



Town of Brewster Select Board

2198 Main St., Brewster, MA 02631
townmanager@brewster-ma.gov
(508) 896-3701

AMENDED SELECT BOARD MEETING AGENDA

2198 Main Street
July 10, 2023 at 6:00 PM

Select Board

Ned Chatelain
Chair

Mary Chaffee
Vice Chair

Kari Hoffmann
Clerk

Cynthia Bingham

Dave Whitney

Town Manager
Peter Lombardi

Assistant Town
Manager
Donna Kalinick

Project Manager
Conor Kenny

Executive
Assistant
Erika Mawn

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. **As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law.** Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly.

Members of the public who wish to access the meeting may do so in the following manner:

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID:890 9291 0526 Passcode: 509224

To request to speak: Press *9 and wait to be recognized.

Zoom Webinar: <https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWWhVU09kanUzQT09>
Passcode: 509224

To request to speak: Tap Zoom "Raise Hand", then wait to be recognized.

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by accessing the meeting remotely, as noted above. Additionally, the meeting will be broadcast live, in real time, via **Live broadcast** (Brewster Government TV Channel 18), **Livestream** (livestream.brewster-ma.gov), or **Video recording** (tv.brewster-ma.gov).

Please note that for any item listed in this section the Select Board may take officials action including votes.

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Select Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
6. Select Board Announcements and Liaison Reports
7. Town Manager's Report (pages 3-38)
8. Consent Agenda (pages 39-117)
 - a. Meeting Minutes: June 5, 2023
 - b. Appointments: Golf Commission, Council on Aging and Police Officer
 - c. Re-Appointment Update for Water Quality Review Committee
 - d. Application for Facility Use and Fee Waiver Request: Anglican Church of the Resurrection
 - e. One Day Liquor License Applications: Chatham Bars Inn Farm
 - f. Vote to Approve and Sign Conservation Restriction for 0 Stony Brook Road
 - g. Request for Commercial Shellfish Permit
9. Dangerous Dog Hearing (MGL Ch 140 Sec 157): Katherine Muchunguzi, 96 Huckleberry Lane (pages 118-144)
10. Public Hearing: Removal of Member from Cultural Council
11. Review and Vote on Common Victualler License: Brewster Pico LLC (pages 145-160)
12. Discuss and Vote on Proposed Committee Open House & Volunteer Appreciation Event - Amanda Bebrin (pages 161-163)
13. Discuss and Vote on Proposed Changes to Building Department Fee Schedule



Select Board

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14. Vote on FY23 Year-End Transfer Request(s) (pages 164-166)
15. Review Boat Ramp Construction Schedule & Vote on Long Pond Landing Closure (pages 167-177)
16. FYIs (pages 178-239)
17. Matters Not Reasonably Anticipated by the Chair
18. Questions from the Media
19. Next Meetings: July 21, July 24, August 17, and August 21, 2023
20. Adjournment

Date Posted:
7/06/2023

Date Revised:
7/10/2023

Received by Town Clerk:

BREWSTER TOWN CLERK
23 JUL 10 11:52 AM

CAPE COD AND ISLANDS WATER PROTECTION FUND

June 30, 2023

Governor Maura Healey
Massachusetts State House
24 Beacon Street, Room 280
Boston, MA 02133

Dear Governor Healey,

I am writing to you on behalf of the entire Cape Cod and Islands Water Protection Fund (Fund) Management Board to request your urgent assistance in sustaining the long-term financial viability of a critical source of funding that towns on Cape Cod rely upon to clean up our coastal waterways and embayments.

Since its inception in 2019, the Fund has awarded approximately \$140 million in subsidies to Cape Cod wastewater and water quality projects. The Fund has helped spur Cape Cod communities to advance their wastewater planning in earnest. As a result, the number of wastewater management projects in the region has increased significantly, underscoring the important role the Fund plays in accelerating the pace of wastewater projects on Cape Cod – even at the same time of unprecedented inflation and increased project costs. This highlights the impact of Fund subsidy on town's abilities to advance pollution abatement projects with financing from the Clean Water Trust.

A cash flow model developed in 2021 by PFM Financial Advisors LLC to support administration of the Fund projects the Fund's cash flow based on certain assumptions, including annual tax collections and annual State Revolving Fund (SRF) eligible Clean Water Intended Use Plan (IUP) projects. Initial assumptions to create the model included eligible annual project costs of approximately \$60 million and annual tax collections of approximately \$20 million. The results of the model were supportive of providing a 25% subsidy to eligible projects while maintaining a Fund balance of at least 50% of annual collections.

In 2022 and 2023, the IUP included over \$108 million and \$167 million in wastewater projects from Cape Cod, respectively – which are the greatest amounts we have seen for Cape Cod in a single year. With some adjustments to the financial model, including reducing subsidies from the Fund for projects that have received additional state subsidies from the American Rescue Plan Act and reducing the set-aside for critical water quality monitoring, the Board was able to award 25% subsidies to 2023 IUP projects.

CAPE COD AND ISLANDS WATER PROTECTION FUND

However, based on current assumptions for project costs and revenues, the Board cannot continue to award subsidies at this rate. The Management Board has voted to reduce the subsidy to 12% for 2024 IUP projects, absent any additional sources of funding.

PFM Financial Advisors LLC has modeled for us the additional revenue we believe is necessary to allow the Fund to remain solvent through FY30. We need additional revenues of \$5 million in FY24, followed by approximately \$66 million in revenue spread over the following three fiscal years, to allow the Fund to support continuing the 25% subsidy through the end of the decade.

The Management Board appreciates the Administration and the Legislature's support of the Fund and its commitment to improving water quality on Cape Cod. We look forward to working with you collaboratively to develop a solution to this important funding challenge.

Should you have any questions, please do not hesitate to reach out.

Sincerely,



Kevin Galligan
Chair, Cape Cod and Islands Water Protection Fund Management Board

cc: State Senator Julian Cyr
State Senator Susan Moran
State Representative Kip Diggs
State Representative Sarah Peake
State Representative Dylan Fernandes
State Representative Chris Flanagan
State Representative David Vieira
State Representative Steven Xiarhos

June 28, 2023

Lauren F. Goldberg
lgoldberg@k-plaw.com

Hon. Edward Chatelain and
Members of the Select Board
Brewster Town Hall
2198 Main Street
Brewster, MA 02631-3701

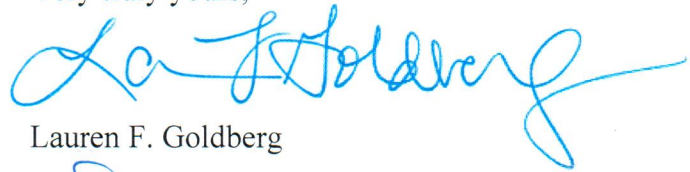
Re: Town Counsel Reappointment

Dear Members of the Select Board:

Thank you for reappointing KP Law, P.C. to the position of Town Counsel. On behalf of KP Law, I would first like to express our appreciation to the Select Board, Town Manager and Town employees for the privilege of having served the Town as Town Counsel.

As you know, we are committed to the service of municipalities with unparalleled dedication to efficient and cost-effective, personalized service. With KP Law, you are supported by a team of the highest-quality lawyers with specific expertise in the matters the Town faces, with the value added by our record of over four decades of success on behalf of our municipal clients. The KP Law difference is our dedication to our municipal client base. We appreciate the opportunity to continue serving as your Town Counsel. Please contact me or Gregg Corbo at any time with further questions.

Very truly yours,



Lauren F. Goldberg

LFG/aem
cc: Town Manager

870652/BREW/0001

*Peter + Board -
Looking forward
to another great
year!
Lauren*



Millstone Road Land Parcel (98-12) Property Timeline

16+ ACRES OF TOWN-OWNED LAND DESIGNATED FOR COMMUNITY HOUSING

Timeline prior to the drafting of the Request for Proposals (RFP) for development of the property which began in January 2021 and continued through September 2021 with the guidance of MHP.

6/2004: Court judgment transfers the property to Town of Brewster.

2006-2013: Work done includes survey, investigation of deed, and possible access to Millstone land parcel.

10/2019-6/2020: Community engagement includes 3 community input sessions, and 2 online surveys. The Trust, with guidance from the Housing Plan and help from MHP & Barrett Planning, determines community housing goals for the property. **9/2020:** Completion of Bohler Feasibility Study. **12/20:** Watershed Study.

1996

2000

2004

2008

2012

2016

2020

1994

1998

2002

2006

2010

2014

2018

6/1994: Town of Brewster files Tax Lien Conversion Case in Land Court.

11/2005: Special Town Meeting vote authorizes Board of Selectmen to investigate ownership of the Town's interests in 8 parcels of land (including 98-12) for the purpose of constructing affordable housing, or for the sale with proceeds reverting to the town's Affordable Housing Fund. \$10,000 is allocated for professional services.

5/2018: Brewster residents approve the transfer of Millstone land parcel 98-12 for community housing purposes, and the use of CPA funds to purchase 0 Millstone Road (99-1) for community housing purposes.

7/2018: Town purchases 0 Millstone Road (access parcel).

12/2018: Select Board signs grant agreement with MHP for pre-development feasibility study and assigns management of the project to the Brewster Affordable Housing Trust.

7/2019: An initial report by Bohler Engineering states that "an affordable housing development appears to be a feasible project at this location with limited constraints."



Completed steps & potential next steps for the Millstone Property as of June 2023

The development of this parcel for Brewster's housing needs is an intentional process being overseen by the Brewster Affordable Housing Trust (BAHT). The following is a general timeline highlighting actions after the parcel was designated for Community Housing at the May 2018 Town meeting.

Completed Steps (2019 – June 2023)

Feasibility study on land (2019- 2020)

In December 2018, the Select Board signed a grant agreement with Mass Housing Partnership (MHP) to provide a pre-development feasibility study to help determine the potential community housing options for this parcel. In July 2019, Bohler Engineering released the initial stage of the study, the Due Diligence Report.

Determine community housing goals for the property (Fall 2019- Spring 2020)

This involved public input, financial realities, information from the feasibility study as well as guidance from the data and strategies provided in the Brewster Housing Plan. Barrett Planning Group was hired to lead the community engagement process, including interviews, three public sessions, and two online surveys. MHP and the Housing Trust also participated in information gathering, sharing, and presentations. The Trust worked diligently over several meetings to provide guidelines and goals around the Millstone property, taking into consideration public input, financial realities, information from the feasibility study and Brewster housing needs as outlined in the Housing Plan.

Completion of Bohler Engineering's Feasibility Study (September 2020)

With input from the community engagement process and guidance from the Housing Trust, Bohler developed a Master Plan to be used to assist in the creation of the RFP. The Feasibility Study, including the Master Plan, was presented by Bohler and MHP to the Trust at the televised, and recorded, September 2020 Virtual Trust meeting. In response to abutter concerns, the Trust engaged Bohler to perform an additional Watershed Analysis in Fall 2020.

Develop Criteria and Create a Request for Proposals (RFP) (January 2021- September 2021)

At public Housing Trust meetings over a span of eight months, the BAHT developed criteria and drafted an RFP with guidance and assistance from MHP. The RFP included the development objectives, property description, proposal submission requirements, developer selection criteria and selection process. The RFP was approved by the Select Board and issued in October 2021. Proposal responses were due in December 2021.

Designate a Developer (January – August 2022)

After reviewing proposals, the Town selected Preservation of Affordable Housing and Housing Assistance Corporation to develop 45 affordable rental homes on the parcel. A land development agreement was signed in August 2022.

File a Comprehensive Permit Application with the Zoning Board of Appeals (ZBA) (December 2022- June 2023)

The developers applied for a Comprehensive Permit with the ZBA on December 22, 2022. The public hearing opened February 7 and public comment was received through May 9. In response to ZBA input and public comment, the plans were adjusted, and on June 13, the ZBA approved the comprehensive permit with conditions. This is considered a 'friendly 40B' as the Town created the RFP and both the town and developers are working towards a common goal.

Current & Future Steps

Request Community Preservation Act (CPA) Funding (2023)

POAH and HAC are applying for Brewster CPA funding which involves an application to the Community Preservation Committee (CPC), examination and recommendation by the CPC, and a Town Meeting vote for authorization of the funds. It is also expected that POAH and HAC will apply to the Housing Trust for funding.

Finalize Funding

After receiving a Comprehensive Permit, the developers may apply for state funding. The state usually has one funding round every 9-12 months and it generally takes at least two tries to successfully attain funding. However, with the intense need for affordable housing, the state may have additional funding rounds and availability.

Begin Construction

This includes a final review of plans by Town officials. Construction averages 12 months.

For additional information contact:

Donna Kalinick, Assistant Town Administrator, dkalinick@brewster-ma.gov, 508-896-3701, X1130

Jill Scalise, Housing Coordinator, jscalise@brewster-ma.gov, 508-896-3701 X1169

DECISION
BREWSTER ZONING BOARD OF APPEALS
Millstone Road Comprehensive Permit Application

Decision Number: 23-04

Date Application Filed: December 22, 2022

Applicant: Preservation of Affordable Housing, Inc./Housing Assistance Corporation

Premises Affected: 0 Millstone Road, Assessor's Map 98 Lot 12

Relief Requested: Comprehensive Permit, G.L. c. 40B, §§ 20-23

Public Notice: January 20, 27, 2023

Public Hearing(s) held: February 7, 2023; March 14, 2023; April 11, 2023; May 9, 2023

Decision of the Board: Approved with Conditions

Members participating: Brian Harrison (Chair), Jeff Carter (Vice Chair), Patricia Eggers, Bruce MacGregor and Trish Metz

Date of Decision: June 13, 2023

DECISION
BREWSTER ZONING BOARD OF APPEALS
Millstone Road Comprehensive Permit Application

I. FINDINGS

The Zoning Board of Appeals hereby finds as follows:

Procedural History

1. On December 22, 2023, Preservation of Affordable Housing, Inc. and Housing Assistance Corp. (“Applicant”) submitted a Comprehensive Permit application to construct 45 rental units (“Project”) in eleven buildings on approximately 16.6 acres of land at 0 Millstone Road in Brewster (Tax Assessor’s Map 98 Lot 12) (“Site”). Thirty-five units will be affordable for households with incomes at or below 60 percent of Area Median Income (AMI), and ten units will be affordable for households with incomes at or below 80 percent AMI. Upon receipt of the application, Brewster Planning Department staff distributed copies of the application to Local Boards and town departments for review and comment.
2. The Zoning Board of Appeals (“Board”) opened and held a duly-noticed public hearing on February 7, 2023, and continued the hearing to March 14, 2023; April 11, 2023; and May 9, 2023. The Applicant consented in writing to extend the opening of the hearing. The Board closed the public hearing on May 9, 2023. The Board reviewed a draft written decision and deliberated on the Project at its duly-noticed public meeting on June 13, 2023, and voted unanimously, five votes in favor, none opposed, to grant the Comprehensive Permit with Conditions.
3. At its hearing on February 7, 2023, the Board received presentations from the Applicant’s development team. Attorney Peter Freeman provided an overview of the Project and the basic requirements of G.L. c. 40B, §§ 20-23 (“Chapter 40B”) for the Board. He described the proposed development as a “friendly 40B” because the project is on land owned by the Town of Brewster and which will be ground-leased to the Applicant as a result of a Request for Proposals (RFP) process involving the Brewster Affordable Housing Trust and Select Board. After designating the Applicant as the developer of the Site, the Select Board supported a Low-Income Housing Tax Credits (LIHTC) Project Eligibility Application to the Department of Housing and Community Development (DHCD) by letter dated August 10, 2022, and on August 17, 2022, DHCD issued a Project Eligibility Letter to the Applicant. The Applicant’s design team, including Joseph Henderson, P.E., from Horsley Witten Group, and Paul Attemann, AIA, from Union Studio Architecture and Community Design., presented information about the building plans, site design, stormwater, wastewater disposal, wetlands, traffic, and other information within the Board’s purview under Chapter 40B.
4. When the hearing continued on March 14, 2023, the Applicant’s traffic consultant, Jeffrey Dirk, P.E., of Vanasse & Associates, Inc., presented the Traffic Impact Assessment (TIA) for the project.

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Decision No. 23-04

5. To evaluate the plans, documents, and testimony submitted by the Applicant's development team, the Board sought technical assistance and comments from Town staff and other boards and commissions. The Board received comments and recommendations from the DPW Director, Planning Board and Planning Department, Housing Coordinator, Health Department, Assistant Town Manager, Fire Department, and Cape Cod Commission.
6. Abutters presented several questions and comments to the Board during the course of the public hearing. Their concerns covered the following topics:
 - (a) Whether the Project would disturb wildlife habitat;
 - (b) Adequacy of the proposed parking;
 - (c) Buffering and fencing as related to claimed visual, noise and privacy impacts;
 - (d) Traffic impact on Millstone Road;
 - (e) Building height;
 - (f) Project cost; and
 - (g) Whether Brewster needs more affordable housing.
7. The Board also questioned several aspects of the Project during the public hearing, specifically:
 - (a) Adequacy of the proposed parking;
 - (b) The affordability levels and income ranges to be served by the Project;
 - (c) Whether a financial impact analysis should be conducted; and
 - (d) Whether portions of the Site not currently proposed for development could be proposed for additional development in the future.
8. To respond to these questions and comments, the Applicant provided the following:
 - (a) The Site is not within a state-designated Priority Habitat Area, as noted both by the Applicant's engineering consultant and the report from the Cape Cod Commission;
 - (b) The proposed number of parking spaces was increased by the Applicant during the course of the hearing, and the plans were revised to show the additional parking, larger parking spaces, and to allow for reserve parking;
 - (c) Fencing and additional landscaping was provided where needed and as appropriate, and the plans were revised accordingly;
 - (d) The addition of vehicular traffic on Millstone Road will be a *de minimis* impact on existing traffic volumes, as reported in the TIA, and safe sight lines for the Project's access drive would be provided with the necessary clearing within the Millstone Road layout.
9. The Assistant Town Manager, the Town's Housing Coordinator, Town Planner, and Brewster Housing Partnership provided other comments as well:
 - (a) The size of the proposed Project represents what is authorized under the Town's land Disposition Agreement with the Applicant, and any additional development would violate the terms of that agreement;
 - (b) Seventy-two percent of the Site will remain undeveloped open space;

- (c) Affordable housing lottery information from the past two Chapter 40B developments in Brewster indicates there is a continuing regional need for affordable housing. For Brewster Woods and Serenity, 81 percent of the qualified applicants were residents of Cape Cod communities, including Brewster.
10. Sitting for the Board and present for the public hearing process were Brian Harrison, Chair, Bruce MacGregor, Pat Eggers, Jeff Carter, and Trish Metz. The first hearing session was held virtually; all subsequent public hearing and meeting sessions were held in person. Mr. MacGregor missed the first hearing session but subsequently reviewed all evidence from that missed session. Mr. MacGregor's affidavit certifying the same, pursuant to MGL Ch 39, Section 23D, has been accepted into the hearing record.
11. All documents received in connection with this application and the public hearing process are on file with the Brewster Board of Appeals.

Governing Law

12. The law governing this application is the Comprehensive Permit Law, Massachusetts General Laws, Chapter 40B, §§ 20-23 (the "Act"), and the regulations promulgated by the Massachusetts Department of Housing and Community Development ("DHCD"), 760 CMR 56.00 et seq. (the "Regulations").
13. The Act promotes regional distribution of low- or moderate-income housing by preventing individual cities and towns from using exclusionary zoning to block construction of such housing. Toward these ends, the purposes of the Act are satisfied if: (a) a town has low or moderate income housing in excess of 10 percent of the total number of year-round housing units reported in the latest decennial census or (b) which is on sites comprising 1.5 percent or more of the town's total land area zoned for residential, commercial, or industrial use, or (c) if the application results in the commencement of low and moderate income housing construction on sites comprising more than 0.3 percent of such total area or 10 acres, whichever is larger, in one year.
14. DHCD's Regulations expand the definition of what constitutes satisfaction of the statute to include such methods as "recent progress" toward the statutory minima or compliance with a DHCD-approved Housing Production Plan (HPP), all as described in 760 CMR 56.03(1). The Town of Brewster has an approved HPP, and as of the date of the Application, the Town's HPP was certified for one year (expiring on May 15, 2023). Accordingly, the Board issued a Reservation of Rights letter to the Applicant within 15 days of opening the public hearing. Nevertheless, the Board (and Applicant) proceeded with the public hearing process. DHCD acknowledged receipt of a copy of said letter in writing.
15. The Board's decision on a comprehensive permit must balance the regional need for low- or moderate-income housing against the Town's long-range planning goals, local requirements and regulations to the extent that they are applied equally to subsidized and unsubsidized housing, and valid concerns about the health and safety of residents of the

proposed housing, the surrounding neighborhood, or the Town as a whole. A board of appeals may approve a project subject to reasonable conditions to mitigate its impacts.

16. At present, the Town of Brewster does not meet the statutory minima set forth in G.L. c. 40B § 20 or 760 CMR 56.03(3).

Jurisdictional Findings

17. The Applicant meets the jurisdictional requirements under Chapter 40B. The Subsidizing Agency for the Project is DHCD. The Applicant has demonstrated its eligibility to submit an application for a Comprehensive Permit to the Board, and the development fulfills the minimum project eligibility requirements set forth in 760 CMR 56.04(1). Specifically:

- (a) **Applicant's Status.** The Applicant is a partnership of Preservation of Affordable Housing, Inc. (POAH, Inc.) and Housing Assistance Corp. ("HAC"), both of which are non-profit organizations, and the partnership agrees and intends to enter into a Regulatory Agreement with DHCD under the Federal Low Income Housing Tax Credit ("LIHTC") Program (the "LIHTC Regulatory Agreement"). Therefore, as found by DHCD in the Project Eligibility Letter described below, the Applicant is an eligible Applicant pursuant to 760 CMR 56.04(1)(a).
- (b) **Fundable Project.** The Applicant has submitted a Project Eligibility Letter from DHCD dated August 17, 2022, which confirms the project's eligibility for receiving a governmental subsidy under the LIHTC Program and the suitability of the site. Therefore, the Applicant fulfills the requirement of 760 CMR 56.04(1)(b), which states: "The project shall be fundable under a subsidizing agency under a low- and moderate-income subsidy program."
- (c) **Site Control by Applicant.** Housing Assistance Corporation and Preservation of Affordable Housing LLC, an affiliate of Preservation of Affordable Housing, Inc., have entered into a Land Disposition Agreement dated 8/25/22 with the Town of Brewster and Brewster Affordable Housing Trust to develop the Site. Therefore, the Applicant controls the site as required by 760 CMR 56.04(1)(c).

Findings of Fact

18. The Site is in the Residential Low Density (R-L) Zoning District with lot frontage on and direct access from Millstone Road. The Site meets the zoning bylaw's minimum lot width and frontage requirements.
19. The Project consists of 45 rental units with a mix of one-, two-, and three-bedroom units (80 total bedrooms) in ten multifamily residential buildings, a community building with laundry facilities and other amenities, and supporting infrastructure such as driveways, parking, and wastewater and stormwater facilities, depicted and described in the application materials, as revised and supplemented ("Project").
20. The Project will provide 45 units of affordable housing, consistent with needs identified in the Town of Brewster Housing Production Plan, which was approved by the Brewster Select Board and Planning Board in July 2022.

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Decision No. 23-04

21. The Site is owned by the Town of Brewster, previously acquired and designated for community housing purposes by Brewster Town Meeting, and the Town administration together with the Affordable Housing Trust and the Town's Housing Coordinator, and other Town departments, spent considerable time developing a Request for Proposals (RFP) which called for the type of development that the Applicant is proposing. The Town received and used an MHP Technical Assistance grant to help develop the RFP. A robust, professionally facilitated community engagement process preceded drafting of the RFP. The Town had prepared a Watershed Study and Due Diligence Report by Bohler Engineering to assess and inform future development of the Site pursuant to the RFP.
22. In response to the RFP, the Applicant submitted a proposal and the Town selected the Applicant to develop the site for affordable housing consistent with the RFP.
23. The Applicant is proceeding under a Land Disposition Agreement (LDA) with the Town. The Project as described in the application, including as revised and supplemented, is consistent with the material terms of the LDA.
24. Consistent with the terms of the RFP, the Applicant intentionally clustered the proposed buildings and infrastructure on approximately 4.7 acres of the 16.6 acres of the Site in order to preserve as much undisturbed area as possible.
25. The Site is not in an Area of Critical Environmental Concern nor is it in or does it include any other environmentally sensitive areas, including without limitation a water recharge area/ Zone II, special flood hazard zone, wetlands or wetland buffer zones, and it is not upgradient of a nitrogen sensitive tidal embayment and not upgradient of any freshwater ponds.
26. The Site has no Priority Habitat Area designated by the Natural Heritage and Endangered Species Program on the Site and is not subject to any regional or state filings or determinations with respect to habitat protection.
27. The Applicant had prepared by its consultant Horsley Witten and submitted with its application an Existing Conditions Report/ Natural Resource Analysis, a Stormwater Analysis and Drainage Report, and a Phase 1 Environmental Site Assessment, all dated December 2022. The Town has a Stormwater Management Bylaw and corresponding regulations; the Applicant's Stormwater Analysis and Drainage Report complies with said bylaw and regulations, without Waiver.
28. The Site is not located in an historic district, though Millstone Road is a locally designated Scenic Road. Millstone Road is a public (town) way.
29. The Project is not located in the "District of Critical Planning Concern" Groundwater Overlay District of the Zoning Bylaw, and thus no Water Quality Certificate or review by

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- the Water Quality Review Committee is required for the Project, and no Waiver is required relative thereto.
30. The Project completed formal staff review (Brewster Code Ch. 83) prior to filing the comprehensive permit application. The Town Planner issued a staff review report to the Applicant, a copy of which was provided to the Zoning Board of Appeals for the hearing record.
 31. The Project is subject to the Scenic Roads Act and Shade Tree Act, and the approval of this Comprehensive Permit includes approval of tree clearing within the Millstone Road layout as shown on the Applicant's plans.
 32. The Applicant has communicated with the Cape Cod Regional Transit Authority (CCRTA) about on-call, off-route service that will be available to the Project, and the potential for a future fixed route stop at the Site.
 33. The Town of Brewster Planning Board heard a presentation from the Applicant at its January 25, 2023 meeting, and the Planning Board "voted unanimously to communicate to the Zoning Board of Appeals its support of the project and of the requests for waivers relating to matters within the Planning Board's purview" (citation from Planning Board Memorandum to the Board dated January 30, 2023).
 34. There is an acute rental housing shortage in the Town of Brewster and the Cape Cod region.
 35. The Applicant has complied with all rules and regulations of the Board of Appeals as they pertain to the application for a Comprehensive Permit, except as waived in this decision.
 36. The Applicant requested certain Waivers from the Town's applicable requirements, bylaws and regulations in the application, and revised and supplemented its request throughout the hearing process. A list of said Waivers and Board's corresponding Findings about the Waivers is attached hereto as Exhibit B.
 37. No fee waivers are granted hereunder. Should the Applicant desire to pursue fee waivers related to building permits, disposal works construction permits or municipal water service, it shall pursue the same with the Select Board, Board of Health and Water Commission, respectively. The Select Board has adopted a Fee Waiver Policy, revised 12/21/20, which specifically exempts Town-sponsored projects including affordable housing development from certain applicable permit and license fees.
 38. The Select Board will consider and it is anticipated that the Select Board will pursue approval of "local preference" for initial lease-up of the Project from DHCD, potentially up to a maximum 70% permitted under DHCD guidelines. The Select Board will be required to provide evidence satisfactory to the Subsidizing Agency of the need for the

level of local preference requested and to obtain approval of the categories of persons qualifying for the same. The Applicant shall provide reasonable and timely assistance to the Town in providing this evidence, as requested. In no event shall the Applicant be in violation of the terms of this Comprehensive Permit to the extent the Subsidizing Agency disapproves local preference or any aspect thereof.

39. Subject to the conditions imposed by this decision, the Project is “Consistent with Local Needs” within the meaning of G.L. c. 40B, § 20, and Section 56.02 of DHCD’s Chapter 40B Regulations (760 CMR 56.02).

II. DECISION

In consideration of all of the foregoing, including the plans, documents, and testimony given during the public hearing, the Board hereby grants the Applicant a comprehensive permit under Chapter 40B for the development described herein, subject to the Conditions set forth below. The Board notes that the Applicant has not identified any of the following conditions as requirements that will render the Project uneconomic. Said Conditions are consistent with Local Concerns.

The Board also grants the Waivers substantially as requested by the Applicant, a list of which are attached hereto and incorporated herein by reference as Exhibit B. The Waivers are Consistent with Local Needs and are required to permit the construction and operation of the Project.

III. CONDITIONS

General

1. The holder of this Comprehensive Permit is the Applicant, Preservation of Affordable Housing, Inc., and the Housing Assistance Corporation. The Applicant, its successors and assigns shall comply with this Decision and all applicable requirements of Chapter 40B and the regulations adopted thereunder. The provisions of this Comprehensive Permit Decision and Conditions shall be binding upon the Applicant and the successors and assigns of the Applicant, and the obligations shall run with the land, as set out in this Condition. In the event that the Applicant sells, transfers, or assigns its interest in the development, this Comprehensive Permit shall be binding upon the purchaser, transferee, or assignee and any successor purchasers, transferees or assignees. Prior to substantial completion of construction, this Decision may be transferred pursuant to the provisions of 760 CMR 56.05(12)(b), subject to approval of the Subsidizing Agency with notice to this Board. After substantial completion, this Decision shall be deemed to run with the land pursuant to 760 CMR 56.05(12)(b).
2. Except as may otherwise be provided in the following Conditions, the Project shall be constructed substantially in conformance with the plans, documents and drawings listed in Exhibit A attached hereto and incorporated herein by reference, which for purposes of this Comprehensive Permit shall be considered the Approved Plans for the Project (“Approved Plans”). The Project includes all features shown on the Approved Plans or as otherwise required by this Comprehensive Permit.

3. Minor changes to the Approved Plans (e.g., changes that do not materially affect the location of, or increase the height or massing of the structures, or increase the number of units contained in the residential buildings) shall be submitted to the Building Inspector who shall have the authority to approve such changes as immaterial changes. If the Building Inspector determines that the proposed changes do not conform to the requirements of this comprehensive permit, s/he shall so notify the Applicant and the Applicant shall either bring the plans into conformance with this decision or seek modification in accordance with 760 CMR 56.05(11).
4. The Project shall consist of not more than 45 units with a mix of one-, two-, and three-bedroom units in ten multifamily residential buildings as shown on the Approved Plans.
5. There shall be 79 off-street parking spaces, as well as a reserve area for possible future additional parking spaces which would result in a net gain of 8 spaces (87 in total), all as depicted in the Approved Plans (5 accessible spaces are proposed as part of the 79 spaces).
 - (a) Three years after the issuance of the last/ final Certificate of Occupancy for the Project, or earlier if identified by the Building Inspector and communicated to the Applicant, the Applicant shall submit to the Building Inspector an assessment as to whether the 79 constructed parking spaces are adequately serving the parking needs of the Project; such assessment shall include the number of vehicles owned by the tenants, the number of spaces that are assigned to the units, the number of spaces available to guests; and the average number of vacant spaces, if any.
 - (b) If in the Building Inspector's opinion additional parking spaces are needed, then the Building Inspector shall so notify the Applicant in writing and inform the Applicant of how many of the reserve parking spaces must be constructed in the area denoted for reserve parking in the Approved Plans; and the Applicant shall do so within three (3) months of such notice, subject to reasonable extension due to weather conditions or the like.
 - (c) Such construction may include any necessary grading or drainage facilities; the reserve parking area may be constructed of pervious surface adequate for parking purposes.
 - (d) Further review by the Board or modification to this Decision shall not be required to construct the reserve spaces if consistent with this Condition.
6. All dwelling units approved under this Comprehensive Permit shall be rental units.
7. The Applicant shall comply with all local regulations of the Town of Brewster and its boards and commissions unless specifically waived herein or as otherwise addressed in these conditions.
8. The Applicant shall copy the Building Inspector on all correspondence by and between the Applicant and any federal, state, or Town official, board, or commission concerning the conditions set forth in this decision, including but not limited to all testing results, official filings, environmental approvals, and other permits issued for the Project.

9. Except as otherwise specifically provided herein, where this Decision provides for the submission of plans or other documents for approval by the Building Inspector or other Town Departments, the Applicant shall pay all permit application fees normally charged by the Town. The Building Inspector or applicable Department Head will use reasonable efforts to review and provide a written response within thirty (30) days following submission and payment of application fees. For submissions that require assistance from an outside consultant, as determined by the Building Inspector or applicable Department Head, the thirty-day time period shall not begin until the consultant's fee has been fully funded by the Applicant.
10. Nothing herein shall affect the Applicant's obligations to the Town under the LDA.
11. The sidewalks, driveways, roads, utilities, drainage systems, wastewater disposal systems, water system, and all other infrastructure shown on the Approved Plans as serving the Project shall remain private in perpetuity unless otherwise agreed to and accepted in writing by the Town, consistent with all applicable laws and regulations. Subject to the foregoing, the Town of Brewster shall not have, now or in the future, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal, trash removal, recycling, and landscape maintenance.
12. Unless the language of a Condition suggests that it is intended to have shorter duration, all Conditions in this Comprehensive Permit shall be "in perpetuity" and remain in full force and effect for the life of the Project.
13. Prior to commencement of any Project construction, the Applicant shall record this Comprehensive Permit with the Barnstable County Registry of Deeds, at the Applicant's expense, and provide proof of the same to the Building Inspector. The Board reserves the right to cause this Decision to be recorded at the Barnstable County Registry of Deeds at any time.

Affordability Requirements

14. All of the units on the Site shall be affordable in perpetuity: of the forty-five (45) total units, thirty-five (35) units shall be affordable to and occupied by households with incomes at or below 60 percent of AMI (the "Low Income Households") and the remaining ten (10) units shall be affordable to and occupied by households with incomes at or below 80 percent of AMI (the "Moderate Income Households"). All units required to be affordable to and occupied by Low Income Households or Moderate Income Households are referred to herein as "Affordable Units." Notwithstanding the foregoing, in the event of foreclosure, a minimum of 45% of the units on the Site shall be and remain Affordable Units: 25% of the units shall be permanently affordable to and occupied by Moderate Income Households, and an additional 20% of the units shall be permanently affordable to and occupied by Low Income Households. However, in the event of a conflict between this condition and the DHCD requirements under the LIHTC Program, the DHCD requirements shall control, including without limitation the provisions of the LIHTC Program and Regulatory Agreement concerning foreclosure.

15. All Affordable Units shall be eligible for inclusion in DHCD's Subsidized Housing Inventory ("SHI") in accordance with 760 CMR 56.02(2).
16. To comply with the requirements of the LIHTC Program, the Affordable Units shall be available to and restricted for rent and occupancy as required by the LIHTC Program and as approved by DHCD (which currently requires the Affordable Units to be available to and restricted for rent and occupancy to eligible households, as determined by HUD, provided that the average household income does not exceed 60 percent HUD area median income).
17. The Applicant and the Town shall enter into a Local Regulatory and Use Agreement, incorporating the provisions of Conditions 14 and 15 hereof, in form and substance reasonably acceptable to Applicant and the Town, and approved by DHCD under the relevant provisions of the Massachusetts General Laws and DHCD's regulations and Guidelines (the "Local Regulatory Agreement"), sufficient to include all the Affordable Units in the SHI, which Local Regulatory Agreement shall be recorded with the Barnstable Registry of Deeds prior to the issuance of a building permit. Notwithstanding the foregoing, the terms of the LIHTC Regulatory Agreement and any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, set forth in the LIHTC Regulatory Agreement, shall take precedence over the Local Regulatory Agreement until such time as the LIHTC Regulatory Agreement expires, terminates or is otherwise no longer in effect and there is no other substitute regulatory agreement in effect. Any reference herein to a Regulatory Agreement herein shall refer to the LIHTC Regulatory Agreement or substitute regulatory agreement for so long as the same is in effect, after which all references to a Regulatory Agreement shall mean the Local Regulatory Agreement. Execution and recording of a "Restriction" approved by the Town in accordance with the LDA will satisfy the foregoing requirement for a Local Regulatory Agreement.
18. The Affordable Units shall be dispersed throughout the Project in accordance with the DHCD's Comprehensive Permit Guidelines (it being understood that the location of Affordable Units can change over time as provided in the Regulatory Agreement).
19. The Applicant shall be responsible for maintaining records sufficient with DHCD guidelines for the rental of such Affordable Units by income-eligible households.
20. The Applicant shall obtain the Subsidizing Agency's approval of an Affirmative Fair Housing Marketing Plan prior to making any of the Affordable Units available for rent. The Plan approved by the Subsidizing Agency shall be provided to the Planning Department and Brewster Housing Partnership for informational purposes.
21. The Subsidizing Agency is responsible for regulating, monitoring, and enforcement in accordance with the LIHTC Regulatory Agreement. The Applicant and successors and assigns as owners of the Project, shall pay, in perpetuity, any reasonable fees charged by the Subsidizing Agency's monitoring agent and any subsequent monitoring agent retained by the

Town when the LIHTC Regulatory Agreement is no longer in effect, as set forth in the Local Regulatory Agreement. The Town of Brewster shall not be responsible for paying such fees or for monitoring the Project's compliance with the Regulatory Agreement.

Submission Requirements

22. Prior to any construction on the Site, whether or not pursuant to a building permit, the Applicant shall:
- (a) Submit Final Engineering Drawings and Plans that conform to the requirements of this Comprehensive Permit and incorporate the conditions herein ("Final Plans") to the Building Inspector for review and approval as to conformity with this Decision. The Final Plans shall incorporate all conditions and requirements of permitting agencies having jurisdiction. Applicable sheets of the Final Plans shall be signed and sealed by the Professional Land Surveyor of record, the Registered (Civil) Engineer of record, the Registered Landscape Architect of record, or the Registered Architect of record. No construction of buildings, structures, or improvements shall be performed on the Site unless they are substantially in accordance with the Approved Plans and the Final Plans;
 - (b) Submit a final landscaping plan consistent with the Approved Plans, signed and sealed by a Registered Landscape Architect, depicting the following:
 - i. Overall planting plan that includes a demarcation of clearing and the limits of work; including areas where the existing vegetated buffer will be enhanced with additional plantings;
 - ii. Planting plans for drives showing shade trees and lighting fixture locations;
 - iii. Plans of walkways in open space and recreation areas;
 - iv. Prototype planting plans for each building that include shade trees, ornamental trees, shrubs, and groundcovers;
 - v. Planting details for coniferous and deciduous shade trees, ornamental trees, and shrubs;
 - vi. Planting schedules listing the quantity, size, height, caliper, species, variety, and form of trees, shrubs, and groundcovers;
 - vii. Tree protection and preservation plans;
 - viii. Construction details; and
 - ix. Location of fencing on southeast property line near the Site's access to Millstone Road, designed to shield the neighboring property from vehicular headlights in the driveway area.
 - x. All plantings shall consist of non-invasive, drought-tolerant species. Plantings installed along drives and walkways shall be salt-tolerant as well.
 - (c) If the Project is to be phased, provide a Phasing Plan, in form and substance satisfactory to the Building Inspector, showing, among other things, construction of the access drives and utilities sufficient to serve the current phase(s) proposed, and protection of landscaping, plantings and improvements. The Phasing Plan shall be provided to the Building Inspector at least seven days prior to the start of construction;
 - (d) Obtain approval of proposed fire hydrant locations from the Brewster Fire Department.
23. The Applicant and the site general contractor shall attend a preconstruction conference with the Building Inspector and other Town department heads as the Building Inspector may determine.

24. Prior to the issuance of a building permit for the Project, the Applicant shall:
- (a) Submit the Final Plans for administrative review by the Board (no public hearing required) as to conformity with this Decision;
 - (b) Submit the Final Plans and specifications for the wastewater treatment facilities to the Board of Health for review and approval as to conformity with this Decision prior to the issuance of a foundation permit;
 - (c) Submit to the Building Inspector final Architectural Plans prepared and sealed by an architect with a valid registration in the Commonwealth of Massachusetts. The Architectural Plans shall be submitted in such form as the Building Inspector may require pursuant to the State Building Code;
 - (d) Obtain and file with the Building Inspector a written review from the Brewster Water Department of the Applicant's construction plans and engineering details to tie into the public water distribution system, and to undertake any work and improvements within public ways, all in a manner consistent with the Approved Plans and the Conditions of this Comprehensive Permit; provided, however, permission is granted by this Decision for the project to connect to the municipal water system;
 - (e) Submit to the Building Inspector a copy of the fully executed LIHTC Regulatory Agreement for the Project; provided, however, due to the fact that such Regulatory Agreement is not executed by DHCD until the funding closing for the Project, this Condition shall be deemed satisfied if the Building Inspector issues a "will issue" letter as to the Building Permits indicating that they will be issued upon submission by the Applicant of the fully executed LIHTC Regulatory Agreement and the payment of the applicable fess for the Building Permits;
 - (f) Submits to the Building Inspector a copy of the Local Regulatory Agreement duly signed by the Applicant, the Town, and DHCD and recorded with the Barnstable Registry of Deeds and/or the Barnstable Registry District of the Land Court. All mortgages and other liens on the Site shall be subject to the Local Regulatory Agreement.
 - (g) Obtain and file with the Building Inspector a copy of all federal, state, and local permits and approvals required for the Project;
 - (h) Obtain all necessary building, electrical, plumbing, and associated permits for the Project required by state law.

Construction Completion; Certificate of Occupancy

25. Prior to issuance of the first certificate of occupancy or certificate for any portion or phase of the Project, the Applicant shall:
- (a) If the Project is built in Phases, submit interim as-built utilities plan and profiles for each Phase as completed, showing actual-in ground installation of the utilities and stormwater management systems, to the Department of Public Works;
 - (b) Obtain acceptance from the Fire Department of testing of all smoke and carbon monoxide detectors within the dwelling units, for the portion or phase as applicable;
 - (c) Provide evidence in a form satisfactory to the Building Inspector that the Applicant complies with the Traffic Safety conditions listed under the Section below.
26. Prior to issuance of the last/ final certificate of occupancy for the Project, the Applicant shall:

- (a) Submit to the Department of Public Works (DPW), in digital file format, a final as-built utilities plan including profiles, showing actual-in ground installation of all utilities, roadway, sidewalk and associated construction, and stormwater management systems. The file format shall be in accordance with the DPW's requirements. The digital file shall include property boundaries, dimensions, easements, rights-of-way, edge of pavement, edge of sidewalk, edge of water bodies, wetland boundaries, topographic contours, spot elevations, parking areas, road centerline and associated text. Said digital data shall be delivered in the Massachusetts State Plane Coordinate System, North American Datum 1983 and North American Vertical Datum 1988, in U.S. Survey Feet (or Meters, as required by the Town);
- (b) Submit to the Building Inspector as-built plans for all buildings in the Project;
- (c) Complete all items on a site construction "punch list" that might be developed by the Department of Public Works.

Project Design and Construction

- 27. The Applicant shall allow the Board and Town employees, agents, and representatives to observe and inspect the Site and construction progress until such time as the Project has been completed.
- 28. The Applicant shall ensure that nuisance conditions do not exist in and around the Site during construction operations. The Applicant shall at all times use reasonable means to minimize inconvenience to businesses and residents in the surrounding area.
- 29. Soil material used as backfill for pipes, access drives, infiltration beds, porous pavement areas, and other underground drainage structures shall be certified by the Design Engineer to the Building Inspector as meeting design specifications.
- 30. Construction activities shall only be conducted between the hours of 7:00 AM., and 6:00 PM., Monday through Friday, and between 9:00 AM and 3:00 PM on Saturday. For purposes of this Condition, construction activities shall be defined as: start-up of equipment or machinery, delivery of building materials and supplies; removal of trees; grubbing; clearing; grading; filling; excavating; import or export of earth materials; installation of utilities both on and off the site; removal of stumps and debris; and erection of new structures. All off-site utility work shall be coordinated and approved by the Department of Public Works and shall not be subject to the timing restrictions set forth above. Finish work inside a structure once fully enclosed (walls, doors, windows and roof) is not restricted by this condition. Parking of all vehicles and equipment must be on site during construction.
- 31. During construction, the Site shall be secured against unauthorized entry or vandalism by fencing, or other appropriate means, and all construction materials shall be stored or stockpiled in a safe manner.
- 32. No building areas shall be left in an open, unstabilized condition longer than sixty (60) days.

33. As set out in more detail in Section 5 of the Applicant's Stormwater Analysis and Drainage Report, temporary stabilization on the Site shall be accomplished by hay bales, hay coverings or matting; final stabilization shall be accomplished by loaming and seeding exposed areas.
34. Exterior lighting on the Site shall be downlit, full cut-off and fully shielded in order to minimize glare or trespass onto or into any adjacent property.
35. During the pendency of construction, the Applicant shall erect barriers to prevent turtles from entering the limit of work for the Project, and conduct sweeps to remove any found turtles and move them elsewhere on-site outside said limit of work.

Traffic Safety Conditions

36. The Applicant shall provide a bus stop area or bench on-site and continue to work with the CCRTA on serving the Site.
37. The Applicant shall implement the "Recommendations" of Vanasse & Associates, Inc., in its Traffic Impact Assessment Report dated January 2023 (as revised by letter dated March 31, 2023) concerning on- and off-site traffic mitigation for safe, multi-modal travel into and out of the Site. Specifically:
 - The Project site driveway should be a minimum of 20-feet in width where parking will not be permitted and designed to accommodate the turning and maneuvering requirements of the largest anticipated responding emergency vehicle. If the minimum driveway width is used, "No Stopping Any Time" signs shall be installed along both sides of the driveway.;
 - (a) Where perpendicular parking is proposed, the drive aisle behind the parking should be a minimum of 22 feet in width in order to facilitate parking maneuvers;
 - (b) Vehicles exiting the Project site should be placed under STOP-sign control with a marked STOP-line provided;
 - (c) All signs and pavement markings to be installed within the Project site should conform to the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD);
 - (d) A sidewalk and marked crosswalks are provided within the Project site that connect the proposed buildings to the amenity building and parking area, and extend along the driveway to Millstone Road where a future sidewalk is to be constructed by the Town. It is recommended that a widened sidewalk area be provided at Millstone Road to serve as a school bus waiting area;
 - (e) Existing trees and vegetation located along the west side of Millstone Road within the sight triangle areas of the Project site driveway shall be selectively trimmed and/or removed as necessary in order to provide the required sight lines to and from the driveway. The Applicant should continue to communicate with Brewster DPW and coordinate the Project with work that will be required to complete the proposed Millstone Road improvements, which includes sidewalks, that is being advanced by the Town independent of the Project. The Applicant shall not, pursuant to this Decision, be responsible to construct or pay for the construction of any portion of the Town's said Millstone Road improvements program;

- (f) Signs and landscaping to be installed as a part of the Project within the intersection sight triangle areas of the Project site driveway should be designed and maintained so as not to restrict lines of sight;
- (g) Snow accumulations (windrows) within the sight triangle areas of the Project site driveway will be promptly removed where such accumulations would impede sight lines.
- (h) Approval of the foregoing measures are granted by this Decision, provided however, the Applicant shall comply with technical requirements of the Town of Brewster DPW.

Water, Wastewater Disposal, Stormwater Management, and Utilities

- 38. Utilities shall be installed underground by the Applicant using methods standard to those installations. Utilities shall be defined as electric service lines, telephone lines, water service lines, CATV lines, municipal conduit, stormwater management systems, and the like.
- 39. The water, wastewater, drainage, and stormwater management systems servicing the buildings shall be installed and tested in accordance with applicable Town of Brewster standard requirements and protocols, except as Waived by this Decision.
- 40. The Stormwater design shall function consistent with the Approved Plans, as revised, and the Applicant's Stormwater Analysis and Drainage Report. Specifically, without limitation, the Applicant shall comply with the construction period erosion and sedimentation controls set out in Section 5 of said Report, and Appendix G- the Operation and Maintenance Plan.
- 41. The Applicant shall comply with the following as to the wastewater system:
 - (a) The Leach Facility shall be pressure dosed per Title 5 requirements for flows greater than 2000 gpd unless a state approved technology is used that eliminates the requirement for pressure dosing;
 - (b) Installation of an I/A Technology under DEP General Approval;
 - (c) Quarterly effluent sampling and field testing for pH, dissolved oxygen, turbidity, and color;
 - (d) Quarterly effluent sampling for settleable solids and total nitrogen to be analyzed at a certified laboratory;
 - (e) Annual measurements of depth ponding in the soil absorption system and thickness of scum layer in the septic tanks and other process tanks;
 - (f) Preparation of annual summary reports to be submitted to the Brewster Board of Health and presented to same once per year by the system operator/consultant or more frequently as needed for noncompliance.
 - (g) After the first year of system operation, the frequency of sampling can be reduced upon written request and approval by the Board of Health, or its designated agent, without the requirement for further review by the ZBA or modification to this Decision.

Other Conditions

- 42. Upon submission of any documents or plans that must be submitted to the Board for administrative approval, the Board shall notify the Applicant in writing within thirty (30) days of submission either that such documents and/or plans have been approved by the Board or its designee, or that that they are not approved (with a statement of the specific reasons

why they are not approved). If the Board does not so notify the Applicant within said thirty (30) days, such documents and/or plans shall be deemed approved.

43. This decision will be deemed to be final upon the expiration of the appeal period with no appeal having been filed or upon the final judicial decision following the filing of any appeal, whichever is later. In accordance with 760 CMR 56.05(12)(c), this Comprehensive Permit shall expire three (3) years from the date that the permit becomes final, unless (i) prior to that time substantial use of the Comprehensive Permit has commenced or (ii) the time period is otherwise tolled in accordance with law. The Applicant may timely apply to the Board for extensions to the Comprehensive Permit as permitted by law.
44. This Comprehensive Permit prohibits the parking or storage of any unregistered vehicle on the Site, and likewise prohibits the service of any vehicles on the Site.
45. If any default, violation or breach of these conditions by the Applicant is not cured within thirty (30) days after notice thereof (or such longer period of time as is reasonably necessary to cure such a default so long as the Applicant is diligently and continuously prosecuting such a cure), then the Town may take one or more of the following steps: (a) by mandamus or other suit, action or other proceeding at law or in equity, require the Applicant to perform its obligations under these conditions; (b) have access to, and inspect, examine and make copies of all of the books and records of the Applicant pertaining to the Project; or (c) take such other action at law or in equity as may appear necessary or desirable to enforce these conditions. If the Town brings any claim to enforce these conditions, and the Town finally prevails in such claim, the Applicant shall reimburse the Town for its reasonable attorneys' fees and expenses incurred in connection with such claim.

CONCLUSION

For all the reasons stated above and pursuant to the Board's authority found in G.L. c.40B, §§ 20-23, the comprehensive permit application from Preservation for Affordable Housing, Inc., and Housing Assistance Corporation for the residential Project at 0 Millstone Road, Brewster, Massachusetts is hereby APPROVED WITH CONDITIONS, along with Waivers substantially as requested.

(Signature Page Follows)

SIGNATURES

Approving ZBA Members:

Ben Ham

J. H. Carter

PSM

J. B. May

Tara Egler


Millstone Road
Decision No. 23-04

NOTICE

Appeals, if any, shall be made pursuant to Massachusetts General Laws, Chapter 40A, s. 17, and shall be filed within 20 days after the filing of the decision in the Office of the Town Clerk, Town Hall, 2198 Main Street, Brewster, Massachusetts 02631.

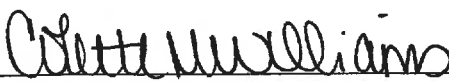
CERTIFICATION

The foregoing decision has hereby been filed with the Town Clerk of the Town of Brewster, Massachusetts on this 14th day of June, 2023.



Colette Williams
Town Clerk
Brewster, Massachusetts

I, Colette Williams, do hereby certify that twenty days have elapsed since the above-referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on June 14, 2023, and that no appeal has been filed with the Town Clerk.



Colette Williams
Town Clerk
Brewster, Massachusetts



Date

EXHIBIT A

The following are the civil engineering and architectural plans submitted to the Board; to the extent that certain plans were modified since submission to the Board, the latest date of such plans constitute the “Approved Plans” per Condition (General) 3:

Civil Engineering Plans

Wet-stamped plan set entitled, “0 Millstone Road Comprehensive Permit Set, Brewster, Massachusetts, December 20, 2022, Revised: May 2, 2023,” prepared by Horsley Witten Group, Inc. for Preservation of Affordable Housing, Inc., consisting of the following sheets:

Sheet List Table	
Sheet Number	Sheet Title
C-1	COVER
C-2	GENERAL NOTES
C-3	PROPERTY LINE PLAN
C-4	EXISTING CONDITIONS
C-5	DEMOLITION & EROSION CONTROL PLAN
C-6	OVERALL SITE PLAN
C-7	SITE PLAN (1)
C-8	SITE PLAN (2)
C-9	GRADING PLAN (1)
C-10	GRADING PLAN (2)
C-11	UTILITY PLAN (1)
C-12	UTILITY PLAN (2)
C-13	DETAILS (1)
C-14	DETAILS (2)
C-15	DETAILS (3)
C-16	DETAILS (4)
L-1	PLANTING PLAN (1)
L-2	PLANTING PLAN (2)
L-3	PLANTING DETAILS

Architectural Plans

Wet-stamped Floor Plans and Exterior Elevations Buildings 1 through 11, prepared by Union Studio for Preservation of Affordable Housing and Housing Assistance Corporation, 0 Millstone Road Comprehensive Permit, consisting of 11 sheets, dated 12/20/2023.

EXHIBIT B

The following are Waivers approved by the Board, revised and supplemented through the review process, substantially as requested by the Applicant. Associated Board Findings accompany the Waivers, below.

Brewster ZBA Comprehensive Permit Regulations

The Board waives the following provisions of its Chapter 40B Regulations:

- Section 3.01(k): The Subsidizing Agency will file a Project Notification Form with the Massachusetts Historical Commission (“MHC”) in compliance with the state MHC regulations.
- Section 3.01(l): The Project does not require review by the Natural Heritage and Endangered Species Program (“NHESP”) because none of the Project locus falls within a Priority Habitat of Rare Species or an Estimated Habitat of Rare Wildlife.
- Section 3.01(m): Financial information such as a pro forma is not applicable as it is in conflict with 760 CMR 56.05(6); a pro forma is more properly within DHCD’s purview.
- Section 3.01(o) and (q): Submission of an analysis of impacts on town services is not necessary. All town boards and staff have had an opportunity to comment on the Applicant’s plans.

Brewster Zoning Bylaw

The Board grants the following waivers of Chapter 179 (Zoning) of the Code of the Town of Brewster:

- Sections 179-10 and 179-11, Applicability of Use Regulations and Table 1 (Article IV, Use Regulations): The Applicant proposes eleven buildings for multifamily development. Strict compliance with the Zoning Bylaw would prohibit the proposed multifamily dwellings because they are not allowed in the R-L district.
- Section 179-16, Table 2, Area Regulations, R-L zoning district, minimum side yard setback and footnote 1 (generally, only one principal structure shall be permitted on a lot):

	Required	Proposed
Side Yard Setback	25 feet	17 feet

The proposed project will consist of 10 residential buildings and a one community building to be permitted under a Comprehensive Permit. The proposed (south) side yard setback abuts undevelopable open space for the neighboring cluster subdivision development.

- Section 179-16, Table 3, Height and Bulk Regulations. 30’ maximum height limit in the R-L district. Ten of the eleven proposed buildings will exceed 30’ in height, including the tallest “Building C” which is to be constructed with a maximum height of approximately 36 feet. This height is necessary, among other things, to reduce the development footprint of the Project and to allow the proposed elevator in Building C.
- Section 179-23, Off-Street Parking and Loading. Some of the proposed parking spaces are to be 9’ by 19’ and the drive aisle width is 22’, both as shown on the Approved Plans,

where the required parking space dimension is 10' by 20' and drive aisle width is 24'. The reduction in parking space size and drive aisle width allows the total development footprint of the Project to be reduced.

- Section 179-34. Multifamily Dwellings not a use permitted in the R-L district. The proposed multi-family development is permitted under a Comprehensive Permit.
- Section 179-64, Site Plan Review applicability. As this is a Comprehensive Permit, all local approvals, including Site Plan Review, fall within the jurisdiction of the Zoning Board of Appeals.

Brewster Board of Health Regulations

Water Quality Report Regulation (Effective January 15, 1988)

The Board grants a waiver from the applicability of this Water Quality Report Regulation. The proposed wastewater system is designed and sited to comply with Title V requirements and Board of Health requirements. The Project Site is not in a well recharge area, not upgradient of a nitrogen sensitive tidal embayment, and not upgradient of any freshwater ponds. The Applicant prepared a nitrogen loading report and submitted it as part of its application. Site-wide nitrogen loading at 3.8 ppm is substantially lower than required under any federal, state or local standard.

Design, Operation, and Maintenance of Small Wastewater Treatment Facilities (Effective March 15, 2007)

The Board grants a waiver from the applicability of this regulation pertaining to the Design, Operation, and Maintenance of Small Wastewater Treatment Facilities. The proposed wastewater system design flow is less than 10,000 gpd and is not regulated under MassDEP groundwater discharge permit regulations. The proposed wastewater system is designed and sited to comply with Title 5 requirements and Board of Health requirements. The Project Site is not in a well recharge area, not upgradient of a nitrogen sensitive tidal embayment, and not upgradient of any freshwater ponds. Without limiting the Waiver, certain sections are described below:

1.00 Disposal Works Construction Permit. Applicant will apply for a Disposal Works Construction Permit under Massachusetts DEP Title 5 and the I/A Technology DEP General Use Approval.

4.00 SWWTF Financial Assurance Mechanism. The Applicant should not be required to establish and maintain a financial assurance mechanism to provide for repair and replacement of the septic system.

5.00 SWWTF Effluent Test Frequency Parameters and Limits. The I/A system is designed to meet an effluent Total Nitrogen concentration of 19 mg/L. Rather than monthly testing, Applicant agrees to quarterly effluent field testing of pH, dissolved oxygen, turbidity, total nitrogen and color and laboratory testing of settleable solids. Annual measurements of ponding depth in the soil absorption system and thickness of scum layer in the septic tanks and other process tanks will also be performed.

6.00 Groundwater Monitoring Installation. The Applicant should not be required to install groundwater monitoring wells.

7.00 Reporting of all SWWTFs and Wastewater Treatment Facilities that discharge over 10,000 gallons per day. Not applicable; however, the Applicant has agreed to file an annual report with the Board of Health concerning the operations of the septic system.

8.00 Variances. Not applicable; the Board of Appeals is the permit granting authority under M.G.L. c. 40B, §§20-23.

9.00 Enforcement. Not applicable for the reason stated above. The Board of Health retains enforcement authority under Massachusetts DEP Title 5; and the Applicant agrees that the Board of Health may enforce the modified effluent testing requirement under Section 5.00 that the Applicant has agreed to as described above.

Town of Brewster General Bylaws

Scenic Road Act and Public Shade Tree Act

The Board grants a waiver from obtaining approval from the Planning Board of any tree cutting within the Millstone Road public right of way.

Communications Services

Proposal

PREPARED FOR THE TOWN OF BREWSTER



About John Guilfoil Public Relations



John Guilfoil, Principal

John Guilfoil Public Relations LLC is a full-service public relations and communications agency specializing in serving municipal governments, police and fire departments, and school districts. We provide content creation, social media management, press releases, media relations, branding, crisis management, training, web design, video production and other communications services to more than 300 government agencies, nonprofits, and small businesses in 11 states.

JGPR works with dozens of communities, public safety agencies and school districts supporting their communications efforts.

We have a proven track record of success. Company Principal John Guilfoil is a former Boston Globe reporter and former deputy press secretary to the late former Boston Mayor Thomas M. Menino. He is the 2015 and 2016 PR News National Public Affairs Professional of the Year, the 2016 National Crisis Manager of the Year, 2017 Runner Up for National Crisis Manager of the Year and 2018 Runner Up for National Government Communicator of the Year. JGPR was named the 2021 & 2020 Runner Up for the PR News National PR Team of the Year and 2022 Runner Up for Small PR Firm of the Year.



JOHN GUILFOIL
PUBLIC RELATIONS

Our Award-Winning PR Team



Benjamin Paulin

Vice President

Ben oversees the JGPR's Canton office and manages the company's clients in southern New England, including police departments, fire departments, school districts and municipal government agencies. As Vice President, Ben prides himself on meeting the needs of his smallest clients with the same passion and expertise as his largest accounts. Ben also serves as the Director of JGPR Academy.



Jordan Mayblum

Director of Client Relations

Jordan oversees a team of PR professionals that has won numerous awards on behalf of municipal clients. One of his primary responsibilities is supporting clients in crisis, as he did during the Merrimack Valley Gas Disaster and the COVID pandemic.



Leah Comins

Account Executive

Leah has worked with many of JGPR's police clients on various projects, as well as deployed to multiple critical scenes to work with clients on communicating during incidents. She was appointed as JGPR's continuity officer and created JGPR's first Continuity of Operations Plan at the beginning of the COVID-19 pandemic.



Taylor O'Neil

Account Executive

At JGPR, Taylor works with public safety, school, nonprofit and municipal clients to perform public relations, client relations and crisis communications services. She specializes in work for fire clients, and also serves as the company's Internal Communications Coordinator and Special Events Coordinator.


Communications Audit, Survey, & Planning

JGPR proposes a comprehensive audit of the town's current communications policies, practices, procedures, tools, and more to determine how it communicates today and how residents receive the town's news and information.

In addition, we will conduct a community survey and to gauge how residents and community members prefer to consume and receive town news.


JGPR will take the information gathered from the audit and survey and will create a comprehensive report and communications plan that will serve as a roadmap for the town's communications efforts going forward.

Comprehensive Information Gathering

- 
- Conduct in-depth audit of the town's communications procedures, roles, responsibilities, tools, and methods.
 - Creation and implementation of a customized survey for residents, community members, and stakeholders.
 - Analysis of audit and survey results, outlining core findings and providing recommendations for modifying policies, procedures, practices, etc.
 - Analyze and provide feedback about the town's existing platforms and communications methods (i.e., social media, website, etc.) and personnel tasked with communications.

Communications Planning

Based on information and data gathered, JGPR will develop a report that highlights positive work being done, areas for improvement, and our recommendations.

- 
- JGPR will provide the town with recommendations to streamline its communications efforts, including recommending new policies or updates to policies, creation of new/updated processes, overview of communications tools, and outline of personnel duties.

We will then work with the town to create a Communications Plan that the town can utilize as a roadmap for future outreach efforts.

Includes:

- Communications audit
- Community survey
- Report
- Development of comprehensive Communications Plan, outlining:
 - Objectives
 - Communications Channels
 - Internal Communications
 - External Communications
 - Crisis Communications
 - Staff Roles and Responsibilities
 - Website
 - Social Media
 - Media Contact List
 - Branding (Logo, fonts, etc.)
 - Templates
- Review of existing policies, procedures, and communications platforms
- Comprehensive analysis of stakeholder feedback
- JGPR analysis of existing platforms and how they are utilized
- Recommendations regarding communications needs and gaps

Pricing, Timing, and Expectations



Pricing

\$9,500 one-time
fee

Pricing

Price based on up to 75 hours of combined work for two JGPR employees. Any work done after the allotted amount of hours will be billed at a rate of \$150 per hour, per employee. Client will be notified of any overages and additional billing.

Client will be responsible for any additional expenses and fees incurred (i.e. travel expenses, printing of marketing collateral, postage for mailings, etc.).



JOHN GUILFOIL
PUBLIC RELATIONS

Timing & Expectations

The estimated time-frame to complete this scope of work is approximately 4-5 months from the date of the signed contract.

The Town of Brewster will be responsible for timely communication and participation as it pertains to this project, including, but not limited to:

- Responding to requests for information, documents, and updates.
- Providing subject matter that is key to the project.
- Providing feedback and input that is key to the project.
- Maintaining communication throughout the project.
- Having employees key to the project available to JGPR Staff.

