

**BREWSTER OPEN SPACE COMMITTEE**

**COMMUNITY PRESERVATION COMMITTEE**

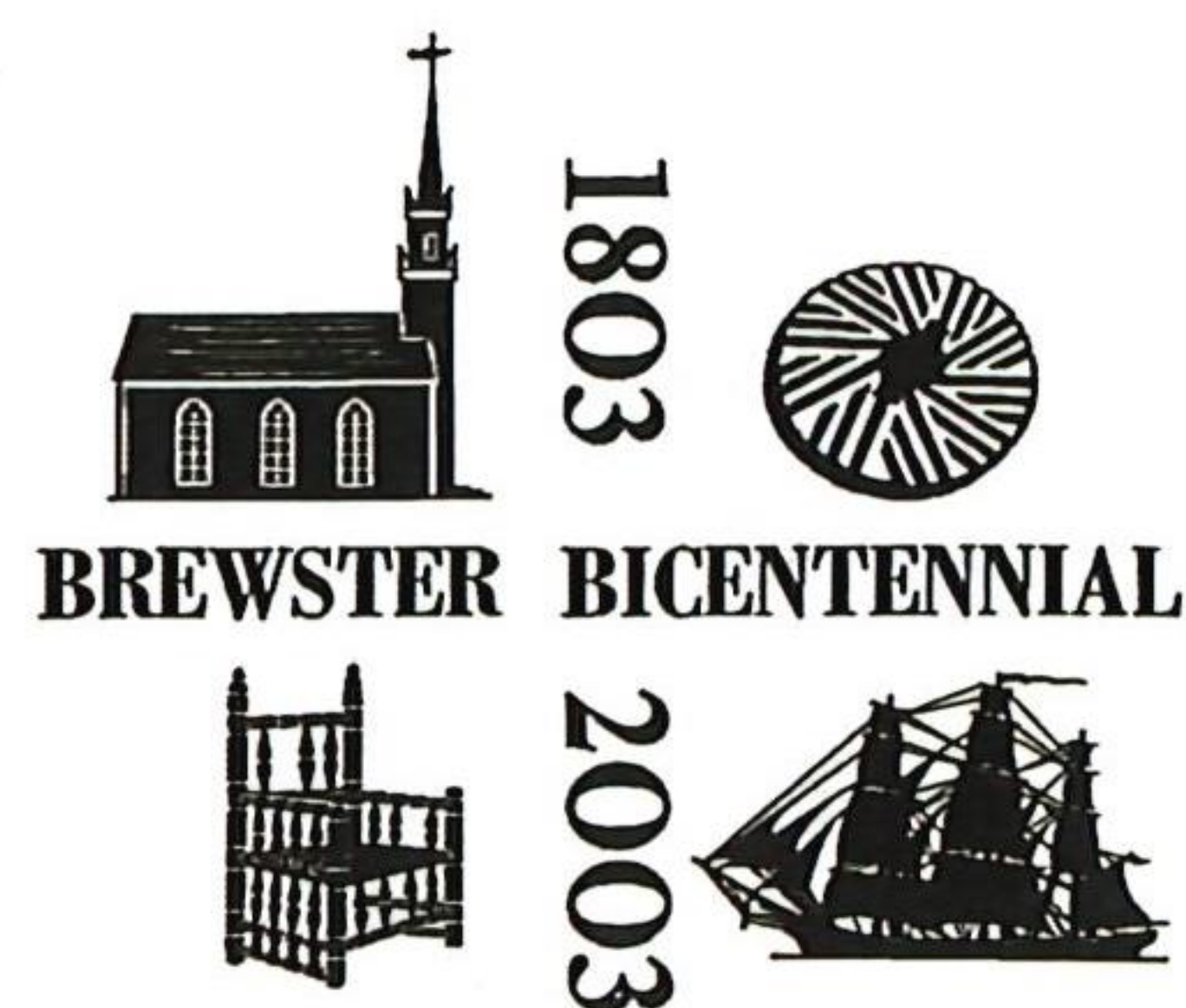
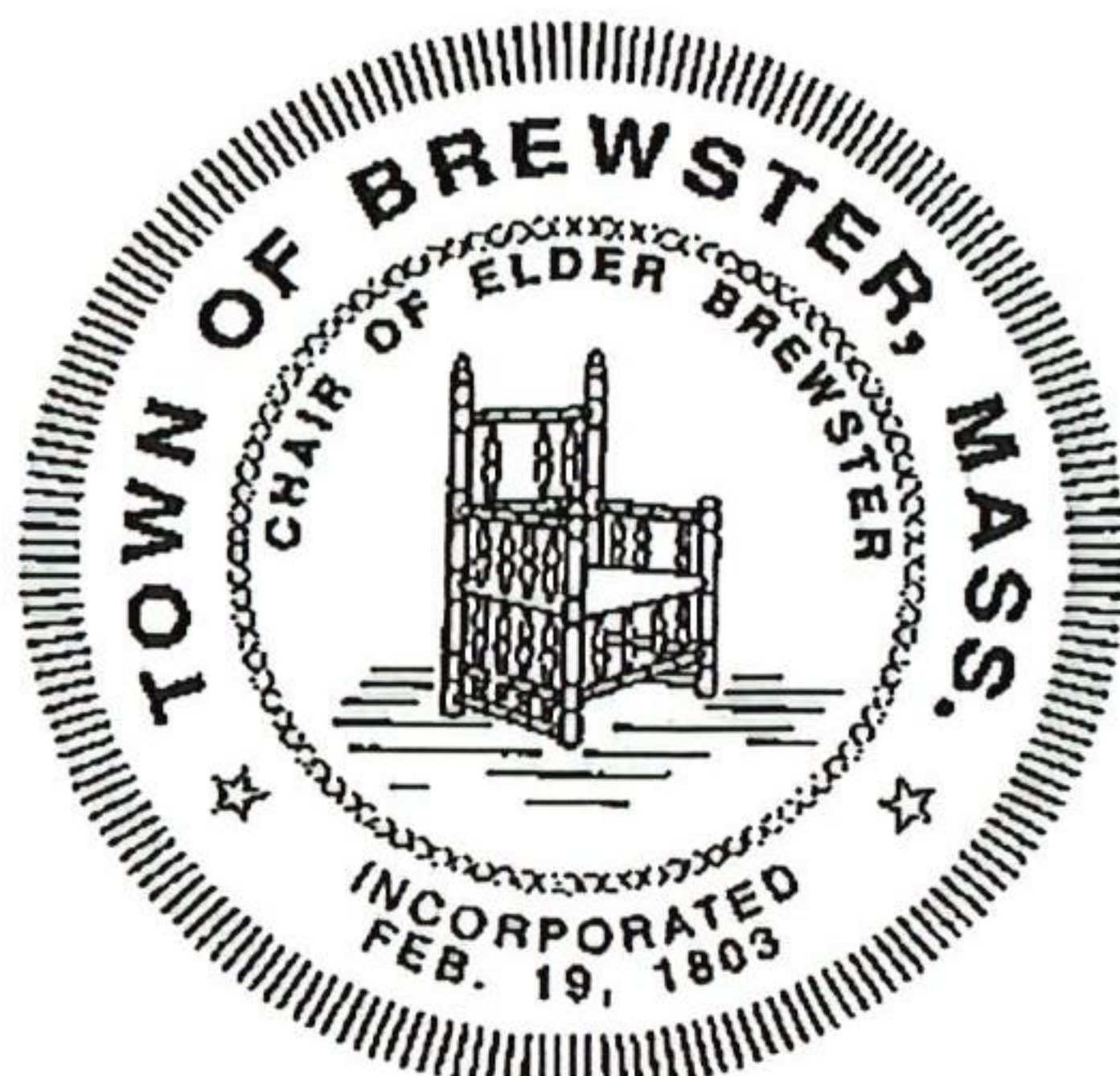
**SPRING 2019 APPLICATION:**

**WINDRIFT ACRES PROPERTY**



**INTERIOR VIEW**





## APPLICATION FOR COMMUNITY PRESERVATION

**Date:** March 11, 2019

**Name of Applicant:** Brewster Open Space Committee

**Name of Co-Applicant(s), if applicable:** \_\_\_\_\_

**Contact Individual:** Elizabeth Taylor, Chairman

**Mailing Address:** Town Hall 2198 Main Street Brewster, MA 02631

**Daytime Phone:** 508-896-3701 x 1149 **e-mail:** "[etaylor@brewster-ma.gov](mailto:etaylor@brewster-ma.gov)"

**Name of Proposal:** Copelas Property: Windrift Acres

**Address of Proposal (or assessors parcel ID):** Map 9 – Parcels 13 & 31-50 -23.91 acres off Slough Road

### **PROJECT SYNOPSIS:**

The proposed acquisition contains three parcels comprising 23.91 acres located off Slough Road in West Brewster. These are within Brewster wellfield buffers to existing municipal wellfields and abut the Dennis Water District Wellfields. The seller, Peter Copelas, has an approval from the Town for a total of 9 lots on these parcels. This purchase will provide protection to a large tract in and of itself, but also secure a "missing link" in the 180-acre swath of woods the Town has been working to cobble together for conservation and wellfield protection purposes over the past 20 years. This parcel is well forested and provides good buffering to the existing municipal wellfields. A network of walking trails already exist on the parcel that could be opened for public use and devoted to links in the Cape Cod Pathways. This parcel is also located in Brewster's western District of Critical Environmental Concern, and is within the Marine Recharge areas for the Herring River and Bass River. Windrift Acres has Town Conservation land on three sides with the Dennis Water Department wellfields forming the western boundary. The Board of Water Commissioners, Natural Resources Department, Conservation Commission, Open Space Committee, Select Board and Interim Town Administrator support these purchases. The gross purchase price for the 23.91 acres is \$725,000 about \$30,322 per acre, which may be offset by state grants and other local funds. The total of \$750,000 includes \$25,000 for associated expenses.

**Category (circle all that apply):** Open Space **Historic Preservation** **Recreation** **Community Housing**

**CPA funding requested \$** 680,000 **Total Cost of Proposed Project \$** 750,000



## **1. PROJECT DESCRIPTION:**

The proposed acquisition represents the largest parcel available for residential subdivision in Brewster's western District of Critical Planning Concern, protecting Brewster's ZONE II wellfields. This parcel has a Town approved subdivision plan for a total of 9 lots (Windrift Acres). **(MAP 3.1)** This parcel represents about half of 55-acre forest tract that was the subject of a successful LAND grant award in FY14. At that time, the tract was part of an approved 20-lot cluster subdivision, filed before the Town's Natural Resource Protection District Bylaw took effect in 2009. **(MAP 3.2)** The Town had the 55 acres under agreement to purchase for \$1,140,000 in 2013/14. Title flaws were discovered that led to the purchase agreement lapsing. The Town turned back the State grant monies. Since 2014, Town Counsel and the developer have worked to clarify title in this area. This settled in spring 2017 and the Town obtained a purchase agreement with the rightful owners of the southern 27 acres (of the 55 acre parcel) for \$432,000. This is now the Meetinghouse Road Conservation Area. Mr. Copelas came back for a new subdivision approval for his remaining parcels, which were recently approved by the Planning Board. He has now offered this to the Town for purchase. **(MAP 3.3)**

This 23.91 acre parcel represents a large, critical block of pine-oak forest for conservation and aquifer protection. Wholly within a ZONE II, this purchase provides increased protection for the 323-acre High Line Wellfield of the Dennis Water District (DWD) with 22 wells and, in the future perhaps, new wells in Brewster and Harwich. Purchase of this parcel will help secure a "missing link" in the 180-acre swath of woods the Town has been working to cobble together for conservation and wellfield protection purposes in this area over the past 20 years. These parcels are also within the Marine Watersheds for the both the Herring River and Bass River. Brewster is responsible for Total Daily Minimum Loads (TMDLs) of nitrogen to these two watersheds.

Windrift Acres is ringed on three sides by Town Conservation land, with the DWD wellfields on the fourth or western boundary. These parcels are across the street from the Town's 900-acre Punkhorn Parklands, the second largest Town Conservation Area on Cape Cod. Windrift Acres is contiguous with Hawk's Nest Farm and the Jorgenson and Mother's Bog 2006 acquisitions that now comprise the Slough Road Woodlands Conservation area of 59.05 acres, as well as the 27 acre Meetinghouse Road Conservation Area acquired in 2017. All of these protected parcels provide state-designated BioMap 2 Core Habitat. Littlefield's Pond and Washburn Bog on the southern end also provide excellent habitat for supporting diverse wildlife in the area. **(MAP 3.4)**

The Brewster Water Commissioners support this purchase and have voted to contribute funds towards this acquisition. The Brewster Conservation Trust will hold the Conservation Restriction and has voted to contribute \$75,000 toward this purchase. The Town approached the Dennis Water District, the direct beneficiary of this forest acquisition next to its wellfield, for a financial contribution. While the District supports this acquisition, it was unable to contribute financially at this time. The DWD had previously voted \$1 million towards Brewster's \$4 million purchase of 60 acres at Mothers Bog to the north of this locus in 2007.

It should be noted that Mr. Copelas is also releasing any and all right, title and interest that he may have in the two parcels of land shown on the plan as "Claimed by Peter A. Copelas". These lots are located to the south of Windrift Acres. They sit on either side of the Brewster Conservation Parcel (Washburn Cranberry Bog Pond) and abut the recently purchased Meetinghouse Road Conservation Area **(MAP 3.3)**

## **2. CPA GOALS/CRITERIA:**

**The goals of this project** encompass many of the Community Preservation general criteria areas for community preservation and enhancement serving the purposes of Open Space and Recreation; saving resources that would otherwise be threatened; leveraging public funds and enhancing existing Town resources; all contributing to the preservation of Brewster's unique character.



**Preservation of these 23.91 acres will provide:**

**Open Space Protection By:**

- a. *Permanently preserving important wildlife habitat, areas that are of significance for biodiversity, diversity of geological features/types of vegetation, habitat types that are in danger of vanishing from Brewster; habitats of threatened/endangered species of plants or animals.*
- b. *Serving to enhance and protect existing wildlife corridors, promoting connectivity of habitat and preventing the fragmentation of such habitats.*
- c. *Protecting drinking water quantity and quality*
- d. *Preserving and protecting important surface water bodies, pond watersheds*
- e. *Preserving a priority parcel in the Town's Open Space Plan and Priority Pond Parcel Plan to maximize the amount of open space land owned by the Town of Brewster*

**a/e. Permanently protecting wildlife habitat, biodiversity/preserving a high priority parcel identified using a composite value ranking in the Town's Open Space Plan**

The dominant forest community found here is typical of maritime forests found on Cape Cod, consisting of dense pitch-pine and oak, with an understory of Black Huckleberry, Lowbush Blueberry, Arrowwood Viburnum, Common Bracken Fern and a groundcover of Canada Mayflower, Trailing Arbutus and Checkerberry. **(PHOTOS: 4)** This area has been a woodland for at least the last 100 years and therefore represents a high quality undisturbed forest with trees of significant age. It is considered Prime Forest Habitat by the State. These acquisitions will preserve intact a large unfragmented forest ecosystem identified by the Cape Cod Commission as within a Significant Natural Resource Area. Undisturbed, unfragmented forest interiors on Cape Cod are crucial locations for declining populations of breeding Neotropical migrant bird species, such as Scarlet Tanagers, Wood Thrushes and Warblers, according to State Ornithologist Brad Blodget.

**Loss of Forested Lands**

Brewster ranked in the "Top 20 Massachusetts Towns in Forest Lost to Residential Development (by acres lost)" from 1985 to 1999. Since then, the rate has slowed, but Brewster still ranks in the top 11 percent of all Mass. towns in this regard. (Source: "Losing Ground: At What Cost?" Mass. Audubon Society, 2003 & 2009). Brewster was also cited as one of five towns in the Top 25 for rare species diversity relative to forest loss. In sum, Brewster has lost more than 1,300 acres of its forest to sprawl since 1985, placing its extensive upland habitats at risk.

Preventing Windrift Acres from being developed would not only preclude fragmentation of the habitat, but also prevent additional residential intrusions, such as dogs, noise, light and traffic, from penetrating deeper into these important wildlife habitats. There is also a psychological footprint from development that far exceeds its physical footprint. The State specifically promotes growth away from undeveloped, "frontier" areas so that existing public infrastructure can be concentrated in growth centers and public investment is maximized efficiently. This parcel is located in one of the few frontier areas left in Brewster where there are no paved roads, no public water supply distribution system, no sewer, no gas pipelines, etc. With large tracts of unbroken forest still intact in this area, it is not surprising that it is a strategic place to preserve remaining lands that serve as the base for so much natural resource protection.

- The parcel is wholly (100%) within the MA Natural Heritage and Endangered Species Program (MNHESP) BioMap2 Core Habitat and Critical Natural Landscapes, the two highest-ranked designations for wildlife habitat diversity, quality and persistence. **(MAP 3.5)**



## New England Cottontail Rabbit (NEC)



The Massachusetts Department of Fish and Game considers this area to be of high significance for the restoration of New England Cottontail rabbits and their preferred brushy, forest habitat. (MAP 3.10)

The **New England Cottontail** (*Sylvilagus transitionalis*) is a species of cottontail rabbit represented by fragmented populations in areas of New England. Populations have declined by 86% over the past 50 years. Its historic habitat has been reduced by 90%.

Because of the decrease in this species' numbers and habitat, the New England Cottontail is currently a candidate for protection under the Endangered Species Act. Rabbits require habitat patches of at least 12 acres to maintain a stable population. The ideal habitat is 25 acres of continuous early successional habitat within a larger landscape that provides shrub wetlands and dense thickets. By protecting land and/or managing the landscape within areas known to be NEC habitats, the state hopes to protect NEC “hotspots” such as Cape Cod. Windrift Acres is located within one the few major focus areas to restore New England Cottontail habitat. It is important to prevent any further habitat destruction/development within this Slough Road area.

- Eastern box turtles are known to enjoy this forest. There are no travelled roads within these woodlands, so wildlife disturbance and conflicts are rare. Lynn C. Harper, Habitat Protection Specialist, MA Natural Heritage & Endangered Species Program (NHESP), indicated that ‘habitat fragmentation, particularly on Cape Cod, is a major threat to many wildlife, bird and plant species and the protection of contiguous, undisturbed tracts of habitat is vital to ensuring their long term viability’. Her letter, written about the Meetinghouse Road Conservation Area, covers the same habitat as Windrift Acres. (LETTER 5.5)
- In 2003, The Compact of Cape Cod Conservation Trusts, Inc. conducted a parcel-level GIS analysis of habitat significance for Barnstable County. Criteria included habitat value, parcel size, and development context among other scores. The 23.91-acre locus property was ranked among the highest in priority, relative to all other parcels Cape-wide. (MAP 3.6)
- In 2015, MassAudubon designed an interactive GIS analysis tool called MAPPR to identify high value habitat parcels, ranking them for local, regional and statewide importance. Windrift ranks highly both in Brewster and on Cape Cod. (Map 3.7 & 3.8) 100% of the Project is located in an area identified as of importance for climate change adaptation, in terms of landscape complexity and permeability/connectivity or implementation of resiliency best practices: The Nature Conservancy, 2012 (Map 3.9).

**b. Serving to enhance and protect existing wildlife corridors, promoting connectivity of habitat and preventing the fragmentation of such habitats.**



This property directly abuts other Town conservation lands. These parcels and the adjacent wellfields, form contiguous forested uplands, which provide prime habitat for numerous migratory and native species, many of which require large unfragmented woodlands in order to establish territories, find food and successfully reproduce. There are major wildlife corridors between the 323-acre DWD Wellfield and Brewster conservation land on the west side of Slough Road and Great Ponds such as Walker's, Seymour, Elbow and Long Ponds and the 900-acre Punkhorn Parklands on the east side of Slough Road. **(MAP 3.4)** Protection of these habitats will maintain corridors wide enough for the movement of many species of mammals, amphibians and birds.

**c. Protecting drinking water quantity and quality:**

Protection of water quality and drinking water supplies are some of the most important issues facing the Cape. It is critical that Brewster permanently preserve land to protect current and future water supplies for the residents of Brewster, Orleans, Harwich and Dennis by protecting all Zone IIs within Brewster's border as well as lands that make up critical pond recharge areas and marine watersheds. **(MAP 3.11)**

- In 1994, Brewster's Ground Water Protection District was established for over 4,000 acres in the southeastern and southwestern sections of Town due to the location of wellfields and the overall sensitivity of the area's groundwater resources as substantiated by the EPA's Sole Source Aquifer national designation;
- Under DEP regulations, towns are intended to protect each other's Zone IIs; this acquisition would advance that objective.

Preservation of this parcel would promote protection of one of the top priority areas for future wellfield development in Brewster, as documented by the US Geological Survey in 1994 and the Cape Cod Commission Priority Land Assessment Acquisition Program in 1999 (updated in 2010). Projections of a water supply shortage by the year 2020 led the Cape Cod Commission to conduct this study of land areas that could potentially support a supply well or be used for wellhead protection. The Project, focused on Upper and Mid Cape towns with public water supplies. The goal was to assist towns in the Sagamore and Monomoy lenses in prioritizing properties that may be suitable for water supply development and protection. Tracts of land in these towns were evaluated for their water supply development potential based on natural resources and land use constraints and rated as having low, medium, or high potential. The study concluded that there were six areas of Brewster that had "high potential" as future water supply sites; the Slough Road area was one of the sites.

In 2012, Brewster Town Meeting voted to dedicate and assign custody of an 11.3-acre forest tract abutting Windrift to the Brewster Water Commissioners for future water production/protection. While the Commissioners have no immediate plans to develop a municipal well on that tract, the preservation of this 23.91 acres will provide any well with about half of its required Zone I protection (control of 800-foot diameter around the wellpoint.) There are no wetlands nearby, so well-drawdown would not be an issue here.

