



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

October 2, 2023 at 5:30 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 official 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 discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares: *Parisis Filippatos v. Town of Brewster Select Board*
Anticipated Start Time for Open Session: 6:00PM
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 (pages 3-10)
9. Consent Agenda (pages 11-93)
 - a. Meeting Minutes: August 21, September 11, and September 18, 2023
 - b. Appointments: Bicycle & Pedestrian Committee: Sharon Donohue and Kelly Messier
 - c. Application Requests from Great Cape Co-Op Inc. for One Day Entertainment License, One Day Liquor License and Special Event License
 - d. Special Event Request: Friends of Brewster Dog Park
 - e. One Day Liquor License Application: Maplewood at Brewster
 - f. Fee Waiver Request: Blueberry Hills Property Owner's Association
 - g. Town Landing and Public Beach Access Request: Saints Landing
 - h. Request for Approval to Submit MassDOT Shared Streets and Spaces Grant Application on Behalf of the Town



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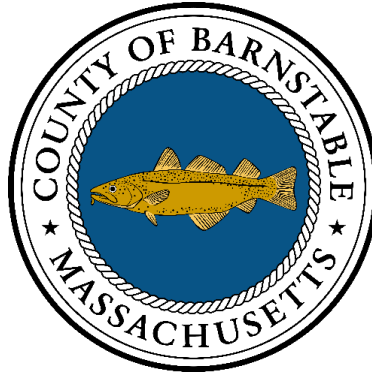
10. Discuss and Vote on Serenity at Brewster Request for 2023 Affordable Rental Rates (pages 94-130)
11. Discuss and Vote on Fall 2023 Special Town Meeting Warrant Articles (pages 131-166)
 - a. Private Road Betterment Bylaw Revisions
 - b. Community Preservation Committee Articles: Faythe Ellis, CPC Chair
 - c. Capital and Special Projects (including Millstone Road Improvements)
 - d. Unpaid Bills
 - e. Cable Fund Transfer
12. Housing Update from Community Development Partnership - Amanda Bebrin (pages 167-171)
13. FYIs (pages 172-189)
14. Matters Not Reasonably Anticipated by the Chair
15. Questions from the Media
16. Next Meetings: October 4 (Joint Meeting with Bay Property Planning Committee & Pond Property Planning Committee), October 16, 2023, November 6, November 13 (Town Meeting) and November 27, 2023
17. Adjournment

Date Posted:
9/28/2023

Date Revised:

Received by Town Clerk:

122 SEP 28 11 58 AM
BREWSTER TOWN CLERK



FOR IMMEDIATE RELEASE

From The Office of Barnstable County Board of Regional Commissioners



ARPA Grants Awarded to Brewster, Chatham and Wellfleet, Concluding \$10 Million County Initiative

September 27, 2023 (BARNSTABLE COUNTY, MA) — Today, the Barnstable County Board of Regional Commissioners announced the allocation of ARPA awards to Brewster, Chatham and Wellfleet, marking a milestone in the county's successful goal to distribute \$10 million to all 15 Cape Cod towns. This achievement underscores the County's commitment to community development and addressing pressing needs.

American Rescue Plan Act (ARPA) Grant Award to the Town of Chatham

The County Commissioners awarded a grant of \$345,543.15 under the American Rescue Plan Act (ARPA) to the Town of Chatham.

Jill Goldsmith, Chatham Town Manager, said "We appreciate the flexibility that funding from the Revenue Replacement category provides. Chatham will be allocating these funds to a diverse range of initiatives, including the funding of Behavioral Health Community Services clinicians and the improvement of our public restrooms." The funds will support the hiring of two Licensed Social Workers in Chatham--one focused on youth and the other on adults and seniors.

American Rescue Plan Act (ARPA) Grant Award to the Town of Wellfleet

The Board awarded an ARPA grant of \$202,000 to the Town of Wellfleet. This funding will enable the town to evaluate housing needs and development goals. Specifically, it will support

a comprehensive wastewater assessment for the recently acquired parcel of land known as Maurice's Campground. This initiative aligns with Barnstable County's vision for sustainable growth and environmental preservation.

"We are grateful for the opportunity to move our project into the critical planning phase to address our housing needs." said Richard Waldo, Wellfleet's Town Administrator.

Commissioner Sheila Lyons commended Mr. Waldo by saying, "I am delighted that we can now allocate this funding, and it's truly satisfying to see all the pieces align perfectly for this important project. Wellfleet's dedication to applying these funds where they are needed most is commendable. Congratulations, Rich, on getting this initiative off to a strong start."

American Rescue Plan Act (ARPA) Grant Award to the Town of Brewster

The Board awarded an ARPA grant of \$495,633 to the Town of Brewster. These funds will be used for site remediation at the former Sea Camps Bay property and improvements to the parking and boat ramp at Long Pond Landing.

Peter Lombardi, Brewster Town Administrator, expressed gratitude, stating, "Brewster is appreciative of the County's support to help fund improvements at the Sea Camps and Long Pond with federal funding. These funds will play a critical role in being able to move forward with these important community initiatives."

Chairman Mark Forest, in his closing remarks while awarding the last three town ARPA grants, thanked the ARPA Advisory Committee, Town staff members, and the County ARPA team for their dedication and hard work. He also expressed appreciation for the collaborative efforts of the Assembly of Delegates in devising a shared plan for the community's benefit.

Support of Rep. Fernandes' Letter to NOAA Urging NOAA to Remain in Woods Hole

During the County Commissioners' meeting, State Representative Dylan Fernandes' office sought support for a letter directed to the National Oceanic and Atmospheric Administration (NOAA). This letter, especially significant given NOAA's ongoing study about its location and potential relocation out of Woods Hole, underscored the crucial role NOAA currently plays in the community. Alec Scicchitano, Legislative Aide, represented Representative Fernandes and highlighted NOAA's invaluable contributions in Woods Hole. The Commissioners officially endorsed the letter, urgently urging NOAA to maintain its integral role within the Woods Hole community.

Contract for Cape Cod Commission Executive Director

The Commissioners also authorized the execution of a three-year contract with Kristy Senatori to continue serving as the Executive Director of the Cape Cod Commission. This contract will begin on October 3, 2023, and will extend through October 2, 2026.

ABOUT BARNSTABLE COUNTY REGIONAL GOVERNMENT OF CAPE COD

Barnstable County provides exemplary government functions and services to keep our community healthy and safe, promote sustainable growth, and offer a proactive, open government that enhances the quality of life for the citizens of Barnstable County. Learn more at www.capecod.gov

MEDIA CONTACT

Sonja Sheasley, Communications Coordinator

Sonja.sheasley@capecod.gov

(508) 375-6896

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Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

September 27, 2023

Peter Lombardi
Town Administrator
Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Mr. Lombardi,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Brewster Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Brewster has earned 19 points and will receive \$11,400.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. This year, we are awarding \$5.2 million in SMRP funding to 283 municipalities and regional groups.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions, and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction, and more. Please refer to the [RDP Approved Expenses List](#) for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the [Recycling IQ Kit](#) and [Recycle Smart MA](#) website and to consult with your MassDEP [Municipal Assistance Coordinator](#) for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2024. After we receive your signed RDP contract, funds will be sent to your community. Should you have any questions, please email Rachel Smith at Rachel.Smith@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Bonnie Heiple
Commissioner

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.

TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

Healey-Driscoll Administration Municipal Listening Tour

The Healey-Driscoll Administration wants to hear from municipal chief executives about laws, regulations, policies, procedures, or programs whose current design blocks municipal efficiency and success, and about the solutions you may suggest to those obstacles. The event will include three small-group conversations on various topics. To help you prepare for the event, please review the details below.

Conversation 1 will address Internal Administrative Functions, for example:

- Financial processes & State requirements
- Procurement laws & processes
- Accessing state grant programs
- HR laws
- Recruitment & retention / workforce
- Pension & OPEB
- Organizational structure
- Technology & cybersecurity

Conversation 2 will address Municipal Services, for example:

- Public engagement and transparency
- Health & human services
- Public safety
- Public works & transportation
- Housing & development
- Climate adaptation

Conversation 3 is designed to allow peer communities to sit together and have an open-ended discussion about unique or specific challenges they face. Municipal leaders will be able to self-select into one of several affinity groups for this conversation.

As you prepare for these conversations, please consider the topics above as well as these guiding questions: What challenges do you face? What State processes are inefficient? What reporting requirements or mandates are burdensome? What laws and/or regulations no longer make sense? What opportunities do you see for the State to make a change that would make it easier for you to do your job efficiently and effectively?



Media Advisory
Community Forum to Discuss Climate Adaptation for Pleasant Bay

September 18, 2023

For More Information Contact:

Carole Ridley, Coordinator

508-430-2563 or cr@ridleyandassociates.com

For Immediate Release – Harwich, MA. By the end of the century, tide levels and water temperatures in Pleasant Bay are expected to increase due to climate warming. Without adaptation measures, the resulting effects could reduce shoreline resilience, limit public water access, damage infrastructure, and diminish natural resources such as eelgrass and salt marsh.

With a grant from the Massachusetts Municipal Vulnerability Preparedness Program, the Alliance is developing a *Pleasant Bay Climate Adaptation Action Plan* to identify ways increase the Bay's climate resilience. The Alliance has announced two opportunities for citizens to learn about potential climate impacts to Pleasant Bay and provide input on possible strategies to increase the Bay's climate resilience.

Community Climate Forum

The Alliance is co-sponsoring the forum with Woods Hole Sea Grant, Cape Cod Cooperative Extension Service, Friends of Pleasant Bay, Friends of Chatham Waterways, Pleasant Bay Community Boating, Orleans Ponds Coalition and Chatham Climate Action Network.

When: Saturday, October 21, 9-2 pm

Where: Chatham Community Center (large meeting room), 702 Main Street, Chatham

Who: Presenters will include project partners Center for Coastal Studies, engineering firm Wright-Pierce, Woods Hole Sea Grant, Cape Cod Cooperative Extension Service, Boston University and Cape Cod National Seashore.

What: Present research on estimated climate effects on the barrier beach and inner shoreline, coastal flooding, and impacts to public access and public infrastructure.

The event is free and open to the public. Space is limited and registration is required at: <https://www.eventbrite.com/e/pleasant-bay-climate-adaptation-forum-tickets-710301770717>.

Online Survey

A brief online community survey is available on the Pleasant Bay Alliance website:

<https://pleasantbay.org/programs-and-projects/climate-resilience/climate-adaptation-action-plan/climate-adaptation-action-survey>. The survey explores attitudes about potential climate

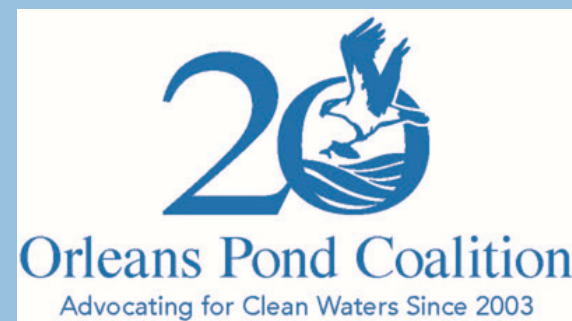
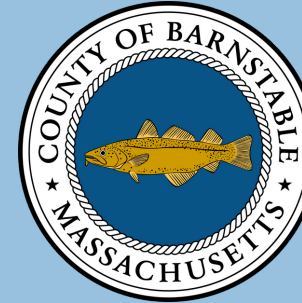
related effects and various resilience strategies. Survey results will be shared at the October 21 forum.

*The **Pleasant Bay Alliance** coordinates the resource management plan for Pleasant Bay and its watershed. Alliance programs encompass technical research, policy analysis, and public outreach in the areas of coastal processes, watershed planning, navigation, fisheries, wetlands protection, and water quality monitoring.*

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TAKE ONLINE SURVEY

<https://pleasantbay.org/programs-and-projects/climate-resilience/climate-adaptation-action-plan/climate-adaptation-action-survey>



PLEASANT BAY CLIMATE ADAPTATION FORUM

AT CHATHAM COMMUNITY CENTER
702 MAIN ST., CHATHAM, MA

PLEASE TAKE THE ONLINE SURVEY,
EVEN IF YOU CANNOT ATTEND THE FORUM.

REGISTER HERE:

[HTTPS://WWW.EVENTBRITE.COM/E/PLEASANT-BAY-CLIMATE-ADAPTATION-FORUM-TICKETS-710301770717](https://www.eventbrite.com/e/pleasant-bay-climate-adaptation-forum-tickets-710301770717)
THE DEADLINE TO REGISTER IS FRIDAY, OCTOBER 13

**IN-PERSON
SATURDAY,
OCTOBER 21
9AM - 2PM**

Consent Agenda Cover Page

- a. **Meeting Minutes:** Draft minutes from Select Board meetings on August 21, September 11, and September 18, 2023, have been submitted for review and approval.

Administrative Recommendation:

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

- b. **Appointments Bicycle and Pedestrian Committee: Sharon Donohue and Kelly Messier**
Both Sharon Donohue and Kelly Messier submitted their applications and followed the Select Board appointment policy for the vacant member positions on the Bicycle and Pedestrian committee. The Select Board liaison and Chair of the committee have interviewed the applicants and recommended their appointments. These are for 3-year terms ending June 30, 2026.

Administrative Recommendation:

We recommend the Select Board approve the appointments to the committee.

- c. **Application Requests from Great Cape Co-Op Inc. for One Day Entertainment License, One Day Liquor License and Special Event License**

The Town has received license applications from Great Cape Co-Op Inc. related to a 50th anniversary celebration at 2628 Main Street on Saturday October 21, 2023, from 1pm-9pm. They expect to have upwards of 500 attendees throughout the day and are requesting a Special Permit, One Day Entertainment License (live music, vendors, and kids' activities) and One Day Liquor License (to serve beer and wine). The applicant was provided with the abutters list for notification on September 20, 2023.

All applications were provided to Department Heads for review and feedback:

- Planning Department – There are not currently any zoning violations. In particular, upon further review and discussion, it was determined that the existing restaurant use (Fair and Just Kitchen) had the benefit of previously issued special permits authorizing the same. There are no concerns regarding these applications.
- Building Department – There are no current zoning violations for either property, as these were resolved through enforcement as well as negotiations between Town counsel and their attorney via ZBA. Minor resolution on building code issues at Burgess House remains and is in the works and being monitored by the Building Department. No additional concerns or comments.
- Police Department – Request a police detail for the event based on the estimated attendance and the high traffic area of the location.
- Health Department – All food vendors will need to follow-up with the Health Department for pertinent food service permitting. Request for plan of trash/refuse removal. There are no Board of Health violations that remain out of compliance.
- Natural Resources Department – There are a few areas that overlap the proposed conservation jurisdictional boundaries which have not been ratified by the Commission to date. Request that a representative meet with the Conservation Commission to determine if they would require a conservation permit.

- Town Administration- All Health, Building and other licenses/permits must be obtained for approval. The area in which alcoholic beverages can be consumed should be defined. Trash receptacles should be available throughout the event area. Will the on-premises business be open at this time as well as it relates to traffic. Please confirm use of the church parking lot for parking.

Administrative Recommendation:

Select Board approval should be based on all permits, licenses and conditions being satisfied.

d. Special Event Request: Friends of Brewster Dog Park

The Friends of Brewster Dog Park will be hosting a Halloween event and dog costume contest at the Dog Park on Saturday October 28 at 11am with a rain date of October 29, 2023. The event is open to the public and they expect 50-75 throughout the event. The Friends of Brewster Dog park hold an annual Hawker and Peddler license. The Department of Public Works, Natural Resources Department and Town Administration have no concerns with this event.

Administrative Recommendation:

We recommend the Select Board approve the special event license request.

e. One Day Liquor License Application: Maplewood at Brewster

Maplewood at Brewster will be hosting a professional marketing event on Thursday October 17, 2023, from 4pm to 7pm. This event is invitation only and they expect 24 attendees. They would like to serve wine and a signature cocktail. The Police Department, Planning Board and Town Administration have no concerns with this request.

Administrative Recommendation:

We recommend the Select Board approve the one-day liquor license application.

f. Fee Waiver Request: Blueberry Hills Property Owner's Association

The neighborhood association is requesting a waiver of fees to dump brush at the transfer station on Saturday, October 21, 2023, with a rain date of Sunday, October 22, 2023. The clearing of brush along the road will ensure the road is passable to emergency vehicles and will be completed by neighborhood volunteers; they expect one or two pickup truck loads.

Administrative Recommendation:

We recommend the Select Board approve fee waiver request.

g. Town Landing and Public Beach Access Request: Saints Landing

SumCo Eco-Contracting, on behalf of the owners 91 Carver Road, has applied for use of Town Landing and public beach access at Saints Landing. The Saints Landing parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment. Overnight parking for two machines and storage of sand is also requested. Access will be granted from Monday October 16, 2023, to sunset, Friday, October 27, 2023. The conditions for approval for use of Saints Landing are outlined in the accompanying letter, which has been drafted by Town Management in conjunction with the Conservation Administrator.

Administrative Recommendation:

We recommend the Board vote to authorize staff to approve this request, pending coordination with Conservation.

h. Request for Approval to Submit MassDOT Shared Streets and Spaces Grant Application on Behalf of the Town

The Department of Public Works is requesting approval to submit an application to the Shared Streets and Spaces grant program, administered by the Massachusetts Department of Transportation (MassDOT). The application will be for \$250,000 to fund the purchase of a multi-purpose tractor (trackless machine) for the Department of Public Works.

Administrative Recommendation:

We recommend that the Board approves this request.



Town of Brewster

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Office of:
Select Board
Town Manager

MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: August 21, 2023
TIME: 5:30 PM
PLACE: 2198 Main Street, Room A

PARTICIPANTS: Chair Chatelain, Selectperson Whitney, Selectperson Bingham, Selectperson Hoffmann, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Housing Coordinator Jill Scalise, Andrew Murphy, Sharon Tennstedt, Amanda Bebrin, Mark Nelson, Board of Health – David Bennett, Kimberley Pearson, Penny Holeman, Abigail Archer, John Stewart Keith, Health Director Amy Von Hone, Carole Ridley

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

Chair Chatelain called the meeting to order at 5:30pm, read the meeting participation, the recording statements and declared a quorum.

Executive Session

Selectperson Hoffmann moved to enter the executive session at 5:31pm. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

The Board returned to open session at 6:01pm

Discuss & Vote on Local Preference Designation Spring Rock Village Housing Project, 0 Millstone Road

Ms. Scalise shared that in June the Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) received a comprehensive permit to develop 0 Millstone Road, Spring Rock Village with 45 affordable rental homes. Management of the property will be completed by POAH and includes 10 multi-family residential buildings, a community building, driveways, parking, wastewater, and stormwater facilities. As part of Spring Rock Village's affirmative fair housing marketing and resident selection plan, Brewster may request local and/or regional preference.

Ms. Scalise reviewed local preference, where a municipality may request up to a maximum of 70% local preference for the initial fair housing lottery. This applies to people presently living or working in Brewster or who have a child attending a Brewster public school. There is also the possibility of requesting regional preference, which would include Barnstable County.

Ms. Scalise reviewed the process with local preference, regional preference and open pool, nothing that if someone qualified for local preference, they would be part of all three pools, if someone were part of the regional pool, they would be part of both the regional pool and the open pool. Some may only qualify for the open pool. Adding that local priority is included in the open pool. Select Board members shared their thoughts on local and regional preference.



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Selectperson Hoffmann moved that the Town of Brewster request the EOHLC (Executive Office of Housing and Livable Communities) allow a 55% local and a maximum regional preference allowed for the initial fair housing lottery for Spring Rock Village, 0 Millstone Road and to both authorize Assistant Town Manager Donna Kalinick and Housing Coordinator Jill Scalise to draft a request letter to EOHLC and the Chair to sign the letter. Selectperson Whitney second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Vote on Memorandum of Understanding with Police Dispatchers Union

Selectperson Hoffmann moved to agree to change the sick leave incentive as outlined in the packet for the Police Dispatchers Union FY24-26 contract and for counsel to develop a side letter to be signed by the Chair. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Public Announcements and Comment

None

Select Board Announcements and Liaison Reports

Selectperson Hoffmann, as liaison to the Nauset Regional School Committee, shared that there has been a staff change in administration, Dr. Robin Millen, Director of Curriculum, Instruction and Testing has moved on to the Monomoy School District. The position in Nauset will now be an Assistant Superintendent position, with a priority in the position that the person is trained in testing, assessment, and curriculum.

Selectperson Chaffee thanked all those who worked so hard on the Community Pool and something that our community will be able to enjoy for many years in the future.

Town Manager's Report

Mr. Lombardi shared the following updates:

- Governor Healey announced a new financing plan for the Cape Cod Bridges, the State will be applying for Federal Funds of more than \$1B+ for the project.
 - The Town provided a letter of support to submit as the grant application package.
- The State approved the FY24 budget, ultimately our State Aide assumptions are \$8K more than what we received. We are still up about \$120K in net State Aide, at about \$1.8M.
- Acknowledged the Brewster Fire Department who received over \$90K in Federal Grant funding for staff training on equipment and driver training. Chief Moran has been incredibly successful in securing funds for the Fire Department.

Consent Agenda

- a. Meeting Minutes: July 24, 2023



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- b. Appointments: Nancy Evans (Barnstable County Human Rights Advisory Commission), Scott Weissmann (Natural Resources Advisory Committee), Adrienne Jones (Brewster Housing Partnership), Jon Idman (Cape Cod Commission Alternate), and Susan Brown (Water Quality Review Committee)
- c. One Day Liquor License Applications: Chatham Bars Inn Farm (8), Cape Cod Museum of Natural History (2), Cape Rep Theatre (2) and Friends of Brewster Seniors (plus fee waiver request)
- d. One Day Entertainment License Applications: Chatham Bars Inn Farm and Arts Empowering Life
- e. Fee Reduction/Waiver Requests: Friends of Brewster Seniors Crosby Mansion Fee Reduction and Conservation Commission Filing Fee Waiver for the Cape Cod Sea Camps Remediation Project
- f. Acceptance of Donation from Willowbend Cape Coe
- g. Facility Use Applications: Drummer Boy Park 2024 (Castleberry Faris & Festivals and A Different Drummer Craft Event)

Selectperson Hoffmann moved to approve the Consent Agenda as conditioned in the packet with the note that the Barnstable Human Rights Advisory Commission member is a one-year term that will end on June 30, 2024. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Review and Vote on Common Victualler License: The Peacemaker Inc., 2149 Main Street

Andy Murphy, 18 The Channel Way, is opening a business at the old Brewster Coffee Shop on Main Street. Mr. Murphy reviewed the business model, the sitework that has been completed at the location and is looking to open this fall. He noted that he will also be seeking a liquor license down the road.

Selectperson Hoffmann moved to award a Common Victualler License to the Peacemaker Inc, 2149 Main Street in Brewster. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Update on Local Comprehensive Plan-Sharon Tennstedt, Vision Planning Committee Chair

Ms. Tennstedt shared that the Vision Planning Committee has carefully reviewed the 2022 draft that went to Fall Town Meeting last year and provided a high-level description of the edits that have been made (a detailed overview is included in the packet):

- Deleted all mention of the proposed Wing Island boardwalk.
- Included the creation of the reconstituted the Drummer Boy Park Advisory Committee to review and potentially revise the Drummer Boy Park Master Plan.
- Carefully edited the plan to simplify, clarify and streamline the language for improved readability and comprehension.
- Added text to underscore the importance of two-way communication between Town Government and residents, businesses, organizations, and other stake holders.
- Updated text to reflect events and timeline since September 2022 and similar changes to the action plan.



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Ms. Tennstedt shared that earlier this month, the revised draft was posted on the town website, through feedback additional edits were suggested and are under review. The Vision Planning Committee has completed public outreach and hosted education activities to inform the public of the changes and will encourage residents to attend Fall Town Meeting as informed voters.

Water Resource Task Force Update on New Title 5 and Watershed Regulations (Joint with Board of Health)

Board of Health Chair Bennett declared a quorum and called the Brewster Board of Health meeting to order.

Mr. Lombardi acknowledged that the new State DEP regulations have been on the Town's radar for over a year and recognize that they have major policy implications for the Cape. The Water Resource Task Force has spent considerable time looking at drafts of the regulations and providing feedback on behalf of the community.

Mark Nelson, Horsley Witten Group, shared a presentation that focuses on what the new regulations involve, highlights of the presentation included:

- Two sets of regulations have been developed within the outlined jurisdiction (about half the Town of Brewster). There is an opportunity for towns to develop a Watershed permit for an estuary that has water quality implications. There are requirements for septic system upgrades in these Watersheds within the next 5 years.
- There are four watersheds that are within the jurisdiction: Pleasant Bay Watershed, Herring River Watershed, Bass River Watershed and Swan Pond River Watershed.
- Proposed Title 5 Requirements
 - Homeowners in affected areas have to upgrade a septic system within 5 years, unless the Town files a Notice of Intent (NOI) to obtain a Watershed permit.
 - Watershed Permits is a similar process used to obtain the Pleasant Bay Watershed Permit issued to Brewster, Chatham, Harwich, and Orleans.
 - If the Town files a NOI to obtain a permit within 18 months from when the regulations were issued, the Title 5 upgrade regulations are paused.
 - The proposed permit must document the removal of 75% of the nitrogen within 20 years for the permit to be approved.
 - Permits require annual reporting on progress to restore the estuary and can provide flexibility on how the nutrient removal will take place over time.
- Impacts of New Regulations
 - Pleasant Bay Permit remains in effect and the new regulations will not apply to this watershed.
 - Regulations will affect water resource planning for the other three watersheds, including Long Pond, Sheep Pond, Seymour Pond, and Elbow Pond neighborhoods.
 - For those not in these watersheds, the regulations do not apply.
- State offers a de minimis exemption, if a Town's portion of the nitrogen load to an estuary is less than 3% of the total load, an exemption request can be filed to eliminate the need for a watershed permit,



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potential future development must be accounted for. Bass River and Swan Pond River Watersheds fall into the less than 3% category.

- Review of the Herring River Watershed:
 - Data suggests Brewster will only need to manage future buildout.
 - With the many ponds within the Town's portion of the Watershed it reduces the nitrogen load that must be managed due to attenuation.
 - Options for managing the load from future development include:
 - Septic system upgrades
 - Neighborhood sewer systems
 - Fertilizer and stormwater management
 - Nitrogen trade with the Town of Harwich
- Water Resource Task Force Review
- Next Steps/Timing
 - File de minimis watershed permit exemption application for Swan Pond this fall, followed by the application for Bass River
 - Planning work for Herring River Watershed permit should begin by early 2024, NOI needed by December 2024
- Impacts of New Regulations
 - the new Title 5 septic system regulations will not impact Brewster if the Town plans to obtain a watershed permit for Herring River and permit exemption for Bass River and Swan Pond River.
 - The state mandate to upgrade existing septic systems will not apply.
- Pleasant Bay Permit Update
 - Planned updates to permit given new attenuation rate for Tar Kiln sub-watershed, reducing Brewster's obligation.
 - Captains Golf Course fertilizer reduction practices account has removed about 80% of the overall nitrogen load that Brewster has to remove.
 - Ongoing golf course fertilizer leaching rate study may document additional nitrogen load reductions, further reducing obligations.
 - Need for I/A septic systems or a neighborhood wastewater treatment plant will be re-evaluated after permit is updated.
 - Further work is needed to evaluate the nitrogen load from future development.
- The Finance Update for FY24 includes funding of \$100K for management, including permit exemption applications and \$50K new funding request for Herring River Watershed future buildout.
- Freshwater Ponds
 - Work is underway to aggregate and analyze pond water quality data collected over the years and provide an update and status report.
 - Funding approved to improve the water quality in Walkers Pond.
 - Develop water quality management plan for ponds.
 - Study funded by the Brewster Ponds Coalition to understand more about septic systems located near ponds.



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Board of Health Members shared their feedback:

Chair Bennett asked about the funding of the exemptions so that there is no conflict in enforcing new Title 5 regulations through the Health Department. Mr. Lombardi confirmed that the scope of work for Horsley Witten's services for the FY24 budget includes their assistance in preparing exemption applications for Swan Pond and Bass River Watershed. The Herring River Watershed will require an appropriation of \$50K that the Select Board plan to include a recommendation to bring the article forward to Town Meeting.

Member John Keith agreed with the overall direction and commented that evaluations for both I/A technology and options need to be completed as well as the evaluation of the pond's impairment status. Adding that priority is the ponds in the Herring River watershed.

Mr. Lombardi agrees with the comments and the Town can coordinate looking at estuary health and pond health. Adding that the application to submit the watershed permit doesn't mean the Town has to have the plan in 18 months, it conveys to the State that we are planning to develop a watershed permit plan. It was noted that the Town or our residents are not going to be forced to upgrade their Title 5 septic systems with the new regulations.

Pleasant Bay Alliance Update- Carole Ridley (Joint with Board of Health)

The Pleasant Bay Alliance is an intermunicipal organization formed by the Towns of Chatham, Orleans, Harwich, and Brewster to oversee the resource management plan for the Pleasant Bay area of critical and environmental concern. The annual report works happen in the context of the alliance's watershed workgroup. Carole Ridley's presentation included the following:

- Overview of the Pleasant Bay Watershed Permit, issued in 2018 as a 20-year renewable permit that sets forth the nitrogen removal responsibilities that each town has pledged to address.
- The Attenuated nitrogen load removal requirement in Pleasant Bay is 17,700 kg/year.
 - 2,300 kg/year required by Brewster
 - 4,100 kg/year required by Chatham
 - 4,400 kg/year required by Harwich
 - 6,900 kg/year required by Orleans
- Progress to date (first 5 years of the permit), Brewster is on track with what has been proposed in the permit. System wide, we are about 28% of the way to the removal needs for the 20-year permit.
- A lot of new information came forward through a series of studies, one being the disaggregating of the load from a Pleasant Bay sub watershed by reducing the required reduction by about 308 kg/year. Additionally, a benefit to Brewster of 60% attenuation in the Tar Kiln sub watershed, a reduction of 350 kg/year in attenuated load.
- Total benefit to the Town of 658 kg/year, however because the Golf Course is half in the Tar Kiln sub watershed, some of the credit will be lost.



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Board of Health member John Keith clarified that some of Brewster's groundwater flows to a variety of ponds in Orleans and asked if the calculations included those ponds for credits. Ms. Ridley responded that they did, the model incorporated attenuation throughout the watershed.

Mr. Lombardi stated that it is important for the Town to take adaptive management strategies, set expectations to come up with the best planned approach for these issues and to understand they will evolve over time.

Board of Health Chair Bennett inquired about a specific study on permeable reactive barriers. Ms. Ridley noted that the only community looking at these barriers currently is Orleans. Adding that under the watershed permit, each town is required to have a conventional fallback plan.

Board of Health member Pearson moved to adjourn. Member Keith second. A roll call vote was taken. Member Pearson-yes, Member Keith-yes, Member Holeman-yes, Member Archer-yes, Chair Bennett-yes. The Board of Health vote was 5-Yes, 0-No.

Review & Vote on Draft FY24-25 Select Board Strategic Plan

The Town solicited feedback from town staff, all boards and committees and requested resident input of priority values and principles for the Select Board to take into consideration. Mr. Lombardi reviewed the process that the Select Board uses to develop the Strategic plan which includes review of the previous year's plan. One of the goals of the planning session was to try to be realistic regarding organizational capacity and the number of projects and initiatives the Board would commit to. The draft plan has 25 goals and is meant to be less project and task oriented and looks more broadly across the organization and community in terms of policy decisions. There are 10 building blocks which align with the building blocks in the Local Comprehensive Plan (LCP) and a building block related to the Sea Camps. Of the 25 goals, 22 of them are either explicitly referenced or consist of goals that were included in the draft LCP. Sixteen of the goals are carried over from the previous plan. Once adopted, Mr. Lombardi shared that the Town would create a public facing document to provide to the community.

Selectperson Chaffee moved to adopt the FY24-25 Select Board Strategic Plan. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss & Vote on Letter to Department of Environmental Protection Regarding Preliminary Determination on Holtec's Proposed Wastewater Discharge

Selectperson Hoffmann moved to approve the letter to the Department of Environmental Protection regarding preliminary determination on Holtec's proposed wastewater discharge as presented in the packet. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.



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Discuss & Vote on Addition of Part-Time Department Assistant Position (Recreation Department) to Personnel Bylaw

Mr. Lombardi noted that with the amount of programming and activities that the Recreation Department is responsible for, plus the addition of the Community Pool is not sustainable for two people. The Recreation Director feels it would be best to transition the part-time seasonal position to a year-round position at 19 hours per week. Mr. Lombardi reviewed the financials in covering the costs of the year-round position adding that the Recreation Commission is fully supportive. This position would be added to the personnel bylaw and go through the standard process for hiring.

Selectperson Hoffmann moved to add the part-time department assistant position in the recreation department to the personnel bylaw. Selectperson Whitney second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

FYIs

Mr. Lombardi noted the Housing Production Plan certification, which has been achieved multiple times placing the Town in Safe Harbor status.

Matters Not Reasonably Anticipated by the Chair: None

Questions from the Media: None

Next Meetings

September 11, September 18, September 27 (Joint with Planning Board regarding Local Comprehensive Plan) October 2, and October 16, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 8:12pm. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda items, Common Victualler License application, LCP update, Water Resource Task Force Update, Pleasant Bay Alliance update, SB Strategic Plan FY24-25 draft, Spring Rock Village Housing documents, Letter to Dept of Environmental Protection, PT Recreation Department proposal, FYIs



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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: September 11, 2023
TIME: 7:00 PM
PLACE: 2198 Main Street, Room A

Participants: Chair Chatelain, Selectperson Whitney, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Andrew Murphy (the Peacemaker Inc.), Deputy Assessor James Gallagher, Finance Director Mimi Bernardo, DPW Director Griffin Ryder, Town Planner Jon Idman, Planning Board member Amanda Bebrin, Michael Antinarelli, Human Resources Director Susan Broderick

Remote Participants: Selectperson Bingham, Selectperson Hoffmann

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

Chair Chatelain called the meeting to order at 7:00pm, read the meeting participation, the recording statements and declared a quorum.

Public Announcements and Comment

None

Select Board Announcements and Liaison Reports

Chair Chatelain read a Proclamation on National Suicide Prevention Month. Selectperson Chaffee thanked Chief Moran and the Fire Department for the 9/11 remembrance ceremony.

Town Manager's Report

Mr. Lombardi shared the following updates:

- The Town was awarded \$1.7M in Community Development Fund grant from the States Executive Office of Housing and Livable Communities (EOHLC). This supports two primary programs, housing rehabilitation and childcare subsidy.
- The Town received almost \$10K through our insurance provider, MIIA. This will fund safety in communications equipment which helps reduce risk to our staff and town facilities.
- The Town has hired a public relations company that specializes in municipal communications, we will launch a survey to gather input from residents on the Town's current communications and look for feedback on how we can improve. The deadline is October 10, 2023.

Residents interested in the housing rehab program or childcare subsidy should contact Housing Coordinator Jill Scalise. Additional information is available on the Town website.

Consent Agenda

- a. Meeting Minutes: August 10, 2023, and August 17, 2023
- b. Appointment to the Golf Commission: James Juras
- c. Items Declared as Surplus: Department of Public Works
- d. Facility Use Applications: Drummer Boy Park 2024 Craft Shows and Upper Mill Boat Ramp



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- e. One Day Liquor License Applications: Chamber of Commerce (2), Cape Cod Museum of Natural History (Date change request), Treats Catering Enterprises LLC, Brewster Ladies Library Association (with fee waiver request), Eldredge Farm Foundation (with fee waiver request) and Brewster Sportsman's Club (2)
- f. One Day Entertainment License: Eldredge Farm Foundation (with fee waiver request)
- g. Special Event Application: Eldredge Farm Foundation
- h. Fee Waiver Request: Conservation Commission Notice of Intent Filing Fee Waiver for Millstone Road Improvements
- i. Acceptance of Gifts and Donations: Golf Commission and Town of Brewster

Selectperson Chaffee moved to approve the Consent Agenda with a minor spelling correction to the August 10 meeting minutes on page 9. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

7:10PM Public Hearing: Seasonal All Alcohol Liquor License, The Peacemaker Inc., 2149 Main Street

Selectperson Chaffee moved to open the public hearing for the Seasonal All Alcohol Liquor License application for the Peacemaker Inc., 2149 Main Street as noticed in the Cape Codder on September 1 and 8, 2023. Selectperson Hoffmann second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Andrew Murphy, owner of the Peacemaker Inc., noted they intend to sell liquor seasonally and would like to use the space as a function facility from time to time. Mr. Murphy shared that he is involved in four other liquor licenses on the Cape, and all have great relationships with their neighbors and great reputation with Towns that these are held in.

Patty Johnson, 2130 Main Street, inquired about the functions that will be hosted at the restaurant. Mr. Murphy shared that it is important to him to get along with the neighbors and doesn't anticipate keeping open late into the night. Looking at music during the day, Sunday brunch and host events at night.

It was noted that the Common Vicutaller license was approved for the hours of operation from 7am – 2pm and that the liquor license doesn't override the hours of operation.

