Town of Falmouth Select Board
Regular Meeting

Monday, April 13, 2026, 6:30 PM
Old Silver/Surf Drive Program Room
Senior Center
780 Main Street, Falmouth, MA 02540

AGENDA

1. OPEN SESSION - 6:30 PM

a. Call to Order

b. Pledge of Allegiance

c. Proclamation

1) Proclamation recognizing the 50th anniversary of the founding of the Shining Sea Bikeway

d. Recognition

e. Announcements

f. Town Manager's Report

g. Public Comment

2. CONSENT AGENDA - 6:35 PM

a. Licenses

1) Consider a vote to approve applications for renewal of seasonal licenses pending issuance of 2026 Food Service Establishments Permits and Certificates of Inspection:
Seasonal All Alcoholic Beverages Restaurant License, Common Victualler License, Entertainment License, and Sunday Entertainment License
Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar, 56 Scranton Avenue
Seasonal All Alcoholic Beverages Restaurant License and Common Victualler License
Quicks Hole Taquería, LLC d/b/a Quicks Hole Taquería, 28 Water Street, Unit C

2) Consider a vote to approve an amended annual Retail License Certification for 2026 for Falmouth Country Club, 630 Carriage Shop Road

3) Consider a vote to approve the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026, from 4:00 pm to 9:30 pm.

4) Consider a vote to approve a Special One-Day All Alcoholic Beverages License for Heroes in Transition, Inc. for the RUCK4HIT event at the Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., E. Falmouth, on Saturday, 4/25/26

5) Consider a vote to approve the application for a Change of Officers for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth.

6) Consider a vote to approve an application from Buzzards Bay Coalition for a Sunday Entertainment License for the Buzzards Bay Watershed Ride finish line event at the MBL Swope Center, 5 North Street, Woods Hole on Sunday, 10/4/26 from 1:00 p.m. to 5:00 p.m.

b. Administrative Orders

1) Consider a vote to approve and execute a Confirmatory Discharge of Mortgage for 60 Lucerne Avenue

2) Consider a vote to approve and sign the Land Disposition Agreements by and between the Town of Falmouth and Falmouth Housing Trust Inc. for the properties located at 20 Brigantine Drive and 21 Pheasant Lane

3) Consider a vote to approve a request from the Master Gardener Association of Cape Cod for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for plant sale at Cape Cod Fairgrounds on 5/16/26

4) Consider a vote to approve a request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot Avenue and North Main Street to advertise a theatrical production of "James and the Giant Peach".

5) Consider a vote to approve a request from Woods Hole Oceanographic Institution for a variance to Sign Code §184-37D-Wall and Roof Signs and Sign Code §184-20 A- C-Variance, for a temporary promotional building wall sign in excess of 8 sq. ft. on the Smith Laboratory high bay wall

6) Consider a vote to approve a request from Spohr Gardens Trust or a variance to Sign Code §184-20: Variances and §184-32: Off-Premises Signs for the placement of 10 off-premises sandwich-board signs advertising Daffodil Daze at Spohr Gardens, Fells Road, from April 12 to 26, 2026

7) Consider a vote to approve a request from Buzzards Bay Coalition for a variance to Sign Code §184-32 Off-Premises Signs for the Buzzards Bay Watershed Ride event signs in Woods Hole on Sunday, 10/4/26

8) Consider a vote to approve a request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang 14 Juneteenth flags on the light poles on Main Street

9) Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75. This pole location is necessary to provide electric service to 55 Hall Lane in Falmouth.

10) Consider a vote to approve applying for small grant opportunity ($4,600) from the Massachusetts Division of Marine Fisheries for green crab removal on Cape Cod.

11) Consider a request from Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practices on Saturdays from April - December 2026 at Marina Park from 9:00 - 11:30 a.m.

12) Consider a request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive event being held on the Library Lawn and Peg Noonan Park from Friday to Sunday, June 12 to 14, 2026

13) Consider a request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for Artisans at the Harbor at Marina Park (band shell side) on Thursdays from June 25 to August 27, 2026 from 11:00 a.m. to 4:00 p.m.

14) Consider a vote to approve the Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant for conceptual design of the Ashumet Well - new source approval.

15) Consider a vote to approve a request from the Falmouth Police Department to accept a donation of $2000.00 from Bands for Badges as well as in-kind donations of dog food and treats and a 30% discount on K-9 related items from Falmouth Pet Center, in support of the Falmouth Police Department's reestablished K-9 Unit

3. PUBLIC HEARINGS - 6:45 PM

a. Discuss and consider a vote to approve the application by Wicked Shuckers, LLC d/b/a Shuckers - 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License, Monday through Sunday from 11:00 am to 1:00 am. A Common Victualler License has also been submitted. **(10 minutes)**

b. Discuss and consider a vote to approve applications by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of an All Alcoholic Beverages Restaurant License to be exercised at 291 Main Street, Unit B, Falmouth, Monday through Sunday from 11:00 am to 12:00 am . A Common Victualler License application has also been submitted. **(10 minutes)**

4. BUSINESS - 7:05 PM

a. **7:05 PM** - Report - Edward Marks Building Advisory Committee **(15 minutes)**

b. **7:20 PM** - Presentation - The Cape We Shape land protection initiative - Association to Protect Cape Cod (APCC) **(15 minutes)**

c. **7:35 PM** - Consider a vote to approve an application for renewal of a Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane **(20 minutes)**

d. **7:55 PM** - Status report on design of new police station at 100 Brick Kiln Road **(20 minutes)**

e. **8:15 PM** - Discuss and consider a vote to appoint members to the Lawrence School Building Committee **(10 minutes)**

f. **8:25 PM** - Consider a vote to approve license agreement for Falmouth Commodores use of Guv Fuller Field **(5 minutes)**

g. **8:30 PM** - Consider a vote to approve license agreement for Falmouth Youth Lacrosse use of George Gaspa Sports Complex **(5 minutes)**

h. **8:35 PM** - Discuss and consider vote to amend Select Board meeting schedule for August 2026 **(5 minutes)**

i. **8:40 PM** - Discuss the potential for retail cannabis sales in Falmouth **(10 minutes)**

j. **8:50 PM** - Discuss correspondence and media inquiry practices **(15 minutes)**

k. **9:05 PM** - Discuss the adoption of an Artificial Intelligence (AI) Use Policy **(10 minutes)**

l. **9:15 PM** - Vote to execute May 19, 2026 election warrant **(10 minutes)**

5. MINUTES - 9:25 PM

a. Review and consider a vote to approve minutes of meetings: February 25, 2026; March 9, 2026 and March 23, 2026

6. SELECT BOARD REPORTS - 9:30 PM

7. FUTURE AGENDA ITEMS - 9:35 PM

a. *LGBTQ+ Sanctuary Town*
Discuss walkability improvements
Discuss current Town website functionality and potential redesign
Discuss 10-year spending on consultant fees
Long-range financial planning discussion
Discuss petitioning the State Legislature for changes to Chapter 40B law
Discuss the need for a municipal building inventory and review of current/planned uses
Discuss adding a third monthly Select Board workshop meeting targeting specific topics
Meeting with new Steamship Authority General Manager Alex Kryska

8. ADJOURN - 9:40 PM

Robert P. Mascali, Chair
Select Board

The Select Board may discuss and vote appropriate action on any item listed on this agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

Item: 1.c.1.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By:
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Proclamation recognizing the 50th anniversary of the founding of the Shining Sea Bikeway

Purpose:
The Select Board will consider issuing a proclamation recognizing the 50th anniversary of the founding of the Shining Sea Bikeway.

Background/Summary:

- The Bikeway encourages healthy, active lifestyles, promotes local tourism, and fosters a sense of stewardship for our natural surroundings.
- The Bikeway sees over 350,000 trips per year by residents and visitors on bicycles and walking.

Recommended Actions:

Department Recommendation:

Options:

Town Manager's Comments:

Budget:
Applicable? (yes or no):

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:

1. PROCLAMATION - SHINING SEA BIKEWAY 2026

PROCLAMATION

Shining Sea Bikeway Day, April 25, 2026

WHEREAS: The Shining Sea Bikeway stands as a cherished resource for residents and visitors, offering a scenic, safe, and environmentally friendly route through our community; and

WHEREAS: The Bikeway encourages healthy, active lifestyles, promotes local tourism, and fosters a sense of stewardship for our natural surroundings; and

WHEREAS: The Bikeway sees over 350,000 trips per year by residents and visitors on bicycles and walking; and

WHEREAS: The Shining Sea Bikeway, a jewel in the crown of Falmouth, is celebrating the 50th Anniversary of its founding;

NOW, THEREFORE: The Falmouth Select Board does hereby proclaim **April 25th, 2026 as Shining Sea Bikeway Day** throughout our community. We urge all citizens to celebrate by visiting the Bikeway, participating in cycling and walking activities, and recognizing the value this pathway brings to our lives.

Let this day serve as a reminder of our commitment to active living, environmental appreciation, and community spirit.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Great Seal of the Town of Falmouth to be affixed this day, Monday, April 13, 2026.

Robert P. Mascali

Colin W. Reed

Heather M. H. Goldstone

Jack P. Richardson

Douglas C. Brown

SELECT BOARD

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve applications for renewal of seasonal licenses pending issuance of 2026 Food Service Establishments Permits and Certificates of Inspection:
Seasonal All Alcoholic Beverages Restaurant License, Common Victualler License, Entertainment License, and Sunday Entertainment License
Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar, 56 Scranton Avenue
Seasonal All Alcoholic Beverages Restaurant License and Common Victualler License
Quicks Hole Taquería, LLC d/b/a Quicks Hole Taquería, 28 Water Street, Unit C

Purpose:
The Select Board will consider a vote to approve the applications for renewal of seasonal licenses pending issuance of 2026 Food Service Establishments Permits and Certificates of Inspection for Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar at 56 Scranton Avenue and Quicks Hole Taquería, LLC d/b/a Quick's Hole Taquería at 28 Water Street, Unit C.

Background/Summary:

- Applications were received on March 13th and 17th, 2026.
- Because seasonal restaurants are shuttered upon the expiration of last year's licenses, inspections must take place close to the establishment's date to reopen.
- Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar plans to reopen on April 23rd.

Recommended Actions:
Department Recommendation:
The Town Manager's office recommends approval of the applications for renewal of seasonal licenses by Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar at 56 Scranton Avenue and Quicks Hole Taquería, LLC d/b/a Quicks Hole Taquería at 28 Water Street, Unit C pending issuance of 2026 Food Service Establishment Permits and Certificates of Inspection as presented.

Options:

- Motion to approve the applications by Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar,

56 Scranton Avenue and Quicks Hole Taquería, LLC d/b/a Quicks Hole Taquería, 28 Water Street pending issuance of 2026 Food Service Establishment Permits and Certificates of Inspection as presented.

- Motion to deny the applications by Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar, 56 Scranton Avenue and Quicks Hole Taquería, LLC d/b/a Quicks Hole Taquería, 28 Water Street.
- Some other Select Board specified alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the applications for renewal of seasonal licenses by Falmouth Raw Bar Inc. d/b/a Falmouth Raw Bar at 56 Scranton Avenue and Quicks Hole Taquería, LLC d/b/a Quicks Hole Taquería at 28 Water Street, Unit C pending issuance of 2026 Food Service Establishment Permits and Certificates of Inspection, as presented.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:
None

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve an amended annual Retail License Certification for 2026 for Falmouth Country Club, 630 Carriage Shop Road

Purpose:
The Select Board will consider a vote to approve an amended annual Retail License Certification for 2026.

Background/Summary:

- In 2025, Falmouth Golf Management, LLC d/b/a Falmouth Country Club renewed their Common Victualler License to sele food. However, it did not apply to renew the All Alcohol Restaurant License while a new owner pursued a new liquor license application and was inadvertently left off the original certification form.
- The new license was approved by the Select Board on March 23, 2026, and is under review by the Alcoholic Beverages Control Commission.

Recommended Actions:

Department Recommendation:
The Town Manager's Office recommends approving the amended annual Retail License Certification for 2026 for the Falmouth Country Club as presented.

Options:

- Motion to approve the amended annual Retail License Certification for 2026 for the Falmouth Country Club.
- Motion to deny the amended annual Retail License Certification for 2026.
- Some Select Board specified alternative.

Town Manager's Comments:

The Town Manager's Office recommends approving the amended annual Retail License Certification for 2026 for the Falmouth Country Club as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Annual Retail License Certification - Amended April 13-2026

RENEWAL CERTIFICATION 2026

CITY/TOWN: Falmouth

A. LICENSEES WHO FAILED TO RENEW FOR 2026:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:
00004-RS-0390	Falmouth Golf Management d/b/a Falmouth Country Club

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2026:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:

We hereby certify that the premises described in 2026 renewal applications for the above mentioned municipality are now occupied, used, or controlled by the licensee and will be on January 1, 2026. The renewal applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026, from 4:00 pm to 9:30 pm.

Purpose:
The Select Board will consider a vote to approve the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026, from 4:00 pm to 9:30 pm.

Background/Summary:

- A complete application was received on March 19, 2026.
- The event is an invitation-only birthday party for a member, and approximately 50 people are anticipated to attend.
- The application was reviewed by the Health, Police, and Fire-Rescue Departments with no issues or objections expressed.

Recommended Actions:

Department Recommendation:
The Town Manager's Office recommends approval of the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026, from 4:00 pm to 9:30 pm.

Options:

- Motion to approve the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026, from 4:00 pm to 9:30 pm.
- Motion to deny the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026.

- Some Select Board specified alternative.

Town Manager's Comments:
The Town Manager's Office recommends approval of the application by Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License for Saturday, April 18, 2026, from 4:00 pm to 9:30 pm as presented.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Falmouth COMMUNITY VETERANS CENTER-One-Day WM License 04.13.26
2. Falmouth COMMUNITY VETERANS CENTER-One-Day License review 04.13.26

Town of Falmouth
59 Town Hall Square
Falmouth MA 02540
licensing@falmouthma.gov · 508-495-7320

Application for a Special One-Day Liquor License Checklist

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

Step 1: Gather all the requirements.

☒ **A separate letter from the Event Host providing a narrative overview of the event including premises description, food service, and alcohol service security plan** ***(****ID's, etc.****)*****.**

N/A **If applying for an *All Alcoholic Beverages License*, form 501(c)(3), or other proof of the organization's non-profit status is required.**

☒ **Certificate of Liquor Liability Insurance verifying coverage in the applicant's name for $1 MILLON PER OCCURANCE - $2 MILLION AGGREGATE,** *see page 5*

☒ **TIPS or other Alcohol Safety Certification for all bartenders, servers, or other persons handling alcohol.**

☒ **A Floor Plan showing the event including the area where alcohol will be served, consumed, and securely stored. Show clearly on the plan how the area will be separated from public areas (roping, fences, etc.)**

N/A **A Temporary Food Service Permit,** *contact the Health Department at 508-495-7485.*

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

❑ **Submit the application and all requirements with the fees payable to the Town of Falmouth: a $10.00 filing fee paid by check or cash and $25.00 per day License Fee payable by cashier's or bank check only. Applicants usually do not need to attend the Select Board meeting at which the application is reviewed.**

❑ **Upon approval, the license will be mailed to the address on the application.**

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

APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

M.G.L.A. CHAPTER 138, SECTION 14

Apply at least 45 days prior to Select Board hearing.

NAME OF APPLICANT: Falmouth Community Veterans Center

ADDRESS OF APPLICANT: 300 Dillingham Avenue

Falmouth (TOWN) | MA (STATE) | 02540 (ZIP CODE)

NAME OF ORGANIZATION: Joe Q Veteran Coffee Break

MAILING ADDRESS: P.O. Box 1423, North Falmouth, MA 02556

TELEPHONE #: 508-658-8007 **EMAIL:** contact@fcveterancenter.org

LOCATION TO BE LICENSED-ADDRESS: 300 Dillingham Avenue

Falmouth (TOWN) | MA (STATE) | 02540 (ZIP CODE)

EVENT TITLE: Private Birthday Celebration **APPROXIMATE # OF PEOPLE:** 50

DATE(S) OF EVENT: 18 APR 2026 **HOURS OF EVENT:** 4:00 - 9:30 PM

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Mark Gilliard

TYPE OF LICENSE:

1. **WINE & MALT** ☑
2. **ALL ALCOHOLIC** ☐ *NON-PROFIT ORGANIZATIONS ONLY*

FOR PROFIT ☐
NON-PROFIT ☑

REQUIREMENTS check list:

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

3/18/26
DATE

Carissa April
APPLICANT SIGNATURE

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

FCVC
JQVCB
FALMOUTH, MA

Re. Special One-Day Liquor License

The Falmouth Community Veterans Center plans to host a private party held by one of our constituents on Saturday, April 18, 4-9pm at 300 Dillingham Ave. The facility is a single-story, open floor plan, community center with a 100-person occupancy limit and four means of egress to the outside.

The party will be by invitation only and restricted to family and friends known to the family of the organizer. Some members of Joe Q Veteran Coffee Break board and advisory council will also attend. We anticipate 40-50 guests but not to exceed 60.
Food will be a self-serve buffet of prepared food to be prepared by and picked up at Meza Luna restaurant in Buzzards Bay.

The beer/malt and wine request is to have a bar tended by a TIPS certified bar tender.
Signs will be placed at the entrance to the parking lot and at the front door to indicate "private party." Additionally, all attendees 21 and older will be issued wrist bands indicating they are of legal drinking age. The TIPS bartender will only serve alcohol to people wearing wrist bands. No outside alcohol or coolers will be allowed. Non-alcoholic beverages will be available. Beer and wine will only be consumed inside the building.

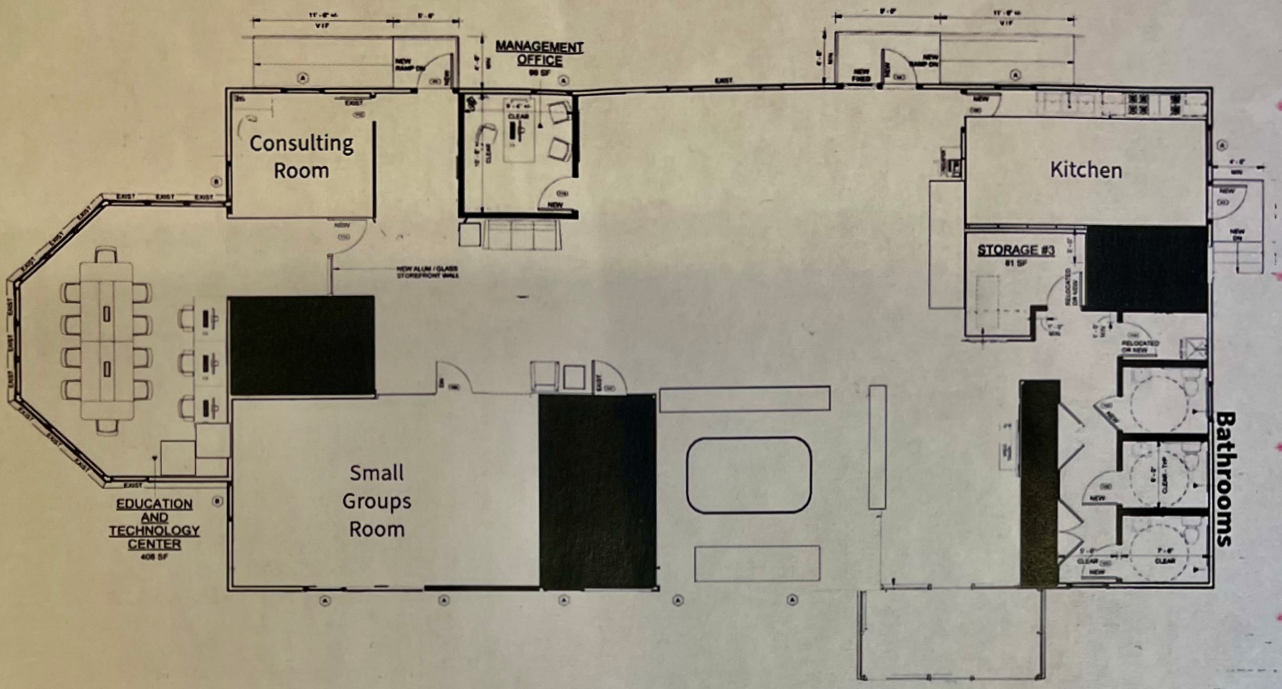
All donations collected during the event will benefit the non-profit Joe Q Veteran Coffee Break and the Falmouth Community Veterans Center.

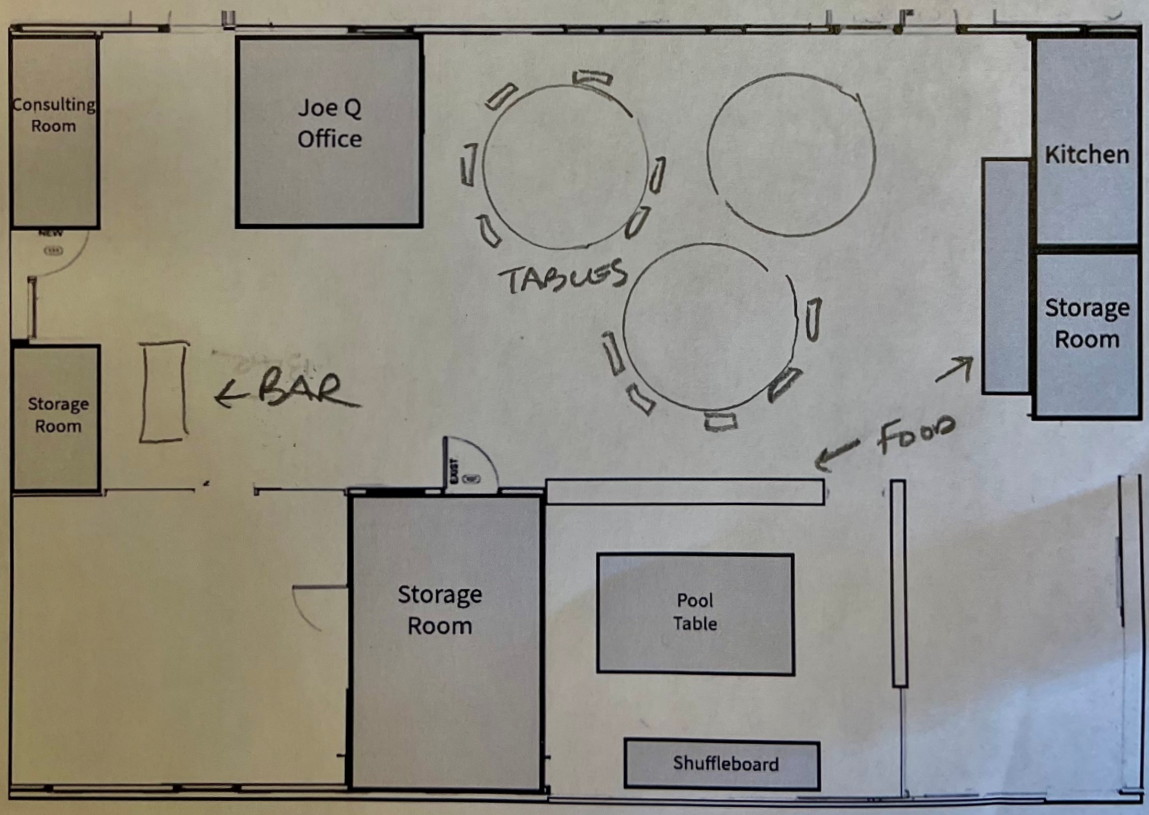
Thank you for your consideration.

Carissa April
President, Joe Q Veteran Coffee Break, Inc.
Falmouth Community Veterans Center


TIPS
360 TRAINING
A 360TRAINING COMPANY
CERTIFICATE OF COMPLETION
This certifies that
John Chipouras
is awarded this certificate for
TIPS On-Premise Alcohol Server Training
Hours
3.00
Completion Date
02/27/2026
Expiration Date
02/26/2029
Certificate #
ON-000040983675
Official Signature
THIS CERTIFICATE IS NON-TRANSFERABLE
6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

Rental Agreement (Updated December 2025)





Fee Schedule PARKING LOT

LICENSE APPLICATION REVIEW

Restaurant/Business: Falmouth Community Veterans Center

Address: 300 Dillingham Avenue

License Type: Special One-Day Wine & Malt Beverages License

☒ **New License** _____

☐ **Transfer of License** _____

☐ **Change of License** _____

☒ Police	No objection
☒ Fire	No issues
☐ Building	
☒ Health	No Issues
☐ Zoning	
☐ Planning	
☐ DPW	

NOTES:

Phyllis Downey

From: Morgan Cardoso
Sent: Tuesday, March 24, 2026 2:03 PM
To: Falmouth Licensing
Subject: RE: Special One-Day Wine & Malt License-Fal. Community Veterans Center

No issues from health.

Morgan Cardoso
Health Inspector
(508) 495-7486 | morgan.cardoso@falmouthma.gov

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

Please Note:
The Town of Falmouth Health Department has rolled out PermitEyes (online permitting system). Please see the links below to register, apply or for Public View. .
Applicant Registration Page : https://permiteyes.us/falmouth/userregistration.php
Applicant Side Login Page : https://permiteyes.us/falmouth/loginuser.php
Public View Site (no login required): https://permiteyes.us/falmouth/publicview.php

---

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, March 19, 2026 3:29 PM
To: Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>
Subject: Special One-Day Wine & Malt License-Fal. Community Veterans Center

Good afternoon,

Attached please find an application by the Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License to be executed on April 18, 2026, from 4:00 pm to 9:30 pm.

- The event is private with 50 guests expected to attend.
- A TIPS certified bartender has been scheduled.
- A floor plan is attached.
- Food will be prepared by Meza Luna and picked up by the hosts.

Please let me know if you have any questions. May we please request your recommendations to the Select Board by March 30th?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
59 Town Hall Square
Falmouth MA 02540

Phyllis Downey

From: Brian Reid <brian.reid@falmouthpolicema.gov>
Sent: Wednesday, March 25, 2026 10:08 AM
To: Falmouth Licensing; Morgan Cardoso; Ryan Gavin; Ryan Hergt; Jeff Lourie; Chris Cowan
Subject: Re: Special One-Day Wine & Malt License-Fal. Community Veterans Center

No objection from Police.

Respectfully,

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

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, March 19, 2026 3:28 PM
To: Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>
Subject: Special One-Day Wine & Malt License-Fal. Community Veterans Center

Good afternoon,

Attached please find an application by the Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License to be executed on April 18, 2026, from 4:00 pm to 9:30 pm.

- The event is private with 50 guests expected to attend.
- A TIPS certified bartender has been scheduled.
- A floor plan is attached.
- Food will be prepared by Meza Luna and picked up by the hosts.

Please let me know if you have any questions. May we please request your recommendations to the Select Board by March 30th?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
59 Town Hall Square
Falmouth MA 02540
508-495-7325

Phyllis Downey

From: Ryan Gavin <ryan.gavin@falmouthfirema.gov>
Sent: Monday, March 23, 2026 6:42 AM
To: Falmouth Licensing; Morgan Cardoso; Brian Reid; Ryan Hergt; Jeff Lourie; Chris Cowan
Subject: Re: Special One-Day Wine & Malt License-Fal. Community Veterans Center

No issues with FD.

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, March 19, 2026 3:28 PM
To: Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>
Subject: Special One-Day Wine & Malt License-Fal. Community Veterans Center

Good afternoon,

Attached please find an application by the Falmouth Community Veterans Center, 300 Dillingham Avenue for a Special One-Day Wine & Malt Beverages License to be executed on April 18, 2026, from 4:00 pm to 9:30 pm.

- The event is private with 50 guests expected to attend.
- A TIPS certified bartender has been scheduled.
- A floor plan is attached.
- Food will be prepared by Meza Luna and picked up by the hosts.

Please let me know if you have any questions. May we please request your recommendations to the Select Board by March 30th?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
59 Town Hall Square
Falmouth MA 02540
508-495-7325

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a Special One-Day All Alcoholic Beverages License for Heroes in Transition, Inc. for the RUCK4HIT event at the Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., E. Falmouth, on Saturday, 4/25/26

Purpose:
The Select Board will consider the approval of an application for a Special One-Day All Alcoholic Beverages License for Heroes in Transition, Inc. for the RUCK4HIT event at the Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., East Falmouth on Saturday, April 25, 2026 from 8:00 a.m. – 4:00 p.m.

Background/Summary:

- Heroes in Transition, Inc. submitted the application for a Special One-Day License for the Sale of Alcoholic Beverages on March 9, 2026.
- Approximately 300 people are expected to attend.
- All alcohol will be served exclusively by individuals certified through the TIPS program and copies of the TIPS certificates have been submitted.
- The Special Events Working Group, which includes Police Department, Fire Rescue Department and staff of various other departments, has reviewed the application and has no objections or concerns with its approval.

Recommended Actions:
Department Recommendation:
Recommend that the Select Board approves the application from Heroes in Transition, Inc. for a Special One-Day All Alcoholic Beverages License for the RUCK4HIT event at Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., East Falmouth on Saturday, April 25, 2026 from 8:00 a.m. – 4:00 p.m.

Options:

- Motion to approve the application from Heroes in Transition, Inc. for a Special One-Day

All Alcoholic Beverages License for the RUCK4HIT event at Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., East Falmouth on Saturday, April 25, 2026 from 8:00 a.m. – 4:00 p.m.

- Motion to deny the application from Heroes in Transition, Inc. for a Special One-Day All Alcoholic Beverages License for the RUCK4HIT event at Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., East Falmouth on Saturday, April 25, 2026 from 8:00 a.m. – 4:00 p.m.
- Other Board defined alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the application from Heroes in Transition, Inc. for a Special One-Day All Alcoholic Beverages License for the RUCK4HIT event at Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy., East Falmouth on Saturday, April 25, 2026 from 8:00 a.m. – 4:00 p.m.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. ONE-DAY LIQUOR LICENSE APPLICATION REVIEW FORM - Heroes in Transition 2026
2. 1-Day LL App-2026-Heroes in Transition

Date: 4/13/26

ONE-DAY LIQUOR LICENSE APPLICATION REVIEW FORM

Applicant: Heroes in Transition, Inc.

Event: RUCK4HIT

Location: Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy.

Date: Saturday, 4/25/26 **Time:** 8:00 a.m. - 4:00 p.m.

License Type: ☐ Wine & Malt Beverages or ☑ All Alcoholic Beverages

Application sent to the departments, indicated below, for comment:

☑ Police	No objection.
☑ Fire	No issues. Contact F.D. for detail.
☑ Health	No issues. Food vendors require permits.
☐ Building	No objections.
☐ Communications	
☐ M.E.S.	
☐ DPW	
☑ Recreation	
☐ Beach	
☐	

NOTES: This event was discussed by the Internal Working Group for Special Events at its meeting on Thursday, April 9, 2026. The Working Group recommended approval of the event. The application for Special one-day liquor license was also reviewed and approved--for the hours of 8:00 a.m. to 4:00 p.m.

RECEIVED
MAR - 9 2026
SELECT BOARD OFFICE

PAID
$10.00 Ck 2042
$25.00 Ck 224681

APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

M.G.L.A. CHAPTER 138, SECTION 14

Apply at least 45 days prior to Select Board hearing.

NAME OF APPLICANT: Lorrie Moran

ADDRESS OF APPLICANT: 766 Falmouth Rd A9

Mashpee (TOWN) | MA (STATE) | 02649 (ZIP CODE)

NAME OF ORGANIZATION: Heroes In Transition Inc.

MAILING ADDRESS: 22 Bates Rd #135

TELEPHONE #: 5085391010 **EMAIL:** contact@heroesintransition.org

LOCATION TO BE LICENSED-ADDRESS: 1220 Nathan Ellis Highway

Falmouth (TOWN) | MA (STATE) | 02536 (ZIP CODE)

EVENT TITLE: Ruck4HIT **APPROXIMATE # OF PEOPLE:** 300

DATE(S) OF EVENT: April 25, 2026 **HOURS OF EVENT:** 7-4pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Silene Gordon

TYPE OF LICENSE:

1. WINE & MALT ☐
2. ALL ALCOHOLIC ☑ *NON-PROFIT ORGANIZATIONS ONLY*

FOR PROFIT ☐
NON-PROFIT ☑

REQUIREMENTS check list:

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

3/6/2026
DATE

APPLICANT SIGNATURE

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

Event: RUCK4HIT Finish Line Celebration
Date: Saturday, April 25, 2026
Location: Cape Cod Fairgrounds, Falmouth, MA
Alcohol Service Location: Designated section of the Marketplace Building

Heroes In Transition respectfully requests a one-day liquor license for the RUCK4HIT Finish Line Celebration on Saturday, April 25, 2026, at the Cape Cod Fairgrounds. This event is the organization's annual fundraiser, supporting local veterans, service members, and their families through life-changing programs.

Alcohol Service Security Plan:

Alcohol service will take place exclusively within a designated section of the Marketplace Building, located on the fairgrounds. This indoor location allows for secure control of the service area, ensuring public safety and compliance with all local and state regulations.

Security and Storage Measures:

- Secure Storage:
  All alcohol will be securely stored inside the Marketplace Building in a restricted-access area, accessible only to authorized event staff and TIPS-certified servers.

- Controlled Access:
  The alcohol service area within the Marketplace Building will be enclosed and clearly marked, with designated entry and exit points. Staff and volunteers will monitor these areas to ensure only individuals with proper ID and wristbands are permitted to enter this area.

- Wristband System and ID Checks:
  Attendees wishing to consume alcohol must present a valid, government-issued ID to receive a wristband. IDs will be checked by trained staff before entry into the Marketplace area. No service will be given without a wristband.

- TIPS-Certified Servers Only:
  All alcohol will be served exclusively by individuals certified through the TIPS (Training for Intervention Procedure) program to promote responsible alcohol service and prevent overconsumption.

- Restricted Consumption Area:
  Alcohol consumption will be limited to the designated finish line celebration area (see map) beverages will not be allowed to leave this clearly marked area with designated check points. Security will monitor these checkpoints to ensure no alcohol leaves this designated area.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Northeast LLC 410 University Ave Westwood MA 02090 License#: PC-514062	**CONTACT NAME:** SBC Northeast **PHONE (A/C, No, Ext):** 781-208-8400 **FAX (A/C, No):** **E-MAIL ADDRESS:** sbc.northeast@baldwin.com
INSURED Heroes in Transition, Inc. 22 Bates Road, Suite 135 Mashpee MA 02649 HEROINT-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insuran — 18058 **INSURER B :** Associated Employers Insurance — 11104 **INSURER C :** Mount Vernon Fire Insurance Co — 26522 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 89529165 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2565064	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2565064	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB867856	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC-500-5032082-2025A	8/6/2025	8/6/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A C C	Accident Medical Expense Benefits Employment Practices Liability Directors and Officers Liability			PHPA157779-004 NDO2556028E NDO2556028E	4/1/2026 8/1/2025 8/1/2025	4/1/2027 8/1/2026 8/1/2026	See Below Each Claim/Aggregate Each Claim/Aggregate	 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Accident Medical Expense Benefits:
Maximum Benefit $25,000
Accidental Death $25,000
Accidental Dismemberment up to $50,000
Accidental Paralysis $50,000
Deductible Amount $0

Liquor Liability:
See Attached...

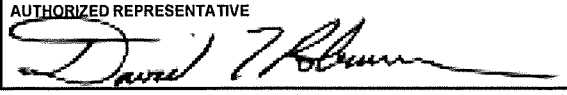
CERTIFICATE HOLDER

Barnstable County Agricultural Society
1220 Nathan Ellis Highway
East Falmouth, MA 02536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HEROINT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Baldwin Group Northeast LLC	Heroes in Transition, Inc. 22 Bates Road, Suite 135 Mashpee MA 02649
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Insurer: Mount Vernon Fire Insurance Company
Policy Number: SE 2035049
Policy Terms:04/23/2026 to 04/25/2026
Limits:
Each Common Cause:$3,000,000
Aggregate: $3,000,000

When Required by Written Contract the Following Applies:
General Liability – Additional Insured (PI-GLD-HS 10/11).
Automobile – Additional Insured- Blanket (PI-GLD-HS 10/11).
Umbrella – Additional Insured Follows Form over underlying General Liability and Automobile Liability.
Liquor Liability - Additional Insured - Blanket - Special Event (L-816 11/18) & Managers of Premises (L-559 11/10) per forms to follow.
Additional Insureds: Barnstable County Agricultural Society Inc. dba Barnstable County Fair and as advised Bysponsor.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 03 2010

HEROES IN TRANSITION INC
540 MAIN ST STE 8
HYANNIS, MA 02601

Employer Identification Number:
27-1981637
DLN:
17053089350030
Contact Person:
PAUL F CAPPEL II ID# 31665
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 11, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

HEROES IN TRANSITION INC

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.1

For coursework completed on September 20, 2022
provided by Health Communications, Inc.
is hereby granted to:

Travis Kendrew

Certification to be sent to:

Clambakes etc.
145 Mooring Dr
Cotuit MA, 02635-2631 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

TiPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Michael Looney

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	04/24/2025	04/23/2028	ON-000037276683

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TiPS On-Premise

CERTIFIED

Issued: 04/24/2025
Expires: 04/23/2028
Certificate #: ON-000037276683

Michael Looney
[redacted]

TiPS | 360 TRAINING™

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____


Barnstable County Fair
Food Truck Area
Alcohol Permitted
Checkpoint
Serving Area
Finish Line
Vendors
Alcohol Permitted
Checkpoint
Google

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve the application for a Change of Officers for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth

Purpose:
The Select Board will consider a vote to approve an application for a Change of Officers for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth.

Background/Summary:

- The application is the annual Change of Officers request submitted after the club board elects new officers.
- A complete application was received on March 30, 2026.
- The application has been shared with the Police and Fire Rescue Departments.

Recommended Actions:

Department Recommendation:
The Town Manager's Office recommends approval of the application for a Change of Officers for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth.

Options:

- Motion to approve the application for a Change of Officers for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth.
- Motion to deny the application for a Change of Officers for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth.
- Some alternative specified by the Select Board.

Town Manager's Comments:
The Town Manager's Office recommends approval of the application for a Change of Officers

for 2026 by Falmouth Yacht Club, Inc. located at 290 Clinton Avenue, Falmouth.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. FALMOUTH YACHT CLUB-Change of Officers application

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

APPLICATION FOR AMENDMENT
-Change of Officers, Stock or Ownership Interest

☐ Change of Officers/ Directors/LLC Managers

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ Change of Stock Interest

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ Change of Ownership Interest

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☒ *Non-Profit Club* Change of Officers/ Directors

- Payment Receipt ✓
- Monetary Transmittal Form ✓
- DOR Certificate of Good Standing ✓
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

☐ Management Agreement

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement n/a

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
FALMOUTH YACHT CLUB, INC.	TOWN OF FALMOUTH	00006-CL-0390

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

FALMOUTH YACHT CLUB IS A PRIVATE CLUB WITH A DINING & LOUNGE FACILITIES AS WELL AS DOCKING AND BEACH AREA

APPLICATION CONTACT

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

Name	Title	Email	Phone
MICHAEL CEKU	GENERAL MANAGER	GM@FALMOUTHYC.COM	508-574-0028

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	Title and or Position	Percentage of Ownership	Director/ LLC Manage	US Citizen	MA Resident
Michael Richards	16 Pinegrove Road Hingham, MA. 02043	President	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Jamie Tormey	130 Old Campus Dr E.Falmouth, MA 02536	Vice - Commodore	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Jeffery Camuso	8 Brandon Woods Circle Hingham, MA 02043	Rear Commodore	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Margaret Walker	361 Sanddollar Circle E.Falmouth, MA 02536	Secretary	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Michael Allietta	25 Robinson Road Falmouth, MA 02540	Treasurer	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
John Callahan	2 Ardmore St E.Falmouth, MA 02536	Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Additional pages attached? ◉ Yes ○ No

CRIMINAL HISTORY
Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ○ Yes ◉ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Falmouth Yacht Club, inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

NA

Name of Principal	Residential Address			
John Armour	177 N. Falmouth Highway N.Falmouth, MA 02556			
Title and or Position	Percentage of Ownership	Director		
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Name of Principal	Residential Address			
Ronald Golub	113 Gibbs St Newton, MA 02459			
Title and or Position	Percentage of Ownership	Director		
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Name of Principal	Residential Address			
Andrew Bonica	28 Laurelwood Drive Norwell, MA 02061			
Title and or Position	Percentage of Ownership	Director		
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Name of Principal	Residential Address			
Shirley Walsh	29 Stratford St Boston, MA 02132			
Title and or Position	Percentage of Ownership	Director		
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Name of Principal	Residential Address			
Bridget Hebert	315 College Farm Road Unit 1 Waltham, MA 02451			
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Name of Principal	Residential Address			
Brennan Hill	5 Charles Everett Way Hingham, MA 02043			
Title and or Position	Percentage of Ownership	Director		
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No
Name of Principal	Residential Address			
John Wayne	147 Walpole St Dover, MA 02030			
Title and or Position	Percentage of Ownership	Director		
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

○ Yes ◉ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Falmouth Yacht Club, inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

NA

Name of Principal	Residential Address	SSN	DOB
Jennifer Follett	5 Essex Road Franklin, MA. 02038	[redacted]	

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Director	0%	○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Andrew Girard	90 Sophia Lane Bridgewater,MA 02324	[redacted]	

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

○ Yes ◉ No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Jennifer Follett	Director	0%
Shirley Walsh	Director	0%
Bridget Hebert	Director	0%
Brennan Hill	Director	0%
John Wayne	Director	0%
Margaret Walker	Secretary	0%

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?
Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Michael Richards	Commodore	0%
Jamie Tormey	Vice-Commodore	0%
Jeffrey Camuso	Rear-Commodore	0%
Margaret Walker	Secretary	0%
Clifford Long	Treasurer	0%
Michael Allietta	Director	0%

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?
Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Change of Directors or Officers

(General Laws, Chapter 180, Section 6D) No Fee

Identification Number: 042074469

I, MARGARET WALKER, Clerk

of FALMOUTH YACHT CLUB, INC.

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows:

	Title	Individual Name	Address	Term expires
✓	PRESIDENT	MICHAEL RICHARDS ✓	16 PINE GROVE RD HINGHAM, MA 02556 USA 16 PINE GROVE RD HINGHAM, MA 02556 USA	2027
✓	TREASURER	MICHAEL ALLIETA ✓	25 ROBINSON ROAD FALMOUTH, MA 02540 USA 25 ROBINSON ROAD FALMOUTH, MA 02540 USA	2026
✓	SECRETARY	MARGARET WALKER ✓	31 SANDDOLLAR CIRCLE EAST FALMOUTH, MA 02536 USA 31 SANDDOLLAR CIRCLE EAST FALMOUTH, MA 02536 USA	2026
✓	VICE-COMMODORE	JAMIE TORMEY ✓	130 OLD CAMPUS DR EAST FALMOUTH, MA 02536 USA 130 OLD CAMPUS DR EAST FALMOUTH, MA 02536 USA	2028
✓	REAR COMMODORE	JEFFREY CAMUSO ✓	8 BRANDON WOODS CIRCLE HINGHAM, MA 02043 USA 8 BRANDON WOODS CIRCLE HINGHAM, MA 02043 USA	2028
✓	DIRECTOR	RONALD GOLUB ✓	33 OLD COLONY PLACE FALMOUTH, MA 02540 USA 33 OLD COLONY PLACE FALMOUTH, MA 02540 USA	2027
✓	DIRECTOR	JOHN CALLAHAN ✓	2 ARDMORE STREET EAST FALMOUTH, MA 02536 USA 2 ARDMORE STREET EAST FALMOUTH, MA 02536 USA	2027
✓	DIRECTOR	JOHN ARMOUR ✓	177 N. FALMOUTH HIGHWAY NORTH FALMOUTH, MA 02556 USA 177 N. FALMOUTH HIGHWAY NORTH FALMOUTH, MA 02556 USA	2026
✓	DIRECTOR	ANDREW BONICA ✓	28 LAURELWOOD DRIVE NORWELL, MA 02061 USA	2027

			28 LAURELWOOD DRIVE NORWELL, MA 02061 USA	
✓	DIRECTOR	BRENNAN HILL ✓	5 CHARLES EVERETT WAY HINGHAM, MA 02043 USA 5 CHARLES EVERETT WAY HINGHAM, MA 02043 USA	2027
✓	DIRECTOR	ANDREW GIRARD	90 SOPHIA LANE BRIDGEWATER, MA 02324 USA 90 SOPHIA LANE BRIDGEWATER, MA 02324 USA	2026
	DIRECTOR	JOHN WAYNE ✓	16 BURNHAM DRIVE FALMOUTH, MA 02540 USA 16 BURNHAM DRIVE FALMOUTH, MA 02540 USA	2028
✓	DIRECTOR	JENNIFER FOLLETT	5 ESSEX ROAD FRANKLIN, MA 02038 USA 5 ESSEX ROAD FRANKLIN, MA 02038 USA	2028
✓	DIRECTOR	SHIRLEY WALSH ✓	101 PRISCILLA STREET FALMOUTH, MA 02540 USA 101 PRISCILLA STREET FALMOUTH, MA 02540 USA	2026
✓	DIRECTOR	BRIDGET HEBERT ✓	315 COLLEGE FARM ROAD WALTHAM, MA 02451 USA 315 COLLEGE FARM ROAD WALTHAM, MA 02451 USA	2026

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of December, 2025,

MARGARET WALKER

, Signature of Clerk/Assistant Clerk

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve an application from Buzzards Bay Coalition for a Sunday Entertainment License for the Buzzards Bay Watershed Ride finish line event at the MBL Swope Center, 5 North Street, Woods Hole on Sunday, 10/4/26 from 1:00 p.m. to 5:00 p.m.

Purpose:
The Select Board will consider the approval of an application for a Sunday Entertainment License from Buzzards Bay Coalition for the Buzzards Bay Watershed Ride finish line gathering at MBL Swope Center, 5 North Street, Woods Hole on Sunday, October 4, 2026 from 1:00 p.m. to 5:00 p.m.

Background/Summary:

- Applicant Kate Reilly of the Buzzards Bay Coalition submitted the application for a Sunday Entertainment License.
- The event pertaining to this license, titled Buzzards Bay Watershed Ride, will be held on Sunday, October 4, 2026 from 1:00 p.m. to 5:00 p.m.
- The entertainment will be held indoors at the MBL Swope Center, 5 North Street, Woods Hole.
- The event was reviewed and discussed by the Internal Working Group for Special Events at its meeting on Monday, March 9, 2026, and the Working Group recommended approval.

Recommended Actions:
Department Recommendation:
Recommend that the Select Board votes to approve the application for a Sunday Entertainment License from Buzzards Bay Coalition for the Buzzards Bay Watershed Ride finish line gathering at MBL Swope Center, 5 North Street, Woods Hole on Sunday, October 4, 2026 from 1:00 p.m. to 5:00 p.m.

Options:

- Motion to approve the application for a Sunday Entertainment License from Buzzards Bay Coalition for the Buzzards Bay Watershed Ride finish line gathering at MBL Swope Center, 5 North Street, Woods Hole on Sunday, October 4, 2026 from 1:00 p.m. to 5:00 p.m.
- Motion to deny the application for a Sunday Entertainment License from Buzzards Bay Coalition for the Buzzards Bay Watershed Ride finish line gathering at MBL Swope Center, 5 North Street, Woods Hole on Sunday, October 4, 2026 from 1:00 p.m. to 5:00 p.m.
- Other Board defined alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the application for a Sunday Entertainment License from Buzzards Bay Coalition for the Buzzards Bay Watershed Ride finish line gathering at MBL Swope Center, 5 North Street, Woods Hole on Sunday, October 4, 2026 from 1:00 p.m. to 5:00 p.m.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. SUNDAY ENTERTAINMENT LICENSE APPLICATION REVIEW FORM - Buzzards Bay Coalition 2026
2. Buzzards Bay Watershed Ride - Sunday Entertainment

Date: 4/13/26

LICENSE APPLICATION REVIEW FORM

Applicant: Buzzards Bay Coalition

Event: Buzzards Bay Watershed Ride

Location: MBL Swope Center, North St., Woods Hole

Date: Sunday, 10/4/26 **Time:** 1:00 p.m. to 5:00 p.m.

License Type: Sunday Entertainment

Application sent to the departments, indicated below, for comment:

- [x] Police
- [x] Fire
- [x] Health
- [ ] Building
- [ ] Communications
- [ ] M.E.S.
- [x] DPW
- [x] Recreation
- [x] Beach
- [ ]

NOTES: This event was discussed by the Internal Working Group for Special Events at its meeting on Monday, March 9, 2026. The Working Group recommended approval.

State Fee, $ 2.00
Municipal Fee, $ 5.00

THE COMMONWEALTH OF MASSACHUSETTS
Town OF Falmouth

LICENSE

For
PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Buzzards Bay Coalition in or on the property at No. Swope Center, North St., Woods Hole (*address*)

The Licensee *or* Authorized representative, Kate Reilly in accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
10/4/26	1pm-5pm	Live Band, Puffy Elvis

Hon. Robert P. Mascali Mayor/ Chairman of Board of Selectman, Town of Falmouth (*City or Town*)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): $2.00 Special Hours (Sunday 12:00 am- Midnight): $5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): $50.00 Special Hours (Sunday 12:00 am- Midnight): $100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

FORM 90 **(Revised 2015)**

BOARD OF DIRECTORS
David Croll, Chair
Mike Huguenin, Vice-Chair
Chris Schade, Treasurer
Melissa Haskell, Clerk
Mark Rasmussen, President
Mike Angelini
Laura Brenninkmeyer Nielsen
Julius Britto
Virginia Clark
Doug Crocker
Don Dufault
Paul Elias
Neil Kamal Ganju, Ph.D.
Peter Grauer
Emma Green-Beach
Kendra Medina
Chris Neill, Ph.D.
Christine Parks
Skylah Reis
Scott Zeien

February 24, 2026

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

Dear Select Board,

We are reaching out to request use of public roads and the Shining Sea Bikeway for the **Buzzards Bay Coalition Watershed Ride** – an annual fundraising bicycling event – on **Sunday, October 4, 2026**. This will be the 20th year of this important fundraiser to protect clean water in Falmouth, and all of Buzzards Bay. (www.savebuzzardsbay.org/ride)

We'll use the same route as previous years - and as always, we'll assign volunteers to the critical turns to ensure our cyclists pass smoothly through the route. Please see attached for full cue sheet for the event. We expect to have around 400 cyclists passing through town between 1:00-5:00pm.

The longest route, the 100-mile route, will begin at 7:30am in Sakonnet Point, RI and will end at 5pm at the Swope Center in Woods Hole. All finish line festivities (food, beverage, restrooms, tables, and chairs) will be run by the Swope Center at MBL and their professional catering, security, and facilities services. In previous years we have had **police details at Railroad & Water St and at Water and MBL St** that we plan to repeat.

This year we would like to request use of the parking lot at Old Silver Beach for a water stop. This was done years ago, and we would love to bring it back for the 20th Ride.

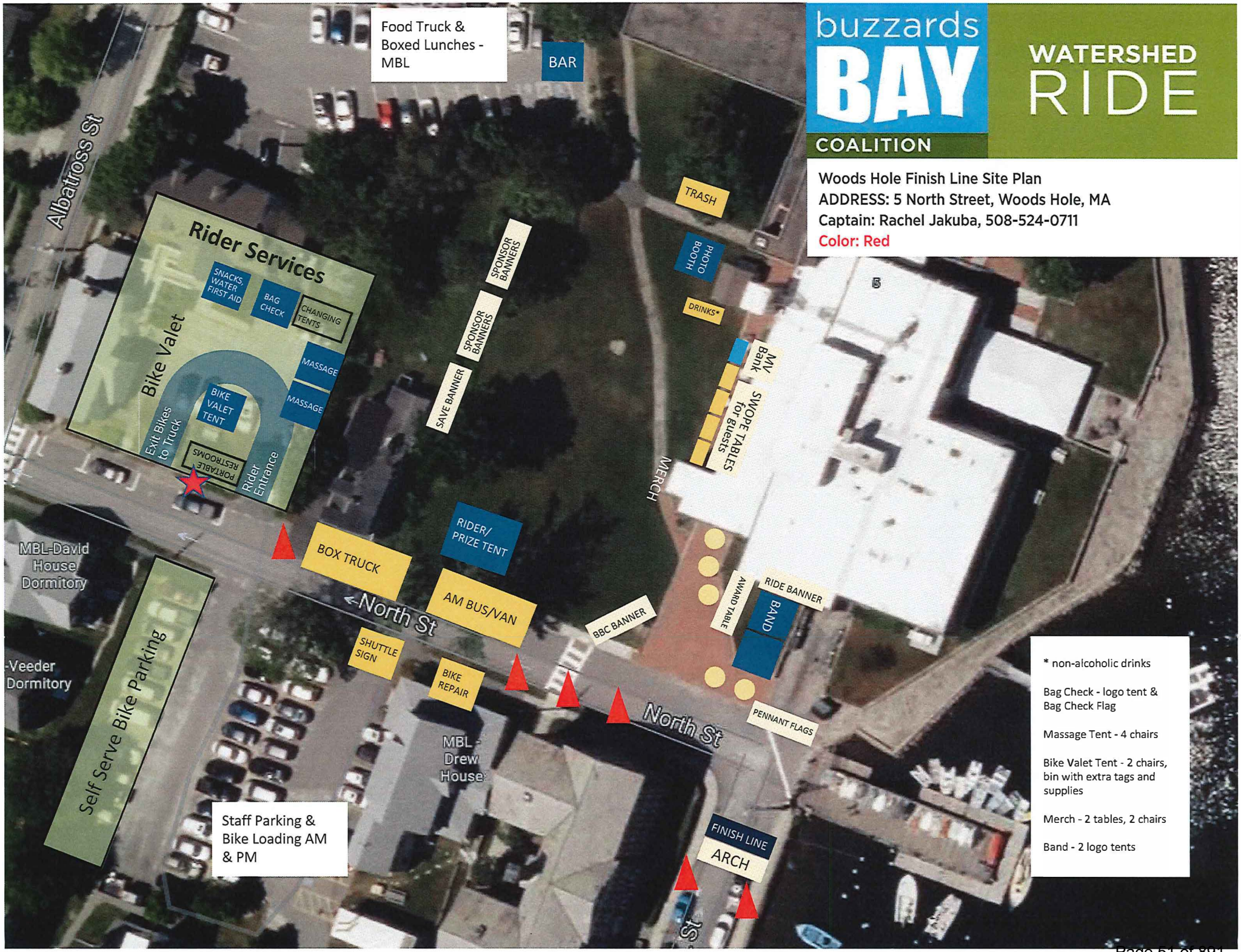
We also request permission to post **event signs and promotional signs**, please see attached schedule. All signs will be removed within 24 hours of the event's completion.

We appreciate the opportunity to showcase the scenic beauty of Falmouth during our Watershed Ride. Please let us know if you need additional information.

Many thanks,

Kate Reilly
Events Manager
508-999-6363 x208

cc: Jeffrey Lourie, Chief of Police


buzzards BAY COALITION
WATERSHED RIDE
Woods Hole Finish Line Site Plan
ADDRESS: 5 North Street, Woods Hole, MA
Captain: Rachel Jakuba, 508-524-0711
Color: Red
Food Truck & Boxed Lunches - MBL
BAR
Albatross St
Rider Services
SNACKS, WATER FIRST AID
BAG CHECK
CHANGING TENTS
Bike Valet
MASSAGE
MASSAGE
BIKE VALET TENT
Exit Bikes to Truck
PORTABLE RESTROOMS
Rider Entrance
SPONSOR BANNERS
SPONSOR BANNERS
SAVE BANNER
TRASH
PHOTO BOOTH
DRINKS*
MV Bank
SWOPE TABLES for Guests
MERCH
RIDER/ PRIZE TENT
BOX TRUCK
AM BUS/VAN
North St
SHUTTLE SIGN
BIKE REPAIR
BBC BANNER
AWARD TABLE
RIDE BANNER
BAND
PENNANT FLAGS
North St
MBL-David House Dormitory
Veeder Dormitory
Self Serve Bike Parking
MBL - Drew House
Staff Parking & Bike Loading AM & PM
FINISH LINE ARCH
* non-alcoholic drinks
Bag Check - logo tent & Bag Check Flag
Massage Tent - 4 chairs
Bike Valet Tent - 2 chairs, bin with extra tags and supplies
Merch - 2 tables, 2 chairs
Band - 2 logo tents

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Maura O'Keefe, Town Counsel
Meeting Date: April 13, 2026
Department/Office: Town Counsel
Item Name: Consider a vote to approve and execute a Confirmatory Discharge of Mortgage for 60 Lucerne Avenue

Purpose:

- The Confirmatory Mortgage Discharge will correct a citation error in the original discharge.

Background/Summary:

- Owners of 60 Lucerne Ave have requested, through counsel, that the Select Board execute a confirmatory mortgage discharge to clear a cloud on the title to the property.
- The Town of Falmouth held a mortgage to the owners of 60 Lucerne through the Housing Rehabilitation Loan Program.
- The loan was satisfied and a discharge was recorded in 2018. The discharge referenced incorrect recording information for the mortgage.
- The proposed confirmatory discharge will correct this error and clarify that the mortgage has been satisfied and discharged by the Town, thereby clearing the title.
- Town Counsel has reviewed the title to the property and the proposed confirmatory discharge.

Recommended Actions:
Department Recommendation:

- Town Counsel recommends that the Select Board vote to approve and execute the Confirmatory Discharge of Mortgage.

Options:

- Vote to approve and execute the Confirmatory Discharge
- Vote to deny approval of the Confirmatory Discharge
- Vote for a Board-defined alternative

Town Manager's Comments:
The Town Manager recommends that the Select Board approve and execute a Confirmatory Discharge of Mortgage for 60 Lucerne Avenue as presented.

Budget:
Applicable? (yes or no): no

Budgeted? (yes or no): no

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Confirmatory Mortgage Discharge - Town of Falmouth FINAL

Property Address: 60 Lucerne Ave, Falmouth, MA

CONFIRMATORY DISCHARGE OF MORTGAGE

The Town of Falmouth, a municipal corporation in Barnstable County, Massachusetts, having a principal place of business at 59 Town Hall Square, Falmouth, MA 02540, the holder of a mortgage from Kenneth and Judith Rebello, secured against property at 60 Lucerne Avenue, Falmouth, MA 02540 to the Town of Falmouth dated October 13, 2011 and recorded with the Barnstable County Registry of Deeds at Book 26321, Page 250 (the, "Mortgage"), acknowledges satisfaction of the same.

This Confirmatory Mortgage Discharge is given to ratify and confirm the prior Discharge of Mortgage recorded with the Barnstable County Registry of Deeds in Book 31153, Page 263. In that discharge, the instrument released was referenced as being recorded at Book 26321, Page 145. This confirmatory discharge is given to correct the title reference in the prior Discharge, clarifying that the Mortgage released is that instrument recorded at **Book 26321, Page 250.**

Witness our hands and seal of the Town of Falmouth this ____ day of _____, 2026.

Town of Falmouth
By its Select Board

_____
Robert P. Mascali, Chair

_____
Heather M. H. Goldstone, Vice Chair

_____
Douglas C. Brown

_____
Colin W. Reed

_____
Jack P. Richardson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ proved to me by satisfactory evidence of identification, being my own personal knowledge, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose as members of the Town of Falmouth Select Board as the free and voluntary act of the Town of Falmouth Select Board.

_____
Notary Public

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Kimberly Fish, Housing Coordinator
Meeting Date: April 13, 2026
Department/Office: Housing
Item Name: Consider a vote to approve and sign the Land Disposition Agreements by and between the Town of Falmouth and Falmouth Housing Trust Inc. for the properties located at 20 Brigantine Drive and 21 Pheasant Lane

Purpose: For the Select Board to execute the Land Disposition Agreements between the Town of Falmouth and Falmouth Housing Trust Inc. for the properties located at 20 Brigantine Drive and 21 Pheasant Lane.

Background/Summary:

- On November 5, 2025, Requests for Proposals were issued for the disposition of town-owned land for affordable housing on the land located at both 20 Brigantine Drive and 21 Pheasant Lane.
- The proposals were due and opened on January 13, 2026.
- The Town received one (1) proposal for each property.
- The proposals were submitted by Falmouth Housing Trust ("FHT").
- The proposals consist of a single-family home on each parcel for homeownership. 20 Brigantine to be deed restricted in perpetuity at 140% of the area median income and 21 Pheasant Lane to be deed restricted in perpetuity at 80% of the area median income.
- On January 22, 2026, the Town Owned Land for Affordable Housing RFP Review Committee ("Review Committee") met to discuss the proposals.
- The Review Committee issued a memo to the Town Manager on January 28, 2026, recommending FHT be awarded both parcels for development of affordable housing.
- On February 20, 2026, the Town Manager sent Award Letters to FHT. (Attachments 1 and 2)
- The Select Board is asked to vote to accept and sign the attached Land Disposition Agreements for both 20 Brigantine Drive and 21 Pheasant Lane. (Attachments 3 and 4)

Recommended Actions:
Department Recommendation:

Staff recommends the Select Board vote to accept and sign the Land Disposition Agreements for both 20 Brigantine Drive and 21 Pheasant Lane.

Recommended Motion: "I move that the Select Board vote to accept and sign the Land Disposition Agreements by and between the Town of Falmouth and Falmouth Housing Trust for the parcels located at both 20 Brigantine Drive and 21 Pheasant Lane for the development of affordable housing."

Options:

- Motion to accept and sign the Land Disposition Agreements by and between the Town of Falmouth and Falmouth Housing Trust for the parcels located at both 20 Brigantine Drive and 21 Pheasant Lane for the development of affordable housing.
- Motion to not accept the Land Disposition Agreements by and between the Town of Falmouth and Falmouth Housing Trust for the parcels located at both 20 Brigantine Drive and 21 Pheasant Lane for the development of affordable housing.
- Some other Board defined alternative.

Town Manager's Comments:

The Town Manager recommends that the Select Board accept and sign the Land Disposition Agreements by and between the Town of Falmouth and Falmouth Housing Trust for the parcels located at both 20 Brigantine Drive and 21 Pheasant Lane for the development of affordable housing as presented.

Budget:

Applicable?:

No

Budgeted?:

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

N/A

Attachments:

1. TM Notice of Award Ltr - Brigantine 2-20-26
2. TM Notice of Award Ltr - Pheasant 2-20-26
3. LDA 20 Brigantine FHT Signed
4. LDA 21 Pheasant FHT Signed

TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone: (508) 495-7320
townmanager@falmouthma.gov

February 20, 2026

Laura Moynihan, Executive Director
Falmouth Housing Trust
PO Box 465
Falmouth, MA 02541

via email laura@falmouthhousingtrust.org

Re: ***Disposition of Town Owned Land for Affordable Housing***
20 Brigantine Road - Request for Proposals

Dear Attorney Moynihan,

I would like to thank you for your interest in the above-referenced project. This letter is to notify you that the Town has completed its evaluation process and Falmouth Housing Trust was determined to be the top-ranked proposer.

You will be receiving the necessary contract documents from my office, which need to be completed by you within ten (10) business days. Please do not date any of the forms since the official date of contract execution will be the date on which the Town of Falmouth signs all documents.

Please accept my congratulations. I look forward to seeing this project come to fruition.

Sincerely,

Michael Renshaw
Town Manager
Town of Falmouth

cc: Jed Cornock, Director of Community Development
Kimberly Fish, Housing Coordinator
Melanie Bush, Assistant to Treasurer and Finance Director

TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone: (508) 495-7320
townmanager@falmouthma.gov

February 20, 2026

Laura Moynihan, Executive Director
Falmouth Housing Trust
PO Box 465
Falmouth, MA 02541

via email laura@falmouthhousingtrust.org

Re: ***Disposition of Town Owned Land for Affordable Housing***
21 Pheasant Lane - Request for Proposals

Dear Attorney Moynihan,

I would like to thank you for your interest in the above-referenced project. This letter is to notify you that the Town has completed its evaluation process and Falmouth Housing Trust was determined to be the top-ranked proposer.

You will be receiving the necessary contract documents from my office, which need to be completed by you within ten (10) business days. Please do not date any of the forms since the official date of contract execution will be the date on which the Town of Falmouth signs all documents.

Please accept my congratulations. I look forward to seeing this project come to fruition.

Sincerely,

Michael Renshaw
Town Manager
Town of Falmouth

cc: Jed Cornock, Director of Community Development
Kimberly Fish, Housing Coordinator
Melanie Bush, Assistant to Treasurer and Finance Director

LAND DISPOSITION AGREEMENT

FOR THE

SALE AND REDEVELOPMENT OF LAND

BETWEEN

TOWN OF FALMOUTH

AND

FALMOUTH HOUSING TRUST

LAND DISPOSITION AGREEMENT

This **Land Disposition Agreement** ("Agreement") is entered into this _____ day of _____, 2026 ("Effective Date") by and between the **Town of Falmouth**, acting by and through its Select Board, (the "Seller" or "Town"), a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth, MA 02540 and **Falmouth Housing Trust, Inc.** (the "Buyer"), a Massachusetts nonprofit corporation having a business address of PO Box 465, 17 Academy Lane, Suite 1, Falmouth Massachusetts 02541. The Seller and the Buyer may hereinafter be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. WHEREAS, Seller owns the land consisting of approximately 0.60 acres, located on 20 Brigantine Drive, Falmouth, Massachusetts, shown as Lot 121 on that certain plan attached hereto as Exhibit A, and identified in that certain Tax Taking and Final Judgment in Tax Lein case *Town of Falmouth vs. Baywood Terrace Inc.*, Case No. 58780 and recorded in the Barnstable Registry of Deeds (the "Registry") in Book 3144, Page 152 (the "Premises");

B. WHEREAS, the Seller issued a Request for Proposals for the disposition and development of the Premises for affordable housing purposes (the "RFP"), pursuant to M.G.L. c. 30B, which specified certain uses, restrictions and other requirements in connection with the sale and development of the Premises;

C. WHEREAS, the Buyer's proposal for the acquisition of the Premises for the Buyer's Project (as such term is hereinafter defined) was accepted by Seller; and

D. WHEREAS, the Buyer and the Seller wish to enter into this Agreement to set forth the terms and conditions under which Seller will sell and convey and Buyer will acquire and develop the Premises, and the covenants of Buyer, for itself, its successors and assigns, to develop and construct a single-family home for homeownership subject to an affordable deed restriction at or below the 140% area median income ("AMI").

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

AGREEMENT

ARTICLE I
PURCHASE AND DEVELOPMENT OF THE PROPERTY

1.1 Premises.

(a) The property to be conveyed by the Seller to the Buyer hereunder consists of the Premises.

(b) The Premises shall be conveyed subject to, and together with: (i) all buildings, structures and improvements located thereon, if any; (ii) all easements, restrictions, agreements, and other documents of record, insofar as the same may be in force and applicable to the Premises; (iii) and those matters identified in Section 4.2 below.

1.2 Agreement to Sell and Purchase.

Subject to the terms and provisions of this Agreement, the Seller agrees to sell the Premises to the Buyer, and the Buyer agrees to purchase and accept the Premises from the Seller. The Seller shall convey the Premises to the Buyer as set forth in Section 4.1.

1.3 Buyer's Project.

The Buyer's development and construction of the Premises (the "Buyer's Project") shall consist of the permitting, design, and construction of one (1) single-family home, which will be subject to an affordable deed restriction at 140% AMI, and associated construction on the Premises substantially as shown and described on Buyer's schematic design drawings submitted with Buyer's response to the RFP (the "RFP Response"), which include conceptual site plans, architectural drawings and building elevations attached hereto as Exhibit B (collectively, the "Schematic Design Plans").

Except as otherwise expressly set forth herein, the Buyer shall be solely responsible for awarding and administering all construction contracts for the construction of the Buyer's Project, and the Seller shall have no obligation to award, administer nor make any payments under any such construction contract or any liability thereunder. The Seller shall not be responsible for making any payments to any contractors, subcontractors, agents, consultants, employees or suppliers of the Buyer.

The Buyer shall observe the requirements of all governmental approvals with respect to the construction of the Buyer's Project, and nothing in this Agreement shall be construed to alter, in any respect, any of the requirements contained in any governmental approvals with respect to the construction of the Buyer's Project, including without limitation, any and all approvals required by the Town of Falmouth Zoning Board of Appeals (the "ZBA"), Town of Falmouth Conservation Commission (the "Conservation Commission"), the Town of Falmouth Department of Public Works (the "Department of Public Works"), the Town of Falmouth Board of Health (the "Board of Health"), the Town of Falmouth Building Division, or any other Board, Committee or officer of the Town.

The Buyer shall perform and complete, or cause the performance and completion of, all of its obligations hereunder and shall conduct all operations with respect to the construction of the Buyer's Project in a good, workmanlike and commercially reasonable manner, in compliance with good engineering and construction practices, using all new or suitable recycled materials, and in conformance with the standard of diligence and care normally employed by a duly qualified persons in the performance of comparable work, in accordance with generally accepted practices appropriate to the activities undertaken in Barnstable County , and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments with jurisdiction.

The Buyer shall take all reasonably necessary measures (i.e., customary to similar projects constructed in the Commonwealth of Massachusetts) to (i) minimize, to the extent practical, dust, noise and construction traffic, (ii) minimize any damage and disruption including, but not limited to, traffic on Brigantine Drive, Caravel Drive, and Cutter Drive or inconvenience caused by the Buyer's Project to abutters and the neighboring community, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same and shall comply with applicable laws regarding the same, including without limitation the Town's Noise Bylaw. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

The Buyer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction,

installation and development of the Buyer's Project, including without limitation, to the extent applicable and customary for other similar projects, a licensed Massachusetts Construction Supervisor to supervise all construction on the Buyer's Project and a Massachusetts Licensed Site Professional to supervise all Environmental Remediation and Environmental Mitigation on the Buyer's Project if necessary (as such terms are hereinafter defined).

The Buyer shall be solely responsible for all costs and expenses of (a) the design, permitting and construction of the new buildings and improvements, the installation of all utilities and site work required for the proposed housing use (including mitigation measures), and any other measures necessary to construct and occupy the Buyer's Project in compliance with this Agreement and all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use, (b) all products, materials, tools, equipment, fixtures, relating thereto and (c) all contractors, subcontractors, architects, engineers, project managers, construction managers, attorneys, consultants relating thereto.

1.4 Further Consideration for Sale and Purchase of Premises.

The Buyer acknowledges that the Seller would not agree to sell the Premises to the Buyer except for: (a) the commitment of the Buyer to undertake and complete the construction of the Buyer's Project in accordance with the requirements set forth herein and (b) the commitment of the Buyer to restrict the land in perpetuity for the uses, and as otherwise, set forth herein.

1.5 Intentionally omitted.

1.6 No Seller's Development Obligations.

The Seller shall have no obligation for the preparation or development of the Premises for construction of the Buyer's Project.

ARTICLE II
PURCHASE PRICE AND DEPOSIT

2.1 Purchase Price

The "Purchase Price" for the Premises is One Dollars ($1.00).

The Purchase Price, less the Deposit (as defined below), shall be paid by the Buyer to the Seller at the Time of Closing (as hereinafter defined) by certified or bank check or checks drawn upon a commercial lender, made payable to the Seller, without endorsement, or by federal wire transfer of immediately available federal funds in accordance with the Seller's instructions.

2.2 Deposit

The Buyer has made an initial non-refundable deposit with the Seller in the amount of zero Dollars ($_0.00) (the "Deposit").

ARTICLE III
BUYERS PRE-CONVEYANCE ACTIVITIES

3.1 Due Diligence.

The Buyer shall have until 5:00 p.m. on the day that is ninety (90) days after the Effective Date to perform its due diligence of the Premises (the "Due Diligence Period"). During the Due Diligence Period, the Buyer, at its sole cost and expense and subject to the terms and conditions of the Right of Entry and License Agreement between the Parties dated as of the date hereof (the "Entry Agreement"), a copy of which Entry Agreement is attached hereto as Exhibit C, may conduct environmental, engineering, architectural, surveying and similar on-site investigation and testing desired by the Buyer with respect to the Premises. The Buyer shall have the right to request access to the Premises following the expiration of the Due Diligence Period on a case-by-case basis upon the prior written consent of the Town in its reasonable discretion (which may be provided by the Town Manager), which access shall be subject to the same terms and provisions as the Entry Agreement other than the term thereof.

The terms of the Entry Agreement are incorporated herein by reference and the Buyer's obligations thereunder shall survive the Closing, delivery of the Deed or the termination of this Agreement. A default under the Entry Agreement beyond any applicable cure period shall be deemed to be a default under this Agreement, and a default under this Agreement beyond any applicable cure period shall be deemed to be a default under the Entry Agreement.

The Buyer has received, reviewed and is familiar with those certain reports commissioned by the Seller set forth on Exhibit A attached hereto and made a part hereof, if any (collectively, the "Property Information"). The Seller makes no representation or warranty of any kind, nature or description whatsoever with respect to the completeness or accuracy of the information contained in the Property Information.

3.2 Condition of Land to be Conveyed.

(a) The Buyer acknowledges and agrees that the Seller shall sell and convey to the Buyer, and the Buyer shall accept, the Premises "as is, where is, with all faults". The Buyer has not relied on, and will not rely on, and the Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, or representations, whether oral or written, from the Seller or its employees, agents, consultants, or attorneys, pertaining to the Premises or relating thereto except as expressly set forth in this Agreement.

(b) The Buyer acknowledges and agrees that the Seller, its employees, agents, consultants and attorneys have not made, do not hereby make and will not hereafter be deemed to have made, and the Seller hereby specifically disclaims, any representations or warranties or guarantees of any kind whatsoever, whether express or implied, oral or written, with respect to the Premises or the physical condition or profitability thereof, including without limitation: (i) the nature, quality, adequacy or condition of the Premises, including, without limitation, the water, soil, geology, groundwater and environmental condition of the Premises, including the absence or presence of any contaminant or pollutant thereon, and the condition of any buildings or other improvements situated on the Premises, (ii) the expenses and potential income associated with the ownership, operation, maintenance, or development of the Premises, (iii) the suitability of the Premises for any and all development, construction, activities and uses which the Buyer may conduct thereon, (iv) the compliance of or by the Premises or its operation (whether existing or contemplated) with any applicable laws, (v) the habitability, merchantability, fitness, value or adequacy of the Premises for any particular purpose, (vi) the Seller's title to the Premises and the existence of any liens, encumbrances, charges, assessments, restrictions or claims relating thereto, (vii) the availability, condition or adequacy of any utilities serving or which could serve the Premises, or the amount of any costs or fees required to extend, tie into, or tap into any utilities serving the Premises or to otherwise develop the Premises, or (viii) any other matter with respect to the Premises.

(c) The Buyer acknowledges that it is a sophisticated real estate developer who has had (or who will have pursuant to the provisions of this Agreement) access to and sufficient time to review all information,

documents, agreements, studies and tests relating to the Premises which it deems necessary or desirable, and that it has conducted or will conduct to its satisfaction a complete and thorough inspection, testing, analysis and evaluation of the Premises, including but not limited to environmental conditions. The Buyer is relying and will rely solely on its own investigation of the Premises and not on any information provided or to be provided by the Seller or any agent or employee of the Seller in making its decision to purchase the Premises. The Buyer further acknowledges and agrees that any and all information provided or to be provided by or on behalf of the Seller with respect to the Premises, including without limitation any reports, plans, specifications, studies, analyses, documents or other materials, was obtained from a variety of sources, is being provided to the Buyer as a convenience only, and that the Seller has not made any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information.

(d) Upon the Closing, the Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions or violations of any laws, may not have been revealed by Buyer's investigations, and the Buyer, as of the Closing, shall be deemed to have permanently and irrevocably waived, relinquished and released the Seller (and the Seller's employees, agents, consultants and attorneys) of and from any and all claims, demands, causes of action (including causes of action in tort), obligations, losses, damages, liabilities, penalties, fines, judgments, costs and expenses (including reasonable attorneys' fees and expenses) of any and every kind of character, known or unknown, now existing or hereafter created, foreseen or unforeseen, which the Buyer might have asserted or alleged against the Seller (and/or the Seller's employees, agents, consultants and attorneys) at any time relating to or arising out of the Premises, including, without limitation, any physical or environmental conditions. The Buyer covenants and agrees never (directly or indirectly) to commence, aid in any way, or prosecute against the Seller or any of the Seller's employees, agents, consultants and attorneys, any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities released in this Section. In addition to, and not in limitation of, the provisions of this Agreement hereof, from and after the Closing, the Buyer shall hold harmless and release the Town and the Town's officers, employees, agents, consultants, contractors and attorneys, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees and expenses) arising in whole or in part out of or in connection with any physical or environmental conditions now existing or hereafter arising at the Premises, regardless of the cause thereof.

(e) The provisions of this Section 3.2 shall survive, as applicable, the Closing and delivery of the Deed, or the rescission, cancellation, or termination of this Agreement.

3.3 Environmental Matters.

So long as the Closing occurs, the Buyer shall be responsible for the assessment, containment, removal and remediation of all pre-existing releases of oil and hazardous materials at or from the Premises in accordance with General Laws Chapter 21E and the Massachusetts Contingency Plan to either a Permanent Solution with No Conditions or a Permanent Solution as well as compliance with any other applicable laws regarding the presence, use or disposal of oil and hazardous materials.

3.4 Title Review.

The Buyer shall have a period of forty-five (45) days from the Effective Date to perform its title review (the "Title Review Period") of the Premises at the Buyer's sole cost and expense and to notify the Seller of its objections to any encumbrances or liens, other than the Permitted Encumbrances as defined in Section 4.2 ("Buyer's Title Objections"), by a written notice (the "Title Objections Notice"). If the Buyer has not delivered the Title Objections Notice by 5:00 p.m. on the last day of the Title Review Period, the

Buyer shall be deemed to have waived its objections to all matters of title, other than those first arising after the date of the Buyer's title commitment for the Premises (or if the Buyer does not obtain a title commitment, then the date of this Agreement), and shall accept title to the Premises (the "Post-Review Title Objections"), subject to such matters, at the Closing (as hereinafter defined). With respect to any Post-Review Title Objections, each of the Seller and the Buyer shall have the same rights and obligations under this Section 3.4 as if such Post-Review Title Objections constituted Title Objections hereunder. Any title matter arising under or relating to this Agreement which is the subject of a title standard of the Real Estate Bar Association ("REBA") shall be governed by said title standard to the extent applicable and to the extent such title does not contradict any expressed term or condition of this Agreement.

Within ten (10) business days after the Seller's receipt of the Title Objection Notice ("Cure Election Period"), the Seller shall notify Buyer in writing as to whether the Seller elects to use reasonable efforts to cure any or all of Buyer's Title Objections ("Title Cure Notice"). Reasonable efforts shall not require the expenditure of more than Five Thousand Dollars ($5,000.00) by Seller (exclusive of the payment of voluntary monetary liens but inclusive of reasonable attorney's fees) (the "Cure Amount"). If the Seller elects not to cure the Buyer's Title Objections, the Buyer shall have ten (10) days from the Buyer's receipt of the Seller's Title Cure Notice, or ten (10) days from the date Seller was to have provided notice to Buyer of Seller's election not to cure the Buyer's Title Objections if the Seller fails to give the Title Cure Notice, to notify the Seller in writing that Buyer elects to proceed or to terminate this Agreement ("Election Notice"). If the Buyer timely elects to terminate this Agreement as aforesaid, then the Deposit shall be returned to the Buyer. If the Buyer elects to proceed or fails to give the Election Notice, the Buyer shall be deemed to have waived its objections to all matters of title and shall accept title to the Premises, subject to such matters set forth on the Title Objection Notice, at the time of the Closing.

If the Seller fails to give the Title Cure Notice, the Seller shall be deemed to have elected not to cure Buyer's Title Objections. If Seller elects or is deemed to have elected not to attempt to cure any one or more of Buyer's Title Objections and the Buyer has elected to terminate the Agreement in the Election Notice, this Agreement shall be terminated and the Deposit shall be returned to the Buyer without further recourse to either Party, subject to the Buyer's obligations under the Entry Agreement.

3.5 Buyer's Objections - Due Diligence. If the Buyer discovers during its due diligence any new, different, significant and material conditions (including, without limitation, environmental conditions) not disclosed in the Property Information or in the RFP, it may, on or before 5:00 p.m. on the last day of the Due Diligence Period, serve written notice upon the Seller, which notice shall provide a detailed description of the basis for the Buyer's objections ("Buyer's Objections"). If the Seller does not receive written notice from the Buyer of the Buyer's Objections upon expiration of the Due Diligence Period, the Buyer shall be deemed to have waived its right to terminate this Agreement under this section and shall be obligated to purchase the Premises in accordance with this Agreement.

Upon receipt of notice of the Buyer's Objections, the Seller may, in its sole discretion, extend the Due Diligence Period for so long as Seller deems necessary (but no longer than thirty (30) days) in order to understand and analyze the Buyer's Objections. Upon the expiration of such extended Due Diligence Period, or if the Seller has not elected to extend the Due Diligence Period as aforesaid, the Seller shall have the option, but not the obligation, by providing written notice to Buyer, to either: (i) notify the Buyer in writing of its proposed actions to cure the Buyer's Objections (which Buyer shall either approve or disapprove in Buyer's commercially reasonable discretion within five (5) business days after the date of Seller's notice, with Buyer's failure to timely approve or disapprove being deemed Buyer's approval, and provided that if Buyer disapproves Seller's proposed curative actions, then the Due Diligence Period shall be automatically extended until the date that is five (5) business days after the date of such disapproval), and thereafter Seller shall perform such approved curative actions within a reasonable period of time, which period of time shall be agreed upon by the Parties in writing but shall under no circumstances be shorter

than forty-five (45) days or longer than one hundred eighty (180) days (the "Remedial Period"); or (ii) to terminate this Agreement (unless Buyer rescinds its Buyer's Objections within three (3) business days after Buyer receives Seller's notice so terminating this Agreement, in which case Seller's termination shall be null and void), in which event the Deposit shall be returned to the Buyer, and this Agreement shall terminate without further recourse to either Party, subject to the Buyer's obligations under the Entry Agreement. In the event of such termination, the Buyer shall provide the Seller with all reports and data generated as a result of Buyer's due diligence.

If the Seller elects to cure the Buyer's Objections in accordance with this Section 3.5, the Closing (if the same would occur pursuant to the provisions hereof prior to the date that is forty-five (45) days after the expiration of the Remedial Period) shall automatically be extended to forty-five (45) days from the expiration of the Remedial Period, or such other time period as the Parties may agree to. If at the expiration of the Remedial Period, as the same may be extended, the Seller has not remediated the Buyer's Objections to a solution which would not prevent or substantially interfere with the Buyer's development, construction, marketing and/or rental of residential housing on the Premises and otherwise in a manner substantially consistent with the cure accepted by Buyer in writing, the Buyer, as its sole and exclusive remedy, may terminate this Agreement by sending written notice to the Seller, within five (5) business days of the expiration of the Remedial Period, in which event this Agreement shall terminate and the Deposit shall be returned to the Buyer without further recourse to either Party, subject to the Buyer's obligations under the Entry Agreement. In the event of such termination, the Buyer shall provide Seller with all reports and data generated as a result of the Buyer's due diligence. If the Seller does not receive written notice from the Buyer of Buyer's intent to terminate this Agreement within five (5) business days of the expiration of the Remedial Period, the Buyer shall be deemed to have waived its right to terminate this Agreement under this section and shall be obligated to purchase the Premises subject to all uncured Buyer's Objections in accordance with this Agreement.

3.6 Project Permitting.

(a) The Buyer shall be solely responsible for applying for and obtaining any and all governmental permits and approvals required by law for the construction of the Buyer's Project, including without limitation, building permit(s) and septic system permit(s) (the "Approvals"), prior to the Time of Closing (as such term is defined herein). Upon the expiration of the Due Diligence Period, the Seller shall reasonably cooperate with the Buyer in connection with the Buyer's application for Approvals, including executing any documents necessary therefor, but in no event shall Seller incur any liability in connection therewith.

(b) The Buyer's application for its building permit for the Buyer's Project shall contain schematic design drawings, which include conceptual site plans, architectural drawings and building elevations that are substantially similar to the Schematic Design Plans. The Buyer covenants and agrees that it shall not materially alter the Schematic Design Plans during the building permit process unless approved by Seller, whose approval will not be unreasonably withheld, conditioned or delayed. If Buyer desires to modify any portion of the Schematic Design Plans, Buyer shall submit any such proposed modification to Seller for its approval, not to be unreasonably withheld, conditioned or delayed.

(c) In the event that the Schematic Design Plans are materially altered because of a requirement by the Building Department or by law, the Buyer shall promptly submit such material changes to the Seller for its review, but not for its approval.

(d) The Buyer shall provide the Seller with three (3) hard copies and an electronic copy of the Schematic Design Plans (in a form acceptable to the Seller's Building Department) approved by the Seller.

(e) The Buyer shall use diligent and good faith efforts to obtain the Approvals and financing for the construction of the Buyer's Project pursuant to the schedule attached hereto as Exhibit D. In no event will the Buyer be deemed to have used diligent efforts to obtain the Approvals and financing unless the Buyer submits completed applications for the Approvals and financing in the timeframes provided in the schedule attached hereto as Exhibit D. Buyer shall promptly notify Seller in writing if it reasonably believes that it may not timely achieve any of the Project milestones identified in Exhibit D. Notwithstanding the foregoing, at any time that any aspect of Buyer's Project is subject to any appeal or legal proceeding, the timeframes set forth on Exhibit D will be tolled (and/or extended, as applicable) on a day-for-day basis until such time that the appeal and/or legal proceeding is resolved by unappealable judgment. For the avoidance of doubt, the tolling as set forth in the immediately preceding sentence shall not include nor affect the Outside Closing Date (as defined below). If, notwithstanding the Buyer's diligent and good faith efforts, the Buyer has not obtained all of the Approvals necessary to construct the Buyer's Project as of the Outside Closing Date due solely to such unresolved appeals or legal proceedings, then Buyer shall have the right to terminate this Agreement upon written notice to Seller, in which event (i) the Deposit shall be returned to Buyer, (ii) the Buyer shall cooperate with Seller following such termination to the extent reasonably necessary to request that such legal proceedings be dismissed (which obligation shall survive the termination of this Agreement), and (iii) all other obligations of the Parties shall cease and this Agreement shall be void without recourse to the Parties hereto.

(f) Notwithstanding the foregoing, to the extent that the Buyer is delayed in obtaining all of the Approvals necessary to construct the Buyer's Project due solely to the actions or inactions of a permit granting authority, then the Buyer may request, and the Select Board, in its sole discretion, may extend the Outside Closing Date, without requiring the Buyer to pay any additional deposit, for the period of time that the Seller determines, in its sole and absolute discretion, that the Buyer has been delayed by such permit granting authority.

ARTICLE IV
CONVEYANCE OF THE PREMISES.

4.1 Closing; Outside Closing Date.

The Seller shall convey the Premises to the Buyer at the offices of the Seller, at 10:00 a.m. on the date designated by Buyer no earlier than the date that is ten (10) days, and no later than thirty (30) days after the date on which all conditions to closing set forth in Section 4.4(a) and 4.4(b) have been satisfied (or waived in writing by the applicable party pursuant to Sections 4.4(a) and (b)), unless another date and time is otherwise agreed upon in writing between the parties (such time, as the same may be extended pursuant to this Agreement, being referred to as the "Time of Closing", "Closing" or the "Closing Date"). Notwithstanding the foregoing, if the Closing has not occurred within one (1) year of the Effective Date or such extended period as the Seller may extend in its sole discretion) (the "Outside Closing Date"), then Seller shall have the right in its sole discretion to terminate this Agreement upon written notice to Buyer, in which event the Deposit shall be returned to Buyer, and all other obligations of the Parties shall cease and this Agreement shall be void without recourse to the Parties hereto except as may otherwise be set forth herein.

4.2 Title.

The Premises is to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to the Buyer. The Deed shall convey good, clear record and marketable title to the Premises, subject to the following (the "Permitted Encumbrances"):

(a) Applicable laws, orders and regulations of any federal, state, or local governmental authority, including, without limitation, building, zoning, and environmental laws (the "Legal Requirements");

(b) All easements, restrictions, agreements, rights of first refusal, repurchase agreements, and other documents of record, insofar as the same may be in force and applicable to the Premises;

(c) Matters that would be disclosed by an accurate ALTA/NSPS survey of the Premises (regardless of whether the Buyer obtains such a survey);

(d) Such real estate taxes for the fiscal year that are not due and payable on the date of delivery of the Deed (if any);

(e) All matters which would be disclosed by a personal inspection, 21E inspection, or an instrument survey of the Premises;

(f) All matters created or caused by Buyer;

(g) A perpetual affordable housing restriction in the Deed;

(h) The provisions of the Deed and any document recorded with the Deed as part of the closing of the sale contemplated by this Agreement;

(i) The provisions of this Agreement; and

(j) The Repurchase Agreement (as defined below) that will be recorded at the time of the conveyance referenced in Section 6.2 below.

4.3 Closing Costs.

(a) The Seller will pay the following costs at the Time of Closing:

(i) the fees and disbursements of the Seller's counsel; and

(ii) all real estate transfer, stamp or documentary taxes, if any.

(b) The Buyer will pay the following costs of closing this transaction:

(i) the fees and disbursements of the Buyer's counsel;

(ii) the cost of title, including a title commitment, owner's and lender's title insurance policies and all endorsements the Buyer may request;

(iii) a payment in lieu of taxes, at Closing, in an amount determined by Seller in accordance with M.G.L. c. 44, sec. 63A, if applicable to Buyer as a tax exempt charitable organization.

(c) Recording fees and adjustments, if any, shall be paid in accordance with Massachusetts custom for municipal closings in the Town of Falmouth. The day of closing shall be assigned to the Buyer.

4.4 Conditions Precedent to Closing.

(a) The following shall be conditions precedent to Buyer's obligations to close hereunder (unless waived in writing by Buyer in its sole discretion):

(i) All Approvals have been granted by the relevant authority or authorities having jurisdiction, and applicable appeal periods having expired with no appeal having been taken (or if such an appeal has been taken, the same is resolved by unappealable judgment); and

(ii) The Seller's representations and warranties herein are materially true if made as of the Closing Date and Seller is otherwise then in compliance with the provisions of this Agreement.

(b) The following shall be conditions precedent to Seller's obligations to close hereunder (unless waived in writing by Seller in its sole discretion):

(i) The conditions set forth in clause (i) of Section 4(a) above have been satisfied;

(ii) The Buyer has furnished the Seller with evidence satisfactory to the Seller (i) of a binding commitment from a lender/lenders for financing of the construction of the Buyer's Project, (ii) of equity or commitment of equity and any other financings or fundings required to complete Buyer's Project;

(iii) The Buyer's representations and warranties herein are materially true if made as of the Closing Date and Buyer is otherwise then in compliance with the provisions of this Agreement; and

(iv) The Buyer has furnished to the Seller a duly executed disclosure of beneficial interests in real property pursuant to M.G.L. c. 7C, Section 38.

4.5 Closing Deliveries.

(a) At the Time of Closing, the Seller shall deliver the following documents, fully executed, in a form reasonably acceptable to the Buyer's counsel and title insurance company:

(i) the Deed duly executed and acknowledged by the Seller containing the following statement: "In connection with the conveyance hereby made, there has been full compliance with the provisions of Section 63A of Chapter 44 of the Massachusetts General Laws.";

(ii) a duly executed certificate to the effect that the representations and warranties made by the Seller in this Agreement are true and correct at the Time of Closing;

(iii) reasonable and customary affidavits executed by the Seller regarding mechanics' and materialmens' liens and parties in possession as required by the title company;

(iv) a so-called FIRPTA affidavit executed by the Seller as to its non-foreign status within the meaning of Sections 1445 or 7701 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

(v) a duly executed settlement statement;

(vi) a duly executed notice of this Agreement in the form of Exhibit F attached hereto (the "Notice of Agreement");

(vii) [SNDA requirement deleted]; and

(viii) a duly executed Repurchase Agreement.

(b) At the Time of Closing, the Buyer shall deliver the following documents, fully executed, in a form reasonably acceptable to the Seller:

(i) a current certificate of legal existence and good standing from the Commonwealth of Massachusetts and evidence of the Buyer's qualification to conduct business in Massachusetts;

(ii) a duly executed certificate to the effect that the representations and warranties made by the Buyer in this Agreement are true and correct at the Time of Closing;

(iii) a Corporate Vote of the Board of Directors of the Buyer, evidencing the corporate, or other appropriate, authority of the officer or manager executing any documents delivered by the Buyer in connection with the purchase of the Premises;

(iv) a duly executed settlement statement;

(v) a duly executed Notice of Agreement;

(vi) Intentionally omitted.

(vii) [SNDA requirement deleted],

(viii) a duly executed Repurchase Agreement;

(ix) a certification of payment in lieu of real estate taxes as set forth in Section 4.9;

(x) such other documents, certificates, or agreements as may be necessary to consummate the transaction contemplated by this Agreement; and

(xi) the Purchase Price and the Buyer's share of all closing expenses.

4.6 Default; Damages.

If prior to the Closing the Buyer shall fail to fulfill the Buyer's agreements and/or obligations hereunder in any material respect within applicable cure periods, the Seller, as its sole and exclusive remedy, may terminate this Agreement upon notice to the Buyer; provided, that Seller shall not have the right to injunctive or equitable relief hereunder. In the event of such termination, the Seller shall retain the Deposit and the Buyer shall restore the Premises to substantially the same condition as the Premises was prior to entering into this Agreement, as required under this Agreement and the Entry Agreement, unless otherwise agreed to in writing by the Seller. In the event that the Buyer fails to fulfill the Buyer's agreements and/or obligations hereunder after the Closing, the Seller shall be entitled to (i) all rights and remedies available under the law and (ii) elect to exercise its right to repurchase the Premises in accordance with the Repurchase Agreement, in which event, the Seller shall be entitled to specific performance to

compel the delivery of a deed thereunder. In the event that this Agreement is terminated, the Entry Agreement shall be deemed to be automatically terminated at the same time.

If the Seller shall fail to fulfill the Seller's agreements and/or obligations hereunder, and the sale contemplated hereby is not consummated because of default by the Seller in its obligation to sell the Premises in accordance with the terms of this Agreement, then the Buyer may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the Deposit will promptly be returned to the Buyer and the Parties shall have no further obligations to each other except for the Buyer's obligations under the Entry Agreement (except for the provisions that expressly survive termination thereof); (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) seek specific performance.

In no event shall the Seller be responsible to the Buyer for the cost of any improvements the Buyer may have made to the Premises or for the costs of any studies, reports, or tests performed by the Buyer except as otherwise provided in the Repurchase Agreement.

In no event shall the Seller be liable to the Buyer for any indirect, special, punitive, multiple, incidental or consequential damages, however caused, including, but not limited to, lost profits, lost revenue, work interruption, or any other form of such damages. In no event shall any of the elected or appointed officials of the Seller or any of the Seller's employees or volunteers be personally liable whatsoever with respect to this Agreement.

A default under the Entry Agreement beyond any applicable cure period shall be deemed to be a default under this Agreement, and a default under this Agreement beyond any applicable cure period shall be deemed to be a default under the Entry Agreement.

The provisions of this Section 4.6 shall survive the Closing and the delivery of the Deed.

4.7 Condemnation.

If prior to the Time of Closing any proceeding shall be commenced or consummated for the taking of all or any part of the Premises pursuant to the power of eminent domain or otherwise which would: (a) in the Buyer's reasonable judgment substantially and materially affect or interfere with the Buyer's access to or use and development of the Premises for Buyer's Project; or (b) make the Premises non-conforming under applicable laws, the Buyer shall have the right, exercisable by giving written notice to the Seller within ten (10) days after receiving written notice of such taking, to either: (a) terminate this Agreement; or (b) accept the Premises in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of the Seller's rights to any claims and condemnation awards payable by reason of such taking. If the Buyer elects to proceed under clause (b) above, the Seller shall not compromise, settle or adjust any claims to such award without the Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.8 Extension.

If at the Time of Closing the Seller shall be unable to convey title or to make conveyance, or to deliver possession of the Premises in accordance with the terms hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, or to satisfy such conditions precedent, and thereupon the Time of Closing shall be automatically extended for a period of sixty (60) days; provided, however, that the Seller shall not be obligated to spend more than the Cure Amount in the exercise of reasonable efforts to cure such defects or to otherwise deliver the Premises.

If at the extended Time of Closing the Seller shall have failed to cure any defects in title, deliver possession, or make the Premises conform, then (a) at the election of the Buyer this Agreement may be terminated without recourse to either party hereto and the Deposit shall be returned to the Buyer subject to the Buyer's obligations to restore the Premises to substantially the same condition it was at the time of entering into this Agreement and the Entry Agreement as well as the Buyer's obligations under the Entry Agreement, unless otherwise agreed to in writing by the Seller; or (b) the Buyer may accept such title as the Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price without deduction, in which case the Seller shall convey such title to the Buyer.

4.9 Real Estate Taxes.

The Seller represents and warrants that the Premises are exempt from local real estate taxes as of the date of this Agreement as Seller is a tax-exempt entity. The Seller's performance hereunder is conditioned upon the Buyer making a payment in lieu of taxes, at Closing, in an amount determined by Seller in accordance with M.G.L. c. 44, sec. 63A, except in the event such payment is not applicable due to Buyer's tax-exempt status as a charitable organization.

In accordance with G.L. c. 62C, § 49A, the Buyer certifies, under the pains and penalties of perjury, that the Buyer has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes. Such certification shall be made again and executed as of the Time of Closing.

After the Closing, the Buyer shall be responsible for all real estate taxes for the Premises (unless the Buyer or the use of the Premises is exempt from taxation under law) and the obligation to pay the real estate taxes shall run with and bind the Premises as a matter of record. The terms and provisions of this paragraph shall survive the Closing and the delivery of the Deed.

ARTICLE V
RESTRICTIONS ON DEVELOPMENT AND USE

5.1 Restrictions on Use.

The Buyer agrees that the Deed for the Premises shall contain agreements on behalf of the Buyer that it will devote the Buyer's Project only to and in accordance with the uses specified below (unless otherwise agreed by the Seller and the Buyer)

The single-family home will be deed restricted for sale and resale to households earning at or below 140% of the AMI for Barnstable County as required by the Affordable Housing Restriction attached hereto as Exhibit H.

Such restriction shall survive the Closing.

5.2 Affordable Housing Restriction.

The Premises upon conveyance to a homebuyer after Project Completion shall be subject to the Affordable Housing Restriction, which shall be permanent, restricting the use of the Premises for affordable housing purposes. The Affordable Housing Restriction will be substantially in the form attached hereto as Exhibit H and shall be recorded simultaneously with the deed to the homeowner who purchases the home from the Buyer and prior to any mortgage or other financing document of such homebuyer encumbering title to any portion of the Premises. The Affordable Housing Restriction in the form attached as Exhibit H shall not be amended or modified without the express consent of the Seller.

At the Time of Closing, perpetual deed restriction shall be set forth in the deed of the Premises from the Seller to the Buyer to recorded in the Registry, in favor of the Town providing for the Premises to be used only for housing of persons or families earning up to 140% of the Area Median Income for Barnstable County and to be subject to the Affordable Housing Restriction upon resale by the Buyer and the subsequent purchaser from Buyer (the "Deed Restriction"). The Deed Restriction shall provide that notwithstanding anything therein to the contrary, if the Buyer's interest in the Premises is acquired through foreclosure or similar remedial action under the provisions of any mortgage or upon conveyance in lieu of foreclosure, then the Town's rights and remedies under the Deed Restriction shall not lapse, but rather shall remain in full force and effect in perpetuity, and shall apply to any mortgage holder or purchaser of Buyer's interest in the Premises or other successor thereto (the "Foreclosure Survival Requirement"). The Deed Restriction will be in form and content mutually acceptable to the Seller and Buyer and shall be recorded prior to any mortgage or other financing document encumbering title to any portion of the Premises.

ARTICLE VI
POST CONVEYANCE ACTIVITIES AND COVENANTS

6.1 Covenants Relating to the Timing, Use and Maintenance of Buyer's Project.

(a) Subject only to delays caused solely by Force Majeure, the Buyer shall Commence (as defined herein) construction of the Buyer's Project in accordance with the plans submitted to the Town of Falmouth Building Commissioner in connection with the Buyer's application for a building permit (the "Final Construction Plans") by a date that is ninety (90) days after the Closing ("Buyer's Project Commencement Date"). The Final Construction Plans shall be materially consistent with the Schematic Design Plans, as the same may have been modified pursuant to the provisions herein. In addition, if Buyer desires to modify any portion of the Final Construction Plans, Buyer shall submit any such proposed modification to Seller for its approval, not to be unreasonably withheld, conditioned or delayed. Within ten (10) business days of Seller's receipt of the proposed modification (or such longer period as may be reasonably necessary for Seller to evaluate such request in compliance with open meeting laws, which extension shall become effective upon notice from Seller to Buyer), Seller shall notify Buyer in writing with reasonable specificity of any aspect of such modification to which Seller objects. If Seller fails to approve or object to any requested modification within such period, Seller shall be deemed to have approved such modification. Construction of the Buyer's Project shall be deemed to "Commence" upon the date that (i) a building permit for Buyer's Project is issued by the Town of Falmouth Building Inspector and (ii) the Buyer commences and diligently undertakes physical construction of the Buyer's Project.

(b) Subject only to delays caused solely by Force Majeure, the Buyer hereby covenants and agrees to Complete (as defined herein) construction of the Buyer's Project by a date which is twenty-four (24) months after the Closing ("Buyer's Project Completion Date"). The Buyer's Project shall be deemed "Complete" upon the date that: (i) the Town of Falmouth Building Inspector has issued a temporary or permanent certificate of occupancy for the Buyer's Project; (ii) the Buyer's Project can be used for its intended purpose as evidenced by a certification of substantial completion, in accordance with the approved Final Construction Plans issued by the Buyer's General Contractor subject only to a punch list of items remaining to be completed of minor nature of construction, decoration, painting, and millwork; (iii) the Buyer's Project is free of debris and construction materials, is in usable condition; (iv) all landscaping is completed and planted, except for such work that cannot be completed due to seasonal conditions; w. Upon satisfaction of this Section 6.1 and written request by the Buyer, the Seller shall issue a Certificate of Completion to the Buyer substantially in the form attached hereto as Exhibit G.

(c) The Buyer hereby covenants and agrees to use the Premises solely for affordable housing purposes, as set forth in this Agreement.

For purposes of this Agreement, "Force Majeure" shall mean a delay or stoppage to the extent due to strikes, civil riots, war, invasion, fire or other casualty, acts of God, pandemics, inability or delays (not within Buyer's reasonable ability to anticipate) in procuring materials, equipment and labor, adverse weather conditions not reasonably anticipated and resulting in a declared state of emergency, act or failure to act of quasi-governmental or governmental authorities or other causes beyond the reasonable control of the party required to make performance, but specifically excluding financial constraints of such party.

The covenants set forth in this Section 6.1 shall survive Closing.

6.2 Repurchase Right.

In the event that the Buyer fails to (i) Commence the Buyer's Project by the Buyer's Project Commencement Date, (ii) diligently, continuously and expeditiously prosecute the construction of the Project, (iii) Complete the Buyer's Project by the Project Completion Date, as any such dates may be extended by Force Majeure, and (iv) not use or permit the use of the Premises other than for affordable housing purposes as required by the Affordable Housing Restriction, the Seller shall have the option, exercisable at the Seller's sole discretion, to repurchase all or any portion of the Premises pursuant to the terms of the Repurchase Agreement to be entered into between the Parties (the "Repurchase Agreement") and recorded at the time of the initial conveyance with the Registry. The Buyer and the Seller have agreed upon the Repurchase Agreement attached hereto as Exhibit E, which shall be executed and recorded at the Time of Closing. In addition, Seller shall enter into a subordination, non-disturbance and attornment agreement with Buyer's mortgage lender(s) and third party equity investors (if any) relating to the Repurchase Agreement (which may be included in the Master Subordination Agreement if agreed to by Seller and such mortgage lender(s) and third party equity investors) that will provide (1) that Seller's rights pursuant to the Repurchase Agreement shall be subordinated to the rights of any of the lender(s) providing financing, but that the Repurchase Agreement will not be terminated by a foreclosure of the lender(s) of their respective mortgage, (2) in the event that Seller exercises its rights under the Repurchase Agreement, Seller will acquire the Premises subject to such mortgage(s), (3) Seller will provide any notices under the Repurchase Agreement to such lenders and third party equity investors in the Buyer's Project, (4) such lender(s) and third party equity investors will have the right to cure any event giving rise to Seller's rights to repurchase the Premises under the Repurchase Agreement, (5) Seller will agree that it will not exercise a repurchase right under the Repurchase Agreement so long as any lender(s) or third party equity investors are diligently pursuing a cure of the event giving rise to Seller's repurchase right, which may include foreclosing their respective mortgage and/or replacing Buyer as the developer of the Buyer's Project, and (6) such other requirements of such mortgage lender(s) and third party investors that are reasonably acceptable to Seller and Buyer, which Seller and Buyer will negotiate in a good faith, commercially reasonable manner (the "SNDA").

6.3 Assignment.

Prior to the Buyer's Project Commencement Date, Buyer covenants not to make or suffer to be made any assignment, lease or any other manner of transfer of its interest in the Premises or portion thereof or in this Agreement, except (i) to any person or entity which directly or indirectly controls, is controlled by or is under common ownership with Buyer as of the date of the assignment (a "Related Party"); provided Buyer notifies Seller in writing at least ten (10) business days prior to the effective date of such assignment, such assignee expressly assumes Buyer's obligations under this Agreement in writing, and Seller receives a copy of such assumption, or (ii) if it shall have complied with the following conditions:

(a) The transferee shall have been approved as such in writing by the Seller;

(b) The transferee or transferees, by valid instrument in writing satisfactory to Seller, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the Seller, all obligations of any person or persons, including Buyer, to being, complete and or maintain and operate, as applicable, Buyer's Project and all obligations of the Buyer provided for in this Agreement. Notwithstanding the foregoing, the fact that any transferee of, or any other successor interest whatsoever to the Premises, or any part thereof, shall for whatever reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by Seller) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the Seller of or with respect to any rights or limitations or controls with respect to the Premises or the construction of the Buyer's Project; it being the intent of this, together with other provisions of this Agreement that, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement, no transfer of or change, with respect to ownership, possession or control, shall operate legally or practically to deprive or limit Seller of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Premises and the construction of the Buyer's Project that Seller would have, had there been no such transfer or change.

(c) There has been submitted to the Seller for review and the Seller has approved, in its sole discretion and within thirty (30) days, all instruments and other legal documents involved in effecting transfer.

(d) The Buyer and its transferee or transferees shall comply with such other reasonable conditions as Seller may find desirable in order to achieve and safeguard the purposes of this Agreement.

In the event of any violation by such a transferee of any obligation assumed or required to be assumed under this Section, which violation shall occur prior to receipt of the Certificate of Completion, the Buyer shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Buyer shall fail or refuse to effect such cure, the Seller may institute such actions or proceedings against the transferee and/or the Buyer as the Seller deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses which may be incurred by the Seller in instituting and prosecuting such action or proceedings shall be paid by the Buyer.

The provisions of this Article VI shall survive the Closing and the delivery of the Deed.

ARTICLE VII
INSURANCE REQUIREMENTS DURING CONSTRUCTION

7.1 Insurance Requirements During Construction Period.

The Buyer shall, at all times prior to the final completion of the Buyer's Project, maintain and deliver to the Seller evidence of and keep in full force and effect, or cause the general contractor(s) for the Buyer's Project to maintain, either directly or through subcontractors, and to deliver to the Seller evidence of and keep in full force and effect a policy of Builder's Risk insurance in an amount equal to the amount of the general construction contract for the construction of Buyer's Project. The policy shall (i) list Seller as an additional insured, (ii) be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide

with respect to primary levels of coverage and (iii) be issued and delivered in accordance with Massachusetts law and regulations.

Prior to issuance of the Building Permit, the Buyer shall deliver to the Seller a copy of the required policy and endorsements thereto on forms which are acceptable to the Seller.

The insurance policy required by this Section 7.1 shall contain an endorsement providing that written notice shall be given to the Seller at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

The insurance coverage required herein may be effected under blanket insurance policies; provided, however, that (a) such policies are written on a per-occurrence basis, (b) such policies comply in all other respects with the provisions of this Article VII, and (c) the protection afforded under any such policy shall be no less than that which would be available under a separate policy relating only to this Agreement. If any coverage required by this Agreement is provided under blanket insurance policies, promptly upon execution of this Agreement and annually thereafter, the Seller shall be provided with a list of the projects covered by such blanket insurance policies, the dollar amount of each project covered and such other information as the Seller may reasonably request to enable it to evaluate whether the requirements of this article have been met, or, in the alternative, any such policy shall include a dedicated limit applicable solely to the Buyer's Project.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Buyer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Buyer under this Agreement or constitute a representation or warranty by the Seller that the coverage provided by such insurance is adequate for purposes of the Buyer or for any other purpose other than the protection of the interests of the Seller. The Seller shall have the right to waive the levels of coverage and types of insurance required hereunder.

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations, Warranties and Covenants of the Buyer.

(a) Organization. The Buyer is duly organized and validly existing under the laws of the Commonwealth of Massachusetts, is authorized to do business in the Commonwealth, is in compliance with the laws of the Commonwealth, and has the power and authority to own its properties and assets and to carry on its business in the Commonwealth as now being conducted and as hereby contemplated.

(b) Authority. The Buyer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Buyer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied.

(d) Compliance with Laws. In the permitting, design, acquisition and construction of the Buyer's Project, the Buyer has complied and will comply with the provisions of this Agreement

and all applicable building, zoning, land use, environmental protection, sanitary and safety laws, rules and regulations, and all applicable grant, reimbursement and insurance requirements, and will not permit a nuisance thereon; but it shall not be a breach of this subsection if the Buyer fails to comply with such laws, rules, regulations and requirements (other than Chapter 21E of the Massachusetts General Laws, as amended) during any period in which the Buyer is diligently and in good faith contesting the validity thereof. The Buyer shall not with knowledge commit, suffer or permit any act to be done in, upon or to the Premises in violation of any law, ordinance, rule, regulation or order of any governmental authority.

(e) Litigation. There are no pending or, to the best of the Buyer's knowledge and except as disclosed by Seller to Buyer in writing, threatened actions, suits, or proceedings before any court, arbitrator or governmental or administrative body or Seller which may materially adversely affect the properties, business or condition, financial or otherwise, of the Buyer or its ability to perform its obligations under this Agreement.

(f) No Conflicts. Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of the Buyer, (2) to the best of the Buyer's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority; or (3) any agreement or instrument to which the Buyer is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

(g) No Approvals Required. Except for the Approvals, no authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by the Buyer of this Agreement or the performance of its obligations hereunder.

(h) Completion of Buyer's Project. The Buyer will complete the Buyer's Project in accordance with the terms of this Agreement and within the timeframes set forth in this Agreement, subject to Force Majeure (as defined below).

(i) Buyer's Source of Equity. The Buyer will have at Closing debt and equity funds sufficient in the reasonable judgment of the Buyer, to develop the Premises. At the date of execution of this Agreement and again prior to the Closing, the Buyer shall provide a detailed written statement to Seller enumerating the sources and planned uses of such funds to complete Buyer's Project.

8.2 Representations of the Seller.

(a) Authority. The Seller has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered. This Agreement has been duly and validly executed and delivered by the Seller.

(b) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied.

(c) No Material Litigation. To the knowledge of the Seller, there are no actions, suits or proceedings pending or threatened, against or affecting the Seller or the Premises which, if

determined adversely to the Seller, would materially adversely affect its ability to perform its obligations hereunder.

(d) No Conflicts. To the knowledge of the Seller, neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with, or results or will result in a breach of, or constitutes or will constitute a default under, (1) any law or any order, writ, injunction or decree of any court or governmental authority; or (2) any agreement or instrument to which the Seller is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

(e) FIRPTA. The Seller is not a "foreign person" as defined in Section 1445 of the Code.

8.3 Brokers.

The Seller and the Buyer represent and warrant to each other that no brokerage fee or real estate commission is or shall be due or owing in connection with this transaction, and the Seller and the Buyer's hereby agree to indemnify and hold the other harmless from any and all claims of any broker or agent based on action or alleged action of the other.

The provisions of this Article VIII shall survive the Closing and delivery of the Deed.

ARTICLE IX
INDEMNIFICATION

9.1 Indemnification; Remedies of Buyer.

(a) The Buyer, regardless of any agreement to maintain insurance, will indemnify and defend the Seller, and its officers, directors, employees, agents, elected and appointed officials, committees, representatives and boards (collectively, the "Indemnitees") and hold the Indemnitees harmless from and against actual losses sustained by an Indemnitee on account of any and all claims arising or accruing after the Closing out of (1) the design, engineering and construction of the Buyer's Project by the Buyer or any of its consultants, engineers, advisors, contractors, subcontractors or suppliers; (2) the Buyer's nonpayment under any contract between the Buyer and its consultants, engineers, advisors, contractors, subcontractors and suppliers, or any claims of persons employed by the Buyer or its agents to construct the Buyer's Project; (3) any accident, injury or damage to any person occurring on the Premises or as a result of the Buyer's Project during the construction thereof but only to the extent that such accident, injury or damage was not caused by the negligent or intentionally tortious act or omission of the Seller; (4) any default in the Buyer's obligations under this Agreement; (5) all matters set forth in Sections 3.2 and 3.3 hereof. In case any action or proceeding is brought against the Indemnitees, by reason of any such claim, the Buyer will defend the same at its expense upon notice from any Indemnitee with counsel chosen by the Buyer subject to the reasonable approval of the Seller. The Seller and the Indemnitees will cooperate with the Buyer, at the expense of the Buyer, in connection therewith and will do nothing to compromise any defense. The Seller has the option, but not the obligation, of retaining separate counsel at its sole cost and expense for any purpose. Retention of such separate counsel by the Seller shall not relieve Buyer of the obligation to defend hereunder.

(b) Notwithstanding any contrary provision in this Agreement, the Seller shall have the right to take any action not prohibited by law or make any decision not prohibited by law with respect to proceedings for indemnity against the liability of the Indemnitees. The Seller may enforce its

rights, including any and all rights available to Seller under law or equity, under this Agreement by legal proceedings.

The provisions of this Article IX shall survive the Closing and delivery of the Deed.

ARTICLE X
MISCELLANEOUS

10.1 Notices.

All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by recognized national overnight courier service, or mailed postage prepaid, by registered or certified mail or by e-mail (with proof of receipt, provided that within one business day a copy is also sent via one of the other methods described herein), addressed as follows:

If to Buyer:
Laura Moynihan, Executive Director
Falmouth Housing Trust, Inc.
PO Box 465
Falmouth, MA 0241
laura@falmouthhousingtrust.org

If to Seller:
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
Attention: Town Manager
Email: mike.renshaw@falmouthma.gov

with a copy to:
Falmouth Town Counsel
157 Locust St.
Falmouth, MA 02540
Email: maura.okeefe@falmouthma.gov

or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or by e-mail or one (1) day after when deposited with a nationally recognized overnight courier service or three days after deposit with the U.S. Postal Service, except that where under this Agreement any time period is specified to commence from notice, such time period shall not be deemed to commence until, according to applicable records of the courier service or U.S. Postal Service, delivery of such notice was first attempted. Notices which are given by either party may be given by the attorney for such party without the signature of such party.

10.2 Non-Offer.

The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or to sell the Premises, it being understood and agreed that neither the Buyer nor the Seller shall be legally obligated with respect to the purchase or sale of the Premises on account of such submission unless and until this Agreement has been fully executed by both the Buyer and the Seller and a fully executed copy has been delivered.

10.3 Survivability of Covenants.

The acceptance of the Deed by the Buyer or the nominee designated by the Buyer, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except for the provisions which are not capable of having been performed on or before the Time of Closing or which by their terms survive delivery of the Deed. Any covenants or provisions in this Agreement which by their terms should survive delivery of the Deed shall be deemed to survive said delivery.

10.4 Complete Agreement.

This Agreement and all Exhibits attached hereto constitute the entire Agreement between the parties hereto and no oral statements made by anyone with regard to the transaction which is the subject of this Agreement shall be construed as a part hereof unless the same is incorporated herein by writing.

10.5 Severability.

If any provision of this Agreement or application to any party or circumstances shall be determined by a final, unappealed ruling of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. In the place of such invalid or unenforceable provision, there shall be substituted a similar, but valid and enforceable provision that comports to the findings of the aforesaid court and most nearly accomplishes the original intent of the parties.

10.6 Time of Essence.

Time is of the essence under this Agreement.

10.7 Counterparts.

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10.8 Recording.

The Seller, at its sole option and expense, may elect to record this Agreement with the Registry.

10.9 Successors Bound.

This Agreement shall be binding upon and shall inure to the benefit of the Seller and the Buyer and their successors, including any successors in title, and permitted assigns.

10.10 General.

This instrument is to be construed as a Massachusetts contract, sets forth the entire contract between the parties and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. Both Parties have actively participated in the drafting and negotiation of this Agreement, and any ambiguity herein shall not be construed against either Party as drafter.

10.11 Captions.

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

10.12 Request for Proposals Incorporated.

The terms and conditions of the RFP issued by the Town of Falmouth dated November 5, 2025 (including all Addenda thereto issued by the Town, if any), as well as the Buyer's response to the same are incorporated herein by reference. In the event of a conflicts between the provisions of the RFP, the Buyer's RFP response, and this Agreement, the provisions of this Agreement shall govern.

10.13 Enforcement.

The parties hereto, and thereafter the permitted successors and assigns of the parties hereto, covenant and agree that the Buyer will reimburse the Seller for all reasonable costs and expenses (including without limitation attorney's fees and expenses) incurred by Seller in enforcing this Agreement or in remedying or abating any violation thereof.

10.14 List of Exhibits.

EXHIBIT A – Plan of Land/Premises
EXHIBIT B – Buyer's Project
EXHIBIT C – Right of Entry Agreement
EXHIBIT D – Project Milestones
EXHIBIT E – Repurchase Agreement
EXHIBIT F – Form of Notice of Agreement
EXHIBIT G – Form of Certificate of Completion
EXHIBIT H - Form of Affordable Housing Restriction

IN WITNESS WHEREOF, the Town and the Buyer have executed this Agreement as of the date first above written.

TOWN OF FALMOUTH:

By its Select Board

_____

_____

_____

_____

_____

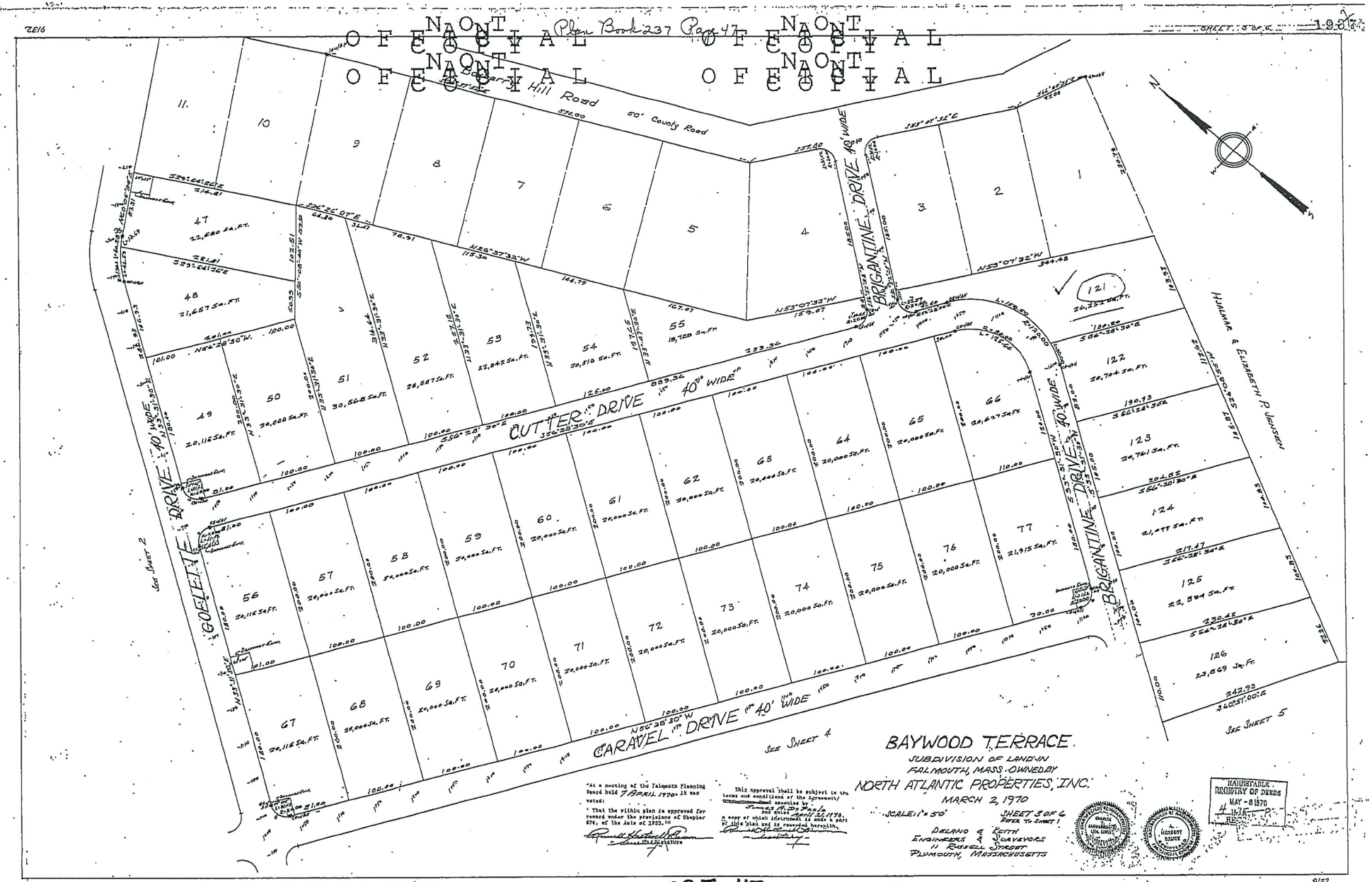
DEVELOPER
Falmouth Housing Trust, Inc.

By: Adelaide Drolette
Name: ADELAIDE DROLETTE

Title: PRESIDENT

EXHIBIT A
Plan of Land/Premises

[See Attached]



Plan Book 237 Page 47
NOT OFFICIAL
Hill Road
50' County Road
BRIGANTINE DRIVE 40' WIDE
CUTTER DRIVE 40' WIDE
GOELETTE DRIVE 40' WIDE
CARAVEL DRIVE 40' WIDE
HUALMAR & ELIZABETH P. JENSEN
SEE SHEET 2
SEE SHEET 4
SEE SHEET 5
BAYWOOD TERRACE
SUBDIVISION OF LAND IN
FALMOUTH, MASS. OWNED BY
NORTH ATLANTIC PROPERTIES, INC.
MARCH 2, 1970
SCALE: 1" = 50'
SHEET 3 OF 6
REFER TO SHEET 1
DELANO & KEITH
ENGINEERS & SURVEYORS
11 RUSSELL STREET
PLYMOUTH, MASSACHUSETTS
"At a meeting of the Falmouth Planning Board held 7 APRIL 1970 it was voted:
"That the within plan is approved for record under the provisions of Chapter 674, of the Acts of 1933."
This approval shall be subject to the terms and conditions of the Agreement/ Bond executed by
and dated April 21, 1970,
a copy of which instrument is made a part of this plan and is recorded herewith.
Signature
REGISTRY OF DEEDS
MAY - 8 1970

237-47

Legal Description
Of Premises

The land with all improvements thereon located in the Town of Falmouth, Barnstable County, Massachusetts, described as follows:

LOT 121 shown on a plan entitled "Baywood Terrace, Subdivision of Land in Falmouth, Mass – Owned by North Atlantic Properties, Inc." dated March 2, 1970, Scale: 1" = 50', Sheet 3 of 6, Delano & Keith Engineers & Surveyors, 11 Russell Street, Plymouth, Massachusetts, which plan is recorded at the Barnstable County Registry of Deeds in Plan Book 237 Page 47.

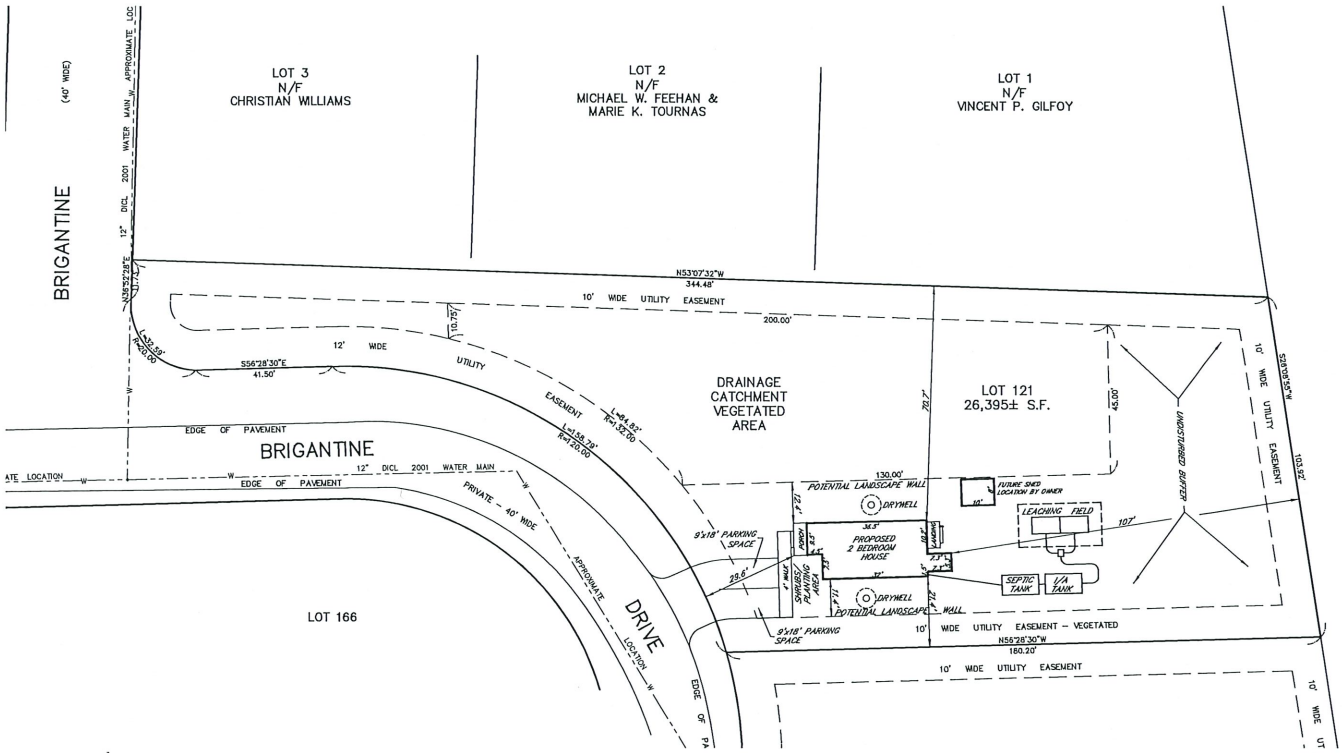
Said LOT 121 is comprised of 26, 252 square feet, according to said plan.

Address of Premises: 20 Brigantine Drive, East Falmouth, MA 02536

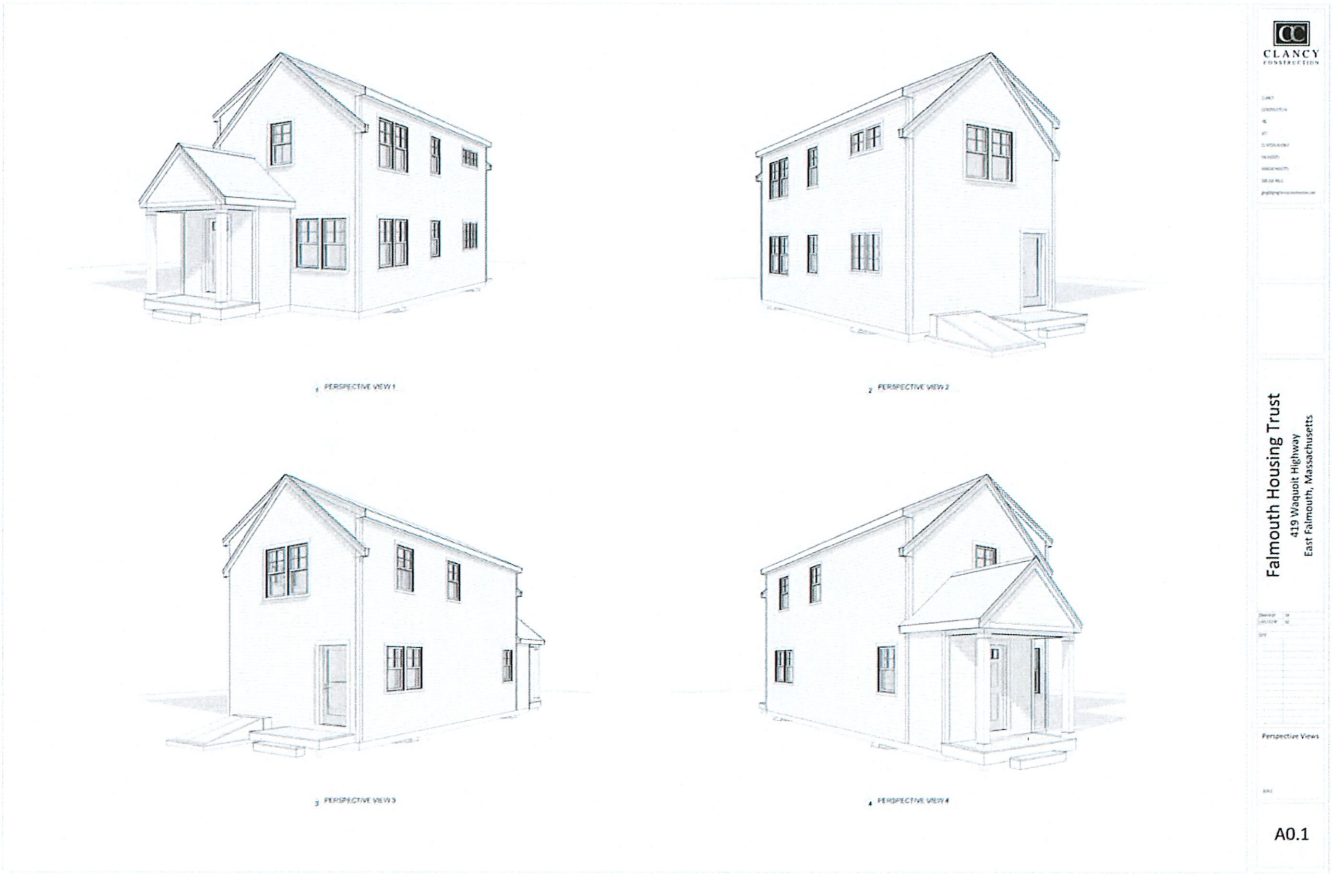
EXHIBIT B
Buyer's Project

[See Attached]

→Site Concept Plan



→Elevation Plans



→Elevation Plans



Materials Described on Plans:

- Hardi Plank Lap Siding (Pre-Dipped)
- 1" X 4" Window Door Trim
- Architectural Style landmark Asphalt Shingles
- 7" X 7" Wood Columns Wrapped in PVC
- Rake PVC Trim
- 1" X 5/6" PVC Corner Boards
- Double Hung Windows 200 series with 2-inch sill
- Casement Windows 400 series
- Composite Decking
- Therma-Tru Doors
- Aluminum Gutters
- Bilco Bulkhead

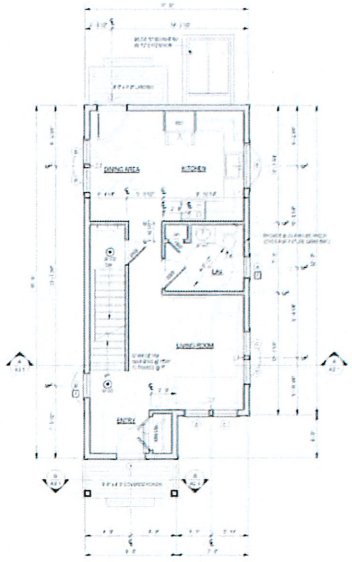
→Floor Plans

EXTERIOR DOOR SCHEDULE

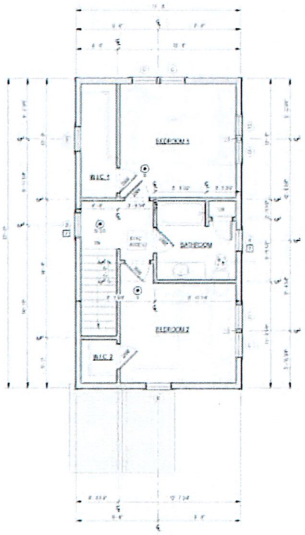
TAG	TYPE	WIDTH	HEIGHT	R.O. WIDTH	R.O. HEIGHT	NOTES
1	ThermaTru Insulated Entry Door	3' - 0"	6' - 8"			Style to be selected
2	ThermaTru Insulated Entry Door	3' - 0"	6' - 8"	3' - 2 1/2"	6' - 11 7/16"	Half Glass 9 Light

WINDOW SCHEDULE

TAG	TYPE	MODEL	WIDTH	HEIGHT	R.O. WIDTH	R.O. HEIGHT	QTY	NOTES
A	200 Series Tilt Wash Double Hung	2440H2440	2' - 3 1/2"	3' - 11 1/2"	2' - 4"	4' - 0"	2	4 OVER 1 LITE
B	200 Series Tilt Wash Double Hung	2440H2840	2' - 7 1/2"	3' - 11 1/2"	2' - 8"	4' - 0"	5	4 OVER 1 LITE
C	200 Series Tilt Wash Double Hung	2440H3940	2' - 7 1/2"	4' - 5 1/2"	2' - 8"	4' - 6"	6	4 OVER 1 LITE
D	400 Series Awning	A251	2' - 4 3/8"	2' - 0 1/8"	2' - 4 7/8"	2' - 0 5/8"	3	4 LITE
E	400 Series Twin Casement	CW235	4' - 8 1/2"	3' - 4 13/16"	4' - 9"	3' - 5 5/16"	1	6 LITE



1 FIRST FLOOR PLAN
1/4" = 1'-0"



2 SECOND FLOOR
1/4" = 1'-0"

CLANCY

Falmouth Housing Trust
419 Waquoit Highway
East Falmouth, Massachusetts

Floor Plans/ Schedules

A1.1

ISSUED FOR PERMIT REVISED 02.26.2025

→Floor Plans

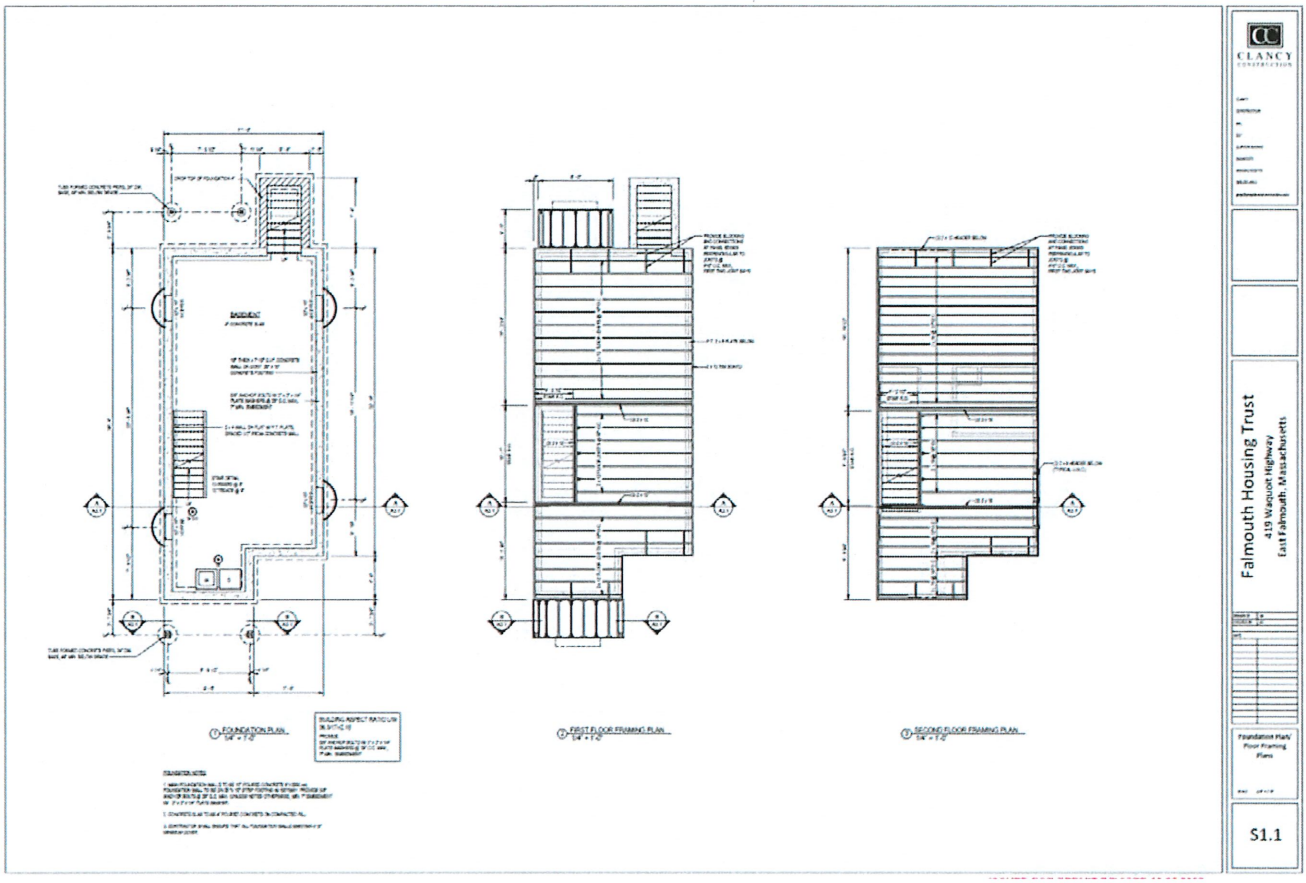

CLANCY
Falmouth Housing Trust
419 Waquoit Highway
East Falmouth, Massachusetts
Foundation Plan/ Floor Framing Plans
S1.1

EXHIBIT C

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT (this "Agreement") is made this _____ day of _____, 2026 by and between Town of Falmouth, acting by and through its Select Board, (the "Seller" or "Town"), a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth MA 02540 and Falmouth Housing Trust, Inc., a Massachusetts limited liability company having a business address of 17 Academy Lane, Falmouth MA 02540 ("Developer").

WHEREAS, the Town and Developer are parties to that certain Land Disposition Agreement (the "LDA") concerning the sale and development of 20 Brigantine Drive, Falmouth Massachusetts (the "Property");

WHEREAS, Developer desires to access the Property for the purpose of conducting certain due diligence with regard to the condition of the Property, as further described herein;

WHEREAS, the Town agrees to permit such access and due diligence, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

(a) Developer's Inspection Rights. Subject to the provisions of this Agreement, for a period ninety (90) days after the date of this Agreement, the Developer, and the Developer's employees, contractors, consultants, agents and representatives (collectively "Developer's Representatives") may enter the Property, at the Developer's sole risk and the Developer's sole cost and expense, to conduct its due diligence, inspections, Phase 1 environmental assessment, and survey of the Property (collectively, "Developer's Investigations"). Notwithstanding anything to the contrary contained above, with respect to the performance of any environmental tests or studies of the Property involving sampling, testing or analyzing samples of water, soil or building materials, or any other invasive inspections, the Developer shall first obtain the prior written approval of the Seller (which may be provided by the Town Manager) as to the identity of the company or persons who shall perform such inspections and a written proposal outlining the proposed location and scope of such inspections, which approval may be withheld by the Seller in its sole and absolute discretion. The Developer shall not perform any such environmental tests or studies or other invasive inspections of the Property other than as so approved by the Seller; provided, however, that the Town will permit Buyer to conduct geotechnical studies and percolation tests in test pit locations reasonable approved by the Town by email (which may be from the Town Manager).

All Developer's Investigations which are permitted under this Agreement shall be done at reasonable times, and after two (2) business days' written notice (which may be by email) to the Town Manager ("Seller's Representative"). The Developer and the Developer's Representatives shall take all reasonable precautions to minimize the impact of all Developer's Investigations on the Property. All Developer's Investigations shall be conducted in accordance with all applicable laws, codes, ordinances, orders, rules, regulations, and by-laws (collectively "Laws"). If the Developer proposes to take any test samples on the Property in connection with any of Developer's Investigations, the Developer must give the Seller three (3) Business Days' notice prior to performing such sampling so that the Seller may have the opportunity to be present and to split or take its own test samples. If any damage to the Property is caused by the activities or operations of the Developer or Developer's Representatives during the term of this Agreement, the Developer shall, at its sole cost and expense, repair all damage to the Property caused by any of Developer's Investigations and restore the Property (including, without limitation, all paving and landscaping) to its former condition to the extent reasonably

practical, prior to the expiration of thirty (30) days from the expiration or termination date of this Agreement.

The Developer shall deliver to the Seller, promptly after the receipt thereof, copies of all studies, analyses, reports and assessments (both final and interim versions) relating to any of Developer's Investigations involving environmental testing or studies. Except as set forth in the immediately preceding sentence, the Developer shall not submit a copy of any such data or report to any governmental authority unless specifically required to do so by applicable Law; and, if so required, the Developer agrees that the Seller, not the Developer or any Developer's Representative, shall make such disclosure as the Seller deems appropriate.

(b) Developer's Risk and Indemnification. The Developer assumes all risks associated with the performance of Developer's Investigations, including, without limitation, all damage to property (including, without limitation, the Property) and all injuries and loss caused by the Developer and the Developer's Representatives and contractors and agrees to defend, indemnify and hold harmless the Seller and its employees, agents, consultants, contractors and subcontractors of, from and against any and all third-party claims for personal injuries to any person, including costs, losses, claims, defenses, demands, damages, liabilities, damage to property, expenses and other obligations (including, without limitation, reasonable attorneys' fees and court costs) arising from, out of or in connection with or otherwise relating to, the entry onto the Property by, or the performance of Developers Investigations by, the Developer or any of the Developer's Representatives and contractors, excluding any of the foregoing arising from Seller's gross negligence or pre-existing environmental conditions at the Property merely discovered by Developer (provided that the Developer promptly notify Seller upon such discovery), except and to the extent such liabilities arise out of the negligence or willful misconduct of Developer. Is this intended? It seems to create a new exception.

(c) Insurance. The Developer shall carry (i) commercial general liability coverage with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering liabilities arising out of the Developer's activities on the Property pursuant to this Agreement, (ii) to the extent applicable, worker's compensation insurance with coverage at least equal to statutory limits, and (iii) automobile liability insurance covering owned, non-owned, leased and hired vehicles, in a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage. The Developer's insurance policies shall (i) name the Seller as an additional insured with respect to the Property, and (ii) be primary and noncontributory as to all other policies. It is further agreed that the Developer and its insurer(s) providing coverage must waive all rights of subrogation and/or contribution against the Seller. Prior to entry upon or commencement of any activities on the Property, the Developer shall deliver a true and correct copy of a certificate of insurance and endorsements to the Seller in a form and substance satisfactory to the Seller evidencing the required coverages, and providing that should any of the policies above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The Developer shall ensure that the Developer's Representatives are adequately insured without necessity of duplicating the Developer's required insurance.

(d) Nothing in this Agreement shall be deemed to amend or otherwise modify the terms and provisions of the LDA. The provisions of this Agreement shall survive, as applicable, the recission, cancellation or termination of this Agreement. An email, facsimile, or electronic signature on this Agreement shall be equivalent to, and shall have the same force and effect as, an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

Executed as of the date first written above.

SELLER:

TOWN OF FALMOUTH:

By its Select Board

_____
Robert P. Mascalli, Chair

_____
Heather M. H. Goldstone, Vice Chair

_____
Douglas C. Brown

_____
Colin W. Reed

_____
Jack Richardson

DEVELOPER:
Falmouth Housing Trust, Inc.

By: Adelaide Drolette
Name: ADELAIDE DROLETTE
Title: PRESIDENT

EXHIBIT D

Project Milestones

[See Attached]

Project Timetable – 20 Brigantine Drive

COMMUNITY ENGAGEMENT		
Project Introduction	3/14/26	4/30/26
Community Engagement Session(s)	3/14/26	4/30/26
Review of Design with Town Staff and FAHF	3/14/26	4/30/26
ZONING AND PERMITTING		
Design Development Completion for Permitting	5/1/26	6/6/26
Board of Health Application (Septic Approval)	6/7/26	7/7/26
PROJECT FUNDING		
Request to Falmouth Affordable Housing Fund	6/7/26	9/7/26
Foundation Grant Proposals	6/7/26	10/31/26
Construction Loan Closing	6/7/26	7/1/26
CONSTRUCTION		
Building Permit, Water Permit	6/7/26	7/7/27
Site Work Begins	6/15/26	3/7/27
Building Permit Construction	7/7/26	3/7/27
Certificate of Use and Occupancy	3/7/27	3/15/27
LOTTERY AND MARKETING		
Marketing and Lottery	12/1/26	2/15/27
Purchase and Sale Agreement	2/16/27	2/28/27
Buyer's Lender Mortgage Process	2/28/27	3/31/27
Home Sale Completed & Buyer Move In	3/31/27	3/31/27

EXHIBIT E

Repurchase Agreement

REPURCHASE AGREEMENT

This REPURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the Town of Falmouth, acting by and through its Select Board, (the "Seller" or "Town"), a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth, MA 02540 and Falmouth Housing Trust, Inc. (the "Developer"), a Massachusetts limited liability company having a business address of 17 Academy Lane, Falmouth Massachusetts.

Recitals

WHEREAS, pursuant to the terms of a deed of even date herewith to be recorded with the Barnstable County Registry of Deeds (the "Registry"), and a Land Disposition Agreement between the Town and the Developer dated _____, 2026 (the "LDA"), a notice of which LDA is recorded with the Registry in Book _____, Page _____, the Town has sold to the Developer, and the Developer has purchased from the Town, the property described on Schedule 1 attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Developer intends to develop and construct on the Property a project (the "Project") consisting of one(1) residential unit, which will be deed restricted as affordable at or below 140% of the area median income, in accordance with those certain plans approved by the Town of Falmouth Select Board in accordance with the LDA;

WHEREAS, the parties desire to set forth their understanding regarding the Developer's commitment to promptly commence and diligently prosecute construction of the Project on the Property as contemplated by the LDA, and the Town's rights in connection therewith in the event the Developer fails to timely commence the Project, achieve any of the requisite construction milestones, or complete the Project, as contemplated by the LDA, subject to the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above, which are incorporated in and made a part of this Agreement, and in consideration of the mutual covenants and agreements herein contained, the Town and the Developer hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the LDA.

2. Developer's Obligations. The Developer shall: (i) Commence the Project by the Project Commencement Date; (ii) diligently, continuously and expeditiously prosecute the construction of the Project, subject to Force Majeure pursuant to the LDA, (iii) Complete the Project by the Project Completion Date, as any such dates may be extended by Force Majeure pursuant to the LDA and (iv) not use or permit the use of the Property other than for affordable housing purposes, as required by the Affordable Housing Restriction (collectively, the "Developer's Obligations").

3. Repurchase Right.

a. The failure of the Developer to comply with any of the Developer's Obligations shall constitute a "Default" hereunder. The Developer shall have sixty (60) days following receipt of written notice from the Town to cure such Default to the reasonable satisfaction of the Town, or if such

Default is curable through the use of diligent efforts but is not so curable within such 60-day period, then within such longer period as is reasonably necessary to cure the same (which in no event shall exceed one hundred twenty (120) days), provided the cure is commenced promptly after receipt of said notice and continuously and diligently prosecuted to completion, subject to Force Majeure (the "Cure Period").

b. If the Default remains uncured after the expiration of the Cure Period, then the Town shall have the option, but not the obligation, to repurchase the Property and the improvements thereon (the "Repurchase Right") by notifying the Developer in writing within thirty (30) days after the expiration of the Cure Period of the Town's election to repurchase the Property for the Repurchase Price, as hereinafter computed.

c. In the event that the Town exercises its Repurchase Right, the closing shall occur on such a date that is no earlier than sixty (60) days and no later than one year after the Town exercises its Repurchase Right (the "Closing Date").

d. On or prior to the Closing Date:

(i) the Developer shall convey to the Town (or its designee), by Quitclaim Deed, good, clear record, and marketable title to the Property and all improvements thereon, free and clear of all liens and encumbrances, except those referenced in the LDA, those approved in writing by the Town thirty (30) days prior to the Closing Date, and those in existence as of the date of the Developer's purchase of the Property;

(ii) the Town shall pay the Repurchase Price to the Developer, in cash or by certified check or bank check or by wire transfer of funds; and

(iii) recording fees and adjustments, if any, shall be paid in accordance with customary Massachusetts conveyancing standards.

e. On or prior to the Closing Date, the Developer shall assign to the Town (or its designee) all of its rights, title, and interest in all plans, reports, improvements, warranties, permits, approvals and the like relating to the Project, with all fees and expenses related to such work due and payable for the work completed and permits issued as of the Closing Date, to be paid by the Developer in full.

f. For purposes of this Agreement, the term "Repurchase Price" shall mean the sum of $1.00, representing the Purchase Price paid by the Developer to the Town pursuant to the LDA.

4. Resale. After the Closing Date, the Town shall use its commercially reasonable efforts to resell the Property and the improvements thereon as soon and in such manner as the Town shall find feasible (subject to the requirements of applicable Laws including, without limitation, M.G.L. c. 30B), to a qualified and responsible party or parties (as determined by the Town), who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Town and in accordance with the uses specified for such property or part thereof in the LDA. Upon such resale of the Property and the improvements thereon, the proceeds thereof shall be applied and credited as follows:

a. First, to reimburse the Town for all out-of-pocket costs and expenses incurred by the Town in connection with the repurchase, management, and resale of the Property and the improvements thereon (but less any income received by the Town from the Property and the improvements thereon in connection with such management) (including reasonable attorneys' fees); all taxes, assessments, and water

and sewer charges with respect to the Property and the improvements thereon or, in the event the Property and the improvements thereon are exempt from taxation or assessment or water and sewer charges during the period of ownership thereof by the Town, an amount equal to such taxes, assessment, or charges (as reasonably determined by the appropriate Town officials) as would have been payable if the Property and the improvements thereon were not so exempt); any payments made or necessary to be made to discharge any monetary encumbrances or liens due to obligations, defaults or acts of the Developer; any reasonable expenditures made or obligations incurred with respect to the completion of the improvements on the Property, and any amounts otherwise owing to the Town by the Developer under the LDA;

b. Second, in their respective order of priority, to pay any and all existing mortgage indebtedness and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property and the improvements thereon, in favor of mechanics, materialmen or subcontractors;

c. Third, if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Developer for and up to the amount of cash actually invested by it in the improvement of the Property less any profit theretofore realized by the Developer from the disposition of any interest in the Property and the improvements thereon or in any individual part or parcel thereof; and

d. Finally, any balance remaining after such reimbursements shall be retained by the Town as its property.

Notwithstanding the foregoing, the Town may, in its sole and absolute discretion, elect to retain ownership of the Property and in such an instance, the Town shall pay the Repurchase Price and reimburse the Developer for the unamortized value of the improvements on the Property less any existing mortgage indebtedness and encumbrances or liens existing on the Property.

5. Termination. Upon the issuance of a Certificate of Completion for the Project in accordance with the LDA, this Agreement and the rights granted here under shall automatically terminate without requirement of any further actions or agreements by either the Developer or the Town. Notwithstanding the foregoing, the Town hereby agrees to execute any appropriate and reasonable documentation, in recordable form, necessary to terminate this Agreement as a matter of record.

6. Miscellaneous.

a. Notices. Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (i) two (2) Business Days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) Business Day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or each other address as the respective parties may designate in writing:

if to the Developer: Falmouth Housing Trust, Inc.
PO Box 465
Falmouth, MA 02541
Attention: Laura Moynihan, Executive Director
Email: laura@falmouthhousingtrust.org

If to Seller: Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Attention: Town Manager
Email: mike.renshaw@falmouthma.gov

with a copy to: Falmouth Town Counsel
157 Locust St.
Falmouth, MA 02540
Email: towncounsel@falmouthma.gov

b. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

c. The captions heading the various sections of this Agreement are for convenience and identification purposes only, and they shall not be deemed to limit or define the contents of their respective sections.

d. Except as otherwise expressly provided in this Agreement, no delay or omission by either of the parties in exercising any right or power accruing upon the other party's non-compliance with or failure to perform any of the provisions of this Agreement shall impair or be construed to be a waiver of any such right or power.

e. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it, or in favor of the non-drafting party, is not applicable and is waived. The provisions of this Agreement shall not be construed strictly or in favor of or against any party hereto but rather shall be interpreted in a reasonable manner to effect the intent of the parties as set forth in this Agreement.

f. This Agreement shall be binding upon and inure to the benefit of the Town and the Developer and their respective permitted successors and assigns subject to the provisions of this Agreement and the LDA.

g. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

h. Amendments, modifications, supplements or changes to this Agreement shall be in writing, signed by both parties.

i. If any provision of this Agreement or application to any party or circumstances shall be determined by a final, unappealed ruling of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. In the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision that comports to the findings of the aforesaid court and most nearly accomplishes the original intent of the parties.

j. A notice of this Agreement shall be recorded in the Registry with the parties dividing the cost of such recordation equally between the parties.

k. Each party shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after receipt of written request of the other, certify by written instrument, duly executed and acknowledged, to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) whether this Agreement has been supplemented or amended, and, if so, the substance and manner of the supplement or amendment; (ii) whether any default exists under this Agreement, and, if so, a description of each default; (iii) whether any offsets, counterclaims, or defenses exist on the part of the responding party with respect to the obligations under this Agreement, and, if so, the nature and amount of such offsets, counterclaims, or defenses; and (iv) such other matters as may be reasonably requested. Any such certificate may be relied upon by the addressee, and said addressee may rely on same to the extent of estopping the party providing the certificate from asserting a claim or defense inconsistent with the facts therein to the extent relied upon by the addressee without knowledge of the facts to the contrary, and the contents of such certificate shall be binding on the party executing the same to such extent.

l. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Town and the Buyer have executed this Agreement as of the date first above written.

TOWN OF FALMOUTH:

By its Select Board

_____

_____

_____

_____

_____

DEVELOPER
Falmouth Housing Trust, Inc.

By: Adelaide Drolette
Name: ADELAIDE DROLETTE,
PRESIDENT

Title:

EXHIBIT F

Form of Notice of Agreement

RECORD AND RETURN TO:	

Notice of Land Disposition Agreement

Dated as of _____

Notice is hereby given of the following described Land Disposition Agreement for the Sale and Redevelopment of Land affecting certain land located within the Town of Falmouth, as follows:

Date of Land Disposition Agreement:	Land Disposition Agreement for the Sale and Redevelopment of Land dated _____ (as the same may be amended from time to time, the "LDA")
Seller:	Town of Falmouth, acting by and through its Select Board, a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth, MA 02540
Buyer:	Falmouth Housing Trust, Inc., a Massachusetts limited liability company having a business address of 17 Academy Lane, Falmouth, MA 025410
Land Burdened by LDA:	Land in the Town of Falmouth, Barnstable County, Massachusetts described in Exhibit A attached hereto (the "Premises")

Notice is hereby given that the LDA contains additional terms, covenants, conditions and provisions that survive delivery of the deed conveying the Premises from Seller to Buyer of even date herewith, not set forth in or referred to in this Notice of Land Disposition Agreement.

This Notice of Land Disposition Agreement is executed pursuant to the provisions contained in the LDA, and is not intended to vary the terms, conditions or other provisions of the LDA. In the event of a conflict between the terms and conditions of this Notice of Land Disposition Agreement and the terms and conditions of the LDA, the terms and conditions of the LDA will prevail.

Property Address: 20 Brigantine Drive, Falmouth Massachusetts

[*Signatures follow*]

EXECUTED under seal as of the date first set forth above.

SELLER:

TOWN OF FALMOUTH,

By: _____
Name:
Title: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Town Manager of the Town of Falmouth.

_____
Notary Public
My Commission Expires:

BUYER:

Falmouth Housing Trust, Inc.,
a Massachusetts nonprofit corporation

By: Adelaide Drolette
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

On this 2ND day of APRIL, 2026, before me, the undersigned Notary Public, personally appeared ADELAIDE DROLETTE, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as PRESIDENT of DEVELOPER.

LAURA M. MOYNIHAN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES SEPTEMBER 8, 2028

Laura M. Moynihan
Notary Public
My Commission Expires: 9/8/2028

F-2

EXHIBIT G

Form of Certificate of Completion

RECORD AND RETURN TO:	

Certificate of Completion

Reference is made to that certain Land Disposition Agreement for the Sale and Redevelopment of Land by and between the Town of Falmouth, acting by and through its Select Board, a Massachusetts municipal corporation (the "Town"), and DEVELOPER, a Massachusetts limited liability company (the "Buyer"), dated as of _____ (as the same may be amended from time to time, the "Land Disposition Agreement"), concerning land in the Town of Falmouth, Barnstable County, Massachusetts described in Exhibit A attached hereto (the "Premises"), a notice of which Land Disposition Agreement is recorded with the Barnstable County Registry of Deeds in Book _____, Page _____.

The Town hereby acknowledges that the Buyer's Project is Complete (as such terms are defined in the Land Disposition Agreement) in accordance with the requirements of the Land Disposition Agreement, and pursuant to the provisions of Section 6.1(b) of the Land Disposition Agreement, the Town hereby executes and delivers this Certificate of Completion which shall be conclusive evidence of the satisfaction and termination of the agreements and covenants contained in the Land Disposition Agreement with respect to the Buyer's obligations concerning the Premises, except for those matters that are continuing and are contained as covenants in instruments of record.

[*Signature follows*]

Property Address: 20 Brigantine Drive, Falmouth Massachusetts

Executed to take effect as a sealed instrument this _____ day of _____, 202___.

TOWN OF FALMOUTH,

By: _____
Name:
Title: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Town Manager of the Town of Falmouth.

_____
Notary Public
My Commission Expires:

EXHIBIT H

AFFORDABLE HOUSING RESTRICTION
DEED RIDER

[see attached]

Address of Premises: 20 Brigantine Drive, East Falmouth, MA 02536

AFFORDABLE HOUSING RESTRICTION

For Projects in Which
Affordability Restrictions Survive Foreclosure
(140% Area Median Income)

THIS AFFORDABLE HOUSING RESTRICTION (the "Restriction") is incorporated in and made part of that certain deed (the "Deed") of certain property located at **20 Brigantine Drive, East Falmouth MA 02536, being Lot 14** shown on a plan recorded at the Barnstable County Registry of Deeds in Plan Book 211 Page 51 (the "Property"), which deed is granted from **FALMOUTH HOUSING TRUST, INC.**, a Massachusetts non-profit corporation, of P.O. Box 465, Falmouth, MA 02541 (the "FHT" or "Monitoring Agent") to _____(the "Owners") by deed dated _____, 2026.

RECITALS

WHEREAS, the Town of Falmouth disposed of the Property and FHT acquired the Property in order to create affordably restricted housing whereby the Property will be perpetually restricted for sale to eligible purchasers whose income equals one hundred and forty percent (140%) or less of the HUD Area Median Income ("AMI");

WHEREAS, the disposition of the Property by the Town of Falmouth supports and furthers the interests of the Town of Falmouth in promoting, expanding and retaining the affordable housing inventory of the Town;

(Optional if there is FAHF Funding) WHEREAS, the Falmouth Affordable Housing Fund (the "FAHF"), acting through the Falmouth Select Board, as Trustees, pursuant to the authority granted by Chapter 29 of the Acts of 2011, awarded a grant in the amount of _____($_____) to the FHT to subsidize the initial purchase of the Property as well as for the specific purpose of securing a perpetual affordable housing deed restriction on the Property;

(Optional if there is FAHF Funding) WHEREAS, the said financial subsidy awarded by the FAHF supports and furthers the interests of the Town of Falmouth (the "Town" or "Municipality") in promoting, expanding and retaining the affordable housing inventory of the Town;

WHEREAS, the Owners are purchasing the Property at or less than the fair market value of the Property and for such consideration, the Owners desire to perpetually restrict the sale of the Property to qualified purchasers who meet the income eligibility criteria as more fully provided herein; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) ___ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the Barnstable County Registry of Deeds/Registry District of Land Court (the "Registry") in Book 36854, Page 214_/Document No._____ (the "Comprehensive Permit"); and

(ii) X subsidized by the federal or state government under the **Town of Falmouth Affordable Housing Fund,** a program to assist construction of low or moderate income housing the "Program"); and

(iii) X subsidized by the Town of Falmouth, a municipal government, under the **Town of Falmouth program of land disposition for affordable housing.**

WHEREAS, as a condition to purchasing the property below fair market value, Owners have agreed to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, **Falmouth Housing Trust, Inc.** (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as more fully provided herein; and

WHEREAS, the rights, duties, obligations and restrictions granted herein provide an actual and substantial benefit to the FHT and the Town as they serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restriction of the resale price of Property in order to assure its affordability by future low and moderate income purchasers.

NOW THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Owner, the FHT, and the Town of Falmouth, all including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the FHT and the Town.

1. **Definitions.** In this Restriction, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Falmouth Affordable Housing Fund means the fund established by chapter 29 of the Acts of 2011 for the Town of Falmouth for the purpose of promoting, expanding and retaining the affordable housing inventory in the Town of Falmouth.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is **Barnstable County**.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a **four (4)-person household**.

Chief Executive Officer shall mean the Falmouth Select Board.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than **one hundred and forty percent (140%) of Area Median Income**, and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program;.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EHOLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning **one hundred and forty percent (140%) of Area Median Income** for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EHLOC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum

Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Agent shall mean the Falmouth Housing Trust, Inc., who shall be obligated to enforce the terms of this Restriction.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **2.5%** [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of **2.9%** is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) agreement of the Town; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and used by the Owners' household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute

proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements, as discounted, and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser..

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred forty percent (140%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction constitutes a promise, commitment or guarantee by the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance. Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, and (vi), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the

Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein. (d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty(120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized

to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association ("Fannie Mae"), when it is assignee of the Mortgagee's rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third-party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Restriction (i) in any way constitutes a promise or guarantee by the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. The rights and restrictions contained in this Restriction shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Property subject to the terms and conditions contained herein.

(b) In confirmation thereof the Owner and the FHT intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality: **Town of Falmouth**
Attention: Select Board
59 Town Hall Square
Falmouth MA 02540

Grantor: (applicable only if this Restriction to the Deed) **Falmouth Housing Trust, Inc.**
PO Box 465
17 Academy Lane, Suite 1
Falmouth, MA 02541

Owner: _____
20 Brigantine Drive
East Falmouth MA 02536

Monitoring Agent[s]

(1) **Falmouth Housing Trust, Inc.**
PO Box 465
17 Academy Lane, Suite 1
Falmouth, MA 02541

(2) _____
_____
_____
_____
_____
_____

Others: _____
_____
_____
_____
_____
_____

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy, it being agreed that there shall be no adequate remedy at law for such violation, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Restriction;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a **Resale Fee** shall be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE

OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

17. Amendment. This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

[Remainder of page intentionally left blank]

Executed as a sealed instrument this _____ day of _____, 2026.

Grantor:
(applicable only if this
Restriction is attached to the Deed)

Owner:

Falmouth Housing Trust, Inc.

By: _____
Its President, Adelaide Drolette

_____

By: _____
Its Treasurer, Lori B. Andrews

_____

_____[Space Below This Line for Acknowledgement]_____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2026

On this___day of _____, 2026, before me, the undersigned Notary Public, **Adelaide Drolette, President of Falmouth Housing Trust, Inc.** (name of document signer), personally appeared, proved to me through satisfactory evidence of identification, which were [personal knowledge or MA License]_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2026

On this___day of _____, 2026, before me, the undersigned Notary Public, **Lori B. Andrews, Treasurer of Falmouth Housing Trust, Inc**_(name of document signer), personally appeared, proved to me through satisfactory evidence of identification, which were [personal knowledge or MA License]_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2026

On this___day of _____, 2026, before me, the undersigned Notary Public, _____(name of document signer), personally appeared, proved to me through satisfactory evidence of identification, which were [personal knowledge or MA License]_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2026

On this___day of _____, 2026, before me, the undersigned Notary Public, _____ (name of document signer), personally appeared, proved to me through satisfactory evidence of identification, which were [personal knowledge or MA License]_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

_____
Notary Public:
My commission expires:

LAND DISPOSITION AGREEMENT

FOR THE

SALE AND REDEVELOPMENT OF LAND

BETWEEN

TOWN OF FALMOUTH

AND

FALMOUTH HOUSING TRUST

LAND DISPOSITION AGREEMENT

This **Land Disposition Agreement** ("Agreement") is entered into this _____ day of _____, 2026 ("Effective Date") by and between the **Town of Falmouth**, acting by and through its Select Board, (the "Seller" or "Town"), a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth, MA 02540 and **Falmouth Housing Trust, Inc.** (the "Buyer"), a Massachusetts nonprofit corporation having a business address of PO Box 465, 17 Academy Lane, Suite 1, Falmouth, Massachusetts 02541. The Seller and the Buyer may hereinafter be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. WHEREAS, Seller owns the land consisting of approximately 0.26 acres, located on 21 Pheasant Lane, Falmouth, Massachusetts, shown as Lot 17 and Lot E on that certain plans attached hereto as Exhibit A, and identified in that certain Final Judgment in Tax Lien Case dated March 26, 2001 and recorded in the Barnstable County Registry of Deeds ("the Registry") in Book 14003, Page 153 (the "Premises");

B. WHEREAS, the Seller issued a Request for Proposals for the disposition and development of the Premises for affordable housing purposes (the "RFP"), pursuant to M.G.L. c. 30B, which specified certain uses, restrictions and other requirements in connection with the sale and development of the Premises;

C. WHEREAS, the Buyer's proposal for the acquisition of the Premises for the Buyer's Project (as such term is hereinafter defined) was accepted by Seller; and

D. WHEREAS, the Buyer and the Seller wish to enter into this Agreement to set forth the terms and conditions under which Seller will sell and convey and Buyer will acquire and develop the Premises, and the covenants of Buyer, for itself, its successors and assigns, to develop and construct a single-family home for homeownership subject to an affordable deed restriction at or below the 80% area median income ("AMI").

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

AGREEMENT

ARTICLE I
PURCHASE AND DEVELOPMENT OF THE PROPERTY

1.1 Premises.

(a) The property to be conveyed by the Seller to the Buyer hereunder consists of the Premises.

(b) The Premises shall be conveyed subject to, and together with: (i) all buildings, structures and improvements located thereon, if any; (ii) all easements, restrictions, agreements, and other documents of record, insofar as the same may be in force and applicable to the Premises; (iii) and those matters identified in Section 4.2 below.

1.2 Agreement to Sell and Purchase.

Subject to the terms and provisions of this Agreement, the Seller agrees to sell the Premises to the Buyer, and the Buyer agrees to purchase and accept the Premises from the Seller. The Seller shall convey the Premises to the Buyer as set forth in Section 4.1.

1.3 Buyer's Project.

The Buyer's development and construction of the Premises (the "Buyer's Project") shall consist of the permitting, design, and construction of one (1) single-family home, which will be subject to an affordable deed restriction and associated construction on the Premises substantially as shown and described on Buyer's schematic design drawings submitted with Buyer's response to the RFP (the "RFP Response"), which include conceptual site plans, architectural drawings and building elevations attached hereto as Exhibit B (collectively, the "Schematic Design Plans").

Except as otherwise expressly set forth herein, the Buyer shall be solely responsible for awarding and administering all construction contracts for the construction of the Buyer's Project, and the Seller shall have no obligation to award, administer nor make any payments under any such construction contract or any liability thereunder. The Seller shall not be responsible for making any payments to any contractors, subcontractors, agents, consultants, employees or suppliers of the Buyer.

The Buyer shall observe the requirements of all governmental approvals with respect to the construction of the Buyer's Project, and nothing in this Agreement shall be construed to alter, in any respect, any of the requirements contained in any governmental approvals with respect to the construction of the Buyer's Project, including without limitation, any and all approvals required by the Town of Falmouth Zoning Board of Appeals (the "ZBA"), Town of Falmouth Conservation Commission (the "Conservation Commission"), the Town of Falmouth Department of Public Works (the "Department of Public Works"), the Town of Falmouth Board of Health (the "Board of Health"), the Town of Falmouth Building Division, or any other Board, Committee or officer of the Town.

The Buyer shall perform and complete, or cause the performance and completion of, all of its obligations hereunder and shall conduct all operations with respect to the construction of the Buyer's Project in a good, workmanlike and commercially reasonable manner, in compliance with good engineering and construction practices, using all new or suitable recycled materials, and in conformance with the standard of diligence and care normally employed by a duly qualified persons in the performance of comparable work, in accordance with generally accepted practices appropriate to the activities undertaken in Barnstable County, and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments with jurisdiction.

The Buyer shall take all reasonably necessary measures (i.e., customary to similar projects constructed in the Commonwealth of Massachusetts) to (i) minimize, to the extent practical, dust, noise and construction traffic, (ii) minimize any damage and disruption including, but not limited to, traffic on Davisville Road and Pheasant Lane or inconvenience caused by the Buyer's Project to abutters and the neighboring community, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same and shall comply with applicable laws regarding the same, including without limitation the Town's Noise Bylaw. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

The Buyer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction,

installation and development of the Buyer's Project, including without limitation, to the extent applicable and customary for other similar projects, a licensed Massachusetts Construction Supervisor to supervise all construction on the Buyer's Project and a Massachusetts Licensed Site Professional to supervise all Environmental Remediation and Environmental Mitigation on the Buyer's Project, if necessary (as such terms are hereinafter defined).

The Buyer shall be solely responsible for all costs and expenses of (a) the design, permitting and construction of the new buildings and improvements, the installation of all utilities and site work required for the proposed housing use (including mitigation measures), and any other measures necessary to construct and occupy the Buyer's Project in compliance with this Agreement and all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use, (b) all products, materials, tools, equipment, fixtures, relating thereto and (c) all contractors, subcontractors, architects, engineers, project managers, construction managers, attorneys, consultants relating thereto.

1.4 Further Consideration for Sale and Purchase of Premises.

The Buyer acknowledges that the Seller would not agree to sell the Premises to the Buyer except for: (a) the commitment of the Buyer to undertake and complete the construction of the Buyer's Project in accordance with the requirements set forth herein and (b) the commitment of the Buyer to restrict the land in perpetuity for the uses, and as otherwise, set forth herein.

1.5 Intentionally omitted.

1.6 No Seller's Development Obligations.

The Seller shall have no obligation for the preparation or development of the Premises for construction of the Buyer's Project.

ARTICLE II
PURCHASE PRICE AND DEPOSIT

2.1 Purchase Price

The "Purchase Price" for the Premises is One Dollar ($1.00).

The Purchase Price, less the Deposit (as defined below), shall be paid by the Buyer to the Seller at the Time of Closing (as hereinafter defined) by certified or bank check or checks drawn upon a commercial lender, made payable to the Seller, without endorsement, or by federal wire transfer of immediately available federal funds in accordance with the Seller's instructions.

2.2 Deposit

The Buyer has made an initial non-refundable deposit with the Seller in the amount of Zero Dollars ($0.00) (the "Deposit").

ARTICLE III
BUYERS PRE-CONVEYANCE ACTIVITIES

3.1 Due Diligence.

The Buyer shall have until 5:00 p.m. on the day that is ninety (90) days after the Effective Date to perform its due diligence of the Premises (the "Due Diligence Period"). During the Due Diligence Period, the Buyer, at its sole cost and expense and subject to the terms and conditions of the Right of Entry and License Agreement between the Parties dated as of the date hereof (the "Entry Agreement"), a copy of which Entry Agreement is attached hereto as Exhibit C, may conduct environmental, engineering, architectural, surveying and similar on-site investigation and testing desired by the Buyer with respect to the Premises. The Buyer shall have the right to request access to the Premises following the expiration of the Due Diligence Period on a case-by-case basis upon the prior written consent of the Town in its reasonable discretion (which may be provided by the Town Manager), which access shall be subject to the same terms and provisions as the Entry Agreement other than the term thereof.

The terms of the Entry Agreement are incorporated herein by reference and the Buyer's obligations thereunder shall survive the Closing, delivery of the Deed or the termination of this Agreement. A default under the Entry Agreement beyond any applicable cure period shall be deemed to be a default under this Agreement, and a default under this Agreement beyond any applicable cure period shall be deemed to be a default under the Entry Agreement.

The Seller makes no representation or warranty of any kind, nature or description whatsoever with respect to the completeness or accuracy of the information contained in the Property Information.

3.2 Condition of Land to be Conveyed.

(a) The Buyer acknowledges and agrees that the Seller shall sell and convey to the Buyer, and the Buyer shall accept, the Premises "as is, where is, with all faults". The Buyer has not relied on, and will not rely on, and the Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, or representations, whether oral or written, from the Seller or its employees, agents, consultants, or attorneys, pertaining to the Premises or relating thereto except as expressly set forth in this Agreement.

(b) The Buyer acknowledges and agrees that the Seller, its employees, agents, consultants and attorneys have not made, do not hereby make and will not hereafter be deemed to have made, and the Seller hereby specifically disclaims, any representations or warranties or guarantees of any kind whatsoever, whether express or implied, oral or written, with respect to the Premises or the physical condition or profitability thereof, including without limitation: (i) the nature, quality, adequacy or condition of the Premises, including, without limitation, the water, soil, geology, groundwater and environmental condition of the Premises, including the absence or presence of any contaminant or pollutant thereon, and the condition of any buildings or other improvements situated on the Premises, (ii) the expenses and potential income associated with the ownership, operation, maintenance, or development of the Premises, (iii) the suitability of the Premises for any and all development, construction, activities and uses which the Buyer may conduct thereon, (iv) the compliance of or by the Premises or its operation (whether existing or contemplated) with any applicable laws, (v) the habitability, merchantability, fitness, value or adequacy of the Premises for any particular purpose, (vi) the Seller's title to the Premises and the existence of any liens, encumbrances, charges, assessments, restrictions or claims relating thereto, (vii) the availability, condition or adequacy of any utilities serving or which could serve the Premises, or the amount of any costs or fees required to extend, tie into, or tap into any utilities serving the Premises or to otherwise develop the Premises, or (viii) any other matter with respect to the Premises.

(c) The Buyer acknowledges that it is a sophisticated real estate developer who has had (or who will have pursuant to the provisions of this Agreement) access to and sufficient time to review all information, documents, agreements, studies and tests relating to the Premises which it deems necessary or desirable, and that it has conducted or will conduct to its satisfaction a complete and thorough inspection, testing, analysis and evaluation of the Premises, including but not limited to environmental conditions. The Buyer is relying

and will rely solely on its own investigation of the Premises and not on any information provided or to be provided by the Seller or any agent or employee of the Seller in making its decision to purchase the Premises. The Buyer further acknowledges and agrees that any and all information provided or to be provided by or on behalf of the Seller with respect to the Premises, including without limitation any reports, plans, specifications, studies, analyses, documents or other materials, was obtained from a variety of sources, is being provided to the Buyer as a convenience only, and that the Seller has not made any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information.

(d) Upon the Closing, the Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions or violations of any laws, may not have been revealed by Buyer's investigations, and the Buyer, as of the Closing, shall be deemed to have permanently and irrevocably waived, relinquished and released the Seller (and the Seller's employees, agents, consultants and attorneys) of and from any and all claims, demands, causes of action (including causes of action in tort), obligations, losses, damages, liabilities, penalties, fines, judgments, costs and expenses (including reasonable attorneys' fees and expenses) of any and every kind of character, known or unknown, now existing or hereafter created, foreseen or unforeseen, which the Buyer might have asserted or alleged against the Seller (and/or the Seller's employees, agents, consultants and attorneys) at any time relating to or arising out of the Premises, including, without limitation, any physical or environmental conditions. The Buyer covenants and agrees never (directly or indirectly) to commence, aid in any way, or prosecute against the Seller or any of the Seller's employees, agents, consultants and attorneys, any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities released in this Section. In addition to, and not in limitation of, the provisions of this Agreement hereof, from and after the Closing, the Buyer shall hold harmless and release the Town and the Town's officers, employees, agents, consultants, contractors and attorneys, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees and expenses) arising in whole or in part out of or in connection with any physical or environmental conditions now existing or hereafter arising at the Premises, regardless of the cause thereof.

(e) The provisions of this Section 3.2 shall survive, as applicable, the Closing and delivery of the Deed, or the rescission, cancellation, or termination of this Agreement.

3.3 Environmental Matters.

So long as the Closing occurs, the Buyer shall be responsible for the assessment, containment, removal and remediation of all pre-existing releases of oil and hazardous materials at or from the Premises in accordance with General Laws Chapter 21E and the Massachusetts Contingency Plan to either a Permanent Solution with No Conditions or a Permanent Solution as well as compliance with any other applicable laws regarding the presence, use or disposal of oil and hazardous materials.

3.4 Title Review.

The Buyer shall have a period of forty-five (45) days from the Effective Date to perform its title review (the "Title Review Period") of the Premises at the Buyer's sole cost and expense and to notify the Seller of its objections to any encumbrances or liens, other than the Permitted Encumbrances as defined in Section 4.2 ("Buyer's Title Objections"), by a written notice (the "Title Objections Notice"). If the Buyer has not delivered the Title Objections Notice by 5:00 p.m. on the last day of the Title Review Period, the Buyer shall be deemed to have waived its objections to all matters of title, other than those first arising after the date of the Buyer's title commitment for the Premises (or if the Buyer does not obtain a title commitment, then the date of this Agreement), and shall accept title to the Premises (the "Post-Review Title

Objections"), subject to such matters, at the Closing (as hereinafter defined). With respect to any Post-Review Title Objections, each of the Seller and the Buyer shall have the same rights and obligations under this Section 3.4 as if such Post-Review Title Objections constituted Title Objections hereunder. Any title matter arising under or relating to this Agreement which is the subject of a title standard of the Real Estate Bar Association ("REBA") shall be governed by said title standard to the extent applicable and to the extent such title does not contradict any expressed term or condition of this Agreement.

Within ten (10) business days after the Seller's receipt of the Title Objection Notice ("Cure Election Period"), the Seller shall notify Buyer in writing as to whether the Seller elects to use reasonable efforts to cure any or all of Buyer's Title Objections ("Title Cure Notice"). Reasonable efforts shall not require the expenditure of more than Five Thousand Dollars ($5,000.00) by Seller (exclusive of the payment of voluntary monetary liens but inclusive of reasonable attorney's fees) (the "Cure Amount"). If the Seller elects not to cure the Buyer's Title Objections, the Buyer shall have ten (10) days from the Buyer's receipt of the Seller's Title Cure Notice, or ten (10) days from the last date Seller was to have provided notice to Buyer of Seller's election not to cure the Buyer's Title Objections if the Seller fails to give the Title Cure Notice, whichever is later, to notify the Seller in writing that Buyer elects to proceed or to terminate this Agreement ("Election Notice"). If the Buyer timely elects to terminate this Agreement as aforesaid, then the Deposit shall be returned to the Buyer. If the Buyer elects to proceed or fails to give the Election Notice, the Buyer shall be deemed to have waived its objections to all matters of title and shall accept title to the Premises, subject to such matters set forth on the Title Objection Notice, at the time of the Closing.

If the Seller fails to give the Title Cure Notice, the Seller shall be deemed to have elected not to cure Buyer's Title Objections. If Seller elects or is deemed to have elected not to attempt to cure any one or more of Buyer's Title Objections and the Buyer has elected to terminate the Agreement in the Election Notice, this Agreement shall be terminated and the Deposit shall be returned to the Buyer without further recourse to either Party, subject to the Buyer's obligations under the Entry Agreement.

3.5 Buyer's Objections - Due Diligence. If the Buyer discovers during its due diligence any new, different, significant and material conditions (including, without limitation, environmental conditions) not disclosed in the Property Information or in the RFP, it may, on or before 5:00 p.m. on the last day of the Due Diligence Period, serve written notice upon the Seller, which notice shall provide a detailed description of the basis for the Buyer's objections ("Buyer's Objections"). If the Seller does not receive written notice from the Buyer of the Buyer's Objections upon expiration of the Due Diligence Period, the Buyer shall be deemed to have waived its right to terminate this Agreement under this section and shall be obligated to purchase the Premises in accordance with this Agreement.

Upon receipt of notice of the Buyer's Objections, the Seller may, in its sole discretion, extend the Due Diligence Period for so long as Seller deems necessary (but no longer than thirty (30) days) in order to understand and analyze the Buyer's Objections. Upon the expiration of such extended Due Diligence Period, or if the Seller has not elected to extend the Due Diligence Period as aforesaid, the Seller shall have the option, but not the obligation, by providing written notice to Buyer, to either: (i) notify the Buyer in writing of its proposed actions to cure the Buyer's Objections (which Buyer shall either approve or disapprove in Buyer's commercially reasonable discretion within five (5) business days after the date of Seller's notice, with Buyer's failure to timely approve or disapprove being deemed Buyer's approval, and provided that if Buyer disapproves Seller's proposed curative actions, then the Due Diligence Period shall be automatically extended until the date that is five (5) business days after the date of such disapproval), and thereafter Seller shall perform such approved curative actions within a reasonable period of time, which period of time shall be agreed upon by the Parties in writing but shall under no circumstances be shorter than forty-five (45) days or longer than one hundred eighty (180) days (the "Remedial Period"); or (ii) to terminate this Agreement (unless Buyer rescinds its Buyer's Objections within three (3) business days after Buyer receives Seller's notice so terminating this Agreement, in which case Seller's termination shall be

null and void), in which event the Deposit shall be returned to the Buyer, and this Agreement shall terminate without further recourse to either Party, subject to the Buyer's obligations under the Entry Agreement. In the event of such termination, the Buyer shall provide the Seller with all reports and data generated as a result of Buyer's due diligence.

If the Seller elects to cure the Buyer's Objections in accordance with this Section 3.5, the Closing (if the same would occur pursuant to the provisions hereof prior to the date that is forty-five (45) days after the expiration of the Remedial Period) shall automatically be extended to forty-five (45) days from the expiration of the Remedial Period, or such other time period as the Parties may agree to. If at the expiration of the Remedial Period, as the same may be extended, the Seller has not remediated the Buyer's Objections to a solution which would not prevent or substantially interfere with the Buyer's development, construction, marketing and/or rental of residential housing on the Premises and otherwise in a manner substantially consistent with the cure accepted by Buyer in writing, the Buyer, as its sole and exclusive remedy, may terminate this Agreement by sending written notice to the Seller, within five (5) business days of the expiration of the Remedial Period, in which event this Agreement shall terminate and the Deposit shall be returned to the Buyer without further recourse to either Party, subject to the Buyer's obligations under the Entry Agreement. In the event of such termination, the Buyer shall provide Seller with all reports and data generated as a result of the Buyer's due diligence. If the Seller does not receive written notice from the Buyer of Buyer's intent to terminate this Agreement within five (5) business days of the expiration of the Remedial Period, the Buyer shall be deemed to have waived its right to terminate this Agreement under this section and shall be obligated to purchase the Premises subject to all uncured Buyer's Objections in accordance with this Agreement.

3.6 Project Permitting.

(a) The Buyer shall be solely responsible for applying for and obtaining any and all governmental permits and approvals required by law for the construction of the Buyer's Project, including without limitation, a comprehensive permit pursuant to M.G.L. Chapter 40B from the Falmouth Zoning Board of Appeals ("ZBA"), building permit(s) and septic system permit(s) (the "Approvals"), prior to the Time of Closing (as such term is defined herein). Upon the expiration of the Due Diligence Period, the Seller shall reasonably cooperate with the Buyer in connection with the Buyer's application for Approvals, including executing any documents necessary therefor, but in no event shall Seller incur any liability in connection therewith.

(b) The Buyer's application for its comprehensive permit for the Buyer's Project shall contain schematic design drawings, which include conceptual site plans, architectural drawings and building elevations that are substantially similar to the Schematic Design Plans. The Buyer covenants and agrees that it shall not materially alter the Schematic Design Plans during the site plan approval process or otherwise unless required by the ZBA or as otherwise approved by Seller, whose approval will not be unreasonably withheld, conditioned or delayed. If Buyer desires to modify any portion of the Schematic Design Plans, Buyer shall submit any such proposed modification to Seller for its approval, not to be unreasonably withheld, conditioned or delayed.

(c) In the event that the Schematic Design Plans are materially altered because of a requirement by the ZBA or by law, the Buyer shall promptly submit such material changes to the Seller for its review, but not for its approval.

(d) The Buyer shall provide the Seller with three (3) hard copies and an electronic copy of the Schematic Design Plans (in a form acceptable to the Seller's Building Department) approved by the Seller and the ZBA.

(e) The Buyer shall use diligent and good faith efforts to obtain the Approvals and financing for the construction of the Buyer's Project pursuant to the schedule attached hereto as Exhibit D. In no event will the Buyer be deemed to have used diligent efforts to obtain the Approvals and financing unless the Buyer submits completed applications for the Approvals and financing in the timeframes provided in the schedule attached hereto as Exhibit D. Buyer shall promptly notify Seller in writing if it reasonably believes that it may not timely achieve any of the Project milestones identified in Exhibit D. Notwithstanding the foregoing, at any time that any aspect of Buyer's Project is subject to any appeal or legal proceeding, the timeframes set forth on Exhibit D will be tolled (and/or extended, as applicable) on a day-for-day basis until such time that the appeal and/or legal proceeding is resolved by unappealable judgment. For the avoidance of doubt, the tolling as set forth in the immediately preceding sentence shall not include nor affect the Outside Closing Date (as defined below). If, notwithstanding the Buyer's diligent and good faith efforts, the Buyer has not obtained all of the Approvals necessary to construct the Buyer's Project with all appeal timeframes having expired as of the Outside Closing Date due solely to such unresolved appeals or legal proceedings, then Buyer shall have the right to terminate this Agreement upon written notice to Seller, in which event (i) the Deposit shall be returned to Buyer, (ii) the Buyer shall cooperate with Seller following such termination to the extent reasonably necessary to request that such legal proceedings be dismissed (which obligation shall survive the termination of this Agreement), and (iii) all other obligations of the Parties shall cease and this Agreement shall be void without recourse to the Parties hereto.

(f) Notwithstanding the foregoing, to the extent that the Buyer is delayed in obtaining all of the Approvals necessary to construct the Buyer's Project due solely to the actions or inactions of a permit granting authority, then the Buyer may request, and the Select Board, in its sole discretion, may extend the Outside Closing Date, without requiring the Buyer to pay any additional deposit, for the period of time that the Seller determines, in its sole and absolute discretion, that the Buyer has been delayed by such permit granting authority.

ARTICLE IV
CONVEYANCE OF THE PREMISES.

4.1 Closing; Outside Closing Date.

The Seller shall convey the Premises to the Buyer at the offices of the Seller, at 10:00 a.m. on the date designated by Buyer no earlier than the date that is ten (10) days, and no later than thirty (30) days after the date on which all conditions to closing set forth in Section 4.4(a) and 4.4(b) have been satisfied (or waived in writing by the applicable party pursuant to Sections 4.4(a) and (b)), unless another date and time is otherwise agreed upon in writing between the parties (such time, as the same may be extended pursuant to this Agreement, being referred to as the "Time of Closing", "Closing" or the "Closing Date"). Notwithstanding the foregoing, if the Closing has not occurred within two (2) years of the Effective Date (or such extended period as the Seller may extend in its sole discretion) (the "Outside Closing Date"), then Seller shall have the right in its sole discretion to terminate this Agreement upon written notice to Buyer, in which event the Deposit shall be returned to Buyer, and all other obligations of the Parties shall cease and this Agreement shall be void without recourse to the Parties hereto except as may otherwise be set forth herein.

4.2 Title.

The Premises is to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to the Buyer. The Deed shall convey good, clear record and marketable title to the Premises, subject to the following (the "Permitted Encumbrances"):

(a) Applicable laws, orders and regulations of any federal, state, or local governmental authority, including, without limitation, building, zoning, and environmental laws (the "Legal Requirements");

(b) All easements, restrictions, agreements, rights of first refusal, repurchase agreements, and other documents of record, insofar as the same may be in force and applicable to the Premises;

(c) Matters that would be disclosed by an accurate ALTA/NSPS survey of the Premises (regardless of whether the Buyer obtains such a survey);

(d) Such real estate taxes for the fiscal year that are not due and payable on the date of delivery of the Deed (if any);

(e) All matters which would be disclosed by a personal inspection, 21E inspection, or an instrument survey of the Premises;

(f) All matters created or caused by Buyer;

(g) A perpetual affordable housing restriction in the Deed;

(h) The provisions of the Deed and any document recorded with the Deed as part of the closing of the sale contemplated by this Agreement;

(i) The provisions of this Agreement; and

(j) The Repurchase Agreement (as defined below) that will be recorded at the time of the conveyance referenced in Section 6.2 below.

4.3 Closing Costs.

(a) The Seller will pay the following costs at the Time of Closing:

(i) the fees and disbursements of the Seller's counsel; and

(ii) all real estate transfer, stamp or documentary taxes, if any.

(b) The Buyer will pay the following costs of closing this transaction:

(i) the fees and disbursements of the Buyer's counsel;

(ii) the cost of title, including a title commitment, owner's and lender's title insurance policies and all endorsements the Buyer may request; and

(iii) a payment in lieu of taxes, at Closing, in an amount determined by Seller in accordance with M.G.L. c. 44, sec. 63A, if applicable to Buyer as a tax-exempt charitable organization.

(c) Recording fees and adjustments, if any, shall be paid in accordance with Massachusetts custom for municipal closings in the Town of Falmouth. The day of closing shall be assigned to the Buyer.

4.4 Conditions Precedent to Closing.

(a) The following shall be conditions precedent to Buyer's obligations to close hereunder (unless waived in writing by Buyer in its sole discretion):

(i) Buyer has obtained any required environmental review release for the Buyer's Project from the U.S. Department of Housing and Urban Development, as required by the National Environmental Policy Act (NEPA) (the "Environmental Review Release"), if applicable to Buyer's Project;

(ii) All Approvals have been granted by the relevant authority or authorities having jurisdiction, and applicable appeal periods having expired with no appeal having been taken (or if such an appeal has been taken, the same is resolved by unappealable judgment); and

(iii) The Seller's representations and warranties herein are materially true if made as of the Closing Date and Seller is otherwise then in compliance with the provisions of this Agreement.

(b) The following shall be conditions precedent to Seller's obligations to close hereunder (unless waived in writing by Seller in its sole discretion):

(i) The conditions set forth in clause (i) of Section 4(a) above have been satisfied, if applicable to Buyer's Project;

(ii) The Buyer has furnished the Seller with evidence satisfactory to the Seller (i) of a binding commitment from a lender/lenders for financing of the construction of the Buyer's Project, (ii) of equity or commitment of equity and any other financings or fundings required to complete Buyer's Project;

(iii) The Buyer's representations and warranties herein are materially true if made as of the Closing Date and Buyer is otherwise then in compliance with the provisions of this Agreement; and

(iv) The Buyer has furnished to the Seller a duly executed disclosure of beneficial interests in real property pursuant to M.G.L. c. 7C, Section 38.

4.5 Closing Deliveries.

(a) At the Time of Closing, the Seller shall deliver the following documents, fully executed, in a form reasonably acceptable to the Buyer's counsel and title insurance company:

(i) the Deed duly executed and acknowledged by the Seller containing the following statement: "In connection with the conveyance hereby made, there has been full compliance with the provisions of Section 63A of Chapter 44 of the Massachusetts General Laws.";

(ii) a duly executed certificate to the effect that the representations and warranties made by the Seller in this Agreement are true and correct at the Time of Closing;

(iii) reasonable and customary affidavits executed by the Seller regarding mechanics' and materialmens' liens and parties in possession as required by the title company;

(iv) a so-called FIRPTA affidavit executed by the Seller as to its non-foreign status within the meaning of Sections 1445 or 7701 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

(v) a duly executed settlement statement;

(vi) a duly executed notice of this Agreement in the form of Exhibit F attached hereto (the "Notice of Agreement");

(vii) [SNDA requirement deleted]; and

(viii) a duly executed Repurchase Agreement.

(b) At the Time of Closing, the Buyer shall deliver the following documents, fully executed, in a form reasonably acceptable to the Seller:

(i) a current certificate of legal existence and good standing from the Commonwealth of Massachusetts and evidence of the Buyer's qualification to conduct business in Massachusetts;

(ii) a duly executed certificate to the effect that the representations and warranties made by the Buyer in this Agreement are true and correct at the Time of Closing;

(iii) a Corporate Vote of the Board of Directors of the Buyer, evidencing the corporate, or other appropriate, authority of the officer or manager executing any documents delivered by the Buyer in connection with the purchase of the Premises;

(iv) a duly executed settlement statement;

(v) a duly executed Notice of Agreement;

(vi) Intentionally omitted;

(vii) [SNDA requirement deleted],

(viii) a duly executed Repurchase Agreement;

(ix) a certification of payment in lieu of real estate taxes as set forth in Section 4.9;

(x) such other documents, certificates, or agreements as may be necessary to consummate the transaction contemplated by this Agreement; and

(xi) the Purchase Price and the Buyer's share of all closing expenses.

4.6 Default; Damages.

If prior to the Closing the Buyer shall fail to fulfill the Buyer's agreements and/or obligations hereunder in any material respect within applicable cure periods, the Seller, as its sole and exclusive remedy, may terminate this Agreement upon notice to the Buyer; provided, that Seller shall not have the right to injunctive or equitable relief hereunder. In the event of such termination, the Seller shall retain the Deposit and the Buyer shall restore the Premises to substantially the same condition as the Premises was prior to entering into this Agreement, as required under this Agreement and the Entry Agreement, unless

otherwise agreed to in writing by the Seller. In the event that the Buyer fails to fulfill the Buyer's agreements and/or obligations hereunder after the Closing, the Seller shall be entitled to (i) all rights and remedies available under the law and (ii) elect to exercise its right to repurchase the Premises in accordance with the Repurchase Agreement, in which event, the Seller shall be entitled to specific performance to compel the delivery of a deed thereunder. In the event that this Agreement is terminated, the Entry Agreement shall be deemed to be automatically terminated at the same time.