Terms & Conditions

1. PAYMENTS.

- i. Fee. Payment is due 30 days from delivery of the invoice. All fees quoted include, and Provider shall pay, all sales, use, excise and other taxes that may be levied upon either party in connection with this Agreement, except for taxes based on Customer's net income.
- ii. Expenses. Customer shall reimburse Provider for all reasonable out-of-pocket expenses which have been approved in advance by Customer and which are incurred by Provider in the performance of services hereunder, within 30 days after Customer's receipt of expense statements including appropriate receipts or other evidence of the expense.

2. TERM AND TERMINATION.

- i. Term. The initial term of this Agreement shall be for a period of twenty-four (24) months ("Initial Term"). Thereafter, this Agreement shall automatically renew on an annual basis ("Renewal Term") unless terminated by either party upon thirty (30) days written notice to the other party.
- ii. Termination for Cause. Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for 60 days following written notice to the breaching party.

3. PROVIDER WARRANTIES.

- i. Work Product Warranties. Provider warrants that any work product created pursuant to this Agreement shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornographic or indecent; and (e) contain any viruses, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. INDEMNITY.

- i. Mutual Indemnity. To the extent permitted by law, each of Provider and Customer shall indemnify the other for all losses, damages, liabilities, and all reasonable expenses and costs incurred arising from any third party claim, action, suit or proceeding alleging any breach of the covenants, warranties or obligations contained this Agreement, or arising from either party's acts, omissions or misrepresentations under this Agreement.

6. CONFIDENTIAL INFORMATION. Customer's "Confidential Information" are any passwords used in connection with the Public Relations service, police reports, incident reports, social security numbers, dates of birth, and any other materials which Customer designates as confidential or which Provider should reasonably believe to be confidential. Provider understands and agrees that Customer does not want any other Confidential Information of Provider, and should the parties believe that additional confidential information of Provider needs to be disclosed to Customer, the parties shall execute a separate non-disclosure agreement regarding such information. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information.

7. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. GENERAL PROVISIONS.

- i. Governing Law. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to principles of conflict of laws.
- ii. Further Assurances. Provider shall cooperate with Customer, both during and after the term of this Agreement, in the procurement and maintenance of Customer's rights to intellectual property created hereunder and to execute, when requested, any other documents deemed necessary or appropriate by Customer to carry out the purpose of this Agreement.
- iii. Compliance With Laws. Provider shall ensure that its Website design and its web hosting services will comply with all applicable international, national and local laws and regulations.
- iv. Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- v. Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.
- vi. Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.
- vii. Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, 5 days after the date of mailing.
- viii. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- ix. Entire Agreement. This Agreement, including the Exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

Signed & Accepted



Client Name

Date

JGPR

Date

A free and fun event
for the whole family

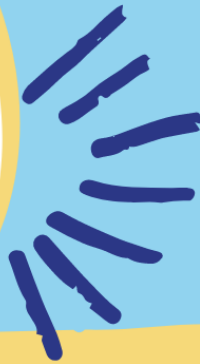


12TH
ANNUAL

Brewster Conservation Day



JULY
8
2023



9:30
TILL
1:30



DRUMMER BOY PARK

40 exhibitors - puppet show - Trevor the Juggler
passport game for kids
learning and fun in the sun



brewsterconservationtrust.org



Consent Agenda Cover Page

a. Meeting Minutes: June 5, 2023

Draft meeting minutes from the Select Board regular session meeting on June 5, 2023, have been submitted for approval.

Administrative Recommendation:

We recommend the Board approve the draft minutes.

b. Appointments: Golf Commission, Council on Aging -----

Joseph Paggi has submitted his application and followed the Select Board appointment policy for the vacant member position on the Golf Commission. The Select Board liaison and Chair of the Golf Commission has recommended his appointment. In the "For Your Information" section of the Select Board meeting on June 26, 2023, the application was provided. This is for a 3-year term ending June 30, 2026.

The Council on Aging has one vacant position for a full-time member and two alternate positions. Following the Select Board appointment policy, Eva Orman, Jan Crocker, and Honey Pivrotto submitted their application and resumes for consideration. The Select Board liaison and Chair of the Council on Aging have recommended alternate appointments for Eva Orman and Jan Crocker for a 3-year term and the full-time member position to Honey Pivrotto for a 3-year term, all to end on June 30, 2026.

Administrative Recommendation:

We recommend the Board approve the appointments.

c. Re-Appointment Update for Water Quality Review Committee

The original re-appointments presented on June 26, 2023, for the WQRC was set for a staggered 1-year term. In review of the bylaw, terms should be staggered with one-, two-, and three-year terms. The recommended re-appointments have been included in the packet. Additionally, the Board of Health has nominated John Keith to the committee.

Administrative Recommendation:

We recommend the Board approve the re-appointments.

d. Application for Facility Use and Fee Waiver Request: Anglican Church of the Resurrection

Father Kevin Ryan has requested the use of Breakwater Beach to hold Sunday Worship service from 7:15am until 8:15am. The request is to start in July and end on Sunday September 3, 2023. The request is also for the fee waiver for use of the beach in the

total amount of \$500 (total of 10 days). This request was reviewed by Department heads who provided the following feedback/comments:

Police Department: prior to the start of parking enforcement and not typically a busy time for the landing. There is no “reserving” of parking spots and are aware that vehicles will need a parking pass if they remain beyond the service.

Fire Department: Requests no parking in fire lanes, parking lot lanes or beach entrance that will eliminate or reduce access for fire department vehicles.

Town Administration: Any temporary signage must be applied for through the Building Department in advance. Administration approved the use of Breakwater Beach for Sunday July 2 and Sunday July 9 only but did not approve any fee waivers.

Planning Department: No concerns

Health Department: No concerns

Building Department: No concerns

Natural Resources: No concerns

e. One Day Liquor License Applications: Chatham Bars Inn Farm

Chatham Bars Inn Farm is requesting six One Day Liquor License for the following upcoming events:

- Public farm-to-table dinner on Wednesday August 2nd from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday August 9th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday August 16th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday August 23rd from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Farm Open House “Tomato Fest” on Saturday August 26th from 9am – 8pm. They expect 150 at one time, but up to 600 people throughout the day and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday August 30th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.

The following comments have been provided by department heads who have viewed the applications, this feedback will be shared with the applicants and if applicable will be added to the one-day liquor license if approved as a condition:

- The Health Department has been in communication with all applicants for food safety and food protection for their events.
- The Fire Department notes that for the Chatham Bars Inn events that all roadways must remain unobstructed for emergency vehicle access. No parking within fire lanes, on interior roads, or around main buildings that will inhibit or delay the response of fire apparatus or EMS vehicles to an emergency incident.
- The Planning Department noted that CBI Farms has obtained its annual special event permit from the Zoning Board of Appeals.

- The Police Department requested that a barrier or signage should clearly delineate where people are permitted to consume the alcohol served.
- Administration reminds the applicant that no more than 30 one day liquor licenses can be issued in a calendar year.

Administrative Recommendation:

We recommend that the Board approve these One Day Liquor License applications.

f. Vote to Approve and Sign the Conservation Restriction for 0 Stony Brook Road

Brewster Conservation Trust is requesting approval for a Conservation Restriction (CR) at 0 Stony Brook Road, a 4.7-acre parcel which has been reviewed and approved by State EEA officials. The parcel is proximate to land already conserved in perpetuity and is designated as "Priority Habitats of Rare and Endangered Species." Orenda Wildlife Land Trust, Inc. will be granted the CR by the Compact of Cape Cod Conservation Trusts, Inc., Brewster Conservation Trust anticipates that in the future the Compact will transfer ownership to BCT to preserve the land in perpetuity.

Administrative Recommendation:

We recommend that the Board approve the Conservation Restriction.

g. Request for Commercial Shellfish Permit

The Natural Resources Department is requesting the Select Board's approval to allow a Commercial Shellfish permit. While the period to issue Commercial Shellfish Permits ended on May 30, 2023, Tanner Cornell had contacted the Natural Resources Department before the deadline indicating that he was waiting for his MA Division of Marine Fisheries transaction card which is required for the permit.

Natural Resources Administrative Recommendation:

We recommend that the Board approve the issuance of the Commercial Shellfish Permit.



Town of Brewster

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Office of:
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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: June 5, 2023
TIME: 5:30 PM
PLACE: 2198 Main Street

PARTICIPANTS: Selectperson Whitney, Selectperson Chatelain, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Danielle Panzica and Jamie Valdez (owners of Kitchen Café), Christopher Senie, Andrea Wong, Jon Idman, Amanda Bebrin

REMOTE PARTICIPANTS: Selectperson Hoffmann

Call to Order, Declaration of a Quorum, Meeting Participation Statement and Recording Statement

Peter Lombardi called the meeting to order at 5:30pm, read the meeting participation and recording statement and declared a quorum.

Executive Session

Selectperson Chaffee moved to enter into executive session. Selectperson Bingham second. To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (Fire Union). A roll call vote was taken. Selectperson Whitney-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Hoffmann-yes. The Board vote was 5-Yes, 0-No.

The Select Board returned to Regular Session at 6:05pm.

Public Announcements and Comment

Laurel Labdon, 62 Whiffletree Ave., congratulated Ned Chatelain on a successful campaign and expressed her satisfaction with the election and the recount.

Select Board Reorganization

Selectperson Whitney nominated Ned Chatelain as Chair, Mary Chaffee as Vice Chair and Kari Hoffmann as Clerk. Selectperson Bingham second. Mr. Lombardi asked the three members if they accept the nomination, all responded yes. A roll call vote was taken. Selectperson Whitney-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Hoffmann-yes. The Board vote was 5-Yes, 0-No.

Mr. Lombardi turned the meeting over to Chair Chatelain.

Select Board Appointments to Bay Property Planning Committee and/or Pond Property Planning Committee

Chair Chatelain noted that the charges for both of these committees require a Select Board representative, whoever they cannot be the Chair of the Select Board. Selectperson Chaffee nominated Dave Whitney as



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representative to the Bay Property Planning Committee. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Select Board Announcements and Liaison Reports

Selectperson Bingham shared that she attended a meeting hosted by the Council on Aging at the Crosby Mansion regarding Social Security and it was incredibly well done.

Town Manager's Report

Mr. Lombardi shared the following:

- The Town and Brewster Ponds Coalition are co-hosting the Annual Ponds Summit on Friday June 16, from 9am – 12pm at the Brewster Baptist Church. More information can be found on the Town website and Brewster Ponds Coalition website. The focus will be on septic systems and impacts on our ponds.
- The Town's Finance Team led a year end training session for Town staff, this an example of the great work the staff does to support each other to provide a high level of service to our residents.
- The State has an assistance program for low-income residents to help pay for portions of their water bills, for at least \$200/year in funding as a direct subsidy, to help reduce the water bills. This will help our residents in needs in providing financial assistance, the program is confidential.

Consent Agenda

- a. Meeting Minutes: May 22, 2023
- b. Appointment: Fran Schofield (Vision Planning Committee)
- c. Facility Use Application and Fee Waiver Request: Cape Cod Regional Technical High School
- d. One Day Liquor License Applications: Brewster Chamber of Commerce and Chatham Bars Inn Farm
- e. Yard Sale Restriction Waiver Request: Trinity Lutheran Church
- f. Fee Waiver Request of Building Permit Fees: Garden Club of Brewster
- g. Vote to Keep Commercial Razor Clam Fishery Closed for 2023 Season
- h. Vote to Amend Historical Commission Charge to Allow One Part-time Resident Member
- i. Sign Notice of Lease for Lot 4, Brewster Industrial Park, also know as 52 Commerce Park Road, Bretten Johnson

Selectperson Hoffmann moved to approve the Consent Agenda for June 5, 2023, as recommended in the packet. Selectperson Chaffe second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on Intermunicipal Agreement with Truro for Net Metering Credits

Mr. Lombardi noted that in working with Town Counsel the terms of the agreement have been finalized, adding that there is nothing substantively different from previous drafts.



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Selectperson Chaffee moved to approve and sign the Intermunicipal Agreement with Truro. Selectperson Whitney second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Seeking Residents to Serve as Liaison to Barnstable County Human Rights Advisory Commission

Mr. Lombardi shared that this Commission has been in place for several years and the Town has two residents who serve in a formal capacity on the commission. The Commission has completed outreach to all Cape Communities regarding their interest in having Towns formally appoint liaisons to serve on the Commission. The liaison helps to make sure the connection between the work of the Commission and the activities of the Town are strengthened. This liaison position is consistent with discussion in taking steps forward in terms of Diversity, Equity and Inclusion, and another opportunity for a resident to represent the Town. Information will be posted on the Town website as a vacancy, interested residents can submit their application. Current residents who serve on the Commission will be available to speak with interested residents to learn more.

FYIs

Mr. Lombardi noted the initiative from the Cape Cod Chamber of Commerce in creating a tourism destination marketing district, there will be more to come in future months.

6:30pm Public Hearing- Annual Entertainment License Application: JDT Investments LLC d/b/a the Kitchen Café

Selectperson Hoffmann moved to open the public hearing for the Annual Entertainment License application for JDT Investments LLC, d/b/a The Kitchen Café as noted in the advertisement. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Danielle Panzica stated that based on the letters received, they are removing live music from their application. The request is for a Bluetooth speaker to be placed by the approved food trailer, in the indoor dining area and the attached patio. Ms. Panzica reviewed that they currently run a full-service restaurant, their trailers all have permits, and the food truck is not operating though it has been inspected by Board of Health. Adding that they have followed the rules and regulations that the Town has put forth for their business and there are no zoning violations for the Kitchen Café.

Christopher Senie, attorney for Meredith Baier, expressed concerns of outdoor entertainment as outlined in the application, specifically on the patio. Appreciates that the Kitchen Café has removed live music portion, does not oppose reasonable indoor entertainment. Mr. Senie suggested the following conditions:

1. Hours of entertainment 1pm -9pm.
2. Entertainment only indoors, with doors/windows closed except when patrons come and go.
3. Reasonable entertainment, no bands.
4. Entertainment be conducted in such a way that is not plainly audible at 150ft.



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Andrea Wong, 124 Windsor Landing Road, is not interested in having outside music from 8am – 10pm that she can hear from her home. Believes this is unreasonable, agrees that this should be indoors and not outdoors, and the volume level is a concern.

Selectperson Hoffmann summarized the written correspondence received from residents regarding the Annual Entertainment License application.

Selectperson Hoffmann moved to close the public hearing. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

The Select Board will be acting on recorded music by a Bluetooth speaker both indoors and outdoors from 8am until 10pm. Clarification that the patio is outdoors, that has a canopy with side walls that remain open during nice weather. Jamie Valdez, owner of the Kitchen Café, noted that the speaker is lower than a vehicle driving by and provides background music for customers. The proposal is to have speakers in both the food trailer (when open) and in the patio (weather permitting) and inside the restaurant. The television would be just in the dining area. Mr. Valdez would like the ability to have acoustic music only indoors. Selectperson Whitney supports Bluetooth speakers inside and outside, with the 150ft (from the source) rule from 1pm - 9pm and to allow acoustic live music indoors only. Chair Chatelain added no amplified music indoors, acoustic music only.

Selectperson Hoffmann moved to approve the Annual Entertainment License application, JDT Investments LLC, d/b/a The Kitchen Café with the following conditions:

- Indoor and outdoor entertainment through a Bluetooth speaker
- Not clearly audible from 150 feet from the speakers themselves
- Hours are 1pm – 9pm, seven days a week
- Permitting indoor, unamplified music, acoustic entertainment with doors and windows closed

Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Report of the 2023 Beautify Brewster Day- Meg Morris, Recycling Commission and Ryan Burch, Natural Resources Department

Ryan Burch provided history of the Beautify Brewster Day that started 12 years ago, the event brings awareness to the community about the amount and type of litter found in Brewster. Mr. Burch thanked the planning committee, local businesses for their generosity and donations and the volunteers in making each year a success. Meg Morris shared that each year the event keeps improving, data collection began about four years ago. This year the top five categories: cigarette butts, nips, beverage cans, plastic, and food wrappers were all up except food wrappers. Adding that the purpose is to help educate and be more aware of the litter in Town.



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Cape Cod Commission 2022 Year in Review Update- Kristy Senatori, Cape Cod Commission Executive Director

Kristy Senatori noted the high-level priorities from the past year that will carry through to the next year:

- **Water Quality:** efforts have increased significantly across the Cape with significant progress in available funding and financing options. Last year, the Water Protection Fund awarded \$28M in subsidies across the cape, to date the fund has distributed nearly \$100M in Wastewater grants. Of the 890 lakes and ponds in the region, less than 10% are monitored consistently, more data collection is needed to help inform pond management and improvement strategies.
- **Coastal Resiliency and Climate Change:** continue to implement the Climate Action Plan and develop tools and resources that the 15 communities on Cape can use. The Commission initiated the Low-Lying roads project, potential strategies are in place and can begin to look for funding opportunities. The Commission developed model bylaws that address coastal resiliency, large scale solar projects, EV charging infrastructure, and comprehensive flood plain design guidelines.
- **Housing:** began work on a Regional Housing Strategy for Cape Cod, will address housing supply, affordability, and availability. By identifying areas that are appropriate for housing development and creating policies and strategies that are appropriate to the Cape.

Selectperson Chaffee noted how important the Cape Cod Commission is in protecting Cape Cod and guiding growth. Ms. Senatori responded that the Commission has often had to adjust and modify based on the challenges and have has to be opportunistic in facing these challenges. The Commission looks at the environment and the economy collaboratively and tries to keep them in balance. Having a planning agency helps to look more comprehensively on how to operate as an entire region.

Letter of Opposition to Proposed Eversource 2023-2027 Vegetation Management Plan

Chair Chatelain shared that we have not received the information to act on this agenda item this evening.

Letter of Opposition to Proposed Discharge of Radioactive Waste from Pilgrim Power Plant

Mr. Lombardi noted that the Association to Preserve Cape Cod (APCC) had shared correspondence asking Towns to sign a draft letter to express Brewster's support for the research and general legal analysis and position that the APCC has taken in terms of Holtec's proposed potential discharge wastewater through the decommissioning of the power plant.

Selectperson Chaffee moved to authorize the Select Board Chair to sign the letter of opposition to the proposed discharge of radioactive waste from Pilgrim Power Plant. Selectperson Whitney second. Selectperson Hoffmann noted that the agenda item does not state a vote would be taken. This item will be placed on the next Select Board meeting for vote.

Letter of Opposition to Proposed Joint Base Cape Cod Shooting Range

Selectperson Chaffee provided additional information to our residents, noting that the Massachusetts National Guard has proposed building a machine gun range on Joint Base Cape Cod. Even though it is more than 30 miles this has significant implications for our community. Selectperson Chaffee shared the draft



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report from the US Environmental Protection Agency (EPA) of the potential implications of the construction of the machine gun range, including containment of drinking water on the Cape. It is important to provide input to the EPA until June 26, comments can be sent to: r1ssacomments@epa.gov.

Chair Chatelain noted that the Board voted at the last meeting to send the letter.

Information from Planning Board Regarding Potential Updates to the Accessory Dwelling Unit Bylaw

Town Planner, Jon Idman introduced the topic noting that the Planning Board voted on their desired intent to move forward with a reinvestigation of the Accessory Dwelling Unit (ADU) Bylaw provision of the zoning bylaw. Based on the observations and some potential amendments to the Accessory Dwelling Unit provisions. The Planning Board will continue to review this topic at their meetings and will commence the activity of the re-investigation of the ADU provisions at their meeting on June 14, 2023. The Board will look to Fall Town Meeting to present their findings.

Amanda Bebrin, Chair of the Planning Board, referenced the memo in the packet noting that the Planning Board intends to hear from the public on their experience in trying to create additional housing, making this a more user-friendly bylaw.

Jon Idman defined what an Accessory Dwelling Unit is, adding that the Planning Board would like to clarify what is currently in the zoning bylaw. An ADU is not for short term rental purposes and aims to provide year-round housing opportunities while preserving the integrity of single-family residential districts within the Town. Ms. Bebrin added that reducing barriers to the ADU bylaw would not result in a construction free for all as current building and septic requirements will still be required. Ms. Bebrin shared that the Planning Board will be borrowing best practices from neighboring Towns ADU experience.

Jillian Douglass, Pebble Path, commented in relation to the review of the ADU bylaw, Brewster was on the forefront of the original bylaw, and the Town was very conservative at the time. Adding that it is time for the Town to review what we have done in the past and encourages the Town to take a lot of public input.

Brewster Housing Program & Affordable Housing Trust Update & Vote to Authorize Chair to Sign Letter of Support for CPC Buy Down Funding Application – Donna Kalinick & Jill Scalise, Housing Coordinator

Ms. Kalinick stated that since May of 2022, when Town Meeting approved the transfer of 212 Yankee Drive to the Affordable Housing Trust (AHT), there has been work completed to rehabilitate the property as part of the subsidize housing inventory. The AHT has hired both The Resource Inc. and Housing Assistance Corporation to assist in the process. Ms. Kalinick thanked the Department of Public Works for their assistance throughout the rehabilitation process, as they have gone above and beyond with this property. Ms. Kalinick provided a timeline for the property and hopes to have it completed by December 2023.

Ms. Scalise introduced the Affordable Homeowners Buy Down Program which provides funds to assist low to moderate incomes in purchasing affordable deed restricted homes. When needed, the resale price is reduced and the home becomes affordable to be purchased and a new universal deed rider is placed on the



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property that ensures that the home will remain affordable in perpetuity. Over the past 16 years this program has expended \$360K and assisted 12 households in purchasing affordable homes. The Housing Trust is seeking approval to apply for funding for a grant in the amount of \$250K. The grant is due July 1st to the Community Preservation Committee.

Ms. Scalise reviewed the Millstone Community Housing project which looks to build 45 units of rental housing on municipal land. If the comprehensive permit is approved, the Select Board would then be involved in requesting local preference from the State if desired. The housing program is looking to hold an information session this summer to provide background information on local preference before a decision is made.

In March the Housing Trust voted to designate funds for a part-time (up to 19 hours) housing assistant to help implement the housing programs to start in FY24. There will be future discussions on initiatives looking at both year-round deed restrictions and a real estate transfer tax on high end transfers. The Trust would like to meet with Select Board over the summer, as these are policy decisions that have an impact beyond the housing program.

Ms. Scalise provided additional updates regarding the Regional Community Block Grant for housing rehabilitation and childcare assistance and mentioned Habitat for Humanity is looking to build two homes on Phoebe Way.

Selectperson Chaffee moved to authorize the Chair to sign the letter of support for the Buy Down Funding application. Selectperson Hoffmann second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on Select Board Policy Updates (#2 and #45)

Ms. Kalinick noted that along with the Licensing Board Rules and Regulations Policy, the Town has created new applications that are more thorough. Some of the licensing is outlined in State Law that give clear guidelines and others allow for more flexibility as the licensing authority. This policy covers annual, seasonal and one day liquor licenses, entertainment licenses (annual renewals and one day), common victualler, inn holder, lodging, hawker and peddler, Class II and livery, new and used car dealers and the Special Event license that is specific to Brewster. Ms. Kalinick noted that the goal is to have the applicant understand that the licenses are all handled through the same process. Selectperson Hoffmann recommended adding a revision date at the bottom of the applications.

Selectperson Hoffmann moved to approve Select Board Policy #2 with the suggested revisions. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.



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Mr. Lombardi shared that a purpose statement was added to Select Board Policy #45 and some minor changes, with no significant policy changes, just clarifying language. Selectperson Hoffmann expressed her concerns with the current wording of the policy regarding a quorum in person, and read a statement on compassion and appreciation and allowing flexibility with our attendance.

Selectperson Hoffmann moved to modify and edit the following to the proposed Select Board Policy.

A. Purpose:

- #1. Include the Act extending the temporary provisions pertaining to the Open Meeting Law,
- #2. Instead of limiting it to the greatest extent practicable, also use wording of the extension of the temporary provisions to provide adequate and alternative access to remote meetings.

B. Minimum Requirements for Remote Participation

- #2. "Ensuring that a quorum is physically present" change to present either remotely or in person.
- #3. The quorum of the public body does not necessarily need to be physically present.

Selectperson Whitney second. Selectperson Chaffee commented on adding references to temporary policies as they will sunset, and reasons why she feels this policy does allow flexibility. Mr. Lombardi reviewed the participation policy from 2013 through 2020. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-no, Selectperson Chaffee-no, Selectperson Whitney-no, Chair Chatelain-no. The Board vote was 1-Yes, 4-No.

Chair Chatelain recommended the following revision to Purpose statement #2, to state "The Town will strive to provide opportunities to the public for both in person and remote participation at board and committee meetings to the greatest extent practicable. To provide flexibility to board and committee members in accordance with the following policy."

Selectperson Chaffee moved to revise Purpose Statement 2 as outlined. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

There was discussion on the process to remove a member from a committee if they fail to meet the minimum requirements for in-person attendance. It was agreed that this would be added to the policy.

Selectperson Hoffmann moved to adopt Policy #45 as revised with the additional of language from the Town Charter. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-no, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 1-No.

Matters Not Reasonably Anticipated by the Chair

None



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Questions from the Media

None

Next Meetings

June 26, July 10, July 24, August 7, and August 21, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 9:10pm. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

Approved: _____ Signed: _____
Date Selectperson Hoffmann, Clerk of the Select Board

Accompanying Documents in Packet: Agenda, Town Manager's Report, Consent Agenda items, Annual Entertainment License Application, 2023 Beautify Brewster Report, Cape Cod Commission 2022 Report, Letter of Oppositions, Barnstable County Human Rights Advisory Commission, Potential Updates to ADU Bylaw, Brewster Housing Program & Affordable Housing Trust, Intermunicipal Agreement, Select Board Policy Updates, FYIs.

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

c. Was at least 1 Brewster reference contacted: Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

-
1. Applicant name:
 2. Address:
 3. Phone Numbers: Home: Cell:
 4. Email:
 5. This is an application for: Full member status Alternate status
 6. Are you a full-time Brewster resident? Yes No
 7. Years you've lived in Brewster:
 8. Are you registered to vote in Brewster? Yes No
 9. Committees you are interested in serving on in order of preference:
 - a.
 - b.
 - c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion

11. OCCUPATION: _____

- Active Retired Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Name of Employer	Job Title	Dates of Employment

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

- a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed? (Does not automatically disqualify but may need to be disclosed) Yes No

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name:
Address:
Phone:
Email:
Relationship to you:

b. Name:
Address:
Phone:
Email:
Relationship to you:

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

20. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature: Date:

Eva M. Orman



SUMMARY

Advanced degrees in gerontology followed by a decade of hands-on experience leading the community Outreach and Volunteer Coordination functions at the Chatham, MA Council on Aging. Well-versed in best practices and protocols necessary to ensure high quality of life, both at the individual and program level. Have a demonstrated track record as a skilled senior-level manager, thought leader, team builder and innovator in crafting creative and practical solutions to the needs of Chatham's oldest. Extensive experience in building and nurturing volunteer and philanthropic organizations and collaboration with town management and board members developing and implementing strategic plans. Known for: attention to detail; adherence to budgets; clear-headed and compelling communication. Overall, a compassionate champion of home and community-based aging services.

EXPERIENCE

Interim Director, Chatham Council on Aging

Town of Chatham, MA

November 2021 – October 2022 (1 year)

- Following the unexpected resignation of the COA Director, was appointed Interim Director by the Town Manager.
- Despite a nearly year-long staff deficit, demonstrated leadership and reassurance to the town's older residents by successfully and seamlessly managing all aspects of the Chatham COA in a manner such that no significant programs, activities, or community services were eliminated or put on hold.
- Worked closely with the COA Boards to secure grant funding and execute renovation and upgrading of a new computer lab.
- Successfully managed a rebranding process which resulted in a COA name change to the "Chatham Center for Active Living".
- Facilitated engagement and training of new full and part-time staff members.
- Prepared for and supervised the post-COVID reopening of the COA building to the public.

Recognized for exemplary service by the Chatham COA Board of Directors with the following resolution on September 12, 2022:

Whereas: Eva Orman has served as Interim Director of the Chatham Council on Aging since the resignation of Director Mandi Speakman; and Whereas: Eva has performed with excellence and dedication during this period; and Whereas Eva has had to contend with staff shortages, Covid restrictions and inadequate facilities; and Whereas: Eva has resolved problems with creativity and energy; Therefore, it is hereby resolved: That the Chatham Council on Aging Board of Trustees wishes to express its heartfelt thanks and appreciation to Eva Orman for her leadership, guidance, tireless service, and outstanding performance as Interim Director.

Outreach Coordinator, Chatham Council on Aging

August 2012 – October 2021 (9 years, 3 months)

Gerontologist and Geriatric Care Manager working with older community members, ages 60-105, living independently in their homes. Providing advocacy, interventions and program administration to ensure a high quality of life. Innovator of programs such as "Pantry to People" and "Healthy Meals in Motion," providing food delivery service through a partnership with the Family Pantry of Cape Cod. Advocate for, and represent, older women who are survivors of domestic abuse. Served as a community resource, securing financial literacy training and late-life financial support. Provided older adult crisis management, often partnering with the Chatham Police, to offer assessment and guidance and to ensure appropriate referrals, especially in matters of cognitive impairment. Adept at advising at-risk older adults and assisting them navigate through the Adult Protective Services network. A powerful, effective and influential advocate representing the oldest old in Chatham and Cape Cod.

In response to an unmet need for coordinated response to adults in crisis, co-founded the Chatham Elder Working Group with leaders from Chatham Police & Fire Departments, Board of Health, and Chatham Housing Authority. Since its founding in 2015, this team has been highly effective and efficient in providing rapid response to the emergent needs of Chatham seniors and their families. At their request, along with other leaders of the Chatham team, presented an overview of the group's inner workings, best practices and successful outcomes at the 2021 annual meeting of the Massachusetts Councils on Aging (MCOA).

Volunteer Coordinator, Hospice & Palliative Care of Cape Cod

2004-2008 (5 years)

Combining 20 years of retail management expertise and volunteer training, developed a retail enterprise that complemented the hospice agency mission, delivered incremental revenue and expanded the donor base.

Regional Volunteer & Site Director, Pan-Mass Challenge

1983-2003 (21 years)

Created a lasting foundation and infrastructure, as well as community relationships throughout Cape Cod, on behalf of the PMC to ensure a safe, successful conclusion for the charity cycling event. The groundwork laid through my innovation and vision remains in place today, allowing for continuing event success.

EDUCATION

University of Florida, College of Public Health and Health Professions

Graduate Certificate, Geriatric Care Management, Gerontology

University of Massachusetts, Boston

Master of Science/Summa Cum Laude, Gerontology, McCormack Graduate School

University of Massachusetts, Boston

Bachelor of Arts/Summa Cum Laude, Public and Community Service

Cape Cod Community College

Associate of Science, Web/Multimedia Management and Webmaster

LICENSES AND CERTIFICATIONS

Massachusetts Behavior Health Certificate Program, Boston University Center for Aging and Disability Education and Research (CADER)

Person Center Case Management Certificate, Boston University Center for Aging and Disability Education and Research (CADER)

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

c. **Was at least 1 Brewster reference contacted:** Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to
for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

[REDACTED]

VIA EMAIL: EMawn@Brewster-MA.gov

May 19, 2023

Ms. Ericka Mawn

Administrative Assistant to the Select Board and Town Manager

Town of Brewster

2198 Main Street

Brewster, MA 02631

Re: Revised Page 1 of Appendix B on Application for Board Member on Council on Aging

Dear Ms. Mawn:

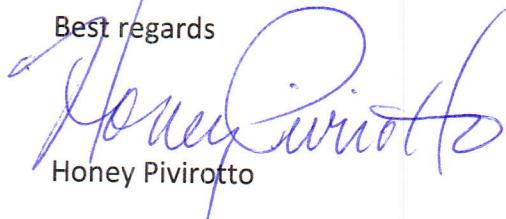
Please consider this my revised Letter of Interest accompanying the required SELECT BOARD COMMITTEE APPOINTMENT APPLICATION form enclosed for the newly VACATED full member status board member position to the Council on Aging.

On May 1, 2023, I submitted the full application plus my CV to be considered with my application for the newly created alternate status position. Subsequently, one of the members has resigned vacating a full-time member position on the COA Board triggering my revised application.

Kindly advise if there is any additional information I can provide and the status of my application.

Again, I appreciate consideration of my application for a full member status position.

Best regards



Honey Pivrotto

Enclosures (1)



PROFILE:

I have lived in Brewster full time since June 2017 in a house we bought in 2013. Brewster is dear to my heart as I visited my Uncle David Lamb on Great Fields Road in Brewster starting when I was 8 years old. I am retired and interested in limited volunteering. I offer more than 40 years of financial, operational and strategic management expertise in both the public and private sectors as an employee and a consultant. I have also served in a number of volunteer roles including the Finance Committee and the Planning & Zoning Committee in Oro Valley, AZ where I lived for 21 years plus a grant reviewer for the Southern Arizona Foundation. Since moving to Cape Cod, I have participated with the League of Women Voters on Cape Cod, Health Committee, and volunteered with the town of Brewster as Chair of the Audit Committee and a member of the Finance Committee.

SELECTED HIGHLIGHTS FROM CONSULTING BUSINESS:

- Technical partner on team established by national firm to develop successful proposal to administer \$700 million in Medicaid funds assuring delivery of integrated health care services to individuals with behavioral health conditions and special strategies for individuals in justice systems.
- Identification of strategies to reduce risk and unnecessary costs in correctional settings through leveraging HITECH and Affordable Care Acts.
- Development of strategies to maximize reimbursement to hospitals, skilled nursing facilities, home health agencies and physician offices.
- Appointed as the Receiver by the CT Superior Court with responsibility for skilled nursing facilities, adoption agencies and other regulated entities requiring immediate stabilizing of business and operations with transition the organization to another owner or to closure.
- Technical expert for Receiver appointed by Federal Bankruptcy Court with responsibility for preservation of assets over a three year period of litigation involving secured creditors.
- Lead for a team of attorneys, CPAs and other specialists completing feasibility studies, regulatory appeals and due diligence reviews for acquisitions of health care businesses.
- Expert financial witness in rate setting litigation for health care providers.
- Development of strategies to effectively address multi-faceted business and operational issues triggering regulatory intervention with the operation of health care providers.
- Partnered with major national accounting and consulting firm to develop prospective payment statute and regulatory framework for Advisory Group appointed by the Governor of the State of Connecticut.
- Senior team participant representing the finance operation in the customization and implementation of software for a 450 bed teaching hospital with a history of unsuccessful conversions.

[REDACTED]

PROFESSIONAL EMPLOYMENT HISTORY:

September 1999 – November 2013 (14 years 3 months) Pima County, Arizona

Assistant County Administrator – focus Health Policy and Operations including hospital, skilled nursing facility, home health agency and health operations in adult and juvenile detention facilities

Director, Commission on Hospitals and Health Care, State of Connecticut – 1984 to 1986

Served as Administrator of quasi-judicial agency with three Commissioners appointed by the Governor of Connecticut

- In consultation with the Assistant Attorney Generals assigned to provide legal advice to this agency, directed the work of more than 60 financial analysts and health planners in their review, analysis and final decisions post formal hearings to be issued by this regulatory body.
- Filings included operating and capital budgets totaling several billion dollars, related compliance documents and hundreds of millions of Certificates of Need for capital projects, medical equipment and service changes for acute care general hospitals, skilled nursing facilities, home health agencies and physicians.
- Served as preceptor for interns from University of Connecticut and Yale School of Public Health on the analytical processes and legal proceedings including preparation of court dockets and testified in cases on which disputes were filed with Connecticut Superior Court.

Administrative and Financial Management Positions at four community non-profit hospitals from 1976 to 1984 when recruited to direct operations of the state regulatory agency

- Internal Auditor and Financial Analyst – New Britain General Hospital
- Director of Budget and Reimbursement and Traveling Chief Financial Officer – Mt. Sinai Hospital as well as World War II Veterans Memorial Hospital in Meriden
- Chief Financial Officer and Assistant Administrator – Johnson Memorial Hospital

Cost Accounting Manager and various financial positions for Roytype Division of Litton Industries in Hartford, CT from 1970 to 1976 when recruited by New Britain General Hospital

FORMAL EDUCATION:

University of Hartford 1971 to 1986, BS in Accounting; MBA in Finance

[REDACTED]

[REDACTED]

[REDACTED]

SAMPLING OF VOLUNTEER ACTIVITIES:

- ELDER Alliance – coalition facilitated by United Way of Southern Arizona - current
- Community Foundation of Southern Arizona – End of Life Grants - current
- Healthcare Financial Management Association member 1976, Board member 1984
- Treasurer and President of CT Chapter 1990 - 92 and founder of Scholarship fund
- Parents Anonymous - Connecticut, Treasurer – 1984 - 1988

HONORS, AWARDS AND RECOGNITIONS:

Special Recognition from Pima County Sheriff's Department, December 2013

- Recognition for work on linkage of electronic health record used for treatment of individuals in county jail with statewide health information exchange initiative with bi-directional connectivity to reduce risk and unnecessary costs of treating individuals at the 2400 bed jail.

Award for sustained commitment to Health Information Exchange issued by Southern Arizona Health Information Exchange, April 2011

- Recognition for years of support and advocacy for development of a statewide health information exchange that included traditional health care providers such as hospitals, physicians, and clinics but also recognized the silos of health care providers in county jails, juvenile detention centers, state prisons and public health centers

Certificate of Appreciation for role in statewide HIE development awarded by Arizona Health Care Cost Containment System (AHCCCS) – State Medicaid Program, 2010

- Recognition for playing an instrumental role in the creation, implementation, and ongoing leadership of Arizona's first statewide health information exchange

Recognition from Oro Valley for Service on Planning & Zoning Committee from 2006 to 2008

Recognition from Oro Valley for Service on Budget & Bond Committee including Chair 2003 to 2005

Common Ground Award in 2005

- Recognition for extensive work on Community Dialogue on Kino Community Hospital resulting from extensive community interaction and strategic discussions and research beginning with my work as Hospital Administrator in 1999 and continuing through a successful transition of hospital operations to the physician faculty of the University of Arizona, College of Medicine in June 2004

[REDACTED] BA

[REDACTED] MA 02631

Cell: [REDACTED], Email: [REDACTED]

Recognition for Crisis Intervention Project Participation from University of Arizona, Behavioral Health Sciences, 2003

- Participation in a community wide discussion of the importance of crisis teams and specialized training for a wide variety of individuals including police officers on the management of responses to an individual in crisis in the community

State Founder's Awards - Muncie Gold, Silver and Bronze from Healthcare Financial Management Association

- Achievement within the healthcare management was recognized with three Founder's Awards including a Follmer bronze award in 1990; a Reeves silver award in 1992 and a Muncie Gold Award in 1995.

Dedicated Service Award from Healthcare Financial Management Association, 1998

- Recognition of work since 1976 with multiple hospital systems experiencing distress and with the State regulatory quasi-judicial agency with oversight of budgets, rates and Certificates of Need

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

6. Are you a full-time Brewster resident? Yes No

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

a.

b.

c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

*REVISION
5/18/23*

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion
Univ. of Hartford	BS Accounting; MBA Finance	1986

11. OCCUPATION: _____

Active
 Retired
 Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Name of Employer	Job Title	Dates of Employment
see CV/Resume enclosed		

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

a. Organizations and dates:

League of Women Voters Cape Cod chapter - 5 years - Health Committee - participated in forum design and production on Common Start legislation re daycare legislation in 2022 and Preventing Youth Suicide - with 3 local youth as featured presenters 3/28/23

see CV/resume enclosed

15. GOALS: Please explain why you'd like to serve on a particular committee.

I have a strong interest in leveraging resources to optimize the health and well being of the aging population in Brewster including active participation in intergenerational activities as well as involvement with planning and participating in community decisions. I would like to use my experiences in Brewster and my professional as well as personal life to provide support to the new Director and COA board in whatever manner will be most helpful as work is underway to complete the next five year plan for COA as well as to implement initiatives approved by the Select Board and Town Manager's office.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

I have worked in the health and human services environment with people of all ages for the last 40 years identifying best practices, key legislative changes, regulatory compliance issues and funding streams. I have had both professional and personal experience with the challenges individuals face with financial and service needs including chronic disease management, end of life care and strategies for optimizing health and well being.

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed) Yes No

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name:
Address:
Phone:
Email:
Relationship to you:

b. Name:
Address:
Phone:
Email:
Relationship to you:

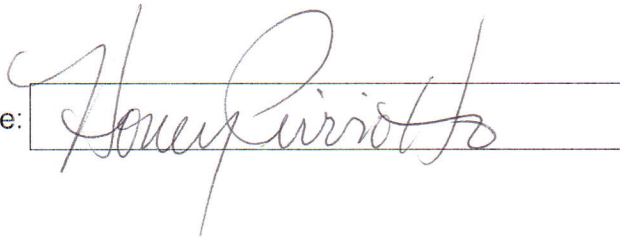
20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

Please reference attached CV and thank you for your consideration.

20. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature:



Date:

May 1, 2023

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

c. **Was at least 1 Brewster reference contacted:** Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

-
1. Applicant name:
 2. Address:
 3. Phone Numbers: Home: Cell:
 4. Email:
 5. This is an application for: Full member status Alternate status
 6. Are you a full-time Brewster resident? Yes No
 7. Years you've lived in Brewster:
 8. Are you registered to vote in Brewster? Yes No
 9. Committees you are interested in serving on in order of preference:
 - a
 - b
 - c

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion

11. OCCUPATION: _____

Active

Retired

Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Name of Employer	Job Title	Dates of Employment

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

- a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed? (Does not automatically disqualify but may need to be disclosed) Yes No

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name:
Address:
Phone:
Email: [REDACTED]
Relationship to you:

b. Name:
Address:
Phone:
Email: [REDACTED]
Relationship to you:

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

20. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature: Date:

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

c. **Was at least 1 Brewster reference contacted:** Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

FROM THE DESK OF
Joseph Paggi

April 21, 2023

Erika Mawn
Executive Assistant
Town Manager/Select Board Office
Town of Brewster
2198 Main St.
Brewster, Ma 02631

Dear Ms Mawn

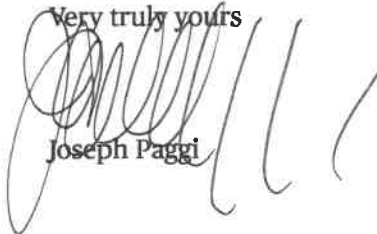
Enclosed please find an Application to the Select Board for an appointment to fill the vacancy on the Golf Commission.

Thanks for your prompt response to my initial correspondence.

If I need to do anything else, please do not hesitate to contact me.

Very truly yours

Joseph Paggi



Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

6. Are you a full-time Brewster resident? Yes No

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

a.

b.

c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion
Manhattan College	Bachelor of Civil Engineering	May 1972

11. OCCUPATION: _____

- Active
 Retired
 Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Name of Employer	Job Title	Dates of Employment
Paggi and Martin Engineers	Partner	1978 - 2015

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

I have a passion for the game of Golf and the Captains Facility. I would like to lend assistance to the Commission to see that both the game and the Facility prosper in the future.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

In my Civil Engineering practice of some 35 years, I represented 3 municipalities as my largest clients. In the process I worked very closely with the Town's various departments. My technical background, and knowledge of Town practices would allow me to offer the Commission, and the Staff a unique perspective.

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed? (Does not automatically disqualify but may need to be disclosed) Yes No

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name:
Address:
Phone:
Email:
Relationship to you:

b. Name:
Address:
Phone:
Email:
Relationship to you:

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

I am an 8 year member of Captains, playing 100+ rounds per year. I understand the unique challenges the course has (non golf related) and feel I could offer assistance in meeting those challenges in an environmental and financially friendly way.

20. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature:



A rectangular box containing a handwritten signature in dark ink. The signature is cursive and appears to be 'J. M. H. /'.

Date:

April 21, 2023



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
www.brewster-ma.gov

Office of:
Select Board
Town Manager

Memo

To: Brewster Select Board
From: Erika Mawn, Executive Assistant
Date: June 28, 2023
Re: Re-Appointments to the Water Quality Review Committee

The Select Board approved re-appointments to various boards and committees at their meeting on June 26, 2023. The Water Quality Review Committee was listed as re-appointment for a 1-year staggered term. In reviewing the bylaw, the Committee is to be appointed by the Select Board to include seven members; one member each from the Select Board, Board of Health, Planning Board, Conservation Commission, and Water Commissions, the Brewster Building Commissioner, and the Brewster Health Agent. Members other than the Building Commissioner and the Health Agent shall be appointed for one-, two- and three- year terms and thereafter all members shall be appointed for three-year terms. In order for the terms to be staggered, the re-appointments are recommended as follows:

Committee / Board	Member Name	Term
Water Quality Review Committee	Cynthia Baran (Water Commissioner)	1 year
	Bruce Evans (Conservation Commission)	1 year
	John Keith (Board of Health)	2 years
	Robert Michaels (Planning Board)	2 years
	Ned Chatelain (Select Board)	3 years
	F. Davis Walters (Building Commissioner)	3 years
	Amy Von Hone (Health Director)	3 years
Charlotte Degen (Alternate Member)	1 year	

APPLICATION FOR FACILITY USE
BREWSTER BOARD OF SELECTMEN
2198 MAIN STREET, BREWSTER, MA 02631

All requests must be made **at least two (2) weeks in advance of the desired use date**. For more information please call the Selectmen's Office at 896-3701. Completed forms may be dropped-off or mailed to the address above, or **faxed back to 508-896-8089**.

ORGANIZATION OR GROUP: ANGELICAN CHURCH OF THE RESURRECTION

LOCAL SPONSORING ORGANIZATION: _____

AREA OR FACILITIES NEEDED: BREAKWATER BEACH

DATE OR DATES REQUESTED: 7/2, 7/9, 7/16, 7/23, 7/30, 8/6, 8/13, 8/20, 8/27, 9/3

TIME IN: 7:15 TIME OUT: 8:15 (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: WORSHIP SERVICE

NATURE OF ACTIVITY TO TAKE PLACE: WORSHIP SERVICE

WILL ADMISSION FEE BE CHARGED? YES _____ NO AMOUNT _____

NON-PROFIT ORGANIZATION: YES NO _____

IRS # 06-1727626 TOTAL NUMBER OF PERSONS EXPECTED 25

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 40

ANY SPECIAL EQUIPMENT NEEDED?:
NO

PERSON RESPONSIBLE FOR THE OBLIGATIONS OF THE GROUP WHO WILL PAY THE BILL - NAME:

FR. KEVIN RYAN

MAILING ADDRESS: P.O. BOX 1704 BREWSTER, MA 02631

TELEPHONE NUMBER: [REDACTED]

I have read the regulations and understand them with the acknowledgement that any additional expenses incurred will be paid by my organization and that any violation may jeopardize continue use of the building.

Signature: [Signature]

Telephone: [REDACTED]

June 28, 2023

Erika Mawn
Executive Assistant
Town Manager/Select Board Office
2198 Main Street Brewster MA 02631

Dear Erika,

Please accept this as an addendum to our application to use Breakwater Beach Sundays July 2 – September 3, 2023 from 7:15 – 8:15 am.

As a small church we request a waiver of fees for the use of the beach on these days.

Please let me know if there is anything else you need from the church to expedite this request.

Best Regards,

A handwritten signature in black ink that reads "Kevin". The script is cursive and fluid.

Rev. Dr. Kevin Ryan

Archived: Friday, July 7, 2023 4:53:14 PM

From: [Donna Kalinick](#)

Sent: Friday, June 30, 2023 1:02:43 PM

To: [REDACTED]

Cc: [Erika Mawn](#)

Subject: Breakwater Beach request

Importance: Normal

Sensitivity: None

Dear Father Ryan, your request to use Breakwater Beach for summer services will be heard by the Select Board at their July 10th meeting. I can authorize use of the beach for the 7/2 and 7/9 with the following stipulations:

1. There is no "reserving" of parking spots and vehicles will need a parking pass if they remain beyond the service, starting at 9am, they are subject to parking fines without a permit.
2. I am not able to waive the fees that will be up to the Board. If they do not waive the fees retroactively, you would be responsible for \$100 use fees (\$50 per date) for 7/2 & 7/9
3. If you plan on having any temporary signage, you must apply to the Building Dept. you may not have any temporary signage without having done this step so no temporary signs for 7/2 as I assume this step has not happened
4. There will be additional comments from dept. heads for your review at the 7/10 Select Board meeting.

Sincerely, Donna

Donna J. Kalinick
Assistant Town Manager
Town of Brewster
508-896-3701 X1100

Town Offices are currently open Mon-Thursday, 8:30am to 4pm and Fridays by appointment. For further details, please visit our website at www.brewster-ma.gov.



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review. Submit to Town Manager's office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant/Property Owner:

Gary Thulander

Applicant's Address:

297 Shore Rd Chatham MA 02633

Section 2: Event Information

Type of Event:

Public farm-to-table Dinner

Location of Event:

CPA Farm - 3034 Main St. Brewster MA 02631

Date of Event & Proposed Times:

August 2, 2023 3-9pm

Type of Liquor to be served (beer, wine, both, etc.):

Beer, wine, liquor

Number of attendees anticipated:

150

Section 3: Server Information:

Server name, address, and phone #:

Isabelle Scarborough
3034 Main St. Brewster MA 02631

Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes No

*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *

Section 4: Additional Information:

Will food be provided? Yes No If yes, please contact the Health Department for a Temporary Food Permit.

Applicant Signature:

Date:

6/20/23



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

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ONE-DAY LIQUOR LICENSE**

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Section 1: Applicant Information

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd Chatham MA 02633</i>
Telephone # and Email Address: [REDACTED]

Section 2: Event Information

Type of Event: <i>Public farm-to-table Dinner</i>
Location of Event: <i>CBI Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>August 9, 2023 3-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, wine, liquor</i>
Number of attendees anticipated: <i>150</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Isabelle Scarborough 3034 main st. Brewster MA 02631</i> [REDACTED]
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

Will food be provided? Yes No If yes, please contact the Health Department for a Temporary Food Permit.

Applicant Signature: *[Signature]*

Date: *6/20/23*



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

APPLICATION FOR ONE-DAY LIQUOR LICENSE

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review. Submit to Town Manager's office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd Chatnam MA 02633</i>
Telephone # and Email Address: [REDACTED]

Section 2: Event Information

Type of Event: <i>Public farm to table Dinner</i>
Location of Event: <i>CBI Farm- 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>August 16²⁰²³ 3-9 pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, wine, liquor</i>
Number of attendees anticipated: <i>150</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Isabelle Scarborough 3034 main st. Brewster MA 02631</i> [REDACTED]
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

Will food be provided? Yes No If yes, please contact the Health Department for a Temporary Food Permit.

Applicant Signature: *[Signature]*

Date: *6/20/23*



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

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Section 1: Applicant Information

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd Chatham MA 02633</i>
Telephone # and Email Address: [REDACTED] ; <i>gthulander@chathambarstinn.com</i>

Section 2: Event Information

Type of Event: <i>Public farm-table Dinner</i>
Location of Event: <i>CPA Farm - 3034 Main St. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>August 23, 2023 3-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, Wine, Liquor</i>
Number of attendees anticipated: <i>150</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Isabelle Scarborough 3034 Main St. Brewster MA 02631</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

Will food be provided? Yes No If yes, please contact the Health Department for a Temporary Food Permit.

Applicant Signature: *[Signature]*

Date: *6/20/23*



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

APPLICATION FOR ONE-DAY LIQUOR LICENSE

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review. Submit to Town Manager's office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant/Property Owner:

Gary Thulander

Applicant's Address:

297 Shore Rd, Chatham MA 02633

Telephone # and Email Address:

[REDACTED]; gthulander@chathambarinn.com

Section 2: Event Information

Type of Event: Farm

Open House "Tomato Fest"

Location of Event:

CBI Farm - 3034 Main St. Brewster MA 02631

Date of Event & Proposed Times:

August 26, 2023 9am - 8pm

Type of Liquor to be served (beer, wine, both, etc.):

Beer, Wine, Liquor

Number of attendees anticipated:

150 (at one time) overall - 600

Section 3: Server Information:

Server name, address, and phone #:

Isabelle Scarborough 3034 Main St. Brewster
MA 02631

Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes No

*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *

Section 4: Additional Information:

Will food be provided? Yes No If yes, please contact the Health Department for a Temporary Food Permit.

Applicant Signature:

Date:

6/20/23



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review. Submit to Town Manager's office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>217 Shore Rd Chatnam MA 02633</i>
Telephone # and Email Address: [REDACTED]; <i>gthulander@chatnambarsinn.com</i>

Section 2: Event Information

Type of Event: <i>Public farm to table dinner</i>
Location of Event: <i>CPA Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>August 30, 2023 3-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, wine, liquor</i>
Number of attendees anticipated: <i>150</i>

Section 3: Server Information:

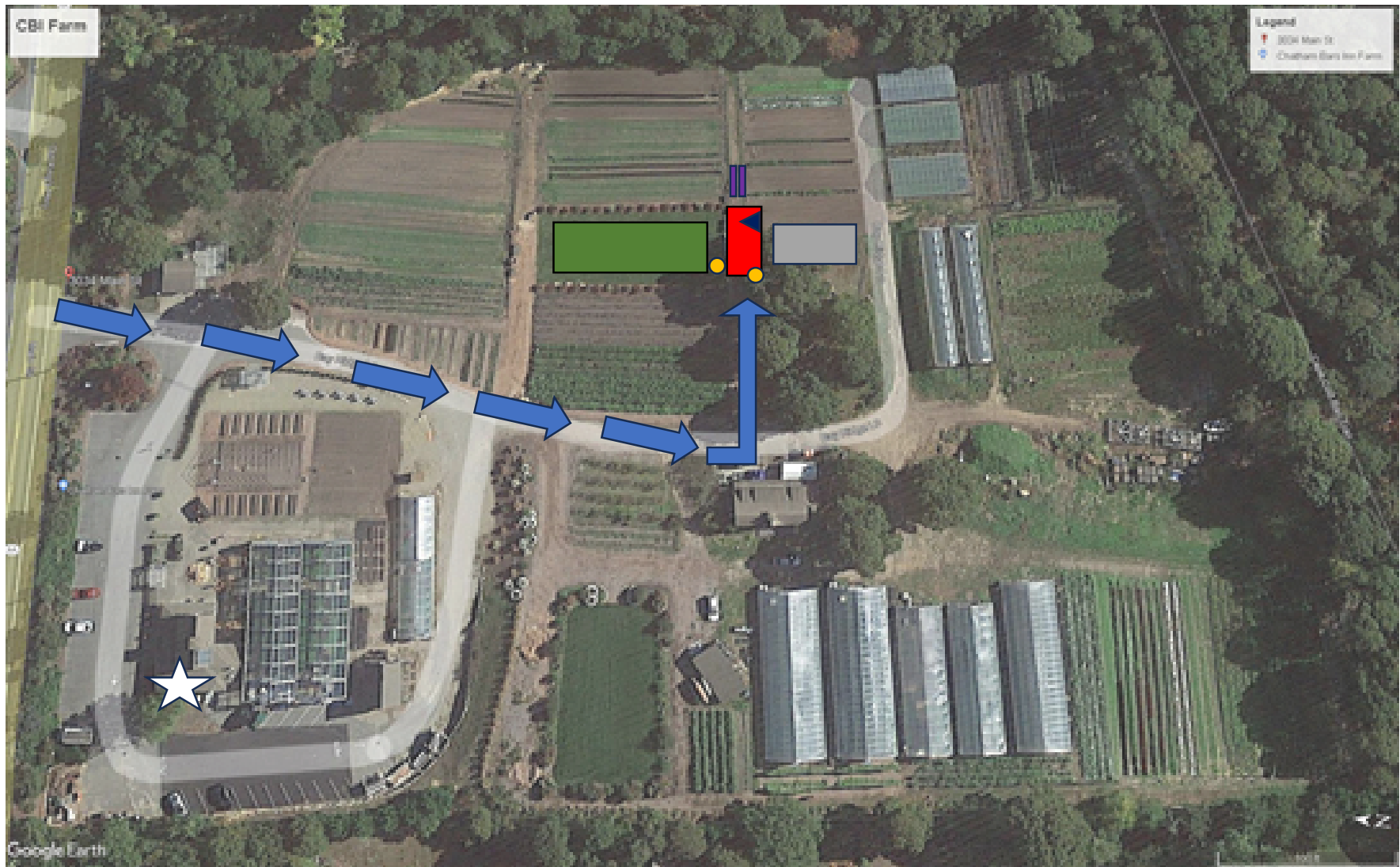
Server name, address, and phone #: <i>Isabelle Scarborough 3034 main st. Brewster MA 02631</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

Will food be provided? Yes No If yes, please contact the Health Department for a Temporary Food Permit.

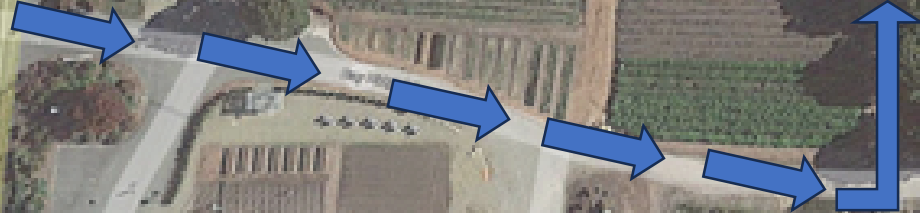
Applicant Signature: *[Signature]*

Date: *6/26/23*



CBI Farm

Legend
2024 Main St
Cushman Barn on Farm



Google Earth

Blue Arrows: Farm Truck arrives at 320pm with Cold Food. To the cooking tent (Red) Temperature logs are filled out before leaving hotel and when arriving at farm. Truck is unloaded with coolers and placed under counters that are shaded. Each cooler has an external thermometer.

Green Rectangle: Is the Event Lawn. Guests arrive for Meal at 530pm.

Yellow Circles: Are Handwashing Sinks with Hot water, one guest facing and one for kitchen team to wash hands.

Red Rectangle: is Cooks tent with 2 stainless steel tables.

Grey Rectangle: is used for Front of house team to bus tables and for dish team to pick up dirty plates.

Purple Rectangles: two big John grills.

White Star: is our Dishwashing room

Dark Blue Triangle: Hot Box



BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631
www.brewsterconservationtrust.org

23 June 2023

Ned Chatelain, Chair
Select Board
Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Mr. Chatelain,

On behalf of the Brewster Conservation Trust, we respectfully ask that the Brewster Select Board vote to approve the attached CR pursuant to M.G.L. 184, ss. 31-33. The CR has been previously reviewed and approved by the State EEA officials and following the Select Board's approval will be sent to the Secretary of the EEA for her signature.

The Stony Brook Road conservation restriction is for a property at 0 Stony Brook Road in Brewster (Map 36, Parcel 31). This 4.7-acre area to be protected is proximate to land already conserved in perpetuity, including the Paine's Creek Road Conservation Area, the Cape Cod Museum of Natural History Conservation Restricted property, the Smith Pond Conservation Area and the Dollar Pond Conservation Area. The property is designated as "Priority Habitats of Rare and Endangered Species" as well as Core Habitat for Rare Species and will preserve a freshwater marsh dominated by *Decodon verticullatis*, the sole host plant for egg-laying Water-willow Stem Borer moths.

The conservation restriction further outlines the ecological values (e.g., wildlife habitat, water resource protection, biodiversity, potential trail connectivity, climate resiliency), prohibited and permitted acts and uses, public access, and legal description of the premises. Preserving this property will ensure the many conservation benefits as described in the document. In addition, it continues a legacy of conservation efforts started by the current owner's mother, who along with her sisters donated the previously mentioned Smith Pond Conservation Area to BCT in 1988. A supplemental map has been attached to provide you with a wider look at the area.

Upon final approval of the CR, Orenda Wildlife Land Trust, Inc. will be granted the CR by The Compact of Cape Cod Conservation Trusts, Inc. (Grantor). We anticipate in the future that The Compact will transfer ownership to BCT to preserve this land in perpetuity.

Thank you in advance, and please let me know if you have any questions.

Sincerely,

Amy Henderson
Executive Director

0 Stony Brook Road (36-31)



GRANTOR: The Compact of Cape Cod Conservation Trusts, Inc.

GRANTEE: Orenda Wildlife Land Trust, Inc.

ADDRESS OF PREMISES: Lot 6, 0 Stony Brook Road, Brewster, Massachusetts, 02631

FOR GRANTOR’S TITLE SEE: Barnstable Registry District of the Land Court, Document #
noted on Certificate of Title # .

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC., a Massachusetts charitable corporation with an office address at 36 Red Top Road, Brewster, MA 02631 and a mailing address of P.O. Box 443, Barnstable, MA 02630, being the sole owner of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to **ORENDA WILDLIFE LAND TRUST, INC.**, a Massachusetts charitable corporation with an office address at 4011 Main Street, Cummaquid MA 02637 and a mailing address of P.O. Box 669, West Barnstable, MA 02668, its permitted successors and assigns (“Grantee”), for nominal consideration, **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in the Town of Brewster, Barnstable County, Commonwealth of Massachusetts containing the entirety of a 4.7-acre, more or less, parcel of land (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its

natural, scenic, or open condition, and available for passive outdoor recreational use and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Conservation Partnership. The fee interest in the Premises was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014 and Section 2A of Chapter 102 of the Acts of 2021, the conveyance of this Conservation Restriction. (*pending*)

Conservation Land Tax Credit. The fee interest in the Premises was acquired utilizing, in part, the Conservation Land Tax Credit Program CLTC#0528 pursuant to Section 6(p) of Chapter 62 and Section 38AA of Chapter 63 of the Massachusetts General Laws.

The Conservation Values protected by this Conservation Restriction include the following:

- **Open Space.** The Premises contributes to the protection of the scenic and natural character of Brewster and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises is proximate to land already conserved in perpetuity, including the 6-acre Paine’s Creek Road Conservation Area 160 feet to the west, and the ±65-acre Cape Cod Museum of Natural History Conservation Restricted property 270 feet to the west, as well as the 5-acre Smith Pond Conservation Area 240 feet to the east and the 12-acre Dollar Pond Conservation Area 330 feet to the east.
- **Soils and Soil Health.** The Premises includes a majority of Prime 2 and 3 Forest Land as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- **Wildlife Habitat.** The Premises is designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives. Protection of the Premises will preserve a freshwater marsh dominated by *Decodon verticullatis*, the sole host plant for egg-laying Water-willow Stem Borer moths, a State-Threatened species.
- **Public Access.** Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study.
- **Biodiversity.** The Premises is designated as Core Habitat for Rare Species as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, published in 2010 and updated in 2022, which was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.

- Water Quality. Protection of the forested landscape can help maintain water quality for public drinking water, and protection of wetland buffer vegetation can help maintain water quality within the watershed to Smith Pond and Stony Brook;
- Wetlands. The freshwater marsh wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws). Protection of the freshwater marsh will also preserve the population of *Decodon verticullatis*,
- Climate Change Resiliency. The Premises is identified as an area of slightly above average Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including above average Landscape Diversity and average Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions
- Consistency with Clearly Delineated Conservation Policys

A. Consistency with Clearly Delineated Barnstable County Conservation Policy.

Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a Regional Policy Plan ("RPP"), amended in 1996, 2002, 2009, 2012, 2018, and 2021 which provided, *inter alia* (references are to the 2018 RPP amended March 2021):

- "To protect, preserve, or restore wildlife and plant habitat to maintain the region's natural diversity" (Wildlife and Plant Habitat Goal, p. 61); and
 - "Maintain existing plant and wildlife populations and species diversity."
- "To maintain a sustainable supply of high quality untreated drinking water and protect, preserve, or restore the ecological integrity of Cape Cod’s fresh and marine surface water resources." (Natural Systems Goals, p.97), and
 - "Protect and preserve groundwater quality."
 - "Protect, preserve and restore fresh water resources."
- "To protect, preserve, or restore the quality and natural values and functions of inland and coastal wetlands and their buffers." (Wetland Resources Goals, p.61), and
 - "Protect wetlands and their buffers from vegetation and grade changes"
 - "Protect wetlands from changes in hydrology."
 - "Protect wetlands from stormwater discharges."
- "To conserve, preserve, or enhance a network of open space that contributes to the region's natural and community resources and systems" (Open Space Goal, p. 61);
 - "Protect and preserve natural, cultural, and recreational resources;"

- "Maintain or increase the connectivity of open space;"
- "Protect or provide open space appropriate to context."

