



Town of Brewster Select Board

2198 Main St., Brewster, MA 02631

townmanager@brewster-ma.gov

(508) 896-3701

SELECT BOARD MEETING AGENDA

2198 Main Street

January 22, 2024 at 5:15 PM

Select Board

Ned Chatelain
Chair

Mary Chaffee
Vice Chair

Kari Hoffmann
Clerk

Cynthia Bingham

Dave Whitney

Town Manager
Peter Lombardi

**Assistant Town
Manager**
Donna Kalinick

Project Manager
Conor Kenny

**Executive
Assistant**
Erika Mawn

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

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

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

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

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

Passcode: 509224

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

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

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

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. Executive Session
 - a. To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body - 3057 Main Street & 400 W.H. Besse Cartway and 1123 Book, 170 Page.
 - b. Review and Vote on Executive Session Meeting Minutes
6. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Select Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
7. Select Board Announcements and Liaison Reports
8. Town Manager's Report (3-19)
9. Consent Agenda (20-162)
 - a. Meeting Minutes: January 8, 2024
 - b. Facility Use Applications and Fee Waiver Requests: Brewster Department of Natural Resources and AARP Tax Aide Program
 - c. One Day Entertainment License: Crosby Mansion
 - d. One Day Liquor License Applications: Brewster Sportsman's Club and Maplewood at Brewster
 - e. Change of Annual Liquor License Manager: Bow to Stern LTD., Sean Sullivan
 - f. Pass Through Town Permission: Second Summer Cycle, Inc.
 - g. Department of Public Works Cemetery Plot Resale Request
 - h. Annual Owner Certification of Deed Restricted Units (Serenity Apartments at Brewster)



Select Board

Ned Chatelain
Chair

Mary Chaffee
Vice Chair

Kari Hoffmann
Clerk

Cynthia Bingham

Dave Whitney

Town Manager
Peter Lombardi

**Assistant Town
Manager**
Donna Kalinick

**Project
Manager**
Conor Kenny

**Executive
Assistant**
Erika Mawn

- i. Brewster Historical Society Request for Approval of Cobb House Exterior Improvements Per Historic Preservation Restriction Agreement
- j. Items Declared as Surplus for Transfer: Brewster Government Television
- 10. 6:15pm Public Hearing: 2024 Community Development Block Grant (CDBG) (163-170)
- 11. Vote to Submit 2024 CDBG Regional Grant Application (163)
- 12. Review and Vote on Proposed Child Care Subsidy Pilot Program - Select Board FY24-25 Strategic Plan Goal CC3 (171-183)
- 13. Review and Vote on 2024 Common Victualler and Annual Liquor License for the Brewster Inn Inc., d/b/a The Woodshed (184-198)
- 14. Discuss and Vote on Proposed 2024 Captains Golf Course Membership Rates (199-216)
- 15. Update on Vesper Pond Road Betterment Project and Vote on Resident Voting Process for Spring 2024 Town Meeting (217-221)
- 16. Review and Discuss Fire Department Staffing Study - Select Board FY24-25 Strategic Plan Goal G-3 (222-379)
- 17. Discuss and Vote on Draft Letter to Nauset Regional School Committee Regarding Regional School Agreement (380-435)
- 18. FYIs (436-484)
- 19. Matters Not Reasonably Anticipated by the Chair
- 20. Questions from the Media
- 21. Next Meetings: January 23, January 31, February 5, February 7, February 9, February 12, and February 26, 2024
- 22. Adjournment

Date Posted:
01/18/2024

Date Revised:

Received by Town Clerk:

24 JAN 18 3:32 PM

BREWSTER TOWN CLERK



December 20, 2023

Conor Kenny
2198 Main St.
Brewster, MA 02631

Dear Kenny,

Congratulations! Brewster is the Category 4 (population 5,000 - 12,000) winner of the MMA Municipal Website Award. The website scored among the highest in categories that evaluated navigation and organization of material, convenience of information, functionality, and overall experience of the website. The MMA applauds your efforts in making this website an effective tool for your community.

This year, we will recognize the award winners during the Opening Session of the MMA's 2023 Annual Meeting and Trade Show, which will take place at 9:30 a.m. on Friday, January 19th, on the 3rd Floor of the Hynes Convention Center. We look forward to seeing you there.

Please note that the physical awards will not be handed out during the event. You can pick up your award at the MMA booth at any time following the Opening Session. If you are unable to attend, we will mail them to your preferred address. Please contact Daniel Yi at dyi@mma.org to confirm attendance and who from your community will be there to pick up the award. We would also ask that your community not share the results of the contest until after Annual Meeting.

Again, we congratulate you on an outstanding website and look forward to seeing you at the Annual Meeting and Trade Show. If you have any questions or ever need assistance, please do not hesitate to call us at any time.

Best wishes for a happy and healthy holiday.

Sincerely,

Adam Chapdelaine
Executive Director & CEO



December 20, 2023

Conor Kenny
2198 Main St.
Brewster, MA 02631

Dear Mr. Kenny,

Congratulations! The town of Brewster is being recognized with an award for **3rd place** in Category 3 (population 5,000 - 15,000) of the MMA's Annual Town Report contest. Town Reports serve to communicate important information to town residents, and promote an understanding of and involvement in local government. The MMA applauds your efforts in making this publication an effective tool for your community.

We will recognize the award winners during the Opening Session of the MMA's 2024 Annual Meeting and Trade Show, which will take place at 9:30 a.m. on Friday, January 19th, on the 3rd Floor of the Hynes Convention Center. We look forward to seeing you there.

Please note that the physical awards will not be handed out during the event. You can pick up your award at the MMA booth at any time following the Opening Session. If you are unable to attend, we will mail them to your preferred address. Please contact Daniel Yi at dyi@mma.org to confirm attendance and who from your community will be there to pick up the award.

Again, we congratulate you on an outstanding town report and look forward to seeing you at the Annual Meeting and Trade Show. If you have any questions, please do not hesitate to call us.

Best wishes for a happy and healthy holiday.

Sincerely,

Adam Chapdelaine
Executive Director & CEO



December 20, 2023

Peter Lombardi
2198 Main St.
Brewster, MA 02631

Dear Mr. Lombardi,

Congratulations! The Town of Brewster is a recipient of the Kenneth E. Pickard Municipal Innovation Award. Your submission, *Reducing Disposable Plastic Bottle Use with Municipal Hydration Stations*, has demonstrated your dedication, commitment and ability to increase the effectiveness of local government by successfully implementing a unique and creative program.

This year, we will recognize the award winners during the Opening Session of the MMA's 2024 Annual Meeting and Trade Show, which will take place at 9:30 a.m. on Friday, January 19th, on the 3rd Floor of the Hynes Convention Center. We look forward to seeing you there.

Please note that the physical awards will not be handed out during the event. You can pick up your award at the MMA booth at any time following the Opening Session. If you are unable to attend, we will mail them to your preferred address. Please contact Daniel Yi at dyi@mma.org to confirm attendance and who from your community will be there to pick up the award.

Again, we congratulate you on an outstanding innovative project and look forward to seeing you at the Annual Meeting and Trade Show. If you have any questions, please do not hesitate to call us.

Best wishes for a happy and healthy holiday.

Sincerely,

Adam Chapdelaine
Executive Director & CEO

Archived: Friday, January 19, 2024 8:26:17 AM

From: [Cerny, Danielle \(A&F\)](#)

Sent: Thursday, January 18, 2024 5:06:07 PM

To: [Cerny, Danielle \(A&F\)](#)

Subject: Thanks to Your Input: Announcing the Municipal Empowerment Act

Importance: Normal

Sensitivity: None

Dear Local Leader,

Thank you, again, for participating in the Healey-Driscoll Administration's municipal leaders' listening sessions this fall. We are excited to share that tomorrow, at the Massachusetts Municipal Association's Annual Meeting, **Governor Healey will be rolling out a municipal relief package – the Municipal Empowerment Act** – that is a direct outgrowth of the ideas and suggestions we received from all of you.

During the Fall listening sessions, we heard from over 130 managers and administrators from 112 different municipalities and solicited input from professional associations representing local leaders and employees – receiving feedback from more than 20 such groups. What emerged from these sessions were concrete suggestions for how the state can better partner with our cities and towns – from solutions to acute workforce challenges, to relief from specific administrative burdens, to new tools to make local management more efficient and effective.

Reflecting your on-the-ground perspective and suggestions, the Municipal Empowerment Act contains local option revenue raisers, including a **new Motor Vehicle Excise surcharge local option** that can benefit every city and town in the Commonwealth; provides relief from numerous administrative burdens, including **reforms to procurement rules** that raise thresholds for competitive bids and remove onerous publishing requirements; improves the efficiency of local operations by, for example, **updating borrowing rules for school projects** and **establishing enforcement mechanisms for double pole prohibitions**; and provides new tools for addressing critical local workforce challenges, such as **allowing the creation of Regional Boards of Assessors, centralizing valuation of telecom and utility property** at the state level and **creating additional flexibilities in post-retirement employment exemptions**.

Tomorrow, Governor Healey will share more details about the bill, but we also would like to invite this group to a **virtual town hall on Monday, January 29, from 12-1pm** where members of our team will walk through major components of the Municipal Empowerment Act and answer your questions. Details below.

We are so grateful for your engagement through this process, and for all the of vital work you do every day to build communities where people want to live, work, play, and stay. We look forward to seeing many of you at the MMA Annual Meeting and on the virtual town hall.

Sincerely,
Danielle

Municipal Empowerment Act Town Hall details

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 260 305 429 074

Passcode: iYv9az

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Danielle Cerny

Chief of Staff

Executive Office for Administration and Finance

Commonwealth of Massachusetts

State House, Room 373

24 Beacon Street

Boston, MA 02133

802-302-9374 (Cell)

Danielle.Cerny@mass.gov

<https://www.mass.gov/orgs/executive-office-for-administration-and-finance>



CONFIDENTIALITY NOTICE: Please be advised that this email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Law. The contents of this transmission are intended only for use by the original addressee(s) and may contain confidential information that is intended for governmental-policy development and deliberation or is otherwise exempted from public disclosure under Massachusetts law. If you are not the intended recipient of this transmittal, or received this transmittal in error, please immediately notify the original sender and completely and permanently eliminate the original and all electronic and printed copies.

 Please consider the environment before printing this email.

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

January 12, 2024

Chairs of the Joint Committee on Environment and Natural Resources
Cape Cod and Islands Legislative Delegation
24 Beacon Street
Boston, MA 02133

Dear Chairs of the Joint Committee on Environment and Natural Resources and Cape Cod and Islands Legislative Delegation,

On behalf of the Cape Cod and Islands Water Protection Fund ("Fund") Management Board, enclosed, please find the *2023 Cape Cod and Islands Water Protection Fund Annual Report*, prepared in accordance with M.G.L. Chapter 29C, Section 20, which includes information on Fund revenue and expenses to date and provides a 5-year revenue projection.

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

Since creation of the Fund, revenue has been largely consistent with projections; however, local commitment to project implementation and eligible project costs have exceeded expectations. The 2023 IUP presented over \$167 million in projects, more than \$100 million above the assumed project costs and the greatest amount that we had seen for Cape Cod in a single year. On June 30, 2023, the Management Board sent a letter to Governor Healey (attached) articulating the critical need for additional revenue to the Fund to maintain a 25% subsidy. In December 2023, the Massachusetts Department of Environmental Protection issued the draft 2024 IUP with over \$248 million in Cape projects, which once again far exceeds assumed project costs and places additional pressures on the Fund beyond those identified in the letter to the Governor.



The 25% subsidy provided by the Fund has been a primary driver of long overdue progress on local wastewater projects. The certainty of the subsidy has helped garner community support for water quality project implementation and has resulted in significant action. Without significant additional revenues to the Fund, the Management Board will be forced to limit subsidies for critically needed wastewater and water quality projects on Cape Cod.

The Management Board and Cape Cod Commission appreciate the Legislature's support of the Fund and looks forward to working collaboratively to develop a solution to this important funding challenge. Should you have any questions, please do not hesitate to reach out.

Sincerely,



Kristy Senatori
Executive Director

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

Enclosure



CAPE COD AND ISLANDS
WATER PROTECTION FUND

2023 ANNUAL REPORT

PREPARED FOR:

**Chairs of the Joint Committee on Environment
and Natural Resources**

Senator Rebecca L. Rausch
24 Beacon Street, Room 215
Boston, MA 02133

Representative Daniel Cahill
24 Beacon Street, Room 527A
Boston, MA 02133

Cape Cod and Islands Legislative Delegation

Senator Julian Cyr
24 Beacon Street, Room 111
Boston, MA 02133

Senator Susan L. Moran
24 Beacon Street, Room 312-D
Boston, MA 02133

Representative David T. Vieira
24 Beacon Street, Room 167
Boston, MA 02133

Representative Kip A. Diggs
24 Beacon Street Room 472
Boston, MA 02133

Representative Sarah K. Peake
24 Beacon Street, Room 7
Boston, MA 02133

Representative Christopher R. Flanagan
24 Beacon Street, Room 26
Boston, MA 02133

Representative Dylan A. Fernandes
24 Beacon Street, Room 167
Boston, MA 02133

Representative Steven G. Xiarhos
24 Beacon Street Room 542
Boston, MA 02133

PREPARED BY:

Cape Cod Commission, on behalf of the
Cape Cod and Islands Water Protection Fund
Management Board

3225 Main Street
P.O. Box 226
Barnstable, MA 02630

January 2024

The Cape Cod and Islands Water Protection Fund (CCIWPF) was established by the Massachusetts Legislature in 2018 (M.G.L. Chapter 29C, Section 19) to help Cape Cod and Islands towns pay for necessary wastewater infrastructure and water quality remediation projects. Creation of the CCIWPF was the result of efforts by a diverse set of stakeholders, including the Cape Cod and Islands Legislative Delegation, local officials, environmental groups, business leaders, and the Cape Cod Chamber of Commerce, who recognized the need for new financial tools to address the region's degrading water quality and lack of wastewater infrastructure.

The CCIWPF is a dedicated fund within the Massachusetts Clean Water Trust set up to solely benefit communities within the counties of Barnstable, Dukes, and Nantucket. Its source of revenue is a 2.75% excise tax on traditional lodging and short-term rentals. The fund is administered by the Clean Water Trust and overseen by a management board comprised of representatives from every member town from the region. Currently, the 15 Cape Cod communities are members of the CCIWPF.

The Cape Cod and Islands Water Protection Fund Management Board (Board) was established by M.G.L. Chapter 29C, Section 20. The Board is responsible for determining the method for allocating subsidies from the fund, including, but not limited to, an equitable distribution among participating municipalities consistent with revenue deposited from each municipality into the fund. The Board is also responsible for ensuring that the Water Protection Fund is spent only for the purposes set forth in M.G.L. Chapter 29C, Section 19.

This report has been prepared pursuant to M.G.L. Chapter 29C, Section 20, Cape Cod and Islands Water Protection Fund Management Board.

CCIWPF Revenue

As received from the Department of Revenue through the Clean Water Trust, fund revenue to date (July 2019 through November 2023) totals \$81,873,218.21. Income generated by the fund for this period totals \$2,790,795.23.

Subsidies for projects listed on Intended Use Plans for the Clean Water State Revolving Fund dating back to the creation of the CCIWPF (2018) will be paid over 4 years, while subsidies for eligible pre-existing debt incurred for clean water projects that pre-date the CCIWPF will be paid over 10 years. Transfers from the fund for Years 1 through 3 are presented below. The balance of the Fund at the end of the calendar year 2023 is \$30,087,881.00.

CCIWPF	Amounts
Revenue to Date	\$81,873,218.21
Fund Income to Date	\$2,790,795.23
Administrative Expenses to Date	\$226,777.01
Year 1 (2021) Transfer	\$13,708,673.00
Year 1 (2022) Pre-Existing Debt Payments	\$1,302,628.00
Year 2 (2022) Transfer	\$15,112,577.00
Year 2 (2023) Pre-Existing Debt Payments	\$1,302,628.00
Year 3 (2023) Transfer	\$22,597,849.43
2023 Monitoring Transfer	\$325,000.00
Balance	\$30,087,881.00

Expenses and Project Summaries

On June 13, 2023 the Board voted to award subsidies to qualified and eligible water quality projects in several Cape Cod towns. Per the regulations established by the Board in 2020, projects in excess of \$1 million received subsidies equal to 25% of the project costs. Projects of \$1 million or less received 50% subsidies.

Projects eligible for funding include, but are not limited to, innovative strategies and alternative septic system technologies, water quality and wastewater management planning, the construction of sewer collection systems and wastewater treatment plants, and the implementation of drainage improvements and water treatment programs to improve water quality in freshwater ponds and marine resources. Member communities must go through the Clean Water State Revolving Fund program, or SRF, and be listed on the Clean Water SRF Intended Use Plan (IUP) to receive funds.

Contingent commitments are made upon release of the annual IUP. Final commitments are made following execution of a Project Regulatory Agreement (PRA).

Subsidies from the Water Protection Fund have been reduced for 2021 and 2022 IUP projects from 25% to 10%, to reflect an additional 15% subsidy from the Clean Water Trust using American Rescue Plan Act funds. The original commitment to the Towns for a 25% subsidy for these projects remains unchanged despite the sourcing of the funds to provide that 25% subsidy.

Modified Final Commitments for 2021 Intended Use Plan Projects

Town	Description	PRA Cost	Subsidy Based on PRA at 25%	Subsidy with Remaining Payouts Reduced to 10%
Barnstable	Route 28 East Sewer Expansion Project	\$19,926,176	\$4,981,544	\$3,134,558.80
Barnstable	Wastewater Pump Station Improvements Projects	\$2,761,225	\$690,306.25	\$483,214.38
Chatham	Chatham Queen Anne Pumping Station Upgrade 2021 PE	\$2,818,173	\$704,543.25	\$448,908.65
Chatham	Chatham Stormwater Improvement Projects - 2021	\$3,598,348	\$899,587	\$629,710.90
Mashpee	Mashpee WRRF and Collection System - Phase 1	\$53,958,000	\$13,489,500	\$9,097,900
	Totals	\$83,061,922	\$20,765,480.50	\$13,794,292.73

Modified Contingent Commitments for 2022 Intended Use Plan Projects

Town	Description	IUP Cost	Contingent Subsidy at 25%	Subsidy with Remaining Payouts Reduced to 10%
Barnstable	Wastewater Pump Station Replacement Project	\$5,540,000	\$1,385,000	\$761,750
Chatham	Chatham Stage Harbor (1C-5/1E-2) Sewer Extension	\$11,010,500	\$2,752,625	\$1,513,943.75
Chatham	Chatham Mill Pond Pumping Station Upgrade 2022	\$2,268,000	\$567,000	\$311,850
Falmouth	Falmouth WWTF TASA Improvements	\$20,000,000	\$5,000,000	\$2,750,000
Orleans	Meetinghouse Pond Area Collection System and PS	\$32,906,000	\$8,226,500	\$4,524,575
	Totals	\$71,724,000	\$17,931,125	\$9,862,118.75

Contingent Commitments for 2023 Intended Use Plan Projects

Town	Description	IUP Cost	Contingent Subsidy
Barnstable	Sewer Extension and Vacuum Sewer Removal	\$1,120,000	\$280,000
Barnstable	2023 Wastewater Pump Station improvements	\$3,320,000	\$830,000
Barnstable	Park City Wind Route Sewer Expansion	\$30,900,000	\$7,725,000
Barnstable	FY24-25 BWPCF Improvements	\$6,121,800	\$1,530,450
Chatham	WPCF Sludge Processing Upgrades	\$5,000,000	\$1,250,000
Harwich	Harwich Rt 28 Sewer Construction Project	\$8,099,590	\$2,024,897.50
Harwich	Harwich Phase 3 Sewer Extension	\$41,900,410	\$10,475,102.50
Mashpee	Phase 1 Mashpee Treatment and Collection System	\$12,000,000	\$3,000,000
Wellfleet	Enhanced I&A Septic System Program	\$3,000,000	\$750,000
Wellfleet	95 Lawrence Wastewater Treatment and Collection System	\$6,309,000	\$1,577,250
Yarmouth	Phase I – WRRF and Collection System	\$50,000,000	\$12,500,000
	Totals	\$167,770,800	\$41,942,700

Pre-Existing Debt

Consistent with the provision in M.G.L. Chapter 29C, Section 19, certain Cape Cod and Islands communities are eligible for subsidies for debt incurred for water pollution abatement projects apart from the Clean Water Trust prior to the establishment of the CCIWPF.

At their meeting on January 11, 2022, the CCIWPF Board voted to approve final subsidies to qualified and eligible town projects for verified pre-existing debt in the towns of Barnstable, Chatham, Falmouth, and Provincetown in the amounts of:

Town	Eligible Pre-Existing Debt	Total Subsidy
Provincetown	\$11,729,661	\$2,932,415
Barnstable	\$4,842,300	\$1,210,575
Chatham	\$21,391,410	\$5,347,853
Falmouth	\$7,675,200	\$1,918,800
Totals	\$45,638,571	\$11,409,643

The CCIWPF Board also voted to approve additional subsidies for authorized debt and debt that was not issued as of April 14, 2021 in the amounts of \$1,478,010 for Provincetown, pending loan issuance and closure, and \$803,750 for Chatham, as show below:

Town	Amount	Status	Total Subsidy
Provincetown	\$1,651,000	Pending Loan Closure	\$1,478,010
	\$2,486,000	Pending Loan Closure	
	\$1,775,041	Pending Issuance	
Chatham	\$1,850,000	Closed 5/27/2021	\$803,750
	\$235,000	Closed 5/27/2021	
	\$1,130,000	Closed 5/27/2021	

Consistent with the CCIWPF Board votes referenced above, the Commission requested that Year 2 (2023) payments be made to communities awarded subsidies for pre-existing debt on June 15, 2023.

Water Quality Monitoring

Pursuant to M.G.L. c. 29C §§ 19-20, the Management Board may use up to 10% of annual CCIWPF revenue to monitor the water quality and watersheds of areas in the coastal waterways of Barnstable, Dukes, and Nantucket counties, including to evaluate and report on the efficacy of adaptive management measures to reduce nitrogen pollution undertaken pursuant to an area wide wastewater management plan (or equivalent plan), and to support further assessment of water quality monitoring to further refine an area wide wastewater management plan, subject to a memorandum of understanding with the Massachusetts Department of Environmental Protection (MassDEP).

Under its authority, on September 6, 2023, the Management Board executed a Memorandum of Agreement (MOA) with MassDEP regarding funding in support of water quality evaluation, monitoring, or assessment in the waters surrounding Cape Cod and the Islands. The MOA includes a project funding payment of \$325,000 from the Fund to MassDEP to support this work.

A contract with the Center for Coastal Studies (CCS) was executed on October 11, 2023 in the amount of \$324,810 to provide water quality monitoring through July 31, 2024. Of the 284 total stations monitored in the region, 150 of those are monitored by CCS or their partners at the Buzzards Bay Coalition under contract with CCS, and 29 sentinel stations are monitored under that effort.

Administrative Expenses

The Cape Cod Commission is charged with providing administrative and technical support to the Board. On behalf of the Management Board, the Commission contracts with consultants to provide

additional financial and legal support, as necessary and requested by the Board. Costs associated with this support from January 2023 through December 2023 total \$69,802.15, as detailed below. At their August 15, 2023 and January 10, 2024 meetings, the Board voted to reimburse the Commission for these expenses.

Expenditures	Amount
Cape Cod Commission Personnel	
Salaries, including fringe benefits and indirect costs	\$37,659.65
Contractual Services	
Pierce Atwood – legal	\$3,805.00
PFM Financial Advisors	\$28,337.50
Total Expenditures	\$69,802.15

5-Year Revenue Projections

The Board, through Barnstable County through the Cape Cod Commission, contracted with PFM Financial Advisors to provide advisory services relative to subsidy allocations and revenue projections. In consultation with the Board and based on their expertise in forecasting and financial modeling, PFM Financial Advisors developed the following 5-year revenue projections.

	2023 Actual	2024	2025	2026	2027	2028
Revenue	\$20,617,183	\$21,551,270	\$22,101,820	\$22,598,463	\$23,182,533	\$23,749,462
Revenue Growth	3.8%	4.5%	2.6%	2.2%	2.6%	2.4%

In summary, the Cape Cod and Islands Water Protection Fund receipts through November 2023 totaled \$81,873,218.21. In 2023, the CCIWPF Board voted to award subsidies for 11 projects, the total cost of which equals \$167,770,800. The amount transferred from the CCIWPF in 2023 for project subsidies totaled \$22,597,849.43. With the addition of fund investment income totaling \$2,790,795.23, the balance of the fund at the end of the calendar year 2023 was \$30,087,881.00.

In June 2023, the Cape Cod and Islands Water Protection Fund Management Board sent a letter to Governor Healey articulating the critical need for additional revenue to the Fund to maintain the 25% subsidy (attached). While revenues have been largely consistent with projections, local commitments to project implementation and eligible project costs have exceeded expectations. While the 2024 IUP has not yet been finalized, the draft includes more than \$248 million in Cape projects. Given the trajectory of project costs and projects anticipated to advance in the coming years, it is expected that annual project costs will continue to exceed assumptions, compromising the ability of the Management Board to provide a 25% subsidy moving forward.

Town of Brewster Cape Cod Sea Camps Planning

Join us for our Fourth Community Forum!

Date: Thursday, February 15th 2024

Time: 6-8 pm

Location: Virtual on Zoom

Zoom Link: <https://us02web.zoom.us/j/87558718803?pwd=ZEIGRmVNNjRoZWVYZkxPYjFMdGQvQT09>

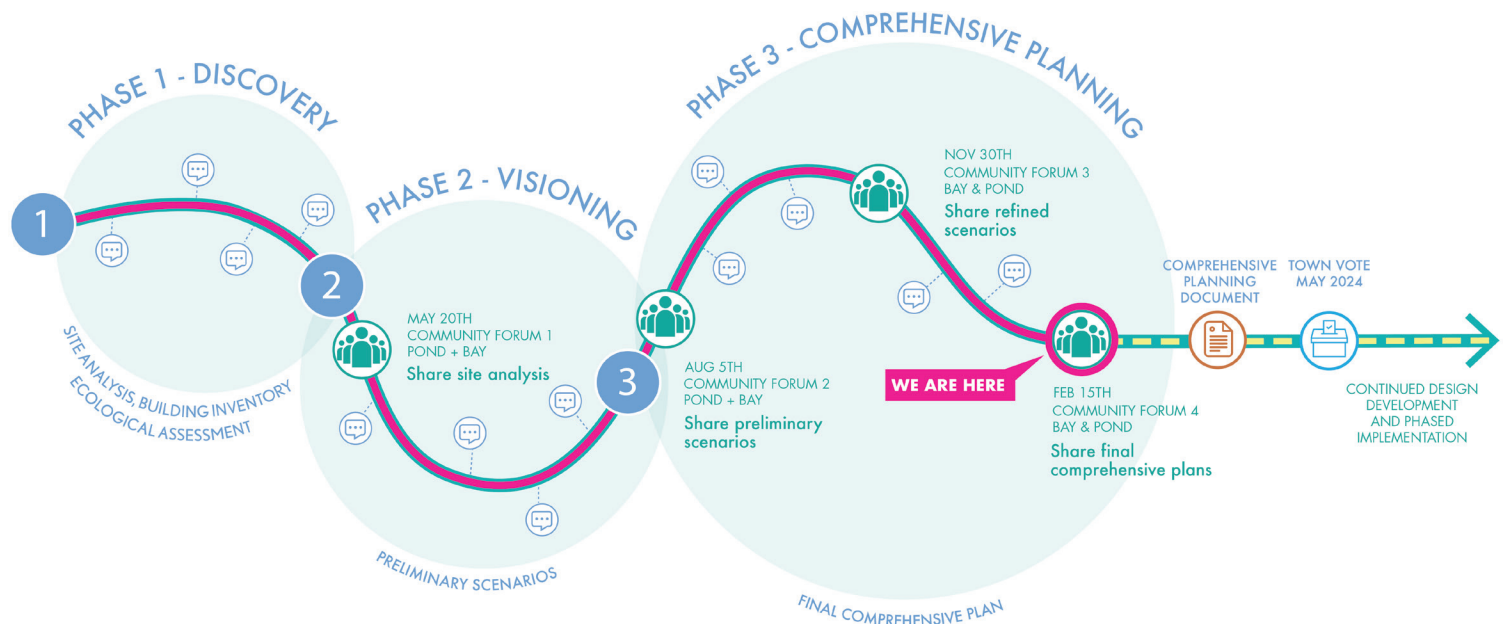
Zoom link and more information can also be found on the Town's website: <https://www.brewster-ma.gov>

Community Forum #4 will be a virtual community meeting that shares the final plans for the Bay and Pond properties. These plans have been informed by community feedback received through our previous Community Forums, surveys, and emailed feedback, as well as the Town's Vision Plan and long-term goals.

The majority of the virtual forum will be a presentation by the Design Team and Town Staff to explain the final plans for both Properties and the strategy for their phased implementation. The final 30 minutes of the forum will be a question and answer session, where residents will be invited to ask questions about the plans.



Where we are in the process:



Community Forum

Identify your priorities with the planning team



Committee Meetings

Tune in to public meetings where community representatives workshop ideas with the planning team



Comprehensive Planning Document

See the vision for the future of the Sea Camp Properties



Town Vote

Vote to approve the comprehensive plans at the Spring 2024 Town Meeting

This forum will be followed by additional informational sessions hosted by Town Staff, leading up to the final vote to approve the comprehensive plans at Town Meeting in May, 2024.

For more details about the long-term planning process, information on Bay Property and Pond Property Planning Committee meetings and interim activities at both properties, please visit the project page, <https://www.brewster-ma.gov/cape-cod-sea-camps-properties>. To provide feedback to one of the committees, please email us at bppc@brewster-ma.gov (Bay property) or pppc@brewster-ma.gov (Pond property).



BEACH AT POND PROPERTY



MAIN DRIVE AT BAY PROPERTY

Consent Agenda Cover Page

a. Approval of Meeting Minutes: January 8, 2024

Draft minutes from the Select Board meeting on January 8, 2024, have been submitted for review and approval.

Administrative Recommendation:

We recommend the Select Board approve the meeting minutes as presented.

b. Facility Use Applications and Fee Waiver Requests: Brewster Department of Natural Resources and AARP Foundation Tax Aide Program

The Brewster Natural Resources Department requests use of Drummer Boy Park fields to host the annual Brewster Conservation Day on Saturday July 13, 2024, with set up on Friday July 12. The event will be from 7:30am until 3pm, with educational exhibits and demonstrations for the expected 800-1,000 guests throughout the day and up to 300 at one time. Additionally, the request is to waive the fees associated with this application, which totals \$750 (\$300 for the Friday set up, \$400 for Saturday's event and \$50 for electrical use). Department Heads have had the opportunity to review the application, feedback includes:

- Health Department – if food is involved, the applicant will need to follow-up with them for pertinent food permitting.
- Police Department – a detail officer was hired last year for this event, DNR should contact the department at least two weeks prior to the event.
- Building Department- any single tent exceeding 400 sq ft. requires a tent permit application, this includes smaller tents conjoined to create a larger unit exceeding 400 sq ft.
- Fire Department:
 - All tents shall have a permanently affixed label indicating appropriate fire-retardant ratings.
 - Multiple tents placed side by side shall have a 12 ft. fire break clearance on all sides for every 700 square feet of tent (Ex. When seven 10' x 10' (or greater) tents are placed side by side there shall be a 12' break every 700' or less dependent on size of tent.
 - Parked vehicles or internal combustion engines such as generators shall not be located closer than 20 feet to any tent or membrane structure 400 sq ft or more and/or multiple tents placed side by side with an aggregate area of 700 sq ft. For the purpose of determining required distance, support ropes and guy wires shall be considered as part of the temporary membrane structure or tents.
 - Access to field vendors by fire department vehicles shall not be blocked. All lanes in between tents shall be no less than 12' in width.
 - No parking on interior roads shall be permitted.
- Town Administration:
 - A Police detail should be scheduled; please consult with Police Department.
 - They will need to provide port-a-johns for the event.
 - They should ask their vendors to be responsible for their own trash removal.

- Any serving of food/food vendors needs to be permitted through the Board of Health. They may also need a Hawker and Peddlers through the Select Board.
- No vehicles are to transverse across the paved walking paths.
- They need to work with facilities regarding water and electric usage.
- The sale of single use plastic bottled water is prohibited on town property.

The AARP Foundation would like to use Room C at Town Hall for tax return preparation for residents. This program will run on Wednesdays from February 7, 2024, until April 10, 2024, from 8:30am until 4pm. The program expects to have up to 15 people in the room at one time and will assist 150 people during the length of the program. This organization is also requesting a waiver of rental fees for meeting room C, the total requested waiver amount is \$500. There are no concerns from Department Heads about this application.

Administrative Recommendation:

We recommend that the Select Board approve both applications and fee waiver requests.

c. One Day Entertainment License: Crosby Mansion

A wedding has been scheduled at Crosby Mansion on Saturday September 7, 2024, and Alexandria Paine is requesting a One Day Entertainment License for both outside and indoor music from 4pm until 9pm. The outdoor music will consist of a harpist for ceremony music which will be acoustic. Indoor music will consist of a harpist for cocktail hour and a live band from 7pm – 9pm. Indoor music will be amplified. They expect up to 120 guests for the wedding. Crosby Mansion Property Manager Richard Archer is organizing the wedding at Crosby Mansion. Department Heads had the opportunity to review the application, there are no concerns, however the Health Department commented that if food is involved, the applicant will need to follow-up with them for pertinent food permitting.

Administrative Recommendation:

We recommend that the Select Board approve the One Day Entertainment License.

d. One Day Liquor License Applications: Brewster Sportsman’s Club and Maplewood at Brewster

The Brewster Sportsman’s Club is requesting a One Day Liquor License for their property at 280 Tubman Road on Saturday January 27 from 12pm – 6pm to host a family birthday party. They expect approximately 30 people to attend and would like to serve beer and wine. The only concern from the Department Head review was from the Health Department. Currently the Brewster Sportsman’s Club has not renewed their 2024 Food Service Permit, food must be provided if liquor will be served. The applicant has been made aware and has contacted the Health Department.

Maplewood at Brewster is requesting to serve wine at their location of 820 Harwich Road for a private professional head shot event on Wednesday January 31, 2024, from 4:30pm – 6:30pm. They expect 25 guests and would like to serve wine. They will also be serving appetizers and desserts. There are no concerns from Department Heads.

Administrative Recommendation:

We recommend that the Select Board conditionally approves the One Day Liquor License for the Brewster Sportsman’s Club pending they have obtained their 2024 Food Service Permit. We recommend the Select Board approve the One Day Liquor License for Maplewood at Brewster.

e. Change of Annual Liquor License Manager: Bow to Stern, LTD., Sean Sullivan

Bow to Stern, LTD. d/b/a Freeman’s Grill received their Annual Liquor License in April 2018, at the time both Sean Sullivan and Zachary Duff held interest in the license as equal partners. Zachary Duff at the time was named Manager and is currently recognized by the Alcoholic Beverages Control Commission (ABCC) as the Manager of Record. Sean Sullivan is requesting to change the manager to himself and is currently the owner of Bow to Stern LTD. If approved the application will be submitted to the ABCC for final approval. The Chief of Police reviewed and there are no concerns.

Administrative Recommendation:

We recommend that the Select Board approve the Change of Manager request.

f. Pass Through Town Permission: Second Summer Cycle, Inc.

The Second Summer Cycle, Inc. will be hosting a cycling event on September 15, 2024. They have requested the use of Brewster Town roads between the hours of 9am and 1pm. The anticipated maximum number of riders is 400, with an estimated 50 bicycles at one time. Department Heads have had the opportunity to review the application, feedback includes:

- Police Department- reminder that the group will need to follow all bicycling rules of the road to include stopping at all stop signs. If they are requesting police details for any portion of their route in Brewster, they should contact the department at least two weeks prior to the event.
- The Fire Department has reviewed the medical resources that will be provided and has no concerns with the plan.

Administrative Recommendation:

We recommend that the Select Board approve the Pass-Through Town Event.

g. Department of Public Works Cemetery Plot Resale Request

The DPW has received a request to repurchase two plots in Brewster Memorial Cemetery. The plots were originally purchased in September 2000 in the amount of \$375. The resale process requires Select Board approval and signature.

Administrative Recommendation:

We recommend the Select Board approve the plot resale request.

h. Annual Owner Certification of Deed Restricted Units (Serenity Apartments at Brewster)

Serenity at Brewster is an age 55+ community comprised of 132 studio and one-bedroom apartments. 27 units, 20% of the apartments, are affordable apartments governed by a 2022 Regulatory Agreement between the Town of Brewster, Executive Office of Housing and Livable Communities (EOHLC) and Elevation Financial Group. The Regulatory Agreement states that, annually, the Brewster Select Board shall certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be a Low- and

Moderate-Income Unit and that the Low and Moderate Income Units have been maintained in a manner consistent with the Regulatory Agreement regulations and guidelines.

Administrative Recommendation:

The Housing Office recommends that the Select Board authorize the Chair to sign the enclosed draft letter to EOHLC certifying that the Town has received the Developer Annual Certification Compliance Report and that the Low and Moderate Income Units continue to be Low to Moderate Units as required in the Regulatory Agreement and have been maintained in a manner consistent with the Regulations and Guidelines of the Regulatory Agreement.

i. Brewster Historical Society Request for Approval of Cobb House Exterior Improvements Per Historic Preservation Restriction Agreement

The Cobb House has a historic preservation restriction that is held by the Select Board which requires that the Brewster Historical Society obtain approval for certain maintenance and alterations. The Brewster Historical Society will be replacing the clapboards and some of the trim at the Cobb House at an estimated cost of \$20,000 per side. They will also be replacing the shutters with new period correct shutters.

Administrative Recommendation:

We recommend that the Select Board approves the proposed work at the Cobb House.

j. Items Declared as Surplus for Transfer: Brewster Government Television

Suzanne Bryan, Media Services Coordinator, is requesting to declare four Freedom Par Quad-4 lights as surplus for transfer to the Crosby Mansion. There is no need for them in her work requirements.

Administrative Recommendation:

We recommend that the Select Board approves the transfer request.



Town of Brewster

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

Office of:
Select Board
Town Manager

MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: January 8, 2024
TIME: 5:30 PM
PLACE: 2198 Main Street, Room A

Participants: Chair Chatelain, Selectperson Chaffee, Selectperson Whitney, Selectperson Bingham, Town Manager Peter Lombardi, and Assistant Town Manager Donna Kalinick; Council on Aging Board: Sharon Tennstedt, Andrea Nevins, Jay Green, Honey Pivrotto, Jan Crocker; Catilin Coyle (Univ. of Massachusetts Boston), COA Director Elton Cutler, Matt Griffin (Cape Cod Grow Labs)

Remote Participation: Selectperson Hoffmann, Council on Aging member Eva Orman; Chris Taloumis (Haven Center)

Absent: Council on Aging members- Penny Holeman, Laura Usher, and Jill Beardsley

Call to Order and Declaration of a Quorum

Chair Chatelain called the meeting to order at 5:30pm and declared a quorum.

Selectperson Bingham moved to enter executive session. Selectperson Chaffee seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

The Select Board returned to open session at 6:00pm.

Meeting Participation Statement and Recording Statement

Chair Chatelain read both the meeting participation and recording statement.

Presentation of 2023 Council on Aging Needs Assessment and FY24-28 Age-Friendly Community Action Plan (Select Board FY24-25 Strategic Plan Goal CC-2) – Joint Meeting with Council on Aging

Council on Aging Chair Sharon Tennstedt called the meeting to order and declared a quorum of members present.

Dr. Caitlin Coyle, University of Massachusetts Boston Gerontology Institute, shared a PowerPoint on Aging in Brewster: A Community Needs Assessment, this project was commissioned by the Town to identify and plan for the needs, interests, and preferences of older residents of Brewster. The report is meant to support the Council on Aging in planning in the near future. To provide recommendations to support the Town and the COA in responding to the changing demographics and community concerns. Highlights of the presentation included:

- Review of the components of the project which included a demographic profile, interviews, focus groups and a community survey.
- In 2020 about 47% of the population was identified as an older American (aged 60 and older) and is expected to increase to 58% in 2030.



Town of Brewster

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

Office of:
Select Board
Town Manager

- The respondents to the survey were skewed towards the 60+ population, only 6% of the survey respondents were in their 50s. 26% have been in Brewster for less than 10 years. An even distribution of long-term residents and relative newcomers in terms of respondents. An important feature to consider is the respondents indicated it was very important for them to stay in Brewster.
- Top five concerns of the ability to remain in Brewster are:
 - Affordability and cost of living
 - Proximity to amenities
 - Future transportation concerns
 - Need for in-home supports
 - Maintaining health and independence
- Review of type of housing preferred if the resident had to move from their current residence; smaller single-family homes, condominiums, living with family, apartment, ADUs and home sharing.
- Transportation and driving status review, 21% drive with some limitations, 5% do not drive at all (14% of respondents were 80+).
- Mobility and dementia are top concerns for caregiving and accessibility.
- A big aspect for the Town to consider is the importance of physical accessibility when thinking about older adults. Snow removal and yard work were the highest in terms of having help at home.
- Review of the Risk of isolation, about a third responded that they would not know who to contact for help with social services, health services or other municipal services. The frequency of social contact in various ways was asked in the survey. Social communication was prevalent, but actual getting together, only 13% of the sample get together less than 12 times per year. Heard about limited activities in the winter for socializing.
- When asked about Senior Center participation, 61% responded never using the Senior Center. There was a review of what limits people from participation at the Senior Center among non-users.
- Review of what programs that respondents would like to see at the Brewster COA by age group, physical activity was top across the board and there was a trend of intellectual stimulation of lifelong learning.
- Review of the types of services that should be prioritized at the COA, transportation and information/referral of local resources were the top two.

The Brewster Senior Center is a vital resource to the community. There has been documentation overtime that it is not adequate and lacks accessibility, these limitations will continue to restrict the COA's ability to provide impactful programs. Multiple town studies have documented needs related to Brewster's large and growing population of older adults that reinforces that the COA is doing wonderful things and people benefit from them.

In the survey there was a round of questions regarding the Sea Camps property, including how likely it would be that the respondent or someone in their household would use a multigenerational community center. For those under age 80, about half would be very likely and an additional 20-30% would be somewhat likely. Overall people are saying they are very likely to participate. Across age groups only 11-13% say they would be somewhat or very unlikely to use the community center. There was more support for a multigenerational community center with fully integrated space and programming for residents of all



Town of Brewster

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

Office of:
Select Board
Town Manager

ages. The survey inquired about what specifically older adults are looking to use the space for, with the top response being passive recreation (66%), entertainment programming (64%) and active recreation or sports (63%).

Dr. Coyle presented the recommendations for the Town of Brewster consider and shared that the final report will be delivered to the Council on Aging in mid- January.

- Build engagement across age groups, if the COA currently is not able to meet the needs, how to engage additional participants, and how to expand space and engage a broader range of residents and connect those who are homebound.
- Obtain supplementary and accessible transportation.
- Find ways to provide financial support to residents including property tax relief programs and other incentives for volunteers to help offset costs.
- Research housing solutions that address affordability and downsizing needs. Connect residents with local handyperson or home repair services.
- Support caregivers by providing better access to information and offer dementia friendly features.

Selectperson Chaffee thanked Dr. Coyle for giving an important glimpse into the largest segment of Brewster's population. Noting that the Town has significant needs in the largest population in Town and a Senior Center building that is inadequate. Selectperson Bingham said that the COA does a tremendous job with what they have to work with, and we may need to do more advertising for the services we provide. Selectperson Hoffmann added that more work on outreach, marketing and program design should be considered, and the COA does an incredible job.

The Council on Aging Board Chair Tennstedt stated that once the full report is received, the Board will gather their questions and schedule a time to meet with Dr. Coyle. Adding that she believes the COA does a terrific job with limited funds. Ms. Tennstedt hopes that COA Director Elton Cutler will begin to identify areas where the COA is underfunded in order to meet the increasing need of the growing population. Ms. Tennstedt added that Elder Services of the Cape and Islands is an agency that the Board works with to help provide in home services to our residents. Noting that there is currently a worker shortage that is impeding them, with a waitlist of over 700 people. The COA Board will plan a retreat to work on the next strategic plan, they would like to have this completed in June for the start of fiscal year 2025.

Council on Aging member Andrea Nevins motioned to adjourn. Member Crocker seconded the motion. A roll call vote was taken; member Nevins-yes, member Pivrotto-yes, member Green-yes, member Crocker-yes, member Orman-yes, Chair-Tennstedt-yes. The vote was 6-Yes, 0-No.

Update on Status of Local Marijuana Facilities- Cape Cod Grow Lab

Mr. Lombardi noted that Brewster has two local businesses who are permitted to operate and have been open for several months. State legislation regarding marijuana passed about a year ago, since then the Cannabis Control Commission issued new regulations to put more detail on the legislation and the impact to the industry. The new regulations look at the host community agreements that Towns have negotiated with local marijuana companies. Starting in March the Commission will be reviewing the host community



Town of Brewster

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

Office of:
Select Board
Town Manager

agreements to see if they are in compliance with the new legislation and regulations. Regulations would apply retro actively, with Brewster since the summer of 2018. Mr. Lombardi noted that the commission was responsible for developing model language that showed what municipalities would want in the agreements but has not been completed yet. Once drafted the agreement will go through the review process with the State, we expect feedback for provisions negotiated around community impact fees and the extent to which they are enforceable. Mr. Lombardi pointed out a new section in the regulations that looks at equity within the industry. Any requirements that the Town will have to meet will take effect in May. Brewster adopted the 3% local excise tax on marijuana sales, this is not impacted by these regulations. The State has been collecting the tax and recently disbursed the second quarter records to the Town, this information is in the packet. With almost six months' worth of revenues the Haven Center comes in at a little \$30K, Brewster will at least receive the tax revenues moving forward.

Matt Griffin, Head of Cultivation and General Manager of Cape Cod Grow Lab joined the meeting. They received final Commission approval in September and have begun growing crops. Mr. Griffing shared that they are hoping for first crop at the end of February and will be submitting for their Commence operations this month, which will allow them to sell their product to retailers statewide. He shared that everything is working well, the equipment, the facility, and local staff. Cape Cod Grow Labs is planning a job fair in the next couple of months, as they would like to have 10-12 employees. Mr. Griffin invited Board members back to the facility for a visit. Mr. Griffin noted that they would like to offer tours of the facility to the public in the future and will have to plan for this properly.

Public Announcements and Comment

No announcements or comments

Select Board Announcements and Liaison Reports

None

Town Manager's Report

Mr. Lombardi provided the following information:

- The Fair Share amendment was approved by Massachusetts voters in 2022. This imposes a new 4% State tax on incomes over \$1M to be specifically used for education and transportation. Last month the State announced the release of the first distribution of transportation funding to cities/towns, Brewster is receiving an additional \$172K in funding through this program. This is an annual allocation that Brewster will receive, this is supplemental to the States Chapter 90 funding, which we received a little over \$300K. This brings our new annual total of State funding for transportation to almost \$500K. The pavement management plan's goal to maintain level services across Town public ways was a minimum of \$750K per year. We have been incrementally increasing our local contribution to road maintenance and drainage by \$25-\$50K over the past several years. Between the two we are almost at the breakeven point, which is important as we have been focused on the Millstone Road Project but need to make sure we are maintaining the rest of the infrastructure.
- The Town identified remediation of the former shooting range on the Bay property which went out to bid twice this Fall. Brighter Horizons Environmental was awarded the contract at little under



Town of Brewster

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

Office of:
Select Board
Town Manager

\$350K. The project is fully funded with American Rescue Plan Act funds, no taxpayer funds. The work is set to begin in early February and will take about two weeks to complete. Included in the scope of work are the two buildings and the contaminated soil which will be removed, and the site will be returned to its natural condition. This site, in the current draft of the comprehensive plan for the Bay property is to be used as a new Nature Center for Mass Audubon.

- Access to the Pond Property has been a challenge for the past couple of years. This winter the Department of Public Works will be looking to create a small parking area about halfway down the access drive, with parking for at least four cars and up to six. The work is expected to be completed by early Spring, the Town plans on hosting two open house events on the Pond property, Saturday April 6th, and Wednesday April 10th. More information to come.
- The Drummer Boy Park Advisory Committee have been meeting since September reviewing the 2021 Master plan and are working on developing a report for May Town Meeting. In a couple of weeks a survey to solicit community input will be released asking for feedback about suggested uses and improvements to the park.

Consent Agenda

- a. Approval of Meeting Minutes: December 18, 2023
- b. Fee Waiver Request: Department of Public Works
- c. Grant Application: Herring River Watershed Buildout Analysis (DEP Natural Resource Nitrogen Sensitive Area Grant)

Selectperson Hoffmann moved to approve the January 8 Consent Agenda as presented in the packet. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on SEIU Side Letter Agreement

Mr. Lombardi noted that for the past several months the Town has identified areas that an interim agreement would make sense for the Town and employees in this bargaining unit. This side letter agreement is specifically targeted to Department of Public Works employees, a path has been proposed for advancing within the department by obtaining additional licenses and certifications. Also proposed are stipends for the Maintenance Mechanic and Master Mechanic, as they have taken on more in-house services of our fleet, especially the hybrid and electric vehicles. An agreement has been reached on supplemental compensation for these employees to perform these services.

Selectperson Chaffee moved to approve the memorandum agreement between the Town of Brewster and the SEIU Local 888. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.



Town of Brewster

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

Office of:
Select Board
Town Manager

Discuss and Vote on Proposed Updates to Select Board Policy #10

Mr. Lombardi noted that the goal is to bring Select Board policies into compliance with how operations have worked for a number of years, memorialize what we do and provide clarification. For this policy, which was light on details, the Department of Public Works does a great job of maintaining the road shoulder on public ways, and we needed to clarify what they do, how frequently, and the extent to which this applies to private ways or not. The proposed policy was reviewed by Town Administration, the DPW, Planning and public safety.

Selectperson Chaffee moved to approve the policy as recommended. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss Suggested Changes to Nauset Regional School Agreement

The Select Board received a status report at their December 18, 2023, meeting from the Nauset Regional School Committee and Superintendent Clenchy, the goal now is to identify specific changes they would like to see in the new agreement and the process they would like to see the district take regarding the agreement. This topic will also be placed on the January 22, 2024, meeting in which the Board will have received feedback from the Finance Committee. The districts counsel had completed extensive work in redlining the original document and putting forward a series of policy questions, this is included in the packet.

Selectperson Chaffee shared that the most significant concern with the process is that it is very clear that the public have an opportunity to understand the changes or lack of changes and have the opportunity to weigh in. This is a very complex process with financial implications, noting that the burden is on the school committee to make this understandable and clear to residents of all four communities.

Mr. Lombardi noted that the subcommittee who has been working on changes to the agreement had posted a meeting with an agenda item to finalize their recommendations and report back to the full School Committee. This meeting was ultimately cancelled, however there is concern that the process has not been made public as the Select Board had requested.

Selectperson Hoffmann stated that it seems as though the School Committee's counsel has been making changes to align the agreement with the standards of the Department of Elementary and Secondary Education (DESE). Adding that the Board has been very clear that the public needs the opportunity to understand the agreement before it is presented at Town Meeting. As the liaison to the school committee, Selectperson Hoffmann will mention this at the next meeting and would like to give them the benefit of the doubt that they will listen and educate the public before it goes to Town meeting.

Selectperson Bingham stated that she would like to see a percentage limit on the number of school choice students that the school takes in, at around 3%, which is what the State recommends. Mr. Lombardi will check with Town counsel if this can be added into the draft.



Town of Brewster

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

Office of:
Select Board
Town Manager

Selectperson Chaffee suggested that language be included that the chairpersonship of the committee rotate regularly among the four member towns. Mr. Lombardi noted that the school committee's counsel has not introduced policy questions outside the DESE regulation parameters as part of the discussion. There was discussion on how the breakdown of the member towns voting will be distributed, the subcommittee will presumably develop a recommendation and ultimately the school committee will decide. The suggestion from counsel indicates that because of the number of representatives and the weight of their votes is proposed it is required to be adjusted every 5 to 10 years to make sure that voting representation is proportional. There was also a review of the suggestions on how to appoint school committee members, including being appointed instead of being elected and members to be picked from one pool of applicants.

Chair Chatelain expressed his appreciation of the school committee's work on a complicated issue, noting that the process is extremely important and should have been public from the beginning. Chair Chatelain would like to specifically ask for at least one public hearing advertised solely for this purpose and that the final draft be sent to all the districts Select Boards for review prior to final approval by the subcommittee for comment. Additionally, Chair Chatelain would like to see stronger budget controls recommended in the agreement, specifically the 5-year Capital and 5-year budget forecast developed and advertised to the Towns as part of the annual budget process. He believes that there should be stronger language that compels the opening of the agreement on a regular basis. Chair Chatelain stated his concern of the immediate budgetary impact of school choice students. Regarding the tuition agreement, the Board had requested that the Superintendent provide counsel opinion if capital can be allocated to tuition students. Mr. Lombardi will request a copy of the written opinion.

Selectperson Hoffmann requested clarifications from the original letter submitted by the Board back in May:

- Asked for a 3-year rolling average, this is in the draft agreement.
- Understanding the transportation cost and how it is apportioned for member towns and are they transporting charter and choices students? Are we paying for transportation for students who choice in, where the State tells us we don't have to.
- Proportional representation, currently based on student enrollment not by Town population.

Mr. Lombardi noted that for transportation costs, the current agreement apportions this differently than most other regional school districts. We treat apportioning it as an operating cost, which Mr. Lombardi thinks leads Brewster to cover costs associated with transportation of choice students. There needs clarification on this, if it is happening, what is another option in terms of structuring the transportation funding formula.

Mr. Lombardi hopes to have a draft letter for review at the January 22, 2024, Select Board meeting.

Discuss and Vote on Spring 2024 Town Meeting Date

The Stony Brook School is available on both Monday May 6 and Saturday May 11, 2024, to hold the Town Meeting. If the Board elects to have the meeting on Saturday, the Recreation Department requests for it be



Town of Brewster

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

Office of:
Select Board
Town Manager

in early afternoon to avoid scheduling conflict with programming. The comprehensive plans for the Sea Camps will be on the warrant and expect it to generate a lot of interest. The average turnout is around 400 voters, if we plan on a Monday night, we should schedule both Monday and Tuesday to be safe for this Town Meeting.

Selectperson Chaffee moved to hold Spring Town Meeting on Saturday May 11, 2024, in the afternoon. Selectperson Whitney seconded the motion. Selectperson Hoffmann inquired about Nauset Youth Alliance providing childcare on a Saturday. Mr. Lombardi noted that we have worked with the YMCA for past Town Meetings but have not had the discussion with them at this time. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Vote to Open Spring 2024 Town Meeting Warrant

Selectperson Hoffmann moved to open Spring 2024 Town Meeting Warrant. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Review FY24-25 Select Board Strategic Plan & Discuss Key Policy Issues to Prep for Spring 2024 Town Meeting

Mr. Lombardi pointed out that when dealing with a particular issue that ties back to goals on the Strategic Plan, it is highlighted on the agenda and referenced in discussion. This is a helpful process to inform and guide policy for the Select Board. Of the high-level building blocks, a lot of work is currently spent on Sea Camps Planning process and interim uses. Mr. Lombardi noted that the Board has tried to be cognizant of being realistic in terms of organizational capacity and of our residents' interest in all the initiatives and projects.

In the current plan there are two goals that are FY25 specific, the first is developing a guide to doing business in Brewster, something we have been talking about for a couple of years. The other is under Community Character, evaluating the impacts of short-term rentals on the community. Even with everything else going on, this timeline is still realistic, recognizing it is complicated with a lot of different interests and perspectives from our residents and stakeholders.

Chair Chatelain acknowledged that anything that is brought forward to Town Meeting will be competing for space with the biggest project in most of our resident's minds. We need to be careful to set up whatever we are bringing forward for success.

Selectperson Chaffee commented that the process to create the plan was thoughtful and methodical, there is always competing priorities and a lot of policy issues that circulate in the community, nothing that the Town can't address every policy problem every single year. Sea Camps has taken up so much energy and time because it is a huge opportunity for the Town, we need to get the plans right. Selectperson Chaffee is



Town of Brewster

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

Office of:
Select Board
Town Manager

comfortable with the current timeline. There is a great deal of professional work that needs to be done on short-term rentals to see if there are policy solutions that would help to achieve specific policy problems.

Selectperson Bingham inquired about Diversity, Equity, and Inclusion (DEI) under the Community Character building block. Mr. Lombardi noted that the Town has secured state funding for this that needs to be spent in a specific time frame. One the communications plan project is completed, the Board will pivot to the DEI audit, nothing that this will probably be a two fiscal year project.

Selectperson Hoffmann shared that the current timeline makes sense and though there is urgency around short term rentals, she wants the process to be thoughtful and inclusive.

In response to Selectperson Whitney's inquiry about additional positions being added to the budget, Mr. Lombardi shared that there may be some personnel requests in the budget, but it is too early in the process to say for sure. Additionally, there will be information shared at the next Select Board meeting regarding childcare subsidy, which is planned for the upcoming Town Meeting. Mr. Lombardi commented that we have a funding plan that is sustainable and doesn't impact the tax rate. There will be a lot of interest and discussion from residents on this program. As the Board works through the warrant process, information will be shared with voters.

Mr. Lombardi noted that under Open Space, there is a FY24 goal to develop criteria and a process to evaluate potential land acquisitions and consider establishing a municipal land acquisition committee. This may not be a realistic goal for FY24 only and will be taken up in earnest after Town Meeting.

Update on Status of Local Marijuana Facilities- Haven Center

Chris Taloumis shared that he received approval from the Cannabis Control Commission in early July and opened a few days later. They have been operational to date with not traffic issues and things have been building up business wise. Mr. Taloumis noted a bit of a learning curve, as the store is busier than expected, but not as busy as we thought originally back in 2019. Mr. Taloumis will schedule a tour of the facility with the Select Board.

FYIs

None

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

No questions.

Next Meetings

January 22, January 23 (joint with the Bay Property Planning Committee and the Pond Property Planning Committee), and January 31, 2024



Town of Brewster

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

Office of:
Select Board
Town Manager

Adjournment

Selectperson Chaffee moved to adjourn at 8:24pm. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffman-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda items, COA Needs Assessment Presentation, Local Marijuana facilities update, SEUI Side letter agreement, SB Policy 10, Nauset Regional School Agreement, Spring 2024 Town Meeting Date, SB FY24-25 Strategic Plan, FYIs

DRAFT

APPLICATION FOR FACILITY USE

BREWSTER BOARD OF SELECTMEN

2198 MAIN STREET, BREWSTER, MA 02631

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

ORGANIZATION OR GROUP: Town of Brewster

LOCAL SPONSORING ORGANIZATION: Department of Natural Resources

AREA OR FACILITIES NEEDED: Drummer Boy Park

DATE OR DATES REQUESTED: July 12-13

TIME IN: 7:30 TIME OUT: 3:00 (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Brewster Conservation Day

NATURE OF ACTIVITY TO TAKE PLACE: Environmental Education Fair

WILL ADMISSION FEE BE CHARGED? YES _____ NO X AMOUNT _____

NON-PROFIT ORGANIZATION: YES _____ NO _____

IRS # _____ TOTAL NUMBER OF PERSONS EXPECTED 800-1,000

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 300

ANY SPECIAL EQUIPMENT NEEDED?:
No

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

MAILING ADDRESS: 1657 Main Street Brewster, MA 02631

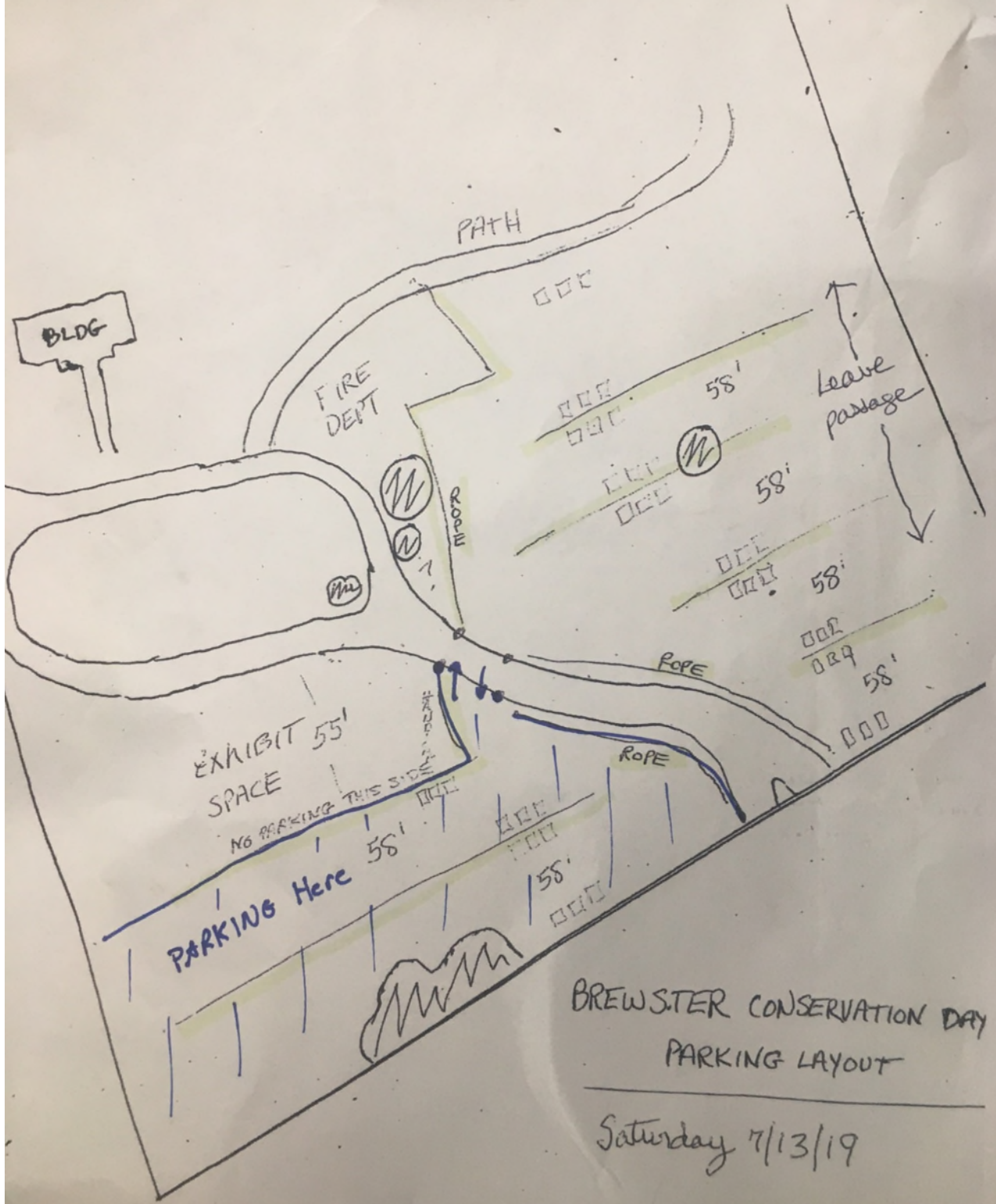
TELEPHONE NUMBER: 508-896-4546

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

Signature: Ryan D Burch

Telephone: 508-896-4546







TOWN OF BREWSTER
DEPARTMENT OF NATURAL RESOURCES

1657 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-4546
SHELLFISH@BREWSTER-MA.GOV

December 27, 2023

Town of Brewster Select Board
2198 Main Street
Brewster, MA
02631

Dear Brewster Select Board,

The Town of Brewster's Department of Natural Resources would like to request the usage fee for Drummer Boy park be waived for the 13th annual Brewster Conservation Day event being held on July 13, 2024. The Department of Natural Resources has been a co-organizer for this event with Brewster Conservation Trust since day one. This is a free event that focuses on environmental education for all ages. Over 45 exhibitors set up interactive stations to help inform visitors about Cape Cod's fragile natural resources. This is become a huge success and we would appreciate your continued support.

Respectfully submitted,

Ryan Burch

APPLICATION FOR FACILITY USE

BREWSTER BOARD OF SELECTMEN

2198 MAIN STREET, BREWSTER, MA 02631

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

ORGANIZATION OR GROUP: AARP Tax Aide

LOCAL SPONSORING ORGANIZATION: AARP

AREA OR FACILITIES NEEDED: Brewster Town Hall

Meeting Room C

DATE OR DATES REQUESTED: 2/7/24 - 4/10/24 (Wednesdays)

TIME IN: 8:30 TIME OUT: 4:00 (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Tax Preparation

NATURE OF ACTIVITY TO TAKE PLACE: Free tax Preparation
and filing service for Brewster Residents

WILL ADMISSION FEE BE CHARGED? YES NO AMOUNT _____

NON-PROFIT ORGANIZATION: YES NO

5 Preparers +

IRS # 94-2312368

TOTAL NUMBER OF PERSONS EXPECTED 12-30 people per
day at different times

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 15

ANY SPECIAL EQUIPMENT NEEDED?:

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

Sharon Marotti

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

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

Signature: Sharon Marotti

Telephone: _____

AARP Foundation[®]

TAX-AIDE

Free tax assistance for those who need it most

██████████
Brewster MA 02631
December 6, 2023

Ms. Donna Kalineck
Assistant Town Administrator
Town of Brewster
1298 Main Street

Brewster MA 02631

Dear Ms. Kalineck

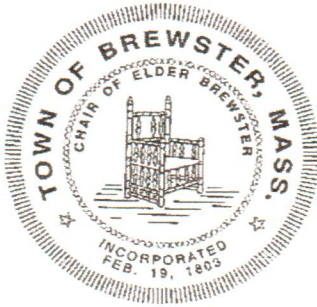
On behalf of AARP Tax Aide, the organization which I volunteer for, I would like to request a waiver of fees for our usage of Meeting Room C to do Income Tax Preparation services for residents of Brewster and other neighboring towns. Our days of Operation are every Wednesday, beginning February 7 and ending April 10th of this year from 8:30 AM to 3:30 PM. Last year in Brewster we prepared and efiled over 120 tax returns.

AARP Tax Aide provides this free service using IRS trained volunteers to anyone who requires it, within our scope of service. These services are also offered at Senior and town centers in Provincetown, Wellfleet, Eastham, Orleans, and Chatham/Harwich on the lower and outer Cape, as well as many other centers throughout the rest of the Cape. Although anyone is welcome, we primarily serve Senior citizens and low to middle income taxpayers. Many Brewster residents have come to rely on our services.

Thank you in advance for your consideration



Sharon Marotti
Administrative Coordinator
AARP Tax Aide District 18



Board of Selectmen
Town Administrator

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

REVISED
R. AMERZ
OCT. 4/23
SUBMITTED

APPLICATION FOR
ONE-DAY ENTERTAINMENT LICENSE

(must be submitted, with application fee, two (2) weeks prior to the date of the event)

Applicant's Name: Alexandria Paine Contact Phone#: [REDACTED]
Applicant's Address: [REDACTED]

Type of Event: Wedding

Location and Address where entertainment will be hosted if different from Applicant's Address:

Crosby Mansion, 163 Crosby Ln, Brewster, MA 02631

Date and hours requested of proposed event:

Day: Sept. 7 2024 Times: 4 pm - 9 pm

Description of Entertainment proposed, please include name of the band or DJ if applicable: 4:30 pm

Ceremony music - harpist katie Lynch koglin (outside) ~10 minutes

Cocktail hour music - harpist katie Lynch koglin (inside) ~5-6 pm

Reception music - band Dirty Waters (inside) ~7-9 pm

Will the entertainment be performed indoors or outside of buildings? inside and outside

Will temporary structures be erected (such as platforms, scaffolds, tents, pavilions, etc.) yes

If so, please describe temp. platform inside for band

If music is proposed, will it be performed live? yes

If music is proposed, will it be acoustic or amplified? acoustic - outside amplified - inside

Number of attendees anticipated over course of event 110

Maximum # at any one time: 120 max

FEE= \$35/day/location

Signature of Applicant:

Alexandria Paine

Date: 9/25/2023

Licensing Authority's Approval:

Notices sent: _____

Fee Paid: _____

Date Approved _____

Signature for Licensing Authority _____



Board of Selectmen
Town Administrator

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

APPLICATION FOR
ONE-DAY LIQUOR LICENSE

(must be submitted with application fee two (2) weeks prior to the date of the event)

Applicant's Name: Brewster Sportsmans Club Phone: [REDACTED]

Applicant's Address: 280 Tubman Road
Brewster, MA 02631

Type of Event: Hogg Family Birthday Party

Location and Address where Liquor will be served if different from Applicant's Address:

Date and hours requested for Licensed Authorization to serve Liquor:

Day: Jan 27, 2024 Times: 12-6pm

Types of Liquor to be served:

Beer and Wine

Will food be provided? No

Number of attendees anticipated? Approx 30

Who will serve the liquor?

Name: Steven Frissora

Address: [REDACTED]

Brewster, MA 02631 TIP Cert# ON-000030026982 EXP:10/4/2026

Contact phone number(s) for Server(s):

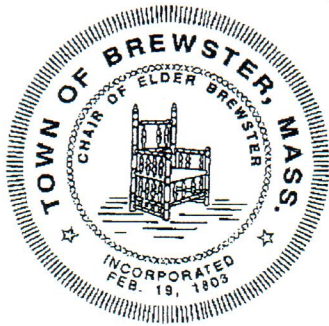
[REDACTED]

FEE= \$35/day/location

Signature of Applicant:  Date: Jan 8, 2024

Signature indicating for Licensing Authority's Approval:

_____ Date _____



Board of Selectmen
Town Administrator

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

APPLICATION FOR
ONE-DAY LIQUOR LICENSE

(must be submitted with application fee two (2) weeks prior to the date of the event)

Applicant's Name: Maplewood at Brewster Phone: 508-776-1203

Applicant's Address: 820 Harwich Rd
Brewster, MA

Type of Event: Private - Professional Head Shot Event

Location and Address where Liquor will be served if different from Applicant's Address:

Name

Date and hours requested for Licensed Authorization to serve Liquor:

Day: 1/31/2024 Times: 4:30 - 6:30

Types of Liquor to be served:

WINE

Will food be provided? yes, heavy (appetizers) desserts

Number of attendees anticipated? 25

Who will serve the liquor?

Name: Culinary team (safe served)

Address: _____

Contact phone number(s) for Server(s):

Culinary director

Anthony Bennett

FEE= \$35/day/location

Signature of Applicant:

Norma Todd Revere Date: 1.11.2024

Director of Business Development

Signature indicating for Licensing Authority's Approval:

_____ Date _____



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150**

**JEAN M. LORIZIO, ESQ.
CHAIRMAN**

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	03995-RS-0134	LICENSEE NAME:	Bow To Stern LTD	CITY/TOWN:	Brewster
--	---------------	-----------------------	------------------	-------------------	----------

APPLICANT INFORMATION

LAST NAME:	Sullivan	FIRST NAME:	Sean	MIDDLE NAME:	Davis
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Hyannis, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5		11
		WEIGHT:	185	EYE COLOR:	Blue
CURRENT ADDRESS:					
CITY/TOWN:	Brewster	STATE:	MA	ZIP:	02631
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Sean Sullivan	APPLICANT/EMPLOYEE SIGNATURE:	
----------------------	---------------	--------------------------------------	--

NOTARY INFORMATION

On this _____ before me, the undersigned notary public, personally appeared _____
(name of document signer), proved to me through satisfactory evidence of identification, which were _____
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	_____ <small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>
----------------------	---

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: af79f3e9-9787-490a-b518-da97fa4c4e08

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Bow To Stern LTD DBA Freemans Grill	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 12/29/2023 12:00:53 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Bow To Stern LTD DBA Freemans Grill

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Sean

Last Name:
Sullivan

Address:
1000 Freemans Way

City:
Brewster

State:
MA

Zip Code:
02631

Email Address:
sean@freemansgrill.com



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

AMENDMENT-Change of Manager

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN **STATE** **ZIP CODE**

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

**Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358**



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

AMENDMENT-Change of Manager **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Bow To Stern LTD DBA Freemans Grill	Brewster MA	03995-RS-0134

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
Sean Sullivan	Owner	sean@freemansgrill.com	[REDACTED]

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Sean Sullivan	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	[REDACTED]				
Email	sean@freemansgrill.com	Phone	[REDACTED]		
Please indicate how many hours per week you intend to be on the licensed premises	70	Last-Approved License Manager	Zachary Duff		

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be U.S. citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
5/1/2004	5/18/2017	Director of Rooms	Ocean Edge Resort & Golf Club	Bryan Webb/Robert Newman

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature		Date	12/29/2023
---------------------	--	------	------------

APPLICANT'S STATEMENT


I, Sean Sullivan the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Bow To Stern LTD DBA Freemans Grill
Name of the Entity/Corporation

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

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

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

Signature:



Date:

12/29/2023

Title:

Owner

ENTITY VOTE

The Board of Directors or LLC Managers of Entity Name
duly voted to apply to the Licensing Authority of and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

“VOTED: To authorize Name of Person

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

“VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,


Corporate Officer / LLC Manager Signature

Sean Sullivan
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Business Entity Summary

ID Number: 001302049

[Request certificate](#)

[New search](#)

Summary for: BOW TO STERN, LTD.

The exact name of the Domestic Profit Corporation: BOW TO STERN, LTD.

Entity type: Domestic Profit Corporation

Identification Number: 001302049

Date of Organization in Massachusetts: 01-01-2018

Date of Revival: 04-27-2022

Date of Involuntary Dissolution by Court Order or by the SOC: 12-31-2021

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 1000 FREEMAN'S WAY

City or town, State, Zip code, Country: BREWSTER, MA 02631 USA

The name and address of the Registered Agent:

Name: SEAN SULLIVAN

Address: 1000 FREEMANS WAY

City or town, State, Zip code, Country: BREWSTER, MA 02631 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	SEAN SULLIVAN	98 SHEFFIELD RD. BREWSTER, MA 02631 USA
PRESIDENT	SEAN SULLIVAN	98 SHEFFIELD RD. BREWSTER, MA 02631 USA
TREASURER	SEAN SULLIVAN	98 SHEFFIELD RD BREWSTER, MA 02631 USA
SECRETARY	SEAN SULLIVAN	98 SHEFFIELD RD. BREWSTER, MA 02631 USA
DIRECTOR	SEAN SULLIVAN	98 SHEFFIELD RD. BREWSTER, MA 02631 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$0	10,000	\$0	

Consent

Confidential Data

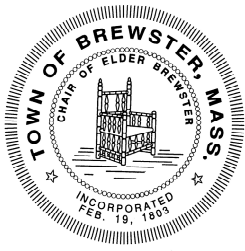
Merger Allowed

Manufacturing

View filings for this business entity:

ALL FILINGS

- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Charter Surrender



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

Office of:
Select Board
Town Administration

EVENT NOTIFICATION FORM

Application must be submitted ***at least four (4) weeks prior*** to the date of the event.

APPLICANT INFORMATION

Applicant Name: _____ Phone #: _____

Applicant Address: _____

Business Name: _____ Email: _____

EVENT INFORMATION

Type of Event: _____

Location of Event: _____

Date and Hours requested of proposed event: Date(s): _____ Times: _____

Maximum # of guests anticipated: _____ Estimated # of vehicles/bicycles at one time: _____

Is this event open to the public: Yes _____ No _____

ADDITIONAL DETAILS

Will food be offered/provided at the event? Yes _____ No _____

If yes, applicant must obtain a food service permit from the Health Dept.

Will any road closures be required for the event? Yes _____ No _____

Please provide a summary of the event:

Event Requirements:

- Submit with application a traffic management plan when the roadway is occupied and for all detours associated with event.
- Notify the local and/or State Police to set up a detour of the roadways with appropriate signs and barricades.
- Notify the Brewster Fire Department of the detour to ensure that measures will be taken to minimize disruption to the Fire Department’s emergency services during the event.
- Notify local media (newspapers, radio, etc.) of the proposed event.
- The Select Board has full authority to condition the proposed event.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.

Applicant Signature: _____ Date: _____

Signature on the application attest that the application understands and accepts procedural conditions and permits the Town to conduct site visits to the property.

Additional Signatures that may be required:

Brewster Police Department:

Signature: _____

Title: _____

Date: _____

Brewster Fire Department:

Signature: _____

Title: _____

Date: _____

Brewster Select Board:

Signature: _____

Title: _____

Date: _____

State Police Department:

Signature: _____

Title: _____

Date: _____

The Select Board will provide both the Police Department and the Fire Department at least 48 hours advance notice before the commencement of the proposed work or event.

Office Use Only:

Notices Sent: _____

Meeting Date: _____

Date Approved: _____

Second Summer Cycle

A Charity Ride

What:

An exciting new event. A ride covering 10 of the 15 towns on Cape Cod benefitting more than 20 non-profits on Cape Cod. Three distances in the event. A Century, A Metric Century Plus, and a 30 mile Plus. With a major celebration at Motta Field. As part of your registration fee you will receive \$30 in tickets to be used at least at 4 different food trucks (your choice). Barnstable Brewing will be there for those that want a cool beverage after, with Second Summer Cycle Cans as memorabilia.

You don't want to miss it!!!

When: September 17, 2023

Where:

The Century starts in Mashpee, The Metric Century in Sandwich and the 30 Mile Plus in Orleans. All of the rides end in Provincetown at Motta Field. With a major celebration at Motta Field. As part of your registration fee you will receive \$30 in tickets to be used at least 4 different food trucks. Barnstable Brewing will be there for those that want a cool beverage after, with Second Cycle Cans as memorabilia.

Links for the ride's maps are as follows:

- Century: <https://ridewithgps.com/routes/41630782>
- Metric Century: <https://ridewithgps.com/routes/41630632>
- 30 Mile Plus: <https://ridewithgps.com/routes/41645332>

The Century and the Metric Century offer a version that allows you to take the Rail Trail for part of the ride.

- Century with Rail Trail option: <https://ridewithgps.com/routes/41630820>
- Metric Century with Rail Trail option: <https://ridewithgps.com/routes/41630905>

There is also going to be a fast group of up to 50 riders who can average 20 miles per hour that will do the Century. They Will start 10 minutes before the main group of riders for the Century.

By Whom:

Put on by the Cape Cod Chamber of Commerce, it is to become their signature event, with We Can and Golden Summer Enterprises.

The goal is to provide the safest most enjoyable ride on Cape Cod.

Benefits: All monies raised by the riders will be paid directly to the beneficiaries. Riders are expected to raise \$250.00 each, each team is expected to raise \$5,000.00.

Teams: We Can, Youth Athletic Foundation (YAF), Cotuit Center for the Arts, YMCA

Pricing:

- Century Fast Group: \$170.00 until April 1, then \$180.00
- Century: \$120.00 until April 1, then \$130.00
- Metric Century: \$90.00 until April 1, then \$100.00
- 30 Mile Ride: \$60.00 until April 1, then \$70.00

Return to the starts:

Bus transportation will be provided back to the starts along with trailers for your bikes. If you wish you can have someone meet you at the finish and they can buy tickets to be used at the Motta Field and join you in the celebration.

Water and food stops:

There will be water and food stops every fifteen miles or so.

Marshalls:

We will have Marshalls at every turn.

Support services:

We will have bicycle shops providing Sag services along the whole course.

Motorcycle Patrol:

We will have motor cyclists patrolling the whole course.

Medical Support:

We will have medical support at all water stops.

Come join us for a great ride, a great day and great fun. A good friend of mine says it is worth training for, beautiful scenery, a great route, a great after party and benefits a lot of great non-profits. A must do.



Department of Public Works

201 Run Hill Road
Brewster, Massachusetts 02631-1898
Tel (508) 896-3212

Griffin Ryder, Superintendent

James Jones, Foreman

Memo

To: Brewster Select Board

From: Department of Public Works

Date: January 17, 2024

RE: Cemetery Resale of (2) plots in Pine Grove Cemetery; Plots 83 A & B

Department of Public Works has received a request from Ms. Joan Conant requesting the Town of Brewster repurchase (2) plot in Brewster Memorial Cemetery. These plots were originally purchased September 11, 2000 in the amount of \$375.00

The Cemetery Commission along with the Town Administrator authorized on their May 23, 2013 meeting that all cemetery re-sales with an original purchase date prior to April 11, 2011 would not be assessed an administration fee.

Please find enclosed a copy of the original deed and resale document that requires Select Board signatures, and letter and documentation on behalf of plot owner.

RESALE TO THE TOWN OF BREWSTER

KNOW ALL MEN BY THESE PRESENTS that;

Ms. Joan Conant of 421 Squire Pope Road, Apt. 329, Hilton Head, SC 29926, in consideration of Three Hundred Seventy Five Dollars (\$375.00), paid by THE TOWN OF BREWSTER the receipt whereof is hereby acknowledged hereby grants and conveys to the said THE TOWN OF BREWSTER the sole and exclusive right of burial in, and of erecting tombs and other monuments or flush markers, on a certain lot of land in the Brewster Town Cemetery; so called **Pine Grove Cemetery**, situated in said Town of Brewster, off Foster Road and being known as **Plots 83 A & B** on a Plan of said cemetery entitled:

“Plan of Town Owned Cemetery, Brewster, Mass., Scale 1”=20’,
Dec. 1967, Nickerson & Berger, Civil Engineers, Eastham & Chatham, Mass.,
Being Land shown on Land Court Plan Plan 16887-A.”

To have and to hold the above granted easements unto the said Town of Brewster, his heirs and assigns forever subject to all laws and ordinances and to the By-Laws and the Rules and Regulations of the Grantor, now or hereafter in force, and to such conditions and restrictions as the Cemetery Commissioners may impose on the said lots, and for any breach thereof the grantor may enter upon said lot and, at the expense of the grantee, may remove any structure, plant or thing in violation thereof, and do whatever else may be necessary or reasonable.

For further consideration of the sum of Three Hundred Dollars (\$300.00) to it paid, the grantor through the Cemetery Commissioners, agrees to forever keep the said lot in suitable condition and preservation, and to otherwise keep the said lot in good condition, so far as the income from its Perpetual Care Trust Fund will permit having regard to the total requirements upon the income of said fund and unless otherwise prevented by an act of God or other forces of cause its control.

In witness whereof the Town of Brewster has caused its corporate seal to be hereto affixed and these presents signed in its name and behalf by its Board of Selectmen.
This, the 22nd day of January 2024.

Town Clerk

Town of Brewster Select Board

January 4, 2024

Town Of Brester

Department of Public Works

201 Run Hill Road

Brewster, Massachusetts, 02631

By email

Dear Emily,

As we discussed on the phone yesterday, A. Robert Conant passed away in August of 2023. His spouse, Joan Conant, has decided she wants to sell Pine Grove Cemetery Plots 83 A and B back to the Town of Brewster. We, the undersigned, have Power of Attorney for Mrs. Conant as evidenced by the POA documents attached to this email. I have also included a Certified Copy of the Death Certificate for Mr. Conant.

Please reply to us by email to confirm the documents attached meet your needs to move this process forward. Proceeds should be sent to Mrs. Conant's home address which is:

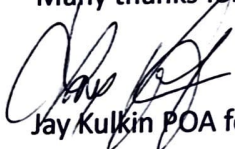
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Many thanks for your help with this

 POA
Jay Kulkin POA for Joan Conant

 (POA)
Charlotte Kulkin POA for Joan Conant

Email attachments:

Death Certificate for A Robert Conant

POA Documents

STATE OF South Carolina

Beaufort COUNTY

Durable Power of Attorney of Joan E. Conant

KNOW ALL MEN BY THESE PRESENTS, that I, JOAN E. CONANT, have made, constituted and appointed, and by these presents do make, constitute and appoint my daughter, CHARLOTTE VIRGINIA KULKIN, and my son-in-law, JAY MARTIN KULKIN, to act jointly, or the survivor of them alone, as my true and lawful attorneys-in-fact (my "Agent").

A. Revocation of Prior Powers of Attorney. By execution of this power of attorney, I hereby revoke any power of attorney which I have previously given covering the authority and powers granted in this instrument, without prejudice, however, to anything lawfully done or caused to be done under any power of attorney previously given.

B. Successor Agents. If both CHARLOTTE VIRGINIA KULKIN and JAY MARTIN KULKIN shall fail or cease to act as my Agent by reason of death, incapacity or resignation, then I appoint my daughter, JANE RUTH WEINSTEIN, to act as my true and lawful Agent. If JANE RUTH WEINSTEIN shall fail or cease to act as my Agent by reason of death, incapacity or resignation, then I appoint my son, ROGER WAYLAND CONANT, to act as my true and lawful Agent. If ROGER WAYLAND CONANT shall fail or cease to act as my Agent by reason of death, incapacity or resignation, then I appoint my son, WILLIAM ROBERT CONANT, to act as my true and lawful Agent. The resignation of an Agent may be evidenced by an instrument in writing delivered to any then serving or successor Agent above named. The incapacity of an Agent may be determined by a written statement of a licensed physician delivered to any then serving or successor Agent above named.

C. Authority. My Agent shall have the authority to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

1. To buy, sell, exchange, pledge, lease, deal in, or by any other means whatsoever acquire or dispose of any or all tangible and intangible personal property, which I now or may hereafter own.

2. To assign and transfer upon the books of any government, corporation, association or company any stocks, bonds or other securities which are now or may hereafter be registered in my name.

3. To vote in person or by proxy at corporate or other meetings and to effect, participate in or consent to any reorganization, merger, dissolution, voting trust or other action affecting any securities which I now or may hereafter own, or the issuers thereof, and to make payments in connection therewith; to conduct or participate in any lawful business of whatsoever nature for me and in my name; to execute partnership or operating agreements and amendments thereto; to elect or employ officers, directors and agents; and to carry out any provisions of any agreement for the sale of any business interest or stock therein; and to execute any and all documents in furtherance of any of the foregoing, whether or not such documents include representations, warranties, and covenants binding upon me.
4. To enter into, perform, modify, extend, cancel, compromise, or otherwise act with respect to any contract of any sort whatsoever.
5. To procure insurance against any and all risks affecting property and persons, and against liability, damage or claim of any sort; to alter, amend, extend or cancel any contract of insurance.
6. To borrow money in such amounts, for such periods and upon such terms as my Agent shall deem proper and to secure any loan by the mortgage or pledge of any property.
7. To pay any amount that may be owing at any time by me upon any contract, instrument or claim, to deliver or convey any tangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.
8. To make, execute and deliver, cancel, modify, buy, sell, exchange, pledge, endorse or otherwise acquire or dispose of any instrument.
9. With respect to any account in my name or in any other name for my benefit with any broker, bank, banker, or trust company, to make deposits therein and withdrawals therefrom whether by check or otherwise, and to open, to continue and to close such account or any similar account.
10. To receive payment of any debt, instrument, or sum of money, to receive payment of dividends, interest and principal, and to give receipt, release and acquittance therefor.
11. To buy, sell, exchange, mortgage, encumber, lease, or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties; to partition real property; to manage real property, and to repair, alter, renovate, improve, remodel, erect, or tear down any building or other structure or part thereof.
12. To file plans for the erection of any new building on any real property or for the alteration, renovation, improvement or remodeling of any building thereon, and in connection therewith to file such applications, certificates or other documents, and do such other acts as may be requested or required by any government or other authority having or purporting to have jurisdiction.

13. To make, execute and deliver, or to receive or obtain, any lease, indenture of lease or contract for lease of any real property and any assignment of lease or indenture of lease and consent to the assignment thereof, for such periods of time and with such provision for renewals, conditions, agreements, and covenants as my Agent shall deem proper; and to amend, extend, modify or cancel any of the terms, covenants or conditions, including covenants to pay rent, of any lease, indenture of lease and contract to lease, whether heretofore or hereafter made, and to cancel, surrender and accept the surrender of any lease, indenture of lease, and contract to lease.

14. To purchase or otherwise acquire any bond or mortgage; to assign, transfer, modify, extend or satisfy any bond or mortgage now or hereafter held by me or in which I have any interest, upon such terms as my Agent shall deem proper and whether said bond or mortgage shall have matured or not; to release and discharge from the lien of any mortgage now or hereafter held by me all or any part of any mortgaged premises; to foreclose any mortgage, pledge, or other lien, secured either by real property or by tangible or intangible personal property, and to bid in or purchase in my Agent's or my name or that of a nominee any property so foreclosed.

15. To take any and all proceedings at law or otherwise to dispossess tenants of any real property for nonpayment of rent or other cause, and to re-enter any such property; to protect or enforce any right or claim with respect to any real property.

16. To invest and from time to time to change the investment of any money or other property, without any restriction whatsoever as to the kind of the investment.

17. To receive any legacy, bequest, devise, gift or transfer of real property or of tangible or intangible personal property and to give full receipt and acquittance therefor; to approve accounts of any business, estate, trust, partnership or other transaction whatsoever in which I may have any interest of any nature whatsoever, and to enter into any compromise and release in regard thereto.

18. To employ accountants, attorneys-at-law, clerks, workmen, domestic servants, agents, and others, and to remove them and to appoint others in their place, and to pay and allow to them such salaries, wages or other remuneration as my Agent shall deem proper.

19. To apply for and obtain patents, copyrights, trademarks and any other sort of protection for rights in property from any government; to purchase or otherwise acquire, to sell, assign and transfer or otherwise dispose of the same, to grant or acquire licenses and royalty rights or contracts for the use of the same, and to make or receive payments in connection therewith.

20. To assert, defend, compromise, acquire or dispose of or otherwise deal with any claim, either alone or in conjunction with other persons, relating to me or any property of mine or any other person, or any government, or any estate of a deceased or an incompetent person, or any trust whether created by Will of a deceased person or instrument of a living person, or property of whatsoever nature; to institute, prosecute, defend, compromise, or otherwise dispose of, and to appear for me in, any proceedings at law or in equity or otherwise

before any tribunal for the enforcement or for the defense of any such claim, and to retain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding.

21. To arbitrate any claim in which I may be in any manner interested, and for that purpose to enter into agreements to arbitrate, and either through counsel or otherwise to carry on such arbitration and perform or enforce any award entered therein.

22. To have access, either alone or in conjunction with any other person, to any safe deposit boxes or vaults now or hereafter rented in my name, and to remove the contents thereof and place property therein; to rent and surrender any safe deposit boxes or vaults now or hereafter in my name.

23. To execute and file ownership certificates or other statements or reports required by any government in regard to bond coupons, interest or other income.

24. To prepare, execute, verify and file in my name and on my behalf any return, amended return, report, protest, declaration of estimated tax, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, application for revision, or petition, including petition to The United States Tax Court, in connection with any tax for any year, and to pay any tax and to obtain any extension of time for any of the foregoing; to receive confidential information; to execute consents extending the statutory period for assessment or collection of any tax; to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in any tax and waivers of notice of disallowance of a claim for credit or refund; to execute closing agreements under Section 7121 of the Internal Revenue Code of 1986, as now or hereafter amended (the "Code") or otherwise and all other documents, instruments and papers relating to any tax liability of mine of any sort; to institute and carry on either through counsel or otherwise any proceeding in connection with contesting any such tax or to recover any tax paid, or to resist any claim for additional tax or any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise or other adjustments or disposition of any tax.

25. To exercise the powers and authority granted hereunder to provide for my health and maintenance in comfort, including without limiting the generality of the foregoing, making expenditures from my funds and property to provide for private medical and nursing care in, and for the maintenance of, any house or apartment owned or rented by me or such other private or public home, other dwelling place or facility as may be selected by my Agent in my Agent's sole discretion, and to obtain the use of medical or other equipment and devices deemed by my Agent necessary for my proper care, custody and control, and to do so without any liability for any neglect or omission with respect to such care, treatment or use of such equipment or devices.

26. To apply for, elect, receive, deposit and utilize for my benefit all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect or dispose of insurance and insurance proceeds for my care, custody and control.

27. To disclaim and/or renounce all or any part of my interest in property passing to me or for my benefit in accordance with Section 2518 of the Code and applicable provisions of South Carolina law and any other applicable State or local law.