If the Seller shall fail to fulfill the Seller's agreements and/or obligations hereunder, and the sale contemplated hereby is not consummated because of default by the Seller in its obligation to sell the Premises in accordance with the terms of this Agreement, then the Buyer may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the Deposit will promptly be returned to the Buyer and the Parties shall have no further obligations to each other except for the Buyer's obligations under the Entry Agreement (except for the provisions that expressly survive termination thereof); (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) seek specific performance.

In no event shall the Seller be responsible to the Buyer for the cost of any improvements the Buyer may have made to the Premises or for the costs of any studies, reports, or tests performed by the Buyer except as otherwise provided in the Repurchase Agreement.

In no event shall the Seller be liable to the Buyer for any indirect, special, punitive, multiple, incidental or consequential damages, however caused, including, but not limited to, lost profits, lost revenue, work interruption, or any other form of such damages. In no event shall any of the elected or appointed officials of the Seller or any of the Seller's employees or volunteers be personally liable whatsoever with respect to this Agreement.

A default under the Entry Agreement beyond any applicable cure period shall be deemed to be a default under this Agreement, and a default under this Agreement beyond any applicable cure period shall be deemed to be a default under the Entry Agreement.

The provisions of this Section 4.6 shall survive the Closing and the delivery of the Deed.

4.7 Condemnation.

If prior to the Time of Closing any proceeding shall be commenced or consummated for the taking of all or any part of the Premises pursuant to the power of eminent domain or otherwise which would: (a) in the Buyer's reasonable judgment substantially and materially affect or interfere with the Buyer's access to or use and development of the Premises for Buyer's Project; or (b) make the Premises non-conforming under applicable laws, the Buyer shall have the right, exercisable by giving written notice to the Seller within ten (10) days after receiving written notice of such taking, to either: (a) terminate this Agreement; or (b) accept the Premises in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of the Seller's rights to any claims and condemnation awards payable by reason of such taking. If the Buyer elects to proceed under clause (b) above, the Seller shall not compromise, settle or adjust any claims to such award without the Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.8 Extension.

If at the Time of Closing the Seller shall be unable to convey title or to make conveyance, or to deliver possession of the Premises in accordance with the terms hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises

conform to the provisions hereof, or to satisfy such conditions precedent, and thereupon the Time of Closing shall be automatically extended for a period of sixty (60) days; provided, however, that the Seller shall not be obligated to spend more than the Cure Amount in the exercise of reasonable efforts to cure such defects or to otherwise deliver the Premises.

If at the extended Time of Closing the Seller shall have failed to cure any defects in title, deliver possession, or make the Premises conform, then (a) at the election of the Buyer this Agreement may be terminated without recourse to either party hereto and the Deposit shall be returned to the Buyer subject to the Buyer's obligations to restore the Premises to substantially the same condition it was at the time of entering into this Agreement and the Entry Agreement as well as the Buyer's obligations under the Entry Agreement, unless otherwise agreed to in writing by the Seller; or (b) the Buyer may accept such title as the Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price without deduction, in which case the Seller shall convey such title to the Buyer.

4.9 Real Estate Taxes.

The Seller represents and warrants that the Premises are exempt from local real estate taxes as of the date of this Agreement as Seller is a tax-exempt entity. The Seller's performance hereunder is conditioned upon the Buyer making a payment in lieu of taxes, at Closing, in an amount determined by Seller in accordance with M.G.L. c. 44, sec. 63A, except in the event such payment is not applicable due to Buyer's tax-exempt status as a charitable organization.

In accordance with G.L. c. 62C, § 49A, the Buyer certifies, under the pains and penalties of perjury, that the Buyer has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes. Such certification shall be made again and executed as of the Time of Closing.

After the Closing, the Buyer shall be responsible for all real estate taxes for the Premises (unless the Buyer or the use of the Premises is exempt from taxation under law) and the obligation to pay the real estate taxes shall run with and bind the Premises as a matter of record. The terms and provisions of this paragraph shall survive the Closing and the delivery of the Deed.

ARTICLE V
RESTRICTIONS ON DEVELOPMENT AND USE

5.1 Restrictions on Use.

The Buyer agrees that the Deed for the Premises shall contain agreements on behalf of the Buyer that it will devote the Buyer's Project only to and in accordance with the uses specified below (unless otherwise agreed by the Seller and the Buyer) and approved by the ZBA:

The one (1) homeownership unit of Buyer's Project shall be affordable as required by the Affordable Housing Restriction.

Such restriction shall survive the Closing.

5.2 Affordable Housing Restriction.

The Premises upon conveyance to a homebuyer after Project Completion shall be subject to the Affordable Housing Restriction, which shall be permanent, restricting the use of the Premises for affordable housing purposes. The Affordable Housing Restriction will be executed by the parties thereto and approved by the Director of the Executive Office of Housing and Livable Communities (formerly known as the

Department of Housing and Community Development) ("EOHLC") and executed by the Select Board of the Town (if required by the applicable statute), all in accordance with the provisions of Massachusetts General Laws, Chapter 184, Sections 26-32. The Affordable Housing Restriction will be substantially in the form attached hereto as Exhibit H and shall be recorded simultaneously with the deed to the homeowner who purchases the home from the Buyer and immediately after the deed, prior to any homestead, mortgage or other document of such homebuyer encumbering title to any portion of the Premises. The Affordable Housing Restriction in the form attached as Exhibit H shall not be amended or modified without the express consent of the Seller.

Prior to Seller's issuance of a Certificate of Completion, a perpetual regulatory agreement shall be recorded in the Registry, which shall be granted by Buyer to Seller, Buyer's lenders, and EOHLC, restricting the one (1) single family home in Buyer's Project as an affordable housing unit (the "Regulatory Agreement"). The Regulatory Agreement shall provide that notwithstanding anything therein to the contrary, if the Buyer's interest in the Premises is acquired through foreclosure or similar remedial action under the provisions of any mortgage or upon conveyance in lieu of foreclosure, then the Town's rights and remedies under the Regulatory Agreement shall not lapse, but rather shall remain in full force and effect in perpetuity, and shall apply to any mortgage holder or purchaser of Buyer's interest in the Premises or other successor thereto (the "Foreclosure Survival Requirement"). It shall be a condition precedent to the Seller's obligation to deliver a Certificate of Completion and the Building Inspector's delivery of a certificate of occupancy for any portion of the Buyer's Project, that the Regulatory Agreement, executed by EOHLC, be recorded in the Registry. The Regulatory Agreement will be in form and content mutually acceptable to the Seller and Buyer and EOHLC and shall be recorded prior to any mortgage or other financing document encumbering title to any portion of the Premises.

ARTICLE VI
POST CONVEYANCE ACTIVITIES AND COVENANTS

6.1 Covenants Relating to the Timing, Use and Maintenance of Buyer's Project.

(a) Subject only to delays caused solely by Force Majeure, the Buyer shall Commence (as defined herein) construction of the Buyer's Project in accordance with the plans submitted to the Town of Falmouth Building Commissioner in connection with the Buyer's application for a building permit (the "Final Construction Plans") by a date that is ninety (90) days after the Closing ("Buyer's Project Commencement Date"). The Final Construction Plans shall be materially consistent with the Schematic Design Plans, as the same may have been modified pursuant to the provisions herein. In addition, if Buyer desires to modify any portion of the Final Construction Plans, Buyer shall submit any such proposed modification to Seller for its approval, not to be unreasonably withheld, conditioned or delayed. Within ten (10) business days of Seller's receipt of the proposed modification (or such longer period as may be reasonably necessary for Seller to evaluate such request in compliance with open meeting laws, which extension shall become effective upon notice from Seller to Buyer), Seller shall notify Buyer in writing with reasonable specificity of any aspect of such modification to which Seller objects. If Seller fails to approve or object to any requested modification within such period, Seller shall be deemed to have approved such modification. Construction of the Buyer's Project shall be deemed to "Commence" upon the date that (i) a building permit for Buyer's Project is issued by the Town of Falmouth Building Inspector and (ii) the Buyer commences and diligently undertakes physical construction of the Buyer's Project.

(b) Subject only to delays caused solely by Force Majeure, the Buyer hereby covenants and agrees to Complete (as defined herein) construction of the Buyer's Project by a date which is twenty-four (24) months after the Closing ("Buyer's Project Completion Date"). The Buyer's Project shall be deemed "Complete" upon the date that: (i) the Town of Falmouth Building Inspector has issued a temporary or permanent certificate of occupancy for the Buyer's Project; (ii) the Buyer's Project can be used for its intended purpose as evidenced by a certification of substantial completion, in accordance with the approved Final Construction Plans issued by the Buyer's General Contractor subject only to a punch list of items remaining to be completed of minor nature of construction, decoration, painting, and millwork; (iii) the Buyer's Project is free of debris and construction materials, is in usable condition; (iv) all landscaping is completed and planted, except for such work that cannot be completed due to seasonal conditions;. Upon satisfaction of this Section 6.1 and written request by the Buyer, the Seller shall issue a Certificate of Completion to the Buyer substantially in the form attached hereto as Exhibit G.

(c) The Buyer hereby covenants and agrees to use the Premises solely for affordable housing purposes, as set forth in this Agreement.

For purposes of this Agreement, "Force Majeure" shall mean a delay or stoppage to the extent due to strikes, civil riots, war, invasion, fire or other casualty, acts of God, pandemics, inability or delays (not within Buyer's reasonable ability to anticipate) in procuring materials, equipment and labor, adverse weather conditions not reasonably anticipated and resulting in a declared state of emergency, act or failure to act of quasi-governmental or governmental authorities or other causes beyond the reasonable control of the party required to make performance, but specifically excluding financial constraints of such party.

The covenants set forth in this Section 6.1 shall survive Closing.

6.2 Repurchase Right.

In the event that the Buyer fails to (i) Commence the Buyer's Project by the Buyer's Project Commencement Date, (ii) diligently, continuously and expeditiously prosecute the construction of the Project, (iii) Complete the Buyer's Project by the Project Completion Date, as any such dates may be extended by Force Majeure, and (iv) not use or permit the use of the Premises other than for affordable housing purposes as required by the Affordable Housing Restriction, the Seller shall have the option, exercisable at the Seller's sole discretion, to repurchase all or any portion of the Premises pursuant to the terms of the Repurchase Agreement to be entered into between the Parties (the "Repurchase Agreement") and recorded at the time of the initial conveyance with the Registry. The Buyer and the Seller have agreed upon the Repurchase Agreement attached hereto as Exhibit E, which shall be executed and recorded at the Time of Closing. In addition, Seller shall enter into a subordination, non-disturbance and attornment agreement with Buyer's mortgage lender(s) and third party equity investors (if any) relating to the Repurchase Agreement (which may be included in the Master Subordination Agreement if agreed to by Seller and such mortgage lender(s) and third party equity investors) that will provide (1) that Seller's rights pursuant to the Repurchase Agreement shall be subordinated to the rights of any of the lender(s) providing financing, but that the Repurchase Agreement will not be terminated by a foreclosure of the lender(s) of their respective mortgage, (2) in the event that Seller exercises its rights under the Repurchase Agreement, Seller will acquire the Premises subject to such mortgage(s), (3) Seller will provide any notices under the Repurchase Agreement to such lenders and third party equity investors in the Buyer's Project, (4) such lender(s) and third party equity investors will have the right to cure any event giving rise to Seller's rights to repurchase the Premises under the Repurchase Agreement, (5) Seller will agree that it will not exercise a repurchase right under the Repurchase Agreement so long as any lender(s) or third party equity investors are diligently pursuing a cure of the event giving rise to Seller's repurchase right, which may include foreclosing their respective mortgage and/or replacing Buyer as the developer of the Buyer's Project, and

(6) such other requirements of such mortgage lender(s) and third party investors that are reasonably acceptable to Seller and Buyer, which Seller and Buyer will negotiate in a good faith, commercially reasonable manner (the "SNDA").

6.3 Assignment.

Prior to the Buyer's Project Commencement Date, Buyer covenants not to make or suffer to be made any assignment, lease or any other manner of transfer of its interest in the Premises or portion thereof or in this Agreement, except (i) to any person or entity which directly or indirectly controls, is controlled by or is under common ownership with Buyer as of the date of the assignment (a "Related Party"); provided Buyer notifies Seller in writing at least ten (10) business days prior to the effective date of such assignment, such assignee expressly assumes Buyer's obligations under this Agreement in writing, and Seller receives a copy of such assumption, or (ii) if it shall have complied with the following conditions:

(a) The transferee shall have been approved as such in writing by the Seller;

(b) The transferee or transferees, by valid instrument in writing satisfactory to Seller, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the Seller, all obligations of any person or persons, including Buyer, to being, complete and or maintain and operate, as applicable, Buyer's Project and all obligations of the Buyer provided for in this Agreement. Notwithstanding the foregoing, the fact that any transferee of, or any other successor interest whatsoever to the Premises, or any part thereof, shall for whatever reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by Seller) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the Seller of or with respect to any rights or limitations or controls with respect to the Premises or the construction of the Buyer's Project; it being the intent of this, together with other provisions of this Agreement that, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement, no transfer of or change, with respect to ownership, possession or control, shall operate legally or practically to deprive or limit Seller of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Premises and the construction of the Buyer's Project that Seller would have, had there been no such transfer or change.

(c) There has been submitted to the Seller for review and the Seller has approved, in its sole discretion and within thirty (30) days, all instruments and other legal documents involved in effecting transfer.

(d) The Buyer and its transferee or transferees shall comply with such other reasonable conditions as Seller may find desirable in order to achieve and safeguard the purposes of this Agreement.

In the event of any violation by such a transferee of any obligation assumed or required to be assumed under this Section, which violation shall occur prior to receipt of the Certificate of Completion, the Buyer shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Buyer shall fail or refuse to effect such cure, the Seller may institute such actions or proceedings against the transferee and/or the Buyer as the Seller deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses which may be incurred by the Seller in instituting and prosecuting such action or proceedings shall be paid by the Buyer.

The provisions of this Article VI shall survive the Closing and the delivery of the Deed.

ARTICLE VII
INSURANCE REQUIREMENTS DURING CONSTRUCTION

7.1 Insurance Requirements During Construction Period.

The Buyer shall, at all times prior to the final completion of the Buyer's Project, maintain and deliver to the Seller evidence of and keep in full force and effect, or cause the general contractor(s) for the Buyer's Project to maintain, either directly or through subcontractors, and to deliver to the Seller evidence of and keep in full force and effect a policy of Builder's Risk insurance in an amount equal to the amount of the general construction contract for the construction of Buyer's Project. The policy shall (i) list Seller as an additional insured, (ii) be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide with respect to primary levels of coverage and (iii) be issued and delivered in accordance with Massachusetts law and regulations.

Prior to issuance of a building permit for the Buyer's Project, the Buyer shall deliver to the Seller a copy of the required policy and endorsements thereto on forms which are acceptable to the Seller.

The insurance policy required by this Section 7.1 shall contain an endorsement providing that written notice shall be given to the Seller at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

The insurance coverage required herein may be effected under blanket insurance policies; provided, however, that (a) such policies are written on a per-occurrence basis, (b) such policies comply in all other respects with the provisions of this Article VII, and (c) the protection afforded under any such policy shall be no less than that which would be available under a separate policy relating only to this Agreement. If any coverage required by this Agreement is provided under blanket insurance policies, promptly upon execution of this Agreement and annually thereafter, the Seller shall be provided with a list of the projects covered by such blanket insurance policies, the dollar amount of each project covered and such other information as the Seller may reasonably request to enable it to evaluate whether the requirements of this article have been met, or, in the alternative, any such policy shall include a dedicated limit applicable solely to the Buyer's Project.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Buyer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Buyer under this Agreement or constitute a representation or warranty by the Seller that the coverage provided by such insurance is adequate for purposes of the Buyer or for any other purpose other than the protection of the interests of the Seller. The Seller shall have the right to waive the levels of coverage and types of insurance required hereunder.

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations, Warranties and Covenants of the Buyer.

(a) Organization. The Buyer is duly organized and validly existing under the laws of the Commonwealth of Massachusetts, is authorized to do business in the Commonwealth, is in compliance with the laws of the Commonwealth, and has the power and authority to own its properties and assets and to carry on its business in the Commonwealth as now being conducted and as hereby contemplated.

(b) Authority. The Buyer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Buyer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied.

(d) Compliance with Laws. In the permitting, design, acquisition and construction of the Buyer's Project, the Buyer has complied and will comply with the provisions of this Agreement and all applicable building, zoning, land use, environmental protection, sanitary and safety laws, rules and regulations, and all applicable grant, reimbursement and insurance requirements, and will not permit a nuisance thereon; but it shall not be a breach of this subsection if the Buyer fails to comply with such laws, rules, regulations and requirements (other than Chapter 21E of the Massachusetts General Laws, as amended) during any period in which the Buyer is diligently and in good faith contesting the validity thereof. The Buyer shall not with knowledge commit, suffer or permit any act to be done in, upon or to the Premises in violation of any law, ordinance, rule, regulation or order of any governmental authority.

(e) Litigation. There are no pending or, to the best of the Buyer's knowledge and except as disclosed by Seller to Buyer in writing, threatened actions, suits, or proceedings before any court, arbitrator or governmental or administrative body or Seller which may materially adversely affect the properties, business or condition, financial or otherwise, of the Buyer or its ability to perform its obligations under this Agreement.

(f) No Conflicts. Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of the Buyer, (2) to the best of the Buyer's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority; or (3) any agreement or instrument to which the Buyer is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

(g) No Approvals Required. Except for the Approvals, no authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by the Buyer of this Agreement or the performance of its obligations hereunder.

(h) Completion of Buyer's Project. The Buyer will complete the Buyer's Project in accordance with the terms of this Agreement and within the timeframes set forth in this Agreement, subject to Force Majeure (as defined below).

(i) Buyer's Source of Equity. The Buyer will have at Closing debt and equity funds sufficient in the reasonable judgment of the Buyer, to develop the Premises. At the date of execution of this Agreement and again prior to the Closing, the Buyer shall provide a detailed written statement to Seller enumerating the sources and planned uses of such funds to complete Buyer's Project.

8.2 Representations of the Seller.

(a) Authority. The Seller has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered. This Agreement has been duly and validly executed and delivered by the Seller.

(b) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied.

(c) No Material Litigation. To the knowledge of the Seller, there are no actions, suits or proceedings pending or threatened, against or affecting the Seller or the Premises which, if determined adversely to the Seller, would materially adversely affect its ability to perform its obligations hereunder.

(d) No Conflicts. To the knowledge of the Seller, neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with, or results or will result in a breach of, or constitutes or will constitute a default under, (1) any law or any order, writ, injunction or decree of any court or governmental authority; or (2) any agreement or instrument to which the Seller is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

(e) FIRPTA. The Seller is not a "foreign person" as defined in Section 1445 of the Code.

8.3 Brokers.

The Seller and the Buyer represent and warrant to each other that no brokerage fee or real estate commission is or shall be due or owing in connection with this transaction, and the Seller and the Buyer's hereby agree to indemnify and hold the other harmless from any and all claims of any broker or agent based on action or alleged action of the other.

The provisions of this Article VIII shall survive the Closing and delivery of the Deed.

ARTICLE IX
INDEMNIFICATION

9.1 Indemnification; Remedies of Buyer.

(a) The Buyer, regardless of any agreement to maintain insurance, will indemnify and defend the Seller, and its officers, directors, employees, agents, elected and appointed officials, committees, representatives and boards (collectively, the "Indemnitees") and hold the Indemnitees harmless from and against actual losses sustained by an Indemnitee on account of any and all claims arising or accruing after the Closing out of (1) the design, engineering and construction of the Buyer's Project by the Buyer or any of its consultants, engineers, advisors, contractors, subcontractors or suppliers; (2) the Buyer's nonpayment under any contract between the Buyer and its consultants, engineers, advisors, contractors, subcontractors and suppliers, or any claims of persons employed by the Buyer or its agents to construct the Buyer's Project; (3) any accident, injury or damage to any person occurring on the Premises or as a result of the Buyer's Project during the construction thereof but only to the extent that such accident, injury or damage was not caused by the negligent or intentionally tortious act or omission of the Seller; (4) any default in the

Buyer's obligations under this Agreement; (5) all matters set forth in Sections 3.2 and 3.3 hereof. In case any action or proceeding is brought against the Indemnitees, by reason of any such claim, the Buyer will defend the same at its expense upon notice from any Indemnitee with counsel chosen by the Buyer subject to the reasonable approval of the Seller. The Seller and the Indemnitees will cooperate with the Buyer, at the expense of the Buyer, in connection therewith and will do nothing to compromise any defense. The Seller has the option, but not the obligation, of retaining separate counsel at its sole cost and expense for any purpose. Retention of such separate counsel by the Seller shall not relieve Buyer of the obligation to defend hereunder.

(b) Notwithstanding any contrary provision in this Agreement, the Seller shall have the right to take any action not prohibited by law or make any decision not prohibited by law with respect to proceedings for indemnity against the liability of the Indemnitees. The Seller may enforce its rights, including any and all rights available to Seller under law or equity, under this Agreement by legal proceedings.

The provisions of this Article IX shall survive the Closing and delivery of the Deed.

ARTICLE X
MISCELLANEOUS

10.1 Notices.

All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by recognized national overnight courier service, or mailed postage prepaid, by registered or certified mail or by e-mail (with proof of receipt, provided that within one business day a copy is also sent via one of the other methods described herein), addressed as follows:

If to Buyer:
Laura Moynihan, Executive Director
Falmouth Housing Trust, Inc.
PO Box 465
Falmouth, MA 02541
Email: laura@falmouthhousingtrust.org

If to Seller:
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
Attention: Town Manager
Email: mike.renshaw@falmouthma.gov

with a copy to:
Falmouth Town Counsel
157 Locust St.
Falmouth, MA 02540
Email: maura.okeefe@falmouthma.gov

or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or by e-mail or one (1) day after when deposited with a nationally recognized overnight courier service or three days after deposit with the U.S. Postal Service, except that where under this Agreement any time period is specified to commence from notice, such time period shall not be deemed to commence until, according to applicable records of the

courier service or U.S. Postal Service, delivery of such notice was first attempted. Notices which are given by either party may be given by the attorney for such party without the signature of such party.

10.2 Non-Offer.

The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or to sell the Premises, it being understood and agreed that neither the Buyer nor the Seller shall be legally obligated with respect to the purchase or sale of the Premises on account of such submission unless and until this Agreement has been fully executed by both the Buyer and the Seller and a fully executed copy has been delivered.

10.3 Survivability of Covenants.

The acceptance of the Deed by the Buyer or the nominee designated by the Buyer, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except for the provisions which are not capable of having been performed on or before the Time of Closing or which by their terms survive delivery of the Deed. Any covenants or provisions in this Agreement which by their terms should survive delivery of the Deed shall be deemed to survive said delivery.

10.4 Complete Agreement.

This Agreement and all Exhibits attached hereto constitute the entire Agreement between the parties hereto and no oral statements made by anyone with regard to the transaction which is the subject of this Agreement shall be construed as a part hereof unless the same is incorporated herein by writing.

10.5 Severability.

If any provision of this Agreement or application to any party or circumstances shall be determined by a final, unappealed ruling of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. In the place of such invalid or unenforceable provision, there shall be substituted a similar, but valid and enforceable provision that comports to the findings of the aforesaid court and most nearly accomplishes the original intent of the parties.

10.6 Time of Essence.

Time is of the essence under this Agreement.

10.7 Counterparts.

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10.8 Recording.

The Seller, at its sole option and expense, may elect to record this Agreement with the Registry.

10.9 Successors Bound.

This Agreement shall be binding upon and shall inure to the benefit of the Seller and the Buyer and their successors, including any successors in title, and permitted assigns.

10.10 General.

This instrument is to be construed as a Massachusetts contract, sets forth the entire contract between the parties and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. Both Parties have actively participated in the drafting and negotiation of this Agreement, and any ambiguity herein shall not be construed against either Party as drafter.

10.11 Captions.

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

10.12 Request for Proposals Incorporated.

The terms and conditions of the RFP issued by the Town of Falmouth dated November 5, 2025 (including all Addenda thereto issued by the Town, if any), as well as the Buyer's response to the same are incorporated herein by reference. In the event of a conflicts between the provisions of the RFP, the Buyer's RFP response, and this Agreement, the provisions of this Agreement shall govern.

10.13 Enforcement.

The parties hereto, and thereafter the permitted successors and assigns of the parties hereto, covenant and agree that the Buyer will reimburse the Seller for all reasonable costs and expenses (including without limitation attorney's fees and expenses) incurred by Seller in enforcing this Agreement or in remedying or abating any violation thereof.

10.14 List of Exhibits.

EXHIBIT A – Plan of Land/Premises
EXHIBIT B – Buyer's Project
EXHIBIT C – Right of Entry Agreement
EXHIBIT D – Project Milestones
EXHIBIT E – Repurchase Agreement
EXHIBIT F – Form of Notice of Agreement
EXHIBIT G – Form of Certificate of Completion
EXHIBIT H - Form of Affordable Housing Restriction

Executed as of the date first written above.

SELLER:

TOWN OF FALMOUTH:

By its Select Board

_____
Robert P. Mascalli, Chair

_____
Heather M. H. Goldstone, Vice Chair

_____
Douglas C. Brown

_____
Colin W. Reed

_____
Jack Richardson

DEVELOPER:
Falmouth Housing Trust, Inc.

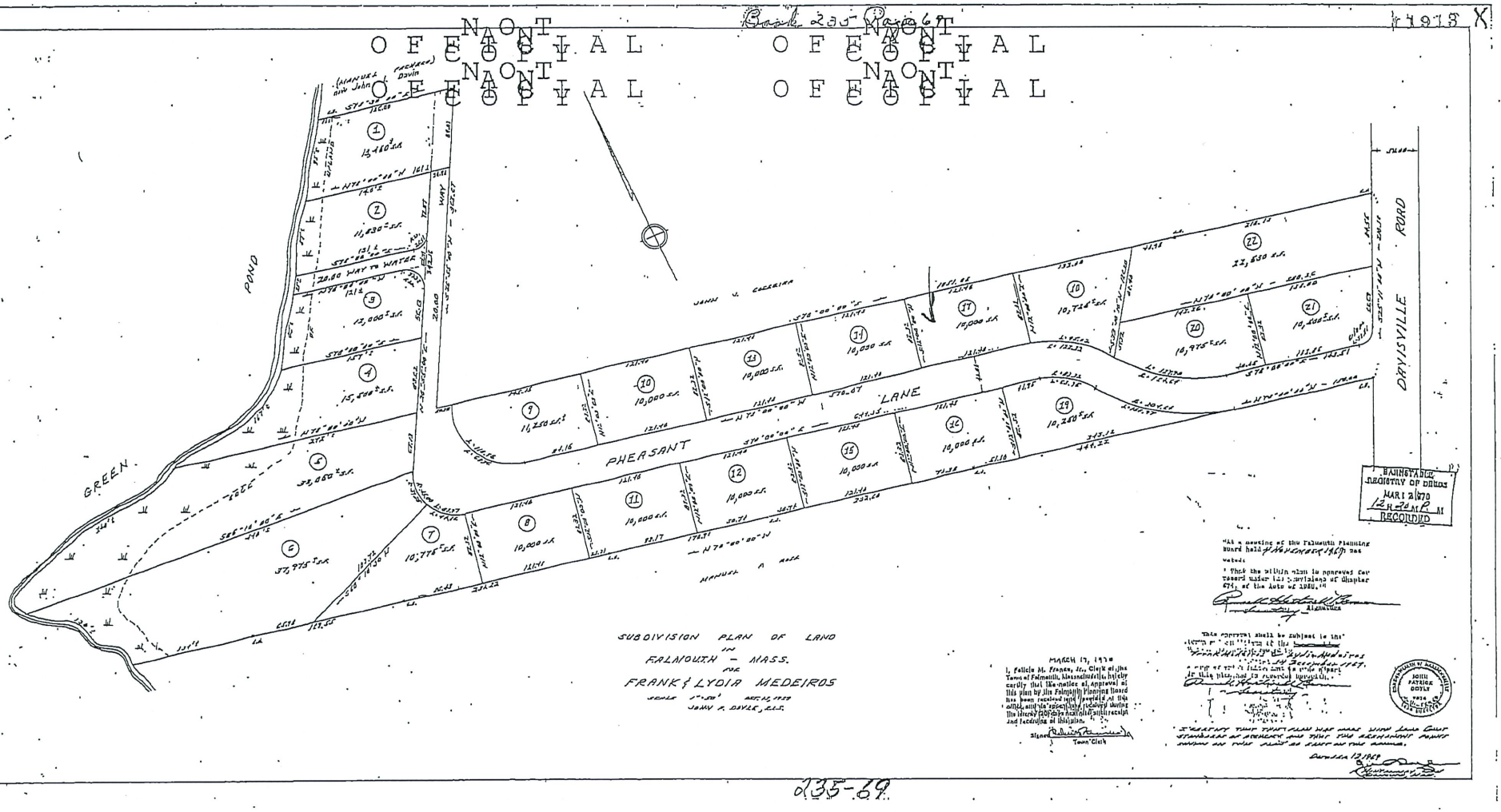
By: Adelaide Drolette
Name: ADELAIDE DROLETTE
Title: PRESIDENT

EXHIBIT A
Plan of Land/Premises

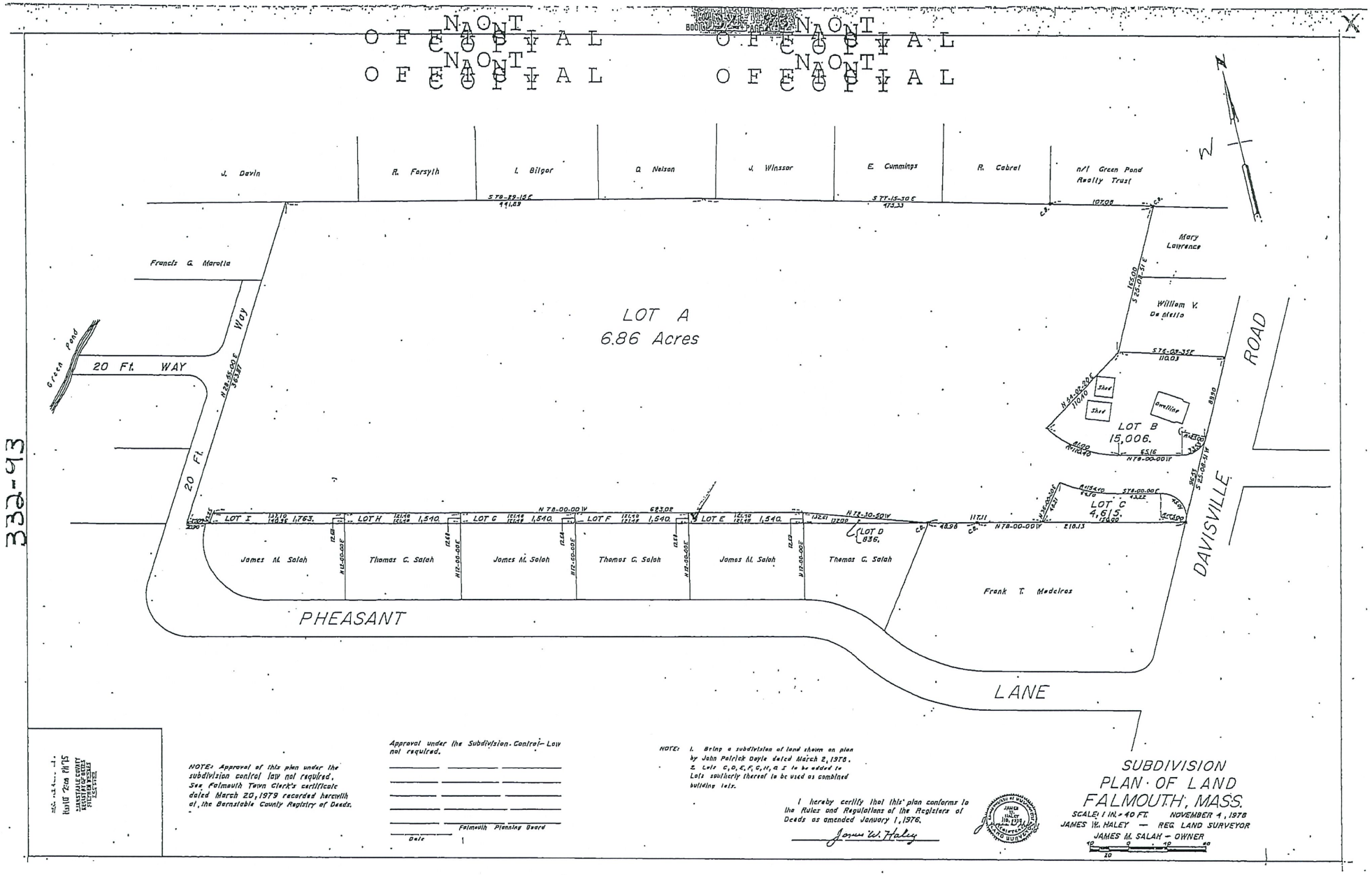
[See Attached]

NOT OFFICIAL
NOT OFFICIAL
NOT OFFICIAL
NOT OFFICIAL

Book 230 Page 69



135-69



NOTE: Approval of this plan under the subdivision control law not required. See Falmouth Town Clerk's certificate dated March 20, 1979 recorded herewith at the Barnstable County Registry of Deeds.

Approval under the Subdivision Control Law not required.

Falmouth Planning Board

Date

NOTE: 1. Bring a subdivision of land shown on plan by John Patrick Doyle dated March 2, 1978.
2. Lots C, D, E, F, G, H, & I to be added to Lots southerly thereof to be used as combined building lots.

I hereby certify that this plan conforms to the Rules and Regulations of the Registers of Deeds as amended January 1, 1976.

James W. Haley

SUBDIVISION PLAN OF LAND FALMOUTH, MASS.

SCALE: 1 IN. = 40 FT. NOVEMBER 4, 1978

JAMES W. HALEY — REG. LAND SURVEYOR

JAMES M. SALAH — OWNER

Legal Description
Of Premises

The land with all improvements thereon located in the Town of Falmouth, Barnstable County, Massachusetts, described as follows:

LOT 17 shown on a plan entitled "Subdivision Plan of Land in Falmouth – Mass. For Frank & Lydia Medeiros", dated October 13, 1969, Scale1"= 50', which plan is recorded at the Barnstable County Registry of Deeds in Plan Book 235 Page 69, and **LOT E** shown on a plan entitled "Subdivision Plan of Land Falmouth, Mass.", dated November 4, 1978, Scale: 1" = 40 FT, James W. Haley – Reg Land Surveyor, James M. Salah – Owner, which plan is recorded at the Barnstable County Registry of Deeds in Plan Book 332 Page 43.

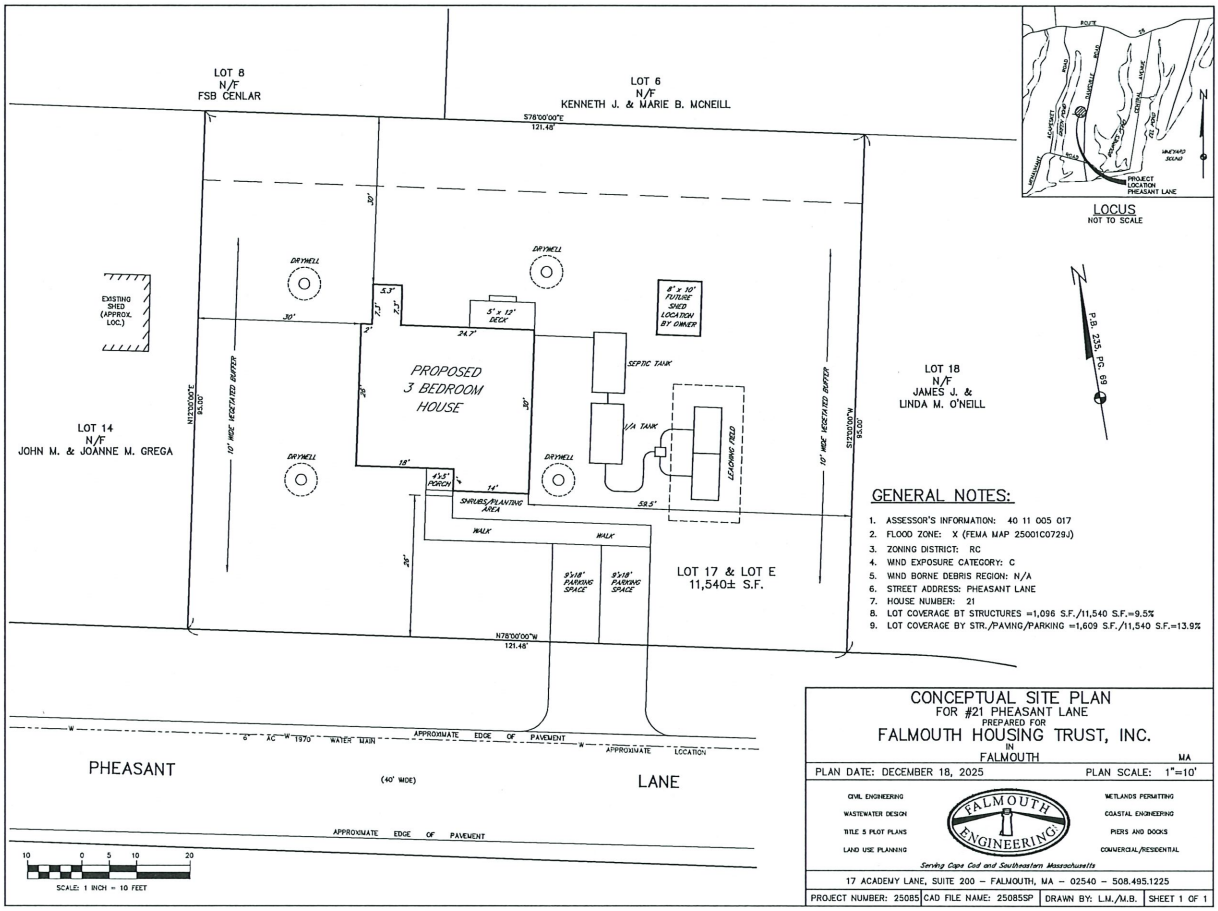
Said LOT 17 is comprised of 10,000 square feet and said **LOT E** is comprised of 1540 square feet, according to the above-referenced plans.

Address of Premises: 21 Pheasant Lane, East Falmouth, MA 02536

EXHIBIT B
Buyer's Project

[See Attached]

→Site Concept Plan



GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 40 11 005 017
2. FLOOD ZONE: X (FEMA MAP 25001C0729J)
3. ZONING DISTRICT: RC
4. WND EXPOSURE CATEGORY: C
5. WND BORNE DEBRIS REGION: N/A
6. STREET ADDRESS: PHEASANT LANE
7. HOUSE NUMBER: 21
8. LOT COVERAGE BT STRUCTURES =1,096 S.F./11,540 S.F.=9.5%
9. LOT COVERAGE BY STR./PAVING/PARKING =1,609 S.F./11,540 S.F.=13.9%

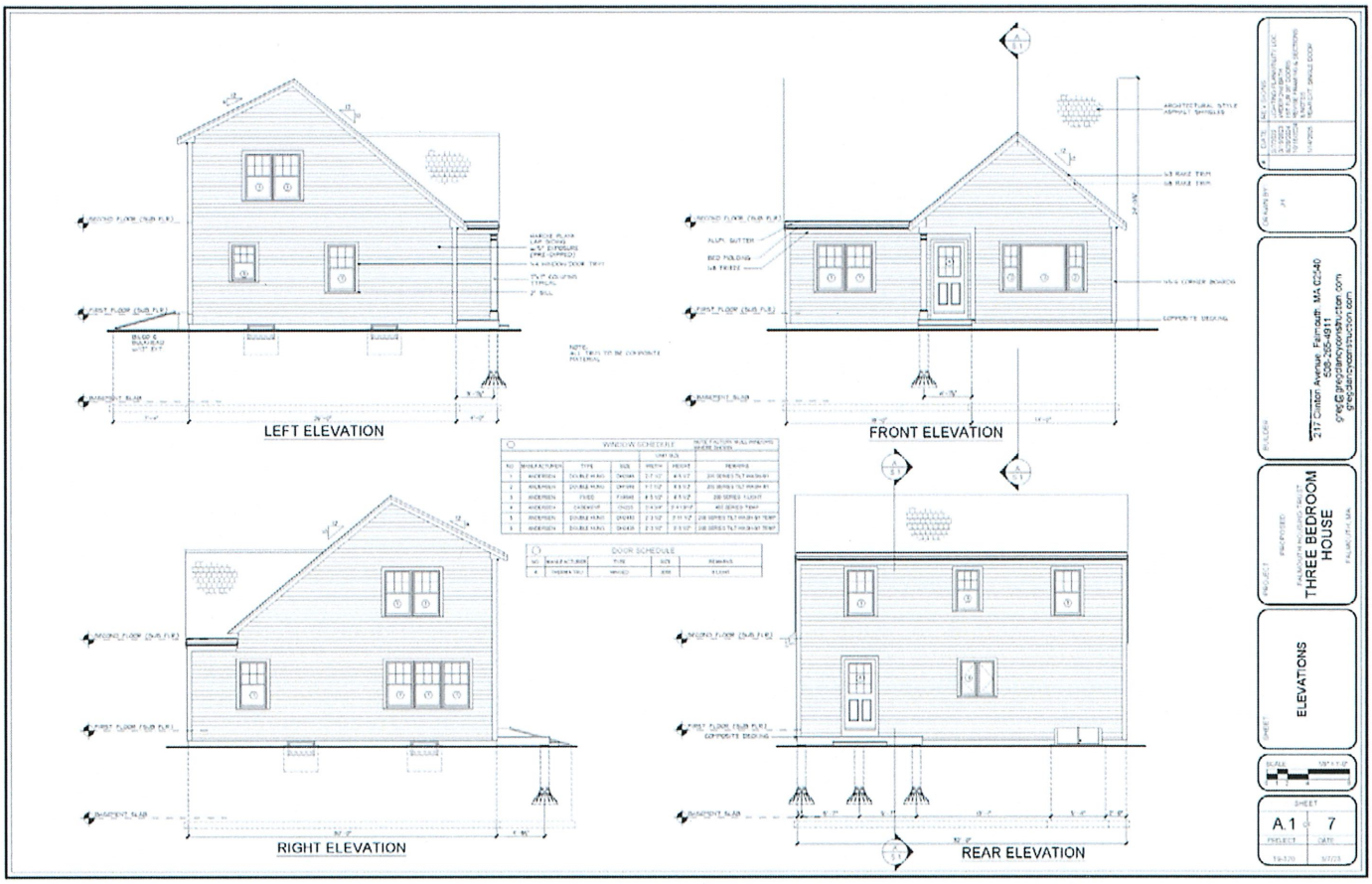
CONCEPTUAL SITE PLAN
FOR #21 PHEASANT LANE
PREPARED FOR
FALMOUTH HOUSING TRUST, INC.
IN
FALMOUTH MA

PLAN DATE: DECEMBER 18, 2025 PLAN SCALE: 1"=10'

CIVIL ENGINEERING
WASTEWATER DESIGN
TITLE 5 PLOT PLANS
LAND USE PLANNING
WETLANDS PERMITTING
COASTAL ENGINEERING
PIERS AND DOCKS
COMMERCIAL/RESIDENTIAL
FALMOUTH ENGINEERING
Serving Cape Cod and Southeastern Massachusetts
17 ACADEMY LANE, SUITE 200 – FALMOUTH, MA – 02540 – 508.495.1225

PROJECT NUMBER: 25085 | CAD FILE NAME: 25085SP | DRAWN BY: L.M./M.B. | SHEET 1 OF 1

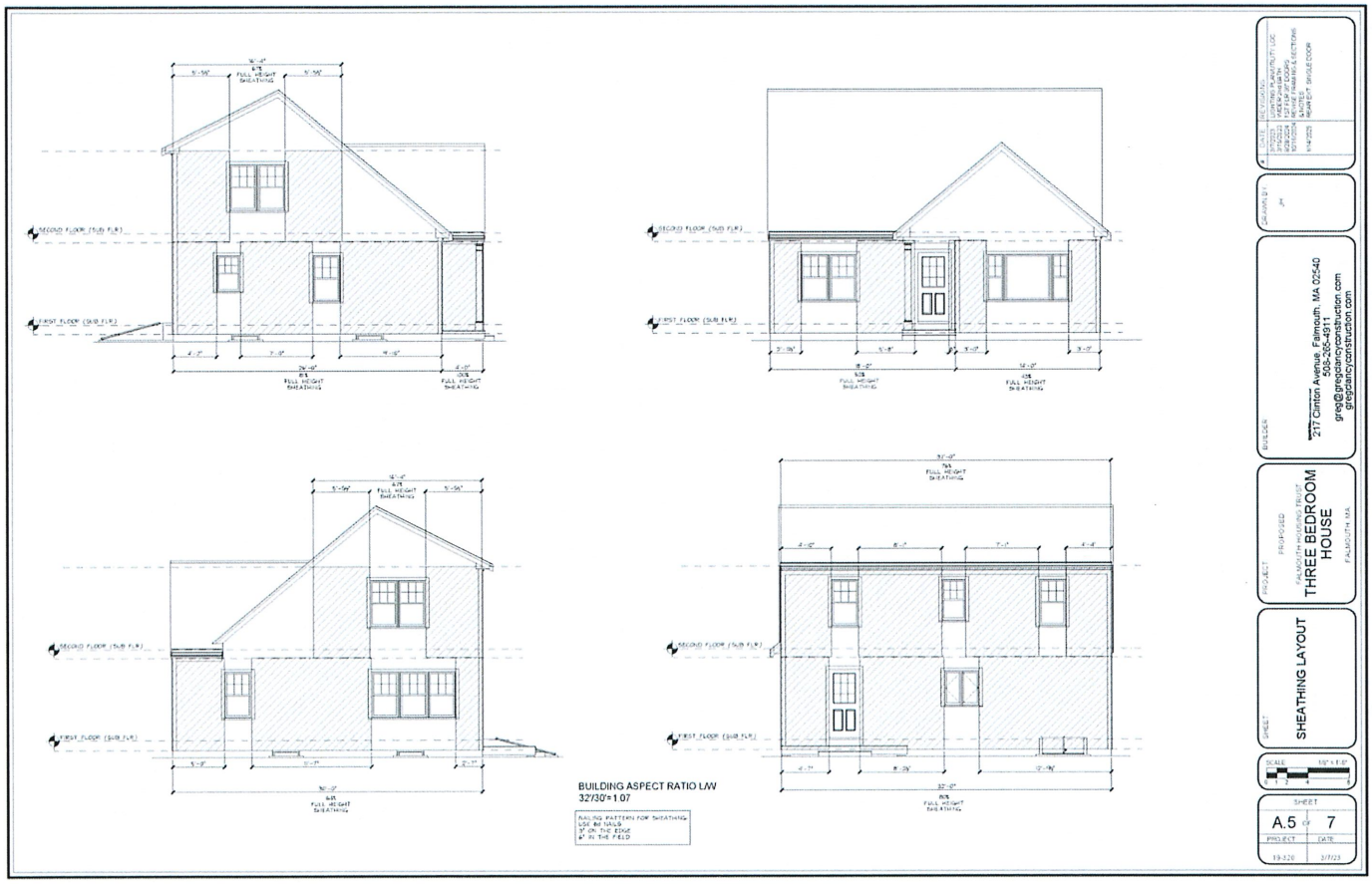
→Elevation Plans



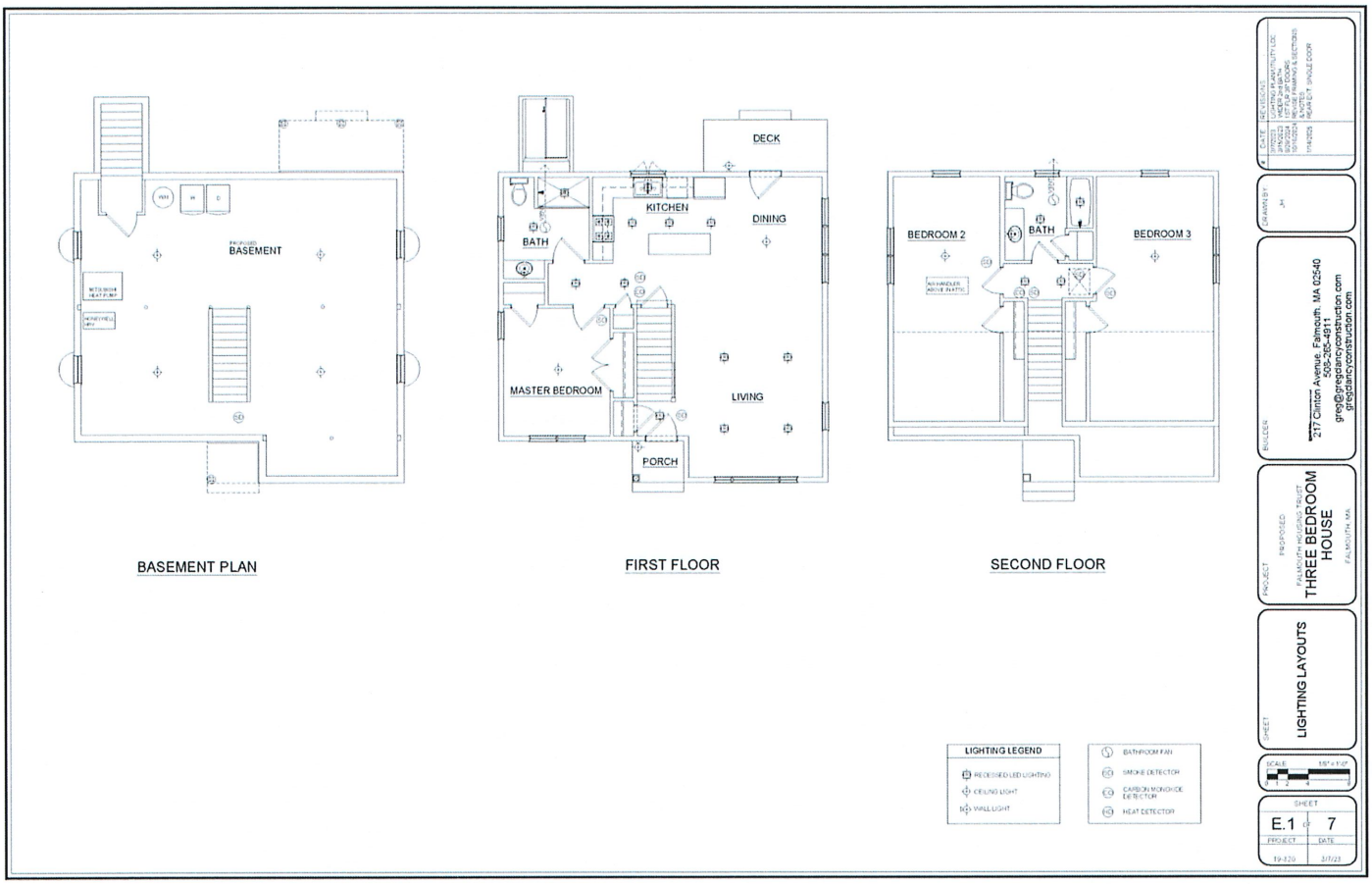
Materials Described on Plans:

- Hardi Plank Lap Siding (Pre-Dipped)
- 1" X 4" Window Door Trim
- Architectural Style landmark Asphalt Shingles
- 7" X 7" Wood Columns Wrapped in PVC
- Rake PVC Trim
- 1" X 5/6" PVC Corner Boards
- Double Hung Windows 200 series with 2-inch sill
- Casement Windows 400 series
- Composite Decking
- Therma-Tru Doors
- Aluminum Gutters
- Bilco Bulkhead

→Elevation Plans



→Floor Plans


BASEMENT
DECK
KITCHEN
DINING
BATH
MASTER BEDROOM
LIVING
PORCH
BEDROOM 2
BATH
BEDROOM 3
BASEMENT PLAN
FIRST FLOOR
SECOND FLOOR
LIGHTING LEGEND
RECESSED LED LIGHTING
CEILING LIGHT
WALL LIGHT
BATHROOM FAN
SMOKE DETECTOR
CARBON MONOXIDE DETECTOR
HEAT DETECTOR
217 Clinton Avenue, Falmouth, MA 02540
508-265-4911
greg@gregdancyconstruction.com
gregdancyconstruction.com
PROPOSED
THREE BEDROOM HOUSE
LIGHTING LAYOUTS
SHEET
E.1
7

→Floor Plans

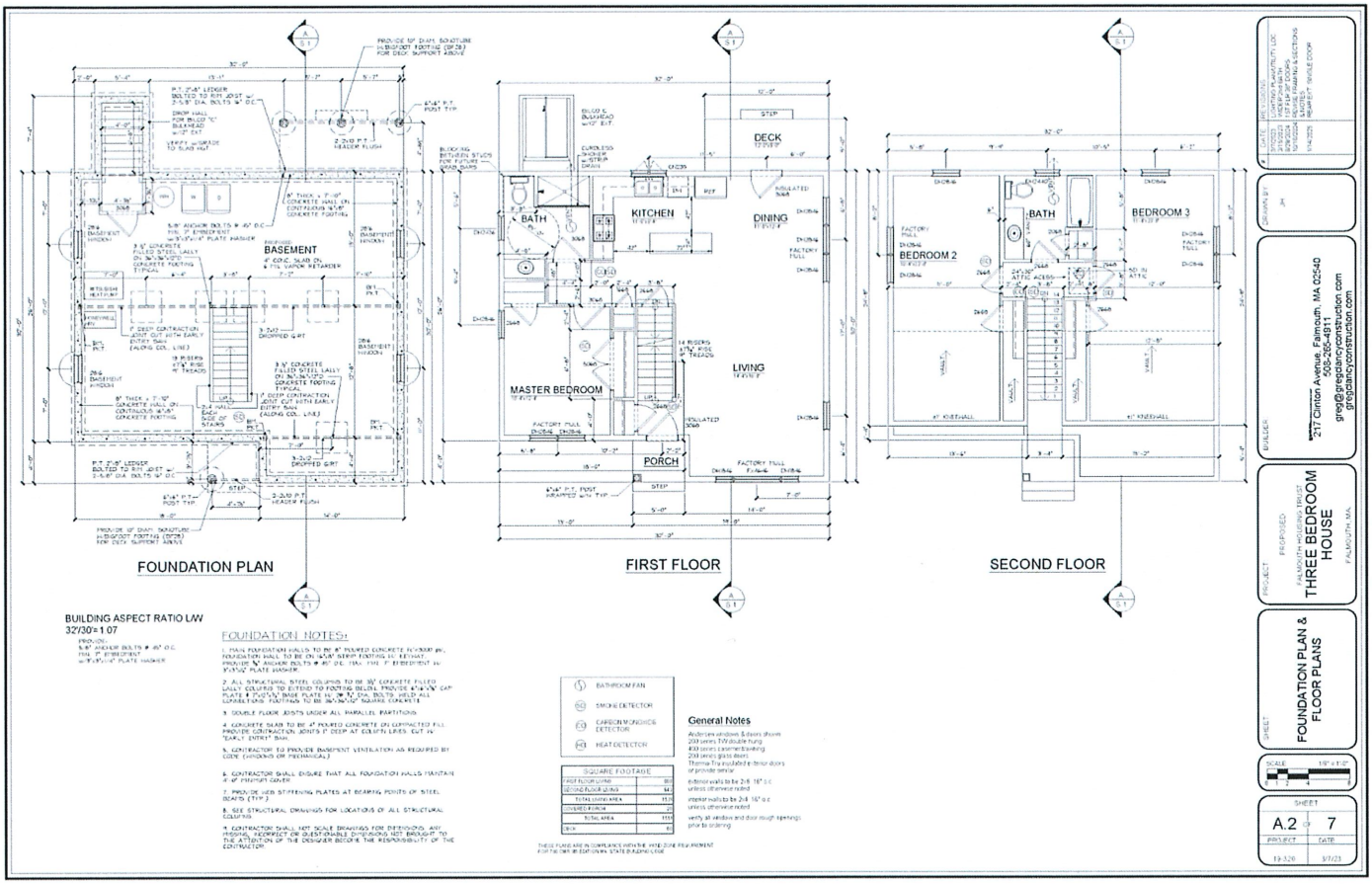

FOUNDATION PLAN
FIRST FLOOR
SECOND FLOOR
BASEMENT
BATH
KITCHEN
DINING
DECK
LIVING
MASTER BEDROOM
PORCH
BEDROOM 2
BEDROOM 3
BUILDING ASPECT RATIO L/W
32/30=1.07
FOUNDATION NOTES:
General Notes
THREE BEDROOM HOUSE
FALMOUTH, MA.
FOUNDATION PLAN & FLOOR PLANS
A.2 - 7
217 Clinton Avenue, Falmouth, MA 02540
508-265-4911
greg@prospanycconstruction.com

EXHIBIT C

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT (this "Agreement") is made this _____ day of _____, 2026 by and between Town of Falmouth, acting by and through its Select Board, (the "Seller" or "Town"), a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth MA 02540 and Falmouth Housing Trust, Inc., a Massachusetts limited liability company having a business address of 17 Academy Lane, Falmouth, MA 02540 ("Developer").

WHEREAS, the Town and Developer are parties to that certain Land Disposition Agreement (the "LDA") concerning the sale and development of 21 Pheasant Lane, Falmouth, Massachusetts (the "Property");

WHEREAS, Developer desires to access the Property for the purpose of conducting certain due diligence with regard to the condition of the Property, as further described herein;

WHEREAS, the Town agrees to permit such access and due diligence, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

(a) Developer's Inspection Rights. Subject to the provisions of this Agreement, for a period ninety (90) days after the date of this Agreement, the Developer, and the Developer's employees, contractors, consultants, agents and representatives (collectively "Developer's Representatives") may enter the Property, at the Developer's sole risk and the Developer's sole cost and expense, to conduct its due diligence, inspections, Phase 1 environmental assessment, and survey of the Property (collectively, "Developer's Investigations"). Notwithstanding anything to the contrary contained above, with respect to the performance of any environmental tests or studies of the Property involving sampling, testing or analyzing samples of water, soil or building materials, or any other invasive inspections, the Developer shall first obtain the prior written approval of the Seller (which may be provided by the Town Manager) as to the identity of the company or persons who shall perform such inspections and a written proposal outlining the proposed location and scope of such inspections, which approval may be withheld by the Seller in its sole and absolute discretion. The Developer shall not perform any such environmental tests or studies or other invasive inspections of the Property other than as so approved by the Seller; provided, however, that the Town will permit Buyer to conduct geotechnical studies and percolation tests in test pit locations reasonable approved by the Town by email (which may be from the Town Manager).

All Developer's Investigations which are permitted under this Agreement shall be done at reasonable times, and after two (2) business days' written notice (which may be by email) to the Town Manager ("Seller's Representative"). The Developer and the Developer's Representatives shall take all reasonable precautions to minimize the impact of all Developer's Investigations on the Property. All Developer's Investigations shall be conducted in accordance with all applicable laws, codes, ordinances, orders, rules, regulations, and by-laws (collectively "Laws"). If the Developer proposes to take any test samples on the Property in connection with any of Developer's Investigations, the Developer must give the Seller three (3) Business Days' notice prior to performing such sampling so that the Seller may have the opportunity to be present and to split or take its own test samples. If any damage to the Property is caused by the activities or operations of the Developer or Developer's Representatives during the term of this Agreement, the Developer shall, at its sole cost and expense, repair all damage to the Property caused by any of Developer's Investigations and restore the Property (including, without limitation, all paving and landscaping) to its former condition to the extent reasonably

practical, prior to the expiration of thirty (30) days from the expiration or termination date of this Agreement.

The Developer shall deliver to the Seller, promptly after the receipt thereof, copies of all studies, analyses, reports and assessments (both final and interim versions) relating to any of Developer's Investigations involving environmental testing or studies. Except as set forth in the immediately preceding sentence, the Developer shall not submit a copy of any such data or report to any governmental authority unless specifically required to do so by applicable Law; and, if so required, the Developer agrees that the Seller, not the Developer or any Developer's Representative, shall make such disclosure as the Seller deems appropriate.

(b) Developer's Risk and Indemnification. The Developer assumes all risks associated with the performance of Developer's Investigations, including, without limitation, all damage to property (including, without limitation, the Property) and all injuries and loss caused by the Developer and the Developer's Representatives and contractors and agrees to defend, indemnify and hold harmless the Seller and its employees, agents, consultants, contractors and subcontractors of, from and against any and all third-party claims for personal injuries to any person, including costs, losses, claims, defenses, demands, damages, liabilities, damage to property, expenses and other obligations (including, without limitation, reasonable attorneys' fees and court costs) arising from, out of or in connection with or otherwise relating to, the entry onto the Property by, or the performance of Developers Investigations by, the Developer or any of the Developer's Representatives and contractors, excluding any of the foregoing arising from Seller's gross negligence or pre-existing environmental conditions at the Property merely discovered by Developer (provided that the Developer promptly notify Seller upon such discovery), and further providing that such exclusion will not apply if such liabilities arise out of the negligence or willful misconduct of Developer.

(c) Insurance. The Developer shall carry (i) commercial general liability coverage with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering liabilities arising out of the Developer's activities on the Property pursuant to this Agreement, (ii) to the extent applicable, worker's compensation insurance with coverage at least equal to statutory limits, and (iii) automobile liability insurance covering owned, non-owned, leased and hired vehicles, in a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage. The Developer's insurance policies shall (i) name the Seller as an additional insured with respect to the Property, and (ii) be primary and noncontributory as to all other policies. It is further agreed that the Developer and its insurer(s) providing coverage must waive all rights of subrogation and/or contribution against the Seller. Prior to entry upon or commencement of any activities on the Property, the Developer shall deliver a true and correct copy of a certificate of insurance and endorsements to the Seller in a form and substance satisfactory to the Seller evidencing the required coverages, and providing that should any of the policies above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The Developer shall ensure that the Developer's Representatives are adequately insured without necessity of duplicating the Developer's required insurance.

(d) Nothing in this Agreement shall be deemed to amend or otherwise modify the terms and provisions of the LDA. The provisions of this Agreement shall survive, as applicable, the recission, cancellation or termination of this Agreement. An email, facsimile, or electronic signature on this Agreement shall be equivalent to, and shall have the same force and effect as, an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Town and the Buyer have executed this Agreement as of the date first above written.

TOWN OF FALMOUTH:

By its Select Board

_____

_____

_____

_____

_____

DEVELOPER
Falmouth Housing Trust, Inc.

By: Adelaide Drolette
Name: ADELAIDE DROLETTE,
PRESIDENT

Title:

E-6

EXHIBIT D

Project Milestones

[See Attached]

Project Timetable – 21 Pheasant Lane

COMMUNITY ENGAGEMENT		
Project Introduction	3/14/26	4/30/26
Community Engagement Session(s)	3/14/26	4/30/26
Review of Design with Town Staff and FAHF	3/14/26	4/30/26
ZONING AND PERMITTING		
Design Development Completion for Permitting	5/1/26	5/30/26
LIP Application for Project Eligibility Letter	6/1/26	6/1/26
LIP Project Eligibility Issued	10/1/26	10/1/26
Board of Health Application (Septic Approval)	9/1/26	9/30/26
40B Application to Zoning Board & Hearings	10/2/26	1/31/27
40B Approval from Zoning Board	2/1/27	2/28/27
40B Appeal Period	2/28/27	3/29/27
PROJECT FUNDING		
Request to Falmouth Affordable Housing Fund	3/31/26	5/31/26
Foundation Grant Proposals	3/31/26	10/31/26
Construction Loan Closing	3/1/27	3/31/27
CONSTRUCTION		
Building Permit, Curb Cut Permit, Water Permit	3/1/27	3/31/27
Site Work Begins	3/15/27	3/31/27
Building Permit Construction	4/1/27	12/31/27
Certificate of Use and Occupancy	12/31/27	1/15/28
LOTTERY AND MARKETING		
Marketing and Lottery	9/1/27	11/25/27
Purchase and Sale Agreement	12/10/27	12/10/27
Buyer's Lender Mortgage Process	12/11/27	1/15/28
Home Sale Completed & Buyer Move In	1/25/28	1/31/28

EXHIBIT E

Repurchase Agreement

REPURCHASE AGREEMENT

This REPURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the Town of Falmouth, acting by and through its Select Board, (the "Seller" or "Town"), a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth, MA 02540 and Falmouth Housing Trust, Inc. (the "Developer"), a Massachusetts limited liability company having a business address of 17 Academy Lane, Falmouth, Massachusetts.

Recitals

WHEREAS, pursuant to the terms of a deed of even date herewith to be recorded with the Barnstable County Registry of Deeds (the "Registry"), and a Land Disposition Agreement between the Town and the Developer dated _____, 2026 (the "LDA"), a notice of which LDA is recorded with the Registry in Book _____, Page _____, the Town has sold to the Developer, and the Developer has purchased from the Town, the property described on Schedule 1 attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Developer intends to develop and construct on the Property a project (the "Project") consisting of one (1) residential unit, which will be deed restricted as affordable at or below 80% of the area median income, in accordance with those certain plans approved by the Town of Falmouth Select Board and the Town of Falmouth Zoning Board of Appeals in accordance with the LDA;

WHEREAS, the parties desire to set forth their understanding regarding the Developer's commitment to promptly commence and diligently prosecute construction of the Project on the Property as contemplated by the LDA, and the Town's rights in connection therewith in the event the Developer fails to timely commence the Project, achieve any of the requisite construction milestones, or complete the Project, as contemplated by the LDA, subject to the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above, which are incorporated in and made a part of this Agreement, and in consideration of the mutual covenants and agreements herein contained, the Town and the Developer hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the LDA.

2. Developer's Obligations. The Developer shall: (i) Commence the Project by the Project Commencement Date; (ii) diligently, continuously and expeditiously prosecute the construction of the Project, subject to Force Majeure pursuant to the LDA, (iii) Complete the Project by the Project Completion Date, as any such dates may be extended by Force Majeure pursuant to the LDA and (iv) not use or permit the use of the Property other than for affordable housing purposes, as required by the Affordable Housing Restriction (collectively, the "Developer's Obligations").

3. Repurchase Right.

a. The failure of the Developer to comply with any of the Developer's Obligations shall constitute a "Default" hereunder. The Developer shall have sixty (60) days following receipt of written notice from the Town to cure such Default to the reasonable satisfaction of the Town, or if such

Default is curable through the use of diligent efforts but is not so curable within such 60-day period, then within such longer period as is reasonably necessary to cure the same (which in no event shall exceed one hundred twenty (120) days), provided the cure is commenced promptly after receipt of said notice and continuously and diligently prosecuted to completion, subject to Force Majeure (the "Cure Period").

b. If the Default remains uncured after the expiration of the Cure Period, then the Town shall have the option, but not the obligation, to repurchase the Property and the improvements thereon (the "Repurchase Right") by notifying the Developer in writing within thirty (30) days after the expiration of the Cure Period of the Town's election to repurchase the Property for the Repurchase Price, as hereinafter computed.

c. In the event that the Town exercises its Repurchase Right, the closing shall occur on such a date that is no earlier than sixty (60) days and no later than one year after the Town exercises its Repurchase Right (the "Closing Date").

d. On or prior to the Closing Date:

(i) the Developer shall convey to the Town (or its designee), by Quitclaim Deed, good, clear record, and marketable title to the Property and all improvements thereon, free and clear of all liens and encumbrances, except those referenced in the LDA, those approved in writing by the Town thirty (30) days prior to the Closing Date, and those in existence as of the date of the Developer's purchase of the Property;

(ii) the Town shall pay the Repurchase Price to the Developer, in cash or by certified check or bank check or by wire transfer of funds; and

(iii) recording fees and adjustments, if any, shall be paid in accordance with customary Massachusetts conveyancing standards.

e. On or prior to the Closing Date, the Developer shall assign to the Town (or its designee) all of its rights, title, and interest in all plans, reports, improvements, warranties, permits, approvals and the like relating to the Project, with all fees and expenses related to such work due and payable for the work completed and permits issued as of the Closing Date, to be paid by the Developer in full.

f. For purposes of this Agreement, the term "Repurchase Price" shall mean the sum of $1.00, representing the Purchase Price paid by the Developer to the Town pursuant to the LDA.

4. Resale. After the Closing Date, the Town shall use its commercially reasonable efforts to resell the Property and the improvements thereon as soon and in such manner as the Town shall find feasible (subject to the requirements of applicable Laws including, without limitation, M.G.L. c. 30B), to a qualified and responsible party or parties (as determined by the Town), who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Town and in accordance with the uses specified for such property or part thereof in the LDA. Upon such resale of the Property and the improvements thereon, the proceeds thereof shall be applied and credited as follows:

a. First, to reimburse the Town for all out-of-pocket costs and expenses incurred by the Town in connection with the repurchase, management, and resale of the Property and the improvements thereon (but less any income received by the Town from the Property and the improvements thereon in connection with such management) (including reasonable attorneys' fees); all taxes, assessments, and water

and sewer charges with respect to the Property and the improvements thereon or, in the event the Property and the improvements thereon are exempt from taxation or assessment or water and sewer charges during the period of ownership thereof by the Town, an amount equal to such taxes, assessment, or charges (as reasonably determined by the appropriate Town officials) as would have been payable if the Property and the improvements thereon were not so exempt); any payments made or necessary to be made to discharge any monetary encumbrances or liens due to obligations, defaults or acts of the Developer; any reasonable expenditures made or obligations incurred with respect to the completion of the improvements on the Property, and any amounts otherwise owing to the Town by the Developer under the LDA;

b. Second, in their respective order of priority, to pay any and all existing mortgage indebtedness and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property and the improvements thereon, in favor of mechanics, materialmen or subcontractors;

c. Third, if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Developer for and up to the amount of cash actually invested by it in the improvement of the Property less any profit theretofore realized by the Developer from the disposition of any interest in the Property and the improvements thereon or in any individual part or parcel thereof; and

d. Finally, any balance remaining after such reimbursements shall be retained by the Town as its property.

Notwithstanding the foregoing, the Town may, in its sole and absolute discretion, elect to retain ownership of the Property and in such an instance, the Town shall pay the Repurchase Price and reimburse the Developer for the unamortized value of the improvements on the Property less any existing mortgage indebtedness and encumbrances or liens existing on the Property.

5. Termination. Upon the issuance of a Certificate of Completion for the Project in accordance with the LDA, this Agreement and the rights granted here under shall automatically terminate without requirement of any further actions or agreements by either the Developer or the Town. Notwithstanding the foregoing, the Town hereby agrees to execute any appropriate and reasonable documentation, in recordable form, necessary to terminate this Agreement as a matter of record.

6. Miscellaneous.

a. Notices. Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (i) two (2) Business Days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) Business Day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or each other address as the respective parties may designate in writing:

If to the Developer: Falmouth Housing Trust, Inc.
PO Box 465
Falmouth, MA 02541
Attention: Laura Moynihan, Executive Director
Email: laura@falmouthhousingtrust.org

If to Seller: Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Attention: Town Manager
Email: mike.renshaw@falmouthma.gov

with a copy to: Falmouth Town Counsel
157 Locust St.
Falmouth, MA 02540
Email: towncounsel@falmouthma.gov

b. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

c. The captions heading the various sections of this Agreement are for convenience and identification purposes only, and they shall not be deemed to limit or define the contents of their respective sections.

d. Except as otherwise expressly provided in this Agreement, no delay or omission by either of the parties in exercising any right or power accruing upon the other party's non-compliance with or failure to perform any of the provisions of this Agreement shall impair or be construed to be a waiver of any such right or power.

e. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it, or in favor of the non-drafting party, is not applicable and is waived. The provisions of this Agreement shall not be construed strictly or in favor of or against any party hereto but rather shall be interpreted in a reasonable manner to effect the intent of the parties as set forth in this Agreement.

f. This Agreement shall be binding upon and inure to the benefit of the Town and the Developer and their respective permitted successors and assigns subject to the provisions of this Agreement and the LDA.

g. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

h. Amendments, modifications, supplements or changes to this Agreement shall be in writing, signed by both parties.

i. If any provision of this Agreement or application to any party or circumstances shall be determined by a final, unappealed ruling of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. In the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision that comports to the findings of the aforesaid court and most nearly accomplishes the original intent of the parties.

j. A notice of this Agreement shall be recorded in the Registry with the parties dividing the cost of such recordation equally between the parties.

k. Each party shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after receipt of written request of the other, certify by written instrument, duly executed and acknowledged, to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) whether this Agreement has been supplemented or amended, and, if so, the substance and manner of the supplement or amendment; (ii) whether any default exists under this Agreement, and, if so, a description of each default; (iii) whether any offsets, counterclaims, or defenses exist on the part of the responding party with respect to the obligations under this Agreement, and, if so, the nature and amount of such offsets, counterclaims, or defenses; and (iv) such other matters as may be reasonably requested. Any such certificate may be relied upon by the addressee, and said addressee may rely on same to the extent of estopping the party providing the certificate from asserting a claim or defense inconsistent with the facts therein to the extent relied upon by the addressee without knowledge of the facts to the contrary, and the contents of such certificate shall be binding on the party executing the same to such extent.

l. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

[Signature Page Follows]

Executed as of the date first written above.

SELLER:

Town of Falmouth

By: _____
Name:
Title:

DEVELOPER:
Falmouth Housing Trust, Inc.

By: _____
Name: ADELAIDE DROLETTE
Title: PRESIDENT

EXHIBIT F

Form of Notice of Agreement

RECORD AND RETURN TO:	

Notice of Land Disposition Agreement

Dated as of _____

Notice is hereby given of the following described Land Disposition Agreement for the Sale and Redevelopment of Land affecting certain land located within the Town of Falmouth, as follows:

Date of Land Disposition Agreement:	Land Disposition Agreement for the Sale and Redevelopment of Land dated _____ (as the same may be amended from time to time, the "LDA")
Seller:	Town of Falmouth, acting by and through its Select Board, a Massachusetts municipal corporation, having an address of 59 Town Hall Square, Falmouth, MA 02540
Buyer:	Falmouth Housing Trust, Inc., a Massachusetts limited liability company having a business address of 17 Academy Lane, Falmouth, MA 02540
Land Burdened by LDA:	Land in the Town of Falmouth, Barnstable County, Massachusetts described in Exhibit A attached hereto (the "Premises")

Notice is hereby given that the LDA contains additional terms, covenants, conditions and provisions that survive delivery of the deed conveying the Premises from Seller to Buyer of even date herewith, not set forth in or referred to in this Notice of Land Disposition Agreement.

This Notice of Land Disposition Agreement is executed pursuant to the provisions contained in the LDA, and is not intended to vary the terms, conditions or other provisions of the LDA. In the event of a conflict between the terms and conditions of this Notice of Land Disposition Agreement and the terms and conditions of the LDA, the terms and conditions of the LDA will prevail.

Property Address: 21 Pheasant Lane, Falmouth, Massachusetts

EXECUTED under seal as of the date first set forth above.

SELLER:

TOWN OF FALMOUTH,

By: _____
Name:
Title: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Town Manager of the Town of Falmouth.

_____
Notary Public
My Commission Expires:

BUYER:

Falmouth Housing Trust, Inc.,
a Massachusetts nonprofit corporation

By: Adelaide Drolette
Name: ADELAIDE DROLETTE
Title: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

On this 2ND day of APRIL, 2026, before me, the undersigned Notary Public, personally appeared ADELAIDE DROLETTE, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as PRESIDENT of DEVELOPER.

Laura M. Moynihan
Notary Public
My Commission Expires: 9/8/2028

LAURA M. MOYNIHAN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES SEPTEMBER 8, 2028

F-2

EXHIBIT G

Form of Certificate of Completion

RECORD AND RETURN TO:	

Certificate of Completion

Reference is made to that certain Land Disposition Agreement for the Sale and Redevelopment of Land by and between the Town of Falmouth, acting by and through its Select Board, a Massachusetts municipal corporation (the "Town"), and DEVELOPER, a Massachusetts limited liability company (the "Buyer"), dated as of _____ (as the same may be amended from time to time, the "Land Disposition Agreement"), concerning land in the Town of Falmouth, Barnstable County, Massachusetts described in Exhibit A attached hereto (the "Premises"), a notice of which Land Disposition Agreement is recorded with the Barnstable County Registry of Deeds in Book _____, Page _____.

The Town hereby acknowledges that the Buyer's Project is Complete (as such terms are defined in the Land Disposition Agreement) in accordance with the requirements of the Land Disposition Agreement, and pursuant to the provisions of Section 6.1(b) of the Land Disposition Agreement, the Town hereby executes and delivers this Certificate of Completion which shall be conclusive evidence of the satisfaction and termination of the agreements and covenants contained in the Land Disposition Agreement with respect to the Buyer's obligations concerning the Premises, except for those matters that are continuing and are contained as covenants in instruments of record.

[*Signature follows*]

Property Address: 21 Pheasant Lane, Falmouth, Massachusetts

Executed to take effect as a sealed instrument this _____ day of _____, 202___.

TOWN OF FALMOUTH,

By: _____
Name:
Title: Town Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Town Manager of the Town of Falmouth.

_____
Notary Public
My Commission Expires:

EXHIBIT H

Affordable Housing Restriction
Deed Rider

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

For Projects in Which
Affordability Restrictions Survive Foreclosure

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from **Falmouth Housing Trust, Inc.** ("Grantor") to _____("Owner") dated _____, 202___. The Property is located at **21 Pheasant Lane** in the Town of Falmouth (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) √ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated September 14, 2022 and recorded with the Barnstable Registry of Deeds (the "Registry") in Book 35542, Page 334 (the "Comprehensive Permit");

(ii) subject to a Regulatory Agreement among Falmouth Housing Trust, Inc. (the "Developer"), [ ] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), and [X] the Municipality; dated December 6, 2022 and recorded with the Registry in Book 35555, Page 101 (the "Regulatory Agreement");

(iii) √ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low- or moderate-income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, EOHLC and the Town of Falmouth (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor

compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent serve the public's interest in the creation and retention of affordable housing for persons and households of low- and moderate-income and in the restricting of the resale price of property in order to assure its affordability by future low- and moderate-income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if EOHLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLC.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Barnstable MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the Barnstable MSA/HMFA is $115,600.

Chief Executive Officer shall mean the mayor in a city or the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than **eighty percent (80%)** of Area Median Income (or, if checked [ ] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EOHLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as

required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and EOHLC.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of **2.30** is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring

Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by EOHLC, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the

election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing

Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial

determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association ("Fannie Mae") when it is assignee of the Mortgagee's rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, EOHLC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the

Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of EOHLC.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLC and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

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

Grantor: Falmouth Housing Trust, Inc.
PO Box 465
17 Academy Lane, Suite 1
Falmouth, MA 02541

Owner: *
21 Pheasant Lane
E. Falmouth, MA 02536

Monitoring Agent(s): (1) Director, Local Initiative Program
EOHLC
100 Cambridge Street
Boston, MA 02114

(2) Board of Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the

Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, EOHLC, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [√] shall [ ] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20___.

Grantor: Falmouth Housing Trust, Inc.

By:_____
, President

Owner:

By:_____

Grantor: Falmouth Housing Trust, Inc.

By: _____
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this _____ day of _____, 202___ before me, the undersigned notary public, personally appeared _____, President of Falmouth Housing Trust, Inc., proved to me through satisfactory evidence of identification, which was [*check one*]: [ ] a current driver's license, [ ] a current U.S. passport, [X] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and as the voluntary act of Falmouth Housing Trust, Inc.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this _____ day of _____, 202___ before me, the undersigned notary public, personally appeared _____, Treasurer of Falmouth Housing Trust, Inc., proved to me through satisfactory evidence of identification, which was [*check one*]: [ ] a current driver's license, [ ] a current U.S. passport, [X] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and as the voluntary act of Falmouth Housing Trust, Inc.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [ ] a current driver's license, [ ] a current U.S. passport, [ ] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My commission expires:

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a request from the Master Gardener Association of Cape Cod for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for plant sale at Cape Cod Fairgrounds on 5/16/26

Purpose:
To consider approval of a request from the Master Gardener Association of Cape Cod for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for plant sale at Cape Cod Fairgrounds on 5/16/26

Background/Summary:

- This is an annual request for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five (5) off-premises promotional signs for the Master Gardener Plant Sale at Cape Cod Fairgrounds on Saturday, May 16, 2026.
- The signs will be placed at the following ocations:

1. Intersection of Palmer Ave. & Jones Rd. (by Cape Cod Bagel)
2. Intersection of Sandwich Rd. & Route 28
3. Intersection of Jones Rd. & Route 28 (on the Stop & Shop side)
4. Intersection of Route 28 & Davisville Rd. (CVS side)
5. Intersection of Sandwich Rd. & Nathan Ellis Hwy. (Route 151)

- The length of time the signs will be displayed is from Sunday, May 10 to Sunday, May 17, 2026.
- The “Today” sign will be displayed on May 16.
- The signs will be removed by the end of the day on May 17.
- The signs measure: 18” x 24” = 3 sq. ft.
- The “Today” sign measures: 6” x 12” = .5 sq. ft.

Recommended Actions:

Department Recommendation:

To approve the request for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for the Master Gardener Association of Cape Cod Plant Sale at Cape Cod Fairgrounds on Saturday, May 16, 2026.

Options:

- Motion to approve the request for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for Master Gardener Association of Cape Cod Plant Sale at Cape Cod Fairgrounds on Saturday, May 16, 2026.
- Motion to approve the request with Board specified conditions.
- Motion to deny the request for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for Master Gardener Association of Cape Cod Plant Sale at Cape Cod Fairgrounds on Saturday, May 16, 2026.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the request for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for the Master Gardener Association of Cape Cod Plant Sale at Cape Cod Fairgrounds on Saturday, May 16, 2026 as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable): N/A.

N/A

Attachments:

1. Sign 2026-04-13 Master Gardener
2. Signed Master Gard Var Ltr
3. Sign 2025 MG plant sale 18x24 sign

Master Gardener Association of Cape Cod Signs:

Request for a variance to Sign Code §184-20: Variances A through C and §184-32 A through C: Off-Premises Signs, for the placement of five off-premises promotional signs for Master Gardener Association of Cape Cod Plant Sale at Cape Cod Fairgrounds on Saturday, May 16, 2026.

Locations:

1. Intersection of Palmer Ave. & Jones Rd. (by Cape Cod Bagel)
2. Intersection of Sandwich Rd. & Route 28
3. Intersection of Jones Rd. & Route 28 (on the Stop & Shop side)
4. Intersection of Route 28 & Davisville Rd. (CVS side)
5. Intersection of Sandwich Rd. & Nathan Ellis Hwy. (Route 151)

Length of time: Sunday, May 10 – Sunday, May 17, 2026. The "Today" sign will be added on May 16. Signs removed by the end of the day on May 17.

Quantity: 5

Size: 18" x 24" = 3 sq. ft. "Today" add-on: 6" x 12" = .5 sq. ft.

Town of Falmouth

INSPECTIONAL SERVICES

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

GARY STREET, C.B.O.
BUILDING COMMISSIONER

March 13, 2026

Master Gardener Association of Cape Cod
1358 Route 28
South Yarmouth, MA 02664

RE: Sign Variance Request for Temporary Special Event Signs – Off-premise

Thank you for your application for 5 Temporary - 3 square foot Signs to be displayed in five different locations within Falmouth, MA. You are requesting the time-frame of May 10, 2026 through May 17, 2026. The application requires approval by the Select Board pursuant to Sections 184-20 Variances; and 184-32 A. through C. – Off-premise signs as follows:

§184-20. Variances A through C. – Signs proposed exceed the maximum 2 square foot size allowed under Section 184-32 A. and B. 'Off-premise signs'.

§184-32 A. through C. - Off-premise signs. – Approval from Select Board required for display of said signs along public ways in Falmouth, MA.

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

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

Respectfully,

Gary Street, CBO
Building/Zoning Commissioner

cc: Diane Davidson, Office Manager/Licensing
Zoning Assistant

Master Gardeners
Association of Cape Cod

PLANT SALE

SATURDAY

9am - 12pm

CAPE COD FAIRGROUNDS

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot Avenue and North Main Street to advertise a theatrical production of "James and the Giant Peach".

Purpose:
The Select Board will consider the request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot Avenue and North Main Street to advertise a theatrical production of "James and the Giant Peach".

Background/Summary:

- A complete application was received on March 31, 2026.
- The variance is requested for the placement of a sandwich board on three consecutive weekends: April 24th - 26th; May 1st - 3rd; and May 8th - 10th.
- The sign will be placed on the sidewalk immediately adjacent to the telephone pole at the intersection of Depot Avenue and North Main Street.
- The sign will be put in place on Fridays and removed on Sundays of each week.

Recommended Actions:
Department Recommendation:
The Town Manager's Office recommends approval of the request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot Avenue and North Main Street on April 24th - 26th; May 1st - 3rd; and May 8th - 10th to advertise a theatrical production.

Options:

- Motion to approve the request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot

Avenue and North Main Street on April 24th - 26th; May 1st - 3rd; and May 8th - 10th to advertise a theatrical production of "James and the Giant Peach".

- Motion to deny the request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot Avenue and North Main Street to advertise a theatrical production.
- Some Select Board specified alternative.

Town Manager's Comments:
The Town Manager's Office recommends approval of the request from Falmouth Theatre Guild for a variance to Sign Codes §184-32 and §184-30 for the placement of a sandwich board at the corner of Depot Avenue and North Main Street on April 24th - 26th; May 1st - 3rd; and May 8th - 10th to advertise a theatrical production.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:
1. FALMOUTH THEATRE GUILD-Sign Permit 04.13.26

Falmouth Theatre Guild, Inc
PO Box 383
Falmouth, MA 02541

Falmouth Select Board
Re: Signage Variance Request
Application # 278301

Esteemed Board Members,

My name is Todd Sadler and I represent the Falmouth Theatre Guild. We are requesting your approval for a variance for a sign permit. The original permit application is #278301, and the response from the Building Dept is attached, as required. It was signed off on by Historic on 3/27/2026.

The sign is a single 27" x 47" sandwich board style sign, of which photos are attached to the permit application, for the purpose of informing the public of the upcoming production of "James and the Giant Peach" at Highfield Theatre.

The production dates for the show are April 24th-26th, May 1st-3rd, and May 8th-10th. The sign would be placed on Friday and removed on Sunday of each week.

We are requesting to place the sign at the intersection of Depot Ave and North Main Street on the island, immediately adjacent to the telephone pole. There is a photo of the area attached to the permit application for reference.

Please note we are not advertising food or food items, only informing the public of the performance.

We appreciate your consideration of this request.

Todd Sadler,
For Falmouth Theatre Guild

Town of Falmouth
INSPECTIONAL SERVICES

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

GARY STREET, C.B.O.
BUILDING COMMISSIONER

March 30, 2026

Todd Sadler
Falmouth Theater Guild
58 Highfield Drive
Falmouth, MA 02540
On Behalf of Falmouth Farmer's Market

RE: Sign Variance Request/Permit Application – The Theater Guild

Town of Falmouth, MA Code - §184-20 'Variances.'

Mr. Sadler:

Thank you for the submission for sign on behalf of the Falmouth Theater Guild. The application by the Theater Guild will be to notify public of upcoming events. The Guild is proposing a Sandwich Board to be located at the corner of Depot Avenue and Palmer Avenue on sidewalk area at the telephone pole (at corner of 10 North Main St.) for three (3) weekends during April and May of 2026. The Sandwich Board requires a Variance as it is for use to advertise foods or menus; and the sign will be on off-premise sign; and will be located off-premise.

1. §184-32 Off-premise Signs – C.: *Off-premises directory boards and/or information and directional signs, for the purpose of locating businesses, may contain identification signs not larger than two (2) square feet for each business and may be permitted along public ways if a license is granted by the Board of Selectmen after complying with Section 184-12.*

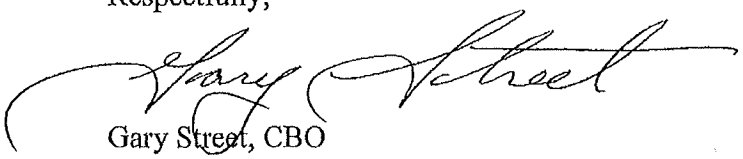
2. *§184-30 D. Sandwich Board Signs. (1) (a): The sign shall advertise perishable goods for sale only, such as food goods or a menu.*

3. §184-20 Variances: *The Select Board may permit variances from this chapter.*

Based on the above Code requirements, please file a complete application with the Select Board.

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

Respectfully,



Gary Street, CBO
Building/Zoning Commissioner

cc: Diane Davidson, Office Manager/Licensing
Zoning Assistant


Please set heat to 55°
when leaving Box office
Thank You!
FALMOUTH THEATRE GUILD
FALMOUTH, MA
Encore Performance!
RENT
Book, Music, and Lyrics by
Jonathan Larson
Directed by Joan McKenzie-Baird
Musical Arrangements
Steve Skinner
Original Concept/
Additional Lyrics
Billy Aronson
Music Supervision and
Additional Arrangements
Tim Weil
Dramaturg
Lynn Thomson
RENT was originally produced in New York
by New York Theatre Workshop and on Broadway
by Jeffrey Seller, Kevin McCollum, Allan S. Gordon
and New York Theatre Workshop
December 12-21
Fridays 7:30pm; Saturdays 2:00pm & 7:30pm;
Sundays 2:00pm
at the HISTORIC HIGHFIELD THEATER: 58 Highfield Drive, Falmouth, MA 02541
Order your tickets online at www.FalmouthTheatreGuild.org
Tickets: $30 adults | $28 seniors (62+) | $25 under 18
SCAN ME

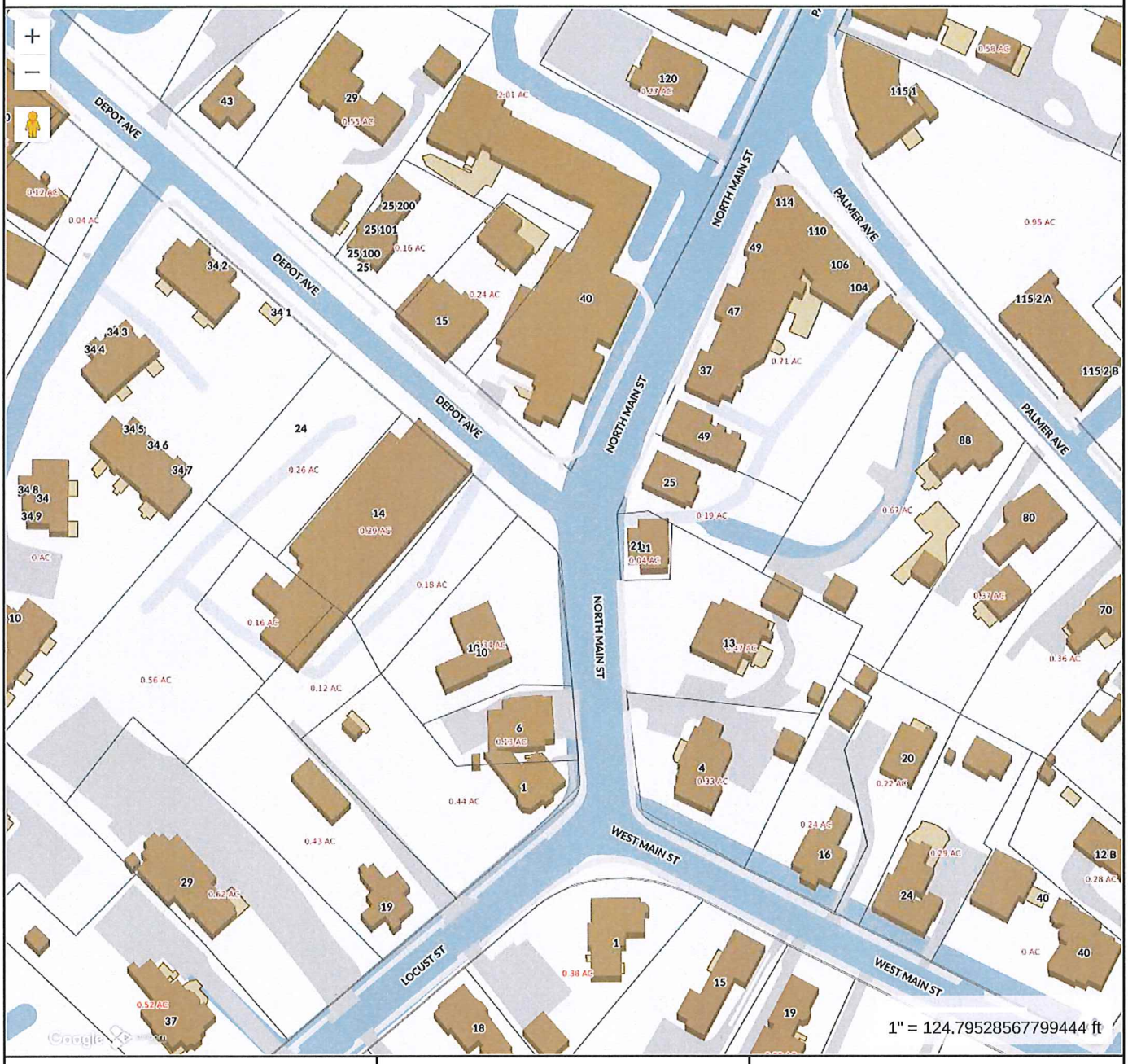


Image capture: Sep 2023 © 2026 Google


Depot Ave



Corner of Depot and North Main



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 01/31/2025
Data updated 03/24/2026

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

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a request from Woods Hole Oceanographic Institution for a variance to Sign Code §184-37D-Wall and Roof Signs and Sign Code §184-20 A- C-Variance, for a temporary promotional building wall sign in excess of 8 sq. ft. on the Smith Laboratory high bay wall

Purpose:
To consider a request from Woods Hole Oceanographic Institution (WHOI) for a variance to Sign Code §184-37D-Wall and Roof Signs and Sign Code §184-20 A- C-Variance for a temporary promotional building wall sign in excess of 8 sq. ft. on the Smith Laboratory high bay wall.

Background/Summary:

- Woods Hole Oceanographic Institution (WHOI) submitted an application for placement of a temporary promotional sign on PermitEyes.
- The size of the sign exceeds the allowance of 8 sq. ft.; therefore, a sign variance request is necessary for approval.
- The proposed banner is 30 feet wide by 20 feet tall and equals 600 square feet in total.
- The side of the building wall measures 36 feet wide by 50 feet tall.
- WHOI is requesting to display the banner from May 1, 2026 to October 31, 2026.
- The applicant states in the request that the proposed banner is meant to generate awareness and attract visitors to Falmouth's collective hub for marine science, technology, eduction, and communication.

Recommended Actions:

Department Recommendation:
Recommend to approve the request from Woods Hole Oceanographic Institution (WHOI) for a variance to Sign Code §184-37D-Wall and Roof Signs and Sign Code §184-20 A- C-Variance for a temporary promotional building wall sign in excess of 8 sq. ft. on the Smith Laboratory high bay wall from May 1, 2026 until October 31, 2026.

Options:

- Motion to approve the request from Woods Hole Oceanographic Institution (WHOI) for a variance to Sign Code §184-37D-Wall and Roof Signs and Sign Code §184-20 A- C-Variance for a temporary promotional building wall sign in excess of 8 sq. ft. on the Smith Laboratory high bay wall from May 1, 2026 until October 31, 2026.
- To deny the request.
- Other Select Board-specified alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the request from Woods Hole Oceanographic Institution (WHOI) for a variance to Sign Code §184-37D-Wall and Roof Signs and Sign Code §184-20 A- C-Variance for a temporary promotional building wall sign in excess of 8 sq. ft. on the Smith Laboratory high bay wall from May 1, 2026 until October 31, 2026.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. Signed Var Ltr for WHOI Wall sign
2. Sign Application - FULL Version - WHOI - March 2026 -FINAL

Town of Falmouth
INSPECTIONAL SERVICES

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

GARY STREET, C.B.O.
BUILDING COMMISSIONER

March 20, 2026

Woods Hole Oceanographic Inst.
Attn: Danielle Fino
266 Woods Hole Road
Falmouth, MA 02543

RE: Sign Variance Request/Permit Application(s) – 266 Woods Hole Rd
Sign Code 184-37 – Wall and Roof Signs

Ms. Fino:

Thank you for the submission of your proposed sign that will be placed on the exterior wall of the Woods Hole Oceanographic building located at 266 Woods Hole Road. The proposed sign is 600 square feet in size which exceeds the requirements of Section 184-37 D. of the Sign Code and therefore requires a variance from the Select Board pursuant to Section 184-20 of same Code.

1. 184-37 D. - Wall and Roof Signs
2. 184-20 A. – C. Variance from Select Board

Based on the above Sign Code sections, please file complete application with the Select Board.

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

Respectfully,

Gary Street

Gary Street, CBO
Building/Zoning Commissioner

cc: Diane Davidson, Office Manager/Licensing
Zoning Assistant

WOODS HOLE OCEANOGRAPHIC INSTITUTION

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

March 12, 2026

Dear Falmouth Select Board,

The Select Board's approval of our sign variance request last year was a tremendous success. With your permission, we would like use this banner again and have it hung between the dates of May 1, 2026, and October 31, 2026, weather permitting.

The public attention and awareness were very positive and proved critically important to WHOI's mission and that of our research neighbors throughout Woods Hole. As intended, it caught the attention of the passengers on the Steamship Authority, the folks visiting Woods Hole and the nearby restaurants, and brought more people to our outreach centers on Water Street.

Below, please find the justification used from last year's application. Please let us know if you have any questions, comments, or concerns.

Justification:
Now, perhaps more than ever before, the science of Woods Hole needs to attract the attention and support of the general public. With approximately 2 million people travelling to and through Woods Hole to Martha's Vineyard, we have a unique opportunity to welcome folks - residents, guests, and visitors alike – who otherwise do not know about the research of Woods Hole onto our campuses to learn more.

This proposed promotional banner, although designed and purchased by the Woods Hole Oceanographic Institution, is meant to generate awareness and attract visitors to Falmouth's collective hub for marine science, technology, education, and communication. The research in Woods Hole fuels economic growth, strengthens national security, and improves lives. Given the federal cuts, both actual and proposed, we need more support.

Public attention and awareness are crucial for our research for several key reasons included, but not limited to, funding and grants, policy and advocacy, education and outreach, scientific collaboration, technological and economic impact, and crisis response. The research of Woods Hole relies on a mix of government grants, private donations, and corporate sponsorship. Public interest can drive more philanthropic giving and increase government and institutional funding opportunities. Our goal is to create more public interest, albeit temporarily, during the peak travel period by attracting attention from those who are already coming to the area.

Size/Scale:
The proposed banner is 30 feet wide by 20 feet tall and equals 600 square feet in total. While large, it fits to scale on the proposed building face that measures approximately 36 feet wide by approximately 50 feet tall. Attached please find the scaled rendering that includes the dimensions, colors, and banner design.

Community Support:
We have consulted local leaders from within the abutting residential community to make sure there is no opposition to this project. The feedback received requested a temporary banner on the wall rather than a roof sign and/or a painted mural. We have abided by this request and have therefore proposed the attached banner design package for your consideration.

We welcome your questions and comments, and hope that you look favorably on this request and application. It is unfortunate that we are in the federal funding situation that we are in currently. We are trying everything possible to keep the public's attention on and interest in our fundamental, extremely important research.

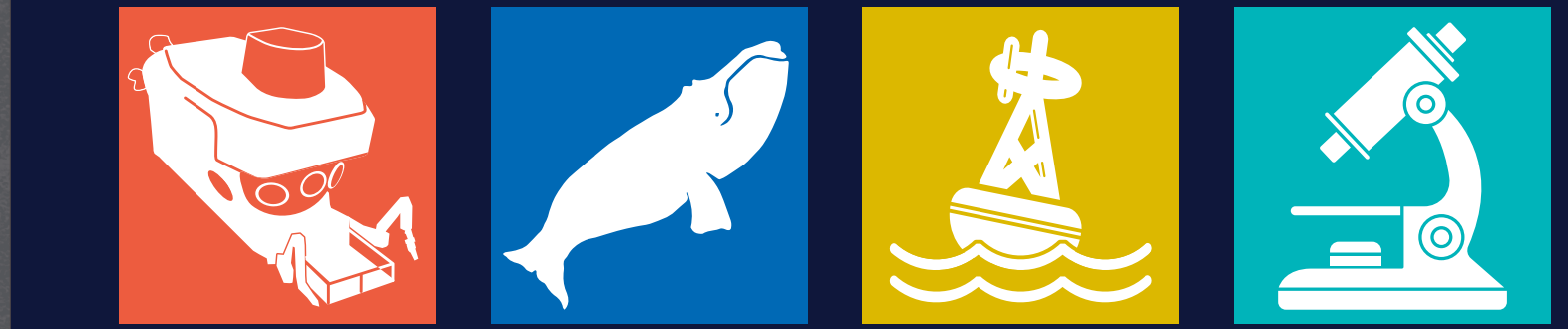
Thank you for your consideration and continued support.

Sincerely,

Danielle Fino
Chief Communications Officer, WHOI

Smith Highbay Banner

WHOI CREATIVE



THIS VILLAGE RUNS ON SCIENCE

WHOI



From the Woods Hole Ferry Terminal



From The Landfall



From Water Street by Redfield Laboratory


THIS VILLAGE
RUNS ON SCIENCE
WHOI




THIS VILLAGE
RUNS ON SCIENCE


NO
PARKING
ANY
TIME

CRE05115

Smith Highbay Banner

WHOI CREATIVE

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a request from Spohr Gardens Trust for a variance to Sign Code §184-20: Variances and §184-32: Off-Premises Signs for the placement of 10 off-premises sandwich-board signs advertising Daffodil Daze at Spohr Gardens, Fells Road, from April 12 to 26, 2026

Purpose:
The Select Board will consider approval of a request from Spohr Gardens Trust for a variance to Sign Code §184-20: Variances and §184-32: Off-Premises Signs for the placement of 10 off-premises sandwich-board signs advertising Daffodil Daze at Spohr Gardens, Fells Road, from April 12 to 26, 2026.

Background/Summary:

- On April 3, 2026 applicant William Kerfoot, on behalf of Spohr Gardens Trust, submitted a Sign Permit Application (see attached).
- The request is for a variance to Sign Code 184-30; Movable, portable, or mobile signs D (1) (a), for the placement of ten (10) sandwich board-style signs to advertise the 2026 Daffodil Daze event at Spohr Gardens, from Sunday, April 12 through Sunday, April 26, 2026.
- The signs measure 2 feet x 3 feet and are within the allowable size parameters under the Code.
- If approved, the signs would be placed at the following locations:
    - TD Bank, Rte 28 and Jones Road
    - Corner of Scranton Avenue and Rte 28
    - Opposite Coffee Obsession, Queens Buyway
    - Smitty's Ice Cream, East Falmouth
    - John Barrett Real Estate, East Falmouth
    - Deer Run Veterinary Clinic
    - Suzanne Glynn's Office
    - Corner of Rte 151 and Sandwich Road
    - Rte 151 by the Rte 28 overpass

- Smitty's Ice Cream, Rte 28A, North Falmouth

Recommended Actions:

Department Recommendation:
The department recommends that the Select Board approve the requested variance to Sign Code §184-30: Moveable, portable, or mobile signs for the placement of 10 sandwich board style signs to advertise the 2026 Daffodil Daze event at Spohr Gardens from Sunday, April 12 to Sunday, April 26, 2026.

Options:

- Motion to approve the request from Spohr Gardens Trust for a variance to Sign Code §184-30: Moveable, portable, or mobile signs for the placement of 10 sandwich board style signs to advertise the 2026 Daffodil Daze event at Spohr Gardens from Sunday, April 12 to Sunday, April 26, 2026.
- Motion to deny the request from Spohr Gardens Trust for a variance to Sign Code §184-30: Moveable, portable, or mobile signs for the placement of 10 sandwich board style signs to advertise the 2026 Daffodil Daze event at Spohr Gardens from Sunday, April 12 to Sunday, April 26, 2026.
- Other Board-defined alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the requested variance to Sign Code §184-30: Moveable, portable, or mobile signs for the placement of 10 sandwich board style signs to advertise the 2026 Daffodil Daze event at Spohr Gardens from Sunday, April 12 to Sunday, April 26, 2026.

Budget:

Applicable? (yes or no):
No.

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:

1. Sign Summary 2026-04-13 Daffodil Daze
2. Sign Variance Request-2026-Spohr Gardens Daffodil Daze

Daffodil Daze – Spohr Gardens – Sunday, April 12 – Sunday, April 26, 2026:

Request for variance to Sign Code 184-30: Moveable, portable, or mobile signs D (1) (a), for off-premises promotional signage at the following locations:

1. TD Bank, Route 28 and Jones Road
2. Corner of Scranton Avenue and Route 28
3. Opposite Coffee Obsession, Queens Byway
4. Smitty's Ice Cream, East Falmouth
5. John Barrett Real Estate, East Falmouth
6. Deer Run Veterinary Clinic
7. Suzanne Glynn's office
8. Corner Route 151 and Sandwich Road
9. Route 151 by the Route 28 overpass
10. Smitty's Ice Cream, Route 28A, No. Falmouth

Length of Time: Sunday, April 12 through Sunday, April 26, 2026 (15 days)

Dimensions: 2' x 3' = 6 sq. ft.

Posting of Signs across Town for Spohr Gardens

Daffodil Daze

RECEIVED
APR - 3 2026
SELECT BOARD OFFICE

We have 10 sandwich board signs which will be posted across town on private property to invite

People to visit Spohr Gardens Daffodil Daze with runs from April 12 to 26

SIGN POSTING APRIL 10-26

Bill Kerfoot

Spohr Gardens BOD

Town of Falmouth Sign Permit Application (rev. 12/20)

(508) 495-7470 Fax (508) 548-4290

For office use only:

BD Permit#: _____ e*: _____ HDC App. #: _____ DRC App. #: _____

per $1000/ Min. $100 (per sign)

DATE: MARCH 28, 2025

STREET ADDRESS FOR PROPOSED SIGN(S): SEE ATTACHED LOCATIONS

BUSINESS NAME: WB KERFOOT FOR SPOHR GARDENS TRUST

BUSINESS OWNER: _____ ADDRESS/PHONE: _____

PROPERTY OWNER: _____ ADDRESS/PHONE: _____

CONTRACTOR / SIGN COMPANY: _____

APPLICANT E-MAIL: wbkerfoot@kerfoottech.com EVENT: DAFFODIL DAZE

Please Provide Two Copies of the Following:

***Finished sign design.**	☑
***Storefront elevations and plan to show sign location.**	☐
***Documentation (including dimensions) of all existing signs on site.**	☐
***Pictures of the building and all signs on property.**	☐
***Structural Design for Freestanding Signs** SANDWICH 2x3'	☑
***Attachment Details for Wall Mounted Signs**	☐

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 (§184-13).

Type of Sign	**Check**
FREESTANDING SIGN(s) § 184-25; Projecting sign(s) § 184-35	☐
WALL SIGN(s) § 184-37; Awning(s) § 184-22	☐
ROOF SIGN(s) § 184-37	☐
PROMOTIONAL/SPECIAL EVENT SIGN(s) § 184-30 SANDWICH SIGNS	☑
OFF-PREMISES SIGN(s) § 184-32; VARIANCE § 184-20	☐

The Select Board must approve all off-premise signs.
Proposed location: ATTACHED Size: 2x3ft
Please Attach Approval Letter

Wm B. Kerfoot MARCH 28, 2025

Signature of Applicant Date Signature of Owner Date

TRUSTEE, SPOHR GARDENS

Historic District Commission Date

With the following conditions: _____

Sign Review Committee Date

With the following conditions: _____

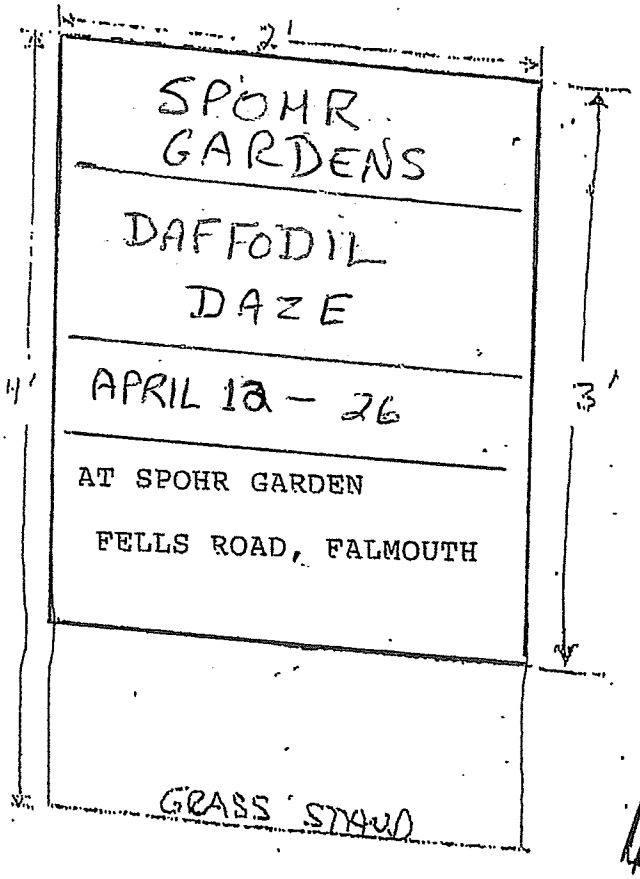
Building Commissioner/Inspector Date

With the following conditions: _____

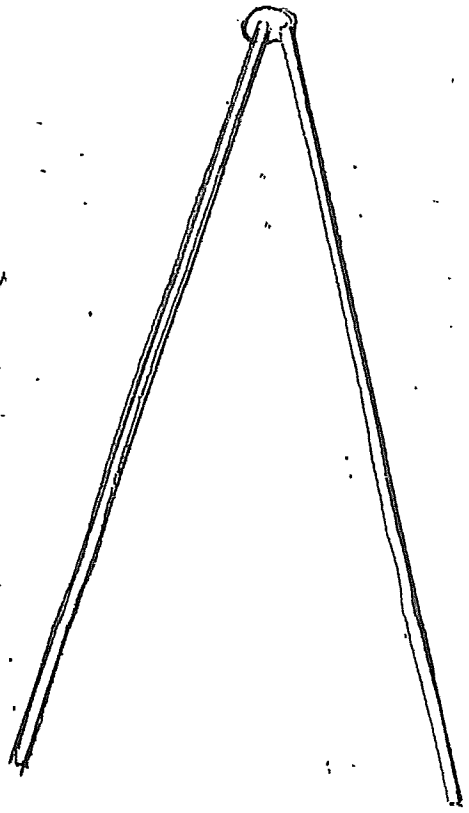
Sign Placement Locations for DAFFODIL DAZE, APRIL 18 - 26, 2025

1. TD Bank, Route 28 and Jones Road
2. Corner of Scranton Avenue and Route 28
3. Opposite Coffee Obsession, Queens Byway
4. Smitty's Ice Cream, East Falmouth
5. John Barrett Real Estate, East Falmouth
6. Deer Run Veterinary Clinic
7. Suzanne Glynn's office
8. Corner Route 171 and Sandwich Road
9. Route 151 by the Route 28 overpass
10. Smitty's Ice Cream, Route 28A, No. Falmouth

SANDWICH SIGNS



FRONT & BACK VIEW



SIDE VIEW


Spohr Gardens
Daffodil
Daze
April 13 – 26
Fells Road off
Oyster Pond Road
FALMOUTH

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a request from Buzzards Bay Coalition for a variance to Sign Code §184-32 Off-Premises Signs for the Buzzards Bay Watershed Ride event signs in Woods Hole on Sunday, 10/4/26

Purpose:
The Select Board will consider a request from Buzzards Bay Coalition for a variance to Sign Code §184-32: Off-Premises Signs for the placement of the Buzzards Bay Watershed Ride event signs in Woods Hole on Sunday, 10/4/26.

Background/Summary:

- The Buzzards Bay Coalition submitted its request for a variance to Sign Code §184-32: Off-Premises Signs to include the placement of multiple signs (see attached locations, dimensions, and illustrations) at 7 separate locations within town.
- All signs are to be removed within 24 hours of the completion of the event.

Recommended Actions:

Department Recommendation:
The department's recommendation is that the Select Board approves the request from Buzzards Bay Coalition for a variance to Sign Code §184-32: Off-Premises Signs for the Buzzards Bay Watershed Ride event on Sunday, October 4, 2026 as presented.

Options:

- Motion to approve the request from Buzzards Bay Coalition for a variance to Sign Code §184-32: Off-Premises Signs for the Buzzards Bay Watershed Ride event on Sunday, October 4, 2026 as presented.
- Motion to deny the request from Buzzards Bay Coalition for a variance to Sign Code §184-32: Off-Premises Signs for the Buzzards Bay Watershed Ride event on Sunday, October 4, 2026.

Town Manager's Comments:
The Town Manager recommends that the Select Board approves the request from Buzzards Bay Coalition for a variance to Sign Code §184-32: Off-Premises Signs for the Buzzards Bay Watershed Ride event on Sunday, October 4, 2026 as presented.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. Sign Summary - Buzzards Bay Watershed Ride
2. Buzzards Bay Watershed Ride - Sign Variance

Buzzards Bay Watershed Ride:

Request for approval of variance to sign code §184-32 off-premises promotional signs for the Buzzards Bay Watershed Ride on the Shining Sea Bike Path to MBL in Woods Hole on Sunday, October 4, 2026.

Location	Quantity	Type	Size	Length of Time
1. Corner of MBL St. & North St.	1	Finish line banner	2’ x 11.8’	Day of event
2. Swope Center Property	3	Sandwich boards		Day of event
3. Swope Building	1 – 3	Banners	3’ x 6’	Day of event
4. 49 School St. & WHOI Lot Corner Water St. & MBL St. Corner Water St. & Albatross St. MBL Loeb Lot, North St. MBL Broderick Lot, North St.	5	Parking location signs	24” x 36”	Day of event
5. Allowed under sign code	6	Route marking signs	10” x 14”	Friday before event, 10/2
6. Bike path & County Rd. Bike path & Old Dock Rd. Hutker Architects, 533 Palmer Ave. Corner Cycle, 115 Palmer Ave. Water St. & MBL St.	5	Yard signs	18” x 24”	6 – 8 weeks before event
7. Bike path & County Rd. Bike path & Old Dock Rd.	2	Yard signs	10” x 14”	Week before event

All signs will be removed within 24 hours of the completion of the event.

Buzzards Bay Coalition Watershed Ride

Sunday, October 4, 2026

Schedule of Signs – Falmouth, MA

1) Finish Line "Save Buzzards Bay" inflatable arch at corner of MBL & North Street

- Set up day of event at 12pm, break down same day at 5pm
- Police detail at top of MBL Street (one way) alerting cars & pedestrians about arch
- Road cones and volunteers in yellow t-shirts stationed to caution cars & pedestrians
- Cyclists crossing under finish line arch between 1-5pm
- Permission to post arch from adjacent property owner, MBL, who is hosting the event



2) **10' x 10' pop up tent**, various tables, 2 easels for Info Board and Sponsor Thank You Poster. Set up on Sunday, day of event at 10am, removed by 6pm same day. On Swope property.

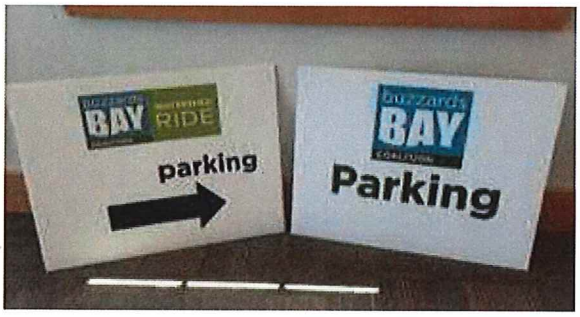
3) **Five to six sponsor banners** to be hung on the back of hill by the fence. Set up on Sunday, day of event at 10am, removed by 6pm same day. On Swope property.

4) **24" x 36" coroplast yard signs** on wire "H" stands indicating parking at these locations. Set up on Sunday, day of event at 10am, removed by 6pm same day:

- **4a - "Volunteer Parking" yard sign** on grass at Corner of 49 School St. & WHOI School St. Parking Lot
  - Sign placed Sunday, day of event at 10am, removed by 6pm
  - Permission granted to use lot & post sign by WHOI
- **4b – Parking signs at each other lot**
- **4c - "Watershed RIDE" yard sign** with right arrow on grass at corner of Water St & MBL St.
  - Sign placed Sunday, day of event at 10am, removed by 6pm
  - Permission granted to post sign by MBL
  - Police detail also stationed here 1-5pm
- **4d – "Watershed RIDE Parking" yard sign** with right arrow on grass at corner of Water St & Albatross St.

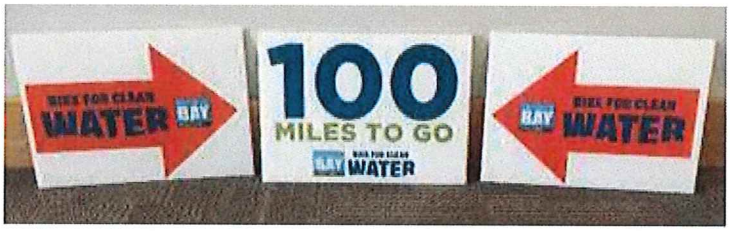
- Sign placed Sunday, day of event at 10am, removed by 6pm
- Permission granted to post sign by MBL

- **4e - "Shuttle Service" yard sign** on grass at entrance to MBL's Loeb Parking Lot, North St.
  - Sign placed Sunday, day of event at 6am, removed by 6pm
  - Permission granted to use lot & post sign by MBL



5) Six (6) 10" x 14" route marking signs on wire "H" stands directing cyclists at the following locations. Set up on Friday before event at 10am, removed on day of event by 6pm.

- "10 Miles to Go" on grass on right side of Quaker Rd south of Tricia Road before Highland
- On grass at corner of Nashawena St and Old Dock Road, arrow LEFT
- On grass at corner of Old Dock Road and Shining Sea Bikeway, arrow RIGHT
- On grass next to Shining Sea Bikeway at exit to Carlson Ln, arrow RIGHT
- On grass at corner of sidewalk and Railroad Ave., arrow RIGHT
- On grass at corner of Railroad Ave. and Water St., arrow LEFT (Police detail also stationed here 1-5pm)



6) Five (5) **18" x 24" coroplast yard signs** on wire "H" stands promoting the event at these locations. If allowed, signs could go up 8 weeks before the event, and would be removed within 24 hours of the event:

- On grass at Shining Sea Bikeway at County Road entrance
- On grass at Shining Sea Bikeway at Old Dock Road parking lot
- On grass in front of Hutker Architects: 533 Palmer Ave, Falmouth – permission granted by owner
- On grass in front of Corner Cycle, 115 Palmer Ave, Falmouth, MA
- On grass at corner of Water St & MBL St. – permission granted by owner

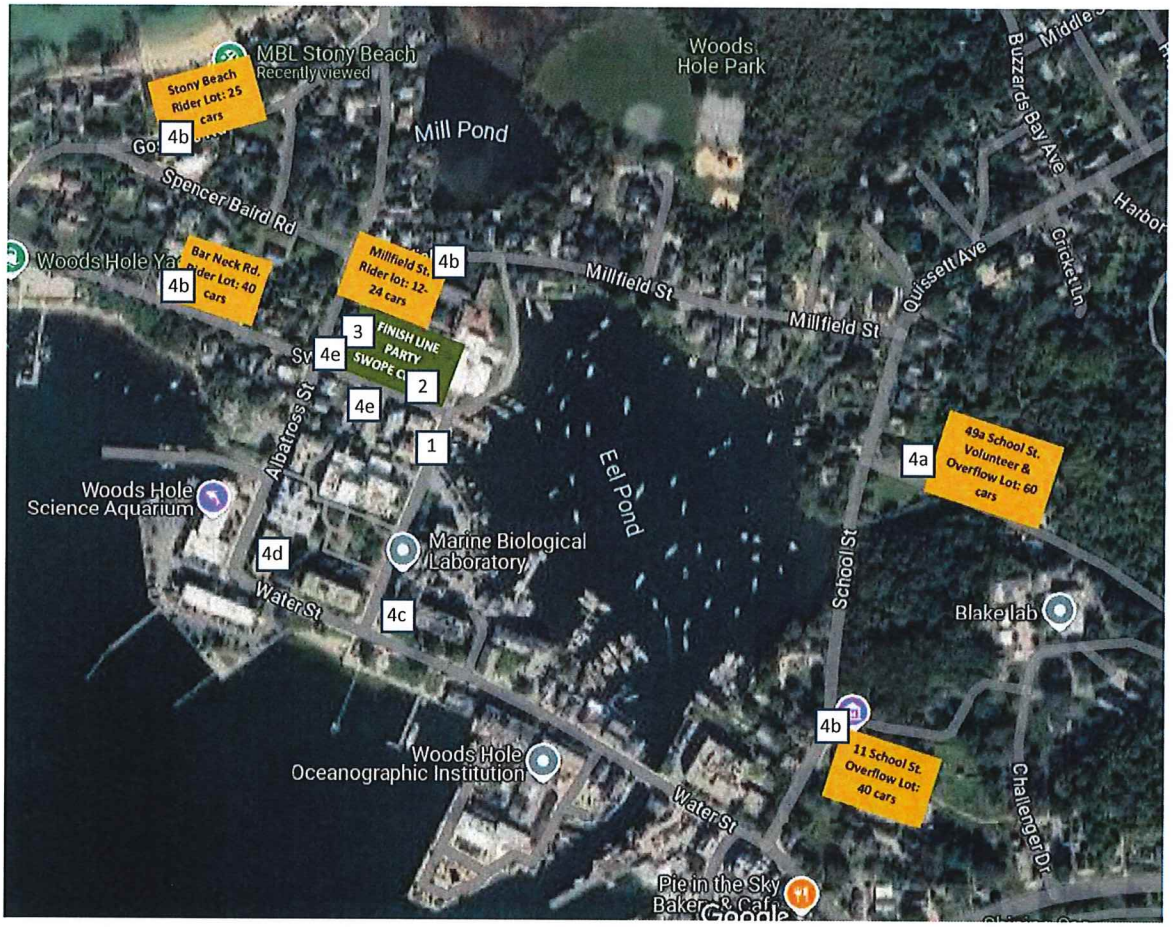
BUZZARDS BAY
WATERSHED RIDE

OCTOBER 4

100, 41, & 20 mile routes

savebuzzardsbay.org/ride

Site & Sign Map – Woods Hole



Buzzards Bay Watershed Ride

Request for approval of variance to sign code § 184-32 off-premise promotional signs for the Buzzards Bay Watershed Ride on the Shinig Sea Bike Path to MBL in Woods Hole on Sunday, October 4, 2026.

Location	Quantity	Type	Size	Length of Time
1. Corner of MBL St. & North Street	1	Finish Line Banner	2' x 11.8'	Day of event
2. Swope Center Property	3	Sandwich boards		Day of event
3. Swope Building	3	Banners	3' x 6'	Day of event
4. 49 School St. WHOI Lot 11 School St. WHOI Lot Corner Water St. & MBL St. Corner Water St. & Albatross St. Millfield St. MBL Lot Bar Neck Rd. Lot Stony Beach Lot	5	Parking lot signs	24" x 36"	Day of event
5. Allowed under sign code	6	Route marking signs	10" x 14"	Friday before event, 10/2/26
6. Bike path & County Rd. Bike path & Old Dock Rd. Hutker Architects, 533 Palmer Ave. Corner Cycle, 115 Palmer Ave. Water St. & MBL St.	5	Yard signs	18" x 24"	6-8 weeks before event
7. Bike path & County Rd. Bike path & Old Dock Rd.	2	Yard signs	10" x 14"	Week before event

All signs will be removed within 24 hours of the completion of the event.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve a request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang 14 Juneteenth flags on the light poles on Main Street

Purpose:
The Select Board will consider a vote to approve a request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang 14 Juneteenth flags on the light poles on Main Street from June 5, 2026 to June 22, 2026.

Background/Summary:

- The Juneteenth Community Celebration Committee submitted an Application for Streetlight Pole Banner on April 3, 2026.
- The Juneteenth Celebration banners will display the representative colors of black, green, red and yellow with the words Celebrate JUNETEENTH Freedom Day - June 19.
- The 14 Juneteenth banners will be hung on alternating poles with the Commodores Baseball banners from June 5 to June 22, 2026, and there is no conflict with the dates requested by the 250th Anniversary banners (please see Pole Banner Schedule attached).

Recommended Actions:
Department Recommendation:
The department's recommendation is that the Select Board votes to approve the request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang 14 Juneteenth flags on the light poles on Main Street from June 5, 2026 to June 22, 2026.

Options:

- Motion to approve the request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang

14 Juneteenth flags on the light poles on Main Street from June 5, 2026 to June 22, 2026.

- Motion to deny the request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang 14 Juneteenth flags on the light poles on Main Street from June 5, 2026 to June 22, 2026.
- Other Board-specified alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the request from the Juneteenth Community Celebration Committee for a variance to Sign Code §184-7: Placement and §184-32: Off-premises signs to hang 14 Juneteenth flags on the light poles on Main Street from June 5, 2026 to June 22, 2026.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. Banners on Main Street Poles 2026
2. Application for Street Light Pole Banners - Juneteenth
3. Falmouth Banner Procedures Guideline

Banners on Poles

Applicant	Location	Qty	Dates
Cape Cod Marathon	Main St.	26	9/11/26 – 10/13/26
Falmouth Commodores	Main St.	30	6/1/26 – 8/14/26
250th Anniversary Task Force	Main St.	14	6/29/26 – 9/1/26
*Juneteenth	Main St.	14	6/5/26 – 6/22/26

**Pending approval*.

- There are 44 lampposts on Main Street between the Village Green and Shore Street.
- *Refer to the DPW "Streetlight Pole Banner Procedures Guideline".*
- Variance is valid for one year.

RECEIVED
APR - 3 2026
SELECT BOARD OFFICE

Town of Falmouth

Office of the Town Manager & Select Board
59 Town Hall Square · Falmouth, MA 02540
Telephone (508) 495-7320 · Email townmanager@falmouthma.gov

Application for Streetlight Pole Banner

CONTACT INFORMATION

Applicant's Name: Juneteenth Community Celebration Committee
Mailing Address: PO Box 468 West Falmouth, MA
Phone: [redacted]
E-Mail: linda.deyoung3[redacted]

AUTHORIZED, LICENSED INSTALLER CONTACT INFORMATION

Installer's Name: Mike McGowen
Mailing Address: Locust Street Sign Co. 121 Locust St. Falmouth, MA 02540
Phone: 508-457-1777
E-Mail: locuststreetsign@hotmail.com

BANNER DETAILS

Description of Banner: 36x24 Juneteenth Celebration lamp post banners displaying the representative colors of black, green, red & yellow w/Celebrate JUNETEENTH Freedom Day
(Attach a narrative describing the event banner on a separate sheet if more space is needed.)

Location Requested: Aligning with the Commodore placements and using their street map to indicate locations we will use every 3rd light post

Number of Banners: 14 double sided

Number of Streetlight Poles: 14

Display Dates: From: Day Friday Date June 5, 2026
To: Day Monday Date June 22, 2026

Installation Date: Day Friday Date June 5, 2026
Removal Date: Day Monday Date June 22, 2026

Attach the following with this application:

- ☐ Map of pole locations
- ☐ Camera-ready artwork of the proposed Banner design with dimensions adhering to the design requirements
- ☐ Indemnification form

Applicant's Signature: _____ Date: _____

Apply for sign permit at: https://www.falmouthma.gov/313/Online-Permitting

RECEIVED
APR - 3 2026
SELECT BOARD OFFICE

TOWN OF FALMOUTH

Office of the Town Manager & Select Board

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION and the permitted right to use facilities of the Town of Falmouth as set forth herein, the undersigned Applicant does hereby agree to INDEMNIFY AND HOLD HARMLESS the Town of Falmouth from any loss, damage or expense arising out of the claim or demand of any person on account of or directly or indirectly as a result of the undersigned Applicant's use of the facility of the Town of Falmouth identified below authorized by the Streetlight Pole Banner Procedures Guideline. This INDEMFIFICATION AND HOLD HARMLESS Agreement shall be for the benefit of the Town of Falmouth and its elected and appointed officials, officers, employees, volunteers and other persons acting on authority of and on behalf of the Town of Falmouth. This INDEMNIFICATION AND HOLD HARMLESS Agreement includes defense costs, expenses, attorneys' fees, judgments and other damage awards.

Name of Facility: Street light poles on Main St.

Date(s) of Use: 6/5/2026-6/22/2026

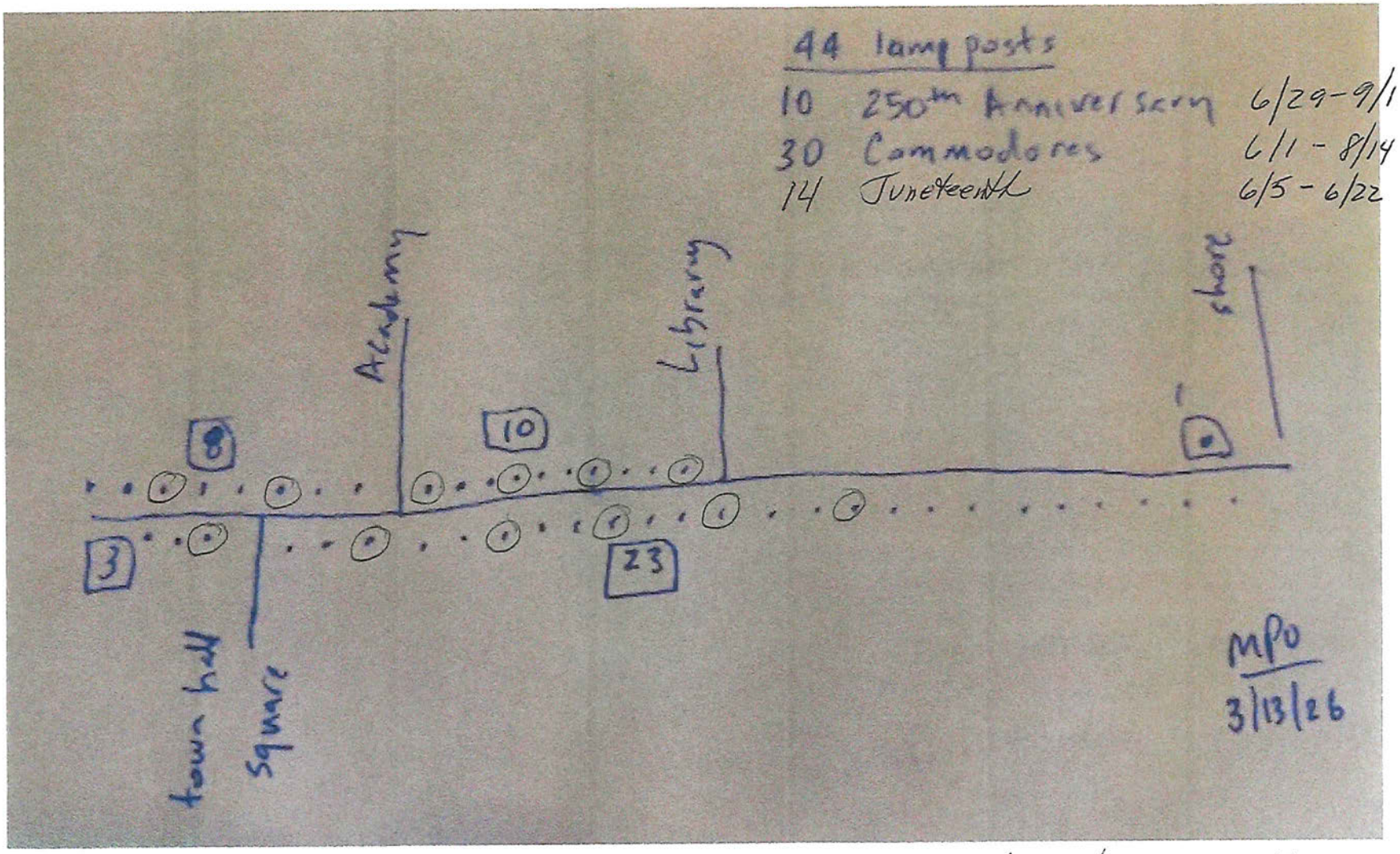
Applicant Name: Linda DeYoung

Signature:

Witness:

Date:

Charles Evans, Chair of Juneteenth Committee will be attending the meeting on 4/13 @ 6:30 @ Senior Ctr.



2 poles by Museum on the Green requested by 250th
so we will use those as well


Celebrate
JUNE
TEENTH
Freedom Day
June 19
Saint Barnabas's Church
91 Main Street
Falmouth, MA

TOWN OF FALMOUTH, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

STREETLIGHT POLE BANNER PROCEDURES GUIDELINE

August, 2025

DIRECTOR OF PUBLIC WORKS
Peter M. McConarty, P.E., P.L.S.

PARKS SUPERINTENDENT
Jeremiah Pearson, NE-6401A

416 Gifford Street
Falmouth, MA 02540
Phone: (508) 457-2543 FAX: (508) 548-1537

I. PURPOSE

This procedures guideline has been developed in order to establish a uniform program and consistent standards for the placement of vertical pole banners by organizations on Town-owned streetlight poles and banner poles in the public way along Main Street from the Falmouth Village Green to Falmouth Heights Road. These locations are government property and the use of Town streetlight poles for the placement of banners requires approval from the Town. All requests shall be evaluated by the Town Manager, and designees, who shall make a recommendation to the Select Board. The Select Board may approve the request based upon this document during a scheduled meeting.

This document does not apply to the Town's own placement of banners on streetlight poles.

The goals of this Policy are to:

- Enhance placemaking, and identify and define areas;
- Promote community-oriented activities, and public events:
- Establish procedures for the design, installation, maintenance and removal of Banners; and
- Ensure the safe use of the public right of way for drivers, cyclists and pedestrians.

II. DEFINITIONS

"Applicant" means an individual or party that has submitted a permit application under the Streetlight Pole Banner Program.

"Banner(s)" mean vertical pole banners that hang on a streetlight pole and display a message for a set time period, per the specifications on this policy.

"Town Manager" means the Falmouth Town Manager or the Town Manager's designee.

"Installer" means a licensed contractor who holds the proper liability insurance requirements. and is approved by the Town to secure banners to the Town Streetlight Poles.

"Permittee" means an individual or party who has been approved and granted a permit to display a Banner or Banners on Streetlight Poles.

"Streetlight Pole" means Town owned vertical streetlight poles in the public right of way.

III. GUIDELINES

The Town's Streetlight Poles are a limited public forum, designated as a space to display information about activities that are open to the public. All banners are subject to the following guidelines:

A. Banners are subject to the dimensional and design requirements in Section VII below.

B. Banners must be consistent with community standards, as determined by the Town Manager or their designee.

C. Permits will only be granted for activities that are open to the public.

IV. BANNER APPLICATION APPROVAL REQUIRED

A. Organizations desiring to place banners on streetlight poles must submit a Banner application to be considered for approval.

B. Banners may not be installed without written approval by the Select Board. The number and location of banners are subject to space availability, as determined by the Town Manager or their designee, in their discretion.

C. Banner applications will be denied or approvals revoked if the proposed or final Banner design and/or specifications do not conform to these Guidelines.

D. Town Banners have precedence over permit requests from any organization for the use of streetlight poles.

V. BANNER APPLICATION PROCESS

The Town shall maintain a master banner calendar. All applications will be processed on a first-come, first-served basis. If multiple applications request that banners be installed at the same location during the same time frame, the Town Manager, or designee, will make final approval based on any or all of the following circumstances: number of applications requesting to hang banners, number of banner locations requested by each applicant, banner installation history and proximity of banners to event site or venue. The overall goal is to make reasonable accommodations that are in the best interests of the public and the applicants.

A. Applicants must complete and submit a Banner application form to the Town Managers office for review. The application includes the following information:

1. The name, mailing address, email address and telephone number of the individual, party or organization requesting approval ("Applicant"), or of the person authorized to act on behalf of Applicant;

2. Name of the authorized and licensed Installer who will perform the installation and removal of the banners;

3. Verification of the Applicant's and Installer's insurance coverage requirements;

4. A proposed schedule for the installation and removal of the Banners based on the guidelines provided in the application;

5. The number of Banners, Streetlight Poles, and map of pole locations requested;

6. Camera-ready artwork of the proposed Banner design with dimensions adhering to the design requirements herein;

7. Signature of the person authorized to submit the application on behalf of Applicant.

B. Applications must be submitted to the Town Managers office at least 60 days before the desired date on installment. The applications will be reviewed, and either approved or the approval process initiated, or denied within 30 days of receipt by the Town.

VI. LIABILITY AND INSURANCE REQURIEMENTS

A. Banners are the property and responsibility of the Permittee. The Permittee is also responsible for all costs associated with creating and displaying the Banners, and securing all necessary approvals related to the banners.

Insurance Requirements:

General Liability of at least $1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a $3,000,000 Annual Aggregate Limit. Products and Completed Operations should be maintained for up to 3 years after completion of the project.

Automobile Liability of at least $1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an Additional Insured.

Umbrella Liability of at least $2,000,000/occurrence, $2,000,000/aggregate. The Town should be named as an Additional Insured.

B. Installer will be required to defend and indemnify the Town for all liability that may result from the installation and removal of the Banners and execute an indemnification, release and waiver of liability as part of the application. Permittee is jointly liable for any damages and equally responsible for all costs to repair damage to the Town's streetlights, streetlight poles, or other Town property caused by the banners or the installation or removal of the banners.

VII. DESIGN REQUIREMENTS

A. All banners shall comply with the following requirements:

1. Banners shall be two-sided with information contained on both sides.
2. If the Banner includes corporate sponsorship logo(s), the logo(s) shall occupy no more than 20 percent of the overall size of the Banner. Sponsor logos or company names shall be restricted to the bottom 15 percent of the proposed Banner.
3. Banner content, text font size and style should be sufficient for maximum multi-modal transportation visibility.
4. Banners should be readable on both sides.
5. Banners shall be limited in size to 24 inches wide by 36 inches tall.
6. Banners shall be made from industrial grade matte finish vinyl, marine acrylic canvas or other durable cloth, nylon, or substance of similar affect. Fabric must be durable, fade and weather resistant, repel water, be impervious to rotting, guaranteed non-shrink, allow printing with no bleeding.

7. Banners shall include one-inch reinforced loop on the top and bottom borders of the Banner for slide-mounting onto horizontal bracket poles (pole pockets).

8. Banners shall include:
    - Grommets on the top and bottom corners of the pole side of the banners;
    - A reinforced hem to include at least two fabric layers along all sides and around the grommets at both corners.

9. Banners shall be zip-tied to the horizontal bracket poles to ensure safety.

VIII. HARDWARE REQUIREMENTS

A. Standard banner pole brackets have been installed on numerous streetlight poles along Main Street. Applicants proposing to install Banners on streetlight poles that do not have banner brackets may propose to install brackets at Permittee's cost. The brackets must be installed at the height specified by the Town to match the height of existing banners on other streetlight Poles. The Town will retain ownership of all banner brackets once installed at no cost to the Town. Banner bracket specifications will be provided by the Town prior to the permit approval and installation of the hardware, if necessary.

B. The Permittee is responsible for providing the banner poles. Banner poles shall be installed and removed with the banners.

IX. INSTALLATION AND REMOVAL REQUIREMENTS

A. All Permittees shall contract with a qualified and licensed Installer (e.g. a private sign or banner company) to install the Banners and any required hardware, to perform any necessary maintenance while the Banners are installed, and to remove the Banners when required under the banner permit.

B. Permittees are responsible for payment to Installers. Installers must hold a Town of Falmouth Business Tax Certificate (unless exempt), and insurance coverage as specified in the approval documentation.

C. Banners shall be installed at a minimum height of 7'-0" from the sidewalk to the bottom of the banner.

A. The Town reserves the right to remove any banners or change or eliminate the location of an installed Banner in the interests of public health, safety and welfare. The Town may remove any Banner that is in disrepair or poor physical condition. Any Banner removed by the Town will be stored for a period of no more than thirty (30) days for the Permittee to retrieve. If the Permittee does not retrieve their Banners within this reasonable timeframe, the Banners will be deemed abandoned and will be recycled or discarded.

D. Installation time schedules and guidelines will be provided to the Applicant in the application. Permittee and Installer must adhere to the installation time schedules and guidelines provided.

X. MAINTENANCE REQUIREMENTS

A. The Permittee is responsible for maintaining its banners in good condition. Banners shall be inspected frequently by the Permittee for any damage or tears to the Banner, associated hardware, or the approved pole.

B. If any damage or tears exist, the Permittee's installer shall immediately remove and/or replace the banners at no cost to the Town.

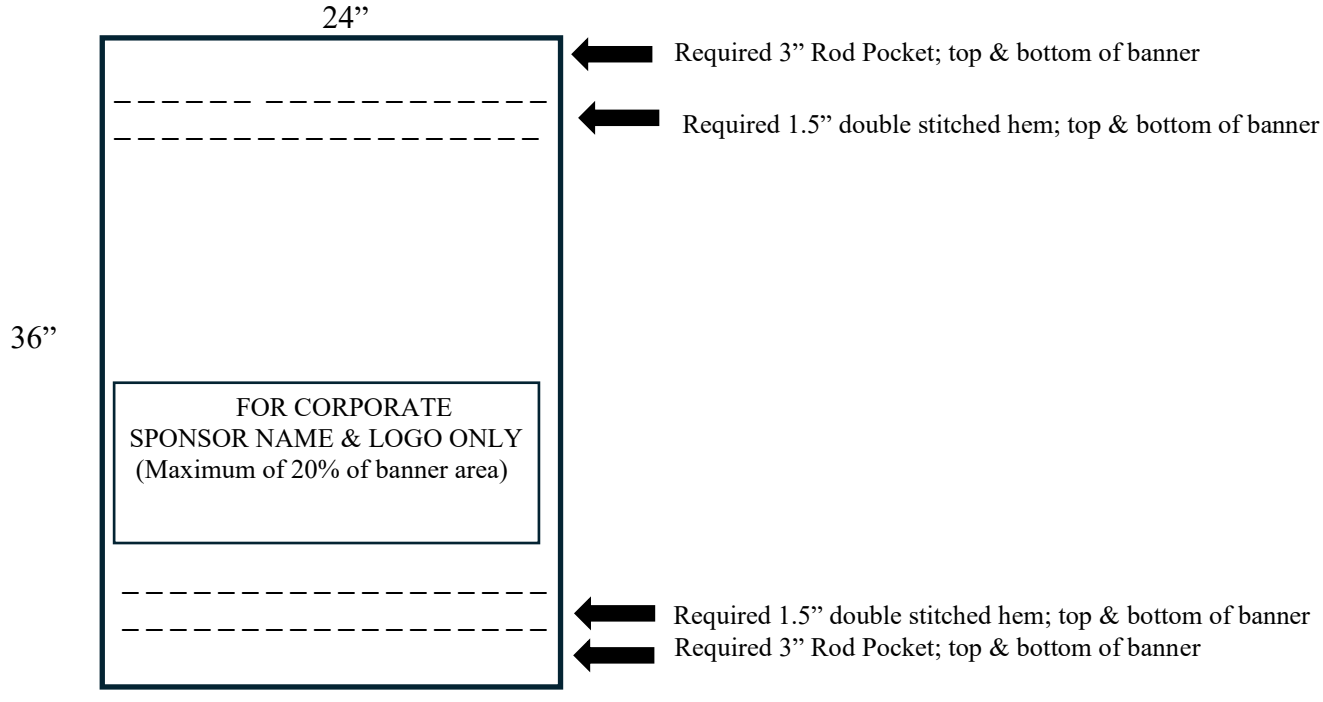
C. If the Town discovers that any banners are damaged or torn and require removal, the Town may send a written request to the Permittee to remove and/or replace the banners. Failure to respond to the Town's request in a timely manner may result in removal of the banners by the Town.

D. In the event that the Town is required to remove any banners under this section, the Permittee shall reimburse the Town for the costs of such removal, including costs for labor and equipment.

XI. DELEGATION OF OVERSIGHT

The Town Manager may delegate oversight of the Banner Program to the Department of Public Works for the management of the day-to-day aspects of the Banner Program.

XII. SAMPLE BANNER



ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75. This pole location is necessary to provide electric service to 55 Hall Lane in Falmouth.

Purpose:
The Select Board will consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75.

This pole location is necessary to provide electric service to 55 Hall Lane in Falmouth.

Background/Summary:

- The request was received on March 6, 2026.
- The hearing date was set, and an abutter listing was requested on March 9th.
- The hearing notice appeared in the March 13, 2026, edition of the Falmouth Enterprise and the abutters were notified by mail.
- On March 25, 2026, hearing officer Nicholas Croft recommended approval of the request as submitted on Plan No. 25517043, WO #25517043, dated October 7, 2025.

Recommended Actions:
Department Recommendation:
The Town Manager's office recommends approval of the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75, be approved in accordance with the findings from the hearing of March 25, 2026.

Options:

- Motion to approve the petition of NSTAR Electric Company d/b/a Eversource Energy

and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75.

- Motion to deny the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75.
- Some other Select Board specified alternative.

Town Manager's Comments:
The Town Manager's office recommends approval of the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75, be approved in accordance with the findings from the hearing of March 25, 2026.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:
1. POLE HEARING - HALL RD-OLD BARNSTABLE 04.13.26

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at Falmouth Town Hall at 3:00 p.m. on Wednesday, March 25, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install a new JO pole to be labeled 206/45-75.

This pole location is necessary to provide electric service to 55 Hall Lane in Falmouth

Per Order of the Falmouth Select Board

Publication Date: Friday, March 13, 2026, Falmouth Enterprise

Town of Falmouth
Department of Public Works - Engineering Division
416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Nicholas Croft, Engineering Technician nicholas.croft@falmouthma.gov

Date: April 2, 2026

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: **Eversource – Petition to install one new JO pole on Old Barnstable Road**

A petition was submitted by Eversource to install 1 new JO pole labeled 206/45-75 with anchor and guy approximately 27' from existing pole 206/45 and 90' from 206/44-5

The Engineering recommendation is to approve the request as submitted on Plan No. 22517043, W/O #22517043, dated October 7, 2025.

Eversource Reminder: All Street Openings require a permit obtained from the Engineering Office.

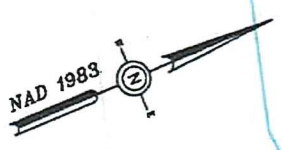
Thank you,

Nicholas Croft
Engineering Technician
DPW Engineering Division

S:\Engineering\Private\Utilities\Eversource\2026\Hall Lane (3-25-26)\Hall Lane - Memo.docx

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\FAL\FAL-

Plan to accompany petition of EVERSOURCE ENERGY.
To install New JO 40' CL1 JO pole 27'± from existing pole 206/45 and 90'± from 206/44-5.



28 06 003 002
0 OLD BARNSTABLE RD
N/F
SOUZA TRUSTEE JOANN

28 06 003 000
0 ADELINES WAY
N/F
SOUZA TRUSTEE JOANN

APPROX. R

APPROX. R

28 06 002 003AU
350 OLD BARNSTABLE RD
N/F
DUNN ROBERT

APPROX. RIGHT OF WAY

GRASS

206/44-5
JO-ES

90'

PROPOSED
206/45-75
JO-ES W/ANCHOR & GUY

27'

206/45
JO-ES

EDGE OF PAVEMENT

OLD BARNSTABLE RD

GRANITE CURB

CONC SW

GRANITE CURB

CONC SW

APPROX. RIGHT OF WAY

28 08 002 001
345 OLD BARNSTABLE RD
N/F
HALL TRUSTEE SAMANTHA E

HALL LANE

LEGEND

- Proposed POLE
- Existing Pole

0 20 40

SCALE IN FEET

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan # 22517043	NSTAR ELECTRIC d/b/a EVERSOURCE
Ward #	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Work Order # 22517043	
Surveyed by: N/A	*Plan of* OLD BARNSTABLE ROAD
Research by: VT	FALMOUTH
Plotted by: JC	Showing PROPOSED POLE LOCATION
Proposed Structures: JC	
Approved: K RICE	Scale 1"=20' Date 10/7/25
P#	SHEET 1 of 1 REV 11/24/25

Eversource Energy
50 Duchaine Blvd.
New Bedford, MA 02745
Attn: Jessica Elder

FORM OF ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
WO# 22517043

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:
that NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY and
VERIZON NEW ENGLAND INC.
be and they are hereby granted joint or identical locations for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 21st day of November 2025.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber and reasonably straight and shall be set substantially at the points indicated upon the plan marked **Plan No. 22517043** Dated October 7, 2025 filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC**. not to exceed 40 wires and 4 cables and by said **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** necessary wires, cables and fixtures

and all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Old Barnstable Road
To install a new JO pole to be labeled 206/45-75

One (1) JO pole 206/45-75

This pole location is necessary to provide electric service to 55 Hall Lane in Falmouth.

Also that permission be and hereby granted to each of said companies to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board for the Town of Falmouth, Massachusetts held on the 13th day of April 2026.

_____
Clerk of Select Board

Karen Levesque – Verizon
EngrIIISpec-Ntwk Eng&Ops
85 High St, 3rd Floor
Pawtucket, RI 02860

FORM OF ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
WO# 22517043

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:
that NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY and
VERIZON NEW ENGLAND INC.
be and they are hereby granted joint or identical locations for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 21st day of November 2025.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber and reasonably straight and shall be set substantially at the points indicated upon the plan marked **Plan No. 22517043** Dated October 7, 2025 filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC**. not to exceed 40 wires and 4 cables and by said **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** necessary wires, cables and fixtures

and all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Old Barnstable Road
To install a new JO pole to be labeled 206/45-75

One (1) JO pole 206/45-75

This pole location is necessary to provide electric service to 55 Hall Lane in Falmouth

Also that permission be and hereby granted to each of said companies to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board for the Town of Falmouth, Massachusetts held on the 13th day of April 2026.

_____
Clerk of Select Board

We hereby certify that on March 25, 2026, at 3:00 o'clock,PM at Falmouth Town Hall a public hearing was held on the petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY
VERIZON NEW ENGLAND INC.

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

_____

_____

_____

_____

Select Board for the Town of Falmouth, Massachusetts _____

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Falmouth, Massachusetts, on the 14th day of April 2026, and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

_____

Town Clerk.

Municipal Legal Notices

PUBLIC NOTICE
INVITATION TO BID
SURPLUS VEHICLE

The Town of Falmouth will accept bids for the following vehicle

2014 Ford Econo van VIN #1FMNE1B-WXEDA45814 Mileage 240,719

Submit bids in sealed envelopes, marked 2014 FORD ECONO VAN. Send bids to Alden Molloy, 340 Teaticket Highway, East Falmouth, MA 02536. **Mr. Molloy must receive bids by 4:00 pm Friday 4/10/2026 for bids to be eligible.** All ineligible bids will be returned unopened.

For additional information, please call 508-540-0150 ext. 176. The Town of Falmouth reserves the right to accept or reject any of all bids.

April 3, 2026

Pursuant to M.G.L. c. 91 § 40, NOTICE is hereby given by the Town of Falmouth of its intent to claim title to a 1987 cabin cruiser 33' motor vessel known as BLUES TRAVELER, Hull ID# TRJGJ055A787. Said vessel has been abandoned and is located at the Falmouth Town Pier, Falmouth, MA, c/o Falmouth Harbormaster. Any owner or lienholder may reclaim the vessel within 30 days, subject to the rights of any other lienholder. Failure to claim the vessel will constitute a waiver of all rights, title and interest in the vessel. If ownership or a lienholder interest is not claimed and the vessel is not removed within 90 days after the owner, the owner's agent or employee signs the return receipt or within 90 days after the last day of notice by publication, whichever is later, the claimant Town of Falmouth may apply to the office for title to the vessel.

April 3, 2026
April 10, 2026
April 17, 2026

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at 3:00 p.m. on Wednesday, April 15, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) Handhole 170/H2 and approximately 37' (feet) of 1-3" conduit in the Right of Way of Maple Street.

This work is necessary to provide service at 41 Maple Street

Per Order of the Falmouth Select Board

April 3, 2026

Falmouth Zoning Board of Appeals
Notice of Public Hearing for
April 30, 2026

Notice is hereby given of the following Public Hearing @ 6:00pm and Open Meeting in the Select Board's Meeting Room, Town Hall, Falmouth, MA. on *Thursday, April 30 , 2026*

Continuation(s)
#003-26 Doyle, Trustee
43 Ocean View Avenue, North Falmouth

Application #016-26 Stephen and Stephanie Keefe, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to raze both of the existing, non-conforming dwellings and construct a single-family dwelling, increasing lot coverage by structures. **The subject property is 36 Hiawatha Street, Teaticket, Ma.**
Application #017-26 Robert and Lynn Murphy, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to remove the existing deck and construct additions to the existing, non-conforming dwelling exceeding 20% lot coverage by structures. **The subject property is 35 Pleasant View Avenue, Falmouth, Ma.**
Application #018-26 Jason F. and Kerry J. Bourne, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A of the Code of Falmouth to raze portions of the existing structure and construct an attached garage with habitable space above; use will change to residential use. **The subject property is 6 Falmouth Heights Road, Falmouth, Ma.**
Application #007-26 Stephen H. Quilvy, Jr.: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-6.6B of the Code of Falmouth to allow garage space for more than two cars. **The subject property is 34 Siders Lane, Falmouth, Ma.**

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

April 3, 2026
April 10, 2026

The FALMOUTH CONSERVATION COMMISSION will hold a public hearing under Section 40, Chapter 131 of the general laws of the Commonwealth of Massachusetts Wetlands Protection Act and/or the Town of Falmouth Wetlands Protection Bylaw on **Wednesday, April 15, 2026, at 7:00 PM.**

Covid protocols have been extended to allow for continued expanded remote participation. **the April 15, 2026, public meeting of the Falmouth Conservation Commission shall be physically closed to the public to avoid group congregation.** Public access to this meeting shall be provided in the following manner:

1. The meeting will be televised via Falmouth Community Television.
2. Real-time public comment can be addressed to the Conservation Commission utilizing the Zoom virtual meeting software for remote access. This application will allow users to view and participate in the meeting. Text comments submitted with the Chat function will be read into the record at the appropriate points in the meeting.
a. Zoom Login instructions:
i. Instructions and the meeting link for **this specific meeting can be found at** the following web address: http://www.falmouthma.gov/Conservation
ii. **Please plan on 10-15 minutes of** preparation time to log in though it may be less if you have previously used Zoom on the device you will use to access this meeting.
3. Additionally, public comments may be sent in advance of the meeting to concom@falmouthma.gov **at least 5 hours prior** to the beginning of the meeting. **Documents and audio or video files may** also be submitted via email. Submitted email comments and documents will be made part of the meeting record and may be read into the record, summarized, or displayed during the meeting at the discretion of the chair.
4. Applicants, their representatives, and individuals with enforcement matters before the Conservation Commission shall appear remotely. Applicants, their representatives, and individuals with enforcement matters before the Conservation Commission may contact the Conservation Department to arrange an alternative means of real-time participation if unable to use the Zoom virtual meeting software. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting to concom@falmouthma.gov so they may be displayed for remote public access viewing.

Complete applications are available by request and will be sent via email.

REQUESTS FOR DETERMINATION OF APPLICABILITY

Brian Quinn, 55 Seashell Lane, Falmouth, MA – For permission to expand an existing patio.

Frank Stepien, 1 Seagull Lane, Falmouth, MA – For permission to expand an existing deck and install mitigation plantings.

Carl Cavossa, 34 Maravista Avenue, Falmouth, MA – For permission to fill in an existing pool, remove a concrete pad, and remove a propane tank.

Robert Thompson, 33 Penzance Road, Falmouth, MA – For permission to remove 10-14 dead and declining trees.

Conor McLaughlin, 88 & 110 Scranton Avenue, Falmouth, MA – For permission to remove concrete, install astroturf, and install plantings.

REQUESTS FOR A HEARING UNDER A NOTICE OF INTENT

Judith W. Parker Qualified Personal Residence Trust, 36 Buzzards Bay Avenue, Falmouth, MA – For permission to reconstruct and enlarge a deck and install mitigation plantings.

Town of Falmouth, Beach Department, Falmouth beaches, Falmouth, MA – For permission to implement the 2026 Falmouth Beach Management Plan.

Matt Naegelin, 0 Tobey Lane (Map/parcel: 41 01 000C 000), Falmouth, MA – For permission to construct a single family dwelling and accessory dwelling unit on a wooded lot; install a Title V sewage disposal system; and all associated grading, clearing, and landscaping.

REQUESTS TO AMEND AN EXISTING ORDER OF CONDITIONS

William and Elizabeth Scannell, 314 Quissett Avenue, Falmouth, MA – Request to amend the Order of Conditions for MA DEP# 25-5063 to include a new driveway connection, and the installation of air conditioning units and a generator.

HEARINGS UNDER AN ENFORCEMENT ORDER

Charles and Maria Clark, 41 Davis Neck Road, Falmouth, MA – Unpermitted cutting, clearing, and expansion of hardscape within Conservation jurisdiction.
By Order of: Bill Duffy, Chairman
Falmouth Conservation Commission

April 3, 2026

Request for Proposal-Real Property

The Falmouth Retirement Board ("Board") **is seeking proposals from qualified** property owners to purchase a parcel of land, with buildings thereon with associated parking, within the Town of Falmouth, to use for the administrative offices of the Falmouth Contributory Retirement System. The Board has determined that this purchase is subject to M.G.L. Chapter 30B and Commonwealth of Massachusetts Regulations 840 C.M.R. - Public Employee Retirement Administration Commission ("PERAC").

All respondents are hereby advised that any proposal selected shall be subject to: (1) formal approval by the Board in **accordance with the specified evaluation** criteria, including but not limited to, the best interests of the retirement system, (2) a written agreement, and (3) authorization of the engagement by PERAC. Additional terms of purchase to be reasonably negotiated.

The R.F.P. will be available as of Wednesday, April 1, 2026. Completed original, hard copies and electronic copies of the respondent's R.F.P. response must be received no later than 2:00 p.m. ET on Wednesday, May 6, 2026. Any proposals submitted after this time will not be accepted. At its discretion, the Board reserves the right to cancel or reject in whole or in part any and all proposals in the best interest of the retirement system.

Requests for a copy of the R.F.P. should be sent to: Falmouth Retirement System Attn: Francis St. Germaine, Director 80 Davis Straits, Suite 102 Falmouth, MA 02540

E-Mail: retire@falmouthretirementma.gov Subject line: REAL PROPERTY R.F.P.

April 3, 2026
April 10, 2026
April 17, 2026

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Gordon Hospitality, Inc. d/b/a Four Vines has applied for a Transfer of License for an All Alcoholic Beverages Restaurant License to be exercised at 291 Main Street, Unit B, Falmouth, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

April 3, 2026

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Wicked Shuckers, LLC d/b/a Shuckers has applied for a Seasonal All Alcoholic Beverages Restaurant License to be exercised at 89 Water Street, Suite B1, Woods Hole, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

April 3, 2026

LEGAL NOTICE
MARINE & ENVIRNRONMENTAL SERVICES DEPARTMENT

COMMERCIAL SHELLISH PERMIT LOTTERY

The town will hold a lottery to award new commercial shellfish permits in 2026. Permits will first be made available to junior diggers. Junior applicants must be 16 & 17 years of age only. Remaining available permits will be available to adult diggers in a second drawing. To qualify for the lottery, applicants must file a junior or adult commercial permit application with our office no later than Tuesday, April 21, 2026, at 3:00 PM. All applications received by that time and date will be entered into the lottery to be selected for an available permit. The lottery will be held at the Marina Building, 180 Scranton Ave, Falmouth, MA 02540 at 3:00 PM on Monday, April 27, 2026. The lottery will be open to the public for viewing. All successful applicants will have to provide satisfactory proof of residency in Falmouth for 6 months, proof of age for junior applicants, copy of their state shellfish transaction card, and pay the annual $300.00 permit fee prior to issuance of the town permit. Questions should be directed to the MES Department at 508-457-2550, Ext. 5.

Gregg Fraser
MES Director

April 3, 2026
April 10, 2026

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at 3:00 p.m. on Wednesday, April 15, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install new Handhole #148/3H and approximately 35' (feet) of 1-3" conduit in the Right of Way of Standish Avenue.

This work is necessary to provide service to 188 Sippewissett Road, Falmouth.

Per Order of the Falmouth Select Board

April 3, 2026

FCTV Programming Highlights
April 3, 2026

FCTV Public Channel 6

Friday, April 3, 2026
3:00 PM V Boys Hockey vs Franklin
4:00 PM Runnin' Ruck-HIT Updates
5:09 PM Wood People: The Bright
5:30 PM Falmouth In Cooking
6:00 PM The Curse of the Candy Cottage
7:00 PM The Point: News Roundup
8:00 PM Falmouth In Focus
8:30 PM MVY's Cape Cod Current
9:00 PM Cape Conversations: CSO
9:30 PM Poetic License

Saturday, April 4, 2026
11:00 AM The Point: News Roundup
5:30 PM Falmouth In Cooking
6:00 PM Climate Matters: Jack Richardson
7:00 PM Runnin' Ruck-HIT Updates
8:30 PM JSC Author Talks: Robin Kretzner
9:32 PM Ripples by Eugenie Kuffer
10:30 PM Gay USA

Sunday, April 5, 2026
3:00 PM 1st Congregational Service
3:30 PM Lights Camera Puhal
4:00 PM St. Anthony's Sunday Mass
5:23 PM Waquoit Congregational Service
6:30 PM Poetic License
7:30 PM Falmouth In Focus
8:00 PM The Curse of the Candy Cottage
9:00 PM Falmouth In Cooking

Monday, April 6, 2026
10:30 AM Falmouth In Cooking
11:00 AM V Boys Hockey vs Canton
1:00 PM St. Anthony's Sunday Mass
3:00 PM John Wesley Methodist Service
4:00 PM Poetic License
5:00 PM Falmouth In Focus
6:00 PM MVY's Cape Cod Current
7:00 PM Falmouth In Cooking
8:00 PM Climate Matters: Jack Richardson
9:00 PM Painting The Cape: Boat Race #1

Tuesday, April 7, 2026
12:30 PM At the Crane: Aine Minogue
3:00 PM Treasure Time: Nigel & the Moon
3:30 PM 1st Congregational Service
4:00 PM V Boys Hockey vs Dartmouth
5:30 PM Preparing for an I.C.E. Encounter
7:00 PM Ripples by Eugenie Kuffer
8:00 PM The Curse of the Candy Cottage
9:00 PM V Boys Hockey vs Wellesley
9:49 PM Arts Alive: Puffy Elvis

Wednesday, April 8, 2026
12:30 PM MVY's Cape Cod Current
1:00 PM FRSO - Winter Concert 2026
3:00 PM The Curse of the Candy Cottage
4:00 PM V Boys Hockey vs Canton
5:00 PM Preparing for an I.C.E. Encounter
6:01 PM John Wesley Methodist Service
7:00 PM V Boys Hockey vs Dartmouth
8:30 PM WHHM: Antebellum Woods Hole

FCTV Education Channel 8

Friday, April 3, 2026
11:30 AM Zé Rui Depina Visits FHS
12:30 PM Falmouth High School No Guff Rally
12:55 PM FHS Winter Concert
2:00 PM FHS Will Ford
2:30 PM NF Grade 4 Concert
3:10 PM NF Grade 1 Concert
6:00 PM FHS Cabaret
8:00 PM Falmouth In Focus
8:35 PM Lawrence School Winter Chorus
9:20 PM Lawrence School Winter Band

Saturday/Sunday, April 4/5, 2026
1:00 PM FHS Spring Band Concert
2:10 PM FHS Spring Chorus Concert
3:00 PM CTE Pathway Awards
3:25 PM FHS Senior Awards Night
5:30 PM FHS Class of 2025 Graduation
7:30 PM CTE Pathway Awards
8:00 PM FHS Spring Band Concert
9:10 PM FHS Spring Chorus Concert

Monday, April 6, 2026
7:20 AM FHS Morning News LIVE 4/6/26

2:00 PM Morse Pond Winter Chorus Concert
2:30 PM Morse Pond Winter Band Concert
3:00 PM Elementary Winter Concert
6:00 PM FPS All Bands Night
7:20 PM NF Grade 4 Concert
8:00 PM FHS Winter Concert
9:30 PM NF Grade 1 Concert
10:00 PM FHS Cabaret

Tuesday, April 7, 2026
7:20 AM FHS Morning News LIVE 4/7/26
6:00 PM FHS Math Honors Induction
8:30 PM School Committee Meeting
9:30 PM Morse Pond Winter Band Concert
10:00 PM FHS Faculty Follies
11:30 PM Morse Pond Winter Chorus Concert

Wednesday, April 8, 2026
6:57 AM Falmouth High School No Guff Rally
7:20 AM FHS Morning News LIVE 4/8/26
7:30 AM FHS Cabaret
9:20 AM FHS Winter Chorus Concert
10:25 AM NF Grade 4 Concert
11:00 AM NF Grade 1 Concert
11:30 AM Zé Rui Depina Visits FHS
12:30 PM Falmouth High School No Guff Rally

FCTV Government Channel 9

Friday, April 3, 2026
1:00 AM Zoning Board of Appeals
4:00 AM Select Board Report
4:58 AM Cape Cod Commission
7:00 AM Zoning Board of Appeals
10:00 AM Select Board Report
10:33 AM Assembly of Delegates
1:00 PM Zoning Board of Appeals
3:00 PM Assembly of Delegates
4:30 PM Policing With The People
5:30 PM Select Board Report
6:27 PM Select Board Meeting -
11:19 PM Falmouth In Focus

Saturday, April 4, 2026
1:00 AM Conservation Commission
4:00 AM Policing With The People
4:41 AM Select Board Report
6:13 AM Assembly of Delegates
7:00 AM Zoning Board of Appeals
9:00 AM Falmouth In Focus
10:00 AM Policing With The People
12:00 PM Zoning Board of Appeals
3:00 PM Policing With The People
3:59 PM Select Board Report
4:33 PM Policing With The People
6:00 PM Assembly of Delegates
7:10 PM Cape Cod Commission

Sunday, April 5, 2026
12:20 AM County Commissioners
2:36 AM Barnstable PFAS Update
3:31 AM Ma House Informal Session
4:00 AM Local Emergency Planning Cmte
4:59 AM County Commissioners
7:52 AM Select Board Meeting -
12:00 PM Assembly of Delegates
1:50 PM Ma House Informal Session
2:30 PM Select Board Report
3:00 PM Steamship Authority Board Meeting

5:04 PM Assembly of Delegates
5:50 PM Ma House Informal Session
6:00 PM County Commissioners
8:15 PM Cape Cod Commission
10:17 PM Barnstable PFAS Update

Monday, April 6, 2026
12:20 AM Fall Town Meeting 2025
7:00 AM Local Emergency Planning Cmte
8:00 AM Fall Town Meeting 2025
1:30 PM Select Board Report
2:21 PM Short Term Rental Cmte
3:30 PM Board Of Health Meeting
8:45 PM Falmouth Spring Town Meeting Night One

Tuesday, April 7, 2026
12:30 AM Select Board Meeting -
7:00 AM Select Board Meeting -
1:00 PM Falmouth Spring Town Meeting Night One
6:40 PM Falmouth Spring Town Meeting Night Two

Wednesday, April 8, 2026
12:20 AM Planning Board Meeting
2:30 AM Falmouth Spring Town Meeting Night Two
7:31 AM Planning Board Meeting
1:00 PM Planning Board Meeting
4:30 PM Local Emergency Planning Cmte
7:00 PM Conservation Commission

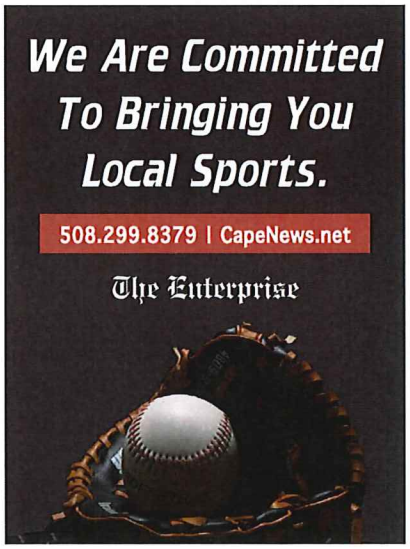
Thursday, April 9, 2026
10:00 AM Policing With The People
12:00 PM Select Board Report
1:00 PM Conservation Commission
4:00 PM Select Board Report
5:00 PM Select Board Report
6:00 PM Zoning Board of Appeals

Please note: These listings are partial and subject to change. For complete, up-to-date FCTV listings and video-on-demand, go to fctv.org.

Tides For Points On Vineyard Sound, Buzzards Bay & Cape Cod Bay

		POPPONESSET		FALMOUTH		WOODS HOLE (WHOI) GREAT HARBOR		WEST FALMOUTH		CAPE COD CANAL BUZZARDS BAY		CAPE COD CANAL (EAST)		BARNSTABLE HARBOR	
		HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE
FRIDAY	AM	2:42	8:45	12:23	6:44	9:42	5:00	9:28	3:28	10:53	5:46	12:38	6:51	12:50	7:23
APRIL 3	PM	3:10	8:58	12:51	6:57	10:06	4:00	9:47	3:08	11:09	5:52	1:05	7:05	1:18	7:36
SATURDAY	AM	3:19	9:25	1:00	7:24	10:24	5:36	10:09	3:48	11:34	6:24	1:16	7:32	1:27	8:03
APRIL 4	PM	3:50	9:36	1:31	7:35	10:48	4:24	10:28	3:34	11:50	4:32	1:45	7:45	1:58	8:14
SUNDAY	AM	3:56	10:05	1:37	8:04	11:12	6:12	10:50	4:11		7:07	1:54	8:14	2:04	8:43
APRIL 5	PM	4:30	10:15	2:11	8:14	11:36	4:54	11:11	4:03	12:15	4:59	2:25	8:25	2:38	8:53
MONDAY	AM	4:35	10:47	2:16	8:46		7:00	11:34	4:38	12:32	8:03	2:34	8:56	2:43	9:25
APRIL 6	PM	5:11	10:56	2:52	8:55	12:00	5:30	11:57	4:34	12:56	5:32	3:07	9:07	3:19	9:34
TUESDAY	AM	5:16	11:31	2:57	9:30	12:24	8:00		5:10	1:17	8:58	3:15	9:41	3:24	10:09
APRIL 7	PM	5:56	11:40	3:37	9:39	12:48	6:30	12:24	5:08	1:40	6:09	3:51	9:52	4:04	10:18
WEDNESDAY	AM	6:02		3:43	10:18	1:18	9:00	12:48	5:48	2:04	9:47	4:01	10:29	4:10	10:57
APRIL 8	PM	6:45	12:19	4:26	10:28	1:36	4:24	1:17	5:50	2:25	6:59	4:38	10:40	4:53	11:07
THURSDAY	AM	6:52	12:29	4:33	11:10	2:12	10:06	1:41	6:41	2:51	10:35	4:49	11:20	5:00	11:49
APRIL 9	PM	7:38	1:11	5:19	11:22	2:24	5:00	2:10	6:47	3:09	10:41	5:29	11:32	5:46	

April 3, 2026 - Sunrise is at 6:21AM; sunset is at 7:09 PM



ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Christina Lovely, Marine Fisheries Biologist, Gregg Fraser, Director, Marine and Environmental Services
Meeting Date: April 13, 2026
Department/Office: Marine and Environmental Services
Item Name: Consider a vote to approve applying for small grant opportunity ($4,600) from the Massachusetts Division of Marine Fisheries for green crab removal on Cape Cod.

Purpose:
The MA Division of Marine Fisheries (DMF) wishes to provide funds to assist and incentivize communities and/or community groups to increase their capacity to remove and dispose of invasive green crabs in one or more of the 15 communities located on Cape Cod in Massachusetts.
The goal of the program is to provide equipment, supplies, and other incentives to reduce the population of green crabs.

Background/Summary:

- This grant allows for building on previous crab trapping work done by the Town, and seeks to use the program as an educational opportunity for students to learn about the impacts of non-native species in a real hands-on field project.
- This reimbursement grant has no cost to the Town.

Recommended Actions:
Department Recommendation:
MES recommends Option 1 below, vote to approve submission of the proposed grant application and acceptance of the grant award if offered.

Options:

- Motion to approve the application by Marine and Environmental Services for a small grant opportunity of $4,600 from the Massachusetts Division of Marine Fisheries for green crab removal on Cape Cod.
- Motion to deny approval of an application by Marine and Environmental Services for a small grant opportunity of $4,600 from the Massachusetts Division of Marine Fisheries

for green crab removal on Cape Cod.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the application by Marine and Environmental Services for a small grant opportunity of $4,600 from the Massachusetts Division of Marine Fisheries for green crab removal on Cape Cod as presented.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Grant Notice
2. Grant Application

GRANT ANNOUNCEMENT

DMF RFR Number: D M F - 2 6 0 2 0
Dated: March 3, 2026

Cape Cod European Green Crab Reduction Program

1. Grant Opportunity Summary

A. **PROPOSALS SOUGHT FOR:** The Massachusetts Division of Marine Fisheries (MADMF) announces the availability of grant funds to support the reduction of the invasive European Green Crabs in Cape Cod Communities.

B. **OVERVIEW AND GOALS:** MADMF wishes to provide funds to assist and incentivize communities and/or community groups to increase their capacity to remove and dispose of invasive green crabs in one or more of the 15 communities located on Cape Cod in Massachusetts. The goal of the program is to provide equipment, supplies, and other incentives to reduce the population of green crabs.

C. **ELIGIBLE APPLICANTS:** The Cape Cod European Green Crab Reduction program is open to legally recognized entities, including counties, municipalities, or tribal governments and entities that can enter into a contract with the Commonwealth. All applicants must be in good standing with the state government.

D. **APPLICATION DEADLINE:** March 20, 2026, at 5PM.

E. **FUNDING AVAILABILITY:** MADMF expects to award up to $20,000 in total funding for projects in FY 2026. Applicants may request up to $20,0000 in funding for a project. Communities or other eligible applicants can submit a joint application (combined funding) for a shared concept.

F. **MATCH REQUIREMENT:** There is no match requirement for the funding opportunity.

G. **ANTICIPATED DURATION OF CONTRACTS:** Contracts will end on June 30, 2026.

H. **REGULATIONS, STATUTES, OR AUTHORIZATION GOVERNING THIS GRANT PROGRAM:** Applicants are responsible for compliance with all applicable state laws and regulations governing the funding source. Funds are authorized through the MA Legislative Earmark pursuant to c. 9 of the Acts of 2025.

I. **CONTACT INFORMATION:** Wayne Castonguay, wayne.castonguay@mass.gov. 857-895-6343.

2. Performance and Contract Specifications

A. ELIGIBLE APPLICANTS: This Grant opportunity and eligible projects are open to legally recognized entities, including , including counties, municipalities, or tribal governments and entities that can enter a contract with the Commonwealth. All applicants must be in good standing with the state of Massachusetts government.

B. ELIGIBLE PROJECTS: Examples of eligible projects include, but are not limited to:

- Purchase of appliances (e.g. freezers) to dispatch and/or store green crabs and/or green crab bait.
- Purchase of specialized Green Crab traps and associated supplies (e.g. lines, buoys, containers, biodegradable bags).
- Financial incentives provided to fishers via eligible entities to catch, remove, dispatch and properly dispose of green crabs at a rate of $0.40 per pound of live crabs caught.

C. FUNDING AVAILABILITY, BUDGETING GUIDELINES, AND ALLOWABLE EXPENDITURES: MADMF expects to award, contingent upon availability of state funds, up to $20,000 in total funding for projects. Applicants may request up to $20,000 in funding for a project. Costs eligible for reimbursement include all approved project costs incurred on or after a selected applicant's contract execution date and on or before June 30, 2026.

Equipment Purchases: Equipment is defined as tangible personal property, having a useful life of at least three years. The equipment must be purchased in full to qualify for reimbursement. The equipment title will reside with the grantee and must be used for the properly authorized use as stated in the project proposal. The grantee is required to use the equipment for its proposed and intended purpose for the useful life of the equipment and may lease to private individuals or transfer the equipment to a municipality with prior approval of DMF.

D. MATCH REQUIREMENT: There is no match requirement for the funding opportunity.

E. PROJECT TERMS: If awarded, all grantees will be required to abide by the Commonwealth of Massachusetts Terms and Conditions. An Interagency Service Agreement (ISA) will be used as the grant agreement, if funds are awarded to a state agency. In addition, all final contracts are subject to successful negotiation of a Final Scope of Services. Please note that MADMF does not guarantee that any contracts may result from this grant opportunity or that any funding level will be awarded. It is anticipated that projects could commence immediately upon MADMF's decision. The awarded contracts will be reviewed during their course and, upon request by the grantee, may be amended at the sole discretion of MADMF. Any amendments granted may not necessarily change the monetary value of the contract.

In accordance with the Massachusetts Comptrollers Guidance on Grants Procurement and Contracts

The department, at its discretion, may negotiate a change in any element of contract performance or cost identified in the grant application, RFR or the grantee's response which results in lower costs, or a more cost-effective or better value grant result than was presented in the grantee's original proposal. Changes can be negotiated which result in overall increased costs, provided the overall result is the best value or a "better value" than was originally proposed.

F. TOTAL ANTICIPATED DURATION OF CONTRACT(S): The contract period will begin on the date that the contract is executed by MADMF and end on June 30, 2026.

G. REPORTING: The Grantee shall submit a Final Performance Report by July 31, 2026. Other deliverables are project specific and will be confirmed at the time of the contract award and project scoping.

H. INVOICING: Grantees must first pay for grant-approved expenditures then submit for reimbursement along with required documentation. Project costs and match may not be incurred until after the Grantee has an executed contract from MADMF. Grantees must pay for 100% of an expenditure before submitting for reimbursement and only approved expenses (as written in the contract's scope/budget) incurred during the period of the contract are eligible for reimbursement. The Grantee may submit multiple reimbursement requests, monthly at most, during the contract period. The final reimbursement request must be submitted no later than 30 days after the contract end date. Ten percent of available funds will be withheld until all deliverables are met. Funds issued pursuant to this Opportunity must be expended and match documented on or before the contract end date of June 30, 2026. Any funds not used within the contract period will be released back to the state.

I. OWNERSHIP AND ACKNOWLEDGEMENT: The Grantee shall acknowledge funding from MADMF on all products for public distribution and viewing including PowerPoint presentations, press releases, fact sheets, brochures, reports, web content and signs. It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging the MADMF as a source of funds for the project.

3. Instructions for Application Submission

A. APPLICATION SUBMISSION INSTRUCTIONS: Complete applications must be received by March 20th at 5PM. Any application received after the deadline will be rejected. Applications may be submitted via email to wayne.castonguay@mass.gov. All form instructions and required documents are available through the online application. Failure to enter information in any of the required fields or to submit required attachments may result in the disqualification of the application.

Applications must not be longer than 3 pages and must include the following:

1. Name, address, and contact information of entity applying
2. Proposed project name
3. Requested start and end dates
4. Relevant background information on proposed project
5. Applicant experience, including partnerships involved in proposal
6. Description of proposed project and deliverables
7. Project timeline
8. Budget

B. ADDITIONAL REQUIRED DOCUMENTATION: If selected, the Respondent will be required to submit the following forms to complete a contract:

- Commonwealth Standard Contract Form, filled out and signed by the Respondent
- Commonwealth Terms and Conditions, filled out and signed by the Respondent
- Commonwealth W-9 tax information form, filled out and signed by the Respondent
- Completed Contractor Authorized Signature Verification Form
- Commonwealth Electronic Funds Transfer Form filled out and signed by the Respondent.

Respondents are encouraged to review these forms prior to submission of a response to understand the requirements for receipt of funds. They are available as Attachments to this document. These forms do not need to be filled out unless the Respondent is awarded a grant.

C. EVALUATION CRITERIA: The MADMF will evaluate all complete and responsive proposals on a competitive basis and select projects that obtain the highest scores. MADMF reserves the right to request additional, clarifying information from the applicant during the evaluation period, and to reject any or all proposals that do not meet the goals and terms of this Grant Opportunity. Each proposal will be reviewed based on the criteria and point values below. Applicants must agree to provide all required supporting documentation as part of the application.

- Rationale and innovativeness (20%) – This criterion assess whether there is intrinsic value in the proposed work. For this criterion, applicants will be evaluated based on the following:
    - How likely is the problem going to be addressed via this project?
    - Do the contractors demonstrate adequate knowledge and understanding in the goals and objectives of this grant?
    - Is the proposed activity innovative and/or does it use proven methods to address the issue?
- Meeting project goals and objectives, methods and feasibility (40%) - This criterion assesses

whether the approach is technically sound, if the methods are appropriate, whether there are clear project goals and objectives. For this criterion, applicants will be evaluated based on the following:

- Are the project's objectives clear and attainable?
- Do the project's objectives address and have an impact on problems outlined in the RFR?
- Is the technical approach, design, and proposed methodology adequate and reasonable?
- Is there an element of risk in the project? If so, what are the chances of success?
- Is the proposed time frame appropriate to complete the project?

- Qualifications and/or Promise of the contractor team (10%) - This criterion assesses whether the applicant and partner possess the necessary education, experience, training, facilities, and administrative resources to accomplish the proposed activities. For this criterion, applicants will be evaluated based on the following:
  - Is the contractor team qualified to conduct the project?
- Potential to lay the groundwork for future investment (30%) - This criterion assesses whether the project effectively establishes a program which can be expanded upon in the future with additional State or other resources. For this criterion, applicants will be evaluated based on the following:
  - Does the project contractor have the ability and likelihood of continuing and/or expanding the effort in the future?
  - What is the likelihood that the proposed work will be continued with or without future DMF support?
  - Is there an appropriate type and level of collaboration with other internal and external stakeholders?
  - Will the project identify and/or create pathway(s) for the proposed work to be continued or expanded upon in the future?
  - Will the project serve as a model and/or help inspire other entities?

4. Deadlines and Procurement Calendar

A. RELEASE OF GRANT OPPORTUNITY: March 3, 2026

B. INFORMATION SESSION: No information session is scheduled currently.

C. APPLICATION DUE DATE: March 20, 2026 at 5PM.

D. ESTIMATED AWARD DATE: The Commonwealth of Massachusetts' decisions are estimated to be announced on or about 7 days after the grant application deadline.

E. ESTIMATED CONTRACT START DATE: Notwithstanding any verbal representations by the parties, or an earlier start date listed in the Standard Contract Form, and only after an award isissued and a final scope of services has been negotiated, the effective start date of a contract shall be the latest of the following dates: the date the Standard Contract Form has been executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the Standard Contract Form. The earliest start date for contracts resulting from this Grant Opportunity is April 1, 2026.

5. Miscellaneous

A. TYPE OF PROCUREMENT: Grant

B. USE OF THIS PROCUREMENT BY SINGLE OR MULTIPLE DEPARTMENTS: This Grant Opportunity is a single department procurement. All contracts awarded under this Grant will be utilized solely by the MADMF.

C. REQUEST FOR SINGLE OR MULTIPLE RECIPIENTS: This Grant Opportunity may result in multiple contracts.

D. RFR DISTRIBUTION METHOD: This Grant Opportunity has been distributed electronically via COMMBUYS. It is the responsibility of every Applicant to check COMMBUYS for any addenda or modifications to an Grant Opportunity to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended Grant Opportunity and submit inadequate or incorrect responses. Potential Respondents are advised to check the "last change" field on the summary page of Grant Opportunity for which they intend to submit a response to ensure they have the most recent Grant Opportunity files.

Respondents may not alter grant language or any grant component files. Those submitting a proposal must respond in accordance with the grant directions and complete only those sections that prompt a response. Modifications to the body of this grant, specifications, terms and conditions, or which change the intent of this grant are prohibited. Any unauthorized alterations will disqualify response.

All contracts shall be subject to available funding, whether through the appropriation and authorization of sufficient funds or the receipt of sufficient revenues. If available funding ceases for any reason, a contract shall be deemed under suspension and contract performance must halt. A contractor will not be entitled to compensation for any performance provided during the period of contract suspension. MADMF may lift the suspension if available funding is received. In the absence of foreseeable available funding, MADMF may terminate the contract.

E. LIST OF ATTACHMENTS:

1. Application Form Template (all applicants must apply online) [If applicable]
2. Sample Standard Contract Form and Instructions
3. Sample Authorized Signatory Listing
4. Commonwealth Standard Terms and Conditions
5. Sample W-9 Form
6. Sample Authorization of Electronic Funds Payment form

Cape Cod European Green Crab Reduction Program Grant Opportunity
Funded by MA DMF
DMF RFR Number: DMF-26020

Applicant Information:

Christina Lovely
Marine Fisheries Biologist
Town of Falmouth
Marine & Environmental Services
180 Scranton Avenue
Falmouth MA, 02540
508-457-2550

Proposed project name:
2026 Non-native Crab Reduction Program

Requested start and end dates:
April 2026 – August 2026

Relevant background information on proposed project:
Cape Cod estuaries are home to large populations of green crab (*Carcinus maenas), a* non-native species that preys on shellfish. The green crab is blamed for the destruction in the 1950s of softshell clam (*Mya arenaria*) fisheries in New England. In 1938 New England fishermen brought in 14.5 million pounds of the softshell clam, a record high. By 1959, that number had dropped to 2.3 million pounds. During these same years, the range of the green crab expanded. Falmouth's once valuable softshell clam fishery has been commercially nonexistent.

In the fall of 2014 commercial fisheries observed the largest recruitment of softshell clam in over a decade. In addition to serving as a harvestable population, this seed class also provides a large spawn for future populations. One of the most effective management strategies the Town of Falmouth can immediately employ to protect and promote this resource is to reduce predation on the stock by green crabs. Reducing green crab numbers benefits other shellfish resources including mussels, oysters, and quahogs.

A green crab trapping program was initiated by MES in 2015 to protect the Town's investment and promote the success of its fisheries. In July 2015, 65 commercial crab traps were placed below the low water mark in 46 feet of water, along the shoreline in Falmouth's Green Pond estuary. Each trap was marked with a small buoy and uniquely numbered. Traps were placed approximately 200 feet apart to encompass as much of the estuary as possible, with 34 traps placed in the southern end of the estuary (south of Menauhant Road) and 31 traps placed in the northern end of the estuary (north of Menauhant Road). Priority was made to avoid impact on navigation, as well as areas immediately adjacent to docks, moorings, and access points. Traps were tended weekly from July to November 2015. Traps were baited with various fish racks (including bluefish, scup, swordfish, halibut, black sea bass, and mackerel) collected from local commercial fishing charters or drilled local shellfish (oysters and quahogs). In July and August traps were tended by the town's fisheries biologist, during which time biological data including sex, reproduction stage, molting, and size distribution data was collected. For the remainder of the trapping study, traps were tended by a hired fisherman, during which time only a total count and general observations were recorded. Trapping efforts in the northern section of the estuary were terminated in August following low catch rates. All landed green crabs were utilized as free bait by local charter boats and research specimens by Marine Biological Laboratory.

Over the five-month trapping period, approximately 4,500 green crabs were removed from the estuary. On average approximately 300 crabs were removed each week. Crab catch rate varied week to week, with an observable decline in mid-November. Consistent with previous observations, crab density was highest

towards the mouth of the estuary (southern end) and declined towards the head (northern end) of the estuary. Traps with high crab counts varied week to week, suggesting no regions of higher crab density within the southern end of the estuary. All green crabs collected were mature adults, of sizes greater than 20 mm in carapace width (~0.75 in). Between July and August 577 male and 459 females were collected.

While crab catch rates were high, more than one year of consistent trapping is necessary to determine the impacts of trapping on the softshell clam fishery. Removing mature females is key to green crab management, as it prevents new broods of larvae from hatching. Research shows that female green crabs produce 185,000 eggs twice in one season. Other management methods have been proposed including biological and chemical methods, however research for the implementation of these methods is lacking. Currently trapping seems to be the most viable option for green crab control.

It is important for Falmouth to continue trapping efforts in hope of minimizing crab impacts. The trapping program should be continued in subsequent years with efforts focused from May through November, when crab activity is highest. Continuation of the trapping program will aide in understanding when best to target females, when reproduction occurs in specific areas, seasonal migrations, habitat preference, and bait preference. Additionally, knowledge gained by extensive trapping can be applied to future green crab management in other estuaries.

This proposed project builds on previous crab trapping work done by the Town, and seeks to use the program as an educational opportunity for students to learn about the impacts of non-native species in a real hands-on field project.

Applicant experience, including partnerships involved in proposal:
Applicant has previous experience leading Falmouth's crab trapping program from 2015-2016, as well as experience mentoring students in biological science projects. Applicant has specific experience with *C. meanas* behaviors relating to shellfish aquaculture, resulting in peer-reviewed publication.

Lovely CM, O'Connor NJ, and Judge ML. 2015. Abundance of non-native crabs in intertidal habitats of New England with natural and artificial structure. PeerJ 3:e1246 https://doi.org/10.7717/peerj.1246

Description of proposed project and deliverables:
Marked traps will be placed below the low water mark in 4-6 feet of water, along the shoreline of suitable estuaries (e.g. Green Pond and West Falmouth Harbor). All landed green crabs will be utilized as free bait by local fisherman for commercial tautog, black sea bass, and whelk fishing; biomass for a new pilot compost pile in partnership with the Falmouth DPW; and/or and research specimens partner science organizations.

Project timeline:
April - May 2026: Purchase of new gear including large traps, bait barrels, chest freezer, ice maker
June 2026: Meet with volunteers and interns to discuss trapping project locations and methodology
June 2026: Traps deployed to select estuary sites for identification of green crab hot spots/trapping focus
June 2026: Full contingent of traps deployed to suitable sites
June - early August 2026: weekly checking and re-baiting of traps, data collection of crabs
August 2026: Interns present findings in either report document or PowerPoint presentation to MES department
September 2026: MES presents project findings to public via presentation

Budget:

Ice maker	$1,500.00
Chest freezer	$500.00
Bait barrels (3)	$300.00
Larger crab traps / gear allowance	$2,000.00
Fish totes	$300.00
Total Budget	$4,600.00

Falmouth proposes a budget for trapping of green crabs to include the following items: an ice maker, chest freezer, bait barrels, larger traps, and fish totes. An Ice maker will be used for icing down donated bait from local commercial charter fishing boats until it can be stored in a freezer. Having a reliable source of ice always on site during the trapping season greatly improves the ability to collect free donated bait, and this is our primary source of bait for crab trapping. A chest freezer will be used for storing either bait and/or crabs. Bait barrels will be used for ease of deploying bait to traps. Prior experience has been re-baiting bait bags is cumbersome and immensely time consuming, partly due to the effort required to cut fish racks to a suitable size to fit in the bags. After speaking with some local commercial fisherman about crab trapping including collaboration, the feedback we gathered was that we are better served with using some larger commercial traps, rather than the smaller traps that we currently have. Fish totes will be used for collecting/moving bait donated from local commercial charter fishing boats.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a request from Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practices on Saturdays from April - December 2026 at Marina Park from 9:00 - 11:30 a.m.

Purpose:
The Select Board will consider the approval of a request Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practice at Marina Park on Saturday mornings from April-December 2026.

Background/Summary:

- The applicant, Cape Cod Guang Ping Tai Ji Club, is a non-profit organization dedicated to promoting the practice of Tai Ji Quan within the community and is requesting a full waiver of the permit fee.
- According to the application, each year the club moves its practice outdoors on Saturdays once the weather improves and has been utilizing Marine Park.
- In accordance with the approved Fee Schedule, the permit fee for this event is calculated based upon the following formula: $25.00/day permit fee X 35 days = $875.
- Over the course of the previous five years, the Select Board took the following action on the request from the applicant to waive the special event permit fee:
    - In 2025 the Board voted to waive the permit fee.
    - In 2024 the Board voted to waive the permit fee.
    - In 2023 the Board voted to waive the permit fee.
    - In 2022 the Board voted to waive the permit fee.
    - In 2021 the Board voted to reduce the permit fee to $287.50.

Recommended Actions:
Department Recommendation:
Based upon the Select Board's previous decisions to waive the special event permit fees since 2022, the department is recommending that the Select Board approve the request from Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practice

at Marina Park on Saturday mornings from April-December 2025.

Options:

- Motion to approve the request from Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practice at Marina Park on Saturday mornings from April-December 2026.
- Motion to deny approval of the request from Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practice at Marina Park on Saturday mornings from April-December 2026.
- Motion to reduce the special event permit fee to a certain Board-specified amount.

Town Manager's Comments:
Based upon the Select Board's previous decisions to waive the special event permit fees since 2022, the Town Manager is recommending that the Select Board approve the request from Cape Cod Guang Ping Tai Ji Quan Club for a waiver of the special event permit fee for the Tai Ji Practice at Marina Park on Saturday mornings from April-December 2025.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. Fee Waiver Policy - Select Board Adopted 2016-02-11
2. Fee Waiver Summary - Tai Ji
3. Tai Ji Permit

Select Board
Fee Waiver Policy
Adopted February 11, 2016

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

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

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

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

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

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

II. Special Events Fees and Use Charges Policy

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

Select Board Fee Waiver Policy (continued)

Daily Fees:

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

Recurring Events:

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

Fee Waivers:

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

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

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

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

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

Request for Fee Waiver:

Practice and Teach Tai Ji
Cape Cod Guang Ping Tai Ji Quan Club

Location: Band shell side of Marina Park
Dates: Saturdays, April – December
Time: 9:00 a.m. to 11:30 a.m.

Notes:

Cape Cod Guang Ping Tai Ji Quan Club is requesting a waiver of the permit fee.

The Select Board has voted in recent past years to waive or reduce the fee as follows:

In 2025: Waived
In 2024: Waived
In 2023: Waived
In 2022: Waived
In 2021: Reduced to $287.50

If the Board votes to reduce the permit fee:
The calculation of the standard reduction in permit fee is as follows:

$25.00 per day permit fee x 35 days = $875

First and last day = $50

Remaining days (33) x $25 = $825 - $618.75 (75% reduction) = $206.25

$206.25 + 50 = $250.25 permit fee

Cape Cod Guan Ping Tai Ji Quan Club 廣平太極拳

RECEIVED
JAN 28 2026
SELECT BOARD OFFICE

January 28, 2026

Town of Falmouth Selectboard
59 Town Hall Square
Falmouth MA 02540

Dear Selectboard,

I am writing on behalf of the Cape Cod Guang Ping Tai Ji Quan Club, a non-profit organization dedicated to promoting the practice of Tai Ji Quan in our community. Each year, we move practice outside once the weather gets nice. The Bigelow Marine Park is one location we have used on Saturday mornings consistently for over a decade. We request a waiver of the special event permit fee to practice there for 1.5 hours each week, weather permitting.

As a non-profit organization, the permit fee for this weekly request is a significant expense for us and would affect our members by increasing their dues.

