

Town of Brewster Community Preservation Committee

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

AMENDED COMMUNITY PRESERVATION COMMITTEE MEETING AGENDA

2198 Main Street
February 14, 2024 at 4:00 PM

Community Preservation Committee

Sarah Robinson
Chair

Faythe Ellis
Vice Chair

Sharon Marotti
Treasurer

Elizabeth Taylor
Clerk

Roland Bassett, Jr.

Christine Boucher

Bruce Evans

Peggy Jablonski

Paul Ruchinskas

CPC Assistant
Beth Devine

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.

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 837 7728 4808 Passcode: 326439

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

Zoom Webinar: <https://us02web.zoom.us/j/83777284808?pwd=NjB3WldRTGRxb0l0WXhISlJ0Y1NOQT09>

Passcode: 326439

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 the CPC may take official action, including votes, on any item on this agenda.

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 CPC on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The CPC will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
6. Financial Update
7. **Discussion and possible vote Finch Skate Park request of \$7500 for safety upgrades**
8. **Intake of application from Open Space Committee requesting \$225,000 for purchase of 0 Main Street/3571 Main Street aka Washington Chase Bog**
9. **Update from Brewster Historical Society withdrawing request for additional funding for Schoolhouse #3 project**
10. **Discussion and possible vote on amendment to existing award letter for Schoolhouse #3 project**
11. Discussion and possible vote on The Annual Report (Elizabeth)
12. **Discussion and possible vote on Award Letter drafts for:**
 - **Housing Coordinator**
 - **Lower Cape Housing Institute**
13. Project updates
14. Approval of minutes
15. Matters Not Reasonably Anticipated by the Chair
16. Announcements
17. Next Meeting: February 28th at 4pm
18. Adjournment

Date Posted:

Date Revised:

Received by Town Clerk:

Community Preservation Committee: FY24 Forecast as of 12/6/2023

FY-23 Estimated total balance forwarded [1]:	\$	3,624,053		
FY-24 Estimated local tax revenue:	\$	1,223,691		
FY-24 Estimated State contribution [2]:	\$	358,153	\$	1,581,844
Total FY-24 Estimated funds available:	\$	1,581,844		0

		10%	10%	10%	Pre FY24	FY24	
		Open Space	Housing	Historical	Undesignated Fund Balance [4]	Undesignated Fund Balance [5]	
FY-23 Actual Unreserved Fund Balance with Original Match(4)	\$	2,002,817	\$ 144,789	\$ 301,854	\$ 1,174,593		\$ 3,624,053.22
FY-24 Estimated revenue	\$	158,184	\$ 158,184	\$ 158,184		\$ 1,107,291	\$ 1,581,844.03
FY-24 Estimated Funds available	\$	2,161,001	\$ 302,973	\$ 460,039	\$ 1,174,593	\$ 1,107,291	\$ 5,205,897.25

FY-24 obligations as of 12/6/23	Open Space	Housing	Historical
<i>BBJ Property Bond #1</i>	\$ (49,050)		
<i>BBJ Property Bond #2</i>	\$ (94,400)		
<i>Bates Property Bond</i>	\$ (46,183)		

Administration Expense [3] \$ (79,092)

Spring 2024 Town Meeting Approved

<i>Housing Coordinator</i>	\$ (70,580)
107 Main St, Orleans	\$ (55,000)
Juniper Hill, Wellfleet	\$ (55,000)
FORWARD Phase 2	\$ (125,000)
Accessible Outdoor Furniture	\$ (9,670)
Millstone Road - POAH	\$ (507,500)
Buydown Program - Housing Trust	\$ (255,000)

\$ (1,346,475)
\$ 3,859,422.04

Total YTD Obligations - fy24 \$ (189,633) \$ - \$ - \$ (1,077,750) \$ (79,092)

fy24 Estimated Unreserved Fund Balance as of 12/6/23 with Adjustments \$ 1,971,368 \$ 302,973 \$ 460,039 \$ 96,843 \$ 1,028,199 \$ 3,859,422.04

Total net available from all accounts

[1] Balance forwarded estimated from prior year includes all unallocated funds, including unspent amounts from projects and budgeted administrative and professional

[2] State Match revenue is projected at 30%

[3] Administrative expenses are limited by law to 5% of the total CPC budget and include primarily payroll costs, legal and other professional Coalition dues.

[4] Balance forwarded for all unallocated funds in the previous "Budgeted for Unreserved Funds" account, which contained funds using the Pre-FY24 allocation method

[5] Allocated funds from the revised funding allocation method voted on at town meeting in the Spring of 2023. New allocation is 70% for Undesignated Fund Balance

Community Preservation Committee: FY25 Forecast as of 12/20/2023

FY-24 Estimated total balance forwarded [1]:	\$	3,859,422	
FY-25 Estimated local tax revenue:	\$	1,254,283	
FY-25 Estimated State contribution [2]:	\$	250,857	\$ 1,505,140
Total FY-24 Estimated funds available:	\$	1,505,140	

	Pre FY24			FY24		
	10% Open Space	10% Housing	10% Historical	Undesignated Fund Balance [4]	Undesignated Fund Balance [5]	
FY-24 Actual Unreserved Fund Balance with Original Match(4)	\$ 1,971,368	\$ 302,973	\$ 460,039	\$ 96,843	\$ 1,028,199	\$ 3,859,422.04
FY-25 Estimated revenue distribution	\$ 150,514	\$ 150,514	\$ 150,514		\$ 1,053,598	\$ 1,505,140.08
FY-25 Estimated Funds available	\$ 2,121,882	\$ 453,487	\$ 610,553	\$ 96,843	\$ 2,081,797	\$ 5,364,562.13

FY-25 obligations as of 12/6/23	Open Space/Rec	Housing	Historical		
<i>BBJ Property Bond #1</i>	\$ (47,025)			BONDS	
<i>BBJ Property Bond #2</i>	\$ (90,800)				
<i>Bates Property Bond</i>	\$ (44,783)				

Administration Expense [3] \$ (75,257)

<i>Spring Town Meeting Submitted</i>				
<i>Housing Coordinator</i>				-74589
<i>Cape Housing Institute</i>				-20000
<i>Finch Skateboard Park</i>	-7500			
<i>Schoolhouse #3</i>			-148400	

Total YTD Obligations - fy25 \$ (190,108) \$ - \$ (148,400) \$ (94,589) \$ (75,257) \$ (508,354.00)

FY25 Estimated Unreserved Fund Balance as of 12/6/2023 with Adjustments \$ 1,931,774 \$ 453,487 \$ 462,153 \$ 2,254 \$ 2,006,540 \$ 4,856,208.12

Total net available from all accounts

[1] Balance forwarded estimated from prior year includes all unallocated funds, including unspent amounts from projects and budgeted administrative and professional

[2] State Match revenue is projected at 20%

[3] Administrative expenses are limited by law to 5% of the total CPC budget and include primarily payroll costs, legal and other professional Coalition dues.

[4] Balance forwarded for all unallocated funds in the previous "Budgeted for Unreserved Funds" account, which contained funds using the Pre-FY24 allocation method

[5] Allocated funds from the revised funding allocation method voted on at town meeting in the Spring of 2023. New allocation is 70% for Undesignated Fund Balance

TARGET ALLOCATION POLICY TRACKING FY24-FY27 (12/20/23)

Warrant Projects by CPA Category	Open Space	Housing	Historical	Recreation	Admin/Undesignate		Revenue Assumption
					d (4 categories)		
FY24 Spring TM approved		\$ 305,580		\$ 9,670	\$ 79,092	\$ 1,531,897	
FY24 Fall TM approved		\$ 762,500					
FY25 Spring Applications		\$ 94,589	\$ 148,400	\$ 7,500	74653	\$ 1,493,052	
FY25 Fall							
FY26 Spring							
FY26 Fall							
FY27 Spring							
FY27 Fall							
Totals	\$ -	\$ 1,162,669	\$ 148,400	\$ 17,170	\$ 153,745	\$ 3,024,949	
% of revenue	0%	38%	5%	1%	5%		
Target %		30%	30%	10%	10%	20%	

BACKGROUND ASSUMPTIONS/ CPC BUDGET PROJECTIONS

Description	Notes	Open Space	Housing	Historical	Recreation	Unallocated		Admin
						Reserve - Historic, Rec, Housing	Unallocated Reserve - all	
Carryover								
EOY FY22		\$ 1,556,879	\$ 45,370	\$ 500,351		\$ 757,756		
Bond expense FY23-27		\$ (819,837)						
<i>Net amount (A)</i>		\$ 737,042	\$ 45,370	\$ 500,351		\$ 757,756		\$ 2,040,519
Revenue								
EOY FY23	50/10/10/25/5	\$ 906,595	\$ 181,319	\$ 181,319		\$ 472,422		\$ 71,535 \$ 1,813,189
EOY FY24	30/30/10/10/15/5	\$ 543,957	\$ 543,957	\$ 181,319	\$ 181,319		\$ 271,978	\$ 76,595 \$ 1,531,897
FY25 TAP	30/30/10/10/15/5	\$ 459,569	\$ 459,569	\$ 153,190	\$ 153,190		\$ 229,785	\$ 74,653 \$ 1,493,052
FY26 TAP	30/30/10/10/15/5	\$ 447,916	\$ 447,916	\$ 149,305	\$ 149,305		\$ 223,958	\$ 76,519 \$ 1,530,378
FY27 TAP	30/30/10/10/15/5	\$ 459,113	\$ 459,113	\$ 153,038	\$ 153,038		\$ 229,557	\$ 78,432 \$ 1,568,638
<i>Subtotal (B)</i>		\$ 2,817,149	\$ 2,091,874	\$ 818,171	\$ 636,852	\$ 472,422	\$ 955,277	\$ 377,733 \$ 7,937,154
TOTAL available for projects	A + B	\$ 3,554,191	\$ 2,137,244	\$ 1,318,522	\$ 636,852	\$ 1,230,178	\$ 955,277	\$ 377,733 \$ 9,977,673
		36%	21%	13%	6%	12%	10%	4%

- Notes:
1. Annual Revenue increase estimated at 2.5% - to be updated once actual revenue calculated
 2. New Allocation targets applied to begin with FY24 revenue.
 3. Open Space debt expense FY23-28 deducted from carryover revenue
 4. Open Space debt expense FY23-28 deducted from carryover revenue
 5. Therefore, Open Space TAP calculated based on same annual revenue estimate as other categories

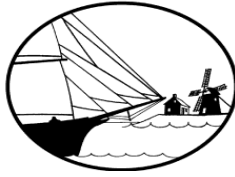
Housing Trust 5 Year-Plan FY23-27
12.29.22

	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>
Carryforward Balance	1,195,879	1,190,879	893,879	714,569	1,053,821
Anticipated Revenues	1,891,900	2,870,580	2,344,461	2,519,557	2,425,927
Appropriations	1,896,900	3,167,580	2,523,771	2,180,304	2,567,196
End Balance	1,190,879	893,879	714,569	1,053,821	912,553

	<u>Funding Source</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	
<u>Projects:</u>							
Housing Coordinator	CPA- Salary Only	66,900	70,580	74,461	78,557	82,877	Benefits paid by the Town-approx. 35K/ year
Housing Program Asst.	BAHT Salary Only	-	42,000	44,310	46,747	49,318	19 Hours- new non-benefitted position
Rental Assistance	CPA	150,000		150,000		150,000	
Preservation of SHI Homes	CPA	300,000	200,000				
Buy Down Program	CPA		300,000		300,000		
Housing Production Plan	CPA					30,000	
212 Yankee Drive	BAHT	75,000					
Town Development of Other Properties	BAHT			500,000		500,000	
Outside Applications for Funding	BAHT		50,000	50,000	50,000	50,000	
Millstone Road Community Housing	CPA/BAHT		1,000,000				
Legal Expenses	CPA/BAHT	5,000	5,000	5,000	5,000	5,000	
Housing Rehabilitation-Child Care Vouchers	CDBG-Regional Grant	1,300,000	1,500,000	1,700,000	1,700,000	1,700,000	Town is lead community for Dennis, Wellfleet and Brewster
Total Appropriations:		1,896,900	3,167,580	2,523,771	2,180,304	2,567,196	