Selectperson Chaffee moved to approve a Seasonal All Alcohol Liquor License for Peacemaker Inc., 2149 Main Street Brewster. After discussion regarding seasonal dates and Town requirements, Selectperson Chaffee amended her motion to approve a Seasonal All Alcohol Liquor License for Peacemaker Inc., 2149 Main Street Brewster subject to completion of food permitting, the 110 Inspection and Fire inspection and the application being submitted to the Alcoholic Beverage Control Commission and that the hours the business will operate are 8am -2pm and the permit will be from April 1st- December 31st, 2023. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes,



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Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

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

7:20PM Public Hearing: Fiscal Year 2024 Tax Rate Classification Hearing, Discussion, and Vote- Deputy Assessor James Gallagher

Selectperson Chaffee moved to open the fiscal year 2024 Tax Rate Classification hearing. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

James Gallagher, Deputy Assessor, shared a PowerPoint presentation which included the following:

- Four options that would reallocate the tax obligation among the five classes of property (residential, open space, commercial, industrial, and personal property).
- FY2024 Maximum allowable levy: \$44,873,491, an increase of about \$4M over the FY23 maximum allowable levy. About \$2M of the increase is debt from the Nauset High School Building project.
- The FY2024 excess levy capacity is \$450K, which \$370K is due to the way the Cape Cod Sea Camps Long Pond purchase is reported to the Department of Revenue.
- FY2024 Assessed Values; Total is around \$6.5B, a 12% increase in value. The breakdown by class is:
 - Residential = \$6.2B, the increase in value is mostly due to the strong real estate market and continuing construction activity. Reviewed all property sales that occurred in the previous calendar year (2022).
- FY2024 Estimated Tax Rate, based on estimated level and actual values.
 - Residential class makes up 95% of the levy, Commercial, Industrial and Personal Property make up the other 5% combined.
 - The single tax rate would be \$6.81 per thousand, a decrease of \$0.18 per thousand from FY23.
- FY2024 Tax Rate impact on median single family home tax bill
 - Medium Single Family Home Value: \$710,900 (an increase of 11.7%).
 - Estimated Tax Rate: \$6.81 (decrease of 2.6%).
 - Estimated Median Single Family Tax Bill: \$4,841.23 (increase of 8.8% or roughly \$400).
- Tax Levy Shifting Options, The Board of Assessor's recommendation is to maintain a single tax rate amongst the property classes and not to adopt any of the discounts or exemptions.
 - Split Tax Rate- allows for a shift of the tax burden between the residential class of property to the commercial, industrial, and personal property classes (CIP). The Board of Assessors recommends a residential factor of 1, which results in no shift. A factor of 1, results in an equal tax rate for residential and commercial properties. The split tax rate has a much greater effect on commercial property than it does on residential property.
 - Open Space Discount- may reduce the open space tax rate and increase the residential tax rate. Brewster does not currently classify any properties in the open space class. Only one of the 351 Massachusetts communities adopted the Open Space Discount in FY23. The Open



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Space Discount does not apply to the Town of Brewster and the Board of Assessors does not recommend adopting.

- Residential Exemption- This would actually increase the residential tax rate, a reduction in value (the exemption) is applied to qualifying primary residents and the burden shifts to non-residents. The split in resident vs. nonresident properties in Brewster is currently estimated at 52% resident and 48% nonresident. There were 18 out of 351 Massachusetts communities that adopted a residential exemption in FY23, five of them in Barnstable County. The Board of Assessors recommends not to grant a residential exemption. Mr. Gallagher provided details on the residential exemption calculation to support the Board's recommendation.
- Small Commercial Exemption- would increase the tax rate for commercial and industrial properties. A small selection of eligible properties would receive a reduced value and the burden shifts to all other commercial and industrial properties. The Board of Assessors recommends not to grant a small commercial exemption.

Selectperson Chaffee moved to continue to use a Residential Factor of 1; not to grant an Open Space Discount; not to grant a Residential Exemption and not to grant a Small Business Exemption. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Selectperson Chaffee moved to close the public hearing on the fiscal year 2024 Tax Rate Classification hearing. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Update on Local Tax Relief Options & Discuss Next Steps

The two options for review are Community Preservation Surcharge Exemption and Senior Means Tested Exemption. Mr. Gallagher provided the following information:

- Community Preservation Surcharge Exemption
 - The CPA surcharge is a 3% property tax surcharge, the revenue is credited to the Community Preservation Fund. This is in addition to the Real Estate tax.
 - The CPA exemption for low-income residents and low-moderate income seniors eliminates the CPA surcharge for qualifying properties.
 - The exemption is available to any age group; it is the income limit that varies based on age. There is a domicile requirement.
 - There is no funding source, it is a reduction in CPA surcharge for those that qualify. FY24 projected median CPA surcharge is \$145.24.
 - The CPA exemption is a tool that provides a little extra relief for those that need it.
 - The CPA Low Income Resident Exemption & Low-Moderate Income Senior Exemption, if adopted, could be in place in time for FY2025.
 - Both the CPC and the Board of Assessors voted unanimously in support of the exemption.



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Selectperson Chaffee moved that the Select Board support the CPA exemption. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

- Senior Means Tested Exemption (Home Rule Template)
 - Grants an exemption amount of 50-200% of the Senior Circuit Breaker income tax credit. To earn the credit, Real Estate taxes must exceed 10% of income.
 - Maximum Senior Circuit Breaker tax credit is currently \$1200, the maximum exemption amount can range from \$600-\$2400.
 - Qualifications included: age 65+, Brewster resident and taxpayer for 10 years, income limit of \$64K single and \$96K married, assessed value limit of \$912K, applicant is subject to asset review. Real estate taxes together with half of water/sewer charges must exceed 10% of total income.
 - Review of Senior Circuit Breaker Formula and Senior Means Tested Exemption Scenarios.
 - Brewster taxpayers will not receive a full Circuit Breaker credit if we adopt this exemption. This exemption would only benefit a narrow window of taxpayers and all other taxpayers outside of the windows would see an increase in tax burden.
 - The average tax bills do not exceed 10% of the income threshold.
 - In summary, this program is not the right for the Town at this time, the Board of Assessors recommends that Select Board does not pursue a Home Rule Petition for a Senior Means Tested Exemption.

Selectperson Chaffee moved that the Select Board does not implement this exemption. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Report on FY23 Free Cash Certification

Mr. Lombardi noted that Free Cash was certified at \$5.1M in mid-August, a large amount. The Select Board has a financial reserves policy that sets a goal of 5-7% for free cash relative to the annual general fund operation budget, this year we are currently closer to 9%.

Ms. Bernardo noted that the three major drives in revenue include: Surplus Revenue, Departmental Budget Turn backs and Unused FY22 Free Cash. She provided a review of revenue categories budget v. actuals, pointing out short term rental tax that the Town budgeted \$750K and took in almost \$1.5M. Mr. Lombardi added that for FY24 we increased our projected revenues to \$1M. When the Town builds the FY23 budget, we are halfway through FY22 and looking at FY20 & FY21 actuals to base projections on. There currently is not a way to track short term rentals as there are a lot of variables and unknowns. Ms. Bernardo proceeded to provide some details on Departmental Receipts, Investment Income and Local Receipts. There was a brief overview of expenses for the fiscal year ending June 30, 2023.



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Mr. Lombardi stated that the Town has been conservative and lucky, the result has been that we have been in a great position to do smart things with the extra money.

Vote on Fall Special Town Meeting Date of November 13, 2023

Mr. Lombardi shared that last Spring residents expressed interest in having Town Meetings on Saturdays, this was reviewed, but with November holidays we were unable to make it work.

Selectperson Whitney moved to hold Fall Town Meeting on Monday November 13, 2023. Selectperson Chaffee second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Vote to Open Fall 2023 Special Town Meeting Warrant & Discuss Article Overview

Selectperson Chaffee moved to open Fall 2023 Special Town Meeting Warrant. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Mr. Lombardi reviewed the short list of articles noting that one or two more may be added. He also noted that they have reinstated a practice that was in place before the pandemic, site visits with the Select Board and Finance Committee to look at all Capital requests. The summary of articles currently under consideration:

- Outstanding Obligations (unpaid bills)
- Community Preservation Act Funding
- FY24 Capital and Special Project Expenditures
- Fire Union Contract for FY24-26 (retro back to July 1 of this fiscal year)
- Two proposed general bylaw amendments:
 - Private road betterment
 - Golf Commission
- Zoning Bylaw amendment on Accessory Dwelling Units
- Adoption of Community Preservation Surcharge Exemption Local Option
- Local Comprehensive Plan

Articles will be reviewed over the course of the next couple of Select Board meetings for votes.

Update on Millstone Road Improvement Project Financing Options and Vote on Preferred Plan

Mr. Lombardi provided a brief overview of the project, noting that the design has been completed, the Notice of Intent will be before the Conservation Commission and permitting through the Planning Board is scheduled. The cost estimate includes (full details are included in the packet); cost for construction is a little over \$7.6M, just under \$900K for utility relocation, there is a 5% contingency for construction and \$400K is set aside for temporary construction easements. There are about 125 impacted properties. This is a labor-intensive project, so there is an allowance for police details and budgeted for permanent utility easements. There is also \$200K for oversight and administration budgeted for the project. As the final design elements



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through the bid processes are worked through, the Town is carrying another \$100K to cover costs. The total project budget is \$10.3M.

Mr. Lombardi reviewed the revenue sources which include \$5.75M in remaining road bond, just under \$2M in Chapter 90 State aide, and about \$550K in previous appropriations through private road betterments, Sea Camps pool parking lot capital article and unencumbered appropriation for road and draining projects. The Town has a shortfall of about \$2M to cover the anticipated project costs.

Mr. Lombardi shared that the utility companies will not begin work on the poles or other infrastructure until the Town pays for the full costs upfront. If the permitting process is complete and Town Meeting appropriates the additional funds, and the utility work is completed, the project bid can be released this winter and site work could start with a contractor in the Spring. If we wait until after Town Meeting to start the utility work, the start of the project will be delayed until the following Fall and could come with higher project costs.

Griffin Ryder noted that the Town had incorporated revisions through the public process and has meet with residents to work through questions about the project. The Town is doing what we can to minimize impact to residents.

Fred DiMaggio, 203 Millstone Road, inquired about the increase in project costs and expressed his concern for speeding on Millstone Road and enforcement. He also asked about the timetable and notification of temporary easements to residents.

In response, Mr. Lombardi stated that the costs of horizontal construction have significantly increased in the past 18 months and previously the Town did not have the estimated costs of the temporary and utility easements. The Town has been unable to specifically answer resident questions regarding temporary and permanent utility easements because they did not have the final plans from the utility companies. Mr. Ryder shared that the Town has been working with the design consultant on speed tables to evaluate in three proposed locations, however only one is viable at the bike crossing. He has asked for a report on why the other locations are not feasible to be able to share with residents. Mr. Lombardi noted that the State has passed a law that gives local discretion in setting speed limits on town roads. The Town is working with the Cape Cod Commission on technical assistance to help develop criteria, a process and policy to do this, hopeful to have guidance in the next year for review.

There was discussion on what would happen if residents refused to consent to temporary easements. The Town does not have the ability to take private property by eminent domain for construction easements, should a resident refuse, the Town would have to redesign to avoid impact to the property.

Mr. Lombardi clarified that the presentation was from February and was intended as background information. There was no new information for this meeting.



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The Select Board discussed the option of using available Free Cash to fund the shortfall of the project and the pros and cons of the utility work beginning prior to Town Meeting appropriation. The Board all agreed how important it is to communicate with residents and start the process of requesting temporary easements for those who will be impacted by the project.

Selectperson Hoffmann moved to use Free Cash this year for the \$2M balance for the anticipated project costs and to bring to Town Meeting. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

The Board decided the process will begin after Town Meeting appropriation and in the meantime the Town can begin public outreach. Mr. Lombardi noted that the Town plans on sending letters to residents to initiate the right of access and easement discussion, including providing information about updated project costs and the article at Town Meeting. The project page on the website will be updated.

Vote to Refer Accessory Dwelling Unit (ADU) Bylaw to Planning Board for Public Hearing

Ms. Bebrin noted that the memo summarizes the changes that the Planning Board has been discussing, which considers the variables that prevent people from creating ADUs and to the best of the Planning Boards ability tweaking the things within the bylaw that will hopefully make a difference in the creation of these units.

When the bylaw was initially passed in 2018 it was intended for year-round residents, Ms. Bebrin shared that this has been an underperforming bylaw and difficult to track. Noting that for special permits, the updates include a pathway for part-time residents to create ADUs. and proposes a tracking system for better data. Ms. Bebrin provided information on situational scenarios for part-time residents, noting that the draft bylaw is intended to allow flexibility for usage for family members, but stating that it is for year-round usage and is prohibited from being a short-term rental unit.

Ms. Kalinick commented that this is a strategy in our updated Housing Production Plan and it is important to ground ourselves in the fact that the Town is working on the agreed upon goals.

Selectperson Chaffee moved to commit the proposed amendment to Sections 179-2 & 179.42.2; Tables 1 and 2 of the Brewster Zoning Bylaw related to Accessory Single-Family Dwellings to the Planning Board for public hearing pursuant to MGL Ch. 40A, Section 5. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on Request for Construction of Building Addition for Freemans Way Industrial Park Lot #5

Michael Antinarelli, as the current leaseholder of the unit, is required to request permission from the Select Board for any alterations to the premises. Ms. Kalinick noted that Mr. Antinarelli has met with the Building Commissioner, Town Planner and Health Director, who has requested a site plan that shows where the



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septic is on the site. At this time Mr. Antinarelli has not submitted formal building plans and reviewed his request to extend the back wall with a metal structure to create more storage space. Selectperson Chaffee moved to approve the request with the condition that building plans must be submitted to the Building Department who must coordinate with the Town Manager's office upon receipt of the plans. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on Water Resource Task Force Recommendation to Apply for Exemptions for Bass River and Swan Pond Watershed Permits and Submit Notice of Intent for Herring River Watershed

Mr. Lombardi reviewed that in previous meetings the exemptions have been discussed, the scope of work is included in Horsley Witten's budget for FY24. There has since been new consideration through conversations with DEP, the new Title 5 regulations do not take effect for any modifications to existing properties for 18 months and new construction would be impacted six months from the date of new regulations, absent action by the Town.

The Notice of Intent (NOI) indicates to the State that the Town intends to seek a watershed permit for Herring River, the Town has five years from date of submission to finalize the terms and conditions of the permit. The new title 5 regulations would not apply to properties within the watershed once the NOI is submitted. A capital article requesting \$50K to look at future development scenarios for the Herring River, evaluating impacts of buildout on the watershed. These are key considerations of the watershed permit.

Selectperson Chaffe moved to apply for exemptions for Bass River and Swan Pond Watershed and submit Notice of Intent for Herring River Watershed. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss Town Manager Performance Evaluation Results and Vote on FY24 Merit Increase

Ms. Broderick shared that the Town Manager performance evaluation results are available in the packet. All five Select Board member evaluations of the scores and comments were aggregated. Ms. Broderick reviewed the criteria that the Town Manager is evaluated, and the Board scored them on a scale from 1 to 5. Per the employment contract with the Town Manager, the Board may increase the salary on an annual basis to account for a cost-of-living adjustment and provide a merit increase. She noted that the Town Manager did receive a cost-of-living adjustment on July 1 in the same amount as other personnel bylaw employees. Merit increase can be anywhere from 0-3%.

Selectperson Chaffee commented that the overall scores were exceptional. Mr. Lombardi acknowledged it has been an interesting and challenging year, and the evaluation provides a good opportunity to review and appreciates the positive feedback.



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Selectperson Chaffee moved to approve a 2% merit pay increase effective July 1, 2024. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on FY24 Town Manager Goals

The Chair requested to move this item to the next Select Board meeting.

FYIs

None

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None

Next Meetings

September 18, September 27 (Joint with Planning Board regarding Local Comprehensive Plan) October 2, and October 16, 2023

Adjournment

Selectperson Chaffee moved to adjourn at 9:57pm. Selectperson Whitney second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda items, Seasonal Liquor License application, FY24 Tax Rate Classification Hearing, Local Tax Relief options, FY23 Free Cash, Fall 2023 STM anticipated warrant articles, Millstone Road Improvement Project, ADU bylaw referral, Water Resource Task Force recommendation, Commerce Park Lot #5 request, TM performance evaluation results, TM FY24 goals, FYIs



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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: September 18, 2023
TIME: 5:30 PM
PLACE: 2198 Main Street, Room A

Participants: Chair Chatelain, Selectperson Whitney, Selectperson Bingham, Selectperson Chaffee, Assistant Town Manager Donna Kalinick, Health Director Amy Von Hone, Katie O'Neill, Nauset Regional School Committee members- Tom Fitzgibbons, Chris Easley, Rick Drapper, Cathryn Lonsdal

Absent: Selectperson Hoffmann and Town Manager Peter Lombardi

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

Chair Chatelain called the meeting to order at 5:30pm, read the meeting participation, the recording statements and declared a quorum.

Executive Session

Selectperson Chaffee moved to enter the executive session to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares in the case of Parisi Filippatos v. Town of Brewster Select Board and to review and vote on executive session minutes at 5:31pm. Selectperson Whitney second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

The Board returned to open session at 6:01pm

Public Announcements and Comment

None

Select Board Announcements and Liaison Reports

None

Town Manager's Report

Ms. Kalinick provided the following update:

- There was minimal damage in Brewster regarding Tropical Storm Lee with just a few trees down.
- Reminder about the Town's First Annual Volunteer Fair on Saturday September 30th in the dining hall at the Bay Property. Residents can come from 10am – 12p to learn about boards and committees and potential volunteer opportunities. After, members from boards and committees are welcome to join us for an appreciation luncheon.
- The short communication survey was launched and is open through October 10th. There are 20 questions and is important to receive feedback about how we communicate with our residents, community and stakeholders. This will help to guide how we handle communications moving forward.



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Consent Agenda

- a. One Day Liquor License Applications: Chatham Bars Inn Farm (8) & Bizzotto Wedding (Crosby Mansion)
- b. One Day Entertainment License Applications: Chatham Bars Inn Farm. Bizzotto wedding (Crosby Mansion) & Movement Arts Cape Cod Inc. (with fee waiver)
- c. Fee Waiver Request for Temporary Sign Permits: Movement Arts Cape Cod, Inc.
- d. Facility Use Applications: Drummer Boy Park Gazebo & Crosby Landing Beach
- e. Fall 2023 Tax Bill Insert: Local Comprehensive Plan FAQs

Selectperson Chaffee moved to approve the Consent Agenda. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

Discuss and Vote on Intermunicipal Agreement for Public Health Excellence Grant

Ms. Von Hone introduced the grant noting that this is to enhance sharing of services and collaboration between communities as needed. Program administrator, Katie O'Neill, shared a PowerPoint presentation, highlights include:

- The grant program is designed to encourage towns/cities to expand sharing of staff & resources with an intent to improve the effectiveness and efficiency of public health.
- Funded directly from the State Action for Public Health Excellence (SAPHE) Program
- An overview of the history of Public Health Excellence (PHE) grant
- Review of the benefits of the grant program
- Review of allowable expenses including PHE staff, support staff, a consultant, travel, health communication, technology hardware and software, training and credentialing, nursing supplies, inspection supplies, membership fees, occupancy, and agency support.
- Review of unallowable expenses which include food, gift cards and incentives, supplanting existing municipal funding for public health services, purchasing a vehicle, capital expenses, airfare or out-of-state travel, equipment (only allowable with prior consent from DPH), academic programs, training provided by external vendors for businesses, camps, or clinics to meet public health regulations, multiyear service payments.
- Review of the Mission for the CAPE PHC, which is to Curate, Advocate, Provide and Engage
- Review of possible funding options
- Note that the governance board includes a representative from each of the participating towns
- Review of the Towns financial obligations – no obligations of repayment for any funds spent through the grant, anything incurred outside of the scope is the responsibility of the municipality, any funds contributed by the grant program can only be used for shared public health services, program is supported through State Tax dollars, towns may opt out of the grant at any time without penalty.

Amy Von Hone stated that the Town should participate as there is nothing to lose. The Board of Health approved at their September 9th meeting. There are clear benefits of this program, Ms. Von Hone noted that the challenge is that the Cape would be the biggest collaborative through the program right now. Adding



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that one of the goals of the county is to collaborate for more money since we have a larger group compared to others across the State. In the short term, the Health Department could utilize wellness programs and help fill in gaps in the Health Department. The State recognizes the need to better the public health system across the state.

The Select Board provided comments and feedback on the program, sharing that this is a great opportunity for regional solutions. Since this is a renewable program, Ms. O'Neill noted that as long as the program is meeting the workforce standards at the county side, it can be automatically renewed through the state budget process. Ms. Kalinick confirmed that there is no money is coming to or being expended by the Town and all is completed through the program, including reporting of the funds.

Selectperson Chaffee moved that the Town of Brewster become a participant in the Intermunicipal Agreement for Public Health Excellence. Selectperson Whitney second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

Discuss & Vote on Local Preference Designation Spring Rock Village Housing Project, 0 Millstone Road

Ms. Kalinick reported that the request was made in writing with justification to the State and provided a quick overview of the project. The Board had requested 55% local preference with a corresponding 15-20% regional preference. The State will grant the 55% local preference and 15% regional preference. The regulation of the comprehensive permit allows up to 70% of local preference. There are a total of 31 units that will either be local or regional preference.

Selectperson Bingham moved to have 24 units in Local Preference and 7 units in the Regional Preference pool at Spring Rock. Selectperson Whitney second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

Follow-up on May 2023 Select Board Letter to Nauset Regional School Committee Seeking to Amend Regional School Agreement

Ms. Kalinick provided an overview of the Board's desire to amend the Regional School Agreement which has not been changed in 20 years. A couple of the highlights of the request include:

- Assessments for both the Annual Operating budget and the Capital is based on a single year's enrollment, the Select Board requested that the agreement looks at a 3-year rolling average.
- Request a better understanding of how transportation costs are apportioned to member towns, particularly as it pertains to the transportation expenses of charter and school choice students.
- The extent to which current proportional representation of the Nauset Regional School Committee remains reflective of the current student population, the regional school committee was determined 20+ years ago.
- Interested in having an agreed upon schedule for reassessing and potentially amending the regional school agreement, this is standard practice in Town charters.



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- Strongly encouraged 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 which are set to expire in June 2024, such that those towns would pay their proportional share of the regions' debt effective FY25.

Chris Easley, Chair Nauset Regional School Committee, stated that legal counsel has reviewed the request to provide a methodology to proceed. As required by DESE (Department of Elementary and Secondary Education) the agreement will now be on a 5-year cycle for review. The entire regional agreement will be updated based on the requests from the Towns. The School Committee will begin the process in late October and review any other issues that may need adjusting or amending in the agreement, including determining the representation on the school committee, to meet the DESE requirements.

Tom Fitzgibbons stated that the tuition agreements with Provincetown and Truro will be renegotiated this Fall, however the school committee cannot force them to join the region. He also noted the transportation issues due to bus driver shortages. Schools have been forced to consolidate routes and they are working on solutions. Mr. Easley included that the establishment of the school committee is based on the town population, not student population.

Mr. Easley stated that this process will take at least a year and reviewed potential steps that will be involved, adding that DESE will be involved throughout the process. All updates and amendments will be submitted to DESE to get preliminary approval to be presented to all four member Towns on Town Meeting warrants. If approved by all Towns, it is then sent back to the State for final approval.

The Select Board encouraged the school committee that the agreement with Provincetown and Truro should be equitable with other member towns and requests that the committee is transparent throughout their process.

Mr. Fitzgibbons noted that transportation is not provided to Truro and Provincetown and any special education expenses are charged back to the Towns for payment. Ms. Kalinick requested that the School Committee negotiate with Provincetown and Truro to be responsible for some of the payment for the large renovation at the High School as it has a direct correlation to how our residents are being taxed. Mr. Easley stated that the goal in the upcoming negotiations, quality education, shouldn't be a discount.

Discuss and Vote on Fall 2023 Special Town Meeting Warrant Articles

Ms. Kalinick noted there are four additional articles for the warrant that the Board will review at a later meeting date, an article for an appropriation for a Police Officer litigation settlement and two citizens petitions. For tonight, the three articles are:

- General Bylaw amendment for the Golf Commission
 - Changes have been proposed along with amendments to make sure the bylaw is in line with the Town Charter.



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- Financial management and hiring are authorities in the Charter that lie with the Town Manager.
- The major point is that the Golf Course is an enterprise fund in the way it is managed.

Selectperson Whitney moved to recommend the article to Town Meeting. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

- Fire Union Contract
 - Funding for the agreement was carried in the FY24 budget, there is no funding component with the article.

Selectperson Whitney moved to recommend the article to Town Meeting. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

- Community Preservation Act Exemption

Selectperson Whitney moved to recommend the article to Town Meeting. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

Review Status of FY23 Goals & Discuss and Vote on FY24 Town Manager Goals

Not discussed this evening

Update on Barnstable County Assembly of Delegates- Mary Chaffee

Ms. Chaffee provided an overview of Barnstable County government:

- Established in 1988 with two co-equal branches, a legislative and executive branch.
- The mission of county government is to enhance the quality of life for all County citizens by offering a number of services that some towns could not provide themselves.
- The FY24 County operating budget is \$21,633,532.
- Current projects and initiatives include:
 - American Rescue Plan Act Funding received \$41M and to date has been fully expended.
 - \$10M made available to the towns (Brewster is eligible for just under \$500K)
 - Aquifund provides low interest loans to homeowners who must replace their septic systems.
 - Freshwater Pond Quality "Freshwater Initiative", aimed at gathering solid data about the health of the Cape's almost 900 ponds. Determine recommendations on how to protect and preserve water quality.
 - County Broadband and Digital Equity, not all areas on Cape have reliable broadband internet access. The Cape Cod Commission is undertaking an assessment of the Cape's internet access.



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Residents can take part in a "Speed Survey" to assess how fast and efficient your internet is working.

- Assembly Meetings- 1st & 3rd Wednesdays of each month at 4pm and can be viewed online at the County website www.capecod.gov/county-government/meeting-center/

FYIs

No questions/comments

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None

Next Meetings

September 27 (Joint with Planning Board regarding Local Comprehensive Plan), September 27 (Joint Meeting with Planning Board on Local Comprehensive Plan), October 2, October 4 (Joint Meeting with Bay Property Planning Committee & Pond Property Planning Committee), and October 16, 2023

Adjournment

Selectperson Chaffee moved to adjourn at 7:27pm. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The Board vote was 4-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, IMA for Public Health Excellence Grant, Local Preference designation Spring Rock Village, Fall 2023 TM Warrant information, NRSC amendment request, Town Manager Goals, Barnstable County of Delegates Update, FYIs.

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

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

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

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

b. Select Board Liaison Consultation with Committee Chair:

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

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

d. Select Board Liaison Recommendation:

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

3. SELECT BOARD ACTION

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

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

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

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

7. Years you've lived in Brewster:

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

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

a.

b.

c.

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion

11. OCCUPATION: _____

- Active
 Retired
 Not currently working

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

Name of Employer	Job Title	Dates of Employment

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

-
-
-
-

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

a. Organizations and dates:

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

To be a volunteer is what adds to Brewsters richness. The bicycle + pedestrian committee appeals to me because I spend many hours - riding and walking the trail. I see where safety measures are needed - and how the trail could be even more inclusive.

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

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

Yes No

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

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

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

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

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

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

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

Signature:

Sharon Donohue

Date:

8/24/23

Town of Brewster- Select Board

August 24, 2023

Sharon Donohue

[REDACTED]

Brewster, MA 02631

Dear Select board members,

I am writing to introduce myself as I'm applying for an open seat on the Brewster bicycle and pedestrian committee. As a Brewster resident now for over 8 years and a recent retiree I see the many opportunities available to volunteer. This committee is the one I feel that I could contribute to. I see ways that could help people on all wheels feel more welcome through signage and safety measures.

As an avid cyclist I am on the CCRT and ride throughout town. The trail is a gem and is inviting to so many people. I see Tricycles, rollerblades, electric bikes and skateboards. And many people use the trail to walk or run.

Educational background

I graduated in 1994 from Salem State College (University) with a Bachelor of Science in Nursing.

My employment has included Rehab., home care, acute care and perioperative nursing at Spaulding Rehab. and Mass. General Brigham hospital. I have maintained per diem status.

Community Activities

I am a member of a political committee here in Brewster and have volunteered in different capacities.

I support nonprofit organizations that benefit cape cod residents by fundraising for charity bike rides.

References

Katie Miller Jacobus- (friend)

[REDACTED]

[REDACTED]

Andrea Genser (friend)

[REDACTED]

[REDACTED]

Thank you for your time and consideration.

Sincerely,

Sharon Donohue

Sharon Donohue

[REDACTED]

[REDACTED]

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Requested Committee

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- 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:

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Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

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

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

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

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

7. Years you've lived in Brewster:

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

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

a.

b.

c.

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion
U of New England	MPH	2020
Simmons	M Ed	2007
Brandeis	B.A (biology)	2006

11. OCCUPATION: health agent
 Active Retired Not currently working

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

Name of Employer	Job Title	Dates of Employment
Town of Orleans	ASST. Health Agent	2022 - present
Sonic Healthcare	Microbiology manager	2019 - 2021
Brigham + Women's	Microbiologist	2013 - 2019

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

- n/a
- _____
- _____
- _____

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:

n/a

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

I grew up in Brewster, and upon returning have seen how much the lower Cape has changed + grown in response to a lot of different populations

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.

My career started in education before shifting to science + health. Working for a municipality allows me to understand more of MEL's and open meeting laws, while my various work experiences have given me a broad viewpoint

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

Yes No

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

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

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

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

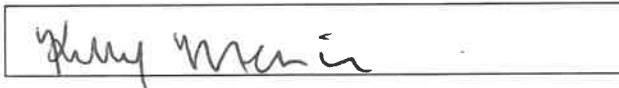
20. ADDITIONAL INFORMATION. Please add any additional information you'd like.

I've had the misfortune of being hit by a car while jogging, and having a bad bike accident due to road conditions (both off Cape) so the Bike/pedestrian topic is very important to me.

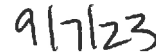
20. SIGNATURE. By signing below, you state that you understand and agree.

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

Signature:



Date:





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

Rcvd 3:45pm
9/14 - ELM

Office of: No payment
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY ENTERTAINMENT LICENSE**

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

Section 1: Applicant Information

Applicant's Name:	Great Cape Coop Inc. C/O David Schlesinger Alexander Wooden
Applicant's Address:	2628 main st Brewster 02631
Telephone # and Email Address:	[REDACTED]

Section 2: Event Information

Type of Event:	50 th Anniversary / Fall Celebration "Brewsterfest"
Location of Event:	2628 main st Brewster 02631
Date of Event & Proposed Times:	October 21 st 2023 from 13:00 - 21:00
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):	- Community Mural, face painting, Pumpkin carving - Beer & wine Garden Music - James Rice, Pot. others Live, amplified - hire Local artisan vendors - church neighbors allow parking Police will be present - Trails, Arboretum will be decorated for a age friendly Halloween walk
Will entertainment be performed indoors or outdoors:	out doors.

Section 3: Additional Information:

Will temporary structures be erected (i.e., platforms, scaffolds, tents, pavilions, etc.)? Yes: No:
*If yes, a building permit may be needed, please contact the building department for more information.

Number of anticipated attendees over the course of the event: 400 Maximum # at any one time: 450

Applicant Signature: David B. [Signature] Date: 9/13/23



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

Recvd. 9/13
 ELM

Paid

Office of:
 Select Board
 Town Manager

**APPLICATION FOR
 ONE-DAY LIQUOR LICENSE**

Application Fee: \$35.00

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

Section 1: Applicant Information

Applicant/Property Owner: <i>S B BROWN</i>
Applicant's Address: <i>2624 MAIN</i>
Telephone # and Email Address: [REDACTED]

Section 2: Event Information

Type of Event: <i>50th ANNIVERSARY CELEBRATION</i>
Location of Event: <i>2624 MAIN ST</i>
Date of Event & Proposed Times: <i>OCT 21 1-9</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>NO DISTILLED ALCOHOL!</i>
Number of attendees anticipated: <i>200</i>

Section 3: Server Information:

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

Section 4: Additional Information:

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

Applicant Signature: *S B BROWN* Date: *9.13.23*

Please note in the fall of 2012 the Town of Brewster passed a bylaw requiring civil fingerprinting for the state and national criminal history screening of applicants for the following municipal licenses:

Alcoholic Beverages License (Manager)
Hawker & Peddler
Ice Cream Truck Vendor

All holders of the above listed licenses must be fingerprinted. Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at 508-896-7011 x 2102 or by email at cmawn@brewster-ma.gov to schedule an appointment.



Lt. Mawn

9/18/23

Date

Payment of Fingerprinting Fees:

Fingerprinting fees include federal, state and local fees. Before being fingerprinted, all licensing applications must pay the statutory fingerprint fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts". In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

Licensing applicants may pay the municipal fingerprint fee of seventy dollars (\$70.00) by check.

*The Select Board will not approve any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the state and national criminal history information have been received. This will take a minimum of 2 weeks.

Alexander (Sasha) Wooden
ahwooden2@gmail.com



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

Office of:
 Select Board
 Town Manager

SPECIAL EVENT APPLICATION

Application must be submitted *at least four (4) weeks prior* to the date of the event. Please submit to Town Manager's office or licenses@brewster-ma.gov

Applications for 5+ events per year, must receive a Special Permit from the Zoning Board of Appeals and must contact the Planning Department to facilitate the process.

APPLICANT INFORMATION

Applicant Name: "Sasha" Alexander Wooden Phone #: [REDACTED]
 Applicant Address: [REDACTED]
 Business Name: Great Cape Coop Email: [REDACTED]

EVENT INFORMATION

Type of Event: 50th yr celebration / community party / fundraiser
 Location of Event (if different from applicant address): 2628 Main St Brewster 02631
 Date and Hours requested of proposed event: Date: noon 12-9pm Times: October 21st
 Maximum # of guests anticipated: 350 Estimated # of vehicles at one time: 150
 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 alcoholic drinks be offered/served at the event? Yes No
 If yes, applicant must obtain a one-day liquor license from the Select Board.

Will entertainment be provided at the event (amplified/acoustic/live)? Yes No
 If yes, applicant must obtain a one-day entertainment license from the Select Board.

Will any temporary structures be erected (platforms, scaffolds, tents, pavilions, etc.)? Yes No
 If yes, applicant must apply for a permit with the Building Dept.

*For applications submitted to the Select Board (Special Event, Liquor and Entertainment) licenses can be obtained at the same Select Board meeting.

SUBMIT WITH APPLICATION:

- Provide a brief description of the proposed event(s) on the reverse side of this application or on a separate sheet of paper.
- Provide a scaled site plan indicating property boundary, existing building location(s), driveway, proposed parking, location of event activity and location of portable sanitary facilities if applicable.
- Applicant is responsible to notify direct abutters and properties directly across the street via regular mail, using the abutter notification form available through the Assessing Department.

Licensed Special Event Conditions:

- Special Event Licensing shall run with the original applicant. If there is any change in property ownership or applicant, then a new application shall be submitted.
- Special Event Licensing, when issued, comes with the understanding that the Select Board has the option to call a hearing to review a Special Event License upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, or
 - Any other unforeseen concerns that are raised that warrant attention
 - Notification of violations of the terms of the Special Event License, the Select Board has full rights to amend or revoke the original Special Event License.
- The Select Board has full authority to condition the Special Event License.
- Signature on the application attest that the application understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- 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.

A property, not specifically designed or permitted to be used for infrequent events occurring within a twenty-four-hour period such as, but not limited to, art or theatrical exhibitions, concerts, dinners, parties, and weddings, to be attended by the public, including properties not expressly permitted to be rented for such occasions. Applications for five or fewer events per year must receive a license from the Select Board. Applications greater than five events per year must receive a Special Permit from the Board of Appeals; provided, however, that such venue has first received a license from the Select Board for such event. Special Permits for Special Event Venue Uses shall be renewed annually [Added 5-6-2013 ATM, Art. 23; amended 11-13-2017 FYTM, Art. 13; 12-3-2018 FYTM, Art. 11]

Applicant Signature:  Date: 09/25/23

Office Use Only:
Notices Sent: _____ Meeting Date: _____ Date Approved: _____

EVENT DESCRIPTION:

“BREWSTER-FEST”

Brewster-Fest was first ideated as an event to celebrate the retirement of Stephen Brown (owner of Great Cape Tiny Village) after 50 years of stewardship. This event would be a celebration of “Community and Culture” in Brewster and would be a way to congregate the many people who contributed to creating the town that we know and love today.

Along with that Idea Brewster Fest is way for the GREAT CAPE CO-OP to prove itself a worthy successor to Stephen Brown’s ownership and especially – to prove the model of community ownership holds weight in Brewster. It does so by providing a centering point for the people of Brewster and greater cape to come together and enjoy community and nature in harmony.

The event that we are planning is the result of the marrying of these two ideas and will feature; live music, food trucks, beer, wine, local artisan vendors, a Halloween themed walk, and community mural painting.

Please see our attached poster for more details!