Our weekly practice not only benefits our organization but also the community at large. It will allow individuals to learn more about the benefits of Tai Ji and consider incorporating it as a daily physical activity. We believe this public location aligns with the Town of Falmouth's mission to promote health and wellness in the community and our mission to share our skills with anyone wanting to try tai ji.

We understand that the Town has limited resources and greatly appreciate any consideration of our request. We carry 2 million in liability insurance and have supplied the Town with a copy of this certificate.

Thank you for your time and consideration. We look forward to hearing back from you soon.

Sincerely,

Dianne Marshall
President
Cape Cod Guang Ping Tai Ji Quan Club
www.capecodtaiji.org

Town of Falmouth
Office of the Town Manager and Select Board
59 Town Hall Square · Falmouth, MA 02540
(508) 495-7320 · townmanager@falmouthma.gov

SPECIAL EVENT PERMIT

Event Name	**Tai Ji Practice**
Type of Event	Practice and Teach Tai Ji
Applicant Name	Cape Cod Guang Ping Tai Ji Quan Club, Dianne Marshall
Mailing Address	467 Teaticket Hwy., Teaticket, MA 02536
Event Day & Date	**Saturdays, April – December, 2026**
Rain Date	Saturdays at Gus Canty Recreation Center (except July & August – Rec. Center closed)
Event Location	Marine Park
Event Hours	9:00 a.m. to 11:30 a.m.
Set-Up / Break Down	Same day
Number of Attendees	10 – 15
Number of Vehicles	8 – 10
Parking Plan	Use of public parking spaces at Marina Park.
Signs	No
Tents	No
Food / Beverages	No
Alcohol	No
Entertainment	No
Additional Details	When Marina Park is not available, will use Ellis Lewis Park (right hand side) behind town hall.
Standard Conditions	1. Contact the following Town Departments (checked) 30 days prior to event: ☐ Police Detail Sergeant for public safety requirements. ☐ Fire Department for EMS or fire detail coordination. ☐ Fire Department for inspection of food trucks. ☐ Inspectional Services for tent permit and inspection for tents greater than 400 sq. ft. with sides, or 700 sq. ft. without sides. Contact Dig Safe prior to installation. ☐ Inspectional Services for sign permit. ☐ Health Department for temporary food permit and to schedule inspection. ☒ Recreation Department to reserve field/ball field. ☐ Recreation Department to pick up key to access electricity at band shell. 2. No permanent markings on pavement. 3. Follow the "Recycling Instructions for Special Events", attached. 4. Check the location following the event to clean up any litter or debris.
Special Conditions	1.
Insurance Certificate	Naming the Town of Falmouth as additional insured.
Fees	Filing: $10.00 · Permit: $25.00/day x 35 days = $875.00 · Deposit: $300.00 (separate check)

APPROVED:

_____ _____

Town Manager Date

Office of the Town Manager & Select Board
59 Town Hall Square · Falmouth, MA 02540
Telephone (508) 495-7320 · Email townmanager@falmouthma.gov

PAID $10.00 cash

RECEIVED JAN 28 2026 SELECT BOARD OFFICE

Application for Special Events

CONTACT INFORMATION

Applicant's Name: Cape Cod Guang Ping Tai Ji Quan Club

Mailing Address: 467 Teaticket Hwy, Teaticket, MA 02536

Phone: _____ Cell Phone: 508.274.5043

E-Mail: capecodtaiji@gmail.com

EVENT DETAILS

Name of Event: Practice and teach tai chi

Type of Event: Tai chi practice outdoors 1 day a week

Description of Event: Warm-up exercises, training, teaching, and performing the 64 moves

(Attach a narrative describing the event on a separate sheet if more space is needed.)

Event Day & Date: Day Saturdays Date April - December

Rain Date: Day Saturdays Date Indoors at Gus Canty

Event Hours: From: 9:00 am To: 11:30 am

Setup Date: N/A Time: _____ Breakdown Date: N/A Time: _____

Location Requested:

1st Choice: Bigelow Marine Park, on the grass in front of the bandshell

2nd Choice: Ellis Lewis Park, behind Town Hall

Number of Attendees: 10-15 Number of Vehicles: 8-10

Parking Plan: N/A

Solid Waste & Recycling Plan: N/A

(Please see Solid Waste & Recycling Information, attached.)

Check all that apply and provide a description of each in the space provided:

☐ Road race _____ *(include route map, see attached road race rules and sign)*

☐ Walk/bike _____ *(include route map)*

☐ Use of Shining Sea Bike Path _____ *(see attached bike path rules and sign)*

☐ Chairs _____ Tables _____

☐ Barriers _____

☐ Alcoholic beverages _____ *(apply for One-Day Liquor license)*

☐ Entertainment _____ *(apply for Sunday/Entertainment license)*

☐ *Tents Quantity _____ Size _____ Location _____

☐ *Signs Quantity _____ Size _____ Location _____

☐ *Food or beverages _____

**Apply for Tents, Signs, and Food Service Permits at: https://www.falmouthma.gov/313/Online-Permitting*

ADDITONAL REQUESTS: *(Use of restroom facilities, electricity, etc.)*

_____

_____

Applicant's Signature: Dianne Marshall Date: Jan 28, 2026

References: 1. _____ Phone: _____

2 Phone:

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive event being held on the Library Lawn and Peg Noonan Park from Friday to Sunday, June 12 to 14, 2026

Purpose:
The Select Board will consider the approval of a request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive Festival on the Library Lawn, Peg Noonan Park and Shore Street Extension on Friday, June 12, Saturday, June 13, and Sunday, June 14, 2026.

Background/Summary:

- The applicant, ArtsFalmouth, Inc., is a nonprofit organization and is requesting a full waiver of the special event permit fee.
- The event celebrates and supports local artists and performers and is free and open to all.
- In accordance with the approved Fee Schedule, the permit fee for this event is calculated based upon the following formula: $200.00/day permit fee X 3 days = $600.
- Over the course of the previous nine years, the Select Board has voted to waive the entire special event permit fee for this event, with the exception of 2021 when it approved a fee of $150.
- The event will take place on Friday, June 12 (5:00 PM-9:00 PM), Saturday, June 13 (10:00 AM- 9:00 PM) and Sunday, June 14, 2026 (11:00 AM- 5:00 PM).
- Like last year, the event is expected to attract between 2,500 and 5,000 attendees.

Recommended Actions:

Department Recommendation:
Based upon the Select Board's previous decisions to waive the special event permit fees in their entirety, with the exception of 2021, the department recommendation is that the Select Board approve the request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive Festival on the Library Lawn, Peg Noonan Park and Shore Street Extension on Friday, June 12, Saturday, June 13, and Sunday, June 14, 2026 as presented.

Options:

- Motion to approve the request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive Festival on the Library Lawn, Peg Noonan Park and Shore Street Extension on Friday, June 12, Saturday, June 13, and Sunday, June 14, 2026 as presented.
- Motion to deny the request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive Festival on the Library Lawn, Peg Noonan Park and Shore Street Extension on Friday, June 12, Saturday, June 13, and Sunday, June 14, 2026 as presented.
- Motion to reduce the special event permit fee to a certain Board-specified amount.

Town Manager's Comments:
Based upon the Select Board's previous decisions to waive the special event permit fees in their entirety, with the exception of 2021, the Town Manager recommends that the Select Board approve the request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for the Arts Alive Festival on the Library Lawn, Peg Noonan Park and Shore Street Extension on Friday, June 12, Saturday, June 13, and Sunday, June 14, 2026 as presented.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. Fee Waiver Summary - Arts Alive
2. Arts Alive Request for Fee Waiver

Request for Fee Waiver:

Arts Alive Festival
ArtsFalmouth, Inc.

Location: Falmouth Public Library Lawn, Shore Street Extension, Peg Noonan Park
Dates: Friday, June 12. Saturday, June 13. Sunday, June 14, 2026.
Times: Friday-5:00 – 9:00 p.m. Saturday-10:00 a.m. – 9:00 p.m. Sunday-11:00 a.m. – 5:00 p.m.

Notes:

ArtsFalmouth, Inc. is requesting a waiver of the special event permit fee.

The Select Board has voted in recent past years as follows:

2025 Waived
2024 Waived
2023 Waived
2022 Waived
2021 Reduced to $150
2020 -
2019 Waived
2018 Waived
2017 Waived

If the Board votes to reduce the permit fee:
The calculation of the standard reduction in permit fee is as follows:

$200.00 per day permit fee x 3 days = $600.00

First and last = $400.00

1 day x $200.00 = $200.00 - $150.00 (75% reduction) = $50.00

$400.00 + $50.00

= $450.00 permit fee

Application for a Special Event: Arts Falmouth, Inc./Arts Alive 2026

Narrative Description of the Event

ArtsFalmouth proposes holding its annual Arts Alive festival on Friday, June 12, from 5 to 9 PM; Saturday, June 13 from 9:30 AM to 9 PM; and Sunday, June 14, from 11 AM to 5 PM on the Falmouth Library Lawn, on Shore Street Extension, and at Peg Noonan Park. The event is free and open to all.

We expect that the three tents will be set up on the Library Lawn on Wednesday, June 10: one 30'X60' foot tent; one 20'X40' tent, and one 15'X15' tent. The two larger tents will have sides at one end only and streamer lighting for performances. The smallest tent will not have sides or lighting. It will be used for arts activities. It is expected that these tents will be removed Monday, June 15.

Arts Alive is a lively three-day celebration of the performing, visual, and literary arts. It includes an artisan's market with handcrafted wares made by artists and craftspeople from the Upper Cape and nearby; a wide array of musical, theatrical, dance, and children's performances and events; plus, art demonstrations and participatory creative activities, storytelling, and more. We are continuing our collaboration with community organizations to share information about available services. The event will celebrate the 250th anniversary of the American Revolution, Juneteenth and honor African American culture, Native American culture, and Pride Month. Arts Alive is a multicultural event that celebrates diversity and inclusion, brings people together, and is accessible to people with disabilities.

The event is a popular arts festival that celebrates the beginning of summer for residents and visitors alike. It benefits local artists by providing a well-attended market for them to sell their wares; and it benefits local performers by giving them performance time and publicity, as well as small payments.

Arts Alive begins Friday evening with performances from 5 to 7 PM, followed by the popular Town Dance from 7 to 9 PM, and extends through Sunday afternoon at 5 PM, with a wide variety of performances.

The large (30'X60') tent is for larger performance groups (dance groups, theatre companies, and bands with more than 3 or 4 members) and the smaller (20'X40') tent is for solo, duo, trio, and quartet performances. The smallest tent (15'X15') is for children's and adult art activities, participatory art activities, author/book talks, storytelling, and acoustic performances.

Chairs (120) and tables (21) will be provided under the tents.

Artisan tents and select food trucks will be set up along the sides of Shore Street Ext., allowing short distances between the 10' x 10' vendor tents for air flow throughout the artisan and food vendor area. We require that tents be secured with at least 20 pounds of weights per leg to prevent them from blowing away.

Peg Noonan Park will also be used for 10' x 10' artisan vendor tents, which will be separated from each other to promote social distancing and aid air flow. Tents must be staked and weighted. Music performances may also take place on the stage at Peg Noonan Park.

A limited number of 10' x 10' tents for nonprofit organizations and groups will be allowed in designated areas on the Falmouth Public Library Lawn. These groups understand that sales are prohibited on the Library Lawn.

Public restrooms are available at Peg Noonan Park. A bouse house will be provided for vendors in the Shore Street Ext area.

Arts Alive ends at 5 PM on Sunday, at which time vendor tents and other equipment will be removed from all three areas. It generally takes about an hour for vendors to remove their tents. We expect that Shore Street will be clear of vendors by 7 PM Sunday evening.

The three tents provided by the tent contractor will be removed by them on Monday, June 15.

Request for Closure of Shore Street Extension:

We are again requesting the Town's permission to temporarily close Shore Street Ext. to traffic from dawn on Friday, June 12, until 8 PM on Sunday, June 15 (though we expect to reopen it by 6 or 7 PM) to allow vendors to remove their tents.

We request that signs prohibiting overnight parking be placed along the street on Thursday, June 11.

We will follow the usual procedures for Arts Alive:

We will coordinate with the Town of Falmouth and the Falmouth Public Library early on to mark private utilities on the Library Lawn to avoid last-minute issues.

The tent company will arrange for public and private Dig Safe markings.

We will obtain the necessary tent permits and inspections from the Building Department, with the assistance of the tent rental company.

We will require that food vendors have permits from the Health Department.

We request the use of town restrooms at Peg Noonan Park until the festival closes each day.

We will ask the DPW for extra trash barrels and their servicing.

We will contact Cavossa Disposal for recycling barrels.

Volunteers will patrol the area during event days to remove any trash or litter.

We will provide security on Friday and Saturday nights but will ask the Falmouth Police Department to patrol the area when they are able.

Request of Waiver of Event Fee:

We request that the Town waive the fee for this event. ArtsFalmouth, Inc. is a nonprofit organization, and the Arts Alive festival is free and open to all, celebrating and supporting our local artists and performers and providing an enjoyable weekend for residents and visitors. The expenses of putting on the festival are substantial, and the unpaid volunteer organizers work hard not only to organize the event, but also to raise funds through grants and contributions to make it possible. A fee waiver helps support our fundraising efforts and recognizes the contribution that Arts Alive makes to the Town of Falmouth and our local creative economy.

Town of Falmouth
Office of the Town Manager and Select Board
59 Town Hall Square · Falmouth, MA 02540
(508) 495-7320 · townmanager@falmouthma.gov

SPECIAL EVENT PERMIT

Event Name	**Arts Alive**
Type of Event	Arts, crafts, music, performance festival
Applicant Name	ArtsFalmouth, Inc.
Mailing Address	P.O. Box 136, Falmouth, MA 02541
Event Day & Date	**Friday, June 12; Saturday, June 13 and Sunday, June 14, 2026**
Rain Date	None
Event Location	Falmouth Public Library Lawn, Shore Street Extension, Peg Noonan Park
Event Hours	Friday: 5:00 p.m.-9:00 p.m. Saturday: 10:00 a.m.-9:00 p.m. Sunday: 11:00 a.m.-5:00 p.m.
Set-Up / Break Down	Wednesday, 6/10 – all day / Monday, 6/15 – morning
Number of Attendees	2,500 – 5,000
Number of Vehicles	
Parking Plan	**Public parking lots, street parking, Mullen-Hall school parking lot**
Signs	No.
Tents	Yes. One, 30' x 60'. One, 20' x 40'. One, 15' x 15'. 10' x 10' vendor tents.
Food / Beverages	Yes. 3 food vendors.
Alcohol	No.
Entertainment	Yes, theatrical, musical, and dance performances.
Additional Details	-Close Shore St. Ext. from dawn on Friday, 6/12 until 8:00 p.m. on Sunday, 6/14. -Request signs prohibiting overnight parking placed along Shore St. Ext. Thursday, 6/11. -Organizer will contact Dig Safe before installing tents. -Organizer will provide security on Friday and Saturday nights, and is requesting the Falmouth Police to patrol the area as well. -Organizer will contact Cavossa for recycling barrels.
Standard Conditions	1. Contact the following (checked) Town Departments 30 days prior to event: ☒ Police Detail Sergeant for public safety requirements. ☒ Fire Department for EMS or fire detail coordination. ☒ Fire Department for inspection of food trucks. ☒ Inspectional Services for tent permit and inspection for tents greater than 400 sq. ft. with sides, or 700 sq. ft. without sides. Contact Dig Safe prior to installation. ☐ Inspectional Services for sign permit. ☒ Health Department for temporary food permit and to schedule inspection. ☐ Recreation Department to reserve field/ball field. 2. No permanent markings on pavement. 3. Follow the "Recycling Instructions for Special Events", attached. 4. Check the location following the event to clean up any litter or debris.
Insurance Certificate	Naming the Town of Falmouth as additional insured.
Fees	Filing: $10.00 · Permit: $200.00/day = $600.00 · Deposit: $300.00 (separate check)

APPROVED:

Michael Renshaw — 3/18/2026

Town Manager — Date

ARTS FALMOUTH

P0 Box 136, Falmouth, MA 02541
ArtsFalmouth.org • info@artsfalmouth.org

RECEIVED
MAR - 2 2026
SELECT BOARD OFFICE

March 2, 2026

Diane Davidson
Office of the Town Manager and Select Board
Town Manager's Internal Working Group for Special Events
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Dear Diane,

Enclosed is ArtsFalmouth, Inc.'s application for a special permit for Arts Alive 2026, including the application, a narrative description, a map showing approximate tent placement on the Falmouth Public Library Lawn (final will be determined based on DigSafe restrictions), and a check for $10 for the application fee.

Please let me know if you have any questions or need any additional information.

Thank you for your assistance.

Sincerely,

Marilyn J. Rowland, President
ArtsFalmouth, Inc.
508-524-4525
marilynrowland@gmail.com
info@artsfalmouth.org

Town of Falmouth

PAID $10.00 ck#1405

Return this page

RECEIVED
MAR - 2 2026
SELECT BOARD OFFICE

Office of the Town Manager & Select Board
59 Town Hall Square · Falmouth, MA 02540
Telephone (508) 495-7320 · Email townmanager@falmouthma.gov

Application for Special Events

CONTACT INFORMATION

Applicant's Name: ArtsFalmouth, Inc.

Mailing Address: P.O. Box 136, Falmouth, MA 02541

Phone: _____ Cell Phone: 508-524-4525

E-Mail: info@artsfalmouth.org

EVENT DETAILS

Name of Event: Arts Alive 2026

Type of Event: Music and Art festival

Description of Event: Annual 3-day festival of the arts with performances, artisan vendors, activities (See narrativet)

(Attach a narrative describing the event on a separate sheet if more space is needed.)

Event Day & Date: Day Fri, Sat, Sun Date June 12 to 14, 2026

Rain Date: Day _____ Date _____

Event Hours: From: 5 to 9 PM Fri; 10 AM to 9 PM Sat To: 11 AM to 5 PM on Sunday

Setup Date: Wed, June 10 Time: 10 AM to 4 PM Breakdown Date: Mon, June 15 Time: 9 AM to noon

Location Requested:

1st Choice: Falmouth Library Lawn, Peg Noonan Park, and Shore Street Ext (to be closed off)

2nd Choice: _____

Number of Attendees: 2500-5000 Number of Vehicles: off-site

Parking Plan: Public parking at town lots and on street

Solid Waste & Recycling Plan: DPW for trash cans and Cavossa for recycling bins

(Please see Solid Waste & Recycling Information, attached.)

Check all that apply and provide a description of each in the space provided:

- ☐ Road race _____ *(include route map, see attached road race rules and sign)*
- ☐ Walk/bike _____ *(include route map)*
- ☐ Use of Shining Sea Bike Path _____ *(see attached bike path rules and sign)*
- ☒ Chairs 120 Tables 21
- ☒ Barriers DPW saw horses to close off both ends of Shore Street Ext. Friday 5 AM to Sunday 7 PM
- ☐ Alcoholic beverages _____ *(apply for One-Day Liquor license)*
- ☐ Entertainment _____ *(apply for Sunday/Entertainment license)*
- ☒ *Tents Quantity 3 Size 30X60, 20X40, 15X15 Location Falmouth Library Lawn
- ☐ *Signs Quantity _____ Size _____ Location _____
- ☒ *Food or beverages Approximately 3 food vendors

**Apply for Tents, Signs, and Food Service Permits at: https://www.falmouthma.gov/313/Online-Permitting*

ADDITONAL REQUESTS: *(Use of restroom facilities, electricity, etc.)*

Public rest rooms at Peg Noonan Park, electricity at Library Lawn and Peg Noonan Park. We will supply a porta-potty in Library parking lot off Shore Street Ext for vendors

Applicant's Signature: _____ Date: _____

References:

1. Laura Reckford, Falmouth Art Center Phone: 508-540-3304
2. Karen Rinaldo, Gallery on Main Phone: 508-444-6073
3. Kurt Achin, Falmouth Community Television Phone: 508-457-0080

Arts Alive 2026, Special Events Permit map, ArtsFair



ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Diane Davidson, Office Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Consider a request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for Artisans at the Harbor at Marina Park (band shell side) on Thursdays from June 25 to August 27, 2026 from 11:00 a.m. to 4:00 p.m.

Purpose:
The Select Board will consider the approval of a request from ArtsFalmouth, Inc. for a waiver of the special event permit fee for Artisans at the Harbor on the band shell side of Marina Park on Thursdays from June 25 - August 27, 2026 from 11:00 a.m. to 4:00 p.m.

Background/Summary:

- ArtsFalmouth, Inc. applied for a special event permit for Artisans at the Harbor on January 29, 2026, and the permit was reviewed by the Special Events Working Group at its meeting on March 9, and the permit was approved.
- The applicant submitted a letter requesting a waiver of the special event permit fees.
- ArtsFalmouth, Inc. is a 501(C)(3) nonprofit organization with the interests of local vendors and musicians.
- In accordance with the approved fee schedule, the permit fee for this event is calculated based upon the following formula:
    - $200 per day permit fee x 10 days = $2,000
    - First and last day = $400
    - 8 days x $200 = $1,600 - $1,200(75% reduction) = $400
    - $400 + $400 = $800 reduced permit fee
- Over the course of the previous 10 years, the Select Board has voted to waive the permit fee for the past 4 years and to reduce the permit fee to $300 prior to that (2017-2021).

Recommended Actions:

Department Recommendation:
The department's recommendation is that the Select Board considers a vote to approve the request from ArtsFalmouth, Inc. to waive the special event permit fee for the Artisans at the Harbor events at Marina Park from June 25 - August 27, 2026.

Options:

- Motion to approve the request from ArtsFalmouth, Inc. to waive the special event permit fee for the Artisans at the Harbor events at Marina Park from June 25 - August 27, 2026.
- Motion to deny the request from ArtsFalmouth, Inc. to waive the special event permit fee for the Artisans at the Harbor events at Marina Park from June 25 - August 27, 2026.
- Motion to reduce the special event permit fee to a certain Board-specified amount.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the request from ArtsFalmouth, Inc. to waive the special event permit fee for the Artisans at the Harbor events at Marina Park from June 25 - August 27, 2026.

Budget:
Applicable? (yes or no):
No.
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A.

Attachments:
1. Fee Waiver Summary - Artisans at the Harbor
2. Artisans at the Harbor-Request Special Event Permit Fee Waiver
3. Permit-2026-Artisans at the Harbor

Request for Fee Waiver:

Artisans at the Harbor
ArtsFalmouth, Inc.

Location: Band shell side of Marina Park
Dates: Thursdays, June 25 – August 27, 2026 (10 days)
Time: 11:00 a.m. – 4:00 p.m.

Notes:

ArtsFalmouth, Inc., is requesting a waiver of the special event permit fee.

The Select Board has voted in recent past years as follows:

ArtsFalmouth, Inc. – Artisans at the Harbor

2025	Waived

Falmouth Art Market

2024	Waived
2023	Waived
2022	Waived
2021	Reduced to $300
2020	Reduced to $300 (but event was cancelled)
2019	Reduced to $300
2018	Reduced to $300
2017	Reduced to $300

If the Board votes to reduce the permit fee:
The calculation of the standard reduction in permit fee is as follows:

$200 per day permit fee x 10 days = $2,000

First and last day = $400

8 days x $200 = $1,600 - $1,200 (75% reduction) = $400

$400 + 400 = $800 permit fee

Diane Precourt
[redacted]
artisansattheharbor@gmail.com

Mike Renshaw
Town Manager
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

April 8th, 2026

Dear Mr. Renshaw:

I am writing regarding the 2026 season of Artisans at the Harbor, held at the Lin Whitehead Bandshell in Falmouth Marina Park. This year, the proposed Market would operate on Thursdays from June 25th to August 27th (10 days in total).

Vendor fees have been kept low to support our local artisans and encourage their participation in the market. These fees support the artisan market structure, flyers, rack cards, signage, and local musicians, as well as the work of ArtsFalmouth, Inc., which provides support to local musicians through events sponsored by ArtsFalmouth, Inc., i.e., Woods Hole Trade Stroll, Arts Alive, and the annual Jazz Stroll. We are a crucial part of ArtsFalmouth, Inc.'s fundraising efforts.

The funds collected from the vendors will be donated to ArtsFalmouth, Inc., which supports year-round projects and events in the arts, culture, and humanities, benefiting our local Falmouth community.

This market has been a fixture in the Cape Cod community for nineteen years, supporting local makers and musicians.

The Artisans at the Harbor committee is requesting a special event permit fee waiver to operate the market this year. We are optimistic for a successful start on Thursday, June 25th, and we ask for your support.

Sincerely,
Diane L. Precourt
Diane L. Precourt
Coordinator/Chair Artisans at the Harbor
Treasurer ArtsFalmouth, Inc.

Town of Falmouth

Office of the Town Manager and Select Board
59 Town Hall Square · Falmouth, MA 02540
(508) 495-7320 · townmanager@falmouthma.gov

SPECIAL EVENT PERMIT

Event Name	**Artisans at the Harbor**
Type of Event	Arts and crafts market
Applicant Name	ArtsFalmouth, Inc., Marilyn Rowland, President
Mailing Address	P.O. Box 136, Falmouth, MA 02541
Event Day & Date	**Thursdays, June 25 through August 27, 2026**
Rain Date	On Friday (June 26 – August 28, 2026)
Event Location	Marine Park, Scranton Ave. in front of band shell
Event Hours	11:00 a.m. – 4:00 p.m.
Set-Up / Break Down	Same day – 9:00 a.m. / Same day – 5:00 p.m.
Number of Attendees	
Number of Vehicles	20 – 25 vehicles parked behind vendor tents at edge of lawn at Marine Park.
Parking Plan	Public parking at Marine Park.
Signs	Yes. On site and off-premises signs. 18" x 24".
Tents	Yes. 20-25, 10' x 10'.
Food / Beverages	No.
Alcohol	No.
Entertainment	Yes. Local musicians, folk, Celtic, etc.
Additional Details	20-25 vendors. Use of electricity at bandshell. Use of public restrooms at Harbormaster.
Standard Conditions	1. Contact the following (checked) Town Departments 30 days prior to event: ☐ Police Detail Sergeant for public safety requirements. ☐ Fire Department for EMS or fire detail coordination. ☐ Fire Department for inspection of food trucks. ☐ Inspectional Services for tent permit and inspection for tents greater than 400 sq. ft. with sides, or 700 sq. ft. without sides. Contact Dig Safe prior to installation. ☐ Inspectional Services for sign permit. ☐ Health Department for temporary/mobile food permit and to schedule inspection. ☒ Recreation Department to reserve field/ball field. ☒ Recreation Department to pick up key to access electricity at band shell. 2. No permanent markings on pavement. 3. Follow the "Recycling Instructions for Special Events", attached. 4. Check the location following the event to clean up any litter or debris.
Special Conditions	1. Vendors to park on the edge of the lawn. 2. Do not set up in the rain.
Insurance Certificate	Naming the Town of Falmouth as additional insured.
Fees	Filing: $10.00 · Permit: $200.00/day x 10 = $2,000.00 · Deposit: $300.00 (separate check)

APPROVED:

Town Manager

3/13/2026
Date

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Matt Lanen, Water Superintendent
Meeting Date: April 13, 2026
Department/Office: Department of Public Works - Water
Item Name: Consider a vote to approve the Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant for conceptual design of the Ashumet Well - new source approval.

Purpose:
A conceptual design of the Ashumet Well for redevelopment and reactivation.

Background/Summary:

- The existing Ashumet Well was constructed as part of the Town's public water supply, but was shut down in 1979 due to groundwater contaminants from the Ashumet Valley Contaminant Plume originating at Massachusetts Military Reservation (MMR).
- Public Water System (PWS) ID 4096000 Falmouth Water Department intends to reactivate the existing well and/or develop a new well under MADEP New Source Permit process to obtain more source water for the system.
- The funds from this grant will help support the conceptual design to provide additional potable water to the community of Falmouth in the foreseeable future.

Recommended Actions:
Department Recommendation:
The Department of Public Works- Water Division recommends that the Select Board approve the submittal of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant for conceptual design of the Ashumet Well as presented.

Options:

- Motion to approve the submittal of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant for conceptual design of the Ashumet Well.
- Motion to deny the submittal of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant for conceptual design of the Ashumet Well.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the submittal of an Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant for conceptual design of the Ashumet Well as presented.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

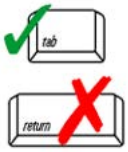
Attachments:
1. Falmouth-WD-4096000-EC-SDC-Grant-Contract-Intake-Form

Massachusetts Department of Environmental Protection

Grant Contract Intake Form

To ensure your grant contract is accurately completed in a timely manner, MassDEP has created the following form to be completed. When completed and submitted, the information will automatically populate the required contract forms. MassDEP will review and return the appropriate forms for your review and signature.

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



Grantees must complete this form using Adobe Reader. For instructions on how to download this free application, see the Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) webpage under the Additional Resources section: https://www.mass.gov/info-details/emerging-contaminants-in-small-or-disadvantaged-communities-grant.

Complete all fields; if not applicable, please indicate as "N/A". *Italicized* fields are not required.

A. Contractor Information

This information will populate the Standard Contract Form and the Contractor Authorized Signatory Listing (CASL). **The grantee is the contractor, contracting with MassDEP for grant funds.**

Contractor Legal Name:

Contractor d/b/a:

Street Address:

Your Address must be a Street Address, it cannot be a P.O. Box.

City: Zip Code:

State (2 Letter Initials):

What is the federal classification of the contractor? (check one)

- ☐ Individual/sole proprietor or single-member
- ☐ S Corporation
- ☐ Trust/estate
- ☐ Other
- ☐ C Corporation
- ☐ Partnership
- ☐ Limited Liability Company (LLC)

LLC Tax Classification:
(C= C Corporation, S = S Corporation, P = Partnership)

Unique Entity Identifier *(enter the full 12 digit/letter code)*:

If your entity does not have a UEI/SAM, please establish one at https://sam.gov/entity-registration

Is the contractor registered with COMMBUYS? ☐ Yes ☐ No

If you have answered "No" to this question, you must register with COMMBUYs to receive grants. Please find below, informational links which may serve as useful tools in assisting your entity with becoming better acquainted with COMMBUYS and its vendor registration process:

COMMBUYS Vendor Registration Web Page: https://www.mass.gov/how-to/commbuys-vendor-registration
Vendor Registration Job-Aid: https://www.mass.gov/doc/commbuys-vendor-registration-job-aid/download

B. The following information is needed to populate the Contract Authorized Signatory Form.

Contract Manager Contact Information

Contact Person's Name:

Title:

Phone Number*: *Phone Number Extension:*

**Enter phone numbers as the following format: xxx-xxx-xxxx*

Fax:

Email Address:

Additional Signatories:

If there are other individuals besides the main contact person listed above, that are authorized as legal representatives of the Contractor, who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf, please list their information below. If only the Contract Manager is authorized to sign, a notary may be needed to complete this contract package.

First Additional Signatory

If only the Contract Manager is authorized to sign, and your organization includes a CFO, Fiscal Manager, Accountant, Finance Director, etc. that person's contact information should be included here.

Name:

Title:

Phone Number: *Phone Number Extension:*

Email Address:

Second Additional Signatory

Name:

Title:

Phone Number: *Phone Number Extension:*

Email Address:

Third Additional Signatory

Name:

Title:

Phone Number: *Phone Number Extension:*

Email Address:

C. Bank and Taxpayer Identification Information

This information will populate the Electronic Funds Transfer form (EFT) and the W-9 form.

Document Included as proof of account: ☐ Voided Check ☐ Bank Letter

Account Holder Information:

Tax Identification Method: Select ONE *(Please enter your 9 digit Identification Number without separations)*

◯ Account Holder EIN:

◯ Account Holder SSN:

Financial Institution Name:

Routing number *(please enter the full 9 digit number):* Account Number:

Account Type: ☐ Checking ☐ Savings

Please check the box next to the statement that describes the account with information included above.

☐ I affirm that payments made to this account are not subject to being transferred to a foreign bank account.

☐ I affirm that payments made to this account are subject to being transferred to a foreign bank account.

Reason For Submission of EFT (check one)

☐ New Enrollment ☐ Change in Enrollment ☐ Cancel Enrollment

If the reason for submission is a change in enrollment, please complete the 4 fields below.

Previous Financial Institution Name:

Previous Routing Number: Previous Account Number:

Previous Account Type: ☐ Checking ☐ Savings

W -9 Certification instructions

Check the following box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

☐

I am an active Commonwealth of Massachusetts state employee: (check one) ☐ Yes ☐ No

After all applicable sections have been completed, including ALL required sections, please submit this form by clicking the submission button. By clicking the "submit form" button, you will be prompted to send this form through Outlook or your mailing application of choice. If you are unable to submit this form, please be sure all required responses have been completed. **The form cannot be submitted if any required response is left blank. Please reach out to andrew.andresco@mass.gov if assistance is needed with submittal of this form.**

Submit Form

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Jeff Lourie, Police Chief
Meeting Date: April 13, 2026
Department/Office: Police Department
Item Name: Consider a vote to approve a request from the Falmouth Police Department to accept a donation of $2000.00 from Bands for Badges as well as in-kind donations of dog food and treats and a 30% discount on K-9 related items from Falmouth Pet Center, in support of the Falmouth Police Department's reestablished K-9 Unit

Purpose:
To request approval from the Select Board to accept a $2000 donation from Bands for Badges, as well as in-kind donations of dog food and treats and a 30% discount omn K-9-related items from Falmouth Pet Center, in support of the Falmouth Police Department's reestablished K9 Unit.

Background/Summary:

- The Falmouth Police Department recently reinstated its K-9 Unit after a 25-year hiatus, enhancing public safety and operational capabilities.
- The current K-9 unit includes one (1) dual-purpose narcotics detection and friendly find K-9, and one (1) explosives and firearms detection K-9.
- The Department is actively fundraising to expand the program by adding one (1) Patrol K9 and one (1) comfort K9 to support community engagement and wellness initiatives.
- Band for Badges has donated $2000 to support the continued development of the K9 Unit.
- Nutrisource has offered to donate dog food and treats for the K9's, reducing ongoing operational costs associated with their care and maintenance.
- Falmouth Pet Center has offered a 30% discount on all K9-related items, further contributing to cost saving and sustainability of the program.
- Acceptance of these donations and discounts will directly support the health, training, and operational readiness of the K9 Unit without additional financial burden on the Town's budget.

Recommended Actions:
Department Recommendation:

The Falmouth Police Department recommends that the Select Board approves the acceptance if the $2000 donation from Bands for Badges, as well as the in-kind donations from Nutrisource and the 30% discount offered by Falmouth Pet Center. These contributions will provide meaningful financial and operational support to the K9 Unit, allowing for continued growth and effectiveness while minimizing taxpayer impact. The acceptance of these donations aligns with the Department's goal of expanding public safety resources through community partnerships and external funding.

Options:

- Motion to accept a donation of $2000.00 from Bands for Badges as well as in-kind donations of dog food and treats and a 30% discount on K-9 related items from Falmouth Pet Center, in support of the Falmouth Police Department's reestablished K-9 Unit.
- Motion to deny acceptance of a donation of $2000.00 from Bands for Badges as well as in-kind donations of dog food and treats and a 30% discount on K-9 related items from Falmouth Pet Center, in support of the Falmouth Police Department's reestablished K-9 Unit.

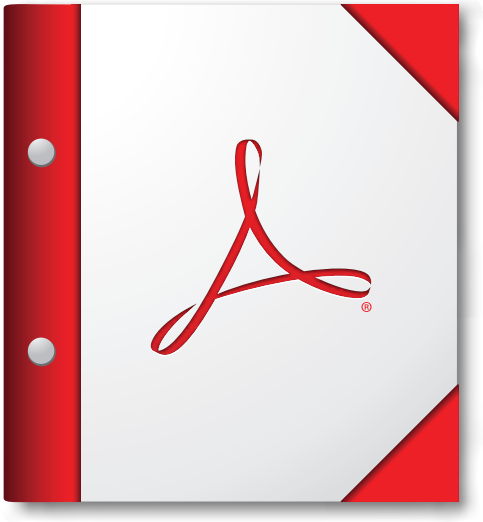
Town Manager's Comments:
The Town Manager recommends that the Select Board accept a donation of $2000.00 from Bands for Badges as well as in-kind donations of dog food and treats and a 30% discount on K-9 related items from Falmouth Pet Center, in support of the Falmouth Police Department's reestablished K-9 Unit.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Donations	Police	28-210-5211-4830		$47,274.31		

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Bands for Badges Donation 04 03 2026
2. Falmouth Pet Center 04 03 2026



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

April 6th, 2026

To Whom It May Concern,

In a combined effort to support Falmouth Police Departments new comfort dog program, Falmouth Pet Center and Nutrisource Dog Food would like cover the cost of feeding the new comfort dog by donating a 26lb bag of Nutrisource dry dog food monthly. Additionally, Falmouth Pet Center will provide a 30% discount off any dog treats and supplies needed to keep the dog happy and healthy.

Thank you,
Douglas Lefebvre
Owner
Falmouth Pet Center
112 Davis Straits
Falmouth MA 02540
508-457-4420

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Discuss and consider a vote to approve the application by Wicked Shuckers, LLC d/b/a Shuckers - 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License, Monday through Sunday from 11:00 am to 1:00 am. A Common Victualler License has also been submitted. **(10 minutes)**

Purpose:
The Select Board will conduct a public hearing and then consider a vote to approve the applications by Wicked Shuckers, LLC d/b/a Shuckers, 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License and a Common Victualler License, which has also been submitted.

Background/Summary:

- Complete applications were received on March 16, 2026.
- A Food Service Establishment Permit and a Certificate of Inspection have been started.
- The included Floor Plan has been approved by the Building Commissioner.
- On March 25, 2026, a House Number Assignment/Change was issued by the Town Engineer's Office to bring the address of the premises into compliance with the Town address policy. The address was changed to 89 Water Street, Suite B1 from the previous address, 91A Water Street.
- The applications were shared with the Fire-Rescue, Police, and Health Departments with the following recommendations:
    - The Police Department has no objection and supports the requirement to update the address to comply with the Town address policy per the Engineering Department.
    - Inspection by the Health Department for a Food Service Permit is pending.
    - Fire-Rescue has no concerns or issues with regards to approval.

Recommended Actions:
Department Recommendation:
The Town Manager's office recommends approval of the applications by Wicked Shuckers, LLC

d/b/a Shuckers, 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License and a Common Victualler License, which has also been submitted.

Options:

- Motion to approve the applications by Wicked Shuckers, LLC d/b/a Shuckers, 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License and a Common Victualler License as presented.
- Motion to deny the applications by Wicked Shuckers, LLC d/b/a Shuckers, 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License and a Common Victualler License.
- Some alternative specified by the Select Board.

Town Manager's Comments:
Following the public hearing, the Town Manager recommends that the Select Board approve the applications by Wicked Shuckers, LLC d/b/a Shuckers, 89 Water Street, Suite B1, for a Seasonal All Alcoholic Beverages Restaurant License and a Common Victualler License, which has also been submitted.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. WICKED SHUCKERS - NOTICE OF PUBLIC HEARING - 04.13.26
2. WICKED SHUCKERS LLC - SHUCKERS liquor license application 04.13.26_
3. SHUCKERS-Wicked Shuckers LLC - Common Victualler License
4. SHUCKERS-Wicked Shuckers LLC 03.16.26 FLOOR PLAN
5. WICKED SHUCKERS LLC - SHUCKERS -Address Update 04.13.26_
6. Wicked Shuckers LLCreviews 04.13.26
7. Wicked Shuckers LLC - Abutters and Affidavit

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Wicked Shuckers, LLC d/b/a Shuckers has applied for a Seasonal All Alcoholic Beverages Restaurant License to be exercised at 89 Water Street, Suite B1, Woods Hole, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

Publication date: Friday, April 3, 2026; Falmouth Enterprise

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

Please make $200.00 payment here: https://www.mass.gov/epay-for-online-payments-abcc

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

EPAY CONFIRMATION NUMBER 1975db93-507c-4b8a-a087-0b78654ad198

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

ENTITY/ LICENSEE NAME Wicked Shuckers, LLC

ADDRESS 89 Water Street Suite B1

CITY/TOWN Woods Hole **STATE** MA **ZIP CODE** 02543

For the following transactions (Check all that apply):

- [x] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Change of Officers/ Directors/LLC Managers
- [ ] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] Change Corporate Name
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- [ ] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Malt)
- [ ] Issuance/Transfer of Stock/New Stockholder
- [ ] Other
- [ ] Change Corporate Structure (i.e. Corp / LLC)
- [ ] Pledge of Collateral (i.e. License/Stock)
- [ ] Management/Operating Agreement
- [ ] Change of Hours
- [ ] Change of DBA

ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

APPLICATION FOR A NEW LICENSE

Municipality: Town of Falmouth

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcoholic Beverages	Seasonal

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The applicant is seeking issuance of a Seasonal Restaurant All Alcohol license pursuant to M.G.L. c.138, §12 for the premises located at 91A Water Street, Woods Hole, Massachusetts, to operate the restaurant known as Shuckers. Shuckers has operated continuously at this location as a restaurant serving food and alcoholic beverages for approximately forty-five years. The applicant intends to continue operating the same restaurant concept at the same premises with indoor dining, bar service, and outdoor seating during the seasonal operating period. The operation, layout of the premises, and use of the property will remain consistent with the longstanding restaurant operation historically conducted at this location.

Is this license application pursuant to special legislation? ○ Yes ◉ No Chapter _____ Acts of _____

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name: Wicked Shuckers, LLC. FEIN: 33-4536872

DBA: Shuckers Manager of Record: Robert Bell

Street Address: 89 Water Street Suite B1 Woods Hole, Massachusetts 02543

Phone: (508) 350-3850 Email: tom@wickedshuckers.com

Alternative Phone: [redacted] Website: www.shuckerswoodshole.com

3. 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.

The premises to be licensed are located at 89 Water Street Suite B1, Woods Hole, Massachusetts. The licensed premises consist of the ground floor restaurant space containing the dining area, bar area, kitchen, and restrooms. The licensed premises also include basement space located at 89 Water Street used in connection with the restaurant's operations. The premises further include an adjacent outdoor dining area used for restaurant seating and service. The premises have patron access from the main entrance on Water Street with additional exits as required by code. The proposed seating capacity is 107 persons.

Total Square Footage: Approx. 3,500 Number of Entrances: 2 Seating Capacity: 107

Number of Floors: 1 Number of Exits: 2 Occupancy Number: 129

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Thomas Holmes Phone: [redacted]

Title: Manager Email: Tom@wickedshuckers.com

1

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 04/08/2025

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ◯ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Thomas Holmes	30 Atlantic Way Scituate, MA 02066	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager / Member	39%	◉ Yes ◯ No	◉ Yes ◯ No	◉ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB
Tanya Bakalov	48 Westview Rd, Unit B, Lincoln, New Hampshire 03251	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member / SOC SIGNATORY	39%	◯ Yes ◉ No	◉ Yes ◯ No	◯ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Collin Peterson	306 Whippoorwill Drive Raynham, MA 02767	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member / SOC SIGNATORY	22%	◯ Yes ◉ No	◉ Yes ◯ No	◉ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Additional pages attached? ◯ Yes ◉ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ◯ Yes ◉ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☑
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: EEL POND PLACE, LLC

Landlord Phone: (508) 540-2402

Landlord Email: Karen@woodsholemarine.com

Landlord Address: 89 Water Street, Box 746, Woods Hole, MA 02543

Lease Beginning Date: 05/01/2025

Rent per Month: [redacted]

Lease Ending Date: 04/30/2030

Rent per Year: [redacted]

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

3

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	$[redacted]
C. Other * (Please specify below)	$[redacted]
D. Total Cost	$[redacted]

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Tanya Bakalov	[redacted]
Thomas Holmes	
Total:	$[redacted]

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
UBS Bank USA		Personal Line of Credit, Tanya Bakalov	○Yes ◉No
			○Yes ○No
			○Yes ○No
			○Yes ○No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The acquisition and startup costs of the business were funded through capital contributions made by the members of Wicked Shuckers LLC. Tanya T. Bakalov contributed approximately $340,000, which was drawn from her personal UBS Premier Line of Credit and transferred to the Wicked Shuckers LLC operating account for use in completing the acquisition of the restaurant business. Thomas Holmes contributed approximately $45,000 in personal funds to the company to provide initial working capital for operations. No third-party financing or loans were made to the applicant entity, and no lender has any direct or indirect interest in the liquor license.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ○Yes ◉No

Please indicate what you are seeking to pledge (check all that apply) ☐License ☐Stock ☐Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Robert Bell | Date of Birth: [redacted] | SSN: [redacted]

Residential Address: [redacted] Mashpee, MA 02649

Email: Robby@wickedshuckers.com | Phone: (617) [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 40-70

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? (●) Yes ( ) No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
11/2024	05/2025	General Manager	The Irish Goodbye Pint House	Marc Colanglo
09/2017	09/2024	General Manager	Two Saints Tavern	Charles Hitchcock

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ( ) Yes (●) No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: [signature] Date: 2/13/26

APPLICANT'S STATEMENT

I, Thomas Aaron Holmes (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☑ LLC/LLP manager

of Wicked Shuckers, LLC (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: TAH Date: March 15, 2026

Title: Manager / Member

ENTITY VOTE

The Board of Directors or LLC Managers of Wicked Shuckers, LLC (Entity Name)

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on March 10, 2025 (Date of Meeting)

For the following transactions (Check all that apply):

- [x] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Change of Officers/ Directors/LLC Managers
- [ ] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] Change Corporate Name
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- [ ] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Malt)
- [ ] Issuance/Transfer of Stock/New Stockholder
- [ ] Other
- [ ] Change Corporate Structure (i.e. Corp / LLC)
- [ ] Pledge of Collateral (i.e. License/Stock)
- [ ] Management/Operating Agreement
- [ ] Change of Hours
- [ ] Change of DBA

"VOTED: To authorize Thomas Aaron Holmes (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."

"VOTED: To appoint Robert Bell (Name of Liquor License Manager)

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

TAH

Corporate Officer /LLC Manager Signature

Thomas Aaron Holmes

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Town of Falmouth

BUSINESS CERTIFICATE (DBA)

In conformity with the provisions of Ch. 110 § 5 of the General Laws of the State of Massachusetts, as amended, the undersigned hereby declares that a business under the title of.

Wicked Shuckers, LLC d/b/a Shuckers (Business Name) | Restaurant (Type of Business)

Is conducting business at or from the following address in the Town of Falmouth.

91A Water Street Woods Hole, MA 02543 (Address of Business) | (508) 540-3850 (Phone Number)

By the following named person(s).

Owner 1 Thomas Aaron Holmes (Full Name) | THH (Signature)

357 Columbia Road Hanover, MA 02339 (Address) | Tom@wickedshuckers.com (Email Address) | (617) 816-3055 (Phone)

Owner 2 _____ (Full Name) | _____ (Signature)

_____ (Address) | _____ (Email Address) | _____ (Phone)

Commonwealth Of Massachusetts
Barnstable County

On this 13th day of March, 2026, before me, the undersigned notary public, personally appeared Thomas Aaron Holmes proved to me through evidence of identification, to be the person whose name is signed on the preceding document in my presence.

SARA P. McDONALD
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 21, 2031

Sara P. McDonald (Notary Public Signature)

A certificate issued in accordance with MGL Ch. 110 § 5 shall be in effect for (4) four years from the date received and shall need to be renewed each (4) four years thereafter so long as such business exists and shall be void unless renewed. This certificate does not take the place of any license required to operate such business.

Date Received March 13, 2026

Expiration Date March 13, 2030

Michael Palmer
Michael Palmer, Town Clerk

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Restated Certificate of Organization

(General Laws, Chapter 156C, Section 19) Filing Fee: $100.00

Identification Number: 001880924

1.a. The exact name of the limited liability company: WICKED SHUCKERS LLC

☐ Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

WICKED SHUCKERS LLC

3. The date of filing of the original certificate of organization:

04/08/2025

2. The address in the Commonwealth where the records will be maintained:

Number and street:	82 WENDELL AVE.				
Address 2:	STE 100				
City or town:	PITTSFIELD	State:	MA	Zip code:	01201
Country:	UNITED STATES				

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

ACQUISITION AND MANAGEMENT OF BUSINESSES AND OTHER ASSETS.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name:	NORTHWEST REGISTERED AGENT SERVICE INC				
Number and street:	82 WENDELL AVE.				
Address 2:	STE 100				
City or town:	PITTSFIELD	State:	MA	Zip code:	01201

I THOMAS AARON HOLMES,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	THOMAS AARON HOLMES	357 COLUMBIA ROAD HANOVER, MA 02339 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	THOMAS HOLMES	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	COLLIN PETERSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	TANYA BAKALOV	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	THOMAS HOLMES	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	COLLIN PETERSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	TANYA BAKALOV	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

UPDATED TO REFLECT THOMAS AARON HOLMES AS MANAGER OF THE ENTITY. THIS WAS AN ERROR IN THE ORIGINAL FILING.

11. The restated certificate shall be effective when filed unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of March, 2026,

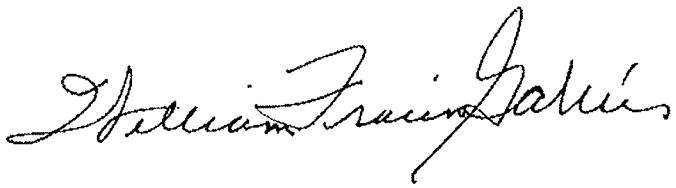
THOMAS AARON HOLMES

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 14, 2026 11:14 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: $500.00

Identification Number: 001880924 (number will be assigned)

1. The exact name of the limited liability company is:

WICKED SHUCKERS LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 82 WENDELL AVE.

Address 2: STE 100

City or town: PITTSFIELD State: MA Zip code: 01201

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

ACQUISITION AND MANAGEMENT OF BUSINESSES AND OTHER ASSETS.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: NORTHWEST REGISTERED AGENT SERVICE INC

Number and street: 82 WENDELL AVE.

Address 2: STE 100

City or town: PITTSFIELD State: MA Zip code: 01201

I TAYLOR NEWMAN OF NORTHWEST REGISTERED AGENT SERVICE INC,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	THOMAS HOLMES	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	COLLIN PETERSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	TANYA BAKALOV	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	THOMAS HOLMES	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	COLLIN PETERSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	TANYA BAKALOV	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of April, 2025,

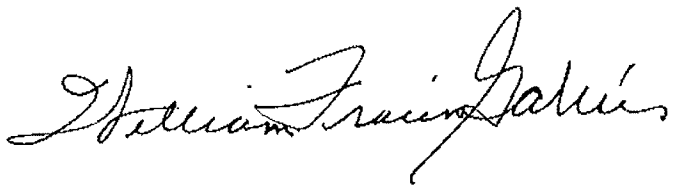
NAT SMITH

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 08, 2025 12:47 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

COMMERCIAL LEASE

1. PARTIES

Eel Pond Place, LLC, a Massachusetts Limited Liability Company with a place of business at 89 Water Street, Box 746, Woods Hole, MA 02543, LESSOR which expression shall include their heirs, successors where the context so admits, does hereby lease to **Wicke Shuckers LLC., a Massachusetts company with a principal place of business at 91A Water Street, Woods Hole, MA 02543, LESSEE** which expression shall include their successors, executors, administrators and assigns where the context so admits and the **LESSEE** hereby leases the following described premise:

2. PREMISES

The area known as the ground floor containing 712 sq. ft. more or less in the building 91A Water Street, Woods Hole, MA. Also, the adjoining outside area described in Paragraph 26 and approximately 1016 sq. ft. in the basement of 89 Water Street, subject to the conditions and limitations contained in said provisions.

3. TERM

The term of this lease shall be for a period of **5(five) years** with a **5(five) year negotiable option** commencing on May 1, 2025 and ending on April 30, 2030.

4. RENT

The **LESSEE** shall pay to the **LESSOR** base rent, monthly, for the following period and in the following amounts as follows:

	Monthly Payment
May 1, 2025 to April 30, 2026	
May 1, 2026 to April 30, 2027	
May 1, 2027 to April 30, 2028	
May 1, 2028 to April 30, 2029	
May 1, 2029 to April 30, 2030	

Said base rent shall be payable monthly on the first day of each and every month with first payment commencing on May 1, 2025.

Rent includes property insurance and property rental.

Additional Rent

Beginning in year 2 (two), in addition to the base rent listed above, The LESSEE agrees to pay the following on a monthly basis (unless otherwise noted below) during the term of the and any applicable extension period:

$200 per month ($2,400 per year) for the use of Additional Parcel as described in Section 26 of this lease.
$85 per month for the tenant's share of the water heater gas bill.

5. RENT ADJUSTMENT
TAX
ESCALATION

A. TAX ESCALATION
In any tax year commencing with the fiscal year 2025, the real estate taxes on the buildings and land, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2025 (hereinafter called the ("Base Year"), **LESSEE** will pay to **LESSOR** an additional rent hereunder, when and designated by notice in writing by **LESSOR,** pro rata of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If

32. NON-WAVER Should either Landlord or Tenant any time waive or fail to enforce shall not be construed as a waiver or relinquishment of that party's right thereafter to enforce any such provision.

33. GOVERNING LAW AND FORUM SELECTION The laws of the Commonwealth of Massachusetts shall govern this agreement. Landlord and Tenant agree that the venue of any dispute between them shall be exclusively in Barnstable County, Massachusetts.

34. OPPORTUNITY TO CONSULT WITH COUNSEL The Landlord and Tenant acknowledge that each has had the benefit of, or the opportunity to consult with legal counsel to review the terms and conditions of this Lease and has signed its name hereto voluntarily and of its own free act and deed. Counsel for both parties has negotiated this agreement, each of whom has participated in the drafting of the Lease, and hence, it shall not be construed against any party, both parties waving the doctrine of contra proferentum.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1st day of May 2025.

EEL POND PLACE, LLC

By: _____
Joseph S. Harvey
(LESSOR)

WICKED SHUCKERS, LLC.

By: _____
Tanya Bakalov, Member
(LESSEE)

I, Tanya Bakalov, by execution of this lease, individually, hereby personally guarantee the obligations of LESSEE, WICKED SHUCKERS, LLC., to the LESSOR.

_____
Tanya Bakalov, Individually
(GUARANTOR)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Next Insurance US Company — 16285
INSURED Shuckers 91 Water Street Falmouth, MA 02543	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 592858568 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTV9PD3H3-00-GL	04/22/2025	04/22/2026	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$1,000,000.00
							PRODUCTS - COMP/OP AGG	$1,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability Coverage	X		NXTV9PD3H3-00-GL	04/22/2025	04/22/2026	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Town of Falmouth, Massachusetts. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Town of Falmouth, Massachusetts
59 Town Hall Sq
Falmouth, MA 02540

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

robert bell

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	06/20/2024	06/20/2027	ON-000033853532

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 06/20/2024
Certificate #: ON-000033853532

Expires: 06/20/2027

robert bell
18 Willow Ln
Weymouth MA 02189

TIPS | 360 TRAINING

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Assessing Department
Town of Falmouth, Massachusetts
59 Town Hall Square, Falmouth MA 02540
Telephone: 508-495-7380
Fax: 508-495-7384
assessing@falmouthma.gov

March 19, 2026

Subject Property:

49A 01 004 000	EEL POND PLACE LLC PO BOX 402 WOODS HOLE, MA 02543

Immediate abutters plus churches and schools within 500'

I, Melissa Motta, acting as custodian of assessment records do hereby certify that the attached documents contain true and complete information from the most recent tax list of the Town of Falmouth, Massachusetts.

Melissa Motta

Director of Assessing

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
49A 01 004 000	89 WATER ST FALMOUTH, MA	EEL POND PLACE LLC PO BOX 402 WOODS HOLE, MA 02543-0000
49A 01 003 000	87 WATER ST, Unit 1 & 2 FALMOUTH, MA	EEL POND REALTY LLC 87 WATER ST C/O WOODS HOLE MARKET WOODS HOLE, MA 02543-0000
49A 01 005 000	93 WATER ST FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000

RECEIVED

MAR 16 2026

FALMOUTH BOARD OF ASSESSORS

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: Thomas Aaron Holmes on behalf of Wicked Shuckers, LLC.

Address of person requesting abutters list: 30 ATLANTIC WAY SCITUATE, MASSACHUSETTS 02066

Phone: (617) 816-3055

Abutters to (subject property): Map 49A Section 01 Parcel 004 Lot 000
Map_____Section_____Parcel_____Lot_____
Map_____Section_____Parcel_____Lot_____

Lot size of subject property: _____

Location of subject property: 89 / 91A Water Street
Woods Hole, MA 02543

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)

X 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 tom@wickedshuckers.com

Pd CK# 2281 3/16/26 JLY
$25.00

EEL POND PLACE LLC
PO BOX 402
WOODS HOLE, MA 02543-0000

EEL POND REALTY LLC
87 WATER ST
C/O WOODS HOLE MARKET
WOODS HOLE, MA 02543-0000

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

FALMOUTH TOWN OF
59 TOWN HALL SQ
FALMOUTH, MA 02540-2761

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

FALMOUTH TOWN OF
59 TOWN HALL SQ
FALMOUTH, MA 02540-2761

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

MARINE BIOLOGICAL LABORATORY
7 MBL ST
WOODS HOLE, MA 02543-0000

MARINE BIOLOGICAL LABORATORY
7 MBL ST
WOODS HOLE, MA 02543-0000

WOODS HOLE COMMUNITY ASSOC
PO BOX 327
WOODS HOLE, MA 02543-0327

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

WOODS HOLE OCEANOGRAPHIC INST
GENERAL ACCOUNTING OFFICE
569 WOODS HOLE RD
ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14
WOODS HOLE, MA 02543-0000

TOWN OF FALMOUTH

Office of the Town Manager & Selectmen
59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone (508) 495-7320 • licensing@falmouthma.gov

COMMON VICTUALLER & INNHOLDER LICENSE APPLICATION

CHECK THE APPROPRIATE LICENSE

- [x] Common Victualler
- [ ] Innholder
- [ ] Annual License
- [x] Seasonal License

Required fields are outlined in red:

NAME OF APPLICANT: Thomas Holmes **TITLE:** Member/Manager

HOME ADDRESS: [redacted]

Town: Scituate **State:** MA **Zip code:** 02066

BUSINESS NAME Wicked Shuckers, LLC

***D/B/A** if any:* Shuckers

BUSINESS ADDRESS: 91A Water Street

Town: Woods Hole **State:** MA **Zip code:** 02543

MAILING ADDRESS *(if different)*: 357 Columbia Road, Pickles

Town: Hanover **State:** MA **Zip code:** 02339

FEDERAL ID #: 33-4536872 **MANAGER OF RECORD:** Thomas Holmes

EMAIL – *required*: Tom@wickedshuckers.com

TELEPHONE – BUSINESS: (508) 540-3850 **ALTERNATE:** [redacted]

DAYS OF OPERATION: Monday-Sunday

HOURS OF OPERATION: 11AM-1AM

SEATING CAPACITY : [redacted] 107 see liquor license application

APPLICATION MUST BE SIGNED BY OWNER, MANAGER of RECORD, OR AUTHORIZED REPRESENTATIVE

****DATE:** 03/15/2026

Signature: OWNER or MANAGER of RECORD

APPLICATION REQUIREMENTS :

- Food Service Establishment Permit – Health Department
- Filing Fee $10.00 due with application
- License Fee $60.00 due upon issue
- Business Structure Documents:
  - a. Copy of Articles of Organization (i*f corporation)*
  - b. Copy of LLC Agreement *(if limited liability company)*
  - c. Copy of Partnership Agreement *(if partnership)*
  - d. Copy of Certificate of Doing Business *(if sole proprietorship)*
- Copy of lease or deed
- Copy of special zoning permits, *if any*
- Copy of Floor Plan
- Copy of Menu
- Attend a hearing before the Board of Selectmen at a time and date designated

Complete prior to applying for:

Common Victualler License
Lodging House License
Innholder License

APPLICANT: Wicked Shuckers, LLC d/b/a Shuckers

ADDRESS: 91A Water Street Woods Hole, MA 02543

LICENSE APPLIED FOR: Common Victualler

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

a. For Common Victualler Licenses submit a Floor Plan completed by a Design Professional showing exits/entrances, distances, and all seats.
b. For Lodging House Licenses submit a Floor Plan completed by a Design Professional showing exits/entrances, distances, and the occupancy load of each room.
c. For Innholder Licenses submit a Floor Plan completed by a Design Professional showing exits/entrances, distances, each seat in the dining areas, and the occupancy load of each room.

NOTES: _____

_____

Building Commissioner: X Gary Street

DATE: 3-16-26

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Restated Certificate of Organization

(General Laws, Chapter 156C, Section 19) Filing Fee: $100.00

Identification Number: 001880924

1.a. The exact name of the limited liability company: WICKED SHUCKERS LLC

☐ Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

WICKED SHUCKERS LLC

3. The date of filing of the original certificate of organization:

04/08/2025

2. The address in the Commonwealth where the records will be maintained:

Number and street: 82 WENDELL AVE.

Address 2: STE 100

City or town: PITTSFIELD State: MA Zip code: 01201

Country: UNITED STATES

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

ACQUISITION AND MANAGEMENT OF BUSINESSES AND OTHER ASSETS.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: NORTHWEST REGISTERED AGENT SERVICE INC

Number and street: 82 WENDELL AVE.

Address 2: STE 100

City or town: PITTSFIELD State: MA Zip code: 01201

I THOMAS AARON HOLMES,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	THOMAS AARON HOLMES	357 COLUMBIA ROAD HANOVER, MA 02339 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	THOMAS HOLMES	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	COLLIN PETERSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	TANYA BAKALOV	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	THOMAS HOLMES	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	COLLIN PETERSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	TANYA BAKALOV	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

UPDATED TO REFLECT THOMAS AARON HOLMES AS MANAGER OF THE ENTITY. THIS WAS AN ERROR IN THE ORIGINAL FILING.

11. The restated certificate shall be effective when filed unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of March, 2026,

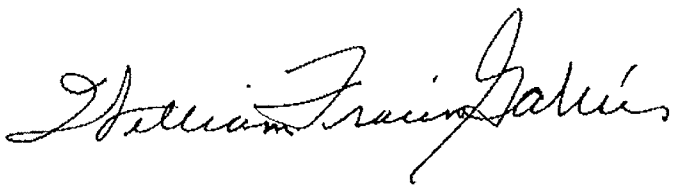
THOMAS AARON HOLMES

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 14, 2026 11:14 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

COMMERCIAL LEASE

1. PARTIES

Eel Pond Place, LLC, a Massachusetts Limited Liability Company with a place of business at 89 Water Street, Box 746, Woods Hole, MA 02543, LESSOR which expression shall include their heirs, successors where the context so admits, does hereby lease to **Wicke Shuckers LLC., a Massachusetts company with a principal place of business at 91A Water Street, Woods Hole, MA 02543, LESSEE** which expression shall include their successors, executors, administrators and assigns where the context so admits and the **LESSEE** hereby leases the following described premise:

2. PREMISES

The area known as the ground floor containing 712 sq. ft. more or less in the building 91A Water Street, Woods Hole, MA. Also, the adjoining outside area described in Paragraph 26 and approximately 1016 sq. ft. in the basement of 89 Water Street, subject to the conditions and limitations contained in said provisions.

3. TERM

The term of this lease shall be for a period of **5(five) years** with a **5(five) year negotiable option** commencing on May 1, 2025 and ending on April 30, 2030.

4. RENT

The **LESSEE** shall pay to the **LESSOR** base rent, period and in the following amounts as follows:

May 1, 2025 to April 30, 2026
_May 1, 2026 to _April 30, 2027
_May 1, 2027 to _April 30, 2028
May 1, 2028 to April 30, 2029
May 1, 2029 to April 30, 2030

Said base rent shall be payable monthly on the firs with first payment commencing on May 1, 2025.

Rent includes property insurance and property rental.

Additional Rent

Beginning in year 2 (two), in addition to the base rent listed above, The LESSEE agrees to pay the following on a monthly basis (unless otherwise noted below) during the term of the and any applicable extension period:

$200 per month ($2,400 per year) for the use of Additional Parcel as described in Section 26 of this lease.
$85 per month for the tenant's share of the water heater gas bill.

5. RENT ADJUSTMENT
TAX
ESCALATION

A. TAX ESCALATION
In any tax year commencing with the fiscal year 2025, the real estate taxes on the buildings and land, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2025 (hereinafter called the ("Base Year"), **LESSEE** will pay to **LESSOR** an additional rent hereunder, when and designated by notice in writing by **LESSOR,** pro rata of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If

91A WATER STREET

LOCUS MAP



PROPERTY INFORMATION

PROJECT INFORMATION:

ADDRESS:	91A WATER STREET, WOODS HOLE, MA 02543
OWNER:	EEL POND PLACE, LLC, 89 WATER STREET, BOX 746, WOODS HOLE, MA 02543,
TENANT:	WICKED SHUCKERS, LLC. ATTN: THOMAS HOLMES D/B/A SHUCKERS WORLD FAMOUS RAW BAR 91A WATER STREET WOODS HOLE, MA 02543
ZONING:	B1 BUSINESS ZONE
OCCUPANCY:	GROUP A-2 (ASSEMBLY – FOOD AND DRINK CONSUMPTION)
CONSTRUCTION TYPE:	TYPE V-B (WOOD FRAME)
SPRINKLERED:	NO
LEASE AREA SQ FT:	927 SQ SF

DRAWINGS REVIEWED
BY
FALMOUTH BUILDING DEPARTMENT
CONSTRUCTION SUBJECT TO MA BUILDING CODE
COMPLIANCE
One set of stamped plans shall
be kept at the building site

3-16-26
Date

Building Official

LIFE SAFETY CALCULATIONS

OCCUPANCY LOAD (IBC 2021, VERSION AUG 2025, TABLE 1004.5):

#BUILDING 91A:

GROSS AREA OF SPACE:	927 SQ FT
USE TYPE:	GROUP A-2 (ASSEMBLY – FOOD AND DRINK CONSUMPTION)
OCCUPANT LOAD FACTOR:	DINING (15 NET) / KITCHEN / SERVICE AREA (200 GROSS)

OCCUPANTS:

DINING AREA:	31 (465 SQ FT / 15 NET)
KITCHEN / SERVICE AREA:	2 (240 SQ FT / 200 GROSS)
TOTAL INDOOR OCCUPANTS:	33 OCCUPANTS

EGRESS REQUIREMENTS:

MINIMUM NUMBER OF EXITS:	1
PROVIDED NUMBER OF EXITS:	1
EGRESS WIDTH:	33 OCCUPANTS X 0.2 INCHES / OCCUPANT = 0'-6.6"
DOOR E100 (EXISTING):	5'-0" (60")

EXIT WIDTH:
REQUIRED: 0'-6.6"
PROVIDED: 5'-0" (60")

OUTDOOR SEATING:

GROSS AREA OF SPACE:	1,432 SQ FT
USE TYPE:	GROUP A-2 (ASSEMBLY – FOOD AND DRINK CONSUMPTION)
OCCUPANT LOAD FACTOR:	DINING (15 NET)
OUTDOOR DINING AREA:	96 (1,432 SQ FT / 15 NET)
TOTAL OUTDOOR OCCUPANTS:	96 OCCUPANTS

#BUILDING 89:

GROSS AREA OF SPACE:	2,223 SQ FT
USE TYPE:	GROUP A-2 (ASSEMBLY – FOOD AND DRINK CONSUMPTION)
OCCUPANT LOAD FACTOR:	KITCHEN / SERVICE AREA (200 GROSS)

OCCUPANTS:

KITCHEN / SERVICE AREA:	3 (444 SQ FT / 200 GROSS)
TOTAL INDOOR OCCUPANTS:	3 OCCUPANTS

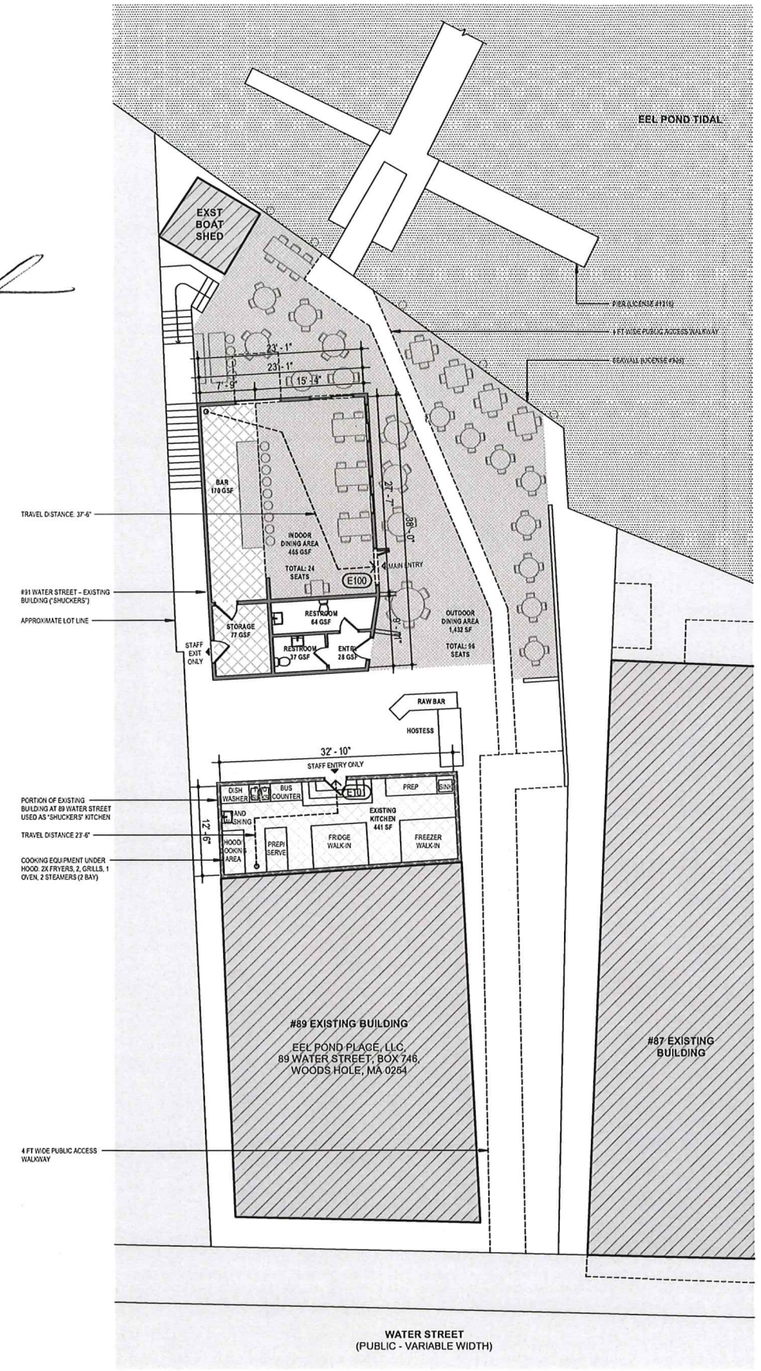
EGRESS REQUIREMENTS:

MINIMUM NUMBER OF EXITS:	1
PROVIDED NUMBER OF EXITS:	1
EGRESS WIDTH:	3 OCCUPANTS X 0.2 INCHES / OCCUPANT = 0'-0.6"
DOOR E101 (EXISTING):	3'-0" (36")

EXIT WIDTH:
REQUIRED: 0'-0.6"
PROVIDED: 3'-0" (36")

ALLOWABLE TRAVEL DISTANCE (UNSPRINKLERED):

MAX. ALLOWED:	75 FT
#91A - PROVIDED:	37.5 FT
#89 - PROVIDED:	23.5 FT



1 As-Built Floor Plan with Diagrammatic Seating

Project

91A Water Street

91A Water Street
Woods Hole, MA 02543

Owner

Eel Pond Place, LLC,
89 Water Street, Box 746,
Woods Hole, MA 0254

Tenant

Wicked Shuckers, LLC
91A Water Street
Woods Hole, MA 02543 508.540.3850

Architect

Studio NDP
280 Beacon St, #72
Boston, MA 02116 617.834.8432

PLAN LEGEND:

- 1-HOUR FIRE RATING
- REQUIRED SEPARATION FROM COMBUSTIBLES
- EGRESS TRAVEL PATH
- NOT IN SCOPE
- STRUCTURE, SEE STRUCTURAL DRAWINGS
- NEW WALL
- EXISTING WALL TO REMAIN
- TO BE DEMOLISHED
- REMOVE FLOORING

Seal and Signature

COMMONWEALTH OF MASSACHUSETTS – REGISTERED ARCHITECT – CHARLOTTE LIPSCHITZ – No. 951543 BOSTON MASS

Date	Issue
03/12/2026	Existing Conditions

Revisions

Scale	Project Number
As Indicated	2604

Existing Conditions

EX1.0

Town of Falmouth
Department of Public Works - Engineering Division
416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Jim McLoughlin, P.E., Town Engineer
Jim.McLoughlin@falmouthma.gov

House Number Assignment/Change

***NOTE: VACANT LOTS MUST HAVE A VALID BUILDING PERMIT IN ORDER TO BE ASSIGNED A HOUSE NUMBER**

Date: **3/25/2026**

From: Engineering Division

To:

Assessors Department	Gis Department	Planning
Building Department	Combined Dispatch Center	Fire Prevention
Board of Appeals	Notify911	United States Postal Service

Parcel ID(s) (Use separate sheet if required):
49A 01 004 000

Owner's Name:
Eel Pond Place LLC

Old Address(es) (Use separate sheet if required):

89 Water Street

New Address(es) (Use separate sheet if required):

See attached

This road is: ☑ **PUBLIC** ☐ **PRIVATE** ☐ **STATE**

A Driveway Permit ☐ **IS REQUIRED AND IS ON FILE WITH ENGINEERING** **Permit #:**

☑ **IS NOT REQUIRED**

Falmouth Fire Rescue Approved ☑ **YES** ☐ **NOT APPLICABLE**

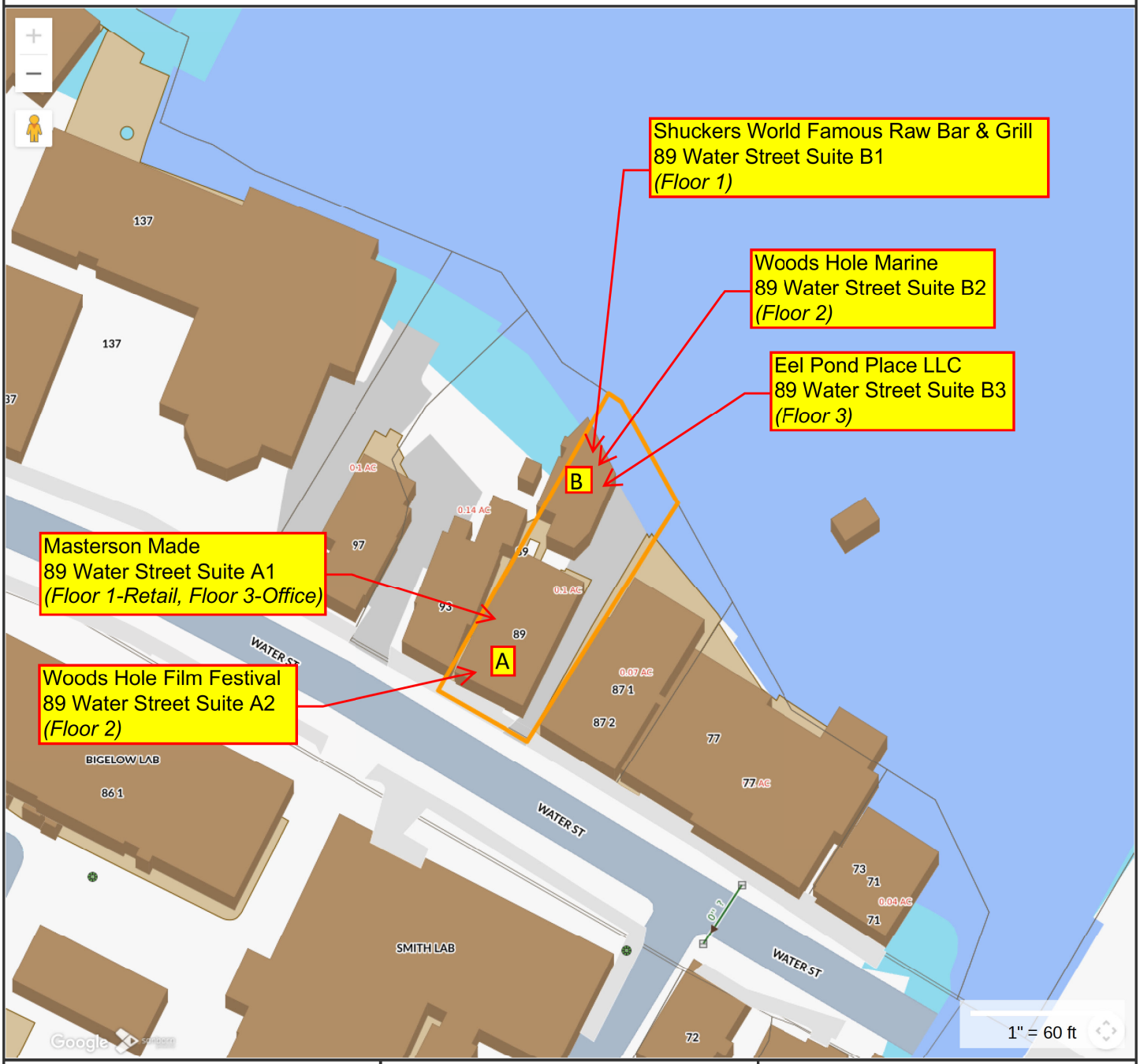
Assigned by: Scott Schluter, P.E.

Notes:

Assigning addresses to occupations not in our system; bringing parcel up to current address policy.

THIS FORM IS INFORMATIONAL ONLY, ADDRESS CHANGES ARE OFFICIAL WHEN ASSESSING PUTS IT IN THEIR SYSTEM.

IF THIS CHANGE AFFECTS THE MAILING ADDRESS FOR TOWN BILLING, THE PROPERTY OWNER SHOULD CONTACT THE ASSESSORS OFFICE.



Building A	Location
Masterson Made 89 Water Street Suite A1	Floor 1 - Retail Floor 3 - Office
Woods Hole Film Festival 89 Water Street Suite A2	Floor 2
Building B	**Location**
Shuckers World Famous Raw Bar & Grill 89 Water Street Suite B1	Floor 1
Woods Hole Marine 89 Water Street Suite B2	Floor 2
Eel Pond Place LLC 89 Water Street Suite B3	Floor 3

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 01/31/2025
Data updated 03/23/2026

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

Post building designations on fronts of buildings.
Post unit designations at entry doors to units.

LICENSE APPLICATION REVIEW

Restaurant/Business: Wicked Shuckers, LLC dba Shuckers

Address: 89 Water Street, Woods Hole, Suite B1

License Type:

☒ **New License**

☐ **Transfer of License**

☐ **Change of License**

☐ Police	No objection but Police support an update of the address to Comply with Town Engineering's address policy
☐ Fire	No issues
☐ Building	
☐ Health	Inspection 5/11/26 Food Service Permit pending
☐ Zoning	
☐ Planning	
☐ DPW	

NOTES:

Phyllis Downey

From: Morgan Cardoso
Sent: Thursday, March 19, 2026 2:54 PM
To: Falmouth Licensing
Subject: RE: New Liquor + Common Victualler License applications

Hi Phyllis,

We have received an application and pending issuing their Food Establishment Permit until we inspect which is currently scheduled for 5/11/26. Otherwise, no issues.

Thank you,

Morgan Cardoso
Health Inspector
(508) 495-7486 | morgan.cardoso@falmouthma.gov

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

Please Note:
The Town of Falmouth Health Department has rolled out PermitEyes (online permitting system). Please see the links below to register, apply or for Public View. .
Applicant Registration Page : https://permiteyes.us/falmouth/userregistration.php
Applicant Side Login Page : https://permiteyes.us/falmouth/loginuser.php
Public View Site (no login required): https://permiteyes.us/falmouth/publicview.php

---

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Wednesday, March 18, 2026 2:03 PM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Scott Schluter <scott.schluter@falmouthma.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Gary Street <gary.street@falmouthma.gov>
Cc: Paula Gerry <paula.gerry@falmouthma.gov>; Crystal Trevithick <crystal.trevithick@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>; Katie Knights <katie.knights@falmouthma.gov>
Subject: New Liquor + Common Victualler License applications

Good afternoon,

Attached please find applications for a new Seasonal All Alcoholic Beverages Restaurant License and a Common Victualler Licenses.

- The proposed manager completed a Town background check which is valid for five years on July 26,2024.
- A Food Service Permit and a Certificate of Inspection have been started in PermitEyes.
- An approved Floor Plan is included.

Please feel free to contact me if there are any questions.

May we please request your recommendations to the Select Board by Monday, March 30th?

Phyllis Downey

From: Brian Reid <brian.reid@falmouthpolicema.gov>
Sent: Thursday, March 19, 2026 11:33 AM
To: Falmouth Licensing; Scott Schluter; James Thomas
Cc: Paula Gerry; Crystal Trevithick; Linda Kinchla; Katie Knights; Ryan Gavin; Morgan Cardoso; Chris Cowan; Ryan Hergt; Jeff Lourie; Gary Street; Jim McLoughlin
Subject: Re: New Liquor + Common Victualler License applications

No objection from Police on the application. We would support a requirement that all tenants/occupants be required to update their addresses to comply with Engineering, whether or not as a condition of the license approval.

Respectfully,

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

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, March 19, 2026 11:21 AM
To: Scott Schluter <scott.schluter@falmouthma.gov>; James Thomas <james.thomas@falmouthpublicsafetyma.gov>
Cc: Paula Gerry <paula.gerry@falmouthma.gov>; Crystal Trevithick <crystal.trevithick@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>; Katie Knights <katie.knights@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Gary Street <gary.street@falmouthma.gov>; Jim McLoughlin <james.mcloughlin@falmouthma.gov>
Subject: RE: New Liquor + Common Victualler License applications

Good morning,

We would defer to the recommendation of public safety and associated departments. Formerly, the address of the licensed premises was 91A Water Street, but that goes back 8+ years. If a house number assignment/change is issued in the future the address can be updated with the ABCC administratively.

Phyllis

Phyllis Downey
Town of Falmouth Select Board/Town Manager Office
508-495-7325
When responding, please be aware that the Massachusetts Secretary of State has determined that most email correspondence is public record and therefore cannot be kept confidential.

Phyllis Downey

Subject: FW: New Liquor + Common Victualler License applications

From: Ryan Gavin <ryan.gavin@falmouthfirema.gov>
Sent: Wednesday, April 1, 2026 2:42 PM
To: Phyllis Downey <phyllis.downey@falmouthma.gov>
Subject: Re: New Liquor + Common Victualler License applications

Hi Phyllis,

No issue with the FD.

Thank you,
Ryan Gavin

Get Outlook for Android

TOWN OF FALMOUTH

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Select Board of the Town of Falmouth, for the application by Wicked Shuckers LLC.

_____, for _____

New Retail On-Premise §12 Restaurant All Alcoholic Beverages Seasonal

I, Thomas Holmes 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:

89 Water Street, Suite B1, Woods Hole, MA 02543

And that the following schools, churches, or hospitals are located within a radius of five hundred (500) feet from said proposed location,

See Attached List

If there are none, please so state: _____

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three days after publication of same, a copy of the advertisement is attached below.

Signed and subscribed to under penalties of perjuries this day of 3rd of April 2026

Signature: THH

Printed name: Thomas Holmes

Notary Public: Suzanne M. Gonsalves

My Commission Expires: 01-18-2030

SUZANNE M GONSALVES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
January 18, 2030

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Wicked Shuckers, LLC d/b/a Shuckers has applied for a Seasonal All Alcoholic Beverages Restaurant License to be exercised at 89 Water Street, Suite B1, Woods Hole, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

April 3, 2026

Municipal Legal Notices

PUBLIC NOTICE
INVITATION TO BID
SURPLUS VEHICLE

The Town of Falmouth will accept bids for the following vehicle

2014 Ford Econo van VIN #1FMNE1BWXEDA45814 Mileage 240,719

Submit bids in sealed envelopes, marked 2014 FORD ECONO VAN Send bids to Aiden Molloy, 340 Teaticket Highway, East Falmouth, MA 02536 **Mr. Molloy must receive bids by 4:00 pm Friday 4/10/2026 for bids to be eligible.** All ineligible bids will be returned unopened

For additional information, please call 508-540-0150 ext. 176. The Town of Falmouth reserves the right to accept or reject any of all bids

April 3, 2026

Pursuant to M.G.L. c. 91 § 40, NOTICE is hereby given by the Town of Falmouth of its intent to claim title to a 1987 cabin cruiser 33' motor vessel known as BLUES TRAVELER, Hull ID# TRJGJ055A787. Said vessel has been abandoned and is located at the Falmouth Town Pier, Falmouth, MA, c/o Falmouth Harbormaster. Any owner or lienholder may reclaim the vessel within 30 days, subject to the rights of any other lienholder. Failure to claim the vessel will constitute a waiver of all rights, title and interest in the vessel. If ownership or a lienholder interest is not claimed and the vessel is not removed within 90 days after the owner, the owner's agent or employee signs the return receipt or within 90 days after the last day of notice by publication, whichever is later, the claimant Town of Falmouth may apply to the office for title to the vessel.

April 3, 2026
April 10, 2026
April 17, 2026

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at 3:00 p.m. on Wednesday, April 15, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) Handhole 179/H2 and approximately 37' (feet) of 1-3" conduit in the Right of Way of Maple Street.

This work is necessary to provide service at 41 Maple Street

Per Order of the Falmouth Select Board

April 3, 2026

Falmouth Zoning Board of Appeals Notice of Public Hearing for April 30, 2026

Notice is hereby given of the following **Public Hearing @ 6:00pm and Open Meeting** in the Select Board's Meeting Room, Town Hall, Falmouth, MA on ***Thursday, April 30 , 2026***

Continuation(s)
#003-26 Doyle, Trustee
43 Ocean View Avenue, North Falmouth

Application #016-26 Stephen and Stephanie Keefe Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to raze both of the existing, non-conforming dwellings and construct a single-family dwelling, increasing lot coverage by structures. **The subject property is 36 Hiawatha Street, Teaticket, Ma.**
Application #017-26 Robert and Lynn Murphy Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to remove the existing deck and construct additions to the existing, non-conforming dwelling exceeding 20% lot coverage by structures. **The subject property is 35 Pleasant View Avenue, Falmouth, Ma.**
Application #018-26 Jason F. and Kerry J. Bourne, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A of the Code of Falmouth to raze portions of the existing structure and construct an attached garage with habitable space above, use will change to residential use. **The subject property is 6 Falmouth Heights Road, Falmouth, Ma.**
Application #007-26 Stephen H. Ogilvy, Jr.: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-6.6B of the Code of Falmouth to allow garage space for more than two cars. **The subject property is 34 Siders Lane, Falmouth, Ma.**

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

April 3, 2026
April 10, 2026

The **FALMOUTH CONSERVATION COMMISSION** will hold a public hearing under Section 40, Chapter 131 of the general laws of the Commonwealth of Massachusetts Wetlands Protection Act and/or the Town of Falmouth Wetlands Protection Bylaw on **Wednesday, April 15, 2026, at 7:00 PM.**

Covid protocols have been extended to allow for continued expanded remote participation, **the April 15, 2026, public meeting of the Falmouth Conservation Commission shall be physically closed to the public to avoid group congregation.** Public access to this meeting shall be provided in the following manner.

1. The meeting will be televised via Falmouth Community Television.
2. Real-time public comment can be addressed to the Conservation Commission utilizing the Zoom virtual meeting software for remote access. This application will allow users to view and participate in the meeting. Text comments submitted with the Chat function will be read into the record at the appropriate points in the meeting.
a. Zoom Login instructions.
i. Instructions and the meeting link for this specific meeting can be found at the following web address: http://www.falmouthma.gov/Conservation
ii. Please plan on 10-15 minutes of preparation time to log in though it may be less if you have previously used Zoom on the device you will use to access this meeting.
3. Additionally, public comments may be sent in advance of the meeting to concom@falmouthma.gov **at least 5 hours prior** to the beginning of the meeting. Documents and audio or video files may also be submitted via email. Submitted email comments and documents will be made part of the meeting record and may be read into the record, summarized, or displayed during the meeting at the discretion of the chair.
4. Applicants, their representatives, and individuals with enforcement matters before the Conservation Commission shall appear remotely. Applicants, their representatives, and individuals with enforcement matters before the Conservation Commission may contact the Conservation Department to arrange an alternative means of real-time participation if unable to use the Zoom virtual meeting software. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting to concom@falmouthma.gov so they may be displayed for remote public access viewing.

Complete applications are available by request and will be sent via email.

REQUESTS FOR DETERMINATION OF APPLICABILITY

Brian Quinn, 55 Seashell Lane, Falmouth, MA – For permission to expand an existing patio.

Frank Stepien, 1 Seagull Lane, Falmouth, MA – For permission to expand an existing deck and install mitigation plantings.

Carl Cavossa, 34 Maravista Avenue, Falmouth, MA – For permission to fill in an existing pool, remove a concrete pad, and remove a propane tank.

Robert Thompson, 33 Penzance Road, Falmouth, MA – For permission to remove 10-14 dead and declining trees.

Conor McLaughlin, 88 & 110 Scranton Avenue, Falmouth, MA – For permission to remove concrete, install astroturf, and install plantings.

REQUESTS FOR A HEARING UNDER A NOTICE OF INTENT

Judith W. Parker Qualified Personal Residence Trust, 36 Buzzards Bay Avenue, Falmouth, MA – For permission to reconstruct and enlarge a deck and install mitigation plantings.

Town of Falmouth, Beach Department, Falmouth beaches, Falmouth, MA – For permission to implement the 2026 Falmouth Beach Management Plan.

Matt Naegelin, 0 Tobey Lane (Map/parcel 41 01 000C 000), Falmouth, MA – For permission to construct a single family dwelling and accessory dwelling unit on a wooded lot, install a Title V sewage disposal system, and all associated grading, clearing, and landscaping.

REQUESTS TO AMEND AN EXISTING ORDER OF CONDITIONS

William and Elizabeth Scannell, 314 Quissett Avenue, Falmouth, MA – Request to amend the Order of Conditions for MA DEP# 25-5063 to include a new driveway connection, and the installation of air conditioning units and a generator.

HEARINGS UNDER AN ENFORCEMENT ORDER

Charles and Maria Clark, 41 Davis Neck Road, Falmouth, MA – Unpermitted cutting, clearing, and expansion of hardscape within Conservation jurisdiction.
By Order of Bill Duffy, Chairman
Falmouth Conservation Commission

April 3, 2026

Request for Proposal-Real Property

The Falmouth Retirement Board ("Board") is seeking proposals from qualified property owners to purchase a parcel of land, with buildings thereon with associated parking, within the Town of Falmouth, to use for the administrative offices of the Falmouth Contributory Retirement System. The Board has determined that this purchase is subject to M.G.L. Chapter 30B and Commonwealth of Massachusetts Regulations 840 C.M.R. - Public Employee Retirement Administration Commission ("PERAC").

All respondents are hereby advised that any proposal selected shall be subject to: (1) formal approval by the Board in accordance with the specified evaluation criteria, including but not limited to, the best interests of the retirement system, (2) a written agreement, and (3) authorization of the engagement by PERAC. Additional terms of purchase to be reasonably negotiated.

The R.F.P. will be available as of Wednesday, April 1, 2026. Completed original, hard copies and electronic copies of the respondent's R.F.P. response must be received no later than 2:00 p.m. ET on Wednesday, May 6, 2026. Any proposals submitted after this time will not be accepted. At its discretion, the Board reserves the right to cancel or reject in whole or in part any and all proposals in the best interest of the retirement system.

Requests for a copy of the R.F.P. should be sent to: Falmouth Retirement System Attn: Francis St. Germaine, Director 80 Davis Straits, Suite 102 Falmouth, MA 02540

E-Mail: retire@falmouthretirementma.gov Subject line: REAL PROPERTY R.F.P.

April 3, 2026
April 10, 2026
April 17, 2026

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Gordon Hospitality, Inc. d/b/a Four Vines has applied for a Transfer of License for an All Alcoholic Beverages Restaurant License to be exercised at 291 Main Street, Unit B, Falmouth, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P. Richardson

April 3, 2026

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Wicked Shuckers, LLC d/b/a Shuckers has applied for a Seasonal All Alcoholic Beverages Restaurant License to be exercised at 89 Water Street, Suite B1, Woods Hole, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P. Richardson

April 3, 2026

LEGAL NOTICE
MARINE & ENVIRNRONMENTAL SERVICES DEPARTMENT

COMMERCIAL SHELLISH PERMIT LOTTERY

The town will hold a lottery to award new commercial shellfish permits in 2026. Permits will first be made available to junior diggers. Junior applicants must be 16 & 17 years of age only. Remaining available permits will be available to adult diggers in a second drawing. To qualify for the lottery, applicants must file a junior or adult commercial permit application with our office no later than **Tuesday, April 21, 2026, at 3:00 PM**. All applications received by that time and date will be entered into the lottery to be selected for an available permit. The lottery will be held at the Marina Building, 180 Scranton Ave, Falmouth, MA 02540 at **3:00 PM on Monday, April 27, 2026**. The lottery will be open to the public for viewing. All successful applicants will have to provide satisfactory proof of residency in Falmouth for 6 months, proof of age for junior applicants, copy of their state shellfish transaction card, and pay the annual $300.00 permit fee prior to issuance of the town permit. Questions should be directed to the MES Department at 508-457-2550, Ext. 5.

Gregg Fraser
MES Director

April 3, 2026
April 10, 2026

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at 3:00 p.m. on Wednesday, April 15, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install new Handhole #148/3H and approximately 35' (feet) of 1-3" conduit in the Right of Way of Standish Avenue.

This work is necessary to provide service to 188 Sippewissett Road, Falmouth.

Per Order of the Falmouth Select Board

April 3, 2026

FCTV Programming Highlights
April 3, 2026

FCTV Public Channel 6

Friday, April 3, 2026
3:00 PM V Boys Hockey vs Franklin
4:00 PM Runnah! Ruck4HIT Updates
5:09 PM Wood People: The Blight
5:30 PM Falmouth Is Cooking
6:00 PM The Curse of the Candy Cottage
7:00 PM The Point: News Roundup
8:00 PM Falmouth In Focus
8:30 PM MVY's Cape Cod Current
9:00 PM Cape Conversations: CSO
9:30 PM Poetic License

Saturday, April 4, 2026
11:00 AM The Point: News Roundup
5:30 PM Falmouth Is Cooking
6:00 PM Climate Matters: Jack Richardson
7:00 PM Runnah! Ruck4HIT Updates
8:30 PM JBC Author Talks: Rabin/Kreitner
9:32 PM Ripples by Eugenie Kuffler
10:30 PM Gay USA

Sunday, April 5, 2026
3:00 PM 1st Congregational Service
3:30 PM Lights Camera Polka!
4:00 PM St. Anthony's Sunday Mass
5:23 PM Waquoit Congregational Service
6:30 PM Poetic License
7:30 PM Falmouth In Focus
8:00 PM The Curse of the Candy Cottage
9:00 PM Falmouth Is Cooking

Monday, April 6, 2026
10:30 AM Falmouth Is Cooking
11:00 AM V Boys Hockey vs Canton
1:00 PM St. Anthony's Sunday Mass
3:00 PM John Wesley Methodist Service
4:00 PM Poetic License
5:00 PM Falmouth In Focus
6:00 PM MVY's Cape Cod Current
7:00 PM Falmouth Is Cooking
8:00 PM Climate Matters: Jack Richardson
9:00 PM Painting The Cape: Boat Race #1

Tuesday, April 7, 2026
12:30 PM At the Crane: Aine Minogue
3:00 PM Treasure Time: Nigel & the Moon
3:30 PM 1st Congregational Service
4:00 PM V Boys Hockey vs Dartmouth
5:30 PM Preparing for an I.C.E. Encounter
7:00 PM Ripples by Eugenie Kuffler
8:00 PM The Curse of the Candy Cottage
9:00 PM V Boys Hockey vs Wellesley
9:49 PM Arts Alive: Puffy Elvis

Wednesday, April 8, 2026
12:30 PM MVY's Cape Cod Current
1:00 PM FRSO - Winter Concert 2025
3:00 PM The Curse of the Candy Cottage
4:00 PM V Boys Hockey vs Canton
5:00 PM Preparing for an I.C.E. Encounter
6:01 PM John Wesley Methodist Service
7:00 PM V Boys Hockey vs Dartmouth
8:30 PM WHHM: Antebellum Woods Hole

FCTV Education Channel 8

Friday, April 3, 2026
11:30 AM Zé Rui Depina Visits FHS
12:30 PM Falmouth High School No Guff Rally
12:55 PM FHS Winter Concert
2:00 PM FHS Will Ford
2:30 PM NF Grade 4 Concert
3:10 PM NF Grade 1 Concert
6:00 PM FHS Cabaret
8:00 PM Falmouth In Focus
8:35 PM Lawrence School Winter Chorus
9:20 PM Lawrence School Winter Band

Saturday/Sunday, April 4/5, 2026
1:00 PM FHS Spring Band Concert
2:10 PM FHS Spring Chorus Concert
3:00 PM CTE Pathway Awards
3:25 PM FHS Senior Awards Night
5:30 PM FHS Class of 2025 Graduation
7:30 PM CTE Pathway Awards
8:00 PM FHS Spring Band Concert
9:10 PM FHS Spring Chorus Concert

Monday, April 6, 2026
7:20 AM FHS Morning News LIVE 4/6/26
2:00 PM Morse Pond Winter Chorus Concert
2:30 PM Morse Pond Winter Band Concert
3:00 PM Elementary Winter Concert
6:00 PM FPS All Bands Night
7:20 PM NF Grade 4 Concert
8:00 PM FHS Winter Concert
9:30 PM NF Grade 1 Concert
10:00 PM FHS Cabaret

Tuesday, April 7, 2026
7:20 AM FHS Morning News LIVE 4/7/26
6:00 PM FHS Math Honors Induction
6:30 PM School Committee Meeting
9:30 PM Morse Pond Winter Band Concert
10:00 PM FHS Faculty Follies
11:30 PM Morse Pond Winter Chorus Concert

Wednesday, April 8, 2026
6:57 AM Falmouth High School No Guff Rally
7:20 AM FHS Morning News LIVE 4/8/26
7:30 AM FHS Cabaret
9:20 AM FHS Winter Chorus Concert
10:25 AM NF Grade 4 Concert
11:00 AM NF Grade 1 Concert
11:30 AM Zé Rui Depina Visits FHS
12:30 PM Falmouth High School No Guff Rally

FCTV Government Channel 9

Friday, April 3, 2026
1:00 AM Zoning Board of Appeals
4:00 AM Select Board Report
4:50 AM Cape Cod Commission
7:00 AM Zoning Board of Appeals
10:00 AM Select Board Report
10:33 AM Assembly of Delegates
1:00 PM Zoning Board of Appeals
3:00 PM Assembly of Delegates
4:30 PM Policing With The People
5:30 PM Select Board Report
6:27 PM Select Board Meeting -
11:19 PM Falmouth In Focus

Saturday, April 4, 2026
1:00 AM Conservation Commission
4:00 AM Policing With The People
4:41 AM Select Board Report
6:13 AM Assembly of Delegates
7:00 AM Zoning Board of Appeals
9:00 AM Falmouth In Focus
10:00 AM Policing With The People
12:00 PM Zoning Board of Appeals
3:00 PM Policing With The People
3:59 PM Select Board Report
4:33 PM Policing With The People
6:00 PM Assembly of Delegates
7:10 PM Cape Cod Commission

Sunday, April 5, 2026
12:20 AM County Commissioners
2:36 AM Barnstable PFAS Update
3:31 AM Ma House Informal Session
4:00 AM Local Emergency Planning Cmte
4:59 AM County Commissioners
7:52 AM Select Board Meeting -
12:00 PM Assembly of Delegates
1:50 PM Ma House Informal Session
2:30 PM Select Board Report
3:00 PM Steamship Authority Board Meeting
5:04 PM Assembly of Delegates
5:50 PM Ma House Informal Session
6:00 PM County Commissioners
8:15 PM Cape Cod Commission
10:17 PM Barnstable PFAS Update

Monday, April 6, 2026
12:20 AM Fall Town Meeting 2025
7:00 AM Local Emergency Planning Cmte
8:00 AM Fall Town Meeting 2025
1:30 PM Select Board Report
2:21 PM Short Term Rental Cmte
3:30 PM Board Of Health Meeting
6:45 PM Falmouth Spring Town Meeting Night One

Tuesday, April 7, 2026
12:30 AM Select Board Meeting -
7:00 AM Select Board Meeting -
1:00 PM Falmouth Spring Town Meeting Night One
8:40 PM Falmouth Spring Town Meeting Night Two

Wednesday, April 8, 2026
12:20 AM Planning Board Meeting
2:30 AM Falmouth Spring Town Meeting Night Two
7:31 AM Planning Board Meeting
1:00 PM Planning Board Meeting
4:30 PM Local Emergency Planning Cmte
7:00 PM Conservation Commission

Thursday, April 9, 2026
10:00 AM Policing With The People
12:00 PM Select Board Report
1:00 PM Conservation Commission
4:00 PM Select Board Report
5:00 PM Select Board Report
6:00 PM Zoning Board of Appeals

Please note: These listings are partial and subject to change. For complete, up-to-date FCTV listings and video-on-demand, go to fctv.org.

Tides For Points On Vineyard Sound, Buzzards Bay & Cape Cod Bay

		POPPONESSET		FALMOUTH		WOODS HOLE (WHOI) GREAT HARBOR		WEST FALMOUTH		CAPE COD CANAL BUZZARDS BAY		CAPE COD CANAL (EAST)		BARNSTABLE HARBOR	
		HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE
FRIDAY	AM	2:42	8:45	12:23	6:44	9:42	5:00	9:28	3:28	10.53	5:46	12:38	6:51	12:50	7:23
APRIL 3	PM	3:10	8:58	12:51	6:57	10:06	4:00	9:47	3:08	11:09	5:52	1:05	7:05	1:18	7:36
SATURDAY	AM	3:19	9:25	1:00	7:24	10:24	5:36	10:09	3:48	11:34	6:24	1:16	7:32	1:27	8:03
APRIL 4	PM	3:50	9:36	1:31	7:35	10:48	4:24	10:28	3:34	11:50	4:32	1:45	7:45	1:58	8:14
SUNDAY	AM	3:56	10:05	1:37	8:04	11:12	6:12	10:50	4:11		7.07	1:54	8:14	2:04	8:43
APRIL 5	PM	4:30	10:15	2:11	8:14	11:36	4:54	11:11	4:03	12:15	4:59	2:25	8:25	2:38	8:53
MONDAY	AM	4:35	10:47	2:16	8:46		7:00	11:34	4:38	12:32	8:03	2:34	8:56	2:43	9:25
APRIL 6	PM	5:11	10:56	2:52	8:55	12:00	5:30	11:57	4:34	12:56	5:32	3:07	9:07	3:19	9:34
TUESDAY	AM	5:16	11:31	2:57	9:30	12:24	8:00		5:10	1:17	8:58	3:15	9:41	3:24	10:09
APRIL 7	PM	5:56	11:40	3:37	9:39	12:48	6:30	12:24	5:08	1:40	6:09	3:51	9:52	4:04	10:18
WEDNESDAY	AM	6:02		3:43	10:18	1:18	9:00	12:48	5:48	2:04	9:47	4:01	10:29	4:10	10:57
APRIL 8	PM	6:45	12:19	4:26	10:28	1:36	4:24	1:17	5:50	2:25	6.59	4:38	10:40	4:53	11:07
THURSDAY	AM	6:52	12:29	4:33	11:10	2:12	10.06	1:41	6:41	2.51	10.35	4:49	11:20	5.00	11:49
APRIL 9	PM	7:38	1:11	5:19	11:22	2:24	5:00	2:10	6:47	3.09	10:41	5:29	11:32	5:46	

April 3, 2026 - Sunrise is at 6:21AM; sunset is at 7:09 PM



Assessing Department
Town of Falmouth, Massachusetts
59 Town Hall Square, Falmouth MA 02540
Telephone: 508-495-7380
Fax: 508-495-7384
assessing@falmouthma.gov

March 19, 2026

Subject Property:

49A 01 004 000	EEL POND PLACE LLC PO BOX 402 WOODS HOLE, MA 02543

Immediate abutters plus churches and schools within 500'

I, Melissa Motta, acting as custodian of assessment records do hereby certify that the attached documents contain true and complete information from the most recent tax list of the Town of Falmouth, Massachusetts.

Melissa Motta

Director of Assessing

Falmouth, MA

GIS - Abutters

Sorted By: Owner Name

Filter Used: WHERE [Properties].PropertyID IN (24677, 24626, 26059, 24625, 24624, 24622, 24621, 24682, 24620, 24683, 24684, 24619, 25484, 25483, 25487, 25489, 25485, 25486, 24665, 25494, 24664, 24661, 24660) AND [Properties].InactiveFlag = 0 AND [xrLandUse].LandUse > '900' AND [xrLandUse].LandUse < '962'

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
49A 02 000L 000	72 WATER ST FALMOUTH, MA	FALMOUTH TOWN OF 59 TOWN HALL SQ FALMOUTH, MA 02540-2761
49A 01 056 000	24 SCHOOL ST FALMOUTH, MA	FALMOUTH TOWN OF 59 TOWN HALL SQ FALMOUTH, MA 02540-2761
49A 02 000I 000	100 WATER ST FALMOUTH, MA	MARINE BIOLOGICAL LABORATORY 7 MBL ST WOODS HOLE, MA 02543-0000
49A 01 007 000	137 WATER ST FALMOUTH, MA	MARINE BIOLOGICAL LABORATORY 7 MBL ST WOODS HOLE, MA 02543-0000
49A 02 000M 000	68 WATER ST FALMOUTH, MA	WOODS HOLE COMMUNITY ASSOC PO BOX 327 WOODS HOLE, MA 02543-0327
49A 01 058 000	10 SCHOOL ST FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000
49A 02 000K 001	86 WATER ST, Unit 1, 2 ,3 FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000
49A 01 059 000	45 WATER ST FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000
51A 01 002 000	44 WATER ST FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000
51A 01 003 000	0 WATER ST FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
49A 01 005 000	93 WATER ST FALMOUTH, MA	WOODS HOLE OCEANOGRAPHIC INST GENERAL ACCOUNTING OFFICE 569 WOODS HOLE RD ACCTS PAYABLE ATTN LIZ MCGUIRE MS 14 WOODS HOLE, MA 02543-0000

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Phyllis Downey, Administrative Assistant
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: Discuss and consider a vote to approve applications by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of an All Alcoholic Beverages Restaurant License to be exercised at 291 Main Street, Unit B, Falmouth, Monday through Sunday from 11:00 am to 12:00 am . A Common Victualler License application has also been submitted. **(10 minutes)**

Purpose:
The Select Board will consider a vote to approve an application by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of License of an All Alcoholic Beverages Restaurant License and a Common Victualler License to be exercised at 291 Main Street, Unit B, Falmouth, MA.

Background/Summary:

- An application, complete with all requirements, was received on March 20, 2026.
- The proposed manager completed a Town background check on January 14, 2026.
- A Floor Plan consistent with a liquor license application was approved by the Building Commissioner on March 18, 2026.
- The application was forwarded for departmental review with the following findings:
    - The Police Department has no objection.
    - The Fire-Rescue Department found no issues.
    - The Health Department received an application for a Food Service Permit. No other issues.
    - Zoning found no existing Special Permits.

Recommended Actions:
Department Recommendation:
The Town Manager's office recommends approval of the application by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of an All Alcoholic Beverages Restaurant License and a Common Victualler License to be exercised at 291 Main Street, Unit B, Falmouth, MA, as presented.

Options:

- Motion to approve the application by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of License of an All Alcoholic Beverages Restaurant License and a Common Victualler License to be exercised at 291 Main Street, Unit B, Falmouth, MA, as presented.
- Motion to deny the application by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of License of an All Alcoholic Beverages Restaurant License and a Common Victualler License to be exercised at 291 Main Street, Unit B, Falmouth, MA.
- Some other Select Board specified alternative.

Town Manager's Comments:
Following the public hearing, the Town Manager recommends that the Select Board approve the application by Gordon Hospitality, Inc. d/b/a Four Vines for a Transfer of an All Alcoholic Beverages Restaurant License and a Common Victualler License to be exercised at 291 Main Street, Unit B, Falmouth, MA, as presented.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. GORDON HOSP. INC. dba FOUR VINES-TRANSFER + COMMON VIC application 04.13.26
2. GORDON HOSP. INC. dba FOUR VINES-advertisement 04.13.26
3. GORDON HOSP. INC. dba FOUR VINES-reviews 04.13.26

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Gordon Hospitality, Inc. d/b/a Four Vines has applied for a Transfer of License for an All Alcoholic Beverages Restaurant License to be exercised at 291 Main Street, Unit B, Falmouth, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

Publication date: Friday, April 3, 2026; Falmouth Enterprise

Four Vines

RECEIVED
MAR 20 2026
10:57 am
SELECT BOARD OFFICE

Town of Falmouth

59 Town Hall Square
Falmouth MA 02540
508-495-7320

Application for Transfer of License
Restaurant, Club, or Hotel Liquor License Checklist

Liquor License processing generally takes 3 months from the date on which a complete, accurate application or amendment is received with all requirements.

Step 1: *Is your property ready for liquor license approval?*

- ☐ Building Commissioner - obtain approval and sign-off sheet for the Floor Plan, *see page 4.* Provide a copy of page 1 of the ABCC application.
- ☐ A Landscape Plan or Plot Plan/Site Plan is required for outdoor seating, *contact Building Commissioner's office for details.*
- ☐ Provide Floor Plan, page 1 of the application, and sign-off sheet to the Town Planner for review and signature.

Step 2: *Now complete the requirements.*

- ☐ Police Department – Manager must complete a town background check, call 774-255-4527.
- ☐ Health Department – Begin an application for a Food Service Permit in PermitEyes.
- ☐ Building Department – Begin an applicaiton for a Certificate of Inspection Permit in PermitEyes.
- ☐ Town Clerk – Obtain a Certificate of Doing Business *(in most cases).*

Step 3: *Have all the following ready to submit with the application.*

- ☐ Apply for and obtain a new Common Victualler or Innholder License.
- ☐ Prepare to submit all Filing Fees for all licenses and, separately, all License Fees payable by bank or cashier's checks only, *see page 3.*
- ☐ Certificate of Insurance-Liquor Liability insurance coverage.
- ☐ TIPS or other alcohol safety certification for the Manager, *and all employees handling alcohol*

Step 4: *Now you are ready to submit the application to the Select Board.*

- ☐ Submit all pages of the ABCC application and requirements found at ***www.mass.gov/ABCC***
- ☐ Applicant must at their own expense place for advertisement the hearing notice in the Falmouth Enterprise. The publication date will be provided.
- ☐ Attend the Select Board Liquor License Hearing.

Please proofread the application carefully.
Incomplete applications must be returned.
For questions contact licensing@falmouthma.gov or call 508-495-7320

Four Vines – Preliminary Review

RECEIVED
MAR - 3 2026
11:00 am.
SELECT BOARD OFFICE

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Monetary Transmittal Form**
- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Purchase and Sales Agreement**
- **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
  - U.S. Passport
  - Voter's Certificate
  - Birth Certificate
  - Naturalization Papers
  - Permanent Resident Card "Green Card"
  - Employment Authorization Document
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement,** if applicable, requires the following :
  - Management Agreement Application
  - Management Agreement
  - Vote of the Entity
  - CORI Forms for all listed in Section 13 and attachments

Please Note: You may be requested to submit additior. ' supporting documentation if necessary.

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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality: Falmouth

1. TRANSACTION INFORMATION

- [x] Transfer of License
- [ ] Alteration of Premises
- [ ] Change of Location
- [ ] Management/Operating Agreement
- [ ] Pledge of Inventory
- [ ] Pledge of License
- [ ] Pledge of Stock
- [ ] Other
- [ ] Change of Class
- [ ] Change of Category
- [ ] Change of License Type (§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Casual family restaurant. Operating hours from 11 a.m. to 12 a.m. daily.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcohol	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number: 05074-RS-0390
FEIN: 33-1980121
Entity Name: Gordon Hospitality, Inc.
DBA: Four Vines
Manager of Record: Kevin Gordon
Street Address: 291Main Street, Unit B, Falmouth, MA 02540
Phone: 508-317-9445
Email: kevin@charthouserestaurants.com
Add'l Phone:
Website:

4. 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. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

single story building, dry basement 82' X 30', main dining area, bar areas, 1400 square feet. Men's room,women's room, unisex restroom and employee restroom. Kitchen 650 sq. ft.and 2 exterior walk-in coolers.

Total Sq. Footage	Seating Capacity	Occupancy Number
2,500 sf	89	100

Number of Entrances	Number of Exits	Number of Floors
2	2	2

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name: Bluefins Falmouth, Inc.

By what means is the license being transferred?: Purchase

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Andrew K. Baler	Pres,Treasurer & Director	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Kevin Gordon	26 Pinehurst Drive,Bourne, MA 02532	[redacted]	88

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Secretary, Director	50	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB
Thomas Gordon	26 Pinehurst Drive, Bourne, MA 02532	[redacted]	58

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer, Director	50	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		( ) Yes ( ) No	( ) Yes ( ) No	( ) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		( ) Yes ( ) No	( ) Yes ( ) No	( ) Yes ( ) No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

Additional pages attached? ◯Yes ◉No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ◯Yes ◉No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☑
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

Date of Incorporation: Nov. 14, 2024

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: 291 Main Street Nominee Trust

Landlord Phone: 617-547-6559

Landlord Email:

Landlord Address: c/o First Cambridge Realty, Inc., 907 Massachusetts Ave., Cambridge, MA 02139

Lease Beginning Date: May 1, 2019(orig.lea

Rent per Month:

Lease Ending Date: April 30, 2029

Rent per Year:

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

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: David V. Lawler

Phone: 508-778-0303

Title: Attorney

Email: david@dlawlerlaw.com

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Kevin P. Gordon Date of Birth: [redacted]

Residential Address: [redacted]e, Bourne, MA 02532

Email: [redacted]restaurants.com Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 50+

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? (•) Yes ( ) No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (•) No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		see resume'		

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ( ) Yes (•) No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: Kevin Gordon Date: 3/15/26

6

Kevin Patrick Gordon

[redacted]
Address: 26 Pinehurst Drive, Bourne, MA 02532
Phone: 508 [redacted] E-Mail: kevin@chartroomrestaurants.com

Profile

As a highly conscientious, goal driven, college graduate with a bachelor's degree in Business Marketing and a Master's in Luxury Brand Management, I am a motivated self-starter with the ability to multi-task, prioritize and complete projects accurately and within prescribed deadlines. With strong leadership qualities and managerial skills, along with a positive attitude I have the ability to lead and motivate diverse teams. I am currently seeking a challenging career opportunity in the wine and spirits sector where academic and real world experience can be applied to a corporate environment.

Education

INSEEC; Bordeaux, France

MSc Luxury Brand Management: Food and Wine, 2013-2014

University of Massachusetts Dartmouth, Charlton College of Business; North Dartmouth, MA, USA

Bachelor of Science in Marketing, Minor in International Business, (May 2011)

Study Abroad in Barcelona, Spain (Fall 2009)

Experience

Chart Room at Crosby's Restaurant; Osterville, MA (May 2017- Present)

Co-Owner

General Manager/Bartender

Bourne Public Schools; Bourne, MA, USA (*Substitute Teacher)* (January 2015- May 2015)

Chart Room Restaurant; Cataumet, MA, USA (May 2002- October 2016)

Daisy Buchanan's; Boston, MA, USA (November 2012-May 2013)

Bartender

Mario's Cantina; Broadbeach, Australia (March-May 2012)

Languages

English (Native)

Spanish (Intermediate)

French (Beginner)

Computer Skills

Advanced skills in all Microsoft Office applications (Access, Excel, PowerPoint, Word, FrontPage)

Accomplishments

INSEEC, IWine Certification for Global Wines, Spirits, and Liquors; Bordeaux, France

TIPS, Serve Safe, Allergen Awareness, CPR Certified

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯Yes ◉No
If yes, please fill out section 13.
Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯Yes ◯No	◯Yes ◯No	◯Yes ◯No

CRIMINAL HISTORY
Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯Yes ◯No
If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

I, Kevin Gordon the: ☐ sole proprietor; ☐ partner; ☑ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Gordon Hospitality, 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: Kevin Gordon Date: 2-27-2026

Title: President

CORPORATE VOTE

The Board of Directors or LLC Managers of Gordon Hospitality, Inc.
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on December 12, 2025
Date of Meeting

For the following transactions (Check all that apply):

- ☐ New License
- ☑ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

"VOTED: To authorize Kevin Gordon
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."

"VOTED: To appoint Kevin Gordon
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

Kevin Gordon
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

Kevin Gordon
(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

No Fee

Identification Number: 001850015

1. Exact name of the corporation:

GORDON HOSPITALITY INC.

2. Current registered office address:

Agent name: KEVIN GORDON

Number and street: 26 PINEHURST DR

Address 2:

City or town: BUZZARDS BAY State: MA Zip code: 02532

3. The following supplemental information has changed:

☑ Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name	Address
PRESIDENT	KEVIN GORDON	26 PINEHURST DR BUZZARDS BAY, MA 02532 USA
TREASURER	THOMAS GORDON	26 PINEHURST DRIVE BOURNE, MA 02532 USA
SECRETARY	KEVIN GORDON	26 PINEHURST DR BUZZARDS BAY, MA 02532 USA
DIRECTOR	KEVIN GORDON	26 PINEHURST DR BUZZARDS BAY, MA 02532 USA
DIRECTOR	THOMAS GORDON	26 PINEHURST DRIVE BOURNE, MA 02532 USA

☐ Fiscal year end:

January 31

☐ Type of business in which the corporation intends to engage:

RESTAURANT

☐ Principal office address:

Number and street: 26 PINEHURST DR

Address 2:

City or town: BUZZARDS BAY State: MA Zip code: 02532

Country: UNITED STATES

☐

Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 26 PINEHURST DR

Address 2:

City or town: BUZZARDS BAY State: MA Zip code: 02532

Country: UNITED STATES

Which is:

☑ its principal office ○ an office of its transfer agent

○ an office of its secretary/assistant secretary ○ its registered office

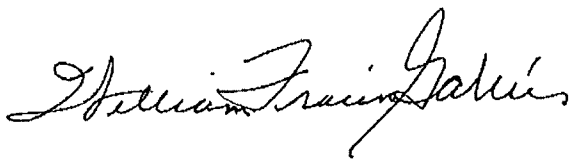
Signed by KEVIN GORDON , its PRESIDENT

on this 17 Day of December, 2025

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

December 17, 2025 11:39 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Town of Falmouth
Department of Public Works - Engineering Division
416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Jim McLoughlin, P.E., Town Engineer
Jim.McLoughlin@falmouthma.gov

House Number Assignment/Change

***NOTE: VACANT LOTS MUST HAVE A VALID BUILDING PERMIT IN ORDER TO BE ASSIGNED A HOUSE NUMBER**

Date: **01/15/2026**

From: Engineering Division

To:

Assessors Department	Gis Department	Planning
Building Department	Combined Dispatch Center	Fire Prevention
Board of Appeals	Notify911	United States Postal Service

Parcel ID(s) (Use separate sheet if required):

47A 14 011 007

Owner's Name:

291 Main Street Nom Trust
Stuart J Rothman, Trustee

Old Address(es) (Use separate sheet if required):

291 Main Street

New Address(es) (Use separate sheet if required):

291 Main Street Unit A
291 Main Street Unit B

This road is: ☑ **PUBLIC** ☐ **PRIVATE** ☐ **STATE**

A Driveway Permit ☐ **IS REQUIRED AND IS ON FILE WITH ENGINEERING** **Permit #:**

☑ **IS NOT REQUIRED**

Falmouth Fire Rescue Approved ☑ **YES** ☐ **NOT APPLICABLE**

Assigned by: Scott Schluter, P.E.

Notes:

Assigning address for two units per current address policy.

THIS FORM IS INFORMATIONAL ONLY, ADDRESS CHANGES ARE OFFICIAL WHEN ASSESSING PUTS IT IN THEIR SYSTEM.

IF THIS CHANGE AFFECTS THE MAILING ADDRESS FOR TOWN BILLING, THE PROPERTY OWNER SHOULD CONTACT THE ASSESSORS OFFICE.

ASSET PURCHASE AGREEMENT

AGREEMENT made this 11th day of December, 2025, by and between Bluefins Falmouth, Inc., a Massachusetts corporation with a principal place of business at 48 Macomber Drive, Yarmouth Port, Massachusetts 02675 (hereinafter referred to as the "Seller"), and Kevin Gordon, of 26 Pinehurst Drive, Bourne, MA 02532.
, and Thomas Gordon, of 26 Pinehurst Drive, Bourne, MA 02532or their Nominee (hereinafter collectively referred to as the "Buyer");

WHEREAS, the Seller is the owner of the restaurant business known as Bluefins, operating at 295 Main Street, Falmouth, Massachusetts (hereinafter referred to as the "Business"); and

WHEREAS, the Buyer is desirous of purchasing certain assets of the Business; and

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

1. Sale of Business: The Seller shall sell to the Buyer, free and clear of all liabilities and encumbrances, any and all tangible assets of the said restaurant business of the Seller in Falmouth, Massachusetts, including, but not limited to, all furniture, fixtures and equipment, leasehold improvements, to the extent owned by the Seller and assignable by the Seller, and other tangible assets including those items set forth on Exhibit 1-1 attached hereto and all assignable warranties relating thereto, and all signage; excluding, however, the name and good will of the business, all inventory, all alcoholic and other beverages, hand tools, vehicles, personal items, receivables, refunds, cash on hand, deposits held by utility companies and those items set forth on Exhibit 1-2. It is understood and agreed that, except as to title, all of said personal property is conveyed "as is" and "where is," without warranty as to the suitability or fitness thereof. For the avoidance of all doubt, the Buyer is not acquiring any liabilities of the Seller.

The tangible personal property shall be conveyed by bill of sale, all free from all liens and encumbrances. In addition, the Seller shall assign to the Buyer all assignable manufacturers' warranties relating to the property to be conveyed hereunder, if any.

2. Purchase Price: The purchase price for the property described in Paragraph No. 1, above, shall [redacted] certified or bank cashier's check or wire at the time set for performance hereunder.

3. Allocation of Purchase Price: The Purchase Price shall be allocated as follows:

[redacted]

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONDITIONAL RELEASE

This Assignment and Assumption of Lease and Conditional Release (this "Assignment") is made as of Feb. 13, 2026, by and among:

Stuart J. Rothman, Trustee of 291 Main Street Nominee Trust, with an address c/o First Cambridge Realty, Inc., 907 Massachusetts Avenue, Cambridge, Massachusetts 02139 (the "Landlord");

Bluefins Falmouth, Inc., a Massachusetts corporation, with a principal address of 513 Main Street, Chatham, Massachusetts 02633 (the "Assignor"); and

Gordon Hospitality, Inc., a Massachusetts corporation, with a principal address of 26 Pinehurst Drive Bourne Massachusetts (the "Assignee").

RECITALS

A. Landlord and Assignor are parties to that certain lease dated on or about May 10, 2019, as amended, covering approximately 2,500 square feet of commercial space located at 291- 295 Main Street, Falmouth, Massachusetts (the "Lease"). (See Lease attached here with as Exhibit A)

B. Assignor has entered into an Asset Purchase Agreement dated December 11, 2025, pursuant to which Assignee is acquiring substantially all of the business and assets of Assignor conducted at the leased premises (the "Asset Purchase Agreement").

C. Assignor desires to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee desires to assume the Lease, subject to the terms and conditions set forth herein.

D. Landlord is willing to consent to such assignment and to release Assignor and its guarantor, Andrew K. Baler, from further obligations under the Lease, subject to the conditions set forth herein.

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

1. Assignment.

Effective as of the Closing Date under the Asset Purchase Agreement (the "Effective Date"), Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Lease.

2. Assumption.

Effective as of the Effective Date, Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, observe and be bound by all of the covenants, agreements,

liabilities and obligations of the tenant under the Lease arising from and after the Effective Date, as though Assignee were the original tenant named therein.

3. Consent of Landlord.

Landlord hereby consents to the assignment of the Lease by Assignor to Assignee on the terms and conditions set forth in this Assignment.

4. Conditional Release of Assignor.

Provided that:

(a) the closing of the Asset Purchase Agreement has occurred; and
(b) Assignee has executed this Assignment and the guaranty attached hereto; and
(c) Assignee has taken possession of the leased premises; and
(d) no uncured monetary default exists under the Lease as of the Effective Date; and

(e) Assignee delivers to Landlord insurance certificates as more particularly defined in Section 9(d) of the Lease; and

(f) Assignor and Assignee pay Landlord the legal fees incurred by Landlord in connection with this Assignment in the amount of $ split equally between the Assignor and the Assignee,

then, effective as of the Effective Date, Landlord hereby releases Assignor and Andrew K. Baler from any and all obligations and liabilities under the Lease arising from and after the Effective Date.

Notwithstanding the foregoing, Assignor shall remain liable for any and all obligations, liabilities and defaults under the Lease arising prior to the Effective Date.

5. No Modification of Lease.

Except as expressly provided in this Assignment, the Lease shall remain in full force and effect, unchanged and unmodified, and is hereby ratified and confirmed by Landlord, Assignor and Assignee.

6. Representations.

Assignor represents and warrants to Landlord and Assignee that, to Assignor's knowledge, the Lease is in full force and effect and has not been assigned, pledged or otherwise transferred.

Assignee and those individuals acting on behalf of Assignee represent and warrant to Landlord and Assignor that Assignee has full power and authority to enter into this Assignment and to perform its obligations hereunder and has taken any and all action necessary in connection therewith.

7. Indemnification.

From and after the Effective Date, Assignee shall defend, indemnify and hold harmless Landlord and Assignor from and against any and all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising out of or relating to Assignee's use or occupancy of the leased premises or any breach of the Lease by Assignee.

8. Binding Effect.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

10. Counterparts.

This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

LANDLORD:

291 MAIN STREET NOMINEE TRUST

By: Stuart Rothman
01D280A3FDCE425...
Stuart J. Rothman, Trustee

Date: 2/13/2026

ASSIGNOR:

BLUEFINS FALMOUTH, INC.

By:
Name: Andrew K Baker
Title: President

Date: 2/10/26

ASSIGNEE:

GORDON HOSPITALITY, INC.

By: Kevin Gordon
Name: Kevin Gordon
Title: President

Date: Feb. 11, 2026

2

LEASE

291 MAIN STREET

FALMOUTH, MASSACHUSETTS

Between

Stuart J. Rothman, Trustee of 291 Main Street Nominee Trust, Lessor

And

Bluefins Falmouth, Inc., Lessee

Landlord, sometimes referred to as Lessor, and Tenant sometimes referred to as Lessee, both of whom are identified in Section 1 hereof hereby agree to the following lease:

Section 1. Fundamental Lease Provisions

DATE OF EXECUTION: May 10, 2019 (the "Effective Date")

LANDLORD: Stuart J. Rothman, Trustee of 291 Main Street Nominee Trust

ADDRESS OF LANDLORD: c/o First Cambridge Realty Inc.
907 Massachusetts Ave. Cambridge, MA. 02139

TENANT: Bluefins Falmouth, Inc., a Massachusetts Corporation

ADDRESS OF TENANT: 513 Main Street, Chatham, MA. 02633 or 48 Macolmber Drive, Yarmouthport, MA. 02675

LEASED PREMISES: That portion of the premises known and numbered 291-295 Main Street, Falmouth, Massachusetts (the "Property") in the building thereon (the "Building"), depicted on a portion of the floor plan attached hereto and incorporated herein as Exhibit A and containing approximately Two Thousand Five Hundred (2500) square feet, together with that portion of the partitioned basement located under a portion of the above described first floor(the "Leased Premises").

ORIGINAL LEASE TERM: Ten (10) years

OPTION TERMS: One (1) Five (5) year option term subject always to the expressed terms and conditions set forth in this Lease.

CONDITION OF PREMISES: As Is, except that Landlord, subject always to the approval of pending historical application, shall replace the façade windows for both 291 and 295 Main Street, said work to commence as soon as practicable after the date of this Lease.

TOWN OF FALMOUTH

Office of the Town Manager & Selectmen
59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone (508) 495-7320 • licensing@falmouthma.gov

COMMON VICTUALLER & INNHOLDER LICENSE APPLICATION

CHECK THE APPROPRIATE LICENSE

- [x] Common Victualler
- [ ] Innholder
- [x] Annual License
- [ ] Seasonal License

Required fields are outlined in red:

NAME OF APPLICANT: Kevin Gordon **TITLE:** President

HOME ADDRESS: [redacted]

Town: Buzzards Bay **State:** MA **Zip code:** 02532

BUSINESS NAME Gordon Hospitality, Inc.

***D/B/A** if any:* Four Vines

BUSINESS ADDRESS: 295 Main Street Unit B

Town: Falmouth **State:** MA **Zip code:** 02540

MAILING ADDRESS *(if different)*:

Town: **State:** **Zip code:**

FEDERAL ID #: 33-1980121 **MANAGER OF RECORD:** Kevin Gordon

EMAIL – *required*: kevin@chartroomrestaurants.com

TELEPHONE – BUSINESS: **ALTERNATE:** [redacted]

DAYS OF OPERATION: 7 days a week

HOURS OF OPERATION: 11 a.m. to 12 a.m.

SEATING CAPACITY : 89

APPLICATION MUST BE SIGNED BY OWNER, MANAGER of RECORD, OR AUTHORIZED REPRESENTATIVE

**DATE: 2/27/2026

Kevin Gunn

Signature: OWNER or MANAGER of RECORD

APPLICATION REQUIREMENTS :

- **Food Service Establishment Permit – Health Department**
- **Filing Fee $10.00 due with application**
- **License Fee $60.00 due upon issue**
- **Business Structure Documents:**
  - **a. Copy of Articles of Organization (*if corporation)***
  - **b. Copy of LLC Agreement *(if limited liability company)***
  - **c. Copy of Partnership Agreement *(if partnership)***
  - **d. Copy of Certificate of Doing Business *(if sole proprietorship)***
- **Copy of lease or deed**
- **Copy of special zoning permits, *if any***
- **Copy of Floor Plan**
- **Copy of Menu**
- **Attend a hearing before the Board of Selectmen at a time and date designated**

Oyster & Ivy

RAW

OYSTERS *cocktail sauce, mignonette, lemon*
SHRIMP COCKTAIL *cocktail sauce, lemon*
TUNA TARTARE *sashimi tuna, avocado puree, capers*
SEABASS CEVICHE *citrus, jalapeño, confit garlic aioli*

SOUP & SALAD

CHOWDER *clam & quahog, charred salted pork, red bliss potato, saltines*
LOBSTER BISQUE *white wine, sherry, cream, Tarragon oil, chives, grilled sourdough*
BEET *red and golden beets, whipped ricotta, toasted pistachio, honey*
ROCKET *arugula, parmesan, lemon, oil*

SMALL PLATES

GOAT CHEESE BRÛLÉE *cranberry chutney, assorted nuts, grilled sourdough*
CRAB COCKTAIL *lumb blue crab, old bay aioli, microgreens*
PROSCUITTO *burrata, melon, chives, honey, grilled sourdough*
MUSSELS *curry, coconut, grilled sourdough*
LAMB RACK *spicy mint chimichurri, orzo pasta salad*
OCTOPUS *chorizo squid ink carolino rice, garlic aioli, mojo verde*
PREGO BITES garlic marinated shaved prime rib, mustard, pickles, beer jus, bread

SANDWICHES

SWORDFISH TACOS *Cajun, mango chutney, chipotle slaw*
CHICKEN *fried, butterhead lettuce, brie, red pepper aioli, ciabatta*
BURGER *two smashed paddies, brisket blend, confit onions, American cheese, tallow aioli, potato bun, truffle fries*

ENTREES

LOBSTER SPAGHETTI *butter poached lobster, rosé tomato sauce, basil oil, fresh basil*
SKIRT STEAK *citrus marinade, mojo verde, habanero creamy risotto*
SALMON *Peruvian pesto, bucatini pasta, confit cherry tomatoes*
STEAK FRITES *grilled ribeye, thin cut fries, chimichurri compound butter*
BONE-IN SWORDFISH *black lime seasoning, Cajun butter, sweet corn risotto, asparagus*
HALIBUT *creamy risotto, golden tomato broth, red cherry tomato confit*
HERITAGE CHICKEN *garlic lemon marinade, basmati rice, charred leek sauce*
SEA SCALLOPS *seared, prosciutto, sweet potato and mascarpone cream sauce, bucatini pasta*

Complete prior to applying for:
Transfer of Liquor License

APPLICANT: Gordon Hospitality Inc. (Four Vines Restaurant)

ADDRESS: 291 Main St, Unit B

LICENSE APPLIED FOR: Liquor License

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

a. **A Floor Plan completed and stamped by an *Engineer or Architect* to the Building Commissioner's office. The Plan must include all seating, parking, and the occupancy load calculation.**

b. **For outdoor seating, submit a Landscape Plan or a Plot Plan/Site Plan,** *see building Commissioner's office for details.*

Plan Submitted & Drawn by: Keenan + Kenny Architects
Plan Number: _____
Plan Date: 03/16/2026
Revision date: _____; _____; _____

NOTES: _____

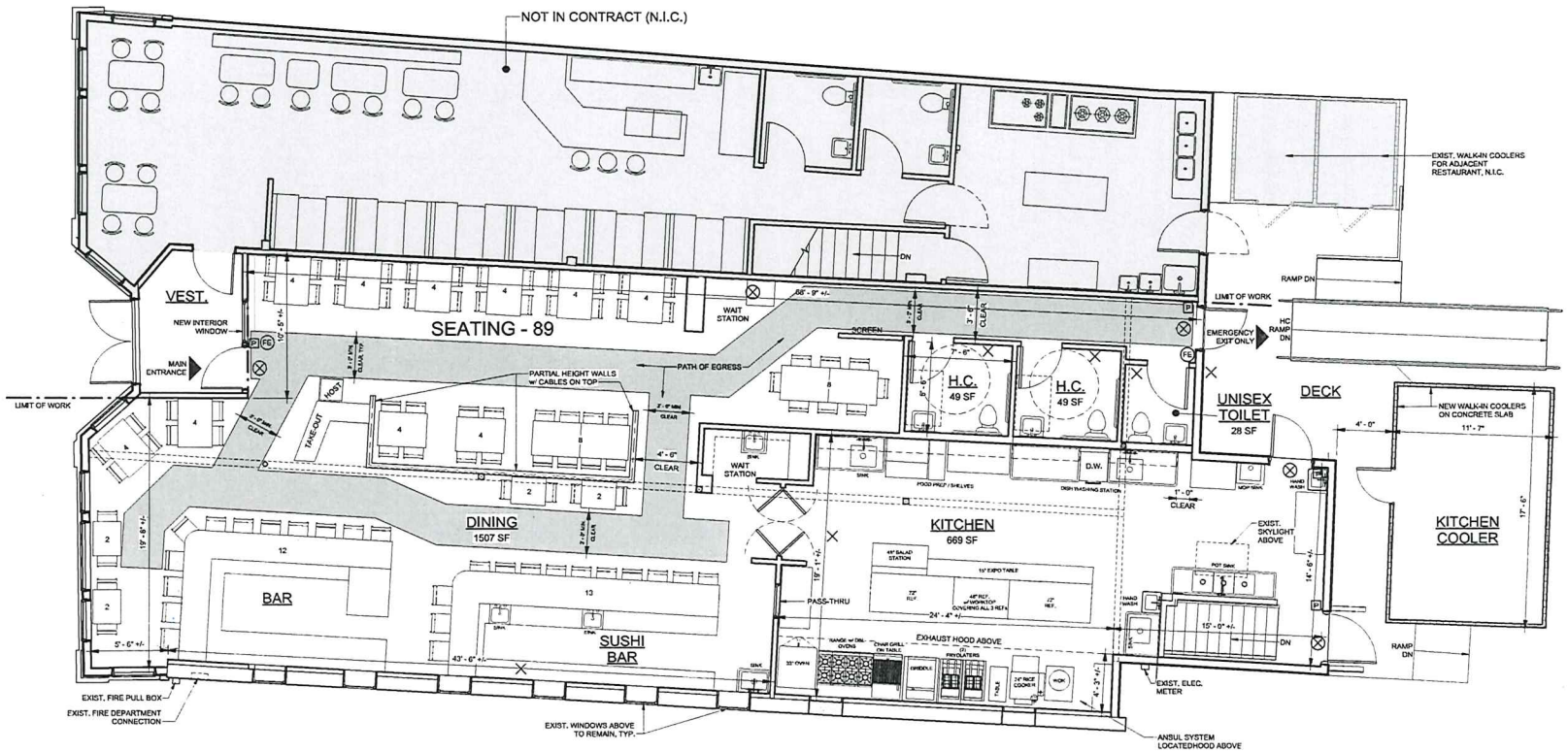
_____

Building Commissioner: X _____

Date: 3-18-26

Town Planner: X _____

Date: X 3/18/25



A EXISTING FIRST FLOOR PLAN 2026
1/4" = 1'-0"

DRAWINGS REVIEWED
BY
FALMOUTH BUILDING DEPARTMENT
CONSTRUCTION SUBJECT TO MA BUILDING CODE COMPLIANCE
One set of stamped plans shall be kept at the building site

3-18-26
Date

Building Official

WALL TYPES

- EXISTING WALLS
- EXISTING COOLER WALLS

EMERGENCY LIGHTING / SIGNS

- EXIT / EMERGENCY LITE
- EMERGENCY LITE
- PULL STATION / PULL STATION w/ STROBE
- SMOKE DETECTOR
- FIRE EXTINGUISHER

DATE: 16 MARCH 2026

REVISIONS
REVISED 1 AUG 2019

KEENAN + KENNY ARCHITECTS, LTD.
159 Main Street
Falmouth, Massachusetts 02540
508-540-0500 office@keennykarchitects.com
www.keennykarchitects.com

EXISTING PLANS FOR:
FOUR VINES
291B MAIN STREET FALMOUTH, MA

SHEET TITLE: EXISTING FLOOR PLAN 2026

REGISTERED ARCHITECT No. 5445 BARNSTABLE, MA

PROJECT NO. FOUR VINES

SCALE: 1/4" = 1'-0"

EX1.1

3/16/2026 11:35:03 AM

Municipal Legal Notices

PUBLIC NOTICE
INVITATION TO BID
SURPLUS VEHICLE

The Town of Falmouth will accept bids for the following vehicle

2014 Ford Econo van VIN #1FMNE1B-WXEDA45814 Mileage 240,719

Submit bids in sealed envelopes, marked 2014 FORD ECONO VAN. Send bids to Aiden Molloy, 340 Teaticket Highway, East Falmouth, MA 02536. **Mr. Molloy must receive bids by 4:00 pm Friday 4/10/2026 for bids to be eligible.** All ineligible bids will be returned unopened.

For additional information, please call 508-540-0150 ext. 176. The Town of Falmouth reserves the right to accept or reject any of all bids.

April 3, 2026

Pursuant to M.G.L. c. 91 § 40, NOTICE is hereby given by the Town of Falmouth of its intent to claim title to a 1987 cabin cruiser 33' motor vessel known as BLUES TRAVELER, Hull ID# TRJGJ055A787. Said vessel has been abandoned and is located at the Falmouth Town Pier, Falmouth, MA, c/o Falmouth Harbormaster. Any owner or lienholder may reclaim the vessel within 30 days, subject to the rights of any other lienholder. Failure to claim the vessel will constitute a waiver of all rights, title and interest in the vessel. If ownership or a lienholder interest is not claimed and the vessel is not removed within 90 days after the owner, the owner's agent or employee signs the return receipt or within 90 days after the last day of notice by publication, whichever is later, the claimant Town of Falmouth may apply to the office for title to the vessel.

April 3, 2026
April 10, 2026
April 17, 2026

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at 3:00 p.m. on Wednesday, April 15, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) Handhole 179/H2 and approximately 37' (feet) of 1-3" conduit in the Right of Way of Maple Street.

This work is necessary to provide service at 41 Maple Street

Per Order of the Falmouth Select Board

April 3, 2026

Falmouth Zoning Board of Appeals
Notice of Public Hearing for
April 30, 2026

Notice is hereby given of the following **Public Hearing @ 6:00pm and Open Meeting** in the Select Board's Meeting Room, Town Hall, Falmouth, MA. on ***Thursday, April 30 , 2026***

Continuation(s)
#003-26 Doyle, Trustee
43 Ocean View Avenue, North Falmouth

Application #016-26 Stephen and Stephanie Keefe, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to raze both of the existing, non-conforming dwellings and construct a single-family dwelling, increasing lot coverage by structures. **The subject property is 36 Hiawatha Street, Teaticket, Ma.**
Application #017-26 Robert and Lynn Murphy, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to remove the existing deck and construct additions to the existing, non-conforming dwelling exceeding 20% lot coverage by structures. **The subject property is 35 Pleasant View Avenue, Falmouth, Ma.**
Application #018-26 Jason F. and Kerry J. Bourne, Trustees: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-10.2A of the Code of Falmouth to raze portions of the existing structure and construct an attached garage with habitable space above; use will change to residential use. **The subject property is 6 Falmouth Heights Road, Falmouth, Ma.**
Application #007-26 Stephen H. Ogilvy, Jr.: Applied to the Zoning Board of Appeals for a Special Permit pursuant to section(s) 240-6.6B of the Code of Falmouth to allow garage space for more than two cars. **The subject property is 34 Siders Lane, Falmouth, Ma.**

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

April 3, 2026
April 10, 2026

The **FALMOUTH CONSERVATION COMMISSION** will hold a public hearing under Section 40, Chapter 131 of the general laws of the Commonwealth of Massachusetts Wetlands Protection Act and/or the Town of Falmouth Wetlands Protection Bylaw on **Wednesday, April 15, 2026, at 7:00 PM.**

Covid protocols have been extended to allow for continued expanded remote participation, **the April 15, 2026, public meeting of the Falmouth Conservation Commission shall be physically closed to the public to avoid group congregation.** Public access to this meeting shall be provided in the following manner:

1. The meeting will be televised via Falmouth Community Television.
2. Real-time public comment can be addressed to the Conservation Commission utilizing the Zoom virtual meeting software for remote access. This application will allow users to view and participate in the meeting. Text comments submitted with the Chat function will be read into the record at the appropriate points in the meeting.
a. Zoom Login instructions:
i. Instructions and the meeting link for this specific meeting can be found at the following web address: http://www.falmouthma.gov/Conservation
ii. Please plan on 10-15 minutes of preparation time to log in though it may be less if you have previously used Zoom on the device you will use to access this meeting.
3. Additionally, public comments may be sent in advance of the meeting to concom@falmouthma.gov **at least 5 hours prior** to the beginning of the meeting. Documents and audio or video files may also be submitted via email. Submitted email comments and documents will be made part of the meeting record and may be read into the record, summarized, or displayed during the meeting at the discretion of the chair.
4. Applicants, their representatives, and individuals with enforcement matters before the Conservation Commission shall appear remotely. Applicants, their representatives, and individuals with enforcement matters before the Conservation Commission may contact the Conservation Department to arrange an alternative means of real-time participation if unable to use the Zoom virtual meeting software. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting to concom@falmouthma.gov so they may be displayed for remote public access viewing.

Complete applications are available by request and will be sent via email.

REQUESTS FOR DETERMINATION OF APPLICABILITY

Brian Quinn, 55 Seashell Lane, Falmouth, MA – For permission to expand an existing patio.

Frank Stepien, 1 Seagull Lane, Falmouth, MA – For permission to expand an existing deck and install mitigation plantings.

Carl Cavossa, 34 Maravista Avenue, Falmouth, MA – For permission to fill in an existing pool, remove a concrete pad, and remove a propane tank.

Robert Thompson, 33 Penzance Road, Falmouth, MA – For permission to remove 10-14 dead and declining trees.

Conor McLaughlin, 88 & 110 Scranton Avenue, Falmouth, MA – For permission to remove concrete, install astroturf, and install plantings.

REQUESTS FOR A HEARING UNDER A NOTICE OF INTENT

Judith W. Parker Qualified Personal Residence Trust, 36 Buzzards Bay Avenue, Falmouth, MA – For permission to reconstruct and enlarge a deck and install mitigation plantings.

Town of Falmouth, Beach Department, Falmouth beaches, Falmouth, MA – For permission to implement the 2026 Falmouth Beach Management Plan.

Matt Naegelin, 0 Tobey Lane (Map/parcel: 41 01 000C 000), Falmouth, MA – For permission to construct a single family dwelling and accessory dwelling unit on a wooded lot; install a Title V sewage disposal system; and all associated grading, clearing, and landscaping.

REQUESTS TO AMEND AN EXISTING ORDER OF CONDITIONS

William and Elizabeth Scannell, 314 Quissett Avenue, Falmouth, MA – Request to amend the Order of Conditions for MA DEP# 25-5063 to include a new driveway connection, and the installation of air conditioning units and a generator.

HEARINGS UNDER AN ENFORCEMENT ORDER

Charles and Maria Clark, 41 Davis Neck Road, Falmouth, MA – Unpermitted cutting, clearing, and expansion of hardscape within Conservation jurisdiction.
By Order of:Bill Duffy, Chairman
Falmouth Conservation Commission

April 3, 2026

Request for Proposal-Real Property

The Falmouth Retirement Board ("Board") is seeking proposals from qualified property owners to purchase a parcel of land, with buildings thereon with associated parking, within the Town of Falmouth, to use for the administrative offices of the Falmouth Contributory Retirement System. The Board has determined that this purchase is subject to M.G.L. Chapter 30B and Commonwealth of Massachusetts Regulations 840 C.M.R. - Public Employee Retirement Administration Commission ("PERAC").

All respondents are hereby advised that any proposal selected shall be subject to: (1) formal approval by the Board in accordance with the specified evaluation criteria, including but not limited to, the best interests of the retirement system, (2) a written agreement, and (3) authorization of the engagement by PERAC. Additional terms of purchase to be reasonably negotiated.

The R.F.P. will be available as of Wednesday, April 1, 2026. Completed original, hard copies and electronic copies of the respondent's R.F.P. response must be received no later than 2:00 p.m. ET on Wednesday, May 6, 2026. Any proposals submitted after this time will not be accepted. At its discretion, the Board reserves the right to cancel or reject in whole or in part any and all proposals in the best interest of the retirement system.

Requests for a copy of the R.F.P. should be sent to: Falmouth Retirement System Attn: Francis St. Germaine, Director 80 Davis Straits, Suite 102 Falmouth, MA 02540

E-Mail: retire@falmouthretirementma.gov Subject line: REAL PROPERTY R.F.P.

April 3, 2026
April 10, 2026
April 17, 2026

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Gordon Hospitality, Inc. d/b/a Four Vines has applied for a Transfer of License for an All Alcoholic Beverages Restaurant License to be exercised at 291 Main Street, Unit B, Falmouth, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

April 3, 2026

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Wicked Shuckers, LLC d/b/a Shuckers has applied for a Seasonal All Alcoholic Beverages Restaurant License to be exercised at 89 Water Street, Suite B1, Woods Hole, MA. A Common Victualler License application has also been submitted.

A hearing on the above application will be held at the Falmouth Senior Center, Old Silver/Surf Drive, 780 Main Street on Monday, April 13, 2026, at 6:45 pm.

Comments may be sent to selectboard@falmouthma.gov.

Per order of the Select Board

LICENSING BOARD
Robert P. Mascali
Heather M. H. Goldstone
Douglas C. Brown
Colin W. Reed
Jack P Richardson

April 3, 2026

LEGAL NOTICE
MARINE & ENVIRNRONMENTAL SERVICES DEPARTMENT

COMMERCIAL SHELLISH PERMIT LOTTERY

The town will hold a lottery to award new commercial shellfish permits in 2026. Permits will first be made available to junior diggers. Junior applicants must be 16 & 17 years of age only. Remaining available permits will be available to adult diggers in a second drawing. To qualify for the lottery, applicants must file a junior or adult commercial permit application with our office no later than **Tuesday, April 21, 2026, at 3:00 PM**. All applications received by that time and date will be entered into the lottery to be selected for an available permit. The lottery will be held at the Marina Building, 180 Scranton Ave, Falmouth, MA 02540 at **3:00 PM on Monday, April 27, 2026**. The lottery will be open to the public for viewing. All successful applicants will have to provide satisfactory proof of residency in Falmouth for 6 months, proof of age for junior applicants, copy of their state shellfish transaction card, and pay the annual $300.00 permit fee prior to issuance of the town permit. Questions should be directed to the MES Department at 508-457-2550, Ext. 5.

Gregg Fraser
MES Director

April 3, 2026
April 10, 2026

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Select Board Meeting Room at 3:00 p.m. on Wednesday, April 15, 2026, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install new Handhole #148/3H and approximately 35' (feet) of 1-3" conduit in the Right of Way of Standish Avenue.

This work is necessary to provide service to 188 Sippewissett Road, Falmouth.

Per Order of the Falmouth Select Board

April 3, 2026

FCTV Programming Highlights
April 3, 2026

FCTV Public Channel 6

Friday, April 3, 2026
3:00 PM V Boys Hockey vs Franklin
4:00 PM Runnah! Ruck4HIT Updates
5:09 PM Wood People: The Blight
5:30 PM Falmouth Is Cooking
6:00 PM The Curse of the Candy Cottage
7:00 PM The Point: News Roundup
8:00 PM Falmouth In Focus
8:30 PM MVY's Cape Cod Current
9:00 PM Cape Conversations: CSO
9:30 PM Poetic License

Saturday, April 4, 2026
11:00 AM The Point: News Roundup
5:30 PM Falmouth Is Cooking
6:00 PM Climate Matters: Jack Richardson
7:00 PM Runnah! Ruck4HIT Updates
8:30 PM JBC Author Talks: Rabin/Kreitner
9:32 PM Ripples by Eugenie Kuffler
10:30 PM Gay USA

Sunday, April 5, 2026
3:00 PM 1st Congregational Service
3:30 PM Lights Camera Polka!
4:00 PM St. Anthony's Sunday Mass
5:23 PM Waquoit Congregational Service
6:30 PM Poetic License
7:30 PM Falmouth In Focus
8:00 PM The Curse of the Candy Cottage
9:00 PM Falmouth Is Cooking

Monday, April 6, 2026
10:30 AM Falmouth Is Cooking
11:00 AM V Boys Hockey vs Canton
1:00 PM St. Anthony's Sunday Mass
3:00 PM John Wesley Methodist Service
4:00 PM Poetic License
5:00 PM Falmouth In Focus
6:00 PM MVY's Cape Cod Current
7:00 PM Falmouth Is Cooking
8:00 PM Climate Matters: Jack Richardson
9:00 PM Painting The Cape: Boat Race #1

Tuesday, April 7, 2026
12:30 PM At the Crane: Aine Minogue
3:00 PM Treasure Time: Nigel & the Moon
3:30 PM 1st Congregational Service
4:00 PM V Boys Hockey vs Dartmouth
5:30 PM Preparing for an I.C.E Encounter
7:00 PM Ripples by Eugenie Kuffler
8:00 PM The Curse of the Candy Cottage
9:00 PM V Boys Hockey vs Wellesley
9:49 PM Arts Alive: Puffy Elvis

Wednesday, April 8, 2026
12:30 PM MVY's Cape Cod Current
1:00 PM FRSO - Winter Concert 2026
3:00 PM The Curse of the Candy Cottage
4:00 PM V Boys Hockey vs Canton
5:00 PM Preparing for an I.C.E Encounter
6:01 PM John Wesley Methodist Service
7:00 PM V Boys Hockey vs Dartmouth
8:30 PM WHHM: Antebellum Woods Hole

FCTV Education Channel 8

Friday, April 3, 2026
11:30 AM Zé Rui Depina Visits FHS
12:30 PM Falmouth High School No Guff Rally
12:55 PM FHS Winter Concert
2:00 PM FHS Will Ford
2:30 PM NF Grade 4 Concert
3:10 PM NF Grade 1 Concert
6:00 PM FHS Cabaret
8:00 PM Falmouth In Focus
8:35 PM Lawrence School Winter Chorus
9:20 PM Lawrence School Winter Band

Saturday/Sunday, April 4/5, 2026
1:00 PM FHS Spring Band Concert
2:10 PM FHS Spring Chorus Concert
3:00 PM CTE Pathway Awards
3:25 PM FHS Senior Awards Night
5:30 PM FHS Class of 2025 Graduation
7:30 PM CTE Pathway Awards
8:00 PM FHS Spring Band Concert
9:10 PM FHS Spring Chorus Concert

Monday, April 6, 2026
7:20 AM FHS Morning News LIVE 4/6/26

2:00 PM Morse Pond Winter Chorus Concert
2:30 PM Morse Pond Winter Band Concert
3:00 PM Elementary Winter Concert
6:00 PM FPS All Bands Night
7:20 PM NF Grade 4 Concert
8:00 PM FHS Winter Concert
9:30 PM NF Grade 1 Concert
10:00 PM FHS Cabaret

Tuesday, April 7, 2026
7:20 AM FHS Morning News LIVE 4/7/26
6:00 PM FHS Math Honors Induction
6:30 PM School Committee Meeting
9:30 PM Morse Pond Winter Band Concert
10:00 PM FHS Faculty Follies
11:30 PM Morse Pond Winter Chorus Concert

Wednesday, April 8, 2026
6:57 AM Falmouth High School No Guff Rally
7:20 AM FHS Morning News LIVE 4/8/26
7:30 AM FHS Cabaret
9:20 AM FHS Winter Chorus Concert
10:25 AM NF Grade 4 Concert
11:00 AM NF Grade 1 Concert
11:30 AM Zé Rui Depina Visits FHS
12:30 PM Falmouth High School No Guff Rally

FCTV Government Channel 9

Friday, April 3, 2026
1:00 AM Zoning Board of Appeals
4:00 AM Select Board Report
4:58 AM Cape Cod Commission
7:00 AM Zoning Board of Appeals
10:00 AM Select Board Report
10:33 AM Assembly of Delegates
1:00 PM Zoning Board of Appeals
3:00 PM Assembly of Delegates
4:30 PM Policing With The People
5:30 PM Select Board Report
6:27 PM Select Board Meeting -
11:19 PM Falmouth In Focus

Saturday, April 4, 2026
1:00 AM Conservation Commission
4:00 AM Policing With The People
4:41 AM Select Board Report
6:13 AM Assembly of Delegates
7:00 AM Zoning Board of Appeals
9:00 AM Falmouth In Focus
10:00 AM Policing With The People
12:00 PM Zoning Board of Appeals
3:00 PM Policing With The People
3:59 PM Select Board Report
4:33 PM Policing With The People
6:00 PM Assembly of Delegates
7:10 PM Cape Cod Commission

Sunday, April 5, 2026
12:20 AM County Commissioners
2:36 AM Barnstable PFAS Update
3:31 AM Ma House Informal Session
4:00 AM Local Emergency Planning Cmte
4:59 AM County Commissioners
7:52 AM Select Board Meeting -
12:00 PM Assembly of Delegates
1:50 PM Ma House Informal Session
2:30 PM Select Board Report
3:00 PM Steamship Authority Board Meeting
5:04 PM Assembly of Delegates
5:50 PM Ma House Informal Session
6:00 PM County Commissioners
8:15 PM Cape Cod Commission
10:17 PM Barnstable PFAS Update

Monday, April 6, 2026
12:20 AM Fall Town Meeting 2025
7:00 AM Local Emergency Planning Cmte
8:00 AM Fall Town Meeting 2025
1:30 PM Select Board Report
2:21 PM Short Term Rental Cmte
3:30 PM Board Of Health Meeting
6:45 PM Falmouth Spring Town Meeting Night One

Tuesday, April 7, 2026
12:30 AM Select Board Meeting -
7:00 AM Select Board Meeting -
1:00 PM Falmouth Spring Town Meeting Night One
6:40 PM Falmouth Spring Town Meeting Night Two

Wednesday, April 8, 2026
12:20 AM Planning Board Meeting
2:30 AM Falmouth Spring Town Meeting Night Two
7:31 AM Planning Board Meeting
1:00 PM Planning Board Meeting
4:30 PM Local Emergency Planning Cmte
7:00 PM Conservation Commission

Thursday, April 9, 2026
10:00 AM Policing With The People
12:00 PM Select Board Report
1:00 PM Conservation Commission
4:00 PM Select Board Report
5:00 PM Select Board Report
6:00 PM Zoning Board of Appeals

Please note: These listings are partial and subject to change. For complete, up-to-date FCTV listings and video-on-demand, go to fctv.org.

Tides For Points On Vineyard Sound, Buzzards Bay & Cape Cod Bay

		POPPONESSET		FALMOUTH		WOODS HOLE (WHOI) GREAT HARBOR		WEST FALMOUTH		CAPE COD CANAL BUZZARDS BAY		CAPE COD CANAL (EAST)		BARNSTABLE HARBOR	
		HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE	HIGH TIDE	LOW TIDE
FRIDAY	AM	2:42	8:45	12:23	6:44	9:42	5:00	9:28	3:28	10:53	5:46	12:38	6:51	12:50	7:23
APRIL 3	PM	3:10	8:58	12:51	6:57	10:06	4:00	9:47	3:08	11:09	5:52	1:05	7:05	1:18	7:36
SATURDAY	AM	3:19	9:25	1:00	7:24	10:24	5:36	10:09	3:48	11:34	6:24	1:16	7:32	1:27	8:03
APRIL 4	PM	3:50	9:36	1:31	7:35	10:48	4:24	10:28	3:34	11;50	4:32	1:45	7:45	1:58	8:14
SUNDAY	AM	3:56	10:05	1:37	8:04	11:12	6:12	10:50	4:11		7:07	1:54	8:14	2:04	8:43
APRIL 5	PM	4:30	10:15	2:11	8:14	11:36	4:54	11:11	4:03	12:15	4:59	2:25	8:25	2:38	8:53
MONDAY	AM	4:35	10:47	2:16	8:46		7:00	11:34	4:38	12:32	8:03	2:34	8:56	2:43	9:25
APRIL 6	PM	5:11	10:56	2:52	8:55	12:00	5:30	11:57	4:34	12:56	5:32	3:07	9:07	3:19	9:34
TUESDAY	AM	5:16	11:31	2:57	9:30	12:24	8:00		5:10	1:17	8:58	3:15	9:41	3:24	10:09
APRIL 7	PM	5:56	11:40	3:37	9:39	12:48	6:30	12:24	5:08	1:40	6:09	3:51	9:52	4:04	10:18
WEDNESDAY	AM	6:02		3:43	10:18	1:18	9:00	12:48	5:48	2:04	9:47	4:01	10:29	4:10	10:57
APRIL 8	PM	6:45	12:19	4:26	10:28	1:36	4:24	1:17	5:50	2:25	6:59	4:38	10:40	4:53	11:07
THURSDAY	AM	6:52	12:29	4:33	11:10	2:12	10:06	1:41	6:41	2:51	10:35	4:49	11:20	5:00	11:49
APRIL 9	PM	7:38	1:11	5:19	11:22	2:24	5:00	2:10	6:47	3:09	10:41	5:29	11:32	5:46	

April 3, 2026 - Sunrise is at 6:21AM; sunset is at 7:09 PM



LICENSE APPLICATION REVIEW

Restaurant/Business: Gordon Hospitality, Inc. dba Four Vines

Address: 291 Main Street, Unti B, Falmouth

License Type: All Alcohol Restaurant License

☐ **New License** _____

☒ **Transfer of License** *formerly Bluefins*

☐ **Change of License** _____

☐ Police — No objection

☐ Fire — No issues

☐ Building

☐ Health — No current issues

☐ Zoning — No existing Special Permit

☐ Planning

☐ DPW

NOTES:

Four Vines

Phyllis Downey

From: Noreen Stockman
Sent: Monday, March 23, 2026 10:53 AM
To: Falmouth Licensing
Subject: RE: Transfer of Liquor License + Common Victualler applications

No existing Special Permit with Zoning Board of Appeals; no comment on this application.

Sincerely,

Noreen
NOREEN H. STOCKMAN
ZONING ADMINISTRATOR
TOWN OF FALMOUTH
59 TOWN HALL SQ.
FALMOUTH, MA 02540

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Monday, March 23, 2026 10:34 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>; Gary Street <gary.street@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Jed Cornock <jed.cornock@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>
Cc: Paula Gerry <paula.gerry@falmouthma.gov>; Crystal Trevithick <crystal.trevithick@falmouthma.gov>; Katie Knights <katie.knights@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>
Subject: Transfer of Liquor License + Common Victualler applications

Good morning,

Attached please find the applications by Gordon Hospitality, Inc. d/b/a Four Vines for the Transfer of License (liquor) and Common Victualler License.

- The location is currently Bluefins Falmouth, Inc. d/b/a Bluefins
- An updated floor Plan is attached
- The Food Service Permit and Certificate of Inspection have been started

Please let me know if further information is needed.

May we please request your recommendations to the Select Board by Monday April 6th?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office

Four Vines

Phyllis Downey

From: Ryan Gavin <ryan.gavin@falmouthfirema.gov>
Sent: Monday, March 23, 2026 12:11 PM
To: Falmouth Licensing; Brian Reid; Ryan Hergt; Jeff Lourie; Chris Cowan; Gary Street; Noreen Stockman; Jed Cornock; Morgan Cardoso
Cc: Paula Gerry; Crystal Trevithick; Katie Knights; Linda Kinchla
Subject: Re: Transfer of Liquor License + Common Victualler applications

All set with Fire

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Monday, March 23, 2026 10:33 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>; Gary Street <gary.street@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Jed Cornock <jed.cornock@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>
Cc: Paula Gerry <paula.gerry@falmouthma.gov>; Crystal Trevithick <crystal.trevithick@falmouthma.gov>; Katie Knights <katie.knights@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>
Subject: Transfer of Liquor License + Common Victualler applications

Good morning,

Attached please find the applications by Gordon Hospitality, Inc. d/b/a Four Vines for the Transfer of License (liquor) and Common Victualler License.

- The location is currently Bluefins Falmouth, Inc. d/b/a Bluefins
- An updated floor Plan is attached
- The Food Service Permit and Certificate of Inspection have been started

Please let me know if further information is needed.

May we please request your recommendations to the Select Board by Monday April 6th?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
59 Town Hall Square
Falmouth MA 02540
508-495-7325

Four Vines

Phyllis Downey

From: Morgan Cardoso
Sent: Tuesday, March 24, 2026 2:09 PM
To: Falmouth Licensing
Subject: RE: Transfer of Liquor License + Common Victualler applications

Good afternoon,

We have received an application of the new food service application, so no current issues from health.

Morgan Cardoso
Health Inspector
(508) 495-7486 | morgan.cardoso@falmouthma.gov

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

Please Note:
The Town of Falmouth Health Department has rolled out PermitEyes (online permitting system). Please see the links below to register, apply or for Public View. .
Applicant Registration Page : https://permiteyes.us/falmouth/userregistration.php
Applicant Side Login Page : https://permiteyes.us/falmouth/loginuser.php
Public View Site (no login required): https://permiteyes.us/falmouth/publicview.php

---

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Monday, March 23, 2026 10:34 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>; Gary Street <gary.street@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Jed Cornock <jed.cornock@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>
Cc: Paula Gerry <paula.gerry@falmouthma.gov>; Crystal Trevithick <crystal.trevithick@falmouthma.gov>; Katie Knights <katie.knights@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>
Subject: Transfer of Liquor License + Common Victualler applications

Good morning,

Attached please find the applications by Gordon Hospitality, Inc. d/b/a Four Vines for the Transfer of License (liquor) and Common Victualler License.

- The location is currently Bluefins Falmouth, Inc. d/b/a Bluefins
- An updated floor Plan is attached
- The Food Service Permit and Certificate of Inspection have been started

Please let me know if further information is needed.

May we please request your recommendations to the Select Board by Monday April 6th?

Phyllis Downey

From: Brian Reid <brian.reid@falmouthpolicema.gov>
Sent: Wednesday, March 25, 2026 10:01 AM
To: Falmouth Licensing; Ryan Hergt; Jeff Lourie; Ryan Gavin; Chris Cowan; Gary Street; Noreen Stockman; Jed Cornock; Morgan Cardoso
Cc: Paula Gerry; Crystal Trevithick; Katie Knights; Linda Kinchla
Subject: Re: Transfer of Liquor License + Common Victualler applications

No objection from Police.

Respectfully,

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

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Monday, March 23, 2026 10:33 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Gavin <ryan.gavin@falmouthfirema.gov>; Chris Cowan <chris.cowan@falmouthfirema.gov>; Gary Street <gary.street@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Jed Cornock <jed.cornock@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>
Cc: Paula Gerry <paula.gerry@falmouthma.gov>; Crystal Trevithick <crystal.trevithick@falmouthma.gov>; Katie Knights <katie.knights@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>
Subject: Transfer of Liquor License + Common Victualler applications

Good morning,

Attached please find the applications by Gordon Hospitality, Inc. d/b/a Four Vines for the Transfer of License (liquor) and Common Victualler License.

- The location is currently Bluefins Falmouth, Inc. d/b/a Bluefins
- An updated floor Plan is attached
- The Food Service Permit and Certificate of Inspection have been started

Please let me know if further information is needed.

May we please request your recommendations to the Select Board by Monday April 6th?

Thank you,
Phyllis

Phyllis Downey

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Jed Cornock, Town Planner
Meeting Date: April 13, 2026
Department/Office: Planning Department
Item Name: **7:05 PM** - Report - Edward Marks Building Advisory Committee **(15 minutes)**

Purpose:
The Select Board will receive an annual report from the Edward Marks Building Advisory Committee.

Background/Summary:

- The Edward Marks Building Advisory Committee is a 7-member committee tasked with recommending a preservation plan for the Edward Marks Building / Falmouth Poor House.
- Formed by the Select Board in 2019, the committee has been working on plans that will restore and preserve the building as an historic resource.
- In 2020, the CPC funded the creation of a Historic Structures Report for the building which included a summary of the building's history, a conditions assessment of the interior and exterior, and recommended improvements.
- In 2022 and 2023, the CPC funded two separate exterior improvement projects which included adding insulation, re-siding the entire building, replacing all of the trim (building and windows), repairing the front portico and replacing the front door, adding storm windows and shutters, making spot repairs to the foundation, replacing both bulkheads, and screening the exterior mechanicals.
- These two projects have been combined into one Exterior Improvements Plan which is included as an attachment.

Recommended Actions:

Department Recommendation:
The Select Board will receive an annual report from the Edward Marks Building Advisory Committee.

Options:
N/A

Town Manager's Comments:
The Select Board will receive an annual report from the Edward Marks Building Advisory Committee. This item is for information and discussion purposes only.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Ed Marks Bldg Committee Report to Select Board March 2026
2. 5005.20 Town of Falmouth Historic Exterior Edward Marks Building_2026-03-05_Reduced

Report of the
Edward Marks, Jr. Building Advisory Committee
to the Falmouth Select Board



"In the end, our society will be defined not only by what we create but by what we refuse to destroy." - John C. Sawhill

Pertinent Background, 1

- Began as a “tavern” (inn) for travelers and local residents in Hatchville. Moved to current location to serve as the Falmouth Poor House (c. 1818) required by all colonies to serve the “poor”.
  - Has a rich 150-year rich social history of aiding the poor
- The Falmouth Poor House is the only extant Poor House on Cape Cod still owned by a municipality
  - This by the way limits our funding source to the CPC and MHC
- In order to get State monies, Town Hall entered into a relationship with the Massachusetts Historical Commission
  - The building is now listed in the State’s database (MACRIS) and has also been awarded in the National Register of Historic Places (as of 1998)
  - The State required 2 preservation restrictions, for interior and exterior, in order to qualify for State funds (1999), subsequently not used
- Town Hall named the building to honor Edward Marks, Jr. (2004)
- Serious Town attention to the building began by appointing this Committee (2019) to advise how to *update the building for Town use* while preserving historical elements of the interior and exterior

Pertinent Background, 2

- Town Hall improved infrastructure (e.g., HVAC) and makeover of the interior
  - This Committee offered ongoing expertise to Town and ESCO contractor on infrastructure (e.g., HVAC) and conformity to the interior preservation restriction
- Serving on the Committee are 3 respected Falmouth contractors and 2 members of the Historical Commission
  - Meeting in person – or Zooming – for the past **6+** years
  - Committee has offered ongoing expertise to Town and the ESCO general contractor on infrastructure and conformity to the interior preservation restriction
  - Wrote two proposals for CPC monies. ***Subsequently combined two phases into one larger project that will be the highlight of 2026***
- The Committee operates with oversight from the Select Board & Planning Division
  - Doug Brown is the Select Board's liaison to this advisory Committee
  - Jed Cornock and Annie Dean are liaisons to the Planning Division

Review of 2025

- A quiet Year for the Committee focused on finalizing specs for the architectural drawings and subsequent bid document for implementation in 2026
  - The Planning Division asked our Committee to introduce and/or review all specifications in the RFQ
    - This step was to ensure the Bid Document reflects all input necessary for bidders to implement historical standards when restoring a historical property
    - The final plan has been approved by Eric Dray, historical-preservation consultant to the CPC and has been okayed by Mass Historical Commission which holds the “preservation restrictions”
    - Internally we continue to use this 1888 photo for guidance
  - DHK is the architectural firm in Boston that guided renovation of the interior. This firm is also the project manager for the exterior project
    - The drawings have just been completed by DHK, which will create and manage the public Bid Document and the work of the contractor thereafter.

Accomplishments Anticipated in 2026

Immediate:

We request that the Select Board extend the Committee's raison d'être for at least 2 more years (based on speed of project execution to date)

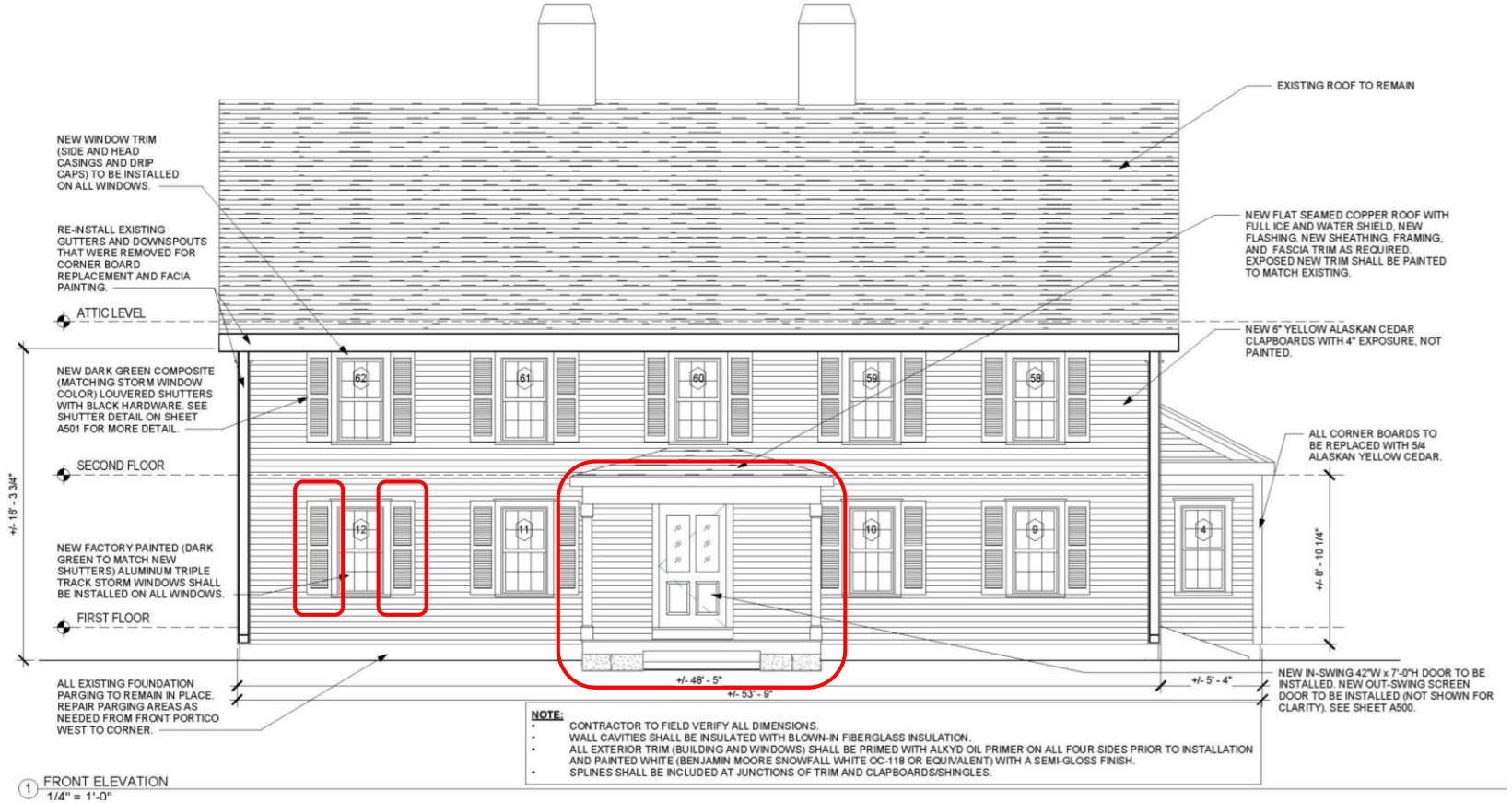
Anticipated outcomes in 2026

- Town removal of electrical wires from side of building, moved underground to promote an historical appearance from street. (Timing tied to installation of traffic lights at Scranton)
- A winning bid by a contractor with experience restoring historical buildings
- Implementation of 2/3 of the total exterior plan, including benefits to Human Services Dept and an improved exterior appearance so the building is an asset to Main Street:
  - **New insulation**
  - **New siding for entire envelope (clapboard on main building and shingles on rear addition)**
  - **Repair portico on street side (new roof, decking, columns, lighting)**
  - **Repair foundation parging (south and east elevations)**
  - **Window improvements (new storm windows, trim, sills, sashes, and shutters)**
  - **Trim improvements (corner boards, facia painting)**
  - **Bulkhead improvements (new units on both east and west elevations)**
  - **Mechanical screening (new fence on west elevation)**

Improvements Proposed – South Elevation

Siding, trim, storm windows, shutters, front door, portico, foundation

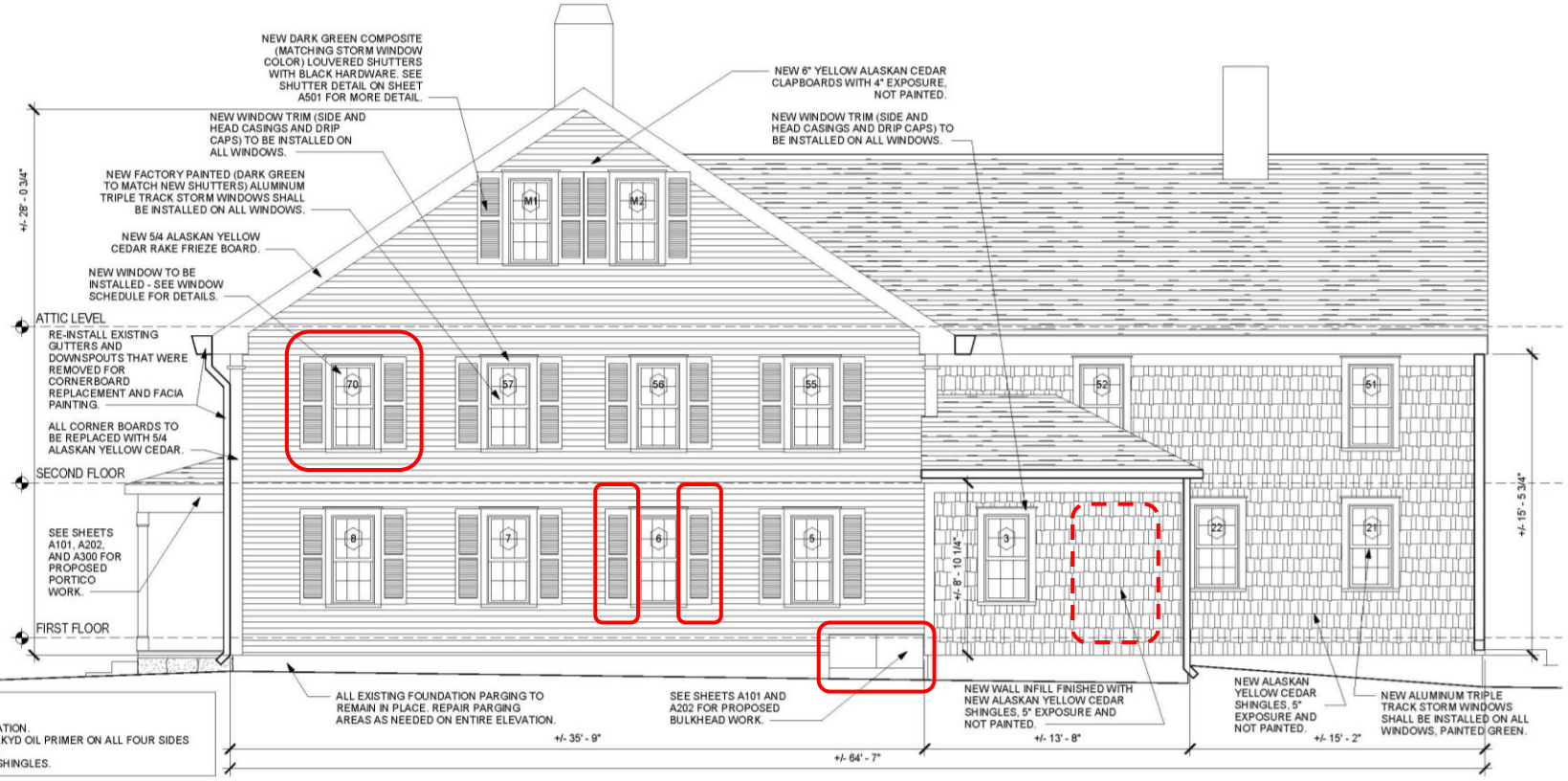




Improvements Proposed – East Elevation

Siding, trim, storm windows, shutters, foundation





NOTE:

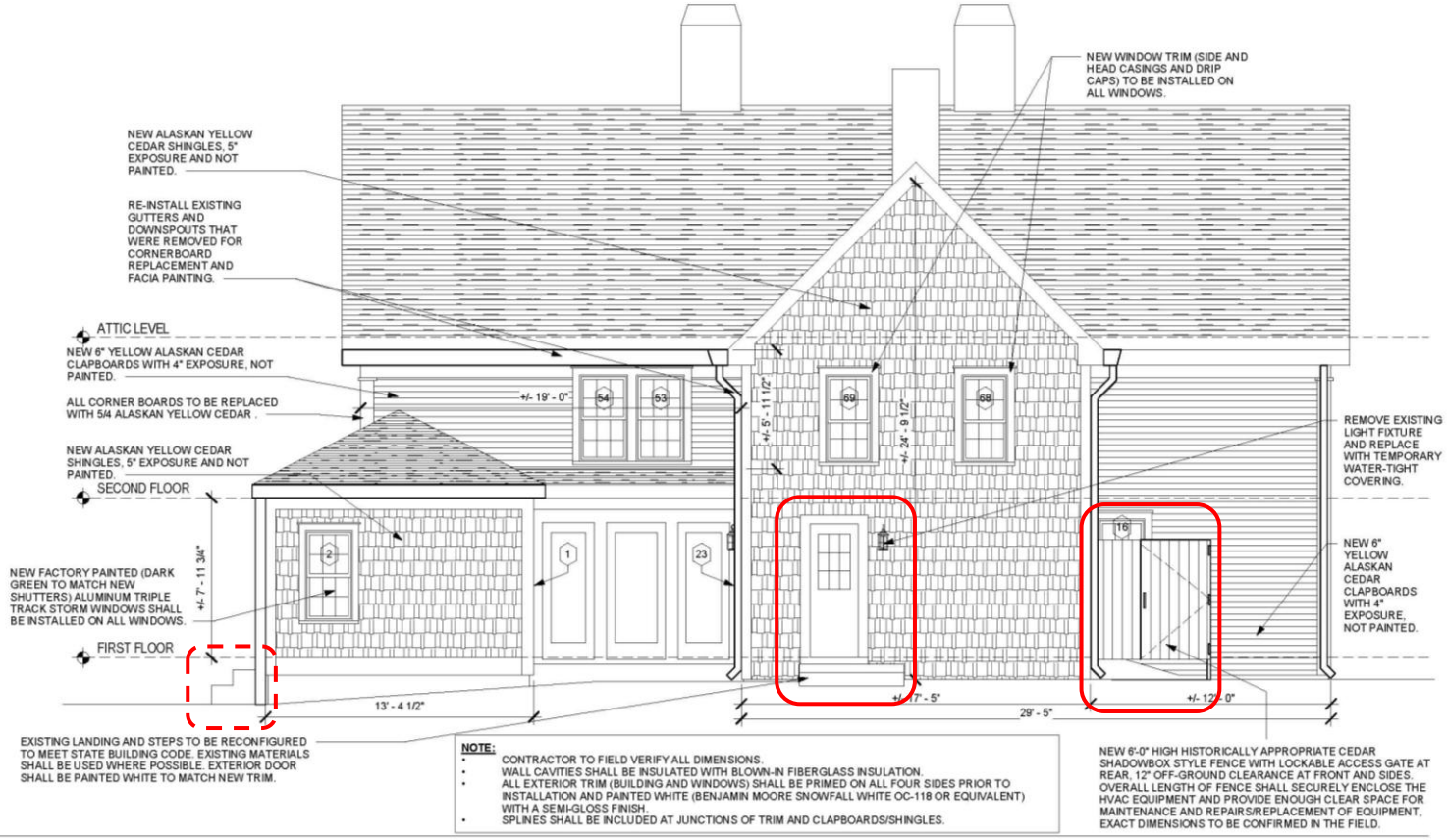
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- WALL CAVITIES SHALL BE INSULATED WITH BLOWN-IN FIBERGLASS INSULATION.
- ALL EXTERIOR TRIM (BUILDING AND WINDOWS) SHALL BE PRIMED WITH ALKYD OIL PRIMER ON ALL FOUR SIDES PRIOR TO INSTALLATION AND PAINTED WHITE WITH A SEMI-GLOSS FINISH.
- SPLINES SHALL BE INCLUDED AT JUNCTIONS OF TRIM AND CLAPBOARDS/SHINGLES.

② EAST ELEVATION - NEW WORK
1/4" = 1'-0"

Improvements Proposed– North Elevation

Siding, trim, storm windows, fence



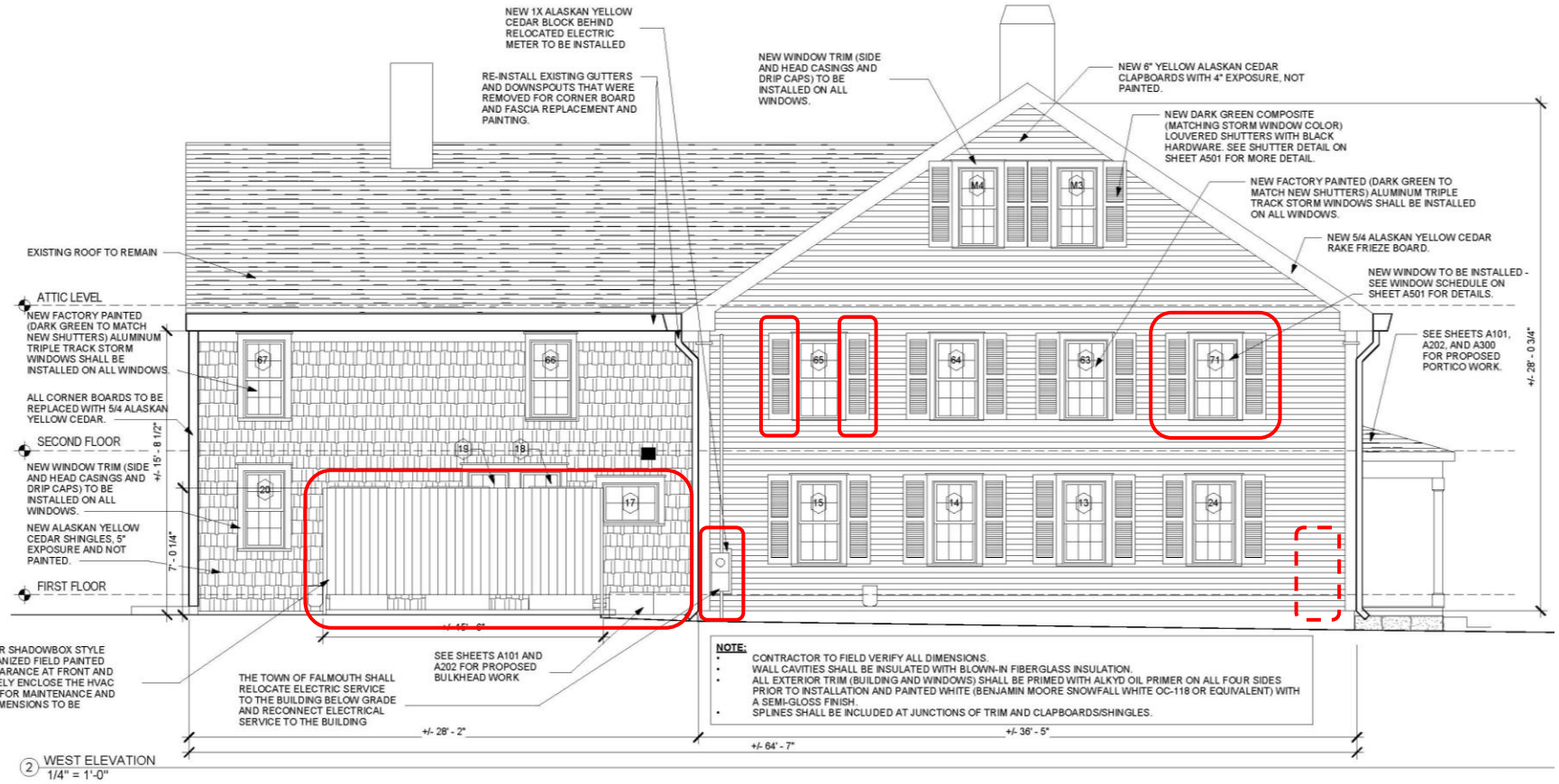


1 REAR ELEVATION - NEW WORK
1/4" = 1'-0"

Improvements Proposed– West Elevation

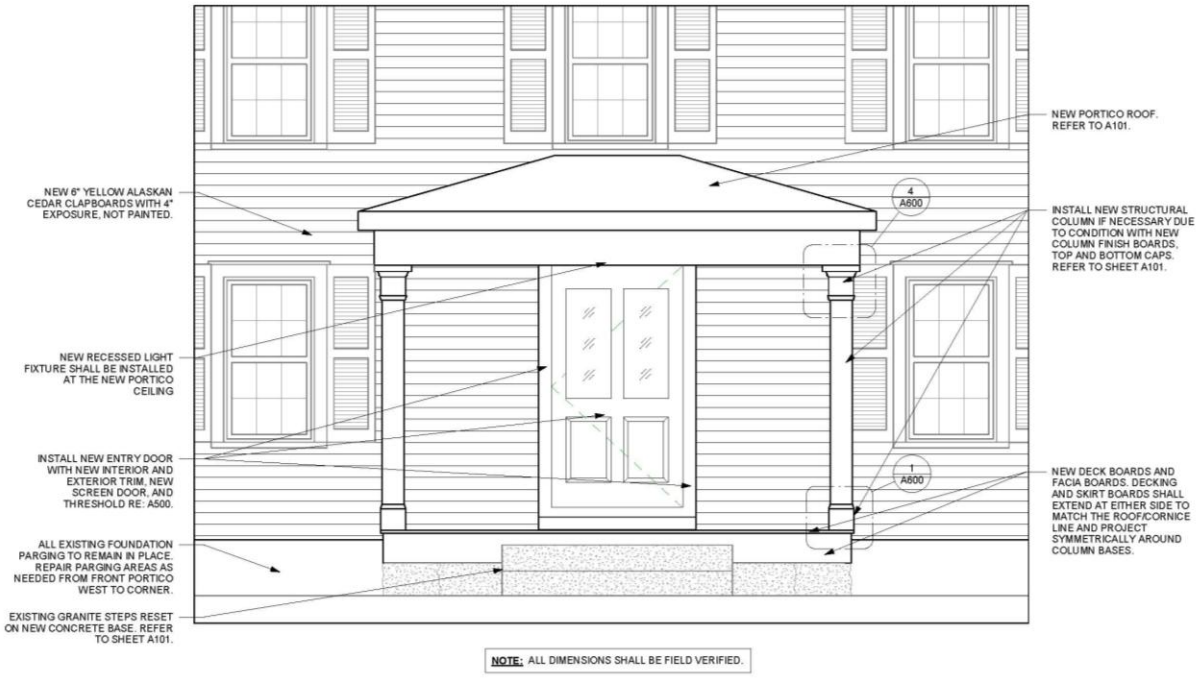
Siding, trim, storm windows, shutters, foundation, fence



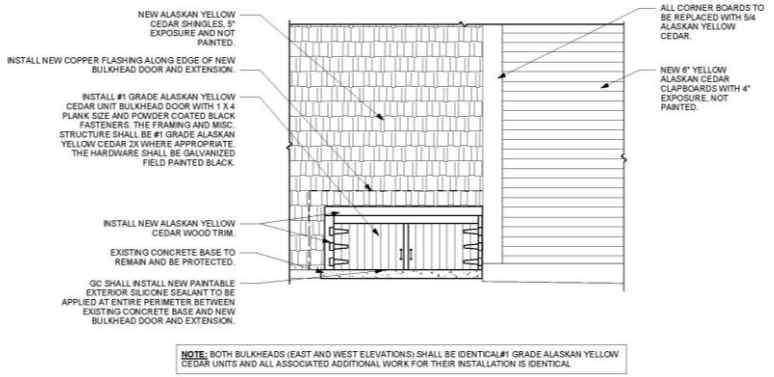


Improvements Proposed – Portico & Bulkheads

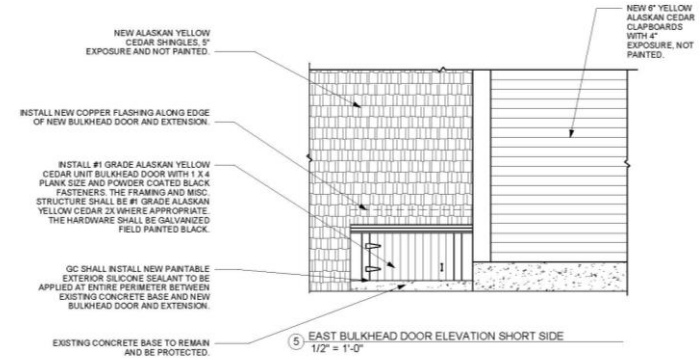
Columns, decking, front door, foundation, bulkhead replacement



3 NEW WORK ELEVATION
1/2" = 1'-0"



2 WEST BULKHEAD DOOR ELEVATION SHORT SIDE
1/2" = 1'-0"

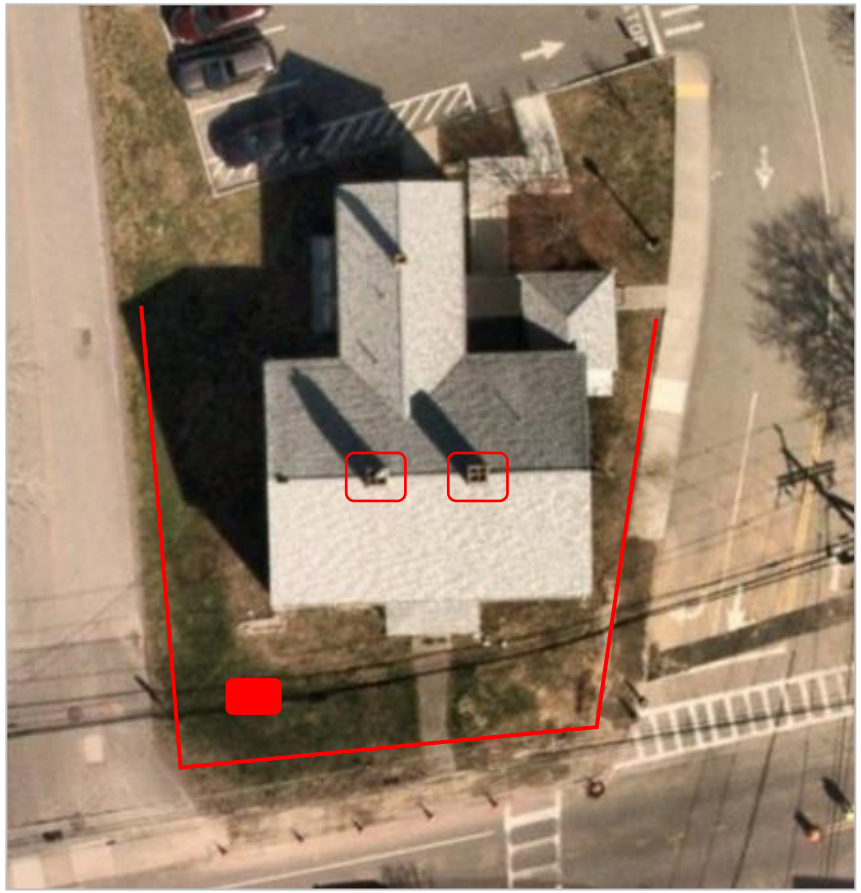


5 EAST BULKHEAD DOOR ELEVATION SHORT SIDE
1/2" = 1'-0"

Final Phase

In Addition to tangible outcomes already outlined, the Committee will complete its recommendations for the *final* specifications to complete this multi-year project to include:

- Restoration of 2 chimneys,
- Installation of wood-shingled roof,
- Improvement of north-facing entry area of the building (i.e., the main entrance to the Human Services Department)
- Installation of new gutters and downspouts to the entire building and cornice work
- Modest landscaping and a 3-sided fence to delineate the property being protected by the MA Preservation Restriction, installation of historical signage on south-facing lawn
- Re-installation of 2 brass plaques honoring the building (1) as a listing in the *National Register of Historic Places* and (2) honoring Edward Marks, Jr



Questions?