This Conservation Restriction will advance each of these objectives by protecting important wetland habitat and buffer that provides valuable habitat for a diverse array of wildlife species, protects the water quality of the freshwater wetlands and protects groundwater quality. The Open Space Goal will be served by expanding the existing protected open space.

B. Consistency with Clearly Delineated Town of Brewster Conservation Policy.

Protection of the Premises will further the Town of Brewster's documented goals regarding conservation of land. The Town of Brewster updated its *Open Space and Recreation Plan* in 2021, identifying policies and actions to guide conservation efforts; including:

- "Provide open space and recreation opportunities that maintain Brewster's rural character and small coastal community identity and support a sustainable local economy as a center for ecotourism" (Goal 2, p. 124), further:
 - "Acquire and preserve lands with significant scenic, historical, cultural and/or archeological value."
 - "Acquire and protect upland wooded, open field, coastal, and wetland parcels that preserve and enhance community character."
- "Preserve and enhance habitat diversity and protect marine and fresh water resources to maintain their important ecological function and values to the community." (Goal 3, p.124), further:
 - "Protect marine and freshwater resources from pollution and degradation"
 - "Protect open space for the purpose of preserving Brewster's unique and fragile ecological habitats and augment the Town's network of wildlife corridors."

Protecting the Premises from development supports the Town's goals for maintaining open space, preserving the rural and scenic character of the area, and protecting habitat diversity and fresh surface waters.

C. The Town of Brewster has adopted a Conservation Restriction Program ("CRP"), consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1989, to encourage the use of conservation restrictions as a means of "preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public" in perpetuity. The Program further specified that purposes of a conservation restriction could include the following:

- preserve important natural habitats; and,
- limit or prevent construction on land of natural resource value.

This Conservation Restriction therefore aligns well with the Town of Brewster's *Conservation Restriction Program*.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of “Conservation Purposes” as defined in 26 CFR 1.170A-14(d)(1), because its conservation would contribute to the preservation of open space located adjacent to several other parcels already conserved, including two owned by the Brewster Conservation Trust; and,
- Historic and Archaeological Resources. Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises. The protection of the Premises preserves 181 feet of historic stone wall frontage on Stony Brook Road, a town Scenic Road in the Old Kings Highway Regional Historic District. Three cellar holes, lined roughly with foundation stones of dressed granite, sit at the southeast corner of the parcel near Stony Brook Road. These holes are considered to represent the former residence and “shoe shop” (blacksmith shop) of F. Winslow of the mid-1800s, as shown on the 1858 and 1880 County Atlas. Massachusetts Historical Commission believes the site likely to have high archeological sensitivity.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, wind turbine, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;

6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential, Commercial, or Industrial Uses. Using the Premises for residential, commercial or industrial purposes;
12. Inconsistent Uses. Using the Premises for Purposes that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A, the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that no stockpiling or composting shall take place within one-hundred (100) feet of a wetland;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to three (3) feet in width overall, with a treadway up to five (5) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in land management activities as permitted herein;
9. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, , nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9 provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right as of the Effective Date (see Paragraph XII) was determined to be ten percent (10%). Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record it in the Barnstable Registry District of the Land Court, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee

agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Brewster and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable Registry District of the Land Court.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Barnstable Registry District of the Land Court.

XIII. NOTICES

Stony Brook Road CR, Brewster, MA

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: The Compact of Cape Cod Conservation Trusts, Inc.
P.O Box 443
Barnstable, MA 02630

To Grantee: Orenda Wildlife Land Trust, Inc.
P.O. Box 669,
West Barnstable, MA 02668

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) title “*Stony Brook Road CR Baseline Report*”, and dated _____ prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee’s rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. The following signature pages are included in this Grant:

Grantor – The Compact of Cape Cod Conservation Trusts, Inc.

Grantee Acceptance – Orenda Wildlife Land Trust, Inc.

Approval of Town of Brewster Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Stony Brook Road CR, Brewster, MA

WITNESS our hands and seals this ____ day of _____, 2023,

By: _____

Leonard W. Johnson

Its: President, duly authorized

By: _____

Henry Lind

Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Leonard W. Johnson, President of The Compact of Cape Cod Conservation Trusts, Inc., and Henry Lind, Treasurer of The Compact of Cape Cod Conservation Trusts, Inc., and proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

ACCEPTANCE OF GRANT

The forgoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc., was accepted by Orenda Wildlife Land Trust, Inc., this _____ day of _____, 2023.

By: _____
Daniel Morast

Its: President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Daniel Morast, President of Orenda Wildlife Land Trust, Inc., and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CERTIFICATE OF VOTE

I, Lisa Nagel, duly elected Clerk of the Orenda Wildlife Land Trust, Inc., hereby certify that at a meeting of the Board of Directors duly called on the ____ day of _____ 2023, at which meeting, acting throughout upon motion duly made and seconded, a quorum being present, it was unanimously

VOTED: that Daniel Morast, President of Orenda Wildlife Land Trust, Inc., be and hereby is authorized in the name of Orenda Wildlife Land Trust, Inc., to accept a Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. on its property at 0 Stony Brook Rd, Brewster, MA 02631, this execution thereof shall be sufficient evidence of the Board of Directors' approval.

I further certify that Daniel Morast is the duly elected President of Orenda Wildlife Land Trust, Inc., and that I am the duly elected Clerk and that said vote is still in full force and effect.

A true copy.

Attest:

Lisa Nagel, Clerk
Orenda Wildlife Land Trust, Inc.

Date: _____, _____

APPROVAL OF TOWN OF BREWSTER SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Brewster, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. to The Orenda Wildlife Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BREWSTER SELECT BOARD

Cynthia Bingham

David Whitney

Edward Chatelain

Mary Chaffee

Kari Hoffmann

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. to the Orenda Wildlife Land Trust, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Stony Brook Road CR, Brewster, MA

EXHIBIT A

Description of the Premises

The land in Town of Brewster, Massachusetts, containing 4.7 acres, +/-, shown as Lot 6 on a plan of land titled "*Subdivision Plan of Land in Brewster*", dated February 1, 1988, by Schofield Brothers, Inc., Surveyors, and filed in the Land Registration Office in the Registry District of Barnstable County as Land Court Plan 14603-C.

For Grantor's Title see Barnstable Registry District of the Land Court Document # _____, noted on Certificate of Title # _____.

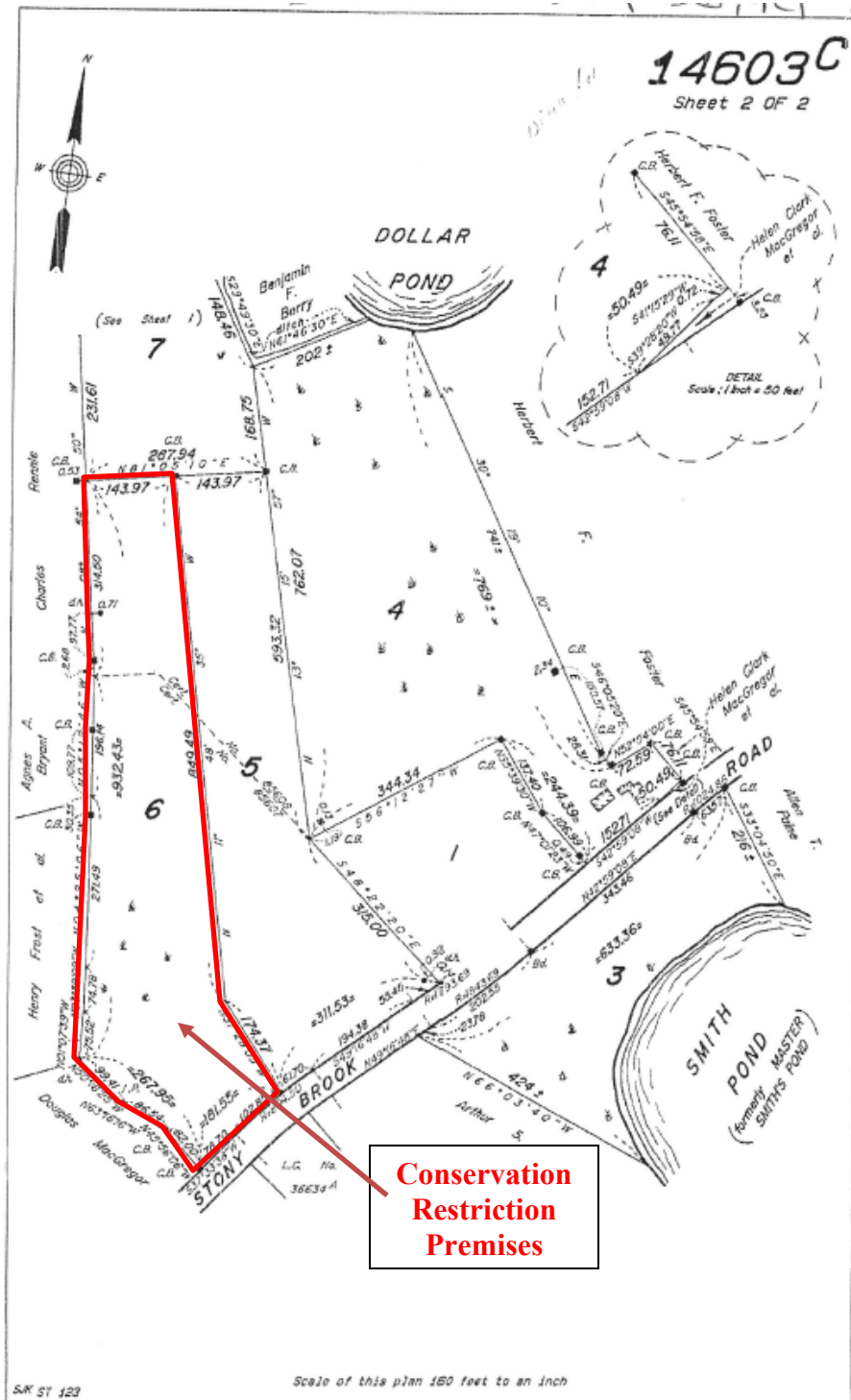
Town of Brewster Assessors Map 36, Lot 31.

Street Address: Lot 6, 0 Stony Brook Rd, Brewster, MA 02631

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Barnstable Registry District of the Land Court, Plan # 14603-C .



APPROVAL OF TOWN OF BREWSTER SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Brewster, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc. to The Orenda Wildlife Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BREWSTER SELECT BOARD

Cynthia Bingham

David Whitney

Edward Chatelain

Mary Chaffee

Kari Hoffmann

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:



TOWN OF BREWSTER

DEPARTMENT OF NATURAL RESOURCES
1657 MAIN STREET
BREWSTER, MA 02631

PHONE: (508) 896-4546 SHELLFISH@BREWSTER-MA.GOV

Memo:

To: Brewster Select Board
From: Chris Miller, Ryan Burch
cc: Peter Lombardi
Date: 6/27/23
Re: Request for a Commercial Shellfish Permit

The Town of Brewster General Commercial Shellfish Regulations allow Commercial Permits to be issued from April 1 thru May 30 with a valid transaction card issued by the Massachusetts Division of Marine Fisheries.

The Brewster Natural Resource Department received an email on May 30th from Tanner Cornell inquiring about Commercial Shellfish Permits for commercial quahogging. Mr. Cornell had indicated that he was waiting for his transaction card from the MA Division of Marine Fisheries. On June 9, 2023 Mr. Cornell dropped off all of the required documents for a Brewster Commercial Shellfish Permit.

Mr. Cornell is requesting to purchase a Commercial Shellfish Permit outside of the dates listed above.

The Natural Resource Department would support this one-time request based on the time frame the request was submitted. Mr. Cornell was involved in the Commercial Razor Clam Fishery as a student endorsement holder and would like to continue commercial shellfishing despite the fact the razor clam fishery has been closed the last two years.

The reason for the Commercial Shellfish Permit time frame, was to restrict the sale of permits based on a profitable scallop season. Mr. Cornell is trying to target quahogs, which is a fishery that does not have a boom and bust harvest season.

Respectfully submitted,

Natural Resources



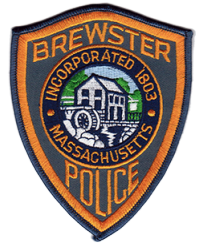
BREWSTER POLICE DEPARTMENT

Chief Heath J. Eldredge

631 Harwich Road

Brewster, Massachusetts 02631

Phone 508-896-7011 www.brewsterpolice.org Fax 508-896-4513



Honorable Select Board,
Town Hall,
2198 Main Street,
Brewster, MA 02631

June 21, 2023

Honorable Board,

I respectfully request a dangerous dog hearing for the dog owned by Andrew and Katherine Muchunguzi be held pursuant to MGL Ch 140, s.157.

Attached please find reports of three (3) incidents, two (2) of which are dog bites, involving "Mina", a two (2) year old spayed female white, with black spot over one eye, medium sized mix breed type dog, owned by Katherine Muchunguzi of 96 Huckleberry Lane, Brewster, MA and Andrew Muchunguzi of 168 Barnstable Road, Apt #8C, Hyannis, MA.

On January 6, 2023 "Mina" was running loose in the Huckleberry development and the owners could not catch the dog. "Mina" bit another resident of Huckleberry Lane breaking the skin.

On April 28, 2023 "Mina" was running loose on Huckleberry Lane and would not let the neighbors exit their vehicle to get to their residence. The dog owner's son was attempting to catch the dog but could not do so.

On Thursday June 8, 2023 "Mina" bit a twelve (12) year old boy who ran by her at the Huckleberry basketball court. The bite broke the skin. "Mina" was on leash at the time.

The dog is not currently licensed.

Respectfully,

Lynda Brogden-Burns
Animal Control Officer/Animal Inspector

"In Partnership With Our Community"



Brewster Police Department
Case Report

Incident #: 23-6461-OF
Call #: 23-6461

Date/Time Reported: 06/08/2023 1711
Report Date/Time: 06/09/2023 1232
Status: No Crime Involved

Reporting Officer: Animal Control LYNDIA BROGDEN-BURNS

Signature: _____

EVENTS(S)

LOCATION TYPE: Park/Playground Zone: AREA TWO
96 HUCKLEBERRY LN
BREWSTER MA 02631

1 Animal Complaint

VICTIM(S)

SEX RACE AGE SSN PHONE

1 PARKINSON, JAYDEN * * ** NOT AVAIL *****
108 HUCKLEBERRY LN

DOB: *****
EMPLOYER: *****
ETHNICITY: *****
RESIDENT STATUS: Resident
VICTIM CONNECTED TO OFFENSE NUMBER(S): 1

On Thursday June 8, 2023, at approximately 5:10PM, SHAMAE ESTERINE of 108 Huckleberry Lane, Brewster called the Brewster Police Department to report that her son had been bitten by the dog that resides at 96 Huckleberry Lane yesterday, Wednesday June 7, 2023. She told the dispatcher that she does not know the owner of the dog and she is taking her son to Fontaine Medical to have the wound treated today. She stated that her son was bitten on the back of his left leg. She could not describe the dog as it was inside the residence when she went over to speak with the owner and she did not know if the dog was current on his rabies vaccine.

On Friday June 9, 2023 I called and spoke with SHAMAE ESTERINE. She stated that on Wednesday evening, sometime between 6:00 and 7:00PM, her twelve (12) year old son, JAYDEN PARKINSON, was playing basketball at the Huckleberry Lane court. Her neighbor's son was also there playing basketball and his father was there with a white dog on leash near the court. As JAYDEN got close to the gentleman the dog jumped up at JAYDEN and ripped his shirt and bit him on the leg. She stated the bite wounds broke the skin. She took JAYDEN to Fontaine Urgent Call the following evening for treatment. I explained the quarantine procedure to Ms. ESTERINE and told her that I would place the dog on a ten day quarantine.

On Friday June 9, 2023 I called and spoke with ANDREW MUCHUNGUZI. He stated that he took his dog, "Mina", out for a walk and he stopped at the basketball court to talk with his son. As he was talking with his son another boy (JAYDEN) ran close by chasing a basketball and "Mina" lunged at him. Mr. MUCHUNGUZI said it happened very quickly and he pulled "Mina" back. He said he looked at the boy's leg and it looked like "Mina" had scratched him with her nail. JAYDEN told him he was okay and went back on the court. A little while later JAYDEN and his mother, SHAMAE ESTERINE, knocked on his door and showed him that JAYDEN had some wounds a bit higher up on his leg which had also broken the skin. Mr. MUCHUNGUZI said "Mina" had a three (3) year rabies vaccine at the MSPCA on September 22, 2022 which is current until September 22, 2025. (He later sent me a photograph of the rabies certificate).

On Friday June 9, 2023 at approximately 1:10PM I met with Mr. MUCHUNGUZI at 96 Huckleberry Lane and observed the dog. I placed "Mina", a spayed female two (2) year old white with black spot over one eye medium sized mix breed type dog, on a ten (10) day quarantine at the residence per MGL Ch. 129, s. 21 and issued the Order of Quarantine in hand to Mr. MUCHUNGUZI.

On Tuesday June 20, 2023 at approximately 12:30PM I met with Mr. MUCHUNGUZI at 96 Huckleberry Lane. He told me that "Mina" was tied up in the back yard and, as I must see the dog to release her from quarantine, we walked around to the rear of the house where "Mina" was supposedly secured to a tie out cable. I observed that one end of the cable was attached to "Mina's" collar but the other end was not attached to anything. I pointed this out to Mr. MUCHUNGUZI and he said he did not know how that could have happened and he secured the dog. I explained to him that if I had not noticed that the end of the cable was not attached to anything there was nothing preventing "Mina" from running at large again.

"Mina" was alive and appeared healthy and I released her from quarantine.

Respectfully submitted,
Lynda Brogden-Burns
Animal Control Officer/Animal Inspector



Brewster Police Department
Case Report

Incident #: 23-216-OF
Call #: 23-216

Date/Time Reported: 01/06/2023 0811
Report Date/Time: 01/09/2023 0925
Status: No Crime Involved

Reporting Officer: Animal Control LYNDA BROGDEN-BURNS
Approving Officer: Lieutenant JONATHON OLEARY

Signature: _____

Signature: _____

EVENTS(S)

LOCATION TYPE: Highway/Road/Alley/Street Zone: AREA TWO
84 HUCKLEBERRY LN
BREWSTER MA 02631

1 Animal Complaint

VICTIM(S)

SEX RACE AGE SSN PHONE

1 BERRY, RAVEN * * ** NOT AVAIL *****
95 HUCKLEBERRY LN

DOB: *****
EMPLOYER: *****
ETHNICITY: *****

RESIDENT STATUS: Resident
VICTIM CONNECTED TO OFFENSE NUMBER(S): 1

On Friday January 6, 2023 I was dispatched to Huckleberry Lane, Brewster for a report of a loose dog. The reporting party stated she believed the dog may have nipped someone and the dog owners were currently trying to catch the dog.

On arrival, I observed a lady following a medium sized white dog with a black spot over one eye. She identified herself as KATHERINE MUCHUNGUZI of 96 Huckleberry Lane, Brewster. She said the dog, "Mina", had escaped from the house and she had not been able to catch her. She was yelling for her son, SETH ASIIMWE, to come and help her. I exited the vehicle and attempted to assist them in catching the dog. "Mina" continued to run away from her owners and me and was running around the Huckleberry development.

While we were trying to capture "Mina" dispatch advised me that a person was at the Fontaine Urgent Care in Harwich and was being treated for a dog bite from "Mina". The physician was requesting information about the dog's rabies vaccination status. I asked KATHERINE MUCHUNGUZI and she said "Mina" was up to date on all her vaccinations.

KATHERINE MUCHUNGUZI and her son, SETH ASIIMWE, started arguing and having a heated and loud verbal confrontation about the dog and the dog's lack of training. I requested a Police Officer come to the area.

We continued to attempt to catch the dog. "Mina" went back around the Huckleberry circle and was near KATHERINE MUCHUNGUZI's house but would not go inside and still would not go to her owners. I gave SETH a can of dog food and the dog came close to him, grabbed the can and ran around with it. She ate the food and then left the can on the ground. I picked up the can and gave it back to SETH and told him to try to get the dog to follow him into the house. At this time "Mina" came close to me and bit me on the right leg. The bite did not break the skin but caused some bruising.

Eventually "Mina" went up to the neighbor across the street's front door. They opened the door and the dog went inside. I gave SETH a leash and he and his mother went in to get the dog. They brought "Mina" outside and took her into their residence and secured her in a crate.

I advised KATHERINE MUCHUNGUZI that as "Mina" had bitten a person and broken the skin I would be placing the dog on a ten day quarantine per MGL Ch. 129, s21 at her residence. I told her that the dog must stay inside her residence at all times except for quick leash walks in their yard for the dog to relieve itself. KATHERINE MUCHUNGUZI stated she understood the quarantine. I placed "Mina", a female, one and a half (1 ½) year old, white with a black spot over one eye, medium sized, mix breed type dog on a ten day quarantine and issued KATHERINE MUCHUNGUZI and ANDREW MUCHUNGUZI, wife and husband, the Order of Quarantine. It was served in hand to KATHERINE MUCHUNGUZI.

When I returned to the Police Station I called the Brewster Veterinary Hospital and was told that "Mina" was seen on October 8, 2021 and was given a one year rabies vaccination which expired on October 8, 2022.

"Mina" was not licensed in Brewster in 2022 and has not been licensed so far this year.

I then called the dog bite victim, RAVEN BERRY of 95 Huckleberry Lane, Brewster. She stated her mother was dropping her off at the house this morning. They saw the dog running loose and the owner trying to catch the dog. She went inside with some of her things and as she was coming back out to get the rest of her things and say goodbye to her mother she was aware that KATHERINE MUCHUNGUZI was saying something to her. Ms. BERRY told me she processes things slowly and thinks KATHERINE MUCHUNGUZI was telling her to go back into the house but she didn't realize it at that moment. Ms. BERRY said the dog came over to her and looked like it was going to play and looked like it was having fun. Suddenly and without warning the dog bit her on the leg. Feeling that she was closer to the car than her house she got into the car with her mother to get away from the dog. She said she didn't think the bite was serious until she pulled up her pant leg and saw blood and a puncture wound. She went to Fontaine Urgent Care for

treatment.

While talking with Ms. BERRY I explained the quarantine procedure and advised her that I had placed the dog on a ten day quarantine at the residence. Ms. BERRY stated she was sorry and didn't want to cause any trouble. I advised her it was not her fault. She said she has seen the dog loose a couple of times in the past but it does not run loose often. She also said the MUCHUNGUZI's are good with the dog and she wants them to keep their dog.

I called the Brewster Housing Authority, who controls the development, and spoke with Betty. She said the MUCHUNGUZI's do not have permission to have a dog. The housing authority spoke with KATHERINE MUCHUNGUZI and she said the dog belongs to her husband, ANDREW MUCHUNGUZI and that it does not live with her full time. I advised Betty of the dog running loose in the Huckleberry development today, and biting someone, and that the dog was now on a ten day quarantine at 96 Huckleberry Lane.

On Monday January 16, 2023 I went to 96 Huckleberry Lane and met with Ms. MUCHUNGUZI. She invited me inside and showed me the dog who was in a crate. "Mina" was alive and appeared healthy. I released the dog from quarantine. I advised Ms. MUCHUNGUZI that the dog was not current on her rabies vaccination at the Brewster Veterinary Hospital. She called her husband, ANDREW MUCHUNGUZI, and put him on speaker phone. He stated "Mina" had a rabies vaccination a few months ago at the MSPCA in Centerville. I advised the MUCHUNGUZI's that they should consider getting a basket style muzzle to put on "Mina" when she was outdoors or if new people were in their house. I gave Ms. MUCHUNGUZI a printout with different types of basket muzzles. She stated that ANDREW used to have one for the dog and her daughter stated the dog chewed it up. Ms. MUCHUNGUZI said ANDREW has an electric collar for the dog also. She said "Mina" listens to him but not to her. I told Ms. MUCHUNGUZI that she needs to register the dog with the Brewster Housing Authority and to license the dog in Brewster. She said that the dog lives with her husband and stays with her when he is out of the country. I advised her that the dog needed to be licensed in the town where it resides and that she should contact the Housing Authority to find out what she needs to do to have permission to house the dog while her husband is away.

Respectfully submitted,
Lynda Brogden-Burns
Animal Control Officer/Animal Inspector



Brewster Police Department
Case Report

Page: 1
06/21/2023

Incident #: 23-4830-OF
Call #: 23-4830

Date/Time Reported: 04/28/2023 0817
Report Date/Time: 04/28/2023 1043
Status: Incident Open

Reporting Officer: Animal Control LYNDA BROGDEN-BURNS

Signature: _____

#	OFFENSE(S)	ATTEMPTED	TYPE
	LOCATION TYPE: Highway/Road/Alley/Street 95 HUCKLEBERRY LN BREWSTER MA 02631	Zone: AREA TWO	
1	TOWN BY-LAW, DOG UNRESTRAINED 140/173A	N	Ordinance
	140 173A OCCURRED: 04/28/2023 0830 REFER TO CITATION#: AC-3216 FINE: 25.00		

On Friday April 28, 2023 I was dispatched to Huckleberry Lane in response to a 911 call regarding a dog running loose. JANE LANCASTER of 47 Bay Ridge Road, Orleans called to report that a dog was running loose and going up to her vehicle. She stated this same dog had attacked her daughter in the past and they can not get out of the vehicle to get into their residence. She stated the dog owner was attempting to catch the dog but could not get her.

On arrival I was met by the reporting party, Ms. LANCASTER. She was in her vehicle along with her daughter, RAVEN BERRY of 95 Huckleberry Lane, Brewster, and another person. Ms. LANCASTER stated that she was dropping her daughter off at her residence before going to work. When she pulled into the driveway she observed the white (with black spot) Mix Breed type dog owned by the MUCHUNGUZI's of 96 Huckleberry Lane running loose. SETH ASIIMWE, KATHERINE MUCHUNGUZI's son, was attempting to catch the dog but it would not go to him. Ms. LANCASTER stated her daughter had been bitten by the same dog when being dropped off before (See case #23-216 January 6, 2023) and she was afraid to get out of the vehicle to get to the residence.

I observed the dog, "Mina", running loose around the Huckleberry Development. SETH ASIIMWE was attempting to catch the dog but she would not come to him. Brewster Police Officer Marshall arrived and we escorted Ms. BERRY safely to her residence. I gave SETH ASIIMWE a can of dog food to tempt "Mina" but he was still unable to catch the dog. "Mina" ran down the road to see another dog being walked on leash but she still would not allow anyone to get a hold of her. Eventually "Mina" followed SETH into a neighbors house and he was able to get the dog on a leash. He walked the dog back to his residence and secured the dog in a crate inside the residence.

SETH ASIIMWE stated he had just come back from college. He opened the door to the residence and "Mina" bolted past him and was running around the neighborhood. He said "Mina" only listens to his father. I advised him that I would be issuing a citation for the dog running loose.

When I returned to the Police Station BETTY RANKIN of the Brewster Housing Authority called and spoke with me. She stated she had heard that the MUCHUNGUZI's dog had been loose. She said that KATHERINE MUCHUNGUZI does not have permission to have the dog at the residence or on the property. Ms. RANKIN was aware of the incident on January 6, 2023 at that time and knew the dog was being housed at the residence. At that time KATHERINE MUCHUNGUZI stated that the dog lived with her husband, ANDREW MUCHUNGUZI, in Hyannis and that she looks after the dog when he is out of the country. Ms. RANKIN stated that the Housing Authority would send a letter to Ms. MUCHUNGUZI.

I then called ANDREW MUCHUNGUZI. ANDREW stated that as he works in Orleans and does not have a lot of free time the dog stays with KATHERINE in Brewster. He said he does not have time for the dog and admitted they did not train the dog well when she was a puppy. (She is now one and a half years old). Mr. MUCHUNGUZI said he had contacted dog trainers but they were all busy and he was not able to get any help. He has talked to the family about finding "Mina" another home but they want to keep her, even though they don't walk her or train her. He stated KATHERINE loves the dog but doesn't do anything with her. I advised him that KATHERINE does not have permission to have the dog on the Housing Authority property and that he will need to keep the dog with him in Hyannis. He is considering surrendering the dog to the MSPCA or Animal Rescue League. Mr. MUCHUNGUZI stated, as he did in January, that the dog was vaccinated against rabies by the MSPCA. I asked him to bring a copy of the rabies certificate to the Police Station or to email me a copy. I also advised him that he needed to license the dog if he keeps her.

On Friday April 28, 2023 I went back to 96 Huckleberry Lane. On my arrival I observed that "Mina" was tied outside by the front door. KATHERINE MUCHUNGUZI came outside to talk with me. She said she did not know that "Mina" had been loose earlier and said that the dog has not been loose since I spoke with her in January. I advised Ms.

MUCHUNGUZI that as the dog was running loose in the road and around the development I was issuing a citation

(#3216). Ms. MUCHUNGUZI signed the citation and I gave her a copy in hand. I explained her options regarding payment or requesting a hearing. I also advised Ms. MUCHUNGUZI that she did not have Housing Authority permission to have the dog at the property. She insisted she filled out the necessary paperwork when they got the dog. I advised her to contact the Housing Authority and she stated she would wait to hear from them. I also advised her the dog must be licensed by State Law and that she should have a copy of the dog's rabies vaccination certificate.

Respectfully submitted,
Lynda Brogden-Burns
Animal Control Officer/Animal Inspector

Ad Preview

SEL/96 HUCKLEBERRY LN.
LEGAL NOTICE
TOWN OF BREWSTER –
DOG HEARING
Select Board

In accordance with MGL Chapter 140, Section 157 and Chapter 86 of the Code of the Town of Brewster, the Brewster Select Board will hold a public hearing on Monday, July 10th, 2023, at 6:00pm in order to investigate complaints of a nuisance or dangerous dog housed at 96 Huckleberry Lane, Brewster, MA. This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. As a courtesy only, access to the hearing is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest should make plans for in-person vs. virtual attendance accordingly.

Members of the public who wish to access the hearing remotely may do so in the following manner:

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 890 9291 0526 Passcode: 509224

To request to speak: Press *9 and wait to be recognized.

Zoom Webinar:
<https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09>
Passcode: 509224

To request to speak: Tap Zoom "Raise Hand", then wait to be recognized.

AD#8983657
Cape Codder 6/30, 7/7/23



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
brewster-ma.gov

Office of the:
Select Board
Town Manager

June 29, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
FIRST CLASS MAIL

Katherine Muchunguzi
96 Huckleberry Lane
Brewster, MA, 02631

Dear Ms. Muchunguzi:

On Monday July 10, at 6:00 p.m. in Room A of the Brewster Town Office Building, 2198 Main St., Brewster, MA, the Brewster Select Board, will hold a public hearing in accordance with Massachusetts General Laws, Chapter 140, Section 157 and Chapter 86 of the Code of the Town of Brewster, to determine whether the dog owned and/or kept by yourself in the Town of Brewster is a Nuisance Dog or Dangerous Dog as those terms are defined in said statute. This Notice is based on a written complaint that a dog known as “Mina”, has been allowed to roam loose and unattended and that she has bitten and threatened several neighbors.

In accordance with its statutory authority, the Select Board will conduct a public hearing, which shall include an examination of the complainant under oath, and based on the credible evidence and testimony presented, it may make such findings and order concerning the restraint of said dog as may be deemed necessary, which may include an order that the dog be humanely euthanized.

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses. You may be represented by an attorney at your own expense. You may make an appointment to examine the public records in the Town’s file on this matter during regular business hours.

If you have questions related to the hearing please call our Office at 508-896-3701, ext 1100

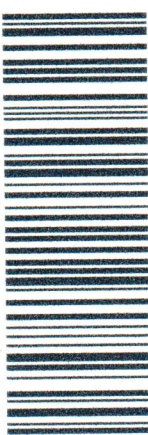
Sincerely,

Erika Mawn
Executive Assistant, Select Board/Town Manager

US POSTAGE and PITNEY BOWES
 ZIP 02631 \$ 004.75⁰
 02 4W
 0000364552 JUN 30 2023



CERTIFIED MAIL[®]



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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Katherine Muchnyzci</u>	
Street and Apt. No., or PO Box No. <u>96 Huckleberry Lane</u>	
City, State, ZIP+4® <u>Brewster, MA 02631</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Town of Brewster
 Town Administrator's Office
 2198 Main Street
 Brewster, MA 02631

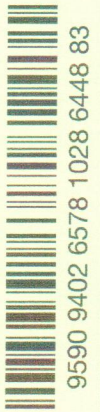
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Katherine Muchonyuzi
96 Huckleberry Lane
Brewster, MA 02631



9590 9402 6578 1028 6448 83

2. Article Number (Transfer from service label)

7021 0350 0000 0857 5863

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail (over \$500)
- Insured Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail®

- A receipt (this portion of the card) is retained for a specified period.
- A record of delivery (including electronic verification of delivery).
- A unique identifier for year.
- Electronic verification of delivery.
- First-Class Mail®, First-Class Mail® service, or Priority Mail® service.
- Certified Mail service is international mail.
- Insurance coverage is in addition to the insurance coverage that applies to certain Priority Mail items. For an additional fee, an endorsement on the mailpiece may be purchased.
- Return receipt services: You can request a handwritten receipt, an electronic version, or a complete PS Form 3811. Receipt attach PS Form 3800, April 2015

Local Regulation of Nuisance and Dangerous Dogs

Effective on October 31, 2012, An Act Further Regulating Animal Control” (the “Act”) substantially revised the procedures for responding to complaints about nuisance and vicious dogs pursuant to the provisions of G.L. c. 140, §157. To simplify the detailed process, attached is a two-page summary of the new standards and process.

The Regulatory Framework

Pursuant to the prior version of G.L. c.140, §157, municipal officials responded to complaints that dogs were “nuisance[s] by reason of vicious disposition or excessive barking or other disturbance”. However, the statute failed to define these terms or otherwise establish appropriate remedial action in the event a dog was found to be a nuisance.

The Act addresses this issue in part. Specifically, the Act deletes the phrase “nuisance by reason of vicious disposition or excessive barking or other disturbance” and replaces it with, and defines, the terms “attack”, “nuisance dog” and “dangerous dog”. Additionally, the statute explicitly excludes certain factors or circumstances as bases for a finding that a dog is dangerous, including, for example, the fact that a dog is a particular breed, or a situation in which a dog was protecting its offspring or owner. Further, the Act proposes seven specific remedies for ameliorating nuisances caused by dangerous dogs. Importantly, while these amendments provide guidance as to how to resolve dog complaints, the Act continues to provide local officials with sufficient discretion to protect the public safety based upon particular facts.

Proceedings at the Local Level

Under the prior and current versions of G.L. c.140, §157, the process for determining whether a dog is a nuisance begins with a written complaint. The Act now gives municipalities greater flexibility in delegating responsibility for handling dog complaints by expanding the list of officials authorized to address complaints to include: mayors in cities; boards of selectmen in towns; or, in any city or town, the chief or commissioner of the police department, or their designee, or other person charged with the responsibility of handling dog complaints.

Upon receipt, the hearing authority is required to investigate or cause the investigation of the complaint. The investigation must include an examination of the complainant under oath. While it was common for municipalities to conduct such examination at a public hearing, the Act now requires the complaint be decided based upon “credible evidence and testimony presented at [a] public hearing in the municipality.” As with other types of adjudicatory hearings, although the formal rules of evidence

will not apply, we recommend that all witnesses be sworn and the proceedings be recorded for use in the event of an appeal.

The hearing authority should proceed in two steps. First, there must be a determination of whether the dog is a nuisance or dangerous. In making this determination, the hearing authority will be guided by the new definitions set forth in the Act. If the hearing authority decides the dog is not a nuisance or dangerous, the inquiry ends and the hearing authority must dismiss the complaint.

If the hearing authority deems the dog a nuisance, it may “further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.” As with the prior version of the statute, the Act does not establish any parameters for such remedial action, if any, but rather, it leaves the response to the complaint to the discretion of the hearing authority. In contrast, if the hearing authority deems the dog dangerous, it shall order one or more of the seven remedies ranging from restraint to euthanization. The list includes remedies commonly invoked by municipalities, and allows the hearing authority discretion to decide on an appropriate combination most suited to the facts of a particular case. However, the Act strictly prohibits the common practice of “banishment”, i.e. ordering removal of a dog from the municipality in which its owner or keeper resides. Further, the Act codifies the common law rule prohibiting the regulation of dogs in a manner that is specific to breed.

Appellate Procedure

The Act does not alter past practice relative to appeals. The owner or keeper of a dog aggrieved by a hearing authority’s decision may file an appeal in the local district court within ten days after issuance of the order. The initial hearing on the appeal is before a district court clerk magistrate who shall hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. Either party aggrieved by the decision of the clerk magistrate may then request a *de novo* hearing before a justice of the district court, who may, based upon the credible evidence and testimony presented at trial dismiss the complaint ,or deem the dog a nuisance or dangerous dog. Although the Act states that the decision of the court after a *de novo* hearing is final and conclusive upon the parties, the Appeals Court found that the same language in the prior version of the statute provides for a further appeal to Superior Court pursuant to the provisions of G.L. c. 249, §4.

The Act does, however, provide municipalities with significantly greater enforcement authority during the pendency of the appeal by authorizing a petition to the district court for an order of impoundment. The district court may issue such an order upon a finding of probable cause that the dog is dangerous. The Act requires the owner to pay the costs of impoundment if the municipality prevails in the appeal and authorizes the municipality to recover such costs through a lien on the owner’s real estate or as an additional surcharge on the owner’s motor vehicle excise tax.

Enforcement

The Act provides enhanced penalties for the failure to comply with a municipal or court order. If an owner or keeper of a dog violates an order issued under G.L. c.140, §157, the dog is subject to seizure and impoundment by a law enforcement or animal control officer and the owner or keeper may be subject to criminal penalties or prohibited from licensing a dog within the Commonwealth for up to five years. The Act also authorizes the issuance of fines for failure to comply with such orders – a fine of not more than \$500.00 or imprisonment for not more than 60 days, or both, for a first offense and a fine of not more than \$1,000.00 or imprisonment for not more than 90 days or both for a second or subsequent offense. The Act also prohibits anyone over 17 with “actual knowledge” that a dog has been deemed dangerous from allowing a child under 17 to own, possess or have the care or custody of such dog, and further requires a dog’s dangerousness be disclosed prior to transfer of possession or ownership.

In summary, the Act makes substantial revisions to the process for addressing vicious dog complaints. We recommend, therefore, that any municipal hearing authority addressing such complaints carefully review the revised definitions and procedures to ensure any action taken is consistent with the new statutory requirements.

Please contact Gregg Corbo at gcorbo@k-plaw.com or 617.556.0007 with further questions.

NUISANCE AND DANGEROUS DOGS G.L. c. 140, § 157

Important Definitions:

“Attack” - an aggressive physical contact initiated by an animal.

“Dangerous dog” – a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.

“Nuisance dog” – a “dog that: (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one’s quiet and peaceful enjoyment; or (iii) has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under the circumstances.

Sample Motions for Hearing Authority:

Nuisance Complaint:

Not a Nuisance Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find the dog complained of is not a nuisance dog and that the complaint be dismissed; or

Is a Nuisance Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find the dog complained of is a nuisance dog by reason of [choose one or more of the three reasons listed above in the definition of “Nuisance dog”]

Dangerousness Complaint:

Not a Dangerous Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is not a dangerous or nuisance dog and that the complaint be dismissed; or

Is a Dangerous or Nuisance Dog:

Nuisance Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is a nuisance dog by reason of [choose one or more of the three reasons listed above in the definition of “Nuisance dog”]; or

Dangerous Dog: I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is a dangerous dog by reason of [choose one or both of the reasons listed above in the definition of “Dangerous dog”].

Remember that a determination that a dog is dangerous **cannot** be: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was

reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- the dog was protecting itself, its offspring, another domestic animal or a person from attack;
- the person attacked or threatened was committing a crime upon the person or property of the owner or keeper of the dog;
- the person attacked or threatened was teasing or otherwise provoking the dog; or
- at the time of the attack or threat, the person or animal attacked or threatened had breached an enclosure or structure in which the dog was kept apart from the public.

Further, be aware that if the person attacked or threatened is under the age of 7, a rebuttable presumption exists that such person was not committing a crime, provoking the dog or trespassing.

Remedies:

Nuisance Complaint: If the hearing authority deems a dog a nuisance dog, the hearing authority may, in its discretion, order the owner or keeper of the dog to take action to ameliorate the nuisance behavior.

Dangerousness Complaint: If the hearing authority deems a dog a dangerous dog, it shall order one or more of the following remedies be imposed:

- (i) that the dog be humanely restrained, but not chained, tethered or otherwise tied to an inanimate object including a tree, post or building;
- (ii) that the dog be confined to the premises of its owner or keeper, either indoors or outdoors properly sheltered from the elements in a securely enclosed and locked pen or dog run area with a secure roof and, if the enclosure has no floor, with sides not less than 2 feet embedded into the ground;
- (iii) that when removed from the premises of the owner or keeper, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;
- (iv) that the owner or keeper provide documented proof of no less than \$100,000 insurance for claims resulting from intentional or unintentional acts of the dog, or of reasonable efforts to obtain such insurance if a policy has not been issued;
- (v) that the owner or keeper provide the licensing authority, animal control officer or other entity identified in the order, information by which a dog may be identified, including, for example, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of information;
- (vi) that the dog be altered so it is unable to reproduce, unless its owner or keeper provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition; or
- (vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous be removed from the town or city in which the owner of the dog resides.

Be reminded that the sample votes and proposed remedies set forth herein may serve as the basis for actual votes or remedial orders, but any actual votes or remedial orders must be prepared on a case-by-case basis in light of the specific facts at issue and in conformance with applicable statutory language.

BREWSTER HOUSING AUTHORITY

HUCKLEBERRY LANE

RESIDENTS HANDBOOK

MISSION STATEMENT

The Brewster Housing Authority is committed to providing safe,
Decent and affordable housing for families and senior citizens
And single special needs individuals of low and moderate
Income.

The rules and policies printed in this handbook are put into effect and are
incorporated into your lease, per Section IX(Q) and Section XIX.

removal at its elderly development first and move to Huckleberry Lane as soon as they are able to safely get to the property. Brewster Housing Authority assumes no responsibility when residents attempt to drive or walk during inclement weather. We encourage residents not to go out after a storm unless it is absolutely necessary. Please see the full policy at the end of this handbook.



PETS: There is a Pet Policy for Huckleberry Lane. You MAY NOT have a pet until and unless you receive permission from the housing authority, have signed a Pet Rider, and have made a security deposit. Pet sitting is NOT ALLOWED, unless you have received prior permission from the housing authority. If you wish to have a pet, contact the Executive Director to start the process. Only one pet, per household, is allowed.

SECURITY: Security is a growing concern in all communities. The security of all residents depends in part upon the cooperation and vigilance of each resident and their guests. Please help us by being an active member of the community and reporting to the police or the office any activities that are unusual or might be a cause for concern. Always identify the person coming to your apartment before you permit them to enter. Admit only your guests. When entering or leaving your apartment check the doors to make sure that they are securely locked. Please turn on your exterior lights during the nighttime hours. If you observe anyone acting suspiciously, immediately call the Police Department, and then notify the BHA office.



PEACE AND QUIET/NOISE: Please respect your fellow resident's right to Peace and Quiet. A development reflects its occupants – you and your neighbor have a right to privacy and freedom from annoyance. A mutual respect and consideration for one another will insure that all occupants enjoy living here. If you are having an issue with someone disturbing you, please try to talk to that person about the problem. If, after doing so, you still feel like you are being disturbed, you may contact the housing authority office for mediation or to place a formal complaint. A simple and reasonable rule of thumb is to observe "Quiet Hours" from 9:00 P.M. to 9:00 A.M. Refrain from using any loud and noisy appliances (i.e. vacuum) and reduce the volume on TV's, radios, computer, & police scanners between those hours. It is expected that tenants would not hold noisy gatherings in his/her home or permit a disturbance or activity that would cause annoyance or discomfort to his/her neighbors. If you have a noise complaint that needs to be immediately addressed, please call the Brewster Police Department and then notify the office as soon as you are able to.

BREWSTER HOUSING AUTHORITY

11 Frederick Court, Brewster, MA 02631

Tel: 508-896-9800

Fax: 508-896-4050

June 15, 2023

Katherine Birungi
96 Huckleberry Lane
Brewster, MA 02631

COPY

Dear Ms. Birungi:

It has been brought to my attention that you have a dog residing in your unit. Please be advised, dogs are not allowed on housing authority property without written permission from the Executive Director. As of the date of this letter, you have not provided a written request for permission to have a dog, and therefore, Brewster Housing Authority has not authorized a dog for your family at this time. Additionally, as the dog has bitten two people and is off leash, Brewster Housing Authority considers this dog to be vicious and must be removed from your unit and Brewster Housing Authority property immediately.

Sincerely,

Jennifer Haskell

Jennifer Haskell
Assistant Director

Archived: Friday, July 7, 2023 2:08:51 PM

From: [Jackie](#)

Mail received time: Thu, 6 Jul 2023 19:08:22

Sent: Thursday, July 6, 2023 3:08:23 PM

To: [Erika Mawn](#) [Ned Chatelain](#) [Mary Chaffee](#)

Subject: Meeting 7/10 @ 6:00 - Huckleberry Ln Dog Bite

Importance: Normal

Sensitivity: None

Good afternoon,

My name is Jane Lancaster, I am Raven Berry's mother. Raven was bitten by the dog on Huckleberry Lane, and I was witness to it. I'm forwarding pictures to help inform you of the injuries sustained during the attack.

The two punctures:

Small puncture on right calf

Large puncture on the outside right calf

We are unable to attend the hearing in person but hope these pictures help. Is there any way to join the meeting via Zoom? If are no remote methods, could you please tell us how to follow up on this?

My phone number is [REDACTED] and you can always reach me at this email as well.

Thank you very much,

Jane (my friends call me Jackie)











BREWSTER POLICE DEPARTMENT

Chief Heath J. Eldredge

631 Harwich Road

Brewster, Massachusetts 02631

Phone 508-896-7011 www.brewsterpolice.org Fax 508-896-4513



Recommendations for Muchunguzi Dog Hearing

I recommend that the Muchunguzi's dog, "Mina", a two (2) year old spayed female white, with black spot over one eye, medium sized mix breed type dog, be deemed a Nuisance Dog per MGL Ch. 140, s. 157.

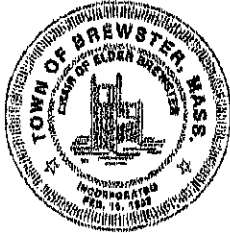
I recommend the Muchunguzi's keep their dog, "Mina", securely confined indoors or, whenever the dog is outdoors, the dog shall be securely and humanely muzzled and restrained on a leash not exceeding six (6) feet and under the control of a responsible adult.

Further, if "Mina" is left unsupervised outdoors she must be humanely muzzled and tethered or, confined in a securely enclosed pen or dog run area according to the regulations set forth in MGL Ch. 140, s.174E.

I recommend that the Muchunguzi's provide "Mina" with professional dog training.

The Muchunguzi's must keep the dog's rabies vaccination current and the dog must be licensed annually in the Town where it is kept.

Respectfully,
Lynda Brogden-Burns
Animal Control Officer/Animal Inspector



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fees: \$50

**APPLICATION FOR
COMMON VICTUALLER LICENSE**

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review. Submit to Town Manager's office or licenses@brewster-ma.gov

Section 1: Applicant Information

Applicant's Name: BREWSTER RICO, LLC
Applicant's Address: 239 UNDERPASS ROAD, BREWSTER, MA 02631
Telephone # and Email Address: [REDACTED]

Section 2: Business Information

Name of Establishment: RICO	
Address of Business: 239 UNDERPASS ROAD, BREWSTER, MA 02631	
Name of Business Manager and Phone #: BERNARDO P. MACEDO	
Hours of Operation 11 AM - 8 PM	Seating Capacity: 35
Description of Business and Purpose: 35 SEAT RESTAURANT SERVING MEXICAN CUISINE. DINE-IN AND TAKE-OUT OPTIONS ARE AVAILABLE	

Please note that the premises must be inspected by the Building Department, Health Department and Fire Department before the Select Board will review the application. All municipal taxes must be paid prior to the license approval.

Please submit the following with your application:

- Copy of lease or deed
- Copy of floor plan
- Copy of Menu
- Copy of Business Structure Documents (Articles of Organization, LLC Agreement, Partnership Agreement, Business Certificate)

**Friday/Saturday: 11AM-9PM*

Applicant Signature: _____

Date: _____

06/26/23

COMMERCIAL REAL ESTATE LEASE

This Lease Agreement ("Lease") is executed as of July 1, 2023 by and between: **MIAMI STUFF, LLC**, with an address of P.O. Box 128, South Harwich, Massachusetts 02661 ("Landlord"), and **BREWSTER PICO, LLC**, with an address of 239 Underpass Road, Brewster, Massachusetts 02631 ("Tenant"). The parties agree as follows:

- 1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building, parking spaces and all other improvements located at 239 Underpass Road, Brewster, Massachusetts 02631 (herein the "Premises").
- 2. TERM.** The lease term shall be two (2) years, commencing at 12:01 AM on July 1, 2023, and ending at 11:59 PM on June 30, 2025.
- 3. LEASE PAYMENTS.** The Tenant shall pay to the Landlord rent in the total sum of Ninety-Six Thousand and 00/100 Dollars (\$96,000.00) (herein the "Base Rent"), payable in advance in monthly installments of \$4,000.00.

All payments to be made by the Tenant to the Landlord as rent hereunder shall be made by the Tenant to the Landlord on or before the first day of each calendar month.

- 4. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Tenant agrees to accept possession of the building and improvements in its present condition.

All property of every kind which may be on said demised unit during the term hereof shall be at the sole risk of Tenant or those claiming under Tenant and the Landlord shall not be liable to Tenant, or to any person claiming under Tenant, for any injury, loss or damage to any person or property in or upon said demised Premises, or upon the parking lot contiguous thereto, except if such loss, injury or damage was caused by an intentional or wrongful act, omission, or default on the part of the Landlord or any of its agents, contractors, customers, or employees. Tenant hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, and to save Landlord harmless therefrom. It is further especially understood and agreed that Landlord shall not be liable for any failure of water supply, gas supply, or electric current, or for injury or damage which may be sustained to person or property by Tenant or any person claiming under Tenant, caused by or resulting from steam, electricity, gas, water, rain, ice or by snow or other liquid, which may leak or flow from or into any part of said building or caused by the breakage, leakage, obstruction or other defect of pipes, wiring, appliances, plate glass, plumbing or lighting fixtures of the same, or by the condition of said Premises or any part thereof, or from any other source or by any other cause whatsoever, whether the said damage or injury shall be caused by or be due to the negligence of Landlord, Landlord's agents, servants, or employees, except if such loss, injury or damage was caused by an intentional or wrongful act on the part of the Landlord or any of its agents or employees.

5. USE OF PREMISES. Tenant may use the Premises for the operation of a restaurant providing both in-person dining and take out. The Premises may not be used for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except, however, that Landlord shall have the right to withhold such consent if, in the sole discretion of Landlord, such other purposes or uses are deemed by Landlord to conflict or be incompatible with any other tenants, or Landlord's scheme of operation.

6. DEFAULTS. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performances of any of its covenants herein contained, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within fourteen (14) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for fourteen (14) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases, after the expiration of the aforesaid fourteen (14) day period, Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claiming through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

7. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing by hand to the other party or its agent in charge, or forwarded by first class mail, postage prepaid, addressed as follows:

LANDLORD:

Name: MIAMI STUFF, LLC

Address: P.O. Box 128, South Harwich, MA 02661

TENANT:

Name: BREWSTER PICO, LLC

Address: 239 Underpass Road, Brewster, MA 02631

Such addresses may be changed from time to time by either party by providing notice as set forth above.

8. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, by mutual agreement and if the writing is signed by the party obligated under the amendment.

9. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

11. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

12. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. LATE PAYMENTS. Tenant shall pay a late fee equal to three percent (3%) of rent due for each payment that is not paid within seven (7) business days after its due date. Tenant agrees to pay Landlord interest at a rate of ten percent (10%) per annum (or the maximum rate permitted by applicable law, whichever is less) on all unpaid rent, additional rental or other sums due hereunder that are not paid when such amounts are due and payable. Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount then due under this Lease, including any and all late charges, interest and attorneys' fees that may then be due from Tenant in accordance with the express terms of this Lease.

14. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a payment for the Holdover Period equal to one-tenth of the annual rent set forth in the preceding Lease Payments paragraph, calculated as to the then-current year, for each month or portion thereof that Tenant

holds over. Such holdover shall constitute a month-to-month extension of this Lease, but shall not in any event create a new or renewed tenancy.

15. NON-SUFFICIENT FUNDS. Tenant shall be charged and agrees to pay \$100.00 for each rent check that is returned to Landlord for lack of sufficient funds, as well as any bank charges suffered by Landlord. Landlord reserves the right to require that all future rental payments be made in the form of cashiers' checks or certified funds.

16. MAINTENANCE, REPAIRS, AND ALTERATIONS. Landlord's obligations for maintenance shall include maintaining the structure of the building in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Tenant or those for whose conduct the Tenant is legally responsible.

Tenant's obligations for maintenance shall include maintaining the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Tenant shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall obtain written consent of the landlord, which shall not be unreasonably withheld, and the Town of Brewster before erecting any sign on the Premises.

With the exception of those items set forth herein that are required to be repaired by Landlord, Tenant, during the Term of this Lease or any extension or renewal of this Lease, shall, at its sole cost and expense, make all repairs as shall be reasonably necessary to keep the Premises, and any portion of the building under Tenant's exclusive control, in good condition and repair, normal wear, loss by fire or other casualty not caused by Tenant, Tenant's employees, agents or contractors and condemnation excepted. Tenant further agrees that all damage or injury of whatever nature done to the Premises by the Tenant or by Tenant's employees, agents, licensees, or invitees shall be repaired by Tenant at its sole cost and expense. Tenant shall not suffer or permit any liens to be filed against the Premises or any portion thereof or against Tenant's leasehold estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Tenant or anyone claiming by, through or under Tenant. If any such lien shall be filed, Tenant shall, within thirty (30) days after notice from Landlord of the filing thereof, either cause such lien to be vacated and canceled of record or, if Tenant in good faith determines that such lien should be contested, furnish such security, by surety bond or otherwise, as may be necessary or prescribed by Laws to release the lien and prevent any foreclosure of such lien during the pendency of such contest.

Tenant shall make no alterations or other improvements to the Premises without Landlord's prior written consent, and shall provide Landlord with plans for any such alterations. Unless otherwise agreed, all such approved alterations and other improvements shall be made by Landlord at Tenant's sole expense and shall become the property of Landlord and be surrendered with the Premises upon the expiration of this Lease. Landlord may, at Landlord's option, require Tenant to remove any or all such alterations, improvements, decorations and furnishings, and repair any damage to the Premises resulting from such alterations, upon the expiration or earlier

termination of this Lease. Tenant shall, at Tenant's sole expense, obtain any and all permits necessary for any such alterations. Notwithstanding anything to the contrary contained herein, in no event shall Tenant effectuate any structural or non-cosmetic improvements or alterations to the Premises that in any way could materially diminish the appraised value of the Premises.

17. UTILITIES AND SERVICES. Tenant shall be responsible for all utilities which service or may service the Premises, including but not limited to water/sewer, electric service, telephone, internet, cable television and gas.

Tenant shall also be responsible for rubbish removal and snow plowing of Premises.

18. INSURANCE. In addition to Workers Compensation insurance as required by law, Tenant shall maintain business owner's liability insurance with limits of at least as follows:

General Aggregate	\$2,000,000.00
Liability and Medical Expenses (per occurrence)	\$1,000,000.00
Liquor Liability (each common cause/aggregate)	\$1,000,000.00/\$2,000,000.00

Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

Landlord shall maintain fire and extended coverage insurance at the Premises, at limits deemed reasonable by Landlord.

19. SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

20. ASSIGNMENT AND SUBLEASE. This Lease may not be assigned by the Tenant, nor shall there be a sublease of the Premises by the Tenant, without written consent of the Landlord, which consent may be withheld for any reason. In the case of any sublease of the Premises, Tenant shall remain responsible for compliance with all terms and conditions of the Lease.

Tenant shall further have the right, without Landlord's prior written consent, to assign or sublet the Premises to: (i) any business entity which, at the time of such assignment or lease, controls, or is controlled by or is under common control with Tenant or holds the majority of the Tenant's stock; (ii) any business entity which succeeds Tenant as a result of merger, consolidation or reorganization of Tenant; or (iii) any entity which purchases substantially all of the assets of Tenant at the Premises, or to which Tenant is mandated by governmental requirement as a condition of any merger, consolidation purchase or sale to transfer to divest itself of all of the deposits located at the Premises. All of the foregoing under (i), (ii), and (iii) above shall hereinafter be referred to as "Business Assignments". Tenant shall provide Landlord written notice of any such Business Assignment.

21. COMPLIANCE WITH LAWS. Tenant shall comply with all federal, state, and local governmental laws, ordinances, and regulations applicable to the use of Premises, and shall

promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all such applicable laws. Any and all such improvements or alterations may be made only with Landlord's express prior consent, as set forth in Section 16. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all applicable laws, and that Tenant shall not store or use on the premises any hazardous substances as the same may be defined by any applicable law. Tenant agrees, warrants, and represents that it will comply with all legal requirements and exercise best practices as to storage of flammable materials, proper daily housekeeping, and maintain the Premises in a good and safe condition at all times.

22. LANDLORD'S LIEN. Landlord shall have a statutory landlord's lien and in addition, is hereby given an express landlord's lien as security for the fixed rent herein reserved, as well as any of the other charges or expenses elsewhere hereinabove or hereinafter designated as "additional rent" upon all of the goods, wares, chattels, implements, fixtures, furniture, tools, machinery and other personal property which Tenant now or at any time hereafter owns and placed in or upon the demised Premises.

23. DESTRUCTION OF PREMISES AND FORCE MAJEURE. If the Premises shall be damaged or destroyed in whole or in part by fire, casualty or other causes covered by Landlord's insurance, Landlord shall promptly and diligently restore the Premises to their condition immediately prior to such destruction or damage, provided that, in Landlord's reasonable estimation, such repairs can be made within sixty (60) days of such destruction or damage. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Premises made by Tenant to the condition thereof prior to such destruction or damage. If, in Landlord's reasonable estimation, the Premises cannot be restored within sixty (60) days of such damage or destruction, Landlord at its option shall, by written notice to Tenant given within sixty (60) days after the date of such fire or other casualty, either (i) elect to repair or restore such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease (other than the obligation of Tenant to pay any and all items of rent as the same become due under the applicable provisions of this Lease) so long as such performance or undertaking is prevented, delayed, or hindered by a strike, lockout, labor dispute, civil commotion, act of God, or any other cause outside and beyond such party's control.

24. ESTOPPEL CERTIFICATE. Upon Landlord's request, Tenant shall execute and deliver to the Landlord, within ten (10) days from Tenant's receipt of said request a statement in writing certifying that this Lease is in full force and effect, and setting forth the dates to which the rent and any other charges have been paid, and such statements so delivered to the Landlord may be relied upon by any prospective purchaser of, or by any holder or prospective holder of a mortgage or other security interest in the building of which the Premises are a part. Tenant's

failure to deliver such statements within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no defaults in Landlord's performance, and that not more than one (1) rental payment has been paid in advance.

25. LANDLORD'S RIGHT TO ENTER THE PREMISES. Landlord shall retain duplicate keys to all doors of the Premises. Tenant shall not change the locks on any entrance to the Premises, nor add additional locks, without Landlord's express consent and without providing keys for the same to Landlord. Upon Tenant's written request to Landlord, Landlord will make a reasonable change of locks on behalf of Tenant at Tenant's sole cost and expense. Landlord and its agents, employees and independent contractors shall have the right to enter the Premises at all times in the event of an emergency, and at reasonable hours to make repairs, additions, alterations, and improvements that are required by this Lease or are otherwise performed with Tenant's prior consent; to exhibit the Premises to prospective purchasers, lenders or tenants, but Landlord may enter to exhibit the Premises to prospective tenants only during the last twelve (12) months of the Term or following any event of default for as long as such event of default remains uncured; and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder. Landlord agrees to use reasonable efforts to minimize any interference with Tenant's business caused by such entry. Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Premises as shall be reasonably practicable under the circumstances, and shall make a good faith effort to provide Tenant with notice of twenty-four (24) hours. During such time as such work is being carried on in or about the Premises, payments provided herein shall not abate and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof.

26. QUIET ENJOYMENT. Landlord represents and warrants that it has the full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or disturbance from Landlord, subject to the terms and provisions of this Lease, inclusive of the right of the Landlord to enter, as set forth in Section 25.

27. INVALIDITY OF CERTAIN PROVISIONS. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

28. RENEWAL RIGHT. Tenant will be granted one (1) two (2) year lease extension with the said extension term to commence on July 1, 2025 (the "Renewal Term Commencement Date"). Tenant shall exercise the option described herein by giving the Landlord written notice of its intention to exercise the option to renew (the "Renewal Intention Notice") not later than the day which is three (3) months prior to the expiration date (the "Renewal Term Commitment Date"). The right of Tenant to renew this Lease shall be conditional upon that there shall be no Event of Default (i) at the time the Renewal Intention Notice is submitted or (ii) as of the Renewal Term Commitment Date. This renewal right is further subject to the Landlord and

Tenant coming to an agreement on the amount of the lease payments during the extension period. Should the parties be unable to agree upon the amount of the lease payments, this renewal right shall terminate and the lease will expire at the end of the lease term specified in Paragraph 2 above.

All other terms, covenants, and conditions of this Lease shall continue in full force and effect during the Renewal Term unless otherwise agreed at the time by the Landlord and the Tenant.

Executed as a sealed instrument as of the 1st day of July, 2023.

LANDLORD: MIAMI STUFF, LLC

By: _____, Manager

TENANT: BREWSTER PICO, LLC

By: _____, Manager



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001640038

The date of filing of the original certificate of organization: 2/27/2023

1.a. Exact name of the limited liability company: GUAPOS TACO SHACK, LLC

1.b. The exact name of the limited liability company as amended, is: BREWSTER PICO, LLC

2a. Location of its principal office:

No. and Street: 239 UNDERPASS RD.
 City or Town: BREWSTER State: MA Zip: 02631 Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS THE OWNERSHIP AND MANAGEMENT OF A RESTAURANT AND TO OTHERWISE ENGAGE IN ANY LAWFUL ACT OR ACTIVITY PERMITTED BY M.G.L. C. 156C.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BERNARDO P. MACEDO
 No. and Street: 28 SANDY MEADOW WAY
 City or Town: EASTHAM State: MA Zip: 02642 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	THOMAS R. KENNEDY JR.	PO BOX 128 SOUTH HARWICH, MA 02661 USA
MANAGER	PATRICIA KENNEDY	PO BOX 128 SOUTH HARWICH, MA 02661 USA
MANAGER	BERNARDO P. MACEDO	28 SANDY MEADOW WAY EASTHAM, MA 02642 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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SOC SIGNATORY	JAMES M NORCROSS	166 CROWELL ROAD CHATHAM, MA 02833 USA
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8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BERNARDO P. MACEDO	28 SANDY MEADOW WAY EASTHAM, MA 02642 USA
REAL PROPERTY	THOMAS R. KENNEDY JR.	PO BOX 128 SOUTH HARWICH, MA 02661 USA
REAL PROPERTY	PATRICIA KENNEDY	PO BOX 128 SOUTH HARWICH, MA 02661 USA

9. Additional matters:

10. State the amendments to the certificate:

THE NAME OF THE LLC HAS BEEN CHANGED TO BREWSTER PICO, LLC

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

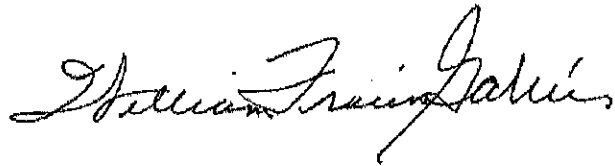
**SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of June, 2023,
JAMES M. NORCROSS , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

June 15, 2023 03:41 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



SALAD

GFV MEXICAN CHOPPED SALAD \$16

romaine, edamame, onion, olives, grilled corn, tomato, bell pepper, cojita cheese, sweet & hot honey vinaigrette

SIDES

GF Mexican Rice	\$6
GF Black Beans	\$6
GF Pico de Gallo	\$7
GF Guacamole	\$10
GF Salsa	\$5
GF Fries	\$7
GF Tortilla Chips	\$6

- GF** Gluten free
- GFV** Gluten free + vegetarian
-  Vegan
-  Contains shellfish

SAUCES

Birria Al Pastor Broth	\$2
Buffalo Sauce	\$2
Caper Aioli	\$2
Cilantro Chipotle Sauce	\$2
Honey Habanero Sauce	\$2
House made Smoked BBQ Chipotle	\$2
Ranch	\$2
Smoked Chimichurri Aioli	\$2
Spicey Honey Vinaigrette	\$2
Yogurt Lime	\$2

PICO'S



TACO SHACK

239 UNDERPASS RD.,
BREWSTER, MA 02631
PICOSBREWSTER.COM
774-487-1004

SERVED DAILY FROM:

SUNDAY-THURSDAY

11AM-8PM

FRIDAY-SATURDAY

11AM-9PM



BEVERAGES

Coca Cola	\$5
Soda Cola Mexicane	\$5
Jarrito Orange Mandarin	\$4
Jarrito Pineapple	\$4
Jarrito Citrus Lime Flavor	\$4
Jarrito Tamarind	\$4
Red Bull	\$7
Orange Fanta	\$5
Panna Water	\$5
San Pellegrino Sparkling	\$5

SHACK SNACKS

GF AVOCADO BITES	\$16
fresh fried & served with cilantro chipotle sauce for dipping	
GF CHICKEN TENDERS & FRIES	\$16
served with house made ranch	
GF CHICKEN WINGS	\$17
house fried chicken wings served with honey habanero sauce	
GF COWBOY NACHOS	\$20
Cowboy butter ribeye, melted pepper jack cheese, jalapeño, red bell pepper, black olives, grilled corn, pico de gallo	

Please let us know about any dietary restrictions or allergies.