The DWD operates multiple (22) public supply wells in its 323-acre High Line Wellfield along the Brewster town line and directly abuts the 23.91 acre Windrift parcels. **(See Map 3.11)** The High Line is the third-largest single wellfield on Cape Cod. Because regional groundwater flow in this area is to the west, much of DWD's Zone II (land area contributing to the town well's recharge) lies in West Brewster. Brewster and DWD have collaborated in the past in preserving the 60 acres at Mother's Bog on Slough Road; DWD holds a Watershed/Conservation Restriction on the Town of Brewster land there. And clearly, the water is good; both Dennis and Brewster have each won New England Water Works Association awards for the best source water in the past decade. The Brewster Water Commissioners support this acquisition and agree that there are few places left in Brewster to site a new well outside of existing wellfields. **(LETTER 5.2a)** The Dennis Water District has also provided a letter of support. **(LETTER 5.4)**



**d. Preserving and protecting important surface water bodies**

Located in Brewster's Western District of Critical Environmental Concern, Windrift is also within the Marine Watersheds of both the Herring and Bass Rivers, which systems have been reviewed by the state relative to Total Minimum Daily Loads (TMDLs) of nitrogen. The Town does not have to reduce its nitrogen production in these watersheds at this time, but may have to in the future. Any reduction or prevention of development within these watersheds is a step towards preventing increased nitrogen inputs in the future. **(MAP 3.12)**

This parcel is also the single largest unprotected parcel located within the surface watershed to Washburn Bog Pond, an 8-acre old cranberry bog owned by Conservation. **(MAP 3.13)** Preserving Windrift Acres intact as pine-oak forest will help to filter out contaminants before they reach the pond and its outlet stream.

**Historic Preservation By:**

- a. Protecting, preserving, enhancing, restoring and/or rehabilitating historic, cultural, architectural or archaeological resources of significance, especially those that are threatened;*
  - b. Protecting areas of Primary Archaeological Sensitivity as shown on the Archaeological Resources Map produced by the Cape Cod Commission GIS Systems Department and the Brewster Natural Resources Department in 1989.*
- a.** Meetinghouse Road, also known as Old Brewster-Harwich Road, follows a natural slough, or shallow glacial outwash valley running north-south through this area. **(PHOTO 4.2)** It is no longer travelled by vehicles. These lands also contain numerous old trails, most likely part of historic North South Native American Pathways which ran from Cape Cod Bay to Nantucket Sound. The ancient cartpath that bisects the property is said to go past the remains of the last Nauset Native American meeting house.

Later the road was used to connect parishioners on the Southside of the Cape to the colonial churches set up in the older Northside or Bayshore settlements. In 1806, Brewster and Harwich "hived off" into separate towns, partially so the villagers would not have to travel so far on winding sand roads to go to church on Sabbath. More recently, much of the site was used for sheep grazing and woodlots. The 23.91-acre property helps to protect this important historic cartpath from being obliterated by residential development. **(MAP 3.15)**

**b.** With the creation of The Brewster Archaeological Resources Map, areas in Town with archaeological sensitivity were identified as having Primary, Secondary or Tertiary Sensitivity (1993, with 1996 & 1998 updates). Primary Sensitivity generally includes all areas within 1,000 feet of a marine ecosystem, particularly those areas within close proximity to fresh water. These areas have a high probability of containing prehistoric archaeological sites. The four most important areas for management consideration based upon available data are: Namskaket Creek and Marsh, the Cape Cod Bay shoreline, Stony Brook Valley, and the major ponds of the Herring River Drainage System (e.g. Elbow, Seymour and Walker's Ponds). At the time the Map was created, the Herring River Watershed had not been delineated. The State recently finished this delineation and Windrift Acres is within the Herring River Watershed. Once the Archaeological Resources maps is updated, the southwest corner of Brewster will fall within an area of Primary Sensitivity. Littlefield Pond and Washburn Bog wetlands are located in the southern portion of this site, making it even more favorable for ancient and historic period land use and occupation. **(MAP 3.16a & b)**

As indicated in a January 30, 2019 letter from Jonathan K. Patton, Archaeologist/Preservation Planner with the MA Historical Commission, "this site is within the Old King's Highway Regional Historic District (MHC #BRE.G) listed in the State Register of Historic Places and a local historic district. Ancient Native American archaeological sites are recorded in the Inventory in the vicinity of this property. Undisturbed portions of the property are archaeologically sensitive. This archaeological sensitivity is primarily be due to environmental setting, with level, sandy, well-drained soils in proximity to the wetlands and water resources, including Elbow



Pond, favorable for ancient and historic period Native American land use and occupation.” Types of archaeological resources that could be present within the parcel could include artifacts, subsurface soil deposits and features associated with ancient and historic period Native American occupations or with other uses of the parcel during the historic period, including early residential settlement and agriculture. “Acquisition of the property for open space will assist to protect and preserve significant historical and archaeological resources that may be present.” **(LETTER 5.6)**

### **3. COMMUNITY BENEFITS:**

This acquisition will provide multiple benefits to numerous populations. The current population of Brewster (9,360) will benefit, as will Brewster’s 35,000+ annual visitors, many of whom will be able to enjoy this area.

The Brewster voters have been approving land acquisition for over 45 years, accumulating over 1,100 acres to protect their drinking water and surface waters, wildlife corridors, rare and endangered species habitats and massive recreation areas. The Windrift Acres parcels have been identified as important linkages for Cape Cod Pathways through-routes and are of equal importance for wellfield, watershed and habitat protection. It has been endorsed by the Select Board, Interim Town Administrator, Conservation Commission, Water Commissioners and Open Space Committee.

#### **Recreational Benefits:**

- a. Expanding the range of passive recreational opportunities available to all ages of Brewster residents and visitors.*
- b. Providing connection with existing trails or potential trail linkages*
- c. Promoting the use of alternative corridors that provide safe and healthy non-motorized transportation by providing connections with existing trails and conservation areas.*

When the Town of Brewster updated its Open Space and Recreation Plan in 2013, additional goals were added to “Ensure preservation of a variety of rural recreational activities and high-quality natural environments in close proximity to all residential areas. Green pathway linkages connecting various sections of Town with each other and to neighboring towns add regional benefit and contribute towards completion of the Cape Cod Pathways.” Windrift Acres will also help to complete links in the Brewster Pathways Program, a part of the county-wide, regional walking path sponsored by Barnstable County’s Cape Cod Pathways. Every Town survey that has been done indicates that residents and visitors alike want more walking and bike trails.

This site provides public access to an unfragmented woodland via footpath for walking, nature observation and other passive activities. Existing uses of the area include hiking, Nordic skiing, horseback riding, walking and birdwatching.

- The property has existing walking trails that could be linked to Slough Road Woodlands and the Punkhorn Parklands. The Cape-wide CapeWalk that takes place every two years over a nine-day stretch with hikers crossing from Provincetown to Falmouth would find trails on this site which would enhance the Walk.
- Meetinghouse Road runs through the property from Old Chatham Road (Town of Harwich). The Town of Brewster also owns the adjoining parcels to the north and south of this property. **(PHOTOS-4)**
- This area already has a network of trails used casually by many people; if bought by the Town for conservation, the Town can adopt and publicize a formal addition to the Brewster Walking Trails connecting to the Town’s 60-acre Mother’s Bog Conservation Area to the north and the Meetinghouse Road Conservation Area to the south. **(MAP 3.14a)**



- As shown on **MAP 3.14b**, there is an extensive, informal trail network through the forest all along the west side of Slough Road, some on Town land, some on private land. This acquisition will add a major block of private land to the Town's inventory and enable us to provide additional trail loops.

#### **4. COMMUNITY SUPPORT:**

The 1991, 1999 and 2013 Town of Brewster surveys found that residents value the preservation of public lands for accessible peaceful recreation. In 2018, the Town completed the Vision Plan, the result of a significant public participation process which included three series of workshops and a public survey to gauge the importance of actions to achieve the vision. The Vision Plan is built on eight "building blocks" which include Open Space and Water Resources. These two building blocks received the highest rankings of importance in the public survey, and the single action which received the highest ranking of all the nearly 70 actions in the Plan was "Identify and protect priority parcels in sensitive natural resource areas, particularly in designated drinking water supply areas". Throughout the planning process, citizens noted the contribution of open space to Brewster's character, the protection of water resources and natural habitat, and passive recreation.

- The Water Resources Goal: Protect Brewster's fresh water system to preserve high quality drinking water and maintain or improve the health of our ponds and marine watersheds.
  - Protect Town wellfields by expanding open space and other measures.
  - Protect the water quality of the Town's marine watersheds
- The Open Space Goal clearly indicated overwhelming support from residents to "maintain and expand open space to provide public recreation, protect fragile natural habitat and protect water resources."
  - Provide more walking trails, and expand access to recreational areas.
  - Prioritize environmentally sensitive areas for preservation
  - Ensure that existing funding continues and additional funding sources are made available to acquire priority open space parcels.

This acquisition fits squarely within these goals and purposes, clearly reflecting the priorities and Vision of Brewster's residents.

The Town is happy to have the assistance of several partners in this project. The Brewster Conservation Trust has provided assistance in negotiations and is willing to hold a Conservation Restriction over the parcel. The Compact of Cape Cod Conservation Trusts, Inc. has provided negotiation and technical assistance to the Town on this acquisition and will draft the Conservation Restriction. The Water Commissioners voted to contribute \$70,000 towards this acquisition. (**LETTER 5.2b**). The Brewster Conservation Trust will be contributing \$75,000 and will hold the Conservation Restriction. (**LETTER 5.3b**)

The following letters of support and comment are appended as **LETTERS: 5.**

- 5.1.** Brewster Conservation Commission, Noelle Aguiar, Conservation Administrator
- 5.2a.** Paul Anderson, Superintendent, Brewster Water Department, Brewster Water Commissioners
- 5.2b.** Paul Anderson, Superintendent, Brewster Water Department, Funding
- 5.3a** Brewster Conservation Trust, Amy Henderson, Executive Director
- 5.3b.** Brewster Conservation Trust, Hal Minis, President - Funding
- 5.4.** Dennis Water District, Dennis Larkowski, Superintendent
- 5.5.** MA Natural Heritage & Endangered Species Program, Lynn C. Harper, Habitat Protection
- 5.6** MA Historic Commission, Jonathan K. Patton, Archaeologist/Preservation Planner



## **5. PROJECT TIMELINE:**

- 2012:** 20-lot subdivision plan approved for Copelas on 51 acres;  
Town negotiates purchasing all land claimed by Copelas at locus;  
Town Meeting approves purchase; \$400,000 State LAND grant awarded
- 2013:** Town determines there are title issues to 27 acres of Copelas land;  
Purchase Agreement terminated;  
State LAND grant voided
- 2016:** True owners of 27 acres approach Town to buy their parcel;  
Town negotiates \$16,000 per acre (\$432,000)
- 2017:** Town Meeting approves Meetinghouse Road 27-acre purchase; \$224,640 State LAND grant awarded
- 2018:** Town records deed to 27 acres; State LAND grant received;  
Copelas submits revised 24-acre, 9-lot subdivision plan to Planning Board in July  
Copelas receives subdivision approval;  
Open Space Committee supports acquisition of Copelas parcels  
Town obtains appraisal from Linda Coneen for negotiating purposes: Fair Market Value=\$775,000  
Copelas contacted to sell 23.91 acres for conservation;
- 2019:** **January-**Copelas agrees to bargain sale of \$725,000; Offer to Purchase signed by all parties.  
**February-March-** Open Space Committee submits application to Community Preservation Committee;  
BCT votes to pledge contribution of \$75,000, Water Department pledges support and \$70,000.  
Purchase and Sale Agreement signed by all parties.  
**May-**Town Meeting approves purchase price;  
Town engages appraiser to update the value for State LAND grant application  
**June-**Conservation Commission and Select Board agree to support State Land Grant application;  
Conservation Restriction (CR) drafted for State docketing; Appraisal is updated  
**July-**Town Conservation Commission submits LAND grant application;  
State comments on draft CR  
**August-**Surveyor engaged to begin new perimeter plan for taking  
**November-**State issues LAND grant awards  
**December-**Town signs LAND contract; State signs final CR after local approvals
- 2020:** **January-**Closings: Town takes the land and conveys CR to Brewster Conservation Trust  
**February-**Town prepares management plan and submits to State for review and comment;  
**March-**Town and BCT approve final management plan (trails, parking etc.)  
**Spring-**Management plan implementation  
**June-**Final date for submittal of LAND grant compliance documents

## **6. CREDENTIALS:**

The Brewster Conservation Commission will have custody and control of this conservation area. The Natural Resources Department and the Conservation Commission currently control and manage over 1,100 acres of land. The Brewster Conservation Trust (BCT) will hold the Conservation Restriction, which will enable it to also participate in maintenance and management of this conservation area.



## **7. BUDGET:**

<b><u>PROPOSED PROJECT COSTS</u></b>	<b><u>AMOUNT</u></b>	<b><u>COMMENTS</u></b>
Land Acquisition Cost	\$ 725,000	Town appraiser Linda Coneen has \$775,000 for Estimation of Fair Market Value as of Dec. 2018
Grant application services	\$ 3,500	Consultant services for LAND grant (The Compact)
Appraisal for State LAND grant specs	\$ 2,500	Linda Coneen will do State LAND grant spec Report/appraisal this spring
Town Counsel (KP Law)	\$ 10,000	Closing costs, due diligence: Legal, Title, Registry etc.
Miscellaneous due diligence	\$ 2,000	CR drafting & approval; State grant compliance; land management plan
	<u>\$ 7,000</u>	To cover any other associated expenses
<b>TOTAL PROJECT COSTS</b>	<b>\$ 750,000</b>	

## **PROPOSED PROJECT FUNDING SOURCES**

Town CPA Fund	\$ 680,000	to be voted at Annual Town Meeting, spring 2019
Brewster Water Commissioners	<u>\$ 70,000</u>	Voted on February 22, 2019 and March 22, 2019
<b>TOTAL MUNICIPAL FUNDING</b>	<b>\$ 750,000</b>	

Brewster Conservation Trust      \$ 75,000      Voted on February 22, 2019. This amount may be used to cover state tax rebate if the state does not provide this to the seller. If the state tax credit is provided, the funds from BCT will be used to reduce the CPC funds needed at closing.

## **STATE LAND GRANT APPLICATION**

Eligible Project Costs for Grant:	\$ 725,000	Purchase price
LAND Grant request	\$ <u>377,000</u>	52% reimbursement rate (not to exceed \$400,000)
Municipal/local share of Eligible Project Costs	\$ 348,000	CPA Funds, Water Department Funds & BCT



## **8. MAINTENANCE:**

The Windrift Acres purchase will be under the custody and control of the Brewster Conservation Commission. Brewster Conservation Trust will hold the Conservation Restriction, which will enable it to also participate in maintenance and management of this conservation area.

## **9. SITE CONTROL AND APPRAISAL:**

The Purchase and Sale Agreement is attached. (ATT. 2.)

An Appraisal of the property's value by a licensed appraiser using customary appraising techniques is also attached. (ATT. 6)

**Appraisal Summary:** Linda Coneen, MRS, SRA  
Real Estate Appraiser  
95 Rayber Road  
Orleans, MA 02653.  
**Opinion of Market Value: \$775,000 December 20, 2018**

**The Brewster Open Space Committee**  
**March 11, 2019**



## **LIST OF ATTACHMENTS**

1. Draft Town Meeting Article

2. Purchase & Sale Agreement by Town and Seller: March 4, 2019

### **3. MAPS**

3.1 Topographic Locus Map (Harwich, quadrangle, 1977)

3.2 Town Assessing/Tax Map- Compilation (Maps 8, 9 & 10-showing original 2012 sub-division plan)

3.3 Current Definitive Sub-division Plan with Locus

3.4 Surrounding Protected Open Space Map

3.5 MA Natural Heritage and Endangered Species Program (NHESP) BioMap2-Core Habitat and Critical Natural Landscape Map

3.6 Habitat Protection Priority Map

3.7 MA Audubon Mapping and Prioritizing Parcels for Resilience (MAPPR) Habitat Analysis Map

3.8 County-wide Habitat Analysis/Ranking Map using MAPPR

3.9 Index of Ecological Integrity Habitat Analysis Map

3.10 New England Cottontail Habitat Focus Area

3.11 ZONE 2, Zones of Contribution to Public Water Supplies for the towns of Brewster, Dennis & Harwich

3.12 MA Estuaries Program (MEP) Study Area: Specifically Herring and Bass Rivers Watersheds

3.13 Surface Watershed for Washburn Bog Pond (Water Resource Atlas – Freshwater Ponds - Brewster, MA)

3.14a Brewster Walking Trails Map

3.14b Public Walking Trails Map for Meetinghouse Road/Windrift Acres Area

3.15 Historic Resources Map – Meetinghouse Road/Cartpath

3.16a Town of Brewster Archaeological Resources Map

3.16b Map Notes for Archaeological Resources Map

### **4. PHOTOS**

4.1 Windrift Acres - Interior View

4.2 Windrift Acres – Interior Showing Interior Trail

4.3 Windrift Acres – Interior Showing Remains of Meetinghouse Road/Cartway

4.4 Windrift Acres – Interior View-Winter

### **5. LETTERS OF SUPPORT**

5.1 Brewster Conservation Commission, Noelle Aguiar, Conservation Administrator

5.2a Brewster Water Department/Water Commissioners, Paul Anderson, Superintendent

5.2b Brewster Water Department/Water Commissioners, Paul Andersen, Superintendent -Funding

5.3a Brewster Conservation Trust, Amy Henderson, Executive Director

5.3b Brewster Conservation Trust, Hal Minis, President - Funding

5.4 Dennis Water District, Dennis Larkowski, Superintendent

5.5 MA Natural Heritage & Endangered Species Program, Lynn C. Harper, Habitat Protection Specialist

5.6 MA Historic Commission, Jonathan K. Patton, Archaeologist/Preservation Planner

### **6. APPRAISAL**

Estimation of Value - Linda Coneen December 20, 2018



## **ATTACHMENT 1:**

### **Draft Town Meeting Warrant Article (as of 3-27-2019)**

#### **LAND ACQUISITION/Community Preservation Act**

**ARTICLE NO. 18:** To see if the Town will vote to authorize the Board of Selectmen to acquire, by purchase, gift, and/or eminent domain, for conservation, watershed protection and/or passive recreation purposes pursuant to the provisions of G.L. Ch. 40, Sections 8C, 39B and 41 and Article 97 of the Articles of Amendment of the Massachusetts Constitution, all or portions of the parcel of vacant land located on the west side of Slough Road, containing 23.91 acres, more or less, described in deeds recorded with the Barnstable County Registry of Deeds in Book 26947 Page 47, Book 2548 Page 345, and Book 3605 Page 275, and shown as "Windrift Acres" (so-called), on a Definitive Subdivision Plan recorded with the Barnstable County Registry of Deeds in Plan Book 677 Page 55, with such parcel to be under the care, custody, control and management of such parcel to be vested with the Conservation Commission; to appropriate the total sum of **SEVEN HUNDRED TWENTY-FIVE THOUSAND (\$725,000) Dollars** to pay costs of the acquisition and costs incidental or related thereto, with **SIX HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$655,000)** of said sum from the Community Preservation Fund Balance Reserved for Open Space, **SEVENTY THOUSAND DOLLARS (\$70,000)** shall be transferred from Water Receipts Reserved for Appropriation; further, to transfer from Community Preservation Fund Balance Reserved for Open Space an additional sum of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** for the purpose of paying incidental and related costs, including, without limitation, costs for appraisals, surveys, grant applications and grant compliance; further, to authorize the Board of Selectmen and/or the Conservation Commission to apply for, accept and expend any funds that may be provided by the Commonwealth or other public or private sources to defray all or a portion of the costs of said acquisition, including, but not limited to, grants and/or reimbursement from the Commonwealth under the Self-Help Act, G.L. Ch. 132A, Section 11 (now, so-called LAND grants), and the Federal Land and Water Fund grants, which grants and/or funds so received shall be used to repay all or a portion of the sum transferred from the Community Preservation Fund hereunder; and to authorize the Board of Selectmen to grant to the Brewster Conservation Trust or any other qualified organization a perpetual conservation and / or watershed preservation restriction pursuant to the provisions of G.L. Ch. 184, Sections 31-33, in compliance with G.L. Ch. 44B, Section 12(a), protecting the property for the purposes for which it is acquired, and to enter into all agreements and execute any and all instruments as may be necessary or convenient to effectuate the foregoing purposes, or take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

#### **COMMENT**

This purchase of land represents an extraordinary opportunity for the Town to protect and preserve 24 acres of forested uplands located over drinking water resources (Zone II), and containing forested habitats, virtually surrounded by existing town-owned open space for conservation and future public wellfield development. This property has long been desired as a high priority parcel by the Town Open Space Committee. It is one of the few remaining large undeveloped District of Critical Planning Concern properties and has been subdivided into nine house lots. The Town will seek grants to augment this acquisition expense. The property will be managed for conservation, watershed protection and passive recreation (trails). The Brewster Conservation Trust has committed to contributing \$75,000 towards this purchase and would hold the Conservation Restriction.



## PURCHASE AND SALE AGREEMENT

### 1. Information and Definitions

(a) DATE OF AGREEMENT: March 4, 2019.

(b) PREMISES: A parcel of land on Windrift Lane, off Slough Road, Brewster, containing 23.91 acres, more or less, shown more particularly on a plan entitled "Definitive Subdivision Plan Windrift Acres in Brewster, MA", dated April 12, 2010, revised through September 27, 2018, prepared by Down Cape Engineering, Inc., recorded with the Barnstable Registry of Deeds in Plan Book 677, Page 55, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Plan"), and being a portion of the property described in a deed recorded with the Barnstable Registry of Deeds in Book 26949, Page 47. Seller shall also release to the BUYER at closing any and all right, title and interest that Seller may have in the two parcels of land shown on said Plan as "Claimed by Peter A. Copelas" (the "Released Parcels").

