



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

November 27, 2023 at 4:30 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 officials action including votes.

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. Executive Session:
 - a. To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body
 - b. To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares - Filippatos et al vs. Town of Brewster Select Board; SEIU 888
 - c. To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body - 3057 Main Street & 400 W.H. Besse Cartway
Anticipated Start to 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 3-5)
9. Consent Agenda (pages 6-31)
 - a. Approval of Meeting Minutes: November 6, 2023
 - b. Appointments - Brewster Housing Authority Tenant Representative and Health and Human Services Committee
 - c. One Day Liquor License Applications: Cape Rep Theatre
 - d. Extension of Long Pond Landing Closure



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- e. Letter of Support to Community Preservation Committee Regarding Housing Application(s)
- f. Fee Waiver Request: Department of Public Works Stormwater Permit Application
- 10. 6:15pm Public Hearing - Renewal of Annual Liquor Licenses: Brewster Fish House, Brewster Pizza House, Island Blue Crab Food & Spirits, Laurino's Cape Cod Village, Stone L'Oven Pizza, Woodshed, Ack Gioia, Freeman's Grill, Linx Tavern, Ocean Edge Inn & Conference Center, Ocean Edge Resorts, Brewster Post #9917 VFW, Chillingsworth, Old Sea Pines Inn, Spinnaker, Brewster Farms Quick Pic, Brewster Village Marketplace, Brewster Wines & Spirits, Winslow Spirits & Things, Luke's Super Liquors, Millstone Liquors, and Ferretti's Market (pages 32-36)
- 11. Discuss and Vote to Renew Annual Common Victualler, Innholder, Lodging House, New and/or Used Car Dealers, Hawker & Peddler, and Livery Licenses for Calendar Year 2024 (pages 37-38)
- 12. Vote to Approve and Sign Conservation Restrictions for 0 Holly Avenue (Rear), 0 Satucket Road, and 90 Squantum Path (pages 39-119)
- 13. Discuss and Vote on Recommended 2024 Crosby Property Fee Schedule (pages 120-123)
- 14. Initial Discussion about Potential Child Care Subsidy Program - Select Board FY24-25 Strategic Plan Goal CC-3 (pages 124-150)
- 15. Discuss Proposed Elementary School Regionalization Feasibility Study - Select Board FY24-25 Strategic Plan Goal G-1 (pages 151-249)
- 16. FYIs (pages 250-260)
- 17. Matters Not Reasonably Anticipated by the Chair
- 18. Questions from the Media
- 19. Next Meetings: December 4, 2023 (Joint with Finance Committee), December 18, 2023, and January 8, 2024
- 20. Adjournment

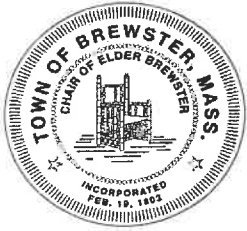
Date Posted:
11/21/2023

Date Revised:

Received by Town Clerk:

NOV 21 2:06PM

BREWSTER TOWN CLERK



Town of Brewster

2198 Main Street
BREWSTER, MASSACHUSETTS 02631

(508) 896-4506 – Fax (508) 896-8089
cwilliams@brewster-ma.gov

OFFICE OF:
COLETTE WILLIAMS MMC/CMMC
TOWN CLERK

To Whom It May Concern:

This letter is to certify that at the Annual Town Meeting, held Monday, May 1st, 2023, with a quorum being present, the following article was adopted by a majority:

9:24pm

NEW TOWN BYLAW: PROHIBITION ON SALE OF MINIATURE SINGLE USE CONTAINERS

ARTICLE NO. 24: To see if the Town will vote to adopt the following ban on the sale of miniature single use containers for alcoholic beverages as a general bylaw and to insert into the Code of the Town of Brewster, Massachusetts as Chapter XX: "No person shall sell, offer for sale, or otherwise distribute alcoholic beverages in containers less than or equal to 100 milliliters within the Town of Brewster. This section shall take effect on January 1, 2024."

(Select Board)

(Majority Vote Required)

MOTION presented by Select Board Member Mary Chaffee: I move to approve Article 24 as printed in the warrant, with such bylaw, if approved, to be implemented starting on January 1, 2024.

ACTION: Adopted by a majority vote. Voter Cards.

Sincerely,

Colette M. Williams
MMC/CMMC
Town Clerk
Brewster, MA

Town of Brewster Cape Cod Sea Camps Planning

Join us for our Third Community Forum!

Date: Thursday, November 30th 2023

Time: 6-8 pm

Location: Virtual on Zoom

Zoom Link: <https://us02web.zoom.us/j/82220044021?pwd=VER2Ylo0MURGSmFmcHRsVDNrQkZmUT09>

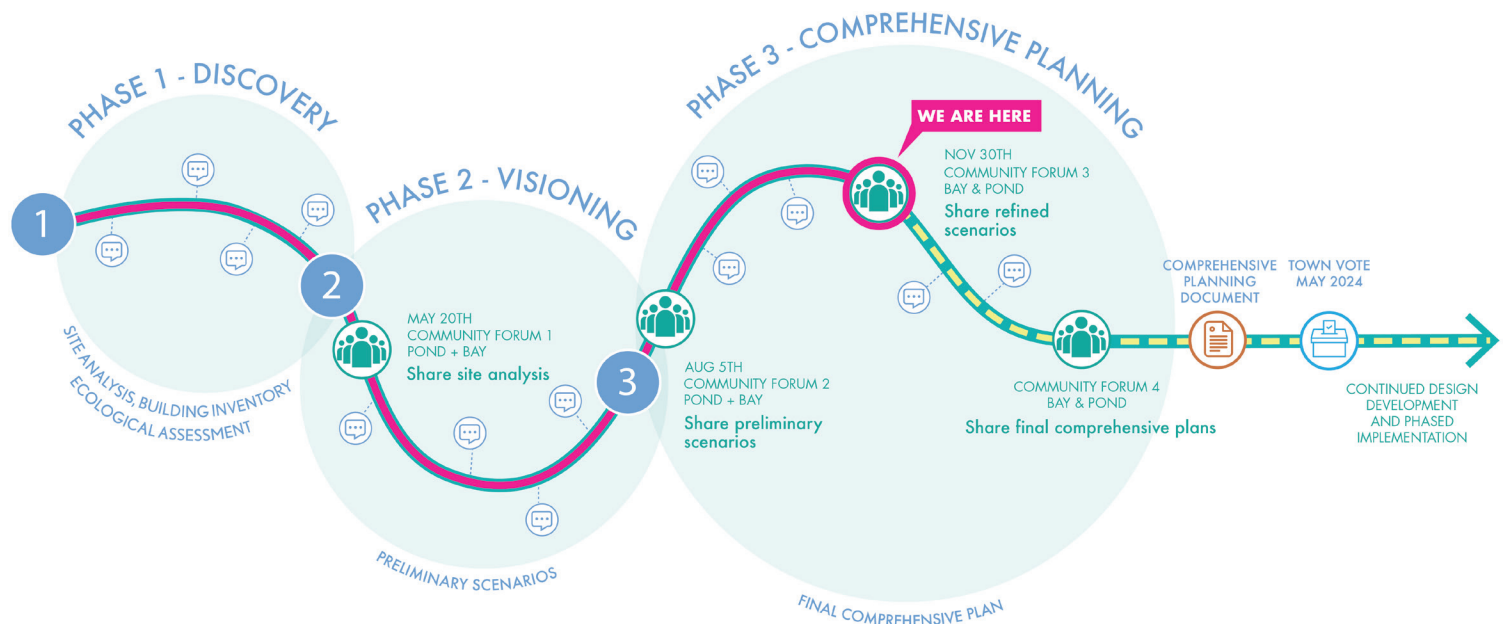
Zoom link and more information can also be found on the Town's website: <https://www.brewster-ma.gov>

Community Forum #3 will be a virtual community meeting that shares plans in progress for the Bay and Pond properties. These plans have been informed by community feedback received through our previous Community Forums and surveys for the former Sea Camps properties, as well as other recent opportunities for residents to give their input on the Town's goals and priorities. We invite you to learn more about the latest versions of the plans and share your feedback.

The majority of the virtual forum will be a presentation by the Design Team and Town Staff to explain the plans in progress for both Properties. Important Town context about a potential community center, housing, and municipal uses up for consideration on the Properties will also be provided during this session. The final 30 minutes of the forum will be conducted in smaller virtual breakout groups where residents will be invited to provide feedback and ask questions. Residents will also be able to submit written comments by email after this forum.



Where we are in the process:



Community Forum

Identify your priorities with the planning team



Committee Meetings

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



Comprehensive Planning Document

See the vision for the future of the Sea Camp Properties



Town Vote

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

This forum will be the third public community workshop in a series of four sessions that takes place over the course of the planning process. Following this event, one additional Community Forum will be held in early 2024 before the plans are finalized and voted on at Town Meeting in May 2024.

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



BEACH AT POND PROPERTY



MAIN DRIVE AT BAY PROPERTY

Consent Agenda Cover Page

a. Approval of Meeting Minutes: November 6, 2023

Draft minutes from the Select Board meeting on November 6, 2023, have been submitted for review and approval.

Administrative Recommendation:

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

b. Appointments: Brewster Housing Authority Tenant Representative and Health and Human Services Committee

Elizabeth Canto submitted her application and followed the Select Board appointment policy for the vacant tenant representative position on the Brewster Housing Authority. The Select Board liaison and Chair of the committee have interviewed the applicant and recommend her appointment. The appointment term will end on June 30, 2025.

Robert Ziegler has also followed the Select Board appointment policy for the vacant position on the Health and Human Services Committee. The Select Board liaison and Chair of the committee recommend this appointment for a 3-year term that will expire on June 30, 2026.

Administrative Recommendation:

We recommend the Select Board approve these appointments.

c. One Day Liquor License Applications: Cape Rep Theatre

Cape Rep Theatre has requested 4 One Day Liquor Licenses to be able to serve beer, wine and mulled cider at their location of 3299 Main Street for their Holiday Musical Revue "Sing Out". They expect 120 attendees on each of the performance days. The performance will be on Thursday November 30th, Friday December 1st, Saturday December 2nd from 7pm – 10pm and Sunday December 3rd from 2pm – 5pm. Cape Rep Theatre has been advised, if approved, they will have used 29 of their allowed 30 One Day Liquor Licenses for 2023.

The Police Department, Fire Department, Town Planner, Health Department, Building Department and Town Administration have reviewed the applications. They have recommended the following conditions:

- Barrier or signage should clearly delineate where people are permitted to consume the alcohol served.
- All roadways must remain unobstructed for emergency vehicle access. No parking within fire lanes, on interior roads, or around main buildings that will inhibit or delay the response of fire apparatus or EMS vehicles to an emergency incident.
- If utilized, tents shall have a permanently affixed label indicating appropriate fire-retardant rating.
- Any temporary signs or structures must be permitted through the Building Dept.

Administrative Recommendation:

We recommend the Select Board approve the 4 One-Day liquor license applications with the conditions outlined.

d. Extension of Long Pond Landing Closure

The Contractor for the project has requested an extension of the closure of Long Pond Landing through December 31, 2023. This will provide the additional time needed to complete final paving and the installation of the dock and kayak launch.

Administrative Recommendation:

We recommend the Select Board approve this request.

e. Letter of Support to Community Preservation Committee Regarding Housing Application(s)

Town Administration is asking the Board to sign a letter of support for the application to the Community Preservation Committee to continue to financially support Brewster's Housing Coordinator position.

Administrative Recommendation:

We recommend the Select Board Chair sign the letter of support.

f. Fee Waiver Request: Department of Public Works Stormwater Permit Application

The Director of Public Works is requesting a fee waiver for the \$100 filing fee to submit the Stormwater Permit application for the Millstone Road Improvement Project.

Administrative Recommendation:

We recommend the Select Board Chair approve this request.



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Office of:
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Town Manager

MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: November 6, 2023
TIME: 6:00 PM
PLACE: 2198 Main Street, Room A

Participants: Chair Chatelain, Selectperson Hoffmann, Selectperson Whitney, Selectperson Bingham, Town Manager Peter Lombardi, Natural Resources Director Chris Miller, Chief Heath Eldredge, Chief Robert Moran, Deputy Chief Kevin Varley, Department of Public Works Director Griffin Ryder, Water Superintendent Paul Anderson, Facilities Director Tom Thatcher

Absent: Selectperson Chaffee

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

Chair Chatelain called the meeting to order at 6:00pm, declared a quorum and read both the meeting participation and recording statement.

Public Announcements and Comment

None

Select Board Announcements and Liaison Reports

Chair Chatelain recognized Karl Fehrle as the only remaining founding member of the Brewster Band. Mr. Fehrle has been with the band for 29 years and will be retiring after the December concert for the Holidays at the age of 102. At this concert, Chair Chatelain will be presenting Karl with a certificate of appreciation for his many years of service.

Selectperson Hoffmann shared that she attended the Massachusetts River Herring Network Annual meeting at Orleans Town Hall. Brewster was well represented at the meeting with members from the Alewife committee, Natural Resources Advisory committee, and Town staff.

Town Manager's Report

Mr. Lombardi shared the following information:

- Community Planning Grant
 - Brewster has been awarded \$65K in state grant funding through the Executive Office of Housing and Livable Communities (EOHLC) One Stop program. This funding will be used to look at the Town's existing zoning bylaws and prepare a report that identifies impediments to and opportunities for multi-unit and mixed-use residential housing.
 - There will be opportunities for residents to provide their feedback as we work through the initiative. Ultimately, we expect the report will include recommendations for making changes to our zoning bylaws.
 - There is a need to look at the Town's land use regulations and policies to see if there are options to help make an impact on the housing crisis.



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- Catalyst Architect's, the lead for the design for the Brewster Woods project, was recently recognized by the Home Builders & Remodelers Association of Cape Cod as having designed the premier affordable housing project on Cape this past year.
- The Healy-Driscoll Administration released their Affordable Homes Act which includes a whole host of executive actions and proposed legislation. Most importantly for Brewster this includes potentially allowing ADUs of 900 sq ft or less by right, a local option transfer tax, and a new seasonal communities designation which recognizes the unique challenges in destination communities. The new administration has created a new Office of Rural Affairs, where part of their effort is to provide greater support for smaller communities.
- A new Fire Department website was launched last week, this completes the Town's 3-part commitment to upgrading Town websites.
- The Sea Camps 3rd community forum will be held on Thursday November 30th at 6pm, this will be a fully virtual forum. There will be presentations on the latest draft plans for both properties followed by opportunities for residents to give feedback and ask questions in smaller breakout groups. Details of the forum will be shared on the Town website later this week.

Consent Agenda

- a. Meeting Minutes: October 16, 2023
- b. Appointments: Cultural Council and Zoning Board of Appeals
- c. Special Event Application: Friends of Brewster Dog Park
- d. Item Declared as Surplus for Disposal plus Fee Waiver Request: Natural Resources Department
- e. Cape Cod Bridges Project Letter of Support

Selectperson Hoffmann moved to approve the Consent Agenda of November 6, 2023. Selectperson Whitney second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Whitney-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

Discuss and Vote on Senior Lifetime Shellfish License Fees

Selectperson Hoffmann noted that she filed a notice of disclosure for the appearance of conflict of interest as she is a shellfish permit holder.

Mr. Lombardi provided an overview of the agenda item, last December a new proposed fee schedule was approved which included shellfish permit fees. The Department of Natural Resources has a robust stocking program, including littlenecks at Ellis Landing, quahogs at Saints Landing and oyster Sundays at Mants Landing. Last year's recommendations were based on the increase of the cost of materials and the popularity of the shellfish program. The idea was that the revenues from fees associated with the program would cover the cost of the program.

The Board is to review the Senior/Lifetime shellfish permits which started 15+ years ago with a onetime fee of \$5 for residents 70 years or older. These permits, up until this year, were not included in the Town's database for tracking purposes. The Board had agreed to institute a \$15 annual fee for Senior Shellfish permits, voting in early January to gather data on the Lifetime permits to be able to have a broader



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discussion. Senior shellfish permits are issued through the Council on Aging, as of last week we have issued a little over 250 permits at \$0 and 50+ new Senior shellfish permits at \$15. So far this year, the Town has sold just under 1000 shellfish permits.

There was a review of attendance at Oyster Sundays for the first couple of weeks and a review of the projected revenues from the shellfish permit fee increases. The costs of the Lifetime permits will be about \$4,000 in revenue. The Board's decision points are whether to grandfather existing Lifetime permits, including those who purchased their Senior permits before January 1, 2023, and if Senior Shellfish permits are specific to the individual or not. The latter will be decided at an upcoming Select Board meeting when the Rules and Regulations for 2024 are voted on.

Members of the Board shared their thoughts on honoring Lifetime permits, clarifying that any of the new Senior Shellfish permits purchased in 2023, will need to renew each year for \$15 and the resident shellfish permits are \$40 per year. Selectperson Hoffmann cited Cape Town's regulations about individual vs. family permits. Mr. Lombardi noted that through the budgeting process for FY25, will review actual revenues and align them with the projections for next year.

Selectperson Hoffmann moved to continue the Lifetime permits for seniors for those who have held one since January 1, 2023. Selectperson Bingham asked if they would need to register each year, Mr. Lombardi responded that one of the reasons this was voted on last year was to collect the data and to make sure the wardens could check the limits by week as is done with all other permits. It would be best to continue this process. Mr. Miller shared that this is part of the discussion for the Rules and Regulations. Selectperson Hoffmann amended the motion to continue the Lifetime Senior Shellfish permits for those who are held and registered before January 1, 2023. Selectperson Bingham second.

The following residents shared public comment:

- Richard Harb, Ambergris Circle, when the program was offered the Town requested \$5 in return for a lifetime permit. There is nothing on the permit that says it could be revoked, this established a binding contract. Asked if you don't register this year, you are not eligible next year?
- Fred Lawrence, Spruce Run Drive, stated that he doesn't understand why those with Lifetime permits would have to come in and register every year? Appreciates the people volunteering their time and effort and is very grateful, but very disappointed that not once, has anyone mentioned honor, commitment, or making a promise.
- Ben McKelway, Main Street, appreciates the services that the DNR offers residents and appreciates the raising costs. Though he could afford to buy a license each year, that is not the issue. The only issue for is the principle of providing a lifetime permit which is a contract. The right thing to do, is to continue to grandfather the permits to those who held them before this year.
- Tom O'Connor, Long Pond Road, agrees with the other speakers and asked about a family permit as one of the issues and would like clarification.

Mr. Miller stated that the DNR has always interpreted the family permit as the member on the permit, who could bring others as long as they are filling one basket, there is one limit per permit.



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A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Whitney-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.

The Town has a database that tracks all permits issued each year, the Town will honor all Lifetime permits going forward, even if they were not exchanged this year. There was discussion regarding family permits and who can use the permit, Mr. Miller stated that the intent is not to have multiple permits per household. There was also consensus that the permit holder must be present to use the permit. This item will be placed on a future Select Board meeting.

Quarterly Leadership Team Presentations (Public Safety): Police Department, Fire Department, Department of Public Works, Water Department, and Facilities Department

Department heads are organized into four different leadership teams: Public Safety, Community Development, Social Services and Finance. Every 3-4 months, department heads will provide an update at a Select Board meeting.

- Police Department (Chief Eldredge)
 - Police Activities/Calls for Service
 - No expectation for increases in criminal activity for the remainder of the year.
 - Highlights of some of the things the Police have responded to were reviewed, these are in addition to traffic enforcement.
 - Continue to respond to many issues surrounding mental health and substance abuse.
 - Personnel
 - Recently filled a dispatch position and working to fill a part-time dispatcher position.
 - Interviewing candidates to fill one police officer position.
 - Working with Human Resources to post a part-time custodian position.
 - Current Projects
 - Creating a 5-year strategic plan to guide future growth and development.
 - Ordered two more frontline hybrid cruisers, working towards a more fuel-efficient fleet.
 - Upgrading the Livescan Fingerprint System to be compliant with State standards
 - Security fencing and secure storage is almost completed behind the police station.
 - Community Engagement
 - Storytime at Eddy Elementary, Trunk-or-Treat and Faith & Blue Event are a few examples from the past couple of weeks.
- Fire Department (Chief Moran & Deputy Chief Varley)
 - Received \$234K for Fire Instructure training, excess funds will be used for additional training, coverage overtime pay and instructor costs. This will happen over the next couple of years at no cost to the taxpayer.
 - Introduction of the new Fire Prevention Office Scott Romer, a 12-year call firefighter.
 - Stop the Bleed and CPR training will be available to employees in November.



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- DEP Oil Spill Drill at Sesuit Harbor was conducted with Dennis Fire Department, DEP provided overtime funding for the drill.
- Review of the Ambulance Order project, the Strategic Plan, Lexipol (software package) Project, Foam Removal project, ASHER training (with the Police Department)
- The Staffing Study is being finalized and the report will be shared at a December meeting with the Select Board and the Finance Committee.
- Staffing Review
 - 5 members were recently sworn in
 - one member from the department will be leaving in a couple weeks, one will be on long term medical leave and one is deployed with the US Army
- Fire Prevention- school education programs and citizens fire academy
- Enhanced website
- Community Events- Trunk or treat, Christmas Tree Lighting and Homeless for the Holidays
- Review of the Fire Department service calls
- Department of Public Works- Griffin Ryder
 - Overview of Projects
 - Breakwater Road and Foster Road Drainage
 - Bay Parcel Pool Parking Lot
 - Operations
 - Recycling Center study
 - Challenges
 - Staffing – in the process of hiring for an Assistant Director, at the end of this month will be short four positions.
 - Equipment and vehicle build timeframes- related to replacement plans
 - Vehicle sourcing
 - Price increases
 - Millstone Road Update
 - Long Pond Town Landing Update (the website is updated with the latest information and timeline)
- Water Department – Paul Anderson
 - Water Tank Updates- two tanks were cleaned and painted over a two-month period.
 - Hydration Stations- status map is available on the Town website
 - 11 interior & 7 exterior currently installed throughout Town
 - Review of the locations to come in 2023, early 2024
 - Master Plan Grant Funding review
 - Red Top Road watermain review (approximately 3,000 ft)
 - Staffing
 - Transition period due to retirement, promotions, and other opportunities
 - New in-house Distribution Foreman and Treatment Foreman
 - 4 new Service Technicians (laborers)



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- Continued education and training for staff
- Facilities Department – Tom Thatcher
 - Current and Future Projects
 - Energy Efficient Solutions
 - Upgrade lighting to LEDs, installed mini-split heat pumps in place of electric heat and replaced electric water heaters with heat pump units
 - Upgrade software to HVAC, modifications to boilers, programmable thermostats
 - Behavior Based Initiatives
 - Moderating use of heating and air conditioning and adjusting temperature setpoints in unoccupied rooms
 - Routing maintenance on HVAC systems
 - Power off computers and network devices when not in use and unplugging appliance and machinery when not in use
 - Motion sensor light switches and ADA low flow toilets
 - Town Hall window replacement project update
 - Implementation of Building Maintenance software program for improved efficiency and tracking
 - Safety and Security of Town Buildings
 - Panic buttons, security camera coverage and emergency lock down system

FYIs

Mr. Lombardi noted that the Veteran's Day Ceremony will be held at the Council on Aging at 10am on Saturday November 11th. And that Town Meeting will be held on Monday November 13th at 6pm, check-in starts at 5pm.

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None

Next Meetings

November 13 (Town Meeting), November 27, December 4 (Joint with Finance Committee), and December 18, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 7:55pm. Selectperson Whitney second. A roll call vote was taken. Selectperson Whitney-yes, Selectperson Hoffmann-yes, Selectperson Bingham-yes, Chair Chatelain-yes. The Board vote was 4-Yes, 0-No.



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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, Shellfish License data, Public Safety Presentations, and FYIs.

DRAFT

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:

BREWSTER TOWN CLERK
23 OCT 25 2 44 PM

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
Harwich	Diploma	1976
CCCC	ASL	1983

11. OCCUPATION: Teacher/Director/Choreographer
 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
Harwich Jr Theatre	Lead Teacher Director	1980 →
Healthy Children	Lactation Counselor	
Cape Organization for Rights of the Disabled		1983-1989

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

- Governor's Appointee MCAD
- _____
- _____
- _____

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:

Community Action Committee - 70s/80's
 HJT - 50 years
 Harwich Cape Verdean Festival 2023

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

I CUT MY EYE TEETH IN ANTI-POVERTY WORK AT MY MOTHER'S KNEE. I BELIEVE HOUSING FOR ALL CAN BE A REALITY. MY WORK AS A COMMUNITY ORGANIZER AND IN THE NON-PROFIT SECTOR AS WELL AS COMMUNITY THEATRE HAS HONED MY SKILLS TO WORKED COLLABORATE AND REPRESENT MY COMMUNITY

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.

COMMUNITY ORGANIZER
THEATRE PROFESSIONAL
GOVERNOR'S APPOINTEE TO MASS COMMISSION AGAINST DISCRIMINATION
PROGRAM COORDINATOR FOR CARE ORGANIZATION FOR RIGHTS OF THE DISABLED
RECIPIENT OF THE DOROTHY FOSTER PEACE & JUSTICE AWARD
COACH
CAMPAIGN MANAGER / SERGEANT

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: Kate Pazzakis
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: EMPLOYER AT HARWICH IV THEATRE

b. Name: Jenn And
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: PROFESSIONAL ASSOCIATE / FRIEND

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

[Empty box for additional information]

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

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

Signature:

Elizabeth Cantu

Date:

10/25/2023

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

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

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

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

b. Select Board Liaison Consultation with Committee Chair:

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

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

d. Select Board Liaison Recommendation:

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

3. SELECT BOARD ACTION

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

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status (as needed)

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
TenaFly High School	high school diploma	1970
Drew University	2 yrs no diploma	1973
Fairleigh Dickinson University	1 yr no diploma	1974

11. OCCUPATION: _____

Active

Semi

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
Kennedy-Donovan Center	Adult Companion	2019 to present
Town of Harwich	Custodian	2018-2019
Nauset Regional Schools	Custodian	2018
Georges Bakery Products	Delivery Driver	2001-2014

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:

Nauset Neighbors 2020 to present

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

1. to increase my involvement with the town
For my own well-being
2. hopefully to help Brewster have the best services
For its residents both short term and long term

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.

1. as a person in recovery, I have experienced
how difficult life can be
2. I have benefited greatly by having been
given subsidized housing

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: Cindy Thatcher
Address: Brewster COA
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: Councilor/Friend
Shine

b. Name: Barbara Sousa
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: Nauset Neighbor/Friend
p as in pea

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

The idea of a legacy dream has captured my attention. I just think it would be wonderful if Brewster's seniors could work together to create something special for the next generations to come.


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

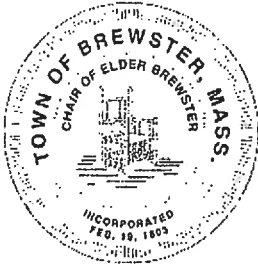
- My completion of this form does not guarantee my appointment and my application will be kept on file for two (2) years.
- If appointed to a position, I will be considered a Municipal Employee under MGL Ch. 268A and will be subject to:
 - Massachusetts Conflict of Interest Law, MGL Ch. 268A;
 - Massachusetts 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
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Cape Rep Theatre</i>
Applicant's Address: <i>3299 Main Street</i>
Telephone # and Email Address: <i>Janine Perry, [REDACTED] jimperry@caperep.org</i> <i>or Marion Hobbs, 508-896-2709, attorney hobbs@verizon.net</i>

Section 2: Event Information

Type of Event: <i>Holiday Musical Revue "Sing Out"</i>
Location of Event: <i>3299 Main Street, Brewster MA</i>
Date of Event & Proposed Times: <i>Thursday, November 30th 7-10 pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer, wine, mulled cider (rum)</i>
Number of attendees anticipated: <i>120</i>

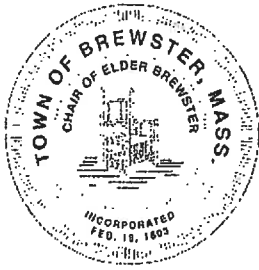
Section 3: Server Information:

Server name, address, and phone #: <i>Janine Perry, 3299 Main Street, [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information

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

Applicant Signature: *Marion Hobbs* Date: *11/13/2023*
attorney for Cape Rep



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

Office of:
 Select Board
 Town Manager

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Applicant/Property Owner:
Cape Rep Theatre

Applicant's Address:
3299 Main Street

Telephone # and Email Address:
Janine Perry, [REDACTED] jimperry@caperep.org
or Marion Hobbs, 508-896-2709, attorney hobbs@verizon.net

Section 2: Event Information

Type of Event:
Holiday Musical Revue "Sing Out"

Location of Event:
3299 Main Street, Brewster MA

Date of Event & Proposed Times:
Friday, December 1, 2023 7-10 pm

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

Number of attendees anticipated:
120

Section 3: Server Information:

Server name, address, and phone #:
Janine Perry, 3299 Main Street, [REDACTED]

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

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

Section 4: Additional Information

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

Applicant Signature: *Marion Hobbs* Date: *11/13/2023*
attorney for Cape Rep



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

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Cape Rep Theatre</i>
Applicant's Address: <i>3299 Main Street</i>
Telephone # and Email Address: <i>Janine Perry, [REDACTED] jimperry@caperep.org</i> <i>or Marion Hobbs, 508-896-2709, attorney.hobbs@verizon.net</i>

Section 2: Event Information

Type of Event: <i>Holiday Musical Revue "Sing Out"</i>
Location of Event: <i>3299 Main Street, Brewster, MA</i>
Date of Event & Proposed Times: <i>Saturday, December 2, 2023 7-10 p.m.</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer, wine, mulled cider (rum)</i>
Number of attendees anticipated: <i>120</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Janine Perry, 3299 Main Street, [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information

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

Applicant Signature: *Marion Hobbs* Date: *11/13/2023*
attorney for Cape Rep



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

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Cape Rep Theatre</i>
Applicant's Address: <i>3299 Main Street</i>
Telephone # and Email Address: <i>Janine Perry, [REDACTED] jimperry@caperep.org</i> <i>or Marion Hobbs, 508-896-2709, attorney hobbs@verizon.net</i>

Section 2: Event Information

Type of Event: <i>Holiday Musical Revue "Sing Out"</i>
Location of Event: <i>3299 Main Street, Brewster, MA</i>
Date of Event & Proposed Times: <i>Sunday, December 3, 2023 2-5 p.m.</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer, wine, mulled cider (rum)</i>
Number of attendees anticipated: <i>120</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Janine Perry, 3299 Main Street, [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information

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

Applicant Signature: *Marion Hobbs* Date: *11/13/2023*
attorney for Cape Rep



Town of Brewster

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

Office of:
Select Board
Town Manager

TO: Select Board
FROM: Conor Kenny, Town Project Manager
CC: Peter Lombardi, Town Manager and Donna Kalinick, Assistant Town Manager
RE: Extension of Long Pond Town Landing Closure
DATE: 11/17/2023

The ongoing Long Pond Town Landing project seeks to provide efficient and safe boat access at Long Pond. Speakman Excavation is currently working on the construction of the new boat ramp, the creation of a new dedicated entrance drive to the parking area, and the improvement of the boat trailer parking at the Long Pond Town Landing. Chris Miller, Natural Resources Director and Griffin Ryder, Public Works Director are continuing to oversee the project, along with the engineering firm, Horsley Witten.

The Select Board voted in July 2023 to close public access to the Long Pond Town Landing from September 5 through December 1, 2023 in order to begin construction work. At the request of the contractor, Speakman Excavation, we are requesting that the Select Board vote to extend the closure of the landing through December 31, 2023, in order to complete final paving, and the installation of the dock and kayak launch.

Additional limited closures may occur in Spring 2024 in order to finish the project, which is expected to be fully completed for the 2024 summer season. We will keep the Board apprised of the progress of the project.



Town of Brewster

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

Office of:
Select Board
Town Manager

November 27, 2023

Ms. Faythe Ellis, Chair
Community Preservation Committee
Brewster Town Hall
2198 Main Street
Brewster, MA. 02631

Chair Ellis,

The Brewster Select Board continues to prioritize housing as an important goal in our Strategic Planning process. Due to the efforts of the Housing Coordinator, in the last year, the State certified our 2022 Housing Production Plan, placing the Town in Safe Harbor through June of 2024 in connection with the issuance of a comprehensive permit for Spring Rock Village, 45 units of rental housing off Millstone Road. We continue to be the lead community for the regional Community Development Grant Block funding which provides housing rehabilitation and childcare voucher funds to eligible families. The Trust also offers a Local Rental Assistance Program and Buy Down Program to assist our residents. The Housing Program also celebrated the dedication and wall raising for two new Habitat homes this fall. All these accomplishments are directly tied to the efforts of the Brewster Housing Coordinator. The CPC has been a partner in the creation, acquisition, support, and preservation of community housing, through the funding of the Housing Coordinator position. Now more than ever, as we see home prices continue to rise and the availability of year-round rentals diminish, we must double down on our efforts.

We hope that the Community Preservation Committee and our residents will continue to financially support the vital position of Brewster's Housing Coordinator. The Board and Town Administration have matched the commitment by funding the benefits portion of the position. The Housing Trust has matched their support by funding a part-time housing program assistant for the Housing Program. The Housing program has grown significantly, but we still have lots of critical work ahead of us. The need for housing that is affordable, sustainable, and safe is significant in our community. Together, we can continue the good work that benefits the economic and social well-being of the Brewster community.

Thank you for all you and your committee do for the Town of Brewster.

Ned Chatelain, Chair
Brewster Select Board

Archived: Tuesday, November 21, 2023 2:43:09 PM

From: [Griffin Ryder](#)

Sent: Tuesday, November 21, 2023 12:44:24 PM

To: [Erika Mawn](#)

Cc: [Lynn St. Cyr](#)

Subject: Request for Stormwater Permit Fee Waiver for the Millstone Road Improvement Project

Importance: Normal

Sensitivity: None

Hi Erika-

The DPW respectfully requests a fee waiver from the Select Board for the \$100 filing fee for the Major Stormwater Permit SWMP2023-43 for the Millstone Road Improvement Project. The Stormwater Permit application is scheduled on the Planning Board's December 13, 2023 agenda.

Please let me know if this email request is sufficient.

Thank you,

Griffin

Griffin Ryder, P.E.

Director of Public Works

Town of Brewster

508.896.3212

gryder@brewster-ma.gov



Town of Brewster

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

Office of:
Select Board
Town Manager

To: Brewster Select Board as Local Licensing Authority
From: Erika Mawn
Date: November 21, 2023
RE: Renewal of Annual Liquor Licenses for 2024

Each year the Alcoholic Beverages Control Commission (ABCC) requires the Town of Brewster to complete the annual license renewal process. This is a two-step process that first requires the licensees to sign their retail license renewal and submit payment to the Town. Then the Local Licensing Authority will hold a public hearing on the renewal of the licenses which are contingent on compliance with all other local permits and regulations.

All licensees have signed their application in the month of November as required and have submitted payment for their 2024 liquor license. For those retail establishments that require a certificate of liability (Hotel/Innkeeper, Club, and Restaurants) we have received the appropriate documentation, and this will be on file in the Town Manager's office.

The Tax Collector's office has reviewed the financial obligations of each establishment and there are no outstanding tax payments. The Health Department did not have any concerns with any of the establishments that they permit. The Police Chief has also reviewed the list of establishments and there are no concerns. The Chief has also provided the seasonal population estimation of 30,000, as he has not seen any indication that the number has gone up or down since last year. The Building Department is in the process of completing the annual inspections in coordination with the Fire Department, any establishment that does not pass their annual inspection will not receive their annual liquor license until cleared by the Building Department.

Those establishments that hold an Annual Package Store License have been reminded of the new Town bylaw which prohibits the sale of miniature single use containers, commonly referred to as nips. In mid-December when the licenses are issued, they will receive another reminder of the Town bylaw.

For licenses that are approved by the Local Licensing Authority, the renewal application and supporting documents will be submitted to the ABCC no later than January 23, 2024.

LEGAL NOTICE
TOWN OF BREWSTER
Annual Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4-17C, the Brewster Select Board will hold a public hearing on Monday November 27, 2023, at 6:15pm to review and renew annual liquor license applications for 2024, in the Town of Brewster. This meeting will be conducted in person at 2198 Main Street, as a courtesy only, access to the meeting is 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 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.

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

Passcode: 509224

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

All Alcoholic Restaurants

Alexandra & Athanasios LLC d/b/a Stone L'Oven Pizza

Bow to Stern Ltd, d/b/a Freemans Grill

Brewster El Patron Inc. d/b/a The Island Blue Crab Food & Spirits

Brewster Inn Inc, d/b/a Woodshed

Brewster Pizza House LLC

Brown Dog Investments Inc., d/b/a Laurino's Cape Cod Village

JDT Investments, LLC, d/b/a The Kitchen Cafe

Vernon J Smith d/b/a Brewster Fish House

General On-Premises Wines & Malt

Ack Gioia LLC

All Alcoholic Club

Brewster Post 9917 VFW of the US Inc.

Ocean Edge Resort Ltd Partnership, d/b/a Linx Tavern and Bar

Ocean Edge Resort Ltd Partnership, d/b/a Ocean Edge Inn & Conference Center

All Alcoholic Hotel/Innkeeper

Chillingsworth Inc.

Old Sea Pines Inn Corp.

Spincap LLC, d/b/a Spinnaker

All Alcoholic Package Store

A Plus Ventures Inc. d/b/a Winslow's Spirits & Things

Brewster Farms Quick Pik Inc.

Brewster Market & Liquors, d/b/a Brewster Village Marketplace

Checkerberry Inc. d/b/a Millstone Liquors

Lukes of Brewster Inc., d/b/a Lukes Super Liquors

Vidira Corp. d/b/a Brewster Wine & Spirits

Wines & Malts Package Store

Ferretti Liquors Market Inc. d/b/a Ferretti's Market

OERGC Inc. d/b/a Ocean Edge Resorts

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

2024 Seasonal Population Increase Estimation Form

Municipality: Town of Brewster

Date: November 27, 2023

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

November 27, 2023

estimated that the temporary increased resident population

of the Town of Brewster

, as of July 10, 2024 will be ^{30,000} .

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief. The above statements are made under the pains and penalties of perjury.

Very truly yours,

Local Licensing Authorities

RENEWAL CERTIFICATION 2024

CITY/TOWN:

A. LICENSEES WHO FAILED TO RENEW FOR 2024:

LICENSE #:

LICENSEE CORPORATE NAME AND ADDRESS:

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2024:

LICENSE #:

LICENSEE CORPORATE NAME AND ADDRESS:

We hereby certify that the premises described in 2024 renewal applications for the above mentioned municipality are now occupied, used, or controlled by the licensee and will be on January 1, 2024. The renewal applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities

Archived: Tuesday, November 21, 2023 2:53:58 PM

From: [Erika Mawn](#)

Sent: Tuesday, November 21, 2023 2:19:23 PM

To: saumil5691@gmail.com patel.ta@gmail.com vishal_72176@yahoo.com jyotikc2006@yahoo.com brewster@lukesapecod.com bbayrunner@aol.com npatel@jhmus.com kristin.hemeon@oceanedge.com dyal.sandhu@oceanedge.com [Erika Mawn](#)

Subject: Reminder- New Town of Brewster Bylaw

Importance: High

Sensitivity: None

Attachments:

[Bylaw- Prohibition on Sale of Miniature Single Use Containers.pdf](#) 

Good Afternoon,

At the May 2023 Annual Town Meeting, residents voted to adopt a new Town Bylaw on the **Prohibition on Sale of Miniature Single Use Containers for Alcoholic Beverages in Less Than or Equal to 100 Millimeters** (commonly referred to as "nips"). This ban will go into effect as of *January 1, 2024*.

With the 2024 Renewal of Liquor Licenses the Local Licensing Authority, the Select Board, will vote to approve your annual license with the condition that your establishment will comply with the new bylaw starting January 1, 2024.

If you have any questions, please don't hesitate to reach out to the Town Manager's office.

Thank you and Happy Thanksgiving,

Erika

Erika Mawn

Executive Assistant

Town Manager/Select Board Office

Phone: 508-896-3701 x1100

Website: www.brewster-ma.gov

2198 Main Street Brewster MA 02631



Town of Brewster

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

Office of:
Select Board
Town Manager

To: The Select Board
From: Erika Mawn
Date: November 21, 2023
RE: Renewal of Annual Licenses for 2024

Each year the Select Board votes to renew licenses issued to establishments who conduct business in the Town of Brewster. Those licensees who have expressed their intention to renew their licenses and have submitted their renewal fee for 2024. The renewal of annual licenses is contingent on compliance with all other local permits and regulations.

The list of business is reviewed by various departments for any outstanding payments or concerns, these include the Tax Collectors office, the Health Department, the Chief of Police and the Building Department. There are no concerns with the renewal of any of the licenses for calendar year 2024. The Building Department is completing their annual inspections in coordination with the Fire Department, any establishment that does not pass inspection will not have their annual license renewed until the Building Department has signed off on the inspection.

Please note with the Common Victualler Licenses that Breakwater Fish & Lobster Market was recently sold, the new owners have been in contact with the Town Manager's office and will be applying for licenses after the start of the new year. Additionally, Kate's Cape Cod Ice Cream is closed indefinitely as the business is being sold. These two businesses will not have their licenses renewed for 2024.