GF STREET CORN (ELOTE)	\$12
authentic Mexican street corn (off the cob), cotija cheese spread, house spices & scallions	
GF CHIPS	\$6
house fried chips	
GF SALSA	\$5
Pico's signature salsa roja	
GF GUACAMOLE	\$10
Pico's signature guacamole	

TACOS

with chips & salsa
3 corn shell tacos per order

GF RIBEYE TACO	\$22
Cowboy butter ribeye tacos with guac, pico de gallo & house smoked chimichurri aioli	
GF BAJA FISH TACO	\$18
tempura fried cod tacos, cabbage, pico de gallo	
GF BIRRIA AL PASTOR	\$22
braised al pastor pork tacos, pepper jack cheese, cilantro & onions, with al pastor broth for dipping	
GF GROUND BEEF TACO	\$17
ground beef tacos with pico de gallo, shredded pepper jack cheese, shredded lettuce	

GF VEGGIE TACO	\$16
veggie tacos with black beans, grilled corn, guacamole, cojita cheese	
GF CHICKEN TACO	\$16
grilled chicken tacos with pico de gallo, shredded lettuce & shredded pepper jack cheese	

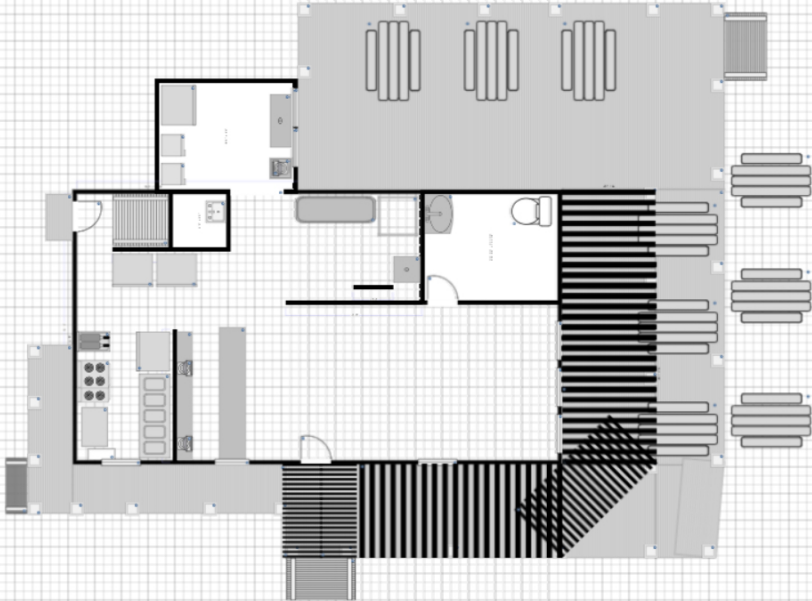
LARGER PLATES

PICO'S BURRITO	\$21
black beans, Mexican rice, guacamole & pico de gallo	
choice of: grilled chicken, steak, ground beef, shrimp, pork, veggie	

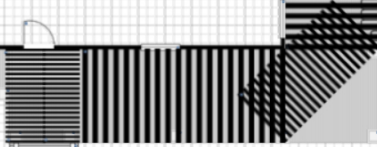
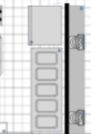
C SURF 'N' TURF BURRITO	\$24
Cowboy steak, citrus shrimp, black beans, Mexican rice, guacamole, pico de gallo	

CAPE COD FISH 'N' CHIP BURRITO	\$23
Cape Cod Potato Chip crusted cod, French fries, pickled cabbage, caper aioli	

PICO'S BURGER	\$18
Wagyu beef, pepper jack cheese, lettuce, guacamole, pico de gallo, house made chipotle sauce, on potato bun	



X = 24.7" Y =



Date: July 5, 2023

From: Amanda Bebrin, Chair, Bay Property Planning Committee

To: Ned Chatelain, Chair, Select Board

Subject: Brewster Town Open House & Volunteer Appreciation Event, September 2023

To Ned and the Select Board:

At our June 6th meeting, the BPPC discussed and expressed support for an event at the Bay Property this fall. As you know, the BPPC is charged with interim uses (as well as long-term planning) and has provided opportunities for the public to access the property through a variety of events. Since First Light Beach and the Brewster Community Pool are summer amenities, the Committee is trying to find ways to use the property in the off-season as well, where feasible.

I serve on the BPPC as the representative from Vision Planning, which is working on the draft Local Comprehensive Plan (LCP). Actions in the Governance building block talk about volunteer recruitment for town boards and committees, and prioritizing volunteer appreciation for all the people who currently contribute their time and talents to running our wonderful town.

The intersection of these two threads is the event the BPPC is proposing: a town “open house” and volunteer appreciation event, tentatively scheduled Saturday, September 30th, 2023. The morning portion would be a “job fair”-style open house, where boards and committees can host tables and speak with residents about their charges and current projects. We can flag which committees have vacancies, and residents would have an opportunity to speak with current members to get a feel for the work and if it’s a good fit for them.

With 40+ boards and committees in town, this is a great opportunity to showcase how many people are involved in deliberating on, and moving forward, Brewster’s many priorities and projects. The afternoon portion would be an appreciation luncheon for our wide range of volunteers, thanks to whom we are able to make critical decisions all year round. Our town’s culture of civic engagement and responsibility is nowhere more evident than in this group of people, and an afternoon of celebration and accolades is very much warranted.

I am happy to answer any questions you have, and look forward to working together to bring this to fruition for all of Brewster’s benefit and enjoyment.

Donna Kalinick

From: Peter Lombardi
Sent: Wednesday, April 19, 2023 9:39 AM
To: Erika Mawn; Donna Kalinick
Cc: Susan Broderick; Colette Williams
Subject: FW: City Hosting Boards and Commissions Fair May 4th

This is an interesting idea...

Maybe something we could do this summer after reappointment season is done and we know how many openings we have.

Peter Lombardi
Town Manager
Town of Brewster
508-896-3701 x. 1128

Brewster Town Offices are open to the public Monday through Thursday from 8:30am to 4:00pm, and by appointment on Fridays.

From: Peter Lombardi <p.lombardi@hotmail.com>
Sent: Wednesday, April 19, 2023 9:37 AM
To: Peter Lombardi <plombardi@brewster-ma.gov>
Subject: Fw: City Hosting Boards and Commissions Fair May 4th

From: cmsmailer@civicplus.com <cmsmailer@civicplus.com> on behalf of Newburyport, MA <cmsmailer@civicplus.com>
Sent: Tuesday, April 18, 2023 5:42 PM
To: p.lombardi@hotmail.com <p.lombardi@hotmail.com>
Subject: City Hosting Boards and Commissions Fair May 4th

City Hosting Boards and Commissions Fair May 4th

The City of Newburyport will be hosting a Boards, Commissions and Volunteer Fair to highlight opportunities to volunteer with the City of Newburyport.

WHEN: Thursday, May 4, from 6 to 7:30 p.m.

WHERE: Newburyport City Hall Auditorium, 60 Pleasant St, Newburyport, MA 01950

WHAT:

The City of Newburyport will hold its inaugural Boards, Commissions & Volunteer Fair. Attendees will be able

to “shop” the City’s 27 all-volunteer boards and commissions and learn more about opportunities to volunteer within the community.

Representatives of each organization will be on hand for one-on-one conversations about the work they do, the agenda for the near future and how the attendees’ talent, time and interests might be best engaged. Representatives of the City’s Boards and Commissions will also provide important information on how the application and appointment process works.

Members from the below list of Boards, Commissions, and Advisory Committees will be present, and the public is invited to join and learn more about all of these organizations.

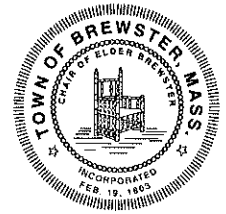
Affordable Housing Trust
Board of Health
Board of Registrars
Board of Water and Sewer Commissioners
Commission on Disability
Community Preservation Act Committee
Conservation Commission
Council on Aging
Cultural Council
Diversity, Equity, and Inclusion (DEI) Alliance
Emma L. Andrews Library Commission
Energy Advisory Committee
Fruit Street Local Historic District Committee
Harbor Commission
Historical Commission
Human Rights Commission
Library Board of Directors
Newburyport Housing Authority
Newburyport Pride Board
Open Space Committee
Parks Commission
Planning Board
Resiliency Committee
Tree Commission
Trust Fund Commission
Waterfront Trust
Zoning Board of Appeals


[Read more](#)



Brewster Fire Department

1671 Main Street
Brewster, MA 02631
Phone 508-896-7018 Fax 508-896-4245



TO: Select Board
FROM: Fire Chief Moran 
CC: Town Manager Peter Lombardi
Finance Director Mimi Bernardo
Deputy Fire Chief Kevin Varley
DATE: 7/6/23
RE: Budget Transfer

The fire department is requesting a transfer of funds to cover an unanticipated budget deficit of approximately \$8,200.00 within our Fiscal Year 23 budget. Reasons for this request include.

- Overtime: Increased overtime expenses directly linked to maintaining five person minimum staffing levels required to cover multiple vacant positions and member injuries.
- Utilities: Increased utility costs.
- Station R&M Building: Unanticipated HVAC repairs.
- PPE: Purchase of safety gear for new hires including contractually obligated personal protective equipment (PPE), severe weather gear, and self-contained breathing apparatus (SCBA) masks. (Approximately \$6,500 ea.)
- Medical Expense: Medical exams, background checks, specialist doctor costs for firefighter candidates and new hires. (Approximately \$11,000.00)
- Contracted Services: Increased costs related to record management system, fire and EMS reporting system, on-line training program, fire prevention and building code access, employee management software.



TOWN OF BREWSTER
2198 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-3701 EXT 1147
FAX: (508) 896-8089
ACCOUNTANT@BREWSTER-MA.GOV

OFFICE OF
TOWN ACCOUNTANT

July 6, 2023

To: The Brewster Selectboard & the Brewster Finance Committee

From: Mimi Bernardo, Finance Director

RE: FY23 Year End Transfers per M.G.L. Chapter 44, Section 33B (b)

Dear Brewster Selectboard & Brewster Finance Committee,

I am writing to request authorization for transferring the following funds per MGL Ch44 s33B (b):

TRANSFER TO: Fire Department Overtime \$10,000

TRANSFER FROM: General Fund Health Insurance \$10,000.

Note: Amount transferred will be the actual deficit (not to exceed \$10,000) when all FY23 expenses have been posted to the ledger; Final amounts will not be known until 7/15/23. The current available balance in the Health Insurance budget is \$317,011.73.

Thank you for your consideration.

FY23 Fire Department Budget to Actual Expenses as of 7/7/2023

<u>Account Name</u>	<u>Budget</u>	<u>Expended</u>	<u>Available Balance</u>
Full Time Wages	1,902,053	(1,748,122)	153,931
Overtime Wages	424,700	(591,739)	(167,039)
Other Wages	137,717	(85,380)	52,337
Outstanding Payroll	-	(45,614)	(45,614)
Subtotal Wages	<u>2,464,470</u>	<u>(2,470,855)</u>	<u>(6,385)</u>
Operating Expenses	659,350	(657,717)	1,633
Outstanding Invoices	-	(3,500)	(3,500)
Subtotal Expenses	<u>659,350</u>	<u>(661,217)</u>	<u>(1,867)</u>
			-
Grand Total	<u><u>3,123,820</u></u>	<u><u>(3,132,071)</u></u>	<u><u>(8,251)</u></u>



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
TownManager@brewster-ma.gov

Office of:
Select Board
Town Manager

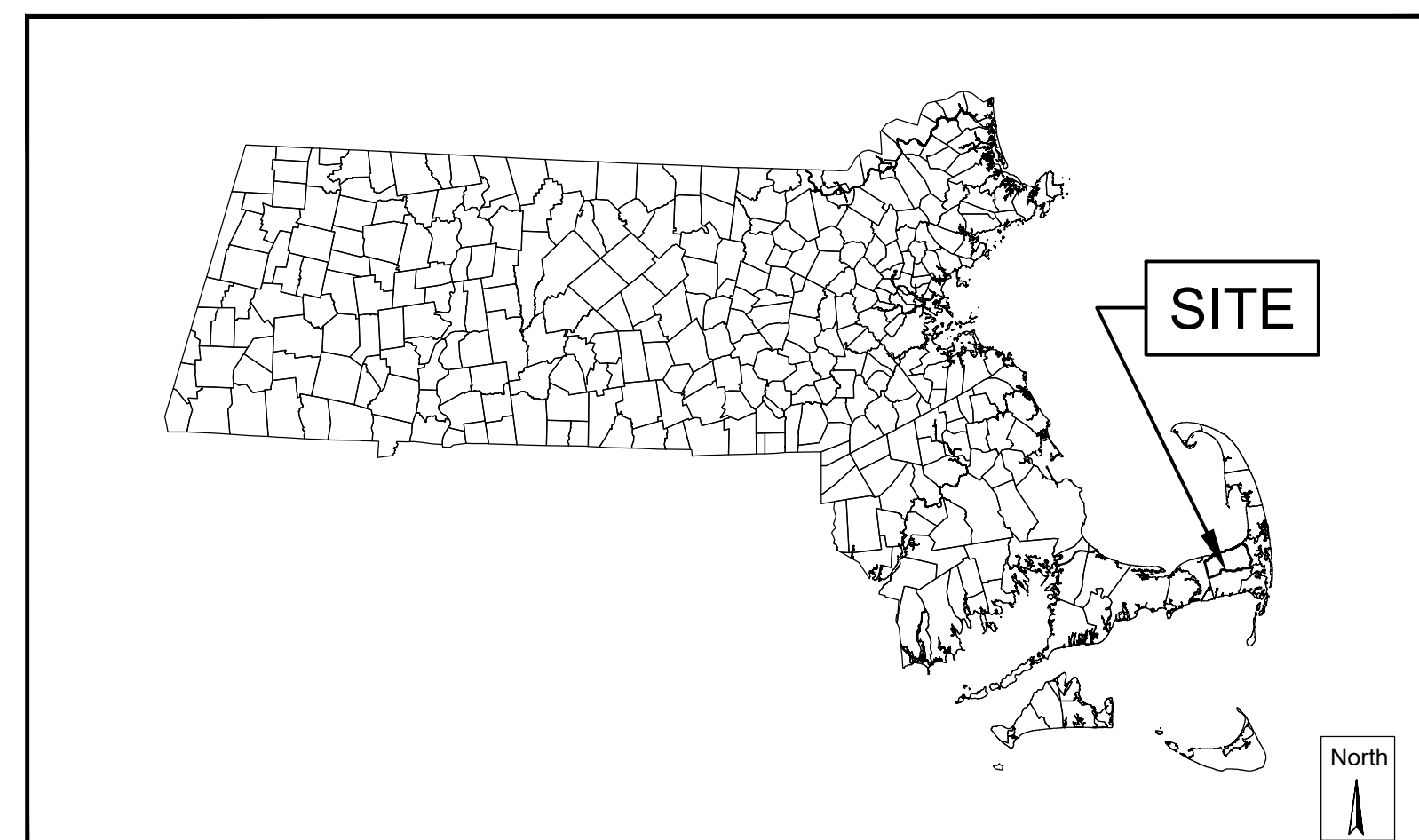
TO: Select Board
FROM: Conor Kenny, Town Project Manager
CC: Peter Lombardi, Town Manager and Donna Kalinick, Assistant Town Manager
RE: Closing of Long Pond Town Landing
DATE: 7/5/2023

The upcoming Long Pond Town Landing project seeks to provide efficient and safe boat access at Long Pond. The current aging boat ramp contains large potholes and poses a safety risk in its current condition. Design plans include construction of a new boat ramp, creating a second entrance to the parking area to better separate beach and boat traffic, and improving boat trailer parking. The proposed design also includes a greater level of stormwater treatment and control. The project is expected to be completed by late Spring 2024.

The Town went out to bid for the project and selected Speakman Excavation of Harwich, MA as the contractor. Chris Miller, Natural Resources Director and Griffin Ryder, Public Works Director will share oversight of the project, along with our engineer, Horsley Witten.

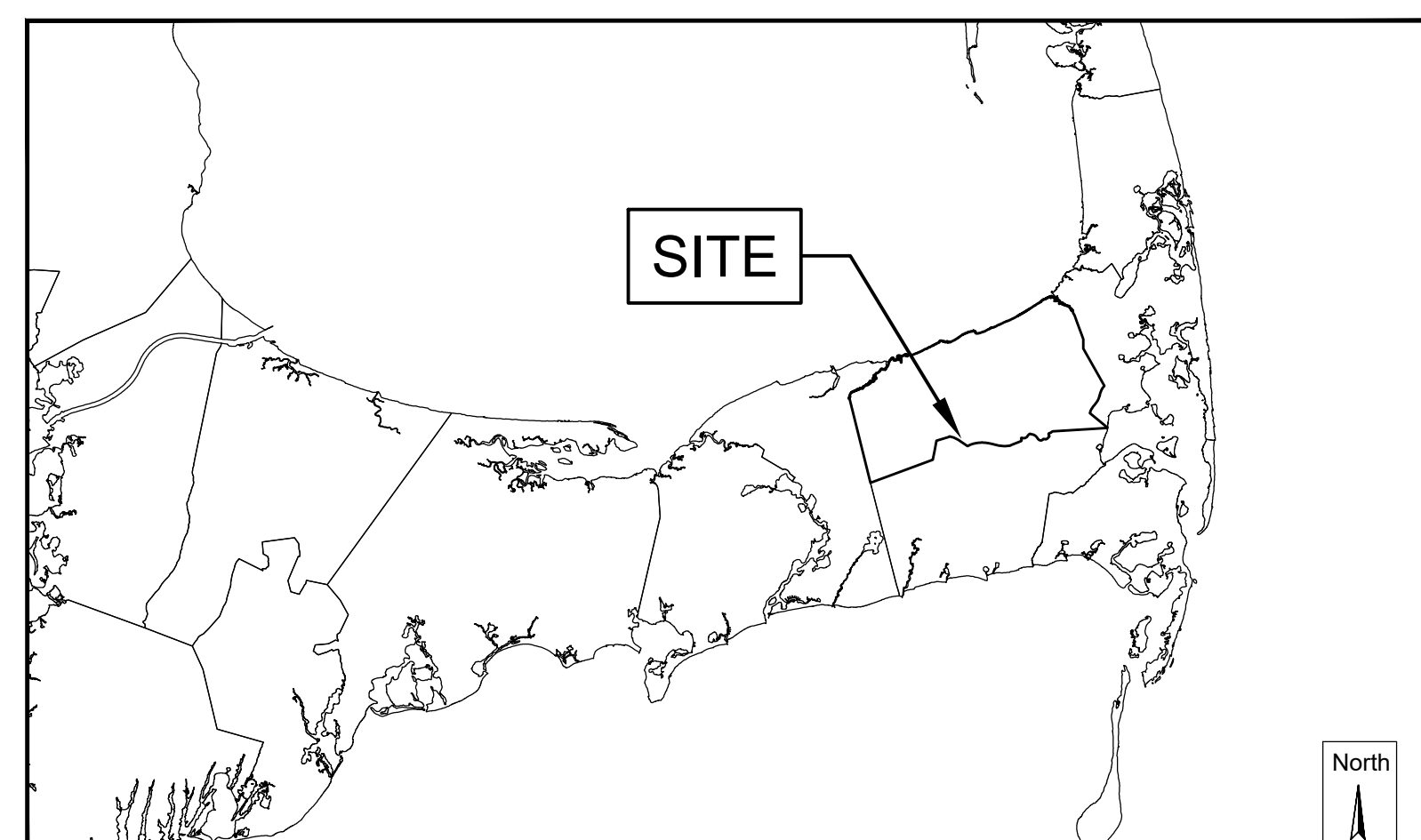
In order to allow the contractor to complete this work, we are requesting that the Select Board vote to close public access to the Long Pond Town Landing from September 5 through December 1, 2023. We may require additional closures in Spring 2024 to complete finish work and landscaping. We will keep the Board apprised of the progress of the project.

LONG POND TOWN BEACH BOAT RAMP & PARKING IMPROVEMENTS BREWSTER, MASSACHUSETTS CONSTRUCTION DRAWINGS JANUARY 2023



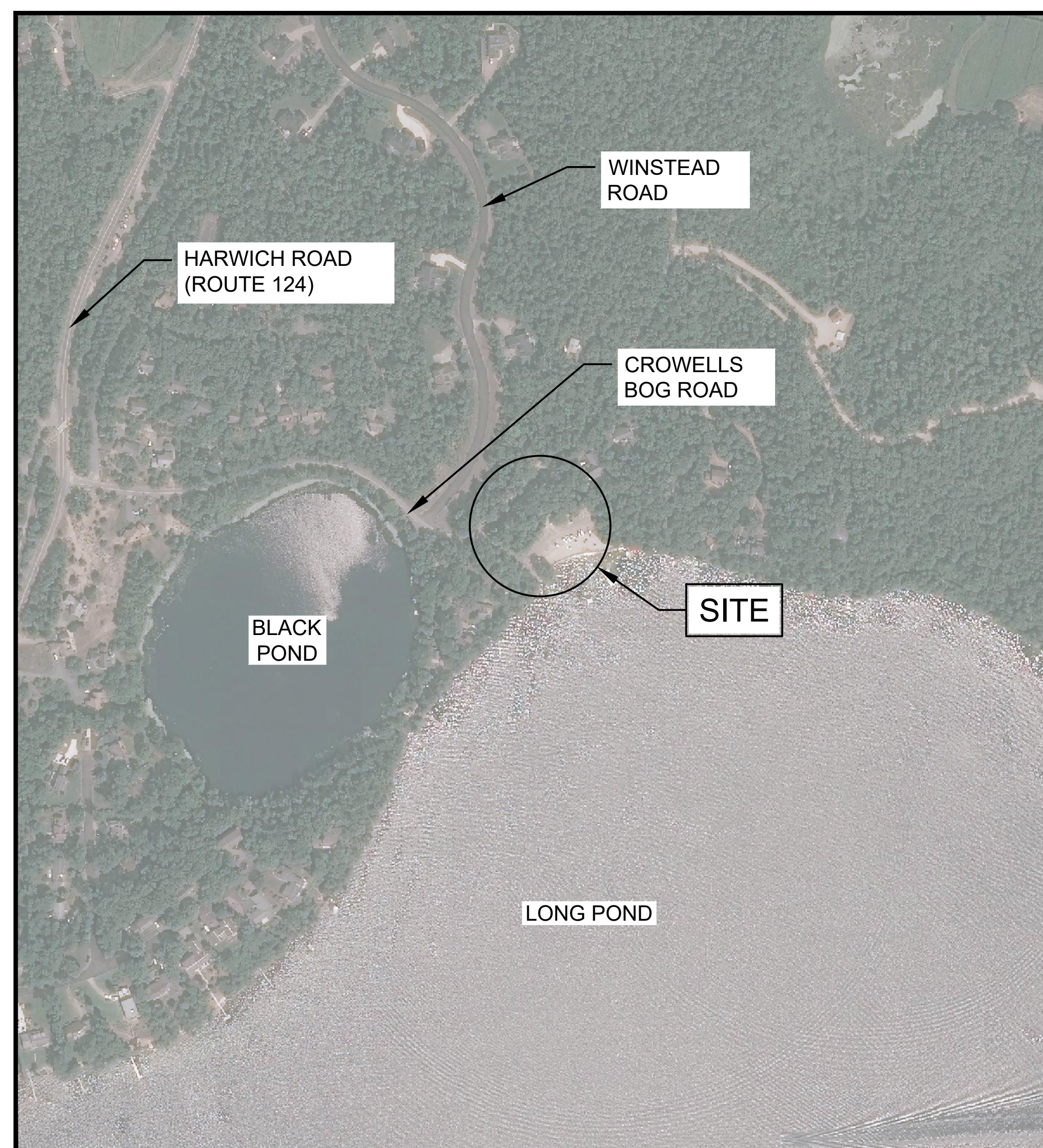
MASSACHUSETTS

Graphic Scale
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SCALE IN FEET
1:150000



BREWSTER

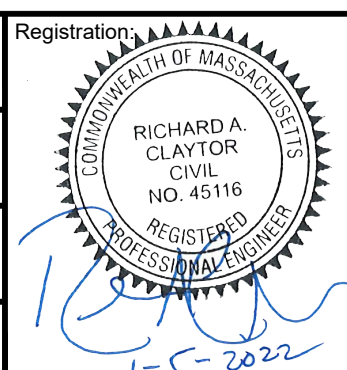
Graphic Scale
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SCALE IN FEET
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PROJECT LOCUS

Graphic Scale
1 inch = 250 feet

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	NOTES
3	EXISTING CONDITIONS
4	SITE PREPARATION
5	SITE PLAN
6	GRADING PLAN
7	PLANTING PLAN
8	CONSTRUCTION DETAILS (1)
9	CONSTRUCTION DETAILS (2)
10	PLANTING DETAILS

LONG POND TOWN BEACH BOAT RAMP & PARKING IMPROVEMENTS BREWSTER, MASSACHUSETTS																															
Prepared For: Brewster Department of Natural Resources 2198 Main Street Brewster, MA 02631 (508) 525-9135																															
Prepared By: Horsley Witten Group, Inc. <i>Sustainable Environmental Solutions</i> www.horsleywitten.com																															
Headquarters 90 Route 6A Sandwich, MA 02563 (508) 833-6600 voice (508) 833-3150 fax	294 Washington Street Suite 801 Boston, MA 02108 (857) 263-8193 voice (617) 574-4799 fax	55 Dorrance Street Suite 403 Providence, RI 02906 (401) 272-1717 voice (401) 439-8368 fax	113 R2 Water Street Exeter, NH 03833 (603) 658-1660 voice																												
Date Issued: JANUARY 2023		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Revisions</th> </tr> <tr> <th>Rev.</th> <th>Date</th> <th>By</th> <th>Appr. Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Revisions				Rev.	Date	By	Appr. Description																					Project Number: 17090 Sheet Number: 1 of 10 Drawing Number: C - 1
Revisions																															
Rev.	Date	By	Appr. Description																												

last modified: 01/05/23 by ml H:\Projects\201717090 Brewster Long Pond Ramp\Drawings\17090 DE.dwg

GENERAL CONSTRUCTION NOTES

- 1. ALL SITE PREPARATION NECESSARY TO COMPLETE THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL NECESSARY POLICE DETAIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS.
4. ALL EXISTING CONDITIONS SHOWN SHALL BE CONSIDERED APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES.
6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT.
7. THE CONTRACTOR SHALL UTILIZE ALL PRECAUTIONS AND MEASURES TO ENSURE THE SAFETY OF THE PUBLIC.
8. TRENCH SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR INCLUDING ANY LOCAL AND/OR STATE PERMITS REQUIRED FOR THE TRENCH WORK.
9. ALL TRENCH WORK WITHIN EXISTING PAVEMENT SHALL BE SAWCUT PER THE APPLICABLE DETAILS.
10. ALL IMPORTED MATERIAL SHALL BE CLEAN. NO MATERIAL WILL BE ACCEPTED FROM AN EXISTING OR FORMER 21E SITE AS DEFINED BY THE MASSACHUSETTS CONTINGENCY PLAN 310 CMR 40.0000.
11. SITE LAYOUT SURVEY REQUIRED FOR CONSTRUCTION WILL BE PROVIDED BY THE CONTRACTOR AND SHALL BE CONDUCTED BY A MASSACHUSETTS REGISTERED PROFESSIONAL LAND SURVEYOR.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL GRADE STAKES SET BY THE SURVEYOR.
14. UNLESS OTHERWISE SPECIFIED ON THE PLANS AND DETAILS/SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE MOST RECENT VERSION OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
15. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.
16. SOLID WASTES SHALL BE COLLECTED AND STORED IN A SECURED DUMPSTER.
17. THE CONTRACTOR SHALL RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE.
18. ALL UNPAVED AREAS DISTURBED BY THE WORK SHALL HAVE A MINIMUM OF 4-INCHES OF LOAM INSTALLED AND BE SEEDED WITH GRASS SEED AS SHOWN ON THE PLAN AND/OR DIRECTED BY THE ENGINEER.
19. ALL PROPOSED STRUCTURES SHALL BE DESIGNED BY THEIR MANUFACTURERS FOR AASHTO H-20 LOADING.
20. LEDGE OR BOULDER EXCAVATION IS NOT ANTICIPATED FOR THIS SITE.
21. A HIGH WATER TABLE IS ANTICIPATED.
22. LEDGE OR BOULDER EXCAVATION IS NOT ANTICIPATED FOR THIS SITE.
23. THE CONTRACTOR SHALL REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE.
24. CONCRETE TRUCKS SHALL NOT BE WASHED ONSITE.
25. BURIAL OF ANY STUMPS, SOLID DEBRIS, AND/OR STONES/BOULDERS ONSITE IS PROHIBITED.
26. IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED, THE CONTRACTOR IS TO IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER.
27. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIALS FROM THE SITE.

GENERAL GRADING AND DRAINAGE NOTES

- 1. ALL CUT AND FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
2. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
3. PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
4. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
5. PROPOSED ELEVATIONS ARE SHOWN TO FINISH PAVEMENT OR GRADE UNLESS NOTED OTHERWISE.
6. ALL EARTHWORK AND SITE PREPARATION SHALL BE DONE IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS OF ANY SUBSURFACE INVESTIGATION OR GEOTECHNICAL REPORTS PREPARED FOR THIS SITE.
7. DRIVEWAYS AND PARKING AREAS ARE NOT TO BE PAVED UNTIL THE ENTIRE PERMANENT DRAINAGE SYSTEM HAS BEEN INSTALLED AND ALL PIPE CONNECTIONS COMPLETE.
8. DRAINAGE PIPING SHALL BE HIGH DENSITY POLYETHYLENE PIPE AND CONFORM TO AASHTO M294 CORRUGATED POLYETHYLENE PIPE.
9. BACKFILL ADJACENT TO PIPES AND STRUCTURES SHALL BE OF THE TYPE AND QUALITY CONFORMING TO THAT SPECIFIED FOR THE ADJOINING FILL MATERIAL.

BASIC CONSTRUCTION SEQUENCE

- 1. SURVEY AND STAKE THE PROPOSED LIMIT OF DISTURBANCE AND LIMIT OF SEDIMENTATION BARRIERS.
2. PLACE SEDIMENTATION BARRIERS AS SHOWN ON THE PLANS AND AS STAKED OUT IN THE FIELD.
3. INSTALL TEMPORARY CONSTRUCTION ENTRANCES IN LOCATIONS SHOWN ON PLANS.
4. BEGIN CLEARING THE SITE AND DEMOLITION AS REQUIRED.
5. SURVEY AND STAKE CENTERLINE OF THE PROPOSED DRIVEWAYS, STORMWATER TREATMENT AREAS, AND DRAINAGE LINES.
6. EXCAVATE AND ROUGH GRADE THE PROPOSED STORMWATER TREATMENT AREAS AND ANY ADDITIONAL TEMPORARY MEASURES NECESSARY TO CONTROL SITE RUNOFF AND SEDIMENTS.
7. BEGIN CLEARING AND GRUBBING IN AREA OF DRIVEWAYS AND STORMWATER TREATMENT AREAS.
8. INSTALL TEMPORARY CONVEYANCE DEVICES (SWALES, CHECK DAMS, ETC.) AS NECESSARY TO CONVEY RUNOFF TO TREATMENT AREAS.
9. BEGIN ROUGH GRADING AREAS FOR DRIVEWAYS AND PARKING.
10. INSTALL DRAINAGE PIPES, DRAINAGE MANHOLES AND CATCH BASINS, AND UNDERGROUND DRAINAGE STRUCTURES.
11. PERMANENTLY SEED ALL DISTURBED AREAS OUTSIDE OF THE AREA TO BE PAVED.
12. ONCE ALL UNDERGROUND WORK HAS BEEN COMPLETED, PLACE COMPACTED GRAVEL FOUNDATION AND ROUGH GRADE THE DRIVEWAYS/PARKING AREAS IN ACCORDANCE WITH THE SITE PLANS AND IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REGULATIONS AS SOON AS POSSIBLE.
13. BEGIN DRIVEWAY AND PARKING CONSTRUCTION PER SITE PLANS AND IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REGULATIONS.
14. FINISH PERMANENT STABILIZATION. SWEEP PAVEMENT TO REMOVE ALL SEDIMENTS.
15. COMPLETE ALL REMAINING PLANTING AND SEEDING.
16. REMOVAL OF ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES FOLLOWING VEGETATIVE ESTABLISHMENT OF ALL DISTURBED AREAS SHALL BE APPROVED BY THE ENGINEER.

EROSION & SEDIMENT CONTROL NOTES

- 1. THE SITE CONSTRUCTION FOREMAN SHALL BE DESIGNATED AS THE ON-SITE PERSONNEL RESPONSIBLE FOR THE DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROLS AND SHALL IMPLEMENT ALL NECESSARY MEASURES TO CONTROL EROSION AND PREVENT SEDIMENT FROM LEAVING THE SITE.
2. THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL (ESC) MEASURES AS SHOWN ON THE DESIGN PLANS IN CONSULTATION WITH THE TOWN, AND AS DETERMINED NECESSARY IN THE FIELD BY THE ENGINEER BEFORE ANY CONSTRUCTION ACTIVITIES ARE TO BEGIN.
3. A MINIMUM SURPLUS OF 50 FEET OF EROSION CONTROL BARRIER (SILT FENCE AND/OR SILT SOCK) SHALL BE STOCKPILED ONSITE AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT THE ADJACENT RESOURCE AREA FROM SEDIMENTATION DURING PROJECT CONSTRUCTION UNTIL ACCEPTANCE BY THE OWNER AND IN CONFORMANCE WITH THE ORDER OF CONDITIONS.
5. A CONSTRUCTION EXIT SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS TO SHED DIRT FROM CONSTRUCTION VEHICLE TIRES.
6. THE LIMIT OF ALL CLEARING, GRADING AND DISTURBANCES SHALL BE KEPT TO A MINIMUM WITHIN THE PROPOSED AREA OF CONSTRUCTION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MONITOR LOCAL WEATHER REPORTS DURING CONSTRUCTION AND PRIOR TO SCHEDULING EARTHMOVING OR OTHER CONSTRUCTION ACTIVITIES WHICH WILL LEAVE LARGE DISTURBED AREAS UNSTABILIZED.
8. EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT OF 0.25 INCH OR GREATER DURING CONSTRUCTION TO ENSURE THAT THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE INTACT AND FUNCTIONING PROPERLY.
9. SOIL STOCKPILES LEFT OVERNIGHT SHALL BE SURROUNDED ON THEIR PERIMETERS WITH SILT SOCK AND/OR SILT FENCE AS DETERMINED NECESSARY.
10. DISTURBED AREAS AND SLOPES SHALL NOT BE LEFT UNATTENDED OR EXPOSED FOR EXCESSIVE PERIODS OF TIME.
11. THE CONTRACTOR SHALL INSTALL A SILT SACK OR APPROVED EQUIVALENT IN EACH EXISTING CATCHBASIN RECEIVING RUNOFF FROM THE SITE.
12. SMALL SEDIMENTATION BASINS MAY BE CONSTRUCTED ON AN AS-NEEDED BASIS DURING CONSTRUCTION TO AID IN THE CAPTURE OF SITE RUNOFF AND SEDIMENT.
13. THE CONTRACTOR SHALL CONTAIN ALL SEDIMENT ONSITE.
14. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM ALL TEMPORARY PRACTICES AND DISPOSED OF IN A PRE-APPROVED LOCATION BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
15. THE CONTRACTOR SHALL PROVIDE ON SITE OR MAKE READILY AVAILABLE THE NECESSARY EQUIPMENT AND SITE PERSONNEL DURING CONSTRUCTION HOURS FOR THE DURATION OF THE PROJECT TO ENSURE ALL ESC DEVICES ARE PROPERLY MAINTAINED AND REPAIRED IN A TIMELY AND RESPONSIBLE MANNER.
16. PROPER MEASURES SHALL BE IMPLEMENTED BY THE CONTRACTOR IF DEWATERING IS NECESSARY DURING CONSTRUCTION.
17. ALL SEDIMENT COLLECTED IN THE TEMPORARY PARTIALLY CONSTRUCTED STORMWATER TREATMENT AREAS WILL BE REMOVED AND DISPOSED OF PROPERLY PRIOR TO FILTER FABRIC AND/OR MEDIA INSTALLATION.
18. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE ENGINEER AT NO EXTRA COST TO THE OWNER.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE DURING CONSTRUCTION OF ALL STORMWATER FACILITIES INSTALLED OR AFFECTED BY THE PROJECT.

DEWATERING NOTES:

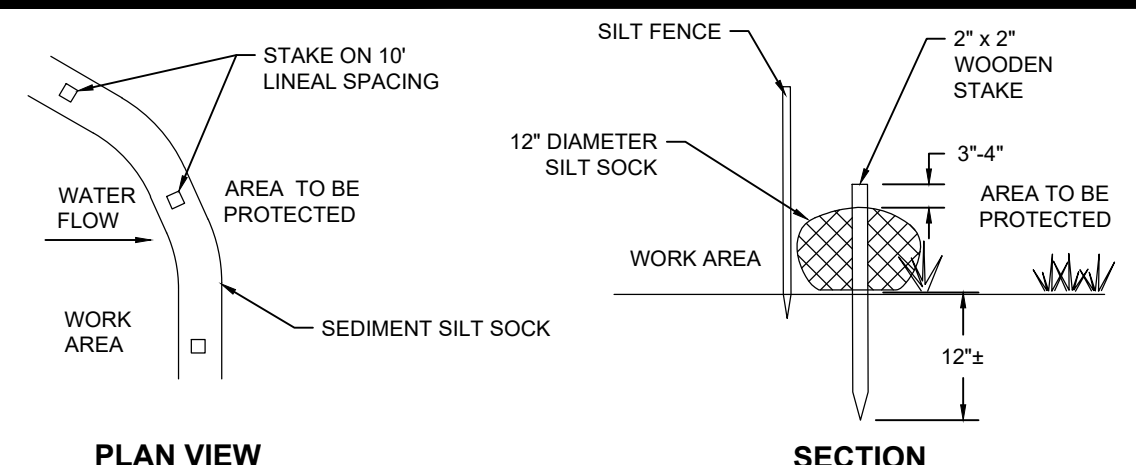
- 1. SUPPLY THE DEWATERING SYSTEMS TO:
A. DEVELOP A SUBSTANTIALLY DRY AND STABLE SUBGRADE FOR THE PROPOSED WORK.
B. PREVENT DAMAGE TO ADJACENT PROPERTIES, STRUCTURES, UTILITIES AND RESOURCES AREAS.
C. RETAIN ALL SEDIMENTS ON-SITE WITHIN THE WORK AREA.
D. PREVENT SEDIMENT DISCHARGE AND DEGRADATION OF THE RESOURCE AREA.
E. PREVENT LOSS OF FINES, QUICK CONDITION, OR SOFTENING OF SUBGRADE; AND
F. MAINTAIN STABILITY OF SIDES AND BOTTOMS OF EXCAVATIONS AND TRENCHES.
2. LOCATE DEWATERING FACILITIES WHERE THEY WILL NOT INTERFERE WITH CONSTRUCTION WORK OR ABUTTING RESOURCES.
3. MODIFY DEWATERING EQUIPMENT AND PROCEDURES WHEN OPERATIONS THREATEN TO CAUSE DAMAGE TO NEW OR EXISTING FACILITIES OR ADJACENT AREAS NOT WITHIN THE LIMIT OF WORK.
4. PRIOR TO INSTALLATION OF THE DEWATERING SYSTEM, PROVIDE THE ENGINEER WITH A SCHEDULE OF DEWATERING PROCEDURES, DEWATERING SCHEDULE AND PROCEDURES ARE SUBJECT TO THE LOCAL AUTHORITY AND ENGINEER'S REVIEW AND APPROVAL AND SHALL INCLUDE AT A MINIMUM THE FOLLOWING INFORMATION:
A. THE PROPOSED TYPES OF DEWATERING SYSTEMS.
B. ARRANGEMENT LOCATION AND DEPTHS OF SYSTEM COMPONENTS.
C. COMPLETE DESCRIPTION OF EQUIPMENT AND INSTRUMENTATION TO BE USED INCLUDING INSTALLATION, OPERATION AND MAINTENANCE PROCEDURES.
D. TYPES AND SIZES OF FILTERS (IF APPLICABLE).
E. DESIGN CALCULATIONS DEMONSTRATING ADEQUACY OF THE PROPOSED SYSTEM AND EQUIPMENT; AND
F. PROVISIONS AND METHODS OF SEDIMENT REMOVAL AND DISPOSAL OF WATER.
G. ALL PERMITS REQUIRED FOR THE WORK, IF NECESSARY.
5. FURNISH ALL MATERIAL/PRODUCTS REQUIRED TO ADEQUATELY PROVIDE DEWATERING WITHOUT DAMAGE TO SURROUNDING PROPERTIES, EXISTING UTILITIES, AND/OR RESOURCE AREA.
6. INTERCEPT AND DIVERT SURFACE WATER RUNOFF AWAY FROM EXCAVATIONS THROUGH THE USE OF DIKES, CURB WALLS, DITCHES, PIPES, SUMPS OR OTHER APPROVED MEANS.
7. IF PUMPS ARE USED, THE PUMP INTAKE LINE SHOULD NOT BE ALLOWED TO SETTLE TO THE BOTTOM OF THE EXCAVATION OR DEWATERING SUMP.
8. PROVIDE AND MAINTAIN HOLDING AREAS/TEMPORARY SETTLING BASINS OF ADEQUATE SIZE TO COLLECT AND PREVENT SURFACE AND SUBSURFACE WATER SEEPAGE FROM ENTERING THE EXCAVATIONS.
9. ACCOMPLISH DEWATERING IN ACCORDANCE WITH THE MEANS AND METHODS SUBMITTED AND APPROVED BY THE ENGINEER.
A. PERFORM DEWATERING OPERATIONS TO LOWER THE GROUNDWATER LEVEL IN EXCAVATIONS AS REQUIRED TO PROVIDE A STABLE, DRY SUBGRADE FOR THE PROSECUTION OF THE PROPOSED WORK.
B. MAINTAIN DEWATERING OPERATIONS IN A MANNER THAT PREVENTS BUILDUP OF EXCESSIVE HYDROSTATIC PRESSURE AND DAMAGE TO STRUCTURES, AND THE SUBGRADE.
C. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS.
D. DO NOT DISCHARGE WATER TO PROTECTED ENVIRONMENTAL RESOURCES WITHOUT TREATMENT TO REMOVE SUSPENDED SOLIDS AND SEDIMENTS.
E. DO NOT LAY PIPE OR PLACE STRUCTURES IN WATER.
10. STORMWATER FACILITY OPERATION & MAINTENANCE:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSPECTION AND MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES UNTIL SUCH TIME THAT THE ROADWAYS AND ASSOCIATED UTILITIES ARE ACCEPTED BY THE OWNER AND THE ENGINEER.
2. THE CONTRACTOR SHALL INSPECT AND RESTORE/CLEAN ALL FACILITIES (INLETS, MANHOLES, TREATMENT AREAS, ETC.) OF SEDIMENT AND DEBRIS PRIOR TO THE OWNER'S ACCEPTANCE.
3. ALL SEDIMENT AND DEBRIS SHALL BE DISPOSED OF PROPERLY IN A PRE-APPROVED LOCATION AS APPROVED BY THE TOWN.
4. THE CONTRACTOR SHOULD REFER TO THE ORDER OF CONDITIONS FOR ADDITIONAL INFORMATION PERTAINING TO STORMWATER FACILITY OPERATION AND MAINTENANCE REQUIREMENTS.
5. ALL STORMWATER FACILITIES SHALL BE INSPECTED BY THE CONTRACTOR AFTER EVERY MAJOR RAINFALL EVENT FOR THE ENTIRE DURATION OF THE CONSTRUCTION PROJECT AND THE FIRST 3 MONTHS AFTER CONSTRUCTION TO ENSURE PROPER STABILIZATION AND CONSTRUCTION.
6. SPECIFIC ANNUAL MAINTENANCE SHALL BE AS FOLLOWS:
A. DRAINAGE COLLECTION (INLETS, MANHOLES & CATCH BASINS): ALL DRAINAGE STRUCTURES WILL BE INSPECTED ANNUALLY TO MONITOR FOR PROPER OPERATION.
B. INFILTRATION CHAMBERS: THE CHAMBERS WILL BE INSPECTED ANNUALLY TO ENSURE THAT DESIGN INFILTRATION RATES ARE BEING MET.
C. STONE SCOUR PROTECTION: STONE AT THE OUTFALLS WILL BE INSPECTED ANNUALLY AND REPAIRED AS NECESSARY.
D. WET SWALE TREATMENT AREAS: THE WET SWALE TREATMENT AREAS WILL BE INSPECTED TWICE ANNUALLY FOR THE FIRST YEAR OF OPERATION AND ANNUALLY AFTER THE FIRST YEAR.
E. ROUTINE MAINTENANCE: OTHER ROUTINE MAINTENANCE WILL INCLUDE REMOVAL OF TRASH AND LITTER FROM PAVED AND PERIMETER AREAS.

Revisions table with columns for Date, By, Appr, Description. Includes logo for Horsley Witten Group, Inc. and contact information for Sustainable Environmental Solutions.

Project title block: LONG POND TOWN BEACH BOAT RAMP & PARKING IMPROVEMENTS BREWSTER, MASSACHUSETTS. Includes client information: Brewster Department of Natural Resources.

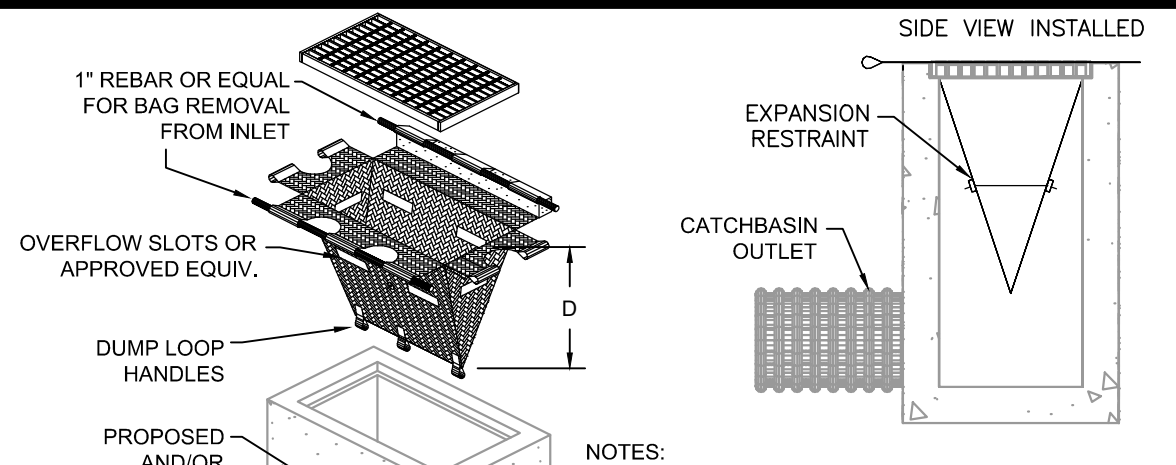
Registration block with professional seal for Richard A. Clayton, Civil Engineer, No. 45116, State of Massachusetts. Includes project number 17090 and sheet number 2 of 10.

last modified: 01/05/23 by ml H:\Projects\2017\17090 Brewster Long Pond Ramp\Drawings\17090 DM.dwg



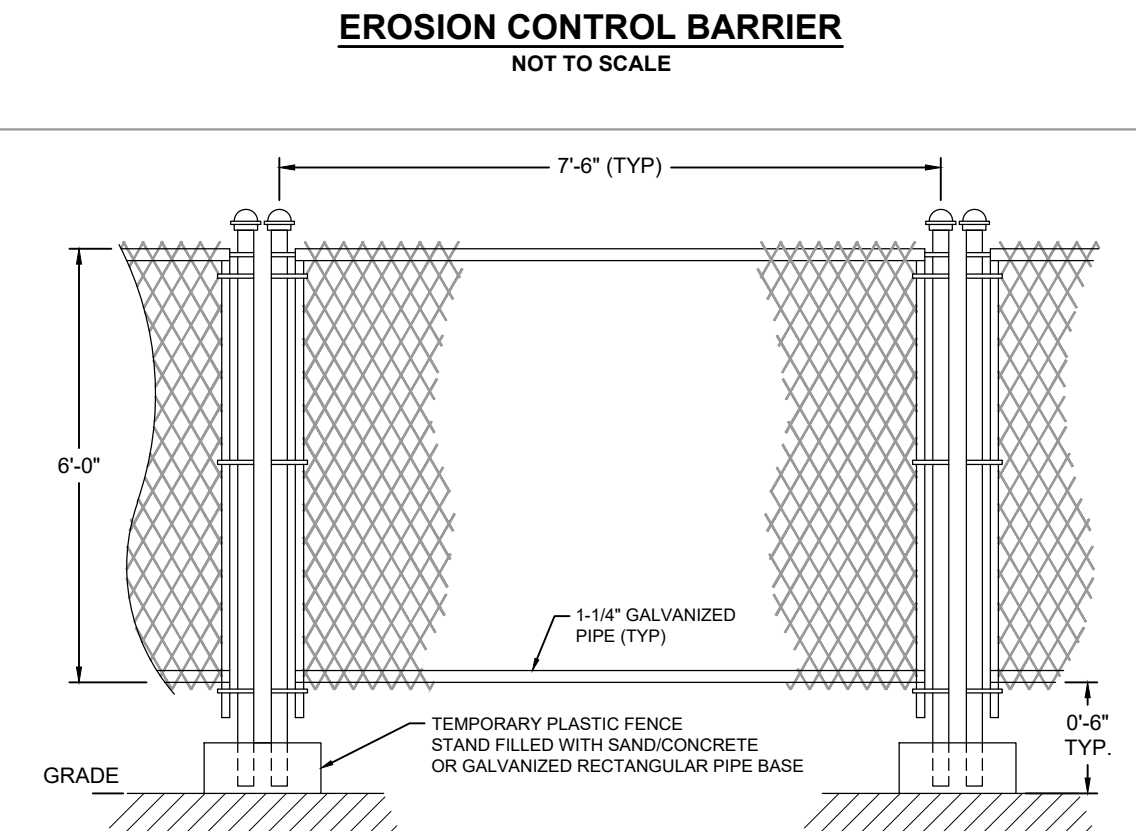
PLAN VIEW
SECTION

NOTES:
 1. SILT SOCK MANUFACTURER TO BE SILT SOCK OR ENGINEER APPROVED EQUIV.
 2. ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS.
 3. SEDIMENT SILT SOCK TO BE FILLED WITH LEAF COMPOST AND/OR WOODY MULCH PER MANUFACTURER'S REQUIREMENTS.
 4. FOLLOWING CONSTRUCTION AND SITE STABILIZATION, COMPOST MATERIAL TO BE REMOVED OR DISPERSED ON SITE, AS APPROVED BY THE ENGINEER.



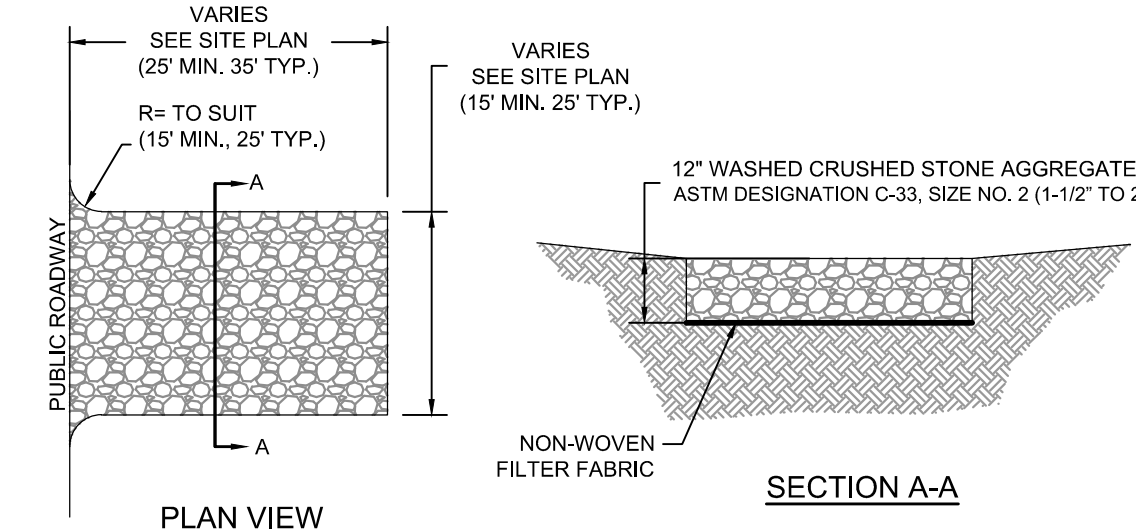
INLET PROTECTION
 NOT TO SCALE

NOTES:
 1. SEDIMENT CONTROL INSERTS SHALL BE INSTALLED OVER ALL CATCHBASINS/INLETS THAT WILL RECEIVE RUNOFF FROM THE PROJECT SITE.
 2. TEMPORARY INLET PROTECTION TO BE REMOVED AFTER CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED.
 3. DEPTH (D) SHALL BE A MINIMUM OF 16-INCHES.
 4. MANUFACTURER SHALL BE SILT SACK OR APPROVED EQUIVALENT.



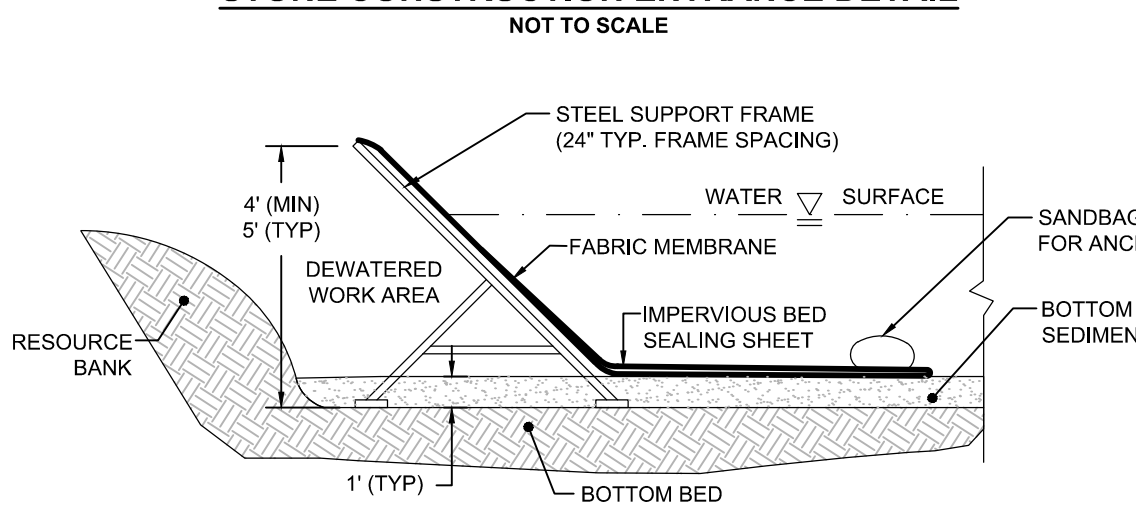
EROSION CONTROL BARRIER
 NOT TO SCALE

NOTE: TRANSPLANT EXISTING NATIVE PLANTS AS POSSIBLE WITHIN PROJECT LIMIT OF WORK. LANDSCAPE ARCHITECT/BIOLOGIST TO CONFIRM SPECIFIC PLANTS AND LOCATIONS IN THE FIELD. TRANSPLANTS TO BE WATERED AND MAINTAINED. SEE PLANTING PLAN AND DETAILS.



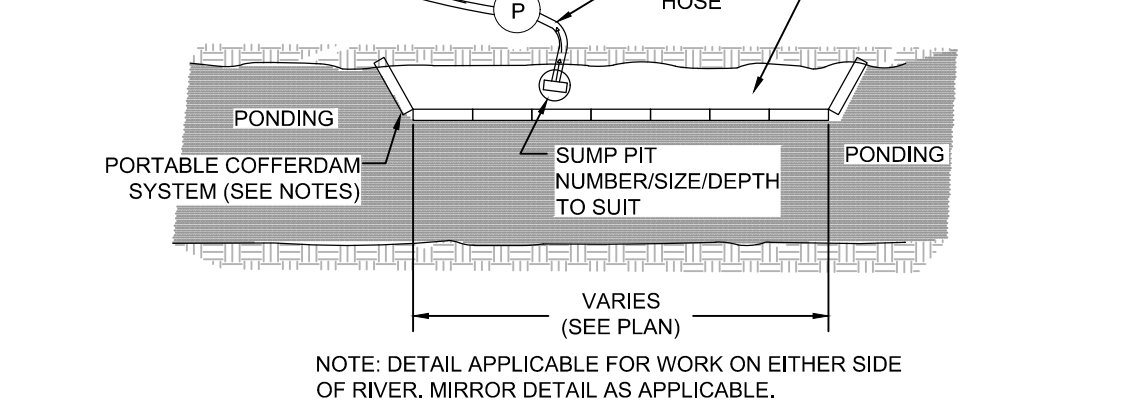
TEMPORARY CONSTRUCTION FENCE
 NOT TO SCALE

NOTE: TRANSPLANT EXISTING NATIVE PLANTS AS POSSIBLE WITHIN PROJECT LIMIT OF WORK. LANDSCAPE ARCHITECT/BIOLOGIST TO CONFIRM SPECIFIC PLANTS AND LOCATIONS IN THE FIELD. TRANSPLANTS TO BE WATERED AND MAINTAINED. SEE PLANTING PLAN AND DETAILS.



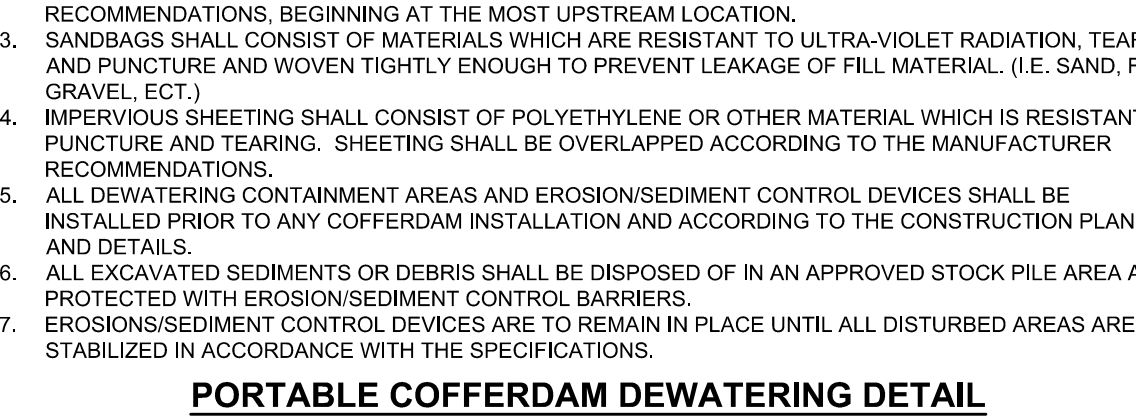
STONE CONSTRUCTION ENTRANCE DETAIL
 NOT TO SCALE

NOTE:
 1. STONE CONSTRUCTION ENTRANCE(S) TO REMAIN UNTIL INSTALLATION OF PAVEMENT SUB-BASE IS TO BEGIN.
 2. SEE SITE PLAN FOR LOCATION & ACTUAL DIMENSIONS



PORTABLE COFFERDAM INSTALLATION DETAIL
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.



DEWATERING PUMPING PLAN
 NOT TO SCALE

INSTALLATION NOTES:
 1. PLACE LIFTING STRAPS (NOT INCLUDED) UNDER THE UNIT TO FACILITATE REMOVAL AFTER USAGE.
 2. UNFOLD DANDY DEWATERING BAG ON STABILIZED AREA OVER DENSE VEGETATION, STRAW, OR GRAVEL (IF AN INCREASED DRAINAGE SURFACE IS NEEDED).
 3. INSERT DISCHARGE HOSE FROM PUMP INTO DANDY DEWATERING BAG. A MINIMUM OF SIZE INCHES AND TIGHTLY SECURE WITH ATTACHED STRAP TO PREVENT WATER FROM FLOWING OUT OF THE UNIT WITHOUT BEING FILTERED.
 4. IF USING OPTIONAL ABSORBENTS, PLACE ABSORBENT BOOM INTO THE DANDY DEWATERING BAG MAINTENANCE.
 5. REPLACE THE UNIT WHEN 1/2 FULL OF SEDIMENT OR WHEN SEDIMENT HAS REDUCED THE FLOW RATE OF THE PUMP DISCHARGE TO AN IMPRACTICAL RATE.
 6. IF USING OPTIONAL OIL ABSORBENTS, REMOVE AND REPLACE ABSORBENT PILLOW WHEN NEAR SATURATION

FLOOD CONTINGENCY PLAN:
 • REMOVE ALL CONSTRUCTION EQUIPMENT AND ANY FUEL OR OTHER POTENTIAL CONTAMINANTS BEYOND THE 100-YEAR FLOOD LIMITS
 • REMOVE ALL DEBRIS
 • COVER STOCKPILES AND TRASH CONTAINERS
 • ENSURE ALL EROSION AND SEDIMENT CONTROL DEVICES (IE EROSION CONTROL BARRIERS, INLET PROTECTION DEVICES) ARE IN PLACE

DEWATERING BAG DETAIL SECTION A-A
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.

PORTABLE COFFERDAM DEWATERING DETAIL
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.

DEWATERING BAG DETAIL SECTION A-A
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.

PORTABLE COFFERDAM DEWATERING DETAIL
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.

DEWATERING BAG DETAIL SECTION A-A
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.

