



Town of Brewster Select Board

2198 Main St., Brewster, MA 02631

townmanager@brewster-ma.gov

(508) 896-3701

AMENDED SELECT BOARD MEETING AGENDA

2198 Main Street

March 11, 2024 at 5:45PM

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 conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel – Police Chief
 - b. Review and Vote on Executive Session Meeting Minutes

Open Session Expected to Begin at 6:00PM
6. Vote on Police Chief Contract Renewal
7. 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.
8. Select Board Announcements and Liaison Reports
9. Town Manager's Report (pages 3-4)
10. Consent Agenda (pages 5-36)
 - a. Approval of Meeting Minutes: January 31, February 12, and February 26, 2024
 - b. One Day Liquor License Application: Brewster Chamber of Commerce
 - c. Letter of Support for Continued Funding for the Housing Rehab Program for FY24
 - d. Town Landing and Public Beach Access Request; Saints Landing
11. 6:10pm Public Hearing- General On-Premises Seasonal Wines & Malt Beverages (pages 37-102)
Application – Putt Putt Chicken Butt, Inc. d/b/a Harbor Lights Mini Golf & Ice Cream
12. Review and Vote on FY25 Fixed Rate and Salary Scale – Susan Broderick, HR Director (pages 103-105)



Select Board

Ned Chatelain
Chair

Mary Chaffee
Vice Chair

Kari Hoffmann
Clerk

Cynthia Bingham

Dave Whitney

13. Discuss and Vote on Community Preservation Act Warrant Articles for Spring 2024
Town Meeting – Sarah Robinson, CPC Chair (pages 106-202)
14. Update on FY25 Town & School Budgets (page 203)
15. Discuss and Vote on Spring 2024 Town Meeting Warrant Articles (N/A)
16. Discuss and Vote on Select Board Policy Updates (#64 & 65) (pages 204-219)
17. Discuss and Vote on New Pond Property Policy (#68) (pages 220-224)
18. *Discuss and Vote on Request to Add Alternate Members to Alewife Committee* (pages 225-251)
19. FYIs (pages 252-293)
20. Matters Not Reasonably Anticipated by the Chair
21. Questions from the Media
22. Next Meetings: March 25, April 1, April 8, and April 22, 2024
23. Adjournment

Date Posted:
03/07/2024

Date Revised:
03/08/2024

Received by Town Clerk:

Town Manager
Peter Lombardi

**Assistant Town
Manager**
Donna Kalinick

Project Manager
Conor Kenny

**Executive
Assistant**
Erika Mawn

24 MAR 8 4:02PM

BREWSTER TOWN CLERK

Cape Cod Sea Camps Pond Property Tours

Join us for a self-guided tour of the
Pond Property

Dates: Saturday April 6th and Wednesday April 10th

Time: 10am to 2pm

Location: Meet at Captain's Golf Course parking lot: Council on Aging vans leaving every 15 minutes

Sign up for a time slot on Eventbrite:

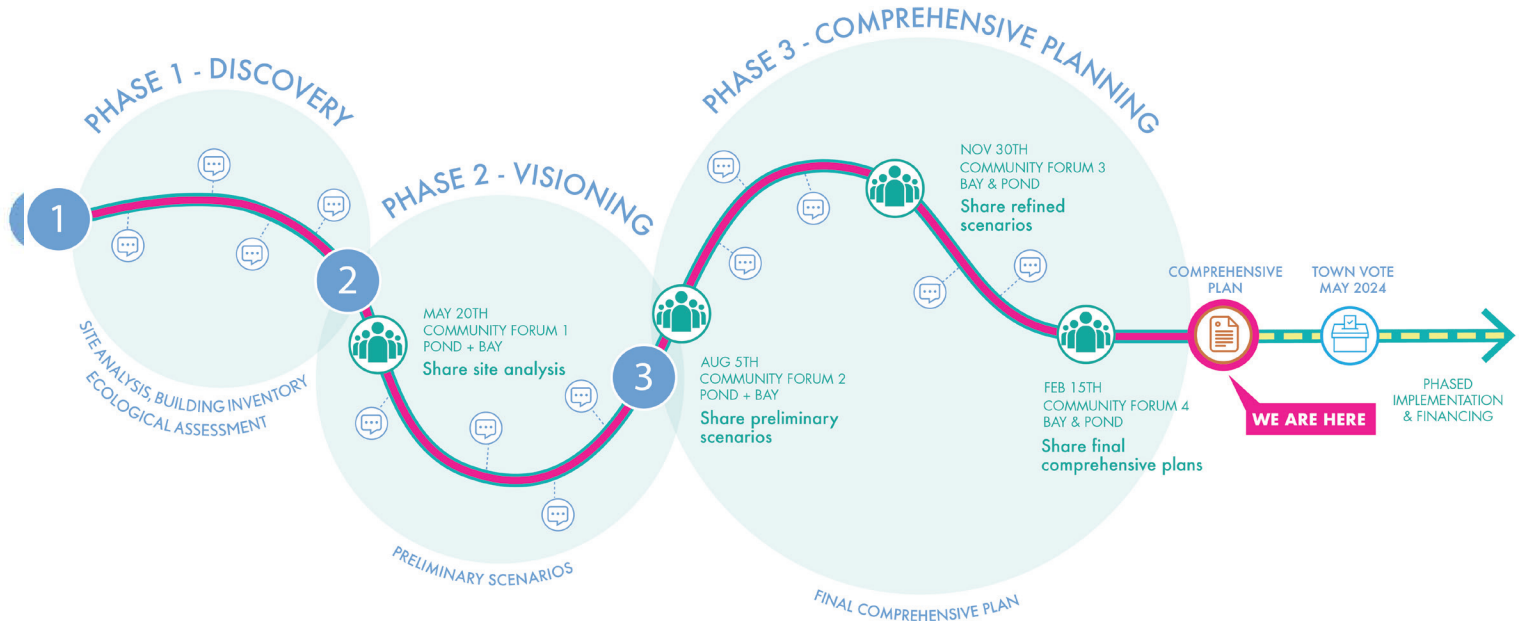
Saturday April 6th: <https://www.eventbrite.com/e/cape-cod-sea-camps-pond-property-tours-tickets-847609893007>

Wednesday April 10th: <https://www.eventbrite.com/e/cape-cod-sea-camps-pond-property-tour-tickets-853838171957>

Questions about the tours: Email Donna Kalinick, dkalinick@brewster-ma.gov



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 May 11, 2024 Town Meeting

Informational sessions hosted by Town Staff and Committee members, leading up to the final vote to approve the comprehensive plans at Town Meeting on May 11, 2024 at 1pm.

Open Houses on the Bay Property: April 17th 10am to 2pm and April 27th 1pm to 5pm.

For more details about the long-term planning process, information on Pond Property and Bay Property Planning Committee meetings and interim activities at both properties, please visit the [Sea Camps Project](#) page. To contact one of the committees, please email us at pppc@brewster-ma.gov (pond property) or bppc@brewster-ma.gov (bay property).



BEACH AT POND PROPERTY

Consent Agenda Cover Page

March 11, 2024

a. Approval of Meeting Minutes: January 31, February 12, and February 26, 2024

Draft meeting minutes from the Select Board meetings have been presented for review and approval. The meeting on January 31, 2024, was a joint meeting with the Finance Committee, they have already approved the minutes.

Administrative Recommendation:

We recommend the Select Board approve the meeting minutes.

b. One Day Liquor License Application: Brewster Chamber of Commerce

The Chamber of Commerce will be hosting a member networking event on Thursday March 14, 2024, from 5:30pm until 7:00pm. The event will be at the Leighton Team / Keller Williams Realty office located at 2672 Main Street. The request is to serve beer and wine to the expected 30 attendees.

Department heads had a chance to review the application and provide feedback. There are no concerns with the application. The Health Department requests that if food is to be served, they contact the Health Department for a food permit.

Administrative Recommendation:

We recommend the Select Board approve the One Day Liquor License application.

c. Letter of Support for Continued Funding for the Housing Rehab Program for FY24

The Community Development Block Grant Housing Rehabilitation Program is requesting a letter of support for the FY24 application to the MA Executive Office of Housing and Livable Communities (EOHLC). This grant will allow the regional lead town of Brewster to continue meeting the housing rehabilitation and childcare voucher needs of LMI (low-moderate income) residents in Dennis, Brewster, and Wellfleet. The FY24 Brewster Regional Grant will provide approximately \$1.375 million to rehab about 26 homes and provide childcare vouchers for up to 26 families in these towns.

Administrative Recommendation:

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

d. Town Landing and Public Beach Access Request; Saints Landing

SumCo Eco-Contracting, LLC, on behalf of the owners of 91 Carver Road, has applied for use of Town Landing and public beach access at Saints Landing beach. The Saints Landing beach parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment. Overnight parking for three machines and storage of sand is also requested. Access from Saints Landing Beach shall be granted beginning at sunrise on Monday, March 18, 2024, to sunset, Friday, March 29, 2024. The conditions for approval for use of Saints Landing are outlined in the accompanying letter, which has been drafted by Town Administration in conjunction with the Conservation Administrator.

Administrative Recommendation:

We recommend the Board vote to authorize staff to approve these requests, pending coordination with Conservation.



Approved: 2/28/24
VOTE: 7-0-0

**TOWN OF BREWSTER FINANCE COMMITTEE
JOINT MEETING WITH
SELECT BOARD
Date: January 31, 2024 Time: 6:00 PM
MEETING MINUTES**

Present: **Finance Committee** - Chair Pete Dahl, Vice Chair Frank Bridges, Clerk Bill Meehan, Robert Tobias, Alex Hopper, Bob Young, Andy Evans

Present: **Select Board** - Chair Chatelain, Vice Chair Chaffee, *Clerk Hoffmann (remote attendance)*, Selectperson Whitney, Selectperson Bingham

Also present: Peter Lombardi, Town Manager; Donna Kalinick, Assistant Town Manager; Mimi Bernardo, Finance Director

Absent: William Henchy

Both Chairs called the meeting to order at 6:00 pm and announced a quorum.

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. **Additionally, the meeting may be viewed by: *Live broadcast*** (Brewster Government TV Channel 18), *Livestream* (livestream.brewster-ma.gov), or *Video recording* (tv.brewster-ma.gov).

1. Public Announcements and Comment- none

2. Town Manager/Finance Director Report- none

3. Five Year Capital Improvement Plan – FY2024-2028 – Presentation and Discussion

Peter Lombardi addressed the Finance Committee and Select Board for an overview of the 5 Year Capital Improvement Plan – FY24-28. He started off talking about the updated 5-year plan looking at the largest and most impactful projects and touched on some of the unknowns; he then goes department by department and talks big picture including any projects exceeding over \$100k that will be in the Town Meeting Warrant; Mimi Bernardo will then go into the funding sources, free cash policies, financial reserves, retained earnings, etc.; Donna Kalinick will then talk about the elementary school details and at the district level. She will also get into our anticipated spring 24 capital requests for the upcoming Town Meeting Warrant. Peter Lombardi will close discussing this being the 2nd year the Capital Plan is on Open Gov.

Peter Lombardi then discussed Major Projects:

- Nauset Regional High School (\$170M total)
- Stony Brook School Roof and HAC (\$12.3M)
- Millstone Road Improvements (\$10.3M)
- Captains Golf Course Maintenance Building & Irrigation System (\$13.3M)
- Spring Rock Village Community Housing (\$1.5M)

Ongoing Commitments:

- Integrated Water Resource Management Planning & Watershed Permits
- Fleet, Facilities, and Equipment Re-investments

Unknown Capital Costs – require more information or policy direction:

- Stony Brook School Code Compliance
- Drummer Boy Park Improvements
- Future Cape Cod Sea Camps Projects, including a Community Center
- Library Renovations/Improvements
- Additional Wastewater Planning

Peter Lombardi next went over all of the expenditures department by department. We try to have a pretty conservative and thoughtful approach to financing all our capital.

Mimi Bernardo then talked about all of the funding sources for capital. Free Cash is the primary funding source of the Capital Improvement Plan. Water and Golf Enterprise funds their own capital through Retained Earnings. Ambulance Receipts fund the majority of Fire Department capital. Short-term debt is paid within the levy. Excluded debt is expected to double due to the 2nd half of the high school debt payments starting in FY26. Funding sources are diversified and sustainable. The Town maximizes State and Federal grant opportunities. There is no specific planned use of the Capital Stabilization fund in the next 5 years. Interest earned is very good news for the Town. Mimi Bernardo then went over the Financial Reserves Policy & History.

Donna Kalinick then talked about the Nauset Regional & Brewster Schools FY24-FY28 Capital. Only ½ of the impact of the high school project has yet to be on tax bills, the other ½ will be coming on the bills in FY25. The annual Brewster debt payments for the Nauset High School Renovation Project is expected to increase by \$2M to \$4M in FY25 – full Brewster cost of project once long-term debt is issued. Annual Nauset Regional capital allocation is \$285+K in FY25, with a 2.5% annual escalator – raised through tax levy. Major Stony Brook Elementary HVAC & roof projects will require debt exclusions and will trigger mandatory code upgrades – amount to be determined. Eddy School needs siding replacement & repaving parking lot and sidewalks – short-term debt. Added Stony Brook playground replacement - \$350K to be funded by Nauset Youth Alliance. Ongoing annual requests from elementary schools include funding for painting, flooring, technology, and plumbing/HVAC repairs. Brewster School Committee to vote on updated 5-year plan in February 2024 & school officials to present capital request details to Town during upcoming budget meetings. When she looks at these needs, she also needs to look at the capacity to realistically get all these projects done. Peter Lombardi said they do sit down with all the administrators of the schools to discuss where these needs come in the 5-year plans and see where we can move things around if we cannot realistically afford to get all of these projects completed.

Donna Kalinick then talked about the Spring 2024 Capital Projects. The majority of Free Cash capital requests at Fall Special Town Meeting were - \$3.3M of \$3.8M total. Town Meeting approval is needed for most, but not all, projects. The majority of projects are funded via Free Cash – exceptions noted in the document in the packet. The Select Board integrated Water Resource Management Planning including Watershed Permits. Media Services: Camera upgrade – Meeting Room A. Facilities: Town Hall meeting room divider. Fire Department Personal protective equipment – ambulance receipts. Natural Resources: Fire panel replacement. Elementary Schools: \$250k in total. Nauset Regional School District: Annual capital allocation - tax levy. Public Works: MS4 compliance. Council on Aging Mini-van - Friends of Brewster Elders & COA gift account. Water Department: Ongoing distribution systems, buildings, and treatment facilities: Master Plan update - all Water Retained Earnings, \$150k state grant for Master Plan. Library: Auditorium AV upgrade - cable funds, Safety & Security Improvements, and Facility evaluation – shared with library funds. Recreation: Freemans Way fields guardrail replacement.

Mimi Bernardo returned to discuss Free Cash Balances & Appropriations. \$5.13M Certified Free Cash as of June 30, 2023. \$3.34M Free Cash approved at Fall 2023 Town Meeting – included Millstone Rd. ~\$480k Proposed Free Cash Expenditures for Spring 2023 Town Meeting. \$1.3M Year-end Free Cash Balance if all capital approved in Spring 2024 (2.4% of annual GF operating budget – target is 2-2.5% per Financial Reserves Policy.)

Peter Lombardi said we started two years ago making the transition to the Open Gov platform starting with the FY23 operating budget. We have the goal of continuing to make budget information and processes more accessible and transparent. He encouraged everyone to go there to look at all the updated information available on all projects.

Pete said it was a great presentation – it flowed well and was easy to absorb. Selectperson Chaffee said this was a remarkable presentation. She said when we try to define transparency, it is really how we make what we do easy to understand for the public, and this is really what you've done. She thanked Peter Lombardi, Mimi Bernardo, and Donna Kalinick for exactly that and all the work they do to find other funding alternatives other than taxpayer dollars. It is so important for taxpayers to know that this is work that continues successfully to be accomplished every year. She questioned the Stony Brook HVAC plan. Peter Lombardi answered there were three scenarios ranging from under \$8M to a little over \$10M. We picked the middle cost plan, however, no decisions have been made as yet. We are not going to keep the existing oil burner. Selectperson Chaffee asked when we would pay off our Nauset Regional High School building debt. Peter Lombardi answered that in the many scenarios discussed, the terms were ranging from 20-30 years. The Finance Committee and Select Board discussed their preference of a 25-year term with level debt. The School Committee ultimately decides on the term and the form. They will be doing so in late spring. We will know then what the term will be. Selectperson Chaffee asked if there were any opportunity for a hybrid option for the COA minivan purchase. Donna Kalinick answered that we are required to comply with the green communities, which has become more and more strict. It depends on whether there is an option including having the ability to transport people with disabilities. We are going to be looking at that. Selectperson Chaffee thanked Donna Kalinick and wanted to add that the Capital Stories online with photographs is a really helpful and educational tool.

Selectperson Bingham asked about the Fire Department in 2027 having a new engine and ladder truck with the possibility of new fire fighters coming on at the same time, sounds like a lot to have the town taxpayers

absorb at one time. Peter Lombardi answered that is one of the reasons we put them out to FY27 – kind of in between the first batch of firefighters and the second. But there are decisions that will have to be made. We did try to stagger it so it wouldn't fall in the same fiscal year. Selectperson Bingham said since there is going to be a large jump in taxes because of the high school, is there any thought about putting anything in the tax bill in advance of that? Peter Lombardi answered it would be on the first half tax bills, October 1, but we don't have any confirmation of when the debt will be issued yet. If they defer, short term borrow, or as we did with the Sea Camps, we ended up carrying 2 years' worth of interest plus a principle payment, they may take that approach. Selectperson Bingham said it would be great to give the taxpayers a bit of a warning before it hits their tax bills so they can plan.

Selectperson Hoffman thanked the team for the incredible budget presentation. She thanked them for working so closely with the elementary school department to take the textbooks out of the operating budget and put it into capital to bring down that increase we saw in the first budget round. She is also concerned with capacity in terms of personnel to get all of this done. Peter Lombardi answered that they have this conversation frequently. It is going to be a lot to manage, and it is a work in progress. Selectperson Whitney had a question about all the roofs on the plan – a wide disparity in pricing. Is that due to roof design? Peter Lombardi said they are accurate and the most up to date numbers we have. They are real quotes with square footage, design, and materials. Selectperson Whitney asked about the fire panel replacement in Natural Resources – is that the alarm system for that building? Peter Lombardi answered yes. Selectperson Chatelain thanked and congratulated the presenters as well. He went on to ask about the timeline for the code of compliance study for the Stony Brook School. Peter Lombardi said if we are successful in getting the state grant, we expect we will know that in the next couple of months. The town has had to take the lead in developing the scope and pushing the project along. Donna Kalinick has put together a draft, but it hasn't been finalized. Once that is done, there will be a quick turnaround with the schools.