(c) SELLER: Peter A. Copelas and Heather Copelas (together, "SELLER")

Address: 135 Boston Street, Salem MA 01970

Seller's Attorney: Andrew Singer, Esq., P.O. Box 67  
26 Upper County Road, Dennisport MA 02639

Phone: 508-398-2221 Fax: 508-398-1568

Email: Alsinger@singer-law.com

(d) BUYER: Town of Brewster

Address: Brewster Town Hall, 2198 Main St., Brewster, MA 02631-3701

Buyer's Attorney: Shirin Everett, Esq., KP Law, P.C., 101 Arch St., Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

Email: severett@k-plaw.com

## **ATTACHMENT 2:**

**Purchase & Sale Agreement: Signed by Town and Seller: March 4, 2019**



- (e) PURCHASE PRICE: The total purchase price for the Premises is Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00), of which:
- \$ 100.00 have been paid as a refundable deposit with the execution of the Offer to Purchase Real Estate; and
- \$ 724,900.00 are to be paid (subject to adjustments) at the time of delivery of the deed by certified, Town Treasurer's check, bank check or by wire transfer, at BUYER'S discretion.
- \$725,000.00 TOTAL
- (f) PRICE ADJUSTMENT: The SELLER has obtained final approval, as set forth below, of a tax credit to the SELLER in the amount of Seventy-Five Thousand Dollars (\$75,000) under the Massachusetts Conservation Land Tax Credit Program (the "Program") for the sale of the Premises to BUYER as provided for by this Agreement. If, as confirmed by the Program, such tax credit does not remain in place and obligated to SELLER at the time of closing, BUYER shall pay the sum of Seventy-Five Thousand Dollars (\$75,000) to Seller as compensation for the Premises in addition to the purchase price, which sum shall be paid within twelve (12) months from the date on which the deed from SELLER to BUYER is recorded, and SELLER shall convey the Premises to BUYER on the Closing Date, as it may be extended, and otherwise in accordance with the terms of this Agreement. The parties acknowledge that the SELLER has already obtained Part I (site eligibility) and Part II (appraisal approval) under this Program (see Exhibit B for EOEEA letter concerning the Part II letter). The parties further acknowledge that the tax credit amount is separate from and in addition to the purchase price set forth in Paragraph 1(e) above. The provisions of this Paragraph 1(f) shall survive delivery of the deed hereunder.
- (g) CLOSING DATE: January 31, 2020, at 11:00 a.m. (or an earlier date, upon BUYER providing SELLER at least seven (7) days' prior written notice thereof). Time is of the essence.
- (g) PLACE: Barnstable Registry of Deeds, or a closing by mail, at BUYER'S election.
- (h) TITLE: Quitclaim Deed



2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises consist of vacant land.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: (a) provisions of existing building and zoning laws; (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 13; (c) any liens for municipal betterments assessed after the date of this Agreement; any betterments assessed before the date of this Agreement shall be paid by SELLER in full; and (d) easements, restrictions and/or reservations of record, if any, provided the same do not materially interfere with the proposed use of the Premises by the BUYER for open space, conservation and passive recreation purposes.

5. Deed; Plans. SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith SELLER shall, at its sole cost and expense, prepare a survey plan approved by BUYER and in form adequate for recording or registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of Section 4 hereof. Notwithstanding anything herein to the contrary, SELLER acknowledges that BUYER is purchasing the Premises for conservation and open spaces purposes and agrees that, from and after the date of the closing, SELLER shall not and shall not permit others to: cut or remove any trees (except dead trees) and/or vegetation on the Premises, construct, install or place any buildings, structures, fencing, utilities and/or other objects on the Premises, or otherwise disturb the natural condition of the Premises. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Notwithstanding the foregoing, the parties acknowledge that the above forbearance by the SELLER during the term of this Agreement shall not impact the existence of the previously-granted Brewster Planning Board Special Permit 2018-20 and related recorded and unrecorded approval documents, granting the SELLER the right to develop the Premises for a nine-lot cluster residential subdivision if the BUYER does not complete the purchase contemplated hereby, which Special Permit shall continue and be valid as permitted by law.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein



stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days, but in no event shall the closing occur past June 29, 2020 or such earlier date by which BUYER is required to close as a condition of its Grant Funds. Reasonable efforts hereunder shall not require the SELLER to expend more than \$2,500.00, exclusive of voluntary liens and encumbrances.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement, at the BUYER's option, shall be forthwith refunded and all other obligations of the parties' hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee, 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 such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. Taxes on the Property for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. Water and sewer charges, if any, shall be adjusted as of the closing date.

14. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject to the following conditions, at BUYER'S option:

- (a) BUYER obtaining a favorable vote of Brewster Town Meeting, authorizing the acquisition of the Premises for the consideration and upon the terms set forth in this



Agreement, and appropriating funds under G.L. c. 44B, the Community Preservation Act, for that purpose, and, if applicable approval at a town election of a debt exclusion pursuant to G.L. c. 59, §21C, so-called proposition 2 ½, for this purpose;

- (b) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property, if applicable;
- (c) SELLER shall have waived any rights SELLER may have to relocation benefits under the provisions of G.L. c. 79A, and SELLER shall sign and shall have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants or occupants, if any, of the Premises or any portion thereof. SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER shall defend, indemnify and hold harmless BUYER as to any claim for relocation benefits brought against BUYER by any tenant or occupant of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph shall survive the delivery of the deed;
- (d) BUYER shall have inspected the condition of the Premises and SELLER'S title to the Premises and be satisfied with the same, in its sole and absolute discretion, notwithstanding anything herein to the contrary; and
- (e) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

Provided, however, that if any of the conditions are not satisfied by the closing date, BUYER shall have the right to extend the closing for up to ninety (90) days by giving SELLER written notice thereof prior to the Closing Date, and shall inform SELLER of the new closing date at least seven (7) days prior to the Closing. Notwithstanding anything in this Agreement to the contrary, in no event shall the closing be extended past June 2, 2020.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; and (c) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or have the benefit of a permanent easement in the ROW, subject to the Restriction.

16. Affidavits, etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages



sustained as a result of issuing a policy without exceptions covered by such representations; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) a Disclosure of Beneficial Interest form, as required under GL c.7C, §38; and (f) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

17. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18. Representations and Warranties. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) To the best of SELLER'S knowledge, SELLER holds good and clear, record and marketable title to the Premises in fee simple subject to exceptions of record;
- (b) SELLER has not granted or entered into any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
- (c) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (d) SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties that could affect the Premises;
- (e) SELLER has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms;
- (f) SELLER is not a party to any litigation affecting the Premises, and SELLER knows of no litigation or threatened litigation affecting the Premises, or affecting SELLER, or any basis for any such litigation, which would either enjoin SELLER'S performance under this Agreement or adversely impact the Premises;



- (g) To the best of SELLER'S knowledge: (i) no Hazardous Waste (defined in Section 19) has been generated, released, or disposed of at or from the Property; (ii) there has been no release of any Hazardous Waste from the Property; (iii) there are no underground storage tanks or other subsurface facilities currently in use or previously abandoned on the Property, and (iv) chlordane has not been used as a pesticide on the Property;
- (h) SELLER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence or release of any Hazardous Waste (defined in Section 19), at or near the Premises; and
- (i) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER's ability, permit any action to be taken which would cause any of SELLER's representations or warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER shall confirm these representations and warranties at closing, which will survive the same.

19. Inspection Rights. BUYER and its agents, employees, consultants, contractors or licensees shall have the right, upon at least twenty-four (24) hours prior notice to SELLER, which notice may be oral notice, to enter the Premises at BUYER'S own risk for the purposes of conducting such inspections, surveys, tests and analyses as BUYER deems advisable, including, without limitation, environmental site assessments. SELLER or its agents may choose to accompany BUYER and/or BUYER's agents. BUYER shall, as soon as practicable, restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied with the condition of the Premises, including, without limitation, on not having found on the Premises any oil, hazardous waste or hazardous materials, as such terms are used in G.L. c.21E and any applicable federal and/or state laws, rules, and regulations ("Hazardous Waste"). In the event Hazardous Waste is found, or the BUYER is not satisfied with the condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement, whereupon all the rights and obligations of the parties shall cease except those that are stated herein to survive such termination. Nothing herein shall affect BUYER'S rights under Paragraph 7 of this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

20. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities, including attorney's fees, for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.



21. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price, less the permitted adjustments, paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. BUYER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by BUYER'S attorney who shall release the check to SELLER only following the recording of the deed.

22. Condition of Premises at Closing. SELLER agrees to deliver the Premises in a condition substantially similar to their condition on the date of this Agreement and in the condition required hereunder, removing all debris and all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

23. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

24. Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery, to the party's attorney at the addresses set forth in Section 1.

26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

27. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this Section shall survive the closing and delivery of the deed.



28. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as SELLER, their obligations hereunder shall be joint and several. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

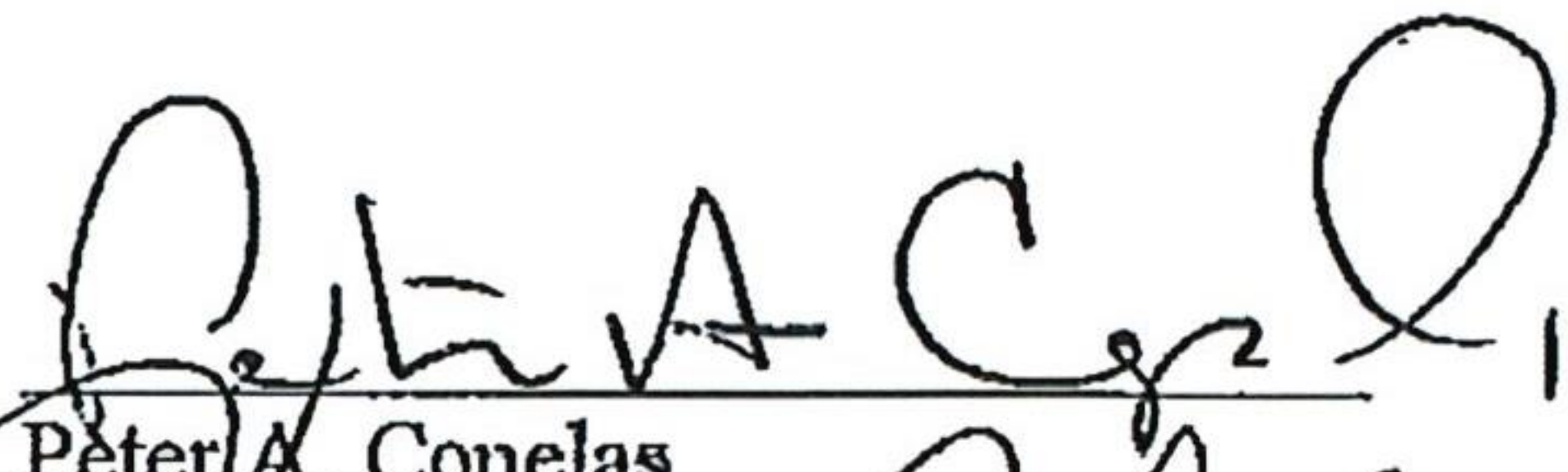
29. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

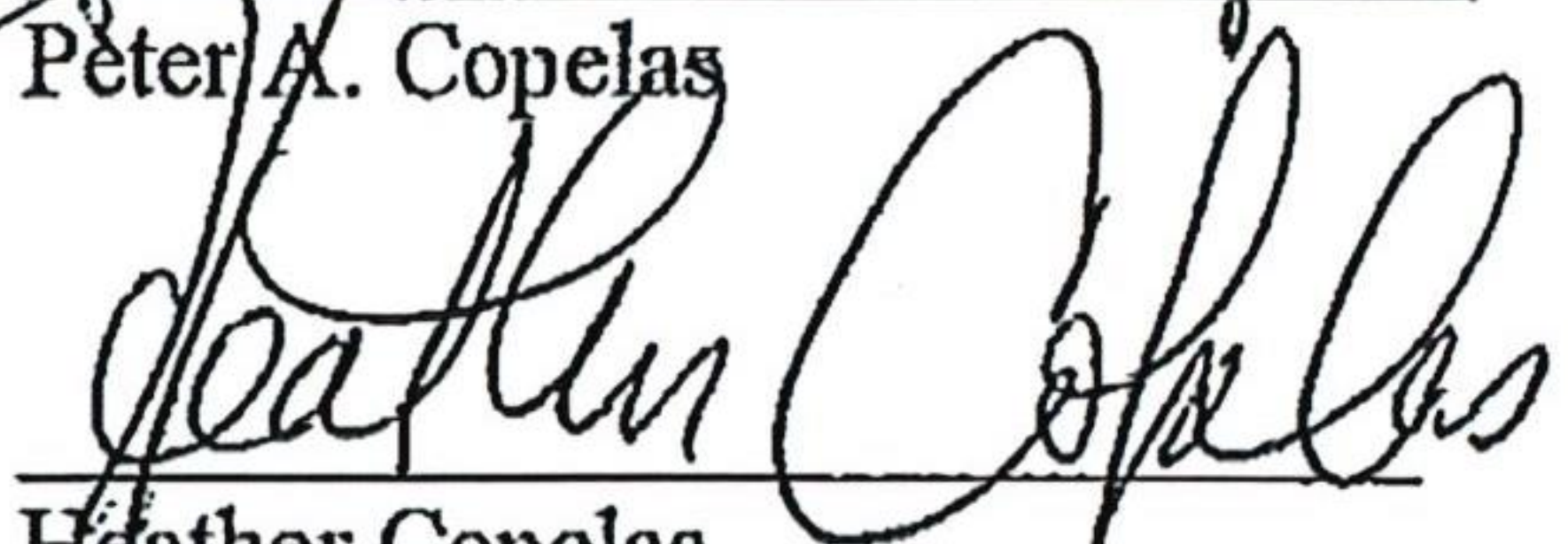
[signature page follows]



In Witness Whereof, the parties hereto sign this Agreement under seal as of this 4<sup>th</sup>  
day of March, 2019.

SELLER:

  
Peter A. Copelas

  
Heather Copelas

BUYER: TOWN OF BREWSTER,  
By its Select Board

\_\_\_\_\_  
Cynthia Bingham, Chair

\_\_\_\_\_  
David Whitney

\_\_\_\_\_  
John Dickson

\_\_\_\_\_  
Mary Chaffee

\_\_\_\_\_  
Benjamin deRuyter

657067/BRBW/0129



In Witness Whereof, the parties hereto sign this Agreement under seal as of this 4<sup>th</sup>  
day of MARCH, 2019.

SELLER:

Peter A. Copelas

Heather Copelas

BUYER: TOWN OF BREWSTER,  
By its Select Board

Cynthia Bingham  
Cynthia Bingham, Chair

David Whitney  
David Whitney

John Dickson  
John Dickson

Mary Chaffee  
Mary Chaffee

Benjamin deRuyter  
Benjamin deRuyter

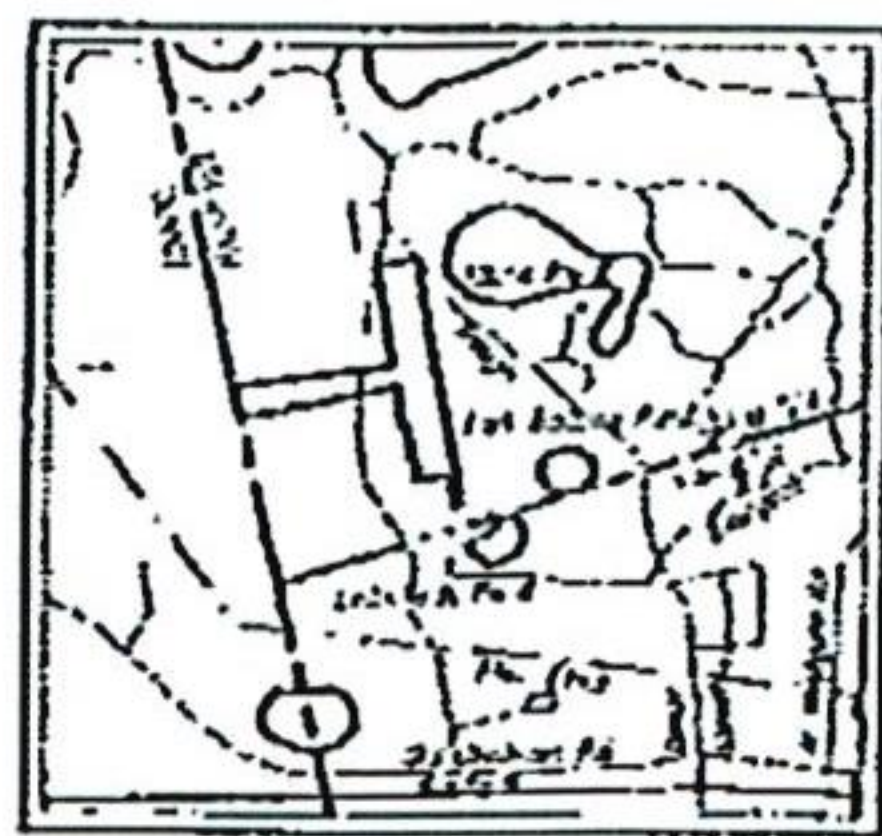
657067/BREW/0129

Exhibit A



Exhibit A





**LOCUS MAP**  
SCALE 1"=1000'

SHOWS MAP 9 PARCELS 13, 31-50  
(NOTE: ONLY PORTIONS OF MAP 9 PCL 13, 37-40)  
LOCUS AREA = 23.91 ACRES  
VERTICAL CURVE, ROAD 80  
HORIZONTAL CURVE, ROAD 80  
AS SURVEYED 1901

**ZONING SUMMARY**  
ZONING DISTRICT: R-1A, RESIDENTIAL DISTRICT

MIN. LOT SIZE: 100,000 S.F.  
MIN. LOT FRONTAGE: 200'  
MIN. LOT WIDTH: 150' AT FRONT SETBACK  
MIN. FRONT SETBACK: 40'  
MIN. SIDE SETBACK: 25'  
MIN. REAR SETBACK: 30'  
MAX. BUILDING HEIGHT: 35'  
MAX. ELEV. COVERAGE: 10%

NOTE: PROPOSED IN SEVERALS TO 50%  
SEE SPECIAL PERMIT DECISION  
SITE IS LOCATED WITHIN STATE ZONE 1  
WATER PROTECTION DISTRICT  
SOIL TYPE = CARVER DUMPS TYPIC  
TOWN WATER TO LOT 1, SPECIFICATION  
PLANNED, DRAINAGE SYSTEMS PLANNED  
WITH INTER-ADAPTATION PLAN WITH TOWN  
SEWAGE MAX. FOR LOT 1

**RECORD OWNER/APPLICANT:**  
PETER COPELAS ET AL  
133 BOSTON STREET  
SHELVILLE, MA 01770

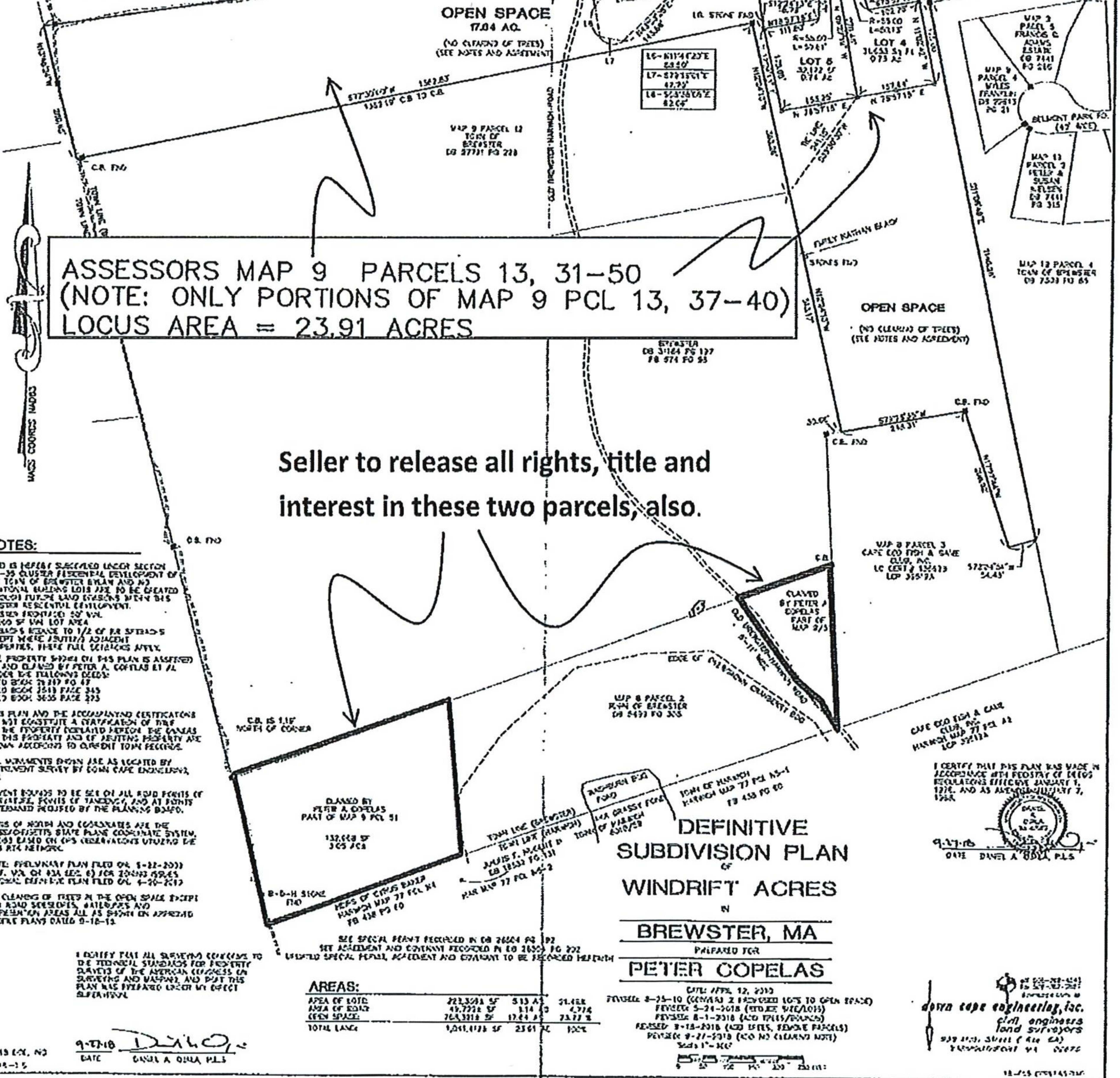
**REFERENCES**  
DEED BOOK 25117 PAGE 47  
DEED BOOK 25118 PAGE 372  
DEED BOOK 25225 PAGE 275  
PLAN BOOK 255 PAGE 81, 80, 81, 82  
10 PLAN 3511A  
MAP OF LOCUS TOWN OF BOSTON OF 1792

**BREWSTER PLANNING BOARD**  
APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW IS REQUIRED

DATE: 11/14/18  
BY: [Signature]  
[Signature]  
[Signature]

CLERK OF THE TOWN OF  
BREWSTER, CERTIFY THAT THE MAP OF APPROVAL OF THIS PLAN HAS  
BEEN RECORDED AND RECORDED IN THIS OFFICE AND THAT NO NOTICE OF  
APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT FOLLOWING THE  
RECORD AND RECORDING OF SAID NOTICE.