28. To make any gifts of property to any persons (including my Agent, but subject to the following proviso) on my behalf within the limits of the gift tax annual exclusion provided by Section 2503(b) of the Code (or twice that amount if my spouse consents to having any such gift considered as made one-half by my said spouse under Code Section 2513), as my Agent may determine to be in my best interest or in the best interest of my estate; provided, however, with respect to any gift made to my Agent, such gift shall not exceed in any particular calendar year: (a) the maximum value of property with respect to which a power of appointment may lapse during such calendar year without such lapse constituting a release of such power within the meaning of Section 2514(e) of the Code, *minus* (b) the cumulative value of property over which one or more powers of appointment held by such Agent during such calendar year have actually lapsed prior to the time of such gift.

29. To make any gifts of property to one or more charitable organizations the contributions to which are deductible under Code Sections 170(c), 642(c) and 2522(a), in an amount not to exceed fifty percent (50%) of my federal adjusted gross income in the year of such charitable gift (it being my intention that no such charitable gift shall exceed the amount that would provide me with the maximum income tax benefit during the calendar year in which the gift is made), as my Agent may determine to be in my best interest or in the best interest of my estate.

30. To make any reports of information of any sort whatsoever to any government as required by law or regulation.

31. To transfer any or all of my assets or any partial interest therein, wherever situated (a) to any revocable trust at any time created by me primarily for my benefit or (b) to a corporate trustee to hold under the terms of its standard "standby" or "combination" trust, provided that such trust is solely for my benefit, may be amended or revoked either by me or by my Agent at any time, and shall provide that at my death all assets then held in such trust shall be delivered to my estate.

32. To establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name.

33. In connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is hereinafter referred to as "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this instrument:

a) To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf.

b) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of my revocable living trust.

c) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise, waive or consent to any and all elections and/or options that I may have regarding the contributions to, investment or administration, of, or distribution or form of benefits under, such Plan.

d) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent; provided, however, that my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change. This limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

e) To receive information pertaining to such Plan.

34. To represent me before the Department of Motor Vehicle Safety, and to apply for original or replacement certificates of title, to transfer title to any motor vehicle and to perform on my behalf any act or thing whatsoever concerning any such motor vehicle in every respect as I could do were I personally present.

35. To access, modify, control, archive, transfer, and delete my digital assets, including, without limitation, my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances. My digital assets may be stored on the cloud or on my own digital devices. My Agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets. This power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

And generally to transact all my business, and to manage all my property, affairs and interests, as fully and completely as I myself might do if personally present; and to do any and all acts and things which my Agent shall deem useful, necessary, or proper in order to do any of the foregoing acts or to carry out any of the foregoing powers.

D. Writings. All conveyances, papers, instruments, documents or writings executed in my name and behalf by my Agent shall be in such form and contain such provisions as shall be satisfactory to my Agent. The execution and delivery by my Agent of any conveyance, paper,

instrument or document in my name and behalf shall be conclusive evidence of my Agent's approval of the consideration therefor, and of the form and contents thereof, and that my Agent deems the execution thereof in my behalf necessary or desirable.

E. Third Party Reliance. Third parties may rely upon the representation of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representation of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power. Any person, firm or corporation dealing with my Agent under the authority of this instrument is authorized to deliver to my Agent all considerations of every kind or character with respect to any transactions so entered into by my Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

F. Expenses; Compensation. My Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by my Agent on my behalf pursuant to any provision of this power of attorney. My Agent shall receive no compensation for his or her service rendered hereunder.

G. Limitations on Authority. Notwithstanding any provisions herein to the contrary, my Agent shall not satisfy any legal obligation of my Agent out of any property subject to this power of attorney, and my Agent shall not exercise this power in favor of my Agent (except as provided in the Paragraph hereof captioned "Authority"), my Agent's estate, my Agent's creditors or the creditors of my Agent's estate. Notwithstanding any provision herein to the contrary, my Agent shall have no power or authority whatever pursuant to this power of attorney with respect to any trust created by said agent as to which I am a trustee.

H. Multiple Originals; Recording. This power of attorney may be executed in multiple copies, each of which is an original and any of which may be recorded in the real or personal property records of the county of my principal residence or any other county, state or governmental body within the United States.

I. Revocation. This power of attorney may be revoked by me only by an instrument in writing executed by me revoking this power and delivered to my Agent. Such revocation shall be recorded in all places in which this power of attorney has been recorded pursuant to the next preceding sentence.

J. Durability. This power of attorney expressly shall not be revoked by my incapacity.

K. Definitions. The following terms used in this power of attorney shall be defined as follows, and I intend that the same be construed in the broadest possible manner:

1. "Real property" shall include real estate and any easement or other right of whatsoever nature in connection therewith, including any real property and improvements owned or used by me as my principal residence and including mineral and sub-soil rights, riparian rights and rights to land under water, and shall also include any building or other structure on, under or above the land, or which is in any manner a part thereof.

2. "Tangible personal property" shall include all chattels of whatsoever kind and all personal property which is not intangible.
3. "Intangible personal property" shall include all rights, choses in action and obligations, whether in, relating to, or arising out of contract or property of whatsoever nature, or in connection with a trust as grantor, beneficiary or remainderman, or arising under any statute or at common law, or of any other nature whatsoever which are personal property and not tangible; and shall also include securities, instruments and contracts as hereinafter defined.
4. "Property" shall include real property, and tangible and intangible personal property.
5. "Security" or "securities" shall include shares of stock and certificates thereof, voting trust certificates, scrip, warrants, rights, certificates of deposit with any committee or trustee, or in any reorganization, bonds, debentures, notes or other documents or papers of whatsoever kind or nature evidencing rights to receive payment of money or any right, title or interest of whatsoever nature either in property of any kind or in corporations, companies or associations; including all documents or papers which are commonly referred to as securities.
6. "Contract" shall include any agreement, written or oral, sealed or unsealed, and whether calling for the payment of money, the delivery of property of whatsoever nature, or the performance or refraining from performance of any act whatsoever.
7. "Instrument" shall include notes, debentures, bonds, bills of exchange, checks, and every written contract, option, direction or authorization for the payment of money or the delivery of property, every paper or document operating as a conveyance, assignment or transfer of property, and certificates of deposit or receipts, whether negotiable or not, for any sort of property.
8. "Claim" shall include any right under any contract, security or instrument to receive payment of money, transfer of property or performance or refraining from performance of any other act of whatsoever nature; and any right arising in tort or by statute or at common law or otherwise either in connection with property of any sort, its use or protection, or any damage thereto or infringement thereof, or for any personal injury or for any injury to personal rights of any sort or for wrongful death; and any right arising under any statute or at common law or otherwise, either to do any act, or to be free from being required to do any act, by any person or government.
9. "Person" shall include a corporation, company, association, partnership, limited liability company, and individual, and shall also include any of the foregoing when acting in any official, representative or fiduciary capacity.
10. "Tax" shall include any levy, due, imposition, penalty, tax or sum of money required or proposed to be paid to any government whatsoever whether in the nature of income tax, estate, transfer, or inheritance tax, gift tax, tax or assessment on property, social security, unemployment or old age tax, sales tax, consumption tax, withholding tax, business or gross or net receipts tax, or of any other nature whatsoever, and whether heretofore or hereafter claimed, imposed, proposed, assessed, due, or payable.

11. "Government" shall include the Government of the United States or of any state, county, city or other subdivision of the United States, or of any of its states or territories, and the government of any foreign state or country or of any subdivision thereof, and also any board, authority or agency, either within the United States or within any foreign country, which is either a part of the governmental organization thereof or which now or hereafter exists as a separate corporation or unit to exercise powers delegated to it by any such government.

12. "Tribunal" shall include any court of law, equity or admiralty, any court having jurisdiction of decedents' estates, and any court of any other nature whatsoever, and any administrative board, taxing board or authority, or other organization exercising any powers delegated to it by any government with respect to finding facts and entering orders, judgment, decisions, awards or decrees thereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of August, 2023

Sworn to, signed, sealed and delivered on this 17th day of August, 2023, in the presence of:

Genia A. Barrett
Witness

Joan E. Conant
JOAN E. CONANT

[Signature]
Witness

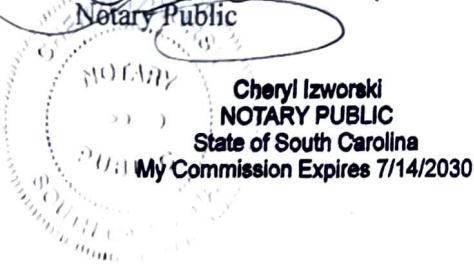
STATE OF South Carolina

COUNTY OF Beaufort

I, Cheryl Izowski, a Notary Public, do hereby certify that JOAN E. CONANT personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 17th day of August, 2023

[Signature]
Notary Public





Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701, ext. 1169
Fax: (508) 896-8089

Office of:
Housing

MEMORANDUM

TO: Brewster Select Board
FROM: Donna Kalinick, Assistant Town Manager
Jill Scalise, Housing Coordinator
Marissa Consolantis, Housing Program Assistant
RE: Certification of the
DATE: January 19, 2024

Background:

Serenity at Brewster is an age 55+ community comprised of 132 studio and one-bedroom apartments. 27 units, 20% of the apartments, are affordable apartments governed by a 2022 Regulatory Agreement between the Town of Brewster, Executive Office of Housing and Livable Communities (EOHLC) and Elevation Financial Group. These 27 affordable units are on Brewster's Subsidized Housing Inventory (SHI) and the initial leases for the affordable units began in September 2022.

Section 2 (*Affordability*) of the Regulatory Agreement states that, annually, the Brewster Select Board shall certify in writing to EOHLC that each of the Low and Moderate Income Units continues to be a Low and Moderate Income Unit and that the Low and Moderate Income Units have been maintained in a manner consistent with the Regulatory Agreement regulations and guidelines.

In October 2023, the Select Board approved Elevation Financial Group's request to increase the affordable rental rates at Serenity. At that time, Elevation Financial Group stated the Developer's Certification Request and Compliance Report would be sent in January, after Serenity Apartments at Brewster had recertified and renewed the Low and Moderate Income unit leases. Attached is the Developer Annual Certification Compliance Report.

Process for Certification:

Housing Coordinator, Jill Scalise, and Housing Program Assistant, Marissa Consolantis, have checked the Serenity Apartment Income/Rent Compliance Analysis provided by Elevation Financial Group. Because of the confidential information on this document referenced as Exhibit A in the Annual Certification Compliance Report, Exhibit A is not included with this memo. Ms. Scalise and Ms. Consolantis met with Serenity manager, Brenda King, examined files, and are confident that the Low and Moderate Income

Units continue to be Low to Moderate Units as required in the Regulatory Agreement and have been maintained in a manner consistent with the Regulations and Guidelines of the Regulatory Agreement.

Recommendation: The Select Board authorize the Chair to sign the enclosed draft letter to EOHLC certifying that the Town has received the Developer Annual Certification Compliance Report and that the Low and Moderate Income Units continue to be Low to Moderate Units as required in the Regulatory Agreement and have been maintained in a manner consistent with the Regulations and Guidelines of the Regulatory Agreement.

Attachments:

1. Serenity at Brewster Regulatory Agreement
2. Developer Annual Certification- 2023 Affordable Housing Continuing Compliance Report pursuant to Affordable Rent Regulations of the Regulatory Agreement and Declarations of Restrictive Covenants for Rental Project (the "Regulatory Agreement")- The Elevation at Brewster, LLC dba Serenity Apartments at Brewster, 873 Harwich Road, Brewster, MA 02631 (the "Project")
3. Draft Select Board Certification Letter for EOHLC

LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 16th day of May, 2022 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Brewster ("the Municipality"), and The Elevation at Brewster, LLC, a Florida limited liability company, having an address at 201 E. Pine Street, Suite 200, Orlando, FL 32801, and its successors and assigns ("Developer").

Deed Book 33589 P 110
Certificate 224785
873 Harwich Road, Brewster

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer has acquired and is in the process of renovating a rental housing development known as Serenity Apartments at Brewster at an approximately 9.98-acre site on 873 Harwich Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project consists of a total number of 132 rental dwellings (the "Units") and 27 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

September 2, 2016

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to complete its renovation of the Project in accordance with the architectural design and site plan approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be renovated as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, and plumbing fixtures, all as more fully shown in the Plans and Specifications.

17 of the Low and Moderate Income Units shall be studio units;
10 of the Low and Moderate Income Units shall be one bedroom units;

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units - 250 square feet
one bedroom units - 491square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is an individual or Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable County MSA.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or

September 2, 2016

any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission, provided, however, in no event shall rent be increased to exceed thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent

(140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low and Moderate Income Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the

September 2, 2016

Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

September 2, 2016

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the State of Florida, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

(a) Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow, and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of

September 2, 2016

any affordable housing developments in the Commonwealth owned by such entities;

- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional

September 2, 2016

lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing), will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
 100 Cambridge Street, 3rd Floor
 Boston, MA 02114

Municipality: Town of Brewster
 Brewster Town Hall
 2198 Main Street
 Brewster, MA 02631
Attention: Select Board

September 2, 2016

Developer: The Elevation at Brewster, LLC
201 E. Pine Street, Suite 200
Orlando, FL 32801
Attn: Stuart Heaton, Vice President

With a copy to: Elevation Financial Group, LLC
201 E. Pine Street, Suite 200
Orlando, FL 32801
Attn: Jennifer Morrill, Vice President, Accounting

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an "other restriction held by a governmental body" as set forth in G.L. c. 184, § 26 and an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual. In addition, and as set forth in Section 14, this Agreement is superior to the lien of any mortgage on the Development and shall survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as DHCD shall require.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and inure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

September 2, 2016

16. Default.

(a) This Agreement is made for the benefit of DHCD and the Municipality, and DHCD and the Municipality shall each be deemed to be the holder of the affordable housing restrictions created under this Agreement. The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either withdraw from this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The Municipality shall have the independent right to enforce the terms of this Agreement using the same notice and cure period set forth above.

(b) Whether the Low and Moderate Income Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall be determined solely by DHCD according to the rules and regulations then in effect. If DHCD elects to withdraw from this Agreement and record a notice of DHCD's withdrawal with the Registry of Deeds as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. Notwithstanding the foregoing, this Agreement shall continue to be a binding and effective permanent affordable housing agreement under G.L. c. 184, §§31-33 between the Developer and the Municipality, and the covenants and restrictions herein shall continue to run with the Project. The Municipality shall have the same rights as DHCD hereunder, and any notices to be given to and/or approvals to be obtained from DCHD by the Developer shall be given to and obtained from the Municipality.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the

September 2, 2016

Developer shall reimburse DHCD and/or the Municipality, as the case may be, for all costs and attorney's fees associated with such breach.

(d) The Developer hereby grants to DHCD or its designee and the Municipality or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

September 2, 2016

Executed as a sealed instrument as of the date first above written.

DEVELOPER

THE ELEVATION AT BREWSTER, LLC

By: [Signature]
Its: Vice President Stuart Heaton

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: [Signature]
Its: Director Catherine Rauer

MUNICIPALITY

By: [Signature]
Its Chief Executive Officer Cynthia Bingham

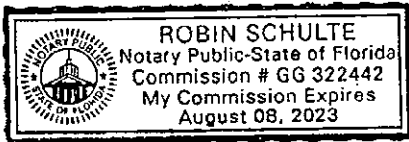
Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

STATE OF FLORIDA

COUNTY OF ORANGE, ss.

3-30, 2022

On this 30 day of MARCH, 2022 before me, the undersigned notary public, personally appeared STUART HEATON, proved to me through satisfactory evidence of identification, which were FL STATE DRIVER'S LICENSE to be the person whose name is signed on the preceding document, as Vice President of the The Elevation at Brewster, LLC, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



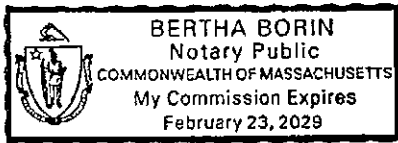
[Signature]
Notary Public
Print Name:
My Commission Expires:

September 2, 2016

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk, ss. 5/16, 2022

On this 16th day of May, 2022 before me, the undersigned notary public, personally appeared Catherine Pacer, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding document, as Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Bertha Borin
Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable, ss.

On this 26th day of April, 2022 before me, the undersigned notary public, personally appeared Cynthia A Bingham, member of the Brewster Select Board, who proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Brewster.

Colette Williams
Notary Public
Print Name: Colette Williams
My Commission Expires: May 11, 2023

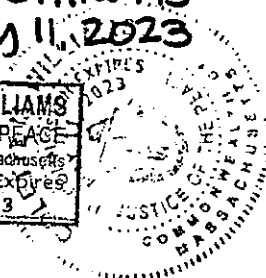
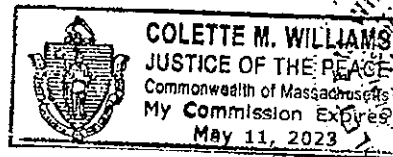


EXHIBIT A

Re: Serenity Apartments at Brewster
(Project name)
Brewster, Mass.
(City/Town)
The Elevation at Brewster
(Developer)

Property Description

A certain parcel of land situated on the Harwich Brewster Road in Brewster, Massachusetts, shown as Lots 28, 29 and an **unregistered triangular shaped parcel** now or formerly owned by Maude M. Sears on Land Court Plan No. 15025-F, bounded and described as follows:

WESTERLY by Harwich-Brewster Road One thousand seventy and 62/100 (1,070.62) feet;

NORTHWESTERLY by a portion of land now or formerly of William A. Cahoon et al, Two hundred fifty-three and 67/100 (253.67) feet;

NORTHEASTERLY by a portion of land now or formerly of Howard T. Nickerson, Eight hundred forty-seven and 57/100 (847.57) feet;

SOUTHEASTERLY by a portion of land now or formerly of the New York, New Haven and Hartford Railroad Company, Four hundred sixty-one and 95/100 (461.95) feet; and

SOUTHWESTERLY by Lot 27, Three hundred twenty-four 57/100 (324.57) feet.

The following two parcels of registered land are a portion of the property described above:

Lot 28

On a subdivision plan 15025-F dated July 31, 1975, drawn by Nickerson & Berger, Inc., Surveyors, and filed in the Land Registration Office in Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 277, Page 26 with Certificate of Title No. 35336, being more particularly described on Certificate of Title No. 71626 filed in Book 579 at Page 66.

Lot 29

On subdivision plan 15025-F dated July 31, 1975, drawn by Nickerson & Berger, Inc., Surveyors, and filed in the Land Registration Office in Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 277, Page 26 with Certificate of Title No. 35336, being more particularly described on Certificate of Title No. 85967 filed in Book 699 at Page 27.

September 2, 2016

EXHIBIT B

Re: Serenity Apartments at Brewster
 (Project name)
Brewster, Mass.
 (City/Town)
The Elevation at Brewster
 (Developer)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowance</u>	<u>Total</u>
Studio units	\$ 1,111	\$ 150	\$1,261
Deluxe Studio	\$ 1,161	\$ 150	\$1,311
One bedroom units	\$ 1,186	\$ 150	\$1,336
Deluxe One bedroom units	\$ 1,211	\$ 150	\$1,361

September 2, 2016

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated July 29, 2021 given by THE ELEVATION AT BREWSTER, LLC ("Borrower") to READYCAP COMMERCIAL, LLC, recorded with the Barnstable Land Court Registry as Document No. 1,437,850 ("Mortgage") covering the property described therein (the "Property").

The Undersigned, present holder of said Mortgage ("Mortgagee"), hereby recognizes and consents to Borrower's execution and recording of that certain Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project (the "Agreement") and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of the Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. Mortgagee further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof; provided, however, that (i) Mortgagee shall have no liability under the Agreement unless and until it shall become the owner of the Property by foreclosure or conveyance in lieu of foreclosure; (ii) Mortgagee's liability shall only arise with respect to events occurring subsequent to the date of such foreclosure or conveyance in lieu thereof; (iii) Mortgagee shall have no liability with respect to the Agreement following such foreclosure or conveyance in lieu of foreclosure, except during the period of its ownership of the Property or portion of the Property so acquired; and (iv) Mortgagee's liability during any period of ownership of the Property or portion of the Property shall be exculpated and limited to its interest in the Property or portion of the Property.

[Signature on next page]

*The Elevation at Brewster, LLC dba
Serenity Apartments at Brewster*

507 N. New York Avenue
Suite 300
Winter Park, FL 32789

January 2, 2024

Town of Brewster Select Board
C/o Donna Kalinick
Assistant Town Manager
Town of Brewster
2198 Main Street
Brewster, MA 02631

RE: Developer Annual Certification - 2023 Affordable Housing Continuing Compliance Report pursuant to Affordable Rent Regulations of the Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project (the "Regulatory Agreement") - The Elevation at Brewster, LLC dba Serenity Apartments at Brewster, 873 Harwich Road, Brewster, MA 02631 (the "Project").

Dear Ms. Kalinick,

In accordance with the requirements set forth in the Regulatory Agreement, and pursuant to the direction of the Town of Brewster to submit this certification within ninety (90) days of our October 2, 2023 meeting with the Town Select Board, we hereby certify that since the initial occupancy of the Low and Moderate Income dedicated apartment units at Serenity Apartments at Brewster in August, 2022, we have complied with all the provisions applicable to Developer incorporated in the Regulatory Agreement, including, in particular, Section 2 of the Regulatory Agreement relating to affordable tenant income limits and rental rates for Subsidized Housing Inventory located at our property. Attached as Exhibit A is our Affordable Income/Rent Analysis and Compliance Report for the above-referenced property for 2023 to date.

We specifically certify that for YE 2023, each listed resident in the 27 dedicated affordable units at the Project has had their income reviewed for compliance with the AMI requirements of the Regulatory Agreement and qualifies (and for renewals, continues to qualify) to reside in an affordable apartment as an Eligible Tenant (as defined in the Regulatory Agreement) based upon their annual household income. The attached table includes detailed occupancy, gross and net rent, utility allowance, and subsidy contributions from various sources. The table evidences that all 27 affordable units are occupied by tenants whose income is at or below 80% of the 2022 Barnstable County AMI figures. All rents for said units are at or below 30% of the 80% Barnstable County AMI limit. If you need additional information or have any questions, please do not hesitate to contact me.

Sincerely,



Stuart Heaton
Vice President



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board

January 22, 2024

Rieko Hayashi
Commonwealth of Massachusetts EOHLIC
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Serenity Apartments at Brewster Annual Compliance Certification 2023

Dear Ms. Hayashi,

The Brewster Select Board certifies that Elevation at Brewster, LLC dba Serenity Apartments at Brewster has provided the Town with the attached Developer Annual Compliance Report. The twenty-seven Low and Moderate Income Units at Serenity Apartments at Brewster continue to be Low to Moderate Units as required in the Regulatory Agreement and have been maintained in a manner consistent with the Regulations and Guidelines of the Regulatory Agreement.

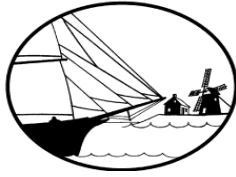
Regards,

Ned Chatelain
Chair, Brewster Select Board

Attachments:

1. Developer Annual Certification

cc: Peter Lombardi, Brewster Town Manager
Donna Kalinick, Assistant Town Manager
Jill Scalise, Brewster Housing Coordinator
Stuart Heaton, Elevation Financial Group



The
BREWSTER HISTORICAL SOCIETY

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

January 4, 2024

To the Select Board:

During a scheduled evaluation of our properties, our Building & Grounds Committee concluded that it is time to replace the clapboards and some of the trim at Cobb House rather than just repaint this year as we have been doing every two years.

Therefore, per the Historic Preservation Restriction requirements, we submit this proposal for your review under Section 3.2 and request your approval to proceed.

We've attached some photos that make the case for replacement rather than painting now. The same condition is apparent on all four sides. Our contractor has provided an estimate of \$20,000 per side, which would include the clapboard and trim replacement (materials and labor), the painting of all four sides, and any "surprises" we might discover as we open this Cobb House envelope. We are applying for a matching grant for this project with Mass. Cultural Facilities Fund and have already received the matching funds from the Jennison Family Foundation.

We will also be replacing the shutters with new period correct shutters. These will be custom made, using wood to match the existing materials, and all exterior paint colors remain the same. The Eddy Foundation has offered funds for this part of the project.

We do believe, based on the evaluation of the exterior condition, that it is imperative that we proceed with this work as expeditiously as possible. As we will be replacing materials with the same materials, cedar clapboards and real wood replacement as needed, and in the same configuration and painting the same colors, we believe that we are in compliance with the Historic Preservation Restriction requirements. We would be ready to meet with you at your earliest convenience if you believe that necessary. We are anxious to give our contractor the go ahead to start the project. We understand that we also have stops with the building department and the Historic District Committee before we can proceed.

Sally Gunning, President
The Brewster Historical Society

PRESERVATION RESTRICTION AGREEMENT
between the TOWN OF BREWSTER
by and through its SELECT BOARD
and THE BREWSTER HISTORICAL SOCIETY, INC.

This Preservation Restriction Agreement (“Agreement” or “Restriction”) made this _____ day of _____, 2023, between **The Brewster Historical Society, Inc.**, 739 Lower Road, P.O. Box 1146, Brewster, MA 02631 (hereinafter referred to as the “Grantor”) and the **Town of Brewster** (hereinafter referred to as the “Grantee” or “Town”), a municipal corporation acting by and through its duly authorized Select Board (hereinafter referred to as the “Select Board”), having its place of business at Brewster Town Hall, 2198 Main St, Brewster, MA 02631.

WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Captain Elijah Cobb House, 739 Lower Road, Brewster, Barnstable County, Massachusetts, (hereinafter referred to as the “Property”), as more fully described in Grantor’s deed dated January 13, 2015, and recorded with the Barnstable County Registry of Deeds in Book 28684, Page 227, and in **Exhibit A**, attached hereto and incorporated herein, and as depicted and described as Lot 1 on a plan titled “Plan of Division of Land in Brewster, Mass. as surveyed and prepared for Katherine Gibbs Lafleur”, Scale: 1 IN = 100 FT, dated March 4, 1981, prepared by Schofield Brothers, Inc., recorded with the Barnstable County Registry of Deeds in Plan Book 352, Page 89, a copy of which is attached hereto and incorporated herein as **Exhibit B**; said Property consisting of a lot of 1.458 acres identified in Town of Brewster assessor’s records as Parcel 57-4-0, as shown on a Town of Brewster GIS Map attached hereto and incorporated herein as **Exhibit C**; said Property including a two-story, wood-frame house, known as the Captain Elijah Cobb House, dating to ca. 1799 (hereinafter the “Building”) and a large, one-story outbuilding (hereinafter the “Outbuilding”);

WHEREAS, the Building has been determined to represent an architectural resource of considerable importance to the Town, being an important example of transitional Georgian to Federal-style domestic architecture, featuring notable exterior and interior details;

WHEREAS, the Building and Property are located within the Old King’s Highway Regional Historic District established by Special Act of the Massachusetts General Court and adopted by the Town of Brewster on May 1, 1973, were listed in the National Register of Historic Places as contributing to the Brewster Old King’s Highway Historic District on February 23, 1996, and as a result of the foregoing are listed in the State Register of Historic Places. The Building and Property are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33 (hereinafter referred to as the “Act”);

WHEREAS, the preservation values of the Building and the Property are documented as **Exhibits A, B, C, D, E, F, G and H** (hereinafter together the “Baseline Documentation”), which Exhibits are attached hereto and incorporated herein by reference, which, the parties agree, provides an accurate description of the Property, Building and Outbuilding as of the date of this Restriction Agreement. The Baseline Documentation shall be used for purposes of reference in design and construction and for assistance in review. The Baseline Documentation consists of the following:

1. Legal Property Description (**Exhibit A**)
2. Recorded 1981 Plan of Division of Land (**Exhibit B**)
3. Town of Brewster GIS Parcel Map (**Exhibit C**)

4. Architectural Description (**Exhibit D**)
5. History of the Elijah Cobb House (**Exhibit E**)
6. Fifty-four (54) Photographs of the Building and Property taken May 2015 (**Exhibit F**)
7. Six (6) Historic Photographs of the Building and Property (**Exhibit G**)
8. Cobb House Floor Plans (**Exhibit H**)

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Property and on its heirs, successors and assigns, to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Property in order to protect the architectural, archaeological and historical heritage of the Property, including but not limited to the obligation to preserve the Property, Building and Outbuilding in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"), and in accordance with the "Restriction Guidelines and Procedures for Maintenance and Improvements" (hereinafter the "Guidelines") attached hereto and incorporated herein as **Exhibit I**;

WHEREAS said restrictions, obligations and duties shall serve the public interest in a manner consistent with the purposes of the Act;

WHEREAS, the Town is a government body organized under the laws of the Commonwealth of Massachusetts, and its Select Board is authorized to accept preservation restrictions under the Act and pursuant to the Votes on Article 10 of the Special Town Meeting held on May 5, 2014, Article 7 of the Special Town Meeting held on May 4, 2015, and Article 9 of the May 7, 2018 Annual Town Meeting, copies of which are attached hereto as **Exhibit J**; and

NOW, THEREFORE, in consideration of Five Hundred and Sixty Thousand, One Hundred and Six and 32/100 (\$560,106.32) Dollars paid by the Town of Brewster from Community Preservation Act funds, Grantor does hereby irrevocably grant and convey unto the Town this Restriction, which shall apply in perpetuity to the Property, Building and Outbuilding (hereinafter collectively referred to as, "the Property").

1. PURPOSE

It is the purpose of this Restriction to protect the public investment in the purchase and restoration/rehabilitation of the historically, architecturally, and culturally significant Building and Outbuilding by ensuring that exterior and certain interior features of the Building and Outbuilding will be retained and maintained forever substantially in their original or restored and rehabilitated condition, and to prevent any use or change to the Property, the exterior and certain interior features of the Building and Outbuilding that will significantly interfere with the Property's preservation values, which include but are not limited to the artifacts, features, materials, appearance and workmanship of the Property, including those characteristics and values which originally qualified the Property for listing in the National Register of Historic Places.

2. GRANTOR'S COVENANTS

2.1 Grant of Covenant: For and in consideration of the mutual agreements and promises herein and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Act, Grantor does hereby voluntarily grant and convey unto the Town of Brewster this historic preservation restriction (the "Restriction") in perpetuity, over the Property.

2.2 Covenant to Maintain: Grantor agrees at all times to maintain the Building and Outbuilding in sound structural condition and good state of repair, including the exteriors, all interior structural elements, and the following interior spaces as shown on **Exhibit H** (Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom, Southeast Bedroom, and Kitchen Fireplace), in accordance with the Secretary's Standards and in accordance with the Guidelines.

The Grantor also agrees to maintain the Property's landscaping in good appearance and in accordance with the Guidelines. The Grantor agrees to assume the cost of continued maintenance, repair and administration of the Property so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Property in a manner satisfactory to the Select Board according to the Secretary's Standards. The Grantor may seek financial assistance from any source available to them. The Select Board does not assume any obligation for maintaining, repairing or administering the Property.

Subject to the casualty provisions of Paragraphs 7 and 8 hereof, the Grantor's obligation to maintain the Property shall require replacement, rebuilding, repair and reconstruction of the exterior of the Property, including interior structural elements, and the following interior spaces as shown on **Exhibit H** (Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom, Southeast Bedroom, and Kitchen Fireplace), whenever necessary in accordance with the Secretary's Standards and in accordance with the Guidelines.

2.3 Prohibited Activities: The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise permitted in this Paragraph:

- a. No alteration, repair, maintenance or construction of the Property is permitted except in accordance with the Secretary's Standards and the Guidelines;
- b. The Property shall not be demolished, removed or razed except in accordance with Paragraphs 7 and 8.
- c. Nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Building from Lower Road (hereinafter the "Street").
- d. No other buildings or structures shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or repair of the Property, such as construction trailers, and as may be permitted under the Guidelines.
- e. The dumping of ashes, trash, rubbish or any other unsightly or offensive material is prohibited.
- f. No above-ground utility transmission lines, except those reasonably necessary for service to the existing Property may be installed on the Property, with the exception of those utility lines installed in accordance with easements recorded prior to the date hereof.
- g. The Property shall not be subdivided, converted into a condominium or cooperative, or otherwise divided or conveyed and must remain under single ownership (nothing herein shall be construed to prohibit more than one person or entity owning the entire Property).

3. GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Prior Approval by Grantee: Without the prior express written approval of the Select Board, which approval may be reasonably withheld or conditioned in the discretion of the Select Board, the Grantor shall not undertake any of the following actions:

- a. Increase or decrease the height of, make additions to, change the exterior construction materials or colors, or move, improve, alter, reconstruct or change the facades (including

- fenestration) and roofs of the Building. With regard to house color, the goal of the Select Board is to insure that an historically appropriate color is used.
- b. Make permanent substantial topographical changes, such as, for example, excavation for the construction of roads and recreational facilities.
 - c. Change the use of the Property to a use other than those allowed under existing planning and zoning regulations applicable to the Property and only in accordance with all state, local and federally required approvals and/or permits.
 - d. Restore, replace, or alter in any way (including color change) the appearance, materials, workmanship or structural stability of any interior structural elements, or of the following interior spaces and their features as shown on **Exhibit H** (Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom, Southeast Bedroom, and Kitchen Fireplace) in accordance with the Secretary's Standards and in accordance with the Guidelines.

3.2 Review of Grantor's Requests for Approval. Whenever approval of the Town is required under this Restriction, Grantor shall request specific approval by the Select Board not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. A request by the Grantor for such approval shall be sufficiently detailed that it may form the basis for the Select Board to approve or disapprove the request and to make an informed judgment as to its consistency with the Purpose of the Restriction. Grantor shall submit to the Select Board for its approval two (2) copies of information (including plans, specifications and designs where appropriate) describing the nature, scope, design, location, timetable and any other material aspect of the proposed activity. Within sixty (60) days of receipt of Grantor's request for said approval, the Select Board shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Select Board determine that additional time is necessary in order to make its decision, the Select Board shall notify the Grantor. The Select Board's approval may, in the Select Board's discretion, be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Restriction.

4. STANDARDS FOR REVIEW

Grantee shall apply the Secretary's Standards as well as the Guidelines in exercising any authority created by this Restriction to inspect the Property; to review any construction, alteration, repair or maintenance; to review casualty damage or to reconstruct or approve reconstruction of the Property following casualty damage.

5. PUBLIC ACCESS

Grantor shall not be required to provide public access to the Property other than that specified in Paragraph 14.

6. GRANTOR'S RESERVED RIGHTS

Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Paragraphs 2.3, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction without further approval by the Select Board:

- a. the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 2.2, the right to maintain and repair the Property strictly according to the Secretary's Standards and the Guidelines. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the

construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Property. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Select Board in accordance with the provisions of Paragraphs 3.1 and 3.2;

- c. the right to continue all manner of existing residential use, or to pursue other allowable uses allowed under current applicable zoning regulations, and enjoyment of the Property and gardens, including but not limited to the right to maintain existing driveways; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Secretary's Standards and the Guidelines.

7. CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

In the event that the Property or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Select Board in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without the Select Board's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Select Board, Grantor at its expense shall submit to the Select Board a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Select Board, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Property and/or reconstruction of damaged or destroyed portions of the Property; and
- c. a report of such restoration/reconstruction work necessary to return the Property to the condition existing at the date hereof.

8. REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION

If, after reviewing the report provided in accordance with Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Select Board agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Select Board shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Property in accordance with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Select Board agree that restoration/reconstruction of the residence at the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Select Board, alter, demolish, remove or raze the residence, and/or construct new improvements on the Property. Grantor and the Select Board may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 23.2 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under Paragraph 9, Grantor and the Select Board are unable to agree that the

Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation in accordance with the provisions of Paragraph 27 hereof.

9. INSURANCE

Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and the residence located thereon without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include the Town's interest and name the Town of Brewster as an additional insured. Grantor shall deliver to the Select Board, within ten (10) business days of the Select Board's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. INDEMNIFICATION

Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town, the Select Board, their agents, representatives, employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by the reckless conduct of the Select Board or the Town or any agent, trustee, employee or contractor of the Select Board or the Town. In the event that Grantor is required to indemnify the Town pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

11. TAXES

Grantor shall pay, when due, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

12. ADMINISTRATION AND ENFORCEMENT; NOTICE

Any notice which either Grantor or the Select Board may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested, or hand delivered, at the address specified for each party below:

Select Board of the Town of Brewster
Brewster Town Offices
2198 Main Street
Brewster MA 02631

Brewster Historical Society, Inc.
739 Lower Road
PO Box 1146
Brewster MA 02631

Each party may change its address set forth herein by a notice to such effect to the other party.

13. EVIDENCE OF COMPLIANCE

Upon request by Grantor, the Select Board shall promptly furnish Grantor with certification that, to the best of the Select Board's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of the Select Board's knowledge thereof.

14. INSPECTION

With the prior consent of the Grantor, representatives of the Select Board shall be permitted at all reasonable times to inspect the exterior of the Property and the Building, including interior spaces subject to this Restriction, to determine whether the Grantor is in compliance with the terms of this Agreement. Grantor covenants not to withhold unreasonably their consent in determining dates and times for such inspection.

15. GRANTEE'S REMEDIES

The Town may institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Restriction. The Town shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the Town's enforcement of the terms of this Restriction, including all reasonable court costs, and attorney, architectural, engineering and expert witness fees.

Exercise by the Town of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. NOTICE FROM GOVERNMENT AUTHORITIES

Grantor shall deliver to the Select Board copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by the Select Board, Grantor shall promptly furnish the Select Board with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. NOTICE OF PROPOSED SALE/LEASE

Grantor shall promptly notify the Select Board in writing of any proposed sale or rental of a portion of the Property and provide the opportunity for the Select Board to explain the terms of the Restriction to potential new owners/tenants prior to the closing of the sale/commencement of the lease.

18. LIENS

Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by the Town, as permitted by law, in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

19. PLAQUE

Grantor agrees that the Select Board may provide and maintain a plaque on the Property, which plaque shall be in accordance with the Brewster Sign Bylaw, giving notice of the significance of the Property and the existence of this Restriction.

20. BINDING EFFECT; ASSIGNMENT

Run with the Land. Except as provided in Paragraphs 8 and 23.2, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and the Town/Grantee, their respective heirs, successors and assignees, and all persons hereafter claiming under or through Grantor and the Town/Grantee, and the words "Grantor" and "Town/Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to the Town through its agent the Select Board also shall be deemed granted to each successor and assign of the Select Board and each such following successor and assign thereof, and the word "Select Board" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer, except as to any matter resulting from acts or omissions preceding transfer of the Property to such third party. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument, including, but not limited to a lease, by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. ASSIGNMENT

The Select Board may, with the approval of Town Meeting, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a charitable corporation or trust qualified under the Act, whose purposes include preservation of buildings and/or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

22. RECORDING AND EFFECTIVE DATE

The Select Board shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with Barnstable County Registry of Deeds. Grantor and the Town intend that this Restriction shall take effect upon the day and year this instrument is recorded with said Deeds.

23. PERCENTAGE INTERESTS; EXTINGUISHMENT

23.1 Percentage Interests. For purposes of allocating proceeds pursuant to Paragraphs 23.2 and 23.3, Grantor and the Town stipulate that as of the signed date of this Restriction, Grantor and the Town are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property, said percentage interest being 58% to the Grantor and 42% to the Town (based on the following figures utilized in the calculation: acquisition cost of \$620,000; rehabilitation budget of \$443,800 (Building) + \$256,667 (Outbuilding); total of \$1,320,467; and Town contribution of \$560,106.32). The parties shall include these percentage interests with the Baseline Documentation (on file with Grantor and the Town). In the event future capital improvements are made to the Property by the Grantor without Town contribution, and/or the Grantor has repaid all or a portion of the mortgage held by the Town, acting through its Community Preservation Committee ("CPC") (which mortgage is recorded with the Barnstable County Registry of Deeds in Book 29335, Page 314, and which secured the Grantees' obligation under its Grant Agreement with the CPC to repay the grant funding should the Grantee ever sell or transfer the Property to any entity except a nonprofit entity previously approved by the CPC, in writing), the parties shall amend such percentage interests to reflect the Grantor's attendant increase in value of its property interests.

23.2 Extinguishment. Grantor and the Town hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in

conditions may include, but is not limited to, partial or total destruction of the Property resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approval following public hearings by the Select Board and the Massachusetts Historical Commission to determine such extinguishment is in the public interest, must be the result of a judicial proceeding and shall entitle the Town to share in any net proceeds resulting from the extinguishment in an amount that reflects its percentage interest in the fair market value of the Property, as such interest is determined under the provisions of Paragraph 23.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Restriction. All such proceeds received by the Town shall be returned to the historic preservation funds of the town.

Net proceeds shall include, without limitation, net insurance proceeds, and proceeds from the sale or exchange by Grantor of any portion of the Property after the extinguishment.

In the event of extinguishment, the provisions of this Paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

23.3 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Town shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and the Town in connection with such taking shall be paid out of the recovered proceeds. Grantor and the Town shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Paragraphs 23.1 and 23.2 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a third-party mortgage at the time of such condemnation, Grantor and the Town shall be entitled to their respective percentage interests in any proceeds remaining after satisfaction of said mortgages.

24. INTERPRETATION

Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Restriction and with respect to preservation of the Property thereunder, this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by the Select Board. In the event of any disparity between the counterparts produced, the counterpart retained by the Select Board shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any by-law or regulation relating to building materials, construction methods or use. In

the event of any conflict between any such by-law or regulation and the terms hereof, Grantor promptly shall notify the Select Board of such conflict and shall co-operate with the Select Board and the applicable governmental entity to accommodate the purposes of both this Restriction and such by-law or regulation.

25. AMENDMENT

Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the rights of the Town under any applicable laws, including the Act and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall be approved as required under the Act; shall not affect its perpetual duration; shall not permit additional residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and archaeological values protected by this Agreement. Any such amendment shall be recorded with Barnstable County Registry of Deeds. Nothing in this Paragraph shall require Grantor or the Town to agree to any amendment or to consult or negotiate regarding any amendment.

26. ARCHAEOLOGICAL ACTIVITIES

Archaeological Activities. The conduct of archaeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9. Section 27C, 950 CMR 70.00).

27. DISPUTE RESOLUTION

A dispute arising under or with respect to this Agreement between the Grantor and the Select Board shall in the first instance be the subject of informal negotiations. The dispute shall be considered to have arisen when one party sends the other party a written notice of dispute, (which notice shall be delivered by hand or by certified mail or registered mail, return receipt requested, postage prepaid). The period for informal negotiations shall be thirty (30) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Grantor and the Select Board. In the event that the parties cannot resolve a dispute by informal negotiations, the parties may mutually agree to submit the dispute to mediation. If the parties so mutually agree, within twenty (20) days following the expiration of the time period for informal negotiations, the parties shall propose and agree upon a neutral and otherwise qualified mediator with experience in historic preservation matters, to the extent possible. In the event that the parties fail to agree upon a mediator, they shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by both the Grantor and the Select Board. In the event that the parties cannot resolve a dispute by informal negotiations or mediation, they may pursue judicial relief in a court of competent jurisdiction.

Notwithstanding the foregoing, injunctive relief from such court may be sought by the Select Board, in its sole discretion, without resorting to the dispute resolution process outlined above to prevent irreparable harm that would be caused by a breach of this Restriction. Nothing herein shall be construed to restrict or impair either party's ability to exercise any remedies available to it at law or in equity, or in any way extend any cure periods set forth in this Restriction.

TO HAVE AND TO HOLD, the said Restriction, unto the said Town of Brewster and its successors and permitted assigns forever. This Restriction may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantors and the Town of Brewster have set their hands under seal on the days and year set forth below.

GRANTOR: The Brewster Historical Society, Inc.

Sally Gunning, President

Stephen B. Jones, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Sally Gunning as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Stephen B. Jones as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF PRESERVATION RESTRICTION

The Town of Brewster, acting by and through its Select Board, pursuant to the vote under Article 10 of the Special Town Meeting held on May 5, 2014, Article 7 of the Special Town Meeting held on May 4, 2015, and Article 9 of the May 7, 2018 Annual Town Meeting (**Exhibit D**), hereby accepts the foregoing Preservation Restriction, pursuant to a vote of acceptance taken on _____, _____, 2023, a certified copy of which is attached hereto as **Exhibit K**.

The Town of Brewster acting by and through its
Select Board:

David Whitney, Chair

Ned Chatelain, Vice-Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cynthia Bingham

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared David Whitney, Chair of the Brewster Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Select Board.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the Town of Brewster, acting by and through its Select Board, has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L.c. 184, §32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Brona Simon, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Notary Public
My Commission Expires:

Exhibit A
Legal Property Description

The land in Brewster, Barnstable County, Massachusetts, together with the buildings thereon, bounded and described as follows:

SOUTHERLY	by Lower Road, a Town Way, as shown on a plan hereinafter mentioned, by two different courses in an arc, a total distance of Two Hundred Sixty- Three and 12/100 (263.12) feet;
WESTERLY	by land now or formerly of the Estate of George Thornton, as shown on said plan, One Hundred Sixty and 00/100 (160.00) feet;
NORTHERLY	by Lot 2, as shown on said plan, Two Hundred Ninety-Five and 00/100 (295.00) feet;
EASTERLY AND SOUTHEASTERLY AGAIN	by Lot 2, as shown on said plan, by two different courses, a total distance of Three Hundred Twenty-Five and 22/100 (325.22) feet.

Being Lot 1 as shown on a plan entitled "Plan of Division of Land in Brewster, Mass. as surveyed and prepared for Katherine Gibbs Lafleur, Scale: 1 IN = 100 FT, March 4, 1981 Schofield Brothers, Inc. Registered Professional Engineers & Land Surveyors, Route 6A – P.O. Box 101 – Orleans, Mass. 02653" which plan is recorded in Barnstable County Registry of Deeds in Plan Book 352, Page 89.

Source: Barnstable County Registry of Deeds, Book 28684, Page 227.

Exhibit B

1981 Subdivision, Plan Book 352, Page 89

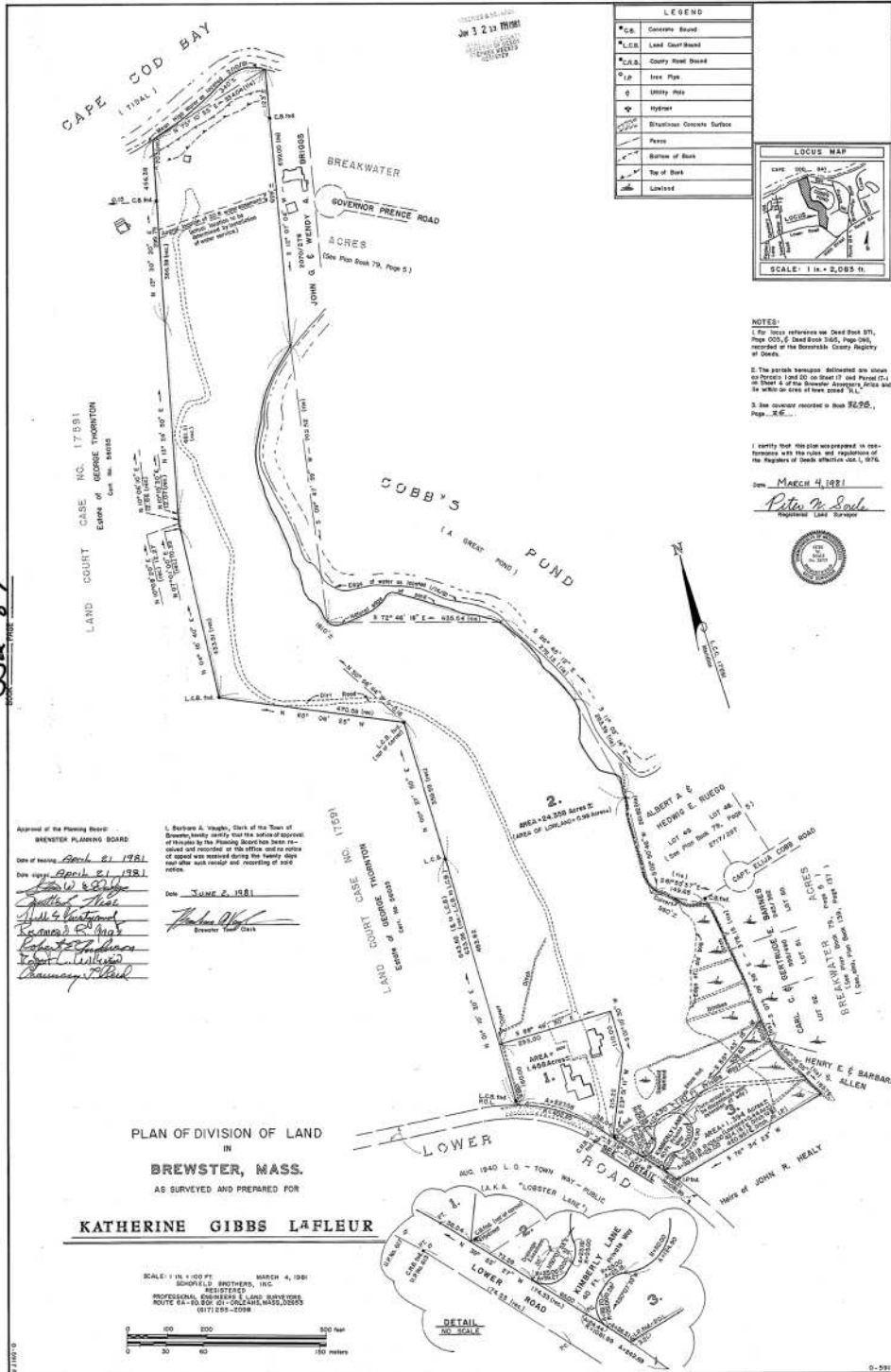


Exhibit C

Town of Brewster GIS Map, Parcel 57-4-0

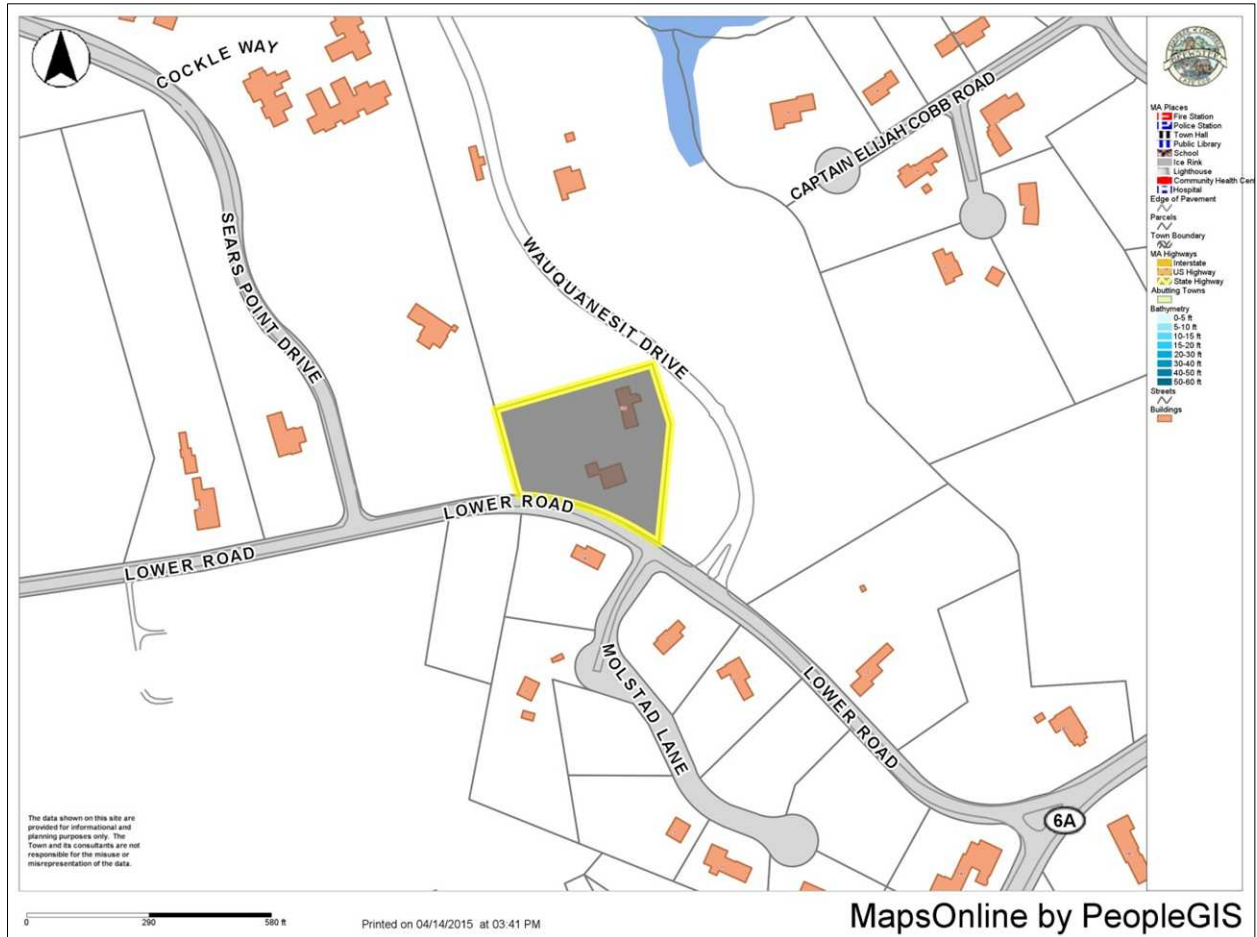


Exhibit D

Architectural Description

Exterior

This parcel is located on the north side of Lower Road. The property originally stretched north to the bay (see **Exhibit B**) but is now on a 1.46 acre parcel surrounded by modern subdivisions. The Cobb House (hereinafter the “house” or “building”) is set back at a slight angle from the street on a slight rise (**Exhibit F, Photo 1**). The house is surrounded by lawn with mature trees, and there are no foundation plantings. A gravel driveway extends along the right (east) side of the property to a parking area and outbuilding behind the building.

This former single-family residence consists of a five-bay, two-story building (**Exhibit F, Photo 2**) which can be classified as late-Georgian in style (meaning the influence of the subsequent Federal style can be seen in some exterior and interior elements). The building rests on a brick foundation which has been rebuilt with a concrete base on the right (east) half and is partially parged on the left (west) half. The building is clad in painted wood clapboard of varying reveal widths (presumably indicating different ages for the clapboards). Between the clapboards and the foundation is a skirtboard with an ogee profile which was partially replaced-in-kind in 2015. There are wood quoins on all four building corners (a Georgian-style detail), with exception that the quoin detail does not extend across the rear elevation of the NW and NE corners. Some quoins have gone through at least two periods of restoration and/or replacement, including in 2015. The hipped roof is clad in wood cedar shingles, replaced in 2015, and is surmounted by a modern version of a widow’s walk (early photographs indicate that there was a widow’s walk, possibly from the date of construction). Matching corbelled brick chimneys, which have been partially rebuilt at least twice, including 2015, rise from either side of the widow’s walk. Based on surviving historic photos, the chimneys were originally taller (**Exhibit G, Photos 1 and 2**). The roof has a molded box cornice with dentils (**Exhibit F, Photo 3**).

Front (south) elevation

The front elevation (**Exhibit F, Photo 4**) has a centered main entrance which consists of a wood 8-panelled door with feathered recessed panels with ovolo and fillet molding (**Exhibit F, Photo 5**). The door is flanked by tapered, fluted pilasters and surmounted by a semi-elliptical fanlight (the fanlight shows the influence of the emerging Adam or Federal style). Above the fanlight is an open-pedimented cornice with modillion blocks and dentils. Below the dentils are carved (possibly applied) ornamentation consisting of interlocking circles. This door is accessed by a small rebuilt brick stoop; the original stoop material and design is unknown. Sets of two windows are aligned vertically on the first and second story on each side of the entrance and a window on the second story is centered above the entrance. All of the windows have wood 6/6 double-hung sash with projecting surrounds that have ogee and fillet edge molding, and projecting sills (**Exhibit F, Photo 6**). The muntins on these and the rest of the historic windows are 5/8” to 3/4” wide with a quarter-round-and-fillet pattern – a popular Federal muntin profile that was a narrower version of a popular Georgian-style muntin. A broad open porch, either original to the house or added sometime in the 19th century (**Exhibit G, Photo 1**) was removed by the early 20th century as was a centered gable dormer on the front roof slope (**Exhibit G, Photo 2**).

Side elevations

Both the right (east) elevation (**Exhibit F, Photo 7**) and left (west) elevation (**Exhibit F, Photo 8**) have two widely-spaced 6/6 wood double-hung sash with projecting molded surrounds and projecting sills vertically aligned on each story similar in design to the front elevation windows. The left elevation also has a modern door opening onto the rear deck.

Rear (north) elevation

On the rear elevation (**Exhibit F, Photo 9**), the second story has three widely-spaced 9/9 wood windows (**Exhibit F, Photo 10**). These windows have the same projecting frames and molding profile as the 6/6 windows on the front and side elevations. A rear ell had been added in the 19th century, or was perhaps original to the house, and a second connected addition and barn was located to the west of the main house (**Exhibit G, Photo 3 and 4**). In 1994, the ells/additions were removed and a rear porch and new openings were added. The only extant element on the first story that was in place ca. 1900 is an off-centered, 9/9 wood window that is narrower but similar to the second story windows (**Exhibit F, Photo 11**). To the left of this window is a smaller wood 6/6 window added sometime in the 20th century. To the right of the 9/9 window is a window and door system installed when the porch was added in 1994. The open porch extends across the east half of the rear elevation and wraps partially across the rear portion of the west elevation. As noted above, the quoining detail on the building corners is not carried across the rear corners on this elevation. The clapboards on this elevation display a variety of reveal widths which suggests clapboards of varying ages (**Exhibit F, Photo 12**).

Interior

The interior floor plan consists of a symmetrical "double pile" with a central stair hall. The front two rooms on the first and second floor, the central stair hall, and the rear two rooms on the second floor remain intact (Note: only those spaces subject to this Preservation Restriction will be described in depth). The floors themselves consist of random-width pine boards and are all currently painted. The walls are finished with plaster, except a portion of the wall between the two front elevation windows in the Southwest Parlor which was replaced with some form of fiberboard. All the walls are currently painted, but there is photographic evidence that some rooms were previously wallpapered.

As will be noted below, there are subtle variations in the trim details in each of the front rooms on the first and second floor, likely reflecting their original roles as spaces used for public receptions vs. family gatherings, and in the case of the upstairs bedrooms, reflecting which room was likely used by Elijah and Mary Cobb.

First Story - Southwest Parlor (Exhibit B-3, Photos 13, 14, 15 and 16)

This room is (slightly) more elaborately ornamented than the Southeast Parlor. This room has the most extensive use of ornamentation. The walls of this room have wainscoting which consists (from bottom to top) of baseboards or bottom rails capped with molding, a flat panel, and a reeded or fluted panel below the molded chair rail (or cap molding) (**Exhibit F, Photo 17**). Above the wainscoting the plaster walls are painted, except as noted above. The ceiling has a narrow cornice with cove molding and dentils below. The windows are set in deeply-recessed bays (likely created by double-studding the walls). The windows have a two-tiered casing with molded edges. The interior soffit of the recessed windows, and the window shutters all have flat recessed panels with ovolo (1/4 round) and fillet molding (**Exhibit F, Photo 18**). There is a door on either side of the fireplace, both hung with HL hinges. The door knob and hardware have been removed on the door to the left of the fireplace; the door to the right has a ceramic knob and mortised latch. The door panels facing into the rooms have a similar flat recessed panel with modest ovolo and fillet molding profile as the window shutters. The doors have two-tiered casing framed by raised cove molding (**Exhibit F, Photo 19**), similar to the Southeast Parlor. There was likely a door that opened into the front hall that has since been removed. Ornamentation of the fireplace mantelpiece includes pilasters with recessed panels that have the same ovolo and fillet molding as the doors and shutters, the same reeding as the wainscoting and an applied lattice molding below the molded mantel shelf. The hearth is composed of sandstone. (**Exhibit F, Photo 20**).

First Story - Southeast Parlor (Exhibit F, Photos 21, 22, 23 and 24)

The walls of this room have wainscoting with the same detailing as the Southwest Parlor, but without the reeded molding (**Exhibit F, Photos 25**). Above the wainscoting the plaster walls are painted. The ceiling

has a narrow cornice with cove molding and dentils below, similar to the Southwest Parlor. The windows are set in deeply-recessed bays, also similar to the Southwest Parlor. The windows have a two-tiered casing with molded edges. Unlike the Southwest Parlor, the interior surfaces of the recessed windows, and the window shutters, have raised (rather than recessed) panels, and the interior soffits of the recessed windows are flat with no molded panels (**Exhibit F, Photo 26**).

There was a door on either side of the fireplace, but the door to the left has been removed and shelving has been added. There are also two doors on the left (west) wall, although the door on the right side of this wall is now fixed in place. The doors are all hung with HL hinges. Door knobs are wood or glass and all have mortised latches. The door casings have the same two-tiered casing framed by raised cove molding as the Southwest Parlor. The door panels facing into the rooms have a recessed panel with modest ovolo and fillet molding profile similar to those in the Southwest Parlor, except the door to the right of the fireplace which may have been reversed, exposing the feather-edged raised panels found on the inside face of the other doors (**Exhibit F, Photo 27**). Ornamentation of the mantelpiece is identical to that in the Southwest Parlor, with the addition of two molded caps on the mantel shelf. The hearth is composed of sandstone. A cast iron insert was added to the firebox, date unknown (**Exhibit F, Photo 28**).

Second Story - Southwest Bedroom (Exhibit F, Photos 29, 30, 31 and 32)

This is the more elaborately ornamented of the two front bedrooms. The walls of this room have wainscoting which consists of baseboards or bottom rails capped with molding, a flat panel, and a molded chair rail (or cap molding) but, like the Southeast Parlor, no reeded molding (**Exhibit F, Photo 33**). Above the wainscoting, the plaster walls are painted. Encased, exterior structural beams are visible on the southeast and southwest corners of the room (**Exhibit F, Photo 34**). The ceiling has a narrow molded cornice with dentils below similar to the first floor parlors (**Exhibit F, Photo 35**). The windows are not as deeply recessed on the second story and do not have (or have room for) interior shutters. The windows have a two-tiered casing with molded edges, similar to the windows in the parlors below. The reveals and soffit of the windows are flat with no molded panels (see also **Exhibit F, Photo 35**).

There is a door on either side of the fireplace and a door leading into the stair hall. The doors are hung with HL hinges. The doors all have mortised latches and the door knobs appear to be marbled glass or ceramic. The door panels facing into the rooms have recessed flat panels with no molding. The outside of the doors have raised panels with ovolo and fillet molding. The door casings have the same two-tiered detail as the doors in the parlors below on the first floor, except they are framed by raised ogee molding on the outside instead of cove molding (**Exhibit F, Photo 36**). The doors in this room are painted with faux graining. A fireplace is on the north wall. The mantelpiece includes raised molding which surrounds the firebox and extends out slightly at the top corners. Two broad brackets sit atop this molding and support the mantel shelf. The hearth is composed of square red ceramic tiles (**Exhibit F, Photo 37**).

Second Story - Southeast Bedroom (Exhibit F, Photos 38, 39, 40 and 41)

This room has the simplest degree of ornamentation of the front four rooms. The walls of this room have no wainscoting – they are articulated simply with a baseboard capped with ogee molding (similar to the other front rooms) and a narrow molded ceiling cornice with ogee molding (**Exhibit F, Photo 42**). The plaster walls are painted. Encased, exterior structural beams are visible on the southeast and southwest corners of the room, similar to the Southwest Bedroom. The ceiling has a narrow cornice with cove molding and no dentils (see also **Exhibit F, Photo 42**). As with the Southwest Bedroom, the windows are not as deeply recessed as those on the first floor and have no interior shutters. Unlike the other three front rooms, however, these windows have simple narrow casings (**Exhibit F, Photo 43**).

There is a door on either side of the fireplace and a door leading into the stair hall. The doors are hung with HL hinges. Door knobs are wood or glass and all have mortised latches (the mortised latch has been removed on the door in the northeast corner). The doors are painted with faux graining and have door

panels facing into the rooms with feathered raised panels with ¼ molding and fillet. The door casings have narrow flat panels with raised molded borders on the inside and outside edges.

A fireplace is on the north wall. The fireplace mantelpiece is a more simplified version of the mantelpiece in the Southwest Bedroom. It has the same raised molding which surrounds the firebox but without the slight extension at the top corners, and there are no brackets supporting the mantel shelf. The hearth is composed of square red ceramic tiles (**Exhibit F, Photo 44**).

Lower and Upper Hall and Stair (Exhibit F, Photos 45, 46, 47 and 48)

The walls of the stair hall on the first and second floor, as well as the stair, have the same wainscoting as the Southwest Parlor; namely, baseboards or bottom rails capped with molding, a flat panel, and a reeded or fluted top rail below the cap molding. The interior of the front door to the house has a molded casing and a rim lock (**Exhibit F, Photo 49**).

The stair has a relatively narrow columnar newel post set on square pedestal at the bottom of the stair, and simple square balusters (**Exhibit F, Photo 50**). Narrower columnar newel posts at the corners at the top of the stair on the second story rest on low square posts and extend down through the stair to the ceiling of the first story where they are ornamented with drip molding. The handrails have a modest ovolo molded profile. The open-stringer stair has scrolled tread ends and the outer ends of the treads have a simple nosing with ½ round profile.

The second floor stair hall has a centered window on the south wall similar in detail to the other windows on this floor. A large opening on the north wall of the stair on this floor was made sometime in the 20th century.

Kitchen

The rear rooms on the first floor have been significantly altered to accommodate a modern kitchen and bathrooms, as can be seen on the plans attached as **Exhibit H**, but a surviving element is the original fireplace (**Exhibit F, Photos 51 and 52**).

The two rear bedrooms on the second story remain relatively intact with some accommodation made for a modern bathroom.

Outbuilding

To the northeast of the main house is a large one-story outbuilding. It is clad in painted wood shingles and the roof is clad in asphalt shingles. The oldest section is the front block which has a low-pitched, side-gable roof. This part of the outbuilding has a field stone and mortar foundation. The front (south) elevation of this block has two doors and two windows of different sizes (**Exhibit F, Photo 53**). The roof extends forward on this elevation creating a full-width open porch supported by square posts. Two ells extend from right (east) side of the rear elevation of this block, giving the overall outbuilding an “L” shape. The corner formed by the main block and rear ells is completely infilled with an open parking area with low-pitched roof supported by large square posts with simple braces (**Exhibit F, Photo 54**). Until sometime in the 20th century, the outbuilding consisted only of the front (south) portion (**Exhibit G, Photo 5**).

Exhibit E

History of the Elijah Cobb House

Elijah Cobb (1768-1848) was born on a small Brewster farm, and was forced to leave home at age 6 when his father died at sea. Cobb lived and worked with another family until 1783, when he went to Boston and booked passage on a vessel, working as a cook and cabin boy. Cobb then worked for 6 ½ years on a Boston-based coaster which ran between Boston and Philadelphia. After leaving the company, he made a trip to Europe as a mate, then earned a promotion to captain. He went on to command the *Monsoon*, *Paragon* and *Ten Brothers* among other ships. He periodically returned to Brewster, including in 1793 when he married Mary Pinkham (1770-1835). In 1794, Captain Cobb gained fame as the first American sea captain to successfully negotiate a fair price for cargo that had been seized by the French during the revolution. His efforts included direct contact with and assistance from Robespierre himself shortly before the Jacobin leader was guillotined, which Cobb witnessed. When Cobb returned home, he became the most sought after commander to conduct trade and collect debts in Europe.

Cobb was in Brewster for most of 1799, during which time the house on Lower Road was built. Cobb bought the farm from Thankful Freeman, widow of David Freeman. The existing house on the property was apparently torn down or moved. The Cobb family moved in on New Year's Day, 1800. The property stretched north to the bay and included all the land currently known as Cobbs Pond Condominium and portions of Sears Point Condominium. Cobb returned to his maritime activities until the War of 1812 when the British blockade curtailed American voyages. Cobb himself was captured that year by the British after returning from a successful voyage to Cadiz. He was sent to St. Johns where he found 27 other American ships held as prizes. They were soon returned to America, after which Cobb stayed in Brewster until the war ended in 1815.

Cobb then became involved in the African trade, although he avoided direct involvement in slaving. Cobb's last voyage was in 1819. It was his second trip to Prince's Island on the Gulf of Guinea, the first in 1818 having been very profitable. Cobb was captain of the *Ten Brothers* and was accompanied by Captain Isaac Clark, Captain David Nickerson and Captain Joseph Mayo, a youth of 29. During the voyage, Cobb's three friends died of fever while in Africa, and the pestilent *Ten Brothers* was sunk upon its arrival in Boston. Cobb never went to sea again, devoting the rest of his life to town affairs. He served as Town Clerk, Treasurer, Inspector General, Representative and Senator, as well as Justice of the Peace. He died in 1848 with the honorary military rank of Brigadier General, and is buried in the Brewster Cemetery on Lower Road.

The house remained in the Cobb family, passing to Elijah Cobb's son Elijah Jr. (1799-1861), and then to Elijah Jr.'s daughter Helen Cobb (1829-1896), who was married to James Atherton Dugan (1827-1860). Their daughter, Caroline Atherton Dugan (1853-1941), known as Caro, lived in the house most of her life. During this time, the property still stretched to the bay and the family had built a beach house on the bluff, as well as a guest cottage and numerous additions to the main house. Caro trained as a kindergarten teacher but did not continue in that field. After the death of her mother in 1896, Caro left Cape Cod. The 1900 census records list her as living in Brookline, Massachusetts, serving as governess to the five children of Henry and Margaret Whitney. Josephine Whitney Duveneck, Caro's former charge, wrote in her autobiography, *Life at Two Levels*, that "Miss Dugan" was with the Whitney family for twenty-five years, excluding two months each summer when she returned to Cape Cod, presumably to Cobb House. Josephine Duveneck stated that Caro was the most important person in her life during her formative years, "as teacher, companion and friend." That closeness is evidenced by the fact that Caro deeded the property to Duveneck in 1938 (Book 543/Page 75). Duveneck was living in Los Altos, CA, and Caro continued to live in the house until her death in 1941 on her 88th birthday.

In 1945, Frank B. and Josephine Duveneck, still living in Los Altos, CA, conveyed the property to Howard M. Gibbs, Jr. of North Dartmouth, MA (Book 631/Page 241). The house remained in the Gibbs family until 1984. In 1981, Katherine Gibbs LaFleur recorded a subdivision plan, at which time the Cobb house property was reduced to its current size (see **Exhibit B**). In 1984, Katherine Gibbs LaFleur and Lee R. La Fleur conveyed the entire subdivision to Bay Colony Property Co, Inc. The company continued to own the Cobb house until 1993 when it conveyed Lot 1 which included the house to Frances Chapin (Book 8643/Page 185). By that time, the house had fallen into disrepair. Chapin removed the ells and additions, added the rear porch, and otherwise restored the house to its early 1800s condition. By 2013, the house had again fallen into disrepair following the illness and subsequent death of Ms. Chapin. The Brewster Historical Society purchased the Cobb house from Chapin's estate in 2015 (See Legal Property Description, **Exhibit A**). The Historical Society is currently restoring and rehabilitating the property to be used as their headquarters and museum house.

Exhibit F
**Current photographs of the Property and Building, including interior photographs of
rooms and spaces subject to this Restriction**

List of Photographic Views (taken May 2015)

- Exhibit F, Photo 1 - Cobb House, view of property, looking north.
- Exhibit F, Photo 2 - Cobb House, view looking northwest.
- Exhibit F, Photo 3 - Cobb House, detail of cornice and quoining, front elevation, southwest corner.
- Exhibit F, Photo 4 - Cobb House, front elevation.
- Exhibit F, Photo 5 - Cobb House, detail of front door.
- Exhibit F, Photo 6 - Cobb House, detail of window, front elevation.
- Exhibit F, Photo 7 - Cobb House, east elevation.
- Exhibit F, Photo 8 - Cobb House, west elevation.
- Exhibit F, Photo 9 - Cobb House, rear elevation.
- Exhibit F, Photo 10 - Cobb House, rear elevation, detail of second story window and cornerboard.
- Exhibit F, Photo 11 - Cobb House, rear elevation, off-center first story window.
- Exhibit F, Photo 12 - Cobb House, rear elevation, detail of varying-width clapboard.
- Exhibit F, Photo 13 - Cobb House interior, Southwest Parlor, looking south.
- Exhibit F, Photo 14 - Cobb House interior, Southwest Parlor, looking west.
- Exhibit F, Photo 15 - Cobb House interior, Southwest Parlor, looking north.
- Exhibit F, Photo 16 - Cobb House interior, Southwest Parlor, looking east.
- Exhibit F, Photo 17 - Cobb House interior, Southwest Parlor, detail of wainscoting.
- Exhibit F, Photo 18, Cobb House, Southwest Parlor, detail of window.
- Exhibit F, Photo 19 - Cobb House interior, Southwest Parlor, detail of northwest door and trim.
- Exhibit F, Photo 20 - Cobb House interior, Southwest Parlor, detail of fireplace.
- Exhibit F, Photo 21 - Cobb House interior, Southeast Parlor, looking south.
- Exhibit F, Photo 22 - Cobb House interior, Southeast Parlor, looking west.
- Exhibit F, Photo 23 - Cobb House interior, Southeast Parlor, looking north.

Exhibit F, Photo 24 - Cobb House interior, Southeast Parlor, looking east.

Exhibit F, Photo 25 - Cobb House interior, Southeast Parlor, detail of wainscoting, southwest corner.

Exhibit F, Photo 26 - Cobb House interior, Southeast Parlor, detail of window, looking south.

Exhibit F, Photo 27 - Cobb House interior, Southeast Parlor, detail of northeast door.

Exhibit F, Photo 28 - Cobb House interior, Southeast Parlor, detail of fireplace.

Exhibit F, Photo 29 - Cobb House interior, Southwest Bedroom, looking south.

Exhibit F, Photo 30 - Cobb House interior, Southwest Bedroom, looking west.

Exhibit F, Photo 31 - Cobb House interior, Southwest Bedroom, looking north.

Exhibit F, Photo 32 - Cobb House interior, Southwest Bedroom, looking east.

Exhibit F, Photo 33 - Cobb House interior, Southwest Bedroom, detail of wainscoting, southwest corner.

Exhibit F, Photo 34 - Cobb House interior, Southwest Bedroom, detail of southwest corner post.

Exhibit F, Photo 35 - Cobb House interior, Southwest Bedroom, cornice and window detail.

Exhibit F, Photo 36 - Cobb House interior, Southwest Bedroom, detail of door in southeast corner.

Exhibit F, Photo 37 - Cobb House interior, Southwest Bedroom, detail of fireplace.

Exhibit F, Photo 38 - Cobb House interior, Southeast Bedroom, looking south.

Exhibit F, Photo 39 - Cobb House interior, Southeast Bedroom, looking west.

Exhibit F, Photo 40 - Cobb House interior, Southeast Bedroom, looking north.

Exhibit F, Photo 41 - Cobb House interior, Southeast Bedroom, looking east.

Exhibit F, Photo 42 - Cobb House interior, Southeast Bedroom, detail of door surround, post, cornice.

Exhibit F, Photo 43 - Cobb House interior, Southeast Bedroom, detail of window.

Exhibit F, Photo 44 - Cobb House interior, Southeast Bedroom, detail of fireplace.

Exhibit F, Photo 45 - Cobb House interior, Lower Hall, looking south.

Exhibit F, Photo 46 - Cobb House interior, Lower Hall, looking north.

Exhibit F, Photo 47 - Cobb House interior, Upper Hall, looking south.

Exhibit F, Photo 48 - Cobb House interior, Upper Hall, looking north.

Exhibit F, Photo 49 - Cobb House interior, Lower Hall, detail of front door.

Exhibit F, Photo 50 - Cobb House interior, detail of stair, looking northeast.

Exhibit F, Photo 51 - Cobb House interior, Kitchen Fireplace, looking south.

Exhibit F, Photo 52 - Cobb House interior, Kitchen Fireplace, detail of bake door.

Exhibit F, Photo 53 - Cobb House outbuilding, looking north.

Exhibit F, Photo 54 - Cobb House outbuilding, looking east.



Exhibit F, Photo 1 - Cobb House, view of property, looking north.



Exhibit F, Photo 2 - Cobb House, view looking northwest.



Exhibit F, Photo 3 - Cobb House, detail of cornice and quoining, front elevation, southwest corner.



Exhibit F, Photo 4 - Cobb House, front elevation.



Exhibit F, Photo 5 - Cobb House, detail of front door.



Exhibit F, Photo 6 - Cobb House, detail of window, front elevation.



Exhibit F, Photo 7 - Cobb House, east elevation.



Exhibit F, Photo 8 - Cobb House, west elevation.



Exhibit F, Photo 9 - Cobb House, rear elevation.



Exhibit F, Photo 10 - Cobb House, rear elevation, detail of second story window and cornerboard.



Exhibit F, Photo 11 - Cobb House, rear elevation, off-center first story window.



Exhibit F, Photo 12 - Cobb House, rear elevation, detail of varying-width clapboard.



Exhibit F, Photo 13 - Cobb House interior, Southwest Parlor, looking south.



Exhibit F, Photo 14 - Cobb House interior, Southwest Parlor, looking west.



Exhibit F, Photo 15 - Cobb House interior, Southwest Parlor, looking north.



Exhibit F, Photo 16 - Cobb House interior, Southwest Parlor, looking east.



Exhibit F, Photo 17 - Cobb House interior, Southwest Parlor, detail of wainscoting.



Exhibit F, Photo 18, Cobb House, Southwest Parlor, detail of window.



Exhibit F, Photo 19 - Cobb House interior, Southwest Parlor, detail of northwest door and trim.



Exhibit F, Photo 20 - Cobb House interior, Southwest Parlor, detail of fireplace.



Exhibit F, Photo 21 - Cobb House interior, Southeast Parlor, looking south.



Exhibit F, Photo 22 - Cobb House interior, Southeast Parlor, looking west.



Exhibit F, Photo 23 - Cobb House interior, Southeast Parlor, looking north.



Exhibit F, Photo 24 - Cobb House interior, Southeast Parlor, looking east.



Exhibit F, Photo 25 - Cobb House interior, Southeast Parlor, detail of wainscoting, southwest corner.



Exhibit F, Photo 26 - Cobb House interior, Southeast Parlor, detail of window, looking south.

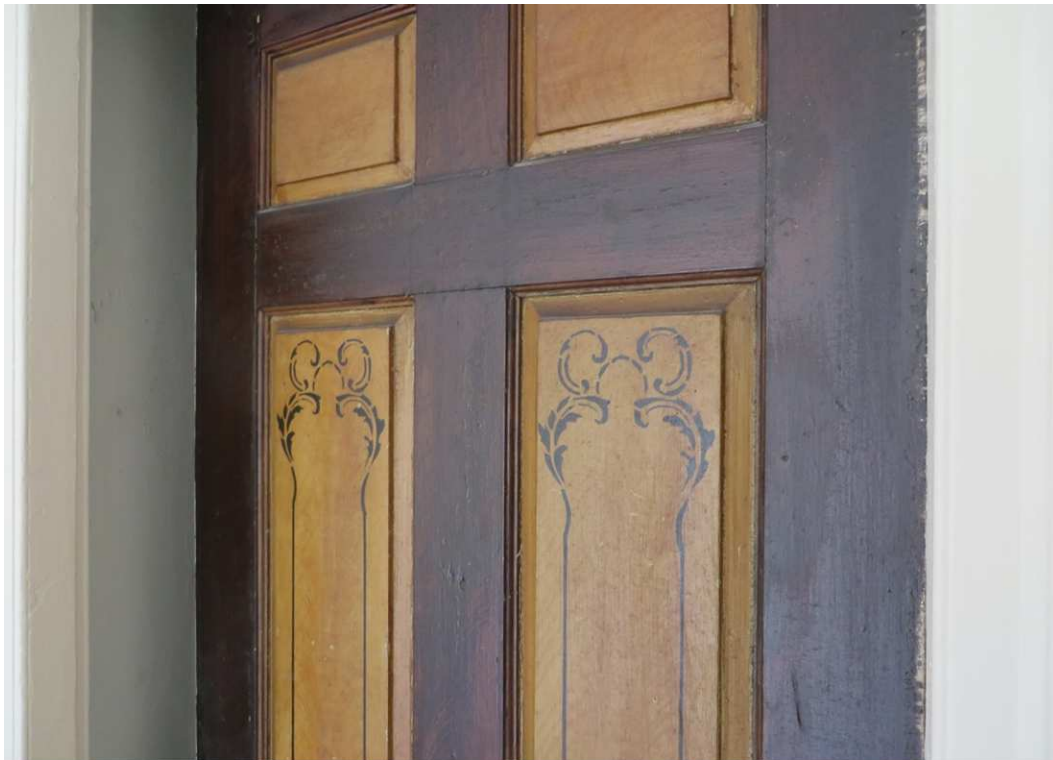


Exhibit F, Photo 27 - Cobb House interior, Southeast Parlor, detail of northeast door.



Exhibit F, Photo 28 - Cobb House interior, Southeast Parlor, detail of fireplace.



Exhibit F, Photo 29 - Cobb House interior, Southwest Bedroom, looking south.



Exhibit F, Photo 30 - Cobb House interior, Southwest Bedroom, looking west.



Exhibit F, Photo 31 - Cobb House interior, Southwest Bedroom, looking north.



Exhibit F, Photo 32 - Cobb House interior, Southwest Bedroom, looking east.



Exhibit F, Photo 33 - Cobb House interior, Southwest Bedroom, detail of wainscoting, southwest corner.



Exhibit F, Photo 34 - Cobb House interior, Southwest Bedroom, detail of southwest corner post.



Exhibit F, Photo 35 - Cobb House interior, Southwest Bedroom, cornice and window detail.



Exhibit F, Photo 36 - Cobb House interior, Southwest Bedroom, detail of door in southeast corner.



Exhibit F, Photo 37 - Cobb House interior, Southwest Bedroom, detail of fireplace.



Exhibit F, Photo 38 - Cobb House interior, Southeast Bedroom, looking south.



Exhibit F, Photo 39 - Cobb House interior, Southeast Bedroom, looking west.



Exhibit F, Photo 40 - Cobb House interior, Southeast Bedroom, looking north.



Exhibit F, Photo 41 - Cobb House interior, Southeast Bedroom, looking east.



Exhibit F, Photo 42 - Cobb House interior, Southeast Bedroom, detail of door surround, post, cornice.



Exhibit F, Photo 43 - Cobb House interior, Southeast Bedroom, detail of window.



Exhibit F, Photo 44 - Cobb House interior, Southeast Bedroom, detail of fireplace.



Exhibit F, Photo 45 - Cobb House interior, Lower Hall, looking south.



Exhibit F, Photo 46 - Cobb House interior, Lower Hall, looking north.



Exhibit F, Photo 47 - Cobb House interior, Upper Hall, looking south.



Exhibit F, Photo 48 - Cobb House interior, Upper Hall, looking north.



Exhibit F, Photo 49 - Cobb House interior, Lower Hall, detail of front door.



Exhibit F, Photo 50 - Cobb House interior, detail of stair, looking northeast.



Exhibit F, Photo 51 - Cobb House interior, Kitchen Fireplace, looking south.



Exhibit F, Photo 52 - Cobb House interior, Kitchen Fireplace, detail of bake door.



Exhibit F, Photo 53 - Cobb House outbuilding, looking north.



Exhibit F, Photo 54 - Cobb House outbuilding, looking east.

Exhibit G
Historic photographs

Exhibit G, Photo 1 - Cobb House, ca. 1893.

Exhibit G, Photo 2 - Cobb House, front elevation, ca. 1901.

Exhibit G, Photo 3 - Cobb House, rear elevation, ca. 1901.

Exhibit G, Photo 4, rear elevation, ca. 1902.

Exhibit G, Photo 5 - Outbuilding, The Den, ca. 1901.

Exhibit G, Photo 6 - Cobb House, HABS, 1959.



Exhibit G, Photo 1 - Cobb House, ca. 1893.



Exhibit G, Photo 2 - Cobb House, front elevation, ca. 1901.



Exhibit G, Photo 3 - Cobb House, rear elevation, ca. 1901.



Exhibit G, Photo 4, rear elevation, ca. 1902.



Exhibit G, Photo 5 - Outbuilding, The Den, ca. 1901.



Exhibit G, Photo 6 - Cobb House, HABS, 1959.

Exhibit H

Cobb House floor plans, Brown Lindquist Fenuccio & Raber Architects, Inc. Interior spaces subject to the Preservation Restriction indicated in red.

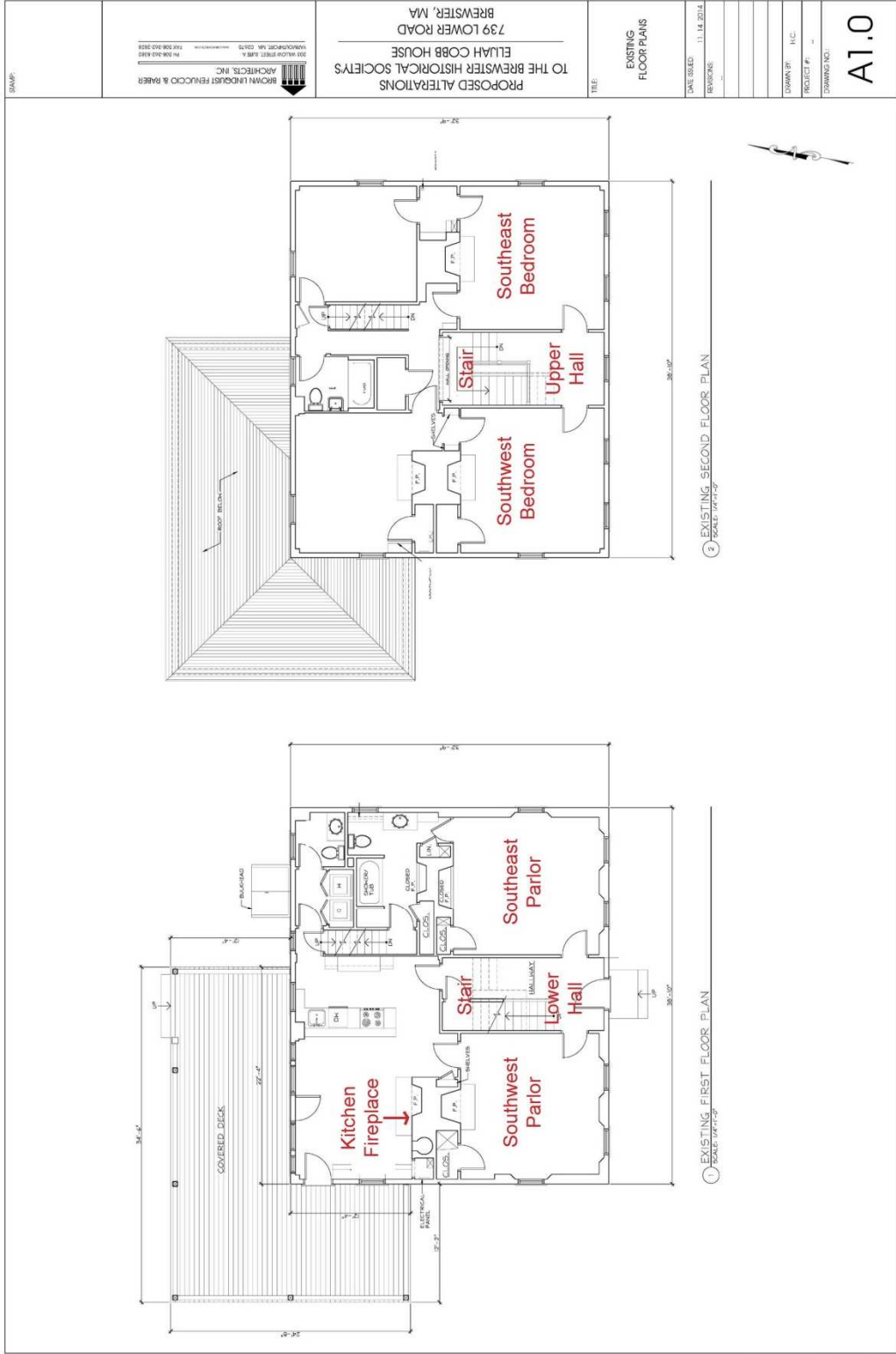


Exhibit I

Restriction Guidelines and Procedures for Maintenance and Improvements

1. PREAMBLE

The purpose of these Guidelines is to assist the Property Owner (the Owner) and the Town of Brewster (the Town) and its designated agent, the Brewster Select Board (the Select Board) in retaining the substance and character of the historic structures and land including the 1799 Capt. Elijah Cobb House (the Building) located at 739 Lower Road, Brewster, Barnstable County, Massachusetts (the Property), by establishing standards and procedures for maintenance and improvements in accordance with the principles established in the Preservation Restriction to which this is appended.

2. GENERAL PROVISIONS

In view of the importance to the Town of preserving the Property's character and integrity, both with respect to the Building and in context with its surroundings, the following general guidelines shall apply:

2.1 The exterior of the south, east, and west elevations of the house and the second story of the north elevation shall be maintained and not altered. The first story of the north elevation has been altered in the past, including the removal of an ell and addition, the addition of French doors and the addition of a porch. Alterations are permitted on the first story of the north elevation provided they conform in scale, materials and design to the overall architectural character of the Building, subject to Select Board review and approval.

2.2 The interior (including floors, walls, ceilings, doors and door surrounds, windows and window surrounds, fireplaces and mantelpieces, and ornamental trim) in the Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom and Southeast Bedroom (as shown on a plan attached as **Exhibit H**) shall be maintained and not altered, except as provided below.

2.3 Necessary reconstruction or replacement of any portion of the house shall reproduce the existing exterior features and components, except as specifically indicated in these Guidelines. The house may not be elevated from its original foundation height, or have its roofline raised.

2.4 The Outbuilding may not be altered after the date of this Restriction without Select Board and Old King's Highway Regional Historic District approval. New freestanding outbuildings are allowable provided they not adversely impact the view of the Building from the street. The addition of any new outbuildings, or the relocation of existing outbuildings, must be reviewed and approved by the Select Board.

2.5 Modifications of landscaping and site features shall be in keeping with the character of the neighborhood and 19th century landscape traditions. Any new hardscape features (driveways, walkways) and fences are subject to approval by the Select Board. Any new landscape features (trees, planting beds) which might impact the view of the Building from the street must be reviewed and approved by the Select Board.

3. GENERAL REQUIREMENTS AND REVIEW PROCEDURES

3.1 Work Subject to Review

3.1.1 Approval by the Select Board is not required for ordinary maintenance and repair of existing fabric in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), hereinafter the "Secretary's Standards" and these Guidelines. The right to maintain and repair shall mean the use by the Owner of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. The right to maintain and repair shall not include the right to make changes in appearance, materials, material colors and workmanship from that existing prior to the maintenance and repair without the prior approval of the Select Board.

3.1.2 All other non-maintenance changes and additions are subject to review by the Select Board. Approval of any proposed work must be granted in writing by the Select Board in advance of the commencement of construction.

3.2 Review Standards and Procedures

3.2.1 Review procedures, including those conducted for emergency repair and replacement, shall generally be conducted in accordance with applicable provisions of the following:

3.2.2 The Secretary's Standards.

3.2.3 Determinations by the Select Board relating to work subject to review shall be based on the primary objective of retaining the substance and character of the Property, in accordance with the provisions of Paragraph 2 of these Guidelines.

3.3 Submittal and Documentation Requirements

Material required for review may include such documentation as scale drawings, renderings, specifications, and product descriptions and samples.

3.4 Qualifications of Consultants and Contractors

3.4.1 All design work shall be performed by an architect currently licensed in Massachusetts, preferably with historical renovation and reconstruction experience.