Bill Meehan asked about digitization of documents and the Millstone Road Project and the timeline. Peter Lombardi answered the cost they are carrying in the budget is for bringing on a firm to come in and help us with the digitization. That being said, there is a lot of internal work that needs to be done beforehand. The State does have a lot of guidance on doing this and fairly easy to navigate this. Regarding Millstone, Griffin Ryder, DPW Director, went before the Planning Board and we have now secured all the local permits and are working with our residents to get temporary easements. There will be more to come on that in the next couple weeks. Once we get the easements secured, we will be able to finalize the project design and put the project out to bid. We are still hopeful the project will begin next fall.

Frank asked about the library – the Ladies Library just had an extensive project that never got funded. He wonders if the building roof was part of the plan, could it be saved and help moving forward? Peter Lombardi answered, we will go out and solicit quotes. It includes looking at previous studies, but that was 7-8 years ago. To the extent they can, they will use all the earlier work that was done.

Andy asked about the code compliance at Stony Brook Elementary. Peter Lombardi answered if we spend funding on projects that exceed 30% of the assessed value, that triggers bringing that building into compliance with the current building code within a three-year rolling timeframe. Stony Brook's assessed value is right around \$10M – the roof put us close, with the HVAC, there is no way to avoid it. We are anticipating our findings will be similar to what happened in Orleans which was \$44M to renovate and \$55M new. Pete said it is an ADA compliance, not a full school compliance – which ends up being about the same anyway. Andy asked

who determines what the needed upgrades are? Peter Lombardi answered that's what the code compliance study provides.

Bob Young asked about the Fire Department ladder vehicle – will there be a grant to place against the \$2.4M? Peter Lombardi said the gross amount is \$2.4M, the net would be around \$500,000. That assumes we are going to a smaller vehicle, which is a little less expensive and more nimble. Bob Young went on to ask about the Capital Stabilization Fund – what are the investments? Peter Lombardi said there are very strict state standards that treasurer collectors have to work within the confines of regarding investments.

Pete asked about the annual capital allocation for Nauset – is there a way to monitor that to see if it's spent on capital. Peter Lombardi said it is open ended to broadly support the 3 facilities – middle school, high school, and the central office. The schools do develop a capital plan and present it. There is a fairly significant cost associated with the required upgrade to the fire alarm system at the middle school. As soon as we have more information about that, we will let you know. Pete also asked about the Spruce Hill building – it looks like it needs a lot of work, but I don't see it on the capital plan. Peter Lombardi said that was a good question, we did approve \$5,000 to fix the roof last year, but Spruce Hill was incorporated in the Bay Property Planning Process. As it is adjacent to the Bay Property, we included it that way. We are going back to have follow-up discussions with the committees, that doesn't mean we aren't going to be using that part of the property for the next ten years because it does need attention. We are looking at that as a possible Phase 3 of the plan for renovation and potential reuse for staff housing. Pete just doesn't see how we have the capacity to do all of these things. There are only so many people to get all this work done.

4. Capital Requirements – Town Meeting Spring 2024 – Presentation and Discussion-defer

5. Nauset Regional School District Agreement – Update and Discussion- defer

6. Nauset Regional School Department – Budget Update and Discussion

Peter Lombardi said we thought we would have capacity to accommodate a 3% increase. The budgets that were presented were preliminary still. Stony Brook at 12.5% increase; Eddy at 11.7% increase; Middle School up 8.1%; High School 7.6%, and the Central Office Budget is up 7% as well. It is important to convey that information. We anticipate similar conversations as last year about looking at overrides for the elementary schools and for the region. We are benefiting from enrollment shifts that will help as enrollment is down, but it's zero sum because our neighbors are then up.

Selectperson Chatelain said acknowledging these are significant sums, the chairman of the Brewster School Committee had agreed to come into our meeting on the 12th. The Finance Committee is welcome to come to that meeting. Peter Lombardi said we are still finalizing a schedule for when Nauset will come in to discuss their budgets – looking at middle of March for presentations.

Robert had a few things to bring to the table – as liaison to the regional school committee, they are still working their budgets. Last year we were responsible for 48% of the assessment, we are now responsible for 46.4%. Choice is an area we talk a lot about. When looking at the regional towns, 59 kids were "Choicing" out

and 117 kids are “Chartering” out. Choice in is at 158, down 40 kids from last year. Peter Lombardi mentioned having the most diligent school liaisons on Cape and appreciates Robert and Selectperson Hoffman’s involvement in trying to stay ahead of the curve on all of this. Selectperson Hoffman said she watched the regional subcommittee meeting and their legal counsel did provide responses the Peter Lombardi’s letter that was sent in January. She feels it would be very important for everyone to watch. Pete said that he thought the attorney was short sighted in her approach to the comments made by the Select Board and Finance Committee. He felt she dismissed them out of hand. We also learned that by statute they are required to vote on a preliminary budget prior to a public hearing. It is a requirement. They don’t do that but now are on notice that they need to do that. Selectperson Chatelain feels we should be aware that the relationship between the towns and the region is going to possibly impact enrollment, and we should be careful to manage our communication with the district. Pete said it would be really helpful for the school department that they present a 3 year plan that they think they could live with – going out every year for an override is going to be very difficult for them. Peter Lombardi said one of their suggestions was to do a 5 year financial forecast and a 5 year capital plan as an affirmative responsibility of the district annually.

Selectperson Chaffee said how important it is for us to make sure Brewster voters are aware of the differences in the budgeting processes. The Capital budget, the town’s Operating Budget – those are budgets the town staff produces, then the Select Board approves them and presents them to Town Meeting voters for them to make a decision so we have control over what’s in that budget and what the level of increase is. With the schools, it’s important that voters know that none of us have any authority over crafting the school’s budgets. Peter Lombardi said there have been significant increases in recent years. In the comments about looking forward, it isn’t sustainable for the town or residents because at a certain point, they aren’t going to be able to support debt exclusion overrides. It is going to impact town finances, budgets, and capital. We have to continue to be aware of that.

7. Liaison Reports- defer

8. Liaison Assignments - defer

9. Approval of Minutes - defer

10. Request for agenda items for future meetings – please email Pete

11. Matters Not Reasonably Anticipated by the Chair- none

12. Next Finance Committee Meetings

13. Adjournment

**Selectperson Bingham *MOVED* to adjourn the meeting at 8:28 PM. Selectperson Chaffee second.
Roll Call Vote Select Board: Selectperson Chaffee - yes, Selectperson Hoffmann – yes, Selectperson
Whitney - yes, Selectperson Bingham - yes, Selectperson Hoffmann – yes, Chair Chatelain – yes
The Select Board voted: 6-yes 0-no**

**Bill Meehan *MOVED* to adjourn the meeting at 8:29 PM. Frank Bridges second.
The Committee voted: 7-yes 0-no**

Respectfully submitted, Beth Devine

Packet of supporting materials on website for public review.



Town of Brewster

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

Office of:
Select Board
Town Manager

MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: February 12, 2024
TIME: 6:00 PM
PLACE: 2198 Main Street, Room A

Participants: Chair Chatelain, Selectperson Whitney, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Director of Natural Resources Chris Miller, Senior Shellfish and Natural Resources Office Ryan Burch, Brewster School Committee Chair Katie Miller Jacobus, Nauset Public Schools Superintendent Brooke Clenchy, Library Director Brittany Taylor, and Council on Aging Director Elton Cutler,

Remote Participation: Selectperson Hoffmann

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

Chair Chatelain called the meeting to order at 6:00pm and declared a quorum with members Cindy Bingham, Mary Chaffee, and Dave Whitney in person and member Kari Hoffmann remote. Chair Chatelain read both the meeting participation and recording statements.

Public Announcements and Comment

Laura Kelley requests that the Select Board allow the home rule petition to reduce pesticides onto the Town Warrant. The petition states that pesticides are harmful and seeks to reduce pesticides on the exterior land, so not inside homes or on bodies. Pesticides have been proven to travel from wherever they are applied to other properties or to community shared resources. The Town of Orleans passed the home rule petition last fall by 68% and the assembly of delegates were 100% vote in favor of it. Once it passes at a Town Meeting level it goes to the State as a bill. Ms. Kelley hopes that Brewster will join Orleans in this mission. This is not a ban of pesticides, but a reduction of exterior use.

Select Board Announcements and Liaison Reports

Selectperson Whitney shared that the Bicycle and Pedestrian Committee currently has two vacancies, their goal is to make walking and biking more enjoyable, inclusive, equitable, and accessible throughout the Town of Brewster. Anyone interested in serving on the Committee should contact Erika Mawn in the Town Manager's office.

Town Manager's Report

Mr. Lombardi provided the following information:

- The last Community Forum on the future of the Sea Camps properties will be on Thursday February 15th at 6pm. The forum is virtual and will present the key elements of the plans for both properties with more detailed information on phasing and financing. There will also be a question-and-answer segment at the end of the presentation.
- The Town will host additional information sessions leading up to Town Meeting in May. There will be opportunities for residents to access both properties this Spring.
- Brewster Conservation Trust announced their partnership with the Town on the Pond Property, the Town issued a joint press release detailing our partnerships with both BCT and Mass Audubon.



Town of Brewster

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

Office of:
Select Board
Town Manager

- The State Attorney General's office has approved our three bylaw amendments that were adopted by Town Meeting in November related to changes to the Accessory Dwelling Unit (ADU), Private Road Betterments and Golf Commission bylaws. They did provide some guidance to the ADU bylaw qualifications and suggested working with Town counsel in terms of implementation of a couple different elements.
- The Water Resource Task Force provided information material for residents about the new State Watershed regulations and changes to Title V. Information is posted on the Town website, at Town Hall, and copies were included in the February water bills. Information will also be available at upcoming Town events.

Consent Agenda

- a. Recycling Commission Appointment: Dru Lindgren
- b. Facility Use Applications: Drummer Boy Park (Friends of Brewster Dog Park plus Fee Waiver Request) and Linnell Beach (Wedding Ceremony)
- c. Request to Declare Items as Surplus: Fire Department and Department of Public Works
- d. Updates to 2024 Non-Commercial Shellfish Rules & Regulations
- e. Sign the March 5, 2024, Presidential Primary Warrant
- f. Letter of Support for Community Preservation Act Application for 3571 Main Street Conservation Restriction
- g. New Memorandum of Understanding with Cape Light Compact for Shared Energy Manager Position (Joint with Orleans, Chatham, and Eastham)

Selectperson Hoffmann moved to approve the consent agenda of February 12, 2024, as presented in the packet. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

6:10pm- Public Hearing on the Renewal of Shellfish Grants for: Brian Daley, Emily Sumner & Tyler Daley, and Stanley P. Werzanski & Joseph Werzanski

Selectperson Chaffee moved to open the public hearing at 6:12pm. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Chris Miller reviewed that there are three separate grants that are requesting renewals, the Daley grant off Ellis Landing, the Sumner and Daley grant off Mants Landing and the Werzanski grant also off Mants Landing. Additionally, Brian Daley and Stanley P Werzanski wish to add their spouses to the name of their grant.

Mr. Miller noted that grants are like real estate leases and the State requires coordinates that designate the four corners of the grant and the size of it. Grants are generally marked with buoys and are clearly designated. The Natural Resources Department monitors the grants in the Spring and adjusts accordingly. The grant renewals are for a 10-year extension.



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Selectperson Hoffmann shared that the public hearing was noticed in the Cape Codder on February 2nd and 9th of 2024.

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

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

Discuss and Vote on Recommended Comprehensive Plans for Bay & Pond Properties – Select Board FY24-25 Strategic Plan Goal SC-2

Mr. Lombardi shared that the Select Board, the Pond Property Planning Committee (PPPC), and the Bay Property Planning Committee (BPPC) had a joint meeting that discussed definitively deciding on what the plans would include on the 10 acres of the secluded zone on the Bay Property and the 10-acres of the Pond property closest to 137. There were also discussions about whether the plan for the Bay property would include an area for a new community center or broadly take a community campus approach. Both committees discussed the merits of each of these and voted on the policy questions. The Select Board voted on their recommendations but there was not a vote on the final plans. After the meeting Reed Hilderbrand updated the plans, BPPC met again to review and provide more definition around what constitutes as future municipal uses, they also carved out that the Westcott House and Spruce Hill buildings are available for reuse for housing sooner than later. The BPPC voted for the updated plan, the plan for the pond parcel hadn't changed substantially. The plan reflects the 10 acres set aside for community housing and wastewater treatment.

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

Update on Draft FY25 Brewster Elementary School Budget- Katie Miller Jacobus, Brewster School Committee Chair

Katie Miller Jacobus shared that World language was a successful program for the last two and a half years, the initial plan was to add this program at Eddy. Unfortunately, the Spanish teacher moved off Cape in December. The school committee believes a world and cultural program would be supported by all stake holders but struggles to provide this student opportunity with budget constraints. Parents have started a petition and spoke at a school committee meeting on the importance of this program.

Ms. Miller- Jacobus reviewed potential revenue streams and ways to broaden the capacity through the schools. Noting that there are several grant funded programs that provide multiple small awards each year.



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Ms. Miller-Jacobus expressed that in some ways the elementary schools are de facto community centers already, with the Town, the Whitecaps, YMCA, the Latham Centers, Nauset Youth Alliance, and Recreation Department using the schools for various reasons. Currently all use of the schools is in kind use for great programming and servicing. This does not help to cover the cost for utilities, custodial support, and maintenance in the school budget. Ms. Miller- Jacobus shared that the school committee is trying to get a broader view of how to work as a community.

Ms. Miller-Jacobus noted that the biggest cost drive is the Special Education costs, Special Education is legally mandated and morally required and is the most difficult to predict. Ms. Clenchy added that there isn't a choice when it comes to Special Education, the identifications are decided by a team of advocates for the child and when the decision is made it is final and can't be altered. At Stony Brook 18% of kids are on an Individual Education Plan (IEP), not including pre-K which is almost at 50%, but this is expected in an integrated program. At Eddy, just over 25% of students are on an IEP, about 100 students. Ms. Miller-Jacobus that it is more cost effective and better for education to provide upfront early childhood services. When we cut back on interventionist or other special education support, sometimes the schools have to contract out the service, which is very expensive. Currently, including Special Education, the budgets are still a long way away from a 4.5% increase.

Chair Chatelain inquired if there were mechanisms in place to help find stability and referenced an increase in the Special Education budget in 2021-2022. The Special Education Stabilization fund is intended to back fill unbudgeted special education that comes online during the school year, which is the only allowable use of the fund. Mr. Lombardi noted that the Town was able to appropriate these funds initially to the new Special Education Stabilization fund because of State aid, which is not a major funding source to support overall operating budgets. Chapter 70 is a revenue source but is incremental year over year.

Ms. Clenchy stated that a lot of the special education services are out of the district, which the schools have no control over. Mr. Lombardi noted that in the elementary school budgets there is a line item for out of district placements, in the two schools this item is up \$120K, about 13% of the total increase from this year to next. Ms. Clenchy noted that the State understands that this is problematic and has set up a special fund this year, Reserve Relief, though schools will have to meet certain criteria, application is during the month of March.

Selectperson Hoffmann shared that with Special Education we need to provide services to students for them to make educational progress in the least restrictive environment. She asked if the resources only allowed to service students within their own school. Ms. Clenchy stated that they have been sharing resources to meet specific needs and when there are enough children to group into a program they do so, once there is no need the program is disbanded. If there is a need for contracted services that is completed at a high hourly rate.

Selectperson Chaffee understands at the core we want to provide excellent quality education to the children, and she understands the pressure the school is under to provide certain services that are incredibly expensive and asked if there is anything else we can ask the State for in regard to the escalating



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costs of Special Education. Ms. Clenchy responded that Superintendents continue to advocate for additional funds and reviewed ongoing efforts towards greater legislative support. Mr. Lombardi agreed that there is a lot of advocacies for State aide and noted that the State has significantly increased their financial assistance in different ways across different school districts, this is not unique to Brewster or Nauset.

Selectperson Bingham expressed her concerns of the operating budgets for the schools and how to present this to Town Meeting voters. Ms. Miller- Jacobus agreed that there is a concern and noted that as far as potential State funding for education, there was some \$30M for a literacy launch and there has been some momentum behind universal pre-K for four-year-olds. We also don't know the full impact of the implementation of the Fair Share Act, the bill that passed where anyone making an annual income above \$1M pays a 4% tax only on what is above \$1M, which is then split between education and transportation. Ms. Miller- Jacobus voiced how fortunate the schools have been that citizens have backed the educational programs.

Mr. Lombardi commented that the 5-year financial forecast was developed with our best assumptions, this informs budget guidance, ultimately the Town said we can afford a 4-5% increase (a moving target) and anything above this would be in the form of an override. There is no intention of trying to pit the Town against the schools and the Town is held to the same standards as the schools. The concern is the increase in taxes to our residents, which we continue to hear, this is not sustainable. How it directly impacts the Town is that it will be more challenging to build a budget that the residents will support. Mr. Lombardi requested to know what the staffing levels at the schools are now and what they are proposed to be. He also inquired about the significant increase in pre-school tuition, Ms. Clenchy will look into this.

Review and Vote to Allow James Trainor to Assign the Lease Agreement for Lot #3 in Freemans Way Industrial Park to SBS Properties LLC

Mr. Lombardi provided some background on the lease agreement for Lot #3 at 59 Commerce Park Road, the lease was originally assigned in 1985, in 2003 the lease was assigned to the Two-Family Trust and last year the Select Board approved the lease to be assigned to James Trainor. The Select Board also recently approved a one-time extension of the lease that will go through 2035. Jim Trainor, who is affiliated with the Two-Family Trust, is requesting to lease the property to SBS Properties, Chris Diaz, who is the long-time tenant of the property.