Onward…

PROJECT:

HISTORIC EXTERIOR IMPROVEMENTS TO THE EDWARD MARKS/ FALMOUTH POOR HOUSE BUILDING

744 MAIN STREET FALMOUTH, MA 02540

PROJECT NUMBER: MPPF #4316



EDWARD MARKS/ FALMOUTH POOR HOUSE BUILDING

PREPARED FOR:

TOWN OF FALMOUTH, MA

DATE AND TYPE OF SUBMISSION:

NOVEMBER 7, 2025

100% BID DOCUMENTS

SHEET LIST

G000	COVER SHEET
G001	GENERAL NOTES AND SYMBOLS
D101	DEMO PLANS
D102	BASEMENT DEMOLITION PLANS
D200	DEMOLITION ELEVATIONS
D201	DEMOLITION ELEVATIONS
D202	DEMOLITION ELEVATIONS
A100	NEW WORK SITE PLAN
A101	NEW WORK PLANS
A102	NEW WORK BASEMENT FLOOR PLAN
A200	NEW WORK ELEVATIONS
A201	NEW WORK ELEVATIONS
A202	NEW WORK ELEVATIONS
A300	NEW WORK SECTIONS
A500	SCHEDULES
A501	SCHEDULES
A600	NEW WORK DETAILS

ARCHITECTURAL DESIGN AND MANAGEMENT:

DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
tel: 617.267.6408
fax: 617.267.1990
www.dhkinc.com
Project Contact: Wayne Gething
wgething@dhkinc.com

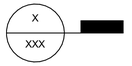
stamp:

Architect: Mickey Krockmalnic
mkrockmalnic@dhkinc.com

3/5/2026 1:47:15 PM

© copyright DHK Architects, Inc.

SYMBOLS



SECTION



DETAIL CALLOUT



ELEVATION


ARE NOT IN SCOPE



DOOR TAG


ELEVATION CHANGE

PROJECT DESCRIPTION

THE EDWARD MARKS/ POOR HOUSE BUILDING EXTERIOR IMPROVEMENTS PROJECT INCLUDES A NUMBER OF SPECIFIC COMPONENTS WHICH INTEND TO IMPROVE THE BUILDING'S ENVELOPE.

- FRONT PORTICO ROOF: THE EXISTING ASPHALT ROOF SHALL BE REMOVED AND REPLACED WITH A FLAT SEAMED LEAD OR ZINC PLATED COPPER ROOF.
- SIDING: ALL OF THE EXISTING SIDING SHALL BE REPLACED WITH NEW SIDING (CLAPBOARD ON THE MAIN BUILDING AND CEDAR SHINGLES ON THE ELL BUILDING). NAIL SCHEDULE: SMALL HEAD STAINLESS STEEL NAILS ROUGHLY 18" SPACING ON LOWER EDGE OF CLAPBOARD, HAND DRIVEN FLUSH, AND ALIGNED VERTICALLY.
- INSULATION: ALL WALL CAVITIES SHALL BE INSULATED WITH BLOWN-IN FIBERGLASS INSULATION.
- SIDE DOOR, STEPS, AND LIGHT REMOVAL: THE EXISTING EXTERIOR DOOR, GRANITE STEPS, AND EXTERIOR LIGHT ON THE MAIN BUILDING'S EAST ELEVATION SHALL BE REMOVED.
- TRIM: ALL OF THE EXISTING BUILDING TRIM (RAKE FRIEZE BOARDS, CORNER BOARDS, WINDOW CASINGS) SHALL BE REPLACED WITH NEW WOOD TRIM THAT IS PRIMED WITH ALKYD OIL PRIMER ON ALL FOUR SIDES PRIOR TO INSTALLATION AND SHALL BE PAINTED WHITE (BENJAMIN MOORE SNOWFALL WHITE OC-118 OR EQUIVALENT) WITH A SEMI-GLOSS FINISH.
- GUTTERS AND DOWNSPOUTS: ALL EXISTING GUTTERS AND DOWNSPOUTS SHALL BE REMOVED TO ALLOW FOR TRIM REPLACEMENT AND PAINTING AND SHALL BE RESET IN PLACE.
- BULKHEAD STAIRS: THE EXISTING WOODEN STAIRS (BULKHEAD ON BUILDING'S WEST ELEVATION) SHALL BE REMOVED AND REBUILT WITH NEW BUILDING MATERIALS.
- STORM WINDOWS: NEW FACTORY PAINTED ALUMINUM TRIPLE TRACK STORM WINDOWS SHALL BE INSTALLED ON ALL WINDOWS.
- HVAC FENCE: A NEW 6-FOOT CEDAR SHADOWBOX STYLE FENCE WITH LOCKING GATE SHALL BE INSTALLED AROUND THE EXISTING MECHANICALS ON THE MAIN BUILDING'S WEST ELEVATION.
- FRONT PORTICO FRAMING, DECKING AND COLUMNS: THE BUILDING'S EXISTING WOOD FRONT STOOP SHALL BE REBUILT IN PLACE USING NEW BUILDING MATERIALS. THE DIMENSIONS OF THE NEW STOOP SHALL MATCH THE DIMENSIONS OF THE EXISTING STOOP. ADDITIONALLY, THE EXISTING GRANITE STEPS AND THE SUPPORTING GRANITE STONES AT THE PERIMETER OF THE STOOP, SHALL BE REMOVED AND RESET ON NEW REINFORCED CONCRETE BASES.
- REAR DOOR AND STEPS: THE EXISTING REAR DOOR ON THE ELL BUILDING SHALL BE PAINTED WHITE TO MATCH TRIM AND THE LANDING AND STEPS SHALL BE RESET TO MEET STATE BUILDING CODE REQUIREMENTS.
- FRONT DOOR: THE EXISTING FRONT DOOR AND WOOD FINISH TRIM SHALL BE REMOVED AND REPLACED WITH A NEW DOOR AND NEW TRIM. ADDITIONALLY, A NEW STORM DOOR SHALL BE INSTALLED.
- BULKHEADS: ON BOTH THE WEST AND EAST ELEVATION, THE EXISTING METAL BULKHEAD DOORS AND ASSOCIATED MATERIALS SHALL BE REMOVED AND REPLACED WITH CUSTOM BUILT CEDAR UNITS.
- WINDOWS: TWO NEW WINDOWS SHALL BE INSTALLED ; THE FIRST ON THE SECOND FLOOR EAST ELEVATION AND THE SECOND ON THE SECOND FLOOR WEST ELEVATION. THE EXTERIOR OF ALL WINDOW SASHES AND MUNTINS SHALL BE PAINTED DARK GREEN TO MATCH THE NEW STORM WINDOWS AND SHUTTERS.
- SHUTTERS: NEW DARK GREEN COMPOSITE SHUTTERS WITH BLACK HARDWARE SHALL BE INSTALLED ON ALL WINDOWS ON THE MAIN BUILDING.
- FOUNDATION: ALL EXISTING FOUNDATION PARGING WILL REMAIN IN PLACE. REPAIR PARGING AREAS AS NEEDED FROM FRONT PORTICO WEST TO CORNER AND ON ENTIRE EAST ELEVATION.

GENERAL NOTES

1. THE EDWARD MARKS BUILDING IS IN THE STATE REGISTER OF HISTORIC PLACES THEREFORE ALL PROPOSED WORK TO THE BUILDING MUST COMPLY WITH THE PRESERVATION RESTRICTION AGREEMENT BETWEEN THE MASSACHUSETTS HISTORIC COMMISSION AND THE TOWN OF FALMOUTH. A COPY OF THE DEED RESTRICTION IS IN THE PROJECT SPEC BOOK.
2. ALL WORK INCLUDED IN THIS CONTRACT SHALL CONFORM TO ALL STATE, NATIONAL AND OTHER CODES, REGULATIONS, AND RESTRICTIONS WHICH APPLY TO THIS PROJECT.
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT. THE GENERAL CONTRACTOR SHALL PROCEED WITH THE WORK ONLY AFTER ALL DISCREPANCIES HAVE BEEN RESOLVED BY THE ARCHITECT.
4. WORK FROM GIVEN DIMENSIONS AND LARGE SCALE DETAILS ONLY. DO NOT SCALE DRAWINGS.
5. BUILDING OR SITE COMPONENTS WHICH ARE AFFECTED BY NEW WORK, DEMOLITION OR WHICH MAY BE DAMAGED BY THE GENERAL CONTRACTOR OR ANY SUBCONTRACTORS SHALL BE REPLACED OR RESTORED TO ORIGINAL CONDITION AND COLOR BY METHODS DESCRIBED IN THIS CONTRACT, OR AS APPROVED BY THE ARCHITECT.
6. CONSULT WITH THE ARCHITECT BEFORE PENETRATING ALL JOISTS, BEAMS OR OTHER STRUCTURAL MEMBERS.
7. THE GENERAL CONTRACTOR SHALL OBTAIN AND PAY FOR ANY BUILDING PERMITS REQUIRED AND CARRY ANY INSURANCE COVERAGES REQUIRED.
8. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS, CONTRACT DOCUMENTS AND OTHER DOCUMENTS APPROVED BY THE ARCHITECT AND ANY/ALL AUTHORITIES.
9. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PANEL CONTROL AND CIRCUIT DESIGN AND FOR COMPLIANCE WITH ALL BUILDING, LIFE SAFETY, AND NATIONAL ELECTRICAL CODES WHICH MAY APPLY.
10. ALL WOOD COMPONENTS (INCLUDING BUT NOT LIMITED TO FRAMING MILLWORK, TRIM, AND BLOCKING) SHALL BE FIRE-TREATED.
11. THE GENERAL CONTRACTOR SHALL DISPOSE OF ALL WASTE AND DEBRIS OFF THE PREMISES. DISPOSAL OF ALL DEMOLISHED MATERIALS IS THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL MUNICIPAL REQUIREMENTS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK OF ALL TRADES. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY AND ALL CONFLICTS BETWEEN THE TRADES AND SHALL OBTAIN A WRITTEN RESOLUTION FROM THE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION IN ALL AREAS AFFECTED BY THE CONFLICT.
13. PROVIDE ALL TEMPORARY FACILITIES AND SERVICES, CONSTRUCTION AND SUPPORT FACILITIES, AND SECURITY AND PROTECTION AS NEEDED TO PROTECT NEW AND EXISTING CONSTRUCTION FOR THE DURATION OF A COMPLETE INSTALLATION.
14. PROVIDE UTILITY INSTALLATIONS FROM LOT LINE TO BUILDINGS TO COMPLY WITH ALL LOCAL CODES AND REQUIREMENTS.
15. SEAL AND CAULK AROUND ALL PENETRATIONS, CRACKS AND CREVICES AND ANY OPENINGS CAPABLE OF HARBORING INSECTS/RODENTS.
16. ALL EXPOSED UTILITY WIRES AND PIPES (ELECTRICAL, PLUMBING, ETC.) SHALL BE INSTALLED IN A WAY THAT DOES NOT OBSTRUCT OR PREVENT THE CLEANING OF FLOORS, WALLS, AND CEILING AREAS. THEY SHALL BE INSTALLED A MINIMUM OF 6" OFF FLOORS AND 1" OFF WALLS, CEILINGS AND ADJACENT PIPES.
17. ALL MATERIALS & EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
18. GUARANTEE: ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE UNLESS OTHERWISE SPECIFIED FOR A LONGER PERIOD OF TIME ON A CERTAIN ITEM.
19. ALL VOIDS CREATED OR SURFACES DISTURBED RESULTING FROM CUTTING, REMOVAL OR INSTALLATION OF ELEMENTS AS PART OF THE WORK SHALL BE FILLED AND FINISHED TO MATCH ADJOINING CONSTRUCTION.
20. PROVIDE ADEQUATE BLOCKING , BRACING, NAILERS, FASTENINGS AND OTHER SUPPORTS SHALL BE A TYPE NOT SUBJECT TO DETERIORATION OR WEAKENING AS THE RESULT OF ENVIRONMENTAL CONDITIONS OR AGING.
21. SEE SPECIFICATIONS AND HAZARDOUS MATERIAL REPORT FOR HAZARDOUS MATERIAL MITIGATION REQUIRED IN THE BUILDING.

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE

EDWARD MARKS/ POOR HOUSE BUILDING

744 MAIN STREET, FALMOUTH, MA, 02540

No.	Date	Revision

BID DOCUMENTS

GENERAL NOTES AND SYMBOLS

SCALE: 12" = 1'-0"

STAMP

FILE NAME: EDWARD MARKS BLDG

DRAWN BY: DHK

CHECKED BY: WG

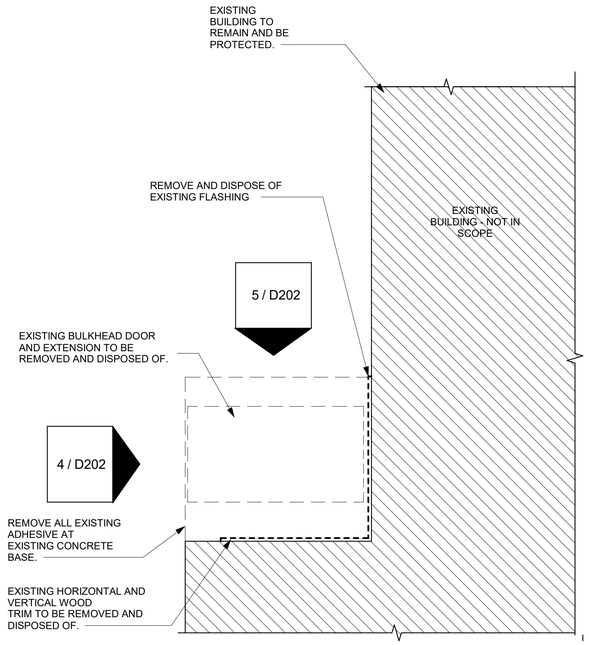
JOB NO: 5005.20

DATE: 11/7/2025

DRAWING NO.: G001

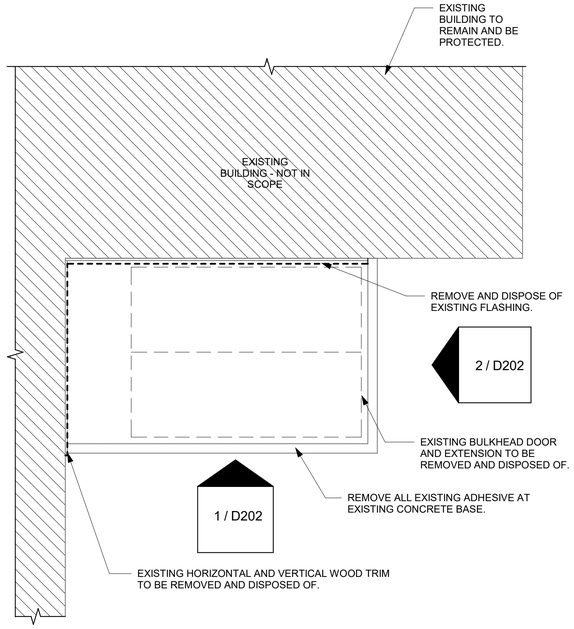
3/5/2026 1:47:15 PM

© copyright DHK Architects, Inc.



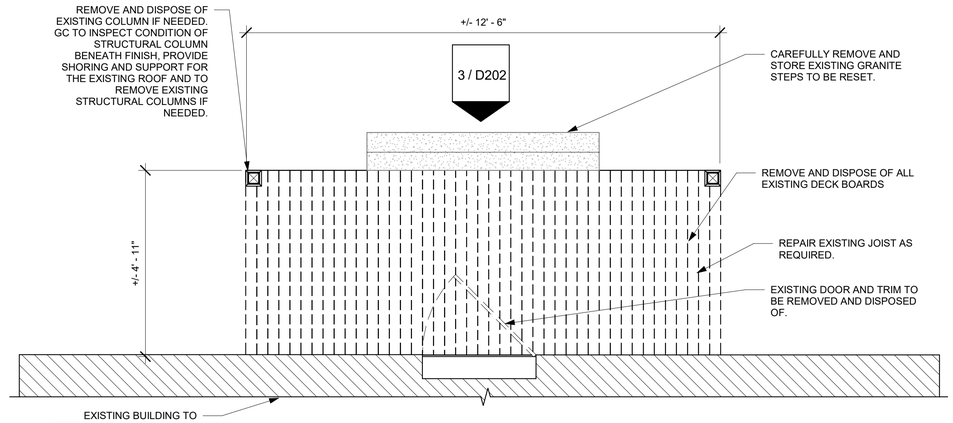
NOTE: EXISTING BULKHEAD SHOULD NOT BE REMOVED UNTIL THE NEW BULKHEAD IS ON-SITE AND READY TO BE INSTALLED.

4 DEMOLITION BULKHEAD DOOR EAST ELEVATION
1/2" = 1'-0"



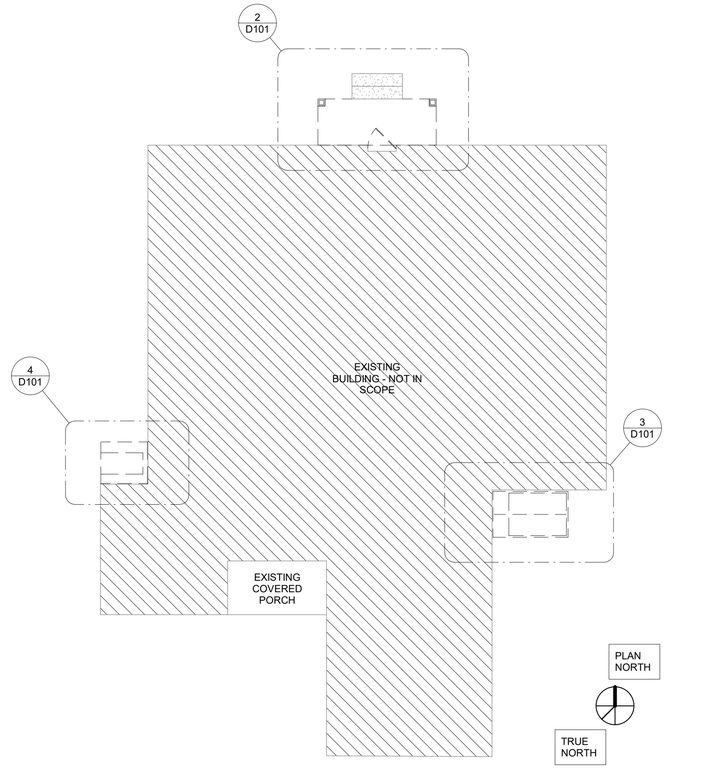
NOTE: EXISTING BULKHEAD SHOULD NOT BE REMOVED UNTIL THE NEW BULKHEAD IS ON-SITE AND READY TO BE INSTALLED.

3 DEMOLITION BULKHEAD DOOR WEST ELEVATION
1/2" = 1'-0"



NOTE:
- CONTRACTOR SHALL ACCURATELY RECORD ALL DIMENSIONS OF WOOD TRIM TO BE REPLACED PRIOR TO REMOVAL AND DEMOLITION.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS

2 DEMOLITION DECK PLAN
1/2" = 1'-0"



1 OVERALL PLAN - DEMOLITION
1/8" = 1'-0"



EXISTING BULKHEAD TO BE REMOVED AND DISPOSED OF



EXISTING WOOD PORCH, ENTRY DOOR, AND WOOD TRIM TO BE REMOVED AND DISPOSED OF

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

DEMO PLANS

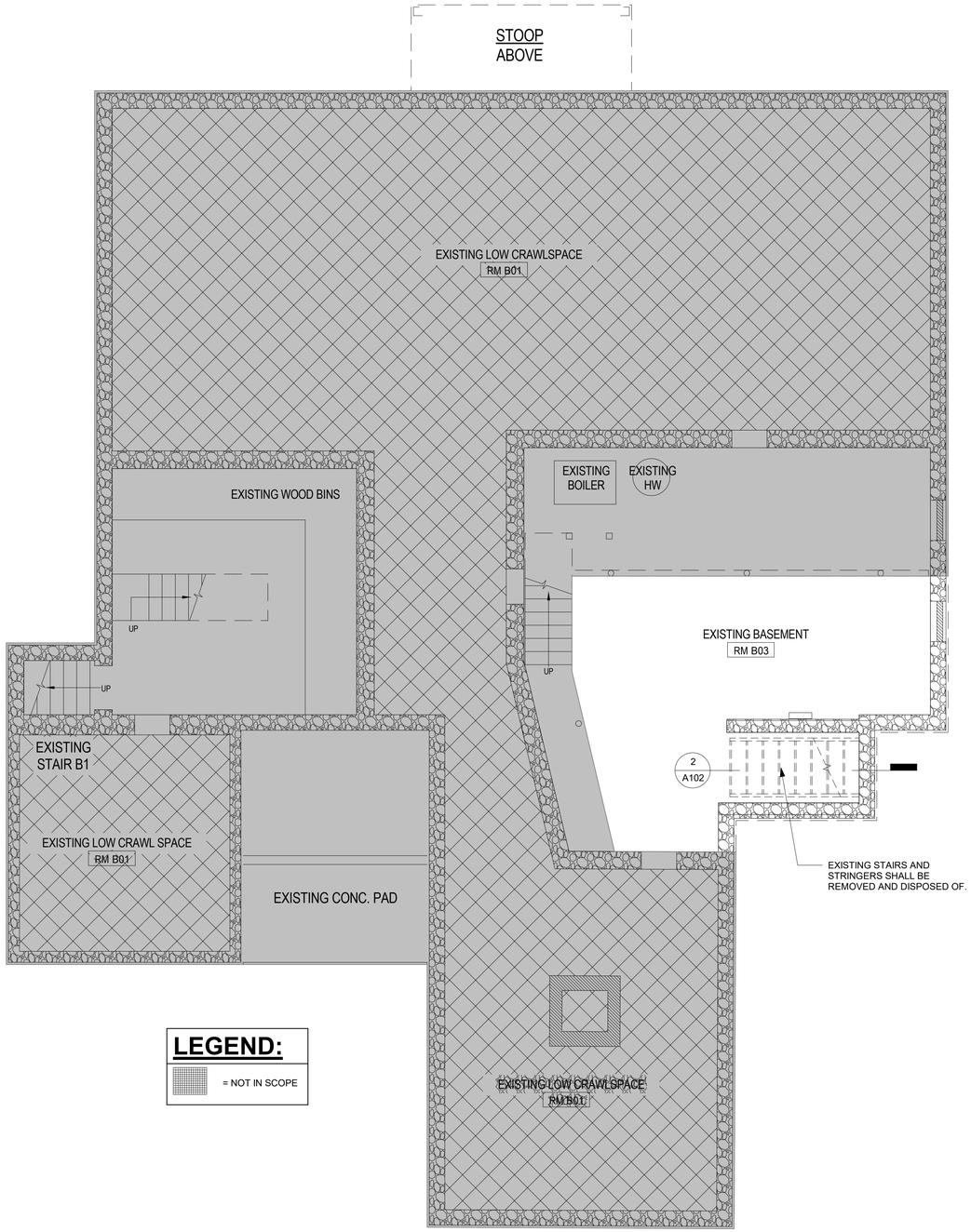
SCALE: As indicated
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO.: 5005.20
DATE: 11/7/2025
DRAWING NO.: D101

3/5/2026 1:47:11 PM

© copyright DHK Architects, Inc.



EXISTING BASEMENT STAIRS TO BE REMOVED AND DISPOSED OF



LEGEND:

= NOT IN SCOPE

1 BASEMENT LEVEL DEMOLITION
1/4" = 1'-0"

DHK
ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

BASEMENT DEMOLITION PLANS

SCALE: As indicated
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO.: 5005.20
DATE: 11/7/2025
DRAWING NO.: D102

3/5/2026 1:47:11 PM

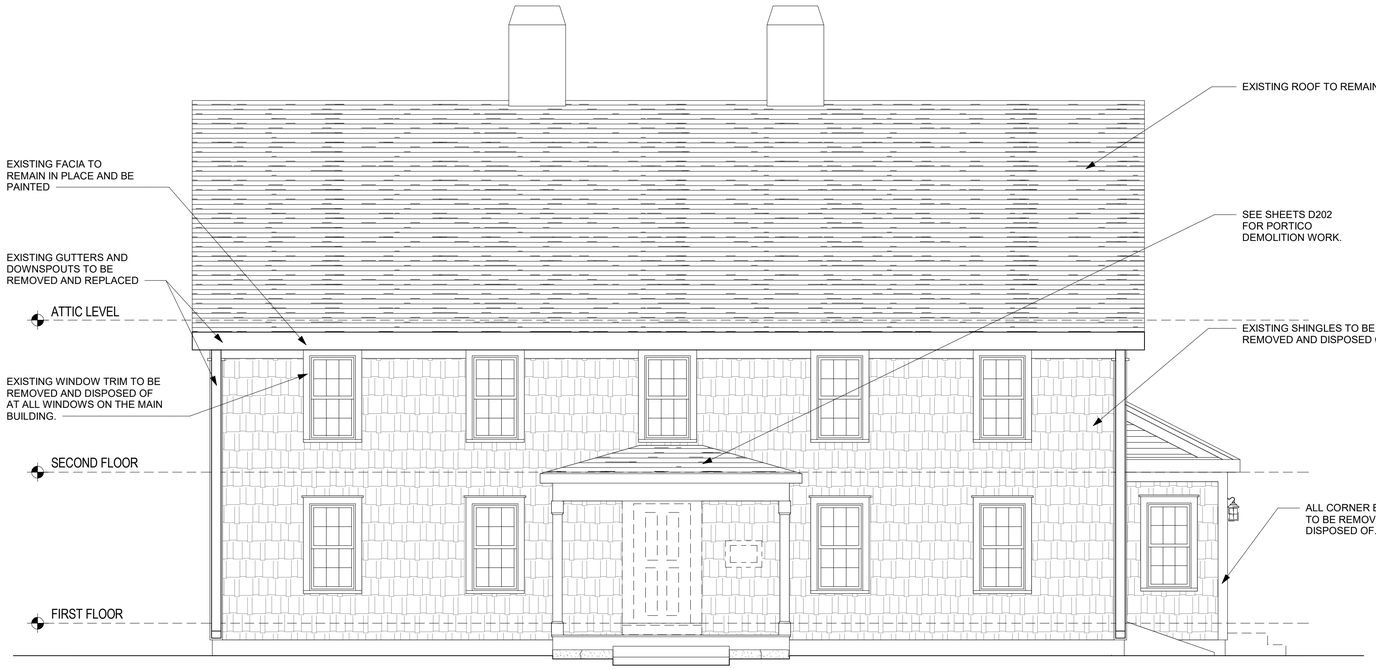
© copyright DHK Architects, Inc.





1 WEST ELEVATION - DEMOLITION
1/4" = 1'-0"





2 FRONT ELEVATION - DEMOLITION
1/4" = 1'-0"

NOTE:
- EXISTING PARGING WILL REMAIN IN PLACE. REPAIR PARGING AREAS AS NEEDED FROM FRONT PORTICO WEST TO CORNER AND ON ENTIRE EAST ELEVATION.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.

DHK
ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

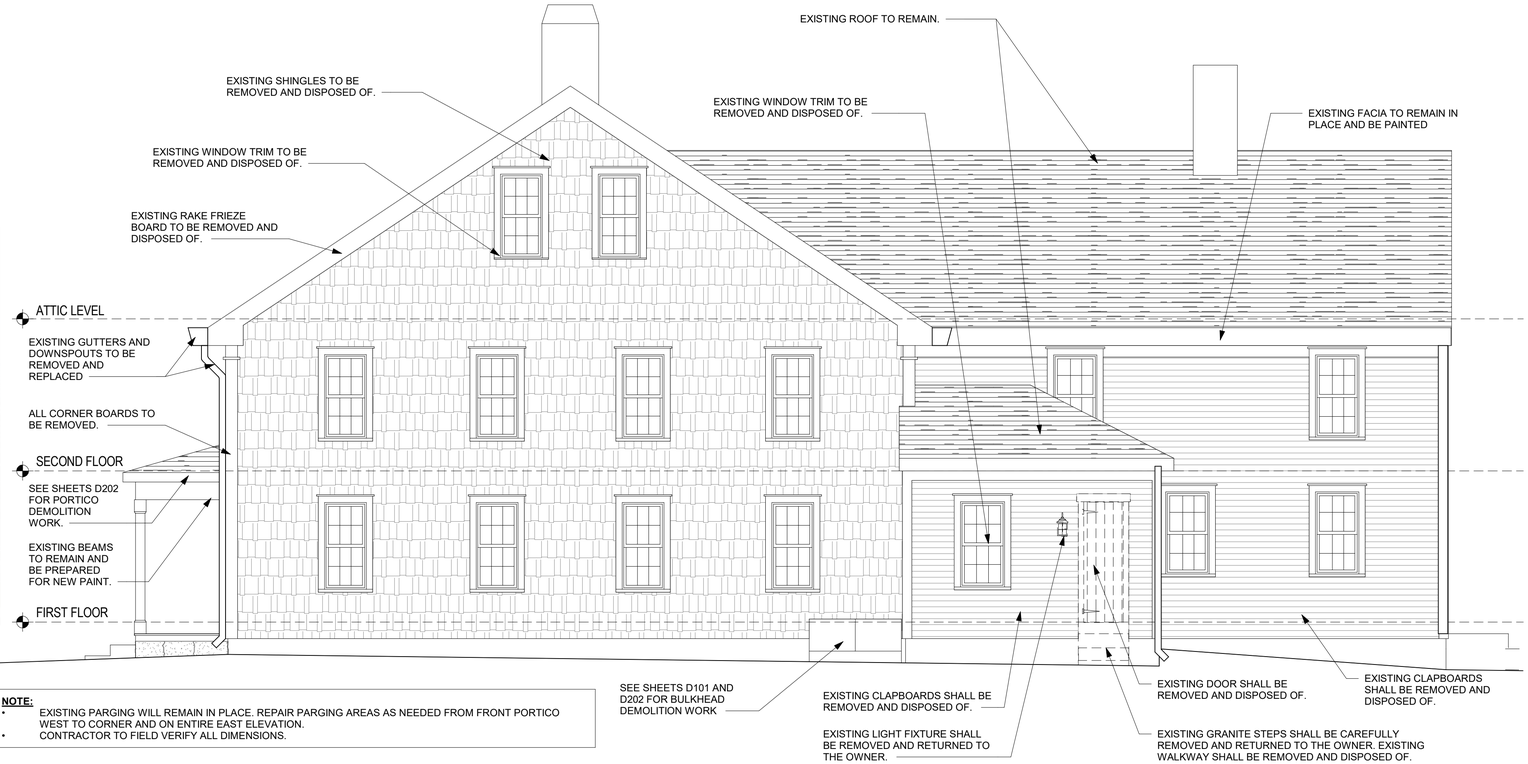
DEMOLITION ELEVATIONS

SCALE	1/4" = 1'-0"
STAMP	
FILE NAME	EDWARD MARKS BLDG
DRAWN BY	DHK
CHECKED BY	WG
DRAWING NO.	D200
JOB NO.	5005.20
DATE	11/7/2025

3/5/2026 1:47:12 PM

© copyright DHK Architects, Inc.

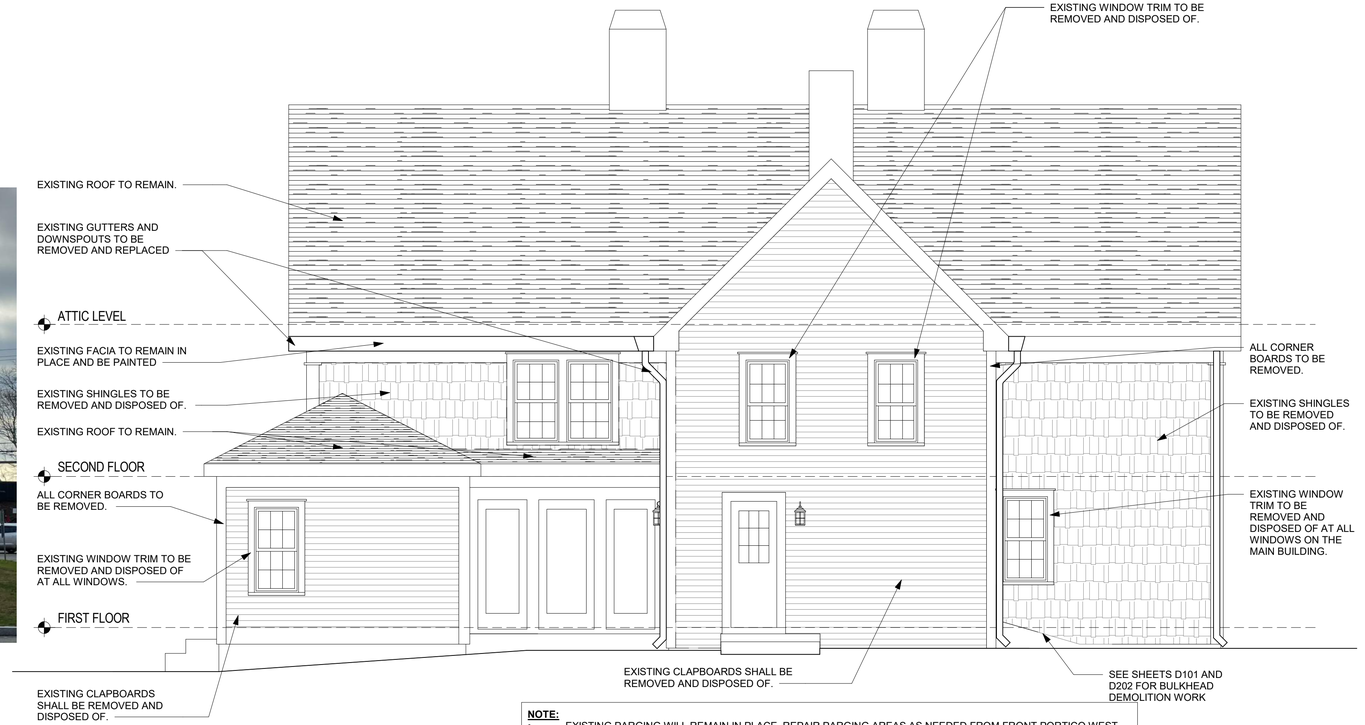




NOTE:
- EXISTING PARGING WILL REMAIN IN PLACE. REPAIR PARGING AREAS AS NEEDED FROM FRONT PORTICO WEST TO CORNER AND ON ENTIRE EAST ELEVATION.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.

1 EAST ELEVATION - DEMOLITION
1/4" = 1'-0"





NOTE:
- EXISTING PARGING WILL REMAIN IN PLACE. REPAIR PARGING AREAS AS NEEDED FROM FRONT PORTICO WEST TO CORNER AND ON ENTIRE EAST ELEVATION.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- CORNER BOARDS ON THE ELL BUILDING ARE TO BE REMOVED AND DISPOSED OF.

2 REAR ELEVATION - DEMOLITION
1/4" = 1'-0"

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH, MA, 02540

No.	Date	Revision

BID DOCUMENTS

DEMOLITION ELEVATIONS

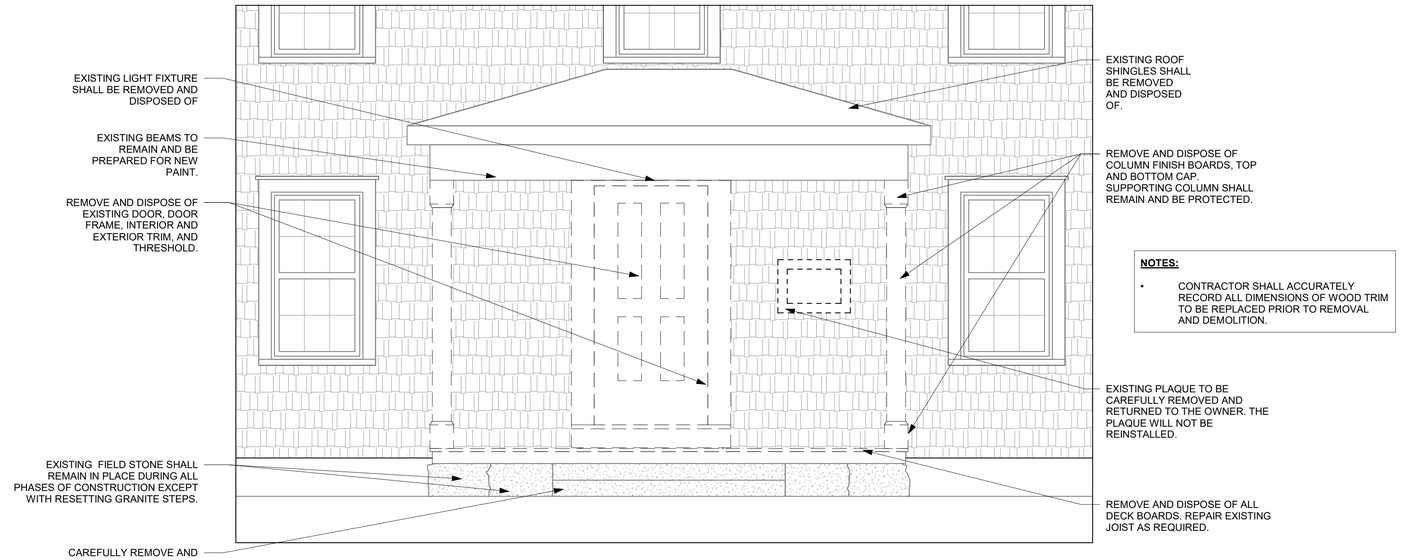
SCALE 1/4" = 1'-0"
STAMP
FILE NAME EDWARD MARKS BLDG
DRAWN BY DHK
CHECKED BY WG
JOB NO 5005.20
DATE 11/7/2025
DRAWING NO. D201

3/5/2026 1:47:13 PM

© copyright DHK Architects, Inc.



EXISTING WOOD PORCH, ENTRY DOOR AND WOOD TRIM TO BE REMOVED AND DISPOSED OF



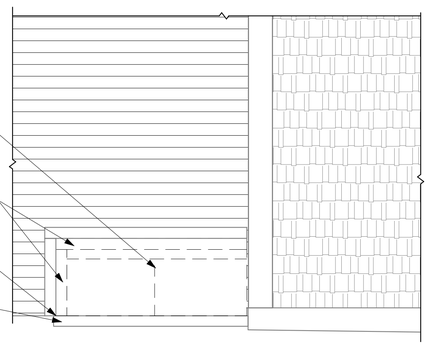
NOTES:

- CONTRACTOR SHALL ACCURATELY RECORD ALL DIMENSIONS OF WOOD TRIM TO BE REPLACED PRIOR TO REMOVAL AND DEMOLITION.

3 FRONT PORTICO DEMOLITION - ELEVATION
1/2" = 1'-0"



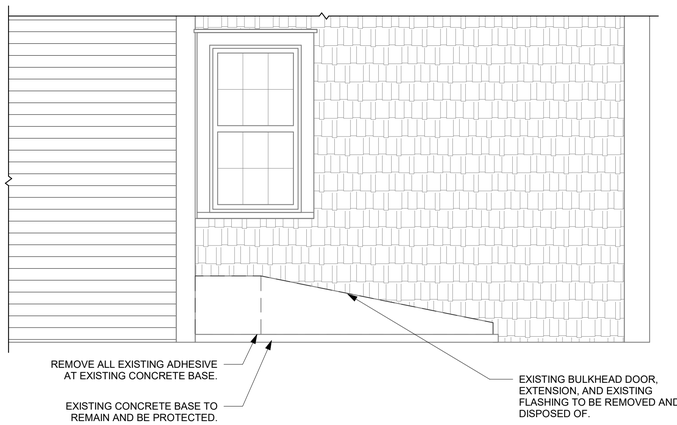
EXISTING BULKHEAD TO BE REMOVED AND DISPOSED OF



NOTES:

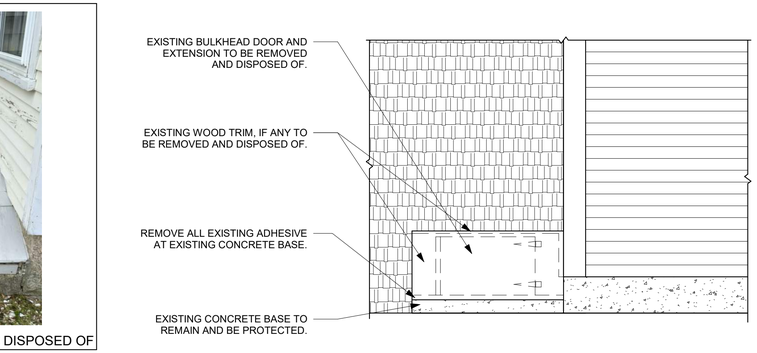
- CONTRACTOR SHALL REPORT TO ARCHITECT IF REPAIRS TO CONCRETE BASE SHALL BE REQUIRED TO PERFORM THIS WORK.
- EXISTING BULKHEAD SHOULD NOT BE REMOVED UNTIL THE NEW BULKHEADS ARE READY TO BE BUILT ON-SITE.

2 BULKHEAD DOOR DEMOLITION ELEVATION SIDE
1/2" = 1'-0"



NOTE: EXISTING BULKHEAD SHOULD NOT BE REMOVED UNTIL THE NEW BULKHEADS ARE READY TO BE BUILT ON-SITE.

1 BULKHEAD DOOR DEMOLITION ELEVATION
1/2" = 1'-0"

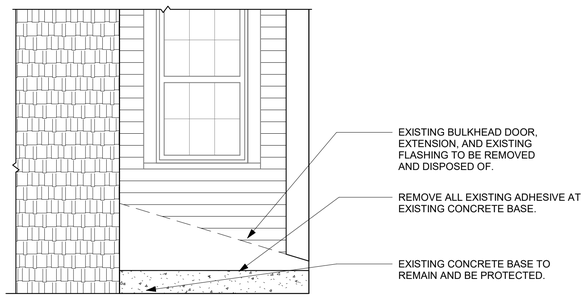


EXISTING BULKHEAD TO BE REMOVED AND DISPOSED OF

NOTES:

- CONTRACTOR SHALL REPORT TO ARCHITECT IF REPAIRS TO CONCRETE BASE SHALL BE REQUIRED TO PERFORM THIS WORK.
- EXISTING BULKHEAD SHOULD NOT BE REMOVED UNTIL THE NEW BULKHEADS ARE READY TO BE BUILT ON-SITE.

4 EAST BULKHEAD DOOR DEMOLITION ELEVATION SIDE
1/2" = 1'-0"



5 EAST BULKHEAD DOOR DEMOLITION ELEVATION LONG SIDE
1/2" = 1'-0"

NOTE: EXISTING BULKHEAD SHOULD NOT BE REMOVED UNTIL THE NEW BULKHEADS ARE READY TO BE BUILT ON-SITE.

DHK ARCHITECTS

DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

DEMOLITION ELEVATIONS

SCALE: 1/2" = 1'-0"
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO: 5005.20
DATE: 11/7/2025
DRAWING NO. D202

3/5/2026 1:47:14 PM

© copyright DHK Architects, Inc.

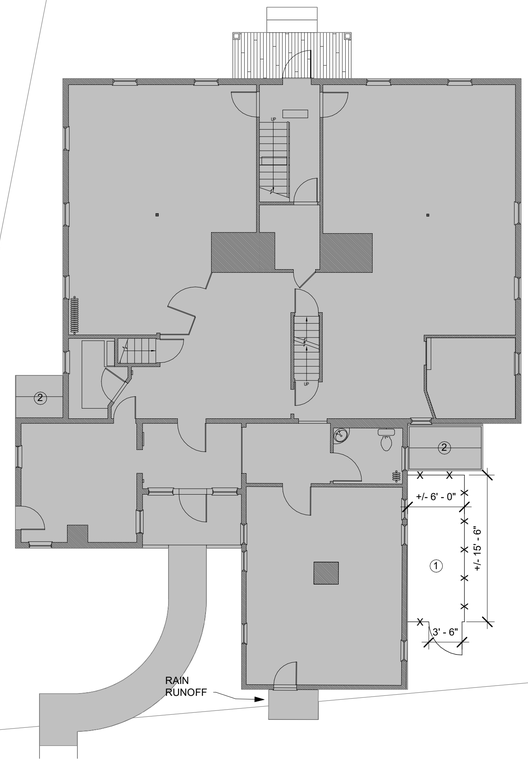
SCRANTON AVE

MAIN ST

EXISTING PARKING ACCESS ROADWAY

EXISTING PARKING ACCESS ROADWAY

CEMETERY



EXISTING PARKING LOT

EXISTING PARKING LOT

KEYED NOTES

1. NEW 6'-0" HIGH HISTORICALLY APPROPRIATE CEDAR SHADOWBOX STYLE FENCE WITH LOCKABLE ACCESS GATE WITH GALVANIZED FIELD PAINTED BLACK HARDWARE AT REAR. 12" OFF-GROUND CLEARANCE AT FRONT AND SIDES. OVERALL LENGTH OF FENCE SHALL SECURELY ENCLOSE THE HVAC EQUIPMENT AND PROVIDE ENOUGH CLEAR SPACE FOR MAINTENANCE AND REPAIRS/REPLACEMENT OF EQUIPMENT, EXACT DIMENSIONS TO BE CONFIRMED IN THE FIELD.
2. NEW BULKHEAD DOOR

1 SITE PLAN
1/8" = 1'-0"

PLAN NORTH

N

3/5/2026 1:47:03 PM

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH, MA, 02540

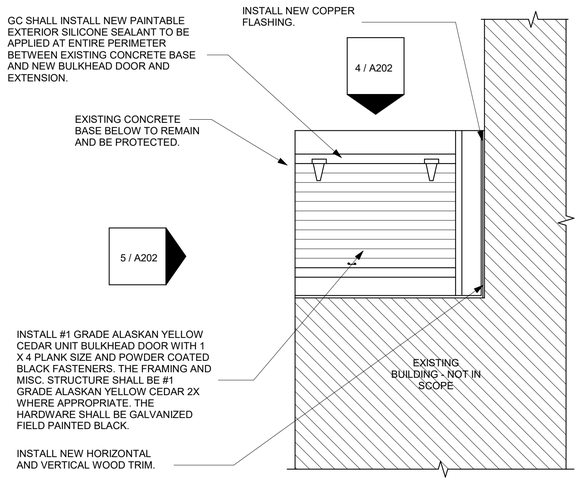
No.	Date	Revision

BID DOCUMENTS

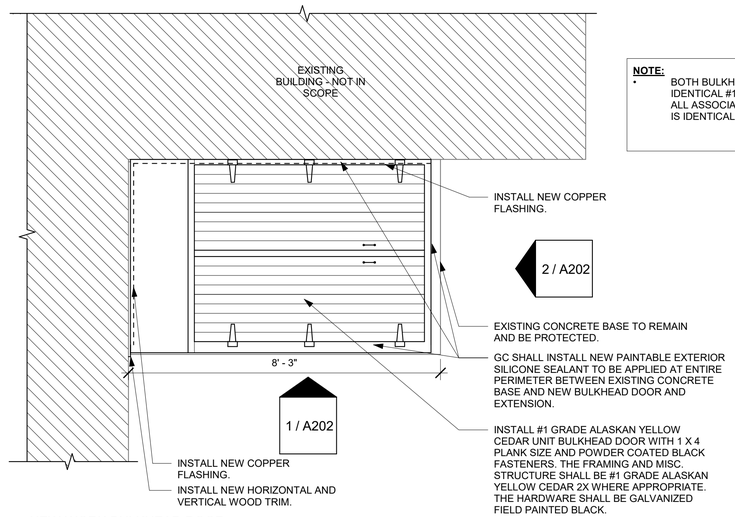
NEW WORK SITE PLAN

SCALE: As indicated	STAMP
FILE NAME: EDWARD MARKS BLDG	
DRAWN BY: DHK	
CHECKED BY: WG	DRAWING NO. A100
JOB NO: 5005.20	
DATE: 11/7/2025	

© copyright DHK Architects, Inc.

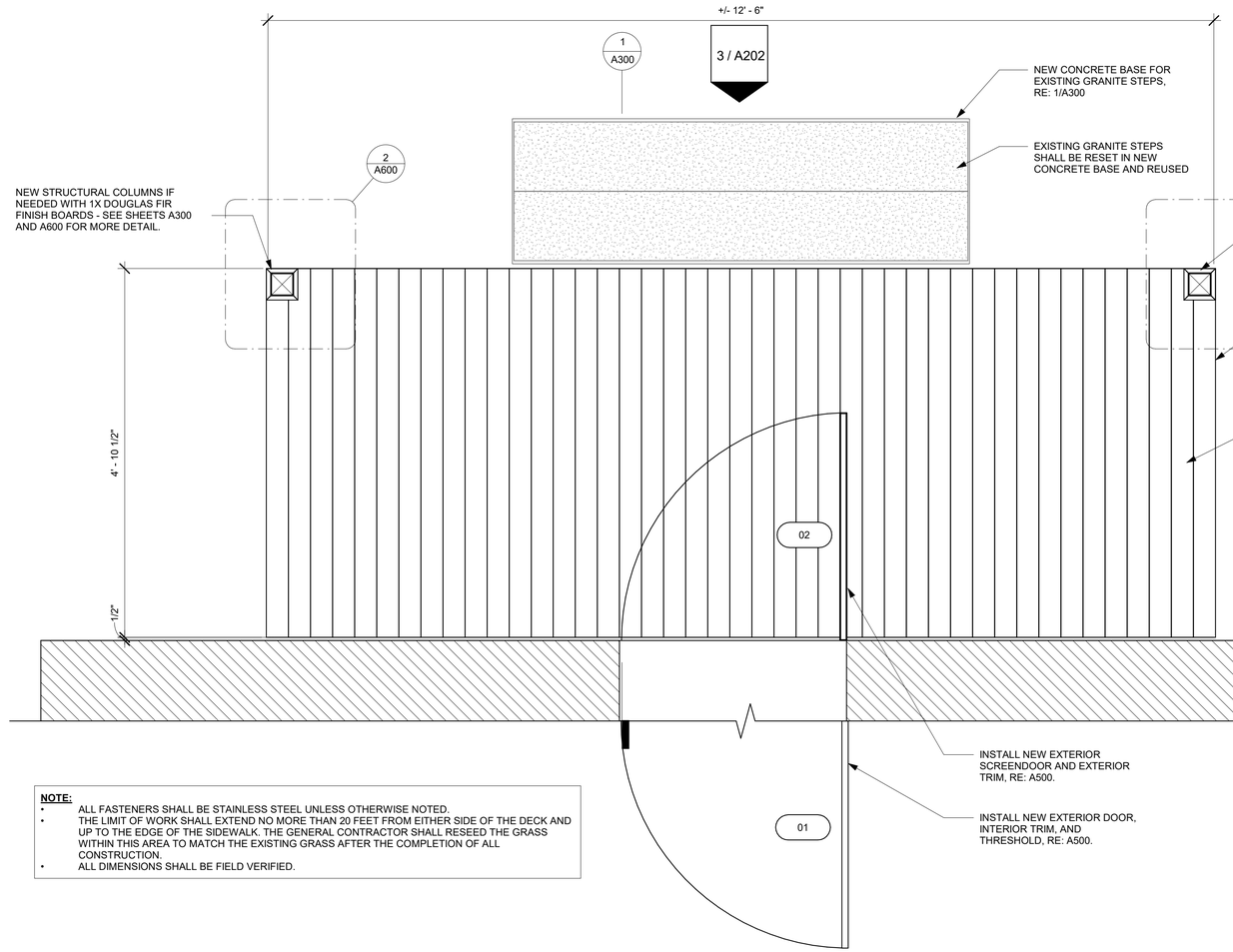


4 EAST BULKHEAD DOOR
1/2" = 1'-0"



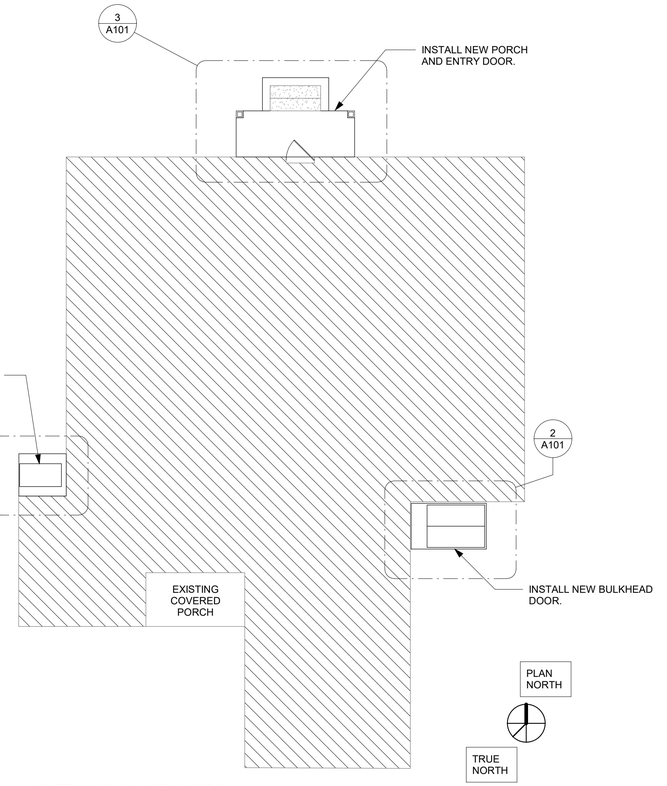
NOTE:
- BOTH BULKHEADS (EAST AND WEST ELEVATIONS) SHALL BE IDENTICAL #1 GRADE ALASKAN YELLOW CEDAR UNITS AND ALL ASSOCIATED ADDITIONAL WORK FOR THEIR INSTALLATION IS IDENTICAL.

2 NEW WORK BULKHEAD DOOR
1/2" = 1'-0"



NOTE:
- ALL FASTENERS SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
- THE LIMIT OF WORK SHALL EXTEND NO MORE THAN 20 FEET FROM EITHER SIDE OF THE DECK AND UP TO THE EDGE OF THE SIDEWALK. THE GENERAL CONTRACTOR SHALL RESEED THE GRASS WITHIN THIS AREA TO MATCH THE EXISTING GRASS AFTER THE COMPLETION OF ALL CONSTRUCTION.
- ALL DIMENSIONS SHALL BE FIELD VERIFIED.

3 NEW WORK DECK PLAN
1" = 1'-0"



1 OVERALL PLAN - NEW WORK
1/8" = 1'-0"

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH, MA, 02540

No.	Date	Revision

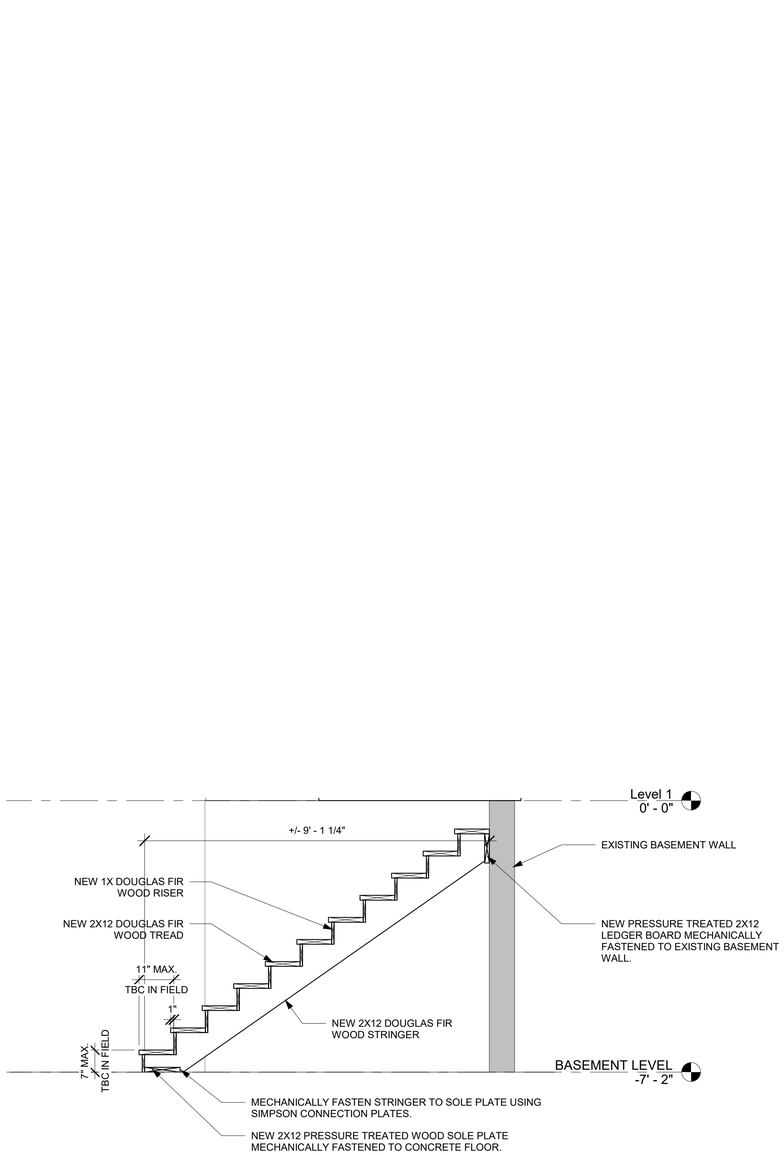
BID DOCUMENTS

NEW WORK PLANS

SCALE: As indicated
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO: 5005.20
DATE: 11/7/2025
DRAWING NO.: A101

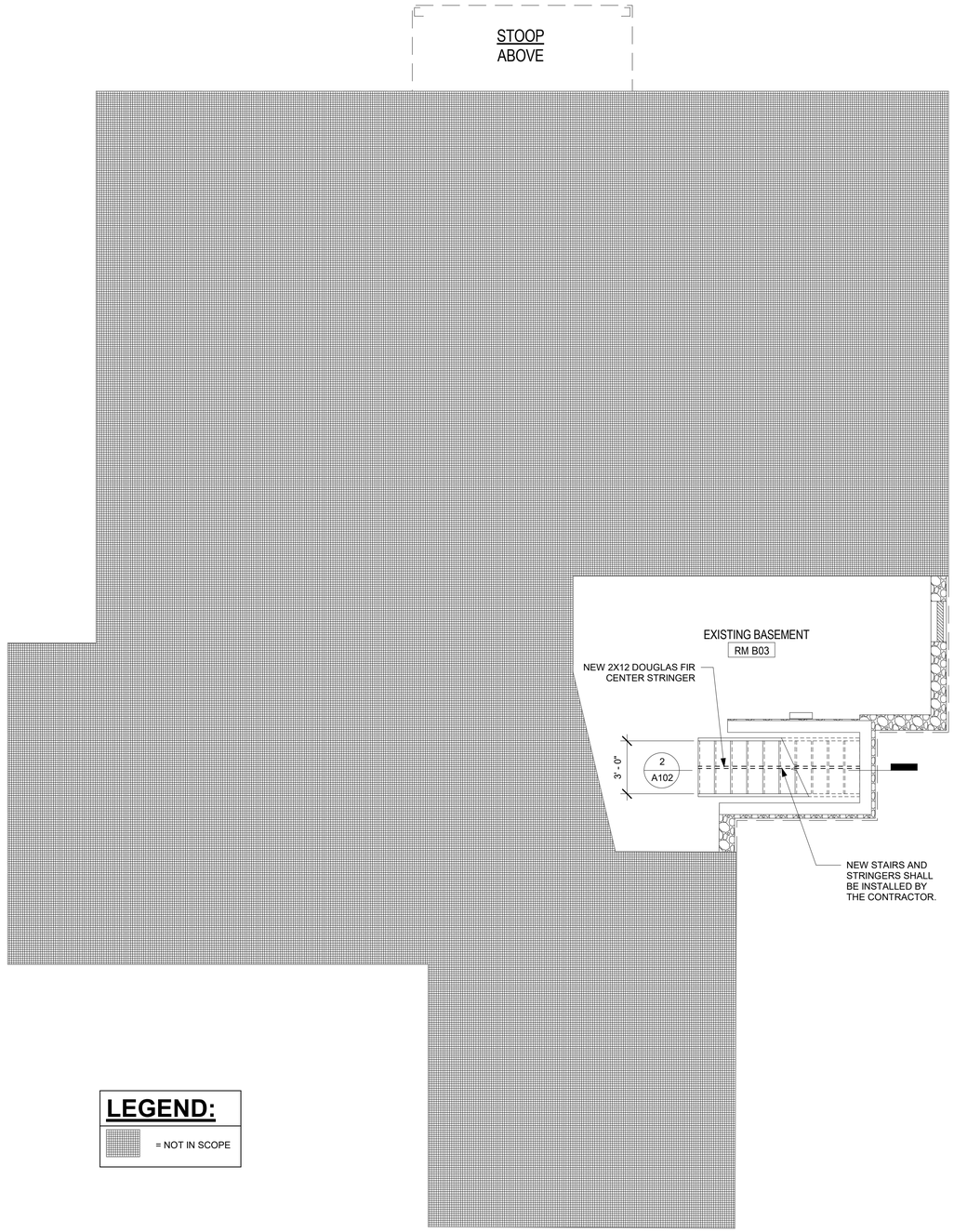
3/5/2026 1:47:04 PM

© copyright DHK Architects, Inc.



2 NEW BASEMENT STAIR SECTION
1/2" = 1'-0"

NOTE:
- ALL DIMENSIONS SHALL BE FIELD VERIFIED.



LEGEND:

= NOT IN SCOPE

1 BASEMENT LEVEL NEW WORK
1/4" = 1'-0"

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

NEW WORK BASEMENT FLOOR PLAN

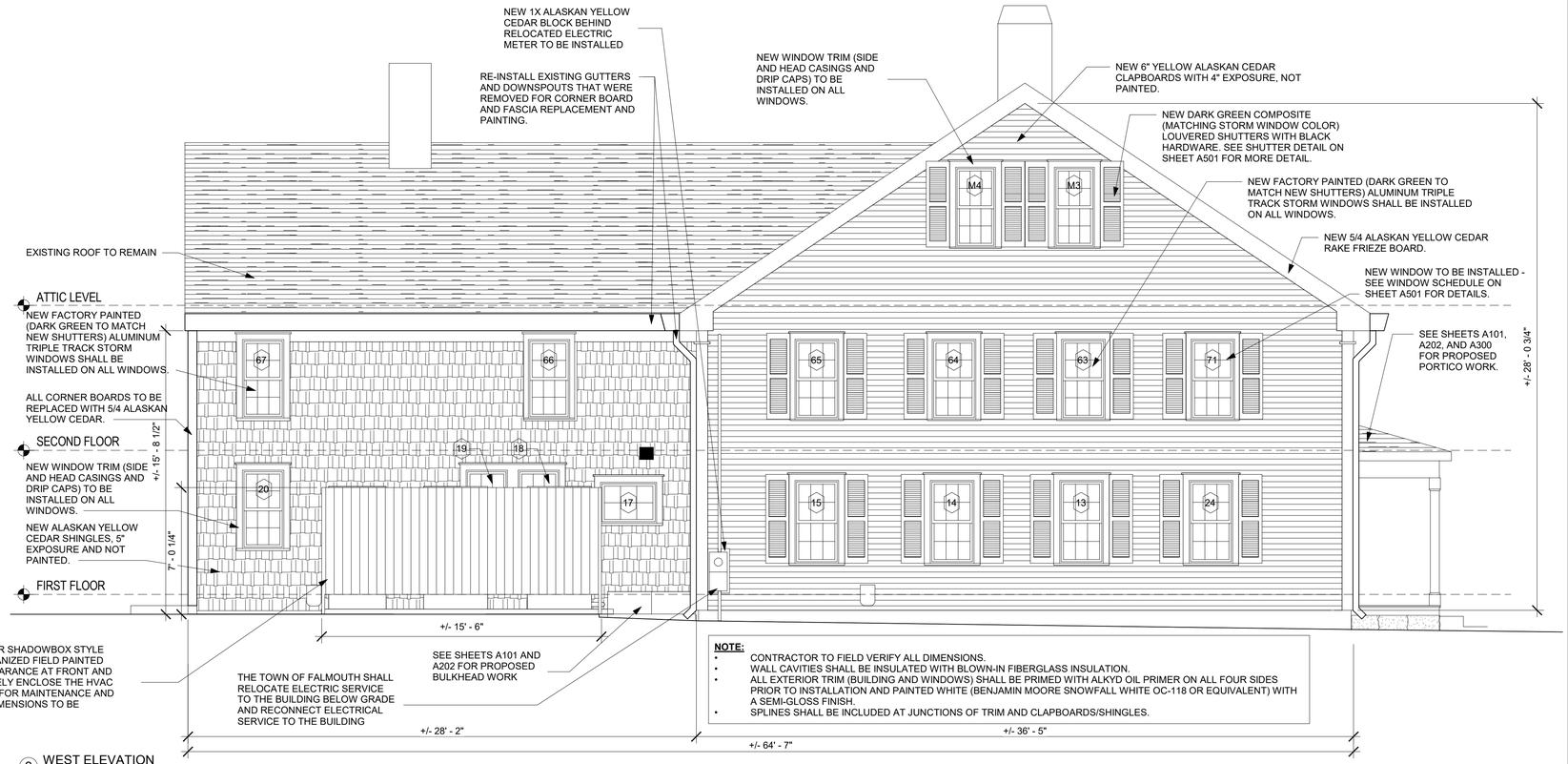
SCALE: As indicated	STAMP
FILE NAME: EDWARD MARKS BLDG	
DRAWN BY: DHK	
CHECKED BY: WG	DRAWING NO.
JOB NO: 5005.20	A102
DATE: 11/7/2025	

3/5/2026 1:47:04 PM

© copyright DHK Architects, Inc.



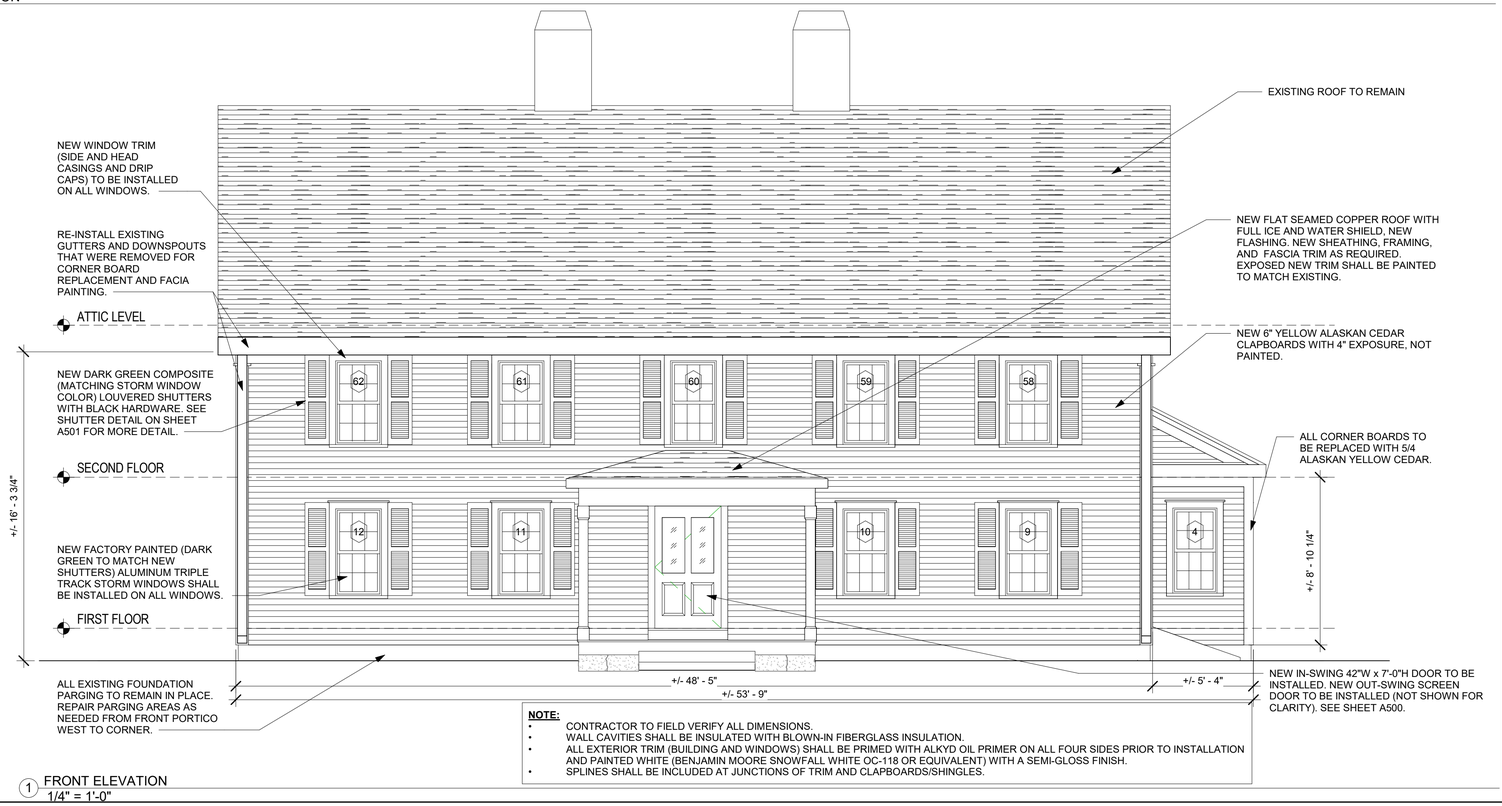
NEW 6'-0" HIGH HISTORICALLY APPROPRIATE CEDAR SHADOWBOX STYLE FENCE WITH LOCKABLE ACCESS GATE WITH GALVANIZED FIELD PAINTED BLACK HARDWARE AT REAR, 12" OFF-GROUND CLEARANCE AT FRONT AND SIDES. OVERALL LENGTH OF FENCE SHALL SECURELY ENCLOSE THE HVAC EQUIPMENT AND PROVIDE ENOUGH CLEAR SPACE FOR MAINTENANCE AND REPAIRS/REPLACEMENT OF EQUIPMENT, EXACT DIMENSIONS TO BE CONFIRMED IN THE FIELD.



NOTE:
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- WALL CAVITIES SHALL BE INSULATED WITH BLOWN-IN FIBERGLASS INSULATION.
- ALL EXTERIOR TRIM (BUILDING AND WINDOWS) SHALL BE PRIMED WITH ALKYD OIL PRIMER ON ALL FOUR SIDES PRIOR TO INSTALLATION AND PAINTED WHITE (BENJAMIN MOORE SNOWFALL WHITE OC-118 OR EQUIVALENT) WITH A SEMI-GLOSS FINISH.
- SPLINES SHALL BE INCLUDED AT JUNCTIONS OF TRIM AND CLAPBOARDS/SHINGLES.

2 WEST ELEVATION
1/4" = 1'-0"





NOTE:
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- WALL CAVITIES SHALL BE INSULATED WITH BLOWN-IN FIBERGLASS INSULATION.
- ALL EXTERIOR TRIM (BUILDING AND WINDOWS) SHALL BE PRIMED WITH ALKYD OIL PRIMER ON ALL FOUR SIDES PRIOR TO INSTALLATION AND PAINTED WHITE (BENJAMIN MOORE SNOWFALL WHITE OC-118 OR EQUIVALENT) WITH A SEMI-GLOSS FINISH.
- SPLINES SHALL BE INCLUDED AT JUNCTIONS OF TRIM AND CLAPBOARDS/SHINGLES.

1 FRONT ELEVATION
1/4" = 1'-0"

DHK
ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

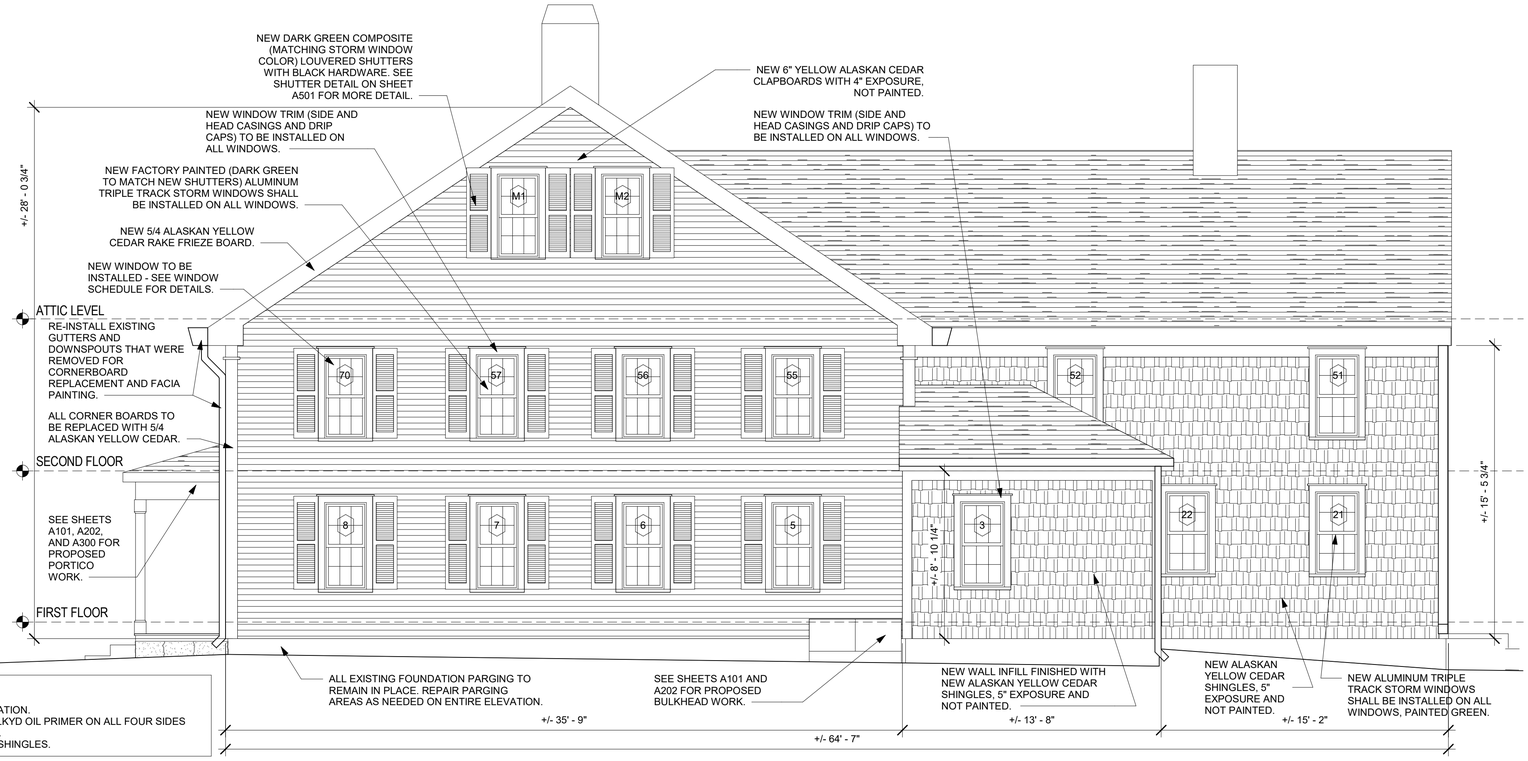
NEW WORK ELEVATIONS

SCALE: 1/4" = 1'-0"
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO.: 5005.20
DATE: 11/7/2025
DRAWING NO.: A200

3/5/2026 1:47:05 PM

© copyright DHK Architects, Inc.





NOTE:
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- WALL CAVITIES SHALL BE INSULATED WITH BLOWN-IN FIBERGLASS INSULATION.
- ALL EXTERIOR TRIM (BUILDING AND WINDOWS) SHALL BE PRIMED WITH ALKYD OIL PRIMER ON ALL FOUR SIDES PRIOR TO INSTALLATION AND PAINTED WHITE WITH A SEMI-GLOSS FINISH.
- SPLINES SHALL BE INCLUDED AT JUNCTIONS OF TRIM AND CLAPBOARDS/SHINGLES.

2 EAST ELEVATION - NEW WORK
1/4" = 1'-0"





NOTE:
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- WALL CAVITIES SHALL BE INSULATED WITH BLOWN-IN FIBERGLASS INSULATION.
- ALL EXTERIOR TRIM (BUILDING AND WINDOWS) SHALL BE PRIMED ON ALL FOUR SIDES PRIOR TO INSTALLATION AND PAINTED WHITE (BENJAMIN MOORE SNOWFALL WHITE OC-118 OR EQUIVALENT) WITH A SEMI-GLOSS FINISH.
- SPLINES SHALL BE INCLUDED AT JUNCTIONS OF TRIM AND CLAPBOARDS/SHINGLES.

1 REAR ELEVATION - NEW WORK
1/4" = 1'-0"

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH, MA, 02540

No.	Date	Revision

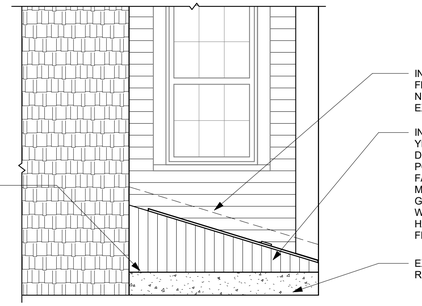
BID DOCUMENTS

NEW WORK ELEVATIONS

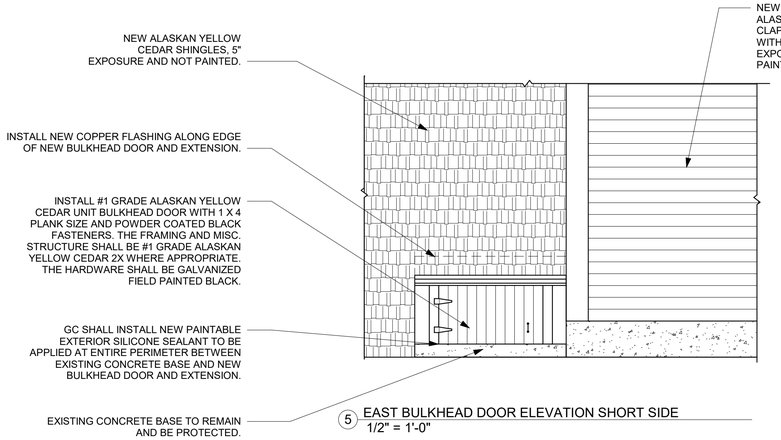
SCALE 1/4" = 1'-0"
STAMP
FILE NAME EDWARD MARKS BLDG
DRAWN BY DHK
CHECKED BY WG
JOB NO 5005.20
DATE 11/7/2025
DRAWING NO. A201

3/5/2026 1:47:06 PM

© copyright DHK Architects, Inc.



4 EAST BULKHEAD DOOR ELEVATION LONG SIDE
1/2" = 1'-0"

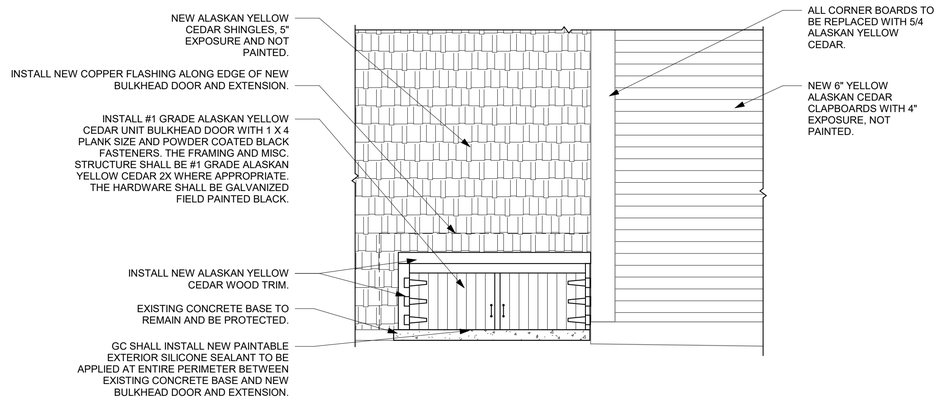


5 EAST BULKHEAD DOOR ELEVATION SHORT SIDE
1/2" = 1'-0"



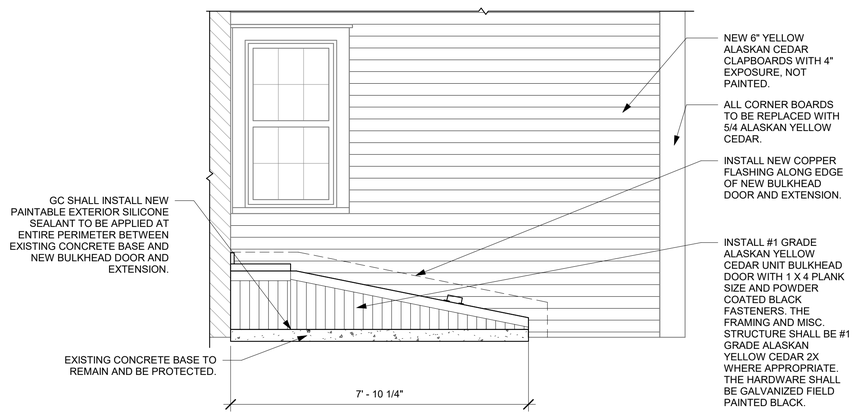
NOTE: ALL DIMENSIONS SHALL BE FIELD VERIFIED.

3 NEW WORK ELEVATION
1/2" = 1'-0"



NOTE: BOTH BULKHEADS (EAST AND WEST ELEVATIONS) SHALL BE IDENTICAL#1 GRADE ALASKAN YELLOW CEDAR UNITS AND ALL ASSOCIATED ADDITIONAL WORK FOR THEIR INSTALLATION IS IDENTICAL

2 WEST BULKHEAD DOOR ELEVATION SHORT SIDE
1/2" = 1'-0"



NOTE: BOTH BULKHEADS (EAST AND WEST ELEVATIONS) SHALL BE IDENTICAL #1 GRADE ALASKAN YELLOW CEDAR UNITS AND ALL ASSOCIATED ADDITIONAL WORK FOR THEIR INSTALLATION IS IDENTICAL

1 WEST BULKHEAD DOOR ELEVATION LONG SIDE
1/2" = 1'-0"

DHK
ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

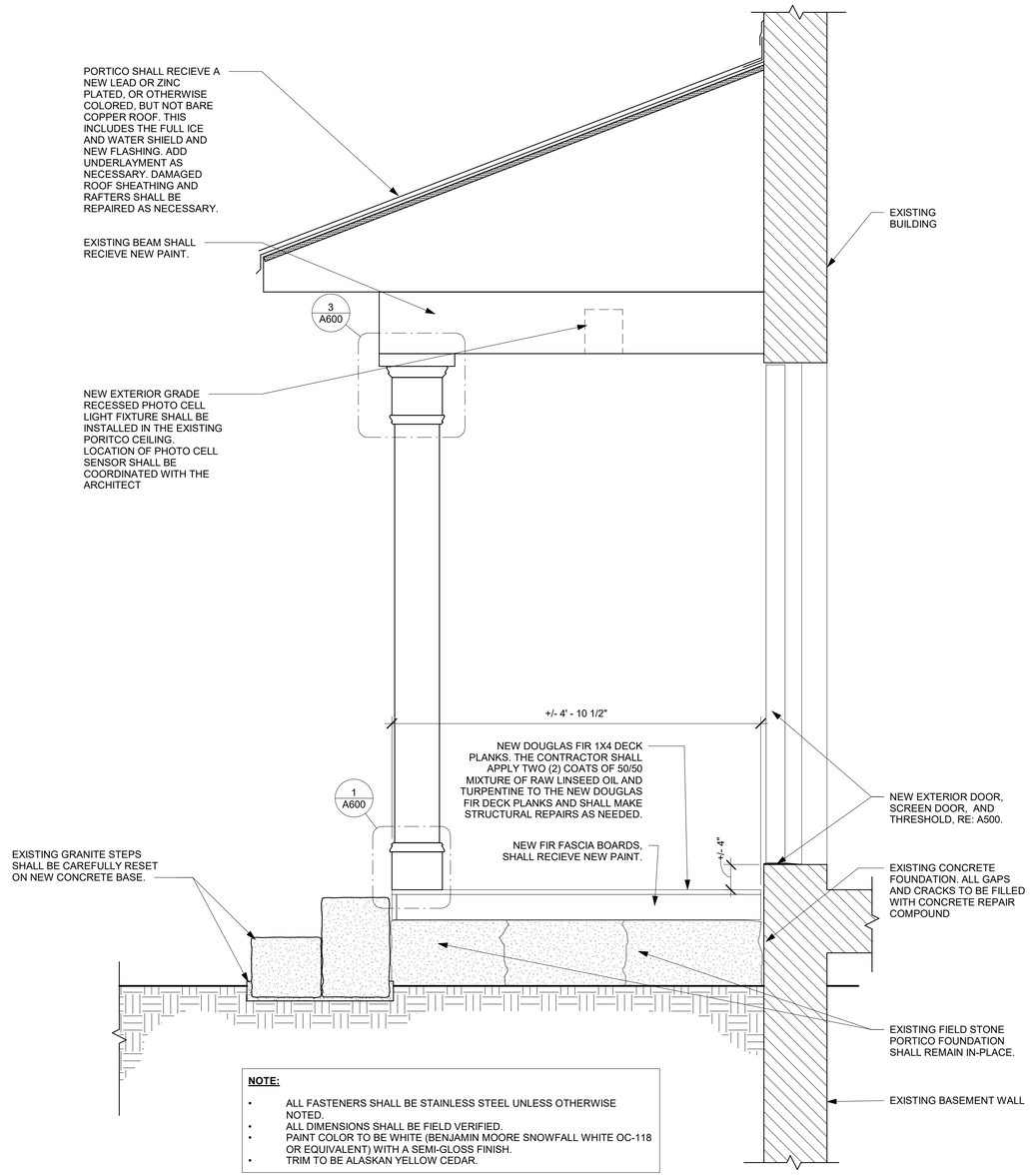
BID DOCUMENTS

NEW WORK ELEVATIONS

SCALE 1/2" = 1'-0"
STAMP
FILE NAME EDWARD MARKS BLDG
DRAWN BY DHK
CHECKED BY WG
JOB NO 5005.20
DATE 11/7/2025
DRAWING NO. A202

3/5/2026 1:47:06 PM

© copyright DHK Architects, Inc.



1 SECTION
1" = 1'-0"

DHK
ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

NEW WORK SECTIONS

SCALE 1" = 1'-0"
STAMP
FILE NAME EDWARD MARKS BLDG
DRAWN BY DHK
CHECKED BY WG
DRAWING NO. A300
JOB NO 5005.20
DATE 11/7/2025

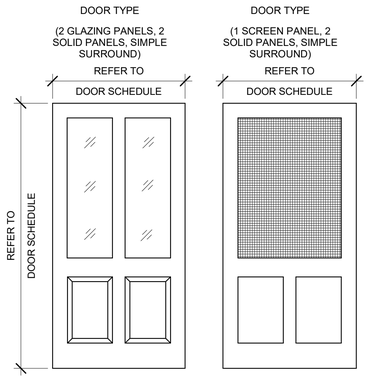
3/5/2026 3:06:37 PM

© copyright DHK Architects, Inc.

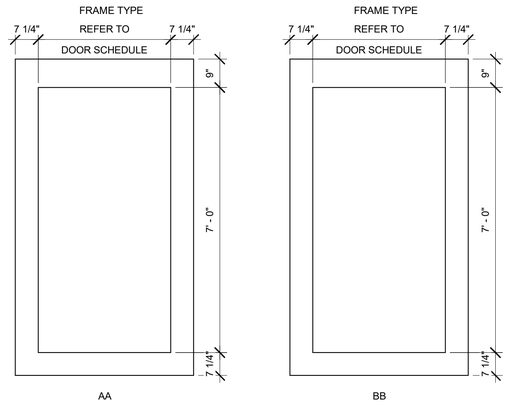
DOOR SCHEDULE

MARK	DOOR TYPE	WIDTH	HEIGHT	THICKNESS	SWING	DOOR MATERIAL	DOOR FINISH	COLOR	FRAME TYPE	FRAME MATERIAL	FRAME FINISH	FRAME COLOR	HARDWARE SET	GLAZING	COMMENTS
01	A	3' - 6"	7' - 0"	0' - 1 3/4"	LH	WOOD	PAINTED	TBD	AA	WOOD	PAINTED	TDB	01	YES	NEW DOOR PAINT COLOR SHALL MATCH NEW SHUTTERS COLOR, GLAZING SHALL BE CLEAR TEMPERED, 1/4" SAFETY GLASS.
02	B	3' - 6"	7' - 0"	0' - 1 1/4"	RHR	WOOD	PAINTED	TBD	BB	WOOD	PAINTED	TDB	02	--	SCREEN WIRE SHALL BE A BRONZE MESH, MESH SIZE TO BE DETERMINED.

DOOR TYPE



FRAME TYPE



DOOR HARDWARE

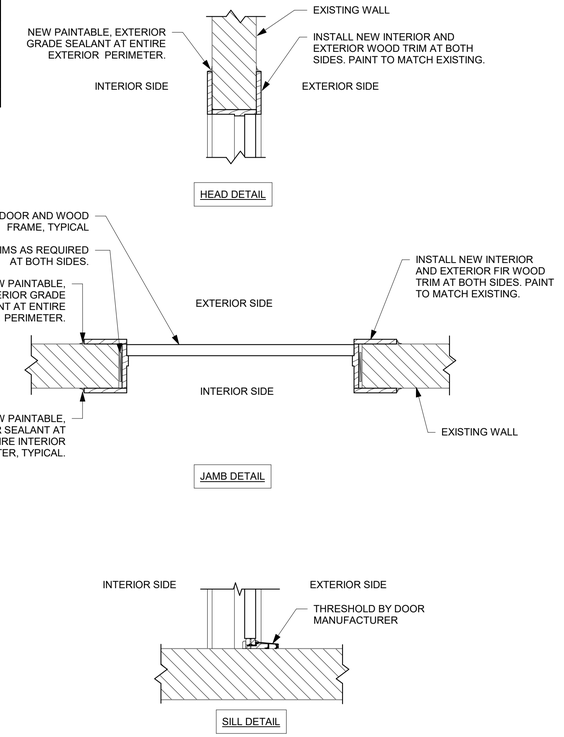
HARDWARE SET 01:

3 EA HINGES
1 EA EXTERIOR GRADE THUMB LATCH HANDLE
1 EA WHITE OAK OR LOCUST THRESHOLD, NO METAL APPLICATIONS
1 EA WEATHER STRIPING AT BOTH SIDES AND TOP OF DOOR
1 EA KNOB
1 EA MORTISE LOCK

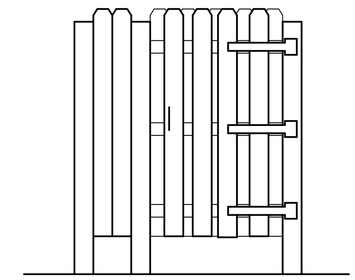
HARDWARE SET 02:

3 EA HINGES
1 EA EXTERIOR GRADE KNOB
1 EA HEAVY DUTY DOOR SWEEP
1 EA SPRING AND RESTRAIN CHAIN, NO CLOSER
1 EA LEVER HANDLE" (FOR INTERIOR)

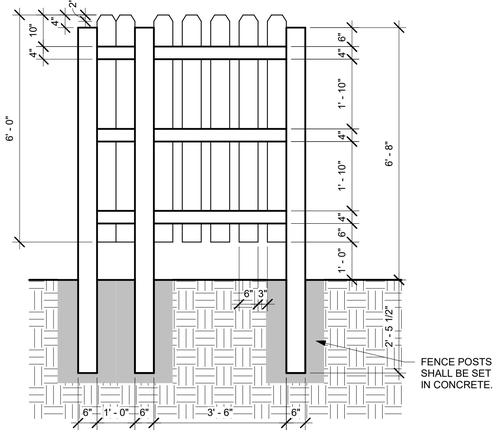
NOTE: ALL NEW DOOR HARDWARE FINISH SHALL BE OIL RUBBED BRONZE.



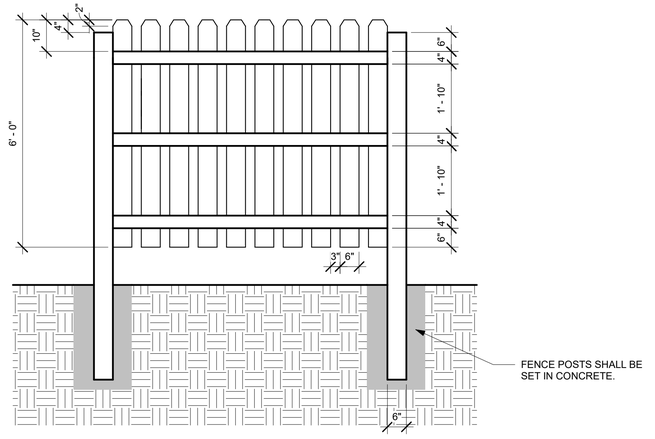
1 DOOR DETAILS
1" = 1'-0"



6 SHADOW BOX FENCE DOOR ELEVATION
1/2" = 1'-0"



4 SHADOW BOX FENCE DOOR SECTION
1/2" = 1'-0"



2 SHADOW BOX FENCE SECTION
1/2" = 1'-0"

NOTE: ALL SHADOW BOX FENCE HARDWARE SHALL BE GALVANIZED FIELD PAINTED BLACK.



5 SHADOW BOX FENCE DOOR TOP VIEW
1/2" = 1'-0"



3 SHADOW BOX FENCE TOP VIEW
1/2" = 1'-0"

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH, MA, 02540

No.	Date	Revision

BID DOCUMENTS

SCHEDULES

SCALE: As indicated
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO.: 5005.20
DATE: 11/7/2025
DRAWING NO.: A500

3/5/2026 1:47:08 PM

© copyright DHK Architects, Inc.

WINDOW SCHEDULE - FIRST FLOOR

WINDOW NUMBER	WINDOW TYPE	DESCRIPTION	SIZE WIDTH	SIZE HEIGHT	WINDOW OPTION	DATE COMPLETED	TYPE	PATTERN	WINDOW TRIM	COMMENTS
1	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6		PAINT COLOR - DARK GREEN
2	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2003	9X13	6/6		PAINT COLOR - DARK GREEN
3	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2003	9X13	6/6	A	PAINT COLOR - DARK GREEN STORM WINDOW WAS LEFT UP, PUTTY FAILED, REPAIRED JULY 2023 REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
4	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2003	9X13	6/6		PAINT COLOR - DARK GREEN STORM WINDOW WAS LEFT UP, PUTTY FAILED, REPAIRED JULY 2023
5	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
6	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
7	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
8	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
9	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
10	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
11	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2020	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
12	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	REPLICA	2020	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
13	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
14	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
15	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	ORIGINAL	2003	9X13	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
16	D	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	3'-9"	REPLICA	2003	8X10	6/6		PAINT COLOR - DARK GREEN
17		BATHROOM WINDOW			REPLICA	2002	FIXED	6 LITE		BATHROOM WINDOW - MODERN FIXED 6 LITE
18	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	ORIGINAL	2020	8X12	6/6		PAINT COLOR - DARK GREEN
19	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	ORIGINAL	2020	8X12	6/6		PAINT COLOR - DARK GREEN
20	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	ORIGINAL	2020	8X12	6/6	A	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
21	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	2020	8X12	6/6		PAINT COLOR - DARK GREEN OLD SASH W/ NEW MUNTINS FITTED TO MATCH STANDARD PATTERN.
22	D	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	3'-9"	REPLICA	2020	8X10	6/6		PAINT COLOR - DARK GREEN OLD SASH W/ NEW MUNTINS FITTED TO MATCH STANDARD PATTERN.
23	D	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	3'-9"	REPLICA	2020	8X10	6/6		PAINT COLOR - DARK GREEN OLD SASH W/ NEW MUNTINS FITTED TO MATCH STANDARD PATTERN.
24	B	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-9"	NEW	N/A	9X13	6/6		NEW INSTALLED WINDOW PAINT COLOR - DARK GREEN

WINDOW SCHEDULE - SECOND FLOOR

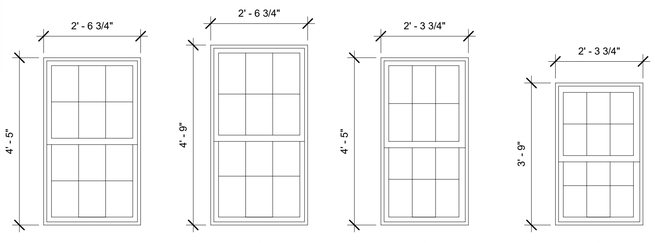
WINDOW NUMBER	WINDOW TYPE	DESCRIPTION	SIZE WIDTH	SIZE HEIGHT	WINDOW OPTION	DATE COMPLETED	TYPE	PATTERN	WINDOW TRIM	COMMENTS
51	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6		PAINT COLOR - DARK GREEN
52	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6		PAINT COLOR - DARK GREEN
53	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6		PAINT COLOR - DARK GREEN HEAVY MUNTIN, REPLICATE WITH NARROW POINTED MUNTINS
54	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6		PAINT COLOR - DARK GREEN HEAVY MUNTIN, REPLICATE WITH NARROW POINTED MUNTINS
55	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
56	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
57	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
58	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	REPLICA	2021	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND SIDE CASINGS
59	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	REPLICA	2021	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND SIDE CASINGS
60	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	REPLICA	2003	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND SIDE CASINGS
61	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	REPLICA	2021	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND SIDE CASINGS
62	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	REPLICA	2021	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND SIDE CASINGS
63	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
64	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
65	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	2021	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
66	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6		PAINT COLOR - DARK GREEN
67	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6		PAINT COLOR - DARK GREEN UNSUITABLE MODERN REPLACEMENT WINDOW TO BE REPLACED WITH REPLICA
68	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6	A	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND DRIP CAP
69	C	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-3 3/4"	4'-5"	REPLICA	N/A	8X12	6/6	A	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS AND DRIP CAP
70	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	NEW	N/A	9X12	6/6	B	NEW WINDOW TO BE INSTALLED NEW HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS TO BE INSTALLED PAINT COLOR - DARK GREEN
71	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	NEW	N/A	9X12	6/6	B	NEW WINDOW TO BE INSTALLED NEW HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS TO BE INSTALLED PAINT COLOR - DARK GREEN
M1	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
M2	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
M3	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS
M4	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	ORIGINAL	N/A	9X12	6/6	B	PAINT COLOR - DARK GREEN REPLACE HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS

NEW WINDOW SCHEDULE

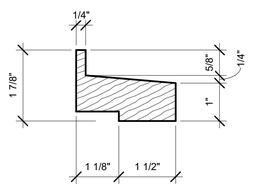
WINDOW NUMBER	WINDOW TYPE	DESCRIPTION	SIZE WIDTH	SIZE HEIGHT	WINDOW OPTION	DATE COMPLETED	TYPE	PATTERN	WINDOW TRIM	COMMENTS
70	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	NEW	N/A	9X12	6/6	B	NEW WINDOW TO BE INSTALLED NEW HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS TO BE INSTALLED PAINT COLOR - DARK GREEN
71	A	PRE-PAINTED ALUMINUM TRIPLE TRACK STORM	2'-6 3/4"	4'-5"	NEW	N/A	9X12	6/6	B	NEW WINDOW TO BE INSTALLED NEW HEAD CASINGS, SIDE CASINGS, AND DRIP CAPS TO BE INSTALLED PAINT COLOR - DARK GREEN

NOTE:

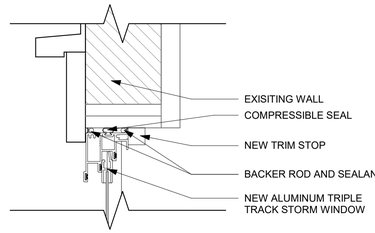
- CONTRACTOR TO INSTALL WINDOWS IN CONJUNCTION WITH SIDEWALL WORK.
- WINDOW SASHES AND FRAMES FOR WINDOWS #70 AND #71 WILL BE SUPPLIED BY THE TOWN.
- REPLICA SASH, JAMBS, AND STOOL FOR WINDOW #67 WILL BE SUPPLIED BY THE TOWN.



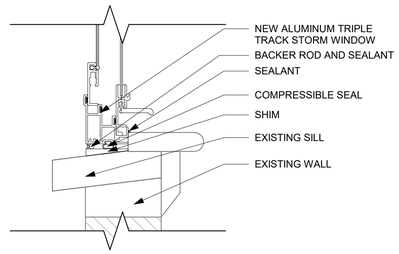
STORM WINDOW TYPES
1/2" = 1'-0"



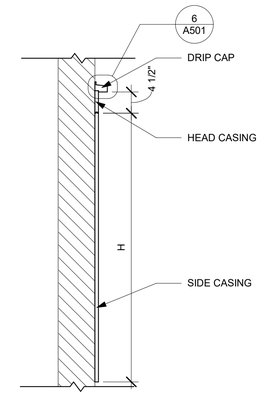
6 DRIP CAP DETAIL
6" = 1'-0"



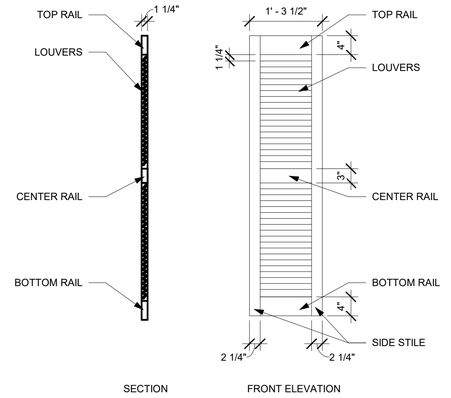
1 TYPICAL STORM WINDOW HEAD DETAIL
3" = 1'-0"



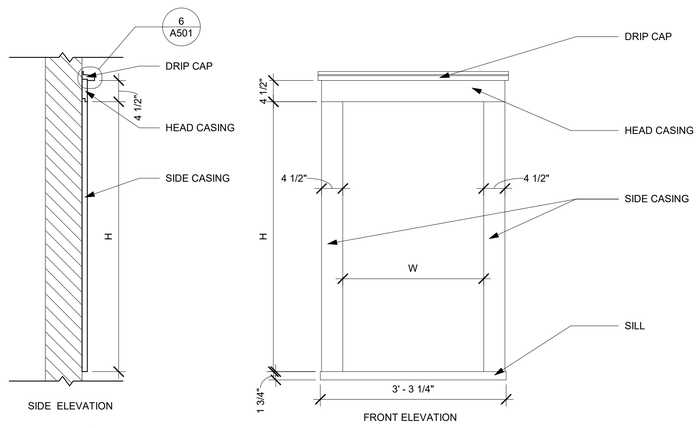
2 TYPICAL STORM WINDOW SILL DETAIL
3" = 1'-0"



4 WINDOW TRIM A ELEVATIONS
3/4" = 1'-0"



3 TYPICAL SHUTTER DETAIL
3/4" = 1'-0"



5 WINDOW TRIM B DETAIL
3/4" = 1'-0"

DHK ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT
HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

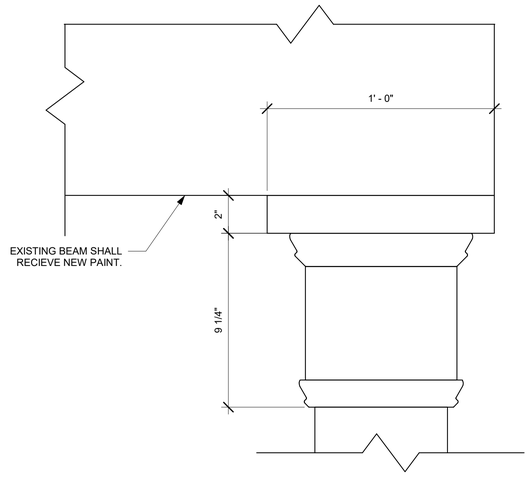
BID DOCUMENTS

SCHEDULES

SCALE: As indicated
STAMP
FILE NAME: EDWARD MARKS BLDG
DRAWN BY: DHK
CHECKED BY: WG
JOB NO: 5005.20
DATE: 11/7/2025
DRAWING NO.: A501

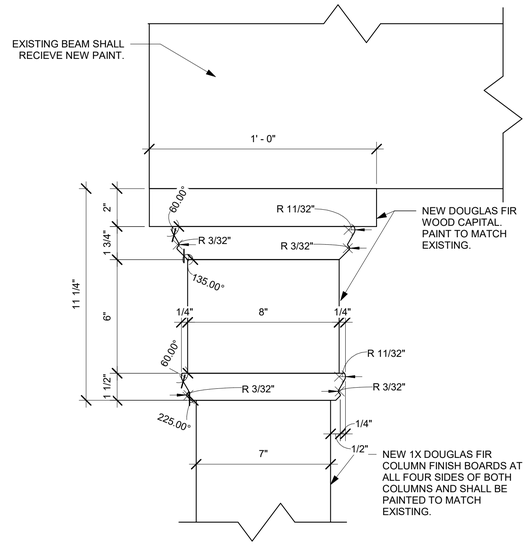
3/5/2026 4:07:03 PM

© copyright DHK Architects, Inc.

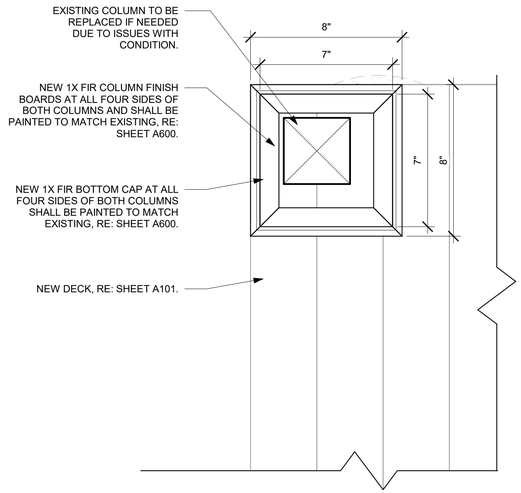


NOTE: SEE 3 / A600 FOR TYPICAL NOTES AND DIMENSIONS.

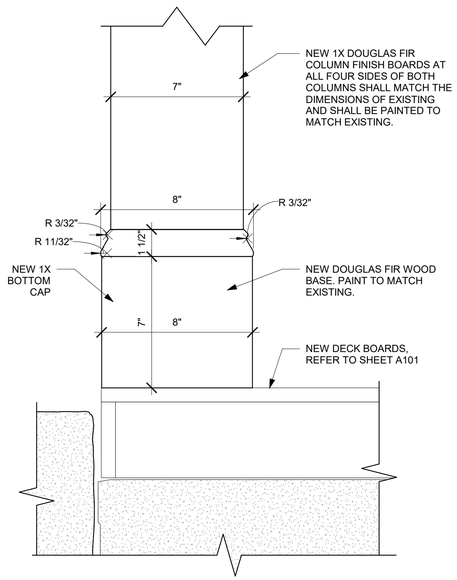
4 COLUMN CAPITAL DETAIL
3" = 1'-0"



3 COLUMN CAPITAL DETAIL
3" = 1'-0"



2 COLUMN FINISH BOARD DETAIL
3" = 1'-0"



1 COLUMN BASE DETAIL
3" = 1'-0"

NOTE:

- ALL FASTENERS SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE FIELD VERIFIED.
- PAINT COLOR TO BE WHITE (BENJAMIN MOORE SNOWFALL WHITE OC-118 OR EQUIVALENT) WITH A SEMI-GLOSS FINISH.
- STRUCTURAL COLUMNS WILL BE FASTENED TO FOOTERS, THE DECK FRAME, AND THE ROOF CANOPY WITH SIMPSON STRONG-TIE FASTENERS.

DHK
ARCHITECTS
DHK Architects, Inc.
54 Canal Street
Suite 200
Boston, MA 02114
617.267.6408

PROJECT

HISTORIC EXTERIOR IMPROVEMENTS TO THE
EDWARD MARKS/ POOR HOUSE BUILDING
744 MAIN STREET, FALMOUTH,
MA, 02540

No.	Date	Revision

BID DOCUMENTS

NEW WORK DETAILS

SCALE 3" = 1'-0"
STAMP
FILE NAME EDWARD MARKS BLDG
DRAWN BY DHK
CHECKED BY WG
DRAWING NO. A600
JOB NO 5005.20
DATE 11/7/2025

3/5/2026 1:47:09 PM

© copyright DHK Architects, Inc.

Item: 4.b.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **7:20 PM** - Presentation - The Cape We Shape land protection initiative - Association to Protect Cape Cod (APCC) **(15 minutes)**

Purpose:
Mr. Andrew Gottlieb, Executive Director for the Association to Preserve Cape Cod (APCC), will present information to the Select Board concerning the new The Cape We Shape initiative.

Background/Summary:

- The Association to Preserve Cape Cod has launched The Cape We Shape, a new campaign to preserve the remaining undeveloped land that has been identified as priority natural resource areas based on its value to drinking water, water quality, critical habitat, and coastal resilience.
- About 50,000 acres of Cape Cod remain undeveloped and unprotected. Of those, 40,000 acres overlap with priority natural resource areas–lands within Zone II areas to wellheads and potential water supplies, wetlands and vernal pools and their protective buffers, state and local mapped core habitats of state-listed species and critical natural landscapes, and inland and coastal flood-prone areas.

Recommended Actions:

Department Recommendation:
This presentation is for discussion and information purposes only, and no formal action is requested of the Select Board.

Options:
N/A

Town Manager's Comments:

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

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

N/A

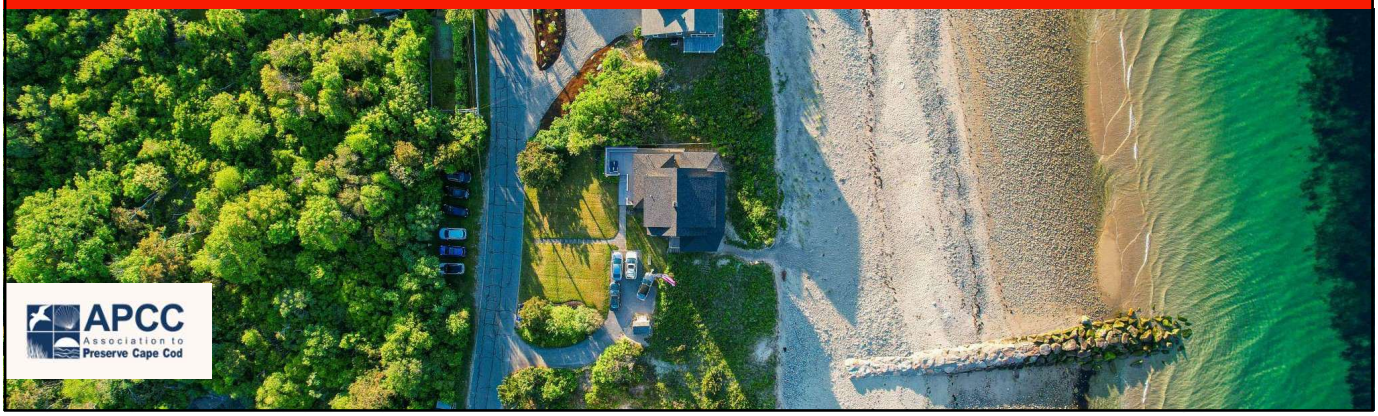
Attachments:

1. April 13-Falmouth Selectboard-2 per pg

THE CAPE WE SHAPE

Campaign

April 2026



1

The Problem:

Cape development patterns have resulted in…

Unacceptable Water Quality

- 90% of estuaries
- > 33% of ponds

Economic Challenges

- High cost of living
- Expensive housing
- Labor shortages

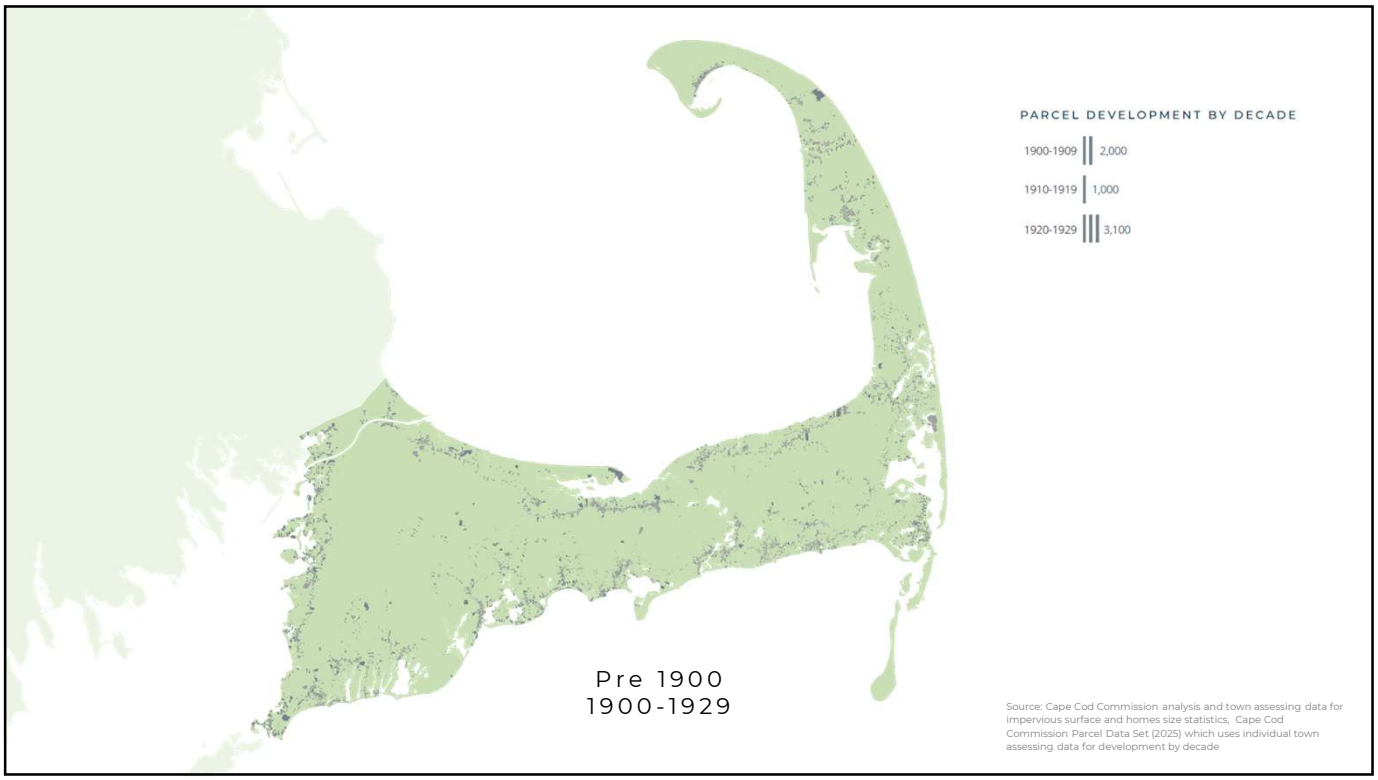
Fragmented Natural Landscapes

- Undermined water supply and quality
- Threats to species diversity

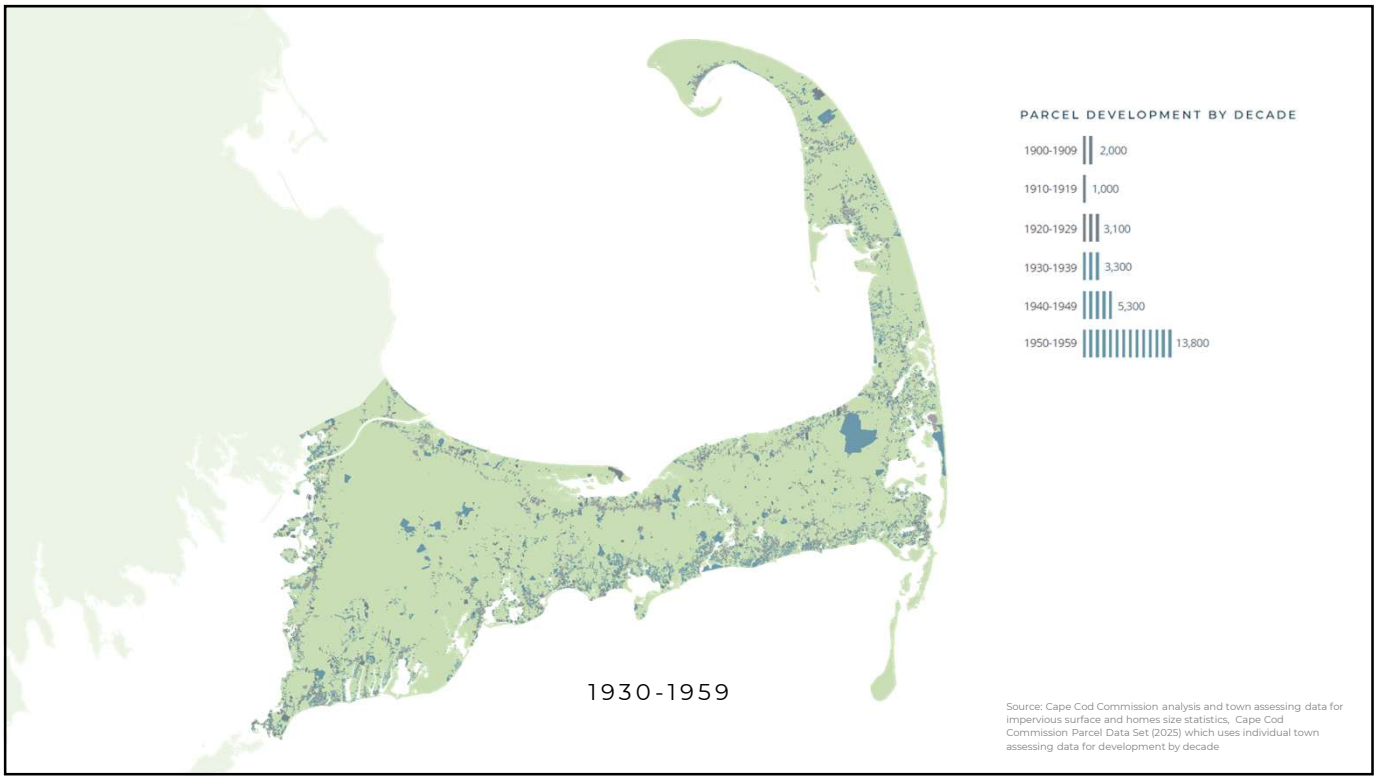
Increased Vulnerability

- Increased flooding
- Heightened risk from storm intensity

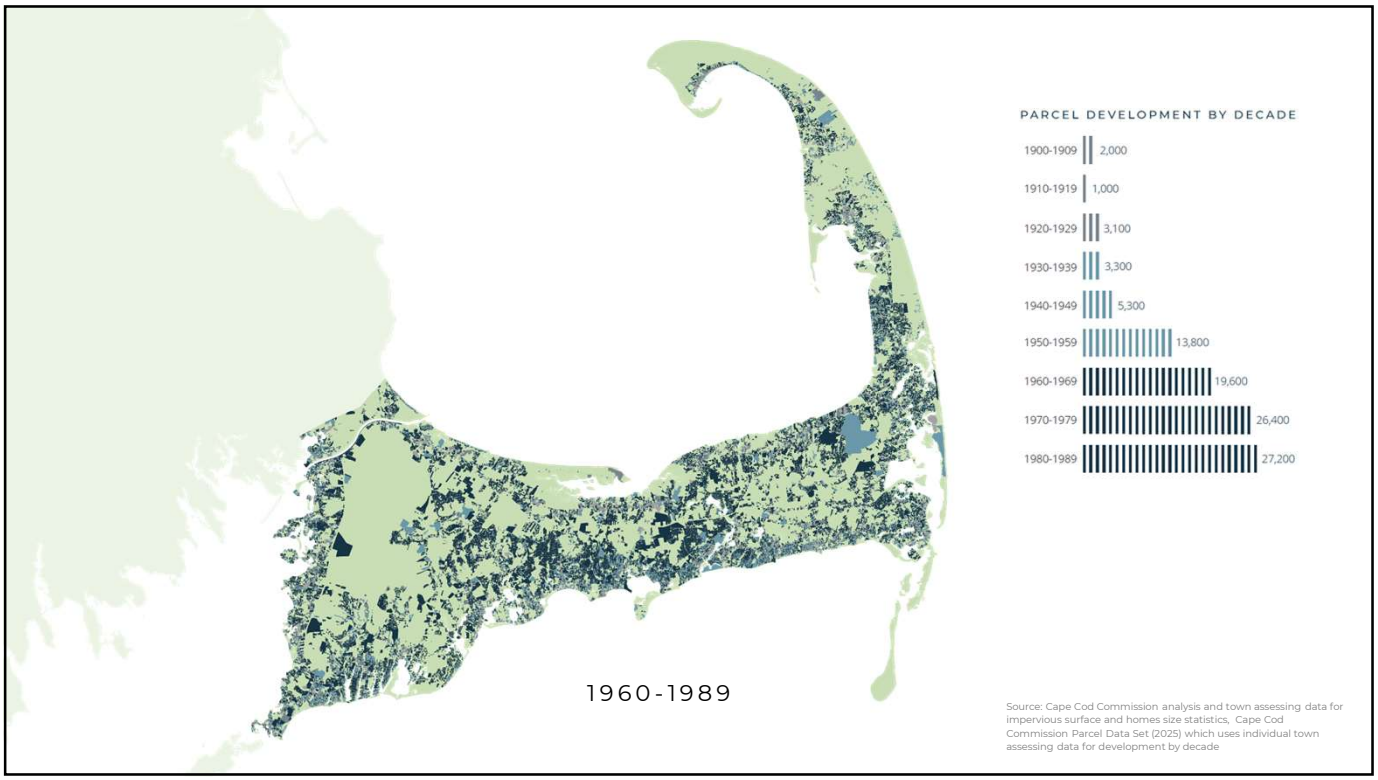
2


PARCEL DEVELOPMENT BY DECADE
1900-1909 2,000
1910-1919 1,000
1920-1929 3,100
Pre 1900
1900-1929
Source: Cape Cod Commission analysis and town assessing data for impervious surface and homes size statistics, Cape Cod Commission Parcel Data Set (2025) which uses individual town assessing data for development by decade

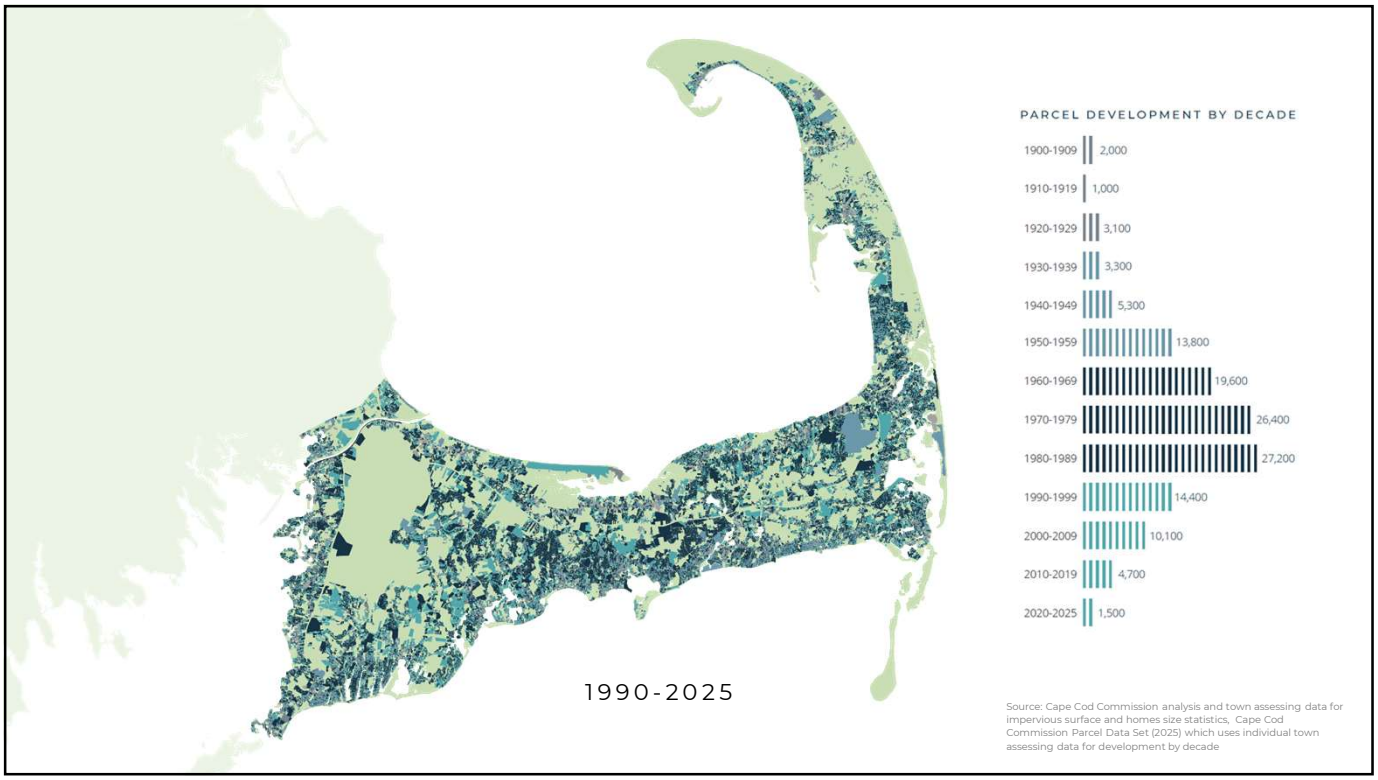
3


PARCEL DEVELOPMENT BY DECADE
1900-1909 2,000
1910-1919 1,000
1920-1929 3,100
1930-1939 3,300
1940-1949 5,300
1950-1959 13,800
1930-1959
Source: Cape Cod Commission analysis and town assessing data for impervious surface and homes size statistics, Cape Cod Commission Parcel Data Set (2025) which uses individual town assessing data for development by decade

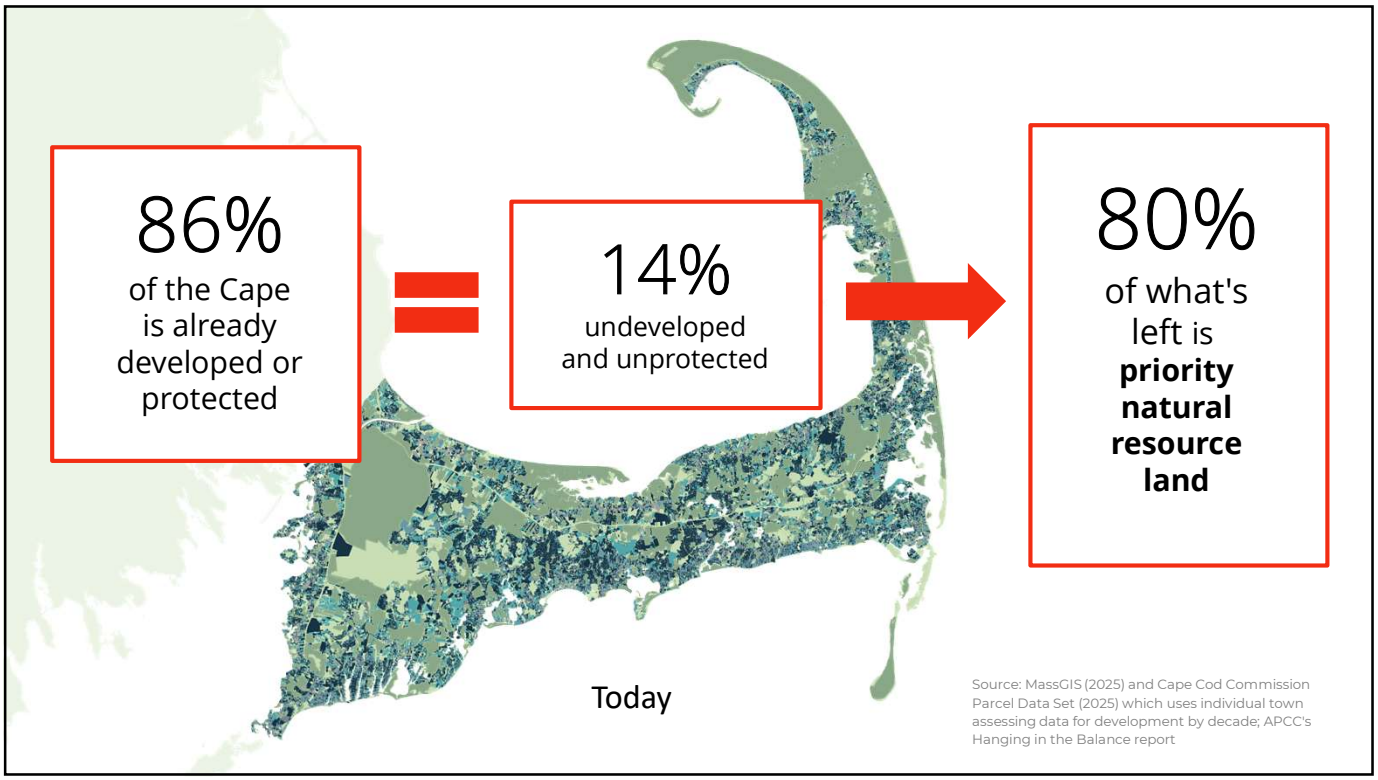
4


PARCEL DEVELOPMENT BY DECADE
1900-1909 2,000
1910-1919 1,000
1920-1929 3,100
1930-1939 3,300
1940-1949 5,300
1950-1959 13,800
1960-1969 19,600
1970-1979 26,400
1980-1989 27,200
1960-1989
Source: Cape Cod Commission analysis and town assessing data for impervious surface and homes size statistics, Cape Cod Commission Parcel Data Set (2025) which uses individual town assessing data for development by decade

5


PARCEL DEVELOPMENT BY DECADE
1900-1909 2,000
1910-1919 1,000
1920-1929 3,100
1930-1939 3,300
1940-1949 5,300
1950-1959 13,800
1960-1969 19,600
1970-1979 26,400
1980-1989 27,200
1990-1999 14,400
2000-2009 10,100
2010-2019 4,700
2020-2025 1,500
1990-2025
Source: Cape Cod Commission analysis and town assessing data for impervious surface and homes size statistics, Cape Cod Commission Parcel Data Set (2025) which uses individual town assessing data for development by decade

6



7

DEFINITION: Priority Natural Resource Lands

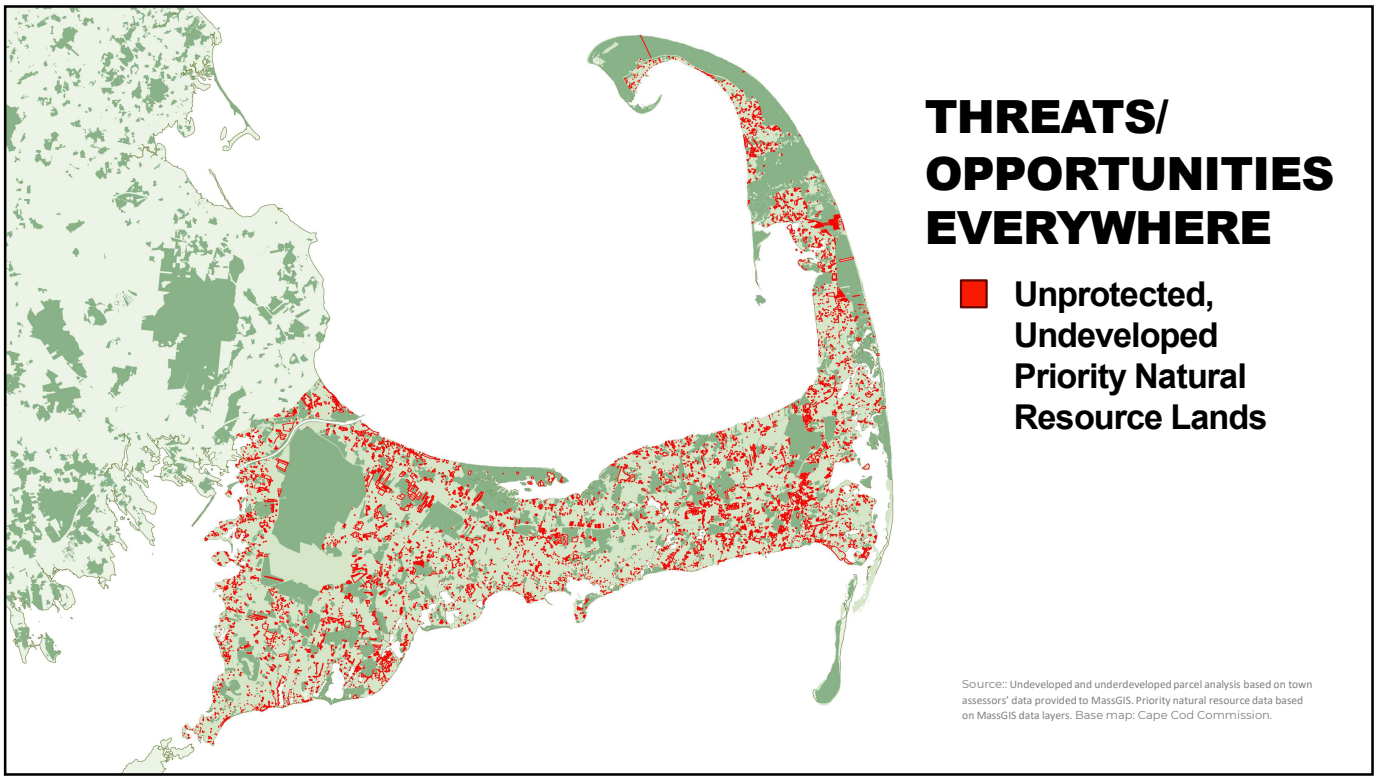
Drinking Water
- Zone II Wellhead Protection Areas
- Potential Public Water Supply Areas

Waterbodies and Wetlands
- Wetlands and 100-ft. Wetland Buffers
- Vernal Pools and 350-ft. Vernal Pool Buffers

Habitat
- NHESP Priority and Estimated Rare Species Habitats
- BioMap Core Habitats
- BioMap Critical Natural Landscapes
- BioMap Local Components

Coastal and Inland Flood-prone Areas
- FEMA A Zone and V Zone

8

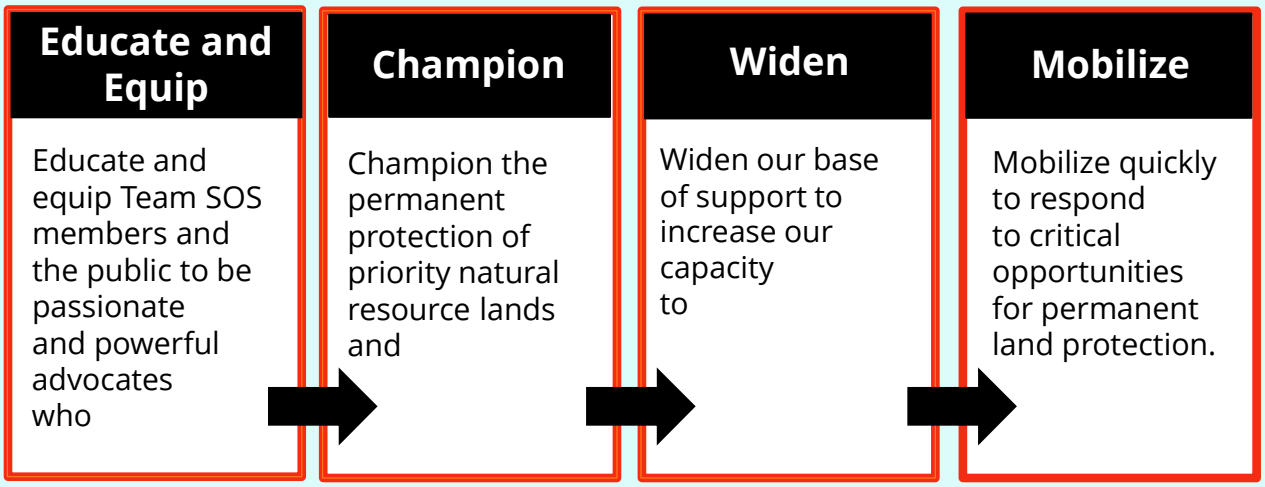

THREATS/
OPPORTUNITIES
EVERYWHERE
Unprotected,
Undeveloped
Priority Natural
Resource Lands
Source:: Undeveloped and underdeveloped parcel analysis based on town assessors' data provided to MassGIS. Priority natural resource data based on MassGIS data layers. Base map: Cape Cod Commission.

9


APCC
Association to
Preserve Cape Cod
THE CAPE
WE SHAPE
We Depend on the Cape.
It Depends on us.
THE CAPE
WE SHAPE
TEAM
SOS

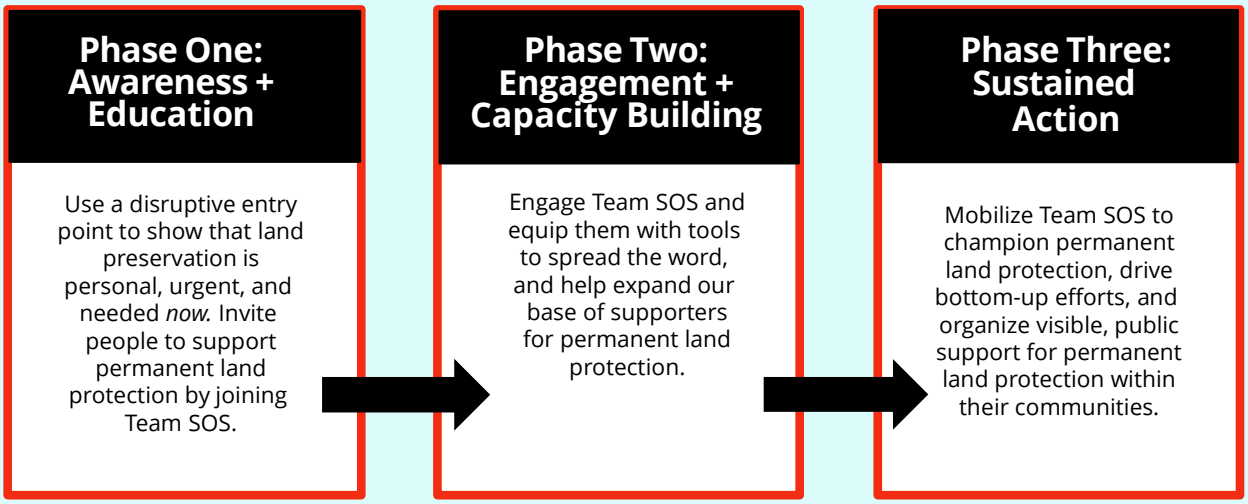
10

CAMPAIGN: Strategy



11

CAMPAIGN: Phases



12

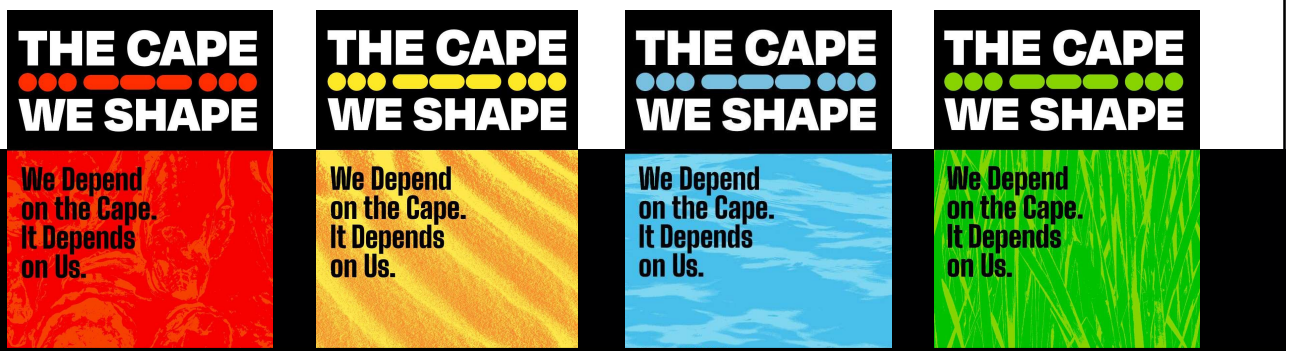


13

A LONG-TERM COMMITMENT

APCC is committed to The Cape We Shape and Team SOS for the long haul

This campaign to increase support and action for accelerated protection of priority natural resource lands is now part of APCC's core mission



14

MORE INFO

- thecapeweshape.org
- TeamSOS@apcc.org
- Facebook and Instagram







15

APCC
Association to Preserve Cape Cod

THE CAPE WE SHAPE

We Depend on the Cape.
It Depends on us.



16

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager, Peter Johnson-Staub, Assistant Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **7:35 PM** - Consider a vote to approve an application for renewal of a Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane **(20 minutes)**

Purpose:
The Board is asked to consider approval of a Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane

Background/Summary:

- This is the same application the Select Board denied without prejudice on March 23rd.
- Following the denial of the application for renewal of the license on March 23rd, the Association filed an appeal to the ABCC. A hearing is now scheduled before the ABCC on May 4th. In communications with the ABCC's General Counsel, Town Counsel was informed that the parties could continue to work to resolve the matter at the local level while the ABCC retains jurisdiction over the renewal. This matter now comes before the Select Board to allow both the applicant and the opponents to provide comments and any other information to assist the Board with its decision whether to grant or deny the renewal application.
- The application is complete with the exception of the 2026 Food Service Establishments Permits and Certificates of Inspection.
- When granting a license to sell alcohol, the Select Board must evaluate whether issuing the license serves a public need and whether approval is in the public interest. To conduct this evaluation, the Board may consider any of the following:

  - Is there a genuine demand for the establishment to serve alcohol in the proposed location
  - Is the location appropriate in terms of proximity to schools, churches, and residential neighborhoods
  - Is there potential for traffic congestion and noise impact

- Is the applicant suitable to hold a license
- What is the desired density of alcohol licenses in the area

- Support and opposition from the public on any of the above criteria should be factored in to the decision.

Recommended Actions:

Department Recommendation:

The Town Manager's Office recommends that the Select Board consider the comments received at the March 23rd meeting as well as written input received regarding this application relative to the above criteria identified by Town Counsel and consider the approval of Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane.

Options:

- Motion to approve Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane as presented.
- Motion to approve Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane with amendments defined by the Board.
- Board identified alternative

Town Manager's Comments:

The Town Manager's Office recommends that the Select Board consider the comments received at the March 23rd meeting as well as written input received regarding this application relative to the above criteria identified by Town Counsel and consider the approval of Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License for Seacoast Shores Association, Inc., 7 Farview Lane.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:

1. Notice of ABCC Hearing-Seacoast Shores Assn. Inc_
2. Clubhouse Deed
3. Board executed Consent for liquor license
4. Submission in support of renewal of liquor license SSAI
5. SSAI_Bylaws
6. 1 [EXTERNAL] - Opposition to Approval of Seasonal Liquor License for Seacoast Shores Association (Mar 23, 2026 Meeting_
7. 2 Exhibits 1-19 - in support of Opposition
8. 3 2026-03-19 Liquor License Challege to FSB with Signatures
9. 4 [EXTERNAL] - Seacoast Shores Assn Inc.
10. 5 [EXTERNAL] - Friends of Seacoast Shores, Inc. — ABCC Appeal and April 13, 2026 Select Board Agenda
11. 6 FW_ [EXTERNAL] - Liquor License renewal for Seacoast Shores Clubhouse

Commonwealth of Massachusetts
ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

RECEIVED
APR 6 2026
SELECT BOARD OFFICE

Jean M. Lorizio, Esq.
Commission Chairman

2026-000015-AD-ENF

NOTICE OF APPEAL HEARING

April 01, 2026

VIA FIRST CLASS MAIL

SEACOAST SHORES ASSOCIATION INC.
7 Farview Lane
Falmouth, MA 02536
LICENSE#: **00209-CL-0390**

You are hereby notified that a hearing will be held by the Alcoholic Beverages Control Commission at 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 on:

Monday, May 4, 2026 at 10:00 am

Regarding:

APPEAL OF THE ACTION OF THE TOWN OF FALMOUTH SELECT BOARD FOR DENYING THE § 12 ALL ALCOHOL CLUB LICENSE 2026 SEASONAL RENEWAL APPLICATION OF SEACOAST SHORES ASSOCIATION, INC. LOCATED AT 7 FARVIEW LANE, EAST FALMOUTH, MA.

The Hearing:
Hearings are held pursuant to the Informal/Fair Hearing Rules under M.G.L. Ch. 138, C. 30A and 801 CMR § § 1.02 and 1.03. Reports, if any, and your license file may be examined and copied at the Commission's office with advance notice.

Representation:
A party may appear on his or her own behalf or may be represented by an authorized representative. An "authorized representative" can be an attorney, a license owner/officer/director/LLC manager, license manager, or any other individual appointed in writing to act on behalf of the licensee.

Motions:
All motions regarding this matter must be filed with the Commission at least fourteen (14) days prior to the day of hearing. A copy of any motion filed with the Commission must be served on any opposing party at the time of the filing of the motion with the Commission.

Pre-Hearing Memorandum:
You are required to submit a joint pre-hearing memorandum to the Commission **at least seven (7) days before the hearing date**. The pre-hearing memorandum must be signed by all parties and/or their counsel or authorized representative and contain the following:

1) agreed upon issues of fact to be submitted to the ABCC on the record of the hearing;
2) contested issues of fact and the position of the parties on those issues of fact;
3) agreed upon issues of law;
4) contested issues of law and the positions of the parties on those issues of law;

5) the name and address of each witness to be called by each party;
6) a summary of the facts to which each witness is anticipated to testify;
7) a list of agreed upon exhibits (marked with sequential numbers for the appellant/petitioner/licensee/taxpayer group and with sequential letters for the appellee/respondent/Local Board/licensee); and
8) the names, addresses and qualifications of each expert and the matter on which the expert is expected to testify; the substance of all facts and opinions to which the expert is expected to testify; and a detailed summary of the grounds of each expert's opinion.

Exhibits:

Any party introducing exhibits must provide **the original and three copies of each exhibit** to the Commission, and a copy to any opposing party, at the commencement of the hearing. Any audio/video exhibits must be submitted in a format compatible with PC computers. It is the responsibility of the parties to ensure the Commission can open any audio/video exhibits submitted by CD, DVD, or thumb drive. The failure to provide an exhibit in a format accessible by the Commission may result in the Commission not considering the exhibit.

Continuances:

A continuance must be requested in writing to the Commission. The party requesting the continuance must notify all parties involved. All parties must seek the assent of the opposing party prior to filing a request for a continuance.

Recordings & Transcripts:

Hearings are audio-recorded. Pursuant to M.G.L. C.30A, § 11, a transcript will be furnished if requested in writing at the requestor's expense. You may also arrange for your own stenographer. At the Commission's discretion, reasonable accommodations will be made for any party seeking to record the hearing.

If you have any questions regarding the scheduling of this hearing please contact Patricia Hathaway at (617) 727-3040 x738 or phathaway@tre.state.ma.us.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

Jean M. Lorizio, Esq.
Commission Chairman

Crystal Matthews, Esq.
Commissioner

Deborah Baglio, Esq.
Commissioner

This document is important and should be translated immediately.
Este documento es importante y debe ser traducido inmediatamente.
Este documento é importante e deve ser traduzido imediatamente.
Ce document est important et devrait être traduit immédiatement.
Questo documento è importante e dovrebbe essere tradotto immediatamente.
Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφραστούν αμέσως.
这份文件是重要的，应立即进行翻译.
यह दस्तावेज़ महत्वपूर्ण है और इसका तुरंत अनुवाद किया जाना चाहिए
Dokiman sa a enpòtan epi li ta dwe tradwi touswit
'Đây là tài liệu quan trọng và cần được dịch ngay'
ឯកសារនេះសំខាន់ណាស់ ហើយត្រូវបកប្រែជាបន្ទាន់។

cc: Local Licensing Board
Frederick G. Mahony, Chief Investigator

Andrea W. McCarthy, Esq.
Maura O'Keefe, Esq.
Mail to: P.O. Box 768, Falmouth MA 02536

820

114

Sailcoast Shores, Inc
a corporation duly established under the laws of Massachusetts
and having its usual place of business at Boston, Suffolk County, Massachusetts
~~County, Massachusetts~~, for consideration paid,
grant to Seacoast Shores Assosiation, Inc., a Massachusetts Corporation
of Falmouth, Massachusetts with ~~quitclaim covenants~~
a certain parcel of land in Falmouth, Massachusetts being shown as ~~xxxxx~~ "Reserved for Yacht Club" on a plan entitled "Seacoast Shores Yacht Section", dated April 15, 1947 by Fredrick C. Hahn, duly recorded with Barnstable Registry of Deeds in Book 78 Page 11

Bounded and described as follows:

Northeasterly by Fenwick Road as shown on said plan; Southeasterly by other land of this grantor and shown on said plan as "Reserved for Recreation and Playground"; Southwesterly by Eel Pond as shown on said plan; and Northwesterly by Lot #46 as shown on said plan.

The above described premises are conveyed subject to the use of said premises for recreational purposes only, and no building or structure shall be erected, constructed or placed thereon other than a clubhouse, boathouse or bathhouse to be used for the purposes as setforth in the Charter granted to the grantee from the Commonwealth of Massachusetts only.

Said premises are also conveyed subject to all easments and restrictions of record which may be in force and applicable and subject to Real Estate taxes assesed for the year 1952.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding on the grantee's successors and assigns.

The consideration for this conveyance being less than $100.00 no revenue stamps are affixed.

In witness whereof, the said Sailcoast Shores, Ins.,
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by A.Charles Tanner
its Treasurer hereto duly authorized, this 25th
day of July in the year one thousand nine hundred and ~~fifty two~~

Signed and sealed in the presence of

SAILCOAST SHORES, INC.
A. Charles Tanner
by
Treasurer

The Commonwealth of Massachusetts

Suffolk ss. July 25 19 52

Then personally appeared the above named A.Charles Tanner treasurer as aforesaid
and acknowledged the foregoing instrument to be the free act and deed of the
Sailcoast Shores, Inc.
before me,

Melvin Newman
Justice of the Peace
Notary Public

My commission expires Oct 30 19 53

Barnstable, ss., Received August 26, 1952, and is recorded.

COPY NOT OFFICIAL COPY

SEACOAST SHORES ASSOCIATION, INC.

DIRECTOR ACTION BY UNANIMOUS WRITTEN CONSENT
EFFECTIVE DATE: June 11, 2012

The undersigned, being all of the Directors of Seacoast Shores Association, Inc., a Massachusetts corporation (the "Corporation"), hereby consent to the following action:

To authorize, Robert Barker as President of the Corporation and Albert Derosier Manager of Seacoast Shores Association clubhouse to take any and all steps necessary to apply for "Club All Alcoholic Beverages" license and Common Victualers License from the Town of Falmouth's Board of Selectman and the Massachusetts Alcoholic Beverages Control Commission, for the premises located at 7 Farview Lane, Falmouth, Massachusetts operated by the corporation.

To designate Albert Derosier as Manager for all purposes specified by General Laws Chapter 138 in connection with said license.

The Written Consent of each Director to the foregoing action shall be filed with the records of the meetings of Directors, whereupon any action set forth in such Consent shall be treated for all purposes as action taken at a meeting on the Effective Date set forth above.

Robert Barker - President

Richard Seitz - Vice President

Lee MacLeod - Secretary

Cheryl Grabauskas - Treasurer

Gary Grabauskas - Assistant Treasurer

Eleanor Bouvier

Arlene Schubert

Donald Weymouth

Margaret Boyle

Daniel Frawley

Tom Rodger

James Demopoulos

Peter Langan

Frank Gorgone

George Ghiorse

SEACOAST SHORES ASSOCIATION, INC.

DIRECTOR ACTION BY UNANIMOUS WRITTEN CONSENT
EFFECTIVE DATE: June 11, 2012

The undersigned, being all of the Directors of Seacoast Shores Association, Inc., a Massachusetts corporation (the "Corporation"), hereby consent to the following action:

To authorize, Robert Barker as President of the Corporation and Albert Derosier Manager of Seacoast Shores Association clubhouse to take any and all steps necessary to apply for "Club All Alcoholic Beverages" license and Common Victualers License from the Town of Falmouth's Board of Selectman and the Massachusetts Alcoholic Beverages Control Commission, for the premises located at 7 Farview Lane, Falmouth, Massachusetts operated by the corporation.

To designate Albert Derosier as Manager for all purposes specified by General Laws Chapter 138 in connection with said license.

The Written Consent of each Director to the foregoing action shall be filed with the records of the meetings of Directors, whereupon any action set forth in such Consent shall be treated for all purposes as action taken at a meeting on the Effective Date set forth above.

Robert Barker - President

Richard Sette – Vice President

Lee MacLeod - Secretary

Cheryl Grabauskas - Treasurer

Gary Grabauskas - Assistant Treasurer

Eleanor Bouvier

Arlene Schubert

Donald Weymouth

Margaret Boyle

Daniel Frawley

Tom Rodger

James Demopoulos

Peter Langan

Frank Gorgone

George Ghiorse

SEACOAST SHORES ASSOCIATION, INC.
MEMO IN SUPPORT OF THEIR RENEWAL FOR SEASONAL ALL CLUB LIQUOR LICENSES AND OTHER LICENSES

I. Introduction

The renewal applicant, Seacoast Shores Association, Inc (SSAI), was shocked and surprised to learn that the group known as Friends of Seacoast Shores ("FOSS") appeared at the Falmouth Select Board liquor license consent hearing on March 23, 2026 to oppose SSAI's renewal application. We received no notice from FOSS regarding their opposition until we received the letter from the Town of Falmouth on March 26, 2026 of the denial "without prejudice". Obviously, if FOSS had notified us of their opposition, SSAI would have notified the Select Board of the dispute and we would have handled this in whatever manner best suited the Board in a single hearing. Despite the confusion, we are pleased that the Board was able to schedule this hearing on April 13, 2026 so that SSAI has the opportunity to address FOSS's opposition in time to allow this Board to consider and renew SSAI's license in time for our May opening. As explained below, FOSS's objection is without merit and the Board should feel confident in renewing SSAI's license which they have held for the past fourteen (14) years.

II. Background

Seacoast Shores is a subdivision community consisting of approximately 900 homes in East Falmouth, Massachusetts, including roadways and other infrastructure. SSAI is a not-for-profit corporation which was originally incorporated in or about 1951 for the purpose of constructing, maintaining and operating a clubhouse, for the use of its members who are

residents of Seacoast Shores as described in SSAI's Articles or Organization. SSAI also owns other amenities including a private beach, right of ways leading to the surrounding waters, and a pool and sports court for which members are assessed an annual fee. SSAI maintains the community facilities in Seacoast Shores for the benefit of all homeowners.

In 2024 Eight individuals (made up of six households) and the entity known as Friends of Seacoast Shores ("FOSS") filed suit against SSAI in Barnstable Superior Court, Docket Number 2472cv00032. On March 20, 2025 the Barnstable Superior Court issued their decision on the Defendant SSAI's Motion to Dismiss Plaintiff's Amended Complaint. All Counts alleged by FOSS were dismissed and, directly relevant to this renewal, the court also dismissed Count VI of their complaint which challenged the legality of SSAI's liquor license and the sale of alcoholic beverages.

Having failed to nullify SSAI's liquor license in the superior court, the FOSS people have now submitted the same argument to the Select Board. But nothing has changed since the court dismissed their liquor license claims. SSAI long ago amended its articles of organization to remove the original provision that precluded SSAI from applying for seasonal or yearly liquor licenses. The proposed amendment was voted on and approved by director consent as well as the members in 2011. As a result of the amendment to the SSAI's articles of organization and its by-laws it is clear that SSAI has not violated its corporate charter and the Court agreed and DISMISSED this Count. The objectors should not be allowed to use the Falmouth Select Board to circumvent the Court's ruling.

III. Standard for Renewal

Seasonal club all-liquor licenses in Massachusetts are renewed annually by submitting a renewal application to the Local Licensing Authority ("LLA") during the month of March. Licenses are generally renewed automatically under M.G.L. c. 138, Section 16A. SSAI submitted all the required documents for the seasonal club all liquor license as well as the additional required licenses to operate. This is all that is required to justify the renewal. In Massachusetts, a town or city LLA cannot legally deny the renewal of a seasonal liquor license for "no reason" and as long as the application is filed timely, the licensee is seeking the same type of license for the same premises and the fee is paid pursuant to section 16A, the license is automatically renewed.

IV. Argument

There is no cause that exists to deny the license and holders are prima facie entitled to renewal. Public Interest/Conduct cannot be a reason as the license holder complied with all state and local regulations, there have been no police incidents and there have been no noise or other complaints or violations reported. In fact, several direct abutters (as well as many others in the community) have written letters to the Select Board in support of the renewal. Additionally, last year there were 51 people employed at the Clubhouse who would all be out of jobs if the license wasn't renewed as well as several private events already scheduled for the season. The failure to grant the renewal would be financially devastating to SSAI's employees and unfair to its members.

With respect to the submissions of FOSS, not one of the people listed are direct abutters and some are not even homeowners in Seacoast. The closest FOSS objector is approximately a

half mile from the Clubhouse. Their list of signatures represents approximately 27 households out of approximately 900 homes in Seacoast Shores. While SSAI's membership varies from year to year, it typically ranges between 385 and 400 of the households in Seacoast Shores.

More than 14 years ago the Alcoholic Beverages Control Commission ("ABCC") and the Town of Falmouth as licensing authorities required all the information for the initial liquor license including corporate formation. SSAI's director consent and updated by-laws, which allowed for the liquor license, were submitted with the application. I have attached the Deed for the land where the Clubhouse sits showing that it is owned by Seacoast Shores Association, Inc. Also included is a copy of the by-laws and Director Consent submitted at the time of the initial application.

Nothing has changed since the license was first issued to SSAI. The objectors have no basis to challenge the original decision of the Alcoholic Beverages Control Commission to issue a liquor license to SSAI. M.G.L. c. 138, section 23, governs the issuance and denial of liquor licenses. They have no authority under the statute to seek a declaration that SSAI should be prohibited from the sale of alcoholic beverages. See M.G. L. c. 139, section 16A.

The remaining arguments by FOSS should not be considered because they are outside the scope of a renewal of an all-club seasonal liquor license and are not applicable.

V. Conclusion

This is clearly a personal vendetta and retaliation as a result of the objectors losing this argument in their lawsuit and has no place before the Select Board. None of their objections relate to the public good (traffic, noise and safety) but rather they regurgitate the same arguments included in their lawsuit. Based on the letters submitted in support of the renewal of the liquor

license it is clear there are no valid public safety or welfare issues. Having no issues with the operation of the license and all papers having been submitted in a timely fashion, the application for renewal should be approved.

BY-LAWS OF THE

SEACOAST SHORES ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

Section 1. Name: This Corporation shall be known as Seacoast Shores Association, Inc. (SSAI)

Section 2. Location: The location of the principal office of the Association (SSAI) is to be in the Town of Falmouth, Massachusetts.

ARTICLE II. PURPOSES AND OBJECTIVES

This Association (SSAI) is organized for the following purposes and objectives: To maintain and promote the social and civic welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores; to organize and promote water and land sports among the active members and their families; to engage in all activities which shall serve to improve the appearance and residential desirability of this section; to aid in securing betterment's and improvements. Also, to purchase, lease, sell, hold, develop, convey, or otherwise acquire and dispose of any real and personal property necessary and proper for carrying out the purposes of this Association (SSAI), and to erect, equip and maintain social buildings, floats and appropriate structures or buildings for the use and enjoyment of the active members of the Association (SSAI), upon and under such terms and conditions, and subject to such rules, regulations and restrictions, as the Officers, Directors and Committee active members may, from time to time, determine. “The Association (SSAI) (formerly The Club) shall have all the powers of a Corporation organized under Chapter 180 of the laws of the State of Massachusetts and without limitation thereon, as specifically provided in its Articles and these by-laws.”

ARTICLE III. MEMBERS

Section 1. Any person of good moral character who is a landowner, or an adult active member of a landowner's immediate family, in the section known as Seacoast Shores, shall be eligible for, and may be admitted to, active membership in the Association (SSAI) upon the acceptance by the membership committee and payment of the annual membership fee.

Section 2. A landowner, for the purposes of this Association (SSAI), is defined as one who holds legal title to a parcel, or parcels, of land with or without buildings thereon. Husband and wife, or any two or more persons holding title jointly in any type of tenancy are considered to be one landowner. Applications for membership shall be submitted in writing to the Membership Committee, who shall process and act upon the same, in accordance with such rules and regulations as said Committee shall from time to time require. In the event any application for membership is denied by said committee, such applicant shall have the right, notwithstanding such denial, to have her/his application resubmitted at any regular or special meeting of the Association (SSAI), and upon majority vote of those present and voting at such meeting, shall be admitted to membership.

Section 3. Any person who rents property in the section known as Seacoast Shores and is vouched for by an active member of the Association (SSAI) may be admitted to Associate Membership upon acceptance by the membership committee and payment of the annual membership fee. (S)he shall be entitled to all the privileges of membership except the right to vote.

Section 4. The membership year shall correspond to the calendar year.

ARTICLE IV. VOTING

Each active member shall, at every meeting of the Association (SSAI), be entitled to only one vote in person or by proxy. One vote per property allowed per owner active member. Only persons presenting an up-to-date membership card shall be permitted to vote at the annual election, which shall be held during the second week in July.

ARTICLE V. OFFICERS

Section 1a. The Association (SSAI) shall consist of a Board of Directors of not less than five nor more than thirty Directors, elected by the active members, at the annual meeting of the active members. Each Director shall be a regular active member entitled to vote. The Officers of this Association (SSAI) shall consist of a President, Vice President, Treasurer, Assistant Treasurer, Secretary, and Assistant Secretary, who shall serve in the same capacities on the Board of Directors.

Section 1b. Whenever practicable, two active members shall be elected to represent each lettered section of this area, see “Seacoast Shores Map,” as attached. For purposes of reference they shall be called Area Representatives.

Section 2. The Officers of the Association (SSAI) shall keep proper and necessary books and records, which books and records shall be the property of the Association (SSAI).

Section 3. The President, subject to direction by the Board of Directors, shall manage the affairs of the Association (SSAI) and shall preside at all meetings of the Association (SSAI), and the Board of Directors; and may, at her/his discretion, call meetings of the Association (SSAI), the Board of Directors, or any committee. The President shall have custody of the Treasurer's bond, if any. (S)he shall be ex-officio a member of all committees. Subject to the approval of the Board of Directors, (s)he shall appoint committees

established by the Board of Directors. The President is not authorized to spend any monies without the approval of the Board of Directors.

Section 4. The Vice-President shall act for, and in behalf of, the President, if and when the President is absent from any meeting, or otherwise unable to conduct the Office of President. (S)he shall serve as chairman of the Publicity and Membership Committee, and shall co-ordinate and act as chairperson for the Area Reps.

Section 5. The Treasurer shall have charge of all financial matters relative to the conduct of the Association (SSAI), subject however, to the direction and control of the Board of Directors. (S)he shall keep accurate records of all financial transactions, and shall sign all checks issued by the Association (SSAI). The

Treasurer will be responsible for seeing that the property, Federal and State taxes are paid by the proper dates.

Section 6. The Assistant Treasurer shall be responsible for the collection of all assessments and dues for the Association (SSAI), and shall keep an accurate list of the members with their standing in the Association (SSAI). (S)he shall deliver to the Treasurer all monies so collected, and shall supply all officers with an up-to-date membership list. (S)he shall notify all members when the payment of dues is to be made. (S)he shall collect mail weekly and distribute it to the proper members.

Section 7. The Secretary shall keep a detailed record of all proceedings held by the Association (SSAI), and the Board of Directors, and shall be custodian of all records of the Association (SSAI). For the purposes of complying with the General Statutes of the Commonwealth with particular reference to Section 9 of Chapter 156 of the General Laws, wherever the name, Secretary, appears in these By-Laws, such title will take the place of the name, clerk, in the General Laws. The Secretary will be responsible with the assistance of the Treasurer and Accountant, for seeing that the Annual Report is filed timely each year, with the Secretary of State.

Section 8. The Assistant Secretary shall conduct all correspondence of the Association (SSAI), (s)he shall notify all members of each meeting of the Association (SSAI)either by electronic communication, text messing, SSAI website posting, mailing post-paid to each member, or leaving at said member's residence, or by posting on the bulletin boards of the Association (SSAI), a notice of the time, place and purpose of each meeting, at least ten days before the time fixed for such meeting. Notices shall be sent either by electronic communication, text messaging, SSAI website posting, sent to or left at the residence of each member as it appears on the records of the Association (SSAI).
(S)he shall be responsible for managing club house rentals. Rental times must not conflict with SSAI activities.

Section 9. The duties of the Board of Directors shall be the management, direction and control of the Association (SSAI) subject, however, to the vote of the members; and if and when necessary to direct the Officers in the management of the affairs of the organization; to examine and cause to be kept properly the books, accounts and other property of the Association (SSAI). It may, by a vote of two-thirds of its members, require the Treasurer to give Bond to the Association (SSAI). It may also establish, from time to time, such committees as, in the opinion of the Board, are necessary to carry out the objectives of the Association (SSAI), and shall submit names for such committees to the President for appointments. The Board of Directors is authorized to expend extraordinary monies not in excess of $2500.00, unless in case of emergency, without approval of the membership.

Section 10. The Area Representatives, under the chairmanship of the Vice-President, shall serve as a Publicity and Membership Committee, each Representative being responsible in her/his section for giving publicity to all affairs of the Association (SSAI), for securing members, and, in general, serving as liaison officer between individual members in his section.

Section 11. The Association (SSAI) may have a common seal, but no such seal shall be mandatory on papers

and instruments executed for and in behalf of the Association (SSAI), except on deeds of conveyance of realty.

Section 12. Such deed or deeds of conveyance of any realty of the Association (SSAI) can be executed by the Treasurer only after the favorable vote of 75% of the active members present and voting at an annual meeting,

duly called for such a purpose, all active members having been notified by either by electronic communication, text messaging, SSAI website posting, at least 10 days in advance of such meeting2.

ARTICLE VI. NOMINATIONS

At least two months prior to the July Annual Meeting, the Board of Directors shall appoint a committee of up to 6 active members, not more than half of them to be members of the Board of Directors, who shall nominate candidates for the various offices to be voted upon by the active members at their annual meeting. The nominating committee shall deliver its report, nominating officers, directors, and area representatives to the secretary, who shall include such report with the notice of the annual meeting (or special meeting in lieu thereof) of the members publicly posted. Additional nominations may be made from the floor at the annual meeting (or special meeting in lieu thereof) of the members.

ARTICLE VII. ELECTION OF OFFICERS

Section 1. The Officers, Directors and Representatives shall be elected for a term of two years. Only persons with paid-up membership shall be eligible to hold office in this Association (SSAI). Term of office shall commence at the conclusion of the Annual Meeting at which the election takes place.

Section 2. Either the President or the Vice President, one of the Treasurers, and one of the Secretaries shall be a year-round resident whenever possible.

Section 3a. The President, the Treasurer, and the Secretary shall be elected at the Annual Meeting in the odd-numbered years. They shall not serve more than two consecutive terms, unless there is no candidate for the position or no candidate for the position has received a majority vote of those active members present at the annual meeting. In such a case the current officer may stand for re-election.

Section 3b. The Vice-President, the Assistant Treasurer, and the Assistant Secretary shall be elected at the Annual Meeting in the even-numbered years, and shall be eligible for re-election.

Section 3c. The Directors shall be elected at the Annual Meeting in the even-numbered years and shall be eligible for re-election.

Section 3d. Representatives from each section shall be elected in the even numbered years at the Annual Meeting, and shall be eligible for re-election.

Section 4. The position of any Officer, Director, or Area Representative presently open or made vacant by death, severance of interest, resignation, or otherwise, shall be filled by a majority vote of the Board of Directors; such member so elected to fill the position shall hold office until the next annual election.

ARTICLE VIII. DUES AND ASSESSMENTS

Section 1. The annual dues and assessments for membership of the Association (SSAI) shall be determined by the
Board of Directors and shall be assessed against the members of the Association (SSAI) for the next ensuing.
Only those persons who pay dues in any year shall be members of the Association (SSAI) for that year.

Section 2. The fiscal year shall be from January 1 to December 31.
(Approved August, 1980)

ARTICLE IX. MEETINGS

Section 1. Special meetings of the Association (SSAI) may be called by the President or by the Board of
Directors at any time, and shall be called by the President upon the written request of twenty active members
of the Association (SSAI).

Section 2 - SSAI Board of Directors Meetings and Attendance Rules

. 7 Meetings per year and Board Members must attend or participate electronically in at least 4 meetings; extenuating circumstances for additional absences will be considered and approved/not-
approved by the President before the meeting

. Meetings will be held at the Association (SSAI) clubhouse in the following months:

o April, May, June, July, August, September and October
o Meetings will be held on the second Monday of each month at 7 PM

The President may call additional meetings or upon the written request of any five members of the
Board of Directors

Section 3. Eight percent of the total membership of the Association (SSAI) shall constitute a quorum at any annual or special meeting of the Association (SSAI), and a majority of the Directors shall constitute a quorum at any meeting of the Board of Directors.

Section 4. Regular meetings may be called, if deemed necessary, by the Board of Directors for itself, or by any Committee for itself.

Section 5. The Annual Meeting of the members of the Association (SSAI) shall be held during the second week in July to elect Officers, Directors and Representatives, to receive Annual Reports; to submit an Annual Budget; and to transact such other business as may be brought before the meeting.

The fiscal year for these reports will be Jan 1st to Dec 31st.

Seacoast Shores Residents who are not active members of the association may attend as observers (without any voting rights)

Section 6. Notice of all meetings of the members of the Association (SSAI) shall be given to every member by either by electronic communication, text messaging, SSAI website posting, sending postpaid to each member, or leaving at said member's residence, or by posting on the bulletin boards of the Association (SSAI), a notice of the time, place and purposes of such meeting at least ten days before the time fixed for such meeting. Notices sent shall be either by electronic communication, text messaging, SSAI website posting, delivered to or left at the residence of each member as it appears on the records of the Association (SSAI). It is the responsibility of the member to notify the Association (SSAI) or any change in contact information including email address.

Section 7. Notice of any special meeting may be waived by all of the Directors if, in their opinion, due to the exigencies of a situation such meeting is necessary and cannot be postponed ten days.

Section 8. If any meeting is not held, or if any election is not made, or if any other business is not transacted on the day it should have been, or if any election is not legally made, or if any other business is not legally transacted, the meeting may be subsequently held and the election and other business may be ratified at any subsequent meeting which is duly called and communicate to members.

Section 9. Prior to the annual meeting, the President shall appoint an Audit Committee to review the financial records and a Budget Committee to set the proposed budget of the coming year that will be

presented at the annual meeting. Each of these committees shall consist of at least 3 but not more than 5
members.

ARTICLE X. AMENDMENTS

The By-Laws, or any part thereof, may be altered, amended or repealed by a majority vote of the
members present at any annual meeting or any special meeting of the Association (SSAI), provided such
alteration, amendment, or repeal has been proposed at a previous meeting, and further provided that due
notice, as provided in these By-Laws has been given.

ARTICLE XI. PARLIAMENTARY AUTHORITY

The rules in Robert's Rules of Order, Revised, shall govern the meetings of this Association (SSAI) in all cases
to which they are applicable and in which they are not inconsistent with these By-Laws.

ARTICLE XI. CERTIFICATE OF MEMBERSHIP

A Membership Card shall be issued to active members of such style and design as the board of
Directors shall approve. Until and unless revoked, this Membership Card shall entitle an active member to all the
privileges of this Association (SSAI). Only those persons who have fully paid their dues to the Association (SSAI) and who are otherwise in good standing will be issued a Membership Card. Such Membership Cards
shall not be transferable unless with the approval of the Membership Committee and upon such terms
and conditions as they may from time to time require.

ARTICLE XII. TEN BASIC RESPONSIBILITIES OF PROPERTY OWNERS ASSOCIATION BOARDS; STATEMENT OF INDIVIDUAL BOARD MEMBER RESPONSIBILITIES and SSAI BOARD MEMBER CONTRACT including a SSAI CONFLICT OF INTEREST POLICY

Section 1. Ten Basic Responsibilities of Property Owners Association Boards

. Determine the Organization's Mission and Purpose. - The board is fundamentally responsible for defining the organization's mission and what it strives to accomplish. An adequate statement of mission and purpose should serve as a guide to organizational planning, board and staff decision making, volunteer initiatives, and setting priorities among competing demands for scarce resources. The board is responsible to ensure that the organization is not drifting away from its original purposes.

. Select the candidates for President - The responsibility of choosing qualified candidates for President undoubtedly has the greatest impact on the organization's development and effectiveness. The SSAI By-laws ARTICLE VI. NOMINATIONS defines the process to be followed.

. Provide Proper Financial Oversight - The Board develops and approves the annual budget. The Board controls expenditures. (By-Laws Article V Section 9. ------The Board of Directors is authorized to expend extraordinary monies not in excess of $2500.00, unless in case of emergency, without approval of the membership.)

. Ensure Resource Allocation that best meets the Mission - An organization can only be effective if it allocates its volunteer resources to best meet its mission and purposes.

. Ensure Legal and Ethical Integrity and Maintain Accountability - The board is ultimately responsible

safeguarding the organization's integrity in pursuit of its mission.

. Ensure Effective Organizational Planning - Bringing members together under good leadership - that is
often as important as the resulting plan itself.

. Recruit and Orient New Board Members and Assess Board Performance - All boards have a
responsibility to properly orient new board members and to periodically and comprehensively assess the
board's effectiveness.

. Enhance the Organization's Public Standing - Board members serve not only as a link between the
organization's staff and volunteers and its members, constituents, or clients, but also as the organization's
ambassadors, advocates, and community representatives. Over the course of time, board members may
meet with elected officials, testify before town committees and organizations, speak to community groups,
represent the organization at forums and/or be interviewed by the news media.

. Determine, Monitor, and Strengthen the Organization's Programs and Services - The board's fundamental
responsibility begins with the question of whether current and proposed programs and services are
consistent with the organization's stated mission and purpose.

. Support the President - The chief executive needs consistent moral and substantive support from the
board.

Section 2. Statement of Individual Board Member Responsibilities

. General Expectations

. Know the organization's mission, purpose, goals, policies, programs, services, strengths, and needs.
. Perform duties of board membership responsibly and conform to the level of competence expected from board members as outlined in the by-laws and this document
. Suggest possible nominees to the board who are members in good standing and who can make significant contributions to the work of the board and the organization's progress.
. Serve in leadership positions and undertake special assignments willingly and enthusiastically.
. Do not reach conclusions based only on complaints you receive from others. Urge those members with grievances to communicate them to the President for BOD discussion and action if necessary
. Bring good will and a sense of humor to the board's deliberations.

. Meetings

. Prepare for and participate in board committee meetings, including appropriate organizational activities.
. Ask timely and substantive questions at board and committee meetings consistent with your conscience and convictions, while supporting the majority decision on issues decided by the board.
. Maintain confidentiality of the board's executive sessions consistent with the SSAI By-laws and the laws of the Commonwealth of MA, and speak for the board or organization only when authorized to do so.
. Suggest agenda items periodically for board and committee meetings to ensure that significant, policy-related matters are addressed.

. Relationship with Committees - Counsel the President as appropriate and support him or her
through often difficult relationships with committees, groups or individuals.

. Avoiding Conflicts

. Serve the organizations as a whole rather than any special interest group or constituency.
Regardless of whether or not you were invited to fill a vacancy reserved for a certain
constituency or organization, your first obligation is to

avoid any preconception that you "represent" anything but the organization's best interests.

. Avoid even the appearance of a conflict of interest that might embarrass the board or the
organization, and disclose any possible conflicts to the board in a timely fashion.
. Maintain independence and objectivity and do what a sense of fairness, ethics, and personal
integrity dictate, even though not necessarily obliged to do so by law, regulation or custom.

Section 3. SSAI Board Member Contract - All members of the SSAI Board of Directors shall execute a Board
Member Contract in the following form:

I, _____understand that as a member of the Board of Directors of SSAI., I have a legal
and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. I
believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

As part of my responsibilities as a board member:

1. I will interpret the organization's work and values to the members and community, represent the organization,
and act as a spokesperson only when approved to do so by the BOD.

2. I will attend at least 4 of the 7 annual board meetings and also attend any special board meetings called by the
president.

4. I will actively participate in one or more Board approved activities that support our mission.

5. I will act in the best interests of the organization, and excuse myself from discussions and votes where I have a
conflict of interest.

6. I will stay informed about what's going on in the organization. I will ask questions and request information. I
will participate in and take responsibility for making decisions on issues, policies and other board matters.

7. I will honor the confidentiality of any discussions or decisions which should remain internal.

8. I will work in good faith with staff and other board members as partners towards achievement of our goals.

9. If I don't fulfill these commitments to the organization, I will expect the President to discuss my responsibilities with me and ask for a plan from me that will correct this unacceptable behavior (behavior that is contrary to the SSAI By-Laws and the responsibilities stated within these guidelines.)

10. I fully understand that if my behavior continues to be unacceptable that the President may seek my removal from the Board. It will require a 2/3 approval vote by the Board

SSAI Conflict of Interest Policy

The standard of behavior at SSAI is that all committee, volunteers, and board members scrupulously avoid any conflict of interest between the interests of SSAI and my personal, professional, and business interests. This includes avoiding actual conflicts of interest as well as perceptions of conflicts of interest.

I understand that this policy is meant to be a supplement to good judgment, and I will respect its spirit as well as its wording.

I have read the Ten Basic Responsibilities of Property Owners Association Boards;

Statement of Board Members Responsibilities; the SSAI Board Member Contract; and the SSAI Conflict of Interest Policy and agree to meet those responsibilities and requirements.

Signed: _____ Date: _____

AMENDMENTS:

1. Amendment to Article II approved August 1980: "These purposes shall not include the right to apply
for seasonal or yearly license to sell alcoholic beverages"

2. Amendment adding Section 12 to Article V approved August 9, 1975: "Such deed or deeds of
conveyance of any realty of the Association (SSAI) can be executed by the Treasurer only after the favorable
vote of 75% of the members present and voting at an annual meeting, duly called for such a purpose, all
members having been notified by either by electronic communication, text messaging, SSAI website posting, at least 10 days in advance of such meeting."

3. Revised Bylaws as approved at Annual meeting of SSAI in July 2005. Amendment made to Article
III, Section I at Annual meeting of SSAI in July 2006.

4. ARTICLE IX. MEETINGS - Section 2 - SSAI Board of Directors Meetings and Attendance Rules
as approved at Annual Meeting 7/11/09

5. ARTICLE IX - Section 5. The fiscal year for these reports will be Jan 1st to Dec 31st.

Seacoast Shores Residents who are not members of the association may attend as observers (without any
voting rights)

6. ARTICLE XII. TEN BASIC RESPONSIBILITIES OF PROPERTY OWNERS ASSOCIATION BOARDS; STATEMENT OF INDIVIDUAL BOARD MEMBER RESPONSIBILITIES and SSAI BOARD MEMBER CONTRACT including a SSAI CONFLICT OF INTEREST POLICY as approved
at the SSAI Annual meeting 7/10/2010

7. Article II. - replaced the last sentence. - “The Club shall have all the powers of an Association (SSAI)
organized under Chapter 180 of the laws of the State of Massachusetts and without limitation thereon, as
specifically provided in its Articles and these by-laws.” as approved at the SSAI Annual meeting
7/09/2011

8. Article VII: Election of Officers Section 2: By Nasir Khan and approved by the Membership in 2013

9. Various changes throughout for clarity and consistency: By Kathy Chianca and approved by the Membership in 2016

From:	Cecily O"Regan
To:	Falmouth Selectboard; Robert Mascali; Heather Goldstone; Doug Brown; Colin Reed; Jack Richardson
Subject:	[EXTERNAL] - Opposition to Approval of Seasonal Liquor License for Seacoast Shores Association (Mar 23, 2026 Meeting_
Date:	Thursday, March 19, 2026 1:14:09 PM

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

2026-03-19 Liquor License Challege to FSB with …

Exhibits 1-19 - in support of Opposition.pdf

To: Falmouth Select Board (selectboard@falmouthma.gov)

Robert.mascali@falmouthma.gov; Heather.goldstone@falmouthma.gov; Doug.brown@falmouthma.gov; colin.reed@falmouthma.gov; jack.richardson@falmouthma.gov

Re: Request for removal of approval of Seasonal Liquor License for Seacoast Shores Association from Consent Agenda on March 23, 2026

On behalf of Friends of Seacoast Shores, Inc. and the residents and property owners that signed the objection to the liquor license included with the attached letter, I respectfully request that item 4 (Consent Agenda), a (licenses), 6 (seasonal licenses), third entry for Seacoast Shores Association, Inc. be removed from the consent agenda and taken up as a separate item. As the Board will appreciate from the attached letter and supporting documents there are many reasons why the license should not be granted as routine. A few reasons include

- In SSAI's 2013 application, Attorney Stephen McLaughlin signed an affidavit under pains and penalties of perjury stating that "all of the construction funds were raised through cash contributions from members" and that "there is no other person or entity which has made financial contribution." That statement is incomplete and misleading because the Clubhouse was actually financed through multi-year sales of "Investment Shares" and "Resalable Investment Shares" not ordinary voluntary "cash contributions."
- The clubhouse parcel is deed-restricted to "recreational purposes only," and the Sailcoast-to-SSAI deed limits any clubhouse use to the purposes in SSAI's charter, which expressly excludes the right to apply for a liquor license, making the current alcohol-serving use ultra vires under both deed and charter.
- Sailcoast subdivision deeds grant over 800 lot owners express, **unrestricted** easements to "use and enjoy, in common with other owners … any and all beaches and recreation areas established by the Grantor," with no requirement to join SSAI or pay dues, yet SSAI uses the liquor-driven clubhouse as a dues-gated, "Investment Certificate"-based club that blocks easement-holders who do not pay.
- SSAI is a Chapter 180 nonprofit with no capital stock, but it financed the clubhouse by selling "Investment Shares" and "Resalable Investment Shares" marketed as wealth-building investments, then telling the Town that construction funds came from member "cash contributions," a materially incomplete and misleading description of a

rights altering investment scheme recorded against homeowners' titles.

- The liquor-based, pay-to-play clubhouse operates in an Environmental Justice neighborhood on land and shoreline access ways dedicated for community recreation, concentrating traffic, noise, and alcohol‑related burdens on the broader community while reserving benefits for a financially advantaged subset of owners who can afford multi‑thousand‑dollar investments and high annual fees.
- SSAI's leadership has fostered an exclusionary culture toward non-dues-paying owners and critics, exemplified by a 2025 SSAI Halloween event where the Board awarded "best costume" to a clown wearing a "FOSS / Friends of Seacoast Simpletons" shirt, and that photo—posted by an SSAI board member and attorney—underscores that SSAI is operating a private club for paying insiders while mocking and marginalizing deeded‑right holders who rely on their recorded easements instead of joining SSAI.

If the Board requires a printout of the documents, please let us know so we can arrange for copying and delivery. We would also like to have the opportunity to be heard.

Cecily
Corporate Clerk
Friends of Seacoast Shores Inc. c/o
31 Teaticket Highway, Suite 107
East Falmouth MA 02536
(415) 305-9892

www.FriendsOfSeacoast.org

Our mission is to protect and uphold the property rights of homeowners and residents, ensuring that everyone —regardless of wealth or status—has an equal voice in the future of our community. We stand against exclusionary practices that seek to push out or marginalize any member of the community and respect those who have built and sustained our neighborhood over generations. Through advocacy, education, and community engagement, we work to preserve fairness, inclusivity, and the rich history of our community for all who call it home.
Friends of Seacoast Shores, Inc. is recognized as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code. EIN 93-4059948.

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

☐ For Reconsideration

H.L.

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

039P00209	Falmouth	NEW LICENSE	2/11/13
ABCC License Number	City/Town		Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

☒ New License	☐ New Officer/Director	☐ Pledge of License	☐ Change Corporate Name
☐ Transfer of License	☐ Change of Location	☐ Pledge of Stock	☐ Seasonal to Annual
☐ Change of Manager	☐ Alteration of Licensed Premises	☐ Transfer of Stock	☐ Change of License Type
☐ Cordials/Liqueurs Permit	☐ Issuance of Stock	☐ New Stockholder	☐ Other
☐ 6-Day to 7-Day License	☐ Management/Operating Agreement	☐ Wine & Malt to All Alcohol	

Name of Licensee: Seacoast Shores Association, Inc.
EIN of Licensee: [redacted]
D/B/A:
Manager: Arlene Schubert
ADDRESS: 7 Fairview Lane
CITY/TOWN: East Falmouth
STATE: MA
ZIP CODE: 02536

Annual	MAR 13 2013	All Alcohol	Club
Annual or Seasonal		Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)	Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises: NEW LICENSE

A two-story clubhouse building with a full service kitchen, dining area and deck on the second floor. The clubhouse building is fully handicapped accessible with an elevator and three entrances/exits.

Application Filed: 1/25/13 at 9:30 a.m. (Date & Time)
Advertised: 2/1/13 (Date & Attach Publication)
Abutters Notified: Yes ☒ No ☐ Ok

Contact Person for Transaction: Stephen J. McLaughlin, Esq.
Phone: 781-749-6688
ADDRESS: 210 Whiting Street, Suite 6
CITY/TOWN: Hingham
STATE: MA
ZIP CODE: 02043

Remarks:

APPROVED
H. L.

The Local Licensing Authorities by:

TOWN OF FALMOUTH
LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Seacoast Shores Association, Inc. has applied for a NEW All Alcoholic Club License to be exercised at 7 Fairview Lane, East Falmouth, MA. A hearing will be held in the Selectmen's Meeting Room, Falmouth Town Hall on Monday, February 11, 2013 at 7:00 p.m. on the above application.

LICENSING BOARD
Kevin Murphy
Brent Putnam
Mary Pat Flynn
David Braga
Doug Jones

February 1, 2013

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Remarks:

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Falmouth

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual): Seacoast Shores Association, Inc.

B. Business Name (if different) :

C. Manager of Record: Arlene Schubert

D. ABCC License Number (for existing licenses only) :

E.Address of Licensed Premises: 7 Farview Lane City/Town: East Falmouth State: MA Zip: 02536

F. Business Phone: (premises) 508-540-7411 or 508-274-1134 G. Cell Phone:

H. Email: [redacted] I. Website:

J.Mailing address (if different from E.): Post Office Box 768 City/Town: East Falmouth State: MA Zip: 02536

2. TRANSACTION:

☒ New License ☐ New Officer/Director ☐ Transfer of Stock ☐ Issuance of Stock ☐ Pledge of Stock

☐ Transfer of License ☐ New Stockholder ☐ Management/Operating Agreement ☐ Pledge of License

The following transactions must be processed as new licenses:

☐ Seasonal to Annual ☐ (6) Day to (7)-Day License ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

☐ §12 Restaurant ☐ §12 Hotel ☒ §12 Club ☐ §12 Veterans Club

☐ §12 General On-Premises ☐ §12 Tavern (No Sundays) ☐ §15 Package Store

4. LICENSE CATEGORY:

☒ All Alcoholic Beverages ☐ Wine & Malt Beverages Only ☐ Wine or Malt Only

☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

☒ Annual ☐ Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Stephen J. McLaughlin, Esq.

ADDRESS: 210 Whiting Street, Suite 6

CITY/TOWN: Hingham STATE: MA ZIP CODE: 02043

CONTACT PHONE NUMBER: (781) 749-6688 FAX NUMBER: (781) 749-6687

EMAIL: sjmlaw@comcast.net

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

A two-story Clubhouse building with a full service kitchen, dining area and deck on the second floor. The Clubhouse building is fully handicapped accessible with an elevator and three entrances/exits.

Total Square Footage: 7800 Number of Entrances: three (3) Number of Exits: three (3)

Occupancy Number: 120+ Seating Capacity: 120+

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Own

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises. Other:

Landlord is a(n): Please Select Other:

Name: Phone:

Address: City/Town: State: Zip:

Initial Lease Term: Beginning Date Ending Date

Renewal Term: Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes ☐ No ☐

IMPORTANT ATTACHMENTS(4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): Corporation

Other : M.G.L. Chapter 180 (non-profit)

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization: 08/01/1951

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes ☐ No ☒

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Robert (Bob) Barker	President	0	0
Richard Sette	Vice President	0	0
Lee MacLeod	Treasurer	0	0
Gary Grabauskas	Assistant Treasurer	0	0
Margaret (Peg) Boyle	Secretary/Clerk	0	0

*If additional space is needed, please use last page. - see attached

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ **If yes,** list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☐ No ☐
2. Are you a Massachusetts Residents? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes ☐ No ☐
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☐ No ☐
3. Is the License Manager or Principal Representative a U.S. Citizen?

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☐ No ☐

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☒
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☒ No ☐

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	$0.00
B. Purchase Price for Business Assets:	$0.00
C. Costs of Renovations/Construction:	$0.00
D. Initial Start-Up Costs:	$0.00
E. Purchase Price for Inventory:	$0.00
F. Other: (Specify)	$0.00
G: TOTAL COST	$0.00
H. TOTAL CASH	$0.00
I. TOTAL AMOUNT FINANCED	$0.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Existing structure, no assets purchased

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S)FROM WHICH "TOTAL AMOUNT FINANCED"NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing
None		

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☐ No ☒

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LO

A.) Is the applicant seeking approval to pledge the license? ☐ Yes ☒ No

1. If yes, to whom:

2. Amount of Loan: **3.** Interest Rate: **4.** Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☐ Yes ☒ No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☒ Yes ☐ No

A newly constructed Clubhouse was opened in the Summer of 2012.

21. ANTICIPATED OPENING DATE: **The new Clubhouse opened in July 2012.**

IF ALL OF THE INFORMATION AND ATTACHMENTS ARE NOT COMPLETE THE APPLICATION WILL BE **RETURNED**

APPLICANT'S STATEMENT

I, Robert Barker the ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member

of Seacoast Shores Association, Inc. , hereby submit this application for annual all alcoholic beverage license (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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;

(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 Application information 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;

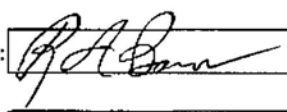
(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(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.

Signature:  Date: 01/23/2013

Title: President of Seacoast Shores Association, Inc.

SEACOAST SHORES ASSOCIATION, INC.

JOINT OFFICER AND DIRECTOR ACTION
BY UNANIMOUS WRITTEN CONSENT
EFFECTIVE DATE: December 5, 2012

The undersigned, being all of the duly elected Officers and all of the Members of the Board of Directors of Seacoast Shores Association, Inc. (hereinafter referred to as the "Corporation"), by their Joint Action at a duly scheduled Joint Meeting of the Officers and Directors, hereby acknowledge their unanimous Vote and Consent to the following action:

To designate Arlene Schubert to act as the General Manager of the Corporation's Clubhouse;

To authorize, Robert Barker, as President of the Corporation and Arlene Schubert as the General Manager of the Corporation's Clubhouse, to take any and all steps necessary to apply for and obtain an annual all alcoholic beverages liquor license, common victualers license, and any other necessary permits and approvals from the Town of Falmouth, the Massachusetts Alcoholic Beverages Control Commission, and any other permit granting authority, for the full operation of the Corporation's Clubhouse located at 7 Farview Lane, East Falmouth, MA ;

To designate Arlene Schubert as General Manager for all purposes specified by Massachusetts General Laws Chapter 138 in connection with said licenses and permits; and

The written signatures of the Officers and Directors appearing below shall confirm their unanimous Vote and Consent to the action described above, and this document shall be filed with the records of the Corporation, and this Vote and Consent shall be treated for all purposes as an action of the Corporation as of the Effective Date stated above.

Officers:

Robert Barker, President

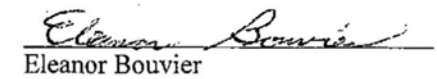
Richard Sette, Vice President

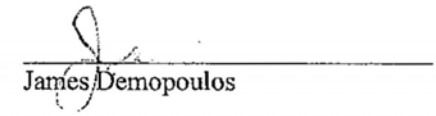
Lee MacLeod, Treasurer

Gary Grabauskas, Assistant Treasurer

Margaret Boyle, Secretary/Clerk

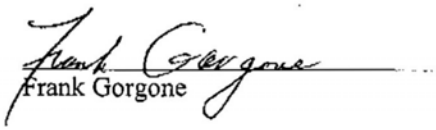
Directors:


Eleanor Bouvier

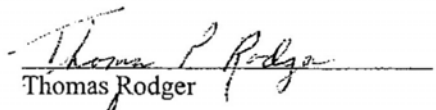

James Demopoulos

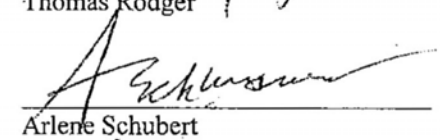

Daniel Frawley

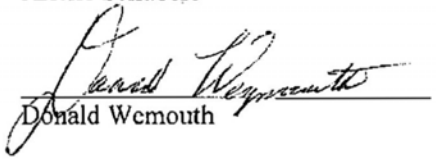

George Ghiorse


Frank Gorgone


Peter Langan


Thomas Rodger


Arlene Schubert


Donald Wemouth

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

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Seacoast Shores Association, Inc. Business Name (dba):

Address: 7 Farview Lane

City/Town: East Falmouth State: MA Zip Code: 02536

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: Arlene Karen Schubert B. Cell Phone Number: [redacted]

C. List the number of hours per week you will spend on the licensed premises: thirty (30)

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Please see attached sheet.

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate.

Signature [signature] Date 1/28/2013

SUPPLEMENT TO
MANAGER APPLICATION
OF
ARLENE SCHUBERT

Employment History:

For the past ten years I have primarily been a homemaker and mother to our children. Now that our children are grown I have the time to dedicate to other interests and functions.

Our family members have been Summer residents of Seacoast Shores for many years. My husband's family has resided in Seacoast Shores for more than 40 years. And, both my husband and I have been very active in the operations and management of Seacoast Shores Association, Inc. and are Members of the Board of Directors. I have been very active in the landscaping and beautification of the Seacoast Shores neighborhood for many years. And, I take great pride in Seacoast Shores having won awards in recent years from the Falmouth Beautification Committee and the East Falmouth Village Association, for our plantings and landscaping, and the overall appearance of the entrance to Seacoast Shores.

My husband, together with many others, was instrumental in the organization and development of the strategy to enhance the Seacoast Shores community with the development of a private Clubhouse for the Members of Seacoast Shores Association, their families and guests.

In July 2012 the new Seacoast Shores Clubhouse opened and I worked many, and long hours to help make the Clubhouse, and its food and beverage services, a great success. Through my experiences in the operation of the Clubhouse I realized that I was interested in participating in the management of the Clubhouse in a position as 'General Manager.' I was pleased to receive the support of the Officers and Directors of Seacoast Shores Association, Inc. to my interest in acting as General Manager of the Clubhouse. And, to further my role as General Manager I have attended, and successfully completed, the ServSafe "Food Protection Manager" certificate program.

Function as General Manager:

In my capacity as General Manager of the Association's Clubhouse I will oversee all aspects of the Clubhouse operations, including the food and beverage aspects, as well as social and activities programs. I will be assisted by several qualified and experienced volunteers who have managed those functions in the past on behalf of the Association.