3.4.2 All construction, except simple maintenance projects, shall be performed by contractors currently licensed in Massachusetts, preferably with a minimum of five years' experience in historical renovation and reconstruction.

4. BUILDING RENOVATION AND CONSTRUCTION STANDARDS

4.1 General Standards

4.1.1 All products, components, and materials shall be of the best quality.

4.1.2 Reconstruction of existing portions of the Building shall reproduce existing construction exactly.

4.1.3 New construction shall maintain the scale, proportions, detailing and general character of the existing Building.

4.2 Specific Standards for the Exterior of Building

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the Town's primary objective for the Property.

4.2.1 Paint: Changes in exterior paint colors are allowed. Colors must be historically appropriate and must be approved by the Select Board.

4.2.2 Siding: Maintain all original or historically significant siding on Building, as determined by the Select Board. Replacement siding, if needed, must be wood and match the existing clapboard in width and profile, including the variable widths found on the rear elevation.

4.2.3 Roof material: New roofing must utilize red cedar shingles similar in size to existing.

4.2.4 Chimneys: Maintain all chimneys. If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement brick is required, it must match the existing in color and size.

4.2.5 Foundation: Maintain brick foundation. If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. It is encouraged, but not required, that those portions of the foundation that are parged be restored to the original exposed brick and the parging removed. If replacement brick is required, it must match the existing in color and size.

4.2.6 Dormers and Skylights: New dormers and skylights are not permitted.

4.2.7 Trim and Decoration: Maintain original trim as possible, replace-in-kind if necessary.

4.2.8 Windows: All of the windows on the south, east, and west elevation, all windows on the second story of the north elevation, and the off-centered 9/9 window on the first story of the north elevation are either original or historically significant, and must be properly maintained and restored as needed. These windows may not be replaced. Remaining windows on the north elevation may be replaced or changed. All replacement window designs and specifications are to be approved by the Select Board. New windows used on the north elevation first story must be good quality, historically appropriate single-glazed true-divided wood windows that maintain the 6/6 muntin pattern of other modern replacement windows in order to distinguish them from historically significant windows. Location of new windows must conform to the overall pattern of window spacing on the Building.

4.2.9 Storm windows: Storm windows are allowed with review by Select Board. Storm windows must match the color of the underlying window surround and the meeting rails must align with the meeting rails of the window sash.

4.2.10 Shutters: Existing wood louvered shutters may be reinstalled or replaced-in-kind, including use of appropriate hardware (including shutter dogs and pintles). Design and color of the shutters must be reviewed and approved by the Select Board.

4.2.11 Doors and storm doors: Original doors must be restored if possible and if not, must be replaced-in-kind; design to be approved by the Select Board. Replacement of non-original doors must be wood, and be compatible in design, color, and finish of existing historic doors, as approved by the Select Board. Storm doors are not permitted on the front (south) elevation, but

are otherwise allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Select Board.

4.2.12 Building-Attached Lighting Fixtures: Light fixtures may be used but must be minimal in appearance, appropriate to the Building, and must be approved by the Select Board.

4.2.132 Equipment: Window mounted HVAC or other ventilation equipment are not permitted. Openings made for HVAC or other equipment on the exterior of the Building must be located in a manner that does not detract from the Building, and must be reviewed and approved by the Select Board.

4.3 Specific Standards for the Interior spaces subject to this Restriction

4.3.1 All flooring, baseboards, wainscoting, plaster walls, cornices, plaster ceilings, doors (including hardware) and door surrounds, window surrounds including interior shutters, fireplaces including mantelpieces, and stairs including treads, newel posts, balusters and handrail, in the spaces shown in Exhibit H and described in Exhibit D must be retained and restored. If replacement is required, the replacement must match the existing in materials and design.

4.3.2 The kitchen fireplace must be retained. If repointing of the brick is necessary, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement brick is required, it must match the existing in color and size.

4.3.3 Color changes of the floors, walls and ceilings must be reviewed by the Select Board and must be based on evidence that the replacement color had been used in the specific location and/or is an appropriate color treatment for the period of the house. Those doors that are painted with faux graining must retain that detail.

4.3.4 The following interior alterations are permitted with Select Board approval to ensure appropriate design and materials: Restoration of plaster walls in the Southwest Parlor between the south windows, infilling of the modern opening in the upper north wall of the stair, restoration of missing doors, including appropriate hardware, and removal of fire insert in the Southeast Parlor.

5. LANDSCAPING AND SITE STANDARDS

5.1 General goals

The principal landscaping goals are maintenance of the view of the house from the street and the retention or addition of landscape features that are compatible with the 19th century period of the house.

5.2 Planting

5.2.1 The front (south) yard shall remain sufficiently open to preserve views of the Property from Lower Road.

5.2.2 No large new plantings are allowed in front of the Building; smaller plantings should not obscure the view of the Building and must be approved by the Select Board.

5.2.3 Large areas of wood chips and colored mulch are prohibited in the front of the house, or anywhere visible from the street. Mulch under shrubs and flower beds are acceptable.

5.2.4 Plant species appropriate for a 19th century home should be researched, and a qualified professional with knowledge of historic gardens from this period is recommended.

5.3 Lighting

5.3.1 Exterior lighting is allowed but should be kept to a minimum and reflect the character of the Property.

5.3.2 Accent lighting of the Building or other outbuildings, walkways, trees, and landscape features is not allowed.

5.4 Driveways and Walkways

5.4.1 The existing driveway, including location and paving materials, may be modified and new parking areas may be added subject to review and approval by the Select Board.

5.4.2 Suggested materials for new walkways include flagstone or red brick set in sand or stone dust. Use of asphalt or concrete for walkways or site stairs is not appropriate.

Exhibit J

Town Meeting Articles

Article 10 on May 5, 2014 Special Town Meeting Warrant

COMMUNITY PRESERVATION COMMITTEE

ARTICLE NO. 10: To see if the Town will vote to act upon the recommendation of the Community Preservation Committee and to appropriate from the Community Preservation Committee Fund Balance the amount shown below and for the purpose identified below; to authorize the Town Administrator to enter into contracts for the award of grants to the following agency; to authorize the Community Preservation Committee, pursuant to the provisions of Massachusetts General Laws, Chapter 184, Sections 31 through 33, to require a Historic Preservation Restriction in the awarding of the following grants; and to authorize the Town of Brewster, acting by and through its Board of Selectmen, to hold and enforce such Historic Preservation Restriction, all as follows:

Item: Category: Request:

1. Historic Preservation

a. Brewster Historical Society for the purchase of the Captain Elijah Cobb House:	<u>\$350,000.00</u>
Grand Total	\$350,000.00

or to take any other action relative thereto

(Majority Vote Required)

(Community Preservation Committee)

Article 7 on May 4, 2015 Special Town Meeting Warrant

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 7: To see if the Town will vote to act upon the recommendation of the Community Preservation Committee and to appropriate from the Community Preservation Fund Balance reserved for Open Space, the Community Preservation Fund Balance Reserved for Community Housing, the Community Preservation Fund Balance reserved for Historic Preservation and

the Community Preservation Budget Reserve the amounts shown below and for the purposes identified below; to authorize the Town Administrator to enter into contracts for the award of grants to the following agencies; to authorize the Community Preservation Committee, pursuant to the provisions of Massachusetts General Laws, Chapter 184, Sections 31 through 33, to require an Affordable Housing Restriction and Historic Preservation Restriction in the awarding of certain grants; and to authorize the Town of Brewster, acting by and through its Board of Selectmen, to hold and enforce such Historic Preservation and Affordable Housing Restrictions, all as follows:

Item: Category:

1. Open Space:

Eldredge Property Debt Repayment- Transfer the sum of **\$140,000.00** from the Fund Balance Reserved for Open Space to pay the debt service expense on the loan obtained in connection with the Eldredge Property acquisition (Article 9 of November 17, 2014 Special Town Meeting)

2. Community Housing:

Harwich Ecumenical Council for the Homeless' Homeowner Emergency Loan Program - Transfer the sum of **\$118,000.00** from the Fund Balance Reserved for Community Housing to award a grant to the Harwich Ecumenical Council for the Homeless to be utilized to administer the Housing Emergency Loan Program in the Town of Brewster.

3. Historic Preservation

- a. **Brewster Historical Society** - Funding towards the preservation, renovation and rehabilitation of the Captain Elijah Cobb House- Transfer the sum of **\$100,000.00**; (\$64,663.00 from the Fund Balance reserved for Historic Preservation, and \$35,337.00 from the Community Preservation Budget Reserve) to award a grant to the Brewster Historical Society to be utilized for the rehabilitation and preservation of the Captain Elijah Cobb House.
- b. **Brewster Cemetery Association** - Funding for critically needed repairs and restorations to historic tombstones, monuments and a holding vault in the Brewster Cemetery on Lower Road -Transfer the sum of **\$86, 350.00** from the Community Preservation Budget Reserve to award a grant to the Brewster Cemetery Association to undertake repairs and restorations to historic tombstones, monuments and a holding vault in the Brewster Cemetery on Lower Road.

Grand Total **\$444,350.00**

or to take any other action relative thereto.

(Majority Vote Required

(Community Preservation Committee)

Article 9 on May 7, 2018 Special Town Meeting Warrant

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 9: To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2019 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year, or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

Motion: Move that the following sums be appropriated or reserved for later appropriation from the Community Preservation Fund Fiscal Year 2019 revenues or other available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of community preservation projects and all other necessary and proper expenses, for Fiscal Year 2019 community preservation purposes, with each item considered a separate appropriation to be spent by the Community Preservation Committee, all as set forth below:

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
1	Historic Preservation			
	a. Brewster Historical Society	Professional services and costs associated with the rehabilitation of the Cobb House outbuilding	\$110,120 from Fiscal Year 2019 Community Preservation Fund Fiscal Year Estimated Annual Revenues	\$140,000.00
Sub-total				\$140,000.00
2	Community Housing			
	a. Brewster Housing Authority	Professional services and costs associated with the upgrade, repairs, and replacement of Huckleberry Lane Roofs	\$59,120 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues and \$70,880 from the Community Housing Reserve	\$130,000.00
	b. Town of Brewster – Town Administration	Payroll and operating costs associated with continuing the Part Time Housing Coordinator position to assist the public with	\$36,000 from the Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$36,000.00

		the affordable housing program.		
	c. Community Development Partnership – Cape Housing Institute	Professional service costs associated with a training program that equips local elected and appointed officials and residents with the knowledge and skills needed to support the creation of more year round affordable housing	\$15,000 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$15,000.00
	Sub-total			\$181,000.00
3	Open Space			
	a. Community Preservation Debt Service	Payment of existing debt principal and interest for the Jolly Whaler, BBJ Property, and Bates Property Bonds.	\$294,928 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$294,928.00
	b. Designated Reserves for Open Space	Transfer unexpended funds to appropriate reserves in accordance with the Community Preservation Act.	\$55,672 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$255,672.00
	Sub-total			\$550,600.00
4	Reserves for Community Preservation			
	a. Town of Brewster – Recreation Department	Professional services and costs associated with the upgrade, repairs, replacement and construction associated with improving the Recreation Department Tennis Courts	\$35,000 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$35,000.00
	b. Administration Expense	Costs associated with general administration and operating expenses related to carrying out the operations of the Community Preservation Committee	\$55,060 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$55,060.00
	c. Designated Reserves for Community Preservation	Transfer unexpended funds to appropriate reserves in accordance with the Community Preservation Act	\$181,806.90 from the Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$181,806.90
	Sub-total			\$271,866.90
	Grand Total			\$1,143,466.90

For Fiscal Year 2019 Community Preservation purposes, each item is considered a separate appropriation to be spent by the Community Preservation Committee; provided however, that the above expenditures may be conditional on the recording of the appropriate historic preservation restrictions for historic resources, open space restrictions for open space reserves, and housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Massachusetts General Law Chapter 184, Section 12 of the Community Preservation Act;

Further, to sunset the administrative expense authorization at the close of the fiscal year and transfer any unused balance to the fund balance reserved for Community Preservation;

And further, any revenues received in excess of the estimated receipts are transferred to their respective reserve fund balance(s) for future appropriation using the allocation formula of 50% Open Space, 10% Housing, 10% Historical and 30% for Community Preservation Reserve.

Exhibit K

Certified Select Board Vote

(To Be Added Once Vote Occurs After MHP Pre-Approval When the Certification of the Select Board Vote is Available)

5754347.1
5930146.1



To: Brewster Select Board

From: Suzanne Bryan, Brewster Government Television

Re: Declare Items as Surplus for Transfer

I am requesting that four Freedom Par Quad-4 lights be considered as surplus for transfer to the Crosby Mansion. These lights were purchased about a year ago by the previous BGTV consultant, however BGTV does not have a need for them. The approximate value of all four lights is \$1200. The Crosby Mansion Manager, Richard Archer, has indicated a need for the lights for events held at the mansion.

Thank you for your consideration.



MEMORANDUM

To: Brewster Select Board
Peter Lombardi, Town Manager
Donna Kalinick, Assistant Town Manager
Jill Scalise, Housing Coordinator

From: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.

Subject: FY24 Brewster Regional CDBG Grant Application

Date: December 20, 2024

The Massachusetts Executive Office of Housing & Livable Communities has recently announced its Community Development Block Grant (CDBG) round and application deadline. The town of Brewster has an opportunity to apply for up to \$1,375,000 as the lead community for a regional grant. We are proposing to submit the grant for the same three towns (Brewster, Dennis & Wellfleet) to continue the popular housing rehabilitation and childcare subsidy programs.

The Housing Rehab Program would fund 20 households with a 0% interest deferred-payment forgivable loan, making repairs of up to \$50,000 to keep low and moderate-income residents in their homes. Code repairs, weatherization and health & safety violations will continue to be the priority. All applicants are accepted on a first-come/first-served basis.

The Childcare Subsidy Program would provide up to \$7,000 per eligible child to subsidize care while parents work, go to school or seek employment. The funds go directly to the participating certified childcare provider based on the child's attendance. These funds subsidize the parent's payments on a sliding scale basis.

These two programs are well-regarded by residents and continue to have a long waitlist. As always there is no cost to the town and an enormous benefit to residents.

The following motion may be useful as you consider this vote:

Proposed Motion: Move to submit an FY24 CDBG grant for housing rehabilitation and childcare subsidies and to authorize the Town Manager or Designee to sign the grant application and associated forms.

**PUBLIC HEARING
FY24 BREWSTER REGIONAL CDBG GRANT**

The Brewster Select Board will hold a Public Hearing on Monday, January 22, 2024, at 6:15 pm, at Brewster Town Hall, 2198 Main Street, Brewster, MA to discuss the town's FY24 regional CDBG application including housing rehabilitation and childcare subsidies serving eligible residents of Brewster, Dennis & Wellfleet. Residents from all three towns are invited to participate and any person wishing to be heard will be afforded the opportunity. Written comments will also be accepted and considered and must be submitted to the Select Board by January 22, 2024, at 9:00 am.

Residents of the three towns may join the Zoom webinar by computer, tablet or phone at:

<https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWWhVU09kanUzQT09>

Passcode: 509224

To request to speak tap Zoom "Raise hand", then wait to be recognized

Phone: (312) 626 6799 or (301) 715-8592

Webinar ID: 890 9291 0526

Passcode: 509224

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

For additional information or questions please contact Cassie Boyd Marsh, grant administrator, at 508-430-4499 x1.

FY 21 BREWSTER REGIONAL CDBG GRANT QUARTERLY REPORT FOR THE PERIOD ENDING 12/31/23

Administration & Management

The administration of the FY21 Brewster Regional CDBG grant is progressing well with no issues or concerns. During this quarter the Grant Administrator worked closely with the housing rehab sub-grantee to deal with construction issues, cost overruns, and single case waiver requests. We are also dealing with numerous residents who have been mandated to replace their septic systems, so demand remains high. The town of Brewster does a terrific job providing information on the CDBG grant and supporting the programs. The towns and community-at-large holds these programs in very high regard.

Housing Rehab Program

We have **20** projects in total for the FY21 Grant: **All 20** are under contract of which: **17** are completed and closed out, **2** in active construction nearing completion by the end of the month (one waiting for SCW approval and one waiting for a door delivery) and **1** waiting for building permit and materials. The last project should be easy – mostly siding and a few exterior components. The breakouts are **Brewster 6** projects, **Dennis 9** projects and **Wellfleet 5** projects. **Twelve** households are elderly (8 single females and 4 couples) and **3** are families, two with children under 6. Lead and septic are the big money items this grant cycle; \$122,353 and \$85,781 respectively. We had 3 single case waivers – 2 due to change orders involving varying degrees of rot mid-construction and one whopper due to extensive lead paint hazards. At the end of the last project, 100% of the grant funding will have been spent.

Operations

We have 5 GC's participating, 2 smaller operations that join in as their schedule allows, one GC has yet to submit a bid – still feeling out the program and 2 GC's who consistently bid. We have one new GC who is interested and pending application approval. It seems construction is slowing a bit on Cape and GCs are eager to bid.

Marketing in the Community

Marketing efforts had been redirected in the last quarter toward the new grant, FY22/23. We currently have 14 applications submitted for evaluation. Word of mouth which is by far the most effective and widespread. The COAs are featuring a blurb about the Housing Rehab Program in each newsletter.

FY21 Program ~ Labor Shortages & Inflation.

We are noticing a bit of a slowdown in the Cape construction world though costs remain high as GCs finally take a breather to fully assess their cost margins. High costs remain on Cape Cod and a shortage of labor due to the lack of affordable housing for workers. Everything is still taking longer to schedule, i.e., permitting, septic designs & installations, plumbers, electricians, and our high risk deleader is coming from off Cape and we are using him more and more due to the increased presence of lead in these projects.

PERFORMANCE MEASURES - HOUSING REHABILITATION:

- # of homeowner units occupied by elderly: 13
- # of homeowner units moved from substandard to standard: **13**
- # of homeowner units made accessible: 3
- # of homeowner units brought into compliance with lead safety rules: **5**

LEAD PAINT REPORTING

<u>*Applicable Lead Paint Requirement:</u>		<u>*Lead Hazard Remediation Action</u>	
Housing constructed before 1978	13	Lead safe Work Practices ~ (Hard costs <\$5k)	9
Exempt: housing constructed 1978 or later	7	Interim Control or Std Practices ~ (Hard costs \$5K -\$25K)	2
Otherwise exempt		Abatement ~ (Hard costs > \$25,000)	2
Exempt: Hard costs <= \$5,000			
Total	20		Total 13

*****as projects come under contract, the performance measures & the lead hazard remediation action will be filled in.**

Real Life in Wellfleet: Brewster Housing Rehab Program assists Cape Legend:

Capt'n Rick (as even the construction and heat installation crew call him), is a legendary fisherman, charter boat captain forced into retirement after suffering a stroke a few years ago. That was more salt in the wound after losing the beloved Naviator; the iconic fishing vessel moored in the Wellfleet Harbor for decades when a wintry blizzard's ice crushed the hull against the pilings. His mind is still sharp though his body and communication skills make all his everyday tasks more challenging, especially home repairs.

- Replace leaking roof and skylights.
- Replace rotted siding and trim.
- Replace failed ext. doors/storms (2x sets).
- Remove tub/shower; install walk-in shower and comfort height toilet for safety.
- Leveraged full heat pump conversion from oil heat plus solar hot water heater with Cape Light Compact

Before ~ Solid home needs new roof, siding and safe bathroom



After ~ The FINAL! New roof, new siding, doors and heat pumps....



Back porch roof



.....And safe walk-in shower with comfort height toilet



FY21 Brewster Childcare Subsidy Program

The FY21 Brewster Regional Childcare Subsidy Program has ended with this quarter and we're pleased with the goals achieved throughout the grant period. Low-moderate income families in Brewster, Dennis & Wellfleet had the burden of high childcare costs reduced and were able to seek or maintain employment knowing their child was safely cared for. Throughout this program, we received 37 family applications and approved 25. This program served a total of 37 children and utilized 96% of the available funds. These three communities are also thrilled with the news that more funding is available through the FY22/23 program, which is now underway and accepting applications.

Performance Measures:

New Access: 29

Improved Access: 8

No Longer Substandard: 0

**FY 22/23 BREWSTER REGIONAL CDBG GRANT
QUARTERLY REPORT
FOR THE PERIOD ENDING 12/31/2023**

Administration & Management

During this quarter the town went out to bid and hired Bailey Boyd Associates, Inc. as their grant administrator. The town's Environmental Review was completed, submitted to EOHLA, and cleared. Special Conditions were also submitted and cleared. The Grant Administrator went out to bid for a housing rehabilitation sub-grantee. One bid was received, from TRI (The Resource, Inc.). As the FY21 sub-grantee, town and grant administration staff have positive experience with this organization and they were hired in December.

The grant administrator and town look forward to a successful FY22/23 grant implementation and there is significant interest in the housing rehabilitation and childcare subsidy programs.

Housing Rehab Program

Program

The Brewster Regional Housing Rehab grant was awarded to TRI and contracts signed at the end of December. We currently have 14 full applications ready for evaluation and contractors eagerly on stand-by to jump into a new year.

Operations

We have 5 GC's participating, 2 smaller operations that join in as their schedule allows, one has yet to submit a bid – still feeling out the program and we have 2 GC's who consistently bid. We have one new GC interested and pending application approval. It seems construction is slowing a bit on Cape and GCs are eager to bid.

Marketing in the Community

Marketing efforts had been redirected toward the FY22/23 grant. We are working on setting up info sessions and circulating our materials in the communities. Word of mouth is by far the most effective and widespread. The COAs are featuring a blurb about the Housing Rehab Program in each newsletter.

FY22/23 Program ~ Labor Shortages & Inflation.

There has been a bit of a slowdown in the Cape construction world though costs remain high as GCs finally take a breather to fully assess their cost margins. High costs remain on Cape Cod and a shortage of labor due to the lack of affordable housing for workers.

PERFORMANCE MEASURES - HOUSING REHABILITATION:

- # of homeowner units occupied by elderly:
- # of homeowner units moved from substandard to standard:
- # of homeowner units made accessible:
- # of homeowner units brought into compliance with lead safety rules:

LEAD PAINT REPORTING

***Applicable Lead Paint Requirement:**

- Housing constructed before 1978
- Exempt: housing constructed 1978 or later
- Otherwise exempt
- Exempt: Hard costs <= \$5,000

***Lead Hazard Remediation Action**

- Lead safe Work Practices ~ (Hard costs <\$5k)
- Interim Control or Std Practices ~ (Hard costs \$5K -\$25K)
- Abatement ~ (Hard costs > \$25,000)

Total



Total

******as projects come under contract, the performance measures & the lead hazard remediation action will be filled in.***

FY22/23 Childcare Subsidy Program

The FY22/23 Brewster Childcare Subsidy Program recently began and we're thrilled to pick up where the FY21 program left off, looking forward to another successful year. We are utilizing our well-established waitlist, as well as the strong support from local childcare providers, community members and town staff that together help us in our goal to reach as many eligible residents as possible. Since applications were released at the end of November, we have received 15 complete family applications, of which 12 have been approved- a total of 17 children. Despite applications being available for a little over a month, already over 30% of funds are allocated. We're looking forward to a successful program and are grateful for the impact these funds will make on the lives of families, children and local childcare providers.

Performance Measures:

New Access: 12

Improved Access: 5

No Longer Substandard: 0



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:

Town Manager
Select Board

MEMORANDUM

TO: Brewster Select Board
FROM: Donna J. Kalinick, Assistant Town Manager & Peter Lombardi, Town Manager
RE: Strategic Goal CC-3, Potential Childcare Subsidy Program
DATE: January 22, 2024

Overview:

The Select Board established Strategic Goal CC3 to evaluate feasibility of potential childcare subsidy program and implement in equitable and sustainable manner. On November 27, 2023, the Select Board had an initial discussion about the parameters of a potential program and took public input. Since then, the Town Manager and Assistant Town Manager have done additional research and met with Cassie Boyd Marsh, of Bailey and Boyd Associates again to answer some of Select Board members' questions. Cassie Boyd Marsh is also here this evening to address the Board. Bailey and Boyd Associates is the current administrator for the Regional Community Development Block Grant (CDBG) childcare voucher program. The most recent CDBG quarterly reports are included in tonight's packet and show that there were 18 Brewster children in the FY21 grant cycle and 12 to date in the FY22/23 grant program. Additionally, on the State level, there is ongoing discussion about expanding the Mass State Childcare voucher program as well. The draft Town childcare stipend pilot program would be brought to the May 2024 Town Meeting with a proposed implementation date of August 2024.

Discussion and Decision Points:

1. Discuss how the state childcare voucher program and CDBG childcare program interplay with local funding. Children who are receiving a state voucher are not eligible for local funding or CDBG. The CDBG program guidelines require that local funds be used before one can be CDBG eligible. A program administrator would assist families in navigating any transitions of aid.
2. Are there any income eligibility requirements or is the program open to all families in Brewster? Requiring income limits will result in a higher administrative cost and more paperwork to verify eligibility for families. Both the state voucher program and CDBG require income eligibility because the programs are limited to

families up to 80% of Area Median Income (AMI). As an alternative to requiring income eligibility, which requires certification of financial records submitted, the Town could collect basic data on families to be used in making any adjustments to the program in the second year. Basic data is included in the Truro application on page 1, box 3; we would recommend the collection of similar data.

3. Determine the age of children to be served. Recommendation was for 3 to 4 years olds (2.9 to 4.9).
4. Determine per child stipend amount. Board members asked for information about \$3K versus \$4K per child. We could serve 73 children at 3K versus 55 children at 4K, assuming a \$30,000 administrative fee. Information regarding local childcare provider costs is included in your packet.
5. Do we limit the stipend to one child per family? If so, we recommend that 3-year-olds be grandfathered in the second year, so they do not lose continuity of care.
6. First come, first serve basis versus lottery. We recommend a lottery process for at least the first year and until we determine the number of applicants.

Next Steps: If approved, implementation for this program would begin for the 2024-2025 School Year (effective September 2024).

1. Draft warrant article for Town Meeting which would be reviewed by legal counsel. Votes on article to be made by Select Board and Finance Committee.
2. Discuss funding mechanism with Board of Assessors, vote to release overlay funding in the amount of \$250,000 for this purpose.
3. If approved by Town meeting, put out Request for Quotes to hire administrator.
4. Once the Administrator is hired, work on overview sheet, draft program regulations and application for program.
5. Outreach to families, childcare providers and schools/Recreation regarding new program.
6. Set up required financial system with Finance Team. This will be very similar to the system we have in place for CDBG as providers are paid on a monthly basis.



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:

Town Manager
Select Board

MEMORANDUM

TO: Brewster Select Board
FROM: Donna J. Kalinick, Assistant Town Manager & Peter Lombardi, Town Manager
RE: Strategic Goal CC-3, Potential Childcare Subsidy Program
DATE: November 22, 2023

Overview:

The Town of Brewster is the lead community for the Community Development Block Grant (CDBG) Regional Grant for the towns of Brewster, Wellfleet and Dennis. In addition to Housing Rehabilitation, the program also provides childcare subsidies for eligible families up to 80% of the Area Median Income (AMI). As of the November CDBG report, there were 18 Brewster children receiving this annual stipend which can be up to \$6,000 per child. There are 18 Dennis children in this program and 1 child from Wellfleet. The Town of Wellfleet started a town program for 3- and 4-year-olds in 2021 which offers up to \$7,000 per child annually. The Town of Dennis also recently initiated a town program that services children aged 0 to age 4 years old and 11 months which offers up to \$2,400 per child per year but it is limited to one child per family, 50 total participants, and has a 150% AMI eligibility requirement. It should be noted that families are not eligible to receive CDBG childcare subsidies unless and until all local funds have been expended by the family.

In addition to the CDBG towns noted above, the towns of Truro, Eastham, Chatham, and Orleans have created local pre-school subsidy programs in the last 5 years. We have had local families reach out to the Town and inquire why Brewster does not have a program in place. In response to these inquiries, the Select Board voted to add investigation of a potential Brewster program as a goal in their FY24-25 Strategic Plan.

The Town of Harwich was the most recent town to adopt a childcare voucher program at their May 2022 Town Meeting. Since Harwich is closest to Brewster in terms of the number of children that would potentially be serviced, the Town Manager and Assistant Town Manager met with Lucy Gilmore who is the Monomoy Family Resource Coordinator and was hired by the Town of Harwich to design their program. The program was funded through \$250,000 Free Cash appropriation as a pilot program and

services 3- and 4-year-olds at up to \$4,000 dollars per child, for a maximum of 59 children. These subsidies are awarded on a first-come first-served and the program overseen by the Harwich Council on Aging. From our meeting with Ms. Gilmore, we were able to glean some advice on best practices and lessons learned about implementing a new program and the state of childcare availability on the Cape, particularly on the Lower and Outer Cape. We also met with Cassie Boyd-Marsh of Bailey Boyd Associates, who is our current CDBG administrator and administers Truro's town program.

We have included the most recent enrollment data from Nauset Schools. From this data, we estimated that there would be approximately 110 to 120 eligible 3- and 4-year-olds. According to recent census data, births over the last few years have averaged about 50 a year. We are making the following recommendations regarding a potential pilot program in Brewster, which are followed by several decision points for consideration by the Board.

Recommended Pilot Program:

1. Program would be offered to families with 3- and 4-year-olds (effective as of a certain date). Due to the number of children in Brewster, it is not financially viable to accommodate all children under 5. Also, most other Cape town programs target families with 3- and 4-year olds. Preschool is especially important to 3- to 4-year-olds' developmental learning and transitioning to kindergarten.
2. Program would be funded at \$250,000 from available surplus overlay funds for the initial 3-year period. The Town currently has a balance of over \$1M in overlay. This is a stable funding source for the first 3 years that will not require using levy capacity or seeking an override. It will allow the Town to evaluate the program and assess its long-term viability. The Finance Team, including the Deputy Assessor, has discussed this financing plan and believes it is sustainable in the near-term. We would need to seek approval from the Board of Assessors.
3. Town would hire a firm to administrate the program. The Town does not have the internal capacity to run the program in-house. The CDBG program is run by an administrator and that has been effective and efficient. Due to the coordination between receiving town funds and potentially receiving CDBG funds, it is important to have professionals who are well versed in this arena to assist families. The Assistant Town Manager would be the direct contact for the program administrator since she already serves in that capacity for the CDBG program. The Town would promote the program and be available to answer questions from residents.
4. Program would be restricted to one child per family to be determined through a lottery.

5. Program would provide up to \$4,000 per child and would serve up to 55 children. The \$30,000 balance of the \$250,000 program budget would cover administrative costs.
6. Program application and related materials would be created in conjunction with the administrator and using other town's best practices.

Discussion and Decision Points:

1. Determine age of children to be served.
2. Determine total program funding and per child stipend amount. Do we limit subsidy to one per family? Do we want to reduce the subsidy amounts to increase the number of eligible families? Confirm funding source.
3. First come, first serve basis versus lottery. Do families automatically qualify for subsidy in Year 2 if they receive subsidy for 3-year old in Year 1?
4. Are there any income eligibility requirements or is the program open to all families in Brewster?

If approved, implementation for this program would begin for the 2024-2025 School Year (effective September 2024).



APPLICATION FOR CHILDCARE VOUCHER PROGRAM

Please complete one application per child. Applications must be completed fully and returned to Truro Town Hall, Attention: Childcare Voucher Program, P.O. Box 2030, Truro, MA 02666 or to ChildcareVouchers@truro-ma.gov with the subject line "Childcare Voucher Program" by **Monday, October 31, 2022 at 4 pm.**

Child's Name: _____ Child's Date of Birth: _____

Name(s) of Parent(s) or Legal Guardian(s): _____

Street Address: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Parent/ Guardian is: A Truro Resident A Town of Truro Employee

An employee or business owner employed for 20+ hours per week in Truro:

 Business Name: _____

CHILDCARE PROVIDER INFORMATION

Please list all licensed childcare programs attended by this child.

Name of Program Provider: _____

Address of Program: _____

Program Contact Person: _____ Program Hours: _____

Program Phone Number: _____ Program Email: _____

Name of Program Provider: _____

Address of Program: _____

Program Contact Person: _____ Program Hours: _____

Program Phone Number: _____ Program Email: _____

The following questions are helpful to understand the families served by this program. This program is not needs-based and responses to these questions will not be used to determine eligibility and/or funding allocations.

Total Approximate Annual Household Income: _____ Household Size (# of Persons): _____

Estimated Monthly Childcare Cost for This Child: _____

Estimated Number of Hours of Childcare for This Child Per Week: _____



Please provide employment information for each parent/ guardian in the designated box and list all jobs held by each parent/ guardian over the course of the year.

Parent/ Guardian 1

Employed Not Employed

Job Type: _____ Job Location (Please List Town): _____

Job Sector (i.e. Retail, Hospitality, Government, Agriculture, etc.): _____

Is this a Seasonal Position? Yes No

Job Type: _____ Job Location (Please List Town): _____

Job Sector (i.e. Retail, Hospitality, Government, Agriculture, etc.): _____

Is this a Seasonal Position? Yes No

Job Type: _____ Job Location (Please List Town): _____

Job Sector (i.e. Retail, Hospitality, Government, Agriculture, etc.): _____

Is this a Seasonal Position? Yes No

Parent/ Guardian 2

Employed Not Employed

Job Type: _____ Job Location (Please List Town): _____

Job Sector (i.e. Retail, Hospitality, Government, Agriculture, etc.): _____

Is this a Seasonal Position? Yes No

Job Type: _____ Job Location (Please List Town): _____

Job Sector (i.e. Retail, Hospitality, Government, Agriculture, etc.): _____

Is this a Seasonal Position? Yes No

Job Type: _____ Job Location (Please List Town): _____

Job Sector (i.e. Retail, Hospitality, Government, Agriculture, etc.): _____

Is this a Seasonal Position? Yes No

In signing this application, I verify that all information provided is accurate and truthful. I am aware that this is signed under penalty of perjury.

Signature of Parent or Legal Guardian

Date

Applications must be completed fully and returned to Truro Town Hall, Attention: Childcare Voucher Program, P.O. Box 2030, Truro, MA 02666 or to ChildcareVouchers@truro-ma.gov with the subject line "Childcare Voucher Program" by **Monday, October 31, 2022 at 4 pm.**



Tuition and Fees Academic Year 2023 -2024

<i>Programs</i>	<i>Details</i>	<i>Tuition</i>
Toddler 2 Half Days Toddler 2 Full Days	9am to 1pm 9am to 3pm	\$4,098.00 \$5,300.00
Toddler 3 Half Days Toddler 3 Full Days	9am to 1pm 9am to 3pm	\$6,147.00 \$7,950.00
Toddler 4 Half Days Toddler 4 Full Days	9am to 1pm 9am to 3pm	\$7,649.00 \$10,162.00
Toddler 5 Half Days Toddler 5 Full Days	9am to 1pm 9am to 3pm	\$9,561.00 \$11,252.00
Preschool & Pre-Kindergarten 2 Half Days Preschool & Pre-Kindergarten 2 Full Days	9am to 1pm 9am to 3pm	\$3,907.00 \$5,053.00
Preschool & Pre-Kindergarten 3 Half Days Preschool & Pre-Kindergarten 3 Full Days	9am to 1pm 9am to 3pm	\$5,452.00 \$6,159.00
Preschool & Pre-Kindergarten 4 Half Days Preschool & Pre-Kindergarten 4 Full Days	9am to 1pm 9am to 3pm	\$6,343.00 \$7,061.00
Preschool & Pre-Kindergarten 5 Half Days Preschool & Pre-Kindergarten 5 Full Days	9am to 1pm 9am to 3pm	\$7,718.00 \$8,176.00
Kindergarten	8am to 3pm	\$8,256.00
First Grade	8am to 3pm	\$8,504.00
Second Grade	8am to 3pm	\$8,759.00
Third, Fourth & Fifth Grade	8am to 3pm	\$9,294.00
<i>Extra Programs & Fees</i>	<i>Details</i>	<i>Tuition</i>
Application Fee	New Student Applicants	\$75.00
Student Activity and Supplies Fee* Please see reverse for itemized list (required for all 1st-5th Graders)	Covers all field trips, enrichment materials and school supplies	\$500/year
Late Fee/Returned Payment	Incurs on the 10th of the month	\$30.00
Toddler & Preschool Morning Enrichment	7:30am to Start of School	\$10/day
Toddler & Preschool Afternoon Enrichment	3pm to 4:30pm	\$20/day
Elementary Morning Enrichment	7:30am to the Start of School	\$6/day
Elementary Afterschool Enrichment	3pm to 4:30pm	\$20/day
Military Discount 5%	Military ID or DD214 Required	5% off Core Tuition
Sibling Discounts <i>For Core Tuition Only – does not apply to extras, application fee or enrichment programs</i>	2nd Sibling 3rd Sibling 4th Sibling	5% off Core Tuition 10% off Core Tuition 20% off Core Tuition
Adding/Changing to Full Day (9am-3pm) Once School year has started	Adding 1pm to 3pm	\$20/day

Student Activity and Supply Fee

This fee can be broken out into monthly installments if you so choose

This is for Students entering Grades 1-5

Includes All Field Trips for the year both with the van and the school bus.

All School Supplies:

- Washable markers (thick and thin)
- Colored pencils
- #2 pencils & erasers (for tops of pencils)
- Glue Sticks
- Elmer's Glue
- Scissors
- Ruler with standard and metric units
- Pencil sharpener
- Protractor
- Supply box with lid (for supplies above)
- Two inch 3-ring binder
- Pkg. of dividers
- Lined paper
- Composition books (black and white)
- folder with pockets
- Spiral notebooks
- Chlorox/Lysol Wipes
- Science Project 3-Fold White Display Board (14x22)
- Ziploc Bags (quart and gallon)
- Sketch Pad

All Enrichment Materials:

- Food for special events throughout the year
- All seasonal extra supplies for events like
- Halloween Party
- Pancake Breakfast
- Cookie Decorating
- Gingerbread houses
- Valentines Party
- Egg Hunt



Family School & Salt Box School

MONTHLY TUITION RATES SEPTEMBER 2023 - AUGUST 2024

Due at Enrollment: \$80 REGISTRATION FEE

Due at Confirmation for New Families: \$300 TUITION DEPOSIT

\$300 Tuition Deposit is non-refundable and will be applied to your September 2023 bill.

Program	Days	Infant	Toddler	Preschool	SBS / PreK
Half Day - 4 Hours					
Available Schedules:	2	\$560.00	\$553.00	\$508.00	
8:30 - 12:30	3	\$836.00	\$825.00	\$758.00	\$777.00
or	5	\$1,386.00	\$1,367.00	\$1,257.00	\$1,295.00
9:00 - 1:00					

Short Day - 6 Hours					
Available Schedule:	2	\$840.00	\$829.00	\$762.00	\$781.00
9:00 - 3:00	3	\$1,253.00	\$1,237.00	\$1,137.00	\$1,166.00
	5	\$2,078.00	\$2,051.00	\$1,886.00	\$1,933.00

Full Day - 8 Hours					
Available Schedules:					
8:00 - 4:00	2	\$1,120.00	\$1,105.00	\$1,016.00	\$1,042.00
or	3	\$1,671.00	\$1,649.00	\$1,516.00	\$1,554.00
8:30 - 4:30	5	\$2,771.00	\$2,734.00	\$2,514.00	\$2,577.00
or					
9:00 - 5:00					

Long Full Day - 9 Hours					
Available Schedule:	2	\$1,260.00	\$1,243.00	\$1,143.00	\$1,172.00
8:00 - 5:00	3	\$1,880.00	\$1,855.00	\$1,706.00	\$1,749.00
	5	\$3,117.00	\$3,076.00	\$2,828.00	\$2,900.00

Tuition is approximately 50 weeks divided into equal monthly payments.

\$20 / Hour for Added Time
 \$80 Added Half Day
 \$160 Added Full Day

5% Discount on annual tuition paid in full by September 10th.
 2% Discount on tuition if scheduled for 5 days.

Nauset Public Schools



Nauset Integrated Preschool

What is an Integrated Preschool?

Nauset Integrated Preschool provides children with and without disabilities the opportunity to learn and grow in an inclusive, diverse learning environment. The program serves children ages 3-4 with a wide range of abilities and affords all students opportunities for highly specialized teaching and the chance to learn and interact with a variety of learning styles. Nauset Integrated Preschool is language based and through the use of hands-on experiences, the curriculum areas of speech and language, motor development, readiness skills, social/emotional and self-help skills are targeted.

Integrated preschools provide Early Childhood Special Education (ECSE) services. ECSE services are designed for young children (aged 3-5) with disabilities who need specially designed instruction or related services and whose disability(ies) impacts the child's ability to participate in developmentally appropriate and typical preschool activities. School districts are required by law to ensure that developmentally appropriate ECSE programs and services are available. ECSE programs and services ensure that all children with disabilities have a free and appropriate public education (FAPE) that is designed to meet their unique needs and enable them to make progress in acquiring knowledge and skills, improving social relationships and learning to take action to meet their needs within the general education program.

[Preschool Staff](#)
[Nauset Integrated Preschool Registration Information Letter](#)

Enrollment

The Nauset Integrated Preschool is no longer accepting applications for the 2023-2024 school year.

The lottery will be held on Wednesday, March 22, 2023, and parents will be notified within two days after the lottery.

If you have any questions, please contact Krissy Breda, Director of Specialized Programs, at 508-255-8800 x 7111 or email bredak@nausetschools.org

Tuition rates for 2023–2024

Tuition rates are determined by the school committee and are competitive with other public integrated preschool programs for both half-day and full day programming.

4 half-day sessions: \$160/month, \$1600/year

5 full day sessions: \$400/month, \$4000/year

A sliding scale is available for families who qualify based on income.

Maximum enrollment in each classroom is 15 children with up to seven of those children receiving special education services. There will be a screening process completed for students to determine if they are appropriate peer models based upon screening tools. Based upon screening tools, children may be referred for additional assessments. It is important to note that we are not a traditional preschool or daycare. As an integrated preschool, our primary goal is to serve the needs of our special education students. Of tremendous benefit for them is the inclusion of typically developing peers as role models, which is the reason peer preschoolers are integrated into the program structure.

The Preschool Program conducts screenings and evaluations throughout the year. If a parent or guardian has a concern about any area of a child's development (ages 3-4), s/he is welcome to contact our office to discuss the need for an evaluation.

PRESCHOOL APPLICATION/REGISTRATION TIMELINE

- New Students Preschool Lottery Applications Available online or from the Preschool Office as of January 9, 2023
- Completed Preschool Lottery Applications due at Nauset Integrated Preschool Office OR Returning Preschool Student Commitment Letters Returned February 27, 2023, with a non-refundable \$50 deposit
- Preschool Screening for Students with submitted applications - Wednesday, March 15, 2023
- New Student Lottery held - Wednesday, March 22, 2023 (if needed)
- Parents Notified of Accepted Lottery - Friday, March 24, 2023 (if needed)

- Completed Aspen Student Registration Packet by May 5, 2023
- Preschool Meet and Greet - September 8, 2023
- Preschool Begins September 11, 2023

Follow Us 

Address Nauset Public Schools
78 Eldredge Park Way
Orleans, MA 02653

Phone
508-255-8800

Fax
508-240-2351

The Nauset Public Schools does not discriminate on the basis of race, color, gender, religion, gender identity, national origin, homelessness, sexual orientation or disability.

[Site Map](#)

[Questions or Feedback?](#) [Web Community Manager Privacy Policy \(Updated\)](#)

Copyright © 2022 Finalsity - all rights reserved.

Archived: Friday, January 19, 2024 3:12:45 PM

From: [Donna Kalinick](#)

Sent: Friday, January 19, 2024 3:05:23 PM

To: [Erika Mawn](#)

Subject: FW: 1993 Main Street

Importance: Normal

Sensitivity: None

From: Kevin Varley <kvarley@brewster-ma.gov>

Sent: Friday, January 19, 2024 3:03 PM

To: Susan FORD <[REDACTED]>

Cc: Robert Moran <rmoran@brewster-ma.gov>; Scott Romer <sromer@brewster-ma.gov>; Richard Leibowitz <rleibowitz@brewster-ma.gov>; Peter Lombardi <plombardi@brewster-ma.gov>; Donna Kalinick <dkalinick@brewster-ma.gov>

Subject: 1993 Main Street

Mr. Ford,

Thank you for your time this afternoon and for your efforts in addressing the violations of the Massachusetts Fire Safety Code (527 CMR 1.00) that were identified in the Order of Notice that was issued to you on December 11, 2023. I believe that you have made considerable and commendable progress in rectifying all known fire safety related deficiencies.

At this time, all violations that were listed in the December 11th Order of Notice have been satisfactorily resolved with the exception of the following items which are expected to be completed by early next week:

Violation #3

527 CMR 50.2.1.1: Kitchen Hood Systems General

- * ~~The kitchen hood system was serviced on June 10, 2023 and is due every 180 days (12/7/2023).~~ Completed
- * Evidence of grease was present along the seams of the horizontal duct work leading to the exterior exhaust fan. The amount of grease present was significant and indicates a possible non-liquid tight seam in the system.
 - * **Brewster Fire Department and Building Department officials met onsite with the contractor who will be performing this repair over the next two days.**
 - * **Kevin Kidd- North Atlantic Mechanical**

Violation #5

527 CMR 13.1.8: All fire protection systems and devices shall be maintained in a reliable operating condition and shall be replaced or repaired where defective or recalled.

- * Detector on the second floor missing.
 - * **You have informed the Brewster Fire Department and Building Department that your electrician will be installing two new detectors later this afternoon.**
- * ~~Detector on the second floor pulled from ceiling and hanging by wires.~~ Completed

As you know, during this inspection an additional issue was found regarding your emergency lighting. It is my understanding that you currently have an electrician onsite and that they are working to correct this problem.

The Brewster Fire Department feels that you have made significant progress in complying with the Order of Notice that was issued to you on December 11, 2023 and we understand that all remaining violations will be resolved prior to January 22, 2024 at 4PM. Fire Prevention Officer Romer will perform another site visit on Monday afternoon to confirm that this work has been completed.

The Brewster Fire Department will report to Town Management and to the Select Board that the building is believed to now be safe for continued use and operation.

Sincerely,

Deputy Chief Kevin Varley
Brewster Fire Department
1671 Main Street
Brewster, MA 02631
508-896-7018





TOWN OF BREWSTER BUILDING DEPARTMENT

2198 MAIN STREET
BREWSTER MA 02631

Phone: 508-896-3701 ext 1125
Email: Building@brewster-ma.gov

January 19, 2024

Re; The Woodshed, Safety Inspection

The building Department completed an inspection of the Woodshed today at 1:30 pm with the Fire Department. We found 3 exit signs in the Woodshed portion of the building to be defective, they did not illuminate when the power was turned off. Mr. Ford has been made aware of this deficiency and is expected to act quickly to remediate the situation. The restaurant portion of the building and second floor is on a different system and is fully functional for both emergency lighting and exit signs. All portions of the building including the second floor have operational sprinklers. I believe the restaurant portion of the building to be safe.

Respectfully,

Richard Leibowitz CBO

Archived: Friday, January 19, 2024 3:42:39 PM

From: [Donna Kalinick](#)

Sent: Friday, January 19, 2024 3:22:18 PM

To: [Kevin Varley](#) [Susan FORD](#)

Cc: [Robert Moran](#) [Scott Romer](#) [Richard Leibowitz](#) [Peter Lombardi](#) [Erika Mawn](#)

Subject: RE: 1993 Main Street

Importance: Normal

Sensitivity: None

Attachments:

[5. 2024 Liquor License and CV- through Jan 20 2024.pdf](#)  [Select Board Meeting Agenda - 1.22.24.pdf](#) 

Mr. Ford, as a reminder, your current Liquor and Common Victualler licenses are valid through January 20th. The Select Board will take the extension of these licenses or issuance of annual licenses up at their meeting on Monday January 22, 2024. Based on the report from the Fire Department, we will allow the operation of the restaurant only until the Board has made a decision on this matter. Sincerely, Donna

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

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

Archived: Thursday, January 18, 2024 1:32:11 PM
From:
To: [Susan FORD](#)
Subject: RE: Letter Regarding 2024 Annual License Renewals
Importance: Normal
Sensitivity: None

Perfect. Thank you,
Erika

Erika Mawn

Executive Assistant
Town Manager/Select Board Office
Phone: 508-896-3701 x1100
Website: www.brewster-ma.gov
2198 Main Street Brewster MA 02631

From: Susan FORD <[REDACTED]>
Sent: Friday, December 22, 2023 3:16 PM
To: Erika Mawn <emawn@brewster-ma.gov>
Subject: RE: Letter Regarding 2024 Annual License Renewals

Okay Erika. Yes, I got your latest email. Thanks

On 12/22/2023 3:12 PM EST Erika Mawn <emawn@brewster-ma.gov> wrote:

Thank you Bob,

Please let me know if you receive this email.

The letter from our officed dated December 20, 2023, was based on the Select Board's conditional vote to issue annual license renewals, which are effective as of January 1, 2024, contingent on the establishment passing all annual inspections completed by Town Departments. This information was communicated to you then by email from me dated December 7, 223 at 11L38am (I can forward if needed). The Brewster Inn and the Woodshed have not passed their annual inspection for the Fire Department and Building Department. Based on the Fire Department's most recent orders of notice, violations have 30 days to be corrected. Many of the violations in their December 11, 2023, notice were previously identified in the August 12, 2022 letter- almost a year and a half ago. However, although the most recent Fire Department letter was dated December 11, 2023, and sent via registered mail, we understand that you may not have received their correspondence until December 20. Accordingly, we will issue temporary license for your establishment for 2024 through January 20. Absent reports from the Fire Department and Building Department that the violations identified in their correspondence are not fully rectified by that date, you will not be permitted to operate the restaurant or serve alcohol after January 20, 2024. Please contact representatives from those Departments directly if you have any questions about the violations.

Kind Regards & Merry Christmas
Erika

Erika Mawn

Executive Assistant
Town Manager/Select Board Office
Phone: 508-896-3701 x1100
Website: www.brewster-ma.gov
2198 Main Street Brewster MA 02631

From: Susan FORD <[REDACTED]>
Sent: Friday, December 22, 2023 3:11 PM
To: Erika Mawn <emawn@brewster-ma.gov>
Subject: Re: Letter Regarding 2024 Annual License Renewals

Erika, Here I am. Maybe you can send it now Bob

On 12/20/2023 1:49 PM EST Erika Mawn <emawn@brewster-ma.gov> wrote:

Good Afternoon Mr. Ford,

Please review the attached letter regarding the annual renewal of the 2024 Common Victualler and Liquor Licenses for The Brewster Inn Inc., d/b/a The Woodshed. A copy of the letter is also being mailed to you.

Regards,
Erika

Erika Mawn

Executive Assistant
Town Manager/Select Board Office
Phone: 508-896-3701 x1100
Website: www.brewster-ma.gov
2198 Main Street Brewster MA 02631



Town of Brewster

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

Office of the:
Select Board
Town Manager

December 20, 2023

Mr. Robert Ford
The Brewster Inn Inc./ The Woodshed
1993 Main Street
P.O. Box 967
Brewster, MA 02631

Dear Mr. Ford,

At the Select Board's November 27, 2023 meeting, 2024 annual renewals of Common Victualer and Liquor Licenses were approved conditioned upon the establishments passing all annual inspections completed by Town departments. The Town Manager's office, who issues annual licenses, has been advised that the Brewster Inn Inc., d/b/a The Woodshed has numerous outstanding Fire Code violations and Building Department violations that have prevented the establishment from passing recent annual inspections.

Specifically, per the attached correspondence, the Town Manager's office has been informed that there are currently eight (8) violations of the Massachusetts Comprehensive Fire Safety Code 527 CMR1.00, including four (4) violations that were identified by both the Massachusetts's State Fire Marshal's Office and Chief Moran in August 2022. According to the most recent order of notice, these Fire Code violations must be corrected within (30) thirty days of their letter dated December 11, 2023. The Building Department has also issued a letter regarding the Woodshed dated December 12, 2023, that identifies three (3) building code violations.

These violations present significant safety concerns, and your immediate attention to these matters is required. Based on the conditional vote by the Select Board, the Town Manager's office will not be issuing the 2024 Common Victualer License or the 2024 Annual All-Alcoholic Beverages License for your establishment until we receive confirmation that you have addressed all violations to the satisfaction of the Fire and Building Departments. Accordingly, as of January 1, 2024, The Brewster Inn Inc./The Woodshed will not have the required licenses to conduct a restaurant to serve food or be licensed to serve any type of liquor to patrons unless these violations are affirmatively addressed.

Please contact my office with any questions.

Sincerely,

Peter Lombardi
Town Manager

CC: Deputy Chief Varley, Fire Department
Richard Leibowitz, Acting Building Commissioner



Brewster Fire Department

1671 Main Street
Brewster, MA 02631
Phone 508-896-7018 Fax 508-896-4245



December 11, 2023

Mr. Robert Ford
The Woodshed/Brewster Inn
1993 Main Street
Brewster MA, 02631

ORDER OF NOTICE

Dear Mr. Ford:

On December 7, 2023, the Brewster Fire Department conducted an annual fire inspection of your facility. During this inspection, multiple violations of 527 CMR 1.00 were identified. Four of the violations (Violation #'s 1 through 3 listed below) have been previously identified by the Massachusetts's State Fire Marshal's Office and Chief Moran during an inspection that occurred in 2022. You were advised of these findings and ordered to correct them through an order of notice that was issued to you on August 12, 2022.

The following violations of the Massachusetts Comprehensive Fire Safety Code 527 CMR 1.00 were observed on December 7, 2023:

Violation #1

527 CMR 13.1.10: No person shall shut off, disconnect, obstruct, remove, and/or modify a fire protection system or carbon monoxide protection system without first procuring a written permit in accordance with Section 1.12 from the AHJ. The AHJ shall be notified when any fire protection system is out of service and on restoration of service.

- In multiple areas throughout the property various items (bar signs, electrical cord, were hanging or affixed to sprinkler piping).
- Signs on the ceiling in the bar area are placed in a manner that obstructs the fire protection system.
- Fire Protection system on the second floor has been modified.
 - Test port cut and capped off.
 - Sprinkler hangars removed- system is likely to collapse if charged with water.
- Sprinkler head in a closet on the second floor is wrapped in painters tape.
- Sound deadening material on ceiling in the bar area is obstructing fire protection system.
 - Material is installed in a manner which is causing it to fall from its intended location and impede the operation of fire sprinkler heads.

Violation #2

527 CMR 14.10.2.1: Access to an exit shall not be through kitchens, storerooms other than as provided in Chapters 36 and 37 of NFPA 101, the Building Code, restrooms, workrooms, closets, bedrooms, or similar spaces, or other rooms or spaces subject to locking, unless passage through such rooms or spaces is permitted by Chapters 18, 19, 22, or 23 of NFPA 101. [101: 7.5.2.1] the Building Code.

- In the bar area an exit sign was posted that indicated an exit through the kitchen.

Violation #3

527 CMR 50.2.1.1: Kitchen Hood Systems General

- The kitchen hood system was serviced on June 10, 2023 and is due every 180 days (12/7/2023).
- Evidence of grease was present along the seams of the horizontal duct work leading to the exterior exhaust fan. The amount of grease present was significant and indicates a possible non-liquid tight seam in the system.

Violation #4

527 CMR 13.3.1.2: Installations shall be in accordance with NFPA 13, NFPA 13R, or NFPA 13D as appropriate.

- Caps missing on fire department connection for sprinkler system.
- Fire department connection signage is not present.

Violation #5

527 CMR 13.1.8: All fire protection systems and devices shall be maintained in a reliable operating condition and shall be replaced or repaired where defective or recalled.

- Detector on the second floor missing.
- Detector on the second floor pulled from ceiling and hanging by wires.

Violation #6

527 CMR 13.3.3.2: A sprinkler system installed in accordance with this code shall be inspected, tested, and maintained annually in accordance with this Code.

- Reports are not on file with the Brewster Fire Department.

Violation #7

527 CMR 13.10.6.4: The testing for fire alarm and fire detection systems shall be completed annually in accordance with NFPA 72.

- Reports are not on file with the Brewster Fire Department.

Violation #8

527 CMR 1.7.8: Where conditions exist and are deemed to be an imminent danger by the AHJ, the AHJ shall have the authority to immediately abate or require immediate abatement of such conditions.

- Exposed electrical wire-ends were observed in the area of construction in the ceiling on the second floor.

You are hereby ORDERED to immediately correct the aforementioned Fire Code violations. All such violations must be fully correct within (30) thirty days. Failure to abide by this order will result in penalties/fines pursuant to M.G.L. Chap. 148.

To the extent you are aggrieved by any orders issued herein pursuant to the Fire Code, you may appeal same to the Fire Prevention Regulations Appeals Board within 45 days of service of this Order pursuant to 527 CMR 1.10.1.1.

SO ORDERED AND DIRECTED

Respectfully,

Kevin Varley
Deputy Fire Chief



TOWN OF BREWSTER BUILDING DEPARTMENT

2198 MAIN STREET
BREWSTER MA 02631

Phone: 508-896-3701 ext 1125
Email: Building@brewster-ma.gov

December 12, 2023

The Woodshed
1993 Main Street
Brewster Ma 02631

RE; December 7th safety inspection

Dear Mr. Ford.

The following items were found to be of concern at the Woodshed Bar which require your immediate attention.

- Exit lights in Bar area not completely functional, multiple bulbs not working.
- Raised wood floor section spongy possible fall hazard.
- Ceiling panels appear to be unsecure, possible safety hazard.

Your attention to these items is required to forward a positive inspection report to the Selectman's office for license renewal.

Richard Leibowitz CBO
Acting Building Commissioner.



Brewster Fire Department

1671 Main Street
Brewster, MA 02631
Phone 508-896-7018 Fax 508-896-4245



August 12, 2022

Mr. Robert Ford
The Woodshed/Brewster Inn
1993 Main Street
Brewster MA, 02631

ORDER OF NOTICE

Dear Mr. Ford,

On Monday August 8, 2022 the Brewster Fire Department conducted an annual fire inspection of your facility. During this inspection the following violations of 527 CMR 1.00 Massachusetts Comprehensive Fire Safety Code were found. The sections highlighted in yellow specify the time frames allowed to comply with this order. In the event you are unable to rectify these violations in the time frame allotted (except for the identified life hazard violations) you may request an extension in writing.

Violation #1

527 CMR 1.13.6.2: Certificate of Competency for Crowd Manager (Imminent Hazard Violation)

- Documents verifying the completion of the Competency for Crowd Manager program by staff members were not present on site. You are required to ensure a certified Crowd Manager is on site during all hours of operation of the nightclub section of the facility. Copies of these certificates shall be provided to the Fire Department within 24 hours of this notice. Crowd managers responsibilities include:

- Maintain clear paths of egress
- Assure that the facility does not exceed its occupant load limit
- Initiate a fire alarm if necessary and direct occupants to exits
- Assure that audible announcements are made before each program or performance notifying occupants of emergency exit locations
- Complete the [Fire and Building Safety Checklist](#) daily, before the facility opens (see attached)
- Keep completed checklists on file and available to fire and building code officials for at least one year

Violation #2

527 CMR 10.18.3.2: The clearance between the sprinkler deflector (head) and the top of storage shall be 18 in.

- Throughout the property various combustible materials and other items were stored within 18 inches of sprinkler heads. Removal of these materials and items shall be completed within 30 days of this notice.

Violation #3

527 CMR 13.1.8: No person shall shut off, disconnect, obstruct, remove, and/or modify a fire protection system or carbon monoxide protection system without first procuring a written permit in accordance with [Section 1.12](#) from the AHJ. The AHJ shall be notified when any fire protection system is out of service and on restoration of service.

- In multiple areas throughout the property various items (bar signs, electrical cord, were hanging or affixed to sprinkler piping). Removal of these materials and items shall be completed within 30 days of this notice.

Violation #4

527 CMR 14.10.2.1: Access to an exit shall not be through kitchens, storerooms other than as provided



Brewster Fire Department

1671 Main Street

Brewster, MA 02631

Phone 508-896-7018 Fax 508-896-4245



in Chapters 36 and 37 of NFPA 101, the Building Code, restrooms, workrooms, closets, bedrooms, or similar spaces, or other rooms or spaces subject to locking, unless passage through such rooms or spaces is permitted by Chapters 18, 19, 22, or 23 of NFPA 101. [101: 7.5.2.1] the Building Code.

- In the bar area an exit sign was posted that indicated an exit through the kitchen. **Removal of this signage shall be completed within 24 hours of this notice.**

Violation #5

527 CMR 50.2.1.1 Kitchen Hood Systems General

- The kitchen hood system was serviced by Jarrad Natale (HC-0808) representing Clean Sweep North & South on July 21, 2022. The system was tagged as compliant however, there was grease present along the seams of the horizontal duct work leading to the exterior exhaust fan. The amount of grease present was significant and indicates a possible non-liquid tight seam in the system. This system should have been marked as non-compliant by Mr. Natale at the time of his hood cleaning. **Repair of the kitchen hood system, seams, and duct work shall be completed within 30 days of this notice. Upon completion an inspection and repair report and invoices documenting same shall be provided to the Fire Department.**

Violation #6

527 CMR 13.10.6.3 Alarms shall be replaced when they fail to respond to operability tests (Imminent Hazard Violation)

- Upon walking through the second-floor rooming house section of the facility multiple smoke alarms failed to activate when the test button was pressed. **Repairs to this system shall be completed within 48 hours of this notice.** Upon completion an inspection and repair report and invoices documenting same shall be provided to the Fire Department per 527 CMR 13.10.3.2.4.

Violation #7

527 CMR 13.3.3.2 A sprinkler system installed in accordance with this code shall be inspected, tested, and maintained Annually in accordance with this Code. **The annual report shall be forwarded to the fire department within 7 days of this notice.**

Violation #8

527 CMR 13.10.6.4 The testing for fire alarm and fire detection systems shall be completed annually in accordance with NFPA 72. **The annual report shall be forwarded to the fire department within 7 days of this notice.**

SO ORDERED AND DIRECTED ON THIS DATE:

Respectfully,

Fire Chief Robert Moran

The Commonwealth of Massachusetts
TOWN OF BREWSTER



This is to Certify that:

Brewster Inn Inc. d/b/a The Woodshed
1993 Main Street
Brewster, MA 02631
Robert Ford, Manager

**IS HERBY GRANTED A
COMMON VICTUALLER'S LICENSE**

This license is permitted at the location listed above only and **expires January 20, 2024**, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers.

This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

Edward D. Chilton

Wendy Chiffa

Karen Hoffmann

CA Bingham

Hours of Operation:
Brewster Inn – 1130am – 9pm / 7 days a week
The Woodshed – 1130am – 1am / 7 days a week

Brewster Select Board
Local Licensing Authority

This license is issued provided that all applicable requirements of the state and town and any of its departments, boards, and commissions have been fulfilled.

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



ABCC License #
00005-RS-0134

LICENSE

ALCOHOLIC BEVERAGES

The Local Licensing Authority of the
TOWN OF BREWSTER, Massachusetts
Hereby Grants an

ANNUAL ALL ALCOHOLIC RESTAURANT LICENSE

To Expose, Keep for Sale, and to Sell All Kinds of Alcoholic Beverages
TO BE CONSUMED ON THE PREMISES

To: **BREWSTER INN INC.**
d/b/a WOODSHED
Robert James Ford, Manager

On the following described premises at 1993 Main Street, Brewster MA:
Consisting of a dining area with five (5) first floor rooms and four (4) entrances/exits, lounge area with two (2) first floor rooms and three (3) entrances/exits.

This license is granted and accepted upon the express condition that the license shall, in all respects, conform to all of the provisions of the Liquor Control Act, Chapter 138 of the General Law, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires on January 20, 2024, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 27th day of November 2023.

Brewster Select Board
Local Licensing Authority

The hours during which alcoholic beverages may be sold are:

Monday – Saturday: 12:00pm – 12:45am

Sunday: 1:00pm – 12:00am

In accordance with State Law governing same and subject to
State ABCC rulings.

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS LOCATION

****MEMORANDUM****

TO: Brewster Select Board
FROM: Jay Packett, Golf Director of Operations
DATE: January 10, 2024
RE: Captains Golf Course 2024 Membership Rates

Attached is the proposed rate increases for Annual Fee Players for the 2024 season for the Captains Golf Course, as well as supporting documents. The Golf Commission discussed three proposals and voted to recommend the rate increase of six percent included in this packet.

The cost to operate the golf course continues to rise and it is important that our revenues coming in will allow us to have a healthy balance in Retained Earnings, as well as money to handle the numerous capital projects coming online. This increase will ensure that both responsibilities are met.

The proposal is a six percent increase in all categories with the exception of collegiate and junior rates.

This membership rate schedule was voted on, six in favor and zero against, by the Brewster Golf Commission at their meeting on January 9, 2024.

I request that the Select Board approve this rate schedule.

		# AFP 2023	Rate 2023		2023 Revenue		5% increase		6% Increase		7.5% increase
Res											
Early		323	\$ 1,300.00		\$ 419,900.00		\$ 1,365.00		\$ 1,380.00		\$ 1,400.00
Morning		295	\$ 990.00		\$ 292,050.00		\$ 1,040.00		\$ 1,050.00		\$ 1,065.00
Twilight		128	\$ 540.00		\$ 69,120.00		\$ 570.00		\$ 570.00		\$ 580.00
College		20	\$ 450.00		\$ 9,000.00		\$ 450.00		\$ 450.00		\$ 450.00
Junior		18	\$ 204.00		\$ 3,672.00		\$ 204.00		\$ 204.00		\$ 204.00
Total		784			\$ 793,742.00						
Non Res											
Early		264	\$ 2,165.00		\$ 571,560.00		\$ 2,275.00		\$ 2,295.00		\$ 2,325.00
Twilight		95	\$ 800.00		\$ 76,000.00		\$ 840.00		\$ 850.00		\$ 860.00
College		15	\$ 650.00		\$ 9,750.00		\$ 650.00		\$ 650.00		\$ 650.00
Junior		3	\$ 292.00		\$ 876.00		\$ 292.00		\$ 292.00		\$ 292.00
Total		377			\$ 658,186.00						
Total AFP		1161			\$ 1,451,928.00						
Res					2024 Revenue		2024 Revenue		2024 Revenue		2024 Revenue
Early		323	1300		\$ 419,900.00		\$ 440,895.00		\$ 445,740.00		\$ 452,200.00
Morning		295	990		\$ 292,050.00		\$ 306,800.00		\$ 309,750.00		\$ 314,175.00
Twilight		128	540		\$ 69,120.00		\$ 72,960.00		\$ 72,960.00		\$ 74,240.00
College		20	450		\$ 9,000.00		\$ 9,000.00		\$ 9,000.00		\$ 9,000.00
Junior		18	204		\$ 3,672.00		\$ 3,672.00		\$ 3,672.00		\$ 3,672.00
Total		784			\$ 793,742.00		\$ 833,327.00		\$ 841,122.00		\$ 853,287.00
Non Res				Less 50% new rev		Less 50% new rev		Less 50% new rev		Less 50% new rev	
Early	Plus 13	277	2165	\$ 14,073.00	\$ 585,632.00	\$ 14,788.00	\$ 615,387.00	\$ 14,918.00	\$ 620,797.00	\$ 15,113.00	\$ 628,912.00
Twilight	Plus 12	107	800	\$ 4,800.00	\$ 80,800.00	\$ 5,040.00	\$ 84,840.00	\$ 5,100.00	\$ 85,850.00	\$ 5,160.00	\$ 86,860.00
College		15	650		\$ 9,750.00		\$ 9,750.00		\$ 9,750.00		\$ 9,750.00
Junior		3	292		\$ 876.00		\$ 876.00		\$ 876.00		\$ 876.00
Total		402			\$ 677,058.00		\$ 710,853.00		\$ 717,273.00		\$ 726,398.00
Total		1186			\$ 1,470,800.00		\$ 1,544,180.00		\$ 1,558,395.00		\$ 1,579,685.00



CAPTAINS GOLF COURSE FINANCIAL FORECAST



FISCAL YEARS 2025-2029

Peter Lombardi, Town Manager
Mimi Bernardo, Finance Director
Donna Kalinick, Assistant Town Manager
Jay Packett, Director of Golf

Town of Brewster, Massachusetts
December 12, 2023

Background

- Golf Department transitioned to a fully self-funded Enterprise Fund as of July 1, 2022 (FY23)
- Finance Team, Golf Director, and Golf Commission created a 10-Year Capital Plan and 5-Year Financial Forecast for the Golf Department in FY24
- Starting in 2023, rate setting is based on the annually updated Financial Forecast and long-term Capital Plan to ensure future year projected revenues align with estimated expenses and to create consistency in annual rate increases

Budget Presentation Award

- Brewster Finance Team received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for our FY24 budget
- Award represents a significant achievement by the Town - it reflects the commitment of the Select Board and staff to meeting the highest principles of governmental budgeting
- Finance Team had to satisfy nationally recognized guidelines for effective budget presentation
- These guidelines are designed to assess how well an organization's budget serves as:
 - a policy document
 - a financial plan
 - an operations guide
 - a communications device

Overview of FY24 Budget

- Total FY24 Budgeted Expenses increased by 8% over FY23 (including \$350k transfer to Capital Stabilization), based on a variety of budgetary pressures
- Personnel expenses increased by about 12%, including the new full-time Business Manager position.
- Indirect charges were reviewed and fully accounted for, increasing by 3%, with \$211,619 being transferred to the General Fund to cover these overhead expenses
- Golf Department pays for its share of OPEB, Retirement, Health Insurance and related benefits (fully self-supporting)

Overview of FY24 Budget (cont'd)

- Significant deferred capital continued to be addressed, as the new Capital Stabilization Fund balance was increased to \$750k to start FY24
 - \$350k was appropriated at Fall 2023 Town Meeting to help pay for a portion of the clubhouse windows and doors project
 - Current Golf Capital Stabilization Fund balance is \$424,374
- Membership fees were increased on April 1, 2023 (4% average increase) - rates were set based on FY24-FY28 Forecast
- Timing of rate increases should help maintain healthy Retained Earning balances
- Actual revenues continue to exceed projections (\$723k in FY23)

FY25-29 Budget Forecast: Revenue Assumptions

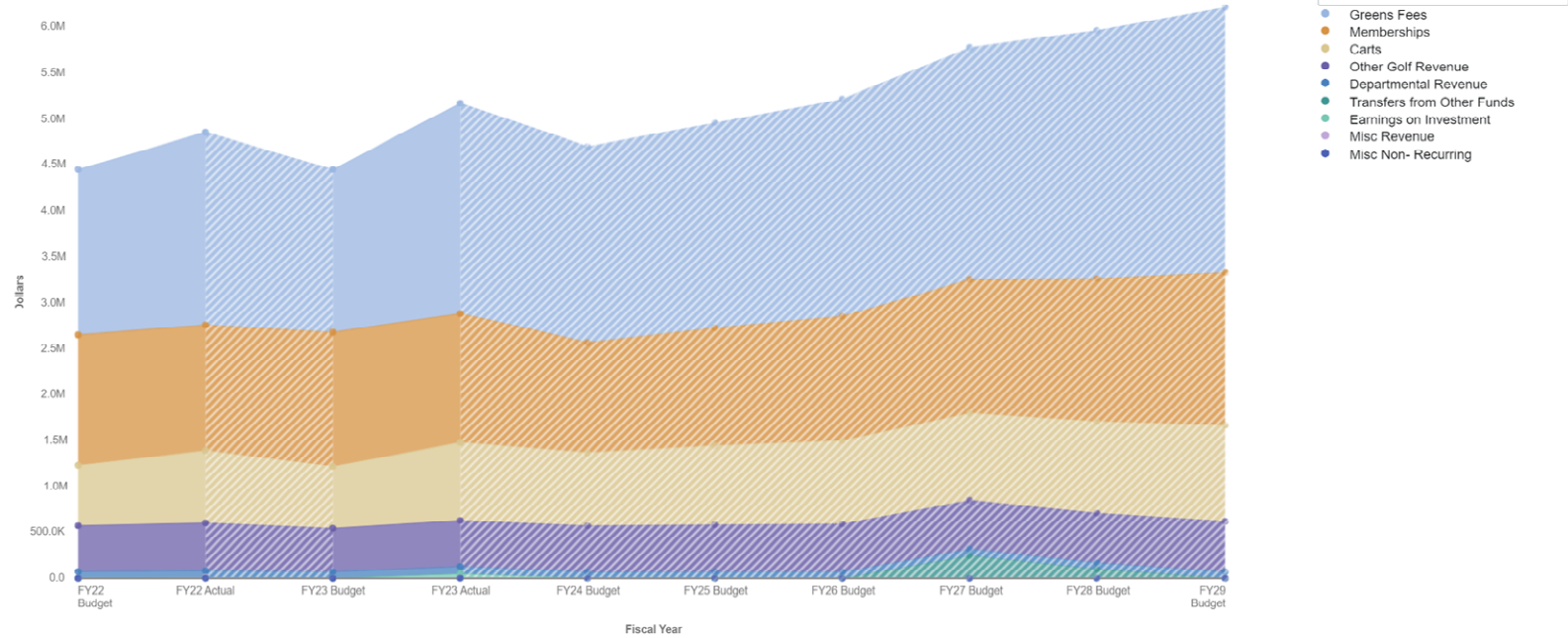
- Revenues were calculated to offset any future deficits, resulting in the following recommended rate increases:
 - FY25 5% (includes 50% of 25 new non-members)
 - FY26 6%
 - FY27 7%
 - FY28 7%
 - FY29 7%
- Proposed rate increases are exactly in line with last year's forecast except that FY28 is now set to increase by 7% instead of 5% (largely due to higher capital costs)
- Assumes overall membership totals remain relatively constant (except for adding new non-members in FY25)

FY25-29 Budget Forecast: Revenue Assumptions (cont'd)

- Cart Rates increase 8+% in FY25, then 5% in FY26+
- Capital Stabilization funds are assumed to help cover the debt payments in FY27 (\$250k) and FY28 (\$100k) to smooth rate increases and avoid deficits
- Solar Revenues
 - \$20+k to General Fund for Energy Manager
 - \$70+k balance to Golf Department
- Restaurant Revenues - \$50k

Golf Financial Forecast FY25-29 - Revenues

Visualization



	FY22 Budget	FY22 Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Budget	FY27 Budget	FY28 Budget	FY29 Budget
Collapse All										
▶ Greens Fees	\$ 1,800,000	\$ 2,098,792	\$ 1,773,000	\$ 2,291,912	\$ 2,127,754	\$ 2,232,419	\$ 2,364,020	\$ 2,526,512	\$ 2,700,318	\$ 2,886,230
▶ Memberships	1,420,327	1,366,506	1,459,100	1,405,511	1,203,566	1,282,837	1,359,809	1,454,997	1,556,849	1,665,830
▶ Carts	660,273	788,964	677,680	848,228	798,024	861,468	904,338	949,348	996,604	1,048,219
▼ Other Golf Revenue	499,500	520,140	472,020	498,805	501,941	510,981	520,201	529,606	539,199	548,984
Pro Shop Sales	300,000	298,641	300,000	287,338	273,770	279,248	284,831	290,528	296,339	302,266
Range Fees	157,500	173,763	130,020	163,381	178,171	181,735	185,370	189,078	192,860	196,718
Restaurant Rental Fees	42,000	25,000	42,000	30,603	50,000	50,000	50,000	50,000	50,000	50,000
Tournament Entry Fees	0	26,983	0	33,740	0	0	0	0	0	0
Gift Certificate Revenue - Fee	0	12,874	0	6,803	0	0	0	0	0	0
Credit Book Transactions	0	-17,121	0	-23,059	0	0	0	0	0	0
▶ Departmental Revenue	72,517	72,517	71,000	82,577	69,000	71,000	71,000	71,000	71,000	71,000
▶ Transfers from Other Funds	0	0	0	0	0	0	0	250,000	100,000	0
▶ Earnings on Investment	0	0	0	44,913	0	0	0	0	0	0
▶ Misc Revenue	0	10,160	0	2,888	0	0	0	0	0	0
▶ Misc Non- Recurring	0	0	0	423	0	0	0	0	0	0
Total	\$ 4,452,617	\$ 4,857,079	\$ 4,452,800	\$ 5,176,256	\$ 4,700,285	\$ 4,958,705	\$ 5,219,368	\$ 5,781,463	\$ 5,963,970	\$ 6,218,263

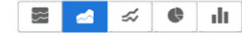
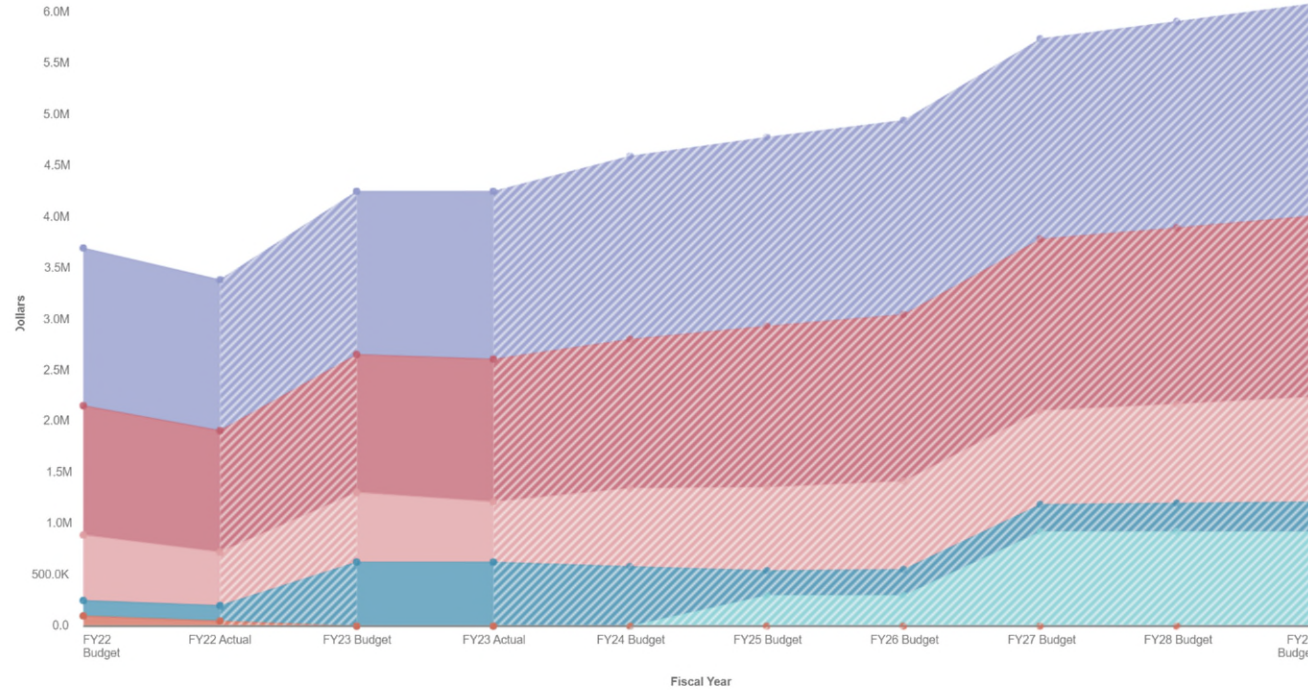
Data filtered by Revenues, Golf Enterprise Fund and exported on December 7, 2023. Created with OpenGov

FY25-29 Budget Forecast: Expense Assumptions

- FY24 Expenses were reviewed by line item and adjusted based on current conditions – increasing by about 4.6% on average, including select targeted increases for items such as electricity, fuel and some materials that are particularly volatile right now and other anticipated expense drivers (eg. 20% increase in cart lease payments in 2nd half of FY25)
- Consistent with the General Fund Financial Forecast, the following assumptions were applied to major cost drivers:
 - Personnel 2.5% COLA, plus contractual steps in FY25-29
 - Pension 11% (FY25), 10% (FY26-27), & 9% (FY28-29)
 - Health Insurance 4% in FY25-FY29
 - Indirects 5% in FY25-29
- No staffing changes proposed in FY25–29

Golf Financial Forecast FY25-29 - Expenses

Visualization



Sort Large to Small

- Salaries & Wages
- Expenses
- Employee Benefits
- Transfers to Other Funds
- Debt
- Capital Expenses

Collapse All	FY22 Budget	FY22 Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Budget	FY27 Budget	FY28 Budget	FY29 Budget
▶ Salaries & Wages	\$ 1,542,718	\$ 1,475,959	\$ 1,596,892	\$ 1,642,161	\$ 1,791,758	\$ 1,847,598	\$ 1,899,271	\$ 1,958,982	\$ 2,018,497	\$ 2,076,720
▶ Expenses	1,264,684	1,187,801	1,348,996	1,395,181	1,457,538	1,578,008	1,631,830	1,679,998	1,725,273	1,772,504
▶ Employee Benefits	641,621	523,977	681,889	590,231	766,559	814,664	863,675	916,611	969,842	1,026,984
▼ Transfers to Other Funds	150,324	150,324	626,356	626,356	582,619	243,200	254,310	265,976	278,225	291,087
Transfer to General Fund	129,324	129,324	205,356	205,356	211,619	222,200	233,310	244,976	257,225	270,087
Transfer to General Stabilization	0	0	400,000	400,000	350,000	0	0	0	0	0
Transfer to OPEB Trust	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000
▶ Debt	0	0	0	0	0	300,000	300,000	925,000	925,000	925,000
▶ Capital Expenses	100,000	50,373	0	0	0	0	0	0	0	0
Total	\$ 3,699,347	\$ 3,388,435	\$ 4,254,133	\$ 4,253,928	\$ 4,598,474	\$ 4,783,470	\$ 4,949,086	\$ 5,746,567	\$ 5,916,837	\$ 6,092,295

Data filtered by Expenses, Golf Enterprise Fund and exported on December 7, 2023. Created with OpenGov

FY25-29 Forecast: Capital Debt Assumptions

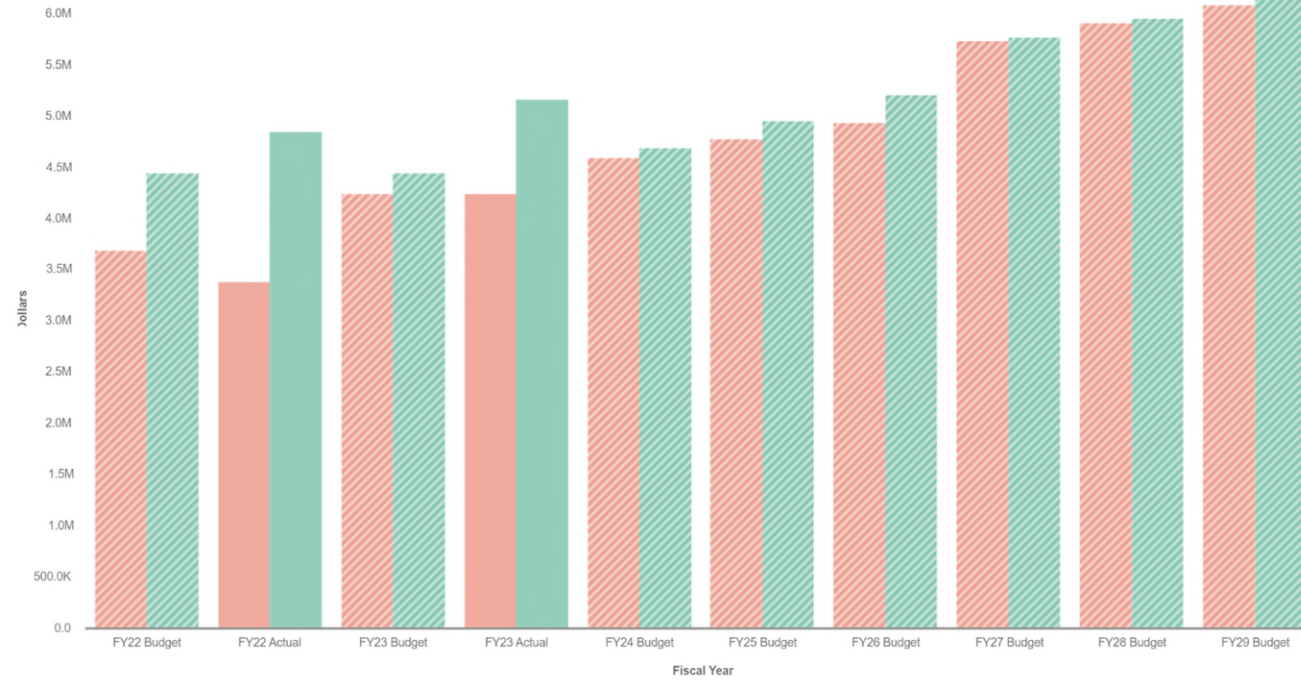
- Golf Irrigation Project: \$8.5M in Long Term Debt with 4% interest (20-year loan)
 - Debt payments of \$625k to start in FY27
- Maintenance Building Project: \$4M in Long Term Debt with 4% interest rate (20-year loan)
 - Debt payments of \$325k to start in FY25

FY25-29 Budget Forecast Implications

- Estimated FY25 Golf revenue totals:
\$4,958,705
- Projected FY25 Golf Fund operating appropriations:
\$4,783,470
- Estimated available FY25 capacity:
\$175,235 (3.7% of annual operating budget)
- Annual rate increases must be 5+% for the Enterprise Fund to remain solvent in FY25+

Golf Financial Forecast FY25-29 - Overview

Visualization



Sort Large to Small

- Revenues
- Expenses

Expand All	FY22 Budget	FY22 Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY25 Budget	FY26 Budget	FY27 Budget	FY28 Budget	FY29 Budget
► Revenues	\$ 4,452,617	\$ 4,857,079	\$ 4,452,800	\$ 5,176,256	\$ 4,700,285	\$ 4,958,705	\$ 5,219,368	\$ 5,781,463	\$ 5,963,970	\$ 6,218,263
► Expenses	3,699,347	3,388,435	4,254,133	4,253,928	4,598,474	4,783,470	4,949,086	5,746,567	5,916,837	6,092,295
Revenues Less Expenses	\$ 753,270	\$ 1,468,644	\$ 198,667	\$ 922,327	\$ 101,811	\$ 175,235	\$ 270,282	\$ 34,896	\$ 47,133	\$ 125,968

Data filtered by Types, Golf Enterprise Fund and exported on December 7, 2023. Created with OpenGov

FY25-29 Capital & Reserves

- Retained Earnings Balance as of July 1, 2023: \$2,105,819
- \$1.7M was authorized for capital at Fall 2023 Town Meeting
- Current Retained Earning Balance after FY24 capital:\$755,819
- 10 Year Capital Improvement Plan assumes about \$1.3M in annual capital expenses
- Starting in FY27, debt payments for two major capital projects account for about 75% of all annual capital investment
- Based on forecast year-end totals, reserves may not be able to cover additional capital needs - revenues, expenses (operating & capital), and reserve balances all need to be monitored closely in FY25+
- Town's Free Cash/Financial Reserves Policy recommends 5-7% of operating budget annually be put aside with no less than 2-2.5% remaining after capital expenses paid out

<i>Capital Needs:</i>	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Equipment Replacement	\$ 350,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 350,000
Pump House Feasibility	\$ 100,000				
Irrigation System - All Holes				\$ 625,000	\$ 625,000
Irrigation System Construction Management				\$ 100,000	\$ 100,000
Maintenance Building Design	\$ 400,000				
Maintenance Facility Upgrades		\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Maintenance Facility Construction Management		\$ 175,000			
Cart Barn Painting		\$ 15,000			
Main Course Irrigation Well Reconditioning	\$ 100,000				
Driving Range Well Reconditioning					\$ 50,000
Sink Hole Repair				\$ 20,000	
Cart Path Improvements			\$ 120,000		
Tee Box Improvements	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
Clubhouse Painting		\$ 50,000			
Clubhouse Roof Replacement			\$ 125,000		
Pro Shop Furnishings		\$ 25,000			
Clubhouse Window & Door Replacement					
Additional Costs Windows and Doors	\$ 700,000				
Kitchen Equipment Replacement	\$ 15,000	\$ 15,000	\$ 15,000		
Clubhouse Surroundings Improvements & Theme Enhancements		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Driving Range Improvements	\$ 15,000		\$ 75,000		
Total Planned Capital Improvements	\$ 1,700,000	\$ 1,010,000	\$ 1,065,000	\$ 1,475,000	\$ 1,435,000

Questions & Answers



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

MEMORANDUM

TO: Brewster Select Board
FROM: Conor Kenny
RE: Update on Vesper Pond Road Betterment Project and Vote on Updated Resident Voting Process
DATE: 1/17/2024

In 2022, the Town of Brewster received a private road betterment petition to place an article on the Town Meeting warrant to authorize the Town to undertake a series of repairs to the roadway network consisting of the following roads:

Vesper Pond Dr, Bay View Dr, Cranberry Lane, Mayflower Circle, Deer Path Circle, Jam Lane

November 2022 Special Town Meeting ultimately endorsed the betterment by a 2/3 vote and authorized financing in the amount of \$785,566.00. However, when the Town went out to public bid for the project, every construction bid exceeded the funding authorized by Town Meeting. Based upon the average of the bids received, the total project cost is now estimated at **\$1,256,636.88**, including bonding, legal and administrative expenses.

Therefore, in order for the process to proceed, residents on the aforementioned roads must now vote again on bringing a petition to Town Meeting to appropriate further funding for the same scope of work.

A meeting to discuss the future of this betterment project took place on January 12, 2024, at Brewster Town Hall between neighborhood residents and Town staff. Donna Kalinick (Assistant Town Manager) and Conor Kenny (Project Manager) attended the meeting to explain the project cost increases, outline next steps in the process and answer questions from the neighborhood. Residents who attended the meeting indicated that they would like to receive a new round of proxy voting forms.

In order for this petition to be placed on the Annual Town Meeting warrant in May, the Town must receive an affirmative vote from at least fifty percent (50%) + 1 of the abutters no later than 45 days before Town Meeting – March 27, 2024.

We recommend that the Select Board approve the sending out of proxy voting forms to residents in the Vesper Pond neighborhood.

Kari Hoffmann
Fall 2022 Special Town Meeting
Article No. 12
Private Road Betterment: Vesper Pond Drive

I move to finance temporary road repairs to the private ways known as Vesper Pond Drive, Bay View Drive, Cranberry Lane, Mayflower Circle, Deer Path Circle, and Jam Lane, including, without limitation, costs associated with engineering, construction, and reconstruction of said way, and costs incidental or related thereto, said sum to be spent by the Town Administrator with the approval of the Select Board; and, to meet said appropriation, to authorize the Treasurer, with the approval of the Select Board, to borrow Seven Hundred Eighty-Five Thousand Five Hundred Sixty-Six Dollars (\$785,566) under Massachusetts General Laws Chapter 44, Section 7, 7(1), 7(5) or 8, Chapter 373 of the Acts of 2006, and/or any other enabling authority, and to issue bonds or notes of the Town therefor; which sum shall be assessed as a betterment under Massachusetts General Laws Chapter 80, Section 1 on each parcel within the area benefiting from the improvement, all in compliance with the Brewster Town Code, Chapter 157, Article VIII, Section 157-20.