DATE: \_\_\_\_\_ TOWN CLERK: \_\_\_\_\_



**NOTES:**

LAND IS HEREIN SUBDIVIDED UNDER SECTION  
17A-35 CLUSTER RESIDENTIAL DEVELOPMENT OF  
THE TOWN OF BREWSTER, MASSACHUSETTS, AND  
ADDITIONAL BUILDING LOTS ARE TO BE CREATED  
THROUGH FUTURE LAND DIVISIONS WITHIN THIS  
CLUSTER RESIDENTIAL DEVELOPMENT.  
CLUSTER FRONTAGE: 50' MIN.  
50,000 S.F. MIN. LOT AREA  
SETBACKS: 40' TO 1/2 OF R-1A SETBACKS  
EXCEPT WHERE INDICATED OTHERWISE  
PROPERTIES, THESE FULL VARIANCES APPLY.

THE PROPERTY SHOWN ON THIS PLAN IS ASSIGNED  
TO AND OWNED BY PETER A. COPELAS ET AL  
UNDER THE FOLLOWING DEEDS:  
DEED BOOK 25117 PG 47  
DEED BOOK 25118 PG 372  
DEED BOOK 25225 PG 275

THIS PLAN AND THE ACCOMPANYING CERTIFICATIONS  
DO NOT CONSTITUTE A GUARANTEE OF THE  
ACCURACY OF THE PROPERTY LINES OR THE CANNAS  
OF THIS PROPERTY AND OF ANY OTHER PROPERTY ARE  
SHOWN ACCORDING TO CURRENT TOWN RECORDS.

ALL MONUMENTS SHOWN ARE AS LOCATED BY  
INDEPENDENT SURVEY BY JOHN CAPE ENGINEERING, INC.

CONVEYANCES TO BE SET ON ALL ROAD POINTS OF  
CURVATURE, POINTS OF TANGENCY, AND AT POINTS  
DETERMINED REQUIRED BY THE PLANNING BOARD.

BASES OF MONUMENTS AND COORDINATES ARE THE  
MASSACHUSETTS STATE PLANE COORDINATE SYSTEM,  
NAD83 BASED ON GPS OBSERVATIONS UTILIZING THE  
GPS NETWORK.

NOTE: PRELIMINARY PLAN FILED ON 6-22-2011  
REV. V.A. OF 13A DEC. 6 FOR 25043 (REV. 1)  
OFFICIAL DEFINITIVE PLAN FILED ON 6-22-2011

NO CLEARING OF TREES IN THE OPEN SPACE EXCEPT  
FOR ROAD SETBACKS, UTILITIES AND  
BURNING AREAS ALL AS SHOWN ON APPROVED  
FUTURE PLANS DATED 9-12-13.

I CERTIFY THAT ALL SURVEYING CONFORMS TO  
THE TECHNICAL STANDARDS FOR PROPERTY  
SURVEYING OF THE AMERICAN COUNCIL ON  
SURVEYING AND MAPPING, AND THAT THIS  
PLAN WAS PREPARED UNDER MY DIRECT  
SUPERVISION.

**Seller to release all rights, title and  
interest in these two parcels, also.**

**DEFINITIVE  
SUBDIVISION PLAN  
OF  
WINDDRIFT ACRES  
IN  
BREWSTER, MA  
PREPARED FOR  
PETER COPELAS**

**AREAS:**

AREA OF LOT	222,304 S.F.	513 A.	21.48
AREA OF ROAD	49,771 S.F.	114 A.	4.74
AREA OF OPEN SPACE	765,318 S.F.	17.4 A.	73.77
TOTAL LAND	1,037,393 S.F.	23.61 A.	100%

DATE: APR. 12, 2013  
FENCE: 8-25-10 (GENERAL 2 INCH CHAIN LINK TO OPEN SPACE)  
FENCE: 5-21-2018 (WOODEN WIRE/LOIS)  
FENCE: 8-1-2018 (WOODEN WIRE/LOIS)  
RESEED: 9-18-2018 (WOODEN WIRE, REMOVE FENCE)  
REMOVE: 9-21-2018 (WOODEN WIRE, REMOVE FENCE)  
REMOVE: 1-1-2019

**JOHN CAPE ENGINEERING, INC.**  
civil engineers  
land surveyors  
959 HIGH STREET (4th FL)  
BREWSTER, MA 01936





*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
100 Cambridge Street, Suite 900  
Boston, MA 02114

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LIEUTENANT GOVERNOR

Matthew A. Beaton  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1181  
<http://www.mass.gov/eea>

Mr. Mark Robinson, Executive Director  
The Compact of Cape Cod Conservation Trusts, Inc.  
PO Box 443  
Barnstable, MA 02630-

February 14, 2019

Re: Conservation Land Tax Credit  
Application # 0470  
0 Windrift Lane, Brewster, 23.91 Acres  
Proposed Calendar Year 2020 Gift/Bargain Sale  
Copelas

Dear Mark:

This will confirm we did receive the appraisal. We cannot issue the Part 2 approval letter though because calendar year 2019 funds are fully obligated to other projects right now, so we will obligate 2020 funds.

Towards the end of calendar 2019 we will send you a *Part 2 Approval* letter. In the meantime, be assured that funds in the amount of \$75,000 have been obligated towards a 2020 tax credit for this application. Also, any outstanding items from the Part 1 letter will also have to be satisfied.

**Very important note:** The conservation land tax credit is only available for donations made and recorded in the same calendar year as the credit is claimed. Therefore, you may not proceed with the closing on or the recording of the donation until you receive the *Part 2 Approval* letter from us, clearly specifying when the donation can be made.

Let me know if you have any questions.

Sincerely,

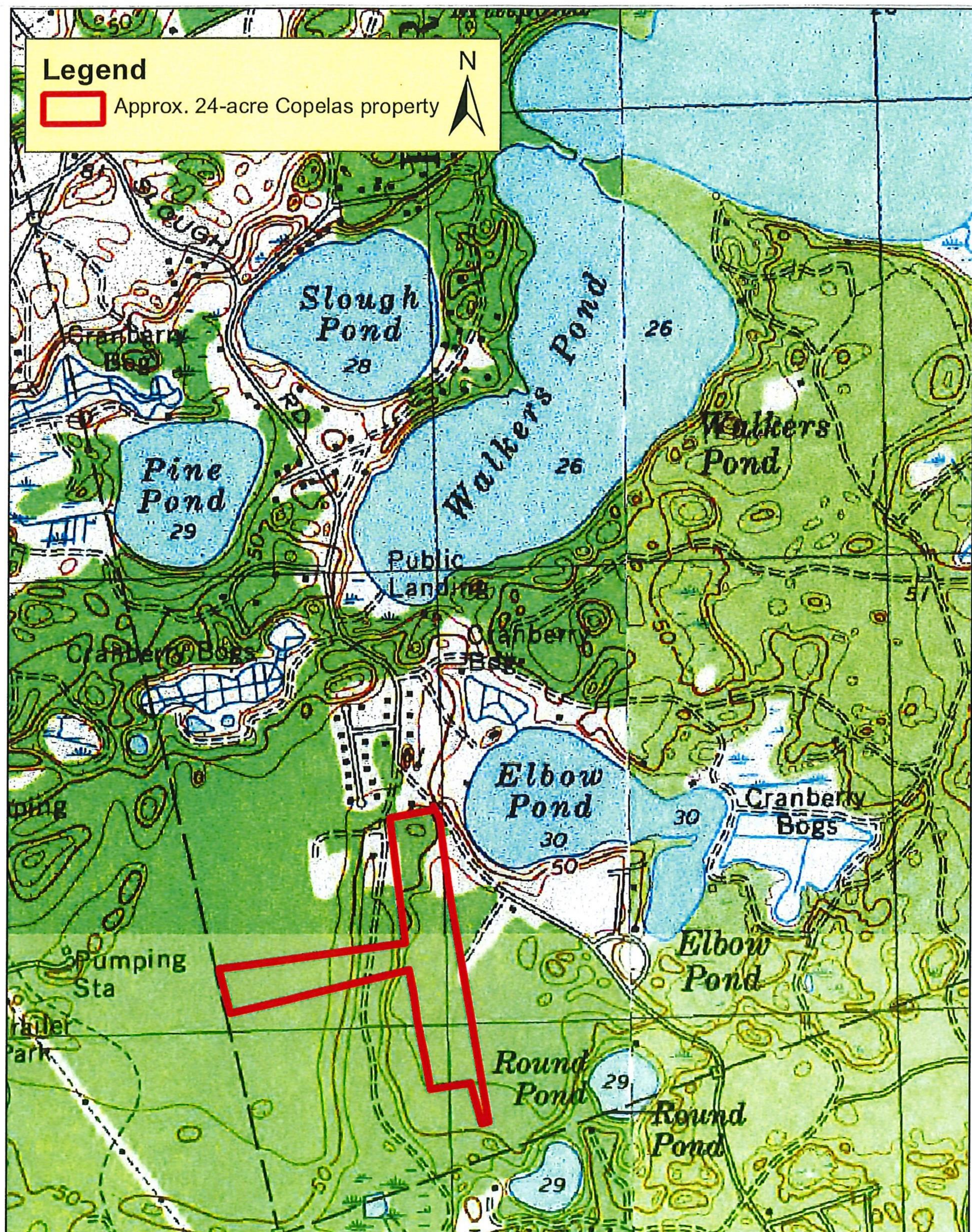
Thomas C. Anderson  
Program Coordinator

Exhibit B



## MAP 3.1:

### Topographic Locus (Harwich quadrangle, 1977)



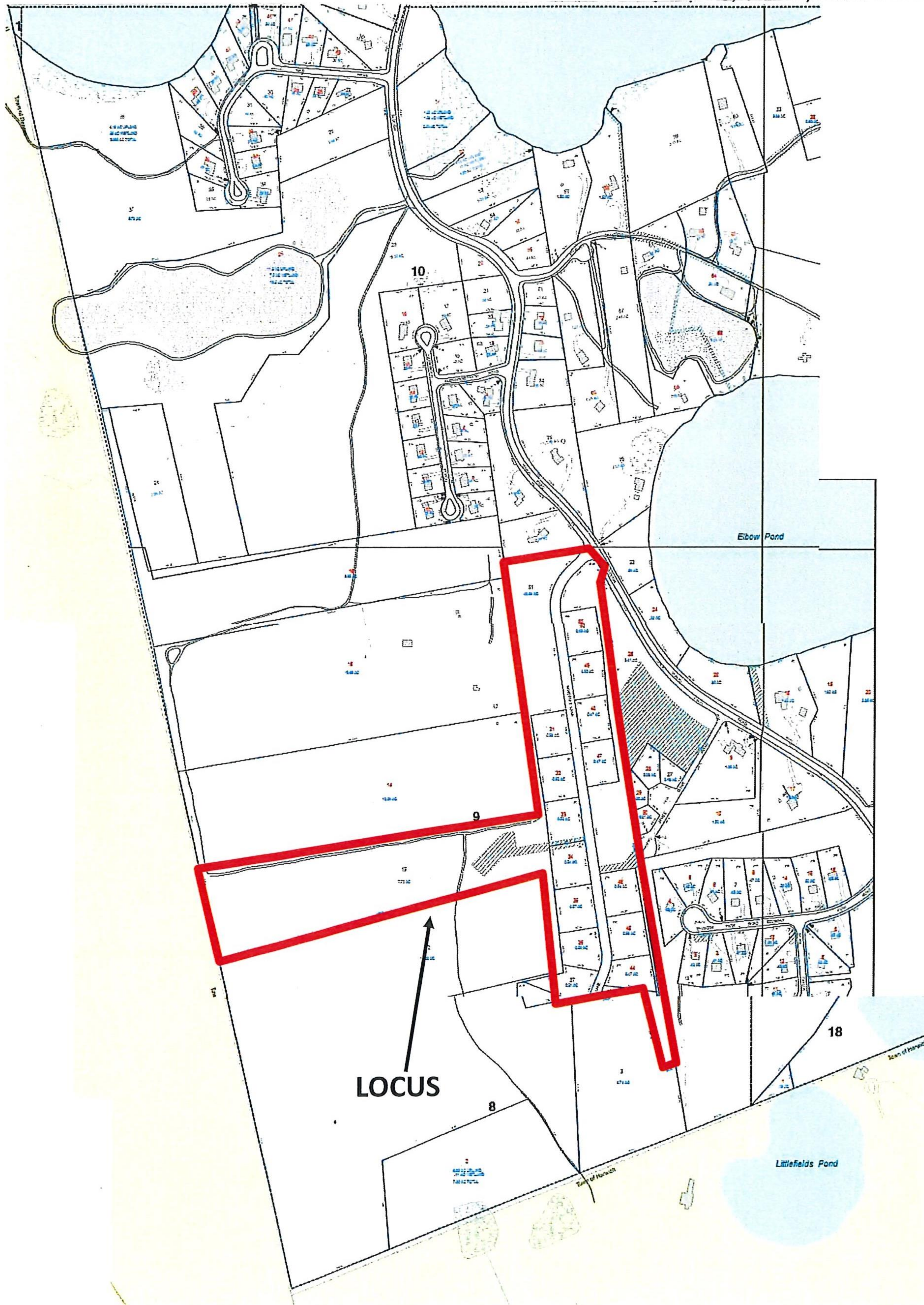
Map prepared January 2019  
Data provided by MassGIS  
Parcel layer provided by Cape Cod Commission

0 400 800 1,600 Feet



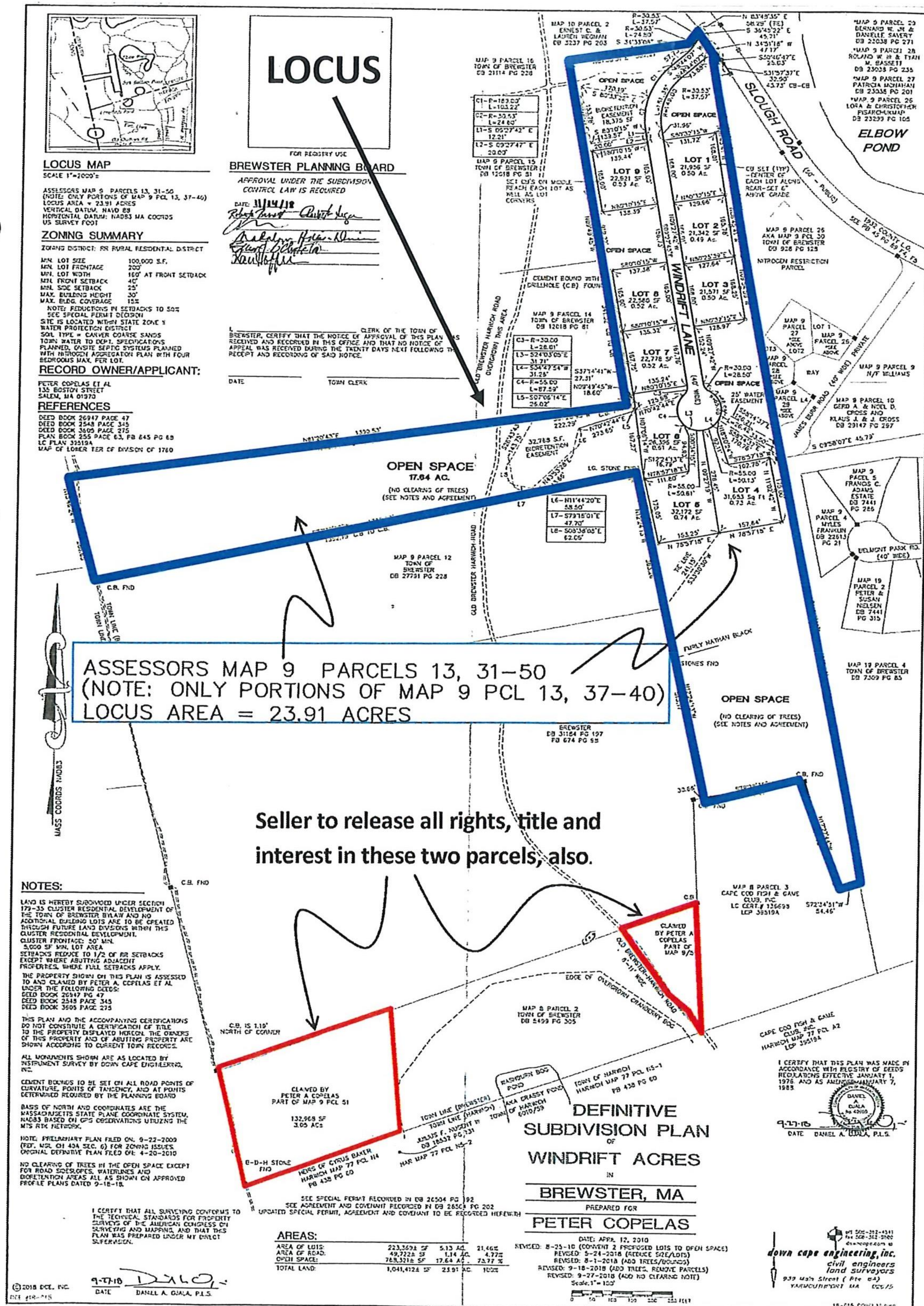
## **MAP 3.2:**

### **Town Assessing/Tax Map –Compilation (Maps 8, 9 & 10-showing 2012 Sub-division plan)**





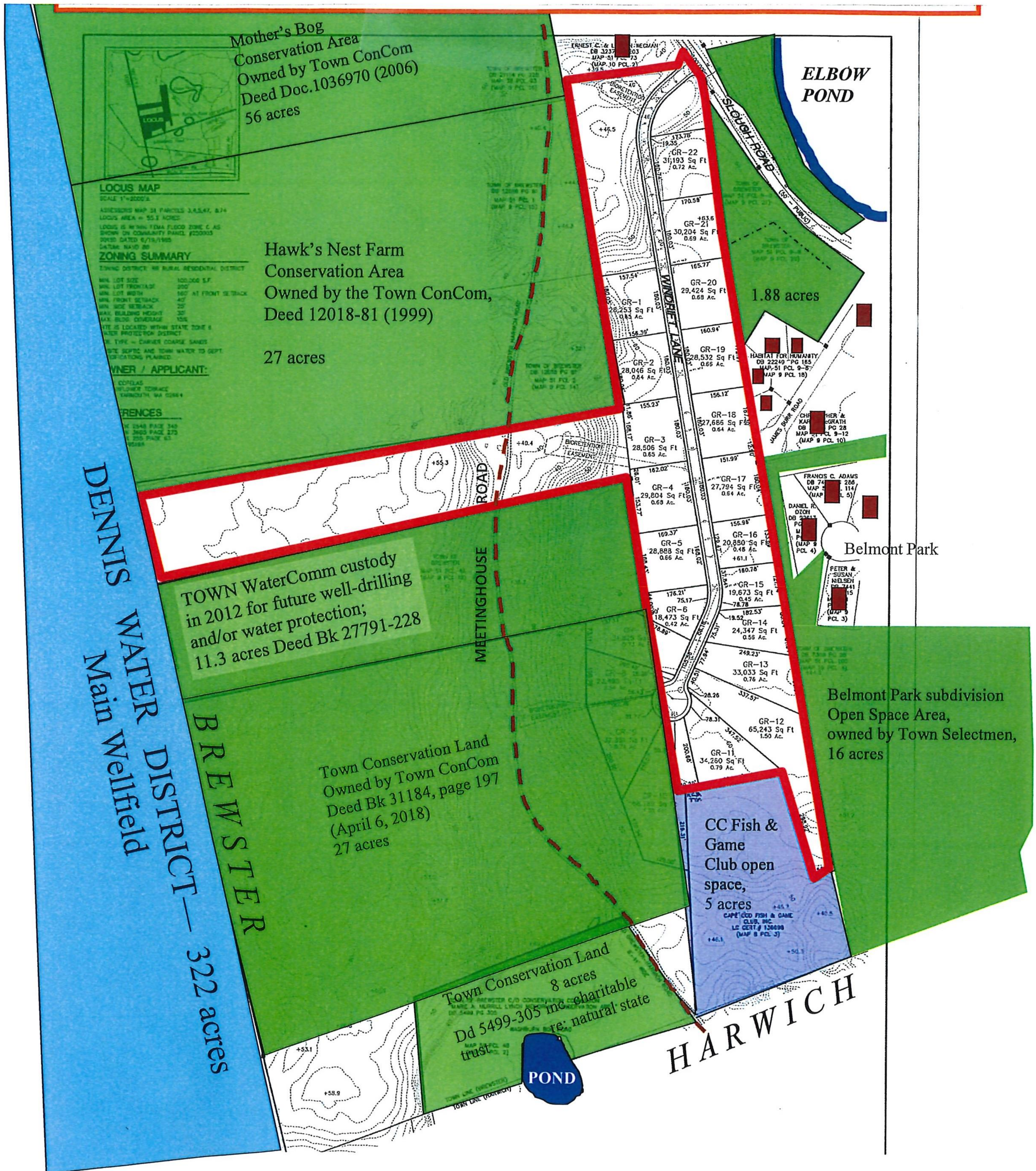
## Current Definitive Subdivision Plan with Locus