More specifically, with regard to the management of the liquor license, it is the intention of the Association to engage the services of additional individuals who possess experience in bar management and alcohol service. Those experienced individuals will work under my general management. The Association will fully review the

qualifications of all such individuals, and to the extent that any person may be deemed to be acting within the definition of a 'Manager' of the alcohol license, the Association will so notify both the Town of Falmouth and the Alcoholic Beverages Control Commission (ABCC).

TIPS Certification and/or ServSafe Alcohol Certification:

The Association will require that any person serving alcoholic beverages at the Clubhouse possess a TIPS Certification (Training and Intervention Procedures for Servers of alcohol) and/or an equivalent ServSafe Alcohol Certificate.

Both my husband and I, along with numerous other dedicated members of the Seacoast Shores community, have invested a great deal of time and energy to the successful development of the new Clubhouse. We are all extremely mindful of the necessity of protecting our Clubhouse and the Association through the diligent management of the liquor license.

Sincerely,
Arlene Schubert

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CORPORATIONS AND TAXATION
HENRY F. LONG, COMMISSIONER
218 STATE HOUSE, BOSTON

ARTICLES OF ORGANIZATION

We, George W. Condon, President, Burton L. Fitzgerald, Treasurer,
Beatrice Hemmingsen, Clerk/Assistant Secretary, and/or

being a majority of the directors (or officers having the power of directors)

of SEACOAST SHORES ASSOCIATION, INC.

elected at its first meeting, in compliance with the requirements of General Laws, Chapter 180, Section 3, hereby certify that the following is a true copy of the agreement of association to form said corporation, with the names of the subscribers thereto:

We, whose names are hereto subscribed, do, by this agreement, associate ourselves with the intention of forming a corporation under the provisions of General Laws, Chapter 180.

The name by which the corporation shall be known is

SEACOAST SHORES ASSOCIATION, INC.

The location of the principal office of the corporation in Massachusetts is to be the Town or City of Falmouth Street Seacoast Shores

The purposes for which the corporation is formed are as follows:

To maintain and promote the social and civic welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores; to organize and promote water and land sports among the members and their families; to engage in all activities which shall serve to improve the appearance and residential desirability of this section; to aid in securing betterments and improvements. Also, to purchase, lease, sell, hold, develop, convey or otherwise acquire and dispose of any real and personal property necessary and proper for the carrying out of the purposes of this Corporation, and to erect, equip, and maintain social buildings, floats, and appropriate structures or buildings for the use and enjoyment of the members of the Corporation, upon and under such terms and conditions, and subject to such rules, regulations and restrictions, as the Officers, Directors, and Committee members may, from time to time, determine, but these purposes shall not include the right to apply for a license to sell alcoholic beverages. [illegible]

We hereby waive all requirements of the General Laws of Massachusetts for notice of the first meeting for organization, and appoint the sixteenth day of July, 1951, at twelve o'clock noon, at Town of Falmouth, Seacoast Shores, as the time and place for holding such first meeting.

IN WITNESS WHEREOF we hereto sign our names, this sixteenth day of July, 1951.

(Type or plainly print the names and address of each incorporator in space below.)

NAME	RESIDENCE Give Number and Street, City or Town
George W. Condon	143 Park Drive, Boston, Mass.
Burton L. Fitzgerald	44 Hollis Street, Milton, Mass.
Beatrice Hemmingsen	114 Parker Street, Attleboro, Mass.
Redford Comfort	Seacoast Shores, (East) Falmouth, Mass.
Jack R. Lopes	Davisville Road, (East) Falmouth, Mass.
Francis K. Harrigan	271 Bay Street, Taunton, Mass.
Carl M. Parkhouse	4 Stearns Street, Saxonville, Framingham Mass.

And we further state that the first meeting of the subscribers to said agreement was held on the sixteenth day of July in the year 1951

The name, residence, and post office address of each of the officers of the corporation is as follows:

NAME	CITY OR TOWN OF RESIDENCE (Actual place of domicile must be given.)	POST OFFICE ADDRESS (must be in Massachusetts)
President	George W. Condon, Boston, Mass.	143 Park Drive, Boston
Treasurer	Burton L. Fitzgerald, Milton, Mass.	44 Hollis Street, Milton
~~Clerk~~ Secretary	Beatrice Hemmingsen, Attleboro, Mass.	114 Parker St., Attleboro

Directors (or officers having the power of directors)

George W. Condon, 143 Park Drive, Boston, Mass.

Burton L. Fitzgerald, 44 Hollis Street, Milton, Mass.

Beatrice Hemmingsen, 114 Parker Street, Attleboro, Mass.

Leave this space for binding

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we hereto sign OUR NAMES,

this sixteenth day of July , 1951

(President, Treasurer, Clerk or Secretary, and a majority of Directors or of other Board, sign in space below.)

George W. Condon
George W. Condon, President and Director

Burton L. Fitzgerald
Burton L. Fitzgerald, Treasurer and Director

Beatrice Hemmingsen
Beatrice Hemmingsen, Secretary and Director

RECEIVED
$5.00 In Cash
AUG - 1 1951
CORPORATION DIVISION
SECRETARY'S OFFICE

THE COMMONWEALTH OF MASSACHUSETTS

WRITE NOTHING BELOW

CORPORATIONS FOR CHARITABLE AND CERTAIN OTHER PURPOSES

Seacoast Shores Association, Inc.

Fee $20 Paid

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 180, SECTION 7

Filed in the office of the Secretary of the Commonwealth
and Certificate of Incorporation issued
on at August 1, 1951, 10h.

DEPARTMENT OF
AUG 1 1951
CORPORATIONS AND TAXATION

I hereby certify that, upon an examination of the within-written articles of organization, the agreement of association, and the record of the first meeting of the incorporators, including the by-laws, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles

10th day of August, 1951

Commissioner of Corporations and Taxation

CERTIFICATE
RECEIVED
AUG - 3 1951
BY SECRETARY'S OFFICE
THIS DEPARTMENT OF CORPORATIONS
AND TAXATION

CERTIFICATE TO BE SENT TO

Mr. Nissmann
70 State Street
Boston

NOTIFICATION SENT TO

Boston, Milton, Attleboro, Falmouth
Taunton, Framingham - 8/8/51

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: June 26, 2012

To Whom It May Concern :

I hereby certify that

SEACOAST SHORES ASSOCIATION, INC.

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on **August 01, 1951** (Chapter 180).

I also certify that so far as appears of record here, said corporation still has legal existence.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 12067916170

Verify this Certificate at: http://corp.sec.state.ma.us/corp/Certificates/Verify.asp

Processed by: nmc

820

115

Sailcoast Shores, Inc.

a corporation duly established under the laws of Massachusetts

and having its usual place of business at Boston, Suffolk County, Massachusetts

for consideration paid,

grant to Seacoast Shores Association, Inc., a Massachusetts corporation

of Falmouth, Barnstable County, Massachusetts with quitclaim covenants

a certain parcel of land in Falmouth, Massachusetts being shown as "Reserved for Recreation and Playground" on a plan entitled "Seacoast Shores Yacht Section", dated April 15, 1947 by Fredrick C. Hahn, duly recorded with Barnstable Registry of Deeds in Book 78, Page 11.

Bounded and described as follows:

NORTHEASTERLY: by Fenwick Road, as shown on said plan;
SOUTHEASTERLY: by Seacoast Shores Blvd., as shown on said plan, one hundred twenty-five (125) feet, more or less;
SOUTHWESTERLY: by Farview Lane, as shown on said plan, one hundred ten (110) feet, more or less;
SOUTHERLY: by Farview Lane, as shown on said plan, one hundred twenty (120) feet, more or less;
NORTHWESTERLY: by Lot #40, as shown on said plan, one hundred sixty (160) feet, more or less;
NORTHERLY: by land now or formerly of Seacoast Shores Association, Inc.

The above described premises are conveyed subject to the use of said premises for recreational purposes only, and no building or structure shall be erected, constructed or placed thereon other than a clubhouse, boathouse or bathhouse to be used for the purposes as set forth in the charter granted to the grantee from the Commonwealth of Massachusetts only.

Said premises are also conveyed subject to all easements and restrictions of record which may be in force and applicable and subject to Real Estate taxes assessed for the year 1952.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding on the grantee's successors and assigns.

The consideration for this conveyance being less than $100.00, no revenue stamps are affixed.

In witness whereof, the said Sailcoast Shores, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by A. Charles Tanner

its Treasurer hereto duly authorized, this

day of August in the year one thousand nine hundred and fifty-two.

Signed and sealed in the presence of

SAILCOAST SHORES, INC.

by A. Charles Tanner

A. Charles Tanner, Treasurer

The Commonwealth of Massachusetts

Suffolk, ss. August 1952

Then personally appeared the above named A. Charles Tanner, Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the Sailcoast Shores, Inc.

before me,

Melvin Newman
Notary Public

My commission expires Oct. 30, 1953

Barnstable, ss., Received August 26, 1952, and is recorded.

820

1.14

Sailcoast Shores, Inc.
a corporation duly established under the laws of Massachusetts
and having its usual place of business at Boston, Suffolk County, Massachusetts
~~County, Massachusetts~~, for consideration paid,
grant to Seacoast Shores Association, Inc., a Massachusetts Corporation

of Falmouth, Massachusetts with quitclaim covenants
~~a certain parcel of land in Falmouth, Massachusetts being shown as~~
~~"Reserved for Yacht Club" on a plan entitled, "Seacoast Shores~~
Yacht Section", dated April 15, 1947 by Fredrick G. Hahn, duly recorded
with Barnstable Registry of Deeds in Book 78 Page 11
Bounded and described as follows:
Northeasterly by Fenwick Road as shown on said plan; Southeasterly by other land of this grantor and shown on said plan as "Reserved for Recreation and Playground"; Southwesterly by Eel Pond as shown on said plan; and Northwesterly by Lot #46 as shown on said plan.

The above described premises are conveyed subject to the use of said premises for recreational purposes only, and no building or structure shall be erected, constructed or placed thereon other than a clubhouse, boathouse or bathhouse to be used for the purposes as setforth in the Charter granted to the grantee from the Commonwealth of Massachusetts only.

Said premises are also conveyed subject to all easments and restrictions of record which may be in force and applicable and subject to Real Estate taxes assesed for the year 1952.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding on the grantee's successors and assigns.

The consideration for this conveyance being less than $100.00 no revenue stamps are affixed.

In witness whereof, the said Sailcoast Shores, Ins.,
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by ~~A. Charles Tanner~~
its Treasurer hereto duly authorized, this ~~25th~~
day of July in the year one thousand nine hundred and ~~fifty-two~~.

Signed and sealed in the presence of

SAILCOAST SHORES, INC.
A. Charles Tanner
by
Treasurer

The Commonwealth of Massachusetts

Suffolk ss. July 25 19 52

Then personally appeared the above named ~~A. Charles Tanner treasurer as aforesaid~~
and acknowledged the foregoing instrument to be the free act and deed of the
Sailcoast Shores, Inc.
before me,

Melvin Newman
Justice of the Peace
Notary Public

My commission expires Oct. 30 19 53

Barnstable, ss., Received August 26, 1952, and is recorded.

AFFIDAVIT OF STEPHEN J. McLAUGHLIN, ESQ.
CONCERNING SOURCE OF FUNDS
FOR
CONSTRUCTION OF NEW CLUBHOUSE
AND
BUSINESS OPERATIONS

I, Stephen J. McLaughlin, am the attorney and authorized agent acting on behalf of Seacoast Shores Association, Inc. (hereinafter referred to as the "Association") in the submission of the Association's application for an All Alcoholic Beverage License, and a Common Victualler License, for the Association's Clubhouse at 7 Farview Lane. I am also a Member of Seacoast Shores Association. The following information is true and accurate of my own knowledge.

Source of Funding for Construction of New Clubhouse:

In July 2012 the Association's new Clubhouse was completed and opened to its members and their guests.

All of the construction funds were raised through cash contributions from the Members of the Seacoast Shores Association.

There is no other person or entity which has made financial contribution to the Association.

I have attached copies of Bank statements for the several months prior to the opening of the Clubhouse to show the source of funds in existence at that time.

Source of Funds for On-Going Operations:

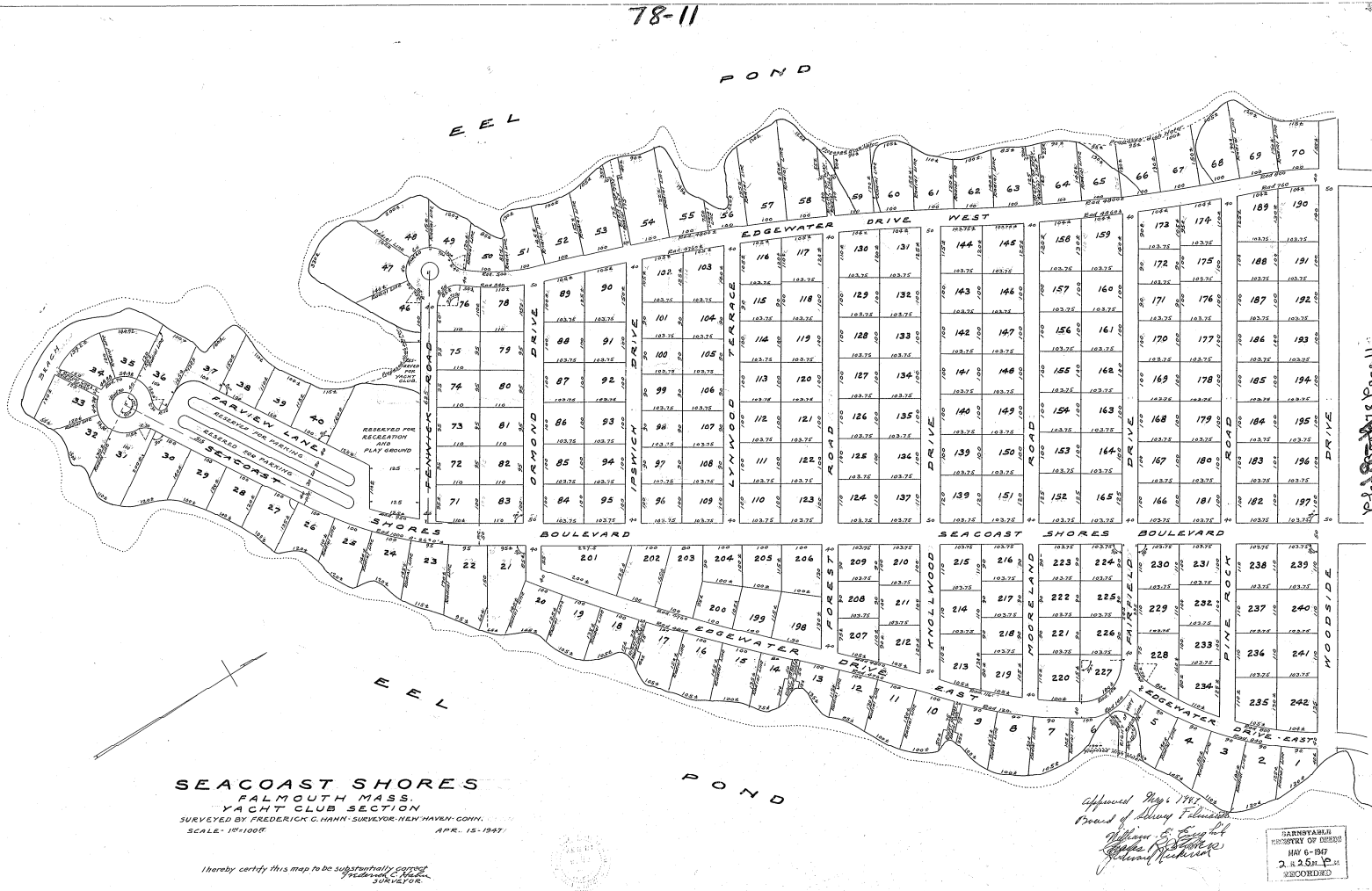
Those members of the Association who participated in the fund drive for the construction of the new Clubhouse are required to maintain an annual membership in the Association, and must pay the assessed annual dues. In addition, those Members who participated in the fund drive are eligible to purchase an annual Recreational Membership, at additional charge, which entitles those Members to participate in the food and beverage, social and other recreational activities sponsored by the Association. The funds raised through the annual Recreational Membership Dues fund the on-going operations of the Association's Clubhouse.

In addition, the income generated by the food and beverage sales support the on-going operation of the Clubhouse.

Signed under the pains and penalties of perjury this 24th day of January 2013.



78-11



SEACOAST SHORES

FALMOUTH MASS.

YACHT CLUB SECTION

SURVEYED BY FREDERICK C. HAHN · SURVEYOR · NEW HAVEN · CONN.

SCALE - 1" = 100'

APR. 15 - 1947

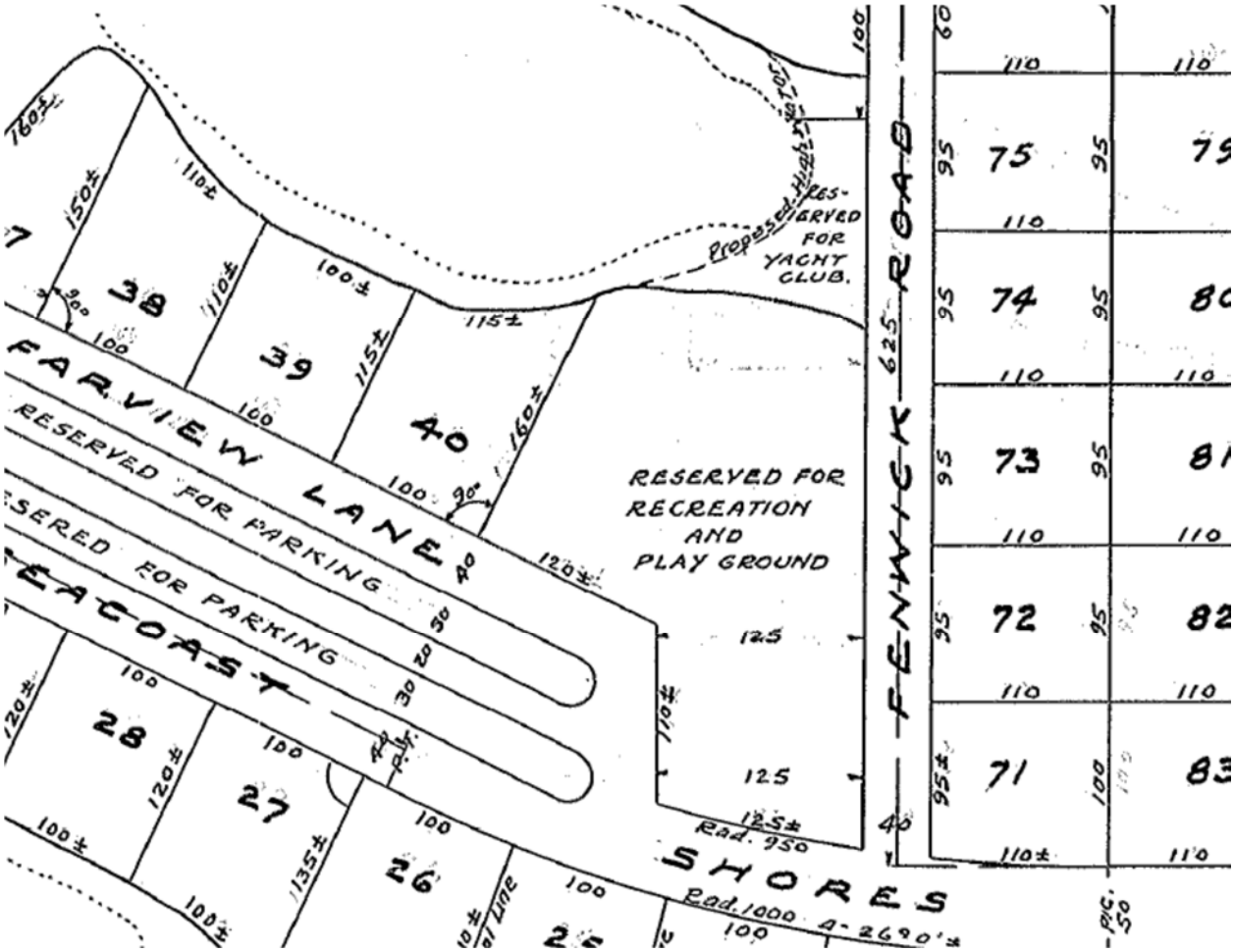
I hereby certify this map to be substantially correct
Frederick C. Hahn
SURVEYOR

Approved May 1, 1947
Board of Survey Falmouth
William E. Eldridge
Charles R. Saltonstall
Edward Richards

BARNSTABLE REGISTRY OF DEEDS
MAY 6 1947
2 H. 25 M. P. M.
RECORDED

Plan Book 18 Page 11

EXHIBIT 2 (page 1)



From Seacoast Shores, Plan Book 78, Pg. 11, Barnstable Reg. of Deeds (5/6/1947)

EXHIBIT 2 (page 2)

Thereafter due proceedings under said petition were instituted according to law, and finally on June 21, 1954, a decree forever barring said respondents from having or enforcing any claim or claims adverse to the petitioners, their heirs or assigns, in the land descrived in said deeds was entered, and this notice of the final disposition of said petition is directed to be recorded in the Registry of Deeds for Barnstable County, pursuant to the above-mentionned statute.

880

47

NOT AN OFFICIAL COPY

By the Court,

Attest: James B. Connery
Deputy Recorder

Dated: June 21, 1954.

NOT AN OFFICIAL COPY

FREDERICK J. SMITH
COUNSELLOR AT LAW
Buzzards Bay, Mass.

Barnstable, ss., Received July 14, 1954, and is recorded.

SAILCOAST SHORES, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business in Randolph, Norfolk County, Massachusetts, for consideration paid, grants to Donald R. and Lillian M. Taylor, *husband and wife, as tentants by the entirety,*

of Braintree, Norfolk County, Massachusetts with Quitclaim covenants the land in Falmouth, Barnstable County, Massachusetts being shown as Lot Number Two Hundred Thirty-Five (#235), in Section Yacht Club on a plan entitled "Seacoast Shores" Yacht Club Section dated April 15, 1947 by Frederick C. Hahn, Surveyor, recorded with Barnstable Registry of Deeds, Plan Book 78 Page 11

Being a portion of the premises conveyed to the grantor by deed of Seacoast Shores, Inc.

Being the same premises now known as and numbered Lot Number Two Hundred Thirty-Five (#235), in Yacht Club Section, as shown on said plan.

4 Weston Avenue

The Grantee shall have the right to use and enjoy, in common with other owners of the property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the Grantor on said Seacoast Shores.

Said premises are conveyed subject to the following restrictions, reservations, and encumbrances:

1. No tents or trailers, or temporary buildings, may be placed on said lot.
2. That no building or structure shall be erected or constructed on said premises unless the plans therefor and side-line and street-line setbacks have been approved in writing by the Grantor.
3. There shall be no building constructed or erected on this property other than one-family dwelling, with private garage and boat house, for private use only, which must conform with said dwelling. All buildings constructed of wood or metal must be shingled, stained, or painted with two coats of paint.
4. There shall be no livestock, animal or poultry, kept or maintained on the premises other than household pets.
5. The parcels hereby conveyed shall be used only for residential purposes.
6. No outside toilet shall be erected on the premises, nor shall signs for advertising purposes be erected or placed on the premises.
7. Every structure, or addition thereto, shall be built upon a masonry foundation.
8. All structures must comply with municipal and governmental laws, ordinances, and regulations and if any restrictions or conditions herein, do not comply therewith, it shall not be construed as a waiver by the Grantor of compliance with such laws, ordinances, and regulations.
9. That sewage from any buildings erected on the premises shall be cared for by the owners or occupants installing a septic tank which shall at all times be maintained on said premises.
10. No motor boat nor any boat propelled by a gasoline motor may be docked or moored within fifty feet of any community bathing beach as designated by the Seller, and owners of motor propelled boats agree to moor or dock them only at places designated by the Grantor, unless otherwise specifically approved in writing by the Grantor.

880

48

11. Each lot is subject to an assessment of Fifty Dollars ($50.00) payable to said Seller and running against said lot in the event of construction of a water main in the street running by said lot and providing a water supply available to the same, said assessment to be paid at the time said water supply system is completed and made available to said lot.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding upon the Grantee's heirs, executors, administrators, and assigns.

The Grantor reserves the privilege and right to grant easements and give authority to any companies or municipalities to install electric, telephone, telegraph poles and wires, gas and water mains, sewers, and to such companies or municipalities to operate and maintain its equipment over and in any and all roads, streets, avenues, or ways as shown on plan of SEACOAST SHORES, as well as in and on lot or lots of land hereinabove mentioned.

For title references see Deed of Raymond H. Stotler et ux to Seacoast Shores, Inc., dated July 21, 1947, recorded with Barnstable Registry of Deeds, Book 675, Page 299; and Deed of Seacoast Shores, Inc., to Sailcoast Shores, Inc., dated May 22, 1948, and resolution of directors and stockholders of Seacoast Shores, Inc., dated May 11, 1948, and resolution of directors of Sailcoast Shores, Inc., dated May 18, 1948; all of which are recorded with Barnstable Registry of Deeds on May 27, 1948.

NOT AN OFFICIAL COPY

In Witness Whereof the said SAILCOAST SHORES, INC., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its treasurer hereto duly authorized, this twenty-first day of August in the year one thousand nine hundred and Fifty-three

Signed and sealed in presence of

SAILCOAST SHORES, INC.

By Herbert L. Lorkin
Treasurer

The Commonwealth of Massachusetts

ss. August 20, 1953

Then personally appearing the above named Herbert L. Lorkin and acknowledged foregoing instrument to be the free act and deed of the said SAILCOAST SHORES, INC.

before me, John D. Mass
Notary Public — Justice of the Peace

My commission expires August 24, 1956



Barnstable, ss., Received July 14, 1954, and is recorded.

SAILCOAST SHORES, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business in Randolph, Norfolk County, Massachusetts, for consideration paid, grants to *Edward W. and Helen Jordan*

of *Dedham, Norfolk County, Massachusetts* with Quitclaim covenants the land in Falmouth, Barnstable County, Massachusetts being shown as *Lot Number Two Hundred Twenty-Nine (#229) in Yacht Club Section* on a plan entitled "Seacoast Shores" "*Yacht Club Section*" dated *April 15, 1947* by Frederick C. Hahn, Surveyor, recorded with Barnstable Registry of Deeds, Plan Book *78* Page *11*

Being a portion of the premises conveyed to the grantor by deed of Seacoast Shores, Inc.

Being the same premises now known as and numbered Lot Number Two Hundred Twenty-Nine (#229) in Yacht Club Section, as shown on said plan.

United States revenue stamps in the amount of $1.10 were affixed to this instrument and were then cancelled.

398 Mt. Vernon St.

SEACOAST SHORES ASSOCIATION, INC

PO BOX 768, East Falmouth, MA 02536

LETTER of INTENT

INVESTMENT SHARE

AGREEMENT made this _____ day of _____ 200_ by and between SEACOAST SHORES ASSOCIATION, INC., a corporation duly organized under Massachusetts General Laws, hereinafter referred to as "The Association" and

_____, owner(s)

Of Lot # _____ located at _____, East Falmouth,

Massachusetts 02536, a member of "The Association."

Whereas by vote of the general membership at the Annual Meeting on July 14, 2007, the Board of Directors was authorized to proceed with the Marketing Phase of the New Clubhouse, Landscape and Amenities Project, hereinafter referred to as "The Project" presented by the Property Planning Committee.

Whereas the total cost of "The Project" is estimated at $ 1,320,000.00 (New Clubhouse $870,000.00; Landscape and Amenities $330,000.00 and Contingency $120,000.00) it is required that each members INVESTMENT SHARE be set at $4,500.00

- INVESTMENT SHARE Plan A. To encourage a full-payment up-front that will enable the initial costs of "The Project" to be met without "The Association" incurring any long-term debt a discount of 5% is offered to those members that pay the $4,500.00 up-front. In appreciation of this full-payment up-front the discounted amount is $4,275.00

- INVESTMENT SHARE Plan B. The payments may also be paid at the rate of $900.00 each year for five (5) years starting with the first payment due when the Marketing Phase is completed. If the property is sold within the five-year payment period, the balance of the payments is the responsibility of the new owner.

- Each member must determine the plan best suited to their needs

- A down-payment of $500.00 is required with this completed and signed document

The Marketing Phase will end when members have committed signed agreements that total $1,320,000.00

After the completion of the Marketing Phase the cost of a member's INVESTMENT SHARE will increase to $11,250.00 for new investors and will increase annually at the CPI.

The Board of Directors shall be responsible for approving the expenditure of funds for "The Project" as approved by "The Association" and shall report to the membership at the annual meeting as to the use of the funds and the progress of "The Project."

A separate account shall be set up to receive the member's payments and may not be used for any other purpose except "The Project" as approved by "The Association."

THE MEMBER-OWNERS(S)

PLEASE SIGN BELOW AND INDICATE WHICH INVESTMENT SHARE PLAN YOU SELECT WITH AN X:

_____ INVESTMENT SHARE Plan A - Up-Front Payment of $4,275.00; balance due when the Marketing Phase is completed.

_____ INVESTMENT SHARE Plan B - $900.00/year for 5 years; balance of first payment due when the Marketing Phase is completed and every year thereafter for a total of 5 payments.

A down-payment of $500.00 is required with this completed and signed document

If the Marketing Phase is not successful (that is $1,320,000.00 is not committed by members) then the deposit will be returned without interest

---	---	---	---
Member-Owner	Date	Member-Owner	Date

FOR THE ASSOCIATION

_____	_____	_____	_____
Robert Barker, President	Date	Dan Frawley, PPC Chairman	Date

SEACOAST SHORES ASSOCIATION, INC

PO BOX 768, East Falmouth, MA 02536

LETTER of INTENT

INVESTMENT SHARE

AGREEMENT made this _____ day of _____ 200_ by and between SEACOAST SHORES ASSOCIATION, INC., a corporation duly organized under Massachusetts General Laws, hereinafter referred to as "The Association" and

_____, owner(s)

Of Lot # _____ located at _____, East Falmouth,

Massachusetts 02536, a member of "The Association."

Whereas by vote of the general membership at the Annual Meeting on July 14, 2007, the Board of Directors was authorized to proceed with the Marketing Phase of the New Clubhouse, Landscape and Amenities Project, hereinafter referred to as "The Project" presented by the Property Planning Committee.

Whereas the total cost of "The Project" is re-estimated at $ 1,200,000.00 (New Clubhouse $800,000.00; Landscape and Amenities $300,000.00 and Contingency $100,000.00) it is required that each members INVESTMENT SHARE be set at $5,400.00

- Each member must determine the plan best suited to their needs
- A LEGACY CLUB is integrated into the plans
- There are additional plans that allow members to commit a larger amount of money for additional LEGACY CLUB points
- There is a plan that is for our members who are on a fixed-income
- Resalable Investment Shares are introduced
- A down-payment of $500.00 is required with this completed and signed document

The Marketing Phase will end when members have committed signed agreements that total $1,200,000.00

After the completion of the Marketing Phase the cost of a member's INVESTMENT SHARE will increase to $13,500.00 for new investors and will increase annually at the CPI.

The Board of Directors shall be responsible for approving the expenditure of funds for "The Project" as approved by "The Association" and shall report to the membership at the annual meeting as to the use of the funds and the progress of "The Project."

A separate account shall be set up to receive the member's payments and may not be used for any other purpose except "The Project" as approved by "The Association."

Revision: A - August 29, 2008 – Based upon the *adjusted tactics* approved by the SSAI BOD on 8/27/08

THE MEMBER-OWNERS(S)

PLEASE SIGN BELOW AND INDICATE WHICH INVESTMENT SHARE PLAN YOU SELECT WITH AN X:

_____ INVESTMENT SHARE Plan A1 - Up-Front Payment of $5,400.00; balance due when the Marketing Phase is completed. There will be a 5% discount applied. Net Up-Front Payment is $5130.00 less deposit.

_____INVESTMENT SHARE Plan A2 - Up-Front Payment of $6,400.00; balance due when the Marketing Phase is completed. There will be a 5% discount applied. Net Up-Front Payment is $6080.00 less deposit

_____ INVESTMENT SHARE Plan A3 - Up-Front Payment of $7,400.00; balance due when the Marketing Phase is completed. There will be a 5% discount applied. Net Up-Front Payment is $7030.00 less deposit

_____ INVESTMENT SHARE Plan B - $900.00/year for 6 years; balance of first payment due is $900. less deposit when the Marketing Phase is completed and then $900. every year thereafter for a total of 6 payments.

_____ INVESTMENT SHARE Plan C - $600.00/year for 10 years; balance of first payment due is $600. less deposit and then $600. every year thereafter for a total of 10 payments. Limited to 25 members maximum who are fixed-income retirees

and

_____ RESALABLE INVESTMENT SHARE - Up-Front Payment of $5,400.00; full amount due when the Marketing Phase is completed - Limited to 25

A down-payment of $500.00 is required with this completed and signed document. If the Marketing Phase is not successful (that is $1,200,000.00 is not committed by members) then the deposit will be returned without interest

All investor members receive Legacy Club points per investment as follows:

- Plan A1 ($5400.) earns 2 Legacy Club points
- Plan A2 ($6400.) earns 3 Legacy Club points
- Plan A3 ($7400.) earns 4 Legacy Club points
- Plan B ($5400. over 6 years) earns 1 Legacy Club points
- Plan C ($6000. over 10 years) earns 1 Legacy Club points
- Resalable Investment Share ($5400.) owners earn 2 points

All Investment Share Owners will have their name/names inscribed on a LEGACY CLUB plaque that is located in the new clubhouse. Members who earn additional legacy club points will be eligible for other prestigious naming awards for clubhouse rooms, architectural features, landscape features……etc.

----------	----------	----------	----------
Member-Owner	Date	Member-Owner	Date
_____		_____	
Mailing address		Mailing Address	

FOR THE ASSOCIATION

_____	_____	_____	_____
Robert Barker, President	Date	Dan Frawley, PPC Chairman	Date

Revision: A1 - November 10, 2008 – Based upon the *adjusted tactics* approved by the SSAI BOD on 8/27/08

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512
Telephone: (617) 727-9640

100004549

100004549

FEE: $15.00

M.G.L. Ch.180
Corporation
Annual Report

ANNUAL REPORT

FEDERAL IDENTIFICATION NO. 000006458

Filing for November 1, 20 07

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. NAME: Seacoast Shores Association, Inc.

2. ADDRESS: 7 Fairview Lane, P.O. Box 768
(number) (street)
East Falmouth, MA 02536
(city or town) (state) (zip)

3. DATE OF THE LAST ANNUAL MEETING: July 6, 2007

4. If the corporation is a cemetery corporation, it must hold perpetual care funds in trust and attach a copy of the written agreement establishing the trust. (check appropriate box)

☐ The cemetery corporation certifies that perpetual care funds are held in trust and a copy of the written agreement establishing the trust is attached.

OR

☐ The cemetery corporation hereby certifies that it does not hold perpetual care funds in trust.

5. State the names and addresses of the president, treasurer, clerk, at least one director of the corporation, and the date on which the term of office of each expires: (PLEASE TYPE OR PRINT).

NAME OF OFFICE	NAME	ADDRESSES Number, Street, City or Town, State and Zip Code	EXPIRATION OF TERM OF OFFICE
President: Treasurer: Clerk: (or Secretary) Directors: (or Officers having the powers of Directors)	SEE ATTACHED SHEET		

I, the undersigned Robert Barker being the President of the above-named corporation, in compliance with General Laws, Chapter 180, hereby certify that the information above is true and correct as of the dates shown.

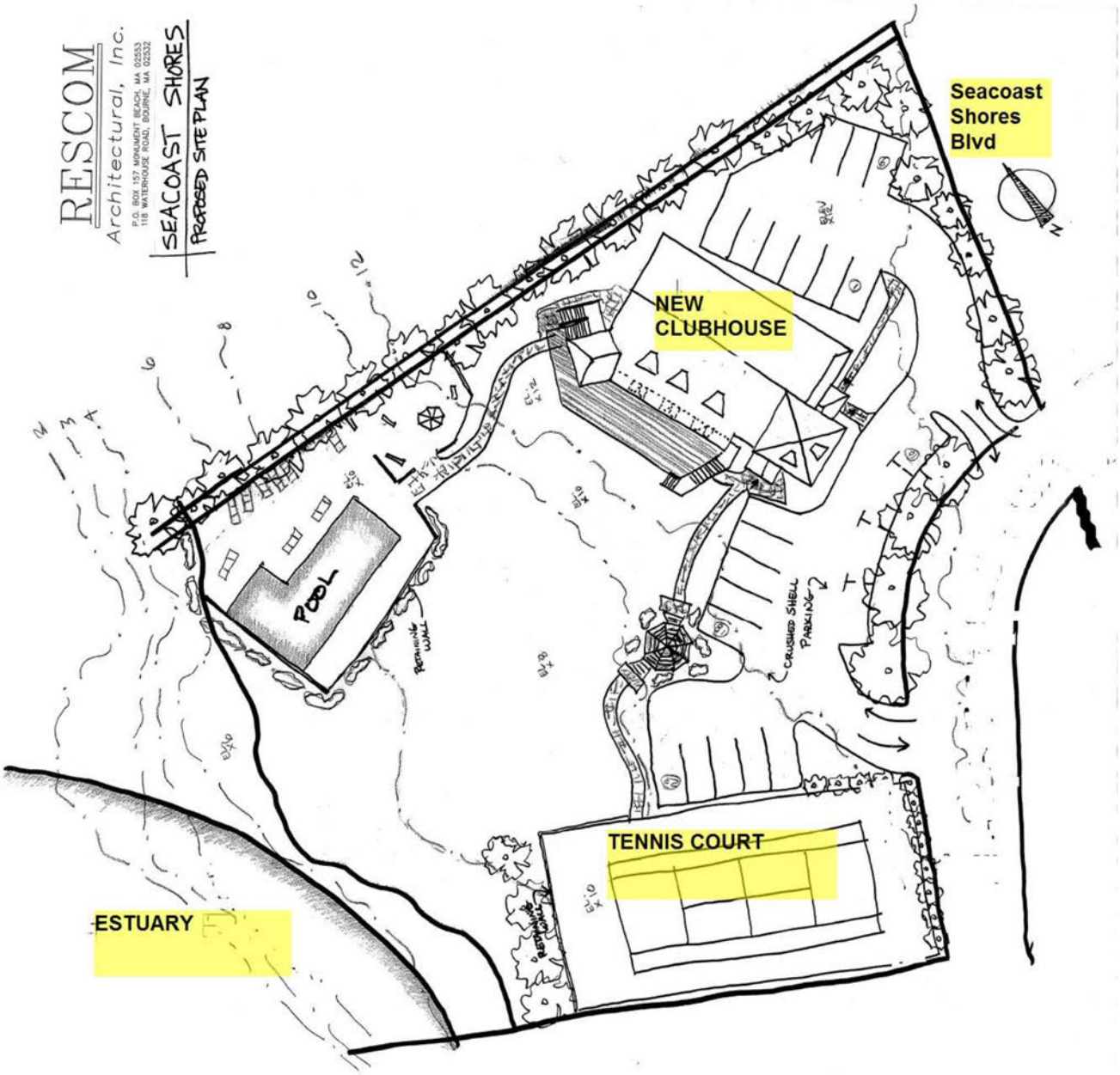
IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 18th day of May, 20 10.

Signature: Robert Barker Title: Pres/dir

Contact Person: Andrea McCarthy Contact Person Telephone #: 508-881-4950

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JOSEPH APICELLA	38 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2007
TREASURER	CAROLE DEMBKOWSKI	46 FISHER RD E FALMOUTH, MA 02536 USA	2007
ASSISTANT TREASURER	DEBBIE GREVE	18 AMPHIBIAN RD E FALMOUTH, MA 02536 USA	2007
WEBMASTER	THOMAS GREVE	18 AMPHIBIAN RD E FALMOUTH, MA 02536 USA	2007
VICE PRESIDENT	ROBERT BARKER	364 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2007
CLERK	SALLY GREYMONT	138 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2007
ASSISTANT CLERK	MAUREEN TOUHEY	189 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2007
DIRECTOR	JAY FABBIO	295 SEACOAST SHORES BLVD E FALMOUTH, MA 02536 USA	2007
DIRECTOR	CHRISTINE FABBIO	295 SEACOAST SHORES BLVD E FALMOUTH, MA 02536 USA	2007
DIRECTOR	RICHARD SETTE	P.O. BOX 3537 E FALMOUTH, MA 92536 USA	2007
DIRECTOR	EDWARD GRACE	15 AUBURN ST CHARLESTOWN, MA 02536 USA	2007
DIRECTOR	DANIEL FRAWLEY	5635 COVINGTON RD SHOREWOOD, MN 55331 USA	2007
DIRECTOR	THOMAS RODGER	44 INVERNESS RD NORWOOD, MA 02062 USA	2007
DIRECTOR	DAVID SMITH	390 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2007
DIRECTOR	RICHARD SERANI	P.O. BOX 3192 E FALMOUTH, MA 02536 USA	2007
DIRECTOR	CHRISTINE SERANI	P.O. BOX 3192 E FALMOUTH, MA 02536 USA	2007
DIRECTOR	ARLENE SCHUBERT	391 EDGEWATER DR W E FALMOUTH, MA 02536 USA	2007
DIRECTOR	FRANK GORGONE	P.O. BOX 974 E FALMOUTH, MA 02536 USA	2007
DIRECTOR	ELEANOR BOUVIER	359 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2007

Proposed Site Layout for New Clubhouse, Swimming Pool and Tennis Court



Proposed New Clubhouse - Front View

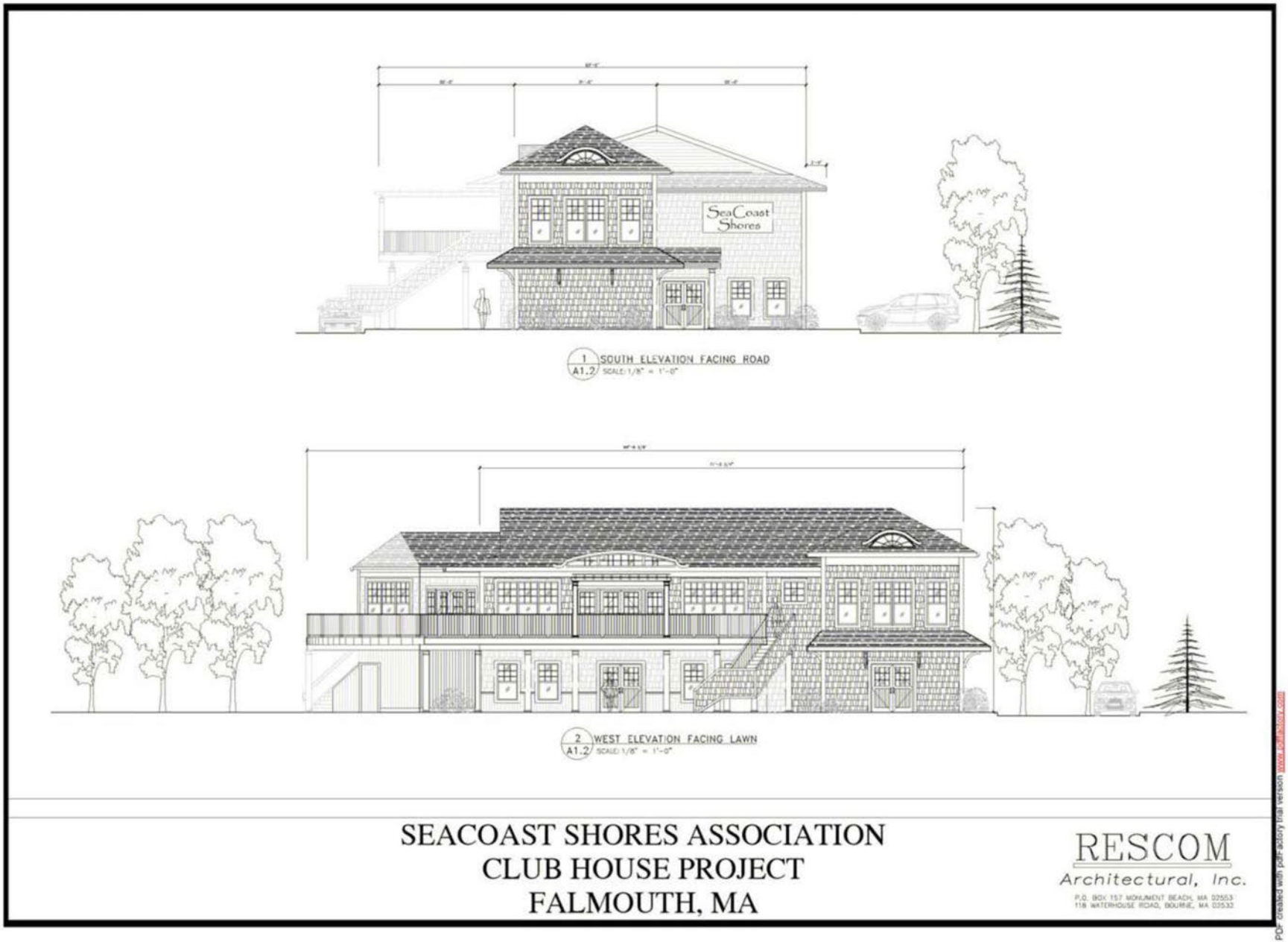
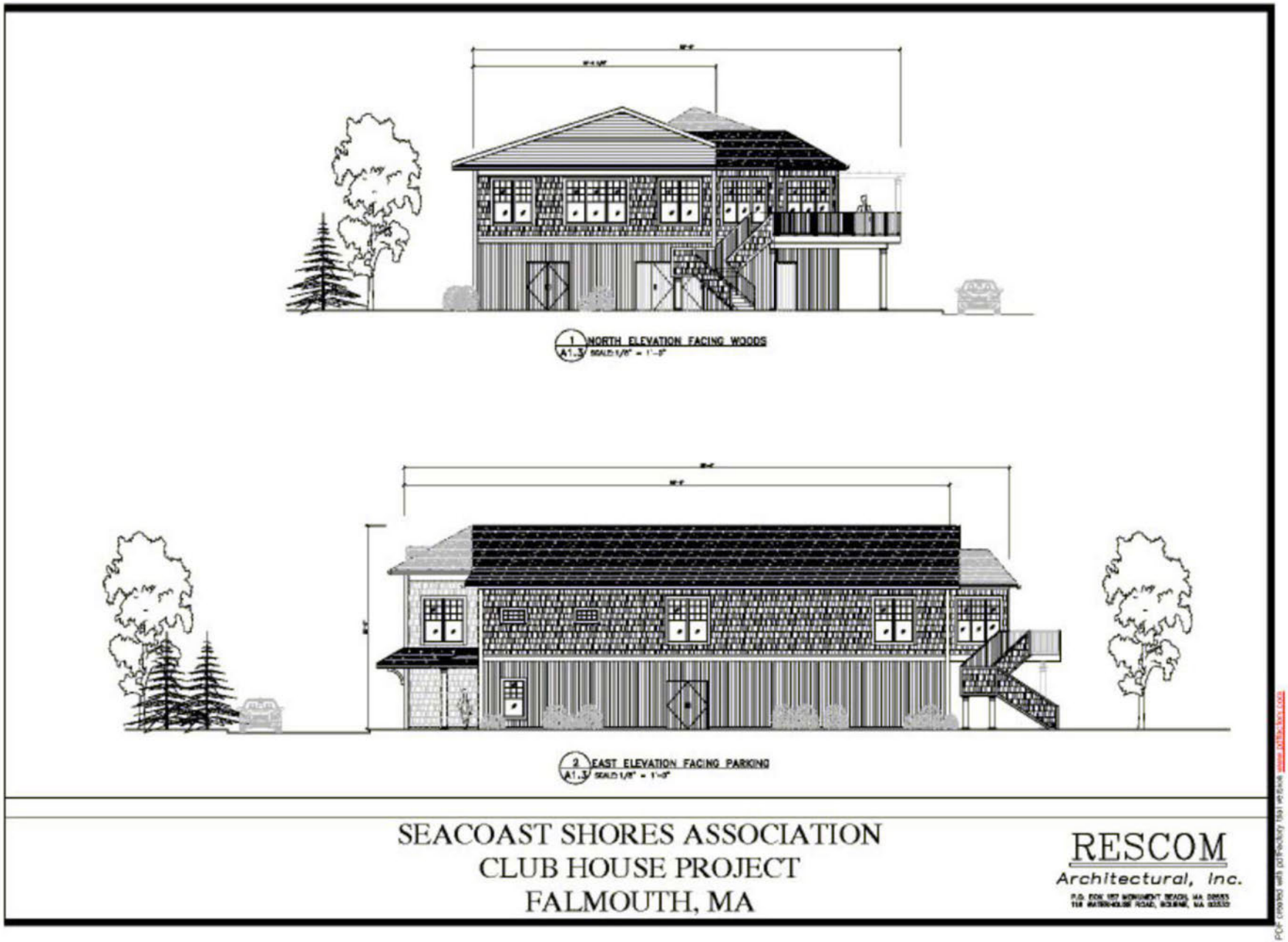


EXHIBIT 7 (page 2)

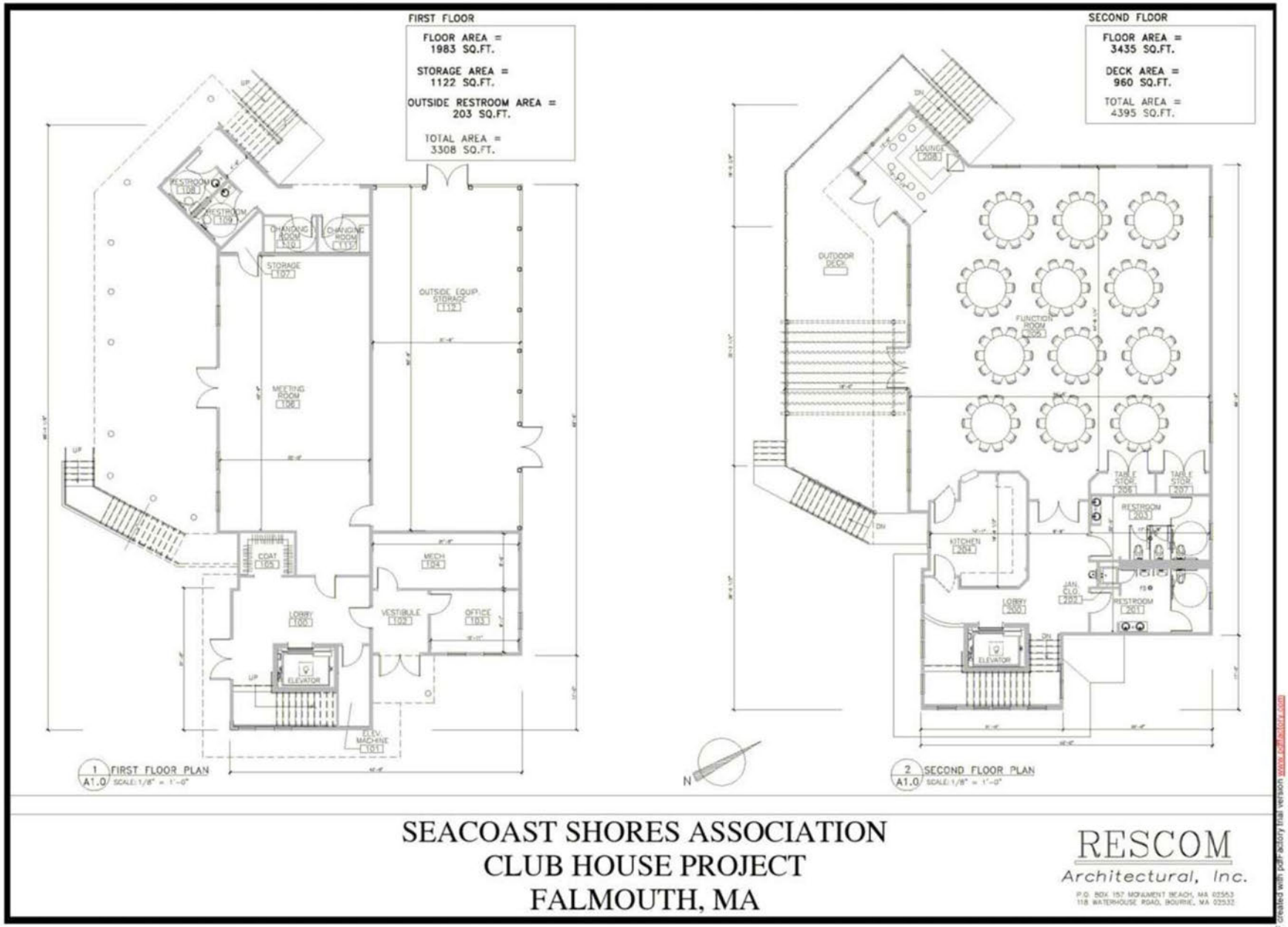
Proposed New Clubhouse - Rear View



SEACOAST SHORES ASSOCIATION
CLUB HOUSE PROJECT
FALMOUTH, MA

RESCOM
Architectural, Inc.

Proposed New Clubhouse - Floor Plans



PDF created with pdfFactory trial version www.pdffactory.com



LOCUS

CONSULTANTS

STRUCTURAL ENGINEERS:

FLOOD CONSULTING
56 LAUREL DRIVE
HUDSON, MASSACHUSETTS
(978) 562-6499

M. E. P. & FP. ENGINEERS:

B.E.R.
66 MAIN STREET
NORTH EASTON, MA 02356
(508) 230-0260



CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.

7 FARVIEW LANE
FALMOUTH, MASSACHUSETTS

LIST OF DRAWINGS

ARCHITECTURAL

ID1.0	COVER SHEET
ID1.1	BUILDING CODE ANALYSIS
A1.1	FIRST FLOOR PLAN
A1.2	SECOND FLOOR PLAN
A1.3	ROOF PLAN
A2.1	FIRST FLOOR REFLECTED CEILING PLAN
A2.2	SECOND FLOOR REFLECTED CEILING PLAN
A3.1	EXTERIOR ELEVATIONS
A3.2	EXTERIOR ELEVATIONS
A3.3	EXTERIOR ELEVATIONS
A4.1	BUILDING SECTIONS
A4.2	BUILDING SECTIONS
A5.1	WALL SECTIONS
A6.1	RESTROOM PLANS & ELEVATIONS
A6.2	INTERIOR ELEVATIONS
A7.1	SCHEDULES & DETAILS
A8.1	KITCHEN & BAR EQUIPMENT PLAN

STRUCTURAL

S0.1	GENERAL NOTES
S0.2	TYPICAL DETAILS
S0.3	TYPICAL DETAILS
S1.1	FOUNDATION PLAN
S1.2	SECOND FLOOR & LOW ROOF FRAMING PLAN
S1.3	ROOF FRAMING PLAN
S2.1	ROOF TRUSS & BEARING WALL ELEVATIONS
S3.1	CONCRETE DETAILS
S4.1	FRAMING DETAILS
S4.2	FRAMING DETAILS

MECHANICAL

M0.1	LEGEND & SCHEDULES
M1.1	FIRST FLOOR PLAN
M1.2	SECOND FLOOR PLAN
M1.3	ROOF PLAN
M2.1	DETAILS
M3.1	SPECIFICATIONS
M3.2	ROOF PLAN

ELECTRICAL

E0.1	ELECTRICAL LEGEND, NOTES & FIXTURE SCHEDULE
E1.0	SITE PLAN
E1.1	FIRST FLOOR LIGHTING PLAN
E1.2	FIRST FLOOR POWER PLAN
E1.3	SECOND FLOOR LIGHTING PLAN
E1.4	SECOND FLOOR POWER PLAN
E1.5	ROOF PLAN
E1.6	RISER DIAGRAMS & SCHEDULES
E1.7	SPECIFICATIONS
E1.8	FIRE ALARM SPECIFICATIONS

PLUMBING

P0.1	LEGEND, DETAILS & SCHEDULES
P1.0	UNDERSLAB PLAN
P1.1	FIRST FLOOR PLAN
P1.2	SECOND FLOOR PLAN
P1.3	ATTIC/ROOF PLAN
P1.4	KITCHEN PART PLAN
P2.0	SPECIFICATIONS

FIRE PROTECTION

FP0.1	LEGEND & DETAILS
FP1.0	FIRST FLOOR PLAN
FP1.1	SECOND FLOOR PLAN
FP1.2	ATTIC PLAN
FP2.0	SPECIFICATIONS & HYDRAULIC INFORMATION

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE
SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN No. 07699 COMMONWEALTH OF MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE, BY COMMON COPYRIGHT, THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

COVER SHEET

REVISIONS

NO	DATE	DESCRIPTION

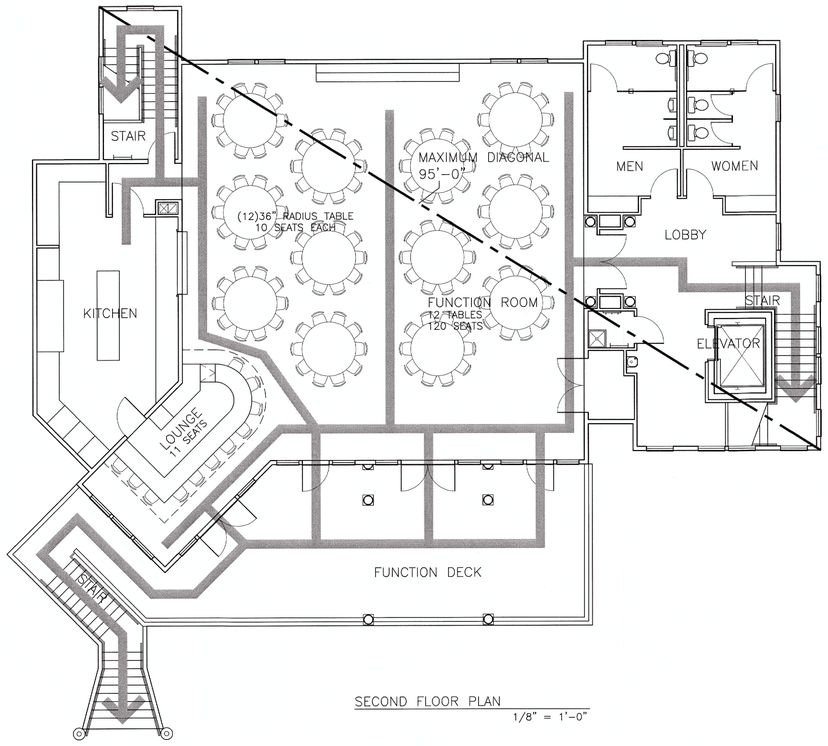
PROJECT NO.

DATE OF ISSUE 12-10-10

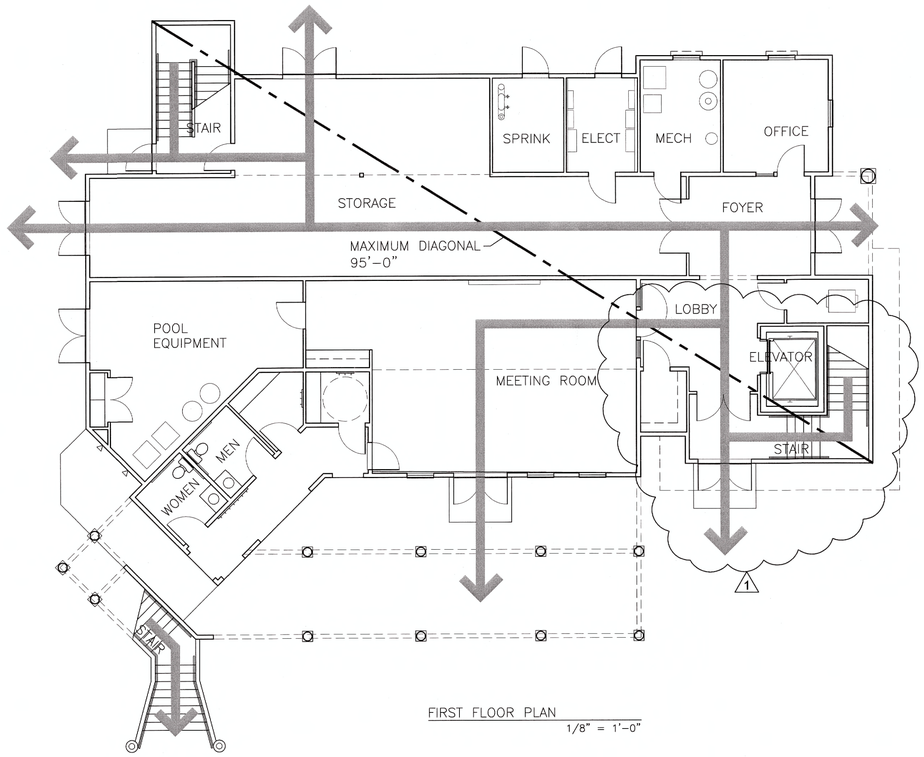
DRAWN BY: CHECKED BY:

DRAWING NUMBER

ID1.0



SECOND FLOOR PLAN
1/8" = 1'-0"



FIRST FLOOR PLAN
1/8" = 1'-0"

CLUBHOUSE – SEACOAST SHORES ASSOCIATION, INC. BUILDING CODE ANALYSIS

2009 INTERNATIONAL BUILDING CODE WITH MASSACHUSETTS STATE BUILDING CODE 780 CMR BASIC/COMMERCIAL EIGHTH EDITION AMENDMENTS TO THE 2009 INTERNATIONAL BUILDING CODE.

USE GROUP CLASSIFICATIONS ASSEMBLY A–2 (BANQUET HALL)

(NOT DESIGNED OR DESIGNATED AS A NIGHTCLUB PER 780 CMR AMENDMENTS 303.1.1 DEFINITIONS)

TYPE OF CONSTRUCTION VB (5B)

780 CMR TABLE 903.2 OCCUPANCY AUTOMATIC SPRINKLER REQUIREMENTS. A–2 (OTHER THAN NIGHTCLUBS) PROVIDE AUTOMATIC FIRE SPRINKLER SYSTEM THROUGHOUT BUILDING IF > 5,000 SF OR OCCUPANCY >100.

AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT ALL AREAS.

2009 IBC: TABLE 503 ALLOWABLE HEIGHT AND BUILDING AREAS

ALLOWED, 1 STORY, 40' & 6,000 SF PER FLOOR

2009 IBC 504.0 BUILDING HEIGHT
504.2 WITH AN AUTOMATIC SPRINKLER SYSTEM HEIGHT CAN BE INCREASED 1 STORY AND 20 FEET; ADJUSTED HEIGHT LIMITATION 2 STORY, 60'

ACTUAL BUILDING HEIGHT: 2 STORY, 34'–8"

ACTUAL BUILDING AREA:
FIRST FLOOR – 3,935 SF
SECOND FLOOR – 3,957 SF

TOTAL FLOOR AREA – 7,892 SF

EXTERIOR DECK & STAIRS – 1,035 SF

AREA MODIFICATIONS – NOT USED

2009 IBC: TABLE 601
FIRE–RESISTANCE RATINGS REQUIREMENTS FOR BUILDING ELEMENTS (VB)

PRIMARY STRUCTURAL FRAME – 0 HOUR
BEARING WALLS, EXTERIOR – 0 HOUR
BEARING WALLS, INTERIOR – 0 HOUR
NONBEARING WALLS & PARTITIONS EXTERIOR TABLE 602 >30' – 0 HOUR
NONBEARING WALLS & PARTITIONS INTERIOR – 0 HOUR
FLOOR CONSTRUCTION & SECONDARY MEMBERS – 0 HOUR
ROOF CONSTRUCTION & SECONDARY MEMBERS – 0 HOUR

2009 IBC: 717.3.3 DRAFTSTOPPING IN FLOORS IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM.

2009 IBC: 717.4.3 DRAFTSTOPPING IN ATTICS IS NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM.

2009 IBC: TABLE 803.9 INTERIOR WALL & CEILING FINISH REQUIREMENTS BY OCCUPANCY, USE GROUP A–2 SPRINKLERED
EXIT ENCLOSURES & EXIT PASSAGEWAYS – CLASS B
CORRIDORS – CLASS B
ROOMS & ENCLOSED SPACES – CLASS C

MEANS OF EGRESS

2009 IBC: OCCUPANT LOAD TABLE 1004.1.1 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT, ASSEMBLY WITHOUT FIXED SEATS UNCONCENTRATED TABLES & CHAIRS 15 SF NET

1ST FLOOR (52 OCCUPANTS)
MEETING ROOM 695 SF / 15 NET = 46 OCCUPANTS
CHANGING AREA = 4 OCCUPANTS
EMPLOYEES = 2

2ND FLOOR (152 OCCUPANTS)
FUNCTION ROOM 2,154 SF / 15 NET = 144 OCCUPANTS
KITCHEN/BAR = 8 OCCUPANTS
(FUNCTION ROOM & LOUNGE SEATING PROVIDED FOR 131 OCCUPANTS)

TOTAL OCCUPANT LOAD = 204 OCCUPANTS

OCCUPANCY PER ZONING BY–LAW PARKING REQUIREMENTS = 127 OCCUPANTS

EGRESS CAPACITY COMPONENTS
EGRESS WIDTH PER OCCUPANT WITH APPROVED AUTOMATIC SPRINKLER SYSTEM

2009 IBC: 1005 EGRESS WIDTH
EXCEPTION: MEANS OF EGRESS COMPLYING WITH 1028 ASSEMBLY

2009 IBC: 1028.6 WIDTH OF MEANS OF EGRESS FOR ASSEMBLY.
2009 IBC: 1028.6.1 WITHOUT SMOKE PROTECTION.

1 – 152 OCCUPANTS x 0.3 = 45.6"
2 – (NA)
3 – (NA)
4 – (NA)

CLEAR WIDTH PROVIDED 46"

2009 IBC: 1015.2.1 TWO EXITS OR EXIT ACCESS DOORWAYS
WHERE TWO EXITS ARE REQUIRED AND BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM THE EXITS SHALL BE PLACED APART EQUAL TO NOT LESS THAN ONE–THIRD OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE BUILDING.
DIAGONAL DIMENSION 95'–3" / 3 = 32'–0" ALLOWED, 72'–0" PROVIDED

2009 IBC: TABLE 1016.1 EXIT ACCESS TRAVEL DISTANCE
WITH SPRINKLER SYSTEM 250'–0", MAXIMUM LENGTH 64'–0" PROVIDED

780 CMR: ALL PUBLIC BUILDINGS SHALL BE DESIGNED TO BE ACCESSIBLE TO, AND FUNCTION AND SAFE FOR THE USE BY, PHYSICALLY DISABLED PERSONS, AND CONFORM TO THE REQUIREMENTS 521 CMR MASSACHUSETTS ARCHITECTURAL ACCESS BOARD'S RULES AND REGULATIONS

780 CMR: ENERGY EFFICIENCY
BUILDINGS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE INTERNATIONAL ENERGY CONSERVATION CODE 2009 (IECC 2009) WITH MASSACHUSETTS STATE BUILDING CODE 780 CMR BASIC/COMMERCIAL EIGHTH EDITION AMENDMENTS.

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759–9828
Fax (508) 759–9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN BOURNE MA COMMONWEALTH OF MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

BUILDING CODE ANALYSIS

REVISIONS

NO	DATE	DESCRIPTION
1	03-29-11	BC ANALYSIS & VESTIBULE
2	05-09-11	PER PLAN REVIEW

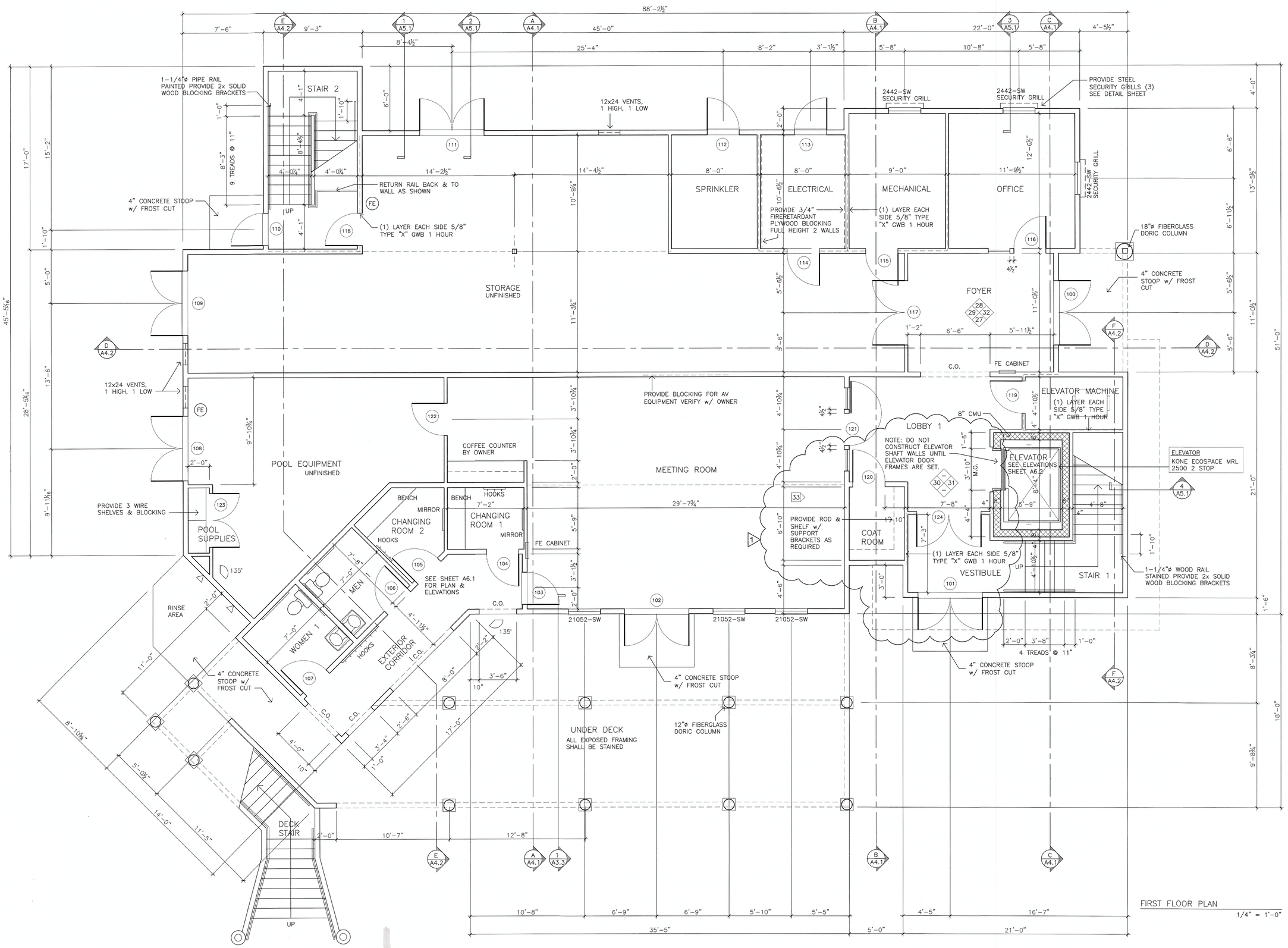
PROJECT NO.

DATE OF ISSUE 02-03-11

DRAWN BY: CHECKED BY:

DRAWING NUMBER

ID1.1



RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN No. 3746 COMMONWEALTH OF MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

FIRST FLOOR PLAN

REVISIONS

NO	DATE	DESCRIPTION
1	03-29-11	BC ANALYSIS & VESTIBULE

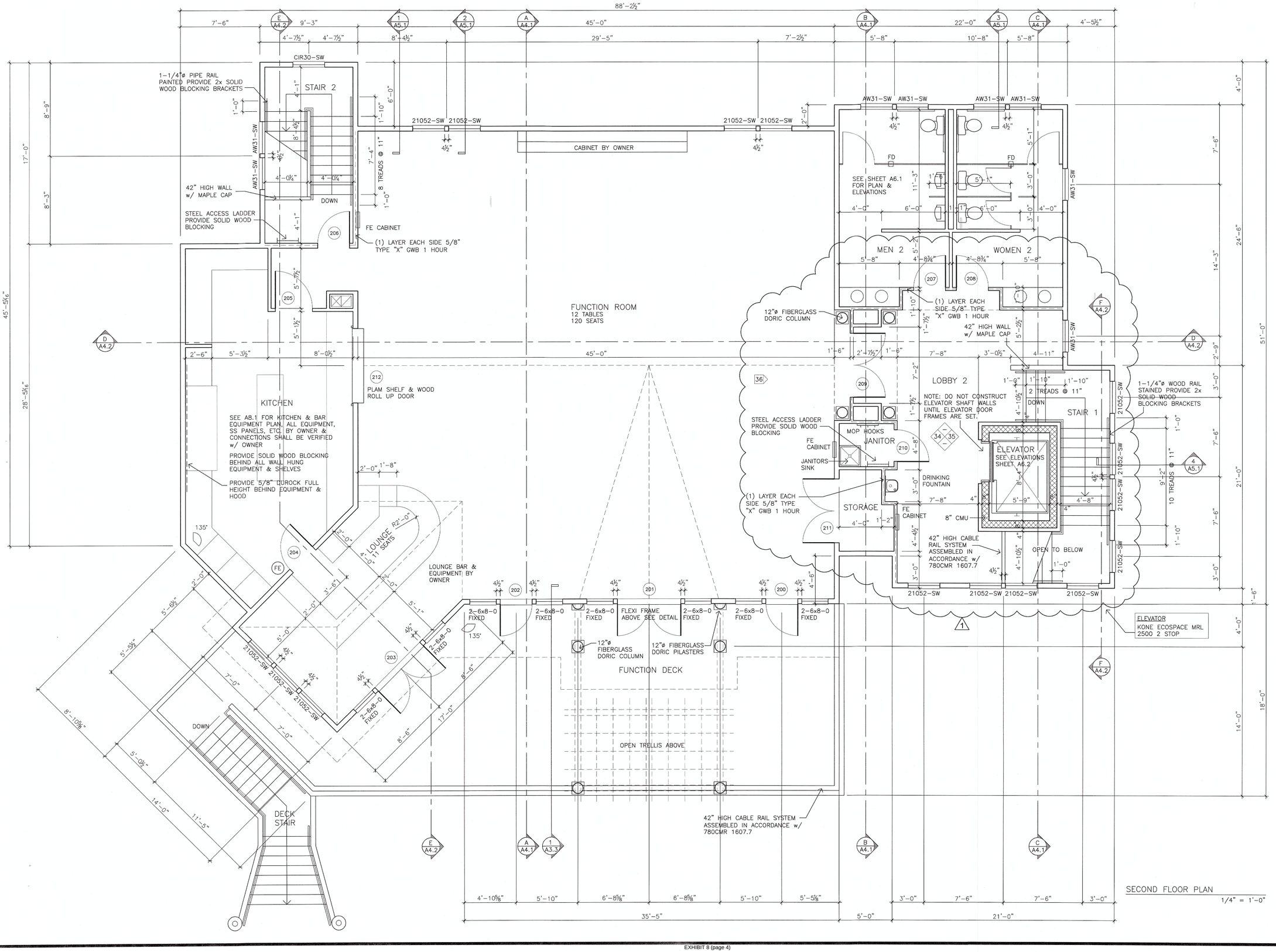
PROJECT NO.

DATE OF ISSUE 02-03-11

DRAWN BY: CHECKED BY:

DRAWING NUMBER

A1.1



SECOND FLOOR PLAN

1/4" = 1'-0"

EXHIBIT 8 (page 4)

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

SECOND FLOOR PLAN

REVISIONS

NO	DATE	DESCRIPTION
1	03-29-11	BC ANALYSIS & VESTIBULE

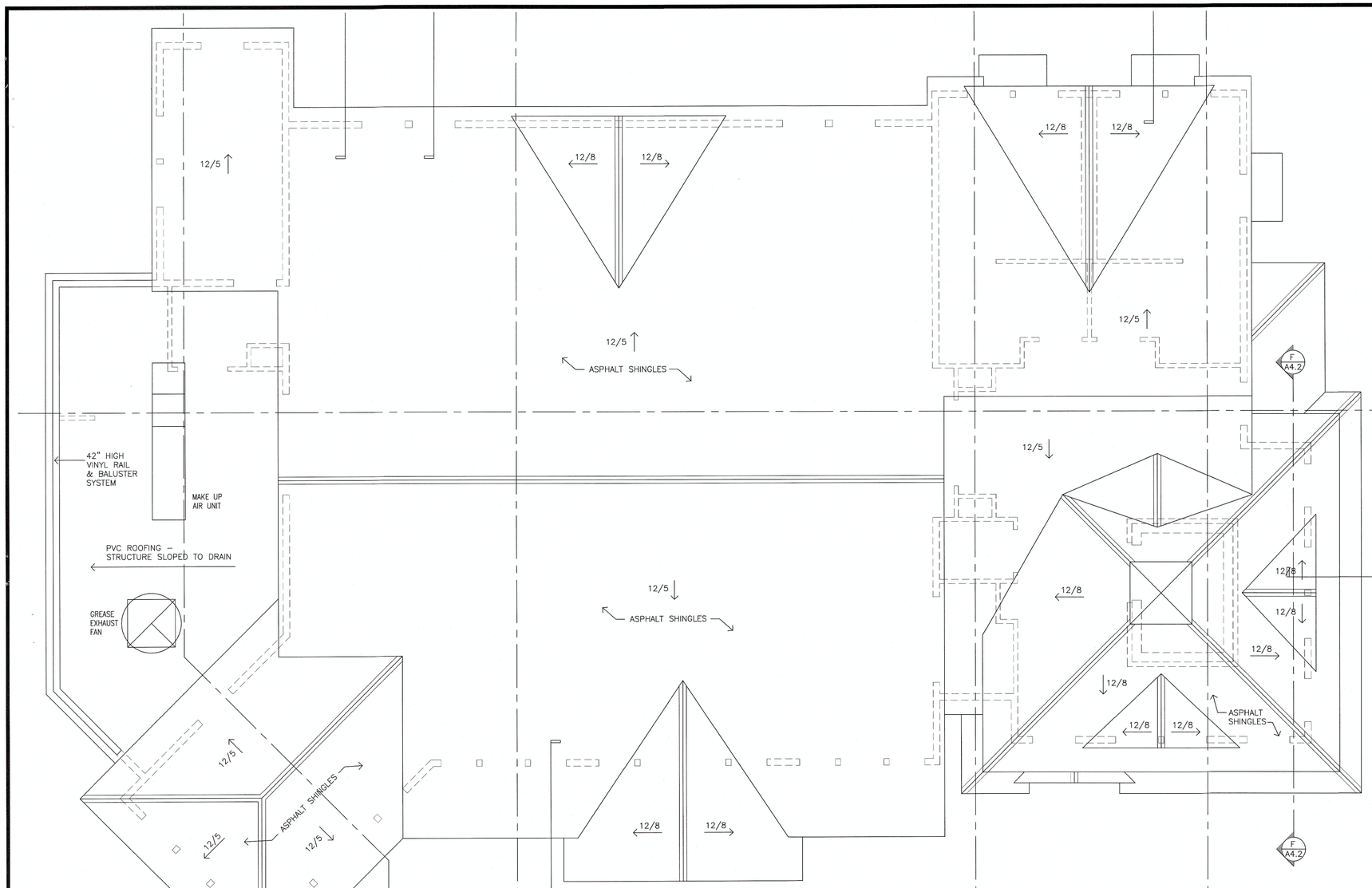
PROJECT NO.

DATE OF ISSUE 02-03-11

DRAWN BY: CHECKED BY:

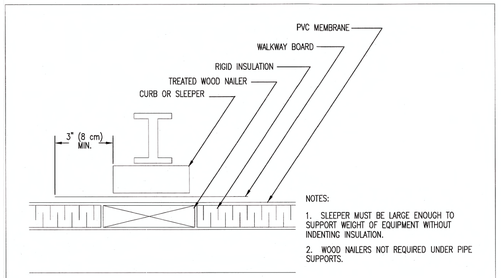
DRAWING NUMBER

A1.2

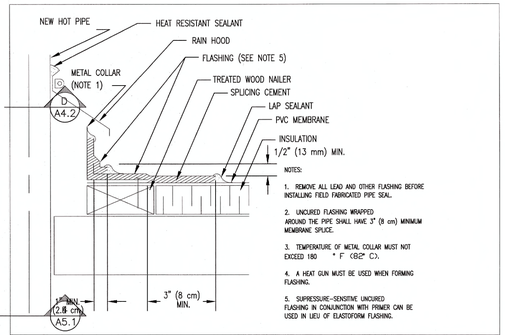


ROOF PLAN

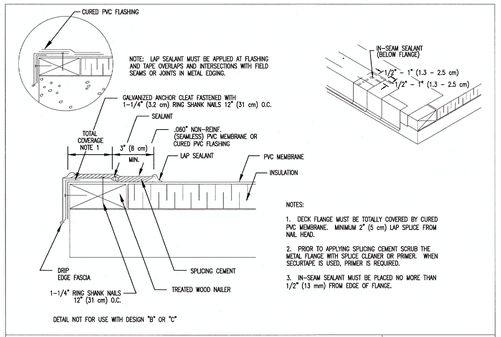
1/4" = 1'-0"



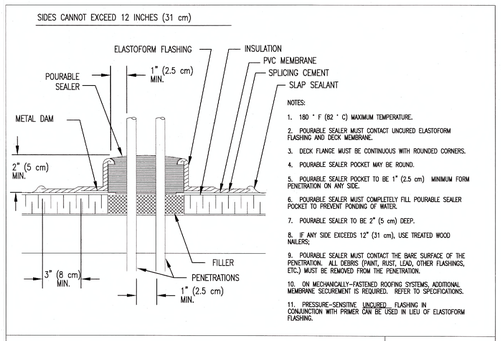
SLEEPER 1



FIELD FABRICATED NEW HOT STACK 2

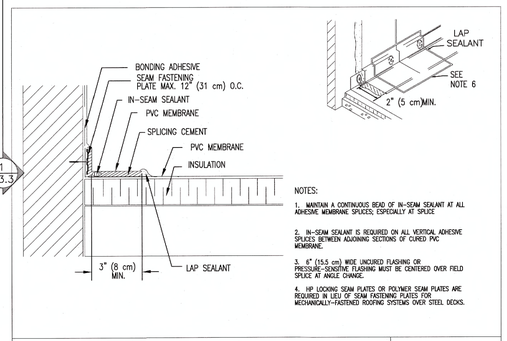


SURE-SEAL DRIP EDGE 3

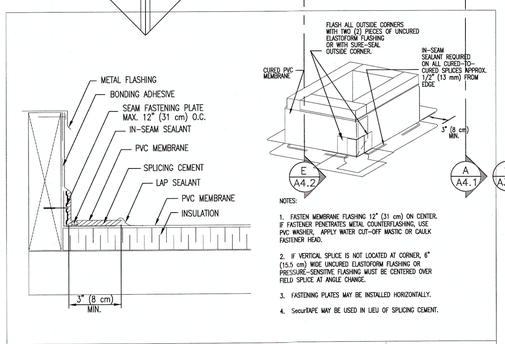


FIELD FABRICATED POURABLE SEALER POCKET 4

PRE-MOLDED VENT PIPE FLASHING 5



PARAPET/CURB CURED EPDM 6



CURB FLASHING 7

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.

FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN BOURNE MA COMMONWEALTH OF MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

ROOF PLAN

REVISIONS

NO	DATE	DESCRIPTION

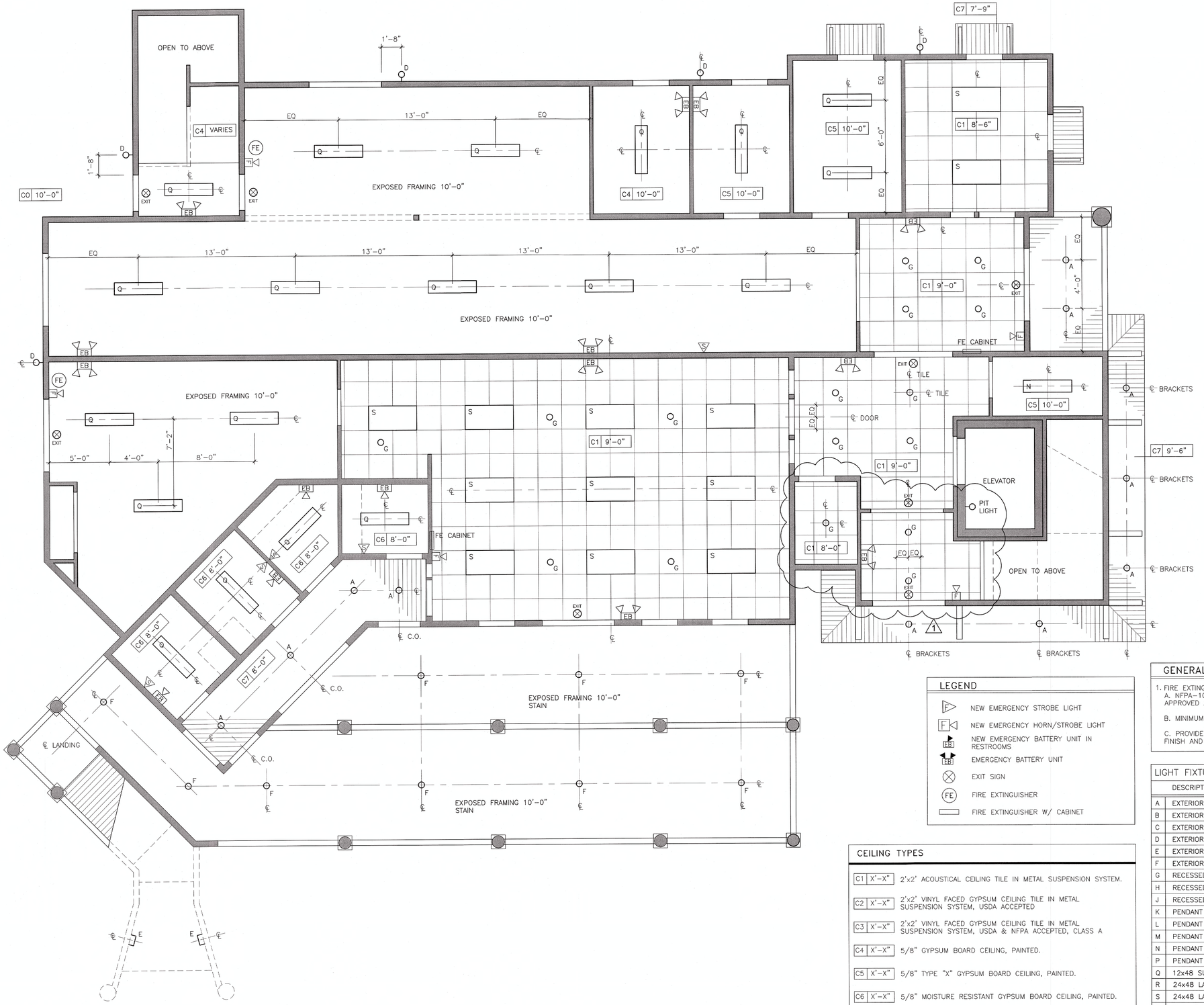
PROJECT NO.

DATE OF ISSUE 11-00-10

DRAWN BY: CHECKED BY:

DRAWING NUMBER

A1.3



LEGEND

- NEW EMERGENCY STROBE LIGHT
- NEW EMERGENCY HORN/STROBE LIGHT
- NEW EMERGENCY BATTERY UNIT IN RESTROOMS
- EMERGENCY BATTERY UNIT
- EXIT SIGN
- FIRE EXTINGUISHER
- FIRE EXTINGUISHER W/ CABINET

CEILING TYPES

C1 X'-X"	2'x2' ACOUSTICAL CEILING TILE IN METAL SUSPENSION SYSTEM.
C2 X'-X"	2'x2' VINYL FACED GYPSUM CEILING TILE IN METAL SUSPENSION SYSTEM, USDA ACCEPTED
C3 X'-X"	2'x2' VINYL FACED GYPSUM CEILING TILE IN METAL SUSPENSION SYSTEM, USDA & NFPA ACCEPTED, CLASS A
C4 X'-X"	5/8" GYPSUM BOARD CEILING, PAINTED.
C5 X'-X"	5/8" TYPE "X" GYPSUM BOARD CEILING, PAINTED.
C6 X'-X"	5/8" MOISTURE RESISTANT GYPSUM BOARD CEILING, PAINTED.
C7 X'-X"	VINYL VENTING BEAD BOARD.

GENERAL NOTES

1. FIRE EXTINGUISHER SHALL BE:
   A. NFPA-10 PORTABLE FIRE EXTINGUISHER AND IS APPROVED ABC MULTI-PURPOSE DRY CHEMICAL TYPE.
   B. MINIMUM OF 10 LB CAPACITY.
   C. PROVIDE RECESSED CABINET WITH BAKED ENAMAL FINISH AND SIGNAGE AS NOTED.

LIGHT FIXTURE SCHEDULE

	DESCRIPTION
A	EXTERIOR RECESSED DOWNLIGHT
B	EXTERIOR RECESSED DOWNLIGHT SLOPED CEILING
C	EXTERIOR PENDANT
D	EXTERIOR WALL SCONCE UP & DOWN
E	EXTERIOR WALL @ STAIR (SCONCE or RECESSED?)
F	EXTERIOR SURFACE CYLINDER
G	RECESSED DOWNLIGHT
H	RECESSED DOWNLIGHT SLOPED CEILING
J	RECESSED DOWNLIGHT w/ LENS
K	PENDANT
L	PENDANT (FUNCTION ROOM)
M	PENDANT (LOUNGE)
N	PENDANT (LOBBY 2)
P	PENDANT (STAIR 1)
Q	12x48 SURFACE FLUORESCENT
R	24x48 LAY-IN FLUORESCENT
S	24x48 LAY-IN FLUORESCENT
T	WALL FLUORESCENT
U	WALL SCONCE

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN Reg. No. 7487 U.S.A. COMMONWEALTH OF MASSACHUSETTS

COPYRIGHT

THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT FEBRUARY 3, 2011

DRAWING TITLE

FIRST FLOOR REFLECTED CEILING PLAN

REVISIONS

NO	DATE	DESCRIPTION
1	03-29-11	BC ANALYSIS & VESTIBULE

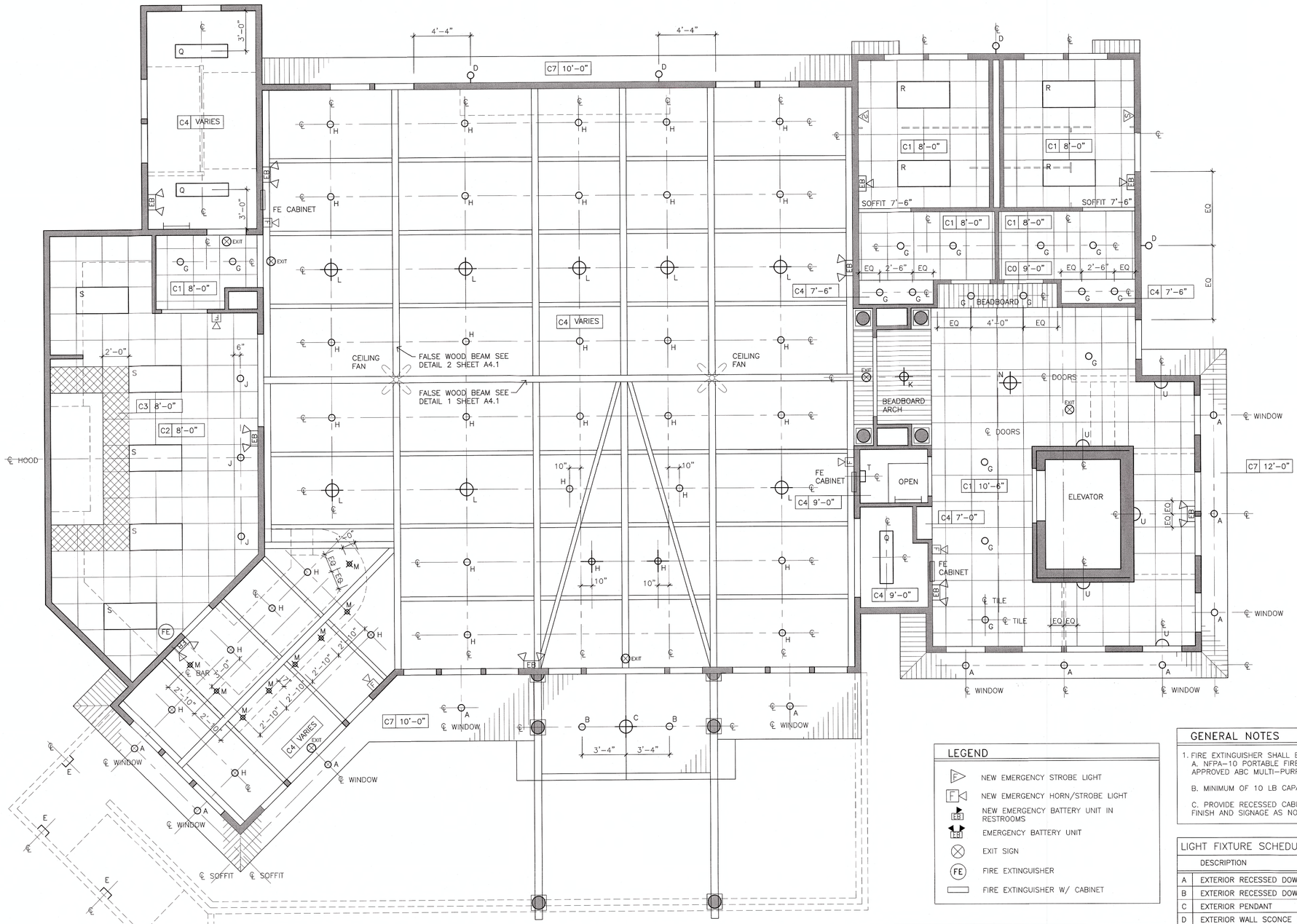
PROJECT NO.

DATE OF ISSUE 02-03-11

DRAWN BY: CHECKED BY:

DRAWING NUMBER

A2.1



LEGEND

- NEW EMERGENCY STROBE LIGHT
- NEW EMERGENCY HORN/STROBE LIGHT
- NEW EMERGENCY BATTERY UNIT IN RESTROOMS
- EMERGENCY BATTERY UNIT
- EXIT SIGN
- FIRE EXTINGUISHER
- FIRE EXTINGUISHER W/ CABINET

CEILING TYPES

C1 X'-X"	2'x2' ACOUSTICAL CEILING TILE IN METAL SUSPENSION SYSTEM.
C2 X'-X"	2'x2' VINYL FACED GYPSUM CEILING TILE IN METAL SUSPENSION SYSTEM, USDA ACCEPTED
C3 X'-X"	2'x2' VINYL FACED GYPSUM CEILING TILE IN METAL SUSPENSION SYSTEM, USDA & NFPA ACCEPTED, CLASS A
C4 X'-X"	5/8" GYPSUM BOARD CEILING, PAINTED.
C5 X'-X"	5/8" TYPE "X" GYPSUM BOARD CEILING, PAINTED.
C6 X'-X"	5/8" MOISTURE RESISTANT GYPSUM BOARD CEILING, PAINTED.
C7 X'-X"	VINYL VENTING BEAD BOARD.

GENERAL NOTES

1. FIRE EXTINGUISHER SHALL BE:
   A. NFPA-10 PORTABLE FIRE EXTINGUISHER AND IS APPROVED ABC MULTI-PURPOSE DRY CHEMICAL TYPE.
   B. MINIMUM OF 10 LB CAPACITY.
   C. PROVIDE RECESSED CABINET WITH BAKED ENAMAL FINISH AND SIGNAGE AS NOTED.

LIGHT FIXTURE SCHEDULE

	DESCRIPTION
A	EXTERIOR RECESSED DOWNLIGHT
B	EXTERIOR RECESSED DOWNLIGHT SLOPED CEILING
C	EXTERIOR PENDANT
D	EXTERIOR WALL SCONCE UP & DOWN
E	EXTERIOR WALL @ STAIR (SCONCE or RECESSED?)
F	EXTERIOR SURFACE CYLINDER
G	RECESSED DOWNLIGHT
H	RECESSED DOWNLIGHT SLOPED CEILING
J	RECESSED DOWNLIGHT w/ LENS
K	PENDANT
L	PENDANT (FUNCTION ROOM)
M	PENDANT (LOUNGE)
N	PENDANT (LOBBY 2)
P	PENDANT (STAIR 1)
Q	12x48 SURFACE FLUORESCENT
R	24x48 LAY-IN FLUORESCENT
S	24x48 LAY-IN FLUORESCENT
T	WALL FLUORESCENT
U	WALL SCONCE

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN 8,478 COMMONWEALTH OF MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

SECOND FLOOR REFLECTED CEILING PLAN

REVISIONS

NO	DATE	DESCRIPTION

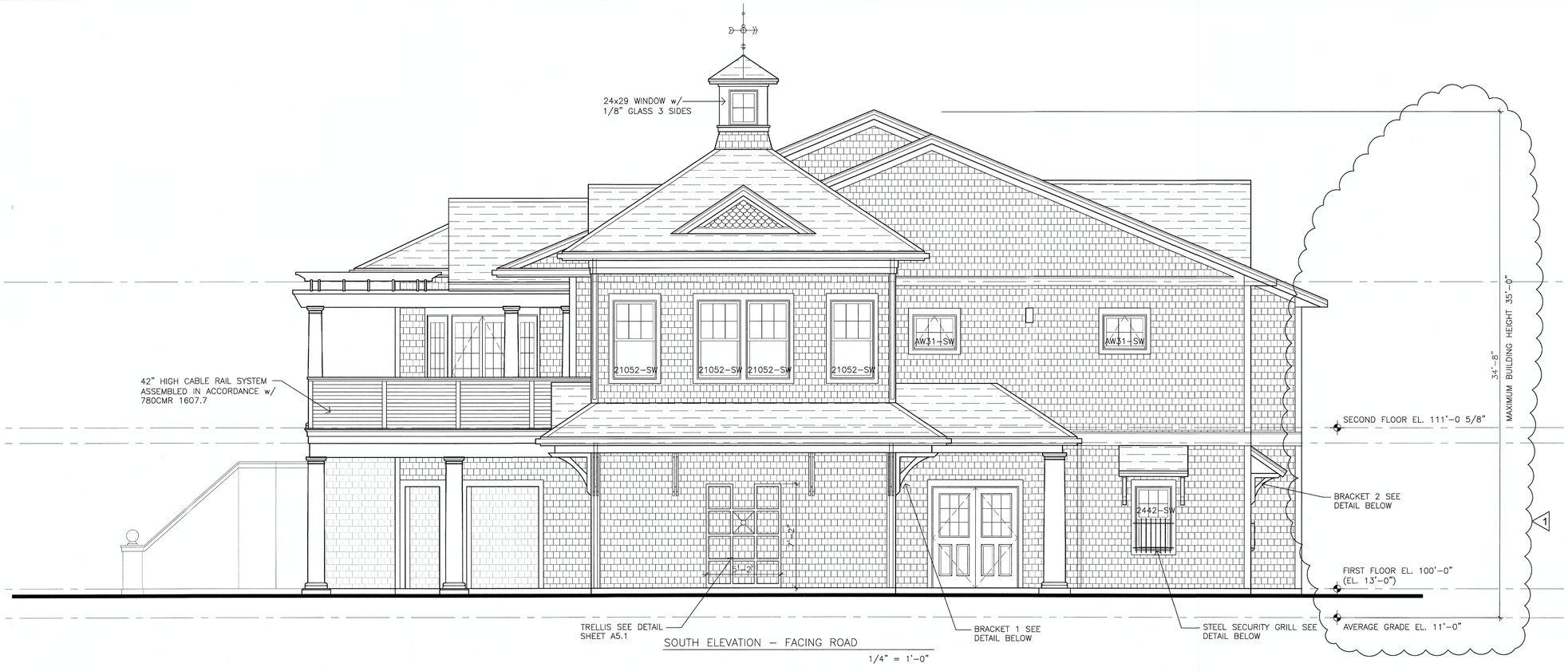
PROJECT NO.

DATE OF ISSUE 11-00-10

DRAWN BY: CHECKED BY:

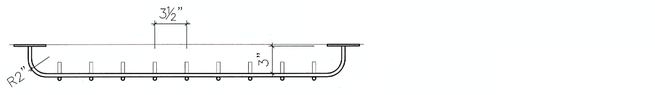
DRAWING NUMBER

A2.2

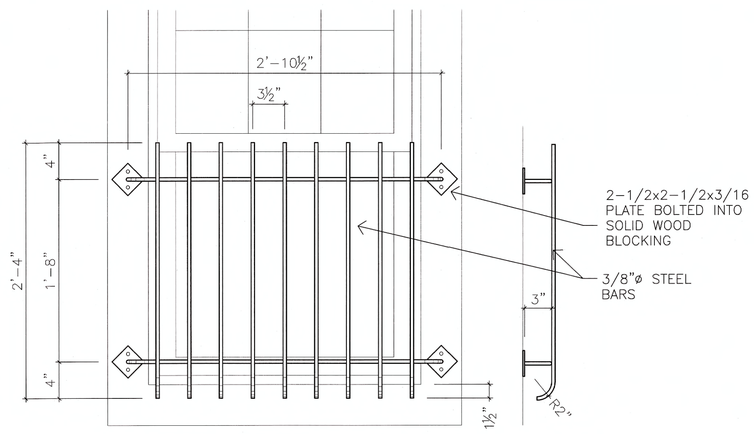


SOUTH ELEVATION – FACING ROAD

1/4" = 1'-0"



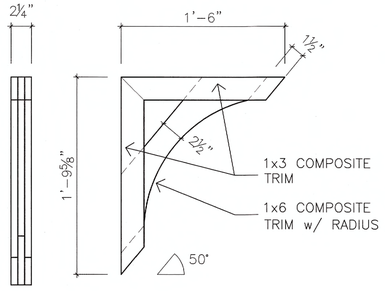
PLAN



FRONT ELEVATION SIDE ELEVATION

SECURITY GRILL DETAIL

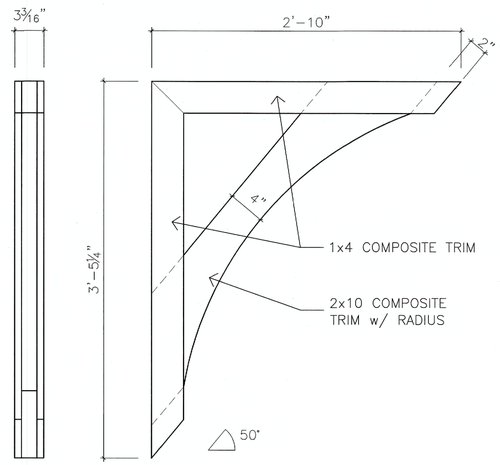
1-1/2" = 1'-0"



FRONT ELEVATION SIDE ELEVATION

BRACKET 2 DETAIL

1-1/2" = 1'-0"



FRONT ELEVATION SIDE ELEVATION

BRACKET 1 DETAIL

1-1/2" = 1'-0"

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SIROONIAN

PROJECT

CLUBHOUSE

SEACOAST SHORES ASSOCIATION, INC.

FALMOUTH, MASSACHUSETTS

REGISTERED ARCHITECT GREGORY B. SIROONIAN No. 03748 MASSACHUSETTS

COPYRIGHT

THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE, BY COMMON COPYRIGHT, THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY. IT IS ISSUED FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

ISSUED FOR PERMIT
FEBRUARY 3, 2011

DRAWING TITLE

EXTERIOR ELEVATIONS

REVISIONS

NO	DATE	DESCRIPTION
1	05-09-11	PER PLAN REVIEW

PROJECT NO.

DATE OF ISSUE 02-03-11

DRAWN BY: CHECKED BY:

DRAWING NUMBER

A3.1

SCAN SEACOAST SHORES ASSOCIATION NEWSLETTER

Website: www.seacoastshores.com FALL 2007

SSAI, PO BOX 768, East Falmouth, MA 02536 Clubhouse Phone: 508-540-7411

- **Bob Barker elected President**
- **Joe Apicella our role-model for neighborhood volunteering**
- **PPC Clubhouse and Recreation Amenities Project off to a great start**

See story inside

PRESIDENT'S LETTER

Dear Seacoast Shores Association Members,

My wife Evelyn and I live at 364 Edgewater Drive East and we have owned this home since 1987 and bought our first home in Seacoast Shores in 1984.

We have 5 grown children and 12 grandchildren and have been married 53 years. Evelyn is active in Encore; quilting; Dirt Diggers and her book club.
I'm into sailing (I have a 100 ton USCG license and charter my 36' sailboat); Falmouth Theatre Guild; men's book club… etc.
We lead busy lives.

I'm honored to have been elected President of the Seacoast Shores Association, and will do my best to carry-on the fine example set by my predecessor Joe Apicella; who worked tirelessly to "improve the quality of life in Seacoast Shores." Joe also left me with a very big pair of shoes to fill, and I can't do it alone. We need - no, we must have the help and support of every member - new or old. We have a lot of tasks and opportunities on our plate; the proposed new clubhouse, pool and tennis court project; building a greater sense of community; getting to better know our neighbors; maintaining our new beach; cleaning up our neighborhood; keeping the front entrance looking beautiful.... etc. The list goes on and on.

My message: Please get involved; volunteer a small portion of your time and skills. Remember; you'll get more out of the Association by getting involved. Put part of yourself back into your community.

Best regards,

Bob Barker
e-mail: boatsfun@comcast.net

VOLUNTEERING

Can you provide 10 hours a year? It will make a difference !!!

WEB SITE

It's at www.seacoastshores.com
There is a wealth of information and its new format makes it easier to use.

EDITOR'S CORNER

At the Annual Meeting on 7/14/07 Bob Barker was elected President of Seacoast Shores Association. He brings his valuable experience as a long-time BOD member, Treasurer and VP to the leadership job. Congratulations and Best Wishes to Bob!

Joe Apicella leaves the executive post after 5+ years as President. Thank you Joe for a job well done !!!
Joe was presented an engraved plaque by the BOD that high-lighted his leadership and many years of service to Seacoast Shores.

What does it mean to be a volunteer in your neighborhood? Just look at what Joe has done over the past 5 years as our leader. He has "walked the talk." When there was work to be done or critical issues to be resolved he was there leading the work groups or leading the discussions necessary to provide solutions for the issues.

He is a "role model" for volunteering within our neighborhood of Seacoast Shores.

I am repeating the highlights of the past 5 years from Joe's previous letter because they clearly show what involved members, member's contributions, an active BOD and effective leadership can accomplish.

Joe stated that the highlights were also listed "to encourage those of you who love Seacoast Shores to find a way to volunteer just a small amount of time. There's been a lot accomplished, but there's so much more we can do."

Highlights:

- Association beach re nourished
- Scholarship fund established
- Front entrance landscaping
- Right of ways clearly signed and monitored
- Stability in the Association
- New activities at the clubhouse for adults and children
- Estuary explorers program.
- More active and successful Neighborhood Watch
- Improved web site
- Regular issues of the SCAN
- Town by laws changed to prohibit accessory apartments on lots less than 15,000 sq-ft
- Successfully appealed a ZBA decision on accessory apartments and set a legal precedent
- Property Planning Com. established to renovate clubhouse and grounds
- Advantage Partners
- Established our mission statement to ***Enhance The Quality of Life for All Seacoast Shores Residents***

Now we are embarking on a new and exciting initiative that was presented at the 7/14/07 Annual Meeting by the PPC. The Marketing Phase of the New Clubhouse, Landscape and Amenities Project received an overwhelming vote of approval by the membership. Let's get behind this project and improve our neighborhood even more.

Several realtors have informed us that the value of houses owned by members that have committed to an Investment Share will increase by 5%-15%. In addition to Investment Shares that cover the building and site improvement costs the opportunity to contribute to a Legacy Club is being proposed that will provide limited naming rights for various areas within the new complex. It's exciting stuff! We are making a major improvement to our "jewel" Seacoast Shores.

The Editor

PROPERTY PLANNING COMMITTEE (PPC)
Update:

A little over two years ago the membership asked the Board of Directors (BOD) to investigate a way to make better use of the building and just under 2 acres of property the Association owns around the club house at the southern end of the Seacoast Shores peninsula. As I am sure you are aware, the PPC was formed to develop a plan and raise the money to fund the plan. In July of this year the membership voted overwhelmingly to approve the plan and begin raising the capital to make the project happen, which we have termed the "marketing period."

We are thrilled with the response we have received in the marketing period. As I write this update, we have 135 members who have verbally committed to becoming an equity member, 100 of whom have followed through with a deposit check for $500 and a signed letter of intent LOI. We have more commitments every time we get the mail! Below are the first 100 "visionary" neighbors who have stepped up and said I want to make this investment to improve my quality of life, the value of my property and Seacoast Shores as a community:

Anderson, Rebecca and Peter; Antonellis, Carmine; Apicella, Joseph & Patricia; Bacon, Paul & Kathy; Barker, Robert & Evelyn; Barrett, Lawrence & Corrine; Bingel, Joseph; Bouvier, Phillippe & Eleanor; Brady, Colleen; Callow, Brian & Sheila; Camarata, Anna; Carey, Cheryl; Caserta, Vincent; Champagne, Constance; Collins III, John & Linda; Copley, Brian & Kristine; Coriaty, Nabil; Crawford, Paul & Linda; Cressey, Wendy and Andrew Fournier; Crocker, Bristol B. & Mary; Cusack, Kevin & Betsy Corsiglia; Cutone, Ellen; Davis, William & Elizabeth; De Sotomayor, Rodolfo & Victoria; Demopoulos, James & Kendra; D'Eon, Carolann & Robert; DePaolo, Pat & Phyllis; DiCecco, James & Rhonda; Donnelly, Steven & Marie; Dooley, John & Melissa; Doucette, Paul & Marlene; Dwan; Erikson, Gertude; Ewing, Myrna E & George Benzie; Fitzgerald, Dennis & Roberta; Frawley, Daniel & Arlene Schubert; Frawley, Georgia; Fritz, Robert & Marianne; Galvin, Craig; Ganim, Carolyn; Gerry, Elizabeth; Gorgone, Frank & Brenda; Greve, Timothy & Debbie; Greymont, Robert & Sally; Griffin, Michael & Maureen; Guilfoyle, Debra; Gushue, John J. & Denise; Hammel Jr., William & Sandra; Hanna, Michael and Beverly; Hickey, Jane & Daniel; Hildreth, Thomas & Judith; Khan, Nasir & Kay; Kovalcik, John & Claire; Langan, Peter & Lisa; LeBeau, Larry & Mary; Lewis, Edward; Loftus, Jocelyn; Losi, Paul & Priscilla; MacAuley, Bruce; Malo, Brian & Lilian; Martino, Cheryl & Tony; McDonald & Paul Families; McLaughlin, Robert & Mary Ann; Miller, Timmie Maine and Kim Miller; Minaudo, G Stephen; Murphy, Kathryn J.; Navickas, William & Joan; Neal, Peggy & Kim; O'Regan Jr, Patrick; Palmer, Larry & Pam; Patrick, Olive; Pemberton, Benita; Philbrick, Robert & Darlene; Procek ,Matthew E; Rabidou, Harry & Palma; Rodger, Richard & Linda; Rosato; Rusinski, William & Marilynn; Sette, Richard & Jeanmarie; Sette, Richard F. & Paula A.; Shaw, Linda; Sherman, Gary & Linda; Shuris, Harry D & Russo, Maria; Smith, David & Patricia; Smith, Gordon E. & Linda C. Nicholson; Sullivan, Mark & Rose; Szuplat, Stach & Margaret; Tadros, Maher & Madeleine; Testa, Joseph F; Tobias, John & Joyce; Touhey, Michael & Maureen; Valera, Charles; Viola, Peter and Lee; Walsh, Donna; Whelan, Denim/Stephanie; White, Lewis; Wilson, John R & Mary C; Yuen, Richard & Janice N; Zaros, James C; Zarsky, Drs. Edward & Leona;

The PPC wishes to thank these people for committing early in the process. For those who have verbally committed, we appreciate your commitment and look forward to you following through with a deposit and LOI.

There is still time to get in on the special incentives we have put in place. The first 100 non-BOD and non-PPC members to commit will have their name in a drawing for a 1 in 100 chance to receive their deposit back, reducing their equity investment by approximately 11%. While we have 100 LOIs in at this time, several of them are BOD and/or PPC members. As such, there are a few spots left on the first incentive.

The second incentive came about as a result of the suggestion of several people at our series of presentations. The first 200 people to commit to this project, with a deposit check and signed LOI, receive a 1 time option to buy into the clubhouse at a new property in Seacoast for the marketing period price of $4,500. Do you have an ambition to relocate inside of Seacoast? Do you think you may want to buy property in Seacoast for a family member? Perhaps you are thinking of taking advantage of the weakness in the real estate market by purchasing a rental property in Seacoast. If you answered yes to any of the previous suggestions, then this incentive should be particularly attractive to you. The value is created because after the marketing period ends, the cost of equity membership will jump to $11,250 and escalate each year at the inflation rate (CPI).

The value of this project to your quality of life, your property value and to the Seacoast Shores community is clear. The incentives we have developed compel you to get in early. If you need a LOI you can pull it off the SSA website, www.seacoastshores.com. Let's continue to build on the momentum of improving our neighborhood and making

Seacoast one of the most desirable places on Cape Cod. Thank you.

Dave Smith for the PPC

NEIGHBORHOOD WATCH

The Neighborhood Watch meetings are on the third Tuesday of the month beginning at 7 P.M. at the clubhouse.

This past year has seen some highs and lows with the Neighborhood Watch Committee. Some of the highs have been an increase in monthly attendance and more calls being made to the Falmouth Police regarding complaints of residents. Along with the calls some of the lows include the very late call-in by hours or even days before some issues are being reported. Also included in both highs and lows is a noticeable decrease in the speeding of vehicles on the Boulevard and the lack of funding to continue the police details. We are certainly an Association in transition with the proposed Clubhouse project and hopefully this will stimulate a renewed interest in all aspects of "quality of life issues" here at Seacoast Shores. Pride in our neighborhood is a critical component for up-grading our "Quality of Life."

Residents are the eyes and ears of the community and we encourage you to call your local police with concerns about suspicious activities, illegal dumping, and unauthorized use of community assets, speeding vehicles, unregistered vehicles or other reportable offenses.

Call the non-emergency Falmouth Police phone number **508-457-2527**

For true emergencies like a heart attack, car accident, fire, drowning….etc.

Call **"911"** Thank you for your support,

Frank Gorgone

OPEN FIRES

Open Fires are not allowed this time of year in Falmouth. During January 15th – May 1st a property owner may apply for a permit for an Open Fire to burn the tree branches that have fallen during the winter.
Leaves, newspapers, trees that have been cut down, household trash, household debris and construction debris cannot be burned in an open fire. Open Fires are allowed primarily for the farmers in Falmouth.

If you are granted a permit (they are usually very difficult to obtain in residential areas) then you must call-in to the Fire Dept when you plan to burn; you must have a means of extinguishing a fire; it must be at least 75' from any structures (houses, garages, sheds…etc.); and you cannot burn on any sidewalks or streets.

To report an Open Fire call the **Falmouth Fire Dept Dispatcher at 508-495-2501**

I would like to thank the Falmouth Fire Dept. Fire Prevention Officer Mel Trott for providing me with this information.

Dick Sette

AT THE BEACH

I'm happy to report another spectacular summer at our beach. It seemed that the beach was used more this year than in the past. One thing is asked of all residents, please be vigilant in abiding by and promoting all the posted BEACH RULES. If you see someone violating a rule, please say something to the individual, for this is how we all can protect our valuable resource.

This year's new regulatory buoys have worked out well for both swimmers and boaters.
Have you seen the current copy of the Falmouth Chamber of Commerce 07 Summer Visitor Guide? You can find a picture of our beach in there, as part of the scenic Falmouth village section.
Well have a great day, and I hope to see you all at the beach.

Tom Rodger
Beach Committee

LANDSCAPE CONTEST WINNERS*

*Must be members of SSAI
Annual Landscape Contest 2007

1st Place $125; 2nd Place $75; and 3rd Place $50. Gift Certificates to Mahoney's Garden Center one of our Advantage Partners

1st Place - Ellen Cutone – 295 Edgewater Dr E
2nd Place – Kathleen Casey/Tom Noonan – 150 Edgewater Dr E
3rd Place – Joan Mullen – 15 Seaspray Dr

LANDSCAPING - THANK YOU

- The volunteers that assisted us with the June clean-up and the weekly watering of the front entrance, without your help we couldn't do what we do
- Joan Mullen for your continued and unselfish work at the front entrance that keeps it neat and clean
- Harry Rabidou for your excellent grass-cutting May-Oct at the front entrance; the entire blvd strip; the beach entrance and the clubhouse
- Bob Greymont for sharing with us your extensive knowledge about trees and shrubs
- Arlene Schubert our Team Leader for providing enormous hours at the front entrance. The addition of the colorful annuals added a lot. Thank you for all that you do
- To Derek and Daulton for assisting their Mom
- To the 3 new judges for the landscape contest. Their names will remain anonymous. A special thank you for the many hours that you committed to selecting this years winners
- To all of our members that contribute to the Landscape Fund. We couldn't do what we do without your support.

Unsolicited article

New Clubhouse Project

As you've probably heard, there is a new clubhouse project for Seacoast Shores. This project promises to vault our community beyond its current status of a very nice place to live to a place where people aspire to live. We're being told it will bring our community together by providing us with a new pool, tennis court and a more robust offering of events. We're also being assured this is a "can't lose" project and not only will we benefit personally but there will be a financial windfall. Can all of this be true?? The simple answer: YES!

Now you're wondering who would say such a thing and why? Well, I am just like you: I am not connected to this project in any way other than being a homeowner in Seacoast Shores. I work hard for my money and don't have barrels full to throw at every impulse I have. And I certainly don't want to be the fool who is easily parted from his money. Here's why we can all rest assured that at $4,500 this is a winner of a project and we'll never regret it for a second.

First and foremost, if you send in your commitment check for $500 and the project never gets off the ground, you don't lose a dime, the full deposit is returned. This means the people who have been presenting, preparing documents, soliciting commitments door to door and sacrificing countless hours are doing it for FREE due to their belief that this project is second to none. If the project does fulfill its commitment quota it gets even better! Not only can you satisfy your commitment over the course of 5 years ($900 per) but also if you pay the full balance up front, there is a 5% ($225) discount. This money is an instant break-even. If the clubhouse is built you have a $4,500 share of a tangible asset that has no long term debt. No debt is very significant, especially with the mortgage turmoil these days. That's right, you own a piece of this wonderful new complex at a very low price. After the original 'Marketing Phase" is closed (i.e. 300 people commit, which will fund the entire project) the expected cost to join will then be $11,250 (2.5 times

MORE than the original cost). This 150% increase is our gain in property value even if we never visit the complex and remain an Investor Member. Where else can you get this return? The stock market? Perhaps the Lottery or scratch tickets? Good luck. You don't want to wait to commit because if you do you'll have to pay the 150% premium for allowing the Marketing Phase to lapse.

What else can this project provide aside from all of the financial benefits just mentioned? It brings us together as a community, providing a top-notch place for our kids, grandkids and us to enjoy. The recreational facilities will be a central location where we can get to know each other, create friendly competition and get some exercise. It's safe to assume that we all want the best community environment for our families and ourselves but we just didn't know how to get there. This clubhouse is the way. We'll become a tight-knit community because now our neighbors will be more than a passing acquaintance or someone we extend a cordial hand-wave to from across the street, they'll become our friends. We'll all take pride in our accomplishment of creating this complex, better yet, we'll take pride in becoming friends.

The new clubhouse will have something for everyone, young, old, summer folks, year-rounders, grandparents, grandchildren and everyone in-between. This is the type of project that can't fail once we are committed. Our tangible reward is a beautiful new complex, but the intangibles are just as important - the elevated status of Seacoast Shores as a community and most importantly, turning neighbors into friends.

Your Neighbor

James Demopoulos

CPI

What is the CPI? The Consumer Price Index measures changes in the price of consumer goods and services used by Shoppers in the United States. Prices for 80,000 items, ranging from groceries to dental services, are checked each month.

Who compiles the index? The U.S. Bureau of Labor Statistics compiles the data with the help of 350 economic assistants around the country.

What significance does it have? The CPI can result in changes to Social Security payments, food stamp benefits, pension payments and even some labor contract increases.

When is it issued? The next CPI report, which will include August data, is scheduled for release September 19, 2007.

Where is it available? Try this web site www.bls.gov/cpi/#data

KIDS BINGO 2007

Another summer season of Kids Bingo has come to an end. We had an awesome crowd of children and adults each week during the months of July and August.

Seacoast Shores' clubhouse was buzzing with enthusiasm on Monday nights. A fun time was had by all who attended. Some nights the kids were so excited they arrived a half hour early and helped set up the room!!

We would like thank all who came and express our gratitude to all who helped out. You have all made kids bingo a special summer time event.

Diane Rodger & Donna Moritz

MEMBERSHIP

SSAI needs your help. Please encourage your friends and neighbors to renew their membership. We are at 379 members for 2007. There are still ~25 residents that were members last year that have not renewed as of press time. Be sure to share all the reasons why you value our community and ask them to support our continued efforts to keep Seacoast Shores a safe and desirable place to live. Membership applications are available on our web site www.seacoastshores.com. Please fill

one out and return it with your check for the dues. Please contribute to the funds of your choice. Please do it today. Thank you.

Debbie Greve Membership Committee

ADVANTAGE PARTNERS CONTACT INFO

You must show your 2007 SSAI Membership Card at the time of purchase to obtain a discount

Avon
c/o Karen Lane
53 Tobey Ln.
East Falmouth, MA 02536
508-360-2714

Beechwood Mortgage
c/o Lillian Malo
130 Trapelo Road
Belmont, MA 02478
617-484-7955 x204
www.beechwoodmortgage.com

Cape Cod Boaters Co-op
c/o Frank Sheehan & Captain Bill Russell
PO Box 1433
Pocasset, MA 02259
Non mailing address - 25 Foster Howard Rd
508-563-1330
www.capecodboaters.com

Falmouth Bait & Tackle
258 R
Teaticket Highway (opposite McDonalds)
508-457-0700
c/o Mr. Richard Generazio
381 Edgewater Drive East
E. Falmouth, MA 02536

Havey Studio, by the Harbor
c/o Ron Havey
44 Scranton Avenue
Falmouth, MA 02540
508-540-5667
haveyphoto@aol.com
www.haveyphotostudio.com

Rockland Trust
c/o Dan Picha
508-732-3744
daniel.picha@rocklandtrust.com

Rocky's Gym & Fitness
c/o Ruth Parsons
610 East Falmouth Hwy.
East Falmouth, MA 02536
508-540-0018

Pizza 1 & Subs 2
c/o Dave
735 East Falmouth Hwy.
East Falmouth, MA 02536
508-457-1212

The UPS Store
c/o Sarah
775 East Falmouth Hwy.
East Falmouth, MA 02536
508-540-5100
Store5232@theupsstore.com

Nick's Lawn Service 508-495-3223

Pies a la mode
352 Main Street – unit #4
508-540-8777
piesalamode@yahoo.com

Hamilton & Hamilton, P.C.
781-894-8700
chamilton@hamiltonlaw.us
lhamilton@hamiltonlaw.us

Mahoney's Garden Center
Rte 28
East Falmouth

ADVERTISEMENTS

If you would like your business advertised in the SCAN please send your advertisement or business card and a check for $25. To SSAI, PO BOX 768, East Falmouth, MA 02536, Attn: SCAN ADS
The advertisement will be posted in the next issue.

MORTGAGE INDUSTRY UPDATE

A professional lender's viewpoint

Lenders closing daily? A credit crunch? The stock market volatile? What is going on you say and why?

The mortgage industry is currently experiencing an unprecedented liquidity crisis. To understand how the credit crisis began, it is necessary to know how the industry operates and is linked to secondary markets.

When a bank or lender issues a mortgage, it becomes an asset they can sell to other investors for profit. These are secondary market investors like Fannie Mae and Freddie Mac (the two largest) along with other financial institutions. By selling the asset, the lenders replace the funds lent out to use for another loan. The secondary market investors package these mortgages as securities or bonds for Wall Street investors such as mutual fund companies. There are also warehouse lenders, who provide lenders interim financing until they sell off their loans to the secondary market, which can typically take 1 – 60 days.

The beginning -- The rise in real estate values created a need to develop more affordable products for consumers. Wall Street investors looking for high returns began looking for more mortgage products to buy.

Competition was the impetus for lenders to continue to develop more new products to sell which were sweetened by looser guidelines, low introductory teaser interest rates and sub-prime offerings. Greed drove the trend on Wall Street also. Investors wanted more risky products to sell in hopes of high returns.

Consumers fueled the issue by taking on loans they could not really afford. With rapid property appreciation borrowers could refinance out if need be. Some would repeatedly refinance to take cash out of their home. Others bought more house than they could normally afford with the low teaser rates.

The ending -- The housing market slowed down and double digit appreciation turned into declining values. Sub-prime borrowers could no longer refinance out of their financial woes and foreclosures started to rise.

When this started, Wall Street stopped buying risky loans. The secondary market stopped buying and some even forced lenders to buyback these sour loans. The securities started losing value on the stock market. Lenders were left with warehouse lines they could not sell off. Some were even forced to buy back loans from investors vs. funding new ones; hence a liquidity crisis began and as a result some lenders had to shut their doors. Some borrowers were even left at the close table with no funds.

A "run on the banks" caused by Wall Street.

Based on Federal Reserve statistics, 15% of US banks began tightening their underwriting guidelines at the end of '06, but it may have been too late. Throughout '07, guidelines tightened even more so and changed on a daily basis. According to Mortgage Lender Implode, since late '06 over 150 lenders have shut down or temporarily halted operations, and there are a dozen more on their watch list (see www.ml-implode.com). Over the past few weeks it seemed like lenders were closing daily. On August 3rd, American Home Mortgage (one of the largest US lenders) and its subsidiary American Brokers Conduit were forced to close their doors; the first of 30 lenders to fallout in the month of August alone. These lenders affected by the liquidity crisis and unable to fund their loans ceased operations or stopped accepting new applications. They closed not due to bad operations or management, but the inability to sell off their warehouse line of loans and the lack of willing investors to buy them.

As a result, gone are the days of no documentation loans, stated income to 100% financing and loans for any credit score. "No Income, No Credit, No Problem" is gone. The "No Problem" is now trouble for the mortgage market and part of the cause. What does the current mortgage market mean for you as a buyer, seller or homeowner in general? Know it may be harder to obtain credit when you need it.

For buyers, know your credit score and get pre-approved at least 6 months prior to buying. Many

times buyers have marks on their credit report they are unaware of, some due to errors on creditors' part. Therefore, you want to ensure your credit is in stellar shape prior to making that offer and you have time to correct any errors. Credit score is one of the main factors in qualifying for a loan.

For sellers, know that with less mortgage options out there, there will be fewer buyers for your home. Work with a local realtor from your market who can price your property correctly to avoid it sitting on the market too long. Be realistic and patient; know what the average "days on market" is for your area. Do not accept an offer from a buyer that is not pre-approved from a stable lender.

For homeowners, know what program, interest rate and term you have and when and if your rate will reset. Yes, there are folks out there that do not know this. Programs that were available to you just a year ago may be gone and you may not be able to obtain credit if need be. Know your current credit score and future needs (cash or to avoid an adjusting rate). If your credit is not stellar, improve it now. If your current lender closes, not too worry, your mortgage will not disappear, you will still owe the monthly payment since most loans are sold off to the secondary market. Be a prime borrower. If so, you have nothing to worry about when it comes time to obtain a mortgage or refinance. The credit crunch has affected the sub-prime and alt-a markets primarily, not prime loans backed by Fannie Mae and Freddie Mac.

Look for mortgage planning vs. mortgage shopping. Go with a mortgage professional that will develop a strategy for you and understands all the options available vs. just going with whoever offers you the lowest rate or payment. The lowest rate with the wrong mortgage program is a bad strategy. Think about long term goals and cash flow vs. rate. What works for one individual and their situation may not work for you and vice versa. Choose an established lender or a broker. Brokers do not lend, they arrange financing with one of the many lenders they work with and shop for the best program for you. Therefore, they are not subject to liquidity risks. If for some reason the lender they have chosen for you can not offer you financing, they can easily transfer your application to another lender. Brokers are considered the wholesale side of the industry vs. retail (when consumers go straight to a lender for a loan). They get the same competitive rates due to the paperwork and overhead elimination they provide a lender. Brokers also know how their lenders' operate, underwrite and which ones are shaky right now.

For more information please contact:
Lilian Malo, VP, Beechwood Mortgage, Inc.,
617-484-7955
X 204
lmalo@beechwoodmortgage.com

FALMOUTH THEATRE GUILD

Is it possible that the upcoming production of ANNIE has not one but two actors from Seacoast Shores? Yes it is !!! Performances in early November. A Pizza and Beverages Party before the curtain goes up is being planned for November 10th.
More details will be e-mailed to our members.

AUGUST LOBSTER EVENT

Thank you to the social committee (Kathy Bacon, Trisha Smith, Debbie Greve, Eleanor Bouvier, Arlene Schubert and Paul Bacon) that planned and conducted another very successful event. The floral décor on the tables under the tent was spectacular. The lobster, steamers, steak, hamburgers, hot dogs, chowder and desserts were even better than last year. The "silent auction" was an outstanding success. Pete and Lisa Langan were seen taking home most of the items $$$. Thank you to all of our members that donated auction items. Everyone had a fun time and the winner of the best dessert was Carole Dembkowski's Tiramisu.

CLUBHOUSE PROJECT INFO MTG
Presented by the PPC - At the Clubhouse
9 AM Sunday 9/30/07
Coffee and Donuts will be served
All Seacoast Shores Residents are Invited.
If you haven't signed a Letter of Intent please come to this meeting. If you have signed one, bring a neighbor who has not.

REAL ESTATE UPDATE

A professional realtor's viewpoint

The continued uncertainty in the housing market nationwide hasn't left Cape Cod unaffected. In general, property values are dropping and some would-be sellers find that they've "missed the bus" on maximizing their proceeds. However, it's useful to keep in mind that for sellers who've owned their properties for many years are still going to do quite well even in this soft market. They're selling an asset for a gain – sometimes a big one – while having used it all these years…still a Win-Win situation.

It's the recent-years buyers and re-financers, who must feel nervous, especially if circumstances change such that they may need to resell in the near term. With hindsight, of course, many probably shouldn't have taken on this debt in the first place but were persuaded by some mortgage people that it was in their interest to stretch a little. "Interest" is one key…many of these mortgages have adjustable rates that can result in some nasty surprises. And "stretch" is indeed the word that comes to mind here; it's this man's opinion that some of those mortgage people and their appraisers were too optimistic with their "stretch" advice to their clients.
But what does all this mean, you ask, to Seacoast Shores?

With a fairly solid element of second homes, Seacoast is probably more immune to mortgage troubles than most places. Most "seconders" in my experience are financially attuned enough to navigate the sometimes-treacherous shoals of the "funny-money" ocean. And retirees, the second leg of the Cape Cod housing market, tend to be more cautious about the sorts of risks involved…and there are a sizable number of these also in Seacoast.

It's that third leg of the stool…primary homeowners in the workforce…who seem most at risk in today's market, especially if they're first-time buyers. We still see a lot of these buyers in Seacoast, although with the up tick in house-prices in the past 10 years not keeping pace with wage inflation, it's getting harder for many to afford that first house.

So what does it all mean? If you're a Buyer, it's not been as favorable in years. Your main consideration is whether to wait longer for a possibly lower price or go ahead now and get the extra use out of that property. You'll be paying someone for a place to live for the next 12 months…so you'll want to factor that cost into your calculus.

If you're a Seller who has to sell, aim your price realistically and recognize that Buyers can no longer get their value from ongoing house-price inflation and will want to try to buy it for "next year's price," as it were.

If you don't have to sell, hang on for better times…they always come back. Herbert Hoover was right when he said in 1932 that prosperity was "just around the corner." What he underestimated was how big the corner was! And anyway, we realtors have enough on our hands already…one more over-priced listing is the last thing we need!

Oliver Muldoon
CELL PHONE 508 566-4045
FAX 866 408-7010
www.OliverMuldoonRE.com

REAL ESTATE REPORT

ACTIVE

29	**Atwater**	**239900**
168	**E'water E**	**179000**
4	**Winthrop**	**205000**
65	**E'water W.**	**229000**
115	**E'water W**	**233900**
15	**Marshall**	**239900**
45	**Hartwell**	**259900**
5	**Churchill**	**264900**
282	**Seacoast**	**269900**
51	**Bayside**	**269900**
94	**Seacoast**	**275900**
221	**E'water E**	**329900**
15	**Pershing**	**329900**
203	**Seacoast S.**	**335900**

152	E'water W.	375000
4	Ellsworth	409500
91	E'water W	435000
129	E'water W	456900
29	Fisher	545000
399	Seacoast S.	649900
405	Seacoast S.	699900
7	Ormond	745000
12	E'water E.	995000
337	E'water W.	1599000

PENDING

11	Ashley	259900
14	Atwater	194900
61	E'water W	275900

SOLD (since 1 Aug 07)

Lot	Columbus	125000
37	Ovington	205000
59	Ellsworth	262500
29	Woodside	315000
47	Seaspray	346500
45	Harvard	355000
60	Atwater	430000
129	E'water E.	450000
8	E'water E.	565000
151	E'water W	650000

MOORING INSPECTIONS
Cape Seas Diving Co.
Owner Larry Costello
508-548-3128

paid advertisements





vincentcaserta@comcast.net



FRONT ENTRANCE FENCING and SIGNS

Bob Greymont will be leading the task for repainting the front-entrance fences and the cleaning and adding a clear-coat to the west-side sign. Our Seacoast neighbor Dan Foster will be providing Bob a big assist with the repainting of the fences. Thank you to Dan and Thank you to Bob.

ADVERTISEMENTS

If you would like your business advertised on the SSA Website please send your advertisement or business card and a check for $25. To SSAI, PO BOX 768, East Falmouth, MA 02536, Attn: WEB ADS
The advertisement will be posted on the SSA Website www.seacoastshores.com for 3 months.

CLUBHOUSE PROJECT INFO MTG
Presented by the PPC - At the Clubhouse
9 AM Sunday 9/30/07
Coffee and Donuts will be served
All Seacoast Shores Residents are Invited.
If you haven't signed a Letter of Intent please come to this meeting. If you have signed one, bring a neighbor who has not.

SEACOAST SHORES
ASSOCIATION NEWSLETTER
SEACOAST SHORES ASSOCIATION, INC.
• P.O. BOX 768 •
EAST FALMOUTH, MASSACHUSETTS 02536

SCAN

SEACOAST SHORES ASSOCIATION NEWSLETTER

Website: www.seacoastshores.com **SUMMER 2010**

SSAI, PO BOX 768, East Falmouth, MA 02536 Clubhouse Phone: 508-540-7411

- **Scholarship Winner Receives $1000.**
  - **BUILDING and OPERATING COMMITTEE UPDATES**
    - **BOD Members Elected**
      - **Please pay your 2010 SSAI Member Dues of $130.**

PRESIDENTS LETTER

It was past President Joe Apicella who came up with this mission statement that was adopted for Seacoast Shores.

"To improve the quality of life for all residents of Seacoast Shores."

Lately however, I'm getting the impression that some residents of our peninsula feel that your board of directors should be able to work miracles and somehow promote and force changes that fly in the face of reality. I'm not poking fun at these requests. All are serious concerns at least in the minds of those who have called, written or e-mailed me or members of the SSAI board.

Before I go ahead and discuss these "unusual" requests I'd like to say that your association and Board are concerned about these problems. Every issue is discussed among at least 2-3 Board members and some are brought to the attention of the entire Board.

In most cases we are powerless to do anything to solve these issues. Quite frankly we need everyone's help to implement effective change for the issues that are discussed in the paragraphs that follow:

SPEAK-UP

The SSAI Board gets asked to do many things that it cannot do – tell sloppy homeowners to clean-up their yards and mow their grass, to limit the size of new houses, to get the dirt roads paved, to add STOP signs to all the side roads, to stop pet owners from walking their dogs without a leash and to have them pick up the "poop" from their dogs, most recently to have their dogs stop "peeing" on private property,….etc.

It is up to all of the residents of Seacoast Shores who see pet owners who walk their dogs without a leash or allow them to "poop" or "pee" on private property or on ROWs to **speak-up** and tell these pet owners that it is their responsibility to walk their dogs on a leash and to pick up their dogs "poop" and to not have them "pee" on private property or the ROWs or on our Beach. This is the only way that it will stop.

The association depends upon volunteers for all of its committees to fulfill their obligations at the beach, landscaping, clubhouse, BINGO, movie nights, at our social activities and all other events. The association absolutely does not monitor pet owners. Please call the Falmouth Dog Officer if you see future violations.

Front Entrance and Beach debris is handled by the Landscape and Beach Committees (all volunteers) and they pick-up a lot of trash on a weekly basis. Again it is up to the beach-goers who see other beach-goers throw cigarettes on a non-smoking beach or throw trash on the beach to tell these people that it is their responsibility to obey the rules that are posted for the beach. This is the only way that it will stop. Same for the Front entrance. Some weeks Joan Mullen our super-volunteer at the front entrance puts out 3 barrels of trash. This needs all of us to **speak-up** when we see people littering.

For boats speeding in the estuaries surrounding Seacoast Shores in the No-Wake Zones please obtain their registration number if you can and call the Harbor Master with or without the registration number to report the speeding boat.

Chief Harbor Master Gregg P. Fraser
Administrative Clerk Eileen R. Sprague
Location Falmouth Harbor
180 Scranton Avenue
Falmouth, MA 02540
Phone 508-457-2550
Fax 508-457-2525
E-Mail Address falhmast@falmouthmass.us

Thank you for your support.

Bob Barker

SSAI President

BINGO

Children's BINGO is off to a great start. We have had 40+ people each of our first two weeks. New this year - kids are invited to call a game and nobody goes away empty handed. And, as always, a lot of prizes, snacks, and fun. Come join us every Monday night from 7:00 pm to 8:30 pm. All are welcome. Anyone wishing to help, please email me at:

emcollins66@aol.com.

Elaine Collins

SCHOLARSHIP AWARDED

We are pleased to announce that this year's Jack Way Scholarship has been awarded to James DiCecco Jr. James is the son of Rhonda and James DiCecco of 330 Edgewater Dr. West. He has just completed his freshman year at Fairfield University where he has maintained a Deans List standing while competing in intramural sports, and contributing in community fundraisers with his band [Sundays Best].

He graduated from Falmouth High School in June 2009 with honors [National Honor Society, Math Honor Society, and Music Honor Society]. He also achieved academic excellence awards while competing in athletics. He managed all of this while being a varsity captain of three sports.

James' volunteer work is also extensive. He volunteered at East Falmouth Elementary as a math tutor /mentor for third grade and as a saxophone instructor for fourth grade. He also volunteered as an assistant coach/mentor for the Hoop Club grades 5-7 boys and as assistant coach for the Girls Travel Basketball Team. In Seacoast Shores James has helped at clubhouse functions with set up and clean up. He has also been helpful to his elderly neighbors by voluntarily shoveling their driveways, mowing their lawns, bringing them food, or doing any assisting when needed. Seacoast Shores Association is proud to honor this well-rounded accomplished young man with the $1,000. Jack Way Scholarship

Pat Apicella - SSAI Scholarship Committee Chairperson.

SUMMER UPDATE

It seems like the summer has accelerated to a full gallop quickly this year with lots of great weather to boot. Since myself and a lot of folks appear to have short attention spans in the summer I think I will present some thoughts and observations in summary format to accommodate the busy lives we all lead…

Bill Erickson was a rock star at our annual meeting. The clarity and intelligence he brought to the table allowed everyone's time to be better utilized. A big BZ for stepping out of the audience and into the gap for Bill!

I was very impressed with the professionalism, experience and thoughtfulness that our nominating committee demonstrated this year. In my short tenure on the Board I don't think I have witnessed such an impressive event. They clearly recognized that addressing our financial challenges without addressing the strength of our leadership team is putting the cart before the horse. My hats off to Bob for taking the initiative and the Nominating Committee of Nasir, Ryan and John.

Dick Sette is the administrative glue that holds this organization together. What would we do without him. Quiet, competent and strong when needed. Thank you for the significant contribution of your time Dick.

A prospective Seacoast home buyer contacted me today and left the following message: "My decision to buy the home in Seacoast depends on my ability to buy into the new project…"

After listening to the discussion about the beach and dredging it seems to me that the town appears very willing to let us put sand in the river but doesn't like us taking it out…J

The only way the dingy problem ever gets solved INMHO is by stickers for residents.

The entrance looks fantastic this year. It keeps getting better and better. Way to go Arlene and team!

The welcome back and July cookout were fantastic. Please tip your hat to Eleanor Bouvier next time you see her for all her hard work. Fantastic!

That's it for now. Hope to see you all around the peninsula soon before too long.

Dan Frawley

NEIGHBORHOOD WATCH

Please leave outdoor lights on, one in the backyard and one in the front yard. Use timers to control the lights. Especially if you are going away for an extended stay.

Lock your car doors, shed doors, boat hatches and both your back and front house doors even when you are at home. Most issues involve unlocked doors !!!

Also when you go away cancel deliveries such as newspapers and the mail so that they don't pile up at your mailbox or on your driveway or entrance way.

REMEMBER - "If you see it, report it as quickly as possible"

Residents are the eyes and ears of the community and we encourage you to call your local police with concerns about suspicious activities, illegal dumping, open fires and unauthorized use of community assets, speeding vehicles, unregistered vehicles or other reportable offenses.

Call the non-emergency Falmouth Police phone number

508-457-2527 there is a menu but if you press zero you will be connected to the dispatcher

For true emergencies like a heart attack, car accident, crime-in-progress, fire, drowning….etc.

Call "911"

Neighborhood Watch Meetings are the 3rd Tuesday of the month at 7 PM

Thank you for your support,

Frank Gorgone

LANDSCAPE COMMITTEE

Welcome and I hope your summer fun is in full swing! I want to thank our supporters and all the people listed below for all their help at the top of Seacoast during the Annual clean-up!! Let it be known, if we didn't have such a loyal and committed group of wonderful supporters...it wouldn't be possible to have such a beautiful entrance to our community. Everyone pulled together to pick-up trash, pull weeds, trim bushes, deadhead and water flowers, distribute 8 yards of mulch in just over an hour. So great to see some new faces this year and of course all the same volunteers from year-to-year. Be sure to tell them how AWESOME they are and THANK... Max and his dad Gary Sherman, Bill Kosky, the Smith clan, dad Dave, Erin, Brendon, "BIG RED" Shawn and their two friends, George Collins, Joan Mullen, Dick and Paula Sette and their grandson's Nick and Zack, SSAI President Bob Barker, Dan and Dalton "Choppa" Frawley, and Lee Briggs!!

Also, thank you Dan Foster for power washing the fence this spring and some touch-up painting, Bob Greymont for all his knowledge and hard work on spraying the flower beds to keep the weeds under control and for propping up the tree and fixing anything I break!! And of course to Joan Mullen for her year-round-service and commitment to the front entrance. Joan picks-up 1-2 bags of trash, butts, cans and bottles out of the bushes and flowers every week!!!!!

I hope you feel that we have an entrance that WELCOMES you home after a busy day or family and friends when they come for a visit.

The annual Landscape Contest for members is underway. The judges are searching the peninsula; keep your gardens and lawns in good shape. I realize that it is tough to do with the drought that we have been experiencing. Do your best.

I also need some people to water once a week. Please call me--Arlene Schubert 612.810.0786 or email me schubbie@me.com

Wishing you a great and safe summer!!!

Arlene

WHERE WERE YOU?

Where were you on Saturday, June 26th? I know where I was at the entrance to Seacoast Shores picking up trash, deadheading flowers and spreading mulch with about twenty of your neighbors.

It continues to amaze me that a neighborhood with 900 plus homes has only this small turnout (mostly the same people) year after year doing the work for the rest to enjoy. I am not saying this as "hooray for me" and "boo for you". I would just like you to consider how much better our neighborhood could be with more volunteers and a "can do" attitude.

I hope you will consider volunteering on one of our many committees, meet some new people and help make Seacoast Shores a neighborhood we all can continue to take pride in.

Paula Sette

MOVIE NIGHT UNDER THE STARS

Our present plan is to start on Wednesday evenings in late July or early August as soon as it's dark enough in the early evening. Watch for our sign at the front entrance and we will also notify you by e-mail.

Unfortunately Brad Pitt, Angelina Jolie, Sandra Bullock and Tom Cruise will not be at our premier event this year.

Peg Boyle

CLUBHOUSE RENTALS

The Clubhouse is rented for August 6th, 7th & 8th. For Info & the rental application contact Cheryl Grabauskas

Cell #580-681-9968

Home/Office #508-388-7004

$100 donation to rent / $100 security deposit

Thank you,

Cheryl G.

Cheryl Grabauskas

seashells0214@comcast.net

UNLEASED DOGS

All leash complaints to Animal Control (508-457-2552) so that they might take the necessary actions.

BEACH Re-Nourishment Update- July 2010

I was asked by Dick Sette to write this article due to questions posted by residents on re-nourishment of our beach. In order to explain the Beach Committee's position one needs to know the history, process, costs, and results.

On January 4, 2003, a special membership meeting was held at the clubhouse. The President of the Association at the time, Joe Apicella, asked the residents if they would consider selling a dock-easement over part of the beach (the southern-most-part) to support re-nourishment. The membership strongly objected to any sale and directed the President to find an alternative means to re-nourish the entire beach without selling any association land.

The Beach Committee was formed with four members to tackle this giant task. An "expert" Coastal Process Specialist from Woods Hole Oceanographic Institute volunteered to assist the Beach Committee. Without any initial funds from the Seacoast Shores Association, the Beach Committee undertook a major fundraising effort.

To assist in securing the necessary local, state, and federal permits a renowned Coastal Geologist was hired. In June 2004 the required permits from the Falmouth Conservation Commission, Department of Environment Protection (Chapter 91), and Army Corp of Engineering (404 Permit) were in place. The Order of Conditions for the permits was valid from June 2004 to June 2007 (3 years). The Beach Committee continued to raise money; it was estimated the entire cost could range from $35,000 to $40,000.

On April 25th and 26th 2005, Lawrence and Lynch Corporation dumped 1,020 cubic yards or 1,528 tons of pure washed sand on the Seacoast Shores Association Beach. On June 6, 2007, our final Certificate of Compliance at the Barnstable Registry of Deeds was registered. The total project cost was $35,000. All beach funds were donated by residents of Seacoast Shores.

The Beach Committee has continued to monitor and receive expert advice on future re-nourishment. The experts advise us that all permits will have to be applied for again. The State and Federal permits are more flexible if done within a ten-year cycle. At the present time it is estimated that we need about 400 yards of pure washed sand at the southern end of the beach.

The Beach Committee's Recommendations and Facts:
• The Beach Committee continues to monitor the changes year-to-year
• It is very difficult to predict a re-nourishment schedule since it is dependent on storm related erosion and the desired width of the beach
• The re-nourishment is a costly process
• The Beach Committee will aggressively speed up the fundraising process this winter

I hope this answers your questions. If you have additional thoughts, ideas, or comments please feel free to call me at 508-457-4515.

Thank you.
Thomas P. Rodger
Beach Committee Chair

REAL ESTATE

FOR SALE

19 Churchill Dr 140,000

17 Columbus Dr 149,000

16 Harvard Dr 167,250

35 MARSHALL Dr 190,000

65 Edgewater West 199,750

15 Marshall Dr 219,000

31 Winchester Dr 235,000

100 Seacoast Shores Blvd 237,900

Paid advertisements







GREG'S HOME IMPROVEMENT

Roofing, siding, decks, windows, trim,…… etc.

No job too big or too small

UNBELIEVABLE: Only $35 per hour total
for Two (2) experienced craftsmen

508-361-7954 ; all calls returned promptly





Advantage Partners Program

Please review all of our Advantage Partners' generous offers below and use the discounts! The program will be successful only if we use it!

The rules - Your 2010 SSAI MEMBERSHIP CARD must be presented when purchasing.
Discounts are on regular prices and can not be combined with other offers/coupons.

Seacoast Shores Association with its connection to over 400 local households obtains discounts at local businesses, our Advantage Partners, in exchange for promoting those businesses in all of our member materials. Seacoast Shores Association believes in strengthening our local economy by directing volume to local businesses, which in turn employ our residents and keep our economy thriving. Please understand that these generous SSAI Member-only discounts cannot be combined with any other offers or coupons offered by our Partners.

We will send e-mail updates to Members when new Advantage Partners sign up.

Cape Cod Boaters Co-op - (508)563-1330
www.capecodboaters.com

50% discount - just $9.95 - for a full year and free next day delivery to Seacoast Shores
True discounts ranging from 20% to as much as 60% off marine retail store prices for all your boating needs - cleaning supplies, safety equipment, everyday purchases such as lines, fenders, and even water toys, and for the do-it-yourselfer - all the parts to repair your boat and engine. Your catalogs will contain over 25,000 items for all your boating needs. They also have a growing list of "partners" providing discounts on services - shrink wrap, canvas, boat surveys, tow insurance, etc.

Collins Civil Engineering Group, Inc - (617)347-1363
www.CollinsEngineeringGroup.com

Collins Civil Engineering Group, Inc. is a full service Civil Engineering, Survey and Environmental Management company, servicing southeastern Massachusetts and Cape Cod. My firm will gladly provide services to any Seacoast Shore resident with a 15% discount on labor with a minimum value of $100. Wetland filings, septic designs, certified plot plans, underground storage tank removal oversight and lot line stake out are only a few services that we can provide for you. Please contact me anytime by email at grcpe@aol.com or you can visit us at www.CollinsEngineeringGroup.com or call me on my cell phone at 617-347-1363 for a free quote. My family and I are grateful to be part of the Seacoast Shores community and look forward to being active members of the association.

D. Whelan Plumbing Services 508-548-5350
dwhelanplumbingservices@yahoo.com

10% off labor for Seacoast Shores association members
Please note that the telephone number in the published directory was incorrect

Falmouth Bait & Tackle Co. - (508)457-0700

10% off all tackle at the Upper Cape's premier full-service tackle shop offers SSAI members! This includes the best selection of rods, reels and shellfish rakes, & live, fresh & frozen bait. This is their 7th year serving you!!! Open all year ... with convenient summer hours from 5am to 9pm. Easy to find at 258R Teaticket Highway, Rte 28 - opposite McDonald's.

Falmouth Framing & Art - 311 Main St., Falmouth
(508)548-0424

10% off

Hamilton & Hamilton, P.C. (781)894-8700
www.hamiltonlaw.us
Hamilton & Hamilton, P.C. is a general practice law firm with concentrations in real estate transactions, construction and civil litigation and personal injury law.

Refinances: $150.00 discount (33%) on attorney's fees at closing
Purchases: $300.00 discount (50%) on attorney's fees at closing
Sales: $150.00 discount (33%) on attorney's fees at closing
Your Seacoast Shores contacts are Chris Hamilton chamilton@hamiltonlaw.us or Leslie Hamilton lhamilton@hamiltonlaw.us. The above discounts apply to closing fees only.

KK Codders Seafood & Grille ,100 Davis Straits, Falmouth

(508)299-8200 www.kkcodders.com

10% discount off your entire bill on Monday through Thursday.
KK Codders also has a Loyalty program, so if you plan on going back, make sure you join at no cost.

Mahoney's Gardening Center

10% discount off most regularly priced merchandise when the SSAI Membership Card is presented at the register.

Nick's Lawn Service - (508)495-3223

$10 off regular pricing for ordinary lawn cutting. Yards < 10,000 square feet, discount price $25. Yards > 10,000 square feet, discount price $35. You must present your SSAI Membership Card to receive the discount.

pies a la mode 352 Main Street, unit #4, Falmouth
(508)540-8777 piesalamode@yahoo.com

10% off any order of their delicious bakery and ice cream products to SSAI members. They feature a variety of freshly baked pies, cakes, cookies, and much more. Also, ice cream, gelato, ice cream cakes, chocolate covered frozen key lime pie and seasonal specialties. Everything is made there in their Shoppe from the finest ingredients available. You must show your card and the discount can not to be combined with other offers.

Pizza 1 & Subs 2, East Falmouth, Rt 28, (508)457-1212

10% off all eat-in and take-out orders! You must show your SSAI membership card at the register (no exceptions and not valid on delivery orders). Please know this generous 10% SSAI-Member-Only-Discount CAN NOT be combined with any other offers or coupons. Check out their menu and other offers anytime at www.pizza1subs2.com.

Port Cargo, 156 Main St. (Rt 28), Falmouth, MA (508)540-4466

10% off all accessories for current SSAI Members, smaller discount on Accessories already on sale

Rockland Trust, East Falmouth - (508)732-3744
(Dan Picha) www.RocklandTrust.com

10% discount off its published Investment Management Group fee schedule for investment management services.
Waiving of the $1,000 minimum checking account balance requirement! Open a free interest bearing checking account with no minimum balance required, including free ATMs and special mailings on their best Certificate of Deposit and loan rates. Visit Rockland Trust online, call Dan Picha or visit the local E. Falmouth branch office.

Rocky's Gym & Fitness, Rt 28, (508)540-0018

22-33% off of the individual pricing, depending upon your selected payment plan! Seacoast Shores Association is considered a Group for membership pricing. Rocky's brand new facility with top notch cardio equipment & free weights also offers aerobics, personal training, health & wellness, yoga, boxing, massage therapy and much moreâ€¦..Sign up today.

The UPS Store, 775 East Falmouth Hwy, E Falmouth,
(508)540-5100

10% off all regularly-priced services! Whatever you need in shipping, postal, copying, printing, supplies, 24-hr mailbox and other business services, you'll find it conveniently around the corner at The UPS Store.

* * * * * * * * * * * * * * * * * * *

Besides promotion, one of the benefits we offer our local Advantage Partners is EXCLUSIVITY for their type of service. If your company would like to receive more information or if you have suggestions, please submit an e-mail of interest to Don Weymouth for consideration. don.weymouth@hp.com

SEACOAST SHORES ASSOCIATION
REPORT OF THE NOMINATING COMMITTEE
JULY 10, 2010

It was an honor to be asked by the President, Bob Barker, to chair the Nominating Committee to select next year's Board of Directors for the Seacoast Shores Association. John Macleod and Ryan Buckley were also appointed to the Nominating Committee. We are all enthusiastic members of SSA for many years, but are not board members.

We felt that with the tangible progress with the clubhouse enhancements and the need to oversee ~$1,200,000 of investor funds, the SSA membership needed a committed, enthusiastic, knowledgeable and thoughtful Board to guide us. The stakes are higher for us now than at any time in the past.

The Committee was very diligent in its deliberations, which included meetings, emails and conference calls. We had no interference from the current Board of Directors.

The Bylaws state that there needs to be a minimum of five members and a maximum of thirty members for the Board. We felt that five members would be an inadequate number. We were aware that with a high number there would need to be an Executive Committee for rapid and effective deliberations. We felt that this would not be advisable for SSA, as transparency could be lost and concerns about elitism could arise. Therefore, we felt that the optimum size of the Board for effective functioning would be about twelve members with a maximum of fifteen. This was consistent with generally accepted guidelines for non-profit and corporate boards for comparable organizations.

We then developed ten pertinent questions, which we asked all recent, present and prospective Board members. The questions included support of SSA's mission, the ability to attend at least four out of seven board meetings, and the willingness to implement policies voted on by the general membership. We did not ask if any were investors in the new clubhouse enhancements. We also wanted a diverse group, which would include year-round members, summer residents, long-term members and recent members.

We each shared the duties of making calls to about nineteen individuals. We had 100% callback with all responding to our questions. Several declined to be considered for the Board at this time, but most did wish to be considered for Board membership. This led to the difficult task of selecting our candidates, as all were qualified and showed commitment, enthusiasm and interest in serving on the Board.

We unanimously chose the members as presented on the Slate at the annual meeting. We felt that our nominees would develop a strong and productive Board. We are aware of disappointments in those not selected, but our commitment was to an efficient governance of SSA.
After my presentation, John Macleod and Ryan Buckley spoke and concurred with the slate of candidates, and made additional comments to the membership on some feedback about Board meetings, which we had received.

At this time, the meeting was moved outside as there was an electrical short circuit requiring assistance from the Falmouth Fire Department.

Motion to accept the Slate was made and seconded. There were several pertinent questions raised, which were all answered. The vote taken was strongly in favor of the slate of candidates.

Two nominations from the floor were made and seconded. Both were defeated by a majority of the general membership.

The Nominating Committee would like to thank the general membership for their endorsement of our process and deliberations.

Submitted by:

Nasir A. Khan, Chairman, Nominating Committee
Ryan Buckley
John Macleod

The following members were elected as officers and board members:

Bob Barker, President
Dick Sette, Vice President
Lee Macleod, Secretary
Cheryl Grabauskas, Treasurer
Gary Grabauskas, Assistant Treasurer
Eleanor Bouvier
Peg Boyle
Jim Demopoulas
Jay Fabio
Dan Frawley
Frank Gorgone
Pete Langan
Tom Rodger
Arlene Schubert
Don Weymouth

THANK YOU

To: Joe Apicella, Christine Fabbio, Rich Generazio and Ed Grace for your service to the SSAI as Board members.

SSAI BOD

SOCIAL

We're not done with the month of July and we've already had two successful gatherings at the clubhouse.

In June we had our annual 'Welcome Back" party. It is the simplest one to run because everyone brings a dish. Close to 100 people came together and most ended up meeting a new person. What a great way to let the newcomers find out about Seacoast Shores - talk to the 'oldies'.

Saturday, July 10 was the cookout and we served burgers and dogs to well over 100 people. Once again music was provided by Dan McCarthy and his guitar - little kids danced and big kids sang.

Needless to say many hands were needed to pull it off. Many thanks to everyone who helped out. John Wilson, Bob Barker and Dan Hickey manned the grill, while John McCarthy and Bobby Giannetti manned the bar. Ellen Cutone, Debra Guilfoyle, Lisa Langan, Kathy Murphy, Betsy Davis, Cheryl Grabauskas took turns at the ticket tables. Trish Smith and Amy Bouvier painted faces with help from their daughters - nice to see the little ones begin to help. A fabulous clean-up was done by Tim Greve and Dan Hickey. Thank you, Thank you, Thank you.

The younger set also conducted a 'Guess How Many Shells in the Jar' contest with the winners getting certificates for a cone at Smitty's.

Next on the calendar is the **Lobster Bake on August 21**. Tickets for this event are limited and we need advance notice to make it happen. Please call Evelyn Barker at 508-540-6316 for reservations. Tickets will be approximately $35 for lobster, steak or chicken under the tent. We're hoping to be able to offer hot dogs for children, but we'll need a volunteer to man the grill. As usual there will be dancing, a silent auction and the announcement of the landscape contest winners. Also, as usual, the more hands we have, the easier and more enjoyable the preparation. Life is not a spectator sport - get involved !!! More information will be forthcoming following a committee meeting.

Thanks for your support.

Eleanor Bouvier

RUNNING CLUB

The Seacoast Striders (a newly formed and gaining momentum running club of Seacoast residents, family and friends) - please contact me if you would like to participate.

Chris Fuller

fullerautomotive@msn.com,
ChrisFuller@fullerautomotive.com

BIKE CLUB

Are there any members already participating or interested in forming a bicycle riding group from Seacoast Shores? I've been biking from the peninsula to Woods Hole and back and would love some company.

Thanks,

Steve Ballin

stevenballin@comcast.net

BUILDING COMMITTEE

The new clubhouse is one step closer to reality. We have cleared the conservation commission requirements, which I considered to be our biggest hurdle.

We will now be putting together bid packages and select a general contractor sometime this fall through a competitive bid process.

We will be working with the Operations Committee to establish a financing time-line to ensure that we can complete the project rapidly for all to enjoy and to take advantage of the favorable contractor pricing that exists in the market today. With the financing available it is possible to be enjoying the new Clubhouse, Pools and Tennis Court next summer.

The most current building plans and site plan are included in this issue of the SCAN

Thank you to the Building Committee Team Members, your support is deeply appreciated

Thanks,

Peter Langan - Chairman Building Committee

plangan2@verizon.net

.

OPERATING COMMITTEE

At the recent Annual Meeting I reviewed all the work that the OC has done including collections, budget development, the integration of Investment Share Data into our Quick Books data-base, development of a purchase order process and visits to various recreation clubs to continue our learning for how they operate.

A Certificate of Investor Share (it may not be called by this name when we are through with it) is in development. Initial input from our attorney indicates that it may not be desirable to attach it to your residence deed, instead to treat it similar to a country club or

recreation club membership certificate and store it in your safe or lock-box. There will be more info coming on this topic.

Preliminary Annual Rec Fees are in the ~$750. range for a family of 4. We do need data from our Investment Share Members to enable us to finalize this number. Please respond to the survey form that is enclosed with your invitation to **the 7 PM, July 30th meeting for Investment Share members at the clubhouse.**

We will be discussing the funding options that we are faced with and your input in this discussion will be essential.

Again a Tremendous Thank You to our Investor Members who have fulfilled their LOI commitments and their Resalable Investment Share commitments.

Thank you to the OC Team Members, your support is deeply appreciated.

Jim Demopoulos – Chairman Operating Committee

James.Demopoulos@brcap.com

SAILBOATS and SAILING



Planning for a Seacoast Shores youth Learn-to-Sail Program has begun; we now have two Mercury 15s, thanks to Steve Ballo and Community Boating in Boston. The boats are being refurbished, and we plan to have at least one ready to go at the start of next season, with a second to follow shortly after.

We are looking for qualified volunteers willing to teach sailing to kids and we are looking for kids who want to learn to sail.

This activity is designed to be a fun learning experience that will teach kids a new lifetime skill.

They will get out on the water next summer, and will become confident in their ability to sail.

Let me repeat that experienced sailors who are interested in teaching or families with kids who want to participate should contact Arlene or me, and we'll keep you updated through the year
.
Thanks,

Frank

Frank Beckstein
fbeckstein@nkms.com

Arlene Schubert
schubbie@me.com

Annual Meeting and the Cookout



Bob Barker with voting instructions



Dan Hickey and Bob Barker at the grill



Face Painting by Amy Bouvier



Billie Maine and Dan Frawley



Pat Apicella and Grandkids



Eleanor Bouvier our SUPER SOCIAL LEADER and Nasir Khan



Kendra, Jim amd Kids



Bill and Barbara Erickson



Some Serious Face Painting



Sally Greymont and Grandkids



Elaine Collins our BINGO lady



Dave, Phil and John

Front Entrance clean-up



Bob, Dave and Lee



Pete, Nasir and Dan



Paula Sette



Andrea and John



Joan Mullen our SUPER VOLUNTEER



Nick and Zack Sette



Bill, George and Dalton working the mulch



Gary Sherman

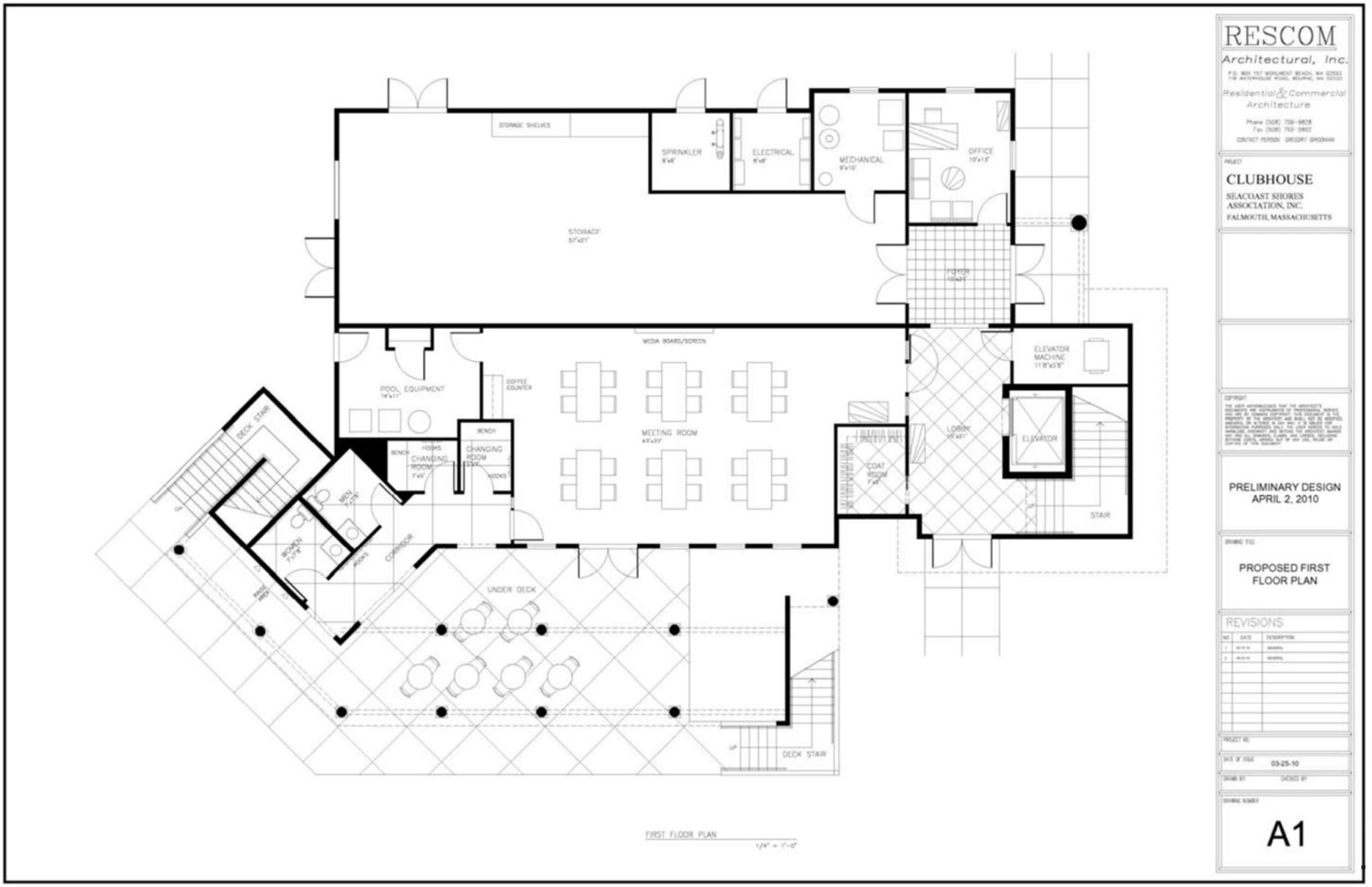
Scholarship Presentation



Pat Apicella and Jim DiCecco this year's winner



Georgia and Susan



RESCOM
Architectural, Inc.
Residential & Commercial Architecture

CLUBHOUSE
SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

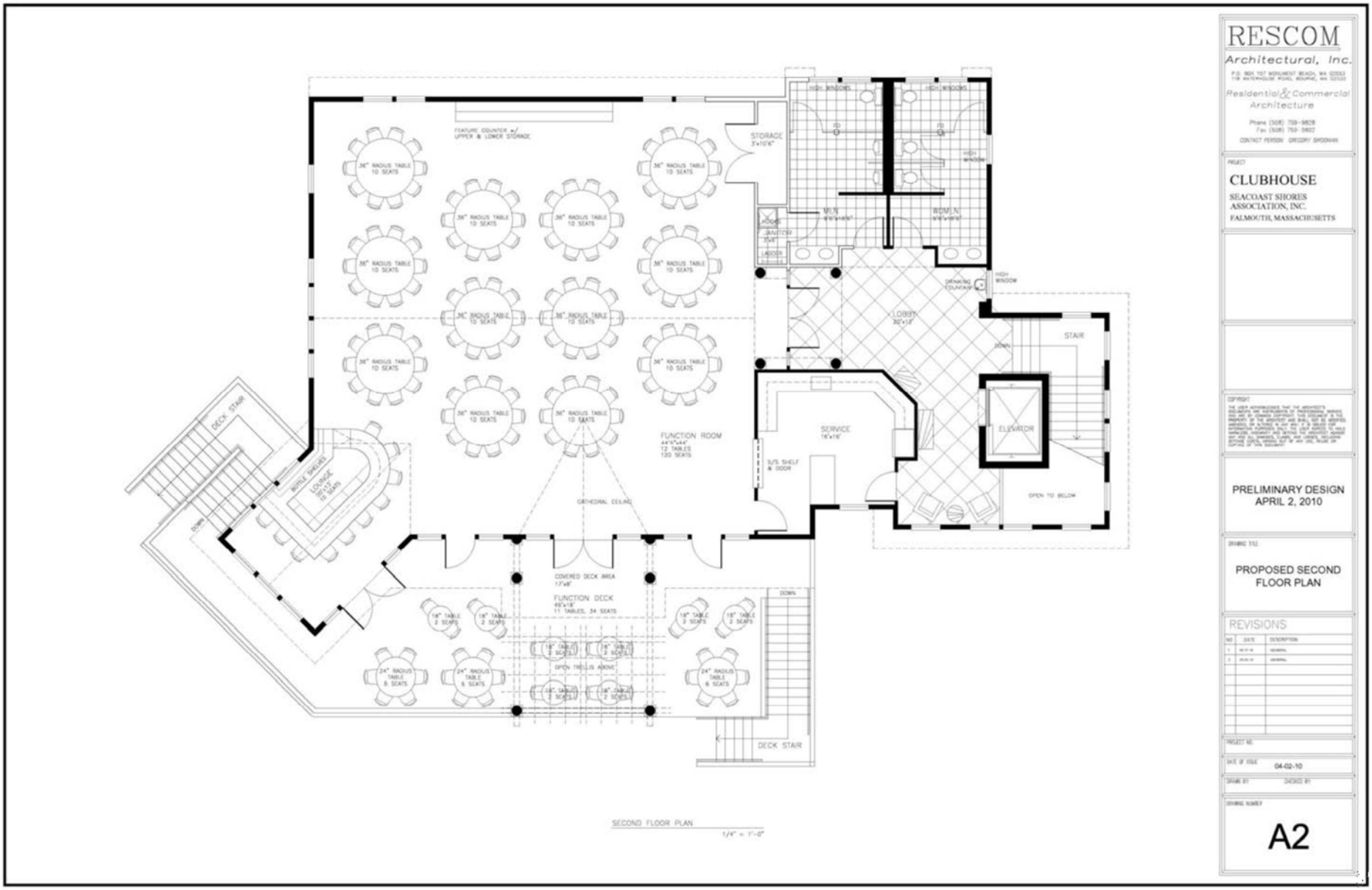
PRELIMINARY DESIGN
APRIL 2, 2010

PROPOSED FIRST FLOOR PLAN

REVISIONS

03-25-10

A1


RESCOM
Architectural, Inc.
Residential & Commercial Architecture
CLUBHOUSE
SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS
PRELIMINARY DESIGN
APRIL 2, 2010
PROPOSED SECOND FLOOR PLAN
REVISIONS
04-02-10
A2
SECOND FLOOR PLAN
1/4" = 1'-0"
FUNCTION ROOM
44'6"x44'6"
12 TABLES
120 SEATS
FUNCTION DECK
40'x18'
11 TABLES, 34 SEATS
LOUNGE
20'x12'
10 SEATS
LOBBY
20'x18'
SERVICE
16'x16'
ELEVATOR
STAIR
STORAGE
3'x10'6"
MEN
WOMEN
JANITOR
CLOSET
COVERED DECK AREA
17'x8'
OPEN TRELLIS ABOVE
CATHEDRAL CEILING
DECK STAIR
DRINKING FOUNTAIN
OPEN TO BELOW



RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SHOONAN

PROJECT
CLUBHOUSE
SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, AMENDED, OR ALTERED IN ANY WAY, IT IS SOLELY FOR INFORMATION PURPOSES ONLY. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING BEYOND COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

PRELIMINARY DESIGN
APRIL 2, 2010

DRAWING TITLE
PROPOSED EXTERIOR ELEVATIONS

REVISIONS

NO	DATE	DESCRIPTION
1	[illegible]	GENERAL
2	[illegible]	GENERAL

PROJECT NO.
DATE OF ISSUE 03-25-10
DRAWN BY CHECKED BY
DRAWING NUMBER
A3

PDF created with pdfFactory trial version www.pdffactory.com

EXHIBIT 10 (page 17)



NORTH ELEVATION – FACING WOODS
1/4" = 1'-0"



EAST ELEVATION – FACING PARKING
1/4" = 1'-0"

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SHOONAN

PROJECT
CLUBHOUSE
SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, MANUFACTURED, PRINTED, OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING BUT NOT LIMITED TO, WHERE, BUT IN ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

PRELIMINARY DESIGN
APRIL 2, 2010

DRAWING TITLE
PROPOSED EXTERIOR ELEVATIONS

REVISIONS

NO	DATE	DESCRIPTION
1	[illegible]	GENERAL
2	[illegible]	GENERAL

PROJECT NO.

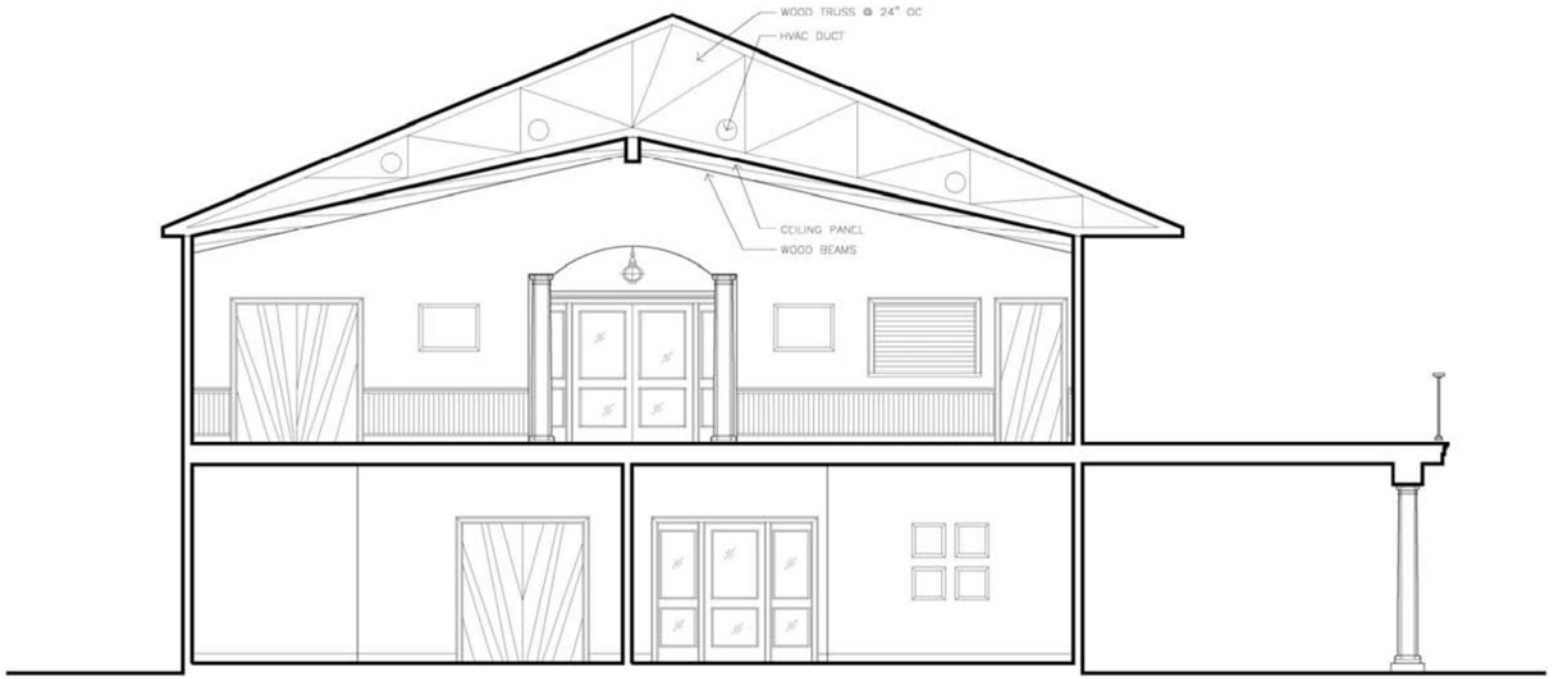
DATE OF ISSUE 03-25-10

DRAWN BY CHECKED BY

DRAWING NUMBER
A4

Copy created with pdfFactory trial version www.pdffactory.com

EXHIBIT 10 (page 18)



FUNCTION ROOM BUILDING SECTION OPTION A
3/8" = 1'-0"

RESCOM
Architectural, Inc.
P.O. BOX 157 MONUMENT BEACH, MA 02553
118 WATERHOUSE ROAD, BOURNE, MA 02532
Residential & Commercial Architecture
Phone (508) 759-9828
Fax (508) 759-9802
CONTACT PERSON GREGORY SHOONAN

PROJECT
CLUBHOUSE
SEACOAST SHORES ASSOCIATION, INC.
FALMOUTH, MASSACHUSETTS

COPYRIGHT
THE USER ACKNOWLEDGES THAT THE ARCHITECT'S DOCUMENTS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE BY COMMON COPYRIGHT. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE MODIFIED, ALTERED OR REPRODUCED IN ANY WAY, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE USER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ANY AND ALL DAMAGES, CLAIMS, AND LOSSES, INCLUDING BUTTONS, COSTS, ARISING OUT OF ANY USE, REUSE OR COPYING OF THIS DOCUMENT.

PRELIMINARY DESIGN
APRIL 2, 2010

DRAWING TITLE
PROPOSED BUILDING SECTION OPTION A

REVISIONS

NO	DATE	DESCRIPTION
1	[illegible]	GENERAL
2	[illegible]	GENERAL

PROJECT NO.

DATE OF ISSUE 04-02-10

DRAWN BY CHECKED BY

DRAWING NUMBER
A5

PDF created with pdfFactory trial version www.pdffactory.com

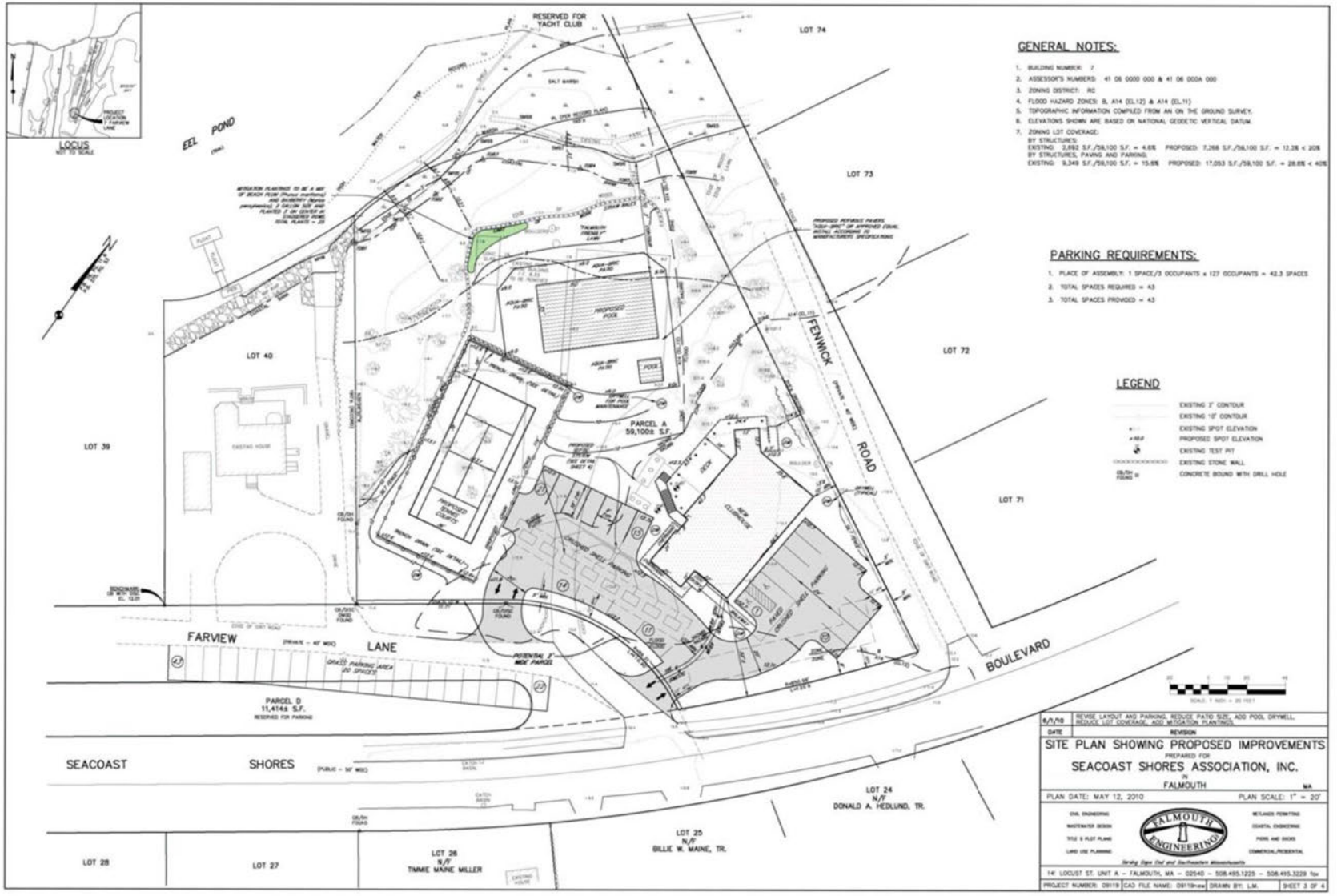


EXHIBIT 10 (page 20)

SEACOAST SHORES ASSOCIATION 2010 MEMBERSHIP APPLICATION

P.O. BOX 768 EAST FALMOUTH, MA 02536

DATE _____ Annual Dues: $130.00

○ RENEWAL OF EXISTING MEMBERSHIP

○ NEW MEMBER APPLICATION (If New, who referred you? (_____)

○ I (We) OWN the Seacoast Property identified below and are eligible to be a Member.

○ I (We) RENT the Seacoast Property identified below and are eligible to be an Associate Member.

CONTACT INFORMATION - PLEASE PRINT LEGIBLY

Name (Adults only)_____

Mailing Address – _____
Street

_____ _____ _____
City State Zip Code

Telephone/Cells - _____ Cell 1:_____ Cell 2: _____
Primary telephone Cell Name: Cell Name:

SEACOAST SHORES Address, if different _____

SEACOAST SHORES Telephone, if different _____

E-MAIL ADDRESS 1_____ E-MAIL ADDRESS 2_____

In addition to my dues, I am donating (please note that Police Fund is now part of the dues):

$_____ to the beach fund
$_____ to the landscape fund
$_____ to the Jack Way Scholarship Fund
$ + 130.00 Annual Dues
$_____Total amount enclosed

Our mission is To Enhance the Quality Of Life of All Seacoast Shores Residents.
Many members of SSAI work hard for you. Please consider contributing your talent, expertise, and time toward our mission. Contact any BOD member for details.

I am (we are) interested in donating my skills as a _____ to the Association.

I am (we are) ____year-round -or- ____seasonal residents.

___SSAI has the permission to provide my address information to Advantage Partners so that Advantage Partners may mail promotional material of additional discounts and specials to me.

To reduce printing and postage costs, quarterly newsletters will be directed to your email address, unless you check here that you prefer a hard copy to your mailing address. ____mail hard copy.

A completed form with dues payment is required for membership consideration. Please fill in all information accurately and completely. Your email address is especially important as the Board of Directors can use it to communicate urgent and important messages to you regarding Seacoast Shores business and activities. We WILL NOT send junk mail or sell your information.


SEACOAST
SHORES
ASSOCIATION
NEWSLETTER
SEACOAST SHORES ASSOCIATION, INC.
• P.O. BOX 768 •
EAST FALMOUTH, MASSACHUSETTS 02536

SCAN
SEACOAST SHORES ASSOCIATION NEWSLETTER

Website: www.seacoastshores.com **SPRING 2011**

SSAI, PO BOX 768, East Falmouth, MA 02536 Clubhouse Phone: 508-540-7411

◄ **FRONT ENTRANCE CLEAN-UP - IT'S SET FOR 9:30 AM – 11:30 AM, SAT JUNE 4, 2011**

◄ **NEW CLUBHOUSE UPDATE – Wow Good News !!!**

◄ **SSAI 2011 SCHOLARSHIP deadline extended to May 6th**

PRESIDENTS LETTER

I would like to use this opportunity to provide a special Thank You to the following groups and people:

The SSAI Board of Directors for all of your hard work and dedicated effort, you are making a positive difference in the Quality of Life in Seacoast Shores.

The SSAI Building Committee chaired by Pete Langan for your enormous effort during the past year in developing the detailed prints; attending numerous review meetings; obtaining town permits and approvals; and leading the bidding process for the new clubhouse project.

The Operating Committee chaired by Jim Demopoulos for their many hours of work monitoring and managing the finances for the new clubhouse project; visiting several other recreation clubs in southeastern NE to learn their successful methods; and planning the recreation and financial models for our new clubhouse and amenities.

Andrea McCarthy an SSAI member and attorney who has guided the BC and the OC through a myriad of processes, rules, regulations and town reviews/approvals to ensure that we are doing it "right."

Elaine Collins our BINGO Lady; Eleanor Bouvier our Social Committee Chairperson and Arlene Schubert our Landscape Committee Chairperson what a terrific job you all do.

All of our Committee members what hard work and dedication that you provide.

Frank Beckstein for taking on the sailboat refit project with help from Bill Kosky. This is going to be a super addition to our summer recreation activities.

Dan Frawley for your vision and leadership for the PPC.

Dave Smith for your initial leadership of the PPC.

George Ghiorse for joining us as the town liaison, read his second update on the plans for sewering the town of Falmouth south of Route 28 in this issue. Another informative article.

State Representative David Vieira who provided tremendous support to the boaters including myself who wrote letters requesting that the Menauhant Inlet Channel and the connecting Channels (north and east) be dredged this spring to eliminate the badly shoaled passages that are near impossible to navigate and dangerous. THANK YOU FOR YOUR SUPPORT.

Read our letter in this issue of the SCAN titled **DREDGING UPDATE**.

Tom Rodger our Beach Committee Chairperson; Dick Sette our SCAN editor; Don Weymouth our Membership Chairperson and Frank Gorgone our Neighborhood Watch Chairperson what super jobs you do.

Finally to all of our SSAI Members your generous donations continue to support our Beach, Landscape and Scholarship Funds.

Thank you,

Bob Barker SSAI President - boatsfun@comcast.net

Native Plants for our Seacoast Yards

by Kathleen Casey

Lately, I've been seeing lectures, lists, and articles about creating a healthier, biodiverse garden by planting native plants. These flowers, shrubs, and trees, have grown naturally on Cape Cod since before the early settlers landed and have adapted to the unique environment on our peninsula.

When looking at my yard this spring, I saw bare spots where annuals and some perennials just didn't make it through the winter, so I thought, why not try planting shrubs, flowers, and ground covers that needed less care, would support our special ecosystem, and would attract a variety of birds, butterflies, and other creatures?

To help me out, I considered local sources that could offer advice.

WEBNER, up the street on Route 28 in Waquoit, not only has guided walks, summer family concerts on the bluff, and trips to Washburn Island, but they also distribute information about how we can landscape in a sustainable way.

The Falmouth Conservation at Town Hall can suggest some plants for you. Conservation Agent Mark Kasprzyk is a wonderful resource for landscape concerns.

Roberta Clark, the Cape Cod Extension Educator, runs the Barnstable County Fairground Gardens on Route 151 in Falmouth. A few of her ideas seem perfect for gardening with native species on Seacoast Shores, since we want to protect and maintain safe drinking water, preserve the Cape's ecosystem, and make the quality of life better for all in our area. She suggests that we build up our yard soil with compost and mulch with shredded leaves or chips. Go to the extension's website and look under "horticulture" for her plant suggestions. www.capecodextension.org

Headquartered in Yarmouth, the Fund for Animals has a website article entitled, "This is Your Cape Cod: Keep it Natural", which lists many beautiful species of native plants and how they help local wildlife. (www.fundforanimals.org/cape/get_involved/your_cape_cod.html).

The Cape Cod Commission site offers habitat information about trees and shrubs for our coastal environment. (www.capecodcommission.org/).

Here are some of my favorite native species:

- Flowers and low growing plants: goldenrod, seashore mallow, sea lavender, lady slippers, meadowsweet, Canada Mayflower, butterfly weed, trailing arbutus, aster, milkweed, lupine, cardinal flower, star flower and pipsissewa, bearberry winterberry, moss
- Shrubs/small trees: sweet fern, beach plum, bayberry, vibernum, red cedar, juniper, huckleberry, shadbush, sweet pepper bush, spicebush, mountain laurel, birch, witch hazel, blueberry, holly, inkberry, swamp azaleas, flowering dogwood and bayberry (shown below)



Over many years, our native plants have evolved to survive in our natural landscape; they don't need as much water, fertilizer, and pesticides. Sounds like my kind of gardening!

SUMMER BINGO 2011

Yes, there will be some BINGO this summer. Although the frequency is uncertain at this point, I will coordinate with the other committees to see how often we will be able to meet. The plan is to try to have BINGO following other functions since tables, chairs, tents, etc. will already be set up. Even though it will be an abbreviated season, it may be a fun opportunity to try some different themes - perhaps "BINGO Under the Stars" with lots of white lights twinkling overhead. Look for the BINGO sign at the Seacoast Shores entrance with the date and time of the games this year. And before we know it, we'll be yelling "BINGO" in our beautiful new clubhouse! Spring is finally here.
Elaine Collins - emcollins66@aol.com

INVOICES - Dick Sette for the OC

Invoices were issued in late March for SSAI member's 2011 Annual Dues and 2011 Investment Share Payments. **Both payments are due by April 30th 2011.**

As we explained in earlier SCANs this will enable us to know what financial resources are available to the SSAI OPERATING Budget at the start of the season and our new Clubhouse and Amenities PROPERTY Budget during the critical construction phase.

Your cooperation in providing these payments on-time will be appreciated. Your past generosity with donations for our Beach, Landscape and Scholarship Funds is deeply appreciated.

Moving forward - April will be our invoice and payment month for Annual Dues; Investment Share Payments; and Recreation Fees (for Investment Share Members)

OUR SPRING CREATURES – Tom Noonan



SCAN DISTRIBUTION

We are trying to distribute the SCAN entirely by e-mail. Please help us accomplish this goal that will save the SSAI money. Go to www.adobe.com and download their FREE Adobe Reader. It will enable you to view the SCAN which is sent in PDF format. Help us meet this goal.

Provide us your e-mail address if you have not already done so. It will be kept confidential.

Another hint – download the SCAN into a folder on your computer; go off-line and then open it for reading.

STREET LIGHTS

If you have a street light out call:

REPUBLIC LIGHTS

1-800-544-4876

They do the street light maintenance in Falmouth

Advantage Partners Program

Please review all of our Advantage Partners' generous offers below and use the discounts! The program will be successful only if we use it!

The rules...
Your SSAI MEMBERSHIP CARD must be presented when purchasing. Discounts are on regular prices and can not be combined with other offers/coupons. Seacoast Shores Association with its connection to over 300 local households obtains discounts at local businesses, our Advantage Partners, in exchange for promoting those businesses in all of our member materials. Seacoast Shores Association believes in strengthening our local economy by directing volume to local businesses, which in turn employ our residents and keep our economy thriving. Please understand that these generous SSAI Member-only discounts cannot be combined with any other offers or coupons offered by our Partners.

BoatWorx of Cape Cod, (508) 540-1840
www.boatworxcapecod.com

10% off of all labor for SSAI Members
Complete mobile marine servicing, marine repair, maintenance and cleaning, hauling services and seasonal commissioning and decommissioning.
Fully insured and we come to you!

Cape Cod Boaters Co-op - (508) 563-1330
www.capecodboaters.com

50% discount - just $9.95 - for a full year and free next day delivery to Seacoast Shores
True discounts ranging from 20% to as much as 60% off marine retail store prices for all your boating needs - cleaning supplies, safety equipment, everyday purchases such as lines, fenders, and even water toys, and for the do-it-yourselfer - all the parts to repair your boat and engine. Your catalogs will contain over 25,000 items for all your boating needs. They also have a growing list of "partners" providing discounts on services - shrink wrap, canvas, boat surveys, tow insurance, etc.

C. G. Promotions - (508) 388-7004
www.cgpromotions.net

Discount to SSAI Members
Direct to Garment Printing
Full color graphics

Collins Civil Engineering Group, Inc - (617) 347-1363
www.CollinsEngineeringGroup.com

Collins Civil Engineering Group, Inc. is a full service Civil Engineering, Survey and Environmental Management company, servicing southeastern Massachusetts and Cape Cod. My firm will gladly provide services to any Seacoast Shore resident with a 15% discount on labor with a minimum value of $100. Wetland filings, septic

designs, certified plot plans, underground storage tank removal oversight and lot line stake out are only a few services that we can provide for you. Please contact me anytime by email at grcpe@aol.com or you can visit us at www.CollinsEngineeringGroup.com or call me on my cell phone at 617-347-1363 for a free quote. My family and I are grateful to be part of the Seacoast Shores community and look forward to being active members of the association.

D. Whelan Plumbing Services 508-548-5350 dwhelanplumbingservices@yahoo.com

10% off labor for Seacoast Shores association members

Falmouth Framing & Art - 311 Main St., Falmouth (508)548-0424

10% off

Hamilton & Hamilton, P.C. (781) 894-8700 www.hamiltonlaw.us

& Hamilton, P.C. is a general practice law firm with concentrations in real estate transactions, construction and civil litigation and personal injury law.
Refinances: $150.00 discount (33%) on attorney's fees at closing
Purchases: $300.00 discount (50%) on attorney's fees at closing
Sales: $150.00 discount (33%) on attorney's fees at closing

Your Seacoast Shores contacts are Chris Hamilton chamilton@hamiltonlaw.us or Leslie Hamilton lhamilton@hamiltonlaw.us. The above discounts apply to closing fees only.

KK Codders Seafood & Grille, 100 Davis Straits, Falmouth

(508) 299-8200 www.kkcodders.com

10% discount off your entire bill on Monday through Thursday.
KK Codders also has a Loyalty program, so if you plan on going back, make sure you join at no cost.

Mahoney's Gardening Center

10% discount off most regularly priced merchandise when the SSAI Membership Card is presented at the register.