Annual Common Victualler's Licenses	
Ack Gioia LLC	Island Blue Crab Food & Spirits
Brewster Fish House	J.T.'s Seafood Restaurant
Brewster Inn & Chowder House/ The Woodshed	The Kitchen Café
Brewster Pizza House	Laurino's Cape Cod Village
Brewster Post #9917 VFW	Linx Tavern (Ocean Edge Resort)
Café Alfresco	Ocean Edge Inn & Conference Center
Candleberry Inn	Old Sea Pines Inn
Cape Cod National Golf Club	The Peacemaker Inc.
Chillingsworth	Pico's Taco Shack
Cobies	Sea Meadow Inn
Dunkin Donuts	Snowy Owl Coffee Roasters
Eat Cake 4 Breakfast	Spinnaker
Freemans Grill	Stone L'Oven
Harbor Lights Mini Golf Course	

The Friends of Brewster Dog Park Inc. is requesting a fee waiver of the \$100 annual Hawker & Peddler License as they are a not for profit 501 c3 public charity.

Hawker & Peddler Licenses	
Boundless Inc. (Eric Barber)	Friends of Brewster Dog Park Inc.

Michael's Cottages was recently sold, and the new owners have been in contact with the Town Manager's office, they will be seeking a license after the start of the new year. The Old Sea Pines Inn will not be renewing their license, as the business/property is in the process of being sold, the new owners are aware that they will need to apply for licenses in 2024 to operate as an Inn.

Annual Lodging House & Innkeepers Licenses	
Brewster By the Sea	Pepper House Inn
Candleberry Inn	Sea Meadow Inn
Chillingsworth	Spinnaker
Ocean Edge Inn & Conference Center	Captain Freeman Inn
Old Manse Inn	The Ruddy Turnstone

Annual Class II and Livery Licenses	
Don's Auto Cosmetics	Bola Talabi- Export Only
Cape Cod Patient Transport	

Once approved, the 2024 licenses will be issued in mid-December to all establishments.

GRANTOR: Brewster Conservation Trust

GRANTEE: Town of Brewster, Conservation Commission

ADDRESS OF PREMISES: 0 Holly Avenue (Rear), Brewster, MA 02631

FOR GRANTOR'S TITLE SEE: Barnstable County Registry of Deeds Book 35528, Page 130

FOR PLAN OF RECORD SEE: Barnstable County Registry of Deeds Plan Book 219, Page 79

CONSERVATION RESTRICTION

JOSEPH BIERNAT, BETH FINCH, DEBRA JOHNSON, PETER JOHNSON, MARTIN KAMARCK, DONALD KEERAN, JOHN LAMB, STEPHEN MCKENNA, HAL MINIS, BONNIE NEWMAN, ROGER V. O'DAY, PETER W. SOULE, CHARLES L. SUMNER, SEAMUS WOODS, and ROSEMARY VAN ANTWERP, as Trustees of the BREWSTER CONSERVATION TRUST, under a Declaration of Trust dated June 22, 1983 and recorded with the Barnstable County Registry of Deeds in Book 3791, Page 25, as amended, with a mailing address of 36 Red Top Road, Brewster, MA, 02631, being the sole owner of the Premises as defined herein, its successors and assigns holding any interest in the Premises ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to **THE TOWN OF BREWSTER**, a Massachusetts municipal corporation with an address of 2198 Main Street, Brewster, Massachusetts, 02631, acting by and through its Select Board by authority of the vote taken under Article 4 of the November 14, 2022 Special Town Meeting of the Town of Brewster, an attested copy of which is attached hereto as Exhibit C, and by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their successors and permitted assigns ("Grantee"), in consideration of TWO HUNDRED AND FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Brewster, County of Barnstable, Commonwealth of Massachusetts, containing approximately 4.925 acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation and passive recreation purposes, in a natural, scenic and undeveloped condition, and to prevent any

use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

Barnstable County Community Preservation Act. The acquisition of this Conservation Restriction is made pursuant to the vote of the Town of Brewster Special Town Meeting, at a duly called meeting held on November 14, 2022, as Warrant Article 4, an attested copy of which vote is attached hereto as Exhibit C, to appropriate funds for the purpose of acquiring a conservation restriction on the Premises for conservation and passive outdoor recreation purposes as defined in the aforesaid Community Preservation Act, G.L.44B § 1 et seq. as applied pursuant to Chapter 149, §298 of the Acts of 2004, as amended by Chapter 352, §129-133 of the Acts of 2004 (the so called "Barnstable County Community Preservation Act" or "CPA"). A copy of the Town Meeting vote is attached hereto as Exhibit C. Pursuant to said Town Meeting Vote, the Select Board of the Town of Brewster hereby places the Premises under the care, custody, and control of the Conservation Commission of said town.

The conservation values include the following:

- **Open Space Protection.** The Premises contributes to the protection of the scenic and natural character of Brewster and its protection will enhance the open-space value of the Premises as well as other protected open space parcels, including land-trust owned conservation land on the east, Baker’s Pond Conservation Area on the north, and in close proximity to the state’s Nickerson State Park to the west (over 1,900 acres). The land around Nickerson State Park, including the locus was listed by the Massachusetts Department of Conservation and Recreation in 1981 as a Scenic Landscape. Surrounding Town land includes the highest location in Brewster at 134 feet above sea level.
- **Statewide Land Conservation Plan.** In 2003 the Statewide Land Conservation Plan was drafted, which identifies the most significant available, undeveloped and unprotected open space lands needed to protect, among other things, biodiversity habitats. Conserving the Premises supports the Statewide Land Conservation Plan in maintaining extensive woodlands of hundreds of acres which enable deer, coyote, fox and other large mammals to breed, roam and forage.
- **Protection of Wildlife Habitat.** The Premises contains Massachusetts Natural Heritage & Endangered Species Program (“NHESP”) BioMap Critical Natural Landscape. BioMap, last updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. Therefore, the protection of the Premises aligns with NHESP’s wildlife and habitat protection objectives and would ensure perpetual protection for each of these state-recognized habitats.
- **Baker’s Pond Conservation Area.** The Brewster Conservation Trust and the Town of Brewster own a 90-acre assemblage of pine-oak-huckleberry woodlands which run along

the eastern side of the Premises, on the western side of Baker's Pond – a pond which is located on the Brewster-Orleans town boundaries. Referred to as the Baker's Pond Conservation Area, this protected open space includes a vernal pond and Huckleberry Hill, the highest point in Brewster (134-feet). BCT maintains a two-mile trail within the Conservation Area which is frequented by white-tailed deer, fox and coyote.

- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* ("RPP"), amended in 1996, 2002, 2009, 2012, and 2018, which provided, *inter alia* (references are to the 2018 RPP):
 - "To protect, preserve, or restore wildlife and plant habitat to maintain the region's natural diversity" (Wildlife and Plant Habitat Goal, p. 55).
 - In reference to this Wildlife and Plant Habitat Goal, the RPP states, "For many years habitat loss due to development has been the primary threat to the region's habitats" (p. 32); and
 - "To conserve, preserve, or enhance a network of open space that contributes to the region's natural community resources and systems" (Open Space Goal, p. 55).
 - In reference to this Open Space Goal, the RPP states, "[t]he open space of the Cape is critical to the health of the region's natural systems, economy, and population. Open space provides habitat for the region's diverse species..." (p. 30);

Granting this Conservation Restriction will advance each of these goals. The Premises is adjacent to the BCT's Baker's Pond Conservation Area and in the vicinity of Nickerson State Park. Additionally, the Premises lies entirely within an NHESP BioMap Critical Natural Landscape. Therefore, this Conservation Restriction will ensure that important wildlife and plant life habitats remain undisturbed in perpetuity. The Open Space Goal will be served in preventing development on the Premises.

Consistency with Clearly Delineated Town of Brewster Conservation Policy. Protection of the Premises will further the Town of Brewster's documented goals regarding conservation of land. In 2020, the Town of Brewster outlined its conservation goals in its updated *Open Space and Recreational Plan*, identifying policies and actions to guide conservation efforts. Protecting this Premises from development supports the Town's goals for maintaining open space, preserving the rural and scenic character of the area, and protecting habitat diversity and fresh surface waters.

Additionally, the Town of Brewster has adopted a *Conservation Restriction Program* ("CRP"), consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1989, which encourages the use of conservation restrictions in perpetuity as a means of "protecting water resources and clean air, preserving open space, forest lands, and natural habitat of fish, wildlife or plants and

providing scenic enjoyment, outdoor recreation and education of the public;” and which further specified that purposes of a conservation restriction could include the following:

- to prevent the cutting of trees;
- to preserve important natural habitats; and,
- to limit or prevent construction on land of natural resource value

For similar reasons outlined above, granting this Conservation Restriction aligns with the goals of the Town of Brewster’s *Conservation Restriction Program*.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of “conservation purposes” as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: protect the land for outdoor recreation by the general public; reserve the land for education regarding the natural world; protect wildlife habitats; and it would contribute to the preservation of open space because it would enhance public access to additional Brewster woodlands.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, wind turbine, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Hunting, , trapping, or camping;
- (7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel. The development rights which are encumbered and extinguished by this Conservation Restriction shall not be transferred to any other property pursuant to a transferable development rights plan, cluster development plan, or otherwise;
- (9) The use of the Premises for business, residential or industrial use, or commercial recreation;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, fence lines and trails and meadows.

- (2) Non-Native, Invasive or Nuisance Species. The removal of non-native, nuisance or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season.
- (4) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species.
- (5) Pest Control. With the approval of the Grantee, trapping and removal of animals for pest control purposes.
- (6) Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises shall be provided to the Grantee.
- (7) Trails. The marking, clearing and maintenance of existing trails as shown in the Baseline Report. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than eight (8) feet.
- (8) Parking. Installation, maintenance, and use of a parking area for up to three (3) vehicles to enhance public access provided such installation causes no more than minimal disturbance on the Premises.
- (9) Resting Benches. Installation and maintenance of resting benches for enjoyment by the public, provided such installation causes no more than minimal disturbance on the Premises and does not negatively impact its conservation values.
- (10) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values.

(11) Fences. Subject to Grantee's approval, erection and maintenance of open-faced (i.e., sight-pervious) fences, such as wooden split rail, for property boundary delineation, safety reasons, and trail demarcation, so long as the dimensions and design of said fences do not impede free wildlife passage.

(12) Outdoor Passive Recreational Activities. Non-commercial, passive recreational uses of the Premises by the public during daylight hours, subject to reasonable regulation by the Grantor. Passive outdoor recreation activities may include walking, jogging, cross-country skiing, bird watching, hiking, wildlife observation, photography, fishing, sketching, painting, and other similar activities that do not conflict with the Conservation Values and that are permitted by law.

(13) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph II(B) shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph II(B), any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.

(14) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph II(B) shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

(15) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph II(B) shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Grantee agrees to use reasonable diligence to respond to Grantor's request within 60 days of delivery. Grantee's failure to respond within the sixty (60) calendar day period shall be deemed a denial of the request (hereinafter, a "Deemed Denial"). A Deemed Denial is not final or binding on Grantee, and Grantor may submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction. Prior to resorting to legal means to enforce any violations of this Conservation Restriction, the Grantee shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced, provided the Grantor ceases the violation immediately upon receipt of notice of the violation and makes a good faith effort to remedy the violation.

Grantee shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry on the Premises is not authorized and not voluntarily acquiesced in by Grantor provided that the Grantor made reasonable efforts to deter the actions of said trespassers or third persons. Grantor agrees that Grantor will not voluntarily acquiesce in any violation of this Conservation Restriction by trespassers or such other third persons; and Grantor further agrees that Grantor will make reasonable efforts to deter such activities and to remedy the violation and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation

Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises (i) after reasonable notice and at reasonable times and in a reasonable manner, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction; and, (ii) after sixty (60) days prior written notice, except in an emergency in which case notice shall be given as soon as is practicable, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor has prior to the expiration of said sixty (60) days given written notice to the Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has ceased the activity and made reasonable efforts to begin remediation.

The Grantor grants access to the trails on the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only for the activities described in Section II.B.(7) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II.B.(7). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent

provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B), subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is Sixty-Nine and 44/100 percent (69.44%)¹ of the fair market value of the unrestricted Premises determined at the time of the gift. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including Barnstable County Community Preservation Act.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B), after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

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

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-

¹ The Town (Grantee) paid \$250,000 for this Conservation Restriction, representing 69.44% of the fee simple purchase price of \$360,000 by the Brewster Conservation Trust (Grantor).

in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the assignee is not an owner of the fee in the Property, and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to

receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable County Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. NOTICES

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

To Grantor: Brewster Conservation Trust
36 Red Top Road
Brewster MA 02631

To Grantee: Town of Brewster Conservation Commission
2198 Main Street
Brewster MA 02631

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

XIII. GENERAL PROVISIONS

- A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.
- D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

- A. Pre-Existing Public Rights. Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
- B. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.
- C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor – Trustees of the Brewster Conservation Trust
Grantee Acceptance – Town of Brewster Conservation Commission
Grantee Acceptance and Approval by Town of Brewster Select Board
Approval of the Secretary of Energy and Environmental Affairs.

*CR#17004. HUCKLEBERRY HILL NW CONSERVATION RESTRICTION
BREWSTER, MA*

Exhibits:

Exhibit A: Description of Premises

Exhibit B: Sketch Plan of Premises

Exhibit C: Town of Brewster Special Town Meeting Vote

GRANT:

This Conservation Restriction to the Town of Brewster Conservation Commission was granted by the Trustees of the Brewster Conservation Trust this 14th day of November, 2023.

BREWSTER CONSERVATION TRUST

By its Trustees, duly authorized

[Signature]
Martin Kamarck, Trustee & President

Joseph Biernat

Beth Finch

[Signature]
Debra Johnson

[Signature]
Peter Johnson

[Signature]
Hal Minis

[Signature]
Donald Keeran

[Signature]
Seamus Woods

[Signature]
John Lamb

[Signature]
Steve McKenna

Bonnie Newman

[Signature]
Roger V. O'Day

Peter W. Soule

[Signature]
Charles L. Sumner

[Signature]
Rosemary Van Antwerp

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared Martin Kamarck, John Lamb, Stephen McKenna, Roger V. O'Day, Charles L. Sumner, Rosemary Van Antwerp, Seamus Woods, Donald Keeran, Hal Minis, Peter Johnson, Debra Johnson, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.




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


ACCEPTANCE

We, the undersigned, being a majority of the Conservation Commission of the Town of Brewster, Massachusetts, hereby certify that at a public meeting duly held on November 14, 2023, the Conservation Commission voted to accept the foregoing Conservation Restriction from the Trustees of the Brewster Conservation Trust, in the public interest pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

**TOWN OF BREWSTER
CONSERVATION COMMISSION:**




Michael Tobin, Chr.




Kimberly Crocker Pearson

Gary Kaser



Bruce Evans



Casey Chatelain

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 14th day of November, 2023, before me, the undersigned notary public, personally appeared Casey Chatelain, Bruce Evans, Kimberly Crocker Pearson, and Michael Tobin, and proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 8 July 2027



ACCEPTANCE AND APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Brewster, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve and accept the foregoing Conservation Restriction from the Trustees of the Brewster Conservation Trust to the Town of Brewster, acting by and through its Conservation Commission and its Select Board, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and do hereby transfer care, custody, and control of the foregoing Conservation Restriction to the Conservation Commission of the Town of Brewster.

**TOWN OF BREWSTER
SELECT BOARD:**

Edward (Ned) Chatelain

Cynthia Bingham

David Whitney

Mary Chaffee

Kari Hoffmann

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

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

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Trustees of the Brewster Conservation Trust to the Town of Brewster, acting by and through its Conservation Commission and its Select Board, has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

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

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction consists of all of a total of 4.925 acres of vacant land located in the Town of Brewster, Barnstable County, Commonwealth of Massachusetts, as shown on a plan of land entitled "Plan of Land in Brewster (East), Mass. as claimed by Richard O. Staff, Scale 1 in = 50 ft. October 1967, Schofield Brothers Registered Civil Engineers & Land Surveyors, Orleans & Framingham, Mass.," and recorded in the Barnstable County Registry of Deeds in Plan Book 219 Page 79.

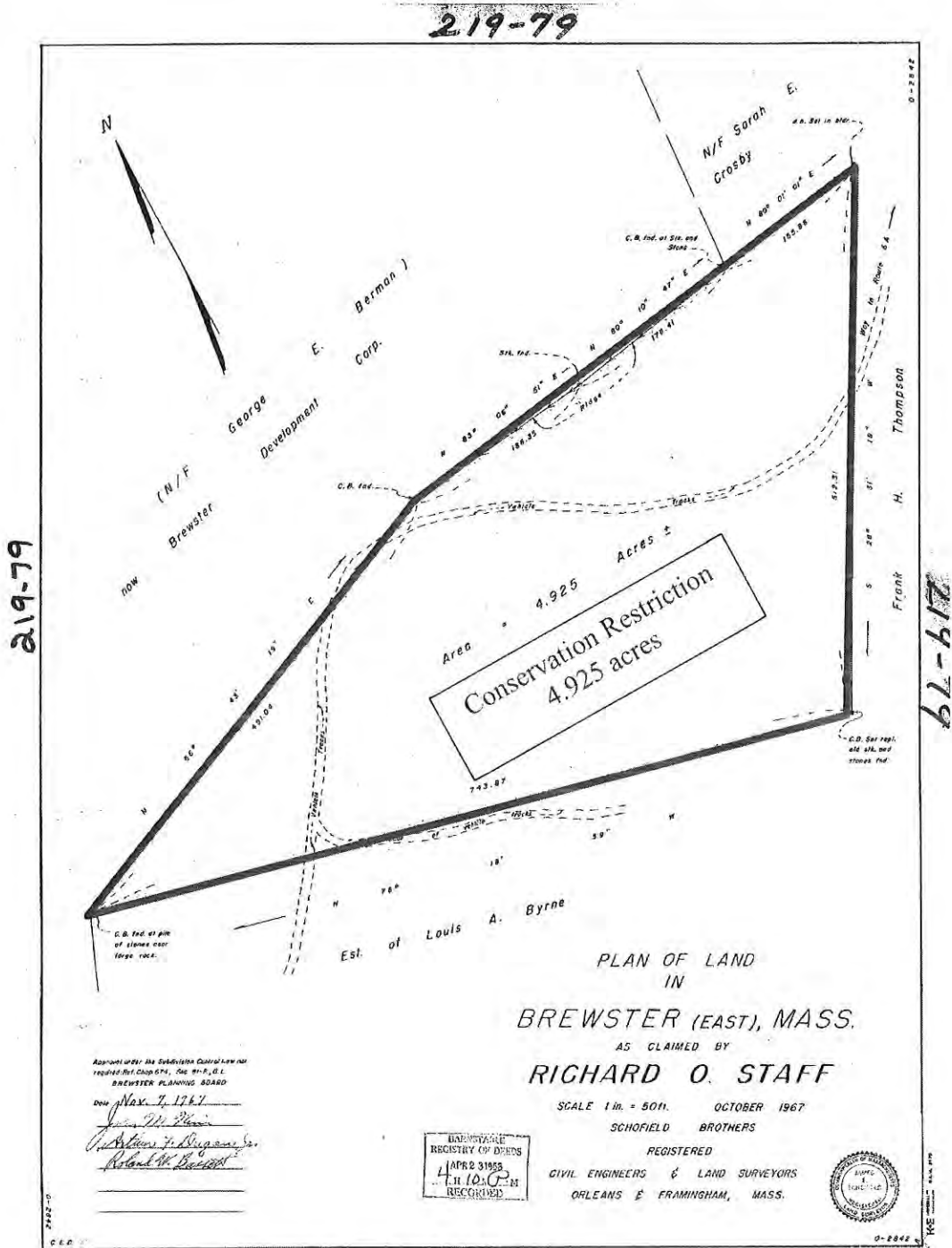
For Grantor's title, see deed from The Compact of Cape Cod Conservation Trusts, Inc. recorded with the Barnstable County Registry of Deeds in Deed Book 35528, Page 130.

Town of Brewster Assessors Map ID: Map 137-1-0.

Street Address: 0 Holly Avenue (Rear), Brewster MA 02631 (AKA 0 Angler's Cartway)

EXHIBIT B

Reduced Plan of Premises



Plan Book 219 Page 79

EXHIBIT C

Attested Copy of Special Town Meeting Vote:



Town of Brewster

2198 Main Street
BREWSTER, MASSACHUSETTS 02631

(508) 896-4506 – Fax (508) 896-8089
cwilliams@brewster-ma.gov

OFFICE OF:
COLETTE WILLIAMS MMC/CMMC
TOWN CLERK
JUSTICE OF THE PEACE

To Whom It May Concern:

This letter is to certify that at the Special Town Meeting, held Monday, November 14th, 2022, with a quorum being present, the following article was adopted:

10:03pm

CONSERVATION RESTRICTION ACQUISITION: 0 HOLLY AVE (REAR)

ARTICLE NO. 4: To see if the Town will vote to authorize the Select Board to acquire a perpetual conservation restriction under MGL Ch. 184, Secs. 31 through 33, on a parcel of land designated on Brewster Assessors' Map 137 as Parcel 1, located at 0 Holly Ave (Rear), in Brewster, Barnstable County, Massachusetts, consisting of 4.925 acres as shown on a plan of land entitled "Plan of Land in Brewster (East), Mass. as claimed by Richard O. Staff, Scale 1 in = 50 ft. October 1967, Schofield Brothers Registered Civil Engineers & Land Surveyors, Orleans & Framingham, Mass." and recorded in the Barnstable County Registry of Deeds as Plan Book 219, Page 79, a copy of which is on file with the Brewster Town Clerk; to acquire interests in said parcel by gift, purchase and/or eminent domain taking under MGL Ch. 79, or any other enabling authority; to acquire said conservation restriction for conservation and passive recreation purposes for the general public, consistent with the provisions of MGL Ch. 40 Sec. 8C and Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and in compliance with MGL Ch. 44B, Sec. 12(a), protecting the property for the purposes for which it is acquired; to transfer from available funds, including, without limitation, the Community Preservation Fund, the sum of **Two Hundred Sixty-four Thousand and 00/100 Dollars (\$264,000.00)** to pay costs of this acquisition, and all other costs incidental and related thereto; further, to authorize the Select Board and/or the Conservation Commission to apply for, accept and expend any funds that may be provided by the Commonwealth or other public or private sources to defray all or a portion of the costs of said acquisition, including, but not limited to, grants and/or reimbursement from the Commonwealth under the Self-Help Act, MGL Ch. 132A Sec. 11 (now, so-called LAND grants), and the Federal Land and Water Fund grants, which grants and/or funds so received shall be used to repay all or a portion of the sum transferred from the Community Preservation Fund hereunder; to authorize the Conservation Commission to assume the monitoring and enforcement authority of the conservation restriction on the property; and to authorize the Select Board and Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to effect this purchase and obtain reimbursement funding;

Or to take any other action relative thereto.

(Community Preservation Committee)

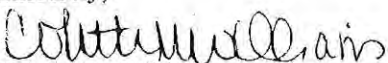
(Majority Vote Required)

Motion made by Select Board Member Mary Chaffee: I move to approve Article Number 4 as printed in the warrant and as funding therefor transfer the sum of

**Two Hundred Sixty-four Thousand and 00/100 dollars (\$264,000) from
Community Preservation Act Open Space Reserve funds.**

ACTION: Adopted. Voter Cards.

Sincerely,



Colette M. Williams
MMC/CMMC
Town Clerk
Brewster, MA

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

GRANTEE: Orenda Wildlife Land Trust, Inc.

ADDRESS OF PREMISES: 0 Satucket Road, Brewster, MA 02631

FOR GRANTOR'S TITLE SEE: Barnstable Registry District of the Land Court, Document # 1482660 noted on Certificate of Title #233187.

FOR PLAN OF RECORD SEE: Barnstable Registry District of the Land Court, Land Court Plan 38997-A

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC., a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster, Massachusetts 02631 and a mailing address at P.O. Box 443, Barnstable, Massachusetts 02630, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to **ORENDA WILDLIFE LAND TRUST, INC.**, a Massachusetts charitable corporation with an office address at 4011 Main Street, Cummaquid MA 02637 and a mailing address of P.O. Box 669, West Barnstable, MA 02668, its permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Brewster, County of Barnstable, Commonwealth of Massachusetts, containing the entirety of an approximately 11.2-acre parcel ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation

Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Conservation Land Tax Credit: “CLTC” Program. The fee interest in the Premises was acquired utilizing, in part, the Conservation Land Tax Credit Program (CLTC #0506) pursuant to Section 6(p) of Chapter 62 and Section 38AA of Chapter 63 of the Massachusetts General Laws.

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

- **Open Space Protection.** The Premises contributes to the protection of the scenic and natural character of the Mill Pond area in Brewster and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the 13+-acre Upper Mill Pond Woodlands owned by the Brewster Conservation Trust.
- **Wildlife Habitat.** The Premises falls 100% within areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species” and “Estimated Habitat of Rare Wildlife”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- **Biodiversity.** The Premises falls 100% within areas designated as Rare Species Core Habitat and Aquatic Core Habitat and well as Critical Natural Landscape, Landscape Blocks and Aquatic Core Buffer, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, published in 2010 and updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- **Climate Change Resiliency.** The Premises is identified as an area of Average Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping tool, including slightly above average Landscape Diversity and average Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- **Water Quality.** Protection of the Premises will assist in maintaining the water quality of the Upper Mill Pond, a Great Pond, on which the Premises has 300 feet of shoreline.
- **Water Supply.** The Premises is located entirely within Zone II Wellhead Protection Areas as identified by the MA Department of Environmental Protection, the protection of which

is critical to maintaining the public drinking water supply. The Premises falls within a Cape Cod Commission-designated Water Protection District of Critical Planning Concern (DCPC), and the Brewster Water Protection DCPC, established in 2008, to protect the Zone II to Dennis Water District wellfields.

- Public Access. The Premises will be available to the public for passive outdoor recreation, education, and nature study.
- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* (“RPP”), amended in 1996, 2002, 2009, 2012, 2018, and 2021 which provided, *inter alia* (references are to the 2018 RPP amended March 2021):
 - “To maintain a sustainable supply of high quality untreated drinking water and protect, preserve, or restore the ecological integrity of Cape Cod’s fresh and marine surface water resources” (Water Resources Goal, p. 61);
 - “Protect and preserve groundwater quality.”
 - “Protect, preserve and restore fresh water resources.”
 - “To protect, preserve, or restore wildlife and plant habitat to maintain the region’s natural diversity” (Wildlife and Plant Habitat Goal, p. 61);
 - “Maintain existing plant and wildlife populations and species diversity.”
 - “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, p. 61);
 - “Protect and preserve natural, cultural, and recreational resources;”
 - “Maintain or increase the connectivity of open space;”
 - “Protect or provide open space appropriate to context.”
 - “As part of the regional aquifer system, ponds are directly linked to drinking water and coastal estuaries. Freshwater ponds are particularly sensitive to additions of phosphorous, which is associated with development and land uses close to a pond (such as wastewater, fertilizer, and stormwater sources)... Buffering pond shorelines from development is an effective strategy for protecting freshwater ponds and lakes by taking advantage of the soil’s ability to adsorb and store phosphorus, thereby storing and delaying this nutrient from entering the pond.” (Freshwater Ponds and Lakes, p. 29).
 - “To protect, preserve, or restore the quality and natural values and functions of inland and coastal wetlands and their buffers.”(Wetland Resources Goals, p.61), and
 - “Protect wetlands and their buffers from vegetation and grade changes”
 - “Protect wetlands from changes in hydrology.”
 - “Protect wetlands from stormwater discharges.”

Granting this Conservation Restriction will advance each of these goals. The Wildlife and Plant Habitat Goal will be advanced because the Premises falls entirely within an NHESP Priority Habitat of Rare Species as well as an Estimated Habitat of Rare Wildlife.

Additionally, the Premises falls entirely within an NHESP BioMap Critical Natural Landscape. This Conservation Restriction will ensure that these important habitats remain undisturbed in perpetuity. The Open Space Goal will be served in preventing development on the Premises. And finally, the Water Resources Goal will be served through conserving the Premises which is 100% within two Zone II Wellhead Areas of Contribution to a Public Water Supply and provides a buffer to a freshwater pond.

- Consistency with Clearly Delineated Town of Brewster Conservation Policy. Protection of the Premises will further the Town of Brewster’s documented goals regarding conservation of land. The Town of Brewster updated its *Open Space and Recreation Plan* in 2021, identifying policies and actions to guide conservation efforts; including:
 - “Protect the Town’s drinking water supply to meet the needs of residents and visitors today and in the future.” (Goal 1, p.124), further:
 - “Acquire open space for the purpose of protecting existing and future wellhead sites.”
 - “Provide open space and recreation opportunities that maintain Brewster’s rural character and small coastal community identity and support a sustainable local economy as a center for ecotourism” (Goal 1, p. 124), further:
 - “Acquire and preserve lands with significant scenic, historical, cultural and/or archeological value.”,
 - “Acquire and protect upland wooded, open field, coastal, and wetland parcels that preserve and enhance community character.”,
 - “Preserve and enhance habitat diversity and protect marine and fresh water resources to maintain their important ecological function and values to the community.” (Goal 3, p.124), further:
 - “Protect marine and freshwater resources from pollution and degradation”,
 - “Protect open space for the purpose of preserving Brewster’s unique and fragile ecological habitats and augment the Town’s network of wildlife corridors.”

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

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

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

Granting this Conservation Restriction, for the reasons outlined above, aligns with the goals of the Town of Brewster's *Conservation Restriction Program*.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: protect the land for outdoor recreation by the general public; reserve the land for education regarding the natural world for neighboring elementary school children and the general public; protect wildlife and wetland habitats; and expand the existing Upper Mill Pond Woodlands open space area owned by the Brewster Conservation Trust.

- Consistency with Clearly Delineated State Conservation Policy. Protection of the Premises is consistent with NHESP goals of protecting state-designated BioMap Critical Natural Landscape, NHESP Estimated Habitat of Rare Species, and NHESP Priority Habitats of Rare and Endangered Species, including habitat for the Eastern Box Turtle, a rare species protected under the Massachusetts Endangered Species Act and the Massachusetts Wetlands Protection Act. Protection of the Premises is consistent with the MassDEP regulations and guidance for the protection of Areas of Contribution to Public Water Supplies.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

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

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, or storage tank;

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;

3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

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

B. Permitted Acts and Uses

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

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards,

disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);

2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that no stockpiling or composting take place within 100 feet the top of bank of Upper Mill Pond;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to six (6) feet in width overall, with a treadway up to four (4) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Use of mobility assistance devices by persons with mobility impairments and the use of motorized vehicles as otherwise permitted herein; and,

9. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hiking, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities.

C. Site Restoration

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

D. Compliance with Permits, Regulations, Laws

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

E. Notice and Approval

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

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

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

B. Legal and Injunctive Relief

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

survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

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

D. Disclaimer of Liability

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

E. Acts Beyond the Grantor's Control

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

V. PUBLIC ACCESS

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

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

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

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

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

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

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

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

C. Running of the Benefit

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

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

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

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

B. Grantor's Liability

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

IX. ESTOPPEL CERTIFICATES

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

X. NON MERGER

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

XI. AMENDMENT

A. Limitations on Amendment

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

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

8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

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

XII. EFFECTIVE DATE

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

XIII. NOTICES

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

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

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

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

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections

31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

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

D. Entire Agreement

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

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) titled “*Baseline Report for Upper Mill Pond Woodlands Conservation Restriction*”, dated September 1, 2023 prepared by Grantor with the cooperation of the Grantee, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

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

B. Subordination

The Grantor shall record at the Barnstable Registry District of the Land Court simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

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

D. Prior Encumbrances

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

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

Signature pages:

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

Grantee Acceptance – Orenda Wildlife Land Trust, Inc.

Approval of the Town of Brewster Select Board

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

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS our hands and seals this 13th day of November, 2023,

Leonard W. Johnson

Leonard W. Johnson, duly authorized President,
The Compact of Cape Cod Conservation Trusts, Inc.

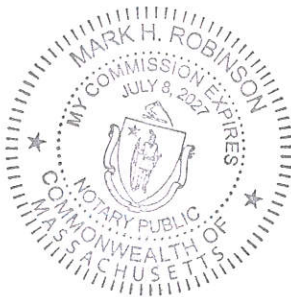
Henry Lind

Henry Lind, duly authorized Treasurer,
The Compact of Cape Cod Conservation Trusts, Inc.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 13th day of November, 2023, before me, the undersigned notary public, personally appeared Leonard W. Johnson, President, The Compact of Cape Cod Conservation Trusts, Inc., and Henry Lind, Treasurer, The Compact of Cape Cod Conservation Trusts, Inc., the corporation named in the foregoing instrument, and proved to me through satisfactory evidence of identification which was personal knowledge of identity to be the persons whose names ^{are} signed on the proceeding or attached document, and acknowledged to me that ~~he~~^{they} signed it voluntarily for its stated purpose.



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

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc., was accepted by Orenda Wildlife Land Trust, Inc., this 13th day of November, 2023.

By: *Daniel J Morast*
Daniel Morast *AKA Daniel J. Morast*

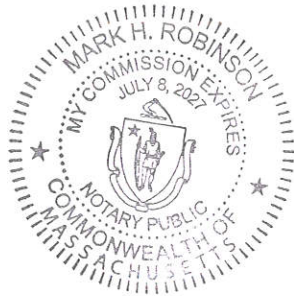
Its: President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 13th day of November, 2023, before me, the undersigned notary public, personally appeared Daniel Morast, President of Orenda Wildlife Land Trust, Inc., and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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



CERTIFICATE OF VOTE

I, Meghan Douglas Hill, duly elected Clerk of the Orenda Wildlife Land Trust, Inc., hereby certify that at a meeting of the Board of Directors duly called on the 13th day of November 2023, at which meeting, acting throughout upon motion duly made and seconded, a quorum being present, it was unanimously

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

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

A true copy.
Attest:



Meghan Douglas Hill, Clerk
Orenda Wildlife Land Trust, Inc.

Date: 11-13, 2023

APPROVAL OF TOWN OF BREWSTER SELECT BOARD

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

TOWN OF BREWSTER SELECT BOARD

Cynthia Bingham

David Whitney

Edward Chatelain

Mary Chaffee

Kari Hoffmann

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

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

Notary Public
My Commission Expires:

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

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

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

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

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of a parcel of land located in the Town of Brewster, Barnstable County, Commonwealth of Massachusetts, containing a total of 11.2 acres, shown as Lot 1 on Land Court Plan No. 38997-A, Sheet 2, a sketch plan based on said plan is attached hereto as Exhibit B.

For Grantor's title, see deed recorded at the Barnstable Registry District of the Land Court, Document #: 1482660, noted on Certificate of Title #: 233187.

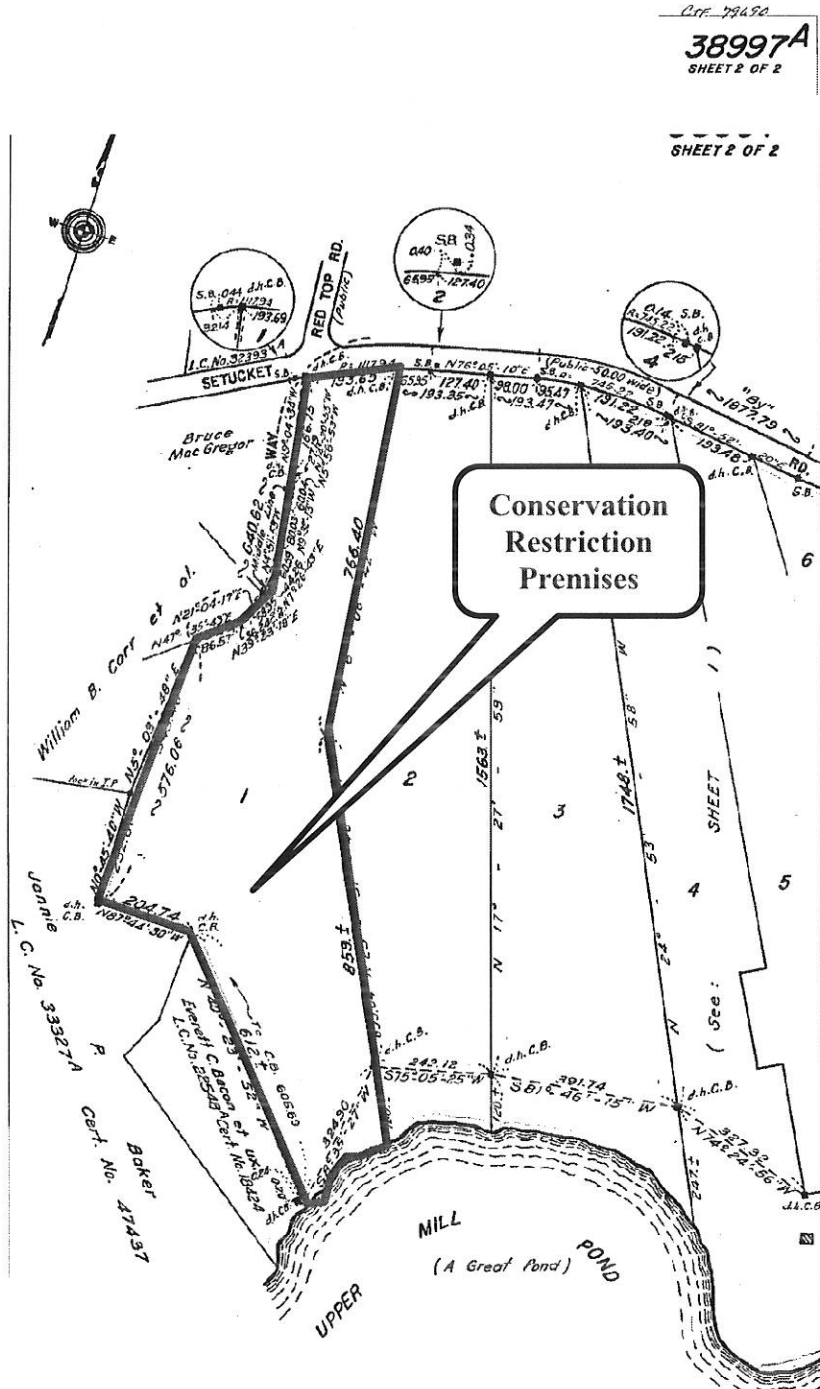
Town of Brewster Assessors: Map 13, Lot 101.

Street Address: 0 Satucket Road, Brewster, Massachusetts, 02631.

EXHIBIT B

Sketch Plan of Premises

For official full size plan see Barnstable Land Court Registry District, Land Court Plan No. 38997-A, sheet 2 of 2



GRANTOR: Jacob F. Brown II & Earl E. Watson, Trustees, Nominee Trust u/d/t January 26, 1988

GRANTEE: Brewster Conservation Trust & Harwich Conservation Trust

ADDRESS OF PREMISES: 90 Squantum Path, (AKA Squanto's Path) Brewster/Harwich, MA

FOR GRANTOR'S TITLE SEE: Barnstable Land Court Registry Certificate # 190487

FOR PLAN OF RECORD SEE: Land Court Plan # 18475C; Lot 3

CONSERVATION RESTRICTION

JACOB F. BROWN II & EARL E. WATSON, as TRUSTEES OF NOMINEE TRUST u/d/t January 26, 1988 and filed with the Barnstable County Land Registry District as Document No. 449917 on Certificate No. 113488, with a mailing address of 100 Newbury Court Suite 313, Concord, MA 01742 owner of the Premises as defined herein, constituting all of the owners of the Premises as defined herein, for our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws,

grant, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, and for nominal consideration, as a gift, **with QUITCLAIM COVENANTS**, to

THOMAS M. EVANS, COLIN A. LEONARD, DONNA J. PETERSON, PATTI A. SMITH, ANDREA SILBERT, MATTHEW CUSHING, BRUCE NIGHTINGALE, JONATHON IDMAN, ANN LAMBERTUS, BONNIE L. LOEDEL, HERB RAFFAELE and NANCY POOR, as TRUSTEES of the HARWICH CONSERVATION TRUST, established under Declaration of Trust dated September 24, 1988 and recorded in the Barnstable County Registry of Deeds in Book 6456, Page 222, and in the Barnstable County Land Registry District as Document No. 615,918 on Certificate of Title # 36732, as amended, with an office address at 947 Route 28, South Harwich, MA and a mailing address of P.O. Box 101, South Harwich, MA 02661, their successors and permitted assigns ("Primary Grantee"),

and,

JOSEPH BIERNAT, BETH FINCH, DEBRA JOHNSON, PETER JOHNSON, MARTIN KAMARCK, DONALD KEERAN, JOHN LAMB, STEPHEN McKENNA, HAL MINIS, BONNIE NEWMAN, ROGER V. O'DAY, PETER W. SOULE, CHARLES L. SUMNER, ROSEMARY VAN ANTWERP and SEAMUS WOODS, as Trustees of the BREWSTER

CONSERVATION TRUST, under a Declaration of Trust dated June 22, 1983 and recorded with the Barnstable County Registry of Deeds in Book 3791, Page 25, and with the Barnstable County Land Registry District as Document # 325521 on Certificate of Title # 94635, as amended, with an address of 36 Red Top Road, Brewster, MA, 02631, their permitted successors and assigns (“Secondary Grantee”),

the following Conservation Restriction on land located in the Towns of Brewster and Harwich, County of Barnstable, Commonwealth of Massachusetts, containing the entirety of an approximately 7.57-acre parcel (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached sketch plans in Exhibit B and Exhibit C, all of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

The conservation values include the following:

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of Brewster and Harwich and its protection will enhance the open-space value of the Premises as well as other protected open space parcels, including land-trust owned parcels immediately north and abuts the Town of Brewster’s Punkhorn Parklands to the west (900+ acres). (See Appendix I in Baseline Report.)
- Protection of Wildlife Habitat. The Premises contains Massachusetts Natural Heritage & Endangered Species Program (“NHESP”) Priority Habitat for Rare Species and Estimated Habitat for Rare Species. The Premise falls completely within BioMap2 Critical Natural Landscape. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. Therefore, the protection of the Premises aligns with NHESP’s wildlife and habitat protection objectives and would ensure perpetual protection for each of these state-recognized habitats. (See Appendix L in Baseline Report.)
- Anadromous Fish Habitat. In 1978 the Massachusetts Coastal Zone Management Program identified Hinckley’s Pond as a spawning pond, part of the anadromous fish run in Herring River, which has seen as many as 247,000 fish migrate upstream annually in the past decade, according to the Association to Preserve Cape Cod, one of the top three runs on Cape Cod. The Premises protects about 500 feet of wooded shoreline on the Pond.