## MAP 3.4:

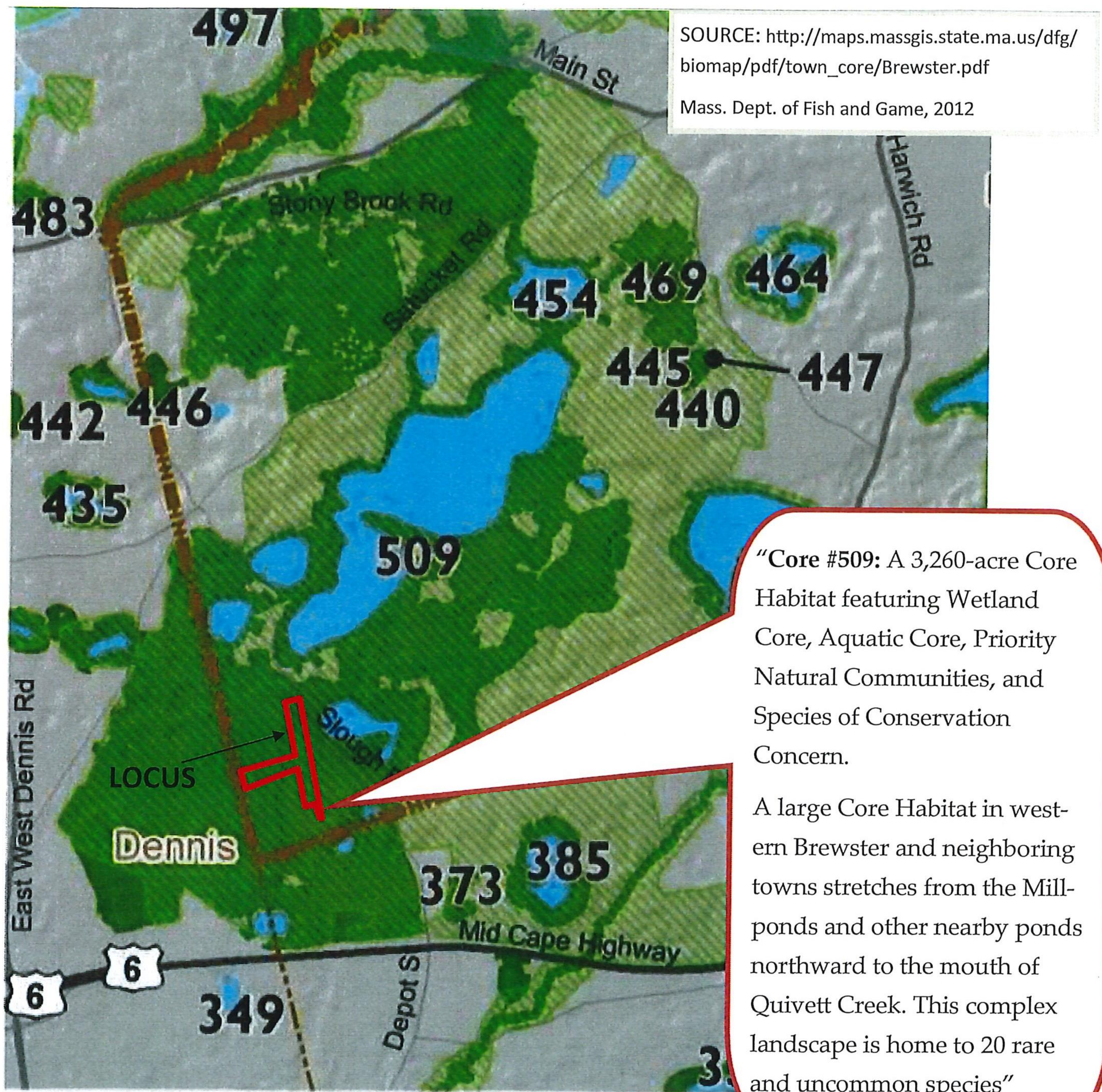
### Surrounding Protected Open Space





### MAP 3.5:

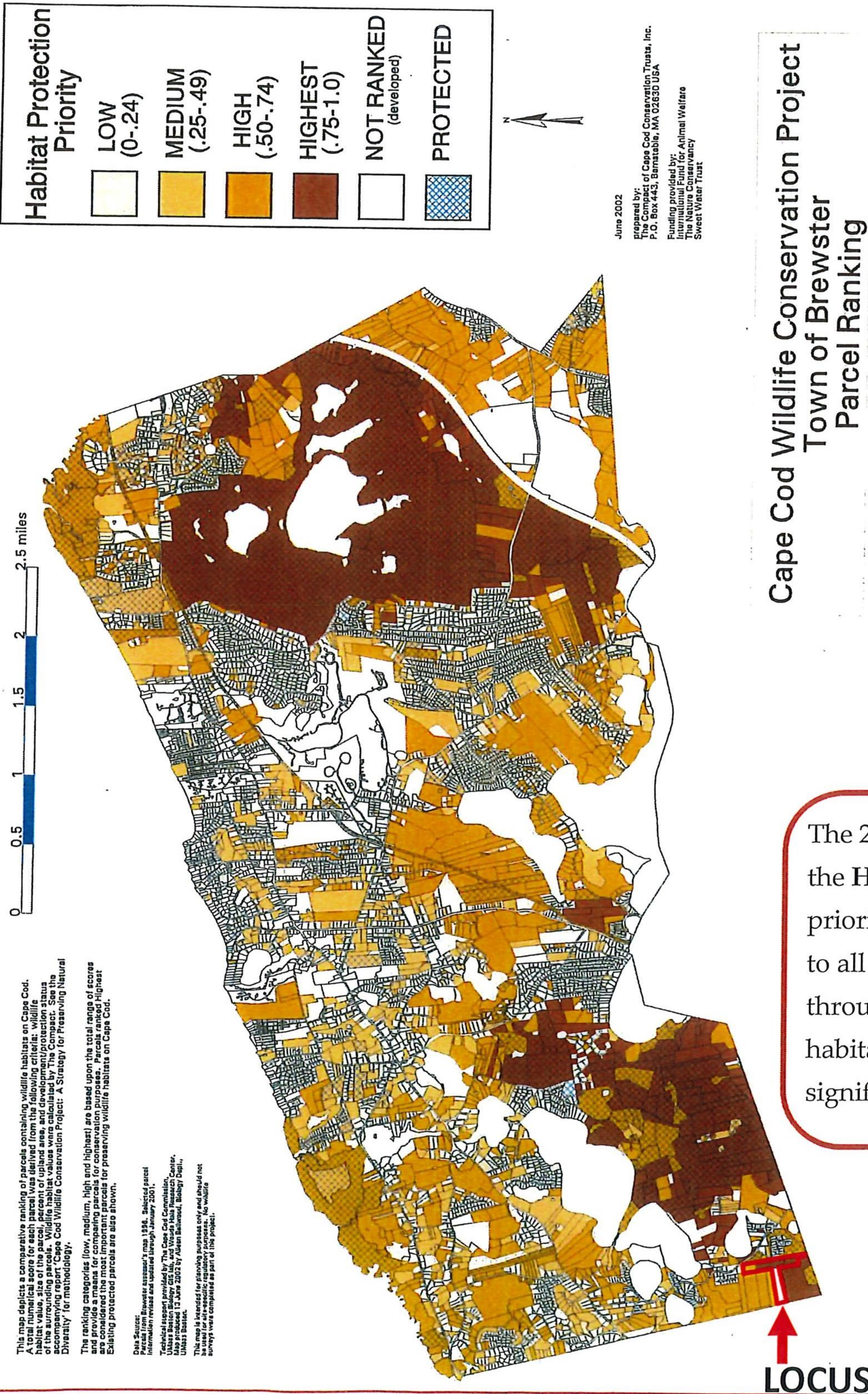
## Natural Heritage & Endangered Species Program (NHESP) BioMap2 Core Habitat and Critical Natural Landscape





## MAP 3.6:

### Habitat Protection Priority



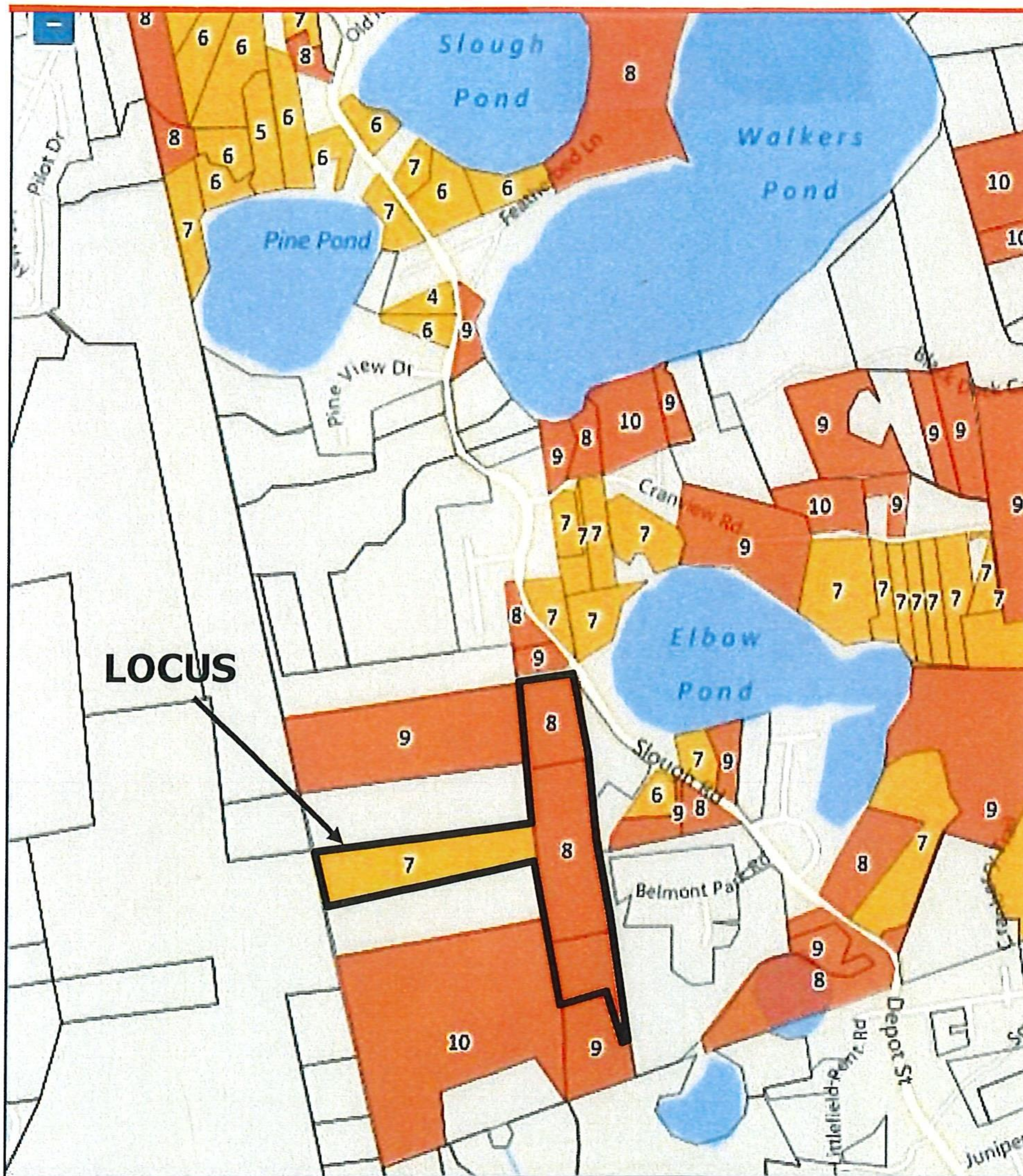
*SOURCE: "Cape Cod Wildlife Conservation Project, The Compact of Cape Cod Conservation Trusts, Inc., Barnstable MA, 2003.*

The 24-acre parcel rated in the **HIGH & HIGHEST** priority categories relative to all larger vacant parcels throughout Cape Cod for habitat quality and significance in 2003.



## MAP 3.7:

### MA Audubon Mapping and Prioritizing Parcels for Resilience (MAPPR) Habitat Analysis



#### Priority

- High Priority Parcels
- Medium Priority Parcels
- Lower Priority Parcels

In a Balanced Model run of the computer analysis of habitat significance, the 24-acre locus property ranked among the highest parcels still to preserve in SW Brewster, an area with many highest-quality parcels remaining in the town.

#### MAPPR Tool

Mapping and Prioritizing Parcels for Resilience (MAPPR) allows land conservationists to identify the parcels within an area of interest that are the highest priorities for protection based on habitat quality, climate change resilience, and other metrics such as parcel size and adjacency to existing protected parcels. Analyses are based on open space data and assessor parcel data available through MassGIS as of April 2015. As a result, ownership information and protection status may be inaccurate for some parcels. Check with your town assessor for the most up-to-date information. Please email any comments to [mappr@massaudubon.org](mailto:mappr@massaudubon.org).

Instructions [show](#)

Examples [show](#)

Study Area [📍](#)

Brewster [📄](#) x

Pre-calculated Models [📄](#)

Filter by Parcel Size [📄](#)

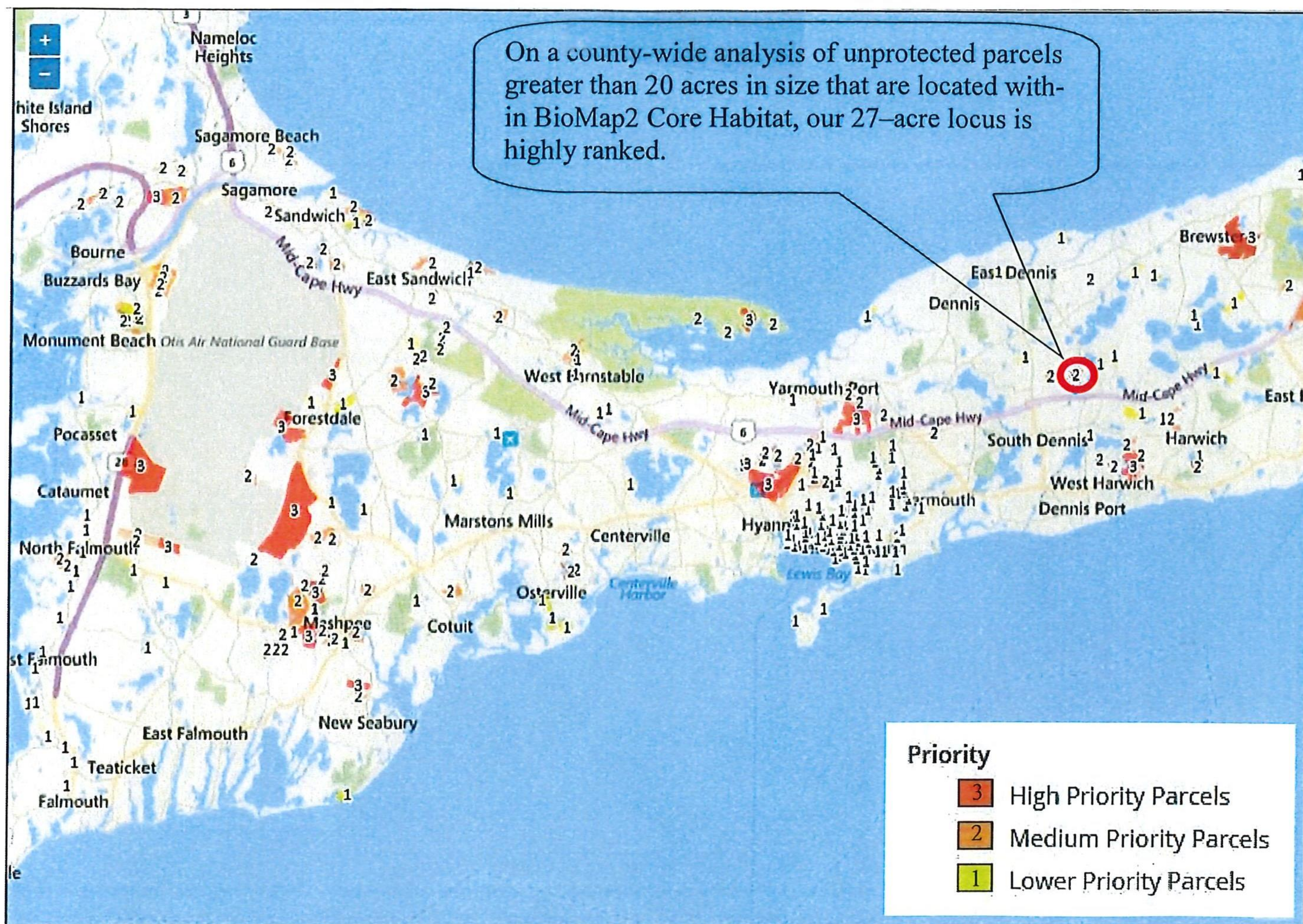
select min parcel size [📄](#)

Filter by Block Size (Unprotected Acres) [📄](#)



## MAP 3.8:

### County-wide Habitat Analysis/Ranking using MAPPR



#### MAPPR Tool

Mapping and Prioritizing Parcels for Resilience (MAPPR) allows land conservationists to identify the parcels within an area of interest that are the highest priorities for protection based on habitat quality, climate change resilience, and other metrics such as parcel size and adjacency to existing protected parcels. Analyses are based on open space data and assessor parcel data available through MassGIS as of April 2015. As a result, ownership information and protection status may be inaccurate for some parcels. Check with your town assessor for the most up-to-date information. Please email any comments to [mappr@massaudubon.org](mailto:mappr@massaudubon.org).

Instructions [show](#)

Examples [show](#)

Study Area [📍](#)

Brewster [📌](#) X

Pre-calculated Models [📌](#)

- ☒ Balanced Model
- ☐ Resilience Model

Filter by Parcel Size [📌](#)

select min parcel size [📌](#)

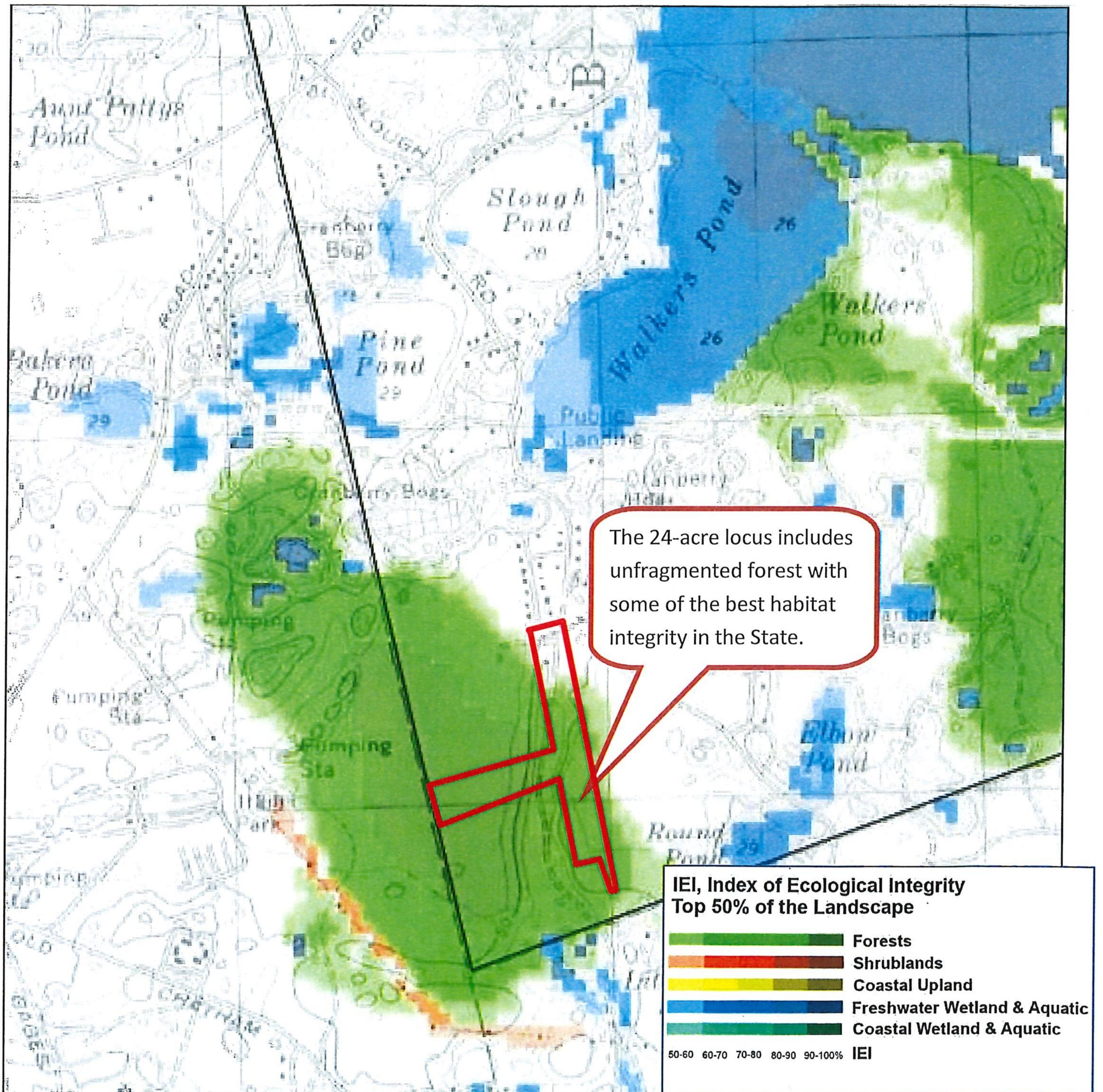
Filter by Block Size (Unprotected Acres) [📌](#)

select min block size [📌](#)