Town of Brewster

BREWSTER, MASSACHUSETTS 02631-1898

(508) 896-3701
FAX (508) 896-8089

OFFICE OF:
SELECT BOARD
TOWN MANAGER

Vesper Pond Road and Drainage Improvements

Minutes November 15, 2023

11am

- 1- Lawrence Lynch
PO BOX 913
Falmouth Ma 02540-0913
\$ 1,041,351.67 #115/cu yrd
REAP - ✓ Non Collusion - ✓
Bid Bond- ✓ OSHA- ✓
Addenda #1 ✓
- 2- M.C.E. Dirt Works
15 Denwich Rd
Harwich Ma 02645
\$ 885,785.00 #45/cu yrd
REAP - ✓ Non Collusion - ✓
Bid Bond- ✓ OSHA- ✓
Addenda #1 ✓
- 3- Dig It Construction
PO Box 268
S, Dennis Ma 02660
\$ 902,456.00 #180/cu yrd
REAP- ✓ COLLUSION- ✓
Bid Bond- ✓ OSHA- ✓
Addenda #1 ✓
- 4- \$
REAP- COLLUSION-
Bid Bond-
OSHA-
Addenda #1

5-

\$
REAP- COLLUSION-
Bid Bond-
OSHA-
Addenda #1

6-

\$
REAP- COLLUSION-
Bid Bond-
OSHA-
Addenda #1



Erika Mawn
Executive Assistant

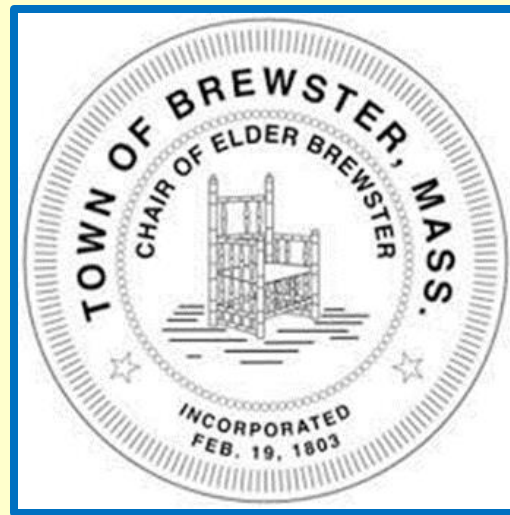


Donna Kalinick
Procurement Officer

Signed under pain of penalty for perjury that the above is true and accurate opening.

2024 Vesper Betterment Timeline – Key Deadlines





BREWSTER MASSACHUSETTS FIRE DEPARTMENT STAFFING ANALYSIS



MUNICIPAL RESOURCES, INC. (MRI)

Engaged to:

- Review the manner in which fire department and emergency medical services are provided and evaluate overall operations.
- Evaluate the fire department's organizational structure, administration, and management.
- Evaluate the department's staffing.
- Provide recommendations for improvement.





Our Goal:

To create a report that becomes a useful guide and a resource that shapes a vision for the success of the organization as it approaches the challenges and transitions of the future.



Dust Collector or Useful Tool? What are the Outcomes?

This analysis provides the organization and the community with 39 recommendations.

A plan to guide you moving forward.



In reality the outcome is up to you.

METHODOLOGY

- Interviews with numerous stakeholders.
- Review and analysis of data and documents.
- Review and evaluation of fire department operations and management.
- Evaluating on-site operations, facilities, and resources.
- 13 major project elements involved.



METHODOLOGY

- All recommendations for improvements are based on various administrative regulations promulgated at the federal and state levels, and nationally accepted consensus standards developed by:
 - ❖ ISO (Insurance Services Office)
 - ❖ NFPA (National Fire Protection Association)
 - ❖ CFAI (Commission on Fire Accreditation International)
 - ❖ CAAS (Commission on Accreditation of Ambulance Services)
 - ❖ Industry best practices and procedures

BREWSTER FIRE DEPARTMENT

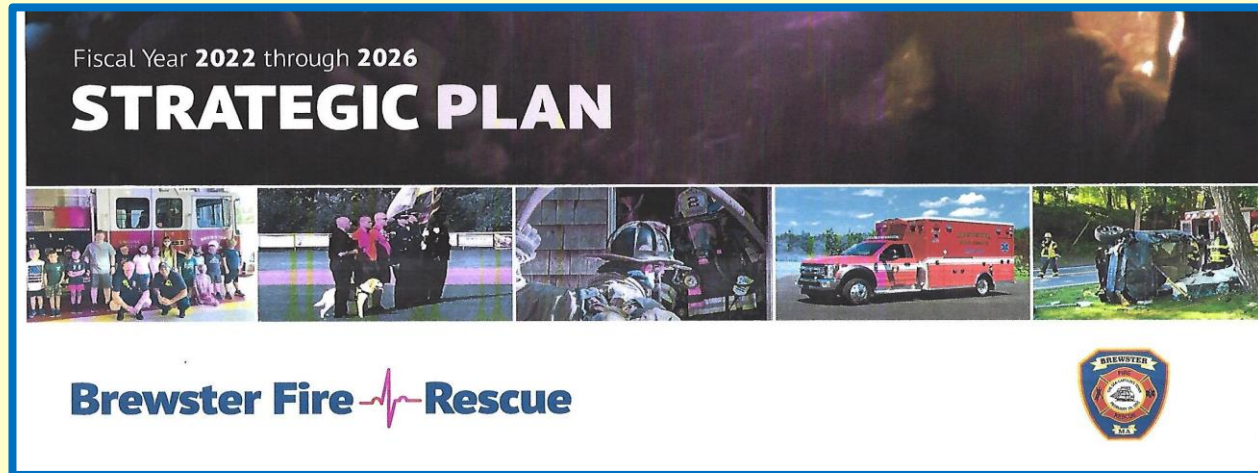
- Well equipped, with a beautiful state of the art fire station.
- High functioning leadership team.
- Dedicated core group of members who are trying to make their organization one that provides dependable, high quality, emergency services to the Town of Brewster.

BREWSTER FIRE DEPARTMENT

- Perform their duties competently, and, can be counted upon to complete assignments given to them.
- Appears to have a positive public image, and, is respected for its long-standing service to the community.



BREWSTER FIRE DEPARTMENT



- The strategy currently in place in the Brewster Fire Department is a progressive and forward thinking one. The Brewster Fire Department has an excellent five-year strategic plan that covers the period of 2022 through 2026.

MRI's Key Areas of Concern

- The potential for a diminished level of service based on a shortage of available resources, primarily from a career staffing perspective and the annual requests for service continue to increase.
 - ❖ The loss of the call component of the Department over the past 10 years. This results in the only emergency response personnel immediately available (not counting mutual aid) being the on-duty personnel. There are no longer call personnel who respond to provide coverage or assist with multiple incidents.



MRI's Key Areas of Concern

- **High turnover rate among career staff.**
 - ❖ **The department has struggled to retain personnel. Frequent vacancies and a constant staffing deployment model has resulted in a high level of mandatory holdover and order-in overtime which can have a significant impact on firefighter health and wellness, as well as morale within the Department.**

MRI's Key Areas of Concern

- Housing and rental costs in Brewster and surrounding communities, and to a larger extent Cape Cod in general, are extremely high and thus unaffordable for most public safety personnel especially those who are just starting out. This results in many firefighters living on the other side of the Sagamore Bridge, more than 30 minutes from town and of limited to no value in a call back situation.
- ❖ Challenges recruiting qualified personnel.



MRI's Key Areas of Concern

- A need to continue the widespread use of automatic aid at the time of dispatch to reported structure fires to attempt to assemble an effective response force within the benchmark time frames.
- Two simultaneous EMS calls can strip the Town of all fire and EMS protection.
- Potentially increasing response times based on a growing number of overlapping calls (approaching 20% of annual responses).



MRI's Key Areas of Concern

- An aging resident population (35.1% of population is age 65 or over) will most likely result in increased requests for services further straining the system.



Key Recommendations

Many risks are also opportunities. This report can be an idle source of conversation or a means to engage the organization to plan for a vibrant future.



REVISED EMS RESPONSE PROCEDURES

- **When staffing is at five personnel:**
 - ❖ **Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. The three personnel remaining are now available for fire duty, or can handle a second ambulance call, if necessary. If they require additional assistance, they can request the engine to respond.**
 - ❖ **Two personnel respond on the ambulance and three personnel respond on the engine to Charlie, Delta, and Echo, or Priority 1 and 2 calls. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew.**

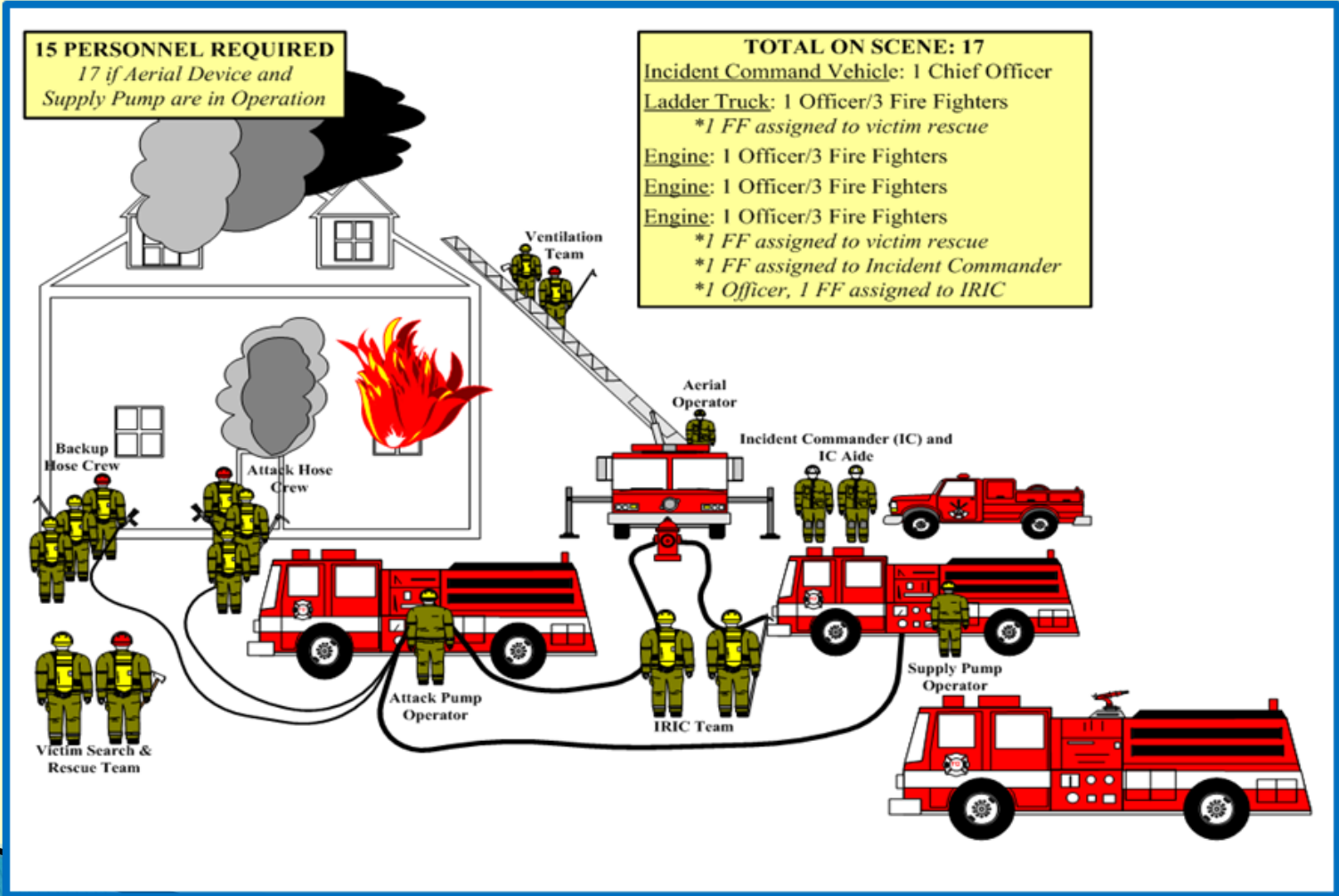


EFFECTIVE FIRE RESPONSE FORCE

- The Brewster Fire Department should strive to have a minimum of 16/17 firefighting personnel on the scene of every single-family residential structure fire within 8 minutes of the time that units are responding.
- For fires in multi-family residential buildings and commercial occupancies, a minimum of 27/28 personnel should be on scene within 8 minutes of the time that units are responding in order to be able to establish a full effective response force.



EFFECTIVE FIRE RESPONSE FORCE



STAFFING

DEPARTMENT	POPULATION	CY22 RUNS	*FULL TIME STAFF	# OF FIREFIGHTERS PER 1,000 RESIDENTS	# OF FIREFIGHTERS PER SHIFT	*ADDITIONAL DAYSHIFT PERSONNEL	DUTIES OF DAYTIME PERSONNEL
Brewster	10,318	3,236	23	2.23	5	1	Fire Prevention Officer
Chatham	6,600	3,240	32	4.85	7	2	Fire Prevention Officer EMS Coordinator
Orleans	6,307	2,683	36	3.8	8	2	Fire Prevention Officer EMS Coordinator
Eastham	5,752	2,236	24	4.17	5	2	2 Firefighters
Wellfleet	3,500	1,311	22	5.71	5	1	Captain – Fire Prevention
Harwich	13,441	4,850	40	2.68	9	2	Fire Prevention Officer EMS Coordinator



STAFFING

- The Town of Brewster and Brewster Fire Department should incrementally hire additional firefighters to enhance daily on duty staffing to an eventual level of seven (7) personnel assigned to each shift.
- The Town of Brewster should authorize the Brewster Fire Department to apply annually over the next several application periods for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant to fund the incremental hiring of a total of nine (9) additional personnel (two per shift plus a full-time EMS Officer) over the next several fiscal years.



STAFFING

- **FY 2025** – Hire four (4) additional personnel to increase shift staffing to six (6) personnel with a minimum of five (5) on duty (off season only).
- **FY 2026** – Hire one (1) additional person to allow for the creation of the full-time EMS officer position and the possible implementation of a MICU/CIP program. Promote four (4) firefighters to the rank of Lieutenant.
- **FY 2028** – Hire four (4) additional personnel to increase shift staffing to seven (7) personnel with a minimum of six (6) on duty (off season only).



STAFFING

- In FY 2026, the Town of Brewster should consider creation of the position of Lieutenant on each shift in the Brewster Fire Department to allow for a continued appropriate span of control as recommended under the Incident Management System (IMS).
- At all staffing levels, the Brewster Fire Department should continue to utilize part-time personnel to supplement staffing level and maintain maximum shift staffing during peak season between Memorial Day and the end of September.



STAFFING

FY 2025 Phase 1
Hire 4 additional
Firefighters, 1 per shift.
Shift Staffing = 6

FY 2027

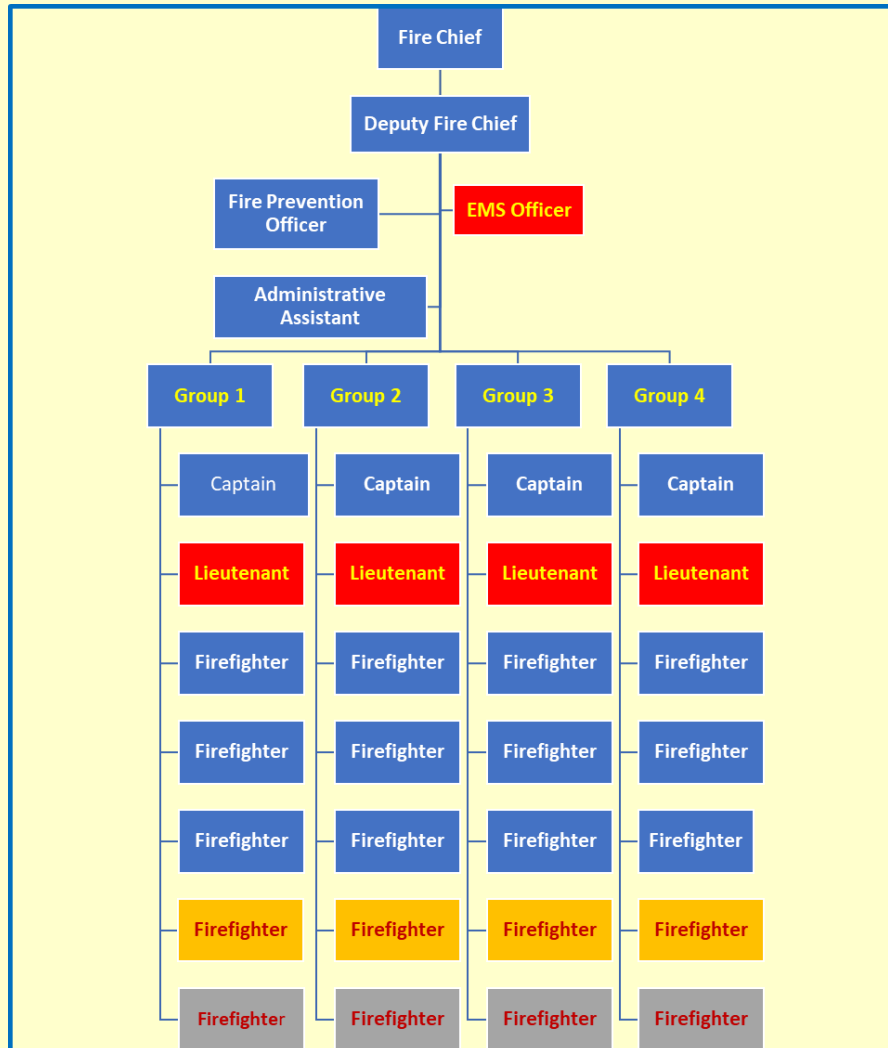
FY 2026 - Phase 2
Hire 1 additional
Firefighter.
Promote 1 FT EMS Officer.
Promote 4 Lieutenants
Shift Staffing = 6

FY 2028 - Phase 3
Hire 4 additional
Firefighters, 1 per shift.
Shift Staffing = 7

FY 2029/2030**
Evaluate impact of
increased staffing of
fire/EMS operations and
potential need for
addition staff.



STAFFING



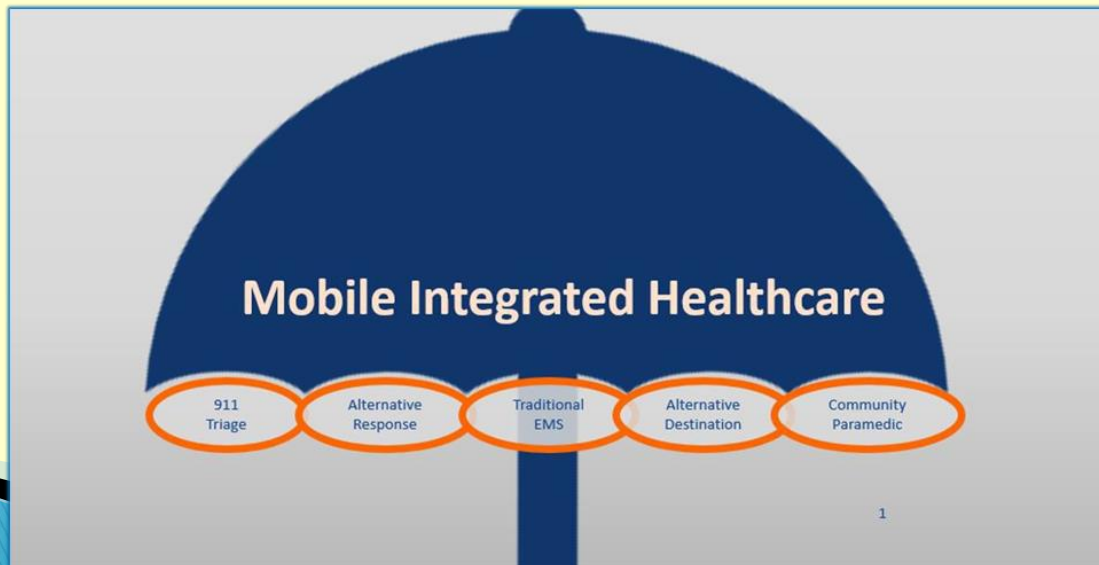
STAFFING

- Once a staffing level of seven (7) is achieved the Brewster Fire Department will be able to staff:
 - ❖ Two ambulances with two (2) personnel each.
 - ❖ If a third ambulance is needed during the day, it can be staffed with administrative personnel if they are available.
 - ❖ One engine with three personnel.



COMMUNITY PARAMEDICINE

- The Town of Brewster and Brewster Fire Department should actively explore the feasibility of implementing some type of community based mobile integrated health care (Community Paramedicine) in an attempt to provide better service to the community, and possibly increase their EMS revenue.



THE FUTURE

- **Planned growth of the Brewster Fire Department is essential to provide a consistent service level to the community, while keeping pace with increased demands for service.**
- **There is no “right” amount of fire protection or EMS delivery. It is a constantly changing level based upon the expressed needs of the community.**



THE CHALLENGE AHEAD

- **Defining the acceptable level of service.**
- **Long term development of the Brewster Fire Department, its officers and personnel.**
- **The goal of this study is to assist the Town of Brewster and the Brewster Fire Department in moving forward in a planned or intended strategic manner and to reinforce the existing strategic plan.**

FINAL THOUGHTS

- Each of the 39 recommendations should be given careful consideration.
- View each recommendation as a goal.
- Approach the recommendations strategically & systematically to develop short & long term goals.
- Follow the Strategic Plan.
- Recognize each accomplishment.



Thank You



Website:

www.mrigov.com





Brewster Fire Department

1671 Main Street
Brewster, MA 02631

Phone 508-896-7018 Fax 508-896-4245



TO: Select Board
FROM: Fire Chief Moran
CC: Town Manager Peter Lombardi
Finance Committee
Deputy Fire Chief Kevin Varley
DATE: 11/30/23
RE: Fire Department Staffing Analysis

In April 2022 members of Brewster Fire/Rescue launched the implementation of their 2022-2026 five-year strategic plan. One of the major proposals emerging from the plan included the hiring of a professional Public Safety group to conduct a Staffing and Operational analysis of the Brewster Fire Department. In March of 2023 Municipal Resources, Inc. was chosen as the vendor to review the current position of the department and make recommendations regarding future staffing needs and sustainable operational advances.

After leading the transformation of the department from a combination to full-time organization over the past thirteen years, my office is well versed and acquainted with the validated staffing and operational recommendations contained in the study and we are pleased to see a final document that mirrors the progressive philosophies of our department. Through proactive forecasting, partnership with the Town Managers office, and the continued application of our strategic plan we have previously embraced a number of these recommendations and initiated active processes that will lead to future implementation.

Some of these initiatives currently being worked on or completed include:

- Contractual agreements including wage increases comparable to contiguous communities and stipend programs designed to enhance recruitment and retention of personnel.
- Secured funding for the purchase of mobile computer hardware and software to improve data collection, meet proposed enhancements to Barnstable County Dispatch systems, enhance pre-incident planning capabilities, and enrich efforts to assess and reduce community risk.
- Completed AFG Grant funded Fire Instructor I and Fire Officer I programs. Excess funds are being used to schedule additional programs including Surface Water Rescue, Surface Ice Rescue, Rope Rescue, Fire Officer Strategy and Tactics, Vehicle Extrication, Control of Gas Emergencies, and Decision Making for the Initial Company Officer. These programs will assist efforts to maintain our current ISO rating during the next review cycle.
- Secured funding for policy and procedure software titled Lexipol. Currently working with Lexipol representatives and internal review group to advance the approval and adoption of multiple administrative and operational policies into one cohesive and consistent document.
- Received approximately \$270,000 in Federal and State Grant programs for fire safety education, equipment, and training.
- Revised automatic aid response policies to increase the number of initial arriving personnel.
- Maintained consistent and direct annual budget requests for additional full-time staff.
- Continued best practice use of seasonal employees to supplement full-time staff.

The recommendations identified in the study come as no surprise to my office. Most are based on State and National Laws, Standards, Regulations, and best practices that we have been working to initiate for several years. We welcome the conclusions and look forward to developing a priority list of short, medium, and long-term goals that will allow us to continue to meet the proposals including the major challenge of increasing staff to a level justifiable to the sustained safety, health, and wellness of staff and the continued delivery of exceptional life safety services to the community.

**TOWN OF BREWSTER, MASSACHUSETTS
FIRE DEPARTMENT STAFFING ANALYSIS**

NOVEMBER 2023

Prepared by:



**Municipal Resources, Inc.
66 Main Street, Suite B
Plymouth, New Hampshire 03264
mrigov.com
Phone 603-279-0352**

TABLE OF CONTENTS



TOWN OF BREWSTER, MASSACHUSETTS FIRE DEPARTMENT STAFFING ANALYSIS

CHAPTER I - PROJECT OVERVIEW, SCOPE, AND METHODOLOGY	6
ABOUT MRI	7
MRI'S PHILOSOPHY	7
OBJECTIVES	8
SCOPE OF WORK	9
METHODOLOGY/PROJECT APPROACH.....	11
ACKNOWLEDGEMENTS	14
CHAPTER II - COMMUNITY OVERVIEW	16
TOWN OF BREWSTER	16
BREWSTER FIRE DEPARTMENT	17
CHAPTER III - BREWSTER COMMUNITY RISK AND HAZARD PROFILE	20
RECOMMENDATIONS.....	29
CHAPTER IV - BREWSTER FIRE DEPARTMENT ORGANIZATION, MANAGEMENT, AND OPERATIONS	30
BREWSTER FIRE DEPARTMENT OVERVIEW	30
RESPONSE METRICS	40
FIRE OPERATIONS	48
EMS OPERATIONS	52
STAFFING, CRITICAL TASKING, AND DEPLOYMENT.....	63
COMPARATIVE ANALYSIS	73
AUTOMATIC/MUTUAL AID AND REGIONAL OPERATIONS.....	74
INSURANCE SERVICES OFFICE (ISO).....	78
RECRUITMENT, TRAINING & PROFESSIONAL DEVELOPMENT.....	83
FIRE PREVENTION AND COMMUNITY RISK REDUCTION	85
DIVERSITY AND CULTURAL AWARENESS.....	87
ADMINISTRATIVE SERVICES.....	88
BREWSTER INTERDEPARTMENTAL RELATIONS	88
RECOMMENDATIONS.....	89



CHAPTER V - FIRE DEPARTMENT FINANCIAL OPERATIONS..... 94

ANNUAL BUDGET 94

CAPITAL PLANNING 95

AMBULANCE BILLING & REVENUE 95

PERMITS: 99

GRANTS: 99

SOURCES OF ADDITIONAL FUNDING:..... 100

RECOMMENDATIONS101

CHAPTER VI - SUMMARY OF RECOMMENDATIONS 103

CHAPTER III - BREWSTER COMMUNITY RISK AND HAZARD PROFILE 103

CHAPTER IV - BREWSTER FIRE DEPARTMENT ORGANIZATION, MANAGEMENT, AND OPERATIONS103

CHAPTER V - FIRE DEPARTMENT FINANCIAL OPERATIONS 108

CHAPTER VII - SUMMARY AND LOOKING TO THE FUTURE 111

CURRENT STATE OF THE FIRE AND EMS DELIVERY SYSTEM 111

STRATEGIC PLANNING (AKA LOOKING TO THE FUTURE) 112

MRI’S VIEW OF THE FUTURE..... 113

FIRE SERVICE ACCREDITATION..... 119

CONCLUSION..... 120

CHAPTER VIII - PROJECT TEAM 122

TEAM LEADER: 122

PROJECT TEAM..... 123



REPORT



CHAPTER I PROJECT OVERVIEW, SCOPE, AND METHODOLOGY



Municipal Resources, Inc. (MRI) was engaged by the Town of Brewster, Massachusetts, to undertake an organizational and operational assessment including an analysis of the effectiveness, and overall efficiency study of the Town's fire, rescue, and emergency medical services (EMS) delivery systems, to identify any gaps or deficiencies, and to make recommendations for improvement. Projected growth in area services due to increases in population and increased service levels were also included to provide recommendations on the Department's long-range planning needs. The primary intent and goal of this project was to determine whether the existing organizational structure and operations of the Brewster Fire Department including levels of staffing, facilities, equipment, funding, management practices, and deployment of resources are adequate to provide a level of service within Brewster, that is in line with generally accepted standards and benchmarks utilized by comparable fire departments in similar communities; and based on standards and best practices for modern-day fire services currently in practice in Massachusetts and the United States.

To these ends, MRI looked to provide information relative to:

1. Short-term opportunities for improvement of the Department's service delivery capabilities.
2. Present short and long-term organizational and operational adjustments that seek to improve service delivery to the Town.

These activities are part of the Town of Brewster's ongoing fire and emergency services oversight and planning responsibilities. They are focused on identifying the risks that residents, visitors, and firefighters are currently exposed to, as well as the potential future risks, and the development of an appropriate set of responses to those threats in a fiducially responsible manner. Through the strategic planning aspect, the project team makes recommendations for long-term success, viability, and stability, together with improved efficiency, operations, and safety for firefighters and citizens today, as well as projecting future needs for the provision of fire and emergency medical services throughout the community. The MRI project team has attempted to produce a report containing recommendations, focused primarily on long-range strategic planning, that will assist the Brewster Fire Department, and the Town of Brewster, to set a clear course of action for future service improvements and delivery.



ABOUT MRI

MRI was founded in 1989 by six former municipal and state government managers, with both public and private, professional experience. MRI provides professional, technical, and management support services to municipalities, schools, and non-profit organizations throughout the Northeast. MRI provides technical knowledge and practical experience that others cannot offer because it hires the best in the municipal consulting industry. This is evidenced by a high level of implementation of MRI's recommendations by its clients. MRI's clients have come to expect the organization to provide whatever they need, and it fulfills their expectations.

MRI's dynamic management staff adapts services to specific client needs. Clients realize that MRI has been in their shoes and has the experience, sensitivity, and desire that it takes to develop and deliver services that specifically meets their needs. The depth of MRI's experience is reflected not only in the experiences of its associates, but in the scope of services it provides its clients, from professional recruitment to organizational and operational assessments of individual municipal departments and school districts; or ongoing contracted services for various municipal government and school business support activities. Municipal Resources has a particularly strong public safety group with nationally recognized expertise in fire and emergency medical services.

MRI's professional staff is always focused on helping its clients solve problems and provide solutions for their future success. We simply work to gain an understanding of past events to build a framework for future success. We do not put forth idealistic, unachievable, or narrowly focused solutions.

MRI'S PHILOSOPHY

Municipal Resources, Inc. is committed to providing innovative and creative solutions to the problems and issues facing local governments and the agencies that serve them.

The purpose of MRI's approach is to supplement the efforts of municipal employees and other personnel and enable them to do their jobs well. MRI is committed to supporting and enhancing positive, sustainable communities through better organization, operations, and communication.

This is achieved by:

- Supporting towns, cities, counties, school districts and other community service agencies with management and technical services to facilitate constructive change within client organizations.
- Conducting studies and analyses designed to assist clients in achieving organizational improvement.

- Advocating and advancing cooperation, coordination, and collaboration between government organizations and related community support agencies.
- Maintaining a staff of highly qualified professional, experienced and open-minded life-long learners to serve as consultants and advisors to clients.
- Maintaining awareness and understanding of advances in “best practices” for delivery of all levels of core community services and related professional management.
- Developing and refining techniques for effective community engagement, information dissemination, and constructive change.

OBJECTIVES

1. To help municipalities and agencies obtain maximum value for limited tax dollars.
2. To identify and help communities manage the risks associated with public safety functions.
3. To raise public awareness of the value and professionalism of their municipal resources.
4. To help local leaders develop and execute plans that best meet their community’s needs, given available resources.

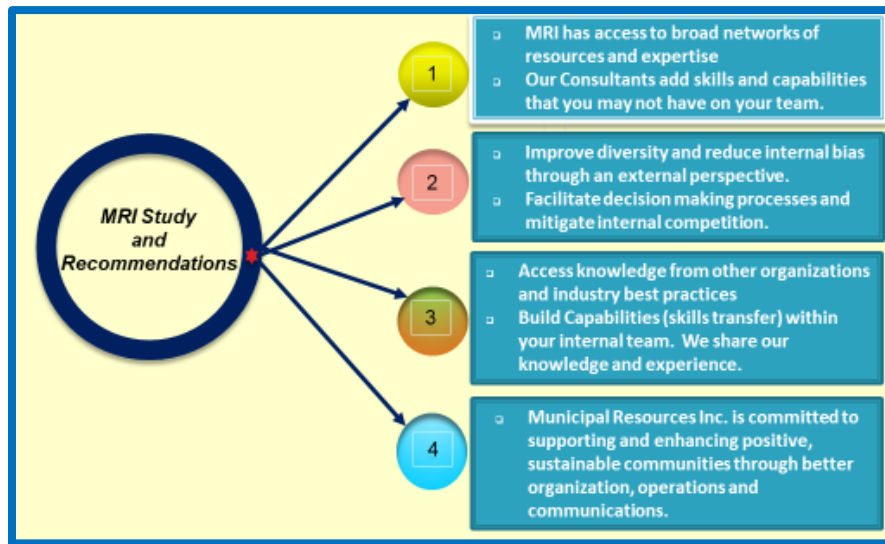


FIGURE I-1: MRI PROJECT IMPLEMENTATION PLAN

SCOPE OF WORK

To be effective, a project of this type requires a thorough assessment to determine a baseline of current operations. Projections for community population growth that can translate into increased requests for service, the need for expanded levels of service, and evolving community expectations were necessary to develop recommendations for the department's long-range plans. A thorough review of existing staffing, funding, management practices, and regulatory environment was undertaken to determine whether the department can provide a level of service that is in line with generally accepted standards and benchmarks for a community of like character. An evaluation of the following information and topics were all components of this review:

An evaluation of the following information and topics were all components of this review:

1. A review of background information that impacts the Brewster Fire Department including:
 - a. Fire service data and information provided by the fire department and the Town;
 - b. Community population and demographics;
 - c. Residential, commercial, industrial, and municipal features of the community including a community tour;
 - d. Review of incident response statistics volume and trends;
 - e. Review of response times;
 - f. Policies and agreements that may determine staffing levels and practices;
 - g. Evaluation of the provision and use of fiscal resources including the amount of overtime;
 - h. Assess and evaluate the department's current scheduling, staffing, organizational structure and delivery of services;
 - i. Assess service demand trends, including demographic and service demand increases; including those attributed to societal adjustment due to the Covid19 pandemic;
 - j. Municipal ordinances related to fire and EMS delivery;
 - k. Mutual aid agreements and resources;
 - l. Standard Operating Guidelines (SOGs) for the Fire Department;
 - m. Vehicles and staffing/run assignments;
 - n. Fire department operational plans;
 - o. Adequacy of the department's training and fire prevention functions;
 - p. Current deployment of resources along with a future needs assessment;
 - q. Identification of the level of service provided to, and expected by, the Town,
 - r. The Brewster Fire Department's current Strategic Plan 2022 – 2026, and;

- s. Developed a report that will address short- and long-term staffing needs, organizational structure, service and demand trends, over the next decade.

2. Input was solicited from a range of stakeholders through personal interviews, including:

- Chairman of the Select Board
- Town Manager
- Fire Chief
- Deputy Fire Chief
- Fire Department Career Captains
- Town Human Resources Director
- Town Finance Director
- Police Chief
- International Association of Fire Firefighters Local 3763 E-Board
- Mutual Aid Fire Chiefs
- Open Session for Fire Department Members

In performing this study MRI focused on the following aspects of the fire and emergency medical services and their operations:

- Organizational structure and governance;
- Organizational, managerial, and operational practices including policies, rules and regulations, and standard operating procedures/guidelines (SOPs/SOGs);
- Fire department staffing practices and personnel scheduling;
- Lack of viability of the department's call component;
- Community profile and characteristics, risks, vulnerabilities, and concerns;
- Fire and EMS operations, including response times, NFPA 1710 and OSHA Two-in/Two-out compliance, standards of cover, incident and response time analysis, designation of operational responsibilities, and deployment of resources;
- Training and professional development;
- Fire prevention and code enforcement;
- Budgeting;

- External stakeholders' perceptions concerning the fire department and relationships with various officials; and,
- Sense of common vision among internal stakeholders.

At the completion of each key component of the Department's operations, the project team has attempted to provide a status and/or "gap" statement which indicates the current status of that activity, any gaps between that activity and expected performance (as defined by regulations, standards, industry best practices, or organizational policy), and recommendations that should be implemented to close the "gaps" or correct the deficiency.

METHODOLOGY/PROJECT APPROACH

MRI's project methodology and approach was targeted to fulfill the scope of work in a thorough and comprehensive manner. MRI consultants performed several days of on-site work, interviews, and observations in Brewster. The assessment employed the following methodologies:

- On-site visit to Brewster that included in-person meetings, tour of fire department facilities, and tour of Brewster to observe target hazards, community risks, and building density and type,
- Review of the fire department's facilities, apparatus, and equipment,
- Analysis of fire department staffing, including current operations, scheduling, use of overtime, organizational structure and future needs based on risk, current operational experience, and projected community growth and development,
- Analysis of community demographics and projected growth and development,
- Interviews with fire chief and deputy fire chief,
- Interviews with the town manager,
- Interview with Chairman of the Select Board,
- Interviews with other key fire department personnel including members of the Brewster Fire Department command/supervisory staff, EMS coordinator, administrative assistant, union leadership and other department members having direct knowledge and understanding of the subject areas,

- Interviews with other key town officials including the finance director and human resources director,
- Interviews with fire chiefs of neighboring mutual aid fire departments,
- Review of mutual aid and regional operations,
- Review of existing department incident statistics, standard operating procedures/guidelines, budget, and other records,
- Review of the applicability of various national standards and best practices for municipal fire and EMS services, such as NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, and NFPA 1300, Standard on Community Risk Assessment and Community Risk Reduction Plan Development.

These discussions focused on the current fire and EMS delivery system and structure to identify any concerns or areas requiring special focus, and to gather thoughts and ideas about areas of potential improvement and long-range visions, needs, goals, and objectives. The team spent significant time with the fire chief and deputy fire chief to gain an understanding of the organizational, operational, and management systems and approaches currently in place, and then compared the current structures against contemporary practice and convention. There were also reviews of relevant statistics, and operational data that was furnished by the Department.

MRI's project team utilized a seven-phase process to conduct the assessment of the Brewster Fire Department and to develop the planning recommendations. The seven phases include:

1. Development of an action plan.
2. Orientation, stakeholder input, data gathering, and identification of significant issues facing the Town of Brewster and the Brewster Fire Department.
3. Information review, inventory, and assessment of the emergency risks and target hazards located within the Town, and effectiveness and current operational readiness of the Brewster Fire Department.
4. Development of an assessment and inventory of current fire department operations including the adequacy of current staffing/deployment models and organizational structure.

5. Evaluation of the overall effectiveness, efficiency, and quality of service of the fire protection and EMS delivery systems within the Town of Brewster.
6. Preparation of a final evaluation report including planning recommendations for the Town of Brewster and the Brewster Fire Department.
7. Presentation of a final project report to the Brewster Town Manager and other selected stakeholders.

During this study, the MRI team investigated areas such as the organizational and command structures of the fire department, chain of command, budgeting, staffing, service demands, deployment of personnel, standards of cover, perceptions within the community, working relationships with other persons and agencies, responsiveness, internal policies and procedures, and compliance with various state and federal regulations.

Following the on-site visits, the data and documentation collected, and observations made, were subjected to analysis by the project team, both individually and collectively. The information was then compared with contemporary fire service and public safety standards, recommendations, and best practices, to formulate the recommendations contained in this report, and utilized for the development of this document.

Using this review as a basis, the project team made recommendations for improvements that take into consideration the current and future financial ability of the Town, appropriate modifications to the delivery systems to provide optimum service to the entire community, efficient use of resources, and whether the current organizational structure is appropriate or should be modified.

We have produced a comprehensive report containing recommendations that will assist the Town of Brewster and its fire department, to set a clear course of action for future service improvements and delivery. All recommendations for improvement are based on various administrative regulations promulgated at the federal and state levels, nationally accepted consensus standards developed by the Insurance Services Office (ISO), National Fire Protection Association (NFPA), Commission on Fire Accreditation International (CFAI), Commission on Accreditation of Ambulance Services (CAAS), and industry best practices and procedures. However, since every community has unique characteristics, challenges, and resource limitations, our recommendations are specifically designed to address the immediate and long-term needs of the Town of Brewster.

When appropriate, MRI's evaluation and recommendations include multiple options, identify potential implications of options, and suggest what is believed to be the most appropriate option. The project team has attempted to provide a series of recommendations for an organizational



structure that can provide a high level of service today, and five to ten years into the future; constrained by anticipated fiscal and economic projections; expand and contract with future needs; and be able to navigate any fiscal constraints of reimbursements from public and private sources, particularly with the unknown long-term implications of the COVID-19 pandemic. To these ends, MRI looked to provide information relative to:

1. Short-term opportunities for improvement of the Department's service delivery capabilities.
2. Present short and long-term organizational and deployment adjustments that seek to improve service delivery to the Town.
3. Develop a report that will address operations, staffing, organizational structure, and service demand trends, needs over the next decade.

The resulting recommendations are also based upon an acknowledgement that fire departments are living and constantly evolving organizations. They must constantly change and adapt to current, and anticipated, conditions and realities. A municipal fire department, while steadfastly holding onto traditions, is an organization that must be progressive and proactive, and requires a perpetual commitment to improvement. The modern fire and emergency service is constantly besieged with ever increasing demands from the public and must readily adapt to changes in technology, constantly evolving risks and hazards, and new generations of men and women entering this highly rewarding and challenging public service avocation. The delivery of high-quality fire and emergency medical services requires energetic, enlightened, progressive, and proactive leadership at all levels of the fire and rescue services delivery system. Every day must include an effort to improve and move forward.

ACKNOWLEDGEMENTS

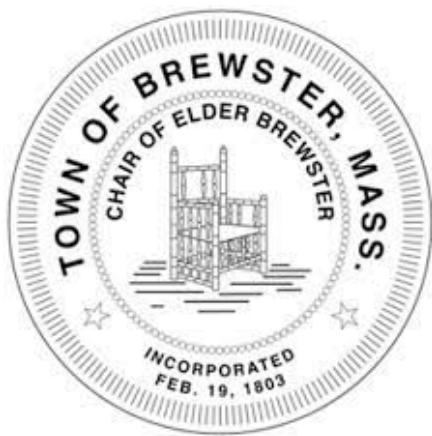
The MRI project team would like to thank Brewster Town Manager Peter Lombardi, Select Board Chair David Whitney, Fire Chief Robert Moran, Deputy Fire Chief Kevin Varley, Police Chief Heath Eldredge, Finance Director Mimi Bernardo, Human Resources Director Susan Broderick, the officers and firefighters of the Brewster Fire Department, and the Orleans and Harwich fire chiefs who took the time to speak with us, and for their cooperation and assistance in preparing this report. Brewster is a proud and vibrant community with high expectations for the performance and professionalism of its public servants. It is MRI's goal to provide the town and fire department with a road map and template for strengthening the level of fire and emergency medical services available to the community. As with any public safety organization, there is always room for improvement, but **the citizens of the Town of Brewster should be proud of the high quality and**

exemplary performance of the members of the Brewster Fire Department who provide round-the-clock fire protection and emergency medical care.



CHAPTER II COMMUNITY OVERVIEW

TOWN OF BREWSTER



The Town of Brewster is located in Brewster County, on Cape Cod (Figure II-1), approximately 85 miles southeast of Boston. It is located in what is referred to as the mid Cape area, just prior to the “elbow”. According to the United States Census Bureau, the Town had a 2020 population of 10,318, an increase of 5.1% from the 2010 United States Census Bureau population of 9,826¹. The town covers an area of 25.4 square miles, of which 22.9 square miles is land and 2.5 square miles, or 10.07%, is water. With a permanent population density of 450 people per square mile, the town is still classified as a rural community. In reality, with the seasonal influx of tourists,

longer tourist seasons, and people spending more time at what have traditionally been vacation homes on Cape Cod, the town is much more suburban in nature.

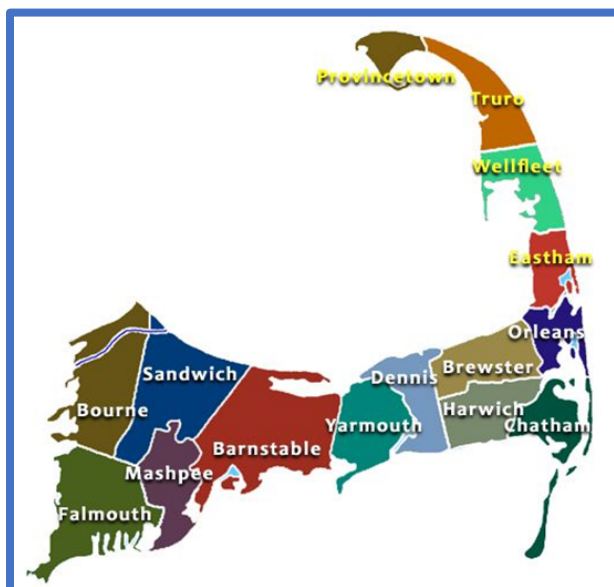


FIGURE II-1: LOCATION OF BREWSTER ON CAPE COD

Brewster is bordered on the north by Cape Cod Bay, on the west by Dennis, on the south by Harwich, and on the east by Orleans. The town is separated into two villages, West and East

¹ <https://www.census.gov/quickfacts/fact/table/brewstertownBrewstercountymassachusetts/BZA010221>

Brewster, both of which comprise the Brewster census-designated place. Brewster is 31 miles south of Provincetown, 14 miles east of Hyannis, and 31 miles east of the Sagamore Bridge.

U.S. Route 6 passes through the southeast corner of Brewster from southwest to northeast, as a two-lane expressway; however, there are no exits within the town borders. Massachusetts Route 6A passes through the town from east to west as Main Street through the town center. Routes 124 and 137 both have a northern terminus along Route 6A in town; short portions of Routes 28 and 39 also pass through the southeastern corner of town.

As with all communities on Cape Cod, Brewster’s population increases significantly – estimated to approximately 30,000 - during the warm weather months when large numbers of people vacation in the area.

BREWSTER FIRE DEPARTMENT



The Brewster Fire Department is still technically a combination (career/call) department. In reality it has evolved into a fully career emergency services organization that delivers fire, rescue, and emergency medical services (EMS) to the Town of Brewster. The Department is currently authorized for a total of twenty-three full-time, career firefighters, who perform firefighting, rescue, and emergency medical care duties, and fire prevention functions. The uniformed personnel are assisted by one civilian support person.

The department operates out of a single, state of the art station located at 1671 Main Street, protecting a year-round population of 10,318 in an area of 25.4 square miles. With a population density of about 450 people per square mile the district would be considered rural in nature. However, as already noted, based upon the continued residential growth that is occurring in the town, along with the significant population increase during the warm weather months (population swelling to 30,000), the district’s character is more suburban in nature. This dramatic seasonal increase in population significantly impacts the department as the number of fire and EMS runs also increase significantly during the months of June, July, and August.

The fire headquarters houses all the administrative offices, training areas, living quarters for the on-duty personnel assigned there, and all equipment and apparatus. The Brewster Fire Department operates three engines (one equipped as a rescue pumper and referred to as a Squad and one reserve), one - 109’ aerial ladder, three Advanced Life Support (ALS) ambulances,

one brush/forestry truck, one UTV for off road use, two rescue boats, and several other command/staff/utility vehicles.

During the five-year period from March 27, 2018, through March 27, 2023, the Brewster Fire Department responded to a total of 15,250 calls for emergency service, an average of 3,050 per year, or 8.4 per day. In 2022, the department responded to 3,236 incidents, an average of 8.9 per day, which is about 6.1% higher than the five-year average. As with most departments that provide the primary EMS service for their community, the majority of these incidents (11,133/73%) are emergency medical related. This includes 280 mutual aid ambulance responses. The department's Fiscal Year 2023 annual operating budget is \$3,123,820.

The department provides EMS treatment and transport services to the community at the Advanced Life Support (ALS) level. All Brewster Fire Department personnel are required to possess a minimum of Emergency Medical Technician (EMT) training and certification. Eleven of the department's personnel are certified to provide ALS (paramedic) level care with one additional member in medic school.

The Brewster Fire Department is an all-hazards response agency that responds to a wide range of emergency incidents and requests for assistance each year from within its primary protection area. It also provides automatic and mutual aid to (and receives from) all surrounding municipalities. Department personnel are trained to operate at the hazardous materials operations level, and to mitigate a wide range of specialized types of technical emergencies including various water rescue incidents.

COMMUNITY GROWTH AND DEVELOPMENT

The Town of Brewster, like many on Cape Cod, remains a growing community which continues to experience growth, albeit slowly. It also remains a vacation destination during the warm weather months. However, like many other communities located on Cape Cod, it is experiencing an increase in formerly seasonal residents who are now making their vacation homes their primary domicile.

During the site visit to Brewster and tour of the fire department's response area, the MRI team was made aware of several large residential projects that have been completed or are still in development within the Brewster Fire Department's first due response area. These include several communities targeting the growing over 55 population along with multiple affordable housing developments that are projected to bring approximately 200 additional housing units to the Town. In addition, in late 2021, the citizens of Brewster gave permission to purchase the two Cape Cod Sea Camp properties which cumulatively total about 121 acres. Among multiple goals for the town was to protect the properties from commercial development. Subsequently, the Select Board created two new advisory committees to, among other charges, develop

comprehensive long-term plans for Town Meeting consideration. They also hired a landscape architect to provide expert support and design guidance to the committees as the Town plans future uses of the properties. It is unknown what impact this project will have on the fire department, but the department should remain engaged in the process as an important stakeholder.

CHAPTER III

BREWSTER COMMUNITY RISK AND HAZARD PROFILE

Fire and rescue services protecting all communities generally have a common overall mission, the protection of life and property; but different community profiles in which they operate. These dissimilarities create vastly different fire and rescue services operational needs based on a unique community risk profile, service demands, and stakeholder expectations.

A community risk assessment is a comprehensive process to identify the hazards, risks, fire, and life safety problems, and the demographic characteristics of those at risk in a community. In each community, there are numerous hazards and risks to consider. For each hazard, there are many possible scenarios and potential incidents that could be encountered depending on timing, magnitude, and location of the hazard or incident. A thorough risk analysis provides insight into the worst fire and life safety problems and the people who are affected. The analysis results create the foundation for developing risk-reduction and community education programs.

Conducting a community risk analysis is the first step toward deciding which potential fire or injury problem needs to be addressed. Risk analysis is a planned process that must be ongoing, as communities and people are constantly changing. Too often, an objective and systematic community risk analysis is a step that is overlooked in the community education process. Many emergency service organizations address risks based on a perceived need for service that is not there. This approach can be costly (i.e., misdirected resources, continued property loss, injuries, or deaths). In short, a good community risk assessment will produce a realistic picture of what the hazards and potentials for incidents are, identify who is at risk, and attempt to quantify the expected impacts (Figure III-1).

Understanding the definition of hazards and risks is critical to the risk assessment process. Hazards are physical sources of danger that can create emergency events. Hazards can be items such as buildings, roadways, weather events, fires. Risk relates to the probability of a loss due to exposure to a hazard. People and property can be at risk. Consequences for the community are also factors to consider. Each of these factors are assessed during the community risk process (Figure III-2).

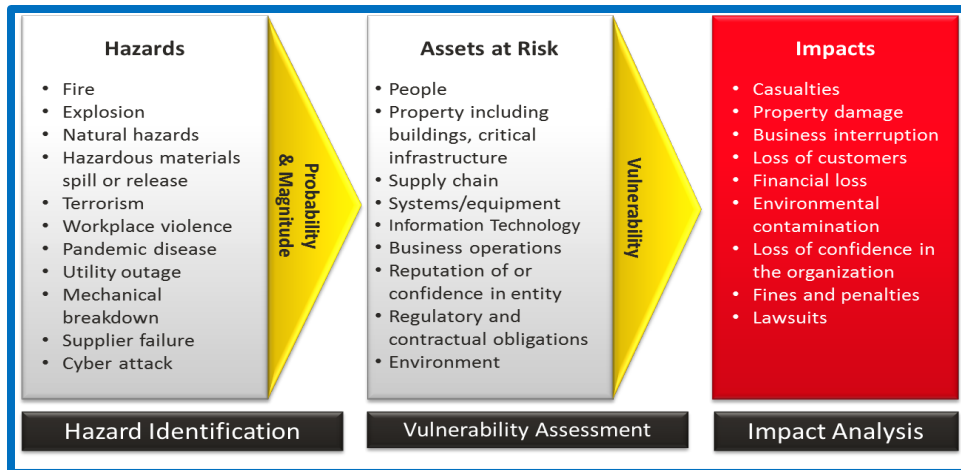


FIGURE III-1: RISK ASSESSMENT PROCESS

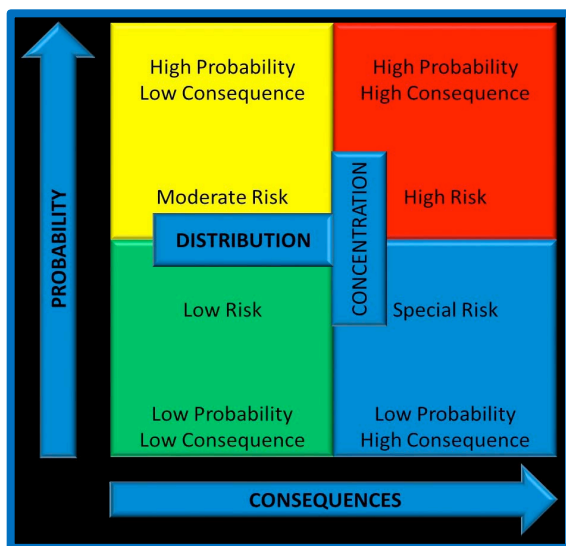


FIGURE III-2: FIRE PROBABILITY AND CONSEQUENCES MATRIX

Image credit: Commission on Fire Accreditation

In performing a risk assessment, a community determines which hazard may occur, how often it is likely to occur, and the potential impact of that hazard. Most municipalities’ hazard mitigation plans address numerous natural hazards, including but not limited to, floods, hurricanes, tornadoes, and winter storms. They also usually cover a wide variety of human-caused hazards such as fire, hazardous materials releases, and transportation incidents. Almost any of the comprehensive list of potential hazards identified in these plans will involve the community’s fire and EMS responders, at least during the initial stages.

A more focused community fire risk assessment is performed by assessing such factors as the needed fire flow, probability of an incident, consequences of an incident, and occupancy risk. The “score” established is then utilized to categorize the area, or even individual properties, as one of low, moderate, or high/maximum risk. This categorization can assist a fire department in establishing fire risk/demand areas or zones. Having this information readily available provides the community and the fire department with a better understanding of how fire stations, response run cards, and staffing patterns can be used to provide a higher concentration of resources for higher-risk scenarios or, conversely, fewer resources for lower levels of risk.² The community fire risk assessment may also include

² *Fire and Emergency Service Self-Assessment Manual*, Eighth Edition, (Commission on Fire Accreditation International, 2009)

determining and defining the differences in fire risk between a detached single-family dwelling, a multi-family dwelling, an industrial building, and a high-rise building by placing each in a separate category.

According to the NFPA *Fire Protection Handbook*, these hazards are defined as:

High-hazard occupancies: Schools, hospitals, nursing homes, high-rise buildings, and other high life-hazard or large fire-potential occupancies.

Medium-hazard occupancies: Apartments, offices, mercantile, and industrial occupancies not normally requiring extensive rescue by firefighting forces.

Low-hazard occupancies: One-, two-, or three-family dwellings and scattered small business and industrial occupancies³.

The NFPA also identifies a key element of assessing community vulnerability as fire department operational performance, which is comprised of three elements: resource availability/ reliability, department capability, and operational effectiveness⁴.

Resource availability/reliability: The degree to which the resources are ready and available to respond.

Department capability: The ability of the resources deployed to manage an incident.

Operational effectiveness: The product of availability and capability. It is the outcome achieved by the deployed resources or a measure of the ability to match resources deployed to the risk level to which they are responding.⁵

The Town of Brewster is a rural coastal community with a land area of 22.94 square miles. The town is known for its natural beauty, relaxed lifestyle, and outdoor recreational opportunities. Brewster is a community with a rich history and excellent community services and amenities that contribute to a high quality of life. The town is home to Nickerson State Park, which is the second largest State Park in Massachusetts, over 15 miles of the popular Cape Cod Bike Trail, eight miles of beaches facing Cape Cod Bay, and one of the top three rated vacation resorts in Massachusetts.

Brewster has a year-round permanent population of approximately 10,444 residents (2022 U.S. Census). It is estimated that the population almost triples to over 30,000 people between the

³ Cote, Grant, Hall & Solomon, eds., *Fire Protection Handbook* (Quincy, MA: National Fire Protection Association, 2008), p. 12.

⁴ <http://www.nfpa.org/assets/files/pdf/urbanfirevulnerability.pdf>

⁵ National Fire Service Data Summit Proceedings, U.S. Department of Commerce, NIST Tech Note 1698, May 2011.

months of May through September. More than one third (35.1%) of Brewster’s population is 65 years of age or older as compared to the statewide average of 18.1%.

The town has drafted a Local Comprehensive Plan (LCP) that establishes the community’s vision for future growth and development. The LCP focuses on the preservation of open space, the current and future impact of climate change, a desire to maintain the rural, small-town feel of Brewster, and a recognition that growth should be managed appropriately. The vision statement in the LCP states, in part, that:

Within our fiscal capabilities, we strive to provide the infrastructure necessary to ensure public health and safety and to support the ability of our entire community, from older people to families with children, to live, work, learn, recreate, and gather in the town.⁶

Provided that the town adheres to the vision, goals, and objectives laid out in the LCP, it is not anticipated that the town will experience major industrial and commercial growth or allow high-rise buildings or mega-warehouse type facilities in the foreseeable future. The most significant development project currently underway is the revitalization of the former Sea Camps property that was recently acquired by the town.

As with most communities, the greatest fire safety concern in Brewster is the potential life loss in fires that occur in non-sprinklered, single, and multi-family residential dwellings during sleeping hours, which is consistent with national trends. These fires are fueled by new “lightweight” construction and more flammable home contents. The time to escape a house fire has dwindled from about 17 minutes, 20 years ago, to three to five minutes today. This poses a severe risk not only to occupants but also to firefighters as they now have less time to do their job and save residents’ lives and property.

Automatic sprinklers are highly effective elements of total system designs for fire protection in buildings. They save lives and property, producing large reductions in the number of deaths per thousand fires, in average direct property damage per fire, and especially in the likelihood of a fire with a large loss of life or large property loss. They do so much quicker, often more effectively, and with less damage than firefighters do. No fire safety improvement strategy has as much documented life safety effectiveness as fire sprinklers because they extinguish the fire, or, at a minimum hold it in check and prevent flashover, until the arrival of the fire department.

Current Massachusetts codes prohibit municipalities from requiring residential sprinkler systems in all new occupancies. However, the fire department can approach the developer/builder/owner to discuss the pros and cons of residential sprinkler systems during the

⁶ 2022 Brewster Local Comprehensive Plan (draft), p.9

approval process for subdivisions and large single-family residences and encourage them to consider the installation of these life safety systems regardless of where they are located. There are several publications that the fire department can use as resources to market the benefits of residential fire suppression systems including NFPA, which has developed the standards for their design and installation.

Newer multi-family residential/apartment complexes are generally fully protected by fire suppression and detection systems. However, these systems have limitations as they may not protect all areas of the building or are not always properly maintained.

According to Data USA, the economy of Brewster employs 503 people. The largest industries are professional, scientific, and technical services (146 people); construction (125 people); and health and social assistance (81 people).

The Town's Hazard Mitigation Plan (HMP) identifies and ranks the natural hazards that pose a threat to the community (Figure III-3). The HMP provides and identifies the steps that the town can take to lessen the seriousness of these hazards before a disaster strikes. It also provides guidance to the town's public safety services as they identify their needs for staffing, equipment, training, and planning.

Natural Hazard	Frequency (i.e. Very Low, Low, Medium, High)	Location (i.e. small/local, medium/regional, large/multiple communities)	Severity (i.e. minor, serious, extensive, catastrophic)	Hazrd Index (i.e. ranked by combining frequency and severity; 10 - high, 1 - low)
Flood-Related Hazards				
- Riverine/Flash Flooding	High	Medium/Regional	Serious	6
- Inland/Urban Flooding/Heavy Rain	High	Medium/Regional	Serious	6
- Climate Change	Medium	Large/Multiple	Serious	6
- Dam Failures ¹	N/A	N/A	N/A	5
- Coastal Flooding	High	Medium/Regional	Extensive	7
- Sea Level Rise	High	Large/Multiple	Serious	6
- Storm Surge	High	Medium/Regional	Serious	6
- Coastal Erosion/Shoreline Change	High	Medium/Regional	Extensive	7
Winter-Related Hazards				
- Blizzards/Snow/Nor' easter	High	Large/Multiple	Serious	6
- Extreme Cold	Low	Small/Local	Minor	2
Wind-Related Hazards				
- Hurricanes	High	Large/Multiple	Extensive	8
- Tornadoes ² /High Winds	High	Medium/Regional	Extensive	7
- Lightning/Thunderstorms	High	Small/Local	Serious	6
- Hail	High	Small/Local	Serious	6
- Tropical Storm	High	Large/Multiple	Serious	7
Geologic-Related Hazards				
- Earthquakes	Very Low	Small/Local	Serious	3
- Landslides	Very Low	Small/Local	Minor	2
Drought				
- Drought	High	Medium/Regional	Minor	5
- Extreme Heat	High	Small/Local	Minor	5
Urban Fire/Wildfire				
- Urban Fire/Wildfire ³	N/A	N/A	N/A	7
Invasive Species				
- Multiple	Low	Small/Local	Minor	2

1: Hazard Index ranking taken from Massachusetts Hazard Index and Risk Assessment (Feb. 2019).

2: Tornadoes not a major issue for Brewster.

3: Hazard Index ranking taken from Barnstable County Wildfire Preparedness Plan.

FIGURE III-3: NATURAL HAZARDS RANKING MATRIX, TOWN OF BREWSTER HAZARD MITIGATION PLAN

Other hazards that the public safety services in Brewster are likely to encounter include the following:

- Structure fires
 - ✓ Single- and two-family homes
 - ✓ Multi-family occupancies (apartments, condominiums)
 - ✓ Health care (including senior living/assisted living)
 - ✓ Educational occupancies (public school, day care)
 - ✓ Commercial buildings
 - ✓ Storage, agricultural
- Vehicle fires (including the unique challenges of alternative fuel vehicle fires)
- Motor vehicle crashes

- Mass casualty incidents⁷
- Hazardous materials incidents (highway and fixed facility)
- Open water incidents (drownings, boat fires, petroleum spills)
- Ice rescue
- Technical rescue (high-angle, below grade, building collapse)
- Search and rescue
- Active shooter and hostile events

Although many of the hazards identified above occur infrequently in Brewster, there is still a need for the fire and EMS services to be equipped and trained to handle a wide variety of incidents. Fortunately, responsibility for unique events that require specialized training and equipment is shared with specialized regional teams as discussed in later sections of this report.

The following factors will impact the number and type of fire incidents in Brewster:

- *New commercial development.* New commercial buildings that are built to the latest fire and building codes and are equipped with fire detection or fire sprinkler systems, will have a lower risk for a catastrophic fire. However, unintentional, or false alarms involving the fire protection systems could increase the number of calls for fire department response. Manufacturing processes and hazardous materials transportation, use, and storage increase fire risk.
- *Lightweight construction.* While efficient and economical, modern lightweight construction methods pose serious risks to firefighters because of the probability of building collapse during the early stages of a fire.
- *Interior building contents.* Today's furnishings, mattresses, and other interior contents that are made of petroleum-based materials (plastics, foams, etc.) burn more quickly, with higher heat release and more toxic smoke than pre-1960s materials. Flashover⁸ can occur in a bedroom or living room before the arrival of the fire department or during

⁷ A mass casualty incident (MCI) is an event which generates more patients at one time than locally available resources can manage using routine procedures.

⁸ A flashover is the near-simultaneous ignition of most of the directly exposed combustible material in an enclosed area.

initial fire attack, thus creating an extremely lethal environment for building occupants and firefighters.

- *Aging building stock.* The fire risk in existing commercial and residential buildings increases unless heating systems and electrical systems are properly maintained and updated.
- *Aging population.* Older people are at a higher risk from fires due to mobility issues, cooking fires, smoking, and improper use of oxygen systems.
- *Increased traffic.* Increased traffic in the community can result in more frequent and more serious vehicle crashes and fires.
- *Alternative fuel vehicle fires.* Alternative fuel vehicles, such as electric, hydrogen, and compressed natural gas, present unique and dangerous firefighting challenges.

The following factors will impact the number and type of EMS incidents in Brewster:

- *Aging population.* Brewster's population is considerably older than the statewide average. As the population continues to age, there will be an increased demand on EMS.
- *Increased traffic.* Increased traffic in the community can result in more frequent and more serious vehicle crashes and fires.
- *Increased seasonal population.* Increases in the seasonal population will result in additional EMS calls due to increases in motor vehicle crashes and incidents involving outdoor recreation (hiking, boating, swimming), intoxication, overdoses, and health-related medical emergencies.

All communities on Cape Cod are faced with the geographic challenge of having a limited number of communities to share emergency services resources through automatic and mutual aid. In addition, fire and EMS services in Massachusetts and across the U.S. are facing serious difficulties in recruiting and retaining qualified personnel. The problem is particularly acute on Cape Cod due to housing costs and recruitment competition between municipalities. A recent article in the Boston Globe highlights the fact that many firefighters now live off-Cape, which reduces their availability for callbacks for station coverage during routine incidents or to respond to major fires.⁹

⁹ https://www.bostonglobe.com/2023/07/11/business/cape-cod-housing-costs/?p1=BGSearch_Advanced_Results

Looking ahead, the Town of Brewster will continue to experience some limited growth and development. While this development will have a definitive impact on the Brewster Fire Department, the exact amount is difficult to quantitatively and accurately predict. Increased development of any type will mean an increase in the number of people living, working, and traveling within the area. Each of these will reasonably be expected to result in an increased number of requests for services from the fire department. They can also impact response times through increased traffic and congestion.

It is likely the most significant increase in requests for emergency services will be EMS related. More people simply increase the number of medical emergencies that occur. It would not be unreasonable to expect that the increase in EMS incidents would be proportional to the increase in population; however, that is not always the case. Although a number of factors can ultimately impact the requests for service, such as ages or socio-economic status of new residents, or an aging population, it could reasonably be anticipated that an increase in population, along with potential increases in employment from any significant commercial development, would translate into an increase in emergency medical incidents.

Persons over the age of 65 are considered in a higher risk group both from the perspective of fire and medical emergencies. An aging population group, along with the potential for the number of senior citizens in the age 65 and over group to increase with new developments, or with people who turn what was a vacation home into their permanent retirement residence, also suggests that the number of responses will continue to increase.

The above information is intended to provide a community “snapshot” of the Town of Brewster. It is not intended to be all-inclusive or comprehensive. For the Town’s governing body and first responders it serves to put the community, and its associated hazards and risks, into some context as the Town and the fire department work to carry out the recommendations of this study and implement their long-range plans. Looking ahead, as it develops a more in-depth risk management plan, that assessment should include:

- clearly identify and classify the Town’s current risks,
- place the risks in context with the fire department’s current operational capabilities and procedures,
- reflect what the Select Board feels is an acceptable level of risk for the Town of Brewster,
- implement short- and long-range plans based upon a desire to reduce those risks and/or improve service delivery levels.

RECOMMENDATIONS

- III-1:** *The Brewster Fire Department should make it a priority to complete a comprehensive fire and rescue community risk assessment. This assessment should be done in conjunction with a fire and EMS calls for service demand analysis, including the development of a wide-ranging pre-incident planning program for target and high hazard locations in the Town, and take into consideration the fire department's operational capabilities and preparedness.*
- III-2:** *The Brewster Fire Department should develop a compelling public education program that includes discussing the benefits of installing residential fire sprinklers in new one- and two-family dwellings. Although Massachusetts's construction codes do not allow residential fire sprinkler systems to be mandated, there is no prohibition for property owners to install them if they determine that it is in their best interest.*

CHAPTER IV BREWSTER FIRE DEPARTMENT ORGANIZATION, MANAGEMENT, AND OPERATIONS

BREWSTER FIRE DEPARTMENT OVERVIEW



The organizational structure of any organization or entity, whether public or private, establishes and illustrates the important hierarchical relationships between various personnel, supervisors/subordinates, levels, divisions, and bureaus within the organization that allow it to function properly, and operate effectively and efficiently in its daily operations or the pursuit of its mission. It also helps to clearly define the organizational chain of command from top to bottom, an especially important consideration in a quasi-military public safety organization such as a fire department where everyone from the highest rank to the lowest is subject to receiving orders, and with the exception of the lowest rank, also issues them. Effective communications in any organization, but especially public safety agencies, are essential. A cohesive chain of command allows everyone to know exactly who they report to and/or who reports to them.

The Brewster Fire Department was established in 1928. The department remained staffed primarily by on-call firefighters until recent years. As recently as about 2011, the department was still primarily on-call with 37 call personnel supplemented by 12 career firefighters. The department continues to nominally function as a combination fire department utilizing a mix of both career and on-call firefighters; however, as of Spring 2023 when MRI was conducting this staffing analysis, the call force had declined to just two members. One of those two was most

likely going to be hired as the Department's Fire Prevention/Community Risk Reduction Officer, while the other no longer possessed the minimal requisite requirements to remain a member.

At the time of this assessment, the Brewster Fire Department is authorized a total staffing complement of twenty-three full-time, career personnel, plus one civilian administrative assistant.

These personnel include:

- One (1) Chief of Department
- One (1) Deputy Fire Chief
- Four (4) Captains are each assigned to supervise an on-duty group and serve in the dual role of engine company officer.
- One (1) Fire Prevention Officer
- Sixteen (16) Career Firefighters
- Two (2) Call Firefighters
- One (1) Administrative Assistant (civilian)

MRI was informed that unlike many departments on Cape Cod that the Brewster Fire Department does have two authorized part time seasonal positions for the summer vacation season. These personnel are normally utilized from Memorial Day to Columbus Day to supplement staffing during the busy vacation season. However, this year, due to multiple staffing challenges related to recruitment and filling vacant positions, in 2023 these personnel were not slated to start until around July 4th.

Being a tourist and vacation destination, the incident statistics illustrate the Brewster Fire Department's call volume increases between May and October each year, so the use of these seasonal personnel is an excellent way to increase staffing during the busiest months but do so in a more fiscally prudent manner. The Brewster Fire Department should be commended for this procedure which MRI considers to be **Best Practice**. Similar communities along the New Jersey shore such as Wildwood, North Wildwood, and Cape May have used a similar practice to bolster their seasonal on duty staffing with part time or per diem personnel. They often move into full-time positions when they become available.

The Fire Prevention Officer is also utilized to provide additional daytime staffing. It is supposed to be primarily for the second or third ambulance, however, staffing shortages had caused them to frequently be used to maintain minimum shift staffing. At the time of MRI's field visit to Brewster this position was vacant as the previous incumbent had resigned. We were informed that although the person in this position is compensated as a Captain, traditionally the position has been difficult to fill. The department was hoping that one of the two remaining on call firefighters was going to accept the position.

Figure IV-1 illustrates the Brewster Fire District’s organizational structure that was in effect in 2023.

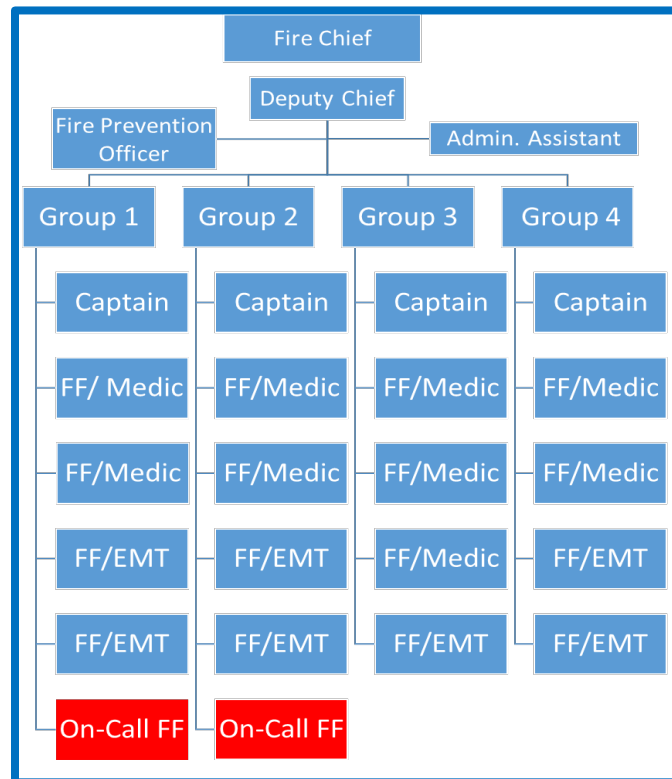


FIGURE IV-1: CURRENT BREWSTER FIRE DEPARTMENT ORGANIZATIONAL CHART

The department and its personnel are not a part of the Massachusetts civil service system. As such, the town must establish its own specific requirements for recruiting, hiring, promoting, disciplining, and terminating fire department employees. It should also be noted that at the time of this assessment, the Department was four personnel short. This caused the department to temporarily drop the minimum staffing at night to four personnel.

Fire Chief Robert Moran is the department’s highest-ranking officer and serves as the administrative and operational head of the department. Chief Moran possesses a basic Emergency Medical Technician (EMT) certification and also serves as the Town’s Director of Emergency Management as assigned by the Town Manager. The Fire Chief is appointed by, and reports to, the Town Manager under MGL Chapter 48, Section 42, also known as the “strong chief” law. Under this statute the chief “..shall have full and absolute authority in the administration of the department, shall make all rules and regulations for its operation, shall report to the Town Manager/Select Board from time to time as they may require, and shall annually report to the town the condition of the department with his recommendations

thereon...” The chief is a highly experienced and regarded chief officer who appears to be an effective advocate for the organization, who is trying to bring the department to a higher level of service and effectiveness. Chief Moran works a straight day work schedule, Monday through Friday.

The Deputy Fire Chief, who is a licensed advanced life support (ALS) provider (paramedic), also work straight daywork and serves as the second in command of the Department. This position was created as a full-time position in 2016. The Deputy Chief handles the department’s day-to-day emergency operations and assumes the chief’s duties in his/her absence.

Both the Chief and the Deputy Chief are considered to be management and are not a part of the collective bargaining unit. As a management team, they share responsibilities for confidential personnel matters, supervision, handling grievances or potential grievances, administering the collective bargaining agreement, overseeing budgetary expenditures, assisting with the development of policies and procedures, and the myriad of administrative and management tasks that are associated with running a significant sized, modern, full-service emergency services provider. They also appear to form a capable, well respected, and effective command team. They frequently respond to emergency incidents when appropriate, particularly when staffing is insufficient. Overall, the department appears to work diligently to meet the needs of the community. The chiefs are assisted by a civilian administrative assistant who provides a wide range of administrative and support functions.

The department is authorized to have a total of four (4) captains who are assigned as supervisors on each of the four (4) platoons/units, and function as the shift commanders. The captains serve as the department’s first line supervisors, providing critical direction and direct oversight to the firefighters assigned to that platoon while also providing initial incident command and management. They form an integral part of their company or unit, and it is often necessary for them to assume hands-on involvement in operations while simultaneously providing oversight and direction to their personnel. Captains must be able to focus on the completion of specific tasks that have been assigned to their respective companies, such as interior fire attack, rescue, ventilation and/or water supply. During structure fires and other dangerous technical operations, it is imperative that these officers accompany and operate with their crew to monitor conditions, provide situation reports, and assess progress toward incident mitigation. During structure fires they must be capable of operating inside of the fire building with their crews, the most dangerous place on the incident scene. Consequently, it is imperative that they are highly qualified and experienced and can command the confidence of their personnel.

Consistent with most modern fire departments, the Brewster Fire Department provides numerous services beyond traditional firefighting. The fire department operates the town’s transport ambulance service at the advanced life support (ALS) level. Therefore, officers and

firefighters are also certified to provide emergency medical care. The above-listed positions include eleven (11) paramedics (with one more in training), and eleven (11) basic emergency medical technicians (EMTs) ¹⁰. The department provides a wide range of services under the umbrella of “community risk reduction” including traditional fire prevention activities, community cardio-pulmonary resuscitation (CPR) training programs, management of facility Tier II reports for storage of hazardous materials pursuant to the federal Emergency Planning and Community Right-to-Know Act, and numerous public education programs.

The on-duty response staff is organized into four (4) shifts of five (5) members each. Each shift consists of one (1) captain (shift commander), and four (4) firefighter-paramedics, or EMTs. There must be a minimum of one paramedic on duty at all times.

Articles 34 and 44 of the current collective bargaining agreement stipulates the number of personnel who may be off on scheduled leave at any given time. The Brewster Fire Department utilizes a constant staffing model in which the number of personnel assigned to each shift is also the minimum staffing level. This requires that any time a member is off on any type of leave, scheduled or unscheduled, another member is called in to work to fill that vacancy and bring the on-duty staffing back to the minimum level.

Duty shifts are 24 hours in length. The shift schedule is 24 hours on duty, followed by 48 hours off duty, followed by 24 hours on duty which is then followed by 96 hours off. This 8-day rotation results in an average 42-hour work week. This type of schedule is highly typical for fire departments in the northeastern United States.

The one downside to the 24-hour schedule is that there can be a tendency for continuity and/or progress on projects to be slowed by the fact that the personnel assigned to or working on them, are only available every third or fifth day. Personnel working weekends and holidays, when the fire chief is not normally working is factored in; communications can be problematic, as the fire chief may go a week or longer without seeing certain personnel who he may need to get updates from and provide direction/instruction to. While there is a wide array of alternative communications mediums available today that can minimize these issues, there is still no form of communication that is as effective as face-to-face communications.

Because all uniformed personnel are cross trained with fire, rescue, and EMS skills, the department is well-positioned to respond effectively to the expected wide range of emergency events. A few participate in specialized regional teams and operations and perform various additional duties for the department. Some, but not all, of the department’s personnel have

¹⁰ Paramedics are trained and certified to provide advanced life support (ALS) care, which can include the administration of life-saving drugs, airway intubation, intravenous fluid therapy, and specialized cardiac and stroke care. Emergency Medical Technicians (EMTs) provide basic life support (BLS) care, including airway management, cardio-pulmonary resuscitation (CPR), automatic external defibrillation (AED), fracture stabilization, and wound care.



ancillary duties they have been assigned, that assist with coordinating or managing various aspects of the department's operations.

The fire department is unionized except for the fire chief, and deputy fire chief. Captains, the Fire Prevention Officer, and firefighters are represented by Local 3763 of the International Association of Fire Fighters (IAFF). There is a current collective bargaining agreement in place. New employees serve as probationary employees for one year. The promotional process is addressed in the collective bargaining agreement. The current representation arrangement where rank and file firefighters, and supervisors (captains) are all in the same union – while very common – does have the potential to create problems and conflicts of interest within the department, particularly when it comes to the administration of discipline.

Off-duty personnel are recalled when there are multiple calls or major emergencies such as structure fires. The typical recall may result in one or two off-duty personnel returning to the station although it is not uncommon for no one to return. Structure fire recalls may have a few more off-duty personnel returning to duty, but even then those numbers are limited. Recall response time is contingent on the availability of personnel and their location at the time of the incident. Because of the cost of housing not only in Brewster, but on Cape Cod in general, few of Brewster's personnel live in or near the town. In fact, about 40% of the department's current personnel live over the Sagamore Bridge, so more than 30 miles away. MRI was advised this situation is becoming more common on Cape Cod. While the need for personnel to be able to find affordable housing is very important, it limits the department's flexibility in having personnel available for off duty responses.

Many communities in the United States (but not necessarily Massachusetts) that are similar sized to Brewster are protected by combination fire departments comprised of both career and call/volunteer personnel, or, in some instances fully call/volunteer fire departments. The project team is often questioned by municipal leaders if maintaining a call contingent in their local fire department would be a viable option to supplement the career staffing levels. However, MRI rarely ever believes this would be a feasible option in the 21st century and Brewster provides no exception.

There are several factors that lead to this conclusion, chief among them the time commitment necessary to complete initial training (up to 550 hours to earn basic certifications for both firefighting and EMT); no long deep tradition of a call or division within the department that would attract and keep members; and a general steep decline in volunteerism throughout the country. Many chiefs who lead combination departments report that they invest considerable resources, both time and financial, in training people to be call firefighters only for them to use it as nothing more than a stepping-stone to a career job. These factors are particularly relevant

in Massachusetts where the majority of communities have career firefighters and there are a large number of opportunities for those who wish to pursue a career in the fire service.

As noted above, for most of its history, in past years, the fire department primarily utilized part-time “on-call” firefighters. However, as emergency calls and training requirements increased, particularly over the past decade, on-call firefighters retired, resigned, accepted career positions, and the town increased the number of full-time personnel. Like many other municipalities throughout the United States, Brewster has been unsuccessful at recruiting new call firefighters and has arrived at the realization that it is no longer feasible or practical to recruit and retain on-call firefighters and EMTs. Over the past decade, the town has been unsuccessful in recruiting call firefighters while nearly doubling the size of the career force. In the opinion of the MRI project team, the use of call firefighters is no longer part of recommended fire protection and EMS service delivery model for Brewster. Today’s training requirements for firefighting, EMS, rescue, and hazardous materials, and the frequency of emergency calls are just two of the barriers to maintaining an effective and reliable call firefighting force.

Overall, during the MRI study team’s fieldwork, the Brewster Fire Department appears to have a positive organizational culture. During the interviews with stakeholders, the MRI study team was informed that labor/management relations are generally good and positive. There was a positive attitude about the changes the department was making and in the past few years, the chief and deputy chief along with most of its members were trying to raise the department to an even higher level. The project team found members that appeared to be engaged in the department besides just being employees.

The above positive attributes notwithstanding, the Brewster Fire Department is not without challenges (other than staffing) that can have an impact on it as it tries to move forward. The MRI team was informed by multiple stakeholders that several very senior (and unfortunately supervisory) members of the department tend to immediately be negative about any change that is implemented and try to place obstacles in the way of implementation. Because of their seniority and supervisory status, they have the ability to influence other members of the department many of whom have only been on the job for a few years. This type of situation can often create a divided organization as various “adversaries” seek to increase the number of personnel they perceive as loyal to them and thus against “the enemy”. Changing this type of culture and minimizing the influence of these negative forces within the department will be critical if the Brewster Fire Department is to realize its full potential.

In addition, the Brewster Fire Department is one of the lower paid departments on Cape Cod. While the town has made a concerted effort to gradually increase the pay scale, it still lags behind most other departments in the area. That is a major reason that MRI was informed that more than 20 personnel have left the Brewster Fire Department over the previous five years, most of

them to employment with other fire departments on the Cape. During one stretch in 2021, four members left in a short period of time. This type of turnover is unhealthy to an organization. In addition, in early 2023 the department had four vacant (including one on long term military leave) positions it was struggling to fill.

With the constant staffing model described previously, this situation creates the need for a high amount of overtime. The amount of mandatory overtime has been cited by personnel who have recently left Brewster for other fire departments. High levels of overtime, particularly mandatory or forced overtime can have implications both fiscally, as well as for firefighter safety and patient care outcomes. For the former, in FY 2023, the Brewster Fire Department had \$424,700 budgeted for overtime. However, due to the need for constant overtime, as of 3/31/23, so with a full ¼ of the year remaining, there was only \$11,000 left in that account.

The firefighter safety issue is even more of a concern. The consequences of the COVID pandemic have created some unique staffing challenges for many fire departments, Brewster included. During the early days of the pandemic many days fire departments had multiple shifts filled by personnel working overtime just to fill vacancies created by personnel on both regularly scheduled, as well as unscheduled/sick leave. Today, many fire departments are having difficulty filling shifts and in some places are getting involved in bidding wars in efforts to attract the most qualified candidates. In addition to the financial implications to the municipality of the need for personnel to work numerous overtime shifts, there is growing evidence to suggest there are very real health and safety implications for firefighters as well, and which could end up having tragic consequences.

In a recent article titled "What Firefighters Really Want in 2023"¹¹ published in Fire Rescue 1 magazine, the results of a nationwide survey of firefighters indicated some concerning data that could have applicability in Brewster as much as any other fire department. This includes:

- 64% of respondents rate their job-related stress level at seven or above (on a scale of 1 to 10) with 41% rating an eight or above.
- 57% selected staffing challenges among their top three least-satisfying aspects of the job, with one-quarter selecting this issue as their top issue.
- 46% have considered leaving their current department; and 42% are considering leaving the fire service altogether.
- **32% state that stress is negatively impacting the quality of service they provide.**
- **54% of respondents reported that, due to staffing challenges, they believe their personal safety is at greater risk;** 50% described their stress level as negatively impacting their ability to engage in non-fire department activities such as hobbies, vacations and time with friends; 47% indicated that stress is negatively

¹¹ <https://www.firerescue1.com/what-firefighters-want/>

impacting relationships with their families; 67% say their stress level negatively impacts other aspects of their health, like ability to sleep and time to exercise.

In addition, other studies suggest:

- The PTSD rate for firefighters has been estimated anywhere from 7% to 37% compared to about 6.8% for the general population.¹²
- A recent survey found that 6.6% of first responders had attempted suicide at least once, 10 times the rate of the general population.¹³

Chief Don Abbott was a well-known fire service leader, author, and instructor who is regarded as a leading authority regarding MAYDAY¹⁴ facts in the fire service in North America. Chief Abbott's analysis of data submitted to him by career fire departments noted a 35 percent increase in MAYDAYS during a 13-week period from March through June of 2020. This was during the initial surge of the COVID-19 pandemic as well as during social issues, protests, and related civil emergencies. Based upon interviews conducted with 156 personnel (primarily those firefighters who transmitted the MAYDAY) Chief Abbot identified some trends, several of which could have applicability to Brewster:

- Lack of control over excessive overtime, relaxing the rules because of current civil, COVID, or related situations and conditions. There was one incident in which a firefighter had a MAYDAY during his 71st-straight hour of being on duty.
- There were several MAYDAYS (39%) where crews were working short-handed.
- 81% occurred between 9:00 p.m. and 6:00 a.m.
- **77% occurred during an overtime shift; 43% while working a 24 hour + hour shift.**
- Average runs prior to MAYDAY (during a 24-hour period) were 16 runs/or standby on protest rallies (low of 9 runs / high of 26 in 24 hours).

¹² <https://www.iems.com/administration-and-leadership/post-traumatic-stress-disorder-comparison/#:~:text=Introduction,U.S.%20is%20estimated%20at%206.8%25.&text=The%20rate%20for%20firefigh%20ters%20has,anywhere%20from%207%25%2D37%25.>

¹³ <https://www.defeatsuicide.com/suicide-first-responders/#:~:text=First%20responders%20are%20more%20likely,rate%20of%20the%20general%20population!>

¹⁴ A fire department **MAYDAY** is any situation where a firefighter or firefighters is/are unable to safely exit a hazard zone (including inside of any structure on fire) on their own, or an event that cannot be resolved by that/those individual(s) within 30 seconds and/or has the potential to result in serious injury or death.

- 37% of the MAYDAY victims reported working short a crew member.
- 15% reported they didn't remember the dispatch information (address, reason for the run).
- 37% reported using more air than normal.
- **THE NUMBER ONE cause of their MAYDAY was becoming lost or separated from a hose line.**
- 43% reported difficulty sleeping during their overtime shift.
- Overtime ranged from working 48 hours (36%), 60 hours (23%), and 72 hours (17%) straight.

The critical message here related to staffing practices, and personnel working large amounts of overtime to fill vacancies, is that while each community challenge is different, and Brewster is no exception, the fact is that firefighters require adequate rest (on AND off duty) to ensure they are physically and mentally prepared for duty. Thus, adequate staffing must be planned for in advance based upon the unique needs of the community.

With support from the Town of Brewster and its citizens, the BFD has gradually been able to increase its staffing levels over the past 12 years. This has been accomplished through internal budget transfers, budget overrides, receipt of a federal Staffing for Adequate Emergency Response (SAFER) grant¹⁵, and the use of ambulance billing revenues. The most recent increases occurred in 2019 when two additional firefighters were hired after receipt of a SAFER grant and a successful budget override; and in 2020 when two more personnel were hired utilizing ambulance revenues.

Generally, the MRI study team believes that the current Brewster Fire Department's overall organizational structure is appropriate for department's current needs and operations. However, the department is struggling with adequate staffing to continue to perform its mission in the community. In this section of the report we will make several recommendations relative to staffing and organizational structure, they primarily serve to enhance current, and mid term operations rather than indicate a need for major changes. As with any organization that continues to grow and evolve based upon the expanding needs of its customers, the Brewster Fire Department's organizational structure should continue to be evaluated in an ongoing manner to ensure it is still appropriate and meeting the department's needs. If, in the future, revisions are deemed appropriate, they can be considered at that time.

¹⁵ The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA 1710.



RESPONSE METRICS

A community's demand for fire and EMS services are based on that community's demographics, socio-economic factors, the percentage of commercial, industrial, and residential properties, as well as, the district's infrastructure. By reviewing the historical demand for fire and EMS services and the fire department's ability to respond to those needs within the expressed expectations of that community; a fire department can evaluate what types and levels of services that they will need to provide. Though fire and EMS standards are helpful for modeling those services, no two communities are exactly alike. Budgeting and resources often determine what level of service a community expects and can afford. Fire departments, in conjunction with their governing bodies and community political leaders, should work to establish plans that can deliver fire protection and emergency medical services at a point that meets the level of expectation that the community has established.

One of the best ways to get a broad overview picture of an emergency services organization is to look at, and analyze, their emergency response/incident statistics. Looking at statistical data that is compiled from incident reports that are generated for each and every emergency response, and /or request of assistance, will assist with determining the adequacy of current operations, as well as, to identify trends in responses (i.e., increasing vs. decreasing volume, changing types of incident requests, increasing or unacceptable response times, frequency of simultaneous incidents). Utilizing current trends to help predict future events, while not an exact science, can be helpful to communities and fire departments. This information can be utilized to plan for future operational needs, such as additional stations. However, as with any other type of statistical analysis, the information that is produced is only as good and/or reliable as the data that was originally entered and provided for evaluation.

The data that was analyzed for this report was provided to the MRI study team by the Brewster Fire Department. The reports developed were automatically compiled through the report generation features of the Image Trend Software fire records management system, and electronic patient care reporting for EMS, utilized by the Brewster Fire Department. Each emergency incident that the Brewster Fire Department responds to results in the generation of a National Fire Incident Reporting System (NFIRS) report. The project team believes that the data that it analyzed is, for the most part, relatively accurate; however, the chief reported that improving data entry has been an ongoing project for the department over several years.

During the five-year period from 2018 - 2022, the Brewster Fire Department responded to a total of 15,329 calls for emergency service, an average of 3,065.8 per year, or 8.4 per day (Figure IV-2). In 2022, the department responded to 3,235 incidents which is 169 (5.5%) higher than the five-year average. Overall, the Brewster Fire Department responds to about 74.7% medical related calls and 25.3% for fires and other emergencies (Figure IV-3). The yearly percentage of EMS calls compared to total call volume ranged from a low of 72.1% in 2018 to a high of 78% in

2022. The percentage of EMS related incidents is consistent with nationwide trends where EMS related calls often account for between 70% to 80% of responses. This indicates that the department needs to remain focused on not only the EMS aspect of its operations, but also its fire suppression mission.

The year-to-year incident statistics showed a fluctuation from year to year instead of a steady upward trajectory as is often observed. The number of incidents decreased by 13.7% from 2018 to 2019 then another 10.7% in 2020 before increasing by 15.5% in 2021 and another 5.9% in 2022. In 2020, many EMS providers experienced significant declines in the number of responses which is being attributed to the COVID pandemic. They are expected to continue to increase annually now that the pandemic is over, and life has returned to the new normal. It is MRI's experience that nearly every community continues to see annual increases in call volume, and we believe this trend will continue in Brewster. This will most likely be driven primarily by the older population demographic found in Brewster, and people spending more time at what used to traditionally be seasonal vacation homes.