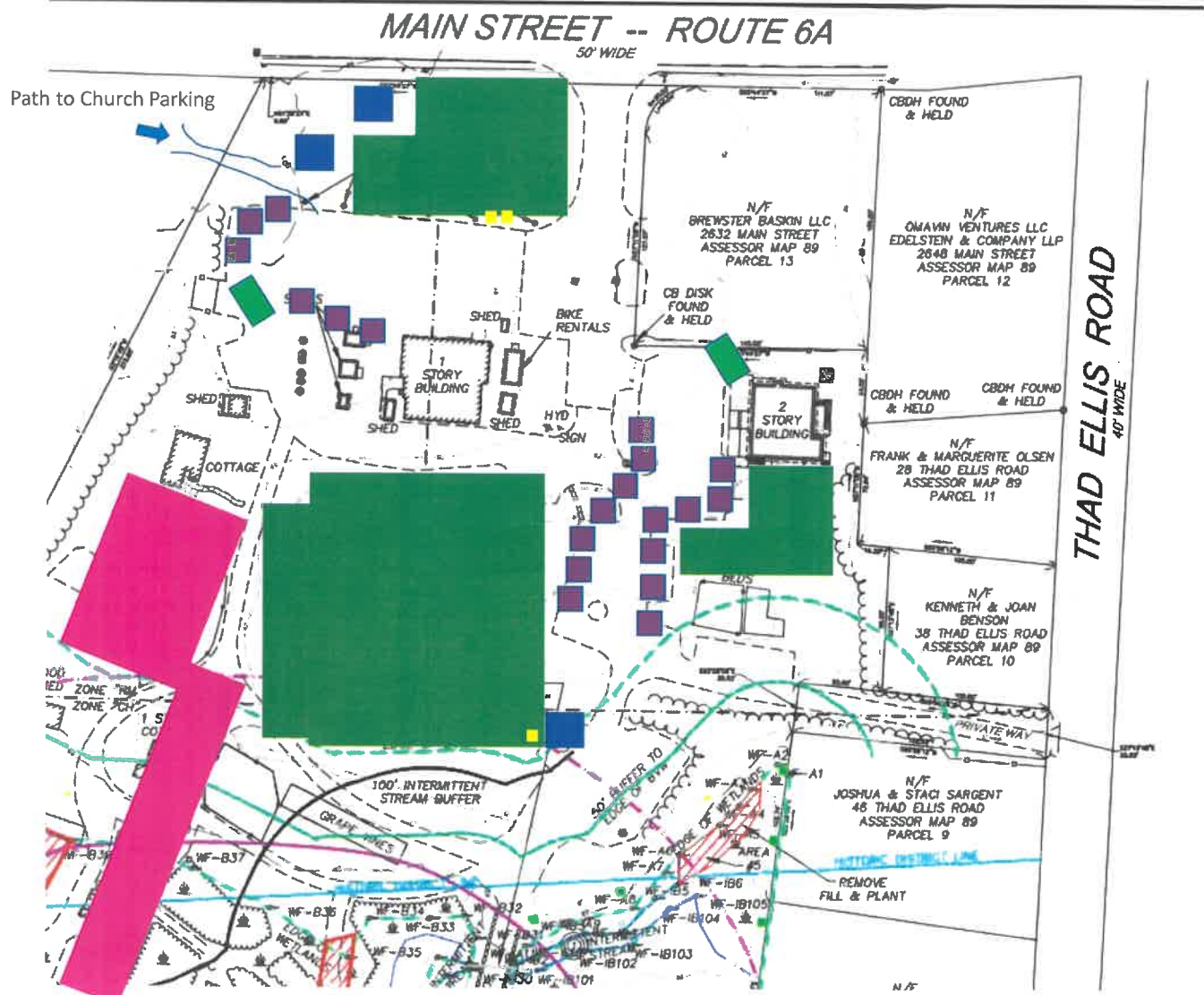
At your service,

Sasha Wooden



KEY:

- = 20 x 20 Tent (3x)
- = Common Space for Guests
- = Artisan Vendor Stand (20x)
- = Food Truck (2x)
- = Halloween themed Nature Walk
- = Porta Potty (3x)



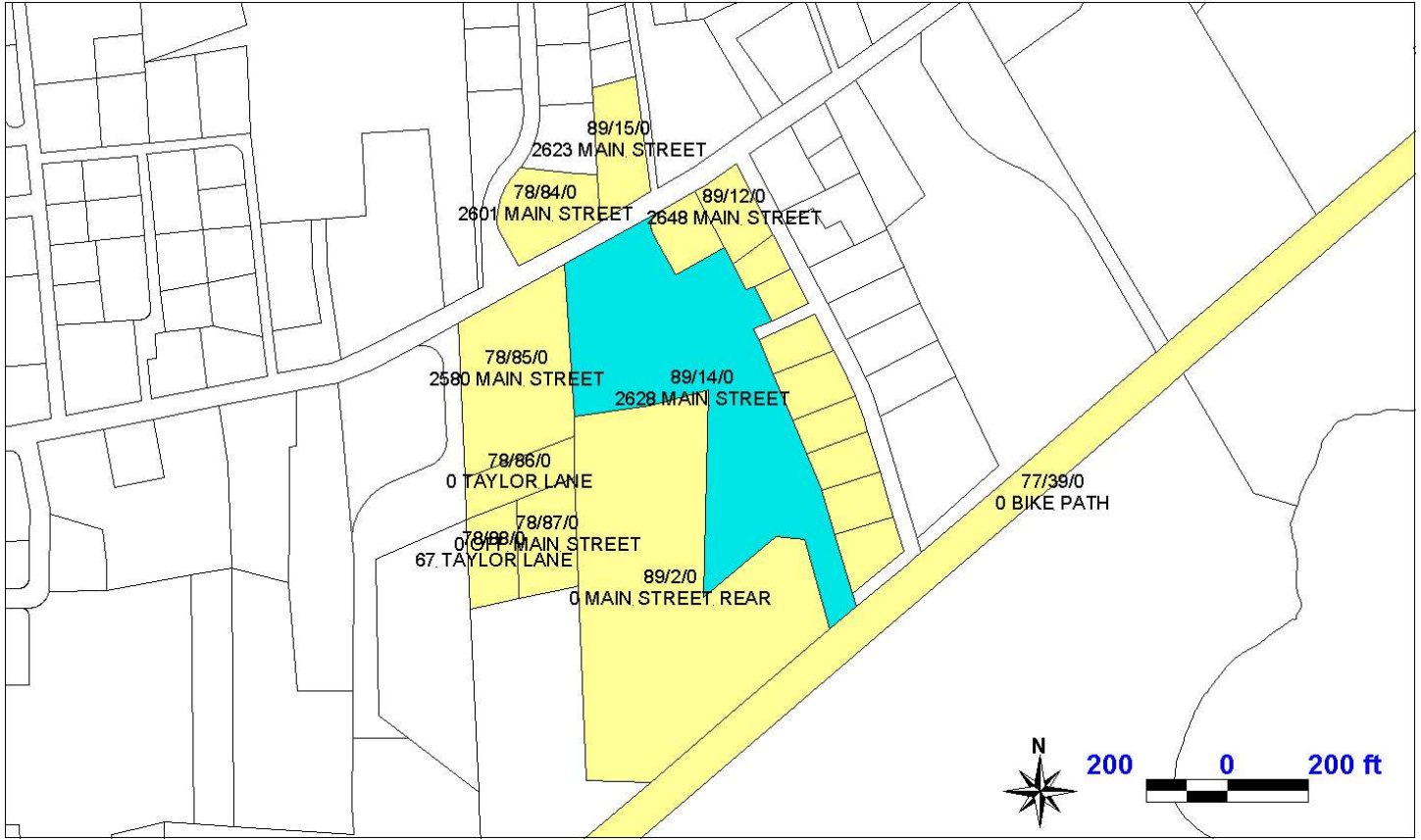


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

Certified by:

James M. Gallagher
James M. Gallagher, MAA
 Deputy Assessor

Custom Abutters List for Parcel 89/14/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
12805	77-39-0-E (27-998)	MASSACHUSETTS COMMONWEALTH OF DEPT OF ENVIRONMENTAL MGT	0 BIKE PATH	251 CAUSEWAY STREET SUITE 600	BOSTON	MA	02114
1569	78-84-0-R (15-48)	ELLIS ANN M C/O ELLIS ANN M TRUSTEE	2601 MAIN STREET	2601 MAIN STREET	BREWSTER	MA	02631
1632	78-85-0-E (15-114)	ROMAN CATHOLIC BISHOP	2580 MAIN STREET	OUR LADY OF THE CAPE PO BOX 1799	BREWSTER	MA	02631
1633	78-86-0-R (15-115)	DICKEY MARGARET PEARL & REMY JANE M CO-TRUSTEES	0 TAYLOR LANE	P O BOX 558	BREWSTER	MA	02631
3372	78-87-0-R (27-55)	JARDUS WILLIAM MICHAEL JARDUS WILLIAM M	0 OFF MAIN STREET	POB 61	ALLSTON	MA	02134
3270	78-88-0-R (27-3)	JARDUS WILLIAM M	67 TAYLOR LANE	P O BOX 61	ALLSTON	MA	02134
3271	89-2-0-R (27-4)	BROWN STEPHEN TRUSTEE BROWN REALTY TRUST	0 MAIN STREET REAR	2624 MAIN STREET	BREWSTER	MA	02631
3278	89-4-0-R (27-13)	RYMANSKI WALTER PAUL C/O RYMANSKI WALTER P TRUSTEE	102 THAD ELLIS ROAD	837 CUMBERLAND HILL ROAD	WOONSOCKET	RI	02895
3275	89-5-0-R (27-8)	MOG REAL ESTATE HOLDING LLC	94 THAD ELLIS ROAD	972 STONY BROOK ROAD	BREWSTER	MA	02631
3274	89-6-0-R (27-7)	TUBMAN PHILIP B	0 THAD ELLIS ROAD	C/O SUSAN HOULAHAN TUBMAN 351 FOXBORO ROAD	LOVELL	ME	04051
3273	89-7-0-R (27-6)	TUBMAN PHILIP B	78 THAD ELLIS ROAD	C/O SUSAN HOULAHAN TUBMAN 351 FOXBORO ROAD	LOVELL	ME	04051
3272	89-8-0-R (27-5)	WENTWORTH ADAM	62 THAD ELLIS ROAD	62 THAD ELLIS ROAD	BREWSTER	MA	02631
1629	89-9-0-R (15-112)	SARGENT JOSHUA & STACI	46 THAD ELLIS ROAD	46 THAD ELLIS ROAD	BREWSTER	MA	02631
1628	89-10-0-R (15-111)	BENSON KENNETH R & JOAN D (LIFE ESTATE)	38 THAD ELLIS ROAD	38 THAD ELLIS ROAD	BREWSTER	MA	02631
1627	89-11-0-R (15-110)	OLSEN FRANK T & MARGUERITE M	28 THAD ELLIS ROAD	28 THAD ELLIS ROAD	BREWSTER	MA	02631

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1626	89-12-0-R (15-109)	OMAVIN VENTURES LLC	2648 MAIN STREET	2648 MAIN STREET	BREWSTER	MA	02631
1630	89-13-0-R (15-113-1)	BREWSTER BASKIN LLC	2632 MAIN STREET	P O BOX 365	EAST ORLEANS	MA	02643
1624	89-15-0-R (15-106)	TANZER BRIAN L TRUSTEE & ROMEY-TANZER GRETCHEN E TRUSTEE	2623 MAIN STREET	33 MONUMENT ROAD	ORLEANS	MA	02653

The Great Cape Co-Op

Invites you to

**CELEBRATE 50 YEARS OF THE
TINY VILLAGE COMMUNITY IN
BREWSTER**

IN OUR FIRST ANNUAL

BREWSTER FEST

~Saturday, October 21st~
~ From Noon - 9pm ~
2628 Main St, Brewster, MA 02631

A COMMUNITY CELEBRATION FEATURING:

- Live Music from James Rice & Others
- Food & Drink
- Local Artisan Vendors
- A Community Mural
- Halloween Themed Nature Walk
- & More



FREE ENTERANCE
Parking at 2584 Main St (Church)



Select Board
Town Administrator

Town of Brewster
2198 Main Street
Brewster, MA 02631
B: (508) 896-3701
F: (508) 896-8089
www.brewster-ma.gov

SPECIAL EVENT APPLICATION

Application must be submitted at least two (2) weeks prior to the date of the event.

Applications for 5+ events per year, must receive a Special Permit from the Zoning Board of Appeals and must contact the Planning Department to facilitate the process.

APPLICANT INFORMATION

Applicant Name: MARCO TYLDESLEY Phone #: 508-317-4345
Applicant Address: 564 MAIN ST. BREWSTER MA 02631
Business Name: Friends of Brewster Dog Park Email: [REDACTED]

EVENT INFORMATION

Type of Event: Halloween Event - Dog costume contest
Location of Event (if different from applicant address): Brewster Dog Park
Date and Hours requested of proposed event: Date: SAT. Oct 28 Times: 11AM
Maximum # of guests anticipated: 50-75 Estimated # of vehicles at one time: Parking Lot Capacity
Is this event open to the public: Yes No Rain Date: Oct. 29

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 alcoholic drinks be offered/served at the event? Yes No
If yes, applicant must obtain a one-day liquor license from the Select Board.
Will entertainment be provided at the event (amplified/acoustic/live)? Yes No
If yes, applicant must obtain a one-day entertainment license from the Select Board.
Will any temporary structures be erected (platforms, scaffolds, tents, pavilions, etc.)? Yes No
If yes, applicant must apply for a permit with the Building Dept.

*For applications submitted to the Select Board (Special Event, Liquor and Entertainment) licenses can be obtained at the same Select Board meeting.

SUBMIT WITH APPLICATION:

- Provide a brief description of the proposed event(s) on the reverse side of this application or on a separate sheet of paper.
- Provide a scaled site plan indicating property boundary, existing building location(s), driveway, proposed parking, location of event activity and location of portable sanitary facilities if applicable.
- Applicant is responsible to notify direct abutters and properties directly across the street via regular mail, using the abutter notification form available through the Assessing Department.

Licensed Special Event Conditions:

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 - Any change of use or nature of use, or
 - Any traffic problems that arise, or
 - Any other unforeseen concerns that are raised that warrant attention
 - Notification of violations of the terms of the Special Event License, the Select Board has full rights to amend or revoke the original Special Event License.
- The Select Board has full authority to condition the Special Event License.
- Signature on the application attest that the application understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- 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.

A property, not specifically designed or permitted to be used for infrequent events occurring within a twenty-four-hour period such as, but not limited to, art or theatrical exhibitions, concerts, dinners, parties, and weddings, to be attended by the public, including properties not expressly permitted to be rented for such occasions. Applications for five or fewer events per year must receive a license from the Select Board. Applications greater than five events per year must receive a Special Permit from the Board of Appeals; provided, however, that such venue has first received a license from the Select Board for such event. Special Permits for Special Event Venue Uses shall be renewed annually [Added 5-6-2013 ATM, Art. 23; amended 11-13-2017 FYTM, Art. 13; 12-3-2018 FYTM, Art. 11]

Applicant Signature: _____

Date: _____

[Handwritten Signature] *11/12/23*

Office Use Only:

Notices Sent: _____

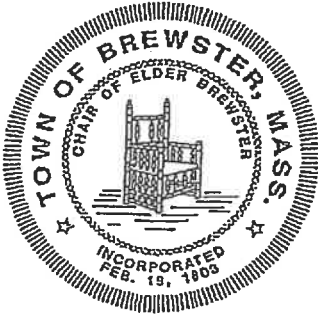
Meeting Date: _____

Date Approved: _____

The Friends of Brewster Dog Park would like to host a Halloween-themed event at the Brewster Dog Park. It would entail:

- A dog costume contest. Patrons will be encouraged to bring their dogs in Halloween costumes. Judges (FBDP board members and stewards) will roam the big and small dog parks to choose the winners. Categories might include Best Overall, Funniest, Most Original, Best Couple, etc.
- We will give dog treats away as guests leave the park
- We will sell FBDP merchandise at a table outside of the main entry

We will promote this event through social media, our newsletter, our website and a press release.



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: ^{for} DONNA TODD RIVERS
MAPLEWOOD AT BREWSTER Phone: [REDACTED]

Applicant's Address: 820 HARWICH RD
Brewster, MA

Type of Event: Professional MARKETING EVENT, NOT OPEN TO PUBLIC INVITED LIST ONLY

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

Date and hours requested for Licensed Authorization to serve Liquor:
Day: Tues, Oct 17, 2023 Times: 4:00 to 7:00 pm

Types of Liquor to be served:
WINE, 1 signature cocktail (only one offering)

Will food be provided? yes

Number of attendees anticipated? 24

Who will serve the liquor?
Name: ELONA WILLIAMS

Address: CULINARY DIRECTOR
MAPLEWOOD @ BREWSTER

Contact phone number(s) for Server(s):
[REDACTED]

FEE= \$35/day/location

Signature of Applicant:
Donna Todd Rivers

Date: Sept 23, 2023

Signature indicating for Licensing Authority's Approval:

Date _____

September 21, 2023

Dear Brewster Select Board,

I am writing to request a waiver of fees for our neighborhood association to dump brush at the transfer station on Saturday, October 21, 2023 with a rain date of Sunday, October 22, 2023. This is something that you have allowed us to do annually the past several years.

On our private roads there are some areas where the roadside brush is growing into the road. This impedes traffic safety by forcing cars toward the middle of the road to avoid the brush. We also need to cut back some areas to comply with the requirements of the private road plowing policy of the Department of Public Works.

The clearing work will be done by me along with a few neighbor volunteers. We will be using one or two pickup trucks to bring the brush to the transfer station.

Thank you for your consideration and please let me know if you have any questions.

Sincerely,



Bruce Abbott
Road Committee
Blueberry Hills Property Owners' Association
170 Old Valley Road, Brewster
[REDACTED]



Town of Brewster

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

Office of:
Select Board
Town Manager

August 31, 2023

David Lager
2 Centennial Drive – Suite 4D
Peabody, MA 01960

RE: Access to Saints Landing Beach for Sand Nourishment, SumCo Eco-Contracting, LLC

Dear Mr. Lager;

Permission to utilize the Town's property at Saints Landing Beach for the purpose of sand nourishment at 91 Carver Road has been granted to SumCo Eco-Contracting, LLC of Peabody. This approval is contingent upon:

1. Access from Saints Landing Beach shall be granted beginning at **sunrise on Monday, October 16, 2023, to sunset, Friday, October 27, 2023** for supplying approximately 130 cubic yards of sand to the property. Access shall be allowed for one small tracked skid steer and mini size excavator.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above listed equipment, including the 130 cubic yards of sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and SumCo Eco-Contracting, LLC must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at Saints Landing, as well as residents.
5. Prior to the use of the landing, a minimum eighteen-inch (18") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

6. Work shall be coordinated to take place during low tides in order to prevent vehicular equipment traffic over the drainage structures, pipes, groins and/or private property.

7. The contractor shall provide a certificate of insurance that shall certify valid liability insurance coverage in the minimum amount of \$1,000,000 throughout the duration of the use of the landing. (received)

8. The contractor shall provide a \$20,000 bank check or bond, to be held by the Town as financial assurance of performance and to cover the potential cost of reparations of any damage to the Town's property. (received)

9. The contractor shall be required to take and provide photographs, taken prior to the start of any construction work, showing the pre-construction conditions of the parking and landing area and the public beach. These photos shall be submitted to the Conservation Department and the Select Board's Office.

10. All excess sand cover shall be cleared from the landing upon completion of the work and utilized to restore base-line beach profiles, if doing so would be consistent with the Order of Conditions issued by the Conservation Commission in relation to this project.

11. The Town Manager's office (in addition to the Conservation Commission Office and DPW) shall be notified when "on-site" phase meetings are scheduled. Advance notice of a minimum of 24 hours shall be provided to the Select Board/Town Manager's Office, the Conservation Commission and the DPW prior to staging and commencement of work. At least one representative from the Town should meet the contractor on-site, prior to commencement to ensure adequate coordination (This meeting needs to take place before work commences).

Please call me at 508-896-3701, x 1129, if you have any questions or need to relay any important information about this project.

Sincerely,

Conor Kenny

Conor Kenny
Project Manager

Cc: Chris Miller, Director of Natural Resources
William Grafton, Conservation Administrator
Griffin Ryder, DPW Superintendent
Jimmy Jones, DPW Foreman



TOWN OF BREWSTER
1657 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-4546
FAX: (508) 896-8089
CONSERVATION@BREWSTER-MA.GOV

OFFICE OF
CONSERVATION COMMISSION

Town Landing and Public Beach Access Request Form

Complete each section below and submit this Request Form to the Office of the Conservation Commission a minimum of 21 days prior to the requested start-date. Access is granted on a first come basis, and only one contractor is permitted the use of any one town landing at any given time. Check boxes are for office use.

Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: **Saints Landing**
- Proposed start and finish dates: **Oct 16, 2023 to Oct 27, 2023**
- Estimated duration of work: **10 business days**
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided. **(See bottom of 2nd page)**

Contractor Information

- Name of contractor(s) performing work: **SumCo Eco-Contracting, LLC**
- Phone number for contractor(s): **office 978-744-1515 Cell (Dave Lager)** [REDACTED]
- Email for contractor(s): **dlager@sumcoeco.com** (Dave Lager)
- Address of contractor(s): **2 Centennial Drive, Peabody, MA 01960**

Property Information

- Address of property where work is to be performed: 91 Crocker Rd., Brewster
 - Property owner(s): **Craig Pfannenstiehl**
 - Phone number of owner(s): [REDACTED]
 - Email of owner: [REDACTED]
 - Conservation Permit Number for work: **SE 9-1672**
 - Submit Conservation performance bond if applicable under the Orders of Conditions
 - Submit sieve analysis and source information for nourishment sand
 - Submit sieve analysis for existing sand on the property
 - Submit written work notice and "before" photos of the project site
-



TOWN OF BREWSTER
1657 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-4546
FAX: (508) 896-8089
CONSERVATION@BREWSTER-MA.GOV

OFFICE OF
CONSERVATION COMMISSION

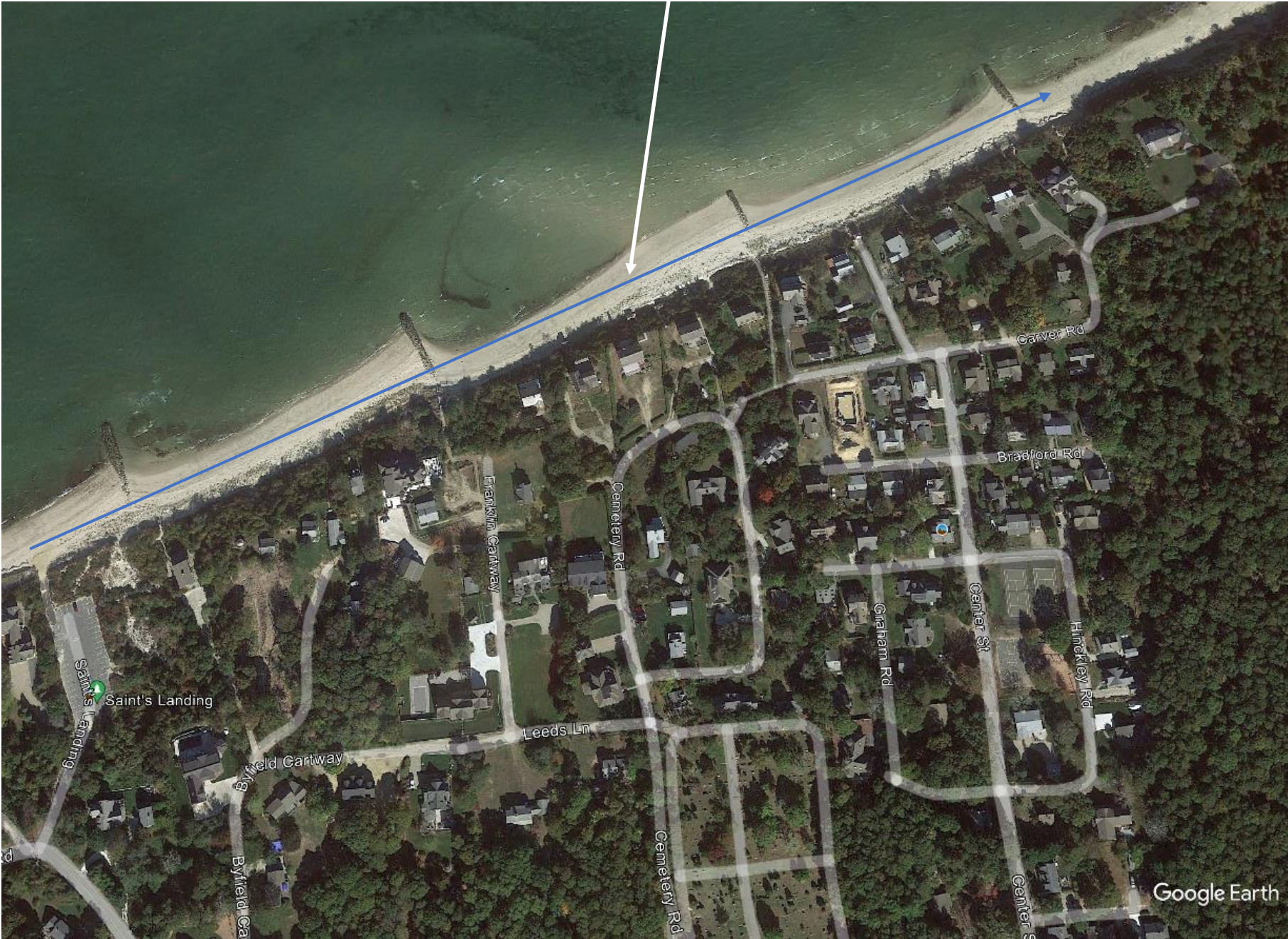
Attachments:

Your application will not be considered complete until all of the below are submitted.

- Site map for the property where work is to be performed (to include the access route)
- Copy of abutter's list and notification letter
- Certificate of Insurance
- Town Landing Use Fee of \$50 (to be submitted to Town Administration Office)
- Performance Bond/Bank Check for Use of Town Landing (minimum \$10,000)
 - o Funds will be returned upon successful completion of the work
 - o To be submitted to Town Administration Office
- Description of proposed work (see Town Landing and Public Beach Access Information)

Work involves placing sand nourishment over a previously approved and constructed rock revetment at 91 Carver Road. We are requesting use of Saints Landing to access the beach and move the equipment to the 91 Carver Road to do the work, and at the conclusion of the work to move the equipment back to Saints Landing. All materials (sand) would be delivered at 91 Carver Road, and placed on the beach by a chute extending down the coastal bank from the top to the bottom. Once the sand is on the beach the skid steer and mini excavator would place the sand on to the revetment.

Route of Travel – Saints Landing to 91 Carver



Vendor 17126 Town of Brewster Check 26596 08/25/23

Trx No	Invoice No	Inv Date	Job/Description	Gross	Discount	Check Amount
64288	082423Pfanne	08/24/23	Town Landing Use	50.00		50.00
				<u>50.00</u>	<u>0.00</u>	<u>50.00</u>

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

THIS DOCUMENT IS PRINTED ON TONER ADHESION PAPER



2 CENTENNIAL DRIVE • SUITE 290A
PEABODY, MA 01960
978-744-1515

SALEM FIVE
210 ESSEX STREET
SALEM, MA 01970
53-7055/2113

26596

CHECK NO.

26596

DATE

AMOUNT

*****FIFTY DOLLARS AND 00 CENTS*****

08/25/23

*****50.00

PAY
TO THE
ORDER
OF

TOWN OF BREWSTER
2198 MAIN ST
BREWSTER MA 02631

AUTHORIZED SIGNATURE



⑈026596⑈ ⑆211370558⑆ 0880991757⑈

KNOW ALL MEN BY THESE PRESENTS, that we, SumCo Eco-Contracting, LLC, as Principal, and ACSTAR INSURANCE COMPANY, 30 South Road, Farmington, CT 06032, as Surety, are held and firmly bound unto
Town of Brewster
2198 Main Street
Brewster, MA 02631

as Obligee, hereinafter called the Obligee, in the penal sum of Twenty Thousand 00/100 Dollars (\$20,000.00) for which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents. The penal sum of this bond shall not increase without prior written consent by Surety.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Obligee has granted the Principal, SumCo Eco-Contracting, LLC, permission to use the Saints Landing to access the beach and move equipment to 91 Carver Road to place sand on beach and return equipment to Saints Landing for removal.

NOW, THEREFORE, if said Principal shall well and truly comply with all regulations in connection with such operations; and save and hold harmless to Obligee for all loss or damage arising out of the above described operations, then this obligation shall be void; otherwise, to remain in full force and effect.

The foregoing obligation is subject to the condition that no suit or action shall be commenced hereunder after the expiration date of one year from the date the bond was issued as herein set forth. The Surety shall have no obligation to claimants other than the obligee. Non renewal shall not be an event of default.

This bond is not assignable. No party may make demand, assert a claim, or bring suit under this bond through or under any assignment, transfer of rights, or subrogation.

This bond shall expire on December 31, 2023.

The Surety may terminate the bond by sending notice of termination by certified mail to the Obligee, provided, however, that termination shall not occur during the 30 days beginning on the date of receipt of the notice of termination by the Obligee.

The Surety shall have no liability for any claim received after the effective date of termination.

This bond is null and void unless signed by Principal and Surety.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 25th day of August, 2023 the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST:



DANIEL HATULEY, ESTIMATOR

ATTEST:



SumCo Eco-Contracting, LLC
Principal (Seal)

By 

RICHARD SUMNER, MANAGER

ACSTAR INSURANCE COMPANY (Seal)

By 

Name: Henry W. Nozko, Jr.
Title: President



POWER OF ATTORNEY

No. 37695

This Power of Attorney must have original corporate seal and red and blue ACSTAR logo to be valid.

Know all men by these presents: That ACSTAR Insurance Company, a corporation of the State of Illinois, having its principal office in the Town of Farmington, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on September 26, 2019, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the Chairman, the President, Executive Vice President and General Counsel, or any Attorney-in-fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
(3) The signature of the Chairman, the President, or Executive Vice President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

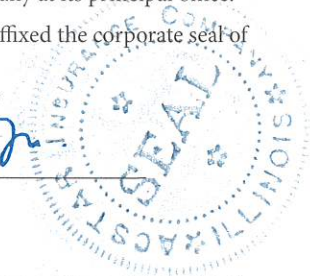
does hereby nominate, constitute and appoint

HENRY W. NOZKO, JR. HENRY W. NOZKO, III, GARY M. CASE, MAURICE C. SHEA, BRIAN P. MARSHALL, each individually, its true and lawful Attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS (\$10,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Jr., President, have hereunto subscribed his name and affixed the corporate seal of the ACSTAR INSURANCE COMPANY this 29th day of October 2019.

ACSTAR Insurance Company

By [Signature] Henry W. Nozko, Jr., President



STATE OF CONNECTICUT)
) ss. FARMINGTON
COUNTY OF HARTFORD)

On this 29th day of October A.D. 2019, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Jr., President of the ACSTAR Insurance Company, to me personally known to be the individual and officer who executed the preceding in instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature was duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the Town of Farmington the day and year first above written.



[Signature of Heather L. Sobotka]

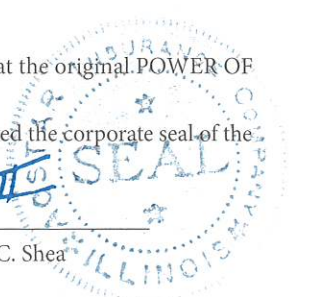
Heather L. Sobotka - Notary Public
My Commission Expiration Date: October 31, 2024

I, the undersigned, Secretary or Assistant Secretary of ACSTAR Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 25th day of August, 2023.

[Signature of Henry W. Nozko, III/Maurice C. Shea]

Henry W. Nozko, III/Maurice C. Shea
Secretary/Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rare, interest rate or residual value guarantees



August 19, 2023

RE: Access Notification – Saints Landing to 91 Carver Rd.

Please be advised that Sumco Eco-Contracting, LLC has been retained by Craig Pfannenstiehl of 91 Carver Road to do sand nourishment over an existing coastal bank revetment.. We have requested use of Saints Landing from the Town of Brewster to allow equipment access to the beach from Saints Landing to 91 Carver Road. We are required by the Town of Brewster to notify you that a small tracked skid steer and mini size excavator will be traversing the beach between the high tide and low tide lines to access the subject property location. No materials will be moved along the beach, only two equipment moves, one equipment move to get to the property, and one return move to Saints Landing to remove the equipment. Impact on the beach would be negligible, and we would move the equipment at low tide.

If you have any questions, concerns or comments please contact the undersigned, or the Town of Brewster Conservation Commission. The MDEP File Reference Number for this project is SE9-1672. The proposed date to start the work is the week of Oct. 16, 2023 with the equipment removal date the week of Oct. 30, 2023, or earlier.

We appreciate your review of this request, and we thank you in advance for your consideration.

Yours truly,

David C Lager

David C. Lager
dlager@sumcoeco.com

██████████ (m)
978-744-1515 (o)

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<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.55
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<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.66

Total Postage and Fees \$8.56

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Sent To **Scott McQueen**
Street and Apt. No., or PO Box No. **5912 Burnham Rd.**
City, State, ZIP+4® **Naples, FL 34119**

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.66

Total Postage and Fees \$8.56

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Street and Apt. No., or PO Box No. **53 Chamwell Rd.**
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Postage \$0.66

Total Postage and Fees \$8.56

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Street and Apt. No., or PO Box No. **7 Taylor Lane**
City, State, ZIP+4® **Lexington MA 02420**

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Postage \$0.66

Total Postage and Fees \$8.56

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Street and Apt. No., or PO Box No. **10 Blake Rd**
City, State, ZIP+4® **Lexington, MA 02420**

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Sent To **Philip Brewer**
Street and Apt. No., or PO Box No. **132 Wright Rd.**
City, State, ZIP+4® **Concord, MA 01742**

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<input type="checkbox"/> Adult Signature Required	\$0.00
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Postage \$0.66

Total Postage and Fees \$8.56

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Sent To **Susan Rice**
Street and Apt. No., or PO Box No. **P.O. Box 1212**
City, State, ZIP+4® **Brewster, MA 02631**

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Eli Von Sant/J.R. Williams
3607 Valentine Way
Naples, FL 34119

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Sent To
Mary Jane Couzens
16 Stratford Rd.
White Plains, NY 10605

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<input checked="" type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	
Total Postage and Fees	\$8.56	

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Sent To
Nancy P. Harwood
43 BARONS Way
Brewster, MA 02631

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Amesbury, MA 01912

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
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Hickok Bnew Realty Trust
464 Main St.
Amesbury, MA 01913

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	
Total Postage and Fees	\$8.56	

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Sent To
Brewster Cons. Trust
36 Red Top Rd.
Brewster, MA 02631

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<input checked="" type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	
Total Postage and Fees	\$8.56	

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Sent To
Brewster Pk Club c/o S. Munn
P.O. Box 1291
Brewster MA 02631

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instruction

9589 0710 5270 0433 0361 76

Orleans, MA 02653

\$4.35 0173 25

\$3.55
\$0.00
\$0.00
\$0.00
\$0.00

Postage \$0.66

Total Postage and Fees \$8.56

08/23/2023

Sent To
Robert/Cheryl Dolan
P.O. Box 1722
Orleans, MA 02653

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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For delivery information, visit our website at www.usps.com®.
Sundown, NH 03873

Certified Mail Fee \$4.35 0173 25

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$3.55
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$8.56

08/23/2023

Sent To
Steven Todd/Cynthia Todd Bickell
24 Holmeswood Dr.
Sundown, NH 03873

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0433 0361 54

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Brewster, MA 02631

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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$8.56

08/23/2023

Sent To
Byfield Contway, LLC
19 Byfield Contway
Brewster MA 02631

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0433 0361 30

Brewster, MA 02631

\$4.35 0173 25

\$3.55
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\$0.00
\$0.00
\$0.00

Postage \$0.66

Total Postage and Fees \$8.56

08/23/2023

Sent To
Town of Brewster
2198 Main St.
Brewster, MA 02631

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instruction

9589 0710 5270 0433 0361 61

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Hanover, MA 02339

Certified Mail Fee \$4.35 0173 25

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$3.55
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$8.56

08/23/2023

Sent To
Jon/ Ellen Gazot is
24 Meadow Dr.
Hanover MA 02339

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instruction

9589 0710 5270 0433 0361 47

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Winchester, MA 01890

Certified Mail Fee \$4.35 0173 25

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$3.55
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$8.56

08/23/2023

Sent To
Peter/ Stacy Day
225 High St.
Winchester, MA 01890

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

First-Class Mail® Letter \$0.66
 Brewster, MA 02631
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0361 54
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3504 18
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Concord, MA 01742
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0361 09
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3504 16
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Naples, FL 34119
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Mon 08/28/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 24
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3560 43
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Lexington, MA 02420
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 31
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3560 29
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Brewster, MA 02631
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0363 69
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3560 36
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Lexington, MA 02420
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 86
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3559 78
 Total \$8.56

Affenwurstfischl abutter
 Notification - N2363



LEXINGTON
 1861 MASSACHUSETTS AVE
 LEXINGTON, MA 02420-9995
 (800)275-8777

08/23/2023 04:02 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.66
Brewster, MA 02631			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Fri 08/25/2023			
Certified Mail®			\$4.35
Tracking #: 9589 0710 5270 0433 0361 30			
Return Receipt			\$3.55
Tracking #: 9590 9402 8191 3030 3504 30			
Total			\$8.56

First-Class Mail® Letter	1		\$0.66
Winchester, MA 01890			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Fri 08/25/2023			
Certified Mail®			\$4.35
Tracking #: 9589 0710 5270 0433 0361 47			
Return Receipt			\$3.55
Tracking #: 9590 9402 8191 3030 3504 23			
Total			\$8.56

First-Class Mail® Letter	1		\$0.66
Hanover, MA 02339			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Fri 08/25/2023			
Certified Mail®			\$4.35
Tracking #: 9589 0710 5270 0433 0361 61			
Return Receipt			\$3.55
Tracking #: 9590 9402 8191 3030 3504 09			
Total			\$8.56

First-Class Mail® Letter	1		\$0.66
Sandown, NH 03873			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Fri 08/25/2023			
Certified Mail®			\$4.35
Tracking #: 9589 0710 5270 0433 0361 85			
Return Receipt			\$3.55
Tracking #: 9590 9402 8191 3030 3503 86			
Total			\$8.56

First-Class Mail® Letter	1		\$0.66
Orleans, MA 02653			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 08/25/2023			
Certified Mail®			\$4.35
Tracking #: 9589 0710 5270 0433 0361 78			
Return Receipt			\$3.55
Tracking #:			

Letter
 Naples, FL 34119
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Mon 08/28/2023
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3503 62
 Certified Mail® \$4.35
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Amesbury, MA 01913
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0361 92
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3503 79
 Total \$8.56

 Grand Total: \$154.08

Credit Card Remit \$154.08
 Card Name: VISA
 Account #: XXXXXXXXXXXX1508
 Approval #: 04149G
 Transaction #: 467
 AID: A0000000031010 Chip
 AL: VISA CREDIT
 PIN: Not Required CAPITAL ONE VISA

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or call 1-800-410-7420.