Selectperson Bingham moved to allow James Trainor to assign the lease agreement for Lot #3 in Freemans Way Industrial Park to SBS Properties LLC. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Update on Town's Inaugural Juneteenth Celebration

Through our conversations about Diversity, Equity and Inclusion, there have been residents who have expressed interest in an event in Brewster for Juneteenth. Ms. Taylor and Mr. Cutler have teamed up to plan the town's inaugural Juneteenth celebration. The celebration will take place on Wednesday June 19,



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2024, at Drummer Boy Park from 10am until 2pm with Brewster Ladies Library as the rain location. Some of the details shared about the celebration include:

- The event will include music, food, performers, activities, and educational entertainment.
- Main Events at the Gazebo include:
 - 10am Reading of Emancipation Proclamation by Representative Chirs Flanagan
 - 1030am Musician Fred Clayton (Blues)
 - 1145am – Musician Ron Williams (Jazz)
 - 1pm – Ammaya Dance and Drum group (interactive event)
- Additional activities:
 - Windmill open from 10am – 2pm with tours
 - BIPOC-Owned food truck 11am – 2pm
 - Welcome Banner by Nauset Youth Alliance
 - Information and activities tables hosted by Brewster Ladies Library, the Council on Aging, the Cultural Council, Cape Cod Cape Verdean Museum and Cultural Center and the Brewster Book Store. Activities will include face painting, Macala, and a coloring station featuring color of the world crayons.
- Review of the set-up plans for Drummer Boy Park and logistics
- Review that there may be potential additions that may include the Chamber of Commerce and local businesses.

Selectperson Bingham suggested having some of the local schools more involved in the celebration. All members of the Select Board are impressed with the planning for this important event.

Review Preliminary List of Warrant Articles for Spring 2024 Town Meeting

Mr. Lombardi reviewed the list of current warrant articles that may be included in the Town Meeting warrant, some things may be added or dropped along the way. The list of 24 articles is included in the packet. Mr. Lombardi explained some of the details about the Vesper Pond Private Road Betterment project, the Town is working with residents of Vesper Pond in seeking additional authorization of funding at Town Meeting. The proxy votes are due by March 27, which will determine if the article moves forward.

The Millstone Road Improvement project is seeking temporary easements on residential property. The Town needs resident approval to move forward and has been working since September to explain the project and receive approval for temporary access to their property. The original warrant article included standard eminent domain language, the motion on the floor was to remove the language. We may need to go back to Town Meeting to have the language reinstated, if this is the case, the Town would be compensating those residents at the same level we would otherwise. A final follow up letter will be sent this week to residents. The funding, State and local approvals are in place, this is the last piece needed to finalize design and issuing solicitation. The Town has worked with an engineer to identify the portions of property that will be temporarily impacted and worked with an appraiser to have a consistent and fair market methodology to determine the value of the temporary impact.



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Mr. Lombardi noted that there are placeholders for citizens petitions, though nothing has been submitted yet. They include short-term rental regulations and registration, similar to the petitions brought forward at Special Town Meeting in the Fall and a Home Rule petition for pesticide reduction and a regional group that is working on a resolution for Medicare for All legislation.

Discuss and Vote on Final Revised American Rescue Plan Act Funding Plan

Selectperson Chaffe recused herself from this agenda item. Mr. Lombardi noted that there have been multiple iterations of the spending plan over the past couple of years and we are now nearing the point where we must finalize the exact allocation of the funds of a little over \$1.5M. The two significant changes are related to the large public works projects that have been funded by ARPA, site remediation at the Seam Camps and the Long Pond Boat ramp, which both are almost complete. Mr. Lombardi noted that one thing that is not identified in the memo in the packet is the \$40K increase for access to the Sea Camps property to hire a full-time maintenance assistant in the FY25 budget. The position is for 40 hours a week for 32 weeks of the year and we are looking to use a portion of the ARPA fund to hire the person in April to be on board for the start of the season. In FY25 we will transition the position to be supported by the General Fund. Mr. Lombardi reviewed other changes in the plan:

- \$14K decrease in the Long Pond boat ramp project
- Very small increase in Building & Health Department overtime
- \$50K for Sea Camps planning support

Mr. Lombardi shared that the Town received reconciliation from FEMA regarding our pandemic expense reimbursement, there was about \$28K that were not eligible for. The proposal is to fund the difference with available ARPA funds. The funds have to be allocated by December 2024 and the Town has until the end of calendar 2026 to spend the funds.

Selectperson Bingham moved to approve the final revised American Rescue Plan Act funding plan. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 4-Yes, 0-No.

Selectperson Chaffee rejoined the meeting.

Re-Vote on Fire Department Staffing Recommendations- Select Board FY24-25 Strategic Plan Goal G-3

Selectperson Chaffee moved to rescind the following vote on the motion from the January 22, 2024, "Selectperson Chaffee moved to ask Chief Moran to proceed with applying for the Safer Grant as soon as possible. If we are unsuccessful with that, then in 2025 we would proceed to seek an override to fund the positions. Selectperson Bingham amended the motion to include whether we are successful or not we go for an override for FY26." Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.



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Selectperson Bingham expressed her concern with the original vote and after careful review would be willing to support two additional positions but feels four is a reach. She is thinking about the taxpayers and other departments as well.

Selectperson Whitney commented that mutual aid is a matter of circumstance and does not believe that we are properly staffed. He is in favor of the Safer Grant application as he would hate to leave potential Federal money on the table.

Chair Chatelain and Mr. Lombardi stated that if the Board were to have a different policy discussion about the Fire Department staffing recommendations, then Chief Moran should be in attendance to be able to discuss and answer questions.

Selectperson Bingham moved to revote the motion made on January 22, 2024, which was to ask Chief Moran to proceed with applying for the Safer Grant as soon as possible. If we are unsuccessful with that, then in 2025 we would proceed to seek an override to fund the positions. The motion was amended to include whether we are successful or not we go for an override for FY26. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Hoffmann-no, Selectperson Bingham-no, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-no. The vote was 2-Yes, 3-No.

Chief Moran will be invited to the next meeting for further discussion.

FYIs

Cape Cod Regional Transit Authority (CCRTA) will now be offering free fares to seniors over 60 and residents with disabilities. Brewster Council on Aging will be hosting a registration program to help sign up, sign ups can also be completed online. Mr. Lombardi, as Brewster's representative on the RTA Board has been advocating to encourage more public transit and to make it easier.

Matters Not Reasonably Anticipated by the Chair

There was discussion on the recent budget meetings and suggestions on ways to improve the schedule for future years. All agreed that the presentations were fantastic, and a lot of effort was put into the budgets to make them transparent.

Selectperson Chaffee moved to allow remote participation for all meetings tomorrow February 13 due to inclement weather. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Next Meetings

February 26, March 11, March 25, April 8, and April 22, 2024



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Adjournment

Selectperson Bingham moved to adjourn at 8:33pm. Selectperson Chaffee seconded the motion. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda items, Shellfish grant renewals, recommended comprehensive plans for Bay and Pond properties, draft FY25 Brewster Elementary school budget, Lot 3 Lease assignment, Juneteenth celebration information, warrant articles, ARPA funding plan, FD staffing FYIs.

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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: February 26, 2024
TIME: 6:00 PM
PLACE: 2198 Main Street, Room A

Participants: Chair Chatelain, Selectperson Whitney, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Suzanne Kenney (Health and Human Services), Fire Chief Robert Moran, Deputy Chief Varley

Remote Participation: Selectperson Hoffmann

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

Chair Chatelain called the meeting to order at 6:02pm and declared a quorum with members Cindy Bingham, Mary Chaffee, Dave Whitney and himself in person and member Kari Hoffmann remote. Chair Chatelain read both the meeting participation and recording statements.

Public Announcements and Comment

None

Select Board Announcements and Liaison Reports

Member Chaffee thanked both the Recycling Commission Chair and the Brewster Ladies Library for hosting another successful Fix-It Clinic.

Town Manager's Report

Mr. Lombardi noted that in person early voting for the upcoming Presidential Primary elections is happening now between 830am – 4pm in Room C at Town Hall. For those who are interested in signing up for vote by mail for the upcoming primary election must submit request to receive their ballot by mail by tomorrow, February 27, 2024. Going forward, voters have until five days before each of our upcoming elections this calendar year to submit their request to receive a vote by mail ballot.

Consent Agenda

- a. Approval of Meeting Minutes: February 5, February 7, and February 9, 2024
- b. Brewster Cultural Council Appointment: Anne Weirich
- c. Application for Facility Use: Brewster Conservation Trust (Punkhorn Parklands)
- d. Request to Declare Items as Surplus: Police Department
- e. Request to Install Fiber Optic Service Line at 1657 Main Street Cell Tower
- f. Intermunicipal Agreement with Falmouth to Purchase Oyster Seed
- g. Request for Certified Vote for Community Development Block Grant (CDBG) Housing Rehabilitation Mortgages

Selectperson Hoffmann moved to approve the consent agenda of February 26, items (a) through (f). Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes,



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Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Selectperson Hoffmann moved to authorize The Resource, Inc. (TRI) to record mortgages on behalf of the Town of Brewster for participants of the CDBG housing rehabilitation program, and further authorize TRI to sign and record mortgage modifications, subordinations, and discharges for said loans. Copies of all mortgages recorded, amended, or discharged under the Brewster CDBG program will be provided to the Town. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Presentation and Vote on the Health and Human Services Committee FY25 Funding Recommendations- Suzanne Kenney, Health & Human Services Committee Chair

Ms. Kenney shared that twenty organizations have applied for funding this year, in the packet is a table that identifies the amount of the request for FY25 and the committee's recommendation for funding. Three more agencies applied this year than in the last two previous years. These organizations provide a range of services, everything from summer lunch programs for kids to meals for our seniors, housing assistance including rental support and paying down utility bills, health services including physical health, behavioral health and recovery services for those struggling with substance abuse. The 20 organizations impacted 3,000 of our Brewster neighbors.

Ms. Kenney noted that the committee's process included two months of deliberation, reading all 20 proposals, and presentations from 8 of the agencies. The new organizations include Housing Assistance Corporation, Pause A While and Society of St. Vincent de Paul. The committee worked within budget parameters and were given a 10% increase over the previous year. With this mindset the committee recommended a 2.34% increase over last year for the previous 17 agencies on average and for the 3 new, they received the remaining \$10K. The total funding amount is \$144,181.00.

Selectperson Hoffmann moved to approve to fund the FY25 funding recommendations of the Health and Human Services committee as outlined in the packet. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Discuss & Vote on Fire Department Staffing Recommendations – Select Board FY24-25 Strategic Plan Goal G-3

Chief Moran referenced the memo in the packet that details the more critical factors and aspects on why the hiring plan is so important to the Fire Department and residents of Brewster.

Selectperson Chaffee commented that there are a lot of responsibilities in Town government, which are all important, but nothing is more important than the health and safety of the people who live, work, and visit Brewster. She continued that based on the report, the Fire Department is not adequately staffed to meet the needs of the community.



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Selectperson Bingham shared that she has struggled with the decision and clarified that the request is to apply for a SAFER grant to hire four firefighters. If not successful, then there would be a request for an override next fiscal year. The SAFER grant is federally funded and would fund four paramedics for three years, after that the Town would require an override vote in order to keep the positions. Chief Moran responded that he continues to work with the Finance Team on a daily basis to come up with some financial solution for this situation.

Selectperson Hoffmann asked if it has been authorized in the past for an override to be added to a warrant a year in advance. Mr. Lombardi responded that the Fire Department received a SAFER grant funding for two new firefighters in 2017, which ultimately resulted in an override brought to Town Meeting in 2019 that was approved to permanently fund the two positions. He is unsure of the timing of the Board's commitments relative to the override for funding the positions, though it is fair to say there were policy decisions made well in advance.

There was discussion about other potential funding sources beside an override. The four new firefighters would increase ambulance revenue and decrease the number of items needed to rely on mutual aid. Both Mr. Lombardi and Chief Moran are cognizant of bringing an operating override to residents to fund Town operations. Over the past five years the Fire Department has updated their strategic plan, one of the key recommendations from that process was the identification of staffing issues that need to be addressed. Some of the funding options that have been discussed include:

- Marijuana revenues- though early in terms of having real data, the Town projects starting FY26 with \$150K in the operating budget and incremental increases of \$50K each year over the next three years. In the forecast this money was included as a General Fund revenue source.
- Ambulance revenues have been up and are monitored on a regular basis. Should expect to see some incremental increases in revenues, though need to be careful to make sure our revenues are equal to expenses.
- The operating budget may have a small amount of funding in the Call Firefighters, as this is a model that is not utilized anymore.

Mr. Lombardi also referenced the increasing pressures associated with minimum staffing needs and impacts on overtime costs. There will not be significant funding within available resources within the Fire Department to fund the positions. There could be funding sources outside an override that could support 1-2 positions before the SAFER grant sunsets, but the balance would likely have to be funded through an operating override.

Selectperson Whitney commented that there is a risk to the people of Brewster that the Fire Department could be shorthanded at a critical time of need. He is also concerned for our employees with forced overtime as it is a horrible way to make money and could be a reason for the high turnover rate.

Selectperson Hoffmann moved to support the submission of the SAFER grant to fund four additional firefighters over three years with the understanding that the fourth year and beyond the continued funding for these positions will be through a variety of funding sources and could include an override. If the grant is



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not funded, the funding for the four additional firefighters will be funded through a variety of sources and could include an override brought to Town Meeting in May 2025. Selectperson Chaffee seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Discuss and Vote on Sale of Affordable Home by the Brewster Affordable Housing Trust at 212 Yankee Drive

Ms. Kalinick shared that the rehabilitation work is completed on the 3-bedroom, single family home that is currently on the Towns Subsidized Housing Inventory. The lottery for the home was held last week and currently working towards a Purchase and Sales and a closing date. Ms. Kalinick shared that working through legal counsel there are two proposed motions for the Select Board to vote on, the first that allows the Affordable Housing Trust, who has care, custody, and control of the home to enter a Purchase and Sales agreement and ultimately sell the home on behalf of the Town. The second is an "in case", though the Town voted to transfer the home to the Affordable Housing Trust, we may have to record a deed, should the title company and closing attorney for the buyer request one. Ms. Kalinick thanked the many departments who assisted along the way to make sure the home stayed on the Subsidized Housing inventory.

Selectperson Hoffmann moved, pursuant to the provisions of Section 18-15(C) of Chapter 18 of the Town's General Bylaws, to authorize the Brewster Affordable Housing Trust to convey and sell the property located at 212 Yankee Drive, having a value in excess of \$50,000, to income eligible households subject to an affordable housing deed restriction. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Selectperson Hoffmann moved, pursuant to the vote taken under Article 15 of the May 14, 2022 Annual Town Meeting, to sign a deed, if necessary and/or appropriate, and convey to the Brewster Affordable Housing Trust the parcel of land with the improvements thereon located at 212 Yankee Drive, identified by Assessors as Parcel 77-37-0 and acquired by the Town by tax taking, for affordable housing purposes and for the purpose of conveyance. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Discuss Potential Format for the Sea Camp Comprehensive Plan Warrant Article(s) at Spring 2024 Town Meeting

One of the key considerations for the Board to discuss is whether to bring one article or two to Town Meeting. Mr. Lombardi noted that when the Town acquired the properties it was in two articles for a variety of reasons. Throughout the community outreach process forums were held jointly for the properties.

The Board recognizes that there is a tremendous amount of information, the Town will host information sessions and open the properties to residents prior to Town Meeting. Mr. Lombardi noted that the articles



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will be part of the lottery and could come up at anytime during Town meeting. He does believe that they can be taken up together as they are substantively related, if there are two articles.

Members of the Board expressed the importance of educating residents that the vote does not carry any authorization to appropriate funding, this is a multi-step process. The vote is on the plans for the properties, which can also change as circumstances change.

There was clarification that for this kind of land use plans, Town Meeting vote is to accept them with a yes or no vote, there is no ability to introduce motions to change the plan. A resident that reads the warrant article as a reasonable expectation that what is in the warrant is what Town Meeting is voting on. These are significant decisions, and the Board will be prepared to make a vote at one of the two upcoming meetings.

Discuss and Vote on Spring 2024 Town Meeting Warrant Articles

Mr. Lombardi shared a couple of updates on Town Meeting warrant articles:

- We anticipate at least one outstanding obligation and may have one budgetary transfer; these will be voted on at the meeting on March 15.
- Budget articles will be voted on at the March 25 meeting, except Cape Cod Tech which will present their FY25 budget on March 11.
- An update on the Town budget will be given at the next Select Board meeting, by then the schools should have their process completed to finalize the town budget, generally speaking the budget has been adjusted to account for a 4.25% increase.
- The appropriation from overlay to fund the Childcare Subsidy Pilot Program will be added to the list of articles.
- There are two local option provisions for the Senior Tax Work Off Program and the Veterans Tax Work Off Program that gives Towns options for people who are not physical able to meet the volunteer work requirements under the program to have a representative work the hours for them on their behalf.
- No citizens petitions have been submitted at this time.

Discuss and Vote on Select Board Policy Updates (#39, #45, and #67)

Ms. Kalinick explained that policy 39, Brewster Town Government Access Channel, has not been updated since 2012. Updates have been made with input from Suzanne Bryan, the Media Services coordinator. The major change is the extent to which we broadcast our board/committee meetings.

Selectperson Chaffee moved to approve the updated Select Board policy number 39. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Policy 67 is a new policy that was created out of inquiries about the use of metal detectors on Town property, there currently are no rules and regulations in place for this. The policy was created with input from Chris Miller and the Department of Natural Resources with review by legal counsel as some of the lands are not under the care, custody, and control of the Select Board. This policy sets forth a way by which



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
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Office of:
Select Board
Town Manager

people can apply to do metal detecting activities on Town land and protects any historical artifacts and concerns about sensitive areas. There are exemptions included in the policy, however sensitive resources are not exempt such as coastal dunes.

Selectperson Chaffee moved to approve new Select Board policy number 67, Policy and Procedures for the Use of Metal Detectors on Town Land. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Policy 45, the Remote Participation policy amendment addresses the need to allow the Town Manager or their designee to decide to allow remote only participation during emergency type situations.

Selectperson Chaffee moved to approve Brewster Select Board policy number 45; Public Meeting Participation by Remote Technology policy as amended. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

FYIs

No questions

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None

Next Meetings

March 11, March 25, April 1 (Tentative), April 8, and April 22, 2024

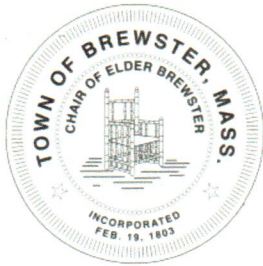
Adjournment

Selectperson Chaffee moved to adjourn at 7:15pm. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

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 items, HHS Committee presentation, FD Staffing recommendations, Sale of Affordable home, CCSC Comprehensive plan, Spring 2024 TM articles, SB Policies, FYIs.