<u>Sources</u>		<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	
Short Term Rentals Allocation		375,000	400,000	420,000	441,000	463,050	Financial Forecast 5% escalator
CPA Housing Coord. Wages		66,900	70,580	74,461	78,557	82,877	
CPA Rental Assistance		150,000		150,000		150,000	
CPA for SHI Homes		-	200,000				
Proceeds on Re-sale of SHI Homes			150,000				
CPA Buy Down			300,000		300,000		
CPA Housing Production Plan						30,000	
CPA Millstone Rd. Community Housing			250,000				
Grants & Donations							
Community Development Block Grant (CDBG)		1,300,000	1,500,000	1,700,000	1,700,000	1,700,000	
Total Revenues:		1,891,900	2,870,580	2,344,461	2,519,557	2,425,927	

CPA Rev	216,900	820,580	224,461	378,557	262,877	
CPA Exp	516,900	570,580	224,461	378,557	262,877	390,675.00 5 year average
Estimated annual CPA revenue	1,492,304	1,529,612	1,567,852	1,607,048	1,647,225	
Target Allocation Policy- Housing 30%	447,691	458,884	470,356	482,115	494,167	
TAP - Open Space 30%	447,691	458,884	470,356	482,115	494,167	
TAP - Recreation 10%	149,230	152,961	156,785	160,705	164,722	
TAP - Historic 10%	149,230	152,961	156,785	160,705	164,722	
CPA Recommended 20%	298,461	305,922	313,570	321,410	329,445	
	1,492,304	1,529,612	1,567,852	1,607,048	1,647,225	



The
BREWSTER HISTORICAL SOCIETY

Post Office Box 1146, Brewster Massachusetts 02631
508 896-9521 brewsterhistoricalsociety@comcast.net

February 8, 2024

RE: Schoolhouse # 3

To the Members of the Brewster Community Preservation Committee:

At the monthly Board meeting of the Brewster Historical Society the subject of removal and restoration of Schoolhouse #3 was reintroduced. It was the unanimous feeling of the Board that at this time the climate is not right for pursuing this additional funding, and we would therefore respectfully request that the second application for funds be withdrawn.

We are aware that we have been approved for an initial sum and that that approval is valid through January 2025. We would like to put that funding on hold as we weigh our options going forward or until such time as that funding expires.

We at The Brewster Historical Society would like to express our sincere appreciation for your patience and support as we've attempted to work through the various issues surrounding this project.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Sally C. Gunning'. The signature is fluid and cursive, with a long horizontal line extending to the right.

Sally C. Gunning
President



2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
FAX (508) 896-8089

*Community Preservation
Committee*

January 21, 2023

Sally Gunning, President
Brewster Historical Society
P.O. Box 1146
Brewster, MA 02631

RE: Schoolhouse #3 Relocation and Renovation Award Letter

Dear Ms. Gunning:

I am pleased to inform you that on October 12, 2022, the Brewster Community Preservation Committee (CPC) voted to recommend that Brewster Town Meeting appropriate the sum of \$347,200 to fund the Brewster Historical Society's (BHS) \$347,200 request to relocate and rehabilitate Schoolhouse #3 (the "Project"), as described in two documents: July 8, 2022 Application, as amended on October 12, 2022, and the Schoolhouse #3 Scope of Work dated October 11, 2022. Brewster Town Meeting voted on November 14, 2022 to approve the use of CPA funds for the Project, and, provided the terms and conditions described below are met, the funds will be made available to BHS upon execution of, and in accordance with, the provisions of a Grant Agreement in a form substantially similar to the one attached hereto as **Exhibit A**, which agreement shall include the terms and conditions described below.

PROJECT DESCRIPTION: The Project consists of (a) flaking and moving Brewster Schoolhouse #3 (the "Schoolhouse"), currently located at 2342 Main Street, to Windmill Village at 51 Drummer Boy Road (the "Property"), (b) reassembling and restoring the Schoolhouse to recreate the 19th Century schoolroom, and (c) including a cranberry history display, as this was also part of its history, among other uses.

PROJECT ELIGIBILITY: The Project complies with the provisions of the Community Preservation Act ("CPA"), G.L. c. 44B, §5(b)(2), which provides that CPA funds may be expended "for the acquisition, creation, preservation and support of historic resources." The Town is being asked to fund the dismantling of the Schoolhouse and its reconstruction at a different site, where it will be protected by the Brewster Historical Society and better preserved. The work to dismantle the Schoolhouse and to reconstruct it can be deemed to constitute the rehabilitation of a historic building, as the work will constitute an extraordinary repair and make the Schoolhouse more functional for its intended use.

The specifics of the Project are more fully described in the Community Preservation Application dated July 8, 2022 and amended October 12, 2022 and the Schoolhouse #3 Scope of Work dated October 11, 2022 (the “Scope of Work”).

TERMS AND CONDITIONS: The funds will be made available to the Brewster Historical Society under the following terms and conditions:

- 1) All rehabilitation work, plans, methods, and materials must be reviewed and approved by the CPC or its designee for compliance with the Secretary of Interior’s Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67), as these may be amended from time to time (hereinafter the “Standards”) for the prior to the commencement of any element of the rehabilitation work.
- 2) Before any work commences, the BHS must provide measured floor plans, elevation drawings and material specifications for approval by CPC or its designee.
- 3) All plans, specifications, and documentation submitted by the BHS to the Brewster Building Department in connection with the relocation and re-construction must, at the same time, also be submitted to the CPC or its designee for review and approval.
- 4) All rehabilitation work on the Schoolhouse must comply with the Standards. This requirement must include:
 - a. Re-using the existing wood board flooring, as possible, including restoring anteroom flooring. Install new wood flooring which matches existing in board width.
 - b. Re-using the existing horizontal board siding where possible on the south wall of the classroom and northwest walls of anteroom. Install new interior siding to match this horizontal board siding, and/or other siding material as deemed appropriate and consistent with the Standards, in consultation with and approval from the CPC or its Designee.
- 5) BHS will obtain CPC or its designee approval of any significant changes in height, scale, or materials from original project plans.
- 6) BHS is responsible for obtaining all applicable permits and approvals required.
- 7) The Town, through the CPA funds, shall reimburse BHS for any rehabilitation work expenses listed in the Scope of Work and incurred on or after November 15, 2022.
- 8) Requests for reimbursement, including documentation of the expenses incurred, shall be submitted to Beth Devine, CPC Assistant at bdevine@brewster-ma.gov with a copy to the project liaison, Sharon Marotti at Sharonmarotti@gmail.com. The CPC reserves the right, through its designee, to inspect the work prior to approving any funding request.

- 9) It is a condition of the grant of CPA funds that BHS grant the Town a historic preservation restriction (“HPR”) on the Schoolhouse and the portion of the Property on which the Schoolhouse lies for a minimum period of 99 years on terms reasonably acceptable to the Town and BHS. 5% of the grant (\$17,360) will be withheld until (a) a final Certificate of Occupancy has been issued by the Project, (b) the CPC or its designee has approved the Work, and (c) the HPR has been approved by CPC or acceptable to the CPC and has been recorded with the Registry of Deeds.
- 10) The BHS shall provide project status reports/updates quarterly to the CPC liaison on the following dates: February 1, 2023; May 1, 2023; August 1, 2023, November 1, 2023, February 1, 2024, May 1, 2024, August 1, 2024; November 1, 2024, until project completion, at which time a final report will be due.
- 12) The Project must be completed no later than two years from the date of this Agreement. The project term may be extended for good cause shown, but such extension must be in a writing signed by both parties hereto.

The CPC liaison for this project is Sharon Marotti, Sharonmarotti@gmail.com, and do not hesitate to contact her with any questions or concerns.

The terms and conditions herein shall be binding on the parties unless and until amended, in writing, by mutual agreement.

The CPC is pleased to be able to play a role in this historic preservation project.

If the terms of this award are acceptable, please sign via HelloSign. A copy of the fully executed agreement will be provided to you.

On behalf of the Brewster Community Preservation Committee, thank you, and I remain,

Very truly yours,

Faythe Ellis 02 / 04 / 2023

Faythe Ellis

Chair- Brewster CPC

cc: Peter Lombardi, Town Manager, Town of Brewster
Mimi Bernardo, Finance Director, Town of Brewster

AGREED AND ACCEPTED BY THE BREWSTER HISTORICAL SOCIETY

Sally C Gunning

Name: Sally Gunning

Title: President

DATE: 02 / 04 / 2023

EXHIBIT A

[MODEL]
TOWN OF BREWSTER
COMMUNITY PRESERVATION COMMITTEE GRANT AGREEMENT

PROJECT NAME:

GRANT RECIPIENT:

GRANT AGREEMENT #:

PROJECT DESCRIPTION:

PROJECT LOCATION:

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT):

This Grant Agreement made this ___ day of _____, 20__ by and between the Town of Brewster, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 2198 Main Street, Brewster, MA 02631 (hereinafter referred to as the “TOWN”), acting by and through the Community Preservation Committee (hereinafter referred to as the “CPC”, and _____ {**Recipient**} (hereinafter referred to as the “RECIPIENT”), with an address of _____ {**Recipient’s Address**). The purpose of this Grant Agreement is to implement the following grant award:

Witnesseth

Whereas, the CPC invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 43B; and

Whereas, in response thereto, the Recipient submitted an application for funding, dated _____ for purposes described in the Project Description section of the Project Funding Application (hereinafter referred to as the “Project”) (the Project Funding Application is attached as Exhibit A, and incorporated herein), and the CPC reviewed and approved the Project and recommended that the funding for the Project be approved at Town Meeting; and

Whereas, the Town Meeting thereafter appropriated the funds recommended by the CPC pursuant to Warrant Article No. ___ on _____ and authorized the CPC and Town Administrator to enter into a grant agreement with the Recipient for the purposes set forth in the Project; and

Now, Therefore, the Town and the Recipient agree as follows:

1. Award. Subject to the terms of this Agreement, the Town agrees to award the Recipient the amount of {**spell out in words and numbers**} for the Project.
2. Project Funding Application. The Project Funding Application submitted to the CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant Agreement by reference (Exhibit A).
3. Term. The term of this Grant Award is _____ () years from the date of the Town’s execution of this Grant Agreement (the “Commencement Date”). All of the work described in this Grant Agreement must be completed no later than ___ years after the Commencement Date (the “Completion Date”), unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Community Preservation Fund {**specify fund, if any**} and will be made available for future appropriation to other recipients.
4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient must submit a complete project budget that accounts for (1) the expenditure of

all funds awarded under this Grant Agreement; and (2) the identity and amounts of all other sources of funding, if necessary, to complete the project as described herein. Recipient shall not expend any grant funds until such time as it has provided evidence to the CPC that it has secured sufficient sources of funding to complete the Work and the CPC has approved the Project Budget. If the CPC determines at any time during the Project that funds have been spent on goods or services not included in the Project Budget, or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the CPA Fund {**specify fund, if any**}.

5. Disbursement of Funds. The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the recipient shall be contingent upon satisfaction of the conditions contained in the Award Letter (a copy of which is attached hereto as Exhibit B and incorporated herein).
6. Requirements For Release of Funds. The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the Recipient or to third parties on the Recipient's behalf shall comply with the Award Letter.
7. Reports. The Recipient shall provide the CPC with project status reports as required by the Award Letter. A Project Closeout Report as required by the Award Letter, including digital photo documentation of the Project where appropriate, is due with 30 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld.
 - a. All documents, including but not limited to photographs, videos, etc. submitted to the CPC shall become the property of the Town of Brewster and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
8. Project Liaison. The CPC may designate a CPC Project Liaison for the project being funded by this Grant Agreement. The Project Liaison may be either a municipal employee, member of the CPC or a consultant retained by the CPC for that purpose. The Recipient shall cooperate with the Project Liaison, including providing access to the project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the CPC for monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC regarding the progress of the project funded by this Grant Agreement and the compliance of the Recipient with the terms of this Grant Agreement.
9. Records. The Recipient agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the CPC. Said records shall be available for inspection by the CPC during the Recipients normal business hours. The CPC shall be entitled to request copies of any record so kept provided said record does not contain proprietary information of the Recipient.