Nick's Lawn Service - (508) 495-3223

$10 off regular pricing for ordinary lawn cutting. Yards less than 10,000 square feet, discount price $25. Yards greater than10,000 square feet, discount price $35. You must present your SSAI Membership Card to receive the discount.

pies a la mode 352 Main Street, unit #4, Falmouth (508)540-8777 piesalamode@yahoo.com

10% off any order of their delicious bakery and ice cream products to SSAI members. They feature a variety of freshly baked pies, cakes, cookies, and much more. Also, ice cream, gelato, ice cream cakes, chocolate covered frozen key lime pie and seasonal specialties. Everything is made there in their Shoppe from the finest ingredients available. You must show your card and the discount can not to be combined with other offers.

Pizza 1 & Subs 2, East Falmouth, Rte 28, (508) 457-1212

10% off all eat-in and take-out orders! You must show your SSAI membership card at the register (no exceptions and not valid on delivery orders). Please know this generous 10% SSAI-Member-Only-Discount CAN NOT be combined with any other offers or coupons. Check out their menu and other offers anytime at www.pizza1subs2.com.

Port Cargo, 156 Main St. (Rte 28), Falmouth, MA (508) 540-4466

10% off all accessories for current SSAI Members, smaller discount on Accessories already on sale

Rockland Trust, East Falmouth - (508) 732-3744 (Dan Picha) www.RocklandTrust.com

10% discount off its published Investment Management Group fee schedule for investment management services.
Waiving of the $1,000 minimum checking account balance requirement! Open a free interest bearing checking account with no minimum balance required, including free ATMs and special mailings on their best Certificate of Deposit and loan rates. Visit Rockland Trust online, call Dan Picha or visit the local E. Falmouth branch office.

Rocky's Gym & Fitness, Rte 28, (508)540-0018

22-33% off of the individual pricing, depending upon your selected payment plan! Seacoast Shores Association is considered a Group for membership pricing. Rocky's brand new facility with top notch cardio equipment & free weights also offers aerobics, personal training, health & wellness, yoga, boxing, massage therapy and much more…..Sign up today.

Star Nails, 422 East Falmouth Hwy, Rte 28, (508) 548-7598

10% off on all services when the SSAI Membership Card is presented. Ask for a special discount for parties of 6 or more.

The UPS Store, 775 East Falmouth Hwy, E Falmouth, (508) 540-5100

10% off all regularly-priced services! Whatever you need in shipping, postal, copying, printing, supplies, 24-hr mailbox and other business services, you'll find it conveniently around the corner at The UPS Store.

* * * * * * * * * * * * * * * * * *

Besides promotion, one of the benefits we offer our local Advantage Partners is EXCLUSIVITY for their type of service. If your company would like to receive more information or if you have suggestions, please submit an email of interest to Don Weymouth for consideration.

We send email updates to Members when new Advantage Partners sign up...if you would like to receive updates in 2011, be sure to include your email address on your 2011 application.

DOGS

All pet complaints (dogs continually barking, aggressive dogs, dogs not on leashes or dog owners not picking up after their pets). Call in to Animal Control (508-457-2552) so that they might take the necessary actions.

MEMBERSHIP CARDS for 2011

Will be mailed to you as soon as your dues are received starting in late April.

NEIGHBORHOOD WATCH – Frank Gorgone

REMEMBER - "If you see it, report it to the POLICE as quickly as possible"

Residents are the eyes and ears of the community and we encourage you to call your local police with concerns about suspicious activities, property damage or theft, illegal dumping, open fires and unauthorized use of community assets, speeding vehicles, unregistered vehicles or other reportable offenses.

Call the non-emergency Falmouth Police phone number

508-457-2527 there is a menu but if you press zero you will be connected to the dispatcher

For true emergencies like a heart attack, car accident, crime-in-progress, fire, drowning….etc.

Call "911"

Please leave outdoor lights on, one in the backyard and one in the front yard. Use timers to control the lights. Especially if you are going away for an extended stay. Lock your car doors, shed doors, boat hatches and both your back and front house doors even when you are at home.

Most thefts involve unlocked doors !!!

Some members have purchased video camera systems and they have been successful in identifying people who trespass on private property. Also when you go away cancel deliveries such as newspapers and the mail so that they don't pile up on your driveway or entrance way or in your mailbox.

Neighborhood Watch Meetings will be posted at the front entrance.

SPRING AT THE BEACH

Planning for the Upcoming Beach Season

Seacoast Shores Association Beach Committee has begun planning and anticipating the upcoming beach season. We hope to kick off the year with our Members Annual Hamburger/Hotdog Cookout at the end of June or early July. The exact date will be announced at a later date.

This year as a new addition, there will be a recycle receptacle at the beach. Please help keep our beach clean by removing all trash and recycling to the containers provided.

A quick reminder of the major beach rules:

- **No Dogs Allowed at Any Time**
- **No Boating or Fishing in the Swim Area**

Can't wait for the warm weather and sand on our toes!

Tom Rodger – Beach Committee Chairman

FRONT ENTRANCE CLEAN-UP

It's set for 9:30 AM – 11:30 AM, Saturday June 4, 2011. Please bring your cutters, rakes, shovels, wheel barrels, tarps, trash bags, gloves and drinking water for yourself. Place your name on your tools.

All that is needed are some volunteers to assist. Last year we had an excellent turn-out of volunteers.

When the watering system is set up in late June/early July we will need volunteers to accomplish the weekly watering. If we get 6-10 volunteers it will require 1 hour every 2 weeks for each volunteer.

Thanks for your support.

Arlene Schubert – Landscaping Committee Chairperson

MOVIE NIGHT UNDER THE STARS

Free Movie Night -------- once again we are all looking forward to beaching, boating, nice weather and free movies under the stars. Movie night will take place somewhere in Seacoast Shores, on Thursdays at 7:30 PM.

Please save Thursdays for an evening of fun for the kiddies and adults as well. Popcorn, chips, sodas, ice cream and candy goodies will be available for purchase. If there is anyone out there that would like to help out, please contact me via email. pboyle48@yahoo.com

Any help, at all, will be truly appreciated. Thank you to Derek and Dalton Frawley for your past assistance with the electronic equipment. Thank you to all of last year's helpers.

Peg Boyle

ONE QUESTION - TWO POINTS OF VIEW

Every year the question surfaces as to the original intent of the developers of Seacoast Shores regarding the obligation of residents to pay dues to the Association. Did the original developers of the community ***mandate*** that every resident of Seacoast Shores pay annual dues to the Association or was it an option? After viewing copies of several of the original deeds of seacoast residents the answer is not obvious. It is not that the deeds are unclear but rather that they are inconsistent. The following describes the reasons for this inconsistency and the dual point of views that have emerged regarding the obligation of residents to pay dues to the Association:

POV #1: MANDATORY DUES

Some of the deeds make it very clear that if you own a home in Seacoast Shores then you have the right to use all Association assets including right of ways, beaches, clubhouse, etc.. It also is clear in these same deeds that if the Association exists then the resident is required to pay dues to the Association in exchange for the right to use the aforementioned assets. This appears to be a very common sense based approach - ***pay for use***. I think it would be very difficult for anyone (although it may be theoretically possible) to make the case that they don't use association assets if you live in Seacoast Shores. For example

- Have you ever been to the beach?
- Have you ever used a right of way?
- Have you ever attended any event at the clubhouse?
- Have you ever requested anything from an Association Board member or official?
- Have you ever driven by the front entrance and appreciated it?
- Have you ever complained to the Association?
- Have you ever advertised the beach or ROW's to prospective renters?
- Are you relieved that we have an active police patrol in Seacoast?

If you answer "YES" to any of the above then it makes sense that you would be required to pay Association dues particularly when your deed stated as much.

POV#2: OPTIONAL DUES

Some of the deeds make it very clear that if you own a home on Seacoast then you have the right to use all Association assets including right of ways, beaches, clubhouse, etc.. However, these deeds do not call out the obligation to pay dues if the Association exists. There could be many reasons for this omission but the fact is that it is omitted in some deeds. Some of the residents who hold these deeds therefore claim that paying dues to the Association is not mandatory and merely an option… ***use but don't pay.*** I am not sure how someone who answers "YES" to any of the questions of asset usage above can (with intellectual honesty) conclude that dues are optional.

Let's explore for one moment the hypothetical resident who answers "NO" to all questions regarding Association asset usage…

- Have you ever been to the beach? **"NO – I don't like to swim"**
- Have you ever used a right of way? **"NO – I don't like to boat or be by the water"**
- Have you ever attended any event at the clubhouse? **"NO – I don't like to socialize"**
- Have you ever requested anything from an Association Board member or official? **"NO – I don't care about the Association"**
- Have you ever driven by the front entrance and appreciated it? **"NO – I wish they would let it grow over and I don't care about the bag of garbage that accumulates there every week"**
- Have you ever complained to the Association? **"NO – I don't complain"**
- Have you ever advertised the beach or ROW's to prospective renters? **"NO – I don't rent my place"**
- Are you relieved that we have an active police patrol in Seacoast? **"NO – I could care less about security – I have my own weapon"**

If a resident has both a deed that doesn't call out an obligation to pay dues and answers all the questions above "NO" then I suppose an intellectually honest argument could be made that dues are not mandatory… However, I would wonder why anyone would want to live in Seacoast if they answered "NO" to all the questions above…

I would argue that the only two theoretically legitimate positions for residents are one of the two above depending on both the language in your deed and your personal attitudes and preferences regarding asset usage. All other positions or excuses including the following are in my opinion neither legitimate nor intellectually honest:

- I don't like what happened in 1982 so I stopped paying dues
- I don't like one of the Board members
- I don't like the new clubhouse idea

In summary I believe the original intent of our Seacoast Shores founding fathers is that all residents were required to pay dues to the Association if it exists and is functioning (which has always been the case). It only makes sense. Additionally, the bill currently making its way through the state government seems to favor this point of view. If the bill is approved it will require all residents to pay dues. I think the government actually got this one right. I know of no other model where one can use assets and not pay something in return to help maintain and manage the assets. We all understand this all too well as we all shoulder the burden of various state, federal and local taxes to pay for our schools, roads, police, etc.. Nothing is free except the beautiful sunshine, salt air and ocean water we all enjoy only a few steps away from our homes that we all love on Seacoast Shores. Just think of what we could do if everyone paid dues…

Dan Frawley

CLUBHOUSE RENTALS

Please plan ahead. We will be renting right up to the start of construction of the new clubhouse. I'll be coordinating closely with Pete Langan so that we can respond quickly to your rental request.
For more Information, the application and a copy of the rental provisions contact Cheryl Grabauskas

Cell #580-681-9968

Home/Office #508-388-7004

Existing Clubhouse - $100 donation to rent / $100 security deposit
New Clubhouse – The donation has not been set yet by the Operating Committee
Thank you,

Cheryl G - seashells0214@gmail.com

DOCK SPACE WANTED

My name is Bob Young and I am a year round Falmouth resident now living in North Falmouth. For ten years I lived on Edgewater West in Seacoast Shores and when there did a lot of boating. Since moving, I have used a trailer for my boat, but this year would like to use a dock in your area if possible.

Seacoast Shores residents who may have a dock space for rent for a small 19 foot boat for the summer season? Your help is appreciated.

Bob Young
14 Millstone St
No. Falmouth
508-566-0542 rcycapecod@verizon.net

DREDGING UPDATE

Menauhant inlet channel and the connecting channels (north and east) Dredging in 2011

Dear SSAI Members:

We have received some excellent news from the Chair of the Waterways Committee. The dredging of the Menauhant inlet channel and the connecting channels (north and east), that are so badly shoaled that passage is near impossible and dangerous, **has been approved.**

Now the rest of the story ----- The dredging will require the removal of ~ 2400 cubic yards of sand at a cost of $17K. There are other dredging sites along the Falmouth coast line that are as critical. The total requirement for all these areas adds up to $47K. The town has $20K in its dredging budget.

What do we do?

Each area of town with a critical dredging requirement is going to solicit donations from boaters and supporters of boating. Last year the Green Pond area boaters and residents raised $3.5K to facilitate the dredging of their channels in a similar situation.

Some of you have been enormous in your support to-date of the initiative to get the Menauhant inlet channel and the connecting channels dredged this year. It was the many letters that you provided and the support of State Representative David Vieira that resulted in its approval. We thank you, your support is appreciated.

But now we need cash donations to support the dredging initiative or it won't get done this year. We have already received $1000. in donations.

Please e-mail your pledge for a donation to Bob Barker at: boatsfun@comcast.net or telephone it to Bob at (508) 540-6316

Then mail your check to:

SSAI - DREDGE
PO Box 768
East Falmouth, MA 02536

Your consideration and generosity are appreciated.

Regards,

Bob Barker SSAI – President
Dick Sette SSAI – Vice President

SOCIAL COMMITTEE

A Game of Dominoes……..
Honesty being the best policy – here is the social news for the boulevard for this summer.

I DON'T KNOW!!!

If all goes according to plan we will have broken ground. If the ground is broken there may not be a clubhouse. If there is not a clubhouse we may get a huge tent. To get a huge tent we will need some space that is huge and flat and deemed safe. That last piece may be the problem piece. It may be out of our hands totally should the town determine that it is unsafe to have people in the area.

We may try to obtain permission to use one of our streets in such a manner that emergency and safety vehicles can still pass. We may try to use the grassy area outside the present clubhouse grounds. We may ask a member with a large backyard or empty lot or large front yard to let us use their property.

Obviously, our first wish is for a full social calendar and we will do everything in our power to make that happen. It is a fact that social gatherings are the foundation of a community. We have to think outside the box (clubhouse) to make a social calendar this summer a reality. We need all the help we can get if it is to happen. Our main goal in all that we have done, do and plan to do is to build that community to make it bigger and stronger. The better we know one another the more we care what happens within our community. Let's show that we care enough to make things happen in Seacoast Shores this summer – put your thinking caps on and make a plan.

Eleanor Bouvier – Social Chairperson

BOAT SLIP FOR RENT
Childs River, near Edwards BY.
Will accommodate up to 42' boat with 14' beam, 4'draft.
Open access to Waquoit Bay and Nantucket sound (no bridges). Water, 30A 120v, 50A 120/240A elect available.
Call Joe Apicella 508-548-8655, 508-353-2210
joeap540@msn.com

Paid advertisements

D. WHELAN
PLUMBING SERVICES
Denim Whelan
Master Plumber
Master Lic # 15382
508-548-5350

GREG'S HOME IMPROVEMENT

Roofing, siding, decks, windows, trim,……. etc.

No job too big or too small

UNBELIEVABLE: Only $35 per hour total
for Two (2) experienced craftsmen

508-361-7954 ; all calls returned promptly

COLLINS
CIVIL ENGINEERING GROUP, INC.
Braintree • Falmouth • West Bridgewater, MA
George R. Collins, P.E., C.S.
President - Chief Engineer
225 South Main Street
West Bridgewater, MA 02379
Cell: 617.347.1363
Office: 508.580.2332
Fax: 508.580.8336
Email: GRCPE@aol.com
www.collinsengineeringgroup.com
MEMBER ASCE-BSCES
• Civil Engineering • Land Survey • Septic & Site Design
Licensed Site Professional Services • Better Business Bureau Member 13031

"You have more important things to do"
Mayflower Homemakers
Residential & Commercial
Property Management Services
Yearly and Monthly Cleaning
Call 508-444-6400 Today for a FREE estimate! | MayflowerHomemakers.com





Rights of Ways

We are looking for a member or members to be responsible for our Rights of Way. It is a Committee Leader Position. It is not a position on the Board. An e-mail report for the 7 board meetings each year would be sufficient or you may come to the meetings and present your report in person, it is your choice.

There are two members who have already expressed an interest in working on a ROW Team.
Some duties:
1. General Oversight of the ROWs
2. Answer SSAI member's questions
3. Review plans and sites whenever the town notifies the SSAI that a resident is building a house or dock adjacent to a ROW
4. Some of the ROWs need maintenance this will require you to develop plans/budgets for Board approval
5. Revisit the task of having the ROWs surveyed. Develop plans/budgets for Board approval. This is a huge and expensive job that will have to be spread over several years.
6. Visit the ROWS twice a year to ensure that there are no violations
7. Replace the ROW signs as required (obtain 2-3 volunteers)

It's a job that can be done to your schedule. Contact me if you are interested in this position.
Dick Sette for the SSAI BOD (rfsette@aol.com)



BUILDING COMMITTEE

Happy Spring !

It has been a long winter and I hope all is well for everyone.

We have received multiple bids back on the clubhouse and are putting finishing touches on some adjustments and details to align with our budget. We have some anxious bidders ready to start.

It has been a very long road to finally get where we are, but to all that thought it could not be done, we are ready to start building the new clubhouse !

Once adjustments to the plan have been settled there will be shovels in the ground.

That will beTHIS SPRING !!!!!!

We look forward to seeing the start of this clubhouse and appreciate the help and patience of all who have helped in making this a reality.

Thanks to all who have supported us.

Pete Langan – Building Committee Chairman



OPERATING COMMITTEE

Tomorrow is Finally Here…….

It has finally happened! Tomorrow has come! We all wait for Tomorrow to come and it never seems to get here but this time it did. Construction of the long awaited clubhouse and amenities project is set to begin. The town, along with many Seacoast Shores residents, is very excited about the project.

The idea of bringing Tomorrow to today was started a few years ago by Dan Frawley. He and the PPC had a vision and through painstaking efforts put together a plan and a team to get this accomplished. The plan had to be perfect and the PPC had to be unwavering in its efforts. This was the case and we are now seeing the fruits of their labor.

Throughout their presentations the PPC was dependent on the fact that Seacoast Shores had visionaries that

could see what the PPC saw: They saw Tomorrow!!! Tomorrow was touted as being able to bring in a new era of Seacoast Shores. With the collective efforts of the residents Tomorrow would bring a new clubhouse and amenities that we could all enjoy. Tomorrow would show us that we had the ability to move forward as a community. Tomorrow would show us that with hard work and dedication we could accomplish anything.

The particulars of the clubhouse project are not yet established. Pete Langan, the Chair of the Building Committee, is in the process of selecting a builder and expects to begin construction in May 2011. Once the selection is made an e-mail notification will be sent of who was selected and a timeline of the construction. This same information will also be posted to the website: seacoastshores.com. We will also provide information of when the old clubhouse will be razed so the new clubhouse can be raised!

There have been countless hours of volunteerism that have allowed such an enormous project to flourish. The presentations, research and effort can not be measured in days, hours or dollars; it can only be measured by the fact that Seacoast Shores will have a new place for the entire community to enjoy. Effort does not guarantee success but it is a prerequisite to success. This project required an enormous amount of effort and it has produced an equitable amount of success.

I want to say Thank You to all who have helped, are helping and will someday help with the success of our clubhouse. The efforts we put in today will allow us to achieve a better Tomorrow……

Jim Demopoulos - Operating Committee Chairman

VOLUNTEERS

It's amazing how 1 or 2 additional people on a committee can make the tasks or projects move forward very quickly. Please consider volunteering this season.

WASTEWATER UPDATE

By George Ghiorse – Town Liaison to SSAI

The town is moving ahead with its plan to address wastewater management. The April Town Meeting approved $2.77 million package to look further into alternative, eco-friendly solutions to clean up the estuaries south of Route 28, from Little Pond to the Seapit peninsula, and to draw up plans for a so-called large-pipe sewer system for the same area. This amount is substantially less than the $6 million amount mentioned in the Comprehensive Wastewater Review Committee report delivered to selectmen late last fall. The authorization of the debt exclusion funding for the package will be decided on by voters in Question 1 on the May 17 ballot.

If approved by the voters, the bulk of the funding, all but $500,000, will be designated for the installation, research, data collection, etc., of the experimental or alternative systems that could be used instead of a large-pipe system. Some of these "demonstration projects" include shellfish aquaculture, permeable reactive barriers (PRB's), composting, packaging, and urine-diverting toilets, and denitrifying septic systems. Also included in this part of the funding are the design and expansion of inlets to Bourne's and/or Little Ponds, a comprehensive TMDL (Total Maximum Daily Load) study for Oyster Pond, and the design and construction of a remedial solution to run-off to Little Pond. The pre- and post construction surveys, monitoring, water testing, etc., of the above demonstration projects to establish baseline data of their impact are also included in the program. Other items are included, but these items are of most relevance to us on Seacoast.

The $500,000 allocated for the preliminary design of the large-pipe system would be spent exclusively for that purpose. A motion to amend Article 17 (the primary wastewater article) was made by Matt Patrick, former state representative and current town meeting member, to reallocate $500,000 (originally ear-marked for repairs to the current system) to the demonstration projects. The amendment was approved. The money to fix and repair the problem areas in the existing system (the Trunk River force sewer main and the odor control system at the Shiverick's Pond Lift Station) will also be addressed in Question 2 on the town ballot in May.

As things stand now, two strategies are on the radar for solving Falmouth's wastewater problems. One is go for the big-pipe solution and move ahead with the plan to divide the project into three phases, brace ourselves, and pay the tab of between $290 and $600 million (no one really seems to know because the hard facts have yet to be established) over the duration of the installation and beyond. The project would take a long time (maybe 15 years) to complete with a maximum of disruption and huge financial commitment by the town at large, especially those in the affected areas who would be paying betterments for many years.

The other possibility, one which is picking up momentum, is to look seriously into the less expensive yet still untested alternative solutions as many residents are now doing. For example, at an "Eco-Toilet Summit" at East Falmouth School in March, sponsored by several Cape-centered environmental groups, a number of eco-friendly toilet manufacturers presented their wares. The event, moderated by Matt Patrick, drew 100 people and provided information on the costs and effectiveness of the devices. Several telling statistics emerged from the presentation: Almost 90% of a household's nitrogen output can be removed with some of these toilets and 8,000 residences could have toilets installed and maintained for 10 years at a cost of $29 million.

This amount is one-tenth of the low-end $290 million estimate of the big-pipe project. These statistics give

plenty to think about. More information on this event and other Falmouth wastewater issues can be found at www.capenews.net/blogs/under the_lens. The debate on Article 17 at Town Meeting also revealed a tentative but favorable reception to the alternative possibilities. The big questions, of course, fall into the category of funding, management, and enforcement of any plan that would either encourage or make mandatory the installation and use of such toilets or other residential nitrogen-reducing methods. But that's a long way off.

As of this writing in late April, selectmen are in the process of forming a permanent committee to manage and implement the town's wastewater plan, once it's finalized. The May 17 vote is, of course, critical to getting things started. Once the initial funding is in place (there is no significant reason not to vote it in), the yet-to-be-formed committee (temporarily being called the Coastal Ponds Restoration Committee or CPRC) will presumably make recommendations to selectmen on the minutiae of spending as the initial phase moves forward. The size, profile, expectations, and even name of the committee have yet to be determined; but one thing is certain: community input is wanted and encouraged. As Virginia Valiela, former chairperson of the Wastewater Management Review Committee, has stated, the decisions should be "community-based and consensus-driven." Information on applying for this committee can be found on the Board of Selectmen web site. For more information visit the Falmouth Selectmen and Wastewater Department sites at www.falmouthmass.us. Also, a summary of the scope of services for the Draft Wastewater Management Plan (DCWMP) can be found on page 12 of the April 23, 2011, Falmouth Enterprise. This summary includes a wealth of technical information on the plan and an explanation of the "coordination tasks" that must be completed for state review. The Town is hoping to submit the DCWMP for regulatory review within 6 months.

Information for this article was taken from Falmouth Enterprise articles by Christopher Kazarian and Elise Hugus, Falmouth Bulletin articles by Craig Salters, correspondence with Jerry Potamis, Falmouth Wastewater Superintendent, and personal observations and notes from the Annual Town Meeting.

SSAI BY- LAW CHANGE REQUIRED

During the past 10 years SSAI social events with liquor being sold have required that event licenses for liquor be purchased from the town. In anticipation of more social events each year in the future it would be an administrative "nightmare" and very costly to continue to obtain event licenses. Our track record has been unblemished with regard to managing our events that have liquor sold at a cash bar. A seasonal liquor license or a year-around liquor license is a more cost-effective method.

This change will enable either to be implemented.

Dick Sette for the OC

PROPOSED CHANGE:

From:

ARTICLE II. PURPOSES AND OBJECTIVES
This Corporation is organized for the following purposes and objectives: To maintain and promote the social and civic welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores; to organize and promote water and land sports among the members and their families; to engage in all activities which shall serve to improve the appearance and residential desirability of this section; to aid in securing betterment's and improvements. Also, to purchase, lease, sell, hold, develop, convey, or otherwise acquire and dispose of any real and personal property necessary and proper for carrying out the purposes of this Corporation, and to erect, equip and maintain social buildings, floats and appropriate structures or buildings for the use and enjoyment of the members of the Corporation, upon and under such terms and conditions, and subject to such rules, regulations and restrictions, as the Officers, Directors and Committee members may, from time to time, determine. These purposes shall not include the right to apply for seasonal or yearly license to sell alcoholic beverages.

To:

ARTICLE II. PURPOSES AND OBJECTIVES
This Corporation is organized for the following purposes and objectives: To maintain and promote the social and civic welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores; to organize and promote water and land sports among the members and their families; to engage in all activities which shall serve to improve the appearance and residential desirability of this section; to aid in securing betterment's and improvements. Also, to purchase, lease, sell, hold, develop, convey, or otherwise acquire and dispose of any real and personal property necessary and proper for carrying out the purposes of this Corporation, and to erect, equip and maintain social buildings, floats and appropriate structures or buildings for the use and enjoyment of the members of the Corporation, upon and under such terms and conditions, and subject to such rules, regulations and restrictions, as the Officers, Directors and Committee members may, from time to time, determine. "The Club shall have all the powers of a corporation organized under Chapter 180 of the laws of the State of Massachusetts and without limitation thereon, as specifically provided in its Articles and these by-laws."

Please provide your comments by May 15th, 2011 to Dick Sette (rfsette@aol.com)

We will seek your approval at a future 2011 member's meeting.

MEMBERSHIP

It is the time of year for Membership renewals. The Board of Directors decided to keep the annual membership fees at the $130 which, as last year, includes $30 for the extra police details. Since there has been some issues again this Spring, it is important to stay on top of this.

The Membership Cards are being sent out the last week of April and this year will include an expiration date of May 15, 2012 on them so that our Advantage Partners (especially large companies like Mahoney's) will know that the card is still in effect. There are about 30 new homeowners this year, please make sure you get out and meet them and help them get to know their new neighborhood and friends.

Don Weymouth – Membership Chairperson

WEB SITE

The website will be transitioned soon to be maintained by Donnie Davison, so those of you who are interested in writing articles for it or local news stories feel free to start sending them along. The work will be coordinated by Don Weymouth – Membership Chairperson

SAILING UPDATE

CAPE COD MERCURY 15

At the April Board meeting $3000, was approved to refit two sailboats. Frank Beckstein will be heading this project. Bill Kosky will be assisting him. Additional volunteers are needed. Please contact Frank.

Thank you to Frank for tackling this big job. Sailing lesson details will be issued when Frank and his team have completed the refit and successfully tested the sailboats.

Dick Sette



CAPE COD MERCURY 15

OPEN FIRES

Open Fires are allowed only with a town permit, during January 15th – May 1st a property owner may apply for a permit for an Open Fire to burn the tree branches that have fallen during the winter.
Leaves, newspapers, trees that have been cut down, household trash, household debris and construction debris cannot be burned in an open fire. Open Fires are allowed primarily for the farmers in Falmouth.
If you are granted a permit (they are usually very difficult to obtain in residential areas) then you must call in to the Fire Dept when you plan to burn; you must have a means of extinguishing a fire; it must be at least 75 feet from any structures (houses, garages, sheds…etc.); and you cannot burn on any sidewalks or streets.

To report an Open Fire call the Falmouth Fire Dept Dispatcher at 508-495-2501

SCAN ADS

$25. to publish a business card sized ad in the SCAN

Send your business card and check for $25. to:

SSAI
PO Box 768
East Falmouth, MA 02536

Attn: SCAN ADS

WEB SITE ADS

$25. to publish a business card sized ad on the web site for 3 months

Send your business card and check for $25. to:

SSAI
PO Box 768
East Falmouth, MA 02536

Attn: WEB SITE ADS

Under the Bird Feeder – Hal McAleer – guest photographer



The State of Real Estate

The Spring Market now has started.
A great percentage of the yearly inventory, homes for sale, does come on the market, for sale at this time. Sellers are listing there property in the hopes of attracting qualified buyers. Buyers are inspecting the inventory, while considering interest rates.
Our Falmouth Market is seeing some sales volume. Seacoast Shores in particular is starting to see some sales also in all price point levels.
Kind regards
Rich Generazio
William Ravies Real Estate

View Listings on the next page

Provided by:
Rich L Generazio
Primary: 508-733-7553 Secondary: 508-563-5100 x22
rich.generazio@raveis.com
http://www.richgenerazio.com

SSAI ANNUAL MEETING

9 AM, Saturday July 9, 2010 (should be 2011) at the SSAI Clubhouse

AGENDA:

1. Call to Order: - Bob Barker called the meeting to order at 9:13 am.

a. Welcome to Members and Residents

b. Thank you to the Board of Directors and volunteers of Seacoast Shores: Denim Whalen (plumber), George Ghiorse (Town Liaison), Nasir Kahn and the nomination committee, Dick Sette, Arlene Schubert and Dick Sette (landscaping), Amy Messina (bookkeeper), Joan Mullen (maintain front entrance and boulevard), Rep. David Viera for helping make the dredging of Menauhant inlet possible, Pat Dwan (membership cards)

c. Reminder that only Members can vote on issues that require a vote

d. 2011 Membership Card will be required to cast a vote

2. Secretary's Report – Lee Macleod - 2010 Annual Meeting minutes were accepted.

3. Treasurer's Report as of June 30, 2011– Amy Messina (reports attached)

a. Operating Report – Balance sheet

b. Operating Report – P&L

c. Property Report – Balance Sheet

d. Property Report – Transaction Report

There are three restricted funds: landscape, beach and scholarship. This year the donations have been low to these funds. Members were encouraged to donate. Motion to accept report was passed.

4. Members Review of SSAI Finances – Marnie and Michael Farrell reviewed account reconciliations and tested cash received and disbursement transactions. Recommendations were made: building expenses should be reclassified under "assets"; given influx of cash for clubhouse, Amy should prepare an audit binder for end of the year review. Motion to accept report was passed.

5. Committee Reports -

A. Scholarship – Ann Marie Dillon - The Jack Way Memorial Scholarship was awarded to Linnea Borden (UMass Amherst) based on her essay, academic performance, community involvement and letter of recommendations.

B. Membership – Don Weymouth- There are 317 members this year. Donnie Davidson is taking over the website in the next few months. Dues payment has been prompt this year.

C. Beach – Tom Rodger - The annual cookout was held on Saturday July 2, 2011. There was a great turnout this year. Thank you to the volunteers that helped with this event. The water quality is tested weekly with excellent results. Tom gave a reminder of beach rules and encouraged members to say something if beach rules are being broken. Tom stated that any incoming donations will be used for future beach renourishment.

D. Sailboat Refit – Dick Sette - The BOD approved $3000 to refit the two sailboats on SSAI property. Frank Beckstein has volunteered to refit the sailboats. The boats are fiberglass and made well for first-time users. The goal is to refit the boats and provide sailing lessons to members. The goal is to have the boats ready for next season.

E. Neighborhood Watch – Frank Gorgone - Members encouraged to call police with any concerns. There have been a few incidents with stolen dinghy's/canoes at the ROWs. There have been car break-ins. Members encouraged to lock cars and install motion detector lights. The neighborhood watch meetings are the third Tuesday of every month.

F. Building Committee – Pete Langan - Thanked people who have stepped up to volunteer for the building/operating committees. The building permit is in place (issued May 13, 2011). Over the winter, the plans were revised to add a commercial kitchen, which had to qualify for pre-

existing/nonconforming use. A special permit for the parking area was obtained so that the overflow parking areas would not be altered. Bids were received based on the plans as drawn. The job was awarded to RJA Builders on a cost plus basis with a cap. Each stage of the building process will get three bids and must be approved by Pete Langan to maintain the budget. Projected start date is July 17, 2011 with a 9-month time line. The pool and tennis courts are still included in the project budget. Pete reviewed changes to the architect drawings. Pete responded to questions about the project budget and builder.

G. Operating committee – Jim Demopoulos - 97% of receivables were collected last year. This year, all payments (dues and clubhouse Investment Share payments) were due in April for budgetary purposes, and receivables are at 91%. Jim discussed the timing of payments for those that are on the B, C and D payment plans. Possibilities to increase cash flow include accelerating the payments or securing a line of credit. There will be investor meetings in the future to discuss this issue. Jim responded to questions about funding and legal issues.

H. SCAN – Dick Sette – Thank you to Board Members, Tom Noonan, Kathleen Casey, Elaine Collins Paul Crawford and Frank Beckstein. Thank you to Bob Barker our President, for his outstanding service. The next SCAN will be out next week. Volunteers are needed to hold BINGO at the beach this summer. Thank you to Bob Greymont for all of his repairs to both the clubhouse and front entrance.

I. Landscape - Arlene Schubert - Thank you for donations to landscaping and to volunteer Joan Mullen for year-round trash clean-up. Also thank you to volunteers at the spring clean-up and Dick and Paula Sette for their help. The two copper caps on top of the stone wall at the front entrance were stolen. A police report was made. Estimated value $500. each. Watering / weeding volunteers are always needed.

J. Movie Nights – Peg Boyle - Movie nights will be at the beach this summer. Children will need to bring their own beach chair or blanket. Movie nights will be on Thursday night's beginning in a few weeks. Movies are free and there are refreshments for sale. Volunteers are always needed for these events.

K. Social – Eleanor Bouvier - Clubhouse cleaning was done on Tuesday. The annual cookout is tonight at 6:30pm. Grill masters and bar tenders are needed. There will be an event to move items out of the clubhouse into a POD. Date and time TBD.

L. Town Liaison – George Ghiorse - Discussed that he is involved in the wastewater plan and encouraged members to be knowledgeable of this issue. George has applied for a position on the wastewater committee. Other interested persons are encouraged to get involved. George asked members to contact him with any town issues.

M. Clubhouse Rentals – Cheryl Grabauskas - No rentals scheduled due to upcoming construction.

N. ROWs – Bob Barker - Bill Kosky and Tom Noonan are interested in working on a ROW team. We need a volunteer to head the ROW committee.

5. By-Laws – Final Vote to modify "By-Laws" – Andrea McCarthy discussed changes to SSAI by-laws. Members voted and accepted the change to the by-laws. (attached)

6. Nominations, Elections – Nasir Khan chaired the nominating committee this year. John Macleod and Ryan Buckley were also on the committee. There are three positions up for re-election: president, treasurer and secretary. Nominees are Bob Barker, Cheryl Grabauskas and Lee Macleod. There is a vacancy on the Board. George Ghiorse is being considered for this vacancy. Nominations were voted on by members and the slate of nominees was elected.

7. Q and A Session – Members raised questions about: beach renourishment, legal fees, investor meetings, media coverage for groundbreaking

8. Annual Meeting Adjourned at 10:43 am

Law Office of
Stephen J. McLaughlin, P.C.

210 Whiting Street Suite 6
Hingham, MA 02043
781-749-6688 fax 781-749-6687

October 15, 2012

To all Seacoast Shores "Investment Share" Purchasers

RE: Sample Form of Certificate

Dear Neighbors,

At the request of Seacoast Shores Association, Inc. (the "Association") I have prepared a Certificate which will be issued to all Investment Share participants when their respective contribution has been paid in full.

A copy of a sample Certificate is included in this issue of the SCAN for your review.

The content of the Certificate reflects the presentations and explanations that were provided to the participating Members in the various meetings several years ago.

The Certificate confirms that the Investment Share is specifically tied to your Property address and that the rights and obligation as described in the Certificate will "run with the land", or in other words, will remain connected with your current Property.

In order to be assured that you, as well as your future purchasers or transferees, will have the benefit of the Certificate 'running with the land' and to avoid any risk of losing the Certificate, each Certificate will be recorded in the Barnstable County Registry of Deeds which will create a permanent record of the Certificate having been issued to you.

The recording of the Certificates will be arranged and performed by the Association and the only cost to the individual Investment Share participants will be the actual recording fee charged by the Registry of Deeds.

Due to the number of Certificates to be issued and recorded, the process is likely to take several months. To assure a prompt recording, please follow the instructions that will be sent out with each Certificate.

Sincerely yours,

Stephen J. McLaughlin

Seacoast Shores Association, Inc.
New Clubhouse Investment* Certificate
Certificate Number: xyz-2012
SAMPLE

Seacoast Shores Association, Inc. ("Association") a Massachusetts corporation having a principal office address of 7 Farview Lane, Post Office 768, East Falmouth, MA 02536 hereby issues this Certificate to the following owner of real property located within the Seacoast Shores community:
_____ ("Owner") as the record title owner of the real estate located at and known as _____, East Falmouth, MA 02536 as further defined and described in a deed recorded in the Barnstable County Registry of Deeds at Book _____, Page _____ (hereinafter referred to as the "Property"). The rights, benefits, and obligations represented by this Certificate are intended to run with the Property identified above. This Certificate shall not be effective until it has been duly recorded or filed in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be. The Association will perform the recording or filing of the Certificate upon the Owner's advance payment to the Association, of the recording fee charged by the Barnstable County Registry of Deeds and/or the Land Court Registry District.

The Issuance of this Certificate confirms the Owner's commitment to the development and construction of the New Clubhouse with the desire and intention that the New Clubhouse will maintain, promote and enhance the social and civic welfare of the residents and owners of properties in Seacoast Shores, and to that end the Owner has made, and satisfied, a financial commitment to fund the construction of the New Clubhouse.

As the holder of this Certificate, the Owner is entitled to participate in the programs and benefits which the Association offers to those real property owners who have made similar financial commitments to the development of the New Clubhouse, as such programs and benefits may be determined and offered by the Association from time to time. The Owner, and future holders, of this Certificate are required to maintain a Basic Association Membership each and every calendar year, and to pay the Basic Annual Membership Dues of the Association, in a timely manner, as such dues may be determined from time to time. The opportunity for the Owner, and future holder, to participate in the Association's Recreational Membership programs and benefits shall be upon the Owner's, or holder's, payment of additional Recreational Membership Dues on an annual basis in amounts as determined by the Association from time to time.

This Certificate does not convey any ownership interest in any land or assets owned by the Association either now or in the future.

Neither the Owner nor any future holder of this Certificate accepts nor assumes any obligation, financial or otherwise, of the Association, its Officers, Directors, agents, servants, or employees, whether now existing or incurred in the future. No creditor of the Association shall look to the Owner, or any future holder of this Certificate, to satisfy any debt, judgment, or other liability of the Association, whether now existing or incurred in the future. By accepting this Certificate neither the Owner, nor any future holder, agrees to indemnify or hold the Association, its Officers, Directors, agents, servants, or employees harmless from any debt, judgment, or other liability of the Association, whether now existing or incurred in the future.

The Association, its Officers, Directors, agents, servants, and employees, express no opinion as to whether the Owner's participation in the funding of the New Clubhouse and/or the issuance of this Certificate, will enhance the fair market value of the Owner's or holder's Property as described above.

This Certificate is non-negotiable and may not be sold or conveyed by the Owner to any other person or entity owning real estate in Seacoast Shores except to a buyer or transferee of the Property described in this Certificate. Any attempted negotiation, sale, or assignment of this Certificate to a person or entity other than the new owner of the Property described in this Certificate shall be void ab initio and the Association shall not recognize, honor, or otherwise effectuate the purported transfer, and the purported transferee shall have no claims or rights against the Association. These restrictions against negotiation and transfer shall be equally applicable to any person and/or entity acquiring an interest in the Property described in this Certificate by mortgage, lien, judgment, inheritance, or otherwise by operation of law.

In the event that the Owner, or future holder, of this Certificate fails to maintain a Basic Association Membership in the Association each and every calendar year and/or to pay the Basic Annual Dues of the Association, in a timely manner, as such Basic Annual Dues may be determined from time to time by the Association, then the Owner, or holder, shall be in breach of the obligations and covenants applicable to the Owner, or holder, pursuant to this Certificate and the Association shall have all available rights and remedies, at law and in equity, including without limitation, the following:

- To record a Notice of Delinquency in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be, with Notice of the unpaid Dues, assessment, and associated fees and costs**.** No legal process shall be required to authorize the Association to record such a Notice of Delinquency.

- To enforce the payment of any unpaid Basic Membership Annual Dues by any available legal process.

- To place a lien on this Certificate, without necessity of legal process, such that a transfer of the Property will not be effective to transfer this Certificate unless, and until, the delinquency is cured.

- In the event that such delinquency continues for a period of one (1) year, without cure, or without other arrangements for cure having been made to the satisfaction of the Association, then the Association may, but is not obligated, to terminate and rescind this Certificate without necessity of legal process, and without compensation to the Owner, or holder, whereupon all rights of the Owner, or holder, shall terminate without recourse to the Owner, or holder. In the event of such termination and rescission of this Certificate, the Association may, but is not required, to record a Notice of Termination and Rescission in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be.

- The Owner, or holder, of this Certificate shall be responsible for the payment of all collection costs incurred by the Association.

- The Association's rights and remedies shall be deemed cumulative and not mutually exclusive.

- The Owner, and future holders, of this Certificate waive all rights to claim a trial by jury in any legal action commenced relative to this Certificate and the rights and obligations set forth herein, and further agree that the Courts of the Commonwealth of Massachusetts located in Barnstable County shall be the sole and exclusive jurisdiction and venue for any litigation.

At least thirty (30) days prior to any intended sale or transfer of the Property, the Owner, or holder, of this Certificate, may submit a written request to the Association for the issuance of a Statement, suitable for recording at the time of conveyance, confirming the then current status of this Certificate and of any unpaid charges and/or assessments then outstanding. The Owner, or holder, shall be responsible for the recording of any such Statement and the costs associated with such recording.

* The use of the term "Investment" in this Certificate is intended to reflect the Owner's commitment to the Seacoast Shores community, and more specifically to the development of the New Clubhouse which was conceived and intended to enhance the Seacoast Shores community. This Certificate does not constitute an Offer or a Sale of a Security, and is not designed or intended to be a financial investment as may be defined and/or regulated by the Uniform Securities Act as enacted in Massachusetts General Laws, Chapter 110A, or the Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utility Holding Company Act of 1935, the Investment Advisers Act of 1940, the Investment Company Act of 1940, or any other state or federal statute or regulation applicable to securities and investments. The Association, its Officers, Directors, agents, servants, and employees, do not represent themselves to be investment advisors, or investment adviser representatives, broker-dealers, or to be acting in any similar capacities under any such laws and/or regulations.

Issued by Seacoast Shores Association, Inc. this _____ day of _____, 201__ by its duly authorized President and Treasurer

_____ _____

Robert Barker, President Lee MacLeod, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2012

Then personally appeared the above-named Robert Barker, whose identity was proved to me by satisfactory evidence of identification, a Massachusetts driver's license and by personal knowledge, to be the person whose name is signed on the document, and who swore or affirmed to me and acknowledged this instrument to be his free act and deed on behalf of Seacoast Shores Association, Inc., before me

_____
Stephen J. McLaughlin
Notary Public
My Commission Expires: March 3, 2017

Accepted by the Owner(s) this _____ day of _____, 201___

_____ _____
Owner Owner

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2012

Then personally appeared the above-named _____, whose identity was proved to me by satisfactory evidence of identification, a Massachusetts driver's license, to be the person whose name is signed on the document, and who swore or affirmed to me and acknowledged this instrument to be his / her / their / its free act and deed, and the contents of the document are truthful and accurate to the best of his / her / knowledge, before me

_____
Stephen J. McLaughlin
Notary Public
My Commission Expires: March 3, 2017

SAMPLE

SEACOAST SHORES
EST. 1951
ASSOCIATION, INC.
EAST FALMOUTH, MASSACHUSETTS

Dear Friends -

Welcome to the Seacoast Shores neighborhood! Thank you for choosing this beautiful peninsula for your home. We know you will come to love this hidden gem as we do for its access to the water, association beach, beautiful views, its attractive front entrance and its village appeal. The best thing about Seacoast Shores is the ability to join a community that takes pride in its people and natural resources.

With that in mind, we remind you to pay your fair share of community maintenance fees of $300.00

The enclosed informational packet includes community support information. Information for the Clubhouse Dining, Pools and Tennis court access is available on our website. www.seacoastshores.com or you may pick it up at our Clubhouse.

For more information about our Association, please visit our website at www.seacoastshores.com or contact me at bodo@printsynergysolutions.com or Peggy at peggyszu1@gmail.com

On behalf of our President, Dan Frawley; dfrawley7@gmail.com 612-850-8221
Cordially,

Bob Donahoe
SSAI Board Member and Community Supporter Chairman

Peggy Szuplat
Community Supporter Committee

Seacoast Shores Association, Inc.
PO Box 768
East Falmouth, MA 02536

SEACOAST SHORES ASSN. COMMUNITY SUPPORTER APPLICATION
P.O. BOX 768 EAST FALMOUTH, MA 02536

DATE _____

○ RENEWAL OF MAINTENANCE FEE

○ NEW COMMUNITY SUPPORTER APPLICATION - If New, who referred you? (_____)

○ I (We) OWN the Seacoast Property identified below and are eligible to be a Community Supporter.

○ I (We) RENT the Seacoast Property identified below and are eligible to be a Community Supporter.

CONTACT INFORMATION - PLEASE PRINT LEGIBLY

Name (Adults only)_____

Mailing Address – _____
Street

_____ _____ _____
City State Zip Code

Telephone/Cells - _____ Cell 1:_____ Cell 2: _____
Primary telephone Cell Name: Cell Name:

SEACOAST SHORES Address, if different _____

SEACOAST SHORES Telephone, if different _____

E-MAIL ADDRESS 1_____ E-MAIL ADDRESS 2_____

$ 300.00 Annual Maintenance Fees

Our Vision is to Be the Most Family Friendly Community on Cape Cod.
Many supporters of SSAI work hard for you. Please consider donating your talent, expertise, and time toward our mission. Contact any BOD member for details.

I am (we are) interested in donating my skills as a_____to the Community. I am (we are)_____year-round -or-_____seasonal residents.

A completed form with Fees payment is required for supporter consideration. Please fill in all information accurately and completely. Your email address is especially important as the Board of Directors can use it to communicate urgent and important messages to you regarding Seacoast Shores business and activities. We WILL NOT send junk mail or sell your contact information.

SEACOAST SHORES ASSOCIATION, INC.
EST. 1951
EAST FALMOUTH, MASSACHUSETTS

DATE_____ DINGHY REGISTRATION INFORMATION AND FORM

The Seacoast Shores Association, Inc. (SSAI) Right of Way (ROW) Committee continues to work with the Falmouth Conservation Commission on a long-term plan to preserve wetlands from erosion by keeping dinghies and kayaks off the coastal banks of SSAI owned ROWs in accordance to the Wetlands Protection Act.

Member's dinghies and/or kayaks that are stored on the SSAI ROWs must be placed on dinghy racks built by the SSAI or at least 50 feet off the coastal banks which include the marsh grass and sandy areas for ROWs that do not have racks.

Proper Right of Way management includes seasonal dinghy registration to contact boat owners if necessary.

Overview:

1. All Seacoast Shores Residents may use any Right of Way to access the ocean with their dinghy/kayak.
2. Only SSAI Community Supporters are allowed to store dinghies on the SSAI ROWs.
3. SSAI Community Supporters must register their dinghy/kayak(s) **annually** to store them on an assigned SSAI ROW.
4. There is no separate fee for dinghy registration.
5. Each SSAI Community Supporter may store one (1) Dinghy or two (2) Kayaks on a ROW.
6. Dinghies must be stored in designated areas away from the coastal banks which include the marsh grass/sandy area.
7. Dinghies may not be stored in the water tied to any ROW structure, or on the tidal beach.
8. PLEASE NOTE: Unregistered dinghies stored on SSAI ROWs are trespassing and may be removed by SSAI without notice.

Frequently Asked Questions:

1. Do I need to re-register my dinghy even though I registered it last year? **Yes.** Dinghies must be registered annually.
2. Can I register my dinghy for a privately-owned ROW? **No.** The SSAI is only responsible for the ROWs it owns.
3. How do I know if a ROW is privately owned or owned by the SSAI? Please visit the ROW map on the SSAI website.
4. Where do I put the sticker on my dinghy? The Right of Way number and instructions will be mailed with your sticker.
5. If there is no Dinghy Rack on a ROW where can I place my dinghy? In front of the "No Dinghy beyond this point" sign.

Steps to Register your Dinghy or Kayak:

1. Complete the Dinghy Sticker Application form below by printing the information as neatly as possible.
2. Sending Option A: Mail this completed application to SSAI, PO Box 768, East Falmouth, MA 02536
3. Sending Option B: Email as a PDF or JPEG to the SSAI bookkeeper Darya Latypova darya@soundbookkeeping.net
4. An SSAI Dinghy Sticker with a registration number will be issued by the SSAI once the annual dues are received.

SSAI DATE_____ DINGHY STICKER APPLICATION

Name: _____

Seacoast Street Address: _____

US Mail Street Address: _____

City/Town:_____ State:_____ Zip: _____

Preferred Phone:_____ Email Address: _____

Dinghy/Kayak: Length:_____ Width:_____ Color: _____

Requested ROW number:_____ I would like to help maintain my assigned ROW (circle one): YES NO

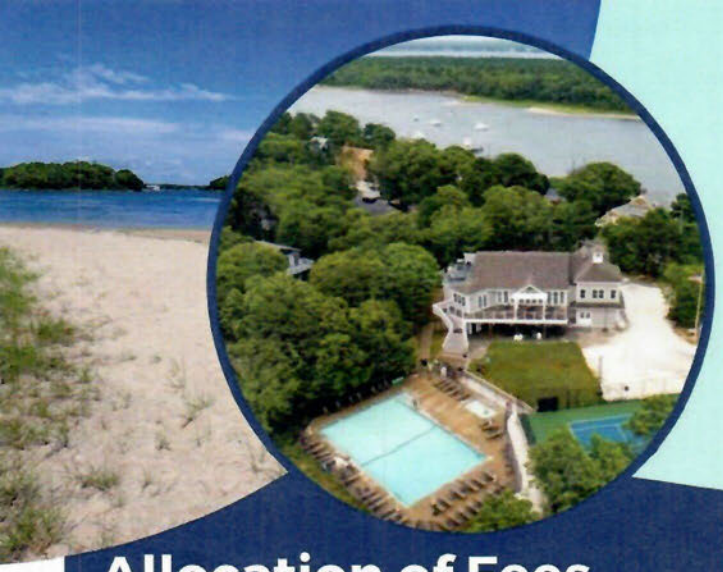
SSAI Official Use

Dinghy Sticker Reg.No.: _____

Assigned ROW: _____

_____ _____

Signature of Applicant Date



SEACOAST SHORES
EST. 1951
ASSOCIATION, INC.
EAST FALMOUTH, MASSACHUSETTS

WELCOME TO SEACOAST SHORES

Allocation of Fees

Association fees, currently $300 per household, are paid annually in January.

- ROW and Beach Maintenance
- Depreciation
  (building, beach improvement, equipment)
- Tax and Bookkeeper
- Insurance
- POS Software
- Landscaping
- Utilities
- Property Taxes
  (ROWs, beach, clubhouse)
- Clubhouse Maintenance
- Jack Way College Scholarship

Clubhouse Access

- Dining open to all Association Members (SSAI member) May, June, September and October
- Welcome Back Party, Summer BBQ, Lobster Bake
- Kids' Bingo, movie nights, and other social events
- Clubhouse rental (requires approval)

Advantage Program

SSAI members enjoy discounts through Advantage Partners such as:

Shipwrecked • Pizza 1 Subs 2 • Star Nails
Law Office of Andrea McCarthy
Muriel Tice Custom Ceramics • Rocky's Gym
Muriel Tice, Home Equity Analysis
Collins Civil Engineering • The Heights Hotel
Hamilton and Hamilton Law

For a current list please visit our website

Association Membership

The Seacoast Shores Association, Inc. is a homeowners' association responsible for maintaining the common assets of the Seacoast Shores community. All homeowners are required to pay annual fees and become an Association Member.

Benefits

Your fees support neighborhood expenses such as maintenance of our 31 ROWs, our association beach, and the front entrance . SSAI members also enjoy voting rights at the annual meeting, several clubhouse social events, access to dinghy racks (requires registration), discounts at local businesses and a $25 credit which can be used toward dining or merchandise purchases.

Clubhouse Membership

In addition to required Association Membership, SSAI offers optional Clubhouse memberships with full access to dining, pool, and tennis. See website for information.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $15.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report
(General Laws, Chapter 180)

Federal Employer Identification Number: 043186217 *(must be 9 digits)*

Filing for November 1, 2012

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. Exact name of the corporation: SEACOAST SHORES ASSOCIATION, INC.

2. Location of its principal office:

No. and Street: 7 FARVIEW LANE
PO BOX 768

City or Town: EAST FALMOUTH State: MA Zip: 02536 Country: USA

3. DATE OF THE LAST ANNUAL MEETING: 07/21/2012 *(mm/dd/yyyy)*
(if none leave blank)

4. State the names and street addresses of all officers, including all the directors of the corporation, and the date on which the term of office of each expires:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	ROBERT BARKER	364 EDGEWATER DRIVE EAST E. FALMOUTH, MA 02536 USA	2013
TREASURER	LEE MACLEOD	13 FARVIEW LN E. FALMOUTH, MA 02536 USA	2013
CLERK	PEG BOYLE	318 SEACOAST SHORES BLVD E FALMOUTH, MA 02536 USA	2013
VICE PRESIDENT	RICHARD SETTE	PO BOX 3537 E FALMOUTH, MA 02536 USA	2014
DIRECTOR	THOMAS RODGER	54 BAYSIDE DR E FALMOUTH, MA 02536 USA	2014
DIRECTOR	ARLENE SCHUBERT	391 EDGEWATER DR W E FALMOUTH, MA 02536 USA	2014
DIRECTOR	ELEANOR BOUVIER	359 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2014
DIRECTOR	FRANK FORGONE	28 EDGEWATER DR EAST E. FALMOUTH, MA 02536 USA	2014
DIRECTOR	GARY GRABAUSKAS	29 KNOLLWOOOD DR E. FALMOUTH, MA 02536 USA	2014
DIRECTOR	JAMES DEMOPOULIS	39 HAMPDEN RD E FALMOUTH, MA 02536 USA	2014
DIRECTOR	GEORGE GHIORSE	28 WOODSIDE DR	2014

		E FALMOUTH, MA 02536 USA	
DIRECTOR	DONALD WEYMOUTH	91 EDGEWATER DR W E FALMOUTH, MA 02536 USA	2014
DIRECTOR	PETER LANGAN	354 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2014
DIRECTOR	DANIEL FRAWLEY	391 EDGEWATER DR W E FALMOUTH, MA 02536 USA	2014

5. Check if the corporation is a cemetery corporation that does NOT hold perpetual care funds in trust. If the corporation is a cemetery corporation that holds perpetual care funds in trust, a copy of the written instrument establishing the trust and any amendments thereto must be attached, and the annual report must be filed by facsimile, mail or in person. __

I, the undersigned, LEE MACLEOD **of the above-named business entity, in compliance with the General Laws, Chapter 180, hereby certify that the above information is true and correct as of the dates shown. IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 28 Day of February, 2013.**

© 2001 - 2013 Commonwealth of Massachusetts
All Rights Reserved

Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Business Entity Summary

ID Number: 043186217 Request certificate New search

Summary for: SEACOAST SHORES ASSOCIATION, INC.

The exact name of the Nonprofit Corporation: SEACOAST SHORES ASSOCIATION, INC.	
Merged with SEACOAST SHORES ASSOCIATION, INC. on 06-08-2010	
Entity type: Nonprofit Corporation	
Identification Number: 043186217	**Old ID Number:**
Date of Organization in Massachusetts: 08-01-1951	**Date of Revival:** 05-17-2010
Date of Dissolution: 11-17-1986	**Last date certain:**
Current Fiscal Month/Day: 12/31	**Previous Fiscal Month/Day:** 12/31

The location of the Principal Office in Massachusetts:

Address: 7 FARVIEW LN

City or town, State, Zip code, Country: E FALMOUTH, MA 02536 USA

The name and address of the Resident Agent:

Name:

Address:

City or town, State, Zip code, Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address	Term expires
PRESIDENT	DANIEL FRAWLEY	391 EDGEWATER DR W E FALMOUTH, MA 02536 USA 391 EDGEWATER DR W E FALMOUTH, MA 02536 USA	2027
TREASURER	MICHAEL C FARRELL	129 EDGEWATER DR EAST EAST FALMOUTH, MA 02536 USA 129 EDGEWATER DR EAST EAST FALMOUTH, MA 02536 USA	2025
CLERK	MARGARET SZUPLAT	139 SEACOAST SHORES BLVD E FALMOUTH, MA 02536 USA 139 SEACOAST SHORES BLVD E FALMOUTH, MA 02536 USA	2027
VICE PRESIDENT	DAVID SMITH	390 EDGEWATER DR E E FALMOUTH, MA 02536 USA 390 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2026
DIRECTOR	WILLIAM ERICKSON	27 HUNTER LN CANTON, MA 02021 USA 27 HUNTER LN CANTON, MA 02021 USA	2026
DIRECTOR	DANIEL HICKEY	120 POOR MEADOW LN E BRIDGEWATER, MA 02333 USA 120 POOR MEADOW LN E BRIDGEWATER, MA 02333 USA	2026
DIRECTOR	ANDREA MCCARTHY	7 FARVIEW LN E FALMOUTH, MA 02536 USA 7 FARVIEW LN E FALMOUTH, MA 02536 USA	2026
DIRECTOR	ARLENE SCHUBERT	391 EDGEWATER DR W E FALMOUTH, MA 02536 USA 391 EDGEWATER DR W E FALMOUTH, MA 02536 USA	2026
DIRECTOR	PETER LANGAN	354 EDGEWATER DR E E FALMOUTH, MA 02536 USA 354 EDGEWATER DR E E FALMOUTH, MA 02536 USA	2026
DIRECTOR	BOB DONAHOE	5 WARNER WAY CANTON, MA 02021 USA 5 WARNER WAY CANTON, MA 02021 USA	2026
DIRECTOR	PAUL CRAWFORD	7 FARVIEW LN E FALMOUTH, MA 02536 USA 7 FARVIEW LN E FALMOUTH, MA 02536 USA	2026
DIRECTOR	JOHN MACLEOD	7 FARVIEW LN E FALMOUTH, MA 02536 USA 7 FARVIEW LN E FALMOUTH, MA 02536 USA	2026

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

ALL FILINGS
Annual Report
Application For Revival
Articles of Amendment
Articles of Consolidation - Foreign and Domestic

View filings

Comments or notes associated with this business entity:

New search

SEACOAST SHORES ASSOCIATION, INC.
SCHEDULE OF ACTIVITIES

M. Schneider copy

The following schedule of activities was planned by your Association Officers and Committee Chairmen for the coming season. Your support and participation in these activities will help the Association.

May 31st	8:00 PM		GAME NIGHT
June 7th	8:00 PM		WHIST PARTY
June 14th	8:00 PM		GAME NIGHT
June 21st	8:00 PM		WHIST PARTY
X June 22nd	5:30 PM		SMORGASBORD - Adults $1.50, Children 50¢
June 28th	8:00 PM		GAME NIGHT
June 29th	9:00 AM	- 2:00 PM	RUMMAGE SALE (Donations needed)
July 5th	8:00 PM		WHIST PARTY
X July 6th	8:00 PM		*OLD TIMERS NIGHT (Adults only) Donation $2.00
July 12th	8:00 PM		GAME NIGHT
July 13th	10:00 AM		CAKE SALE (Donations needed) at the gate
July 13th	7:00 PM		OPEN MEETING (for property owners of Seacoast)
July 19th	8:00 PM		WHIST PARTY
July 20th	8:00 PM		TEEN RECORD HOP
July 26th	8:00 PM		GAME NIGHT
July 27th	9:00 AM	- 2:00 PM	RUMMAGE SALE
Aug. 2nd	8:00 PM		WHIST PARTY
Aug. 3rd	8:00 PM		*GET TOGETHER NIGHT (Adults only) Donation $2.00
Aug. 9th	8:00 PM		GAME NIGHT
Aug. 10th	7:00 PM		ANNUAL MEETING - Paid-up Members only
Aug. 16th	8:00 PM		WHIST PARTY
Aug. 17th			OPEN DATE
Aug. 23rd	8:00 PM		GAME NIGHT
Aug. 24th	8:00 PM		*TEEN DANCE
Aug. 30th	8:00 PM		WHIST PARTY
Aug. 31st			*CATERED CHICKEN BARBEQUE

PENNY SALE

* Tickets to be sold in advance.

To aid your association in renovating the Club House and kitchen it would be appreciated if members would donate trading stamps (whole books would be doubly appreciated). This is a painless way for all members to help.

Dues for 1968 are now due. Make out your check for $10.00 - payable to Seacoast Shores Assoc. Inc. and mail to Mrs. Frederick Brauneis, Treasurer, Seacoast Shores Association, East Falmouth, Mass.

To keep our records up to date, will you please fill out the form below and mail it with your check. If you have already paid your 1968 dues, please fill out the form and mail it anyway. Thank you.

Russ Markgren, President Yotie

NAME _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

SEACOAST ADDRESS _____ SECTION _____ LOT NO. _____

SEACOAST MAIL ADDRESS (if different from above) _____

Please Check: NEW MEMBER ☐

FORMER MEMBER ☐

SUMMER RESIDENT ☐

YEAR ROUND RESIDENT ☐

Please join SSAI in 2016

We made great initial progress last year in improving our assets! Our record membership enabled us to invest heavily in our community with a big chunk of this investment directed towards our Right of Ways (ROW's).

Thanks to record membership we were able to make our first significant investments in the repair, rebuilding and preservation of our SSAI ROW's. Some of this investment enabled us to take the first steps in rebuilding the severely eroded and damaged ROW 12E by developing engineering plans for a long term fix and at the same time constructing a temporary work around (platform with stairs) with the Town's approval.

In addition to the physical repair of our ROW's (we built and installed 5 dinghy racks), we invested the other half into monitoring our ROW's to remove debris, ensure compliance with both Town and SSAI rules and regulations. This is very time consuming and our monitoring team did a great job spending countless hours patrolling, inspecting and maintaining our ROW's.

The Town of Falmouth was impressed with our year one performance although there is still much for the ROW team to do. As part of this same monitoring investment we also monitored the beach for the first time to ensure a family friendly, clean and safe beach. Overall, it was an outstanding year and we ask everyone again to please pay your SSAI Association Membership Dues so we can continue the great progress we made this past year as we continue on our journey to make Seacoast Shores the most desirable family friendly community on Cape Cod.

Note: some residents did complain about the beach monitoring as they did not want to show their ID's. We currently are in discussions with these residents to help them understand all the facts and are hopeful they will support the positive momentum we have as a community and team with us to resolve issues as we move forward.

New ROWs Committee Chairman

I am pleased to announce that Alex Khan has accepted the assignment of ROWs Committee Chairman. He has already walked most of the ROWs, had discussions with a few team members, reviewed the ROW 12 E repair plans and is on track to present the ROWs plan for the 2016 season at the April Board Meeting. Annual Dues received will fund the ROW work for this season. It will take several years to finish all the ROW repair that was identified and presented last year. Please join SSAI and help fund this important restoration work for these valuable assets.

Welcome Aboard and Best Wishes to Alex

Dick Sette - SSAI President

INSTRUCTIONS BY MEMBERSHIP TYPE

FOR ALL RESIDENTS, ASSOCIATION MEMBERS & INVESTMENT MEMBERS:

- Please pay the required 2016 Annual Association Dues ($300) and voluntary donations to the ROWS and Beach (See the enclosed Invoice Worksheet).
- See enclosed instructions for how to make your payments
- Please fill out a SSAI Membership form if you are a ***new*** SSAI Member or an existing SSAI Member, whose ***contact info has changed***
- Please fill out and mail back the ROWs Registration form if you plan on storing a dinghy at a ROW and you are paying the 2016 SSAI Membership Dues

FOR ALL INVESTMENT MEMBERS:

- Please select one of the Clubhouse Member options and pay this and the required food minimum. (See enclosed Invoice Worksheet). The Clubhouse Member options for Investment Members are different from last year!
- Please provide accurate contact information for your Clubhouse Member Designees who are 16 years and older to improve our communications to them. Please do this on the web site by providing their current e-mail addresses.
- If you have any questions about the following items, contact me at James.Demopoulos@brcap.com
    - Investment Share Payments (plan C and D); JNP plan payments; Clubhouse Member Payments; the Target Program, Clubhouse Benefit and Loyalty Program

All SSAI Members:

- Please review all the New Target Member options available this year to SSAI Members
- Contact me to discuss any payment or limited income situation.

James Demopoulos for the Operating Committee **James.Demopoulos@brcap.com**

Invoice Worksheet for 2016 Annual Payments

New programs for 2016

	2016 Association Member – Association Dues		**$300.**
	Clubhouse Member Options (for Investment Members):		
A	**2016 Clubhouse Unlimited**	**$900**	
B	**2016 Clubhouse Limited*** **	**$675**	
C	**2016 Clubhouse Social Limited - dining only (NEW)**	**$500**	
	2016 Food Minimum (required if A or B is selected)	**$400**	
	2016 Food Minimum (required if C is selected)	**$600**	
	Target Member Options: (for non-Investment Members)		
D	**2016 Target Unlimited**	**$1100**	
E	**2016 Target Limited (NEW)*** **	**$750**	
F	**2016 Target Social Limited - dining only (NEW)**	**$600**	
	2016 Target Food Minimum Unlimited (req'd if D is selected)	**$600**	
	2016 Target Food Minimum (req'd if E is selected)	**$500**	
	2016 Target Food Minimum (req'd if F is selected)	**$700**	
	Sub-total 1		
	2016 Investment Share Plan C	**$600**	
	2016 Investment Share Plan D (please contact us for amount)	**TBD**	
	2016 ROWs Donation (Assoc dues required to make a donation)	**TBD**	
	2016 Beach Donation (Assoc dues required to make a donation)	**TBD**	
	Contact Jim Demopoulos for JNP Payments & Questions **James.Demopoulos@brcap.com**		
	Sub-total 2		
	Total (add both sub-totals and pay this amount)		

***Guest Fees required at the pools and tennis court

If you mail in your payment or drop it off at the SSAI Clubhouse please fill in the following info and return this completed form with your payment:

Name: (please print)			
Signature:			
Mail Address: (street)		Local Address: (street)	
City, State, Zip		City, State, Zip	
Phone:		Local Phone	
E-mail:			

SEACOAST SHORES ASSOCIATION 2016 MEMBERSHIP APPLICATION
P.O. BOX 768 EAST FALMOUTH, MA 02536

DATE _____

○ RENEWAL OF EXISTING MEMBERSHIP

○ NEW MEMBER APPLICATION (If New, who referred you?) (_____)

○ I (We) OWN the Seacoast Property identified below and are eligible to be a Member.

○ I (We) RENT the Seacoast Property identified below and are eligible to be an Associate Member.

CONTACT INFORMATION - PLEASE PRINT LEGIBLY
Name (Adults only)_____

Mailing Address – _____
Street

_____ _____ _____
City State Zip Code

Telephone/Cells - _____ Cell 1:_____ Cell 2: _____
Primary telephone Cell Name: Cell Name:

SEACOAST SHORES Address, if different _____

SEACOAST SHORES Telephone, if different _____

E-MAIL ADDRESS 1_____ E-MAIL ADDRESS 2_____

$ 300.00 ___Annual Dues

Our mission is To Enhance the Quality Of Life of All Seacoast Shores Residents.
Many members of SSAI work hard for you. Please consider contributing your talent, expertise, and time toward our mission. Contact any BOD member for details.

I am (we are) interested in donating my skills as a _____ to the Association.

I am (we are) ____year-round -or- ____seasonal residents.

A completed form with dues payment is required for membership consideration. Please fill in all information accurately and completely. Your email address is especially important as the Board of Directors can use it to communicate urgent and important messages to you regarding Seacoast Shores business and activities. We WILL NOT send junk mail or sell your information.

SEACOAST SHORES
EST. 1951
ASSOCIATION, INC.
EAST FALMOUTH, MASSACHUSETTS

Dear SSAI Community Supporters and Seacoast Shores Residents - We wish you a Healthy and Happy New Year!!!

Covid-19 has impacted all facets of our lives, SSAI activities, including the 3 initiatives described below.

Moving forward SSAI will continue to follow the requirements of the state of MA and the town of Falmouth.

The SSAI Rights of Way (ROWs) Committee will initiate a major effort as soon as possible to plan the repair for SSAI ROWs that have had erosion and to protect vulnerable SSAI ROWs by eliminating the causes of erosion while at the same time being consistent with the Wetlands Protection Act.

The Dinghy Registration form is included for your convenience.

The SSAI Beach Committee had an inactive 2020, the target for the fall of 2021 is shown below:

- Background:
  - Unanimous Vote of Approval by the Falmouth Selectmen Enabling SSAI to file an Application with the Conservation Commission - accomplished
  - The Application to the Conservation Commission requires meetings among SSAI members, our beach consultants and various town departments to develop the Application to the Conservation Commission
- Target - A completed Application to ConCom to re nourish, add a handicap access, and significantly improve the drainage for the SSAI Beach and Bayside Drive access.

The SSAI Membership Committee - Given the importance of the Beach to our Community it is hard to understand why anyone would not pay their fair share in order to support our ROW's and Beach – both are huge neighborhood assets and require significant resources to maintain/improve. Once we know the final community supporter tally for 2021 the Beach Committee will re-convene to determine next steps and options for moving forward. Watch upcoming SCANS for updates.

We achieved 361 SSAI Community Supporters for 2020. That is Amazing considering the COVID-19 impact. However, 380 Community Supporters are required to move forward with the Beach and ROWs.

SSAI believes each property owner is required to become a Community Supporter by paying the annual Maintenance Fees (Dues) for all properties owned. The Annual Fees are the only income available to SSAI to pay for the maintenance and protection of the common assets. The SSAI 2021 Maintenance Fees (Dues) ($300.00) and all Clubhouse Fees remain the same as last year. SSAI 2021 Annual Maintenance Fees & Clubhouse Fees are due by **2/15/2021**.

Thank you,

Jim Demopoulos - Chairperson SSAI Operating Committee Dan Frawley - SSAI President

SSAI Annual Maintenance Fees & Clubhouse Fees Due 2/15/21

The ANNUAL MAINTENANCE FEES (DUES) for 2021 are $300.

How to Pay:

1. **If you were a 2020 Member in good standing you may pay your invoice amount by logging in to our web site** www.seacoastshores.com Be sure to update your profile information.
   THIS IS THE PREFERRED METHOD OF PAYMENT – details top of next page

2. **If you are a new member in 2021 you may register on our website and you will then be contacted for payment information and you will be provided with log-in credentials.**

3. **If you prefer to pay by check please** complete either Application or the Invoice for 2021 Annual Payments and mail your check and completed form to **SSAI, PO Box 768, East Falmouth, MA 02536. All checks made payable to SSAI and include a brief description (2021 Fees, IS pay...etc.) in the lower-left section of your check.**

Target Program – Benefits all Seacoast Shores Residents who are not Investment Members but would like to try Clubhouse Membership in 2021 by purchasing a ***Target Unlimited Plan***. The Clubhouse Member ("CH") target will be set at 170 for the 2021 season. If on Feb 15th, 2021, we have less than 170 CHs from our Investor Members, Seacoast residents who are not Investment Members will be given the opportunity to become 2021 Target Clubhouse Members up to a maximum of 170 Clubhouse Members in total. ***We hit the limit early last year so do not wait!!!*** Example: If by Feb 15th there are 165 Investor Members who join as CHs, this would allow the opportunity for 5 additional Community Supporters to become Target Clubhouse Members.

Target Unlimited Plan – (program is for 2021 and no benefits beyond 2021 are promised) The fee structure is shown below:

A. $1100 Clubhouse Fee and $600 Food minimum.
B. SSAI Maintenance Fee ($300.) is also required for the Target Plan
C. Unlimited Plan allows for unlimited guests and use of all amenities (pools, tennis, dining, functions)
D. Clubhouse Designees are allowed

This program will be first-come-first served so please inquire asap to ensure you are placed on the waiting list prior to Feb 15, 2021. We look forward to you becoming Target Clubhouse Members this year.

Clubhouse Benefit - All 2021 SSAI Community Supporters who are **not** Investment Members will receive a $25 Clubhouse credit that may be used to purchase food & beverage or apparel at the SSAI Clubhouse, whenever SSAI Clubhouse Dining is open.

SSAI 2021 Events Calendar:

The 2021 Calendar (pdf) will be posted to the website. Simply go to the website home page and click on the "Calendar" tab and this will take you to a web page where you can click on the 2021 Calendar to view the pdf. At this point the calendar schedule is based on a "resume normal" aspiration. It is possible that we may still be dealing with restrictions related to Covid. If so, and as we learn more of the plans from the state of MA and the town of Falmouth for Clubhouse Dining and Pools it will be updated, and you will be notified in the weekly Newsletter. If a Calendar is printed it will be issued to all who have paid their Annual Maintenance Fee.

Web Site Payment Instructions - To pay your 2021 Annual Maintenance Fees (Dues), Clubhouse Fees and Food Minimums go to our website (this is the preferred method) www.seacoastshores.com

A. Click on "**Login**" on the top right of the home page. (2021 SSAI Supporters Only)
B. Follow the Instructions - the 2021 payment process has been reduced to just one page.
C. Login:
    - Supporters with Credentials - **User Name** and **Password**
    - Supporters without Credentials - Click on forgot username or password on the login page.
    - Not a Past Member – Click the "Register" link on the Supporter or Login page and complete the registration and payment process. It will take approximately 48 hours for you to receive your username and password for the website.
D. Click on *Pay-your-Fees (Dues)* and then click *on Other Amount*.
E. then *enter the Payment Amount from the payment table shown below on the same page*
F. then *select Payment Option choice (cc or ACH (preferred))*
G. Follow the instructions provided and have your credit card or your checking account info
H. It is your decision to save your secure cc or ACH account info for future use. You may delete it at any time.

If You Need Assistance Please Contact:

A. Bob Donahoe Chairman Community Supporter Committee – SSAI membership questions - bodo@printsynergysolutions.com
B. Erica Anderson – esize79@gmail.com
C. Arlene Schubert - Operating Committee - website payment questions – ph: 612-810-0786
D. Or call 508-540-7411 and leave your name, phone number and questions
E. Or go to our website at www.seacoastshores.com

SSAI Investment Shares (IS)

- **IS Information –** If you and your family would like to buy an Investment Share to become Investment Members please **Contact Arlene Schubert schubbie@me.com or Jim Demopoulos James.Demopoulos@brcap.com**

SEACOAST SHORES ASSOCIATION, INC.
EST. 1951
EAST FALMOUTH, MASSACHUSETTS

2021 DINGHY REGISTRATION INFORMATION AND FORM

The Seacoast Shores Association, Inc. (SSAI) Right of Way (ROW) Committee continues to work with the Falmouth Conservation Commission on a long-term plan to preserve wetlands from erosion by keeping dinghies and kayaks off the coastal banks of SSAI owned ROWs in accordance to the Wetlands Protection Act.

Member's dinghies and/or kayaks that are stored on the SSAI ROWs must be placed on dinghy racks built by the SSAI or at least 50 feet off the coastal banks which include the marsh grass and sandy areas for ROWs that do not have racks.

Proper Right of Way management includes seasonal dinghy registration to contact boat owners if necessary.

Overview:

1. All Seacoast Shores Residents may use any Right of Way to access the ocean with their dinghy/kayak.
2. Only SSAI Community Supporters are allowed to store dinghies on the SSAI ROWs.
3. SSAI Community Supporters must register their dinghy/kayak(s) **annually** to store them on an assigned SSAI ROW.
4. There is no separate fee for dinghy registration.
5. Each SSAI Community Supporter may store one (1) Dinghy or two (2) Kayaks on a ROW.
6. Dinghies must be stored in designated areas away from the coastal banks which include the marsh grass/sandy area.
7. Dinghies may not be stored in the water tied to any ROW structure, or on the tidal beach.
8. PLEASE NOTE: Unregistered dinghies stored on SSAI ROWs are trespassing and may be removed by SSAI without notice.

Frequently Asked Questions:

1. Do I need to re-register my dinghy even though I registered it last year? **Yes.** Dinghies must be registered annually.
2. Can I register my dinghy for a privately-owned ROW? **No.** The SSAI is only responsible for the ROWs it owns.
3. How do I know if a ROW is privately owned or owned by the SSAI? Please visit the ROW map on the SSAI website.
4. Where do I put the sticker on my dinghy? The Right of Way number and instructions will be mailed with your sticker.
5. If there is no Dinghy Rack on a ROW where can I place my dinghy? In front of the "No Dinghy beyond this point" sign.

Steps to Register your Dinghy or Kayak:

1. Complete the Dinghy Sticker Application form below by printing the information as neatly as possible.
2. Sending Option A: Mail this completed application to SSAI, PO Box 768, East Falmouth, MA 02536
3. Sending Option B: Email as a PDF or JPEG to the SSAI bookkeeper Darya Latypova darya@soundbookkeeping.net
4. An SSAI Dinghy Sticker with a registration number will be issued by the SSAI once the annual dues are received.

SSAI 2021 DINGHY STICKER APPLICATION

Name: _____

Seacoast Street Address: _____

US Mail Street Address: _____

City/Town: _____ State: _____ Zip: _____

Preferred Phone: _____ Email Address: _____

Dinghy/Kayak: Length: _____ Width: _____ Color: _____

Requested ROW number: _____ I would like to help maintain my assigned ROW (circle one): YES NO

_____ _____
Signature of Applicant Date

SSAI Official Use
Dinghy Sticker Reg.No.: _____
Assigned ROW: _____

Seacoast Shores Association Inc. (SSAI)
PO Box 768
East Falmouth, MA 02536

SEACOAST SHORES ASSOCIATION, INC.
EST. 1951
EAST FALMOUTH, MASSACHUSETTS

ANNUAL INVOICE — ALL PAYMENTS DUE - FEB 15, 2021

PLEASE PROVIDE YOUR: **NAME:** _____ **BILLING ADDRESS:**	**SEACOAST ADDRESS:**	**E-MAIL:** **E-MAIL:**
STREET: _____ **CITY:** _____ **STATE/ZIP:** _____ **Phone:**	_____ **E Falmouth** **MA 02536** **Phone:**	**Please Pay On-Line www.seacoastshores.com** or mail your check with this completed Invoice to: **SSAI** **PO Box 768** **East Falmouth, MA 02536**

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	2021 SSAI Maintenance Fees/Dues	$300.00	$300.00
1	2020 SSAI Maintenance Fees/Dues		
1	2019 SSAI Maintenance Fees/Dues		
1 (optional)	2021 SSAI Clubhouse Fee* – Unlimited	$900.00	
1 (optional)	2021 SSAI Clubhouse Fee* – Limited ***	$675.00	
1	2021 SSAI Clubhouse Food Minimum (required if either Clubhouse Fee is selected)	$400.00	
	* Note: you must own an investment share to become a Clubhouse Member		
1 (optional)	2021 SSAI Target Clubhouse Fee	$1100.00	
1	2021 SSAI Target Food Minimum (required if Target Clubhouse Fee is selected)	$600.00	
	*** extra guest fee at Pools and Tennis Court		
1 (optional)	Investment Share Past Due or New Investment Share – Contact Jim Demopoulos (james.demopoulos@brcap.com)	$TBD	
1 (optional)	Donation to Beach, Police Details, ROWs or other) – 2021 Maintenance Fees must be PAID	$TBD	
	Thank you for your Payment.	TOTAL	$

SEACOAST SHORES ASSN. 2021 COMMUNITY SUPPORTER APPLICATION
P.O. BOX 768 EAST FALMOUTH, MA 02536

DATE _____

○ RENEWAL OF MAINTENANCE FEE

○ NEW COMMUNITY SUPPORTER APPLICATION - If New, who referred you? (_____)

○ I (We) OWN the Seacoast Property identified below and are eligible to be a Community Supporter.

○ I (We) RENT the Seacoast Property identified below and are eligible to be a Community Supporter.

CONTACT INFORMATION - PLEASE PRINT LEGIBLY

Name (Adults only)_____

Mailing Address – _____
Street

_____ _____ _____
City State Zip Code

Telephone/Cells - _____ Cell 1:_____ Cell 2: _____
Primary telephone Cell Name: Cell Name:

SEACOAST SHORES Address, if different _____

SEACOAST SHORES Telephone, if different _____

E-MAIL ADDRESS 1_____ E-MAIL ADDRESS 2_____

$ 300.00 Annual Maintenance Fees

Our Vision is to Be the Most Family Friendly Community on Cape Cod.
Many members of SSAI work hard for you. Please consider donating your talent, expertise, and time toward our mission. Contact any BOD member for details.

I am (we are) interested in donating my skills as a_____to the

Association. I am (we are)_____year-round -or-_____seasonal

residents.

A completed form with Fees payment is required for supporter consideration. Please fill in all information accurately and completely. Your email address is especially important as the Board of Directors can use it to communicate urgent and important messages to you regarding Seacoast Shores business and activities. We WILL NOT send junk mail or sell your contact information.

Dear SSAI Association Members and Seacoast Shores Residents We Wish you a Healthy and Happy 2025!!!

Some important updates from our committee leaders…

The SSAI Operating Committee

- The Clubhouse Operating Committee (CHOC) was launched for the 2024 season with the hope that closer coordination between the BOD and the GM would result in an improved member experience. This would drive higher levels of utilization which would drive revenue. The great news is we had record Clubhouse food and beverage revenue, improving over 2023 by 23%, or $59k. This came despite a change in GM just as we were heading into high season in early July. While we proved that the right atmosphere can have a positive impact on the member experience, we were really excited about the potential lift that could come with some operational improvements and also some new programs that a professional GM could deliver. Unfortunately, GM Ron Woods will not be returning for the 2025 season. With Ron's help, the CHOC is now actively looking for a new, long term, GM. If you know of a great candidate, please contact Dave Smith (david.smith@rocklandtrust.com).
- A big shout out to the 400 Assn. Members including ***186*** Clubhouse Members & ***record 284*** Investment Members in 2024. Thank you to everyone who paid the various fees & fulfilled the shared obligation we all have as residents to protect our valuable assets which require significant resources to maintain. Together we can do more for our Seacoast Shores community.
- Despite the increase in business, clubhouse operations ran at a loss of about $80,000 due to the increased salary costs of our substitute GM, unexpected increases in the costs of food and beverage and insufficient mark-up for private events. We also incurred one-time professional fees of over $21,000. In addition to operation costs, which we can work to better control in 2025, we are also seeing a significant increase in our 2025 insurance premiums of $20,000 due to the FOSS lawsuit. The Board is very sensitive to the members' wishes to keep fees low, especially in light of the fee increase last year. However, based on feedback from you, the members, the Board also knows that the membership wants to maintain the level of service and quality we enjoyed in 2024. Therefore, for 2025 the Board made the decision to increase Fees for Assn & CHM's due to the various expense increases discussed above. Based on their planning and reasonable projections, the Board was able to minimize this increase due to the continued strong growth in membership and promising increase in 2024 revenue. We are distributing the increase in insurance premiums across all members. The increased cost in clubhouse operations will be borne solely by CHM's.
- The CHOC has set the SSAI Fees for 2025 which ***are due by 2/15/25*** as follows:
    - **SSAI 2025 Association Fees ("AF"): $425** (due 2/15/2…pay online… ACH preferred)
    - **Investment Share Price ("IS"): $8,000** (only 4 left at this price after which CHOC will determine the price for the next block of 5 Investment Shares…convenient payment plans are available)
    - **Food Minimum (for both Limited "LTD" & Unlimited ("UNL"): $600**
    - **Clubhouse Fees ("CHF")** (must be an Investment Member – i.e. own an Investment Share):
        - **UNLIMITED MEMBER: TOTAL $2,450** ($1425 UNL CHF + $600 Food Min + $425 AF)
        - **LIMITED MEMBER** (2)**: TOTAL $2,225** ($1200 LTD CHF + $600 Food Min + $425 AF)
    - We encourage everyone to join so if there is a tough financial situation pls let us know & we work it out.
- All 2025 SSAI Association Members who are not Investment Members will receive a $25 credit that may be used (one visit) to purchase items at the Clubhouse.
- SSAI's position is ***each property owner is required to pay the Association Fee for each property owned - THANK YOU!***

The SSAI Waterways Committee led by Bill Erickson had a very busy year. Here are the highlights:

- The committee participated in the monthly Falmouth Waterway Committee meetings to learn the status of the town's efforts to dredge the Eel River opening and urge the town to action.
- We met with organizations & individuals from other community Assn.'s to obtain their cooperation & support for the project.
- The committee built lines of communication with the town boards to find opportunities to provide support to the town's efforts to obtain necessary permits from the Massachusetts Department of Conservation and Recreation.

- We drafted a letter and petition to the DCR in support of the dredging project and obtained over 600 signatures. Other community associations followed our lead and also submitted petitions.
- We worked to involve state representatives in the effort and they reached out to DCR on our behalf.
- We organized and prepared Falmouth town meeting members to support the article to allocate funds to the project
- The DCR finished their review of the project and met several times with the Falmouth Waterways Committee and ultimately granted the permits for the project.
- Despite some logistical problems with construction equipment, the town was able to modify the permit conditions and gain the approval of Fish and Wildlife to place the spoils on Menauhant Beach.
- Beginning on January 3 the county dredge was removing sand from the entrance to the Eel River cut. The project should be completed the week of January 6, 2025.

The SSAI Waterways Committee wants to thank all of you for your support for this project. Together we can look forward to safer passage through the cut.

The SSAI Rights of Way (ROWs) Committee led by Dan Hickey:

- It was a relatively normal year for the ROWs, with the focus on maintenance and cleanup. Our maintenance crew did a good job keeping the ROWs clean, safe and accessible.
- SSAI manages the ROW's it owns. While all Seacoast property owners have the right to pass over ROW's in Seacoast Shores to access the water, only dues paying SSAI members with appropriate approvals from SSAI are allowed keep property on SSAI ROW's, under the terms and conditions determined by the SSAI BOD and its assigns.
- An ongoing item on our list has been the excessive number of watercrafts now crowding the ROWs. There are more dinghy/kayaks than our racks and storage areas can manage. Many of these dinghy/kayaks are not registered with SSAI. If you have a dinghy/kayak, please make sure that you register it with SSAI. The phone number is 508-540-7411. We can then provide you with a number and a sticker for 2025. Please remember these ROWs are a limited resource/capacity, so please be considerate of your neighbors and remove any not being used. Watercrafts without stickers will be removed.
- We have communicated that all dinghy/kayaks should be removed from the ROWs by Nov. 30th. The primary reason is to allow access for cleaning/maintenance of ROWs during the off season. No rack space should be reserved by anyone before the 2025 stickers are issued. If your watercraft is still on the ROWs as of January1, 2025… please help us out and remove it from the ROW.

SSAI Fees Payment Methods, Target Program & IS Purchase

Payment Methods:

1. **WEBSITE – EXISTING MEMBERS:** If you were a 2024 Member in good standing you may pay your invoice amount by logging in to our web site www.seacoastshores.com. Be sure to update your profile information. ***THE PREFERRED METHOD OF PAYMENT IS ACH*** *(details top of next page)*

2. **WEBSITE – NEW MEMBERS:** If you are a new member in 2025 you may register on our website (https://www.seacoastshores.com/register) and you will then be emailed your new log-in credentials (within 48 hours) which can then be used to login and make payment.

3. **BY CHECK:** If you prefer to pay by check please complete either Application or the Invoice for 2025 Annual Payments and mail your check and completed form to **SSAI, PO Box 768, East Falmouth, MA 02536.** Make all checks payable to SSAI and include a brief description (2025 Association/Clubhouse Fees, IS pay...etc.) in the lower-left section of your check.

Target Plan ("TP") – Available to all Seacoast Shores Residents who are not Investment Members but would like to try Clubhouse Membership in 2025 by purchasing a ***TP***. The TP will be ***first-come-first serve*** so please inquire asap to ensure you are placed on the waiting list prior to Feb 15, 2025. The TP ***is limited for the 2025 season***. ***We hit the limit early last year so do not wait!!!***

TP Fees:

- **TARGET MEMBER**: **TOTAL $2,950** ($1725 Target Fee and $800 Food Minimum + $425 AF)
- SSAI Association Fee ($425) is also required for the TP
- The TP is an unlimited plan that allows for your guests to use all of amenities (pools, tennis, dining, functions)
- Clubhouse Designees are allowed (does not include residents of Seacoast Shores)

SSAI Investment Share Purchase: If you and your family would like to buy an Investment Share to become Investment Members please Contact Arlene Schubert schubbie@me.com or Darya Latypova accountant@seacoastshores.com

Web Site Payment Instructions

To pay your 2025 Annual Association Fees, Clubhouse Fees & Food Minimums online go to our website "www.seacoastshores.com"

A. Click on "**Login**" on the top right of the home page. (existing SSAI Members Only)
B. Follow the Instructions - the 2025 payment process has been reduced to just one page.
C. Login:
    - Association Members with Credentials - **User Name** and **Password**
    - Association Members without Credentials - Click on forgot username or password on the login page.
    - Not a Past Member – Click the "Register" link on the Login page and complete the registration and payment process. It will take approximately 48 hours for you to receive your username and password for the website.
D. Move your cursor over "MY SSAI" on top left of screen and click on "Make a Payment".
E. then *enter the Payment Amount from the payment table shown below on the same page*
F. then *select Payment Method choice - CC or ACH (ACH (checking account) is the preferred method as it saves SSAI the expense of credit card fees)*
G. Follow the instructions provided and have your credit card or your checking account info
H. It is your decision to save your secure CC or ACH account info for future use. You may delete it at any time.

If You Need Assistance Please Contact:

A. Darya Latypova – **accountant@seacoastshores.com**
B. Arlene Schubert - Operating Committee – ph: 612-810-0786
C. Or call 508-540-7411 and leave your name, phone number and questions
D. Or go to our website at www.seacoastshores.com

SEACOAST SHORES ASSN. INC. - 2025 ASSOCIATION MEMBER APPLICATION
P.O. BOX 768 EAST FALMOUTH, MA 02536

DATE _____

○ RENEWAL OF ASSOCIATION FEE

○ NEW ASSOCIATION MEMBER APPLICATION - If New, who referred you? (_____)

○ I (We) OWN the Seacoast Property identified below and are eligible to be an Association Member.

○ I (We) RENT the Seacoast Property identified below and are eligible to be an Association Member.

CONTACT INFORMATION - PLEASE PRINT LEGIBLY

Name (Adults only)_____

Mailing Address – _____
Street

_____ _____ _____
City State Zip Code

Telephone/Cells -_____ Cell 1:_____ Cell 2: _____
Primary telephone Cell Name: Cell Name:

SEACOAST SHORES Address, if different _____

SEACOAST SHORES Telephone, if different _____

E-MAIL ADDRESS 1_____E-MAIL ADDRESS 2_____

$ 425.00 Annual Association Fees

Our Vision is to Be the Most Family Friendly Community on Cape Cod.
Many members of SSAI work hard for you. Please consider donating your talent, expertise, and time toward our mission. Contact any BOD member for details.

I am (we are) interested in donating my skills as a_____to the Association. I am (we are)_____year-round -or-___seasonal.

A completed form with Fees payment is required to be an Association Member. Please fill in all information accurately and completely. Your email address is especially important as the Board of Directors can use it to communicate urgent and important messages to you regarding Seacoast Shores business and activities. We WILL NOT send junk mail or sell your contact information.

2025 DINGHY REGISTRATION INFORMATION AND FORM

The Seacoast Shores Association, Inc. (SSAI) Right of Way (ROW) Committee continues to work with the Falmouth Conservation Commission on a long-term plan to preserve wetlands from erosion by keeping dinghies and kayaks off the coastal banks of SSAI owned ROWs in accordance to the Wetlands Protection Act.

Member's dinghies and/or kayaks that are stored on the SSAI ROWs must be placed on dinghy racks built by the SSAI or at least 50 feet off the coastal banks which include the marsh grass and sandy areas for ROWs that do not have racks.

Proper Right of Way management includes seasonal dinghy registration to contact boat owners if necessary.

Overview:

1. All Seacoast Shores Residents may use any Right of Way to access the ocean with their dinghy/kayak.
2. Only SSAI Members are allowed to store dinghies on the SSAI ROWs as it is included in the Association Fee.
3. SSAI Members must register their dinghy/kayak(s) **annually** to store them on an assigned SSAI ROW.
4. There is no separate fee for dinghy registration.
5. Each SSAI Member may store one (1) Dinghy or two (2) Kayaks on a ROW.
6. Dinghies must be stored in designated areas away from the coastal banks which include the marsh grass/sandy area.
7. Dinghies may not be stored in the water tied to any ROW structure, or on the tidal beach.
8. PLEASE NOTE: Unregistered dinghies stored on SSAI ROWs are trespassing and may be removed by SSAI without notice.
9. All vessels need to be removed by ownership by December 1 in order to maintain the maintenance of the racks and the surrounding grounds.

Frequently Asked Questions:

1. Do I need to re-register my dinghy even though I registered it last year? **Yes.** Dinghies must be registered annually.
2. Can I register my dinghy for a privately-owned ROW? **No.** The SSAI is only responsible for the ROWs it owns.
3. How do I know if a ROW is privately owned or owned by the SSAI? Please visit the ROW map on the SSAI website.
4. Where do I put the sticker on my dinghy? The Right of Way number and instructions will be mailed with your sticker.
5. If there is no Dinghy Rack on a ROW where can I place my dinghy? In front of the "No Dinghy beyond this point" sign.

Steps to Register your Dinghy or Kayak:

1. Complete the Dinghy Sticker Application form below by printing the information as neatly as possible.
2. Sending Option A: Mail this completed application to SSAI, PO Box 768, East Falmouth, MA 02536
3. Sending Option B: Email as a PDF or JPEG to the SSAI bookkeeper Darya Latypova accountant@seacoastshores.com
4. An SSAI Dinghy Sticker with a registration number will be issued by the SSAI once the annual Assn. Fees are received.

SSAI 2025 DINGHY STICKER APPLICATION

Name: _____

Seacoast Street Address: _____

US Mail Street Address: _____

City/Town: _____ State: _____ Zip: _____

Preferred Phone: _____ Email Address: _____

Dinghy/Kayak: Length: _____ Width: _____ Color: _____

Requested ROW number: _____ I would like to help maintain my assigned ROW (circle one): YES NO

_____ _____

Signature of Applicant Date

SSAI Official Use

Dinghy Sticker Reg. No.: _____

Assigned _____

Posted by **Attorney Andrea McCarthy** on the SSAI Facebook Page November 1, 2025

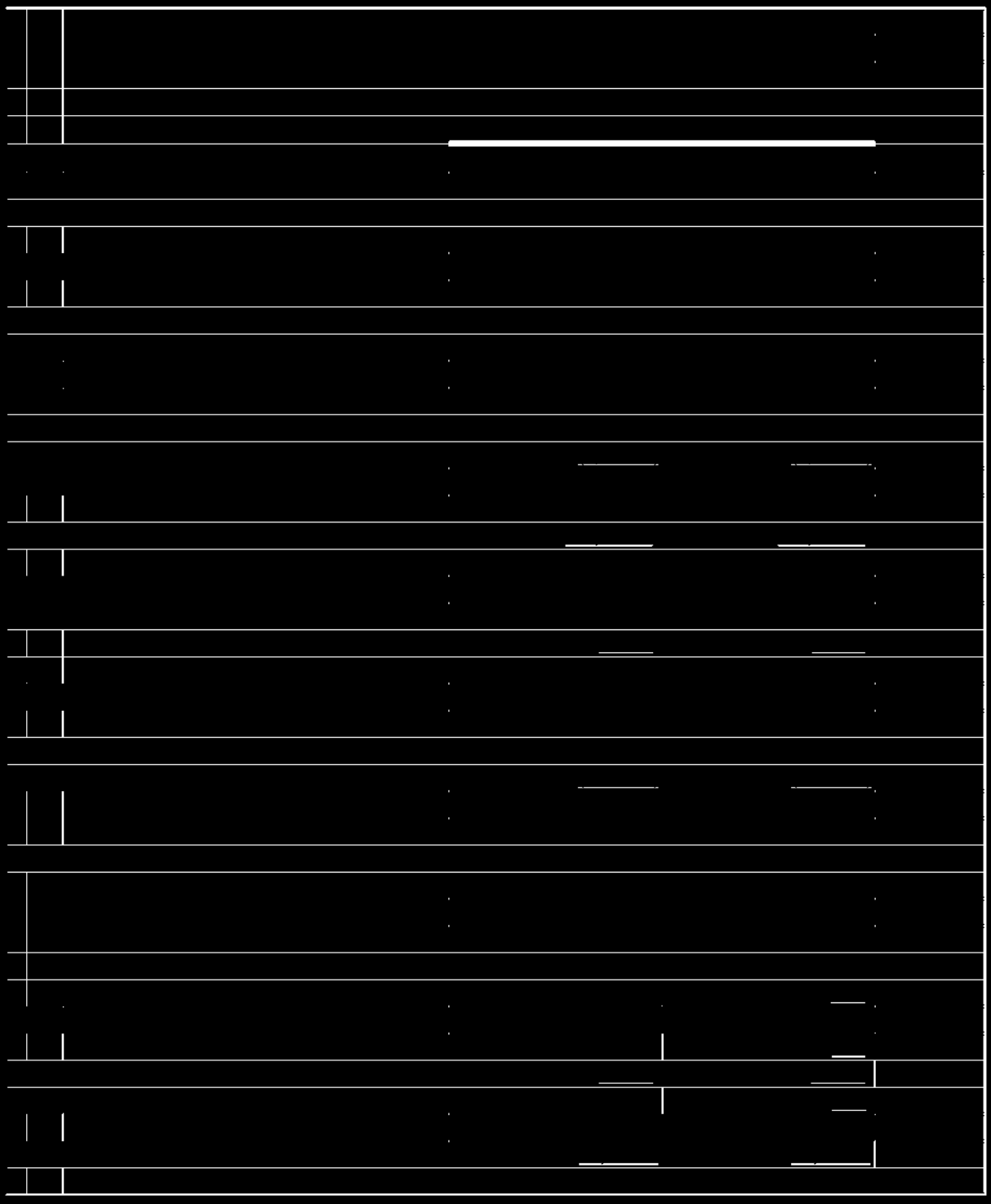
Verizon 8:44 AM 97%

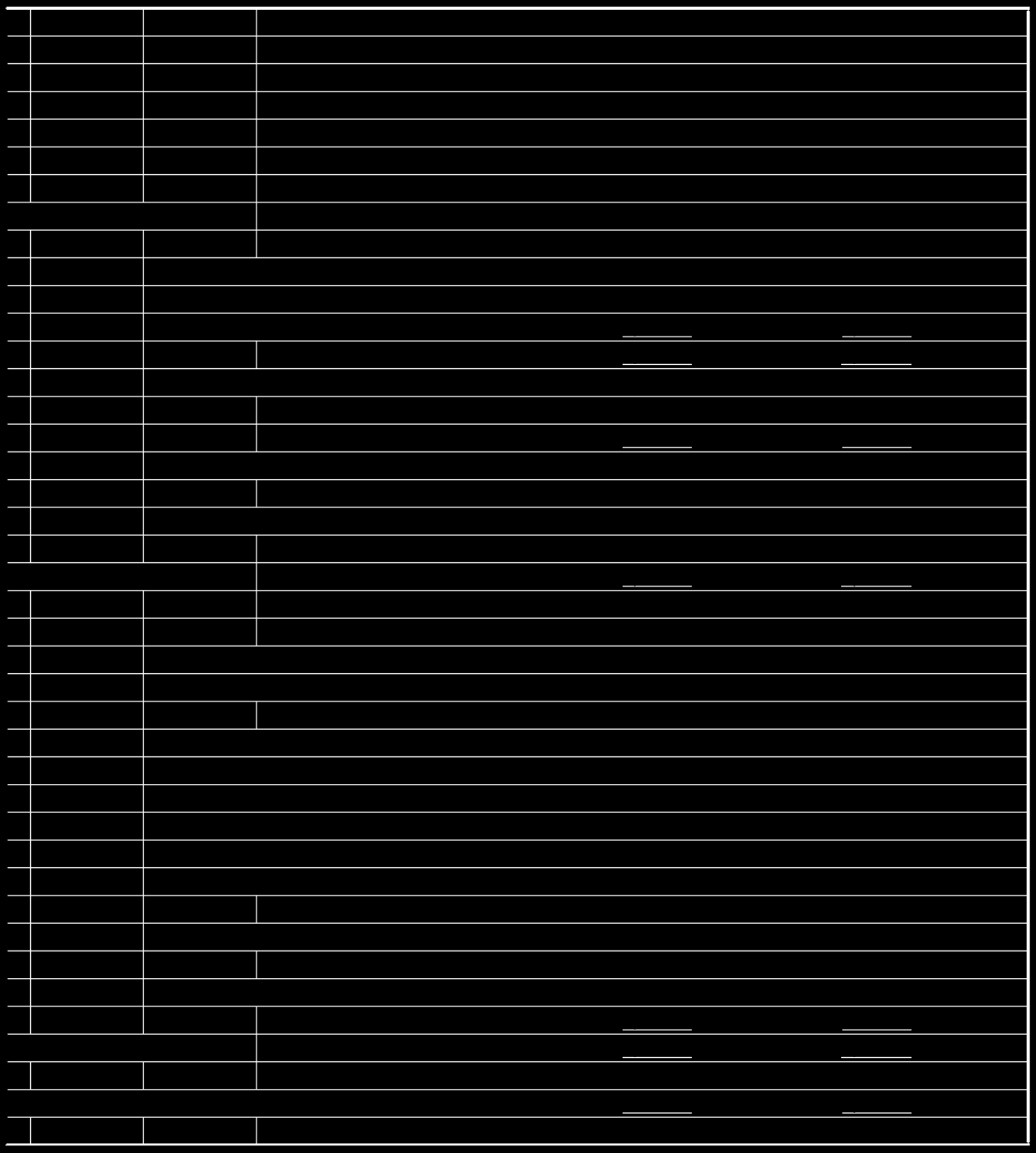
Seacoast Shores Association

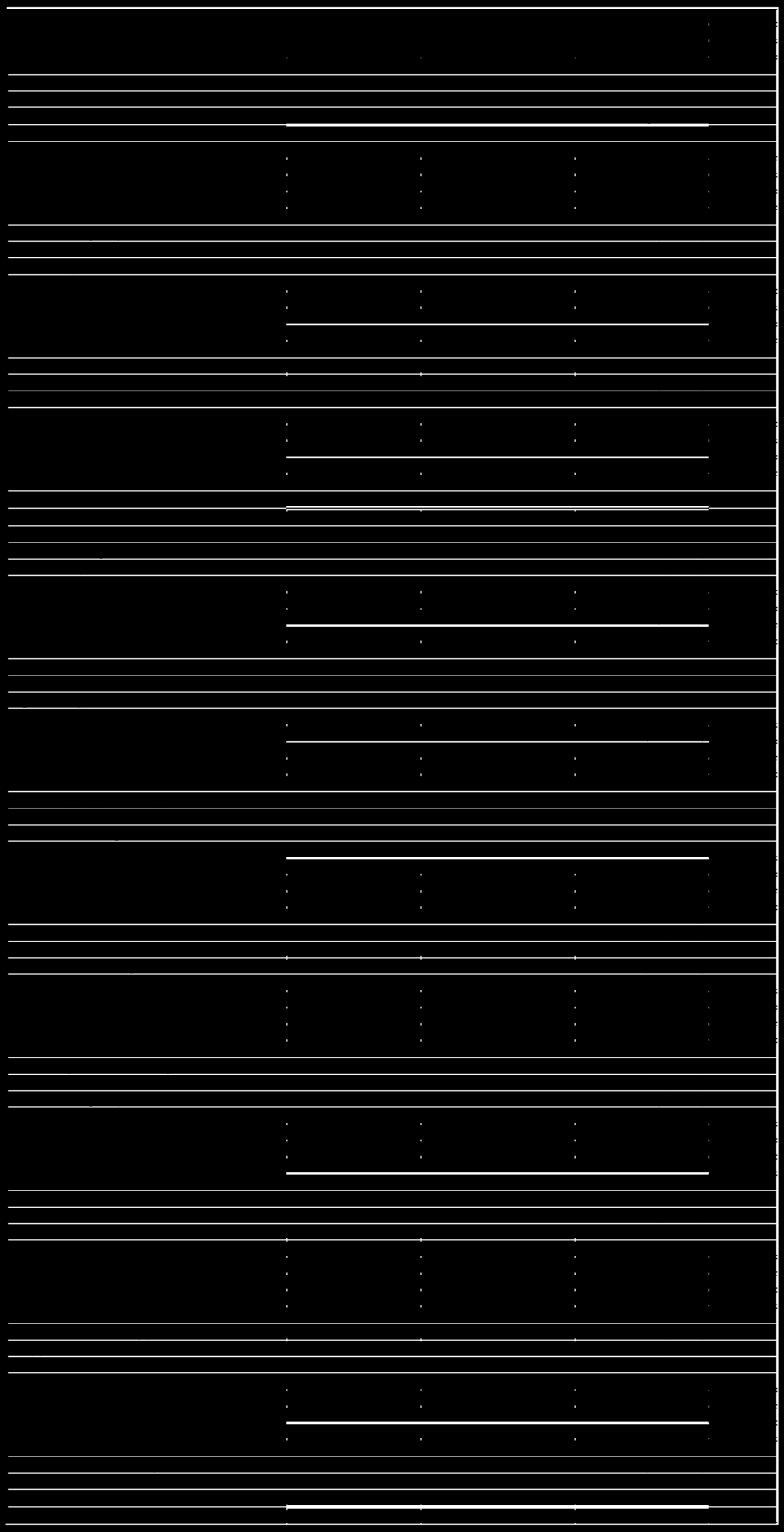
Andrea Wilson McCarthy · 59m ·

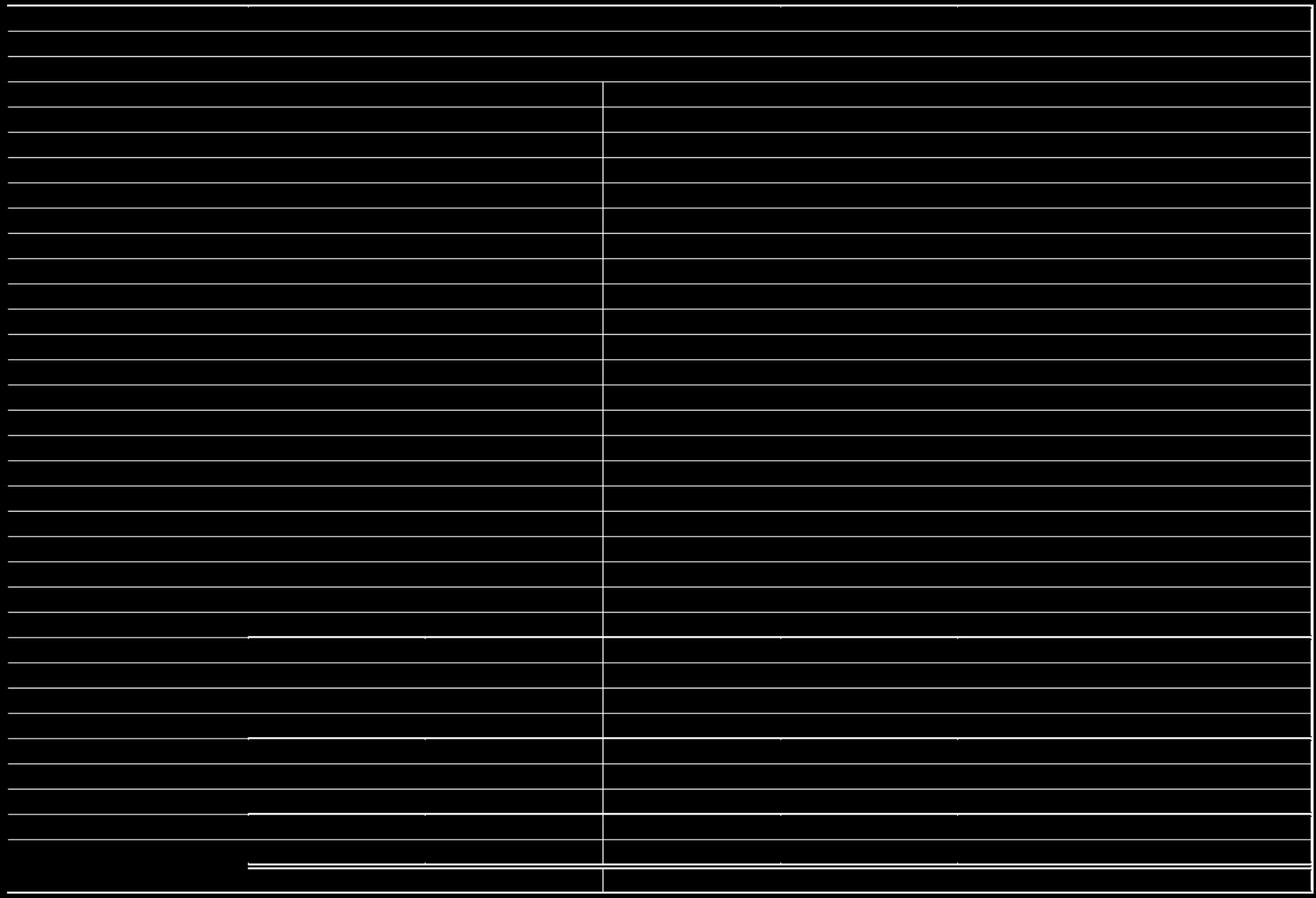
I just want to thank Kate and Staff for putting on an amazing Halloween party. This one goes down in the history books. It was the best. This is what our community is all about .....not what this clown says!!!! IYKYK #bestcostume











Seacoast Shores Association, Inc.
Profit & Loss
January through December 2008

	Jan - Dec 08
Ordinary Income/Expense	
Income	
4010 · Association Dues	36,200.00
4011 · Association Dues-2009	0.00
4020 · Clubhouse Rent	100.00
4030 · Social Activities	
4032 · July Cookout	1,159.00
4033 · Newcomer's Social	261.00
4034 · Lobster Dinner	4,287.00
Total 4030 · Social Activities	5,707.00
4050 · Other Activities	
4052 · SCAN Advertising	625.00
4054 · SSA Merchandise Sales	20.00
Total 4050 · Other Activities	645.00
4090 · Interest Income	
4092 · Checking Savings Interest	1,258.40
4094 · CD Rockland Trust Int	144.94
4096 · SSGA Yield Fund Interest	7.20
Total 4090 · Interest Income	1,410.54
6000 · PPC-2008	0.00
Total Income	44,062.54
Expense	
6110 · Annual Meeting Expenses	134.58
6150 · Depreciation Expense	6,436.00
6180 · Insurance	
6185 · Liability Insurance	9,927.12
Total 6180 · Insurance	9,927.12
6240 · Miscellaneous	149.93
6241 · Miscellaneous-PPC	1,608.98
6250 · Postage and Delivery	1,218.68
6260 · Printing and Reproduction	
6262 · SCAN	1,254.28
6260 · Printing and Reproduction - Other	1,068.00
Total 6260 · Printing and Reproduction	2,322.28
6270 · Professional Fees	
6275 · Land Surveys/PPC	3,802.44
6650 · Audit & Tax	500.00
6657 · Web Site Maintenance	113.25
6658 · Bookkeeping	1,200.00
6659 · Sunshine fund	25.00
6270 · Professional Fees - Other	30.00
Total 6270 · Professional Fees	5,670.69
6300 · Maintenance & Repairs	
6310 · Clubhouse Maintenance	537.31
6320 · Beach Maintenance	300.00
6333 · Landscape Maintenance	1,914.76
Total 6300 · Maintenance & Repairs	2,752.07
6350 · Meals and Entertainment	
6352 · July Cookout	534.00
6354 · August Lobster Night	5,521.63
6359 · Beach Party	354.50
6360 · Landscape Contest	250.00
6362 · Mexican Night	482.08
Total 6350 · Meals and Entertainment	7,142.21

Seacoast Shores Association, Inc.
Profit & Loss
January through December 2008

	Jan - Dec 08
6390 · Utilities	
6340 · Verizon	352.75
6400 · Nstar	587.57
6408 · Keyspan/National Grid	765.89
6410 · Water	288.74
Total 6390 · Utilities	1,994.95
6770 · Supplies	
6790 · Office	573.43
Total 6770 · Supplies	573.43
6820 · Taxes	
6830 · Federal	185.31
6850 · Property	2,010.77
6860 · State	456.00
Total 6820 · Taxes	2,652.08
6900 · Loss on Investments	2,711.28
Total Expense	45,294.28
Net Ordinary Income	-1,231.74
Other Income/Expense	
Other Income	
7030 · Restricted Funds Income	
7040 · Beach Fund Donations	0.00
7041 · Beach account 2009	0.00
7050 · Front Landscaping Donations	0.00
7051 · Front Lanscaping-2009	0.00
7060 · Police Patrol Donations	0.00
7061 · Police Patrol-2009	0.00
7070 · Jack Way Memorial Scholarship	0.00
7071 · Jack Way Scholarship-2009	0.00
Total 7030 · Restricted Funds Income	0.00
Total Other Income	0.00
Other Expense	
8010 · Restricted Funds Expenses	
7062 · Police Patrol Expense	0.00
7063 · Front Landscaping Expenses	0.00
8020 · Beach Expenses	0.00
8070 · Jack Way Scholarship Expense	0.00
Total 8010 · Restricted Funds Expenses	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	-1,231.74

12/31/08

5:23 PM
04/20/09
Accrual Basis

Seacoast Shores Association, Inc.
Balance Sheet
As of December 31, 2008

	Dec 31, 08
ASSETS	
Current Assets	
Checking/Savings	
1100 · Cash	
1101 · Rockland Trust/Checking-0190	25,915.35
1106 · Rockland Trust/Savings-0240	25,043.38
1120 · Rockland Trust/Restr Funds-6466	13,999.13
1130 · Rockland Trust/CD (2029)	8,755.49
Total 1100 · Cash	73,713.35
Total Checking/Savings	73,713.35
Other Current Assets	
1305 · Prepaid Domain Name	90.00
Total Other Current Assets	90.00
Total Current Assets	73,803.35
Fixed Assets	
1310 · Building	119,971.00
1320 · Land	42,300.00
1325 · Beach Improvements	18,391.72
1330 · Accum Depreciation - Bldg	-60,609.00
1332 · Accum Depreciation - Beach Impr	-9,195.00
Total Fixed Assets	110,858.72
TOTAL ASSETS	**184,662.07**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-8,341.51
Total Accounts Payable	-8,341.51
Other Current Liabilities	
2010 · Deferred Revenue (Dues)	3,965.00
Total Other Current Liabilities	3,965.00
Total Current Liabilities	-4,376.51
Total Liabilities	-4,376.51
Equity	
1110 · Retained Earnings	927.07
3000 · Opening Bal Equity	-10,927.29
3005 · Paid in Capital	180,317.91
3010 · Restricted Funds Equity	
3011 · Beach Restricted	8,899.25
3012 · Front Landscape Restricted	2,377.58
3013 · Jack Way Scholarship Restricted	6,277.00
3014 · Police Restricted	2,398.80
Total 3010 · Restricted Funds Equity	19,952.63
Net Income	-1,231.74
Total Equity	189,038.58
TOTAL LIABILITIES & EQUITY	**184,662.07**

SEACOAST SHORES ASSOCIATION. INC.
SUMMARY OF RESTRICTED FUNDS 2008
January 1 through December 31, 2008

	Police Fund	Beach Fund	Front Landscaping	Jack Way Scholarship	Total
January 1, 2008 beginning balances	$0.00	$6,219.25	$1,967.26	$5,777.00	$13,963.51
Donations received 1/1/2008-12/31/2008	5,360.00	2,980.00	1,725.00	1,500.00	11,565.00
Expenses:					
Town of Falmouth 2/4 ck#1435	686.40				686.40
Arlene Schubert 3/10 ck#1442			109.84		109.84
Davey Tree 6/8/08 ck#1469			239.00		239.00
Town of Falmouth 5/24 ck#1480	514.80				514.80
Arlene Schubert 6/20 ck#1475			161.98		161.98
Arlene Schubert 6/30 ck#1483			80.24		80.24
Jennifer Rodger 6/30 ck#1485				1,000.00	1,000.00
Town of Falmouth 7/28	704.00				704.00
Diane Rogers 9/1/2008		300.00			300.00
Town of Falmouth 9/13	528.00				528.00
Town of Falmouth 10/24	528.00				528.00
Robert Greymont 7/12			60.84		60.84
Arlene Shubert 11/2			200.28		200.28
Robert Greymont 11/12			462.50		462.50
TOTAL EXPENSES	2,961.20	300.00	1,314.68	1,000.00	5,575.88
AVAILABLE 12/31/2008	2,398.80	8,899.25	2,377.58	6,277.00	19,952.63

Seacoast Shores Association, Inc.
Six Month Actual and Twelve Month (Cash) Projection
January 1 - December 31, 2008

	Year-to-date Results 6 Mo Actual Jan 1 - June 30, 2008	2008 Operating Budget 6 Mo Actual/6 Mo Projected Jan 1 - December 31, 2008
Ordinary Income/Expense		
Income		
4010 · Association Dues	28,100.00	39,400.00
4020 · Clubhouse Rent	0.00	500.00
4030 · Social Activities		
4039 . Beach Party	0.00	60.00
4039 . Bingo	0.00	200.00
4045 . July Cookout	0.00	400.00
4046 . August Lobster Dinner	0.00	4,000.00
Total 4030 · Social Activities	0.00	4,660.00
4050 · Other Activities		
4052 · SCAN/WEB Advertising	575.00	1,200.00
4054 . SSAI Merchandise Sales	20.00	0.00
Total 4050 · Other Activities	595.00	1,200.00
4090 · Interest Income		
4092 · Checking Savings Interest	54.36	150.00
4094 . CD Rockland Trust Interest	0.00	300.00
4096 · SSGA Yield Fund Interest	7.20	0.00
Total 4090 · Interest Income	61.56	450.00
Total Income	28,756.56	46,210.00
Expense		
6120 . Bank Service Charges	0.00	100.00
6180 · Insurance		
6185 · Liability Insurance	8,739.12	9,000.00
6405 . Errors & Omissions (D&O)	0.00	1,500.00
Total 6180 · Insurance	8,739.12	10,500.00
6240 · Miscellaneous	35.00	100.00
6250 · Postage and Delivery	818.50	2,000.00
6260 · Printing and Reproduction		
6262 · SCAN	255.00	600.00
6260 · Printing and Reproduction	1,068.00	2,500.00
Total 6260 · Printing and Reproduction	1,323.00	3,100.00
6270 · Professional Fees		
6275 · Land Surveys/PPC	457.95	9,500.00
6650 · Audit & Tax	500.00	500.00
6657 · Web Site Maintenance	53.70	200.00
Total 6270 · Professional Fees	1,011.65	10,200.00
6300 · Maintenance & Repairs		
6310 · Clubhouse Maintenance	0.00	1,000.00
6320 · Beach Maintenance	0.00	400.00
6333 · Landscape Maintenance	785.76	3,300.00
Total 6300 · Maintenance & Repairs	785.76	4,700.00
6340 · Telephone	142.99	300.00
6350 · Meals and Entertainment		
6351 . Licenses & Fees	0.00	150.00

	Jan 1 - June 30, 2008	Jan 1 - December 31, 2008
6352 . July Cookout	0.00	500.00
6354 . August Lobster Dinner	0.00	5,000.00
6358 . Bingo Nights	0.00	200.00
6359 . Beach Party	0.00	300.00
6369 . Landscape Contest	0.00	250.00
6361 · Beverage Stock	0.00	100.00
Total 6350 · Meals and Entertainment	0.00	6,500.00
6390 · Utilities		
6400 · Gas and Electric	761.59	1,500.00
6410 · Water	94.59	200.00
Total 6390 · Utilities	856.18	1,700.00
6770 · Supplies		
6780 . Marketing	0.00	200.00
6790 · Office	237.30	300.00
6792 · Software	0.00	250.00
6794 · Clubhouse Supplies	220.37	500.00
Total 6770 · Supplies	457.67	1,250.00
6820 · Taxes		
6830 · Federal	185.31	185.00
6850 · Property	1,301.85	1,800.00
6860 · State	456.00	456.00
Total 6820 · Taxes	1,943.16	2,441.00
6900. Realized Loss on Investments	2,711.28	2,712.00
Total Expense	18,824.31	45,603.00
Net Ordinary Income	9,932.25	607.00

Funds Received/Expenses from Restricted Operations

Other Income/Expense	
Other Income	
7040 · Beach Fund Donations	2,485.00
7050 · Front Landscaping Donations	1,520.00
7060 · Police Patrol Donations	4,505.00
7070 · Jack Way Memorial Scholarship	1,320.00
Total Other Income	9,830.00
Other Expense	
7062 · Police Patrol Expense	1,201.20
7063 · Front Landscaping Expenses	591.06
8020 · Beach Expenses	0.00
8070 · Jack Way Scholarship Expense	1,000.00
Total Other Expense	2,792.26
Net Special Donations 2007	7,037.74

caroledembkowski

From: <RFSETTE@aol.com>
To: <caroledembkowski@comcast.net>
Sent: Wednesday, June 04, 2008 8:39 AM
Attach: Landscaping Budget 2008.doc
Subject: Landscape Budget 2008

Hi Carole,

I have included the budget below and also as an attachment. I will mark the invoices either Operating Budget or Donations Budget as they are received and forwarded to you. The one-time repair of the sign at the front entrance has pushed the OB to $3550., without it the total would be $2800. Gasoline prices have added $200. to the grass-cutting., without it the OB total would be $2600.

All new plantings are charged to the DB.

Thanks for your support.

Regards,

Dick

Landscaping Budget 2008

I. Operating Budget (from Members Dues) - OB

1. Grass Cutting - $1200. (Harry's bid is $1050., and I am adding an additional $150. to cover possible increase in gasoline price)
2. Front tree spraying and fertilizer - $300.
3. Loam and grass seed for Seacoast Shores Blvd - $300.
4. Maintenance (replacement of trees and shrubs that have died during the winter) at the Front Entrance, and Clubhouse - $750.
5. Repair of broken main sign at the Front Entrance - $750. (this year only)
6. Annual Landscape Contest - $250.

Total - $3550.

II. Donations Budget - DB

- All New trees, plants and shrubs, all locations
- Let me know your total at the June BOD meeting.
- $XXXX.

Dick Sette

6/30/2008

caroledembkowski

From: "Frawley, Dan" <dfrawley@iconoculture.com>
To: "carole dembkowski" <caroledembkowski@comcast.net>
Sent: Friday, June 06, 2008 9:18 AM
Attach: image001.png; oledata.mso
Subject: PPC Budget

Carole,

Here is the suggested PPC budget for the year as you requested. Don't hesitate to call with questions.

FY08 Budget Recommendation:

Handouts - $1500.
Advertising and mailing - $3500.
Coffee and Donuts - $1000.
Signs - $2500.
Misc - $1000

Total - $9500.

Dan Frawley

****

Dan Frawley | CEO
direct 612.642.2200 | mobile 612.850.8221
Iconoculture
dfrawley@iconoculture.com | www.iconoculture.com



Get closer to the consumer than ever before

Get trade secrets for amazing burgers. Watch "Cooking with Tyler Florence" on AOL Food.

6/30/2008

SEACOAST SHORES ASSOCIATION. INC.
SUMMARY OF RESTRICTED FUNDS 2008
January 1 through December 31, 2008

	Police Fund	Beach Fund	Front Landscaping	Jack Way Scholarship	Total
January 1, 2008 beginning balances	$0.00	$6,219.25	$1,967.26	$5,777.00	$13,963.51
Donations received 1/1/2008-12/31/2008	5,360.00	2,980.00	1,725.00	1,500.00	11,565.00
Expenses:					
Town of Falmouth 2/4 ck#1435	686.40				686.40
Arlene Schubert 3/10 ck#1442			109.84		109.84
Davey Tree 6/8/08 ck#1469			239.00		239.00
Town of Falmouth 5/24 ck#1480	514.80				514.80
Arlene Schubert 6/20 ck#1475			161.98		161.98
Arlene Schubert 6/30 ck#1483			80.24		80.24
Jennifer Rodger 6/30 ck#1485				1,000.00	1,000.00
Town of Falmouth 7/28	704.00				704.00
Diane Rogers 9/1/2008		300.00			300.00
Town of Falmouth 9/13	528.00				528.00
Town of Falmouth 10/24	528.00				528.00
Robert Greymont 7/12			60.84		60.84
Arlene Shubert 11/2			200.28		200.28
Robert Greymont 11/12			462.50		462.50
TOTAL EXPENSES	2,961.20	300.00	1,314.68	1,000.00	5,575.88
AVAILABLE 12/31/2008	2,398.80	8,899.25	2,377.58	6,277.00	19,952.63

SSAI Seacoast Shores prev years
Balance Sheet Standard
As of December 31, 2008

	Dec 31, '08
ASSETS	
Current Assets	
Checking/Savings	
General Funds	
Rockland Trust/CD (2029) (de...	8,755.49
Rockland Trust/Checking-0190	25,915.35
Rockland Trust/Savings-0240...	25,043.38
Total General Funds	59,714.22
Restricted Funds (deleted)	
Rockland Trust/Restr Funds-...	13,999.13
Total Restricted Funds (deleted)	13,999.13
Total Checking/Savings	73,713.35
Other Current Assets	
Prepaid Domain Name	90.00
Total Other Current Assets	90.00
Total Current Assets	73,803.35
Fixed Assets	
Accum Depreciation - Beach Im...	-9,195.00
Accum Depreciation - Bldg	-60,609.00
Beach Improvements	18,391.72
Building	119,971.00
Land	42,300.00
Total Fixed Assets	110,858.72
TOTAL ASSETS	**184,662.07**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-8,341.51
Total Accounts Payable	-8,341.51
Other Current Liabilities	
Unearned Revenue	3,965.00
Total Other Current Liabilities	3,965.00

SSAI Seacoast Shores prev years
Balance Sheet Standard
As of December 31, 2008

	Dec 31, '08
Total Current Liabilities	-4,376.51
Total Liabilities	-4,376.51
Equity	
Opening Bal Equity	-10,927.29
Paid in Capital	180,317.91
Restricted Funds Equity	
Beach Restricted	8,899.25
Front Landscape Restricted	2,377.58
Jack Way Scholarship Restrict...	6,277.00
Police Restricted	2,398.80
Total Restricted Funds Equity	19,952.63
Retained Earnings	927.07
Net Income	-1,231.74
Total Equity	189,038.58
TOTAL LIABILITIES & EQUITY	184,662.07

SSAI Seacoast Shores prev years
Balance Sheet Standard
As of December 31, 2013

	Dec 31, '11	Dec 31, '12	Dec 31, '13
ASSETS			
Current Assets			
Checking/Savings			
General Funds			
CD-(1794) (deleted)	0.30	0.30	0.00
Clubhouse Cash Drawer	0.00	0.00	100.00
Food & Beverage - Rockland ...	0.00	-719.45	791.69
Rockland Trust/Checking-0190	27,485.32	925.60	20,242.87
Rockland Trust/Savings-0240 ...	23,286.28	23,322.66	0.00
Total General Funds	50,771.90	23,529.11	21,134.56
PPC (deleted)			
Property-Bldg Committee-294...	27,401.87	5,206.12	0.00
Rockland Trust/PPC-1958 (del...	372,019.12	0.00	0.00
Total PPC (deleted)	399,420.99	5,206.12	0.00
Restricted Funds (deleted)			
Rockland Trust/Restr Funds-6...	35,077.72	13,275.83	0.00
Restricted Funds (deleted) - O...	18.95	18.95	0.00
Total Restricted Funds (deleted)	35,096.67	13,294.78	0.00
Total Checking/Savings	485,289.56	42,030.01	21,134.56
Accounts Receivable			
Accounts Receivable	294,525.19	171,082.19	118,943.00
Total Accounts Receivable	294,525.19	171,082.19	118,943.00
Other Current Assets			
Pre-Paid Landscape CC Bond	0.00	2,338.75	2,338.75
Prepaid Domain Name	90.00	90.00	0.00

SSAI Seacoast Shores prev years
Balance Sheet Standard
As of December 31, 2013

	Dec 31, '11	Dec 31, '12	Dec 31, '13
Total Other Current Assets	90.00	2,428.75	2,338.75
Total Current Assets	779,904.75	215,540.95	142,416.31
Fixed Assets			
Accum Depreciation - Beach Impr	-9,195.00	0.00	-12,457.00
Accum Depreciation - Bldg	-60,609.00	0.00	-55,212.00
Accum Depreciation - Equipment	0.00	0.00	-7,090.00
Accum Depreciation - Pool	0.00	0.00	-8,750.00
Beach Improvements	18,391.72	1,025.45	24,358.00
Building	119,971.00	0.00	1,280,881.00
Clubhouse Equipment	0.00	0.00	49,629.47
Land	42,300.00	42,300.00	42,300.00
Pool	0.00	0.00	174,988.23
Total Fixed Assets	110,858.72	43,325.45	1,488,647.70
TOTAL ASSETS	**890,763.47**	**258,866.40**	**1,631,064.01**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	561.65	11.65
Total Accounts Payable	0.00	561.65	11.65
Other Current Liabilities			
Accrued Bond Interest	0.00	0.00	2,685.00
Accrued Expenses	0.00	0.00	9,772.50
Bank Of Canton	0.00	0.00	70,833.32
Bond Liability	0.00	107,550.00	107,400.00

SSAI Seacoast Shores prev years
Balance Sheet Standard
As of December 31, 2013

	Dec 31, '11	Dec 31, '12	Dec 31, '13
Clubhouse Food Minimums	0.00	0.00	3,027.11
IS Recording Fees	0.00	0.00	4,750.00
MA Meals Tax Payable	0.00	129.74	0.00
Payroll Liabilities			
Federal Taxes (941/944)	0.00	11,352.05	0.10
Federal Unemployment (940)	0.00	244.26	419.73
MA Income Tax	0.00	2,136.13	12.26
MA Unemployment Tax	0.00	6,175.39	235.88
Total Payroll Liabilities	0.00	19,907.83	667.97
Total Other Current Liabilities	0.00	127,587.57	199,135.90
Total Current Liabilities	0.00	128,149.22	199,147.55
Total Liabilities	0.00	128,149.22	199,147.55
Equity			
Equity			
Deferred Member RIS	193,860.00	193,860.00	193,860.00
Equity Property Planning Funds	994,789.78	994,789.78	1,309,741.00
Member Equity Commitments	24,309.10	27,456.19	19,800.00
Total Equity	1,212,958.88	1,216,105.97	1,523,401.00
Opening Bal Equity	-10,927.30	-84,636.02	0.00
Paid in Capital	180,317.91	180,317.91	0.00
Restricted Funds Equity			
Beach Restricted	15,104.25	15,104.25	0.00
Front Landscape Restricted	5,772.77	5,772.77	0.00
Jack Way Scholarship Restricted	5,545.00	5,545.00	0.00

SSAI Seacoast Shores prev years
Balance Sheet Standard
As of December 31, 2013

	Dec 31, '11	Dec 31, '12	Dec 31, '13
Total Restricted Funds Equity	26,422.02	26,422.02	0.00
Retained Earnings	-34,579.78	-518,008.04	-19,801.48
Net Income	-483,428.26	-689,484.66	-71,683.06
Total Equity	890,763.47	130,717.18	1,431,916.46
TOTAL LIABILITIES & EQUITY	**890,763.47**	**258,866.40**	**1,631,064.01**

SSAI Seacoast Shores prev years
Profit and Loss Standard
January 2011 through December 2013

	Jan - Dec '11	Jan - Dec '12	Jan - Dec '13	TOTAL
Ordinary Income/Expense				
Income				
Association Dues	300.00	75,175.00	80,959.00	156,434.00
Associaton Dues-2010 (deleted)	46,020.00	0.00	0.00	46,020.00
Capital Campaigns				
Capital Contribution-TCRTL & ...	0.00	0.00	0.00	0.00
Total Capital Campaigns	0.00	0.00	0.00	0.00
Clubhouse Donations	100.00	175.00	350.00	625.00
Clubhouse Fees	0.00	10,200.00	92,099.00	102,299.00
Food & Beverage Income				
Beverage Income	0.00	0.00	3,785.00	3,785.00
Event Income	0.00	0.00	0.00	0.00
Food Income - Total				
Lunch	0.00	0.00	4,474.70	4,474.70
Food Income - Total - Other	0.00	0.00	80,257.48	80,257.48
Total Food Income - Total	0.00	0.00	84,732.18	84,732.18
Gratuity	0.00	0.00	15,309.69	15,309.69
Liquor Income	0.00	0.00	24,866.86	24,866.86
Meal Tax	0.00	0.00	7,816.87	7,816.87
Miscellaneous Income	0.00	265.97	531.68	797.65
Food & Beverage Income - Ot...	0.00	49,531.39	2,589.45	52,120.84
Total Food & Beverage Income	0.00	49,797.36	139,631.73	189,429.09
Food Minimums - Clubhouse	0.00	0.00	5,780.31	5,780.31
Interest Income				
CD Rockland Trust Int-PPC	316.30	0.00	0.00	316.30
Checking Savings Interest	268.79	48.86	8.88	326.53
PPC Bank Interest	2,186.52	301.82	0.00	2,488.34
Restricted Funds bank Interest	63.02	0.00	0.00	63.02
Interest Income - Other	3.82	0.00	0.00	3.82
Total Interest Income	2,838.45	350.68	8.88	3,198.01
IS Recording Fee (deleted)	0.00	0.00	0.00	0.00
Member Discount (Hardship) (del	40.50	0.00	0.00	40.50
Other Activities				
SCAN Advertising	220.00	350.00	100.00	670.00
SSA Merchandise Sales	0.00	0.00	889.13	889.13
Other Activities - Other	0.00	0.00	2,000.00	2,000.00
Total Other Activities	220.00	350.00	2,989.13	3,559.13
Other Income/Clubhouse Renta...	5.00	0.00	0.00	5.00
Services	14,195.00	43,887.15	-10,042.19	48,039.96
Social Activities (deleted)				
Beach Party (deleted)	0.00	81.00	0.00	81.00
July Cookout (deleted)	1,363.00	0.00	0.00	1,363.00
Other Social Activities (delete	0.00	55.00	0.00	55.00

SSAI Seacoast Shores prev years
Profit and Loss Standard
January 2011 through December 2013

	Jan - Dec '11	Jan - Dec '12	Jan - Dec '13	TOTAL
Total Social Activities (deleted)	1,363.00	136.00	0.00	1,499.00
Unapplied Cash Payment Income	0.00	0.00	0.00	0.00
Total Income	65,081.95	180,071.19	311,775.86	556,929.00
Cost of Goods Sold				
Cost of Goods Sold	0.00	0.00	42.82	42.82
Total COGS	0.00	0.00	42.82	42.82
Gross Profit	65,081.95	180,071.19	311,733.04	556,886.18
Expense				
BC Expenses	18.00	0.00	0.00	18.00
Building Expenses				
Bldg-Thermostat-Air Flow_bud...	36,123.00	0.00	0.00	36,123.00
IS Discounts	-108.00	0.00	0.00	-108.00
Storage	1,098.23	101.97	-96.79	1,103.41
Building Expenses - Other	0.00	641.74	0.00	641.74
Total Building Expenses	37,113.23	743.71	-96.79	37,760.15
Clubhouse-Equipment	0.00	138.81	0.00	138.81
Contributions	0.00	200.00	0.00	200.00
Equipment Rental	50.00	0.00	0.00	50.00
Fees				
Bank Service Charges	38.00	454.58	200.00	692.58
Credit Card Service Fees	0.00	918.22	3,608.69	4,526.91
Total Fees	38.00	1,372.80	3,808.69	5,219.49
Fire Monitoring	0.00	749.00	1,318.00	2,067.00
Food & Beverage Service				
Beverages	0.00	0.00	6,597.50	6,597.50
Beverages-Non Alcoholic	0.00	3,745.29	1,627.57	5,372.86
Cleaning Expenses	0.00	1,714.06	1,805.11	3,519.17
Clubhouse Legal Fees	0.00	0.00	1,397.78	1,397.78
Credit Card Fees-Food & Bever...	0.00	1,211.85	2,982.36	4,194.21
Credit Card Tips	0.00	1,260.14	15,300.69	16,560.83
Event Expenses	0.00	0.00	1,173.07	1,173.07
Food	0.00	16,244.86	34,313.11	50,557.97
Food & Beverage Contract Wag...	0.00	1,200.00	0.00	1,200.00
Kitchen Equipment Lease	0.00	29,363.90	16,480.32	45,844.22
Kitchen Hood Fire Suppression	0.00	4,595.94	0.00	4,595.94
Kitchenware	0.00	0.00	1,371.41	1,371.41
Linens	0.00	270.37	1,568.69	1,839.06
Meal Tax	0.00	0.00	7,813.78	7,813.78
Noise Control - phase II	0.00	0.00	3,080.12	3,080.12
Office Supplies - Food & Bevera	0.00	315.15	198.94	514.09
Paper & Napkins	0.00	66.67	1,033.03	1,099.70
POS CS_HW Maint_HH POS	0.00	11,352.27	9,022.92	20,375.19
Food & Beverage Service - Other	0.00	2,229.43	6,715.77	8,945.20

SSAI Seacoast Shores prev years
Profit and Loss Standard
January 2011 through December 2013

	Jan - Dec '11	Jan - Dec '12	Jan - Dec '13	TOTAL
Total Food & Beverage Service	0.00	73,569.93	112,482.17	186,052.10
Insurance				
Errors & Omissions	1,283.00	0.00	0.00	1,283.00
Liability Insurance	7,474.48	10,743.68	9,649.27	27,867.43
Workers Comp Insurance	0.00	770.00	1,277.00	2,047.00
Insurance - Other	1,412.00	0.00	0.00	1,412.00
Total Insurance	10,169.48	11,513.68	10,926.27	32,609.43
Interest Expense				
Loan Interest	0.00	0.00	1,149.37	1,149.37
Interest Expense - Other	0.00	0.00	2,685.00	2,685.00
Total Interest Expense	0.00	0.00	3,834.37	3,834.37
Meals and Entertainment				
Welcome Back Party	1,081.36	426.92	205.27	1,713.55
Meals and Entertainment - Other	0.00	142.87	525.00	667.87
Total Meals and Entertainment	1,081.36	569.79	730.27	2,381.42
Miscellaneous				
Dues and Subscriptions	0.00	0.00	18.50	18.50
Licenses and Permits	0.00	18.50	1,667.06	1,685.56
Printing and Reproduction				
General Printing	51.75	1,109.37	191.09	1,352.21
SCAN	403.03	560.35	1,031.35	1,994.73
Total Printing and Reproduction	454.78	1,669.72	1,222.44	3,346.94
Reconciliation Discrepanci{128}	0.00	0.00	10,780.26	10,780.26
Supplies				
Clubhouse Supplies				
Clubhouse Furniture/Floorin...	0.00	15,467.78	0.00	15,467.78
Clubhouse Supplies - Other	0.00	5,222.61	88.96	5,311.57
Total Clubhouse Supplies	0.00	20,690.39	88.96	20,779.35
Marketing	0.00	0.00	283.94	283.94
Office	190.19	361.97	717.13	1,269.29
Software	427.55	202.75	0.00	630.30
SSAI Merchandise	0.00	0.00	1,671.87	1,671.87
Total Supplies	617.74	21,255.11	2,761.90	24,634.75
Miscellaneous - Other	133.50	98.25	-16.16	215.59
Total Miscellaneous	1,206.02	23,041.58	16,434.00	40,681.60
Payroll Expenses				
Mgrs Wages	0.00	44,370.90	109,925.15	154,296.05
Taxes{255}	0.00	10,251.07	7,976.08	18,227.15
Total Payroll Expenses	0.00	54,621.97	117,901.23	172,523.20
Postage and Delivery	272.80	630.54	825.62	1,728.96

SSAI Seacoast Shores prev years
Profit and Loss Standard
January 2011 through December 2013

	Jan - Dec '11	Jan - Dec '12	Jan - Dec '13	TOTAL
Professional Fees				
Accounting (deleted)	550.00	500.00	1,500.00	2,550.00
Bookkeeping	6,502.26	9,282.78	17,495.32	33,280.36
Legal Fees				
Row 6 Legal Expenses	0.00	13,426.59	1,681.90	15,108.49
Legal Fees - Other	18,433.89	0.00	903.50	19,337.39
Total Legal Fees	18,433.89	13,426.59	2,585.40	34,445.88
Membership I Expenses	1,575.23	354.96	930.00	2,860.19
Police Patrol Expenses	10,560.00	9,128.80	6,468.00	26,156.80
Sunshine fund	74.43	0.00	0.00	74.43
Web Site Maintenance	81.60	457.75	90.00	629.35
Total Professional Fees	37,777.41	33,150.88	29,068.72	99,997.01
Repairs & Maintenance				
Beach Maintenance	600.00	578.00	300.00	1,478.00
Bouy Expense	0.00	539.98	0.00	539.98
Clubhouse Maintenance	38.21	111.56	4,962.86	5,112.63
Landscape Maintenance	2,636.64	2,572.39	2,252.98	7,462.01
Lawn & Soil Stabilize_cc	643.27	0.00	0.00	643.27
Pool Maintenance	0.00	0.00	2,366.24	2,366.24
Rubbish Removal	0.00	590.00	723.38	1,313.38
Total Repairs & Maintenance	3,918.12	4,391.93	10,605.46	18,915.51
Safe Boating Course	0.00	0.00	1,600.00	1,600.00
Security Monitoring	0.00	299.00	0.00	299.00
SSA New Clubhouse				
Alarm System	0.00	7,475.84	0.00	7,475.84
Blue Board/Plaster	0.00	20,577.43	0.00	20,577.43
Contractor Fee	40,446.98	50,902.06	0.00	91,349.04
Disposal	4,481.32	1,973.50	0.00	6,454.82
E&D	44,871.00	4,212.88	0.00	49,083.88
Electric	300.00	116,859.74	0.00	117,159.74
Falmouth Engineering	0.00	300.00	0.00	300.00
Fire Protection System	0.00	70,371.00	0.00	70,371.00
Flooring	0.00	9,730.00	0.00	9,730.00
Foundation	33,072.03	9,005.00	0.00	42,077.03
Framing Labor/	64,000.00	27,483.22	0.00	91,483.22
Framing Lumber	149,454.07	50,176.86	0.00	199,630.93
HVAC	40,000.00	30,360.61	0.00	70,360.61
Interior Finish	0.00	18,118.54	0.00	18,118.54
Interior/Exterior Painting	0.00	33,248.50	0.00	33,248.50
Landscape/Driveway	0.00	8,845.37	0.00	8,845.37
Masonry	28,260.00	43,198.13	0.00	71,458.13
Plumbing	29,279.00	85,298.63	0.00	114,577.63
Pool Construction	0.00	0.00	1,723.75	1,723.75
Property Insurance	4,680.00	3,751.06	0.00	8,431.06
Roof Labor	5,875.00	244.18	0.00	6,119.18
Siding Labor	4,000.00	3,300.00	0.00	7,300.00

SSAI Seacoast Shores prev years
Profit and Loss Standard
January 2011 through December 2013

	Jan - Dec '11	Jan - Dec '12	Jan - Dec '13	TOTAL
SSA New Clubhouse - Other	0.00	60,052.38	0.00	60,052.38
Total SSA New Clubhouse	448,719.40	655,484.93	1,723.75	1,105,928.08
Taxes				
Federal	1,116.00	821.00	0.00	1,937.00
Property	1,960.79	1,424.90	7,495.70	10,881.39
State	476.00	150.41	0.00	626.41
Total Taxes	3,552.79	2,396.31	7,495.70	13,444.80
Utilities				
Comcast Cable	0.00	457.71	1,698.00	2,155.71
Keyspan/National Grid	2,484.21	1,819.78	2,090.72	6,394.71
Nstar	5,894.60	2,358.40	8,042.88	16,295.88
Verizon	518.06	894.19	1,861.86	3,274.11
Water	104.75	451.52	464.50	1,020.77
Total Utilities	9,001.62	5,981.60	14,157.96	29,141.18
Total Expense	552,918.23	868,856.46	332,815.42	1,754,590.11
Net Ordinary Income	-487,836.28	-688,785.27	-21,082.38	-1,197,703.93
Other Income/Expense				
Other Income				
Beach Fund Donations	3,196.67	0.00	0.00	3,196.67
Restricted Funds Income				
Front Landscaping Donations	1,941.67	0.00	0.00	1,941.67
Front Landscaping Fund Inc-20...	0.00	0.00	0.00	0.00
Jack Way Memorial Scholarship	871.66	0.00	0.00	871.66
Police Fund Income-2010	26.80	0.00	0.00	26.80
Total Restricted Funds Income	2,840.13	0.00	0.00	2,840.13
Total Other Income	6,036.80	0.00	0.00	6,036.80
Other Expense				
Beach Expenses	25.00	0.00	646.27	671.27
Depreciation Expense	0.00	0.00	49,080.00	49,080.00
Jack Way Scholarship	1,000.00	1,000.00	1,000.00	3,000.00
Reconciliation Discrepancies-1	0.00	-300.61	-125.59	-426.20
Restricted Funds Expenses				
Front Landscaping Expenses	603.78	0.00	0.00	603.78
Police Patrol Expense	0.00	0.00	0.00	0.00
Total Restricted Funds Expenses	603.78	0.00	0.00	603.78
Total Other Expense	1,628.78	699.39	50,600.68	52,928.85
Net Other Income	4,408.02	-699.39	-50,600.68	-46,892.05
Net Income	**-483,428.26**	**-689,484.66**	**-71,683.06**	**-1,244,595.98**

Seacoast Shores Association, Inc.

Financial Package

December 31, 2013

Seacoast Shores Association, Inc.

Balance Sheet

As of December 31, 2014

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1100 General Funds	
1101 Rockland Trust/Checking-0190	19,998
1103 F&B Petty Cash	164
1117 Food & Beverage - Rockland Trust	1,375
1118 MVSB-Operating	17,447
1119 MVSB-Clubhouse	6,239
Total 1100 General Funds	**45,223**
Total Bank Accounts	**45,223**
Accounts Receivable	
1200 Accounts Receivable	88,973
Total Accounts Receivable	**88,973**
Other current assets	
1250 Pre-Paid Landscape CC Bond	2,339
1309 Prepaid Insurance	14,558
Total Other current assets	**16,897**
Total Current Assets	**151,093**
Fixed Assets	
1310 Building	1,297,062
1311 Pool	178,263
1313 Tennis Court	78,130
1315 Clubhouse Equipment	59,965
1320 Land	42,300
1325 Beach Improvements	28,497
1330 Accum Depreciation - Bldg	-87,638
1331 Accum Depreciation - Pool	-17,663
1332 Accum Depreciation - Beach Impr	-3,842
1333 Accum Depreciation - Equipment	-15,656
1334 Accumulated Depreciation - Tennis Court	-5,209
Total Fixed Assets	**1,554,209**
TOTAL ASSETS	**1,705,302**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	15,446
Total Accounts Payable	**15,446**
Credit Cards	
2001 Board Member DTDF	972
Total Credit Cards	**972**
Other Current Liabilities	
2305 Accrued Expenses	2,704
24000 Payroll Liabilities	
Federal Taxes (941/944)	14
Federal Unemployment (940)	36
MA Unemployment Tax	683
Total 24000 Payroll Liabilities	**733**
2500 Bond Liability	100,000
2505 Accrued Bond Interest	4,000
2506 IS Recording Fees	6,250
2507 Clubhouse Security Deposits	250
2510 Clubhouse Food Minimums	1,130
2514 Association Reserve	6,600
2515 LOC-Martha's Vineyard Savings Bank	28,372
Total Other Current Liabilities	**150,038**
Total Current Liabilities	**166,456**
Total Liabilities	**166,456**
Equity	
1110 Retained Earnings	-91,485
2016 Deferred Member RIS	193,860
3025 Equity Property Planning Funds	1,309,741
3030 Member Equity Commitments	81,950
Net Income	44,779
Total Equity	**1,538,846**
TOTAL LIABILITIES AND EQUITY	**1,705,302**

Seacoast Shores Association, Inc.

Balance Sheet

As of December 31, 2015

	Total
ASSETS	
Current Assets	
Bank Accounts	
1100 General Funds	69,591
Total Bank Accounts	**69,591**
Accounts Receivable	
1200 Accounts Receivable	66,996
Total Accounts Receivable	**66,996**
Other current assets	
1309 Prepaid Insurance	12,216
Total Other current assets	**12,216**
Total Current Assets	**148,803**
Fixed Assets	
1310 Building	1,297,062
1311 Pool	178,263
1313 Tennis Court	85,088
1315 Clubhouse Equipment	59,928
1320 Land	42,300
1321 Clubhouse-Improvements	21,667
1325 Beach Improvements	28,497
1330 Accum Depreciation - Bldg	(120,065)
1331 Accum Depreciation - Pool	(26,576)
1332 Accum Depreciation - Beach Impr	(7,684)
1333 Accum Depreciation - Equipment	(24,222)
1334 Accumulated Depreciation - Tennis Court	(10,882)
1335 Accumulated Depreciation - Clubhouse Improvements	(2,190)
Total Fixed Assets	**1,521,186**
TOTAL ASSETS	**1,669,989**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	14,406
Total Accounts Payable	**14,406**
Credit Cards	
2003 MVSB Visa	2,655
Total Credit Cards	**2,655**
Other Current Liabilities	
2305 Accrued Expenses	2,704
24000 Payroll Liabilities	4,022
2500 Bond Liability	100,000
2505 Accrued Bond Interest	5,500
2506 IS Recording Fees	5,650
2510 Clubhouse Food Minimums	1,975
Total Other Current Liabilities	**119,851**
Total Current Liabilities	**136,912**
Total Liabilities	**136,912**
Equity	
Total Equity	**1,533,077**
TOTAL LIABILITIES AND EQUITY	**1,669,989**

Seacoast Shores Association, Inc.

Profit and Loss

January - December 2015

	Total
Income	
4002 Capital Campaigns	30,460
4010 Association Dues	120,300
4014 Clubhouse Fees	126,700
4015 Food Minimums - Clubhouse	0
4016 Other Income/Clubhouse Rental Fees	6,497
4018 Beach Contributions	590
4019 Row Donations	8,950
4020 Clubhouse Donations	1,026
4050 Other Activities	1,182
4200 Food & Beverage Income	169,081
Services	0
Total Income	**464,786**
Gross Profit	**464,786**
Expenses	
5000 Payroll Expenses	164,239
6120 Fees	8,493
6149 Clubhouse Improvements	400
6180 Insurance	15,905
6200 Interest Expense	1,915
6240 Miscellaneous	9,668
6250 Postage and Delivery	2,156
6270 Professional Fees	34,368
6300 Repairs & Maintenance	20,123
6350 Meals and Entertainment	50
6390 Utilities	23,172
6450 Asset Management Plan Expenses	46,830
6820 Taxes	10,232
9036 Fire Monitoring	1,535
9500 Food & Beverage Service	113,158
Total Expenses	**452,244**
Net Operating Income	**12,542**
Other Expenses	
6150 Depreciation Expense	61,611
8070 Jack Way Scholarship	1,000
Total Other Expenses	**(62,611)**
Net Other Income	**(62,611)**
Net Income	**(50,069)**

Tuesday, Mar 01, 2016 08:52:58 PM PST GMT-5 - Accrual Basis

Seacoast Shores Association, Inc.

PROFIT AND LOSS

January - December 2016

	TOTAL
INCOME	
4200 Food & Beverage Income	148,830.83
4014 Clubhouse Fees	132,550.00
4010 Association Dues	105,340.00
4002 Capital Campaigns	17,203.00
4019 Row Donations	4,788.45
4016 Other Income/Clubhouse Rental Fees	3,745.74
Seacoast Shores Settlement - Clubessential	2,200.52
4050 Other Activities	1,926.00
4018 Beach Contributions	440.00
4025 Jack Way Scholarship Donation	100.00
Total Income	**$417,124.54**
GROSS PROFIT	**$417,124.54**
EXPENSES	
5000 Payroll Expenses	164,608.41
9500 Food & Beverage Service	91,809.08
6270 Professional Fees	46,413.58
6390 Utilities	23,142.83
6300 Repairs & Maintenance	21,755.31
6180 Insurance	16,092.23
6820 Taxes	10,426.26
6240 Miscellaneous	10,143.49
6450 Asset Management Plan Expenses	7,714.95
6120 Fees	6,680.67
9036 Fire Monitoring	1,897.91
6250 Postage and Delivery	1,675.80
6200 Interest Expense	1,459.50
6149 Clubhouse Improvements	42.46
Total Expenses	**$403,862.48**
NET OPERATING INCOME	**$13,262.06**
OTHER EXPENSES	
6150 Depreciation Expense	63,086.43
8070 Jack Way Scholarship	1,000.00
8019 Beach Expenses	300.00
Total Other Expenses	**$64,386.43**
NET OTHER INCOME	**$ -64,386.43**
NET INCOME	**$ -51,124.37**

Seacoast Shores Association, Inc.

BALANCE SHEET

As of December 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1100 General Funds	35,374.50
Total Bank Accounts	**$35,374.50**
Accounts Receivable	
1200 Accounts Receivable	55,211.12
Total Accounts Receivable	**$55,211.12**
Other Current Assets	
1308 Other Asset	55,545.79
1309 Prepaid Insurance	15,040.59
Total Other Current Assets	**$70,586.38**
Total Current Assets	**$161,172.00**
Fixed Assets	
1310 Building	1,297,062.37
1311 Pool	178,263.21
1313 Tennis Court	85,087.87
1315 Clubhouse Equipment	66,419.30
1320 Land	42,300.00
1321 Clubhouse-Improvements	35,384.60
1325 Beach Improvements	28,496.90
1330 Accum Depreciation - Bldg	-152,488.87
1331 Accum Depreciation - Pool	-35,492.12
1332 Accum Depreciation - Beach Impr	-11,188.00
1333 Accum Depreciation - Equipment	-33,717.44
1334 Accumulated Depreciation - Tennis Court	-16,557.60
1335 Accumulated Depreciation - Clubhouse Improvements	-5,261.43
Total Fixed Assets	**$1,478,308.79**
TOTAL ASSETS	**$1,639,480.79**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	15,176.35
Total Accounts Payable	**$15,176.35**
Credit Cards	
2003 MVSB Visa	358.34
Total Credit Cards	**$358.34**
Other Current Liabilities	
2305 Accrued Expenses	262.50
24000 Payroll Liabilities	256.93
2500 Bond Liability	94,600.00

	TOTAL
2505 Accrued Bond Interest	6,622.00
2506 IS Recording Fees	3,400.00
2510 Clubhouse Food Minimums	2,176.82
Total Other Current Liabilities	**$107,318.25**
Total Current Liabilities	**$122,852.94**
Total Liabilities	**$122,852.94**
Equity	**$1,516,627.85**
TOTAL LIABILITIES AND EQUITY	**$1,639,480.79**

Seacoast Shores Association, Inc.
Summary Income Statement
January - December 2017

	2017
Total Revenue	428,002
Total Operating Expenses	437,576
Net Operating Income | <Loss>	(9,573)
Other Expenses	63,315
Net Income |<Loss>	(72,889)

Seacoast Shores Associaion, Inc.

Balance Sheet

	December 31, 2017	
		December 31, 2017
ASSETS		
	Cash & Cash Equivalents	100,532
	Accounts and Other Receivables	54,119
	Prepaid Expenses	0
	Total Current Assets	154,651
	Property and Equipment, Net	1,415,023
	Total Assets	1,569,674
LIABILITIES		
	Accounts Payable	5
	MA Meals Tax Payable	0
	Payroll Liabilities	1,379
	Food Minimum	260
	Other Liabilities	9,791
	Total Current Liabilities	11,435
	Bond Liability	
	Accrued Interest - Bond Liability	94,600
	Total Long Term Liabilities	94,600
EQUITY		
	Retained Earnings	(141,598)
	Capital Contributions	1,678,126
	Net Income	(72,889)
	Total Equity	1,463,639
	Total Liabilities and Equity	1,569,674

Seacoast Shores Association, Inc.
Balance Sheet
Dec-18

	Current YTD	Prior YTD
Assets		
Cash & Cash Equivalents		
Cash - Clubhouse	$129,010.17	$100,791.96
MVS - Credit Card	($401.75)	($260.28)
Total Cash & Cash Equivalents	$128,608.42	$100,531.68
Receivables		
Accounts Receivable	$56,088.41	$54,019.00
Total Receivables	$56,088.41	$54,019.00
Property & Equipment		
Building	$1,303,602.11	$1,297,062.37
Pool	$178,263.21	$178,263.21
Tennis Court	$85,087.87	$85,087.87
Clubhouse Equipment	$74,209.89	$66,419.30
Land	$42,300.00	$42,300.00
Clubhouse Improvements	$38,565.60	$35,384.60
Beach Improvements	$28,496.90	$28,496.90
Total Property & Equipment	$1,750,525.58	$1,733,014.25
Accum. Deprec. & Amortization		
A/D - Buidling	($217,505.48)	($184,915.43)
A/D - Pool	($53,318.44)	($44,405.28)
A/D - Beach Improvements	($18,188.00)	($14,688.00)
A/D - Equipment	($53,817.94)	($43,211.22)
A/D - Tennis Court	($27,903.41)	($22,230.12)
A/D - Clubhouse Improvements	($12,085.33)	($8,540.84)
Total Accum. Deprec. & Amortization	($382,818.60)	($317,990.89)
Total Assets	$1,552,403.81	$1,569,574.04
Payables		
Accounts Payable	$354.80	$5.30
Accrued Expenses	$6,000.00	$0.00
Total Payables	$6,354.80	$5.30
Taxes Payable & Accrued		
Payroll Liabilities:MA Unemployment Tax	$0.00	$1,378.79
Total Taxes Payable & Accrued	$0.00	$1,378.79
Other Liability		
Bond Liability	$89,600.00	$94,600.00
Accrued Bond Interest	$8,960.00	$8,041.00
IS Recording Fees	$0.00	$1,750.00
Clubhouse Security Deposits	$500.00	$0.00
Clubhouse Food Minimums	$919.20	$259.57
Gift Certificate	$300.00	$320.00
Total Other Liability	$100,279.20	$104,970.57
Total Liabilities	$106,634.00	$106,354.66
Equity		
Retained Earnings	($214,586.70)	($141,598.15)
Deferred Member RIS	$114,480.00	$164,160.00
Member Clubhouse Equity	$1,594,296.08	$1,513,966.08
Current Year P&L	($48,419.57)	($73,308.55)
Total Equity	$1,445,769.81	$1,463,219.38
Total Liabilities and Equity	$1,552,403.81	$1,569,574.04
	$0.00	$0.00

Seacoast Shores Association, Inc.
Summary Income Statement
January - December 2018

	2018	2017
Total Revenue	462,276	427,582
Total Operating Expenses	445,868	437,576
Net Operating Income | <Loss>	16,408	(9,993)
Other Expenses	64,828	63,315
Net Income |<Loss>	(48,420)	(73,309)
	0	0

Seacoast Shores Association, Inc.
Balance Sheet
December 2019
Assets

	Current YTD	Prior YTD
Cash & Cash Equivalents		
Cash - Clubhouse	78,383	129,010
MVS - Credit Card	(248)	(402)
Total Cash & Cash Equivalents	78,135	128,608
Receivables		
Accounts Receivable	35,748	56,088
Total Receivables	35,748	56,088
Property & Equipment		
Building	1,303,602	1,303,602
Pool	178,263	178,263
Tennis Court	85,088	85,088
Clubhouse Equipment	81,381	74,210
Land	42,300	42,300
Clubhouse Improvements	38,566	38,566
Beach Improvements	28,497	28,497
Total Property & Equipment	1,757,697	1,750,526
Accum. Deprec. & Amortization		
A/D - Buidling	(249,929)	(217,505)
A/D - Pool	(62,234)	(53,318)
A/D - Beach Improvements	(21,692)	(18,188)
A/D - Equipment	(63,310)	(53,818)
A/D - Tennis Court	(33,579)	(27,903)
A/D - Clubhouse Improvements	(15,157)	(12,085)
Total Accum. Deprec. & Amortization	(445,903)	(382,819)
Total Assets	1,425,677	1,552,404

Liabilities and Equity

Payables		
Accounts Payable	0	355
MA Meals Tax Payable	16	0
Accrued Expenses	0	6,000
Total Payables	16	6,355
Other Liability		
Bond Liability	0	89,600
Accrued Bond Interest	0	8,960
Clubhouse Security Deposits	0	500
Clubhouse Food Minimums	1,495	919
Gift Certificate	375	300
Accrued Liability Member	3,963	0
Total Other Liability	5,832	100,279
Total Liabilities	5,848	106,634
Equity		
RIS Self-Directed	64,950	0
Retained Earnings	(263,006)	(214,587)
Deferred Member RIS	17,010	114,480
Member Clubhouse Equity	1,625,266	1,594,296
Self-Directed Bonds	48,300	0
Current Year P&L	(72,691)	(48,420)
Total Equity	1,419,829	1,445,770
Total Liabilities and Equity	1,425,677	1,552,404

	SSAI 2019 INCOME STATEMENT	2019	2018	Variance
Revenue				
	Golf Tournament	3,142	0	3,141.89
	Association Dues	111,050	118,159	(7,109.00)
	Clubhouse Fees	148,230	134,570	13,660.00
	Food and Beverage	181,265	183,540	(2,274.59)
	Unused Food Minimum	2,164	4,757	(2,593.24)
	Capital Campaign	18,593	12,819	5,774.25
	Other income	9,860	8,432	1,428.67
	Total Revenue	474,304	462,276	12,027.98
Expenses				
	Clubhouse Donations	0	100	100.00
	Manager Wages	50,900	52,932	2,032.00
	Staff Wages	124,750	108,922	(15,828.39)
	Payroll Taxes	38,417	30,875	(7,541.87)
	Intuit Fees	0	282	281.58
	Payroll Service Fees	3,048	2,781	(267.50)
	Credit Card Service Fees	15,063	11,336	(3,727.10)
	Clubhouse Improvements	0	339	339.00
	Dues and Subscriptions	668	828	160.35
	Insurance	19,451	16,483	(2,967.76)
	Bond Interest	765	1,394	628.75
	Licenses and Permits	2,109	1,775	(333.85)
	Postage and Delivery	1,387	1,452	64.38
	Food Service Training	0	43	42.50
	Police Patrols	5,390	4,991	(399.00)
	$25 Food Discount/Coupon	2,550	1,799	(751.33)
	Printing and Reproduction	153	941	788.52
	Professional Fees	1,820	777	(1,043.08)
	Bank Charges	39	0	(39.05)
	Legal Fees	15	0	(15.00)
	Repairs and Maintenance	44,334	39,372	(4,961.72)
	Utilities	26,949	24,871	(2,077.31)
	ROW Management and Beach Monitorong	502	0	(502.18)
	Row Engineering	0	0	0.00
	Row Permits and Dinghy Racks	0	2,019	2,018.80
	Professional Fees	24,247	24,931	683.33
	Pool Supples	330	24	(305.81)
	SSAI Merchandise	0	1,841	1,841.00
	Office Supplies	834	695	(139.00)
	Clubhouse Supplies	1,008	3,073	2,064.67
	Property Taxes	11,186	11,480	293.30
	Beach Expenses	10	846	836.00
	Jack Way Scholarship	1,000	2,000	1,000.00
	Fire Monitoring	585	1,505	920.00
	Bar Consumables	27	0	(27.03)
	Office Supplies: Food and Beverage	350	225	(125.32)
	POS Clubsoft	14,718	19,966	5,248.19
	Kitchen Hood Fire Suppression	0	0	0.00
	Workers Compensation Insurance	1,678	1,884	205.52
	Food Costs	68,855	38,092	(30,763.51)
	Beverage Cost - Non Alcoholic Beverage	434	1,301	867.45
	Liquor Cost	8,476	14,745	6,268.59
	Paper & Napkin Cost	193	322	128.73
	Cleaning Expenses	5,372	4,018	(1,354.10)
	Linens	2,341	2,379	37.83
	Credit Card Fees - Food & Beverage	0	1,939	1,939.14
	Kitchen ware	503	3,026	2,522.93
	Event Expenses	373	2,852	2,478.62
	Entertainers	3,080	4,416	1,335.53
	Total Operating Expenses	483,911	445,868	38,043.20
				0.00
	Net Income / Loss before Other Income & Expenses	(9,607)	16,408	(26,015.22)
Other Expenses				
	Depreciation Expense	63,084	64,828	(1,743.71)
	Replacement Reserve	0	0	0.00
	Clearing	0	0	0.00
	Total Other Operating Expenses	63,084	64,828	(1,743.71)
	Net Income | <Loss>	(72,691)	(48,420)	(24,271.51)

CASH FLOW

		2015	2016	2017	2018	2019
	Beginning Cash	45,223	69,591	90,920	100,791	129,009
Sources of Cash						
	Cash Collected from Restaurant	169,926	147,566	165,106	189,686	183,580
	Cash Collected from Clubhouse Dues	127,216	132,550	132,185	133,535	144,500
	Cash Collected for Association Dues	120,925	101,190	101,698	116,824	106,984
	Cash Collected for Investment Share Investments	58,536	45,210	23,494	25,250	27,986
	Cash Collected from 2015 - 2016 Capital Campaigns	30,460	17,203	15,275	13,119	9,481
	Member Donations to Beach, Rows and Clubhouse	10,566	5,328	450	190	
	Other Cash Collected	6,829	9,137	8,969	8,242	6,915
	Cash returned from Town for Landscape Bond	2,339	0	0	0	0
	Total Cash received	526,796	458,185	447,176	486,847	479,445
Uses of Cash						
	Cash Paid for Payroll and Payroll Taxes	(160,949)	(168,374)	(190,047)	(194,108)	(214,051)
	Cash Paid for Food and Beverage Costs	(113,158)	(91,607)	(109,478)	(94,797)	(106,987)
	Cash Paid to Bondholders	0	0	0	0	(33,263)
	Cash paid for Asset Management Plan	(46,830)	(7,715)	0	0	(502)
	Cash Paid for Professional Fees (including Police Patrols)	(34,368)	(48,664)	(25,488)	(26,524)	(37,457)
	Payments made on Line of Credit	(28,372)	0	0	0	
	Cash paid for Utilities	(24,375)	(23,143)	(28,362)	(24,845)	(26,949)
	Cash Paid for Clubhouse Improvements	(21,667)	(13,718)	0	(9,721)	0
	Cash paid for Repairs	(20,122)	(21,755)	(35,640)	(39,372)	(44,334)
	Cash Paid for Insurance	(13,798)	(16,736)	(17,963)	(16,483)	(19,806)
	Cash paid for Other purposes	(12,113)	(17,768)	(9,566)	(17,324)	(9,202)
	Cash paid for Property Taxes	(10,232)	(10,426)	(11,010)	(11,480)	(11,186)
	Cash Paid for Fees	(8,071)	(9,122)	(8,489)	(14,185)	(18,165)
	Cash Paid for Tennis Court	(6,958)	0	0	0	0
	Cash Paid for Jack Way Scholarship	(1,000)	(1,000)	(1,000)	(2,000)	(1,000)
	Interest Paid	(415)	(338)	(263)	0	0
	Clubhouse Equipment	0	(6,492)	0	(7,791)	(7,171)
	Total Cash Used	(502,428)	(436,856)	(437,305)	(458,629)	(530,073)
	Change in Cash	24,368	21,329	9,871	28,218	(50,627)
	ENDING CASH	69,591	90,920	100,791	129,009	78,382

Seacoast Shores Association, Inc.
Balance Sheet
12/31/2020

Assets

	Current YTD	Prior YTD
Cash & Cash Equivalents		
Cash - Clubhouse	160,167	78,383
MVS - Credit Card	(71)	(248)
Total Cash & Cash Equivalents	160,096	78,135
Receivables		
Accounts Receivable	40,559	35,748
Total Receivables	40,559	35,748
Property & Equipment		
Building	1,303,602	1,303,602
Pool	178,263	178,263
Tennis Court	85,088	85,088
Clubhouse Equipment	81,381	81,381
Land	42,300	42,300
Clubhouse Improvements	38,566	38,566
Beach Improvements	28,497	28,497
Total Property & Equipment	1,757,697	1,757,697
Accum. Deprec. & Amortization		
A/D - Buidling	(282,353)	(249,929)
A/D - Pool	(71,150)	(62,234)
A/D - Beach Improvements	(25,196)	(21,692)
A/D - Equipment	(72,802)	(63,310)
A/D - Tennis Court	(39,255)	(33,579)
A/D - Clubhouse Improvements	(18,229)	(15,157)
Total Accum. Deprec. & Amortization	(508,987)	(445,903)
Other Asset		
Advance to Erica	3,231	0
Total Other Asset	3,231	0
Total Assets	1,452,596	1,425,677

Liabilities and Equity

Payables		
MA Meals Tax Payable	0	16
Total Payables	0	16
Other Liability		
Clubhouse Food Minimums	400	1,495
Gift Certificate	475	375
Accrued Liability Member	2,100	3,963
PPP Funds	0	0
Total Other Liability	2,975	5,832
Total Liabilities	2,975	5,848
Equity		
Retained Earnings	(335,697)	(263,006)
Deferred Member RIS	17,010	17,010
Member Clubhouse Equity	1,678,698	1,625,266
Self-Directed Bonds	42,900	48,300
RIS Self-Directed	64,950	64,950
Current Year P&L	(18,240)	(72,691)
Total Equity	1,449,621	1,419,829
Total Liabilities and Equity	1,452,596	1,425,677

Seacoast Shores Association, Inc.
January - December 2020
Comparative Income Statement

		2020	2019
Revenue			
	Golf Tournament	0	3,142
	Loan Forgiveness	75,600	0
	Association Dues	114,650	111,050
	Clubhouse Fees	137,750	148,230
	Food and Beverage	165,311	181,265
	Unused Food Minimum	4,474	2,164
	Capital Campaign	1,463	18,593
	Other income	2,243	9,860
	Total Revenue	501,490	474,304
Expenses			
	Manager Wages	65,921	50,900
	Staff Wages	115,874	124,750
	Payroll Taxes	34,835	38,417
	Payroll Service Fees	2,348	3,048
	Credit Card Service Fees	14,663	15,063
	Dues and Subscriptions	282	668
	Insurance	15,996	19,451
	Bond Interest	0	765
	Licenses and Permits	2,140	2,109
	Postage and Delivery	971	1,387
	Police Patrols	2,230	5,390
	$25 Food Discount/Coupon	3,050	2,550
	Printing and Reproduction	695	153
	Bank Charges	0	40
	Legal Fees	0	15
	Repairs and Maintenance	30,668	44,334
	Utilities	24,592	26,949
	ROW Management and Beach Monitorong	1,179	0
	Row Permits and Dinghy Racks	0	502
	Professional Fees	27,716	26,067
	Pool Supples	401	330
	SSAI Merchandise	1,130	0
	Office Supplies	1,282	834
	Clubhouse|Restaurant Supplies	5,238	1,008
	Property Taxes	11,265	11,186
	Beach Expenses	0	10
	Jack Way Scholarship	2,000	1,000
	Fire Monitoring	1,213	585
	Bar Consumables	4	27

Seacoast Shores Association, Inc.
January - December 2020
Comparative Income Statement

	2020	2019
Office Supplies: Food and Beverage	0	350
POS Clubsoft	17,256	14,718
Workers Compensation Insurance	797	1,678
Food Costs	57,903	68,855
Beverage Cost - Non Alcoholic Beverage	0	434
Liquor Cost	6,857	8,476
Paper & Napkin Cost	0	193
Cleaning Expenses	3,449	5,372
Linens	1,644	2,341
Kitchen ware	350	503
Event Expenses	0	372
Entertainers	2,700	3,080
Total Operating Expenses	456,646	483,911
Net Income / Loss before Other Income & Expenses	44,844	(9,607)
Other Expenses		
Depreciation Expense	63,084	63,084
Total Other Operating Expenses	63,084	63,084
Net Income | <Loss>	(18,240)	(72,691)

SSAI
Cash Flow
2020

	2015	2016	2017	2018	2019	2020
Beginning Cash	45,223	69,591	90,920	100,791	129,009	78,382
Sources of Cash						
Cash Collected from Restaurant	169,926	147,566	165,106	189,686	183,580	168,790
Cash Collected from Clubhouse Dues	127,216	132,550	132,185	133,535	144,500	136,450
Cash Collected for Association Dues	120,925	101,190	101,698	116,824	106,984	109,638
Cash Collected for Investment Share Investments	58,536	45,210	23,494	25,250	27,986	47,933
Cash Collected from 2015 - 2016 Capital Campaigns	30,460	17,203	15,275	13,119	9,481	1,200
Proceeds from PPP Funding	0	0	0	0	0	75,600
Member Donations to Beach, Rows and Clubhouse	10,566	5,328	450	190	0	0
Other Cash Collected	6,829	9,137	8,969	8,242	6,915	2,243
Cash returned from Town for Landscape Bond	2,339	0	0	0	0	0
Total Cash received	526,796	458,185	447,176	486,847	479,445	541,854
Uses of Cash						
Cash Paid for Payroll and Payroll Taxes	(160,949)	(168,374)	(190,047)	(194,108)	(214,051)	(219,861)
Cash Paid for Food and Beverage Costs	(113,158)	(91,607)	(109,478)	(94,797)	(106,987)	(99,680)
Cash Paid to Bondholders	0	0	0	0	(33,263)	0
Cash paid for Asset Management Plan	(46,830)	(7,715)	0	0	(502)	(1,179)
Cash Paid for Professional Fees (including Police Patrols)	(34,368)	(48,664)	(25,488)	(26,524)	(37,457)	(29,946)
Payments made on Line of Credit	(28,372)	0	0	0		0
Cash paid for Utilities	(24,375)	(23,143)	(28,362)	(24,845)	(26,949)	(24,592)
Cash Paid for Clubhouse Improvements	(21,667)	(13,718)	0	(9,721)	0	0
Cash paid for Repairs	(20,122)	(21,755)	(35,640)	(39,372)	(44,334)	(30,668)
Cash Paid for Insurance	(13,798)	(16,736)	(17,963)	(16,483)	(19,806)	(16,793)
Cash paid for Other purposes	(12,113)	(17,768)	(9,566)	(17,324)	(9,202)	(7,076)
Cash paid for Property Taxes	(10,232)	(10,426)	(11,010)	(11,480)	(11,186)	(11,265)
Cash Paid for Fees	(8,071)	(9,122)	(8,489)	(14,185)	(18,165)	(17,011)
Cash Paid for Tennis Court	(6,958)	0	0	0	0	0
Cash Paid for Jack Way Scholarship	(1,000)	(1,000)	(1,000)	(2,000)	(1,000)	(2,000)
Interest Paid	(415)	(338)	(263)	0	0	0
Clubhouse Equipment	0	(6,492)	0	(7,791)	(7,171)	0
Total Cash Used	(502,428)	(436,856)	(437,305)	(458,629)	(530,073)	(460,070)
Change in Cash	24,368	21,329	9,871	28,218	(50,627)	81,784
ENDING CASH	69,591	90,920	100,791	129,009	78,382	160,165

Seacoast Shores Association, Inc.
Balance Sheet
12/31/2021
Assets

	2021	2020
Cash & Cash Equivalents		
Cash - Clubhouse	$ 215,046.82	160,167
MVS - Credit Card	$ (97.61)	(71)
Total Cash & Cash Equivalents	$ 214,949.21	160,096
Receivables		
Accounts Receivable	$ 61,575.00	40,559
Total Receivables	$ 61,575.00	40,559
Property & Equipment		
Building	$ 1,303,602.11	1,303,602
Pool	$ 178,263.21	178,263
Tennis Court	$ 85,087.87	85,088
Clubhouse Equipment	$ 81,381.28	81,381
Land	$ 42,300.00	42,300
Clubhouse Improvements	$ 38,565.60	38,566
Beach Improvements	$ 28,496.90	28,497
Total Property & Equipment	$ 1,757,696.97	1,757,697
Accum. Deprec. & Amortization		
A/D - Buidling	$ (314,777.48)	(282,353)
A/D - Pool	$ (80,066.44)	(71,150)
A/D - Beach Improvements	$ (28,700.00)	(25,196)
A/D - Equipment	$ (82,293.94)	(72,802)
A/D - Tennis Court	$ (44,931.41)	(39,255)
A/D - Clubhouse Improvements	$ (21,301.33)	(18,229)
Total Accum. Deprec. & Amortization	$ (572,070.60)	(508,987)
Other Asset		
Advance to Erica	$ -	3,231
Total Other Asset	$ -	3,231
Total Assets	$ 1,462,150.58	1,452,596

Liabilities and Equity

Other Liability		
Clubhouse Food Minimums	$ 1,179.43	400
Gift Certificate	$ 475.00	475
Accrued Liability Member	$ -	2,100
Total Other Liability	$ 1,654.43	2,975
Equity		
Total Equity	$ 1,460,496.15	1,449,621
Total Liabilities and Equity	$ 1,462,150.58	1,452,596

$ - $0.00

Seacoast Shores Association, Inc.
January - December 2021
Comparative Income Statement

	2021	2020
Revenue		
Golf Tournament	$ 8,000	$ -
Loan Forgiveness	$ 42,997	$ 75,600
Association Fees	$ 124,688	$ 114,650
Clubhouse Fees	$ 160,275	$ 137,750
Food & Beverage Income	$ 247,878	$ 165,311
Unused Food Minimum	$ 4,214	$ 4,474
Capital Campaigns:Capital Campaign	$ 400	$ 1,463
Other income	$ 16,823	$ 2,243
Total Revenue	**$ 605,275**	**$ 501,490**
	$ -	$ -
Expenses		
Manager Wages	$ 60,192	$ 65,921
Staff Wages	$ 152,312	$ 115,874
Payroll Taxes	$ 48,038	$ 34,835
Payroll Service Fees	$ 2,452	$ 2,348
Credit Card Service Fees	$ 16,924	$ 14,663
Dues and Subscriptions	$ 4,258	$ 282
Insurance	$ 16,403	$ 15,996
Bond/ RIS Interest	$ 823	$ -
Licenses and Permits	$ 2,636	$ 2,140
Postage and Delivery	$ 380	$ 971
$25.00 Food Discount/Coupon	$ 3,450	$ 3,050
Printing and Reproduction	$ 2,421	$ 695
Bank Fees/Service Charges	$ 4	$ -
Legal Fees	$ 15	$ -
Repairs and Maintenance	$ 58,876	$ 30,668
Utilities	$ 30,476	$ 24,592
ROW Management & ROW & Beach Monitoring	$ -	$ 1,179
Professional Fees	$ 27,025	$ 29,946
Pool Supplies	$ 985	$ 401
Supplies:SSAI Merchandise	$ 3,158	$ 1,130
Office Supplies	$ 1,461	$ 1,282
Clubhouse | Restaurants Supply	$ 11,226	$ 5,238
Property Taxes	$ 11,390	$ 11,265
Beach Expenses	$ -	$ -
Jack Way Scholarship	$ 3,000	$ 2,000

Fire Monitoring	$	1,475	$	1,213
Bar Consumables	$	673	$	4
Office Supplies - Food & Beverage	$	25	$	-
POS Clubsoft	$	20,170	$	17,256
Insurance:Workers Comp Insurance	$	1,926	$	797
Food Cost	$	83,426	$	57,903
Bev Cost - Non Alcoholic	$	-	$	-
Liquor Cost	$	25,169	$	6,857
Cleaning Expenses	$	5,058	$	3,449
Linens	$	2,969	$	1,644
Kitchen ware	$	-	$	350
Event Expenses	$	6,955		
Entertainers	$	3,870	$	2,700
Capital Campaign Expense	$	1,758	$	-
Certificates for Employee	$	200	$	-
Clubhouse Donations -Golf Expense	$	1,384	$	-
Uniform	$	523	$	-
Total Operating Expenses	**$**	**613,486**	**$**	**456,645**
Net Income/ Loss before Other Income&Expenses	**$**	**(8,211)**	**$**	**44,844**
Other Expenses				
Depreciation Expense	$	63,084	$	63,084
Total Other Operating Expenses	**$**	**63,084**	**$**	**63,084**
Net Income | <Loss>	**$**	**(71,295)**	**$**	**(18,240)**

SSAI
Cash Flow
2021

	2015	2016	2017	2018	2019	2020	2021
Beginning Cash	45,223	69,591	90,920	100,791	129,009	78,382	160,165
Sources of Cash							
Cash Collected from Restaurant	169,926	147,566	165,106	189,686	183,580	168,790	252,871
Cash Collected from Clubhouse Dues	127,216	132,550	132,185	133,535	144,500	136,450	158,975
Cash Collected for Association Dues	120,925	101,190	101,698	116,824	106,984	109,638	116,648
Cash Collected for Investment Share Investments	58,536	45,210	23,494	25,250	27,986	47,933	68,894
Cash Collected from 2015 - 2016 Capital Campaigns	30,460	17,203	15,275	13,119	9,481	1,200	400
Proceeds from PPP Funding	0	0	0	0	0	75,600	42,997
Member Donations to Beach, Rows and Clubhouse	10,566	5,328	450	190	0	0	0
Other Cash Collected	6,829	9,137	8,969	8,242	6,915	2,243	27,554
Cash returned from Town for Landscape Bond	2,339	0	0	0	0	0	0
Total Cash received	526,796	458,185	447,176	486,847	479,445	541,854	668,340
Uses of Cash							
Cash Paid for Payroll and Payroll Taxes	(160,949)	(168,374)	(190,047)	(194,108)	(214,051)	(219,861)	(260,542)
Cash Paid for Food and Beverage Costs	(113,158)	(91,607)	(109,478)	(94,797)	(106,987)	(99,680)	(158,009)
Cash Paid to Bondholders	0	0	0	0	(33,263)	0	0
Cash paid for Asset Management Plan	(46,830)	(7,715)	0	0	(502)	(1,179)	0
Cash Paid for Professional Fees (including Police Patrols)	(34,368)	(48,664)	(25,488)	(26,524)	(37,457)	(29,946)	(29,492)
Payments made on Line of Credit	(28,372)	0	0	0		0	0
Cash paid for Utilities	(24,375)	(23,143)	(28,362)	(24,845)	(26,949)	(24,592)	(30,476)
Cash Paid for Clubhouse Improvements	(21,667)	(13,718)	0	(9,721)	0	0	0
Cash paid for Repairs	(20,122)	(21,755)	(35,640)	(39,372)	(44,334)	(30,668)	(57,844)
Cash Paid for Insurance	(13,798)	(16,736)	(17,963)	(16,483)	(19,806)	(16,793)	(18,329)
Cash paid for Other purposes	(12,113)	(17,768)	(9,566)	(17,324)	(9,202)	(7,076)	(26,630)
Cash paid for Property Taxes	(10,232)	(10,426)	(11,010)	(11,480)	(11,186)	(11,265)	(11,390)
Cash Paid for Fees	(8,071)	(9,122)	(8,489)	(14,185)	(18,165)	(17,011)	(16,924)
Cash Paid for Tennis Court	(6,958)	0	0	0	0	0	0
Cash Paid for Jack Way Scholarship	(1,000)	(1,000)	(1,000)	(2,000)	(1,000)	(2,000)	(3,000)
Interest Paid	(415)	(338)	(263)	0	0	0	(823)
Clubhouse Equipment	0	(6,492)	0	(7,791)	(7,171)	0	0
Total Cash Used	(502,428)	(436,856)	(437,305)	(458,629)	(530,073)	(460,070)	(613,460)
Change in Cash	24,368	21,329	9,871	28,218	(50,627)	81,784	54,880
ENDING CASH	69,591	90,920	100,791	129,009	78,382	160,165	215,046

Seacoast Shores Association, Inc.

Balance Sheet

12/31/22

Assets

	2022	2021
Cash & Cash Equivalents		
Cash - Clubhouse	$ 254,493.92	$ 215,046.82
MVS - Credit Card	$ (106.84)	$ (97.61)
Total Cash & Cash Equivalents	$ 254,387.08	160,096
Receivables		
Accounts Receivable	$ 62,157.00	$ 61,575.00
Total Receivables	$ 62,157.00	$ 61,575.00
Property & Equipment		
Building	$ 1,303,602.11	$ 1,303,602.11
Pool	$ 178,263.21	$ 178,263.21
Tennis Court	$ 85,087.87	$ 85,087.87
Clubhouse Equipment	$ 85,410.48	$ 81,381.28
Land	$ 42,300.00	$ 42,300.00
Clubhouse Improvements	$ 38,565.60	$ 38,565.60
Beach Improvements	$ 28,496.90	$ 28,496.90
Total Property & Equipment	$ 1,761,726.17	$ 1,757,696.97
Accum. Deprec. & Amortization		
A/D - Buidling	$ (347,367.53)	$ (314,777.48)
A/D - Pool	$ (88,979.60)	$ (80,066.44)
A/D - Beach Improvements	$ (28,496.90)	$ (28,700.00)
A/D - Equipment	$ (85,934.33)	$ (82,293.94)
A/D - Tennis Court	$ (50,603.93)	$ (44,931.41)
A/D - Clubhouse Improvements	$ (23,559.16)	$ (21,301.33)
Total Accum. Deprec. & Amortization	$ (624,941.45)	$ (572,070.60)
Total Assets	$ 1,453,328.80	$ 1,462,150.58

Liabilities and Equity

Other Liability		
Clubhouse Food Minimums	$ 1,060.76	$ 1,179.43
Clubhouse Security Deposits	$ 250.00	
Gift Certificate		$ 475.00
Accrued Liability Member		$ -
Total Other Liability	$ 1,310.76	$ 1,654.43
Equity		
Total Equity	$ 1,452,018.04	$ 1,460,496.15
Total Liabilities and Equity	$ 1,453,328.80	$ 1,462,150.58
	$ -	$ -

Seacoast Shores Association, Inc.
January - December 2022
Comparative Income Statement

	$	2,022	$	2,021
Revenue				
Golf Tournament	$	12,749	$	8,000
Loan Forgiveness	$	-	$	42,997
Association Fees	$	123,900	$	124,688
Clubhouse Fees	$	181,450	$	160,275
Food & Beverage Income	$	248,894	$	247,878
Unused Food Minimum	$	3,141	$	4,214
Capital Campaigns:Capital Campaign	$	-	$	400
Other income	$	10,352	$	16,823
Total Revenue	**$**	**580,486**	**$**	**605,275**
	$	-	$	-
Expenses				
Manager Wages	$	46,032	$	60,192
Staff Wages	$	136,262	$	152,312
Payroll Taxes	$	37,183	$	48,038
Payroll Service Fees	$	3,051	$	2,452
Credit Card Service Fees	$	15,095	$	16,924
Dues and Subscriptions	$	60	$	4,258
Insurance	$	21,227	$	16,403
Bond/ RIS Interest	$	-	$	823
Licenses and Permits	$	2,911	$	2,636
Postage and Delivery	$	404	$	380
$25.00 Food Discount/Coupon	$	3,225	$	3,450
Printing and Reproduction	$	2,616	$	2,421
Bank Fees/Service Charges	$	25	$	4
Legal Fees	$	15	$	15
Repairs and Maintenance	$	64,740	$	58,876
Utilities	$	34,781	$	30,476
ROW Management & ROW & Beach Monitoring	$	-	$	-
Professional Fees	$	26,475	$	27,025
Pool Supplies	$	1,450	$	985
Supplies:SSAI Merchandise	$	-	$	3,158
Office Supplies	$	1,499	$	1,461
Clubhouse | Restaurants Supply	$	8,795	$	11,226
Property Taxes	$	10,429	$	11,390
Beach Expenses	$	-	$	-
Jack Way Scholarship	$	3,000	$	3,000
Fire Monitoring	$	1,218	$	1,475
Bar Consumables	$	-	$	673

Office Supplies - Food & Beverage	$	-	$	-
POS Clubsoft	$	19,356	$	20,170
Insurance:Workers Comp Insurance	$	1,417	$	1,926
Food Cost	$	78,503	$	83,426
Bev Cost - Non Alcoholic	$	-	$	-
Liquor Cost	$	19,252	$	25,169
Cleaning Expenses	$	-	$	-
Linens	$	5,349	$	5,058
Kitchen ware	$	3,301	$	2,969
Event Expenses	$	-	$	-
Entertainers	$	4,250	$	3,870
Capital Campaign Expense	$	881	$	6,955
Certificates for Employee	$	4,861	$	1,758
Clubhouse Donations -Golf Expense	$	751	$	200
Uniform	$	1,031	$	1,384
	$	-	$	523
Total Operating Expenses	**$**	**559,443**	**$**	**613,460**
Net Income/ Loss before Other Income&Expenses	**$**	**21,043**	**$**	**(8,185)**
Other Expenses				
Depreciation Expense	$	52,871	$	63,084
Total Other Operating Expenses	**$**	**52,871**	**$**	**63,084**
Net Income | <Loss>	**$**	**(31,828)**	**$**	**(71,269)**

Seacoast Shores Association, Inc.

Balance Sheet

12/31/23

	2023	2022
Assets		
Cash & Cash Equivalents		
Cash - Clubhouse	$ 206,691	$ 254,494
MVS - Credit Card	$ (765)	$ (107)
Total Cash & Cash Equivalents	$ 205,926	$ 254,387
Receivables	$ -	$ -
Accounts Receivable	$ 56,042	$ 62,157
Total Receivables	$ 56,042	$ 62,157
Property & Equipment	$ -	
Building	$ 1,327,727	$ 1,303,602
Pool	$ 185,363	$ 178,263
Tennis Court	$ 85,088	$ 85,088
Clubhouse Equipment	$ 118,304	$ 85,410
Land	$ 42,300	$ 42,300
Clubhouse Improvements	$ 38,566	$ 38,566
Beach Improvements	$ 33,251	$ 28,497
Total Property & Equipment	$ 1,830,598	$ 1,761,726
Accum. Deprec. & Amortization		
A/D - Buidling	$ (380,561)	$ (347,368)
A/D - Pool	$ (98,907)	$ (88,980)
A/D - Equipment	$ (93,346)	$ (85,934)
A/D - Beach Improvements	$ (4,169)	$ (28,497)
A/D - Tennis Court	$ (56,276)	$ (50,604)
A/D - Clubhouse Improvements	$ (25,722)	$ (23,559)
Total Accum. Deprec. & Amortization	$ (658,981)	$ (624,941)
Prepaid Expenses	$ 26,506	$ -
Total Assets	$ 1,460,091	$ 1,453,329
Liabilities and Equity		
Other Liability		
Line of Credit	$ 75,000	
Clubhouse Food Minimums	$ -	$ 1,061
Clubhouse Security Deposits	$ 250	$ 250
Gift Certificate	$ 400	$ -
Accrued Expenses	$ -	$ -
Total Other Liability	$ 75,650	$ 1,311
Equity		
Total Equity	$ 1,384,441	$ 1,452,018
Total Liabilities and Equity	$ 1,460,091	$ 1,453,329

January - December 2023
Comparative Income Statement

	2023	2022
Revenue		
Golf Tournament	$ 11,807	$ 12,749
Association Fees	$ 125,475	$ 123,900
Clubhouse Fees	$ 202,725	$ 181,450
Food & Beverage Income	$ 227,066	$ 257,318
Unused Food Minimum	$ 7,092	$ 3,141
Other income	$ 112,775	$ 1,928
Total Revenue	**$ 686,939**	**$ 580,486**
	$ -	$ -
Expenses		
Manager Wages	$ 130,462	$ 46,032
Staff Wages	$ 150,490	$ 136,262
Payroll Taxes	$ 54,820	$ 37,183
Payroll Service Fees	$ 3,865	$ 3,051
Credit Card Service Fees	$ 15,683	$ 15,095
Dues and Subscriptions	$ 80	$ 60
Insurance	$ 23,836	$ 21,227
Interests	$ 257	$ -
Licenses and Permits	$ 2,305	$ 2,911
Postage and Delivery	$ 409	$ 404
$25.00 Food Discount/Coupon	$ 3,700	$ 3,225
Printing and Reproduction	$ 2,444	$ 2,616
Bank Fees/Service Charges	$ 47	$ 25
Legal Fees	$ 23,446	$ 15
Repairs and Maintenance	$ 64,259	$ 64,740
Utilities	$ 29,077	$ 34,781
ROW Management & ROW & Beach Monitoring	$ -	$ -
Professional Fees	$ 26,575	$ 26,475
Pool Supplies	$ -	$ 1,450
Office Supplies	$ 2,743	$ 1,499
Clubhouse | Restaurants Supply	$ 16,410	$ 8,795
Property Taxes	$ 7,905	$ 10,429
Jack Way Scholarship	$ 4,000	$ 3,000
Fire Monitoring	$ 470	$ 1,218
POS Clubsoft	$ 22,106	$ 19,356
Insurance:Workers Comp Insurance	$ 2,721	$ 1,417
Food Cost	$ 77,076	$ 78,503
Liquor Cost	$ 21,309	$ 19,252

Linens	$	4,338	$	5,349
Kitchen ware	$	6,657	$	3,301
Entertainers	$	6,575	$	4,250
Event Expenses: SSAI Events (WTD, etc.)	$	1,864	$	881
Capital Campaign Expense	$	991	$	4,861
Certificates for Employee	$	403	$	751
Clubhouse Donations -Golf Expense	$	1,281	$	1,031
Uniform	$	301	$	-
Total Operating Expenses	**$**	**708,905**	**$**	**559,443**
Net Income/ Loss before Other Income&Expenses	$	(21,966)	$	21,043
Other Expenses				
Depreciation Expense	$	62,537	$	52,871
Total Other Operating Expenses	$	62,537	$	52,871
Net Income | <Loss>	$	(84,502)	$	(31,828)

Seacoast Shores Association, Inc.