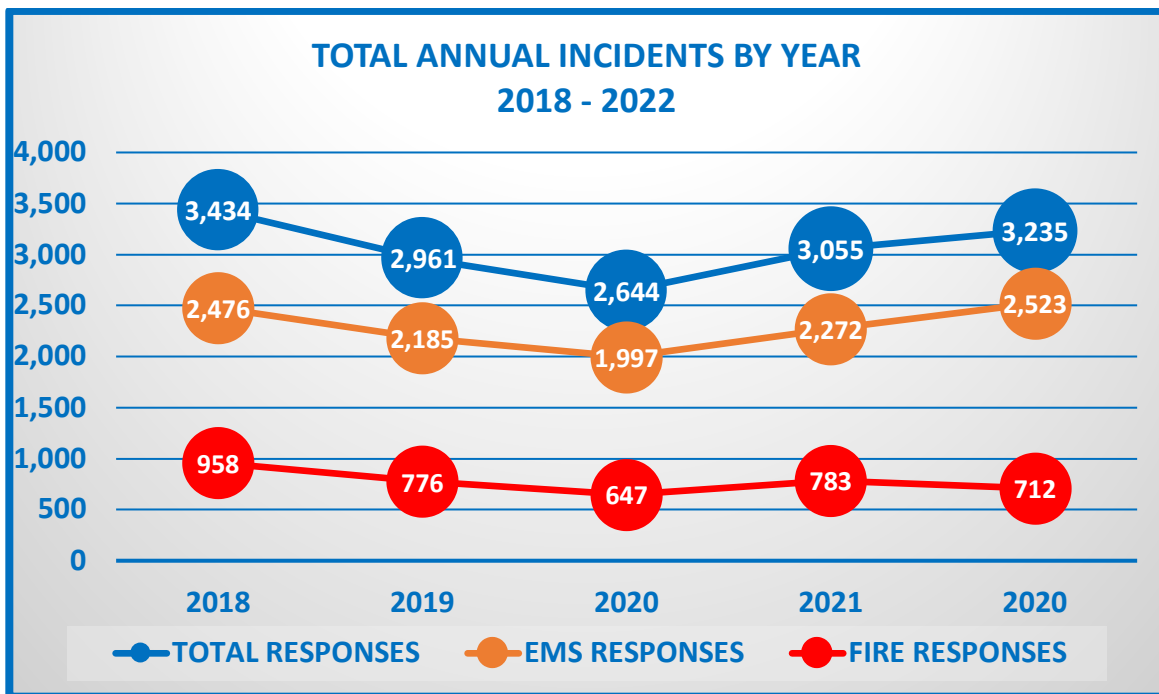
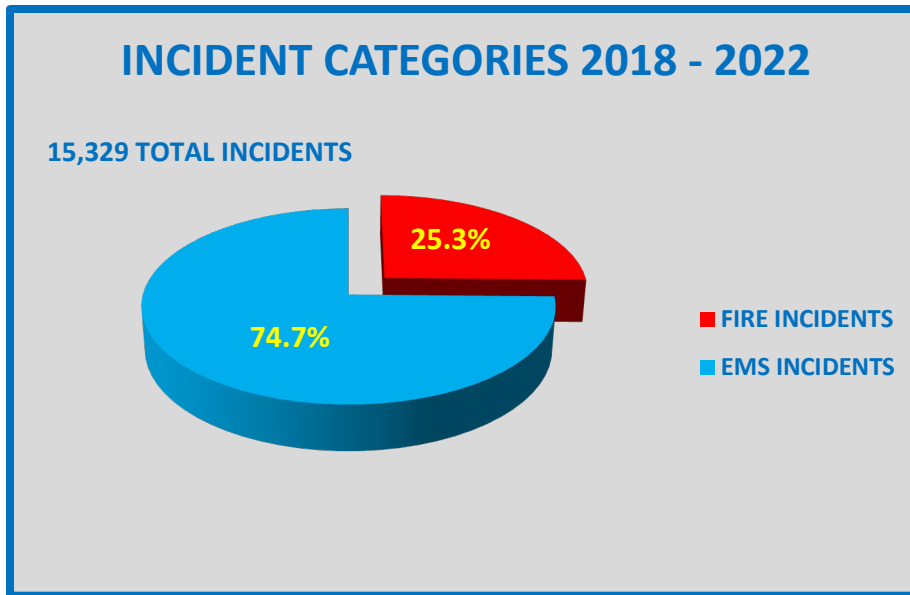


FIGURE IV-2: BREWSTER FIRE DEPARTMENT TOTAL INCIDENT TREND 2018 –2022



**FIGURE IV-3: BREWSTER FIRE DEPARTMENT GENERAL INCIDENT CATEGORIES
2018 – 2022**

For actual fire incidents, the statistical sample is small. Per NFIRS protocols, the category for “Fire Incident” must be an actual fire situation, that in many, but not all situations caused some type of damage. Many of the incidents that are classified under other types of incidents were also probably initially dispatched as some type of fire incident, but ultimately were classified otherwise, for reporting purposes, based upon the situation actually found at the scene. From 2018 through 2022, the department responded to a total of 287 actual fire incidents, an average of 57.4 per year, or about 1.1 per week. Actual fires accounted for 1.9% of the fire department’s total responses during these years.

Significant structure fire incidents were a much smaller percentage of the actual fires. In the five-year period analyzed the Brewster Fire Department experienced just 56 significant structure fires, an average of 11.2 per year. These annual numbers ranged from 5 in 2020 and 6 in 2022, to 17 in both 2018 and 2021.

The number of incidents that the Brewster Fire Department responded to each month over the fire year period is mostly consistent with what would be expected of an area that experiences an influx of part-time residents and visitors during the warm weather months. Over the five-year period, incident activity began to increase in May, peaking in July and August, before beginning to decrease again in September (Figure IV-4). There are a couple of exceptions though. As seen on the chart, activity spiked in March which is due to March 2018 having an extraordinarily high number of incidents – 439 – more than double the normal number. This was due mainly by multiple Nor’easters hitting the area in rapid succession over several weeks. Also, the number of

incidents increases again near the end of the year, most likely caused by people spending the holidays at their vacation homes.

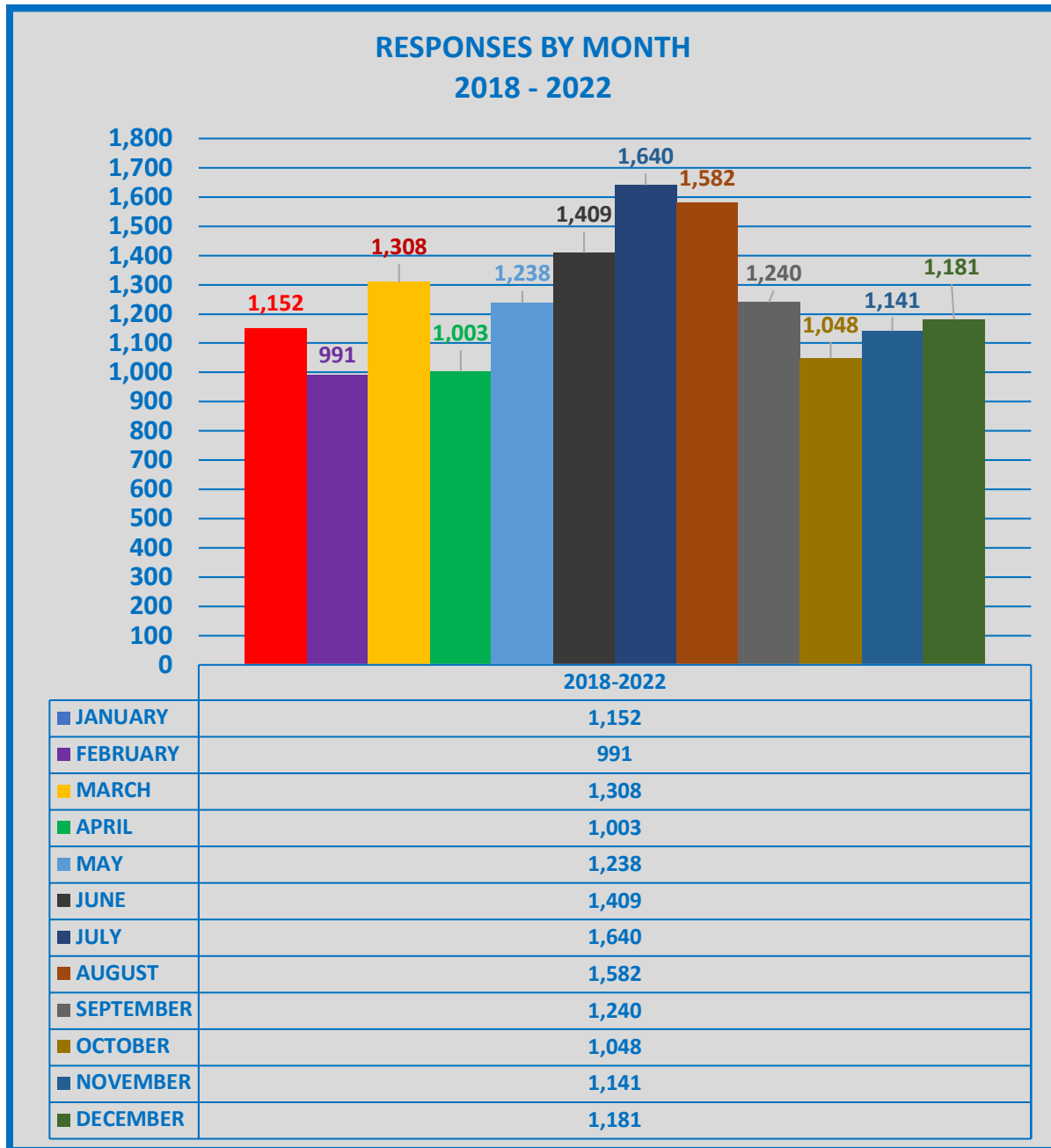


FIGURE IV-4: RESPONSES BY MONTH 2018 - 2022

The number of incidents that the department responded to each day of the work week, Monday through Friday is very consistent with just 138 incidents difference in the five-year period between the slowest day, Wednesdays, and the busiest day, Monday (Figure IV-5). Surprisingly,

the weekends tended to have fewer calls with 162 fewer incidents on Saturdays than on Mondays, and another 108 fewer on Sundays than Saturdays and 270 less than Mondays. With the Brewster area being a vacation and tourist destination during the warm weather months it would be reasonable to expect the weekends to be busier.

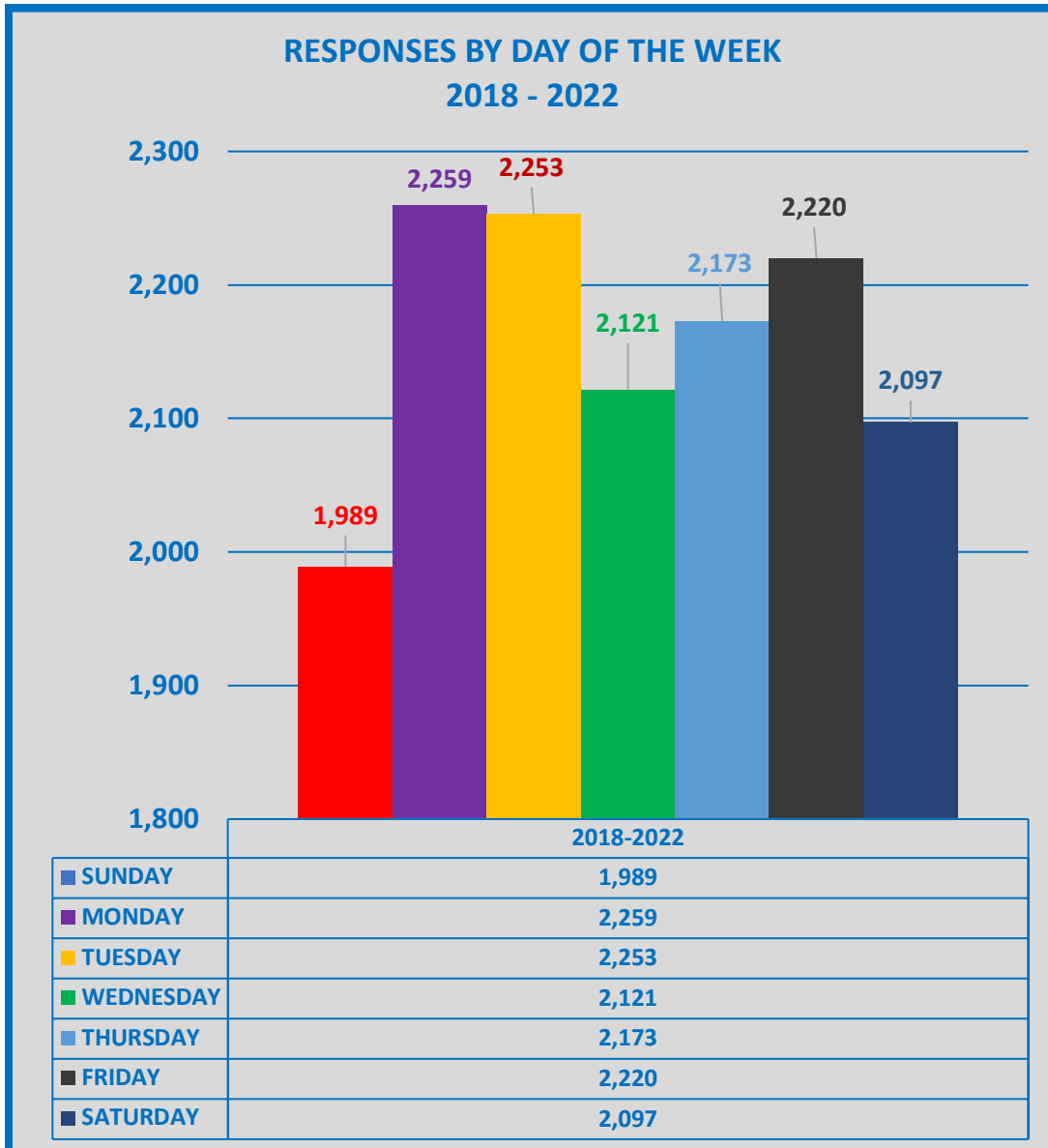


FIGURE IV-5: RESPONSES BY DAY OF THE WEEK 2018 - 2022

Incident activity rose and fell throughout the day depending upon the hour. The busiest hours of the day were between about 0800 hours and 1900 hours, with the height of activity occurring between 0900 hours and 1400 hours. (Figure IV-6).

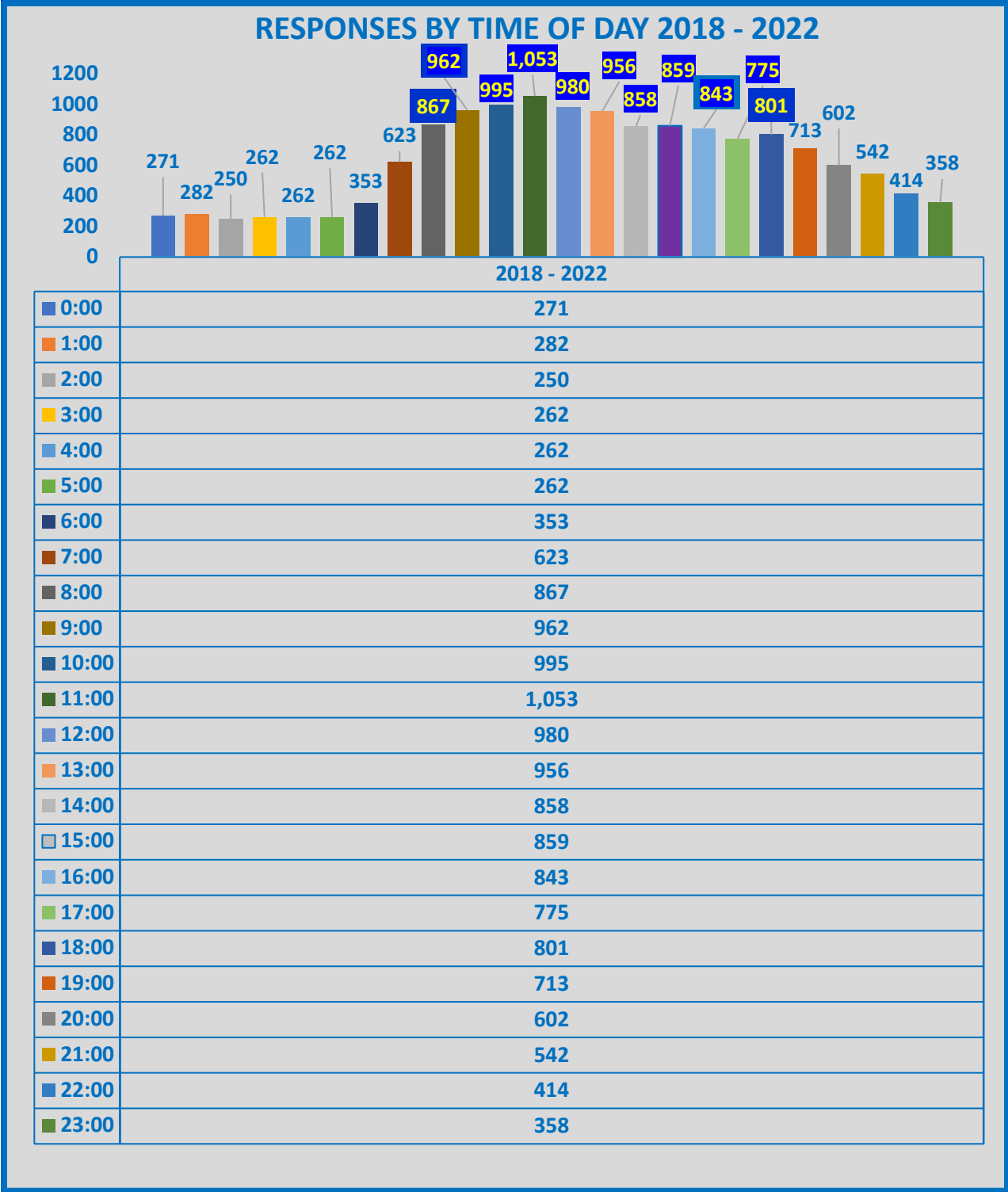


FIGURE IV-6: RESPONSES BY TIME-OF-DAY 2018 - 2022



One issue in Brewster, as with many communities, is either actual or anticipated call volume growth. The five-year incident trend analysis did not indicate a definitive trend, although in the last two years the numbers have increased each year as would be expected. Indicating that incidents are generally on an upward trajectory. It is our belief that the decrease in incidents from 2019 to 2020 is an anomaly resulting from the COVID pandemic. Many other departments have experienced similar declines in responses. Overall experience shows, particularly considering some development is still occurring in the town, and with an older population, that call volume will continue to increase. Looking forward, if this growth in service demand continues, maintaining the current service level will only be possible if the level of resources dedicated to these services increase.

Every emergency services organization periodically experiences simultaneous, or overlapping, incidents. Whether they are handled by that department themselves, or, through automatic/mutual aid provisions need to be made to ensure that these incidents are handled effectively, efficiently and, in a timely manner. However, as the number of simultaneous, or overlapping, incidents increase, that community and/or department can no longer rely on their neighboring communities/departments to handle an ever-increasing percentage of their incidents. This a key benchmark in the need to consider increasing the number of available resources that are in service.

The MRI study team's evaluation found that the number of simultaneous, or overlapping incidents handled by the Brewster Fire Department is increasing and becoming a significant operational concern. This has added a stress factor to the department as the occurrence of multiple overlapping calls over the five-year period analyzed stands at 18.8%, or just under one in every five incidents. This means that 18.8% of the time the department is asked to answer not only one, but two, and occasionally three or more incidents at the same time with their resource set, and the assistance on off duty personnel, automatic, and mutual aid.

The number of simultaneous calls averages about 1.6 per day, and 48 per month over the five-year period. In three of the five years (2018, 2021, 2022), the number of simultaneous or overlapping calls exceeded 600 per year. This is a disturbing trend, particularly with Brewster currently staffed at a bare bones level. While it is not unusual – it is generally expected - to see total incident volume rise, the rate of simultaneous events indicates that the current resource set of the organization will be unable to maintain the current service level as this statistic expands toward 20% (in 2021 the number stood at 19.8% before decreasing slightly in 2022) and possibly beyond. Figure IV-7 illustrates the annual frequency of these events for the five-year period. Figure IV-8 shows the number of overlapped calls from by number of simultaneous/ overlapped incidents. These incident response metrics support the overall need to increase the human resources set provided to the department as will be discussed in detail in the *Staffing Critical Tasking, and Deployment* section later in this chapter of the report.

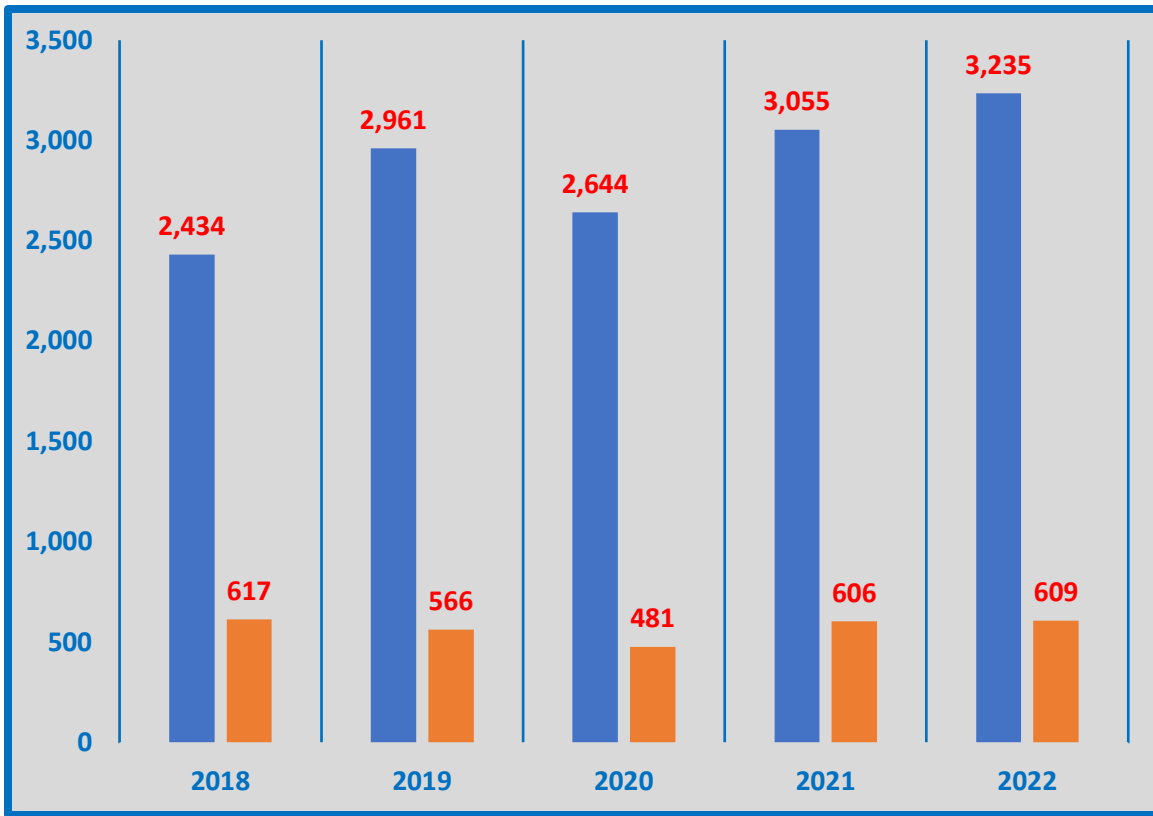


FIGURE IV-7: OVERLAPPING/SIMULTANEOUS INCIDENT VOLUME – 2018 - 2022

SIMULTANEOUS/OVERLAPPING INCIDENTS (2018-2022)					
Number of Simultaneous/ Overlapping Incidents	2018	2019	2020	2021	2022
2	437	404	369	434	459
3	121	119	88	132	105
4	33	25	17	27	29
5+	26	18	7	13	8

FIGURE IV-8: OVERLAPPING/SIMULTANEOUS INCIDENT VOLUME BY NUMBER OF CALLS – 2018 – 2022

FIRE OPERATIONS

Fire, rescue, and emergency medical system (EMS) incidents and the fire department's ability to respond to, manage, and mitigate them effectively, efficiently, and safely are mission-critical components of the emergency services delivery system. In fact, fire, rescue, and EMS operations provide the primary, and certainly most important basis for the very existence of the fire department. As with many fire departments today, the majority of responses are emergency medical service related. Improved building construction, code enforcement, automatic sprinkler systems, and aggressive public education programs have contributed to a decrease in serious fires in many communities and more importantly, fire deaths among civilians. However, while no longer generating the majority of most departments' responses as they once did, fire-related incidents are still justifiably an extremely high priority for the "fire" department and comprise a significant part of their operational missions.

These trends and improvements in the overall fire protection system notwithstanding, fires still do occur and the largest percentage of those occur in residential occupancies where they place the civilian population at risk. Although they occur with less frequency than they did several decades ago, when they occur today, they grow much quicker and burn more intensely than they did in the past. As will be discussed later in this report, it is imperative that the fire department is able to assemble an effective response force (ERF) within a reasonable time period in order to successfully mitigate these incidents with the least amount of loss possible.

NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments*, 2020 edition (National Fire Protection Association, Quincy, MA) addresses the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments to protect citizens and the occupational safety and health of fire department employees. It is the benchmark standard that the United States Department of Homeland Security utilizes when evaluating applications for staffing grants under the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. The ability to get a sufficient number of personnel, along with appropriate apparatus, to the scene of a structure fire is critical to operational success and firefighter safety. Accomplishing this within the 8-minute time frame specified in NFPA 1710 is an important operational benchmark.

In addition to structural firefighting and emergency medical services, the fire department is tasked with responding to and managing a broad spectrum of other types of emergencies, including, but not limited to, vehicle crashes, building collapse, water and ice rescue, mass casualty incidents, weather-related emergencies, and natural and technological disasters. These types of incidents require specialized equipment and specialized training. In all types of emergency responses, an incident command system (ICS) should be utilized that conforms to the National Incident Management System (NIMS) guidelines that have been promulgated by the

U.S. Department of Homeland Security. Since safety is the primary focus throughout all operations, a formal component of the ICS program includes the consistent assignment of an on-scene safety officer when appropriate.

The strategic and tactical challenges that the various hazards the department protects need to be identified and planned for through a community risk analysis planning and management process. The community risk and vulnerability assessment evaluates the community as a whole, and regarding property, measures all property and the risks associated with that property, and then segregates the property as either a high-, medium-, or low-hazard, which are further broken down into varying degrees of risk. *Community Risk Assessment* was discussed in detail in Chapter III. The development of a community risk and vulnerability assessment should drive many of the key decisions associated with the deployment of resources for fire and medical emergencies.

The Brewster Fire Department is equipped and staffed to respond to a wide variety of emergency incidents. Although EMS calls are more prevalent, the department must still be prepared to fulfill its core firefighting mission. As with most communities in the United States, the primary focus of firefighting operations is on fires in residential occupancies (single- and two-family dwellings, multi-family units) due to the high potential for loss of life. Until residential fire sprinkler systems become commonplace as a critical lifesaving feature in homes, the fire department will continue to be the only “front-line” resource available for firefighting and rescue. The fire codes in the Commonwealth of Massachusetts do not require residential sprinklers and do not allow communities to mandate them through local codes or ordinances.

Structural firefighting has become far more challenging and dangerous in the last thirty years with the introduction of significant quantities of plastic and foam-based products into homes and businesses (e.g., furnishings, mattresses, bedding, plumbing, electrical components, home and business electronics, decorative materials, insulation, and structural components). These materials ignite, burn quickly, and produce extreme heat and toxic smoke. A fire can easily double in size and intensity every 30 seconds. If firefighters cannot arrive in a timely manner and attack the fire quickly, a strong possibility exists that a dangerous flashover (simultaneous ignition of all combustible materials in a room) will occur. Flashover can occur in as little as five to seven minutes after fire ignition and is one of the most dangerous events that a firefighter can face. When a flashover occurs, initial firefighting forces are generally overwhelmed and will require significantly more resources to affect fire control and extinguishment.

Flashover occurs quicker and more frequently today and is caused at least in part by the introduction of significant quantities of plastic- and foam-based products into homes and businesses (e.g., furnishings, mattresses, bedding, plumbing and electrical components, home and business electronics, decorative materials, insulation, and structural components). These materials ignite and burn quickly and produce extreme heat and toxic smoke.

Figure IV-9 illustrates the time progression of a fire from inception through flashover. The time versus products of combustion curve shows activation times and effectiveness of residential sprinklers (approximately one minute), commercial sprinklers (four minutes), flashover (eight to ten minutes), and firefighters applying first water to the fire after notification, dispatch, response, and set up (ten minutes). It also illustrates that the fire department’s response time to the fire is one of the only aspects of the timeline that the fire department can exert direct control over. It is also important to keep in mind that once units arrive on the scene, they will need to get set up to commence operations. NFPA recommends that units be able to commence an initial attack within two minutes of arrival, 90% of the time.

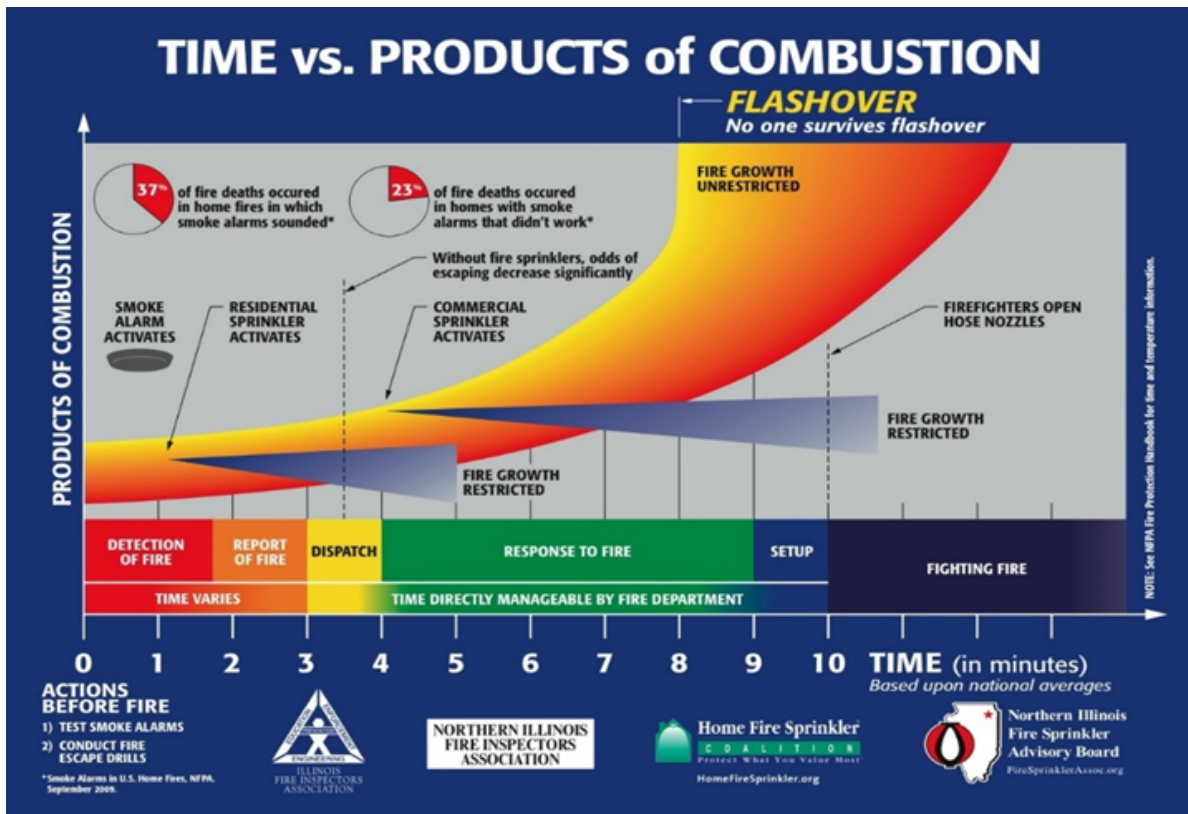


FIGURE IV-9:
HOME FIRE TIMELINE CURVE SHOWING ACTIVATION TIMES AND EFFECTIVENESS OF RESIDENTIAL SPRINKLERS (APPROXIMATELY 1 MINUTE), FLASHOVER (3 TO 5 MINUTES) AND FIREFIGHTERS APPLYING FIRST WATER TO THE FIRE AFTER NOTIFICATION, DISPATCH, RESPONSE, AND SET UP (10 MINUTES).

Image credit: Home Fire Sprinkler Coalition

The Brewster Fire Department is dispatched by, and emergency communications are handled by, the Brewster County Sheriff’s Office (BCSO) Department Regional Emergency Communications Center (RECC) which is located at Joint Base Cape Cod. The BCSO RECC handles emergency



dispatch for nine communities and coordinates regional mutual aid operations throughout Cape Cod.

Response time data that was provided to the MRI study team by the Brewster Fire Department only reflects the time from when the Department received the call. It does not reflect the alarm processing or dispatch time at the BCSO RECC. The dispatch center dispatches the station as a whole, and not individual apparatus. In addition, the times reflected the total time from when the department received the call until the first unit arrived on the scene. It did not break these times out into turnout time, and travel time components. It appears when the apparatus signs on, the dispatch center is then recording dispatched and responding times simultaneously. Finally, for fire calls, the first arriving unit could be an ambulance or chief officer, not necessarily a fire suppression unit. As a result, especially with the department operating from a single station with no options to really change the response times we opted not to utilize the data since its benefit would be limited.

Interviews that were conducted by the MRI project team revealed that the Department appears well versed in the use of the National Incident Management System (NIMS) and works well with multiple agencies to provide effective and efficient emergency response services to the community. Through discussions with the department's officers, it appears that though the department has adopted, and is trained, and is aware and understands the importance of using an Incident Command System (ICS), it is often difficult to implement it initially on every incident because of limited staffing.

One of the most effective tools the fire department has to assist them with handling fires and other emergencies in multi-family residential complexes and commercial facilities, are pre-fire plans. The purpose of a fire pre-planning program is to allow firefighters to become familiar with buildings and/or facilities within their response area prior to an emergency, alert them to on-site hazards and risks, and develop a detailed fire response plan for them that includes specific tactics that will be required to mitigate fires or other emergencies. A comprehensive pre-fire plan includes as much data about the building as possible.

The information contained in pre-fire/incident plans allow firefighters and officers to have a familiarity with the building/facility, its features, characteristics, operations, and hazards, thus enabling them to more effectively, efficiently, and safely, conduct firefighting and other emergency operations. Pre-fire plans should be reviewed and updated regularly. They should be tested and validated by table-top exercises and on-site drills. Lack of an up-to-date pre-fire plan is often attributed to being one of the primary contributing factors in large fire losses.

It was reported to MRI that the Brewster Fire Department has done limited pre-planning on some of the target hazards in the town (there are only a limited number of commercial occupancies). To derive maximum benefit from the pre-fire plans, the department should make pre-fire plans

accessible on mobile data terminals (MDTs) (notebook/laptop computers) on fire apparatus, and in the command vehicle(s) for use in-route to an incident, and while on-scene. The information can also be sent to smart phones. With a cloud-based system all the information would be available in real time.

Performance improvement for fire suppression will become even more important in the coming years as the fire department command structure evolves from being a group with significant firefighting experience, to a group with stronger EMS experience. Major fire incidents continue to decline because of better fire prevention and building code compliance, the advent of advanced fire detection and suppression systems, and fire-retardant building components and contents. As a result, the fire service will be challenged in the future to maintain the necessary skill sets to properly command and control major fire incidents. Training and performance improvement strategies must be aggressively enhanced in anticipation of this paradigm shift in fire department capabilities and experience.

The point of the performance measures is to identify the community's expectations in a quantifiable way, and to use the measurement of the fire department's performance against these objectives to identify areas, which may need improvement or additional resources. The process should also include a provision for modifying SOGs, training priorities, and equipment as determined by the performance improvement program.

The Department recently purchased the SOG/Policy software system Lexipol. At the time of this study the Chief and Deputy Chief have been meeting with the reps from Lexipol to get the program implemented. In the near future, they will begin a process including department members to modify, develop, and implement, existing and new SOGs and policies into this state of the art, cloud-based system. The chiefs believe that once fully implemented this program will significantly increase operation effectiveness, as well as improve the department's SOGs and policies.

Brewster Fire Department staffing for fire operations will be further discussed later in this chapter in the section on *Staffing, Critical Tasking, and Deployment*.

EMS OPERATIONS

Emergency Medical Services (EMS) operations are an important component of the comprehensive emergency services delivery system in any community. Together with the delivery of police and fire services, it forms the backbone of the community's overall public safety life net. As noted in several chapters of this report, the Brewster Fire Department like many, if not most fire departments, responds to significantly more emergency medical incidents than actual fires, or other types of emergency incidents.

As a percentage of overall incidents responded to, it could be argued that EMS incidents constitute the greatest number of “true” emergencies, where intervention by trained personnel truly makes a difference, sometimes literally between life and death. Heart attack and stroke victims require rapid intervention, care, and transport to a medical facility (Figure IV-10). The longer the time duration without care, the less likely the patient is to fully recover. Numerous studies have shown that irreversible brain damage can occur if the brain is deprived of oxygen for more than four minutes. In addition, the potential for successful resuscitation during cardiac arrest decreases exponentially with each passing minute that cardio-pulmonary resuscitation (CPR), or cardiac defibrillation, is delayed.

- The potential for successful resuscitation during cardiac arrest decreases exponentially, 7% to 10% with each passing minute, that cardio-pulmonary resuscitation (CPR) or cardiac defibrillation and advanced life support intervention is delayed.
- Few attempts at resuscitation after 10 minutes are successful.

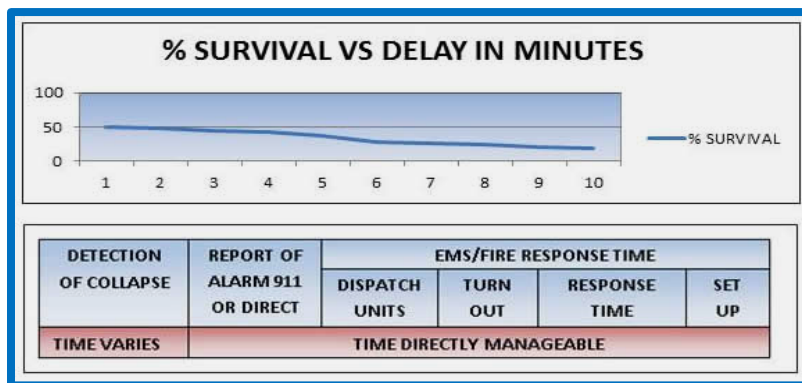


FIGURE IV-10: CARDIAC ARREST SURVIVAL TIMELINE

The EMS component of the emergency services delivery system is more heavily regulated than the fire side. In addition to NFPA 1710, NFPA 450 *Guidelines for Emergency Medical Services (EMS) and Systems*, (2009 edition), provides a template for local stakeholders to evaluate an EMS system and to make improvements based on that evaluation. The Commission on Accreditation of Ambulance Services (CAAS)¹⁶ also establishes benchmarks for EMS operations, however, their focus is primarily on ambulance response times which is not a component of this analysis. Massachusetts regulates EMS agencies, and certain federal Medicare regulations are also applicable.

¹⁶ The Commission on Accreditation of Ambulance Services (CAAS) is an independent commission that established a comprehensive series of standards for the ambulance service industry.

Typically, less than 10% of 9-1-1 patients have time-sensitive ALS needs. However, for those patients who do, time can be a critical issue of morbidity and mortality. For the remainder of those calling 9-1-1 for a medical emergency, though they may not have a medical necessity, this ninety percent, still expects rapid customer service. Response times for patients and their families are often the most important issue regarding the use of the fire department's services and are what is most often referred to when they "rate" their local emergency responders. Regardless of the service delivery model, appropriate response times are more than a clinical issue; they are also a customer service issue.

Emergency medical services (EMS) for the Town of Brewster are provided at the advanced life support (ALS)/paramedic level by the Brewster Fire Department. Advanced life support or ALS-level care refers to prehospital interventions that can be brought into the field by paramedics. Typically, this service level includes the ability to bring much of the emergency room capability to the patient. Paramedics can administer intravenous fluids, manage a patient's airway, provide drug therapy, utilize the full capabilities of a 12-lead cardiac monitor, and provide a vital communication link to the medical control physician who can provide specific medical direction based on the situation.

Primary EMS ambulance transport services to the Town are also provided by the Brewster Fire Department. The department can staff either one or two ambulances depending upon the time of day and staffing levels. It operates under a license from the Massachusetts Office of Emergency Medical Services (OEMS) which designates the service as ALS level with ambulances staffed with one EMT and one paramedic.

The citizens of Brewster benefit greatly by having firefighters provide emergency medical services at the advanced life support (ALS) level. This is an efficient use of personnel resources since approximately 74.7% of all emergency calls are for EMS incidents. This is somewhat higher than the national average as reported by the US Fire Administration (64%) and the National Fire Protection Association (65%). Additionally, Brewster's EMS revenue from insurers, Medicaid/Medicare, and direct patient billing provides a significant offset to fire-rescue department operating and capital expenses.

As is the common practice on Cape Cod, the Brewster Fire Department normally staffs their first out ambulance with three personnel, regardless of the severity of the incident. If shift staffing is at four personnel, the captain will also respond in an SUV to supervise and assist. If staffing is at five, the two additional personnel may respond in a second ambulance to assist. These procedures effectively place the fire suppression function out of service until personnel who have been recalled on overtime report to the station for back-up (for a number of reasons, often no one responds back to the station for these recalls, particularly when there are multiple in the same day). When needed, the second ambulance is usually staffed with two personnel. The MRI study team was advised that the department will occasionally send only two personnel to the

hospital, depending upon the severity of the patient’s condition; however, this is an exception rather than the normal practice.

The rationale for this procedure is that these additional personnel help the ambulance crew with medical care, carrying equipment, lifting patients, and driving the ambulance to the hospital when the ambulance crew, particularly the paramedic(s) are committed to the care of critically ill patients. Medical calls are generally classified from Alpha (minor/least severe) to Echo (life threatening/most severe). On Cape Cod EMS calls are categorized Priority 1 (most serious) to Priority 3 (non-life threatening). Certain assist type calls are categorized Priority 4. In many locations (not necessarily New England) normal procedures send only an ambulance, with two personnel, to the minor nature, Alpha and Bravo calls, or Priority 3 level calls unless the arrival of an ambulance will be delayed (Figure IV-11).

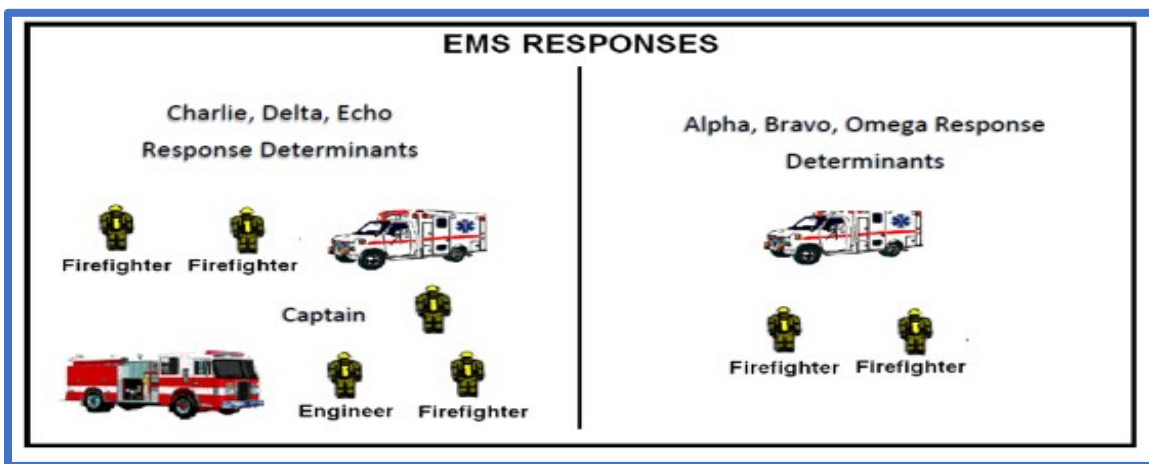


FIGURE IV-11: EMS RESPONSE MATRIX

Note: Priority 1 & 2 equates to Charlie, Delta, and Echo response determinants while Priority 3 calls equate to Alpha and Bravo level response determinants.

Dispatching an engine company also to Priority 1 and 2 calls is a best practice that ensures that sufficient personnel are on-scene to provide critical care to seriously ill or injured patients. The firefighter-paramedics assigned to the ambulance can focus on direct patient care, while other personnel are responsible for incident command, scene safety, delivering and setting up equipment, and lifting and carrying the patient(s). An engine company is requested for Priority 3 calls when the ambulance response is delayed, personnel is needed for lifting and carrying a patient, forcible entry to a residence or vehicle is required, or when the condition of the patient is found to be more serious than the initial dispatch assessment. This is illustrated in the following graphic:

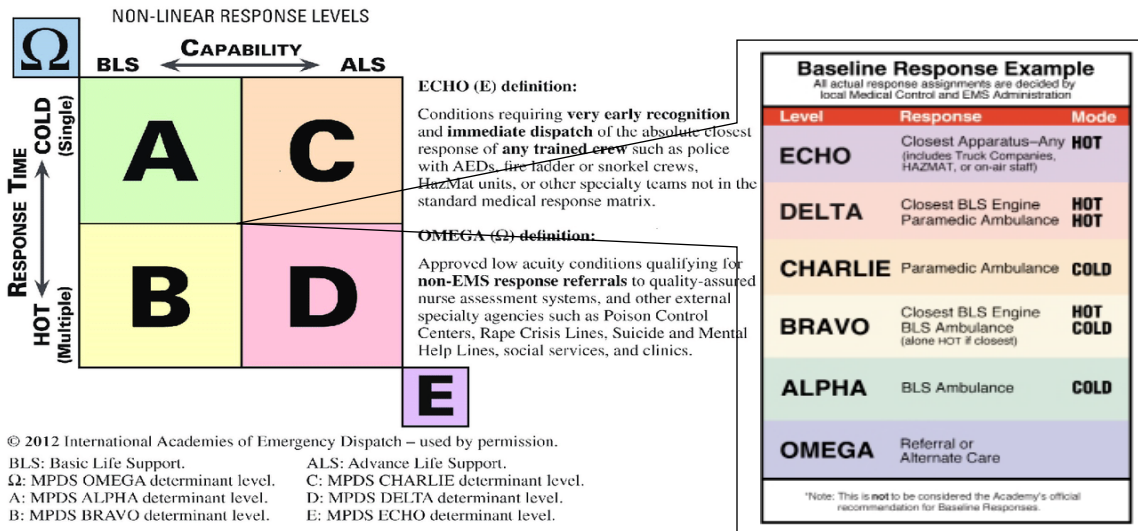


FIGURE IV-12: TYPICAL EMS RESPONSE MATRIX/ALGORITHM

While we acknowledge that changing this procedure is likely to be met with resistance, we believe the Brewster Fire Department should consider revising this procedure. The number of incidents is increasing each year, and a significant percentage of these incidents are resulting in overlapping calls. In addition, in large part due to the change in procedure that temporarily reduced nighttime staffing to four personnel to assist with reducing overtime and related personnel fatigue, staffing challenges related to simultaneous calls are going to be even more pronounced. To that end, the MRI study team suggests the following revision to the current EMS response procedures and with the current staffing levels:

- When staffing is at five personnel:
 - ❖ Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. The three personnel remaining are now available for fire duty, or can handle a second ambulance call, if necessary. If they require additional assistance, they can request the engine to respond.
 - ❖ Two personnel respond on the ambulance and three personnel respond on the engine to Charlie, Delta, and Echo, or Priority 1 and 2 calls. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew. The two other personnel can return to station with the engine and handle a second call without the need to recall off duty personnel.
 - An alternative would be to call just one person back to work to bring staffing back up to three personnel.

- When staffing is at four personnel:
 - ❖ Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. If they require additional assistance, they can request the engine to respond. The remaining two personnel are still available for limited fire duty, until one or two off duty personnel arrive at the station, or they can handle a second ambulance call.
 - ❖ Two personnel respond on the ambulance and two personnel respond on the engine to Charlie, Delta, and Echo, or Priority 1 and 2 calls. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew. If only two personnel are needed on the ambulance, the other two person can return to station with the engine and handle a second ambulance call without the need to recall off duty personnel.
 - An alternative would be to call just one person back to work to bring staffing back up to three personnel.

In either scenario suggested above, the current practice of recalling off duty personnel to provide coverage when the ambulance transports to the hospital should be continued. However, there would be less of a reliance on it as revising the staffing model should reduce the number of times the Town is stripped of all fire and EMS protection.

Following current department practice, the ambulance responds with lights and sirens to every call. Though a medical priority dispatch system is in place that would allow for potential non-emergency response to occur without lights, sirens and within normal traffic flow, there are no protocols or procedures to do so. The MRI team was told that most often all transports with patients to the hospital is done with lights and sirens in order to get to the hospital as quickly as possible. This is not only done in order to get the patient to the hospital in a timely manner, but also to expedite the time that the ambulance is out of service and unable to respond to another call. These practices are being phased out by most progressive fire departments for safety reasons. It is safer for responding personnel, general citizens, and the patient, to reduce the number of times that red lights and sirens are utilized.

Conversely, ambulance turn-around time is an important staffing factor to consider since it affects the availability of personnel and equipment for other emergencies. This is the time an ambulance is occupied on a medical emergency starting with the time the call is received; and ending after the transport, when the ambulance is back in Brewster and available for emergency calls. This is time that is particularly important when the hospital is a significant distance from the Town, and personnel often encounter heavy traffic conditions to and from its location in

Hyannis. The turn-around time for Brewster ambulances averages between 60 and 70 minutes, however, they can be as high as two hours, twenty-one minutes (02:21:53). Higher turnaround times can be the result of lengthy on-scene care (e.g., extrication from a motor vehicle crash), longer travel times to or from an incident, or patient admission delays at a hospital. As was discussed previously, the total number of calls is the primary reason for simultaneous incidents, however ambulance hospital transport turn-around times certainly contribute to the impact of the overlapping call rate.

The following figure illustrates the number of EMS calls, number of ALS and BLS transports, and the average ambulance turnaround time for the five years period of 2018 – 2022.

Year	EMS Responses	ALS Transports	BLS Transports	Average Turn-around Time	Total Annual Turn-around Time
2018	2,476	1,128	454	70.15 minutes	1,849.6 hours
2019	2,185	1,003	332	70.05 minutes	1,558.6 hours
2020	1,997	885	357	66.75 minutes	1,381.7 hours
2021	2,272	1,053	441	63.95 minutes	1,592.4 hours
2022	2,523	1,024	461	60.85 minutes	1,506.0 hours
5-year average	2,291	1,019	409	66.35 minutes	1,577.7 hours

FIGURE IV-13. EMS TURN-AROUND TIME

The data in the above figure indicates several things.

- The proportion of ALS level transports to BLS levels transports is much higher than we normally see. In fact, it is really the inverse of what data sets we analyze usually illustrate. Over the five-year period, BLS transports accounted for just 28.6% of the Department’s EMS transports, while ALS transports accounted for 71.4%. Long term, statistical data indicates that ALS criterion incidents usually account for about 30% to 35% of EMS responses. Given Brewster’s higher than average older population, a somewhat higher percentage of ALS could be reasonably expected; however, we don’t believe it would reach the proportions indicated in this data.
- The ambulance turn-around times have improved steadily over the five-year period and show a total reduction of over nine minutes. The expansion of the emergency department facilities at Cape Cod Hospital in Hyannis has probably played at least some role in this reduction.
- Given an estimated average ambulance turn-around time of 66.35 minutes (annual maximum time: 02:06:23 – 02:21:53) and a 5-year average annual ambulance transport total of 1,428 transports; Brewster ambulances are occupied on EMS transport calls for



approximately 1,577.7 hours annually. This represents an average of 4.3 hours per 24-hour shift. Many of these calls come in during the busier daylight hours contributing to the high percentage of overlapping calls.

The data relative to the number of total incidents, number of EMS transports, and the time dedicated to EMS calls supports the need for the fire department to staff two (2) ambulances 24/7 while still maintaining a simultaneous fire response capability. The benefits of increasing staffing and the number of resources deployed include:

- Significantly reduce the number of times when the Town is without ambulance coverage due to simultaneous fire and/or EMS calls.
- Significantly reduce the number of times when the Town is without adequate fire coverage due to simultaneous fire and/or EMS calls.
- Provide additional fire staffing commensurate with the risk.
- Increase ambulance revenues by reducing the number of times that a mutual aid EMS service is called to provide ambulance transport services.

To accomplish this goal, the Department's staffing should be incrementally increased with the hiring of additional personnel over the next several budget cycles. This in combination with the supervisory staffing changes is recommended later in this report.

Overall, the EMS operations appear to be well run, and the Town is happy with the service that is being provided. There is also reported to be a low level of system abuse in Brewster which reduces the number of unnecessary responses and contributes to better resource availability for actual medical emergencies.

All Brewster Fire Department personnel possess a minimum of emergency medical technician-basic (EMT-B) certification. At the time of this study, 11 of the department's personnel, including the Deputy Chief possessed paramedic certification. There are a minimum of two paramedics assigned to each shift, with a minimum of one on duty at all times.

One question that the MRI study team is often asked to provide an opinion on was what the recommended mix of ALS versus BLS trained personnel should be in a particular Fire Department. At the time of this study approximately 50% of the Brewster Fire Department's personnel possessed ALS/paramedic certification. Several stakeholders informed the study team that they would like to eventually see all department personnel required to be paramedics. Ultimately, with the majority of incidents the department responds to being EMS related, having all personnel trained and certified at the ALS level allows the highest level of care to be always available, and on every incident. However, there can be several caveats to that Initial answer.

The Brewster Fire Department is a small organization with a relatively low call volume, averaging about 8.4 calls per day, of which 73% are EMS related. If 50% of the EMS calls are ALS criterion calls (which is higher than the typical average) that equates to about four ALS calls per day. One of the concerns that are expressed by some within the EMS community is the difficulty in keeping the ALS skills of personnel sharp when they have only limited opportunities to utilize them. In addition, there is a significant cost factor associated with initial ALS training for personnel, frequent continuing education classes necessary to maintain certification, and a significant pay differential for those who are certified. Finally, many fire department personnel prefer not to be paramedics and a significant number choose to allow their certifications to lapse once they are no longer mandated to maintain them, so they can get off of the ambulance.

It is MRI's opinion that the Brewster Fire Department would not be unreasonable if it decided to attempt, long term, to have all personnel certified as paramedics, by requiring all future hires to either possess, or obtain and maintain paramedic certification as a condition of employment. However, we believe a better option would be to maintain around 12-16 paramedics and attempt to have a minimum of three on duty at all times. By increasing the number of paramedics on duty at all times, one could be assigned to the primary ambulance as is done now, while a second one is assigned to the second ambulance, while the third one is assigned to the engine, thus providing both of those units with ALS capability resulting in an increased level of service. If additional personnel wanted to maintain their ALS certifications, the department should attempt to accommodate them and encourage them to do so.

With the majority of the Department's responses being EMS related, the MRI study team believes that the Town of Brewster should consider making an organizational change by redefining the position of EMS Officer into a full time position. The EMS Officer would handle the day to day oversight of the department's EMS functions including QA, personnel training and certification, infection control, managing inventory and drugs, attending meetings, and serving on committees. The officer should work a daywork schedule providing an additional member available for response during the day. We believe that making this change will result in more effective and efficient emergency medical service delivery by the department.

It is MRI's experience that when department's create these positions that they are normally designated at an officer's rank, and as such, are tested for (although in some places even though the position has rank, they are designated as a 'staff' officer with no real fireground authority). Other departments designate the EMS coordinator with just that title but compensate them at an officer's pay grade, in this case as a Captain (the same as the Fire Prevention Officer). The current CBA designates the "EMS Officer" as receiving a stipend over their base pay, however, that assumes that the person filling the position remains on their assigned shift.

While we understand this would also need to be impact bargained with the union (as any change needs to be) it is our opinion that this position would be best designated as a Captain's position

within the Brewster Fire Department, reporting directly to the Deputy Fire Chief. Doing this would help to emphasize the importance of the department's EMS mission, allow the EMS coordinator to have an equal peer relationship with the other Captains, and allow for the implementation of more department wide continuity of EMS operations.

One thing the fire department will need to monitor very closely are any impacts of the ongoing debates over funding the Affordable Care Act (ACA) may have on their billing and revenues. Over the past several years with the changes in insurance reimbursements brought about by the ACA, a growing number of EMS providers are looking to get out of the ALS business. Increasingly, private insurance companies and the government have reduced (or are considering reductions in) reimbursement rates, and are becoming more reluctant in general, to compensate departments for the full cost of emergency room transportation fees, especially for non-emergency treatment. Communities that provide EMS transport services are therefore facing pressure on their transport revenues.

One of the fastest growing value-added service enhancements in EMS is the development of Mobile Integrated Healthcare/Community Paramedicine (MIH/CP) programs. Mobile Integrated Healthcare is defined by the National Association of EMTs (NAEMT) as ***“the provision of healthcare using patient-centered, mobile resources in the out of hospital environment.”***

MIH/CP is comprised of a suite of potential services that EMS could provide to fill gaps in the local healthcare delivery system. In essence, MIH/CP is intended to better manage the increasing EMS call volume and better align the types of care being provided with the needs of the patient. To be effective, MIH/CP is commonly accomplished through a collaborative approach with healthcare and social service agencies within the community. It can be provided through community paramedicine programs, which are programs that use EMTs and paramedics to provide this out-of-hospital health care. MIH/CP programs help facilitate more appropriate uses of emergency care resources and enhance access to primary care, particularly for underserved populations, by focusing on chronic disease management, post-discharge follow up, and transport to non-emergency care settings.

The benefits of MIH/CP are therefore two-fold. These programs potentially help provide more appropriate health care to community residents, and if reimbursement arrangements can be agreed upon, also offer a substitute funding stream, separate from emergency transport, for community-based EMS transport programs.

In 2009 there were four programs like this in the country, but a recent survey by the National Association of EMTs identified more than 250 active MIH/CP programs now operating across the U.S.¹⁷

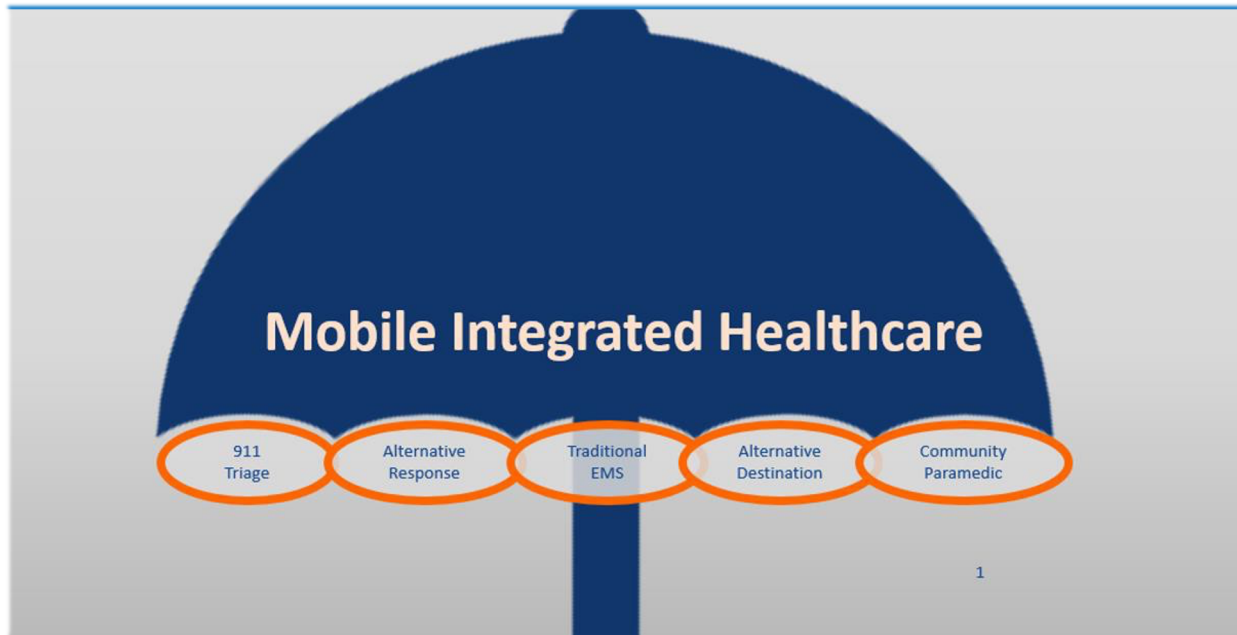


FIGURE IV-14: MOBILE INTERGRATED HEALTHCARE/COMMUNITY PARAMEDICINE BENEFITS

A consideration for a potential role for an MIH/CP program in Brewster could include a specialized response for behavioral health emergencies, in partnership with the Brewster Police Department and community mental health resources. Sometimes referred to as a Crisis Intervention Team (CIT), specialized units such as these have been effective in other communities across the country to reduce the risks associated with behavioral health-related responses.¹⁸

There may be government funds available for implementation of these types of programs, and some recent changes to the Medicare regulations indicate a possibly favorable view on billing for these services. The Foxborough Fire Department obtained a grant to implement this type of program effective as of July 1, 2019. With the addition of a new full-time paramedic who was designated a special agent of the board of health, the department implemented a community/public health program to address these types of needs within the town. It is MRI's belief that a program of this type in Brewster – particularly with its high percentage of residents over the age of 65 - would improve both levels of service offered to the community and EMS revenues generated. This could be another potential duty for the EMS officer to undertake.

¹⁷. http://www.naemt.org/docs/default-source/2017-publication-docs/mih-cp-survey-2018-04-12-2018-web-links-1.pdf?Status=Temp&sfvrsn=a741cb92_2

¹⁸. <https://www.psychiatrictimes.com/view/cahoots-model-prehospital-mental-health-crisis-intervention>

STAFFING, CRITICAL TASKING, AND DEPLOYMENT

The issue of fire department staffing has, over the past three or four decades, become one of the most widely and frequently debated topics in fire service history. This debate has intensified over the past several years as tax collection revenues have declined precipitously in many communities and governmental entities seek to reduce expenses.

Personnel costs account for the largest percentage of the operating budgets of career fire departments. In many cases this one line item is 90% or more of the total budget. The debate becomes intense when the discussion turns to how many firefighters are necessary to provide adequate levels of service, fulfill the department's core mission(s), and how those firefighters are deployed. This is a basic risk assessment and management decision. Ultimately, determining the acceptable level of risk they are willing to assume for the citizens they represent, is a key decision that is made by the Brewster Select Board through the town meeting process.

The operations necessary to fully extinguish a structure fire, and do so effectively, efficiently, and safely, requires a carefully coordinated, and controlled, plan of action, where certain operations, such as venting ahead of the advancing interior hose line(s), must be carried out with a high degree of precision and timing. Multiple operations, frequently where seconds count, such as search and rescue operations and trying to cut off a rapidly advancing fire, must also be conducted simultaneously. If there are not enough personnel on the incident initially to perform all the critical tasks, some will, out of necessity, be delayed. This can result in an increased risk of serious injury, or death, to building occupants and firefighters, and increased property damage.

There has been much research done by a number of fire departments on the effects of various staffing levels. One constant that has emerged is that company efficiency and effectiveness decrease substantially, while injuries increase, when company/unit staffing falls below four personnel. A 2010 comprehensive yet scientifically conducted, verified, and validated study titled *Multi-Phase Study on Firefighter Safety and the Deployment of Resources*, was performed by the National Institute of Standards and Technology (NIST) and Worcester Polytechnic Institute (WPI), in conjunction with the International Association of Fire Chiefs (IAFC), the International Association of Fire Fighters, and the Center for Public Safety Excellence. This landmark study researched residential fires, where the majority of fire, injuries, and fatalities occur. ***The study concluded that the size of firefighter crews has a substantial effect on the Fire Department's ability to protect lives and property in residential fires and occupancies.***

Several key findings of the study include:

- Four-person firefighting crews were able to complete 22 essential firefighting and rescue tasks in a typical residential structure 30% faster than 2-person crews, and 25% faster than 3-person crews.

- The 4-person crews were able to deliver water to a similar sized fire 15% faster than the 2-person crews, and 6% faster than 3-person crews, steps that help to reduce property damage and reduce danger/risks to firefighters.
- Four-person crews were able to complete critical search and rescue operations 30% faster than 2-person crews, and 5% faster than 3-person crews.

The United State Fire Administration, part of the Federal Emergency Management Agency, in the Department of Homeland Security, recommends that a minimum of four firefighters respond on or with each apparatus. In its respected textbook *Managing Fire Services*, the International City/County Management Association (ICMA) states, “that at least 4 and often 8 or more firefighters under the supervision of an officer should respond to fire suppression operations”. They further state, “If about 16 firefighters are not operating at the scene of a working fire, within the critical time period, then dollar loss and injuries are significantly increased, as is fire spread”. Many communities continue to struggle to generate a sufficient response.

The current career staffing pattern In the Brewster Fire Department consists of four work groups that work an average of 42 hours per week. These groups work rotating 24-hour shifts. This schedule provides the community with 24/7 coverage. Presently, each shift is staffed with a captain (shift commander) and four firefighters. The five personnel on shift are supported by the following additional personnel resources:

- Two command officers (fire chief and deputy chief) that work an administrative schedule and provide an on-call command officer when off duty.
- One Fire Prevention Officer.
- Automatic/mutual aid from surrounding communities

The MRI study team was informed that the department does not generally have a sick or injury leave problem. It had \$444,700 budgeted for overtime in a FY 2023 which is high for a department the size of Brewster. The department ended up spending \$562,956, which is 32.5% more than what was budgeted. This is due in large part to not only the Department’s constant staffing model where every vacancy created by any type of leave must be filled by another member on overtime, but also to the department’s difficulty retaining personnel.

To effectively respond to and mitigate requests for emergency services, an agency must have a thorough understanding of its community’s risk factors, both fire and EMS. Once identified and understood, each category or level of risk is associated with the necessary resources and actions required to mitigate it. This is accomplished through a critical task analysis. The exercise of



matching operational asset deployments to risk, or critical tasking, considers multiple factors including national standards, performance measures, and the safety of responders.

Critical tasks are those activities that must be conducted in a timely manner by responders at emergency incidents to control the situation and stop loss. Critical tasking for fire operations is the minimum number of personnel needed to perform the tasks required to effectively control a fire. The same is true for EMS as there are specific patient care tasks that must be completed in succession and often together to support positive prehospital care. The specific number of people required to perform all the critical tasks associated with an identified risk is referred to as an **Effective Response Force** (ERF). The goal is to deliver an ERF within a prescribed time frame. NFPA 1710, as a nationally recognized consensus standard on staffing and deployment for career fire departments, provides a benchmark for ERF.¹⁹

During fire incidents, to be effective, critical tasking must assign enough personnel so that all identified functions can be performed simultaneously. However, it is important to note that secondary support functions may be handled by initial response personnel once they have completed their primary assignment. Thus, while an incident may end up requiring a greater commitment of resources or a specialized response, a properly executed critical task analysis will provide adequate resources to immediately begin bringing the incident under control.

The NFPA *Fire Protection Handbook*²⁰ classifies buildings and occupancies by their relative risk and provides recommendations on the minimum ERF that will be needed to handle fire incidents in them. These include:

High-hazard Occupancies: Schools, hospitals, nursing homes, high-rise buildings, and other high life safety-hazard or large fire-potential occupancies. The Brewster Fire Department has a very limited number of these occupancies in its response district.

Operational Response: at least 4 pumpers, 2 ladder trucks (or combination apparatus with equivalent capabilities), 2 chief officers and other specialized apparatus as may be needed to cope with the combustibles involved; not less than 24 firefighters and 2 chief officers **plus** a safety officer and a rapid intervention team.

Medium-hazard Occupancies: Apartments, offices, and mercantile and industrial occupancies, not normally requiring extensive rescue by firefighting forces. The Brewster Fire Department also has a limited (although slightly growing) number of occupancies of these types.

Operational Response: At least 3 pumpers, 1 ladder truck (or combination apparatus with equivalent capabilities such as a quint), 1 chief officer, and other specialized apparatus as

¹⁹ It is important to note that compliance with NFPA 1710 has not been mandated in the Commonwealth of Massachusetts or by the federal government. It is considered a “best practice” that fire departments strive to achieve.

²⁰ Cote, Grant, Hall & Solomon, eds., *Fire Protection Handbook* (Quincy, MA: NFPA 2008), 12-3

may be needed or available; not less than 16 firefighters and 1 chief officer **plus** a safety officer and a rapid intervention team.

Low-hazard Occupancies: One-, two-, or three-family dwellings and scattered small business and industrial occupancies.

Operations Response Capability: At least 2 pumpers, 1 ladder truck (or combination apparatus with equivalent capabilities such as a quint), 1 chief officer, and other specialized apparatus as may be needed or available; not less than 12 firefighters and 1 chief officer, **plus** a safety officer, and a rapid intervention team.

The *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* (NFPA 1710, 2020 edition), establishes the minimum criteria for a career fire department to effectively and safely respond to an emergency incident. Municipalities should base their fire department staffing decisions based on such factors as local risks and hazards, response times, incident frequency, and mutual aid availability. Of course, financial considerations do affect the ability of a community to comply with NFPA 1710. However, the Brewster Fire Department should continue to include compliance with NFPA 1710 in its long-range strategic planning and goal setting.

At the time of this assessment the Brewster Fire Department responded with one engine staffed with three personnel, and one ladder with two members to reported structure fires, provided all on duty members are immediately available. The Chief and Deputy Chief also respond. In addition, Harwich and Dennis respond with engines, Orleans responds a ladder, and off duty Brewster personnel are recalled. This will provide an initial response between 16 and 19 personnel depending on whether mutual aid units respond with three or four personnel.

If sufficient off duty Brewster personnel (four) respond to staff an additional engine, this response matrix provides at least 20 personnel on the incident. However, off duty personnel responding from home back to the station to staff apparatus and then responding will cause at least some extension of response times to get all units and personnel on the incident scene. If the incident is determined to be a working fire, additional resources are also dispatched including Eastham for an engine, and Chatham for an ambulance. The Harwich and Orleans Chiefs also respond to assist with incident management.

NFPA 1710 suggests that the following personnel are needed to safely mitigate a structure fire involving several rooms in a 2,000-square foot dwelling (Figure IV-15). Obviously, this number dramatically increases based on the extent of involvement, size of the structure, presence of hazardous materials, and use of the occupancy. As an example, a significant fire within a garden style apartment complex or an open-air strip mall commercial requires a minimum of 27/28 personnel based on the potential hazards that could be encountered.

CRITICAL TASK	NEEDED PERSONNEL
Incident Commander	1
Attack engine driver/operator	1
Two handlines with two personnel each	4
Support/back-up firefighter for each handline	2
Search & rescue team	2
Ventilation team	2
Ladder company driver/operator	1
Rapid intervention team (RIT)	2
EFFECTIVE RESPONSE FORCE	14/15

FIGURE IV-15: NFPA 1710 MINIMUM STRUCTURE FIRE STAFFING NEEDS

Personnel needs for a fire involving several rooms in a 2,000-square foot, one-family, residential occupancy. These are the proverbial “bread and butter” structural fire incidents that fire departments respond to, and are by far, the most common type of structure fire, accounting for around 70% of those types of incidents.

Figure IV-16 illustrates in a different way the critical tasks and resource deployment required on low and moderate-hazard incidents such as residential and small commercial structure fires. Although some people advocate that these types of incidents can be handled with fewer personnel, unless it is a small fire, there is the possibility there will not be sufficient personnel available to perform all the critical tasks necessitating that some be delayed. Ultimately, determining the acceptable level of risk they are willing to assume for the citizens they represent will be a key decision that the Brewster Select Board will need to make.

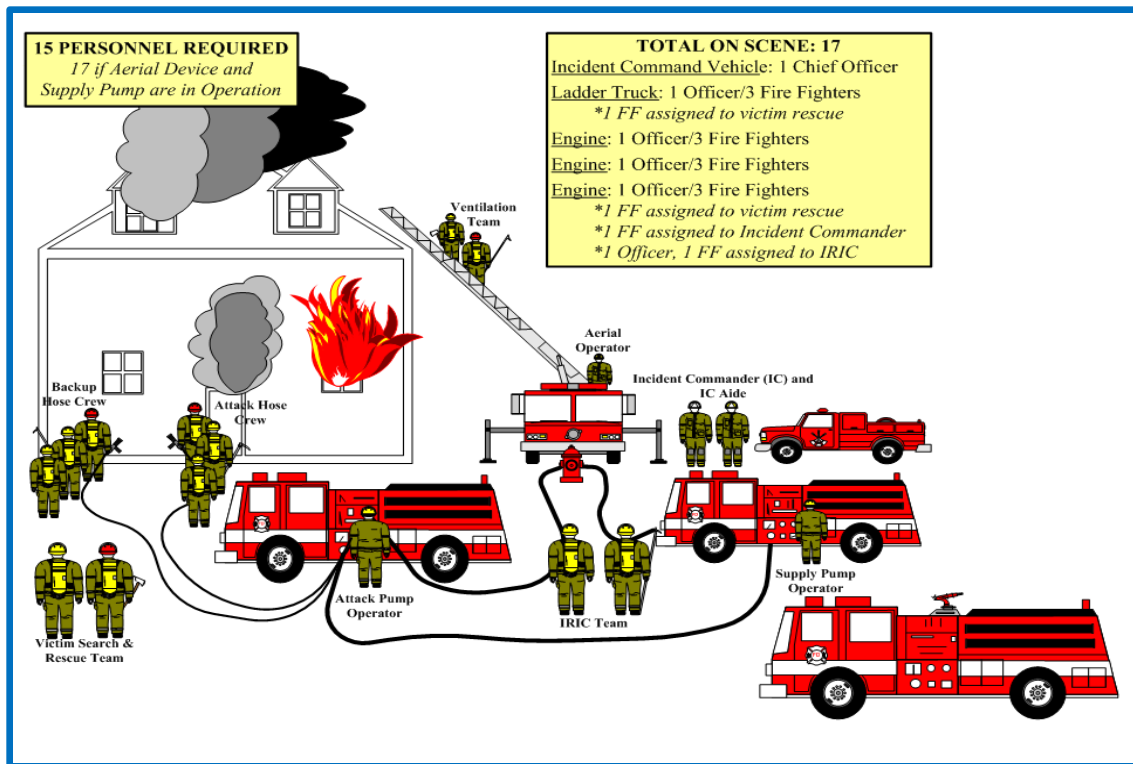


FIGURE IV-16: LOW TO MODERATE RISK RESPONSE-INTERIOR FIRE ATTACK

Typical minimum staffing needs career or primarily career fire departments for a fire involving several rooms in a 2,000-square foot, one-family residential occupancy. These are the proverbial “bread and butter” structural fire incidents that fire departments respond to, and are by far, the most common type of structure fire, accounting for around 70% of those types of incidents. The full first alarm assignment should arrive on scene within eight minutes of dispatch.

Image credit: IAFF 266

The ability to get a sufficient number of personnel, along with appropriate apparatus, to the scene of a typical residential structure fire is critical to operational success and firefighter safety. **Accomplishing this within the eight-minute time frame (to have 16 – 17 personnel on scene) as specified in NFPA 1710 is an important operational benchmark.** The Brewster Fire Department should make achieving this goal its highest priority. Based on conversations with the department’s senior officers they understand this and would like to achieve this goal.

The 2020 edition of NFPA 1710 recommends a minimum of 27/28 personnel on the initial response for fires involving moderate hazard garden-style apartments and strip shopping centers (Figure IV-17).

CRITICAL TASK	NEEDED PERSONNEL
Incident Command	2
2 – Independent Water Supply Lines/Pump Operators	2
Fire Attack via Three Handlines	6
Support Firefighter for each Handline	3
2 – Search and Rescue Teams	4
2 – Ground Ladders and Ventilation Teams	4
Aerial Operator (if Aerial is Used)	1
Rapid Intervention Team (1 Officer/3 Firefighters)	4
EMS/Medical	2
EFFECTIVE RESPONSE FORCE	27/28

FIGURE IV-17: STRUCTURE FIRE – MODERATE RISK

Beyond the NFPA standard(s) which as standards, do not carry the weight of regulation or law, is the Occupational Safety and Health Administration (OSHA) Respiratory Protection Standard, CFR 1910.134, which carries the weight and force of regulation, thus making compliance mandatory. One key provision of the Respiratory Protection Standard that is directly applicable to fire department staffing is known as the **“Two-In/Two-Out”** rule. In brief, this regulation specifies that anytime firefighters operate in an environment/atmosphere that is “immediately dangerous to life and health” (IDLH), whenever two members enter the IDLH area together/as a team, they must maintain visual or voice communication with two additional firefighters who must remain outside of the IDLH atmosphere, prepared to render immediate emergency assistance to those inside (Figure IV-18). The OSHA rule does provide an exception however, which states that the rule does not apply in emergency rescue situations where a person is visible and in need of immediate rescue, or there is credible and reasonable information that potentially viable victims are still in need of rescue. It is important to note that the potential for an IDLH to exist is not just limited to structure fires. They can exist on natural gas leaks, carbon monoxide incidents, confined space emergencies, chemical spills, and even automatic fire alarm activations where there is an actual fire in progress.

To comply with the **“Two-In/Two-Out”** rule, a team of four firefighters must be assembled before an interior fire attack can be made when the fire has progressed beyond the incipient stage, except in an imminent life-threatening situation when immediate action could prevent the loss of life or serious injury, before the team of four firefighters are assembled. The serious concern of the MRI project team is that the OSHA **“Two-In/Two-Out”** rule permits an exception for life

hazard or rescue situations. The reality is that in one of the most serious life hazard fire situations that can be encountered, trapped civilians, a firefighter may need to place himself/herself in extreme danger by entering the structure alone.

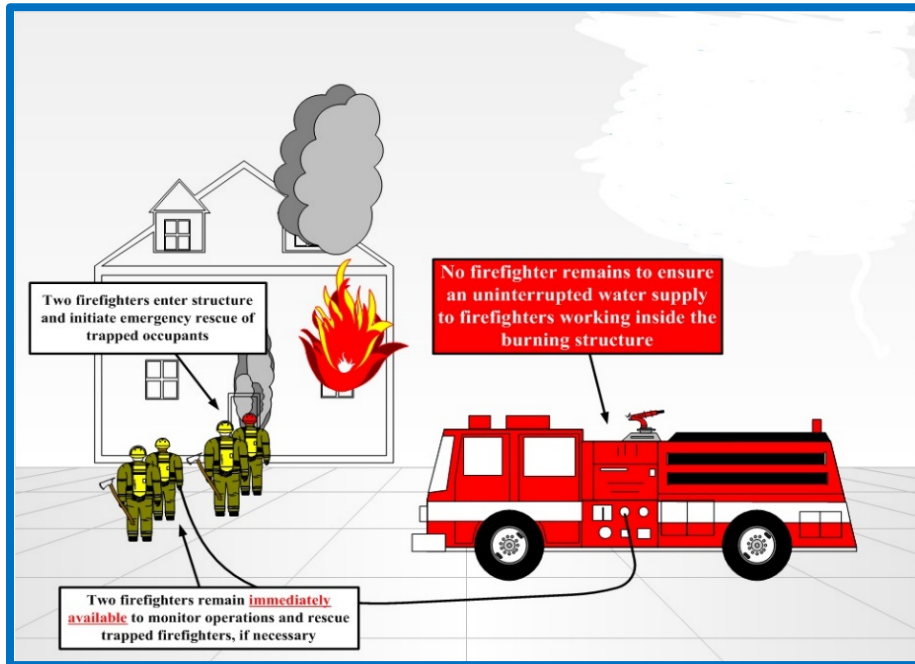


FIGURE IV-18 OSHA TWO-IN/TWO-OUT

Image Credit: IAFF 266

When looking at Brewster Fire Department staffing, it is very important to note that if the department experiences simultaneous or overlapping calls or calls that require two ambulances this will usually exhaust all on duty resources and leave no fire protection capabilities with the town itself. While Brewster does not have many fires, no one can predict when one may occur. Depleting all fire protection resources to cover ambulance calls does not appear to be a good risk assessment and management practice. With no viable on call force left, and few off duty personnel responding back to recalls, this is a policy or practice the Brewster Fire Department should consider revising.

Based on the criteria established in NFPA 1710 and detailed above, the MRI study team recommends that the following aspirational benchmarks be established by the Town:

- For structure fires, each engine company and ladder company should be staffed with no less than three (3), and preferably four (4) personnel, including an officer (lieutenant or higher rank). It should be noted that NFPA 1710 does not require all personnel to be transported to the scene on the same apparatus. As such, a three-person engine company

can be supplemented by personnel who arrive in the ambulance (provided that they are committed to engine company duties).

- Minimum response to a single-family dwelling fire should include a total of 17 firefighting personnel (including an incident commander [Chief or Deputy Chief] and company officers). This complement of personnel should continue to be accomplished through the use of automatic or mutual aid.

To the extent possible, the fire department should base its strategic planning, goal setting, standard operating procedures and guidelines, safety and health policies, training, and deployment of apparatus and equipment on the guidance found in NFPA 1710 as well as other NFPA standards such as *Standard on Fire Department Occupational Safety, Health, and Wellness Program* (NFPA 1500, 2021 edition) and *Guide for Structural Firefighting* (NFPA 1700, 2021 edition). The implementation of these best practices will result in a measurable improvement in the delivery of services to the citizens of Brewster, will enhance firefighter safety, and will mitigate risk to the community.

The current staffing levels of the Brewster Fire Department are deficient in the following respects:

- The minimum staffing level of five (5) personnel means that the engine is, at best, staffed with an officer and two (2) firefighters, which is below the practice recommended in NFPA 1710. The ladder is staffed with just two firefighters and no officer.
 - If just one ambulance is out on a call, usually only one engine, now inadequately staffed with just two (2) personnel may be available.
 - If two ambulances are on a call, there may be no fire suppression capability at all left to cover the Town.
- During nighttime and weekends, there is no incident commander on duty, since the Captain is assigned to the engine. This means that overall, all incident command is delayed until the arrival of an off-duty fire chief officer or a mutual aid chief officer. Critical decisions that must be made to ensure effective tactics and fire ground safety cannot be made because the Captain is committed to interior firefighting efforts. It is not realistic to have the Captain involved in evolutions such as forcible entry, hose line advancement, and/or search and rescue while expecting him/her to lead the overall strategic direction of the incident.
 - The Captain (shift commander) does have the flexibility to respond where his/her command capabilities are most needed, which is a practice that should be continued. In addition, there are numerous administrative functions that a shift commander is responsible for.

The Town previously received a Staffing for Adequate Fire and Emergency Response (SAFER) grant in 2016 for two (2) firefighter/ paramedic positions. SAFER grants are highly sought after and highly competitive, and cover all or most of new firefighters’ salaries and benefits over a defined time period, typically three to five years. Once the grant expires, the Town is fully financially responsible for the additional personnel which is always a factor that must be given careful consideration. Brewster would like to apply for a future grant dependent upon the recommendations contained within this report.

One concern that was expressed to the MRI Study team was that when there are simultaneous calls, and the second one is a motor vehicle crash, the ambulance may initially respond alone except on Route 6 where a line box response brings either an engine or an ambulance from a contiguous community. In this situation the engine responds with call back personnel, or mutual aid is requested from a neighboring community. Current industry practice in the fire and emergency services is for a minimum of one engine to respond with the ambulance to every motor vehicle accident, particularly on higher speed, more limited access roads and highways. While the additional personnel can help the ambulance crew by performing hazard evaluation and abatement, as well as patient care (Figure IV-19) an additional important consideration is to provide a blocking vehicle to protect the ambulance and personnel operating on the incident scene from being struck by an inattentive motorist.

Highway safety is a major concern not only for motorists, but also for the fire, EMS, and police personnel who respond to unplanned traffic incidents. As the number of responders being struck on the highways and being seriously injured or killed has increased significantly over the past decade, the need for the use of blocking vehicles to help keep them safe has become a much more important necessary and important part of the emergency response system (Figure IV-20).

CRITICAL TASK	NEEDED PERSONNEL
Incident Command	1
Hazard evaluation/Abatement	2
Patient Evaluation/Care	2-3
EFFECTIVE RESPONSE FORCE	5-6

FIGURE IV-19: CRITICAL TASKING – MOTOR VEHICLE CRASH





FIGURE IV-20: FIRE APPARATUS SERVING AS A BLOCKING VEHICLE ON A ROADWAY INCIDENT

Based upon the increasing incident volume, and the planned growth within the town, the MRI team believes that career staffing within the organization will probably need to be bolstered through an incremental and fiscally realistic process, starting in 2024. The specifics of these increases are detailed later in the *Recommendations* section of this chapter and Chapter VII, *Summary and Looking to the Future*.

COMPARATIVE ANALYSIS

The process of benchmarking, also known as comparative analysis, is an effective way of making general comparisons between similar communities and identifying trends and patterns, but there are limitations as to how the data should be used. The data gathered through this process provides a perspective on organizational norms and best practices. Ideally, a community would utilize this information to identify needed change and through paced action, work incrementally toward implementation.

The information in the next table provides very basic staffing comparisons, including administrative staff for communities that surround Brewster. There are similarities between each of these departments, but it should be noted that there are also differences in how each community delivers fire and EMS services. Each municipality and its fire department provide emergency and other public services based on the expressed desires of that community and its citizens. What may be effective in one community may not be in a neighboring town or city. The ability of the fire department to provide the services desired by the community it serves is based on its perceived risk and available funding and resources.

DEPARTMENT	POPULATION	CY22 RUNS	*FULL TIME STAFF	# OF FIREFIGHTERS PER 1,000 RESIDENTS	# OF FIREFIGHTERS PER SHIFT	* ADDITIONAL DAYSHIFT PERSONNEL	DUTIES OF DAYTIME PERSONNEL
Brewster	10,318	3,236	23	2.23	5	1	Fire Prevention Officer
Chatham	6,600	3,240	32	4.85	7	2	Fire Prevention Officer EMS Coordinator
Orleans	6,307	2,683	36	3.8	8	2	Fire Prevention Officer EMS Coordinator
Eastham	5,752	2,236	24	4.17	5	2	2 Firefighters
Wellfleet	3,500	1,311	22	5.71	5	1	Captain – Fire Prevention
Harwich	13,441	4,850	40	2.68	9	2	Fire Prevention Officer EMS Coordinator

*Includes Chief Officers

** Does not include Chief Officers

FIGURE IV-21: FIRE DEPARTMENT REGIONAL STAFFING COMPARISON

AUTOMATIC/MUTUAL AID AND REGIONAL OPERATIONS

Mutual aid is an essential component of almost every fire department’s operations. With the exception of the largest cities, no municipal fire department can, or should, be expected to have adequate resources to respond to mitigate large scale complex incidents safely, effectively and efficiently. Mutual aid is shared between communities when their day-to-day operational fire rescue and EMS capabilities have been exceeded and ensure that the citizens of the community are protected, even when local resources are overwhelmed. Fire department mutual aid is provided without financial charge.

Automatic Aid is assistance that is dispatched automatically by agreement between two or more communities or fire districts to all first alarm structural fires. The automatic aid will depend upon the location in the community and the type of equipment that each department can share as well



as staff. It is predetermined by each community's fire department so that on the initial notification through 9-1-1 the neighboring department is also notified and responds as long as they are able to. If they are unable to respond because they are not available due to an incident in their own community, Brewster would rely on the regional mutual aid agreements and go further out to other fire departments.

As a hallmark of fire department operations throughout Massachusetts (and in most other areas of the country as well) the Brewster Fire Department engages in robust mutual aid relationships with all its surrounding communities and departments. These departments respond together regularly to a wide range of incidents. The departments operate seamlessly together, even with regard to chief/command level officers responding to and assisting with managing incidents, regardless of which community it is occurring in. In most cases they respond immediately, or simultaneously upon the report of any structure fire. Doing so quickly increases the number of firefighting personnel who are available. This is the case in Brewster as units from Dennis, Harwich, and Orleans respond automatically to reported structure fires. NFPA 1710 also recommends that the appropriate number of personnel (17) arrive on scene within eight minutes (480 seconds) travel time.

The use of extensive automatic aid is an exceptional practice utilized in many locations that has served to increase the service level to all participating communities while reducing the cost of individual fire services. In many cases this practice is viewed as a means for "mutual survival" by chief officers. The MRI project team views it as a mechanism to not only enhance operational safety, but a major factor in future operational success.

Like many communities in Massachusetts, Brewster utilizes a Metro Card mutual aid response system to determine responses to various types of incidents. These cards are revised on an annual basis, as necessary. Mutual and automatic is provided reciprocally throughout the municipalities on Cape Cod.

Many organizational assessments suggest that automatic aid practices should be developed further as they reflect an industry best practice. Moving forward, the Brewster Fire Department should attempt to enter into enhanced automatic aid agreements with surrounding communities to provide for the simultaneous dispatch of additional resources to attempt to better achieve the recommended benchmarks – both personnel and time on location – for each specific type of structure fire. These revised response assignments should be based upon critical staffing needs as identified in this report.

	Mutual Aid Provided to Brewster			Total Per Year	Brewster Mutual Aid Provided	Net Mutual Aid	
	Dennis	Harwich	Orleans				
2018	45	47	33	125	112	Brewster	+13 Received
2019	31	72	47	150	122	Brewster	+28 Received
2020	19	38	20	77	86	Brewster	+9 Given
2021	33	62	31	126	115	Brewster	+11 Received
2022	41	59	40	140	130	Brewster	+10 Received

FIGURE IV-22: MUTUAL AID RECEIVED BY BREWSTER

Overall, between 2018 and 2022, the Brewster Fire Department received automatic or mutual aid 618 times, an average of 124 times per year (Figure IV-22). Conversely, the department provided automatic/mutual aid 565 times, an average of 113 times per year. The most frequent automatic/mutual aid partners were the Dennis, Harwich, and Orleans Fire Departments which makes sense as their districts are adjacent to the Town.

Fire and EMS mutual aid is an essential component of every community’s public safety capabilities. The coordination and sharing of services for large fires, mass casualty incidents, unusual events that require specialized equipment and training, disasters, and simultaneous emergency calls is an efficient and cost-effective way to manage and mitigate significant events. Brewster provides and receives mutual aid on a routine basis.

The Brewster Fire Department participates in the Massachusetts Fire District 1 and Barnstable County mutual aid networks. In addition to coordinating fire mutual aid services, District 1 has established a number of specialized rescue and technical support teams. Trained personnel from Brewster are members of the county technical rescue team, and the county dive team. The County coordinates mutual aid responses to major incidents through its communications control point that is operated by the BCSO RECC. The control point has had no negative experience when Brewster requests additional resources.



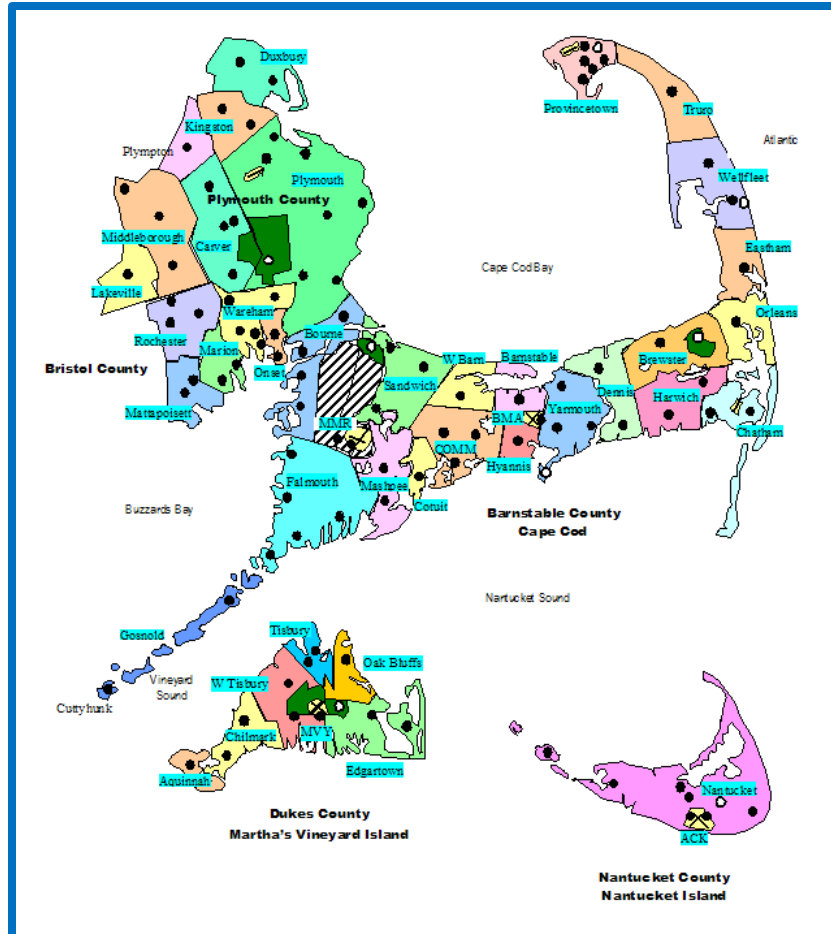


FIGURE IV-23: MASSACHUSETTS FIRE DISTRICT 1 MAP.