- Water Quality Protection. The Premises falls within the Department of Environmental Protection’s Zone II Area of Contribution, the protection of which is critical to maintaining the public drinking water supply. In addition, the Premises contributes to the watershed and recharge areas to both the Herring River and Hinckley’s Pond, a Commonwealth Great Pond in Brewster and Harwich. (See Appendix K in Baseline Report.) In 2002, The Compact of Cape Cod Conservation Trusts, Inc. produced a Priority Ponds Project that identified the Premises as one of the Top 200 most important pondshore parcels to protect on Cape Cod.
- Forest Protection. In 2015, the Massachusetts Division of Fisheries and Wildlife completed an update to the State Wildlife Action Plan (SWAP) presenting 570 Species of Greatest Conservation Need in the Commonwealth and 24 types of habitat to support these species. One large-scale habitat described within the SWAP is Pitch Pine-Oak Upland Forest, which provides large woody habitats for reptiles, amphibians and invertebrates, and food sources for mammals and insects (Chapter 4, p. 52). About 90 Percent of the Premises is composed of mature pitch pine/oak woodland with no invasive species. (See Appendix M in Baseline Report.)
- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan (RPP)*, amended in 1996, 2002 2009, 2012, and 2018 which provided, *inter alia* (references are to the 2018 RPP):
 - “To protect, preserve, or restore wildlife and plant habitat to maintain the region’s natural diversity” (Wildlife and Plant Habitat Goal, p. 55).
 - In reference to this Wildlife and Plant Habitat Goal, the RPP states, “For many years habitat loss due to development has been the primary threat to the region’s habitats” (p. 32);
 - “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, p. 55).
 - In reference to this Open Space Goal, the RPP states, “[t]he open space of the Cape is critical to the health of the region’s natural systems, economy, and population. Open space provides habitat for the region’s diverse species and protection of the region’s drinking water supply” (p. 30); and,

Granting this Conservation Restriction will advance each of these goals. The Wildlife and Plant Habitat Goal will be advanced because the Premises lies primarily within an NHESP Priority Habitat of Rare Species. Additionally, the Premises lies entirely within an NHESP BioMap2 Critical Natural Landscape. This Conservation Restriction will ensure that these important habitats remain undisturbed in perpetuity. The Open Space Goal will be served in preventing development on the Premises.

Consistency with Clearly Delineated Town of Brewster Conservation Policy. Protection of the Premises will further the Town of Brewster’s documented goals regarding

conservation of land. In 2020, the Town of Brewster outlined its conservation goals in its updated *Open Space and Recreational Plan*, identifying policies and actions to guide conservation efforts. Protecting this Premises from development supports the Town's goals for maintaining open space, preserving the rural and scenic character of the area, and protecting habitat diversity and fresh surface waters.

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

- preserve important natural habitats and rare species;
- to prevent the cutting of trees or forests;
- to protect groundwater quality for drinking purposes;
- protect a shoreline; and,
- limit or prevent construction on land of natural resource value.

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

Consistency with Clearly Delineated Town of Harwich Conservation Policy. Protection of the Premises will further the Town of Harwich documented goals regarding conservation of land. In 2010, the Town of Harwich outlined its conservation goals in its updated *Open Space and Recreational Plan*, identifying policies and actions to guide conservation efforts. Protecting this Premises from development supports the Town's goals for maintaining open space, preserving the rural and scenic character of the area, and protecting habitat diversity and fresh surface waters:

- Goal II, Objective I: Identify parcels for acquisition...that would contribute to the town's open space goals and objectives. Encourage acquisition of parcels that abut existing conservation and open space land. Particular emphasis should be placed on: ...Rare species habitat and other critical habitat and natural communities, including the state's BioMap and Living Waters Map;
- Goal VI: Preserve and Enhance the Following Natural Resources: Groundwater and Surface Water; Coastal Water and Adjacent Shoreline Areas; Inland and Coastal Wetlands; and Wildlife and Plant Habitats;
 - Objective 1. Maintain the overall quality and quantity of Harwich's ground water to ensure a sustainable supply of high quality, minimally treated drinking water;
 - Objective 8. Preserve, protect and enhance the quality and quantity of inland and coastal wetlands in Harwich;
 - Objective 9. Continue to prevent the loss or degradation of critical wildlife and plant habitats, minimize the impact of new development on wildlife and plant habitats, and maintain existing populations and species diversity.

Additionally, the Town of Harwich has adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1991, which specified that purposes of a conservation restriction could include the following:

- to prevent disturbance of wetlands;
- to protect groundwater quality for drinking purposes;
- to prevent the cutting of trees or forests;
- to preserve important natural habitats and rare species;
- to limit or prevent construction on land of natural resource value; and,

The purposes of this Conservation Restriction align well with the Town of Harwich's *Conservation Restriction Program*.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-14(d)(1), because its conservation would contribute to the preservation of open space located adjacent to several other parcels already conserved, owned variously by the Town of Brewster, the Brewster Conservation Trust and the Harwich Conservation Trust.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, road, wind turbine, antenna, utility pole, tower, ground-mounted solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation, except as outlined in the Reserved Rights and Exceptions;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Hunting and trapping; animal husbandry or the keeping of horses;
- (7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
- (9) Except as required in the exercise of a right reserved under Paragraph III.C., use of the Premises towards building or development requirements on this or any other parcel. The development rights which are encumbered and extinguished by this Conservation Restriction shall not be transferred to any other property pursuant to a transferable development rights plan, cluster development plan, or otherwise;
- (10) The use of the Premises for business, residential, or industrial use, or commercial recreation;
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the

- present condition of the Premises, including vistas as documented in the Baseline Report, woods roads and trails; the harvesting of firewood for personal use, not to exceed one (1) cord per year;
- (2) Non-Native or Nuisance Species. The removal of non-native or nuisance species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
 - (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
 - (4) Wildlife Habitat Improvement. With the prior written approval of Grantees, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
 - (5) Signs. The right to install, maintain and replace small signs with respect to hunting, trespass, identity of Grantor and Grantees, sale of the Premises, the protected conservation values (but specifically not any listed rare species), and similar signs, so long as such signage is consistent with the purposes of this Conservation Restriction;
 - (6) Outdoor Passive Recreational Activities. Non-commercial, passive recreational uses of the Premises, which may include walking, camping, jogging, cross-country skiing, bird watching, hiking, wildlife observation, nature study, photography, sketching, painting, and other similar activities that do not conflict with the conservation values and that are permitted by law;
 - (7) Trails. The right to create, modify, maintain (not to exceed six (6') feet in width), use (limited to such uses as described in this Paragraph II.B) and abandon foot trails, and to place simple sitting benches along said foot trails and at the pond shore, provided that the Grantees approve any new foot trails prior to construction; the right to install, maintain, replace and use the existing path and stairs to the pond shore over the pond bank on the northeastern portion of the Premises and the trail on the southeastern portions of the Premises, all as described in the Baseline Report;
 - (8) Use of Maintenance Vehicles. The right to use maintenance vehicles onsite as reasonably necessary in exercising the reserved rights set forth in this paragraph II.B, provided that such vehicle use is limited to established trails to the extent possible;
 - (9) Unauthorized Vehicles & Dumping. With prior approval by Grantees, active measures to prevent unauthorized vehicle entry and dumping;

- (10) Road Improvement. The maintenance, use and improvement of East Gate Road and Squanto's Path (AKA Squanto's Path) and the driveway into the Premises for safe vehicular passage, proper drainage and fire control, so long as they are not surfaced with impervious materials, relocated or otherwise altered from their historic rural character;
- (11) Utilities. Installation of solar panels and associated lines and equipment on any allowed structure, but panels may not be mounted on or elevated above the ground. All utilities lines shall be buried and shall serve the single family dwelling and permissible outbuildings in the Building Envelope, exclusively;
- (12) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph II.B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
- (13) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph II.B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit should be issued.
- (14) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph II.B shall follow, when available and if applicable, established, up to date, and regionally applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Building Envelope.

The Grantor reserves the right to conduct or permit the following activities and uses only within an area of one (1) acre, more or less, which is described in Exhibit A and shown on the sketch plan in Exhibit C as "Building Envelope" in addition to the Permitted Acts and Uses described in Paragraph II.B, and otherwise subject to this Conservation Restriction:

- (1) Subject to the regulations of the Town of Harwich and any other applicable laws or regulations, and with prior notice to Grantee, Grantor may use, rebuild, reconstruct, repair, maintain, replace and expand the existing single-family dwelling and to construct, use, repair, maintain, replace and expand an additional single-family dwelling or accessory

dwelling unit, and install and maintain utilities relevant thereto, including wells and subsurface sewage disposal systems, so long as the dwellings and/or units, whether newly constructed, expanded, or replaced, meet the following dimensional limitations and other conditions in this Paragraph II.C:

- a. Said dwellings or unit, as expanded or relocated, shall be located no closer to the top of the bank of Hinckleys Pond than currently exists;
 - b. Said dwellings or units shall not exceed, at any point in time, a cumulative gross floor area, as defined hereinbelow, of Three Thousand (3,000) square feet.¹
- (2) "Gross floor area", for the purposes of this Conservation Restriction, shall be defined as the sum of the gross horizontal area located on one ground floor only of all buildings on the Premises as measured from the exterior face of exterior walls, without deduction for hallways, stairs, closets, thickness of walls, columns or other features, which are capable of being used for human occupancy, including living, sleeping, cooking, eating, or heated storage purposes. Finished portions of attic, garage, or other outbuilding space (but not basements) that meet these definitions shall be included in the calculation of total gross floor area.
 - (3) The Grantor agrees to and shall submit to the Grantees in its notice required by Paragraph III.C.(1) sufficient stamped engineered plans and other materials necessary for the Grantees to make an informed judgment as to compliance of the work with the dimensional limitations and other applicable limitations of this Conservation Restriction.
 - (4) Grantor agrees to remove any former dwelling and its debris from the Premises within six (6) months of the issuance of the occupancy permit for any new dwelling, so that the effect will be to maintain no more than two (2) dwellings and one accessory garage apartment in the Building Envelope;
 - (5) Subject to local permitting authority and other applicable laws and regulations, there is no limit on the number or size or use of other structures within the Building Envelope, provided, however, that such structures shall contain no habitable space, are not sited below the topographic contour that is Sixty (60) feet above mean sea level, and are not located within Fifty (50') feet of the top of the pond bank or within One Hundred (100') feet of Hinckleys Pond, whichever is more;
 - (6) Outdoor patios of impermeable material may be installed, maintained and replaced for up to a combined total of One Thousand Three Hundred (1300) square feet adjoining one or both of the permitted dwellings or units;
 - (7) The Building Envelope shall not be used for the purpose of calculating the amount of Grantor's land or any other person's land for subdivision, permissible lot or residential

¹ In 2022, the Town of Harwich assessors' card determined that there is One Thousand Six Hundred and Seventy-six (1,676 sq. ft.) square feet in the gross floor area of the existing dwelling.

units yield beyond the units described hereinabove, nor shall the Building Envelope be used as off-site open space or nitrogen mitigation credit for development projects.

- (8) No portion of any residential or non-habitable structure, including any patio, within the Building Envelope may be sited below the topographic contour that is Sixty (60') feet above mean sea level.
- (9) A second dwelling or accessory dwelling unit may only be constructed during the ownership tenure of Jacob F. Brown II and Barbara C. Brown, beneficiaries of the Nominee Trust u/d/t January 26, 1988 and their lineal descendants. If no second dwelling or accessory dwelling unit has been built by the time that ownership is conveyed to a person or entity who is not a lineal descendant of said persons, then the right to create a second dwelling or accessory dwelling unit is terminated and the total gross floor area of living space cited in Section C.1.b hereinabove shall be reduced from Three Thousand and 00/00 (3,000.00) square feet to Two Thousand and 00/100 (2,000.00) square feet.
- (10) The Grantors may conduct office work from the dwellings associated with remote work-from-home activities.
- (11) The use, storage, and parking of vehicles is permitted within the Building Envelope.
- (12) Grantor may use, maintain and repair any permitted structure within the Building Envelope without notice to or approval by Grantee, so long as there is no expansion or relocation of said structure.

D. Notice and Approval.

Whenever notice to or approval by Grantees is required, Grantor shall notify each Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantees' approval is required, Grantees shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantees' approval shall not be unreasonably withheld but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Where Grantees' approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantees' approval shall only be granted upon a showing that the proposed activity will minimize

impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantees may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

Grantees agree to use reasonable diligence to respond to Grantor's request within 60 days of delivery. Grantees' failure to respond within the sixty (60) calendar day period shall be deemed a denial of the request (hereinafter, a "Deemed Denial"). A Deemed Denial is not final or binding on Grantees, and Grantor may submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction. Grantees agree to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantees determine there is no ongoing diminution of the conservation values of the Conservation Restriction. Prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantees shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced, provided the Grantor ceases the violation immediately upon receipt of notice of the violation and makes a good faith effort to remedy the violation.

Grantees shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry on the Premises is not authorized or not voluntarily acquiesced in by Grantor; Grantor agrees that Grantor will not voluntarily acquiesce in any violation of this Conservation Restriction by trespassers or such other third persons; and Grantor further agrees that Grantor will make reasonable efforts to deter such activities and to remedy the violation and will cooperate with Grantees to enforce this Conservation Restriction against trespassers and such other third persons.

Grantor covenant and agree to reimburse to Grantees all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the

violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Section II.D.

B. Non-Waiver.

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

C. Disclaimer of Liability

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

D. Acts Beyond the Grantors' Control

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

IV. ACCESS

The Grantor hereby grants to the Grantees, or their duly authorized agents or representatives, the right to enter the Premises (i) after reasonable notification, at reasonable times and in a reasonable manner, for the purpose of inspecting the Premises to determine compliance with the provisions of this Conservation Restriction or to enforce it; and, (ii) after sixty (60) days prior written notice, except in an emergency in which case notice shall be given as soon as is practicable, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor have prior to the expiration of said sixty (60) days given written notice to the Grantees reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has ceased the activity and made reasonable efforts to begin remediation. The Grantor also grants to the Grantees, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

This Conservation Restriction shall have no effect on pre-existing rights of the public, if any, to pass or repass with vehicles on Squanto's Path (also known as Squantum Road), as said way passes through the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V.B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use their share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right is as of the Effective Date (See Paragraph X) and will be determined by an appraisal. Such proportionate value of the Grantees' property right shall remain constant. The Grantees shall share equally in any net proceeds they are entitled to. Grantor shall provide Grantees with a complete copy of any qualified appraisal performed for Grantor to determine the proportionate value as provided herein, as may be required under the Internal Revenue Code.

C. Grantor/Grantees' Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in accordance with Paragraph V.B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their shares of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

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

B. Execution of Instruments. The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantees its attorneys-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantees, except in the following instances:

As a condition of any assignment, the Grantees shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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

VIII. ESTOPPEL CERTIFICATES

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

Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by the Grantor.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

A. Limitations on Amendment

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

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

B. Amendment Approvals and Recording

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

XI. EFFECTIVE DATE

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

XII. NOTICES

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

To Grantor: Jacob F. Brown II & Earl E. Watson, Trustees
100 Newbury Court Suite 313,
Concord, MA 01742

To Co-Grantees: Harwich Conservation Trust
P.O. Box 101
S. Harwich MA 02661

and,

Brewster Conservation Trust
36 Red Top Road
Brewster MA 02631

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

XIII. GENERAL PROVISIONS

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

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

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

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

XIV. MISCELLANEOUS

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

B. Subordination. The Grantors shall record in the Barnstable Land Registry District simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Homestead Waiver. The Grantors hereby release, agree to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agree to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantors reserve and retain any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

D. The following signature pages are included in this Conservation Restriction:

Grantors – Jacob F. Brown II & Earl E. Watson, Trustees
Grantee Acceptance – Harwich Conservation Trust
Grantee Acceptance – Brewster Conservation Trust
Approval by Brewster Select Board
Approval by Harwich Board of Selectmen
Approval of the Secretary of Energy and Environmental Affairs.

E. The following exhibits are attached hereto and incorporated herein:

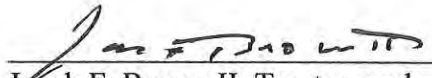
Exhibit A: Description of Premises
Exhibit B: Reduced Copy of Plan of Premises
Exhibit C: Sketch of Building Envelope

WITNESS our hands and seals this 6th day of November, 2023,

GRANTOR:

Nominee Trust u/d/t January 26, 1988

BY:




Jacob F. Brown II, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 6th day of November, 2023, before me, the undersigned notary public, personally appear, Jacob F. Brown, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.





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

WITNESS our hands and seals this 2 day of November, 2023,

GRANTOR:

Nominee Trust u/d/t January 26, 1988

BY:

Earl E. Watson
Earl E. Watson, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 2nd day of November, 2023, before me, the undersigned notary public, personally appear, Earl E. Watson, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.

David Lipinski
Notary Public David Lipinski
My Commission Expires: 09/16/2027



**TRUSTEES'
CERTIFICATE**

Nominee Trust u/d/t January 26, 1988 was formed in 1988 as described in Document No. 449917 and noted on Certificate of Title No. 113488, recorded in the Barnstable Land Registry District, and is currently in full force and effect and has not been revoked.

The current Co-Trustees are Jacob F. Brown II & Earl E. Watson, who have authority under Section 2 of said Trust document to convey real estate interests, such as Conservation Restrictions with the consent of the beneficiaries.

Insofar as it may be required by the instrument, the beneficiaries have consented to the transfer of a Conservation Restriction on 90 Squanto's Path (AKA Squanto's Path) in Brewster and Harwich MA to the Harwich Conservation Trust and Brewster Conservation Trust on or about the 6th day of November 2023

The beneficiaries are of full age and competent.

WITNESS my hand and seal this 6th day of November, 2023,

Nominee Trust u/d/t January 26, 1988
BY:

Jacob F. Brown II
Jacob F. Brown II, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 6th day of November, 2023, before me, the undersigned notary public, personally appear, Jacob F. Brown, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.

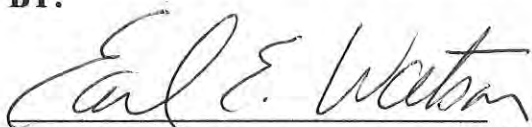


Mark H. Robinson
Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

WITNESS my hand and seal this 2 day of November, 2023,

Nominee Trust u/d/t January 26, 1988

BY:




Earl E. Watson, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 2nd day of November, 2023, before me, the undersigned notary public, personally appear, Earl E. Watson, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.



Notary Public David Lipinski
My Commission Expires: 09/16/2027

**ACCEPTANCE OF GRANT BY
TRUSTEES OF THE BREWSTER CONSERVATION TRUST**

Pursuant to a majority vote of the Board of Trustees to accept the above Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees, the Trustees accept said Restriction this 4th day of November, 2023.

THE BREWSTER CONSERVATION TRUST

By its Trustees,



MARTIN KAMARCK, President


BETH FINCH




DEBRA JOHNSON



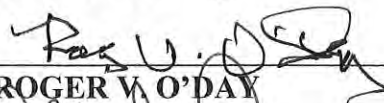
ROSEMARY VAN ANTWERP



JOHN LAMB



HAL MINIS



ROGER W. O'DAY



CHARLES L. SUMNER

JOSEPH BIERNAT



SEAMUS WOODS



PETER JOHNSON



DONALD KEERAN



STEPHEN McKENNA

BONNIE NEWMAN

PETER W. SOULE

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Date: 4 November, 2023

Then personally appeared the above-named Martin Kamarck, Seamus Woods, Peter Johnson, Donald Keeran, Stephen McKenna, Charles L. Sumner, Roger V. O'Day, Hal Minis, Rosemary Van Antwerp, John Lamb and Debra Johnson, Trustees of the Brewster Conservation Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Brewster Conservation Trust, before me.



Mark H. Robinson, Notary Public
My commission expires: 8 July 2027

**ACCEPTANCE OF GRANT BY
TRUSTEES OF THE HARWICH CONSERVATION TRUST**

Pursuant to a majority vote of the Board of Trustees to accept the above Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees, the Trustees accept said Restriction this

1st day of November, 2023.

THE HARWICH CONSERVATION TRUST

By its Trustees,

Thomas M. Evans
THOMAS M. EVANS, President

Donna J. Peterson
DONNA J. PETERSON

Patti A. Smith
PATTI A. SMITH

Matthew Cushing
MATTHEW CUSHING

Nancy Poor
NANCY POOR

Bonnie L. Loedel
BONNIE L. LOEDEL

Colin A. Leonard
COLIN A. LEONARD

Herb Raffaele
HERB RAFFAELE

Andrea Silbert
ANDREA SILBERT

Bruce Nightingale
BRUCE NIGHTINGALE

Ann Lambertus
ANN LAMBERTUS

Jonathon Idman
JONATHON IDMAN

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Date: 1 Nov., 2023

Then personally appeared the above-named Thomas M. Evans, Colin A. Leonard, Donna J. Peterson, Herb Raffaele, Patti A. Smith, Matthew Cushing, Bruce Nightingale, Nancy Poor and Jonathon Idman

, Trustees of the Harwich Conservation Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Harwich Conservation Trust, before me.



Mark H. Robinson
Mark H. Robinson, Notary Public
My commission expires: 8 July 2027

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Harwich, hereby certify that at a public meeting duly held on NOV. 13, 2023, the Selectmen voted to approve the foregoing Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees to the Harwich Conservation Trust and the Brewster Conservation Trust in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

**TOWN OF HARWICH
SELECT BOARD:**

Michael MacAskill

Jeffrey F. Handler

Donald F. Howell

Julie E. Kavanaugh

COMMONWEALTH OF MASSACHUSETTS

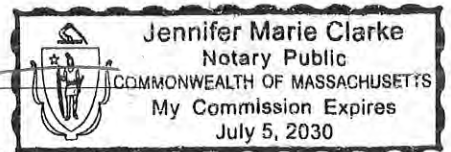
Barnstable, ss:

On this 13 day of NOVEMBER, 2023, before me, the undersigned notary public, personally appeared Julie Kavanaugh
Select Board Chair

_____, and proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:



APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Brewster, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees to the Harwich Conservation Trust and the Brewster Conservation Trust in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

**TOWN OF BREWSTER
SELECT BOARD:**

Edward "Ned" Chatelain, Chair

David Whitney

Cynthia Bingham

Mary Chaffee

Kari Hoffmann

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____

_____, , and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees to the Harwich Conservation Trust and the Brewster Conservation Trust has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

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

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of a parcel of registered land and buildings located in the Towns of Brewster and Harwich, Barnstable County, Commonwealth of Massachusetts, containing a total of 7.57 acres, and shown as Lot 3 on a plan filed with the Barnstable County Land Court Registry as Land Court Plan 18475-C, a sketch plan based on which is attached hereto as Exhibit B, known herein as the "Premises."

Within the Premises, there is an area of the land in Harwich called the "Building Envelope," reserved for residential uses as described in Paragraph II.C hereinabove and depicted on the sketch plan attached hereto as Exhibit C. The Building Envelope is included in and not excluded from the Premises.

The Building Envelope is more particularly bounded and described as follows:

Beginning at a concrete bound as shown on Land Court Plan 18475-C located on the southerly sideline of the Premises on the intersection with the town boundary line between Brewster and Harwich; thence running,

Northerly along said town line to a point of intersection with the 60-foot above mean sea level topographic contour; thence turning and running,

Easterly and Southerly along said 60-foot contour to a point of intersection with a line running parallel with and extrapolated from the pond-facing side of the existing dwelling owned by the Grantors, so-called Elephant Walk; thence turning and running,

Southwesterly along said line along the pond-facing side of the dwelling to a point on the southerly sideline of the Premises; thence turning and running,

Northwesterly along said southerly sideline to the point of beginning.

Said Building Envelope incorporates one (1) acre, more or less, of the 2.6 acres within the portion of the Premises lying within the town of Harwich.

For Grantor's title, see Land Court Certificate # 190487.

Town of Brewster Assessors Map 41, Parcel 12 (4.9 acres) 90 Squanto's Path, Brewster

Town of Harwich Assessors Map 100, Parcel G1-1 (2.6 acres) 90 Squantum Path, Harwich

EXHIBIT B

Sketch Plan of Premises

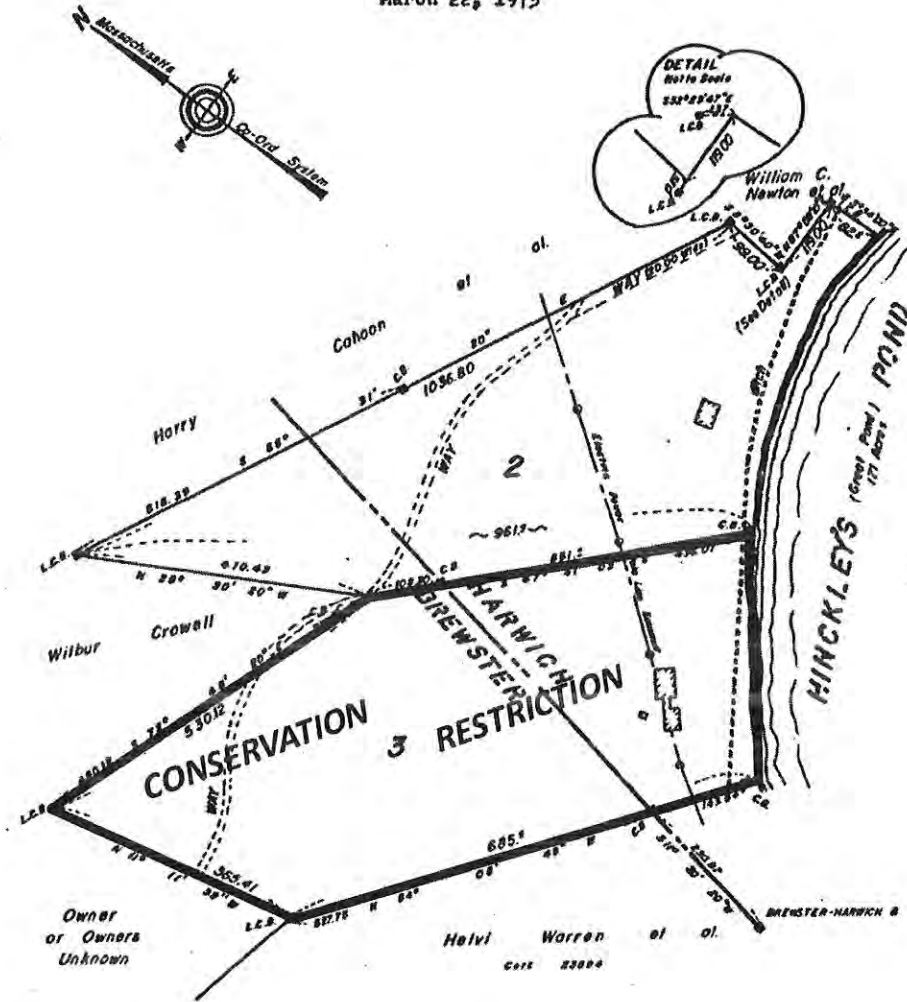
For official full size plan see LAND COURT PLAN 18475-C.

18475C

SUBDIVISION PLAN OF LAND IN HARWICH AND BREWSTER

Eldredge Surveying Co., Surveyors

March 22, 1975



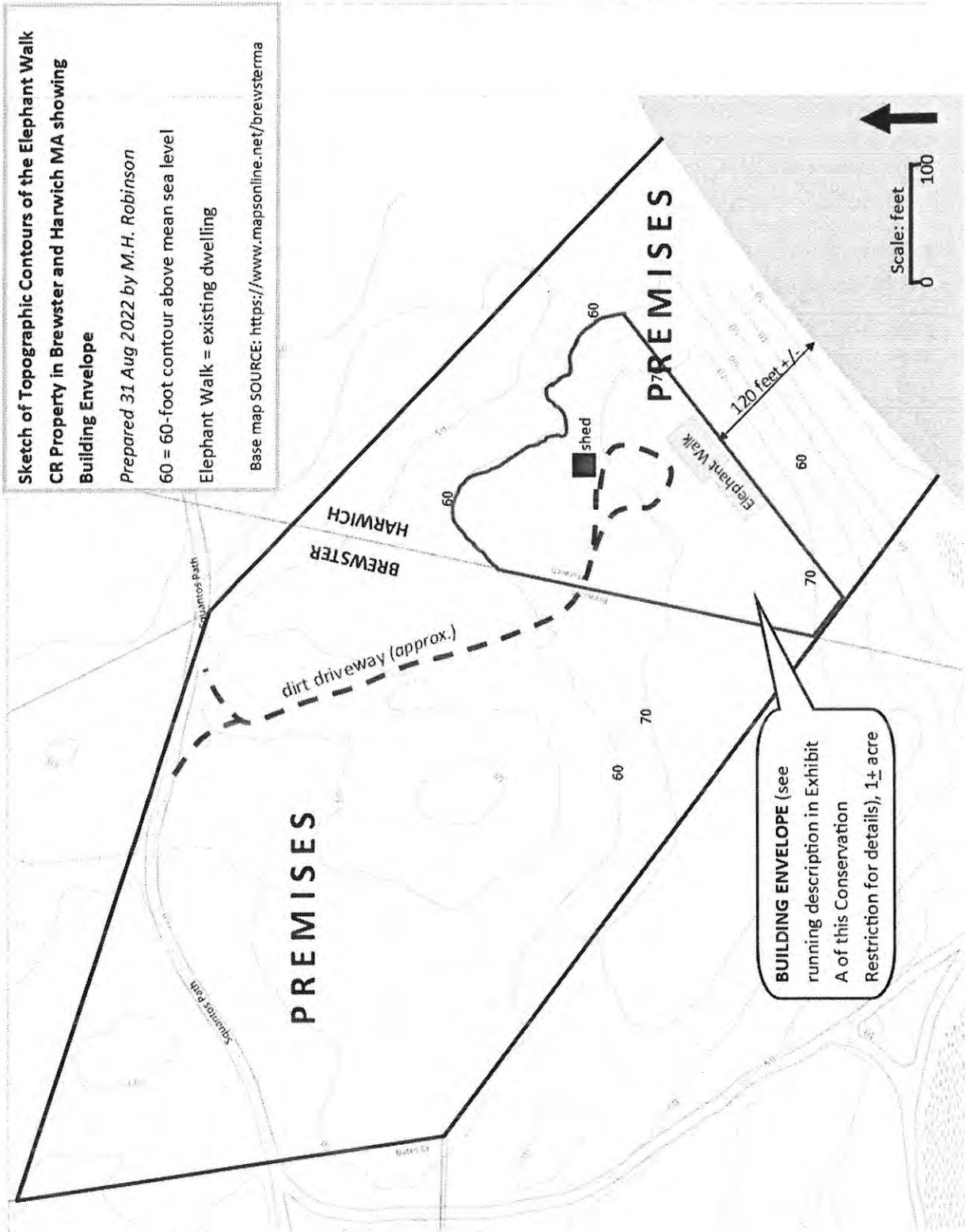
Subdivision of Lot 1
Shown on Plan 18475B
Filed with Cert. of Title No. 24147
Registry District of Barnstable County

Separate certificates of title may be issued for land
shown herein as Lots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
by the Court.

JULY 2, 1975. *Margaret M. Daly*
Recorder.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JULY 7, 1975
Scale of this plan 160 feet to an inch
R.L. Woodbury, Engineer for Court

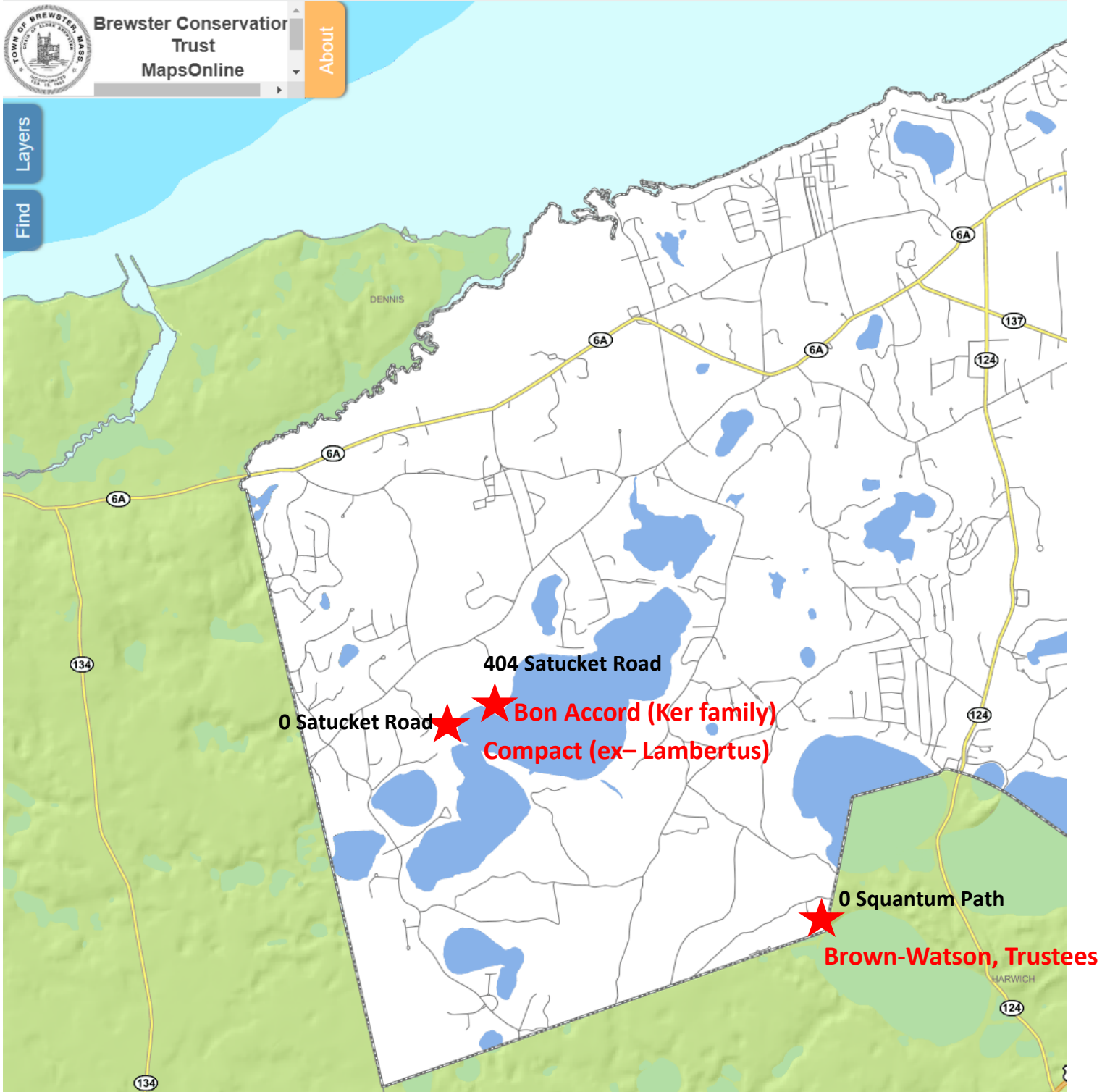
EXHIBIT C Sketch of Building Envelope in Harwich



CONSERVATION RESTRICTIONS, Brewster

Brewster Conservation Trust and The Compact of Cape Cod Conservation Trusts

October 2023



CONSERVATION RESTRICTIONS, Brewster

**Brewster Conservation Trust and
The Compact of Cape Cod Conservation Trusts**

October 2023

Tax Map 41-12 , 0 Squantum Road (Brown Family Trust)

CR on 5 acres in Brewster, to remain owned by Brown Family Trust with CR to Brewster Conservation Trust (and HCT)

Motion suggestion: "I move to support the request of the Brewster Conservation Trust and Harwich Conservation Trust to have the Select Board approve this conservation restriction. The CR provides significant public benefit in water quality protection to Hinckley Pond and Town wellfields in the Punkhorn and preserves pine-oak forest wildlife habitat. I also authorize our Administrator to communicate this endorsement to the Select Board."



CONSERVATION RESTRICTIONS, Brewster

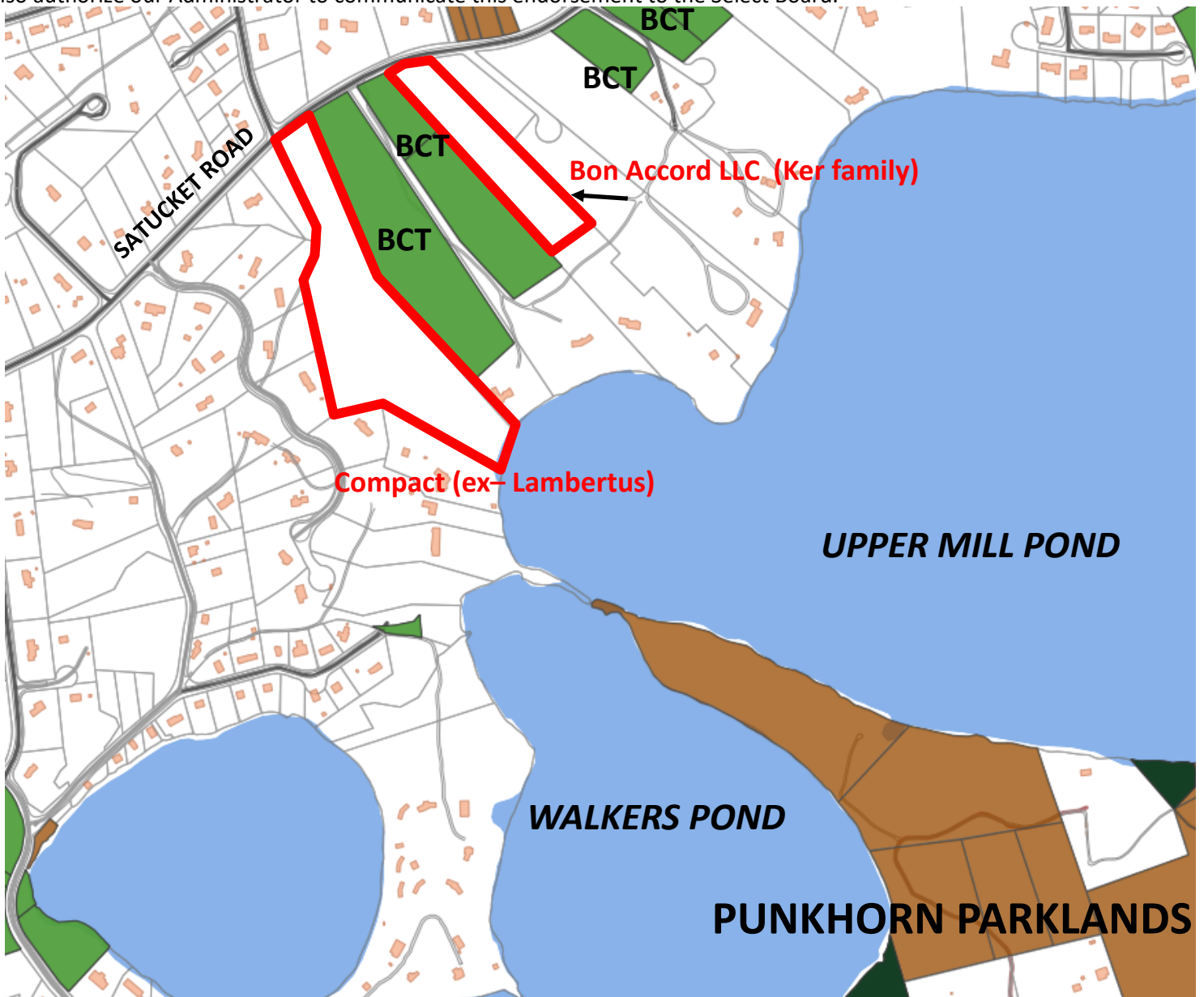
Brewster Conservation Trust and The Compact of Cape Cod Conservation Trusts

Tax Map 13-98 , 404 Satucket Road (ex-Ker, Bon Accord LLC)

CR on 4.5 acres , The Compact will buy the parcel and grant a CR to Orenda Wildlife Land Trust. Compact will later transfer title to Brewster Conservation Trust. Motion suggestion: "I move to support the request of the Compact of CC Conservation Trusts to have the Select Board approve this conservation restriction. The CR provides significant public benefit in water quality protection to Upper Mill Pond and Dennis wellfields and preserves pine-oak forest wildlife habitat. I also authorize our Administrator to communicate this endorsement to the Select Board."