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>Brewster Chamber of Commerce, Inc.</i>
Applicant's Address: <i>PO Box 1241, Brewster 02631</i>
Telephone # and Email Address: <i>508-896-3500 Kyle@brewster-capital.com</i>

Section 2: Event Information

Type of Event: <i>Member networking</i>
Location of Event: <i>Leightow Team, Keller Williams Realty, 2672 Main St. Brewster</i>
Date of Event & Proposed Times: <i>Thursday, March 14, 2024 5:30-7 P.M.</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer + Wine</i>
Number of attendees anticipated: <i>30</i>

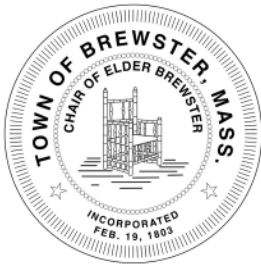
Section 3: Server Information:

Server name, address, and phone #: <i>Kyle Hinkle, 2198 Main St., Brewster 508-896-3500</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

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

Applicant Signature: _____ Date: _____



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www.brewster-ma.gov

Office of the:
Select Board
Town Manager

March 11, 2024

Ed Augustus- Secretary
Executive Office of Housing and Livable Communities
Commonwealth of Massachusetts
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: CDBG Housing Rehabilitation Application for FY24

Dear Secretary Augustus,

The Brewster Select Board in support of the **FY24** Community Development Block Grant (CDBG) application to the MA Executive Office of Housing and Livable Communities (EOHLC). This grant will allow the regional lead town of Brewster to continue meeting the housing rehabilitation and childcare voucher needs of LMI (low-moderate income) residents in Dennis, Brewster, and Wellfleet. **The FY24 Brewster Regional Grant** will provide approximately \$1.375 million to rehab about 26 homes and provide childcare vouchers for up to 26 families in these towns.

The affordable housing and economic development challenges across the Commonwealth are historically well documented. Now, more than ever, CDBG funding is a vital resource for stabilizing and preserving existing homes in our region and ensuring that working families have affordable childcare.

The Housing Rehab Program provides homeowners earning less than 80% of the area median income with an opportunity to address critical safety and energy upgrades to their homes. The childcare component of these grants provides financial assistance for LMI families who rely on local, licensed childcare providers to care for their children while they are at work. Given the extraordinary current economic situation and housing shortage in our region, these programs typically reach full capacity by the third quarter of the fiscal year. Together, the Housing Rehab Program and Childcare Voucher Program play a vital role in stabilizing the year-round families living in these towns.

Through The Resource, Inc, the current FY22/23 CDBG grant is expected to work on 26 housing rehabilitation projects and serve 26 families with childcare support. Not only does the grant funding assist LMI households, but it also boosts the local economy by providing work to local contractors.

I urge you to provide the funds requested so that our local communities can continue their work with LMI homeowners in need of critical home repairs and with working families in need of safe and affordable childcare for their young children. Thank you for your consideration of these proposals.

Sincerely,

Ned Chatelain
Chair, Brewster Select Board



Town of Brewster

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

Office of:
Select Board
Town Manager

March 11, 2024

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

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

Dear Mr. Lager;

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

1. Access from Saints Landing Beach shall be granted beginning at **sunrise on Monday, March 18, 2024, to sunset, Friday, March 29, 2024** for supplying approximately 661 cubic yards of sand to the property. Access shall be allowed for one excavator, a Hydrema wide rubber-tired truck for use on beaches, and a 3 cy end loader.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above-listed equipment, including the 661 cubic yards of sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and SumCo Eco-Contracting, LLC must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at Saints Landing, as well as residents.
5. Prior to the use of the landing, a minimum thirty-six (36") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

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

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

8. The contractor shall provide a \$10,000 bank check or bond, to be held by the Town as financial assurance of performance and to cover the potential cost of reparations of any damage to the Town's property. (received)

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

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

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

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

Sincerely,

Conor Kenny

Conor Kenny
Project Manager

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



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

OFFICE OF
CONSERVATION COMMISSION

Town Landing and Public Beach Access Request Form

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

Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: **Saints Landing**
- Proposed start and finish dates: **March 18, 2024 to March 29, 2024**
- Estimated duration of work: **10 business days**
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided. **(See bottom of 2nd page)**

Contractor Information

- Name of contractor(s) performing work: **SumCo Eco-Contracting, LLC**
- Phone number for contractor(s): **office 978-744-1515 Cell (Dave Lager) 781-789-2382**
- Email for contractor(s): **dlager@sumcoeco.com** (Dave Lager)
- Address of contractor(s): **2 Centennial Drive, Peabody, MA 01960**

Property Information

- Address of property where work is to be performed: 91 Crocker Rd., Brewster
 - Property owner(s): **Craig Pfannenstiehl**
 - Phone number of owner(s): 617-201-4951
 - Email of owner: **craigpfann13@gmail.com**
 - Conservation Permit Number for work: **SE 9-1672**
 - Submit Conservation performance bond if applicable under the Orders of Conditions
 - Submit sieve analysis and source information for nourishment sand
 - Submit sieve analysis for existing sand on the property
 - Submit written work notice and "before" photos of the project site
-



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

OFFICE OF
CONSERVATION COMMISSION

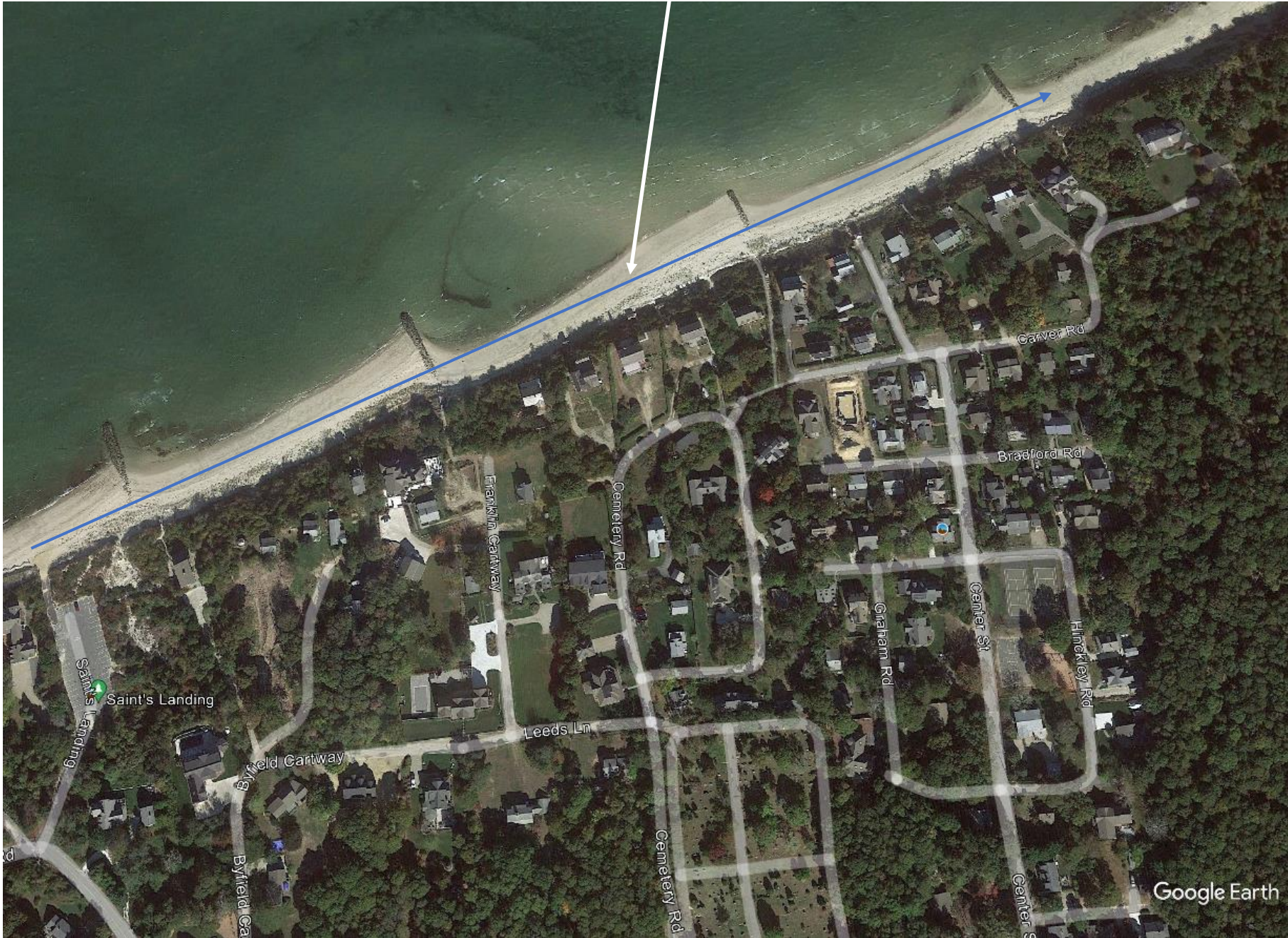
Attachments:

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

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

Work involves placing sand nourishment over a previously approved and constructed rock revetment at 91 Carver Road. We are requesting use of Saints Landing to access the beach and move the equipment and sand nourishment materials to 91 Carver Road to do the work, and at the conclusion of the work to move the equipment back to Saints Landing. Equipment involved would be an excavator, Hydrema wide rubber tired truck for use on beaches, and 3 cy end loader to load the Hydrema.

Route of Travel – Saints Landing to 91 Carver





February 17, 2024

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

Please be advised that SumCo Eco-Contracting, LLC has been retained by Craig Pfannenstiehl of 91 Carver Road to do sand nourishment over an existing coastal bank revetment.. We have requested use of Saints Landing from the Town of Brewster to allow equipment access to the beach, as well as the movement of sand (approx. 660 cy) from Saints Landing to 91 Carver Road. We are required by the Town of Brewster to notify you that a tracked skid steer and a excavator will be traversing the beach to access the property location. Also, at low tide, a Hydrema wide rubber tired truck for use on beaches will be used to move sand to 91 Carver. This work is anticipated to occur during the week of March 18 (depends on weather conditions). Impact on the beach would be negligible.

If you have any questions, concerns or comments please contact the undersigned, or the Town of Brewster Conservation Commission. The MDEP File Reference Number for this project is SE 9-1672.

We thank you in advance for your consideration.

Yours truly,

David C. Lager
dlager@sumcoeco.com
781-789-2382 (m)
978-744-1515 (o)



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

Office of:
Select Board
Town Manager

MEMORANDUM

To: Select Board
From: Erika Mawn, Executive Assistant
RE: Harbor Lights Mini Golf Seasonal Liquor License Application
Date: March 7, 2024

In February 2024 the Town Manager's office received an application for a General On-Premises Wines and Malt Beverages Seasonal Liquor License from Putt Putt Chicken Butt, Inc., d/b/a Harbor Lights Mini Golf & Ice Cream located at 81 Underpass Road. The seasonal dates of liquor licenses are from April 1 through December 31 each year. Harbor Lights Mini Golf is open from Memorial Day weekend through Labor Day weekend.

The Alcohol Beverages Control Commission (ABCC) does not have a limit on the number of seasonal pouring licenses. Brewster currently has six establishments that hold a seasonal liquor license. There is no state requirement for an on-premises licensee to serve food, unless they are applying for a restaurant type of license, which is not the case here.

The Select Board approved a Common Victualler license in June 2023 and an Annual Entertainment license in July 2023 to Harbor Lights Mini Golf & Ice Cream - both are included in the packet. They are open from Memorial Day weekend through Labor Day weekend, and their hours of operation are 10am - 10pm, 7 days a week. The proposed hours of liquor sales are from 10am until 9:30pm.

As part of the application process, the Town Manager's office placed an advertisement in the local paper and the applicant was responsible for notifying abutters of their request for a seasonal liquor license. Additionally, the liquor license application was shared with various Department Heads for their feedback and comment, which is summarized below:

- Tax Collectors Office - There are no outstanding tax payments.
- Planning Department- The use is allowed by special permit in the subject CH district ("outdoor commercial amusements"). Doesn't think alcohol sales would be any different for zoning purposes from the current food concessions use or require further zoning permitting before Boards.
- Health Department- In 2023, new owners took over Harbor Lights Mini Golf as a seasonal operation serving take-out ice cream novelties. At the time, a Title 5 Septic Inspection was conducted and was deemed adequate and functioning properly. No concerns with the application, owners are in full compliance with the Health Department.

- Building Department
 - Noted that the current site plan submitted does not show the stairs to the second floor as they appear today, they come straight out of the building into the back yard.

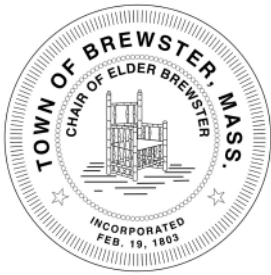
- Fire Department:
 - Access and egress to golf area and building shall be maintained at all times per 527 1.00MA Comprehensive Fire Safety Code.
 - Parking in designated spaces only.
 - No parking allowed in parking lot lanes (fire lanes). This ensures FD access/egress in the event of an emergency response to the location.

- Town Administration:
 - Should the liquor license be approved, the establishment would need to employ persons 18 years of age and older to handle, sell or serve alcoholic beverages according to M.G.L Chapter 138 Section 34.
 - The following concerns should be addressed in consideration of a liquor license:
 - Will there be tables or free-standing cup holders for patrons to put their drink down during their turn of golf?
 - Tripping hazards throughout the golf course should be reviewed and remedied on a regular basis.
 - The only public restroom facility is a single port-a-john located near the parking lot.
 - The description of the licensed premises should be very detailed regarding where alcohol can be consumed.

- Police Department:
 - The licensee should assure that there is clear delineation via physical barrier and signage demonstrating where there should be “No Alcohol Beyond This Point”.
 - The licensee should have some safeguards in place to assure that alcoholic beverages are not only being sold to, but also being consumed by persons 21 years of age and older. In a bar/restaurant setting, waitstaff can monitor who is consuming purchased drinks. This setting would make that supervision more difficult.
 - Suggested a possible remedy could include only serving one drink per presented ID at a time. This is common practice at many sporting venues.

The owner, Amy McCaffery had the following response to Chief Eldredge’s comments: Both exits will have “No Alcohol Beyond This Point” sign added. There is an additional fence by hole 16 that signage will be added to that abuts the parking lot but is not an exit. They are on board with only serving one drink at a time.

Since the Town has not granted a liquor license to a miniature golf establishment in the past, I reached out to 14 Towns on Cape to inquire if they currently license a miniature golf course. In the Town of Harwich, the Weatherdeck Restaurant has held a Seasonal Wine & Malt Beverages Liquor license since 1991. No other Town has licensed such an establishment.



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Phone: (508) 896-3701
www.brewster-ma.gov

Office of:
Select Board
Town Manager

APPLICATION FOR LIQUOR LICENSE

Application must be submitted in addition to the ABCC application. There is a separate fee for a Town of Brewster Liquor License based on the type. Payment is required to process and is non-refundable once the license is approved. Following submission of a completed application the request will be scheduled for a public hearing during at a Select Board meeting. Please allow 4-6 weeks for processing, submit to Town Manager's office or licenses@brewster-ma.gov.

Type of Liquor License (please choose all that apply):

New License Transfer of License Change of Class Change of Category

Other _____ Seasonal Annual

§12 "Pouring License" (e.g., restaurants, hotels, clubs, taverns, general on-premises)

§15 "Package Store License" (e.g. package stores, convenience stores)

All alcoholic beverages Wine only Malt beverages Only Wine and malt beverages

Please note that Brewster has a certain number of licenses allowed by the ABCC.

Section 1: Applicant Information

Applicant's Name: Amy McCaffery
Applicant's Address: [REDACTED]
Telephone # and Email Address: [REDACTED] [REDACTED]

Section 2: Business Information

Business Name and d/b/a (if applicable): Putt Putt Chicken Butt, Inc. DBA Harbor Lights Mini Golf & Ice Cream
Business Address: 81 Underpass Rd, Brewster, MA 02631
Business Mailing Address: 81 Underpass Rd, Brewster, MA 02631
Proposed Hours of Operation: 10 AM - 10 PM
Proposed Hours of Liquor Sales: 10 AM - 9:30 PM

Description of premises:

Harbor Lights Mini Golf & Ice Cream is an outdoor miniature golf course with 18 holes and a small seating area to enjoy ice cream and refreshments. There are two entrances/exits, both will have "No Alcohol Beyond This Point" signage added.

Applicant must attach a site plan (map) of the property, detailing where liquor sales will occur.

Section 3: Additional Information:

Will there be any structural changes at the business address? Yes: _____ No: X
*If yes, a building permit may be needed, please contact the building department for more information.

Will there be any entertainment provided at the business? Yes: X No: _____
*If yes, an Annual Entertainment or a One-day Entertainment License may be required, please contact the Town Manager office for more information.

Will there be any food service or tobacco sales? Yes: X No: _____
*If yes, contact the Health Department to obtain required permits.

If abutter notification is required, the applicant will be provided with the abutter notification letter and address list. The applicant must provide proof that notification was sent using certified mail. Abutter notification must be completed prior to the public hearing. Failure to do so will result in a delay in processing.

Liquor Licensing Conditions:

- Annual Liquor License holder establishments may not close for more than 30 consecutive days without Local Licensing Authority (LLA) approval.
- Applicant has reviewed the Alcoholic Beverages Control Commission Frequently Asked Questions.
- Renewals for Annual licenses will begin in November of each year and in March for Seasonal licenses. The license holder is responsible to submit all required paperwork and payment in a timely manner.
- Once issued the Liquor License shall run with the original applicant. If there is any change in property ownership, management, hours of sales, or type of liquor license, a new application must be submitted.
- Liquor Licenses, when issued, come with the understanding that the LLA (the Select Board) has the authority to call a hearing to review the status of the license upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, noise concerns, or
 - Any other unforeseen concerns that are raised that warrant attention, or
 - Any issue, concern, and/or violation raised by Town officials, or
 - Any notification from the ABCC of violations.
- The LLA has full authority to condition, amend or revoke the Liquor License
- Signature on the application attests that the applicant understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.
- Manager of record must submit to fingerprinting through the Brewster Police Department.

Fingerprinting Requirement:

In the fall of 2021, the Town of Brewster passed a bylaw requiring civil fingerprinting for the State and National criminal history screening of applicants for the following municipal licenses: Alcoholic Beverages License (Manager), Hawker & Peddler, and Ice Cream Truck Vendor.