 UFN: 240007-0173
 Receipt #: 840-50200071-1-7494819-2
 Clerk: 25

Yarmouth Port, MA 02675
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 93
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3559 61
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Brewster, MA 02631
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 79
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3559 85
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Brewster, MA 02631
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 48
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3560 12
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 White Plains, NY 10605
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Sat 08/26/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 55
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3560 05
 Total \$8.56

First-Class Mail® 1 \$0.66
 Letter
 Brewster, MA 02631
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 08/25/2023
 Certified Mail® \$4.35
 Tracking #: 9589 0710 5270 0433 0360 62
 Return Receipt \$3.55
 Tracking #: 9590 9402 8191 3030 3559 92
 Total \$8.56



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2023

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

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

Producer Innovative Risk Solutions Insurance Agency, LLC 31 Thompson Road, Suite 5, PO BOX 777 Webster, MA 01570	CONTACT NAME: Thomas Durkin PHONE (A/C No. Ext): 978-815-6409 E-MAIL ADDRESS: tdurkin@irsia.com		FAX (A/C, No): 978-923-7986
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SumCo Eco-Contracting, LLC 2 Centennial Drive Ste 4D Peabody MA 01960	INSURER A: Allmerica Financial Benefits Ins		41840
	INSURER B: Colony Insurance Company		39993
	INSURER C: Hanover Insurance		22292
	INSURER D: Starr Indemnity & Liability Company		38318
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** Cert ID 14186 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL-POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	FDN-D241085-06	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION/OCC: \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MA: AWN-D241203-06 NJ: AWN-H414508-03	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC306998	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHN-D902868-04	05/12/2023	05/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	Y	Y	PACE306997-05	05/01/2023	05/01/2024	Each Occurrence \$ 1,000,000
D	Inland Marine	Y	Y	ITN100065274523	05/01/2023	05/01/2024	Leased or rented equipment \$ 1,900,000

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

The Town of Brewster, MA is included by contract as additional insured on a primary and non-contributory basis. Waiver of subrogation applies on all policies.
 Project: Town Landing Use for Pfannenstiehl Project (Saints Landing) Brewster, MA

CERTIFICATE HOLDER Town of Brewster 2198 Main Street Brewster, MA 02631	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WRITTEN NOTICE WILL BE DELIVERED WITHIN 30 DAYS PER ACCORDANCE TO THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Thomas P. Durkin</i> Thomas P. Durkin



Town of Brewster

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

MEMORANDUM

TO: Select Board
FROM: Griffin Ryder, Director of Public Works
Conor Kenny, Town Project Manager
RE: MassDOT Shared Streets and Spaces Grant Application
DATE: September 26, 2023

We respectfully request that the Select Board vote to authorize the submission of an application for \$250,000 under the above-referenced grant program for FY24. The Shared Streets and Spaces Grant Program is administered by the Massachusetts Department of Transportation (MassDOT). The program provides funding to municipalities and public transit authorities to quickly implement improvements to plazas, sidewalks, curbs, streets, bus stops, parking areas, and other public spaces in support of public health, safe mobility, and strengthened commerce. Further program details about this new grant opportunity are included in the Select Board's October 2 meeting packet.

The grant would provide funding for the purchase of a multi-purpose tractor (trackless machine) for the Department of Public Works. The purchase of this equipment would allow the Department of Public Works to maintain sidewalks and sidewalk buffers throughout Town. Staff would be able to perform snow and ice removal and mow along sidewalks across Town. The most recent quote from CN Wood Enviro LLC is for \$235,900, but we have been informed by the vendor that the price will increase by roughly 5% from January 2024.

Mass.gov[\(1\) > Massachusetts Department of Transportation \(/orgs/massachusetts-department-of-transportation\)](#) > [Shared Streets and Spaces Grant Program \(/shared-streets-a](#)

Program Overview - Shared Streets and Spaces Grant Program

A funding program that supports quick-launch improvements to public health, safe mobility, and strengthened commerce. Every municipality and public transit authority is eligible to apply.

Overview

The Shared Streets and Spaces Grant Program is administered by the Massachusetts Department of Transportation (MassDOT). The program provides funding to municipalities and public transit authorities to quickly implement improvements to plazas, sidewalks, curbs, streets, bus stops, parking areas, and other public spaces in support of public health, safe mobility, and strengthened commerce.

Since its start in June of 2020, the Shared Streets and Spaces Grant Program has awarded a total of \$50 million dollars to 228 municipalities and seven transit authorities to implement 494 projects. Funded projects have ranged widely from dedicated bus lanes and road diets to parklets and bikeshare stations. Shared Streets and Spaces has helped municipalities to reconceive their streets not only as thoroughfares for vehicles but as civic spaces with a range of uses for all of us, no matter our age, ability, or preferred ways of getting around.

Municipalities and transit authorities are wholly responsible for the implementation of funded projects. This includes any public engagement or notification about the project, concurrence with any state or local historical or environmental commissions, as well as for adhering to any local and state regulations pertaining to the advertisement and hiring of consultants or construction contractors. Unless work is being conducted by municipal staff, all work must be conducted by a MassDOT prequalified firm or contractor. Materials purchased using funds from this program become the property of the municipality. Funding provided by the Shared Streets and Spaces program does not change the control or ownership of any municipal roadway.

All projects funded during the Fiscal Year 2024 grant round must be completed by December 31, 2025. Projects that can be implemented sooner will be prioritized. It is anticipated that Fiscal Year 2024 awardees will receive formal Notice to Proceed from MassDOT by Spring 2024. The maximum grant funding limit across all project types is \$250,000. All Commonwealth municipalities and public transit authorities – including those that have received Shared Streets and Spaces grants in the past – are eligible to apply.

All awarded applicants are required to submit progress reports provided by MassDOT. Upon project completion, submittal of a final report and photographs is required. Please refer to our [tips for project photos guidance \(/info-details/tips-for-shared-streets-project-photos\)](#) for taking quality before and after photos of your project.

Program deadlines

Application Deadline	Award Notification Date	Project Implementation Deadline
October 31, 2023	2 – 3 months	December 31, 2025

Application details

Municipalities may submit only one application per funding round and may only be awarded one grant. As such, it is important that municipal departments communicate with each other and only submit their priority application. Municipalities may also work together to propose cross-municipality projects, provided one municipality acts as the lead applicant. School districts may not apply directly for funding; applications must be submitted by municipal staff or officials.

The application is a fillable online form that collects information about the applicant municipality or transit authority and the proposed project. The applicant must demonstrate how the project relates to the goals of the Shared Streets and Spaces Program and detail the project's implementation plan and timeline. The applicant must submit a project budget using the standard [MassDOT template \(/doc/preliminary-estimate-form/download\)](#) and any other supplemental information necessary to review the application.

It is also required at the time of application for a municipality or transit authority to understand ownership over the proposed infrastructure and detail whether any right of way acquisitions, easements, or use licenses are required. Applicants are also required to demonstrate any public engagement that has been conducted related to the proposed project.

Applications can be submitted online by visiting the [How to Apply \(/how-to/how-to-apply-shared-streets-and-spaces-grant-program\)](#).

Project eligibility

Every municipality and public transit authority in the Commonwealth is eligible to apply for funding. A municipality may submit one application and may only be awarded one grant per funding round. Applicants may also submit packages of identical improvements, such as bike share stations in different locations or multiple bus shelters. Recipients of prior Shared Streets and Spaces awards are required to demonstrate that all funds have been fully expended or programmed before applying for additional funding.

Applicants must demonstrate that proposed projects can be implemented by December 31, 2025, in order to be considered eligible. Projects that require considerable design work or substantive roadway reconstruction may be better suited for other programs, such as the [MassDOT Complete Streets Funding Program \(https://gis.massdot.state.ma.us/completestreets\)](#) or [MassWorks \(/info-details/massworks-infrastructure-program\)](#).

Any improvements funded through this program must be fully compliant with applicable state and federal laws related to access by persons with disabilities and may not remove or disrupt existing transit service or bicycle and pedestrian accommodations.

Projects must be located on municipally owned property that is accessible to the public. Program funds may not be utilized for the acquisition of property or right of way.

This program does not fund design work related to an awarded project. Cost estimates must follow MassDOT's standard allowances for the following items:

- Construction contingency: not to exceed 10%
- Traffic police: not to exceed 5%
- Construction engineering/oversight: not to exceed 15%
- Mobilization: not to exceed 3%

Municipalities may propose projects on MassDOT-owned roadways; however, these projects are subject to [MassDOT State Highway Access permitting regulations \(/state-highway-access-permits\)](#). It is recommended that a municipality discuss a proposed project on a MassDOT roadway with their MassDOT District before submitting an application.

Projects must align with the program goals of supporting public health, safe mobility, and strengthened commerce. In general, successful projects are those that can be implemented quickly, flexibly, at relatively low cost, and that have demonstrated community support. Unlike previous rounds, project types have no set grant award limit and all project types are eligible for up to \$250,000. This is a quick-build grant program focused on projects that are easily implementable. Applicants should only apply for projects that fit within the grant maximum of \$250,000. Larger projects that are more likely to require more substantive design and public process may not be a good fit for this program. Eligible project elements are broad but must include elements from at least one of the project types listed below.

- **Bikeshare Equipment** – Support the capital costs and operating expenses for new bikeshare programs around the Commonwealth. Example interventions include:
 - Purchase of bicycles
 - Docks/stations
 - Locks
 - Kiosks/terminals
 - Minor construction to install bike racks and rental kiosks including concrete pads or small changes to curbing
 - Operating costs including software, licensing, insurance, yearly maintenance not to exceed beyond 3 years or the overall grant limit
- **Bicycle and Pedestrian Infrastructure** – Make biking and walking a safe, comfortable, and convenient option for everyday trips. Example interventions include:
 - New or significantly widened sidewalks
 - New or improved pedestrian crossings

- Such as new paint, shortened crossings, better ramps, or refuge islands
 - Pedestrian signal upgrades at intersections or mid-block crossings
 - Such as Leading Pedestrian Intervals, Rectangular Rapid Flashing Beacons, or HAWK signals.
Note: Modified traffic signals require plans stamped by a registered Professional Engineer
 - Bike lanes
 - On-road or off-road, with a preference for separated or protected
 - Note: Sharrows are not considered a safe bicycle facility
 - Trails or shared use paths connections
 - Larger trail projects or shared used paths may be better suited for the [MassTrails Grant Program \(/guides/masstrails-grants\)](#)
 - At-grade rail crossing improvements for bicyclists and pedestrians
 - Bicycle parking
 - Bicycle racks
 - For guidance on adequate, secure, and convenient options for bicycle parking infrastructure, please review the [City of Boston's Bicycle Parking Guidelines \(January 2021\)](#) (https://www.boston.gov/sites/default/files/file/2022/02/Bike Parking Guidelines_v2.1_0.pdf) and [NACTO's Bicycle Parking Guidance](#) (<https://nacto.org/publication/transit-street-design-guide/station-stop-elements/stop-elements/bike-parking/>).
 - Bicycle repair stations
 - Pedestrian or bicyclist lighting
 - Pedestrian or bicyclist wayfinding
 - Including safety/directional signage for pedestrians and bicyclists (must describe where and how it will be used)
 - Bicycle-friendly drain grates
 - Snow removal equipment for pedestrian and bicyclist facilities
 - Speed feedback signs
- **Transit Supportive Infrastructure** - Establish new facilities for public buses, including but not limited to dedicated bus lanes, traffic signal priority equipment, and bus stop improvements. Example interventions include:
 - Dedicated bus or bus/bike lanes
 - Transit service improvements
 - Such as traffic signal prioritization equipment
 - Transit station/stop access improvements
 - Such as shelters, lighting, signage, or repairs
- **Outdoor Programming** – Repurposing streets, plazas, sidewalks, curbs, and parking areas to facilitate seasonal outdoor activities and programming. If enclosing an area for seasonal outdoor activities adjacent to active vehicular traffic without a raised curb or other meaningful separation, barrier materials must be

appropriate to the level and speed of the vehicular traffic. Projects under this category must meet ADA/AAB requirements (for routes, tables, and seating, etc.) and be allowed under local jurisdiction. Example interventions include:

- Repurposed and/or expanded portions of streets, curbs, and/or sidewalks to create more safe space for people to walk and bike, retail activity, dining, and community programming
- Repurposed parking areas (on- and off-street) for walking, biking, recreation, outdoor seating, retail and/or dining
- Heaters, tents, tables and chairs, lighting, and other equipment to support outdoor programming that is part of a larger project proposed to transform transportation infrastructure
- **Ineligible Project Types and Costs**
 - Projects that cannot be implemented and operational by December 31, 2025
 - Project costs incurred prior to the issuance of a Notice to Proceed from MassDOT
 - Brick or other types of decorative sidewalks or crosswalks
 - Items that are not directly related to bicycle and pedestrian improvements such as traffic signals, roadway snow plows, etc.
 - Funding to seed municipally administered grant programs
 - Projects on private property
 - Projects that detour or suspend public transit service
 - Projects that impede travel by people with disabilities or violate the Americans with Disabilities Act or the requirements of the Massachusetts Architectural Access Board, even temporarily
 - Projects that remove or impede access to existing bicycle or pedestrian facilities, even temporarily
 - Construction contingency that exceeds 10%, traffic police that exceeds 5%, construction engineering/oversight that exceeds 15%, and mobilization that exceeds 3%
 - Costs of propane for outdoor heaters, including the costs of ongoing propane contracts
 - Pavement resurfacing is not an eligible expense unless it is being done in order to provide for the striping of bicycle lanes or other meaningfully different uses of a roadway
 - Projects that cost well beyond the \$250,000 grant limit and are unlikely to be implemented in a timely manner. Larger projects may be better suited for other funding sources.

Selection Criteria

Selection of projects is based on need and merit. The Shared Streets and Spaces Program will prioritize applications that meet the following criteria:

- Applicants that have never received a Shared Streets and Spaces award
- Projects located in a Census Block Group identified as an Environmental Justice Community
- Projects located in a rural community
 - Please refer to the [GeoDOT Urban Boundaries](#)

<https://geo-massdot.opendata.arcgis.com/datasets/urban-boundaries-2010/explore?location=42.288997%2C-71.993384%2C8.82>

map to determine which communities fall outside of designated urban areas

- Projects that support safe travel to schools, including safe walking, bicycling, and pick-up/drop-off areas within two miles of schools or other facilities for children
- Projects that support safe routes for seniors, including safe walking and bicycling facilities within one mile of senior centers, housing for elders, and travel corridors used by seniors
- Projects that improve pedestrian and bicyclist access within one mile of transit facilities
- Projects that connect to or are located within one mile of transit-oriented development
- Projects in communities that have [Housing Choice designation](/info-details/housing-choice-designation) (</info-details/housing-choice-designation>)
- Projects that demonstrate community support through specific public involvement activities

Project implementation

Municipalities and transit authorities are entirely responsible for the implementation of an awarded Shared Streets and Spaces project. Before any work begins, **awardees will enter into a contract with MassDOT for the completion of an approved project.** MassDOT will gather all necessary information from the award recipient to initiate the contract shortly after award notification is sent. The contract will include the approved scope and budget, as well as a deadline for project implementation. Work may only commence after the Notice to Proceed (NTP) for the contract is issued by MassDOT.

If approved work cannot be conducted by the deadline listed in the contract, the municipality or transit authority must alert MassDOT as soon as possible but at a minimum of 60 days before contract expiration. Contract extensions may be provided on a case-by-case basis with proper justification. However, extensions are not guaranteed, and awardees should work to implement projects under the originally approved timeframe. Any work conducted after contract expiration is not eligible for reimbursement and that funding may no longer be available to the municipality/transit authority.

If a project can no longer be implemented as originally approved, the awardee must reach out to MassDOT to discuss a possible change in scope. Any scope changes must be approved by MassDOT and incorporated into the award contract via an amendment. Scope changes are not guaranteed, and agreements may be nulled at MassDOT discretion if projects can no longer be implemented as originally approved.

The Shared Streets and Spaces Program provides funding on a reimbursement basis. In order to receive award funds, recipients must submit a [Reimbursement Request](/doc/reimbursement-request/download) (</doc/reimbursement-request/download>), [Payroll \(600\) Form](/doc/payroll-600-form/download) (</doc/payroll-600-form/download>) (if necessary), [List of Materials \(545 Form\)](/doc/list-of-materials-454-form/download) (</doc/list-of-materials-454-form/download>) and required supporting documentation via email to their District State Aid Engineer after expenses are incurred. The forms can be found on the [State Aid Reimbursable Program Form page](/lists/state-aid-reimbursable-program-forms) (</lists/state-aid-reimbursable-program-forms>), as well as up-to-date State Aid Engineer contact information. Once all necessary information has been provided, MassDOT will process the payment electronically to the account set up specifically for this purpose. This reimbursement process is the same as that used for Chapter 90 and Complete Streets Funding Program projects.

Projects may be implemented by municipal staff. If hiring consultants or contractors to conduct the work, municipalities must adhere to all applicable local and state regulations related to the implementation of a

project, including the advertisement and award of a contract to complete approved work. All work using \$50,000 or more of state funding must be conducted by a MassDOT prequalified firm or contractor.

Applicant municipalities must secure all necessary local approvals, including but not limited to planning boards, historical or conservation commissions, relevant public safety entities, and other municipal bodies before work begins. Projects proposed on MassDOT-owned roads require a Highway Access Permit before any work begins. More information on how to apply can be found on the [Highway Access Permit page \(/state-highway-access-permits\)](#).

Reporting requirements

Awardees are required to submit a final report provided by MassDOT in addition to before and after photos. Failure to submit the [required final report and photos \(/info-details/tips-for-shared-streets-project-photos\)](#) may result in the entity being ineligible for reimbursement or additional funding in future award rounds.

Fiscal year 2023 awardees can utilize the [Shared Streets and Spaces FY23 Final Report \(/forms/shared-streets-and-spaces-fy23-final-report\)](#) for their project close-out.

Program questions

Who can apply for this grant?

Only Massachusetts municipalities and public transit authorities may apply.

Can engineering and design services for eligible projects be funded, or is funding only for construction?

This program does not fund design work related to an awarded project. Cost estimates must follow MassDOT's standard allowances for the following items:

- Construction contingency: not to exceed 10%
- Traffic police: not to exceed 5%
- Construction engineering/oversight: not to exceed 15%
- Mobilization: not to exceed 3%

Can this grant be retroactively applied to the costs of work already done?

No. Project costs incurred prior to the issuance of an award under this program are not considered eligible expenses.

Can municipalities or transit authorities submit more than one application?

Only one application may be submitted per entity per grant round.

Can a municipality receive more than one grant?

No.

Are improvements on state-owned right of way eligible through this program?

MassDOT will consider the inclusion of roadways owned or controlled by MassDOT or by the Department of Conservation and Recreation. Applicants are strongly encouraged to begin the access permit approval process with their Highway District Office prior to applying for a MassDOT grant. More information on how to apply for a permit can be found on the [MassDOT State Highway Access Permit webpage \(/state-highway-access-permits\)](#). Nothing about this program will change the control or ownership of any municipal roadway.

Is MassDOT still providing technical assistance support to municipalities?

Our partner, Barr Foundation, is no longer available to assist with application development and implementation.

What are the best practices for evaluating the success of my project?

We encourage municipalities and RTAs to utilize the Barr Foundation's [evaluation toolkit \(https://issuu.com/barrfdn/docs/measuring_quick_and_creative_street_projects\)](#) for measuring the impact of their quick and creative street projects.

Can Shared Streets and Spaces work be performed by municipal Public Works personnel or other municipal staff (as opposed to requiring an outside contractor)?

Yes.

My application was approved. What is our next step?

Before any work begins, municipalities and transit authorities will enter into a contract with MassDOT for the completion of an approved project. MassDOT will gather all necessary information from the recipient to initiate the contract shortly after award notification is sent. The contract will include the approved scope and budget, as well as a deadline for project implementation. Work may only commence after the Notice to Proceed for the contract is issued by MassDOT.

How do we receive award funds?

The Shared Streets and Spaces Program provides funding on a reimbursement basis. This means that municipalities and transit authorities will request funds from MassDOT after costs have been incurred. In order to receive award funds, awardees must submit a Reimbursement Request, Payroll (600) Form (if necessary), List of Materials (545 Form) and required supporting documentation via email to their District State Aid Engineer. The forms can be found on the State Aid Reimbursable Form page as well as up-to-date State Aid Engineer contact information.

How do I request reimbursement for approved expenditures?

- The Shared Streets and Spaces Program provides funding on a reimbursement basis instead of up-front payments that were provided in the past. In order to receive award funds, award recipients must submit a [Reimbursement Request \(/doc/reimbursement-request/download\)](#), [Payroll \(600\) Form \(/doc/payroll-600-form/download\)](#) (if necessary), [List of Materials \(545 Form\) \(/doc/list-of-materials-454-form/download\)](#) and required supporting documentation via email to their District State Aid Engineer after expenses are incurred. The forms can be found on the [State Aid Reimbursable Form page \(/lists/state-aid-reimbursable-program-forms\)](#) as well as up-to-date State Aid Engineer

contact information. This reimbursement process is the same as that used for Chapter 90 or Complete Streets Funding Program projects.

- The [Reimbursement Request \(/doc/reimbursement-request/download\)](/doc/reimbursement-request/download) collects basic project information, as well as how much money was approved, how much has been spent to date, and how much is currently being requested for reimbursement. This form must be signed by the appropriate municipal staff.
- The [Payroll \(600\) Form \(/doc/payroll-600-form/download\)](/doc/payroll-600-form/download) is used to record personnel time on Chapter 90 projects. This form only needs to be used if the municipality is requesting reimbursement for municipal employee labor costs.
- The [List of Materials \(HED 454\) \(/doc/list-of-materials-454-form/download\)](/doc/list-of-materials-454-form/download) is a detailed list of materials purchased for the project. This must accompany the reimbursement request.
- When applicable, the municipality or transit authority will also provide the [Summary of Bids Form \(/doc/massdot-apparent-3-lowest-bidders-form/download\)](/doc/massdot-apparent-3-lowest-bidders-form/download). In addition to these forms, municipalities will also need to submit invoices or receipts for the costs incurred as applicable. For this reason, it is very important to maintain organized records of work performed or materials purchased during project implementation.

Why does MassDOT no longer provide up-front payments for this program?

Shared Streets and Spaces grants are now reimbursement based. Similar to our other grant programs, this ensures MassDOT is adequately able to track project spending and progress in order to meet fiscal reporting requirements. Spending reports from prior program years have also indicated that immediate up-front payments to awardees are not necessary.

We can no longer implement our project by the program deadline. What do we do?

If approved work cannot be completed by the deadline listed in the contract, the recipient must alert MassDOT as soon as possible but at a minimum of 60 days before contract expiration. Contract extensions may be provided on a case-by-case basis with proper justification. However, extensions are not guaranteed, and awardees should work to implement projects under the originally approved timeframe. Any work conducted after contract expiration is not eligible for reimbursement and may no longer be available to the municipality/transit authority.

One or more of the elements of my approved Shared Streets and Spaces project was not able to be implemented. Can we change the scope to accomplish something else?

If a project can no longer be implemented as originally approved, the awardee must reach out to MassDOT to discuss a possible change in scope. Any scope changes must be approved by MassDOT and incorporated into the award contract via an amendment. Scope changes are not guaranteed, and agreements may be nulled at MassDOT discretion if projects can no longer be implemented as originally approved.

Can I reallocate any leftover funds towards a different project?

No. Funds may only be allocated towards expenses included in the originally approved scope of work. Any other costs are not eligible to be reimbursed.

Do I need to use my town's existing suppliers and contractors for the Shared Streets and Spaces project? Or can I source my own materials through alternative suppliers?

A municipality may source approved materials and labor through existing or alternative suppliers or contractors. However, all applicable local and state bidding and procurement rules must be followed.

What are the reporting requirements for this grant?

Award recipients are required to complete a final grant report including before and after photos via an online form provided by MassDOT. Failure to submit the report and [before and after photos](#) (</info-details/tips-for-shared-streets-project-photos>) when required could result in delay of receipt of funds.

Can MassDOT provide any additional funding for my Shared Streets and Spaces project if it runs over budget?

Unfortunately, no.

Does MassDOT have a list of approved suppliers and contractors that I can consult?

- Unless work is being conducted by municipal staff, the use of MassDOT Prequalified consultants or horizontal construction contractors is required for any work involving more than \$50,000 of state funding.
- Applicants may find it helpful to consult the [State Contract Guide](#) (http://www.mapc.org/wp-content/uploads/2020/06/StateContract_Guide.pdf) developed by the Metropolitan Area Planning Council (MAPC) for frequently used materials. Please contact Alison Felix, Senior Transportation Planner at MAPC, at afelix@mapc.org (<mailto:afelix@mapc.org>) with questions. Alison can also assist municipalities located outside of the MAPC region and may be able to negotiate a better price.

I have received a Shared Streets and Spaces grant and have additional questions about how to proceed. Is there someone I can talk to?

Yes! Please email sharedstreets@dot.state.ma.us (<mailto:sharedstreets@dot.state.ma.us>) and we will arrange a time to speak with you.

Contact

Shared Streets and Spaces Grant Program

Online

Contact Us sharedstreets@dot.state.ma.us (<mailto:sharedstreets@dot.state.ma.us>)

Address

10 Park Plaza, Boston, MA 02116

[Directions](https://maps.google.com/?q=10+Park+Plaza%2C+Boston%2C+MA+02116) (<https://maps.google.com/?q=10+Park+Plaza%2C+Boston%2C+MA+02116>)



C.N. Wood Enviro, LLC

Sale Standard Terms and Conditions

These Sale Standard Terms and Conditions shall be effective upon the completion of an Invoice, Sales Order, Purchase Order or other documentation evidencing agreement to the sale of a product or service (collectively, "Purchase Order") pursuant to these terms, and are incorporated by reference into any sale or proposed sale of products by C.N. Wood Enviro, LLC ("Company") and the customer identified on any such Purchase Order ("Customer"). Any and all exhibits and Purchase Orders are incorporated by reference into these Terms and Conditions (collectively, this "Agreement"). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. General. The sale of any equipment, goods, or products (collectively, "Products") or the sale of services by Company is expressly conditioned on Customer's assent to this Agreement. Any acceptance of Company's offer is expressly limited to acceptance of this Agreement and Company expressly objects to any additional or different terms proposed by Customer. Any order of Product or services and Company's delivery of Product or performance of services shall constitute Customer's assent to this Agreement. Unless otherwise specified in a Purchase Order, Company's price quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Company before receipt of Customer confirming acceptance. All Purchase Orders are not final until subsequent acceptance by Company at its home office in Woburn, Massachusetts.

2. Prices. Unless otherwise provided in this Agreement, prices listed do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Customer shall pay all license fees, sales, use, service use, personal property and excise taxes, and any other fees, assessments or taxes which may be assessed or levied by any national, federal, state, provincial or local government, and any departments and subdivisions thereof, as a result of Customer's order and purchase of Company's Product or services. Export orders may be subject to other special pricing. Company reserves the right to accept or reject any order.

3. Payment. Unless otherwise expressly provided, payment will be due at the time of delivery of the Product. No deductions are allowed for liquidating damages, back charges, retainage, set-off or start up. In the event that collection efforts are required to be instituted in order to collect monies under the terms of this Agreement, the Customer agrees to pay all costs incurred through all collection efforts, including, but not limited to, attorney's fees and costs to repossess any Product sold to Customer.

If Customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Company's credit terms, or fails to supply adequate assurance of full performance to Company within a reasonable time after requested by Company (such time as specified in Company's sole discretion), Company may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue a collection action (which action shall include, without limitation, payment of attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. Company further reserves the right to charge Customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law.

4. Financing. Financing may be available from third parties for the purchase of Product or services from Company. THE COMPANY DOES NOT PROVIDE FINANCING AND ANY FINANCING RATES, TERMS AND CHARGES ARE SUBJECT TO RATES, TERMS AND CHARGES NEGOTIATED BY CUSTOMER WITH A THIRD-PARTY FINANCIAL INSTITUTION OR OTHER FINANCIER. Any financing information, including but not limited to projected payments, financing offers, terms rates, or charges, are provided by Company for informational purposes only and nothing contained herein constitutes financial advice or an offer to finance the Product or services by the Company or any third-party. Company does not guarantee the availability of financing and financing is subject to approval by a third-party financial institution or financier.

5. Credit History. As part of this transaction, Company may investigate Customer's credit history. Company reserves the right to cancel and terminate any Purchase Order if it reasonably believes that there is any risk of nonpayment or Company otherwise deems itself insecure with respect to any payments to be made by Customer prior to delivery of the Product or performance of the services specified in this Agreement.

6. Shipping. Shipping dates are approximate and based on prompt receipt of all necessary information by Company. Company will not be liable for delays in manufacture or delivery or additional costs or expenses that may arise from causes beyond Company's reasonable control. All Products are shipped at Customer's risk, F.O.B. Company's facilities, with transportation charges to be paid by Customer. Customer shall be solely responsible for, and shall pay, all freight, insurance and handling charges in connection with the delivery of Company Products from Company's facilities to the location specified by Customer and Company is not responsible for Product damaged or lost in transit. In the event the Product are shipped directly from the manufacturer to Customer, product are shipped at Customer's risk, F.O.B. manufacturer's facility. When shipped directly from manufacturer to Customer, Customer shall be solely responsible for, and shall pay, all freight, insurance and handling charges in connection with the delivery of Company Products from Company's facilities to the location specified by Customer and neither Company nor manufacturer are responsible for Product damaged or lost in transit.

7. Security. To secure the payment and performance of all indebtedness and obligations of Customer to Company arising out of, or in connection with, the sale of any Product or services by Company to Customer, Customer grants to Company a purchase money security interest in all Product sold to Customer by Company, until such time as the purchase price (including principal, interest, and any late fees) is paid in full to Company, and such security interest shall extend to all cash proceeds, promissory notes, and products of the sale, rental, lease or other disposition of such Product (the "Collateral"). Customer will, at the cost of Customer, and without expense to Company, do, execute, acknowledge and deliver to Company all and every such security agreement, financing statement, assignment or other writing that Company may, from time to time, reasonably deem necessary or appropriate to create, perfect, continue perfected, protect and collect the Collateral and Company's title to, security interest in and lien upon the Collateral or which Customer may be or may hereafter become bound to convey or assign to Company, or for carrying out the intention of facilitating the performance of the terms of this Agreement ("Security Instrument"). Customer, on demand, will execute and deliver any Security Instrument demanded by Company in its sole discretion, and in the event it shall fail to so execute and deliver any such Security Instrument at the time, Customer hereby authorizes Company to file, and hereby appoints Customer as Customer's agent and attorney to sign and cause to be filed any Security Instrument that Company may reasonably deem necessary or appropriate to create, perfect, continue perfected, protect and collect the Collateral and Company's title to, security interest in and lien upon the Collateral. Customer grants to Company an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Company at law and in equity, including, without limitation, such rights and remedies available to Company pursuant to this Agreement, including this Section 7 and Section 8. Customer acknowledges that its right to lease or rent any Product is subject to Company's security interest and the terms of any security agreement executed by Customer and delivered to Company, if any.

8. **Failure of Payment.** If Customer fails to make payment in full or in part when due, Company shall have the right at Company's election to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products or services immediately due and payable, (iii) withhold further deliveries, and/or (iv) convert the Customer's use of the Product to a standard Master Equipment Rental Agreement using the standard rental rates for the Customer's use of the Product from the date the Product was delivered to Customer. Company's rights for Customer's failure to pay shall not be limited by this Section, the rights described above shall be cumulative, and the exercise of any right or remedy shall not limit Company's right to exercise any other right or remedy available at law or herein.

If Company elects to proceed with an order after the suspension of performance, Company shall have an extension of time for performance as is necessitated by the suspension. Company shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products or services already delivered or in process. Customer shall reimburse Company for all costs of collection, including reasonable attorney's fees, costs, interest, and late fees, incurred as a result of Customer's failure to make payments when due.

9. **Insurance.** Until such time as the purchase price, plus all interest, late fees, and other penalties is paid in full to Company, Customer shall, at its own expense, obtain and maintain all risk general liability and property damage insurance covering any Products delivered under this Agreement, naming Company as an additional insured, in an amount at least equal to the Product's replacement value. Upon request of Company, Customer shall furnish certificates of such insurance listing the Company as an additional insured, which insurance may not be cancelled except on advance written notice to Company. At all times, the insurance required of Customer under this Agreement shall be primary to any applicable insurance carried by Company.

10. **Inspection.** All Product and services shall be finally inspected and accepted by Customer, and Customer shall make written claim for all visible or detectable defects or nonconformities within seven (7) days after delivery to Customer. Customer's failure to notify Company within the seven (7) day period will constitute a waiver of Customer's right to reject the Product for visible or detectable defects or nonconformities. Acceptance of Product by Customer shall also be deemed to have occurred if Customer uses the Product. There shall be no revocation of acceptance, except for invisible, non-detectable or latent defects or nonconformities which were not discovered by Customer which could not reasonably have been discovered prior to acceptance. Any collections, controls, inspections, tests and certificates requested by Customer shall be at Customer's expense.

11. **Returns.** No Product may be returned for any reason without Company's prior written consent (and then only under such terms and conditions as Company may specify). Company may decline to allow any claim, credit or refund for Products returned without such written consent. Without limiting the foregoing, non-standard Products (including Products which have been manufactured to Customer's specifications), are not returnable. Transportation, freight, assembly or disassembly costs for authorized returns will be returned solely at the expense of Customer unless Company otherwise agrees in writing. Authorized returns must be in new and/or unused condition, and may be subject to administrative or other charges determined by Company.

12. **Cancellation.** Unless otherwise agreed by Company in writing, orders are non-cancellable, and will not be subject to change or suspension by Customer. If Company agrees to cancel, change or suspend any order, it may impose administrative or other charges as determined by Company. If a requested change (inclusive of delivery date) or suspension is approved, Customer will send to Company an acknowledgement confirming the change or suspension and any additional charges, and the same will become part of this Agreement.

13. **Warranty.** For the sale of new Product, provided that Customer is not in default under its payment obligations, Company hereby assigns to Customer any warranties or guaranties provided by each manufacturer or each seller of each Product. THE FOREGOING WARRANTY BY COMPANY IS THE ONLY WARRANTY GIVEN BY COMPANY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND COMPANY PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY USED ITEM OF EQUIPMENT OR ANY PART SOLD BY COMPANY, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

14. **Limitation of Liability.** The liability of Company for any Product or services supplied by Company, whether in contract, in tort, in strict liability, or otherwise, shall not exceed the contract price or, if a particular product gave rise to, or is the subject of, the damage or liability claim, then the Company's liability shall not exceed the amount of the purchase price for that particular product which gave rise to, or is the subject of, the damage or liability claim. IN NO EVENT WILL COMPANY BE LIABLE IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE, TO CUSTOMER OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUES, LOSS OF USE, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF EQUIPMENT, COST OF CAPITAL, OR FOR FAILURE OR DELAY IN ACHIEVING ANTICIPATED PROFITS OR PRODUCTS.

15. **Indemnification.** Customer shall defend, indemnify and hold Company harmless from and against any claims brought by a third party arising from Customer's negligence, use or misuse, or intentional misconduct arising out of or attributable to the Customer's use of Company's Product or services, including but not limited to, claims of: (a) personal injury or death, or (b) physical damage to tangible personal or real property.

16. **Use.** Company is not responsible for Customer's use of the Product or services being sold under this Agreement. CUSTOMER SHALL OPERATE THE EQUIPMENT AND ALL PARTS THEREOF IN ACCORDANCE WITH THE EQUIPMENT'S OPERATIONS MANUAL, MANUFACTURER REQUIREMENTS, WARRANTIES AND PRODUCT MANUALS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL REQUIREMENTS PERTAINING TO THE RECHARGING OR RESTORATION PROCESSES OF THE EQUIPMENT'S EMISSIONS SYSTEMS, SELECTIVE CATALYTIC REDUCTION, DIESEL OXIDATION CATALYSTS OR DIESEL PARTICULATE FILTERS.

17. **Maintenance.** Unless otherwise stated in the Purchase Order or provided by the manufacturer, Customer shall at its own expense maintain all Products and services and pay the cost of all necessary repairs to the Products or services provided under this Agreement. Customer acknowledges that certain manufacturers require that the Company perform certain maintenance on specific products at specific intervals. If this Agreement provides for preventative maintenance to be provided by Company either as required by the manufacturer or agreed to be performed by Company, Customer shall notify Company of the need for such maintenance at the required intervals and allow Company access to the work site during regular work hours to perform all maintenance that the manufacturer requires the Company to perform or the Company agreed to perform. Customer shall not be entitled to any credit, payment or other compensation as a result of the down time of the Product caused by the maintenance of the Product. If Company is required to provide such maintenance outside of normal business hours, Customer shall pay the increased costs incurred by Company in performing such services.

18. Data Collection. Any Product being sold under this Agreement may be equipped with a manufacturer's tracking system that allows for the equipment location, usage and other machine information to be tracked, monitored and transmitted via global positioning systems, satellites and/or other means to the manufacturer, Company, or other third parties. By accepting the Product, Customer agrees to the use of such manufacturer's tracking system with respect to this Product while being used by Customer and Customer acknowledges that it shall have no right in any data collected. Customer agrees that any data collected may be used by manufacturer, Company or any third-party, as manufacturer, Company or any third-party shall each determine in their sole discretion. Customer is prohibited from disabling, disconnecting, interfering with, or using or attempting to gain access to the hardware or software which are part of any manufacturer's tracking system and from attempting to alter, modify, adapt, translate, decompile, copy, create a derivative work of, reverse engineer, reverse assemble or to discover any source code of the tracking system. Nothing in this Agreement conveys to Customer any rights in the manufacturer's tracking system or any related hardware or software.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter herein and supersedes all prior oral or written agreements or proposals to Customer.