Tax Map 13-101, 0 Satucket Road (ex-Lambertus)

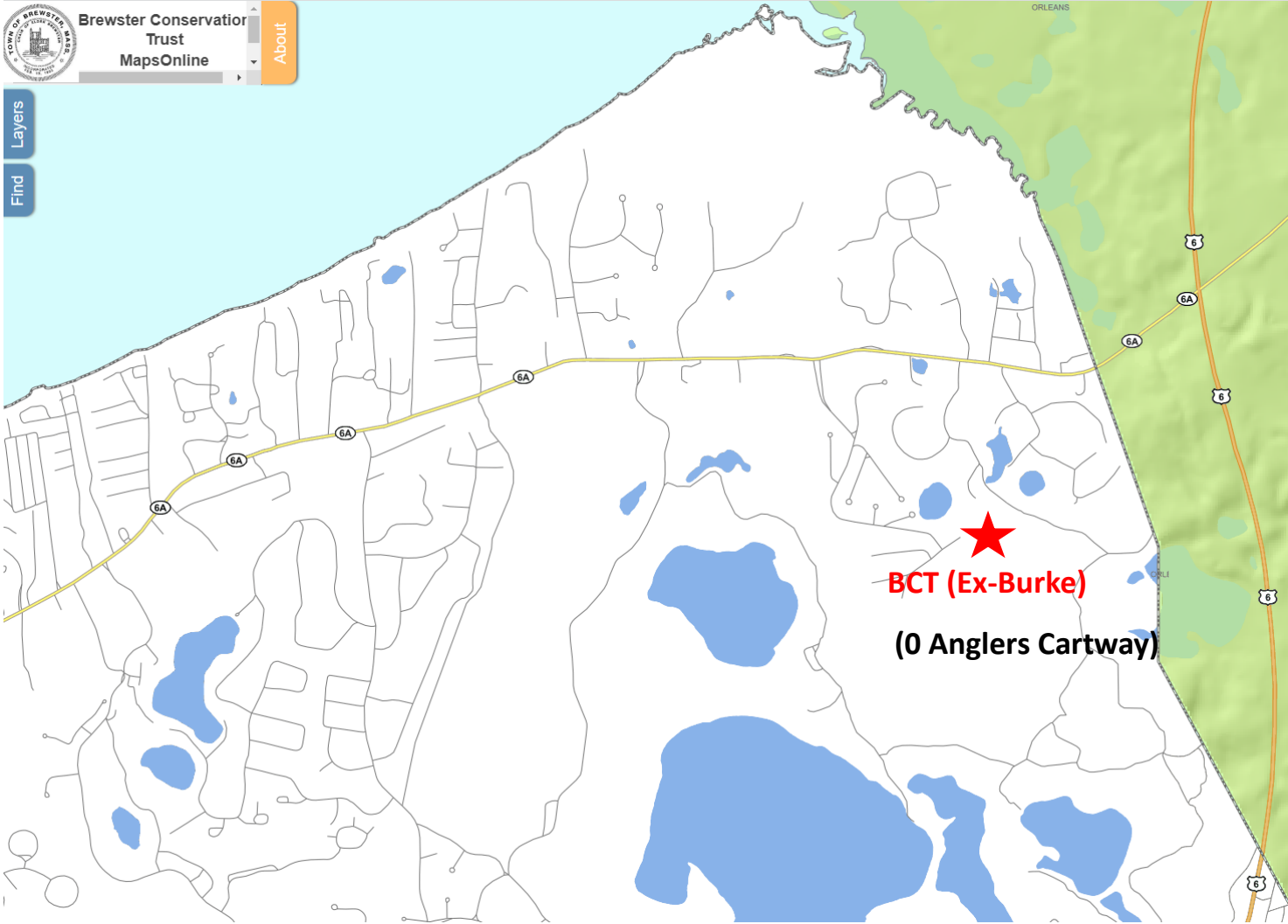
CR on 11.2 acres , The Compact owns the parcel and will grant a CR to Orenda Wildlife Land Trust. Compact will later transfer title to Brewster Conservation Trust. Motion suggestion: "I move to support the request of the Compact of CC Conservation Trusts to have the Select Board approve this conservation restriction. The CR provides significant public benefit in water quality protection to Upper Mill Pond and Dennis wellfields and preserves pine-oak forest wildlife habitat. I also authorize our Administrator to communicate this endorsement to the Select Board."



CONSERVATION RESTRICTIONS, Brewster

**Brewster Conservation Trust and
The Compact of Cape Cod Conservation
Trusts**

October 2023



CONSERVATION RESTRICTIONS, Brewster

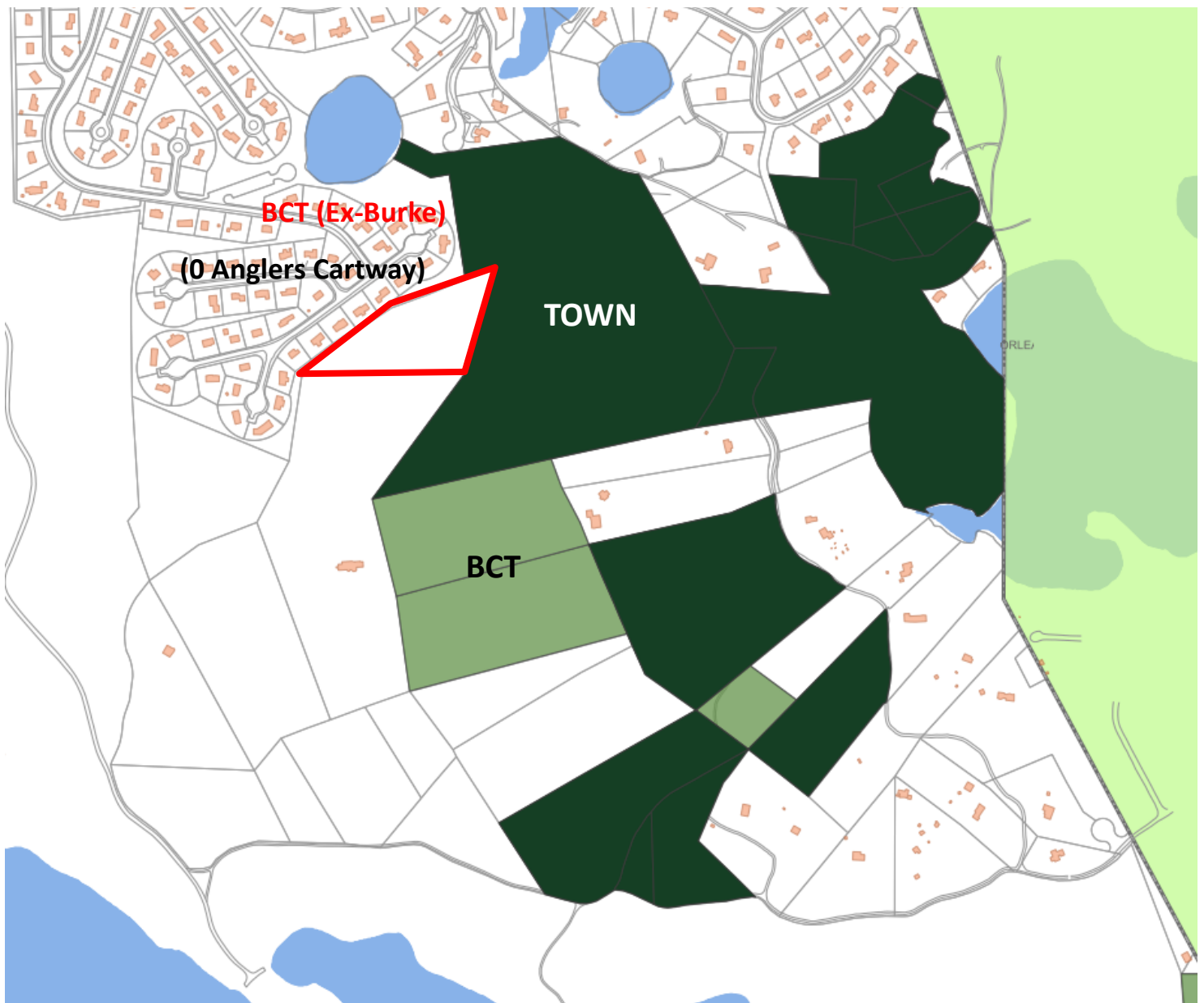
Brewster Conservation Trust and The Compact of Cape Cod Conservation Trusts

October 2023

Tax Map 137 Parcel 1 (ex-Burke)

CR on 4.92 acres. BCT owns the parcel and would grant a CR to Town of Brewster ConCom. Town Meeting has approved this CR and the \$250,000 CPA funds to buy the CR.

Motion suggestion: "I move to accept a Conservation Restriction on land owned by the Brewster Conservation Trust at 0 Anglers Cartway and to have the Select Board approve this conservation restriction. The CR provides significant public benefit by preserving pine-oak forest wildlife habitat and adding to the 2-mile public walking trail at Huckleberry Hill. I also authorize our Administrator to communicate this endorsement to the Select Board."



Archived: Tuesday, November 21, 2023 9:58:31 AM

From: [William Grafton](#)

Sent: Friday, November 17, 2023 2:38:24 PM

To: [Peter Lombardi](#)

Cc: [Chris Miller](#)

Subject: Brewster Conservation Commission/November 14, 2023 Update: Ratification votes (3) CRs for support by third parties and (1) CR recommendation to Select Board

Importance: Normal

Sensitivity: None

Attachments:

[2023 CR locus maps.pdf](#) 

Peter, just wanted update you that the Brewster Conservation Commission ratified support votes for (3) Conservation Restrictions to be held by third parties as well as a recommendation for the Select Board to approve acceptance of the Burke Property Conservation Restriction (aka 0 Anglers Cartway). See attached brief prepared by Mark Robinson of The Compact of Cape Cod for more details.

If you have any questions, please contact Chris or me. Have a nice weekend.

Respectfully,

Bill Grafton
Brewster Conservation Administrator
1657 Main Street
Brewster, MA 02631
Phone (508) 896-4546 ext. 4242

Brewster Town Offices are open to the public Monday through Thursday from 8:30 to 4:00pm, and by appointment on Fridays. For the latest updates on Town services, please visit



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: Recommended 2024 Crosby Property Fee Schedule
DATE: November 21, 2023

At several meetings this fall, the Crosby Property Committee reviewed the fee schedules for hosting events at the mansion and renting out the two cottages on Weathervane Way. Based on current market conditions and to ensure we fully recover the costs of providing these services, the committee unanimously recommends the following changes for the 2024 season:

- \$1400 increase for wedding events + new \$1000 refundable deposit (added 3 extra hours of set-up time to the base contract amount)
- \$200 increase for general functions (added 1 extra hour to the base contract amount)
- \$100 increase for community and town group events (added 1 extra hour to the base contract amount)
- \$200 increase for cottage shoulder season rates & \$300 increase for cottage summer season rates



Crosby Mansion

P.O. Box 1888
163 Crosby Lane
Brewster, MA 02631
508-896-1744
rarcher@brewster-ma.gov
www.CrosbyMansion.com
Richard Archer – Events Manager

Rental Fee Schedule 2024

***WEDDINGS:**

1. \$4,000 Base Rental
2. \$1,000 Refundable deposit for damages & time overage (will be returned after wedding)
 - a. Base rental rate includes: Three 1-hour pre-visits, 3 hour set up/vendor delivery the day before Wedding and 7-hour day of Wedding. 1 hour day after vendor pick up and personal pick up.
 - b. Suggested time day of Wedding - 3 hour set up. 4-hour Ceremony/Reception.
3. Each additional hour is \$200 beyond the above specified occupancy times.

Amenities include:

- Reception Hall: Attached to the Bay side of the Mansion. Large Capacity 48x32' (1,440 square feet). Seats 120 comfortably.
- Basic Sound system: Plug in your personal device. DJ's or Bands provide their own system.
- First floor: Access to entire floor for pre-dinner social, drinks, appetizers, personal displays.
- Second floor: Bride and Bridesmaid preparations anti-room, private bathroom access.
- Third floor Balcony: Wedding couple, and photographer **only**. Cape Cod Bay background.
- Basic Wi-Fi
- Kitchen Space: Large, spacious, for staging flowers, food etc. equipped with Refrigerator and sink, large counters. Caterers supply their own stove, warmers.
- Modern, large restrooms: Conveniently located to the Reception Hall.
- Grounds: Full access to front lawn for tent, porch cocktails, side yard for lawn games etc.
- Beach access: Crosby path to the famous Brewster flats and sunset views.
- Crosby Mansion Properties and Events Manager: Staffing and assistance in coordination of your vendors on the day of your Wedding. Consult on ideas you may have.

***GENERAL FUNCTIONS:**

1. \$750 Base rental - 5 hours.
2. Suggested time: 2 hour set up. 2-hour event. 1 hour breakdown and clean up.
3. Each additional hour is \$125 beyond the above specified occupancy times.
4. Type of events include Work parties, Business meetings, Family reunions, Adult Birthdays, Holidays events, Recitals, and more!

Amenities include:

- Reception Hall, large capacity. (48'x 32')
- First floor, and grounds.
- Kitchen Space: Refrigerator, sink, large counter space. Caterers bring warmers/ovens
- Tables: Four – 3x6 folding tables and 30 chairs. Other small tables available.
- Wi-Fi
- Sound System to plug in your personal device. DJ's and Bands provide their own system.
- Crosby Events Manager: Consult plus on-site staffing during your event.

***BREWSTER COMMUNITY TOWN GROUPS:**

1. \$550 Base rental - 6 hours
2. Suggested time: 2 hour set up. 2-hour event. 1 hours break down and clean up.
3. Each additional hour is \$100 beyond the above specified occupancy times.
4. FEE Waiver: Some Brewster groups may qualify for a waiver pending Select Board approval. Forms can be obtained at Town Hall or from the Crosby Events Manager. A MINIMUM FEE of \$100 is required to accommodate staffing, utilities, and trash removal.

Amenities are as listed above under “General Functions”.

***CHILDREN'S BIRTHDAY PARTIES**

1. \$250 base rental – 4 hours
2. Suggested time: 1.5 hour set up. 2-hour party. 30 minutes break down and clean up.
3. Each additional hour is \$100 beyond the above specified times.
4. Up to 30 partygoers plus parents.

Amenities include:

- Access to Party Reception Hall, kitchen, and outdoor grounds.
- No main mansion accesses.
- Please contact the Events Manager for full details.

***HISTORICAL TOURS: Private. Live docent lead by the Friends of Crosby Mansion:**

1. \$20 per person. 10 persons minimum OR \$200.
2. Tours generally last 1 hour
3. Option: 1 hour use of Reception Hall for your boxed lunch before or after your tour.
4. Crosby Events Manager and Friends of Crosby docent on site.
5. We accommodate Bus tours up to 40 people. Please contact the Events Manager for full details.
6. NOTE: Open House Tours are open to the Public during summer. No reservations.

***PHOTO SHOTS INTERIOR AND EXTERIOR:**

1. **\$200 Base rental – 1-hour scout and set up time. 2-hour Photo shoot time.** Up to 24 people. This includes Wedding Couples, Wedding Party, Photographers, and Videographers.
2. **\$100 Base rental – 30-minute scout and set up time. 1-hour Photo shoot time.** Up to 6 people. Includes Wedding couple, attendants, and photographers.

***CROSBY BEACH COTTAGES:**

1. **Rental period: 7 days - Sat. 3 pm-Sat. 9 am**
2. **Located behind Crosby Mansion on Cape Cod Bay.**

Ranch Cottage:

- Shoulder season: \$2,300 wk. – Summer Season: \$3,600 wk.
- Set back from water with Beach path, 30 second walk.
- Three Bedroom: Sleeps 6 - Queen bed, Double bed, 2 Twin Beds.
- Full Bath Shower/Tub, and Outdoor Shower.
- 1,440' - square feet.

Bungalow Cottage:

- Shoulder season: \$2,600 wk. – Summer Season \$4,250 wk.
- On the water – Deck overlooking dunes.
- Three Bedroom: Sleeps 6 – King bed, Double bed, 2 Twin beds.
- Full Bath, Half Bath, and Sink/Toilet in Main bedroom.
- 1,930' – square feet.

Please visit www.CrosbyMansion.com for full amenities and photographs.

-----Make the Mansion yours-----



Town of Brewster

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

Office of:

Town Manager
Select Board

MEMORANDUM

TO: Brewster Select Board
FROM: Donna J. Kalinick, Assistant Town Manager & Peter Lombardi, Town Manager
RE: Strategic Goal CC-3, Potential Childcare Subsidy Program
DATE: November 22, 2023

Overview:

The Town of Brewster is the lead community for the Community Development Block Grant (CDBG) Regional Grant for the towns of Brewster, Wellfleet and Dennis. In addition to Housing Rehabilitation, the program also provides childcare subsidies for eligible families up to 80% of the Area Median Income (AMI). As of the November CDBG report, there were 18 Brewster children receiving this annual stipend which can be up to \$6,000 per child. There are 18 Dennis children in this program and 1 child from Wellfleet. The Town of Wellfleet started a town program for 3- and 4-year-olds in 2021 which offers up to \$7,000 per child annually. The Town of Dennis also recently initiated a town program that services children aged 0 to age 4 years old and 11 months which offers up to \$2,400 per child per year but it is limited to one child per family, 50 total participants, and has a 150% AMI eligibility requirement. It should be noted that families are not eligible to receive CDBG childcare subsidies unless and until all local funds have been expended by the family.

In addition to the CDBG towns noted above, the towns of Truro, Eastham, Chatham, and Orleans have created local pre-school subsidy programs in the last 5 years. We have had local families reach out to the Town and inquire why Brewster does not have a program in place. In response to these inquiries, the Select Board voted to add investigation of a potential Brewster program as a goal in their FY24-25 Strategic Plan.

The Town of Harwich was the most recent town to adopt a childcare voucher program at their May 2022 Town Meeting. Since Harwich is closest to Brewster in terms of the number of children that would potentially be serviced, the Town Manager and Assistant Town Manager met with Lucy Gilmore who is the Monomoy Family Resource Coordinator and was hired by the Town of Harwich to design their program. The program was funded through \$250,000 Free Cash appropriation as a pilot program and

services 3- and 4-year-olds at up to \$4,000 dollars per child, for a maximum of 59 children. These subsidies are awarded on a first-come first-served and the program overseen by the Harwich Council on Aging. From our meeting with Ms. Gilmore, we were able to glean some advice on best practices and lessons learned about implementing a new program and the state of childcare availability on the Cape, particularly on the Lower and Outer Cape. We also met with Cassie Boyd-Marsh of Bailey Boyd Associates, who is our current CDBG administrator and administers Truro's town program.

We have included the most recent enrollment data from Nauset Schools. From this data, we estimated that there would be approximately 110 to 120 eligible 3- and 4-year-olds. According to recent census data, births over the last few years have averaged about 50 a year. We are making the following recommendations regarding a potential pilot program in Brewster, which are followed by several decision points for consideration by the Board.

Recommended Pilot Program:

1. Program would be offered to families with 3- and 4-year-olds (effective as of a certain date). Due to the number of children in Brewster, it is not financially viable to accommodate all children under 5. Also, most other Cape town programs target families with 3- and 4-year olds. Preschool is especially important to 3- to 4-year-olds' developmental learning and transitioning to kindergarten.
2. Program would be funded at \$250,000 from available surplus overlay funds for the initial 3-year period. The Town currently has a balance of over \$1M in overlay. This is a stable funding source for the first 3 years that will not require using levy capacity or seeking an override. It will allow the Town to evaluate the program and assess its long-term viability. The Finance Team, including the Deputy Assessor, has discussed this financing plan and believes it is sustainable in the near-term. We would need to seek approval from the Board of Assessors.
3. Town would hire a firm to administrate the program. The Town does not have the internal capacity to run the program in-house. The CDBG program is run by an administrator and that has been effective and efficient. Due to the coordination between receiving town funds and potentially receiving CDBG funds, it is important to have professionals who are well versed in this arena to assist families. The Assistant Town Manager would be the direct contact for the program administrator since she already serves in that capacity for the CDBG program. The Town would promote the program and be available to answer questions from residents.
4. Program would be restricted to one child per family to be determined through a lottery.

5. Program would provide up to \$4,000 per child and would serve up to 55 children. The \$30,000 balance of the \$250,000 program budget would cover administrative costs.
6. Program application and related materials would be created in conjunction with the administrator and using other town's best practices.

Discussion and Decision Points:

1. Determine age of children to be served.
2. Determine total program funding and per child stipend amount. Do we limit subsidy to one per family? Do we want to reduce the subsidy amounts to increase the number of eligible families? Confirm funding source.
3. First come, first serve basis versus lottery. Do families automatically qualify for subsidy in Year 2 if they receive subsidy for 3-year old in Year 1?
4. Are there any income eligibility requirements or is the program open to all families in Brewster?

If approved, implementation for this program would begin for the 2024-2025 School Year (effective September 2024).

Towns of Brewster, Dennis & Wellfleet Childcare Subsidy Program

FULL APPLICATION

Thank you for your interest in applying for the Childcare Subsidy Program as part of an Executive Office of Housing and Livable Communities Grant. Eligibility for this program is income and residency based and as such, the following application will help us ensure that your family qualifies.

A few things to keep in mind as you complete the application:

- Applications are funded on a first come, first served basis. Incomplete applications will be delayed.
- Income qualification is based on household size, therefore this application must include everyone living in your home (including grandparents, live-in significant others, etc.)
- Pay special attention to the attachments list at the end of the application. If you are unable to provide something listed, don't hesitate to get in touch with us and we'll do our best to find an alternative solution.
- Once an application is approved, you and your childcare provider will be notified. A contract outlining the terms of the program will be sent to both parties. Billing for the approved child can begin as soon as the signed contract is returned to Bailey Boyd Associates, Inc.
- The maximum award may be up to \$6,000 per child, though the initial awards will typically range from \$2,000-\$3,000.
- Families are required to contribute to the cost of care as well. The amount is based on the Massachusetts Early Education and Care co-payment chart and will be listed in the contract.
- This subsidy may not be used in conjunction with any other childcare subsidies. If you are currently receiving or receive alternate funding you must alert us at once.
- This application is **confidential**. The information in this application will be used to determine your family's eligibility for subsidy funds that are subject to HUD regulations and income requirements. The application will be maintained at Bailey Boyd Associates, Inc. and will not be shared with town officials. Your name will be removed from the application previous to any audit by HUD or EOHL.

If you have any questions, please don't hesitate to get in touch.

Carol Bergen
Bailey Boyd Associates, Inc.
P.O. Box 1657
Provincetown, MA
02657
508-430-4499 x5
cbergen@baileyboyd.com
508-430-4498 (fax)

PART I: FAMILY INFORMATION.

▪ **Parent/Guardian(s) Name:** _____

Address: _____

Mailing Address: _____

Telephone: (Day) _____ (Evening) _____ Email: _____

▪ **Eligible Children: (Enter additional children onback)**

Name: _____

Age: _____ Childcare Program: _____

Monthly Tuition Fees at Program: _____

Name: _____

Age: _____ Childcare Program: _____

Monthly Tuition Fees at Program: _____

Name: _____

Age: _____ Childcare Program: _____

Monthly Tuition Fees at Program: _____

Name: _____

Age: _____ Childcare Program: _____

Monthly Tuition Fees at Program: _____

Name: _____

Age: _____ Childcare Program: _____

Monthly Tuition Fees at Program: _____

Name: _____

Age: _____ Childcare Program: _____

Monthly Tuition Fees at Program: _____

Number of people in household: _____

- Are any of the children listed above eligible for a Massachusetts Department of Early Education and Care voucher? Yes No
- Are any of the children listed above currently receiving any other childcare subsidies or vouchers? Yes No

Household Composition: Please list below the head of your household and **all members who live or will be living in your home.** Give the relationship of each person to the head of household.

List Head of Household First Name	Relationship to Head	Date of Birth	Employed/ Student

- Does anyone live with you now who is not listed above? Yes No
- Does anyone plan to live with you in the future who is not listed above? Yes No
- If either is "yes", please explain _____

PART II: INCOME CATEGORY. *Please check as appropriate.*

1) **INCOME ELIGIBLE CATEGORY:** If your present gross household income falls within the HUD Income Limit Guidelines (see the following income eligibility chart), you may qualify as an INCOME ELIGIBLE family, and receive the subsidy. Additional income information must accompany this application. *Please check the box below and refer to the attached INCOME VERIFICATION REQUIREMENTS, and continue with the Employment Income Information.*

INCOME ELIGIBLE

**Income Eligibility Chart
(80% of Area Median Income)**

<u>Household Size</u>	<u>Income Limits</u>
1	\$64,450
2	73,650
3	82,850
4	92,050
5	99,450
6	106,800
7	114,150
8	121,550

PART III: EMPLOYMENT INCOME INFORMATION. *Complete whether an employee or self-employed.*

- Are you a full-time resident at the address you entered on page 1? Yes No
- Parent/Guardian Employed Unemployed, seeking employment Full-time student

Employed by: _____

Employer's Address: _____

Work Phone: _____ Years worked for current employer: _____

If employed on a seasonal basis, please supply dates: _____

- Parent/Guardian #2 Employed Unemployed, seeking employment Full-time student

Employed by: _____

Employer's Address: _____

Work Phone: _____ Years worked for current employer: _____

If employed on a seasonal basis, please supply dates: _____

NOTE: If there are other adults in the household currently employed or receiving benefits, please give details on the back of this sheet.

PART IV. ANNUAL INCOME TOTALS: *What is your household's gross yearly income, from all sources? (Include all employers, benefits, pensions, public assistance, unemployment compensation, rental income, child support, etc for **everyone over the age of 18** in the household.)*

ANNUAL INCOME

Source	Parent/Guardian	Parent/Guardian	Other Household Member 18 or older	Total
Salary				
Overtime pay				
Commissions				
Tips				
Bonuses				
Cash Public Assistance				
Interest and/or Dividends				
Unemployment Benefits				
Social Security, Pension Retirement Funds, etc.				
Workers Compensation, etc.				
Alimony, Child Support				
Net Rental Income				
Other (describe)				
TOTALS	\$	\$	\$	\$

PART V: ASSETS and LIABILITIES. Complete as requested.

Assets: (Checking, Savings, Money Market, IRAs, CDs, etc. for **everyone over the age of 18** in the household) Use back of page if needed.

Type	Cash Value	Annual Income from Assets	Name of Financial Institution	Account Number
Checking Account(s)				
Savings Accounts(s)				
CD's				
IRA's				
Stocks				
Life Insurance				
Other (describe)				
TOTALS	\$	\$	\$	\$

PART VI: CONFLICT OF INTEREST

Are you a municipal employee or locally appointed official? Yes No

Do you work as a consultant or agent to the community? Yes No

If so:

1. Position Title: _____
2. Department: _____
3. How did you hear about this program? _____
4. Note any potential conflict of interest & describe/attach resolution: _____

PART VII: VOLUNTARY INFORMATION REQUESTED *Make additional copies of this form or use back of page if needed*

The following information regarding race, national origin, sex designation, marital status, disability status, and veteran status solicited on this application is requested in order to assure the Federal Government, acting through the Department of Housing and Urban Development, that Federal Laws prohibiting discrimination against program or tenant applicants on the basis of race, color, national origin, religion, sex, familial status, age, and disability are complied with. While you are not required to furnish this information, you are encouraged to do so. Please provide this information for each member of your household.

Ethnic Category: Hispanic ___ Non-Hispanic ___ Sex: Male ___ Female ___
Race: White ___ Black/African American ___ Asian ___ Asian and White ___ American Indian/Alaskan Native ___ Native Hawaiian/Other Pacific Islander ___ American Indian/Alaskan Native and White ___ Black/ African American and White ___ American Indian/Native Alaskan and Black/ African American ___ Other (Multi-Racial) ___
Check if applicable: U.S. Veteran ___ Female Head of Household ___ Elderly (over 60) ___ Disabled ___.

Ethnic Category: Hispanic ___ Non-Hispanic ___ Sex: Male ___ Female ___
Race: White ___ Black/African American ___ Asian ___ Asian and White ___ American Indian/Alaskan Native ___ Native Hawaiian/Other Pacific Islander ___ American Indian/Alaskan Native and White ___ Black/ African American and White ___ American Indian/Native Alaskan and Black/ African American ___ Other (Multi-Racial) ___
Check if applicable: U.S. Veteran ___ Female Head of Household ___ Elderly (over 60) ___ Disabled ___.

Ethnic Category: Hispanic ___ Non-Hispanic ___ Sex: Male ___ Female ___
Race: White ___ Black/African American ___ Asian ___ Asian and White ___ American Indian/Alaskan Native ___ Native Hawaiian/Other Pacific Islander ___ American Indian/Alaskan Native and White ___ Black/ African American and White ___ American Indian/Native Alaskan and Black/ African American ___ Other (Multi-Racial) ___
Check if applicable: U.S. Veteran ___ Female Head of Household ___ Elderly (over 60) ___ Disabled ___.

Ethnic Category: Hispanic ___ Non-Hispanic ___ Sex: Male ___ Female ___
Race: White ___ Black/African American ___ Asian ___ Asian and White ___ American Indian/Alaskan Native ___ Native Hawaiian/Other Pacific Islander ___ American Indian/Alaskan Native and White ___ Black/ African American and White ___ American Indian/Native Alaskan and Black/ African American ___ Other (Multi-Racial) ___
Check if applicable: U.S. Veteran ___ Female Head of Household ___ Elderly (over 60) ___ Disabled ___.

PART VIII: TRUTH STATEMENT

I / We certify that all information given for the purpose of obtaining assistance under The Childcare Subsidy Program is true to the best of my/our knowledge. In addition, I give Bailey Boyd Associates permission to verify my income.

Parent/Guardian Date

Parent/Guardian Date
(If Applicable)

APPLICATION ATTACHMENT CHECKLIST

Please provide at least one item from each category below. Income and tax information must be compiled for every household member over 18 years of age.

Proof of Address:

____ Recent Bank Statement with applicant's name and residential address

OR

____ Recent Utility Bill with applicant's name and residential address

2021 Tax Return:

____ 2021 **Federal** Tax Return only (Form 1040) and Schedule C, if self employed

Income Verification:

____ 8 weeks most recent consecutive paystubs per person, per job (**Note:** W-2s Not Accepted)

____ 3 months most recent consecutive family bank statements if self employed

____ A letter from your employer, on company letterhead, stating annual gross wages

____ If receiving benefits, such as unemployment, social security, or disability: documentation confirming amount and over what time period funds are received.



TO: Donna Kalinick, Jill Scalise, Town of Brewster
FROM: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.
DATE: November 2, 2023
RE: FY21 Brewster CDBG Program Monthly Update

Administration:

The administration of the grant continues to go well, with funds moving steadily and EOHLC reports submitted on time with positive feedback.

Housing Rehabilitation:

The Housing Rehab program continues to make strong progress. Currently, there are 19 projects approved in the pipeline, after 1 project had to drop out. 12 homes are complete with another 3 complete except for the finishing high-risk de-leading work. 2 projects are under construction, and another 2 are just waiting for their ordered materials to arrive. Finally, the last project is about to be approved.

With the last project ready to move forward, the program begins to move towards closeout for FY21. The window for change orders for the projects under construction is about to end. That will provide program staff with an exact 'remaining funds' total available for the final project. Meanwhile, program staff are going through the closed project files to ensure they're complete, organized, and 'audit-ready' by the time the grant closes.

The projects this year are spread as follows: Brewster: 6, Dennis: 8, Wellfleet: 5.

Childcare Subsidy Program:

The Childcare Subsidy Program is also making great progress and is almost completely encumbered for the year. With only \$1,000 available to allocate to families, our focus now is on assisting families in utilizing their allocation prior to 12/31/23 when the grant ends. For families who won't use a portion of their available funds, we discuss recapturing the portion that won't be billed and reallocating it to assist a family in need. We've received 35 family applications, of which 25 have been approved. 37 children are utilizing funds. The breakdown of children by town of residence is:

Brewster: 18 Dennis: 18 Wellfleet: 1

Town of Wellfleet
Social and Human Services Committee
715 Old Kings Highway
Wellfleet, MA 02667
508-349-0313
suzanne.thomas@wellfleet-ma.gov

June 22, 2022

Dear Parent or Guardian:

The voters at Wellfleet's Town Meeting and the voters at the polls approved the Operating Budget Override so that the Town can continue to provide financial assistance to the parents and guardians of all Wellfleet children who have achieved the age of three years old or four years by August 31, 2022 to attend Pre-school. A child who lives in Wellfleet and who has been accepted by or already attends a licensed Pre-school program qualifies for tuition assistance for the school year from September 2022 through June of 2023. **\$100,000 for three year olds and \$100,000 for four year olds which will be divided by the number of children who qualify and apply to determine the maximum available per child. For example, if twenty children apply, each would be eligible for up to \$5,000 for the school year. The maximum assistance per year is \$7,000 but could be less depending on the number of qualified applicants.**

The application form and a list of required documents are included in this mailing. If you are interested in applying for this assistance, please fill out and mail the application and the required documentation which must be received no later than August 1, 2022 and send it to:

Town of Wellfleet Social and Human Services
715 Old Kings Highway
Wellfleet, MA 02667

All applicants will receive notification once the deadline has passed and I know the number of children and the maximum allowed for FY20. If you have questions about the program please contact the Director of Community Services, Suzanne Grout Thomas at suzanne.thomas@wellfleet-ma.gov or by telephone 774-353-7456.

Yours truly,

Suzanne Grout Thomas

"No one has yet fully realized the wealth of sympathy, kindness and generosity hidden in the soul of a child.
The effort of every true education should be to unlock that treasure."
Emma Goldman



**Town of Wellfleet Pre-School Voucher
Program 2022 Application**

Name of child: _____

Date of birth: _____

- My child will be three (3) years old on or before August 31, 2022 to qualify for the first year of preschool**
- My child will be four (4) years old on or before August 31, 2022 to qualify for the second year of preschool**

Name(s) of parent(s) or Guardian(s):

Wellfleet street address: _____

Number of years at this address: _____

Mailing address (if different): _____

Telephone: _____

Email: _____

Name of School: _____
Address: _____
Contact person: _____
Telephone: _____

(Signature of parent or guardian)

Date

In signing this application, I verify that all information provided is accurate and truthful. I am aware this is signed under penalty of perjury.



TOWN OF DENNIS

CHILDCARE SUBSIDY PROGRAM INTRODUCTION

August 15, 2023

Dear Dennis Parent or Guardian:

Funding was approved at the Dennis May 2, 2023 Annual Town Meeting to pay the costs of funding and administering a childcare subsidy program for birth through 5-year-old children of Dennis residents to attend a state-licensed childcare program. Financial assistance will be provided for children who are born by August 31, 2023, and are not five years or older as of August 31, 2023. A subsidy in the form of direct payment to provider for one child per household up to a maximum of \$2,400 will be provided for eligible families who meet the income threshold of 150% Average Median Income. Included are a Childcare Subsidy Program Overview, an Application Form and a Required Documents List. The application form includes questions to obtain information for verification of eligibility.

Please note that additional documents or information may be requested by the Childcare Subsidy Program Administrator as needed. An application form and required documents should be completed and submitted by **September 28, 2023** for the program period September 1, 2023 – August 31, 2024.

Applications and required documents must be completed fully and returned to:

Dennis Town Hall

Attention: Childcare Voucher Program

685 Route 134

South Dennis, MA 02660

Or may be scanned and emailed to DennisCSP@town.dennis.ma.us with the subject line "CSP."

All applicants will receive notification once the application deadline has closed.

If you have questions about the program, please contact us by email at:

DennisCSP@town.dennis.ma.us



TOWN OF DENNIS

CHILDCARE SUBSIDY PROGRAM OVERVIEW

Program Purpose: To provide childcare subsidies to Dennis residents whose children ages 0-5 attend State-licensed childcare programs, as defined by the *Program Eligibility Requirements*.

Background: The Childcare Subsidy Program was approved by Dennis voters at the May 2, 2023 Annual Town Meeting (Article 42). The subsidy program is designed to provide financial assistance in the form of direct payment to State licensed childcare providers for residents of Dennis.

Program Eligibility Requirements:

Applicant Eligibility: A subsidy in the form of direct payment of \$200 per month to State licensed childcare providers for up to 50 full time, year-round residents of Dennis (maximum of \$2,400 per household) will be provided for one eligible child who is not five years or older as of August 31, 2023 and meets a 150% Average Median Income parameter. Child must be enrolled a minimum of two days per week for eligibility.

A completed application with all required documentation must be submitted for eligibility.

Provider Eligibility: Eligible providers must hold a valid State-license from the Department of Early Education and Care or the similar and the license must allow them to care for children 0-5 years old. Documentation is required for eligibility.

Copies of the Following Documents are Required:

- Application – completed and signed
- Child's birth certificate (certified copy not required)
- Proof of legal guardianship, if applicable
- Driver's License (or MA ID Card) of parent (or guardian) with Dennis address
- Dennis Real Estate Tax Bill in the name of parent (or guardian) OR Lease for a Dennis property in the name of the parent (or guardian)
- Utility bill in parent (or guardian) name with Dennis property address

All applicants will be notified of receipt of documents and application status. Applicants will not be considered eligible for the subsidy until all required documents are completed, submitted, and approved. Additional documents may be required.

Application Deadlines:

Application Must Be Received By:
September 28, 2023

For Funding Period:
September 1, 2023- August 31, 2024

Application Process: Applications and complete instructions will be available September 1, 2023.

Funding Allocation: Total subsidy for each eligible child shall not exceed \$2,400 for the course of the year.



TOWN OF DENNIS

CHILDCARE SUBSIDY PROGRAM APPLICATION

APPLICATION FOR CHILDCARE VOUCHER PROGRAM

Please complete one application per household

Applications must be completed fully and returned to

Dennis Town Hall, Attn: Childcare Voucher Program, 685 Route 134 South Dennis, MA 02660

or to DennisCSP@town.dennis.ma.us with the subject line "CSP"

by Thursday, September 28, 2023 at 4 pm

Child's Name: _____ Child's Date of Birth: _____

Name(s) of Parent(s) or Legal Guardian(s): 1 _____

2 _____

3 _____

Street Address: _____

Mailing Address: _____

Phone Number: _____ Email: _____

PROVIDER INFORMATION

List all licensed childcare programs attended by this child

Name of Program Provider 1: _____

Address of Program: _____

Program Contact Person: _____ Program Hours: _____

Program Phone Number: _____ Program Email: _____

Name of Program Provider 2: _____

Address of Program: _____

Program Contact Person: _____ Program Hours: _____

Program Phone Number: _____ Program Email: _____

ELIGIBILITY INFORMATION

Answer the following questions to determine eligibility and funding allocations.

Parents/Guardians are eligible up to 150% Average Median Income

Total Annual Household Income: _____

Household Size (Number of Persons): _____ Number of Children in Childcare _____

Estimated Monthly Childcare Cost for This Child: _____

Other Childcare Subsidy Received for This Child? Yes No



TOWN OF DENNIS

CHILDCARE SUBSIDY PROGRAM APPLICATION

EMPLOYMENT INFORMATION

Provide current annual employment information for each parent/ guardian

PARENT/GUARDIAN #1		
<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed		
Employer: _____	Position: _____	
Annual Salary: _____	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
Employer: _____	Position: _____	
Annual Salary: _____	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
PARENT/GUARDIAN #2		
<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed		
Employer: _____	Position: _____	
Annual Salary: _____	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
Employer: _____	Position: _____	
Annual Salary: _____	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
PARENT/GUARDIAN #3		
<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed		
Employer: _____	Position: _____	
Annual Salary: _____	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
Employer: _____	Position: _____	
Annual Salary: _____	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time

AUTHORIZATION/SIGNATURE

I verify that all information provided is accurate, signed under penalty of perjury.