## MAP 3.9:

### Index of Ecological Integrity Habitat Analysis



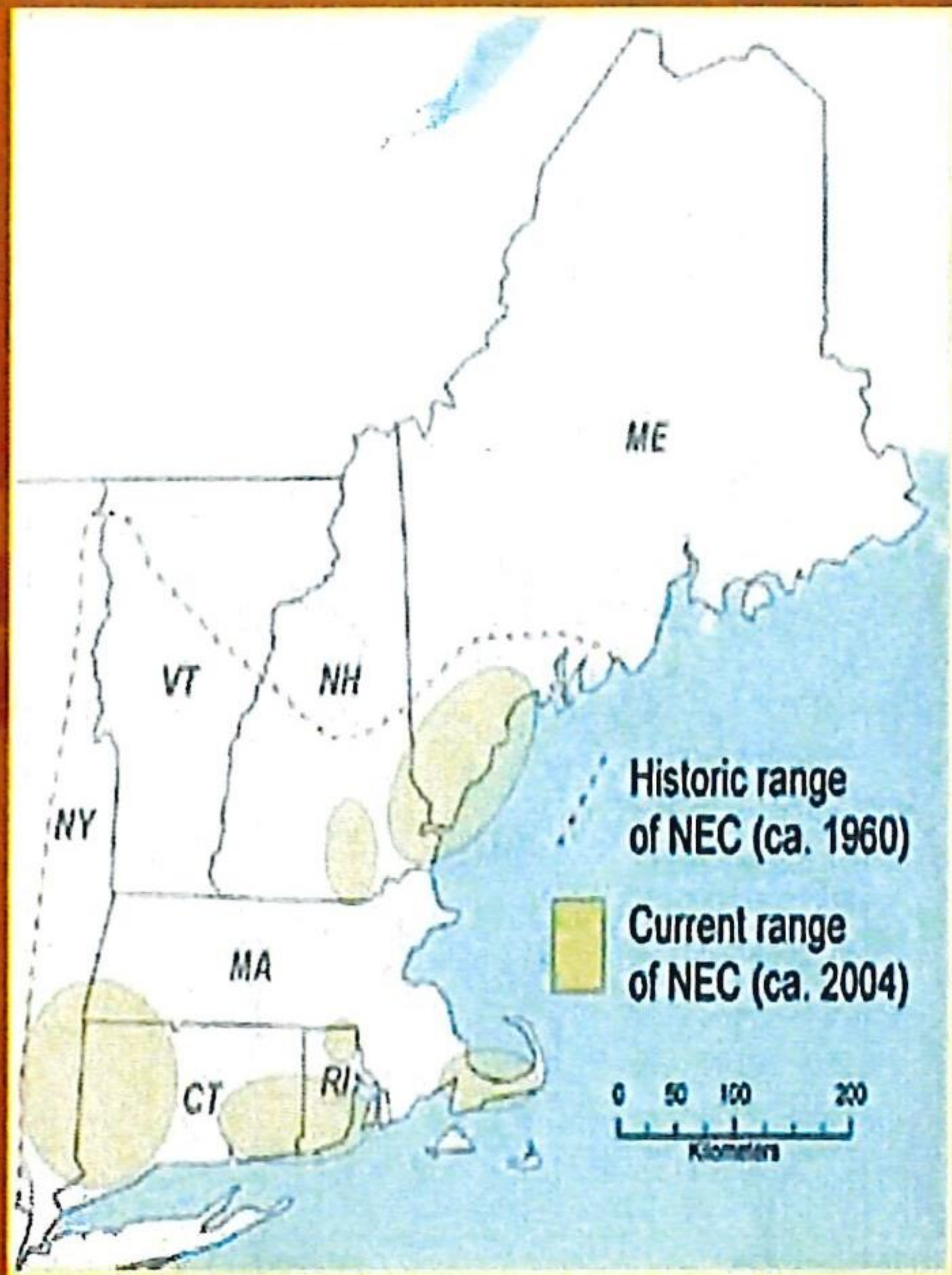
The IEI, or Index of Ecological Integrity, delineates the relative wildlife habitat and biodiversity value of any point on the landscape based on landscape ecology principles and expert opinion. The IEI is calculated by the Conservation Assessment and Prioritization System (CAPS) computer program developed at the University of Massachusetts, Amherst. Depicted on this map are those areas representing 50% of the landscape with the highest IEI values; the darker the color the higher the integrity value. For more information see: <http://www.masscaps.org>.



### MAP 3.10:

## New England Cottontail Habitat Focus Area

*To try to prevent listing of the New England cottontail (NEC) rabbit as a federally-listed endangered species, the Mass. Div. of Fisheries and Wildlife has secured federal grant funds to improve habitat quality, through landscape management, for known occurrences of NEC. Cape Cod is a "hotspot" in the state for NEC. Areas identified with important habitat and confirmed reports of NEC on the Cape are shown as focus areas in this sketch. (Map source: MassDFW, 2010).*



Southwest Brewster is a New England cottontail hotspot.

Brewster





### **MAP 3.11:**

## **ZONE 2, Zones of Contribution to Public Water Supplies for the towns of Brewster, Dennis & Harwich**

The Towns of Brewster, Harwich and Dennis all share the large area of relatively undeveloped forest land in and near the southwest corner of Brewster to site many of their gravel-packed wells serving their combined year-round population of 36,300 (multiplied by 2.5 in the summer). The locus 24-acre parcel in Brewster directly protects the Dennis Water District main wellfield.

● = Municipal Well Site

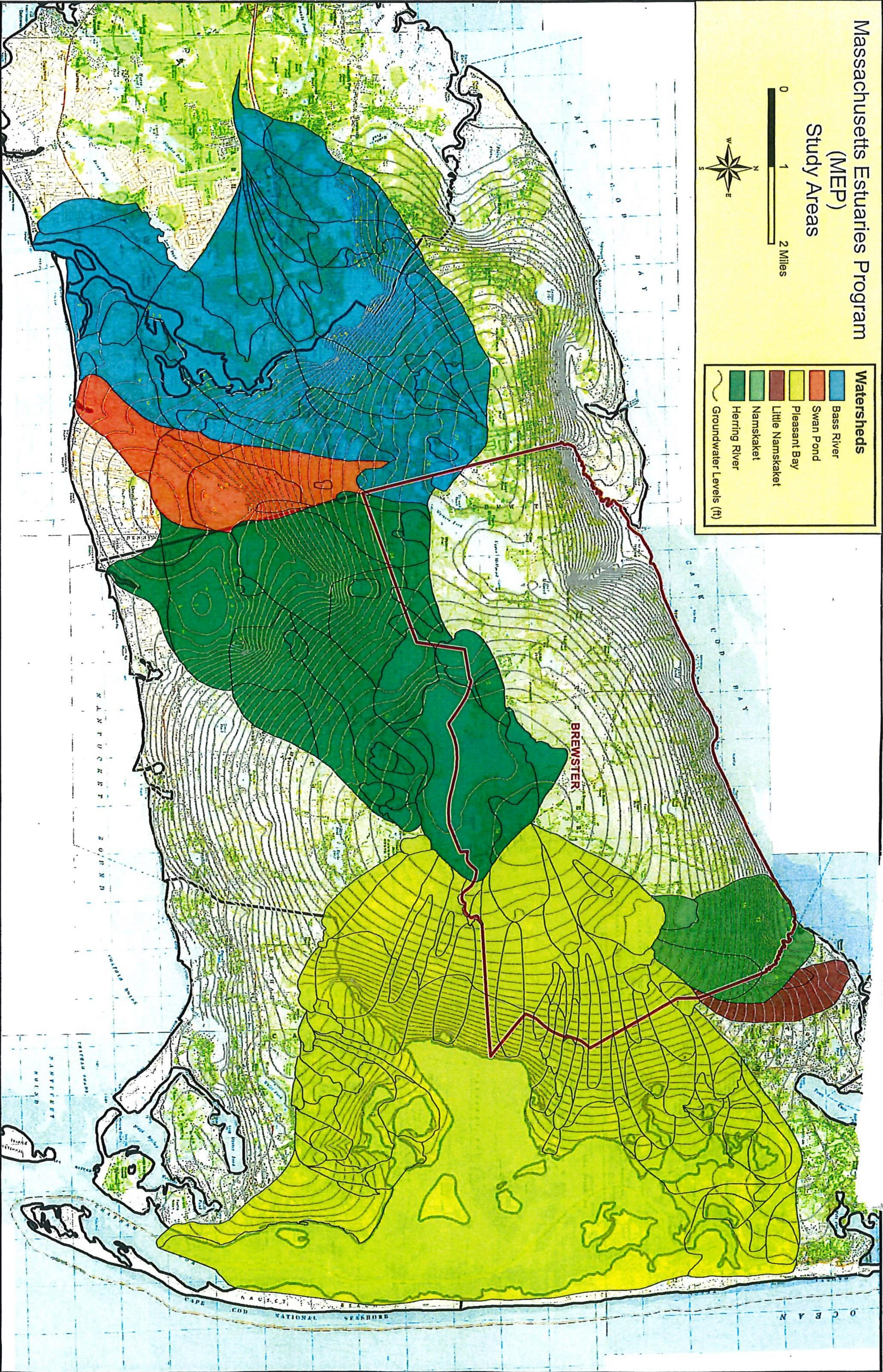


Source: Cape Cod Commission via MassGIS



**MAP 3.12:**

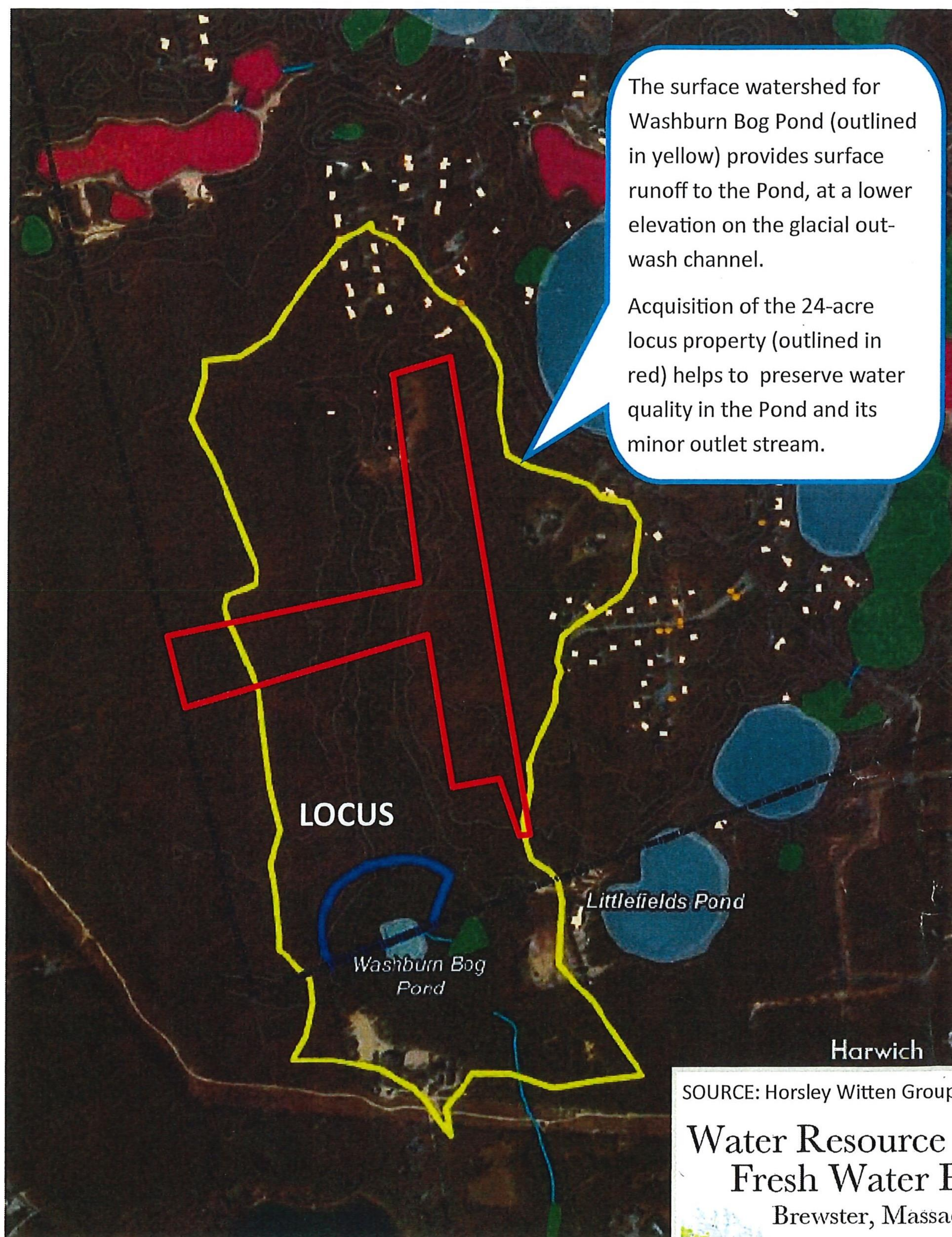
**MA Estuaries Program (MEP) Study Area: Specifically Herring and Bass Rivers Watersheds**





### **MAP 3.13:**

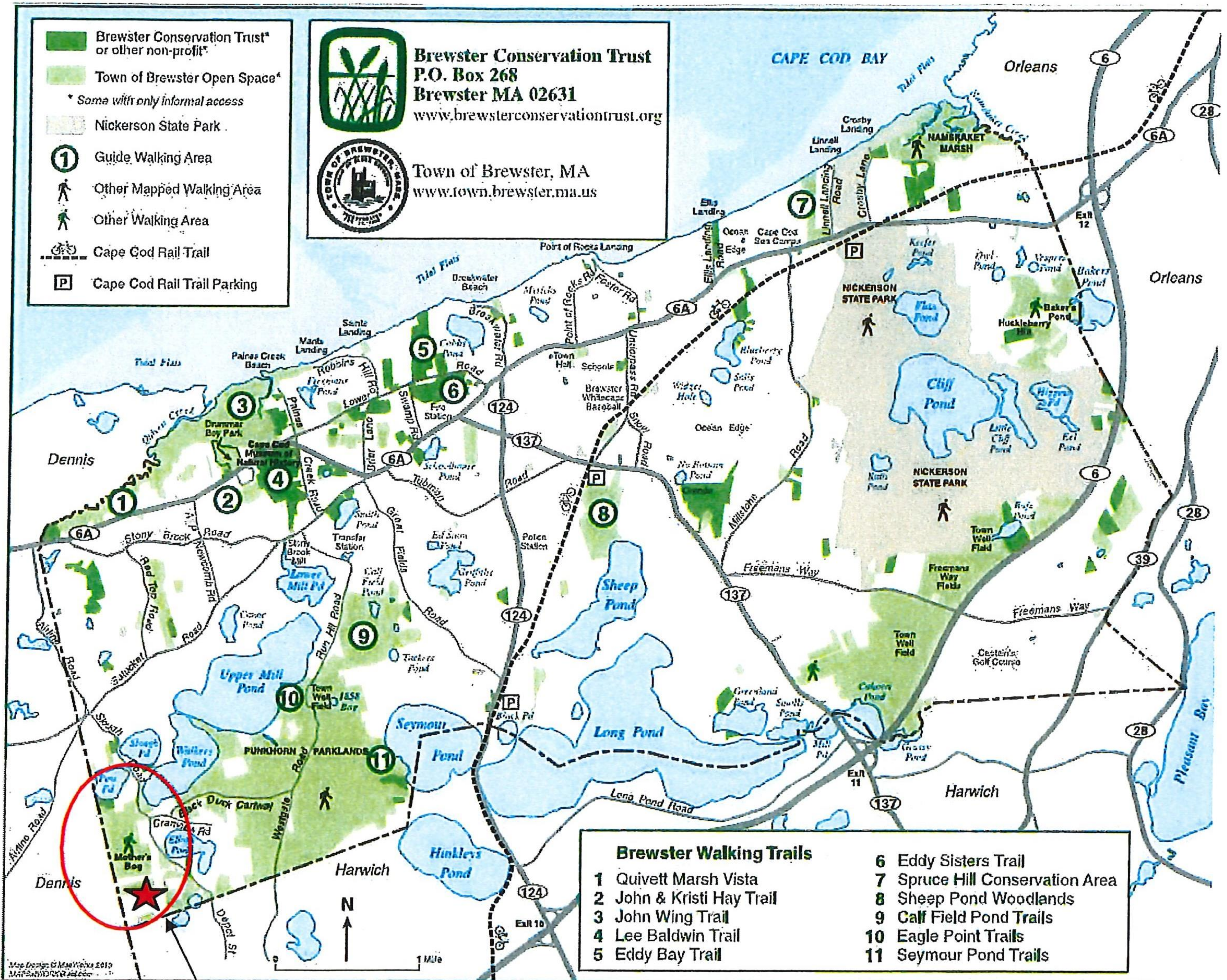
## **Surface Watershed for Washburn Bog Pond (From Water Resource Atlas Fresh Water Ponds - Brewster, MA)**





# MAP 3.14a:

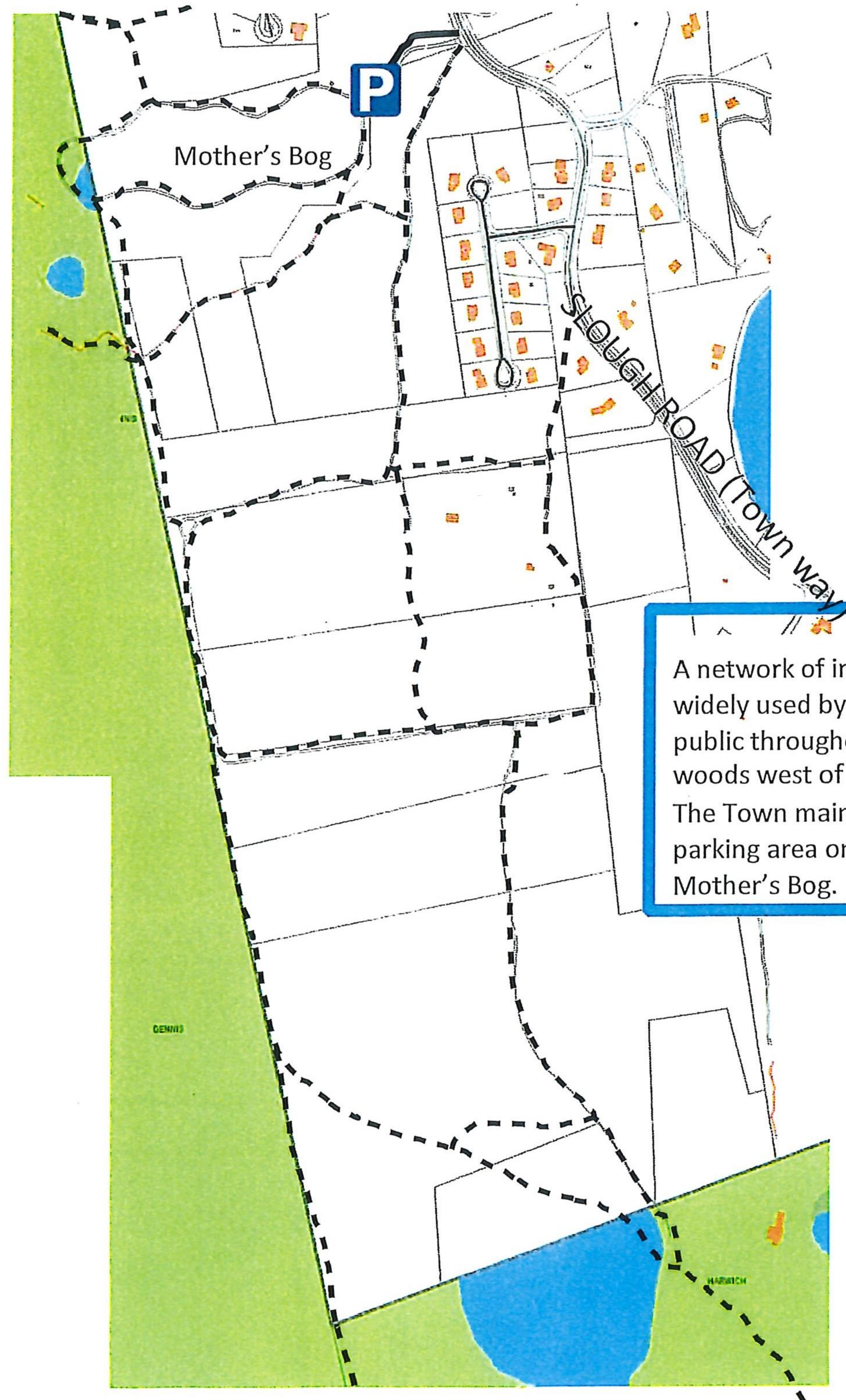
## Brewster Trails





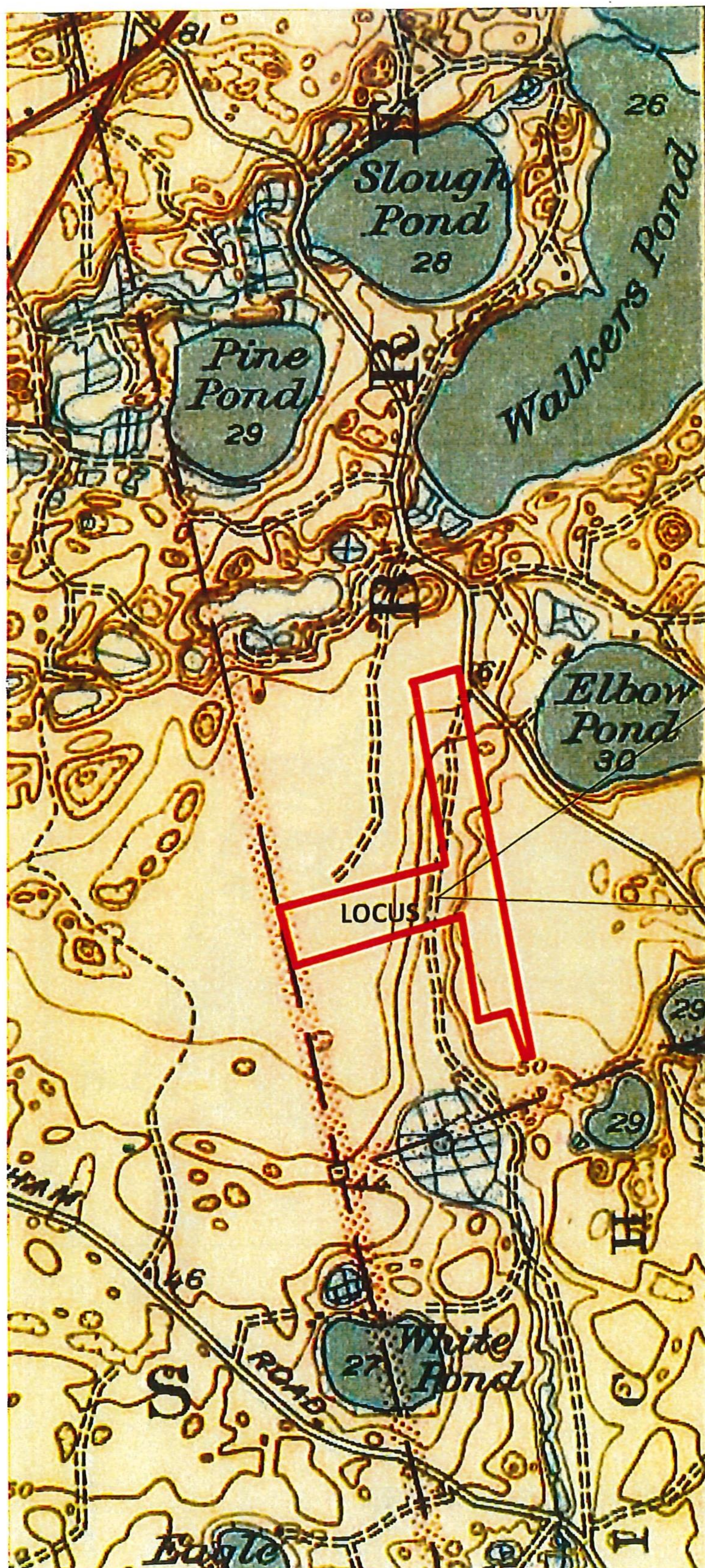
## MAP 3.14b:

### Public Walking Trails





**MAP 15:**  
**Historic Resources— Meetinghouse Road/Carpath**



*Source: Harwich Quadrangle, USGS, 1943*

Meetinghouse Road, also known as Old Brewster-Harwich Road, follows a natural slough, or shallow glacial outwash valley. Historically, it connected parishioners on the Southside of the Cape to the colonial churches set up on the older Northside or Bayshore settlements. In 1806, Brewster and Harwich divided into separate towns, partially so the villagers would not have to travel so far to go to church on Sabbath.

The 27-acre locus property helps to preserve intact this important historic carpath through the woods from being obliterated by residential development.



A red rectangular box used for redaction, located at the bottom of the page.



## **MAP NOTES 3.16b:**

### **Town of Brewster Archaeological Resources Map**

#### **PRIMARY SENSITIVITY (1,000-FOOT PROTECTIVE BUFFER ZONE):**

This area generally includes all areas within 1,000 feet of a marine ecosystem, particularly those areas within close proximity to fresh water. These areas have a high probability of containing prehistoric archaeological sites. The four most important areas for management consideration based upon available data are: Namskaket Creek and marsh, the Cape Cod Bay shoreline, Stony Brook Valley, and the major ponds of the Herring River Drainage System.

#### **SECONDARY SENSITIVITY (500-FOOT PROTECTIVE BUFFER ZONE):**

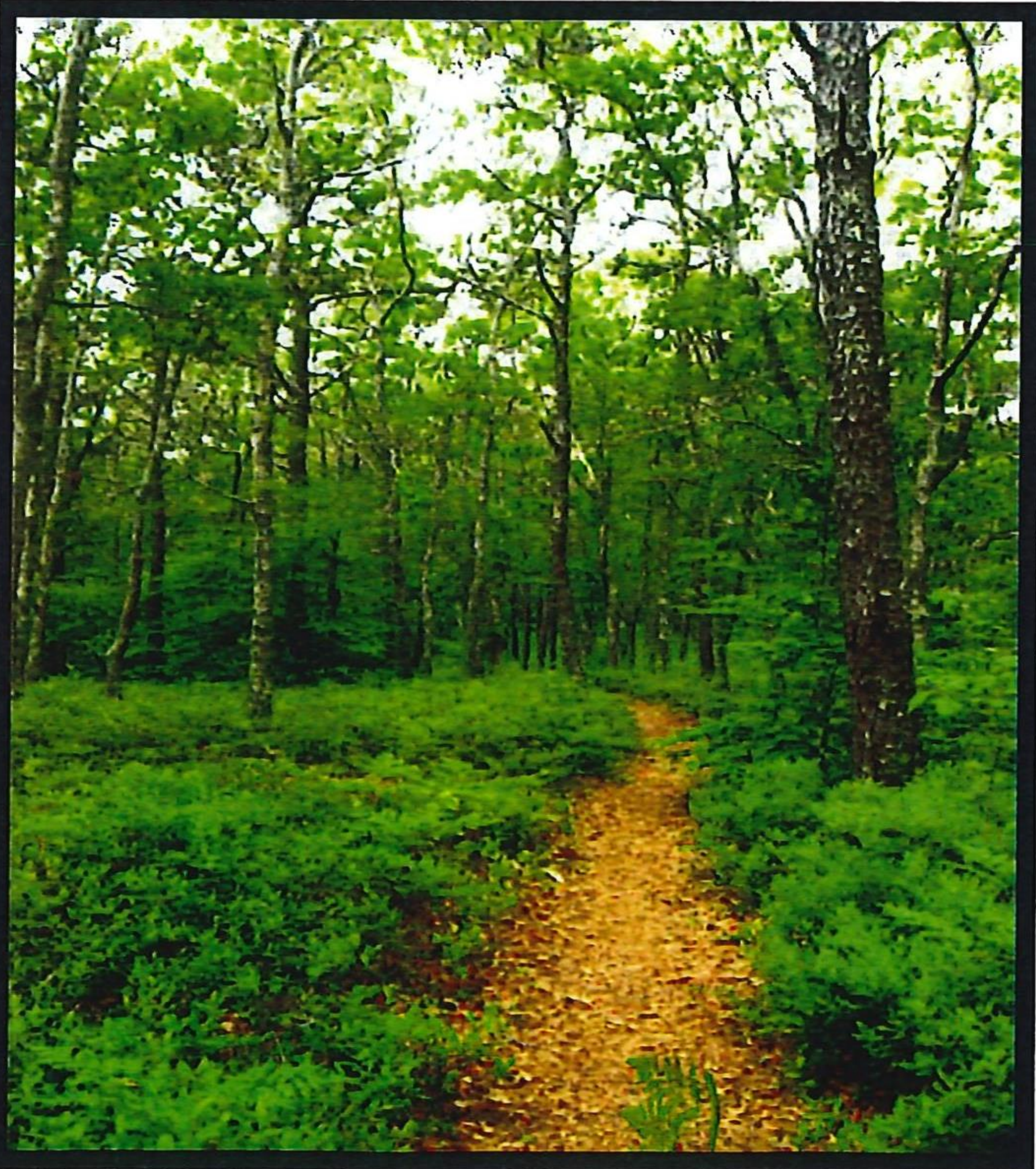
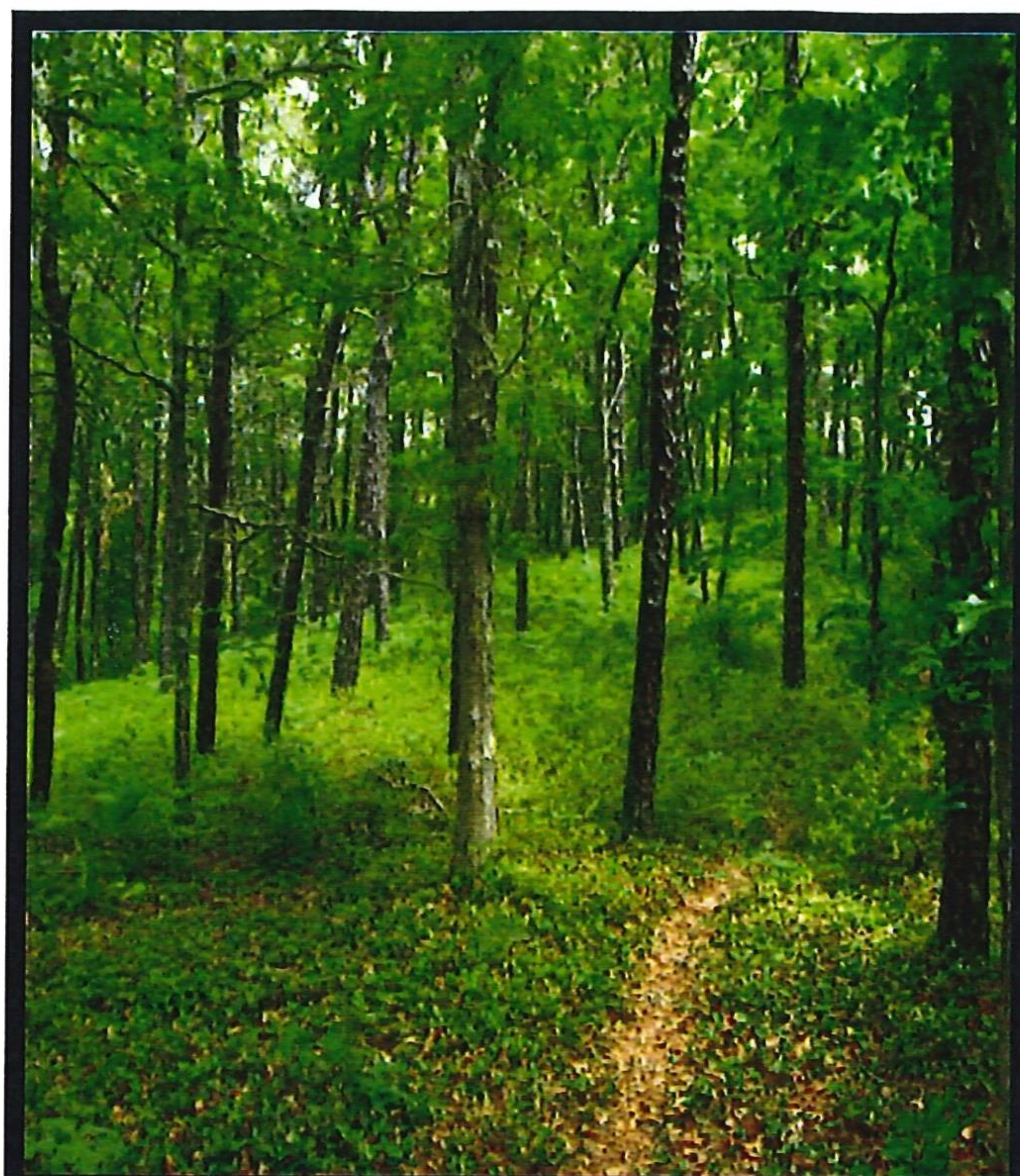
This area generally includes all areas within 500 feet of a water body greater than 3 acres in size that are not a part of the Herring River or Stony Brook drainage systems. These areas are likely to contain prehistoric archaeological sites, particularly if they intersect areas of primary sensitivity.

#### **TERTIARY SENSITIVITY:**

This area generally includes all areas within a protective zone that skirts wetlands of any size and water bodies less than three acres in size. Developments that may disrupt the natural character or inhibit public safety are prohibited in this protective zone. The delineation of the protection zone is defined in the Town of Brewster's Wetlands Conservancy District Bylaw and are subject to the regulations that constitute the Wetlands Protection act, MGL.c.131, --40, as amended. Archaeological sites may exist within these environments.

Maps originally produced in 1993, with revision/updates in 1996 and 1998, by the Cape Cod Commission.





**PHOTOS: 4.1-4.4: WINDRIFT ACRES – Various Interior Summer Views Showing Trails, Meetinghouse Road/Cartway and Winter View.**



## **5. LETTERS OF SUPPORT**

- 5.1 Brewster Conservation Commission, Noelle Aguiar, Conservation Administrator**
- 5.2a Brewster Water Department/Water Commissioners, Paul Anderson, Superintendent**
- 5.2b Brewster Water Department/Water Commissioners, Paul Anderson -Funding**
- 5.3a Brewster Conservation Trust, Amy Henderson, Executive Director**
- 5.3b Brewster Conservation Trust, Hal Minis, President -Funding**
- 5.4 Dennis Water District, Dennis Larkowski, Superintendent**
- 5.5 MA Natural Heritage & Endangered Species Program, Lynn C. Harper, Habitat Protection Specialist**
- 5.6 MA Historic Commission, Jonathan K. Patton, Archaeologist/Preservation Planner**





**TOWN OF BREWSTER**  
2198 MAIN STREET  
BREWSTER, MA 02631  
PHONE: (508) 896-3701 EXT 1135  
FAX: (508) 896-8089  
CONSERVATION@BREWSTER-MA.GOV

OFFICE OF  
CONSERVATION COMMISSION

February 19, 2019

Open Space Committee  
Community Preservation Committee  
Town of Brewster  
2198 Main Street  
Brewster MA 02631

RE: Request for Support  
Proposed Purchase and Preservation  
Windrift Acres, Slough Road - Conservation Area

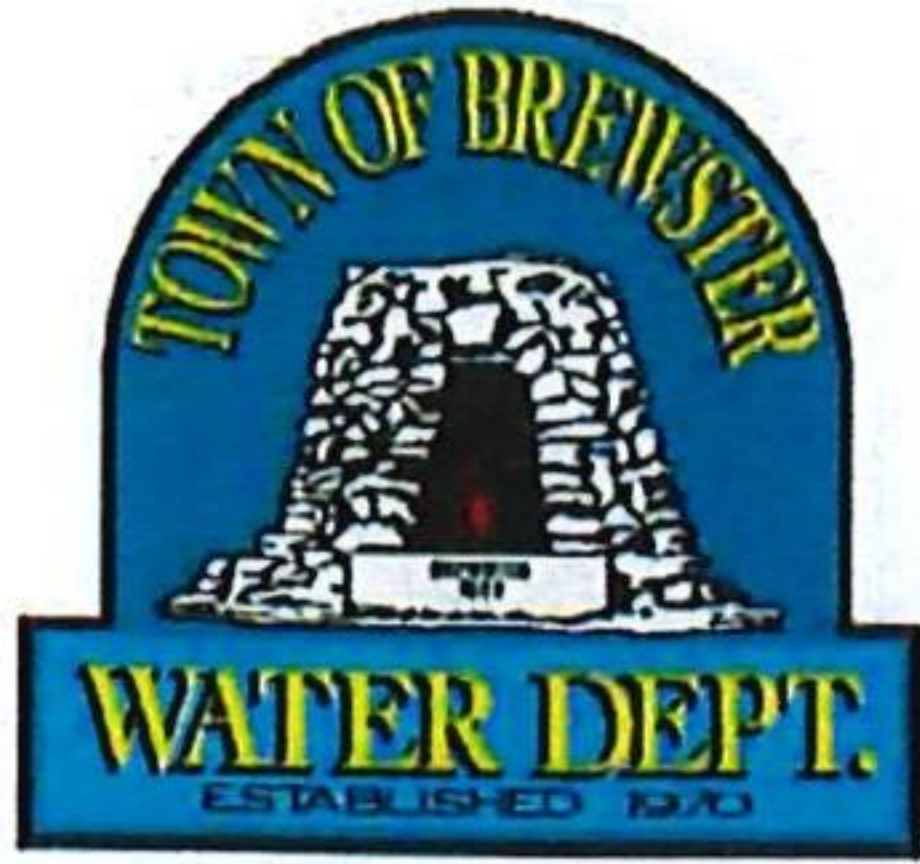
Dear Committee Members,

The request for a letter of support for the purchase and preservation of the ~~Long Pond~~ <sup>Slough Road</sup> Woodlands Conservation Area was reviewed by the Brewster Conservation Commission at its regularly-scheduled meeting on 19<sup>th</sup> February 2019. The Commission is in support of this purchase. The conservation of this land would protect pine-oak-beech woodland that lies within the State Priority Habitat for Rare and Endangered Species, land within a DEP Zone II wellfield protection area for drinking water, and is the missing link in the 150+ acres of Town-owned open space west of Slough Road. The Commission is pleased to offer its support in the purchase and conservation of this land by the Town of Brewster.

Sincerely,

Noelle Bramer,  
Conservation Administrator





**TOWN OF BREWSTER**  
**WATER DEPARTMENT**

Paul Anderson  
Superintendent

Doug Wilcock  
Susan Brown  
Cynthia Baran  
Board of Water Commissioners

February 27, 2019

Open Space Committee  
Community Preservation Committee  
Town of Brewster  
2198 Main Street  
Brewster MA 02631

RE: Request for Support- Proposed Acquisition  
Windrift Acres, Slough Road  
Meetinghouse Road Town Conservation Area

Dear Committee Members,

The request for a letter of support for the purchase and preservation of the addition of 24 forested acres to the Town's existing Meetinghouse Road Conservation Area was reviewed by the Brewster Water Commission at its regularly-scheduled meeting on February 22, 2019. The Commission voted to support this purchase.

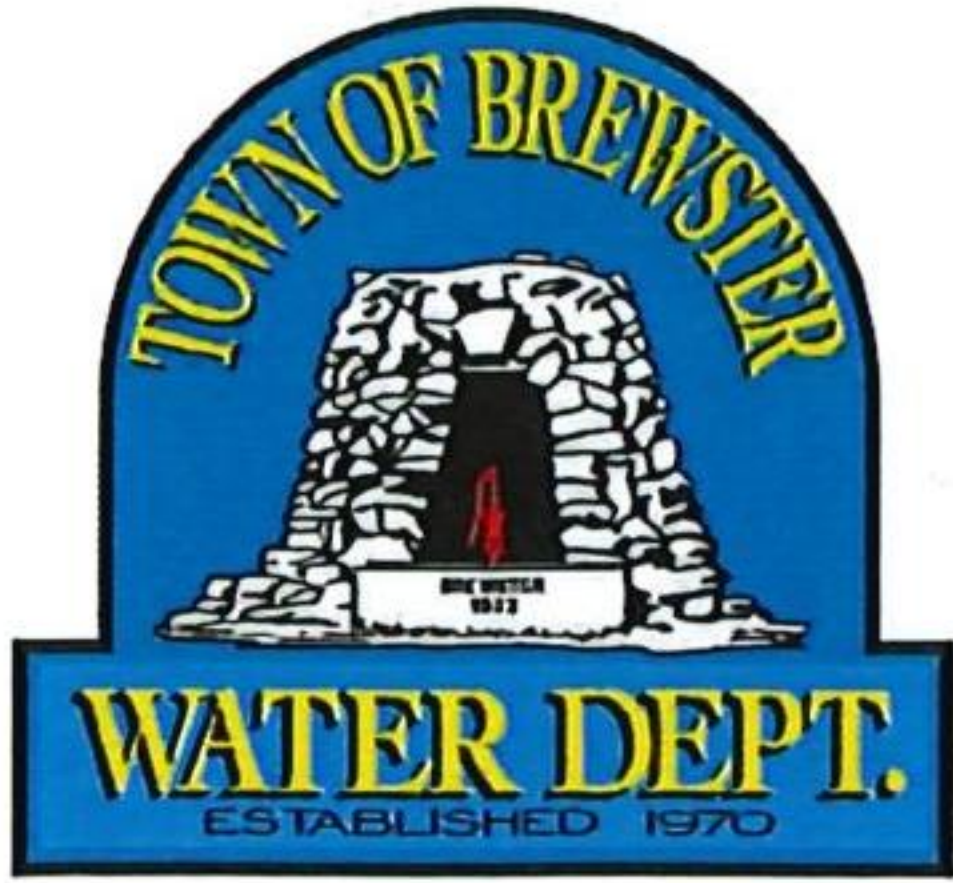
In 2011, Town Meeting voted to dedicate a town-owned tax taking parcel adjoining these 24 acres to the Water Department as a reserve for a potential future wellfield. While we do not have any current plans to develop a new well in this location, acquisition of the adjoining 24 acres for conservation and watershed protection will provide us with more flexibility in siting any new well and enable the Town to control the needed 800 foot radius around any new well (Zone I).

The Commission is examining a possible financial subsidy to the Town for its purchase and expects to clarify this before town meeting this spring. Thank you for the opportunity to comment on this proposal.