10. Deed Restrictions. Pursuant to Massachusetts General Laws Chapter 44B, § 12 every project that involves the acquisition of any interest in real property with CPA funds shall be bound by a permanent deed restriction that meets the requirements of M.G.L. c. 184, limiting the use of the interest to the purpose for which it was acquired. Where applicable and as required by the Award Letter, Recipient agrees to the imposition of such deed restriction in a form acceptable to the CPC. **{Delete this section if not applicable}**
11. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. Recipient also agrees to comply with all requirements of this Grant Agreement.
12. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.
13. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement. Recipient agrees to indemnify and defend the Town from all claims, suits or demands, and costs and expenses, including attorney's fees resulting from implementation of the Project.
14. No Assignment. This Grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Brewster.
15. Default and Termination.
 - a. If the CPC determines that the Recipient has failed to fulfill all obligations set forth under the terms of this Grant Agreement and so defaulted in said obligations, the CPC shall so notify the recipient in writing, setting forth the nature and details of the default.
 - b. Upon the Recipient's receipt of said notice of default, the Recipient shall immediately cease to incur any additional expenses in connection with the Project funded by this Grant Agreement.
 - c. The CPC shall hold a public hearing within fourteen (14) days of the date of the Recipient's receipt of the notice of default for the purpose of determining whether this Grant Agreement should be terminated. The Recipient shall have the opportunity to present evidence and argument at said termination hearing prior to the CPC voting whether to terminate the Grant Agreement.
 - d. At the close of the public hearing the CPC shall issue a written decision setting forth its findings that form the basis of its decision. The CPC may:

- i. vote to reinstate the Grant Agreement without any further condition; or
 - ii. vote to reinstate the Grant Agreement with additional conditions; or
 - iii. vote to terminate the Grant Agreement.
- e. The CPC shall notify the Recipient in writing of the CPC's decision relative to termination of the Grant Agreement.

16. Return of Funds.

- a. Upon completion of the Project, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof.
- b. In the event this Grant Agreement is terminated pursuant to the provisions of Section 15 hereof, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof.
- c. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Recipient, the Recipient shall be liable to repay to the Town the entire amount of funding provided under this Agreement, and the Town shall take such steps as are necessary, including legal action, to recover said funds.
- d. In the event the Town is required to take legal action under this Grant Agreement, the Recipient shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

17. Notice. Any and all notices, or other communications required or permitted under this agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to the Recipient:

If to the CPC:

Town of Brewster CPC
2198 Main Street
Brewster, MA 02631

18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby.
19. Governing Law. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Brewster and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Recipient.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof the parties have set their hands and seal on the date first written above.

RECIPIENT
{RECIPIENT'S NAME}

BY ITS

TOWN OF BREWSTER
COMMUNITY PRESERVATION COMMITTEE

BY ITS CHAIRPERSON

TOWN OF BREWSTER

BY ITS TOWN ADMINISTRATOR

TOWN OF BREWSTER CERTIFICATION OF AVAILABLE FUNDS

BY ITS FINANCE DIRECTOR

AS TO FORM ONLY

TOWN COUNSEL

EXHIBIT A
PROJECT FUNDING APPLICATION

EXHIBIT B
AWARD LETTER

ATTACHMENT A

CERTIFICATE OF AUTHORITY & LIST OF OFFICERS AND DIRECTORS

GRANT AGREEMENT #:

RECIPIENT:

I hereby certify that I am the Clerk/Secretary of:

_____ ; and that
(Print Name of Corporation)

_____ is the duly
(Print name of Officer who signs the Grant Agreement)

elected _____ of said corporation;
(Print title of Officer who signs the Grant Agreement)

and that on _____ at a duly authorized meeting of the Board of Directors
(date of Meeting)

of said Corporation, at which a duly authorized quorum of the Directors were present and acting,

or waived notice, that _____
(Print name and title of Officer signing Grant Agreement)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix it Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

Attest: _____
(Signature of Clerk/Secretary)

Name: _____
(Printed or typed name of Clerk/Secretary)

Date:

NOTE: THE DATE OF THE VOTE AUTHORIZING OFFICER TO SIGN GRANT AGREEMENT MUST BE BEFORE THE DATE THE OFFICER ACTUALLY SIGNS THE GRANT AGREEMENT. THIS CERTIFICATE MUST ALSO BE EXECUTED BEFORE THE OFFICER SIGNS THE GRANT AGREEMENT.

PLEASE ATTACH A LIST OF OFFICER AND DIRECTORS OF THE CORPORATION

ATTACHMENT B

State Tax Attestation

The Department of Revenue under the provisions of the Revenue Enforcement and Protection Program has directed the Town to have each provider of goods, services or real estate receiving \$5,000 or more sign the attestation clause below:

Pursuant to M.G.L. Ch. 62C, Sec. 49A, and M.G.L. Ch. 151A, Sec. 19A, I,
_____, authorized signatory for
_____, with a principal place of business
at _____
do hereby certify under the penalties of perjury that _____
_____, to my best knowledge and belief, has filed all state
returns and paid all state and Town of Brewster taxes required under law.

The Business Organization Social Security Number or Federal
Identification No. is _____

Signed under the penalties of perjury this _____ day of
_____ 20_____.

Typed or Printed Name and Title of Corporate Officer




This statement should be signed and either a Social Security Number or Federal Identification
Number should be included.

Attachment 1 – Application

Application dated 7/8/2022 and amended on 10/12/22 for the Schoolhouse #3 Relocation and Renovation Project on file with the Community Preservation Committee.

Title	Brewster CPC BHS Schoolhouse #3 Award Letter
File name	BHS Schoolhouse #...w attachments.pdf
Document ID	2f6256fca7d6f927ea1cf6016b5bc345903bd767
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	02 / 02 / 2023 23:14:22 UTC	Sent for signature to Faythe Ellis (faythe.ellis@outlook.com) and Sally Gunning (president@brewsterhistoricalsociety.org) from bdevine@brewster-ma.gov IP: 73.100.209.115
 VIEWED	02 / 04 / 2023 14:08:46 UTC	Viewed by Faythe Ellis (faythe.ellis@outlook.com) IP: 67.189.244.161
 SIGNED	02 / 04 / 2023 14:09:35 UTC	Signed by Faythe Ellis (faythe.ellis@outlook.com) IP: 67.189.244.161
 VIEWED	02 / 04 / 2023 18:35:19 UTC	Viewed by Sally Gunning (president@brewsterhistoricalsociety.org) IP: 66.31.195.234

Title	Brewster CPC BHS Schoolhouse #3 Award Letter
File name	BHS Schoolhouse #...w attachments.pdf
Document ID	2f6256fca7d6f927ea1cf6016b5bc345903bd767
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



02 / 04 / 2023
18:38:55 UTC

Signed by Sally Gunning
(president@brewsterhistoricalsociety.org)
IP: 66.31.195.234



COMPLETED

02 / 04 / 2023
18:38:55 UTC

The document has been completed.

To: CPC Committee

Re: Information related to Agenda Item 9

02/11/2024

Suggested amendments to Schoolhouse 3 Award letter. This clause is comparable to wording included in Cape Rep's Crosby Barn project.

- Prior to the release of any CPA funds, Brewster Historical Society must submit a final project funding sources and uses budget, including documentation that all projected revenue sources have been received, or having binding commitments, for an additional One hundred forty-eight thousand, four hundred dollars (\$148,400). Brewster Historical Society must provide all funding information to the CPC liaison in writing prior to release of the Award.
- The CPA funds will only be released to Brewster Historical Society as reimbursement for CPA eligible work completed in accordance with the provisions of this Award Letter and the Grant Agreement. The CPC will release funds in proportion to the construction completion; e.g. BHS may request 25% of the CPC award at 25% construction completion. Requests for reimbursement, including documentation of the expenses incurred, shall be submitted to Beth Devine, Assistant to the CPC electronically (with a cc to the CPC Liaison) at bdevine@brewster-ma.us. The CPC reserves the right, through its agent, to inspect the work prior to approving any funding request.

-

Report of the COMMUNITY PRESERVATION COMMITTEE:

The Community Preservation Committee is dedicated to the important work of helping make Brewster a better place to live through support of appropriate projects in Historic Preservation, Community Housing, Recreation and Open Space Acquisition.

Now in its **seventeenth** year, the Brewster Community Preservation Committee (CPC) receives its funding from Brewster taxpayers through a 3% surcharge on local real estate taxes and a supplemental amount from State government as provided under the MA Community Preservation Act (CPA). The State government "match" comes from a small statewide fee on real estate transactions. From 2005-2007 the State provided a 100% match, which percentage has declined ever since. The **FY24** State match was **25.87%**. Through **December 31, 2023** over **\$22.7** million in CPA revenue has been raised: **\$14.7** million locally and **\$7** million from the state match.

The CPC reviews applications for funding and considers recommendations from the Open Space Committee, Recreation and Historical Commissions, and the Housing Partnership before submitting articles for consideration by Town Meeting voters.

Over its history, the CPC has recommended, and Town Meeting has approved the following net expenditures for activities and projects that have been completed or are in progress: **30** Historic Preservation awards totaling **\$3,247,217**; **39** Community Housing awards totaling **\$5,610,346**; **16** Recreation awards totaling **\$1,614,670** and **21** Open space awards totaling **\$8,663,494**. Town Meeting approved **\$1,078,020** in funding for CPC referred projects in **2023**. In addition to these projects, Open Space funds were used to pay **\$189,633** toward bonded indebtedness.

Six projects were approved at the May 01, 2023 Town Meeting.

1. Community Housing: \$70,850

Town of Brewster Town Administration- Housing Coordinator: This item funded the part-time Housing Coordinator position. The Community Preservation Committee has supported the Housing Coordinator position since 2017. The hiring of a Housing Coordinator was identified as a key strategy in the Brewster Housing Production Plan. The Housing Coordinator holds hours for the public weekly, supports multiple Town committees, including the Housing Trust and Housing Partnership, works with regional housing agencies and organizations in Town to promote housing choice. The Housing Coordinator is an integral part of the Town housing efforts, outlined in both the Town Vision Plan and the Select Board strategic plan. The Housing Coordinator helps to acquire, create, preserve, and support community housing. The FY24 request funds the position at 30 hours per week with the CPC providing funding for the salary and the Town providing funding for all benefits of the position. Our housing program continues to be a partnership of many Town entities.

Total Project Cost: **\$105,000**

CPC Request: \$70,850

2. Community Housing: \$125,000

Friends or Relatives with Autism & Related Disabilities (FORWARD): The project is for new construction of eight affordable and supportive one-bedroom apartments at 131 Hokum Rock Road in Dennis to be completed in 2024. The housing is for Cape Codders with

autism and related disabilities who can live independently. These individuals still need supportive services, health and safety supervision and access to 24-hour emergency response, but do not require a congregate setting with round the clock staffing. All apartments will be built at ground level, and all will be barrier free, fully accessible, and designed to accommodate the sensory needs of residents with developmental disabilities. Supportive services will be provided by the Massachusetts Department of Developmental Disabilities (DDS) which will select and place all residents. Affordability is restricted to incomes less than 30% of Area Median Income and all rents will be subsidized through project-based vouchers. FORWARD has been awarded CPA funding from Dennis (\$685,000). FORWARD applied for \$120,000 of Brewster CPA funds for hard construction expenses. The amount requested included a \$5,000 set-aside for CPC legal expenses related to the award

Total Project Cost: **\$4,325,000** CPC Request: **\$125,000**

3. Community Housing: \$55,000

Housing Assistance Corporation (HAC) 107 Main Street, Orleans Affordable Rental Housing:

The project at 107 Main Street in Orleans will create a high-quality affordable rental community with 14 rental units in a single structure with three sections in the style of a historic Cape Cod home to be completed in 2023. All 14 units will be affordable to households earning up to 80% of area median income, in accordance with applicable state regulations and guidelines. The proposed project will be an asset to the surrounding neighborhood. It is well designed both architecturally and environmentally and fits well within the context of the area in which it will be located; the location is an excellent smart growth site close to downtown Orleans and various amenities. HAC did not originally intend to request CPA funds from surrounding towns, but construction cost escalation over the past year created a funding gap on the project. HAC sought \$50,000 of Brewster CPA funds for hard construction expenses. The CPC amount requested included an additional \$5,000 to be set aside to pay for Brewster CPC legal expenses related to the award.