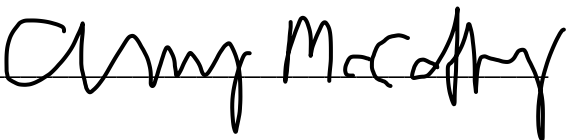
Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at (508) 896-7011 x2101 or cmawn@brewster-ma.gov to schedule an appointment.

Payment of Fingerprinting Fees:

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

The applicant must also pay the municipal fingerprint fee of seventy dollars (\$70.00) by check submitted to the Brewster Police Department.

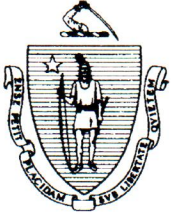
*The Board of Selectman will not approved any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the State and National criminal history information has been received. This will take a minimum of 2 weeks.

Applicant Signature:  Date: 1/24/2024

Internal Use Only:

Application Received: 2/5/2024 Fingerprint Results Received: 1/05/2024 Public Hearing Date: _____ Dept. Review: _____

Abutter Notification: _____ LLA Decision: _____ ABCC Submission Date: _____ ABCC Decision: _____



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Seasonal"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Harbor Lights Mini Golf & Ice Cream is an outdoor miniature golf course with 18 holes and a small seating area to enjoy ice cream. We are applying to sell alcohol to patrons coming to play mini-golf.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Harbor Lights Mini Golf & Ice Cream is an outdoor miniature golf course with 18 holes and a small seating area with two picnic tables to enjoy ice cream and refreshments. There is a small two story building on site where alcohol will be sold, however, customers do not have access to enter the building. There are two entrances/exits to the mini golf area, both will have "No Alcohol Beyond This Point" signage added.

Total Square Footage:	<input type="text" value="N/A"/>	Number of Entrances:	<input type="text" value="2"/>	Seating Capacity:	<input type="text" value="16"/>
Number of Floors:	<input type="text" value="N/A"/>	Number of Exits:	<input type="text" value="2"/>	Occupancy Number:	<input type="text" value="N/A"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="June 5, 2023"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Amy McCaffery	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Matthew Gschwend	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer & Secretary	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	475,000
B. Purchase Price for Business Assets	225,000
C. Other * (Please specify below)	0
D. Total Cost	700,000

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Bank, N.A., a National Associati	\$647,000.00	SBA Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Amy and Matthew provided equal cash contributions as a down payment to purchase the property/business under Putt Around, LLC and the rest was financed through TD Bank. Recent bank statement from Putt Around, LLC is provided along with the financing documentation. Putt Around, LLC leases the property to Putt Putt Chicken Butt, Inc.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
09/2013	N/A	Business Systems Analyst	Epsilon	Jen Stout
06/2023	N/A	Owner/Manager	Harbor Lights Mini Golf & Ice Cream	N/A

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

ENTITY VOTE

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

For the following transactions (Check all that apply):

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

“VOTED: To authorize
Name of Person

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

“VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,

Amy McCaffery
Corporate Officer /LLC Manager Signature

Amy McCaffery
(Print Name)

For Corporations ONLY

A true copy attest,

Matthew Gschwend
Corporation Clerk's Signature

Matthew Gschwend
(Print Name)

APPLICANT'S STATEMENT

I, Amy McCaffery the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Putt Putt Chicken Butt, Inc.
Name of the Entity/Corporation

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

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

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

Signature: Amy McCaffery

Date: 1/24/2024

Title: President



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001662170

1. The exact name of the limited liability company is: PUTT AROUND, LLC

2a. Location of its principal office:

No. and Street: 81 UNDERPASS ROAD
City or Town: BREWSTER State: MA Zip: 02631 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 81 UNDERPASS ROAD
City or Town: BREWSTER State: MA Zip: 02631 Country: USA

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

TO OWN, LEASE AND MANAGE REAL ESTATE, TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO, AND TO ENGAGE IN ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MELANIE J. O'KEEFE
No. and Street: 8 CARDINAL LANE
City or Town: ORLEANS State: MA Zip: 02653 Country: USA

I, MELANIE J. O'KEEFE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MATTHEW C GSCHWEND	PO BOX 41 SOUTH WELLFLEET, MA 02663 USA
MANAGER	AMY G. MCCAFFERY	PO BOX 41 SOUTH WELLFLEET, MA 02663 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MATTHEW C GSCHWEND	PO BOX 41 SOUTH WELLFLEET, MA 02663 USA
REAL PROPERTY	AMY G. MCCAFFERY	PO BOX 41 SOUTH WELLFLEET, MA 02663 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of June, 2023,
MATTHEW G. GSCHWEND
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

June 05, 2023 01:58 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001662184

ARTICLE I

The exact name of the corporation is:

PUTT PUTT CHICKEN BUTT, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE.

Other lawful provisions, and if there are no provisions, this article may be left blank.

1. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. 2. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 3. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. 4. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. 5. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: MELANIE J. O'KEEFE

No. and Street: 8 CARDINAL LANE

City or Town: ORLEANS

State: MA

Zip: 02653

Country: USA

officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	AMY G. MCCAFFERY	81 UNDERPASS ROAD BREWSTER, MA 02631 USA
TREASURER	MATTHEW C. GSCHWEND	81 UNDERPASS ROAD BREWSTER, MA 02631 USA
SECRETARY	MATTHEW C. GSCHWEND	81 UNDERPASS ROAD BREWSTER, MA 02631 USA
DIRECTOR	AMY G. MCCAFFERY	81 UNDERPASS ROAD BREWSTER, MA 02631 USA
DIRECTOR	MATTHEW C. GSCHWEND	81 UNDERPASS ROAD BREWSTER, MA 02631 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

MINI GOLF COURSE AND ICE CREAM

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 81 UNDERPASS ROAD
City or Town: BREWSTER State: MA Zip: 02631 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 81 UNDERPASS ROAD
City or Town: BREWSTER State: MA Zip: 02631 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 5 Day of June, 2023 at 2:23:19 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

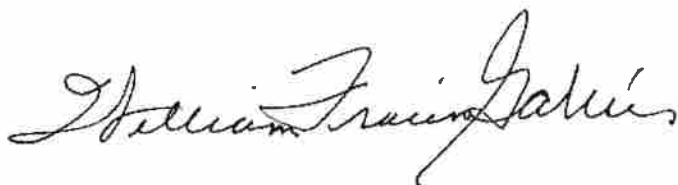
MATTHEW G. GSCHWEND

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

June 05, 2023 02:21 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Putt Putt Chicken Butt, Inc.	CITY/TOWN:	Brewster, MA
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APPLICANT INFORMATION

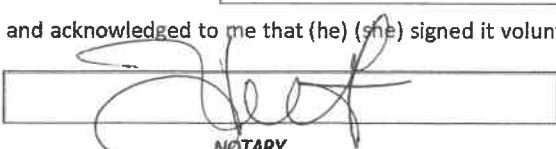
LAST NAME:	McCaffery	FIRST NAME:	Amy	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Hyannis, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5' 5"	WEIGHT:	135
EYE COLOR:	Hazel				
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02667
FORMER ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02143

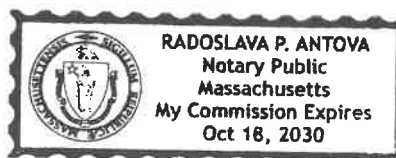
PRINT AND SIGN

PRINTED NAME:	Amy McCaffery	APPLICANT/EMPLOYEE SIGNATURE:	<i>Amy McCaffery</i>
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NOTARY INFORMATION

On this 01/04/2024 before me, the undersigned notary public, personally appeared Amy McCaffery
(name of document signer), proved to me through satisfactory evidence of identification, which were DL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


NOTARY



DIVISION USE ONLY

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

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



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

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Putt Putt Chicken Butt, Inc.	CITY/TOWN:	Brewster
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APPLICANT INFORMATION

LAST NAME:	Gschwend	FIRST NAME:	Matthew	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Cambridge, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Oregon
GENDER:	MALE	HEIGHT:	6 1	WEIGHT:	170
EYE COLOR:	Blue				
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	OR	ZIP:	97330
FORMER ADDRESS:					
CITY/TOWN:		STATE:	Ma	ZIP:	02421

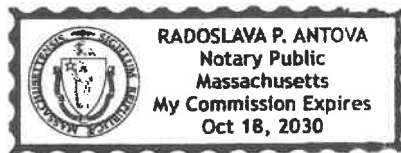
PRINT AND SIGN

PRINTED NAME:	Matthew Gschwend	APPLICANT/EMPLOYEE SIGNATURE:	Matthew Gschwend
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NOTARY INFORMATION

On this 01/04/2024 before me, the undersigned notary public, personally appeared MATTHEW GSCHWEND
(name of document signer), proved to me through satisfactory evidence of identification, which were DL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



DIVISION USE ONLY

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

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

Term Note

Loan No. 50477179001

July 6, 2023

\$647,000.00

1. Promise to Pay

For value received, the undersigned, **Putt Around, LLC, a Massachusetts limited liability company**, with an address of **81 Underpass Rd, Brewster, MA 02631** and **Putt Putt Chicken Butt, Inc., a Massachusetts corporation**, with an address of **81 Underpass Rd., Brewster, MA 02631** (collectively, the "*Borrower*" and each a "*Borrower*"), jointly and severally, promise to pay to the order of TD Bank, N.A., a National Association, with an address of 1701 Route 70 East, Cherry Hill, NJ 08034 (together with its successors and assigns, the "*Lender*"), the principal amount of **Six hundred forty seven thousand and 00/100 dollars (\$647,000.00)** on or before **July 6, 2048** (the "*Maturity Date*"), as set forth below, together with interest from the date hereof on the unpaid principal balance outstanding from time to time until paid in full.

The Borrower shall pay consecutive monthly installments of principal and interest, as follows: **\$4,737.47** commencing on **August 6, 2023**, and the same amount (except the last installment which shall be the unpaid balance) on the 6th day of each month thereafter. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to **7.28%**.

2. Amortization Period

The calculation of the payment amount is based on a **300 month** amortization period.

3. Payment Delivery; Interest Accrual Basis

Principal and interest shall be payable at Lender's main office or at such other place as Lender may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year. The calculation basis will result in a higher interest rate than the numeric interest rate stated in this Note.

4. Prepayment

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

1. Give Lender written notice;
2. Pay all accrued interest; and
3. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under (2) above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

When in any one of the first three years following the date of first disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a subsidy recoupment fee for that year as follows:

1. During the first year after the date of first disbursement, 5% of the total prepayment amount;

2. During the second year after the date of first disbursement, 3% of the total prepayment amount; and
3. During the third year after the date of first disbursement, 1% of the total prepayment amount.

5. Default

At the option of Lender, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "Event of Default"): (1) default of any liability, obligation, covenant or undertaking of the Borrower or any guarantor hereof to Lender, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower or any guarantor hereof under any other loan document delivered by the Borrower or any guarantor in connection with the loan evidenced by this Note or any other agreement by the Borrower or any guarantor with Lender continuing for 15 days with respect to any default (other than with respect to the payment of money for which there is no grace period); (2) failure of the Borrower or any guarantor hereof to maintain aggregate collateral security value satisfactory to Lender continuing for 15 days; (3) default of any material liability, obligation or undertaking of the Borrower or any guarantor hereof to any other party continuing for 15 days; (4) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower or any guarantor hereof in connection with the loan evidenced by this Note or in any supporting financial statement of the Borrower or any guarantor hereof shall be determined by Lender to have been false or misleading in any material respect when made; (5) if the Borrower or any guarantor hereof is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower or any guarantor hereof and, if the Borrower or any guarantor hereof is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower or any guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower or any guarantor hereof is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower or any guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower or any guarantor hereof of a trust mortgage for the benefit of creditors; (8) the service upon Lender of a writ in which Lender is named as trustee of the Borrower or any guarantor hereof; (9) a judgment or judgments for the payment of money shall be rendered against the Borrower or any guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (10) any levy, lien (including mechanics lien) except as permitted under any of the other loan documents between Lender and the Borrower, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower or any guarantor hereof; (11) the termination or revocation of any guaranty hereof; (12) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower or any guarantor hereof; or (13) the occurrence of any other event or circumstance, such that Lender, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower or any guarantor hereof to Lender has been or may be impaired.

6. How Payments Are Applied

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal. Notwithstanding the foregoing, any payments received after demand for payment shall be applied in such manner as Lender may determine. The Borrower hereby authorizes Lender to charge any deposit account which the Borrower may maintain with Lender for any payment required hereunder without prior notice to the Borrower.

7. Interest Rate Not To Exceed Legal Limit

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

8. Business/Commercial Purpose

The Borrower represents to Lender that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

9. Lien and Setoff

The Borrower grants to Lender a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from Lender or any Lender Affiliate (as hereinafter defined) to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of Lender or any Lender Affiliate, whether for safekeeping or otherwise, or in transit to or from Lender or any Lender Affiliate (regardless of the reason Lender or Lender Affiliate had received the same or whether Lender or Lender Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to Lender or any Lender Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to Lender or any Lender Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to Lender or any Lender Affiliate.

10. Waivers

No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right of Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and any other party obligated on account of this Note by contract, by operation of law or otherwise (the Borrower and each Borrower, if more than one, and each such other party, an "*Obligor*") regardless of the time, order or place of signing, waive presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waive all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral. To the maximum extent permitted by law, the Borrower waives and terminates any homestead rights and/or exemptions respecting any premises under the provisions of any applicable homestead laws.

11. Indemnification

The Borrower shall indemnify, defend and hold Lender and Lender Affiliates and their directors, officers, employees, agents and attorneys (each an "*Indemnitee*") harmless against any claim brought or threatened against any Indemnitee by the Borrower or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of Lender's relationship with the Borrower (each of which may be defended, compromised, settled or pursued by Lender with counsel of Lender's selection, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of Lender.

12. Costs and Expenses, Default Rate, Late Charge

The Borrower agrees to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to 18%. If any payment due under this Note is unpaid for 15 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting Lender's other remedies on account thereof), a late charge equal to 5% of such unpaid amount.

13. Binding Effect, Joint and Several Liability, Complete Agreement

This Note shall be binding upon the Borrower and upon its heirs, successors, assigns and legal representatives, and shall inure to the benefit of Lender and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any Obligor are joint and several; provided, however, the release by Lender of the Borrower or any one or more Obligors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any Obligor are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to Lender. Each reference in this Note to the Borrower and each Borrower, if more than one, and Obligor, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to Lender of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by Lender of any collateral shall not release any person obligated on account of this Note.

The Borrower authorizes Lender to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by Lender, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

14. Further Assurances

The Borrower will from time to time execute and deliver to Lender such documents, and take or cause to be taken, all such other further action, as Lender may request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Note or any other loan documents related thereto (including, without limitation, to correct clerical errors) or to vest more fully in or assure to Lender the security interest in any collateral securing this Note or to comply with applicable statute or law.

15. Governing Law

This Note shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts.

Notwithstanding anything stated herein, when SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

16. Section Headings

Section headings are for reference only and are not intended to affect the interpretation of the provisions of this Note.

17. Notices

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Lender, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Lender at the address set forth in this Note or as any party may from time to time designate by written notice to the other party.

18. "Lender Affiliate" Defined

The term "*Lender Affiliate*" as used in this Note shall mean any Affiliate of Lender or any lender acting as a participant under any loan arrangement between Lender and the Borrower(s). The term "*Affiliate*" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

19. Jurisdiction and Venue

The Borrower irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Note. The Borrower irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Borrower hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, address shown in the records of Lender or (ii) by serving the same upon the Borrower(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower.

20. Electronic Transmission Consent

Each person signing this document (a "*party*") explicitly consents to the electronic delivery of the terms of the agreement evidenced by this document. Each party agrees that their present intent to be bound by the agreement evidenced by this document may be evidenced by transmission of digital images of signed signature pages via facsimile, email, SMS or

other digital transmission and affirms that such transmission indicates a present intent to be bound by the terms of the agreement evidenced by this document and is deemed to be valid execution and delivery as though an original ink or electronic signature. Each party shall deliver original executed signature pages to this document to Lender, but any failure to do so shall not affect the enforceability of the agreement evidenced by this document. An electronic image of this document (including signature pages) shall be as effective as an original for all purposes.

21. Waiver of Jury Trial

THE BORROWER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, ANY OF THE OBLIGATIONS OF THE BORROWER TO LENDER, AND ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER AND LENDER EACH CERTIFIES THAT NEITHER LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.


SIGNATURES

Executed as of July 6, 2023.

Borrowers

Putt Around, LLC

a Massachusetts limited liability company

 7/6/23

Amy McCaffery Date
Manager

 7/6/23

Matthew Gschwend Date
Manager

Putt Putt Chicken Butt, Inc.

a Massachusetts corporation

 7/6/23

Amy McCaffery Date
President

 7/6/23

Matthew Gschwend Date
Treasurer

LOAN AGREEMENT

Loan No. 50477179001

This LOAN AGREEMENT (this "*Agreement*") is entered into as of **July 6, 2023**, between **Putt Putt Chicken Butt, Inc.**, a Massachusetts corporation, with its chief executive office located at 81 Underpass Rd., Brewster, MA 02631 (the "*Borrower*") and TD Bank, N.A., a National Association, with an address of 1701 Route 70 East, Cherry Hill, NJ 08034 ("*Lender*").

FOR VALUE RECEIVED, and in consideration of the granting by Lender of financial accommodations to or for the benefit of the Borrower, including without limitation respecting the Obligations (as defined herein), the Borrower represents to and agrees with Lender, as of the date hereof and as of the date of each loan, credit and/or other financial accommodation, as follows:

1. Definitions

1.1 Definitions. The following definitions shall apply:

- (A) "*Code*" shall mean the *Massachusetts Uniform Commercial Code*, General Laws, Chapter 106, including the Law Governing Perfection and Priority provisions of Article 9 of the Code, as amended from time to time.
- (B) "*Lender Affiliate*" shall mean any Affiliate of Lender or any lender acting as a participant under any loan arrangement between Lender and the Borrower.

The term "*Affiliate*" shall mean with respect to any Person, (a) any Person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any subsidiary of such Person, or (iii) any Person described in clause (a) above.

For purposes of this definition, "*Control*" of a Person shall mean the power, direct or indirect, (a) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such Person, or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

- (C) "*Obligation(s)*" shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by the Borrower to Lender or any Lender Affiliate at any time, of each and every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Borrower to Lender or any Lender Affiliate; or are due indirectly by the Borrower to Lender or any Lender Affiliate as endorser, guarantor or other surety, or as a borrower under obligations due third persons which have been endorsed or assigned to Lender or any Lender Affiliate, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan Documents, as defined herein. Said term shall also include all interest and other charges chargeable to the Borrower or due from the Borrower to Lender or any Lender Affiliate from time to time and all costs and expenses referred to in this Agreement.
- (D) "*Person*" or "*Party*" shall mean individuals, partnerships, corporations, limited liability companies and all other entities.