20. Conflict of Terms. In the event, and to the extent, there is a conflict between the terms of these Terms and Conditions and the terms of any exhibit or any Purchase Order, the terms set forth on the exhibit or Purchase Order shall control. In the event, and to the extent, there is a conflict between the terms of any exhibit and any Purchase Order, the terms set forth on the Purchase Order shall control.

21. Waiver. No failure or delay on the part of either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

22. Assignment. Neither party may assign this Agreement or delegate any of its duties under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in its entirety without the other party's prior written consent to any present or future parent, subsidiary, or successor, or a purchaser of all or substantially all of its assets. Such acquiring party shall agree in writing to comply with and be bound by the assigning party's obligations under this Agreement.

23. Notice. All notices, communications and reports permitted or required by the provisions of this Agreement shall be in writing and will be deemed to have been given when delivered by personal service or sent by recognized overnight courier service to the addressee party at the following address:

If to COMPANY, to: C.N. Wood Enviro, LLC
200 Merrimac Street Woburn, MA 01801
Attn: Chief Financial Officer

If to CUSTOMER, to: Name and address on first page of this Agreement.

or to such other address or person as the addressee party may designate in writing from time to time in accordance with this paragraph. All such communication will be deemed to be effective on the earlier of (a) actual receipt or (b) if sent by courier service, on the second day following the date presented to the courier service for delivery to the other party.

24. Severability. In the event that any one or more of the provisions or parts of any provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

25. Governing Law. This Agreement and all amendments, modifications, alterations, exhibits, supplements, schedules, attachments and Purchase Orders of any kind now, previously or entered into by Customer with Company shall be governed by and construed and interpreted in accordance with the laws of the State for the location of Company at which this Agreement was submitted, without regard to conflict of laws rules.

26. Venue. With respect to any claim or action arising under this Agreement, Customer (a) irrevocably submits to the jurisdiction of the courts of the Commonwealth of Massachusetts located in the Middlesex or Suffolk Counties, and the United States District Court located in Boston, Massachusetts, and (b) irrevocably waives any objection which it may have at any time to the laying of venue of any suit arising out of or relating to this Agreement brought in any such court, and (c) irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

27. Force Majeure. Except for the payment obligations of Customer, neither party hereto shall be liable for their failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such party, including, without limitation, fire, flood, strike and any other industrial disturbance, failure of transport, accident, war, riot, insurrection, act of God or order of any governmental agency. In the event that any such contingency occurs which affects the performance of Company, Company may allocate delivery of its equipment and parts among its customers as it sees fit in its sole discretion and without liability to Customer, or any other party.

28. Headings: The headings in this Agreement have been added for the convenience of the parties and are not to be deemed a part of this Agreement.

29. Integration: This Agreement is the sole understanding and agreement of the parties with respect to its subject matter and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

30. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is subject to the approval and acceptance of Company evidenced by the execution of this Agreement through its authorized officer and shall not become binding upon Company until so approved, accepted and executed.

758039.1



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
RE: Serenity at Brewster Rental Increase Request
DATE: September 29, 2023

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 attached Regulatory Agreement directs the process for rental rates and rent increases. Rents shall not exceed 30% of the monthly adjusted income of an individual/family whose annual income does not exceed 80% of the Area median income adjusted for family size as determined by the US Department of Housing and Urban Development (HUD).

Section 2 requires that Elevation Financial Group file an annual report, including the proposed schedule of monthly rents and utility allowances for the affordable units, for approval by the Town and EOHLC (formerly DHCD). Any rental rate increases require the prior written approval of the Town and the Massachusetts EOHLC as well as at least 30 days prior written notice by the Developer to all affected tenants. The Town and EOHLC have 30 days to respond to a rental increase request. Additional requirements include that the Developer annually determine the eligibility of low and moderate income unit tenants and that this determination is reviewed by the municipality.

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 (as defined) and that the Low and Moderate Income Units have been maintained in a manner consistent with the Regulatory Agreement regulations and guidelines. This certification request will come before the Select Board after Serenity Apartments at Brewster has recertified and renewed the Low and Moderate Income unit leases.

Current request for discussion and action:

On September 29th, Elevation Financial Group sent the Brewster Select Board and EOHL the attached *Developer Request for Rental Rate Increase for the Low and Moderate Income SHI units*. Elevation Financial Group is requesting a rental increase of \$125 for each of the lease renewals of the Low and Moderate Income units. Additionally, rent increases of \$250 are requested for new move-ins. Representatives from Elevation Financial Group will be presenting this request at the October 2nd Select Board meeting.

The proposed affordable 'renewal' rent increases are between 9-10%; the proposed affordable 'new move-in' rents represent an 18-20% increase. All proposed Low to Moderate Income unit (affordable) rents are below the Regulatory Agreement maximum allowable 80% AMI rents. The proposed new move-in rent for a one-bedroom deluxe equals the maximum affordable 80% AMI rent for a studio apartment Barnstable County, \$1,611. The affordable renewal rents remain below Fair Market Rent (FMR) for Barnstable County (for example, \$1,401 for an efficiency and \$1,553 for a one-bedroom unit). However, the proposed increase places the rents for the Low to Moderate Income new move-in units above Barnstable FMR. Upon request, Housing Assistance Corporation (HAC) stated that currently HAC is using 120% FMR as a rent limit for Section 8 vouchers. All of the proposed affordable unit rental rates, for both renewal and new move-in, would remain under this 120% FMR threshold.

Few seniors have an income at or close to the 80% AMI level. To address such issues, it is not uncommon in affordable deed riders for maximum prices to be set to be affordable at 70% AMI instead of at 80% AMI. Rent limits at 70% AMI would be \$1,410 for a studio and \$1,511 for a one bedroom unit. Some Serenity residents are already having a difficult time paying rent. The Town of Brewster's rental assistance program is currently assisting eight Serenity households with \$500/month rental assistance, the maximum allowed for a household under the program. Of those Serenity households receiving assistance, five are in market rate units and three are in affordable units. For households already receiving the maximum rental subsidy under the Town program, no further Town assistance will be available to bridge the proposed rent increase for these units.

Decision Point:

1. Possible vote on Elevation Financial Group's rental increase request.

Attachments:

1. Serenity at Brewster Regulatory Agreement
2. September 29, 2023 Request from Elevation Financial Group for Serenity at Brewster Affordable Unit Rent Increases
3. Mass Housing 2023 MA Income and Rent Limits for Affordable Housing Programs
4. HUD FY2023 Fair Market Rent (FMR) Barnstable Town Metropolitan Statistical Area (MSA)

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 interdependent 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

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(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

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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.

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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

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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

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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

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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.

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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

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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

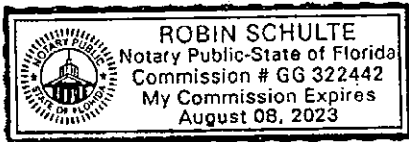
Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

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.



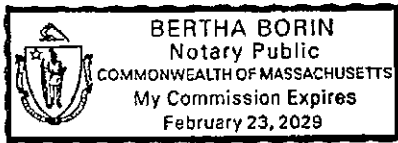
[Signature]
Notary Public
Print Name:
My Commission Expires:

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.



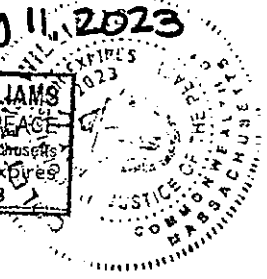
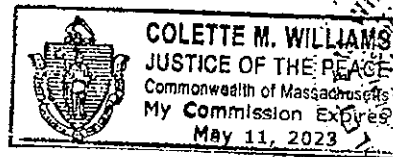
Bertha Borin
Notary Public
Print Name:
My Commission Expires:

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



September 2, 2016

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]

**READY CAPITAL MORTGAGE FINANCING
2021-FL7, LLC**

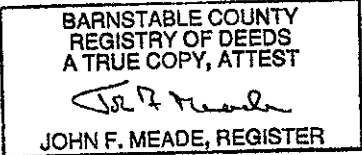
By: KeyBank National Association,
a national banking association,
as Authorized Agent

By: *[Signature]*
Name: KURT TUTHILL
Title: VICE PRESIDENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 8th day of August, 2022, by Kurt Tuthill, the Vice President of KeyBank National Association, as Authorized Agent for **READY CAPITAL MORTGAGE FINANCING 2021-FL7, LLC** on behalf of such entity. He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of person taking acknowledgment
TERRI REED
Name, typed, printed or stamped
Notary Public
Title or rank
1174225
Serial number if any



**BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register**

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

201 E. Pine Street
Suite 200
Orlando, FL 32801

September 28, 2023

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

Rieko Hayashi, LIP Director
Department of Housing and Community Development
100 Cambridge Street
Suite 300
Boston, MA 02114

Re: Developer Request for Rental Rate Increase for Low and Moderate Income Subsidized Housing Inventory in the Town of Brewster pursuant to the 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 and Ms. Hayashi,

As required by Section 2(b) of the Regulatory Agreement, we are submitting to the Town of Brewster and DHCD a proposed schedule of monthly rents and utility allowances for all 27 of the Low and Moderate Income Units at the Project (See Exhibit A). This is in keeping with the annual renewal date of first leasing of these units which commenced in August 2022. This is based upon a change in Area Median Income figures published by HUD since 2021. We used the HUD 2021 values to establish our affordable rent matrix since the 2022 HUD values came out too close to the affordable lottery and rental commencement date. We have not increased our rents since they were established using the HUD 2021 AMI schedule. The Project opened in August 2022 utilizing 2021 data, resulting in an additional year of lower initial rents.

As seen in the attached analysis entitled "2023-2024 Affordable Unit Renewal and New Move-In Rental Rates," the HUD 80% AMI for the Brewster Township (as derived from the HUD figures for the Barnstable Town MSA data set) for one person pursuant to the 2021 HUD 80% AMI Schedule was an annualized \$54,450. Our initial (and current) rent schedule was based upon that maximum income level and all rents except the one largest unit were below the maximum rent allowed. The rent for this largest unit was set at the maximum rent allowed under the 80% AMI ceiling. The single unit which is delineated as a 1 BR DLX in the spreadsheet is the largest unit in the complex.

Since the release of the 2021 HUD AMI schedule, the 2023 Barnstable County 1-person HUD 80% AMI increased by more than 18% to \$64,450. This was a reflection of strong inflationary pressures occurring nationwide. These inflationary pressures caused the Project to incur a significant increase in operating expenses, including higher loan interest costs, a severe insurance premium increase, higher payroll due to wage increases, and higher utility costs, among other things. Although we constantly look for ways to keep rents for Low and Moderate Income Tenants as low as practically possible, we cannot absorb all of these costs without a rent increase for the 27 affordable units. We have raised the rents for the market rate units as well, but those units cannot absorb all of the cost.

In order to remain economically viable and in compliance with our loan agreement for this property, we do need to increase the affordable rents. Therefore, we are presenting rent increases for both new affordable move-ins as well as existing affordable tenants. However, we have bifurcated the rent increases to provide a lower increase for existing tenants than for new move-ins. The rent increases for new move-ins only are set forth in the “Affordable Rents for New Move Ins” table. These rents will result in one unit (our largest) remaining at the 2023 80% AMI ceiling and all others being priced between \$25 to \$100 below that ceiling. For existing affordable tenants, we are rolling out smaller rent increases that will result in rents below the new move-in rents and, consequently, significantly below the 2023 HUD 80% AMI rents allowed under HUD’s current Barnstable MSA rents. These rents are set forth in the table entitled “Affordable Renewal Rates – Current Residents.” The last table shows the average reduction from the maximum 80% AMI monthly rent per each type of unit for existing tenants. As you can see from the analysis, our rent increases for current residents are, on average, \$193 per month below the maximum rent allowed using the 2023 HUD 80% AMI average.

In summary, pursuant to our agreement with the Town of Brewster and the Regulatory Agreement entered into with the Town of Brewster and the State of Massachusetts, we are delivering to you our specific proposal for rental increases in the various types of the 27 affordable units at the property for the next 12 months per the attached schedule and analysis. We respectfully request that the Town of Brewster and the State of Massachusetts Department of Housing and Community Development agree to our proposed rental rate increases per the attached rate charts.

Sincerely,



Stuart Heaton
Vice President

EXHIBIT A

The Elevation at Brewster
2023-2024 Affordable Unit Renewal and New Move-In Rental Rates

Since affordable rental rates were established at The Elevation at Brewster utilizing 2021 1-Person 80% AMI for the Town of Brewster, the Town of Brewster has seen large increases in AMI income growth.

Our original property affordable rental rates were based on the below 2021 1-Person HUD 80% AMI amount.

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Click for More Detail	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$89,300	Very Low (50%) Income Limits (\$) Click for More Detail	34,050	38,900	43,750	48,600	52,500	56,400	60,300	64,200
		Extremely Low Income Limits (\$)* Click for More Detail	20,450	23,350	26,250	29,150	31,500	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Click for More Detail	54,450	62,200	70,000	77,750	84,000	90,200	96,450	102,650

NOTE: Brewster town is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the **Barnstable Town, MA MSA**.

Initial Move In Affordable Rents

Used 2021 HUD AMI Affordability Metrics

1-Person 80% AMI	\$ 54,450
30% of Annual AMI	\$ 16,335
Maximum Monthly Rent	\$ 1,361

Floor Plan	# Units	Rent Total ¹	Notes
STUDIO 80% AMI	15	\$ 1,261	
STUDIO DLX 80% AMI	2	\$ 1,311	\$50 Increase from Studio
1BR 80% AMI	9	\$ 1,336	\$25 Increase from Studio DLX
1BR DLX 80% AMI	1	\$ 1,361	\$25 Increase from 1BR
Total/Weighted Average	27	\$ 1,294	

1. Rent Includes \$150 Internal Allocation for Resident Electric, Gas, Water, Sewer, & Trash Expenses

Since the establishment of our rental rates, the Town of Brewster’s 1-Person HUD 80% AMI amount has increased **over 18%** from \$54,450 in 2021 to \$64,450 in 2023. Our proposed new move-in rental structure utilizes the **exact same pricing matrix** that was originally approved by the Town of Brewster but now with the Town’s updated **2023 1-Person 80% AMI amount**. The proposed new move in Affordable Rental Rates can be found below.

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$124,300	Very Low (50%) Income Limits (\$) Click for More Detail	40,300	46,050	51,800	57,550	62,200	66,800	71,400	76,000
		Extremely Low Income Limits (\$)* Click for More Detail	24,200	27,650	31,100	34,550	37,350	40,280	45,420	50,560
		Low (80%) Income Limits (\$) Click for More Detail	64,450	73,650	82,850	92,050	99,450	106,800	114,150	121,550

NOTE: Brewster town is part of the Barnstable Town, MA MSA, so all information presented here applies to all of the Barnstable Town, MA MSA.

Affordable Rents for New Move Ins

Utilizes 2023 HUD AMI Affordability

1-Person 80% AMI	\$ 64,450
30% of Annual AMI	\$ 19,335
Maximum Monthly Rent	\$ 1,611

Floor Plan	# Units	Rent Total ¹	Notes
STUDIO 80% AMI	15	\$ 1,511	
STUDIO DLX 80% AMI	2	\$ 1,561	\$50 Increase from Studio
1BR 80% AMI	9	\$ 1,586	\$25 Increase from Studio DLX
1BR DLX 80% AMI	1	\$ 1,611	\$25 Increase from 1BR
Total/Weighted Average	27	\$ 1,543	

1. Rent Includes \$150 Internal Allocation for Resident Electric, Gas, Water, Sewer, & Trash Expenses

Of the 27 Affordable Rental Rate Units,

- 1 Unit (3.7% of the Total Affordable Unit Mix) is at the 1-Person 80% AMI Threshold
- 26 Units (96.3% of the Total Affordable Unit Mix) are **at least \$25 below** the 1-Person 80% AMI-Threshold
- 17 Units (63% of the Total Affordable Unit Mix) are **at least \$50 below** the 1-Person 80% AMI-Threshold
- 15 Units (56% of the Total Affordable Unit Mix) are **\$100 below** the 1-Person 80% AMI Threshold

Not only do we adhere to the affordable restrictions on the affordable units, but a majority of the units are \$100 below the max rental amount allowed.

Given how far below the 2023 1-Person AMI Threshold our original rents are, and the low supply of affordable housing in Cape Cod, we suspect a vast majority of our current affordable housing residents will renew with us this year. In an effort to further accommodate these residents and ensure they can stay with us long-term, we have elected not to renew their rental rates to the new 1-Person 80% AMI threshold, but rather a rate that is **on average \$193 below** the 1-Person 80% AMI Threshold.

Presented below are the new proposed renewal increases for all residents currently living in The Elevation at Brewster’s affordable units. All affordable units will receive a \$125 rental rate increase inclusive of all utilities.

Floor Plan	# Units	Current Rent Total ¹	Renewal Rent Total ¹	Increase Amount
STUDIO 80% AMI	15	\$ 1,261	\$ 1,386	\$ 125
STUDIO DLX 80% AMI	2	\$ 1,311	\$ 1,436	\$ 125
1BR 80% AMI	9	\$ 1,336	\$ 1,461	\$ 125
1BR DLX 80% AMI	1	\$ 1,361	\$ 1,486	\$ 125
Total/Weighted Average	27	\$ 1,294	\$ 1,419	\$ 125

1. Current Rent Includes \$150 and Renewal Rent Includes \$175 Internal Allocation for Resident Electric, Gas, Water, Sewer, & Trash Expenses

The renewal rates proposed are significantly below the 1-Person 80% AMI Threshold.

Floor Plan	# Units	New Rental Total ¹	Amount Below 80% AMI Threshold
STUDIO 80% AMI	15	\$ 1,386	\$ (225)
STUDIO DLX 80% AMI	2	\$ 1,436	\$ (175)
1BR 80% AMI	9	\$ 1,461	\$ (150)
1BR DLX 80% AMI	1	\$ 1,486	\$ (125)
Total/Weighted Average	27	\$ 1,419	\$ (193)

1. Rent Includes \$175 Internal Allocation for Resident Electric, Gas, Water, Sewer, & Trash Expenses

Of the 27 Affordable Rental Rate Units,

- 27 Units (100% of the Total Affordable Unit Mix) are **at least \$125 below** 1-Person 80% AMI Threshold
- 26 Units (96.3% of the Total Affordable Unit Mix) are **at least \$150 below** the 1-Person 80% AMI-Threshold
- 17 Units (63% of the Total Affordable Unit Mix) are **at least \$175 below** the 1-Person 80% AMI-Threshold
- 15 Units (56% of the Total Affordable Unit Mix) are **\$225 below** the 1-Person 80% AMI Threshold

Although a majority of the New Move In Affordable Rental Rates are **\$100 below** the 1-Person 80% AMI threshold for the Town of Brewster and the New Renewal Affordable Rental Rates are **\$193 below** the 1-Person 80% AMI threshold on a weighted average basis, Elevation would like to provide further justification for proposed rental increases this year. Below are a few (among many) expense escalation facts that further justify the need for the above rental rate increases.

Submarket & Property Expense Escalation

- Costar Analytics reports an 11% increase in property Cape Cod submarket property expenses from 2021 to 2022.
- The Elevation at Brewster’s Property Insurance Increased 32% in our most recent renewal cycle (April 2023-March 2024).
- The Elevation at Brewster’s Mortgage Interest Rate has increased from 4.25% in 2022 to 9.25% in June 2023.
- The Elevation at Brewster’s renovation budget significantly increased from an initial \$4M capital improvement budget to a nearly \$10M capital improvement budget. Below is a synopsis of capital improvements made in The Elevation at Brewster from purchase through June 30th, 2023.

Capital Improvement	Amount
Land Improvements	\$ 175,657.90
Building Improvements	\$ 1,170,079.54
HVAC	\$ 166,280.00
Apartment Improvements	\$ 8,226,814.11
Landscaping	\$ 10,900.00
Furnishings & Fixtures	\$ 83,831.58
Office Furniture	\$ 3,944.94
Equipment	\$ 7,362.52
Total	\$ 9,844,870.59

2023

COMMONWEALTH OF MASSACHUSETTS

AFFORDABLE HOUSING PROGRAM

INCOME AND RENT LIMITS

(For HUD's Assisted Housing Programs and Multifamily Tax Subsidy Projects - "MTSP")

Effective Date: 05/15/2023 for 2023

INCLUDES:

(1.) 30% OF AREA MEDIAN INCOME

HUD's Section 8 Program definition of "EXTREMELY LOW INCOME"
Applicable to Massachusetts LIHTC Program per DHCD Qualified Allocation Plan (QAP)

(2.) 50% OF AREA MEDIAN INCOME

HUD's Section 8 Program definition of "VERY LOW INCOME"
Applicable to Low Income Housing Tax Credits (LIHTC) & Tax-Exempt Bond financed (MTSP) projects with 20% set-asides

(3.) 60% OF AREA MEDIAN INCOME

Applicable to Low Income Housing Tax Credits (LIHTC) & Tax-Exempt Bond financed (MTSP) projects with 40% set-asides

(4.) 80% OF AREA MEDIAN INCOME

HUD's Section 8 Program definition of "LOW INCOME"
Also applicable to the MassHousing MGL Ch. 40B New England Fund (NEF) Program

ALSO INCLUDES:

(5.) 70% OF AREA MEDIAN INCOME

Rent Limit Only - Applicable to Older NEF Funded M.G.L. Ch. 40B Developments
Income Qualification for Occupancy is 80% of Median Income Limit

Effective Date: 05/15/2023 for 2023

2023
INCOME LIMITS
 (For Affordable Housing Programs)
30% of Area Median
 (Published Limits)
EXTREMELY LOW INCOME

<u>Metropolitan Statistical Areas (MSAs) or HUD Metro FMR Areas (HMFAs)</u>	<u>AREA MEDIAN (AMI) 100% 4 Person MFI</u>	<u>1 PERSON</u>	<u>2 PERSONS</u>	<u>3 PERSONS</u>	<u>4 PERSONS</u>	<u>5 PERSONS</u>	<u>6 PERSONS</u>	<u>7 PERSONS</u>	<u>8 PERSONS</u>
BARNSTABLE Town, MA MSA									
BARNSTABLE Town, MA MSA	\$124,300	\$24,200	\$27,650	\$31,100	\$34,550	\$37,350	\$40,280	\$45,420	\$50,560
BOSTON - Cambridge - Quincy, MA - NH MSA									
BOSTON-Cambridge-Quincy, MA-NH - HMFA	\$149,300	\$31,150	\$35,600	\$40,050	\$44,500	\$48,100	\$51,650	\$55,200	\$58,750
BROCKTON, MA - HMFA	\$113,900	\$24,850	\$28,400	\$31,950	\$35,500	\$38,350	\$41,200	\$45,420	\$50,560
LAWRENCE, MA NH - HMFA	\$118,600	\$25,600	\$29,250	\$32,900	\$36,550	\$39,500	\$42,400	\$45,420	\$50,560
LOWELL, MA - HMFA	\$132,400	\$27,800	\$31,800	\$35,750	\$39,700	\$42,900	\$46,100	\$49,250	\$52,450
PITTSFIELD, MA MSA									
BERKSHIRE COUNTY, MA (part) HMFA	\$101,500	\$20,950	\$23,950	\$26,950	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560
PITTSFIELD, MA - HMFA	\$88,800	\$21,500	\$24,600	\$27,650	\$30,700	\$35,140	\$40,280	\$45,420	\$50,560
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)									
EASTON - RAYNHAM, MA - HMFA	\$152,600	\$31,700	\$36,200	\$40,750	\$45,250	\$48,900	\$52,500	\$56,150	\$59,750
NEW BEDFORD, MA - HMFA	\$87,700	\$20,950	\$23,950	\$26,950	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560
Providence, RI-FALL RIVER, MA - HMFA	\$106,000	\$21,500	\$24,600	\$27,650	\$30,700	\$35,140	\$40,280	\$45,420	\$50,560
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$124,900	\$24,850	\$28,400	\$31,950	\$35,500	\$38,350	\$41,200	\$45,420	\$50,560
SPRINGFIELD, MA MSA									
SPRINGFIELD, MA - MSA	\$93,700	\$20,950	\$23,950	\$26,950	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560
WORCESTER, MA MSA									
Eastern WORCESTER COUNTY, MA - HMFA	\$147,600	\$29,150	\$33,300	\$37,450	\$41,600	\$44,950	\$48,300	\$51,600	\$54,950
FITCHBURG-LEOMINSTER, MA - HMFA	\$104,400	\$22,300	\$25,500	\$28,700	\$31,850	\$35,140	\$40,280	\$45,420	\$50,560
Western WORCESTER COUNTY, MA - HMFA	\$98,800	\$21,700	\$24,800	\$27,900	\$31,000	\$35,140	\$40,280	\$45,420	\$50,560
WORCESTER, MA - HMFA	\$122,000	\$24,600	\$28,100	\$31,600	\$35,100	\$37,950	\$40,750	\$45,420	\$50,560
<u>NON-Metropolitan Areas Massachusetts Counties</u>									
DUKES COUNTY	\$124,900	\$27,350	\$31,250	\$35,150	\$39,050	\$42,200	\$45,300	\$48,450	\$51,550
FRANKLIN COUNTY	\$98,600	\$20,950	\$23,950	\$26,950	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560
NANTUCKET COUNTY	\$136,300	\$30,500	\$34,850	\$39,200	\$43,550	\$47,050	\$50,550	\$54,050	\$57,500

NOTE 1: Extremely Low Income: Effective July 1, 2014, the statutory definition of Extremely Low Income (ELI), formerly the 30% of AMI income targeting standard, was changed. The new definition is: "ELI families are defined as very low-income families whose incomes do not exceed the higher of the Federal poverty level or 30 percent of Area Median Income." As a result, in some Massachusetts income limit areas, where the 30% of AMI limit would otherwise be less than the comparable poverty limit level, the income limit for some family sizes are increased. The Federal "poverty level" refers to the Poverty Guidelines as published and periodically updated by the Dept. of Health and Human Services. The most recent update was published [1/12/2023](#).

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Persons</u>	<u>4 Persons</u>	<u>5 Persons</u>	<u>6 Persons</u>	<u>7 Persons</u>	<u>8 Persons</u>
Department of Health and Human Services (HHS) Poverty Guidelines (Contiguous U.S.):	\$14,580	\$19,720	\$24,860	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560

Effective Date: 05/15/2023 for 2023

**2023
AFFORDABLE RENTS
30% of 30% of Median
EXTREMELY LOW INCOME**

**Metropolitan Statistical Areas (MSAs)
or HUD Metro FMR Areas (HMFA)**

Calculation of Rent:
(Based on 1.5 Persons / BR)

STUDIO	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM
1 Person Limit / 12 x 30%	1 Pers.+ 2 Pers. / 2 / 12 x 30%	3 Person Limit / 12 x 30%	4 Pers.+ 5 Pers. / 2 / 12 x 30%	6 Person Limit / 12 x 30%	7 Pers.+ 8 Pers. / 2 / 12 x 30%

BARNSTABLE Town, MA MSA

BARNSTABLE Town, MA MSA

\$605	\$648	\$777	\$898	\$1,007	\$1,199
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BOSTON - Cambridge - Quincy, MA - NH MSA

BOSTON-Cambridge-Quincy, MA-NH - HMFA

\$778	\$834	\$1,001	\$1,157	\$1,291	\$1,424
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BROCKTON, MA - HMFA

\$621	\$665	\$798	\$923	\$1,030	\$1,199
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LAWRENCE, MA NH - HMFA

\$640	\$685	\$822	\$950	\$1,060	\$1,199
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LOWELL, MA - HMFA

\$695	\$745	\$893	\$1,032	\$1,152	\$1,271
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PITTSFIELD, MA MSA

BERKSHIRE COUNTY, MA (part) HMFA

\$523	\$561	\$673	\$814	\$1,007	\$1,199
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PITTSFIELD, MA - HMFA

\$537	\$576	\$691	\$823	\$1,007	\$1,199
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Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)

EASTON - RAYNHAM, MA - HMFA

\$792	\$848	\$1,018	\$1,176	\$1,312	\$1,448
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NEW BEDFORD, MA - HMFA

\$523	\$561	\$673	\$814	\$1,007	\$1,199
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Providence, RI-FALL RIVER, MA - HMFA

\$537	\$576	\$691	\$823	\$1,007	\$1,199
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TAUNTON-MANSFIELD-NORTON, MA - HMFA

\$621	\$665	\$798	\$923	\$1,030	\$1,199
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SPRINGFIELD, MA MSA

SPRINGFIELD, MA - MSA

\$523	\$561	\$673	\$814	\$1,007	\$1,199
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WORCESTER, MA MSA

Eastern WORCESTER COUNTY, MA - HMFA

\$728	\$780	\$936	\$1,081	\$1,207	\$1,331
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FITCHBURG-LEOMINSTER, MA - HMFA

\$557	\$597	\$717	\$837	\$1,007	\$1,199
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Western WORCESTER COUNTY, MA - HMFA

\$542	\$581	\$697	\$826	\$1,007	\$1,199
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WORCESTER, MA - HMFA

\$615	\$658	\$790	\$913	\$1,018	\$1,199
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**NON-Metropolitan Areas
Massachusetts Counties**

Calculation of Rent:
(Based on 1.5 Persons / BR)

STUDIO	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM
1 Person Limit / 12 x 30%	1 Pers.+ 2 Pers. / 2 / 12 x 30%	3 Person Limit / 12 x 30%	4 Pers.+ 5 Pers. / 2 / 12 x 30%	6 Person Limit / 12 x 30%	7 Pers.+ 8 Pers. / 2 / 12 x 30%

DUKES COUNTY

\$683	\$732	\$878	\$1,015	\$1,132	\$1,250
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FRANKLIN COUNTY

\$523	\$561	\$673	\$814	\$1,007	\$1,199
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NANTUCKET COUNTY

\$762	\$816	\$980	\$1,132	\$1,263	\$1,394
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Effective Date: 05/15/2023 for 2023

INCOME LIMITS

For Low Income Housing Tax Credits (LIHTC) & Tax-Exempt Bond financed (MTSP) projects with 20% at 50% set-asides

50% of Area Median

(Published Limits)

VERY LOW INCOME

<u>Metropolitan Statistical Areas (MSAs) or HUD Metro FMR Areas (HMFAs)</u>	<u>AREA MEDIAN (AMI) 100% 4 Person MFI</u>	<u>1 PERSON</u>	<u>2 PERSONS</u>	<u>3 PERSONS</u>	<u>4 PERSONS</u>	<u>5 PERSONS</u>	<u>6 PERSONS</u>	<u>7 PERSONS</u>	<u>8 PERSONS</u>
BARNSTABLE Town, MA MSA									
BARNSTABLE Town, MA MSA	\$124,300	\$40,300	\$46,050	\$51,800	\$57,550	\$62,200	\$66,800	\$71,400	\$76,000
BOSTON - Cambridge - Quincy, MA - NH MSA									
BOSTON-Cambridge-Quincy, MA-NH - HMFA	\$149,300	\$51,950	\$59,400	\$66,800	\$74,200	\$80,150	\$86,100	\$92,050	\$97,950
BROCKTON, MA - HMFA	\$113,900	\$41,450	\$47,350	\$53,250	\$59,150	\$63,900	\$68,650	\$73,350	\$78,100
LAWRENCE, MA NH - HMFA	\$118,600	\$42,700	\$48,800	\$54,900	\$60,950	\$65,850	\$70,750	\$75,600	\$80,500
LOWELL, MA - HMFA	\$132,400	\$46,350	\$53,000	\$59,600	\$66,200	\$71,500	\$76,800	\$82,100	\$87,400
PITTSFIELD, MA MSA									
BERKSHIRE COUNTY, MA (part) HMFA	\$101,500	\$34,900	\$39,850	\$44,850	\$49,800	\$53,800	\$57,800	\$61,800	\$65,750
PITTSFIELD, MA - HMFA	\$88,800	\$35,850	\$40,950	\$46,050	\$51,150	\$55,250	\$59,350	\$63,450	\$67,550
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)									
EASTON - RAYNHAM, MA - HMFA	\$152,600	\$52,800	\$60,350	\$67,900	\$75,400	\$81,450	\$87,500	\$93,500	\$99,550
NEW BEDFORD, MA - HMFA	\$87,700	\$34,900	\$39,850	\$44,850	\$49,800	\$53,800	\$57,800	\$61,800	\$65,750
Providence, RI-FALL RIVER, MA - HMFA	\$106,000	\$35,850	\$41,000	\$46,100	\$51,200	\$55,300	\$59,400	\$63,500	\$67,600
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$124,900	\$41,450	\$47,350	\$53,250	\$59,150	\$63,900	\$68,650	\$73,350	\$78,100
SPRINGFIELD, MA MSA									
SPRINGFIELD, MA - MSA	\$93,700	\$34,900	\$39,850	\$44,850	\$49,800	\$53,800	\$57,800	\$61,800	\$65,750
WORCESTER, MA MSA									
Eastern WORCESTER COUNTY, MA - HMFA	\$147,600	\$48,550	\$55,500	\$62,450	\$69,350	\$74,900	\$80,450	\$86,000	\$91,550
FITCHBURG-LEOMINSTER, MA - HMFA	\$104,400	\$37,150	\$42,450	\$47,750	\$53,050	\$57,300	\$61,550	\$65,800	\$70,050
Western WORCESTER COUNTY, MA - HMFA	\$98,800	\$36,200	\$41,400	\$46,550	\$51,700	\$55,850	\$60,000	\$64,150	\$68,250
WORCESTER, MA - HMFA	\$122,000	\$40,950	\$46,800	\$52,650	\$58,500	\$63,200	\$67,900	\$72,550	\$77,250
NON-Metropolitan Areas Massachusetts Counties									
DUKES COUNTY	\$124,900	\$45,600	\$52,100	\$58,600	\$65,100	\$70,350	\$75,550	\$80,750	\$85,950
FRANKLIN COUNTY	\$98,600	\$34,900	\$39,850	\$44,850	\$49,800	\$53,800	\$57,800	\$61,800	\$65,750
NANTUCKET COUNTY	\$136,300	\$50,800	\$58,050	\$65,300	\$72,550	\$78,400	\$84,200	\$90,000	\$95,800

NOTE 1: High Housing Cost Adjustment: In areas where rental housing costs are unusually high in relation to the median income, the 4-person 50% of median income limit is increased to the amount at which 35 percent of it equals 85 percent of the annualized two-bedroom Section 8 40th percentile FMR. [Also see Note 3.]

NOTE 2: Very Low Income - State Non-Metro Median Family Income Adjustment: The 4-Person Very Low Income, 50% of area median income limit (VLIL) is adjusted if it would otherwise be lower than 50% of the State Non-Metro Median Family Income (\$130,000 in Massachusetts and \$76,800 in Rhode Island / Fall River for 2023). As a result, in some Massachusetts income limit areas, where the 50% of AMI limit would otherwise be less than 50% of the State Non-Metro Median Family Income, the income limits are increased up to 50% of the State Non-Metro Median Family Income, subject to the ceiling & floor adjustment described below. In 2023, the 4-person 50% median in Massachusetts is \$65,00 and in Rhode Island/Fall River it is \$38,400.

NOTE 3: 5-Percent Rule or Ceilings & Floor Adjustment: "Beginning with FY 2010 Income Limits [...], HUD eliminated its long standing 'hold harmless' policy but limited all annual decreases to 5 percent and [...] all annual increases not to exceed the greater of 5 percent or twice the change in the national median family income, whichever is greater." For FY 2023, the two most recent years of national median family income data are from the American Community Survey (ACS) in 2020 and 2021, at \$84,394 and \$85,806. However, because HUD did not use the ACS 2020 data for FY 2022 or FY 2023 IncomeLimits as the Census Bureau deemed it "experimental", HUD is retaining the 2019 ACS national median of \$80,944. HUD compares this to the 2021 ACS national median family income of \$85,806. This is a cumulative two-year change of 6.01%, or 2.96% on an annual basis. Two times 2.96% is 5.92%. This exceeds five percent, so the limit on FY 2023 increases in income limits is set at approximately 5.92%. (Note that HUD uses unrounded percentages in its actual calculations). The limit on decreases in income limits remains five percent..