Total Project Cost: **\$6,709,786** CPC Request: **\$55,000**

4. Community Housing: \$55,000

Preservation of Affordable Housing (POAH) and Community Development Partnership (CDP)

Juniper Hill in Wellfleet: Juniper Hill, a development of 46 affordable housing units located at 95 Lawrence Road in Wellfleet will be completed in 2025. Juniper Hill will be the first such housing development in decades in Wellfleet that can serve populations and stabilize the regional economy. The Town of Wellfleet recognized this need as it released a 9-acre town owned lot for development in 2021 and designated POAH and CDP as joint developers in December 2021. The property will be divided into 2 parts: an Upper Village of 22 two-bedroom and three-bedroom town homes oriented for family housing, and a Lower Village with a multifamily elevator building consisting of 24 one- and two-bedroom flats. 35 of the 46 apartments will be targeted for families earning at or below 80% area median income (AMI), with the remaining workforce apartments intended as “workforce” housing for households earning up to 120% AMI. Wellfleet is contributing \$1.5 Million in CPA funding to this project. The Brewster CPC recommended \$50,000 in Brewster CPA funds to POAH/CDP for hard construction

costs excluding apartments intended for families earning more than 110% AMI. The CPC added \$5,000 to cover legal and other expenses.

Total Project Cost: **\$32,128,643** CPC Request: **\$55,000**

5. Recreation: \$ 9,670

Brewster Council on Aging – Accessible furniture for Freeman’s Fields: This item funded the cost of 8 weather resistant accessible benches and 2 picnic tables at Freeman’s Way Fields to provide opportunities for exercise, socialization, and inter-generational activities for residents. The installation increases accessibility and enhances the improvements for this complex planned by the Department of Public Works and Recreation Department.

Total Project Cost: **\$9,670** CPC Request: **\$9,670**

6. Open Space: \$189,633

Community Preservation Bonded Debt Service: This item paid **\$189,633** in FY 2023 for principal and interest for three CPA open space acquisitions that were financed via long term bonding: BBJ Cranberry Trust 1&2 (\$2.5M for 50 acres in West Brewster by Mother’s Bog) and Bates (\$675K for 36 acres in the Punkhorn Parklands).

The CPC inherited an existing land purchase program enacted under prior state legislation providing for a Cape Cod Land Bank. In addition, the CPC inherited responsibility for a long-term bond issued by Brewster to finance a prior purchase, which has now been paid off. The Town has issued additional bonds for three purchases since 2006, but the level of indebtedness on land purchases is relatively unchanged since the CPC was formed. Bond payments are from CPC open space funds.

As a part of acquiring open space parcels, the Town standardly applies for State LAND Grants. From 2006 through 2022 Brewster acquired 21 open space properties (including Conservation Restrictions) totaling 304 acres with a total acquisition price of \$16,279,900. State LAND grants, as well as other funding was secured for these purchases resulting in a net cost of 53.2% or \$8,663,494, with a final per acre cost of \$28,498.33. Less funding has been available in the last few years, making individual land grants harder to obtain. However, the Open Space Committee has worked closely with the Brewster Conservation Trust and the Compact of Cape Cod Conservation Trusts to foster partnerships with other conservation trusts, as well as neighboring towns to purchase a number of properties, resulting in reduced costs to Brewster, even without State LAND grants.

Two projects were approved at the November 13, 2023 Town Meeting:

1. Community Housing: \$255,000

Brewster Affordable Housing Trust: Affordable Buydown Program: The Brewster Affordable Housing Trust’s (BAHT) Affordable Program is a continuation of the Brewster Affordable Homebuyer’s Buy Down Program which began in 2007 and, over the past 16 years, expended \$360,000 to assist 12 households in purchasing affordable homes in Brewster. Funding was exhausted. When the Program was first developed by the

Community Preservation Committee (CPC), Brewster did not have a municipal housing trust. Going forward the BAHT will manage the Buydown Program which may provide up to \$50,000 of grant assistance to first-time affordable homebuyers purchasing a home in Brewster. Eligible households may make up to 80% of the Area Median Income and must agree to place a permanent deed restriction on the home. The grant funds reduce, or “buy down”, the purchase price of the home to make the home affordable and are provided as an interest-free loan, forgivable after 30 years. The program is targeted to preserve affordable homes already on the Town’s Subsidized Housing Inventory that are being sold. The BAHT requested \$250,000 in funding for buydown awards. The CPC increased the award by \$5,000 to include funds to offset legal and administrative expenses related to administering the program. The Brewster Housing Partnership recommended approval of this request to the Community Preservation Committee.

Total Project Cost: **\$255,000** CPC Request: **\$255,000**

2. Community Housing: \$507,500

Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC):

Spring Rock Village is the proposed development of 45 affordable housing units located on Millstone Road in Brewster. The community will provide apartments for a range of household types – with affordable rents that working Brewster households can support. The site design creates a sociable neighborhood that preserves over 70% of the existing 16-acre woodland habitat. The development prioritizes sustainability with its compact layout and commitment to Passive House energy efficiency. The apartments will include 15 one-bedroom, 25 two-bedroom, and 5 three-bedrooms scattered across 11 buildings featuring traditional Cape Cod architecture. The project is close to Nickerson State Park, the Cape Cod Rail Trail, and public transportation provided by the Cape Cod Regional Transit Authority. POAH and HAC were selected by the Brewster Affordable Housing Trust to develop this project through a Request for Proposals process. The Town of Brewster, through the Affordable Housing Trust, Select Board and Town staff crafted the vision for this project prior to releasing a Request for Proposals from developers. The project is scheduled for completion in June 2026. The initial lease up for tenants will include a 55% local preference (24) units and a 15% regional preference (7 units). \$500,000 of the award will be used for construction costs of the project. \$7,500 will be used to pay CPC legal and administrative expenses related to the award. The Brewster Housing Partnership recommended approval of this request to the Community Preservation Committee.

Total Project Cost: **\$27,128,227** CPC Request: **\$507,500**

At the beginning of FY24 on July 1, 2023 carryover reserve balances were as follows: Open Space - **\$2,002,817**, Community Housing - **\$144,789**, Historical - **\$301,854**, and Pre-FY24 Undesignated Reserve (for Recreation, Historical and Community Housing) - **\$1,174,593**.

At the Fall 2022 Town meeting, voters approved a change to Brewster’s CPA bylaw regarding allocation of CPA revenues effective with FY24. Our updated bylaw also codified a new element to guide the committee’s recommendations – a 5-year non-

binding target allocation policy. Town Meeting will continue to have final approval authority over expenditure of all CPA funds.

It is a privilege and pleasure to serve the Town in this manner. Our shared quality of life in Brewster is enhanced because we participate in the Community Preservation Act.

Faythe Ellis, Chair
Sarah Robinson, Vice-Chair
Sharon Marotti, Treasurer
Elizabeth G. Taylor, Clerk
Roland W. Bassett, Jr.
Christine Boucher
Bruce Evans
Peggy Jablonski
Paul Ruchinkas

Historical Commission
Citizen Member
Citizen Member
Planning Board
Recreation Commission
Brewster Housing Authority
Conservation Commission
Citizen Member
Citizen Member

DRAFT



2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
FAX (508) 896-8089

*Community Preservation
Committee*

January 30, 2024

Mr. Peter Lombardi
Brewster Town Manager
Brewster Town Hall
2198 Main Street
Brewster, MA 02631

RE: Part-Time Housing Coordinator

Dear Mr. Lombardi:

I am pleased to inform you that on January 24, 2024 the Brewster Community Preservation Committee (CPC) voted to recommend approval to Brewster Town Meeting of \$74,589 for your funding request to continue the Part-Time Housing Coordinator position for FY 2025 (Project) as described in the application dated December 1, 2023. Should Brewster Town Meeting on May 11, 2024 vote to approve this request, the funds will be made available to the Town on or after July 1, 2024 as described below.

PROJECT DESCRIPTION: The Project is to continue the position of the part-time Housing Coordinator (approximately 30 hours per week). The position is necessary to provide programmatic and administrative support to the CPC, the Local Housing Partnership, the Housing Trust, and members of the public with the myriad of issues and organizations related to affordable housing and to help the Town work toward the goal of having at least 10% of its year-round housing stock be designated as affordable.

The specifics of the Project and the job description are more fully described in the Community Preservation funding application dated December 1, 2023. That application is attached hereto as Exhibit A.

PROJECT ELIGIBILITY: The Project complies with the provisions of the Community Preservation Act ("CPA"), G.L. c. 44B, §5(b)(2), which provides that CPA funds may be expended "for the acquisition, creation, preservation and support of community housing."

The CPC determined that CPA funds may properly be used to retain a Housing Coordinator as "support of community housing" as the primary duty of the Housing Coordinator, as described in the job function, is to directly support the Town in acquiring and creating affordable housing and/or assisting in affordable housing programs and/or low income households. There are many municipalities that retain housing coordinators and/or

specialists with the use of CPA funds.

TERMS AND CONDITIONS: The funds will be made available to the Town under the following terms and conditions:

- 1) All work shall be performed in accordance with the scope of work identified in the attached job description for the position.
- 2) As this will be a Town staff position, payment will be handled via the Town's normal payroll process. Any funds not utilized for the Project shall be returned to the CPC's Unreserved Fund Balance.
- 3) The Housing Coordinator and Town Planner shall provide project status reports/updates to the CPC every three months (i.e. October 1, January 1, April 1, and July 1) until project completion, at which time a final report will be due.
- 4) The Project must be completed no later than June 30, 2025.
- 5) The terms and conditions herein shall be binding on the parties unless and until amended, in writing, by mutual agreement. Any significant change in the approved Project shall require CPC approval and amendment of this award letter. The CPC Chair shall determine whether a change is deemed to be significant.
- 6) The CPC liaison for this project is Bruce Evans 508-896-9045 and/or nanumetbruce@gmail.com. Do not hesitate to contact him with any questions or concerns.

The CPC is pleased to be able to play a role to increase the capacity of the Town to address its affordable housing needs. If the terms of this award are acceptable, please agree and accept by signing electronically below within fifteen (15) days of receipt.

Sarah Robinson, Chair- Brewster CPC

AGREED AND ACCEPTED BY THE TOWN OF BREWSTER:

Name: Peter Lombardi
Title: Town Manager

DATE: _____

Cc: Donna Kalinick, Assistant Town Manager
Mimi Bernardo, Finance Director

Attach copy of current job description

Draft



2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
FAX (508) 896-8089

*Community Preservation
Committee*

Date: 01/30/2024

Terri Barron, Grants Administrator
Community Development Partnership
260 Cranberry Highway, Unit 1
Orleans, MA 02653

RE: Lower Cape Housing Institute Project Award Letter

Dear Ms. Barron:

This letter is written to inform you that on January 24, 2024, the Brewster Community Preservation Committee (CPC) reviewed the application for \$20,000 in funding submitted by the Community Development Partnership (“CDP”). CDP requested funding to support years 8 and 9 of the Lower Cape Housing Institute (a 6-week training that equips local elected and appointed officials with the knowledge and skills needed to support the creation of more year-round housing on the Lower Cape including Brewster), Quarterly Peer Groups, and Advanced Trainings (the “Project”) as described in CDP’s December 1, 2023 application, which application is incorporated herein by reference.

The CPC voted to recommend approval in the amount of \$20,000 for the Cape Housing Institute Project based on the information provided by CDP.

Provided the terms and conditions described below are met, the funds will be made available to CDP upon the execution of a Grant Agreement, in a form substantially similar to the one attached hereto as **Exhibit A**, and compliance with the terms and conditions set forth therein and described below.

PROJECT DESCRIPTION

CDP requests \$20,000 to support Years 8 and 9 of the Cape Housing Institute (July 1, 2024 through June 30, 2026). The purpose of the Cape Housing Institute is to provide Brewster elected and appointed officials, and staff with the knowledge and skills necessary to increase the supply of affordable housing in Brewster. A detailed description of the Lower Cape Housing Institute, including project strategies, is included in the attached application.

PROJECT ELIGIBILITY

The Project complies with the provisions of the Community Preservation Act (“CPA”), G.L. c. 44B, §5(b)(2), which provides that CPA funds may be expended “for the acquisition, creation, preservation and support of community housing.”

The Community Preservation Committee has determined that the Project meets the definition of support of community housing as that term is defined in the CPA because the initiative supports Brewster’s efforts in creating affordable housing.