All words and terms used in this Agreement other than those specifically defined herein shall have the meanings accorded to them in the Code.

2. The Loan

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender hereby agrees to make a loan to **Putt Around, LLC** and **Putt Putt Chicken Butt, Inc.** in the original principal amount of **Six hundred forty seven thousand and**

00/100 dollars (\$647,000.00) (the "Loan"). The Loan shall be evidenced by that certain SBA Note, of even date herewith (the "Note") by **Putt Around, LLC** and **Putt Putt Chicken Butt, Inc.** in favor of Lender in the original principal amount of **Six hundred forty seven thousand and 00/100 dollars (\$647,000.00)**. This Agreement, the Note, and any and all other documents, amendments or renewals executed and delivered in connection with any of the foregoing are collectively hereinafter referred to as the "Loan Documents".

2.2 SBA Loan. The United States Small Business Administration ("SBA") has authorized (the "Authorization") a guaranty of the loan for the amount and under the terms of the Authorization. The Borrower and Lender hereby agree as follows, subject to the terms and conditions of the Authorization and SBA's Participating Lender Rules as defined in the Guarantee Agreement between Lender and the SBA, Lender agrees to make the loan if the Borrower complies with the following "Borrower's Requirements". Borrower must:

- (A) Provide Lender with all certifications, documents or other information Lender is required by the Authorization to obtain from the Borrower or any third party;
- (B) Execute a note and any other documents required by Lender; and
- (C) Do everything necessary for Lender to comply with the terms and conditions of the Authorization.

3. REPRESENTATIONS AND WARRANTIES

3.1 Organization and Qualification. Borrower is a duly organized and validly existing corporation under the laws of the state of its incorporation with the exact legal name set forth in the first paragraph of this Agreement. Borrower is in good standing under the laws of said state, has the power to own its property and conduct its business as now conducted and as currently proposed to be conducted, and is duly qualified to do business under the laws of each state where the nature of the business done or property owned requires such qualification.

3.2 Subsidiaries. Borrower has no subsidiaries other than as previously specifically consented to in writing by Lender, if any, and the Borrower has never consolidated, merged or acquired substantially all of the assets of any other entity or Person other than as previously specifically consented to in writing by Lender, if any.

3.3 Corporate Records. Borrower's corporate charter, articles or certificate of organization or incorporation and all amendments thereto have been duly filed and are in proper order and all publication and filing requirements have been met, if necessary, in accordance with applicable law. All outstanding capital stock issued by the Borrower was and is properly issued and all books and records of the Borrower, including but not limited to its minute books, bylaws and books of account, are accurate and up to date and will be so maintained.

3.4 Title to Properties; Absence of Liens. Borrower has good and clear record and marketable title to all of its properties and assets, and all of its properties and assets are free and clear of all mortgages, liens, pledges, charges, encumbrances and setoffs except those mortgages, deeds of trust, leases of personal property and security interests previously specifically consented to in writing by Lender.

3.5 Places of Business. Borrower's chief executive office is correctly stated in the preamble to this Agreement, and Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each of its other places of business, and shall not change the location of such chief executive office or open or close, move or change any existing or new place of business without giving Lender at least thirty (30) days prior written notice thereof.

3.6 Valid Obligations. The execution, delivery and performance of the Loan Documents have been duly authorized by all necessary corporate action and each represents a legal, valid and binding obligation of Borrower and is fully enforceable according to its terms, except as limited by laws relating to the enforcement of creditors' rights.

3.7 Name and Public Organic Record. Borrower's name printed on the signature page hereof is the Borrower's name as shown on Borrower's most recent public organic record. Borrower will not change its name as reflected on its public organic record without providing Lender at least a 30 day written notice thereof.

3.8 Party's Business. Borrower has no trade names, fictitious names, assumed names or "doing business as" names or other names under which it has done or is doing business. Borrower shall give a 30-day written notice before changing its name or doing business under any other name.

3.9 Conflicts. There is no provision in Borrower's organizational or charter documents, if any, or in any indenture, contract or agreement to which Borrower is a Party which prohibits, limits or restricts the execution, delivery or performance of the Loan Documents.

- 3.10 Governmental Approvals.** The execution, delivery and performance of the Loan Documents does not require any approval of or filing with any governmental agency or authority.
- 3.11 Litigation, etc.** There are no actions, claims or proceedings pending or to the knowledge of Borrower threatened against Borrower which might materially adversely affect the ability of Borrower to conduct its business or to pay or perform the Obligations.
- 3.12 Financial Statements.** The Borrower has furnished to Lender one or more financial statements (the "*Financial Statements*"), each of which fairly presents the condition of the Borrower at the date thereof and the results of the operations of the Borrower for the period indicated, all in conformity with generally accepted accounting principles, consistently applied.
- 3.13 Changes.** Since the date of the Financial Statements, except items previously consented to in writing by the institution, there have been no extraordinary (outside the ordinary course of business) or materially adverse changes in the assets, liabilities, financial condition or business of the Borrower.
- 3.14 Taxes.** The Borrower has filed all federal, state and other tax returns required to be filed (except for such returns for which current and valid extensions have been filed), and all taxes, assessments and other governmental charges due from the Borrower have been fully paid. The Borrower has established on its books reserves adequate for the payment of all federal, state and other tax liabilities (if any).
- 3.15 Use of Proceeds.** No portion of any loan is to be used for (i) the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the Federal Reserve System, 12 *C.F.R.* 221 and 224 or (ii) primarily personal, family or household purposes.
- 3.16 Anti-Terrorism Laws.** (a) Neither Borrower nor any affiliate of Borrower is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any governmental agency or authority relating to terrorism or money laundering, including *Executive Order No. 13224* and the *USA Patriot Act* (collectively, "*Anti-Terrorism Law*") or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. (b) Neither Borrower nor any affiliate of Borrower is, or has knowledge that any of its respective agents acting or benefiting in any capacity in connection with the Loan or other transactions hereunder is, any of the following: (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (iii) a Person with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; (v) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a Person who is affiliated with a Person listed above.

4. AFFIRMATIVE COVENANTS

- 4.1 Payments and Performance.** Borrower will duly and punctually pay all Obligations becoming due to Lender and will duly and punctually perform all Obligations on its part to be done or performed under this Agreement.
- 4.2 Books and Records; Inspection.** Borrower will at all times keep proper books of account in which full, true and correct entries will be made of its transactions in accordance with generally accepted accounting principles, consistently applied and which are, in the opinion of a Certified Public Accountant acceptable to Lender, adequate to determine fairly the financial condition and the results of operations of Borrower. Borrower will at all reasonable times make its books and records available in its offices for inspection, examination and duplication by Lender and Lender's representatives and will permit inspection of all of its properties by Lender and Lender's representatives. Borrower will from time to time furnish Lender with such information and statements as Lender may request in its sole discretion with respect to the Obligations.
- 4.3 Financial Statements.** Borrower will furnish to Lender:
- (A) from time to time, such financial data and information about Borrower as Lender may reasonably request; and
 - (B) any financial data and information about any guarantors of the Obligations as Lender may reasonably request.

- 4.4 Conduct of Business.** The Borrower will maintain its existence in good standing and comply with all laws and regulations of the United States and of any state or states thereof and of any political subdivision thereof, and of any governmental authority which may be applicable to it or to its business; provided that this covenant shall not apply to any tax, assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained.
- 4.5 Contact with Accountant.** The Borrower hereby authorizes Lender to directly contact and communicate with any accountant employed by Borrower in connection with the review and/or maintenance of Borrower's books and records or preparation of any financial reports delivered by or at the request of Borrower to Lender.
- 4.6 Operating and Deposit Accounts.** The Borrower shall maintain with Lender its primary operating and deposit accounts. At the option of Lender, all loan payments and fees will automatically be debited from the Borrower's primary operating account and all advances will automatically be credited to the Borrower's primary operating account.
- 4.7 Taxes.** Borrower will promptly pay all real and personal property taxes, assessments and charges and all franchise, income, unemployment, retirement benefits, withholding, sales and other taxes assessed against it or payable by it before delinquent; provided that this covenant shall not apply to any tax assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained.
- 4.8 Maintenance.** Borrower will keep and maintain its properties, if any, in good repair, working order and condition. Borrower will immediately notify Lender of any loss or damage to or any occurrence which would adversely affect the value of any such property.
- 4.9 Controlled Substances.** Borrower shall not use or occupy any real property securing obligations to Lender or allow any other Party to use or occupy any real property securing obligations to Lender in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Borrower becomes aware of such a violation, Borrower shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Agreement and constitutes an Event of Default.
- 4.10 Insurance.** Borrower will maintain in force property and casualty insurance on any property of the Borrower, if any, against risks customarily insured against by companies engaged in businesses similar to that of the Borrower containing such terms and written by such companies as may be satisfactory to Lender, such insurance to be payable to Lender as its interest may appear in the event of loss and to name Lender as insured pursuant to a standard loss payee clause; no loss shall be adjusted thereunder without Lender's approval; and all such policies shall provide that they may not be canceled without first giving at least **thirty (30)** days written notice of cancellation to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by an act, omission or default of the Borrower or any other person. The Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In the event that the Borrower fails to provide evidence of such insurance, Lender may, at its option, secure such insurance and charge the cost thereof to the Borrower. At the option of Lender, all insurance proceeds received from any loss or damage to any property shall be applied either to the replacement or repair thereof or as a payment on account of the Obligations. From and after the occurrence of an Event of Default or Lender making Demand under the Note, Lender is authorized to cancel any insurance maintained hereunder and apply any returned or unearned premiums, all of which are hereby assigned to Lender, as a payment on account of the Obligations.
- 4.11 Notification of Default.** Immediately upon becoming aware of the existence of any condition or event which constitutes an Event of Default, or any condition or event which would upon notice or lapse of time, or both, constitute an Event of Default, the Borrower shall give Lender written notice thereof specifying the nature and duration thereof and the action being or proposed to be taken with respect thereto.
- 4.12 Notification of Material Litigation.** Borrower will immediately notify Lender in writing of any litigation or of any investigative proceedings of a governmental agency or authority commenced or threatened against it which would or might be materially adverse to the financial condition of Borrower or any guarantor of the Obligations.
- 4.13 Pension Plans.** With respect to any pension or benefit plan maintained by Borrower, or to which Borrower contributes ("Plan"), the benefits under which are guaranteed, in whole or in part, by the Pension Benefit Guaranty Corporation ("PBGC") created by the *Employee Retirement Income Security Act of 1974*, P.L. 93-406, as amended

("ERISA") or any governmental authority succeeding to any or all of the functions of the PBGC, Borrower will (a) fund each Plan as required by the provisions of Section 412 of the *Internal Revenue Code* of 1986, as amended; (b) cause each Plan to pay all benefits when due; (c) furnish Lender (i) promptly with a copy of any notice of each Plan's termination sent to the PBGC (ii) no later than the date of submission to the Department of Labor or to the Internal Revenue Service, as the case may be, a copy of any request for waiver from the funding standards or extension of the amortization periods required by Section 412 of the *Internal Revenue Code* of 1986, as amended and (iii) notice of any Reportable Event as such term is defined in ERISA; and (d) subscribe to any contingent liability insurance provided by the PBGC to protect against employer liability upon termination of a guaranteed pension plan, if available to Borrower.

5. NEGATIVE COVENANTS

- 5.1 Limitations on Indebtedness.** Borrower shall not issue any evidence of indebtedness or create, assume, guarantee, become contingently liable for, or suffer to exist indebtedness in addition to indebtedness to Lender, except indebtedness or liabilities of Borrower, other than for money borrowed, incurred or arising in the ordinary course of business.
- 5.2 Sale of Interest.** There shall not be any sale or transfer of ownership of any interest in the Borrower without Lender's prior written consent.
- 5.3 Loans or Advances.** Borrower shall not make any loans or advances to any individual, partnership, corporation, limited liability company, trust, or other organization or Person, including without limitation its officers and employees; provided, however, that Borrower may make advances to its employees, including its officers, with respect to expenses incurred or to be incurred by such employees in the ordinary course of business which expenses are reimbursable by Borrower; and provided further, however, that Borrower may extend credit in the ordinary course of business in accordance with customary trade practices.
- 5.4 Dividends and Distributions.** Borrower shall not, without prior written consent of Lender, pay any dividends on or make any distribution on account of any class of Borrower's capital stock in cash or in property (other than additional shares of such stock), or redeem, purchase or otherwise acquire, directly or indirectly, any of such stock, except, so long as Borrower is not in default hereunder, if Borrower is a Subchapter S corporation, under the regulations of the Internal Revenue Service of the United States, distributions to the Stockholders of Borrower in such amounts as are necessary to pay the tax liability of such Stockholders due as a result of such Stockholders' interest in the Borrower.
- 5.5 Investments.** The Borrower shall not make investments in, or advances to, any individual, partnership, corporation, limited liability company, trust or other organization or Person other than as previously specifically consented to in writing by Lender. The Borrower will not purchase or otherwise invest in or hold securities, nonoperating real estate or other nonoperating assets or purchase all or substantially all the assets of any entity other than as previously specifically consented to in writing by Lender.
- 5.6 Merger or Division.** Borrower shall not divide, merge or consolidate or be divided, merged or consolidated with or into any other entity.
- 5.7 Capital Expenditures.** The Borrower shall not, directly or indirectly, make or commit to make capital expenditures by lease, purchase, or otherwise, except in the ordinary and usual course of business for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in the Borrower's business.
- 5.8 Sale of Assets.** The Borrower shall not sell, lease or otherwise dispose of any of its assets, except in the ordinary and usual course of business and except for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in the Borrower's business, provided that fair consideration is received therefor; provided, however, in no event shall the Borrower sell, lease or otherwise dispose of any equipment purchased with the proceeds of any loans made by Lender.
- 5.9 Restriction on Liens.** Borrower shall not grant any security interest in, or mortgage of, any of its properties or assets. Borrower shall not enter into any agreement with any Person other than Lender that prohibits the Borrower from granting any security interest in, or mortgage of, any of its properties or assets.

5.10 Other Business. Borrower shall not engage in any business other than the business in which it is currently engaged or a business reasonably allied thereto.

5.11 Change of Name, etc. Borrower shall not change its legal name or the state or the type of its organization, without giving Lender at least 30 days prior written notice thereof.

6. DEFAULT

6.1 Default. “*Event of Default*” shall mean the occurrence of one or more of any of the following events:

- (A) default of any liability, obligation, covenant or undertaking of the Borrower or any guarantor of the Obligations to Lender, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower or any guarantor of the Obligations under any other Loan Document or any other agreement with Lender continuing for **15** days with respect to any default (other than with respect to the payment of money for which there is no grace period);
- (B) failure of the Borrower or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Lender continuing for **15** days;
- (C) default of any material liability, obligation or undertaking of the Borrower or any guarantor of the Obligations to any other Party continuing for **15** days;
- (D) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Borrower or any guarantor of the Obligations shall be determined by Lender to have been false or misleading in any material respect when made;
- (E) if the Borrower or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (F) if any Borrower or any Guarantor is an individual, the death of any Borrower or any Guarantor, and, if any Borrower or any Guarantor is a partnership or limited liability company, the death of any partner or member;
- (G) the institution by or against the Borrower or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Borrower or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Borrower or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (H) the service upon Lender of a writ in which Lender is named as trustee of the Borrower or any guarantor of the Obligations;
- (I) a judgment or judgments for the payment of money shall be rendered against the Borrower or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (J) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower or any guarantor of the Obligations;
- (K) the termination or revocation of any guaranty of the Obligations; or
- (L) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Lender, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower or any guarantor of the Obligations to Lender has been or may be impaired.

6.2 Acceleration. If an Event of Default shall occur, at the election of Lender, all Obligations shall become immediately due and payable without notice or demand, except with respect to Obligations payable on DEMAND, which shall be due and payable on DEMAND, whether or not an Event of Default has occurred. Upon the occurrence of an Event of Default, in addition to all of its other rights and remedies under this Agreement, the other Loan Documents and at law and in equity, Lender shall have the right to have a receiver appointed by a court. Said receiver shall be authorized, without notice, to enter upon and take possession of the collateral and to take such other acts as the receiver shall deem appropriate to collect, conserve and liquidate the collateral, including, without limitation, the operation of Borrower's business for said purposes.

6.3 Nonexclusive Remedies. All of Lender's rights and remedies not only under the provisions of this Agreement but also under any other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Lender at such time or times and in such order of preference as Lender in its sole discretion may determine.

7. MISCELLANEOUS

7.1 Relationship. The relationship between Lender and the Borrower is solely that of a lender and borrower, and nothing contained herein or in any of the other Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

7.2 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of the Borrower under this Agreement and the other Loan Documents.

7.3 Waivers. The Borrower waives notice of intent to accelerate, notice of acceleration, notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations, and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof.

7.4 Waiver of Homestead. To the maximum extent permitted under applicable law, the Borrower hereby waives and terminates any homestead rights and/or exemptions respecting any of its property under the provisions of any applicable homestead laws.

7.5 Deposit Collateral. The Borrower hereby grants to Lender a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from Lender or any Lender Affiliate to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of Lender or any Lender Affiliate, whether for safekeeping or otherwise, or in transit to or from Lender or any Lender Affiliate (regardless of the reason Lender or Lender Affiliate had received the same or whether Lender or Lender Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to Lender or any Lender Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to Lender or any Lender Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to Lender or any Lender Affiliate.

7.6 Indemnification. The Borrower shall indemnify, defend and hold Lender and any Lender Affiliate and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by the Borrower, any guarantor or endorser of the Obligations, or any other Person (as well as from reasonable attorneys' fees and expenses in connection therewith) on account of Lender's relationship with the Borrower, or any guarantor or endorser of the Obligations (each of which may be defended, compromised, settled or pursued by Lender with counsel of Lender's election, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of Lender. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Lender in favor of the Borrower.

7.7 Costs and Expenses. The Borrower shall pay to Lender on demand any and all costs and expenses (including, without limitation, receiver's fees, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by Lender in establishing, maintaining, protecting or enforcing any of Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by Lender in defending Lender's security interest in, title or right to any collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of any Obligation.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

7.9 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other Persons or circumstances shall not be affected thereby.