Balance Sheet

12/31/24

Assets

	2024	2023
Cash & Cash Equivalents		
Cash - Clubhouse	$ 209,981	$ 206,691
MVS - Credit Card	$ (2,922)	$ (765)
Total Cash & Cash Equivalents	$ 207,059	$ 205,926
Receivables		$ -
Accounts Receivable	$ 94,147	$ 57,917
Total Receivables	$ 94,147	$ 57,917
Property & Equipment		$ -
Building	$1,327,727	$ 1,327,727
Pool	$200,203	$ 185,363
Tennis Court	$85,088	$ 85,088
Clubhouse Equipment	$118,304	$ 118,304
Land	$42,300	$ 42,300
Clubhouse Improvements	$38,566	$ 38,566
Beach Improvements	$33,251	$ 33,251
Total Property & Equipment	$1,845,439	$ 1,830,598
Accum. Deprec. & Amortization		
A/D - Buidling	($413,754)	$ (380,561)
A/D - Pool	($108,835)	$ (98,907)
A/D - Equipment	($100,758)	$ (93,346)
A/D - Beach Improvements	($8,325)	$ (4,169)
A/D - Tennis Court	($61,949)	$ (56,276)
A/D - Clubhouse Improvements	($27,884)	$ (25,722)
Total Accum. Deprec. & Amortization	$ (721,505)	$ (658,981)
Prepaid Expenses	$ 48,662	$ 26,506
Total Assets	$ 1,473,802	$ 1,461,966
	Liabilities and Equity	
Other Liability		
Clubhouse Food Minimums	$25	$ -
Clubhouse Security Deposits	$ -	$ 250
Gift Certificate	$625	$ 400
Line of Credit	$194,000	$ 75,000
Total Other Liability	$ 194,650	$ 75,650
Equity		
Total Equity	$ 1,279,152	$ 1,386,316
Total Liabilities and Equity	$ 1,473,802	$ 1,461,966

Revenue	2024	2023
Golf Tournament	$ 15,387	$ 11,807
Association Fees	$ 161,275	$ 125,475
Clubhouse Fees	$ 223,600	$ 202,725
Food & Beverage Income	$ 314,311	$ 227,066
Unused Food Minimum	$ 5,422	$ 7,092
Miscellaneous:Reconciliation Discrepancies	$ 17,352	$ 112,775
Total Revenue	**$ 737,347**	**$ 686,939**
Expenses		
Manager Wages	$ 230,187	$ 130,462
Staff Wages	$ 120,170	$ 150,490
Payroll Taxes	$ 59,985	$ 54,820
Payroll Service Fees	$ 3,824	$ 3,865
Credit Card Service Fees	$ 21,925	$ 15,683
Dues and Subscriptions	$ 413	$ 80
Insurance	$ 26,933	$ 23,836
Interest	$ 3,548	$ 257
Licenses and Permits	$ 3,475	$ 2,305
Postage and Delivery	$ 817	$ 409
$25.00 Food Discount/Coupon	$ 3,100	$ 3,700
Printing and Reproduction	$ 2,513	$ 2,444
Bank Fees/Service Charges	$ 124	$ 47
Legal Fees	$ 24,047	$ 23,446
Repairs and Maintenance	$ 73,294	$ 64,259
Utilities	$ 39,795	$ 29,077
Professional Fees	$ 28,292	$ 26,575
Miscellaneous:Supplies:SSAI Merchandise	$ 535	$ -
Office Supplies	$ 1,874	$ 2,743
Clubhouse | Restaurants Supply	$ 15,881	$ 16,410
Property Taxes	$ 8,942	$ 7,905
Jack Way Scholarship	$ 6,000	$ 4,000
Fire Monitoring	$ 1,308	$ 470
POS Clubsoft	$ 19,866	$ 22,106
Insurance:Workers Comp Insurance	$ 109	$ 2,721
Food Cost	$ 88,565	$ 77,076
Liquor Cost	$ 29,068	$ 21,309
Cleaning Expenses	$ 5,390	$ 4,338
Linens	$ 3,088	$ 6,657
Kitchen Equipment Lease	$ 479	$ -
Entertainers	$ 8,150	$ 6,575
Event Expenses: SSAI Events (WTD, etc.)	$ 3,343	$ 1,864
Capital Campaign Expense	$ -	$ 991

Certificates for Employee	$ -	$ 403
Clubhouse Donations -Golf Expense	$ 2,122	$ 1,281
Uniform	$ 1,737	$ 301
Total Operating Expenses	**$ 838,898**	**$ 708,905**
Net Income/ Loss before Other Income&Expens	$ (101,551)	$ (21,966)
Other Expenses		
Depreciation Expense	$ 62,524	$ 62,537
Total Other Operating Expenses	$ 62,524	$ 62,537
Net Income | <Loss>	$ (164,074)	$ (84,502)

Seacoast Shores Association, Inc.

Profit and Loss

January - December 2014

	TOTAL
Income	
4010 Association Dues	98,700.00
4014 Clubhouse Fees	122,525.00
4015 Food Minimums - Clubhouse	0.00
4017 Capital Contribution-TCRTL & Capital Camp II	107,731.20
4020 Clubhouse Donations	50.00
4022 Scan Ad	150.00
4030 Social Activities	70.00
4050 Other Activities	953.19
4200 Food & Beverage Income	176,819.05
Clubhouse Gift Certificates	750.00
Services	-54.00
Total Income	**$ 507,694.44**
Gross Profit	**$ 507,694.44**
Expenses	
5000 Payroll Expenses	148,129.02
6120 Fees	9,907.03
6180 Insurance	16,204.40
6200 Interest Expense	3,685.94
6240 Miscellaneous	9,374.36
6250 Postage and Delivery	1,364.55
6270 Professional Fees	30,766.72
6300 Maintenance & Repairs	24,201.43
6331 ROW Replacement Signs	597.19
6350 Meals and Entertainment	478.38
6363 Safe Boating Course	0.00
6390 Utilities	19,544.61
6820 Taxes	18,858.97
9035 Security Monitoring	150.00
9036 Fire Monitoring	1,603.66
9275 Building Expenses	291.75
9500 Food & Beverage Service	111,158.72
Total Expenses	**$ 396,316.73**
Net Operating Income	**$ 111,377.71**
Other Expenses	
6150 Depreciation Expense	59,298.35
8070 Jack Way Scholarship	1,000.00
89999 Association Reserve Contribution	6,300.00
Total Other Expenses	**$ 66,598.35**
Net Other Income	**-$ 66,598.35**
Net Income	**$ 44,779.36**

Wednesday, Jan 28, 2015 08:16:04 AM PST GMT-5 - Accrual Basis

Friends of Seacoast Shores, Inc.
31 Teaticket Highway, Suite 107
East Falmouth MA 02536
www.FriendsOfSeacoast.org

March 19, 2026

TO: The Honorable Members of the Falmouth Select Board
Acting as the Local Licensing Authority under G.L. c. 138

FROM: Friends of Seacoast Shores, Inc. and
Individual Residents, Voters, and Property Owners signing the attached Petition

RE: Objection to renewal or continuation of the alcoholic beverages license held by Seacoast Shores Association, Inc. ("SSAI") for the clubhouse at 7 Farview Lane, East Falmouth, MA.

The town of Falmouth posted an Agenda for the March 23, 2026 meeting at 4:22 PM On March 18, 2026. An Amended Agenda was posted March 19, 2026 at 9:42 AM.

This request pertains to item 4 (Consent Agenda), a (licenses), 6 (seasonal licenses), third entry for Seacoast Shores Association, Inc.

1. Summary of Request

Friends of Seacoast Shores and the Property Owners on the Attached List request the Selectboard remove this license request from the Consent Agenda and, pursuant to G.L. c. 138, §§ 12, 15A and 64, and the Board's independent duty to determine whether a license "would be detrimental to the public good," the undersigned respectfully request that the Board:

1. Deny renewal of SSAI's seasonal all-alcohol club license for 2026.

Or, in the alternative,

2. Require recorded consent or waiver by all easement holders, and/or

3. Defer renewal of any liquor license until the litigation is concluded to provide additional clarity on the easement rights of the property owners.

The Board may also determine that any future use of a liquor license at 7 Farview Lane is inappropriate and that the clubhouse should operate as an inclusive, non-alcohol, recreational clubhouse open to all owners and residents in Seacoast Shores consistent with the original community dedication contained in the SSAI deed restriction from Sailcoast (**Exhibit A, p. 19**, recorded at Book 820, page 115 on August 26, 1952).

The Sailcoast subdivision deeds uniformly grant lot owners express, unrestricted easement rights appurtenant to their properties to "use and enjoy, in common with other owners of the property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the Grantor," as shown on the 1947 Plan. These deeded rights run with the land and are not conditioned on joining any association or paying dues. As a result, SSAI holds, at most, servient title to the Recreation Land, Bayside Beach, and certain parcels, and under settled Massachusetts easement law it cannot lawfully convert those deeded easements into a "pay-to-play" license by requiring membership, dues, or purchase and recording of "Investment Certificates" as a precondition to exercising the easement rights. Massachusetts law does not allow off-record assessment obligations or HOA-style payment schemes to be implied where the deed language is silent. SSAI's current model depends on precisely a claim that there is an existence of an off-record obligation.

Under Massachusetts easement law, a servient owner (SSAI) may use its land only to the extent that such use does not unreasonably interfere with the uses authorized by an easement. Once Sailcoast granted express, unrestricted easements to Seacoast Shores lot owners, SSAI, as servient owner of the Recreation Land, Bayside Beach, and related parcels, became legally obligated to accommodate those easement rights rather than burden them. SSAI cannot lawfully transform deeded, appurtenant easements into a discretionary "club privilege" by demanding membership, annual dues, or purchase and recording of Investment Certificates as a condition of access. Such conditions materially interfere with the scope and purpose of the easements as granted and exceed the limited rights of a servient estate.

The record shows that alcohol service is delivered at the clubhouse which is located on a deed-restricted parcel of land and that alcohol service is inconsistent with (a) the "recreational purposes only" restriction recorded with the Barnstable Registry of Deeds; (b) the easement rights of more than 800 property owners; and (c) the public good for Seacoast Shores which the Commonwealth has designated as an Environmental Justice ("EJ") neighborhood. These conflicts have worsened under SSAI's current "member-only" business model, with exclusionary impacts and recurrent disorder concerns documented by neighbors.

2. Summary of Facts

- In 1951 Seacoast Shores Association, Inc. (SSAI) filed *Articles of Organization* ("Articles") with the Commonwealth of Massachusetts and became organized as a nonprofit. **Exhibit 1, Extract from SSAI 2013 Liquor License Application, p. 14.** Once the Articles are accepted, the Articles operate as the SSAI's Charter in the Commonwealth: the Articles define name, purposes, powers, limitations, and basic governance structure.
  - The Articles articulate SSAI's purpose as "*To maintain and promote the social and civic welfare and social contacts of the residents and real property owners in the section of Falmouth known as Seacoast Shores*".

- The Articles also provide **"*the purposes shall not include the right to apply for a license to sell alcoholic beverages*."**
- The limitations in the Articles were defined by SSAI, and continue to define, SSAI's purpose as articulated on the Articles provided by SSAI in the liquor license.
- As a nonprofit, SSAI is not organized with capital stock and has no "owners," so it cannot lawfully sell equity-style "investment shares" that confer ownership, profit participation, or transferable capital interests the way a for-profit corporation can.

- In 1952 Sailcoast Shores, Inc. ("Sailcoast") executed a Deed to SSAI that conveyed "*a certain parcel of land in Falmouth, Massachusetts being shown as 'Reserved for Recreation and Playground' on a plan entitled "Seacoast Shores Yacht Section", dated April 15, 1947 by Fredrick C. Hahn*" **Exhibit 1, p. 19**, recorded at Book 820, page 115 on August 26, 1952**; Exhibit 2**, is a marked extract of a portion of the Barnstable Registry of Deeds Plan, recorded with the Barnstable Registry of Deeds, Book 78-11 on April 15, 1947 showing the area Reserved for Yacht Club and area Reserved for Recreation and Playground that the Sailcoast deed refers to.
  - The Sailcoast Deed to SSAI provided the "*premises are conveyed subject to the use of said premises for recreational purposes only, and no building or structure shall be erected, constructed or placed thereon other than a clubhouse, boathouse or bathhouse to be used for the purposes as set forth in the charter granted to the grantee from the Commonwealth of Massachusetts only*."
  - The Sailcoast Deed to SSAI also provided that the **"***premises are also conveyed subject to all easements and restrictions of record which may be in force and applicable*".
  - The purposes defined by SSAI in its Articles on file with the Commonwealth were in effect at the time of the Sailcoast transfer and are explicitly incorporated into the deed and run with the land.
  - As noted, the Sailcoast deed expressly requires that any clubhouse be "*used for the purposes as set forth in the charter granted to the grantee from the Commonwealth of Massachusetts only*." When the deed and the charter are construed together, SSAI cannot lawfully operate, or be licensed to operate, an alcohol-serving bar on this parcel without first amending its Articles and seeking appropriate court or Attorney General review. The Board should not countenance a licensed use that is ultra vires under both SSAI's charter and the deed restriction.
- The easement grant to the majority of lot owners does not include mandatory membership in an association akin to an HOA or a requirement that an association be joined.
  - The Sailcoast subdivision deeds uniformly grant lot owners express, unrestricted easement rights appurtenant to their properties to "*use and*

enjoy, in common with other owners of the property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the grantor," as shown on the 1947 plan. These deeded rights run with the land and are not conditioned on joining any association or paying dues. As a result, SSAI holds, at most, servient title and cannot lawfully convert those deeded easements into a "pay-to-play" license by requiring membership, dues, or sale of Investment Shares and recording of Investment Certificates as a precondition to exercising the easement rights. **Exhibit 3.**

- A small number of early deeds appear to contain a personal future promise by that particular owner to join an association "if" one is formed. Those promises, if valid at the time, are at most personal contractual obligations; they were not drafted or recorded as covenants running with the land binding successors. In any event, any such restriction would have expired after 30 years under G.L. c. 184, § 23, absent timely extension under § 27.
- Under Massachusetts easement law, a servient owner (SSAI) may use its land only to the extent that such use does not unreasonably interfere with the uses authorized by an easement. Once Sailcoast granted express, unrestricted easements to Seacoast Shores lot owners, SSAI, as servient owner of the recreation land, bayside beach, and related parcels, became legally obligated to accommodate those easement rights rather than burden them. SSAI cannot lawfully transform deeded, appurtenant easements into a discretionary "club privilege" by demanding membership, annual dues, or purchase and recording of investment certificates as a condition of access. such conditions materially interfere with the scope and purpose of the easements as granted and exceed the limited rights of a servient estate.

- During 2007-2008, SSAI offered "Investment Certificates" and "Resalable Investment Certificates" for sale to fund building a new Clubhouse. **Exhibit 4; Exhibit 5.**
  - In 2007, when SSAI developed the funding strategy of selling Investment Certificates to homeowners at least 2 Board Members had investment experience and an understanding of what qualifies as an investment. **Exhibit 6.** Those Board Members have continued their involvement with SSAI and are:
    - **Dan Frawley**, Venture Capitalist with Falmouth Ventures (current President of SSAI).
    - **Dave Smith**, currently Executive Vice President, Managing Director, & Chief Investment Officer at Rockland Trust (member of the Clubhouse Operating Committee).
  - The original "purchase price" of an Investment Certificate was $4,500; the purchase price increased to $5,400 with no additional consideration and

potential purchasers were also offered the option to purchase a "Resalable Certificate."

- During the Investment Certificate Sales promotion, SSAI provided building plans which included a catering kitchen. This is the plan that SSAI members were asked to approve. **Exhibit 7**. However, in 2011, plans were filed with the Town of Falmouth providing for a full commercial kitchen and an 11 seat lounge. **Exhibit 8.** [p. 4 refers to bar equipment in the kitchen section; Drawing A8.1 is for "Kitchen & Bar Equipment Plan.]

- In the Fall 2007 SSAI SCAN Newsletter (**Exhibit 9,** p. 5-6), **James Demopolous**, current SSAI Board Member and Director of Fund Accounting and Operations at Bracebridge Capital, LLC (which operates a Venture Fund and a Growth Fund), wrote an unsolicited article about the clubhouse project that stated:

  We're being assured this is a can't lose project and not only will we benefit personally but ***there will be a financial windfall****. Can all of this be true?? The simple answer: YES! … IF the clubhouse is built you have a $4,500 share of a tangible asset that has no long term debt … After the original 'Marketing Phase' is closed (i.e. 300 people commit, which will fund the entire project), the expected cost to join will then be $11,250 (2.5 times MORE than the original cost).* ***This 150% increase is our gain*** *in property value even if we never visit the complex and remain an Investment Member. Where else can you get this return? The stock market? Perhaps the Lottery or scratch tickets? Good luck.*

- In the Summer 2010 SSAI SCAN Newsletter **(Exhibit 10)**, James Demopolous, now as Chairman of the SSAI Operating Committee, stated:

  A Certificate of Investor Share (it may not be called by this name when we are through with it) is in development. ***Initial input from our attorney indicates that it may not be desirable to attach it to your residence deed, instead to treat it similar to a country club or recreation club membership certificate and store it in your safe or lock-box.*** *There will be more info coming on this topic.*

- In 2011 SSAI changed its Bylaws to allow for a liquor license. **Exhibit 11**. No corresponding change was made to SSAI's Articles on file with the Commonwealth.

- At the July 9, 2011, annual Meeting, SSAI Members were informed of the change from a catering kitchen to a commercial kitchen and bar. See **Exhibit 12**, p. 2. "*Over the winter the plans were revised to add a commercial kitchen….*" There is no evidence that a vote of the SSAI membership approved the change from a clubhouse with a catering kitchen to a higher financial risk bar and restaurant.

- On October 15, 2012, attorney **Stephen J. McLaughlin** prepared a letter to "All Seacoast Shores 'Investment Share' Purchasers" providing a sample Investment Certificate. **Exhibit 13.** In his letter, attorney McLaughlin did not make it clear that he did not represent the recipients (Seacoast Shores Investment Share

purchasers), nor did he recommend that they obtain their own lawyer to assess any material impact on their legal rights.

- In 2013, SSAI submitted an application for a liquor license which included:
  - A Joint Officer and Director Action by Unanimous Written Consent, appointing board member Arlene Schubert as General Manager of the Clubhouse. At the time both **Arlene Schubert** and her husband **Dan Frawley** were on the Board of SSAI and both signed the Unanimous Consent in their Board capacity. (**Exhibit 1**, p. 9-10).
  - A Manager Application and Statement of Arlene Schubert (**Exhibit 1**, p.11-13).
  - An Affidavit of Stephen J. McLaughlin, Esq., Concerning Source of Funds (**Exhibit 1**, p. 21) signed under pains and penalties of perjury stating that "*All of the construction funds were raised through cash contributions from members."* Neither SSAI nor Attorney McLaughlin disclosed to the Board that the nonprofit SSAI had offered and sold Investment Shares and issued Investment Certificates that purport to require dues in perpetuity as the source of funds for building and financing the Clubhouse.
- On February 1, 2024, Friends of Seacoast Shores, Inc. filed a lawsuit (2472CV00032) against SSAI in Barnstable Superior Court for a Declaratory Judgment concerning the easement rights and SSAI's claim that membership in the association and dues are mandatory. The lawsuit has since named specific homeowners in the Seacoast Shores community as plaintiffs.
- On June 7, 2024, SSAI filed an action against property owner William Fay (2489CV000142) in Falmouth District Court for funds SSAI alleged defendant Fay owed as a result of recording an Investment Certificate.
- SSAI provides a welcome letter to new owners that claims association membership is mandatory and offers sale of Clubhouse Memberships **Exhibit 14.** The Select Board should not assume SSAI's asserted requirement of association dues obligation by owners in Seacoast Shores is true as it is a basis for the lawsuit originally filed by Friends of Seacoast Shores which is now pursued by individually named homeowners.
- Use of this recreation land as an alcohol-serving, dues-gated club for a paying subset of homeowners unreasonably interferes with the unrestricted deeded easement rights and exceeds Sailcoast's intended recreational purpose when the property was transferred to SSAI.

3. Enforcement history and legal posture

- In 2013 SSAI was granted a seasonal club liquor license by the Board.
- The club liquor license has been renewed annually.

- At least two lawsuits are pending involving SSAI which concern the unrestricted deeded easement rights of property owners.

- In the Friends of Seacoast Shores v. SSAI action in the Superior Court (now Defuria et al. v. SSAI), the Superior Court action seeks a declaration that (i) each plaintiff's deed grants an unrestricted express easement over the beaches, ROWs, and recreation parcels, (ii) those rights are appurtenant and run with the land, and (iii) SSAI may not condition their exercise on membership, dues, or Investment Certificates.

4. Incomplete Disclosure by SSAI in the liquor license application

- As noted above, Attorney McLaughlin represented in his Affidavit to the Board: *"All construction funds were raised through **cash contributions** from the Members of the Seacoast Shores Association. There is no other person or entity which has made financial contribution."* **Exhibit 1,** p. 21.

- Attorney McLaughlin and SSAI failed to inform the Board of the true source of the funds used to build the clubhouse – i.e., sale of Investment Shares in a nonprofit.

  - "Investment Shares" and "Resalable Investment Shares" were offered for sale by SSAI starting in 2007. SSAI obtained signatures on Letter of Intent (LOI) starting in 2007. **Exhibit 4.** In 2008 the option to purchase price increased and the ability to purchase "Resalable Investment Shares" was added. **Exhibit 5.**[1]

  - Purchasers of the "Investment Shares" paid SSAI either upfront or over a period of 6-10 years for access to a proposed Clubhouse to be built on land for which purchasers already had legal unrestricted easement rights.

  - Representations were made that the value of the Investment Shares would increase substantially over time. **Exhibit 9**, Demopoulous letter.

  - By 2012, after SSAI received the majority of the funds from persons signing the LOI, Attorney McLaughlin prepared and provided a draft Investment Certificate to purchasers of the Investment Shares that: (1) changed the definition of Investment beyond the definition recognized by the Commonwealth of Massachusetts; and (2) attempted to create an encumbrance in perpetuity on each homeowner's property. **Exhibit 13.** The

[1] A Chapter 180 nonprofit has no "capital stock" and is not authorized to issue or sell equity shares in the manner of a business corporation; its "members" hold governance rights, not ownership interests. SSAI's "Investment Shares" and "Resalable Investment Shares" were therefore a novel funding device, not ordinary charitable contributions.

Investment Certificate requires annual dues and clubhouse fees to maintain full access to property for which property owners' already have an unrestricted deeded easement right.

- In 2013 when attorney McLaughlin signed his affidavit for the SSAI Liquor License (**Exhibit 1**), as drafter of the Investment Certificate, attorney McLaughlin was aware that the funds received by SSAI were not "cash contributions" but were from purchases of Investment Shares offered for sale by SSAI and which were designed to materially alter the Investment Share purchasers' legal rights with respect to their property by purporting to create a perpetual encumbrance on the property. Describing the proceeds of multi-year Investment Share sales, tied to recorded covenants and ongoing payment obligations, as "cash contributions" was materially incomplete and misleading. The Board and ABCC were entitled to a full and accurate description of the financing structure, including the fact that SSAI had marketed the project as a 150% "return" opportunity superior to stock market investments, and that it was recording instruments against homeowners' titles to secure continuing revenue.

- All construction funds were actually raised through the use of multi-year Investment Share sales with recorded covenants and ongoing payment obligations. *These were not ordinary voluntary "contributions" but bargained-for interests tied to access and continuing financial obligations.*

5. Governance and Conflict Concerns

- In 2012, SSAI appointed Board Member Arlene Schubert as General Manager of the Clubhouse. **Exhibit 1, p. 9.**

- In 2012 Schubert was a member of the SSAI Board (and continues as a Board member). **Exhibit 15.**

- Schubert was also married to SSAI Director Dan Frawley (current SSAI president). **Exhibit 16.**

- There is no evidence Board considered conflict-of-interest issues.

- Both Schubert and Frawley signed the Unanimous Consent appointing her as General Manager. **Exhibit 1, p. 10.**

- Schubert admits in her statement: "both my husband and I have been very active in operations." **Exhibit A, p. 12.**

- The concern is that the same Board leadership approved the sale of Investment Shares, recorded certificates against homeowners' property, and appointed a Board Member and

Board Director's spouse as manager. These actions suggests that SSAI does not exercise independent oversight and does not have adequate safeguards.

- These overlapping roles and familial relationships, without disclosure or any evidence of conflict-of-interest review, cast doubt on SSAI's ability to exercise "responsible control" over a licensed premises as required by G.L. c. 138. Another reason the Board should not renew the license is there is no (a) documented conflict-of-interest policies, (b) evidence of recusal practices for related-party appointments, and (c) no management structure that separates Board control over financing decisions from day-to-day liquor operations.

6. Environmental Justice and "public good" concerns

- Seacoast Shores, where the clubhouse operates, is located in an Environmental Justice (EJ) block as identified by the Executive Office of Energy and Environmental Affairs.

- Alcohol-centric operations concentrate traffic, noise, and disorder impacts in a dense residential area, while limiting access to those who pay high fees or purchase "investment certificates." A liquor-driven, dues-gated operation on land that was dedicated for community use exacerbates inequity and is inconsistent with the Board's obligation to consider the public good, particularly in an EJ neighborhood.

- SSAI's exclusionary practices are inconsistent Massachusetts' EJ policy: *i.e., licensing an alcohol establishment on land deeded for community recreation, then denying deeded-right holders from access without purchasing investment certificates or memberships.*

- M.G.L. c. 20, § 4I (Environmental Justice Executive Order) requires state agencies and permittees to consider cumulative environmental and social burdens on EJ communities such as Seacoast and the Select Board has the power to require compliance.

> *In evaluating whether a license serves the public good, the Board should consider the Commonwealth's Environmental Justice policy framework, including M.G.L. c.20, §4I and related guidance, and recognize that licensing a quasi-private, alcohol-serving club on deeded community recreation land in an EJ block materially increases burdens (traffic, noise, alcohol-related impacts) while reserving benefits for a relatively affluent subset.*

- Section 12 of G.L. c.138 authorizes the Select Board to deny or condition a license that "would be detrimental to the public good." Where use (a) contradicts the land's recorded purpose, and (b) operates in a socially exclusive way in a mixed-income, EJ community, denial is warranted. *In an EJ community, imposing multi-thousand-dollar "investment" purchases and clubhouse fees and requiring perpetual covenants be recorded against homes, while excluding non-payers from core recreation amenities dedicated "in common," creates a significant equity concern that weighs heavily against renewal.*

- Licensing a quasi-private, alcohol-serving club on land dedicated for community recreation in an EJ neighborhood, and when SSAI conditions access on multi-thousand-dollar "investments" and high annual fees, concentrates the burdens of alcohol use while reserving the benefits for a financially advantaged subset of residents.

7. Access disparity is a violation of EJ

- Evidence from SSAI's records (sample from 2006–2024) shows:

Year	SSAI Membership	Clubhouse Access	Dues	Investment Purchase Price	Fees for Full use of Clubhouse
1952-2012*	Voluntary	Open to All	$10 - $100	N/A	N/A
2016**	"Mandatory"	Restricted	$300	$5,400	$900
2021***	"Mandatory"	Restricted	$300	"TBD"	$1,075
2025****	"Mandatory"	Restricted	$425	$8,000	$2,450

* **Exhibit 17 –** 1968 Dues, p. 1
** **Exhibit 17** - 2016, p. 4
***Exhibit 17 – 2021 Annual Letter, p. 10
****Exhibit 17 – 2025 Annual Letter p. 12

- A significant financial barrier has been placed on owners and residents: annual dues + clubhouse fees that creates a "pay-to-play" system that contradicts the "in common" language of the 1952 deed and the language in the SSAI Charter.

- In a lower-income EJ area, recording perpetual "investment" covenants against properties and then excluding non-payers from community facilities is a classic equity violation.

8. History of Dismissing and Deriding Dissenting Voices

In addition to excluding easement-holders from use of the clubhouse and facilities unless they purchase Investment Certificates and pay full recreational dues, SSAI's officers and directors foster a culture of open hostility toward Seacoast Shores owners who lawfully decline to join

SSAI or to pay SSAI dues. At a private 2025 SSAI Halloween event, the Board voted as "best costume" a person dressed as a clown wearing a shirt labeled "FOSS" and "***Friends of Seacoast Simpletons***," openly mocking members of Friends of Seacoast Shores and, by extension, non-dues-paying owners and residents who rely on their recorded easement rights rather than SSAI membership. This photo was posted by **attorney and SSAI Board Member Andrea McCarthy** on the SSAI Facebook page on November 1, 2025. **Exhibit 18.** This conduct underscores that SSAI is operating a private club for paying insiders, while denigrating and excluding other Seacoast Shores residents and owners whose properties are nevertheless burdened and affected by the license and lack of access.

9. Feasible, less intrusive alternatives

Evidence from SSAI's own financial records (2006–2024, **Exhibit 19**) shows:

- As recent as the 2025 Annual Letter (**Exhibit 17**) admits "*[d]espite the increase in business, clubhouse operations ran at a loss of about $80,000 due to the increased salary costs of our substitute GM, unexpected increases in the costs of food and beverage and insufficient mark-up for private events.* This admission, combined with compiled 2006–2024 financials (**Exhibit 19)** showing repeated deficits, demonstrates that the liquor-based, members-only model is not financially self-sustaining.

By contrast, a seasonal, non-alcohol clubhouse and food operation, open on reasonable, non-discriminatory terms to all deed-right owners and their renters, could potentially cover annual facility costs through broad-based food and program revenue. There is no economic necessity for a liquor license; it is a preference that exacerbates equity and legal concerns rather than solving them.

The Board should therefore find that the license is not economically necessary and its social costs to the community, as a whole, outweigh any claimed benefit.

10. Requested action

Granting a liquor license is a privilege, not a guaranteed right. Moreover, granting a liquor license in violation of an organization's charter, based on incomplete and inaccurate statements to a governmental agency is not in the public interest and undermines trust which warrants heightened scrutiny by the Selectboard on renewal.

Falmouth Select Board
March 19, 2026
RE: Objection to renewal or continuation of the alcoholic beverages license held by Seacoast Shores Association, Inc. ("SSAI") for the clubhouse at 7 Farview Lane, East Falmouth, MA.

The Board is not being asked to resolve every disputed legal issue now pending in court. It is being asked to exercise its independent licensing judgment: whether continued alcohol service at 7 Farview Lane, on these terms and under this governance structure, serves the public good for all of Seacoast Shores. On this record, we believe it does not.

Respectfully submitted,

Cecily Anne O'Regan, Corporate Clerk
Friends of Seacoast Shores, Inc.
31 Teaticket Highway, Suite 107
East Falmouth, MA 02536

EXHIBITS

1. Extract of 2013 SSAI Liquor License Application
2. Extract of 1947 recorded Plan for Seacoast Shores
3. 1954 Deed from Sailcoast to Taylor with easement language
4. 2007 Letter of Intent offering sale of Investment Shares by SSAI
5. 2008 Letter of Intent offering sale of Investment Shares and Resalable Investment Shares by SSAI
6. 2007 Annual Report of SSAI, listing Dan Frawley and Arlene Shubert as Directors of SSAI
7. 2008 Building Plans for Clubhouse provided to Members featuring a catering kitchen.
8. 2011 Building plans filed with the Town of Falmouth featuring a full commercial kitchen and bar.
9. Fall 2007 SCAN newsletter from SSAI with article from Demopolous describing 150% increase for investment.
10. Summer 2010 SCAN newsletter from SSAI with statement from Demopolous that attorney is advising to put Investment Certificate in the drawer.
11. Spring 2011 SCAN newsletter from SSAI proposing change to Bylaws.
12. 2010 SSAI Annual Meeting (minutes?)
13. October 15, 2012 Letter from Attorney McLaughlin to "All Seacoast Shores 'Investment Share' Purchasers" providing Investment Certificates.
14. SSAI New Owner Brochure
15. 2013 Annual Report of SSAI, listing Dan Frawley, Arlene Shubert and James Demopolous as Directors of SSAI
16. 2026 Summary of Information on the Secretary of State's website for SSAI, listing Dan Frawley as President, Arlene Shubert and Andrea McCarthy as Directors of SSAI
17. Compilation of SSAI communications: (1) 1968 Letter with $10 dues; (2) 2016 Annual invoice; (3) 2021 Annual Letter; and (4) 2025 annual letter.
18. SSAI posting by attorney Andrea McCarthy on SSAI Facebook page applauding the costume winner for the "Friends of Seacoast Simpletons" costume.
19. 2006 – 2024 Financial Compilation of SSAI reports to members.

2026 FALMOUTH SELECT BOARD

We, the undersigned registered voters residing in Seacoast Shores, East Falmouth and/or property owners in Seacoast Shores, East Falmouth, **OBJECT** to the issuance of a seasonal liquor license to **Seacoast Shores Association, Inc.**, 7 Farview Lane, East Falmouth, MA.

Name (printed)	☐ Registered Voter ☐ Property Owner	Signature	Seacoast Street Address
SANdra Kennedy	☐ Registered Voter ☒ Property Owner	Sandra Kennedy	18 Ellsworth Dr, E. Falmouth
Denim Whelan	☒ Registered Voter ☒ Property Owner		224 SEACOAST SHORES BLVD., E. FALMOUTH
Kathryn Hauge	☒ Registered Voter ☐ Property Owner		224 Seacoast Shores Blvd East Falmouth, MA 02536
Emily Thames	☒ Registered Voter ☐ Property Owner	Emily Thames	31 Yale Drive E. Falmouth, MA 02536
Joshua Thames	☒ Registered Voter ☐ Property Owner	JT	31 Yale Drive E. Falmouth, MA 02536
Mary McGurn	☐ Registered Voter ☒ Property Owner	Mary T. McGurn	Seacoast Shores Blvd.
MAUREEN NORMAN	☐ Registered Voter ☒ Property Owner	Maureen Norman	24 Knollwood Dr E Falmouth, ma 02536
MARY J. POWERS	☒ Registered Voter ☒ Property Owner	Mary J. Powers	347 SEACOAST SHORES BLVD E. FALMOUTH, MA 02536
Sally Alferes	☒ Registered Voter ☐ Property Owner	Sally Alferes	51 ELLSWORTH Dr. E. Falmouth MA 02536

2026 FALMOUTH SELECT BOARD

We, the undersigned registered voters residing in Seacoast Shores, East Falmouth and/or property owners in Seacoast Shores, East Falmouth, **OBJECT** to the issuance of a seasonal liquor license to **Seacoast Shores Association, Inc.** , 7 Farview Lane, East Falmouth, MA.

Name (printed)	☐ Registered Voter ☐ Property Owner	Signature	Seacoast Street Address
Elizabeth Doughty	☑ Registered Voter ☑ Property Owner	Elizabeth Doughty	50 Ellsworth Dr.
Nancy Ferguson	☑ Registered Voter ☑ Property Owner	Nancy Ferguson	44 Winthrop Dr
Kevin Donovan	☑ Registered Voter ☐ Property Owner		44 Winthrop Dr
Tom Bowles	☒ Registered Voter ☒ Property Owner	Thomas L. Bowles	362 Edgewater Dr E
Valerie Saffron	☒ Registered Voter ☒ Property Owner		61 Pine Rock rd
Michael Slyn	☐ Registered Voter ☒ Property Owner		52 Ellsworth
Greg Eldridge	☐ Registered Voter ☑ Property Owner		209 Seacoast Shores
[illegible]	☐ Registered Voter ☐ Property Owner		[illegible]
Robert Moritz	☑ Registered Voter ☑ Property Owner	Robert Moritz	12 Woodside Dr. E. Falmouth MA. 02536

2026 FALMOUTH SELECT BOARD

We, the undersigned registered voters residing in Seacoast Shores, East Falmouth and/or property owners in Seacoast Shores, East Falmouth, **OBJECT** to the issuance of a seasonal liquor license to **Seacoast Shores Association, Inc.**, 7 Farview Lane, East Falmouth, MA.

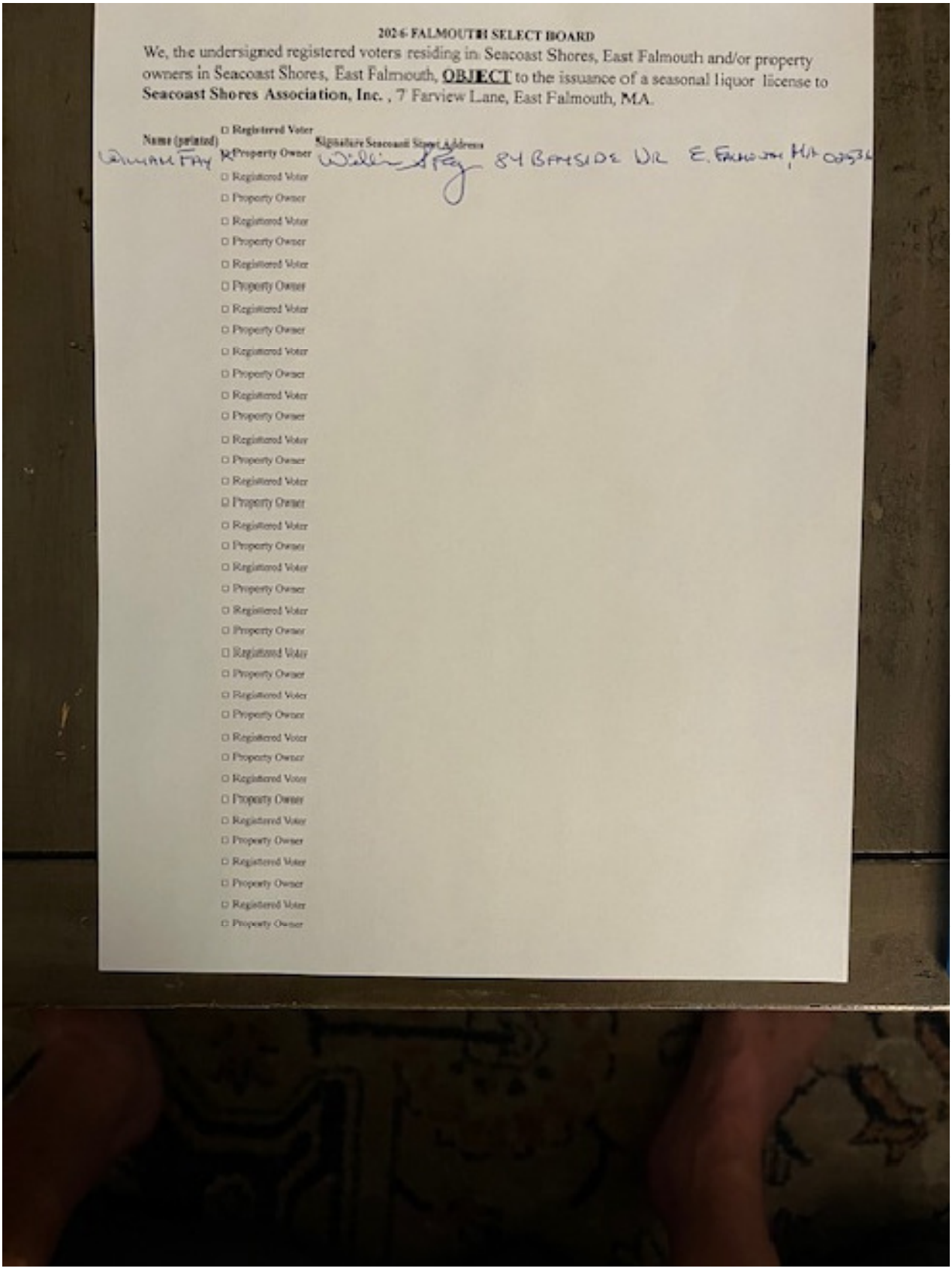
Name (printed)	☐ Registered Voter ☐ Property Owner	Signature	Seacoast Street Address
CECILY O'REGAN	☒ Registered Voter ☒ Property Owner		69 OVINGTON DR
Patricia O'Regan	☐ Registered Voter ☑ Property Owner		69 Ovington Dr.
Richard J Tellefsen Richard Tellefsen	☑ Registered Voter ☐ Property Owner		49 Ellsworth Drive
Robert F. Kowalewski Jr	☒ Registered Voter ☒ Property Owner		10 Ellsworth Drive
Carleton Peterson	☐ Registered Voter ☑ Property Owner		32 Pershing Dr.
ED MORITZ	☐ Registered Voter ☒ Property Owner		23 ATWATER DR
Donna Moritz	☐ Registered Voter ☒ Property Owner		23 Atwater Dr
Mary F. McGuire	☐ Registered Voter ☑ Property Owner		251 Sea Coast Shores Blvd
Mike S. McGuire	☐ Registered Voter ☑ Property Owner		(1) —— Ir

11

2026 FALMOUTH SELECT BOARD

We, the undersigned registered voters residing in Seacoast Shores, East Falmouth and/or property owners in Seacoast Shores, East Falmouth, **OBJECT** to the issuance of a seasonal liquor license to **Seacoast Shores Association, Inc.**, 7 Farview Lane, East Falmouth, MA.

Name (printed)	☐ Registered Voter ☒ Property Owner	Signature	Seacoast Street Address
David Geddes	☐ Registered Voter ☒ Property Owner		59 Ellsworth dr
Michael Doughty	☒ Registered Voter ☐ Property Owner		50 Ellsworth Drive
Mark Moniz	☒ Registered Voter ☒ Property Owner		14 Knollwood Dr
Rose Mora	☒ Registered Voter ☐ Property Owner		279 Edgewater Dr E
Tom Moran	☒ Registered Voter ☐ Property Owner		279 Edgewater Dr E
Keri Talbot	☒ Registered Voter ☒ Property Owner		15 KNOLLWOOD DR
Chris Talbot	☐ Registered Voter ☒ Property Owner		15 KNOLLWOOD DR
John J. Gushue	☒ Registered Voter ☒ Property Owner		77 Ellsworth Dr.
DENISE GUSHUE	☒ Registered Voter ☐ Property Owner		77 Ellsworth Dr



2026 FALMOUTH SELECT BOARD

We, the undersigned registered voters residing in Seacoast Shores, East Falmouth and/or property owners in Seacoast Shores, East Falmouth, **OBJECT** to the issuance of a seasonal liquor license to **Seacoast Shores Association, Inc.**, 7 Farview Lane, East Falmouth, MA.

Name (printed)		Signature	Seacoast Street Address
William Fay	☒ Registered Voter ☒ Property Owner	William J Fay	84 Bayside Dr E. Falmouth, MA 02536
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		
	☐ Registered Voter ☐ Property Owner		

From: Bob Donahoe
To: Falmouth Selectboard
Subject: [EXTERNAL] - Seacoast Shores Assn Inc.
Date: Monday, April 6, 2026 9:43:36 AM

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

Dear Falmouth Board of Selectmen/women

I stand in support of the liquor license renewal for SSAI. There has never been an issue and I am a direct abutter of the Clubhouse.

405 Seacoast Shores Blvd, East Falmouth

Bob Donahoe
CEO

Print Synergy Solutions, LLC
129 Liberty Street
Brockton, MA 02301
OFFICE: (508) 587-5200 x102
[redacted]
Commercial Digital and Offset Printing

From:	Patrick O"Regan
To:	Falmouth Selectboard; Robert Mascali
Cc:	Falmouth Town Counsel; Falmouth Town Manager
Subject:	[EXTERNAL] - Friends of Seacoast Shores, Inc. — ABCC Appeal and April 13, 2026 Select Board Agenda
Date:	Monday, April 6, 2026 10:03:51 AM

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

Dear Chair Mascali and Members of the Select Board:

I know you are busy with the Town Meeting tonight and tomorrow night. Friends of Seacoast Shores, Inc. understands that Seacoast Shores Association, Inc. has appealed the Select Board's March 23, 2026 liquor license decision to the Alcoholic Beverages Control Commission, and that the appeal is expected to be heard on May 4, 2026.

Friends of Seacoast Shores, Inc. also understands that a matter relating to Seacoast Shores Association Inc.'s liquor license is expected to appear on the Select Board's agenda for Monday, April 13, 2026, at 6:30 p.m.

With appreciation for the Board's time and attention to a matter of significant public interest, Friends of Seacoast Shores, Inc. respectfully requests the following:

- That the agenda for April 13 clearly identify the Seacoast Shores item so that residents and interested members of the public understand whether the Board will be discussing the pending ABCC appeal, possible reconsideration of the March 23, 2026 decision, or another related matter.
- That Friends of Seacoast Shores, Inc. be given a brief opportunity to address the Board when that item is called, so that the Board may hear from Seacoast Shores community members who have followed this issue closely.
- That, in any submission made by the Town or the Select Board to the ABCC, the Board include a clear statement of the grounds for its March 23, 2026 decision, together with the written decision, vote, and our **opposition materials** submitted to the Board be included.so that the administrative record is complete and accurate.

These requests are made in a cooperative spirit and with respect for the Board's role. A clearly worded agenda and an opportunity for public comment will help ensure that the process remains transparent and that interested Seacoast Shores residents are able to understand and participate.

Friends of Seacoast Shores, Inc. appreciates the Board's service to the Town and its careful consideration of this issue. Thank you for your attention, and please let us know if there is any

preferred procedure for submitting materials in advance of the April 13 meeting.

Patrick O'Regan
Friends of Seacoast Shores, Inc.

www.friendsofseacoast.org

From: Peter Johnson-Staub
To: Falmouth Selectboard
Subject: FW: [EXTERNAL] - Liquor License renewal for Seacoast Shores Clubhouse
Date: Friday, April 10, 2026 4:18:54 PM

Good Afternoon,

I'm forward an email sent to Chair Mascali which you may not have received.

Thank you,
Peter

Peter Johnson-Staub
Assistant Town Manager
Town of Falmouth, MA
O: 508-495-7320
www.falmouthma.gov

From: Robert Mascali <robert.mascali@falmouthma.gov>
Sent: Friday, April 10, 2026 4:07 PM
To: Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>
Subject: Fwd: [EXTERNAL] - Liquor License renewal for Seacoast Shores Clubhouse

Peter
Not sure if this has been sent to all SB members
Can you forward
Thanks
Sent from my iPhone
Robert P. Mascali
Chairperson
Falmouth Select Board

Begin forwarded message:

> **From:** maureen s [redacted]
> **Date:** April 10, 2026 at 4:02:37 PM EDT
> **To:** Robert Mascali <robert.mascali@falmouthma.gov>
> **Subject: [EXTERNAL] - Liquor License renewal for Seacoast Shores Clubhouse**

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

Dear Chairman Mascali,

We are writing in strong support of the renewal of the liquor license for the Seacoast Shores Association Clubhouse.

Our community is made up of over 400 members and serves a peninsula of more than 900 homes. The clubhouse is not just a building, it is the heart of our community. It provides a safe, welcoming place for neighbors to gather, socialize and build new meaningful connections.

For decades, the SCSAI Club House has been an important part of our lives, my parents joined the Association in the early 1980's, when the original clubhouse was still in use. Since then many of my family members have homes in Seacoast Shores, my husband, and I, my brother Ted, my sister Ellen, and my sister.Roberta.

The Association has worked with many families by offering different memberships levels and flexible payment options to ensure inclusivity.Today, there are multiple membership options so that all people can participate at a level that

works for them. Some families choose a full membership, which currently requires a higher financial commitment and provides access to the clubhouse throughout the summer, including amenities such as the pool and tennis courts. Others are able to join at a lower level, paying a seasonal fee (for example, approximately $425.00) to enjoy the clubhouse during the spring and fall months, they are also able to come once during July, August and are able attend the "Annual Dinner" in August.

Today, the clubhouse offers so much to our community. It provides food and beverages, hosts live music on weekends, trivia nights where families and friends come together, occasional guest speakers, and kids' bingo. The Falmouth police department have given talks in the past about safety and awareness in our community.

Today the Club House provides employment opportunities for young adults, including college students who work at the clubhouse in the summer months. One young man who lives on our street, who worked at the clubhouse, received a scholarship from the Annual Jack Way Memorial SCSA Golf Tournament, to help him an attend nursing school.

Volunteers are at the core of everything that the association does. My sister, Roberta volunteers her

time to teach summer yoga classes. My husband and I have also volunteered over the years. Volunteers have worked hard to improve the front entrance and enhance the landscaping, creating a welcoming and attractive space for everyone. In addition, members have taken the initiative to clean up right-of--ways and install storage racks for kayaks and dinghies, helping to protect the natural vegetation and preserve the surround environment.

The Clubhouse is also central to our community traditions. Each year on July 4th, SCS organizes a parade for both children and adults, encouraging participants to decorate bikes and wagons in red, white and blue colors. The parade ends at the clubhouse, where families are welcomed with free ice cream and volunteer-led face painting for the kids, these moments create lasting memories and strengthen neighborhood bonds.

Beyond organized events, the clubhouse fosters genuine care among neighbors. When my sister, Ellen was recovering from TKR, a fellow community member, stopped by with homemade brownies- a simple but meaningful act that reflects the spirit of this community.

While a small group known as FOSS has voiced opposition and previously taken legal action against the association. Their views do not

represent the majority of our community. The overwhelming number of residents value and support the clubhouse and all that it contributes.

The ability to serve food and beverages, including alcohol under a properly regulated license as has been done for the past 14 years, is essential to maintaining the clubhouse's operations and the events that bring us together.

The Clubhouse has brought great joy to us and our family over the years, just as it has to so many others. It continues a long tradition of community, connection and care.

I respectfully ask that you renew the liquor license for the SCS Clubhouse so it can continue to serve and strengthen our community for years to come.

Thank you for your time and consideration,

Sincerely,

Maureen Dudley Slomba and Mark Slomba

Item: 4.d.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Peter Johnson-Staub, Assistant Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **7:55 PM** - Status report on design of new police station at 100 Brick Kiln Road **(20 minutes)**

Purpose:
The Board will receive an update on the status of the design of a new police station from the Chair of the Police Station Advisory Committee and other members of the project team.

Background/Summary:

- The Police Station Advisory Committee and the project team (Police Department staff, DPW staff, Tecton Architects, Vertex Owner's Project Manager) have been working diligently to develop the design and solicit community input.
- The conceptual site plan has been revised based on input from abutters and community members at the community forums in February and March.
- Schematic design has been completed. Cost estimates based on schematic designs are anticipated to be received as soon as April 17.
- In light of concerns related to funding the Town's operational and capital needs over the next 5-10 years, the Town Manager and project team are likely going to recommend that we seek approval of construction funds in the spring of 2027 so there is ample time for community conversations regarding the design, cost and tax implications of this project.
- We have allotted time for questions and comments from the Board.
- There is no Select Board decision requested for this topic.

Recommended Actions:
Department Recommendation:
There is no Select Board decision contemplated under this agenda item.

Options:
NA

Town Manager's Comments:

Budget:
Applicable? (yes or no):

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Police Station Update 04-13-2026

Police Station Advisory Committee

Committee Members

- Boyd DeMello, Chair
- Carissa April
- Michael Duffany
- George Sherill
- Robert Zollo

Owner's Project Manager – Vertex

Design Firm – Tecton Architects

Project Schedule

MILESTONE	DATE
Selectboard Update	**1/28/2026**
Community Forum	**2/2/2026**
Community Forum	**3/16/2026**
100% Schematic Design	**Week of 3/20**
Schematic Design Estimate	**Week of 4/13**
Selectboard Updates	**≈ Monthly**
Community Forum	**2 To 3 MORE BEFORE FINAL DOCUMENTS**

Site Plan

Phase 1 Environmental Site Assessment

- **Conducted 1/15/26**
- **No Areas Of Concern Were Noted**

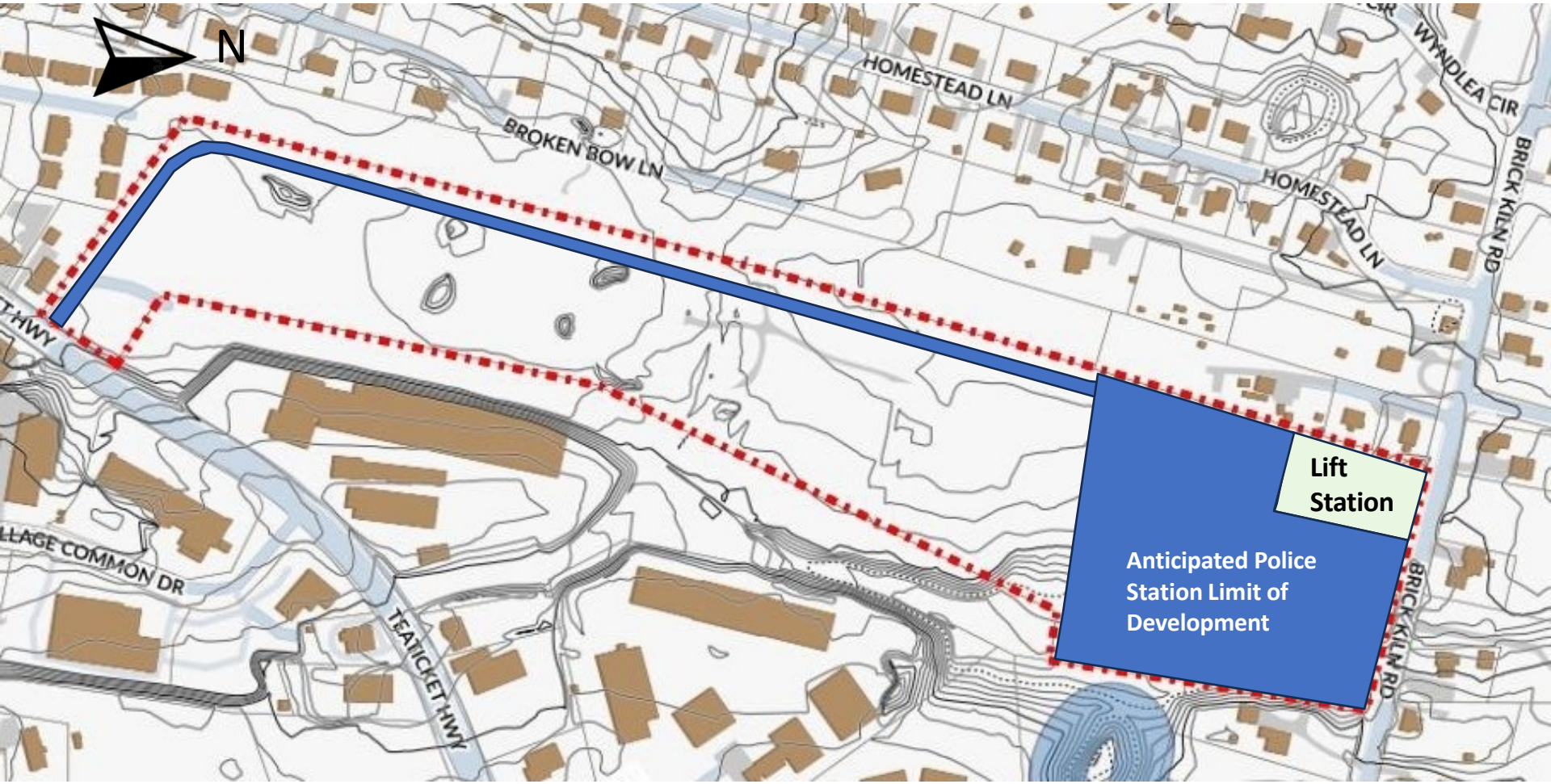
Geotechnical Borings & Site Survey

- **Completed**

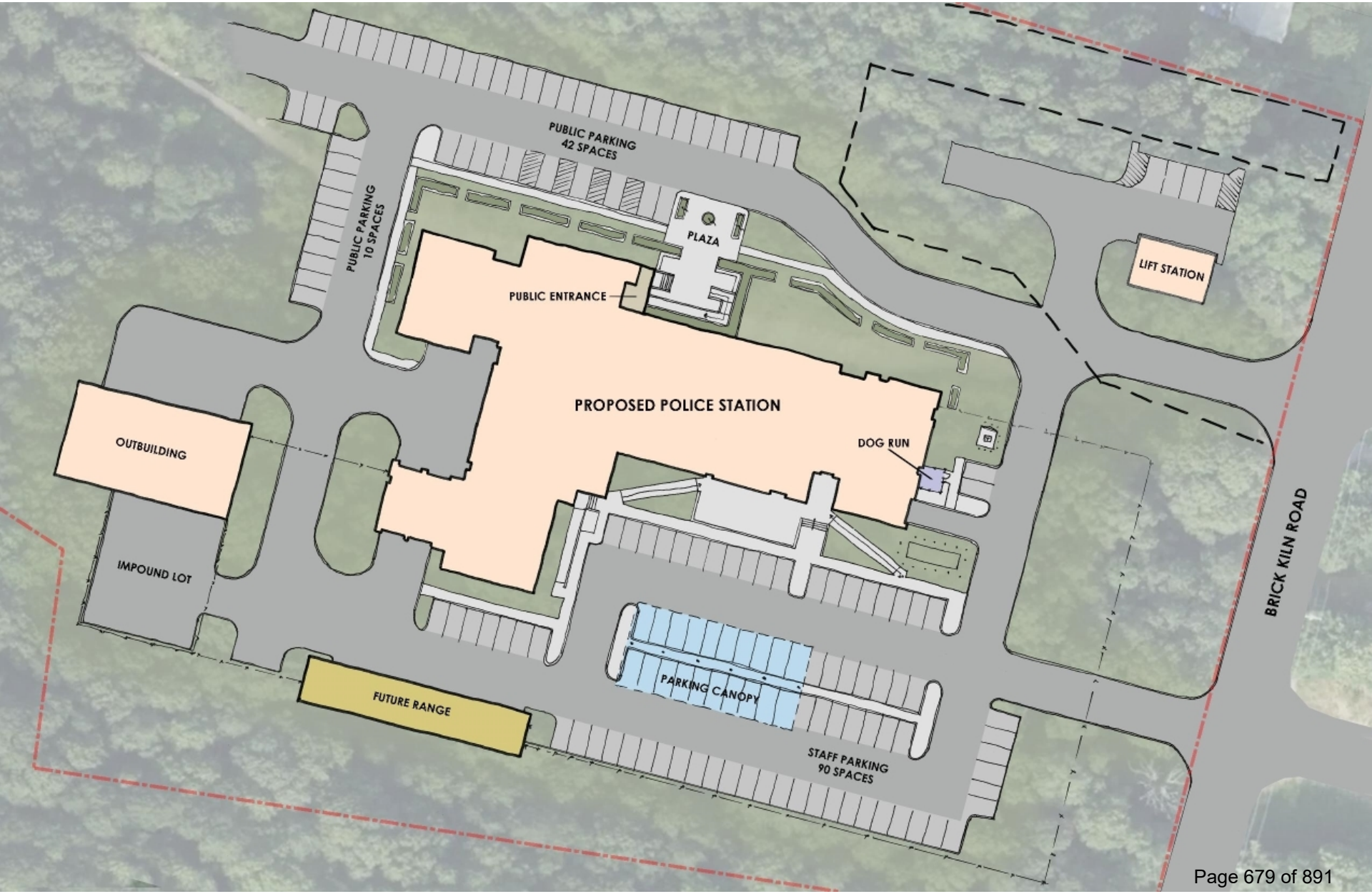
Traffic Study

- **Underway For Route 28 (Teaticket Hwy.) – Expanded To Include Oxbow Road**

100 Brick Kiln Road

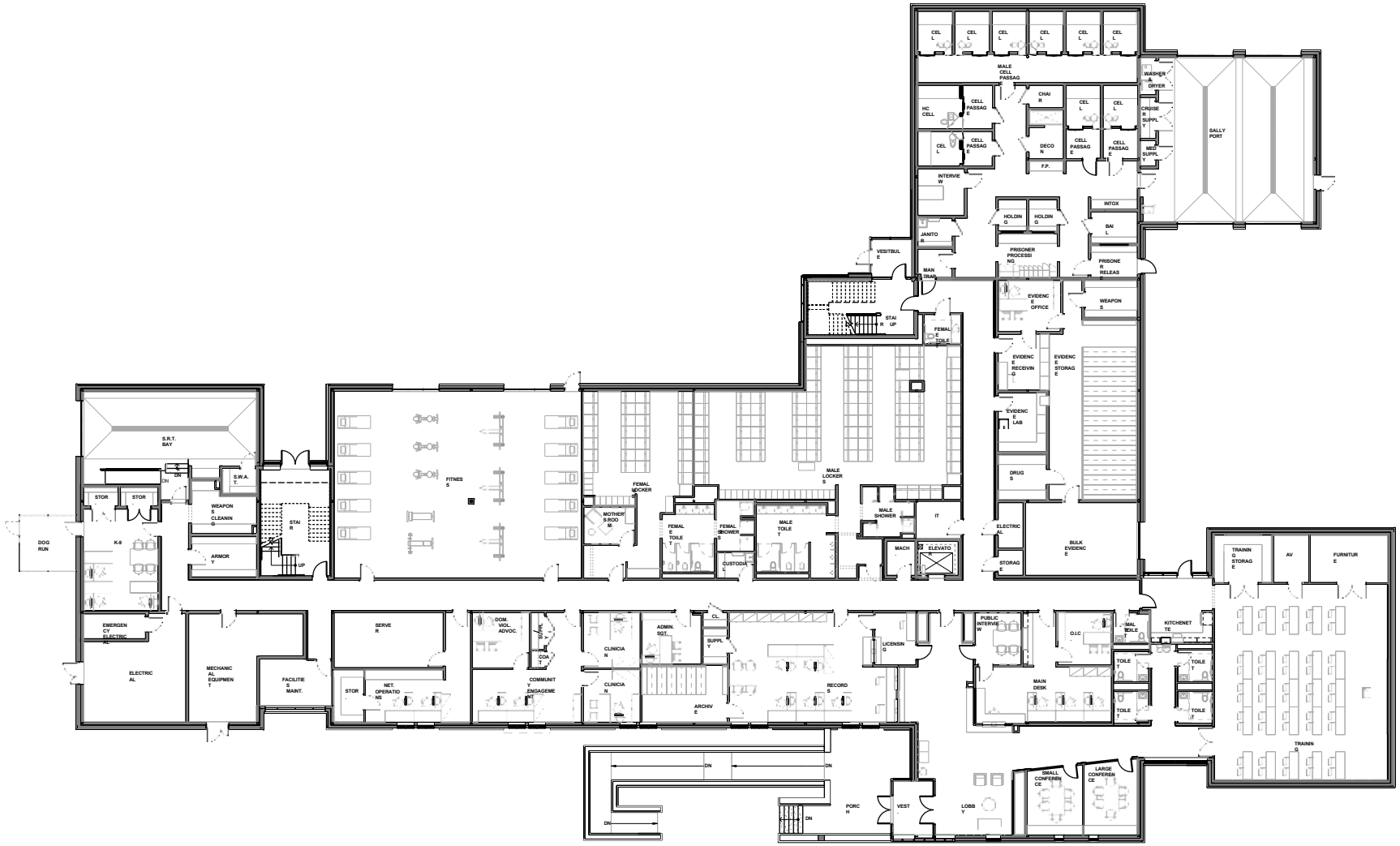


Conceptual Site Plan - UPDATED



Tecton
ARCHITECTS

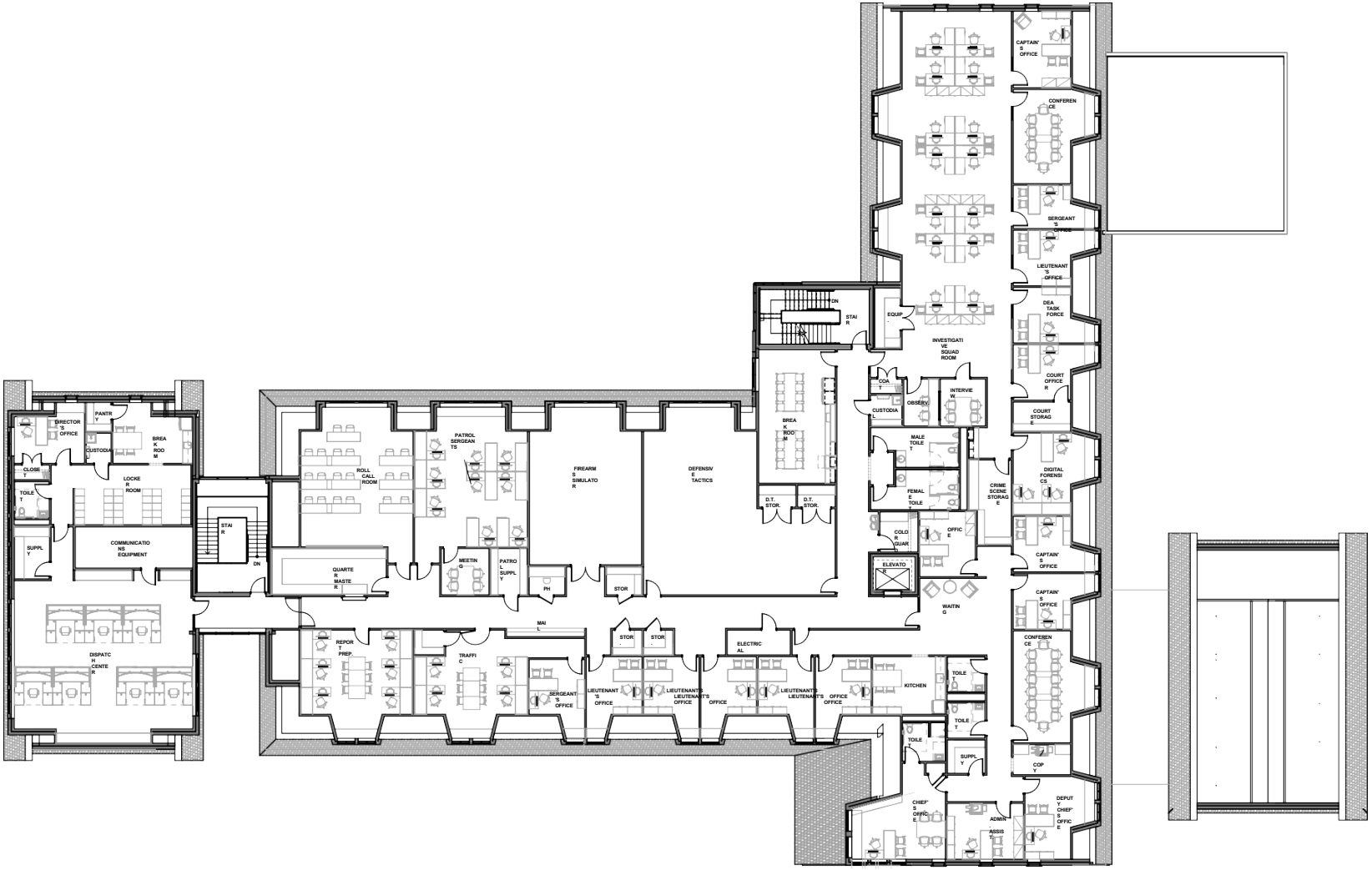
Floor Plans – Draft 04/09/2026



LOWER LEVEL CONCEPTUAL FLOOR PLAN

Tecton
ARCHITECTS

Floor Plans – Draft 04/09/2026



UPPER LEVEL CONCEPTUAL FLOORPLAN

Public Entry Rendering

Tecton ARCHITECTS



PRELIMINARY CONCEPTUAL RENDERING

Potential Tax Impact Range

Borrowing Cost Variables:

- Borrowing Amount: $65 million
- Term of Bond: 20 – 30 Years
- Interest Rate: 4% - 5%

Resulting Debt Service:

- $4 million - $6.5 million per year

Potential Tax Impact Range

Estimated Debt Cost: $4M - $6.5M Per Year

Tax Rate Impact Range (FY26 Values):

$0.17 to $0.30 Per $1,000 Property Value

Tax Bill Impact on Median Home Value of $792,000

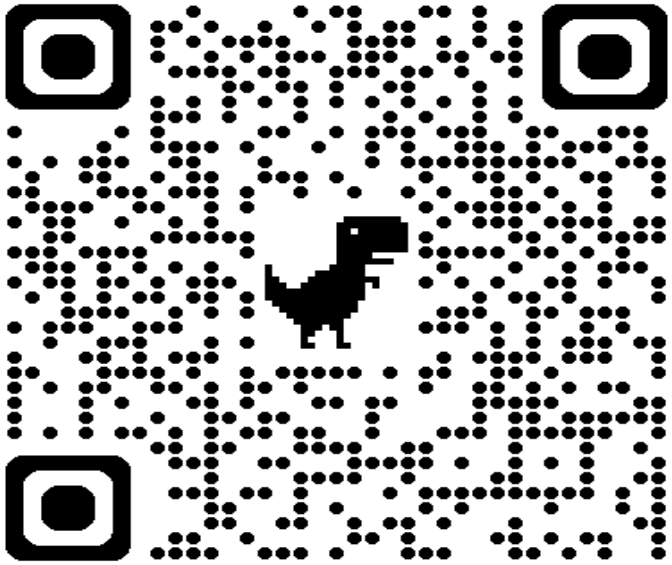
$135 to $225 Per Year

Tax Impact Expires When Bond is Paid (20-30 Years)

THESE ARE VERY EARLY PRELIMARY ESTIMATES

For More Information:

www.falmouthma.gov – Police Station Advisory Committee



ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: 8:15 PM - Discuss and consider a vote to appoint members to the Lawrence School Building Committee **(10 minutes)**

Purpose:
The Select Board interviewed seven candidates on March 23 to serve as community members on the Lawrence School Building Committee. The Board will consider the appointment of those candidates.

Background/Summary:

- On March 23 the Select Board conducted interviews of seven candidates to serve as community member representatives on the Lawrence School Building Committee.
- Previously, the Select Board has voted to appoint eight (8) members to serve on the committee based upon criteria laid out in the State regulation concerning building committee composition.
- In discussions with the School Superintendent, it was determined that an ideal number of members fro the Lawrence School Building Committee would be no more than thirteen (13).

Recommended Actions:
Department Recommendation:
The Town Manager recommends that the Select Board vote to appoint a total of five (5) candidates of the seven that were interviewed on March 23, selecting those candidates who possess the strongest qualifications and most relevant background in accordance with the State regulations.

Options:

- Motion to appoint the following five members to serve on the Lawrence School Building Committee _____.

- Some other Board-defined alterntative.

Town Manager's Comments:
The Town Manager recommends that the Select Board vote to appoint a total of five (5) candidates of the seven that were interviewed on March 23, selecting those candidates who possess the strongest qualifications and most relevant background in accordance with the State regulations.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Lawrence School Building Committee Applications

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Staci Jasin

Purpose:
The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Staci Jasin is a Falmouth parent and resident for the past 10 years, and filed her application to serve on the Lawrence School Building Committee on February 9, 2026.
- Her application states that she is a former public school educator and independent administrator with extensive Pre-K through Grade 12 experience.

Recommended Actions:

Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint applicant Staci Jansin to serve on the Lawrence School Building Committee.
- Motion to deny the appointment of Staci Jansin to serve on the Lawrence School Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Application-2026-Lawrence School-Jasin_Redacted
2. Application-2026-Lawrence School-Jasin

RECEIVED
FEB - 9 2026
SELECT BOARD OFFICE

TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Staci L Jasin

Address: 52 North Falmouth Hwy Village: N. Falmouth ZIP: 02556

Mailing Address: 52 North Falmouth Hwy Village: N. Falmouth ZIP: 02556

Telephone: [redacted] Email: [redacted]

How long have you been a Resident 9.5 years (date: 9/2016) / Taxpayer 8 years (date: 01/2018)

Amount of time you are available to give: 3-10 hours/week

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence Building Committee
2.
3.

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? n/a [attended Superintendent meetings]

Relevant affiliation and work and personal experiences: Falmouth parent and 10-year resident.

Founder, Rhyze Advisory : supporting schools and communities in aligning educational vision with facilities and long-term use.

Teaching Fellow/Faculty, Harvard Graduate School of Education & Boston Architectural College : teaching graduate courses on learning-environment design and community practice.

Former public-school educator and independent school administrator, with experience across PK-12 school settings.

Town offices held in Falmouth or elsewhere and dates of years served:

Lancaster, Pennsylvania: Shade Tree Commission (1/2010-6/2016); Public Art Commission (1/2018-12/2010)

Briefly describe the particular skills you feel you will add to the committee or board:

Proven ability to build consensus, listen carefully, ask critical questions, and negotiate practical solutions across differing perspectives.

Strong facilitation skills that help translate complex planning, design, and cost information into shared understanding and informed decision-making.

A parent- and community-informed viewpoint grounded in research, inclusive practice, and real-world school operations.

Extensive experience working with community design teams to align educational vision, technical expertise, and program and design intent with constructability and daily use.

Ease in reviewing contracts, budgets, and cost implications, with attention to scope, phasing, maintenance, and fiscal accountability.

Ability to balance best practices in learning environment design with regulatory, financial, and operational constraints, all while centering positive school culture.

Deep commitment to transparency, sustainability, stewardship of public funds, and creating long-term outcomes that support students, staff, and the broader Falmouth community.

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	Ms. Stephanie Madsen	Sustainability Specialist, Town of Falmouth	[redacted]
2.	Dr. Daniel Wilson	Learning Environment Design Researcher, HGSE	[redacted]
3.	Ms. Katie Piehl	Consultant, Bloomwise Partners	[redacted]

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

2/3/2026
DATE

Staci Jasin Digitally signed by Staci Jasin Date: 2026.02.03 16:00:52 -05'00'
APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

From:	Staci Jasin
To:	Doug Brown; Falmouth Selectboard; Colin Reed; Jack Richardson; Robert Mascali; Heather Goldstone
Subject:	[EXTERNAL] - Thank you [Lawrence Building Committee interview]
Date:	Tuesday, March 24, 2026 2:13:12 PM
Attachments:	S JASIN_Resume_Lawrence School Bldg Committee_March 2026.pdf

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

Dear Mr. Mascali, Ms. Goldstone, Mr. Reed, Mr. Brown, and Mr. Richardson,

Thank you for allowing me to introduce myself last night as a candidate for the Lawrence Building Committee. It was my first time looking to be nominated to a seat in Falmouth. I had my resume to provide you, but it seemed out of context to hand it to you during the meeting, so please find a focused resume attached.

I also spent time rethinking my introduction last evening, and below is refined introduction to give you a bit more insight - not only in my professional skills and experience - but my personal interest in giving back to the community as a dedicated and collaborative committee member.

Thank you again for your time and consideration.

Warmly,
Staci Jasin

Hello. My name is Staci Jasin.

I started my career as a middle school science teacher in West Philadelphia, and later as a special education teacher. It was at that time during a couple of summers, I also worked as a research associate at Woods Hole Oceanographic Institution, studying the marsh ecosystems here in Falmouth. While I started on a path toward research science, my work in schools ultimately shaped my direction.

After teaching, I became a school administrator serving students with moderate and severe disabilities. I came to understand how deeply the learning environment shapes cognition, creativity, and wellbeing. That insight has guided my work and studies for the past 20 years, including teaching courses related to learning environment design at Harvrd Graduate School of Education and Boston Architectural College.

Professionally, I work at the intersection of educational vision, school operations, facility design, and long-term planning. I've collaborated with educators, designers, and communities across the country to help align how schools are designed and built with how they operate and function. I bring both a practical understanding of budgets, bidding and construction timelines, and negotiation, aong with a strong commitment to listening, inclusivity, facilitation, and thoughtful decision-making.

My family moved to Falmouth about ten years ago when my husband, a structural engineer, was relocated to the Boston area. After visiting districts across the region, we had the true privilege to choose Falmouth because of its school cuture and the strong sense of a year-

round community that is also steeped in nature. It also felt personally meaningful to return to a place I had known through my time at WHOI.

The Lawrence School project is particularly important to me. It is a historic building at the center of town - and it represents more than a school renovation project - it's a moment of transition and transformation for the district, as schools are consolidated, enrollment shifts, and student needs are met in ways that reflect innovative 21st centry learning. It's also an opportunity to move forward in a way that builds alignment, confidence, and long-term financial and social investment for the community.

This work feels full circle for my family. My daughter has attended North Falmouth, Morse Pond, and Lawrence, and my son is currently a seventh grader at Lawrence, very happy he can play football in middle school. Go Bulldogs! I've also been involved in School Council and PTO across each of their schools.

I would value the opportunity to contribute to the Committee to support students, families, and the broader Falmouth community for generations to come.

Thank you.

STACI JASIN · 717.413.4217 · staci.jasin@gmail.com

PROFESSIONAL SUMMARY

Learning environment design professional with 20 years of experience bridging educational programming and operations, facility design and strategic planning, and the role of place in supporting teaching, learning, and wellbeing. Background includes teaching, administration, and guiding educational social impact ventures from ideation through execution.

RELEVANT EXPERIENCE

FOUNDER, RHYZE ADVISORY
June 2018-current

- Advises public, charter, and independent schools nationally on aligning educational goals with learning environments, facilities planning, long-term use, and collective vision.
- Works collaboratively with educators, architects, engineers, and project teams to design safe, innovative schools that align educational vision with stakeholder input and financial and operational realities.

FACULTY, HARVARD GRADUATE SCHOOL OF EDUCATION & BOSTON ARCHITECTURAL COLLEGE
January 2018-current

- Teach graduate courses focused on Designing Places for Learning, Learning Environments for the Future, Community Practice, Navigating Public Design

SCHOOL DESIGNER, TRANSCEND EDUCATION
MAY 2015-July 2018

- Consulted with school design projects focused on project-based learning, social-emotional development, inter- disciplinary learning environments.
- Built evaluation systems correlating environment with student and teacher cognition and wellbeing.

EDUCATOR AND SCHOOL ADMINISTRATOR
January 1997-June 2008

- Former middle school science and special education teacher, West Philadelphia, PA
- Experience leading non-public school for students with moderate/severe special needs, Lancaster, PA

SKILLS & COMPETENCIES

- Strategic, growth-oriented perspective that balances short-term project decisions with long-term outcomes for students, community, and the broader environment.
- Consensus-building and facilitation; skilled at listening, synthesizing perspectives, and guiding groups toward clear, shared decisions.
- Ability to translate technical information for educators, families, and community stakeholders.
- Contract and budget review; understanding of scope, phasing, lifecycle considerations, and fiscal accountability.
- Collaborative experience with agencies, engineers, school personnel, and design teams within regulatory frameworks.
- Place-based, parent- and family-informed perspective, with a commitment to sustainability, inclusive and Universal design.

EDUCATION

HARVARD GRADUATE SCHOOL OF EDUCATION, Cambridge, MA | Master of Education
COLUMBIA UNIVERSITY, New York, NY | Master of Science, Landscape Design and Urban Planning
UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA | Bachelor of Arts, Geology and Environmental Science
Certificates include LEED Green Associate, Sustainable Sites AP, Regenerative Design [Living Futures]

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Thornton Lewis

Purpose:
The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Resident Thornton Lewis filed his application on February 12, 2026, and has been a resident of the Town of Falmnouth for 6 1/2 years.
- According to his application, he possesses forty years of experience in planning, design, and construction and has been a tutor at Lawrence School.

Recommended Actions:

Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint Thornton Lewis to serve on the Lawrence School Building Committee.
- Motion to deny the appointment of Thornton Lewis to serve on the Lawrence School Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Application-2026-Lawrence School-Lewis_Redacted
2. Application-2026-Lawrence School-Lewis

RECEIVED
FEB 12 2026
SELECT BOARD OFFICE

TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Thornton Lewis (Thor)

Address: 56 Hamlin Ave Village: Falmouth ZIP: 02540

Mailing Address: Same Village: ZIP:

Telephone: [redacted] Email: t[redacted]

How long have you been a Resident 6.5 yr (date: 6/19) / Taxpayer 12.5 (date: 7/13)

Amount of time you are available to give: Significant (retired)

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence School Building Committee
2.
3.

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? No

Relevant affiliation and work and personal experiences:
1) over 40 years in planning, design and construction
2) dealing with large organizations and requirements
3) over 6 years tutoring in Lawrence School

Town offices held in Falmouth or elsewhere and dates of years served: Board of Education
1993-1999 at West Morris Regional School District in New Jersey

Briefly describe the particular skills you feel you will add to the committee or board:
1) helping navigate the design and construction process including interactions between multiple players

2) Providing feedback on design and engineering alternatives

3) Providing feedback from a "user" perspective

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	Amanda Sample	School Adjustment Counselor	[redacted]
2.	Robert Leary	Planning Board Member	[redacted]
3.	Paul Dreyer	Planning Board Member	[redacted]

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

February 12, 2026
DATE

APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

Thornton C. Lewis (Thor)
56 Hamlin Avenue
Falmouth, MA 02540
[redacted]

Goal:

To give back to my community by applying my design, construction & project management experience to help Falmouth address their school building challenges

Volunteer:

2022 – Present	Habitat House Leader Willet Way '22 through completion Phoebe Way & Jack Delany Rd (off waitlist)
2019 – Present	Tutoring at risk 7th & 8th grade students at Lawrence 10-15 hours per week
1993 – 1999	School Board in Morris County, NJ

Professional:

2020 – Present	Retired
2016 – 2019	Rubius Therapeutics & Alexion Pharmaceutical – Project Director & Consultant for RI Manufacturing Plant expansion & renovation & support of projects in Ireland, CT & GA
1996 – 2016	Johnson & Johnson – Real Estate, planning, design and construction of child development, office, lab, warehouse & manufacturing projects up to $650 MM in CA, NJ, PA, ON, Belgium, Ireland & China. Relocated to Ireland for 3 yrs. & China for 1.5 yrs.
1984 – 1996	Lehrer McGovern Bovis & The Henderson Corporation – Project Engineer & Manager of Design & Construction projects in NJ, NY, & PA
1977 – 1984	T. C. Lewis Inc. Self Employed Spec Home Builder in Northern NJ

Hobbies:

Tutoring, Biking, & Sailing

Education:

Yale University: BA Chemistry 1977

Family:

Married for 46 years with 4 married children & 10 grandchildren from 6 months to13 years old living in Falmouth, NJ, WI & Madagascar

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Michael Barrett

Purpose:
The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Applicant Michael Barrett is a resident of East Falmouth, and has an extensive professional background in financial analysis and budgeting, including experience in project and organizational design and change management.

Recommended Actions:
Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint Michael Barrett to serve on the Lawrence School Building Committee.
- Motion to deny the appointment of Michael Barrett to serve on the Lawrence School Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7)

applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Application-2026-Lawrence School-Barrett_Redacted
2. Application-2026-Lawrence School-Barrett

RECEIVED
FEB 12 2026
SELECT BOARD OFFICE

TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Michael F Barrett

Address: 15 Rosemary Lane Village: E Falmouth ZIP: 02536

Mailing Address: 15 Rosemary Lane Village: E Falmouth ZIP: 02536

Telephone: [redacted] Email: [redacted]

How long have you been a Resident Current (date: 2026.) / Taxpayer 34Y (date: 1991.)

Amount of time you are available to give: 10 - 15 hours per month

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence School Building Committee
2. Community Preservation Committee
3. _____

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? No

Relevant affiliation and work and personal experiences:

Please refer to the attached resume which highlights my professional experience.

I have also served in both appointed and elected positions in the Town of Stoughton, MA.

Town offices held in Falmouth or elsewhere and dates of years served:

Stoughton CPC (2012 - 2109 and 2021 - 2026). Stoughton Redevelopment Authority (2013 - 2-19)

Briefly describe the particular skills you feel you will add to the committee or board:
My professional background incudes strong focus on financial analysis and budgeting including significant capital investment in real estate and construction. I also have experience in project and organizational design and change management. Lastly my experience as treasurer of the Stoughton CPC has given me insight into municipal finance

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	Cheryl Barrett	Falmouth Beach Dept.	508-944-2455
2.	Mark Hegedus	CEO-MAgic Hat Brewing Co.	720-5600-6410
3.	Jonathan DiMarzo	Account Executive	617-852-7024

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

February 12, 2026
DATE

Michael F Barrett
APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

MICHAEL F. BARRETT

15 Rosemary Lane
Falmouth MA 02536
[redacted]
[redacted]

EXPERIENCE:

05/16 – 06/19 **MAGIC HAT BREWING COMPANY (A SUSIDIARY OF FIFCO USA)**
South Burlington, VT
Craft Finance Manager

The Craft Finance Manager is responsible for all aspects of Finance for the Business Unit and serves as a member of the Craft Leadership Team. This position works closely with the Brand, Marketing, Sales and Brewery Operations Teams to achieve company goals.

- Support the development of all aspects of the annual financial plan
- Develop monthly operational forecasts and drive performance to achieve results
- Provide timely, accurate, and insightful reporting and analysis on monthly and quarterly results against plan, forecasts and prior year
- Investigate, analyze and develop solutions to address variances to plan
- Oversee key performance indicators by department and provide high impact analysis
- Create financial models and analysis to support strategic initiatives, identify trends, risks and areas for improvement

01/15 – 05/16 **FRESH FORMATS LLC (A SUBSIDIARY OF AHOLD USA)**
Financial Consultant

- Worked with the Fresh Formats CFO to develop a financial plan to support new retail formats which were expected to become the primary growth vehicle for Ahold USA
- Establish financial policies and procedures to support the growth of a chain of stores across multiple operating areas in the United States while maintaining appropriate financial controls
- Prepare financial summaries of period financial results and reports to present to the Board of Directors

11/12 – 02/26 **TOWN OF STOUGHTON, MASSACHUSETTS**

Chair, Stoughton Redevelopment Authority, 3/13-04/19

- Originally appointed by the Board of Selectmen and subsequently chosen as Chair; elected in April 2014 to serve a five-year term
- Engaged in negotiations to acquire and redevelop historic train station building and worked with an urban design and planning group to develop a plan for the full-scale redevelopment of Downtown Stoughton
- Established a documented investment policy and hired an Investment Advisor to oversee SRA investment portfolio.

Treasurer, Community Preservation Committee (CPC), 11/12-04/19 , 06/21-02/26

- Appointed by the Stoughton Board of Selectmen and subsequently elected to Treasurer
- Established formal project and financial approval processes for Community Preservation projects and financial obligations; implemented detailed financial reporting to create accountability for CPC funds

15 Rosemary Lane
Falmouth MA 02536

C[redacted]

- Developed long-term forecast of revenue and spending to identify future cash flows; implemented formal grant award process to create accountability for CPC spending and reporting

1985 – 2012 **ROYAL AHOLD, N.V., ROTTERDAM, THE NETHERLANDS**
Ahold USA, Canton, MA
Vice President of Finance, 2010 - 2012

- Selected by senior management to join the leadership team for a $150M multi-year technology project
- Provided leadership of a multi-year project to develop and implement Oracle Retail Merchandising Systems across four operating divisions for the leading supermarket operator in the northeastern United States operating over 750 stores from New Hampshire to Virginia with revenue over $25B; the company is a subsidiary of Royal Ahold, an international retailer based in the Netherlands with operations in the United States and Europe
- Developed a comprehensive strategy for training and communication related to business impact of 13 new applications for internal end-users and external partners; responsibilities included detailed review and approval of functional design documents and modifications to new and existing applications; partnered with the Technical Team, the System Integrator (Wipro), Oracle, and the Ahold USA business units (temporary assignment)
- Established and presented a comprehensive change management strategy which was well received and approved by the Executive Committee
- Partnered with Accenture to complete an assessment of project team capability and organizational readiness for the implementation of business process changes and new applications

Stop & Shop Supermarket Company, Quincy, MA
Vice President of Real Estate Finance, 2007 – 2010

- Provided financial leadership to the real estate, construction, and sales/merchandising teams with responsibility to identify, evaluate, and manage an approximately $600M capital investment program including new, replaced and remodeled stores, technology investments, and support projects
- Established and maintained appropriate controls and accountability for project expenditures
- Presented financial analysis to support investment proposals in monthly Real Estate Committee meetings; conducted senior management review (post audit) of past investments and reviewed underperforming stores
- Signatory approval for all capital projects; financial approval up to $100,000
- Developed and implemented a detailed cross-functional review process (sales, operations, finance, real estate, and construction) for prior year investments in new, replacement, and remodel stores for underperforming assets; this process became the global standard for Royal Ahold
- Worked with real estate to identify and prepare $100M of non-core assets for potential divestment

15 Rosemary Lane
Falmouth MA 02536

C[redacted]

Vice President of Financial Planning and Analysis, 2005 - 2007

- Developed operating budgets, forecasts, and long-range financial plans for Stop & Shop and Giant Landover; compiled weekly, period, annual, and long-term financial projections and presented to senior management
- Worked with sales, merchandising, and operations to establish appropriate short-term and long-term financial goals; identified and monitored key financial metrics to measure progress
- Worked with the Executive Committee, sales, operations, and other functional areas to develop and implement a long-term $500M cost saving plan; actual savings exceeded $600M
- Managed the identification, selection, and implementation of financial software to develop individual operating budgets and management incentive targets for over 400 locations and 100 cost centers

Director of Financial Planning and Lease Administration, 2002 - 2005

- Directed the financial planning and analysis process for store and non-store investments; administered the company's real estate portfolio; coordinated detailed financial analysis for Real Estate Committee review and approval
- Chosen by the Ahold USA Executive Team to lead the integration of Stop & Shop and Giant Landover finance, real estate, and construction functions as a part of a corporate decision to combine the two banners into a single operating company

Manager of Financial Planning, 1998 - 2002

- Responsible for oversight of the financial planning process for new and replacement store proformas; developed valuation methodologies and analysis within the guidelines of generally accepted accounting principles
- Served as Stop & Shop financial lead on a global task force to develop economic value added measurement and reporting for Royal Ahold

Manager of Sales Planning/Ahold Synergy, 1994 - 1998

- Responsible for the development and communication of the weekly grocery sales plan; reviewed category management plans for inclusion in the weekly circular
- Negotiated vendor participation in the advertising and merchandise display plans; negotiated vendor incentive programs and coordinated the same across multiple Ahold operating companies within the United States

General Accounting Manager, 1987-1994
Manager of Budget & Financial Reporting, 1985-1987

EDUCATION:

UNIVERSITY OF MASSACHUSETTS, BOSTON, MA

Master of Business Administration
Bachelor of Science in Economics and Political Science

HARVARD UNIVERSITY, CAMBRIDGE, MA
Harvard University Extension School

Certificate of Special Studies in Administration

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Nancy Robbins Taylor

Purpose:

The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Nancy Robbins Taylor is a resident of Woods Hole, and submitted her application to serve on the Lawrence School Building Committee on February 13, 2026.
- According to her application, she is an educator who spent her entire career with the Falmouth Public Schools, and served for many years at the Lawence School as an administrator and principal and ultimately as School Superintendent.
- Nancy also served as the district's Director of Student Services and has a deep understanding of how buildings need to function to provide the best learning environment for students.

Recommended Actions:
Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint Nancy Robbins Taylor to serve on the Lawrence School Building

Committee.

- Motion to deny the appointment of Nancy Robbins Taylor to serve on the Lawrence School Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Application-2026-Lawrence School-Robbins Taylor_Redacted
2. Application-2026-Lawrence School-Robbins Taylor

RECEIVED
FEB 13 2026
SELECT BOARD OFFICE

TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Nancy Robbins Taylor

Address: 4 Ships Crossing Lane Village: Woods Hole ZIP: 02543

Mailing Address: _____ Village: _____ ZIP: _____

Telephone: [redacted] Email: [redacted]

How long have you been a Resident _____ (date:) / Taxpayer _____ (date:)

Amount of time you are available to give: _____

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence School Building Committee
2. _____
3. _____

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? N/A

Relevant affiliation and work and personal experiences: see attached

Town offices held in Falmouth or elsewhere and dates of years served: _____

Falmouth Select Board 2020-2025; Building Needs

Task Force May 2025 - December 2025

Briefly describe the particular skills you feel you will add to the committee or board:

see attached

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	Dr. Robert Antonucci	Retired	[redacted]
2.	Donald Drew	Maintenance Supervisor	[redacted]
3.	Joseph A. Nitto	Retired	[redacted]

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

February 13, 2026
DATE

Nancy Rubin Jr.
APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

Relevant affiliation and personal experience:

I am an educator who spent my entire career with the Falmouth Public Schools. Many of those years were spent at the Lawence School as an administrator and principal. I also served as the district's Director of Student Services and understand how buildings need to function to provide the best learning environment for students.

Briefly describe the particular skills you feel you will add to the committee or board:

My skill set includes many years of experience in the Lawrence School. I have a deep understanding of the basic infrastructure, maintenance issues, and the multiple community uses of the building.

Reconstruction must include consideration for the diverse learning needs of students and special programming and provide a healthy work environment for everyone.

Additionally, I was a member of the Building Needs Task Force which recommended moving forward with the Lawrence School renovation.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Benjamin Zamore

Purpose:
The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Applicant Benjamin Zamore has been a resident of Falmouth for over two years.
- He holds a bachelors degree in architecture and design.
- Mr. Zamore has experience as an educator and as a business analyst with Encore, Inc.

Recommended Actions:
Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint Benjamin Zamore to serve on the Lawrence School Building Committee.
- Motion to deny the appointment of Benjamin Zamore to the Larence School Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Application-2026-Lawrence School-Zamore_Redacted
2. Application-2026-Lawrence School-Zamore

RECEIVED
FEB 13 2026
SELECT BOARD OFFICE





TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Benjamin Zamore

Address: 29 Avalon Dr Village: E. Falmouth ZIP: 02536

Mailing Address: 29 Avalon Dr Village: E. Falmouth ZIP: 02536

Telephone: [redacted] Email: [redacted]

How long have you been a Resident 2+ years (date: 12/2023) / Taxpayer 1+ years (date: 06/2025)

Amount of time you are available to give: 3-6 hours per week with some flexibility depending on project phase

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence School Building Committee
2.
3.

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? No

Relevant affiliation and work and personal experiences:

Please see attached #1

Town offices held in Falmouth or elsewhere and dates of years served: None

Briefly describe the particular skills you feel you will add to the committee or board:

Please see attached #2

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	Paul McCadam	Falmouth Rotary President Emeritus	[redacted]
2.	Anne Jennings	Falmouth Resident/former coworker	[redacted]
3.	Barbara Carr	President, Williamstown Rural Lands	[redacted]

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

02/13/2026
DATE

APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

Benjamin Zamore

East Falmouth, MA email: [redacted] phon[redacted]

Work Experience

Goldsmith, Diamond Ledge Workshop – East Falmouth, MA, Fall 2021-present

- Founded business to pursue opportunities in the fabrication of gems and precious metals
- Built client relationships based on trust and considered communications
- Delivered precision-fabricated gold pieces meeting strict quality and timeline expectations.
- Researched best practices and examined industry trends in order to determine the best possible direction for future growth
- Invested in critical tools and technologies to support a dynamic small enterprise

Retail Associate & Fit Specialist | The Run House – Falmouth, MA, June 2024 – September 2025

- Delivered personalized footwear fittings, applying biomechanical knowledge to match customers with the right solutions.
- Built strong community connections through in-store events, group runs, and local race support.
- Managed sales, inventory, and merchandising in a high-volume specialty retail environment.

Business Analyst, Embarc Inc - Boston, MA, May 2022 – May 2023

- Worked directly with the CEO and Director of Finance/HR to ideate and execute a 'growth from within' business strategy
- Conceptualized an organizational shift toward deepening team structure, resulting in the creation of a resilient and comprehensive staffing process
- Modeled, curated and presented data-based insights to the Principal team, responsible for graphically and orally communicating qualitative and quantitative organizational concepts based on accurate internal record-keeping and analysis
- Communicated effectively with 47+ team members to operationalize business practices, contributing to a 10% growth in billable hours over the previous year
- Onboarded all new team members, streamlining education and training on day 1- enabling 100% retention of 7 hires

Contractor, Cricket Creek Farm - Williamstown, MA, Summer 2020 - Spring 2021

- Collaborated together with farmers to identify areas of potential operations improvement on 550-acre dairy farm
- Returned approximately 30 hours per week to farmer through direct engagement with routine farm tasks
- Operated independently and grew to consistently meet expectations
- Problem-solved for herd success on a minute-to-minute basis in a dynamically evolving environment
- Developed and maintained safe practices and communicated working strategies upward to management for feedback

Teacher, Pine Cobble School - Williamstown, MA, 2018 - 2020

- Developed site-specific STEAM curriculum to inspire a love of science in students ages 4-11, translating imaginative fantasy play into group-oriented scientific thinking
- Refined "Nature Classroom" program already in existence, following a year's mentorship with the program's founding teacher, growing the program from eight students in its second year to one hundred and eight students by year three
- Worked with Head of School to identify best practices and trained 5+ other teachers in active risk management strategies during children's play in nature
- Won repeat grant funding and widespread community recognition for innovative raised-bed gardening program, which supported both the kitchen menu and science education at the school

Education

Attended Washington University in St. Louis, Graduate School of Architecture and Design, 2013-2017
B.A. Art History, University of Southern California, 2007-2012
Graduated Phillips Exeter Academy, 2004-2007

Skills

Adobe Suite, Rhinoceros 3d, Microsoft Excel, Autodesk AutoCAD, Research, Design, Photography, Metalsmithing, Teaching, Construction, Marketing and Communications, Conversational Chinese, Business Analysis (IIBA)

Benjamin Zamore, candidate for Lawrence School Building Committee

1. Relevant affiliation and work and personal experiences

   For three summers during college, I worked in the facilities maintenance department at Belmont Day School, supporting day-to-day building operations, maintenance, and safety needs in an active school environment. I later taught for two years at Pine Cobble School in Williamstown, which operates in a historic early-20th-century building adapted for educational use. Teaching in that setting gave me firsthand insight into both the strengths and limitations of adapting older structures for modern school needs, particularly when long-term preventative measures must be balanced against financial constraints.

   Professionally, I worked in Boston with EMBARC Design, managing operations for architects engaged in adaptive reuse projects, including historically significant buildings. In that role, I supported coordination between design teams, regulatory requirements, and operational realities. I am a Falmouth resident and active in local civic life, and I am particularly interested in public projects that balance historic stewardship with safety, functionality, and long-term durability.

2. Briefly describe any particular skills you feel will add to the committee or board

   I bring a practical, systems-oriented perspective informed by experience maintaining school facilities, teaching inside historic buildings, and supporting architectural teams working on adaptive reuse. I am attentive to how renovation decisions affect safety, accessibility, comfort, daily operations, and long-term maintenance—not just initial construction. I am comfortable reviewing plans, understanding regulatory and funding constraints, and helping translate technical and procedural information into clear, shared understanding among diverse stakeholders. My goal would be to support thoughtful, well-reasoned decisions that serve students, staff, and the Town of Falmouth over the long term.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Skip Bandini

Purpose:
The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Applicant Skip Badini filed his application to serve on the Lawrence School Building Committee on February 22, 2026.
- He is a 7 year resident of the town of Falmouth.
- According to his application, Mr. Bandini has been involved with numerous school building projects and has been a member of numerous school building committees.
- He served as the sole representative of the Mass Facilities Administrative Association to the MSBA.
- He is a former Massachusetts Certified Public Purchasing official 1999-2014, a Certified Facilities Administrator, with the Massachusetts Facilities Administrative Association, and served as the Director of Capital Projects and Public Facilities for 28+ years.

Recommended Actions:
Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint Skip Bandini to serve on the Lawrence School Building Committee.
- Motion to deny the appointment of Skip Bandini to serve on the Lawrence School Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Application-2026-Lawrence School-Bandini_Redacted
2. Application-2026-Lawrence School-Bandini

RECEIVED
FEB 22 2026
SELECT BOARD OFFICE





TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Skip Bandini

Address: 125 Shorewood Drive Village: ZIP: 02536

Mailing Address: same Village: ZIP:

Telephone: [redacted] Email: [redacted]

How long have you been a Resident 7 yrs (date: 6/2019) / Taxpayer_____ (date: 6/2019)

Amount of time you are available to give: _____

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence School Building Committee
2. _____
3. _____

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? No

Relevant affiliation and work and personal experiences:

Please see my resume', my experience includes numerous building committees related to schools including writing SOI's fo the MSBA.

Town offices held in Falmouth or elsewhere and dates of years served:

Presently a member of the Municipal Light Board, working on an ISP provider for the Town of Falmouth.

Briefly describe the particular skills you feel you will add to the committee or board:

Have been involved with numerous school building projects.

Have been a member of numerous school building committees.

Served as the sole representative of the Mass Facilities Administrative Association to the MSBA.

Former Massachusetts Certified Public Purchasing official 1999-2014

Certified Facilities Administrator, w Mass. Facilities Administrative Association.

Director of Capital Projects and Public Facilities for 28+ years.

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	Mark Amundsen	COO, Steamship Authority	[redacted]
2.	Zach Lawrence	Dir. of Engineering, SSA	[redacted]
3.	Steve Needham	Former Director of Cap Projs, Harvard	[redacted]

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

2/22/26
DATE

Skip Bandini
APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: March 23, 2026
Department/Office: Town Manager/Select Board
Item Name: Michael Duffany

Purpose:
The purpose of this evening's scheduled interviews is to allow the Select Board an opportunity to interview each candidate who submitted an application to serve on the Lawrence School Building Committee and to then make appointments for the category of community members with experience in architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience as required by the regulations.

Background/Summary:

- Michael Duffany submitted his application to serve on the Lawrence School Building Committee on March 16, 2026; he has lived in Falmouth since 1952.
- Mr. Dufffany has been a building contractor for over 43 years.
- Mr. Duffany is very familiar with school construction and renovation projects, having served on the prior Lawrence School, Morese Pond, and Mullen Hall building renovation committees.

Recommended Actions:
Department Recommendation:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Options:

- Motion to appoint Michael Duffany to serve on the Lawrence School Building Committee.
- Motion to deny the appointment of Michael Duffany to serve on the Lawrence School

Building Committee.

Town Manager's Comments:
The Town Manager recommends that the Select Board conduct interviews with the seven (7) applicants, and, after considering their qualifications and experience, consider the appointment of those candidates that the Board feels are best qualified to serve in this important role on the Lawrence School Building Committee.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):
N/A

Attachments:
1. Application-2026-Lawrence School-Duffany_Redacted
2. Application-2026-Lawrence School-Duffany

RECEIVED
MAR 16 2026
SELECT BOARD OFFICE

TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540, or email it to townmanager@falmouthma.gov. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: www.falmouthma.gov.

Name: Michael Daffany

Address: 39 Pattee Rd. Village: E. Falmouth ZIP: 02536

Mailing Address: Same Village: ZIP:

Telephone: [redacted] Email: [redacted]

How long have you been a Resident ✓ (date: 1952) / Taxpayer ✓ (date: 1975

Amount of time you are available to give: as needed

Town Committee, Board or Commission you are interested in serving on:

1. Lawrence School Building Committee
2.
3.

Seeking: Permanent Position ☑ Alternate Position ☐

Have you attended any meetings of the committee for which you are applying? Not yet

Relevant affiliation and work and personal experiences: 43+ years Building Contractor Served on previous Lawrence School addition/renovations, Mrse Pond School addition/renovations, Mullen-Hall addition renovations, Poor House renovations, Hatchville Fire Station siting committee

Town offices held in Falmouth or elsewhere and dates of years served: No offices held

Briefly describe the particular skills you feel you will add to the committee or board:

Very familiar with Lawrence School and challenges it faces. New heating systems, upgrade utilities, increase safety/security systems, etc. Been in the building world for 55+ years. In my own business for over 43 years

You may attach a resume to this application.

List three (3) references:

	Name	Title	Phone
1.	John Scanlon		[redacted]
2.	Peter Clark		[redacted]
3.	Sid Cormack	Town Planner	[redacted]

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

3-14-2026
DATE

APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Peter Johnson-Staub, Assistant Town Manager, Julie Williams-Tinkham
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **8:25 PM** - Consider a vote to approve license agreement for Falmouth Commodores use of Guv Fuller Field **(5 minutes)**

Purpose:
The Board is asked to consider approval of a license agreement authorizing the Falmouth Commodores baseball team to use Guv Fuller Field.

Background/Summary:

- The Falmouth Commodores have been using Guv Fuller Field for home field games and practices for many years.
- The Town and the Commodores previously executed a memorandum of understanding (MOU) to outline the roles and responsibilities of respective parties. This MOU expired December 31, 2025.
- Town Counsel Maura O'Keefe advises that a license agreement is a better method for addressing this situation than an MOU. A license is used for these transactions because the organizations are allowed to use Town property to the exclusion of other entities and it is contemplated that they will make some improvements to the property including affixing structures to the land. An MOU is simply a generalized term for an agreement and does not accurately describe the relationship between the Town and the licensees in these arrangements.
- The terms of the license agreement as presented do not substantially change the Commodores' access to these Town facilities or the extent of with one exception.
- In light of the Select Board moving its meetings to the Senior Center, the Town is requiring that the Commodores avoid scheduling home games on Mondays because the Commodores attendees fill all available parking spots at the Community Services campus. This issue has been thoroughly vetted with the Commodores and the language in the license agreement reflects a compromise that is workable for both parties.
- The agreement has been prepared in collaboration with Recreation Director Julie Williams-Tinkham and representatives of the Commodores. Town Counsel has approved the agreement for form.

Recommended Actions:

Department Recommendation:

The Assistant Town Manager recommends approval of the license agreement as submitted.

Options:

- Motion to approve grant of license as presented.
- Motion to approve grant of license with amendments defined by the Board.
- Other Board identified alternative.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the license agreement for Falmouth Commodores use of Guv Fuller Field as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:

1. Commodores License Agreement DRAFT 4.2.26)
2. Commdores Sketch Plan 2026
3. Commodores MOU 5-11-21

GRANT OF LICENSE
TO THE FALMOUTH BASEBALL CLUB, INC.
FOR GUV FULLER FIELD AND FACILITIES

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts, having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Select Board, in exchange for the valuable consideration further outlined below and of the covenants contained herein hereby grants to the Falmouth Baseball Club, Inc. d/b/a the Falmouth Commodores, with a business address of PO Box 808, Falmouth, MA 02541 (the "Commodores"), the following License to use certain portions of Town property located at 790 Main Street and more commonly known as Guv Fuller Field (the "Property"). For reference see deed filed with the Barnstable County Registry District of the Land Court with Certificate of Title No. 653 in Deed Book 3, Page 153.

The License is given for the nonexclusive, priority use of a certain portion of the Property, which includes the baseball field, dugouts, press box, bleachers, Ray Paltz Building, facilities adjacent to the back gate, batting cage, concessions building and locker room areas on the north side of the building in the Community Center at the Guv Fuller Field (collectively, the "Baseball Facilities"), as shown on the map attached hereto as Exhibit A. The License grants to the Commodores priority over other users to use the Baseball Facilities during the summer Commodores season. The Town reserves to itself the use of and access to the area outside of the baseball field fence for summer programming for the Recreation Department and use of the Baseball Facilities when the Commodores are not exercising their rights to use the Baseball Facilities under this License Agreement.

The purpose of this License is to provide the right of priority access and use to the Commodores, allowing employees, agents and players of the Commodores to enter Town property and to use the Baseball Facilities for the purpose of conducting the business of the Commodores, including playing Commodores baseball games, inviting the public to attend and watch the games, providing concessions and using the facilities in a manner consistent with those of athletic facilities, as more fully described below.

This License is granted upon the following express conditions:

a. The Term of this License shall commence upon execution by the Select Board and shall continue through the end of 2029.

b. The Commodores, their employees, agents, affiliates and players, shall enjoy priority use of the Baseball Facilities to conduct practice, play baseball games, invite spectators to watch baseball and to sell concessions during the Commodores baseball season, which runs during the months of June, July and August every year. The Commodores shall not schedule games on Mondays at the Baseball Facilities and shall pursue all options to avoid hosting a game at the Baseball Facilities on a rain date. It is

understood that the Commodores are not able to control the schedule for playoff games, including the championship game. The Select Board will make best efforts to avoid scheduling a regular Select Board meeting on the first two Mondays of August to avoid conflicts with potential playoff games. Each year, by December 1st, the Commodores shall submit its schedule for the use of the Baseball Facilities for the upcoming summer season. If the schedule is not available on December 1st, the Commodores will provide the schedule to the Town as soon as it is available.

c. In the event a game is held on a Monday consistent with the terms of this section, the Commodores shall cordon off 50 parking spaces for Select Board attendees and provide personnel to enforce said parking restriction.

d. The use of the Baseball Facilities by the Commodores shall be limited to the Falmouth Commodores baseball games authorized by the Falmouth Commodores Schedule submitted to the Town, including any subsequent playoff games, All-Star Games, team practices, and any baseball clinics conducted by the Commodores.

e. The Commodores have been provided a code that allows them to turn on electricity at the Baseball Facilities, including without limit, electricity for field lights, Press Box, dugouts and, when applicable, a concession stand. All electric usage logged on the Commodores' code is metered. The Commodores will also pay its proportionate usage of electricity for night lighting. Monthly invoices shall be sent to the Commodores for such electric usage. The Commodores shall pay all invoices within 30 days of receipt.

f. The Town authorizes the Commodores, their agents, and members of visiting teams to use the locker room areas on the north side of the building and restroom facilities at the Community Center. The restrooms shall also be available to the Commodores' patrons. In addition, the Town will provide access to the restrooms on the side of the Falmouth Senior Center for all games. A Recreation Division staff member must be present whenever the Community Center is open. The Town shall maintain a staff presence at the Community Center during the Commodores' baseball season from Monday through Thursday, except holidays, from 8:00 a.m. to 9:00 p.m., and on Friday from 8:00 a.m. to 4:30 p.m. (the "Public Hours"). The Commodores shall provide for cleaning of bathrooms and floors from the entrance to the bathrooms after each game. The Commodores shall provide for cleaning of the north side locker room areas on a daily basis during the season. At the end of each season, the Commodores shall provide for a deep cleaning of all bathrooms and locker room areas used during the season, and such cleaning shall be done to the satisfaction of the Recreation Director.

g. The Commodores shall be responsible to the Town for the cost of staffing the desk at the Community Center when the Center is required to be staffed outside of Public Hours. The Commodores shall reimburse the Town for this service at a rate to be negotiated between the Commodores and the Town.

h. All other costs to operate and maintain the property and the Baseball Facilities, including preparation, mowing and routine maintenance of the turf and baseball field are the responsibility of the Town.

i. The parking area in front of the Recreation Center and the Senior Center may be utilized by the Commodores and their patrons during games and during clinic days. There shall be no parking by the Commodores or their patrons in the lot on the north east side of the Senior Center during Public Hours with the sole exception of parking of handicap patrons for home games.

j. At any time during the term of the License, the Town may undertake any and all maintenance operations to any buildings, structures, fields, sidewalks, or other Town property subject to this License as the Town may deem necessary in its discretion. The Town shall provide ninety (90) days notice to the Commodores for any maintenance operations that will interfere with the use of the Baseball Facilities by the Commodores under this License, unless the maintenance is a matter of public safety in which case the Town shall provide such notice as is reasonable under the circumstances.

k. The Commodores may carry out improvements to the Baseball Facilities and install structures, fixtures or appurtenances to the area of the Baseball Facilities upon prior written approval of the Town Manager. If the request by the Commodores includes a donation of the structures, fixtures or appurtenances to the Town, the Town Manager shall consider whether the acceptance of the gift includes the responsibility on the part of the Town to maintain the structures, fixtures or appurtenances while in use by the Commodores in making a determination. If the structures, fixtures or appurtenances are intended to remain the property of the Commodores, the Commodores shall be responsible for the maintenance thereof. A donation to the Town of any structures, fixtures or appurtenances requires approval of the Select Board.

l. Any permanent signage placed at the Baseball Facilities by the Commodores requires prior approval of the Select Board.

m. The Town shall make best efforts to repair catastrophic damage to Town-owned property or Town-owned facilities that impairs the use of buildings, or other on field features (scoreboard, lights, elevator, etc.) that

impedes the Commodores from carrying out games, practices, clinics, or other activities permitted under this License. Any repairs required to be made under this paragraph will be done by the Town as soon as practicable.

n. In the event that the Commodores enter into an agreement with a third party to provide concessions at the Baseball Facilities, any contract between the Commodores and the third party shall state that the Town is not a party to the contract.

o. The Commodores shall not undertake any improvements or repairs to Town property without prior written consent from the Town Manager or their designee. The Commodores agree that any contractor engaged to perform work at the Baseball Facilities on behalf of the Commodores shall provide proof of liability insurance naming the Town as an additional insured in amount reasonably satisfactory to the Town as well as workers' compensation insurance as required by law. Any such work on Town property is subject to the procurement requirements of M.G.L. c. 30B.

p. In the event that a state of emergency is declared by the Governor of the Commonwealth or the Falmouth Select Board, and the use of the Baseball Facilities is required by the Town in connection with management of the emergency, the Select Board may immediately, and with as much notice as practicable under the circumstances, suspend the License in order to protect the public safety, health and welfare of the Town of Falmouth and its residents. At the termination of the emergency, as determined by the Select Board, the Town will reinstate the license to the Commodores.

q. The License is revocable by the Select Board who shall provide notice to the Commodores at least eighteen (18) months in advance of such revocation. Upon revocation, the Commodores, their successors and assigns shall, if and when directed by the Select Board, remove any equipment from the Town's property.

r. If the Commodores, and their successors and assigns, fail to remove said Equipment or perform any remediation required under this License, all the expenses of the Town to do the same or have the same done or any expenses arising from the failure to comply with this License, including attorney's fees, costs and expenses and contractor fees shall be paid by the Commodores, and their successors and assigns, to the Town upon demand.

s. In the event that the Commodores no longer wish to exercise this Grant of License, the Commodores shall so notify the Town Manager in writing.

t. The Commodores and their successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth,

its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out of the activities of the Commodores, their agents, officers, employees, affiliates, and their invitees, in connection with the licensed areas, the activities described herein including those related to concessions provided by third parties, and the grant of this License. The Commodores shall not be held liable for any injury resulting from any Town activities that may occur during the Commodores' practice sessions or games, unless such injury is the result of the negligence of the Commodores, their agents, officers, officials and employees.

u. Nothing contained in the License shall authorize the Commodores, their successors and assigns to do any work or undertake any activity or to continue any activity not otherwise in full compliance with all applicable laws, rules and regulations.

v. The terms, conditions, agreements and covenants contained herein shall be binding on the Commodores, their successors and assigns.

w. This License shall continue permissively until the expiration of the term of the License unless amended by an extension of the License executed by the Select Board or revoked.

x. This document shall be filed with the Town Clerk.

IN WITNESS WHEREOF, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Select Board, hereto duly authorized this _____ day of _____, 2026.

SELECT BOARD OF
THE TOWN OF FALMOUTH

_____
Robert P. Mascali, Chair

_____
Heather M.H. Goldstone, Vice Chair

_____
Douglas C. Brown

_____
Colin W. Reed

_____
Jack P. Richardson

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU") of April 26, 2020 by and between the Town of Falmouth, MA, a municipal corporation duly established with an address of 59 Town Hall Square, Falmouth, MA 02540 (the "Town") and Cape Cod Baseball League, Inc., a duly organized Massachusetts corporation with a principal office at 14 Elisha's Pond Drive, Yarmouth Port, MA 02675 (the "League") and the Falmouth Baseball Club, Inc. a duly organized Massachusetts corporation with a principal office at 790 Main Street, Falmouth, MA 02540 (the "Club").

This MOU between the Town and the Club establishes a working agreement between the two parties concerning the use of the baseball field, dugouts, press box, bleachers, Ray Paltz Building, facilities adjacent to back gate, batting cage, concessions building, and locker room areas in the Community Center at the Guv Fuller Field (hereafter collectively, the "Baseball Facilities"). The Baseball Facilities encompass an area comprised of approximately 7 acres and is located on a portion of town-owned property located between Dillingham Avenue and Main Street in Falmouth and is shown on Assessor's Map as 39-21-001-000 (the "Premises").

The Premises is under the care and control of the Select Board, is comprised of approximately 13.4 acres, and is more particularly described in Certificate of Title No. 653, recorded with the Land Registration Office of the Barnstable Registry of Deeds in Book 3, Page 153. The Premises includes a number of public facilities used for a number of purposes, including the Baseball Facilities; the Gus Canty Community Center; and the Falmouth Police Department. The "Baseball Facilities Area" is shown on the attached aerial photograph entitled "Fuller Field Photo" (the "Aerial Photo"). A copy of the Aerial Photo is attached as Exhibit A.

Use of the Guv Fuller Field ("Fuller Field") is enjoyed by a number of public and private groups, including without limit , the Falmouth High School ("FHS") baseball teams, the Babe Ruth Baseball League, the Cranberry League, the Senior League, AAU baseball teams, Falmouth Recreation Department and the Cape Cod Baseball League. The Town gives priority to use of Fuller Field to the FHS baseball team during the corresponding High School baseball season. Beyond the FHS baseball season, the Falmouth Commodores shall have priority of the baseball field during the summer CCBL season. The Recreation Department shall continue to have access to the field outside of the baseball field fence for the Summer Adventure Program which runs from the morning to 4:00pm on weekdays.

The Club is one of ten collegiate summer baseball teams located on Cape Cod as part of the CCBL. The Club follows the rules of the CCBL and National Collegiate Athletic Association (NCAA) and the level of play enjoyed by the Club is often considered the equivalent of high-A Minor League Baseball.

The Select Board gratefully acknowledges the role the Club has played in providing high-quality baseball entertainment to the citizens of Falmouth since the early 1900's. The Select Board also gratefully acknowledges that since the Club has been authorized to use the Baseball Facilities, it has contributed to the maintenance and improvements of the Baseball Facilities.

The Club gratefully acknowledges the generosity of the Town in authorizing their use of the Baseball Facilities free of charge since about 1964, and gratefully acknowledges the sacrifices made to accommodate the Club's program by reducing or eliminating use of the Baseball Facilities on a number of occasions by other deserving groups.

The parties recognize the need to memorialize the rights and responsibilities regarding their, heretofore, informal relationship. The parties agree to the following rights and responsibilities:

a. The Town authorizes the Club to use the Baseball Facilities during the times listed on the Falmouth Commodores website under 'Schedule'. Said link is provided on Exhibit B (the "Baseball Season").

b. The Town will pay all water costs required to maintain the baseball field; the Club will pay its proportionate usage of electricity for night lighting.

c. The Club has been provided a code that allows it to turn on electricity at the Baseball Facilities, including without limit, electricity for field lights, Press Box, dugouts and, when applicable, a concession stand. All electric usage logged on the Club's code is metered. Monthly invoices shall be sent to the Club for such electric usage. The Club shall pay all invoices within 30 days' receipt.

d. The Town authorizes the Club, their agents, and members of visiting teams to use the locker room areas and restroom facilities at the Community Center. The restrooms shall also be available to Club patrons. A custodian must be present whenever the Community Center is open. The Town shall maintain custodial services at the Community Center Monday through Friday (except holidays) 8:00 a.m. – 9:00 p.m., and Saturday 8:30 a.m. – 5:00 p.m. (the "Public Hours"). The School Department shall provide custodial services for all games held after Public Hours. The Club shall be responsible for the cost of custodial services at the Community Center for all games held after Public Hours.

e. For all games held after Public Hours, the Town will provide an agent who mans the desk at the Community Center. The Club shall be responsible for payment of said agent manning the desk at all times outside of Public Hours. The fee is $30.00 per hour or part thereof. The estimated seasonal bill for services is $1,800 — $2,000.

f. The use of the Baseball Facilities area by the Club shall be limited to the Falmouth Commodores baseball games authorized by the Falmouth Commodores Schedule (see Exhibit B), including any subsequent Playoff Games. No fee shall be imposed for such recreational use.

g. The Club shall have the right to conduct youth baseball clinics for a six-week period during the Baseball Season. The Club shall carry liability insurance to cover this activity.

h. The Club shall have the right to use the locker room areas located in the Community Center for the duration of CCBL season. The Town shall present the locker room in clean and workable condition at the start of the season. The Club shall clean the locker room on a regular basis during the season and return the locker room in the same condition as it was presented to the Club.

i. The Town, acting through its Recreation Department and Department of Public Works (DPW), prepares the baseball field for the FHS teams and other Town-sponsored uses, as well as for the Club during the CCBL season, which preparation requires weekly mowing and routine maintenance for the turf and related facilities.

j. The Town agrees that no other event be scheduled at the Baseball Field that would interfere with a scheduled CCBL baseball game or practice. The Town will be mindful of parking limitations when scheduling activities at adjacent municipal facilities during scheduled baseball games.

k. The Town will take reasonable measures to prevent other teams or events using the playing surface during the CCBL Baseball Season from altering, damaging, digging up or otherwise marring the area, especially around home plate and pitcher's mound, where expensive material is used daily to maintain condition.

l. The Town agrees to perform additional maintenance and projects, as funding provides, as needed prior to and during the CCBL Baseball Season as described in Exhibit C. If any of the terms outlined in Exhibit C conflicts with the terms of this MOU, the terms of this MOU shall govern.

m. The Club agrees to perform additional maintenance work at the Baseball Facilities as needed during the Baseball Season as described in Exhibit D. If any of the terms outlined in Exhibit D conflicts with the terms of this MOU, the terms of this MOU shall govern.

n. Improvement projects to the baseball facility being planned are described in Exhibit E, which may commence during the term of the MOU. These improvements constitute a gift to the Town, which will be accepted by vote of the Select Board. It is understood that these improvements will become covered under the Town's property insurance policy for any insurable losses or claims.

o. The Town grants the Club access to the Baseball Facilities and the Premises for the purpose of exercising its rights and performing its obligations hereunder. However, installation of any structure, fixture or appurtenance and the language on any signage shall require the prior written approval of the Town Manager or his/her designee.

p. The Recreation Department Director shall be the liaison between the Club and the Town.

q. The Town authorizes the Club to enter into a license agreement with a third party for the purpose of providing concessions during Club games, contingent upon such concessionaire obtaining all necessary state and local permits, including without limit, a food service license from the Falmouth Board of Health, and compliance with all applicable laws. Any such contract with the concessionaire shall state that the Town is not a party to the license; that the Club and the concessionaire agree to indemnify and hold harmless the Town for any liability relating to the concessionaire's activities; and shall require liability insurance naming the Town as an additional insured.

r. The Club shall not permit any mechanics liens, or similar liens, to remain upon the Premises for labor and materials furnished or claimed to be furnished in connection with work of any character performed or claimed to have been performed at the direction of the Club, and the Club shall cause any such lien to be released of record forthwith without cost to the Town.

s. During the exercise of the rights hereby granted, the Club shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town, and to observe and obey applicable laws, statutes, bylaws and regulations and permitting or licensing requirements. The Club shall comply with reasonable rules and regulations issued by the Town.

t. The Club agrees that any contractor engaged to perform work at the Premises on behalf of the Club shall carry liability insurance naming the Town as an additional insured in amounts reasonably satisfactory to the Town and workers compensation insurance as required by law.

u. The Club, either in its own right or through the league, shall carry liability insurance naming the Town as an additional insured in amounts reasonably satisfactory to the Town and workers compensation insurance as required by law.

v. The Club and the League agree to indemnify and hold harmless the Town from any liability relating to any activities at the Premises related to this MOU; and

w. Title to all appurtenances, structures and fixtures installed at the Premises shall vest in the Town.

Term

This MOU shall be effective for an initial term expiring December 31, 2022. The MOU may be renewed by mutual agreement for up to three (3) additional one-year terms. The parties agree to meet prior to the expiration date to review the MOU.

Termination

Either party may terminate this MOU without cause after the end of the 2021 Baseball Season.

Modification and Amendments

Modification and amendments to this MOU shall be in writing and duly executed by the parties hereto to be effective.

No Estate Created

This MOU shall not be construed as creating or vesting in the Club, or any other party, any estate in the Premises or portion thereof, but a limited right of access for the purposes as hereinabove stated.

Executed this 11 day of May, 2021, in triplicate, each considered an original.

Town of Falmouth, by:

Julian M. Suso, Town Manager

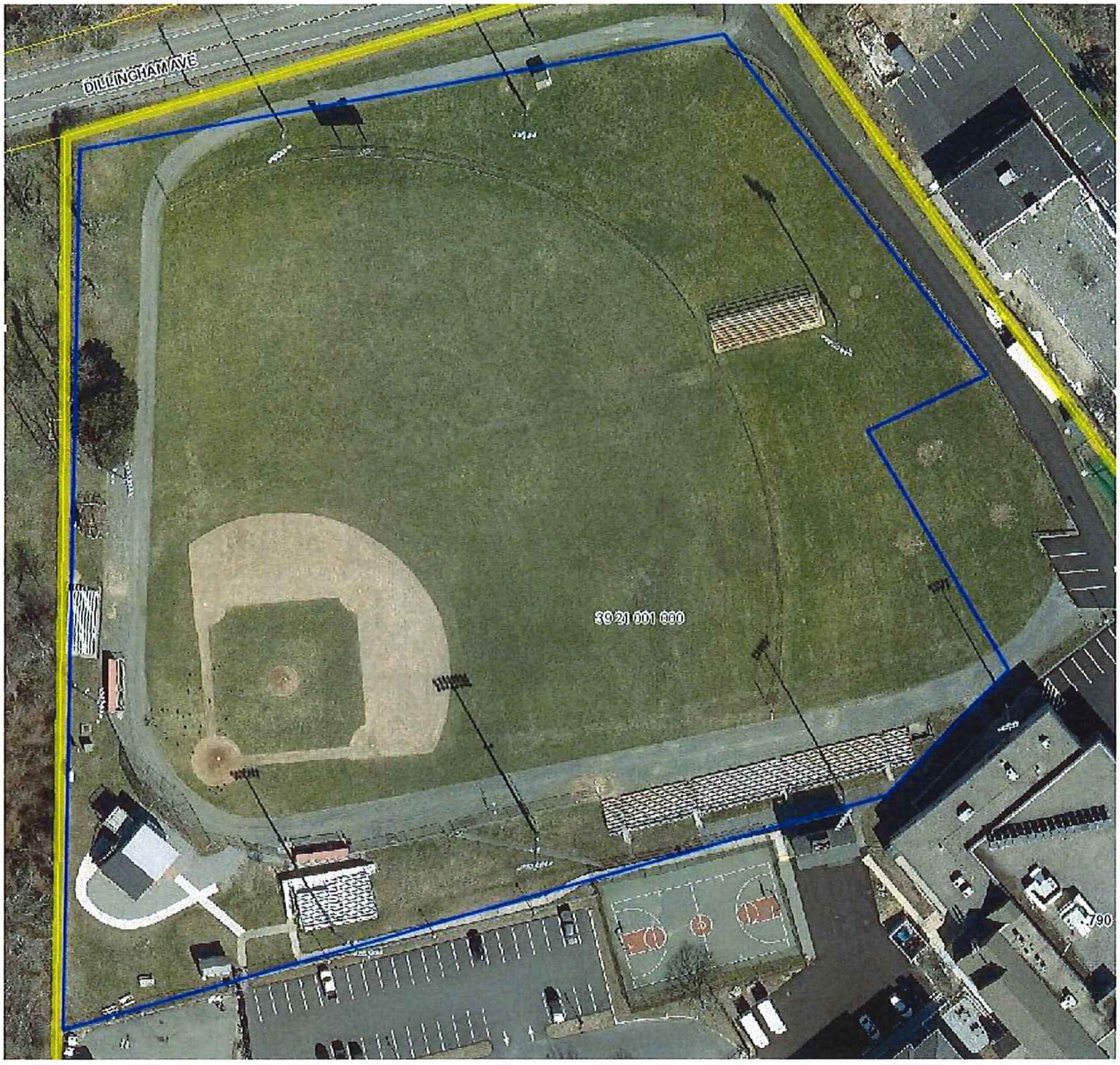
Cape Cod Baseball League, Inc. by:

Chuck Sturtevant, President

Falmouth Baseball Club, Inc. by:

Rob Gillis, Vice President

Exhibit A - Sketch Plan



Falmouth Commodores Schedule - Exhibit B

The schedule for the Falmouth Commodores season can be found at the following link:

FalmouthCommodores.com/schedule/

The season runs from approximately June 10 to August 15 each year.

Town Responsibility for Maintenance/Repairs – Exhibit C

1. Subject to available funds, the DPW will erect protective netting or a barrier between the Baseball Facilities and the police impound lot to stop foul balls.

2. The DPW will inspect dugout steps and bench areas prior to start of the baseball season for damage/safety and make necessary repairs.

3. The DPW will inspect football and baseball bleachers for damage/safety prior to the start of the baseball season and advise the School Department of any repairs required to address code requirements or safety concerns, including the home and visitors' dugout stairs.

4. The DPW will inspect the roof of the Press Box Building and Concessions Building for water/storm damage and make the necessary repairs if needed.

5. The DPW will provide seasonal mowing/trimming of all patrons seating areas and home/visitors bleachers, as well as trimming of fencing surrounding the facility.

6. The DPW will prepare/repair field of play prior to the start of the season and will maintain the outfield fence.

7. The DPW will inspect the irrigation system prior to the start of the season and will make the necessary repairs if needed. The sprinklers hitting the scoreboard will be redirected to avoid contact with the scoreboard.

8.
9. The ice machine purchased by the Club in the spring of 2018 was installed by the Town in the locker room area of the Community Center to be used by the Recreation Department, Falmouth High School teams and the Falmouth Commodores. As agreed to by the Town, regular maintenance and repairs will be completed as needed to ensure its longevity.

10. The vertical lift, required by the Americans with Disabilities Act (ADA), was installed in June 2018 in the Eric Palmer Building. The lift was funded by a CPA grant approved at the April 2018 Town Meeting and will be maintained by the Town.

Club Responsibility for Maintenance/Repairs – Exhibit D

1. Clean the general field area immediately before, during and immediately after the season.
2. Prepare and maintain the field of play for Club practice and games during the season.
3. Post restroom signs for teams and general public.
4. Install and maintain sound system at the field for game broadcasts.
5. Clean both dugouts.
6. Cover the pitcher's mound and home plate areas.
7. Purchase, maintain, and store all equipment and supplies required for field maintenance during the season.
8. Hang and maintain sponsor banners on outfield fencing, walkway fencing and other Baseball Facilities.
9. Place picnic tables during the season in the grassy area behind the Press Box and in front of Concessions Building.
10. Maintain and store all baseball-related equipment used during the season.
11. The engraved brick patio installed in the spring of 2019 along the southeast side of the Eric Palmer building will be maintained and expanded in the future.
12. Prior to the 2020 Commodore season, the Club will install a system of protective netting for the scoreboard to protect the digital panels and solar panels.

Joint Improvement Projects – Exhibit E

1. Subject to available funds, the Town will oversee installation and maintenance of concrete pathways, handicap pads, and rails necessary to access the lift and the new ADA-compliant visitors' bleachers behind the third base line funded by a CPA grant approved by Town Meeting in April 2018. (Planned Fall 2021)

2. Subject to available funds, the Town will oversee removal of existing dugouts and the replacement with ADA-compliant dugouts funded by a CPA grant approved by Town Meeting in April 2018. (Planned Fall 2021)

3. Subject to available funds, the Town will oversee replacement of the backstop with safety netting and poles, to improve fan safety, funded by a CPA grant approved by Town Meeting in April 2018. This will also include construction of a brick and concrete wall behind the home plate area and additional fencing as proposed in the CPA Grant (Planned Fall 2021)

4. Subject to available funds, the Town will oversee removal of the existing visitors' bleachers behind the third base line and replacement with new ADA-compliant bleachers funded by a CPA grant approved by Town Meeting in April 2018. (Planned Fall 2021)

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU") of April 26, 2020 by and between the Town of Falmouth, MA, a municipal corporation duly established with an address of 59 Town Hall Square, Falmouth, MA 02540 (the "Town") and Cape Cod Baseball League, Inc., a duly organized Massachusetts corporation with a principal office at 14 Elisha's Pond Drive, Yarmouth Port, MA 02675 (the "League") and the Falmouth Baseball Club, Inc. a duly organized Massachusetts corporation with a principal office at 790 Main Street, Falmouth, MA 02540 (the "Club").

This MOU between the Town and the Club establishes a working agreement between the two parties concerning the use of the baseball field, dugouts, press box, bleachers, Ray Paltz Building, facilities adjacent to back gate, batting cage, concessions building, and locker room areas in the Community Center at the Guv Fuller Field (hereafter collectively, the "Baseball Facilities"). The Baseball Facilities encompass an area comprised of approximately 7 acres and is located on a portion of town-owned property located between Dillingham Avenue and Main Street in Falmouth and is shown on Assessor's Map as 39-21-001-000 (the "Premises").

The Premises is under the care and control of the Select Board, is comprised of approximately 13.4 acres, and is more particularly described in Certificate of Title No. 653, recorded with the Land Registration Office of the Barnstable Registry of Deeds in Book 3, Page 153. The Premises includes a number of public facilities used for a number of purposes, including the Baseball Facilities; the Gus Canty Community Center; and the Falmouth Police Department. The "Baseball Facilities Area" is shown on the attached aerial photograph entitled "Fuller Field Photo" (the "Aerial Photo"). A copy of the Aerial Photo is attached as Exhibit A.

Use of the Guv Fuller Field ("Fuller Field") is enjoyed by a number of public and private groups, including without limit , the Falmouth High School ("FHS") baseball teams, the Babe Ruth Baseball League, the Cranberry League, the Senior League, AAU baseball teams, Falmouth Recreation Department and the Cape Cod Baseball League. The Town gives priority to use of Fuller Field to the FHS baseball team during the corresponding High School baseball season. Beyond the FHS baseball season, the Falmouth Commodores shall have priority of the baseball field during the summer CCBL season. The Recreation Department shall continue to have access to the field outside of the baseball field fence for the Summer Adventure Program which runs from the morning to 4:00pm on weekdays.

The Club is one of ten collegiate summer baseball teams located on Cape Cod as part of the CCBL. The Club follows the rules of the CCBL and National Collegiate Athletic Association (NCAA) and the level of play enjoyed by the Club is often considered the equivalent of high-A Minor League Baseball.

The Select Board gratefully acknowledges the role the Club has played in providing high-quality baseball entertainment to the citizens of Falmouth since the early 1900's. The Select Board also gratefully acknowledges that since the Club has been authorized to use the Baseball Facilities, it has contributed to the maintenance and improvements of the Baseball Facilities.

The Club gratefully acknowledges the generosity of the Town in authorizing their use of the Baseball Facilities free of charge since about 1964, and gratefully acknowledges the sacrifices made to accommodate the Club's program by reducing or eliminating use of the Baseball Facilities on a number of occasions by other deserving groups.

The parties recognize the need to memorialize the rights and responsibilities regarding their, heretofore, informal relationship. The parties agree to the following rights and responsibilities:

a. The Town authorizes the Club to use the Baseball Facilities during the times listed on the Falmouth Commodores website under 'Schedule'. Said link is provided on Exhibit B (the "Baseball Season").

b. The Town will pay all water costs required to maintain the baseball field; the Club will pay its proportionate usage of electricity for night lighting.

c. The Club has been provided a code that allows it to turn on electricity at the Baseball Facilities, including without limit, electricity for field lights, Press Box, dugouts and, when applicable, a concession stand. All electric usage logged on the Club's code is metered. Monthly invoices shall be sent to the Club for such electric usage. The Club shall pay all invoices within 30 days' receipt.

d. The Town authorizes the Club, their agents, and members of visiting teams to use the locker room areas and restroom facilities at the Community Center. The restrooms shall also be available to Club patrons. A custodian must be present whenever the Community Center is open. The Town shall maintain custodial services at the Community Center Monday through Friday (except holidays) 8:00 a.m. – 9:00 p.m., and Saturday 8:30 a.m. – 5:00 p.m. (the "Public Hours"). The School Department shall provide custodial services for all games held after Public Hours. The Club shall be responsible for the cost of custodial services at the Community Center for all games held after Public Hours.

e. For all games held after Public Hours, the Town will provide an agent who mans the desk at the Community Center. The Club shall be responsible for payment of said agent manning the desk at all times outside of Public Hours. The fee is $30.00 per hour or part thereof. The estimated seasonal bill for services is $1,800 — $2,000.

f. The use of the Baseball Facilities area by the Club shall be limited to the Falmouth Commodores baseball games authorized by the Falmouth Commodores Schedule (see Exhibit B), including any subsequent Playoff Games. No fee shall be imposed for such recreational use.

g. The Club shall have the right to conduct youth baseball clinics for a six-week period during the Baseball Season. The Club shall carry liability insurance to cover this activity.

h. The Club shall have the right to use the locker room areas located in the Community Center for the duration of CCBL season. The Town shall present the locker room in clean and workable condition at the start of the season. The Club shall clean the locker room on a regular basis during the season and return the locker room in the same condition as it was presented to the Club.

i. The Town, acting through its Recreation Department and Department of Public Works (DPW), prepares the baseball field for the FHS teams and other Town-sponsored uses, as well as for the Club during the CCBL season, which preparation requires weekly mowing and routine maintenance for the turf and related facilities.

j. The Town agrees that no other event be scheduled at the Baseball Field that would interfere with a scheduled CCBL baseball game or practice. The Town will be mindful of parking limitations when scheduling activities at adjacent municipal facilities during scheduled baseball games.

k. The Town will take reasonable measures to prevent other teams or events using the playing surface during the CCBL Baseball Season from altering, damaging, digging up or otherwise marring the area, especially around home plate and pitcher's mound, where expensive material is used daily to maintain condition.

l. The Town agrees to perform additional maintenance and projects, as funding provides, as needed prior to and during the CCBL Baseball Season as described in Exhibit C. If any of the terms outlined in Exhibit C conflicts with the terms of this MOU, the terms of this MOU shall govern.

m. The Club agrees to perform additional maintenance work at the Baseball Facilities as needed during the Baseball Season as described in Exhibit D. If any of the terms outlined in Exhibit D conflicts with the terms of this MOU, the terms of this MOU shall govern.

n. Improvement projects to the baseball facility being planned are described in Exhibit E, which may commence during the term of the MOU. These improvements constitute a gift to the Town, which will be accepted by vote of the Select Board. It is understood that these improvements will become covered under the Town's property insurance policy for any insurable losses or claims.

o. The Town grants the Club access to the Baseball Facilities and the Premises for the purpose of exercising its rights and performing its obligations hereunder. However, installation of any structure, fixture or appurtenance and the language on any signage shall require the prior written approval of the Town Manager or his/her designee.

p. The Recreation Department Director shall be the liaison between the Club and the Town.

q. The Town authorizes the Club to enter into a license agreement with a third party for the purpose of providing concessions during Club games, contingent upon such concessionaire obtaining all necessary state and local permits, including without limit, a food service license from the Falmouth Board of Health, and compliance with all applicable laws. Any such contract with the concessionaire shall state that the Town is not a party to the license; that the Club and the concessionaire agree to indemnify and hold harmless the Town for any liability relating to the concessionaire's activities; and shall require liability insurance naming the Town as an additional insured.

r. The Club shall not permit any mechanics liens, or similar liens, to remain upon the Premises for labor and materials furnished or claimed to be furnished in connection with work of any character performed or claimed to have been performed at the direction of the Club, and the Club shall cause any such lien to be released of record forthwith without cost to the Town.

s. During the exercise of the rights hereby granted, the Club shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town, and to observe and obey applicable laws, statutes, bylaws and regulations and permitting or licensing requirements. The Club shall comply with reasonable rules and regulations issued by the Town.

t. The Club agrees that any contractor engaged to perform work at the Premises on behalf of the Club shall carry liability insurance naming the Town as an additional insured in amounts reasonably satisfactory to the Town and workers compensation insurance as required by law.

u. The Club, either in its own right or through the league, shall carry liability insurance naming the Town as an additional insured in amounts reasonably satisfactory to the Town and workers compensation insurance as required by law.

v. The Club and the League agree to indemnify and hold harmless the Town from any liability relating to any activities at the Premises related to this MOU; and

w. Title to all appurtenances, structures and fixtures installed at the Premises shall vest in the Town.

Term

This MOU shall be effective for an initial term expiring December 31, 2022. The MOU may be renewed by mutual agreement for up to three (3) additional one-year terms. The parties agree to meet prior to the expiration date to review the MOU.

Termination

Either party may terminate this MOU without cause after the end of the 2021 Baseball Season.

Modification and Amendments

Modification and amendments to this MOU shall be in writing and duly executed by the parties hereto to be effective.

No Estate Created

This MOU shall not be construed as creating or vesting in the Club, or any other party, any estate in the Premises or portion thereof, but a limited right of access for the purposes as hereinabove stated.

Executed this 11 day of May, 2021, in triplicate, each considered an original.

Town of Falmouth, by:

Julian M. Suso, Town Manager

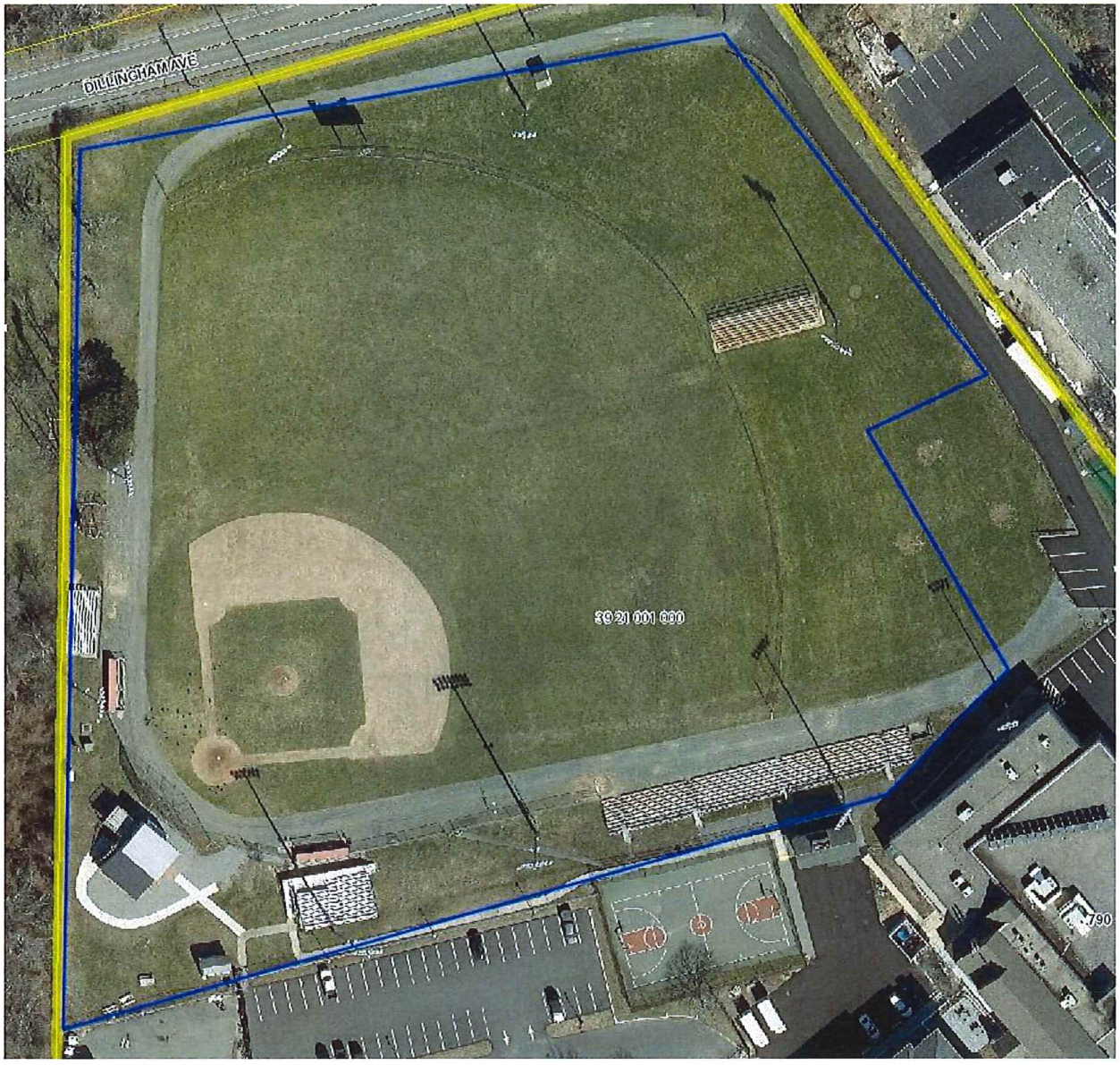
Cape Cod Baseball League, Inc. by:

Chuck Sturtevant, President

Falmouth Baseball Club, Inc. by:

Rob Gillis, Vice President

Aerial Photo Page - Exhibit A



Falmouth Commodores Schedule - Exhibit B

The schedule for the Falmouth Commodores season can be found at the following link:

FalmouthCommodores.com/schedule/

The season runs from approximately June 10 to August 15 each year.

Town Responsibility for Maintenance/Repairs – Exhibit C

1. Subject to available funds, the DPW will erect protective netting or a barrier between the Baseball Facilities and the police impound lot to stop foul balls.

2. The DPW will inspect dugout steps and bench areas prior to start of the baseball season for damage/safety and make necessary repairs.

3. The DPW will inspect football and baseball bleachers for damage/safety prior to the start of the baseball season and advise the School Department of any repairs required to address code requirements or safety concerns, including the home and visitors' dugout stairs.

4. The DPW will inspect the roof of the Press Box Building and Concessions Building for water/storm damage and make the necessary repairs if needed.

5. The DPW will provide seasonal mowing/trimming of all patrons seating areas and home/visitors bleachers, as well as trimming of fencing surrounding the facility.

6. The DPW will prepare/repair field of play prior to the start of the season and will maintain the outfield fence.

7. The DPW will inspect the irrigation system prior to the start of the season and will make the necessary repairs if needed. The sprinklers hitting the scoreboard will be redirected to avoid contact with the scoreboard.

8.
9. The ice machine purchased by the Club in the spring of 2018 was installed by the Town in the locker room area of the Community Center to be used by the Recreation Department, Falmouth High School teams and the Falmouth Commodores. As agreed to by the Town, regular maintenance and repairs will be completed as needed to ensure its longevity.

10. The vertical lift, required by the Americans with Disabilities Act (ADA), was installed in June 2018 in the Eric Palmer Building. The lift was funded by a CPA grant approved at the April 2018 Town Meeting and will be maintained by the Town.

Club Responsibility for Maintenance/Repairs – Exhibit D

1. Clean the general field area immediately before, during and immediately after the season.
2. Prepare and maintain the field of play for Club practice and games during the season.
3. Post restroom signs for teams and general public.
4. Install and maintain sound system at the field for game broadcasts.
5. Clean both dugouts.
6. Cover the pitcher's mound and home plate areas.
7. Purchase, maintain, and store all equipment and supplies required for field maintenance during the season.
8. Hang and maintain sponsor banners on outfield fencing, walkway fencing and other Baseball Facilities.
9. Place picnic tables during the season in the grassy area behind the Press Box and in front of Concessions Building.
10. Maintain and store all baseball-related equipment used during the season.
11. The engraved brick patio installed in the spring of 2019 along the southeast side of the Eric Palmer building will be maintained and expanded in the future.
12. Prior to the 2020 Commodore season, the Club will install a system of protective netting for the scoreboard to protect the digital panels and solar panels.

Joint Improvement Projects – Exhibit E

1. Subject to available funds, the Town will oversee installation and maintenance of concrete pathways, handicap pads, and rails necessary to access the lift and the new ADA-compliant visitors' bleachers behind the third base line funded by a CPA grant approved by Town Meeting in April 2018. (Planned Fall 2021)

2. Subject to available funds, the Town will oversee removal of existing dugouts and the replacement with ADA-compliant dugouts funded by a CPA grant approved by Town Meeting in April 2018. (Planned Fall 2021)

3. Subject to available funds, the Town will oversee replacement of the backstop with safety netting and poles, to improve fan safety, funded by a CPA grant approved by Town Meeting in April 2018. This will also include construction of a brick and concrete wall behind the home plate area and additional fencing as proposed in the CPA Grant (Planned Fall 2021)

4. Subject to available funds, the Town will oversee removal of the existing visitors' bleachers behind the third base line and replacement with new ADA-compliant bleachers funded by a CPA grant approved by Town Meeting in April 2018. (Planned Fall 2021)

Item: 4.g.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Peter Johnson-Staub, Assistant Town Manager, Julie Williams-Tinkham
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: 8:30 PM - Consider a vote to approve license agreement for Falmouth Youth Lacrosse use of George Gaspa Sports Complex **(5 minutes)**

Purpose:
The Select Board is asked to consider approval of a license agreement authorizing Falmouth Youth Lacrosse to use the George Gaspa Sports Complex located at 900 Sandwich Road.

Background/Summary:

- The Falmouth Youth Lacrosse Association has used this field for many years without entering a memo of understanding or license agreement.
- The Falmouth Youth Lacrosse Association has offered to provide some improvements to the athletic field it uses on Sandwich Road in the coming years.
- This agreement provides a legal framework to facilitate future improvements to be performed or donated by the Association.
- Any future improvements will require advance written approval and will be vetted by the Parks Division as well as the Recreation Director.
- The agreement has been prepared in collaboration with Recreation Director Julie Williams-Tinkham and representatives of the Association. Town Counsel has approved the agreement for form.

Recommended Actions:
Department Recommendation:
The Assistant Town Manager recommends approval of the license agreement as presented.

Options:

- Motion to approve grant of license as presented.
- Motion to approve grant of license with amendments defined by the Board.
- Other Board identified alternative.

Town Manager's Comments:
The Town Manager recommends that the Select Board approve the license agreement for Falmouth Youth Lacrosse use of George Gaspa Sports Complex.

Budget:
Applicable? (yes or no):
No
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:
1. Falmouth Youth Lacrosse License DRAFT 04-03-2026
2. Sketch Plan FYL License

GRANT OF LICENSE
TO THE FALMOUTH YOUTH LACROSSE CLUB, INC.
FOR USE OF GEORGE GASPA SPORTS COMPLEX

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Select Board, in exchange for the valuable consideration further outlined below, and of the covenants contained herein, hereby grants to the Falmouth Youth Lacrosse Club, Inc., with a business address of 27 Perry Road, Falmouth MA 02556 (the "FYLC"), the following License to use certain portions of Town property located at 888 Sandwich Road and more commonly known as the George Gaspa Sports Complex (the "Property"). For reference see Assessor's Parcel ID 17 01 017 001.

The License is given for the nonexclusive use of a certain portion of the Property, which includes the rectangular field of approximately 2.2 acres including two(?) sheds located on the Property (collectively, the "Lacrosse Facilities") as shown on the plan entitled "Sketch Plan of Lacrosse Facilities at the George Gaspa Sports Complex" attached hereto as Exhibit A. The License grants the FYLC priority use over other entities excluding Town departments to use the Lacrosse Facilities for lacrosse use for the season which runs from approximately March through the end of June. The Town reserves to itself the use of and access to the Lacrosse Facilities when the FYLC is not scheduled to use the Lacrosse Facilities and as otherwise outlined under this License Agreement.

The purpose of this License is to provide a right of priority access and use to the FYLC allowing employees, agents and players of the FYLC to enter onto Town property and to use the Lacrosse Facilities for the purpose of conducting the business of the FYLC, including playing FYLC games, inviting the public to attend and watch the games, providing concessions and using the Lacrosse Facilities in a manner consistent with those of athletic facilities, as more fully described below.

This License is granted upon the following express conditions:

a. The Term of this License shall commence upon execution by the Select Board and shall continue through December 31, 2029, as may be amended.

b. The FYLC, its employees, agents, affiliates and players, shall enjoy priority use of the Lacrosse Facilities to conduct practice, play lacrosse games, invite spectators to watch lacrosse and to sell concessions every year during the FYLC season. Each year, by April 1st, the FYLC shall submit its schedule for the use of the Lacrosse Facilities for the upcoming season to the Falmouth Director of Recreation.

c. The FYLC agrees that play and practice will be cancelled when there is standing water on the field to avoid damage to the field and to follow directives of the Recreation staff with respect to cancelling use of the field due to field conditions.. Any question about whether conditions are acceptable for field use should be directed to the Recreation Director or their designee.

d. The use of the Lacrosse Facilities by the FYLC shall be limited to the FYLC games authorized by the FYLC schedule submitted to the Town and may also include any subsequent playoff games.

e. Prior to the beginning of the lacrosse season, and again following the end of the lacrosse season, a liaison from the FYLC and the Parks Department will meet to review the field conditions and expectations from either group that pertain to field maintenance.

f. The Town, acting through its Recreation and Parks Department, shall provide weekly mowing during the Lacrosse season as long as the grass is actively growing, at the determination of the Falmouth Parks Superintendent. The Town shall be solely responsible for the mowing at the Lacrosse Facilities. All other field and infield maintenance or cultural practices will be done by the FYLC and must follow Best Maintenance Practices (BMP's) from the University of Massachusetts.

g. The Town shall perform emergency maintenance and repair to the Lacrosse Facilities to the extent Town resources and workload allow. The determination as to whether the maintenance is emergency maintenance shall be made by the Town Manager.

h. The Town will perform routine rubbish removal during the Lacrosse season.

i. Except as provided in paragraph (e) and (f), the FYLC agrees to provide routine maintenance of the Lacrosse Facilities, to repair any and all damage that may have been caused by their use or use by third parties authorized by the FYLC to use the Lacrosse Facilities, and to ensure that the Lacrosse Facilities are in good condition at the conclusion of the Lacrosse season.

j. Repair of any damage to the grounds caused by the FYLC as a result of the application of improper management practices will be performed by the FYLC, unless otherwise determined by the Parks Superintendent. Examples of such maintenance may include lip buildup, uneven infield skin, irrigation repair or broken bases. The determination as to whether the damage is caused by the FYLC will be made by the Parks Superintendent, in their sole discretion.

k. The FYLC may install fixtures, structures or improvements to the Lacrosse Facilities upon submission of a request to the Town Manager to perform the work and receipt of written approval by the Town Manager prior to performing

the work. Any such work is subject to the provisions of the Procurement Act at M.G.L. c. 30B.

l. Any fixtures, structures or improvements that the FYLC has affixed to the Lacrosse Facilities that the FYLC wishes to donate to the Town must be accepted by the Select Board. Fixtures, structure or improvements that are not accepted by the Select Board are subject to the removal procedures outlined below.

m. The FYLC shall pay all electrical costs related to the use of the Lacrosse Facilities.

n. Any third party vendors hired by the FYLC must seek and obtain any and all necessary licenses and permits required to operate their business. The Town shall not be a party to any contract between the FYLC and the third party vendors.

o. The FYLC may enter into agreements with third party vendors to allow the placement of advertising at the Lacrosse Facilities. The FYLC and the third party advertising vendors shall indemnify and hold harmless the Town for any liability in connection with such advertisements and any contractual agreements for such advertising with third party vendors.

p. Any signs erected at the Lacrosse Facilities require a permit from the Building Commissioner and must adhere to the provisions of the Falmouth bylaws. The Select Board reserves the right to revoke any permit to place signage at the Lacrosse Facilities upon a determination that the placement of a sign or signs is not in the public interest.

q. The FYLC shall not permit any mechanics liens, or similar liens, to be placed on the Premises for labor and materials furnished or claimed to be furnished in connection with work performed at the direction of the FYLC. Any costs incurred by the Town to remove such liens shall be borne or repaid by the FYLC.

r. Any third party contractor or vendor hired by the FYLC to conduct business of any kind at the Lacrosse Facilities shall carry liability insurance to the Town naming the Town as an additional insured.

s. The FYLC shall carry liability insurance naming the Town as an additional insured in amounts reasonably satisfactory to the Town and workmen's compensation insurance as required by law. The FYLC shall deliver to the Town, promptly at the commencement of the term of this License, an insurer's certificate evidencing all insurance that the FYLC must maintain under this License, and within thirty (30) days before such insurance expires, certificates evidencing its renewal. Any policy of insurance shall contain a clause that the

insurer will not cancel or change the insurance without first giving the Town ten (10) business days prior written notice.

t. The FYLC hereby indemnifies, protects and holds harmless the Town from and against all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising, or alleged to arise, from or in connection with the following: (a) any injury to, or the death of any person or loss or damage to property arising from or connected with the FYLC's own use of the Lacrosse Facilities including by any third party contractor, vendor or participant authorized by the FYLC to use or be present at the Lacrosse Facilities, or (b) performance of any labor services or the furnishing of any materials or other property regarding the Premises by or at the request of the FYLC. The FYLC will resist and defend any action, suit or proceeding brought against the Town by reason of any such occurrence by counsel designated by the FYLC and approved by the Town.

u. The License is revocable by the Select Board with at least twelve (12) months notice by the Select Board to the FYLC. In the event that a state of emergency is declared by the Governor of the Commonwealth or the Falmouth Select Board, and the use of the Lacrosse Facilities is required by the Town in connection with management of the emergency, the Select Board may immediately revoke the License in order to protect the public safety, health and welfare of the Town of Falmouth and its residents. To revoke this License, the Town must send notice to the FYLC, its successors and assigns to the above-referenced property address and by thereafter within a reasonable time filing the revocation notice with the Town Clerk;

v. Upon such revocation, the FYLC, its successors and assigns shall, if and when directed by the Select Board, remove any equipment, fixtures or improvements from the Town's property;

w. If the FYLC, and their successors and assigns, fail to remove said equipment, fixtures or improvements or perform any remediation required under this License, all the expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this License, including attorney's fees, costs and expenses and contractor fees shall be paid by the FYLC, and their successors and assigns, to the Town upon demand;

x. Until such revocation, this License shall continue permissively until the expiration of the term of the License unless amended by an extension of the License executed by the Select Board;

y. The terms, conditions, agreements and covenants contained herein shall be binding on the FYLC, its successors and assigns.

z. This document shall be filed with the Town Clerk.

IN WITNESS WHEREOF, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Select Board, hereto duly authorized this _____ day of _____, 2026.

SELECT BOARD OF
THE TOWN OF FALMOUTH

_____
Robert P. Mascali, Chair

_____
Heather M.H. Goldstone, Vice Chair

_____
Douglas C. Brown

_____
Colin W. Reed

_____
Jack P. Richardson

Sketch Plan



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 01/31/2025
Data updated 03/23/2026

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

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Peter Johnson-Staub, Assistant Town Manager, Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **8:35 PM** - Discuss and consider vote to amend Select Board meeting schedule for August 2026 **(5 minutes)**

Purpose:
The Board will be asked to consider moving the dates of the two August meetings in order to avoid a potential conflict with Falmouth Commodores baseball games at Guv Fuller Field.

Background/Summary:

- When the Falmouth Commodores have a home game at Guv Fuller Field, the parking lot serving the Recreation Center, Senior Center, Police Station and Human Services is fully utilitized and additional parking at the Veterans Center at 300 Dillingham is also utilized.
- The Falmouth Commodores have agreed to adjust their schedule to avoid games on Mondays to the greatest extent possible.
- The Falmouth Commodores cannot control the dates for playoff games. In the event they qualify, games may be held on the first or second Monday of August.
- The Board is asked to consider moving the August 10th meeting to August 17th and the August 24th meeting to the August 31st. The first meeting in September is scheduled for September 14.

Recommended Actions:
Department Recommendation:
The Town Manager recommends the Board adopt the revised schedule as presented.

Options:

- Move to approve the revised Select Board meeting schedule as presented.
- Move to make no change to the Select Board meeting schedule.
- Some other Board-defined alternative.

Town Manager's Comments:
The Town Manager recommends the Board adopt the revised schedule as presented.

Budget:
Applicable? (yes or no):

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:
1. Partial Meeting Calendar 2026

July 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	*2*	*3* ***Independence Day observed***	*4* ***Independence Day***
5	*6*	*7*	*8*	*9*	*10*	*11*
12	*13* ***Select Board Meeting***	*14*	*15*	*16*	*17*	*18*
19	*20*	*21*	*22*	*23*	*24*	*25*
26	*27* ***Select Board Meeting***	*28*	*29*	*30*	*31*	

August 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	*3*	*4*	*5*	*6*	*7*	*8*
9	*10* ~~***Select Board Meeting***~~	*11*	*12*	*13*	*14*	*15*
16	*17* ***Select Board Meeting***	*18*	*19*	*20*	*21*	*22*
23	*24* ~~***Select Board Meeting***~~	*25*	*26*	*27*	*28*	*29*
30	*31* ***Select Board Meeting***					

September 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	*2*	*3*	*4*	*5*
6	*7* ***Labor Day***	*8*	*9*	*10*	*11* *Rosh Hashanah*	*12* *Rosh Hashanah*
13 *Rosh Hashanah*	*14* ***Select Board Meeting***	*15*	*16*	*17*	*18*	*19*
20 *Yom Kippur*	*21* *Yom Kippur*	*22*	*23*	*24*	*25* *Sukkot*	*26*
27	*28* ***Select Board Meeting***	*29*	*30*			

Voted 12/1/25

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Peter Johnson-Staub, Assistant Town Manager, Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **8:40 PM** - Discuss the potential for retail cannabis sales in Falmouth **(10 minutes)**

Purpose:
The Select Board will discuss whether to seek approvals required to allow retail sale of marijuana for adult use in Falmouth.

Background/Summary:

- Select Board member Jack Richardson asked for this agenda item to discuss changing the Town's policy with respect to the sale of marijuana for non-medical purposes - sometimes referred to as 'adult use', or 'recreational use'.
- At the annual town election held May 16, 2017, the following ballot measure was approved by a vote of 4,533 to 2,514:

Shall the Town of Falmouth prohibit the operation of 1 or more types of marijuana establishments within the town and adopt the following bylaw relative to marijuana not medically prescribed to be included in the Code of Falmouth, Chapter 156, Peace and Good Order?

- Under Article 16 of the November 2017 Town Meeting, Falmouth adopted the following zoning bylaw prohibitting all marijuana establishments other than the sale of medical marijuana:

§ 156-15Marijuana establishments.
Consistent with Massachusetts General Laws Chapter 94G, § 3(a)(2), all types of marijuana establishments as defined in General Laws Chapter 94G, § 1, to include all marijuana cultivators, marijuana testing facilities, marijuana product manufacturers, marijuana retailers and any other type of marijuana-related business establishment that is not specifically permitted or licensed for the sale of medical marijuana, shall be prohibited within the Town of Falmouth.

- The procedure for authorizing the sale of marijuana for non-medical purposes would require approval of a Town Meeting article to change the zoning bylaw and a ballot

measure to rescind the general bylaw.

- The Board may wish to consider potential negative community impacts of marijuana establishments as well as potential tax revenue and economic benefits.
- Massachusetts General Law C. 64N, Section 3 allows for a local option tax of up to 3% of gross sales.
- The law and regulations of the Commonwealth strictly limit additional impact fees that can be assessed to a marijuana establishment through a host community agreement. Under 935 CMR 500, communities can only assess community impact fees that are reasonably related to the establishments and are documented and submitted to the MA Cannabis Control Submission annually.

Recommended Actions:

Department Recommendation:

The Town Manager seeks direction from the Board as to whether to direct Town resources to pursue a change to the bylaws to allow marijuana establishments other than medical use.

Options:

- Motion to direct Town Manager to pursue a change to current bylaws relative to marijuana establishments.
- Motion to direct Town Manager not to pursue a change to current bylaws relative to marijuana establishments.
- Other Board defined alternative

Town Manager's Comments:

The Town Manager seeks direction from the Board as to whether to direct Town resources to pursue a change to the bylaws to allow marijuana establishments other than medical use.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:

None

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: **8:50 PM** - Discuss correspondence and media inquiry practices **(15 minutes)**

Purpose:
The Select Board will have a general discussion concerning the current practice of responding to email correspondence and communications from members of the community, and discuss best practices for enhancing that communication.

Background/Summary:

- Members of the community very often utilize the selectboard@falmouthma.gov email address to communicate via email with the entire Select Board.
- The volume of these emails can often be significant.
- The media sometimes contacts one or more members of the Select Baord on various issues, and there is currently no clear practice or procedure in place for how those media inquiries are addressed and by whom.

Recommended Actions:

Department Recommendation:
This item is for discussion purposes only, and no formal action by the Select Board is anticipated.

Options:
N/A

Town Manager's Comments:
This item is for discussion purposes only, and no formal action by the Select Board is anticipated.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

N/A

Attachments:

None

Item: 4.k.

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Peter Johnson-Staub, Assistant Town Manager, Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: 9:05 PM - Discuss the adoption of an Artificial Intelligence (AI) Use Policy **(10 minutes)**

Purpose:
The Select Board will discuss the scope and content of potential policy regarding municipal use of artificial intelligence. Adoption of a policy would be considered at a future meeting.

Background/Summary:

- Many municipalities and organizations are adopting policies regarding the use of artificial intelligence (AI).
- The purposes of these policies include: establishing guardrails to avoid inadvertent disclosure of confidential information; setting guidelines to mitigate the potential for disseminating inaccurate, misleading or biased information, and encouraging safe use of AI to improve efficiency of municipal operations and service delivery and to enhance transparency and dissemination of accurate information.
- Sample policies adopted by the towns of Rockland and Brookline Massachusetts are included in this meeting packet for reference.
- The Town Manager's Office seeks input from the Select Board regarding the scope and content of an AI policy to be drafted and adopted at a future date.

Recommended Actions:

Department Recommendation:
The Town Manager recommends that the Town adopt an AI policy within the coming months. There is no action requested under this item other than providing input and general direction regarding adoption of an AI policy at a future date.

Options:
NA

Town Manager's Comments:
The Town Manager recommends that the Town adopt an AI policy within the coming months. There is no action requested under this item other than providing input and general direction regarding adoption of an AI policy at a future date.

Budget:
Applicable? (yes or no):
No immediate budget impact
Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:
1. Brookline Generative-AI-Policy 08-20252025
2. Rockland AI Policy - 10-2025
3. Intro-to-AI-Policy-and-Implementation

TOWN OF BROOKLINE
Massachusetts

IT Policy

Generative Artificial Intelligence Use Policy

PURPOSE

This policy identifies acceptable methods to interact with generative artificial intelligence (AI) tools. Generative AI tools can enhance productivity but may also introduce security risks, such as leaking sensitive data, introducing security vulnerabilities into code, and providing incorrect information.

SCOPE

This policy applies to all Users of Town Technology Resources when their actions may expose the Town's systems or data to generative AI tools.

DEFINITIONS

Definitions from the Information Technology Resources Use Policy are incorporated herein by reference.

Generative Artificial Intelligence (AI): a subset of AI techniques that use algorithms to generate new, original content such as text, images, audio, video, and software code. Examples of Generative AI tools include ChatGPT, Meta AI, Microsoft Co-pilot, Google Gemini, Perplexity AI, Zoom AI Companion and Anthropic.

Unconstrained generative AI tool: a generative AI tool with which the Town of Brookline has no contractual relationship except for a click-through license agreement, and which has made no specific guarantees regarding the confidentiality of information provided to it. For example, when a user signs up for a ChatGPT account and the Town has no relationship or contract with OpenAI, the company that owns ChatGPT.

Constrained generative AI tool: a generative AI tool which the Town of Brookline has a contractual relationship with, or which has a click-through license agreement that the Information Technology (IT) Cybersecurity Team has affirmatively categorized as constrained. The contract or license must guarantee the confidentiality of information provided to it. For example, an LLM owned by a vendor with whom the Town has a contract to use the LLM locally with the Town's data.

Machine learning: A field of study in artificial intelligence concerned with the development and study of statistical algorithms that can learn from data and generalize to unseen data**.**

Large language model (LLM): A language model notable for its ability to achieve general-purpose language generation and other natural language processing tasks such as classification.

Sensitive data – Sensitive data includes Personal Identifiable Information (PII), Protected Health Information (PHI), Payment Card Information, Family Educational Rights and Privacy Act data, Federal Tax Return Information, Criminal Offender Record Information, Criminal Justice Information, and Social Security Administration Data.

Approved IT Tools: refer to software, applications, hardware, and systems that have been vetted and sanctioned by the IT department for official use. These tools are authorized based on a comprehensive assessment and security vetting that ensures they meet specific standards of security, compatibility, functionality, and compliance with regulatory requirements.

POLICY

Use:

- Using a generative AI tool is prohibited without approval from the IT Cybersecurity Team. Users may submit a written request to use a generative AI tool to the IT Cybersecurity Team. The IT Cybersecurity Team approves the request by providing written authorization to the User.
- For official use of approved AI tools, only log in to such tools using Town of Brookline email or credentials. Do not use Town credentials to log in to such tools for personal use.
- Use of generative AI tools must follow the Information Technology Resources Use Policy.
- To the maximum extent possible, Users should opt out of data sharing with a tool's vendor.
- Users must never input the following types of data into generative AI tools:
    - Personally Identifiable Information (PII), as defined by the Department of Labor, or Protected Health Information (PHI), as defined by the Health Insurance Portability and Accountability Act (HIPAA), CJIS data, as defined by the Criminal Justice Information Services.
    - Family Educational Rights and Privacy Act data, Payment Card Information, Federal Tax Return Information, Criminal Offender Record Information, Criminal Justice Information, and Social Security Administration Data.
    - Passwords, application programming interface (API) keys, or any other secrets that would allow an otherwise unauthorized actor to use Town of Brookline systems or data.
    - Information from a machine-readable database searchable by a User that has been designated in writing by the User's director as prohibited information.
- Using publicly available applications that record audio, listen to meetings, take notes, or ask to connect to your email or calendar is prohibited without IT approval.
- No code or images generated using such tools may be used as generated in a production environment, due to ownership questions, current large-scale class-action lawsuits, and potential claims of derivative works.

- Users must not include trademarks, celebrities, copyrighted well-known images, or popular fictional characters in prompts. Doing so may result in violations of copyright law, trademark rights, or rights of publicity. An acceptable example is if you're writing instructions for how to use a feature in Microsoft Excel, you might say: “To create a pivot table in Microsoft Excel, go to the 'Insert' tab and select 'PivotTable'”.
- Only input sensitive data into IT approved constrained generative AI tools that the tool in question is certified to handle. For example, if a generative AI tool is certified to handle social security numbers but not medical diagnoses, you may input the former but not the latter.
- Users must be transparent in their use of Generative AI and properly identify and credit AI-generated content. Generative AI content used by the Town of Brookline must be clearly labeled in a conspicuous manner, including details of its review, and editing process. Examples of disclosures lines that can be used:
    - This memo was summarized by [generative AI Tool] using the following prompt: “Summarize the following memo: (memo content)”.
- Since generative AI tools are fallible, Users must carefully review responses to security-related questions or in security-sensitive situations, such as when AI tools:
    - Generate code snippets in response to a prompt;
    - Provide information regarding supposed best practices for system design;
    - Offer risk management advice in cybersecurity, privacy, legal, or physical safety contexts.
- Users must report to the Information Technology Cybersecurity Team any indications that a generative AI tool, without explicit prompting, is:
    - Attempting to escalate privileges, gain access to sensitive data, or interact with the physical world.
    - Consistently generating information known to be false despite receiving prompts to the contrary.
- Department managers shall ensure:
    - All employees in their department are trained in and have acknowledged this policy.
    - All employees in their department are informed about any Information Technology approved AI tools.
- All employees who are accountable for relationships with contractors shall:
    - Determine if the relevant contractor has access to information that this policy forbids the contractor from inputting into unconstrained generative AI tools.
    - If the contractor does have access to such data, request in writing that the contractor provide its policy regarding unconstrained generative AI tools or a summary of its provisions prior to signing any agreement.
    - After receipt of the contractor’s policy, work with the Information Technology Cybersecurity team to determine whether it is more or less restrictive than The Town’s policy.
    - If the contractor does not provide a policy, does not have one, or is less restrictive than the Town of Brookline, terminate the contractor’s access to data forbidden from entry into unconstrained generative AI tools.
    - Reassess the type of data accessible by the contractor. Department general managers shall document approvals or denials or risk acceptance decisions.

Fairness and Non-Bias

AI-generated content can be inaccurate, misleading, entirely fabricated or may contain copyrighted material. Users are responsible for inputs to and outputs from AI for known sources of bias such as skewed data, inaccurate information, discriminatory assumptions, and any other inappropriate text, images, video, and audio.

Use of generative AI tools to perform malicious or inappropriate actions, or to generate malicious, inappropriate, or illegal material, is prohibited. When using AI tools, Users must follow ethical principles such as fairness, transparency, accountability, and respect for human rights.

Users should not replace human judgment with AI tool judgment in decision-making processes where human intervention and oversight are necessary.

Compliance

It is the responsibility of Department Heads to ensure that all Users under their supervision or associated with their department receive a copy of this Policy.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

If federal, state, local, or tribal laws or regulations conflict with this policy, the laws and regulations shall control.

Should any Town department violate this policy, the department head shall ensure:

- A root cause analysis is conducted, and documented, and the results are shared with the entire department.
- Complete retraining for the department; and
- Re-acknowledgment by all department employees of this policy.

Exceptions

In some cases, it may be necessary to require an exception to this policy. Such requests should be very infrequent and would be evaluated on a case-by-case basis. Exceptions may be requested to the Information Technology Security Team and should only be granted if they align with the Town's core values and principles and do not pose any new risk to the Town of Brookline and its users.

RESPONSIBILITIES

Role	Responsibility
Users	Use information resources with good judgment and in compliance with information security policies and report any inappropriate use of AI information resources to the Information Security Program Officer.
Management	Ensure that personnel understand and agree with this Artificial Intelligence Policy.
Department Heads	Implement measures to protect their resources and monitor them against inappropriate AI use.
IT Staff	Help to implement security solutions in compliance with this policy and assist business owners implementing measures to protect their resources against inappropriate use.
IT Cybersecurity Team	Maintain the information security program and monitor compliance with the Information Security Policies.

REFERENCES

	Name	Reference
Frameworks	**NIST**	AI Risk Management Framework 1.0

REVISION HISTORY

This section contains comments on any revisions that were made to this document and the date were made.

Revision Number	Date	Name	Description
1.0	4/6/2024	Compass ITC	Initial Version
1.1	4/25/2024	Compass ITC	Updates to vocabulary Addition and removal of certain policies
1.2	4/29/2024	Compass ITC	Updates to vocabulary
1.2	5/7/2024	ITAC	Reviewed
1.3	5/2/2024	Town Counsel's Office	Revision

Revision Number	Date	Name	Description
1.4	5/30/2024	ITD	Revision based upon TC suggestions
1.5	06/2025	Town Administrator's office	Revision
1.6	06/2025	ITD	Revision
1.7	August 2025	Select Board	Revision

APPROVAL AND ADOPTION

Date	Name	Description
6/25/2025	Human Resource Board	Approval
08/19/2025	Select Board	Approval and Adoption
	School Committee	Approval and Adaption



Town of Rockland
242 Union St, Rockland, MA 02370

AI Use Policy

Artificial Intelligence (AI) Use Policy

Definitions

Artificial Intelligence (AI): A technology solution, system, or machine that is meant to mimic human intelligence to perform tasks while iteratively improving itself based on the information it collects.

Generative Artificial Intelligence (AI) refers to a class of AI systems capable of creating original content such as text, images, audio, video, or software code. Unlike traditional AI, which typically classifies or predicts based on existing data, generative AI can produce new outputs that resemble human-created work.

Policy

1. The Town of Rockland recognizes the potential benefits of generative AI tools to improve efficiency, creativity, and service delivery. At the same time, use of these tools must be carefully managed to protect residents, employees, and the Town from risks associated with improper handling of sensitive data. This policy establishes guidelines for appropriate and responsible use of generative AI.

2. **Purpose.** The purpose of this policy is to define the permitted and prohibited uses of generative AI within Town government, ensuring compliance with state and federal laws, protecting confidential information, and maintaining public trust.

3. **Scope**. This policy applies to General Government Town of Rockland employees, contractors, volunteers, and any other individuals who use generative AI tools for Town business.

4. **Prohibited Data.** The following categories of information must not be entered into any AI prompt or system:

    a. Personally Identifiable Information (PII): names with addresses, dates of birth, SSNs, or contact details.
    b. Protected Health Information (PHI): medical, mental health, or disability-related records (HIPAA-covered).
    c. Legal Advice.
    d. Security and Infrastructure Data: IT systems, passwords, vulnerabilities, emergency response plans, or law enforcement data.
    e. Resident and Community Data: tax accounts, billing information, social services records, complaints tied to individuals.
    f. Other Confidential Data: information exempt under Massachusetts Public Records Law.

5. Permitted Uses. Generative AI may be used for the following purposes, provided no prohibited data is included:

a. Drafting communications or public messaging using non-sensitive information.
b. Summarizing publicly available reports or documents.
c. Creating templates, forms, or standard operating procedures (SOPs).
d. Brainstorming ideas or generating content for training, planning, or public engagement (non-sensitive only).

6. Oversight and Review.

a. All output generated by AI must be reviewed by a Town employee before release.
b. The Town IT Director and Managed Service Provider will oversee implementation of this policy and review it annually. Violations may result in disciplinary action consistent with Town policies and collective bargaining agreements.
c. This policy ensures the Town of Rockland responsibly leverages the benefits of generative AI while safeguarding sensitive information and upholding public trust.

7. Future Applications and Approval. The Town of Rockland will continue to explore potential applications of generative AI in municipal government to enhance efficiency, transparency, and service delivery. Any uses of AI not explicitly permitted in this policy must be discussed with and receive prior approval from the Town Administrator before implementation.

8. Point of Contact. The point of contact for this policy is the undersigned at Geno@rockland-ma.gov or by telephone at (781) 871-1895 with Managed Services Provider SecureWon at support@securewon.com or by telephone at 855-458-6947 as the backup.

Adopted by the Select Board on 10/21/2025.



OpenGov

Intro to AI Policy and Implementation

Table of Contents

Background and Introduction 3

Section I: Strategic Vision and Foundational Imperatives 5

1.1. Executive-Led, Value-First 5

1.2. Public Trust 8

1.3. Measure What Matters: Trust, Efficiency, Risk, and Feasibility 9

Section II: What AI Is, and What AI Isn't 11

2.1. Decoding the Alphabet Soup of AI 11

2.2. AI in Practice 13

2.3. What AI Isn't 14

Section III: Governance, Risk, Compliance, and Responsibility 16

3.1. Governance Structuring 16

3.2. Policies in Practice 19

3.3. Risk Management Frameworks 22

3.4. Humans in the Loop 23

3.5. Records, Public Disclosure, and Retention for AI Artifacts 25

Section IV: Foundational Technology and Security 26

4.1. AI-Ready Data 26

4.2. Security and Cybersecurity 28

4.3. Modernizing the Technology Stack 30

Section V: Working With and For the Workforce 33

5.1. Centering Public Servants 33

5.2. AI-Enabled Training 36

5.3. Managing Change & People 38

Section VI: Where and How 39

6.1. Use Case Intake 39

6.2. Risk Review 45

6.3. Landing the Plane: Tips for Successful Pilots 46

6.4. Scaling to Success 48

6.5. Public Engagement 49

Conclusion 50

Appendix 52

Background and Introduction

State and local governments across the country are rapidly exploring artificial intelligence (AI) tools for tasks ranging from data analysis to chatbots. In research from Ernst & Young, 51% of public sector employees reported using an AI application daily or several times a week, with that number jumping to 64% for federal employees.[1] That report is just over a year old; the number today is likely higher.

At the same time, policymakers are enacting enabling authorities and safeguards. At least 30 states issued guidance on agency AI use through 2024, with additional bills and policies introduced and adopted in 2025, often focusing on creating AI use inventories, conducting impact assessments, establishing oversight bodies, defining use principles, adding procurement requirements, and running pilot projects.[2] 170 state AI laws live on Orrick's live tracker today.

The technology landscape is changing, and it's changing fast.

AI is a generational opportunity for American state and local governments to reimagine public service delivery and dramatically enhance operational efficiency. The road to realizing this potential, however, is fraught with risks to public trust, equity, privacy, and security, alongside ever-changing legislative and regulatory conditions as well as technological capabilities.

To succeed, governments must simultaneously impose top-down guardrails while keeping the door open to strategic bets and experimentation. Ad-hoc experimentation and technology-first initiatives are doomed to fragmentation, wastefulness, and potential harmfulness. Lack of flexibility will cap value capture and increase the gap between private and public sector delivery capabilities.

This document is a blueprint for public sector leaders navigating this transformation. It is designed specifically for municipalities, counties, and states pushing the envelope to leverage AI in a manner that is effective, responsible, and, above all, trustworthy.

1. Ernst & Young: Insights into the Integration of AI in Government (2024)
2. Ernst & Young: Insights into the Integration of AI in Government (2024)

A brief overview:

Section I is designed to help elucidate your organizational strategy and approach towards AI adoption, and ensure that adoption equates to value delivery, rather than technology for the sake of technology.

Section II is a foundational overview of what AI is, how it often works, and what AI isn't.

Section III focuses on governance, risk, compliance, and overall responsibility. This portion is intended to equip you with the terms and practical reference frameworks for driving meaningful impact.

Section IV is about how AI intersects with your current tech stack, how data plays into the picture, the ways that cybersecurity changes when AI is present, and what (if any) moves may be necessary to unlock the full value of AI for your organization.

Section V frames AI adoption as a people-first endeavor and provides concrete references and advice on communication and upskilling strategies.

Section VI covers use-case identification, pilots, broader adoption, and public engagement strategies.

What this is not:

This is not a vendor selection guide.

Who this document is for:

Executives and program owners of local and state government bodies committed to delivering value for the communities they serve.

An important note:

The landscape of AI changes weekly if not daily. Certain things below may be outdated in extremely short order. We will attempt to account for the pace of change, but the authors thoroughly encourage the readers to use their own judgment and discretion with regards to the durability of the below.

Section I: Strategic Vision and Foundational Imperatives

Without a purpose rooted in demonstrable value, the support of strong executive leadership, and a foundational commitment to public trust and clearly defined principles, AI adoption efforts are likely to be a losing battle. Fragmentation, ineffectiveness, and outcomes to the detriment of the public are possible.

Instead, anchor AI adoption firmly within the core mission and value delivery of public service. For adoption initiatives, define a North Star outcome (e.g., "reduce permit cycle time by 25% for residential remodels within 12 months") and cascade goals from it. This north star is a key to successfully attaining alignment and subsequent value from AI adoption.

1.1. Executive-Led, Value-First

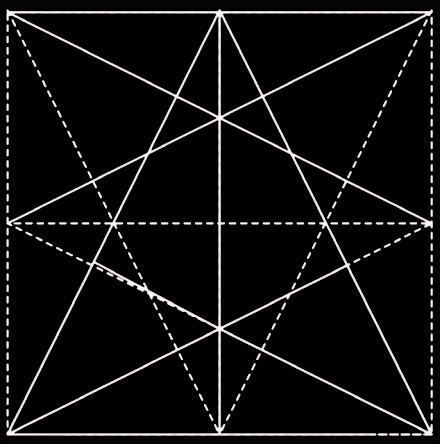
Adoption of AI must be mission-led, rather than technology-led. The first question must be "Why are we using AI?" before considering "What AI should we use?" or "How should we use AI?". A mission-driven approach demands that proposed AI use cases be evaluated against quantifiable public objectives.

We'll use the City of Seattle and their AI adoption methodology as an example. The city's 2025–2026 AI Plan focuses on leveraging AI for clearly defined and publicly stated civic priorities such as public safety, housing and permitting acceleration, trust, and accessibility.[3] Each of these have clear ties to public value and are quantifiable.

Enhancing Public Safety Communications	→ Amazon Bedrock chatbot
Streamlining Permitting Process	→ Zendesk chatbot → AI Plan Review
Increasing Utilities Efficiency	→ Workforce Efficiency → Pipe Assessment
Improving Government Access	→ Online Business Directory → Public Records efficiency
Expanding Data Analytics Availability	→ Chatbot for One Seattle Data Strategy → Performance metrics dashboards
Increasing Employee Productivity	→ GIS problem ticket improvement → Enterprise generative AI solution
Improving Community Support	→ Unified Resident Contact System

3. City of Seattle: 2025-2026 AI Plan

OpenGov



Successful AI adoption rejects technology-led experiments that lack a clear connection to a public need.

Initiatives that address measurable friction points in existing government processes, such as cost, speed, quality, or public experience, are prime use cases for AI adoption.

As you evaluate potential areas for AI use, create a simple intake process to score opportunities along a consistent framework. Route winners to discovery sprints and pilots; route others to backlog, or decline with feedback. Many municipal governments and agencies have annual or semi-annual Strategic Plans. These often declare high-impact, measurable initiatives that are ripe for an AI-first approach, and these priorities often have the benefit of being a major focus for executive leadership.

The utility of AI is typically bound by the quality and relevance of data available. Given that government data often lives in siloed systems, strong executive sponsorship is a key political and administrative catalyst for cutting across interdepartmental frictions. AI initiatives often necessitate cross-agency data sharing, disparate policy rationalization, and dedicated, sustainable funding streams.

To use the Seattle example, an AI-first initiative to streamline Permitting touches Seattle Department of Construction & Inspections (SDCI), Seattle Department of Transportation (SDOT), Seattle Public Utilities (SPU), Seattle City Light, Office of Planning & Community Development (OPCD), Department of Neighborhoods (DoN), Seattle Fire Department, to name just a few. A lone SDCI initiative may have some positive impact, but success is most likely with a champion able to weave across departments, challenge the status quo, and overcome organizational inertia.

The primary value propositions of AI tools are speed, capacity, quality, and risk reduction. Find spots inside your organization where these are bottlenecks – oftentimes due to talent gaps or resource scarcity – and tackle them first. What processes make you and your team groan, sigh, and moan? These processes are the places you are most likely to win.

1.2. Public Trust

The adoption of AI is fundamentally constrained by the fragile currency of public trust.

Public sector leaders do not have it easy; rising public expectations for seamless, responsive, 24/7 digital services clash against a pervasive trust deficit in both technology and government.

Both the broader public and the public sector are generally wary of AI. 75% of state CIOs have significant reservations about the usage of Generative AI in public-facing services, reflecting public fears of data misuse, obfuscated transparency, and discriminatory bias.[4]

This reality dictates that trust isn't just a compliance checkbox or something a public sector leader can ignore. Trust is central to AI adoption, and trust isn't given, but earned. Starting with low-risk, high-impact applications builds confidence and demonstrates value, responsibility, and effectiveness. State plainly how each use case affects a resident and what recourse they have. Most often, the use cases that fit this bucket are internal, departmental day-to-day workflows. Rather than automate an entire aid disbursement program, automating the validation that a given applicant actually resides within your jurisdiction can save your team hours while maintaining a human-in-the-loop at all times.

AI adoption needs guardrails, goals, and principles to be successful. The Ohio Department of Administrative Services (DAS) published a policy articulating its stance on AI usage, where it defined its core principles (based on Gartner research) as:

- **"Fair:** Preventing the exacerbation of systemic disadvantages through AI decisions.
- **Accountable:** Creating effective channels of accountability that establish rights for individuals.
- **Secure and Safe:** Holding regard for the people and organizations affected by AI systems while also maintaining privacy.
- **Explainable and Transparent:** Building trust in AI by working with stakeholders to increase understanding and confidence in the technology.
- **Human-Centric and Socially Beneficial:** Focus on human goals with the intention to be of value to the public."[5]

Seattle's principles are generally similar, and you can view them in Appendix A. Public principles such as these demonstrate empathy for the public viewpoint and skepticism of AI. We strongly encourage you and your government, pursuant to relevant jurisdictional and legislative conditions, to consider publicly committing to a set of principles or guidelines that make sense for your specific situation. Entrusting a key government service in areas such as housing, health, and safety to an algorithm, from the perspective of a resident, can understandably be anxiety-inducing. Making clear what you're doing, how you're doing it, and why goes a long way towards assuaging fears and concerns. Formal adoption (e.g. by executive order, agency policy, or resolution) and wide communication are important. Just as important is adherence to existing principles: many governments already have policies in place, and it is possible you may not be aware of them.

For government, perfect delivery with imperfect technology beats imperfect delivery with perfect technology. Failing to earn public trust in your organizational adoption of AI necessarily results in imperfect delivery. Engage early: brief councils/boards, host resident demos, translate notices, test scripts with community-based organizations, and schedule regular public updates. Public engagement, clear communication about how and why AI is being used, and exceedingly transparent operations are key to getting that trust. Enhanced value delivery and being an effective steward of public funds also translates to improved public trust over time, though trust lags behind delivery. Scaling trust at speed means prioritizing transparency, accountability, and guardrails from the start.

4. National Association of State Chief Information Officers: Harnessing GenAI to Elevate the Citizen Experience
5. Ohio Department of Administrative Services: State of Ohio Administrative Policy on the Use of Artificial Intelligence

1.3. Measure What Matters: Trust, Efficiency, Risk, and Feasibility

In 1.1, we talked about aligning AI adoption to practical value. This portion is about measuring, tracking, and understanding that value.

"Pilot paralysis" happens when promising experiments fail to translate into large-scale transformation. Evaluating and scaling success is hard! What works in the small instance does not always generalize more broadly. To maximize likelihood of substantial, systematic, and impactful success, formal "Return on Investment" (ROI) tracking is critical – it enables you to allocate more resources towards winning initiatives with the highest potential impact. Manage AI initiatives as a portfolio: double down on top performers, and remediate or sunset the bottom bunch.

ROI, as it's understood in financial terms, is not wholly apt to capture the complexity of public sector work. A more holistic approach to understanding the impact of AI initiatives is necessary. We propose the following as key areas to track and quantify, to better inform you and your decision-making stakeholders:

- **Trust and Effectiveness:** Track trust through quantifiable increases in public satisfaction scores, positive shifts in public perception of government responsiveness, and greater confidence in the fairness and integrity of government processes. For effectiveness, capturing improvements (or declines) in the quality and accuracy of government services, such as reduced error rates in benefits calculations, faster and more accurate emergency response, more effective fraud detection, or lower complaint or appeal reversal rates are effective here.
- **Internal Efficiency:** How much does AI improve the efficiency, effectiveness, and quality of life for your team? Measurable reductions in process cycle times, direct cost savings from automation, backlog burn-down, and reallocation of staff time from repetitive tasks to higher-value work are good places to start.
- **Risk Level:** If things go south, how significant is the impact on the public and your organization? Is the use case a one-way door, or is it reversible? Are there methods to reverse adverse impact?
- **Technical Feasibility:** How capable is your team of implementing, maintaining, troubleshooting, and supporting the solution? How much net-new resourcing does the initiative require? Do you have the necessary data readily available? Have other governments done something similar already that we can learn and reuse?

In simple terms: does the public trust you, and are you delivering a higher quality of service? Do you help your staff members spend more time on what matters? Are you responsible in your chosen deployment areas? Does your team have the technical standing to drive success?

Measurability is paramount. This principle applies equally to inputs as it does to outputs. Do your AI adoption pilots follow consistent processes? Do they have clear charters and scopes? Can you tie them back to tangible impact, departmental priorities, and strategic objectives?

Given the nature of government, not every morsel of value delivered via the adoption of AI is able to be tracked quantitatively. Understanding where qualitative factors come into play, such as public satisfaction or the efficacy of a chatbot in explaining a seldom-referenced policy, is important. While these impacts are harder to measure, they are real. As a public servant, it is your job to exercise judgment as to the success, failure, or partial satisfaction of the qualitative goals of your AI initiative.

By measuring what matters, you and your agencies may make more informed decisions about which AI initiatives to pursue, when to double-down, and when to cut ties. Not every effort will be a winner. Transparent communication about successes and challenges builds trust with the public. To communicate transparently, you need to know where you are succeeding and where things aren't going as hoped.

Section I — In Action

For Executives

- → Name and identify your "North Star" outcomes
- → Find and designate a single executive sponsor with authority to cut across departments
- → Approve a standing intake and triage process (detailed further in 6.1)

For Implementers

- → Work with executives to align North Stars to high-impact, low-risk business areas
- → Design and publish the use case intake and triage process
- → Help select pilot use cases and define 3 to 5 success metrics per pilot

Section II: What AI Is, and What AI Isn't

You do not need to be an expert in the domain of artificial intelligence to successfully incorporate it into your organization, much as you do not need to be an expert in the internet to deliver meaningful value to your community via webportals and online payment. However, a high-level understanding of what AI is, how AI works, and what AI is good (and bad) at is helpful in creating a fruitful environment for AI adoption.

2.1. Decoding the Alphabet Soup of AI

The terms AI, ML, GenAI, CV, and LLMs stand for Artificial Intelligence, Machine Learning, Generative Artificial Intelligence, Computer Vision, and Large Language Models, respectively. These are related technologies, living within the same conceptual "family tree."

Under U.S. law, AI is defined as "a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments. Artificial intelligence systems use machine and human-based inputs to (A) perceive real and virtual environments; (B) abstract such perceptions into models through analysis in an automated manner; and (C) use model inference to formulate options for information or action." [6]

Legalese, however, is perhaps not the most effective way to understand AI. In practice, AI is a catch-all term for a number of different technologies that perform tasks we would normally associate with human intelligence, such as recognizing patterns, making decisions, or understanding language. AI can be as simple as a smart thermostat that adjusts a building's temperature automatically, or as advanced as self-driving vehicles that scan and respond to their surroundings in real time.

ML, as defined by law, is "an application of artificial intelligence that is characterized by providing systems the ability to automatically learn and improve on the basis of data or experience, without being explicitly programmed." What this means is that ML systems "learn" from historical data by finding patterns they can use to better understand new data. A common example is your email spam filter: over time, it improves by observing which messages you mark as spam and which you don't.

Computer Vision is a specific type of ML focused on identifying things from visual inputs. Example uses cases are:

- → Image classification — "Is this a stop sign?"
- → Object detection — "Where are the cars in this photo?"
- → Segmentation — "Outline the buildings and roads in a satellite image."
- → Optical character recognition (OCR) — "Read the text in this scanned permit application."

6. National Artificial Intelligence Initiative Act of 2020: 15 U.S.C. § 9401

Some ML is only used to classify: for example, ML may be used for classifying the condition of a resident's 311 message as "happy" or "angry." GenAI takes it a step further by creating new outputs based on the classification; it may write up a short brief on how to remediate the resident's service requests. Generative AI is a particular subset of ML that refers to algorithms that can create text, images, videos, audio, or other mediums.

Large Language Models (LLMs) are a specialized form of generative AI focused on understanding and generating human language. LLMs, such as ChatGPT, Gemini, or Claude, are trained on massive collections of text to learn how words, phrases, and meanings relate to each other.

They don't "think" but instead "predict" the next most likely string of words based on the words that came before.

LLMs represent words and concepts as math. For example, the "mind" of an LLM looks something like:

→ Queen = King (-) Man (+) Woman

→ Paris = France (+) Capital (+) City

While legalistic representations of these concepts matter for procurement and policy procedures, steer away from them in practical deployment and in staff conversations. Explaining AI, ML, and LLMs in an approachable way is possible, and your teammates will appreciate clarity around these technical terms.

2.2. AI in Practice

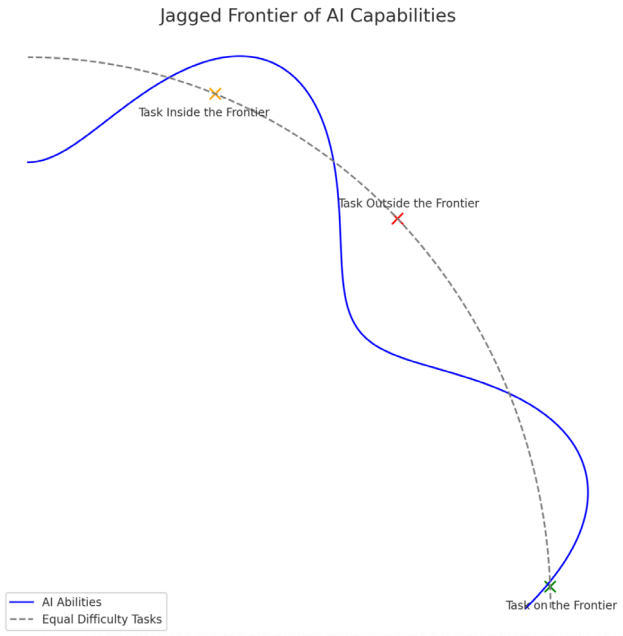
AI is far from perfect, and each output should be inspected carefully. Notably, LLMs in particular have historically struggled with simple math and relatively basic questions such as "How many Rs are in the word strawberry?" (they usually say 2 Rs).[7] Latest developments have made improvements on both of these examples, but the point remains: LLMs fail in surprising and often unintuitive ways. LLMs are constantly changing, and while they generally improve over time, regression or changes in performance can occur when new models are introduced.