GRANT AWARD TERMS AND CONDITIONS

The Grant Award voted by the Brewster Community Preservation Committee is contingent upon the following terms and conditions:

- 1) Town Meeting must vote to approve the award to CDP in the amount of \$20,000, as recommended by the CPC and set forth in the Warrant for the next Town Meeting at which other CPA projects are presented for appropriation.
- 2) CDP and the Town have signed a Grant Agreement in substantially the form attached hereto as **Exhibit A**.
- 3) Funds will be made available within fourteen (14) days of the end of said Town Meeting or on July 1, 2024, whichever is later, as described below.
- 4) Prior to the release of any CPA funds, and in no event later than August 15, 2024 for Year 8 and August 15, 2025 for Year 9, the following information must be submitted to the CPC for its review and approval:
 - A schedule of the Cape Housing Institute Program including dates, times, and locations.
 - A summary description of each workshop.
 - Funding for Year 8 will be released in two payments of up to \$3,725 each based on invoices submitted by CDP by September 1, 2024 and February 1, 2025. Funding for Year 9 will be released in two payments of up to \$3,725 each based on invoices submitted by CDP by September 1, 2025 and February 1, 2026. Each invoice should include supporting documentation for expenses listed as well as a progress report/status update including how many Brewster officials are participating. Release of funding will be contingent on review and approval by CDP liaison.
- 5) Pursuant to Sections 15 and 16 of the Grant Agreement, any funds not utilized for the Project shall be returned to the Town and deposited in the CPC’s Undesignated fund.
- 6) In addition to status reports submitted with invoices, CDP will submit a final report at Project completion, but no later than June 30, 2026.

- 7) The Project must be completed no later than June 30, 2026. The Project term may be extended for good cause shown, but such extension must be in a writing signed by both the Town and CDP.
- 8) Any significant change in the approved Project shall require CPC approval and amendment of this award letter. The CPC Chair shall determine whether a change is deemed to be significant.

The CPC is pleased to be able to play a role in this community housing project. Please do not hesitate to contact your CPC liaison, Faythe Ellis, Faythe.Ellis@Outlook.com or 508.680.6487, should you have any questions or concerns.

If the terms of this award letter are acceptable, please agree and accept by signing electronically within 15 days of receipt. A copy of the signed Award Letter will be forwarded to you.

On behalf of the Brewster Community Preservation Committee, thank you and I remain,

Very truly yours,

Sarah Robinson

Chair- Brewster CPC

cc: Peter Lombardi, Town Administrator, Town of Brewster

Mimi Bernardo, Finance Director, Town of Brewster

AGREED AND ACCEPTED BY COMMUNITY DEVELOPMENT PARTNERSHIP.

By: _____

Name:

Title:

Date: _____

BREWSTER COMMUNITY PRESERVATION GRANT

QUARTERLY PROJECT STATUS REPORT

Name of CPA Recipient: Habitat for Humanity of Cape Cod, Inc. **Quarter Ending Date:** December 31, 2023

Project Title: Brewster Red Top Road Community Housing (aka Phoebe Way)

Project Representative/CPC Contact Name: Elizabeth (Beth) Hardy Wade, Director of Land Acquisition

Address: 411 Main St., Suite 6A, Yarmouth Port, MA. 02675

Telephone Number: 508-362-3559 x 24

Email: land@habitatcapecod.org

Amount: \$100,000

of Homes: 2

Project Status:

Permitting:	No change: The Town Clerk stamped ZBA decision was recorded at the Barnstable County Registry of Deeds on January 24, 2022: BK 34849, PG 19; Subdivision Plan at: PB 694 PG 44. Habitat closed on the donation of the two lots from Beth Finch on February 28, 2022. Deed for transfer of property at: BK 34935 PG 265. Regulatory Agreement, recorded on October 20, 2022, at the Barnstable County Registry of Deeds at BK 35434 PG 166 (original delivered to the Planning office). Building permits were issued in November 2022. Amended RA recorded at the Registry of Deeds on May 11, 2023, BK 35779 PG 33 (original delivered to the Planning Office).
Infrastructure:	Update: <u>98%</u> Complete: Each homes' septic system has been installed, inspected, and covered; Water lines have been installed to both houses; Electric lines installed in both houses; and a new telephone pole has been installed by entry roadway. The street sign for Phoebe Way is in place. Permanent electricity has been brought in. <i>Driveway gravel will be placed at the end of construction.</i>
Construction:	Update: <u>20%</u> Complete: The volunteer wall raising took place on Saturday, November 11 th at 8 a.m. Framing is underway, trusses are up, walls are up, windows are in, roof sheathed (and likely roofing shingles will be installed the week of 1/14). HVAC (air source heat pumps) have been roughed in. Construction continues, making good progress and on schedule.
Fundraising:	Update: We continue with robust fundraising for the project. Since our last report new donations have been secured from individuals, faith community, foundations, and local businesses. Ocean Edge, Cape Cod Healthcare, Cooperative Bank of Cape Cod, Bank of America Charitable Foundation, Church of the Holy Spirit, and Brewster Baptist Church to name a few. These have helped offset increased construction costs.
Homeowners:	Update: Applications closed on August 14, 2023, with 30 applications received. Subsequently two eligible families were chosen by lottery. One family qualified for the veteran preference home.
Volunteers or Events/Press:	There was a very well attended "Kick-off" event for Monday, November 6, 2023, at Brewster Baptist Church.

PHOEBE WAY, BREWSTER		2 HOMES							
FUND USES	House Costs						Revised As Of: 12.31.2023		
	BUDGET	PER UNIT	PER SF	% of TTL	ACTUAL	% of TTL	DIFFERENCE		
a	Site Acquisition	0	0	0	0%	0	0%	0	
	Site Work/Hard Costs								
	Drainage	11,000	5,500	2	1%	307	0%	10,693	
	Driveways and Parking	22,500	11,250	5	2%	0	0%	22,500	
	Earthwork/Topsoil	26,500	13,250	6	3%	45,775	9%	(19,275)	
	Excavate, Backfill, Septic, Waterline	61,000	30,500	13	6%	147,332	30%	(86,332)	
	Lawns, Plantings and Walkways	10,000	5,000	2	1%	0	0%	10,000	
	Other:	0	0	0	0%	0	0%	0	
	Roadway	103,500	51,750	22	10%	0	0%	103,500	
	Sheds	27,500	13,750	6	3%	6,488	1%	21,012	
	Site Landscaping & Loam Shoulders	12,500	6,250	3	1%	9,605	2%	2,895	
	Site Utilities (not extensions/road)	35,500	17,750	7	3%	18,702	4%	16,798	
	Water/Wells	8,600	4,300	2	1%	18,000	4%	(9,400)	
b	Subtotal Site Work	318,600	159,300	66	31%	246,209	50%	72,391	
	Direct Construction								
	Appliances	8,000	4,000	2	1%	0	0%	8,000	
	Cabinets & Vanities	17,000	8,500	4	2%	0	0%	17,000	
	Carpentry/Doors & Windows	100,000	50,000	21	10%	59,485	12%	40,515	
	Concrete	42,000	21,000	9	4%	47,066	10%	(5,066)	
	Electrical	33,380	16,690	7	3%	0	0%	33,380	
	Insulation	17,580	8,790	4	2%	0	0%	17,580	
	Interior Finish	40,600	20,300	8	4%	0	0%	40,600	
	Plumbing/HVAC	66,566	33,283	14	6%	0	0%	66,566	
	Solar Install	0	0	0	0%	0	0%	0	
c	SubTotal Direct Construction	325,126	162,563	68	32%	106,551	22%	218,575	
d	SubTotal Site Wk & Direct Const (b + c)	643,726	321,863	134	63%	352,760	72%	290,966	
6% of (d)	General Requirements	38,624	19,312	8	4%	5,306	1%	33,317	
6% of (d)	Builder's Profit	38,624	19,312	8	4%	21,166	4%	17,458	
2% of (d)	Builder's Overhead	12,875	6,437	3	1%	7,055	1%	5,819	
e	Total Gen Req, Profit, Overhead	90,122	45,061	19	9%	33,527	7%	56,595	
f	5% of a,b,c,d	Construction Contingency	36,692	18,346	8	4%	0	0%	36,692
g	TOTAL HARD/CONST COSTS (a+b+c+e+f)	770,540	385,270	161	75%	386,287	78%	384,253	

PHOEBE WAY, BREWSTER		2 HOMES							
FUND USES		House Costs					Revised As Of: 12.31.2023		
		BUDGET	PER UNIT	PER SF	% of TTL	ACTUAL	% of TTL	DIFFERENCE	
Soft Costs									
3% of home \$	Accounting	3,000	1,500	1	0%	0	0%	3,000	
	Architectural	500	250	0	0%	0	0%	500	
	Bond Premium	0	0	0	0%	0	0%	0	
	Construction Interest	12,375	6,188	3	1%	0	0%	12,375	
	Engineering	12,900	6,450	3	1%	27,795	6%	(14,895)	
	Family Programs/Volunteer Services	12,292	6,146	3	1%	131	0%	12,161	
	Financing/Application Fees/Appraisals	500	250	0	0%	0	0%	500	
	Insurance	5,684	2,842	1	1%	0	0%	5,684	
	Legal	4,500	2,250	1	0%	10,909	2%	(6,409)	
	Maintenance (unsold units)	0	0	0	0%	0	0%	0	
	Marketing (Affirmative Fair Housing)	11,954	5,977	2	1%	2,297	0%	9,656	
	Permits/Surveys	2,000	1,000	0	0%	8,390	2%	(6,390)	
	Real Estate Taxes	0	0	0	0%	0	0%	0	
	Security	0	0	0	0%	0	0%	0	
	Site & Construction Supervision	70,193	35,096	15	7%	2,116	0%	68,076	
Utilities	0	0	0	0%	0	0%	0		
Less Discounts/Gifts in Kind	0	0	0	0%	0	0%	0		
h Subtotal Soft Costs		135,897	67,949	28	13%	51,639	10%	84,258	
i	5.0% Soft Cost Contingency	6,795	3,397	1	1%	0	0%	6,795	
j	TOTAL SOFT COSTS	142,692	71,346	30	14%	51,639	10%	91,053	
k	HARD AND SOFT COSTS	913,232	456,616	190	89%	437,926	89%	475,306	
l	12.5% Developer's Fee	114,154	57,077	24	11%	54,741	11%	59,413	
TOTAL DEVELOPMENT COST		1,027,386	513,693	214	100%	492,667	100%	534,719	

FUND SOURCES				ACTUAL	DIFFERENCE
\$398,450	Proceeds from Sale of Homes	Note 1		\$0	(\$398,450)
\$0	Acquisition Funding			\$0	\$0
\$100,000	Construction Funding - CPC			\$90,000	(\$10,000)
\$60,000	FHLBB Grant - Awarded			\$0	(\$60,000)
\$375,000	Fundraising: Designated Grants & Sponsorships			\$190,353	(\$184,648)
\$93,936	Habitat Developer Equity			\$212,315	\$118,379
\$0	Solar Grants & Energy Rebates	Note 2		\$0	\$0
\$0	Other			\$0	\$0
\$1,027,386				\$492,667	(\$534,719)

Note 1:	The "Proceeds from Sale of Homes-USDA" is based on 2023 EOHLIC approved pricing.
Note 2:	We will add a solar costs & funding sources for this project once it is identified.
Note 3:	The above Development Cost does not include donations and professional discounts, estimated at \$10K - \$20K per home.

Eric E. Dray
Eric Dray Consulting
71 Prentiss Street
Cambridge, MA 02140
508.566.3797 EricEDray@gmail.com

MEMORANDUM

TO: Brewster Community Preservation Committee
FROM: Eric Dray, Preservation Consultant
DATE: January 25, 2024
RE: CPA Application Analysis – Schoolhouse #3:
Amended Budget and Scope & Elevation Drawings

This memorandum is intended to memorialize the comments and questions I raised at the January 24, 2024 meeting of the Brewster CPC.

Brian P. Daley Construction: General Scope of Work and Cost Estimates, December 9, 2023

In my opinion, with some oversight, all of the items in the Daley Estimates are appropriate for CPA funding.

The following is a summary of the line items in the Scope and Estimates for which I had questions or comments:

Engineering for new foundation and building placement at Windmill Village - \$4,000

I noted that this item was not included in the original estimates. I was told by applicant that this expense arose because of need to move location due to wetlands.

Reconstruction of building including additional materials that may be needed - \$58,000

I asked how this amount was determined if they do not yet know how many additional materials are needed. The applicant explained that this estimate was based on the assumption that the entire exterior siding and trim would need to be replaced.