- 7.10 Complete Agreement.** This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 7.11 Binding Effect of Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until released in writing by Lender. Lender may transfer and assign this Agreement and deliver it to the assignee, who shall thereupon have all of the rights of Lender; and Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement. The Borrower may not assign or transfer any of its rights or obligations under this Agreement. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any Party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.
- 7.12 Further Assurances.** Borrower will from time to time execute and deliver to Lender such documents, and take or cause to be taken, all such other or further action, as Lender may request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Agreement and the other Loan Documents (including, without limitation, to correct clerical errors) or to comply with applicable statute or law.
- 7.13 Amendments and Waivers.** This Agreement may be amended and Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if Borrower shall obtain Lender's prior written consent to each such amendment, action or omission to act. No course of dealing and no delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Lender on any future occasion.
- 7.14 Terms of Agreement.** This Agreement shall continue in full force and effect so long as any Obligations or obligation of Borrower to Lender shall be outstanding, or Lender shall have any obligation to extend any financial accommodation hereunder, and is supplementary to each and every other agreement between Borrower and Lender and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.
- 7.15 Notices.** Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Lender, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Lender at the address set forth in this Agreement or as any Party may from time to time designate by written notice to the other Party.
- 7.16 Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts.
- 7.17 Reproductions.** This Agreement and all documents which have been or may be hereinafter furnished by Borrower to Lender may be reproduced by Lender by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).
- 7.18 Venue.** Borrower irrevocably submits to the nonexclusive jurisdiction of any federal or state court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Agreement. Borrower irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum.

Borrower hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's

address shown in this Agreement or as notified to Lender or (ii) by serving the same upon the Borrower in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower.

7.19 JURY WAIVER. THE BORROWER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER CERTIFIES THAT NEITHER LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Electronic Transmission Consent. Each person signing this document (a "party") explicitly consents to the electronic delivery of the terms of the agreement evidenced by this document. Each party agrees that their present intent to be bound by the agreement evidenced by this document may be evidenced by transmission of digital images of signed signature pages via facsimile, email, SMS or other digital transmission and affirms that such transmission indicates a present intent to be bound by the terms of the agreement evidenced by this document and is deemed to be valid execution and delivery as though an original ink or electronic signature. Each party shall deliver original executed signature pages to this document to Lender, but any failure to do so shall not affect the enforceability of the agreement evidenced by this document. An electronic image of this document (including signature pages) shall be as effective as an original for all purposes.


Signatures

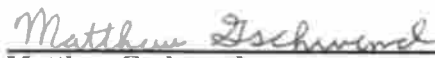
Executed as of July 6, 2023.

Borrower

Putt Putt Chicken Butt, Inc.

a Massachusetts corporation

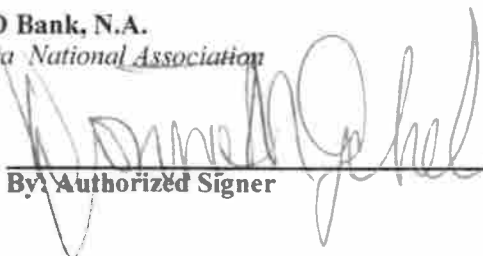
 7/6/23
Amy McChaffery Date
President

 7/6/23
Matthew Gschwend Date
Treasurer

Lender

TD Bank, N.A.

a National Association

 7/6/23
By: Authorized Signer Date

LOAN AGREEMENT

Loan No. 50477179001

This LOAN AGREEMENT (this "*Agreement*") is entered into as of **July 6, 2023**, between **Putt Around, LLC**, a Massachusetts limited liability company, with its chief executive office located at 81 Underpass Rd, Brewster, MA 02631 (the "*Borrower*") and TD Bank, N.A., a National Association, with an address of 1701 Route 70 East, Cherry Hill, NJ 08034 ("*Lender*").

FOR VALUE RECEIVED, and in consideration of the granting by Lender of financial accommodations to or for the benefit of the Borrower, including without limitation respecting the Obligations (as defined herein), the Borrower represents to and agrees with Lender, as of the date hereof and as of the date of each loan, credit and/or other financial accommodation, as follows:

1. Definitions

1.1 Definitions. The following definitions shall apply:

- (A) "*Code*" shall mean the *Massachusetts Uniform Commercial Code*, General Laws, Chapter 106, including the Law Governing Perfection and Priority provisions of Article 9 of the Code, as amended from time to time.
- (B) "*Lender Affiliate*" shall mean any Affiliate of Lender or any lender acting as a participant under any loan arrangement between Lender and the Borrower.

The term "*Affiliate*" shall mean with respect to any Person, (a) any Person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any subsidiary of such Person, or (iii) any Person described in clause (a) above.

For purposes of this definition, "*Control*" of a Person shall mean the power, direct or indirect, (a) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such Person, or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

- (C) "*Obligation(s)*" shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by the Borrower to Lender or any Lender Affiliate at any time, of each and every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Borrower to Lender or any Lender Affiliate; or are due indirectly by the Borrower to Lender or any Lender Affiliate as endorser, guarantor or other surety, or as a borrower under obligations due third persons which have been endorsed or assigned to Lender or any Lender Affiliate, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan Documents, as defined herein. Said term shall also include all interest and other charges chargeable to the Borrower or due from the Borrower to Lender or any Lender Affiliate from time to time and all costs and expenses referred to in this Agreement.
- (D) "*Person*" or "*Party*" shall mean individuals, partnerships, corporations, limited liability companies and all other entities.

All words and terms used in this Agreement other than those specifically defined herein shall have the meanings accorded to them in the Code.

2. The Loan

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender hereby agrees to make a loan to **Putt Around, LLC** and **Putt Putt Chicken Butt, Inc.** in the original principal amount of **Six hundred forty seven thousand and**

00/100 dollars (\$647,000.00) (the "*Loan*"). The Loan shall be evidenced by that certain SBA Note, of even date herewith (the "*Note*") by **Putt Around, LLC** and **Putt Putt Chicken Butt, Inc.** in favor of Lender in the original principal amount of **Six hundred forty seven thousand and 00/100 dollars (\$647,000.00)**. This Agreement, the Note, and any and all other documents, amendments or renewals executed and delivered in connection with any of the foregoing are collectively hereinafter referred to as the "*Loan Documents*".

2.2 SBA Loan. The United States Small Business Administration ("*SBA*") has authorized (the "*Authorization*") a guaranty of the loan for the amount and under the terms of the Authorization. The Borrower and Lender hereby agree as follows, subject to the terms and conditions of the Authorization and SBA's Participating Lender Rules as defined in the Guarantee Agreement between Lender and the SBA, Lender agrees to make the loan if the Borrower complies with the following "*Borrower's Requirements*". Borrower must:

- (A) Provide Lender with all certifications, documents or other information Lender is required by the Authorization to obtain from the Borrower or any third party;
- (B) Execute a note and any other documents required by Lender; and
- (C) Do everything necessary for Lender to comply with the terms and conditions of the Authorization.

3. REPRESENTATIONS AND WARRANTIES

3.1 Organization and Qualification. Borrower is a duly organized and validly existing limited liability company under the laws of the state of its formation, with the exact legal name set forth in the first paragraph of this Agreement. Borrower is in good standing under the laws of said state, has the power to own its property and conduct its business as now conducted and as currently proposed to be conducted, and is duly qualified to do business under the laws of each state where the nature of the business done or property owned requires such qualification.

Each limited liability company that is a Party to this Agreement has neither divided nor plans to divide itself into one or more resulting limited liability companies or series which has not already been fully and completely disclosed to Lender, and does not have any pending or impending judicial action that could result in the cancellation of the limited liability company's formation.

3.2 Related Parties. Borrower has no interest in any entities other than as previously specifically consented to in writing by Lender, if any, and the Borrower has never divided, consolidated, merged or acquired substantially all of the assets of any other entity or Person other than as previously specifically consented to in writing by Lender, if any.

3.3 Limited Liability Company Records. Borrower's certificate of organization, articles of organization or other charter document and all amendments thereto have been duly filed and are in proper order and all publication and filing requirements have been met, if necessary, in accordance with applicable law. All members of the Borrower are properly reflected on all books and records of the Borrower, including but not limited to its operating agreement, minute books, bylaws and books of account, all of which are accurate and up to date and will be so maintained.

3.4 Title to Properties; Absence of Liens. Borrower has good and clear record and marketable title to all of its properties and assets, and all of its properties and assets are free and clear of all mortgages, liens, pledges, charges, encumbrances and setoffs except those mortgages, deeds of trust, leases of personal property and security interests previously specifically consented to in writing by Lender.

3.5 Places of Business. Borrower's chief executive office is correctly stated in the preamble to this Agreement, and Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each of its other places of business, and shall not change the location of such chief executive office or open or close, move or change any existing or new place of business without giving Lender at least thirty (30) days prior written notice thereof.

3.6 Valid Obligations. The execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action and each represents a legal, valid and binding obligation of Borrower and is fully enforceable according to its terms, except as limited by equity or laws relating to the enforcement of creditors' rights.

3.7 Name and Public Organic Record. Borrower's name printed on the signature page hereof is the Borrower's name as shown on Borrower's most recent public organic record. Borrower will not change its name as reflected on its public organic record without providing Lender at least a 30 day written notice thereof.

- 3.8 Party's Business.** Borrower has no trade names, fictitious names, assumed names or "doing business as" names or other names under which it has done or is doing business. Borrower shall give a 30-day written notice before changing its name or doing business under any other name.
- 3.9 Conflicts.** There is no provision in Borrower's organizational or charter documents, if any, or in any indenture, contract or agreement to which Borrower is a Party which prohibits, limits or restricts the execution, delivery or performance of the Loan Documents.
- 3.10 Governmental Approvals.** The execution, delivery and performance of the Loan Documents does not require any approval of or filing with any governmental agency or authority.
- 3.11 Litigation, etc.** There are no actions, claims or proceedings pending or to the knowledge of Borrower threatened against Borrower which might materially adversely affect the ability of Borrower to conduct its business or to pay or perform the Obligations.
- 3.12 Financial Statements.** The Borrower has furnished to Lender one or more financial statements (the "*Financial Statements*"), each of which fairly presents the condition of the Borrower at the date thereof and the results of the operations of the Borrower for the period indicated, all in conformity with generally accepted accounting principles, consistently applied.
- 3.13 Changes.** Since the date of the Financial Statements, except items previously consented to in writing by the institution, there have been no extraordinary (outside the ordinary course of business) or materially adverse changes in the assets, liabilities, financial condition or business of the Borrower.
- 3.14 Taxes.** The Borrower has filed all federal, state and other tax returns required to be filed (except for such returns for which current and valid extensions have been filed), and all taxes, assessments and other governmental charges due from the Borrower have been fully paid. The Borrower has established on its books reserves adequate for the payment of all federal, state and other tax liabilities (if any).
- 3.15 Use of Proceeds.** No portion of any loan is to be used for (i) the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the Federal Reserve System, 12 *C.F.R.* 221 and 224 or (ii) primarily personal, family or household purposes.
- 3.16 Anti-Terrorism Laws.** (a) Neither Borrower nor any affiliate of Borrower is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any governmental agency or authority relating to terrorism or money laundering, including *Executive Order No. 13224* and the *USA Patriot Act* (collectively, "*Anti-Terrorism Law*") or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. (b) Neither Borrower nor any affiliate of Borrower is, or has knowledge that any of its respective agents acting or benefiting in any capacity in connection with the Loan or other transactions hereunder is, any of the following: (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (iii) a Person with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; (v) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a Person who is affiliated with a Person listed above.

4. AFFIRMATIVE COVENANTS

- 4.1 Payments and Performance.** Borrower will duly and punctually pay all Obligations becoming due to Lender and will duly and punctually perform all Obligations on its part to be done or performed under this Agreement.
- 4.2 Books and Records; Inspection.** Borrower will at all times keep proper books of account in which full, true and correct entries will be made of its transactions in accordance with generally accepted accounting principles, consistently applied and which are, in the opinion of a Certified Public Accountant acceptable to Lender, adequate to determine fairly the financial condition and the results of operations of Borrower. Borrower will at all reasonable times make its books and records available in its offices for inspection, examination and duplication by Lender and

Lender's representatives and will permit inspection of all of its properties by Lender and Lender's representatives. Borrower will from time to time furnish Lender with such information and statements as Lender may request in its sole discretion with respect to the Obligations.

4.3 Financial Statements. Borrower will furnish to Lender:

- (A) from time to time, such financial data and information about Borrower as Lender may reasonably request; and
- (B) any financial data and information about any guarantors of the Obligations as Lender may reasonably request.

4.4 Conduct of Business. The Borrower will maintain its existence in good standing and comply with all laws and regulations of the United States and of any state or states thereof and of any political subdivision thereof, and of any governmental authority which may be applicable to it or to its business; provided that this covenant shall not apply to any tax, assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained.

4.5 Contact with Accountant. The Borrower hereby authorizes Lender to directly contact and communicate with any accountant employed by Borrower in connection with the review and/or maintenance of Borrower's books and records or preparation of any financial reports delivered by or at the request of Borrower to Lender.

4.6 Operating and Deposit Accounts. The Borrower shall maintain with Lender its primary operating and deposit accounts. At the option of Lender, all loan payments and fees will automatically be debited from the Borrower's primary operating account and all advances will automatically be credited to the Borrower's primary operating account.

4.7 Taxes. Borrower will promptly pay all real and personal property taxes, assessments and charges and all franchise, income, unemployment, retirement benefits, withholding, sales and other taxes assessed against it or payable by it before delinquent; provided that this covenant shall not apply to any tax assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained.

4.8 Maintenance. Borrower will keep and maintain its properties, if any, in good repair, working order and condition. Borrower will immediately notify Lender of any loss or damage to or any occurrence which would adversely affect the value of any such property.

4.9 Controlled Substances. Borrower shall not use or occupy any real property securing obligations to Lender or allow any other Party to use or occupy any real property securing obligations to Lender in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Borrower becomes aware of such a violation, Borrower shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Agreement and constitutes an Event of Default.

4.10 Insurance. Borrower will maintain in force property and casualty insurance on any property of the Borrower, if any, against risks customarily insured against by companies engaged in businesses similar to that of the Borrower containing such terms and written by such companies as may be satisfactory to Lender, such insurance to be payable to Lender as its interest may appear in the event of loss and to name Lender as insured pursuant to a standard loss payee clause; no loss shall be adjusted thereunder without Lender's approval; and all such policies shall provide that they may not be canceled without first giving at least **thirty (30)** days written notice of cancellation to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by an act, omission or default of the Borrower or any other person. The Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In the event that the Borrower fails to provide evidence of such insurance, Lender may, at its option, secure such insurance and charge the cost thereof to the Borrower. At the option of Lender, all insurance proceeds received from any loss or damage to any property shall be applied either to the replacement or repair thereof or as a payment on account of the Obligations. From and after the occurrence of an Event of Default or Lender making Demand under the Note, Lender is authorized to cancel any insurance maintained hereunder and apply any returned or unearned premiums, all of which are hereby assigned to Lender, as a payment on account of the Obligations.

- 4.11 Notification of Default.** Immediately upon becoming aware of the existence of any condition or event which constitutes an Event of Default, or any condition or event which would upon notice or lapse of time, or both, constitute an Event of Default, the Borrower shall give Lender written notice thereof specifying the nature and duration thereof and the action being or proposed to be taken with respect thereto.
- 4.12 Notification of Material Litigation.** Borrower will immediately notify Lender in writing of any litigation or of any investigative proceedings of a governmental agency or authority commenced or threatened against it which would or might be materially adverse to the financial condition of Borrower or any guarantor of the Obligations.
- 4.13 Pension Plans.** With respect to any pension or benefit plan maintained by Borrower, or to which Borrower contributes ("Plan"), the benefits under which are guaranteed, in whole or in part, by the Pension Benefit Guaranty Corporation ("PBGC") created by the *Employee Retirement Income Security Act of 1974*, P.L. 93-406, as amended ("ERISA") or any governmental authority succeeding to any or all of the functions of the PBGC, Borrower will (a) fund each Plan as required by the provisions of Section 412 of the *Internal Revenue Code of 1986*, as amended; (b) cause each Plan to pay all benefits when due; (c) furnish Lender (i) promptly with a copy of any notice of each Plan's termination sent to the PBGC (ii) no later than the date of submission to the Department of Labor or to the Internal Revenue Service, as the case may be, a copy of any request for waiver from the funding standards or extension of the amortization periods required by Section 412 of the *Internal Revenue Code of 1986*, as amended and (iii) notice of any Reportable Event as such term is defined in ERISA; and (d) subscribe to any contingent liability insurance provided by the PBGC to protect against employer liability upon termination of a guaranteed pension plan, if available to Borrower.

5. NEGATIVE COVENANTS

- 5.1 Limitations on Indebtedness.** Borrower shall not issue any evidence of indebtedness or create, assume, guarantee, become contingently liable for, or suffer to exist indebtedness in addition to indebtedness to Lender, except indebtedness or liabilities of Borrower, other than for money borrowed, incurred or arising in the ordinary course of business.
- 5.2 Sale of Interest.** There shall not be any sale or transfer of ownership of any interest in the Borrower without Lender's prior written consent.
- 5.3 Loans or Advances.** Borrower shall not make any loans or advances to any individual, partnership, corporation, limited liability company, trust, or other organization or Person, including without limitation its officers and employees; provided, however, that Borrower may make advances to its employees, including its members, officers, with respect to expenses incurred or to be incurred by such employees in the ordinary course of business which expenses are reimbursable by Borrower; and provided further, however, that Borrower may extend credit in the ordinary course of business in accordance with customary trade practices.
- 5.4 Distributions.** Borrower shall not, without prior written permission of Lender, make any distribution to any of Borrower's members or managers in cash or in property or redeem, purchase or otherwise acquire, directly or indirectly, any interests, except, so long as Borrower is not in default hereunder, distributions to the members of Borrower in such amounts as are necessary to pay the tax liability of such members due as a result of such members interest in the Borrower.
- 5.5 Investments.** The Borrower shall not make investments in, or advances to, any individual, partnership, corporation, limited liability company, trust or other organization or Person other than as previously specifically consented to in writing by Lender. The Borrower will not purchase or otherwise invest in or hold securities, nonoperating real estate or other nonoperating assets or purchase all or substantially all the assets of any entity other than as previously specifically consented to in writing by Lender.
- 5.6 Merger or Division.** Borrower shall not divide, merge or consolidate or be divided, merged or consolidated with or into any other entity.
- 5.7 Capital Expenditures.** The Borrower shall not, directly or indirectly, make or commit to make capital expenditures by lease, purchase, or otherwise, except in the ordinary and usual course of business for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in the Borrower's business.