Signature of Parent or Legal Guardian

Date

Completed applications should be signed and returned to
Dennis Town Hall, Attn: Childcare Voucher Program, 685 Route 134 South Dennis, MA 02660
or to DennisCSP@town.dennis.ma.us with the subject line "CSP"
by Thursday, September 28, 2023 at 4 pm



TOWN OF DENNIS

CHILDCARE SUBSIDY PROGRAM REQUIRED DOCUMENTS

COPIES OF THE FOLLOWING DOCUMENTS ARE REQUIRED:

- Application – completed and signed
- Child's birth certificate
- Proof of legal guardianship, if applicable
- Driver's License (or MA ID Card) of parent (or guardian) with Dennis address
- Dennis Real Estate Tax Bill in the name of parent (or guardian) **OR** Lease for a Dennis property in the name of the parent (or guardian)
- Utility bill in parent (or guardian) name with Dennis property address
- Income Verification Documents
(for every member of household age 18 or older)
 - Tax Return from most recent year
 - W-2 or current pay stub
 - Alimony/Child Support
 - Other income/benefits

Town of Harwich Preschool Family Support Grant Program Program Information

The Town of Harwich Preschool Family Support Grant Program is available to all Harwich residents as follows:

- The Program provides tuition payments to a licensed preschool/child care provider of the parent's or guardian's choice in any Cape Cod town up to a maximum of \$4,000 for the school year (September 1, 2023 – June 30, 2024, not to include summer camp programs). Awards are available until all funds have been disbursed (for approximately 59 children).
- For the purposes of this program, an eligible applicant is a Harwich resident who is the parent or legal guardian of a child who will, on or before August 31, 2023, be three (3) or four (4) years old. Children who turn 3 years old after this date will need to wait until the following August to become eligible.
- Each eligible child will receive a grant of no more than \$4,000 per year, subject to certain limitations, which funds shall be paid directly to a licensed preschool or day care provider.
- Parents with a Massachusetts state childcare voucher are eligible for payment of their monthly co-payments with town funds, up to the maximum allowable \$4,000.
- Harwich children enrolled in the (free) Monomoy Integrated Preschool Program are eligible for tuition payment to licensed programs providing "wrap-around care", before or after Monomoy School District Integrated Preschool AM or PM programs and on Wednesdays when school is not in session.
- Providers must file a New Vendor Information Form and W-9 Form with the town to be eligible to receive monthly payments, paid by the Town of Harwich.
- Providers must submit monthly invoices to receive payment, with invoices sent at the end of the month being billed for (as the town accounting procedures do not allow for prepayment of any services, including tuition or childcare). Invoices should be submitted to the program's Project Manager, Julie Witas, at jwitas@harwich-ma.gov.
- Information collected for the application and program will be kept confidential to the extent permitted by law. All paper forms and documents will be scanned and saved electronically into a secure database, then returned by mail to the applicant. Files are accessible only to staff directly involved in the program's administration, and information is held in confidence.

Applications received on or before September 1, 2023 which include all required (correct) documentation will be eligible for September tuition payments. September tuition invoices must be submitted by the licensed child care provider on or after September 29, 2023.

Thereafter, applications will be accepted on a rolling basis. Applications received on or before the 15th of the month will be eligible for vendor billing/payment at the end of the following month, until the \$4,000 per child is spent.

Families are encouraged (but not required) to spread out their grant to receive 10 monthly payments of \$400 per month, September through June unless otherwise discussed.

(continued next page)

To apply for the program, please submit:

- Completed and signed application
- Copy of child's birth certificate OR child's valid passport
- Copy of parent's or guardian's photo identification

Please also include a copy of **one** of these documents (please do not send the original):

- Harwich Real Estate Tax bill in name of parent/guardian, **or**
- Lease for Harwich property in name of the parent/guardian, **or**
- Utility Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Excise Tax Bill for the current year in parent/guardian's name at a Harwich address, **or**
- Auto Insurance Policy for current year, in parent/guardian's name with a Harwich garaging address, **or**
- MassHealth Correspondence in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Bank Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Credit Card Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Cell Phone Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Pay Stub in parent/guardian's name with a Harwich address, dated within the last sixty (60) days

If applicable, also include:

- A copy of the child's MA State Childcare voucher with Family Identification Number and monthly parent/guardian co-payment amount.

Please call or email with any questions:

Lucy Gilmore, Family Resource Coordinator
Monomoy Early Childhood Family Resource Center
lgilmore@monomoy.edu • 508-430-7216 x3044

Julie Witas, Project Manager
Director, Harwich Council on Aging
jwitas@harwich-ma.gov • 508-430-7550

To submit applications:

Electronically scanned applications and supporting documents may be emailed to:
HarwichPreschoolFund@gmail.com

Paper copies of applications and supporting documents can be dropped off to:
Julie Witas, Harwich Council on Aging, Community Center, 100 Oak Street, Harwich

Applications and supporting documents can also be mailed to:
Lucy Gilmore
Monomoy Early Childhood Family Resource Center
Harwich Elementary School
263 South St.
Harwich, MA 02645



Town of Harwich

Harwich Community Center • 100 Oak Street • Harwich, MA 02645

Tel: 508-430-7550 • Fax: 508-430-7530

Preschool Family Support Grant Program

Application for FY 2024

The Harwich Preschool Family Support Grant Program, funded by the 2023 Annual Town Meeting, is intended to make preschool in the Town more affordable for all Town residents, regardless of income. Each eligible child will receive a grant of no more than \$4,000/year, subject to certain limitations, which funds shall be paid directly to a licensed preschool or day care provider.

For purposes of this program, an eligible applicant is a Harwich resident who is the parent or legal guardian of a child who will, on or before August 31, 2023, be 3 or 4 years old.

Where this form requests government assistance, it will be kept confidential to the extent permitted by law.

A. Parent or Guardian Information

1. Name of Parent(s) or Guardian(s):

2. Residential Address: _____

Town/City: _____ State: _____ Zip _____ Rental Home? Yes No

3. Mailing address (if different): _____

Town/City: _____ State: _____ Zip _____ Rental Home? Yes No

4. Phone: _____ Mobile? Yes No

5. E-mail: _____ Private? Yes No

B. Participant Information

1. Name of Child: _____ Date of Birth: _____

2. Name of Eligible Sibling _____ Date of Birth _____

C. Provider Information

1. Name of licensed preschool/child care provider where child is enrolled:

2. License #: _____

3. Licensed Provider Address:

Town/City: _____ State: _____ Zip: _____

4. Licensed Provider Contact Information:

Name: _____

Phone: _____

E-mail: _____

5. Use of Licensed Provider: _____ hours per day; _____ days per week.

D. MA State Voucher Information

1. Is your child's tuition paid with a MA State Voucher? Yes No

To check income eligibility for MA State Early Education and Care Childcare Voucher, visit the following link:

<https://www.mass.gov/guides/early-education-and-care-financial-assistance-for-families#-eligibility-requirements->

2. If yes:

a. MA Childcare Voucher Parent Monthly Parent/Guardian Co-Pay \$ _____

b. MA Childcare Voucher Parent Identification Number: _____

Yes, I would like to have a confidential conversation about how to access licensed child care, food, diapers, clothing, books and educational supplies, affordable housing, fuel assistance, free family playgroups, support groups and parent education.

E. Additional Required Documentation

See Page 4.

I, _____, hereby swear and confirm, under the penalties of perjury, that all the information provided above is true and accurate, and, further, that:

1. *The public funds grant funds requested are for uses consistent with the Preschool Family Support Grant program only, and that requesting such funds if I am not eligible, or using such funds in a manner inconsistent with the program, may expose me to enforcement action by the Town or other appropriate authority and could also impact eligibility for other state or local grants;*
2. *I am a full-time resident of the Town of Harwich;*
3. *I am the parent or legal guardian of the child(ren) named above;*
4. *I am using a licensed provider for preschool or childcare purposes;*
5. *I am required to and will notify the Town forthwith if the number of hours per day or days per week that I use the licensed provider changes or if the use terminates altogether;*
6. *I expressly and without limitation confirm my understanding that the Preschool Family Support Grant for which I am applying will not be paid to me directly, at any time, and will, instead, be paid directly to the licensed preschool or childcare provider.*

Signature of Parent or Guardian

Date

SEE NEXT PAGE

REQUIRED DOCUMENTATION FOR HARWICH FAMILY SUPPORT GRANT APPLICATION:

- Signed and completed application form, **and**
- Copy of Parent/Legal Guardian's Photo ID, **and**
- Copy of Child's Birth Certificate **OR** Child's Valid Passport, **and**

*Please also include a copy of **one** of these documents (please do not send the original document):*

- Harwich Real Estate Tax bill for the current year in the name of the parent/guardian, **or**
- Lease for Harwich property in the name of parent/guardian, **or**
- Utility Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Excise Tax Bill for the current year in parent/guardian's name at a Harwich address, **or**
- Auto Insurance Policy for the current year in parent/guardian's name, with a Harwich garaging address, **or**
- MassHealth Correspondence in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Bank Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Credit Card Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Cell Phone Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Pay Stub in parent/guardian's name with Harwich address, dated within the last sixty (60) days

If applicable:

- Copy of your child's MA State Childcare Voucher with Family Identification number and the parent/guardian monthly co-pay amount

DRAFT 10.5.2023 NPS October 1, 2023 Official Enrollment - 10.2.2023

Elementary Schools	PK	K	01	02	03	04	05	Total
Eastham Elementary	<u>11</u>	<u>19</u>	<u>29</u>	<u>37</u>	<u>24</u>	<u>25</u>	<u>32</u>	<u>177</u>
Eddy Elementary	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>62</u>	<u>71</u>	<u>74</u>	<u>207</u>
Orleans Elementary	<u>0</u>	<u>29</u>	<u>14</u>	<u>32</u>	<u>20</u>	<u>21</u>	<u>26</u>	<u>142</u>
Stony Brook Elementary	<u>38</u>	<u>59</u>	<u>63</u>	<u>71</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>231</u>
Wellfleet Elementary	<u>0</u>	<u>7</u>	<u>15</u>	<u>20</u>	<u>17</u>	<u>14</u>	<u>18</u>	<u>91</u>
Elementary Totals	<u>49</u>	<u>114</u>	<u>121</u>	<u>160</u>	<u>123</u>	<u>131</u>	<u>150</u>	<u>848</u>

Nauset Middle School	06	07	08	Total	NOTES
Brewster	53	64	68	185	
Eastham	28	33	31	92	
Orleans	30	30	33	93	
Wellfleet	18	22	15	55	
Truro	6	9	12	27	Truro students in Grade 6 are funded under School Choice. Truro students in Grades 7-12 are funded under a tuition-in agreement.
Provincetown	0	1	1	2	Provincetown students in Grade 6-8 are funded under School Choice. Provincetown students in 9-12 are funded under a tuition-in agreement.
School Choice	3	14	19	36	
Middle School Totals	138	173	179	490	

Nauset High School	09	10	11	12	SP	Total	NPS Summary	
Brewster	62	63	64	71	1	261	Preschool	49
Eastham	28	25	33	30	2	118	Elementary	799
Orleans	30	32	35	27	1	125	Nauset Region	1000
Wellfleet	19	9	30	12	2	72	School Choice	164
Truro	10	8	17	14	2	51	Truro (Tuition)	73
Provincetown	5	9	5	3	0	22	PTown(Tuition)	24
School Choice	28	25	34	35	0	122	10-1-23 Total	2109
High School Totals	182	171	218	192	8	771		



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: Proposed Elementary School Regionalization Feasibility Study
DATE: November 21, 2023

As we did last year, the Town Managers and Administrators from the four member communities of the Nauset district have been meeting on a regular basis with the Superintendent over the past several months to discuss topics of mutual interest. Through these conversations, a theme has emerged about the confluence of circumstances facing our towns and the district in the coming years including budget pressures, staffing challenges, declining enrollments, aging facilities, and major capital improvements.

In particular, Orleans completed a Code Compliance Study this summer that identified the cost to renovate their elementary school to bring it up to cost would be approximately \$44M. A new Orleans elementary school would cost \$55M according to their report. Their current enrollment is 145 students. The state won't allow construction of a new school for less than 240 students.

We know that the Stony Brook Elementary School requires at least \$15M in upgrades (new HVAC + roof replacement). Since the cost of this work will more than exceed the 30% threshold of the facility's current assessed value, we will need to bring the entire building into compliance with the building code. In May 2023, Brewster Town Meeting approved \$100k for our own Code Compliance Study. We look forward to working with school officials to hire a consultant to assist with this assessment and report. Recognizing that project will take some time to complete, it is fair to expect, at least for planning purposes, that cost estimates to bring the Stony Brook fully into compliance will likely be similar to that of Orleans.

At the same time, student enrollment across the district, including Brewster and Orleans, is generally trending down and school expenses are up (see last year's almost \$1M school override to fully fund the FY24 operating budget for the Nauset Region and Brewster Elementary). Further, while the Brewster school consolidation feasibility indicated that combining our two schools might be possible, the Brewster School Committee decided to table any such decisions until enrollment is closer to 50 students per grade based on the recommendations of school staff and administration.

The state's Efficiency & Regionalization grant program provides funding to help explore potential regionalization of services and other operational efficiencies in local government. Since its inception in 2016, numerous schools and towns have secured grant funding (~\$125k per project) through this program to examine some form of regionalization of schools. Grant applications for this program are due by February 9, 2024.

The Town Managers in all 4 Nauset district towns have expressed their interest in participating in this project to collect data and best position our communities to make informed decisions about the schools going forward. The study will look at elementary school facilities, school staffing, operating expenses, and student enrollment in all 5 elementary schools. We also believe it is important to collect information about the middle school since enrollment at the high school is also down in recent years and the middle school will probably need major capital investment in the next decade.

I attended the Brewster School Committee meeting on November 16 to discuss this potential grant submission. The Brewster School Committee was unanimously supportive of submitting an application. The Eastham School Committee has already indicated their support too. Conversations in Orleans and Wellfleet are ongoing and upcoming, respectively. The Select Boards in all four towns will be taking this up over the next month as well. Once we identify exactly who is interested in participating, we will then develop a scope of work that will be shared out to the key stakeholders before the grant application is submitted in January.

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Efficiency and Regionalization grant program FAQ

Answers to your frequently asked questions about the Efficiency and Regionalization grant program.

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Show More

What is the Efficiency and Regionalization Program?

The purpose of the Efficiency and Regionalization (E&R) competitive grant program is to provide financial support for governmental entities interested in implementing regionalization and other efficiency initiatives that allow for long-term local government sustainability. The grant program is administered by the Division of Local Services.

Who is eligible?

The E&R Grant Program is open to: municipalities, regional school districts, school districts considering forming a regional school district or regionalizing services, regional planning agencies and councils of governments. Regional planning agencies and councils of governments may also serve as the administrative or fiscal agent on behalf of municipalities.

What is the deadline to apply for an Efficiency and Regionalization Program grant?

The FY24 program will open on January 8, 2024 and close February 9, 2024 at Noon.

What can grant funds be used for?

Grant awards will provide one-time funds to assist in the planning and implementation of regionalization and other efficiency initiatives that support long-term municipal sustainability:

- Regionalization: shared services, joint or regional facilities, intergovernmental agreements, consolidations, mergers and other collaborative efforts.
- Internal Efficiencies: for a single entity to plan and implement innovative strategies that improve the quality and efficiency of municipal service delivery.

Planning and implementation activities are eligible.

Examples of eligible expenses include:

- Small capital purchases or improvements that are integral to the implementation of a functional program such as equipment or software;
- Technical assistance including consulting services, assistance in drafting contracts or other agreements; and
- Transition or project management costs, not to exceed one year.

If an applicant seeks to initiate a new program with an E&R Program grant, the applicant should be able to show how the new program will be self-sustaining within one year.

Funds cannot be used for grant writing.

How will applications be evaluated?

The Secretary of the Executive Office for Administration and Finance will make final decisions based on the criteria set forth below.

Criteria for selection will include but not be limited to:

- Innovation;
- Potential for impact;
- Cost savings and/or other tangible benefits such as service enhancements, service delivery efficiencies;
- Demonstrated feasibility of successful implementation;
- Speed of project timeline for completion; and
- Potential applicability to other local governments (including, in the context of regionalization proposals, opportunity for other local governments to join effort).

May an eligible entity apply for more than one grant award?

Municipalities are eligible to submit one individual application and may participate in one multi-jurisdictional application. Regional planning agencies and councils of governments can be the lead applicant for more than one multi-jurisdictional application. Non-regional school districts are eligible to apply if considering forming a regional school district or regionalizing services.

What is the maximum grant award?

Grant requests from a single government entity of up to \$100,000 will be considered. Grant requests from multi-jurisdictional applications of up to \$200,000 will be considered.

If an application is awarded a grant, what is the next step?

Once grant announcements have been made, the Division of Local Services will contact the grant recipient(s) to arrange for the execution of the grant contract.

By when must projects be completed?

Within 18 months of the award date.

For a project to be considered complete, grantees must submit a final report that certifies the project is complete, identifies the results achieved, and how the entity will benefit from the project in the long-term.

How do I access the application?

Once the application period opens and your organization is eligible for the Efficiency and Regionalization Program, you will need the link that was included in FY24 Community Compact Cabinet kickoff letter from Lt. Governor Driscoll emailed to your community's Chief Municipal Executive (Mayor or City Manager in a City, Selectboard Chair or Town Manager/Administrator in a Town) in August 2023.

Where can I find out more information?

If you have questions not answered above or your organization's Chief Executive needs assistance with a passcode, please contact DLS by sending an email to Sean Cronin at croninse@dor.state.ma.us (<mailto:croninse@dor.state.ma.us>).

Contact

Sean Cronin, Senior Deputy Commissioner

Online

Email: Sean Cronin croninse@dor.state.ma.us (<mailto:croninse@dor.state.ma.us>)

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Efficiency and Regionalization grant recipients

Find out more about the recipients of the Efficiency and Regionalization grants.

FY23 Grant Recipients (announced 12/6/2022)

Regionalization/Shared Services

- Regional Permitting (Berkshire Regional Planning Commission – Adams, Alford, Becket, Cheshire, Dalton, Egremont, Great Barrington, Hinsdale, Lanesborough, Lee, Lenox, Middlefield, Monterey, New Marlborough, Peru, Pittsfield, Richmond, Sandisfield, Sheffield, Stockbridge, Washington, West Stockbridge, Windsor) - \$200,000
- Regional Cybersecurity for Water Systems (Avon, Auburn, Brockton, Chelmsford, Hanover, Plainville, Rowley and Stoughton) - \$197,585
- Shared Water Operators (Blandford, Chester) - \$178,123
- Regional Rural Downtown District (Franklin Regional Council of Governments – Buckland, Greenfield, Montague, Shelburne) - \$171,000
- Regional Wastewater Management (Amherst, Hadley) – \$155,000
- Regional Emergency Preparation (Franklin Regional Council of Governments – Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Greenfield, Hawley, Heath, Leverett, Leyden, Monroe, Montague, New Salem, Northfield, Orange, Rowe, Shelburne, Shutesbury, Sunderland, Warwick, Wendell, Whately) - \$147,855
- Shared Fire Chief (Mendon, Blackstone) - \$126,090
- Regional Housing Coordinator (Central MA Regional Planning Commission - Grafton, Mendon, Millbury, Shrewsbury, Sturbridge, Sutton) - \$107,250
- Regional Electric Vehicle (EV) Charging Plan (Chelsea, Revere, Winthrop) - \$100,000
- Regional Senior Services (Deerfield, Sunderland, Whately) - \$75,000

- Regional Combined Sewer Overflow (CSO) Management (Merrimac Valley Planning Commission – Amesbury, Andover, Chelmsford, Dunstable, Merrimac, Dracut, Groveland, Haverhill, Lawrence, Lowell, Methuen, Newbury, Newburyport, North Andover, Salisbury, Tewksbury, Tyngsborough, West Newbury) - \$75,000
- Regional Transportation Management Dispatch (Acton, Littleton) - \$41,600

Schools

- Regional School Consolidation (Berkshire Hills Regional School District, Southern Berkshire Regional School District) - \$125,000
- Regional School Consolidation (Gill-Montague Regional School District, Pioneer Valley Regional School District) - \$125,000

Efficiencies

- Town/District Efficiencies (Dighton, Dighton Water District) - \$90,000
- E-Permitting (Leicester) - \$62,765
- Regional Fire Fleet Maintenance (Eastham, Brewster, Chatham, Orleans, Truro, Wellfleet) - \$25,000

FY22 Grant Recipients (announced 03/24/22)

Regionalization/Shared Services

- Regional Police (Buckland, Shelburne) - \$200,000
- Regional Police (Russell, Montgomery) - \$200,000
- Regional Fire Training (Norwood, Bellingham, Canton, Millis, Norfolk, Sharon, Stoughton, Walpole, Westwood, Wrentham) - \$200,000
- Regional Wastewater Management (Sandwich, Barnstable, Bourne, Falmouth, Mashpee) - \$200,000
- Regional Police (Leyden, Bernardston) - \$187,000
- Regional Animal Control (Uxbridge, Blackstone, Douglas, Hopedale, Mendon, Millville) - \$130,707
- Shared Human Resources (Adams, North Adams, Williamstown) - \$100,000
- Regional Economic Development (Pioneer Valley Planning Council – Blandford, Brimfield, Chester, Chesterfield, Cummington, Goshen, Granby, Granville, Hadley, Hampden, Hatfield, Holland, Huntington, Middlefield, Montgomery, Pelham, Plainfield, Russell, Southampton, Tolland, Wales, Westhampton, Williamsburg, Worthington) - \$95,000
- Regional Sustainability Coordinator (Westford, Carlisle) - \$94,902
- Shared Town Administrator (Berkshire Regional Planning Council, Savoy) – \$70,280
- Regional Police (Becket, Otis) - \$46,852
- Regional EMS (Northfield) - \$40,000
- Regional Police (Dalton, Hinsdale) - \$25,000

FY21 Grant Recipients (Announced 6/4/21)

Regionalization/Shared Services

- Shared DPW Equipment (Berlin, Clinton) - \$178,000
- Regional Net Zero Plan (Chelsea, Revere, Winthrop) - \$160,000
- Shared Police (Leverett, Wendell) - \$133,275
- Regional IT (Danvers, Essex, Hamilton, Manchester-By-The-Sea, Middleton, Topsfield, Wenham) - \$100,000
- Regional Climate Resiliency (SRPEDD – Acushnet, Attleboro, Berkley, Carver, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Lakeville, Mansfield, Marion, Mattapoisett, Middleborough, New Bedford, North Attleborough, Norton, Plainville, Raynham, Rehoboth, Rochester, Seekonk, Somerset, Swansea, Taunton, Wareham) - \$78,725
- Regional Human Resources (Great Barrington, Monterey, New Marlborough, Sheffield, West Stockbridge) - \$75,000
- Regional Planning Services (Mendon, Millville, Uxbridge) - \$75,000

Schools

- Explore forming a Regional School District (Boxford, Middleton, Topsfield) - \$100,000
- Regional Full-Day Pre-K (Manchester-Essex RSD) - \$98,200

FY19 Grant Recipients (Announced 5/30/19)

Regionalization/Shared Services

- Regional Animal Control (Monson, Palmer, Ware, Warren) - \$133,000
- Regional Medical Direction (Canton, Foxborough, Mansfield, Medfield, Millis, Norfolk, Norwood, Sharon, Walpole, Westwood, Wrentham) - \$85,896
- Regional Transportation for Senior Citizens (Essex, Gloucester, Manchester-by-the-Sea, Rockport) - \$84,557
- Regional Accounting Services (Franklin Regional Council of Governments – Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Greenfield, Hawley, Heath, Leverett, Leyden, Monroe, Montague, New Salem, Northfield, Orange, Rowe, Shelburne, Shutesbury, Sunderland, Warwick, Wendell, Whately) - \$44,100
- Regional Emergency Responders Online Mapping Portal (Martha's Vineyard Commission – Aquinnah, Chilmark, Edgartown, Gosnold, Oak Bluffs, Tisbury, West Tisbury) - \$35,000
- Shared Human Resources (Nahant, Swampscott) - \$70,200

Town/School Consolidation

- Millis Financial Management - \$45,500

FY18 Grant Recipients (announced 01/12/18)

Regionalization / Shared Services

- Mosquito Control District (Deerfield, Bernardston, Conway, East Longmeadow, Hadley, Montague, Northampton, Palmer, Shelburne, Southampton, South Hadley) - \$150,000
- Pioneer Valley Planning Commission Regional IT (Blandford, Chester, Cummington, Huntington, Montgomery, and the Gateway RSD) - \$150,000
- Shared Fire/EMS (Halifax, Plympton) - \$132,300
- Regional IT (Danvers, Essex, Hamilton, Wenham) - \$100,000
- Regional Animal Control (Palmer, Monson, Ware, Warren) - \$67,000
- Regional Public Health Nurse (Avon, Holbrook, Randolph) - \$46,000
- Metropolitan Area Planning Council Regional Opioid Programming (Chelsea, Medford, Winthrop) - \$36,500
- Regional Treasury/Collections (Berkley, Cheshire, Chester, Conway, Egremont, Hawley, Heath, Middlefield, Oakham, Royalston, Tyringham, Washington, Windsor) - \$22,109

Regional Economic Development

- Central Massachusetts Regional Planning Commission Regional Economic Development Director (Barre, Hardwick, Hubbardston, New Braintree, Oakham) - \$95,000
- Regional Economic Development (Dedham, Norwood, Westwood) - \$50,000
- Merrimack Valley Planning Commission Regional Economic Development (Amesbury, Andover, Boxford, Georgetown, Groveland, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury) - \$50,000
- Rural Economic Development Planning (Chester, Blandford, Huntington, Middlefield, Montgomery, and Russell) - \$42,339

Regional Wastewater

- Cohasset, Hull, Scituate - \$200,000
- Barnstable, Dennis, Harwich, Yarmouth - \$150,000
- Bourne, Falmouth, Mashpee, Sandwich (with Joint Base Cape Cod) - \$140,000

Regional Transportation

- Metropolitan Area Planning Council (Beverly, Danvers, Marblehead, Peabody, Salem, Swampscott) - \$125,300
- Martha's Vineyard Commission Regional Transportation Planner (Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury, West Tisbury) - \$100,000

- Bedford, Burlington, Lexington - \$85,000

Schools

- Regional School District Consolidation / Collaboration (Gill-Montague RSD, Franklin Co. Tech, Pioneer Valley RSD) - \$109,998
- Add Member to Old Colony Regional VocTech (Freetown schools) - \$30,000
- Exploration of Regionalization (Amherst and Pelham schools) - \$21,500

Efficiencies

- Gardner Combined Dispatch - \$82,952
- Williamsburg Police Records/Reporting - \$10,350

FY17 Round One Grant Recipients

Regionalization and Shared Services

- Regional Animal Shelter / Animal Control (North Adams, Adams, Williamstown) - \$200,000
- Establish a SPED Collaborative for Northern Berkshire County Districts (North Adams Public Schools, Northern Berkshire School Union, Adams Cheshire Regional School District, Williamstown Public Schools, Lanesboro Public Schools, Mount Greylock Regional School District, Northern Berkshire Regional VocTech) - \$148,099
- MAPC Public Health Collaborative (Chelsea, Revere, Winthrop) - \$50,150
- Regionalize vocational educational services between Medford Public Schools and Everett Public Schools - \$45,000
- MVPC Housing Production Plans (Amesbury, Andover, Georgetown, Groveland, Haverhill, Lawrence, Methuen, Newbury, North Andover, Rowley, Salisbury, West Newbury) - \$50,000
- Shared Conservation Agent (Easthampton and Southampton) - \$48,300
- Establish the Pioneer Valley Mosquito Control District (Deerfield, Greenfield, East Longmeadow Montague, Palmer, South Hadley, Southampton) - \$35,310
- Shared Planning Services (Millville and Uxbridge) - \$30,000
- Shared Highway Services (Phillipston and Royalston) - \$12,500
- Regional Dispatch (Dunstable and Groton) - \$9,990

Municipal and School Efficiencies

- Chicopee City/Schools HR and Facilities Management Integration - \$60,000
- Explore Hull Joining South Shore Regional VocTech - \$22,700

Environmental

- Regional Wastewater Management with Joint Base Cape Cod (JBCC) (Falmouth, Bourne, Mashpee, Sandwich) - \$135,000
- FRCOG Planning for Climate Resilient Communities in the Deerfield River Watershed (Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Greenfield, Hawley, Heath, Leyden, Monroe, Rowe, Shelburne) - \$131,280
- PVPC Regional Approach to Wastewater and Stormwater Management for Connecticut River Communities (Agawam, Chicopee, Granby, Hadley, Ludlow, Northampton, Southwick, Springfield, West Springfield) - \$111,550
- MAPC Regional Approach to Stormwater Management (Acton, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Lincoln, Littleton, Maynard, Stow, Sudbury) - \$50,000

FY17 Round Two Grant Recipients

Regionalization / Shared Services

- Rural Economic Development Planning (Chester, Blandford, Huntington, Middlefield, Montgomery, and Russell) - \$100,511
- Joint Economic Development (Boston, Braintree, Cambridge, Chelsea, Quincy and Somerville) - \$100,000
- Lenox + Lee Shared Town Administrator - \$86,000
- MAPC On-line Permitting Platform and Shared Permit Data Standard (Ayer, Milton, North Reading, Westborough) - \$70,619
- Regional Animal Control (Lunenburg, Townsend) - \$42,257
- BRPC Economic Development Planning Services (Clarksburg, Great Barrington, Hinsdale, and Lanesborough) - \$22,735

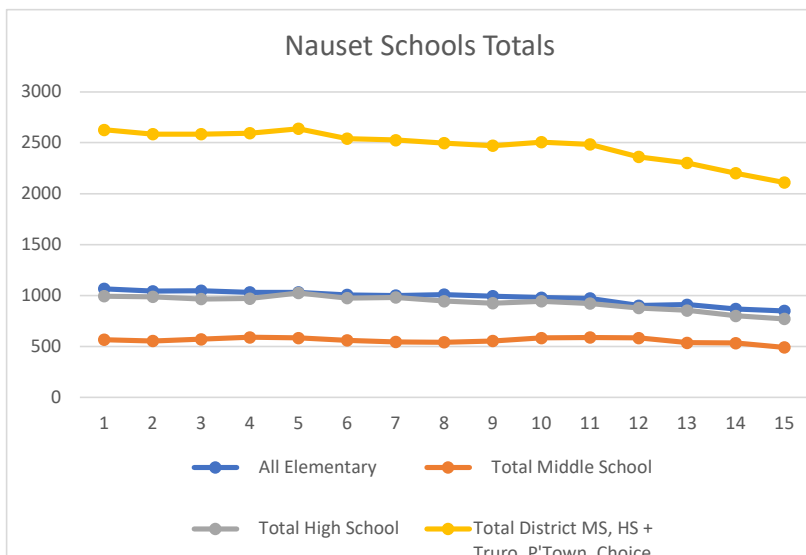
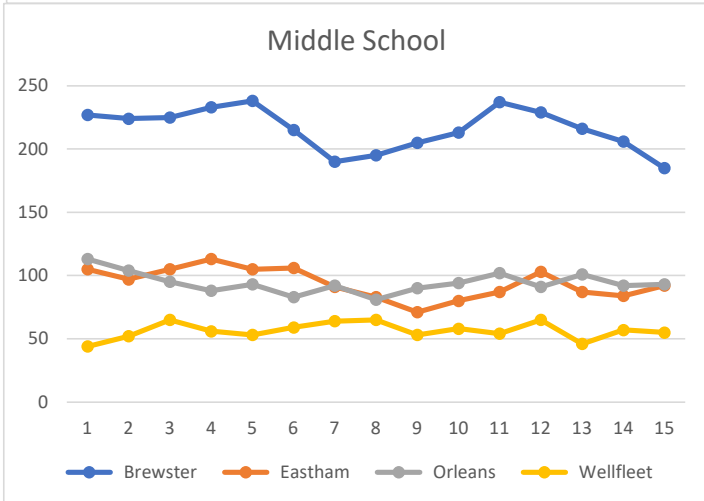
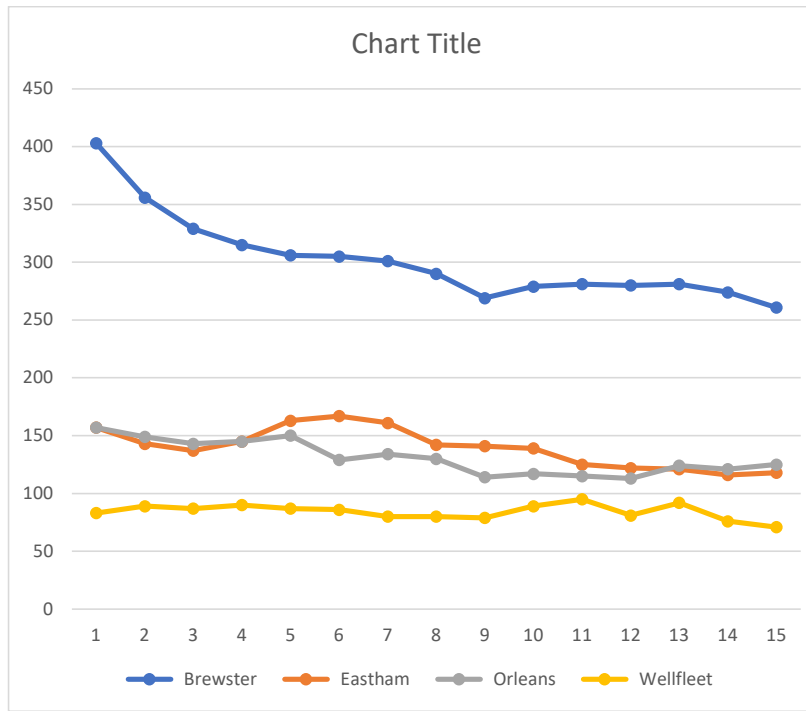
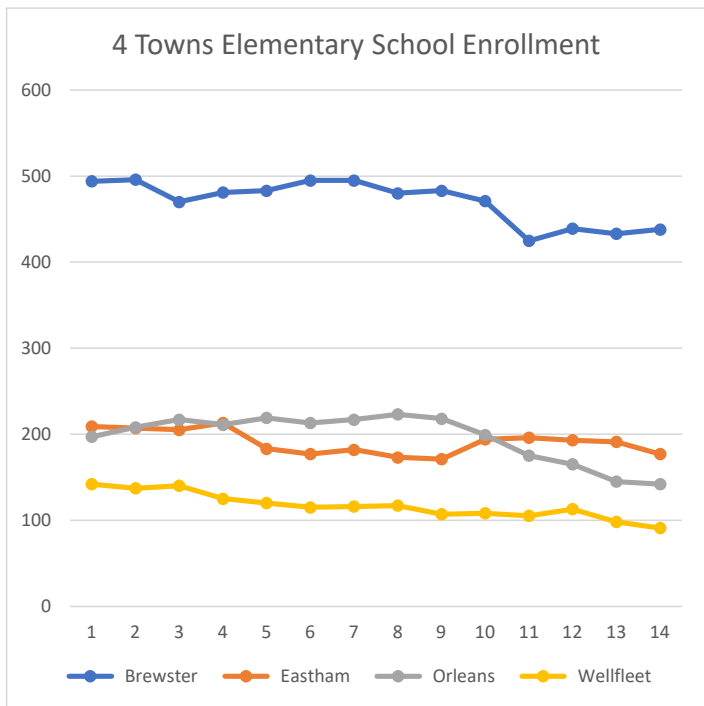
Municipal / School Shared Services

- Wareham Town/School HR Functions - \$72,499
- Carver Town/School Facilities Department - \$41,500
- Easthampton City/School IT Department Consolidation - \$38,000
- Southbridge Town/School Facilities Management Team - \$35,000
- Norwell Town Hall / School Administration Building Consolidation - \$25,000

School Regionalization

- Exploration of further consolidation of the Quabbin Regional School District - \$100,000
- Exploration of further school regionalization (Orange Elementary School District and Petersham Center School District to the Ralph C. Mahar Regional School District) - \$53,000
- Exploration of forming a Regionalization School District (Acushnet Public Schools and Fairhaven Public Schools) - \$40,000
- Exploration of further consolidation of the Adams-Cheshire Regional School District - \$28,000

NRSD Demographics*	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	% Increase / Decrease '09 - '23	Annual Compound Growth / Loss Rate '09-'23
Elementary Schools																	
Stony Brook (Brewster)	254	245	260	254	255	268	271	261	235	235	224	213	225	231	231	-9.96	-0.63
Eddy (Brewster)	251	249	236	216	226	215	224	234	245	248	247	212	214	202	207	-21.26	-1.28
Brewster	505	494	496	470	481	483	495	495	480	483	471	425	439	433	438	-15.30	-0.94
Eastham	225	209	207	205	213	183	177	182	173	171	194	196	193	191	177	-27.12	-1.59
Orleans	188	197	208	217	211	219	213	217	223	218	199	175	165	145	142	-32.39	-1.85
Wellfleet	148	142	137	140	125	120	115	116	117	107	108	105	113	98	91	-62.64	-3.19
All Elementary	1066	1042	1048	1032	1030	1005	1000	1010	993	979	972	901	910	867	848	-25.71	-1.51
Nauset Regional Middle School																	
Brewster	227	224	225	233	238	215	190	195	205	213	237	229	216	206	185	-22.70	-1.35
Eastham	105	97	105	113	105	106	91	83	71	80	87	103	87	84	92	-14.13	-0.88
Orleans	113	104	95	88	93	83	92	81	90	94	102	91	101	92	93	-21.51	-1.29
Wellfleet	44	52	65	56	53	59	64	65	53	58	54	65	46	57	55	20.00	1.50
Middle School	489	477	490	490	489	463	437	424	419	445	480	488	450	439	425	-15.06	-0.93
Truro	23	24	27	19	22	37	31	31	38	43	41	32	26	30	27	14.81	1.07
P-Town	0	10	8	8	7	7	9	9	7	5	4	3	4	2	2	100.00	
Sub-Total Truro, P'Town	23	34	35	27	29	44	40	40	45	48	45	35	30	32	29	20.69	1.56
School Choice MS	55	43	46	73	65	53	67	77	89	90	64	60	56	62	36	-52.78	-2.79
Total Middle School	567	554	571	590	583	560	544	541	553	583	589	583	536	533	490	-15.71	-0.97
Nauset Regional High School																	
Brewster	403	356	329	315	306	305	301	290	269	279	281	280	281	274	261	-54.41	-2.85
Eastham	157	143	137	145	163	167	161	142	141	139	125	122	121	116	118	-33.05	-1.89
Orleans	157	149	143	145	150	129	134	130	114	117	115	113	124	121	125	-25.60	-1.51
Wellfleet	83	89	87	90	87	86	80	80	79	89	95	81	92	76	71	-16.90	-1.04
Sub-total District	800	737	696	695	706	687	676	642	603	624	616	596	618	587	575	-39.13	-2.18
Truro	40	50	56	52	61	50	52	52	48	63	60	60	60	54	52	23.08	1.76
P-Town	0	32	28	33	43	40	44	40	37	29	26	23	20	23	22		
Sub-Total Truro, P'town	40	82	84	85	104	90	96	92	85	92	86	83	80	77	74	45.95	4.19
School Choice HS	153	168	185	190	214	197	209	211	236	228	219	198	156	136	122	-25.41	-1.50
Total High School	993	987	965	970	1024	974	981	945	924	944	921	877	854	800	771	-28.79	-1.67
Total District MS, HS + Truro, P'Town, Choice	2626	2583	2584	2592	2637	2539	2525	2496	2470	2506	2482	2361	2300	2200	2109	-24.51	-1.45
Lighthouse Charter (6, 7, 8 Grades)			86	69	64	62	64	67	67	53	46	64	82	85			
Sturgis Charter (9-12 Grades)			10	23	25	23	19	17	16	15	12	10	14	24			
Tech			80	72	72	69	86	81	88	77	76	92	100	101			
Sub-Total "Other" out			176	164	161	154	169	165	171	145	134	166	196	210			
Preschool	69	67	83	69	53	57	67	59	56	62	63	42	43	49			
Total Children in Schools																	
Brewster, Eastham, Orleans, Wellfleet Preschool, Elementary, HS, MS, Charter, Tech	2695	2650	2667	2661	2690	2596	2592	2555	2526	2568	2545	2403	2343	2249			
*Source: NRSD Official Enrollment @ 10/1/XX																	