PORTABLE COFFERDAM DEWATERING DETAIL
 NOT TO SCALE

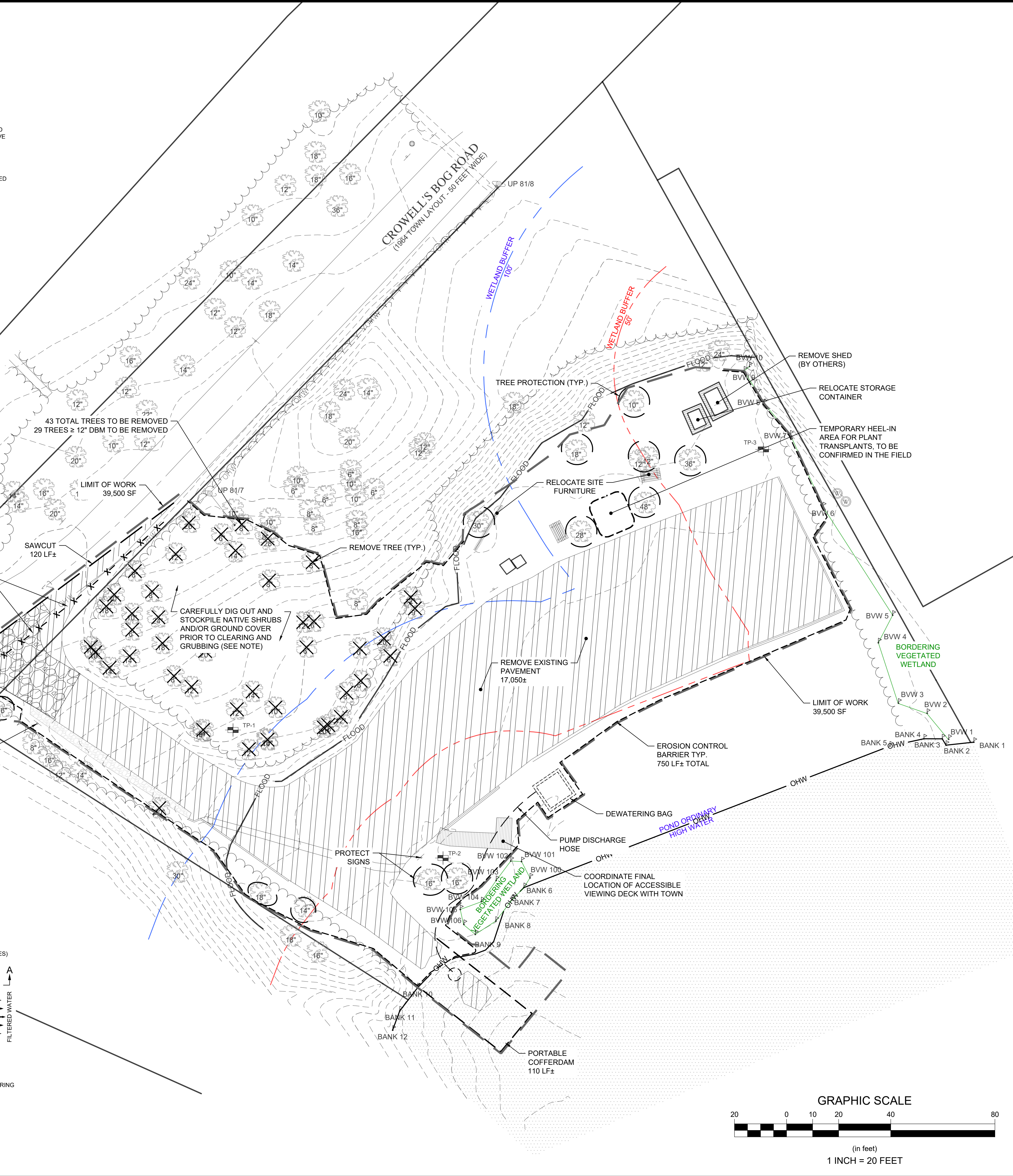
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DEWATERING BAG DETAIL SECTION A-A
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.

PORTABLE COFFERDAM DEWATERING DETAIL
 NOT TO SCALE

NOTE: DETAIL APPLICABLE FOR WORK ON EITHER SIDE OF RIVER. MIRROR DETAIL, AS APPLICABLE.



Revisions	Date	By	Description
1	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
2	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
3	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
4	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
5	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
6	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
7	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
8	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
9	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes
10	03/11/22	KJK	HL.C Rev. limit of work & transplanted notes

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 Sustainable Environmental Solutions
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Created By: RAC
 Checked By: MCL
 Design By: MCL
 Date: JAN 2022

LONG POND TOWN BEACH BOAT RAMP & PARKING IMPROVEMENTS BREWSTER, MASSACHUSETTS

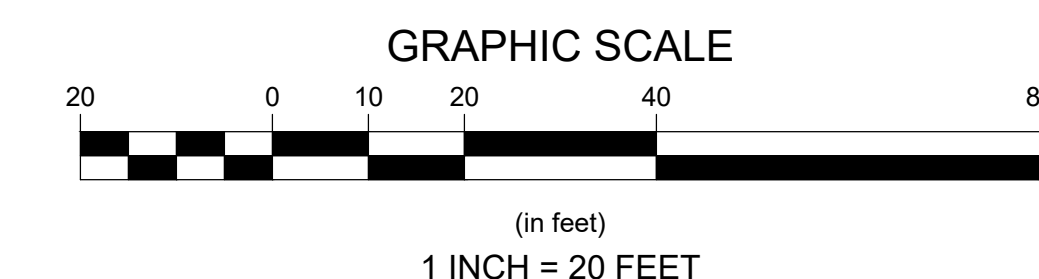
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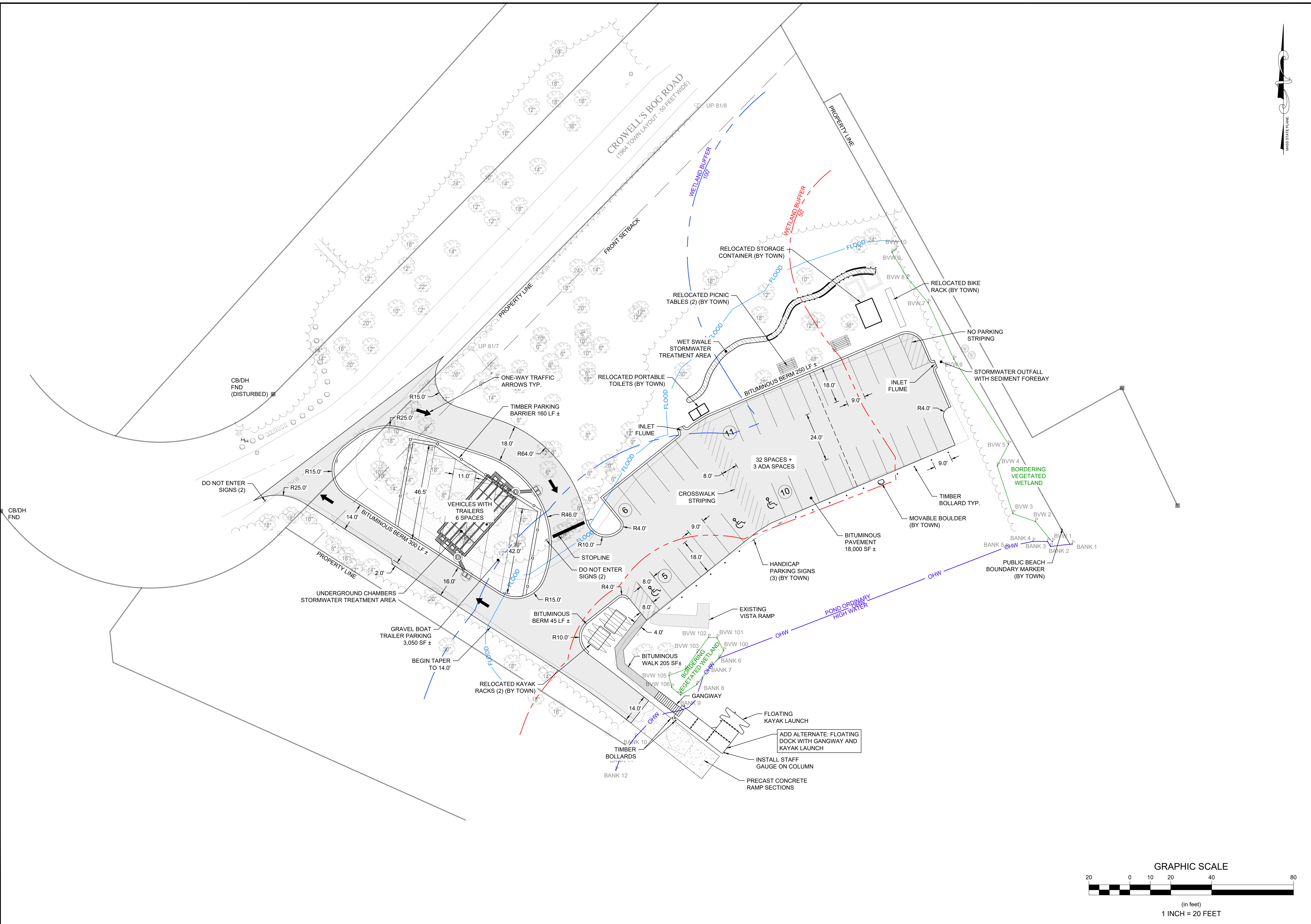
Prepared For:
Brewster Department of Natural Resources
 2188 Main Street
 Brewster, MA 02631
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Survey Provided By:
Horsley Witten Group, Inc.
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 Date: June 27, 2017

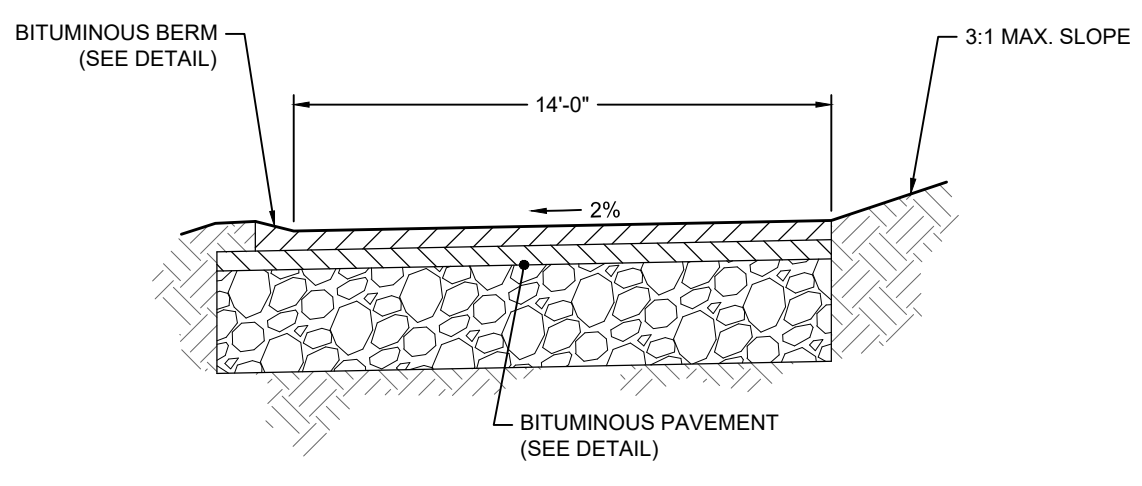
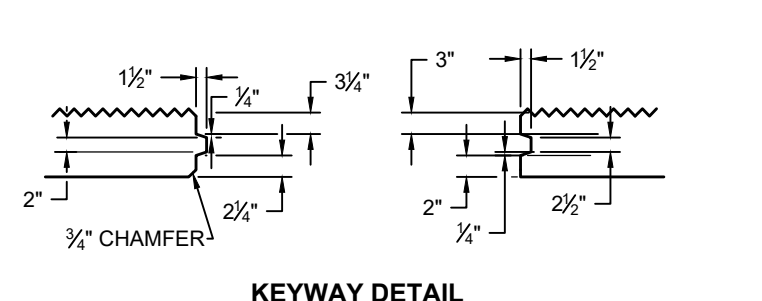
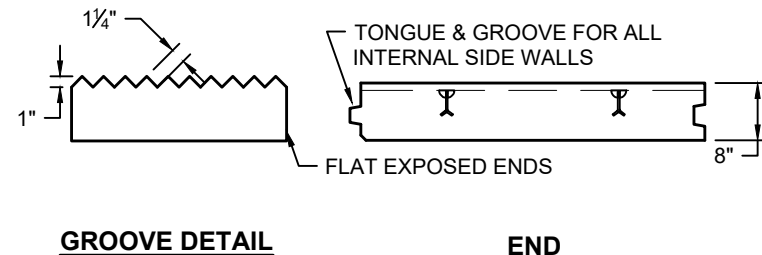
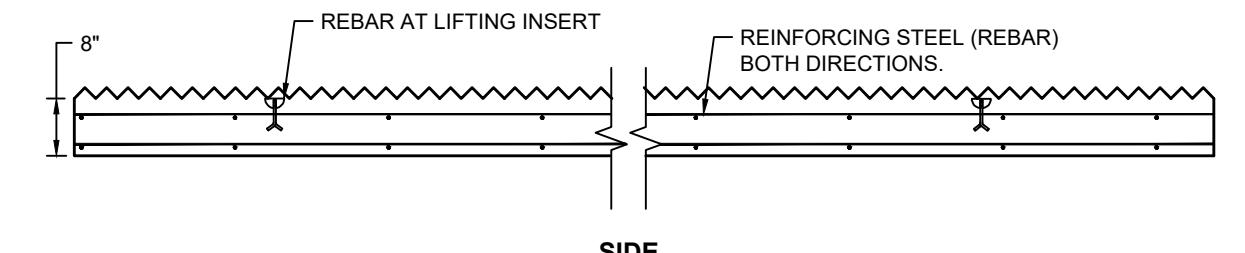
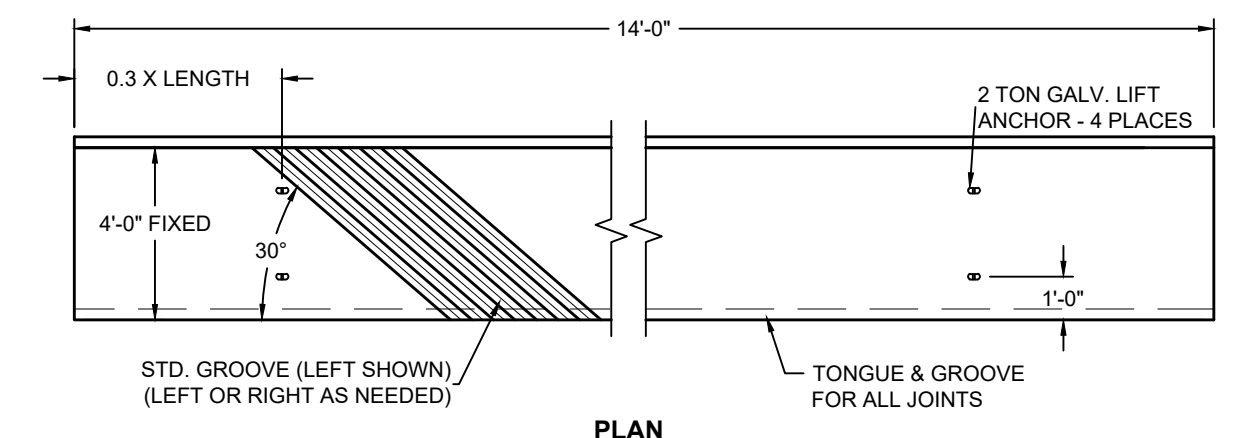
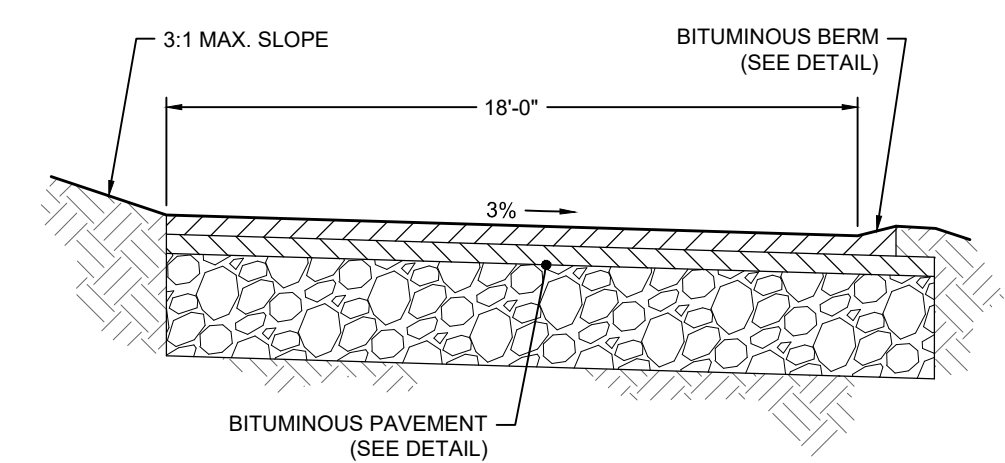
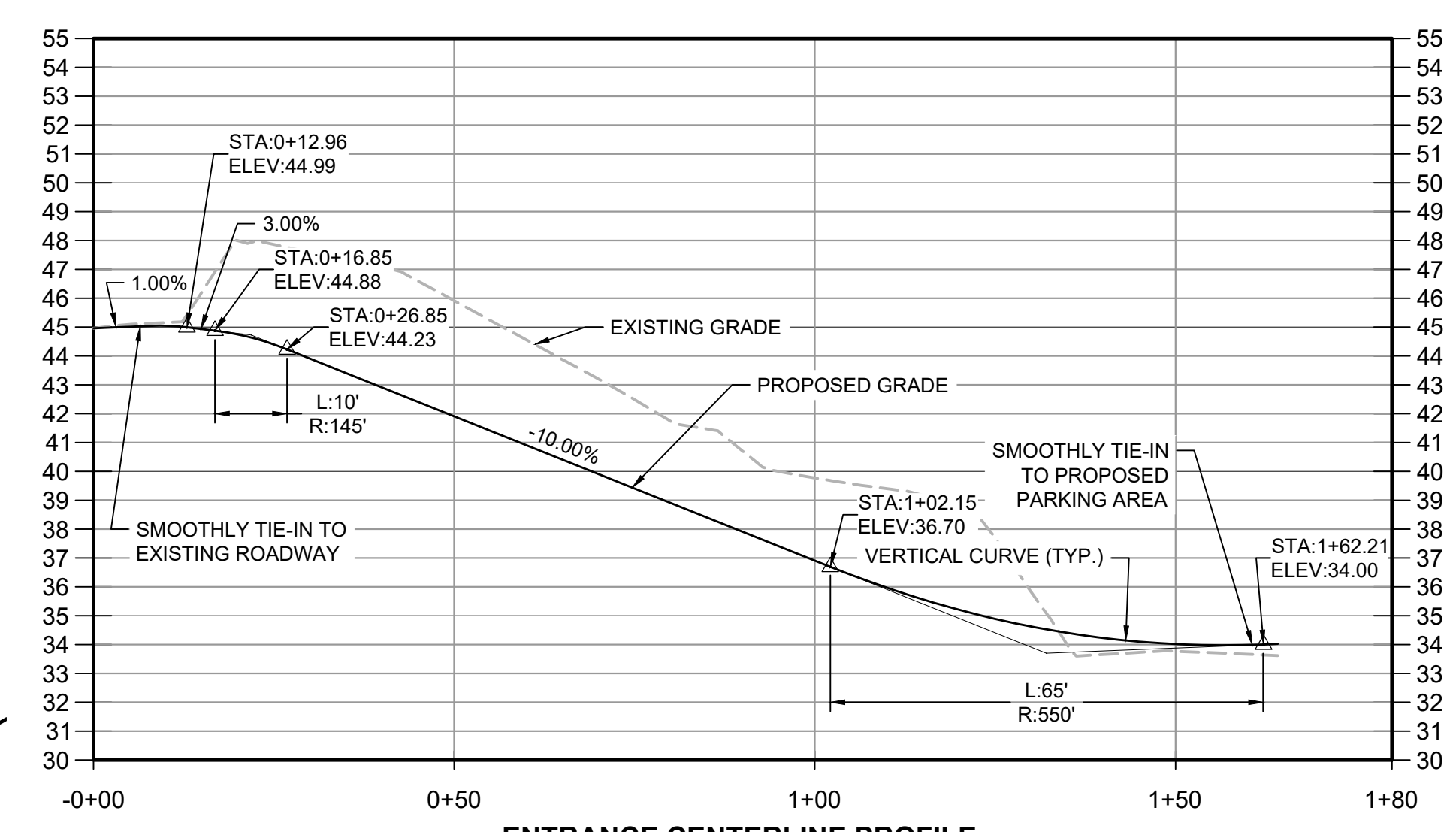
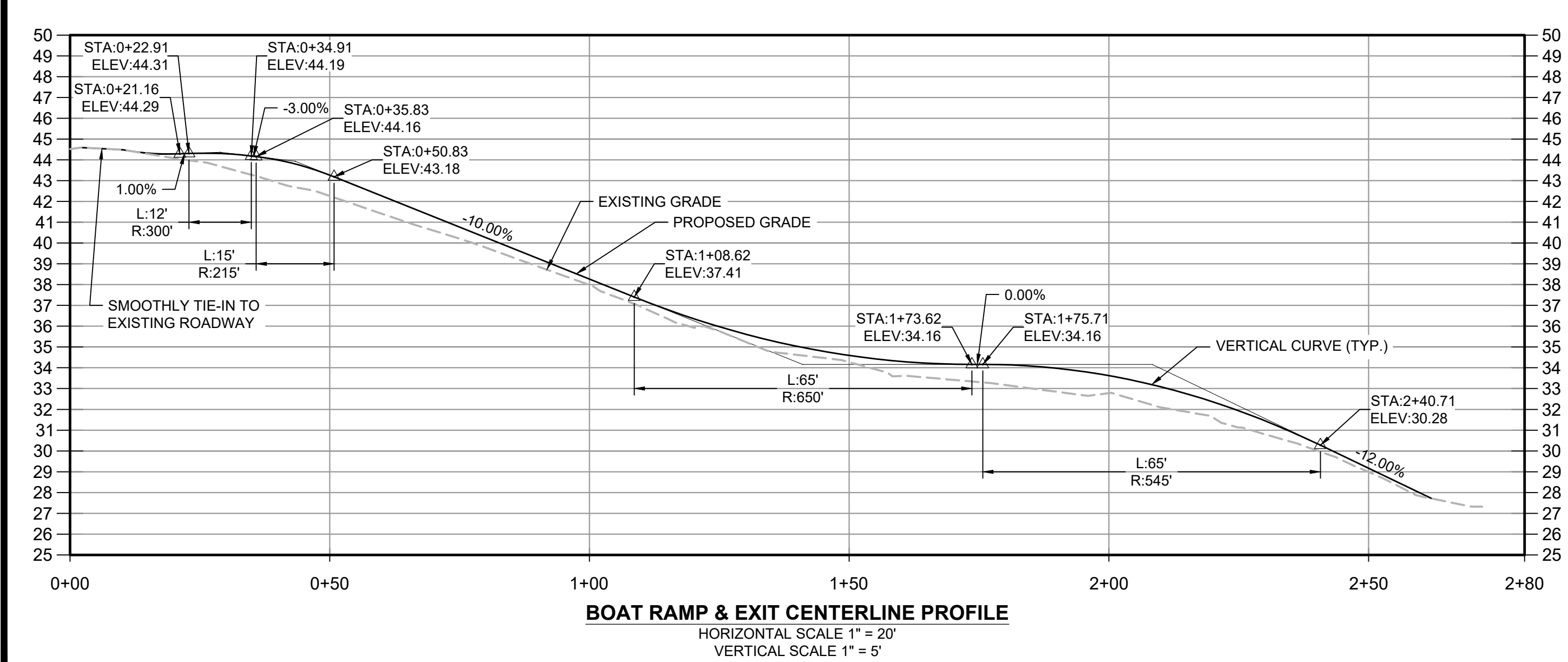
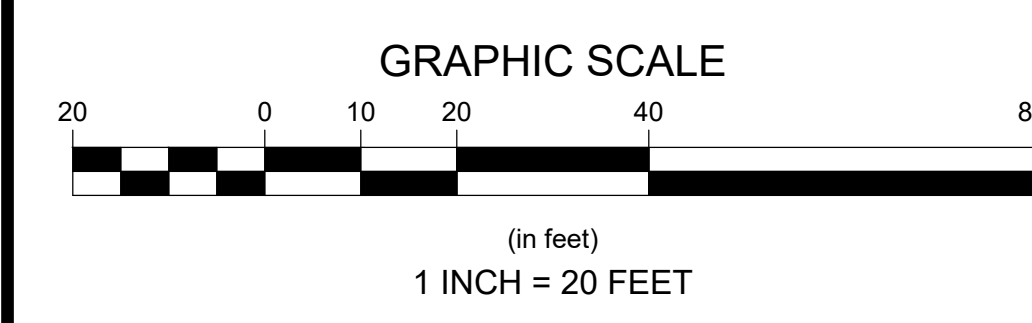
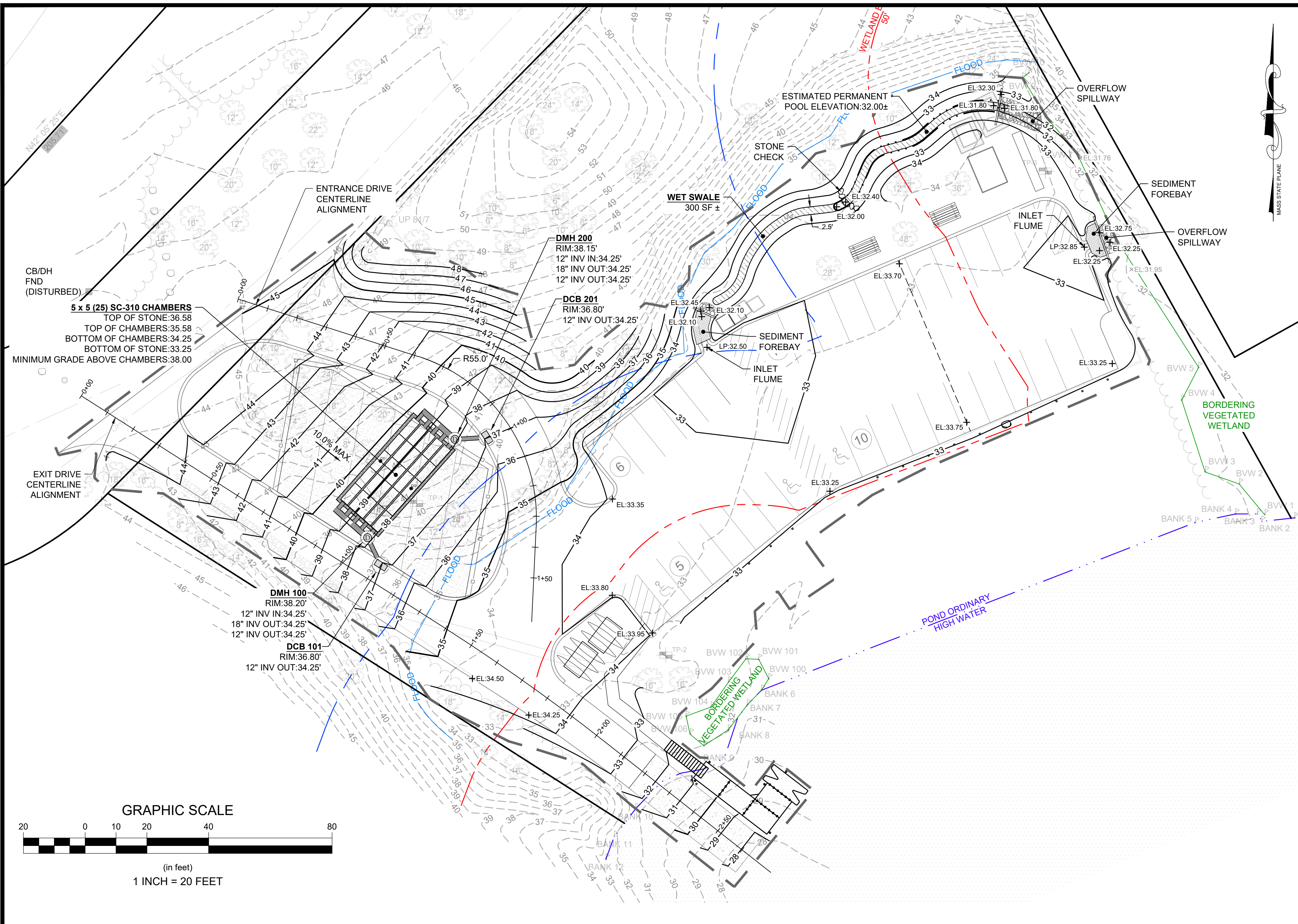
Registration:
 RICHARD A. CLAYTON
 CIVIL ENGINEER
 NO. 45116
 REGISTERED PROFESSIONAL ENGINEER

Project Number: 17090
 Sheet: 4 of 10
 Sheet Number: C-4





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PRECAST CONCRETE BOAT RAMP PLANK
NOT TO SCALE

Revisions	Date	By	Appr.	Description
1				
2				
3				
4				
5				

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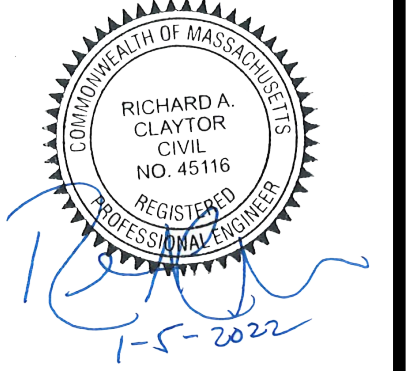
Designed By: MCL
Checked By: RAC
Date: JANUARY 2023

**LONG POND TOWN BEACH
BOAT RAMP & PARKING IMPROVEMENTS
BREWSTER, MASSACHUSETTS**

Plan Title: **GRADING & DRAINAGE PLAN**

Prepared For:
**Brewster Department of
Natural Resources**
2188 Main Street
Brewster, MA 02531
Phone: (508) 825-8135
Fax: ---

Survey Provided By:
Horsley Witten Group, Inc.
90 Route 6A
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Phone: (508) 833-3150
Fax: (508) 833-3150
Date: June 27, 2017



last modified: 01/05/23 printed: 01/05/23 by kk H:\Projects\2017\17090 Brewster Long Pond Ramp\Drawings\17090 LA.dwg

SYMBOL LEGEND:

-  PROPOSED EVERGREEN TREE
-  PROPOSED DECIDUOUS TREE
-  UPLAND SEED MIX - MOW ANNUALLY IN THE SPRING, ONLY AS NEEDED
-  COLONIAL SEED - STABILIZER MIX
-  WAVY HAIR GRASS
-  LITTLE BLUESTEM
-  BIG BLUESTEM
-  UPLAND BENT GRASS
-  HARD FESCUES
-  CANADA WILD RYE
-  SWAN SEDGE
-  GOLDENROD
-  BUTTERFLY MILKWEED
-  LANCE LEAVED COREOPSIS
-  PARTRIDGE PEA
-  TICK-TREFOIL
-  UPLAND SEED MIX WITH UPLAND PLANTS, SEE PLANT LIST
-  WET SWALE PLANTS, SEE PLANT LIST
-  PARKING LOT BUFFER SWITCHGRASS

LANDSCAPE NOTES:

TRANSPLANTED PLANTS TO BE FIELD LOCATED BY THE LANDSCAPE ARCHITECT/BIOLOGIST

PREFERRED PLANT LISTS

Canopy Trees

Key	Botanical Name	Common Name	Size	Spacing
Deciduous Trees				
QV 4	<i>Quercus velutina</i>	Black Oak	2-2.5" cal.	As Shown
Evergreen Trees				
JV 6	<i>Juniperus virginiana</i>	Eastern Red Cedar	5-6' B&B	As Shown
PR 2	<i>Pinus rigida</i>	Pitch Pine	5-6' B&B	As Shown

Upland Plant List

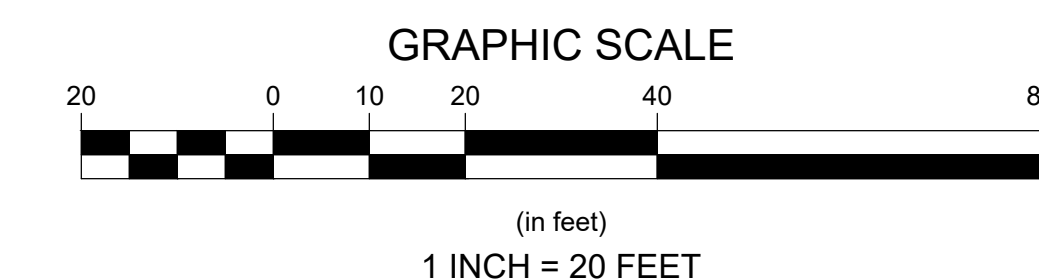
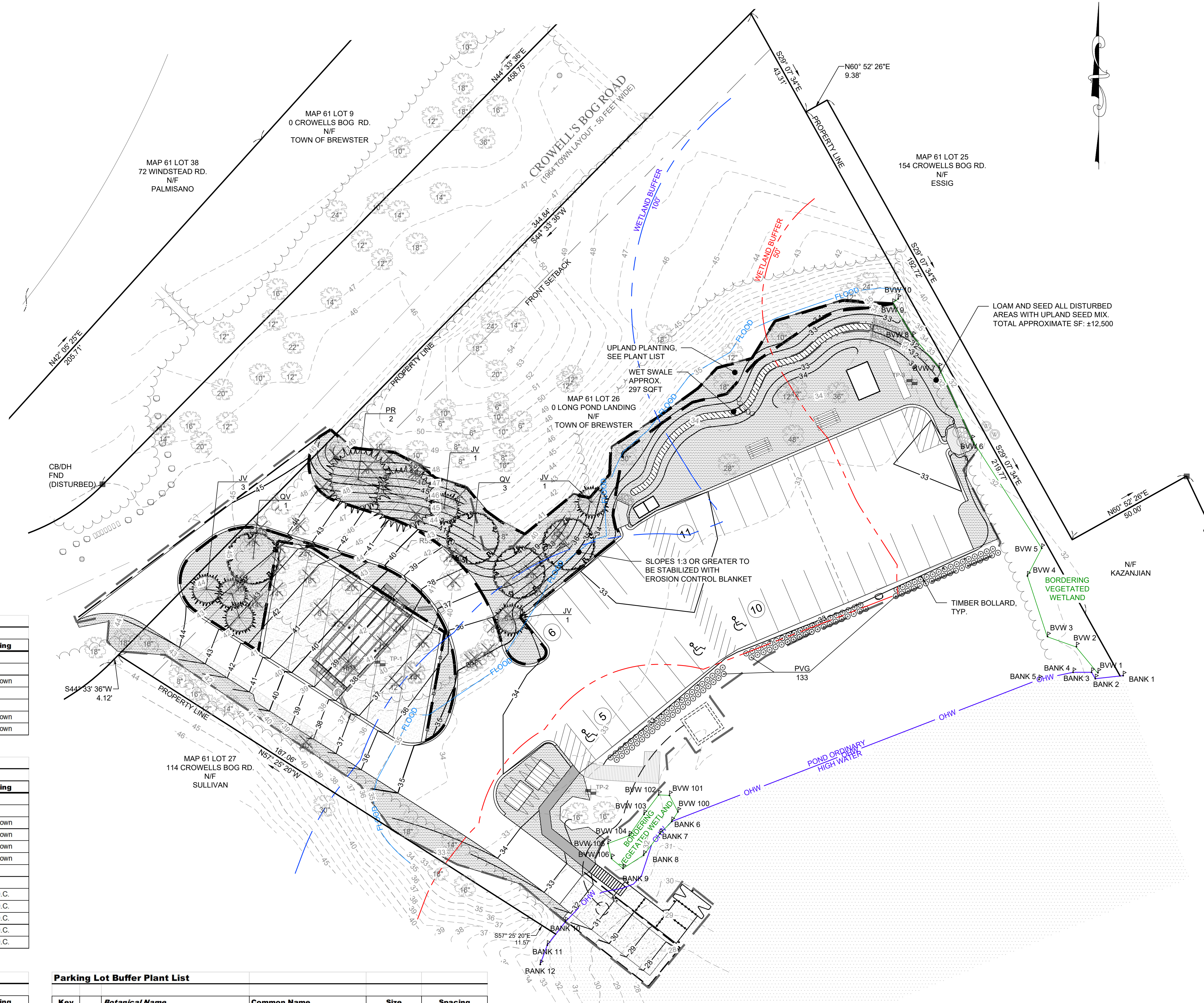
Key	Botanical Name	Common Name	Size	Spacing
Shrubs				
AA 12	<i>Aronia arbutifolia</i>	Red Chokeberry	#3	As Shown
MP 12	<i>Myrica pensylvanica</i>	Northern Bayberry	#5	As Shown
VA 12	<i>Vaccinium angustifolium</i>	Lowbush Blueberry	#1	As Shown
VC1 20	<i>Vaccinium corymbosum</i>	Highbush Blueberry	#3	As Shown
Ground Cover/Grasses/Perennials				
ATW 100	<i>Asclepias tuberosa</i>	Butterfly Weed	plugs	12" O.C.
CPE 250	<i>Carex pensylvanica</i>	Pennsylvania Sedge	plugs	12" O.C.
DF 250	<i>Deschampsia flexuosa</i>	Wavy Hair Grass	plugs	18" O.C.
GP 250	<i>Gaultheria procumbens</i>	Tea Berry, Wintergreen	#1	18" O.C.
SS 300	<i>Schizachyrium scoparium</i>	Little Bluestem	plugs	18" O.C.

Wetswale Plant List

Key	Botanical Name	Common Name	Size	Spacing
Ground Cover/Grasses/Perennials				
ATW 15	<i>Asclepias tuberosa</i>	Butterfly Weed	plugs	12" O.C.
CAM 100	<i>Carex amphibola</i>	Creek Sedge	plugs	12" O.C.
CG 15	<i>Chelone glabra</i>	White Turtlehead	plugs	12" O.C.
DF 100	<i>Deschampsia flexuosa</i>	Wavy Hair Grass	plugs	12" O.C.
EP 15	<i>Eupatorium perfoliatum</i>	Boneset	plugs	12" O.C.
PD 15	<i>Penstemon digitalis</i>	Beardtongue	plugs	12" O.C.
SSG 30	<i>Solidago sempervirens</i>	Seaside Goldenrod	plugs	12" O.C.

Parking Lot Buffer Plant List

Key	Botanical Name	Common Name	Size	Spacing
Ground Cover/Grasses/Perennials				
PVG 133	<i>Panicum virgatum</i>	Switch Grass	#1	30" O.C.



Revisions

Rev	Date	By	Appr	Description
1	12/28/22	MCI	RAC	Hatch revisions to reflect ST cells
2	02/10/23	KJK	HLC	Revised seeding areas and SF

Checked By: HLC
 Drawn By: KJK
 Designated By: KJK
 Date: JANUARY 2023

Horsley Witten Group, Inc.
 Sustainable Environmental Solutions
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 Phone: (508) 833-6600 voice
 508-833-3150 fax

**LONG POND TOWN BEACH
 BOAT RAMP & PARKING IMPROVEMENTS
 BREWSTER, MASSACHUSETTS**

Plant Title: **PLANTING PLAN**

Prepared For:
**Brewster Department of
 Natural Resources**
 2188 Main Street
 Brewster, MA 02631
 Phone: (508) 825-9135
 Fax: ---

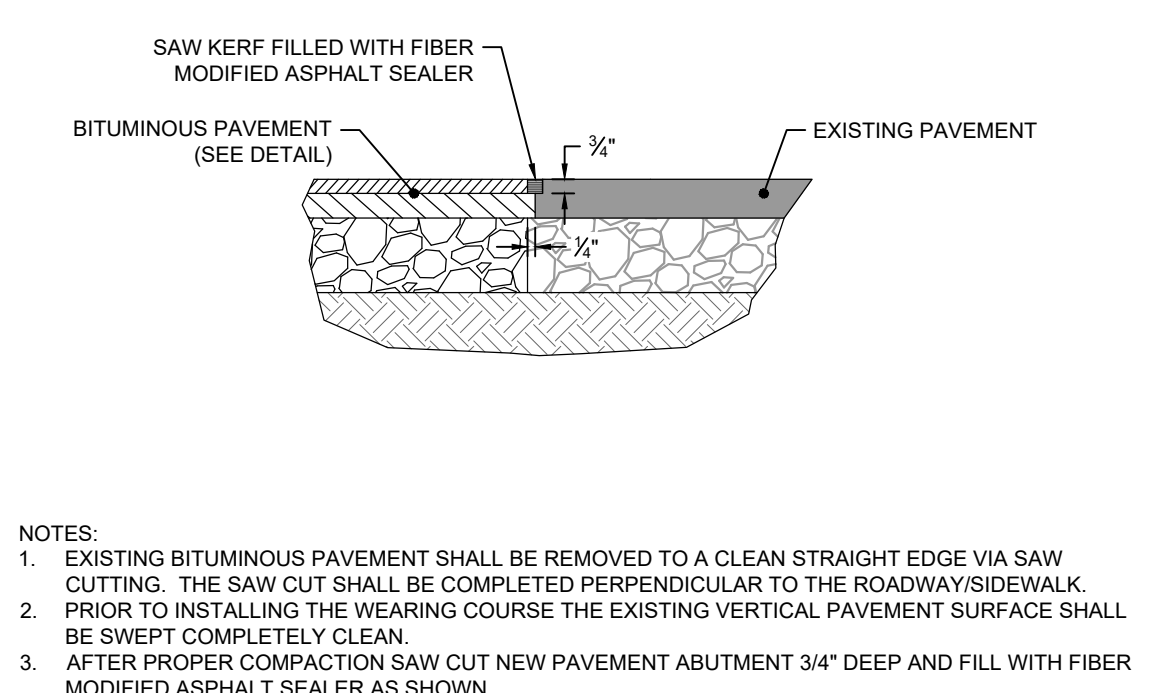
Survey Provided By:
Horsley Witten Group, Inc.
 80 Route 6A
 Sandwich, MA 02564
 Phone: (508) 833-6600
 Fax: (508) 833-3150
 Date: June 27, 2017

Project Number: **17090**

Sheet: **7 of 10**

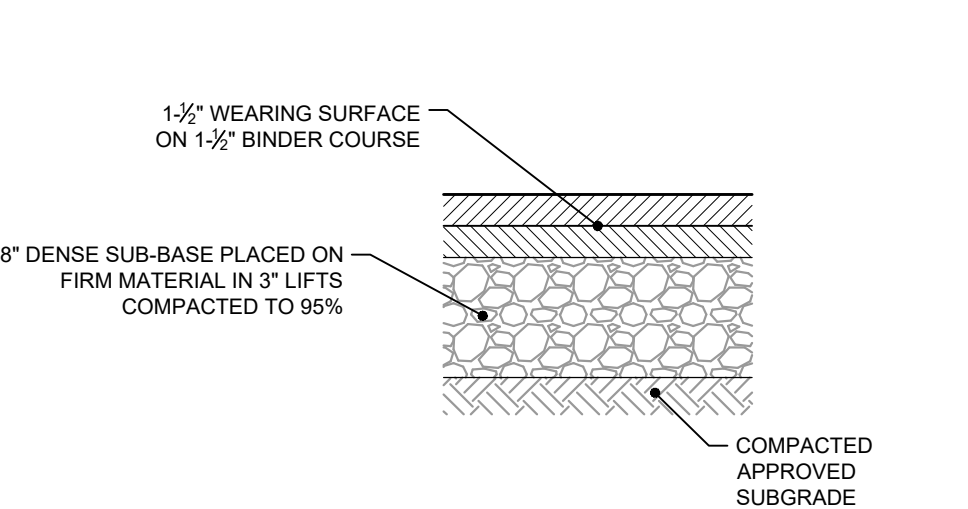
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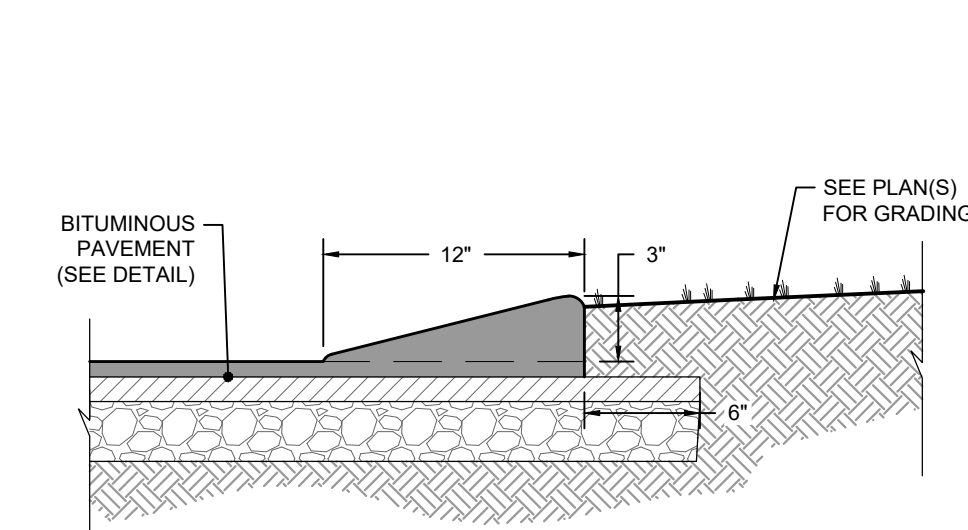
- NOTES:
- EXISTING BITUMINOUS PAVEMENT SHALL BE REMOVED TO A CLEAN STRAIGHT EDGE VIA SAW CUTTING. THE SAW CUT SHALL BE COMPLETED PERPENDICULAR TO THE ROADWAYSIDEWALK.
 - PRIOR TO INSTALLING THE WEARING COURSE THE EXISTING VERTICAL PAVEMENT SURFACE SHALL BE SWEEPED COMPLETELY CLEAN.
 - AFTER PROPER COMPACTION SAW CUT NEW PAVEMENT ABUTMENT 3/4" DEEP AND FILL WITH FIBER MODIFIED ASPHALT SEALER AS SHOWN.

PAVEMENT PATCH
NOT TO SCALE



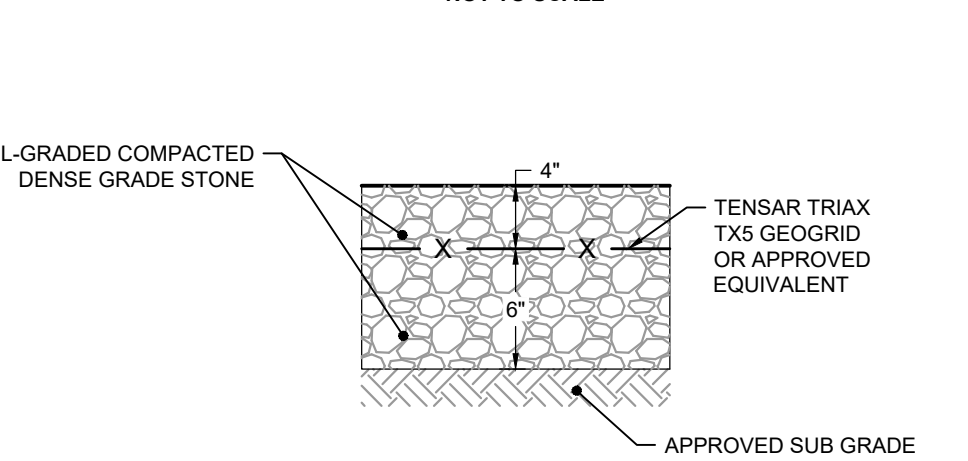
- GENERAL NOTES:
- EXISTING SUB-GRADE SHALL CONSIST OF INERT MATERIAL THAT IS HARD, DURABLE STONE AND/OR COURSE SAND, FREE FROM LOAM. IF UNSUITABLE MATERIALS ARE ENCOUNTERED NOTIFY ENGINEER IMMEDIATELY.
 - SUB GRADE MATERIAL MAY BE DENSE GRADE, RECLAIMED ASPHALT, OR CRUSHED STONE AND SHALL BE COMPACTED TO 95% COMPACTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 - PRIOR TO INSTALLING THE WEARING COURSE THE EXISTING BINDER COURSE SURFACE SHALL BE SWEEPED COMPLETELY CLEAN BY A STREET SWEEPING MACHINE AND A TACK COAT SHALL BE INSTALLED TO A LEVEL APPROVED BY THE ENGINEER.

BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



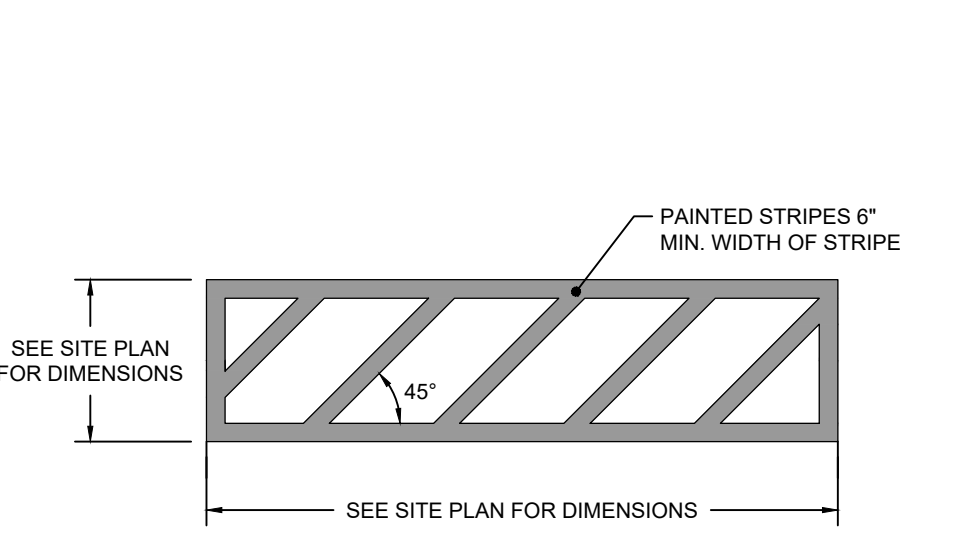
- NOTES:
- BERM TO BE CONSTRUCTED OF AND INTEGRAL WITH BITUMINOUS WEARING SURFACE COURSE AS SHOWN.
 - BERM SHALL BE FOUNDED ENTIRELY ON THE BASE COURSE.
 - BRING FINISH GRADE AT THE BACK OF THE BERM TO THE TOP OF THE BACK EDGE OF BERM.

BITUMINOUS BERM
NOT TO SCALE



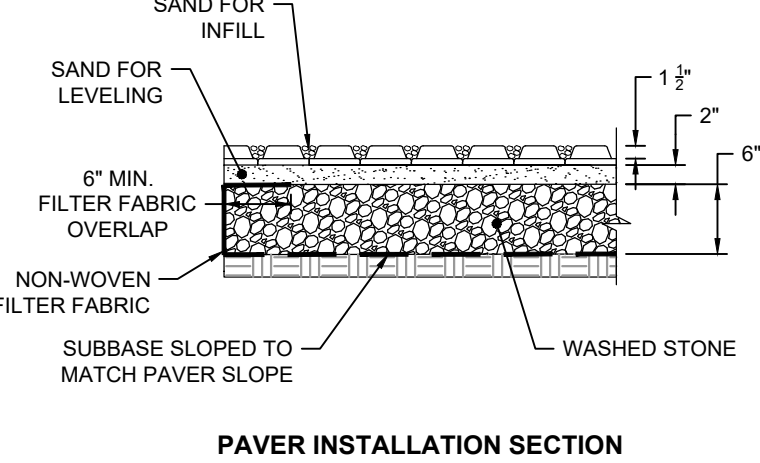
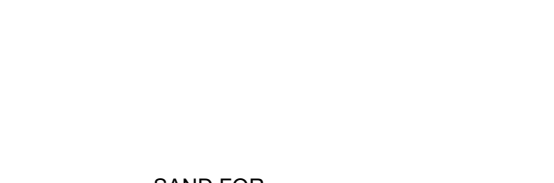
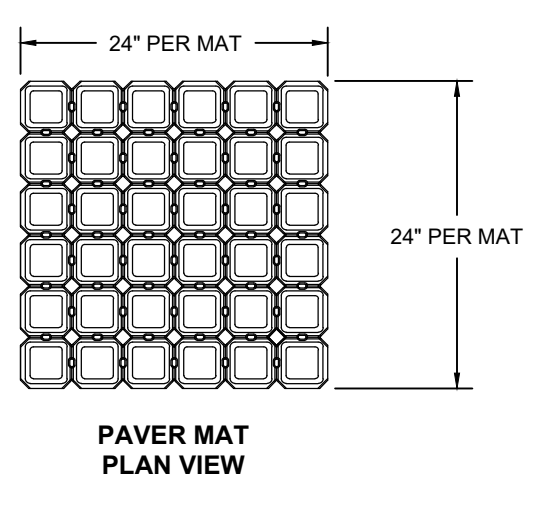
- GENERAL NOTES:
- SUB GRADE (EXISTING MATERIAL) SHALL CONSIST OF INERT MATERIAL THAT IS HARD, DURABLE STONE AND/OR COURSE SAND, FREE FROM LOAM AND ORGANIC MATERIAL.
 - SUB GRADE FILL SHALL BE COMPACTED TO 95% COMPACTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 - SEE SITE PLAN FOR LAYOUT AND LOCATION.
 - SEE GRADING PLANS FOR PAVEMENT SLOPE AND CROSS SLOPE.
 - PRIOR TO INSTALLATION THE CONTRACTOR SHALL COORDINATE AND CONFIRM INSTALLATION PROCEDURES WITH GEOGRID MANUFACTURER.

GRAVEL PARKING AREA
NOT TO SCALE



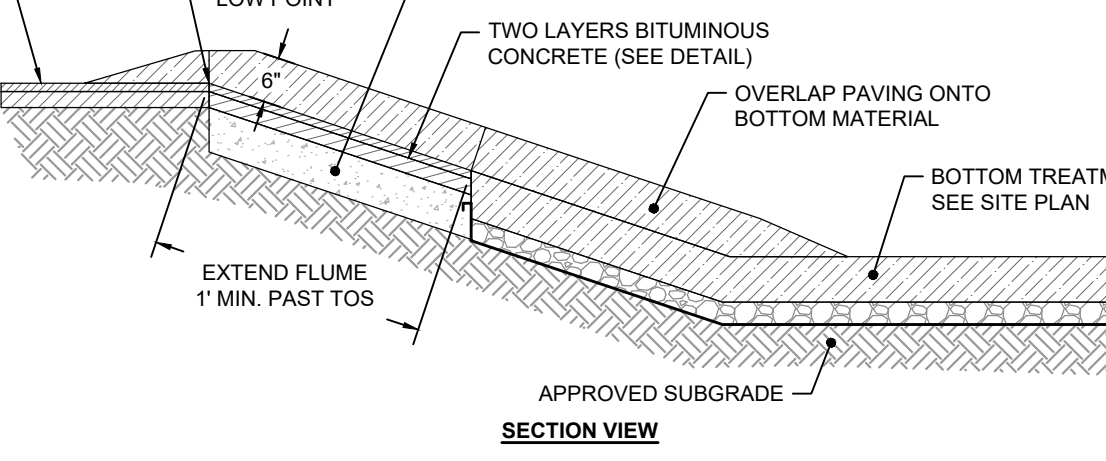
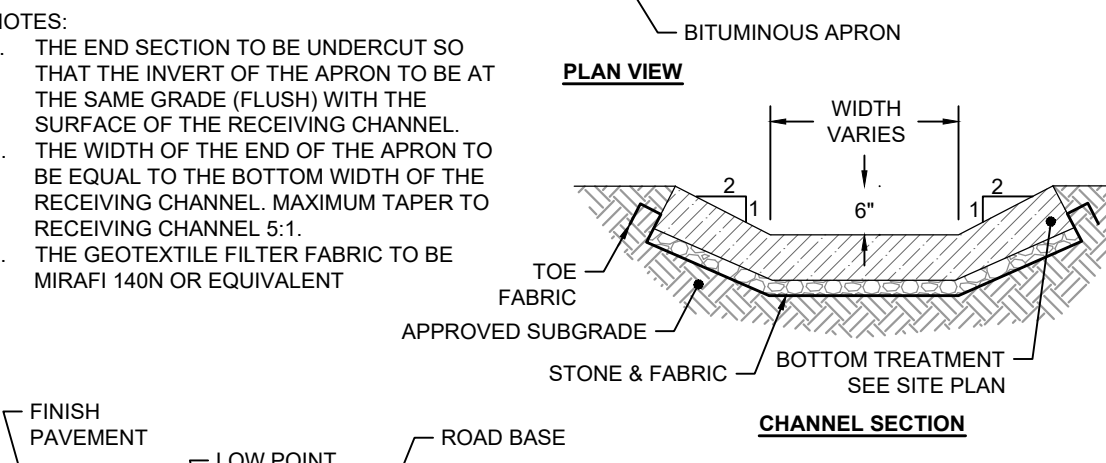
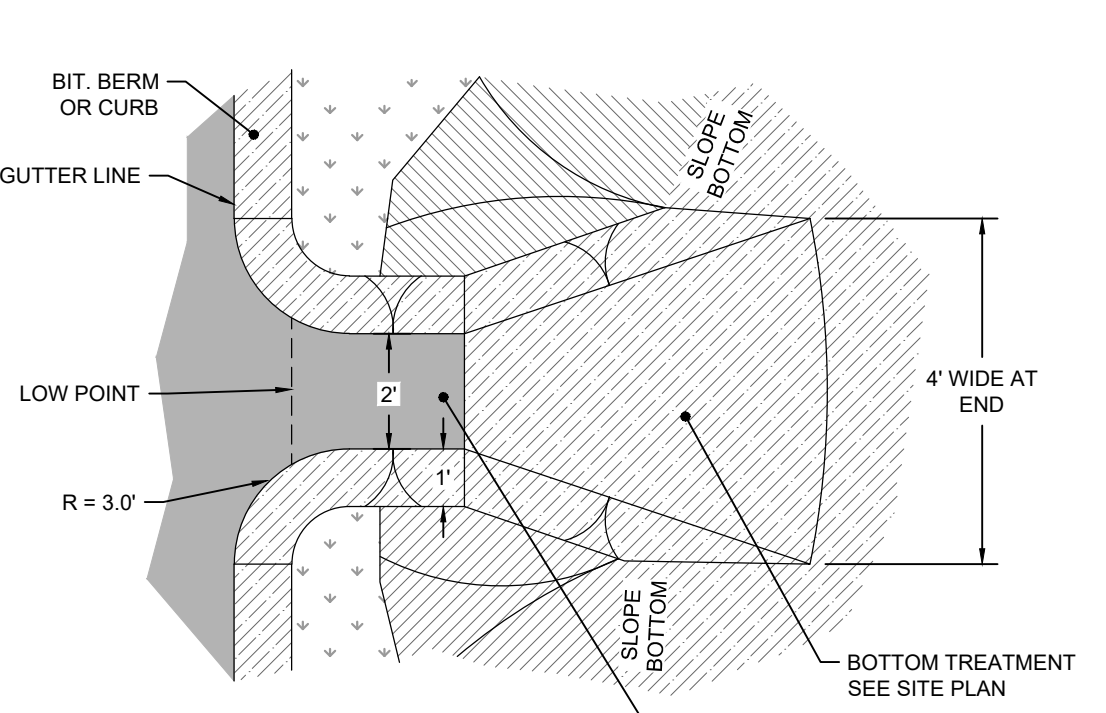
- NOTE:
- ALL PARKING LOT STRIPING SHALL BE 6" SOLID WHITE PAINTED LINES.
 - ALL PAINT SHALL BE NON-SKID.
 - PAINT LINES SHALL BE WHITE.

PAINTED STRIPING
NOT TO SCALE

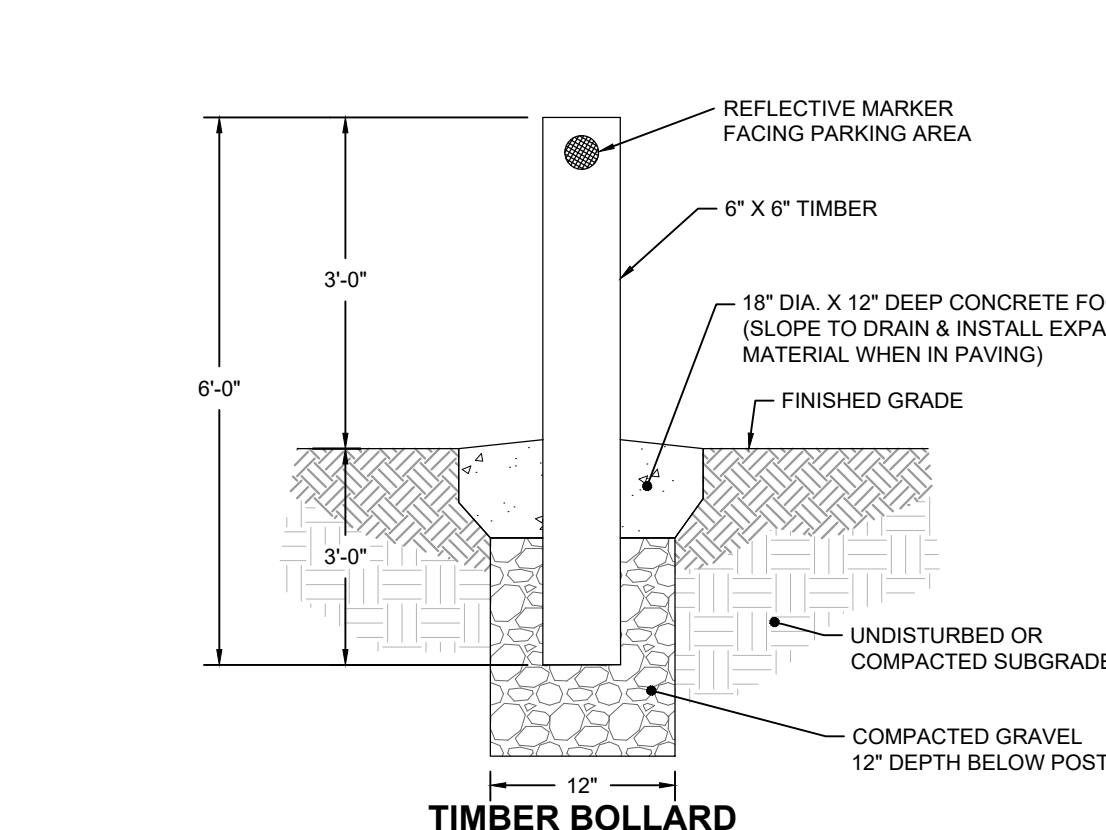


- NOTES:
- SEE SPECIFICATIONS FOR PLANTABLE/PERMEABLE PAVER REQUIREMENTS.
 - REFER TO MANUFACTURERS REQUIREMENTS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
 - FILTER FABRIC AROUND PERIMETER AND BOTTOM OF STONE BASE. KEY IN MINIMUM 6".