Brewster Fire is well respected among its peer mutual aid communities. The MRI study team reached out to the following fire and EMS agencies for feedback concerning mutual aid operations: Dennis Fire Department, Harwich Fire Department, and Orleans Fire Department. Brewster fulfills its mutual aid responsibilities and is a full player in the mutual aid district. Without exception, mutual aid communities contacted feel confident they are getting competent, professional service when Brewster responds to support their community. Brewster also calls for EMS or fire mutual aid from area communities when needed.

Mutual aid should be a shared responsibility, that is, each community must give and receive emergency assistance but not depend on mutual aid for day-to-day incidents.

INSURANCE SERVICES OFFICE (ISO)

The Insurance Services Office's (ISO) Public Protection Classification (PPC) program evaluates communities according to a uniform set of criteria defined in the Fire Suppression Rating Schedule (FSRS). This criterion incorporates nationally recognized standards developed by the National Fire Protection Association (NFPA) and the American Water Works Association (AWWA). Using the FSRS, ISO evaluates the fire suppression capabilities of a community and assigns a PPC classification; a number rating from 1 to 10. Class 1 represents exemplary fire protection (by ISO's standards), and Class 10 indicates that the area or community's fire suppression program does not meet minimum recognized criteria or standards. In most cases, this means there is no recognized fire department or formal fire protection. Any building more than five road miles from a fire station or outside the boundary of a fire protection area is rated 10. Generally, areas of a community that are more than 1,000 feet from a fire hydrant, but within five road miles from a fire station, are rated Class 9.

The FSRS allocates credit for fire protection by evaluating these three major categories (Figure IV-24):

- 1. Fire Alarm and Communication System:** This aspect of the evaluation examines a community's facilities and support for handling and dispatching fire alarms. This includes telephone lines and systems, staffing, dispatching systems, and equipment. This component equates to 10% (10 points) of the evaluation.
- 2. Fire Department:** This component of the evaluation, which accounts for 50% of the total classification (50 points), focuses on the Fire Department and its operations. Areas that are examined include the number of engine and ladder/service companies, distribution of fire stations and fire companies, equipment carried on the apparatus, pumping capacity, testing of hose, pumps and ladders, reserve apparatus, department and on-duty staffing, and training.
- 3. Water Supply System:** The third component of the evaluation is an analysis of the community's water supply system for fire protection. Chief among the areas that are examined include fire hydrant size, type, flow, and installation. In addition, the condition and frequency of inspection of the hydrants is evaluated. Finally, the overall capabilities of the water supply system are assessed in comparison to the needed fire flow for target hazards in the community. Forty percent of the final rating (40 points) is based on the water supply system.

A relatively new addition to the FSRS, the Community Risk Reduction section offers a maximum of 5.5 points, resulting in 105.5 total points now available in the FSRS. The inclusion of this section

for “extra points” allows recognition for those communities that employ effective fire prevention practices, without unduly affecting those who have not yet adopted such measures.

The addition of the Community Risk Reduction section gives incentives to those communities who strive proactively to reduce fire severity through a structured program of fire prevention activities. The areas of community risk reduction evaluated in this section include:

- Fire prevention
- Fire safety education
- Fire investigation

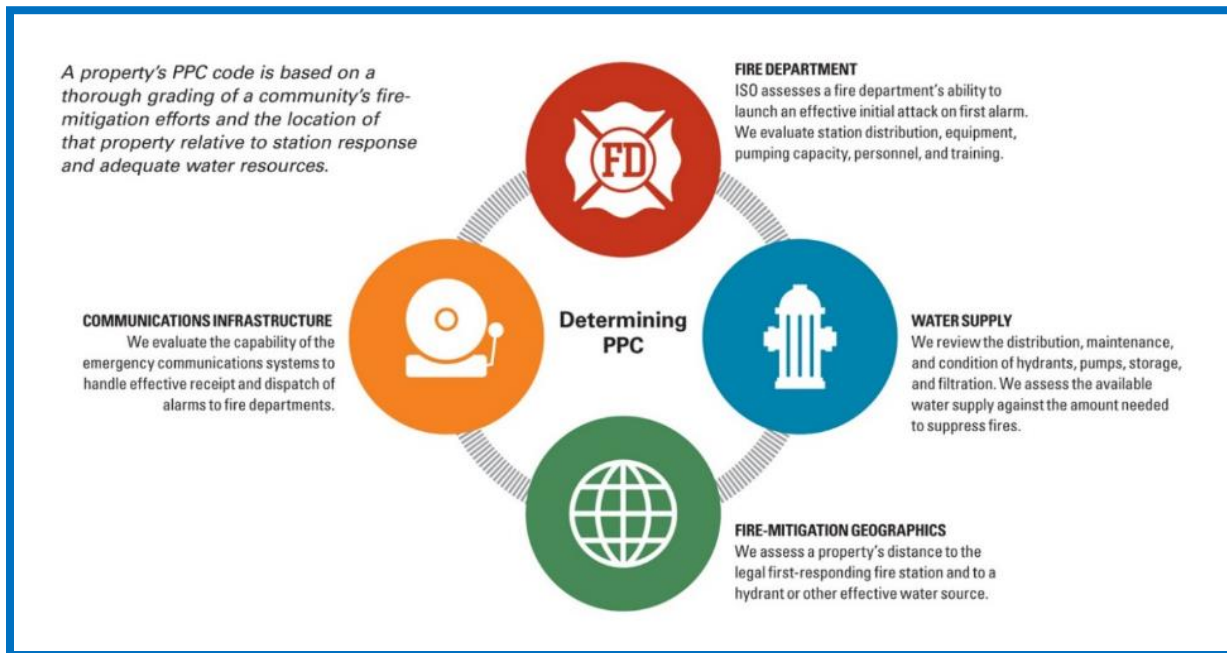


FIGURE IV-24: FOUR KEY PARTS OF ISO PPC EVALUATION PROCESS

Source: ISO

Every city, town, or area that provides fire protection services is subject to being graded to establish a PPC. Individual buildings, both residential and commercial, are subject to the community's PPC. When calculating property insurance premiums, insurance companies using the PPC apply a factor that reflects a particular community's PPC. Some individual facilities within a community may also be individually assessed and assigned a specific rating.

Although there may be validity to the argument that this rating is no longer utilized by all insurance companies that issue policies to commercial facilities within Brewster, ISO is still recognized as a comparative benchmark of public fire protection. Moreover, within the past several years, ISO has significantly revised its FSRS, and as a result, the PPC to reflect new

innovations and technology, and the evolving standards and industry best practices within the fire service. Among these changes are:

- Greater reference to nationally accepted consensus standards; NFPA and AWWA.
- Increased recognition of automatic fire sprinklers.
- Greater reliance on technology-based solutions (e.g., GIS, thermal imaging cameras).
- Increased emphasis on fire training activities.
- New reference to national standard safety requirements.
- New reference to accreditation; focus on master/strategic planning.

According to ISO, the PPC helps measure the effectiveness of fire protection and provides an important advisory evaluation to both insurers and communities. It is applied nationwide, and more than ever incorporates accepted national consensus standards. The PPC is used in marketing, underwriting, and pricing of both homeowners and commercial lines of fire/property insurance. Broadly speaking, the cost of insurance premiums is generally lower with better protection which translates into lower losses; the cost is higher in areas that have lower levels of protection which often translates into higher losses. Many insurers still rely on this information, at least partially, to set their fire insurance rates.

According to ISO, many communities receive split classifications which were revised in 2014 to reflect the risk of loss, more precisely. An example of the split classification is 4/4X. The first number refers to the classification of properties within 5 road miles of a fire station and within 1,000 feet of a creditable water supply. The second number applies to properties within 5 road miles of a fire station, but beyond 1,000 feet of a creditable water supply. ISO generally assigns Class 10 to properties beyond 5 road miles. The X classification replaced the former 9 portions of a split classification, respectively. For example, a community formerly graded as a split 4/9 will change to a split 4/4X.

Based on the most recent November 2019 ISO evaluation (which was effective 3/1/2020), the Brewster Fire Department was awarded **83.11 points** out of a possible 105.5 for a rating of Class **2/2X**. **This placed the Department in the top 5% of fire departments across the country.** **This is an excellent rating that reflects the overall quality of the department and the systems that have been put into place. The Brewster Fire Department should be commended for this accomplishment.** Figure IV-25, below, provides a graphical representation of the rating distribution across the United States while Figure IV-26 shows the same information for Massachusetts.

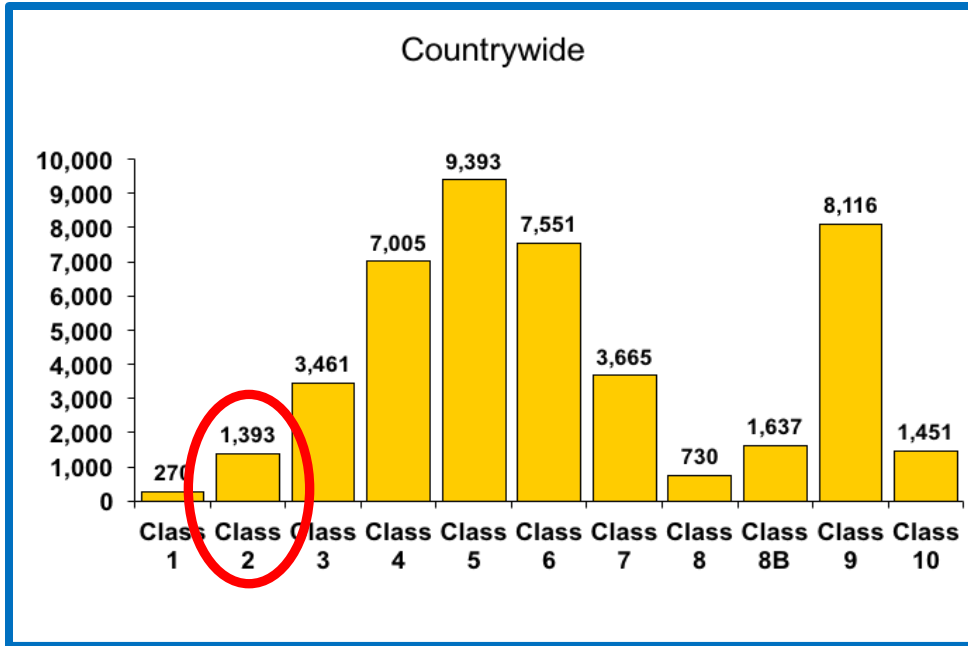


FIGURE IV-25: INSURANCE SERVICE OFFICE RATING DISTRIBUTION CHART - COUNTRYWIDE
Source: ISO

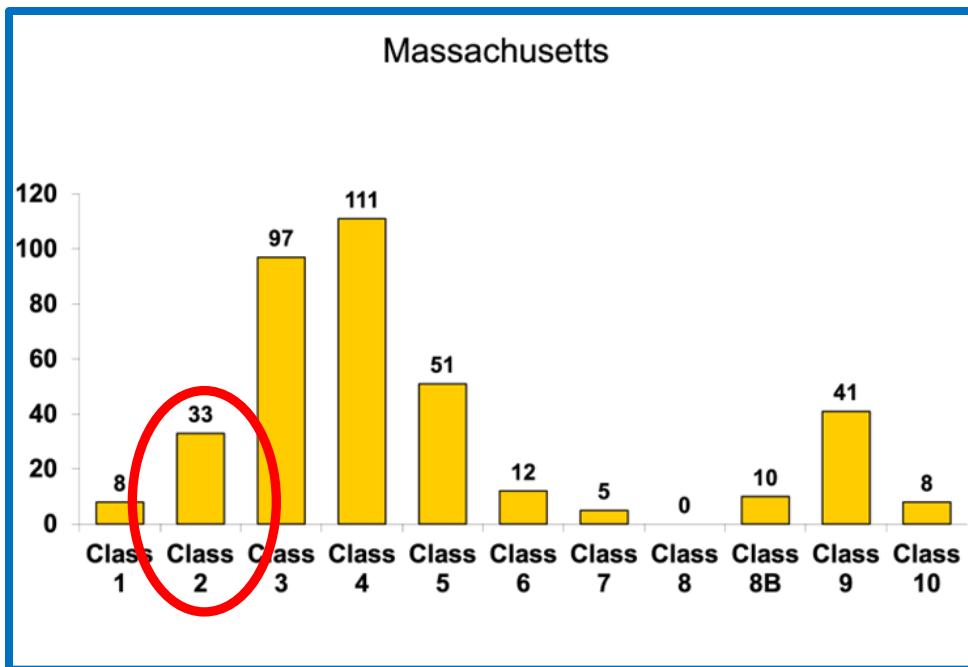


FIGURE IV-26: INSURANCE SERVICE OFFICE RATING DISTRIBUTION CHART - MASSACHUSETTS
Source: ISO

Looking deeper into the ratings, the Brewster Fire Department is currently rated with 35.77 out of a possible 50 points; Emergency Communications (E-911, dispatch and communications) – 9.78 points out of a possible 10 points; and Water Supply is rated at a 38.00 out 40 points (Figure IV-27). This means that the most improvement is possible within the areas of the fire department.

For the 2019 evaluation the areas where Brewster was the weakest and consequently lost the most points was for company personnel, and deployment analysis. Based upon the ISO evaluation if the Town of Brewster adopts future staffing recommendations for the Brewster Fire Department contained within this report, the department should receive additional credit for both Deployment Analysis and Company Personnel.

The Community Risk Reduction section of the FSRS offers a maximum of 5.5 points, resulting in 105.5 total points available in the FSRS. The inclusion of this section for “extra points” allows recognition for those communities that employ effective fire prevention practices, without unduly affecting those who have not yet adopted such measures. In 2019, the Brewster Fire Department received 4.25 points for community risk reduction. This suggests that as indicated in other areas of this report, the Brewster Fire Department has a well-developed and well managed fire prevention function.

FSRS Feature	Credit Granted to Brewster	Credit Available
Emergency Communications		
<ul style="list-style-type: none"> • Credit for Emergency Reporting • Credit for Tele-communicators • Credit for Dispatch Circuits 	<p>3.00</p> <p>4.00</p> <p>2.78</p>	<p>3</p> <p>4</p> <p>3</p>
Communications Total	9.78	10
Fire Department		
<ul style="list-style-type: none"> • Credit for Engine companies • Credit for Reserve Pumpers • Credit for Pump Capacity • Credit for Ladder Service • Credit for Reserve Ladder, Service Trucks • Credit for Deployment Analysis • Credit for Company Personnel • Credit for Training • Credit for Operational Considerations 	<p>6.00</p> <p>0.50</p> <p>3.00</p> <p>3.85</p> <p>0.00</p> <p>3.36</p> <p>9.15</p> <p>7.91</p> <p>2.0</p>	<p>6</p> <p>0.5</p> <p>3</p> <p>4</p> <p>0.5</p> <p>10</p> <p>15</p> <p>9</p> <p>2.0</p>
Fire Department Total	35.77	50
Water Supply		



FSRS Feature	Credit Granted to Brewster	Credit Available
Emergency Communications		
<ul style="list-style-type: none"> Credit for Supply System Credits for Hydrants Credit for Inspection and Flow Testing 	<p>30.00</p> <p>3.00</p> <p>5.00</p>	<p>30</p> <p>3</p> <p>7</p>
Water Supply Total	38.00	40
Divergence	-4.69	---
Community Risk Reduction	4.25	5.50
Total FSRS Credit	83.11	105.5

FIGURE IV-27: BREWSTER FIRE DEPARTMENT ISO FSRS ANALYSIS – 2019

RECRUITMENT, TRAINING & PROFESSIONAL DEVELOPMENT

It is essential for modern fire departments to maintain state-of-the-art recruitment, training, and professional development initiatives. The Brewster Fire Department has a reputation for having a positive and professional work environment; however, the department has struggled with recruitment and retention as the department is slower than many other Cape departments, the Town has few fires, and the pay scale has significantly lagged behind other area fire departments. The Town is aware of the latter issues and is taking steps to incrementally increase pay to make Brewster’s compensation package more competitive, and thus a more desirable place to work.

As a non-civil service agency, the fire department can conduct its own recruiting, background checks, psychological profile, and pre-employment physical examination. Because of difficulties with recruiting personnel who are already firefighter/paramedics, and the time commitment for firefighters to earn paramedic certification (2,000 +/- hours), the department attempts to recruit personnel who are already certified paramedics but not firefighters. The theory is that it is less time consuming to send these personnel to the firefighting academy than vice versa. This is an innovative approach that may be beneficial to the Department’s recruitment and retention. Captains are promoted based on the results of an independent third party written examination based upon a reading list designated by the Fire Chief. This is followed by an assessment center examination utilizing independent, outside evaluators along with a review of their education and personnel record.

In order to be eligible for promotion to captain, a firefighter must have served as a Brewster firefighter for at least two (2) years. There are no other pre-requisites at the current time.



The coordination of fire training is assigned to a Captain in addition to their normal shift responsibilities. They prepare a monthly training calendar that is followed by each shift officer daily. This calendar covers all required ISO training, along with an array of other firefighting topics. Although not a formal lesson plan, the training calendar summarizes what should be done and establishes the training objectives that are to be met. Daily training activities are frequently interrupted by emergency calls, which makes it difficult at times for officers to complete the required training regimen each month.

The fire department has the advantage of having its own training facility including a smoke room located in the station. As a result, Brewster firefighters can conduct more extensive drills and exercises than most fire departments of similar size. Mutual aid departments can use the facility on request.

Each Firefighter receives 36 hours of training time annually (July to June). This time is for participation in any department offered training outside the normally required daily training. These funds are included in the overtime budget and are available for any offered or approved third party training. The department received an AFG grant in the amount of \$152,674 for overtime and related expenses for Fire Instructor and Fire Officer training that was offered in 2021 and 2022 and was made available to other fire departments in the mutual aid system. The department also provides time off for attending regional and national conferences, seminars, and advanced training programs such as those offered by the Massachusetts Firefighting Academy or the National Fire Academy. In addition, the department brings in third-party experts to conduct hands-on training in Brewster. In 2023, the department hosted training on man in machine, forcible entry, and live fire training opportunities. Dive and technical rescue personnel also train monthly.

As this report was being finalized in August 2023, the BFD was awarded a 2022 AFG grant for \$91,579.79. The grant will cover instructor costs, and overtime/coverage overtime for all department personnel to receive 61.5 hours of NFPA/ISO compliant driver training, and pump and aerial operator training provided by the Massachusetts Fire Academy.

The Department's EMS Coordinator offers high-quality EMS training and continuing education to the Department's personnel. This ensures that EMS personnel maintain their skills and acquire the necessary training hours for their biennial re-certification.

FIRE PREVENTION AND COMMUNITY RISK REDUCTION

The core service that a fire department provides to the public it serves begins with fire prevention. As with training in the previous section, fire prevention activities – also referred to today as Community Risk Reduction or CRR activities - likewise are one of the most important missions that the modern-day fire and rescue service is involved in. A comprehensive fire protection system needs to include, at a minimum, the key functions of fire prevention, code enforcement, inspections, and public education. Preventing fires before they occur and limiting the impact of those that do should be priority missions of every fire rescue organization. Educating the public about fire safety and teaching them appropriate behaviors on how to react should they be confronted with a fire is also an important life safety responsibility of the fire department.

Fire suppression and response, although necessary to protect property, have minor impact on preventing fires. Rather, it is public fire education, fire prevention, and built-in fire protection systems that are essential elements in protecting citizens from death and injury due to fire, smoke inhalation, and carbon monoxide poisoning. The fire prevention mission is of utmost importance, as it is the only area of service delivery that dedicates 100 percent of its effort to the reduction of the incidence of fire.

Fire prevention should continue to be promoted as a key component of services provided by the Brewster Fire Department and should be designated as a major aspect of its primary mission. Aggressive fire prevention programs are the most efficient, and cost-effective, way to reduce fire risks, fire loss, and fire deaths and injuries in the community. Fire prevention is a key responsibility of every member of the fire service, and fire prevention activities should, to the extent possible, include all personnel.

Fire prevention should truly be approached in a systematic manner and various community stakeholders have a vested interest and/or responsibility in this endeavor. It has been estimated that 70% to 75% of all the requirements found in building/construction and related codes are related in some way to fire protection and safety.



Figure IV-28: FIVE ES OF PREVENTION IN A COMMUNITY RISK REDUCTION PROGRAM.

Image credit: www.beaherosaveahero.org

Understanding and addressing only one element will not lead to a successful program. All five “E’s” must be integrated into every program for it to be effective²¹ (Figure IV-28). Strong fire prevention codes have been shown to be extremely effective means to reduce risk in a community. Fire alarm and sprinkler system mandates for not only commercial buildings but all occupancies including single family dwellings dramatically reduces fire risk and increases life safety. Code implementation that does not require these creates an increased risk. Strong code provisions and enforcement have demonstrated a greater ability to decrease fire problems than continuing to acquire more traditional fire department resources.

The Brewster Fire Department does have an active fire prevention and community risk reduction program in place. These include fire prevention and code enforcement functions, along with an all-hazards risk reduction approach to public education. The bureau is responsible for fire safety inspections, fire code compliance, fire protection system plans reviews, fire code permits, the community risk reduction initiative, fire investigations, and public fire safety education. The Fire Prevention Bureau coordinates its activities closely with the town’s Building Department and participates in the review of new residential and commercial construction and all projects that go before the Planning Board and the Zoning Board of Appeals.

These activities are carried out by the Department’s fire inspector, a position that was vacant at the time of this study. At the time of this assessment the department was in the process of hiring one of the two remaining call personnel to fill the vacancy. In the interim these duties were being handled by the Chief or Deputy Chief.

Public education efforts focus on youth fire prevention education, juvenile fire setter intervention, senior citizen fire and safety education, and overall community health and wellness. The public education program presentations include the state sponsored SAFE and senior SAFE programs, Home Forever Program, ALICE, Stop the Bleed, CPR/AED, Citizens Fire Academy, Fire Extinguisher Training, and the traditional Fire Safety in Schools Programs.

Commendably, the fire department has expanded its fire prevention activities by embracing the relatively new concept of community risk reduction (CRR). CRR is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources to reduce their occurrence and impact. A CRR program enables the town to identify risks and develop preventive strategies to mitigate those risks. Risk reduction initiatives will help to contain the impact of growth, demographic changes, and climate change (e.g., increase in magnitude and frequency of severe weather events, etc.) on emergency response agencies. Code enforcement and public fire safety education efforts are effective strategies to reduce serious fire events. As

²¹ <http://www.beaherosaveahero.org/2013/10/community-risk-reduction-crr-overview/> February 5, 2016

existing building stock is replaced, renovated, or updated, it can be brought into compliance with modern building and fire codes, thus reducing risk.

The fire department is ideally positioned to lead the town's CRR efforts because of its knowledge of community risks (natural, manmade, and technological), its track record in fire prevention and public education, and its role in emergency medical services. Guidance on the development and implementation of a CRR program is found in Standard on Community Risk Assessment and Community Risk Reduction Plan Development (NFPA 1300, 2020 edition). The CRR initiative will complement and enhance other strategic planning initiatives, such as economic development, hazard mitigation, emergency management, and capital improvement. The fire department should be given a broad mandate to lead the town's CRR initiative, which should include a wide range of town departments and community stakeholder groups.

DIVERSITY AND CULTURAL AWARENESS

Diversity and cultural awareness are important considerations in communities that wish to provide the highest level of equitable services to all of its citizens. Many fire departments throughout the U.S. have learned the value of a diverse workforce and know that they can provide a higher level of service when its members can self-identify with the population they serve. Customer satisfaction and community acceptance and support generally increase with diversity. In particular, the delivery of emergency medical care has been shown to improve, particularly when barriers such as gender, language, and physical appearance are removed.

Most fire departments in the United States are predominantly white and male, and the Brewster Fire Department is no exception. This is not a criticism, but simply a recognition that the current workforce could face significant challenges as it provides emergency services. However, with three female firefighters which represent 13.0% of the department's operations staffing, the department is ahead of many other departments MRI has evaluated. The Town of Brewster and Brewster Fire Department should be commended for this diversity.

Continuing to increase diversity within the workforce of the Brewster Fire Department and ensuring equity in the delivery of fire department services should be a long-term goal of the town, but the first steps should be initiated immediately. For example, a vision for diversity should be established; recruitment efforts should include enthusiastic outreach to women and community-based minority partners; all personnel, especially supervisors, should receive ongoing training and awareness on diversity and equity; and policies and procedures should be updated to ensure equity in the workplace. Numerous resources for strengthening fire service diversity are available from organizations such as the International Association of Fire Chiefs, International Association

of Fire Fighters, International Association of Women in Fire & Emergency Service, and the U.S. Fire Administration.

ADMINISTRATIVE SERVICES

Fire department administrative services and office management activities are handled by an administrative assistant at fire headquarters. The primary responsibilities of the administrative assistant include, but are not limited to, the following:

- Payroll
- Billing and accounts payable
- Administrative support to the Fire Chief and Deputy Fire Chief
- Fire department and emergency management budget support
- Administrative support to fire prevention bureau (scheduling of inspections, permitting, etc.)
- Grant support
- Answering public inquiries

The administrative assistant performs her functions with a combination of computerized and manual functions. Financial transactions are handled on the town's Munis enterprise resource planning system. Because the Munis system does not recognize the fire department's 42-hour average workweek schedule, payroll must be calculated manually before being submitted to the finance department.

Many of the procedures and activities of the administrative assistant are not documented and backup support when she is on personal leave is limited to the Fire Chief and Deputy Chief.

BREWSTER INTERDEPARTMENTAL RELATIONS

Interviews with the Town Manager, Assistant Town Manager, several other department heads, and the Chairman of the Select Board revealed that the fire department is highly respected within the town government and the Fire Chief and Deputy Fire Chief are known for their cooperation, collaboration, and support of their colleagues. The MRI study team was impressed with the high level of professionalism, collaboration, and mutual respect that was exhibited by all department heads.

RECOMMENDATIONS

- IV-1:** *The Brewster Fire Department should continue its practice of utilizing part-time seasonal personnel to maintain/enhance minimum shift staffing particularly during the busy vacation/tourist season.*
- IV-2:** *While the Fire Prevention Officer can be utilized to assist with staffing the second or third ambulance, when necessary, during simultaneous or overlapping incidents, he/she should not normally be utilized to maintain minimum shift staffing as this takes him/her away from his/her primary CRR responsibilities.*
- IV-3:** *As part of its ongoing statistical analysis of operational performance, the Brewster Fire Department should track the number of call backs that are sounded each year and the number of personnel who respond.*
- IV-4:** *The Chief and Deputy Fire Chief, in conjunction with the Town's Human Resources Director, should explore ways to address/improve the underlying organizational culture that can impact internal morale.*
- IV-5:** *The Town of Brewster should continue to work to incrementally improve the compensation package for members of the Brewster Fire Department in an effort to make it more competitive with other Cape Cod departments and assist with better recruiting and retaining personnel long-term.*
- IV-6:** *The Town of Brewster should continue to evaluate the organizational structure of the Brewster Fire Department in an ongoing matter to ensure that it meets the needs of the community it services, the expectations of the community, and the department itself.*
- IV-7:** *The Brewster Fire Department should work with the BCSO RECC leadership to identify any potential ways to reduce call processing time (from receipt of the call to dispatch of the incident) with the goal of attempting to achieve a 90th percentile time of not more than 64 seconds as recommended in NFPA 1710. Reducing call processing time can assist with leading to improved overall response times.*
- IV-8:** *The Brewster Fire Department should work with the BCSO RECC leadership to ensure that incident turnout and travel times are recorded separately for each incident to allow proper analysis of response data. In addition, the first unit on scene time for fire incidents should be a fire truck not an ambulance or command/staff officer.*
- IV-9:** *After the above recommendation is implemented the Brewster Fire Department should further analyze their response time data, and if necessary, work to identify potential*

ways to reduce incident turnout time with the goal of attempting to achieve a 90th percentile time of not more than 60 seconds for EMS incidents and 80 seconds for fire incidents as recommended in NFPA 1710. Turnout time is the response time component that the agencies have the most direct control over which can lead to reduced overall response times.

IV-10: *The Brewster Fire Department should enhance their data collection and analysis to include 80th and 90th percentile turnout and travel times as recommended in NFPA 1710. Having these more conservative times available will provide a more accurate response assessment and allow for better long- range master planning.*

IV-11: *The Brewster Fire Department should enhance its existing pre-fire planning program into a comprehensive one for all structures other than one (1) and two (2) family dwellings. This includes every business, commercial and industrial occupancy (including schools, churches, etc.) in the town. Pre-planning will improve the firefighters' knowledge of the specific tactics needed to handle a fire or other emergency at a facility and will alert them to on-site hazards and risks. Pre-fire/incident plans should be reviewed regularly and tested by periodic table-top exercises and on-site drills.*

IV-12: *Appropriate pre-planning software – such as the AWARE module for Mobile CAD - should be obtained and installed in apparatus mobile data terminals (MDTs) in all apparatus and command/staff vehicles including ambulances.*

IV-13: *The Brewster Fire Department should continue to pursue the acquisition of mobile data terminals (MDT's) in all frontline apparatus and supply each unit with reliable mobile internet connectivity such as the AT&T FirstNet network which includes mobile hot spots or routers for in vehicle use throughout the district.*

IV-14: *The Brewster Fire Department should establish a formal “performance “improvement” process for fire suppression operations. The process should include the adoption of performance standards such as NFPA 1710, including on scene performance indicators such as:*

- *On-scene to charged line at the front door of a structure fire: two minutes or less, 90% of the time.*
- *Water from hydrant to supply engine: three minutes or less, 90% of the time.*

IV-15: *The Brewster Fire Department should consider revising their EMS response procedures as follows:*

- *When staffing is at five personnel:*

- ❖ *Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. The three personnel remaining are now available for fire duty, or can handle a second ambulance call, if necessary. If they require additional assistance, they can request the engine to respond.*
- ❖ *Two personnel respond on the ambulance and three personnel respond on the engine to Charlie, Delta, and Echo, or Priority 1 and 2 calls. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew. The two additional personnel can return to station with the engine and await the arrival of off duty personnel. They can also handle a second ambulance call.*

➤ **When staffing is at four personnel:**

- ❖ *Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. If they require additional assistance, they can request the engine to respond. The remaining two personnel are still available for fire duty, or, can handle a second ambulance call.*
- ❖ *Two personnel respond on the ambulance to Charlie, Delta, and Echo, or Priority 1 and 2 calls. The remaining two personnel respond with the engine to assist. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew. The one remaining person can return to station with the engine and await the arrival of off duty personnel. Off duty personnel reporting back for duty would now provide fire response, or response to a second ambulance call.*

IV-16: *The Brewster Fire Department should consider a procedure that Alpha level, or Priority 3 EMS calls are responded to without light or sirens. Consideration should also be given to making hospital transport calls that are non-emergent and the patient is stable, without lights and sirens. It is safer for responding personnel, general citizens, and the patient, to reduce the number of times that red lights and sirens are utilized.*

IV-17: *The Brewster Fire Department should work internally to ensure all EMS related incidents are properly classified as either advanced life support (ALS) or basic life support (BLS) criterion, based upon the actual situation found on scene.*

IV-18: *The Town of Brewster and Brewster Fire Department should consider designating the position of EMS coordinator as a full time, Captain (or Captain equivalent) position which is tested for as part of a promotional process. This position should continue to*

have the requirement that the person holding it must be a currently certified paramedic and hold that certification for the duration of their time in the position.

IV-19: *The Town of Brewster and Brewster Fire Department should actively explore the feasibility of implementing some type of community based mobile integrated health care (Community Paramedicine) in an attempt to provide better service to the community, and possibly increase their EMS revenue.*

IV-20: *The Brewster Fire Department should strive to have a minimum of 16/17 firefighting personnel on the scene of every single-family residential structure fire within 8 minutes of the time that units are responding. For fires in multi-family residential buildings and commercial occupancies, a minimum of 27/28 personnel should be on scene within 8 minutes of the time that units are responding in order to be able to establish a full effective response force. Even if additional permanent staffing is added to the BFD as recommended in this report the use of automatic aid and mutual aid will need to continue and should be enhanced, based upon the type of occupancy a reported fire is in. This should be the department's highest priority.*

IV-21: *The Town of Brewster and Brewster Fire Department should incrementally hire additional firefighters to enhance daily on duty staffing to an eventual level of seven (7) personnel assigned to each shift.*

IV-22: *The Town of Brewster should authorize the Brewster Fire Department to apply annually over the next several application periods for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant to fund the incremental hiring of a total of nine (9) additional personnel (two per shift plus a full-time EMS Officer) over the next several fiscal years citing an increasing call volume, a high percentage of senior citizens, loss of the department's call force, and a desire to improve overall operational effectiveness, efficiency, and safety.*

IV-23: *Even if the application for the SAFER grant is not successful, the Town of Brewster should still provide funding to incrementally increase Brewster Fire Department staffing over the next several fiscal years. A suggested timeline would be:*

- *FY 2025 – Hire four (4) additional personnel to increase shift staffing to six (6) personnel with a minimum of five (5) on duty (off season only).*
- *FY 2026 – Hire one (1) additional person to allow for the creation of the full-time EMS officer position and the possible implementation of a MICU/CIP program. Promote four (4) firefighters to the rank of Lieutenant.*

- **2028 – Hire four (4) additional personnel to increase shift staffing to seven (7) personnel with a minimum of six (6) on duty (off season only).**

IV-24: *As recommended above, in FY 2026, the Town of Brewster should consider creation of the position of Lieutenant on each shift in the Brewster Fire Department to allow for a continued appropriate span of control as recommended under the Incident Management System (IMS). The position of Lieutenant will also ensure that all persons serving in the capacity of an officer and/or shift commander has an adequate level of training and experience to fulfill the myriad additional duties and responsibilities of officer positions competently and confidently.*

IV-25: *In FY 2029 and/or 2030, after the above recommended staffing increases are implemented the Town of Brewster and Brewster Fire Department should evaluate the impact of the enhanced staffing levels and its impact on both fire and EMS operations. The purpose of this evaluation will be to determine if seven (7) personnel per shift is adequate, or if additional staffing may still be indicated.*

IV-26: *At all staffing levels, the Brewster Fire Department should continue to utilize part-time personnel to supplement staffing level and maintain maximum shift staffing during peak season between Memorial Day and the end of September.*

IV-27: *Even if the Town of Brewster is unsuccessful at its first SAFER application, the Town and Brewster Fire Department should apply again in subsequent years to seek funding for the recommended increase in personnel to provide enhanced operations to the Town.*

IV-28: *The Brewster Fire Department should implement an operational procedure to have an engine respond immediately (even if it must be requested from mutual aid) with the ambulance on every motor vehicle crash to provide a blocking vehicle to protect the ambulance and personnel operating on the incident scene from being struck by an inattentive motorist. The need for the use of blocking vehicles to help keep emergency responders safe during highway and roadway incidents has become a much more important necessary and significant part of the emergency response system.*

IV-29: *The Brewster Fire Department should consider the implementation of a company-level inspection program, integrated with a pre-fire/incident planning program as part of its comprehensive community risk reduction program.*

IV-30: *The Brewster Fire Department should consider the implementation of a voluntary home survey/inspection program with an all-hazards focus. This type of program can be particularly beneficial in a community with a high percentage (35.1%) of senior citizens.*

CHAPTER V

FIRE DEPARTMENT FINANCIAL OPERATIONS

Financial operations in the Brewster Fire Department are not limited to developing and implementing an annual budget. Revenue from ambulance transports provide a significant offset to fire department expenditures but requires oversight of a complex third-party billing system. In addition to ambulance billing revenue, the department receives supplemental Medicaid funding through the MassHealth Ambulance Certified Public Expenditure (CPE) program. The fire department has been highly successful in applying for and receiving grants for equipment and personnel from both federal and state government sources. Fees for various permits that are issued by the fire department provide a modest revenue source.

ANNUAL BUDGET

The town website provides a transparent view of all department budgets and total expenditures for the previous three (3) fiscal years. The budget narrative includes each department’s mission statement, previous fiscal year accomplishments, current fiscal year goals and initiatives, and budget highlights. Citizens can easily refer to the “Budget Increase Rationale Forms” in order to understand the reasons for a specific request for increased funding.

The BFD strategic plan (2022-2026) calls for the coordination of departmental budget planning with an annual review of the strategic plan. A three (3) year look-back forms the basis for the proposed fiscal year operating and capital budgets, and department members provide input on major capital acquisitions.

As with any career fire department, the majority of the BFD budget is dedicated to wages and salaries. In the FY 2023 budget, wages and salaries account for 79% of the total budget. Until FY 2023, overtime expenditures have been proportionately stable, accounting for 14% of salaries and wages in FY 2020 and FY 2021, and 13% of salaries and wages in FY 2022. The FY 2023 overtime budget has been increased by \$120,000 to \$424,700, or 17% of overall wages and salaries (note: \$20,000 of the overtime increase was transferred from the part-time wage account). The department has justified this increase with the following rationale:

- Reduced call firefighter staff.
- Need to provide mandatory five (5) man minimum staffing levels [i.e., filling shift vacancies caused by vacations, sick leave, injury, resignations/retirements, etc.].²²
- Contractual COLA and step increases that impact overtime rates.
- Contractual increase in firefighter elective training time (from 24 to 36 hours).

²² Bracketed [] language added by MRI study team.

- Cost of regional housing preventing members from living within the required 15 miles living radius requiring additional on duty staff.
- Lack of year-round rental opportunities preventing members from living within the requirement 15 mile living radius requiring additional on-duty staff.
- Reduced numbers of staff available for off-duty callback.

In spite of the increase in overtime wages, the BFD FY 2023 budget reflected just a 0.65% increase over the FY 2022 budget, which is remarkable given the increased labor costs and inflationary increases in equipment and supplies. The MRI study team is concerned that future “level funding” initiatives will result in on-going cuts to discretionary expenditures such as training, equipment, and fire prevention that will result in decreased departmental readiness and skill levels.

CAPITAL PLANNING

Long-range capital planning ensures that apparatus and major equipment is replaced on a timely basis based on usage and condition and in accordance with best practices and nationally recognized standards, such as NFPA 1901, *Standard for Automotive Fire Apparatus*. Fire department capital planning efforts are coordinated with the town’s capital planning to ensure that capital budgets are stabilized to avoid large swings from year-to-year. The BFD strategic plan (2022-2026) calls for the department to maintain a comprehensive plan for replacing ambulance, fire service, and support vehicles and equipment.

Fire department capital planning is especially important due to the extended time for delivery of fire apparatus and ambulances, which is currently two (2) to three (3) years. Delivery time frames should be built into the capital acquisition schedule, and higher than inflation cost increases should be anticipated.

AMBULANCE BILLING & REVENUE

The Brewster Fire Department provides both basic life support (BLS) and advanced life support (ALS) emergency medical services. BLS can be provided by personnel who are certified as emergency medical technicians-basic (EMT-B), while ALS can only be provided by paramedics. All Brewster firefighters are certified as EMTs or as paramedics.

Billing rates are aligned with the framework established by the Centers for Medicare and Medicaid Services (CMS) (Figure V-1). The rates were last revised by the town in 2019 and are comparable to the rates charged by neighboring communities.

<u>Type of Charge</u>	<u>HCPCS*</u>	<u>Amount Charged</u>
ALS Non-Emergency Basic Rate	A0426	\$ 1,950.00
ALS1 Emergency Basic Rate	A0427	\$ 1,950.00
ALS2 Emergency Basic Rate	A0433	\$ 3,037.99
BLS Emergency Basic Rate	A0429	\$ 1,205.00
BLS Non-Emergency Basic Rate	A0428	\$ 1,205.00
Mileage	A0425	\$ 32.00
Non-Covered Mileage	A0888	\$ 32.00
Specialty Care	A0434	\$ 3,462.00

*Healthcare Common Procedures Coding System

FIGURE V-1: BREWSTER AMBULANCE BILLING RATES

The billing categories are defined by CMS regulations found in 42 CFR Ch. IV §414.601 Subpart H:

Advanced life support (ALS) intervention means a procedure that is, in accordance with State and local laws, required to be furnished by ALS personnel.

Advanced life support, level 1 (ALS1) means transportation by ground ambulance vehicle, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention.

Advanced life support, level 2 (ALS2) means either transportation by ground ambulance vehicle, medically necessary supplies and services, and the administration of at least three medications by intravenous push/bolus or by continuous infusion, excluding crystalloid, hypotonic, isotonic, and hypertonic solutions (Dextrose, Normal Saline, Ringer's Lactate); or transportation, medically necessary supplies and services, and the provision of at least one of the following ALS procedures:

- (1) Manual defibrillation/cardioversion.
- (2) Endotracheal intubation.
- (3) Central venous line.
- (4) Cardiac pacing.



(5) Chest decompression.

(6) Surgical airway.

(7) Intraosseous line.

Basic life support (BLS) means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by at least two people who meet the requirements of state and local laws where the services are being furnished. Also, at least one of the staff members must be certified, at a minimum, as an emergency medical technician-basic (EMT-Basic) by the State or local authority where the services are furnished and be legally authorized to operate all lifesaving and life-sustaining equipment on board the vehicle.

Specialty care transport (SCT) means interfacility transportation of a critically injured or ill beneficiary by a ground ambulance vehicle, including medically necessary supplies and services, at a level of service beyond the scope of the EMT-Paramedic. SCT is necessary when a beneficiary's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area, for example, nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.

The town bills for ambulance transport services in accordance with the above rate schedule. However, Medicare, Medicaid, and private insurance companies establish allowable rates, i.e., the amount that they actually pay, that are significantly lower than the town's rate schedule.

The town has established an ambulance fee waiver policy that establishes the criteria for "writing off" billed amounts based on hardship or other conditions as approved by the Select Board.

Because of the complexities of CMS and state regulations, the wide range of procedures, established by private insurance companies, and the confidentiality requirements of the Health Insurance Portability and Accountability Act (HIPAA), the town has contracted with a third-party billing service that specializes in ambulance billing. The current contractor, COMSTAR Ambulance Billing Service, is paid 2.5% of the amount it collects, which is competitive with similar ambulance billing companies.

The MRI study team reviewed ambulance transport revenues for the past three (3) years. Collection rates improved significantly between FY 2021 and FY 2022. Payments continue to be received for FY 2023, but the most recent revenue numbers indicate that the collection rates are on track to be at least equal to or better than FY 2022. Uninsured individuals account for the greatest amount of uncollected (or written-off) revenue, while the highest proportion of revenue (97.28% over three years) comes from Medicare, Medicaid, and private insurers. The average collection rate based on allowable rates over the past three (3) years is 75.52%.

	<u>PAYMENT TYPE</u>	<u>TRANSPORTS</u>	<u>CHARGES</u>	<u>ALLOWABLE</u>	<u>COLLECTED</u>	<u>% COLLECTED</u>
FY 2021	Insurance	1234	\$2,766,320.13	\$832,077.78	\$751,867.30	90.36%
	Veterans Administration Self-Pay	2	\$4,924.00	\$4,924.00	\$- 0	0.00%
		136	\$315,060.96	\$305,987.26	\$16,498.39	5.39%
	Total FY 2021	1372	\$3,086,305.09	\$1,142,989.04	\$768,365.69	67.22%
FY 2022	Insurance	1432	\$3,215,136.46	\$957,423.36	\$914,549.42	95.52%
	Veterans Administration Self-Pay	3	\$5,736.00	\$5,736.00	\$5,736.00	100.00%
		74	\$164,564.95	\$153,970.63	\$23,906.98	15.53%
	Total FY 2022	1509	\$3,385,437.41	\$1,117,129.99	\$944,192.40	84.52%
FY 2023	Insurance	1448	\$3,330,617.82	\$1,076,397.50	\$901,006.13	83.71%
	Veterans Administration Self-Pay	4	\$10,008.00	\$10,008.00	\$5,180.00	51.76%
		68	\$154,608.98	\$148,035.38	\$20,392.78	13.78%
	Total FY 2023	1520	\$3,495,234.80	\$1,234,440.88	\$926,578.91	75.06%
3-YR AVERAGE TOTAL		1467	\$3,322,325.77	\$1,164,853.30	\$879,712.33	75.52%

FIGURE V-2: AMBULANCE TRANSPORT REVENUES

The average total charge per ambulance transport has remained relatively stable over the past three (3) years with a modest increase in FY 2023. The average allowable charge per transport has decreased slightly since FY 2021. FY 2022 saw the highest average collected revenue of the past three years.

<u>FISCAL YEAR</u>	<u>AVERAGE CHARGE</u>	<u>AVERAGE ALLOWABLE</u>	<u>AVERAGE COLLECTED</u>
2021	\$2,249.49	\$833.08	\$560.03
2022	\$2,243.50	\$740.31	\$625.71
2023	\$2,299.50	\$812.13	\$609.59
3-YR Average	\$2,264.16	\$795.18	\$598.44

FIGURE V-3: AVERAGE AMBULANCE CHARGES & COLLECTIONS, FY 2021-2023



Each year, the fire department applies for and receives supplemental Medicaid funding through the MassHealth CPE for Public Ambulance program. This year, the town received **\$136,529.00** which was deposited in the ambulance revenue account.

Ambulance transport revenues are robust and offset a significant portion of the fire department annual budget. However, EMS services throughout the United States are facing significant challenges to their financial stability. These challenges include:

- Reduction in allowable amounts paid by private insurance companies.
- Delays in payments by private insurance companies.
- Medicare/Medicaid allowable costs do not keep pace with inflation or operational cost increases.
- Significant increases in the cost of EMS supplies and equipment.
- Significant increases in the cost of new ambulances and ambulance refurbishment.

The fire department and the Town are not immune to these challenges, which in future years could result in reductions in revenue and increases in operational costs that outpace current expectations.

The BFD strategic plan (2022-2026) includes an action plan for ambulance reimbursements, with a focus on staying competitive with ambulance billing rates and fostering a strong relationship with the third-party ambulance billing party.

PERMITS:

BFD issues permits for several types of inspections or hazardous processes that require fire department oversight. A fee of \$40 is charged for oil tank inspections, certificates of compliance for smoke and carbon monoxide alarms (required at the time of real estate transfer), and fire alarm installation final inspection. A fee of \$10 is charged for open burning permits. A total of \$19,320 was collected for permit fees in FY 2023.

GRANTS:

BFD has been aggressive and forward-thinking in seeking and receiving grants for equipment and personnel. Since 2010, the town has received a total of **\$2,021,879.71** in grants. The BFD should be commended for these efforts and their success at obtaining these very competitive grants.

The primary source of the grant funds has been the Assistance to Firefighters (AFG) grant program that is administered by the Federal Emergency Management Agency (FEMA). The goal

of the AFG program is to fund critically needed resources to equip and train emergency personnel, enhance efficiencies, and support community resilience. With AFG funds, BFD has obtained communications equipment, personal protective equipment (PPE), personal escape devices and training, self-contained breathing apparatus (SCBA), cardiac monitors, electrically powered ambulance stretchers/loading devices, extrication equipment, a fire safety education trailer. Most impressively, the department received **\$152,674.00** for fire instructor and fire officer training that was made available to other fire departments in the mutual aid system.

As this report was being finalized in August 2023, the BFD was awarded a 2022 AFG grant for **\$91,579.79**. The grant will cover instructor costs, and overtime/coverage overtime for all department personnel to receive 61.5 hours of NFPA/ISO compliant driver training, and pump and aerial operator training provided by the Massachusetts Fire Academy.

In 2016, BFD was successful in receiving a FEMA Staffing for Adequate Fire and Emergency Responses (SAFER) grant, which supported funding two (2) firefighter/paramedic positions for three (3) years. Future SAFER grants could provide the initial funding for expanding fire and EMS staffing in Brewster.

BFD has also received grant funding from state sources that included a SCBA mask fit decontamination machine, portable radios, mobile communication equipment, rescue saws, and radio software.

The BFD strategic plan (2022-2026) calls for continued efforts to pursue federal and state grant funding, investigate untapped grant funding sources, and utilize the expertise of the town's project manager.

While obtaining grants for essential equipment, training, and staffing is highly commendable, the department and the town should always be prepared to fund these activities with the town budget. There is no guarantee that grant funds will be available in the future at the state or federal level, and there is no guarantee that the town will be a successful applicant.

SOURCES OF ADDITIONAL FUNDING:

The BFD strategic plan (2022-2026) has identified several potential sources of revenue that could be explored by the town:

- Retail marijuana tax directed to offset public safety costs.
- Short-term rental tax.
- Establishment of a community paramedicine program.

In assessing the feasibility of alternative revenue sources, consideration should be given to the cost of administering the collection of revenue, both in terms of direct costs as well as administrative time that detracts from the primary mission of the fire department.

Community paramedicine calls for the use of fire department paramedics to provide in-home follow-up care to patients as an alternative to traveling to a medical facility or doctor's office. Patients may need medical attention post-surgery or due to a chronic condition, and a fire department community paramedicine program is a cost-effective and easily scheduled alternative to treatment in an out-patient facility or live-in nursing home. Community paramedicine pilot programs can be initiated under the auspices of a local hospital and are an effective use of paramedic resources when not responding to emergencies.

RECOMMENDATIONS

V-1: The Town of Brewster should continue to closely monitor the use of overtime and identify strategies to contain overtime costs. Such strategies could include the following:

- ***Calculate the “break-even” point where the establishment of additional firefighter-paramedic positions would make it possible to allow time-off without creating overtime replacements.***
- ***Continue to monitor the appropriate use of sick time. Excessive use of sick time, or identifiable patterns of sick time usage can be indicators of employee performance or health issues that require intervention and support.***
- ***Continue the use of seasonal personnel during peak vacation/tourist seasons which equates to increased response volumes.***
- ***Management of an occupational safety and health program that includes aggressive enforcement of standard operating procedures (SOPs), training, updated PPE, documentation of occupational injuries and illnesses (including incidents involving department-owned motor vehicles), and investigation of job-related injuries and motor vehicle incidents that includes a lessons-learned after-action report.***

V-2: The Town of Brewster and Brewster Fire Department should update their ambulance fee schedule (last updated in 2019) based on increases in service delivery costs and consistent with rates charged by EMS services in the region.

- V-3:** *The Town of Brewster and Brewster Fire Department should continue to seek competitive bids from qualified third-party ambulance billing companies every three (3) to five (5) years. This will ensure that the town is receiving the highest possible level of service at the best possible price. Consideration should be given to establishing a group bid with neighboring communities, which increases the potential for further contract cost reductions.*
- V-4:** *The Brewster Fire Department should consider requiring additional permits as authorized by the Massachusetts Comprehensive Fire Safety Code (MGL Chapter 148:527 CMR Board of Fire Prevention Regulations). The department should determine what permits should be required based on risk and common practices in the community.*
- V-5:** *The Town of Brewster should consider increasing fire department permit fees based on a review of fee schedules that have been adopted by neighboring communities.*
- V-6:** *The Town of Brewster and Brewster Fire Department should continue to aggressively pursue grants from federal, state, and private sources for apparatus, staffing, equipment, training, fire prevention and community risk reduction programs, and EMS services to the community. Specifically, the town should apply for a FEMA SAFER grant to fund the additional firefighter-paramedic positions identified in several recommendations including Recommendation IV-22 of this report.*
- V-7:** *The Town of Brewster and Brewster Fire Department should explore additional potential ways to generate revenue to offset the fire department's operating costs. Consideration could be given to billing insurance companies for response to motor vehicle accidents; registration fees for fire alarm systems; the aggressive pursuit of non-residents who have been billed for ambulance transportation; and the implementation of a fee for ambulance responses that do not result in a transport.*

CHAPTER VI SUMMARY OF RECOMMENDATIONS

This chapter contains a listing of the 39 recommendations related to the various chapters in this report. Please refer to the body of the report for additional explanation and justification for each recommendation.

CHAPTER III - BREWSTER COMMUNITY RISK AND HAZARD PROFILE

III-1: *The Brewster Fire Department should make it a priority to complete a comprehensive fire and rescue community risk assessment. This assessment should be done in conjunction with a fire and EMS calls for service demand analysis, including the development of a wide-ranging pre-incident planning program for target and high hazard locations in the Town, and take into consideration the fire department's operational capabilities and preparedness.*

III-2: *The Brewster Fire Department should develop a compelling public education program that includes discussing the benefits of installing residential fire sprinklers in new one- and two-family dwellings. Although Massachusetts's construction codes do not allow residential fire sprinkler systems to be mandated, there is no prohibition for property owners to install them if they determine that it is in their best interest.*

CHAPTER IV - BREWSTER FIRE DEPARTMENT ORGANIZATION, MANAGEMENT, AND OPERATIONS

IV-1: *The Brewster Fire Department should continue its practice of utilizing part-time seasonal personnel to maintain/enhance minimum shift staffing particularly during the busy vacation/tourist season.*

IV-2: *While the Fire Prevention Officer can be utilized to assist with staffing the second or third ambulance, when necessary, during simultaneous or overlapping incidents, he/she should not normally be utilized to maintain minimum shift staffing as this takes him/her away from his/her primary CRR responsibilities.*

IV-3: *As part of its ongoing statistical analysis of operational performance, the Brewster Fire Department should track the number of call backs that are sounded each year and the number of personnel who respond.*

- IV-4:** *The Chief and Deputy Fire Chief, in conjunction with the Town’s Human resources Director, should explore ways to address/improve the underlying organizational culture that can impact internal morale.*
- IV-5:** *The Town of Brewster should continue to work to incrementally improve the compensation package for members of the Brewster Fire Department in an effort to make it more competitive with other Cape Cod departments and assist with better recruiting and retaining personnel long-term.*
- IV-6:** *The Town of Brewster should continue to evaluate the organizational structure of the Brewster Fire Department in an ongoing matter to ensure that it meets the needs of the community it services, the expectations of the community, and the department itself.*
- IV-7:** *The Brewster Fire Department should work with the BCSO RECC leadership to identify any potential ways to reduce call processing time (from receipt of the call to dispatch of the incident) with the goal of attempting to achieve a 90th percentile time of not more than 64 seconds as recommended in NFPA 1710. Reducing call processing time can assist with leading to improved overall response times.*
- IV-8:** *The Brewster Fire Department should work with the BCSO RECC leadership to ensure that incident turnout and travel times are recorded separately for each incident to allow proper analysis of response data. In addition, the first unit on scene time for fire incidents should be a fire truck not an ambulance or command/staff officer.*
- IV-9:** *After the above recommendation is implemented the Brewster Fire Department should further analyze their response time data, and if necessary, work to identify potential ways to reduce incident turnout time with the goal of attempting to achieve a 90th percentile time of not more than 60 seconds for EMS incidents and 80 seconds for fire incidents as recommended in NFPA 1710. Turnout time is the response time component that the agencies have the most direct control over, which can lead to reduced overall response times.*
- IV-10:** *The Brewster Fire Department should enhance their data collection and analysis to include 80th and 90th percentile turnout and travel times as recommended in NFPA 1710. Having these more conservative times available will provide a more accurate response assessment and allow for better long- range master planning.*
- IV-11:** *The Brewster Fire Department should enhance its existing pre-fire planning program into a comprehensive one for all structures other than one (1) and two (2) family*

dwellings. This includes every business, commercial and industrial occupancy (including schools, churches, etc.) in the town. Pre-planning will improve the firefighters' knowledge of the specific tactics needed to handle a fire or other emergency at a facility and will alert them to on-site hazards and risks. Pre-fire/incident plans should be reviewed regularly and tested by periodic table-top exercises and on-site drills.

IV-12: *Appropriate pre-planning software – such as the AWARE module for Mobile CAD - should be obtained and installed in apparatus mobile data terminals (MDTs) in all apparatus and command/staff vehicles including ambulances.*

IV-13: *The Brewster Fire Department should continue to pursue the acquisition of mobile data terminals (MDT's) in all frontline apparatus and supply each unit with reliable mobile internet connectivity such as the AT&T FirstNet network which includes mobile hot spots or routers for in vehicle use throughout the district.*

IV-14: *The Brewster Fire Department should establish a formal “performance “improvement” process for fire suppression operations. The process should include the adoption of performance standards such as NFPA 1710, including on scene performance indicators such as:*

- *On-scene to charged line at the front door of a structure fire: two minutes or less, 90% of the time.*
- *Water from hydrant to supply engine: three minutes or less, 90% of the time.*

IV-15: *The Brewster Fire Department should consider revising their EMS response procedures as follows:*

- *When staffing is at five personnel:*
 - ❖ *Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. The three personnel remaining are now available for fire duty, or can handle a second ambulance call, if necessary. If they require additional assistance, they can request the engine to respond.*
 - ❖ *Two personnel respond on the ambulance and three personnel respond on the engine to Charlie, Delta, and Echo, or Priority 1 and 2 calls. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew. The two additional*

personnel can return to station with the engine and await the arrival of off duty personnel. They can also handle a second ambulance call.

➤ **When staffing is at four personnel:**

- ❖ *Two personnel respond on the ambulance to Alpha and Bravo, or Priority 3 calls. If they require additional assistance, they can request the engine to respond. The remaining two personnel are still available for fire duty, or, can handle a second ambulance call.*
- ❖ *Two personnel respond on the ambulance to Charlie, Delta, and Echo, or Priority 1 and 2 calls. The remaining two personnel respond with the engine to assist. If an additional person is needed on the ambulance they can be sent to the hospital with the ambulance crew. The one remaining person can return to station with the engine and await the arrival of off duty personnel. Off duty personnel reporting back for duty would now provide fire response, or response to a second ambulance call.*

IV-16: *The Brewster Fire Department should consider a procedure that Alpha level, or Priority 3 EMS calls are responded to without light or sirens. Consideration should also be given to making hospital transport calls that are non-emergent and the patient is stable, without lights and sirens. It is safer for responding personnel, general citizens, and the patient, to reduce the number of times that red lights and sirens are utilized.*

IV-17: *The Brewster Fire Department should work internally to ensure all EMS related incidents are properly classified as either advanced life support (ALS) or basic life support (BLS) criterion, based upon the actual situation found on scene.*

IV-18: *The Town of Brewster and Brewster Fire Department should consider designating the position of EMS coordinator as a full time, Captain (or Captain equivalent) position which is tested for as part of a promotional process. This position should continue to have the requirement that the person holding it must be a currently certified paramedic and hold that certification for the duration of their time in the position.*

IV-19: *The Town of Brewster and Brewster Fire Department should actively explore the feasibility of implementing some type of community based mobile integrated health care (Community Paramedicine) in an attempt to provide better service to the community, and possibly increase their EMS revenue.*

IV-20: *The Brewster Fire Department should strive to have a minimum of 16/17 firefighting personnel on the scene of every single-family residential structure fire within 8 minutes of the time that units are responding. For fires in multi-family residential buildings and commercial occupancies, a minimum of 27/28 personnel should be on scene within 8 minutes of the time that units are responding in order to be able to establish a full effective response force. Even if additional permanent staffing is added to the BFD as recommended in this report the use of automatic aid and mutual aid will need to continue and should be enhanced, based upon the type of occupancy a reported fire is in. This should be the department's highest priority.*

IV-21: *The Town of Brewster and Brewster Fire Department should incrementally hire additional firefighters to enhance daily on duty staffing to an eventual level of seven (7) personnel assigned to each shift.*

IV-22: *The Town of Brewster should authorize the Brewster Fire Department to apply annually over the next several application periods for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant to fund the incremental hiring of a total of nine (9) additional personnel (two per shift plus a full-time EMS Officer) over the next several fiscal years, citing an increasing call volume, a high percentage of senior citizens, loss of the department's call force, and a desire to improve overall operational effectiveness, efficiency, and safety.*

IV-23: *Even if the application for the SAFER grant is not successful, the Town of Brewster should still provide funding to incrementally increase Brewster Fire Department staffing over the next several fiscal years. A suggested timeline would be:*

- *FY 2025 – Hire four (4) additional personnel to increase shift staffing to six (6) personnel with a minimum of five (5) on duty (off season only).*
- *FY 2026 – Hire one (1) additional person to allow for the creation of the full-time EMS officer position and the possible implementation of a MICU/CIP program. Promote four (4) firefighters to the rank of Lieutenant.*
- *2028 – Hire four (4) additional personnel to increase shift staffing to seven (7) personnel with a minimum of six (6) on duty (off season only).*

IV-24: *As recommended above, in FY 2026, the Town of Brewster should consider creation of the position of Lieutenant on each shift in the Brewster Fire Department to allow for a continued appropriate span of control as recommended under the Incident Management System (IMS). The position of Lieutenant will also ensure that all persons serving in the capacity of an officer and/or shift commander has an adequate level of*

training and experience to fulfill the myriad additional duties and responsibilities of officer positions competently and confidently.

IV-25: *In FY 2029 and/or 2030, after the above recommended staffing increases are implemented the Town of Brewster and Brewster Fire Department should evaluate the impact of the enhanced staffing levels and its impact on both fire and EMS operations. The purpose of this evaluation will be to determine if seven (7) personnel per shift is adequate, or if additional staffing may still be indicated.*

IV-26: *At all staffing levels, the Brewster Fire Department should continue to utilize part-time personnel to supplement staffing level and maintain maximum shift staffing during peak season between Memorial Day and the end of September.*

IV-27: *Even if the Town of Brewster is unsuccessful at its first SAFER application, the Town and Brewster Fire Department should apply again in subsequent years to seek funding for the recommended increase in personnel to provide enhanced operations to the Town.*

IV-28: *The Brewster Fire Department should implement an operational procedure to have an engine respond immediately (even if it must be requested from mutual aid) with the ambulance on every motor vehicle crash to provide a blocking vehicle to protect the ambulance and personnel operating on the incident scene from being struck by an inattentive motorist. The need for the use of blocking vehicles to help keep emergency responders safe during highway and roadway incidents has become a much more important necessary and significant part of the emergency response system.*

IV-29: *The Brewster Fire Department should consider the implementation of a company-level inspection program, integrated with a pre-fire/incident planning program as part of its comprehensive community risk reduction program.*

IV-30: *The Brewster Fire Department should consider the implementation of a voluntary home survey/inspection program with an all-hazards focus. This type of program can be particularly beneficial in a community with a high percentage (35.1%) of senior citizens.*

CHAPTER V - FIRE DEPARTMENT FINANCIAL OPERATIONS

V-1: *The Town of Brewster should continue to closely monitor the use of overtime and identify strategies to contain overtime costs. Such strategies could include the following:*

- *Calculate the “break-even” point where the establishment of additional firefighter-paramedic positions would make it possible to allow time-off without creating overtime replacements.*
 - *Continue to monitor the appropriate use of sick time. Excessive use of sick time, or identifiable patterns of sick time usage can be indicators of employee performance or health issues that require intervention and support.*
 - *Continue the use of seasonal personnel during peak vacation/tourist seasons which equates to increased response volumes.*
 - *Management of an occupational safety and health program that includes aggressive enforcement of standard operating procedures (SOPs), training, updated PPE, documentation of occupational injuries and illnesses (including incidents involving department-owned motor vehicles), and investigation of job-related injuries and motor vehicle incidents that includes a lessons-learned after-action report.*
- V-2:** *The Town of Brewster and Brewster Fire Department should update their ambulance fee schedule (last updated in 2019) based on increases in service delivery costs and consistent with rates charged by EMS services in the region.*
- V-3:** *The Town of Brewster and Brewster Fire Department should continue to seek competitive bids from qualified third-party ambulance billing companies every three (3) to five (5) years. This will ensure that the town is receiving the highest possible level of service at the best possible price. Consideration should be given to establishing a group bid with neighboring communities, which increases the potential for further contract cost reductions.*
- V-4:** *The Brewster Fire Department should consider requiring additional permits as authorized by the Massachusetts Comprehensive Fire Safety Code (MGL Chapter 148:527 CMR Board of Fire Prevention Regulations). The department should determine what permits should be required based on risk and common practices in the community.*
- V-5:** *The Town of Brewster should consider increasing fire department permit fees based on a review of fee schedules that have been adopted by neighboring communities.*
- V-6:** *The Town of Brewster and Brewster Fire Department should continue to aggressively pursue grants from federal, state, and private sources for apparatus, staffing, equipment, training, fire prevention and community risk reduction programs, and EMS*

services to the community. Specifically, the town should apply for a FEMA SAFER grant to fund the additional firefighter-paramedic positions identified in several recommendations including Recommendation IV-22 of this report.

V-7: *The Town of Brewster and Brewster Fire Department should explore additional potential ways to generate revenue to offset the fire department's operating costs. Consideration could be given to billing insurance companies for response to motor vehicle accidents; registration fees for fire alarm systems; the aggressive pursuit of non-residents who have been billed for ambulance transportation; and the implementation of a fee for ambulance responses that do not result in a transport.*

CHAPTER VII SUMMARY AND LOOKING TO THE FUTURE

CURRENT STATE OF THE FIRE AND EMS DELIVERY SYSTEM

The mission performed by the fire department is one of the fundamental functions of government: to ensure the safety and protection of its residents and visitors. The expectations for the quality and quantity of fire and EMS services must come from its residents and other taxpayers. There is no “right” amount of fire protection and EMS delivery. It is a constantly changing level based on the expressed needs of the community. Each community determines the composition of fire services that residents receive by balancing the level of risk against the cost to provide these critical services. It is the responsibility of elected officials – in this case the Board of Selectmen - to translate community needs into reality through direction, oversight and the budgetary process. It is their unenviable task to maximize fire, EMS, and other services within the reality of the community’s ability and willingness to pay, particularly in today’s economic environment.

During this assessment of the Brewster Fire Department, MRI observed a highly functional fire and EMS organization that strives to provide a high level of service to the community and the region. The Brewster Fire Department is confronted by multiple challenges; however, those same challenges are facing fire service organizations across America. These challenges include:

- An increasing all-hazards focus.
- Decreased frequency of serious structure fires.
- Increased pressure to reduce resource consumption.
- Increasing technical expectations.
- An increasing focus on documentation, training, and certification of personnel.
- A growing expectation to provide advanced level patient care.
- Increased call volume and simultaneous incidents.
- Lack of a call force to supplement the career staff.

Specific to the Brewster Fire Department, and the 2019 and 2020 response numbers notwithstanding, it is clear that service demand is increasing and that the ability to match resources against the service demand is straining the organization, particularly during the day. As the fire service as a whole has entered into an all-hazards environment, the public has come to expect increased knowledge, skills and abilities from their firefighters. In Brewster, this trend has increased both training and certification requirements.

The Brewster Fire Department appears to be an excellent organization that provides a high-level of service to the town it serves. However, due to increasing requests for service, a defunct on-call force, and limited on-duty staffing, it is struggling to keep up with meeting the growing needs of the community. The department is led by Chief Robert Moran who has been the chief since 2010. Chief Moran is a passionate advocate and energetic leader that is clearly honored to have an exceptional staff and serve his community. Under Chief Moran's leadership the department is trying to get to the proverbial "next level".

The officer corps including Deputy Chief Varley and the Captains appear to work as a team to provide critical, and it appears effective, leadership to the department. All members of the department work as a team to produce a high quality, effective, and efficient response that serves the Town well. Overall, the department works diligently to meet the needs of the community and projects a "can do attitude". This positive attitude translates into the organization being very highly regarded and respected within the community. This high-level of community support is complemented by a most positive internal culture; however, there are some internal culture issues that were previously discussed that do place some negative drag on the organization. That challenge notwithstanding, overall, it is apparent that the Brewster Fire Department is a well-organized, and well-run organization that strives to provide the best possible services with the resources provided.

However, the numerous positive aspects of the department and its operations notwithstanding, MRI's evaluation has identified several areas of risk that we believe the Town of Brewster will need to address in the coming years. These include:

1. The potential for a diminished level of service based on a shortage of available resources, primarily from a career staffing perspective and the annual requests for service continue to increase, coupled with the absence of a viable call force to provide supplemental staffing during fire incidents and times of high activity.
2. A need to continue the widespread use of automatic aid at the time of dispatch to reported structure fires to attempt to assemble an effective response force within the benchmark time frames.
3. Potentially increasing response times based on a growing number of overlapping calls (approaching 20% of annual responses).

STRATEGIC PLANNING (AKA LOOKING TO THE FUTURE)

Strategic planning is an organization's process of defining its direction, and making decisions relative to the optimization of limited resources. A strategic plan also contains tools that can

guide the implementation of the strategy. Strategic planning became prominent in corporations during the 1960s and remains an important aspect of organizational planning. A 2006 Volunteer Fireman’s Insurance Service (VFIS) report notes:

“No business is successful without some type of strategic planning – making sure that the business will survive. The ESO is no different. Strategic Plans in business (and ESOs) lay the groundwork for effective organizational management and performance.”²³

Strategy has many definitions, but generally involves setting goals, determining actions to achieve the goals, and mobilizing resources to execute the actions. A strategy describes how the ends (goals) will be achieved by the means (resources). Strategy can be planned (intended) or can be observed as a pattern of activity (emergent) as the organization adapts to its environment or competes. The strategy currently in place in the Brewster Fire Department is a progressive and forward thinking one. The Brewster Fire Department has an excellent five-year strategic plan that covers the period of 2022 through 2026. With this report, it is MRI’s goal to assist the Town of Brewster and the Brewster Fire Department in moving forward in a planned or intended strategic manner through support for the plan in place with enhancements through the recommendations contained herein.

Fire and rescue operations and service delivery is dramatically improved in those departments that commit resources to goal setting, master planning, risk assessment, and performance measurement. The Brewster Fire Department should be commended for their commitment to this process and the development of an excellent document to help them continue to move forward.

Performance measures should be easily understood and easily calculated. Suggested performance measures for the fire and rescue services often have a range depending on local factors. The point of the performance measures is to identify the community’s expectations in a quantifiable way, and to use the measurement of the fire and rescue’s performance against these objectives to identify areas, which may need improvement, or require additional resources.

MRI’S VIEW OF THE FUTURE

Looking ahead, the Town of Brewster will continue to experience some limited growth and development, probably about 1% per year. The Town is committed to maintaining its rural Cape Cod character so it is unlikely that any major developments will be approved, especially commercial or industrial projects. While even limited development will have some impact on the Brewster Fire Department, the exact amount is difficult to predict quantitatively and accurately.

²³ <http://www.msfa.org/content/recruit/file/CEO%20MANUAL%20ARIAL%20-%20disc.pdf>

The five-year data review of Brewster Fire Department responses did not show any definitive pattern; however, that is frequently seen right now with the COVID pandemic having significantly skewed responses for 2020. Our long-term experience suggests it is likely that emergency responses will increase several percent (3% to 5%) annually with the most significant increase in requests for emergency services will be EMS related. As previously noted, people over the age of 65 are considered in a higher risk group both from the perspective of fire and medical emergencies. An aging population group, along with the potential for the number of senior citizens in the age 65 and over group – currently at 35.1% of the population - to increase with new development, or with people who turn what was a vacation home into their permanent retirement residence, also suggests that the number of responses will continue to increase.

As currently configured and staffed, the Brewster Fire Department is struggling to keep up with demand. Just two simultaneous or overlapping end up utilizing all of the on-duty resources. This often effectively leaves the Town without any fire protection capabilities available except from mutual aid departments. In addition, the Town and the Department are facing the following challenges related to the emergency response system.

- The loss of the call component of the Department over the past 10 years. This results in the only emergency response personnel immediately available (not counting mutual aid) being the on-duty personnel. There are no longer call personnel who respond to provide coverage or assist with multiple incidents.
- Housing and rental costs in Brewster and surrounding communities, and to a larger extent Cape Cod in general, are extremely high and thus unaffordable for most public safety personnel especially those who are just starting out. This results in many firefighters living on the other side of the Sagamore Bridge, more than 30 minutes from town and of limited to no value in a call back situation.
- The department has struggled to retain personnel. Frequent vacancies and a constant staffing deployment model has resulted in a high level of mandatory holdover and order-in overtime which can have a significant impact on firefighter health and wellness, as well as morale within the Department.
- As noted above, any future housing or land use development coupled with an aging resident population will most likely result in increased requests for services further straining the system.

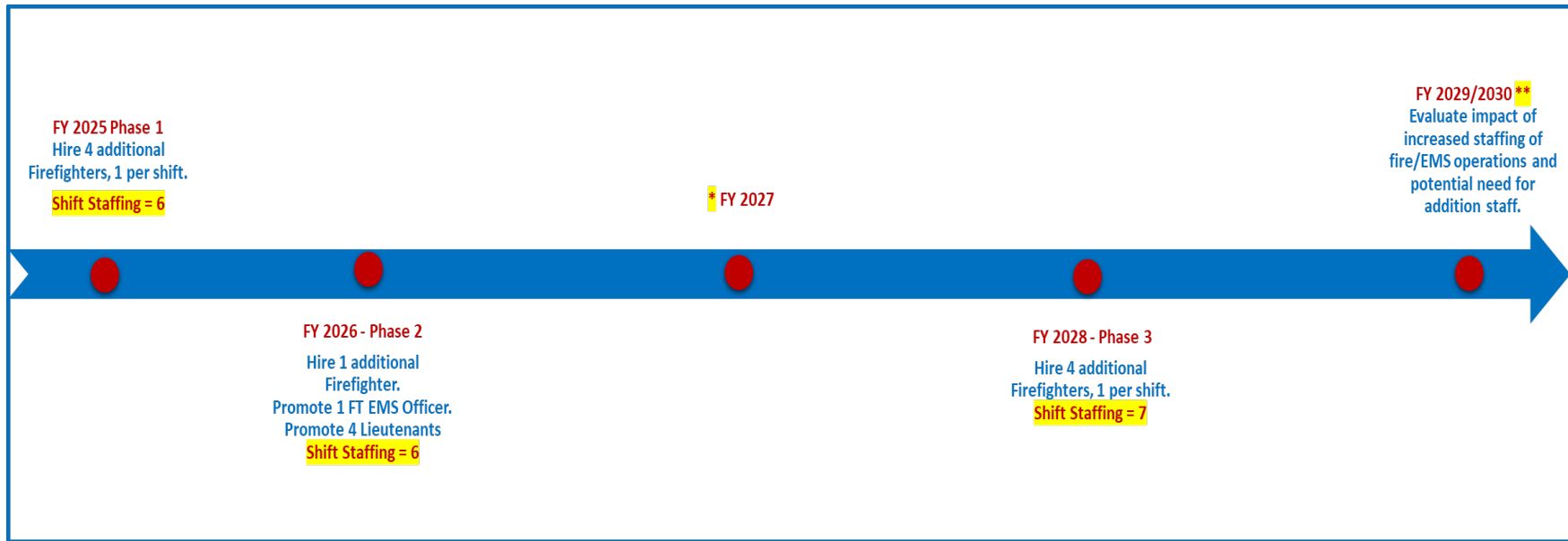
Based upon these factors, and as discussed throughout this report, MRI strongly believes that the Town needs to incrementally increase Brewster Fire Department staffing over the next several

years in order to arrive at what we believe is an enhanced and sustainable organizational and deployment model.

The key recommendations found in this report related to staffing are illustrated below. Please refer to the body of the report for additional explanation and justification for each recommendation.

Figure VII-1 illustrates the suggested timeline for the Brewster Fire Department to increase staffing to seven (7) personnel per shift between FY 2024 and FY 2028. The Town and BFD should apply annually for a SAFER grant. However, **MRI strongly recommends that even if they are not successful at obtaining a SAFER grant FY 2025 that the Town of Brewster and Brewster Fire Department should continue to apply in each subsequent year until they reach recommended staffing levels.** If a later successful SAFER grant award is received this timeline can then be adjusted – and possibly accelerated - based upon that award.

Under this scenario, the number of paramedics will ultimately be decided by the Town of Brewster. MRI strongly recommends that the department have a sufficient number of paramedics to optimally have a minimum of three (3) on duty at all times. This would allow one each for two ambulances and one on the engine giving it ALS capability as well.



* Consideration to moving FY 2028 Phase 3 hires up to FY 2027 could be given through application for a SAFER grant and/or if the Town's fiscal factors, needs, and priorities permit.

** FY 2029/2030 - Evaluate the impact of the enhanced staffing levels and its impact on both fire and EMS operations. The purpose of this evaluation will be to determine if seven (7) personnel per shift is adequate, or if additional staffing may be indicated.

FIGURE VII-1: RECOMMENDED STAFFING INCREASE TIMELINE

Figure VII-2 shows the recommended BFD organizational structure – illustrated by phase - based upon attempting to achieve the staffing levels recommended in this report. The figure does not show part-time/seasonal personnel. The Brewster Fire Department is encouraged to continue to utilize these personnel to maintain maximum shift staffing levels during peak vacation/ tourist season from Memorial Day through the end of September.

It is also our recommendation that shift minimum staffing levels outside of peak season can be one person below optimal shift staffing level. So, when shift staffing is at six (6) minimum staffing can be five (5); when it is seven (7) it can be six (6). This allows the first vacancy on the shift caused by any type of leave to not be filled with overtime. During peak season the maximum staffing levels should be maintained through a combination of overtime and the use of the part-time seasonal personnel.

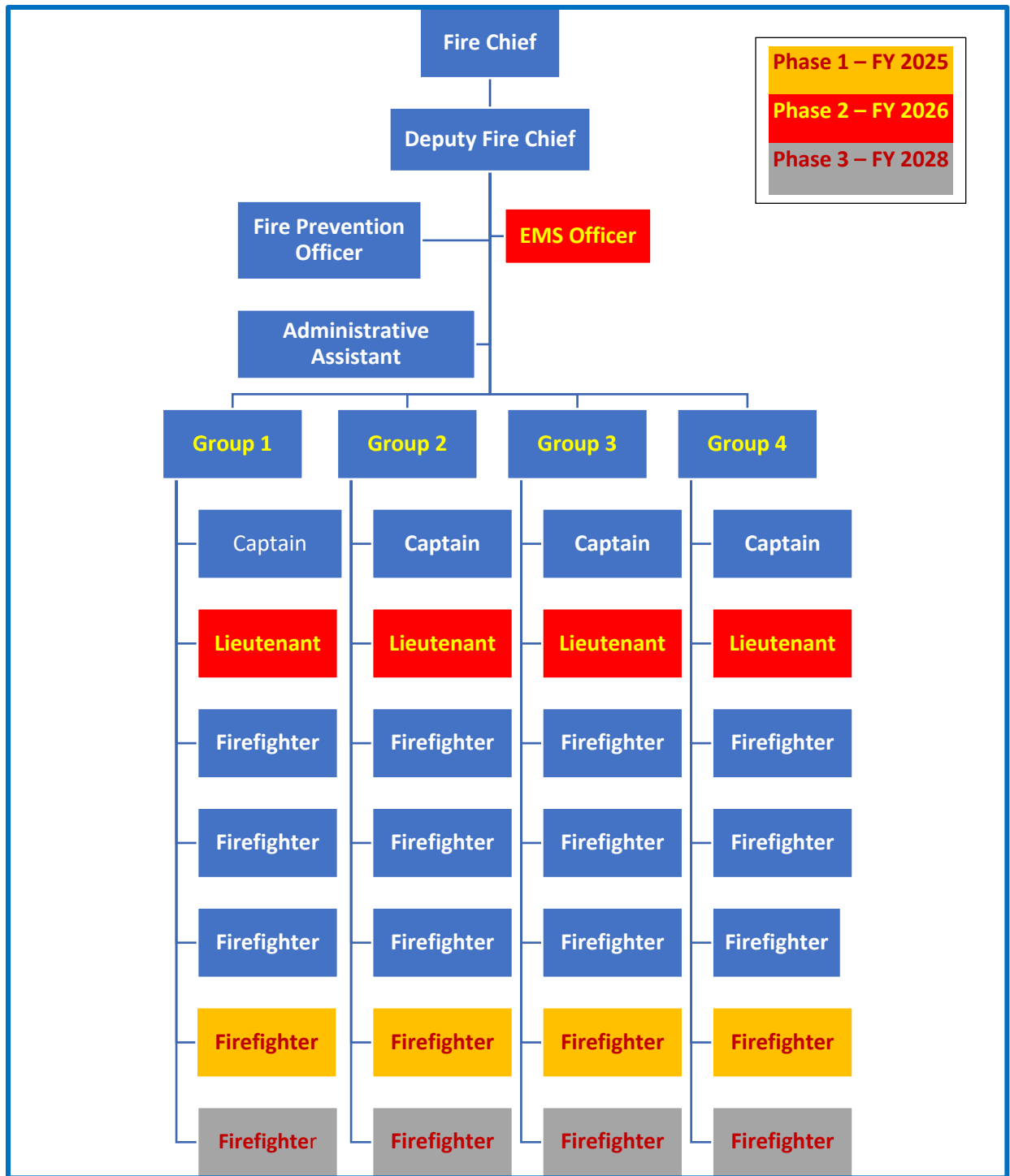


FIGURE VII-2: PHASE 1 – FY 2025 THROUGH PHASE 3 – 2028 STAFFING ORGANIZATIONAL CHART

Once a staffing level of seven (7) is achieved the Brewster Fire Department will be able to staff:

- ✓ Two ambulances with two (2) personnel each.
 - If a third ambulance is needed during the day, it can be staffed with administrative personnel if they are available.
- ✓ One engine with three personnel.
- ✓ For structure fire calls, alarm systems, etc., if all personnel are available then the engine can respond with four (4) personnel and the ladder with three (3).
 - If one ambulance is committed on a call, while less than optimal, the engine can respond with three (3) and the ladder with two (2).

In FY 2029 and/or FY 2030 the BFD should evaluate the impact of the enhanced staffing levels and its effect on both fire and EMS operations. The purpose of this evaluation will be to determine if seven (7) personnel per shift is adequate, or if additional staffing may be indicated at that time. If it is determined at that point that additional staffing may be necessary, the following provides a snapshot of what a staffing level of eight (8) personnel would look like.

- ✓ Two ambulances with two (2) personnel each.
 - If a third ambulance is needed during the day, it can be staffed with staff personnel if they are available and/or a combination of shift and administrative personnel.
- ✓ One engine with four personnel.
- ✓ For structure fire calls, alarm systems, etc., if all personnel are available then the engine and ladder can both respond with four (4) personnel.
 - If one ambulance is committed on a call, the engine and ladder can both still respond with three (3) personnel.

FIRE SERVICE ACCREDITATION

Accreditation is a comprehensive self-assessment and evaluation model that enables organizations to examine past, current, and future service levels and internal performance and compare them to industry best practices. This process leads to improved service delivery.²⁴ The Center for Public Safety Excellence's (CPSE) accreditation program, administered by the Commission on Fire Accreditation International (CFAI) allows fire and emergency service agencies to compare their performance to industry best practices in order to:

- Determine community risk and safety needs and develop community-specific Standards of Cover.
- Evaluate the performance of the Department.

²⁴ <http://www.publicsafetyexcellence.org/agency-accreditation/about-accreditation-cfai.aspx>

- Establish a method for achieving continuous organizational improvement.²⁵

Particularly for emergency services, local officials need criteria to assess professional performance and efficiency. The CFAI accreditation process provides a well-defined, internationally recognized benchmark system to measure the quality of fire and emergency services.²⁶

The Brewster Fire Department is operationally and administratively a well-managed and operated, full-service emergency provider. Based upon that premise, at some point in the future (perhaps after staffing levels are increased), the department, with support from the Town of Brewster, should consider undertaking the accreditation process. Although time consuming and labor intensive it would allow the department to be recognized for its excellence.

CONCLUSION

The Town of Brewster is well served by its fire department. The department provides a highly proficient level of fire and EMS services and has readily adapted to the demands placed on it in an ever-changing environment. Although service demands and capabilities were severely stretched by the impact of the Covid pandemic, the department continued to provide superior service. Unfortunately, staffing levels have not kept up with the increase in emergency calls, and the Town is frequently left with inadequate coverage for both fire and emergency medical incidents. The on-duty staffing structure should be increased, and the Town should move toward staffing two ambulances while not sacrificing continuous fire coverage. The fire department's community risk reduction program (CRR) has the potential for strengthening the town's resilience against all types of threats, both natural and manmade, and for training the public to deal with medical emergencies. Labor-management relations are mostly stable, and the department's training and quality assurance initiatives help to ensure that personnel operate safely and effectively at fire scenes. Self-assessment and strategic planning initiatives will enable the fire department to evaluate its performance in comparison to national standards, best practices, and other fire departments.

The report should be studied in its entirety to gain a complete picture of MRI's recommendations and the rationale behind them. Town and fire department leaders may develop their own priorities; modify the recommendations based on the ever-changing needs of the town and the department; and coordinate solutions based on time, personnel, and fiscal realities.

²⁵ <http://www.publicsafetyexcellence.org/agency-accreditation/about-accreditation-cfai.aspx>

²⁶ <http://www.publicsafetyexcellence.org/agency-accreditation/about-accreditation-cfai.aspx>

The MRI project team must stress again the citizens of the Town of Brewster should feel confident, and be proud of the fact, that the Brewster Fire Department is an extremely professional and capable public safety organization that is providing a critical service to the community, day in and day out. The team continues to be impressed with the dedication and commitment of its members.

In order to address the 39 recommendations that have been identified in this report, the Town of Brewster and the Brewster Fire Department should:

1. Approach them strategically and systematically.
2. Use them as a roadmap to guide change and improvement within the department focused on service enhancement.
3. Refer to them when making recommendations, check them off as they are accomplished, and most importantly, recognize the positive achievements publicly.

CHAPTER VIII PROJECT TEAM

The following members of our staff participated in this project:

TEAM LEADER:

Peter J. Finley, Jr. most recently served as Chief of the Winslow Township Fire Department in New Jersey, where he was responsible for the planning, establishment, and initial deployment of the career component of the department. He previously served for 4 ½ years as the Chief of Department for the City of Vineland, New Jersey Fire Department where he initiated significant changes within the department including updating and modernizing equipment, providing the department's first ever formal officer training, and significantly increasing the capabilities of the regional hazardous materials response team. During his tenure the department received more than one million dollars in various grants. He formerly commanded the Vineland Rescue Squad gaining significant EMS operations and command experience, as well as completing an overhaul of that organization's operations. Chief Finley serves as an Adjunct Professor in the Fire Science Program at Camden County College.

Chief Finley received his Associate in Applied Science degree from Atlantic Community College in New Jersey, and earned his Bachelor of Science degree in Fire Science/Administration from the University of Maryland. He is a graduate of the National Fire Academy's Executive Fire Officer Program, earning perfect scores on three of his four Applied Research Projects. He was awarded an Outstanding Research Award for his 2002 paper titled, "Residential Fire Alarm Systems: The Verification and Response Dilemma".

Chief Finley holds nearly two dozen state and national certifications and is a member of a number of fire service organizations, including achieving the prestigious Chief Fire Officer designation from the Commission on Fire Accreditation International. He is a member of a number of fire service organizations and is currently serving as President of the New Jersey Career Fire Chiefs Association where he has been involved in the development and administration of fire service promotional examinations. From 2003–2005 he served on the Training and Education Committee of the Governor's Fire Service and Safety Task Force. He also previously served on the state committee that developed New Jersey's first Firefighter I Instructor Manual.

PROJECT TEAM

Donald P. Bliss retired in July 2019 as vice president for field operations at the National Fire Protection Association, Quincy, MA where he oversaw NFPA’s international division and NFPA’s regional operations in the U.S. and Canada. Prior to joining NFPA, Bliss was a senior project manager and public safety consultant with Municipal Resources, Inc., a municipal management consulting firm based in Plymouth, NH. He also chaired various technical committees at NFPA and served on the NFPA board of directors and the Fire Protection Research Foundation board of trustees.

From 2003 to 2012, he served as the director of the N12 Center for Infrastructure Expertise, a not-for-profit applied research group based in Portsmouth, NH dedicated to strengthening the security and resiliency of the nation’s built critical infrastructure and key resources.

Bliss served as the New Hampshire State Fire Marshal from 1992 until 2003. In the wake of the tragic events of September 11, 2001, he took over responsibility for New Hampshire’s emergency management and homeland security efforts. From 1983 to 1992, Bliss served as the fire chief in Salem, New Hampshire. From 1989 to 1992, he served as both fire chief and the town’s emergency management director. From 1980 to 1983, Bliss served as the director of the University of Connecticut Fire Department and as fire marshal for the University of Connecticut System. He began his career with the Durham-UNH Fire Department in 1970, rising from call firefighter to fire marshal/deputy chief. During his time in Durham, he also volunteered as an EMT with the Durham Ambulance Corps (now known as McGregor EMS) and served in various leadership positions, including president.

Bliss has served as a subject matter expert on critical infrastructure protection with the Mobile Education Team of the Center for Homeland Defense Studies at the U.S. Naval Postgraduate School and was an adjunct professor in the graduate public administration program at the University of New Hampshire. He currently serves on the Federal Emergency Management Agency (FEMA) National Advisory Council; the board of directors of McGregor EMS; and is a Distinguished Senior Fellow at Northeastern University’s Global Resilience Institute. In 2020, he was named to the National Fire Heritage Center’s Hall of Legends, Legacies and Leaders.

Bliss received a Bachelor of Arts in political science from the University of New Hampshire in 1973 and a Master of Public Administration degree, also from the University of New Hampshire, in 1979. He has completed numerous courses at the National Fire Academy in Emmitsburg, Maryland.

Brian P. Duggan, Director Fire Services Group, retired from the Fire Department in Northampton, Massachusetts, where he instituted substantial changes to modernize and restructure the entire department including equipment, facilities, personnel, and training. In conjunction with his staff, Brian integrated Emergency Medical Services (EMS) into the organization and created a regional Advanced Life Support (ALS) Program that currently serves 18 communities within the Northampton Area. He formerly commanded the Northborough, Massachusetts, Fire Department, and has significant experience with the Massachusetts Department of Fire Services where over three decades, he held several key positions. Following his retirement, Brian has continued his active fire service involvement by serving as both a volunteer chief fire officer and through continuing to develop training and certification programs as a program Coordinator for the Massachusetts Department of Fire Services.

Mr. Duggan developed and directed the Graduate and Undergraduate Fire Science Programs at Anna Maria College in Paxton Massachusetts from 1995 - 2003. Mr. Duggan has a Business Management/Fire Science degree from Providence College and a Master's Degree of Business Administration (MBA) from Nichols College in Dudley, Massachusetts. He is also a graduate of the National Fire Academy Executive Fire Officer Program and the Senior Executive Program for State and Local Leaders at Harvard University. In December 2012, Mr. Duggan received a Master's Degree in Homeland Security through the Naval Post Graduate School based in Monterey, California, where his thesis entitled "*Enhancing Decision-making during the First Operational Period of Surge Events*" was selected as an outstanding thesis. He was one of the first fire service professionals to be designated as a Chief Fire Officer by the Commission on Fire Accreditation International.

Brian led the Massachusetts fire service through his affiliation as Chairman of the Fire Chief Association of Massachusetts Technology Committee and as a Regional Director on the Massachusetts State Fire Mobilization Committee. Mr. Duggan has authored several publications, inclusive of writing Section 7, Chapter 3, Fire Department Information Systems, in the Nineteenth and Twentieth Editions of the National Fire Protection Association's Fire Protection Handbook. Chief Duggan has been affiliated with MRI as a subject matter advisor since 2002 and he has served as Director of Fire Services since 2015. Currently, Mr. Duggan is regarded as an expert specific to fire service response to photovoltaic and battery energy storage system (BESS) emergencies. He has developed several nationwide training programs providing first responders with new insight on these emerging challenges.