Windows, doors, exterior trim: material and labor - \$52,000

I recommended that, if approved, the grant agreement include review of specs for windows and doors to ensure they replicate as closely as possible the original as shown in the historic photo.

Install underground electric service, general lighting and outlets - \$10,000

I noted that any light fixtures attached to the building would need to be reviewed with the goal of keeping the fixtures unobtrusive in scale and design since there were no fixtures originally.

Interior carpentry work for creating an exhibit of the old schoolhouse and the cranberry era - \$10,000

I asked for clarification on this item. It was explained by the applicant that these funds are for the reuse of existing interior plank siding in the schoolroom and anteroom.

I noted that the subsequent line item of \$30,000 for interior wall and ceiling boards and plaster would also need to be installed, as closely as can be determined, the way the schoolhouse interior was originally finished.

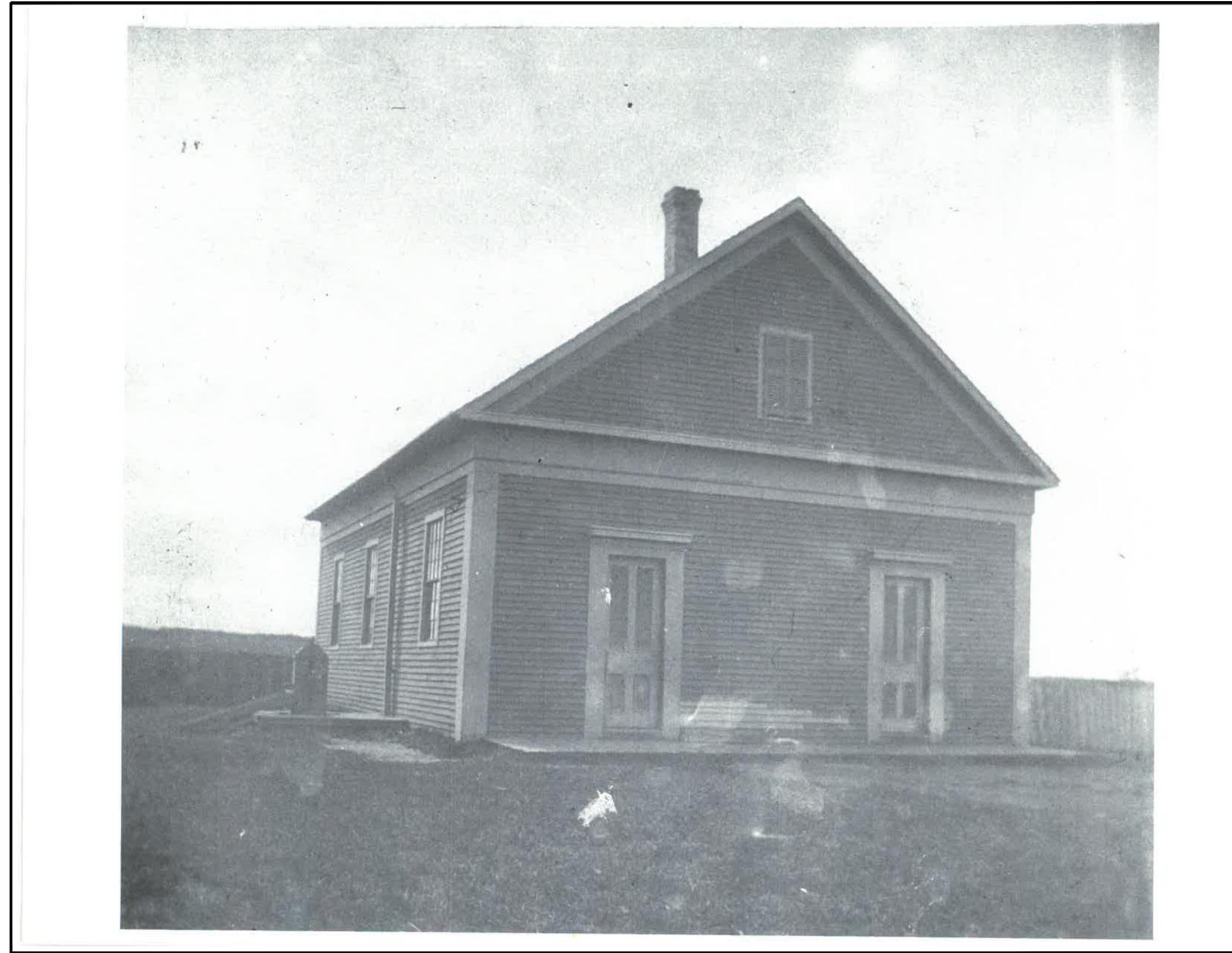
I recommended that these details be subject to CPC review and approval in the grant agreement.

Thomas A. Moore Design Co. Plans, dated 8.23.23

I had the following comments:

1. Based on a comparison of the historic view of the schoolhouse with the proposed elevation drawings (Sheets A1 and A2), the roof cornice trim and frieze boards do not yet appear to be accurately dimensioned.
2. The drawings need to be amended to include the chimney.

It was agreed that I would meet with the applicant if the application is approved at Town Meeting to ensure that the rehabilitation does accurately reflect the exterior trim dimensions and all other exterior details, and that once amended the plans would be presented to the CPC for their review and approval.

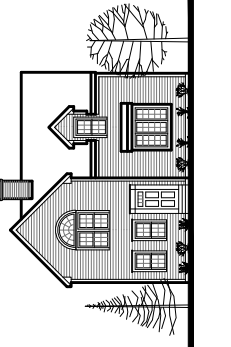


RE-CONSTRUCTION FOR:
DISTRICT #3 SCHOOLHOUSE
BREWSTER HISTORICAL SOCIETY
DRUMMER BOY ROAD BREWSTER, MA

DRAWN BY:
THOMAS A. MOORE DESIGN CO.
P.O. BOX 2124 949 ROUTE 137
BREWSTER, MA. (508) 896-6403

DWG. NO.:

T1



DESIGNED/DRAWN BY:
 THOMAS A. MOORE DESIGN CO.
 P.O. BOX 2124 949 LONG POND RD.
 BREWSTER, MA. (508) 896-6403

RE-CONSTRUCTION FOR:
 DISTRICT #3 SCHOOLHOUSE
 BREWSTER HISTORICAL SOCIETY
 DRUMMER BOY RD. BREWSTER, MA

NOTE:
 THE PLANS SHOWN ARE THE SOLE PROPERTY OF THE DESIGNER AND CAN NOT BE COPIED, REPRODUCED AND/OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DESIGNER.

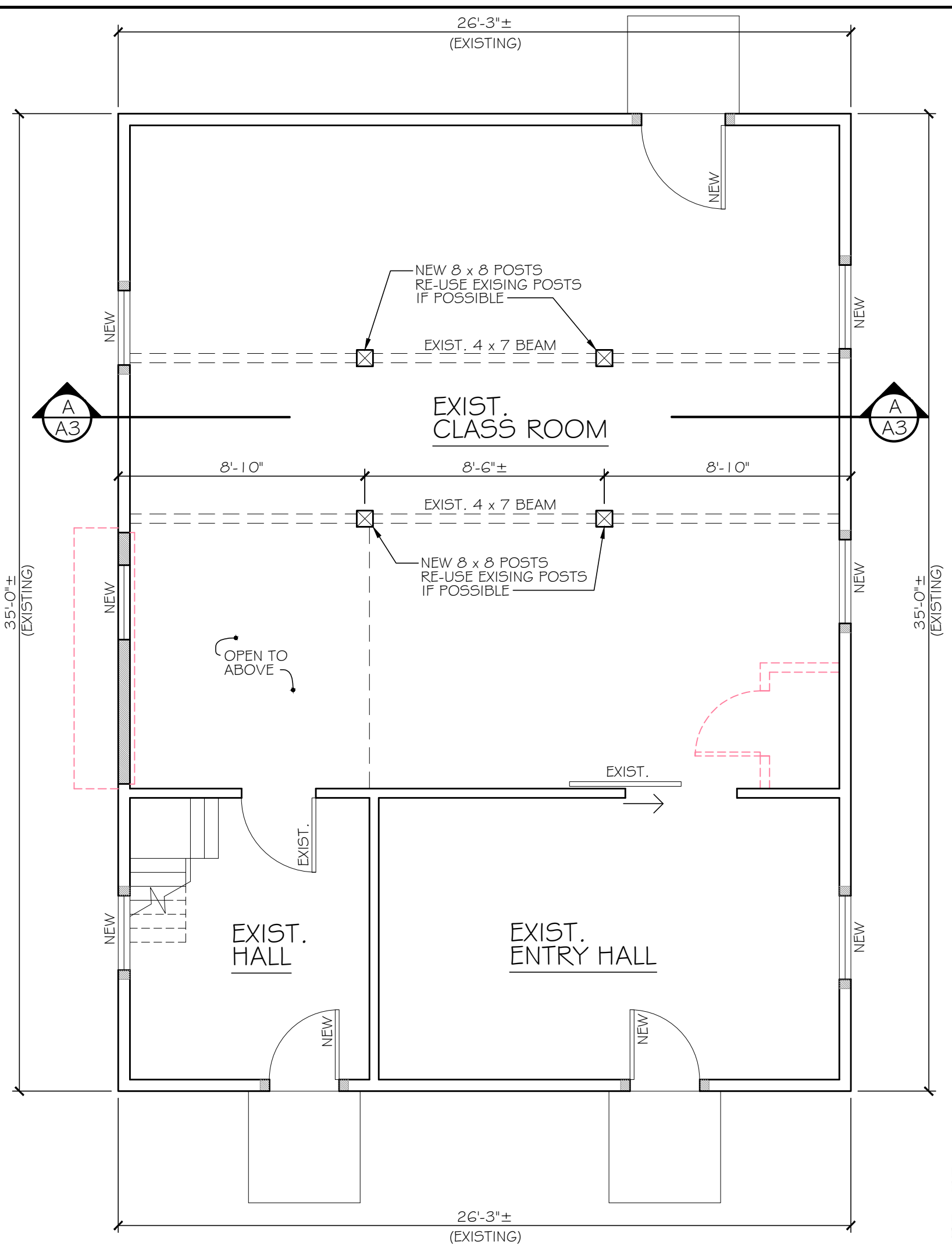
SCALE:
 1/4" = 1'-0"

DATE:
 8/23/2023

PROJ. NO.:
 2023-081

DWG. NO.:

A1



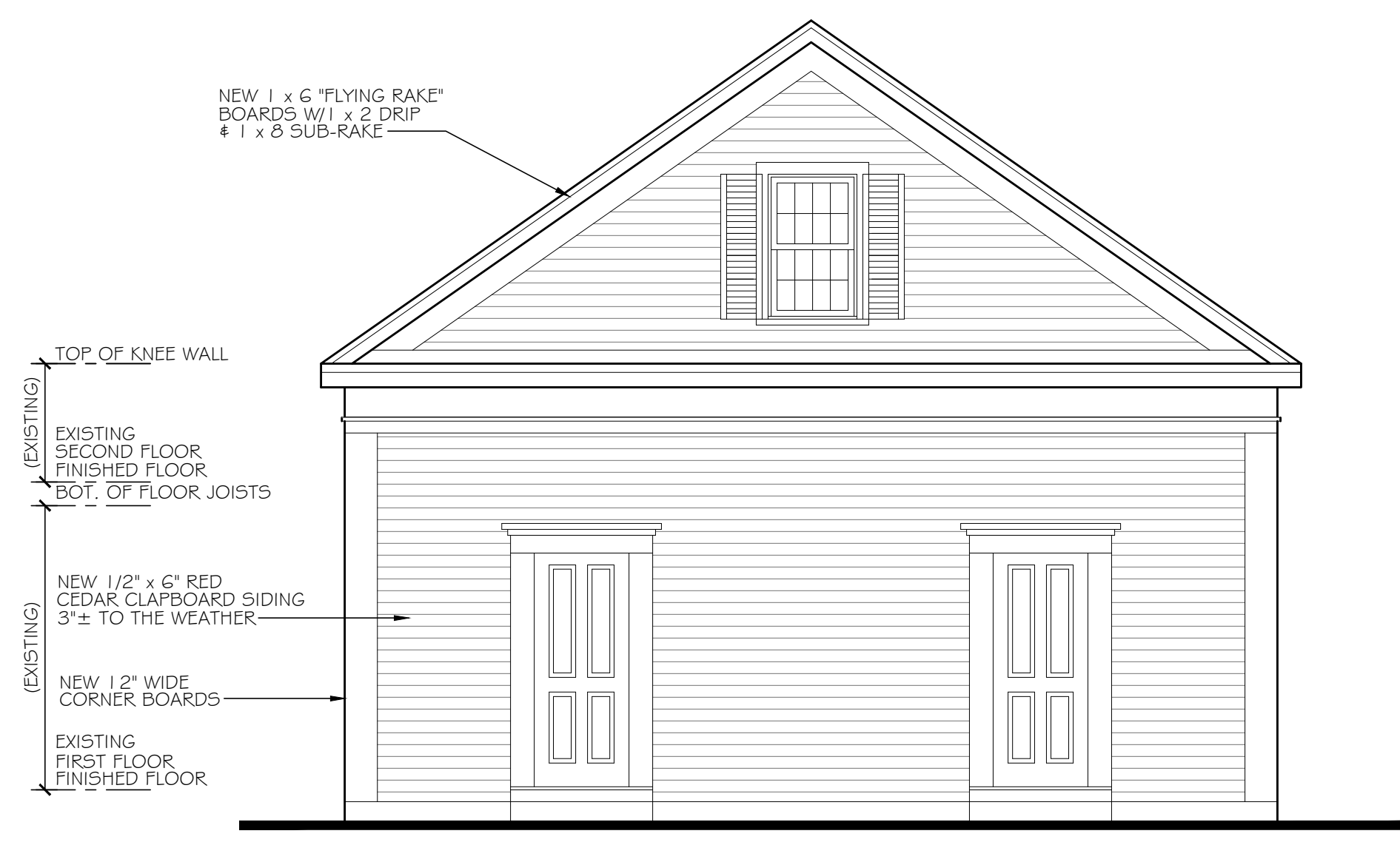
FIRST FLOOR PLAN

LEGEND

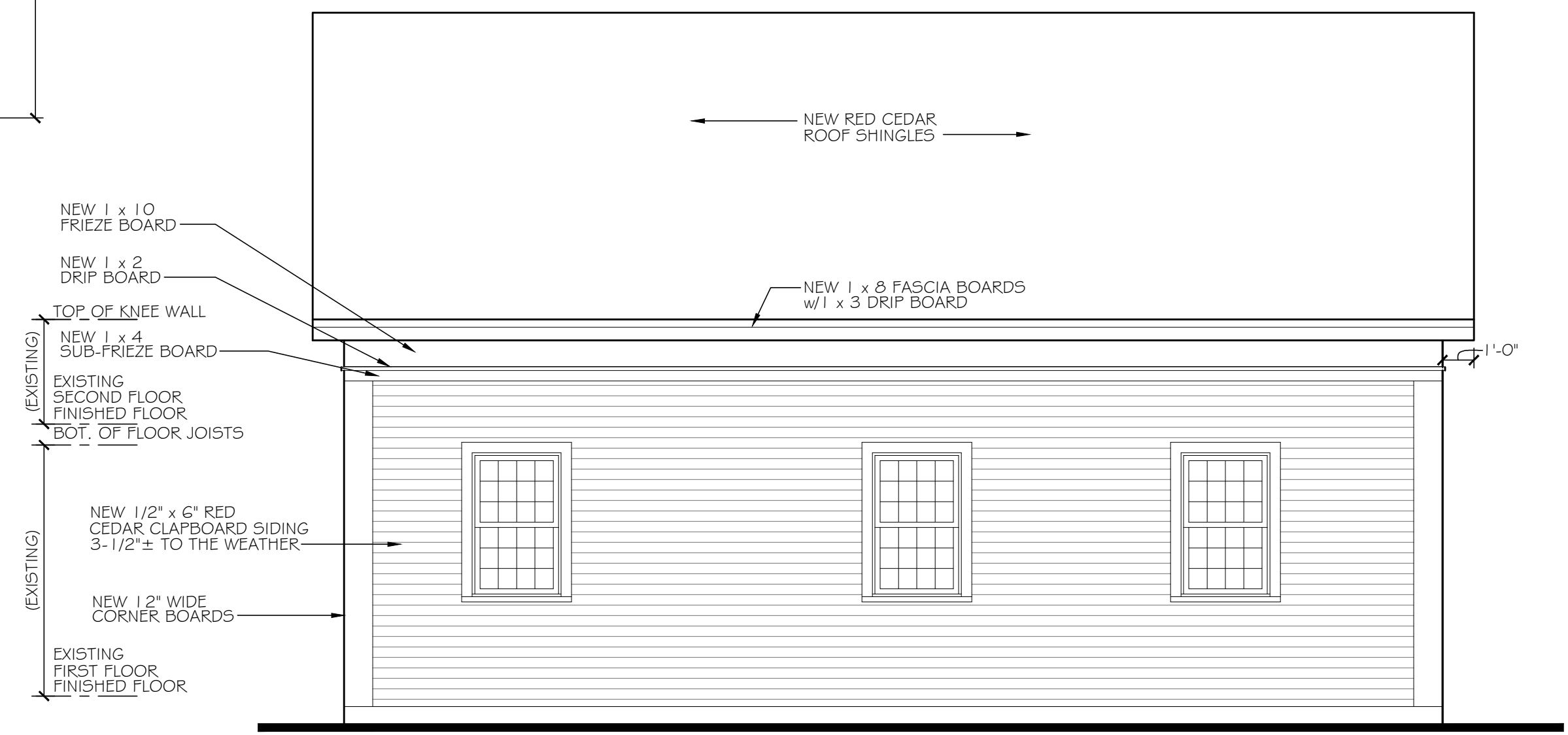
- EXISTING WALL CONSTRUCTION TO REMAIN
- NEW WALL CONSTRUCTION
- EXISTING WALL CONSTRUCTION TO BE REMOVED

GENERAL NOTES:

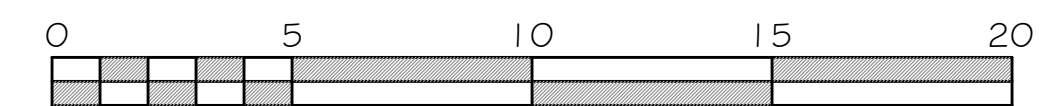
- 1.) CONTRACTOR IS TO VERIFY EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO THE START OF WORK
- 2.) CONTRACTOR TO REMOVE EXISTING DOORS, WINDOWS, WALLS, & ROOFING AS REQUIRED FOR RE-CONSTRUCTION.
- 3.) ALL NEW CONSTRUCTION TO MATCH EXISTING IN MATERIAL, DETAIL, AND FINISH UNLESS OTHERWISE NOTED.
- 4.) ALL WORK SHALL CONFORM TO THE MASSACHUSETTS STATE BUILDING CODE (LATEST EDITION) AND ALL OTHER APPLICABLE LOCAL CODES
- 5.) ANY DISCREPANCIES, ERRORS AND/OR OMISSIONS IN THE NOTES, DIMENSIONS, AND/OR DRAWINGS CONTAINED ON THESE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO COMMENCEMENT OF CONSTRUCTION. PROCEEDING WITH CONSTRUCTION CONSTITUTES ACCEPTANCE OF THESE DOCUMENTS AND ANY DISCREPANCIES, ERRORS AND/OR OMISSIONS BECOME THE RESPONSIBILITY OF THE BUILDING CONTRACTOR.



FRONT ELEVATION



RIGHT SIDE ELEVATION





Approved:

2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
FAX (508) 896-8089

VOTE:

COMMUNITY PRESERVATION COMMITTEE

Hybrid Meeting w In-Person Quorum
Wednesday, January 10, 2024, at 4:00 p.m.

MEETING MINUTES OF JANUARY 10, 2024

Present: Community Preservation Committee (CPC) – Chair Sarah Robinson, Vice Chair Faythe Ellis, Treasurer Sharon Marotti, Roland Bassett, Paul Ruchinkas, Bruce Evans, Peggy Jablonski (*remote attendance*)

Absent: Clerk Elizabeth Taylor, Christine Boucher

Also Present: Sally Gunning, Historical Society; Paul Daley, Historical Society

Chair Robinson called the meeting to order at 4:01 pm, announced a quorum, and read the Recording Statement.

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.

1. Public Announcements and Comment- none

2. Financial Update

Sarah said there were no changes from what was presented last meeting. No questions.

3. Discussion on how to handle cost overages on projects

Sarah asked at what point do we draw the line about cost overages and where we go as a committee. Peggy said the larger question is if we are presented with a project that is out of scope, too big, etc., how do we handle that? The Dog Park, the Baseball field, are examples she can think of where additional funds were needed. We might have asked them to scale it back or do it differently, or just voted no because the project would be too much. Rollie said it is going to be brought to Town Meeting and someone is going to have to explain the additional ask. Faythe said it's not as if the project has started. Sarah said in essence this has turned into a \$500,000 project. It is a big project. Rollie said we have never run into this before. What happens if the town votes it down? Faythe said they would just decline the award, and it goes back into the Historic Fund. Faythe said she had been thinking about this, when we were trying to make the case to move to the new formula, the projects were listed out that were in the pipeline and that helps guide decision making. We have two places to help forecast – public hearing, *Community Preservation Committee*

capital planning budget, and now established a very good communication with the housing trust where we are aware of their 5-year projections. We can project what is coming at us. It doesn't include regional asks. It is certainly better than what we have had in the past. In this case, we have the money for it. And it is a big number. Sharon said it is also something visible to the Town that people will enjoy. Faythe said there is a lot of conversation about community character, and this lands squarely in that basket. Sarah said going forward, we might want to put more emphasis on accurate estimates, so we don't keep running into this situation. Peggy keeps going back to if this was presented as a project for \$500,000, she may have personally voted against it. She thinks we need to struggle through the forecasting/projecting. Just because we have the money in that fund, doesn't mean there aren't other projects. Rollie said this project is different because all the money is coming from the CPC. The Historical Society isn't bringing any funds into the project. Sharon said they did say they applied for grants and wondered if that money was going to be used. Paul said the Historical Society is a nonprofit organization. He knows, in a housing development, it is going to be difficult. Spring Rock may come back to ask for more funding – they do value engineering, and if that doesn't work, they may come back looking for additional funds. Sarah said she isn't sure we will solve this problem today. She thinks it's important to submit very good budgets and very good estimates. Faythe said she thinks the applicants should be prepared to answer voters' questions at Town Meeting.

4. Discussion and possible vote on funding recommendations for Schoolhouse #3 project addition funding request from the Brewster Historical Society

Sally Gunning and Paul Daley are here to present the update to the Schoolhouse #3 project additional funding request as included in the packet. Sally Gunning said as they had mentioned before, there was a delay due to the soil conservancy district and having to move the project site a little to be outside of that area. Because of that delay, prices went up, and they realized the amount first requested was not going to cover the project. They are applying for an additional \$148,400. Bruce asked if it was one contractor who raised the rate. Paul Daley answered there were numerous items that would be increasing, including additional engineering; added the chimney that was discovered in the schoolhouse, and other items. We have been dealing with a contractor getting figures on various things. We feel comfortable now that the new amount will cover the project. Sally Gunning said the original application went in in July 2022 and it takes a long time to get engineering and other things completed. We also added a 10% contingency fee because of this experience. Paul Daley said we've also applied to the Old Kings Highway Commission; we've gone to the Selectman to have fees waived for the project. We are also working with the Building Commissioner and Town Planner. Paul asked if Eric Dray had got back to them about the project and being historical eligible. Faythe said she would go back to Eric Dray after this meeting to circle back on those items. Peggy feels this is an awkward position to put the committee through to go back to the voters with this additional amount and how it fits with the other priorities. At what point is any project just not sustainable? Especially when a project doesn't already have fundraising to complement the CPA funds. Sarah said we would have a broader discussion on this topic in general at a different time. Sally Gunning said that people came to us and asked us to take this on as a wonderful thing to do for Brewster. Paul Daley said we want everyone to be onboard for this project. Bruce asked if this reaches the target allocation policy, if we were to fund this project, there would possibly not be any more funds for the next 5 years. Would they still want these funds knowing that. Sally Gunning said she just didn't know. Faythe said we did carry over some funds with our transition that we could use. Paul said that is a discussion we haven't had yet. We are in a unique position in that we have more money currently than applications, but that will change as we go along, this will have to be discussed as a committee at a later time. Peggy said she is offering a word of caution. Sarah said we would discuss the larger topic at another time. Sharon and Paul want to wait until Town Counsel and Eric Dray give their opinions on

this request as it relates to eligibility before voting. Faythe will circle back to both of those entities with the facts at hand. Sally Gunning will send the site plans and the building plans to Faythe and Eric Dray.