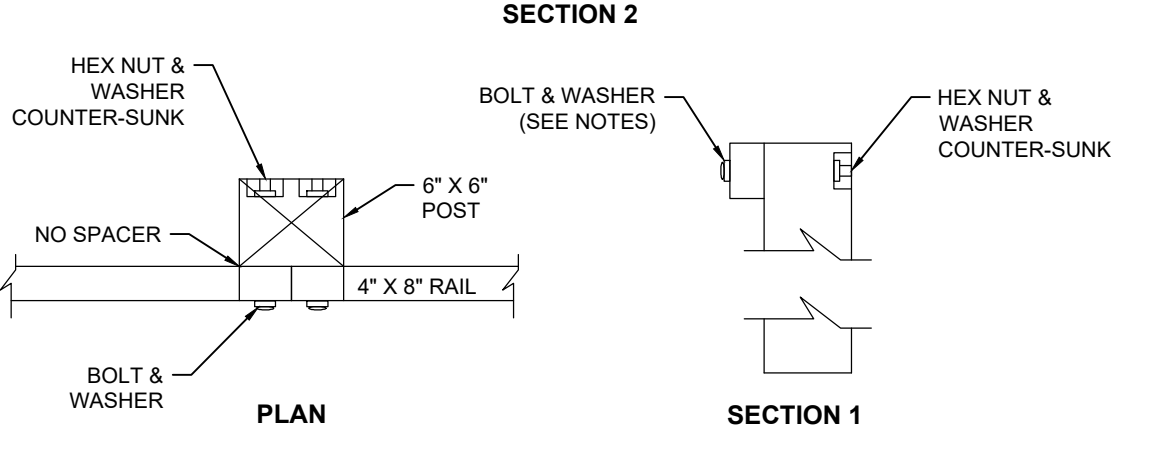
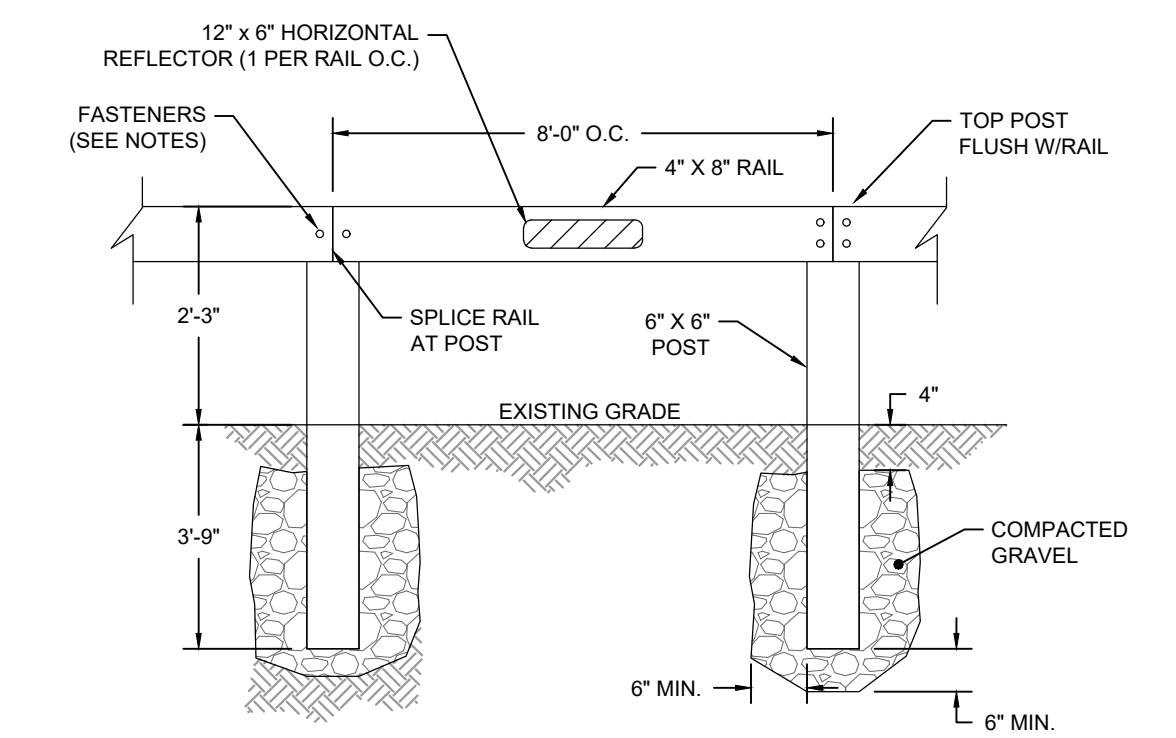
PLANTABLE CONCRETE PAVERS
NOT TO SCALE



INLET FLUME
NOT TO SCALE

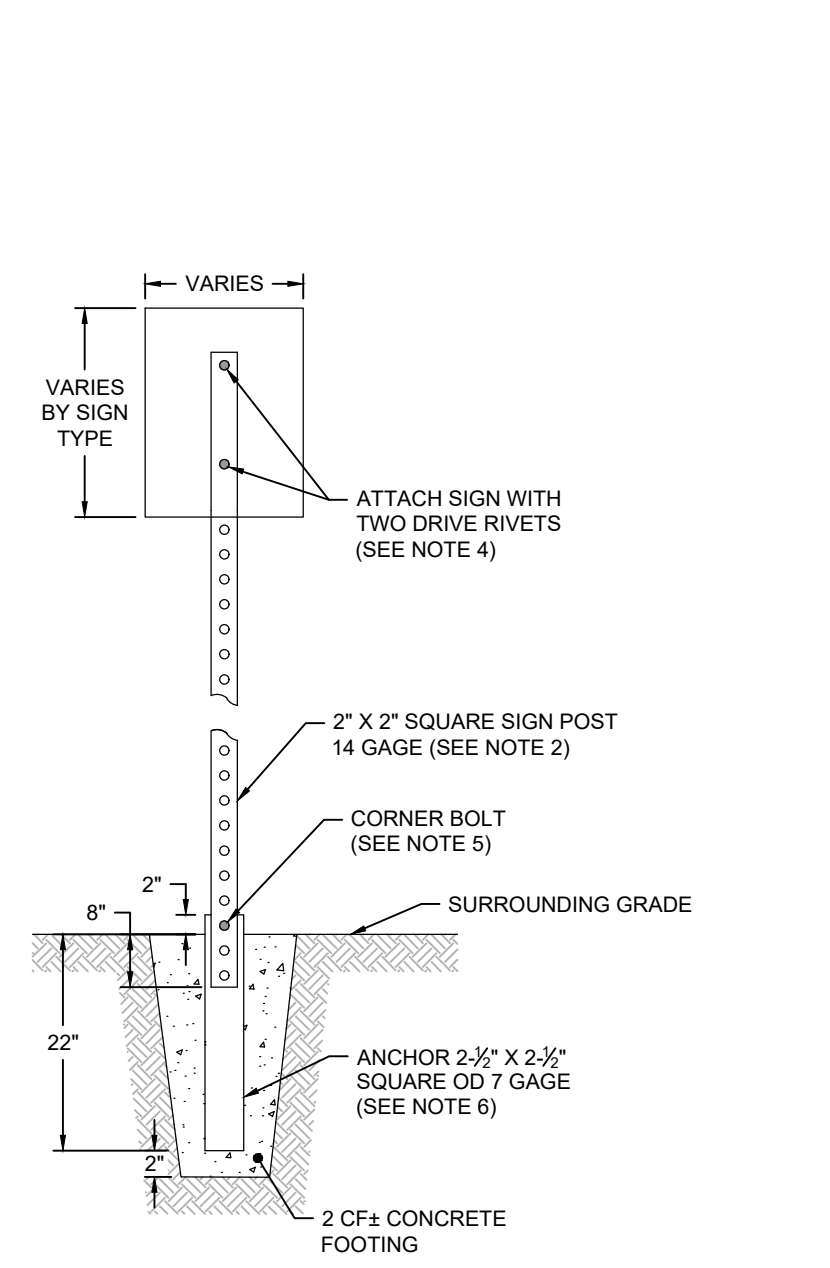


TIMBER BOLLARD
NOT TO SCALE



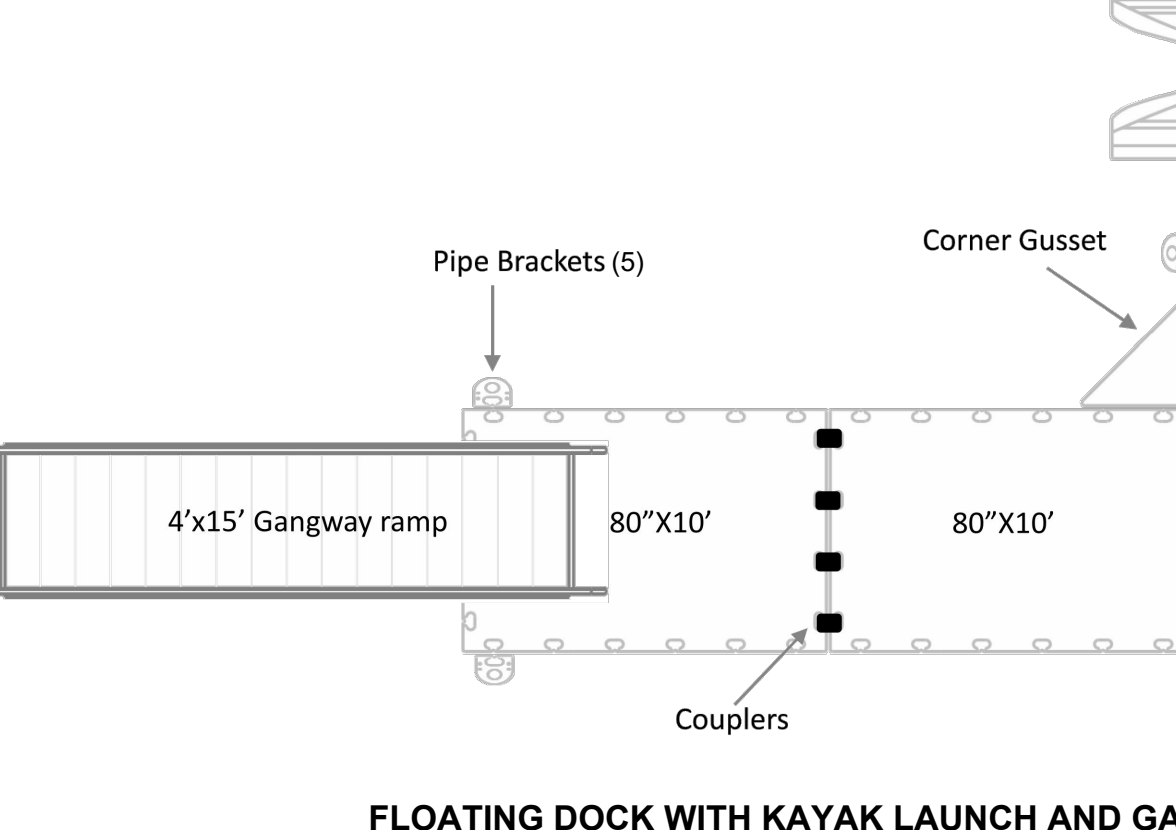
- NOTES:
- SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - POST AND RAILS TO BE PRESSURE TREATED LUMBER.
 - ALL SPLICES ARE TO BE MADE AT POSTS.
 - BUMPER ANCHORS TO BE RAIL BOLTS WITH NUTS AND WASHER CONNECTION. FASTENERS TO BE HOT DIPPED GALVANIZED OR STAINLESS STEEL MATCHING ASTM A153 AND ASTM A653.
 - THE CONTRACTOR TO INSTALL EITHER TWO 3/4" DIA BOLTS OR ONE 2" DIA BOLT AT EACH RAIL TO POST CONNECTION.
 - COMPACTED GRAVEL FOOTING TO EXTEND AROUND THE ENTIRE POST.

TIMBER PARKING BARRIER
NOT TO SCALE

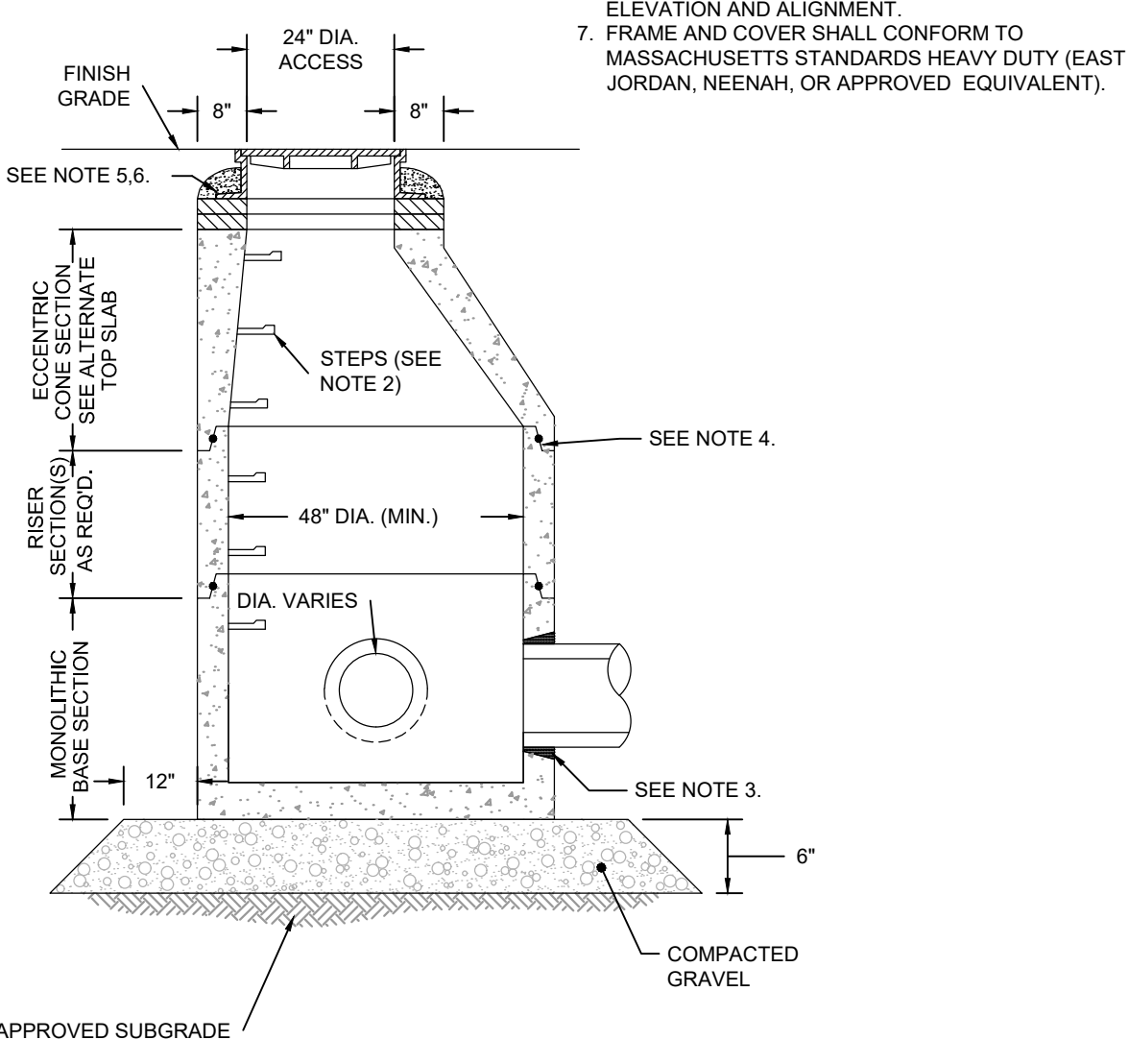
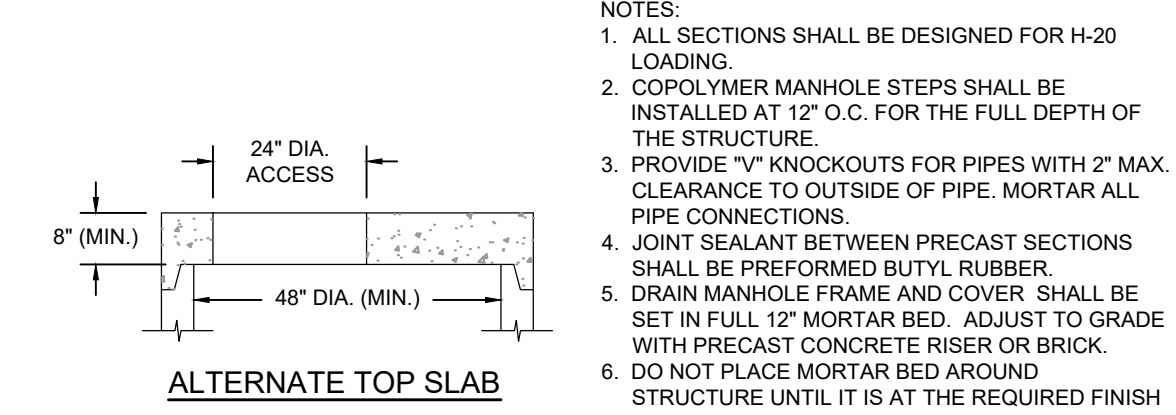


- NOTES:
- SIGN HEIGHT - 6' FROM BOTTOM OF SIGN TO STREET OR SIDEWALK.
 - METAL POSTS SHALL BE TELESAR QUICK PUNCH POST OR EQUAL.
 - POST SHALL BE ROLLED CARBON SHEET STEEL, ASTM A570 GRADE 50 AND BE HOT DIPPED GALVANIZED AASHTO M-120 YIELD STRENGTH 60,000 PSI MIN. POST SHALL HAVE 7/16" DIE-PUNCHED KNOCKOUTS ON 1" CENTERS FULL LENGTH, FOUR SIDES.
 - ANCHOR SHALL HAVE 4 7/16" HOLES ONE EACH SIDE 2" FROM TOP END. DRIVE RIVETS TO BE TL3806 3/8" DIA. OR EQUAL.
 - CORNER BOLTS TO BE TL2516M OR EQUAL.
 - POST FINISH TO BE SHOP APPLIED BLACK POWDER COATING.

SIGN
NOT TO SCALE

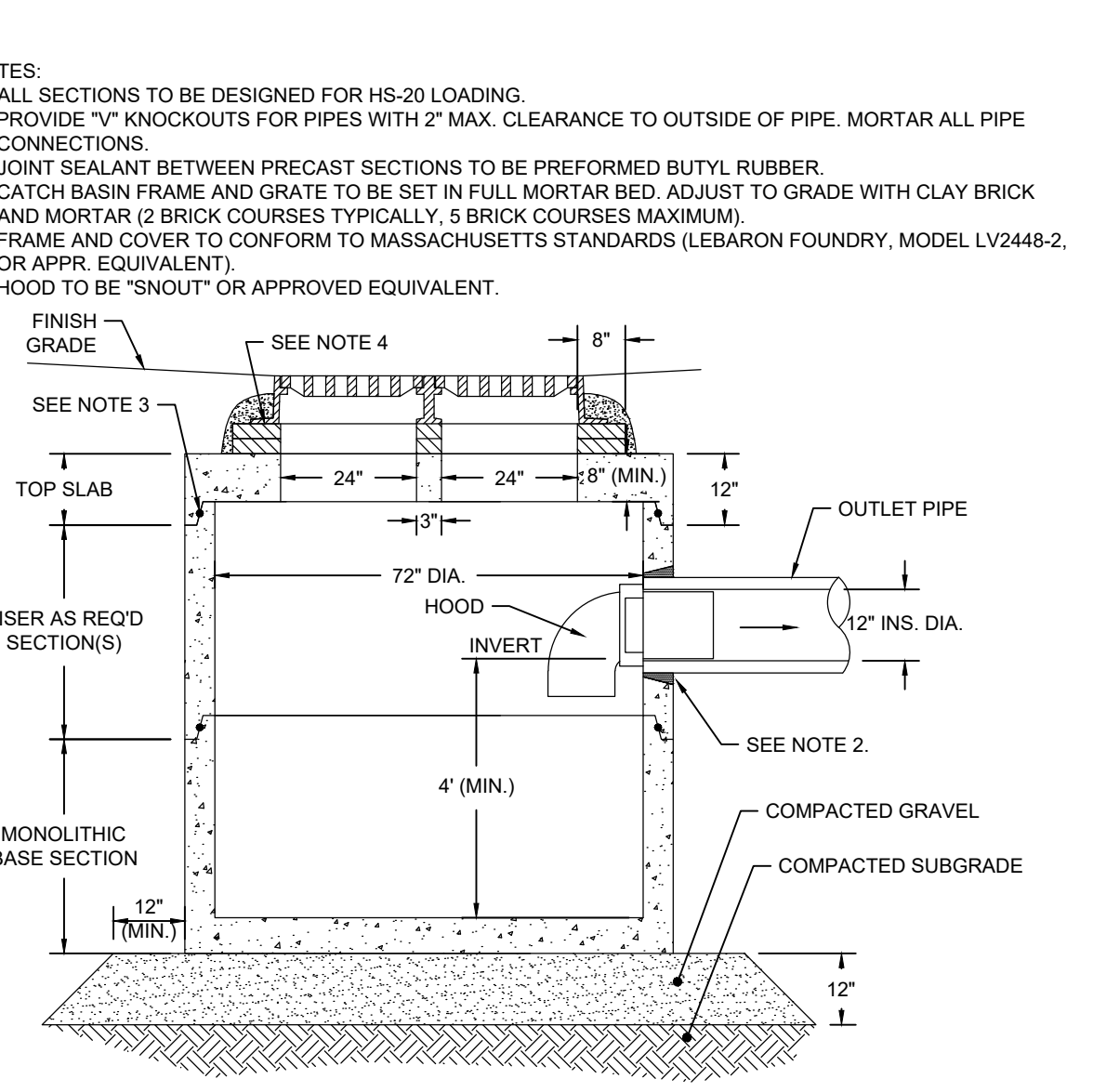


FLOATING DOCK WITH KAYAK LAUNCH AND GANGWAY
NOT TO SCALE



- NOTES:
- ALL SECTIONS SHALL BE DESIGNED FOR H-20 LOADING.
 - PROVIDE 1" KNOCKOUTS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
 - JOINT SEALANT BETWEEN PRECAST SECTIONS TO BE PREFORMED BUTYL RUBBER.
 - CATCH BASIN FRAME AND GRATE TO BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH CLAY BRICK AND MORTAR (2 BRICK COURSES TYPICALLY, 5 BRICK COURSES MAXIMUM).
 - FRAME AND COVER TO CONFORM TO MASSACHUSETTS STANDARDS (LEBARON FOUNDRY, MODEL LV2448-2, OR APPR. EQUIVALENT).
 - HOOD TO BE "SNOUT" OR APPROVED EQUIVALENT.

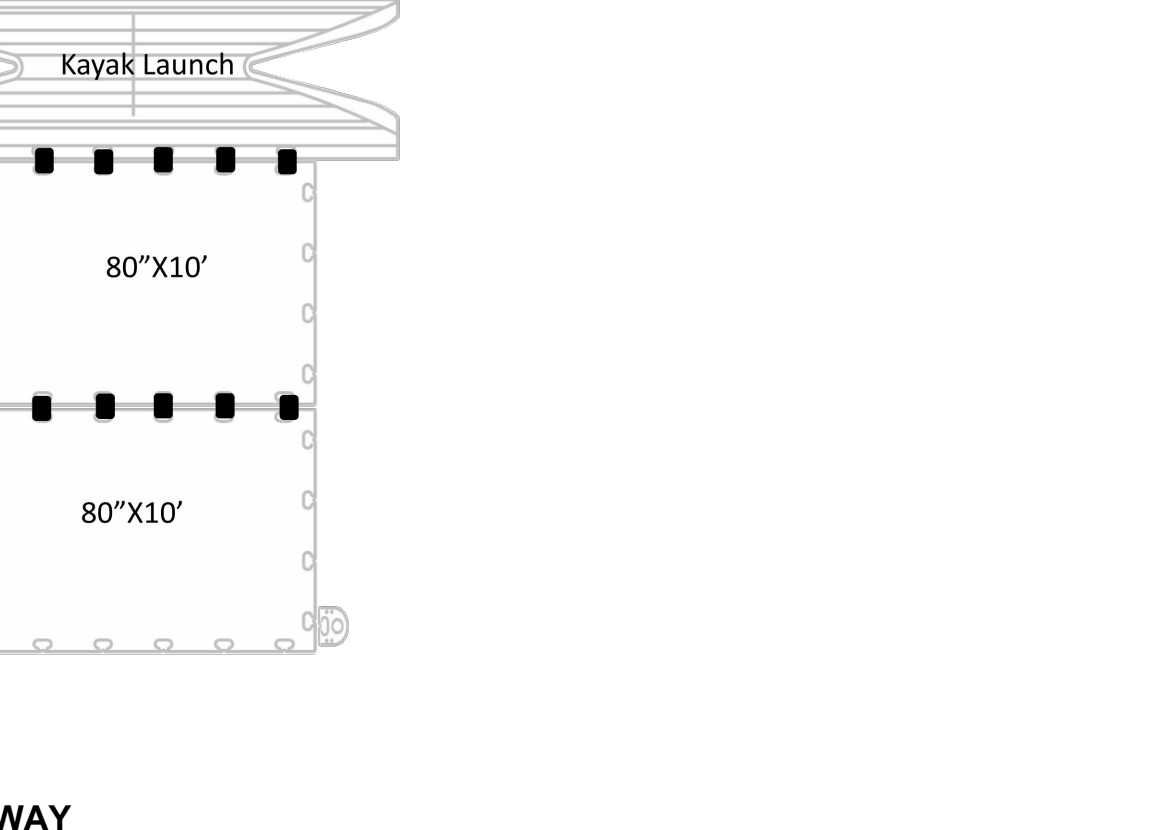
PRECAST DRAIN MANHOLE (DMH)
NOT TO SCALE



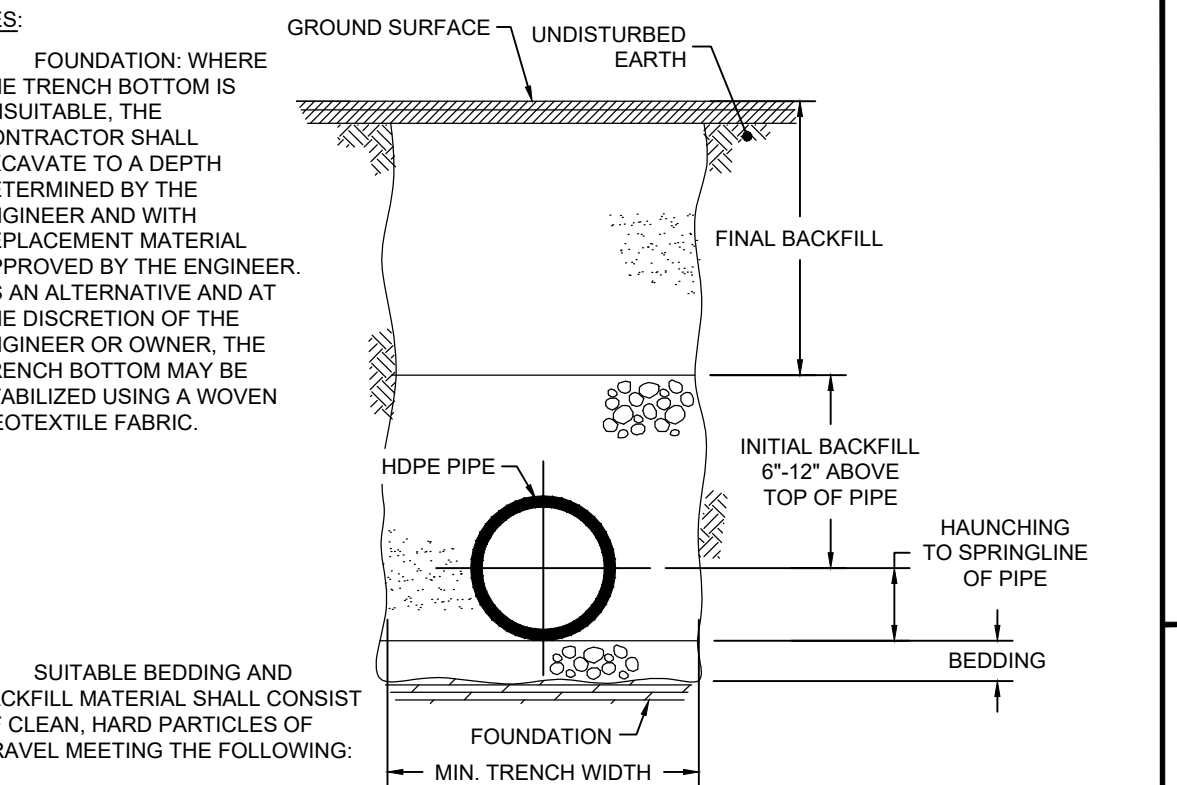
PRECAST DOUBLE INLET CONCRETE CATCH BASIN (DCB) WITH HOOD
NOT TO SCALE



DRAINAGE STRUCTURE FRAME AND COVER OR GRATE
NOT TO SCALE



- NOTES:
- FRAME AND COVER TO CONFORM TO RIDOT (EAST JORDAN, NEENAH, OR APPROVED EQUIVALENT)
 - ALL H20 LOADING.
 - MIN. FRAME WEIGHT: 4" FLANGE 295 LBS
 - MIN. FRAME WEIGHT: 3" FLANGE 265 LBS
 - MATERIAL: CAST IRON
 - MIN. GRATE WEIGHT: 200LBS.
 - SEE CATCH BASIN AND MANHOLE DETAILS FOR INSTALLATION.



- NOTES:
- FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSUITABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH DETERMINED BY THE ENGINEER AND WITH REPLACEMENT MATERIAL APPROVED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE ENGINEER OR OWNER, THE TRENCH BOTTOM MAY BE STABILIZED USING A WOVEN GEOTEXTILE FABRIC.
 - SUITABLE BEDDING AND BACKFILL MATERIAL SHALL CONSIST OF CLEAN, HARD PARTICLES OF GRAVEL MEETING THE FOLLOWING:

SEIVE SIZE % PASSING:	
3/4"	85-95
NO. 4	5-15
NO. 8	0-2

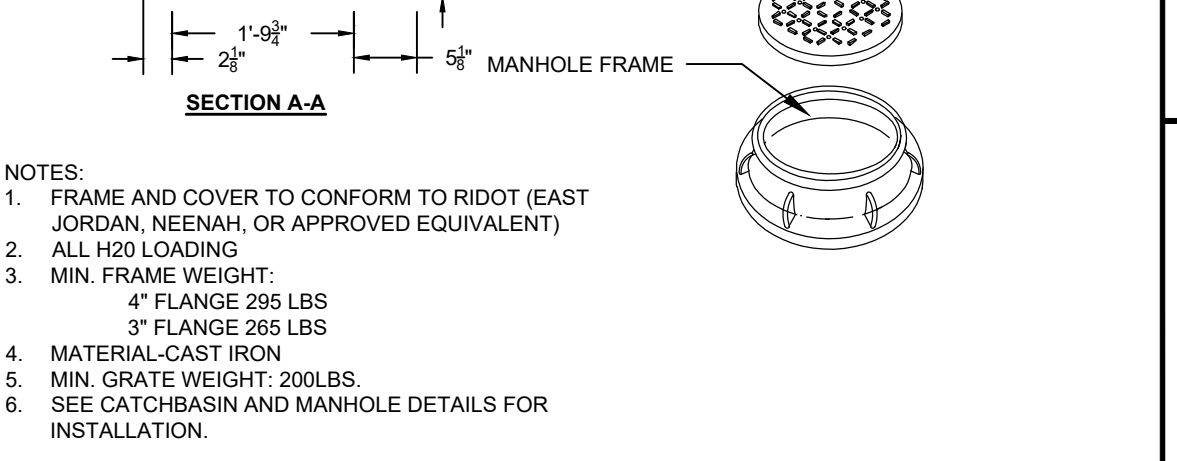
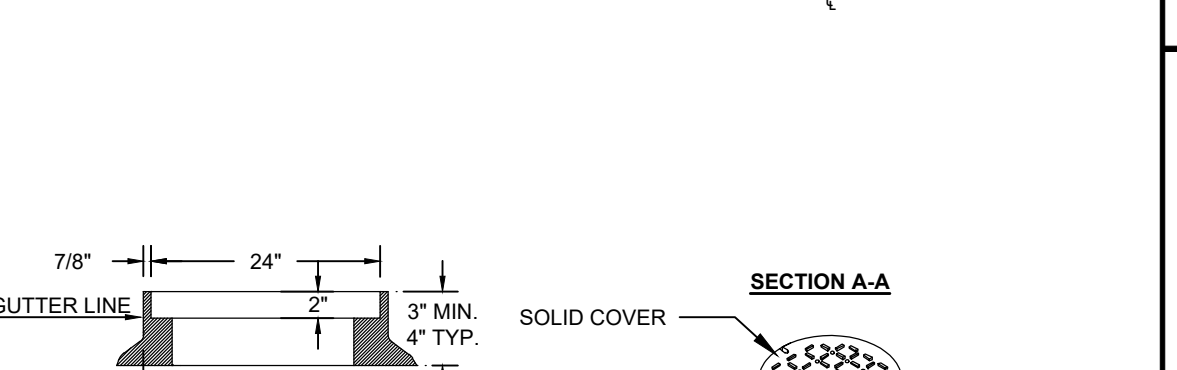
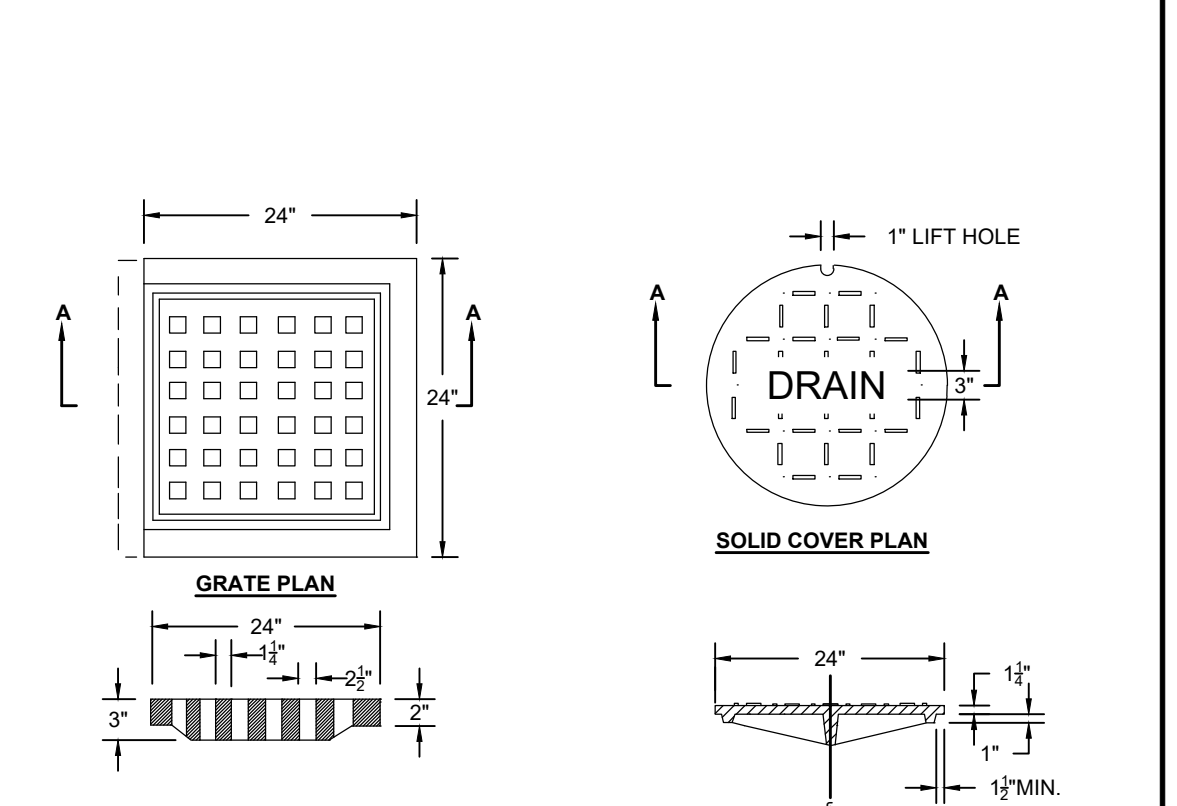
MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.

MINIMUM BEDDING THICKNESS SHALL BE 4" FOR 4" ID TO 24" ID HDPE PIPE.

SURFACE LIVE LOADING CONDITION	MINIMUM COVER *
H20	12"

* TOP OF PIPE TO BOTTOM OF BITUMINOUS PAVEMENT THE MINIMUM COVER FOR A HDPE PIPE IS 1'-0" FOR H-20 TRAFFIC LOADS IF INSTALLED IN ACCORDANCE WITH AASHTO SECTION 30. THIS IS BASED ON EMPIRICAL CALCULATION OF LOAD RESPONSE, MANUFACTURER'S TESTING AND FIELD EXPERIENCE WITH THE PIPE. AASHTO SPECIFICATIONS SECTION 18.4.1.5 DEFINES THE MINIMUM COVER AS 12" BUT NOT LESS THAN 12 INCHES. THIS COVER IS MEASURED FROM THE PIPE OD TO THE TOP OF A RIGID (CONCRETE) PAVEMENT OR THE BOTTOM OF A FLEXIBLE (BITUMINOUS) PAVEMENT. BOTH AASHTO AND ASTM, AS WELL AS MOST MANUFACTURERS, REQUIRE ADDITIONAL (TEMPORARY) COVER, MOUNTED OVER THE PIPE AND REMOVED FOR FINAL GRADING AND PAVING, IS SUFFICIENT FOR LARGE CONSTRUCTION VEHICLE LOADS.

TYPICAL DRAINAGE PIPE TRENCH
NOT TO SCALE



DRAINAGE STRUCTURE FRAME AND COVER OR GRATE
NOT TO SCALE

- NOTES:
- FRAME AND COVER TO CONFORM TO RIDOT (EAST JORDAN, NEENAH, OR APPROVED EQUIVALENT)
 - ALL H20 LOADING.
 - MIN. FRAME WEIGHT: 4" FLANGE 295 LBS
 - MIN. FRAME WEIGHT: 3" FLANGE 265 LBS
 - MATERIAL: CAST IRON
 - MIN. GRATE WEIGHT: 200LBS.
 - SEE CATCH BASIN AND MANHOLE DETAILS FOR INSTALLATION.

Revisions

No.	Date	By	Description

Checked By: RAC
Drawn By: MCL
Designed By: MCL
Date: JANUARY 2023

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
90 Route 6A
Sandwich, MA 02563
508-833-6600 voice
508-833-3750 fax

LONG POND TOWN BEACH
BOAT RAMP & PARKING IMPROVEMENTS
BREWSTER, MASSACHUSETTS

CONSTRUCTION DETAILS (1)

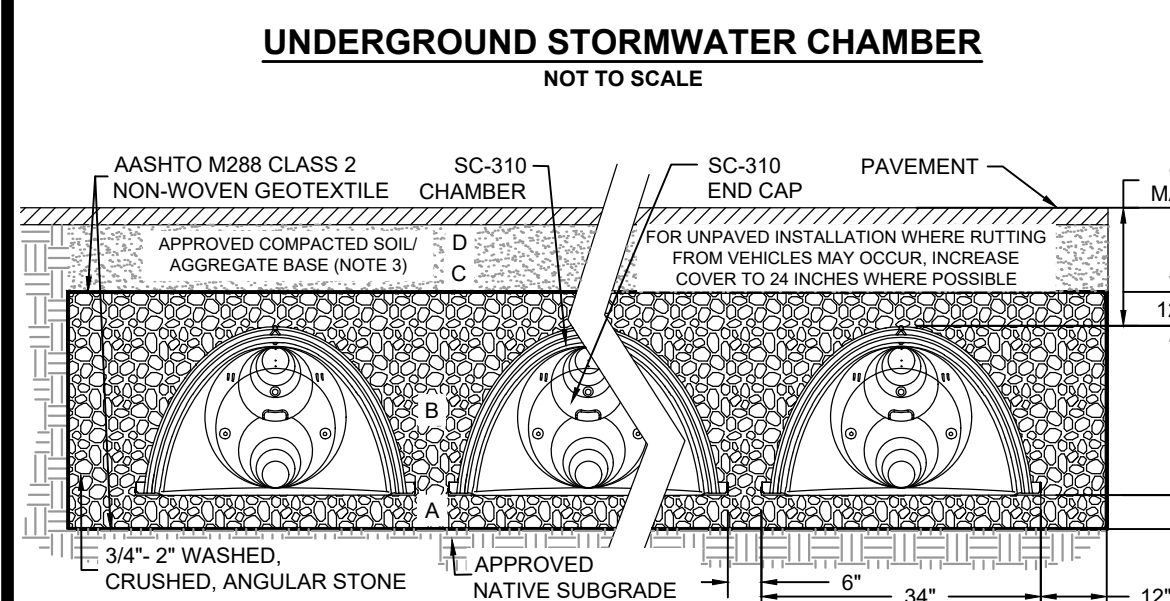
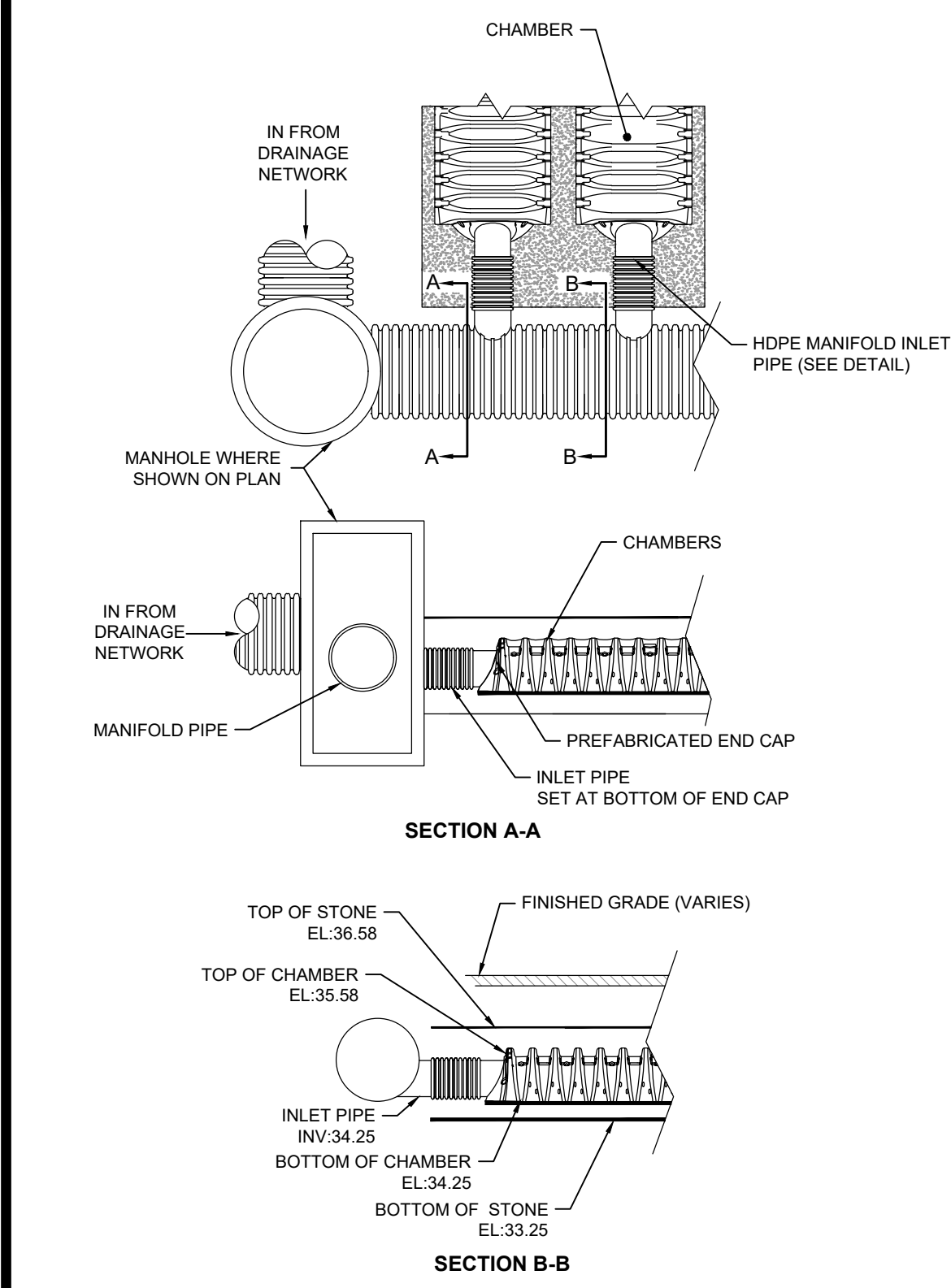
Prepared For: Brewster Department of Natural Resources
2188 Main Street
Brewster, MA 02631
Phone: (508) 833-9150
Fax: (508) 833-9135

Survey Provided By: Horsley Witten Group, Inc.
90 Route 6A
Sandwich, MA 02564
Phone: (508) 833-6600
Fax: (508) 833-3750
Date: June 27, 2017

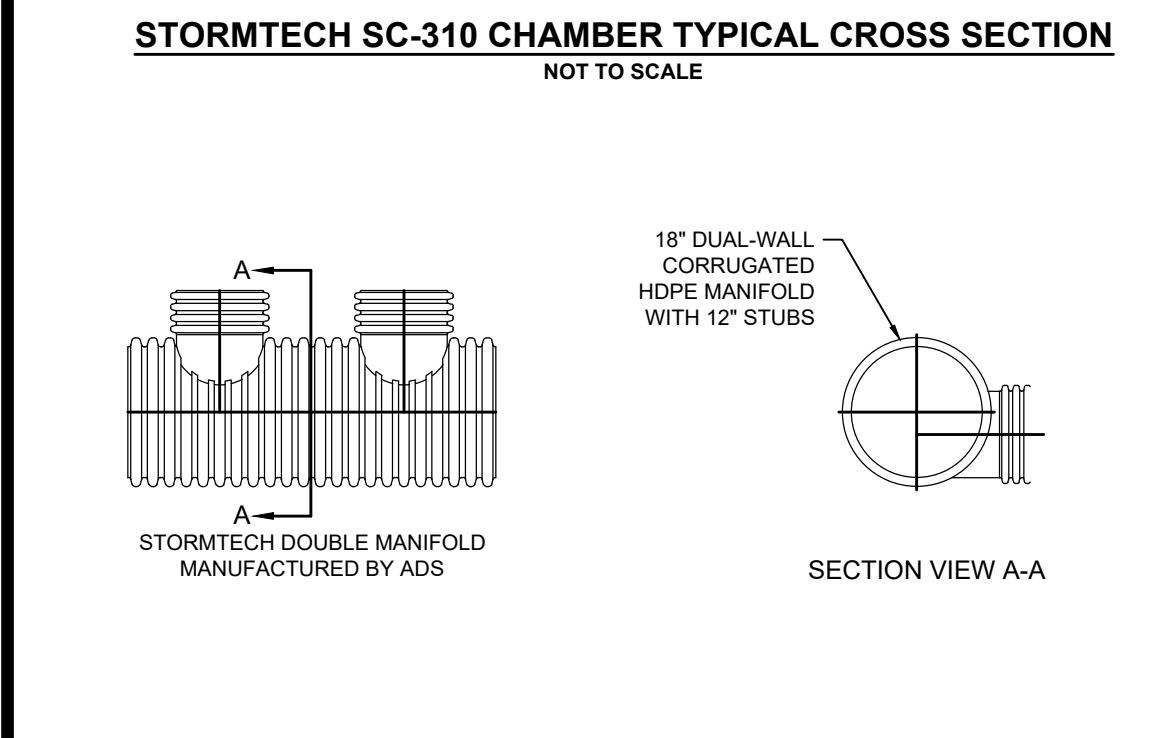
Registration: RICHARD A. CLAYTOR
CIVIL
NO. 45116
REGISTERED PROFESSIONAL ENGINEER

Project Number: 17090
Sheet: 8 of 10
Sheet Number: C-8

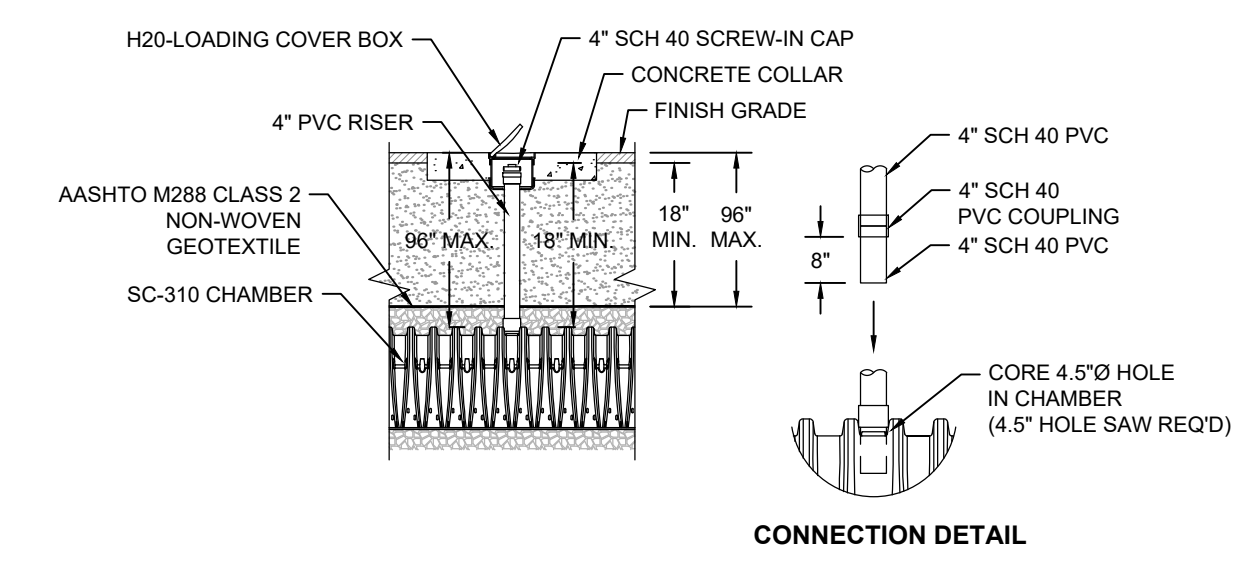
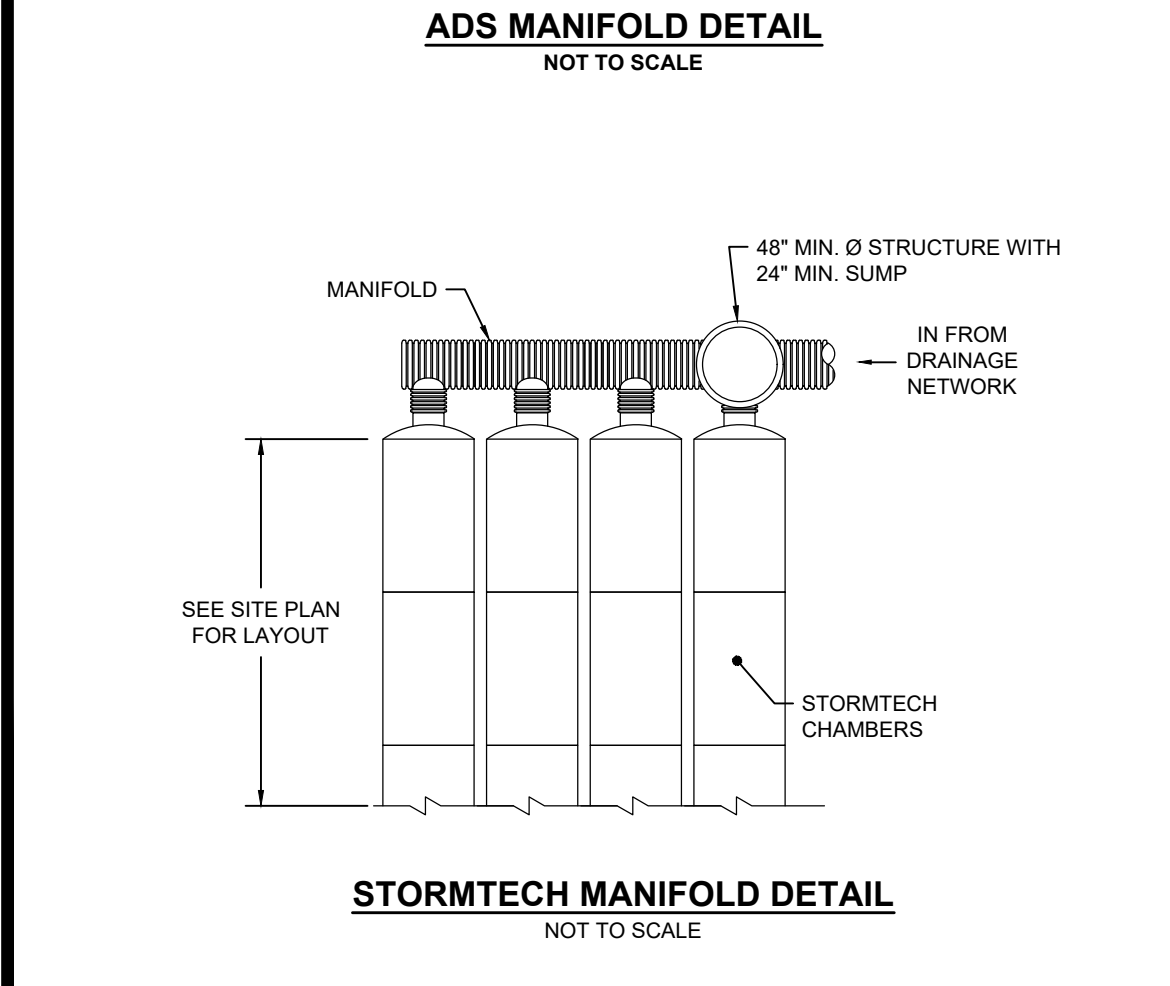
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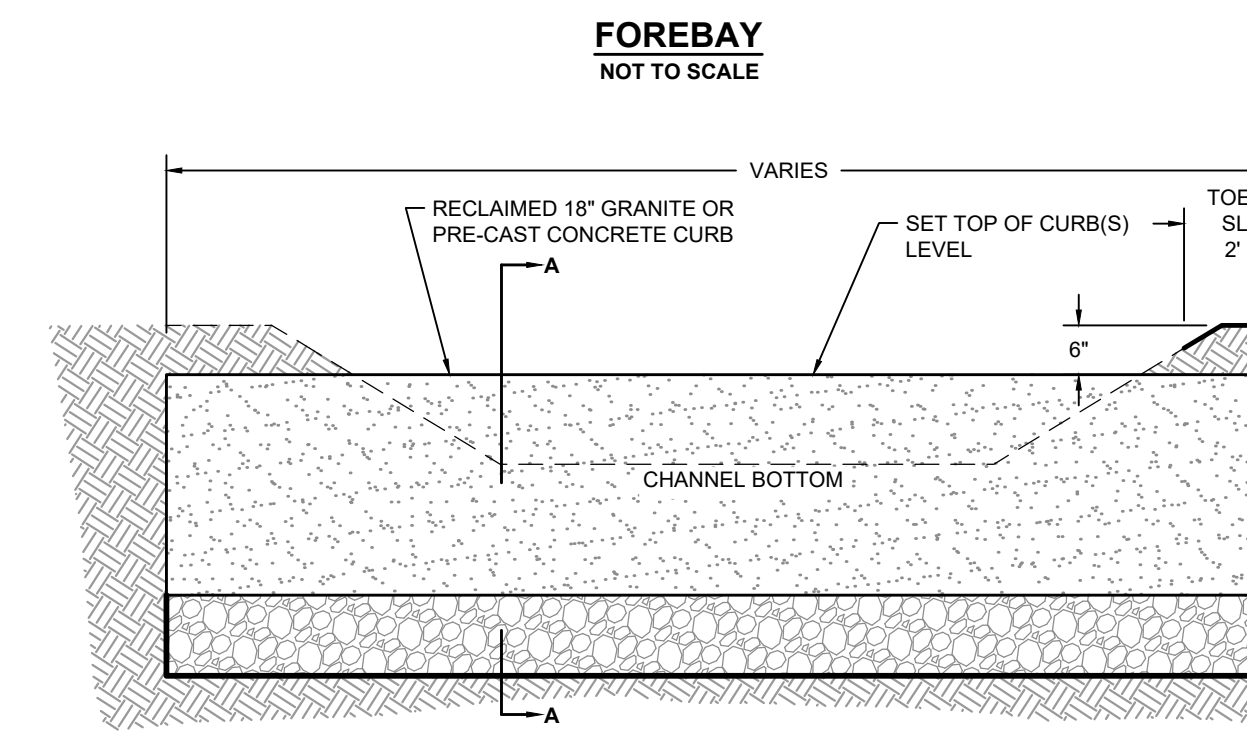
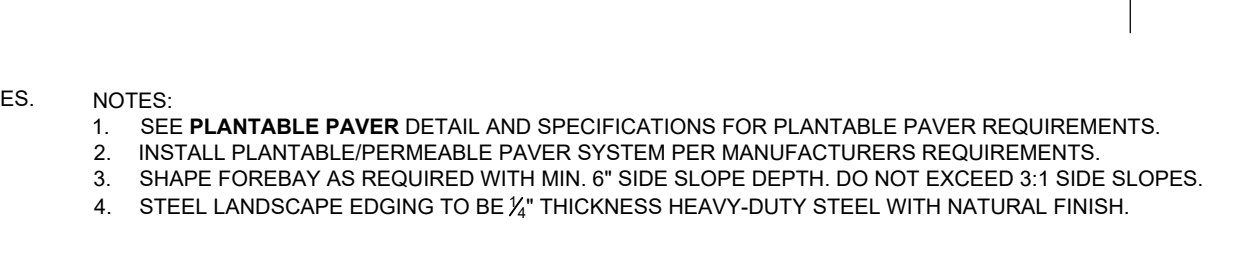
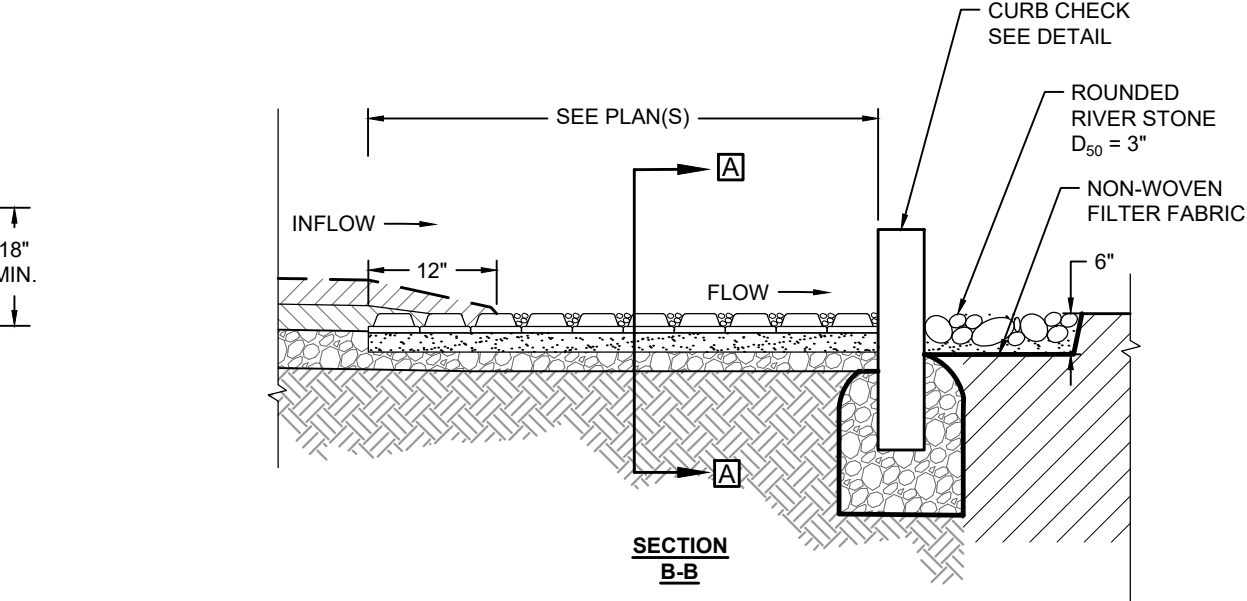
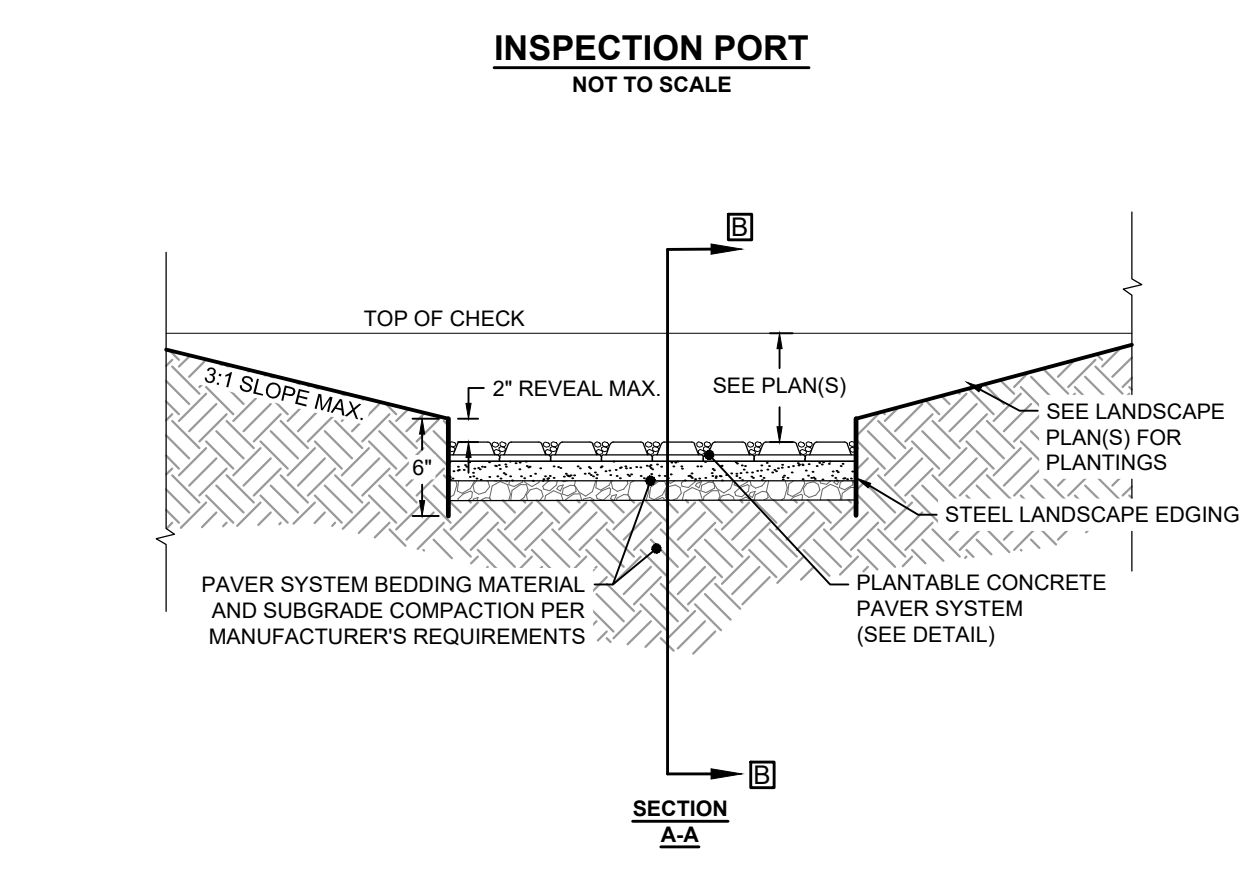
NOTES:
 1. CHAMBERS SHALL MEET ASTM F 2418-05 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
 2. APPROVED BASE MATERIAL TO BE GRANULAR WELL GRADED SOIL/AGGREGATE MIXTURES WITH <35% FINES. COMPACT IN 6" LIFTS TO 95% PROCTOR DENSITY. SEE TABLE OF ACCEPTABLE FILL MATERIALS IN STORMTECH'S DESIGN/INSTALLATION MANUAL(S), OR WWW.STORMTECH.COM.
 3. THE INSTALLED CHAMBER SYSTEM SHALL PROVIDE THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS, WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
 4. FOR INFORMATION, CONTACT STORMTECH AT 1-888-892-2694.