Existing developments placed in service or receiving funding commitments prior to 5/15/2023 may be subject to special DHCD or HUD exceptions, including HUD "HERA Special" limits applicable to MTSP developments in selected income limit areas. Contact your funding or subsidizing agency (MassHousing, DHCD, MHP or MassDevelopment) for additional information in this regard. "HERA Special" Income Limits are only for use by projects in service in 2007 or 2008. □

Effective Date: 05/15/2023 for 2023

**2023
RENT LIMITS
30% of 50% of Median
VERY LOW INCOME**

**Metropolitan Statistical Areas (MSAs)
or HUD Metro FMR Areas (HMFA)**

Calculation of Rent:
(Based on 1.5 Persons / BR)

BARNSTABLE Town, MA MSA

BARNSTABLE Town, MA MSA

BOSTON - Cambridge - Quincy, MA - NH MSA

BOSTON-Cambridge-Quincy, MA-NH - HMFA

BROCKTON, MA - HMFA

LAWRENCE, MA NH - HMFA

LOWELL, MA - HMFA

PITTSFIELD, MA MSA

BERKSHIRE COUNTY, MA (part) HMFA

PITTSFIELD, MA - HMFA

Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)

EASTON - RAYNHAM, MA - HMFA

NEW BEDFORD, MA - HMFA

Providence, RI-FALL RIVER, MA - HMFA

TAUNTON-MANSFIELD-NORTON, MA - HMFA

SPRINGFIELD, MA MSA

SPRINGFIELD, MA - MSA

WORCESTER, MA MSA

Eastern WORCESTER COUNTY, MA - HMFA

FITCHBURG-LEOMINSTER, MA - HMFA

Western WORCESTER COUNTY, MA - HMFA

WORCESTER, MA - HMFA

**NON-Metropolitan Areas
Massachusetts Counties**

Calculation of Rent:
(Based on 1.5 Persons / BR)

DUKES COUNTY

FRANKLIN COUNTY

NANTUCKET COUNTY

	STUDIO 1 Person Limit / 12 x 30%	1 BEDROOM 1 Pers.+ 2 Pers. / 2 / 12 x 30%	2 BEDROOM 3 Person Limit / 12 x 30%	3 BEDROOM 4 Pers.+ 5 Pers. / 2 / 12 x 30%	4 BEDROOM 6 Person Limit / 12 x 30%	5 BEDROOM 7 Pers.+ 8 Pers. / 2 / 12 x 30%
BARNSTABLE Town, MA MSA	\$1,007	\$1,079	\$1,295	\$1,496	\$1,670	\$1,842
BOSTON - Cambridge - Quincy, MA - NH MSA	\$1,298	\$1,391	\$1,670	\$1,929	\$2,152	\$2,375
BROCKTON, MA - HMFA	\$1,036	\$1,110	\$1,331	\$1,538	\$1,716	\$1,893
LAWRENCE, MA NH - HMFA	\$1,067	\$1,143	\$1,372	\$1,585	\$1,768	\$1,951
LOWELL, MA - HMFA	\$1,158	\$1,241	\$1,490	\$1,721	\$1,920	\$2,118
PITTSFIELD, MA MSA	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
BERKSHIRE COUNTY, MA (part) HMFA	\$896	\$960	\$1,151	\$1,330	\$1,483	\$1,637
PITTSFIELD, MA - HMFA	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)	\$1,320	\$1,414	\$1,697	\$1,960	\$2,187	\$2,413
EASTON - RAYNHAM, MA - HMFA	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
NEW BEDFORD, MA - HMFA	\$896	\$960	\$1,152	\$1,331	\$1,485	\$1,638
Providence, RI-FALL RIVER, MA - HMFA	\$1,036	\$1,110	\$1,331	\$1,538	\$1,716	\$1,893
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
SPRINGFIELD, MA MSA	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
SPRINGFIELD, MA - MSA	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
WORCESTER, MA MSA	\$1,213	\$1,300	\$1,561	\$1,803	\$2,011	\$2,219
Eastern WORCESTER COUNTY, MA - HMFA	\$928	\$995	\$1,193	\$1,379	\$1,538	\$1,698
FITCHBURG-LEOMINSTER, MA - HMFA	\$905	\$970	\$1,163	\$1,344	\$1,500	\$1,655
Western WORCESTER COUNTY, MA - HMFA	\$1,023	\$1,096	\$1,316	\$1,521	\$1,697	\$1,872
WORCESTER, MA - HMFA	\$1,140	\$1,221	\$1,465	\$1,693	\$1,888	\$2,083
DUKES COUNTY	\$872	\$934	\$1,121	\$1,295	\$1,445	\$1,594
FRANKLIN COUNTY	\$1,270	\$1,360	\$1,632	\$1,886	\$2,105	\$2,322
NANTUCKET COUNTY						

Effective Date: 05/15/2023 for 2023

2023 INCOME LIMITS

For Low Income Housing Tax Credits (LIHTC) & Tax-Exempt Bond financed projects (MTSP) with 40% at 60% set-asides

60% of Area Median

120% of 50% (60%/50%) Rounded to nearest \$10

TAX CREDIT ELIGIBLE

<u>Metropolitan Statistical Areas (MSAs) or HUD Metro FMR Areas (HMFAs)</u>	<u>AREA MEDIAN (AMI) 100% 4 Person MFI</u>	<u>1 PERSON</u>	<u>2 PERSONS</u>	<u>3 PERSONS</u>	<u>4 PERSONS</u>	<u>5 PERSONS</u>	<u>6 PERSONS</u>	<u>7 PERSONS</u>	<u>8 PERSONS</u>
BARNSTABLE Town, MA MSA									
BARNSTABLE Town, MA MSA	\$124,300	\$48,360	\$55,260	\$62,160	\$69,060	\$74,640	\$80,160	\$85,680	\$91,200
BOSTON - Cambridge - Quincy, MA - NH MSA									
BOSTON-Cambridge-Quincy, MA-NH - HMFA	\$149,300	\$62,340	\$71,280	\$80,160	\$89,040	\$96,180	\$103,320	\$110,460	\$117,540
BROCKTON, MA - HMFA	\$113,900	\$49,740	\$56,820	\$63,900	\$70,980	\$76,680	\$82,380	\$88,020	\$93,720
LAWRENCE, MA NH - HMFA	\$118,600	\$51,240	\$58,560	\$65,880	\$73,140	\$79,020	\$84,900	\$90,720	\$96,600
LOWELL, MA - HMFA	\$132,400	\$55,620	\$63,600	\$71,520	\$79,440	\$85,800	\$92,160	\$98,520	\$104,880
PITTSFIELD, MA MSA									
BERKSHIRE COUNTY, MA (part) HMFA	\$101,500	\$41,880	\$47,820	\$53,820	\$59,760	\$64,560	\$69,360	\$74,160	\$78,900
PITTSFIELD, MA - HMFA	\$88,800	\$43,020	\$49,140	\$55,260	\$61,380	\$66,300	\$71,220	\$76,140	\$81,060
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)									
EASTON - RAYNHAM, MA - HMFA	\$152,600	\$63,360	\$72,420	\$81,480	\$90,480	\$97,740	\$105,000	\$112,200	\$119,460
NEW BEDFORD, MA - HMFA	\$87,700	\$41,880	\$47,820	\$53,820	\$59,760	\$64,560	\$69,360	\$74,160	\$78,900
Providence, RI-FALL RIVER, MA - HMFA	\$106,000	\$43,020	\$49,200	\$55,320	\$61,440	\$66,360	\$71,280	\$76,200	\$81,120
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$124,900	\$49,740	\$56,820	\$63,900	\$70,980	\$76,680	\$82,380	\$88,020	\$93,720
SPRINGFIELD, MA MSA									
SPRINGFIELD, MA - MSA	\$93,700	\$41,880	\$47,820	\$53,820	\$59,760	\$64,560	\$69,360	\$74,160	\$78,900
WORCESTER, MA MSA									
Eastern WORCESTER COUNTY, MA - HMFA	\$147,600	\$58,260	\$66,600	\$74,940	\$83,220	\$89,880	\$96,540	\$103,200	\$109,860
FITCHBURG-LEOMINSTER, MA - HMFA	\$104,400	\$44,580	\$50,940	\$57,300	\$63,660	\$68,760	\$73,860	\$78,960	\$84,060
Western WORCESTER COUNTY, MA - HMFA	\$98,800	\$43,440	\$49,680	\$55,860	\$62,040	\$67,020	\$72,000	\$76,980	\$81,900
WORCESTER, MA - HMFA	\$122,000	\$49,140	\$56,160	\$63,180	\$70,200	\$75,840	\$81,480	\$87,060	\$92,700
<u>NON-Metropolitan Areas Massachusetts Counties</u>									
DUKES COUNTY	\$124,900	\$54,720	\$62,520	\$70,320	\$78,120	\$84,420	\$90,660	\$96,900	\$103,140
FRANKLIN COUNTY	\$98,600	\$41,880	\$47,820	\$53,820	\$59,760	\$64,560	\$69,360	\$74,160	\$78,900
NANTUCKET COUNTY	\$136,300	\$60,960	\$69,660	\$78,360	\$87,060	\$94,080	\$101,040	\$108,000	\$114,960

NOTE 1: Because the 60% of Median Income limits are calculated at 120% (60%/50%) or 1.2 times the Very Low Income, 50% of median limit, in areas where adjustments are made to the 50%of median limits,e.g. a State Non-Metro Median Family Income Adjustment (See 50% AMI Note 1), a commensurate adjustment to the 60% of median limits results. □

Existing developments placed in service or receiving funding commitments prior to 5/15/2023 may be subject to special DHCD or HUD exceptions, including HUD "HERA Special" limits applicable to MTSP developments in selected income limit areas. Contact your funding or subsidizing agency (MassHousing, DHCD, MHP or MassDevelopment) for additional information in this regard. "HERA Special" Income Limits are only for use by projects in service in 2007 or 2008.

Effective Date: 05/15/2023 for 2023

**2023
RENT LIMITS
30% of 60% of Median
TAX CREDIT ELIGIBLE**

**Metropolitan Statistical Areas (MSAs)
or HUD Metro FMR Areas (HMFA)**

Calculation of Rent:
(Based on 1.5 Persons / BR)

BARNSTABLE Town, MA MSA

BARNSTABLE Town, MA MSA

BOSTON - Cambridge - Quincy, MA - NH MSA

BOSTON-Cambridge-Quincy, MA-NH - HMFA

BROCKTON, MA - HMFA

LAWRENCE, MA NH - HMFA

LOWELL, MA - HMFA

PITTSFIELD, MA MSA

BERKSHIRE COUNTY, MA (part) HMFA

PITTSFIELD, MA - HMFA

Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)

EASTON - RAYNHAM, MA - HMFA

NEW BEDFORD, MA - HMFA

Providence, RI-FALL RIVER, MA - HMFA

TAUNTON-MANSFIELD-NORTON, MA - HMFA

SPRINGFIELD, MA MSA

SPRINGFIELD, MA - MSA

WORCESTER, MA MSA

Eastern WORCESTER COUNTY, MA - HMFA

FITCHBURG-LEOMINSTER, MA - HMFA

Western WORCESTER COUNTY, MA - HMFA

WORCESTER, MA - HMFA

**NON-Metropolitan Areas
Massachusetts Counties**

Calculation of Rent:
(Based on 1.5 Persons / BR)

DUKES COUNTY

FRANKLIN COUNTY

NANTUCKET COUNTY

	STUDIO	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM
	1 Person Limit / 12 x 30%	1 Pers.+ 2 Pers. / 2 / 12 x 30%	3 Person Limit / 12 x 30%	4 Pers.+ 5 Pers. / 2 / 12 x 30%	6 Person Limit / 12 x 30%	7 Pers.+ 8 Pers. / 2 / 12 x 30%
BARNSTABLE Town, MA MSA	\$1,209	\$1,295	\$1,554	\$1,796	\$2,004	\$2,211
BOSTON - Cambridge - Quincy, MA - NH MSA	\$1,558	\$1,670	\$2,004	\$2,315	\$2,583	\$2,850
BROCKTON, MA - HMFA	\$1,243	\$1,332	\$1,597	\$1,845	\$2,059	\$2,271
LAWRENCE, MA NH - HMFA	\$1,281	\$1,372	\$1,647	\$1,902	\$2,122	\$2,341
LOWELL, MA - HMFA	\$1,390	\$1,490	\$1,788	\$2,065	\$2,304	\$2,542
PITTSFIELD, MA MSA	\$1,047	\$1,121	\$1,345	\$1,554	\$1,734	\$1,913
BERKSHIRE COUNTY, MA (part) HMFA	\$1,075	\$1,152	\$1,381	\$1,596	\$1,780	\$1,965
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)	\$1,584	\$1,697	\$2,037	\$2,352	\$2,625	\$2,895
EASTON - RAYNHAM, MA - HMFA	\$1,047	\$1,121	\$1,345	\$1,554	\$1,734	\$1,913
NEW BEDFORD, MA - HMFA	\$1,075	\$1,152	\$1,383	\$1,597	\$1,782	\$1,966
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$1,243	\$1,332	\$1,597	\$1,845	\$2,059	\$2,271
SPRINGFIELD, MA MSA	\$1,047	\$1,121	\$1,345	\$1,554	\$1,734	\$1,913
SPRINGFIELD, MA - MSA	\$1,047	\$1,121	\$1,345	\$1,554	\$1,734	\$1,913
WORCESTER, MA MSA	\$1,456	\$1,560	\$1,873	\$2,163	\$2,413	\$2,663
Eastern WORCESTER COUNTY, MA - HMFA	\$1,114	\$1,194	\$1,432	\$1,655	\$1,846	\$2,037
FITCHBURG-LEOMINSTER, MA - HMFA	\$1,086	\$1,164	\$1,396	\$1,613	\$1,800	\$1,986
Western WORCESTER COUNTY, MA - HMFA	\$1,228	\$1,316	\$1,579	\$1,825	\$2,037	\$2,247
WORCESTER, MA - HMFA	\$1,228	\$1,316	\$1,579	\$1,825	\$2,037	\$2,247
DUKES COUNTY	\$1,368	\$1,465	\$1,758	\$2,031	\$2,266	\$2,500
FRANKLIN COUNTY	\$1,047	\$1,121	\$1,345	\$1,554	\$1,734	\$1,913
NANTUCKET COUNTY	\$1,524	\$1,632	\$1,959	\$2,264	\$2,526	\$2,787

Effective Date: 05/15/2023 for 2023

2023 INCOME LIMITS

For HUD's Assisted Housing Programs (Section 8) - MassHousing Statutory Minimum set-aside 20% at 80% (unless other income limits apply)

80% of Area Median

(Published Limits - 160% of 50% Rounded to Nearest \$50)

LOW INCOME

<u>Metropolitan Statistical Areas (MSAs) or HUD Metro FMR Areas (HMFAs)</u>	<u>AREA MEDIAN (AMI) 100% 4 Person MFI</u>	<u>1 PERSON</u>	<u>2 PERSONS</u>	<u>3 PERSONS</u>	<u>4 PERSONS</u>	<u>5 PERSONS</u>	<u>6 PERSONS</u>	<u>7 PERSONS</u>	<u>8 PERSONS</u>
BARNSTABLE Town, MA MSA									
BARNSTABLE Town, MA MSA	\$124,300	\$64,450	\$73,650	\$82,850	\$92,050	\$99,450	\$106,800	\$114,150	\$121,550
BOSTON - Cambridge - Quincy, MA - NH MSA									
BOSTON-Cambridge-Quincy, MA-NH - HMFA	\$149,300	\$82,950	\$94,800	\$106,650	\$118,450	\$127,950	\$137,450	\$146,900	\$156,400
BROCKTON, MA - HMFA	\$113,900	\$66,250	\$75,700	\$85,150	\$94,600	\$102,200	\$109,750	\$117,350	\$124,900
LAWRENCE, MA NH - HMFA	\$118,600	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800	\$117,400	\$124,950
LOWELL, MA - HMFA	\$132,400	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800	\$117,400	\$124,950
PITTSFIELD, MA MSA									
BERKSHIRE COUNTY, MA (part) HMFA	\$101,500	\$55,800	\$63,800	\$71,750	\$79,700	\$86,100	\$92,500	\$98,850	\$105,250
PITTSFIELD, MA - HMFA	\$88,800	\$57,300	\$65,500	\$73,700	\$81,850	\$88,400	\$94,950	\$101,500	\$108,050
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)									
EASTON - RAYNHAM, MA - HMFA	\$152,600	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800	\$117,400	\$124,950
NEW BEDFORD, MA - HMFA	\$87,700	\$55,800	\$63,800	\$71,750	\$79,700	\$86,100	\$92,500	\$98,850	\$105,250
Providence, RI-FALL RIVER, MA - HMFA	\$106,000	\$57,350	\$65,550	\$73,750	\$81,900	\$88,500	\$95,050	\$101,600	\$108,150
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$124,900	\$66,250	\$75,700	\$85,150	\$94,600	\$102,200	\$109,750	\$117,350	\$124,900
SPRINGFIELD, MA MSA									
SPRINGFIELD, MA - MSA	\$93,700	\$55,800	\$63,800	\$71,750	\$79,700	\$86,100	\$92,500	\$98,850	\$105,250
WORCESTER, MA MSA									
Eastern WORCESTER COUNTY, MA - HMFA	\$147,600	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800	\$117,400	\$124,950
FITCHBURG-LEOMINSTER, MA - HMFA	\$104,400	\$59,400	\$67,900	\$76,400	\$84,850	\$91,650	\$98,450	\$105,250	\$112,050
Western WORCESTER COUNTY, MA - HMFA	\$98,800	\$57,900	\$66,200	\$74,450	\$82,700	\$89,350	\$95,950	\$102,550	\$109,200
WORCESTER, MA - HMFA	\$122,000	\$65,550	\$74,900	\$84,250	\$93,600	\$101,100	\$108,600	\$116,100	\$123,600
<u>NON-Metropolitan Areas Massachusetts Counties</u>									
DUKES COUNTY	\$124,900	\$70,150	\$80,150	\$90,150	\$100,150	\$108,200	\$116,200	\$124,200	\$132,200
FRANKLIN COUNTY	\$98,600	\$55,800	\$63,800	\$71,750	\$79,700	\$86,100	\$92,500	\$98,850	\$105,250
NANTUCKET COUNTY	\$136,300	\$69,800	\$79,800	\$89,750	\$99,700	\$107,700	\$115,700	\$123,650	\$131,650

NOTE 1: Low Income: The 4-person, 80% of median Low Income limit nationwide is "capped" at the U.S. median family income level (\$96,200 for FY 2023), except when justified by high housing costs. An area's income limit is adjusted due to High Housing Costs if 85% of the area's annual 2 bedroom FMR is greater than 35% of the US Median Income.

NOTE 2: High Housing Cost Adjustment: In areas where rental housing costs are unusually high in relation to the median income, the 4-person 50% of median income limit (VLIL) is increased to the amount at which 35 percent of it equals 85 percent of the annualized two-bedroom Section 8 FMR. For the low-income (80%) limit, the adjustment is augmented by 1.6. [Also see Note 3.]

NOTE 3: 5-Percent Rule or Ceilings & Floor Adjustment: "Beginning with FY 2010 Income Limits [...], HUD eliminated its long standing 'hold harmless' policy but limited all annual decreases to 5 percent and [...] all annual increases not to exceed the greater of 5 percent or twice the change in the national median family income, whichever is greater." For FY 2023, the two most recent years of national median family income data are from the American Community Survey (ACS) in 2020 and 2021, at \$84,394 and \$85,806. However, because HUD did not use the ACS 2020 data for FY 2022 or FY 2023 IncomeLimits as the Census Bureau deemed it "experimental", HUD is retaining the 2019 ACS national median of \$80,944. HUD compares this to the 2021 ACS national median family income of \$85,806. This is a cumulative two-year change of 6.01%, or 2.96% on an annual basis. Two times 2.96% is 5.92%. This exceeds five percent, so the limit on FY 2023 increases in income limits is set at approximately 5.92%. (Note that HUD uses unrounded percentages in its actual calculations). The limit on decreases in income limits remains five percent..

Existing developments placed in service or receiving funding commitments prior to 5/15/2023 may be subject to special DHCD or HUD exceptions, including HUD "HERA Special" limits applicable to MTSP developments in selected income limit areas. Contact your funding or subsidizing agency (MassHousing, DHCD, MHP or MassDevelopment) for additional information in this regard. "HERA Special" Income Limits are only for use by projects in service in 2007 or 2008.

Effective Date: 05/15/2023 for 2023

**2023
RENT LIMITS
30% of 80% of Median
LOW INCOME**

**Metropolitan Statistical Areas (MSAs)
or HUD Metro FMR Areas (HMFA)**

Calculation of Rent:
(Based on 1.5 Persons / BR)

BARNSTABLE Town, MA MSA

BARNSTABLE Town, MA MSA

BOSTON - Cambridge - Quincy, MA - NH MSA

BOSTON-Cambridge-Quincy, MA-NH - HMFA

BROCKTON, MA - HMFA

LAWRENCE, MA NH - HMFA

LOWELL, MA - HMFA

PITTSFIELD, MA MSA

BERKSHIRE COUNTY, MA (part) HMFA

PITTSFIELD, MA - HMFA

Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)

EASTON - RAYNHAM, MA - HMFA

NEW BEDFORD, MA - HMFA

Providence, RI-FALL RIVER, MA - HMFA

TAUNTON-MANSFIELD-NORTON, MA - HMFA

SPRINGFIELD, MA MSA

SPRINGFIELD, MA - MSA

WORCESTER, MA MSA

Eastern WORCESTER COUNTY, MA - HMFA

FITCHBURG-LEOMINSTER, MA - HMFA

Western WORCESTER COUNTY, MA - HMFA

WORCESTER, MA - HMFA

**NON-Metropolitan Areas
Massachusetts Counties**

Calculation of Rent:
(Based on 1.5 Persons / BR)

DUKES COUNTY

FRANKLIN COUNTY

NANTUCKET COUNTY

	STUDIO	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM
	1 Person Limit / 12 x 30%	1 Pers.+ 2 Pers. / 2 / 12 x 30%	3 Person Limit / 12 x 30%	4 Pers.+ 5 Pers. / 2 / 12 x 30%	6 Person Limit / 12 x 30%	7 Pers.+ 8 Pers. / 2 / 12 x 30%
BARNSTABLE Town, MA MSA	\$1,611	\$1,726	\$2,071	\$2,393	\$2,670	\$2,946
BOSTON - Cambridge - Quincy, MA - NH MSA						
BOSTON-Cambridge-Quincy, MA-NH - HMFA	\$2,073	\$2,221	\$2,666	\$3,080	\$3,436	\$3,791
BROCKTON, MA - HMFA	\$1,656	\$1,774	\$2,128	\$2,460	\$2,743	\$3,028
LAWRENCE, MA NH - HMFA	\$1,657	\$1,775	\$2,130	\$2,461	\$2,745	\$3,029
LOWELL, MA - HMFA	\$1,657	\$1,775	\$2,130	\$2,461	\$2,745	\$3,029
PITTSFIELD, MA MSA						
BERKSHIRE COUNTY, MA (part) HMFA	\$1,395	\$1,495	\$1,793	\$2,072	\$2,312	\$2,551
PITTSFIELD, MA - HMFA	\$1,432	\$1,535	\$1,842	\$2,128	\$2,373	\$2,619
Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)						
EASTON - RAYNHAM, MA - HMFA	\$1,657	\$1,775	\$2,130	\$2,461	\$2,745	\$3,029
NEW BEDFORD, MA - HMFA	\$1,395	\$1,495	\$1,793	\$2,072	\$2,312	\$2,551
Providence, RI-FALL RIVER, MA - HMFA	\$1,433	\$1,536	\$1,843	\$2,130	\$2,376	\$2,621
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$1,656	\$1,774	\$2,128	\$2,460	\$2,743	\$3,028
SPRINGFIELD, MA MSA						
SPRINGFIELD, MA - MSA	\$1,395	\$1,495	\$1,793	\$2,072	\$2,312	\$2,551
WORCESTER, MA MSA						
Eastern WORCESTER COUNTY, MA - HMFA	\$1,657	\$1,775	\$2,130	\$2,461	\$2,745	\$3,029
FITCHBURG-LEOMINSTER, MA - HMFA	\$1,485	\$1,591	\$1,910	\$2,206	\$2,461	\$2,716
Western WORCESTER COUNTY, MA - HMFA	\$1,447	\$1,551	\$1,861	\$2,150	\$2,398	\$2,646
WORCESTER, MA - HMFA	\$1,638	\$1,755	\$2,106	\$2,433	\$2,715	\$2,996
NON-Metropolitan Areas Massachusetts Counties						
DUKES COUNTY	\$1,753	\$1,878	\$2,253	\$2,604	\$2,905	\$3,205
FRANKLIN COUNTY	\$1,395	\$1,495	\$1,793	\$2,072	\$2,312	\$2,551
NANTUCKET COUNTY	\$1,745	\$1,870	\$2,243	\$2,592	\$2,892	\$3,191

Effective Date: 05/15/2023 for 2023

2023
RENT LIMITS
30% of 70% of Median
Rent Limit Only - Applicable to NEF Funded Ch. 40B Developments
 (Income Qualification for Occupancy is 80% of Median Income Limit)

Metropolitan Statistical Areas (MSAs)
or HUD Metro FMR Areas (HMFA)

Calculation of Rent:
 (Based on 1.5 Persons / BR)

BARNSTABLE Town, MA MSA

BARNSTABLE Town, MA MSA

BOSTON - Cambridge - Quincy, MA - NH MSA

BOSTON-Cambridge-Quincy, MA-NH - HMFA

BROCKTON, MA - HMFA

LAWRENCE, MA NH - HMFA

LOWELL, MA - HMFA

PITTSFIELD, MA MSA

BERKSHIRE COUNTY, MA (part) HMFA

PITTSFIELD, MA - HMFA

Providence-Warwick, RI-MA MSA (Incl. NEW BEDFORD - FALL RIVER)

EASTON - RAYNHAM, MA - HMFA

NEW BEDFORD, MA - HMFA

Providence, RI-FALL RIVER, MA - HMFA

TAUNTON-MANSFIELD-NORTON, MA - HMFA

SPRINGFIELD, MA MSA

SPRINGFIELD, MA - MSA

WORCESTER, MA MSA

Eastern WORCESTER COUNTY, MA - HMFA

FITCHBURG-LEOMINSTER, MA - HMFA

Western WORCESTER COUNTY, MA - HMFA

WORCESTER, MA - HMFA

NON-Metropolitan Areas
Massachusetts Counties

Calculation of Rent:
 (Based on 1.5 Persons / BR)

DUKES COUNTY

FRANKLIN COUNTY

NANTUCKET COUNTY

	STUDIO	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM
	1 Person Limit / 12 x 30%	1 Pers.+ 2 Pers. / 2 / 12 x 30%	3 Person Limit / 12 x 30%	4 Pers.+ 5 Pers. / 2 / 12 x 30%	6 Person Limit / 12 x 30%	7 Pers.+ 8 Pers. / 2 / 12 x 30%
BARNSTABLE Town, MA MSA	\$1,410	\$1,511	\$1,813	\$2,095	\$2,338	\$2,579
BOSTON-Cambridge-Quincy, MA-NH - HMFA	\$1,818	\$1,948	\$2,338	\$2,701	\$3,013	\$3,325
BROCKTON, MA - HMFA	\$1,450	\$1,554	\$1,863	\$2,153	\$2,402	\$2,650
LAWRENCE, MA NH - HMFA	\$1,494	\$1,601	\$1,921	\$2,219	\$2,476	\$2,731
LOWELL, MA - HMFA	\$1,622	\$1,738	\$2,086	\$2,409	\$2,688	\$2,966
BERKSHIRE COUNTY, MA (part) HMFA	\$1,221	\$1,308	\$1,569	\$1,813	\$2,023	\$2,232
PITTSFIELD, MA - HMFA	\$1,254	\$1,344	\$1,611	\$1,862	\$2,077	\$2,292
EASTON - RAYNHAM, MA - HMFA	\$1,657	\$1,775	\$2,130	\$2,461	\$2,745	\$3,029
NEW BEDFORD, MA - HMFA	\$1,221	\$1,308	\$1,569	\$1,813	\$2,023	\$2,232
Providence, RI-FALL RIVER, MA - HMFA	\$1,254	\$1,344	\$1,613	\$1,863	\$2,079	\$2,294
TAUNTON-MANSFIELD-NORTON, MA - HMFA	\$1,450	\$1,554	\$1,863	\$2,153	\$2,402	\$2,650
SPRINGFIELD, MA - MSA	\$1,221	\$1,308	\$1,569	\$1,813	\$2,023	\$2,232
Eastern WORCESTER COUNTY, MA - HMFA	\$1,657	\$1,775	\$2,130	\$2,461	\$2,745	\$3,029
FITCHBURG-LEOMINSTER, MA - HMFA	\$1,300	\$1,393	\$1,671	\$1,931	\$2,154	\$2,377
Western WORCESTER COUNTY, MA - HMFA	\$1,267	\$1,358	\$1,629	\$1,882	\$2,100	\$2,317
WORCESTER, MA - HMFA	\$1,433	\$1,535	\$1,842	\$2,129	\$2,376	\$2,621
DUKES COUNTY	\$1,596	\$1,709	\$2,051	\$2,370	\$2,644	\$2,917
FRANKLIN COUNTY	\$1,221	\$1,308	\$1,569	\$1,813	\$2,023	\$2,232
NANTUCKET COUNTY	\$1,745	\$1,870	\$2,243	\$2,592	\$2,892	\$3,191

NOTE: To avoid anomalies due to HUD adjustments to 50% and/or 80% income limits, for older NEF Ch. 40B rental developments, those with Regulatory Agreements that reference 70% of AMI rent limits, the applicable rent limit shall be the lower of the rent derived from the HUD-published 80% of AMI income limits or the rent derived from the 70% of AMI income limits. The 80% of AMI income limit is the standard used to qualify for occupancy at all Massachusetts NEF Ch. 40B affordable rental housing developments.

Existing developments placed in service or receiving funding commitments prior to 5/15/2023 may be subject to special DHCD or HUD exceptions, including HUD "HERA Special" limits applicable to MTSP developments in selected income limit areas. Contact your funding or subsidizing agency (MassHousing, DHCD, MHP or MassDevelopment) for additional information in this regard. "HERA Special" Income Limits are only for use by projects in service in 2007 or 2008. □

FY 2023 Fair Market Rent Documentation System

The FY 2023 Barnstable Town, MA MSA FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms

Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2023 FMR	\$1,401	\$1,553	\$2,044	\$2,501	\$2,781
<u>FY 2022 FMR</u>	\$1,248	\$1,428	\$1,879	\$2,323	\$2,548

Brewster town, Massachusetts is part of the Barnstable Town, MA MSA, which consists of the following towns: Barnstable Town city (Barnstable County), MA; Bourne town (Barnstable County), MA; Brewster town (Barnstable County), MA; Chatham town (Barnstable County), MA; Dennis town (Barnstable County), MA; Eastham town (Barnstable County), MA; Falmouth town (Barnstable County), MA; Harwich town (Barnstable County), MA; Mashpee town (Barnstable County), MA; Orleans town (Barnstable County), MA; Provincetown town (Barnstable County), MA; Sandwich town (Barnstable County), MA; Truro town (Barnstable County), MA; Wellfleet town (Barnstable County), MA; and Yarmouth town (Barnstable County), MA. All information here applies to the entirety of the Barnstable Town, MA MSA.

Fair Market Rent Calculation Methodology



Show/Hide Methodology Narrative



Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. **Calculate the Base Rent**: HUD uses 2016-2020 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area as the new basis for FY2023, provided the estimate is statistically reliable. For FY2023, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2016-2020 5-year estimate, HUD checks whether the area has had at least 2 minimally reliable estimates in the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2023 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, HUD uses the estimate for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area as the basis for FY2023.



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: Select Board, Finance Committee
FROM: Conor Kenny, Project Manager
RE: Proposed Revisions to Private Road Betterment Bylaw
DATE: September 7, 2023

Article VII and Article VIII of Chapter 157 of the Town code are duplicative. Article VIII, as currently written, also contains a number of outdated steps in the private road betterment process. Conversations with Town Counsel have confirmed that the current Private Road Betterment Bylaw is in need of several revisions. Certain provisions are conflicting or ambiguous. The first proposed change is to remove Article VII in its entirety and replace it with an amended version of the language from Article VIII.

The proposed changes to the language in Article VIII have been drafted by Town Management in conjunction with Town Counsel, the Planning Department, the Department of Public Works, and the Assessing Department. These departments were all consulted through the redrafting process as the bylaw in its current iteration involves all the departments.

Notable changes in this revised draft include:

- Updating titles – i.e., Town Administrator to Town Manager, Town Accountant to Finance Director.
- Clearly defining a private road.
- Changing the role of Assessing Department from being a verifier of the accuracy of signatures to instead verifying that the signatories are the current owners of record.
- Removing the Planning Board hearing as a step in the process, as the current role of the Planning Board is duplicative with that of the Select Board.
- Clearly stating that betterments are recorded as a lien on properties.
- Defining the circumstances in which the Department of Public Works can make certain minor or temporary repairs to private roads.

Article VII Private Road Repair and Betterment

§ 157-11

A.

In the event that a group of property owners each of whom own property abutting and having rights on a private road, which has been open for public use continuously for at least the last five years, wish the Town of Brewster to finance the repair of their private road, they shall engage a professional engineer licensed to practice in Massachusetts and experienced in road construction and repair who shall develop a proposal for the repair of the private road, or relevant portion thereof. Eligible repairs include, without limitation, any or all of the following: new or additional drainage and stormwater facilities; new berms; driveway aprons; striping; the filling of existing cracks; patching; road-bed repair; and the application of one or more layers of bituminous concrete.

B.

As used in this Article, the following terms shall have the following meanings:

A private road, which includes a private street or private way, is a road that has not been laid out, dedicated, or adjudicated by a Massachusetts court as a public way but has either been laid out under the subdivision control law or is otherwise a matter of record with the Barnstable Registry of Deeds or the Town Clerk. The official record of public roads in the Town of Brewster is kept at the Town Clerk's office, which list may be amended from time to time.

A private road 'open for public use' includes a road open to public invitees whose access is not actively and openly restricted with gates, signage or the like.

C.

The proposal shall specify the projected useful life of the repaired private way, and in no event shall the projected useful life be less than fifteen (15) years, which is the maximum term allowed hereunder. All costs of preparing the plan, obtaining cost estimates and preparing the petition described below shall be the exclusive responsibility of the petitioners.

D.

The proposal shall include at least three bids from licensed and insured contractors experienced in road construction and repair to complete the work outlined in the survey plan and other proposal documents. Other objective sources to establish costs may be used instead at the discretion of the Town, including current construction costs recognized and maintained by Massachusetts Department of Transportation. After receipt of the bids, or otherwise substantiating estimated costs to the satisfaction of the Town, the property owners shall

prepare a petition to the Select Board for the Town of Brewster to finance the work in an amount certain, including a ten-percent contingency amount. The petition shall list the properties subject to the petition by tax map and parcel number together with the owners' names of record for each property from the most recent tax list and a space for each owner to place his or her signature. The petition must state that each signature represents a vote to request financing from the Town for the repair work and an irrevocable agreement by each owner to repay to the Town of Brewster, through the mechanism of a betterment added to each owner's real estate tax bill, his or her pro-rata share of the total amount to be financed plus interest and administrative costs, which administrative costs shall not exceed 4% of the project. Each property shall only be entitled to a single vote. The Town will not accept the petition for review unless so signed by the owners of a majority of the properties.

The signed petition, accompanied by the proposal documents including the cost estimates and survey plan, shall be submitted to the Select Board's Office. The Select Board shall refer every such petition to the Assessor's Office for verification that the signatories are the owners of record of the subject properties, and confirmation that a majority of said owners have signed. The Select Board shall consider all submitted petitions that are passed by the Assessor's Office, and will hold a public hearing thereon. After the hearing, if the Select Board determines that the proposed repairs are in the public interest and within the financial capability of the Town, the Select Board shall thereafter send out proxies to each of the property owners for signature evidencing the owner's ratification to moving forward with the petition at a Town Meeting and its irrevocable agreement to repay the Town through the betterment process, as outlined in Section D of this Article. Each property shall only be entitled to a single vote. The proxy document shall note changes to the scope or cost of the proposed repairs from the initial petition, as applicable. If the proxies are returned and signed by the owners of a majority of the properties at least 45 days prior to the Town Meeting at which the matter is to be considered, the Select Board may place the petition on the Town Meeting Warrant.

E.

Financing may be authorized and issued for said project by the Town for up to a 15-year term. If the Town Meeting votes to authorize financing for the project, an engineer representing the owners, and preferably the engineer who prepared the original plan and proposal, shall be named "Project Manager." The Project Manager shall prepare a new request for quotations with the bids to be directed to the Town Manager. The Project Manager and the Town Manager shall select the best bid to do the work. The Project Manager shall advise the Director of Public Works 48 hours in advance of each phase of the project and certify, in writing, to the Director of Public Works that each phase of the work has been completed to the Project Manager's satisfaction. The Director of Public Works shall inspect the completed work and advise the Town Finance Director that the work has been completed according to the endorsed petition, including the survey plan therein, so that payment for the work can be made. After completion of the project, each owner can choose to apportion their assessment into equal portions to be paid yearly over a period of up to 15 years.

F.

The petition procedure set out herein shall apply equally to a petition involving a group of private roads provided that where a property has frontage on, and derives access from, more than one group of roads, the owner of such property shall still be entitled to only one vote. Owners of lots that are assessed as unbuildable and lots that may not be built upon pursuant to a deed restriction, conservation restriction or the equivalent shall not be entitled to vote, and such lots shall not be subject to betterment assessments hereunder.

G.

The Town of Brewster shall incur no liability for any damages of any nature whatsoever arising from the project by virtue of the Town's agreeing to carry out any repair of a private way. The owners who benefit from the repair and are assessed betterments shall be deemed to have indemnified and held the Town harmless against any and all such claims. The Town makes no warranty or guarantee concerning the quality or fitness of the work.

H.

Any private way improved under the provisions of this Article need not be brought up to full Town road standards. Any private way improved under the provisions of this Article shall continue to remain a private way but nonetheless open for public use.

I.

Except as otherwise provided in this Article, private road betterments shall be assessed and committed according to MGL Chapter 80 and Chapter 373 of the Acts of 2006. Betterments shall be recorded and serve as record liens against the subject properties.

J.

Authorization of the private road betterment petition does not relieve the private owners from obtaining all necessary permits and approvals for the work.

K.

The repairs allowed hereunder shall be considered and are permissible within the meaning of GL c. 40, Section 6N.

L.

Notwithstanding the foregoing, the Director of Public Works may, at their discretion, direct Town employees to make minor or temporary repairs on private roads under the purview of maintenance activities or unusual circumstances. These repairs shall not include construction, reconstruction and/or resurfacing of the ways.

Revised – Strike Outs

Article VII Private Road Repair

§ 157-11 Filing of petitions and recommendation of engineer.