5. Project Updates

Faythe included the update about the Ellen St. Sure project in the packet. It is moving along as you can see.

6. Approval of Minutes – 12/13/23 & 12/27/23

12/13/23- no edits

12/27/23- Paul said he was at that meeting but was not listed at the top of the Minutes as present, so please add his name.

Motion to approve the Minutes from December 13, 2023 as presented.

MOVED by Faythe Ellis. Roland Bassett second.

Roll Call Vote: Bruce Evans - yes, Sharon Marotti – yes, Roland Bassett – yes, Peggy Jablonski – yes, Paul Ruchinkas – abstain, Faythe Ellis – yes, Chair Robinson - yes.

VOTE 6-yes 0-no 1-abstain

Motion to accept the Minutes from December 27, 2023 with that edit.

MOVED by Faythe Ellis. Roland Bassett second.

Roll Call Vote: Bruce Evans - yes, Sharon Marotti – yes, Roland Bassett – yes, Peggy Jablonski – yes, Paul Ruchinkas – yes, Faythe Ellis – yes, Chair Robinson - yes.

VOTE 7-yes 0-no

7. Matters Not Reasonably Anticipated by the Chair

Faythe said the Warrant Article draft should be done by February 21st to be ready to do presentations to Select Board and FinCom in March.

8. Announcements -

Paul said he watched the CDPs Zoning and ADU Presentation yesterday as part of the Housing Institute, and it was terrific. They also gave a really broad overview of ADUs across the country – he highly recommends watching the replay.

9. Upcoming meeting: January 24th at 4PM

MOTION made by Faythe Ellis to adjourn the meeting at 5:04 pm. Bruce Evans second.

Roll Call Vote: Sharon Marotti – yes, Bruce Evans – yes, Roland Bassett – yes, Paul Ruchinkas – yes, Peggy Jablonski – yes, Faythe Ellis – yes, Chair Robinson - yes.

VOTE 7-yes 0-no

Respectfully submitted, Beth Devine, Recording Secretary
Packet of additional documents available on website for public review.

Community Preservation Committee

Minutes of January 10, 2024



Approved:

2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
FAX (508) 896-8089

VOTE:

COMMUNITY PRESERVATION COMMITTEE

Hybrid Meeting w In-Person Quorum
Wednesday, January 24, 2024, at 4:00 p.m.

MEETING MINUTES OF JANUARY 24, 2024

Present: Community Preservation Committee (CPC) – Chair Sarah Robinson, Vice Chair Faythe Ellis, Treasurer Sharon Marotti (4:18), *Clerk Elizabeth Taylor*, Roland Bassett, Paul Ruchinkas, Bruce Evans, *Chrisine Boucher (remote attendance)*

Absent: Peggy Jablonski

Also Present: Sally Gunning, Historical Society; Paul Daley, Historical Society; *Eric Dray, Historical Consultant (remote attendance)*; Amanda Bebrin, Community Development Partnership; Donna Kalinick, Assistant Town Manager

Chair Robinson called the meeting to order at 4:01 pm, announced a quorum, and read the Recording Statement.

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.

1. Public Announcements and Comment- none

2. Reminder to respond to Town Clerk's email regarding Ethics Training

Sarah reminded everyone about the Town Clerk's message regarding Ethics Training.

3. Financial Update

Sarah said the financial information in the packet is the same as what was discussed at the last meeting. No further discussion.

4. Discussion and possible vote on Brewster Historical Society request for \$148,800 to fund Schoolhouse #3 project additional funding request from the Brewster Historical Society

Faythe asked Eric Dray to take the floor and go through the questions and comments related to the information. Eric Dray addressed the committee and the Historical Society representatives and had questions regarding the estimates and the elevation drawings. He questioned the one engineering charge

for \$5,000 and now another for \$4,000, was that included elsewhere? Paul Daley said once the building is ready to put foundations up, it will then entail having more engineering done. We did not realize we were in a conservation district at that time. Eric Dray then asked about the \$58,000 line item – materials that may be needed? Paul Daley answered, we are going to salvage as much of the materials as possible, but the potential is there we may need new siding and roofing, there are many unknowns as to what can or may be salvaged. Eric Dray said theoretically that could be for fully residing and retrimming? Paul Daley answered yes. Eric Dray said we will need specs down the road for the windows and doors. He then continued to ask questions regarding the estimates. He is also confused about the plans – the left and right elevation drawings regarding the height of the windows. As far as he is concerned, the design is not quite there yet. Faythe said she agrees that these would be part of the summary memo to be followed up on and addressed. Eric Dray will summarize all these comments for the committee. Sarah said in the initial package there was a commitment letter from Jennison, did they back out? Paul Daley said that was our original plan to use their \$10,000 to purchase antique clocks, desks, extra things to make the schoolhouse come to life. Sarah also asked about the cash in their balance sheet. Paul Daley said they have an \$80,000 project in the works right now. Also, the \$200,000 of that fund would be maintaining the 6 properties they have taken on over the last few years. It’s a lot to manage.

Sarah asked if they would be meeting with Eric Dray prior to the committee moving forward as it seems like there were some loose ends. Paul Daley said we could have a sit down with Eric Dray at some point. Eric Dray said he feels it would be important to discuss and have the CPC have their eyes on the elevation drawings as well. Paul Daley said we want it to be absolutely 100% correct. Paul Ruchinkas said that would be a part of the conditions of the award letter. Faythe said we would want to see the committee review and sign off on full plans and specs before moving forward. Paul Ruchinkas said this would be done post-Town Meeting – for the funds to be released, xyz would need to happen, etc. Paul Ruchinkas said with both the Cobb House, the Society raised money – as well as for the outbuilding. Especially as we are going back to ask for more funds, it would help to have some BHS contribution so the town is not funding the whole thing. Paul Daley answered that saying they have been contributing as “in kind” – volunteering, contractors, etc. Sally Gunning said we could list the money we have already spent as well as “in kind” due to our efforts, volunteering, and labor. Faythe said there is another party to this transaction, the Brewster Conservation Trust (BCT), and wonders if there have been conversations with them. Sally Gunning said we have talked with them. Paul Daley said they feel their contribution is giving us the building. That would be our next step to go back to them and ask. Faythe said it is very important to know we have the funding to finish the project. This is a big amount of money. Bruce wanted to clarify that the frame and some of the flooring will be the original, so the rest would be new construction. Rollie said curation is part of the project. Sally Gunning then described the numbers of the budget including the curation. We could also approach the Conservation Trust regarding help with the contingency fees. Faythe said we want to set this up to be in a good position at Town Meeting. Faythe said it would be good to reach out to BCT to see if they can contribute. We can probably push our Warrant Article out to the 2nd meeting in February. At that point, we can determine what we put on the Warrant.

5. Discussion and possible vote on committee recommendation for Town of Brewster Application for \$74,589 for the Housing Coordinator Position
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Donna Kalinick addressed the committee. We have discussed this before, but she wanted to point out a few new points of information: since last year, the Brewster Affordable Housing Trust (BAHT) authorized and is paying for a new 19-hour housing program assistant position. It is a real program and has grown a lot. The current position is at 30 hours for the Housing Coordinator, and she spends many

hours working on housing as well. This new position is 19 hours completely funded by the Brewster Affordable Housing Trust. We have had discussions in the past about who should be funding these positions. We have reached a place where the CPC is being asked to fund the salary portion of the Housing Coordinator, the Town funds the benefits portion, and the Trust is funding this new 19-hour new position.

The benefits to the Town from the Housing Coordinator position are numerous. Just a few examples: she included several Housing Coordinator reports that show how many inquiries come in on a weekly basis from members of our community that continues to grow. It is residents who are seeking assistance or information about programs, and it is also inquiries we get from a number of places about the housing program. We want to make sure that educational piece of this position is happening because we all know how complicated this process can be. We completed the annual compliance for the 27 affordable units at Serenity Brewster. We also have a second home, Sean Circle, that is up for re-sale from our Affordable Housing Inventory. We are working closely to make sure everything that needs to happen happens. Last week, the Housing Staff hosted an informational session for staff, and we are planning to hold a Housing 101 session for the public in April. We need to set that baseline information again for people. It is not all about the numbers, but data is important. Since we hired a Housing Coordinator, from the beginning our SHI was at 5.31% and is now at 7.2% and that represents an additional 125 units in Brewster. That is a significant number. We have made more progress than most of the towns on Cape. We need the resources in the Housing Program to keep that up. Donna Kalinick said she could go on and on because she is so proud of the work that the housing program has accomplished.

Bruce wondered that if we are at 7.2%, what do we need to reach the 10%. Donna Kalinick said Spring Rock Village is already in that 7.2% number. The remaining number of units to reach that 10% is 145.

The Housing Partnership voted unanimously and emphatically for this award.

Motion to approve the funding request of \$74,589 for the Housing Coordinator position with the funding to come from Pre-FY24 undesignated fund balance with Bruce Evans as liaison.

MOVED by Faythe Ellis. Roland Bassett second.

Roll Call Vote: Bruce Evans - yes, Sharon Marotti – yes, Roland Bassett – yes, Paul Ruchinskas – yes, Elizabeth Taylor – yes, Christine Boucher – yes, Faythe Ellis – yes, Chair Robinson - yes.

VOTE 8-yes 0-no

6. Discussion and possible vote on committee recommendations for Community Development Partnership's request for \$20,000 in CPA funds for the Lower Cape Housing Institute

Amanda Bebrin, Director of Housing Advocacy for the Community Development Partnership addressed the committee. We support the 8 towns of the Lower and Outer Cape through small business technical assistance for economic development and also through affordable housing through property management, creation of some units, and also through affordable housing advocacy which is what her program is. She runs the Lower Cape Housing Institute that provides education, resources, and support for our municipal elected and appointed officials to understand the bear that is affordable housing with all of its nuances on Cape so that our elected and appointed officials understand their role and how they can move the town toward its stated vision and goals. Brewster has an amazing housing staff, we have been committed to determining what our vision is as a community - we have the Vision Plan that became the Local Comprehensive Plan that speaks to all the things we care about as a community – and seeing housing as an integral part of how we accomplish all of the things we want our community to be

both now and in the future. We are asking for \$20,000 over 2 years, so \$10,000 each year, to be able to deliver the program. Every year we run 5 workshops and throughout the year we delve more deeply into each aspect of housing and community development.

Motion to provide \$20,000 in funding to the Community Development Partnership over a two-year period, with the source of funding from the Pre-FY24 Undesignated Funds, with Faythe Ellis as liaison.

MOVED by Sharon Marotti. Roland Bassett second.

Roll Call Vote: Bruce Evans - yes, Sharon Marotti – yes, Roland Bassett – yes, Elizabeth Taylor – yes, Christine Boucher – yes, Faythe Ellis – yes, Chair Robinson - yes.

VOTE 7-yes 0-no

(Paul Ruchinkas recused himself from this discussion and vote)

Donna Kalinick wanted to add that if you sign up for any of the information sessions and cannot attend, you will receive all of the information after the session is over. She also added that Town Meeting will be held on Saturday May 11th. We expect robust turnout and want to make sure it is at a time when people can come.

7. Discussion and possible vote on The Annual Report (Elizabeth)- defer

8. Project Updates- defer

9. Approval of Minutes - 1/10/24- defer

10. Matters Not Reasonably Anticipated by the Chair- none

11. Announcements - none

12. Upcoming meeting: February 14th at 4PM

MOTION made by Roland Bassett to adjourn the meeting at 5:43 pm. Faythe Ellis second.

Roll Call Vote: Sharon Marotti – yes, Elizabeth Taylor – yes, Bruce Evans – yes, Roland Bassett – yes, Paul Ruchinkas – yes, Christine Boucher – yes, Faythe Ellis – yes, Chair Robinson - yes.

VOTE 8-yes 0-no

Respectfully submitted, Beth Devine, Recording Secretary

Packet of additional documents available on website for public review.