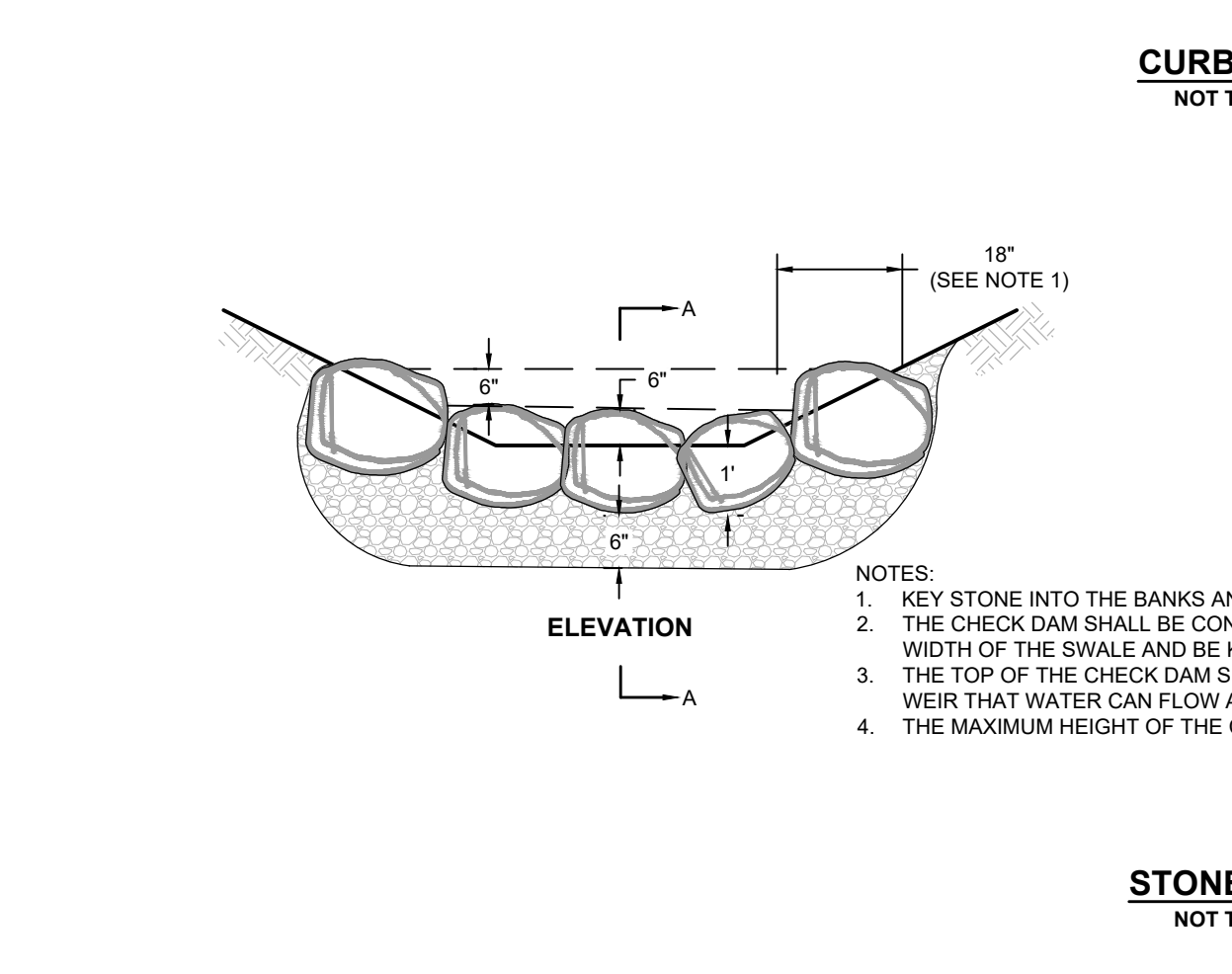
NOTE: MANIFOLDS ARE DESIGNED TO BE COUPLED TO STORMTECH PREFABRICATED END CAPS. WHEN USING STANDARD END CAPS, CORRUGATE PIPE UP TO 10 INCHES CAN BE INSERTED DIRECTLY INTO THE END CAP. FOR 12" INLET PIPES, A CORRUGATED TO SMOOTH PIPE ADAPTER IS REQUIRED.



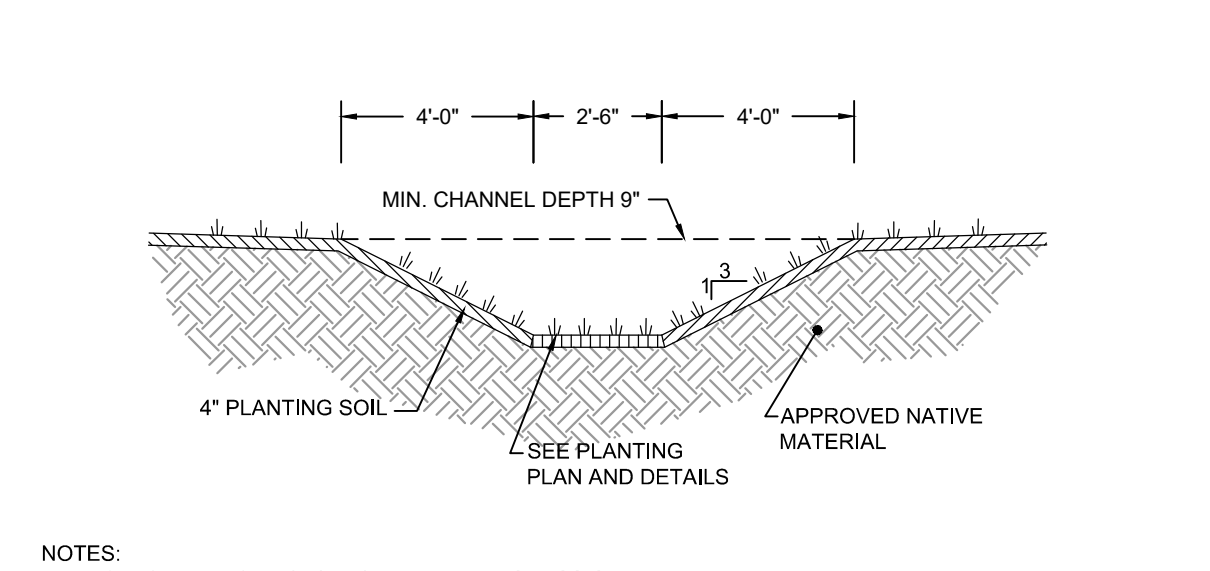
NOTES:
 1. INSPECTION PORT MUST BE CONNECTED THROUGH KNOCK-OUT LOCATED AT CENTER OF CHAMBER.
 2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.



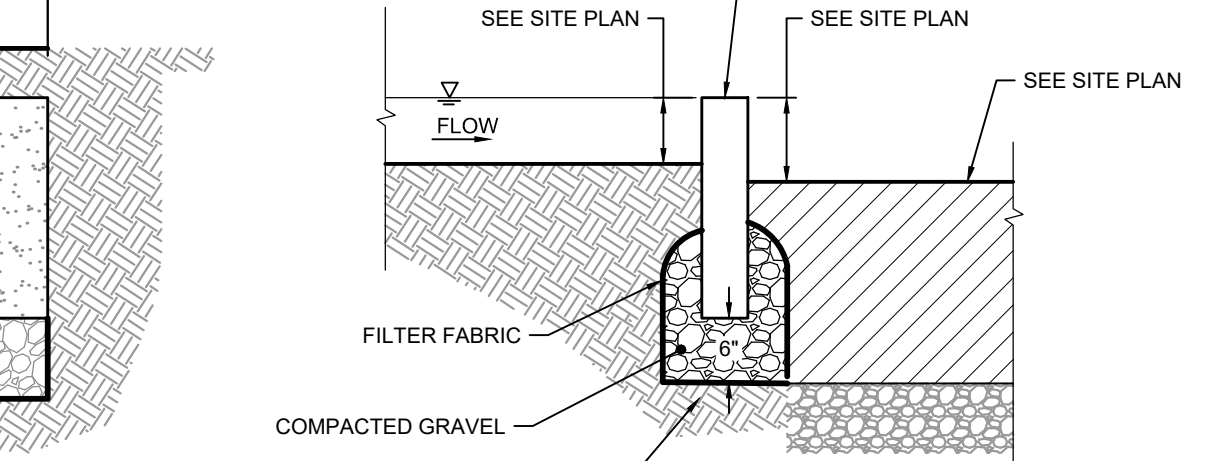
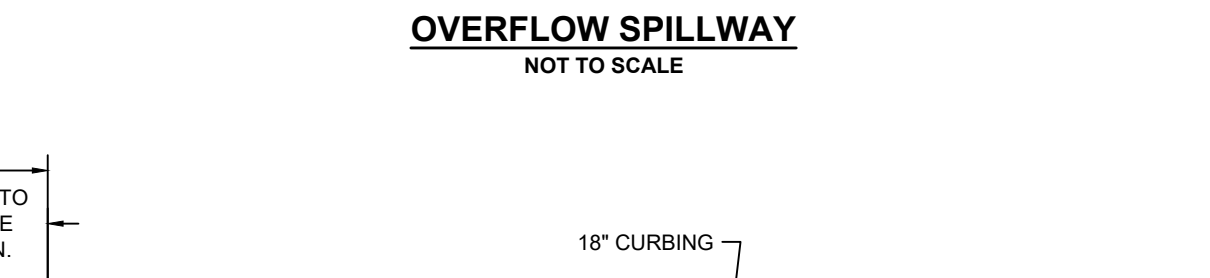
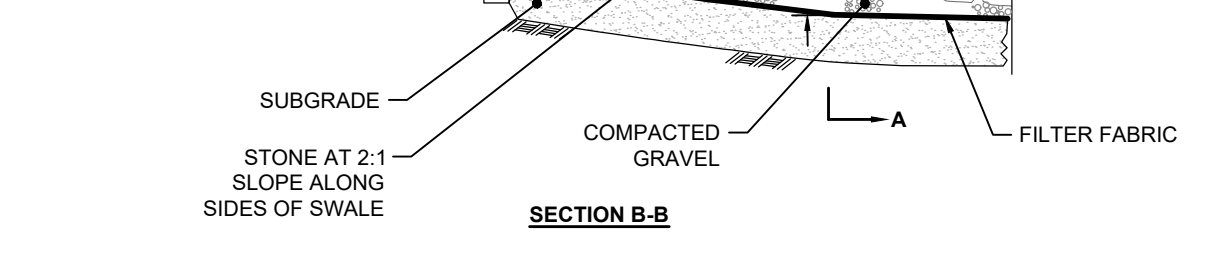
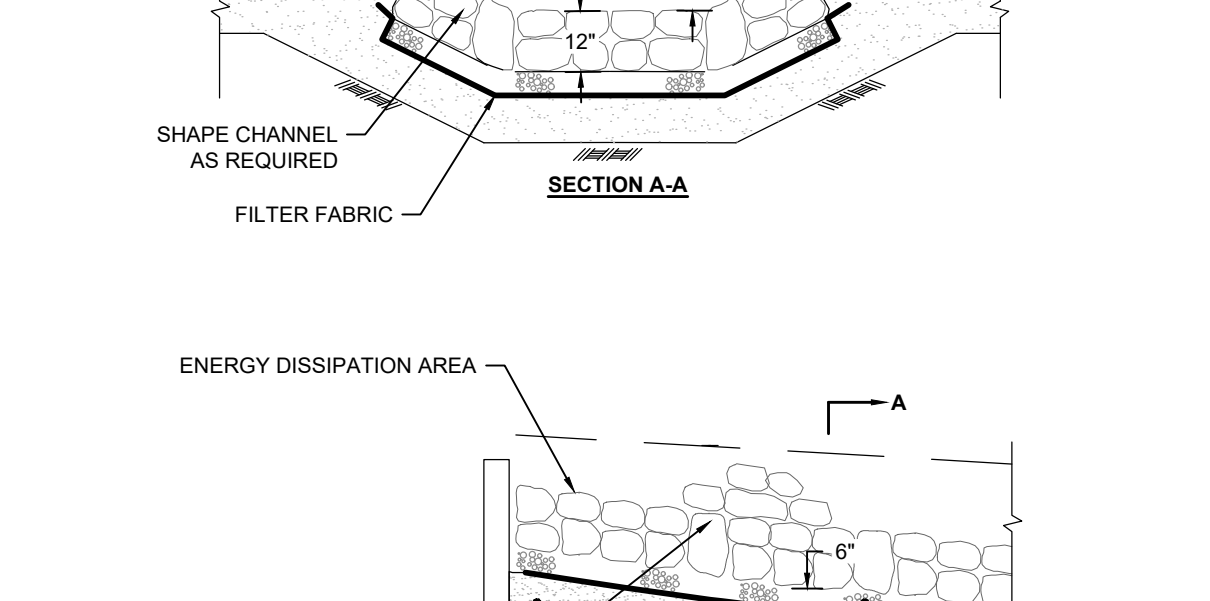
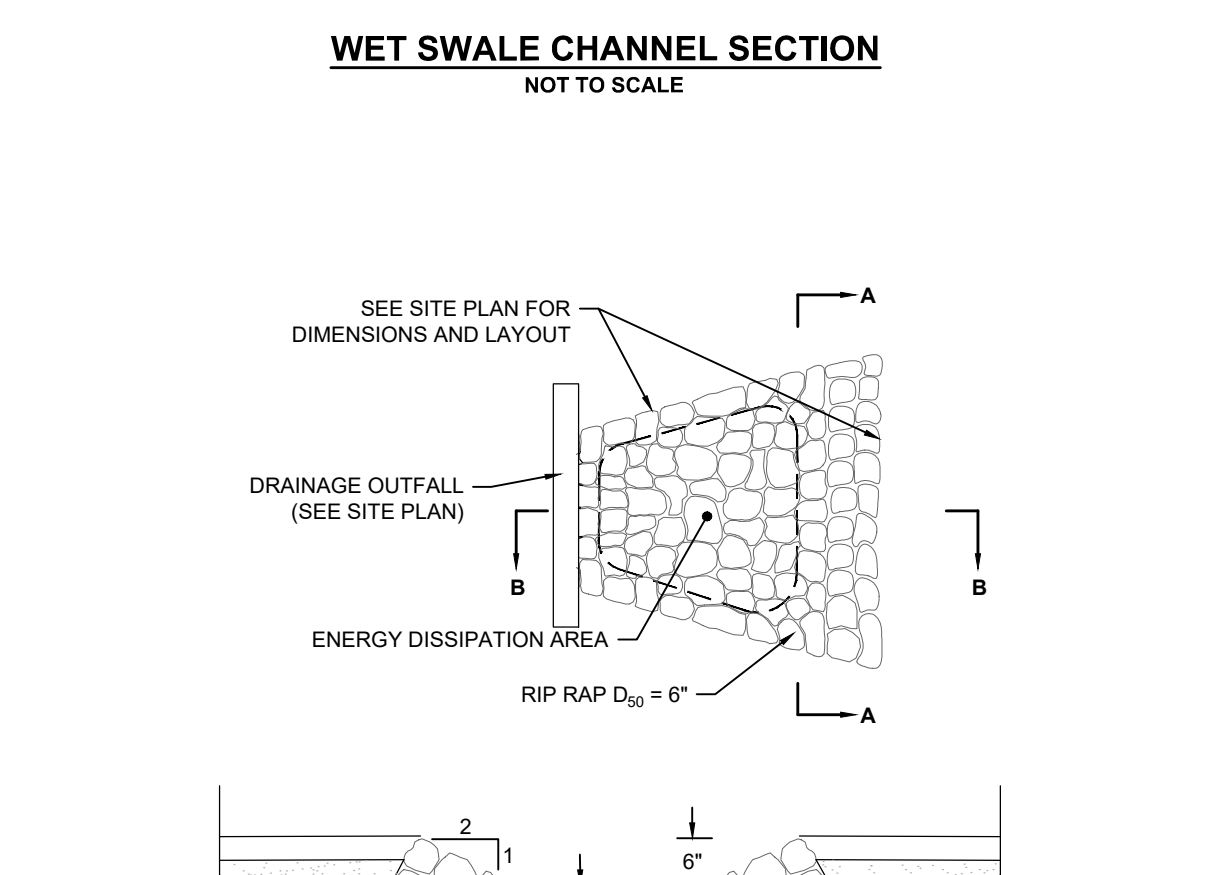
NOTE:
 1. KEY CURBING INTO THE FOREBAY SIDE SLOPES. EXTEND A MINIMUM OF 2' TO PREVENT FLOW FROM DIVERTING THE CHECK DAM.
 2. USE RECLAIMED OR RECYCLED GRANITE CURB I WHEN POSSIBLE. PROVIDE LENGTHS AND DIMENSIONS TO MATCH PLANS AND DETAILS.
 3. SEE PLANS AND SCHEDULE FOR CHECKDAM LENGTH, LAYOUT AND CONFIGURATION.



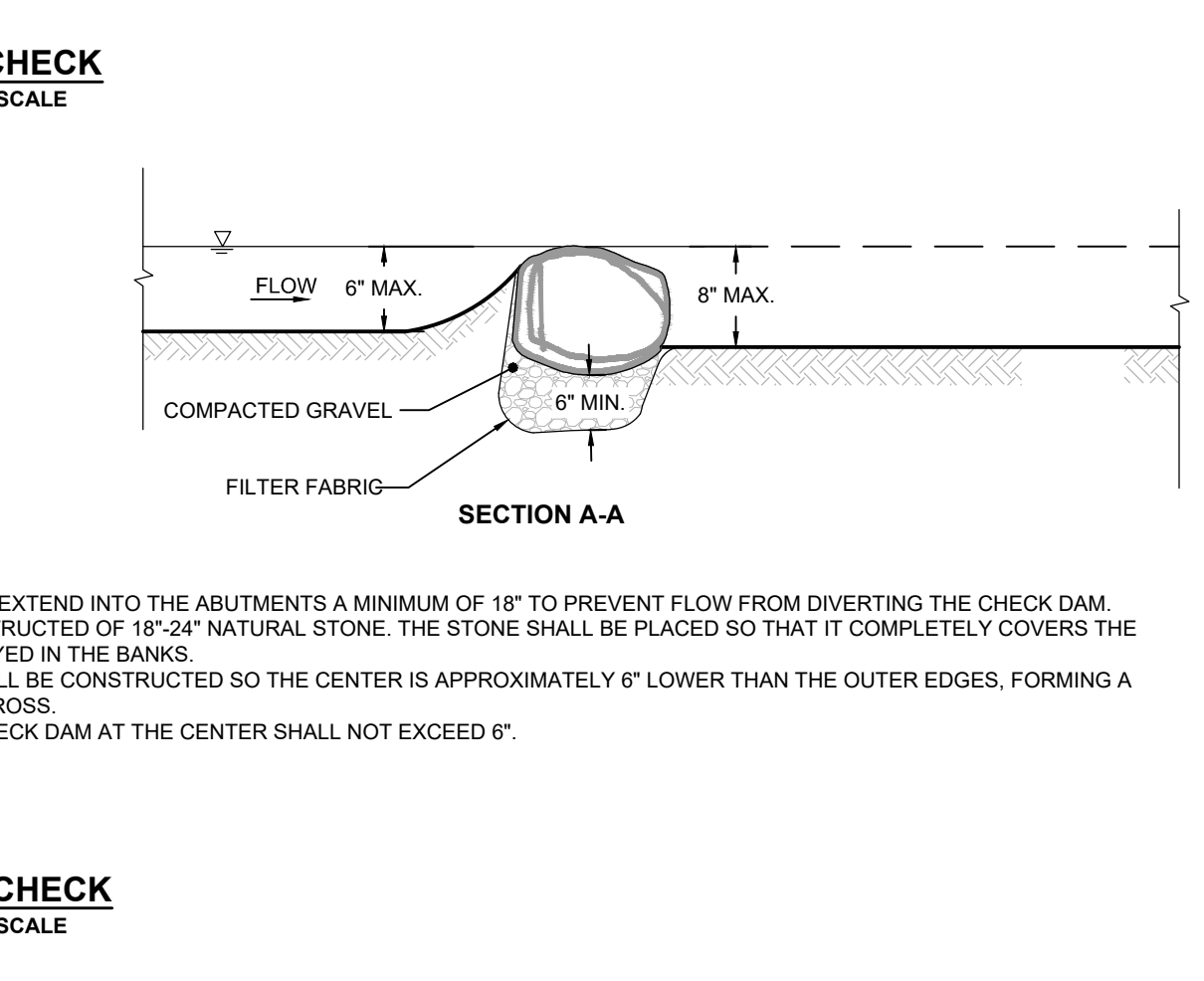
NOTES:
 1. KEY STONE INTO THE BANKS AND EXTEND INTO THE ABUTMENTS A MINIMUM OF 18" TO PREVENT FLOW FROM DIVERTING THE CHECK DAM.
 2. THE CHECK DAM SHALL BE CONSTRUCTED OF 18"-24" NATURAL STONE. THE STONE SHALL BE PLACED SO THAT IT COMPLETELY COVERS THE WIDTH OF THE SWALE AND BE KEYS IN THE BANKS.
 3. THE TOP OF THE CHECK DAM SHALL BE CONSTRUCTED SO THE CENTER IS APPROXIMATELY 6" LOWER THAN THE OUTER EDGES, FORMING A WEIR THAT WATER CAN FLOW ACROSS.
 4. THE MAXIMUM HEIGHT OF THE CHECK DAM AT THE CENTER SHALL NOT EXCEED 6".



NOTES:
 1. BOTTOM AND SIDESLOPES WITHIN THE GRASS CHANNEL SHALL BE STABILIZED WITH JUTE MESH MATTING OR ENGINEER APPROVED EQUAL.
 2. RUNNING SLOPE OF CHANNEL SHALL SUIT PLAN.
 3. BOTTOM SHAPE SHALL BE PARABOLIC.



NOTE:
 1. KEY CURBING INTO THE FOREBAY SIDE SLOPES. EXTEND A MINIMUM OF 2' TO PREVENT FLOW FROM DIVERTING THE CHECK DAM.
 2. USE RECLAIMED OR RECYCLED GRANITE CURB I WHEN POSSIBLE. PROVIDE LENGTHS AND DIMENSIONS TO MATCH PLANS AND DETAILS.
 3. SEE PLANS AND SCHEDULE FOR CHECKDAM LENGTH, LAYOUT AND CONFIGURATION.



NOTE:
 1. KEY CURBING INTO THE FOREBAY SIDE SLOPES. EXTEND A MINIMUM OF 2' TO PREVENT FLOW FROM DIVERTING THE CHECK DAM.
 2. USE RECLAIMED OR RECYCLED GRANITE CURB I WHEN POSSIBLE. PROVIDE LENGTHS AND DIMENSIONS TO MATCH PLANS AND DETAILS.
 3. SEE PLANS AND SCHEDULE FOR CHECKDAM LENGTH, LAYOUT AND CONFIGURATION.

Revisions	Date	By	Appr.	Description
1	08/09/2018	JUL	JUL	Forebay and Stone Embankment

Horsley Witten Group, Inc.
 Sustainable Environmental Solutions
 80 Route 6A
 Sandwich, MA 02563
 508-833-6600 voice
 508-833-3150 fax

DESIGNED BY: MCL
 DRAWN BY: MCL
 CHECKED BY: RAC
 DATE: JANUARY 2023

LONG POND TOWN BEACH
BOAT RAMP & PARKING IMPROVEMENTS
BREWSTER, MASSACHUSETTS

CONSTRUCTION DETAILS (2)

Prepared For:
Brewster Department of Natural Resources
 2188 Main Street
 Brewster, MA 02531
 Phone: (508) 325-9135
 Fax: ---

Survey Provided By:
Horsley Witten Group, Inc.
 80 Route 6A
 Sandwich, MA 02564
 Phone: (508) 833-6600
 Fax: (508) 833-3150
 Dated: June 27, 2017

Registration:

 RICHARD A. CLAYTON
 CIVIL ENGINEER
 NO. 45116
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF MASSACHUSETTS

Project Number: 17090	Sheet: 9 of 10
Sheet Number: C - 9	

last modified: 01/05/23 by kk H:\Projects\2017\17090 Brewster Long Pond Ramp\Drawings\17090 LA.dwg

GENERAL PLANTING NOTES:

- THE FOLLOWING NOTES ARE PROVIDED AS GENERAL PLANTING GUIDELINES ONLY. THOROUGHLY REVIEW THE PROJECT SPECIFICATIONS FOR ALL LANDSCAPE REQUIREMENTS PRIOR TO THE COMMENCEMENT OF ANY LANDSCAPE WORK. SUBMIT IN WRITING TO THE LANDSCAPE ARCHITECT ANY QUESTIONS OR CLARIFICATIONS REQUIRED AT A MINIMUM OF 30 DAYS PRIOR TO ORDERING ANY MATERIALS OR BEGINNING ANY LANDSCAPE CONSTRUCTION.
- SUBMIT TO THE LANDSCAPE ARCHITECT/ENGINEER FOR REVIEW AND APPROVAL ALL REQUIRED LANDSCAPE SUBMITTALS AS DESCRIBED IN THE SPECIFICATIONS INCLUDING A PLANT LIST WITH PLANT SIZE AND QUANTITIES TO BE ORDERED PRIOR TO DELIVERY TO THE PROJECT SITE.
- FURNISH AND INSTALL ALL PLANTS AS SHOWN ON THE DRAWINGS AND IN THE SIZE AND QUANTITIES SPECIFIED ON THE PLANTING SCHEDULE. PLANT SUBSTITUTION SELECTION MUST BE APPROVED BY BIOLOGIST OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANTS TO COMPLY WITH APPLICABLE REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK," LATEST EDITION, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION INC.
- PLANTS TO BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST TWO (2) YEARS. USE HEALTHY NURSERY GROWN PLANTS THAT HAVE A WELL DEVELOPED ROOT SYSTEM. PLANTS MUST BE FREE OF DISEASE, INSECTS, EGGS OR LARVAE.
- INSTALL PLANTS WITHIN ONE (1) WEEK OF PURCHASE. IF PLANTS ARE TO BE STORED AT THE SITE PRIOR TO PLANTING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THEY ARE PROPERLY MAINTAINED, WATERED, AND REMAIN HEALTHY.
- PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT. SUBMIT TO THE LANDSCAPE ARCHITECT IN WRITING THE PROPOSED PLANTING SCHEDULE. OBTAIN APPROVAL OF PLANTING SCHEDULE FROM THE LANDSCAPE ARCHITECT PRIOR TO PERFORMING ANY WORK.
- SEASONS FOR PLANTING:

SPRING:	DECIDUOUS:	APRIL 1 TO JUNE 15
	EVERGREEN:	APRIL 1 TO JUNE 15
	PERENNIALS:	APRIL 15 TO JUNE 1
	GROUNDCOVERS:	APRIL 15 TO JUNE 1
FALL:	DECIDUOUS:	SEPTEMBER 15 TO NOVEMBER 15
	EVERGREEN:	SEPTEMBER 15 TO NOVEMBER 15
	PERENNIALS:	SEPTEMBER 15 TO NOVEMBER 15
	GROUNDCOVERS:	SEPTEMBER 15 TO NOVEMBER 15
- PLANTING UNDER FROZEN CONDITIONS WILL NOT BE PERMITTED. PLANTING BEFORE OR AFTER THE ABOVE REFERENCED PLANTING DATES WILL INCREASE THE LIKELIHOOD OF PLANT ESTABLISHMENT FAILURE. ANY DEVIATION FROM THE ABOVE REFERENCED PLANTING DATES IS UNDERTAKEN AT SOLE RISK OF THE CONTRACTOR AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY ADDITIONAL MAINTENANCE AND WATERING WHICH MAY BE REQUIRED TO ENSURE SATISFACTORY PLANT ESTABLISHMENT.
- FURNISH ONE YEAR MANUFACTURER WARRANTY FOR TREES, PLANTS, AND GROUND COVER AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. EXCEPTIONS ARE DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLIGENCE OR ABUSE BY OWNER, OR ABNORMAL WEATHER CONDITIONS UNUSUAL FOR WARRANTY PERIOD. THE DATE OF FINAL ACCEPTANCE OF ALL COMPLETED PLANTING WORK ESTABLISHES THE END OF INSTALLATION AND INITIAL MAINTENANCE PERIOD AND THE COMMENCEMENT OF THE GUARANTEE PERIOD.
- ALL TREES WITHIN 5'-0" OF WALKWAYS AND ROADWAYS TO HAVE A 6'-8" STANDARD BRANCHING HEIGHT.
- INSPECT ALL AREAS TO BE PLANTED OR SEEDED PRIOR TO STARTING ANY LANDSCAPE WORK. REPORT ANY DEFECTS SUCH AS INCORRECT GRADING, INCORRECT SUBGRADE ELEVATIONS OR DRAINAGE PROBLEMS, ETC. TO THE LANDSCAPE ARCHITECT AND ENGINEER PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK INDICATES ACCEPTANCE OF SUBGRADE AREAS TO BE PLANTED, AND THE LANDSCAPE CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL LANDSCAPE WORK.
- PROVIDE PROPER PREPARATION OF ALL PROPOSED PLANTED AND SEEDED AREAS PER THE NOTES AND SPECIFICATIONS.
- ALL PLANT LAYOUT AND ACTUAL PLANTING LOCATIONS ARE TO BE FIELD VERIFIED BY LANDSCAPE ARCHITECT/ENGINEER PRIOR TO PLANTING. NOTIFY THE LANDSCAPE ARCHITECT AT A MINIMUM OF 48 HOURS IN ADVANCE PRIOR TO SCHEDULING ANY FIELD INSPECTIONS.
- BALL AND BURLAP: REMOVE BURLAP AND WIRE BASKETS FROM TOPS OF BALLS AND FROM TOP HALF OF ROOTBALL AS INDICATED ON DRAWINGS. REMOVE PALLETS, IF ANY, BEFORE SETTING.
- POTTED PLANTS: REMOVE THE PLANT FROM THE POT AND LOOSEN OR SCORE THE ROOTS BEFORE PLANTING TO PROMOTE OUTWARDS ROOT GROWTH INTO THE SOIL.
- PLUGS: PLANT UPRIGHT AND NOT AT AN ANGLE. DIG PLANTING HOLES LARGE ENOUGH AND DEEP ENOUGH TO ACCOMMODATE THE ENTIRE ROOT MASS. PLANT PLUGS WITH NO TWISTED OR BALLED ROOTS AND WITH NO ROOTS EXPOSED ABOVE THE GRADE LINE. HAND PACK THE SOIL AROUND THE ENTIRE PLUG ROOT MASS.
- DIG THE THE PLANTING HOLE TO THE SAME DEPTH AS THE ROOT BALL AND TWO TO THREE TIMES WIDER. SCORE ALL SIDES OF THE HOLE, PLACE THE PLANT IN THE HOLE SO THE TOP OF ROOT BALL IS EVEN WITH SOIL SURFACE. FILL THE HOLE HALFWAY AND THEN ADD WATER ALLOWING IT TO SEEP INTO BACK FILLED MATERIAL. BE SURE TO REMOVE ALL AIR POCKETS FROM BACK FILLED SOIL. DO NOT SPREAD SOIL ON TOP OF THE ROOTBALL. IF SOIL IS EXTREMELY POOR, REPLACE BACK FILL WITH GOOD QUALITY TOP SOIL. AMEND THE SOIL, AS NECESSARY.
- CREATE A 2" TO 4" BERM AROUND THE EDGE OF PLANTING HOLE WITH REMAINING SOIL TO RETAIN WATER. DO NOT CREATE A BERM AROUND PLANTS IN THE VEGETATED SWALE.
- REMOVE ALL PLANT TAGS AND FLAGS FROM THE PLANTS.
- ALL PLANTS TO RECEIVE 2-3 INCHES OF MULCH EXCEPT THOSE WITHIN THE VEGETATED SWALE. DO NOT PILE OR MOUND MULCH AROUND THE PLANT STEMS OR TRUNK.
- TRIM BROKEN AND DEAD BRANCHES FROM TREES AND SHRUBS AFTER PLANTING. NEVER CUT A LEADER.
- DO NOT USE FERTILIZERS IN THE RESOURCE AREAS. SEE SPECS FOR ANY FERTILIZER USE.
- ENSURE NO SOIL COMPACTION DURING PLANT INSTALLATION.

GENERAL SEEDING NOTES:

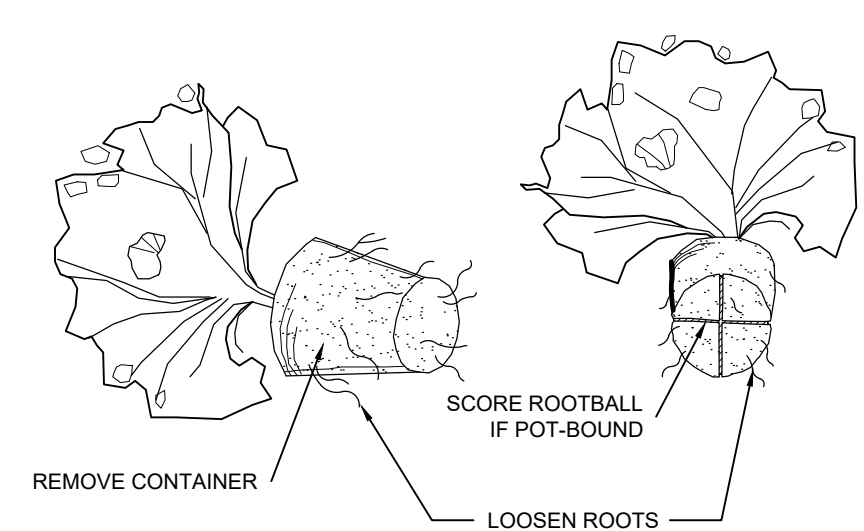
- SEND A REPRESENTATIVE SAMPLE OF THE TOPSOIL TO A TESTING LABORATORY FOR STANDARD SOIL ANALYSIS AS DESCRIBED IN THE SPECIFICATIONS. SUBMIT TO THE LANDSCAPE ARCHITECT/ENGINEER TEST RESULTS WITH RECOMMENDED SOIL TREATMENTS TO PROMOTE PLANT AND GRASS GROWTH. CORRECT DEFICIENCIES IN THE LOAM AND STOCKPILED TOPSOIL AS DIRECTED BY THE TESTING AGENCY.
- ALL AREAS THAT ARE DISTURBED AND/OR GRADED DURING CONSTRUCTION ARE TO BE BROUGHT TO FINISHED GRADE WITH AT LEAST 4" MINIMUM DEPTH OF GOOD QUALITY LOAM AND SEEDED WITH A QUICK GERMINATING GRASS SEED SUCH AS NEW ENGLAND EROSION CONTROL RESTORATION MIX OR AS SPECIFIED ON THE PLANS.
- PRIOR TO THE PLACEMENT OF TOP SOIL, LOOSEN THE SUBGRADE OF ALL PROPOSED SEEDED AREAS TO A DEPTH OF 6" AND RAKE TO REMOVE STONES LARGER THAN 1 INCH, STICKS, ROOTS, RUBBISH AND OTHER EXTRANEIOUS MATTER AND LEGALLY DISPOSE TO AN OFF SITE LOCATION.
- DO NOT SPREAD TOPSOIL IF THE SUBGRADE IS FROZEN, EXCESSIVELY WET, COMPACTED OR NOT PROPERLY PREPARED PER THE NOTES AND SPECIFICATIONS.
- SEE SPECIFICATIONS FOR SEASONAL REQUIREMENTS FOR SEEDING.

WATERING NOTES:

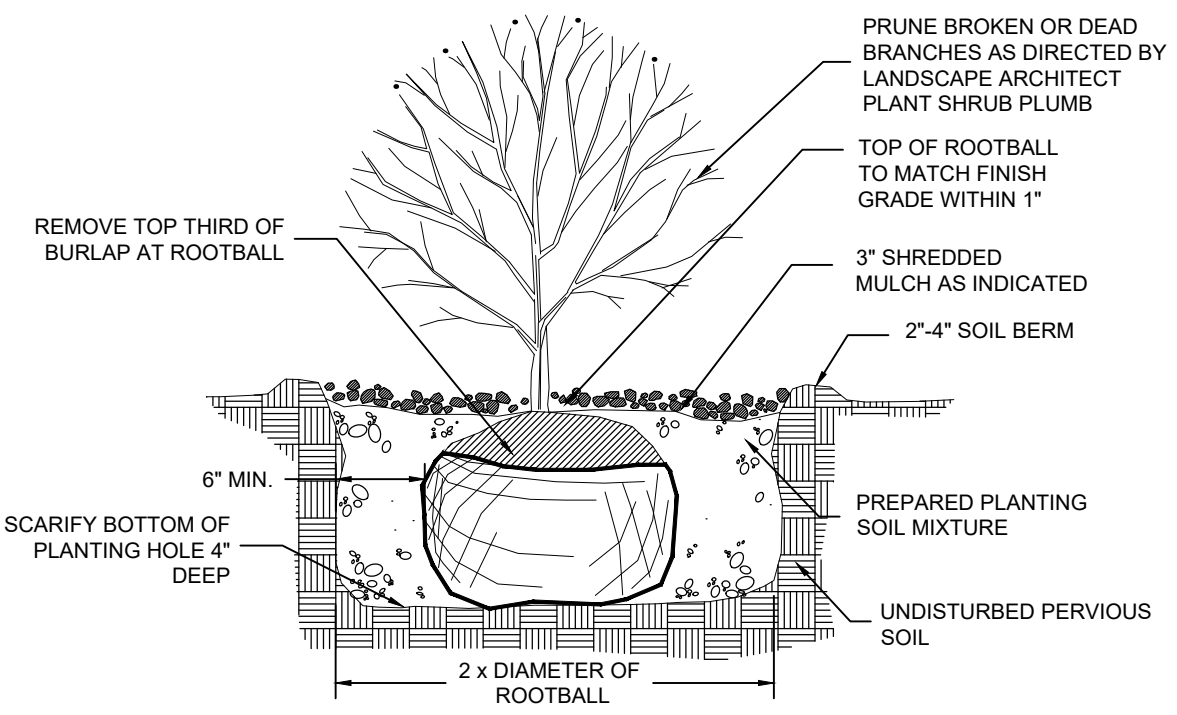
- PROVIDE PROPER PLANT CARE, MAINTENANCE AND WATERING ON SITE UNTIL SUCH TIME AS THE LANDSCAPING IS ACCEPTED BY THE PROPERTY OWNER AS SATISFACTORY PER THE SPECIFICATIONS OR AS DETERMINED BY ANY WRITTEN AGREEMENTS BETWEEN THE CONTRACTOR AND PROPERTY OWNER.
- ESTABLISH AN APPROPRIATE WATERING SCHEDULE FOR ALL PLANT MATERIAL BASED UPON PLANT SPECIES REQUIREMENTS AND SITE CONDITIONS. PROVIDE SCHEDULE IN WRITING TO THE LANDSCAPE ARCHITECT/ENGINEER AND OWNER FOR REVIEW AND APPROVAL. ADHERE TO THE APPROVED SCHEDULE UNTIL PLANTS ARE FULLY ESTABLISHED.
- AT A MINIMUM THE NEWLY SEEDED AREAS SHOULD BE WATERED 2-3 TIMES PER WEEK DURING DROUGHT CONDITIONS AND THROUGHOUT ESTABLISHMENT. SPECIAL CARE SHOULD BE TAKEN TO ENSURE THAT THE AREA IS NOT SATURATED DURING WATERING. IF AN IRRIGATION SYSTEM IS NOT PROVIDED, A TEMPORARY IRRIGATION SYSTEM OR HANDHELD GARDEN HOSE SHALL BE USED FOR WATERING SEEDED AREAS. THE AREA MUST BE MAINTAINED CONSISTENTLY MOIST FOR THE BEST GERMINATION RESULTS. ADDITIONAL WATERING MAY BE REQUIRED IF PLANTING AND SEEDING OCCUR OUTSIDE OF THE RECOMMENDED PLANTING SEASONS.

PLANTING LAYOUT NOTES

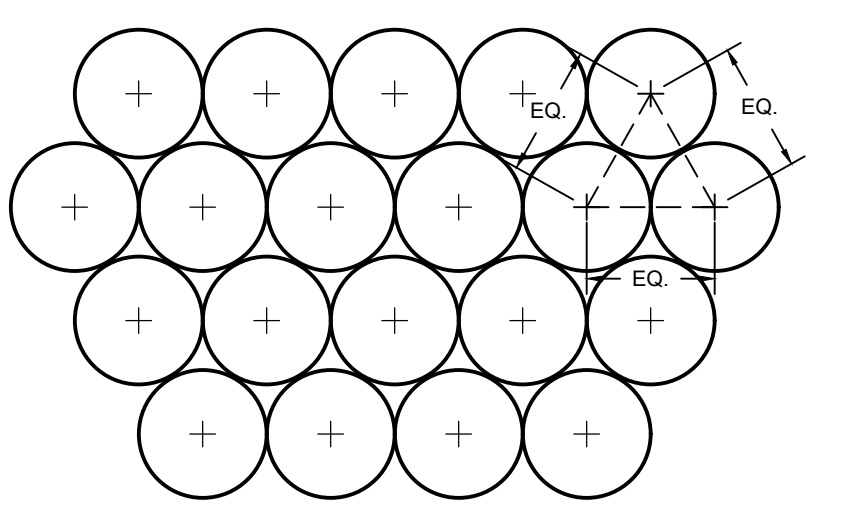
- FOR AREAS WITH MIXED PERENNIALS AND/OR GRASSES (SHOWN AS HATCHED AREAS ON PLANS), DO NOT PLANT IN A PATTERN OR WITH LARGE AREAS OF THE SAME SPECIES. RANDOMLY PLANT AS INDICATED ON THE PLANTING PLANS INTO SMALL GROUPINGS OF THE SAME SPECIES TO CREATE A MORE NATURALISTIC APPEARANCE. PLANT THE SAME PLANT SPECIES IN GROUPS OF 3-7 AND NOT LARGER THAN 7, DEPENDING ON THE OVERALL NUMBER OF PLANTINGS.



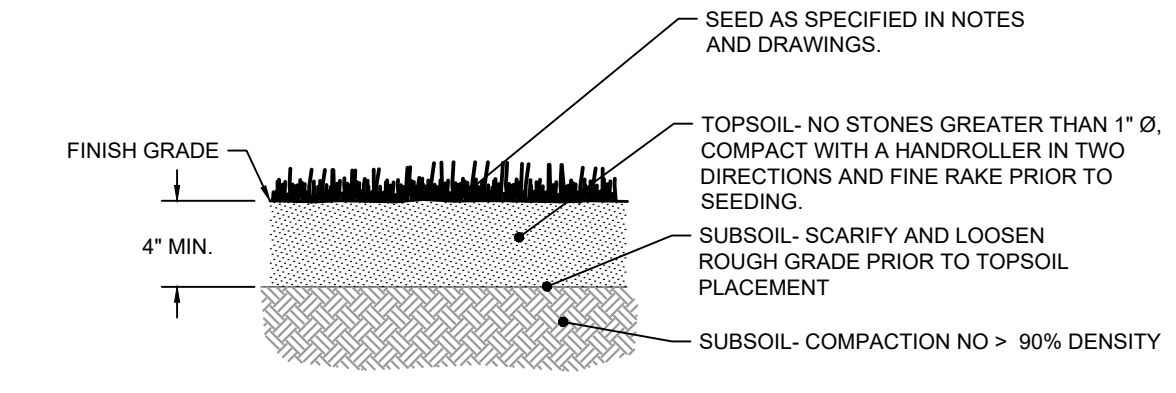
CONTAINER PLANT ROOTBALL TREATMENT
NOT TO SCALE



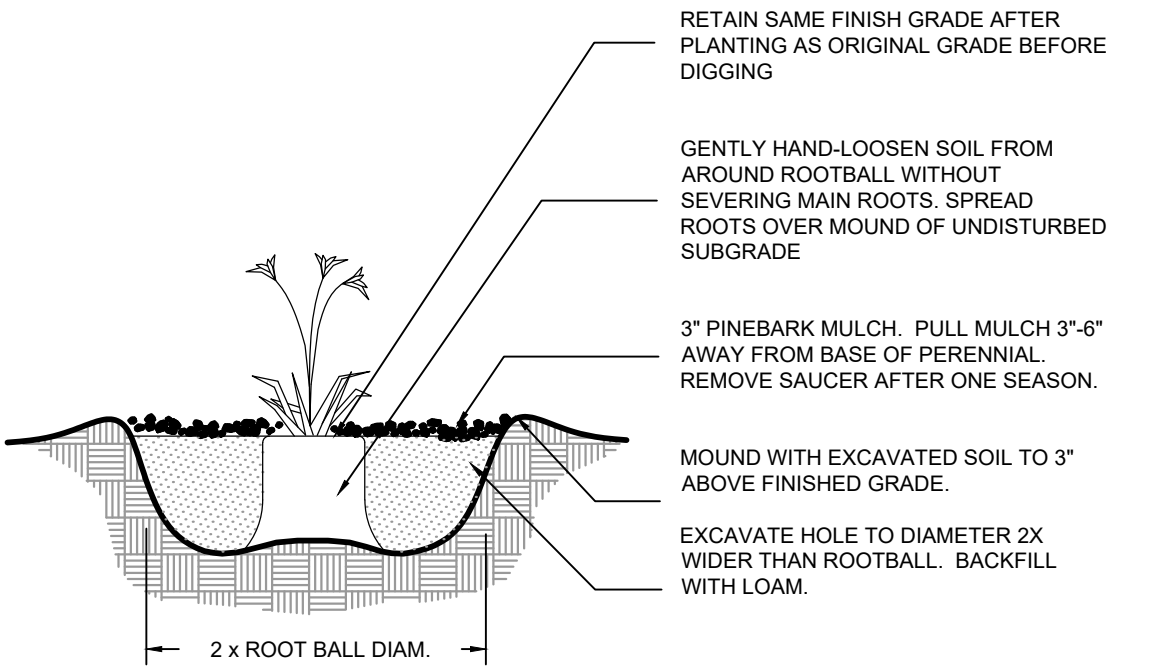
SHRUB PLANTING DETAIL
NOT TO SCALE



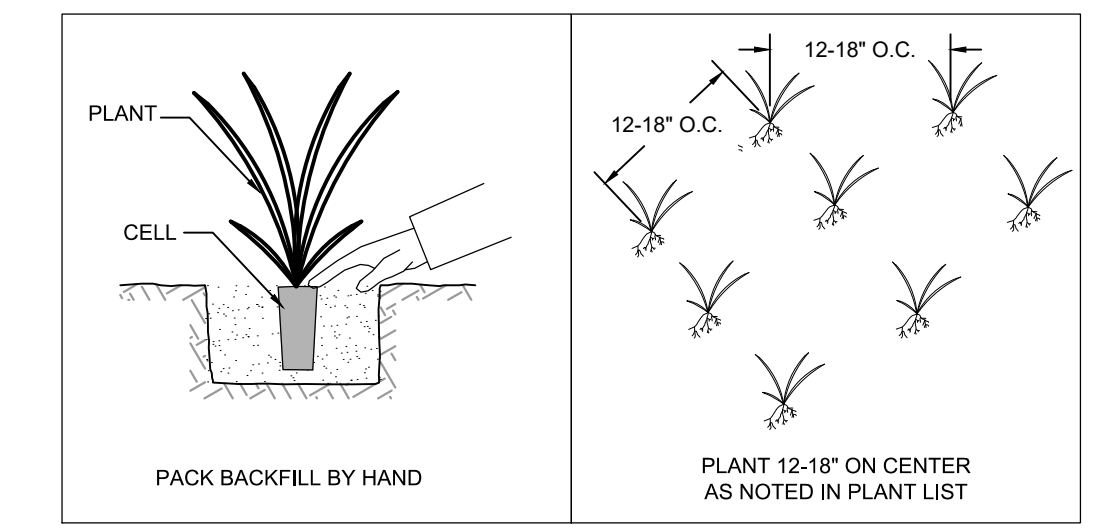
PLANTING SPACING DETAIL
NOT TO SCALE



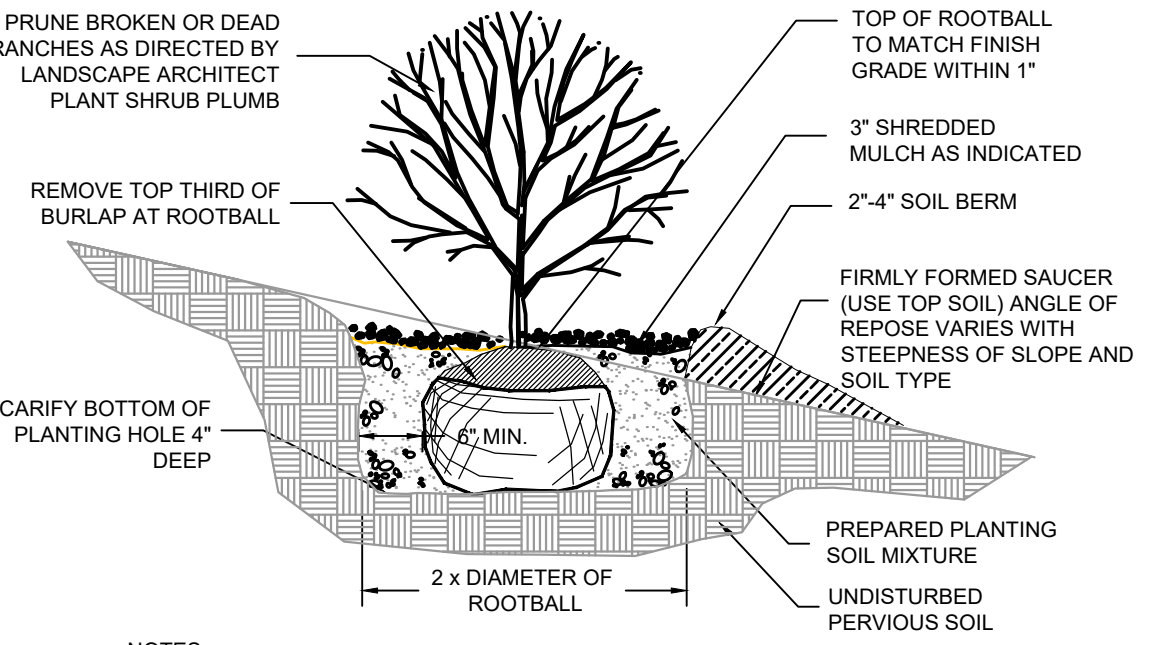
LOAM AND SEED DETAIL
NOT TO SCALE



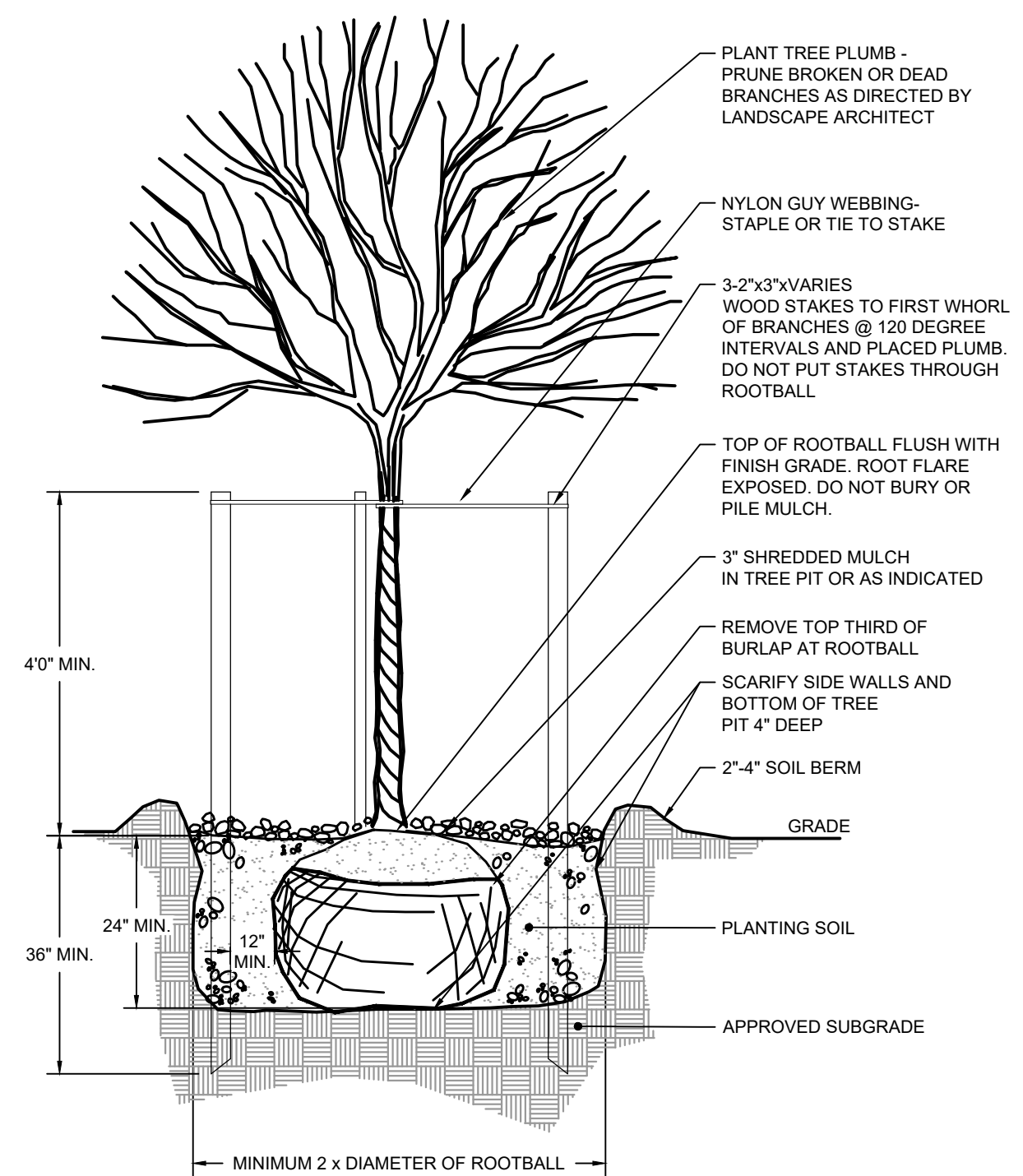
PERENNIAL PLANTING DETAIL
NOT TO SCALE



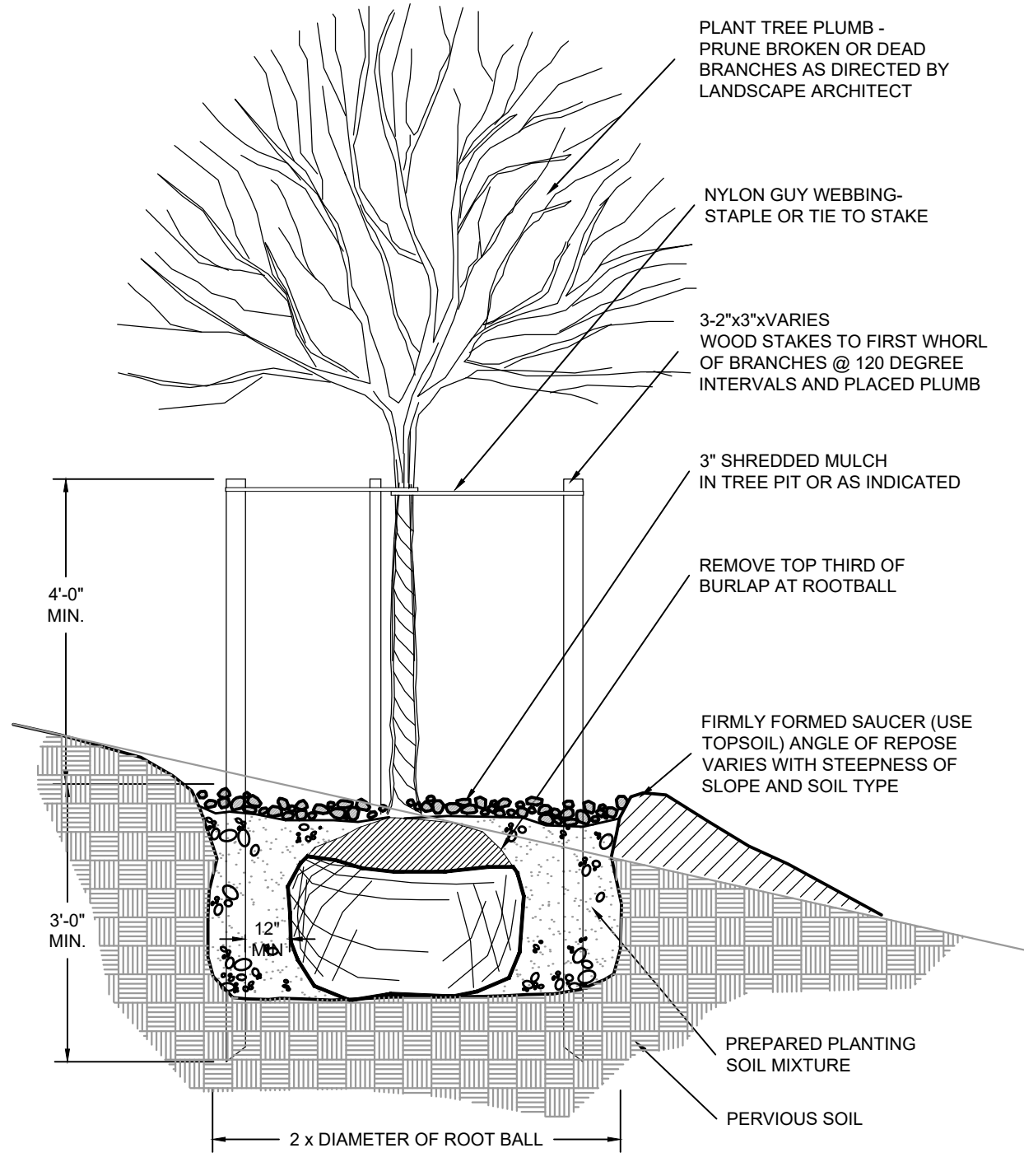
PLUG PLANTING DETAIL
NOT TO SCALE



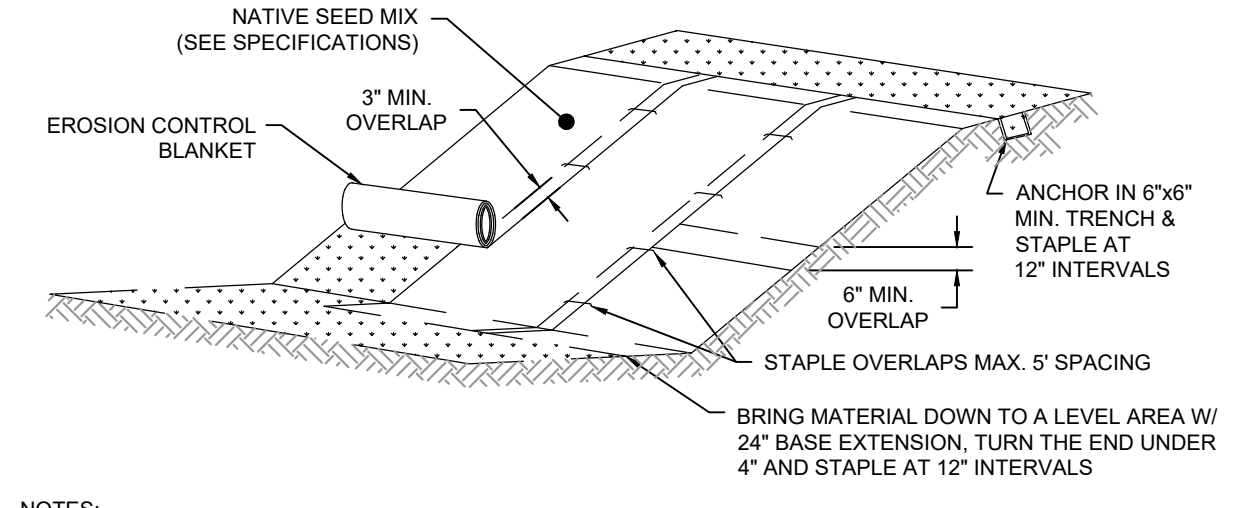
SHRUB PLANTING ON SLOPE DETAIL
NOT TO SCALE



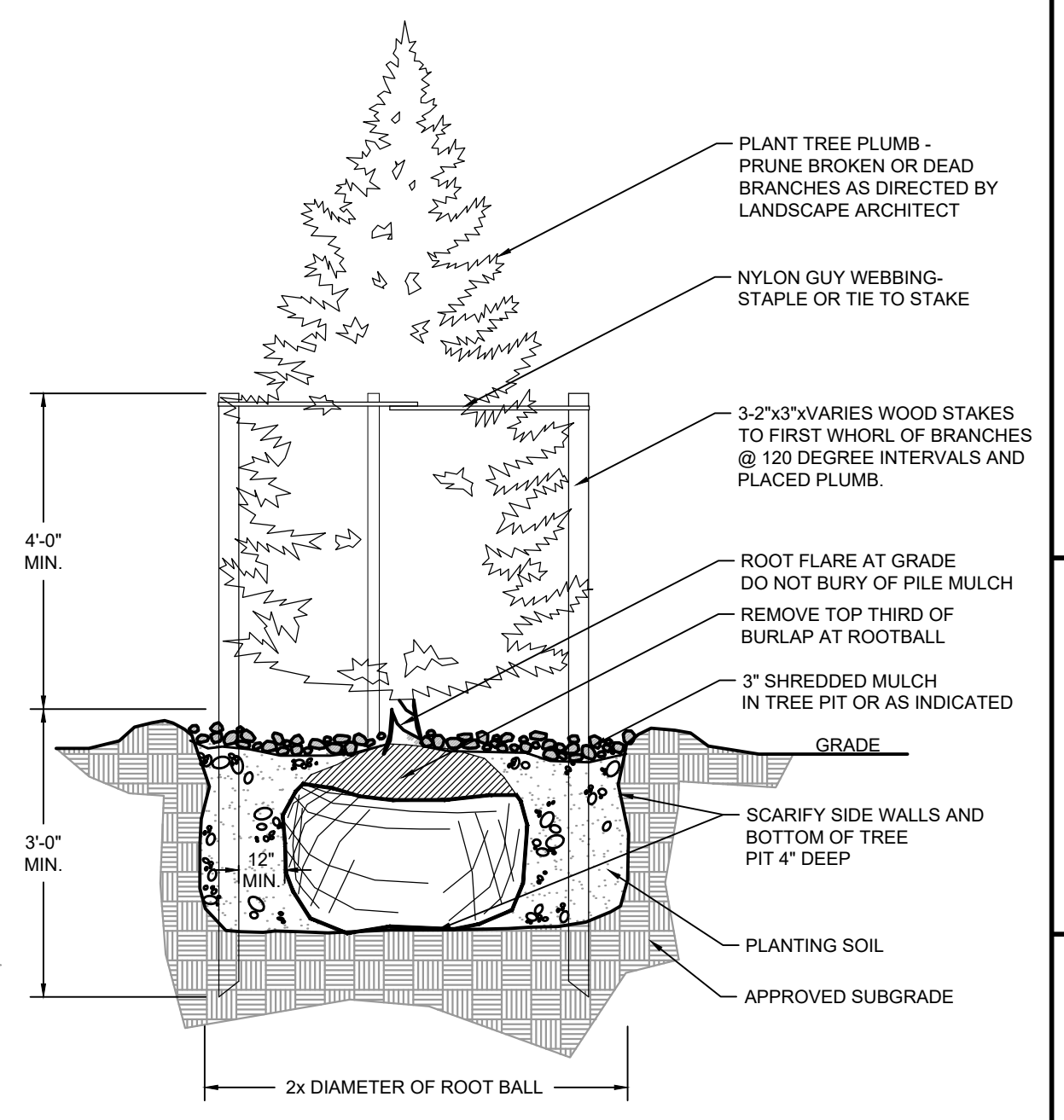
TREE PLANTING DETAIL
NOT TO SCALE



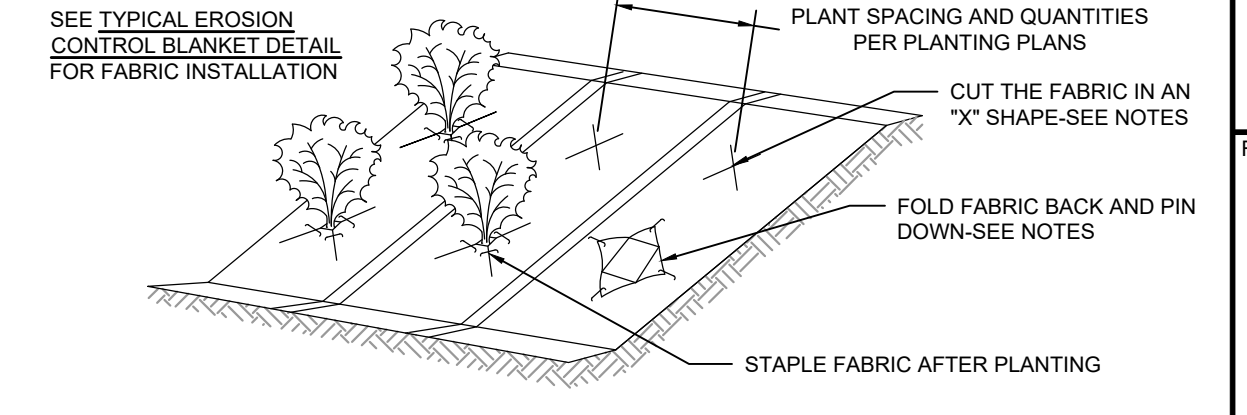
TREE PLANTING ON SLOPE DETAIL
NOT TO SCALE



EROSION CONTROL BLANKET
NOT TO SCALE



EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE



PLANTING IN EROSION CONTROL BLANKET
NOT TO SCALE

- NOTES:
- PLANTING BACKFILL: 1/3 LOAM, 1/3 SAND, 1/3 PEAT, BY VOLUME.
 - WHEN PLANTING ON SLOPE-MODIFY SLOPE AS SHOWN.