Archived: Friday, January 19, 2024 8:36:48 AM

From: [Babcock, Christopher](#)

Sent: Tuesday, January 16, 2024 4:16:57 PM

To: [Kevin Varley](#)

Cc: [Robert Moran](#) [Peter Lombardi](#)

Subject: RE: Brewster FD-SAFER Question

Importance: Normal

Sensitivity: None

Hello Chief. We expect the SAFER program application period to open the Monday following the Friday AFG application period close. The current AFG application cycle is scheduled for Jan. 29 – March 8, which would provide a March 11 SAFER application opening. We are again aiming to start awards in the June/July time frame as long as everything stays on track.

There is nothing wrong with submitting a SAFER application while also attempting to work for local funding. I can't say for sure at this moment, but believe that the FY23 SAFER program will be very similar to FY22 in providing 100% federal funding for 3 years for awarded firefighter hiring programs. We will know for sure when the NOFO is released. Based on the FY22 program if funding was approved and the positions were not yet filled, you could still accept the award and use the SAFER funds to hire the personnel. The critical element here is that hiring has not occurred prior to the award. I would encourage you to become very familiar with the FY22 NOFO and guidance documents available on the website to prepare your best application in the event you choose to move forward with it. Better to be prepared, than to try to scramble at the last minute.

Please do not hesitate to contact me if you have any additional questions.

Chris Babcock

Fire Program Specialist | DHS/FEMA Region 1

Office: | Mobile: (202) 710-3748

christopher.babcock@fema.dhs.gov

Federal Emergency Management Agency

fema.gov



FEMA

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to Sensitive But Unclassified (SBU) information and is not to be released to the public, or other personnel, who do not have a valid "need-to-know", without prior approval of an authorized DHS official.

From: Kevin Varley <kvarley@brewster-ma.gov>

Sent: Tuesday, January 16, 2024 4:03 PM

To: Babcock, Christopher <christopher.babcock@fema.dhs.gov>

Cc: Robert Moran <rmoran@brewster-ma.gov>; Peter Lombardi <plombardi@brewster-ma.gov>

Subject: Brewster FD-SAFER Question

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Hi Chris,

Chief Moran is out of the office this week. I am aware that he reached out to you with SAFER questions last week. I have two quick questions that I am hoping you may be able to assist with.

A recently completed staffing study shows that the Brewster Fire Department is in need of an additional nine positions over the next few years. The hiring for these potential positions is broken out into several phases. We are seeking a funding source for the first four positions (Phase I) which we hope to start in July 2024.

Due to budget constraints, an operational override would be required for the town to fund these positions. After a recent conversation with the Town Manager, we have concerns that this request is unlikely to be approved by the Town's Select Board and/or voters. We are considering the possibility of applying for a SAFER grant to assist with funding.

1. The FY2022 SAFER NOFO lists anticipated award dates between 6/2/2023 and 9/30/2023. Do you anticipate similar award dates for the FY2023 SAFER funds?
2. Is there any harm in simultaneously pursuing a SAFER grant and funding by the town? If we were fortunate enough to obtain an operational override (unlikely) **and** to be awarded the SAFER grant, would we be able to use the SAFER funding to support these positions for the first three years?

Thank you for your help,
Kevin

Deputy Chief Kevin Varley
Brewster Fire Department
1671 Main Street
Brewster, MA 02631
508-896-7018





Town of Brewster

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

Office of:
Select Board
Town Manager

January 22, 2024

Chris Easley
Chair, Nauset Regional School Committee
78 Eldredge Park Way
Orleans, MA 02653

Dear Chair Easley,

Please accept this correspondence as follow up to Brewster's request in May 2023 to initiate amendments to the Nauset regional school agreement and a recent update provided to the Select Board on December 18, 2023 on the status of ongoing review of the regional agreement. We appreciate that the Nauset Regional School Committee (NRSC) has engaged with legal counsel and formally appointed a subcommittee to lead this complex and important initiative over the past several months. District counsel's initial review and feedback on the agreement this fall was instructive in better understanding the current requirements of the Massachusetts Department of Elementary and Secondary Education (DESE) in reviewing and approving all regional school agreements and how that impacts the language in the current agreement.

Given the significant policy and financial implications that changes to the regional agreement represent, Brewster continues to seek clarity about what the process and timeline will be for this undertaking. We urge NRSC to facilitate a comprehensive, deliberative, inclusive, and participatory process in considering and developing recommended changes to the regional agreement. Specifically, we would request that NRSC solicit input from the Select Boards in each of the member towns on the draft agreement before it is submitted to DESE for preliminary review and that you will take that collective feedback from the towns into consideration before finalizing the draft agreement. We also hope that the NRSC will educate and engage with residents in advance of the revised agreement being brought to Town Meeting, including holding at least one public hearing.

We understand that the District's legal analysis is serving as the basis for the subcommittee's review of the agreement. While that review raised a number of key issues to be addressed, it is not exhaustive. Accordingly, the Brewster Select Board and Finance Committee have also identified several other areas we would like NRSC to consider in the course of your review, as follows:

Budget (Section IX)

- Replace Current Section IX with Monomoy Agreement Sections VII and VIII in their entirety and move to new Section V (after Apportionment of Costs - Section IV)
- Add requirement to develop and annually update and present a 5-year Financial Forecast and 5-year Capital Improvement Plan for the District

Officers of the Committee (Section I(D))

- Annually rotate the Chair between the member towns (except that by a two-thirds (2/3) vote, and with at least one Committee member voting from each town voting in the affirmative, the Regional District School Committee may in any one year deviate from this standard practice)
- Vice Chair in any given year shall be drawn from the members who reside in the member towns different from that of the Chair

Tuition Students (Section X)

- Add requirement that tuition agreements must include an amount to equitably account for debt, capital costs, and/or debt proxy
- Tuition Agreement Subcommittee shall include one representative from the towns, consistent with 603 CMR 41.04, and shall hold at least one public hearing in advance of commencing negotiations
- NRSC will conduct an annual public hearing and vote on School Choice by December of each year to inform operating budget decision making for the following fiscal year
- Institute a (X%) limit on the total enrollment of Choice pupils for any single year, which may be amended every 5 years

Review of Regional Agreement (new Section XII)

- Require mandatory review of the District Agreement at five (5) year intervals
- Regional Agreement Subcommittee shall include one representative from the towns, consistent with 603 CMR 41.04, and shall hold at least one public hearing in advance of commencing their review
- Regional Agreement Subcommittee will seek input from the member towns on any proposed revisions prior to submitting their proposed to DESE

Further, we are supportive of the language changes to Section VIII(b) Amendments currently proposed by District Counsel.

We understand that revision of the regional agreement will be an iterative process, including review by DESE and consideration by Town Meeting in all four towns. On behalf of the Brewster Select Board and Finance Committee, we appreciate your consideration of these suggestions. They are made in the spirit of improving communication and coordination between the District and the member towns, and to clarify the processes by which certain critical policy issues related to school governance

and finances are addressed in ways that take all stakeholder input into account going forward.

Sincerely,

Peter Lombardi
Town Manager

cc: Richard Draper, Nauset Regional School Committee (Brewster)
Tom Fitzgibbons, Nauset Regional School Committee (Brewster)
Cathryn Lonsdale, Nauset Regional School Committee (Brewster)
Richard Stewart, Nauset Regional School Committee (Brewster)
Brooke Clenchy, Nauset Public Schools Superintendent
Eastham Select Board
Jacqui Beebe, Eastham Town Administrator
Orleans Select Board
Kim Newman, Orleans Town Manager
Wellfleet Select Board

Nauset District Agreement
Amendments proposed by the Brewster Finance Committee
Prepared by Pete Dahl, Chair

Intent: The intent of these proposed amendments to the Nauset Regional School Agreement is to foster a greater sense of transparency in the deliberations and administration of the school system. Transparency includes greater community input in budgeting, tuition agreements and review of the District Agreement every 5 years. Sections that reference current Massachusetts General Laws (MGL) should have the both the reference and the entirety of the law incorporated into the document for ease of interpretation and transparency.

1. Budget

Insert Monomoy Agreement Sections VII and VIII in their entirety. Move Budget Section to new Section V (After apportionment of costs - Section IV) (ATTACHMENT 1)

2. Governance

A Chairperson and Vice-Chairperson shall be elected from among the Nauset Regional School Committee (NRSC) membership. The Committee will have as standard practice that the Chairperson shall annually rotate between the member towns. By a two-thirds (2/3) vote, and with at least one Committee member voting from each town voting in the affirmative, the Regional District School Committee may in any one year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member towns different from that of the Chairperson.

3. Requesting amendments to the District Agreement

Keep language proposed by NRSC Attorney Nancy Campany in Red-lined/Clean Version Section VIII (b). (ATTACHMENT 2)

- a. 10% of registered voters of any one town
- b. Vote by any member town

4. Tuition Students

- a. Any contract must include an amount to cover debt, capital costs and/or debt proxy.
- b. The NRSC will establish a committee to negotiate any Tuition Agreement between non-member towns and the NRSC. The Negotiating Committee shall have as a member an administrator from one of the member towns. The negotiating Committee shall seek public input in the form of public hearings, and meetings with the Select Boards and Finance Committees of the member towns.

January 10, 2024

5. Review of Regional District Agreement

- a. There will be a mandatory review of the District Agreement at five (5) year intervals.
- b. The NRSC will establish a subcommittee to review the District Agreement. This subcommittee will be composed of a School Committee member from each town and a member to be chosen by the administration of the member towns. The Superintendent of the NRSC shall be a non-voting member.
- c. The subcommittee will seek input from the member towns and circulate to the member towns any proposed revisions prior to submitting their report to the NRSC.

6. School Choice

- a. The NRSC will conduct an annual public hearing and vote on School Choice.
- b. There will be a Cap of (X%) placed on the total enrollment of Choice pupils for any single year.

Attachment 1

Section IV and Section IX

Reorder Section IX (Budget) to Section IV, immediately before Apportionments.

Replace Section IV with the following Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each member town to have input into its preparation. On or about January 15, the Regional District School Committee shall complete its proposed budget for the ensuing year. The Regional District School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, one from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote. Said proposed budget is subject to the approval by majority vote of the Regional District School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.

3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.

January 10, 2024

4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.

5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq, as those terms and conditions may be amended.

6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school choice revenue to be allocated to each school's portion of the budget will be calculated as follows:

a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.

b. The average of these three percentages will be calculated.

c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.

2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.

3. "Transportation costs" include all costs associated with transporting the District's students to and from school.

4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

ATTACHMENT 2

- B. Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by (i) a signed petition bearing the signatures of ten (10%) per cent of the registered voters of any one of the member towns, which contains, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition that appear to be names of registered voters from that town, submitted by the petitioners to the secretary of the Committee or by (ii) a vote of any town meeting of any member town or (iii) a majority of all the members of the Committee. In the case of any such proposal for amendment pursuant to Section VIII B (ii), the town clerk of the applicable member town shall forthwith deliver a copy of such town meeting vote to the secretary of the Committee. In each case, the secretary of the Committee shall forthwith mail or deliver a notice in writing to the Select Board of each of the member towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition), such vote proposing the amendment, and a copy of the proposed amendment.



Town of Brewster

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

Office of:
Select Board
Town Manager

May 9, 2023

Chris Easley
Chair, Nauset Regional School Committee
78 Eldredge Park Way
Orleans, MA 02653

Dear Chair Easley,

Please accept this correspondence as an official request on behalf of the Brewster Select Board to initiate amendments to the Nauset regional school agreement. The agreement has served our district very well, but it has not been revised in more than 20 years and much has changed in that time. We recognize that, ultimately, any such proposed amendments require Town Meeting approvals.

Specifically, the Brewster Select Board is seeking changes to the methodology for calculating each member towns' capital and operating annual assessments. Per Sections IV D & E of the regional agreement, those amounts are currently based on each town's respective enrollment in the regional district schools on October 1 of the preceding fiscal year. Instead of basing annual assessments on a single year of student enrollment data, we propose calculating them based on a three-year rolling average of student enrollment. The Town Administrators in the Eastham, Wellfleet, and Orleans are all supportive of making this change. Superintendent Clenchy also initially indicated she would be supportive. Many other regional school districts in the Commonwealth have adopted this approach. By reducing the impacts of year-to-year shifts in student enrollment, it improves the ability of member towns to plan for and build their budgets. Its moderating effects also help avoid zero-sum scenarios between member towns.

In addition to this requested change to the regional school agreement, the Brewster Select Board is also interested in the following:

- Better understanding how transportation costs are apportioned to the member towns, particularly as it pertains to the transportation expenses of charter and school choice students.
- The extent to which the current proportional representation of the Nauset Regional School Committee remains reflective of the student population in each of the member towns. The committee's current composition is based on student enrollment by town as of 2002.

- Setting a mutually agreed upon schedule for reassessing and potential amending the regional school agreement – eg. every 5 or 10 years. This is a standard practice in Town charters.

Finally, and most importantly, the Brewster Select Board strongly encourages the Nauset Regional School Committee to make all reasonable efforts to either seek amendments to the regional school agreement to include Provincetown and Truro in the district in FY25 or to update their tuition agreements, set to expire in June 2024, such that those towns would pay their proportional share of the region's debt effective FY25.

On behalf of the Brewster Select Board, we appreciate your consideration of these requests, and we welcome the opportunity to speak further with you about them in the near future.

Sincerely,



Peter Lombardi
Town Manager

cc: Richard Draper, Nauset Regional School Committee (Brewster)
Tom Fitzgibbons, Nauset Regional School Committee (Brewster)
Cathryn Lonsdale, Nauset Regional School Committee (Brewster)
Richard Stewart, Nauset Regional School Committee (Brewster)
Brooke Clenchy, Nauset Public Schools Superintendent
Eastham Select Board
Jacqui Beebe, Eastham Town Administrator
Orleans Select Board
Charlie Sumner, Orleans Interim Town Administrator
Wellfleet Select Board
Rich Waldo, Wellfleet Town Administrator

NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

The agreement for the establishment of the Nauset Regional School District, as heretofore amended, is hereby further amended and restated to read as follows:

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts ("M.G.L."), as amended, among for a regional school district for the Towns of Brewster, Eastham, Orleans and Wellfleet, Massachusetts (hereinafter sometimes referred to as the "member towns") for the purpose of establishing a regional school district and setting forth the terms and conditions for its operation. The regional school, such district shall to be called the "Nauset Regional School District (hereinafter sometimes referred to as "District"). This amendment and restatement is made pursuant to Section VIII of the original regional agreement, as previously amended, by amending and restating the regional agreement in its entirety. The provisions of this restatement supersede any contrary or inconsistent provisions of the original regional agreement and any contrary or inconsistent provisions of any amendments prior to this amendment and restatement. In consideration of the mutual promises herein contained, it is hereby agreed as follows: "

SECTION I

Membership of the Regional District School Committee

- A. Number of Members. The powers and duties of the District shall be vested in and exercised by a Regional School District School Committee, (hereinafter sometimes referred to as the "Committee"). The Committee, beginning with the annual town elections of 2003, shall consist of ten members, four from being residents of the Town of Brewster, three being residents of the Town of Orleans, two being residents of the Town of Eastham, and one being a resident of the Town of Wellfleet. To achieve proportional representation on the Committee, effective following the annual elections of 2003, the members from Brewster, Eastham and Wellfleet shall have one vote per member, and the members from Orleans 8 (8/10) votes per member. votes by the members shall be weighted as described in Paragraph F. below. All ten members shall be elected by their individual towns, as prescribed in Paragraph B. below.
- B. Election of Members. In every year in which the term of office of an elected Committee member expires, the member town concerned shall, at its annual election, elect one member to serve for a term of three years. The Nauset Regional School District shall consist of four member towns, each of which shall elect representatives to serve for three year terms as described above; provided, however, that any member elected prior to 2001 shall serve for a three-year term.

~~At the annual town elections in 2002, Brewster and Orleans shall elect one member each for terms of three years. At the 2003 elections, Brewster, Eastham, and Orleans shall elect one member each, for terms of three years. At the 2004 elections, Brewster shall elect two members, and Eastham, Orleans and Wellfleet one member each, for terms of three years. The terms of all such elected members shall commence upon such elected member becoming duly qualified by having taken such member's oath of office on or after the day following their election and continue for the terms for which they are such member is elected and thereafter until their successor is are elected and duly qualified by having taken such successor's oath of~~

~~office. Thereafter, at every succeeding annual or special town election when a member town is required to elect a member each town shall elect such member to serve on the Committee for a term of three years commencing on the day following such election.~~

- C. Holding Office/Vacancies. ~~In the event that any then serving member of the Committee shall be unable to continue to serve in such office due to death, resignation, relocation of residence from the member town which such Committee member represents, or lawful removal from office, such event shall be deemed to create a vacancy hereunder. In the event that any newly elected or appointed member shall fail to qualify for office due to death or declination to serve or refusal to take the oath of office, such failure to qualify shall be deemed to create a vacancy hereunder. Each member shall hold office during his term and thereafter until the appointment, or election and qualification of his successor.~~ If a vacancy ~~occursexists,~~ within thirty (30) days, the Select ~~Boardmen~~ of the member town ~~concerned or towns of the district involved~~ shall appoint a member to serve until the next annual or special town election and at such election, a successor to serve for the balance of the unexpired term, if any, shall be elected. All Committee members shall serve until their respective successors are elected or appointed and qualified.
- D. Officers of the Committee. Annually, ~~at the first meeting of the Committee held on or after July 1, upon the election or appointment and qualification of its members,~~ the ~~C~~committee shall organize and choose by ballot a chair~~personman~~ and vice-chair~~personman~~ from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chair~~personman~~ and Vice-Chair~~personman~~ who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.
- E. Powers and Duties. ~~The Committee shall have all the powers and duties conferred and imposed upon such school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in M.G.L. Chapter 71, Sections 16 to 16I inclusive, and any amendments thereof and additions thereto, now or hereafter enacted, or as may be specified in any other general law or in any applicable special law.~~
- F. Voting and Quorum.
- (1) In accordance with M.G.L. Chapter 71, Section 14E(4), as amended, to achieve proportional representation on the Committee, upon the last to occur of the acceptance of this Agreement by all member towns by vote at town meeting and the acceptance of this Agreement by the Commissioner of Elementary and Secondary Education (the "Commissioner"), on all issues requiring a vote of the Committee, the Committee members from the Town of Brewster shall each cast a weighted vote with a value of 1.0; the Committee members from the Town of Eastham shall each cast a weighted vote with a value of 1.1; the Committee members from the Town of Orleans shall each cast a weighted vote with a value of 0.8; and the Committee member from the Town of Wellfleet shall cast a weighted vote with a value of 1.4; such weighted votes being based on the relative resident populations as required by Massachusetts law utilizing the 2020 Federal census figures calculating the population for each of the member towns.

- (2) The weight of the votes of the Committee members from each member town shall be re-evaluated, and if necessary, reset, by the Committee every ten (10) years within one year after the initial release of population data from each Federal decennial census, with the weight of votes of Committee members to be based on such most recent Federal decennial census data. The weighted votes of the Committee members from each town shall be in proportion to the population of the member town compared to the population of all member towns of the District combined, so that the actual weighted vote of the individual members of the Committee from each member town, expressed in tenths, is as nearly equal to one (1) vote per Committee member as possible while still ensuring that the largest percentage deviation between any two member towns in the numerical variance of each member town from the ideal representation figure for the District falls within a deviation of 10.0%. The resetting of the weight of the votes of the elected members of the Committee which will come from each member town shall not be viewed as an amendment to the Regional Agreement. The weighted votes of the Committee members of a particular member town shall be equal in weight. The vote of any Committee member appointed to fill a vacancy pursuant to Section I (C) shall bear the same weight as the vote of the Committee member whose vacant seat was filled by such appointment.
- (3) The quorum of the Committee for the transaction of business shall be a majority of the total weighted vote for all Committee members, but a lesser number may adjourn. An affirmative majority of the total weighted vote for all Committee members present and voting shall be required to pass any motion or act upon any other business of the Committee which requires a majority vote. An affirmative two-thirds (2/3) of the total weighted vote for all Committee members present and voting shall be required to pass any motion that requires a two-thirds vote, provided however, that two-thirds (2/3) of the total weighted vote for all Committee members, whether or not present and voting, shall be required to adopt a budget under Sections IX A and B, to vote to utilize the indebtedness approval method set forth at M.G.L. Chapter 71, Section 16 (n) under Section XIII of this Agreement, and for any other business which by law requires a vote of two-thirds of all of the members of the Committee.

SECTION II

Types of Regional District Schools

The regional district schools shall consist of facilities to serve the needs of grades six through twelve.

The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws M.G.L. and Acts amendatory thereto or dependent thereon, if the Committee deems it desirable.

SECTION III

Locations of Regional District Schools

The regional district schools shall be located within the district and in the general area within a five-mile radius from the intersection of Mid-Cape Highway (Route 6) and Samoset Road (in Eastham).

SECTION IV

Apportionment and Payment of Costs Incurred by the District

- A. A.—In compliance with 603 Code of Massachusetts Regulations (“CMR”) 10.03(3), as amended, the District shall adopt and consistently use for all accounting purposes, the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education or its successor (“DESE”). District budgets shall be consistently prepared using the line items and associated definitions described in said Chart of Accounts.
- B. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories, Capital Costs and Operating Costs.
- C.
- D. B.—Capital Costs shall include all expenses in the nature of capital outlay, including without limitation all expenses as outlined in M.G.L. Chapter 71, Section 16(d) as it may be amended from time to time, such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects’ or consultants’ fees, costs of sewer systems and sewage treatment or disposal or disposal facilities or the cost of purchase or use of such systems with a municipality, grading and other items incidental to placing school buildings and additions and related premises in operating condition and the cost of any other capital asset or outlay which the District may acquire or any other costs (whether or not so financed) for which the District is or may be authorized to borrow by statute or to finance by the issue of bonds under any applicable general or special law now or hereafter in effect. Capital Costs shall also include payment of principal and interest on bonds or other obligations issued by the District to finance Capital Costs. Capital Costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.
- E.
- F. C.—Operating Costs shall include all costs not included in Capital Costs as defined in Section IV (CB), including without limitation costs such as salaries, wages, supplies, tests, repair and maintenance, expenditures, but including interest on temporary notes issued by the Districts in anticipation of revenue and other costs incurred in the day-to-day operation of the schools.
- G.
- H. D.—Payment of all Capital Costs in any fiscal year shall be apportioned among the member towns based on the ratio which that member town’s Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town’s combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student

Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.

- I. Operating Costsexpenses of each fiscal year shall be apportioned to the member towns based on the Alternative Assessment Method as calculated and outlined in subsection (1), below, or based on the Statutory Assessment Method as defined in 603 CMR 41.00, calculated as set forth in subsection (2) below. The Committee will have the option to vote the Alternative Assessment Method or the Statutory Assessment Method each year.

(1) Alternative Assessment Method:

- (a) Each member town's share of Operating Costs for each fiscal year shall on the basis of the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns. their respective enrollments in the regional district schools, and, on October 1 of the preceding fiscal year.
- (b) Use of the Alternative Assessment Method must be approved by all member towns in each fiscal year in which it is utilized.

(2) Statutory Assessment Method.

- (a) The apportionment of Operating Costs for each member town for each fiscal year will be the sum of the following: (i) the member town's required local contribution to the District as defined in M.G.L. Chapter 70, Section 2 and determined by the Commissioner; (ii) the member town's share of that portion of net school spending as defined in M.G.L. Chapter 70, Section 2 that exceeds the total of the required local contribution for all member towns; and (iii) the member town's share of costs for transportation and all other expenditures (exclusive of Capital Costs as defined in Section IV C, above) that are not included in the District's net school spending.
- (b) A member town's share of subsection 2 (a)(ii) and 2 (a)(iii) above will be based on the ratio which that member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.

- J. For purposes of defining Student Enrollment related to assessments, Student Enrollment shall be defined as the number of residents of the member town who, as of October 1 of the applicable year(s), are attending any of the following (i) the schools of the District, (ii) publicly-funded charter schools, and (iii) other public schools of choice (which includes but is not limited to resident students attend other public schools pursuant to School Choice, resident students attending a special education collaborative, and resident students attending other special education schools and settings, but excludes resident students attending regional vocational school districts in which the member towns are members). Student Enrollment in the schools of the District shall be calculated using figures published by DESE in its October 1 District Enrollment Report x2 for the three preceding fiscal years.

Student Enrollment in publicly-funded charter schools and other public schools of choice shall be calculated using figures published by DESE in its October 1 Foundation Enrollment Report 3 for the three preceding fiscal years.

- K. Each member town shall pay its proportionate share of the Capital Costs and Operating Cost expenses to the regional school District in each fiscal year in four equal installments on or about the first days of September, December, March and June, such schedule to be set by mutual agreement of the Select Boards of Selectmen of the member towns, and the School Committee. If mutual agreement cannot be reached, the payments shall be due on the first days of those months.
- L. The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Massachusetts Department of Revenue and consistent with the terms of M.G.L. Chapter 71, Section 16B ½, as it may be amended.

SECTION V

Transportation

School transportation of all student pupils to and from the regional district schools of the District shall be furnished by the regional school District according to M.G.L. Chapter 71, Section 16C as amended, and the cost thereof shall be apportioned among the member towns as an annual Operating Cost pursuant to Section IV F.

SECTION VI

Admission of Additional Towns

- A. _____By an amendment of this Agreement adopted under and in accordance with Section VIII below, any other town or towns may be admitted to the regional school district upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended, and also upon compliance with such provisions of law as may be applicable, including but not limited to 603 CMR 41.05(6) as amended, and such terms as may be set forth in such amendment. Notwithstanding the timeline and effective date outlined in Section VIII B and Section VIII C, a new member town may only be admitted at the beginning of a fiscal year, effective on July 1 of that fiscal year, and only if the approval of all member towns and the Commissioner has been obtained on or before the preceding December 31st. The authorizing votes of the member towns may provide for the deferral of said admission until July 1 of a subsequent fiscal year.
- B. Upon admission of a new member town to the District, assessments levied against the other member towns by the District to meet Capital Costs as defined in Section IV C shall be reapportioned, the terms of reapportionment to be stipulated in the amendment to this Agreement by which the newly admitted member town is admitted to the District.

- C. The newly admitted member town shall pay to the District its share, as determined in Section VI B. and VI C. of this Agreement, of the funded indebtedness of the District already retired. For the purpose of this calculation such funded retired indebtedness shall be deemed to be the difference between (1) the original Capital Costs incurred by the District plus any subsequent Capital Costs, exclusive of interest and the total state construction grant, if any, depreciated at the rate of 2 percent per year, and (2) that part of Capital Costs as yet unpaid less that part of the state construction grant not yet received. Such share of the newly admitted member town shall be paid over the remaining scheduled period for repayment of such indebtedness, in four equal installments, to be paid not later than the twentieth of March, June, September, and December in each year during this remaining period of indebtedness. Payments thus made toward retired indebtedness shall be credited to the other member towns comprising the District in amounts proportionate to the share of those same Capital Costs that each of those other member towns paid in the past.

SECTION VII

Separation/Withdrawal

- A. The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this Section. A member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such member town may withdraw from the District. If the Committee fails to draw up such a proposed amendment, the member town may prepare such a proposed amendment and submit it to the Committee pursuant to Section VIII B, hereinafter; provided however, that any such proposed amendment shall incorporate all terms of withdrawal set forth in this Section VII.
- B. The clerk of the member town seeking to withdraw, within seven (7) days of the vote of the annual or special town meeting requesting the Committee to draw up an amendment to this Agreement for the purpose of withdrawal of such member town, shall notify the Committee chairperson and the District's superintendent of schools in writing of such vote and shall provide a certified copy of the vote with such notification. Thereupon, the Committee shall draw up an amendment to this Agreement consistent with the terms and provisions of this Section VII and setting forth such other terms of withdrawal as the Committee deems advisable, subject to the limitations contained in Section VIII A. The Secretary of the Committee shall mail or deliver a notice in writing to the Select Board of each member town that the Committee has drawn up an amendment to this Agreement providing for the withdrawal of a member town and enclosing with such notice a copy of such proposed amendment. The Select Board of each member town shall include an article stating the amendment in the warrant for the next annual or special town meeting of the Town.
- C. No less than two (2) full years prior to the desired date of withdrawal, the member town seeking to withdraw, in addition to the other requirements referred to in Paragraphs A and B above, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02 (2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the member town and under the jurisdiction

of the District and construction efficiencies, if any; the proposed administrative structure; the fiscal ramifications of the withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

- D. Said petitioning town shall cease to be a member town only if the Committee's proposed amendment to this Agreement is approved by the Committee, and accepted by the petitioning town and each of the other member towns, and by the Commissioner; acceptance by the petitioning town and by the other member towns to be by majority vote at an annual or special town meeting and approval by the Committee to require a majority vote. Such withdrawal shall become effective no earlier than one full year after the last to occur of the following events: the town meeting vote of the withdrawing town as described in Paragraph A, above, completion of the approval of the proposed amendment to this Agreement by the Committee, the member towns (including the withdrawing member town), and the Commissioner; and the submittal of a long range education plan consistent with Paragraph C, above. Any such withdrawal shall become effective only at the beginning of a fiscal year of the District. The authorizing votes of the member towns may provide for the deferral of said withdrawal until July 1 of a subsequent fiscal year.
- E. ~~A.—Any member town may petition to withdraw from the regional school district under terms stipulated in a proposed amendment to the agreement.~~
- F. In addition to other terms and requirements which the Committee may include in the proposed amendment, provided (1) that the member town seeking to withdraw (1) shall have paid over to the District or remain liable for any unpaid operating costs for which it became liable as a member of the District, including amounts which have been certified by the District treasurer to the treasurer of the withdrawing town, and including the full amount so certified for the year in which such withdrawal takes effect, and (2) that said town shall remain liable to and shall continue to make payments to the District for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits ("OPEB")) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town's responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that except that (i) where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal, and (ii) such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest. The Committee's proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing

- member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below
- G.
- H. B.— A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.
- I.
- J. C.—Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- K.
- L. D.—Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

SECTION VIII

Amendments

- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.
- B. Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by (i) a signed petition bearing the signatures of ten (10%) per cent of the registered voters of any one of the member towns, which contains, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition that appear to be names of registered voters from that town, submitted by the petitioners to the secretary of the Committee or by (ii) a vote of any town meeting of any member town or (iii) a majority of all the members of the regional district school-committee. In the case of aAny such proposal for amendment pursuant to Section VIII B (ii), the town clerk of the applicable member town shall forthwith deliver a copy of such town meeting vote -shall be presented- to the secretary of the Committee. In each case, the secretary of the Committee who shall forthwith mail or deliver a notice in writing

to the ~~Board of Selectmen~~ Select Board of each of the member towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition), such vote proposing the amendment, and a copy of the proposed amendment.

- C. The Select ~~Boardmen~~ in each member town shall include in the warrant for the next annual meeting or a special town meeting called for the purpose, an article stating the proposed amendment-proposal or the substance thereof. Except in the case of amendments resulting from the addition of a new member, which shall become effective as set forth in Section XI, Such amendment shall take effect upon its acceptance by each member town, acceptance by each member town to be by a majority vote at a town meeting as aforesaid, and only after approval of the Commissioner, in the manner hereinabove provided. Should the amendment impact the budget, said amendment will only take effect on the first July 1 which falls after acceptance by all of the member towns and receipt of approval of the Commissioner, and only when there has been sufficient advanced time to prepare the budget and assessments in accordance with the new procedure set forth in such amendment. All amendments must be approved by the Commissioner.

SECTION IX

Budget

- A. — At the opening of each academic year, the Committee shall as promptly as practicable, proceed to determine the amounts necessary to be raised to maintain and operate the ~~regional schools~~ District for the next during the ensuing fiscal year, and the amount required for the payment of debt and interest incurred by the District which will be due in said year, and shall prepare a tentative adopt an annual maintenance and operating budget containing all proposed operating expenditures, capital expenditures and debt service payments to be paid from general revenues of the District and using with consistency the line items and associated definitions described in the Chart of Account, as amended, established and maintained by DESE. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member town assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method then provided for in the regional agreement, if any; and shall specify the total amounts to be assessed to the member towns for the support of the budget. All non-recurring expenditures shall be itemized. This tentative operating budget shall be itemized in such further detail as the Committee may deem advisable for said year. Such tentative operating budget shall be approved by a majority of the members of the Committee. The Committee shall then submit copies to the Chairperson of the Finance or Advisory Committee of each member town, or if there is no Finance or Advisory Committee in a member town, to the chairman of the ~~Board of Selectmen~~ Select Board of such member town, for their consideration at least thirty (30) days prior to the date on which the final operating and capital budget is adopted by the Committee and at least 45 days prior to the earliest business session of any member's annual town meeting.
- B. The Committee shall hold a budget hearing consistent with M.G.L. Chapter 71, Section 38N, as amended, annually on its proposed annual budget not less than seven days after publication of a notice thereof in a newspaper having general circulation in the region.

Following the public hearing on the proposed budget, the Committee may make any such modifications to its proposed budget as it may deem necessary or desirable before voting to adopt a final operating and maintenance budget.

- C. Following such hearing, the Committee shall adopt a final budget by a two-thirds ($\frac{2}{3}$) weighted vote of all its members, incorporating such changes from the proposed budget that the Committee has deemed appropriate. Said adoption of a final budget will occur not later than forty-five (45) days prior to the earliest date on which the business section of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1).
- D. The budget and assessments shall be so constructed to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs. The Committee shall apportion the annual budget in accordance with the provisions of Section IV.
- E. The amount so apportioned for each town shall be certified in accordance with Section 16B of Chapter 71 of the ~~General Laws~~ M.G.L. and within thirty (30) days from the date on which the budget is adopted, and in no event later than April 30, by the District treasurer shall certify to the treasurers of each of the member towns that town's assessed share of such budget.
- F. The annual budget, as adopted by the Committee, and the member town's assessment as certified by the Treasurer of the District shall be placed before each local appropriating authority for its consideration. The annual budget, as adopted by the Committee shall require the approval of two-thirds ($\frac{2}{3}$) of the member towns by an affirmative vote of the appropriating authorities for such member towns. A vote by the local appropriating authority to appropriate the member town's assessment shall constitute approval of the District's budget. The District budget, so approved, shall be apportioned among the member towns in accordance with the terms of Section IV E. and Section IV F. ~~Each~~ each town shall appropriate the amounts so certified, and such amounts shall be paid in accordance with the terms in Section IV H of this Agreement.

SECTION X

Tuition-StudentPupils

- A. The District shall accept all students who reside in any member town of the District who have completed the fifth grade.
- B. Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law, provided however, that the cost of tuition for attending such a school and the cost of transportation, to the extent required by law shall be paid by the member town of the student's residence and shall not be included in the District's budget or assessed to the member towns as an Operating Cost or Capital Cost.

- C. The Committee may accept for enrollment in the regional district school students from towns other than the member towns on a tuition bases and on such terms as it may determine. Income received by the District with respect to tuition students may be deposited into an approved revolving account and expended by the Committee without further appropriation by the member towns.

SECTION XI

Annual Report

- A. The Committee shall submit to each of the member towns an annual report, in sufficient time for inclusion in the annual reports of said member towns. This annual report shall include a detailed financial statement showing the methods by which each member town's share of the annual charges assessed against each member town, including without limitation operating and capital costs, were computed, together with such additional information relating to the operation and maintenance of such school as may be deemed necessary by the Committee or by the Select Board of any member town.
- B. The Committee shall conduct an annual independent financial audit and receive the audit report in public session. Copies of the audit report shall be provided within ten (10) days to the Select Board of each member town, to the school committees of each member town, and to such other officers of the member towns and the District as may be required by law.

SECTION XII

Review of Regional Agreement

Recognizing that circumstances often change over time, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study the Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial in light of then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its own discretion as to whether or not it will implement any of the group's recommendations.

SECTION XIII

Incurring of Debt

The District may borrow under M.G.L. Chapter 71, Section 16(d) and any other applicable general or special law now or hereafter in effect. Pursuant to M.G.L. Chapter 71, Section 16(d), not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from any source, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the Select Board for each member town. No debt may be incurred until authorized in accordance with M.G.L. Chapter 71, Section 16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. Notwithstanding the provision of this Section XIII, the Committee may, by a vote of two-thirds of all its members, require that the approval of any particular

authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. Chapter 71, Section 16(n) rather than pursuant to the provisions of M.G.L. Chapter 71, Section 16 (d).

School Committee Signatures:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Signature of Commissioner of Elementary and Secondary Education:

_____ Date: _____

NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

The agreement for the establishment of the Nauset Regional School District, as heretofore amended, is hereby further amended and restated to read as follows:

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts ("M.G.L."), as amended, among the Towns of Brewster, Eastham, Orleans and Wellfleet, Massachusetts (hereinafter sometimes referred to as the "member towns") for the purpose of establishing a regional school district and setting forth the terms and conditions for its operation. The regional school district shall be called the Nauset Regional School District (hereinafter sometimes referred to as "District"). This amendment and restatement is made pursuant to Section VIII of the original regional agreement, as previously amended, by amending and restating the regional agreement in its entirety. The provisions of this restatement supersede any contrary or inconsistent provisions of the original regional agreement and any contrary or inconsistent provisions of any amendments prior to this amendment and restatement. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I

The Regional District School Committee

- A. Number of Members. The powers and duties of the District shall be vested in and exercised by a District School Committee (hereinafter sometimes referred to as the "Committee"). The Committee shall consist of ten members, four being residents of the Town of Brewster, three being residents of the Town of Orleans, two being residents of the Town of Eastham, and one being a resident of the Town of Wellfleet. To achieve proportional representation on the Committee, votes by the members shall be weighted as described in Paragraph F. below. All ten members shall be elected by their individual towns, as prescribed in Paragraph B. below.
- B. Election of Members. In every year in which the term of office of an elected Committee member expires, the member town concerned shall, at its annual election, elect one member to serve for a term of three years. The terms of all such elected members shall commence upon such elected member becoming duly qualified by having taken such member's oath of office on or after the day following their election and continue for the term for which such member is elected and thereafter until their successor is duly qualified by having taken such successor's oath of office.
- C. Holding Office/Vacancies. In the event that any then serving member of the Committee shall be unable to continue to serve in such office due to death, resignation, relocation of residence from the member town which such Committee member represents, or lawful removal from office, such event shall be deemed to create a vacancy hereunder. In the event that any newly elected or appointed member shall fail to qualify for office due to death or declination to serve or refusal to take the oath of office, such failure to qualify shall be deemed to create a vacancy hereunder. If a vacancy occurs, within thirty (30) days, the Select Board of the member town concerned shall appoint a member to serve until the next annual or special town election and at such election, a successor to serve for the balance of the unexpired term, if any, shall be elected. All Committee members shall serve until their respective successors are elected or appointed and qualified.

- D. Officers of the Committee. Annually, at the first meeting of the Committee held on or after July 1, the Committee shall organize and choose by ballot a chairperson and vice-chairperson from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairperson and Vice-Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.
- E. Powers and Duties. The Committee shall have all the powers and duties conferred and imposed upon such school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in M.G.L. Chapter 71, Sections 16 to 16I inclusive, and any amendments thereof and additions thereto, now or hereafter enacted, or as may be specified in any other general law or in any applicable special law.
- F. Voting and Quorum.
- (1) In accordance with M.G.L. Chapter 71, Section 14E(4), as amended, to achieve proportional representation on the Committee, upon the last to occur of the acceptance of this Agreement by all member towns by vote at town meeting and the acceptance of this Agreement by the Commissioner of Elementary and Secondary Education (the "Commissioner"), on all issues requiring a vote of the Committee, the Committee members from the Town of Brewster shall each cast a weighted vote with a value of 1.0; the Committee members from the Town of Eastham shall each cast a weighted vote with a value of 1.1; the Committee members from the Town of Orleans shall each cast a weighted vote with a value of 0.8; and the Committee member from the Town of Wellfleet shall cast a weighted vote with a value of 1.4; such weighted votes being based on the relative resident populations as required by Massachusetts law utilizing the 2020 Federal census figures calculating the population for each of the member towns.
- (2) The weight of the votes of the Committee members from each member town shall be re-evaluated, and if necessary, reset, by the Committee every ten (10) years within one year after the initial release of population data from each Federal decennial census, with the weight of votes of Committee members to be based on such most recent Federal decennial census data. The weighted votes of the Committee members from each town shall be in proportion to the population of the member town compared to the population of all member towns of the District combined, so that the actual weighted vote of the individual members of the Committee from each member town, expressed in tenths, is as nearly equal to one (1) vote per Committee member as possible while still ensuring that the largest percentage deviation between any two member towns in the numerical variance of each member town from the ideal representation figure for the District falls within a deviation of 10.0%. The resetting of the weight of the votes of the elected members of the Committee which will come from each member town shall not be viewed as an amendment to the Regional Agreement. The weighted votes of the Committee members of a particular member town shall be equal in weight. The vote of any Committee member appointed to fill a vacancy pursuant to Section I (C) shall bear the same weight as the vote of the Committee member whose vacant seat was filled by such appointment.

(3) The quorum of the Committee for the transaction of business shall be a majority of the total weighted vote for all Committee members, but a lesser number may adjourn. An affirmative majority of the total weighted vote for all Committee members present and voting shall be required to pass any motion or act upon any other business of the Committee which requires a majority vote. An affirmative two-thirds (2/3) of the total weighted vote for all Committee members present and voting shall be required to pass any motion that requires a two-thirds vote, provided however, that two-thirds (2/3) of the total weighted vote for all Committee members, whether or not present and voting, shall be required to adopt a budget under Sections IX A and B, to vote to utilize the indebtedness approval method set forth at M.G.L. Chapter 71, Section 16 (n) under Section XIII of this Agreement, and for any other business which by law requires a vote of two-thirds of all of the members of the Committee.

SECTION II

Types of Regional District Schools

The regional district schools shall consist of facilities to serve the needs of grades six through twelve.

The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the M.G.L. and Acts amendatory thereto or dependent thereon, if the Committee deems it desirable.

SECTION III

Locations of Regional District Schools

The regional district schools shall be located within the district and in the general area within a five-mile radius from the intersection of Mid-Cape Highway (Route 6) and Samoset Road (in Eastham).

SECTION IV

Apportionment and Payment of Costs Incurred by the District

- A. In compliance with 603 Code of Massachusetts Regulations ("CMR") 10.03(3), as amended, the District shall adopt and consistently use for all accounting purposes, the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education or its successor ("DESE"). District budgets shall be consistently prepared using the line items and associated definitions described in said Chart of Accounts.
- B. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories, Capital Costs and Operating Costs.
- C. Capital Costs shall include all expenses in the nature of capital outlay, including without limitation all expenses as outlined in M.G.L. Chapter 71, Section 16(d) as it may be amended

from time to time, such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, costs of sewer systems and sewage treatment or disposal or disposal facilities or the cost of purchase or use of such systems with a municipality, grading and other items incidental to placing school buildings and additions and related premises in operating condition and the cost of any other capital asset or outlay which the District may acquire or any other costs (whether or not so financed) for which the District is or may be authorized to borrow or to finance by the issue of bonds under any applicable general or special law now or hereafter in effect. Capital Costs shall also include payment of principal and interest on bonds or other obligations issued by the District to finance Capital Costs. Capital Costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.

- D. Operating Costs shall include all costs not included in Capital Costs as defined in Section IV (C), including without limitation costs such as salaries, wages, supplies, tests, repair and maintenance, expenditures, interest on temporary notes issued by the District in anticipation of revenue and other costs incurred in the day-to-day operation of the schools.
- E. Capital Costs in any fiscal year shall be apportioned among the member towns based on the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.
- F. Operating Costs of each fiscal year shall be apportioned to the member towns based on the Alternative Assessment Method as calculated and outlined in subsection (1), below, or based on the Statutory Assessment Method as defined in 603 CMR 41.00, calculated as set forth in subsection (2) below. The Committee will have the option to vote the Alternative Assessment Method or the Statutory Assessment Method each year.

(1) Alternative Assessment Method:

- (a) Each member town's share of Operating Costs for each fiscal year shall on the basis of the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.
- (b) Use of the Alternative Assessment Method must be approved by all member towns in each fiscal year in which it is utilized.

(2) Statutory Assessment Method.

- (a) The apportionment of Operating Costs for each member town for each fiscal year will be the sum of the following: (i) the member town's required local contribution

to the District as defined in M.G.L. Chapter 70, Section 2 and determined by the Commissioner; (ii) the member town's share of that portion of net school spending as defined in M.G.L. Chapter 70, Section 2 that exceeds the total of the required local contribution for all member towns; and (iii) the member town's share of costs for transportation and all other expenditures (exclusive of Capital Costs as defined in Section IV C, above) that are not included in the District's net school spending.

(b) A member town's share of subsection 2 (a)(ii) and 2 (a)(iii) above will be based on the ratio which that member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.

- G. For purposes of defining Student Enrollment related to assessments, Student Enrollment shall be defined as the number of residents of the member town who, as of October 1 of the applicable year(s), are attending any of the following (i) the schools of the District, (ii) publicly-funded charter schools, and (iii) other public schools of choice (which includes but is not limited to resident students attend other public schools pursuant to School Choice, resident students attending a special education collaborative, and resident students attending other special education schools and settings, but excludes resident students attending regional vocational school districts in which the member towns are members). Student Enrollment in the schools of the District shall be calculated using figures published by DESE in its October 1 District Enrollment Report x2 for the three preceding fiscal years. Student Enrollment in publicly-funded charter schools and other public schools of choice shall be calculated using figures published by DESE in its October 1 Foundation Enrollment Report 3 for the three preceding fiscal years.
- H. Each member town shall pay its proportionate share of the Capital Costs and Operating Costs to the District in each fiscal year in four equal installments on or about the first days of September, December, March and June, such schedule to be set by mutual agreement of the Select Boards of the member towns, and the School Committee. If mutual agreement cannot be reached, the payments shall be due on the first days of those months.
- I. The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Massachusetts Department of Revenue and consistent with the terms of M.G.L. Chapter 71, Section 16B ½, as it may be amended.

SECTION V

Transportation

School transportation of all students to and from the schools of the District shall be furnished by the District according to M.G.L. Chapter 71, Section 16C as amended, and the cost thereof shall be apportioned among the member towns as an annual Operating Cost pursuant to Section IV F.

SECTION VI

Admission of Additional Towns

- A. By an amendment of this Agreement adopted under and in accordance with Section VIII below, any other town or towns may be admitted to the District upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended, and also upon compliance with such provisions of law as may be applicable, including but not limited to 603 CMR 41.05(6) as amended, and such terms as may be set forth in such amendment. Notwithstanding the timeline and effective date outlined in Section VIII B and Section VIII C, a new member town may only be admitted at the beginning of a fiscal year, effective on July 1 of that fiscal year, and only if the approval of all member towns and the Commissioner has been obtained on or before the preceding December 31st. The authorizing votes of the member towns may provide for the deferral of said admission until July 1 of a subsequent fiscal year.
- B. Upon admission of a new member town to the District, assessments levied against the other member towns by the District to meet Capital Costs as defined in Section IV C shall be reapportioned, the terms of reapportionment to be stipulated in the amendment to this Agreement by which the newly admitted member town is admitted to the District.
- C. The newly admitted member town shall pay to the District its share, as determined in Section VI B. and VI C. of this Agreement, of the funded indebtedness of the District already retired. For the purpose of this calculation such funded retired indebtedness shall be deemed to be the difference between (1) the original Capital Costs incurred by the District plus any subsequent Capital Costs, exclusive of interest and the total state construction grant, if any, depreciated at the rate of 2 percent per year, and (2) that part of Capital Costs as yet unpaid less that part of the state construction grant not yet received. Such share of the newly admitted member town shall be paid over the remaining scheduled period for repayment of such indebtedness, in four equal installments, to be paid not later than the twentieth of March, June, September, and December in each year during this remaining period of indebtedness. Payments thus made toward retired indebtedness shall be credited to the other member towns comprising the District in amounts proportionate to the share of those same Capital Costs that each of those other member towns paid in the past.

SECTION VII

Withdrawal

- A. The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this Section. A member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such member town may withdraw from the District. If the Committee fails to draw up such a proposed amendment, the member town may prepare such a proposed amendment and submit it to the Committee pursuant to Section VIII B, hereinafter; provided however, that any such proposed amendment shall incorporate all terms of withdrawal set forth in this Section VII.

- B. The clerk of the member town seeking to withdraw, within seven (7) days of the vote of the annual or special town meeting requesting the Committee to draw up an amendment to this Agreement for the purpose of withdrawal of such member town, shall notify the Committee chairperson and the District's superintendent of schools in writing of such vote and shall provide a certified copy of the vote with such notification. Thereupon, the Committee shall draw up an amendment to this Agreement consistent with the terms and provisions of this Section VII and setting forth such other terms of withdrawal as the Committee deems advisable, subject to the limitations contained in Section VIII A. The Secretary of the Committee shall mail or deliver a notice in writing to the Select Board of each member town that the Committee has drawn up an amendment to this Agreement providing for the withdrawal of a member town and enclosing with such notice a copy of such proposed amendment. The Select Board of each member town shall include an article stating the amendment in the warrant for the next annual or special town meeting of the Town.
- C. No less than two (2) full years prior to the desired date of withdrawal, the member town seeking to withdraw, in addition to the other requirements referred to in Paragraphs A and B above, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02 (2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the member town and under the jurisdiction of the District and construction efficiencies, if any; the proposed administrative structure; the fiscal ramifications of the withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Said petitioning town shall cease to be a member town only if the Committee's proposed amendment to this Agreement is approved by the Committee, and accepted by the petitioning town and each of the other member towns, and by the Commissioner; acceptance by the petitioning town and by the other member towns to be by majority vote at an annual or special town meeting and approval by the Committee to require a majority vote. Such withdrawal shall become effective no earlier than one full year after the last to occur of the following events: the town meeting vote of the withdrawing town as described in Paragraph A, above, completion of the approval of the proposed amendment to this Agreement by the Committee, the member towns (including the withdrawing member town), and the Commissioner; and the submittal of a long range education plan consistent with Paragraph C, above. Any such withdrawal shall become effective only at the beginning of a fiscal year of the District. The authorizing votes of the member towns may provide for the deferral of said withdrawal until July 1 of a subsequent fiscal year.
- E. In addition to other terms and requirements which the Committee may include in the proposed amendment the member town seeking to withdraw (1) shall have paid over to the District or remain liable for any unpaid operating costs for which it became liable as a member of the District, including amounts which have been certified by the District treasurer to the treasurer of the withdrawing town and the full amount so certified for the year in which such withdrawal takes effect, (2) shall remain liable to and shall continue to make payments to the District for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the District outstanding at the time of

such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits (“OPEB”)) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town’s responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal. The Committee’s proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below. A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.

- F. Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- G. Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

SECTION VIII

Amendments

- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.

such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits ("OPEB")) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town's responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal. The Committee's proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below. A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.

- F. Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- G. Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

SECTION VIII

Amendments

- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.

- B. Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by (i) a signed petition bearing the signatures of ten (10%) per cent of the registered voters of any one of the member towns, which contains, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition that appear to be names of registered voters from that town, submitted by the petitioners to the secretary of the Committee or by (ii) a vote of any town meeting of any member town or (iii) a majority of all the members of the Committee. In the case of any such proposal for amendment pursuant to Section VIII B (ii), the town clerk of the applicable member town shall forthwith deliver a copy of such town meeting vote to the secretary of the Committee. In each case, the secretary of the Committee shall forthwith mail or deliver a notice in writing to the Select Board of each of the member towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition), such vote proposing the amendment, and a copy of the proposed amendment.
- C. The Select Board in each member town shall include in the warrant for the next annual meeting or a special town meeting called for the purpose, an article stating the proposed amendment. Except in the case of amendments resulting from the addition of a new member, which shall become effective as set forth in Section XI, such amendment shall take effect upon its acceptance by each member town, acceptance by each member town to be by a majority vote at a town meeting as aforesaid, and only after approval of the Commissioner. Should the amendment impact the budget, said amendment will only take effect on the first July 1 which falls after acceptance by all of the member towns and receipt of approval of the Commissioner, and only when there has been sufficient advanced time to prepare the budget and assessments in accordance with the new procedure set forth in such amendment. All amendments must be approved by the Commissioner.

SECTION IX

Budget

- A. At the opening of each academic year, the Committee shall as promptly as practicable, proceed to determine the amounts necessary to be raised to maintain and operate the District for the next fiscal year, and the amount required for the payment of debt and interest incurred by the District which will be due in said year, and shall prepare a tentative operating budget containing all proposed operating expenditures, capital expenditures and debt service payments to be paid from general revenues of the District and using with consistency the line items and associated definitions described in the Chart of Account, as amended, established and maintained by DESE. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member town assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method then provided for in the regional agreement, if any; and shall specify the total amounts to be assessed to the member towns for the support of the budget. All non-recurring expenditures shall be itemized. This tentative operating budget shall be itemized in such further detail as the Committee may deem advisable. Such tentative operating budget shall be approved by a majority of the members of the Committee. The Committee shall then submit copies to the Chairperson of the

Finance or Advisory Committee of each member town, or if there is no Finance or Advisory Committee in a member town, to the chairman of the Select Board of such member town, for their consideration at least thirty (30) days prior to the date on which the final operating and capital budget is adopted by the Committee and at least.

- B. The Committee shall hold a budget hearing consistent with M.G.L. Chapter 71, Section 38N, as amended, annually on its proposed annual budget not less than seven days after publication of a notice thereof in a newspaper having general circulation in the region. Following the public hearing on the proposed budget, the Committee may make any such modifications to its proposed budget as it may deem necessary or desirable before voting to adopt a final operating and maintenance budget.
- C. Following such hearing, the Committee shall adopt a final budget by a two-thirds ($\frac{2}{3}$) weighted vote of all its members, incorporating such changes from the proposed budget that the Committee has deemed appropriate. Said adoption of a final budget will occur not later than forty-five (45) days prior to the earliest date on which the business section of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1).
- D. The budget and assessments shall be so constructed to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs. The Committee shall apportion the annual budget in accordance with the provisions of Section IV.
- E. The amount so apportioned for each town shall be certified in accordance with Section 16B of Chapter 71 of the M.G.L. and within thirty (30) days from the date on which the budget is adopted, and in no event later than April 30, the District treasurer shall certify to the treasurers of each of the member towns that town's assessed share of such budget.
- F. The annual budget, as adopted by the Committee, and the member town's assessment as certified by the Treasurer of the District shall be placed before each local appropriating authority for its consideration. The annual budget, as adopted by the Committee shall require the approval of two-thirds ($\frac{2}{3}$) of the member towns by an affirmative vote of the appropriating authorities for such member towns. A vote by the local appropriating authority to appropriate the member town's assessment shall constitute approval of the District's budget. The District budget, so approved, shall be apportioned among the member towns in accordance with the terms of Section IV E. and Section IV F. Each town shall appropriate the amounts so certified and such amounts shall be paid in accordance with the terms in Section IV H of this Agreement.

SECTION X

Students

- A. The District shall accept all students who reside in any member town of the District who have completed the fifth grade.

- B. Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law, provided however, that the cost of tuition for attending such a school and the cost of transportation, to the extent required by law shall be paid by the member town of the student's residence and shall not be included in the District's budget or assessed to the member towns as an Operating Cost or Capital Cost.
- C. The Committee may accept for enrollment in the regional district school students from towns other than the member towns on a tuition bases and on such terms as it may determine. Income received by the District with respect to tuition students may be deposited into an approved revolving account and expended by the Committee without further appropriation by the member towns.

SECTION XI

Annual Report

- A. The Committee shall submit to each of the member towns an annual report, in sufficient time for inclusion in the annual reports of said member towns. This annual report shall include a detailed financial statement showing the methods by which each member town's share of the annual charges assessed against each member town, including without limitation operating and capital costs, were computed, together with such additional information relating to the operation and maintenance of such school as may be deemed necessary by the Committee or by the Select Board of any member town.
- B. The Committee shall conduct an annual independent financial audit and receive the audit report in public session. Copies of the audit report shall be provided within ten (10) days to the Select Board of each member town, to the school committees of each member town, and to such other officers of the member towns and the District as may be required by law.

SECTION XII

Review of Regional Agreement

Recognizing that circumstances often change over time, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study the Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial in light of then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its own discretion as to whether or not it will implement any of the group's recommendations.

SECTION XIII

Incurring of Debt

The District may borrow under M.G.L. Chapter 71, Section 16(d) and any other applicable general or special law now or hereafter in effect. Pursuant to M.G.L. Chapter 71, Section 16(d), not later

than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from any source, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the Select Board for each member town. No debt may be incurred until authorized in accordance with M.G.L. Chapter 71, Section 16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. Notwithstanding the provision of this Section XIII, the Committee may, by a vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. Chapter 71, Section 16(n) rather than pursuant to the provisions of M.G.L. Chapter 71, Section 16 (d).

School Committee Signatures:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

Signature of Commissioner of Elementary and Secondary Education:

_____ Date: _____

REGIONAL SCHOOL DISTRICT AGREEMENT CHECKLIST

This checklist is provided by the Department of Elementary and Secondary Education (DESE) to assist local officials and Regional Planning Boards (RPB) in the development or amendment of a regional school district agreement under the provisions of M.G.L. Chapter 71, Section 14-16I and 603 C.M.R. 41.00. (Revised September 2022)

<u>REQUIRED AGREEMENT CONTENT AND CITATIONS</u>	<u>COMMENTS</u>
<u>General Information</u>	
<p><u>Authorization</u></p> <p>A regional school district (RSD) agreement is authorized by M.G.L. Chapter 71, Sections 14-16I and 603 C.M.R. 41.00.</p> <p>If an RSD was created, changed or otherwise impacted by an Act of the Massachusetts legislature, amendment of the RSD agreement may be contingent upon language in that Act, and, in some cases, the Act itself may require legislative amendment. The Act should be referenced in the agreement.</p>	<p><u>Example:</u> "This Agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws (M.G.L.) among the Towns of X, Y, and Z, hereinafter referred to as 'member towns.' In consideration of the mutual promises herein contained, it is hereby agreed as follows:..."</p>
<p><u>Name of the Regional School District (RSD)</u></p> <p>Include the name of the RSD or how the RSD should be officially designated.</p>	<p><u>Example:</u> The Regional School District shall be called the ABC Regional School District, hereinafter referred to as 'District'.</p>
<p><u>Member cities/towns</u></p> <p>Include the names of the member cities and towns. <i>See M.G.L. c. 71, § 14B</i></p>	<p>See Authorization example above.</p>
<p><u>Type of RSD school or schools</u></p> <p>Indicate whether the agreement is to establish an academic or vocational/technical* RSD. <i>See M.G.L. c. 71, § 14B(c)</i></p>	<p>*To establish a regional vocational/technical district, local officials must also contact DESE's Career Vocational Technical Education (CVTE) Office.</p>
<p><u>Grade configuration of the RSD</u></p> <p>Indicate specific grade ranges to be included in the RSD, including Pre-Kindergarten, if applicable.</p>	
<u>Governance</u>	
<p><u>Number, composition, method of selection, and terms of office of the members of the regional school committee (RSC)</u></p> <p>Include:</p> <ul style="list-style-type: none"> • Number of members of the committee in total, • Composition of committee, how many from each town, unless district-wide election, with no residency requirement, • Method of selection of members (<i>see below</i>), and 	<p>Provisions should be included to address vacancies, quorum, staggering of terms, election/selection of officers and the general authority of the RSC.</p>

<ul style="list-style-type: none"> • Terms of office of the members. <p>See M.G.L. c. 71, §§ 14B (a) and 14E</p>	
<p><u>Method of selecting members of the regional school committee</u></p> <p>Include one of the following statutory options:</p> <ol style="list-style-type: none"> 1. <i>electing committee members by voters in member communities with each community's representation apportioned according to the total population,</i> 2. <i>electing members in district-wide elections to be held at the biennial state elections,</i> 3. <i>electing members with residency requirements in district-wide elections to be held at the biennial state elections,</i> 4. <i>weighing the votes of committee members according to the total population they represent, or</i> 5. <i>appointing committee members by locally elected officials such as school board members.</i> <p>See M.G.L. c. 71, § 14E</p> <p>If an RSD agreement provides for the election of members in district-wide elections at the biennial state elections <u>or</u> if any vacancy is to be so filled, the district clerk shall notify the state secretary by April fifteenth of the year of the biennial state election of that fact and also of his/her name and mailing address.</p> <p>Special legislation is required to authorize district-wide elections that are to be held at a time <u>other than the biennial state elections</u>.</p>	<p>The agreement <u>must</u> provide for one of the allowable options outlined in M.G.L. c. 71, § 14E.</p> <p>If apportioned voting (#1) or weighted voting (#4) is the method chosen, the apportionment or weight must be representative of the population served in each member town.</p> <p>If weighted voting is used, include the weight of each vote and stipulate that all RSC votes must reflect the combined weighted votes of the RSC members.</p> <p>If elected members do not immediately take office, the agreement language must address when the term starts and ends. The candidates must also be made aware of the start and end date of the term, and the ballot must so represent.</p>
<p><u>School Buildings</u></p>	
<p><u>Town or towns/Location</u></p> <p>Include the town or towns in which, or the general area within the RSD where the RSD school or schools are to be located.</p> <p>See M.G.L. c. 71, § 14B(b)</p>	<p>To avoid limiting the authority of the RSC, it is recommended that agreements include general information rather than specific street addresses and grades served in each school located within the member towns.</p>
<p><u>Lease or sale of property to regions</u></p> <p><u>If</u> the RSD agreement/amendment addresses the sale, lease or license of school buildings and land by a member town to the RSC, the following statutory provisions apply:</p> <ul style="list-style-type: none"> • The RSD agreement/amendment may contain provisions authorizing any member town to sell, lease or grant a license to use any school building and any land appurtenant thereto or used in connection therewith to the RSD, and any such town may authorize such sale, lease or license accordingly, notwithstanding the provisions of section three of chapter forty or any other provisions of law to the contrary. <p><u>Regarding SALE(S), the RSD Agreement shall set forth:</u></p> <ul style="list-style-type: none"> ○ the price, ○ time or times of payment, and ○ the method by which the member towns other than the selling member town shall be assessed for such payment. <p style="text-align: center;"><u>AND</u></p> <p>In no case shall payments be made which shall extend over a period in excess of twenty years.</p>	<p>The RSC <u>must</u> have general charge of the school buildings and appurtenant land. Therefore, unless the RSC owns the building(s) and appurtenant land, language must be included in the RSD agreement to address the sale, lease or license of school buildings and appurtenant land to the RSD from the member town(s).</p> <p>This provision <u>will not</u> be needed if the RSC <u>owns</u> the school building(s) and land, such as is often the case with a secondary Academic or Vocational RSD.</p>

<p><u>Regarding LEASE(S) OR LICENSE(S) TO USE, the RSD Agreement shall set forth:</u></p> <ul style="list-style-type: none"> o the rental or license fee, and o terms of payment and assessment. <p style="text-align: center;">AND</p> <p>The lease or license to use may be for a term or <u>period not in excess of twenty years</u> and may contain provisions for the extension of the lease or license to use for an additional term or period not in excess of twenty years, at the option of the RSC.</p> <p>See M.G.L. c. 71, § 14C</p>	
<p><u>Budget Preparation and Related Matters</u></p>	
<p><u>Detailed procedure for the preparation and adoption of an annual budget</u></p> <p><i>"The regional school committee shall propose, by a <u>majority</u> vote, a budget containing all proposed operating expenditures, capital expenditures, and debt service payments to be paid from general revenues of the regional school district. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member [town]s' assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method; and shall specify the total amounts to be assessed to the member [town]s for the support of the budget."</i></p> <p>See M.G.L. c. 71, § 16B; 603 C.M.R. 41.05(1)(a)</p>	<p>Include timelines and general content of the budget, such as major line items, definitions of operating and capital costs, and approval votes required by RSC at each stage of the budget process (e.g., majority vote for budget proposed prior to/at public hearing; 2/3 vote of the entire committee for the final budget as proposed following the public hearing).</p>
<p><u>Apportioning of costs to the members</u></p> <p>Include the method of apportioning:</p> <ul style="list-style-type: none"> • the expenses of the RSD, and • the costs of school construction, including any interest and retirement of principal of any bonds or other obligations issued by the district among the several towns comprising the district. <p>See M.G.L. c. 71, § 14B(d)</p>	<p>The method of apportioning costs pursuant to the statutory assessment (603 C.M.R. 41.01) method must be addressed in the agreement. RSC may only use an alternative assessment method (603 C.M.R. 41.01) to apportion annual assessments if there is an alternative method included in the agreement.</p> <p>If enrollment is used to determine any portion of the assessments, the term must be clearly defined. (See <i>Definitions of Terms on Page 11.</i>)</p>
<p><u>Budget approval</u></p> <p>Include language to reflect the process for school committee and for municipal approval of the budget.</p> <p><i>"The annual regional school district budget as adopted by a <u>two-thirds</u> vote of the regional school district committee shall require the approval of <u>two-thirds</u> of the local appropriating authorities of the member municipalities."</i></p> <p>See M.G.L. c. 71, § 16B</p>	<p><i>"The budget as adopted by the regional school committee and the member [town]'s assessment as certified by the treasurer of the regional school district, shall be placed before each local appropriating authority for its consideration. Notwithstanding provisions in the regional agreement to the contrary, approval of the budget shall require an affirmative vote of the appropriating authorities of two-thirds of the member [town]s. A vote by the local appropriating authority to appropriate the member [town]'s assessment shall constitute approval of the regional school district's budget. The use of the alternate assessment method shall require the approval of all the member [town]s; such approval may be given by a separate vote of the appropriating authority, or if a separate vote is not taken, approval of a budget or assessment based on the alternate</i></p>

	<i>method shall be deemed approval of the method." See 603 C.M.R. 41.05(2)(a)</i>
<p><u>Expected times of payments of the assessments by the member towns</u></p> <p>Include the payment schedule. The agreement must include: "...the time and manner of payment of the shares of the several towns..."</p> <p><i>See M.G.L. c. 71, § 14B(d)</i></p>	
<p><u>Method by which school transportation shall be provided</u></p> <p>Include the method by which student transportation to and from school will be provided.</p> <p><i>See M.G.L. c. 71, § 14B(e)</i></p> <p>Transportation to and from school must be provided to RSD PK-12 students, consistent with statutory requirements.</p> <p><i>See M.G.L. c. 71, § 16C; M.G.L. c. 71, § 68</i></p>	<p>There is <u>no</u> entitlement to regional transportation reimbursement if the RSD agreement does <u>not</u> state that the RSD will provide school transportation and/or if the transportation is provided by the member towns.</p>
<p><u>If transportation is to be furnished by the district, the manner in which the expenses shall be borne by the several towns</u></p> <p>Include the formula for determining each member town's share of the transportation expenses (e.g., based on miles, number of students transported, number of students attending the RSD schools, number of students from each member town and receiving public education at the member town's expense, etc.)</p> <p><i>See M.G.L. c. 71, § 14B(e)</i></p>	<p>Ensure that the formula is clear, especially if there is a reference back to the formula for apportioning operating expenses.</p>
<p><u>Amendment procedures, including those due to changes in RSD membership</u></p>	
<p><u>The method by which the agreement may be amended</u></p> <p>Include the amendment method, which should address:</p> <ul style="list-style-type: none"> • Time frame, • Who can propose an amendment and how it must be proposed, • Required approvals (RSC and member towns; majority/unanimous; etc.), • Effective date of amendment, and • Commissioner's approval. (<i>The effective date and jurisdiction may be different than approval date.</i>) <p><i>See M.G.L. c. 71, § 14B(g)</i></p>	<p>If the amendment changes the budget or assessment process, for clarity, consider addressing in what fiscal year cycle the amendment will be in effect.</p> <p>Member town approval of an amendment is as outlined in the agreement. The complete language of the proposed amendment (not just the substance of the amendment) must be presented to member towns for approval.</p> <p>The Commissioner must approve <u>all</u> amendments.</p>
<p><u>Terms by which any city or town may be admitted to or separated from the RSD</u></p> <p>Include the method by which a new member city or town may join the RSD, which should address:</p> <ul style="list-style-type: none"> • Time frame: <ul style="list-style-type: none"> ○ When notice of admission must be provided and to whom. ○ How long before the expected effective date. • Conditions of admission. • Required approvals (RSC and member towns; majority/unanimous; etc.) • Commissioner's approval (required). 	<p>A new member town may join an RSD as of July 1 of any fiscal year provided that all requisite approvals, including the Commissioner's approval, shall be obtained <u>no later than the preceding December 31</u>. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.</p> <p><i>See 603 C.M.R. 41.03(2)</i></p>

<p>The effective date and school committee jurisdiction may be different than the approval date or the effective date may be subsequent to the July 1 date required in DESE regulations.</p> <p>See M.G.L. c. 71, § 14B(f)</p>	
<p><u>Terms by which any city or town may be admitted to or separated from the RSD</u></p> <p>Include the method by which a member city or town may <u>withdraw</u> from the RSD, which should address:</p> <ul style="list-style-type: none"> • Time frame: <ul style="list-style-type: none"> ○ When notice of withdrawal must be provided and to whom. ○ How long between provision of notice of withdrawal and earliest expected effective date. • Conditions of withdrawal. • Required approvals (RSC and member towns; majority, unanimous; etc.) • Commissioner's approval (required). <p>See M.G.L. c. 71, § 14B(f)</p>	<p>An existing member town may withdraw from an RSD as of July 1 of any fiscal year, provided that all requisite approvals, including the Commissioner's approval, are obtained <u>no later than the preceding December 31</u>. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.</p> <p>See 603 C.M.R. 41.03(2)</p> <p>A withdrawing member town does not sign / become party to the amendment to the agreement that follows its withdrawal. Therefore, expectations for withdrawal should be included in the agreement.</p>
<p><u>Transition Period (applicable to agreements/amendments for new, expanded or enlarged RSDs)</u></p> <p>With the approval of the Commissioner, a RSD agreement/amendment <u>may</u> provide for a transition planning period to commence with the election or appointment of the RSC. Such transition planning period may extend not longer than the remainder of the fiscal year in which the RSC is elected or appointed plus one additional fiscal year. During such transition planning period, the local school committees shall continue to oversee and operate the schools in their respective towns. The RSC shall have non-operating status during this period and shall have power to hire staff, enter into contracts, and take such other actions as are needed to prepare for an orderly transition. At the end of the transition planning period, responsibility for the oversight and operation of the schools shall transfer to the RSC.</p> <p>See 603 C.M.R. 41.03(5)</p>	<p>The agreement/amendment should also define the relationship and interaction between the existing member towns' school committees and the RSC.</p>
<p><u>Any other matters, not incompatible with law, which the RSD planning board may deem advisable</u></p> <p>The RSD agreement/amendment may contain any other matters that are not incompatible with law.</p> <p>See M.G.L. c. 71, § 14B(i)</p>	<p>See Optional Content below.</p>
<p><u>Required Approvals</u></p>	
<p><u>DESE preliminary review of draft agreement/amendment</u></p> <p>DESE policy <u>requires</u> that <u>any</u> proposed RSD agreement/amendment be reviewed by program staff and the DESE legal office before such RSD agreement/amendment is submitted to the member municipalities for approval. This is to ensure that program staff can make a positive recommendation for approval to the Commissioner following local votes. See M.G.L. c. 71, § 14B</p>	<p>See Approval by Commissioner on page 6.</p>

<p><u>Copies of such agreement (or amendment) shall be submitted ... to the several towns for their acceptance</u></p> <p><i>"The selectmen or council of each of the several towns shall, upon receipt of the recommendation that a regional school district should be formed and of a proposed agreement therefore submitted in accordance with the provisions of sections fourteen to fourteen B, inclusive, or otherwise in the form and with the approval required by said sections, cause to be presented the question of accepting the provisions of sections sixteen to sixteen I, inclusive, and the proposed agreement or agreements. Said question shall be determined, in a town having an open town meeting, by vote with printed ballots at an annual or special town meeting to be held in either case within thirty days after receipt of such recommendation by the selectmen and, in a town having a representative town meeting or council, at an annual or special town election to be held in either case not less than thirty-five nor more than fifty days after receipt of such recommendation. The article in the warrant for such annual or special town meeting or election and the question on the printed ballots to be used at such meeting or election shall be in substantially the following form:</i></p> <p style="padding-left: 40px;"><i>Shall the town accept the provisions of sections sixteen to sixteen I, inclusive, of chapter seventy-one of the General Laws providing for the establishment of a regional school district, together with the towns of _____, and _____, etc., and for construction, maintenance and operation of a regional school by said district in accordance with the provisions of a proposed agreement filed with the selectmen?"</i></p> <p>See M.G.L. c. 71, § 15</p> <p>The warrant language above is a sample and must be revised to reflect an amendment to an existing RSD agreement and/or to eliminate reference to the construction of a school, as applicable.</p>	<p>The effective date of the RSD agreement/amendment is subject to:</p> <ul style="list-style-type: none"> • approval of Commissioner; • adherence to required dates in the law; and • adherence to any pertinent dates in the RSD agreement or any pertinent dates in the votes approved by each member town at town meeting/council meeting. <p>For a new RSD agreement, <u>all</u> member towns listed in the agreement must approve.</p> <p>For an amendment to an existing agreement, the requisite number of member towns must approve in accordance with the language of the existing RSD agreement.</p> <p>The complete language of the RSD agreement/amendment must be provided for each member town's approval.</p>
<p><u>Approval by the Commissioner</u></p> <p>The RSD agreement/amendment, if approved at town meeting, must be sent to DESE program staff, along with the <u>certified votes</u> from the requisite number of member towns and a request for Commissioner approval.</p> <p>See M.G.L. c. 71, § 14B</p>	<p>DESE program staff may be reached in the Office of Regional Governance at DESE.</p>
<p><u>POSITIONS AND COMMITTEES AUTHORIZED/REQUIRED BY THE RSD LAW</u> <i>Language reflecting these positions and committees is not required in the RSD agreement; however, many RSDs do address some or all of these positions and committees in their agreements.</i></p>	
<p><u>Appointment of Officers</u></p> <p>RSC <u>shall choose</u> a <u>chair</u> and <u>vice chair by ballot</u> from its membership. The vice chair shall, in the absence of the chair, exercise the powers and perform the duties of said chair.</p> <p>RSC <u>shall appoint</u> a <u>secretary</u> and a <u>treasurer</u> who may be the same person, but who need not be members of said RSC.</p>	<p>Ensure that chair and vice chair are chosen by ballot.</p>

<p><u>School Building Committee</u></p> <p>The RSC <u>may</u> appoint a school building committee which shall have such powers and duties relative to the construction, reconstruction, remodeling, repair, expansion or equipping of school buildings or facilities as the RSC determines.</p> <p>See M.G.L. c. 71, § 16A</p>	
<p><u>Warrant Subcommittee</u></p> <p>“The regional school committee may designate any one of its members for the purpose of signing payroll warrants and accounts payable warrants to allow for the release of checks; provided, however, that the member shall make available to the board, at its next meeting, a record of such actions. This provision shall not limit the responsibility of each member of the board in the event of a noncompliance with this section.”</p> <p>See M.G.L. c. 71, § 16A</p>	
<p><u>Optional Content</u> <i>While not required, some RSDs address the following components in their agreements/amendments.</i></p>	
<p><u>General Authority</u></p> <p>Language may be included to acknowledge the general powers and authority of school committees and to encompass the authorities specifically granted to RSCs under M.G.L. c. 71, § 16.</p>	
<p><u>School Committee Votes</u></p> <p>Language may be included to reflect the types of votes needed for RSC approval of various matters (e.g., majority, 2/3, unanimous). However, there must be an acknowledgement in the agreement/amendment that certain actions by the RSC (e.g., budget and budget amendment) must be approved by 2/3 vote of the full RSC as required by law and regulation.</p>	
<p><u>Advisory Groups/Committees</u></p> <p>Language may be included to address the appointment/development of a representative group(s) to advise the RSC on budget, elementary curriculum or any other topic related to the RSC’s duties.</p>	
<p><u>Use of School Buildings</u></p> <p>In addition to lease and sale terms (required, above, as applicable), language may be included to address the usage of school buildings by including, among other local options, provisions such as the following:</p> <ul style="list-style-type: none"> • Whether students will be served in their local town schools, • Under what conditions students may be served in other than their local town schools (i.e., emergencies, special education services), • A procedure to close a school building within a member town, including the required votes of the RSC and the member town(s), as applicable, and • A method to revert a closed school or building back to the member town. 	

<p><u>Public hearing on the budget</u></p> <p>Language may be included to address the public hearing requirements of the law.</p> <p><i>"The regional school committee shall hold a public hearing on the proposed budget and, following such hearing, shall adopt a budget by a two-thirds vote, incorporating such changes from the proposed budget as the regional school committee deems appropriate."</i> See M.G.L. c. 71, § 38N and 603 C.M.R. 41.05(1)(g)</p>	
<p><u>Requirement that RSC approve amendments to the budget</u></p> <p>Language may be included to address legal requirements for amending the budget:</p> <p><i>"(a) A regional school committee may propose with a two-thirds vote, an amendment to a previously approved budget. If such amendment results in an increase in the total amount of the budget or an increase in assessment for any member [town], such amendment shall be submitted to the local appropriating authorities for their approval. The local appropriating authority of every member [town] shall have 45 days from the date of the regional school committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds of the local appropriating authorities and by the local appropriating authority of any member [town] whose assessment is increased.</i></p> <p><i>(b) If a local appropriating authority does not vote on the proposed amendment within the 45-day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the member [town]'s assessment for the amended budget that member [town] shall be deemed to have approved the amended budget.</i></p> <p><i>(c) If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces or leaves unchanged the assessment for every member [town], the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds vote of the regional school committee...."</i></p> <p>See 603 C.M.R. 41.05(5)(a)-(c)</p>	<p>The addition of Excess and Deficiency (E & D) funds to the budget after the original member town approval of the budget constitutes an amendment to the budget, and the amendment process under 603 C.M.R. 41.05(5) must be followed.</p>
<p><u>Requirement that RSC approve transfers to the budget</u></p> <p>Language may be included to address legal requirements for school committee approval of line-item transfers.</p> <p><i>"Transfers from one budget line item to another shall require and be effective upon approval of the regional school committee. Such approval shall be by a majority vote of the regional school committee unless otherwise specified in the regional agreement. Authority for such transfers may not be delegated."</i></p> <p>See 603 C.M.R. 41.05(5)(f)</p>	
<p><u>Incurring of debt</u></p> <p>Language may be included to address legal requirements related to incurring debt. RSDs may incur debt pursuant to either M.G.L. c. 71, § 16(d) or 16(n).</p>	<p>Recommend that <u>all academic and vocational</u> RSD agreements/ amendments include a provision for incurring debt.</p> <p>The decision on which method to use is made by the RSC. See M.G.L. c. 71, §14D.</p>

<p><u>Provisions related to the conditions for a member town's withdrawal:</u></p> <p>Language may be included to address provisions such as:</p> <ul style="list-style-type: none"> • legal fees incurred as a result of a withdrawal, and/or • apportionment of existing and possible future liabilities, such as (1) Other Post-Employment Benefits (OPEB), (2) existing indebtedness of the district, including capital and operating debt, (3) outstanding operating costs, (4) other liabilities that arise after the withdrawing member town has withdrawn, but date back to when it was a member town, • legal fees, and/or • return of building(s) to the member town. 	
<p><u>Rights of School Employees in Regional School Districts</u></p> <p>Language may be included to address employment of personnel in a newly formed or expanded RSD. Language addressing employee rights need not be included in the RSD agreement, but local officials may want to include language to clarify the obligation to staff, formerly employed by a member school committee in accordance with law.</p> <p><i>See M.G.L. c. 71, § 42B</i></p>	
<p><u>Provision for the periodic review of the RSD agreement</u></p> <p>Language may be included to address the periodic review of the RSD agreement to ensure:</p> <ul style="list-style-type: none"> • compliance with changes in local, state or federal law or regulation, • compliance with one person, one vote requirements, and • agreement and compliance with changes in local, state, federal or RSD policy. 	
<p><u>Termination of Regional Agreement</u></p> <p>Language may be included to address the termination of the RSD.</p>	<p>Withdrawal of a town in a two-town district results in termination of the RSD. This could also be addressed in the required withdrawal provisions of the RSD agreement.</p>
<p><u>Signatures</u></p> <p>The Commissioner's name under a signature line and a date line for the Commissioner, indicating the Commissioner's approval and date of approval of the RSD agreement/amendment, <u>may</u> be provided, if desired, for full amendments that change the entire agreement.</p> <p>Names, signature lines and date lines for representatives of the school committee, planning board and other local officials, <u>may</u> be provided. The signature lines, if included, must clearly be part of the Agreement, bearing the same heading and continuing page numbering.</p>	<p>Program staff would not recommend the Commissioner sign an amendment that only partially changes the agreement unless all other sections of the existing agreement have been reviewed by DESE to ensure current compliance with all areas of RSD law and regulation.</p>

TIPS: REVIEW OF RSD AGREEMENT

References within the agreement

Ensure that all references to M.G.L., 603 C.M.R. 41.00, and references to other sections of the agreement/amendment are correct.

Table of contents

Ensure that the table of contents, if any, matches the content of the agreement.

Abbreviations

Ensure that any abbreviations that are used in the agreement/amendment are first spelled out, with the abbreviation following the first instance in parentheses. (For example, "Department of Elementary and Secondary Education (DESE).")

Terms used to refer to subjects later mentioned in the agreement

To the extent there are any references to terms that are otherwise explained in full in the agreement, ensure that there is acknowledgment as to what the terms mean before the terms are used (e.g., "The Commissioner of Elementary and Secondary Education, herein, 'the Commissioner'"; "the towns of Alpha, Beta and Delta, herein 'the member towns'".)

Consistent use of terms

Be consistent in use of terms. For example, where "member" is used to refer to a school committee member, do not then use the term for "member town."

Definitions of terms

Where the RSD agreement/amendment references terms that are open to interpretation, it is recommended that these terms be clearly defined. For example, if enrollment is used to determine any portion of the assessments, the term must be clearly defined (e.g., based on number of students from each member town attending the RSD schools, foundation enrollment, annual or rolling average or the number of students under the financial responsibility of each member town, etc.)

Page numbers

It is helpful to include page numbers in the agreement.

Outline format

Check outline format.

NOTES REGARDING AMENDED REGIONAL AGREEMENT

General Comments regarding edits made to the current agreement:

A number of the edits made to the current agreement are minor but are made in accordance with DESE's tips and recommendations, such as ensuring that when the word "member" is used, it is stated whether that means "member town" or "Committee member"; using "Select Board" rather than "Board of Selectmen", ensuring that the terminology is consistent throughout ("student" or "pupil", not both; and "M.G.L. Chapter Section" or "M.G.L. c. §", not both); that the first time an abbreviation appears it is shown with the entire word or phrase spelled out and the abbreviation (the Department of Elementary and Secondary Education ("DESE")) and thereafter by the abbreviation.

Some provisions were removed as no longer applicable (e.g., the wording about transitioning and staggering of terms for Committee members.)

Some of the edits are made to include provisions which DESE now requires be included in all regional agreements: citation of general authority for the regional school district, namely, Chapter 71 (introductory paragraph); reference to statutes and regulations specifically addressing regional school districts, namely Chapter 71, Sections 14 – 16 I and 603 CMR 41.00 (Section I E); provisions regarding quorum, vacancy, and general authority of School Committee (Section I, paragraphs C, E and F); a reference to the statutory assessment method even if the district typically uses an alternative assessment method (Section IV F 2); wording indicating that certain actions by the Committee require a two-thirds vote and, in the event that the district uses a weighted voting system, the fact that the two-thirds requirement is calculated via weighted votes (Sections I F (3), Section IX C and F; Section XIII); more detailed wording regarding the budget process, with timelines, quantum of Committee vote required at each step in budget process (Section IX); definition of how enrollment is calculated (Section IV G); additional wording regarding withdrawal procedures for a member town to separate from the district, including timing limitations reflecting applicable statute and regulations (Section VII); additional wording regarding admission procedures for a town to join the district, including timing limitations reflecting applicable statute and regulations (Section VI); reference to fact that Commissioner must approve all amendments (Section VIII C).

Some of the edits are made to include new or revised provisions that DESE recommends be included, such as: provision regarding periodic reviews of the regional agreement (Section XII); recommendation that include a provision regarding incurring of debt (Section XIII).

Sections requiring decisions by the School Committee:

Section I D: Date of Committee's organizational meeting. This draft says first meeting after July 1 to dovetail with fiscal year, but could be first meeting after June 1. Should be a date after all Committee members elected at spring elections in the member towns are likely to have been qualified and taken their oaths of office. (Note that statewide deadline to request recount is 10 days and deadline to contest is thirty days from date of election)

Section I F: Committee voting to comply with proportional representation requirements
Current method or alternatives

The current agreement sets certain voting strengths for various Committee members. These figures were set in 2002 to comply with constitutional requirements established via caselaw, the *Kelleher* case, based on that case law and the populations of the various member towns at that time. In addition, the Massachusetts legislature enacted a new statute, M.G.L. c. 71, §14E to address this issue and provide options for regional school districts to meet the requirements of the holding in *Kelleher*.

The *Kelleher* case indicated that a deviation of more than 16.4% from the ideal of one-man one-vote across a multi-town district was unconstitutional. DESE is now requiring regional school districts to set voting strengths within 10% of the ideal proportion. In addition, the relative populations of the member towns have changed.

Because the current agreement did not set a method for changing voting strength as the town populations change, the wording of this provision must be changed to allow the School Committee to alter the voting strength of its members as needed to maintain compliance with DESE's 10% ideal proportion.

Typically, population figures from the decennial US Census are used to establish population, but the District could also include a provision for adjusting every five years by using the decennial US Census figures and then obtaining figures from Town Clerks at the intervening five year mark.

Options for compliance under current method for selecting Committee members (each member town elects the Committee members who reside in that member town):

1. Maintain the same Committee members and adjust voting strength:

Option 1 (closer to current voting strength):

Brewster	4 members	1 vote each
Eastham	2 members	1.1 vote each
Orleans	3 members	0.8 vote each
Wellfleet	1 member	1.3 vote

Difference from ideal district of 6.24%, which is within DESE's 10% differential requirement

Option 2 (closer to the ideal):

Brewster	4 members	1 vote each
Eastham	2 members	1.1 vote each
Orleans	3 members	0.8 votes each

Wellfleet 1 member 1.4 votes
 Difference from ideal district of 3.1%, which is within
 DESE's 10% differential requirement.

(I tried some options that would keep Eastham's two members as voting at 1.0 strength each, as with the current structure, and which might make calculations at meetings simpler as to whether a quorum is present or whether a vote has passed, but those options fell slightly outside DESE's 10% differential requirement.)

2. Change the number of Committee members: The District could change the number of Committee members from ten to a larger or smaller number. (This would require adding wording in the agreement to transition in new or additional members and potentially wording about staggering terms).

If there is concern that Wellfleet's only School Committee member has a 1.4 weighted vote (and therefore, if that member is absent from a meeting, Wellfleet voters have no representation at all when each of the other member towns would not be as substantially affected if one of their Committee members were absent), the following Committee structure could be used:

Brewster	4 members	1 vote each
Eastham	2 members	1.1 vote each
Orleans	3 members	0.8 votes each
Wellfleet	2 members	0.7 votes each

Difference from ideal district of 3.1%, which is within
 DESE's 10% requirement

Alternatives for compliance with *Kelleher* and M.G.L. c. 71, §14E:

Some districts are not comfortable with a structure that requires adjustment of the number of Committee members and/or voting weights every five to ten years and opt for a different structure entirely to avoid that. The available options in that case, under M.G.L. c. 71, §14E, are as follows:

1. Change to an all-appointed School Committee. (Usually, the Select Board of each member town would choose the School Committee members from that Town.)
2. Change to a School Committee with members that are elected not just by voters of the particular member town in which they reside, but by all voters across the entire district, with elections held at the

regular biennial ballot elections in November. This has two possible options for Committee structure and membership:

- a. There could be 8 or 10 Committee members and no requirement for town of residency, so the top vote-getters regardless of residency would comprise the Committee (which could result in a member town having no resident serving on the Committee), or
- b. There could be 8 or 10 Committee members and a particular number residing in each member town would be elected. In that case the District could maintain the current numbers (4 from Brewster, 3 from Orleans, 2 from Eastham and 1 from Wellfleet, or could change to an 8 member Committee with 2 members from each of the four member towns.)

The possible disadvantage to this structure is that it is possible for the voters in the more populous towns to effectively vote in Committee members who reside in the less populous member towns but who support the positions generally supported by the more populous towns rather than the positions that are generally supported in their town of residency. (This would most frequently arise regarding borrowing or budget/spending issues.)

Section IV: Rolling Average Enrollment issue:

Apportionment formula at Paragraphs E and F is based on enrollment. In current version, apportionment is based on enrollment in the preceding fiscal year. Brewster indicated that the towns support using a rolling average of enrollment over multiple years. This draft version now incorporates use of a three year rolling average. Some districts use a five year rolling average.

Section V: Transportation apportionment:

Apportionment for transportation under the current agreement and in this draft amendment is treated as an Operating Cost and apportioned on the same basis as all other Operating Costs.

DESE is likely to point out that some districts use a different formula or different enrollment definition for apportioning transportation costs from the formula used for apportioning Operating Costs because students enrolled out-of-district via School Choice (other than SPED students with an IEP requiring transportation) and students attending out-of-district Charter Schools are not required to be provided with transportation by the District. As a result the

respective member town enrollment figures used in calculating Operating Costs may not reflect actual transportation use by the member towns.

The Committee may want to consider whether to recommend a change to that formula for apportionment of transportation costs to more accurately reflect the use of transportation services by students from the respective member towns. However, using different apportionment formulas may create an undue burden on the District business office and may be confusing to member towns and voters when the budget figures are presented.

Section VI: Admission of New Member Towns.

The Committee may want to ask the business manager to provide an opinion as to the provisions in Section VI C. The specific terms regarding newly admitted towns sharing in outstanding Capital Costs are not set by DESE or by any law or regulation, so the District has the power to consider what specific terms are appropriate. The wording incorporated here is wording used in the regional agreements of a number of other districts.

Section VII: Withdrawal of Member Towns.

DESE indicates that any required terms for withdrawal of a member town should be included in the regional agreement, but DESE does not dictate the specific terms for withdrawal. As such the District has the power to consider what specific terms are appropriate. The wording incorporated here is wording used in the regional agreements of a number of other districts.

Section VIII: Proposed Amendments.

The District's current agreement allows for amendment of the regional agreement based not only on proposals developed by the School Committee, but also based on amendments proposed by petition of voters and amendments as voted at town meeting of one of the member towns. According to the process in the current agreement (and as set forth in this draft amendment), the proposed amendment would then be submitted to all member towns and placed on the warrant at the next town meeting.

Because amendments proposed by voters often do not comply with the format and other requirements of DESE, the District may want to consider changing the process for consideration of petitioned amendment proposals (and/or proposals via town meeting) by either:

requiring that the proposer first submit their proposal to DESE for preliminary approval

or

giving the Committee the opportunity to review and revise any proposed amendment submitted by voters (or town meeting) and submit the same to DESE for review and preliminary approval prior to having the proposed amendment submitted to Town Meeting in all member towns.

Optional provisions which are not included in this draft amendment but which could be added if desired by the Committee:

Right of School Committee to designate one of its members to sign payroll and accounts payable warrants under Chapter 71, Section 16A. (Would be added at Section I.) The law is still applicable to the Committee whether or not a provision is included in the regional agreement noting that right.

Provision effectively stating the DESE policy that requires that any proposed amendment to the regional agreement be reviewed by the DESE program staff and the DESE legal office before the proposed amendment is submitted to the member towns for approval. (Would be added at Section VIII.)