NRSD Demographics*	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	% Increase / Decrease '00 - '23	Annual Compound Growth / Loss Rate '09-'23
Elementary Schools																										
Stony Brook (Brewster)	425	406	379	329	324	264	270	257	263	254	245	260	254	255	268	271	261	235	235	224	213	225	231	231	-83.98	-0.39
Eddy (Brewster)	295	277	254	240	221	257	255	267	247	251	249	236	216	226	215	224	234	245	248	247	212	214	202	207	-42.51	-0.80
Brewster	720	683	633	569	545	521	525	524	510	505	494	496	470	481	483	495	495	480	483	471	425	439	433	438	-64.38	-0.59
Eastham	286	273	258	222	212	207	227	233	224	225	209	207	205	213	183	177	182	173	171	194	196	193	191	177	-61.58	-0.99
Orleans	273	259	246	253	251	238	227	202	200	188	197	208	217	211	219	213	217	223	218	199	175	165	145	142	-92.25	-1.16
Wellfleet	150	147	153	171	162	158	158	141	131	148	142	137	140	125	120	115	116	117	107	108	105	113	98	91	-64.84	-2.01
All Elementary	1429	1362	1290	1215	1170	1124	1137	1100	1065	1066	1042	1048	1032	1030	1005	1000	1010	993	979	972	901	910	867	848	-68.51	-0.95
Nauset Regional Middle School																										
Brewster	365	368	382	349	321	293	256	241	217	227	224	225	233	238	215	190	195	205	213	237	229	216	206	185	-97.30	-0.85
Eastham	169	168	134	129	120	118	91	85	92	105	97	105	113	105	106	91	83	71	80	87	103	87	84	92	-83.70	-0.55
Orleans	152	139	136	127	130	116	97	86	90	113	104	95	88	93	83	92	81	90	94	102	91	101	92	93	-63.44	-0.81
Wellfleet	68	56	55	43	49	46	47	48	46	44	52	65	56	53	59	64	65	53	58	54	65	46	57	55	-23.64	0.93
Middle School	754	731	707	648	620	573	491	460	445	489	477	490	490	489	463	437	424	419	445	480	488	450	439	425	-77.41	-0.58
Truro	24	26	19	17	17	18	19	14	21	23	24	27	19	22	37	31	31	38	43	41	32	26	30	27	11.11	0.67
P-Town	0	0	0	0	0	0	0	0	0	0	10	8	8	7	7	9	9	7	5	4	3	4	2	2	100.00	
Sub-Total Truro, P'Town	24	26	19	17	17	18	19	14	21	23	34	35	27	29	44	40	40	45	48	45	35	30	32	29	17.24	0.97
School Choice MS	18	12	20	23	12	13	22	31	52	55	43	46	73	65	53	67	77	89	90	64	60	56	62	36	50.00	-1.75
Total Middle School	796	769	746	688	649	604	532	505	518	567	554	571	590	583	560	544	541	553	583	589	583	536	533	490	-62.45	-0.61
Nauset Regional High School																										
Brewster	427	422	436	467	469	471	448	422	414	403	356	329	315	306	305	301	290	269	279	281	280	281	274	261	-63.60	-1.79
Eastham	220	220	221	223	215	216	216	191	169	157	143	137	145	163	167	161	142	141	139	125	122	121	116	118	-86.44	-1.18
Orleans	165	167	191	201	205	195	193	186	184	157	149	143	145	150	129	134	130	114	117	115	113	124	121	125	-32.00	-0.95
Wellfleet	112	116	99	100	99	88	85	81	76	83	89	87	90	87	86	80	80	79	89	95	81	92	76	71	-57.75	-0.65
Sub-total District	924	925	947	991	988	970	942	880	843	800	737	696	695	706	687	676	642	603	624	616	596	618	587	575	-60.70	-1.37
Truro	47	53	59	55	46	49	47	42	46	40	50	56	52	61	50	52	52	48	63	60	60	60	54	52	9.62	1.10
P-Town	0	0	0	0	0	0	0	0	0	0	32	28	33	43	40	44	40	37	29	26	23	20	23	22	100.00	
Sub-Total Truro, P'town	47	53	59	55	46	49	47	42	46	40	82	84	85	104	90	96	92	85	92	86	83	80	77	74	36.49	2.60
School Choice HS	23	25	28	47	60	80	94	119	131	153	168	185	190	214	197	209	211	236	228	219	198	156	136	122	81.15	-0.94
Total High School	994	1003	1034	1093	1094	1099	1083	1041	1020	993	987	965	970	1024	974	981	945	924	944	921	877	854	800	771	-28.92	-1.05
Total District MS, HS + Truro, P'Town, Choice	3219	3134	3070	2996	2913	2827	2752	2646	2603	2626	2583	2584	2592	2637	2539	2525	2496	2470	2506	2482	2361	2300	2200	2109	-52.63	-0.91
Lighthouse Charter (6, 7, 8 Grades)												86	69	64	62	64	67	67	53	46	64	82	85			



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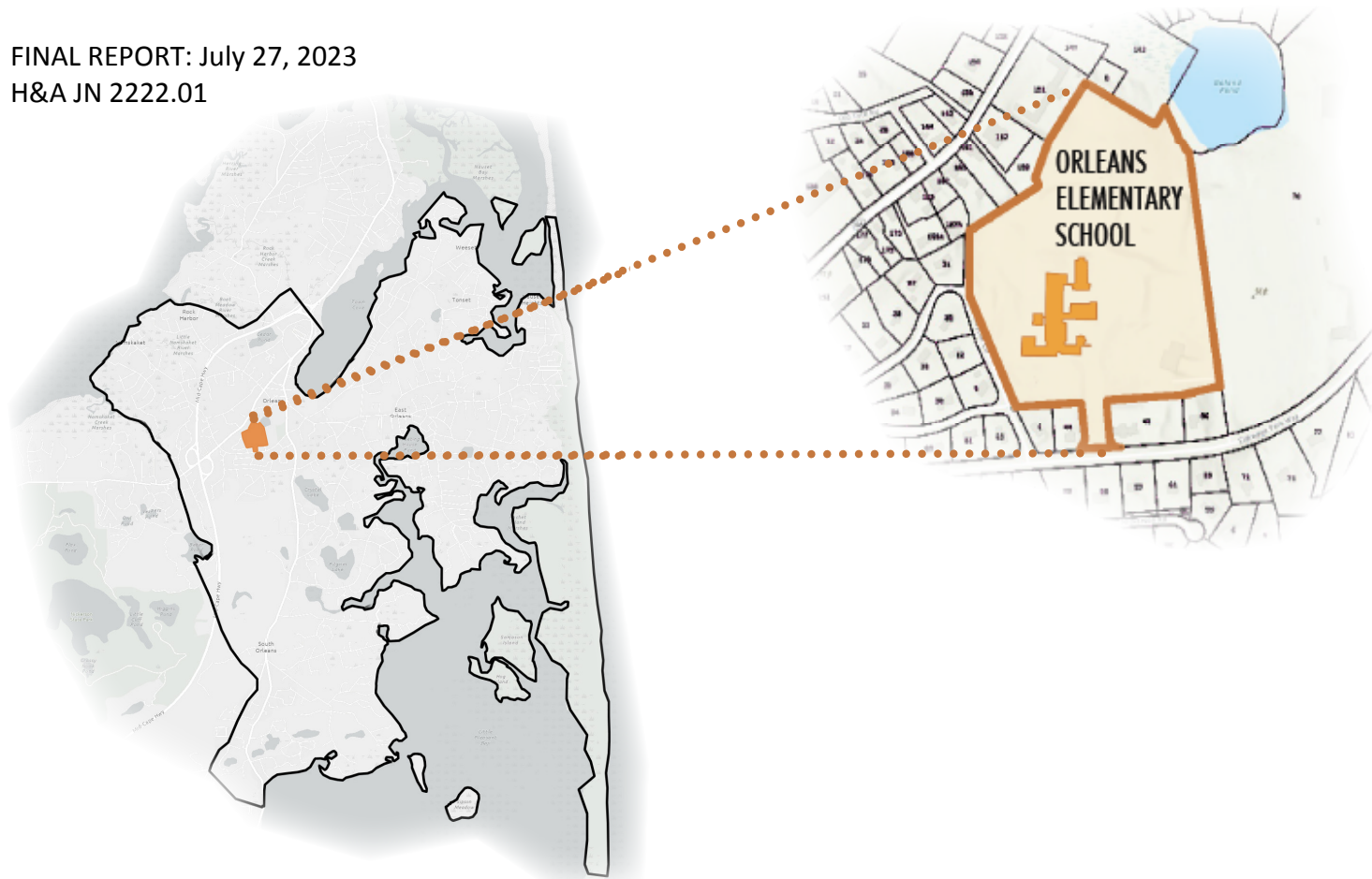
CAPITAL ASSET ASSESSMENT

Orleans Elementary School

46 Eldredge Park Way, Orleans, MA 02653

FINAL REPORT: July 27, 2023

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INTRODUCTION

The Town of Orleans School Committee and Select Board authorized the engagement of Habeeb & Associates Architects (H&A) to conduct an assessment of the Town's only elementary school facility to identify deficiencies in need of repair or replacement, items required to comply with current building codes, including accessibility, a quality improvements, as well as energy efficiency criteria. The overarching goal is to **define the options available to the Town of Orleans in order to meet the educational needs** of both the current and the projected enrollment of the kindergarten through grade five student population.

Similar to Orleans, the Towns of Brewster, Eastham and Wellfleet also have elementary schools and are members of the Nauset Public School District. The Nauset Public School District is comprised of one grade six through eight middle school, located in Orleans, and one grade nine through twelve high school located in Eastham. The District also provides pre-kindergarten programs at the Brewster Stony Brook Elementary School and the Eastham Elementary school.

In addition to the physical evaluation of the existing building and site amenities, the assessment includes itemized costs to address each deficiency, **enrollment trends**, building capacity, quality of space, flexibility of space, instructional practices, programmatic needs, technology infrastructure, and school use. Based on the projected enrollment of the student population and the desired educational program of the school, two options were developed to meet the needs of the student population. They are:

- Option 1 - Renovation of the existing building
- Option 2 - Replacement of the existing building

This report serves to outline a realistic comparison between Renovation and Replacement. However, it is up to the Town of Orleans and the Orleans School Committee to weigh the educational and **socioeconomic factors of the community** in order to select the most advantageous option. Advantages and disadvantages of each option are described in this report and include an itemized concept-level cost estimate for Replacement as well as an order of magnitude estimate required for Renovation.


The physical condition of the facility has been considered, as well as the educational suitability and adequacy of the building and site amenities. This report aims to guide the Town of Orleans in determining the measures that will be necessary to support the changing educational needs of the community.





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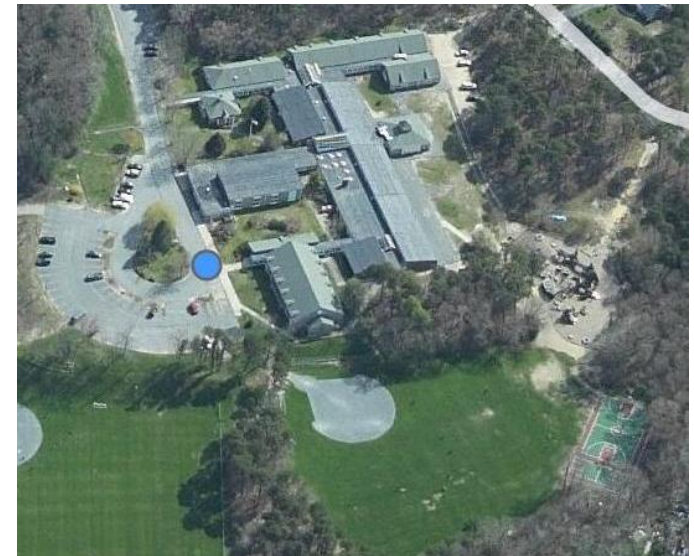
EXECUTIVE SUMMARY

The 2022-2023 enrollment at Orleans Elementary School is 145 students, which is the town’s total enrollment from kindergarten through grade 5. This elementary school population is not expected to increase significantly over the next two decades. 

As the Orleans Elementary School and Town of Orleans plan for future enrollments and flexibility to address changes in populations, it will be prudent to plan for slightly higher enrollments to accommodate a modest growth in population. The district should consider 232 students as a maximum enrollment for space planning purposes. 

The existing school has been well-maintained over the years.  However, infrastructure ages over time regardless of maintenance. Orleans Elementary School was originally constructed in 1956 with additions in 1960 and 1990. Age, size, and type of construction must be considered for future operational costs. Recent Capital Budget requests to address Orleans’ aging infrastructure including replacement of boilers, water heaters, and classroom unit ventilators, have been or are in the process of being completed. Another factor to consider is how the existing aging structure would fare during natural disasters given that it was constructed when building codes did not address wind load, snow drift, and seismic issues.

One of the biggest concerns facing Orleans Elementary School is non-compliance with the accessibility code. Based on Massachusetts General Law, 521 CMR, Rules and Regulations of the Massachusetts Architectural Access Board, work items listed in the Assessment that are addressed as individual projects may trigger the need for additional accessible renovations. Generally, all new work must meet accessibility regulations. In addition, any work with a value over \$500,000, either alone or in combination with other projects within a rolling three-year period will require basic accessibility upgrades. However, if the work exceeds 30% of the full and fair cash value of the building then complete building renovations for accessibility are required. The current valuation of the building is \$6,822,000 as assessed in the property field card for fiscal year 2023. (See Appendix D). Undertaking any additional significant renovation to the existing school in the near future will trigger this complete building upgrade requirement. (See Appendix C).



Enrollment by Grade (2022-23)							
	K	1	2	3	4	5	Total
Orleans Elementary	17	30	21	19	28	30	145

EXECUTIVE SUMMARY

Both options in this report are detailed on the following pages and include existing educational spaces, required educational spaces, operating capacities and projected costs for upgrades, additions and new structures. The options are in no particular order, as each has benefits and challenges which will require further analysis by the Town and School Committee prior to the selection of one to implement. Advantages and disadvantages of each option include estimated costs to execute the options and the magnitude of work required to modify the school.

DEVELOPMENT OF OPTIONS

Working with the Orleans School Committee and the Town of Orleans, Habeeb & Associates Architects (H&A) developed two options for consideration.

OPTION 1: RENOVATION OF THE EXISTING FACILITY

Option 1 is based on renovation of the existing school and associated site amenities to ensure that the entire facility and campus is accessible to all. The existing area of the facility is approximately 53,100 sf with a maximum effective enrollment capacity of 328 students.

The anticipated preliminary project budget is approximately \$44.6M including all three priorities when escalated based on the completion of the project improvements within the next ten years. Priority 1 projects are expected to be completed within two years at a total escalated cost of \$23.5M which includes accessibility upgrades throughout the facility of \$2.8M. It should be noted that completing only Priority 1 work items will not achieve the goal for a complete project.

In addition to the accessibility upgrades, three high-cost budget work items (all in today's dollars) included in Priority 1 are the membrane and shingled roof replacement at \$4.5M, replacement of the 1990 windows and roof glazing at \$2.0M, and procurement of modular classrooms of \$5.5M which will address displacement during the renovation. (See Appendix B). Alternatively, the Town of Orleans could look to other Nauset Schools for relocation of faculty and students during the work.

	Priority 1	Priority 2	Priority 3	Total
RENOVATION - Building Summary		Orleans Elementary School		
1. SITE	7,105,267	0	275,990	7,381,257
2. BUILDING ENVELOPE	7,342,595	2,696,928	257,725	10,297,248
3. BUILDING INTERIORS	4,500,795	169,000	1,600,820	6,270,615
4. MECHANICAL	1,777,880	173,212	5,344,300	7,295,392
5. ELECTRICAL	620,100	2,596,100	1,049,776	4,265,976
^{1,2} Total:	21,346,637	5,635,240	8,528,611	35,510,488
Total Inflated @ 5% Compounded Annually	23,534,667	7,192,153	13,892,209	44,619,029

¹ Totals include Soft Costs (30%): Contingency, Administration and A/E Fees.

² Excludes approx. \$8M-11M Structural Modifications as described below.

Additional testing is needed to determine if existing underground utilities to be replaced in the 1956/1960 areas contain hazardous materials. It is expected that due to the age of these utilities, abatement / remediation will be required, resulting in unknown additional project costs.

An operational limitation of the current facility is the challenge of securing areas of the building during after-hours events, while still allowing access to accessible restrooms. Access to these restroom facilities is a necessity when public events are held at the school. Currently, there are no accessible restrooms available when public spaces are cordoned off from the classrooms. Providing compliant restrooms adjacent to public gathering spaces would allow for more secure use of these spaces, while ensuring the safety and protection of the remainder of the building.

Improving the existing facility would preserve more classrooms than required for current and projected enrollment, which would provide flexibility of usage. The Art and Music classrooms as well as the Media Center and Cafetorium are larger than what would be allowed in a new building when considering the Mass School Building Authority (MSBA) standards.

Structural Assessment

Based upon our review of the existing available plans, the building was constructed in three phases:

- 1955 original construction with deep metal longspan roof deck supported by masonry bearing walls.
- 1960 addition with deep metal longspan roof deck supported by masonry bearing walls. At the building exterior, the walls consist of brick veneer, cavity and concrete masonry unit back up walls.
- 1990 addition with wood deck, wood framed trusses, joists and laminated veneer lumber beams in the academic wing, and metal roof deck, steel trusses and framing for the gymnasium.

A large-scale renovation project may trigger additional structural work as outlined in the International Existing Building Code (IEBC) and 780 CMR; Massachusetts State Building Code amendments to the International Building Code (IBC) codes. The additional structural work required would depend upon the extent of renovations and the work area affected by the renovation. Level 1 involves the removal or replacement of materials with new that serve the same purpose. This would apply to a project like a roof replacement. Level 2 involves reconfiguration of space less than 50% of the building area, or the installation of additional equipment. Level 3 involves alterations which exceed 50% of the building area.



EXECUTIVE SUMMARY

A renovation project would not alter the occupancy and use classification. 780 CMR 102.6 and 102.6.1 allow existing conditions to be considered compliant at the time of installation in a building that has obtained a legal certificate of occupancy.

Regarding structural provisions, any modifications to the structure or increase in loads must be evaluated to determine compliance with IEBC and IBC. Massachusetts building code amendments (780 CMR) require identification of snow drift surcharge areas on a roof (loading and width of drift), identification for proposed dead loads for future photovoltaics and confirmation of capacity, though it is not required to augment existing framing unless the proposed load increases the dead load of the roof assembly by more than 3 psf (pounds per square foot), cumulative since original construction.

Wind loading requirements have increased since the period of construction of the existing facility, 1955 through 1990. In addition to wind loading, there are now provisions for wind borne debris zones in hurricane prone regions and within 1 mile of a coastline. In Orleans, the wind speed of 140 mph results in the requirements for hurricane prone regions, in particular affecting any window or framed atrium skylight design.

Note that buildings designed prior to the mid-1960's did not take into account designing for snow drift loads. There are areas on the 1956/1960 building where large snow wells are created in the low roof areas between the adjacent sloped roofs which create a potential overloading location. Further, the current code required snow design loads are historically 20-40% higher than original design snow loads of the 1950's and 1960's. While it is not a requirement to strengthen the structure to meet current design loads (unless the structure it is being modified or has loads added to it), facilities staff should be aware of snow load and drift conditions that may adversely affect the structural integrity of the roof framing.

Similarly, buildings designed prior to 1975 did not include the provisions for design for seismic load required in current codes. There are however provisions in the current code that may require seismic enhancements for an existing building depending on the Seismic Design Category of the building and existing soils profile. This may include attachment of roof and floor diaphragms (plates) to the perimeter walls. In general, if building structures are not altered/reconfigured, it is not necessary to bring existing structures up to current code requirements. If buildings are significantly altered, or the building is voluntarily upgraded to meet current codes, this would typically involve reinforcement of masonry shear and bearing walls, reinforcement of exterior walls and anchoring the veneer to the masonry back up walls.



IEBC Section 807: Alterations Level 2, Structural requires new elements to be designed and connected to meet current codes. Alterations cannot reduce the structural capacity of any element and cannot increase the stress in an existing element by more than 5% unless it is proven that the element has capacity for the stress increase. If an alteration increases lateral loads to the building, the structure must be altered or shown to meet the required capacity using reduced seismic forces prescribed by the Code.

We anticipate that a building renovation would not trigger code requirements that significantly impact the building structure or require significant structural upgrades. This would result in a renovated building designed for the code required loads in place in the period under which it was built, 1955 through 1990. **Should the Town feel compelled to upgrade the structure to meet current code required wind, snow, and seismic forces, we estimate an order of magnitude cost of \$150-\$200 per square foot (adding approximately \$8M-\$11M to the project cost) to complete these structural upgrades in conjunction with a renovation project.**

Drawbacks of Renovation of the Existing Facility

This assessment explored going beyond code-only projects to include addressing upgrades to the educational spaces based on current and anticipated future educational needs. While the overall cost of the renovation project may be slightly less than new construction, that has not always proven to be true. Drawbacks for renovation would be:

- Extensive disruption to students during the course of projects, spanning numerous years.
- Renovations undertaken while school is in use would require phased construction schedules, separation of construction from occupied areas.
- Short-term solutions to the problem by renovating as opposed to the 50+ year solution of building new.
- Learning environment would remain constrained by circulation flow inefficiency, less than ideal classroom adjacencies to ancillary spaces, i.e. gym, cafeteria and limited flexibility due to existing layout of spaces. A new facility would allow for more efficient use of space and circulation allowing flexibility to accommodate 21st Century learning.
- Should the structural renovations not be undertaken, the existing building would not be equal in code compliance with the current building code for wind load, snow drift, and seismic. The renovated building would not be structurally comparable to a new facility constructed under today's building code regulations with respect to natural disasters.

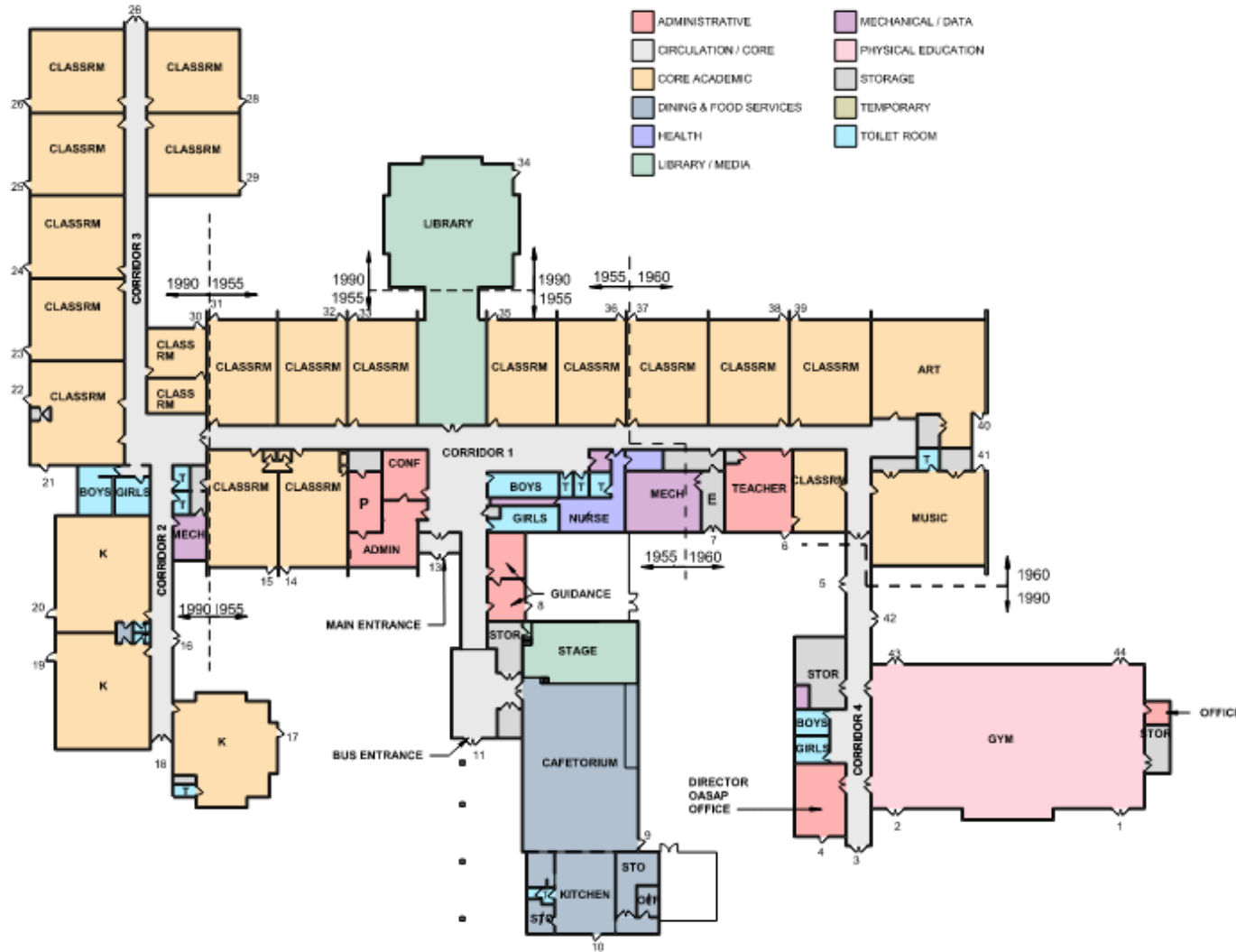


EXECUTIVE SUMMARY

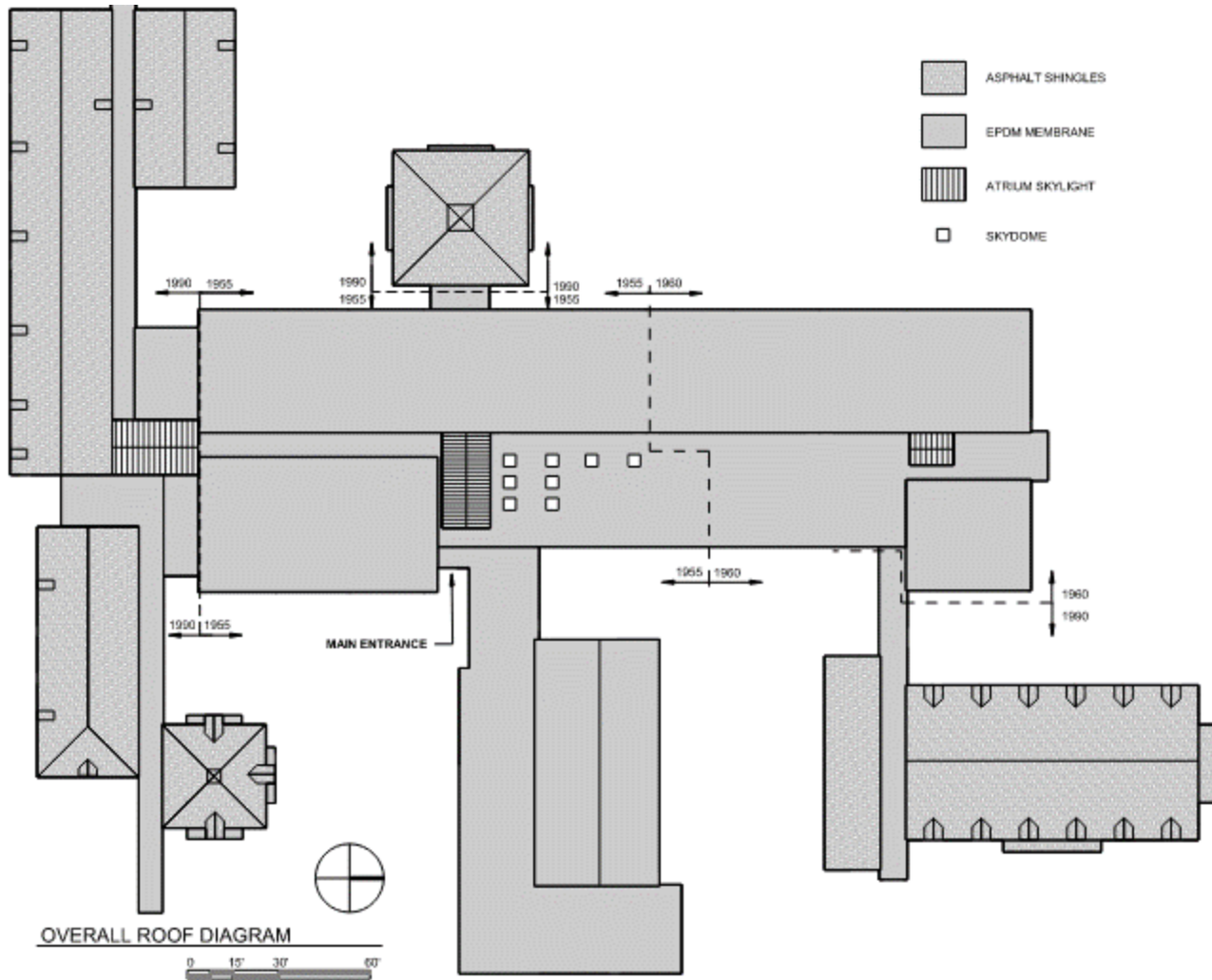
- Unforeseen or concealed conditions such as sub-surface water and drainage systems that would not be uncovered and addressed until a system failure occurs.
- Increased maintenance and energy costs associated with heating/cooling the building.
- The inability to control mold is a realistic threat to effective school operation commensurate to any of the major drawbacks faced when considering a renovation. Similarly to other educational facilities built in the same era, Orleans Elementary does not include air conditioning for cooling or dehumidification. This results in high humidity, which can foster mold growth, and poor indoor air quality.



Orleans Elementary School Overall Floor Plan



Orleans Elementary School Roof Diagram



OPTION 2: REPLACEMENT OF THE EXISTING FACILITY

Option 2 creates one new school facility to support the education program for students, kindergarten through grade five, by replacing the existing building and enhancing the campus to correct deficiencies as well as complying with accessibility code requirements and the most up-to-date building code requirements. Based upon MSBA Educational Program & Space Standard Guidelines for K-5 facility requirements, the square footage for a new facility would be 48,678 sf with a maximum enrollment capacity of 232 students. (See Appendix A).

Considering general access from Eldredge Park Way, existing topography and utility infrastructure, it has been assumed that a new building would be constructed in the location of the existing school requiring the expense of modular classrooms. A concept-level preliminary project budget for the new facility is estimated at \$53.6M when escalated based on the completion of the project improvements within the next five years when considering historical data of similar schools and evaluation of the existing campus. The chart below highlights the key feasibility level components with estimated cost.

The district should consider the following maximum enrollments for space planning purposes based upon **MSBA Educational Program & Space Standard Guidelines**:

- Kindergarten: **32 students.**
- Grades 1-5: **200 students with 40 students per grade level.**

Considering the current enrollment of 145 students versus the calculated maximum of 232 students, a minimum of 2 classrooms per grade has been allotted in order to ensure individual classrooms have less than 30 students consistently as grade sizes change from year to year.

This new facility concept would contain 4 fewer classrooms than the current facility and have smaller Cafetorium, Art and Music rooms. An STE (Science, Technology & Engineering) classroom and a larger gymnasium would be part of the new program. Refer to Appendix A for the Education Program Summary for a proposed new Orleans Elementary School facility.

Category	Projected Budget Total
REPLACEMENT - Orleans Elementary School	
1. NEW BUILDING CONSTRUCTION	29,206,800
2. TEMPORARY CLASSROOM COMPLEX	4,200,000
3. ABATEMENT OF EXISTING HAZARDOUS BUILDING MATERIALS	1,200,000
4. EXISTING BUILDING DEMOLITION	800,000
5. CIVIL ENGINEERING / LANDSCAPING	6,600,000
¹Total:	42,006,800
¹Total Inflated @ 5% Compounded Annually over 5 years	53,612,504

¹Totals include Soft Costs (30%): Contingency, Administration and A/E Fees.

EXECUTIVE SUMMARY

A new building versus renovating the existing will maximize efficiency, optimize future cost savings, and increase building quality. Greater opportunities also exist to comply with the Green Communities initiatives including a reduction of fossil fuel usage and installation of renewable energy systems through green building techniques. LEED certification could be pursued if so desired.

Drawbacks of Replacement of the Existing Facility

While replacement will provide an overall improved facility and better quality educational environment, the drawbacks for replacement would be:

- Extensive disruption to students during the course of construction and demolition that would take place onsite.
- Project cost could be slightly higher. However, a new building would be constructed to current building code requirements, which are in place to ensure safe and resilient structures, and have improved significantly since the original facility and its additions were built.
- Unforeseen or concealed conditions such as sub-surface water and drainage systems could be uncovered during the beginning phases of construction.
- Replacement of the facility does not take advantage of the existing embedded carbon in the current facility.



Appendix A: Education Program Summary

Appendix B: Facility Condition Assessment

Appendix C: Accessibility

*Accessibility Audit, Orleans Elementary School
KMA, April 21, 2023 revised*

Appendix D: Town of Orleans Assessor's Field Card

Proposed Space Summary - Orleans Elementary School

Orleans Elementary School	PROPOSED											
	Existing Conditions			Existing to Remain / Renovated			New			Total		
	ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals
CORE ACADEMIC SPACES			17,380			0			13,100			13,100
Pre-Kindergarten w/ toilet	1,200	1	1,200			0		0	0		0	0
Kindergarten w/ toilet	1,280	2	2,560			0	1,200	2	2,400		2	2,400
General Classrooms - Grade 1-5	900	14	12,600			0	950	10	9,500		10	9,500
STE Room- Grade 3-5	1,020	1	1,020			0	1,080	1	1,080		1	1,080
STE Storage		0	0			0	120	1	120		1	120
Total Core Academic Spaces		18						14				
SPECIAL EDUCATION			2,610			0			2,010			2,010
Self-Contained SPED	2,020	1	2,020			0	950	1	950		1	950
Self-Contained SPED - toilet		0	0			0	60	1	60		1	60
Resource Room	350	1	350			0	500	1	500		1	500
Small Group Room / Reading	240	1	240			0	500	1	500		1	500
Total Special Education Spaces		3						4				
ART & MUSIC			3,040			0			2,425			2,425
Art Classroom - 25 seats	1,440	1	1,440			0	1,000	1	1,000		1	1,000
Art Workroom w/ Storage & kiln	150	1	150			0	150	1	150		1	150
Music Classroom / Large Group - 25-50 seats	1,450	1	1,450			0	1,200	1	1,200		1	1,200
Music Practice / Ensemble			0			0	75	1	75		1	75
HEALTH & PHYSICAL EDUCATION			5,922			0			6,300			6,300
Gymnasium	4,880	1	4,880			0	6,000	1	6,000		1	6,000
Gym Storeroom	600	1	600			0	150	1	150		1	150
Health Instructor's Office	442	1	442			0	150	1	150		1	150
MEDIA CENTER			3,040			0			2,020			2,020
Media Center / Reading Room	3,040	1	3,040			0	2,020	1	2,020		1	2,020
DINING & FOOD SERVICE			5,480			0			4,740			4,740
Cafeteria / Dining	2,260	1	2,260			0	1,740	1	1,740		1	1,740
Stage	980	1	980			0	1,000	1	1,000		1	1,000
Chair / Table / Equipment Storage	250	1	250			0	200	1	200		1	200
Kitchen	1,350	1	1,350			0	1,600	1	1,600		1	1,600
Staff Lunch Room	640	1	640			0	200	1	200		1	200

Orleans Elementary School		PROPOSED											
		Existing Conditions			Existing to Remain / Renovated			New			Total		
		ROOM NFA¹	# OF RMS	area totals	ROOM NFA¹	# OF RMS	area totals	ROOM NFA¹	# OF RMS	area totals	ROOM NFA¹	# OF RMS	area totals
MEDICAL			518		0		410		410			410	
Medical Suite Toilet	60	1	60			0	60	1	60		1	60	
Nurses' Office / Waiting Room	288	1	288			0	250	1	250		1	250	
Examination Room / Resting	170	1	170			0	100	1	100		1	100	
ADMINISTRATION & GUIDANCE			1,930		0		1,865		1,865			1,865	
General Office / Waiting Room / Toilet	530	1	530			0	300	1	300		1	300	
Teachers' Mail and Time Room			0			0	100	1	100		1	100	
Duplicating Room			0			0	150	1	150		1	150	
Records Room		0	0			0	110	1	110		1	110	
Principal's Office w/ Conference Area	230	1	230			0	375	1	375		1	375	
Principal's Secretary / Waiting			0			0	125	1	125		1	125	
Assistant Principal's Office			0			0		0	0		0	0	
Supervisory / Spare Office			0			0	120	1	120		1	120	
Conference Room	270	1	270			0	250	1	250		1	250	
Guidance Office	190	2	380			0		0	0		0	0	
Guidance Storeroom						0	35	1	35		1	35	
Teachers' Work Room	520	1	520			0	300	1	300		1	300	
CUSTODIAL & MAINTENANCE			350		0		1,900		1,900			1,900	
Custodian's Office	150	1	150			0	150	1	150		1	150	
Custodian's Workshop			0			0	375	1	375		1	375	
Custodian's Storage	200	1	200			0	375	1	375		1	375	
Recycling Room / Trash						0	400	1	400		1	400	
Receiving and General Supply						0	200	1	200		1	200	
Storeroom						0	200	1	200		1	200	
Network / Telecom Room						0	200	1	200		1	200	

				PROPOSED											
Orleans Elementary School				Existing Conditions			Existing to Remain / Renovated			New			Total		
ROOM TYPE	ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals			
OTHER			0			0			0			0			
Other (<i>specify</i>)						0			0		0	0			
Total Building Net Floor Area (NFA)			40,270			0			34,770			34,770			
Proposed Student Capacity / Enrollment			145						232			232			
NON-PROGRAMMED SPACES					% of GFA	0		% of GFA	13,908		% of GFA	13,908			
Other Occupied Rooms (list separately)					0%			0%			0%				
Unoccupied MEP/FP Spaces					0%			0%			0%				
Unoccupied Closets, Supply Rooms & Storage Rooms					0%			0%			0%				
Toilet Rooms					0%			0%			0%				
Circulation (corridors, stairs, ramps & elevators)					0%			0%			0%				
Remaining ³					0%	0		29%	13,908		29%	13,908			
Total Building Gross Floor Area (GFA) ²			53,000						48,678			48,678			
Grossing factor (GFA/NFA)			1.32			0.00			1.40			1.40			

1 Individual Room Net Floor Area (NFA)

Includes the net square footage measured from the inside face of the perimeter walls and includes all specific spaces assigned to a particular program area including such spaces as non-communal toilets and storage rooms.

2 Total Building Gross Floor Area (GFA)

Includes the entire building gross square footage measured from the outside face of exterior walls

3 Remaining

Includes exterior walls, interior partitions, chases, and other areas not listed above. Do not calculate this area, it is assumed to equal the difference between the Total Building Gross Floor Area and area not accounted for above.



FACILITY CONDITION ASSESSMENT

TOWN OF ORLEANS

Orleans Elementary School

46 Eldredge Park Way, Orleans, MA 02653

FINAL REPORT: July 14, 2023

H&A JN 2222.01

150 LONGWATER DR
NORWELL MA
02061-1647
781-871-9804

100 GROVE ST
SUITE 303
WORCESTER MA
01605-2630
774-206-3360

habeebarch.com

1) How to Read This Assessment 27

2) Assessment 31

- Building Data Sheet
- Assessment Tables
- Existing Conditions Photographs

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EXECUTIVE SUMMARY

The *Executive Summary* recaps the *Total Inflated* row from the bottom of the Building Summary sheets. These costs are then totaled at the bottom to indicate a combined proposed capital expenditure per scope. This is intended to make it easier for the reader to review and compare the overall costs for each of the scopes.

SUMMARY

The *Summary* recaps the *Total* row from the bottom of each category for the subject building, separated into scopes. This is intended to make it easier for the reader to review and compare the overall costs for each of the categories together with the scopes for the subject building.

FACILITY CONDITION ASSESSMENT

The following is a list and brief description of the column and row headings of the Facility Condition Assessment sheets.

Description

The *Descriptions* are the work items identified during our inspection. They usually consist of the building component and its deficiencies; and a recommendation for correcting the deficiency.

Quantity

The number of items: (For example, if the work item is for "unit ventilators replacement" the building in question may have a *Quantity* of 4 unit ventilators to be replaced).

Unit

The *Units* are identified by a two-letter code. The unit codes are as follows:

- SF – Square Foot
- SY – Square Yard
- LF – Linear Foot
- LS – Lump Sum
- EA – Each

HOW TO READ THIS ASSESSMENT

Unit Cost

The *Unit Cost* is the cost of one *Quantity* of a work item. Unit costs are preliminary construction cost estimates only and are generally based on the following references: *Means Square Foot Cost Data*; *Means Construction Costs Data*; in house cost data; professional experience; and information provided by various contractors and suppliers.

Total

The *Total* column is determined by the following equation: QUANTITY x UNIT = TOTAL.

Total with Soft Costs

This assessment provides preliminary construction costs associated with *Soft Costs*. Owner's Development Costs, also known as *Soft Costs*, generally include a contingency, (typically 10% to 15%) for unforeseen conditions; indirect administrative expenses such as legal costs, printing and advertising (typically 5% to 10%); and architectural, engineering and State required Owner's Project Management fees (typically 10% to 15%) for a total soft cost estimate. We used a *Soft Cost* of 30% of the *total* cost in this assessment. The *Total with Soft Costs* is determined by the following equation: TOTAL x 1.30 = TOTAL W/ SOFT COST.

Some projects may require higher or lower *Soft Costs* depending on the type and extent of project selected. Work items listed are provided as a guide to develop repair and renovation projects with preliminary construction cost estimates. The actual scope of a project could include a combination of work items, i.e. new ceilings and new lighting. Some other projects may require finishes, e.g. painting, which may not necessarily be broken out for that project.

Priority 1 – Necessary to Meet Current Building Accessibility Codes

- Immediate improvements required to support the basic function of the facility
- Prevent additional damage or higher costs if repairs deferred further

Priority 2 – Recommended

- Sensible improvements to existing conditions that are not required for the basic function of the facility
- Overall usability improvement
- Long term maintenance cost reduction

Priority 3 – Deferred

- No immediate disruption to facility function
- Predictable future failure/replacement will be required

Totals Column (work items)

The *Totals* column is the sum of the Priority columns 1, 2, and 3, for each work item. The *Totals* column also shares the sum of the *Total* row and *Total Inflated* rows at the lower right corner.