Sincerely,

Paul Anderson  
Superintendent





**TOWN OF BREWSTER**  
**WATER DEPARTMENT**

Paul Anderson  
Superintendent

Doug Wilcock  
Susan Brown  
Cynthia Baran  
Board of Water Commissioners

March 22, 2019

Open Space Committee

Community Preservation Committee

Town of Brewster

2198 Main Street

Brewster, MA 02631

Re: Request for Support – Proposed Acquisition

Win drift Acres, Slough Road

Meetinghouse Road Town Conservation Area

Dear Committee Members,

The Brewster Water Commissioners voted unanimously committing \$70,000 toward the purchase of the proposed land acquisition for Windrift Acres on Slough Road.

Sincerely,

Paul Anderson

*Paul Anderson*

Superintendent

panderson@brewster-ma.gov





## BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631  
[www.brewsterconservationtrust.org](http://www.brewsterconservationtrust.org)

February 8, 2019

Cynthia Bingham, Chair  
Select Board  
Town of Brewster  
2198 Main Street  
Brewster, MA 02631

Dear Ms. Bingham:

On behalf of the board of trustees of the Brewster Conservation Trust (BCT), it is my pleasure to inform the Town that they voted unanimously to pledge \$75,000.00 towards the Town's proposed purchase of the 24 acres on Slough Road known as Windrift Acres (Copelas subdivision).

As you may know, BCT has committed to contribute \$230,000 towards the Town purchase of the 41-acre Robinson property on Long Pond for open space this winter. Likewise, BCT contributed \$50,000 towards the Town's 27-acre purchase (ex-Borden-Burks) property off Slough Road in 2018.

We value our close working relationship with the Town on many projects, not only land acquisition, but also on efforts including Brewster Conservation Day, the Trail Guide, our Vernal Pool Trail abutting the Eddy School and its student outdoor-learning, and land management coordination.

Thank you for your board's continuing support for conservation in our beloved community.

Sincerely,

Amy Henderson  
Executive Director

cc: M. Forest, Town Administrator; Lisa Vitale, Town Treasurer; E. Taylor, OSC; P. Ruschinkas, CPC; H. Minis, BCT







## BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631  
[www.brewsterconservationtrust.org](http://www.brewsterconservationtrust.org)

February 26, 2019

Cynthia Bingham, Chair  
Select Board  
Town of Brewster  
2198 Main Street  
Brewster MA 02631

RE: Proposed 24-acre purchase of land  
by Town of Brewster at Slough Road  
(Windrift Acres at Town Meeting, May 2019)

Dear Ms. Bingham:

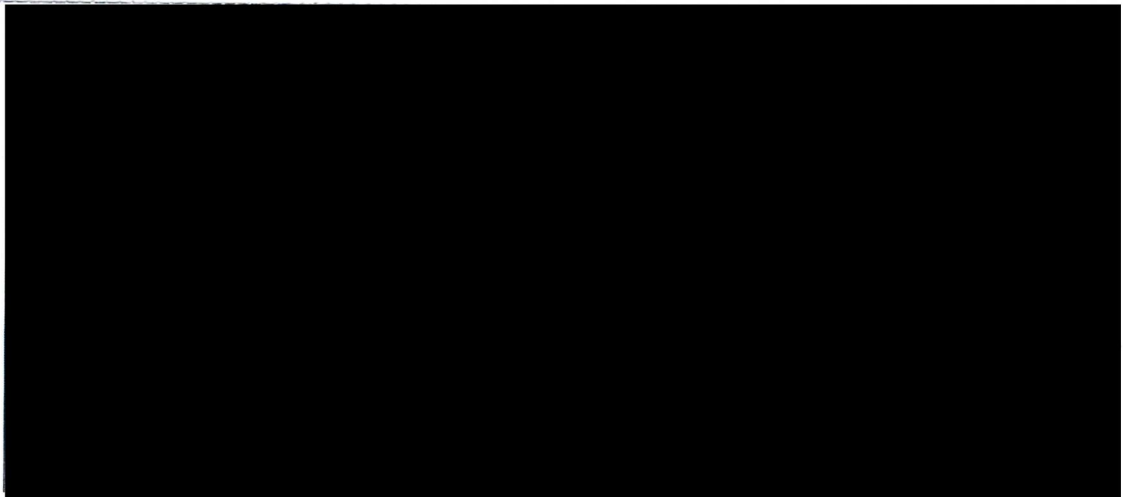
The Board of Trustees of the Brewster Conservation Trust (BCT) vote unanimously this month to provide the Town with a \$75,000.00 contribution towards the acquisition/capital cost of this property. Please find a check enclosed in the amount of \$75,000.00, to be held by the Town in the following manner:

- 1) Only for use towards the purchase of the so-called Copelas property at Slough Road;
- 2) The sum of \$75,000.00 will be held in escrow by the Town post-closing to secure the state Conservation Land Tax Credit (CLTC) to the Sellers, and may be transferred to the Sellers in the unlikely event that the CLTC is not available to the Sellers within 18 months of the closing. This sum will be otherwise credited to the Town as part of the overall BCT pledge and is not in addition to that \$75,000.00 total.

We are delighted to support this major conservation land acquisition to support the forest, trails and groundwater of our community.

Sincerely,

Hal Minis  
President





**WATER COMMISSIONERS**

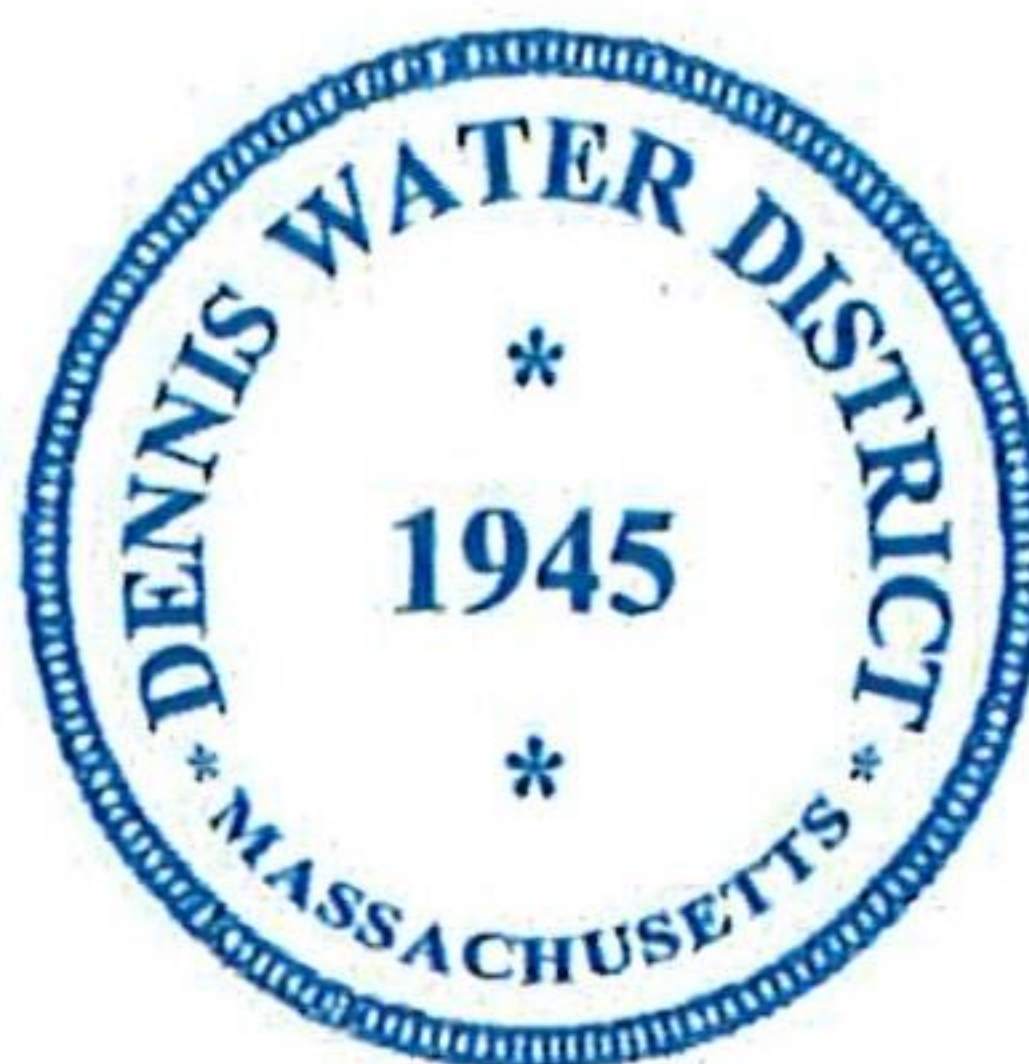
\*\*\*\*\*

*Paul F. Prue, Chairman*

*Charles F. Crowell*

*Peter L. McDowell*

508-398-3351 Fax: 508-398-6799



[www.denniswater.org](http://www.denniswater.org)

**Sheryl A. McMahon**

*Clerk & Treasurer*

**David Larkowski**

*Superintendent*

**James Ritchie**

*Assistant Superintendent*

February 11, 2019

Matthew A. Beaton, Secretary  
Executive Office of Energy & Environmental Affairs  
100 Cambridge Street #900  
Boston MA 02114

Dear Mr. Beaton:

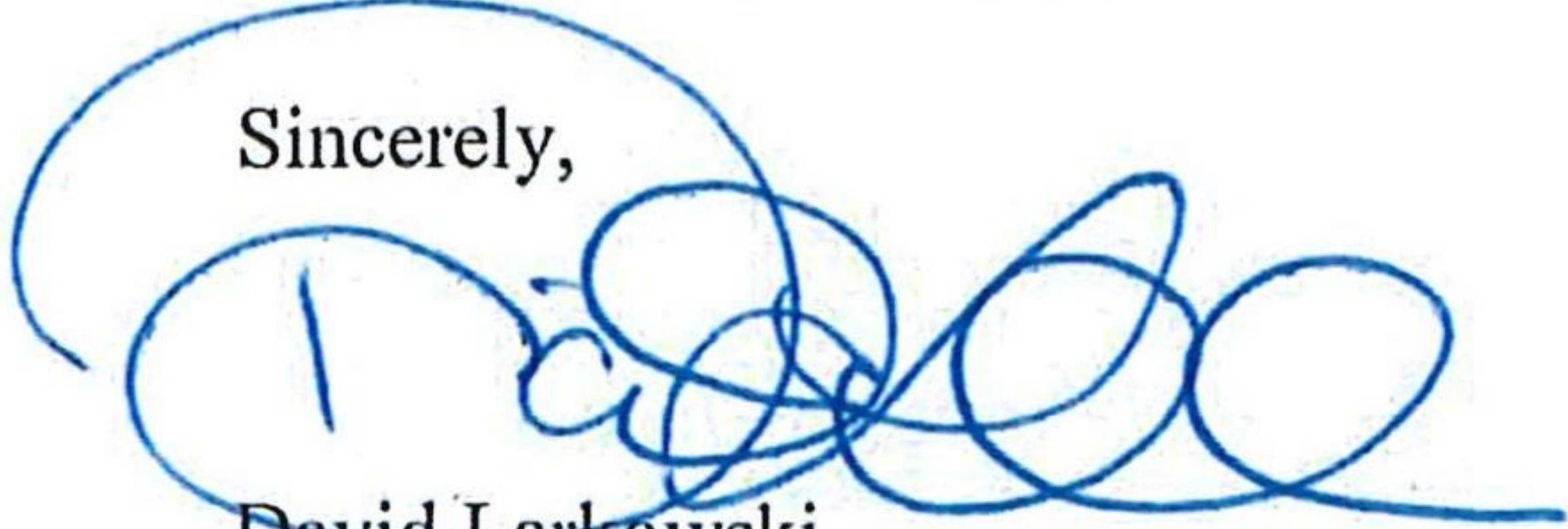
We are writing to strongly recommend for your approval an application of the Town of Brewster for a State LAND grant towards its purchase of the 24-acre property known as the Windrift Acres subdivision on Slough Road in Brewster.

The Dennis Water District (DWD) owns more than 300 acres adjoining this forested block of land just over the town line in Brewster. We have seven public supply wells operating in this large wellfield area. Groundwater flow in this part of Dennis is from the east, so a good portion of our DEP-approved Zone IIs (zones of contribution) actually lies in Brewster. Brewster has instituted many sound zoning and other land protection techniques that help to keep this part of the aquifer in good quality. Brewster adopted a District of Critical Planning Concern in 2009 that reduced density in the Dennis and Brewster Zone IIs around Slough Road and the Punkhorn Parklands.

We collaborated with the Town of Brewster in 2007-08 when that town purchased 60 acres straddling Slough Road for wellfield protection and conservation. In fact, we took an extraordinary step of contributing \$1 million towards the \$4.2 million project. DWD holds a perpetual Watershed and Conservation Restriction on those 60 acres to guarantee control of the Zone II.

Thank you for your consideration.

Sincerely,



David Larkowski  
Superintendent

cc: Mark Forest, Town of Brewster; Paul Anderson, Brewster Water Department; Mark Robinson, The Compact





MASSWILDLIFE

**DIVISION OF  
FISHERIES & WILDLIFE**

1 Rabbit Hill Road | Westborough, MA 01581  
**MASS.GOV/MASSWILDLIFE**

Director: Jack Buckley

June 5, 2017

Mark H. Robinson  
The Compact of Cape Cod Conservation Trusts  
P.O. Box 443  
Barnstable, MA 02630

RE: Town of Brewster LAND proposal  
Phyllis Borden project – rare species information

Dear Mr. Robinson:

The Massachusetts Natural Heritage and Endangered Species Program (NHESP) supports the efforts of the Town of Brewster to protect 27 acres adjacent to Brewster conservation and water supply areas, and to a Dennis water supply area. Currently, the NHESP has documented habitat of one species listed under the Massachusetts Endangered Species Act (MESA) on or near the subject property:

- Eastern Box Turtle (*Terrapene carolina*, Special Concern)

While protection of the subject parcel may benefit rare species, it will also undoubtedly benefit some of the more common flora and fauna in this area. Habitat fragmentation is a major threat to many wildlife, bird, and plant species and the protection of contiguous, undisturbed tracts of habitat is vital to ensuring their long-term viability.

Please do not hesitate to call me at 508-389-6351 if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn C. Harper".

Lynn C. Harper  
Habitat Protection Specialist  
Massachusetts Natural Heritage & Endangered Species Program

**MASSWILDLIFE**





## The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

January 30, 2019

Tom Anderson  
Conservation Land Tax Credit Program  
EEA Division of Conservation Services  
100 Cambridge Street, 9th Floor  
Boston, MA 02114

RE: Windrift Acres/Copelas Property Land Acquisition, 0 Windrift Lane, Brewster, MA. MHC #RC.65822.

Dear Mr. Anderson:

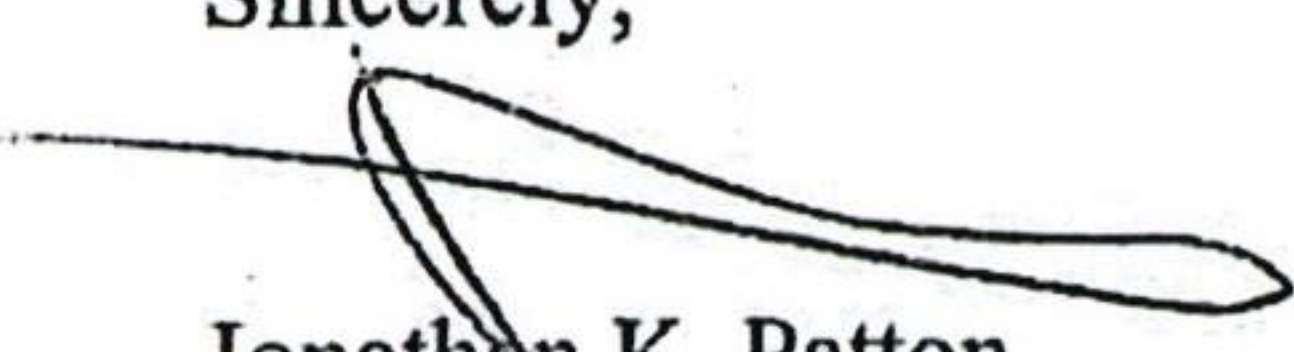
Staff of the Massachusetts Historical Commission (MHC) have reviewed the Project Notification Form (PNF) submitted for the proposed land acquisition project referenced above. The project consists of the purchase of approximately 24 acres for conservation at the address referenced above in Brewster.

Review of the Inventory of Historic and Archaeological Assets of the Commonwealth indicates that the property is within the Old King's Highway Regional Historic District (MHC #BRE.G) listed in the State Register of Historic Places and a local historic district. Ancient Native American archaeological site are recorded in the Inventory in the vicinity of the property. Undisturbed portions of the property are archaeologically sensitive. This archaeological sensitivity is primarily due to environmental setting, with level, sandy, well-drained soils in proximity to the wetlands and water resources of interior ponds in the vicinity, favorable for ancient and historic period Native American land use and occupation.

Acquisition of the property for open space will assist to protect and preserve significant historical and archaeological resources that may be present.

These comments are offered to assist in compliance with Massachusetts General Law, Chapter 9, Sections 26-27C (950 CMR 71). Please contact me if you have any questions or require additional information.

Sincerely,

  
Jonathan K. Patton  
Archaeologist/Preservation Planner  
Massachusetts Historical Commission

xc: Mark H. Robinson, Executive Director, The Compact of Cape Cod Conservation Trusts, Inc.  
Old King's Highway Regional Historic District Commission, Brewster  
Brewster Conservation Commission  
Brewster Historical Commission



# LINDA CONEEN, MRA, SRA, REAL ESTATE APPRAISER

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MA Certified General Real Estate Appraiser License #214

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## NON-RESIDENTIAL RESTRICTED APPRAISAL REPORT

*Windrift Lane, Brewster, MA 02631*

December 30, 2018

Use of this report is limited to the Client. The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information held in the appraiser's work file.

**Subject Address:** Windrift Lane, Brewster, MA 02631; County of Barnstable

**Property Type:** Approved 9-Lot Cluster Open Space Subdivision

**Subject Appraised:** Approximately 23.91 acres of undeveloped land of which 5.13± acres is contained within 9 building lots and 1.14± acres is contained within roadway. See accompanying Plan.

**Client:** Elizabeth Taylor, Chairman, Town of Brewster, MA Open Space Committee

**Intended Use:** Assist Client with preliminary negotiations to purchase the property

**Intended Users:** Client. No other users are intended by the appraiser.

**Owner:** Peter Copelas

**Legal Description:** Barnstable County Registry of Deeds Book 26949 Page 47; Book 2548 Page 345; Book 3605 Page 275; Plan Book 255 Page 63; Plan Book 645 Page 68; Land Court Plan 39519A. The subdivision was created under a Special Permit.

### **ATTACHMENT 6:**

**Appraisal: Estimation of Value Linda Coneen December 20, 2018**



**Map & Parcel:** Brewster Tax Map 9 Parcels 13, 31-50

**Appraiser:** Linda Coneen, MRA, SRA

**Property Rights:** Fee Simple

Definition of Fee Simple: Fee simple estate is the highest and most complete ownership or enjoyment in real estate. Fee simple estate is defined as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." *The Appraisal of Real Estate, 14<sup>th</sup> Edition*, Appraisal Institute, 2013, page 69

**Type of Value:** Market Value

Definition of Market Value: "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress." *The Appraisal of Real Estate, 14<sup>th</sup> Edition*, Appraisal Institute, 2013, page 58

**Reporting Format:** This is a Restricted Real Estate Appraisal prepared under the report development and reporting standards, Standards 1 and 2, of the Uniform Standards of Professional Appraisal Practice (USPAP), as amended by the Appraisal Standards Board of the Appraisal Foundation, 2018-2019 Edition, and all applicable laws, regulations, and guidelines.

**Conditions of Appraisal:** See Certifications and Limiting Conditions, attached.

**Sales and Listing History:** See Deeds and Plans, attached.

**Scope of Work:** The appraisal was prepared using the "Brewster Planning Board, Approval Under the Subdivision Control Law is Required" Plan, attached, approved 11/14/2018.

The Plan consists of a 9-lot cluster open space subdivision. The lots range in size from 21,342± SF to 32,172± SF. The total land area is 23.91± acres, of which 5.13± acres is contained within the building lots, 1.14± acres is contained within the 1,000± LF roadway, which ends in a cul-de-sac, and 17.64± acres is open space. The subdivision is subject to restrictive covenants in place for 30 years.



The scope of work is defined by the complexity of the appraisal assignment and the reporting requirements of USPAP. The opinion of value has been developed using the included definition of market value, statement of assumptions and limiting conditions, and certifications of value. To develop the opinion of value the appraiser completed the appropriate research and analysis necessary to develop credible assignment results. The appraisal report has been prepared to form an opinion of the "as is" market value of the fee simple interest in the title in the subject property as of December 20, 2018, the date on which I inspected the real estate.

The valuation methods developed to reach a conclusion of the market value of subject property were the sales comparison approach, used to reach a conclusion of the retail market value of each of the lots; and the discounted cash flow analysis (subdivision cash flow), used to reach a conclusion of the market value of the 9 lots in a bulk sale or a sale to one buyer.

*Assessments and Taxes FY 2019:* The lots have not been individually assessed as of the date of value.

*Zoning:* RR Rural Residential District; 100,000 SF minimum lot size

## OPINIONS AND CONCLUSIONS

*Highest & Best Use:* Assumed to be a 9-lot subdivision

*Marketing Time & Exposure Time:* 3 year sell-out of subdivision

*Date of Value:* December 20, 2018

*Date of Inspection:* December 20, 2018

*Date of Report:* December 30, 2018

*Results of Analyses:*

***Aggregate Retail Market Value of 9 Lots: \$1,690,000***

***Discounted Cash Flow Analysis: \$775,000***



*The market value indicated to the subject property as of the date of value, December 20, 2018, is concluded to be \$775,000.*

Yours truly,

A handwritten signature in cursive script, appearing to read "Linda Coneen".

Linda Coneen, MRA, SRA

Real Estate Appraiser

MA Certified General Real Estate Appraiser License #214