The Jagged Frontier, a term coined by a team of researchers from Harvard Business School and the Boston Consulting Group, accurately describes this phenomenon of LLMs being superhuman on some tasks and wholly inaccurate on other tasks of seemingly similar complexity.[8]

What LLMs are superhuman at can, relatively succinctly, be described as understanding and generating huge amounts of text in a very short time period. This enables people to interact with data, documents, and systems in a conversational manner. In practice, this helps with automating writing text, summarizing pages, answering questions, and translating language (both across languages and across levels of complexity). To discover what tasks are most relevant for LLMs, testing outputs against human-generated responses will reveal where LLMs are "inside the frontier" (leading to big wins) vs. "outside" (meaning human-first is optimal). When evaluating AI tools, A/B test tasks between human and AI outputs to locate what's "inside the frontier" (automate/augment) vs. "outside" (stay human-led).

To start, your team will likely gain the most return-on-time from focusing on prompt engineering. Prompt engineering is simply the term used for rephrasing and rewording queries or statements to an LLM to elicit a desired response more effectively. Over time, staff will shift away from prompt engineering and more to a concept called context engineering: the creation of durable knowledge bases (policies, SOPs, definitions, data dictionaries) that give models institutional memory that persists beyond a temporal chat window. This improves consistency, reduces hallucinations, and makes outputs auditable.

If you're eager for a deeper crash course on LLMs, Andrej Karpathy – a founding member of OpenAI and former director of AI at Tesla Motors – put together a short one-hour video that breaks things down concretely and concisely.[9]



7. Amanda Silberling, TechCrunch: Why AI can't Spell 'Strawberry'
8. Ethan Mollick: Centaurs and Cyborgs on the Jagged Frontier
9. Andrej Karpathy: Intro to Large Language Models

2.3. What AI Isn't

AI, ML, LLMs – these are tools. Like any other tool, they can be used to achieve great things, and they can also yield unexpected and serious consequences if used poorly.

AI is not a replacement for human intelligence. AI is most effective when it augments staff on existing workflows.

To get practical: your local Department of Public Works likely manages on the order of hundreds of work orders per week, to fix things like a broken park bench, sidewalk graffiti, or an inoperable stormwater runoff. Today, someone in that department often has to manually assign a person to go check in on those issues. People get busy, problems pop up, and oftentimes, those assignments aren't assigned in the most efficient order or to the most relevant party – it may make sense for the employee to check in on the bench, graffiti, and runoff in that order due to location, transit conditions, and issue severity, but the order that the employee gets assigned could be in reverse. AI, provided with data such as the issue's location, historical incidents, current field employee locations, and resources on hand, can help your administrator optimize the schedules of the field worker and give meaningful time back to solve more issues.

AI and the adoption of AI depends on much more than just the "raw" AI model. The model layer (frequently an LLM) can be thought of as infrastructure. When you take on a courthouse renovation project, you don't typically design your entire project around the pre-existing electrical wiring in the courthouse!

Deployments will typically focus on a workflow. The typical tech stack looks something like this:

- → **Model:** The math algorithm that generates or classifies (e.g., an LLM).
- → **API:** A controlled doorway to and from the model. This is how AI usually receives data and transmits data to an Application.
- → **Application:** This is the business- and user-facing product, often one you already own. Applications usually use an API to talk to a Model and receive information from a Model.
- → **Workflow:** This is where people and policies meet software. Your SOPs, controls, and evidence trails from your Application are all part of the Workflow.

Early on, you're most likely to engage with AI via the Application layer. These may be embedded features in your SaaS tools or net-new SaaS toolings (like ChatGPT, Claude, or Gemini). There are a handful of reasons for this: procurement at the Application layer typically provides the greatest security and reliability benefits while also having the lowest time-to-value. We'll detail this more in section 4.3.

AI is not perfect. AI isn't an excuse to not look at the outputs of ChatGPT before copy-pasting them into an email. Just like we're responsible for an errant typo caused by autocorrect in a text or email, people are responsible for the distribution and authorization of AI-generated responses and actions.

Section II — In Action

For Executives

- → Align on shared vocabulary; endorse the Model→API→App→Workflow mental model.
- → Leverage embedded AI features in existing tools for early value.
- → Green-light one or two low-risk internal pilots to build muscles.

For Implementers

- → Share a one-page "Architecture 101" internally; set up a glossary.
- → In pilots, A/B-test LLM tasks to locate "inside the frontier" work; move from prompt to context engineering.
- → Document limits and escalation (human handoff) for early pilots.

Section III: Governance, Risk, Compliance, and Responsibility

With a strategic vision in place, executive backing, and an understanding of the strengths and weaknesses of AI, the next step is constructing the administrative, legal, and operational architecture to guide, govern, and control your programs in a responsible manner. Effective governance means translating strategic intent into action.

You may hear the terms "Responsible AI," "Safe and Secure AI," "Trustworthy AI," or some variation thereof thrown about. In practice, these are not static states of compliance. From program conception to post-deployment monitoring, managing AI responsibly, safely, and in a manner conducive to building public trust is an ongoing exercise.

More and more governments are adopting AI policies.

In 2024, Utah's Artificial Intelligence Act (SB 149) created a first-in-the-nation Office of AI Policy with authority to craft AI regulations and transparency measures.[10] The AI Commission of the Delaware legislature recently launched its own testing environment for AI innovation.[11] The Governor of North Carolina announced an Executive Order to stand up a statewide AI framework in 2025, including an AI Leadership Council, an AI Accelerator program, and oversight teams in each agency to manage AI use.[12]

3.1. Governance Structuring

With principles in place, agencies need a robust governance model to enforce those principles and oversee AI activities. Governance ensures there is accountability, interdisciplinary perspective, and senior-level visibility for AI use. Without clear governance, AI efforts can become ad hoc or risky; a recent survey found 48% of government employees view unclear governance frameworks as a primary barrier to AI adoption, the most-often reported barrier.[13]

Your specific situation is different from that of your neighbors. There is no one-size-fits-all approach to prescribe here. That being said, there are a handful of well-tested models that may be applicable to you and your organization, contingent on the context, scale, and maturity of your government entity.

10. Utah State Legislature: S.B. 149 Artificial Intelligence Amendments
11. Delaware Office of the Governor: "Delaware Launches Bold AI Sandbox Initiative, Cementing Its Role as a National Leader in Responsible Tech Innovation,"
12. North Carolina Office of the Governor: Executive Order No. 24: Advancing Trustworthy Artificial Intelligence That Benefits All North Carolinians
13. Ernst & Young: Insights into the Integration of AI in Government (2024)

The two primary models we see succeed most often are:

Centralized AI Center of Excellence (CoE):

This model consolidates deep expertise, resources, and decision-making authority into a single, dedicated team.[14] A centralized CoE tends to be highly effective in the early stages of AI adoption, as it can enforce consistent standards and prevent effort duplication.[15] A federal government reference point is the U.S. General Services Administration's (GSA) AI CoE, which provides organization-wide services such as use case discovery, governance assessment, and strategic support.[16] This approach ensures strong control and consistency, but leaves room to be desired with regards to ground-level innovation. Oftentimes, the natural locus of a CoE is the function most closely associated with the task at hand; in our context, this likely is in the realm of the CIO, CDO, or CAIO of your organization.

Federated or "Hub-and-Spoke" Model:

This model strikes a balance between central oversight and departmental autonomy. A central governance body (the "hub") is responsible for setting enterprise-wide policies, standards, and strategic direction, while individual departments (the "spokes") have their own data or AI coordinators responsible for implementing these standards within their specific operational context. The governance structure of Salt Lake County, Utah's central Technology Advisory Board sets overarching guidelines, while a cross-functional working group makes recommendations and each county agency has a dedicated data coordinator.[17] This model leverages localized expertise while maintaining enterprise-wide alignment, making it well-suited for large, complex organizations with diverse needs.[18] For example, the State of Ohio's new AI policy created a multi-agency AI Council to oversee AI use statewide, including members with legal expertise, data analytics skills, privacy and security officers, IT leadership, and business domain representatives, as well as liaisons from the Governor's Office and central IT agency; this approach is closer to the federated, hub-and-spoke model.[19]

Seattle takes an approach closer to a Center-of-Excellence, placing most responsibility in existing structures like the Mayor's IT Subcabinet.[20] The State of Mississippi operates similarly, with the Mississippi Department of Information of Technology Services at the core, working in conjunction with designated agency-specific representatives.[21]

14. KPMG: An executive's guide to establishing an AI Center of Excellence
15. Microsoft: Establish an AI Center of Excellence - Cloud Adoption Framework
16. General Services Administration's (GSA) Centers of Excellence (CoE): Artificial Intelligence
17. Salt Lake County Council's Code of Ordinances: Section 2.98.010
18. McKinsey & Co.: A data leader's operating guide to scaling Gen AI
19. Ohio Department of Administrative Services: State of Ohio Artificial Intelligence (AI) Council Charter
20. City of Seattle: Community Technology Advisory Board
21. Mississippi Office of the Governor, Executive Order No. 1584

While other organizational models exist, such as a primarily decentralized model, the unique nature of public sector work and the necessity for transparency tends to limit the scope of practical models to the duo above. Regardless of the model chosen, your organization must clearly define ownership and accountability. This may reside in new key roles, such as a Chief AI Officer (CAIO) or a dedicated cross-functional AI Governance Board, or within existing frameworks and organizational structures such as under the remit of a Chief Data Officer, Chief Information Officer, or Chief Technology Officer. CISOs and CLOs are also often critical partners in the journey to AI adoption; security and legal compliance are table stakes towards ensuring a successful program that builds public trust and delivers meaningful value to the public. True agency program owners (such as in, say, a Human Services Department) are important in governance; they bring business context, help identify use cases, and will be responsible for implementation and day-to-day management once deployed. Having program stakeholders at the table ensures that AI projects solve real problems and that operational staff buy into the outcomes.

Whatever the format, the governance body should be empowered to: approve or reject high-risk AI use cases, set AI policies and standards, and monitor implementation. Ideally, it operates at a senior level (CIO/CTO or deputy director–led) to signal the importance of AI oversight.

In both centralized CoE and federated models, organizations often falter at incorporating the ground-level feedback from the primary users of AI tools. Ensuring bidirectional – not just top-down – feedback, learning, and direction is critical.

A key juncture in any governance model is the location of AI use case intake and approval workflows. Whether this sits in a centralized governance body or autonomy is granted closer to the business is left up to your organization's discretion, or whether there are varying approval layers for different impact (and risk) thresholds may vary. AI spellchecking may not necessitate the guardrails necessary for benefit eligibility or public safety applications.

3.2. Policies in Practice

While the exact governance structure may vary, a cornerstone of an effective AI adoption regime are standardized, organization-wide policies (and enforcement of said policies). They serve as the primary instrument for communicating expectations, establishing clear guardrails, ensuring consistent behavior, and staving off misalignment. Public trust is built via consistent and transparent adherence to policies.

The State of Delaware's Generative Artificial Intelligence Policy provides an extremely practical template for a straightforward, lightweight, plainspeak document.[22] Similarly, the GovAI Coalition and the City of San Jose recently published a templatized AI Governance Handbook, accessible here. Make sure to check for existing rules, regulations, and policies; you may already be subject to existing policies!

Policies both define what "good" looks like and help make that goodness routine. The surface area here covers but is not limited to:

Scope: The policy must clearly state when and to what parties it applies to. For example, all employees? Contractors? Other users of the government's computing resources? Does it apply on personal or government-issued devices?

Acceptable Use: The policy must clearly define the context and purposes for which AI tools may be used, likely exclusively for official government purposes. Explicit prohibition of attempts to use personal accounts or devices to circumvent established safeguards is suggested.

Data Handling and Security: The policy must enact a clear and unambiguous prohibition on entering any confidential, sensitive, or personally identifiable information (PII) into public-facing, consumer-grade AI tools. This single rule, and its proactive enforcement, is a powerful defense against inadvertent and material data breaches. Your organization likely has existing data and security considerations, and an effective AI policy either echoes those approaches or bolsters them further. Standard security requirements such as single sign-on and least-privilege access should be defaults, if they are not already. AI introduces new attack vectors such as prompt injections and malicious connectors; using tools that enable prompt and output logging and auditing helps minimize these risks.

22. State of Delaware, Department of Technology and Information: Generative Artificial Intelligence Policy

Vendor Contract Essentials: Make sure your organization owns the rights to data input into an AI system, with the ability to force deletion of said data. Vendors often have the ability to opt-out of your data being used for training; no such capability should be a non-starter. SLAs, subprocessor disclosure, and security (SSO, RBAC, encryption) are likely common practice in your standard vendor contracts, and you should expect no difference from AI vendors.

Transparency and Accountability: A common policy practice is to mandate that all AI-generated outputs are 1) clearly labeled as such and 2) are able to be attributed to a human who attests to the content of said output. These efforts combat AI "hallucinations" (incorrect outputs) and help to maintain public trust in government usage of AI tools. LLM-based tooling, in particular, is difficult to associate outputs with causal inputs; ergo, LLM-based tools are most apt for use cases where the cause of an output or decision is not a critical component. Label outputs to end-users and require human attestation for resident-impacting actions

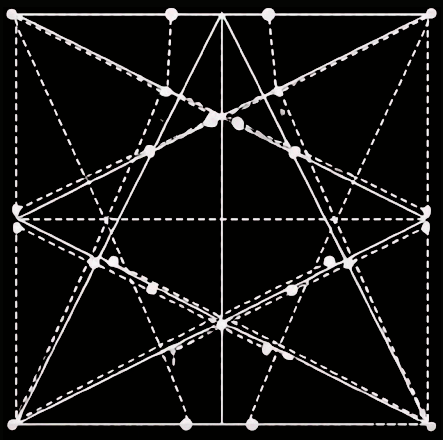
Testing and Evaluation: Before deploying AI tools into scaled, live environments, having a robust and methodical approach to evaluating the suitability and success of AI tools is essential. As noted in Section 1.3, clear alignment between an AI tool pilot or production program and stated, measurable value delivery goals keeps all parties involved on the same page with regards to the success – or failure – of AI adoption. Evidence of value before mass rollout lessens the frequency of failed launches. Prove before scale.

Importantly, not all AI tools are created equal, and thus it often makes sense to clarify and separate tiers based on the impact and sensitivity of a given AI tool's use case. The Delaware policy distinguishes between "Public GenAI" (consumer-grade tools like free versions of ChatGPT, Gemini, and Claude) and "Enterprise GenAI" (tools procured with contractual data protections), and each class has its own set of regulations and policies.

Rather than purely vendor logo-based, risk-based classification at the use case level is a similarly useful heuristic. AI used to orchestrate health services tends to have a more significant public impact in the event of errant outputs than, say, AI used for internal memo drafting, and thus would merit a higher "Risk" classification and more stringent security and data regulation. As the potential impact on the public rises, so does the level of testing, transparency, and human review.

While many are familiar with LLMs via consumer-facing AI products, you and your team may be surprised to learn that many of your existing outsourced technology and software solutions presently (today!) have AI features and capabilities embedded.

A holistic evaluation of the features and functionalities offered from your existing tech stack and vendors is worthwhile, as is deepening the level of engagement your organization has with your account or customer success manager. There are likely key new capabilities that your team is not yet using to their fullest potential that would mitigate the need to procure new tools.



An effective AI policy is not an IT document.

An effective AI policy is an enterprise risk management instrument. Provisions on data handling impact every employee; tool classification creates new and critical requirements for procurement and legal departments to vet vendors; human attestation mandates impose new operational responsibilities on both managers and individual contributors.

A simple “acceptable use” document causes an organization to underestimate its scope, failing to secure the cross-functional buy-in necessary for enforcement.

3.3. Risk Management Frameworks

Disciplined, repeatable, and defensible risk assessment processes exist to help you and your organization on your journey. The most frequently used is the AI Risk Management Framework (RMF) from the National Institute of Standards and Technology (NIST), a U.S. Federal Government body with a mission to "promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology..."

The NIST AI RMF is intentionally designed to be sector and use case agnostic, meaning it's applicable to your government and organization. It succeeds in tying abstract principles (e.g. "transparency") to concrete activities.

We encourage you to review the NIST AI RMF in full, but to capture the spirit of it, below are short summaries of the four core functions.[23]

GOVERN: Foundational and continuous, GOVERN is about building a sustained culture of AI risk management, defining the processes and documentation to anticipate, assess, and remediate impacts, and aligning day-to-day work with organizational mission, values, policies, and risk tolerance. GOVERN spans the full AI lifecycle, from inception and acquisition through deployment, monitoring, and decommissioning.

→ There are six main GOVERN pillars: (1) policies/processes (incl. legal duties, trustworthiness, tolerance, review, inventory, safe retirement), (2) accountability & training (clear roles, comms, exec ownership), (3) DEIA across the lifecycle (diversity and human oversight), (4) risk-aware culture & transparency (safety-first mindset, documentation, testing/incident sharing), (5) external engagement & feedback loops, and (6) third-party/supply-chain risk controls.

MAP: MAP delivers the context and identification of risks (who and what is involved, how the lifecycle operates, and preemptively quelling blind spots) – to manage risks, one must know the risks. MAP is focused on gathering information, validating assumptions, and getting to go/no-go with AI. MAP outputs are MEASURE and MANAGE inputs.

→ MAP has five pillars: (1) context, purpose, users, impacts, laws, mission, value, risk tolerance, and requirements, (2) tasks, known limits, data integrity, and oversight opportunities, (3) costs and benefits, scope, operator proficiency, and oversight processes, (4) component (e.g. third-party) and internal risks, and (5) probability and scale of impacts as well as feedback loops.

MEASURE: Analyzing, assessing, and tracking risks – in other words, to MEASURE them. Risks are quantitative, qualitative, and cross-cutting, and they appear before, during, and after deployment. Reporting, documentation, public benchmark comparison, independent review, and feedback loops are key to MEASURE successfully.

→ Four pillars make up MEASURE: (1) prioritization of key risk metrics, assessment of metric fitness and controls, inclusion of independent opinions and impacted groups, (2) testing, evaluation, verification, and validation of AI systems, including performance, reliability, safety, security, transparency, privacy, fairness, (3) people, processes, and documentation surrounding risks, (4) context-specific assessment of deployment results.

MANAGE: Resource allocation and prioritization, response and recovery plans, risk treatment and mitigation, and incident communication make up the bulk of MANAGE.

→ Like MEASURE, MANAGE has four pillars: (1) qualifying success and failure, as well as prioritizing and responding to risks, (2) minimizing harms and maximizing benefits of resources both AI and non-AI, (3) third-party stewardship, and (4) post-deployment monitoring, recovery, feedback, and communication.

23. National Institute of Standards and Technology: AI Risk Management Framework

3.4. Humans in the Loop

As referenced in 2.3, we are responsible for autocorrect typos in our emails. Humans are similarly held responsible for the outputs of AI. In government and the broader public sector, keeping a human-in-the-loop is critical to ensuring public trust.

The term "Human-in-the-Loop" refers to having a human sign-off before the output of an AI system is accepted. In practical terms, it's ensuring that a human reviews – and authorizes – an AI's opinion of a permitting application, RFx response, bank-reconciliation vendor identification, infrastructure or asset condition, etc.

Keeping a human in the loop brings two key benefits.

One is that the humans on your team have incredible insight, clarifying context, deep experience, and unreplicable domain expertise that AI systems cannot and do not have. AI may look right at first glance, but humans provide the nuance necessary to making key decisions that impact the health, wealth, and safety of the public.

The other is that AI can't be held accountable, but humans can. Aligning a human to be responsible for reviewing and signing off on (or editing) AI and LLM-generated outputs ensures that said human has proverbial skin in the game.

There may be sporadic use cases where you don't necessarily need a human to review all AI outputs; for example, a "chat with my budget book" feature likely doesn't need your budget analyst to sign-off before an inquiry receives a response. This is most likely to be in use cases where AI outputs do not materially impact the livelihood of a member of the public. For any tangible case where an AI output could impact that livelihood, keeping a human responsible for reviewing, revising, and affirming AI-generated outputs is essential.

There are a few ways to think about human guidance:

- → **Human-in-the-Loop:** AI systems can propose actions (e.g. "Approve Fund Disbursement"), but cannot proceed without explicit approval from a human operator with appropriate permissions. This is maximum AI oversight, most appropriate for critical decisions like payments, regulatory approvals, and terminating benefits.
- → **Human-on-the-Loop:** AI systems operate autonomously, but a designated human actively supervises real-time performance and can override or intervene at any moment. This model is common in monitoring and predictive applications, like facilities security dashboards.
- → **Human-over-the-Loop:** AI systems make decisions and execute them autonomously, with humans reviewing decisions after the fact for quality control, auditing, and system improvement. This is prime low-risk, high-volume decisions where real-time intervention is impractical; use cases like "chat with your budget book," "summarize this public meeting agenda," or "find me open tennis courts to book" are in this bucket.

The appropriate oversight approach is contingent on the risk profile of the use case, demonstrated capabilities of the AI system, and resources of your organization.

Public trust is built less on a technical understanding of how an algorithm works and more on a clear understanding of the rules, human oversight, and recourse mechanisms that govern its use. Public primary concerns center on data misuse, decision-making opacity, and the ability to appeal a decision. Publishing your AI policies, lists of approved systems and what use cases they help with, and clarifying the human oversight processes is the best path towards building trust.

3.4.1. What Good Looks Like in Practice

Do's	Don'ts	Compliance Risks
Require human attestation before any resident-impacting action (payments, eligibility, enforcement).	Allow fully autonomous final decisions on benefits or sanctions.	Due process challenges; unequal treatment claims.
Label all AI interactions, and provide an opt-out or human escalation path.	Embed AI silently in resident-facing flows.	Transparency violations; records/ appeal exposure.
Publish community-facing catalog of AI use cases in pilot and in production.	Obscure ways your organization is using AI.	Legal and policy violations; loss of community trust.
Use embedded AI features in systems of record where audit trails already exist.	Move sensitive data to consumer tools without comprehensive data privacy protections.	Data handling policy breaches.

3.5. Records, Public Disclosure, and Retention for AI Artifacts

Pay careful attention to relevant public records laws and determine in what cases AI-generated content or AI-assisted decisions constitute a public record. AI systems that produce reports, recommendations, or communications, are generally subject to the same disclosure rules as human-created ones. Retain these communications much as you would similar communications developed entirely by humans.

Decide in advance how you will store, retain, and disclose them. Many government-focused vendors with embedded AI tooling will automatically store these outputs much as they do other artifacts created in the usage of their application. However, certain types of AI-related data – prompts, outputs, model/system messages, configuration files, evaluation reports, incident logs, and interaction transcripts – may need extra discretion, depending on legislation that applies to your organization.

As you clarify what data you need to retain, mapping them to existing retention schedules provides uniformity of accessibility. When unclear, loop in your legal counterparts. Similarly, engaging with your legal team on appeals and disclosure procedures and workflows early on ensures cross-functional alignment. Publish your inventory and disclosure posture, so that requestors know what exists and how to ask for it.

Section III — In Action

For Executives

- → Stand up an AI governance body (or align work with an existing one); approve policies on public AI labeling and human attestation.
- → Adopt clear and unambiguous Risk Management Frameworks.
- → Mandate transparent inventories and quarterly updates.

For Implementers

- → Publish an AI use inventory; implement access, logging, and retention rules.
- → Adopt and implement those clear RMF practices for use case reviews.
- → Adapt the Do/Don't/Compliance checklist in 3.4.1 to map operational guardrails for your specific context.

Section IV: Foundational Technology and Security

The principles of "garbage in, garbage out" are particularly pertinent to the data and infrastructure required for building and deploying successful AI systems. The inverse is true, too: good in, good out.

Many governments are in the midst of revitalizing foundational technical infrastructure such as ERPs, HRISs, and workflow software. Luckily, modern, secure, cloud-based SaaS vendors tend to offer cleaner datastreams and operational intelligence than their predecessors. To fully take advantage of the utility of AI, there is a prerequisite investment necessary in sophisticated and sufficiently consolidated core systems. As a general rule of thumb, the more disparate your systems, the more difficult it will be to unlock leverage from AI.

4.1. AI-Ready Data

AI is dependent on data. Fragmented data silos, poor data quality, and weak data governance stall progress.

Successful AI adoption rests on a foundation of good data. Most of today's buzz around AI is focused on Generative AI, and this in particular is reliant on comprehensive, accurate, labeled, high-quality data. AI is only as effective as the quality and relevance of the data it is built on. Data availability is a frequent bottleneck facing public sector AI initiatives as they move along the maturity curve from pilot to production. To reap the fullness of benefits that AI brings, your organization must invest in data governance and management practices that make them "AI-ready." This includes having well-defined data inventories, addressing data privacy and quality, adding metadata, and facilitating appropriate data sharing across silos. In the federal Department of Health and Human Services' Plan for Promoting Responsible Use of Artificial Intelligence in Automated and Algorithmic Systems by State, Local, Tribal, and Territorial Governments in the Administration of Public Benefits, high-quality data is the second-most critical enabler of AI adoption, behind only baseline IT infrastructure.[24]

Your government is likely already on the journey to treating its data like a strategic asset; the states of Arizona and Kansas named their first Chief Data Officers in 2024, alongside cities like Rochester and Honolulu.

Recognizing data not as a byproduct but as something with intrinsic value requires aligning people, processes, and technology in service of your organization's mission. Organization-wide data governance policies and procedures are a bedrock for establishing and enforcing policies to ensure data is high-quality, accessible, reliable, and secure. While few governments have the "holy grail" of truly unified data management across all systems, given the remnants of data silos, the trend towards government consolidation on fewer platforms leads to greater ability to leverage interconnected structured and unstructured data.

24. U.S. Department of Health & Human Services: Plan for Promoting Responsible Use of Artificial Intelligence in Automated and Algorithmic Systems by State, Local, Tribal, and Territorial Governments in Public Benefit Administration

Some key data principles are consistent across organizational scope and size:

Data Cataloging: Knowing what data you have (and its characteristics) is vital. Oftentimes, organizations leverage a data catalog: essentially, an inventory of datasets, including their source, owner, schema, quality metrics, and any usage restrictions. This helps your team and partners find suitable data for feeding into AI tools. Additionally, AI-tools now exist that make this process easier than ever; leveraging AI to help you achieve AI-readiness is a handy trick you may be able to leverage.

Data Privacy and Classification: Not all data is equal – some are highly sensitive (personal data, health records, law enforcement data) and some are public. Implement a data classification scheme (e.g., Public, Internal, Confidential, Restricted) and ensure your internal teams and vendors know the classification of any data they plan to use. Many jurisdictions have such policies already; tie AI policies into them. Agencies should also ensure compliance with laws like HIPAA, CJIS, FERPA, etc., when using data for AI. Privacy Impact Assessments (PIAs) are a useful tool to evaluate how an AI might use personal data and how those risks are mitigated (e.g., de-identification, aggregation, or consent).

Data Quality: AI models need high-quality data. Good data governance means including processes for data cleaning, deduplication, and updating. Consider establishing master data management for key entities (persons, addresses, businesses) so that AI models have consistent reference data. Metadata is important: document data lineage (where it came from) and any transformations applied. During the pilot stage data prep, involve domain experts to validate that the data makes sense. An often-cited industry stat is that data scientists spend 80% of their time cleaning data – investing in better data pipelines can reduce that burden and speed up AI projects.

Data Sharing: Many high-leverage AI use cases require combining data from multiple departments or agencies. For example, a city might want to use health, housing, and social service data together to predict and prevent homelessness risk, but those data sources sit in different silos. Overcoming these silos is as much a governance challenge as it is technical. Establish sharing frameworks to allow for controlled sharing for approved uses. Some states may have central data exchanges or integrated data systems for cross-agency analytics which are ripe for AI to leverage.

Data Minimization: Collection, processing, and retainment of only data strictly necessary to accomplish a specific, defined purpose is core to leveraging data effectively. There are two primary reasons for this: 1) a glut of data actually makes it more difficult to derive value from said data, and 2) engendering public trust and goodwill is contingent on government actions being rooted in value and mission first and foremost.

Data Anonymization: Governments deal in both the most sensitive and the most accessible forms of data. For instances where your organization works with and encounters personally identifiable information (PII), techniques such as data masking, redaction, and tokenization may be used to remove and obscure personal identifiers.

Synthetic Data: A rising data category, synthetic data is the usage of data that mimics the statistical properties of – but importantly, is not – real-world data. For example, generally representative synthetic property valuation data can be used to help an assessing department more quickly and equitably assign real-world valuation metrics.

Secure Data: Data used in AI systems, particularly sensitive data, needs to be governed with robust security controls. Role-based access and data encryption are starting points to ensuring the safety of public data.

Healthy data regimen directly improves AI readiness. Without unified data standards and staff understanding their roles in data governance, the promise of intelligent services cannot be realized. Getting your data house in order is perhaps the most time-consuming but critical step to leverage AI at scale.

It may make sense to take a step back and undertake an "AI-readiness data initiative" prior to pressing forward on AI adoption, depending on the present state of your data. Beyond being beneficial for AI, such a step improves reporting, interoperability, and evidence-based decision-making broadly.

Data is the fuel for the AI engine. If you want to drive a Bentley, make sure your fuel is high-grade.

4.2. Security and Cybersecurity

AI brings with it new and unique vulnerabilities that traditional security postures don't adequately address. More, different, and novel points of failure, from data pipelines to model outputs, exist and must be secured. Traditional IT security (protecting data, servers, networks) remains essential, but AI brings additional concerns: adversarial attacks on models, data poisoning, model leakage of sensitive info, and unpredictable behavior under novel inputs. Agencies should extend their cybersecurity and risk management practices to specifically cover AI, leveraging frameworks like the Open Worldwide Application Security Project's (OWASP) guidelines. The objective is to ensure AI tools are as safe and resilient as any other critical system by maintaining confidentiality, integrity, and availability, even in the face of malicious actors or misuse.

1. **Data Pipelines:** As touched on above, good data is critical for good AI. Encryption, role-based access, and securing data while at rest in storage, while in transit as to AI tools, and post-inference is table stakes.
2. **Model Artifacts:** Your organization most likely won't be training AI models. In the event your organization does do so, a trained model represents both a significant investment and weighty intellectual property. These model files must be protected from theft, unauthorized access, or tampering.
3. **Zero Trust:** A "Zero Trust" security model operates on the principle of "never trust, always verify" and is particularly well-suited for AI environments. The default assumption systems make in this model is that breaches exist and all requests are verified as if it originated from an untrusted network. Strict identity verification, least-privilege access, and network micro-segmentation help to limit lateral data movements in the event of a compromise. The Cybersecurity and Infrastructure Security Agency (CISA) has a robust document on Zero Trust, accessible here.[25]
4. **Access Control and Identity Management:** Limiting access to AI systems and their data is doable via your single sign-on (SSO) or identity management solution. This allows you to enforce user roles. For example, if you have an AI that helps analyze case files, perhaps only supervisors could query across the full dataset, whereas line staff only get data on their assigned cases. Ensure least privilege for any AI service accounts – if an AI component needs to call a database, give it only the minimal read/write needed, nothing more.
5. **Data Security and Encryption:** All data fed into or produced by AI should adhere to the same encryption and handling standards as other data. Often, AI projects spin up new data stores (for model training or logging), which must be classified and protected. Encrypt sensitive data at rest and in transit. If using cloud services for AI, understand the cloud provider's security measures and your responsibilities (e.g., using customer-managed encryption keys). Additionally, consider that AI might create new types of sensitive data – for example, model inference logs might indirectly contain personal info or sensitive attributes (if someone queries an AI with personal data, that query might be stored). Treat these logs carefully; sanitize or purge them if not needed. AI also leverages a technique called Retrieval Augmented Generation (RAG); RAG can be thought of akin to a library's Dewey Decimal System for knowledge. Protecting underlying RAG documents requires choosing vector database providers with strong security commitments.

25. U.S. Cybersecurity & Infrastructure Agency: Zero Trust Maturity Model

6. **Monitoring and Auditing:** Robust logging, monitoring, and auditing mechanisms are essential. Collecting, analyzing, and interpreting discussion logs and reasoning traces (which are essentially "LLMs talking to themselves out loud") from all AI systems enables rapid detection and response to anomalies, threats, and policy violations in real-time. Sanitize or purge inference logs that may contain personal data, and classify logs accordingly under your data policy. Additionally, implementing API rate-limits for APIs that both write to and read from your systems ensures that, in the event of a malicious attack, your team gains time to respond.

7. **Threat Modeling:** During the design phase, conducting a threat assessment tailored to the given use case allows for the development of contingency plans. What could go wrong if someone intentionally tries to manipulate this AI? For example, could someone feed malicious inputs to an AI chatbot to make it produce disallowed content or reveal confidential information (prompt injection attacks)? Could someone spoof or manipulate sensor data going into a computer vision model used by traffic management? Could an external actor query an AI repeatedly to infer proprietary training data (model inversion attack)? These scenarios are not hypothetical. By identifying threats, you can design controls: input validation and filtering, rate limiting on APIs, or not including sensitive data in training when possible.

8. **Adversarial Attack Defense:** AI systems present new vulnerabilities. Concepts like prompt injections, data poisoning, and jailbreaking are new and require a different approach to security measures, including pre-prompt filtering, content sanitation, and logging. MITRE's Adversarial Threat Landscape for Artificial-Intelligence Systems (ATLAS) provides a more comprehensive look at these new threat vectors.[26] Tactics for defense could include:

   - → Input and Log Governance: Sanitize inputs for known exploits (code injection, extremely long text, etc.). Treat interaction logs as sensitive, and set retention limits. Offer log exporting for audits and appeals. For text-based LLMs, use content filters to prevent certain outputs (most major LLM providers offer toxic content filters – use them).
   - → Red-teaming: Especially for public-facing usage, test LLM-based products deeply and thoroughly before deployment.
   - → Rate Limiting and Monitoring: Detect unusual usage patterns that could indicate someone trying to game the AI. For instance, if a user is trying thousands of slight perturbations of an input (possible model extraction attempt), flag and block that activity.
   - → Fallback Modes: If you detect the AI is being exploited or is malfunctioning, have a way to automatically or manually disable it or switch to a safe mode (for instance, the chatbot stops generating free-form answers and offers to connect to a human).

Treat AI systems as first-class stakeholders in your cybersecurity program. They might not be traditional software, but they can be attacked or can behave unexpectedly. Proactively applying security best practices (like those from OWASP and MITRE ATLAS) and regularly stress-testing your AI will significantly reduce these risks.

26. MITRE Corporation: ATLAS (Adversarial Threat Landscape for Artificial-Intelligence Systems)

4.3. Modernizing the Technology Stack

Effectively leveraging AI requires thoughtful choices about your systems of record and core technology providers. Striking the balance between deployment speed, customization, configurability, and control is a tight needle to thread. Three primary AI consumption patterns, or service models, dominate the landscape today:

Software as a Service (SaaS): These are solutions that are often live on the cloud, are billed on an annual or monthly basis, have medium-to-long contract durations , and may be priced per-user, population, or budget size, with infrequent but not unseen usage-based pricing for AI-heavy use cases. Most solutions you and your organization use every day are likely SaaS: products such as Google Workspace, ChatGPT, your ERP, or your computer-aided dispatch software fall under this bucket. The systems of record your organization uses are most likely SaaS offerings. SaaS is characterized by relatively low requirements of technical expertise and implementation burden.

Platform as a Service (PaaS): These are extensible development platforms, such as AWS Bedrock, Google Vertex AI, Palantir Foundry/AIP, that provide pre-built models, tools, and services for building and deploying custom AI applications and agents. PaaS trades off ease-of-use in favor of a greater degree of control and customization than SaaS. Typically, technical expertise and in-house engineering capabilities are required to effectively leverage PaaS offerings. Unlike SaaS, PaaS systems typically bill based on usage and consumption of their services.

Infrastructure as a Service (IaaS): IaaS provides the most granular control, with access to fundamental computing resources like virtual machines and graphics processing units (GPUs). IaaS is appropriate for highly specialized use cases, such as training custom, large-scale models from scratch, or for situations with extremely stringent data residency or compliance requirements (such as classified national security and defense use cases) that necessitate maximum control over the entire technology stack. However, to take advantage of IaaS, governments must generally have a relatively large resource base and multiple in-house experts, leaving IaaS almost exclusively the domain of large state and federal initiatives. Examples here include IBM Cloud for Government, Oracle Cloud Infrastructure, and AWS GovCloud. Like PaaS, IaaS typically bills based on usage.

For most use cases and for most governments, the vast majority of spend and vast majority of resources are likely best concentrated on vertical, best-in-class AI-first SaaS offerings. These tend to have clearly demonstrable financial and qualitative returns on investment; optimizing your computer-aided dispatch systems, for example, can yield significant time returns for field public safety professionals with intelligent routing, preventative scheduling, predictive analytics, and centralized dashboards and data.

When evaluating SaaS offerings while also pushing AI-first and forward, there are a handful of key things to keep in mind that may vary slightly from your traditional procurement considerations:

1. **Vendor legitimacy and peer references.** Compared to private sector analogues, public sector servants have the unique benefit of collaborating, rather than competing, with peers. When evaluating a vendor with AI features and offerings, it's critical to call, email, or text your neighboring and peer organizations that have an existing relationship with said vendor. What do your peers say? How does the vendor support and service them?
2. **Credible and value-first AI features.** AI is frequently more marketing than fact. Does the product actually have features, workflows, or insights that drive value to your organization using AI? How do they do it? AI that can automate refund processing for a public pickleball court reservation that was rained out can give hours back to your team. AI that gives you a summary of how many people visited your pickleball website is nice, but likely doesn't move the needle quite the same way that a time-saving or money-saving feature does.
3. **Partnership, not vendorship.** Adoption of AI is a journey, rather than a static state. How does the vendor manage ensuring your success? Do they provide additional services, training, or certifications? Do they heavily invest in new features and improvements to their technology? How fast do they respond to your questions?
4. **API Capabilities.** APIs, shorthand for Application Programming Interfaces, are ways that computer software can "talk" to other computer software. With AI, the presence of APIs for any SaaS solution are critical, as APIs enable your core systems to trigger and receive information from AI. For example, a 311 system built on AI can automatically create field work orders in your asset management system, provided your asset management system and 311 system each have APIs that allow for data to flow between systems.
5. **Data usage rights:** Clarify that the agency retains ownership of its data and that the vendor cannot use agency data to train other models or for other clients without permission (to avoid unintended data sharing). While many cloud AI providers already have terms about not using customer data for training by default, there may be some providers where an opt-out is necessary.
6. **Indemnity and Liability:** Who is liable if the AI causes harm or errors? Vendors may balk at full liability for AI decisions, but some middle ground can be to require cooperation in investigating issues and remedying them. Cyber insurance requirements may also help in the event of unfortunate circumstances.
7. **Third-Party Risk Management:** Existing frameworks for third-party risk are equally applicable to evaluate AI vendors.
8. **Export & Data Portability:** Mandates for enabling bulk artifact (prompts, configurations, logs) exports are attractive, but may come with tradeoffs in pricing due to storage and hosting costs.

The adoption of AI is like adoption of any other technology in that it follows the Pareto Principle.[27] 80% of the benefit to you and your organization is likely to stem from the first 20% of adoption. That 20% of adoption – in fact, likely up to 50%+ – is solved with SaaS. To nail the last 20% of possible efficiencies, PaaS offerings may be necessary. Exploring PaaS offerings primarily makes sense in cases and domains where extreme accuracy (99.99+%), extreme volume, and extreme details and context are necessary. PaaS is primarily viable if your agency is large, well-resourced, and has in-house and pre-existing expertise with the systems in question. If you're early on your organization's AI adoption journey, focusing your limited resources and time on SaaS is likely to yield the greatest return on your investment.

When modernizing and adopting AI into your technology solutions, keep in mind that standard procurement processes designed for acquiring well-defined commodities and services are relatively less suited for the dynamic and complex nature of AI tools. AI functionality changes, grows, and expands every week, unlocking both net new capabilities that governments have never had access to before as well as promising tremendous uplift on today's operating style. Involving legal and compliance experts in your organization in the early stages of AI procurement, rather than them joining late in vendor selection, is an important part of both driving organizational alignment and ensuring your vendor counterparties are the right fit for your organization's scope of work.

27. Simon Blackburn, Oxford Dictionary of Philosophy

4.3.1. Existing vs. Build vs. Buy: A Practical Decision Path

Start with embedded or already-owned tools that offer AI features and functionality. Ensure these tools clear your security and risk requirements, meet your AI policy considerations, and would deliver meaningful value via a programmatic understanding akin to that outlined in Section 6.1.2. Buy net-new tooling only if the use case is high-value and current vendors cannot meet it.

Escalate to PaaS only when a unique, high-value workflow needs deep customization and domain context that no market vendor can deliver. Reserve IaaS only for exceptional constraints (e.g., extreme residency, mission-critical latency, classified contexts). Core roles required to leverage PaaS and IaaS offerings may look like:

- → Product-oriented lead, such as Product Manager: owns value delivery and creation, evaluation metrics, and guardrails.
- → Data Engineer: makes your data usable, secure, and governed.
- → Integration Engineer: connects apps via APIs; enforces identity/roles.
- → Security Partner: builds threat models, implements and maintains logging, responds to incidents.
- → Domain Owner: a functional business lead who signs off on outcomes and provides workflow clarity.
- → For existing SaaS AI functionality usage, you will likely have all capacity to evaluate and implement in-house, or in conjunction with your current vendor.

Section IV — In Action

For Executives

- → Default to existing embedded AI features in SaaS tools and systems of record; escalate to PaaS/IaaS only after careful and deep consideration.
- → Fund and drive data readiness (catalog, quality, sharing) as a prerequisite to AI value.
- → Require CISO (or equivalent) sign-off and incident playbooks for AI features.

For Implementers

- → Inventory and evaluate embedded AI features in current vendors; begin tests and pilots where value is clear.
- → Build and/or refresh your organizational data catalog; ensure enforcement of SSO/RBAC and logging.
- → Define API integration patterns and rate limiting for AI workflows relevant to your context.

Section V: Working With and For the Workforce

The presence of policy and acquisition of technology are insufficient to guarantee the successful adoption and deployment of AI. A workforce that is unprepared, unsupported, or resistant to change will counteract even the most well-designed policies and technologies.

Tone from the top matters. Leaders should set expectations that AI will be approached thoughtfully and ethically. When North Carolina's Governor launched the state's AI framework, he explicitly said the goal is to boost innovation while ensuring responsible adoption that improves the lives of the broader public.[28] Similarly, Ohio's policy chartered its AI Council to guide state agencies in implementing AI solutions that are ethical, unbiased, and transparent.[29]

Introducing AI into government workplaces will significantly impact the people – the employees who must use these tools, the IT staff who must maintain them, and even the structure of jobs over time. A successful AI adoption framework pays as much attention to the human side as the tech side. This means upskilling the workforce, addressing potential labor concerns (like job displacement or changes in work processes), and managing organizational change thoughtfully.

AI is not a tool for replacement or automation of the government workforce. AI is a powerful instrument for augmenting and expanding the skills, creativity, and impact of public servants.

5.1. Centering Public Servants

Effective and sustainable improvements to government value delivery from AI requires co-creation with the people who will leverage AI every day. Frontline workers possess invaluable domain expertise, unreplicable context, and a deep understanding of the nuances of public service. Active and collaborative engagement in the design, development, and deployment of AI systems helps make sure that initiatives and programs are relevant, usable, and helpful in addressing real-world challenges.

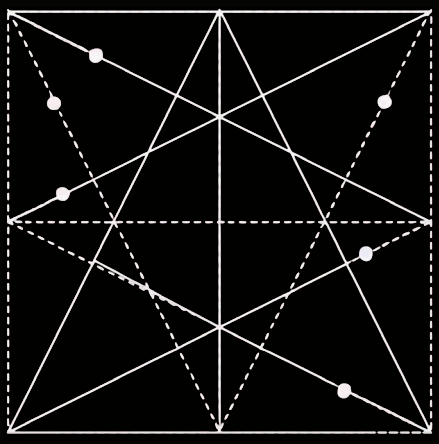
For good reason, wariness of AI is not just a phenomenon of the public. Fearmongering around AI replacement and displacement of jobs has done much to stifle the appetite for adoption of AI tools that augment, rather than replace and displace, humans. Managing the rollout and initiation of AI adoption is a cultural conundrum as much as it is a technological one.

28. Sophia Fox-Sowell, StateScoop: North Carolina joins growing number of states establishing AI frameworks

29. Kyle Thompson, The Center for Community Solutions: Ohio Department of Administrative Services releases policy governing use of AI

AI is most successfully adopted when positioned and provided as a tool for "force multiplication." Your department or agency likely has a lengthy administrative backlog, numerous repetitive and low-creativity tasks, and mundane processes that don't move the needle. Freeing up your team's time to focus on complex, creative, and public-facing work – the work that requires human judgment, empathy, and critical thinking – is the most successful path forward. What parts of their job are your employees routinely disgruntled with? Where does your team run into headache after headache, frustration after frustration? These are the areas where AI can deliver the most impact, both for the public as well as your internal stakeholders.

Engaging early with stakeholders such as employee groups, unions, or associations is vital, much as it is with any other initiative that could lead to a change in scope or workload. Proactive and transparent communication around both the intended and potential unintended results of AI adoption will ensure no parties are caught off guard. If a worker gains 25% of their day back due to AI and automation, have plans on where you could reallocate their time more effectively, be it in managing those AI systems or taking on more impactful work elsewhere across the organization. AI doesn't take jobs, it evolves them.



AI presents an opportunity to help your team spend less time on repetitive tasks and more time being strategic, responsive, creative, and resilient in serving the public. Plan redeployment, not reduction: when automation frees 20–30% of time, assign that bandwidth to higher-judgment tasks like case coaching or field engagement

5.2. AI-Enabled Training

The complex and rapidly evolving AI landscape requires a deliberate and sustained investment in workforce upskilling. Keeping up and pushing into the art of the possible requires ongoing investment and training into your team.

Meet your team where they're at – whether it's AI-skeptical, AI-curious, AI-fluent, or AI-native. Mandating training, courses, and upskilling programs often leads to employee frustration. Innovative cities like San Jose have instead implemented optional upskilling programs to great success.[30] Alternatively, cities like Seattle have a three-tier upskilling framework, with all employees required to go through the first tier and the remainder optional.[31] Seattle roughly structures their program as:

Tier 1: AI Fundamentals:

Fundamentals help all employees separate fact from fiction, gain an understanding of AI, and ensure all stakeholders understand relevant terms. Core concepts, limitations, policy do's & don'ts, labeling and human attestation are critical; use simple, hands-on tasks tied to daily work to demonstrate value potential.

Tier 2: AI Approaches:

Targeted towards managers, program leaders, and policy advisors, Seattle's focus here is on understanding when, where, and how to leverage AI (including the navigation of procurement processes). Use-case spotting, evaluation intake opportunities, risk and impact tiering, pilot designs, and basics of vendor evaluation are key components.

Tier 3: AI Solutions:

Tailored for technical staff, this tier provides specific training on platforms, tools, and technologies approved by the city. Unified context and RAG patterns, API integration procedures, details and requirements for logging and retention, success evaluation criteria and monitoring, red-teaming, and operational ownership are foundational for staff that gets up close and personal to AI systems.

The common thread is that AI upskilling starts by separating fact from fiction and instilling core concepts, proceeds to enabling the identification of apt use cases, and graduates to hands-on, tool-focused training. Human-centered upskilling and AI-enablement programs that focus on how AI can augment – not replace – human judgment and focus on public benefit are programs that win. Position and enact policies that accurately showcase AI as a tool to empower employees and better serve residents, rather than an end in itself.

30. Kathleen Walch, Forbes: San José's Bold Plan To Lead The AI Revolution In City Government

31. City of Seattle: 2025-2026 AI Plan

Some practical tips for running effective upskilling and AI training programs:

AI is evolving continuously. Building a culture of continuous learning starts with efforts like perpetual training opportunities, regularly-scheduled meet-ups for interested staff, and frequent sharing of AI best practices and tips and tricks. Encouraging and even financially supporting senior IT or agency leadership to participate in external conferences, webinars, and communities allows your leaders to bring back learnings from the field. Recognizing and rewarding buy-in from individuals, teams, and departments also goes a long way; trophies, shout-outs, and awards make a meaningful difference in boosting participation and adoption.

Explain your policy, on your terms. Use upskilling initiatives as an opportunity to certify and evangelize your policies, clear up misinterpretations, and surface pockets of misalignment early. Deliberate socialization of procurement practices or positions and guidelines on free AI tools will help you and your team prevent lapses in adherence.

Go broad. General, foundation-level AI courses are a net positive for the entire organization: even for those whose roles may not see them leveraging AI benefit from understanding how peers or other functions and departments work. The limits of AI today aren't necessarily the limits of AI tomorrow, so early socialization and familiarity provides a leg up on potential later pockets of adoption.

Go deep. For practitioners whose roles will see them closely involved with the intricacies of AI systems and their deployment – namely, any resident IT persons, members of your data team, or key operators of your large software systems – provide them with the mental frameworks, technical skills, and encouragement to drive towards success. Getting in the weeds of how to apply AI will render a subset of champions capable of assisting and guiding AI usage cross-functionally.

Embrace humanity and showcase "What's in it for me?" People move more quickly and more effectively when there's a clear reason to do so. Clearly articulating how AI can improve the quality of life and work, for both a given teammate and the public that they impact, is a winning strategy. Whether it's time back on routine tasks, knocking out backlog that otherwise causes stress, or shifting time towards more impactful and visible projects, people need a clear and oftentimes explicit reason to adopt AI, because adopting AI is a change – and change can be hard.

Leverage accreditations, certifications, and courses. Government is not alone in learning how to best apply AI to solve problems and bottlenecks; even the private sector is struggling to adapt to the pace of change. Resources exist on popular e-learning platforms, specialized AI-focused providers, and even your existing vendors, all of which may be accessible for lower fees as public servants or may already be covered by existing employee learning and development programs. Many of your core software vendors may themselves offer certification programs, both on AI generally or on AI in the context of their offering; encouraging and sponsoring these programs is a way to ensure practicality of learning for your teammates. Show off success!

Learn from others! Seattle was referenced, but places like the State of New York have launched two-rung training programs,[32] San Jose has a robust training program,[33] and Georgia Tech partnered with state agencies to launch AI 101 programs.[34] The public sector is one, big team – don't be afraid to reach out for advice.

Workforce development and change management are most likely to be successful when **AI adoption is employee-centric.** Train employees, involve employees, and put them in a position to succeed. If employees feel threatened or left behind, even the best AI system can fail due to lack of use or active resistance. Anchoring the adoption of AI in real value creation for your community can be a powerful tool for converting naysayers.

Your workforce are key stakeholders in the AI journey, and they deserve just as much planning and support as the technology itself.

32. New York Office of the Governor: Governor Hochul Announces Artificial Intelligence Training Pilot Program for New York State Workforce
33. City of San José: IT Training Academy
34. Karin Manley, Georgia Institute of Technology, Center for Economic Development Research: Harnessing AI for Smarter Local Governance

5.3. Managing Change & People

In a time of change, strong and empathetic leadership needs to be deliberate in its execution. As noted in 1.1, close and meaningful executive sponsorship is foundational to successful AI adoption. Here's some tips and tricks, geared primarily towards that executive sponsor or other senior leader in charge of program delivery:

- → Get visible. Be named as the executive sponsor of the program, get in the weeds of the program and meet stakeholders and implementers.
- → Map and manage stakeholders. Staff, unions, counsel, records, communications, community organizations, and the public you impact – know who has skin in the game.
- → Train by tier. Pair the generalized learning programs alongside role-specific enablement and job aids.
- → Engage and collaborate with your labor force on redeployment engagement — plan for redeployment of time gained; define new duties (attestation, review).
- → Build and monitor adoption metrics closely. Understanding things upskilling program enrollment, active users of AI tools, and public and internal satisfaction gives you a leg up while engaging with those aforementioned stakeholders.

While moving along the AI adoption curve from pilot to repeatable practice, you may want to consider hiring dedicated staff members for the coordination and operation of AI programs. A Chief AI Officer is viable, but for most cases and for most organizations, that resourcing is often best initially allocated for staff members closer to the ground level of implementation. Data engineers in charge of data pipelines and retrieval layers, integration engineers who connect your siloed systems, or even security partners capable of holding a high bar of excellence are worthy of consideration as you staff your team.

Section V — In Action

For Executives

- → Commit to redeployment, not reduction, of staff; communicate this early.
- → Fund and operationalize tiered training and upskilling initiatives, as well as time for skills practice.
- → Recognize, reward, and celebrate early adopters and internal champions.

For Implementers

- → Help guide and give feedback on org-wide training and upskilling initiatives.
- → Share wins and serve as an internal champion within and across teams.
- → Document opportunities for time redeployment – what would you do more of, if you had the time?

Section VI: Where and How

The journey to AI adoption can be daunting. As we touched on in Section 1.1, rooting any and all adoption of AI – or even new, non-AI tools, for that matter – in concrete value delivery, rather than adoption of AI for the sake of adoption, is critical to improving the health and effectiveness of your organization.

6.1. Use Case Intake

The lifecycle starts with identifying and proposing potential AI use cases. To scalably handle this, set up an intake process with a templatized proposal form where staff (or perhaps even the public) can submit ideas for AI projects in a structured way. Capture the key information: the problem to be solved, the type of AI envisioned, the data necessary for success, potential public impacts, potential pre-existing or net new technical solutions, and an initial risk self-assessment. This process serves as both a first filter and documentation mechanism.

A successful intake process starts with an idea being communicated via a comprehensive proposal form, the idea moving to a feasibility and risk assessment, and the idea either graduating towards a pilot path or being shelved.

6.1.1. Intake Form

All successful intake forms will address a handful of similar criteria:

- → What is the idea and the value proposition?
- → Who are the impacted parties? How are they impacted?
- → How could this come to fruition? What data is necessary?
- → What are the risks? What are the benefits?

To give an idea of what this looks like in practice, the below example comes from Jane Doe, a member of Town's Public Works Department, and is a proposal to use AI to help her team predict and understand public waste concerns that have been affecting their public spaces.

Note: this general form is meant only to serve as a reference with example responses. Adapt it to the specificities of your organization, your AI policies, and any relevant legislation or regulation.

Field	Answer
Submitter Name	Jane Doe
Submitter Department	Town Public Works Department
Business Objective/Purpose	Decrease pollution/waste and increase staff time efficiency
Proposal	AI to: → Document where we're seeing heavy concentration of pollution and debris, → Identify what type of material it is, and → Automatically propose and schedule when we should check an area for more waste, based on historical data
Suggested Deployment Details	Maybe there's an app on our smart phones or tablets that could help with this? We carry them out in the field anyways. It'd be great if it hooked up to our Work Order and Asset Management systems.
Data to be Used	Field-captured photos, GIS/location data, and worker schedules.
Intended Users	Staff of Public Works Department, maybe Parks & Rec too.
Impact to Public	Cleaner, safer public spaces.
Impact to Staff	More efficient and time-saving routing of staff, more visibility into what waste concerns are popping up and where.
Potential Risks to Public and Staff	Privacy concerns if the public is in the background of images; potential annoying/opaque scheduling decisions.
How does this relate to our AI Policy?	Our AI policy outlines maximizing the public welfare for the people we serve while ensuring we protect their privacy, health, safety, and rights. I think safer parks and more efficient staffing meets all of these criteria without infringing on the public.
Public Explainability (with Explanation)	High. I think this is very explainable: we may use AI to help us predict where waste will be in public spaces, keep track of what kinds of waste our teams encounter, and proactively send our people out to areas we know have higher than average rates, ensuring speedy clean-up.

Suggested Vendors or Technology	I think our asset management system has an optional feature for this. Given the uptick in public waste, we may want to upgrade and add this feature – it'd be more efficient than adding a new vendor. I did see an app called GarbageAI on my phone that could be interesting, too.
Initial Risk Assessment	Low

The GovAI coalition and the City of San Jose also have a real, robust template intake form, available here, that you can use as a reference.

6.1.2. Choosing Cases

To make the most of your team's expertise and knowledge, encourage your departments and employees to identify processes or services that could benefit from AI. Common entry points include automating routine tasks, improving decision support (e.g. triaging cases or providing recommendations), enhancing public engagement (chatbots, personalized communication), or deriving insights from large datasets.

Start by exploring relatively low-risk use cases. Leverage and learn from features that already exist in your chosen technology vendors and skip the procurement hassle; many budgeting providers, for example, have begun releasing tools to allow the public to "talk" to an ACFR and budget book. Again, root all use cases in demonstrable delivery of value to all of your stakeholders, public and internal alike.

As use cases come in from your team, evaluating them programmatically serves two purposes. First, it provides a traceable chain of thought, reasoning, and agreement – you will be better able to stand behind your organization's decisions and initiatives with clearer reasoning and planning done early on. Second, it helps to strategically prioritize your actions and gives them a higher likelihood of success. As you evaluate and triage opportunities to leverage AI, there are a handful of areas it makes sense to focus on, which we outlined in section 1.2:

- **Trust and Effectiveness:** To track trust, quantifiable increases in public satisfaction scores, positive shifts in public perception of government responsiveness, and greater confidence in the fairness and integrity of government processes are suitably representative areas to track. For effectiveness, capturing improvements (or declines) in the quality and accuracy of government services, such as reduced error rates in benefits calculations, faster and more accurate emergency response, more effective fraud detection, or lower complaint or appeal reversal rates are effective here.
- **Internal Efficiency:** How much does AI improve the efficiency, effectiveness, and quality of life for your team? Measurable reductions in process cycle times, direct cost savings from automation, backlog burn-down, and reallocation of staff time from repetitive tasks to higher-value work are good places to start.
- **Risk Level:** If things go south, how significant is the impact on the public and your organization? Is the use case a one-way door, or is it reversible? Are there methods to reverse adverse impact?
- **Technical Feasibility:** How capable is your team of implementing, maintaining, troubleshooting, and supporting the solution? How much net-new resourcing does the initiative require? Do you have the necessary data readily available? Have other governments done something similar already that we can learn and reuse?

The above is not intended to be comprehensive, but a starting point to help you and your teams develop what works best for you.

A simple rubric and scoring mechanism can help guide your efforts and resource (both human and capital) allocation. We'll re-use the Public Works example from above, as well as some others, for reference in a sample Priority Matrix below, where a higher score is good.

Potential Use Case	Trust and Effectiveness (20%)	Internal Efficiency (20%)	Technical Feasibility (30%)	Risk Level (30%)	Priority Score (Weighted)
Automated License Renewal Reminders	3	3	5	5	4.2
Automated Permitting Pre-Checks	4	4	2	2	2.8
Chatbot for Public Benefits Info	3	4	5	4	4.1
Predictive Policing Hotspot Model	5	3	1	2	2.5
Public Works Pollution Tracker and Scheduler	4	3	5	4	4.1

Scoring: 1=Low, 5=High.

Risk Level is inverted (5=Low Risk, 1=High Risk).

Priority Score is a weighted average (e.g., 20% Civic Impact, 20% Internal Impact, 30% Technical Feasibility, 30% Risk Level)

As alluded to in 5.1, starting with processes that burden and inhibit your teammates is the likeliest place to get a meaningful win and receive internal buy-in; as a result, Internal Impact (or your equivalent scoring category) is likely to be disproportionately important early on in the AI journey. Just as important is that these processes also tend to have the lowest risk levels associated with them:

- → Invoice Processing
- → HR Onboarding
- → First-Pass Memo, Report, and Communications Generation
- → Intelligent Help Desks
- → Digitization of Paper Records
- → Meeting Summarization
- → License Renewal Reminders

As you and your organization mature, build confidence in your ability to implement new technologies, and build trust with the public, more citizen-facing and higher-impact opportunities emerge in areas like:

Public Safety: Predictive analytics for optimizing police and EMS resource deployment, real-time threat detection from sensor data, and automated redaction of sensitive information from body camera footage and public records.

Health and Human Services: Streamlining the intake and eligibility determination processes for public benefits, advanced fraud detection in claims processing, and predictive analytics for public health surveillance to identify potential disease outbreaks.[35]

Permitting, Licensing, and Code Enforcement: Real-time pre-checks for building permit applications, creation and scheduling optimization of work orders based on citizen input, AI-assisted development of application content, automated inspector scheduling.

Procurement and Contract Management: Copilots for RFx drafting, contract clause analysis and explanation, instant rubric-based RFx response scoring, content and communication generation, contract lapse or renewal reminders.

Budgeting, Planning, and Finances: Scenario-based forecasting, automating bank reconciliation processes, grant application drafting, and "chat with budget book" capabilities.

Transportation, Infrastructure, and Asset Management: Smart traffic management systems that adjust signal timing in real-time to reduce congestion, optimization of public services schedules, predictive maintenance for critical infrastructure like bridges and water pipes, and cross-asset scenario modeling.[36]

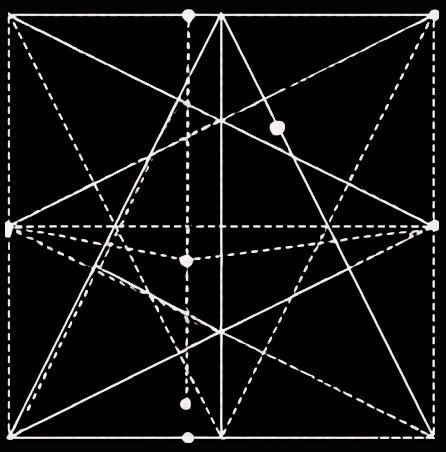
With such a range of possibilities, sticking to a clearly-defined rubric or framework for prioritization is critical. Rather than solely relying on new vendors or procurement channels, it's important to note that your current software vendors, too, may be offering many of these features and functionalities natively within their applications; if this is the case for your and your providers, spend time working with the tools to see just how far they can take you today, without net-new investment.

Momentum carries over. Dipping your toes in the water with low-stakes but meaningful-impact applications of AI is how your government takes the leap to delivering better and more efficient services, cheaper, and at greater scale.

The selection of the first set of AI projects is, itself, a form of communication. It sends a powerful message to both the public and to your team about your priorities, values, and focus. If an agency's first major AI project is a controversial surveillance tool, it will likely confirm public fears and generate significant backlash, poisoning the well for future, less contentious projects. Conversely, if the first projects are focused on universally positive outcomes — such as accelerating the processing of veterans' benefits or predicting heat islands to protect vulnerable residents — it demonstrates a clear commitment to public service and helps to build goodwill, trust, and support for your organization.

35. Deloitte: Realizing the potential of generative AI in human services: Use cases to transform program delivery

36. PTV Group: AI in Transportation: How Artificial Intelligence Transforms Mobility



Starting with low-risk, well-defined, and narrow-scoped use cases allows your organization to learn and grow, build internal confidence, and minimize harm potential.

Your organization will make mistakes! It is a natural part of the learning and maturity curve. It is important to make your mistakes early, and in situations where failure or hiccups are not fatal, rather than face delivery challenges later in the implementation cycle.

6.2. Risk Review

Understanding potential downsides is critical in quickly getting to a go/no-go answer on an AI pilot project. As discussed in 3.3, having a robust risk management framework is crucial to help your team methodically evaluate and compare tradeoffs associated with AI adoption. From the NIST RMF framework, the two most applicable pillars here are MAP and MEASURE – identifying risks (and rewards), and figuring out how to keep track of their impact. This comes in addition to the central principles and policies your organization or jurisdiction puts in place.

Getting nitty-gritty about risks and rewards is important. We'll use the Public Works waste example once more. A non-comprehensive list of questions to ask may include:

Who could be harmed or disadvantaged by errors or bias in this system?

→ Ex: Some areas may receive higher-than-average Public Works employee presence and monitoring.

What is the worst-case scenario if the AI makes a wrong prediction?

→ Ex: Wasted employee transit time, transportation costs.

How could we mitigate those risks?

→ Ex: Humans could maintain scheduling override abilities.

Will the AI's outputs be explainable and documented?

→ Ex: We can aggregate the pictures and GIS data should anyone inquire.

How easy is it to explain the technology and benefits to the public?

→ Ex: We use images of waste and location data to predict and preemptively solve waste problems before they linger.

How does it impact our labor force?

→ Ex: Track the time-in-transit for employees and number of waste incident resolutions in the month prior to AI deployment and in the first month of AI deployment to check on the effectiveness of the program.

What evidence (logs/records) will we need to retain to support audits and public records requests?

→ Ex: We'll archive the collected photos in cold storage, and work shift schedules are accessible from the Work Order system at any time, with records dating back up to five years.

Involving the right parties in the risk review process is important; having stakeholders close to the business case involved provides clearer guidance, encourages team buy-in from the outset, and helps to identify hard-to-see surface areas for failure.

It may seem obvious, but every risk review needs a conclusion. Approval, contingent approval, or rejection are the three main outcomes.

6.3. Landing the Plane: Tips for Successful Pilots

The goal of a pilot (or "proof of concept/value") is to validate the technology on a small scale, generate evidence of its value, and uncover any real-world issues (technical or organizational) before scaling up.

There are some general phases you will likely progress through while maturing in your AI adoption journey. These are not perfect mappings, but they should give you a general sense of direction:

Phase 1: Learn & Build Foundations. This is the essential groundwork of AI adoption. If you're reading this and starting to design and work through your AI policies and first deployment use cases, this is your lane. This is characterized by governance structure creation, foundational AI workforce training, and a diverse portfolio of small-scale, low-cost, low-impact pilots. The "small bets on many horses" strategy allows for exploring a wide range of applications, which allows for learning valuable lessons and identifying areas that offer high potential with low investment.

Phase 2: Decide & Focus. After learning, it's time to double down on winners and use new knowledge to make better decisions. Grow existing pilots – if your automated 311 chatbot worked, why not expand it to cover questions about city services and your budget? Key vendor partners for longer-term investments become critical. Focusing resources on a smaller number of "bigger bets" – larger-scale projects that are tightly aligned with your organization's top priorities – is common.

Phase 3: Scale & Optimize. Scaling successful solutions across the organization is a final, but continuous, state. Unifying public-facing data for interactive experiences, consolidating policies to allow for automated compliance validation, and operationalizing necessary datastreams help to maximize the value derived from significant investments.

Throughout phases 1 and 2, you will spend most of your time starting, managing, and evaluating pilot programs. To run a successful pilot:

Set Clear Success Criteria. Align upfront on key goals and metrics to prevent later confusion! Agreeing on what good looks like makes it clear whether to double down or move on from a given project. For instance, depending on the context of the pilot and use case, establish targets such as "improvement in response time by X% without increase in errors," or "public satisfaction ratings above Y."

Define Scope and Duration. Good pilots have a clear, narrow scope – e.g., "We will deploy the AI chatbot to answer FAQs on the Parks and Recreation department website for a 3-month trial." Limit the scale to manage risk: perhaps one department or one region, or for a particular subset of users. Typical pilots run 3 to 6 months, though that timeline may shrink depending on the use case in mind. Having an end date prevents "pilot purgatory" and forces a decision point on next steps.

Implement Safeguards: During pilots, keep humans in the loop and maintain fail-safes. For instance, if piloting a chatbot, ensure it can seamlessly hand off to a human agent if it cannot handle a query or if the user requests it. Clearly label any AI system as such to users. Because pilots are experimental, you may want to run them in parallel with existing processes: for example, if testing an AI model to flag certain inspection cases, continue the standard process as well, and compare outcomes. Limit access to pilot systems to trained staff or a small user group initially.

Manage Change: Even for a pilot, ensure impacted parties (staff and/or public) are briefed and trained on how to use the AI tool and how it changes workflows. Pilots often fail not because the tech doesn't work, but because people don't adopt it or trust it. Set expectations that it's a trial, encourage feedback, and make quick improvements. Remember to emphasize that the AI is there to assist and augment staff capabilities, not to replace.

Monitor and Measure: Establish a mechanism to collect data on pilot performance, tied to your success criteria. Depending on the project, this could include either or both quantitative metrics (accuracy rates, processing time, number of users served) and qualitative feedback (user surveys, staff interviews). A practical example: if piloting an AI text summarization tool, measure how much it speeds up employee work and ask employees to rate how useful/trustworthy they found the summaries. A pilot should also log any incidents or anomalies, like instances where the AI made a glaring mistake.

Check-in Regularly: Whichever individual is directly responsible for the pilot program should report interim results at a regular cadence to the relevant oversight and decision-making bodies. For a multi-month pilot, the delivery of monthly status reports and findings keeps leadership in the loop and allows for the pilot to adjust course if necessary.

Demonstrate Value: Toward the end of the pilot, gather the evidence of whether the AI delivered on its promise and how it fared against the success criteria set at the start. Sometimes, a pilot shows that the technology works, but the real-life benefit is less than expected – that's valuable learning. Other times, it uncovers new benefits (or new challenges) that weren't obvious. Document both the quantitative outcomes and stories/anecdotes from users. If the pilot clearly proves value, this will build momentum and justify further investment. If it does not, you can decide to iterate, pivot to a new approach, or discontinue the endeavor.

It's beneficial to maintain open communication about pilots. Some jurisdictions publicly announce AI pilots (transparently framing them as tests). For instance, a city could put up a notice: "We are testing an AI chatbot on our website to answer library questions – this pilot runs for 8 weeks. Please share your feedback." This not only gathers public input but also builds trust through honesty that the city is carefully and thoughtfully trialing AI.

It's important to recognize that a pilot that does not produce results befitting of continued investment is to be expected, even under perfect pilot conditions. In other words, a "failed" pilot is not necessarily a failed pilot. Encourage a culture where a "no-go" decision after a pilot is seen as smart governance, not a failure. The framework's purpose is to try innovative solutions but also to stop or redesign those that aren't working or aren't responsible. The learnings and repetition will prove valuable in subsequent pilots. By the end of a pilot, an agency should have a clear answer to: Does this AI solution work as intended? Does it deliver sufficient value? Can we manage the risks? And what would be required to implement it fully? End all pilots, successful and unsuccessful, with a public-facing one-pager that outlines the purpose, intended value, outcomes, and next steps, to help build and grow public and internal buy-in.

6.4. Scaling to Success

After a pilot proves worthy of scope and scale expansion and is authorized by the relevant bodies, the solution can be operationalized. This means fuller integration and usage in regular business processes and possibly being scaled up to broader use. Going from pilot to production-grade needs institutional support and oversight. Some steps towards scaling:

Address Gaps: Pilots are rarely picture perfect. You may need to make adjustments to rate limits, data sources, security considerations, training materials, user interfaces, or a number of other areas. Fixing and testing a system before going to pilot saves heartburn on the backend.

Integrate with Existing Processes: Embedding the AI solution into an existing workflow typically requires some work. This may look like connecting with existing IT systems (e.g., integrating an AI chatbot with a 311 provider), updating organizational Standard Operating Procedures (SOPs) to define how staff should use the AI tool, and establishing roles for maintenance (who will own the AI system). It's important to assign an operational owner for the AI system – often the business unit that uses it – who will be responsible for its day-to-day functioning and for monitoring its outputs. That owner works in partnership with IT/data teams who maintain the technical aspects.

Test Capacity and Performance: If the pilot was limited, scaling up might raise new technical needs. Ensure the technical infrastructure can handle the full load. If moving from a free pilot to a paid enterprise service, finalize the procurement and contracts. Plan for redundancy and uptime if the AI becomes mission-critical.

Training and Change Management: Beyond foundational AI training, broader training and communication is necessary for a scaled-up rollout. Train all staff who will interact with or be affected by the AI. This might involve in-person workshops, online modules, or train-the-trainer approaches. Emphasize why the AI is being introduced (tie to the mission and how it helps them or the public), how to use it properly, and what not to do (e.g., don't feed sensitive info unless authorized, don't over-rely without human judgment in the loop, etc.). You may find it useful, depending on the solution, to integrate it into the earlier training tiers discussed in Section 5.2.

Consider Gradual Rollout: Onboarding department-by-department or releasing the tool to 50% of users at first can be valuable ways to catch unanticipated hiccups before mass deployment. For public-facing AI, sometimes a "soft launch" is done without big publicity (though still transparently), to observe usage quietly for a bit. For internal AI, it may be worth it to run the AI tool in parallel with existing processes for some overlap period until comfort is established.

Build Trust: Inform the public if applicable, with plain language explaining how the AI works, why it was selected, and what impacts it may have. For example, if an AI system helps determine eligibility for a service, inform applicants in outreach materials about what is changing (and how fairness is ensured). Be prepared to address concerns!

A successful operationalization means the AI solution becomes a sustainable part of the organization's toolkit, delivering value repeatedly. Even in full operation, continued evaluation of the impact of AI is required to assess whether the AI continues to meet its goals.

By following this use-case lifecycle with its checks and balances, agencies can incrementally adopt AI in a way that is experimental yet controlled, innovative yet responsible. Each stage serves as a gate to ensure that by the time an AI tool is fully deployed, it has earned confidence on technical, ethical, and operational grounds.

6.5. Public Engagement

Again, building trust is essential in deploying AI solutions that improve value delivery to the public. An AI-first 311 solution isn't useful if people don't use it.

Proactive transparency demands active communication and publicization of AI initiatives. Leverage public forums, town halls, and educational campaigns to explain what AI is, how it is being used, and what safeguards are in place. Government use of AI should be as transparent as possible to the public, both to build trust and to meet legal obligations like public records laws. Additionally, many jurisdictions have freedom of information or "sunshine" laws that may apply to AI (for instance, AI-generated documents).

Some tactical recommendations:

Publish a live AI use-case inventory with purpose, data, human review points, last assessment date, and a feedback/appeals link. From the federal government, FEMA and the Department of Health and Human Services both have concrete reference inventories.[37] In addition, offering clear, accessible community feedback channels for your ongoing AI initiatives not only helps build and maintain trust, but provides a critical funnel for aggregating and acting on value gaps. Formal advisory boards, online feedback portals, or pre-deployment community member user testing sessions are tools at your disposal.

Make the usage of AI abundantly clear, especially for anything that the public interacts with. Even a simple statement or banner on a form or website such as "Notice: This application is evaluated in part by an automated system. All decisions are reviewed by [Agency]," goes a long way. For interactive AI usage,[38] like a chatbot or voice 311 system, set up the system to clearly state in the first message that it is an AI assistant. In some states, such as Colorado, upcoming laws have been passed to enforce disclosure of AI usage. Even if not legally mandated, it's a best practice for trust. It empowers individuals to know an algorithm is in play and, if they choose, to ask for human intervention (which you should facilitate).

Preemptively acknowledging and addressing common public concerns about AI helps you and your organization get ahead of the curve. Publish an FAQ or fact sheet when rolling out an AI tool that explains, in plain language: What does the AI do? Why are we using it? What data does it use? How did we ensure it's fair and secure? What are the limits (e.g., does not make final decisions)? How can the public appeal or comment?.

The ethos of transparency and intentional public engagement should undergird your entire AI program. By openly communicating and involving the public, you address the "black box" fear and invite collaboration. When members of the public see that AI is being used to help them (and that their government is being upfront about it), they are more likely to accept and even embrace these tools. Conversely, secrecy or lack of communication breeds distrust and can derail even well-intended projects. So, shine a light on your AI endeavors: label them, discuss them, document them, and always provide a human touchpoint for questions or concerns.

Section VI — In Action

For Executives

- → Refine and approve both a use case intake process and scoring rubric.
- → Develop and enforce pilot design guidelines.
- → Establish the requirement of public one-pagers at pilot close.

For Implementers

- → Proactively assist in the development of use case intake processes, as well as the submission of ideas you've had.
- → Work with leadership to clarify go/no-go gates for pilot graduation.
- → Prepare plans (owner, SOP, training) for scaling and operationalization of any pilot that meets targets.

37. U.S. Department of State: Artificial Intelligence (AI)

38. Colorado General Assembly: SB24-205 Consumer Protections for Artificial Intelligence

Conclusion

The adoption of Artificial Intelligence in state and local government is not an abstract. It's here, and it brings both significant risks and tremendous promise.

Successfully adopting AI in your organization requires executive buy-in, continuous public engagement, and being rooted above all else in increasing the value your organization provides to its stakeholders, both internally and externally.

Public sectors navigating this shift need to do so while keeping in mind that AI adoption is not about the tech. It's people-first and people-centered. Understanding the basics of AI is necessary to help you and your team architect thoughtful, empowering policies and governance to maximize the leverage your teams and your communities derive from it.

The six core sections of this framework take us from setting your strategic vision at the start to deploying meaningful, value-delivering tools in a way that earns trust, both from your community and your workforce.

To summarize briefly:

Mission, Not Tech: Anchor every AI initiative in a clear public value proposition and secure unwavering executive sponsorship.

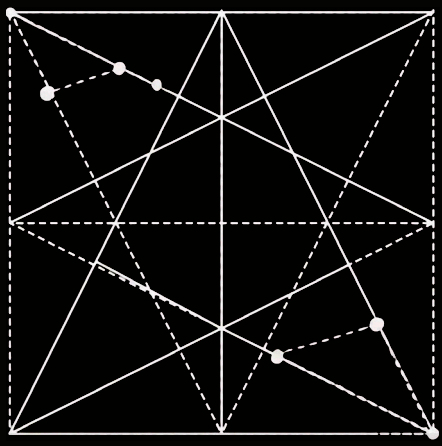
Learn to Lead: Equip yourself with the knowledge necessary to understand what AI is, where it can help you and your teams, and where to be wary.

Govern with Discipline: Establish a formal governance structure, implement clear and enforceable policies, and adopt standard risk management principles to prevent ambiguity.

Readiness and Response: To make the most of AI, you may need to uplevel existing core, non-AI technical systems; many of your core systems may have AI tooling your teams aren't yet leveraging to maximum effectiveness. Security is paramount.

People-First: A topdown initiative without broad buy-in is doomed to fail. Bringing and supporting your teammates along the journey is a determining factor in the successfulness of your initiatives. Augmenting your team with AI can empower them to do the best work of their career.

Implement Strategically: Phase AI adoption from use case identification, prioritization, and piloting through to operationalization by thoughtfully targeting use cases that have the highest reward and lowest risk. Operating with a structured methodology helps build public trust and increases your likelihood of making a meaningful impact for the people you serve. Engage the public early on in your journey, and maintain transparency throughout it.



The journey to becoming an AI-enabled government is a marathon, not a sprint. You need sustained investment, courageous leadership, and a steadfast commitment to the principles of responsible innovation.

Moving beyond reactive experimentation and proactively shaping a future where artificial intelligence is harnessed safely, ethically, and effectively to build a more effective and accountable society for all is a tall task, and we are here to help you on your journey.

Appendix A: Seattle's AI Principles

Innovation and Sustainability: The City values public service innovation to meet our residents' needs. We commit to responsibly explore and evaluate AI technologies, which will improve our services and advance beneficial outcomes for both people and the environment.

Privacy Enhancing: The City values data privacy and understands the importance of protecting personal data. We work to ensure that policies and standard operating procedures that reduce privacy risk are in place, and are applied to the AI system throughout development, testing, deployment, and use to the greatest extent possible.

Transparency and Accountability: The City values transparency and accountability and understands the importance of these values in our use of AI systems. The City will ensure that the development, use, and deployment of AI systems are evaluated for and compliant with all laws and regulations applicable to the City prior to use, and will make documentation related to the use of AI systems available publicly.

Explainability and Interpretability: The City understands the importance of leveraging AI systems, models, and outputs that are easily interpreted and explained. We work to ensure all AI systems and their models are explainable to the extent possible, and that system outputs are interpretable and communicated in clear language, representative of the context for use and deployment.

Validity and Reliability: The City will work to ensure that AI systems perform reliably and consistently under the conditions of expected use, and that ongoing evaluation of system accuracy throughout the development and/or deployment lifecycle is managed, governed, and auditable, to the greatest extent possible.

Security and Resiliency: Securing our data, systems, and infrastructure is important to the City. We will ensure AI systems are evaluated for resilience and can maintain confidentiality, integrity, and availability of data and critical City systems, through protection mechanisms to minimize security risks to the greatest extent possible, in alignment with governing policy and identified best practices.

Bias and Harm Reduction and Fairness: We acknowledge that AI systems have the potential to perpetuate inequity and bias resulting in unintended harms on Seattle residents. The City will evaluate AI systems through an equity lens, in alignment with our Race and Social Justice commitments, for potential impacts such as discrimination and unintended harms arising from data, human, or algorithmic bias to the extent possible.[39]

39. City of Seattle: Generative Artificial Intelligence Policy

Appendix B: Glossary

Adversarial Attacks: New attack classes (e.g., prompt injection, jailbreaking, data poisoning, model extraction) that require prevention mechanisms including but not limited to input filtering, rate-limiting, logging, red-teaming, and safe fallbacks.

AI Governance Model: The structure that sets rules and oversight for AI (e.g., a centralized AI Center of Excellence vs. a Federated/Hub-and-Spoke approach with department "spokes" implementing shared standards).

AI Policy: Organization-wide rules that define scope, acceptable uses, adoption policies, security, transparency/labeling, vendor terms, and testing/evaluation requirements.

Application Programming Interfaces (APIs): APIs are a defined way for software systems to talk to each other, such as sending/receiving data or triggering actions, without screens.

Artificial Intelligence (AI): A machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments.

Computer Vision (CV): A specific type of ML focused on classifying, detecting, segmenting, and transcribing things from visual inputs.

Context Engineering: The creation and usage of durable knowledge bases (policies, SOPs, data dictionaries) that enable institutional model memory to improve AI consistency and auditability.

Data Catalog: An inventory describing datasets, owners, schemas, quality, and usage limits to help teams find fit-for-purpose data.

Data Classification: Labeling data by sensitivity (e.g., Public, Internal, Confidential, Restricted) and aligning usage with laws like HIPAA/CJIS/FERPA.

Data Minimization: The collection and processing of only what data is necessary for a defined purpose, to curb risk and complexity.

Data Usage Rights: Contract terms ensuring the agency owns its data and can prevent vendors from training on it without permission.

Generative AI (GenAI): A subset of ML that refers to algorithms that can create text, images, videos, audio, or other mediums based on a set of given inputs.

Human-in/on/over-the-loop: These terms refer to the proximity of a human in relation to an AI system. Modes:

In the loop: AI proposes; a person must approve.

On the loop: AI runs; a person supervises in real time and can intervene.

Over the loop: AI acts; people review after the fact for QA/audit.

Infrastructure as a Service (IaaS): IaaS is the renting of raw computing (virtual machines, storage, networks) from a cloud provider. This offers maximum flexibility and control and often enables specialized workloads, but requires significant technical acumen and financial resources to operate.

Jagged Frontier: The observed pattern where LLMs are superhuman on some tasks and surprisingly poor on others of similar apparent difficulty.

Large Language Models (LLMs): A specialized form of generative AI focused on understanding and generating human language. LLMs interpret words and letters as math, enabling for the prediction of the next relevant string of words.

Machine Learning (ML): A subfield of AI that is characterized by providing systems the ability to automatically learn and improve on the basis of data or experience, without being explicitly programmed.

Monitoring & Auditing: The capturing and analysis of historical LLM communication interactions for the detection of anomalies and utilization in audits or appeals processes.

NIST AI Risk Management Framework (AI RMF): A U.S. framework that ties high-level principles to concrete activities across four core pillars: GOVERN, MAP, MEASURE, MANAGE.

Pilot: A time-boxed testing program of a technology with clear success criteria, safeguards, change-management, and measurement, designed to prove value before scale.

Platform as a Service (PaaS): PaaS providers offer a managed platform to build and deploy applications, where the provider runs the servers, scaling, and many security controls while the customer focuses on code, data, and configuration. This offers significant flexibility, but does require some technical expertise to leverage effectively.

Privacy Impact Assessment (PIA): A structured review of how an AI system will use personal data and how risks are mitigated (e.g., de-identification, aggregation).

Prompt Engineering: Crafting/rephrasing a request to an LLM to get better results.

Red-Teaming: Internally testing and evaluating an LLM tool by intentionally pushing it beyond its intended limits. Examples include attempting to elicit malicious or unrepresentative behavior (e.g. cursing at a user, revealing PII data).

Retrieval Augmented Generation (RAG): A design pattern for AI systems that combines knowledge search with text generation. Instead of relying only on what a model already "knows" from training, RAG systems retrieve real, up-to-date, or organization-specific documents first, then feed that context into the model to produce an answer.

Role-Based Access Control (RBAC): RBAC means assigning permissions to roles (e.g., "Caseworker," "Supervisor," "Finance AP Clerk") and give users roles, rather than granting one-off permissions to individuals. This simplifies permissioning and audits and reduces mistakes.

Single Sign-On (SSO): SSO means having one, unified login for many systems. One-time authentication through a trusted identity provider enables a user to then get into approved apps without new passwords.

Software as a Service (SaaS): SaaS is finished software, most frequently delivered in the browser, that enables configuration while putting the onus on the vendor to run and update it. SaaS presents the fastest path to outcomes, though can be occasionally limiting in functionality.

Synthetic Data: Artificially generated data that mimics real data's statistical properties for testing/training without exposing real PII.

Zero Trust: Zero Trust is a security practice of "Never trust, always verify." Every request by a user, device, or app is continuously authenticated, authorized, and inspected, no matter where it originates.

OpenGov

Appendix C: 90-Day Template

Week	Focus	Key Actions	Artifacts	Decision Gates
1	Kickoff & guardrails	Name North Star; appoint sponsor/product lead; publish policy guardrails and adopt risk management framework	Program brief; policy addendum	Go/No-Go to intake open
2	Intake open	Publish intake+evaluation rubric; seed 3–5 use cases	Live intake portal	Approve discovery on top 3
3-4	Discovery	Baseline metrics; data availability check; risk pre-screen	Discovery notes; metrics baseline	Select 2–3 pilots
5-6	Pilot setup	Develop safe testing environment; beta test integrations; stand up attestation guidelines	Pilot charters; test plans	Sign-off to launch
7-8	Run pilots	Weekly standups; fix issues; collect usage & outcomes; begin organization-wide training	Mid-point reports	Continue/adjust
9-10	Evaluate	Compare pilot results to human baseline; document incidents; refine cost model	Pilot results memo drafts	Shortlist to scale
11-12	Decide & scale plan	Finalize decision memos; ops ownership; budget; transparency one-pager	Decision memos; scale plan	Approve scale

Appendix D: Sample Impact, Risk, and Intake Guidelines

Impact

Dimension	1 (Low)	2	3	4	5 (High)
Data Sensitivity	Public or anonymous	Internal	Confidential	PII	PHI/CJIS/ Restricted
Decision Criticality	Informational only	Advice	Routing/triage	Resource allocation	Eligibility/ enforcement
Autonomy	Over-the-loop	Over/On	On-the-loop	On/In	In-the-loop for final
Impacted Group	Few staff	Single unit	Multiple units	Resident-facing (opt-in)	Resident-facing (impactful)
Novelty or Complexity	Embedded feature	Configuration of existing systems	Light integration	Custom orchestration	Bespoke modeling

Risk

Item	Tier 1 (Low)	Tier 2 (Moderate)	3 (High)
Approvals	Program Manager + IT	Senior Leadership + CISO	Executive Sponsor + CISO + Legal Team
Oversight mode	Over-the-loop	On-the-loop	In-the-loop
PIA/DPIA	If personal data present	Required	Required + legal sign-off
Transparency	Internal labels	Public labels + plan	Public notice + FAQ + appeal path
Security	SSO/RBAC implementation; logging capabilities	+ add rate limits; establish Data Loss Prevention mechanism	+ red-teaming; incident readiness playbook
Records	Establish retention default	Publish retention plan	Implement records/ disclosure workflow
Re-approval cadence	Annual (as needed)	Annual	Semi-annual or upon material change

Intake

Dimension	Weight	Rating (1–5)	Weighted	Notes	Example (filled)
Trust & Effectiveness	20%				4 → 0.80
Internal Efficiency	20%				3 → 0.60
Technical Feasibility	30%				5 → 1.50
Risk Level (invert: 5=low risk)	30%				4 → 1.20
Priority Score	100%	x/5	Sum (weighted)	≥4.0 = strong candidate	Example total: 4.10

Appendix E: Costing Framework

Category	Examples (Granular Line Items)	Unit	Notes
One-time: Data readiness	Data Catalog refining or creation; deduplication and cleanup; classification and tagging; PII de-identification	Staff-weeks or $	Estimate with SMEs; tie to specific datasets
One-time: Integrations	APIs; connectors to systems of record	Staff-weeks or $	Prefer APIs/events over RPA
One-time: Security & compliance	SSO/RBAC implementation; Data Loss Prevention procedures; third-party risk assessments	Staff-weeks or $	Coordinate w/ CISO, Privacy
One-time: Pilot & evaluation	Sandbox tenancy (may be state-covered); evaluation datasets; utilization and impact dashboards; user research	Staff-weeks or $	Define success metrics up front
Recurring: Ops & support	Vendor support tier; internal run (product, data, integration); incident response	FTE + $/year	Blend FTE across roles
Recurring: Licenses & seats	Creator/agent/admin/viewer seats; enterprise add-ons (SSO, audit, retention)	$/user/month	Contract minimums & true-up terms

Recurring: Usage	Model/API calls; database storage; indexing refresh	$ per unit	Use pilot to assess relevant rates
One-time: Change management & training	Communications plan; job aids; upskilling and training curriculums	Staff-weeks or $	Include translation and ADA compliance
Recurring: Monitoring & assurance	Utility evaluations; fairness/privacy checks; red-teaming cycles	$/year	Schedule quarterly
Recurring: Transparency & inventory	Public updates; inventory upkeep; one-pager refresh	$/year	Critical for trust
Recurring: Records & retention	Prompts/outputs/configs/logs, with cloud-based storage by class	$/GB per month	Coordinate with records officer or department
Recurring: Contingency	Feature shifts; usage surges; compliance changes	% of recurring	10–20% of program is typical

ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Maura O'Keefe, Town Counsel, Mike Renshaw, Town Manager
Meeting Date: April 13, 2026
Department/Office: Town Manager/Select Board
Item Name: 9:15 PM - Vote to execute May 19, 2026 election warrant **(10 minutes)**

Purpose:
The Select Board will consider voting approval of two ballot measures.

Background/Summary:
Town Clerk Transition:

- On November 17, 2025, Town Meeting approved an article to authorize the Select Board to petition the state legislature to amend the Town Charter to change the Town Clerk position from elected to appointed.
- There are two additional steps required to enact the proposed Town Charter change.
- One step is to obtain approval of the Massachusetts legislature and the other is to attain approval of a ballot measure at a town election.
- The Select Board voted to authorize Town Counsel to file a petition with the state legislature seeking approval of an amendment to the Town Charter. This petition has been filed and is moving through the legislature's committee review process.
- The text of the home rule petition and the text of the proposed ballot measure for the town election is included in this meeting packet.
- The reason for seeking this Charter change is to expand the pool of potential applicants. The Town Clerk position has become an increasingly complex position which requires knowledge of the intricacies of municipal elections as well as administration of voter registration, birth, death and marriage certificates. For a large town such as Falmouth, it is important to have a Town Clerk with direct experience and knowledge.

Establishing a Licensing Commission:

- On April 7, 2025, Town Meeting approved an article to authorize the Select Board to petition the state legislature to amend the Town Charter to create a licensing commission.
- There are two additional steps required to enact the proposed Town Charter change.

- One step is to obtain approval of the Massachusetts legislature and the other is to attain approval of a ballot measure at a town election.
- The text of the proposed home rule petition and proposed ballot measure are included in this meeting packet.
- The reason for establishing a licensing commission is to allow a separately appointed commission to address licensing decisions and free up more for the Select Board to focus on policy priorities.

Recommended Actions:

Department Recommendation:

The Town Manager recommends Select Board approval of the election warrant as presented.

Options:

- Motion to approve election ballot as presented
- Motion to approve election ballot with amendments
- Some other Board-defined alternative

Town Manager's Comments:

The Town Manager recommends Select Board approval of the election ballot as presented.

Budget:

Applicable? (yes or no):

Budgeted? (yes or no):

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Finance Director's Comments (if applicable):

Attachments:

1. Ballot Language (Clerk)
2. Town Clerk Home Rule Petition
3. Ballot Language (Licensing Commission)
4. Licensing Commission Home Rule Petition
5. Warrant for Annual Town Election - May 19 2026

BALLOT QUESTION

(Article 11, November 17, 2025 Town Meeting)

SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY TOWN MEETING HELD ON NOVEMBER 17, 2025 RELATIVE TO THE POSITION OF TOWN CLERK SUMMARIZED AS FOLLOWS?

Amendments to Article IV and Article V – Other Elected Town Boards and Officers and The Town Manager. The position of Falmouth Town Clerk shall change from an elected one to an appointed one. The Town Clerk shall be appointed by the Town Manager, subject to approval by the Select Board.

AN ACT RELATIVE TO THE CHARTER AND
THE TOWN CLERK IN THE TOWN OF FALMOUTH

SECTION 1. Notwithstanding any general or special law to the contrary, the office of Town Clerk in the Town of Falmouth shall be appointed by the Town Manager subject to the approval of the Select Board, in accordance with other appointments made by the Town Manager under the Charter of the Town of Falmouth. The Town Clerk shall have all the powers, perform all the duties and be subject to the liability and penalties conferred and imposed by law on town clerks. The Town Clerk shall enjoy and be subject to all benefits, including salary, fringe benefits and other conditions of employment, as the existing Town Clerk and the position of Town Clerk shall be placed on the Town of Falmouth Technical Administrative and Management (TAM) Full Time Non-Union Salary Table accordingly.

SECTION 2. Notwithstanding Section 1, the position of elected Town Clerk shall be abolished upon the effective date of this act and the term of the elected incumbent terminated provided, however, that the elected incumbent shall then become the first appointed town clerk and shall serve in that capacity for a period of time equivalent to the remainder of the elected term or sooner in the case of resignation, retirement or removal. Thereafter, appointments to the position of Town Clerk shall be made by the Town Manager, subject to the approval of the Select Board under Section 1.

SECTION 3. The Charter of the Town of Falmouth, which is on file in the office of the archivist of the Commonwealth as provided in section 12 of chapter 43B of the General Laws, is hereby amended as follows:

Striking out the words “and a Town Clerk” from section C4-1(A) so that said section states as follows: Following adoption of this Charter, the only officer to be elected shall be a Moderator.

Striking out sections C4-3(A) and C4-3(C) in their entireties and renumbering section C4-3 accordingly.

Adding the words “a Town Clerk” to section C5-4(A) so that said section states as follows: Subject to the approval of the Select Board granted within ten (10) working days, the Town Manager shall appoint on the basis of fitness and merit alone, an Assistant Town Manager, a Town Planner, a Town Counsel, a Finance Director, a Director of Personnel, a Town Clerk and other department and division heads. The failure of the Select Board to act within ten (10) working days shall constitute approval of the Town Manager’s action. The Town Manager may suspend or remove any person so appointed consistent with the General Laws, this Charter or the bylaws of the Town.

SECTION 4. This act shall take effect upon its passage.

BALLOT QUESTION

(Article 40, April 2025 Town Meeting)

SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY TOWN MEETING HELD ON APRIL 7, 2025 RELATIVE TO THE ESTABLISHMENT OF THE FALMOUTH LICENSING COMMISSION SUMMARIZED AS FOLLOWS?

Amendments to Article III and Article VII – Select Board and Appointed Governmental Bodies. A Falmouth Licensing Commission shall be established, comprised of five (5) members appointed by the Select Board. The Commission shall have the authority to issue licenses for innholders, common victuallers, entertainment, and for the sale of alcohol, and the authority to enforce and promulgate all laws, rules and regulations for such licenses. The Select Board shall retain authority for all other licenses for which they are designated as the licensing authority by statute.

AN ACT AMENDING THE HOME RULE CHARTER OF THE TOWN OF FALMOUTH TO CREATE THE FALMOUTH LICENSING COMMISSION

SECTION 1. Article 3 of the Charter of the Town of Falmouth, which is on file in the office of the archivist of the Commonwealth as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out section C3-7(B) and renumbering section C3-7 accordingly.

SECTION 2. Article 7 of said charter is hereby further amended by inserting the following as section C7-9:

§ C7-9: Licensing Commission

A. There shall be a Licensing Commission which shall consist of five members appointed for three-year terms.

B. The Licensing Commission shall act as the licensing authority and shall have the following powers and responsibilities:

(1) The power to issue licenses for innholders or common victuallers;
(2) The powers of a licensing board appointed under Section 4 of Chapter 138 of the Massachusetts General Laws, to serve as the licensing authority for purposes of said Chapter 138, and to grant all licenses related to alcoholic beverages under said Chapter;
(3) To serve as the licensing authority for purposes of Chapter 140 of the General Laws and to grant all licenses under said Chapter 140 which are not, by that chapter, placed within the jurisdiction of another municipal officer or agency;
(4) All powers with respect to other licenses for which the Town has statutory and regulatory authority, unless otherwise assigned to another municipal officer or agency by General Law, this Charter, or bylaw.

2. The Licensing Commission shall make all necessary rules and regulations regarding such licenses and shall be empowered to attach conditions and impose such restrictions thereto as it considers to be in the public interest.

3. The Licensing Commission shall have the authority to enforce, or cause to be enforced, the laws, rules and regulations relating to licensing as to all businesses, entities and individuals for or to which it issues licenses.

SECTION 3. Within 30 days of the passage of this act, the Select Board of the Town of Falmouth shall appoint five (5) individuals to the Licensing Commission in accordance with section C7-16 of the charter of the Town of Falmouth; provided, however, that one (1) member shall serve an initial term of one (1) year, two (2) members shall serve an initial term of two (2) years and two (2) members shall serve an initial term of three (3) years.

SECTION 4. This act shall take effect on January 1, 2026.

Town of Falmouth

Warrant For Annual Town Election MAY 19, 2026

BARNSTABLE, SS.

To either of the Constables of the Town of Falmouth

GREETINGS:

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

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

on TUESDAY, the 19th OF MAY 2026, from 7:00a.m. to 8:00p.m. for the following purpose:

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

ELECT TOWN OFFICERS:

SELECT BOARD	ELECT TWO	3 YEAR TERM
TRUSTEE OF PUBLIC LIBRARY	ELECT TWO	3 YEAR TERM
SCHOOL COMMITTEE	ELECT THREE	3 YEAR TERM
PLANNING BOARD	ELECT THREE	3 YEAR TERM
MUNICIPAL LIGHT BOARD	ELECT TWO	3 YEAR TERM
FALMOUTH HOUSING AUTHORITY	ELECT ONE	5 YEAR TERM
FALMOUTH HOUSING AUTHORITY	ELECT ONE	4 YEAR TERM

TOWN MEETING REPRESENTATIVES:

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

QUESTION ONE: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY TOWN MEETING HELD ON NOVEMBER 17, 2025 RELATIVE TO THE POSITION OF TOWN CLERK SUMMARIZED AS FOLLOWS?
Amendments to Article IV and Article V – Other Elected Town Boards and Officers and The Town Manager. The position of Falmouth Town Clerk shall change from an elected one to an appointed one. The Town Clerk shall be appointed by the Town Manager, subject to approval by the Select Board.

QUESTION TWO: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY TOWN MEETING HELD ON APRIL 7, 2025 RELATIVE TO THE ESTABLISHMENT OF THE FALMOUTH LICENSING COMMISSION SUMMARIZED AS FOLLOWS?
Amendments to Article III and Article VII – Select Board and Appointed Governmental Bodies. A Falmouth Licensing Commission shall be established, comprised of five (5) members appointed by the Select Board. The Commission shall have the authority to issue licenses for innholders, common victuallers, entertainment, and for the sale of alcohol, and the authority to enforce and promulgate all laws, rules and regulations for such licenses. The Select Board shall retain authority for all other licenses for which they are designated as the licensing authority by statute.

Given under our hands this _____day of _____ 2026.

ROBERT P. MASCALI, CHAIR _____.

HEATHER M.H. GOLDSTONE, VICE CHAIR _____

DOUGLAS C. BROWN _____

COLIN W. REED _____.

JACK PETER RICHARDSON _____

FALMOUTH SELECT BOARD

Barnstable, SS.
Falmouth, MA

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

_____ _____
Constable, Town of Falmouth Date

TOWN OF FALMOUTH
SELECT BOARD
AGENDA
WEDNESDAY, FEBRUARY 25, 2026 – 6:30 P.M.
OLD SILVER/SURF DRIVE PROGRAM ROOM
SENIOR CENTER
780 MAIN STREET, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

Present: Robert P. Mascali, Chair; Heather M. H. Goldstone, Vice Chair; Douglas C. Brown; Colin W. Reed
Absent: Jack Richardson
Others present: Mike Renshaw, Town Manager; Peter Johnson-Staub, Assistant Town Manger; Maura O'Keefe, Town Counsel

1. OPEN SESSION

Call to Order: By Chair Robert P. Mascali at 6:30 p.m.

Pledge of Allegiance: Led by Select Board

Recognition: Mr. Mascali recognized Mr. Renshaw, Mr. Johnson-Staub, and others at the emergency operations center dealing with the effects of the recent storm. Also, those round-the-clock workers who worked tirelessly through the storm.

Dr. Goldstone recognized the School District staff and volunteers who have been helping with the warming center. Also, World Central Kitchen, Pink Door Catering, and Cape Cod Collaborative for the meals brought to the warming center. Recognition is due to all residents who have checked on neighbors, helped clear driveways, and other acts of kindness in response to the storm.

Announcements: Mr. Mascali announced that in considering whether to hold a Board meeting tonight and after consultation with the Town Manager and Assistant Town Manager, it was determined that a number of items were time sensitive and need to be addressed this evening. Various committee reports will be heard at a future date, and Business Items d., e., h., and i. will be heard at the March 9th meeting.

Public Comment: None at this time.

Consider a vote to affirm the appointment of the Fire Chief

Mr. Renshaw explained that a total of 35 applications were received and screened, and four candidates ultimately were selected to move to the final resident panel interview and assessment phase conducted on January 9 and January 10, respectively. Following the very thorough recruitment and evaluation process, staff is extremely pleased to bring forward Mr. Jeff Lewis

for affirmation as Fire Chief. Chief Lewis brings more than 31 years of progressive full-time fire service experience, including extensive leadership in firefighting and emergency medical services, fire suppression and inspections, emergency management, technical rescue, and large-scale disaster response. He currently serves as a Battalion Chief with the Fairfax County Fire and Rescue Department, a 39-station department with approximately 1500 total personnel that is one of the largest and most highly regarded combination fire-rescue systems in the country. As Mr. Lewis currently resides out of state, the request is that the Board waive the Department Head residency requirement for his appointment, as stated in Article V, Section 4 of the Town Charter. Mr. Lewis will seek to relocate to Falmouth, contingent upon the Board's approval of his appointment.

Motion by Mr. Brown: To approve and affirm the appointment of Jeffrey Lewis as the Town's Fire Chief. Second: Dr. Goldstone.
Vote: Yes – 4 No – 0

Motion by Mr. Brown: To waive the residency requirement for Jeffrey Lewis, understanding this is temporary in nature. Second: Dr. Goldstone.
Vote: Yes – 4 No – 0

2. CONSENT AGENDA

a. Licenses

1) Consider a vote to approve an application from Historic Highfield, Inc. located at 56 Highfield Drive, Falmouth for two, Special One-Day Wine and Malt Liquor Licenses for Falmouth Jazz Concerts on Sunday, March 1, 2026 and Sunday, May 3, 2026

b. Administrative Orders

1) Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install 1 (one) new JO pole to be labeled 108/73 approximately 135' (feet) from 108/72. This work is necessary to provide electric service to 481 Quaker Rd in North Falmouth.

2) Consider a vote to approve a request from the Police Department to expend funds from the D.A.R.E. grant donations account (28-210-5210-5780) in the amount of $3005.05 for the purpose of purchasing items to collaborate with the children of the Town of Falmouth and Falmouth Public Schools

3) ~~Consider a request from the 250th Anniversary Task Force for a variance to Sign Code §184-7: Placement and §184-32: Off-Premises Signs to hang banners containing quotes related to the American Revolution and with information on the Falmouth Historical Society's exhibition on the American Revolution on poles on Main Street~~

This item was held for further discussion at a future meeting.

4) ~~Consider a vote to approve a request from Falmouth Commodores Baseball Club for a variance to Sign Code §184-7: Placement and §184-~~

~~32: Off-Premises Signs to hang Falmouth Commodores flags on the light poles on Main Street~~

This item was held for further discussion at a future meeting.

5) Consider a vote to approve a request from St. Barnabas Church for a variance to Sign Code §184-30C: Special Events for the display of temporary promotional signs in excess of the number of days permitted, and in excess of 32 square feet on the property at 91 Main Street
6) Consider a request from Falmouth Farmers Market for a variance to Sign Code §184-32: Off-Premises Signs for 13 yard signs and Sign Code §184-30C: Special Events for a banner at Mullen-Hall School for the Falmouth Farmers' Winter Market on Sundays until March 29, 2026
7) Consider a request from the Falmouth Fireworks Committee for a variance to Sign Code §184-30C: Special Events to hang a temporary banner at the South end of Falmouth Heights ball field for the 4th of July Fireworks
8) Consider a request from the Coastal Resilience Specialist to apply for a grant under the FY27 Municipal Preparedness Vulnerability Program (MVP) Action Grant for Water Main Resilience
9) Consider a request from the Falmouth Fire Rescue Department to apply for the FY2026 Firefighter Safety Equipment Grant
10) Consider a request from the Falmouth Fire Rescue Department to apply for the FY2026 Student Awareness of Fire Education (S.A.F.E.) and Senior S.A.F.E. grant

Motion by Dr. Goldstone: To approve the Consent Agenda, aside from Administrative Order Items #3 and #4, as presented. Second: Mr. Brown.
Vote: Yes – 4 No – 0

3. PUBLIC HEARINGS - 6:45 PM

a. Discuss and consider a vote to approve a request from Aanjes and Hollis Hershfield of Devour Artisan Eatery for a variance to the Flow Neutral Bylaw for a proposed increase in seating of the restaurant at 352 Main Street, Unit 3 (parcel ID 38A 09 004 000A)

The Board opened the public hearing at 6:55 p.m.

Mr. Renshaw explained that a building permit application has been submitted to renovate Devour Artisan Eatery at 352 Main Street, requiring review under the Flow Neutral Bylaw. The property is within an existing sewer service area, and the existing building on the property is connected to the municipal sewer system. The applicants propose to increase the seating of their restaurant from 12 seats to 45 seats in order to enhance the economic viability of the business. The Wastewater Superintendent and the Health Agent on behalf of the Board of Health have reviewed this request and submitted memos. The proposed increase in seating requires a flow neutral bylaw variance because it would increase peak wastewater from the parcel by more than 10%. The proposed redevelopment would increase peak (Title 5) wastewater flow from the

parcel by 1155 gallons per day (gpd). Sufficient capacity currently exists for this redevelopment. There is 80,230 gpd of (average annual) permitted discharge capacity remaining for flow increases from by-right development and from flow neutral bylaw variances, until additional discharge capacity becomes available. The outfall discharge is projected to be available by 2032.

Mr. Mascali asked if there is a certain number of seats that would be a break even number for the restaurant, in case the Board does not approve the full request. Aanjes Hershfield, Devour Artisan Eatery, stated that she would be open to a consideration of a lower number. She noted that she plans to expand the evening hours, but the occupancy during the day will remain the same.

Mr. Reed noted that, without any forecasting, the Board should support small businesses looking to expand to diversify sources of income. Dr. Goldstone agreed. This will be an additional option for dinner hours on Main Street.

There was no public comment at this time.

Motion by Mr. Reed: To close the public hearing. Second: Mr. Brown.
Vote: Yes – 4 No – 0

Motion by Mr. Reed: To grant a Flow Neutral Bylaw variance for a peak (Title 5) flow increase from the property of 1,155 gpd. Second: Dr. Goldstone.
Vote: Yes – 4 No – 0

6. TOWN MANAGER'S SUPPLEMENTAL REPORT: *(The Board addressed this item at this time)*

- Mr. Renshaw provided an update on the past 72 hours of the winter storm. The high winds stretched the Town's response resources thinly. DPW crews began plowing immediately but there was a point on Monday where visibility conditions dropped so significantly that it was difficult to maneuver the plow trucks. Eversource's response was good. More advanced staging would be helpful in the future. The Town dealt with many downed power lines through Monday night which slowed the response phase. There were issues with facility generators, especially the one at the Gifford Street water treatment plant. Eversource brought a large generator to help with this. Requests have been made to the State for additional plow crews. He thanked the Barnstable County Sheriff for additional resources sent. The Town's initial response phase includes opening and clearing of the main arterial roadways, then focusing on the secondary collector roads, and then the residential streets. As of 5:00 PM, the Town had approximately 68% of its 400 miles of road plowed for a first pass. Eversource is working diligently on their end to repair power to the Town. He recommended that residents subscribe to the RAVE alert system to receive real time updates via text.

4. BUSINESS

f. 8:15 PM - Vote article recommendations for the April 2026 Town Meeting (25 minutes) *(The Board addressed this item at this time)*

Mr. Mascali explained that he requested amendments to the Short-Term Rental Bylaw Article 17 as the language in the packet was slightly at odds to what he had previously suggested. He read the proposed, revised language from Section 13, "The Board of Health or designee is authorized to implement this bylaw including adopting policies and procedures for the administration and enforcement of the short-term rental licenses and to effectuate the purpose of this bylaw . The Board of Health is authorized to promulgate written rules and regulations, subject to approval by the Select Board."

Mr. Brown stated that he received an e-mail from one of the Short-Term Rental Bylaw Committee members after the last Board meeting. He stated that he may have been in error when he voted in support of adding the revised language about the authorization of the Select Board, as the Committee voted to support the suggested language as long as Town Counsel was okay with it. Their vote was contingent on that approval. Mr. Mascali noted that, which the Committee suggested that the language was contingent upon Counsel's approval, it is a decision of the Select Board and not a decision of Counsel as to whether or not the Board wants to adopt the language for Article 17. Mr. Brown stated that it is important to respect the vote of the Committee, and the Board seems to be overruling that.

The Board reviewed Articles 4, 15, and 16, with no questions or revisions proposed.

The Board reviewed Article 17. Mr. Reed asked for information regarding the intent behind the most recently received revision. Mr. Mascali stated that, from the beginning, he asked that the Select Board retain some authority with respect to the rules and regulations, which is consistent with what the town of Nantucket included in its bylaw. It appears that the language he suggested caused some concern that the Select Board was trying to have concurrent authority with or administrative oversight over the Board of Health, which it is not. With respect to the rules and regulations for this bylaw, the Select Board needs to have authority. The intent of this change is to further the understanding that the Select Board has nothing to do with the administration, the oversight, or the concurrent authority of the Board of Health. The Select Board is retaining the right to approve written rules and regulations which it would like to adopt. This is different than policies and procedures.

Mr. Reed asked the differences between rules and regulations and policies and procedures. Mr. Mascali stated that policies and procedures are used to administer the bylaw, whereas rules and regulations are more substantive and impactful. Allowing the Board of Health to have an unfettered ability to adopt rules and regulations without the Select Board's input and approval is a ceding of the Select Board's authority that he is not comfortable with.

Mr. Brown stated that he does not believe the Select Board does not have the authority to intervene. The Select Board could have a hand in reviewing the bylaw but not managing it. The proposed language seems to be in conflict with the reality of the process. It seems unfair to use the Short-Term Rental Bylaw Committee's work over the years to test a theory regarding ceding of the Select Board's authority.

Dr. Goldstone stated that she does not support the proposed change in language. There are other provisions in the draft bylaw which she expressed personal disagreement with. She stated that

this is a new draft of the bylaw, but the Board has already voted the Warrant. The Board's job this evening is to vote a recommendation with the amended language, or as originally printed, or to recommend indefinite postponement. Mr. Mascali stated that he and Mr. Johnson-Staub stated that they believed this would be the best way to deal with a possible amendment.

Mr. Brown asked how this amended language will improve the proposed bylaw. Mr. Mascali stated that the first draft seemed to give the Select Board authority to approve policies and procedures. There was concern that this would lead to the Select Board improperly trying to have concurrent authority with, and administrative oversight of, the Board of Health. The amended language looks to dispel that and explain that the Select Board should have the ability to approve rules and regulations that the Board of Health would then adopt. The Attorney General's Office approved Nantucket's bylaw which includes that regulations shall be adopted by the Board of Health, subject to the Select Board approval. This is what Falmouth should pursue as well. The options for this Article are to indefinitely postpone it, approve it as printed, or approve the amended version.

Dr. Goldstone stated that this is not the first time the Board has been well down the path of putting something in front of Town Meeting while being misaligned on it. When the Committee first drafted this bylaw, it was with a preface that their research found the problem was not as urgent as originally thought. Mr. Brown stated that other towns did not find the bylaw to have as much of an impact on affordable housing as may have been hoped. People are also seeking management of short-term rentals in Town. Dr. Goldstone stated that this bylaw would not have any impact on affordable housing. It is intended to regulate the behavior and safety of short-term rentals and ensure they are not a nuisance. These items are within the purview of the Board of Health. It is unclear why the Select Board needs to be involved in that. There does not need to be Select Board oversight of the process.

Mr. Mascali stated that this language has nothing to do with oversight. This provides that the Select Board will have the authority to approve any rules and regulations promulgated by the Board of Health in this matter. There is no intent for oversight.

Mr. Reed stated that any kind of approval is an oversight. He asked how the Select Board has historically provided input to commissions and/or bodies that create rules and regulations. Mr. Mascali stated that there is not a current standard operating procedure for this.

Mr. Johnson-Staub noted that an approval of the language as printed would include Select Board approval for everything. The amendment suggested by Mr. Mascali has narrowed the role of the Select Board for approval within the bylaw.

Ms. Lowell suggested that the Board of Health alert the Select Board when there are any proposed changes to the rules and regulations, allowing for potential comment.

Elizabeth Klein, Precinct 6 Town Meeting Member and member of the Short-Term Rental Bylaw Committee, suggested that the Board recommend a variation of the amended language, by striking the language, "…subject to approval by the Select Board." This part of Section 13 would then read, "The Board of Health or designee is authorized to implement this bylaw. The Board of

Health is authorized to promulgate written rules, regulations, policies, and procedures for the administration and enforcement of short-term rental licenses and to effectuate the purpose of this bylaw."

Mr. Brown agreed with the amended language.

Motion by Dr. Goldstone: That the Select Board vote a recommendation that the Town vote Article 17, amended to strike the phrase, "…subject to approval by the Select Board," from Section 13. Second: Mr. Brown.
Vote: Yes – 3 No - 1

The Board reviewed Articles 18, 19, 20, 21, 22, with no questions or revisions proposed.

Mr. Brown addressed Article 23 and suggested looking into land that could be used for a swap. This could be the loss of an opportunity. Dr. Goldstone stated that it appears this land is already protected and this request is to codify that. Mr. Reed stated that he believes time is of the essence in this matter.

Motion by Dr. Goldstone: To approve the April 2026 Annual Town Meeting article recommendations, as submitted, for Articles 4, 15, 16, 18, 19, 20, 21, 22, 23, 24, and 25, with the exception of Article 17. Second: Mr. Reed.

Discussion:
The Board discussed the proposed Indefinite Postponement recommendation for Article 25.

Vote: Yes – 4 No – 0

g. 8:40 PM - Discuss and consider an appointment to the Cape Cod & Islands Water Protection Fund (10 minutes) *(The Board addressed this item at this time)*

Mr. Renshaw explained that Assistant Town Manager Peter Johnson-Staub has served as the Falmouth representative to the management board since its inception in 2018 and serves on the Bylaws and Regulations subcommittee of the management board. He noted that Mr. Johnson-Staub would be pleased to continue to serve if that is the pleasure of the Select Board. The Board could also consider a Board member as a representative.

Motion by Mr. Reed: To appoint Assistant Town Manager Peter Johnson-Staub as the Falmouth representative to the Cape Cod and Islands Water Protection Fund management board for a term ending October 24, 2028. Second: Mr. Brown.
Vote: Yes – 4 No - 0

The remaining Business agenda items were deferred to the next meeting.

a. 7:00 PM - Update report from the Falmouth Municipal Light Board (15 minutes)
b. 7:15 PM - Report - Conservation Commission (15 minutes)

c. 7:30 PM - Update and annual report from the Taskforce on Workers and Families (15 minutes)
d. 7:45 PM - Consider the request from Lillian Kazanis of New England Festivals for a waiver of the special event permit fee for the Harbor Light Illumination Concert Series & Artisan Market being held at Marina Park on Saturdays, 7/4, 7/11, 7/18, 8/8, 8/15 and 8/22/26 (5 minutes)
e. 7:50 PM - Residential Tax Exemption follow-up discussion (25 minutes)
h. 8:50 PM - Discuss MA Department of Environmental Protection (DEP) wastewater discharge permit for the Easterly project at 375 Sandwich Road (10 minutes)
i. 9:00 PM - Discuss the revisions to the Select Board FY23-FY27 Strategic Plan (15 minutes)

5. MINUTES - 9:15 PM

a. Review and consider a vote to approve minutes of meetings: January 28, 2026

The Board agreed to table review of the minutes to a future meeting.

7. SELECT BOARD REPORTS: None at this time.

8. FUTURE AGENDA ITEMS

- Discuss correspondence and media inquiry policies
- LGBTQ+ Sanctuary Town
- Discuss walkability improvements
- Hear an update and discuss the Joint Base Cape Cod Master Planning Process
- Discuss current Town website functionality and potential redesign
- Discuss 10-year spending on consultant fees
- Debt forecast discussion with Finance Committee
- Discuss petitioning the State Legislature for changes to Chapter 40B law
- Discuss the need for a municipal building inventory and review of current/planned uses
- Discuss the adoption of an Artificial Intelligence (AI) Use Policy
- Update on Eversource Falmouth Tap Expansion Project on Sam Turner Road
- Discuss adding a third monthly Select Board workshop meeting targeting specific topics
- Meeting with new Steamship Authority General Manager Alex Kryska

9. ADJOURN

Motion by Mr. Reed: To adjourn at 8:13pm. Second: Mr. Brown.
Vote: Yes – 4 No - 0

Respectfully submitted,
Kristan Patenaude, Recording Secretary

TOWN OF FALMOUTH
SELECT BOARD
AGENDA
MONDAY, MARCH 9, 2026 – 6:00 P.M.
OLD SILVER/SURF DRIVE PROGRAM ROOM
SENIOR CENTER
780 MAIN STREET, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

Present: Robert P. Mascali, Chair; Heather M. H. Goldstone, Vice Chair; Douglas C. Brown; Colin W. Reed; Jack Richardson
Others present: Mike Renshaw, Town Manager; Peter Johnson-Staub, Assistant Town Manger; Maura O'Keefe, Town Counsel

1. OPEN SESSION

The Board was called into Open Session at 6:00 P.M.

2. EXECUTIVE SESSION

a. M.G.L. c. 30A s. 21(a)(3) - to discuss strategy with respect to threatened litigation
b. M.G.L. c. 30A sec. 21(a)(6) - To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body

Motion by Mr. Mascali: To enter into Executive Session per M.G.L. c. 30A s. 21(a)(3) to discuss strategy with respect to threatened litigation and M.G.L. c. 30A sec. 21(a)(6) – To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Second: Mr. Brown
Roll Call Vote: Richardson – aye; Brown– aye; Mascali - aye; Goldstone – aye; Yes – 4 No – 0

3. OPEN SESSION

Call to Order: By Chair Robert P. Mascali at 6:40 p.m.

Pledge of Allegiance: Led by Select Board

Recognition: Mr. Mascali recognized the Barnstable County Sheriff and the Sheriffs of Norfolk and Berkshire Counties for their help to the Town during the recent snowstorm.

Announcements: Mr. Mascali announced that the Waterways Committee has posted its draft updated mooring regulations, available on their website. Also, the Board received word from Representative Vieira that three of the four Home Rule Petitions from the Town have been approved by the Joint Committees on Municipalities to move forward for further action.

Mr. Brown stated that the Short-Term Rental Advisory Committee will meet Wednesday at 6 P.M. in the Select Board meeting room prior to Town Meeting.

Town Manager's Report:
Mr. Renshaw stated that the recovery from the winter storm was challenging. There will be an after action review with all departments, Eversource, and National Grid this Thursday afternoon. This is an important process for planning and preparation for the next event. The after action review report will be presented to the Select Board once completed. Last week, he was given a draft copy of the Joint Base Cape Cod report and one of the themes was emergency generators. There are similar challenges for many jurisdictions on the Cape. The Town's Capital Improvement Plan is already in excess of $100M, but the Town needs to start planning for the replacement of some of its emergency generators which have passed their useful life.

Mr. Renshaw explained that after the recovery phase from the storm was completed, the Town launched into a damage assessment, as part of the Massachusetts Emergency Management Agency and Federal Emergency Management Agency plans to obtain reimbursement. The assessment included review of all the costs associated with snow and ice removal, overtime work, equipment repair, equipment rental, etc. He can provide the breakout at a later date. The estimates total approximately $797,000.

Mr. Johnson-Staub reviewed the beach mobile food vendor proposals. The Board was encouraged to make changes to the food concession bids for the beaches, such as moving away from using the buildings at Surf Drive and Old Silver, and transitioning to food trucks/trailers, with the encouragement of the Beach Committee. Another suggestion was to add a couple of new locations to bid out for mobile food concessions. In total, the Town solicited bids for six locations, seven days per week, for a minimum number of hours. The proposed locations are Old Silver Reserved, Old Silver Public, Surf Drive, Falmouth Heights Beach, Bristol Beach, and Chapoquoit. In addition, there was a mobile food and beverage bid for other beach locations including Megansett Beach, Grews Pond, Woodneck, Mill Road Ext., and Menauhant. The Town also issued a bid for a hot beverage mobile vendor which would have access to all of the beaches provided they do not interfere with beach operations or other concessions. There were no bids for that item. All of the other RFPs received competitive bids which are currently being evaluated. One aspect that was not anticipated was that there was one aggressive bidder who was the high bid for five of the locations. This bidder indicated that they only wish to pursue four locations. He recommended to the Town Manager to proceed with awards based on the outcomes. This is a two-year bid with a one-year extension option.

Mr. Brown asked if the single vendor may provide different food at each of the four locations. Mr. Johnson-Staub stated that the Town is not in control of the menu for the food.

Dr. Goldstone asked how a responsible bidder can be considered when the Town has not previously had one bidder managing four locations. Mr. Johnson-Staub stated that the vendor can be asked for information regarding available equipment and personnel, but the model has often included that owners and seasonal staff will be hired.

Public Comment:

Nate Miller, Sam Turner Road, stated that, as seen during the recent blizzard, the Town's electric grid could use some improvements. Eversource is moving in that direction. They currently have a petition in front of the Electrical Facility Citing Board to expand their substation on Sam Turner Road. The project would increase capacity and redundancy, which are important, but it would also build a 2.6-acre substation 100' from his neighbor's front yard. The petition makes commitments to mitigating impacts during the planned 30 months of construction, applying for Town permits, and implementing environmental controls to prevent things such as oil spills and erosion. Yet, for the past eight years, Eversource has operated the current site as a staging yard for other projects, and, during that time, none of those commitments have been met. This is a modest, working-class neighborhood which includes a majority of affordable homes that this Town has worked to build and preserve. It is now being asked to bear the brunt of a much larger electrical reliability project. He asked the Town to push Eversource to seriously consider the impact on this neighborhood, to evaluate alternatives, to design meaningful mitigations, and to make clear, enforceable commitments. He and his neighbors sent a letter describing these concerns. He encouraged the Board to carefully review Eversource's petition and to press them for binding commitments to minimize the long-term impact of this project on Sam Turner.

Barbara Schneider, Beach Committee, stated that it is important to all seven members of the Beach Committee that have worked tirelessly for the last 2.5 years on transitioning to food trucks for the Board to direct management to not take anything less than what the Town has had. The idea of food trucks was to give more diversity and service to people at the beaches. It would be a shame if someone who rents a home for thousands of dollars, goes to one of them and cannot find something good eat. The Committee appreciates that there were two vendors last year who gave a good head start on what to expect. She asked that the Town be assured that one vendor can handle that much business.

Joe Strazzula, Beach Committee, stated that the Committee was shocked that one vendor could get 4-5 locations. There is concern that the Town is at great risk of not having this be successful at every location. There should be an emphasis on diversity in the food service needs to encourage growth for each beach. He encouraged moving to the next highest bidder, if needed, until the Town obtains the kind of variety that the community needs. This is a success/fail situation, with no in-between. The Committee is not confident that the bidders, as they presented themselves, can do what needs to be done.

4. CONSENT AGENDA

a. Licenses

1) Consider a vote to approve the application by MPG Corporation d/b/a Garrett's Family Market located at 435 Palmer Avenue, Falmouth for a Change of Manager to its Wine & Malt Beverages Package Store License

b. Administrative Orders

1) Consider a vote to accept a donation from Falmouth Road Race, Inc, in the amount of $3,500 to the Beach Donations Account (28-632-5655-4830) for the Beach Department's winter 2025 grant proposal

2) Consider a vote to approve a request from St. Barnabas Church for a variance to Sign Code §184-20:Variances, Section 240-25: Allowable Size for the display of a temporary signs in excess of the number of days permitted, and in excess of 32 square feet on the property at 91 Main Street

3) Consider the approval of a license agreement between the Town and U.S. Coast Guard Auxiliary for the installation of a radio repeater at the Fire Rescue Headquarters facility and radio tower

~~4) Discuss and consider a vote to approve a letter of support for federal community project funding for the Woods Hole Oceanographic Institution (WHOI) Complex for Waterfront Access to Exploration and Research (CWATER)~~

This item was held for further discussion.

Motion by Dr. Goldstone: To approve the Consent Agenda, with the exception of Administrative Order Item #4, as presented. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

4. CONSENT AGENDA

b. Administrative Orders

4) Discuss and consider a vote to approve a letter of support for federal community project funding for the Woods Hole Oceanographic Institution (WHOI) Complex for Waterfront Access to Exploration and Research (CWATER)

Mr. Reed abstained from this item.

Motion by Mr. Richardson: To approve Administrative Order Item #4, as presented. Second: Dr. Goldstone.
Vote: Yes – 4 No – 0

5. COMMITTEE INTERVIEWS - 6:40 PM

a. Interview and consider a vote to appoint a member to the Commission on Substance Use - Aubrey Wilsey

This item was rescheduled for a future meeting.

6. BUSINESS

a. 6:45 PM - Residential Tax Exemption follow-up discussion

Mr. Renshaw noted that the Board previously discussed this item on November 3, 2025.

Laura Sitrin, Finance Director, explained that a residential property tax exemption shifts the tax burden within the residential class from those eligible to receive the exemption to those that are not. The tax burden shifts because the overall residential property tax rate will increase overall,

and those properties that are eligible will receive an exemption equal to a percentage of the average residential assessed value of all residential property in Falmouth. The law allows municipalities to decide an exemption percentage up to a maximum of 35%. There were 22,632 residential properties in Falmouth as of December 2024. A housing profile completed by the Cape Cod Commission for Falmouth determined that 52% of the entire housing residential housing stock was owner-occupied year-round, 31% was seasonal, and 12% was rental. There could be a 10%-15% difference in these numbers. The breakeven point for 52% of eligible properties would be estimated at $2M. This estimate is $1.6M is there are 64% eligible properties. The breakeven point means that someone would not pay any more or less in taxes once the exemption is received. The potential implementation is scheduled for December 2027. There is funding in the FY27 budget for this including, four months of an administrative clerk, system programming, and postage mailings.

The Board reviewed samples of the effect of the residential tax exemption on eligible and non-eligible residential property taxes. Ms. Sitrin stated that the proposal would reduce the overall assessed value. In order to make up the difference and keep it revenue neutral, this would change the tax rate. The law states that people should apply every year. In reality, most towns are having people apply every 2-3 years, and some as many as every five years. This is a very labor-intensive process. The exemption stays with the owner in this case.

The Board discussed future costs for the program. Ms. Sitrin stated that she believes the administrative clerk position would be needed moving forward.

Dr. Goldstone expressed the importance of streamlining Town systems to allow a resident to go online and apply for their tax exemption, their trash sticker, their beach sticker, their clamming license, etc. all at once, as opposed to providing a proof of residence many different times.

Mr. Reed stated that this will not bring in new revenue but instead create a shift to those that are not eligible. Falmouth is the last meaningful foothold for the middle class on the Cape. The Town has started leveraging ADU production, creating short-term rental regulations, and establishing dedicated housing funding. This program ties into affordable housing and tax overrides being forecasted. He asked if anyone has considered this analysis against the forecasted tax overrides for the Police Station, Lawrence School renovation, and the outfall. It would be great if this was a zero sum game for the average taxpayer. He also asked if there has been any analysis into potential unintended consequences for those not eligible. Ms. Sitrin stated that the Assessment Department in Provincetown, which has a similar procedure, was contacted but an analysis has not specifically been run.

Mr. Richardson stated that policies such as this allow for the tax burden to be shifted to keep people living in Falmouth. He would like to endorse the 10% rate at this time, if possible.

Mary Harris, Precinct 5, asked how the Town will be sure that someone is filing their actual tax return. Ms. Sitrin stated that the federal government will not share a list of this information and it is unclear if the State will either. Mr. Mascali noted that it would be a crime to file a false statement.

Motion by Mr. Richardson: To pursue the 10% residential exemption for FY28. Second: Dr. Goldstone.
Vote: Yes – 5 No – 0

b. 7:10 PM - Discuss MA Department of Environmental Protection (DEP) wastewater discharge permit for the Easterly project at 375 Sandwich Road

Mr. Johnson-Staub the MA Department of Environmental Protection (DEP) recently issued a draft groundwater discharge permit for the 300-unit housing development at 375 Sandwich Road. The Town was not in 'safe harbor' pursuant to M.G.L. 40B when the developer applied for a comprehensive permit for 300 units of rental housing. As such, conditions imposed by the ZBA which added costs could be challenged at the MA Housing Appeals Commission (HAC) if the conditions rendered the project financially infeasible. In some ways, the Town has conflicting goals, it wants to create housing at an affordable rate, but this also adds more nitrogen and wastewater. There was interest in getting the best wastewater treatment for this site as possible. Although the wastewater discharge permit is issued by DEP and not the Town, the ZBA put forth a comprehensive permit that the Great Pond Watershed is subject to a State-approved Targeted Watershed Management Plan requiring management of nitrogen and thus within ZBA jurisdiction, as a matter of local concern. The ZBA issued a comprehensive permit in July 2024 and included a condition imposing a net zero nitrogen discharge standard. The original comprehensive permit decision specified that the developer shall "seek State permitting for a state of the art wastewater treatment system that discharges an annual average per day limit of 3 milligrams per liter of total nitrogen...and has capacity to add a sufficient number of nearby residences or take other measures to ensure there is no net increase in nitrogen discharged to the Great Pond watershed as a result of the Project." This treatment requirement was among a number of conditions appealed by Saxon Partners to the Massachusetts Housing Appeals Commission. The ZBA and the developer ultimately reached a negotiated settlement before the HAC rendered a decision. The agreement states in part: "The Applicant shall design and construct the WWTF to meet an annual average effluent concentration of 5 mg/L of total nitrogen with best operational efforts to achieve an average annual concentration of 3 mg/L of total nitrogen. The Applicant shall also employ mitigative measures to achieve net-zero nitrogen load from the Project to the Great Pond Watershed." Because the concentration standard at an annual average of 5 mg/L of nitrogen will not result in net-zero nitrogen load, the agreement also requires the developer to pay the Town $750,000 to fund implementation of additional nitrogen offset measures.

He explained that the draft groundwater discharge permit issued by the DEP uses different measurement standards. Rather than setting a limit on average annual concentration of nitrogen per liter, it sets a limit on cumulative kilograms of nitrogen discharged per year. The draft groundwater discharge permits set the limit at 346 kilograms per year and a wastewater flow limit of 49,950 gallons per day. When one does the math, the imputed average annual effluent concentration is 5 mg/L - the same as what is required as a minimum standard in the Town's settlement agreement with the developer but without mention of best efforts to get to the lower concentration target of 3 mg/L of nitrogen. Wastewater Superintendent Amy Lowell sent a comment letter to the DEP on November 17, 2025 stating: "The Town requests that the Cumulative Annual Nitrogen Load in the groundwater discharge permit be reduced to 207.3

kg/year, to reflect the best operational efforts concentration of 3 mg/L agreed to by the Applicant and the Town in the comprehensive permit modification." It remains our hope that the final DEP groundwater discharge permit will impose a lower limit on total annual nitrogen load. Town Counsel points out that the developer must comply with both the DEP permit and the Town comprehensive permit. The developer still must make best operational efforts to achieve an average concentration of 3 mg/L, employ mitigative measures to achieve net-zero nitrogen load, and it must pay $750,000 to the Town for additional nitrogen mitigation measures.

Dr. Goldstone asked how one can be determined to have made best operative efforts. Mr. Johnson-Staub stated that the enforceable elements are total nitrogen and net zero. Amy Lowell, Wastewater Superintendent, explained that the Town's comprehensive permit does not reference a load, but an average concentration. This does not reflect the flow and thus is more restrictive. It is unclear at this time what the mitigation measures to get to net zero may be. Dr. Goldstone asked how much nitrogen removal $750,000 will buy the Town. Ms. Lowell stated that this would buy almost 19 I/A upgraded septic systems.

Mr. Brown stated that he is apprehensive about their ability to treat to these levels. Ms. Lowell stated that it is unclear what treatment they will get out of their plant, but there are standards with enforcement as part of the permit. Mr. Brown asked if the Town could do its own testing. Ms. Lowell stated that reports will be required monthly as part of the permit which must be certified as accurate. Mr. Brown expressed concern that a sewer line may need to be run to the site by the Town if there are issues. The Town is under a mandate from DEP to remove nitrogen from the Great Bay watershed and he is confused as to how this project is being allowed to add nitrogen to it. Ms. Lowell explained that there are State regulations that are at cross purpose for this project.

Wendi Buesseler, Coonamessett River Trust, stated that this effluent will be flowing into the Coonamessett Watershed and there is concern about possible impacts. She is uncomfortable with what is proposed in the DEP permit as the mitigation measures are not detailed. It does not mention a fertilizer plan. She asked what will happen if the project does not meet the numbers. She asked how net zero will be determined. Ms. Lowell stated that the main monitoring will be effluent from the treatment plant. As far as fertilizer application, it is unclear how this would be monitored. Ms. Buesseler urged the Town to appeal the DEP permit if it comes in higher than what was worked out between the Town and developer. Town Counsel O'Keefe stated that she believes the two will work in concert with one another. The final permit has not yet been seen.

c. 7:20 PM - Update report from the Falmouth Municipal Light Board

Members of the Falmouth Municipal Light Board provided a presentation and update regarding ongoing projects and initiatives. Falmouth Broadband MLP was established by Falmouth Town Meeting in 2022 to create a municipal broadband internet utility under the Commonwealth's Municipal Light Plant structure. The inaugural board was elected in May 2023. More information on the activities of the Falmouth Broadband MLB can be found at http://falmouthbroadband.net.

d. 7:35 PM - Update and annual report from the Taskforce on Workers and Families

The Select Board received a presentation and update from the members of the Taskforce for Workers and Families. The mission of the Taskforce for Workers and Families is to prepare for Select Board consideration an action plan to promote a better quality of life for working individuals and families in Falmouth. In October 2025, the Taskforce completed a comprehensive report that covers its activities and research endeavors since its creation in June of 2024. The 2025 Annual Report includes valuable information that was collected during the course of three community roundtable events, as well as the results of internal research on sustainable workforce housing initiatives including the Seasonal Communities designation. The Taskforce considers potential actions related to service needs (e.g. childcare, housing support); providing financial resources for low and moderate income individuals and families; and policy change (e.g. zoning, tax policy). To develop this action plan, the Taskforce gathered information on best practices from other municipalities and thought leaders. The Taskforce solicited community input on proposed action items, making a concerted effort to include participation of individuals from diverse backgrounds. The Taskforce is a temporary, single-purpose committee to be dissolved July 1, 2026. The Select Board may vote to extend the term of the Committee to a certain date if additional time is required to achieve the purposes of the Taskforce

Recommendations from the Taskforce include improving housing governance, investing in centralized Town communication, supporting families through municipal childcare assistance, and pursuing workforce housing for municipal employees.

Mr. Richardson asked about short-term decisions to push the mission forward. It was noted that a couple of things could be finding ways to increase accountability and increase connections between Town committees/boards.

e. 7:50 PM - Discuss and consider a vote on the final wording on the naming of the Green Pond Bridge for Sgt. Joshua Tipton

Mr. Renshaw explained that On June 5, 2024, Ms. Amanda Braga-Tipton, sister of late Sgt. Joshua Tipton (U.S. Army), submitted a written application to the Select Board Office requesting that the Select Board consider naming the Green Pond Bridge for Sgt. Joshua Tipton. In accordance with Select Board policy, the Select Board initiated the one-year waiting period at its meeting on July 15, 2024. During its meeting on July 28, 2025, the Select Board designated one of its members, Mr. Reed, to seek input and advice of whichever department, board, committee, or commission oversees the public facility or place to be named and then report back to the full Board. On December 1, 2025, the Select Board conducted a public hearing to hear the report from Mr. Reed, the Select Board designated member, to seek input from the community, and to consider a vote to name the Green Pond Bridge for Sgt. Joshua Tipton. It was explained that the approach to the naming was a way to consider combined recognition and there was a suggestion to name the Green Pond Bridge the Invisible Wounds Bridge in Memory of Sg. Joshua Tipton, with a target date of Memorial Day. On December 1, 2025, the Select Board voted to "approve the request to name the Green Pond Bridge in memory of Sgt. Joshua Tipton and other Falmouth veterans with the naming to be determined in consultation with stakeholders and subject to final Select Board approval."

Mr. Reed explained that there was a request during the December 1st meeting to include another individual's name. The unintended consequences of reaching out to that family included reopening scar tissues and creating a policy that does not make sense to the person whose scar tissues were reopened. He recognized that family and stated that he will do his best to honor the individual.

Motion by Mr. Reed: To approve naming one-half of the Green Pond Bridge the Invisible Wounds Bridge in Memory of Sg. Joshua Tipton in order to allow for the future opportunity to initiate the naming process for the other half of the bridge in honor of another service member, if so desired. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

f. 8:05 PM - Consider a request from the 250th Anniversary Task Force for a variance to Sign Code §184-7: Placement and §184-32: Off-Premises Signs to hang banners containing quotes related to the American Revolution and with information on the Falmouth Historical Society's exhibition on the American Revolution on poles on Main Street

Mr. Renshaw explained that the 250th Anniversary Task Force has applied for a variance to the Sign Code to hang 14 banners on the poles on Main Street. Twelve of the banners contain quotes related to the American Revolution, and two contain information on the Falmouth Historical Society's new exhibition on the American Revolution in Falmouth, which is free and open to the public. If approved, the Department of Public Works will hang the 14 banners, as this is a Town committee.

Dr. Goldstone explained that she asked that this be held from a previous agenda due to concerns regarding political speech as part of the banners and what they may open the Town to. She has since been assured by Town Counsel that this is not an issue, as hanging of the flags due to their content cannot be denied based on free speech.

Bob Ripley, Chair of the 250th Anniversary Task Force, recognized two members of the committee in attendance--Karen Rinaldo, the artist, and Tamsen George. The banners are the same 14 as used last year and will be hung during the same timeframe. Last year the banners were hung in celebration of the 250th anniversary of the start of the Revolutionary War and this year in celebration of the 250th anniversary of the signing of the Declaration of Independence. This will kick off a series of events that will be held on behalf of the Town from July through September. On July 1st will be a dedication of a plaque in Falmouth Heights, a series of events on the Museum on the Green and at the Library and throughout the Town.

Motion by Mr. Brown: To approve the request from the 250th Anniversary Task Force for a variance to Sign Code §184-7-Placement and §184-32-Off-premises signs to hang 14 banners on poles on Main Street for a period of June 29, 2026 to September 1, 2026. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

g. 8:15 PM - Consider a vote to approve a request from Falmouth Commodores Baseball Club for a variance to Sign Code §184-7: Placement and §184-32: Off-Premises Signs to hang Falmouth Commodores flags on the light poles on Main Street

Mr. Renshaw explained that the Falmouth Commodores Baseball Club submitted an application for Streetlight Pole Banner to hang 39 Commodores and America 250 banners on streetlight poles on Main Street (as well as Library Lane, Shore Street Extension, and Town Hall). The Falmouth Commodores Baseball Club is requesting placement of the banners from June 1, 2026 to August 14, 2026. There are 44 streetlight poles on Main Street. The other streetlight poles requested by Falmouth Commodores on Library Lane, Shore Street Extension, and Town Hall have not been used for banners. The Commodores have agreed to a reduction from 39 to 30 banners, in order to also allow for the 250th Task Force banners to be hung.

Dr. Goldstone asked about other potential conflicts, due to the number of signs proposed. Mr. Renshaw explained that there will not be any direct conflicts, due to staff coordination.

Motion by Dr. Goldstone: To approve 30 Falmouth Commodores Baseball banners on streetlight poles on Main Street from June 1, 2026 to August 14, 2026. Second: Mr. Brown. Vote: Yes – 5 No – 0

h. 8:25 PM - Consider the request from Lillian Kazanis of New England Festivals for a waiver of the special event permit fee for the Harbor Light Illumination Concert Series & Artisan Market being held at Marina Park on Saturdays, 7/4, 7/11, 7/18, 8/8, 8/15 and 8/22/26

Mr. Renshaw explained that Lillian Kazanis of New England Festivals, Inc. has requested a waiver of the special event permit for the Harbor Light Illumination Concert Series and Night Markets. This is a recurring event which has been held in 2025 (6 days), 2024 (6 days), 2023 (2 days), canceled in 2020 due to pandemic, and in 2019 (3 days). Last year was the first year a request for waiver of the special event permit fee was submitted, and the Select Board approved the request for waiver of the special event permit fee. Harbor Light Illumination Concert Series and Night Market is approved for six Saturdays on July 4, July 12, July 19, August 8, August 16 and August 22, 2026. The Special Event Permit Fee is $200.00 per day for six days for a total of $1,200.00. For a reduction of the permit fee for the six days, the first and last day is $400.00. A reduction of 75% for the remaining 4 days is $200.00. For a total of $600.00 for a reduced special event permit fee.

Motion by Mr. Brown: To approve the request from Lillian Kazanis of New England Festivals for a full waiver of the special event permit fee for the Harbor Light Illumination Concert Series and Night Market being held at Marina Park on Saturdays, July 4, July 11, July 18, August 8, August 15 and August 22, 2026. Second: Mr. Richardson. Vote: Yes – 5 No – 0

i. 8:30 PM - Consider a vote to appoint members to the Lawrence School Building Committee - Select Board member/representative of body authorized by law to

construct school buildings in Town, Town Manager, School Superintendent, Principal of Lawrence School

Mr. Renshaw explained that, under the School Building Grant Program, the regulations require that an Eligible Applicant establish a school building committee for the purpose of monitoring the application process and to advise the Eligible Applicant during construction. Under 963 CMR 2.00 the regulations define the "Eligible Applicant" as the Chief Executive Officer of the Town. The regulations further state that appointments to the committee be done in a manner consistent with the Town's Charter and any relevant bylaws (963 CMR 2.06(2)(b)). The Falmouth Charter states that the Select Board is the Chief Executive Officer of the Town and is authorized to create any governmental body as required. Further, the Select Board has created a Committee Appointment Policy which governs the appointments to any Falmouth governmental bodies. Therefore, the Select Board is the proper appointing authority for the School Building Committee, and the Select Board will follow its normal policies and procedures when making appointments to the Lawrence School Building Committee.

The regulations set forth the desired composition of the Committee and state that the Select Board should make reasonable efforts to include one or more of the following individuals:

- A member of the Select Board
- The Town Manager
- At least one member of the School Committee
- The School Superintendent
- The local official responsible for building maintenance
- A representative of the body authorized by law to construct school buildings in the Town
- The Principal from the Lawrence School
- A local budget official or member of the finance committee
- Members of the community with architecture, engineering, knowledge of the educational mission and function of school facilities, and/or construction experience

The regulations allow for the Select Board member that is appointed to also serve on the Committee in the capacity of a representative of the body authorized by law to construct school buildings in the Town. The School Committee is scheduled to meet on March 10 and will be voting to recommend to the Select Board at least one member of the School Committee.

The Board agreed that it would consider the position for someone to serve as the representative of the body authorized by law to construct school buildings in Town at a future meeting.

Motion by Mr. Mascali: To approve the appointments of the following members to the Lawrence School Building Committee: Select Board member Douglas Brown, Town Manager Michael Renshaw, School Superintendent Dr. Lori Duerr, and the Principal of Lawrence School Mr. Tom Bushy. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

k. 9:00 PM - Discuss revisions to the June 2025 ICE and Immigration position statement and planning for the next community conversation meeting – *The Board took up this agenda item at this time.*

Mr. Renshaw stated that, on June 30, 2025, the Select Board voted to adopt a position statement concerning ICE operations and the general federal immigration enforcement practices that were in place at that time. There have been significant new developments both locally and nationally involving ICE operations and enforcement practices, and these developments warrant a review and potential revision to the Select Board's current position statement regarding ICE operations. On January 22, 2026, the Select Board facilitated a large-scale community forum titled ICE and Immigration: A Community Conversation; the focus of this community meeting was on the personal stories of immigrants and learn about the impact of federal immigration and enforcement policies upon the local community and local businesses. The Select Board is asked to provide direction to the Town Manager concerning the format and potential topics of future community forums, and any other actions/strategy the Board feels is necessary.

Mr. Richardson asked about steps toward actionable policies, including prohibiting the use of Town property by ICE as an official policy, and prohibiting access to individuals in the Police Department's custody unless in response to a valid judicial warrant. Town Counsel stated that prohibiting the use of Town property could be done by the Board immediately. In terms of prohibiting access to individuals in Police custody, she would like to speak with the Police Chief further.

Motion by Mr. Richardson: To direct Town Counsel to draft a policy with respect to officially prohibiting the use of Town property by ICE, to be presented at the next meeting.
Second: Dr. Goldstone.
Vote: Yes – 5 No – 0

Mr. Richardson stated that he would like the policy to be changed to be more oriented around protections and resources. Dr. Goldstone stated that she would work on a draft including some additional language to present to the Board for its next meeting. She asked that the Board write a letter to its federal elected representatives, as an action to advocate further. The letter could include measures to hold federal immigration officials to the same standards that the Town Police force is held to, including that they be uniformed and clearly identified, that they uphold constitutional rights, that they deescalate, and that they follow use of force guidelines. The Board does not have the power to enforce these items on federal officials, but the federal elected representatives do. She stated that she would draft such a letter for the Board to review.

Mr. Brown expressed concern with the paragraph which begins, "Finally, while Massachusetts State Law stipulates that local police do not and will not assist or participate in federal immigration enforcement, it is important that they be aware of potentially disruptive activities in our town. We encourage the traditional collegial sharing of information between law enforcement agencies to ensure safe, effective operations." He explained that, in years past, there was a more collegial relationship between federal immigration enforcement authorities and local authorities. He would like it to be clear that, if there is a legitimate judicial warrant for criminals

in Town, that the Police will work with those authorities. The intention is not to be anti-ICE to the point of extremism. This may foster additional cooperation.

Mr. Richardson also suggested a letter to Governor Healey to review the 287G agreement that she still has in place with ICE.

Dr. Goldstone advocated getting the event planning committee back together to discuss additional community conversations at future dates. Suggestions could then be brought back to the Board.

Peter Waasdorp, Precinct 1, stated that, as a member of both Indivisible Falmouth and the Falmouth Immigration Rights Committee, he fully endorses the statement submitted to the Board earlier this evening and applauds the hard work from a number of individuals that went into it. Some members of the committee share a view, perhaps familiar to some on the Board, that the Town should not propose anything unenforceable. He noted that this may be a time when stepping outside one's comfort zone regarding this issue may be a patriotic duty. The problem everyone is facing is the supremacy clause of the US Constitution and the way that clause has been interpreted by White House Adviser Stephen Miller and the administration with claims that federal law enforcement agencies, like ICE, "operate with absolute immunity." Yet when considering the point blank shooting of Renee Good, the shooting of Alex Pretti while he was pinned to the ground and offering aid to a woman, the dragging of Chongly Scott Tao an American citizen into the freezing cold while dressed only in shorts and Crocs, the use and detention of five-year old Liam Ramod as bait to apprehend his father, the warrantless roundup of day workers based only on their skin color and language, the apprehension of a Falmouth resident that left his car running in the street in front of a coffee shop, and the use by ICE agents of face masks, false police jackets, and missing identification, something in people's guts and hearts must scream that the supremacy clause argument cannot possibly allow these things. "The key to holding Immigration and Customs Enforcement agents accountable for constitutional violations may lie in the 1987 Law Review Article by Yale Law professor, Akhil Reed Amar," New York Times February 2nd of this year. His central point for present purposes was that State legislators can authorize lawsuits against federal officials for violating the Constitution. If that is correct, such State laws could close an odd gap in federal law that, broadly speaking, allows such suits against state and local officials such as police officers, but not against federal ones such as ICE agents. This is exactly what the framers imagined in terms of State law protecting people against federal abuses. "Over the years, some states, including California, Maine, Massachusetts, and New Jersey, have enacted laws along the lines that Professor Amar proposed, though they are largely untested, and Illinois recently adopted one to specifically address the conduct of ICE agents. Still, Vikram Amar, Akhil's brother and also a law professor, stated that such State laws can serve a larger purpose. In the spirit of federalism, states can experiment in this way, and doing so would likely lead Congress to address the problem because it is unlikely that Congress would want to leave a patchwork of different state regulations and different remedies." Thus, every level of government, town, county, state and federal should, endeavor to communicate concerns and propose and pass laws protecting citizens from federal constitutional violations so that no tyrant in the future can say no one stopped me.

Deborah Kattler, resident of Falmouth, stated that she has heard firsthand stories of local business owners who fear for their employees and their businesses. She has spoken to terrified family members trying to locate their loved ones who were detained by ICE on their way to work, with no understanding of what brought them to ICE's attention. She has seen the challenges to get commissary funds to Massachusetts residents who have been shipped to ICE detention centers all over the country. One person in detention said that $20 there is like $1M on the outside. She urged the Select Board to move beyond broad statements and gestures of solidarity. She was gratified to hear discussion regarding some concrete policies being considered. Lawmakers at all levels of government need to take decisive action to adopt policies that protect residents, workers, and visitors from unlawful federal immigrant enforcement while upholding constitutional rights. A letter was sent outlining many policies that could be implemented. The letter deals with three topics, including education about rights. Additional support from the Town could go a long way in helping residents and businesses to feel empowered. Some examples include providing businesses, private property owners, and community members with clear guidance and signage, including that law enforcement may not enter nonpublic areas without a valid judicial warrant, and ensuring residents are informed of their rights to observe, record, and share information about ICE activities. Secondly, there are ways to help protect due process, such as ensuring individuals in Falmouth Police custody are notified if ICE intends to detain them, given the opportunity to contact legal counsel, and not transferred without a judicial warrant. Finally, regarding data sharing, if elected officials are serious about protecting immigrant communities, efforts cannot begin and end with access to counsel and due process for those already detained. They must also do everything in their power to prevent people from being pulled into the detention and deportation machine in the first place. This requires targeting the surveillance and information sharing mechanisms that enable ICE to weaponize information gathered by local law enforcement with or without formal contracts. This could be accomplished by prohibiting the sharing of license plate reader data and other personal information. or prohibiting sharing of fingerprint data, especially for juveniles, with federal authorities unless legally required. These items will allow Falmouth to be as safe and welcoming as possible; a place where civil liberties are respected, public safety is strengthened, and residents can more fully participate in the community with less fear.

Sandra Faiman-Silva, Precinct 2, stated that Town residents and leaders are in a very difficult situation as it pertains to how to handle the current immigration crisis and ICE's outrageous and extremely dangerous enforcement tactics. Furthermore, ICE's interactions with residents, local police, and immigrants have been shown, even in this Town, to be highly troubling. She asked how the Town can protect its residents in the face of an unruly, irresponsible, and unlawful police agency. The Town must find a path to go beyond the suggestions made in the July 1st Town statement which said, "we encourage the traditional collegial sharing of information between law enforcement agencies to ensure safe and effective operations." It cannot be ignored that collegiality between ICE and civil society today does not exist. The agenda of ICE and the federal government is to round up as many immigrants as possible, detain them in massive detention centers around the country, and systematically deport them as quickly as possible. The July 1st Select Board statement affirmed its commitment to be a welcoming community, one that protects civil liberties, due process, and the U.S. Constitution. Now, the Town must go beyond that level of commitment to detail ways to disrupt the illegal and unethical federal ICE conduct legally, by insisting that ICE perform its law enforcement duties using tools which respect the

law and the Constitution. ICE cannot legally detain people who have committed no crimes, are here lawfully, and are doing nothing to warrant being grabbed from the streets and taken into custody. Yet this is what they do. People have exceeded their stay in the United States. They were brought to the United States by their parents as children and are not hardened criminals. They have committed a civil infraction, a crime similar to driving with a broken taillight, speeding, or driving without a license and must be treated in a way that is consistent with their infraction and not as harden criminals. Town employees and/or residents of the Town must protect the civil rights of others in the community by codifying the rights of all residents in Town ordinances and Town codes that are consistent with the Constitution and laws. Town employees may not detain a person based on an individual's appearance or suspicion that the person is not a U.S. citizen. Town employees may not perform duties of immigration or ICE officers except as permitted by law. The Town may not expend Town funds on resources to perform the work of federal immigration officers, except as required by law. This society thrives when it adheres to laws, codes, and ordinances that apply to everyone and which protect everyone equally. When the Town government details specific ways that the Town is legally prohibited from collaborating with ICE, everyone will be safer. This federal agency has conducted itself in ways that are unlawful, dangerous, and unjust. Having those laws spelled out explicitly and codified in the Town code would provide additional transparency and security to the people of Town and ensure that future leaders do not arbitrarily change practices without democratic oversight.

Judy Handley, Precinct 2, explained that she has spent time doing business canvassing for the Falmouth Immigrant Rights Coalition and has visited about 25 businesses on Main Street. The Board represents people with many different beliefs. She appreciates the actions that the Board is considering and hopes that the Board can find a way to make not only the citizens of the Town feel at ease, but also the business owners, as many of them are very nervous. They do not know who to turn to.

j. 8:45 PM - Discuss the revisions to the Select Board FY23-FY27 Strategic Plan

Mr. Renshaw explained that the Select Board reviews and updates the five-year strategic plan on an annular basis. For the past two years, this review process has involved a single workshop session, facilitated by the Town Manager, typically conducted in the late summer. Following the review and revision process, the Select Board has typically approved and adopted the reviewed strategic plan document in late fall each year. The most recent revised strategic plan was adopted on October 21, 2024. For the 2025/2026 revision process, the Select Board opted to retain the services of the Collins Center from the University of Massachusetts — Boston. Representatives from the Collins Center scheduled a series of three Saturday workshops with the Select Board that were held on September 20, November 22, and December 6, 2025. One of the primary objectives of the workshops was to produce a streamlined strategic plan comprised of the following seven Key Strategic Priority Areas, as well as creating more objective, measurable goals and milestones within each focus area (Housing; Energy & Sustainability; Financial and Economic Stability; Health and Public Safety; Management of Coastal/Natural Resources and Infrastructure; Organizational Effectiveness & Community Engagement; Water, Water Conservation, Wastewater & Solid Waste Management).

The Board reviewed the draft strategic goals under each focus area. There was agreement to review a revised document at the next meeting. There was tentative agreement to depart from the current practice of adopting a document each year and instead proceeding with a different process which would further involve the public.

7. MINUTES

a. Review and consider a vote to approve minutes of meetings: January 28, 2026 and February 9, 2026

Motion by Mr. Richardson: To approve the meeting minutes of January 28, 2026, and February 9, 2026, as amended. Second: Dr. Goldstone.
Vote: Yes – 5 No – 0

8. SELECT BOARD REPORTS: None at this time.

9. FUTURE AGENDA ITEMS

- Discuss correspondence and media inquiry policies
- LGBTQ+ Sanctuary Town
- Discuss walkability improvements
- Hear an update and discuss the Joint Base Cape Cod Master Planning Process
- Discuss current Town website functionality and potential redesign
- Discuss 10-year spending on consultant fees
- Debt forecast discussion with Finance Committee
- Discuss petitioning the State Legislature for changes to Chapter 40B law
- Discuss the need for a municipal building inventory and review of current/planned uses
- Discuss the adoption of an Artificial Intelligence (AI) Use Policy
- Update on Eversource Falmouth Tap Expansion Project on Sam Turner Road
- Discuss adding a third monthly Select Board workshop meeting targeting specific topics
- Meeting with new Steamship Authority General Manager Alex Kryska

Additional items mentioned included information on the appropriations process for the Police Station budget,

10. ADJOURN

Motion by Mr. Richardson: To adjourn at 10:10pm. Second: Dr. Goldstone.
Vote: Yes – 5 No - 0

Respectfully submitted,
Kristan Patenaude, Recording Secretary

TOWN OF FALMOUTH
SELECT BOARD
AGENDA
MONDAY, MARCH 23, 2026 – 6:00 P.M.
OLD SILVER/SURF DRIVE PROGRAM ROOM
SENIOR CENTER
780 MAIN STREET, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

Present: Robert P. Mascali, Chair; Heather M. H. Goldstone, Vice Chair Douglas C. Brown; Colin W. Reed; Jack Richardson
Others present: Mike Renshaw, Town Manager; Maura O'Keefe, Town Counsel

1. OPEN SESSION

The Board was called into Open Session at 6:00 P.M.

2. EXECUTIVE SESSION

a. M.G.L. c. 30A s. 21(a)(3) - to discuss strategy with respect to litigation (Opioid litigation settlement)

Motion by Mr. Brown: To enter into Executive Session per M.G.L. c. 30A s. 21(a)(3) - to discuss strategy with respect to litigation (Opioid litigation settlement) if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Second: Dr. Goldstone
Roll Call Vote: Richardson – aye; Brown– aye; Mascali - aye; Reed – aye; Goldstone – aye; Yes – 5 No – 0

3. OPEN SESSION

Call to Order: By Chair Robert P. Mascali at 6:30 p.m.

Pledge of Allegiance: Led by Select Board

Proclamation:
1) Arbor Day Proclamation: Mr. Richardson read the Proclamation into the record.

Recognition: None at this time.

Announcements: Mr. Mascali announced that, with regard to Agenda Item 7e: Discuss a revised ICE and immigration enforcement position statement, the Board will not be taking public comment this evening. There will be time for public comment on this item at a future meeting.

Mr. Mascali announced that the members of the Select Board, having reviewed the final groundwater discharge permit issued to Falmouth Southerly, LLC, to operate a wastewater

treatment facility at 375 Sandwich Road, have decided that it is not in the best interest of the Town to pursue an appeal. The final permit takes into consideration the comments from the Town and incorporates provisions requested by Amy Lowell, Wastewater Superintendent. The final permit is consistent with the terms and conditions of the settlement that was negotiated by the Falmouth Zoning Board of Appeals, resulting in a modified comprehensive permit for the 40B development. The Board has come to this decision in light of the challenges that the Town faces both financially and environmentally in seeking to ensure the continued viability of Great Pond. The Town is under a legal mandate to systematically denitrify its waterways and embayments. Meeting the regulatory standards set out by DEP to protect the Town's natural resources will be a monumental undertaking, one that the Town takes seriously. Against this backdrop, the Town is also committed to creating affordable housing and is often constrained by the provisions of Chapter 40B in trying to achieve this goal. Here, the Zoning Board of Appeals worked within these significant constraints to forge a sensible agreement that allows for the creation of affordable housing while still making every effort to reduce the impact that this project will have on the Great Pond watershed. This issue has highlighted that Chapter 40B continues to place onerous restrictions on the Town and other communities across the Commonwealth, and the Board encourages the State delegation to take steps to make sensible changes to the law. The Board hears the concerns of the community, especially the dissatisfaction with the allowable nitrogen loads in the final permit. However, the limits imposed by DEP conform to the State's regulations as well as to the provisions of the modified comprehensive permit. At no point will the Town cease its ongoing efforts to protect the Town's waterways, embayments, and the drinking water supply.

Town Manager's Report:
Police Chief Lourie introduced three of the Police K9s and explained that they are both Town and regional assets. The Board will be asked to accept some donations, as this program is able to be done outside the budget. The Department will be creating a 501-C foundation to raise funds for the program.

Mr. Renshaw explained that the Town submitted to the Massachusetts Emergency Management Agency its preliminary damage assessment, including a category called Snow Removal. Approximately $400,000 of the $797,000 of costs were under the category of Snow Removal which falls under the FEMA category of Snow Assistance. For Barnstable County, there needed to be a total cost for all municipalities of at least $1.2M and the costs far surpassed that. Unfortunately, there is a second threshold which FEMA requires for the total snow accumulations as reported by the National Weather Service. This fell short of the historic snowfall accumulation amounts by 0.6 inches. These are only preliminary indications, and staff is trying to gather some additional information. The DPW will be submitting some revised costs based on information regarding fuel costs incurred as a result of the storm events and some additional debris, tree removal, etc. costs.

Mr. Renshaw noted that Town meeting is on April 6th and the precincts are beginning to meet this week. The Warrant booklets were mailed out last week and typically delivered to all the local post office branches. Unfortunately, these booklets were sent out in one box and were delivered to Providence, RI. It looks as though some of the precincts will have to reschedule their meetings in order to leave time for the delivery of these booklets.

Mr. Brown noted that one lane of the Bourne Bridge will be closed Thursday from 9AM-5PM.

Public Comment: None at this time.

4. CONSENT AGENDA

a. Licenses

1) Consider a vote to approve an application by the Fresh Pond Holy Ghost Society for three Special One-Day Wine & Malt Beverages Licenses for the 126th annual Portuguese Festival to be held at 408 Carriage Shop Road, East Falmouth, on Sunday, May 24th from noon to 7:00 pm; the weekend of Saturday, June 27th, from 4:00 pm to 10:00 pm and Sunday, June 28th from noon to 7:00 pm; and Saturday, August 15th, from 2:00 pm to 10:00 pm, 2026.

2) Consider the application by West Falmouth Library, located at 575 West Falmouth Highway, for a Special One-Day Wine & Malt Beverages License, for a Spring Wine Tasting on April 15, 2026, from 6:00 pm to 8:00 pm for 45 guests.

3) Consider a vote to approve an application by Historic Highfield Inc., located at 56 Highfield Drive, Falmouth, for three Special One-Day Wine & Malt Beverages Licenses for Falmouth Jazz Concerts on Sunday, May 17, 2026; Sunday, June 7, 2026; and Sunday, July 12, 2026, all events from 4:00 pm to 6:00 pm.

4) Discuss and consider a vote to approve the application for a Second-Hand Dealer License by Coast Goldworks, LLC, 261 - C Main Street, Falmouth

5) Discuss and consider a vote to approve the application for a Second-Hand Dealer License by The Gilded Oyster, Inc., 155 Main Street, Falmouth

6) Consider a vote to approve applications for renewal of seasonal licenses pending issuance of 2026 Food Service Establishments Permits and Certificates of Inspection:

Seasonal All Alcoholic Beverages Restaurant License, Common Victualler License, Entertainment License, and Sunday Entertainment License Landfall, Inc. d/b/a Landfall Restaurant, 9 Luscombe Avenue

Seasonal All Alcoholic Beverages Restaurant License, Common Victualler License, Entertainment License, Sunday Entertainment License, and Pool Table License Falmouth Pier 37 Boathouse LLC d/b/a Pier 37, 88 Scranton Avenue

~~Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License Seacoast Shores Association, Inc., 7 Farview Lane~~

This item was held for further discussion.

7) Consider a vote to approve the request by Landfall Restaurant, 9 Luscombe Avenue, for permission to extend its Seasonal All Alcoholic Beverages Restaurant License to January 2, 2027.

b. Administrative Orders

1) Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install 2 (two) new FO-ES poles to be labeled 1270/3 & 1270/4 with guy anchor and a New Handhole 1270/H4 and conduit in the Right of Way of Standpipe Hill Road. This pole location is necessary to provide electric service to 27 Standpipe Hill Road in connection with construction of a police radio system.

~~2) Consider a vote to approve the petition by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY to remove the existing anchor guy from P323/6 and install a new 36" sidewalk anchor guy in the Right of Way of Robinson Road. This work is necessary to provide service to 87 Robinson Road, Falmouth.~~

This item was held for further discussion.

3) Consider a vote to accept a donation of services by Team Rubicon for the Beebe Woods Fire Mitigation Project

4) Consider a vote to approve a request from the Falmouth Police Department to accept a donation of veterinary services from Deer Run Veterinary Services for an amount up to $4,633.48 and an anonymous donation of $5,000 for the Police Department's K-9 program

5) Consider a request from the Diversity, Equity, Inclusion and Belonging Advisory Committee to increase its membership to 7 members

Motion by Mr. Richardson: To approve the Consent Agenda, with the exception of Licenses Item #6.c, and Administrative Order Item #2, as presented. Second: Dr. Goldstone.
Vote: Yes – 5 No – 0

4. CONSENT AGENDA

a. Licenses

6) Consider a vote to approve applications for renewal of seasonal licenses pending issuance of 2026 Food Service Establishments Permits and Certificates of Inspection:

<u>Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License</u> <u>Seacoast Shores Association, Inc., 7 Farview Lane</u>

Dick Kelleher, resident of Seacoast Shores, stated that some of the neighbors are opposed to renewal of this license. Over the years, only 25% of neighbors are receiving a benefit from this license. This pay for play scheme shuts many people out. Seacoast Shores is an Environmental

Justice neighborhood. The exclusion of 75% of the neighborhood from the clubhouse is an abomination of a welcoming community. The deed in the charter for Seacoast Shores states that there should not be a liquor license. The request is to deny this item and hold a public hearing.

Town Counsel O'Keefe explained that the license has to be acted on within 30 days, or it is constructively granted. The decision of the Board would need to be based on the application itself, as the concerns addressed regarding the deed and liquor license are a private matter.

Mr. Richardson stated that the Board should delay this for a public hearing. Mr. Brown asked if the Board could deny the application before it without prejudice in order to allow the applicant to come before it at a public hearing with all of the documentation.

The Board tabled discussion on this topic to later in the meeting.

4. CONSENT AGENDA

b. Administrative Orders

2) Consider a vote to approve the petition by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY to remove the existing anchor guy from P323/6 and install a new 36" sidewalk anchor guy in the Right of Way of Robinson Road. This work is necessary to provide service to 87 Robinson Road, Falmouth.

Mr. Brown asked if the sidewalk anchor guy will impede pedestrian traffic. Mr. Renshaw explained that the Town's Engineering Office reviewed the site plans and recommended approval.

Motion by Mr. Brown: To approve the Consent Agenda, Administrative Order Item #2, as presented. Second: Dr. Goldstone.
Vote: Yes – 5 No – 0

5. COMMITTEE INTERVIEWS - 6:40 PM

a. Interview and consider a vote to appoint committee member: Commission on Substance Use – Aubrey Wilsey

The Board interviewed Aubrey Wilsey.

Motion by Mr. Richardson: To appoint Aubrey Wilsey to the Commission on Substance Abuse with a term ending June 30, 2026. Second: Dr. Goldstone.
Vote: Yes – 5 No – 0

b. Interview and consider a vote to appoint committee members: Diversity, Equity, Inclusion and Belonging Advisory Committee
1) Ocean Eversley
2) Diana Manchester Barrett

The Board interviewed applicants to the Diversity, Equity, Inclusion and Belonging Advisory Committee

Motion by Mr. Reed: To approve the appointment of Ocean Eversley to the Diversity, Equity, Inclusion and Belonging Advisory Committee to a term ending June 30, 2026. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

Motion by Mr. Mascali: To approve the appointment of Diana Manchester Barrett to the Diversity, Equity, Inclusion and Belonging Advisory Committee to a term ending June 30, 2028. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

c. Interview and consider a vote to appoint committee members: Lawrence School Building Committee
   1) Staci Jasin
   2) Thornton Lewis
   3) Michael Barrett
   4) Nancy Robbins Taylor
   5) Benjamin Zamore
   6) Skip Bandini
   7) Michael Duffany

The Board interviewed applicants for the Lawrence School Building Committee.

The Board stated that it would consider how many members it would appoint to the Committee and which applicants may be approved at a later date.

6. PUBLIC HEARINGS - 6:45 PM

a. Discuss and consider a vote to approve an application by Soundview Golf, LLC d/b/a Falmouth Country Club for an All Alcoholic Beverages Restaurant License located at 630 Carriage Shop Road, East Falmouth, MA. A Common Victualler License application has also been submitted.

Dr. Goldstone read and opened the hearing at 7:30pm.

Mr. Renshaw explained that the lease of the golf course and clubhouse was signed on December 1, 2025. A complete application for a Common Victualler License was received on March 4, 2026. A complete application for an All Alcoholic Beverages Restaurant License was received on March 6, 2026. A Floor Plan was approved by the Building Commissioner on March 4, 2026. The application was sent to the Fire, Police, and Health departments for review with no objection or issues.

Mr. Reed asked about the role of the food, beverage, and events in regard to the overall business model and the cost of tee times. The applicant explained that this is not a guaranteed business.

The business needs to be priced properly, or users will go elsewhere. Food and beverage are a small component of the overall facility and seen as a complimentary amenity to the golf business.

There was no public comment at this time.

Motion by Mr. Mascali: To close the public hearing. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

Motion by Mr. Brown: To approve the application by Soundview Golf, LLC d/b/a Falmouth Country Club for an All Alcoholic Beverages Restaurant License and Common Victualler License to be located at 630 Carriage Shop Road as presented. Second: Mr. Reed.
Vote: Yes – 5 No – 0

4. CONSENT AGENDA – *The Board retook this item at this time.*

a. Licenses

6) Consider a vote to approve applications for renewal of seasonal licenses pending issuance of 2026 Food Service Establishments Permits and Certificates of Inspection:

Seasonal All Alcoholic Beverages Club License, Common Victualler License, Entertainment License, and Sunday Entertainment License Seacoast Shores Association, Inc., 7 Farview Lane

Town Counsel O'Keefe explained that failure to act on an application by the Board is treated as a denial which triggers an applicant's right to appeal. The applicant could then appeal to the ABCC or reapply. Mr. Brown stated that an outright denial feels unfair, as this was originally on the Consent Agenda and the applicant was not before the Board for this discussion.

Motion by Mr. Richardson: To deny this application without prejudice. Second: Mr. Brown.
Vote: Yes – 5 No – 0

7. BUSINESS

a. 6:55 PM - Annual Update on Townwide sustainability projects - Sustainability Specialist, Stephanie Madsen (15 minutes)

Stephanie Madsen, Sustainability Specialist, presented an annual update on Townwide sustainability projects. Key takeaways are that the Town can save money while reducing greenhouse gas emissions. The Town needs bigger projects to achieve its 20% Green Communities and State goals. The Town needs solution-oriented institutions and citizens to take action in reducing the Town's overall greenhouse gas emissions.

b. 7:10 PM - Annual Report - Energy Committee, Scott Mueller (15 minutes)

Scott Mueller, Chair of the Energy Committee, presented an annual update.

c. 7:25 PM - Inaugural Annual Report - Competitive Energy Services (CES) Greenhouse Gas Inventory (GHG), Zack Hallock (15 minutes)

Zack Hallock presented on the Competitive Energy Services (CES) Greenhouse Gas Inventory (GHG) report.

Dr. Goldstone noted that the Town is aiming for Net Zero. There is nothing in this report that takes into account what the Town's land is doing in terms of carbon capture and storage. The net for this is unknown. She would like to see an analysis of what Town buildings and facilities are putting out in terms of carbon pollution, but also what the lands are taking in and storing for carbon.

d. 7:40 PM - Update on Eversource Falmouth Tap Expansion Project on Sam Turner Road (20 minutes)

Ronit Goldstein, Eversource Community Relations Manager, reviewed the Falmouth Tap upgrade project for an existing station on Sam Turner Road. This will be a new substation, as the current station is a switching station.

In response to a question from Mr. Mascali regarding other locations identified as possible placements for the substation, it was explained that alternatives for the Falmouth Tap substation would include upgrading existing substations in the area, including expanding the Otis substation off MacArthur Blvd. in Bourne and expanding the Hatchville substation along Sandwich Road. Both substations would have to be expanded with additional transformers and circuit breakers to make the alternative work as effectively as the Falmouth Tap project. This would not improve the reliability for the full 20,000 customer pocket in between the substations. The Falmouth Tap substation project would have offered these feeders reliability improvement to serve the 20,000 customers.

Dr. Goldstone asked if additional work will be needed after the Tap project in terms of the redistribution. It was explained that all of the work is part of the Tap project. Dr. Goldstone expressed concern regarding the plan to clear approximately 2.7 acres of trees. The project should be reconfigured to stay within the right of way. The stewardship of the site needs to be maintained.

Mr. Brown asked about building the substation behind the existing station instead of clearing more land. It was explained that this could interfere with the driveway and may require a similar amount of tree clearing due to the lines. This will be part of the ongoing feasibility study.

Mr. Reed expressed concern that the feasibility study will determine that it is not feasible simply because it is not cost productive. The Board has a responsibility to take care of its residents. He would have liked for the Board to have a chance to have this discussion before the applicant sought waivers from other entities. He would like to hear verbal commitment beyond that there will be a feasibility check.

Nathan Miller, resident, explained that this one of the staging sites for other Eversource projects and it has been a mess for eight years. This substation could be 100' from multiple people's front yards which is not a small thing. Residents are being asked to bear the burden of a massive project for the Town. This is a $98M project and Eversource is one of the biggest utility companies in the country and likely has the resources to do better. It is shocking that this is the plan that was put forward. Eversource has moved forward with the plan without any input from the Select Board. Eversource is trying to rush this process through the FSB proceedings as fast as possible. Eversource has stated that this is a critical site for the grid in this area, meaning that the site will continue to be critical for the grid in this area. He asked the Board to consider what this site will look like ten years from now and if it will be built out to every property line. There is a good spot for this project along Route 151, and he encouraged Eversource to consider that option. This would solve the temporary staging issue and the resident conflicts. The Board should consider if it wants to allow this giant industrial complex in the middle of a residential community in Hatchville.

Mr. Reed requested a future agenda item regarding a post storm report, the outages and costs for Falmouth, and potential proceedings at DPU.

e. 8:00 PM - Discuss a revised ICE and immigration enforcement position statement, a letter to the Congressional delegation, and a policy prohibiting ICE from utilizing Town property and facilities in their operations (25 minutes)

Town Counsel O'Keefe reviewed the draft policy with respect to ICE utilizing Town property for civil immigration enforcement. This policy is grounded in the fact that the Select Board is the steward and custodian of Town-owned land and so has the ability to decide how that land will be used. The policy specifies that there are certain restrictions for the use of Town property in terms of ICE enforcement and the ability of that federal law enforcement agency to use any Town property for their operations. Specifically, the policy would restrict ICE from using any Town-owned property for staging areas, processing locations, operation spaces, or any similar purposes in furtherance of civil immigration. It would also prohibit any civil immigration officials from entering nonpublic areas of municipal buildings for any purpose without a court order or judicial warrant. The policy carves out a certain exemptions from the scope of its application so that the Falmouth Police Department can conduct operations while using Town property in order to execute court orders, lawful judicial warrants, or during the enforcement of any federal or state criminal law. They do not have authority to enforce civil law and including civil immigration enforcement. The draft policy allows the Town Manager to enforce the policy.

Mr. Renshaw stated that he believes Chief Lourie is comfortable with the draft policy.

Motion by Dr. Goldstone: To approve the policy for Use of Town Property for Civil Immigration Enforcement, as drafted. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

The Board reviewed the draft ICE and immigration enforcement position statement. Mr. Brown expressed concern for some of the exclusionary language in paragraph four and suggested

language to be included in times when the Town should cooperate with federal officials if they come to Town with a judicial warrant, looking to remove a criminal. Ms. Mascali expressed concern with language in the third paragraph which may be a bit too strong. He suggested revised language. There was agreement that a revised draft will be reviewed at a future meeting.

There was agreement that residents can send in suggestions for the proposed draft policy for future consideration.

f. 8:25 PM - Presentation from MassDevelopment concerning the master planning initiative on Joint Base Cape Cod (15 minutes)

Mr. Renshaw explained that MassDevelopment is the state's development finance agency and land bank, which works with businesses, nonprofits, banks, and communities to stimulate economic growth across the Commonwealth. On July 16, 2025, MassDevelopment announced the selection of VHB, Inc., a Massachusetts-based civil engineering and design firm, to lead a team of consultants to support the development of a master plan for the approximately 7,000-acre cantonment area at Joint Base Cape Cod (JBCC) that will identify current and future spatial needs of the base and plan for the redevelopment of any surplus property. The master plan will build on previous planning efforts, including the 2013 JBCC Master Coordination Plan, which MassDevelopment led in partnership with JBCC, and the 2013 Joint Land Use Study completed by Barnstable County and the Cape Cod Commission. The aim of the master plan is to optimize JBCC's operational efficiency, support current military missions, and accommodate future needs, while also identifying opportunities to address the regional housing shortage and grow the local economy.

Erikk Hokenson, Senior Vice President, Real Estate & Director of Real Estate, Military & Defense Sector Initiative, presented on the Cantonment Area Master Plan.

There was discussion regarding having a further conversation regarding housing and Joint Base Cape Cod at a later date.

g. 8:40 PM - Report - Conservation Commission (15 minutes)

Bill Duffy, Chair of the Conservation Commission, presented the Commission's annual report.

Mr. Mascali asked about the fact that the Commission continues to meet solely via Zoom. Mr. Duffy stated that the Commissioners prefer being online and the engineers have an easier time presenting materials via Zoom.

Mr. Reed asked about the separation of duties between the Commission and the Department staff. Jennifer Lincoln, Conservation Administrator, explained that the staff is the technical support for the Commission. Staff reviews all the projects, prepares the staff reports, and provides information to the Commission. It is staff's job to review all the submitted materials, outline specific regulations, and provide general guidance on reviewing applications. Staff has a good relationship with the Commission and there is an open door policy.

i. 9:10 PM - Consider a request by the Three Hundred Committee (T3C) and Conservation Commission to name the Little Pond Conservation Area after Mark J. Kasprzyk (10 minutes) – *The Commission took up this item at this time.*

Jessica Whritenour, Executive Director of the Three Hundred Committee (T3C), reviewed the history of the Little Pond Conservation Area project. The Conservation Department partnered with the T3C and the Community Preservation Committee (CPC) to secure funding for the much-needed improvements to the parcel. Mark Kasprzyk worked tirelessly to improve public access at the site by overseeing the construction of a parking area, creating an ADA-compliant loop trail, removing invasive species and restoring the area with a diverse native plant community. Without Mr. Kasprzyk's hard work and dedication, this project would not have been completed.

Ms. Lincoln explained that Mr. Kasprzyk retired in November 2025 after serving the Town tirelessly for 27 years. T3C and the Conservation Commission request the Select Board consider naming the Little Pond Conservation Area after Mark J. Kasprzyk.

Motion by Mr. Mascali: To approve the request by the Three Hundred Committee (T3C) and Conservation Commission to name the Little Pond Conservation Area after Mark J. Kasprzyk, and to initiate the one-year waiting period as required by the approved Facility Naming Policy. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

h. 8:55 PM - Annual Update - Falmouth Affordable Housing Fund (15 minutes)

Kimberly Fish, Housing Coordinator, presented an update on the Falmouth Affordable Housing Fund.

Mr. Reed asked about different ways to calculate the area median income for Barnstable County. Ms. Fish stated that this should be a discussion with State legislators.

j. 9:20 PM - Discuss and consider a vote to authorize the Town Manager to issue a Notice of Award for Land Development to Falmouth Housing Corporation, Affirmative Investments, Inc. and Falmouth Housing Trust, Inc. to develop the land located at 0 Locustfield Road for affordable housing (10 minutes)

Ms. Fish explained that on November 5, 2025, a Request For Proposal ("RFP") was issued for the disposition of town-owned land for affordable housing on the land located at 0 Locustfield Road. The proposals were due and opened on February 10, 2026. One (1) proposal was received for this RFP. On February 26, 2026, the Town Owned Land for Affordable Housing RFP Review Committee ("Review Committee") met to discuss the proposal. The proposal was submitted by Falmouth Housing Corporation, Affirmative Investments, Inc., and Falmouth Housing Trust, Inc., collectively. The proposal consists of forty (40) rental units in two buildings. Of the forty (40), there will be 1, 2 and 3-bedroom apartments with tiered area median income ("AMI") rates. Eight (8) units with project-based vouchers, twenty-eight (28) units at 60% AMI, two (2) units at 80% AMI and two (2) units at 100% AMI. Also included in the proposal are six (6) homes for

homeownership in three (3) duplexes, with five (5) two-bedroom units and one (1) 3-bedroom unit. There will be two (2) deed restricted in perpetuity at 80% AMI, two (2) at 100% AMI and two (2) at 140% AMI. The Review Committee issued a memo to the Town Manager on March 10, 2026, recommending Falmouth Housing Corporation, Affirmative Investments, Inc., and Falmouth Housing Trust, Inc. be awarded the land for development. By memo to the Select Board dated March 10, 2026, the Town Manager requested the Select Board vote to authorize him to issue a Notice of Award for Land Development to Falmouth Housing Corporation, Affirmative Investments, Inc., and Falmouth Housing Trust, Inc. to develop the land located at 0 Locustfield Road for affordable housing.

Motion by Dr. Goldstone: To authorize the Town Manager to issue a Notice of Award for Land Development to Falmouth Housing Corporation, Affirmative Investments, Inc., and Falmouth Housing Trust, Inc. to develop the land located at 0 Locustfield Road for affordable housing as recommended. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

k. 9:30 PM - Discuss the Affordable Housing RFP Review Committee's evaluation of the proposal for the development of the Town-owned parcel at 0 West Falmouth Highway and the Town Manager's recommendation (15 minutes)

Mr. Renshaw explained that on November 5, 2025, a Request For Proposals ("RFP") was issued for the disposition of town-owned land for affordable housing on the land located at 0 West Falmouth Hwy. The proposals were due and opened on February 10, 2026. One (1) proposal was received for this RFP. On February 26, 2026, and March 10, 2026, the Town Owned Land for Affordable Housing RFP Review Committee ("Review Committee") met to discuss the proposal. The proposal was submitted by Falmouth Housing Trust, Inc. The proposal includes two (2) homes for homeownership in one (1) duplex building. One (1) 2-bedroom unit and one (1) 3-bedroom unit. One (1) unit deed restricted in perpetuity at 80% of the area median income ("AMI") and one (1) unit deed restricted in perpetuity at 140% of the AMI. The Review Committee issued a memo to the Town Manager on March 12, 2026, advising that the proposal meets all the requirements of the RFP and has demonstrated Falmouth Housing Trust's ability to carry out similar projects. On March 12, 2026, Town Counsel and the Assistant Town Manager provided a recommendation via memorandum regarding the disposition of this property.

Mr. Renshaw explained that at Town Meeting last November, a 1931 Town Meeting vote was referenced regarding certain water resource protections. Recent case law opens up some room for interpretation regarding whether the Town at present can convey the parcel at 0 W Falmouth Highway with clear title for the purposes of an affordable housing development. Based upon this new information with regards to the 1931 vote and the recent case law, Town Counsel has opined, and he concurs, not to recommend the Board go forward with an award for the land under this RFP. Town Counsel O'Keefe explained that at the time municipal land is conveyed, there is a two-part process that requires not only a Town Meeting vote, but a vote of the Select Board to effectuate the conveyance. The process is not complete without both votes. The vote of Town Meeting is a reflection of the will of Town Meeting but does not have any impact on the second part of the process. The Select Board is free to refrain from conveying the property if it so wishes.

Dr. Goldstone stated that she understands the appreciation from the West Falmouth community for the conservation value of this land. At the same time, the proposal was not for a large scale development but only utilizes 10% of the land and place the rest of it under conservation. She asked about additional due diligence to determine if there is a way to carve out the 10% while placing the remaining 90% under conservation.

Mr. Richardson stated that he does not believe this should move forward at this time. Mr. Mascali stated that he sees this as a long drawn out road with many hurdles to overcome. He supports the Town Manager's recommendation based on Town Counsel's opinion at this time. Mr. Brown stated that he does not think it is worth it to have the Town attorney spend a lot of time trying to wrangle this out of Article 97 for such a small number of houses.

Motion by Mr. Richardson: To award the RFP. Second: Mr. Mascali.
Vote: Yes – 0 No – 5

l. 9:45 PM - Report and overview of the Trash & Recycling Curbside Contract (10 minutes)

Mr. Renshaw explained that the Town has engaged with Nauset Disposal Services since 2022 for a trash and recycling curbside collection contract. During this period, the Town found Nauset Disposal to be professional, highly competent, and responsive in the performance of its contractual responsibilities. The Town has been negotiating the terms of a 5-year extension to the existing contract. Comments and input from the Solid Waste Advisory Committee have been incorporated into the draft agreement. Town Counsel's office has been involved in the drafting and review of this contract extension. Options include moving forward with this extension agreement or preparing a Request for Proposals (not a requirement under State procurement law) for a new contract. Peter McConarty, Director Department of Public Works, highlighted several changes to the contract that will benefit how waste collection services are delivered to the Falmouth community. He recommended that the Town Manager execute the contract extension with Nauset Disposal for an additional five years, beginning on July 1, 2027 and ending on June 30th, 2032.

Mr. Brown stated that he believes the contractor should buy the recycling carts or the residents should own them and fix them themselves. Also, it seems residents have purchased their own trash cans, and it is unclear if those will need to be thrown away. Mr. McConarty stated that it makes more sense for the carts to be handled under the contract. The bins have been a maintenance problem for Public Works. The Town has a right to purchase the carts at the end of the contract.

Mr. Reed asked about concerns with the Bourne Landfill. Mr. McConarty stated that the facility recently expanded and Falmouth extended its contract until 2029. He is not concerned with the amount of trash going to Bourne. This could be considered at the end of the contract.

Alan Robinson, Solid Waste Advisory Committee, stated that the Bourne landfill should be able to expand its capacity into the 2040s. The Committee supports the proposed contract with Nauset Disposal Services.

m. 9:55 PM - Discuss and consider a vote to designate a member of the Select Board to seek input on the request for the naming and the placement of a plaque on the Shining Sea bike path honoring Patty and Leonard Johnson (5 minutes)

Mr. Renshaw explained that on February 11, 2025, a formal request was made to the Select Board from the Friends of Falmouth Bikeways to initiate the naming process to honor Patty and Leonard Johnson with the placement of a plaque on the Shining Sea Bike Path. Patty and Leonard Johnson are long-time Falmouth residents who advocated relentlessly to make the Shining Sea Bikeway Extension a reality, and without their hard work and dedication this project would not have been possible. The request is for the placement of a plaque along the bike path near the Great Sippewissett Marsh between mile marker 6.4 and 6.5. At its March 24, 2025 meeting, the Select Board voted to initiate the naming process as outlined in the Naming Policy for Public Facilities and Places. The one-year waiting period has now passed. In accordance with the Select Board policy, after the waiting period has elapsed, a member of the Select Board shall be designated to seek input and advice of whichever department, board, committee, or commission oversees the public facility or place to be named or renamed and report back to the full Board

Motion by Mr. Brown: To designate Mr. Mascali to seek input from the department, board, committee, and/or commission for the purpose of gathering input and seeking advice on the request to name and for the placement of a plaque on the Shining Sea Bike Path honoring Patty and Leonard Johnson. Second: Mr. Richardson.
Vote: Yes – 5 No – 0

n. 10:00 PM - Consider a vote to appoint members to the Lawrence School Building Committee — School Committee members Susan Augusta and Margaret Souza, a Select Board member to serve in the capacity of a representative of the body authorized to construct school buildings in the Town, and Mr. Paul Dart, Director of Finance and Operations for Falmouth Public Schools, to serve in the capacity of both a local budget official and the local official responsible for building maintenance. (15 minutes)

Mr. Renshaw explained that at its March 9 meeting, the Select Board voted to appoint Board Member Doug Brown, School Superintendent Dr. Lori Duerr, and Lawrence School Principal Tom Bushy, and Town Manager Mike Renshaw to serve on the Lawrence School Building Committee. The Town Manager is recommending that the Select Board appoint no more than eleven (11) members to the Lawrence School Building Authority. The School Committee met on March 10 and voted to recommend to the Select Board the appointment of School Committee members Susan Agusta and Margaret Souza to the Lawrence School Building Committee. In addition to the above-listed members, he recommends that the Select Board appoint Mr. Paul Dart, Director of Finance and Operations for Falmouth Public Schools, to serve in the role of both local budget official and the local official responsible for building maintenance

Motion by Mr. Mascali: To approve the appointments of the following members to the Lawrence School Building Committee: School Committee members Susan Augusta and Margaret Souza and Paul Dart, Director of Finance and Operations for Falmouth Public Schools, to serve in the capacity of both a local budget official and the local official responsible for building maintenance, and to appoint Dr. Goldstone to serve as a representative of the body authorized to construct school buildings in the Town. Second: Mr. Reed.
Vote: Yes – 5 No – 0

o. 10:15 PM - Consider a request from Indivisible Falmouth for a waiver of the special event permit fee for the No Kings protest/rally (15 minutes)

Mr. Renshaw explained that Indivisible Falmouth contacted the Town Manager's office regarding a No Kings rally planned for Saturday, March 28. The NoKings3 rally on Saturday, March 28 is expected to draw a larger crowd than usual, as this is a national NoKings3 day. Because of the large crowd and for the safety of pedestrians crossing from the sidewalk to the Village Green, and due to the fact that the applicant expressed safety concerns related to the event during the meeting with the special event working group, the Town Manager's Office requested an application for special event be completed. Indivisible Falmouth submitted an application for special events on February 27, 2026 for the No Kings protest/rally on the Village Green on March 28, 2026 (the typical requirement that applications be submitted 60 days in advance of the event was waived). The Special Events Working Group met on Monday, March 9 at 9:30 a.m. in the Town Hall meeting room. Event organizers who submit special event applications are invited to the meeting to discuss their events with the Special Events Working Group. Members of the Working Group include representatives from various Town departments, including Assistant Town Manager, Police, Fire, DPW, Building, Health, Recreation, Beach. Town Counsel also attends. The Working Group discussed public safety with the organizer. The following conditions were placed on the permit: Organizer to hire two police details with two cruisers for the safety of pedestrians crossing from the sidewalk to the Village Green; no signs hung or nailed to trees; and that no amplified music, recorded or live, be played at any time during the event. Amplification to be allowed for speakers only. Indivisible Falmouth submitted a request to the Select Board for a waiver of the $200.00 permit fee and a request to appeal the condition on the permit for no amplified music on the Village Green. Town Counsel, Maura O'Keefe, has provided an opinion on the subject of requiring a special event permit for use of the Village Green for a protest and placement of reasonable time, place and manner conditions on the permit.

Mr. Mascali asked about why amplification would be allowed for speakers but not for music. Mr. Renshaw stated that, with the large, anticipated crowd, the music could distract drivers going by.

Jim Newman, Indivisible Falmouth, stated that he feels strongly that music, as a First Amendment protected form of speech, should be considered favorably and not treated as different from speech. There is a tentative folk duo lined up to play and there will be prerecorded music from a playlist featuring a local artist. It is hard to understand why this would be a safety issue. He does not believe people driving by will even notice the music.

Mr. Richardson stated that he does not believe the music will be louder than the speakers at the event. Mr. Renshaw stated that he is working to protect the Town and mitigate any risks.

Mr. Brown stated that he does not want this to turn into a party and is against there being music as part of the event. This is supposed to be for political activism. Mr. Newman explained that the music is part of the protest. It is not entertainment. There is a message to the music. The amplification will be barely audible at the ends of the Green.

Dr. Goldstone stated that she is uncomfortable treating a First Amendment protected activity, subject to a permit issued by the Town, like this and picking apart how it can play out. The group has determined that police details are appropriate for public safety and so she would like to see both the fee waiver and the appeal granted. She does not want the Board to regulate how or what any group uses to exercise their First Amendment rights.

Mr. Richardson disagreed on the fee waiver, as this is a partisan activity, though he agrees with the applicant's appeal. He would like the Board to discuss fee waivers as a fiscal policy at a future meeting.

Motion by Dr. Goldstone: To approve the waiver of the special event permit fee as requested by the applicant, and grant of the applicant's appeal to remove the condition on the permit for no amplified music on the Village Green for the No Kings protest for public safety purposes. Second: Mr. Mascali.
Vote: Yes – 4 No – 1

p. 10:30 PM - Consider approval of a letter submitted by the Short-Term Rental Advisory Committee (10 minutes)

Mr. Brown explained that the Committee has prepared the attached draft letter and is requesting Select Board review and approval to send this letter to The Enterprise for the purpose of community outreach and education.

Mr. Mascali stated that he has some concerns about the Board authorizing a committee to submit a Letter to the Editor and so is against the motion. Mr. Brown explained that this was the advice of Associate Town Counsel.

Dr. Goldstone stated that it implicates the Select Board to endorse that they are voting to authorize the letter and its contents. She is against sending the letter to the Enterprise based on the process and content of the letter.

Mr. Richardson stated that he believes the Committee should be able to send a letter to the Enterprise if it so chooses.

Mr. Reed stated that he would side with Dr. Goldstone and Mr. Mascali at this time.

Motion by Mr. Richardson: To approve sending the letter as drafted by the Short-Term Rental Advisory Committee to The Enterprise newspaper. Second: Mr. Brown.
Vote: Yes – 2 No – 3

8. MINUTES

a. Review and consider a vote to approve minutes of meetings: February 25, 2026 and March 9, 2026

The Board agreed to table the review of minutes to a future meeting.

9. SELECT BOARD REPORTS: None at this time.

Mr. Richardson asked that the Board consider the Cannabis license at a future meeting.

10. FUTURE AGENDA ITEMS

- Discuss correspondence and media inquiry policies
- LGBTQ+ Sanctuary Town
- Discuss walkability improvements
- Discuss current Town website functionality and potential redesign
- Discuss 10-year spending on consultant fees
- Debt forecast discussion with Finance Committee
- Discuss petitioning the State Legislature for changes to Chapter 40B law
- Discuss the need for a municipal building inventory and review of current/planned uses
- Discuss the adoption of an Artificial Intelligence (AI) Use Policy
- Discuss adding a third monthly Select Board workshop meeting targeting specific topics
- Meeting with new Steamship Authority General Manager Alex Kryska

11. ADJOURN

Motion by Mr. Richardson: To adjourn at 11:52pm. Second: Dr. Goldstone.
Vote: Yes – 5 No - 0

Respectfully submitted,
Kristan Patenaude, Recording Secretary