Provisions effectively stating the regulatory and statutory procedures for amending an adopted budget. (Would be added at Section IX.) These procedures are still applicable to the Committee whether or not a provision is included in the regional agreement noting the procedures.

Provision effectively stating the applicable law and regulation governing line item transfers within budget (as provided in 603 CMR 41.05 (5)(f)). (Would be added at Section IX.) These provisions are still applicable to the Committee whether or not a provision is included in the regional agreement noting the specific statutory and regulatory provisions.

Chapter A201. Nauset Regional School District Agreement

Agreement for a regional school district for the Towns of Brewster, Eastham, Orleans and Wellfleet, Massachusetts (hereinafter sometimes referred to as the member towns), such district to be called "Nauset Regional School District."

SECTION I. Membership of the Nauset Regional District School Committee.

[Amended 5-9-1994 ATM, Art. 33; 10-28-2002 STM, Art. 4]

- A. Number of Members. The Regional School District Committee, hereinafter referred to as the Committee, beginning with the annual town elections of 2003, shall consist of ten members, four from the Town of Brewster, three from Orleans, two from Eastham and one from Wellfleet. To achieve proportional representation on the Committee, effective following the annual elections of 2003, the members from Brewster, Eastham and Wellfleet shall have one vote per member, and the members from Orleans .8 (8/10) votes per member. All ten members shall be elected by their individual towns, as prescribed in Paragraph B. below.
- B. Election of Members. The Nauset Regional School District shall consist of four member towns, each of which shall elect representatives to serve for three-year terms as described above; provided, however, that any member elected prior to 2001 shall serve for a three-year term.

At the annual town elections in 2002, Brewster and Orleans shall elect one member each for terms of three years. At the 2003 elections, Brewster, Eastham, and Orleans shall elect one member each, for terms of three years. At the 2004 elections, Brewster shall elect two members, and Eastham, Orleans and Wellfleet one member each, for terms of three years. The terms of all such elected members shall commence on the day following their election and continue for the terms for which they are elected and thereafter until their successors are elected and qualified. Thereafter, at every succeeding annual and special town election when a member town is required to elect a member, each town shall elect such member to serve on the Committee for a term of three years commencing on the day following such elections.

- C. Holding office/vacancies. Each member shall hold office during this term and thereafter until the appointment, or election and qualifications of his successor. If a vacancy exists, the Selectmen of the member town or towns of the district involved shall appoint a member to serve until the next annual or special election and at such election, a successor to serve for the unexpired term, if any, shall be elected.
- D. Officers of the Committee. Annually upon the election or appointment and qualification of its members, the Committee shall organize and choose by ballot a Chairman and a Vice Chairman from its own membership. At the same meeting or at any other meeting, the

Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman and Vice Chairman, who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

SECTION II. Types of regional district schools.

The regional district schools shall consist of facilities to serve the needs of grades six (6) through twelve (12).

The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and Acts amendatory thereto or dependent thereon, if the Committee deems it desirable.

SECTION III. Locations of regional district schools.

The regional district schools shall be located within the district and within a five-mile radius from the intersection of Mid Cape Highway (Route 6) and Samoset Road (in Eastham).

SECTION IV. Apportionment and payment of costs incurred by the district.

- A. For the purpose of apportioning assessments levied by the district against the member towns, costs shall be divided into two (2) categories: capital costs and operating costs.
- B. Capital costs shall include all expenses in the nature of capital outlay, such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, costs of sewage treatment or disposal, grading and other items incidental to placing school buildings and additions and related premises in operating condition and any other costs (whether or not so financed) which the district is or may be authorized by statute to finance by the issuance of bonds. Capital costs shall also include payment of principal and interest on bonds or other obligations issued by the district to finance the foregoing costs. Capital costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.
- C. Operating costs shall include all costs not included in capital costs as defined in Section IV(B) but including interest on temporary notes issued by the districts in anticipation of revenue.
- D. Payment of all capital costs in any fiscal year shall be apportioned among the member towns on the basis of their respective enrollments in the regional district schools on October 1 of the preceding fiscal year.
- E. Operating expenses of each fiscal year shall be apportioned to the member towns on the basis of their respective enrollments in the regional district schools on October 1 of the preceding fiscal year.

- F. Each member town shall pay its proportionate share of the capital and operating expenses to the regional school district in each fiscal year in four (4) equal installments, not later than the first days of September, December, March and June.

SECTION V. Transportation.

Transportation of all pupils to and from the regional district schools shall be furnished by the regional school district and the cost thereof shall be apportioned among the member towns as an operating expense.

SECTION VI. Admission of additional towns.

By an amendment of this agreement adopted under and in accordance with Section VIII below, any other town or towns may be admitted to the regional school district upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION VII. Separation.

- A. Any member town may petition to withdraw from the regional school district under terms stipulated in a proposed amendment to the agreement, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that said town shall remain liable to the district for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the district outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the district, except that (i) where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal, and (ii) such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest.
- B. Said petitioning town shall cease to be a member town if the proposed amendment is approved by the Committee and accepted by the petitioning town and each of the other member towns, acceptance by the petitioning town and by the other member towns to be by majority vote at an Annual or Special Town Meeting.
- C. Money received by the district from the withdrawing town for payment of funded indebtedness or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the district with a bank or trust company having its principal office in Massachusetts having a combined capital and surplus of not less than five million dollars (\$5,000,000.).
- D. Upon the effective date of withdrawal the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly.

SECTION VIII. Amendments.

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the district then outstanding, or the rights of the district to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the district and the reapportionment accordingly of capital costs of the district then outstanding and of interest thereon. A proposal for amendment may be initiated by a signed petition bearing the signatures of ten percent (10%) of the registered voters of any one (1) of the member towns or by a majority of all the members of the regional district school committee. Any such proposal for amendment shall be presented to the Secretary of the Committee, who shall mail or deliver a notice, in writing, to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in each member town shall include in the warrant for the next Annual or a Special Town Meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each member town, in the manner hereinabove provided.

SECTION IX. Budget.

The Committee shall determine the amounts necessary to be raised to maintain and operate the regional schools during the ensuing fiscal year and the amount required for payment of debt and interest incurred by the District, which will be due in said year, and shall adopt an annual maintenance and operating budget for said year. The Committee shall then submit copies to the Finance or Advisory Committee of each member town or, if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town, for their consideration at least forty-five (45) days prior to the earliest business session of any member's Annual Town Meeting. The Committee shall apportion the annual budget in accordance with the provisions of Section IV. The amount so apportioned for each town shall be certified in accordance with M.G.L. c. 71, § 16B by the District Treasurer to the Treasurers of the member towns, and each town shall appropriate the amounts so certified.

[1] *Note: Orleans Town Charter requires submission one hundred fifty (150) days prior to Annual Town Meeting. See Charter Ch. 8, § 2.*

SECTION X. Tuition pupils.

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and on such terms as it may determine.

For Your Information (FYIs)
January 22, 2024

1. 2024 Election Calendar
2. Cape Cod Regional Transit Authority Administrator's Report
3. Independence House Inc. FY24 2nd Quarter Statistics
4. Cape & Vineyard Electric Cooperative, Inc. (CVEC) Annual Report for Fiscal 2023
5. Health and Human Services Grant Reports
 - a. Homeless Prevention Council
 - b. Alzheimer's Family Support Center
 - c. Duffy Health Center
 - d. Nauset Together We Can
 - e. Outer Cape Health Services
 - f. South Coastal Counties Legal Services
6. Town Administration Fee Waiver Approvals
 - a. Cape Cod Sea Camps Remediation Project
 - b. Department of Public Works Minor Stormwater Permit Application
7. Boards and Committee Resignation
 - a. Susan Riseman – Bicycle and Pedestrian Committee
 - b. Peter Johnson- Recycling Commission
8. Board and Committee Application- Dru Lindgren Recycling Commission

2024

PRESIDENTIAL PRIMARY
March 5th, 2024
7:00am - 8:00pm

1848 Main Street 5 EV Days 1 Wknd

- Last day to register to vote or change party ~ February 24th
- *In Person Early Voting Dates ~ February 24th - March 1st
- Early Voting by Mail Request Deadline ~ February 27th
- Last Day to post Primary Warrant ~ February 27th

ANNUAL/SPECIAL TOWN MEETING
May 11th, 2024
TBD

384 Underpass Road

- Warrant Closes: ~ February 26th
- Last day to register to vote: ~ April 1st
- Last day to post ATM/STM Warrant: ~ April 20th

ANNUAL TOWN ELECTION
May 28th, 2024
7:00am - 8:00pm

1848 Main Street

- Last day to obtain nomination papers ~ April 5th
- Last day to submit nominations papers ~ April 9th
- Last day to submit Prop 2 1/2 question ~ April 23rd
- Last day to withdraw nomination papers ~ April 25th
- Last day to register to vote ~ May 17th
- Last day to post warrant ~ May 21st

STATE PRIMARY
September 3rd, 2024
7:00am - 8:00pm

1848 Main Street 5 EV Days 1 Wknd

- Last day to register to vote or change party ~ August 24th
- Last day to post State Primary Warrant ~ August 27th
- *In Person Early Voting Dates ~ August 24th - August 30th
- Early Voting by Mail Request Deadline ~ August 27th

STATE ELECTION
November 5th, 2024
7:00am - 8:00pm

1848 Main Street 10 EV Days 2 Wknds

- Last day to register to vote ~ October 26th
- Last day to post State Election Warrant ~ October 29th
- *In Person Early Voting Dates ~ Oct 19th - Nov 1st
- Early Voting by Mail Request Deadline ~ October 29th

SPECIAL TOWN MEETING
November 18th, 2024 - Select Board may change date.
6:00pm

384 Underpass Road

- Last day to register to vote ~ November 8th
- Last day to post warrant ~ October 28th

Administrator's Report

January 17, 2024

New Fare Collection System – “Go Card”

We are in the process of replacing the CCRTA's current Scheidt and Bachmann fare collection system, which has become outdated with more frequent and costly operation malfunctions. With the elimination of the Scheidt and Bachmann system, the Cape Cod RTA has created a new, more convenient and user-friendly process, which will employ the use of a CCRTA developed smart card, referred to as the “Go Card”. The Go Card will be replacing our current Charlie Card and will have an internal electronic chip easily programmable to offer all of the types of transit passes we currently offer and the option to add other benefits. Customers will also have the ability to add funds to their own cards through the Go Card App. This new system will allow the Cape Cod RTA more control over customer satisfaction and reporting. This system will be implemented beginning with the schedule change on January 20th and act redundantly with the current system as we launch a vast marketing campaign to ensure Cape Cod residents will have the information to make the switch.

Older Adults and Persons with a Disability Fixed Route Free Fare Program

Over the years, I have placed great emphasis on delivering the best possible transit services to the residents and visitors on Cape Cod. Within that transit service delivery model, I have also recognized the unique transportation needs of older adults and persons with a disability and have adapted the CCRTA's transit service delivery system to better serve these populations. In furtherance of that prioritized focus, I am pleased to announce that the CCRTA was recently informed by MassDOT that it was awarded \$506,758 in grant funding for the development of an “Older Adults and Persons with a Disability Fixed Route Free Fare Program”. MassDOT funding is provided through the fiscal year 2024 budget line item created as part of the “Fair Share” revenue distribution program.

The “Older Adults and Persons with a Disability Fixed Route Free Fare Program” is designed to be simple and safe to use. Initially, older adults and persons with a disability will be able to participate in the fixed route free fare program using their Charlie Card picture I.D., previously issued through the CCRTA's certification process. Over time, the Charlie Card will be replaced by the CCRTA developed “Go Card” for use on the CCRTA's fixed route system to travel for free. For existing CCRTA older adults and persons with a disability, the transition from the Charlie Card to the Go Card will be seamless based on the reuse of information and pictures from the CCRTA's certification database to issue and distribute Go Cards. In support of the additional issuance of requested Go Cards for older adults and persons with a disability, the CCRTA will work closely with the 15-Cape Cod Councils on Aging (COAs) and agencies that support persons with a disability to arrange registration sessions at Town offices (or other acceptable locations), which will be scheduled at multiple intervals over the course of the calendar year. As always, there will also be an option to complete this registration process at the CCRTA's Hyannis Transportation Center. Planned implementation of this program will take place over the upcoming months and periodic progress updates will be provided to the Advisory Board Members and posted on the CCRTA's website.

Transit Enhancements Under Review

As the CCRTA continually reviews and evaluates the efficiency and effectiveness of its transit operations, a common theme that routinely surfaces is the need for extended hours of transit service and additional transit

service on weekends. While in the past, budget funding and driver shortages have been an impediment in moving forward on this important transit front, we are now in a position to reconsider substantial improvements to these gaps in transit services. In support of that goal, I have initiated a formal planning process with our Operations and Senior Staff teams to identify concrete recommendations and implementation schedule to address these transit gaps in service hours and weekends. Funding to support this initiative will be mostly provided through the additional State Contract Assistance and Fair Share funding included in the fiscal year 2024 budget. I will provide periodic updates to the Advisory Board Members regarding our progress on this much needed and highly beneficial transit enhancement effort.

Secretary of Transportation Visits HTC

In November, the Massachusetts Secretary of Transportation, Monica Tibbits-Nutt, visited the Hyannis Transportation Center to meet with me and CCRTA staff and learn about our organization. I highlighted a few of our most recent priorities, such as zero emission vehicles, and the Bourne Rail Trail (BRT). The Secretary mentioned that she met with the Lieutenant Governor the day before regarding the BRT, and both were enthusiastic about the possibility of completing this rail-to-trail project with CCRTA's federal funding, as bike and ped paths are an important and well stated priority of Governor Healey's Administration. In addition, the Secretary was well aware that the CCRTA eliminated \$6.4 million in Revenue Anticipation Notes outstanding borrowings and was highly complementary, noting the CCRTA was the only transit authority that achieved that outcome. The visit was a great success.

Cape Cod Climate Change Collaborative

We continue to participate on the Advisory Council of the Cape Cod Climate Change Collaborative (5Cs). The 5Cs has recently grown, bringing on a full-time Executive Director, Miranda Daniloff-Mancusi. Shortly after starting, Miranda visited HTC to introduce herself and to learn about CCRTA and our climate-friendly initiatives. I shared a background on our solar panel projects, the wind turbine at Operations, and of course, a summary of our ZEV efforts thus far. She was impressed with all efforts and thanked CCRTA for our continued engagement with the 5Cs.

CCRTA Director of Research & Reporting, Steph Spadoni, who also sits on the 5Cs Advisory Council with me, was recently invited to join the organization's Nominating Committee. This Committee meets several times per year to make recommendations to the Board's Executive Committee for new members to the Board and Advisory Council as individual terms end.

Zero Emission Vehicle (ZEV) Transition Plan and Regional Support Study:

CCRTA's journey to a zero-emission future is making significant progress. Our ZEV Transition Plan and Support Study has now ended. After a year of working closely with the consulting firm, Hatch Associates Consultants, CCRTA now has a transition plan for how to migrate to electric vehicles. Through analysis and route simulations and backed with knowledge from the latest in the EV industry, Hatch has produced several additional deliverables since my last Board Report as well as the full Transition Plan. Hatch also visited Hyannis Transportation Center in November to deliver a Final Presentation. CCRTA invited regional partners from around Cape Cod to the presentation. Hatch gave a summary of the study, and the Transition Plan itself. The event concluded with an engaging Q&A-style group discussion on what this means for Cape Cod. *(More details about study deliverables and the Final Presentation can be found in the Director of Research & Reporting's Report.)*

In further support of the ZEV transition plan, the CCRTA will be issuing a Request for Qualifications (RFQ) to procure the services of an engineering firm to provide a comprehensive evaluation of the existing Operations facility and property. The evaluation will include cost estimates for proposed capital procurements such as

canopies over the vehicles and fueling area, standby generator for energy resiliency, and purchasing an adjacent parcel of land. This analysis will also provide recommendations on whether CCRTA should proceed with these projects at the existing site or if a new site and maintenance facility should be considered.

COA Drug and Alcohol Policy

CCRTA will attend the Annual COAST meeting on February 28, 2024. The question of COA requirements regarding drug and alcohol testing of employees was posed to the CCRTA earlier in the fiscal year. In order to fully respond to this question, the CCRTA engaged in a comprehensive review of all State and Federal drug and alcohol testing requirements pertaining to COAs. Overall, the conclusions of our review have determined that the past COA drug and alcohol testing requirements can be significantly streamlined and will offer COAs broad freedom to determine conditions under which employee drug and alcohol testing is necessary. We have shared our preliminary findings with Judi Wilson and Brenda Vazquez for their review and Brenda has kindly set aside time at the annual COAST meeting on February 28th for the CCRTA's presentation. At that presentation, a topic of discussion will include a draft COA Drug and Alcohol Policy developed by the CCRTA (attached) that a COA has the option to adopt or modify for their own purposes or to continue with their present policy. This draft policy is only meant as a guide to adhere to MassDOT's requirements for COAs, as recipients of Section 5310 resources (i.e. MAP vehicles), to have a Drug and Alcohol policy in place and is not intended to replace a COA's existing Drug and Alcohol policy and procedures. As in the past, the CCRTA will continue to pay (or reimburse) for the cost of COA drug and alcohol testing of their employees and volunteer workers. I look forward to our presentation at the COAST meeting in February and responding to any questions that may come up.



INDEPENDENCE

H O U S E

Independence House, Inc.

160 Bassett Lane

Hyannis, MA 02601

Tel. 508 771-6507

Fax: 508 778-0143

24-HOUR HOTLINE

1 800 439-6507

January 10, 2024

Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Grantor,

I hope you had a wonderful holiday season and that 2024 has started well.

Enclosed please find the statistics for October, November, and December the 2nd Quarter of Fiscal Year 2024.

We in the planning phases for Teen Dating Violence Awareness Month in February, White Ribbon events in March, Sexual Assault Awareness Month in April and our International Festival which will be in July.

During the holiday season Independence House, through generous donations we able to sponsor 40+ families with gifts and gift cards and provide the opportunity for 20+ families to come "shop" for toys for their kids.

Thank you for your continued support! If you have any questions regarding the report or other items, please do not hesitate to contact me at 508-771-6507 x235 or bovr@indhouse.net.

Sincerely,

Bob Ravenelle

Director of Domestic & Sexual Violence and
Grants & Contract Management

**Independence House
October 2023 FY 2024**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	46.50	31.25	10.75	0.25	8.75	0.50	28.00	3.25	12.50	0.00	0.00	6.75	0.00	1.50	29.00	6.50	87	116	203	185.50
258E-Harrasment Order	13.00	2.25	3.00	0.50	0.50	0.00	3.00	0.00	0.25	1.25	5.25	0.25	0.00	1.75	3.00	3.25	22	25	47	37.25
Children Exposed to DV	13.00	0.00	0.00	0.00	0.00	2.50	6.50	1.00	0.00	1.50	0.00	0.00	0.00	0.00	10.50	0.00	7	12	19	35.00
Teen Services	12.00	1.75	1.25	0.00	0.00	0.00	4.25	4.25	4.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3	15	18	28.50
Domestic Violence Services	113.50	45.75	9.50	6.50	14.75	17.75	73.00	13.75	21.75	8.50	4.50	17.25	0.00	7.50	46.00	24.25	79	138	217	424.25
Sexual Assault Services	29.75	0.00	2.50	0.00	6.00	0.00	12.00	4.25	2.75	0.00	2.25	1.50	0.00	1.25	22.75	4.50	8	42	50	89.50
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group*	8.00	10.00	1.50	0.00	1.50	0.00	5.00	1.00	12.25	0.00	3.00	8.00	1.50	0.00	4.00	34.25	20	27	47	90.00
Sexual Assault Group*	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	1	1	3.00
Housing Stabilization	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0	3	3	3.00
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Survivors of Homicide	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	1.00	3.50	0	3	3	8.50
Childcare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0	2	2	2.00
Food Pantry	35.00	1.00	0.00	0.00	1.00	2.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0	0	0	50.00
Medical Advocacy	6.25	0.00	4.50	0.00	6.00	0.00	6.75	0.00	0.00	5.00	2.00	0.00	0.00	0.00	0.00	0.00	7	0	7	30.50
Domestic Violence Hotline	13.00	0.00	1.00	0.00	0.00	0.00	4.00	1.00	1.00	1.00	0.00	2.00	0.00	0.00	2.00	14.00	0	0	0	39.00
Sexual Assault Hotline	7.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0	0	0	16.00
Other Calls	21.00	1.00	0.00	0.00	1.00	0.00	6.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	89.00	0	0	0	125.00
Outreach/ Education	5.00	2.00	0.00	2.00	0.00	1.50	0.00	0.00	1.00	0.00	4.00	0.00	4.00	0.00	1.00	0.00	0	313	313	20.50
Prevention Activities	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	0.00	0	29	29	5.00
Total New Clients	95	20	7	2	9	2	17	9	16	4	2	8	0	3	25	14				233
Total Unduplicated Clients	259	50	17	38	11	43	57	7	36	6	28	17	34	3	69	51				726
Total Clients	354	70	24	40	20	45	74	16	52	10	30	25	34	6	94	65				959
TOTAL (Units)	329.00	95.00	34.00	9.25	39.50	24.25	157.50	29.50	60.50	18.25	22.00	36.75	6.50	14.00	131.25	185.25	233	726	959	1192.50

* Some groups as dual DV/SA counted only under DV

**Independence House
November 2023 FY 2024**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	36.25	9.50	14.25	2.00	6.75	5.75	22.50	0.50	3.00	1.25	0.00	13.25	0.00	1.00	17.25	16.75	100	75	175	150.00
258E-Harrasment Order	3.75	0.00	0.00	0.00	1.00	0.00	2.25	1.00	3.50	0.00	0.00	1.00	1.50	0.00	3.25	7.50	18	8	26	24.75
Children Exposed to DV	17.25	2.50	0.00	0.00	0.00	1.75	5.00	2.25	0.00	4.00	0.25	0.00	0.00	0.00	17.50	0.00	11	21	32	50.50
Teen Services	13.75	3.00	2.00	0.00	0.00	0.00	8.75	3.25	2.25	0.00	1.00	2.25	0.00	0.00	2.00	0.25	5	18	23	38.50
Domestic Violence Services	78.25	8.50	4.25	0.00	7.25	0.00	35.25	4.75	12.50	0.00	0.00	18.25	0.00	0.00	17.25	22.50	59	154	213	208.75
Sexual Assault Services	100.75	31.25	15.25	8.50	21.50	8.75	51.50	10.75	21.50	2.25	2.00	20.25	3.50	0.00	38.50	27.25	15	39	54	363.50
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group*	19.00	12.00	3.00	1.00	0.00	3.00	23.25	1.00	12.00	0.00	1.00	6.25	0.00	0.00	9.00	39.00	17	37	54	129.50
Sexual Assault Group*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Housing Stabilization	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0	5	5	5.00
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Survivors of Homicide	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0	2	2	3.00
Childcare	2.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.25	0	5	5	5.50
Food Pantry	47.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	11.00	1.00	0	0	0	69.00
Medical Advocacy	3.50	7.75	0.00	0.00	5.00	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	5	0	5	20.00
Domestic Violence Hotline	17.00	2.00	2.00	0.00	2.00	0.00	3.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	17.00	0	0	0	46.00
Sexual Assault Hotline	8.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0	0	0	11.00
Other Calls	29.00	0.00	1.00	0.00	2.00	0.00	4.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	50.00	0	0	0	89.00
Outreach/ Education	7.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.50	3.00	0.00	1.00	0.00	1.50	3.00	0	252	252	20.00
Prevention Activities	0.50	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0	7	7	2.50
Total New Clients	63	12	11	8	12	11	35	5	9	2	1	15	1	2	21	22				230
Total Unduplicated Clients	175	121	21	2	14	10	65	9	19	5	30	17	4	1	63	67				623
Total Clients	238	133	32	10	26	21	100	14	28	7	31	32	5	3	84	89				853
TOTAL (Units)	386.25	78.50	42.25	11.50	51.50	22.75	159.50	26.50	60.75	8.00	7.25	62.25	6.00	1.00	120.75	191.75	230	623	853	1236.50

* Some groups as dual DV/SA counted only under DV

**Independence House
December 2023 FY 2024**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	65.75	9.00	14.25	0.00	5.75	2.75	16.00	3.75	8.00	3.75	0.00	7.75	3.50	0.00	21.00	10.50	68	110	178	171.75
258E-Harrasment Order	20.75	2.50	0.00	0.00	0.50	0.25	11.25	0.00	1.50	0.00	0.00	0.25	2.25	0.00	0.25	1.50	18	24	42	41.00
Children Exposed to DV	23.25	0.50	0.00	0.00	0.00	1.50	3.00	6.25	0.00	2.75	1.00	1.75	0.00	0.00	14.25	0.00	3	28	31	54.25
Teen Services	11.50	2.00	0.00	0.50	0.00	0.00	4.50	1.00	1.00	0.00	0.00	0.25	0.00	0.00	1.50	0.00	4	15	19	22.25
Domestic Violence Services	96.50	16.00	6.50	2.75	19.25	5.00	58.75	19.25	22.25	8.00	4.50	15.25	4.75	0.00	31.75	25.25	39	138	177	335.75
Sexual Assault Services	35.25	0.00	13.25	0.00	3.00	2.25	8.25	4.00	4.25	0.00	2.00	0.00	0.00	3.00	19.75	2.50	10	38	48	97.50
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group*	17.00	6.00	1.00	1.00	1.00	0.00	15.00	0.00	7.00	1.00	1.00	6.25	0.00	0.00	6.00	15.00	6	33	39	77.25
Sexual Assault Group*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	3.00
Housing Stabilization	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0	5	5	5.00
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Survivors of Homicide	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0	2	2	3.50
Childcare	1.50	0.00	0.00	0.00	0.00	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	1	4	5	2.75
Food Pantry	20.00	0.00	4.00	0.00	3.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0	0	0	41.00
Medical Advocacy	0.00	0.00	2.00	3.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3	0	3	5.25
Domestic Violence Hotline	9.00	0.00	1.00	0.00	2.00	0.00	5.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	1.00	23.00	0	0	0	44.00
Sexual Assault Hotline	2.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	5.00	0	0	0	11.00
Other Calls	34.00	0.00	1.00	0.00	0.00	0.00	7.00	5.00	0.00	1.00	0.00	0.00	0.00	0.00	3.00	87.00	0	0	0	138.00
Outreach/ Education	8.00	0.00	0.00	1.00	2.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	0	129	129	14.00
Prevention Activities	2.50	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0	30	30	4.50
Total New Clients	58	7	8	2	6	5	18	3	11	6	0	5	2	0	9	12				152
Total Unduplicated Clients	172	18	16	8	100	13	56	12	17	7	5	28	7	15	52	30				556
Total Clients	230	25	24	10	106	18	74	15	28	13	5	33	9	15	61	42				708
TOTAL (Units)	350.00	36.00	43.50	8.25	36.50	13.75	132.75	39.25	50.50	16.50	8.50	32.50	10.50	4.00	113.00	173.25	152	556	708	1071.75

* Some groups as dual DV/SA counted only under DV

**Independence House
Quarter 2 FY 2024**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlms	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	148.50	49.75	39.25	2.25	21.25	9.00	66.50	7.50	23.50	5.00	0.00	27.75	3.50	2.50	67.25	33.75	255	301	556	507.25
258E-Harrasment Order	37.50	4.75	3.00	0.50	2.00	0.25	16.50	1.00	5.25	1.25	5.25	1.50	3.75	1.75	6.50	12.25	58	57	115	103.00
Children Exposed to DV	53.50	3.00	0.00	0.00	0.00	5.75	14.50	9.50	0.00	8.25	1.25	1.75	0.00	0.00	42.25	0.00	21	61	82	139.75
Teen Services	37.25	6.75	3.25	0.50	0.00	0.00	17.50	8.50	7.25	0.00	1.00	2.50	0.00	0.00	4.50	0.25	12	48	60	89.25
Domestic Violence Services	288.25	70.25	20.25	9.25	41.25	22.75	167.00	37.75	56.50	16.50	9.00	50.75	4.75	7.50	95.00	72.00	177	430	607	968.75
Sexual Assault Services	165.75	31.25	31.00	8.50	30.50	11.00	71.75	19.00	28.50	2.25	6.25	21.75	3.50	4.25	81.00	34.25	33	119	152	550.50
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group	44.00	28.00	5.50	2.00	2.50	3.00	43.25	2.00	31.25	1.00	5.00	20.50	1.50	0.00	19.00	88.25	43	97	140	296.75
Sexual Assault Group	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	1	1	3.00
Housing Stabilization	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0	13	13	13.00
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Survivors of Homicide	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	1.00	6.00	0	7	7	15.00
Childcare	3.75	0.00	0.00	0.00	0.00	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	5.25	1	11	12	10.25
Food Pantry	102.00	1.00	4.00	0.00	10.00	2.00	5.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	31.00	1.00	0	0	0	160.00
Medical Advocacy	9.75	7.75	6.50	3.00	11.00	3.50	7.00	0.00	0.00	5.00	2.00	0.00	0.00	0.00	0.00	0.25	15	0	15	55.75
Domestic Violence Hotline	39.00	2.00	4.00	0.00	4.00	0.00	12.00	2.00	4.00	1.00	0.00	3.00	0.00	0.00	4.00	54.00	0	0	0	129.00
Sexual Assault Hotline	17.00	0.00	0.00	0.00	0.00	1.00	9.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	9.00	0	0	0	38.00
Other Calls	84.00	1.00	2.00	0.00	3.00	0.00	17.00	8.00	1.00	2.00	1.00	1.00	1.00	0.00	5.00	226.00	0	0	0	352.00
Outreach/ Education	20.00	4.00	0.00	3.00	2.00	2.50	2.00	0.00	1.00	0.50	7.00	0.00	5.00	1.00	3.50	3.00	0	694	694	54.50
Prevention Activities	4.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	1.00	0.00	2.00	3.50	0.00	0	66	66	12.00
Total New Clients	216.00	39.00	26.00	12.00	27.00	18.00	70.00	17.00	36.00	12.00	3.00	28.00	3.00	5.00	55.00	48.00				615
Total Unduplicated Clients	606	189	54	48	125	66	178	28	72	18	63	62	45	19	184	148				1905
Total Clients	822	228	80	60	152	84	248	45	108	30	66	90	48	24	239	196				2520
TOTAL (Units)	1065.25	209.50	119.75	29.00	127.50	60.75	449.75	95.25	171.75	42.75	37.75	131.50	23.00	19.00	365.00	550.25	615	1905	2520	3500.75

Annual Report for Fiscal 2023

with Audited Financial Statements

CVEC | Cape & Vineyard Electric Cooperative, Inc.

TABLE OF CONTENTS

From CVEC _____	3
CVEC Cape & Vineyard Electric Cooperative, Inc. _____	4
Members _____	4
CVEC Participants in Projects (non-members) _____	4
CVEC's PROJECTS _____	5
CVEC's Form of Contracts _____	7
Implications of the Inflation Reduction Act Renewable Energy Incentives _____	8
ISO-NE Forward Capacity Markets _____	8
Relationship Building- NREL, CESA, MA CEC, & Eversource _____	9
CVEC's Projects by Type _____	10
Behind-the-Meter _____	10
Front-of the Meter Cash-out Projects without Offtakers _____	10
Front-of-the Meter Cash-out Projects with Offtakers _____	10
Front-of the Meter Net Metering Credits with and without Offtakers _____	11
Offtaker Rounds I and II Production Pool _____	11
Lease Only _____	13
Third-party Power Purchase Agreements _____	13
Service Agreements _____	14
CVEC's Administrative Adder _____	14
Rounds 4 and 5 _____	15
Distribution Studies for Round 4 and 5 Projects _____	15
Financial Statements _____	16
FY 23 Project Reports- Summary _____	18
CVEC Information _____	19

FROM CVEC

Dear Members, Participants, and friends of CVEC:

At the end of FY 23, CVEC added 2 projects to its portfolio of member and participant projects for a total of 48 operational solar photovoltaic projects. We continue to monitor 3 projects under construction and another 11 projects from prior rounds which are pending utility substation and other infrastructure upgrades. At the end of FY 23, CVEC operational projects produced approximately 41.5 MW. CVEC's entire portfolio of solar projects, including Round 6 which will be awarded in FY 24, will produce 55.65 MW.

CVEC is the procurement resource and project management administrator for 25 municipal members and currently 10 other governmental entities. Its procurement program complies with MGL c. 164, s. 137 which provides a structured and streamlined procurement process for CVEC's members. CVEC works with several national and local developers who own CVEC's renewable projects located on participant properties. These projects consist of roof mounts, ground mounts and carport canopies. Newer projects generally include battery energy storage systems.

This year, CVEC joined forces with the Massachusetts Municipal Wholesale Electric Company (MMWEC) for its Round 6 Procurement. MMWEC plans, develops and manages energy resources for many MA municipal light plants. MMWEC's hands-on experience offers CVEC's members analytic and project support. We look forward to working with MMWEC to accelerate projects and planning.

With substantial funding from the MA Department of Energy Resources, CVEC's 250 KW battery energy storage system is now on its pad at the regional emergency shelter in Yarmouth, MA awaiting to be energized. Despite this project's having its share of post-pandemic supply chain constraints and aging building connection issues, CVEC remains committed to the project.

As CVEC's assets mature and federal tax incentives come into play, CVEC will be taking a hard look at its strategic plan. We are hopeful that the region will soon see utility infrastructure progress that will bring electric reliability and, in turn, the ability for CVEC to build and upgrade renewable energy systems.

/Maria Marasco, Esquire; Executive Director

Established in 2007, CVEC is an energy cooperative and is deemed a Massachusetts government entity. It develops and manages 74 solar PV projects (operating or pending construction) located on property owned by a members and participants. CVEC also purchases energy from third-party solar and wind projects and will soon operate a 250 KW battery energy storage system.



GOALS AND OBJECTIVES

Developing and/or owning renewable electric generation facilities and procuring and/or selling long-term electric supply or other energy-related goods or services including renewable energy certificate contracts at competitive prices to members.

CVEC

23 H2 White's Path, Suite 2
South Yarmouth, MA 02664
Tel 508.619.7691
www.cvecinc.org

CVEC | CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

MEMBERS

Member Representative, CVEC Board of Directors as of 6.30.23

County of Barnstable	Mark Forest (Executive Committee)
Cape Light Compact	Mariel Marchand (Executive Committee)
Aquinnah	William Lake (President, Executive Committee)
Barnstable	Charles McLaughlin, Esq. (Executive & Finance Committees)
Bourne	Janice Marks
Brewster	Charles Hanson (Clerk, Executive & Finance Committees)
Chatham	Robert Wirtshafter (Treasurer, Executive & Finance Committees)
Chilmark	Stephen Lewenberg
Dennis	Thomas O'Connor
Dukes County	Tain Leonard-Peck (Vice President)
Eastham	Vacant
Edgartown	Alan Strahler
Falmouth	Rosemary Dreger-Carey
Harwich	Glenn Miemic
Marion	Alanna Nelson (Executive Committee)
Mashpee	Wayne Taylor
Nantucket	Lauren Sinatra
Oak Bluffs	Dion Alley
Orleans	Ron Collins
Provincetown	Lydia Hamquist
Sandwich	Laura Gregario
Tisbury	Jay Grande
Truro	Mark Farber
West Tisbury	John Christenson
Yarmouth	Joe Baker

CVEC Participants in Projects (non-members)

Barnstable Fire District, Cape Cod Gateway Airport, Cotuit-Osterville-Marston Mills Fire District, Dennis-Yarmouth Regional School District, Harwich Water District, Martha's Vineyard Airport, Monomoy School District, Nauset Regional School District, Sandwich Water District, Upper Cape Regional Water District.

CVEC'S PROJECTS	Round	Type of Project	COD or Status as of 6.30.23
Barnstable High School	C-7	BTM (Behind the meter)	8.23.10
Bourne Middle School	C-7	BTM	4.30.10
Brewster Eddy Elementary	C-7	BTM	7.16.10
Brewster Stoney Brook Elementary	C-7	BTM	7.16.10
Eastham DPW	C-7	BTM	2.25.10
Eastham Elementary	C-7	BTM	2.27.10
Harwich Elementary	C-7	BTM	7.22.10
Barnstable Landfill 1 & 2	1	Cash-out No OTs (offtakers)	9.15.14
Brewster Capped Landfill	1	Cash-out No OTs	9.15.14
Chatham Capped Landfill	1	Cash-out No OTs	9.29.14
Eastham Landfill	1	NMC w OTs	4.23.14
Edgartown Katama Farms Landfill	1	Cash out No OTs	6.6.14
Edgartown Nunnepog Well	1	Cash-out w OTs	6.6.14
Harwich Capped Landfill	1	Cash-out w OTs	8.1.14
Tisbury Capped Landfill	1	Cash-out w OTs	7.29.14
Barnstable Cape Cod Gateway Airport	2	Cash-out w OTs	4.3.15
Barnstable Fire District	2	NMC w OTs	4.21.15
Barnstable High School	2	BTM	10.8.14
Barnstable Senior Center	2	BTM	12.2.14
Bourne Community Center	2	BTM	8.30.14
Chatham Police Station	2	BTM	8.30.14
Chatham Town Hall Annex	2	BTM	8.30.14
DYRSD High Roof Mount	2	NMC w OTs	3.16.15
DYRSD Ezra Baker School	2	BTM	8.30.14
DYRSD High School Ground Mount	2	NMC w OTs	4.14.15
DYRSD Mattacheese School	2	BTM	12.16.14
DYRSD ME Small School	2	NMC w OTs	2.27.15
DYRSD Wixon School	2	BTM/ NMC w OTs	12.8.14
Orleans Capped Landfill	2	NMC no OTs	5.15.15
Provincetown Transfer Station	2	BTM	12.15.14
West Tisbury Landfill	2	NMC w OTs	1.5.15
West Villages School	2	BTM	10.8.14
Chatham Fire Station	3	BTM	1.1.20
Eastham Library	3	BTM	1.1.20
Oak Bluffs Fire Station	3	BTM	1.1.20
Provincetown VMCC	3	BTM	7.1.20
Provincetown WTP	3	BTM	1.1.20
Yarmouth Fire Station #1	3	BTM	1.1.20
Yarmouth Fire Station #3	3	BTM	1.1.20

	Round	Type of Project	COD or Status as of 6.30.23
Brewster Golf Course Park Lot	4	LO (lease only)	3.22.22
Harwich Cranberry Valley Golf Cart Barn	4	BTM	7.21.21
Monomoy RSD Harwich High School	4	BTM	3.12.21
Oak Bluffs Elementary School	4	BTM	6.14.22
Sandwich Forestdale School	4	BTM	Distribution Study
Sandwich High School	4	BTM	Distribution Study
Sandwich Hollows Golf Course Cart	4	BTM	Distribution Study
Sandwich Oakridge School	4	BTM	Distribution Study
Sandwich Police Station	4	BTM	1.11.21
Yarmouth Parcel E	4	BTM	Distribution Study
Chatham Police Station Canopy	5	TBD	Under construction
Chatham Recreation Center	5	BTM	Under construction
Marion Capped Landfill	5	TBD	Pending Construction
Mashpee Coombs School Canopy	5	BTM	Distribution Study
Mashpee Coombs School Roof	5	BTM	Distribution Study
Mashpee High School Canopy	5	BTM	Distribution Study
Mashpee Quashnet School Canopy	5	BTM	Distribution Study
Mashpee Quashnet School Roof	5	BTM	Distribution Study
Nauset RSD Harwich Middle School	5	BTM	Distribution Study
Sandwich Hollows Golf Course Cart Barn	5	TBD	Distribution Study
Yarmouth Senior Center	5	BTM	Under construction
Future Generation Wind	3rd party	Cash out w OTs	8.15.16
Nexamp	3rd party	Cash out w OTs	11.21.17
Syncharpha	3rd party	Cash out w OTs	11.14.16
CVEC	DOER Grant	Battery Energy Storage System	Under construction

CVEC's Form of Contracts

Two main Project Agreements govern the legal obligations, rights and responsibilities of the Developer, CVEC, and Participant for each PV System, as follows:

Inter-Governmental Power Purchase and Project Development Agreement between CVEC and Participant ("IGA"). The Participant and CVEC will enter into an inter-governmental agreement for CVEC to resell the net energy (associated with net metering or SMART Program alternative on-bill credits) to the Participant for a period of 20 years, with the option to extend for up to five (5) years. The Agreement includes a grant of certain property rights with an option to extend for up to five (5) years.

Solar Power Purchase and Development Agreement ("PPA") between CVEC and Developer: The Developer and CVEC will enter into a long-term PPA with an initial term of twenty (20) years from commercial operation of the PV System. The PPA will govern CVEC's purchase of the net energy from a PV System. The PPA will contain the Developer's PV System permitting, construction and commissioning benchmarks, require routine reporting on design, permitting, and financing for the PV System and will provide for delay liquidated damages in the event that Developer does not construct and/or commission the PV System by a date certain.

The PPA includes an assignment of property rights to the Developer (i.e., a long-term sub-lease from CVEC to the Developer) an initial term of twenty (20) years from commercial operation of the PV System. The PPA will establish the Developer's right to access and use the Participant's property for the design, installation, and operation of the PV System. In addition, the PPA will require the Developer to provide development security and a payment and performance bond in advance of construction of the PV System and to provide decommissioning assurance in the event that the Developer fails to properly remove the PV System from the Participant's property upon expiration of the PPA . The Participant's reserved use of its premises and any special conditions applicable to Developer's development and use of the premises (if any) will be set forth in a special exhibit to the IGA. An exhibit to the PPA will contain limited contract exceptions and supplemental terms that are developed or identified during the RFP phase or the contract negotiations process and approved by CVEC. CVEC continues to engage with the Participants regarding preparation of the PPA exhibits and may issue an addendum to this RFP if it is able to provide information to Respondents that may be useful in preparation of its Proposal.

Implications of the Inflation Reduction Act Renewable Energy Incentives

Generally, the Inflation Reduction Act increases the number and amount of incentives for renewable energy projects. The new direct pay and transfer options allow governmental organizations, such as CVEC and its members, to utilize clean energy tax credits for equipment placed in service on or after January 1, 2023 through December 31, 2032. The direct pay option, in lieu of a traditional tax credit, allows certain non-taxable entities to directly monetize certain tax credits including many renewable energy credits where it was not able to before. The base incentive is a tax credit of 30% of eligible costs. This leaves the door open for CVEC and or its members to consider owning renewable energy systems. In FY 23, CVEC started its financial analysis, risk assessment, and operational capacity to build and operate its own systems. These systems include those already operational and new projects.

For more information, refer to: <https://www.epa.gov/green-power-markets/summary-inflation-reduction-act-provisions-related-renewable-energy>

ISO-NE Forward Capacity Markets

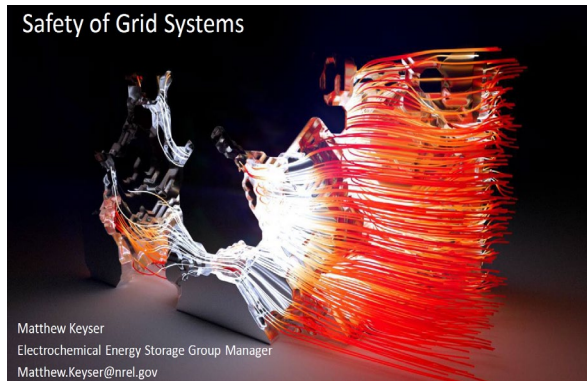
CVEC contracts with two Forward Capacity Market (FCM) vendors who enroll CVEC's projects into ISO-NE and related programs for additional income.

CPower is a demand-side energy management company that operates under a contract with the Massachusetts Department of Capital Management. As a government entity, CVEC utilizes this contract. CPower provides capacity monetization of CVEC's Behind-the-Meter solar PV arrays into the ISO-NE Forward Capacity Market. In Fiscal 23, CVEC had 13 sites with 833 kW capacity enrolled. Systems must be enrolled within the first three years of each system's commercial operation date. Revenues to CVEC will continue over the 20-year life of the solar PV systems.

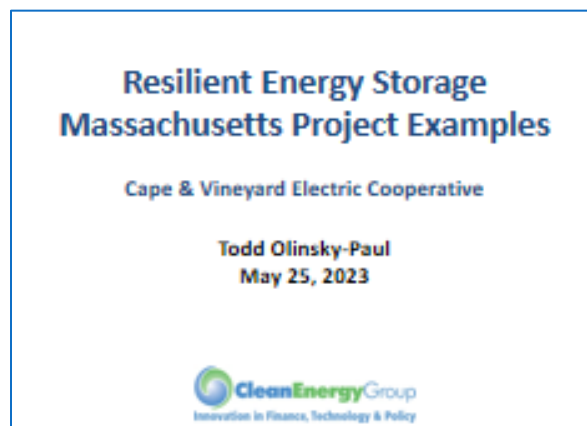
In deregulated electricity markets, two main products are electricity and capacity. Capacity can be viewed as a call option on electricity where a peaking resource is paid to be on standby in the event that it is needed. In a grid with peaky load characteristics, capacity markets are crucial to keeping the lights on during spikes in demand. The Forward Capacity Market (FCM) ensures that the New England power system will have sufficient resources to meet the future demand for electricity. Forward Capacity Auctions (FCAs) are held annually, three years in advance of the operating period. Resources compete in the auctions to obtain a commitment to supply capacity in exchange for a market-priced capacity payment. These payments help to support the development of new resources as well as to retain existing resources. (Source: ISO-NE)

CVEC also works with CLEAResult, a provider of energy efficiency and demand response solutions. CLEAResult represents 14 of CVEC's Front-of-the Meter solar projects, totaling roughly 9 MW of capacity, in the ISO-NE FCM. CVEC receives an annual payment for 14 projects.

Relationship Building- NREL, CESA, MA CEC, & Eversource



CVEC invites prominent energy leaders from government, research, utilities and the commercial industry to meet virtually with board members and exchange information. This past fiscal year, CVEC was pleased to have presentations from Matthew Keyser, Electrochemical Energy Storage Group Manager from the **National Renewable Energy Laboratories**, Paul Makris and Ed Bludnicki from **Ameresco**, and Todd Olinsky-Paul, Senior Project Manager from the **Clean Energy Group/Clean Energy States Alliance** attend CVEC board meetings.



CVEC'S PROJECTS BY TYPE

Behind-the-Meter



Yarmouth Fire Station 3

The majority of CVEC's projects are Behind-the-Meter ("BTM") projects in which CVEC buys the energy from a developer and resells it to the host. The developer builds and owns the project located on the host's property. The developer calculates the monthly energy production and invoices CVEC for the energy at a fixed price determined through an initial RFP process. CVEC then invoices the Host for the monthly cost of energy plus an administrative adder per kWh for project management. CVEC does not, however, charge an administrative adder for CVEC-7 BTM Projects.

Front-of-the Meter Cash-out Projects without Offtakers

CVEC's projects at the [Barnstable Landfills \(1 & 2\)](#), [Edgartown Katama Farms Landfill](#), [Brewster Landfill](#), and [Chatham Landfill](#)

are cash-out projects without offtakers, meaning the host receives 100% of the net cash value of the project production each month. The net cash value is calculated as the net metering credit value, which is calculated by Eversource each month, less the developer's fixed PPA cost and less CVEC's administrative fee where applicable. CVEC ceased charging an administrative fee for all Round 1 projects in FY 21.

OFFTAKER-
A RECIPIENT OF A PERCENTAGE SHARE OF
NET METERING CREDITS FROM A PROJECT
HOSTED BY ANOTHER CVEC MEMBER,
PARTICIPANT, OR THIRD-PARTY

Front-of-the Meter Cash-out Projects with Offtakers

The [Edgartown Nunnepog Landfill](#), [Harwich Capped Landfill](#), [Tisbury Capped Landfill](#), and [Cape Cod Gateway Airport](#) are cash-out projects with a host and multiple offtakers. Eversource notifies CVEC of the solar PV monthly production via a Special Ledger and a month or two later sends CVEC, as project administrator, the cash value of the net metering credits via wire transfer. CVEC then allocates the net cash value to the Host and the offtakers in their proportionate shares. The net cash value is the participant's share of: net metering credits less the developer fixed PPA cost less CVEC's administrative fee. CVEC is responsible for preparing monthly accounting allocations and reports and distributing the net proceeds in a timely fashion.

The initial net cash value for each offtaker is reduced by the "Revenue Share" which each offtaker pays to the Host for locating the project on its property. The Participant Revenue Share calculation is: $50\% \times \text{Total System Net Monthly Benefit} \times \text{the Participant's proportionate share of net metering credits}$.

Front-of-the Meter Net Metering Credits with and without Offtakers

CVEC also has projects in which the host and any offtakers receive net metering credits, and not the cash value of those credits, from a project. The net metering credits are used to offset the cost of energy and appear on the Host's and offtaker's utility bills. CVEC is responsible to ensure that the credits are distributed not only in the correct percentage but to particular electric accounts through the administration of Eversource Schedule Z's. These projects include the [Eastham Landfill](#), [Barnstable Fire District](#), [Dennis-Yarmouth Regional School District \(DYRSD\) High School Ground and Roof Mounts](#), [DYRSD Marguerite Small Elementary School Roof Mount](#) and [Wixon School Roof Mount](#), [Orleans Capped Landfill](#), and the [West Tisbury Landfill](#). These projects, with the



Orleans Capped Landfill Solar PV

exception of Orleans which has no offtakers, have as many as nine offtakers for which CVEC calculates each share. The same revenue-sharing method as noted above is applied to these projects.

Offtaker Rounds I and II Production Pool

In 2014, CVEC established a Production Pool from Round 1 and Round II Projects. Round I Projects included large-scale (6 - 4.4. MW) projects at the [Harwich Landfill](#), [Eastham Landfill](#), [Edgartown Nunnepog Well](#), and [Tisbury Landfill](#). Round II Projects included large-scale (.5 – 6.6 MW0 projects at the [Barnstable Airport](#), [Barnstable Fire District](#), [Dennis-Yarmouth High School](#), and at the [West Tisbury Landfill](#). The energy in the Production Pool is the net energy generated from the projects that the Hosts did not reserve.

The allocation of net metering credits is determined from Inter-governmental Net Metering Power Sales Agreements through which the offtakers, receive the value of the net metering credits either in the form of cash or credits.

Allocations by System and Offtaker

System	Offtaker	Percentage
Eastham Landfill- R1 Net Metering Credits	Barnstable County	3.96%
	Brewster	2.42%
	Chatham	1.05%
	Chilmark	0.24%
	Dukes County	0.40%
	Eastham	77.07%

Monomoy Schools	4.83%
Oak Bluffs	1.21%
Provincetown	2.15%
Yarmouth	6.67%
Total	100.00%

Nunnepog Well- R1 Cash value of Net Metering Credits

Barnstable County	9.40%
Brewster	5.80%
Chatham	2.50%
Chilmark	0.60%
Dukes County	1.00%
Edgartown	45.20%
Monomoy Schools	11.50%
Oak Bluffs	2.90%
Provincetown	7.50%
Yarmouth	13.70%
Total	100.00%

Harwich Landfill R1- Cash value of Net Metering Credits

Barnstable County	8.40%
Brewster	5.20%
Chatham	2.20%
Chilmark	0.40%
Dukes County	0.70%
Harwich	61.80%
Oak Bluffs	2.60%
Provincetown	6.70%
Yarmouth	12.20%
Total	100.00%

Tisbury Landfill R1- Cash value of Net Metering Credits

Barnstable County	2.10%
Brewster	1.30%
Chatham	0.60%
Chilmark	0.10%
Dukes County	0.20%
Monomoy Schools	2.60%
Oak Bluffs	0.60%
Provincetown	1.70%
Tisbury	87.80%
Yarmouth	3.10%
Total	100.00%

Cape Cod Gateway Airport R2- Cash value of Net Metering Credits

Airport	19.20%
Barnstable	80.80%
Total	100.00%

Barnstable Fire District R2-Net Metering Credits

Barnstable County	11.31%
Barnstable Fire District	35.79%
Brewster	6.53%
Chatham	2.73%
Chilmark	0.63%
Dukes County	1.08%
Monomoy Schools	14.23%
Oak Bluffs	3.16%
Provincetown	8.62%
Yarmouth	15.92%
Total	100.0%

DYHS Ground Mount R2- Net Metering Credits

DYRSD	0.00%
Yarmouth	100.00%
Total	100.00%

Lease Only



Brewster Captains Golf Course

Certain projects have a lease agreement between a Host and the developer instead of a PPA between CVEC and the developer. The Host receives a monthly lease payment over the life of the solar PV system. CVEC provides project oversight through an Intergovernmental Agreement in which there is an annual fee in place of an adder. This lease-only agreement falls outside of CVEC's regular procurement model.

Third-party Power Purchase Agreements

With the goal of managing a diversified portfolio of distributed renewable energy projects, CVEC purchases energy from third-party operators of solar PV and wind projects. CVEC purchases net metering credits and in turn resells them to certain CVEC members and participants as offtakers. These offtakers receive the cash value of the net metering credits less the developer's cost and less CVEC's operational adder per kWh of production each month.

Future Generation Wind. Agreement effective November 20, 2014, for participation in (up to four) wind energy generation facilities, with an aggregate generating capacity of 8 MW located in Buzzards Bay, MA.

Syncarpha Capital, Marie's Way Solar I, LLC. Agreement effective November 9, 2016, for participation in solar PV power electrical generation facility with an estimate generation capacity of 6,850,000 KWh per year located in Orleans, MA.

Nexamp, Dartmouth Farms Solar, LLC. Agreement effective January 15, 2015 and amended June 22, 2016 for participation in three(3) 2,250 kW (AC)(total) solar PV arrays located in Dartmouth, MA.

Service Agreements

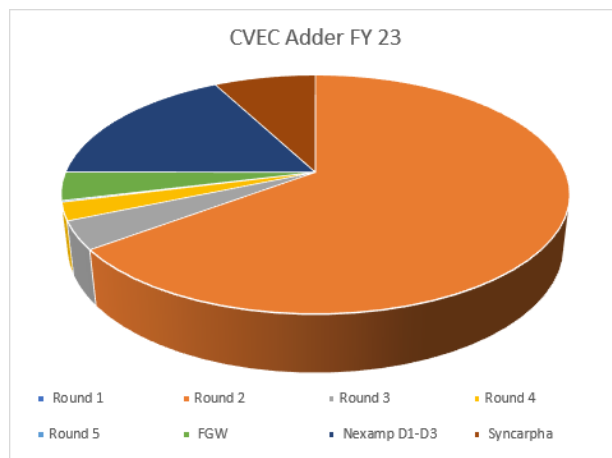
A number of CVEC's member towns have service agreements with CVEC. The services are either outside the scope of CVEC's Administrative or Operational Adder or involve a solar PV project that the member installed on its own. CVEC maintained service agreement relationships in FY 23 with the following members:

- **Dennis** -- CVEC manages the distribution of the Town's net metering credits from their capped landfill PV system which is not a CVEC-procured project.
- **Sandwich** -- CVEC supports the Town with administrative and transactional services relative to a 4-megawatt PV system which is not a CVEC-procured project.
- **Yarmouth** -- CVEC provides the Town with services outside for over 100 electric utility accounts, including electric invoice payment through the town's MUNIS platform, review and analysis of electric charges, and certain Schedule Z support.

CVEC invites all members and participants to discuss using CVEC's management services to support existing municipal efforts.

CVEC's Administrative Adder

CVEC derives its primary source of revenue by charging project participants an administrative fee or "adder" on the energy generated from projects in Rounds 2 through 6. CVEC does not charge the participants an adder for CVEC's original CVEC-7 and Round 1 projects (effective FY 22) which include many landfill projects. The larger one-plus MW projects at various landfills from Round 2 cover the bulk of CVEC's administrative costs.



Round 1	\$ -
Round 2	\$ 191,570.85
Round 3	\$ 11,218.02
Round 4	\$ 7,144.99
Round 5	\$ 564.88
FGW	\$ 11,342.28
Nexamp D1-D3	\$ 50,976.16
Syncarpha	\$ 22,829.97
Total	\$ 295,647.15

Rounds 4 and 5

Developer Distributed Solar Development energized the carport canopy solar PV and battery energy storage project at the [Nauset Regional Middle School](#) on April 7, 2023 for the Nauset Regional School District. It is an expansive 588.24 kW DC PV system with a 1,073 kWh Tesla battery. By the end of the fiscal year, the net benefit to the school was \$364,919, not including additional cash payments for battery participation on the ConnectedSolutions program. Production equaled approximately 378.6 metric tons of carbon dioxide equivalent.



Nauset Middle School Solar PV with BESS

CVEC issued an RFP for 21 Round 4 solar PV projects in 2018. CVEC acted as the procuring authority under MGL c. 164, s. 137. By the end of 2019, CVEC had completed Round 4 contract negotiations with the developers. In December 2019, CVEC advertised a new Round 5 for 22 projects, of which 13 include batteries. Four Round 4 projects began operations in FY 21. In FY 21, CVEC cancelled a number of projects at the request of certain members.

In FY 22, CVEC realized its first battery energy storage system-- a 231.77 kilowatt (kW) solar PV system with a Tesla 58 kW/232 kWh energy storage system unit located at the [Oak Bluffs Elementary School](#). Annually, the solar array of 600 photovoltaic panels generates over 265,000 kilowatt-hours (kWh) of clean energy, offsetting more than 414,000 pounds of carbon dioxide. Over the next twenty years, that will be the equivalent of taking about 810 gas-powered cars off the road or preserving 4,440 acres of forest. (Source: US EPA Greenhouse Gas Calculator).

Construction of the [Chatham Recreation Center](#), [Chatham Police Station](#), and the [Yarmouth Senior Center](#) started in FY 23. CVEC, at the request of the Town of Aquinnah, cancelled two Round 5 projects.

Distribution Studies for Round 4 and 5 Projects

In FY 23, the MA Department of Public Utilities approved Eversource's Marion-Fairhaven capital investment project proposal affecting CVEC's Marion landfill solar PV and BESS project. Construction of the Marion project will progress in coordination with infrastructure improvements. At the end of FY 23, the Cape & Islands Study was still pending DPU approval under the DPU's Provisional System Planning Program. CVEC submitted public comments to the DPU as part of the rate determination process expressing concern for delays and increased costs. Eleven CVEC projects are pending under the Cape & Islands proposal.



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 22-55

May 25, 2022

Petition of NSTAR Electric Company d/b/a Eversource Energy for approval by the Department of Public Utilities of the Company's Cape Cod capital investment project proposal under the Provisional Program established by the Department in Provisional System Planning Program, D.P.U. 20-75-B (2021).

Members can review the matter at: <https://eeonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber> (enter "22-55").

FINANCIAL STATEMENTS

**CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2023**

As management of the Cape & Vineyard Electric Cooperative, Inc. (CVEC), we offer readers of these financial statements this narrative overview and analysis of CVEC's financial activities for the year ended June 30, 2023.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the financial statements, which consist of the following two components:

1. Financial statements
2. Notes to financial statements

Financial Statements

CVEC's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America, as set forth by the Governmental Accounting Standards Board (GASB). The financial statements are presented on the accrual basis of accounting and include the following three basic financial statements: (1) the statement of net position, (2) the statement of revenues, expenses, and change in net position, and (3) the statement of cash flows.

The financial statements can be found on pages 6 – 8 of this report.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements can be found on pages 9 – 16 of this report.

Financial Statement Analysis

The following tables present current and prior year data on the financial statements:

Net Position

CVEC's assets exceeded liabilities by \$1,260,833 at the close of the fiscal year and are summarized as follows:

	<u>2023</u>	<u>2022</u>	<u>Change (\$)</u>	<u>Change (Percent)</u>
Assets				
Current Assets	\$ 2,844,442	\$ 1,395,161	\$ 1,249,281	89.54%
Capital Assets	580,139	-	580,139	100.00%
Total Assets	<u>3,224,581</u>	<u>1,395,161</u>	<u>1,829,420</u>	
Liabilities				
Current Liabilities	<u>1,963,748</u>	<u>612,524</u>	<u>1,351,224</u>	220.60%
Net Position				
Net Investment in Capital Assets	580,139	-	580,139	100.00%
Unrestricted	680,694	782,637	(101,943)	-13.03%
	<u>\$ 1,260,833</u>	<u>\$ 782,637</u>	<u>\$ 478,196</u>	

CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2023

CVEC's assets consist primarily of cash and cash equivalents, construction in progress, and accounts receivable.

Liabilities consist of accounts payable, accrued expenses and net metering credits (NMC) pass-through activities.

The significant increases in assets and liabilities were a result of timing differences in receipt and disbursements of pass-through transactions in the current fiscal year as well as the start of construction on the battery storage equipment.

Changes in Net Position

CVEC's net position increased by \$478,196 for the year ended June 30, 2023, and is summarized as follows:

	2023	2022	Change (\$)	Change (Percent)
Operating Revenues	\$ 4,767,186	\$ 4,046,050	\$ 721,136	17.82%
Operating Expenses	4,772,516	4,072,771	699,745	17.18%
Operating Loss	(5,330)	(26,721)	21,391	-80.05%
Nonoperating and Capital Contributions	483,526	117,242	366,284	312.42%
Change in Net Position	478,196	90,521	387,675	428.27%
Net Position - Beginning of Year	782,637	692,116	90,521	13.08%
Net Position - End of Year	<u>\$ 1,260,833</u>	<u>\$ 782,637</u>	<u>\$ 478,196</u>	61.10%

Operating revenues consist primarily of energy sales, operational adder revenue, forward capacity market revenue, and administrative services income. Operating revenues increased by \$721,136, which was primarily due to the increase in energy production.

Operating expenses consist primarily of purchased power costs (\$4,248,389, or 89%) and salaries and benefits (\$234,421, or 5%). Operating expenses increased by \$699,745 primarily due to the corresponding increase in energy sales revenue.

Nonoperating and capital contributions related to grant revenue received in connection with the battery project.

Capital Assets

CVEC's capital assets as of June 30, 2023 and 2022 amounted to \$580,139 and \$-0-, respectively. Capital assets include the construction of a battery energy storage system, which has a remaining commitment of approximately \$500,000.

Requests for Information

This financial report is designed to provide a general overview of the CVEC's finances. Questions concerning any of the information provided in this report should be addressed to the President of the Board of Directors, 23H2 White's Path, Suite 2, South Yarmouth, MA 02664.



For the full report, please go to https://cvecinc.org/wp-content/uploads/2024/01/CVECI_6.30.23.-Financial-Statements.pdf

CVEC Cape & Vineyard Electric Cooperative, Inc,						Annual Systems Report					Dated		9.30.23	
NET BENEFITS BY SYSTEM	kWh / Service Period	Average NMC/kWh value	Total NMC Value	PPA Rate	PPA Cost	Last CVEC Admin Rate	Admin Costs	Additional Project Costs, if any	System Net Revenue (Cost)	Revenue Share to Host, if any	Net Benefit to Host for FTM Projects	Net Benefit for BTM Projects	System Cost IF no solar (Est \$.19/kWh)	Metric Tons of CO ₂ Equivalent
CVEC-7		BTM Est. \$0.28/kWh	Estimated					RECS to Developer		RECS paid by CLC		Est. \$0.28 NMC x kWh		0.000432
Round Total	955,361	\$ 0.28	\$ 267,501.12	\$ 0.1345	\$ (128,496)	\$ -	\$ -	\$ (37,125)	\$ 101,880	\$ 37,125		\$ 139,005	\$ (181,519)	412.7
ROUND 1								RE/PP Tax to Dev						
Round Total	\$20,483,220	\$ 0.28617	\$ 5,830,871	\$ (0.0797)	\$ (1,596,923)	\$ -	\$ -	\$ (135,054)	\$ 4,098,893	\$ 750,698	\$ 4,849,591		\$ (3,891,812)	8,848.8
ROUND 2		BTM Est. \$0.28/kWh						RE/PP Tax to Dev						
Round Total	7,537,114	\$ 0.26908	\$ 1,950,115	\$ (0.0675)	\$ (495,902.56)	\$ (0.01392)	\$ (87,480)	\$ (41,924)	\$ 1,324,808	\$ 9,860	\$ 1,205,579	\$ 401,131	\$ (1,432,052)	3,256.0
ROUND 3		BTM Est. \$0.28/kWh												
Round Total	1,124,779	0.2800	\$ 314,938	\$ 0.0749	\$ (84,245.96)	\$ 0.00650	6,981		\$ 237,673			\$ 230,692	\$ (213,708)	485.9
ROUND 4		BTM Est. \$0.28/kWh												
Round Total	250,575	\$ 0.28	\$ 70,161	\$ (0.0775)	\$ (57,831.50)	\$ (0.0050)	(11,875)		\$ 222,525			\$ 228,151	\$ 228,151	373.6
ROUND 5		BTM Est. \$0.28/kWh												
Round Total	56,488	\$ 0.28	\$ 15,817	\$ 0.1364	(7,705)	\$ 0.0100	\$ (564.88)		\$ 7,547			\$ 23,522	\$ (10,733)	24
Subtotal	61,623,344		\$ 17,125,120		\$ (4,768,519)		\$ (185,879)	\$ (214,104)	\$11,986,653	\$ 1,839,284	\$ 12,110,340	\$ 2,045,001	\$ (11,443,408)	26,911
3RD-PARTY SYSTEMS														
Subtotal	10,172,985		\$ 2,772,553		\$ (1,482,937)	\$ (0.0083)	\$ (85,010)		\$ 1,204,606		\$ 1,204,606		\$ (1,932,867)	4,395
				Average		Average								
TOTALS for Fiscal FY 23	71,796,329		\$ 19,897,674	0.10043	\$ (6,251,456)	\$ 0.0089	\$ (270,889)	\$ (214,104)	\$13,191,259	\$ 1,839,284	\$ 13,314,946	\$ 2,045,001	\$ (13,376,275)	31,306

For the full report, please go to <https://cvecinc.org/wp->

CVEC INFORMATION

For all inquiries, please email office@cvecinc.org.



Find us at: www.cvecinc.org



CVEC is a governmental entity established under MGL c. 164, s. 136 and complies with the MA Public Records Law.

CVEC (c) 2023



Celebrating 30 Years of Serving Our Neighbors in Need

January 11, 2024

Town of Brewster
Town Administrator
2198 Main Street
Brewster, MA 02631

**INVOICE FOR SERVICES RENDERED AND STATISTICAL REPORT
1st & 2nd QUARTERLY REPORT OF FISCAL YEAR 2024
JULY 01, 2023 TO DECEMBER 30, 2023**

Town of **BREWSTER** Semi Annual contribution: \$7,500.00
Total Due: \$7,500.00

Total number of Cases in **BREWSTER:** 95
Total number of Families: 68
Total number of Singles: 27
Total number of Children: 132
Total number of Adults: 111
Total number of Seniors **60+**: 32
TOTAL HELPED: 275
Total unduplicated number of all individuals about whom
one of more characteristics were obtained= **Total Helped**

Thank you for your partnership and please contact us with any questions.

Contact:

Bridget Dickson / Operations & Finance Officer- accounting@hpccapecod.org

Sincerely,

Deb Tenney
Administrative Assistant
deb@hpccapecod.org

Household Characteristics Report

Brewster Q1 FY24

Created from Report #807

100% Poverty Fam Size 1: \$13,590.00 Fam Size 2: \$18,310.00. Age Calculated as of: 9/30/2023

A. Total unduplicated number of all INDIVIDUALS about whom ONE OR MORE characteristics were obtained: 148
B. Total unduplicated number of all HOUSEHOLDS about whom ONE OR MORE characteristics were obtained: 49

C: INDIVIDUAL LEVEL CHARACTERISTICS

1. Gender	Number of Individuals
a. Male	64
b. Female	81
c. Other	0
d. Unknown/not reported	3
e. TOTAL (auto calculated)	148

2. Age	Number of Individuals
a. 0 - 5	19
b. 6 - 13	46
c. 14 - 17	13
d. 18 - 24	5
e. 25 - 44	35
f. 45 - 54	14
g. 55 - 59	2
h. 60 - 64	4
i. 65 - 74	8
j. 75+	2
k. Unknown/not reported	0
l. TOTAL (auto calculated)	148

3. Education Levels	Number of Individuals	
	[ages 14-24]	[ages 25+]
a. Grades 0 - 8	9	1
b. Grades 9-12/Non-Graduate	6	3
c. High School Graduate	2	21
d. 12 grade + Some Post-Secondary	0	17
e. 2 or 4 years College Graduate	1	12
f. Graduate of other post-secondary school	0	4
g. GED/Equivalency Diploma	0	5
h. Unknown/not reported	0	2
i. TOTAL (auto calculated)	18	65

4. Disconnected	Number of Individuals
a. Youth ages 14-24 who are neither working or in school	1

5. Health	Number of Individuals		
	Yes	No	Unknown
a. Disabling Condition	15	126	7
b. Health Insurance*	136	4	8

*If an individual reported that they had health Insurance please identify the source of health insurance below.

5. Health Continued	
Health Insurance Sources	
c.1 Medicaid	99
c.2 Medicare	10
c.3 State Childrens Health Insurance Program	11
c.4 State Health Insurance for Adults	4
c.5 Military Health Care	0
c.6 Direct-Purchase	2
c.7 Employment Based	10
c.8. Unknown/not reported	12
c.9. TOTAL (auto calculated)	148

6. Ethnicity/Race	Number of Individuals
a. Ethnicity	
a.1 Hispanic, Latino, or Spanish Origins	34
a.2 Not Hispanic, Latino, or Spanish Origins	106
a.3 Unknown/not reported	8
a.4 TOTAL (auto calculated)	148
b. Race	
b.1 American Indian or Alaska Native	0
b.2 Asian	0
b.3 Black or African American	1
b.4 Native Hawaiian and Other Pacific Islander	0
b.5 White	97
b.6 Other	3
b.7 Multi-race (two or more of the above)	37
b.8 Unknown/not reported	10
b.9 TOTAL (auto calculated)	148

7. Military Status	Number of Individuals
a. Veteran	3
b. Active Military	0
c. Never Served in the Military	65
d. Unknown/not reported	2
e. TOTAL (auto calculated)	70

8. Work Status (Individuals 18+)	Number of Individuals
a. Employment Full-Time	20
b. Employment Part-Time	9
c. Migrant or Seasonal Farm Worker	0
d. Unemployed (Short-Term, 6 months or less)	8
e. Unemployed (Long-Term, more than 6 months)	12
f. Unemployed (Not in labor force)	15
g. Retired	4
h. Unknown/not reported	2
i. TOTAL (auto calculated)	70

Household Characteristics Report

Brewster Q1 FY24

Created from Report #807

100% Poverty Fam Size 1: \$13,590.00 Fam Size 2: \$18,310.00. Age Calculated as of: 9/30/2023

D: HOUSEHOLD LEVEL CHARACTERISTICS

9. Household Type	Number of Households
a. Single Person	11
b. Two Adults NO Children	2
c. Single Parent Female	23
d. Single Parent Male	1
e. Two Parent Household	8
f. Non-related Adults with Children	0
g. Multigenerational Household	4
h. Other	0
i. Unknown/not reported	0
j. TOTAL (auto calculated)	49

10. Household Size	Number of Households
a. Single Person	8
b. Two	13
c. Three	10
d. Four	2
e. Five	7
f. Six or more	9
g. Unknown/not reported	0
h. TOTAL (auto calculated)	49

11. Housing	Number of Households
a. Own	12
b. Rent	35
c. Other permanent housing	0
d. Homeless	0
e. Other	2
f. Unknown/not reported	0
g. TOTAL (auto calculated)	49

12. Level of Household Income	Number of Households
(% of HHS Guideline)	
a. Up to 50%	14
b. 51% to 75%	5
c. 76% to 100%	5
d. 101% to 125%	5
e. 126% to 150%	6
f. 151% to 175%	4
g. 176% to 200%	2
h. 201% to 250%	5
i. 251% and over	3
j. Unknown/not reported	0
k. TOTAL (auto calculated)	49

13. Sources of Household Income	Number of Households
a. Income from Employment Only	6
b. Income from Employment and Other Income Source	6
c. Income from Employment, Other Income Source, and Non-Cash Benefits	17
d. Income from Employment and Non-Cash Benefits	0
e. Other Income Source Only	5
f. Other Income Source and Non-Cash Benefits	13
g. No Income	2
h. Non-Cash Benefits Only	0
i. Unknown/not reported	0
j. TOTAL (auto calculated)	49

Below, please report the types of Other income and/or non-cash benefits received by the households who reported sources other than employment.

14. Other Income Source	Number of Households
a. TANF	6
b. Supplemental Security Income (SSI)	4
c. Social Security Disability Income	12
d. VA Service-Connected Disability Compensation	1
e. VA Non-Service Connected Disability Pension	0
f. Private Disability Insurance	0
g. Worker's Compensation	0
h. Retirement Income from Social	5
i. Pension	2
j. Child Support	8
k. Alimony or other Spousal Support	0
l. Unemployment Insurance	2
m. EITC	0
n. Other	25
o. Unknown/not reported	0

15. Non-Cash Benefits	Number of Households
a. SNAP (Food Stamps)	27
b. WIC	11
c. LIHEAP	5
d. Housing Choice Voucher	8
e. Public Housing	4
f. Permanent Supportive Housing	0
g. HUD-VASH	0
h. Childcare Voucher	6
i. Affordable Care Act Subsidy	0
j. Other	9
k. None	13
l. Unknown/not reported	1

Household Characteristics Report Brewster Q2 Oct-Dec 2023

Created from Report #920

100% Poverty Fam Size 1: \$14,580.00 Fam Size 2: \$19,720.00. Age Calculated as of: 12/31/2024

A. Total unduplicated number of all INDIVIDUALS about whom ONE OR MORE characteristics were obtained: 127
B. Total unduplicated number of all HOUSEHOLDS about whom ONE OR MORE characteristics were obtained: 46

C: INDIVIDUAL LEVEL CHARACTERISTICS

1. Gender	Number of Individuals
a. Male	44
b. Female	80
c. Other	0
d. Unknown/not reported	3
e. TOTAL (auto calculated)	127

2. Age	Number of Individuals
a. 0 - 5	13
b. 6 - 13	32
c. 14 - 17	9
d. 18 - 24	7
e. 25 - 44	34
f. 45 - 54	9
g. 55 - 59	5
h. 60 - 64	4
i. 65 - 74	6
j. 75+	8
k. Unknown/not reported	0
l. TOTAL (auto calculated)	127

3. Education Levels	Number of Individuals	
	[ages 14-24]	[ages 25+]
a. Grades 0 - 8	7	1
b. Grades 9-12/Non-Graduate	7	3
c. High School Graduate	2	14
d. 12 grade + Some Post-Secondary	0	16
e. 2 or 4 years College Graduate	0	14
f. Graduate of other post-secondary school	0	4
g. GED/Equivalency Diploma	0	10
h. Unknown/not reported	0	4
i. TOTAL (auto calculated)	16	66

4. Disconnected	Number of Individuals
a. Youth ages 14-24 who are neither working or in school	1

5. Health	Number of Individuals		
	Yes	No	Unknown
a. Disabling Condition	14	104	9
b. Health Insurance*	115	3	9

*If an individual reported that they had health Insurance please identify the source of health insurance below.

5. Health Continued		
Health Insurance Sources		
c.1	Medicaid	87
c.2	Medicare	10
c.3	State Childrens Health Insurance Program	0
c.4	State Health Insurance for Adults	2
c.5	Military Health Care	0
c.6	Direct-Purchase	2
c.7	Employment Based	14
c.8.	Unknown/not reported	12
c.9.	TOTAL (auto calculated)	127

6. Ethnicity/Race	Number of Individuals	
a. Ethnicity		
a.1	Hispanic, Latino, or Spanish Origins	18
a.2	Not Hispanic, Latino, or Spanish Origins	98
a.3	Unknown/not reported	11
a.4	TOTAL (auto calculated)	127
b. Race		
b.1	American Indian or Alaska Native	0
b.2	Asian	0
b.3	Black or African American	4
b.4	Native Hawaiian and Other Pacific Islander	3
b.5	White	86
b.6	Other	2
b.7	Multi-race (two or more of the above)	21
b.8	Unknown/not reported	11
b.9	TOTAL (auto calculated)	127

7. Military Status	Number of Individuals	
a.	Veteran	2
b.	Active Military	1
c.	Never Served in the Military	67
d.	Unknown/not reported	3
e.	TOTAL (auto calculated)	73

8. Work Status (Individuals 18+)	Number of Individuals	
a.	Employment Full-Time	18
b.	Employment Part-Time	11
c.	Migrant or Seasonal Farm Worker	0
d.	Unemployed (Short-Term, 6 months or less)	9
e.	Unemployed (Long-Term, more than 6 months)	10
f.	Unemployed (Not in labor force)	16
g.	Retired	7
h.	Unknown/not reported	2
i.	TOTAL (auto calculated)	73

Household Characteristics Report Brewster Q2 Oct-Dec 2023

Created from Report #920

100% Poverty Fam Size 1: \$14,580.00 Fam Size 2: \$19,720.00. Age Calculated as of: 12/31/2024

D: HOUSEHOLD LEVEL CHARACTERISTICS

9. Household Type	Number of Households
a. Single Person	15
b. Two Adults NO Children	3
c. Single Parent Female	16
d. Single Parent Male	0
e. Two Parent Household	6
f. Non-related Adults with Children	0
g. Multigenerational Household	5
h. Other	1
i. Unknown/not reported	0
j. TOTAL (auto calculated)	46

10. Household Size	Number of Households
a. Single Person	10
b. Two	13
c. Three	10
d. Four	2
e. Five	4
f. Six or more	7
g. Unknown/not reported	0
h. TOTAL (auto calculated)	46

11. Housing	Number of Households
a. Own	8
b. Rent	35
c. Other permanent housing	0
d. Homeless	1
e. Other	2
f. Unknown/not reported	0
g. TOTAL (auto calculated)	46

12. Level of Household Income	Number of Households
(% of HHS Guideline)	
a. Up to 50%	11
b. 51% to 75%	6
c. 76% to 100%	2
d. 101% to 125%	5
e. 126% to 150%	3
f. 151% to 175%	2
g. 176% to 200%	3
h. 201% to 250%	8
i. 251% and over	6
j. Unknown/not reported	0
k. TOTAL (auto calculated)	46

13. Sources of Household Income	Number of Households
a. Income from Employment Only	8
b. Income from Employment and Other Income Source	4
c. Income from Employment, Other Income Source, and Non-Cash Benefits	12
d. Income from Employment and Non-Cash Benefits	1
e. Other Income Source Only	9
f. Other Income Source and Non-Cash Benefits	10
g. No Income	2
h. Non-Cash Benefits Only	0
i. Unknown/not reported	0
j. TOTAL (auto calculated)	46

Below, please report the types of Other income and/or non-cash benefits received by the households who reported sources other than employment.

14. Other Income Source	Number of Households
a. TANF	3
b. Supplemental Security Income (SSI)	8
c. Social Security Disability Income	9
d. VA Service-Connected Disability Compensation	1
e. VA Non-Service Connected Disability Pension	0
f. Private Disability Insurance	0
g. Worker's Compensation	0
h. Retirement Income from Social Pension	8
i. Pension	4
j. Child Support	5
k. Alimony or other Spousal Support	0
l. Unemployment Insurance	3
m. EITC	0
n. Other	19
o. Unknown/not reported	0

15. Non-Cash Benefits	Number of Households
a. SNAP (Food Stamps)	23
b. WIC	7
c. LIHEAP	3
d. Housing Choice Voucher	4
e. Public Housing	6
f. Permanent Supportive Housing	0
g. HUD-VASH	1
h. Childcare Voucher	3
i. Affordable Care Act Subsidy	0
j. Other	10
k. None	8
l. Unknown/not reported	1



Alzheimer's Family Support Center
Until there's a cure, there's community.

BREWSTER HUMAN SERVICES FY24 SEMI-ANNUAL REPORTING (1st HALF)

AFSC services are offered both in-person and virtually.

Services offered during period:

Virtual Groups, Caregiver	12 groups @ \$100 per group	\$1200
Virtual Groups, PWD	12 groups @ \$100 per group	\$1200
In-person Groups, Caregiver	12 groups @ \$100 per group	\$1200
In-person Groups, PWD	12 groups @ \$100 per group	\$1200
Bereavement Services	6 groups @ \$100 per group	\$600
Consultations	50 hrs @ \$50 per hour	\$2500
Phone support	77 hours @ \$25 per hour	\$1925
Savvy Caregiver	12 hours @ \$50 per hour	\$600
Educational Programs		\$1000
Social/Cultural Programs		\$1000
Cognitive Health Screenings		\$200
Insurance/SHINE Support	15 hours	0

COST OF SERVICE: \$15,125

OF BREWSTER CLIENTS SERVED: 167

OF CONTACTS: 627

BREWSTER HS GRANT FY24 SEMI-ANNUAL AMOUNT: \$5500



IFTS October, 2023 - December, 2023.

- Number of unique individuals served this quarter: 90 unique individuals served from 20 different Towns and States

- Nights of stay provided in emergency motel housing: 739 nights

Towns where individual became unhoused.

Barnstable	39	Peabody	1
Bourne	3	Pittsfield	1
Dennis	4	Pocasset	1
Dorchester	1	Provincetown	2
Falmouth	22	Sandwich	1
Fitchburg	1	Wareham	2
Framingham	1	Westwood	1
Mashpee	2	Yarmouth	4
New Bedford	1	Unknown	1

States

New York	1
North Carolina	1

Towns where individuals currently stays at.

Barnstable	48
Bourne	6
Dennis	2
Falmouth	30
Mashpee	1
Provincetown	3

NTWC Expenses and Attendance Report for
YAS Programming (Youth After School)
Second Quarter FY 2024

Oct 1-Dec 31, 2023

Total number of afternoon Sign-Ins:	55
Total number of afternoon Sign-Ins by Brewster Residents:	12
Total Expenditures for 2 ⁿ d Quarter:	\$5,846
Average Cost per afternoon:	\$106.29



Customer

Name Town of Brewster
Address 2198 Main Street
City Brewster **State** MA **Zip** 02631
Phone

DESCRIPTION

Quarterly Payment Services provided for period	<u>7/1/2023</u> to <u>12/31/2023</u>
Total Clients Served for Brewster	<u>1,075</u>
Number of Uninsured or Underinsured Brewster residents seen at OCHS	<u>235</u>

South Coastal Counties Legal Services, Inc.
Cases Closed, Opened and Active
7/1/2023 to 9/30/2023
Brewster

<u>Type of Legal Problem (All Cases)</u>		<u>Type of Service Provided (Closed Cases Only):</u>	
<i>Consumer/Finance</i>	4	<i>Advice and Counsel</i>	6
<i>Education</i>	0	<i>Brief Service</i>	1
<i>Employment</i>	0	<i>Negotiated Settlement w/o Litigation</i>	0
<i>Family</i>	2	<i>Negotiated Settlement w/ Litigation</i>	0
<i>Juvenile</i>	0	<i>Administrative Agency Decision</i>	0
<i>Health</i>	1	<i>Uncontested Court Decision</i>	0
<i>Housing</i>	8	<i>Contested Court Decision</i>	0
<i>Income Maintenance</i>	2	<i>Appeals to Appellate Court</i>	0
<i>Individual Rights</i>	2	<i>Other (incl. C, D, E)</i>	0
<i>Miscellaneous</i>	3	<i>Extensive Service</i>	0
<i>Total Cases:</i>	22	<i>Total Cases Closed:</i>	8

Summary Statistical Information

<i>Total Cases Opened</i>	9
<i>Total Cases Active</i>	14
<i>Total Cases Closed</i>	8

Client Profile Information

<u>Gender</u>		<u>Ethnicity</u>	
<i>Total Male:</i>	3	<i>White:</i>	18
<i>Total Female:</i>	18	<i>Black:</i>	1
<i>Unknown/Group:</i>	1	<i>Hispanic:</i>	0
		<i>Native American:</i>	0
		<i>Cape Verdean:</i>	1
		<i>Asian:</i>	0
		<i>Brazilian:</i>	0
		<i>Other:</i>	2
<u>Age</u>			
<i>Total Under 60:</i>	10		
<i>Total 60-69:</i>	6		
<i>Total 70-79:</i>	5		
<i>Total 80-89:</i>	1		
<i>Total 90 and above:</i>	0		

South Coastal Counties Legal Services, Inc.
Cases Closed, Opened and Active
10/1/2023 to 12/31/2023
Brewster

<u>Type of Legal Problem (All Cases)</u>		<u>Type of Service Provided (Closed Cases Only):</u>	
<i>Consumer/Finance</i>	5	<i>Advice and Counsel</i>	4
<i>Education</i>	0	<i>Brief Service</i>	2
<i>Employment</i>	0	<i>Negotiated Settlement w/o Litigation</i>	0
<i>Family</i>	3	<i>Negotiated Settlement w/ Litigation</i>	3
<i>Juvenile</i>	1	<i>Administrative Agency Decision</i>	0
<i>Health</i>	0	<i>Uncontested Court Decision</i>	0
<i>Housing</i>	9	<i>Contested Court Decision</i>	1
<i>Income Maintenance</i>	2	<i>Appeals to Appellate Court</i>	0
<i>Individual Rights</i>	0	<i>Other (incl. C, D, E)</i>	0
<i>Miscellaneous</i>	2	<i>Extensive Service</i>	0
<i>Total Cases:</i>	22	<i>Total Cases Closed:</i>	11

Summary Statistical Information

<i>Total Cases Opened</i>	8
<i>Total Cases Active</i>	11
<i>Total Cases Closed</i>	11

Client Profile Information

<u>Gender</u>		<u>Ethnicity</u>	
<i>Total Male:</i>	2	<i>White:</i>	19
<i>Total Female:</i>	19	<i>Black:</i>	0
<i>Unknown/Group:</i>	1	<i>Hispanic:</i>	0
		<i>Native American:</i>	0
		<i>Cape Verdean:</i>	1
		<i>Asian:</i>	0
		<i>Brazilian:</i>	0
		<i>Other:</i>	2

<u>Age</u>	
<i>Total Under 60:</i>	8
<i>Total 60-69:</i>	9
<i>Total 70-79:</i>	4
<i>Total 80-89:</i>	1
<i>Total 90 and above:</i>	0



Town of Brewster

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

Office of:

Town Manager
Select Board

MEMORANDUM

TO: Select Board
FROM: Donna J. Kalinick, Assistant Town Manager
CC: Griffin Ryder- Public Works Director, Ed Barber-CCSC Property Manager
RE: Bay Property Shooting Range Remediation Contract
DATE: January 18, 2024

The Town of Brewster, working with our engineer, Riverhawk Environmental, went out to bid for the remediation of the Shooting Range at the Former CCSC Bay property and contracted with Brighter Horizons Environmental. The project is slated to begin the last week of January. As part of the project, the two small buildings at the former shooting range site are to be demolished. The demolition requires building permits of \$100 each, \$200 total. Town Administration approved this waiver in accordance with Select Board policy #5 in order to keep the project moving. Town projects are exempt from town permit fees.

Archived: Thursday, January 18, 2024 1:35:30 PM

From: [Griffin Ryder](#)

Sent: Thursday, January 18, 2024 10:21:19 AM

To: [Erika Mawn](#)

Cc: [Peter Lombardi](#) [Donna Kalinick](#)

Subject: Fee Waivers for Minor Stormwater Permit Application & Request for Determination of Applicability Filing

Importance: Normal

Sensitivity: None

Hi Erika-

The DPW will be submitting an application for a minor stormwater permit to construct a small parking area off of the access drive to the former Cape Cod Sea Camps Long Pong Parcel on behalf of the Town with the Brewster Planning Board. The filing fee of \$50 will be waived in accordance with Select Board Policy #5.

The DPW will be submitting a Request for Determination of Applicability (RDA) for the wetland delineation and to allow for maintenance of the access drive for the Former Cape Cod Sea Camps Long Pond Parcel on behalf of the Town with the Brewster Conservation Commission. The filing fee of \$75 will be waived in accordance with Select Board Policy #5.

Could you please add this information to the FYIs for the next SB meeting?

Please let me know if you have any questions.

Thank you,

Griffin

Griffin Ryder, P.E.
Director of Public Works
Town of Brewster
508.896.3212
gryder@brewster-ma.gov

Archived: Thursday, January 18, 2024 1:34:22 PM

From: [Colette Williams](#)

Sent: Monday, January 8, 2024 4:36:01 PM

To: [Erika Mawn](#)

Subject: Fwd: Oath

Importance: Normal

Sensitivity: None

FYI

Sent from my iPhone

Begin forwarded message:

From: Joseph Sullivan <[REDACTED]>
Date: January 8, 2024 at 4:11:46 'a0PM EST
To: Colette Williams <cwilliams@brewster-ma.gov>
Subject: Fwd: Oath

Hi Collette,

Susan after many years to dedicated service has decided not to continue as a member of the committee. Does the town have any formal recognition that it sends out to committee members with long service?

Thank you,

Joe

Joseph Sullivan

Begin forwarded message:

From: "Riseman, Susan" <[REDACTED]>
Date: January 8, 2024 at 3:58:52 'a0PM EST
To: Joseph Sullivan <[REDACTED]>
Subject: RE: Oath

Hi Joe,

I have not. I've been thinking about resigning as I am involved with other things that are taking up my time, so I think it is best if I resign at this time. Please accept my resignation.

As you know I've been on the Bike and Pedestrian Committee for some time now, and think it's time for me to move onto other matters. You have assembled some really good members now to move forward.

Please take this email as my resignation.

I can let town hall know as well to take me off the list.

Sincerely,

Susan Riseman

-----Original Message-----

From: Joseph Sullivan <[REDACTED]>
Sent: Monday, January 8, 2024 3:17 PM
To: Riseman, Susan <[REDACTED]>
Subject: Oath

NOTICE: This email is from an external sender - do not click on links or attachments unless you recognize the sender and know the content is safe.

Hi Susan,

Happy New Year!

Have you had a chance to swear in with town hall?

Joe

Joseph Sullivan

Archived: Thursday, January 18, 2024 1:34:31 PM

From: [Jayanne Monger](#)

Sent: Tuesday, January 16, 2024 11:54:40 AM

To: [Meg Morris](#) [REDACTED]

Cc: [Mary Chaffee](#) [Erika Mawn](#)

Subject: P. Johnson resignation

Importance: Normal

Sensitivity: None

Peter Johnson was just in and has resigned from the Recycling Commission. He wanted me to let you know and he wanted you to know that he enjoyed his time and is leaving happy!

Jayanne Monger, CMC
Assistant Town Clerk
Town of Brewster
2198 Main Street
Brewster, MA 02631
508-896-4506

Beginning March 21, Brewster Town Offices will be open to the public Monday through Thursday from 8:30 to 4:00pm, and by appointment on Fridays. For the latest updates on Town services, please visit www.brewster-ma.gov

****The Commonwealth of Massachusetts Secretary of State
has determined that e-mail is a public record***

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

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

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

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

b. Select Board Liaison Consultation with Committee Chair:

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

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

d. Select Board Liaison Recommendation:

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

3. SELECT BOARD ACTION

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

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix B

Town of Brewster
SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1. Applicant name: *Dru Lindgren*

2. Address: [REDACTED] *Brewster, MA 02631*

3. Phone Numbers: Home: *N/A*

Cell: [REDACTED]

4. Email: [REDACTED]

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

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

7. Years you've lived in Brewster: *2*

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

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

- a. *Reading Committee*
- b.
- c.

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

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

University of Massachusetts B.A. 1984

11. OCCUPATION: Active Retired Not currently working

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

Director of Community Engagement For Find the Cause Breast Cancer Foundation 1/2016 - present

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

None

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

a. Organizations and dates: Find The Cause

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

Im interesting in supporting the efforts of a group thats passionate about protecting our environment.

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

Expertise in the impact of dangerous pollutants in our environment

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

No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed)

No

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

a. Name: Joe Masse

Address: [redacted] Brewster

Phone: [redacted]

Email: [redacted]

Relationship to you: Friend/neighbor

b. Name: Peter Johnson

Address: [redacted] Brewster

Phone: [redacted]

Email: [redacted]

Relationship to you: Friend

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

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

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

Signature:

Du Lindgren

Date:

1/17/24