Total Row (scopes)

The *Total* row is the sum of the Priority columns 1, 2, 3, and *Totals* column, for each category. The *Total* row and *Total Inflated* rows are totaled at the lower right corner.

Total Inflated Row

The *Total Inflated* row is the sum of the Priority columns 1, 2, 3, and *Totals* column for each category multiplied by a coefficient to determine the inflated cost at a rate of 5% and compounded annually.

Priority 1 is shown with an inflation factor for work to be performed within a 2 yr period.

Priority 2 is shown with an inflation factor for work to be performed within a 5 yr period.

Priority 3 is shown with an inflation factor for work to be performed within a 10 yr period.

The *Total* row and *Total Inflated* rows are totaled at the lower right corner.

The Assessment is broken into five categories with specific evaluation concerns in each:		
<p>1. Site Storm Drainage Drives and Walks Landscaping Site Improvements Play Areas Sanitary System Accessible Parking and Entrance Approach</p>	<p>2. Building Envelope Roofs Exterior Walls Windows Exterior Entrances and Doors Thermal Insulation Accessible Egress and Ingress Building Structural System</p>	<p>3. Building Interiors Floor Finishes Wall Finishes Ceiling Finishes Interior Doors and Exitways Code Compliance Issues Accessibility for the Disabled Hazardous Material Remediation</p>
<p>4. Mechanical Domestic Hot Water Generation Cold Water Services Gas Services Piping for Plumbing Systems Plumbing Fixtures Heat Generation Cooling System Piping for Heating Systems Temperature Controls Ventilation Accessible Plumbing Fixtures</p>	<p>5. Electrical Main Services and Distribution Renewable Energy Convenience Power Fire Alarm Systems Lighting Systems Emergency Lighting Systems Communications Systems Computer Network & Technology Systems Site Lighting Electrical Features for the Disabled Security System</p>	

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BUILDING DATA

ORLEANS ELEMENTARY SCHOOL

GENERAL INFORMATION:	
Building:	Orleans Elementary School
Address:	46 Eldredge Park Way, Orleans, MA 02653
Building & Facilities Manager:	Ron Collins
CODE CLASSIFICATION:	
Occupancy:	E - Educational
Construction Type:	IIB Unprotected with Sprinkler System
BUILDING HISTORY:	
Original Building:	1956 – 19,200 SF
Addition:	1960 – 9,200 SF
Addition:	1990 – 24,700 SF
SITE / BUILDING AREA:	
Site Area:	23 acres
Total Building Area:	53,100 SF
SITE COMPONENTS:	
Parking/Driveways:	Bituminous paving with a small amount of parking on compacted soil.
Walkways:	Bituminous, concrete, and small amounts of brick paving with some granite cobblestone curbs.
Lighting:	Exterior surface mounted and bollard exterior lighting.
Storm Drainage	External gutter and downspouts; water discharges directly onto splash blocks on grade with natural stormwater percolation into earth and catch basins.
Sanitary System:	Onsite septic system with 11,000 Gallon Tank installed in 1990.
Play Areas:	Natural grass playfields, Orleans Community Playground and bituminous play areas.



MECHANICAL / ELECTRICAL COMPONENTS:	
Water Service:	Town Water.
Domestic Hot Water:	(2) Domestic gas fired water heater storage tanks.
Fire Suppression:	Dry and wet automatic systems.
Heating Systems:	(2) Separate Boiler Rooms; The main gas fired water boiler serves two thirds of the building, Unit Ventilators for Classrooms with Fin Tube in Corridors. RTUs serve the Gymnasium and Library.
Cooling Systems:	RTUs serve the Main Office for cooling with ductless mini-split systems serving Nurse, Computer Lab and Offices in Administration.
Electric Service:	120/208 volt (3) phase (4) wire rated at 400 amperes.

ASSESSMENT

BUILDING DATA (CONTINUED)

ARCHITECTURAL COMPONENTS:			
Foundation:	Reinforced concrete.	Window Systems:	Aluminum frames with insulated glazing.
Super Structure:	Steel and wood framing and concrete masonry units.	Exterior Doors	Aluminum storefront entries, hollow metal at classrooms, gym, and cafeteria.
Floor Structure:	Reinforced Concrete Slab.		
Floor Finish:	VCT in corridors and some classrooms. Carpet in offices and some classrooms. Quarry tile in kitchens. Ceramic tiles in most toilet rooms and janitor closets. Exposed concrete in mechanical spaces. Hardwood in cafetorium. Resilient vinyl in gym. Rubber floor in main atrium, stage ramp, and some entries.	Interior Doors	Hollow metal and hollow metal with glass with hollow metal frames.
		Wall Finishes:	Paint over concrete masonry units, brick, vertical board and batten, gypsum wall board and metal panels in gym.
Roof Structure:	Wood rafters and steel beams in Gym and Cafeteria.	Ceiling Finishes:	Suspended ACT typical with exposed painted deck in Gym and Cafeteria, Glass at Atriums, Painted GWB at classrooms in 1990 wing and in Library.
Exterior Walls:	1956 original and 1960 addition: CMU & brick walls and CMU & shingle walls. 1990 addition: Shingles on batt insulated, wood studs.		
Roofing:	EPDM membrane and asphalt shingles.	Conveying Systems:	Not applicable as single floor level with some concrete exterior ramps with metal handrails.

Category	Priority 1	Priority 2	Priority 3	Total
RENOVATION - Building Summary		Orleans Elementary School		
1. SITE	7,105,267	0	275,990	7,381,257
2. BUILDING ENVELOPE	7,342,595	2,696,928	257,725	10,297,248
3. BUILDING INTERIORS	4,500,795	169,000	1,600,820	6,270,615
4. MECHANICAL	1,777,880	173,212	5,344,300	7,295,392
5. ELECTRICAL	620,100	2,596,100	1,049,776	4,265,976
^{1,2} Total:	21,346,637	5,635,240	8,528,611	35,510,488
Total Inflated @ 5% Compounded Annually	23,534,667	7,192,153	13,892,209	44,619,029

¹ Totals include Soft Costs (30%): Contingency, Administration and A/E Fees.

² Excludes approx. \$8M-11M Structural Modifications as described in the Executive Summary.

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
1. SITE						ORLEANS ELEMENTARY SCHOOL				
1.1 Damaged Bituminous: Paving is cracked, heavily deteriorated and has areas of ponding. Replace bituminous paving and base. Regrade to eliminate ponding, provide accessible slopes and provide subsurface drainage.		3,600	SY	80.00	288,000	374,400	374,400			374,400
1.2 Inadequate width at Driveway: The main driveway is too narrow at location of fire hydrant and utility pole. This causes vehicle back ups as two vehicles are unable to pass through this area. Relocate the fire hydrant and utility pole and provide additional paved area.		1	LS	75,000.00	75,000	97,500			97,500	97,500
1.3 Parking Spaces at Front Parking Lot: Create accessible parking spaces located on the shortest route to the front entrance. Provide van accessible space(s) as required. For a parking lot with five accessible spaces, one must be van accessible. (Accessibility)		5	EA	7,500.00	37,500	48,750	48,750			48,750
1.4 Parking Lot serving Tennis Courts: Provide accessible spaces. (Accessibility)		1	EA	7,500.00	7,500	9,750	9,750			9,750
1.5 Signage at Accessible Parking Space serving Baseball Fields: Provide signage at one of the accessible parking spaces. (Accessibility)		1	EA	500.00	500	650	650			650
1.6 Curb Ramps at Front Parking Lot: Regrade curb ramps as they exceed the allowable slope. (Accessibility)		2	EA	4,500.00	9,000	11,700	11,700			11,700

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
1. SITE						ORLEANS ELEMENTARY SCHOOL				
1.7 Curb Cut at Baseball Fields: Regrade curb ramp as it exceeds the allowable slope. (Accessibility)		1	EA	4,500.00	4,500	5,850	5,850			5,850
1.8 Bituminous Play Area: Provide new painted mural on play area.		1,500	SF	4.00	6,000	7,800			7,800	7,800
1.9 Concrete sidewalks: Replace cracked concrete sidewalks at miscellaneous areas. (Accessibility)		100	SY	130.00	13,000	16,900	16,900			16,900
1.10 Storm Drainage: Storm drainage at rear of building drains directly onto paved areas and creates potential ice hazards during freezing temperatures. Install drywells for stormwater retention and controlled infiltration into ground and provide native plant materials in the landscape swales.		1	LS	80,000.00	80,000	104,000			104,000	104,000
1.11 Inadequate Front Sidewalk: Provide a 6' wide sidewalk with curb from Eldredge Parkway to school drop-off.		200	SY	130.00	26,000	33,800			33,800	33,800
1.12 Inadequate Front Sidewalk: Provide a 6' wide sidewalk with curb from school drop off to end of parking lot at Gymnasium. (Accessibility)		300	SY	130.00	39,000	50,700	50,700			50,700
1.13 Accessible Route from Classrooms: Create a paved walkway to connect classroom doors to site components. (Accessibility)		933	SY	130.00	121,290	157,677	157,677			157,677

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
1. SITE						ORLEANS ELEMENTARY SCHOOL				
1.14 Accessible Route to Tennis Courts, Basketball Courts, Baseball Fields, and Bleachers: Due to gravel paths and grass there are no accessible routes to these areas. Provide accessible paved pathways. (Accessibility)		250	SY	130.00	32,500	42,250	42,250			42,250
1.15 Access to Tennis Courts, Basketball Courts, Baseball Fields: Provide concrete ramps, landings, and metal railings to create access to ball fields, tennis and basketball courts. (Accessibility)		3	EA	100,000	300,000	390,000	390,000			390,000
1.16 Tennis Courts Gate & Landing: There is inadequate landing and too high threshold to gate. Provide a smooth, level, concrete landing and threshold to these courts. (Accessibility)		1	LS	2,500.00	2,500	3,250	3,250			3,250
1.17 Baseball Field Bleachers: Provide a level 30" x 48" concrete landing for clear floor space adjacent to the bleachers. (Accessibility)		1	LS	2,000.00	2,000	2,600	2,600			2,600
1.18 Fencing at Cafeteria Loading area: Replace 6' high wood stockade portion of fence and gate in this area as it is showing signs of rot and is approaching its expected end of useful life.	2010 +/-	44	LF	75.00	3,300	4,290			4,290	4,290

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
1. SITE						ORLEANS ELEMENTARY SCHOOL				
1.19 Fencing near Fields: Split rail fence at north of gym and above steep grade change is in reasonable condition, but is anticipated to require maintenance in 10 years.	2010 +/-	1	LS	4,500.00	4,500	5,850			5,850	5,850
1.20 Lawns: Provide 4" of loam and seed areas that have exposed, bare and sandy soils.		500	SY	20.00	10,000	13,000			13,000	13,000
1.21 Shrubs and Groundcovers: Many existing shrubs and groundcovers are growing too close to exterior walls causing scratching of shingles and preventing proper air movement. Prune to allow at least 12" clear from shingles.		1	LS	7,500.00	7,500	9,750			9,750	9,750
1.22 Step down at Egress Doors: Many egress doors have a step or two to get to grade. Provide a landing that connects to accessible route for doors 1, 2, 5, 6, 7, 8, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 40, 41, and 45. (Accessibility)		26	EA	3,500	91,000	118,300	118,300			118,300
1.23 Accessible Egress from Doors: Some egress doors have a small difference in elevation from threshold to grade or do not have adequate maneuvering space at pull side of door handle. These will require regrading to create an accessible landing with a slope not to exceed 2%. These doors include #9,14,15, 35, 36, 37, 38, 39, 40, 41, 42, and 43. (Accessibility)		12	EA	1,500	18,000	23,400	23,400			23,400

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
1. SITE						ORLEANS ELEMENTARY SCHOOL				
1.24 Non-compliant Ramp at Entrance near Gym Door 3: Replace with accessible ramp with level landings at top and bottom, as well as edge protection and handrails continuous throughout the total length of the ramp run. (Accessibility)	1990	1	LS	150,000	150,000	195,000	195,000			195,000
1.25 Picnic Tables: Picnic tables do not have the required knee and toe clearance for a forward approach. Replace with ones that have include accessible seating. (Accessibility)		24	EA	1,200.00	28,800	37,440	37,440			37,440
1.26 Picnic Tables Substrate: Tables are located on bare soil and grass. Provide concrete or bituminous patios located along the accessible route. (Accessibility)		350	SY	130.00	45,500	59,150	59,150			59,150
1.27 Playground: Provide additional ground-level play components and an accessible route between elements. (Accessibility)		1	LS	75,000.00	75,000	97,500	97,500			97,500
1.28 Modular Classrooms: Provide 12 leased modular classrooms to enable phased construction of new school. This cost includes estimates for installation and removal at end of project construction.		12	EA	350,000	4,200,000	5,460,000	5,460,000			5,460,000
Total							7,105,267	0	275,990	7,381,257
Total Inflated @ 5% Compounded Annually							7,833,557	0	449,559	8,283,115

¹Total includes Soft Costs (30%): Contingency, Administration and A/E Fees.

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
2. BUILDING ENVELOPE						ORLEANS ELEMENTARY SCHOOL				
2.1 Create Vestibules: At Door Entries # 3, 11, 18, and 27 provide additional doors and insulated storefront to create air lock vestibules to bring building up to current energy efficiency codes.		4	EA	40,000.00	160,000	208,000			208,000	208,000
2.2 Downspout Roof Drainage: Provide splash blocks at base of downspouts throughout.		35	EA	1,200.00	42,000	54,600		54,600		54,600
2.3 Dirty Brick Walls: Clean walls of efflorescence, algae, and mold.		1,250	SF	15.00	18,750	24,375			24,375	24,375
2.4 Damaged grout at Brick Walls: Clean and repoint miscellaneous areas of brick walls.		300	SF	45.00	13,500	17,550			17,550	17,550
2.5 Stained Painted Concrete Masonry Walls: Prep and paint stained and painted CMU pier walls.		300	SF	20.00	6,000	7,800			7,800	7,800
2.6 Exterior Hollow Metal Doors, Frames & Hardware: Replace rusted exterior metal doors, frames and hardware located at the K through 2 Wing.		12	EA	10,000.00	120,000	156,000	156,000			156,000
2.7 Windows in 1990 Additions: Replace windows and trim in 1990 additions. Most of the operable window sashes have damaged seals and sealants are heavily degraded and peeling away from aluminum frames. Window sills are sloped in toward building.	1990	2,400	SF	400.00	960,000	1,248,000	1,248,000			1,248,000

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
2. BUILDING ENVELOPE						ORLEANS ELEMENTARY SCHOOL				
2.8 Wall damage in 1990 Additions: Replace damaged studs, insulation, sheathing, shingles and interior gypsum wall board at areas that have been damaged from failed Classroom and Library windows.		1,275	SF	32.00	40,800	53,040	53,040			53,040
2.9 Shingle Siding: The existing shingle siding shows signs of mold and mildew in some areas, and rot in other areas. It is the inherent nature of this material to weather unevenly and decompose. Consider replacing with a cementitious siding or a natural cedar siding with a bleaching stain.		14,000	SF	40.00	560,000	728,000		728,000		728,000
2.10 Mastic at Shingle Siding is an asbestos containing material: Abate mastic on exterior cmu walls.		23,070	SF	40.00	922,800	1,199,640		1,199,640		1,199,640
2.11 Shingles too close to finish grade: Remove cedar shingles that are within 12" of finished grade. Replace with 1x composite lumber and provide flashing.		2,300	LF	45.00	103,500	134,550		134,550		134,550
2.12 Rotted wood at base of Columns: Remove trim at bottom 12" of columns and replace with 1x composite lumber.		24	LF	45.00	1,080	1,404		1,404		1,404
2.13 Columns at Kindergarten Wing: Prep and paint worn columns.		240	SF	12.00	2,880	3,744		3,744		3,744
2.14 Damaged Soffit: Repair or replace damaged areas of soffits.		300	SF	25.00	7,500	9,750		9,750		9,750

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
2. BUILDING ENVELOPE						ORLEANS ELEMENTARY SCHOOL				
2.15 Soffits: Prep and paint discolored soffits throughout.		3,300	SF	12.00	39,600	51,480	51,480			51,480
2.16 Damaged trim at roof fascia, vent fascia, column covers: Remove damaged trim and replace with composite material.		1,000	LF	25.00	25,000	32,500	32,500			32,500
2.17 Non-compliant Thresholds: Provide new accessible door thresholds at doors # 3, 9, 10, 11, and 13. (Accessibility)		5	EA	1,500.00	7,500	9,750	9,750			9,750
2.18 Automatic Door Opener at Entry 1 and Entry near Gym: Replace or make existing door opener operational. (Accessibility)		2	EA	5,000.00	10,000	13,000	13,000			13,000
2.19 Atriums are inefficient and uncomfortable: The three existing glazed atriums are either very cold or too hot as they are inadequately insulated. The structures may not be compliant with modern snow and wind loads. Replace with new energy efficient glazing and adequate structure.	1990	1,250	SF	400.00	500,000	650,000	650,000			650,000
2.20 Window shading devices: Replace window shades at all exterior classroom and office conditions, provide dual light filtering and blackout shades for security purposes.		2,900	SF	12.00	34,800	45,240		45,240		45,240
2.21 Create Eave Overhangs: Provide new 12" eave extensions to 1990 additions to bring drip edge away from existing exterior walls and therefore minimize water damage.		1,080	LF	350.00	378,000	491,400	491,400			491,400

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
2. BUILDING ENVELOPE						ORLEANS ELEMENTARY SCHOOL				
2.22 EPDM Roofs: The existing EPDM roofing membrane of the 1955 and 1960 portions of the building has been leaking and is at the end of its life expectancy. Replace with a new light colored roofing membrane (thermoplastic Polyolefin-TPO) over recovery board, insulation and vapor barrier. Provide new roof to wall flashings. Provide new PT blocking and fascia to allow for thicker roof assembly. Replace fascia panels that provide transition from roof to existing building.	2004	32,350	SF	70.00	2,264,500	2,943,850	2,943,850			2,943,850
2.23 Roof Drains: Roof drains on EPDM roof may need repair or replacement.		12	EA	4,000.00	48,000	62,400	62,400			62,400
2.24 Asphalt Shingle Roofs: The shingle roof systems on the 1990 additions are at the end of their life expectancy. Replace with new asphalt shingles, insulation and vapor barrier. Provide new PT blocking and fascia to allow for thicker roof assembly. Provide new roof to wall flashings. Replace all wood trim with composite trim. Replace gutters and downspouts.	1990	21,650	SF	55.00	1,190,750	1,547,975	1,547,975			1,547,975
2.25 Sky domes: Replace sky domes which are reaching their anticipated end of useful lifespan.		8	EA	8,000.00	64,000	83,200	83,200			83,200

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
2. BUILDING ENVELOPE						ORLEANS ELEMENTARY SCHOOL				
2.26 Security Upgrades: Upgrade current building security. This could include replacing glass at strategic areas with impact resistant glazing and providing surveillance cameras and door alarms.		1	LS	400,000	400,000	520,000		520,000		520,000
Total							7,342,595	2,696,928	257,725	10,297,248
Total Inflated @ 5% Compounded Annually							8,095,211	3,442,039	419,807	11,957,057

¹Total includes Soft Costs (30%): Contingency, Administration and A/E Fees.

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
3. BUILDING INTERIORS						ORLEANS ELEMENTARY SCHOOL				
3.1 VCT Flooring: VCT flooring is worn and beyond its useful life. Remove and install new VCT.		23,000	SF	14.00	322,000	418,600			418,600	418,600
3.2 Vinyl base at VCT: The existing vinyl base at VCT will be replaced when VCT is replaced.		2,100	LF	15.00	31,500	40,950			40,950	40,950
3.3 Worn Carpet in Library: Replace carpet which is showing signs of wear with frayed seams and dingy appearance.		320	SY	100.00	32,000	41,600			41,600	41,600
3.4 Vinyl Base at Library: Vinyl base will be replaced when carpet is replaced.		280	LF	15.00	4,200	5,460			5,460	5,460
3.5 Carpet in Classrooms and Offices: Carpets have recently been installed, but will reach their expected useful end of life and will need to be replaced.		105	SY	100.00	10,500	13,650			13,650	13,650
3.6 Rubber Floor at Atrium and some entrances: Replace rubber floors which are showing signs of wear and tear.		2,000	SF	20.00	40,000	52,000			52,000	52,000
3.7 Vinyl Base at Carpeted Classrooms and Offices: Vinyl Base will be replaced when these carpets are replaced.		2,100	LF	15.00	31,500	40,950			40,950	40,950
3.8 Wood Floor: Strip, sand, and refinish wood floor at Cafetorium.		3,000	SF	7.50	22,500	29,250			29,250	29,250
3.9 Vinyl Gym Wood Floor: Replace original vinyl floor and provide striping as it is approaching it's end of useful life.	1990	5,000	SF	22.00	110,000	143,000			143,000	143,000

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
3. BUILDING INTERIORS						ORLEANS ELEMENTARY SCHOOL				
3.10 Damaged Gable Walls in Gym: Replace damaged perforated metal panels with heavier gauge metal panels.		1,000	SF	25.00	25,000	32,500			32,500	32,500
3.11 Non-compliant Signage: Install accessibility compliant signage throughout. (Accessibility)		130	EA	75.00	9,750	12,675	12,675			12,675
3.12 Hazardous Material Remediation: Abate miscellaneous interior asbestos per AHERA Report.		1	LS	120,000	120,000	156,000		156,000		156,000
3.12 Hazardous Material Study: Assessment of underground utility trenches within the 1956 classrooms to determine if Asbestos Containing Material (ACM) is present.		1	LS	10,000.00	10,000	13,000		13,000		13,000
3.13 Kitchen Renovation: Completely renovate kitchen with new floors, ceilings, doors, etc. (Accessibility)		1,260	SF	250.00	315,000	409,500	409,500			409,500
3.14 2' x 4' ACT Ceilings: Replace all 2' x 4' acoustic ceiling tiles with new 2' x 2' ACT. The ACT in corridors, media center and other areas is sagging and stained. There are classrooms with newer 2' x 4' ACT, but these areas will need new LED light fixtures and will require new ceilings.		26,000	SF	10.00	260,000	338,000			338,000	338,000
3.15 Paint Walls: Interior walls are dated and require patching and repainting throughout.		72,000	SF	4.00	288,000	374,400			374,400	374,400
3.16 Intercom at Entry 2: Lower intercom so highest operable part does not exceed 48" AFF. (Accessibility)		1	EA	750.00	750	975	975			975

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
3. BUILDING INTERIORS						ORLEANS ELEMENTARY SCHOOL				
3.17 Door Bell at Entry 1: Lower doorbell so highest operable part does not exceed 48" AFF. (Accessibility)		1	EA	750.00	750	975	975			975
3.19 Door Hardware: Some doors have opening hardware requiring tight grasping, pinching, or twisting of the wrists to operated. Replace door knobs at door at Teachers' Lounge and Work Room. (Accessibility)		2	EA	750.00	1,500	1,950	1,950			1,950
3.20 Recessed Doorways: Some doors are recessed greater than 6" on the latch push side and/or pull side. Modify frame and adjacent gypsum wall board and stud walls at the affected classroom doors in Corridors 2 and 3. (Accessibility)		11	EA	25,000.00	275,000	357,500	357,500			357,500
3.21 Classroom Sinks & Water Fountains: The sinks and water fountains lack the required knee and toe clearances due to the cabinetry. Replace sinks and the surrounding casework. (Accessibility)		23	EA	3,800.00	87,400	113,620	113,620			113,620
3.22 Restrooms: Existing restrooms are dated, not accessible and contain Asbestos Containing Material (ACM). Replace all floor finishes, wall finishes, fixtures and toilet accessories in all toilet rooms. (Accessibility)		9,000	SF	250.00	2,250,000	2,925,000	2,925,000			2,925,000
3.23 Classroom furniture: Provide appropriate accessible furniture. (Accessibility)		1	LS	14,000.00	14,000	18,200	18,200			18,200

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
3. BUILDING INTERIORS						ORLEANS ELEMENTARY SCHOOL				
3.24 Classroom furniture: Replace 50% of existing classroom furniture due to existing being beyond useful life.		1	LS	54,200.00	54,200	70,460			70,460	70,460
3.25 Fire Extinguisher: An existing fire extinguisher and cabinet in CMU wall is mounted too high with the highest operable part at 59" above the finish floor. Lower the extinguisher so that the highest operable part does not exceed 48". This operation will require cutting of CMU and the associated work to repair. (Accessibility)		1	EA	2,000.00	2,000	2,600	2,600			2,600
3.26 Ramp in Cafeteria: Replace non-compliant ramp. (Accessibility)		1	LS	75,000.00	75,000	97,500	97,500			97,500
3.27 Cafeteria Stair Rail: Provide handrail extensions at both top and bottom of stairs. (Accessibility)		1	LS	1,000.00	1,000	1,300	1,300			1,300
3.28 Doors with High Vision Panels: Replace doors at Classroom 34 and Nurse's Office due to vision panel exceeding 43" above finish floor. (Accessibility)		2	EA	2,500.00	5,000	6,500	6,500			6,500
3.29 Gymnasium Bleachers: Provide full replacement of bleachers with wheelchair spaces for accessibility compliance. (Accessibility)	1990	1	LS	175,000	175,000	227,500	227,500			227,500
3.30 Teachers' Lounge Door #6: Remove 24" wide door and frame in Teachers' Lounge, infill and patch. (Accessibility)	1960	1	LS	7,500	7,500	9,750	9,750			9,750

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
3. BUILDING INTERIORS						ORLEANS ELEMENTARY SCHOOL				
3.31 Door at Nurse's Office: There is less than 18" of maneuvering clearance on the latch pull side of door. Reconstruct this area to create required space. (Accessibility)	1960	1	LS	2,500.00	2,500	3,250	3,250			3,250
3.32 Connecting Entry Corridor Ceiling, adjacent to Rooms 33 and 34: Ceiling height is too low, insufficient space above to update utilities. Reconstruct area by raising the roof to create required space.	1956	400	SF	600.00	240,000	312,000	312,000			312,000
Total							4,500,795	169,000	1,600,820	6,270,615
Total Inflated @ 5% Compounded Annually							4,962,126	215,692	2,607,567	7,785,385

¹Total includes Soft Costs (30%): Contingency, Administration and A/E Fees.

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
4. MECHANICAL						ORLEANS ELEMENTARY SCHOOL				
4.1 Sanitary System Connection: Connect building to proposed City sewer system.		680	LF	100.00	68,000	88,400			88,400	88,400
4.2 Sanitary Waste Piping: Replace all existing sanitary waste piping.		53,000	SF	15.00	795,000	1,033,500	1,033,500			1,033,500
4.3 Domestic Water Service Backflow Preventer: Provide backflow preventer at the domestic water service at Kitchen, K-2 Wing and large Mechanical Room.		3	EA	5,000.00	15,000	19,500		19,500		19,500
4.4 Ventilation: Replace exhaust fans at miscellaneous toilet rooms.		4	EA	2,500.00	10,000	13,000	13,000			13,000
4.5 Domestic Waterline Distribution Piping: Replace this system of piping that has surpassed its expected life cycle and has been failing.		53,000	SF	5.00	265,000	344,500	344,500			344,500
4.6 Unit Heaters at Entry Points: Replace ceiling mounted vestibule and entry unit heaters.		6	EA	2,500.00	15,000	19,500			19,500	19,500
4.7 Accessible Drinking Fountains: Replace existing drinking fountains at Corridor 2 and Cafeteria to create ADA compliant bi-level water fountain and bottle filling stations. (Accessibility)		2	EA	3,800.00	7,600	9,880	9,880			9,880
4.8 Kitchen Equipment: Replace all Kitchen equipment as it is original to building and past its expected life cycle.		580	SF	500.00	290,000	377,000	377,000			377,000
4.9 Failing Sprinkler system in K-2 Wing: Replace the existing, dry sprinkler system at the K through 2 wing.		14,780	SF	8.00	118,240	153,712		153,712		153,712

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
4. MECHANICAL						ORLEANS ELEMENTARY SCHOOL				
4.10 Mechanical System: In order to comply with the Green Communities' objectives, replace existing HVAC equipment with Variable Refrigerant Flow (VRF).		53,000	SF	76.00	4,028,000	5,236,400			5,236,400	5,236,400
Total							1,777,880	173,212	5,344,300	7,295,392
Total Inflated @ 5% Compounded Annually							1,960,113	221,067	8,705,302	10,886,482

¹Total includes Soft Costs (30%): Contingency, Administration and A/E Fees.

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
5. ELECTRICAL						ORLEANS ELEMENTARY SCHOOL				
5.1 Building Electric Service: Replace existing 120/208V, 3 Phase, 4 wire 400 AMP.		1	LS	250,000	250,000	325,000		325,000		325,000
5.2 Building Electric Service Room: Existing Electric Room is too small. Construct a new or enlarge the existing room.		100	SF	1,000.00	100,000	130,000		130,000		130,000
5.3 Fire Alarm Systems: Upgrade fire alarm system including horns, strobes, and pull stations to comply with ADA requirements. FA Strobes in original building need to be upgraded to meet NFPA 72/UL 1971 flash rate standards.		53,000	SF	3.00	159,000	206,700	206,700			206,700
5.4 Backup Generator - 85kW/ 106kVA Generac Generator: Replace outdated generator and its automatic transfer switch as it is reaching the end of its expected life cycle.		1	LS	250,000	250,000	325,000		325,000		325,000
5.5 Lighting Systems: Replace lighting fixtures and incorporate controls to provide light shut off ability, light reduction controls, daylighting controls and occupancy sensors.		53,000	SF	10.00	530,000	689,000		689,000		689,000
5.6 Emergency Lighting Systems: Install emergency lighting and exit signage throughout.		53,000	SF	6.00	318,000	413,400	413,400			413,400
5.7 Electric Distribution System: Replace outdated existing system.		53,000	SF	15.00	795,000	1,033,500		1,033,500		1,033,500
5.8 Site Lighting: Add Pole & Bollard mounted site lights for improved night visibility.		12	EA	6,000.00	72,000	93,600		93,600		93,600

ASSESSMENT

Work Item Description	Year Inst.	Qty	Unit	Unit Cost	Total	¹ Total w/ Soft Costs	Priority 1	Priority 2	Priority 3	Totals
5. ELECTRICAL						ORLEANS ELEMENTARY SCHOOL				
5.9 Photovoltaic System: In order to complement the Green Communities' objectives, add photovoltaic system and battery backup to roof.		1	SF	800,000	800,000	1,040,000			1,040,000	1,040,000
5.10 Electrical Wiring Support: There is shallow depth from ceiling to deck. Add cable trays in corridors to provide adequate access pathway for cables above ACT ceilings.		940	LF	8.00	7,520	9,776			9,776	9,776
Total							620,100	2,596,100	1,049,776	4,265,976
Total Inflated @ 5% Compounded Annually							683,660	3,313,355	1,709,974	5,706,989

¹Total includes Soft Costs (30%): Contingency, Administration and A/E Fees.

SITE PHOTOGRAPHS



1. Pavement is patched and cracked.



2. Not enough parking spaces and inadequate lighting.



3. Deep gap between bituminous and concrete walkway.



4. Concrete sidewalk is cracked.



5. Teacher parking area is non-compliant and unpaved.



6. Topsoil in many areas is eroded.

PHOTOGRAPHS

SITE PHOTOGRAPHS



7. Topsoil is eroded and classroom doors are not MAAB accessible to outdoors.



8. More examples of eroded soil and gym exit doors are not MAAB accessible.



9. Drainage area has eroded soils.



10. Inadequate walkway from Eldredge Park Way and driveway is too narrow. Wood timbers are inadequate to delineate parking from sidewalk.



11. Large puddle in driveway.



12. Bituminous play area is heavily cracked.

BUILDING ENVELOPE PHOTOGRAPHS



1. Brick is discolored adjacent to main entry.



2. Brick is discolored on north elevation.



3. Column covers are water damaged.



4. Paint is peeling on soffits.



5. Shingles in some areas are too close to finish grade.



6. Soffits and wood fascia is peeling.

PHOTOGRAPHS

BUILDING ENVELOPE PHOTOGRAPHS



7. Many windows in 1990's addition have failed seals.



8. Sealants at windows have failed and wood trim is damaged.



9. Damaged wall and shingles due to window failure.



10. Window failure has caused damage to shingle siding.



11. Indication of extent of repair required at damaged windows.



12. Eaves are lacking adequate overhang to prevent water damage.

BUILDING ENVELOPE PHOTOGRAPHS



13. Window has failed and lack of adequate overhang at eave has damaged siding.



14. Water damage is evident at vent dormers.



15. Downspout is damaged and water is creating stains on CMU & siding.



16. Door frames are rusted.



17. Wood trim is damaged.



18. Hollow metal door has rust and oxidized paint. Wood fascia is peeling.

Note: Downspouts terminating onto sidewalks and other hard surfaces do not channel stormwater to subsurface or basin retention areas creating a potential for slip hazards during icy conditions.

PHOTOGRAPHS

INTERIORS PHOTOGRAPHS



1. VCT floors are damaged.



2. VCT floors are cracked and mismatched.



3. Rubber floors are worn.



4. Ceramic Tile in Toilet Rooms is damaged.



5. Library carpet has reached its anticipated end of useful life.



6. Quarry Tile and hardwood floor in Cafetorium are worn.

INTERIORS PHOTOGRAPHS



7. Windows have failed and sills water damage is evident.



8. Classroom casework is damaged.



9. Metal Panels in Gym are damaged.



10. Acoustic Ceiling Tiles are damaged.



11. 2x4 Acoustic Ceiling Tiles are stained.



12. 2x4 Acoustic Ceiling Tiles are damaged.

PHOTOGRAPHS

MECHANICAL PHOTOGRAPHS



1. Ceiling unit heaters at entry points are outdated.



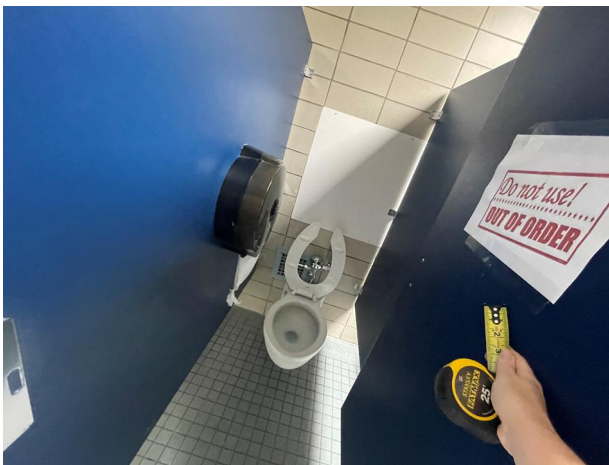
2. There is inadequate clearance at drinking fountains.



3. Kitchen equipment is outdated.



4. Piping is outdated.



5. Evidence of repair at failing water pipes.



6. Sinks and drinking fountains are not accessible.

ELECTRICAL PHOTOGRAPHS



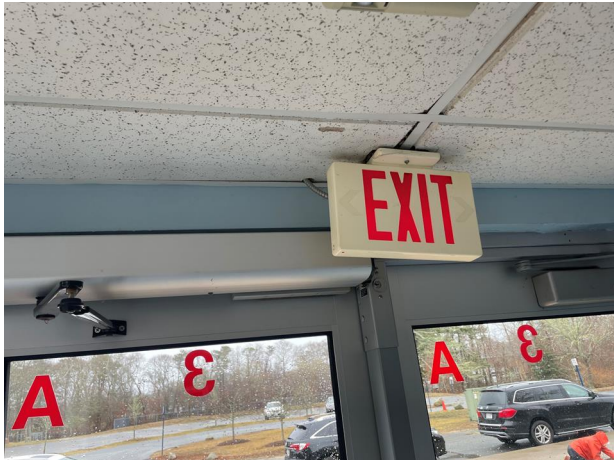
1. Electric/utility room is undersized for equipment upgrades.



2. Lighting is outdated.



3. Generator is past its anticipated useful lifespan.



4. Exit lights are outdated.



5. Site lighting is inadequate and transformer is unprotected.



6. Fire alarm system is outdated.

ACCESSIBILITY AUDIT REPORT

April 21, 2023

To: Melissa Boynton, Habib & Associates Architects
From: Aida Villoria
Cc: J George, Josh Safdie

Re: Orleans Elementary School – Accessibility Audit



ARCHITECTURE
+ACCESSIBILITY

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On Friday, February 23, 2023, KMA auditors J George and Aida Villoria performed a comprehensive accessibility audit of the immediate site, entrances, and all public and employee spaces at Orleans Elementary School, located at 46 Eldredge Park Way, Orleans, MA. The purpose of this audit was to identify conditions that do not comply with either the Americans with Disabilities Act (ADA) or 521 CMR: the Rules and Regulations of the MA Architectural Access Board (MAAB).

Renovations are planned for this building that are expected to exceed 30% of the full and fair cash value of the building, which will trigger full compliance with 521 CMR. Habib & Associates Architects has been hired as the architect of record and understand that any existing architectural barriers within the project area will need to be mitigated, or a variance from the MAAB sought. The architects will use the findings of this report as a basis for their work.

Building Description

Orleans Elementary School was built in 1956 with additions constructed in 1960 and 1990. The one-story building includes various classrooms and offices, a gymnasium, cafeteria, library, nurse's office, and toilet rooms. Exterior elements include a playground area, two baseball fields, three tennis courts, and a basketball court. There are three parking lots serving the building, including five designated accessible parking spaces.

Jurisdictional Overview

Orleans Elementary School is defined under the Americans with Disabilities Act as a *place of public accommodation* and under 521 CMR as a *public building*. As such, it will be subject to certain accessibility requirements when the planned alterations are made to the building.

521 CMR

521 CMR: the Rules and Regulations of the MAAB is a section of 780 CMR: the MA Amendments to the International Building Code 2015. 521 CMR governs the “design, construction, and renovation of public buildings to make them accessible to, functional for, and safe for use by persons with disabilities.” The specific scoping provisions for renovations are reproduced in part here:

3.3 EXISTING BUILDINGS

All additions to, reconstruction, remodeling, and alterations or repairs of existing public buildings or facilities, which require a building permit, or which are so defined by a state or local inspector, shall be governed by all applicable subsections in 521 CMR 3.00: JURISDICTION.

- 3.3.1 If the work being performed amounts to less than 30% of the *full and fair cash value of the building* and
- a. if the work costs less than \$100,000, then only the work being performed is required to comply with 521 CMR; or
 - b. if the work costs \$100,000 or more, then the work being performed is required to comply with 521 CMR. In addition, an accessible public entrance and an accessible toilet room, telephone, drinking fountain (if toilets, telephones and drinking fountains are provided) shall also be provided in compliance with 521 CMR.
- 3.3.2 If the work performed, including the exempted work, amounts to 30% or more of the full and fair cash value of the building (see definitions in 521 CMR 5.00), the entire building is required to comply with 521 CMR.
- 3.3.3 Alterations by a tenant do not trigger the requirements of 521 CMR 3.3.1b and 3.3.2 for other tenants. However, alterations, reconstruction, remodeling, repairs, construction, and changes in use falling within 521 CMR 3.3.1b and 3.3.2, will trigger compliance with 521 CMR in areas of public use, for the owner of the building.

KMA understands that Orleans Elementary School is considering a renovation to the entire building. Because this renovation is expected to cost greater than 30% of the full and fair cash value of the building,

Section 3.3.2 will apply. This means that the Town will have to bring the entire building into compliance with 521 CMR – or request variances not to do so on an issue-by-issue basis, on the basis of *impracticability*.

2010 ADA Standards

Title II of the Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in State and Local Government Services. It further requires buildings and facilities providing these services to be designed, constructed, and altered in compliance with the accessibility standards established under the ADA.

There are two requirements under Title II of the ADA that require a public entity, such as the Town, to remove existing barriers to bring an end to and to prevent discrimination against a person or people with disabilities. These two requirements are:

1. **Program Access:** requires that individuals with disabilities be provided an equally effective opportunity to participate in or benefit from a public entity's programs and services. The ADA requires that public entities provide physical and communication access to each program service or activity. The Town needs to identify and correct policies and practices that have the effect of discriminating against individuals with disabilities.
2. **Alterations:** Any alterations that are performed must conform to the version of the ADA Standards in force at the time of the alterations. Alterations may trigger an obligation to perform additional barrier removal outside the planned scope of work. The ADA accessible path of travel requirement states: "When alterations are made to a primary function area that affect the usability of that area, alterations to provide an accessible path of travel to the altered area must also be made unless the cost is disproportionate." Further, the Town is required to maintain its existing facilities to ensure continued, unfettered, and uninterrupted access to persons with disabilities.

Program Access: To provide Program Access, the Town's fundamental obligation is to consider who uses their programs and services, and to ensure that individuals with disabilities are afforded an equally effective opportunity to participate in, or benefit from, these programs and services, subject only to the limitations of fundamental alteration and/or undue

burden. Therefore, the Town needs to implement policy changes, if necessary, so that persons with disabilities can have full access. Further, the Town must continue to make changes to prevent discrimination and continually work to increase accessibility.




Alterations: Alterations to a primary function area require an accessible path of travel to (entrance) and through (route) the area. Buildings and elements altered after January 23rd, 1993 were required to comply with the 1991 ADA Accessibility Guidelines (“ADAAG”). Buildings and elements altered after March 15, 2012 are required to comply with the 2010 ADA Standards, with the exception that anything altered prior to March 15, 2012 that complies with the 1991 ADA Standards is not required to proactively be brought into compliance with the 2010 ADA Standards.