~~A.~~

~~A petition signed by at least 51% of the private way abutters must be filed no later than August 1 of any given fiscal year with the Administrative Assistant to the Select Board for verification of property owners by the Deputy Assessor. Petitions received after August 1, 1985, will be considered in the following fiscal year.~~

~~B.~~

~~The petition and recommendation of the engineer must be filed with the Select Board by September 1, 1985, of the same fiscal year.~~

~~C.~~

~~No petition will be entertained without meeting the criteria of Subsections A and B.~~

§ 157-12 Types of repairs to be made.

~~A.~~

~~Repairs shall be minor or temporary in nature and shall be limited in scope to the annual policy established by vote of the Board of Public Works. They shall be considered maintenance activities and shall not include construction, reconstruction and/or resurfacing of the ways.~~

~~B. Repairs shall be necessitated by public need.~~

§ 157-13 Betterment charges.

~~No betterment charges shall be levied.~~

§ 157-14 Liability of Town.

~~The Town does not accept liability for damages caused by any activity herein provided.~~

§ 157-15 Minimum time road to be open.

~~The way must have been open to the public use for a term of not less than seven years, this date to be determined by the date of definitive approval by the Planning Board.~~

§ 157-16 Cash deposits.

No cash deposit shall be required for repairs.

§ 157-17 Decisions to be final.

All decisions by the Select Board are final.

§ 157-18 Amendment of guidelines.

These guidelines may be amended by vote of the Board of Public Works.

§ 157-19 Cost not to exceed budget.

The total dollar amount is not to exceed the budget and/or appropriation for any given fiscal year.

Article VIII VII Temporary Private Road Repair and Betterment

§ 157-2011 Repair by Town.

A.

In the event that a group of property owners each of whom own property abutting and having rights on a private road, which has been open for public use continuously for at least the last five years, wish the Town of Brewster to finance the repair of their private way road, they shall engage a professional engineer licensed to practice in Massachusetts and experienced in road construction and repair who shall develop a proposal for ~~survey the road in question to develop a plan for the repair of that~~ the private road, or relevant portion thereof. Eligible repairs include, without limitation, any or all of the following: ~~which shall take into consideration the need for~~ new or additional drainage and stormwater facilities; new berms; driveway aprons; striping; ~~to protect the edges of the repaired road,~~ the filling of existing cracks; patching; road-bed repair; and the application of one or more layers of bituminous concrete.

B.

As used in this Article, the following terms shall have the following meanings:

A private road, which includes a private street or private way, is a road that has not been laid out, dedicated, or adjudicated by a Massachusetts court as a public way but has either been laid out under the subdivision control law or is otherwise a matter of record with the

Barnstable Registry of Deeds or the Town Clerk. The official record of public roads in the Town of Brewster is kept at the Town Clerk's office, which list may be amended from time to time.

A private road 'open for public use' includes a road open to public invitees whose access is not actively and openly restricted with gates, signage or the like.

B.

C.

The ~~plan~~ **proposal** shall specify the projected useful life of the repaired private way, and in no event shall the projected useful life be less than ~~15~~ **fifteen (15) years, which is the maximum term allowed hereunder.** All costs of preparing the plan, obtaining cost estimates and preparing the petition described below shall be the exclusive responsibility of the petitioners.

E.

D.

~~After the plan has been prepared, the property owners' engineer shall secure at least three bids from established contractors to complete the work outlined in the engineer's plan. The proposal shall include at least three bids from licensed and insured contractors experienced in road construction and repair to complete the work outlined in the survey plan and other proposal documents. Other objective sources to establish costs may be used instead at the discretion of the Town, including current construction costs recognized and maintained by Massachusetts Department of Transportation.~~ After receipt of the bids, or otherwise substantiating estimated costs to the satisfaction of the Town, the property owners shall prepare a petition to the Select Board for the Town of Brewster to finance the work in an amount certain, including a ten-percent contingency amount. The petition shall list the ~~parcels~~ **properties subject to the petition by tax map and parcel** by lot number and ~~map number~~ together with the owners' names of record for each property from the most recent tax list and with a space for each owner to place his or her signature. The petition must state that each signature represents a vote to request financing from the Town for the repair work and an irrevocable agreement by each ~~signatory~~ **owner** to repay to the Town of Brewster, through the mechanism of a betterment added to each owner's real estate tax bill, his or her pro-rata share of the total amount to be financed plus interest and administrative costs, which ~~Town~~ administrative costs shall not exceed 4% of the project. Each property shall only be entitled to a single vote. The Town will not accept the petition for review ~~shall not be presented to the Selectmen unless~~ so signed by 50% of all the ~~abutters~~ **owners of a majority of the properties** to the road plus one more abutter shall have agreed to the project and its financial commitment by having signed it.

D.

The signed petition, accompanied by the ~~engineer's plan~~ **proposal documents,** ~~a map of the private way to be repaired and backup for the cost estimates~~ including the cost estimates and

survey plan, shall be submitted to the ~~Selectmen's~~ Board's Office. The ~~Selectmen~~ Board shall refer every such petition to the Assessor's Office for verification ~~of signatures~~ that the signatories are the owners of record of the subject properties, and confirmation that ~~more than 50%~~ a majority of abutters said owners have signed. The ~~Selectmen~~ Board shall consider all submitted petitions that are passed by the Assessor's examination Office, and will hold a public hearing thereon. After the hearing, if the ~~Selectmen~~ Board determines that the proposed repairs are in the public interest and ~~if the Selectmen determine that these repairs are within the financial capability of the Town,~~ ~~the Select Board shall refer each petition so determined to the Planning Board which shall conduct a public hearing on each petition to evaluate the plan, examine the cost estimates and hear from both the abutters and the general public. The Planning Board shall either endorse the plan by a simple majority vote and return it to the Selectmen, recommend changes in costs or scope of the plan or disapprove the plan by a simple majority vote.~~

~~E.~~

~~If the Planning Board approves any such plan, the Select Board may place the plan on the warrant for any special or annual Town Meeting. The Select Board shall thereafter send out proxies to each of the abutters—~~ property owners for signature evidencing the owner's ratification to moving forward with the petition at a Town Meeting and its irrevocable agreement to repay the Town through the betterment process, as outlined in Section D of this Article. Each property shall only be entitled to a single vote. The proxy document shall note changes to the scope and or cost changes, of the proposed repairs from the initial petition, as applicable if any. If the proxies must be are returned and signed by the owners of a majority of the properties at least 45 days prior to the Town Meeting at which ~~they the matter~~ are is to be considered, ~~if the proxies are returned within such time,~~ the ~~Selectmen Board~~ Board may place the ~~project~~ petition on the Town Meeting Warrant. ~~provided that more than 50% of the abutters approve the plan as approved by the Planning Board. Long term financing may be issued for said project by the Town for up to a fifteen year period.~~

~~F.~~

~~E.~~

~~Long term~~ Financing may be authorized and issued for said project by the Town for up to a 15-year term. If the Town Meeting votes to ~~endorse and finance~~ authorize financing for the project, ~~the an~~ engineer representing the owners, and preferably the engineer who did prepared the original plan and proposal, shall be named "Project Manager." ~~He~~ The Project Manager shall prepare a new request for quotations with the bids to be directed to the Town ~~Administrator~~ Manager. The Project Manager and the Town ~~Administrator~~ Manager shall select the best bid to do the work. The Project Manager shall advise the ~~Superintendent~~ Director of Public Works 48 hours in advance of each phase of the project and certify, in writing, to the ~~Superintendent~~ Director of Public Works that each phase of the work has been completed to the Project Manager's satisfaction. The ~~Superintendent~~ Director of Public Works shall inspect the completed work and ~~certify to~~ advise the Town ~~Accountant~~ Finance Director that the work is has been completed according to the endorsed petition, including the survey plan therein,

so that payment for the work can be made. After completion of the project, each owner can choose to apportion their assessment into equal portions to be paid yearly over a period of up to 15 years.

~~G.~~

F.

~~For a group of private roads within a subdivision, the same procedure shall be used for any petition filed on or after July 1, 2019, provided that a majority of the owners of the lots abutting the group of private ways to be repaired signs the petition required by Subsection B above. **The petition procedure set out herein shall apply equally to a petition involving a group of private roads provided that** where a ~~lot~~ **property** has frontage on, and derives access from, more than one group of roads, the owner of such ~~lot~~ **property** shall **still** be entitled to only one vote. Owners of lots that are assessed as unbuildable and lots that may not be built upon pursuant to a deed restriction, conservation restriction ~~or other recorded instrument~~ **or the equivalent** shall not be entitled to vote, and such lots shall not be subject to betterment assessments hereunder.~~

~~H.~~

G.

The Town of Brewster shall incur no liability for any damages of any nature whatsoever arising from the project by virtue of the Town's agreeing to ~~finance~~ **carry out** any repair of a private subdivision way. The ~~abutters~~ **owners** who ~~accept Town financing~~ **benefit from the repair and are assessed betterments** shall be deemed to have indemnified and held the Town harmless against any and all such claims. **The Town makes no warranty or guarantee concerning the quality or fitness of the work.**

~~I.~~

H.

Any private way improved under the provisions of this ~~bylaw~~ **Article** need not be brought up to full Town road standards. Any private way improved under the provisions of this ~~bylaw~~ **Article** shall continue to remain a private way **but nonetheless open for public use.**

I.

Except as otherwise provided in this Article, private road betterments shall be assessed and committed according to MGL Chapter 80 and Chapter 373 of the Acts of 2006. Betterments shall be recorded and serve as record liens against the subject properties.

J.

Authorization of the private road betterment petition does not relieve the private owners from obtaining all necessary permits and approvals for the work.

K.

The repairs allowed hereunder shall be considered and are permissible within the meaning of GL c. 40, Section 6N.

L.

Notwithstanding the foregoing, the Director of Public Works may, at their discretion, direct Town employees to make minor or temporary repairs on private roads under the purview of maintenance activities or unusual circumstances. These repairs shall not include construction, reconstruction and/or resurfacing of the ways.

COMMUNITY PRESERVATION ACT FUNDING (Special Town Meeting)

ARTICLE NO.X: To see if the Town will vote to act upon the recommendations of the Community Preservation Committee; to appropriate from Fund Balances Reserved for future expenditure, the amounts shown below, for the purpose of future expenditures, operating and administration expenses, and reserve funds related to Community Preservation, Historic Preservation, Open Space, Community Housing and/or Recreation; and to authorize the Town Administrator to enter into contracts for operating and administration related to Community Preservation, Historic Preservation, Community Housing and Open Space and/or Recreation, all as follows:

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
1	Community Housing			
	a. Brewster Affordable Housing Trust	Affordable Buydown Program	Undesignated Fund Balance	\$255,000
	b. Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC)	Development of affordable housing units at Spring Rock Village on Millstone Road	Undesignated Fund Balance	\$507,500
	Sub-total			\$762,500
	Grand Total			\$762,500

For Fiscal Year 2024 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 grant or acceptance of 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 G.L. c.184 and G.L. c.44B, Section 12, and to authorize the Board of Selectmen to convey or accept such restrictions;

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 10% Open Space and Recreation, 10% Housing, 10% Historical and 70% for Budgeted Reserve for CPA.

Or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

COMMENT

In May of 2005, Brewster voters approved a ballot question which allowed for the adoption of the modified Community Preservation Act (CPA). The act appropriates a 3% surcharge on the town's real estate tax revenues, which are reserved in a special fund in order to finance projects and programs for the purposes of preservation of open space, recreation, community housing, and historic preservation. Brewster is also eligible to receive up to 100% in matching funds from the State, although we anticipate a reduced reimbursement rate from the State for Fiscal Year 2024, which is projected at 25%. In Fall 2022 Brewster adopted, through a local bylaw, a distribution schedule for the annual CPA funds beginning in FY24 as follows: 10% of the funds for open space and recreation, 10% for community housing, 10% for historic preservation, and the 70% undesignated reserve balance is available for any CPA eligible project. The 2022 bylaw also established a non-binding 2023-2027 Target Allocation Policy as follows: 30% for Open Space, 30% for community housing, 10% historic preservation, 10% recreation, and 20% for any CPA eligible project.

1. Community Housing:

a. Brewster Affordable Housing Trust – Brewster Affordable Buydown Program –

Brewster Affordable Housing Trust's (BAHT) Affordable Buydown Program is a continuation of the Brewster Affordable Homebuyers Buy Down Program which began in 2007 and, over the past 16 years, expended \$360,000 to assist 12 households in purchasing affordable homes in Brewster. Funding is now exhausted. When the Buy Down program was first developed by the Community Preservation Committee (CPC), Brewster did not have a municipal housing trust. Going forward, the BAHT will manage the Buydown Program which may provide up to \$50,000 of grant assistance¹ to first-time affordable homebuyers purchasing a home in Brewster. Eligible households may make up to 80% of the Area Median Income (AMI) and must agree to place a permanent deed restriction on the home. The grant funds reduce, buy down, the purchase price of the home to make the home affordable and are provided as an interest-free loan, forgivable after 30 years. The program is targeted to preserve affordable homes already on the Town's Subsidized Housing Inventory (SHI). These monies will fund buydown awards and administrative expenses for the program. The Brewster Housing Partnership recommended approval of this request to the Community Preservation Committee.

Total Project Cost: \$255,000

CPC Request: \$255,000

CPC Vote: 9-0-0

b. Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) – Development of affordable housing units at Spring Rock Village on Millstone Road

Spring Rock Village is the proposed development of 45 affordable housing units located on Millstone Road in Brewster. The community will provide apartments for a range of household types – with affordable rents that working Brewster households can support. The site design creates a sociable neighborhood that preserves the existing 16-acre woodland

habitat and minimizes building footprints by centering several four-unit apartment buildings around a town center. The development prioritizes sustainability with its town-center-focused site layout and commitment to Passive House energy efficiency. The apartments will include 15 one-bedrooms, 25 two-bedroom, and 5 three-bedrooms scattered across the buildings featuring traditional Cape Cod architecture. The project is close to Nickerson State Park, the Cape Cod Rail Trail, and public transportation provided by Cape Cod Regional Transit Authority. Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) were selected by the Brewster Affordable Housing Trust to develop this project through a Request for Proposals process. (RFP) The Town of Brewster, through the Affordable Housing Trust, Select Board and town staff crafted the vision for this project prior to releasing a Request for Proposals from developers. The project is scheduled for completion in June 2026. The initial lease up for tenants will include a 55% local preference (24 units) and a 15% regional preference (7 units). \$500,000 of the award will be used for construction costs of the project. \$7,500 will be used to pay CPC legal and administrative expenses related to the award. The Brewster Housing Partnership recommended approval of this request to the Community Preservation Committee.

Total Project Cost: \$27,128,227

CPC Request: \$507,500

CPC Vote: 8-0-0

DRAFT

ⁱ Question for Legal – Will this wording preclude BAHT from the option of providing a buydown in excess of \$50,000? If so, we recommend removing the phrase “up to \$50,000” – the committee preference is to leave it in the summary.

DRAFT



Spring Rock Village

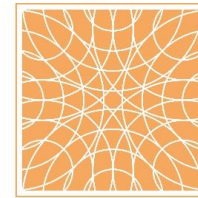
Community Preservation Committee

September 27, 2023





Freeman Law Group LLC



UNION STUDIO
ARCHITECTURE & COMMUNITY DESIGN



Development Team



Ocean's
Edge

Site Location

Millstone
Road

Captain's
Village



Project Overview



- ✓ Offer range of household sizes:
45 rental apartments

15 x 1BR

25 x 2BR

5 x 3BR

- ✓ Create sociable neighborhood
- ✓ Minimize building footprints
- ✓ Preserve existing woodland habitat
- ✓ Use traditional Cape Cod architecture
- ✓ Prioritize sustainability (site layout, energy efficiency)
- ✓ Respect buffers

Building	1BR	2BR	3BR	TOTAL
1				0
2	9	3	1	13
3	2	2		4
4		4		4
5		4		4
6		4		4
7	2	2		4
8			2	2
9		4		4
10	2	2		4
11			2	2
TOTAL	15	25	5	45

Proposed
Program and
Unit Mix

Unit Mix - Affordability Program

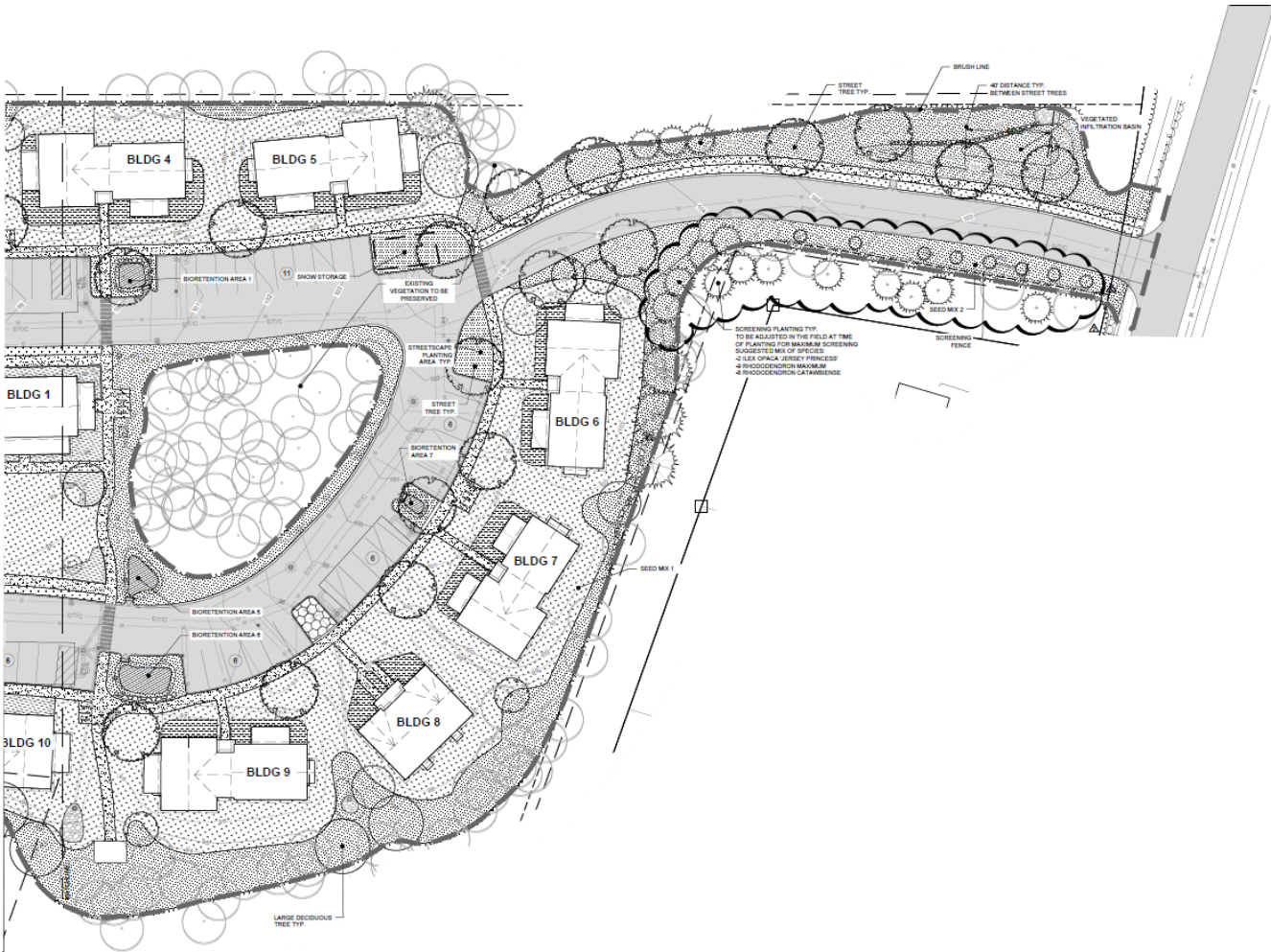
Size	30% AMI	60% AMI	80% AMI	Total
1BR		10	5	15
2BR	4	16	5	25
3BR	4	1		5
Total	8	27	10	45

This affordability program is subject to change before construction start.

Size	Rent Range
1BR	\$591 - \$1,739
2BR	\$821 - \$1,957
3BR	\$1,252 - \$2,173

These representative rent ranges are posted by HUD and updated annually; again, subject to change.

Updates since we last met:



- ✓ ZBA Comprehensive Permit Approved in July
 - Some changes to buffer plantings and parking, but largely the project design is the same as originally proposed.
- ✓ Budget updates based on conceptual plans
- ✓ Design Team is advancing the plans from conceptual to a higher level of detail (70% set)
- ✓ Updated pricing this fall based on 70% set
- ✓ Preparing a pre-application to the Executive Office of Housing and Livable Communities (HLC), formerly DHCD. Application due in October
- ✓ Local support is essential to leverage state funds

Landscape Details



0 Millstone Road | Brewster, MA
45 Units
New Construction

	2023	2023
	Underwritten	Underwritten per unit
Revenue		
Economic Occupancy	95%	
Rental Income		
Tenant Rent	958,416	21,298
Rent Assistance Payments	-	-
Total Rental Income	958,416	21,298
Adjustments to Potential		
Vacancy	(47,921)	(1,065)
Commercial Vacancy	-	-
Bad Debts	-	-
Gain/Loss on Leases	-	-
Tenant Concessions	-	-
Total Vacancy	(47,921)	(1,065)
Net Rental Income	910,495	20,233
Other Income		
Laundry & Vending Income	5,400	120
Tenant Charges	-	-
Total Other Income	5,400	120
Total Income	915,895	20,353
Expenses		
Administrative		
Education & Training	700	16
Advertising & Marketing	900	20
Other Renting Expense	-	-
Office Supplies	1,800	40
Postage	1,100	24
Computer Expense	6,300	140
Compliance "Program Support"	1,500	33
Consultant/Professional Fees	900	20
Compliance Fees	1,000	22
Technical Support	-	-
Legal Expense	9,700	216
Audit Expense	12,500	278
Bookkeeping/Accounting Expense	4,100	91
Central Office Expense	-	-
Telephone	3,600	80
Applicant Credit & Background	1,200	27
Travel & Mileage	3,900	87
Miscellaneous Admin. Expense	3,100	69
Total Administrative Expenses	52,300	1,162

Payroll		
Office Salaries	-	-
Manager Salary	39,000	867
Maintenance Payroll	-	-
Maintenance Super Salary	37,800	840
Cleaning & Janitorial Payroll	-	-
Payroll Taxes	4,172	93
Workers' Compensation Insurance	2,608	58
Health Insurance & Other Employee Ben	9,120	203
Retirement Benefits	3,129	70
Total Payroll Expenses	95,829	2,130
Management Fee		
Management Fee	30,780	684
Total Management Fee	30,780	684
Resident Services		
Resident Services Programs	14,000	311
Resident Services Mileage	-	-
Resident Services Computer Expense	-	-
Resident Services Telephone	-	-
Resident Services Payroll	27,500	611
Total Resident Services/Community Impa	41,500	922

Maintenance		
Repair Supplies - General	-	-
Exterminating Supplies	100	2
Grounds & Rec Supplies	500	11
Cleaning/Janitorial Supplies	1,300	29
Plumbing Repairs/Maint Supplies	-	-
Hardware Supplies	1,800	40
Decorating Supplies	3,100	69
Miscellaneous Repair Contract	-	-
Exterminating Contract	2,400	53
Asphalt & Parking Repairs	-	-
Grounds & Rec Contract	40,000	889
Cleaning/Janitorial Contract	13,600	302
Electrical Repairs & Maint Contract	-	-
Plumbing Repairs & Maint Contract	11,300	251
Appliance Repairs & Maintenance	300	7
Decorating Contract	13,400	298
Swim Pool Maintenance/Contract	-	-
Carpet & Floor Repairs	1,400	31
Elevator Maintenance	-	-
Uniforms	200	4
Trash Removal	13,500	300
Security Payroll/Contract	-	-
Security Rent Free Unit	-	-
Security Agency & Alarm	2,900	64
Security Camera - Hardware & Monitoring	800	18
Heating/Cooling Repairs & Maintenance	15,600	347
Snow Removal	19,500	433
Fire/Life Safety Equipment Maintenance	7,600	169
Vehicle & Maintenance Equipment Rep	200	4
Maintenance Tools & Equipment	900	20
Total Maintenance Expense	150,400	3,342

Total Controllable Expenses	370,809	8,240
Utilities		
Fuel Oil	-	-
Electricity	37,485	833
Water	12,015	267
Gas	-	-
Sewer	12,015	267
Utility Fees	-	-
Cable TV/Internet Access	1,373	31
Total Utility Expense	62,888	1,398
Taxes & Insurance		
Real Estate Taxes	30,015	667
Property & Liability Insurance	37,867	841
Total Taxes & Insurance	67,882	1,508
Total Expenses (Before RRs)	501,578	11,146
Total Expenses per unit (before RRs)		
Replacement Reserve Deposits	15,750	350
Total Operating Expenses	517,328	11,496
Net Operating Income	398,567	8,857
Principal & Interest Payment	346,580	
MIP / Bond Fees	-	
Annual Hard Debt Service	346,580	7,702
Cash Flow After Hard Debt Service	51,987	1,155
DSCR	1.15	

0 Millstone Road | Brewster, MA
 45 Units
 New Construction

Rent Schedule

Residential Unit Rent Inputs

Unit Type	Units	Bedrooms	Rent Program	AMI sed for LIHTC Constraint	LIHTC	Unit Size (SF)	Current Gross Rent 2022	Utility Allowance 2022	MRVP Rent 2023	PBV Rent 2023	U/W Rent Dev Year 2023	Max LIHTC Rent 95%
1BR - 60% - LIHTC Unassisted	10	1	LIHTC Unassisted	60%	Yes	591	1,598	45	1,553	1,663	1,250	1,295
2BR - 60% - LIHTC Unassisted	8	2	LIHTC Unassisted	60%	Yes	821	2,107	63	2,044	2,185	1,491	1,554
3BR - 60% - LIHTC Unassisted	1	3	LIHTC Unassisted	60%	Yes	1,252	2,582	81	2,501	2,670	1,715	1,796
1BR - 30% - PBV	-	1	PBV	30%	Yes	591	1,598	45	1,553	1,663	1,663	
2BR - 30% - PBV	4	2	PBV	30%	Yes	821	2,107	63	2,044	2,185	2,185	
3BR - 30% - PBV	4	3	PBV	30%	Yes	1,252	2,582	81	2,501	2,670	2,670	
1BR - 80% - Workforce	5	1	Workforce	80%	No	591	1,598	45	1,553	1,663	1,682	1,727
2BR - 80% - Workforce	5	2	Workforce	80%	No	821	2,107	63	2,044	2,185	2,009	2,072
3BR - 80% - Workforce	-	3	Workforce	80%	No	1,252	2,582	81	2,501	2,670	2,314	2,395
1BR - 50% - MRVP	-	1	MRVP	50%	Yes	591	1,598	45	1,553	1,508	1,508	
2BR - 50% - MRVP	8	2	MRVP	50%	Yes	821	2,107	63	2,044	1,981	1,981	
3BR - 30% - MRVP	-	3	MRVP	30%	Yes	1,252	2,582	81	2,501	2,420	2,420	
Total / Average	45	80		50.9%	35	35,650	1,990	59	1,931	2,029	1,775	
Gross					78%	41,941	1,074,660		1,042,800	1,095,598	958,416	

Sources and Uses of Funds

Sources of Funds	
1st Mortgage	\$5,249,177
DHCD Soft Subsidy	\$4,500,000
Barnstable County HOME	\$300,000
Brewster CPC	\$500,000
Brewster AHT	\$500,000
Other Cape Cod CPC	\$200,000
Energy Grant - Cape Light	\$500,000
Workforce Housing - MassHousing	\$1,000,000
Equity - Federal 9% LIHTC	\$9,499,050
Equity - State LIHTC	\$4,000,000
Equity - Solar Tax Credits	\$180,000
Deferred Developer Fee	\$750,000
Total Sources	\$27,178,227

Uses of Funds	
Acquisition	0
Construction	\$18,650,000
Hard Cost Contingency	\$932,500
Soft Costs	\$4,657,399
Reserves	\$549,836
Paid Developer Fee	\$1,638,492
Deferred Developer Fee	\$750,000
Total Uses	\$27,178,227

Recent Cape Cod Affordable Housing Development Costs and HOME Consortium Status

Project	Total Development Cost /Unit	Construction Cost/ Sq. Foot	HOME Consortium Funding	Status
Little Pond, Falmouth	\$368,762	\$265	Funded & built	Completed
Yarmouth Gardens, Yarmouth	\$406,367	\$249	Funded (\$250,000 + \$100,000) & built	Completed 9/2022
Terrapin Ridge, Sandwich	\$533,972	\$379	Funded (\$250,000) & built	Completed
Brewster Woods, Brewster	\$452,676	\$238	Funded (\$250,000) & built	Completed 4/2023
LeClair Village, Mashpee	\$611,141	\$391	Funded (\$300,000)	Under construction
Scranton Main, Falmouth	\$548,787	\$323	Funded (\$300,000)	Under construction
Cape View Way, Bourne	\$609,937	\$361	Conditional funding (\$300,000)	In process
Cloverleaf, Truro	\$616,387	\$345	Conditional funding (\$300,000)	In process
Jerome Smith, Provincetown	\$614,517	\$417	Funding application approved (\$300,000) at 9/2023 meeting	In process
Henry Wing, Sandwich	\$627,591	\$292 (rehab & community space)	Funding application approved (\$300,000) at 9/2023 meeting	In process, LIHTC funding approved
Juniper Hill, Wellfleet	\$733,935	\$384	Application filed	Application filed
Spring Rock Village, Brewster	\$603,961	\$404	Application anticipated	Application anticipated

Please note, these are estimates listed in the chart, not necessarily actual costs. There may be slightly different amounts found in different materials. This information is based on HOME Consortium reports and the CPC application.

Prepared for the Brewster Community Preservation Committee by Jill Scalise, Brewster Housing Coordinator, September 27, 2023

Fall Town Meeting Capital & Special Projects (STM 11.13.23; Article 2)

<u>Department Name</u>	<u>Project Name</u>	<u>Amount Requested</u>	<u>Funding Source</u>
Select Board/Town Admin.			\$50,000 Free Cash, \$50,000 Water Quality
	Pond Management Plan	100,000.00	Stabilization
	Herring River Watershed Permit	50,000.00	Water Quality Stabilization Fund
	Total	150,000.00	
Assessor			
	Valuation Services	80,000.00	Overlay
Facilities			
	Townwide Building Maintenance & Security	30,000.00	Free Cash
Information Technology			
	Technology Upgrades/ Replacement	40,000.00	Free Cash
Police			
	Vehicle Replacement (3 hybrid)	140,000.00	Free Cash
	Mobile Data Terminal Replacement	45,000.00	Cell Tower Lease Funds
	Total	185,000.00	
Fire			
	Misc. Fire Equipment	30,000.00	Free Cash
	Additional Funding for Ambulance Leases	15,000.00	Ambulance Fund
	Chest Compression Devices	65,000.00	Ambulance Fund
	Mobile Computer Equipment	35,000.00	Ambulance Fund
	Total	145,000.00	
Building/Inspections			
	Hybrid Vehicle (new)	60,000.00	Free Cash
Recreation			
	Replace Town Hall Field Benches (6)	10,000.00	Free Cash
Brewster Elementary Schools			
	Stony Brook Generator Design	75,000.00	Free Cash
Public Works			
	Drainage/Road Maintenance	250,000.00	Free Cash
	One Ton Dump Truck Replacement	220,000.00	Free Cash
	Mower Replacement	25,000.00	Free Cash
	Pick-up Truck	80,000.00	Free Cash
	Mobile Digital Sign Board	20,000.00	Cable RRFA Fund
	DPW Building Maintenance	50,000.00	Reappropriate Existing Articles
	Electric Mower	17,000.00	Free Cash
			\$2,150,000 Free Cash, \$150,000 from re-appropriations, \$250,000 Private Road Betterment
	Millstone Road Construction	2,550,000.00	Fund
	Total	3,212,000.00	
Council on Aging			
	50th Anniversary Celebration	15,000.00	Free Cash
Water Enterprise			
	Red Top Rd. Water Main Installation	75,000.00	Retained Earnings
Brewster Ladies Library			
	Elevator	100,000.00	Free Cash
Golf Enterprise Fund			
	Maintenance Building Design	400,000.00	Retained Earnings
	Irrigation Pump Reconditioning	100,000.00	Retained Earnings
	Equipment Replacement	350,000.00	Retained Earnings
	Tee Box Renovations	20,000.00	Retained Earnings
			\$350,000 Retained Earnings, \$350,000 Golf Capital
	Windows & Doors (additional funding)	700,000.00	Stabilization
	Restaurant Equip., Furnishings, Repairs	15,000.00	Retained Earnings
	Driving Range Improvements	15,000.00	Retained Earnings
	Irrigation Water Source & Supply Study	100,000.00	Retained Earnings
	Total	1,700,000.00	
Grand Total All Fall Capital & Special Projects		5,877,000.00	

<u>Funding Sources</u>	<u>Free Cash Appropriations</u>
Free Cash	Free Cash Certified for FY24
3,292,000.00	5,130,085.00
Ambulance Fund	Fall Free Cash Appropriations (Article 2)
115,000.00	(3,292,000.00)
Water Quality Stabilization Fund	Opioid Settlement Fund (Article 9)
100,000.00	(56,797.00)
Overlay	Anticipated Spring TM Free Cash Requests
80,000.00	<u>(650,000.00)</u>
Cell Tower Lease Fund	Remaining Available
45,000.00	1,131,288.00
Cable Receipt Reserved Fund	
20,000.00	
Re-Appropriate Existing Articles	
200,000.00	
Road Betterment Fund	
250,000.00	
Golf Retained Earnings	
1,700,000.00	
Water Retained Earnings	
<u>75,000.00</u>	
5,877,000.00	



Town of Brewster

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

Office of:
Select Board
Town Manager

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Manager
RE: Update on Millstone Road Improvement Project Costs & Financing Options
DATE: September 8, 2023

Following the Select Board's vote last spring to proceed with the Millstone Road Improvement Project, we have been working to finalize the design. Last month, we secured the necessary state permitting approvals from EEA. We have a hearing before the Brewster Conservation Commission on September 12 regarding our Notice of Intent. We plan to seek a stormwater permit from the Planning Board next month and will hold a tree hearing then as well.

Per the attached cost estimate, which is based on recent relevant data, the total project cost is currently estimated at \$10.3M. We have \$5.75M in available road bonds. We have a \$2M balance in available Chapter 90 state aid for road construction. We can also ask Town Meeting approval to reappropriate \$50k from prior road capital articles, \$150k from the Sea Camps pool parking article, and \$300k from closed out private road betterments. This leaves us with a projected shortfall of approximately \$2M.

We are seeking your policy direction on the following questions:

1. Do you support bringing an article to Town Meeting seeking to approve \$2M in Free Cash to cover the balance of anticipated project costs? As we will discuss at your September 11 meeting, Free Cash has been certified at \$5.1M. Taking this approach would still leave a balance of \$2M to fund capital projects this year (which is our standard annual target amount) plus leave \$1M in unallocated reserves to roll over into FY25 (also consistent with past practice and the Select Board's policies on financial reserves). The other financing options are issuing more debt (2/3 Town Meeting vote), appropriating from capital stabilization (2/3 vote), or significantly reducing the scope of the project (which will be challenging and will undermine the overall public safety and access goals of this initiative). Absent this additional appropriation, it won't be feasible to proceed in putting the project out to bid.

2. Do you support paying the utilities (primarily Verizon & Eversource) about \$763k (plus another ~\$100k to Comcast) to move their equipment (poles, etc) now so they can begin that work next month or would you prefer to wait until after Town Meeting to do so? The utilities need to start their site work before we go out to bid to avoid delays in construction mobilization. If we pay them this month, we expect they will start work next month which would likely keep us on track to go out to bid this winter and begin construction next spring. If we wait until after Town Meeting approves the additional funding in November, the project may be set back by 6 months and would probably start next fall. We are worried that the project costs will increase beyond our current estimates if we wait. As you know, we have seen significant cost escalation on public works and facilities projects over the past few years.

As you know, in opening up the bay property to residents the past two years, to First Light Beach, the Brewster Community Pool, and numerous community events, the importance of improved, safer public access to the Sea Camps has become even critical than when we starting planning this project.