- NOTES:
- EROSION CONTROL BLANKET TO BE ALL NATURAL MATERIAL SUITABLE FOR TEMPORARY STABILIZATION - NORTH AMERICAN GREEN BINNET S158N OR APPROVED EQUIVALENT.
 - SLOPE SURFACE SHALL BE SMOOTH BEFORE PLACEMENT FOR PROPER SOIL CONTACT.
 - STAPLING PATTERN AS PER MANUFACTURER'S RECOMMENDATIONS.
 - DO NOT STRETCH BLANKETS/MATTINGS TIGHT. ALLOW THE ROLLS TO MOLD TO ANY IRREGULARITIES.
 - DO NOT USE ON SLOPES LESS THAN 3:1.
 - SEED BEFORE INSTALLATION. PLANTINGS OF SHRUBS, TREES, ETC. SHOULD OCCUR AFTER INSTALLATION.

- NOTES:
- CUT THE FABRIC IN AN "X" SHAPE TO ACCOMMODATE 2 TIMES THE DIAMETER OF THE ROOTBALL.
 - FOLD FABRIC BACK AND PIN DOWN TO CREATE A HOLE IN THE MAT.
 - DIG THE HOLE PER PLANTING DETAILS.
 - AFTER PLANTING, FOLD FABRIC BACK INTO PLACE AND STAPLE DOWN AS REQUIRED TO SECURE FABRIC IN PLACE.

Revisions	NO.	DATE	BY	DESCRIPTION
1	01/11/23	KJK	HLC	REVISED NOTES AND DETAILS
2				
3				
4				
5				

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
www.horsleywitten.com
80 Route 6A
Sandwich, MA 02563
508-833-6600 voice
508-833-3150 fax

Checked By: HLC
Drawn By: KJK
Designed By: KJK
Date: JANUARY 2023

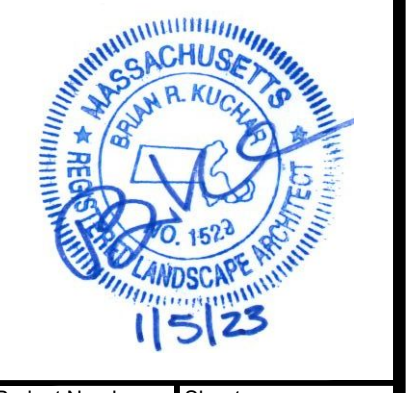
**LONG POND TOWN BEACH
BOAT RAMP & PARKING IMPROVEMENTS
BREWSTER, MASSACHUSETTS**

Plan Set:
Plan Title:

Prepared For:
**Brewster Department of
Natural Resources**
2188 Main Street
Brewster, MA 02631
Phone: (508) 325-9135
Fax: ---

Survey Provided By:
Horsley Witten Group, Inc.
North American Green Binnet S158N
80 Route 6A
Sandwich, MA 02564
Phone: (508) 833-6600
Fax: (508) 833-3150
Date: June 27, 2017

Registration:



Project Number:	17090	Sheet:	10 of 10
Sheet Number:	L - 10		

For Your Information (FYIs)

1. Appointments:
 - a. Election Workers
 - b. Drummer Boy Park Advisory Committee
 - i. Allyson Felix
 - ii. Devin McGuire
 - iii. Jillian Douglass
 - iv. Katherine Scott
 - c. Pleasant Bay Alliance Watershed Committee (Kimberly Crocker Pearson)
 - d. Recreation Commission Liaison to the Pond Property Planning Committee (Chris Ellis)
2. Brewster Planning Board ADU Listening Session
3. Brewster Ponds Coalition Pond Summit Recording
4. New Water Pollution Permit System Regulations
5. Resident inquiry of use of Official Brewster Town Seal
6. Habitat for Humanity of Cape Cod Affordable Home Application
7. Health and Human Services Report from Duffy Health Center
8. National Grid Safety Information
9. Brewster Housing Authority Letter regarding Select Board Policy #45
10. Vision Planning Committee Update



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Town Clerk

Memo

To: Brewster Select Board
From: Colette Williams, Town Clerk
Date: June 8th, 2023
Re: Election Workers to be appointed

Pursuant to Massachusetts General Law Chapter 54, section 12, the attached list of names are being presented to the Brewster Select Board, to be appointed as Election Personnel, effective September 1, 2023 through August 31, 2024.

Thank you for your time and attention.

2023 Election Workers to be appointed by Select Board
6/7/2023

Last	First	Position
Avery	Cheryl	Worker
Best	Anne	Worker
Cohen	Amy	Worker
Briggs	David	Worker
Buhler	Mary Beth	Worker
Burdych	Nancy	Worker
Busch	Pat	Worker
Carey	George	Worker
Cameron	June	CLERK
Carr	Susan	Worker
Daley	Susan	Worker
Draper	Barbara	Worker
Dugan	Annie	Worker
Eddy	Jim	Worker
Eddy	Mary	Worker
Elliot-Grunes	Lauren	CLERK
Finch	Beth	Worker
Frissora	Steve	Worker
Galante	Pat	Worker
Gaughram	Bob	Worker
Gengras	Debbie	Worker
Gerrish	Lisa	Worker
Harris	Rob	Worker
Harbeck	Amy	Worker
Hastings	Rheanna	Worker
Holeman	Penny	Worker
Holland	Jim	Worker
Hughes	<u>Joanne</u>	Worker
Johnson	Peter	Worker
Johnson	Sandra	Worker
Kimberley	Cheryl	Worker
Lagergren	Judy	Worker

LeMatire	Anne	CLERK
Lieb	James	Worker
Lowey	Janet	Worker
MacLellan	Simone	Worker
Martens	John	Worker
Mathison	Cynthia	CLERK
Menges	Julie	Worker
Miller	Paula	Worker
Nabywaniec	MaryJo	Worker
Najarian	Stephen	Worker
Normand	Glenda	CLERK
Oliver	Marjorie	Worker
Otto	Marcia	Worker
Patterson	Chris	Worker
Phillips	Sara	Worker
Rossiter	Christine	Worker
Ryone	Sharon	CLERK
Scheffer	Pete	Worker
Scheffer	Joan	CLERCK
Semple	Bruce	Worker
Semple	Patricia	Worker
Smith	Pam	Worker
Stanley	Pat	Worker
Taylor	Elizabeth	Worker
Taylor	Judy	Worker
Todd-McNichol	Judy	Worker
Van Stone	David	Worker
Whitney	Karen	Worker
Winn	Charles	WARDEN

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

6. Are you a full-time Brewster resident? Yes No

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

- a.
- b.
- c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion

11. OCCUPATION: _____

- Active Retired Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Name of Employer	Job Title	Dates of Employment

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

- a. Organizations and dates:

20. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature: Date:

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

c. Was at least 1 Brewster reference contacted: Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
 - The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
 - Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
 - After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.
-

1. **Applicant name:** Devin McGuire

2. **Address:** [REDACTED]

3. **Phone Numbers:** Home:

Cell:

4. **Email:** [REDACTED]

5. **This is an application for:** Full member status Alternate status

6. **Are you a full-time Brewster resident?** Yes No

7. **Years you've lived in Brewster:** 6

8. **Are you registered to vote in Brewster?** Yes No

9. **Committees you are interested in serving on in order of preference:**

- a. Drummer Boy Park Committee
- b.
- c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Lake Forest College, BA Communications

11. OCCUPATION: Active Retired Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

General Manager, Nauset Rental since 2016

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

a. Organizations and dates:

Earthworm, Inc (environmental non profit) Board member since 2015

15. GOALS: Please explain why you'd like to serve on a particular committee.

I am a resident of Brewster who believes that our civic engagement is very important. I am also a parent of a 4 year old and would like to help in the planning and future of Drummer Boy Park, where my family goes often. This committee seems to be a good place for me begin a more serious participation in civic engagement and for a topic that I feel passionately about - a special recreation area of our town that my family and I enjoy.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

In my current profession, I run a local business overseeing several staff, operations, budgeting and strategic planning. I have a fairly comprehensive understanding of local initiatives and as an employer and resident, understand the challenges that are facing our local communities. I was recently asked to participate advisory committee in my non profit board work to help with a large organizational transition and strategic planning. I'm also an active member in various rec activities and feel strongly about access to recreation areas for our community. I believe I have many transferable skills to assist with the Drummer Boy Park planning.

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed)

No

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name: Amanda Bebrin

Address: Brewster, MA

Phone: [REDACTED]

Email: [REDACTED]

Relationship to you: Friend / acquaintance through civic engagement

b. Name: Casey Chatelain

Address: Brewster MA

Phone: [REDACTED]

Email: [REDACTED]

Relationship to you: Friend

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

21. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature: *Davin McGuire*

Date: 4/26/23

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

- c. **Was at least 1 Brewster reference contacted:** Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

c. Was at least 1 Brewster reference contacted: Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

Jillian Douglass



Brewster Committee Appointments
Town of Brewster
2198 Main Street
Brewster, MA 02631

March 20, 2023


Dear Ladies & Gentlemen;

Please accept the attached application and resume as my expression of interest in serving on the Town of Brewster Visioning Committee, or other support roles in relation to outreach and inclusion in Brewster's Local Comprehensive Planning and other public policy efforts.

Brewster has an interested and responsive citizenry with lots of varied opinions and ideas. The Town has historically sought to include and solicit input from as many people and perspectives as possible. I am grateful to live in a community where our people are invited and empowered to participate in our governance and long-term planning. It is a constant challenge to reach out and engage those members of our community who are typically less-able, less-tuned-in, or less-inclined to participate. Brewster is diligent in its efforts, but we can always do better.

I expect my 30+ years' experience and specialized training, related to State, Federal and Municipal law with respect to planning, public policy and labor relations to bring strong applicable skills for messaging, survey development, statistical analysis, research, narrative construction, consensus building, conflict resolution, reporting and compliance. I found my prior work on the Vision Advisory Group to be some of the most rewarding work we have undertaken. I would like to offer my time and perspective again, if it is thought my participation could be of assistance.

Thank you for your time and consideration, and for everything you do to make and keep our Town so great.

Sincerely,

Jillian Douglass

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

6. Are you a full-time Brewster resident? Yes No

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

a.

b.

c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion
UMASS, LARP (AMHERST)	MASTER REGIONAL & URBAN PLANNING & POLICY	1989
UVM	BACHELOR RESOURCE ECONOMICS	1984
MMA/NLC/ICS/Mass Housing	VARIOUS	1990 - 2023

11. OCCUPATION: AFFORDABLE HOUSING TRUST ADMINISTRATOR (BARNSTABLE - PT)

Active Retired Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Name of Employer	Job Title	Dates of Employment
TOWN OF BARNSTABLE		2022 - PRESENT
PRESERVATION OF AFFORDABLE HOUSING	COMMUNITY IMPACT & RESIDENT SERVICES COORD	2021 - 2022
TOWN OF CHATHAM	HUMAN RESOURCE DIRECTOR	2017 - 2020
TOWN OF BREWSTER	ASST. TOWN ADMINISTRATOR	1990 - 2017

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

- BREWSTER HOUSING PARTNERSHIP
- MANY TOWN OF BREWSTER & REGIONAL APPOINTMENTS
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

a. Organizations and dates:

HOUSING ASSISTANCE CORP., HABITAT FOR HUMANITY, BOCH CERT, NERSC, BCT, CCYP, CC.HOME, INDEPENDENCE HOUSE, COMHB, LOWER CAPE CDP, CCIA REALTORS, CAPE MEDIATION

15. GOALS: Please explain why you'd like to serve on a particular committee.

I SEEK TO CONTINUE & EXPAND ON BREWSTER'S ONGOING EFFORTS TO CONNECT WITH ~~OUR~~ CITIZENS & ENSURE THAT AS MANY VOICES & PERSPECTIVES ARE INCLUDED & CONSIDERED IN OUR PUBLIC PROCESSES & POLICIES, AS POSSIBLE.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

I AM PROUD OF MY PREVIOUS WORK THROUGHOUT MY CAREER TO ACTIVELY & RESPONSIBLY SEEK OUT UNIQUE & UNDERREPRESENTED PEOPLE & PERSPECTIVES FOR OUTREACH & INCLUSION EFFORTS. I AM MOST PROUD OF MY WORK ON CONFLICT RESOLUTION, MEDIATION & NEGOTIATION FOR SETTLEMENTS (LABOR CONTRACTS & EVICTION PREVENTION) AS WELL AS DE-ESCALATION COUNSELING IN DISPUTE RESOLUTION

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed? (Does not automatically disqualify but may need to be disclosed) Yes No

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred): *OTHERS AVAILABLE UPON REQUEST*

a. Name: MODERATOR - CHARLES SUMNER
Address: _____
Phone: _____
Email: _____
Relationship to you: PRIOR BOSS, FRIEND

b. Name: DIANE PANSIRE
Address: CAPE COD FIVE BANK
Phone: [REDACTED]
Email: _____
Relationship to you: CHAIR BHP, LOAN OFFICER CCS, FRIEND

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

[Empty box for additional information]

20. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
 - If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
 - If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
 - When submitted, I understand that this form becomes a public document.
- * PLEASE REDACT STREET ADDRESS & PHONE # FROM PUBLIC POSTINGS.*

Signature:



Date:

3/20/2023

Jillian D. Douglass

SUMMARY

- Hard-working, accomplished manager, committed to developing and implementing efficient policies, bylaw and code amendments with 30 years of proven experience in Massachusetts public sector management
- Thoughtful, dedicated administrator with ability to identify and utilize organizational strengths to accomplish goals and objectives, plans and projects
- Engaged, articulate and intuitive team builder
- Enthusiastic, visible advocate for public initiatives and positive outcomes
- Thrifty, resourceful problem solver with an emphasis on growth management, capacity building and an inclination towards preservation
- Realistic strategist, able to plan and accomplish varied projects under challenging conditions

PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

Town of Chatham, Chatham, MA

2017 – 2020

Human Resource Director –

Chatham is a seasonal town on Cape Cod with a year-round population of 6,185. The Town has ~ 130 year-round and ~ 120 seasonal employees. Since arrival, I have placed over 50 year-round employees and 110 additional employees each season. Director creates job descriptions, postings and ads for all vacancies. Hires and tracks employee performance and growth. Manages benefits for all current and retired employees. Develops training and other programs. Counsels employees. Tracks labor law and statutory compliance. Proposes and assist with implementation of organizational and automation changes for improved efficiency. Develops collective bargaining strategies and assists in negotiations and grievance settlements.

Town of Brewster, Brewster, MA

1990 – 2016

Assistant Town Administrator –

Brewster is a seasonal town on Cape Cod which grew in population from 7,876 in 1990 to 9,654 in 2014. The expenditures grew from \$20,649,430 to \$34,933,801 over the same period. Assisted in budgeting, bidding and project management of facility growth projects: landfill capping, Swap Shop relocation, Crosby Mansion restoration, Eddy School, Police Station, Library expansion, addition of 18 holes to the municipal Captain's Golf Course, Drummer Boy Playground, Town Hall renovation, COA renovation, Brewster Memorial Cemetery, new Water Facility, 2 new public wells, beach road and drainage reconstructions, Community Solar Garden, the Landfill solar install, hundreds of acres of land acquisitions, and multiple wind turbine studies.

- Acted as interim Town Administrator, when Administrator was unavailable.

- Served on Emergency Management team, pre- and post-911, “Katrina” and “Sandy Hook”. Staffed EOC and assisted with varied emergency responses. ICS certified.
- Served as Chief Procurement Officer’s Designee, contracting for goods and services, public construction and renovation projects, “green” energy production and purchase agreements, including IMAs for regional projects and joint procurements. Assisted with selection, purchase, and implementation of town’s networked computer systems, Y2K conversion and all 21st Century updates, including iPad meeting packets, Cloud technology, facility and fleet management, attendance, payroll, and facility security systems.
- Acted as project manager for 5 Local Initiative Program 40B Comprehensive Permit Affordable Housing projects, 3 HVAC/Renovation projects and 2 Underground Storage Tank removals and various roadway drainage projects. Developed scopes of work, budgets and grant applications. Administered contracts, budgets, grants, IMAs, licenses, and leases. Assisted with multiple acquisitions of land, easements and rights of way.
- Served as Town Planner from 1990 to 2008, drafting zoning code amendments and town bylaws, creating town’s 1st Housing Plan, initiating Community Preservation Committee Affordable Housing Down-Payment program. Drafted Comprehensive Permit decisions and negotiated Regulatory Agreement terms and conditions, including permanent Association guidance documents. Coordinated compliance with town’s Intersection Site-Line bylaw. Assisted in creation of Route 6A Corridor Protection Bylaw, Development Plan Review Bylaw, Site Plan Review Bylaw and town sign code. Coordinated with Cape Cod Regional Transit Authority and Bikeways Committee. Assisted in negotiation of DRI terms and conditions. Drafted portions of town District of Critical Planning Concern submission to Cape Cod Commission.
- Served as Personnel Administrator. Participated in all hiring, and employee training, including hiring of every current department head (except one). Drafted personnel policies and participated in negotiation of Collective Bargaining Agreements. Created and implemented Senior Work-Off Real Estate Tax abatement program. Participated in grievance investigations and hearings and assisted with benefit administration, including CCMHG coordination for ACA implementation.
- Served as Compliance and Investigation Officer.
- Served as Insurance Officer, handling all claims, including Workers’ Compensation and Section 111F issues, and assuring adequate risk management and insurance coverage.
- Served as ADA Officer, developing policies and ensuring compliance. Investigated claims and complaints.
- Town’s delegate to Cape Cod Water Planning Collaborative through 2008. Barnstable County HOME Consortium delegate from 1991 to 2016. Pleasant Bay Alliance delegate through 2008. Alternate to Tri-Town Septage District Board of Managers and County Solid Waste Advisory Committee.
- Served as Administration’s representative to local Recycling/PAYT Solid Waste Committee, Energy Committee, Housing Partnership, Safety Committee, Staff Review Committee, and manager of special projects.

- Coordinated multiple scheduled events such as Town Meetings, Elections, “Brewster in Bloom”, celebrations, festivals, and visits from dignitaries, including international delegates.
- Responsible for production of Town Report from 2010 to 2015, public service announcements, weekly updates, town meeting articles, summaries, complex correspondence, spreadsheets, organizational charts, and various web-site updates.

RELATED PROFESSIONAL EXPERIENCE

South West Vermont Economic Development Corporation, Rutland, VT 1985-1986
Economic Development Planner

Produced Overall Economic Development Plan and assisted with administration of a Federally-funded \$4 million loan program, aiding over 50 Vermont-based small businesses and historic properties. Assisted with board and site meetings. Interfaced with Vermont Small Business Administration in Montpelier.

H.N Gorin Associates, Boston, MA **1986-1988**

Receptionist, Real Estate Office Assistant and Agent

Scheduled meetings; greeted clients; handled phones and correspondence; compiled financial projections for inner-city redevelopment proposals and delivered them to BRA and other offices.

EDUCATION

University of Massachusetts, Amherst, MA **1988-1990**
Master of Regional Planning

Northeastern University, Boston, MA **1987**
Real Estate Development

Lee School of Real Estate, Brookline, MA **1986 MA**
Real Estate Sales License #82575

Harvard School of Design, Cambridge, MA **1986**
Architectural Drawing and Drafting

University of Vermont, Burlington, VT **1980-1984**
Bachelor of Science, Resource Economics

University of Newcastle, Newcastle, UK **Summer 1983**
Land Use Reclamation and Newtown Development

AFFILIATIONS

Nauset Rotary – Environmentalist of the Year 2009. Independence House - Board of Directors 1998
Volunteer for: Housing Assistance Corp. Big Fix Coordinator; NOAH Shelter; Habitat for Humanity of Cape Cod; Brewster Conservation Trust; Brewster FLATS; Brewster Ponds Coalition; Brewster Housing Partnership; Brewster Vision Advisory Group. BOCH CERT, Cape Mediation

5/1/2023

Brewster Select Board
c/o Erica Mawn
2198 Main St.
Brewster MA 02631

Dear Brewster Select Board,

My name is Katharine Scott and I have lived in Brewster for most of my life and I am now a homeowner in town. I own a small retail store in Eastham and recently became a new mom. I believe that Drummer Boy Park is a unique asset in our community and the future of the park is important to me.

It is imperative that the advisory committee for the park improvements have a broad representation of our community in order to ensure that the park remains an asset to all members of our community. As a member of the committee, I would hope that improvements to the park would make it a vital place for commerce, exercise, kids, and relaxation while preserving the history of the land and minimizing the environmental impact.

I believe that my love for Brewster, my experience as a business owner, my passion for the environment, and my insight as a mother make me an ideal candidate for the Drummer Boy Park Advisory Board.

Thank you for your time and considering me for appointment to this board.

Sincerely,

Katharine Scott



Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

6. Are you a full-time Brewster resident? Yes No

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

a.

b.

c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

High School Diploma

11. OCCUPATION: Active Retired Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

Self Employed - Pure Vita Modern Apothecary

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

Recycling ~~Committee~~ Committee, Swap Shop

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

I believe this committee should have a diverse group serving.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

Run my own business, management, Leadership,

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

NO

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed)

NO

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name: Peter Johnson
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: Friend

b. Name: Gary Christen
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: Family Friend

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

21. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature: *Katharine Scott*

Date: 5/1/2023

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

- a. Applicant is a registered Brewster voter: Yes No
b. Date confirmed

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

- i. Interviewer name (Select Board Liaison):
ii. Interview date:

b. Select Board Liaison Consultation with Committee Chair:

- iii. Committee Chair name:
iv. Consultation date:
v. Did Committee Chair also interview applicant? Yes No

- c. **Was at least 1 Brewster reference contacted:** Yes No N/A

d. Select Board Liaison Recommendation:

- i. Recommend appointment.
ii. Recommend appointment to other committee that is a better fit for applicant qualifications.
iii. Recommend holding application for future opening.
iv. Not recommended.

3. SELECT BOARD ACTION

- a. At a Select Board meeting held _____, the Applicant was appointed to for a term ending _____ year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

- a. Date notification of appointment sent to appointee and Town Clerk:

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
 - The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
 - Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
 - After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.
-

1. Applicant name:

2. Address: [REDACTED]

3. Phone Numbers: Home: [REDACTED] Cell: [REDACTED]

4. Email: [REDACTED]

5. This is an application for: Full member status Alternate status

6. Are you a full-time Brewster resident? Yes No

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

- a.
- b.
- c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

11. OCCUPATION: Active Retired Not currently working

12. EMPLOYMENT EXPERIENCE. List employers, job titles and dates of employment for at least previous 3 years.

13. GOVERNMENT POSITIONS. List any Town of Brewster or other government volunteer, elected, or appointed positions you now hold or have held.

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

16. EXPERIENCE & SKILLS: Please list any experience, achievements, skills, or interests you have that would assist you to serve effectively on the committee you wish to serve on.

17. TOWN EMPLOYMENT: Are you or any member of your immediate family employed by or receiving financial consideration from the Town of Brewster?

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed)

19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a. Name:
Address:
Phone:
Email:
Relationship to you:

b. Name:
Address:
Phone:
Email:
Relationship to you:

20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

21. SIGNATURE. By signing below, you state that you understand and agree.

- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts Financial Disclosure Law, MGL Ch. 268B;
 - Massachusetts Open Meeting Law, MGL Ch. 30A, Sections 18-25, and the implementing regulations, 940 CMR 29.00;
 - Massachusetts Public Records Law, MGL Ch. 66, and the implementing regulations, 950 CMR 32.00;
 - Massachusetts Campaign Finance Law, MGL Ch. 55; and
 - Brewster Charter, when in force, and Town bylaws, and all other applicable federal, state, and local laws or regulations.
- If appointed, I must be sworn in by the Town Clerk before serving, and I will complete State Conflict of Interest training after appointment, as well as any other certifications required by law.
- When submitted, I understand that this form becomes a public document.

Signature:



Date:

KIMBERLEY CROCKER PEARSON

Experienced environmental and health professional seeking a position at the intersection of conservation science and policy-making. Recently earned an M.S. in Environmental Science and Policy in addition to prior training and work in occupational and environmental medicine. Extensive experience in teamwork, leadership, and communication strategies, research and data analysis, policy development and implementation in both the public and private sectors.

SKILLS Policy Development and Policy Briefing Clinical Medicine Field Research Laboratory Research
Team Leadership Media Relations Crisis Communication Personnel Management Budget Development
Curriculum Development Non-Profit Development GIS Stata SCUBA Animal Handling

EDUCATION AND TRAINING

Johns Hopkins University Baltimore, MD

Master of Science Environmental Science and Policy, May 2020

Thesis: "Can Medical Science Teach Conservation Science to Become More Effective?"

<https://jscholarship.library.jhu.edu/handle/1774.2/62822>

Massachusetts Poison Control Center, Boston Children's Hospital, Boston, MA

Fellow, Medical Toxicology 1993-1998

Harvard University School of Public Health, Boston, MA

Master of Public Health, May, 1991

Harvard University School of Public Health, Boston, MA

Occupational and Environmental Medicine Residency and Clinical Research Fellowship, July 1990-June 1992

Chief Resident July 1991-June 1992

Awarded Occupational Physician Scholarship, American College of Occupational and Environmental Medicine;

ATSDR Clinical Fellowship Program Grant in Environmental Medicine: Research Project: "A survey of non-cancer health effects in a community whose drinking water was contaminated by chlorinated hydrocarbons, particularly tetrachloroethylene."

Brigham and Women's Hospital, Boston, MA

Internship and Residency, Internal Medicine June 1987-June 1990

Boston University School of Medicine, Boston, MA

Doctor of Medicine, Magna Cum Laude, May, 1987;

Awarded Alpha Omega Alpha Honor Medical Society; American Medical Women's Association Scholarship

University of California, Los Angeles, CA

Master of Science in Geochemistry, May 1984

Thesis: "Stable isotopic investigations of early development in extant and fossil chambered cephalopods I. Oxygen isotopic composition of eggwater and carbon isotopic composition of siphuncle organic matter in *Nautilus*"

Wellesley College, Wellesley, MA

Bachelor of Arts with Honors in Geology, May, 1980

Thesis: "A Determination of the Physical Parameters of the Paleoenvironment of an Upper Devonian Fish Fossil Suite from the Catskill Formation, Northeastern Pennsylvania"

Awarded Sigma Xi Scientific Research Honor Society

PROFESSIONAL EXPERIENCE

Board of Health, Brewster, MA

Member 2021 - present

Natural Resources Advisory Commission, Brewster, MA

Chair 2021- present

- Advise Select Board and Department of Natural Resources on the sustainable use of natural resources.
- Direct implementation of Coastal Resource Management plan

Stellwagen Bank Advisory Council, National Oceanic and Atmospheric Administration, USA

Council Member, Conservation 2020- present

- Advise Sanctuary Superintendent regarding conservation issues relevant to the implementation of the sanctuary management plan.
- Assist in development of the sanctuary management plan.

Kirov Academy, Washington, DC

Chair, Science Department 2006-2009

- Designed and implemented science curriculum for Middle and High School students at independent school in Washington, DC. Included curriculum for English language learners.
- Taught 9-12 grade students Chemistry, Biology, Physics and seminar: Science for Citizenship.

London School of Hygiene and Tropical Medicine, London, UK

Visiting Lecturer 2004-2005

- Designed and taught International Environmental Health Seminar for graduate students

Bureau of Environmental Health Assessment (BEHA), Massachusetts Department of Public Health, Boston, MA

Physician Consultant, 2000-2004

- Responded to citizen concerns about disease excesses (“clusters”) with a multidisciplinary team including toxicologists and risk communication professionals.
- Reviewed national/international criteria documents on physical and chemical hazards and developed policy for implementation of their recommendations at state level.
- Represented BEHA at public meetings as a medical expert; spoke to professional and lay audiences on environmental health hazards and responded to their concerns
- Advised the Bureau Chief on environmental medicine issues
- Reviewed cancer registry and other sentinel health data to evaluate the need for focused environmental health investigations

Private Consulting, Boston, MA

2001-2004

- Consulted with major teaching hospital regarding workplace exposures; developed and piloted a “Collaborative Practice Model” for working with management and labor representatives to achieve common health and safety goals. The model succeeded in minimizing adversarial feelings in the stakeholders and set the stage for an ongoing process of working together on health and safety goals.
- Provided expert testimony for both plaintiff and defendant attorneys in the area of exposure assessment and causation of adverse health effects.
- Designed and implemented an exposure control and response program for the regional American Red Cross employees processing blood and blood products.

Logan International Health Center, Logan Airport Boston, Massachusetts

Medical Director 1999-2001

- Supervised all patient care activities at the Center; managed the clinical laboratory, including a forensic drug testing facility, travel health program, maritime health program.
- Provided consultative services for the Central Artery Tunnel Project (“Big Dig”) construction contractors, particularly dealing with use of chemicals in enclosed spaces and injury prevention in heavy construction. Performed safety inspections of worksites.
- Managed 50 employees, developed and tracked the Center’s budget, worked with marketing to develop new health service product lines to meet market demands, prepared statistical and budgetary reports and presented them to corporate administration.

Morton Hospital and Medical Center Taunton, Massachusetts

Associate Medical Director, Occupational Health Service 1997-1999

- Provided Medical care for work-related injuries and illnesses
- Performed worksite walkthroughs evaluating exposures and other risks to employees and developing recommendations for improving worker safety

Massachusetts Poison Center, Children's Hospital, Boston, Massachusetts

Poison Center Consultant 1998-2000

- Performed inpatient and outpatient toxicology consultations on environmental and industrial toxic exposures.

Brigham and Women's Hospital, Boston, Massachusetts

Occupational Health Physician; Director, Employee Health 1994-1996

- Provided clinical evaluations for employees with symptoms of chemical exposure; developed treatment protocols for hospital staff exposed to chemicals in the various areas of the hospital; designed and conducted safety training related to exposures in the hospital environment.
- Responded on behalf of the hospital to media inquiries, appeared on the US public television science production "NOVA."
- Represented the hospital on a union-management committee developed to address health and safety issues at the hospital
- Advised hospital president on occupational and environmental health and safety concerns.

Brigham and Women's Hospital, Boston, Massachusetts

Staff Physician, Emergency Department 1990-1994

- Provided acute care to medical and trauma patients and supervised the house staff, nursing staff and support personnel.
- Chaired the Hospital Disaster Committee; developed and implemented internal and external disaster response plans for the facility

Department of Surgery, Boston University School of Medicine, Boston, MA

Research Assistant 1984-1985

- Handled and prepared multiple mammalian species for surgical research; assisted with surgeries.

Department of Earth and Space Sciences, University of California, Los Angeles

Graduate Research Assistant, Geochemistry 1980-1983

- Performed stable isotope analysis, mass spectroscopy, geologic and paleontologic field work

Carr Research, Inc., Wellesley, Massachusetts

Research Assistant 1979

- Performed water quality assessment of ponds and streams including biological and hydrological field and laboratory work.

New England Aquarium Boston, MA

Curatorial Assistant 1977-1979

- Cared for marine mammals in captivity; participated in marine mammal rescue and rehabilitation. collected biological and behavioral data for research studies.

PUBLICATIONS

Original Reports:

Pearson, KC "Will Culling the Northwest Atlantic Gray Seal Population, *Halichoerus grypus* (Fabricius, 1791) (Carnivora: Phocidae) on Cape Cod, Massachusetts, USA Reduce the Risk of Human-White Shark Encounters?" *Life: The Excitement of Biology* 2018;6(3):75-107. <https://blaypublishers.files.wordpress.com/2019/05/pearson-leb63.pdf>

Brotschi, EA, **Crocker, KC**, Gianitsos, A, Williams, LF, Jr. Low extracellular Ca²⁺ products agonist-specific alterations in gallbladder contractility. *Gastroenterology* 1986; 88(5); 1336.

Crocker, KC, DeNiro, MJ, Ward, PD. Stable isotopic investigations of early development in extant and fossil chambered cephalopods 1. Oxygen isotopic composition of eggwater and carbon isotopic composition of siphuncle organic matter in *Nautilus*. *Geochemica et Cosmochemica Acta* 1985; 49: 2527-2532.

Abstracts

Pearson, KC. Sensitization to UV-curable acrylates: A case report and review of the literature. North American Congress of Clinical Toxicology Annual Meeting. In: J Tox Clin Tox 2002; 40(5): 192.

Pearson, K, Woolf, A. Two cases of self-poisoning with lead in patients with psychiatric illness. North American Congress of Clinical Toxicology Annual Meeting. In: J Tox Clin Tox 1998; 36(5): 494.

Woolf, A, **Pearson, K.** Presence of diethylene glycol in commercial polyethylene glycol (PEG) solutions. North American Congress of Clinical Toxicology Annual Meeting. In: J Tox Clin Tox 1995; 33(5): 490.

Du Buske, M, Babakhin, AA, Cieslewicz, G, Nolte, H, Skov, P, Zakirova, I, **Pearson, K,** Sheffer, AL. Comparison of Pharmacia CAP and whole blood leukocyte histamine release in the detection of sensitivity to latex. American Academy of Allergy, Asthma and Immunology Annual Meeting. 1996.

Anderson, G, Li, T, Malki, I, Patel, A, Alem, M, Babakhin, AA, Cieslewicz, G, Zakirova, I, Nolte, R, **Pearson, K,** Scheffer, AL, and Du Buske, LM. Assessment by Hycor RAST and Pharmacia CAP of cross sensitization to banana and avocado among latex sensitive hospital employees. American Academy of Allergy, Asthma and Immunology Annual Meeting. 1996

Texts

“Chapter 75: Chlorinated Hydrocarbons” in Haddad, Winchester and Shannon. Clinical Management of Poisonings. 3rd Edition. WB Saunders, Philadelphia, Pennsylvania. 1998 pp 931-939.

Archived: Friday, July 7, 2023 3:43:50 PM
From: [Michael Gradone](#)
Sent: Thursday, June 29, 2023 8:01:13 PM
To: [Erika Mawn](#)
Cc: [Donna Kalinick](#)
Subject: PPPC liaison
Importance: Normal
Sensitivity: None

Hello,

The Rec Commission voted Chris Ellis as the new PPPC liaison at our meeting tonight.

Mike Gradone
Town of Brewster, Recreation Director
www.brewsterrecreation.com
508-896-9430

The Brewster Recreation office will be open to the public Monday through Friday from 8am to 4pm. For the latest updates on Town services, please visit www.brewster-ma.gov.



ADU LISTENING SESSION

Brewster Planning Board

June 28, 2023



MEETING TOPICS/ PUBLIC INPUT

- Discuss Existing Zoning Bylaw
- Discuss General ADU Criteria
- Discuss potential amendments
- General observations, experiences, comments & suggestions





WHAT IS AN ADU?

- Regulated by zoning
- Accessory single- family dwelling unit
- Accessory use to main home- not independent
- Self-contained living (cooking, sanitary, sleeping) facilities
- Same lot as main dwelling



EXISTING ADU ZONING



- Size: lesser of 40% main home or 900 sq ft
- Can be attached, within or detached
- Owner occupancy req'd- 12 mos.
- Lease term 12 mos.
- Additional parking spaces req'd
- No more than 2 bedrooms
- Max 2 dwelling units per lot, incl. ADU
- Annual ADU permit cap- 20
- No boarding/ lodging
- Design subordinate to main house
- ZBA approval req'd in water protection overlay districts and on lots >30,000 sf





TYPICAL CONSIDERATIONS- ADU ZONING

- “Purpose” clause (intent)
- Owner occupancy
- Tenancy
- Lot size/ dimensional regulations
- ADU Size
- Design requirements
- Special permit?
- Enforcement/ administration
- Annual permit cap
- Reference to related laws and regs (health, bldg, etc)

“PURPOSE” CLAUSE

- Brewster ADU Zoning does not currently have one
- Inclusion could bolster year-round housing intent



OWNER OCCUPANCY

- Required currently for continuous 12 mo. period (either unit)
- No express bona fide absence clause
- Part time residents can't have an ADU under current language



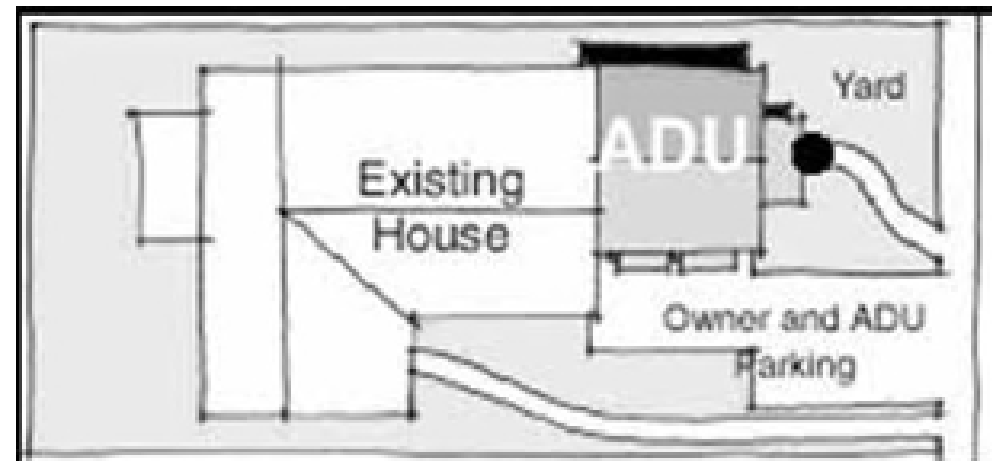
TENANCY

- Must be 12 mo. lease currently
- Does year-round housing = 12 mo. lease?



LOT SIZE/ DIMENSIONAL REGS

- ZBA Special Permit for less than 30000 sq ft lot- (historical zoning in Brewster was 25k or 15k)
- ZBL currently only references setbacks for attached ADUs (not other dimensional reqs. like coverage, height, etc. or detached buildings)
- Refers to 'conforming' setback for district (ZBL Table 2)
- Brewster Zoning has unique setbacks- "per lot" not district- back to when lot was created



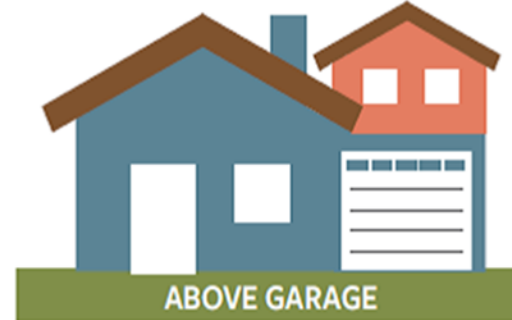
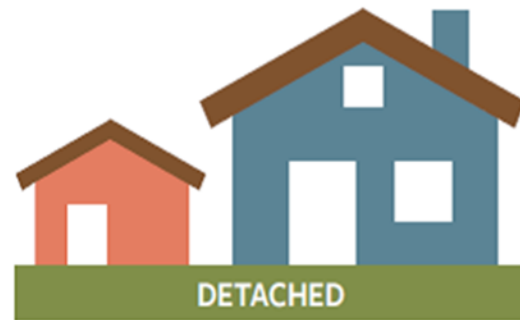
ADU SIZE

- 40% habitable space of main house or 900 sq ft, whichever is less
- 'Habitable' not defined under the ZBL- under SBC excludes bathrooms, halls, closets, utility spaces
- % approach advantages a) larger existing homes, and b) can be confusing and difficult to calculate.
- Examples:
 - 40% ADU WITHIN an existing 1500 sq ft dwelling= approx. 400 sq ft ADU allowed
 - 40% ADU within a DETACHED building accessory or ADDITION to an existing 1500 sq ft dwelling= approx. 600 sq ft ADU
 - Existing 2250 sq ft home necessary to get max 900 sq ft ADU based on 40% rule (if ADU proposed as an addition or detached building)



DESIGN

- “Clearly subordinate” to main house
- Is this a use or design provision?
- Focus on single-family residential character of property?



ADU SPECIAL PERMIT

- Zoning Board of Appeals (ZBA) approval req'd:
 - Lots less than 30,000 sq ft
 - Herring River Watershed
 - DCPC (Zone II & Pleasant Bay Watershed)
 - Water overlays occupy entire south part of Town
 - See GIS map:
<https://www.mapsonline.net/brewsterma/index.htm>
|
 - DCPC zoning includes groundwater protection provisions re: Nitrogen
- Planning Board SPGA?
- Adopt unique Special Permit standards for ADUs?
- 15k & 25k sq ft historic lot sizes under zoning



ENFORCEMENT/ ADMINISTRATION

- Building Commissioner
- Annual affidavit required (currently ZBL prescribes content)
- No existing tracking or registration mechanism
- In some rare cases, a CO or construction permit under the SBC might not be required
- Existing permit cap of 20/ year
 - Haven't been close to approaching
- Other laws and regulations are referenced in the ZBL (Title 5, SBC, etc.)



GENERAL OBSERVATIONS, EXPERIENCES, COMMENTS & SUGGESTIONS



- THANK YOU! YOUR INPUT IS VALUED!



Archived: Friday, July 7, 2023 3:44:04 PM

From: [Nancy Ortiz](#)

Mail received time: Sun, 25 Jun 2023 07:32:52

Sent: Sun, 25 Jun 2023 03:32:37

To: [Peter Lombardi](#) [Ned Chatelain](#) [Mary Chaffee](#) [Kari Hoffmann](#) [Cynthia Bingham](#) [David Whitney](#)

Subject: Fwd: Pond Summit Recording

Importance: Normal

Sensitivity: None

Dear Peter and Selectboard,

Thanks to all of you for attending the Pond Summit. Your interest in BPC is very much appreciated.

Septic is a hot topic right now considering septic discharge is the largest contributor to our water pollution. Solving the problem sooner rather than later will be less costly in the long run. I encourage you to look at the audience poll at **1:48:40** in the video link below. Any future wastewater management plan should consider partial town sewers.

All your efforts on behalf of our town are greatly appreciated.

Nancy Ortiz

Brewster Ponds Coalition Board Member

Sidenote:

Brewster has the same population density as Orleans <https://www.census.gov/quickfacts/fact/table/US/POP060210>

Population per square mile 2020 census: Brewster: 449 Orleans: 445

----- Forwarded message -----

From: **Susan Bridges** <susan.bridges@brewsterponds.org>

Date: Thu, Jun 22, 2023 at 11:48 'a0AM

Subject: Pond Summit Recording

To: Peter Lombardi <plombardi@brewster-ma.gov>

Cc: Board of Directors <directors@brewsterponds.org>

Hi Peter,

Again, thank you very much for co-hosting the Pond Summit this year. I think it was a very successful collaboration.

Below is the link to the recording of the Pond Summit in case you want to put it on the town website. Unfortunately, our opening remarks were not captured because Lower Cape TV was having trouble with their internet connection. As you may recall, we delayed the presentation by about ten minutes, but in the end decided to get started without LCTV since the agenda was so long.

[Brewster Pond Summit 2023 on Vimeo](#)

Best,
Susan

Susan Bridges
President
Brewster Ponds Coalition
P.O. Box 459 Brewster, MA 02631
susan.bridges@brewsterponds.org
908-963-1389

Protecting and improving the health of Brewster's ponds through science, education and advocacy

Archived: Friday, July 7, 2023 3:44:12 PM

From: [Tim Hackert](#)

Mail received time: Sat, 24 Jun 2023 12:33:18

Sent: Sat, 24 Jun 2023 08:33:12

To: [Tim Hackert](#)

Cc: [Peter Lombardi](#) [Donna Kalinick](#)

Subject: New Water Pollution Permit System Regs

Importance: Normal

Sensitivity: None

This article below was in the Boston Globe, which I am sure you know about.

Given all the concerns about increased real estate taxes and Select Board responsiveness to public concerns, this is not an easy issue to address, especially given that a sewer system for about 12,000 homes could cost in excess of 1.4 Billion.

Two primary issues will be how to engage the voters so the voters do not think that the consultants are leading Brewster by the nose and how to address the cost issue.

Perhaps one solution is for Brewster to borrow the projected cost for individual upgraded septic on a tax exempt basis and fund through a loan to individual owners the individual home replacement cost repayable from an increase in that home's real estate taxes over 30 years. Assuming a cost of \$40,000 and 3% interest, an individual homeowner's real estate taxes would increase by \$169.00 per month. A lot of money for a lot of people (probably not the summer home people) and probably a lot less than a town wide sewer. And it would avoid the incredible disruption of constructing a sewer system (or several) for the entire town if eved practical given topography and other related issues.

When in doubt, appoint a committee to study the issue (sorry—just a little gallows humor).

<https://www.bostonglobe.com/2023/06/21/science/healey-administration-unveils-new-permit-system-address-cape-water-pollution/>

Thanks for all your work on the Select Board.

Tim Hackert

Archived: Friday, July 7, 2023 3:44:19 PM

From: [Brewster Brownville](#)

Mail received time: Wed, 14 Jun 2023 17:46:35

Sent: Wednesday, June 14, 2023 1:46:35 PM

To: [Peter Lombardi](#) [Heath Eldredge](#) [Colette Williams](#) [David Whitney](#) [Kari Hoffmann](#) [Mary Chaffee](#) [Cynthia Bingham](#) [Ned Chatelain](#)

Subject: Website

Importance: Normal

Sensitivity: None

Attachments:

[image001.jpg](#)  [image002.jpg](#) 

Mr. Lombardi, Chief Eldredge, Ms. Williams, and Select Board:

I watched the recent election and saw that Laurel Labdon was using the official Brewster town seal in her campaign. I think this was a violation of Mass. law chapter 268. Why was she permitted to use the town seal to make her website look official? It's still there now.

<https://www.laurellabdonforbrewster.com>

I'm not sure who is supposed to enforce this law but I think it should be addressed if she has violated state law. If this is the state's responsibility please let me know who to contact.

Thank you.

W. B. Brownville


Brewster, MA

image001.jpg

image002.jpg



Habitat for Humanity of Cape Cod

411 Main Street, Suite 6, Yarmouth Port, MA 02675

508-363-3559


www.habitatcapecod.org

June 15, 2023

Dear Friend,

Perhaps you know of a family in great need of a decent, affordable home?

We are writing in the hope that you will help us get the word out *that applications are being accepted* for affordable homes to be built in Brewster. Two homes will be built at #6 and #12 Phoebe Way (off 26 Red Top Rd) in Brewster. Applications are open as of *TBA 6/15/23*

Home sizes are 3-bedroom ranch style homes.  One home will have a preference for a USA Veteran.

Habitat for Humanity offers the opportunity of homeownership to families who live or work on Cape Cod and have a critical need for a decent affordable home, who are "willing to partner" with Habitat in the construction of their home (i.e. work side-by-side for many hours with the construction volunteers), and who have the ability to make a monthly mortgage payment estimated (depending on interest rates) to be around \$1,141 for the 1st home and \$1,552 for the 2nd home, which includes escrow for property taxes and homeowner's insurance; and homeowner's association fees.

Maximum household income is 60% of area median income for the 1st home and 80% for the 2nd home.

Example: For a 4-person household, the current maximum income at 60% is \$69,060 and at 80% is \$92,050. These income guidelines are adjusted annually.

The enclosed flier to post and share, give complete information about how to obtain an application and about the public information sessions we hold to inform and assist potential applicants.

Because **August 14, 2023** is an absolute deadline, we greatly appreciate anything you might do to help us get the word out to those who might benefit from this opportunity.

Best Regards,

Mary Ann Mills-Lassiter
Family Programs Manager

p.s. – Please send an email to applications@habitatcapecod.org if you would like to receive this information electronically.





HABITAT FOR HUMANITY OF CAPE COD



APPLICATIONS AVAILABLE 2 Affordable 3-bedroom Homes for Purchase To be Built on Phoebe Way (off 26 Red Top Road), in Brewster



USA Veteran preference for one home

House price: 1st home 3-bedroom: \$164,750 Estimated monthly payment: \$1,141
House price: 2nd home 3-bedroom: \$233,700 Estimated monthly payment: \$1,552

Persons considering applying are strongly encouraged to attend one Applicant Information Workshop:

Virtual Workshops, using ZOOM on your computer or phone. Look at the application to find the links to sign in on the specific date. Keep the application available, to look at during the workshop.

Thursday 6/22 at Noon-2pm \ Wednesday 6/28 at 6pm-8pm \ Tuesday 7/18 at 6pm-8pm \ Monday 8/7 at 10am-Noon

In-person Workshops at Brewster Library, 1822 Main St. Saturday 6/24, 1:30pm-3:30pm \ Tuesday 7/11, 10:30am-12:30pm

Any questions: email maryann@habitatcapecod.org or call 508-362-3559 ext.21

Applications may be obtained:

- ~ Download the fillable application and/or print it from the Habitat web site www.habitatcapecod.org
- ~ Pick up at the Office: 411 Main St., Yarmouth Port MA, or at the Brewster Library, 1822 Main St.
- ~ Call to have a paper application mailed to you: 508-362-3559 (Habitat office)

APPLICATION DEADLINE: August 14, 2023 LOTTERY DATE: FALL 2023

Income Guidelines:

Maximum income eligibility is household income at or below 60% of Area Median Income by household size for the 1st home, and at or below 80% AMI for the 2nd home.

60% and 80% of Area Median Income by Household Size Effective May 2023 (Adjusted annually by HUD/FHLBB)

Household Size	60%	80%	Household Size	60%	80%
1	\$48,360	\$64,450	5	\$74,640	\$99,450
2	\$55,260	\$73,650	6	\$80,160	\$106,800
3	\$61,160	\$82,250	7	\$85,680	\$114,150
4	\$69,060	\$92,050			

This is the maximum gross income your household may earn and be eligible for consideration for a Habitat for Humanity home on Cape Cod.

You may qualify for Habitat home ownership, if you are:

- in critical need of year round affordable housing, *and*
- willing to complete the required "sweat equity" on your home and other Habitat projects (500 hours for a two adult household – 250 hours for a one adult household), *and*
- able to make housing payments of approximately **\$1,141- \$1,552** per month, *and*
- unable to qualify for conventional mortgage financing of a market rate house, *and*
- first time home buyer (some exceptions apply; described in application packet), *and*
- U.S. Citizen or Permanent Resident

Habitat for Humanity of Cape Cod does not discriminate in the selection of applicants. Habitat for Humanity of Cape Cod is a not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.





IFTS April 2023- June 2023

- Number of persons served this quarter: 14 people served from 8 different towns.
- Nights of stay provided in emergency motel housing: 505 nights

Towns

Barnstable- 5

Boston- 1

Bridgewater- 1

Falmouth- 2

Harwich- 1

Mashpee- 1

Middleborough- 1

Yarmouth- 2

Save this gas emergency number
in your phone and keep it handy:

1-800-233-5325

nationalgrid

nationalgridus.com



We are committed to your safety.

National Grid's natural gas pipelines transport natural gas safely and efficiently to our customers throughout New York and Massachusetts, as well as to liquefied natural gas (LNG) storage facilities in Dorchester, Haverhill, Lynn, Salem, South Yarmouth, Tewksbury and Wareham.

We have a longstanding history as a safety partner, and we are proud of our many initiatives to protect you and your community:

- We continually test, inspect and repair our natural gas pipelines.
 - We monitor our pipelines 24/7 for potential gas leaks.
 - We conduct training and drills with emergency responders to prevent and prepare for gas emergencies.
 - We educate excavators and the public about digging near gas pipelines.
 - We provide gas safety education programs to local schools.
 - We identify and manage risks to our gas pipelines, especially those in high-consequence areas.
- For an overview of our pipeline Integrity Management Program, please visit nationalgridus.com.



Despite our efforts, gas leaks may occur that could lead to catastrophic fires or explosions. We need everyone's help to prevent pipeline damage and reduce the risk of dangerous leaks. Learn what you can do, inside. ➔

This is an important notice. Please have it translated.

Este é um aviso importante. Queira mandá-lo traduzir.
Este es un aviso importante. Sírvase mandarlo traducir.
Avis important. Veuillez traduire immédiatement.

Questa é un' informazione importante, si prega di tradurla.
ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG
XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO ẤY

Это очень важное сообщение.
Пожалуйста, попросите, чтобы
вам его перевели.

**Please share this brochure with
your family and coworkers.**

Produced by Culver Media, LLC for National Grid
© 2023 Culver Media, LLC #13725 97696 MA



Avoid damaging buried gas pipelines.

Natural gas pipeline markers are generally yellow and black. They're placed near pipelines but not necessarily directly on top of them.

If you notice any type of suspicious activity or excavation occurring near a pipeline marker, call the National Grid emergency number on the marker immediately.



In addition to buried pipelines, our natural gas distribution system includes aboveground pipelines that run under bridges built over roads and waterways, other aboveground gas facilities and liquefied natural gas (LNG) transport trailers. These trailers carry LNG over roads and interstate highways to deliver LNG to acceptance sites, where we re-gasify and deliver it through our pipelines during periods of high demand.

Follow these steps for safe excavation and verify that any contractors who work for you do the same:

- 1 **Plan your project and pre-mark your dig area** with white paint, flags and/or stakes.
- 2 **Call 811 or make an online request at least 72 hours before digging**, excluding weekends and legal holidays – it's the law! This free service will arrange for the marking of buried utility lines in your dig area.
 - Dig Safe®: **811** or **1-888-DIG-SAFE (344-7233)** | digsafe.com
- 3 **Wait the required time for utilities to locate and mark their lines.** Do not dig until all utility lines have been marked or you have been informed that the area is clear to dig.
- 4 **Respect the marks when digging.** Gas lines are marked with yellow paint or flags.
- 5 **Dig with care** and follow hand-excavating rules. When digging within two feet of either side of the marks, make sure you or your contractor use only small hand tools – not mechanical excavation equipment. If you encounter a cast iron gas pipe at any point in your excavation, stop digging and notify National Grid immediately at **1-800-233-5325**.
- 6 **Call 911 and National Grid if you make ANY contact with a natural gas line**, even if you just nick the pipeline or damage its coating.

If your excavation will cross a cast iron gas main or run parallel nearby, notify the 811 service and National Grid well in advance. Cast iron gas mains in our Northeast communities may become dangerously compromised when the earth near them is moved in any way.



Always contact your state 811 center before digging and for the most current requirements.

Locate major pipelines near you.

Pipeline markers show the general route of National Grid's buried high-pressure transmission pipelines. Look for these markers at railroad crossings, fence lines and street intersections. **If you suspect a natural gas leak or see any suspicious activity or excavation occurring near a pipeline marker, immediately call the National Grid 24-hour emergency phone number on the marker.**

You can also find high-pressure transmission pipelines and the name(s) of the pipeline operator(s) near you through the National Pipeline Mapping System (NPMS) at <https://www.npms.phmsa.dot.gov>.

Pipeline markers do not indicate the exact depth or location of transmission lines and are not present in all areas. And neither aboveground markers nor NPMS maps show the location of distribution main lines or service lines that carry natural gas to homes and businesses. So never use pipeline markers or maps as a substitute for contacting 811 to have all utility lines in your dig area located and marked.

Help keep National Grid's rights-of-way safe and clear.

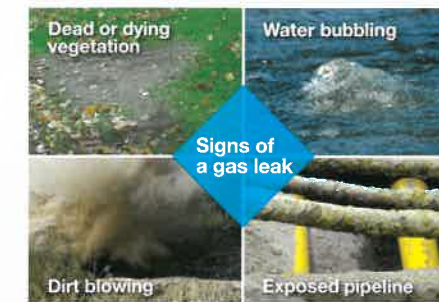
We ask for your help in keeping our pipeline rights-of-way free of construction activities, obstructions and vegetation. Clear rights-of-way allow us to conduct regular pipeline inspections and maintenance. They also provide visibility for aerial pipeline patrols and gas leak detection.



Gas leak safety: recognize, react and report.

1 Recognize gas leak warning signs.

- SMELL** – Natural gas is colorless and odorless. A distinctive, sulfur-like odor is added so that you'll recognize it quickly. This odor may fade, and not all transmission lines are odorized. So don't rely on your nose alone to detect a leak.
- LOOK** – You may see dead or dying vegetation (in an otherwise moist area) over or near a pipeline; continuous bubbling in water; dirt blowing into the air from a hole in the ground; a damaged connection to a gas appliance; or exposed pipeline after a fire, flood or other disaster.
- LISTEN** – You may hear an unusual noise like roaring, hissing or whistling as gas escapes from a pipe.



Leaking natural gas may kill grass or plants, make bubbles in water or throw dirt into the air. Gas pipelines exposed by fires or floods may be a source of leaks.

2 React by immediately leaving the area.

- Assume there's a danger. Warn others and leave the area quickly.
- Do **NOT** use a telephone or any electrical devices, including light switches, garage door openers, doorbells, radios, TVs or cell phones. Do NOT use matches, lighters or cigarettes (including e-cigarettes or vape pens).



Danger! A spark from a garage door opener, light switch, cell phone or other electrical device can ignite leaking gas.

BEWARE: A spark from any of these items could ignite leaking gas, causing a fire or explosion.

3 Report the leak to 911 and National Grid.

- **Be the one to call 911.** Do NOT assume someone else will call.
- From a safe location, dial **911** and call National Grid's gas emergency number at **1-800-233-5325**. Provide the exact location, including cross streets, and let us know if sewer construction or digging activities are going on in the area.
 - Do **NOT** return to the leak area to inform emergency personnel about it. They will identify the source of the leak based on the information you provide by phone.
- Do **NOT** go back inside your home or building until National Grid personnel say it is safe to return.



Once evacuated and in a safe location, call **911** and **National Grid** to report a suspected gas leak or possible pipeline damage – no damage is too small to report.

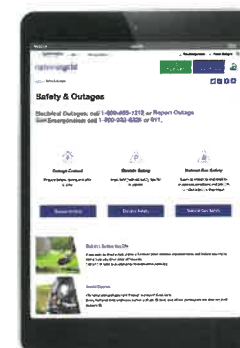
Learn more...

Please visit our website for additional safety information:

- Massachusetts | nationalgridus.com/safety

You may also obtain additional information through the following organizations:

- Pipeline and Hazardous Materials Safety Administration primis.phmsa.dot.gov/comm/GeneralPublic.htm
- Pipelines and Informed Planning Alliance primis.phmsa.dot.gov/comm/pipa/landuseplanning.htm



Smell Gas. Act Fast. Be the one to call 911.



For gas emergency service 24 hours a day, 7 days a week, call **911** and **1-800-233-5325**.

Donna Kalinick

From: Peter Lombardi
Sent: Thursday, July 6, 2023 10:31 PM
To: Laurel Labdon
Cc: Donna Kalinick; Erika Mawn
Subject: RE: Brewster Housing Authority Meeting Requirements

Hi Laurel,

Thank you for contacting us about this. I understand and fully agree with your assertion regarding the Housing Authority Board's status relative to the expanded state OML provisions and the referenced Select Board policy. I have included relevant Town staff in my response and we will add this correspondence to the July 10 Select Board meeting packet as an FYI.

Peter

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Laurel Labdon [REDACTED]
Date: 7/5/23 1:50 PM (GMT-05:00)
To: Peter Lombardi <plombardi@brewster-ma.gov>
Subject: Brewster Housing Authority Meeting Requirements

July 5, 2023

Peter Lombardi, Town Manager
Brewster Select Board
Brewster Town Offices
2198 Main Street
Brewster, MA 02631

Dear Mr. Lombardi and Brewster Select Board,

The Board of Commissioners of the Brewster Housing Authority are in receipt of the Brewster Select Board Policy #45 regarding Public Meeting Participation by Remote Technology Policy. While the Brewster Housing Authority Board's elections are conducted with the local elections we are a State Board and subject to certain requirements that local Commissions and Boards are not. We are legally required to have a gubernatorial appointed member as well as a tenant member on the Board. The last gubernatorial appointment took over two years to find and get confirmed and we are currently soliciting all tenants to try to find a tenant member but have not been successful after several months of effort. We will continue our search until we find a tenant member. Until then we are member short of a full Board. Also, one of our elected

members works off Cape and can only attend our monthly meetings remotely so at times we struggle to meet the in-person requirement for a quorum of members. This spring we had to reschedule two meetings due to unforeseen events and were not able to meet the in-person quorum requirements to conduct our business for three months.

We have been advised that this Policy does not govern the Housing Authority, and are informing you via this letter that we will be following Governor Healey's Chapter 2 of the Acts of 2023, An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects, which among other things extended the expiration of the provisions pertaining to Open Meeting Law to March 31, 2025. Specifically, this extension allows public bodies, including Local Housing Authority Boards, to continue holding meetings remotely without a quorum of the public body physically present at a meeting location, and to provide "adequate, alternative" access to remote meetings. Other Housing Authorities are following the State mandated requirements as will we beginning at our July 19, 2023 meeting when we will not require our Board to be physically present in conducting our monthly meetings.

In my six plus years on the BHA there has never been one instance of attendance or participation from the public and for the majority of my time we have not had a full five person Board seated. The current Commissioners are dedicated to the responsibilities required by their position on the Board and are committed to effectively doing the work of the Board whether it be in person, hybrid or remote means.

Thank you in advance for your understanding.

Best regards,
Laurel Labdon
Chair
Board of Commissioners of the Brewster Housing Authority

"You haven't done all that you ought unless you've done all that you can."



Town of Brewster
Vision Planning Committee

2198 Main Street
Brewster, Massachusetts 02631
brewplan@brewster-ma.gov
(508) 896-3701

To: Select Board

From: Sharon Tennstedt, Chair
Amanda Bebrin, Vice Chair

Re: Update on VPC Work and Plans

Date: July 6, 2023

Following the approval on April 4, 2023, of the revised committee charge, the Vision Planning Committee resumed its work to prepare a revised draft Local Comprehensive Plan. The VPC plans a presentation regarding its work to the Board in August. This memorandum serves as an interim report of progress to date.

Meetings resumed on April 10, 2023 to undertake revisions to the prior Draft LCP in response to the outcomes of the 2022 Fall Town Meeting and subsequent March 6 2023 Special Town Meeting. We expect to present and recommend a revised draft LCP to the Select Board and Planning Board at a Public Hearing in mid-September for endorsement and subsequent presentation for vote on its adoption at Fall Town Meeting in November.

In this revised draft, all references to the Town proceeding with a boardwalk connecting Drummer Boy Park to Wing Island have been deleted. Additionally, text about the Drummer Boy Park Master Plan has been revised to reflect the decision to appoint a newly reconstituted Drummer Boy Park Advisory Committee to review the prior plan and make recommendations to the 2024 Spring Town Meeting. The Committee also took this opportunity to carefully review all aspects of the 2022 draft LCP. This review resulted in edits to simplify, clarify, and streamline language for improved readability and comprehension. Text was added to underscore the importance of two-way communication between government and residents, businesses, organizations, and other stakeholders. Text was also updated to reflect events and timeline since September 2022. The draft LCP v2.0 is now under review by Town staff and may be edited further after staff comments are received in mid-July and reviewed by the VPC.

The Committee has now focused attention on the important work of public outreach and education about the LCP. We have developed a multipronged approach that focuses on presentations to community groups; committee participation / presence at community events; articles and announcements in various media outlets and organizational newsletters. This plan is dynamic and will be revised as new opportunities are identified or as informed by our experience. These activities have started and will continue until Town Meeting in November.