The alteration requirements under Section 202.4 state in part that “an alteration that affects or could affect the usability of or access to an area containing a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area, including the rest rooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities.” This means that the Town will have to establish an accessible entrance to the building and eliminate any instances of non-compliance along the path of travel leading to or within the building.




Summary of Findings






The following table details the barriers noted during our audit that would need to be mitigated in order to satisfy the above requirements under the ADA and 521 CMR. Please note that this was a comprehensive audit, and so any items within the project area that are not mentioned may be assumed to fully comply with 521 CMR and the ADA Standards.



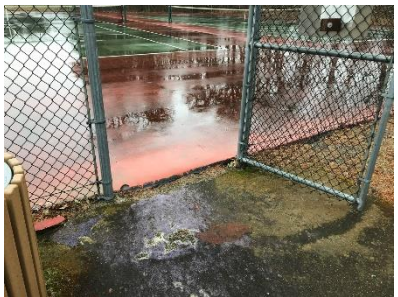


EXTERIOR & ENTRANCE ISSUES





#	Barrier	Photo
1.	<p>Front Parking Lot</p> <p>Some of the designated accessible spaces are not located on the shortest route to the entrance they serve.</p> <p>Some of the designated accessible spaces and their associated access aisles have slopes >2%, @ up to 4.3%.</p> <p>There are no van accessible spaces provided. For a parking lot with five accessible spaces, one must be van accessible.</p> <p>Curb ramps along the route connecting the accessible parking spaces and the entrance have running slopes >8.3%, @ up to 13%, and cross slopes >2%, @ up to 3.8%.</p>	
2.	<p>Parking Lot serving the Tennis Courts</p> <p>The parking lot serving the tennis courts does not provide any accessible spaces.</p> <p>The parking surface is not uniform, paved, or a hard packed smooth surface that prevents pooling or draining water.</p>	
3.	<p>Parking Lot serving the Baseball Fields</p> <p>The designated accessible parking spaces and their associated access aisle have slopes >2%, @ up to 2.5%.</p> <p>One of the accessible parking spaces lacks the required signage.</p> <p>The curb ramp has running slopes >8.3%, @ 11.7%.</p> <p>The curb ramp lacks a level landing at the top of the ramp run, @ 2.3%.</p>	




<p>4.</p>	<p>Main Entrance</p> <p>The threshold is >1/2" high.</p> <p>The intercom is mounted >48" AFF to the highest operable part, @ 58".</p> <p>The doorbell is mounted >48" AFF to the highest operable part, @ 60".</p>	
<p>5.</p>	<p>Secondary Entrance</p> <p>The threshold is >1/2" high.</p> <p>The intercom is mounted >48" AFF to the highest operable part, @ 53".</p> <p>The letter holder is mounted >48" AFF to the highest operable part, @ 53".</p> <p>The reception counter is >36" AFF, @ 41".</p> <p>The automatic door opener was not operational at the time of the audit.</p>	 
<p>6.</p>	<p>Secondary Entrance near Gymnasium</p> <p>The automatic door opener was not operational at the time of the audit.</p> <p>The threshold is >1/2" high.</p> <p>The door lacks a level landing, @ 2.4%.</p> <p>The ramp lacks a level landing at the top, @ 2.4%.</p> <p>The ramp lacks edge protection.</p> <p>The handrails are not continuous throughout the total length of the ramp run.</p>	 





<p>7.</p>	<p>Egress Doors (Typical)</p> <p>Some egress doors lack a level landing, @ up to 27.7%.</p> <p><i>Observed at egress doors #9, egress door #10, egress door #27, egress door #34, classroom 8 egress door, most egress doors to the rear of the building, and art classroom egress door.</i></p> <p>Some egress doors are not accessible due to the step.</p> <p><i>Observed at most egress doors to the rear of the building, teacher's lounge egress door, art classroom egress door, gymnasium egress doors, egress door #5, egress door #27, and egress door #42.</i></p> <p>The maneuvering clearance is <12" on the latch push side of the door.</p> <p><i>Observed at teacher's lounge egress door, and art classroom egress door.</i></p> <p>The glass door lacks the required minimum 10" of smooth surface along the bottom of the push side, @ 7" high.</p> <p><i>Observed at egress door #5, and egress door #34.</i></p>	
<p>8.</p>	<p>Egress Door #9</p> <p>The egress door landing has a change in level >1/4" high and not beveled, @ 3/4".</p> <p>The egress door lacks the required maneuvering clearance on the latch pull side due to the grass surface.</p>	
<p>9.</p>	<p>Egress Door #10</p> <p>The egress door has a threshold >1/2" high or >1/4" high and not beveled @ 1".</p> <p>The vision panel is >43" AFF, @ 46 1/2".</p> <p>The doorbell is mounted >48" AFF to the highest operable part, @ 52".</p>	





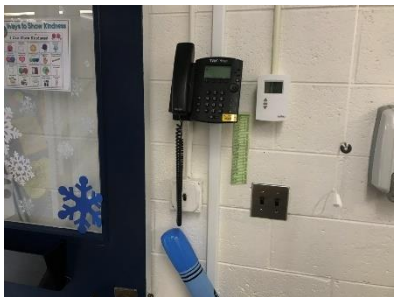
10.	<p>Teachers' Lounge Egress Door</p> <p>The door provides <32" of clear width, @ 24".</p>	
11.	<p>Exterior Ramp at Gymnasium's Egress Door</p> <p>The ramp lacks level landings at the top and bottom of the ramp run.</p> <p>The ramp has slopes >8.3%, @ 8.9%.</p> <p>The transition between the ramp and the bottom landing is abrupt.</p> <p>The handrails lack the required extensions at the bottom of the ramp.</p>	
12.	<p>Walkways around the Building</p> <p>Walkways have cross slopes >2%, @ up to 3.9%, and abrupt changes in level due to material deterioration.</p>	
13.	<p>Picnic Tables</p> <p>The picnic tables are not located on an accessible route due to the grass surface/ step.</p> <p>The picnic tables lack the required knee and toe clearance for a forward approach.</p>	
14.	<p>Trash Cans</p> <p>The trash cans are not located on an accessible route due to the grass, dirt, and mulch surface.</p>	






<p>15.</p>	<p>Playgrounds</p> <p>The playground lacks the required number of ground-level play components and an accessible route between elements due to the woodchips surface.</p> <p>The route leading to the playground area has cross slopes > 2%, @ up to 2.8%.</p>	
<p>16.</p>	<p>Courtyard</p> <p>The courtyard has uneven ground surfaces that create water collection and abrupt changes of level, and slopes >2%, @ up to 3.6%.</p>	
<p>17.</p>	<p>Tennis Courts</p> <p>There is no accessible route to the tennis courts due to the gravel surface.</p> <p>The gate's threshold is > 1/2" high.</p> <p>The gate lacks the required minimum 10" of smooth surface along the bottom of the push side.</p>	
<p>18.</p>	<p>Basketball Courts</p> <p>There is no accessible route provided to the basketball courts due to the grass and excessive slopes.</p>	
<p>19.</p>	<p>Garden</p> <p>There is no accessible route provided to the garden due to the grass and mulch surfaces.</p>	


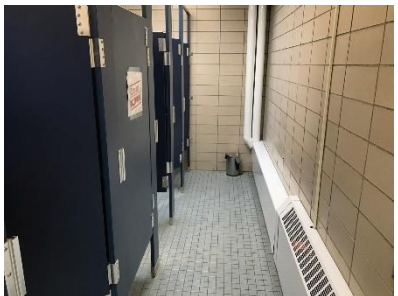



20.	<p>Baseball Field</p> <p>There is no accessible route to the baseball field due to the grass surface.</p> <p>The bleachers are not located along an accessible route due to the grass.</p> <p>There is no level 30" x 48" clear floor space adjacent to the bleachers.</p>	
INTERIOR ISSUES		
21.	<p>Interior Signage (Typical)</p> <p>All rooms lack the required tactile/Braille signage mounted on the latch side of the door.</p> <p>The headroom below the signs provides <80" of vertical clearance, @ 74 1/2" AFF.</p>	
22.	<p>Door Hardware (Typical)</p> <p>Some of the door hardware require tight grasping, pinching, or twisting of the wrist to operate.</p> <p><i>Observed at both doors leading to the food service at the cafeteria, teachers' lounge, and work room.</i></p>	
23.	<p>Exit Signs (Typical)</p> <p>The illuminated exit signs at all accessible means of egress are not identified with the International Symbol of Accessibility (ISA).</p>	

<p>24.</p>	<p>Recessed Doors (Typical)</p> <p>Several doors are recessed >6" on the latch push-side and/or pull-side, @ up to 9". Note: These doors have both a latch and a closer.</p> <p><i>Observed at both doors leading to food service at the cafeteria, most classrooms along corridor 2, and most classrooms along corridor 3.</i></p>	
<p>25.</p>	<p>Tables and Desks (Typical)</p> <p>Some tables lack the required knee and toe clearances for a forward approach.</p> <p><i>Observed at the cafeteria.</i></p> <p>The knee/toe clearances at some desks and tables are <30" wide, @ as little as 18".</p> <p>Some of the children's desks and tables lack the required 25" AFF minimum knee/toe clearance, @ as little as 23".</p> <p><i>Observed at most classrooms.</i></p> <p>Some of the desks and tables lack the required 27" AFF minimum knee/toe clearance, @ as little as 25".</p> <p><i>Observed at teachers' lounge.</i></p>	
<p>26.</p>	<p>Pencils Dispenser</p> <p>The pencil dispenser protrudes >4" into the circulation path, @ 9 1/2".</p>	

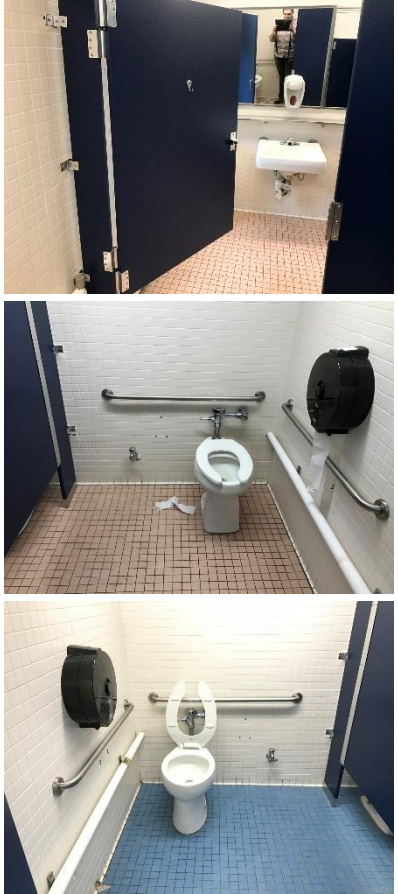

<p>27.</p>	<p>Classroom Sinks & Bubblers (Typical)</p> <p>The sink lacks the required knee and toe clearance for a forward approach due to the cabinetry.</p> <p>The drinking fountain lacks the required knee and toe clearance for a forward approach due to the cabinetry, and the spout is >30" AFF, @ 32".</p> <p>The work room sink faucets require tight grasping, pinching, or twisting of the wrist to operate.</p> <p><i>Note: ADA 606.2 Exception 4 permits children's sinks to provide 24" AFF minimum knee clearance and Exception 5 permits a parallel approach for sinks primarily used by children 5 years and younger. Similarly, ADA 602.2 Exception permits a parallel approach for drinking fountains primarily used by children when the spout is 30" AFF maximum. However, 521 CMR does not distinguish between adult and children's dimensions for classroom sinks nor drinking fountains.</i></p>	
<p>28.</p>	<p>Fire Extinguisher</p> <p>The fire extinguisher is mounted >48" AFF to the highest operable part, @ 59".</p>	
<p>29.</p>	<p>AED Cabinet</p> <p>The AED cabinet is mounted >48" AFF to the highest operable part, @ 58".</p>	
<p>30.</p>	<p>Drinking Fountains</p> <p>There are no drinking fountains for standing persons provided.</p> <p>The drinking fountain near the light gallery #3 lacks the required knee clearance, @ 24" AFF.</p>	

<p>31.</p>	<p>Kitchen</p> <p>The doors leading to the food service provide <32" clear width, @ 29".</p> <p>The doors lack the required 48" pull-side maneuvering clearance perpendicular to the doorway, @ 40" measured to the tray slide.</p> <p>The doors require >5lbs of force to open.</p>	
<p>32.</p>	<p>Cafeteria</p> <p>The ramp has slopes >8.3%, @ up to 8.8%.</p> <p>The ramp lacks edge protection.</p> <p>The handrails lack the required extensions at the bottom of the ramp.</p> <p>The stair to the stage lacks the required handrail extensions at the top and bottom.</p> <p>The drinking fountain's spout is mounted >36" AFF, @ 36 1/2".</p> <p>There is no drinking fountain for standing persons provided.</p>	 
<p>33.</p>	<p>Classroom 34</p> <p>The vision panel is >43" AFF, @ 49".</p>	
<p>34.</p>	<p>Classroom 8</p> <p>The phone is mounted >48" AFF to the highest operable part, @ 63", and it protrudes >4" into the circulation path, @ 6".</p> <p>The hand sanitizer is mounted >48" AFF to the highest operable part, @ 49".</p>	

35.	<p>Library</p> <p>The soap dispenser is mounted >46" above the counter, @ 50".</p> <p>The routes between book stacks provide <36" of clear width, @ 33".</p>	
36.	<p>Gymnasium</p> <p>There are no wheelchair spaces provided at the bleachers.</p> <p>The thermostat cage protrudes >4" into the circulation area, @ 5 1/2".</p>	 
37.	<p>Nurse's Office</p> <p>The maneuvering clearance is <18" on the latch pull side of the door, @ 8".</p> <p>The vision panel is >43" AFF, @ 45 1/2".</p> <p>The letter box is mounted >48" AFF, @ 56".</p> <p>The hand sanitizer is mounted >48" AFF, @ 52".</p>	
38.	<p>Single-User Toilet Room at Music Room</p> <p>The door provides <32" of clear width, @ 23".</p> <p>The room lacks the required footprint and elements for an accessible toilet room.</p>	

<p>39.</p>	<p>Staff Multi-User Toilet Room serving Kitchen</p> <p>The door provides <32" of clear width, @ 28".</p> <p>The door hardware requires tight grasping, pinching, or twisting of the wrist to operate.</p> <p>The room lacks the required footprint and elements for an accessible toilet room.</p>	
<p>40.</p>	<p>Girls' & Boys' Toilet Rooms near Cafeteria</p> <p>The route to the stalls provides <36" of clear width, @ 33 1/2" measured from the stall partition to the radiator.</p> <p><i>Observed at girls' toilet room.</i></p> <p>The urinal flush control is mounted >44" AFF, @ 45".</p> <p>For a toilet room with six or more toilets/ urinals, there is no ambulatory stall provided.</p> <p><i>Observed at boys' toilet room.</i></p> <p>The door provides <32" of clear width, @ 29".</p> <p>The maneuvering clearance is <18" on the latch pull side of the door, @ as little as 13".</p> <p>The knee clearance at the sink is <25" AFF, @ 19 1/2".</p> <p>The pipes underneath the sink are not insulated.</p> <p>The mirror is mounted >31" AFF measured to the bottom of the reflective surface, @ up to 36 1/2".</p> <p>The room lacks an accessible stall.</p> <p>The room lacks visual alarm.</p> <p><i>Observed at girls' and boys' toilet rooms.</i></p> <p><i>Note: These toilet rooms appear to be utilized by students of all age groups, therefore KMA audited based on children's dimensional requirements. KMA has received guidance from the MAAB stating that these toilet rooms must meet either adult dimensions or the dimensions for the user group with the highest population using these facilities.</i></p>	   

<p>41.</p>	<p>Girls' & Boys' Toilet Rooms serving Corridors 2 & 3</p> <p>The rim of the urinal is >17" AFF, @ 18". <i>Observed at boys' toilet room.</i></p> <p>The threshold is >1/2" high.</p> <p>The door lacks the required maneuvering clearance on the latch pull side due to the paper towel dispenser and to the wall.</p> <p>The knee clearance at the sink is <25" AFF, @ 23".</p> <p>The pipes underneath the sink are not insulated.</p> <p>The mirror is >31" AFF measured to the bottom of the reflective surface, @ 38".</p> <p>The paper towel dispenser protrudes >4" into the circulation area, @ 9".</p> <p>There is no accessible stall provided.</p> <p>The room lacks visual alarm.</p> <p><i>Observed at girls' and boys' toilet rooms.</i></p> <p><i>Note: These toilet rooms appear to be utilized by students of all age groups, therefore KMA audited based on children's dimensional requirements. KMA has received guidance from the MAAB stating that these toilet rooms must meet either adult dimensions or the dimensions for the user group with the highest population using these facilities.</i></p>	  
<p>42.</p>	<p>Girls' & Boys' Multi-User Toilet Rooms near Gym</p> <p>The stall door is not self-closing.</p> <p>The toilet centerline is not 18" from the side wall, @ 18 1/2". <i>Observed at girls' toilet room.</i></p> <p>The accessible stall is not 72"x60", @ 71"x60".</p> <p>The flush control is not located on the open side of the toilet.</p> <p><i>Observed at boys' toilet room.</i></p> <p>The threshold is >1/2" high.</p> <p>The maneuvering clearance is < 18" on the latch pull side of the door, @ 12" measured from the door to the sink.</p> <p>The pipes underneath the sink are not insulated.</p>	 

<p>The knee clearance at the sink is <25" AFF, @ 22".</p> <p>The mirror is >31" AFF measured to the bottom of the reflective surface, @ 41".</p> <p>The stall door lacks a pull device on both sides of the door.</p> <p>The headroom at the stall door provides <80" of vertical clearance, @ 72".</p> <p>The rear and side grab bars are not mounted 20"-25" AFF, @ 31" measured to the top of the gripping surface.</p> <p>The side grab bar extends <54" from the rear wall, @ 49".</p> <p>The toilet paper dispenser is mounted <12" above the side grab bar.</p> <p>The pipe along the side wall is obstructing the toilet clearance.</p> <p><i>Observed at girls' and boys' toilet rooms.</i></p> <p><i>Note: These toilet rooms appear to be utilized by students of all age groups, therefore KMA audited based on children's dimensional requirements. KMA has received guidance from the MAAB stating that these toilet rooms must meet either adult dimensions or the dimensions for the user group with the highest population using these facilities.</i></p>	
<p>43. Single-User Toilet Rooms in Classrooms</p> <p>The knee clearance at the sink is <25" AFF, @ 22".</p> <p>The mirror is >31" AFF measured to the bottom of the reflective surface, @ 38".</p> <p>The radiator obstructs the toilet clearance.</p> <p>The side grab bar extends <54" from the rear wall.</p> <p><i>Observed at kindergarten 3.</i></p> <p>The sink is >30" AFF, @ 32" measured to the rim.</p> <p>The clearance around the toilet is not 42" measured perpendicular from the rim of the toilet, to the shelf, @ 32".</p> <p><i>Observed at kindergarten 1 and kindergarten 2.</i></p> <p>The threshold is >1/2" high.</p> <p>The maneuvering clearance is <18" on the latch pull side of the door, @ as little as 9".</p> <p>The pipes underneath the sink are not insulated.</p>	

The flush control is not located on the open side of the toilet.

The centerline of the toilet is not 11"-15" from the side wall, @ 17 1/2" - 19".

The clearance around the toilet is <60", @ as little as 58" measured from the side wall to the sink.

The paper towel dispenser protrudes into the circulation area.

The rear and side grab bars are not mounted 20"-25" AFF, @ 31" measured to the top of the gripping surface.






The toilet paper dispenser is mounted <12" above the side grab bar.



The room lacks visual alarm.

Observed at kindergarten 1, 2, and 3.

Note: These toilet rooms appear to be utilized by kindergarten students, therefore KMA audited based on kindergartener dimensional requirements.



<p>44.</p>	<p>Staff Single-User Toilet Rooms serving Corridors 2 & 3</p> <p>The threshold is $>1/2$" high.</p> <p>The door lacks the required 48" pull-side maneuvering clearance perpendicular to the doorway, @ 41", measured from the door to the sink.</p> <p>The paper towel dispenser protrudes >4" into the circulation area.</p> <p>The flush control at one of the toilet rooms is not located on the open side of the toilet.</p> <p>The rear and side grab bars are not mounted 33"-36" AFF, @ $32\ 1/2$" measured to the top of the gripping surface.</p> <p>The side grab bar extends <54" from the rear wall, @ 48".</p> <p>The toilet paper dispenser is mounted <12" above the side grab bar, @ 5".</p> <p>The toilet paper dispenser is not 7"-9" from the rim of the toilet, @ 1".</p> <p>The clearance between the rear grab bar and the flush valve is $<1\ 1/2$".</p> <p>The coat hook is >48" AFF, @ 54".</p>	  
<p>45.</p>	<p>Staff Single-User Toilet Rooms near Teachers' Lounge</p> <p>The knee clearance at the sink is <27" AFF, @ as little as 24".</p> <p>The pipes underneath the sink are not insulated.</p> <p>The mirror is mounted >40" AFF measured to the bottom of the reflective surface, @ up to 51".</p> <p>The flush control is not located on the open side of one of the toilets.</p> <p>The toilet centerline is not 18" from the side wall, @ 15".</p> <p>The toilet seat is not 17"-19" AFF, @ 15".</p> <p>The rear grab bar is <42" long, @ 30".</p> <p>The rear and side grab bars are not mounted 33"-36" AFF, @ 27" measured to the top of the gripping surface.</p>	 

	<p>The toilet paper dispenser is mounted <12" above the rear grab bar, @ as little as 3".</p> <p>The clearance between the rear grab bar and the flush valve is <1 1/2". One of the toilet rooms lack the required rear grab bar.</p> <p>The clearance around the toilet is <60", @ as little as 55" measured from wall to wall.</p> <p>The shelf and the paper towel dispenser protrude >4" into the circulation area, @ up to 11".</p> <p>The coat hook is mounted >48" AFF, @ 64".</p>	
46.	<p>Single-User Toilet Room at Nurse's Office</p> <p>The maneuvering clearance is <18" on the latch pull side of the door, @ 8" due to the sink.</p> <p>The door provides <32" of clear width, @ 29".</p> <p>The knee clearance at the sink is <27" AFF, @ 24".</p> <p>The pipes underneath the sink are not insulated.</p> <p>The mirror is mounted >40" AFF measured to the bottom of the reflective surface, @ 47".</p> <p>The centerline of the toilet is not 18" from the side wall, @ 21".</p> <p>The toilet lacks the required rear and side grab bars.</p> <p>The toilet seat is not 17"-19" AFF, @ 15 1/2".</p> <p>The clearance around the toilet is <60", @ 42" measured from the side wall to the sink.</p> <p>The clearance in front of the toilet is <42" measured from the rim of the toilet to the front wall, @ 37 1/2".</p> <p>The toilet paper dispenser is not 7"-9" from the rim of the toilet, @ 11".</p> <p>The room lacks a 60" minimum turning space.</p> <p>The room lacks visual alarm.</p>	

End of Report.

Key: 5969

Town of ORLEANS - Fiscal Year 2023

12/27/2022 7:54 pm SEQ #: 6,233

CURRENT OWNER				PARCEL ID				LOCATION			
TOWN OF ORLEANS ELEM SCHOOL/FIRE DEPT 19 SCHOOL RD ORLEANS, MA 02653				40-65-0				46 ELDREDGE PARK WY			
TOWN OF ORLEANS				DOS		T		SALE PRICE		BK-PG (Cert)	
				06/28/1955		YY				(17974)	

CD	T	AC/SF/UN	Ngh	Loc	View	Inf1	ADJ BASE	SAF	Inf2	LPI	VC	CREDIT AMT	ADJ VALUE
103	S	174,240	CIM	1.00	1	1.00	100	1.00	539,600	1.00	100	1.00	2,158,400
203	A	19,000	CIM	1.00	1	1.00	100	1.00	105,400	1.00	100	1.00	2,002,600

TOTAL	23.000 Acres	ZONING	R	FRNT	0	ASSESSED	CURRENT	PREVIOUS	
Ngh	CIM	NOTE					LAND	4,161,000	3,782,600
Loc_View	AVERAGE		BUILDING	6,822,000	5,796,100				
Inf1	NO ADJUST		DETACHED	127,700	115,900				
			OTHER	2,569,900	2,139,500				
						TOTAL	13,680,600	11,834,100	

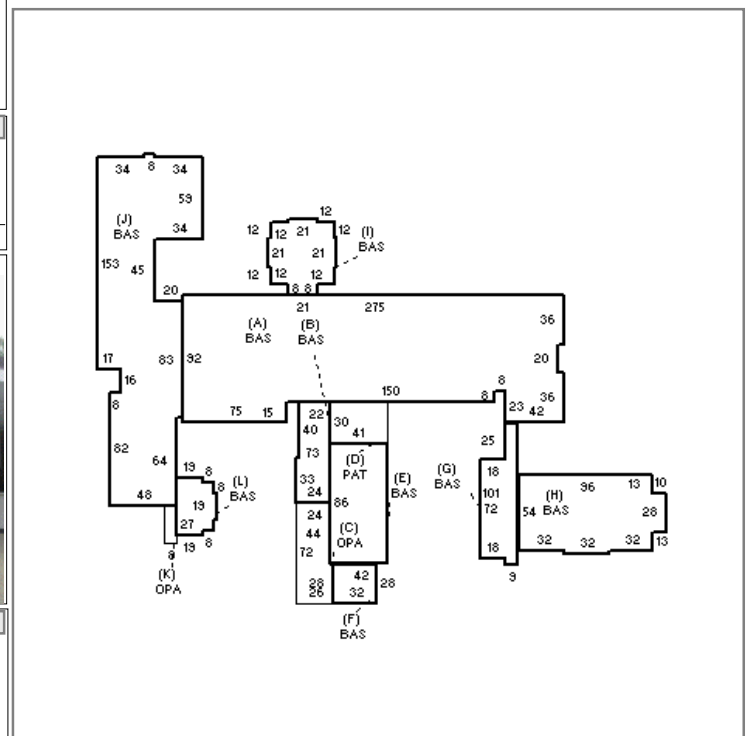
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	
GEN	A	1.00	SV 1.00	OES PROP	2020	1	32,359.90	32,400
SHF	A	1.00	SV 1.00	8X8 PLYGND	2020	64	10.50	700
SHF	A	1.00	SV 1.00	8X8 BLDG A	2020	64	10.50	700
CTA	A	1.00	SV 1.00	3 COURTS		3	23,453.50	70,400
CTA	A	1.00	SV 1.00	BBALL COURT		1	23,453.50	23,500



BUILDING	CD	ADJ	DESC	MEASURE	6/8/2020	BRH
MODEL	5		CIM	LIST	6/8/2020	BRH
STYLE	96	2.66	SCHOOLS [100%]	REVIEW	6/9/2020	BRH
QUALITY	G	1.35	GOOD [100%]			
FRAME	1	0.99	WOOD FRAME [100%]			

BLDG COMMENTS
ORLEANS ELEM SCHOOL - 1960 YR BUILT=EST/
ADDITION EST=2000; INSURANCE VALUE
\$7,399,994 AS OF NOV-13. REMEASURED AND
REVALUED FY-15

CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD		
9340	100	IMP. EDUCATION		1	1 of 2			
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
52	02/03/2021	5	REMODELING	300,000	03/09/2021	PJK	0	0
542	12/01/2020	5	REMODELING	5,400	03/09/2021	PJK	0	0
423	08/02/2016	3	MAINTENANCE	3,881	08/01/2017	RJM	100	100
215	04/20/2016	5	REMODELING		08/01/2017	RJM	100	100
369	07/30/2015	5	REMODELING	50,000	03/24/2016	RJM	100	100



YEAR BLT	1960	SIZE ADJ	0.813	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	13,644,065				
NET AREA	54,328	DETAIL ADJ	2.645	FOUNDATION	2	SLAB	1.00	A	BAS	L	BAS AREA	22,766	1960	248.52	5,657,713						
\$NLA(RCN)	\$251	OVERALL	1.000	EXT. COVER	1	WOOD SHINGLES	1.00	B	BAS	L	BAS AREA	1,672	1960	248.52	415,519						
				ROOF SHAPE	4	FLAT/SHED	0.98	+	OPA	N	OPEN PORCH	2,000		62.42	124,839						
				ROOF COVER	1	ASPH/COMP SHIN	1.00	D	PAT	N	PATIO	1,230		14.52	17,855						
				FLOOR COVER	4	TILE	0.98	E	BAS	L	BAS AREA	3,612	1960	248.52	897,639						
				INT. FINISH	2	DRYWALL	1.02	F	BAS	L	BAS AREA	896	1960	248.52	222,670						
				HEATING/COOLING	2	HOT WATER	1.02	+	BAS	L	BAS AREA	19,822	2000	248.52	4,926,082						
				FUEL SOURCE	2	GAS	1.00	H	BAS	L	BAS AREA	5,560	2000	248.52	1,381,748						
																	COND	50	%	50	
																	FUNC	0			
																	ECON	0			
																	DEPR	50	%	GD	50
																	RCNLD	\$6,822,000			

LAND

DETACHED

BUILDING

For Your Information (FYIs)

1. Pleasant Bay Community Boating Thank you Letter
2. Nauset Public Schools Superintendents November 2023 Report
3. Mass Pension Reserves Investment Management Board October Report
4. Cape Cod HealthCare Brewster Blood Drive
5. State Broadband Infrastructure Grant (MBI)- Verizon/Brewster



Creating Opportunities
For Recreation, Marine Education and Environmental Stewardship

October 27, 2023

Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Friend of PBCB,

Thank you for your gift of \$25,000 for the Accessibility Project which we received on 10/17/2023 to Pleasant Bay Community Boating. Thanks to your generosity, we have been able to achieve remarkable milestones and provide transformative experiences to our community. Here are some highlights of the year:

- In May and June, we had the privilege of hosting nearly 800 local students on field trips, both on the *Friend* and through our First Sail Program. These trips offer an extraordinary opportunity for students who may not have had the chance to sail otherwise.
- Our summer programs are filled with adults and children participating in various activities, including lessons, boat rentals, racing, Simply Sail reservations, and science and sailing camps. Your support ensures access to Pleasant Bay for hundreds of individuals through our affordable programs.
- We continue to offer vital community outreach programs, such as Adaptive Sailing and Blind and Visually Impaired sailing, on the water excursions for Council on Aging groups, trips on the *Friend*, and Speaker Series events. Your support enables us to reach diverse populations and foster inclusivity in our boating community.
- Our annual Sailabration Gala was held at the Wequassett Resort and Golf Club in June and was a tremendous success. The guests' enthusiasm and unwavering support of PBCB as we celebrate 20 years, was truly inspiring.

It is important to note that program fees cover only half of our operating budget. Your donations are instrumental in supporting various essential aspects of our operations, including boat and mooring maintenance, storage, launching and hauling, seasonal pier installation, as well as staff and instructor salaries. Without your generosity, none of this would be possible.

On behalf of everyone who has benefited from your kindness, we extend our heartfelt thanks. Your commitment to PBCB has made a lasting impact on our community, and your support will continue to shape memorable experiences in the years to come.

With grateful appreciation,

Dorothy Bassett
Executive Director

Thank you so much!

Special thanks to

*Faythe, Beth, and
the town of Brewster!*

Jennifer Curran

Development and Communications Director

P.S. Your gift is tax deductible to the full extent of the law. Pleasant Bay Community Boating is a 501(c)(3) tax-exempt organization. No goods or services were provided in exchange for your gift.

Campus Location: 2287 Route 28, Harwich, Massachusetts 02645, www.pbc cb.cc,

Mail: P.O. Box 21, North Chatham, Massachusetts, 02650. info@pbc cb.cc

Pleasant Bay Community Boating is a non-profit 501(c)(3) organization and all contributions are tax deductible as allowed by law.



Superintendent's Report - November 2023

- 1) **Truro/P'Town Tuition Agreement** - Negotiations are ongoing and moving along smoothly. We anticipate wrapping up this process prior to December 1, 2023. I will be able to report out in greater detail once all things have been finalized. I want to thank Superintendent Castigan and Superintendent Goyette for their hard work and efforts as we have collectively worked on this, in connection with our individual school committee working groups, to get us close to the finish line of this process.
- 2) **Adult Education Program** - We have begun the process to restart this program in our communities, Post-COVID. We have been diligently working to secure a co-ordinator and have drafted initial thoughts on how and where to restart the program. It has been an exciting venture and I will be able to report out in greater detail next month.
- 3) **Union Negotiations** - There are three union negotiations taking place this year. We have gathered our working groups for these and begun our initial organizational meetings. We expect to host our first collective session within the next few weeks with all groups.
- 4) **MASS/MASC Conference** - This week MASS/MASC (Massachusetts Association of School Superintendents and Massachusetts Association of School Committees) will host the annual state conference here on the Cape in Hyannis. This always provides a tremendous opportunity for professional growth and reflection, and an opportunity to connect with other Superintendents and Committee members from across the state. The individual sessions are varied, with something of interest for everyone! A note of thanks to all of those committee members who will be representing Nauset Public School - we have a large contingent attending this year.
- 5) **"Dignity Consulting"** - A note of thanks to many of our school committee members from across Nauset schools for attending the session offered by Dr. Krownapple with a reflection on the concept of "Belonging". This provided a snapshot reflection of some of the work that is being conducted throughout the school district as part of our efforts regarding DEIB. Dr. Krownapple is a co-author of the book "Belonging With Dignity" and it has been his team who we have engaged last year and this year to provide us with foundational work that we will build upon over the course of the next several years.



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 October 01, 2023 to October 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:	3,780,439.61	3,790,975.25	3,268,481.19
Your change in investment value for the period was:	(64,572.44)	(135,108.08)	87,385.98
Your exchanges from (to) the Cash Fund for the period were:	0.00	60,000.00	360,000.00
Your ending net asset value for the period was:	<u>3,715,867.17</u>	<u>3,715,867.17</u>	<u>3,715,867.17</u>
Net Change in Investment Value represents the net change through investment activities as follows:			
Gross Investment Income:	5,832.06	31,180.13	81,189.32
Less Management Fees:	(550.13)	(5,615.69)	(14,853.78)
Net Investment Income:	<u>5,281.93</u>	<u>25,564.44</u>	<u>66,335.54</u>
Net Fund Unrealized Gains/Losses:	(66,062.01)	(171,140.97)	(9,781.78)
Net Fund Realized Gains/Losses:	<u>(3,792.36)</u>	<u>10,468.45</u>	<u>30,832.22</u>
Net Change in Investment Value as Above:	<u>(64,572.44)</u>	<u>(135,108.08)</u>	<u>87,385.98</u>

As of October 31, 2023 the net asset value of your investment in the SRBT Fund was: **\$3,715,867.17**

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

October 01, 2023 to October 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:	0.00	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:	0.00	(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 October 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 10/31/2023

	Investments	Units Of Participation	Cost	Price	Market Value	Unrealized Gain/Loss
14,714.091	HCST OPEB MASTER TRUST		3,721,894.32	252.5380	3,715,867.17	-6,027.15
	Total Investment:		3,721,894.32		3,715,867.17	-6,027.15



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 10/31/2023

	Current Period		Fiscal Year		Year To Date	
	<u>10/1/2023</u>	<u>10/31/2023</u>	<u>7/1/2023</u>	<u>10/31/2023</u>	<u>1/1/2023</u>	<u>10/31/2023</u>
NET ASSETS - BEGINNING OF PERIOD		3,780,439.61		3,790,975.25		3,268,481.19
DISBURSEMENTS:						
CASH FUND EXCHANGES		0.00		60,000.00		360,000.00
RECEIPTS:						
CONTRIBUTIONS:						
PARTICIPANTS		0.00		60,000.00		360,000.00
INVESTMENT INCOME:						
UNREALIZED GAIN/LOSS-INVESTMENT		-66,062.01		-171,140.97		-9,781.78
MASTER TRUST ALLOCATED EXPENSES		-95.98		-929.40		-2,385.29
MASTER TRUST CHANGE IN REALIZED G/L		-3,792.36		10,468.45		30,832.22
MASTER TRUST INVESTMENT INCOME		5,832.06		31,180.13		81,189.32
MT ALL INVESTMENT MANAGER FEES		-454.15		-4,686.29		-12,468.49
UNIT EXCHANGES		0.00		60,000.00		360,000.00
Total Receipts		-64,572.44		-15,108.08		807,385.98
Total Disbursements:		0.00		60,000.00		360,000.00
Net Assets - End of Period:		3,715,867.17		3,715,867.17		3,715,867.17

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.



CAPE COD
HEALTHCARE

Nicholas G. Xiarhos
Blood Donor Center

WHAT'S DONATED HERE, STAYS HERE.

BLOOD DRIVE

Thursday, November 30th

10 am – 4 pm

Northside United Methodist Church

701 Airline Rd

Brewster

Wendy's gift card for all donors!!

Appointments are required.



To make an appointment please use
QR code or visit our donor portal at
<https://srt.capecodhealth.org/donorportal>



For information about the Nicholas G. Xiarhos
Blood Donor Program, please visit
www.capecodhealth.org/give-blood

Like us on Facebook:
www.facebook.com/capecodbloodcenter

**Every pint of blood donated to us stays on Cape Cod to serve
your community and save the lives of your family, friends and neighbors.**

Archived: Wednesday, November 22, 2023 8:58:34 AM

From: [Cummings, Ellen M](#)

Mail received time: Tue, 21 Nov 2023 22:22:39

Sent: Tuesday, November 21, 2023 5:22:40 PM

To: [townmanager](#)

Subject: URGENT - State Broadband Infrastructure Grant (MBI) - Verizon / Brewster

Importance: Normal

Sensitivity: None

Attachments:

[Brewster_LOS_Munis\(VERIZON\)_MA.docx](#) 

Dear Town Manager Lombardi:

Verizon New England Inc. ("Verizon") plans to propose a broadband infrastructure project in the town of Brewster pursuant to the Massachusetts Broadband Institute (MBI) Broadband Infrastructure Gap Networks Grant Program. For consideration, MBI requires that providers obtain letters of support from the municipal leaders of the communities they propose to build out. Please accept this correspondence as a request for your support of our application to MBI.

The proposed project will expand Verizon's fiber optic network and facilitate broadband access for unserved and underserved residents and businesses, with a focus on economically disadvantaged communities. We recognize that access to broadband is critical to full participation in a global digital economy including working from home, finding employment, educating children remotely, and accessing critical telehealth services. Affordability is equally important, which is why Verizon participates in the federal Affordable Connectivity Program (ACP). Our Fios Forward plan provides free home internet service -- with no equipment rental fee, annual contract, or data cap -- for qualifying households that enroll in the ACP.

In the interim, we would greatly appreciate your endorsement of our application. Letters of support are due by Friday, December 8 in order to be submitted with Verizon's application by the MBI application deadline of Monday, December 11th . I have attached a draft letter of support for our MBI application for your review and consideration.

If you have questions, please contact me by telephone at (617) 380-0109. On behalf of Verizon, we look forward to partnering with you to expand access to reliable and affordable broadband in the town of Brewster.

Thank you for your time and consideration.

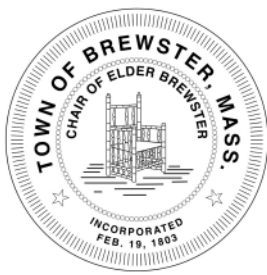
Best regards,

verizon 

Ellen Cummings

Regional Director
Verizon
State Government Affairs

O 508 421 3459



Town of Brewster

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

Office of the:
Select Board
Town Manager

Massachusetts Broadband Institute (MBI)
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

RE: Letter of Support for Verizon's Application to the Massachusetts Broadband Institute for the Broadband Infrastructure Gap Networks Grant Program

November 27, 2023

Dear MBI,

Brewster submits this letter of support in conjunction with Verizon's application to the Massachusetts Broadband Institute for the Broadband Infrastructure Gap Networks Grant Program. We are pleased that Verizon plans to expand their fiber optic network and facilitate broadband for unserved and underserved residents and businesses in Brewster.

Access to broadband is critical to full participation in a global digital economy including working from home, connecting with loved ones, finding employment, educating children remotely, and accessing critical telehealth services. In response to these needs in Brewster, Verizon will deploy their fiber network to Brewster locations that either lack or have inadequate broadband service, with a particular focus on Gateway Municipalities and Qualified Census Tract locations consistent with the Program's objectives. Brewster residents will benefit from an increased range of speed of service without which can thwart economic development, educational achievement, telemedicine advancement, and other critical needs that Massachusetts prioritizes for its citizens.

In order to provide broadband access to those residents that need it the most, Brewster supports Verizon's effort to obtain funding to further their plan to provide high-speed broadband service in our community. We view this as an opportunity to better the quality of life in these communities that are so dependent upon having a reliable, quality broadband infrastructure to keep their residents connected for years to come.

If you have any further questions or concerns related to this letter, please feel free to contact Peter Lombardi, Town Manager at (508) 896-3701.

Sincerely,

Peter Lombardi
Town Manager
Town of Brewster