100% CONSTRUCTION COST ESTIMATE
Millstone Road
Brewster, Massachusetts
September 29, 2023

Participating

Item No	Qty	Unit	Description	Unit Price	Amount
101.	2.1	A	CLEARING AND GRUBBING	\$80,000.00	\$168,000.00
102.1	2,000	FT	TREE TRIMMING	\$13.00	\$26,000.00
* 102.511	68	EA	TREE PROTECTION - ARMORING & PRUNING	\$500.00	\$34,000.00
* 102.521	200	FT	TREE AND PLANT PROTECTION FENCE	\$10.00	\$2,000.00
103.	52	EA	TREE REMOVED - DIAMETER UNDER 24 INCHES	\$1,400.00	\$72,800.00
120.1	9,500	CY	UNCLASSIFIED EXCAVATION	\$50.00	\$475,000.00
141.1	250	CY	TEST PIT FOR EXPLORATION	\$80.00	\$20,000.00
142.	81	CY	CLASS B TRENCH EXCAVATION	\$40.00	\$3,240.00
144.	50	CY	CLASS B ROCK EXCAVATION	\$200.00	\$10,000.00
145.	2	EA	DRAINAGE STRUCTURE ABANDONED	\$2,000.00	\$4,000.00
146.	27	EA	DRAINAGE STRUCTURE REMOVED	\$1,000.00	\$27,000.00
151.	6,900	CY	GRAVEL BORROW	\$50.00	\$345,000.00
151.2	130	CY	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES	\$60.00	\$7,800.00
153.	20	CY	CONTROL DENSITY FILL - EXCAVATABLE	\$180.00	\$3,600.00
156.	40	TON	CRUSHED STONE	\$60.00	\$2,400.00
170.	18,000	SY	FINE GRADING AND COMPACTING - SUBGRADE AREA	\$8.50	\$153,000.00
201.	105	EA	CATCH BASIN	\$3,500.00	\$367,500.00
202.	11	EA	MANHOLE	\$5,000.00	\$55,000.00
204.	24	EA	GUTTER INLET	\$2,800.00	\$67,200.00
205.	40	EA	LEACHING BASIN	\$11,000.00	\$440,000.00
* 205.1	143	EA	LEACHING GALLEY	\$2,000.00	\$286,000.00
220.	6	EA	DRAINAGE STRUCTURE ADJUSTED	\$600.00	\$3,600.00
220.2	5	EA	DRAINAGE STRUCTURE REBUILT	\$550.00	\$2,750.00
220.5	5	EA	DRAINAGE STRUCTURE REMODELED	\$800.00	\$4,000.00
* 222.3	190	EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	\$900.00	\$171,000.00
223.2	41	EA	FRAME AND GRATE (OR COVER) REMOVED AND DISCARDED	\$150.00	\$6,150.00
227.3	47	CY	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT	\$350.00	\$16,450.00
227.31	150	FT	REMOVAL OF DRAINAGE PIPE SEDIMENT	\$20.00	\$3,000.00
238.10	170	FT	10 INCH DUCTILE IRON PIPE	\$160.00	\$27,200.00
252.12	1,700	FT	12 INCH CORRUGATED PLASTIC PIPE	\$100.00	\$170,000.00
302.06	25	FT	6 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	\$200.00	\$5,000.00
358.	15	EA	GATE BOX ADJUSTED	\$260.00	\$3,900.00
* 369.061	5	EA	6 X 6 INCH TAPPING SLEEVE	\$7,000.00	\$35,000.00
* 376.2	5	EA	HYDRANT - REMOVED AND RESET	\$4,000.00	\$20,000.00
* 381.3	39	EA	SERVICE BOX ADJUSTED	\$200.00	\$7,750.00
* 384.2	39	EA	CURB STOP ADJUSTED	\$200.00	\$7,750.00
402.	910	CY	DENSE GRADED CRUSHED STONE FOR SUB-BASE	\$50.00	\$45,500.00
415.1	32,000	SY	PAVEMENT STANDARD MILLING	\$5.00	\$160,000.00
431.	3,800	SY	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE	\$80.00	\$304,000.00
440.	52,400	LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	\$0.50	\$26,200.00
443.	23	MGL	WATER FOR ROADWAY DUST CONTROL	\$80.00	\$1,840.00
450.23	4,050	TON	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	\$140.00	\$567,000.00
450.31	5,000	TON	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5)	\$140.00	\$700,000.00
450.41	850	TON	SUPERPAVE BASE COURSE - 25.0 (SBC - 25.0)	\$200.00	\$170,000.00
450.52	685	TON	SUPERPAVE LEVELING COURSE - 9.5 (SLC - 9.5)	\$200.00	\$137,000.00
450.53	255	TON	SUPERPAVE LEVELING COURSE - 12.5 (SLC - 12.5)	\$260.00	\$66,300.00
451.	1,670	TON	HMA FOR PATCHING	\$200.00	\$334,000.00
452.	3,680	GAL	ASPHALT EMULSION FOR TACK COAT	\$10.00	\$36,800.00
453.	40,900	FT	HMA JOINT ADHESIVE	\$1.00	\$40,900.00
* 470.2	17,350	FT	HOT MIX ASPHALT BERM - TYPE A MODIFIED	\$10.00	\$173,500.00
472.	470	TON	TEMPORARY ASPHALT PATCHING	\$275.00	\$129,250.00
482.5	24,100	FT	SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING	\$4.00	\$96,400.00
504.	5,800	FT	GRANITE CURB TYPE VA4 - STRAIGHT	\$68.00	\$394,400.00
504.1	350	FT	GRANITE CURB TYPE VA4 - CURVED	\$80.00	\$28,000.00
509.	900	FT	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT	\$75.00	\$67,500.00
509.1	100	FT	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - CURVED	\$90.00	\$9,000.00
580.	10	FT	CURB REMOVED AND RESET	\$70.00	\$700.00
* 590.	20	FT	CURB REMOVED AND STACKED	\$12.00	\$240.00
* 670.	850	FT	FENCE REMOVED AND RESET	\$70.00	\$59,500.00
691.	50	FT	BALANCE STONE WALL REMOVED AND REBUILT	\$230.00	\$11,500.00
* 697.1	150	EA	SILT SACK	\$200.00	\$30,000.00
701.2	305	SY	CEMENT CONCRETE PEDESTRIAN CURB RAMP	\$100.00	\$30,500.00
702.	1,400	TON	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	\$200.00	\$280,000.00
* 702.1	10	CY	SHELL DRIVEWAY	\$150.00	\$1,500.00
* 702.2	35	SY	COBBLESTONE DRIVEWAY	\$300.00	\$10,500.00
* 707.82	2	EA	POST REMOVED AND DISCARDED	\$100.00	\$200.00
711.	15	EA	BOUND REMOVED AND RESET	\$700.00	\$10,500.00
715.	58	EA	RURAL MAILBOX REMOVED AND RESET	\$230.00	\$13,340.00

Item No	Qty	Unit	Description	Unit Price	Amount
748.	1	LS	MOBILIZATION	\$225,000.00	\$225,000.00
751.	1,150	CY	LOAM FOR ROADSIDES	\$80.00	\$92,000.00
* 756.	1	LS	NPDES STORMWATER POLLUTION PREVENTION PLAN	\$15,000.00	\$15,000.00
765.	8,750	SY	SEEDING	\$3.50	\$30,625.00
767.7	15	SY	AGED PINE BARK MULCH	\$100.00	\$1,500.00
777.828	3	EA	SASSAFRAS - 1.5-2-INCH	\$300.00	\$900.00
787.716	4	EA	SPICEBUSH - 5-6 FEET	\$300.00	\$1,200.00
789.631	5	EA	BLUEBERRY - HIGHBUSH / #1	\$300.00	\$1,500.00
* 824.211	1	LS	RECTANGULAR RAPID FLASHING BEACON (SOLAR) LOCATION #1	\$25,000.00	\$25,000.00
* 824.212	1	LS	RECTANGULAR RAPID FLASHING BEACON (SOLAR) LOCATION #2	\$25,000.00	\$25,000.00
* 824.213	1	LS	RECTANGULAR RAPID FLASHING BEACON (SOLAR) LOCATION #3	\$25,000.00	\$25,000.00
* 824.501	1	LS	RECTANGULAR RAPID FLASHING BEACON (SOLAR) REMOVED AND RESET	\$5,000.00	\$5,000.00
	4	EA	Town would like to add speed feedback signs - final number is TBD		
832.	240	SF	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	\$15.00	\$3,600.00
847.1	54	EA	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	\$220.00	\$11,880.00
851.1	100	DAY	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	\$200.00	\$20,000.00
852.	700	SF	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	\$20.00	\$14,000.00
* 852.11	75	FT	TEMPORARY PEDESTRIAN BARRICADE	\$40.00	\$3,000.00
853.1	5	EA	PORTABLE BREAKAWAY BARRICADE TYPE III	\$175.00	\$875.00
854.016	10,300	FT	TEMPORARY PAVING MARKINGS - 6 INCH (PAINTED)	\$1.00	\$10,300.00
854.036	10,300	FT	TEMPORARY PAVING MARKINGS - 6 INCH (TAPE)	\$1.50	\$15,450.00
854.1		SF	PAVEMENT MARKING REMOVAL	\$2.50	
* 854.6	45	DAY	TEMPORARY PORTABLE RUMBLE STRIP	\$30.00	\$1,350.00
856.12	340	DAY	PORTABLE CHANGEABLE MESSAGE SIGN	\$30.00	\$10,200.00
859.	3,900	DAY	REFLECTORIZED DRUM	\$0.25	\$975.00
* 859.1	25	DAY	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING WARNING LIGHTS	\$5.00	\$125.00
* 868.104	24,300	FT	4 INCH REFLECTORIZED WHITE LINE (EPOXY)(RECESSED)	\$0.50	\$12,150.00
* 868.112	2,130	FT	12 INCH REFLECTORIZED WHITE LINE (EPOXY)(RECESSED)	\$3.00	\$6,390.00
* 869.104	24,800	FT	4 INCH REFLECTORIZED YELLOW LINE (EPOXY)(RECESSED)	\$0.50	\$12,400.00
* 874.01	76	EA	STREET NAME SIGN - TOWN STANDARD	\$150.00	\$11,400.00
* 874.2	13	EA	TRAFFIC SIGN REMOVED AND RESET	\$200.00	\$2,600.00
* 874.4	96	EA	TRAFFIC SIGN REMOVED AND STACKED	\$30.00	\$2,880.00
903.	2	CY	3000 PSI, 1.5 INCH, 470 CEMENT CONCRETE	\$800.00	\$1,600.00
* 999.	1	LS	CONSTRUCTION STAKING	\$50,000.00	\$50,000.00

SUBTOTAL: **\$7,628,060.00**

Utility relocations (Verizon & Eversource):	\$763,000
Utility relocations (Comcast estimate):	\$100,000
Construction contingency (5%):	\$381,403
ROW acquisition (temporary easements):	\$400,000
ROW acquisition (permanent utility easements):	\$200,000
Police details allowance:	\$523,000
Construction Administration Services (estimate):	\$200,000
Final Design Services (estimate):	\$100,000

TOTAL COST: **\$10,295,463**

FUNDING

Road Bond remaining:	\$5,750,000
Chapter 90 balance:	\$1,950,000
Private Road Betterment balance:	\$300,000

Cable Receipt Reserve For Appropriation Fund Activity

<u>Fiscal Year</u>	<u>Beginning Balance</u>	<u>Transfers to General Fund</u>	<u>Revenues</u>	<u>Ending Balance</u>	
FY20	289,315	237,200	340,674	392,789	
FY21	392,789	207,200	346,123	531,712	
FY22	531,712	257,200	366,257	640,769	372,405.72 3 year revenue average for '21, '22, '23
FY23	640,769	207,200	404,837	838,406	
FY24 (to date)	838,406	334,300	94,620	598,727	

Annual Expenses from Special Articles in the General Fund:

FY20	290,869.91		
FY21	277,804.18		
FY22	289,849.67	302,686.09	4 year average
FY23	352,220.59		for '20, '21, '22, '23
FY24 (to date)	93,673.91		

FY24 Pro Forma Budget

Original Budget	250,000.00
+ Budget Adjustment	75,000.00
- Wages	90,864.28
- LCAT	185,000.00
- BGTV Consultant	10,000.00
- Equipment	30,000.00
Balance	9,135.72

Other Information for Analysis:

FT Media Coordinator Wages 70 hrs X 36.43 X 26 = 66,302.60
 PT Media Tech Wages 38 hrs X 24.86 X 26 = 24,561.68

	<u>FY22</u>	<u>FY23</u>
Payments to BGTV Consultant	97,431.85	106,501.25
Payments to LCCAT	184,251.57	180,478.17
	281,683.42	286,979.42



community development partnership

Creating opportunities for people to live, work, and thrive on the Lower Cape

MEMO

FROM: Jay Coburn, CEO
TO: Select Board, Town of Brewster
DATE: 9/28/23
RE: CDP & Lower Cape Housing Institute (LCHI) 2023-2024

Thank you for providing time in your busy agenda for me to introduce Amanda in her new role and to discuss the work of the CDP in Brewster and the Lower and Outer Cape region.

We are thrilled that Amanda Bebrin joined our team this spring as Director of Housing Advocacy. As you well know, her participation in Brewster Town government is invaluable experience as she supports the eight Lower and Outer Cape municipalities in pursuing pro-housing strategies and policies, as well as running the Lower Cape Housing Institute (LCHI).

Background

Since 1992, the Community Development Partnership (CDP) has been a leader in developing and delivering innovative programs that foster an economically and environmentally sustainable Lower Cape Cod community. As a community development corporation, we value economic diversity and are committed to the inclusion and participation of local area residents, business owners and leaders in setting our priorities.

We lead the Lower Cape in building a diverse year-round community of people who can afford to live, work and thrive here. To accomplish our mission, we promote, develop and manage affordable housing; nurture the launch and growth of small businesses; and facilitate collaboration with business, non-profit and government partners.

The Lower Cape Housing Institute (LCHI): 2023-2024

The LCHI supports both the CDP's mission and the region in educating town leadership and residents about affordable housing, as well as providing tools and strategies to make progress towards alleviating our housing crisis. The Town of Brewster continues to be a generous supporter of this program through an annual grant to the CDP from the Community Preservation Act.

LCHI programming comprises virtual training with regional housing experts on topics identified by our target audience; we also convene Lower and Outer Cape Municipal Peer Group meetings on a quarterly basis for town officials to share best practices and challenges as we all work together to address the housing crisis. Workshops and Peer Groups are open to town board and committee members and staff who are directly involved in housing, as well as future town leaders.

The 2023-2024 LCHI calendar kicked off with Peer Group meetings in September: Brewster was well-represented, as always, and provided both housing updates, as well as ideas and best practices, to other towns' advocates.



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The rest of the calendar is as follows:

Peer Group Meetings:

- Winter Regional Peer Group (virtual): December 12, 2023, 3pm-5pm
- Spring Regional Peer Group (virtual): March 12, 2024, 3pm-5pm
- Summer Outer Cape Peer Group (in person): June 13, 2024, 3pm-4:30pm

Workshops (virtual):

- **Housing 101: Building and Advocating for the Homes We Need:** October 17, 2023, 10-11:30am
 - This workshop addresses barriers to housing production on the Lower & Outer Cape by providing effective strategies to create more homes in your town. You will leave this workshop with the knowledge and language to support housing initiatives as well as a firm understanding of what must be done to solve your town's housing crisis. We'll explore the following questions:
 - What is housing, affordable and attainable?
 - Who needs it?
 - What are the various types of housing that would meet the need of a diverse community?
 - What can it look like?
 - How does it get built?
 - What do we need to get the best housing?
 - What housing developments are happening in your town?
- **Beyond the Usual Suspects: Addressing barriers to participation for Community Engagement:** October 31, 2023, 10am-11:30am
 - Housing opportunities are made or broken at the local level, but recent research* has shown that the loudest voices in the room often do not represent the community as a whole. In this session, we'll explore a variety of methods for inviting groups that are underrepresented in local decision-making, including renters, POC, and parents, into the conversation in order to create more equitable outcomes.
 - *[K. Einstein](#), "Neighborhood Defenders"
- **ADU's to Zoning Changes: Strategies to Encourage Housing Production:** January 9, 2024, 10-11:30am
 - Historically, zoning has been used to exclude development, uses, and people. This workshop will explore how we can reimagine zoning to encourage certain development patterns, create needed homes, and attract a range of residents. Zoning-based tools ranging from ADU's to design standards and housing "by right" can be used to accomplish these goals; this workshop will also discuss the practicalities of implementing these strategies.



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Creating opportunities for people to live, work, and thrive on the Lower Cape

- **Local Preference: “...But Who’s Going to Live There?”:** February 13, 2024, 10-11:30am
 - What are local preference and affirmative fair marketing? Is local preference working the way people think it does? While the term seems self-explanatory, the mechanics of local preference are complex and not widely understood. Providing homes for local people and providing homes for new residents are equally important in a healthy, sustainable community, and we’ll explore how local preference is involved in that equation.
- **Financing Attainable Housing:** April 2, 2024, 10-11:30am
 - In order to address the housing shortage, towns must allocate significant local funds to create more units serving a range of income levels. This workshop will examine how affordable housing development initiatives are financed, as well as exploring gaps in financing, and will analyze the impact of allocating short-term rental taxes to housing initiatives.

We encourage you to invite new board and committee members to attend this year’s Housing Institute Sessions. The CDP looks forward to another productive year of collaboration, research and data analysis to inform the adoption of best practices and ensure progress towards addressing our region’s housing affordability crisis.

**2023-
2024**

Lower Cape Housing Institute

SEPTEMBER 2023

Outer Cape Peer Group

Tuesday, 9/12 at 3 pm - 4:30 pm

Lower Cape Peer Group

Thursday, 9/14 at 3 pm - 4:30 pm

MARCH 2024

Regional Peer Group Meetings

Tuesday, 3/12 at 3 pm - 5 pm

OCTOBER 2023

Workshop: Housing 101

Tuesday, 10/17 at 10 am - 11:30 am

Workshop: Community Engagement

Tuesday, 10/31 at 10 am - 11:30 am

APRIL 2024

Workshop: Financing Affordable Housing

Tuesday, 4/2 at 10 am - 11:30 am

DECEMBER 2023

Regional Peer Group Meetings

Tuesday, 12/12 at 3 pm - 5 pm

MAY 2024

2024 Annual Town Meetings

Town Captain Huddle

Thursday, 5/30 at 12 pm - 2 pm

JANUARY 2024

Workshop: ADU's to Zoning Changes: Strategies to Encourage Housing Production

Tuesday, 1/9 at 10 am - 11:30 am

JUNE 2024

Outer Cape Peer Group

Tuesday, 6/11 at 3 pm - 4:30 pm

Lower Cape Peer Group

Thursday, 6/13 at 3 pm - 4:30 pm

FEBRUARY 2024

Workshop: Local Preference - "But who's going to live there?"

Tuesday, 2/13 at 10 am - 11:30 am

To register, email
Amanda Bebrin, Director
of Housing Advocacy at
amanda@capecdp.org



LOWER CAPE HOUSING INSTITUTE



HOUSING 101 WORKSHOP: BUILDING & ADVOCATING FOR THE HOMES WE NEED

AGENDA:

This workshop addresses barriers to housing production on the Lower Cape by providing effective strategies to increase housing in your town. We'll explore the following questions:

- What is housing and who needs it?
- What can it look like?
- How does it get built?
- What housing developments are happening in your town?



community development partnership

WHO SHOULD ATTEND:

Town board and committee members, town staff who are directly involved in housing including all housing staff, planners and community development staff. This is especially helpful to new board and committee members.

SPEAKERS:



Jay Coburn, Chief Executive Officer | CDP



Amanda Bebrin, Director of Housing Advocacy | CDP

Tuesday | 10.17.23 | 10 am - 11:30 am | Remote via Zoom

Click Here to Register or contact Amanda Bebrin, Housing Advocacy Director at (508) 290 - 0130 or email at amanda@capecdp.org

For Your Information (FYIs)

1. Barnstable County Human Rights Advisory Commission Meeting Information
2. Cape Cod Regional Transit Authority Town Report
3. Resident Feedback on Senior Shellfish Permits
4. Food 4 Kids Team Report
5. Natural Resources Advisory Commission resignation
6. Comcast Subscription Video on Demand Name Change
7. Xfinity Programming Advisory
8. Pension Reserves Investment Management Board August Report
9. Seaman Norman Wood Finch Bridge Dedication

Community Conversation: **Depolarization**

*Stuck: How and Why We
Get There and What We
Can Do About It*

Facilitated by:

**Jeanie Yaroch and
Tim Mahoney**



MONDAY
OCTOBER 16



TIME
5:00 - 7:00PM



MEETING ID:846 6630 1156

JOIN ZOOM: <https://us02web.zoom.us/j/84666301156>



PRE-REGISTER HERE: https://barnstablecounty.formstack.com/forms/de_polarization_registration_1

To: Town and Tribal Liaisons to the Barnstable County Human Rights Advisory
Commission

Dear Liaisons:

On Monday, October 16th from 5 until 7PM, Jeanie Yaroch and Tim Mahoney, both of Sandwich, will put on a workshop/presentation entitled, “Stuck: How And Why We Get There And What We Can Do About It.” In the first segment, Jeanie and Tim will will teach participants the technique of depolarization as a tool to facilitate and defuse difficult conversations. Our country seems to get more polarized daily. We witness this is increasing partisanship, tribalism, political gridlock, demonization and extremism, often resulting in hate and violence. Constructive and civil conversations in such an environment are rare.

Depolarization is a tool to assist people on opposing sides of such issues in talking to and listening to each other in a manner where participants are encouraged and taught how to leave biases, prejudices and prejudgments at the door.

They will discuss what “stuck” is (an overview of polarization and entrenched thinking); what “bridge building” is (getting to the other side of stuck which requires experiencing the humanity of the other side and creating conditions that promote engagement, listening and curiosity); and getting “unstuck” (different approaches to bridging divides, including bringing people together to help THEM solve a problem and improving your personal resistance to stuck situations and your ability in helping other people who are stuck.

In the second segment, Jeanie and Tim will utilize their capacity on their Zoom application to create a number of smaller breakout groups to discuss and endeavor to answer questions which arise during the first segment interactively. They will begin by giving instructions to each breakout group and will be joining each of these groups in their discussions.

This event will conclude with the breakout groups coming together once again for a final wrap-up.

A major goal of this training will be to create a community-wide forum. It will take a lot of work on all of our parts to achieve this goal. To that end we have put together an outreach plan to let as many people, groups and organizations a possible know about this event and encourage them to attend.

Within this outreach plan there are several tasks which we feel can be best addressed at a more local level. Consequently we are asking you, our liaisons and our friends, to assist us by:

Reaching out to individuals and groups in your town to let them know what it is we are doing and encouraging them to attend;

Putting notices of this event in your smaller, local newspapers and other outlets;

Arranging to have your local cable TV stations flash notices of this training across their screens as frequently as possible;

Sending notices to to your local Diversity, Equity and Inclusion groups and other such groups;

Notifying your town Managers/Administrators, Select Boards, school

Please include the new digital flier which I have previously distributed to you in all of the above outreach activities. The flier enables you to preregister for this event and contains the link you will need to access this training.

If you need a flier, or if you have questions, suggestions or the like you can use the event flier or you can contact me, Lou Cerrone, by email at cernug@capecod.net or by phone at 774-238-9904.

Together we can make this a successful and memorable training on subjects that are critical to the continued health and vitality of our democracy.



ADVISORY BOARD OFFICERS
Robert C. Lawton, Jr., *CHAIRMAN*
George Slade, *VICE CHAIRMAN*
George H. Dunham, *CLERK*
Thomas S. Cahir, *ADMINISTRATOR*

CAPE COD REGIONAL TRANSIT AUTHORITY

BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH HARWICH MASHPEE ORLEANS PROVINCETOWN SANDWICH TRURO WELLFLEET YARMOUTH

To: Peter Lombardi, Town Administrator
From: Tom Cahir, Administrator
Date: September 25, 2023
Subject: CCRTA Brewster Town Report

The Cape Cod Regional Transit Authority (CCRTA) has provided a total of 10,926 one-way passenger trips across all services in the town of Brewster from July 2022 through June 2023(FY23).

CCRTA provided 99 ADA trips for Brewster residents. CCRTA also provided 19 Brewster residents with 54 trips to Boston area hospitals through the Boston Hospital Transportation service.

CCRTA provided 114 Brewster residents with 4,347 DART (Dial-a-Ride Transportation) trips during FY23. Total DART passenger trips in the fifteen towns of Cape Cod were 119,526 in FY23.

The deviated fixed route Flex serves the towns of Harwich, Brewster, Orleans, Eastham, Wellfleet, Truro, and Provincetown. A total of 5,412 one-way trips originated in Brewster for the Flex route for the period July 2022 through June 2023. Total ridership for the Flex for this period was 98,962.

The fixed route Hyannis to Orleans (H20) serves the towns of Barnstable, Yarmouth, Dennis, Harwich, Chatham, Brewster and Orleans along the Route 28 corridors. A total of 1,015 one-way trips originated in Brewster for the H20 route for the period July 2022 through June 2023. Total ridership for the H20 route for this period was 151,496.

CCRTA supplied the Brewster Council on Aging with one Mobility Assistance Program (MAP) vehicle that provided 2,231 rides from July 2022 through June 2023.

Route maps, schedules, fares, Google Transit Trip Planner and the latest news about Cape Cod public transportation services are provided at www.capecodrta.org, as well as links to many other transportation resources.



Archived: Thursday, September 28, 2023 1:19:08 PM

From: [Kathy Lambert](#)

Sent: Wed, 20 Sep 2023 15:53:43

To: [Permits](#)

Subject: FW: Senior Shellfish Permits

Importance: Normal

Sensitivity: None

Attachments:

[~WRD0000.jpg](#) 

From: Gail Hanson via Town of Brewster <cmsmailer@civicplus.com>

Sent: Wednesday, September 20, 2023 11:23 AM

To: brewster@brewster <brewster@brewster-ma.gov>

Subject: Senior Shellfish Permits

Submitted on Wednesday, September 20, 2023 - 11:22am

Submitted by anonymous user: 2601:194:8380:6c70:9557:84a:f57a:8b1a

Submitted values are:

==Please provide the following information:==

==Your Comment:==

Subject: Senior Shellfish Permits

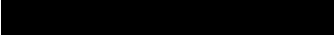
Message:

A number of years ago, I purchased a senior shell fishing permit for \$5.00. Stated on it, good for lifetime. How can this be changed? Such a mutual agreement is a contract and should not be broken. If additional monies are needed, they should be going forward, not negating a previous agreement. We'll die off in the not-too-far distant future!! Plus, how many of us are actually using the permit and how often? Several dozen oysters a season are treat to look forward to... Thank you for considering this comment.



==Your Contact Information:==

Full Name: Gail Hanson

E-mail: 

Phone Number: 

==Address:==

Street:

Archived: Thursday, September 28, 2023 1:23:20 PM

From: [Michael Gradone](#)

Sent: Tuesday, September 26, 2023 3:14:21 PM

To: [Peter Lombardi](#) [Donna Kalinick](#)

Subject: FW: Thank you for being part of the Food 4 Kids Team this past summer!

Importance: Normal

Sensitivity: None

Thought you guys might be interested in this...

Mike Gradone

Town of Brewster, Recreation Director

www.brewsterrecreation.com

508-896-9430



From: Anne Koehler <aekoehler51@gmail.com>

Sent: Tuesday, September 26, 2023 2:00 PM

To: Michael Gradone <mgradone@brewster-ma.gov>; Andrew Havens <ahavens@brewster-ma.gov>; Andrew Havens <ahavensj@gmail.com>; matthewcape14@gmail.com

Cc: Laura Froeschner <lfroeschner@food4kidscapecod.org>

Subject: Thank you for being part of the Food 4 Kids Team this past summer!

Mike, Andrew, and Matt,

Food 4 Kids just experienced our eleventh and biggest summer ever! It is pretty clear that families continue to appreciate help with meals for their children and teens, and our recreation partners did a great job helping us make that possible. We couldn't do it without you! Across the 8 towns of the lower/outer Cape we served 43,756 meals: 19,483 lunches and 22,446 snacks and 1,827 breakfasts!

With your help we served 2,180 lunches in your program, or about 66 /day. That works out to an increase of 60% more compared to last summer! Wow!

You have been partners with F4K since 2021. As we begin to turn our thoughts and plans toward next summer, as always we would appreciate your insights into what we should do differently, what we could do better. Maybe next summer we can add a morning snack and do a bit more for your end-of-summer special meal.

Thank you for your ongoing partnership! And we greatly appreciate the support of the Brewster Human Services Grant that continues to help make all this possible.

Sincerely,

Brenda Ridgeway and Anne Koehler, Co-Directors, on behalf of the F4K Steering Committee

Our Staff: *Anne Marie Mullin, Operations Manager; Laura Froeschner, Program Manager; Chris Gray, Sr. Site Supervisor, Ray Thompson, Jr. Staff Assistant; Lizzie Thompson, Jr. Staff Assistant, and Matt Montiero, Site Supervisor*

Our *132 Volunteers* this summer

Archived: Thursday, September 28, 2023 1:23:40 PM

From: [KC Pearson](#)

Mail received time: Tue, 26 Sep 2023 11:04:53

Sent: Tuesday, September 26, 2023 7:04:53 AM

To: [Colette Williams](#) [Erika Mawn](#)

Subject: Fwd: Resignation

Importance: Normal

Sensitivity: None

Hi: Received this from Peter yesterday.

K

----- Forwarded message -----

From: Peter Nielsen <[REDACTED]>

Date: Mon, Sep 25, 2023, 4:03 PM

Subject: Resignation

To: KC Pearson <[REDACTED]>

SEPTEMBER 25, 2023

To the Chairperson, Brewster Natural Resources Advisory Commission:

I, Peter Nielsen, hereby tender my resignation from the Commission, effective immediately.

It has been an interesting learning experience and a privilege to have been a part of the Natural Resources Advisory Commission for the past 16 months. With the myriad of complicated issues facing the board now, and going forward, I have become acutely aware that my expertise and qualifications are insufficient to render the informed perspective and counsel required. It is with a great deal of introspection that I make this decision.

Thank you for giving me the opportunity to participate on this board.

Respectfully yours,

Peter Nielsen

Please forward this to any and all appropriate parties.



September 22, 2023

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

RE: Subscription Video on Demand Name Change

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following:

- *On September 22, 2023, CalmLIFE On Demand was renamed ZenLIFE by Stingray.*

Please do not hesitate to contact me should you have questions at Michael_Galla@comcast.com.

Sincerely,

Michael Galla

Michael Galla, Sr. Manager
Government & Regulatory Affairs



September 15, 2023

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

RE: Programming Advisory

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following:

- The Ovation channel will be relocated to the B2/Entertainment tier. The change will occur on or after September 21, 2023.
- The INSP channel will be relocated to the More Sports and Entertainment pack. The change will occur on or after September 26, 2023.

Please do not hesitate to contact me should you have questions at Michael_Galla@comcast.com.

Sincerely,

Michael Galla

Michael Galla, Sr. Manager
Government & Regulatory Affairs



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster
State Retirees Benefits Trust Fund
August 01, 2023 to August 31, 2023

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	3,857,245.90	3,790,975.25	3,268,481.19
Your change in investment value for the period was:	(35,936.96)	30,333.69	252,827.75
Your exchanges from (to) the Cash Fund for the period were:	60,000.00	60,000.00	360,000.00
Your ending net asset value for the period was:	<u>3,881,308.94</u>	<u>3,881,308.94</u>	<u>3,881,308.94</u>
Net Change in Investment Value represents the net change through investment activities as follows:			
Gross Investment Income:	9,899.27	16,546.71	66,555.90
Less Management Fees:	(2,154.09)	(2,879.95)	(12,118.04)
Net Investment Income:	<u>7,745.18</u>	<u>13,666.76</u>	<u>54,437.86</u>
Net Fund Unrealized Gains/Losses:	(46,505.81)	13,553.50	174,912.69
Net Fund Realized Gains/Losses:	<u>2,823.67</u>	<u>3,113.43</u>	<u>23,477.20</u>
Net Change in Investment Value as Above:	<u>(35,936.96)</u>	<u>30,333.69</u>	<u>252,827.75</u>

As of August 31, 2023 the net asset value of your investment in the SRBT Fund was: \$3,881,308.94

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster

Cash Investment

August 01, 2023 to August 31, 2023

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	0.00	0.00	0.00
Your investment income for the period was:	0.00	0.00	0.00
Your total contributions for the period were:	60,000.00	60,000.00	360,000.00
Your total redemptions for the period were:	0.00	0.00	0.00
Your total exchanges for the period were:	(60,000.00)	(60,000.00)	(360,000.00)
Your state appropriations for the period were:	0.00	0.00	0.00
Your ending net asset value for the period was:	0.00	0.00	0.00

As of August 31, 2023 the net asset value of your investment in the Cash Fund was:

\$0.00

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

PHTF90200002
Commonwealth Of Massachusetts

Town of Brewster

Investment Detail

08/31/2023

	<u>Investments</u>	<u>Units Of Participation</u>	<u>Cost</u>	<u>Price</u>	<u>Market Value</u>	<u>Unrealized Gain/Loss</u>
14,714.091	HCST OPEB MASTER TRUST		3,702,641.62	263.7818	3,881,308.94	178,667.32
	Total Investment:		3,702,641.62		3,881,308.94	178,667.32



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

PHTF90200002
Commonwealth Of Massachusetts

Town of Brewster Statement of Change In Net Assets 08/31/2023

	Current Period		Fiscal Year		Year To Date	
	08/01/2023	08/31/2023	07/01/2023	08/31/2023	01/01/2023	08/31/2023
NET ASSETS - BEGINNING OF PERIOD		3,857,245.90		3,790,975.25		3,268,481.19
DISBURSEMENTS:						
CASH FUND EXCHANGES		60,000.00		60,000.00		360,000.00
RECEIPTS:						
CONTRIBUTIONS:						
PARTICIPANTS		60,000.00		60,000.00		360,000.00
INVESTMENT INCOME:						
UNREALIZED GAIN/LOSS-INVESTMENT		-46,505.81		13,553.50		174,912.69
MASTER TRUST ALLOCATED EXPENSES		-84.73		-223.46		-1,679.35
MASTER TRUST CHANGE IN REALIZED G/L		2,823.67		3,113.43		23,477.20
MASTER TRUST INVESTMENT INCOME		9,899.27		16,546.71		66,555.90
MT ALL INVESTMENT MANAGER FEES		-2,069.36		-2,656.49		-10,438.69
UNIT EXCHANGES		60,000.00		60,000.00		360,000.00
Total Receipts		84,063.04		150,333.69		972,827.75
Total Disbursements:		60,000.00		60,000.00		360,000.00
Net Assets - End of Period:		3,881,308.94		3,881,308.94		3,881,308.94

STATEMENT EXPLANATION

Below you will find a description of each item posted to your statement.

CAPITAL ACCOUNT

Summary of Account Activity:

A summary statement produced for your investment in the State Retiree Benefits Trust Fund (SRBTF) includes both month-to-date and fiscal year-to-date information. This statement is also furnished to the Public Employee Retirement Administration Commission (PERAC).

Your beginning net asset value for the period:

The total balance of your investment as of the opening date of the statement period.

Your change in investment value for the period:

The total increase or decrease in your investment includes net investment income, realized gains or losses, and unrealized gains or losses.

Your total exchanges from (to) cash fund:

Movement of funds occurring on the first business day of each month between your Cash Fund and Capital Account (SRBTF).

Your ending net asset value for the period:

The total balance of your investment as of the closing date of the statement period.

Gross investment income:

Represents your allocable share of the SRBTF's income associated with securities and other investments (i.e. real estate), except for realized and unrealized gains or losses. It is principally interest, dividends, real estate income, and private equity income.

Management fees:

Represents your allocable share of the SRBTF's expenses related to PRIM's investment advisors, consultants, custodian and operations expenses.

Net investment income:

Represents your allocable share of the SRBTF's gross investment income, less Management Fees.

Net fund unrealized gains/losses:

Represents your allocable share of the SRBTF's increase or decrease in value, attributed to a change in value of securities or other investments held in the PRIT Fund, relative to original cost. These gains or losses are "unrealized" because the investments have not yet been sold.

Net fund realized gains/losses:

Represents your allocable share of the SRBTF's increase or decrease in value attributed to the PRIT Fund's sale of securities or other investments (i.e. real estate property). Whether you "realize" a gain or loss depends upon the price at which the investment was sold in relation to its original purchase price.

CASH FUND

Your beginning net asset value for the period:

The total balance of your investment as of the opening date of the statement period.

Your investment income for the period:

Interest earned for the period.

Your total contributions for the period:

Sum of all funds (i.e. wires and/or checks) sent into your SRBTF account during the statement period. Cash contributed any day during the month except the first business day will remain in your Cash Fund until the first business day of the following month, when it will then be exchanged into the General Allocation Account (SRBTF).

Your total redemptions for the period:

Sum of all funds sent by wire from the PRIT Fund's custodian bank to your government entity during the statement period. A redemption made be made at any time throughout the month as long as your Cash Fund balance equals or exceeds the amount you wish to redeem.

Your ending net asset value for the period:

The total balance of your investment as of the closing date of the statement period.

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.

Archived: Thursday, September 28, 2023 1:27:27 PM

From: [Nancy Finch](#)

Mail received time: Tue, 19 Sep 2023 02:11:35

Sent: Monday, September 18, 2023 10:11:36 PM

To: [Erika Mawn](#) [Robert Moran](#) [Charles Mawn](#) [Cassandra West](#)

Subject: Seaman Norman Wood Finch Memorial Bridge dedication

Importance: Normal

Sensitivity: None

Attachments:

[Finch Bridge Dedication.pdf](#) 

Bridge Dedication History:

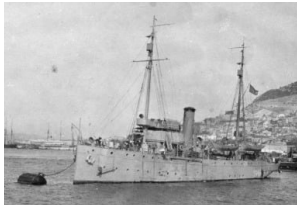
Seaman Norman Wood Finch, born in 1895, enlisted in the United States Coast Guard on June 7, 1917. He served on the U. S. Coast Guard Cutter (USCGC) Tampa. The Tampa was one of six Coast Guard cutters serving under the Navy to provide convoy escorts in European waters during WWI.

On September 26, 1918, after completing its 19th convoy escort, and, en route to refuel, the Tampa was torpedoed by a German U-boat in Bristol Channel. All on board were lost, including over 100 Coast Guard officers and enlisted men, Seaman Norman Finch among them.

Seaman Finch was posthumously awarded the Purple Heart on August 26, 2019 at the Chatham Coast Guard station.

Bradley Finch family &
Steven Finch family

Sent from my iPhone



Bridge Dedication

*The Finch family would be honored by your presence at the
Dedication of the Veterans Memorial Bridge:*

Seaman Norman Wood Finch
U.S. COAST GUARD
USCGC TAMPA, WWI
9 - 26 -1918
Memorial Bridge

on
Saturday, October 21, 2023
at 10 a.m.

*The Dedication will take place at the Bridge site,
located on Rt. 28 (Orleans-Chatham Rd.), in the
Town of Orleans, between Tar Kiln Road, and the nearest
Town Landing on Pleasant Bay.*