- 5.8 Sale of Assets.** The Borrower shall not sell, lease or otherwise dispose of any of its assets, except in the ordinary and usual course of business and except for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in the Borrower's business, provided that fair consideration is received therefor; provided, however, in no event shall the Borrower sell, lease or otherwise dispose of any equipment purchased with the proceeds of any loans made by Lender.
- 5.9 Restriction on Liens.** Borrower shall not grant any security interest in, or mortgage of, any of its properties or assets. Borrower shall not enter into any agreement with any Person other than Lender that prohibits the Borrower from granting any security interest in, or mortgage of, any of its properties or assets.
- 5.10 Other Business.** Borrower shall not engage in any business other than the business in which it is currently engaged or a business reasonably allied thereto.
- 5.11 Change of Name, etc.** Borrower shall not change its legal name or the state or the type of its formation, without giving Lender at least 30 days prior written notice thereof.

6. DEFAULT

6.1 Default. "Event of Default" shall mean the occurrence of one or more of any of the following events:

- (A) default of any liability, obligation, covenant or undertaking of the Borrower or any guarantor of the Obligations to Lender, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower or any guarantor of the Obligations under any other Loan Document or any other agreement with Lender continuing for 15 days with respect to any default (other than with respect to the payment of money for which there is no grace period);
- (B) failure of the Borrower or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Lender continuing for 15 days;
- (C) default of any material liability, obligation or undertaking of the Borrower or any guarantor of the Obligations to any other Party continuing for 15 days;
- (D) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Borrower or any guarantor of the Obligations shall be determined by Lender to have been false or misleading in any material respect when made;
- (E) if the Borrower or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (F) if any Borrower or any Guarantor is an individual, the death of any Borrower or any Guarantor, and, if any Borrower or any Guarantor is a partnership or limited liability company, the death of any partner or member;
- (G) the institution by or against the Borrower or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Borrower or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Borrower or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (H) the service upon Lender of a writ in which Lender is named as trustee of the Borrower or any guarantor of the Obligations;
- (I) a judgment or judgments for the payment of money shall be rendered against the Borrower or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (J) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower or any guarantor of the Obligations;
- (K) the termination or revocation of any guaranty of the Obligations; or
- (L) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Lender, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower or any guarantor of the Obligations to Lender has been or may be impaired.

6.2 Acceleration. If an Event of Default shall occur, at the election of Lender, all Obligations shall become immediately due and payable without notice or demand, except with respect to Obligations payable on DEMAND, which shall be due and payable on DEMAND, whether or not an Event of Default has occurred. Upon the occurrence of an Event of Default, in addition to all of its other rights and remedies under this Agreement, the other Loan Documents and at law and in equity, Lender shall have the right to have a receiver appointed by a court. Said receiver shall be authorized, without notice, to enter upon and take possession of the collateral and to take such other acts as the receiver shall deem appropriate to collect, conserve and liquidate the collateral, including, without limitation, the operation of Borrower's business for said purposes.

6.3 Nonexclusive Remedies. All of Lender's rights and remedies not only under the provisions of this Agreement but also under any other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Lender at such time or times and in such order of preference as Lender in its sole discretion may determine.

7. MISCELLANEOUS

7.1 Relationship. The relationship between Lender and the Borrower is solely that of a lender and borrower, and nothing contained herein or in any of the other Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

7.2 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of the Borrower under this Agreement and the other Loan Documents.

7.3 Waivers. The Borrower waives notice of intent to accelerate, notice of acceleration, notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations, and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof.

7.4 Waiver of Homestead. To the maximum extent permitted under applicable law, the Borrower hereby waives and terminates any homestead rights and/or exemptions respecting any of its property under the provisions of any applicable homestead laws.

7.5 Deposit Collateral. The Borrower hereby grants to Lender a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from Lender or any Lender Affiliate to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of Lender or any Lender Affiliate, whether for safekeeping or otherwise, or in transit to or from Lender or any Lender Affiliate (regardless of the reason Lender or Lender Affiliate had received the same or whether Lender or Lender Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to Lender or any Lender Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to Lender or any Lender Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to Lender or any Lender Affiliate.

7.6 Indemnification. The Borrower shall indemnify, defend and hold Lender and any Lender Affiliate and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by the Borrower, any guarantor or endorser of the Obligations, or any other Person (as well as from reasonable attorneys' fees and expenses in connection therewith) on account of Lender's relationship with the Borrower, or any guarantor or endorser of the Obligations (each of which may be defended, compromised, settled or pursued by Lender with counsel of Lender's election, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of Lender. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Lender in favor of the Borrower.

7.7 Costs and Expenses. The Borrower shall pay to Lender on demand any and all costs and expenses (including, without limitation, receiver's fees, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by Lender in establishing, maintaining, protecting or enforcing any of Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by Lender in defending Lender's security interest in, title or right to any collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of any Obligation.

- 7.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.
- 7.9 Severability.** If any provision of this Agreement or portion of such provision or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other Persons or circumstances shall not be affected thereby.
- 7.10 Complete Agreement.** This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 7.11 Binding Effect of Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until released in writing by Lender. Lender may transfer and assign this Agreement and deliver it to the assignee, who shall thereupon have all of the rights of Lender; and Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement. The Borrower may not assign or transfer any of its rights or obligations under this Agreement. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any Party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.
- 7.12 Further Assurances.** Borrower will from time to time execute and deliver to Lender such documents, and take or cause to be taken, all such other or further action, as Lender may request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Agreement and the other Loan Documents (including, without limitation, to correct clerical errors) or to comply with applicable statute or law.
- 7.13 Amendments and Waivers.** This Agreement may be amended and Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if Borrower shall obtain Lender's prior written consent to each such amendment, action or omission to act. No course of dealing and no delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Lender on any future occasion.
- 7.14 Terms of Agreement.** This Agreement shall continue in full force and effect so long as any Obligations or obligation of Borrower to Lender shall be outstanding, or Lender shall have any obligation to extend any financial accommodation hereunder, and is supplementary to each and every other agreement between Borrower and Lender and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.
- 7.15 Notices.** Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Lender, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Lender at the address set forth in this Agreement or as any Party may from time to time designate by written notice to the other Party.
- 7.16 Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts.
- 7.17 Reproductions.** This Agreement and all documents which have been or may be hereinafter furnished by Borrower to Lender may be reproduced by Lender by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).
- 7.18 Venue.** Borrower irrevocably submits to the nonexclusive jurisdiction of any federal or state court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Agreement. Borrower irrevocably

waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum.

Borrower hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's address shown in this Agreement or as notified to Lender or (ii) by serving the same upon the Borrower in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower.

7.19 JURY WAIVER. THE BORROWER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER CERTIFIES THAT NEITHER LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Electronic Transmission Consent. Each person signing this document (a "party") explicitly consents to the electronic delivery of the terms of the agreement evidenced by this document. Each party agrees that their present intent to be bound by the agreement evidenced by this document may be evidenced by transmission of digital images of signed signature pages via facsimile, email, SMS or other digital transmission and affirms that such transmission indicates a present intent to be bound by the terms of the agreement evidenced by this document and is deemed to be valid execution and delivery as though an original ink or electronic signature. Each party shall deliver original executed signature pages to this document to Lender, but any failure to do so shall not affect the enforceability of the agreement evidenced by this document. An electronic image of this document (including signature pages) shall be as effective as an original for all purposes.

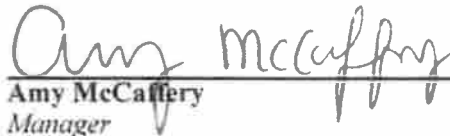
Signatures


Executed as of July 6, 2023.

Borrower

Putt Around, LLC

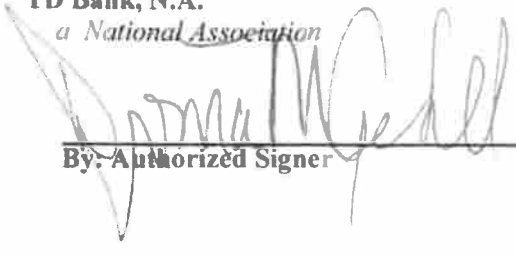
a Massachusetts limited liability company

 7/6/23
Amy McCaffery Date
Manager

 7/6/23
Matthew Gschwend Date
Manager

Lender

TD Bank, N.A.
a National Association

 1-6-23
By: Authorized Signer **Date**

Lease

Lease, dated as of this 6th day of July, 2023, by and between **PUTT AROUND, LLC**, a Massachusetts limited liability company, hereinafter referred to as “Landlord”, and **PUTT PUTT CHICKEN BUTT, INC.**, a Massachusetts corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

1. PREMISES. In consideration of the rents, agreements and conditions herein reserved and contained on the part of the Tenant to be performed and observed, the Landlord does hereby demise and lease to the Tenant, for the term hereinafter set forth, the premises having an address of 81 Underpass Road, Brewster, Massachusetts, referred to herein as the “Demised Premises”.
2. TENANT’S ACCEPTANCE OF PROPERTY. At the commencement of the term, the Tenant shall accept the building, improvements and any equipment on or in the Demised Premises, in their existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition or to the use of such Demised Premises. In no event shall Landlord be liable for any defect in such Demised Premises or for any limitation on its use.
3. TERM. The term of this lease shall be five (5) years, commencing as of July 6, 2023, and ending on July 5, 2028 (the “Initial Term”), both dates inclusive, unless sooner terminated as herein provided. The Tenant shall have four (4) five (5) year options to extend this Lease (each a “Renewal Term”). The rent for each such Renewal Term shall be as set forth in Section 4 hereafter. All other terms (except for the option to renew, which shall be limited to two) shall remain the same. Notice of the Tenant’s intent to extend under the option shall be given to Landlord at least one hundred eighty (180) days prior to the expiration of the Initial Term or Renewal Term, as the case may be. Tenant’s right to extend is contingent upon there being no events of default which remain uncured after the expiration of applicable grace periods.
4. RENT. During the Initial Term, the Tenant covenants and agrees to pay annual rent to Landlord in the amount of \$56,400.00 such rent to be payable in monthly installments of \$4,700.00. Rent is due in advance on the 6th day of each month of this lease.

In the event the Tenant exercises its option to renew, the annual rent during each Renewal Term shall be as agreed between Landlord and Tenant provided that the annual rent shall not increase by more than 3% for each successive Renewal Term.

5. UTILITIES, TAXES, INSURANCE. Tenant shall pay, as they become due, all bills for utilities that are furnished to the Demised Premises, including without limitation, electricity and gas, water and septic. The Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment with the Demised Premises as of the commencement date hereof. In the event the Tenant requires additional utility equipment, the installation and maintenance thereof shall be the Tenant’s sole obligation, provided that such installation shall be subject to the written consent of the

Landlord.

Tenant shall be responsible for the payment, as they become due, of all taxes and assessments, both real and personal, of every nature and description which are levied against the Demised Premises during or applicable to the term of the Lease and all other expenses incident to the ownership of the land and the buildings and improvements thereon. Landlord will notify Tenant and will provide a copy of the tax bill, upon receipt of which, Tenant will promptly forward payment to the Landlord, together with any interest or fees occasioned by the failure of Tenant to make timely payment.

Tenant shall be responsible for the payment of all policy premiums for fire and casualty insurance on the Demised Premises. Landlord will notify Tenant and will provide a copy of all insurance premium bills, upon receipt of which, Tenant will promptly forward payment of its allocable share to Landlord, together with any interest or fees occasioned by the failure of Tenant to make timely payment. Tenant shall not permit any use of the Demised Premises which will make void or voidable any insurance on the property of which the Demised Premises are a part, or on the contents of said property.

6. USE OF DEMISED PREMISES. The Tenant shall use the Demised Premises for the operation of a mini golf course and ice cream and a residential apartment.
7. COMPLIANCE WITH LAWS. The Tenant shall not use or knowingly permit any part of the Demised Premises to be used for any purpose which will be unlawful or contrary to any law or any municipal by-law or ordinance in force in the town in which the Demised Premises are situated. Nor shall the Tenant use or knowingly permit any part of the Demised Premises to be used contrary to any certificate of occupancy or license affecting the Demised Premises.
8. FIRE INSURANCE. The Tenant shall not permit any use of the Demised Premises which will make void or voidable any insurance on the property of which the Demised Premises are a part, or on the contents of said property. The Tenant shall on demand reimburse to the Landlord all extra insurance premiums caused by the Tenant's use of the premises.
9. MAINTENANCE OF PREMISES.
 - (a) The Tenant agrees to maintain Demised Premises in comparable condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Demised Premises are now in good order and the glass whole.
 - (b) The Landlord agrees to make all necessary repairs and replacements to the structure of the building of which the Demised Premises are a part so that said building will comply with all applicable laws and any other required structural repairs and replacements to said building. Structural repairs and replacements shall mean and include repairs and replacements to the roof and exterior walls of said building and to

major items of equipment such as the heating system.

10. ALTERATIONS, ADDITIONS. The Tenant shall not make structural alterations or additions to the Demised Premises, but may make non-structural alterations provided the Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Demised Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.
11. ASSIGNMENT-SUBLEASING. The Tenant shall not be permitted to assign or sublet the whole or any part of the Demised Premises for any lawful use without Landlord's prior written consent. Notwithstanding such assignment or subletting, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this lease.
12. SUBORDINATION. This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, not or at any time hereafter, a lien or liens on the property of which the Demised Premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
13. LANDLORD'S ACCESS. The Landlord or agents of the Landlord may, at reasonable times, enter to view the Demised Premises and to make repairs and alterations as Landlord should elect to do.
14. INDEMNIFICATION AND LIABILITY. The Tenant agrees to save Landlord against any and all injury, loss or damage or claims of injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or negligence of the Tenant, or any subtenant or any employees or agent of the Tenant. It is a condition of this save harmless and indemnification that Landlord shall provide Tenant with reasonably prompt notice of any claim against Landlord after Landlord received notice of such. The Landlord agrees to save Tenant against any and all injury, loss or damage or claims of injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or negligence of the Landlord. It is a condition of this save harmless and indemnification that Tenant shall provide Landlord with reasonably prompt notice of any claim against Tenant after Tenant received notice of such. If Tenant or anyone claiming under Tenant shall be injured, suffer loss or damage by theft, fire water or steam or in any other way or manner, whether similar or dissimilar to the foregoing, no part of said injury, loss or damage

is to be borne by Landlord unless the same shall be caused by or result from the act, omission or negligence of Landlord or its employees or agents. The removal of snow and ice from the sidewalks bordering upon the Demised Premises shall be Tenant's responsibility.

15. FIRE, CASUALTY, EMINENT DOMAIN. Should a substantial portion of the Demised Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this lease. When such fire, casualty, or taking renders the Demised Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Tenant may elect to terminate this lease if:
- (a) the Landlord fails to give written notice within thirty (30) days of intention to restore Demised Premises, or
 - (b) the Landlord fails to restore the Demised Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Tenant may have for damages or injury to the Demised Premises for any taking by eminent domain, except for damage to the Tenant's fixtures, property or equipment.

16. DEFAULT AND BANKRUPTCY. In the event that:
- (a) The Tenant shall default in the payment of any installment of rent or other sums herein specified and such default shall continue for ten (10) days after written notice thereof; or
 - (b) The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
 - (c) The Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or, if a petition for bankruptcy is filed (either voluntary or involuntary) with respect to Tenant;

The Landlord shall have the right thereafter, after expiration of applicable grace periods and while such default continues, to re-enter and take complete possession of the Demised Premises, to declare the term of this lease ended, and remove the Tenant's effects, without prejudice to any remedies, which might be otherwise used for arrears of rent or other defaults. The Tenant shall indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the term. If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Landlord, without

being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve percent (12%) per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

17. SUCCESSORS AND ASSIGNS. The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this lease, shall mean, where the context requires or admits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. The agreement and conditions in this Lease contained on the part of the Landlord to be performed and observed shall be binding upon Landlord and their heirs, legal representatives, successors and assigns and shall enure to the benefit of the Tenant and its legal representatives, successors and assigns, and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon the Tenant and its heirs, legal representatives, successors and assigns and shall enure to the benefit of the Landlord and their heirs, legal representatives, successors and assigns. If Landlord shall be more than one person, the obligations of Landlord shall be joint and several.

18. WAIVERS. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be exclusive of any other; and any two or more or all of such rights and remedies may be exercised at the same time. Without limiting the generality of the foregoing, if any restriction contained in this lease for the benefit of either party shall be violated, said party, without waiving any claim for proceedings as it may deem necessary, may bring an action either at law or in equity, in its own name or in the name of the other party, against the person violating said restriction.

19. DISPUTES. It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there

shall survive the right on the part of said party to institute a cause of action for the recovery of such sum, and if it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance, and there shall survive the right on the part of said party to institute a cause of action for the recovery of the cost of such work, and, if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this lease.

20. QUIET ENJOYMENT. Landlord agrees that, upon Tenant's paying the rent and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all rights of Tenant hereunder during the term of this lease without any manner of hindrance or molestation.
21. NOTICES. Any notice and other communication given pursuant to the provisions of this lease shall be deemed to have been given only if in writing and mailed by certified mail or registered mail, return receipt requested, postage prepaid, and, except as may be expressly otherwise provided in this lease, any such notice or other communication shall be deemed given when mailed as in this Article provided. If sent to Landlord, the same shall be mailed to Landlord at 81 Underpass Road, Brewster, MA 02631, or at such other address or addresses as Landlord may hereafter designate by notice to Tenant; and, if sent to Tenant, the same shall be mailed to Tenant at 81 Underpass Road, Brewster, MA 02631, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.
22. SEVERABILITY. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
23. GOVERNING LAW. This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.
24. ADDITIONAL INSTRUMENTS. The parties agree to execute and deliver any instrument in writing necessary to carry out any agreement, term, condition, or assurance in this lease whenever occasion shall arise and request for such instrument shall be made.
25. SURRENDER. The Tenant shall at the expiration or other termination of this lease remove all Tenant's goods and effects, including trade fixtures, from the Demised Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Demised Premises). Tenant

shall deliver to the Landlord the Demised Premises and all keys, locks thereto, and other fixtures connected therewith, except trade fixtures of the Tenant, and all alterations and additions made to or upon the Demised Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of the Tenant's property from the Demised Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage of the property at Tenant's expense, to remove or to retain same under Landlord's control or to sell at public or private sale without notice, any or all of the property not so removed by the Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Landlord:

PUTT AROUND, LLC

Matthew Gschwend
Matthew C. Gschwend, Manager

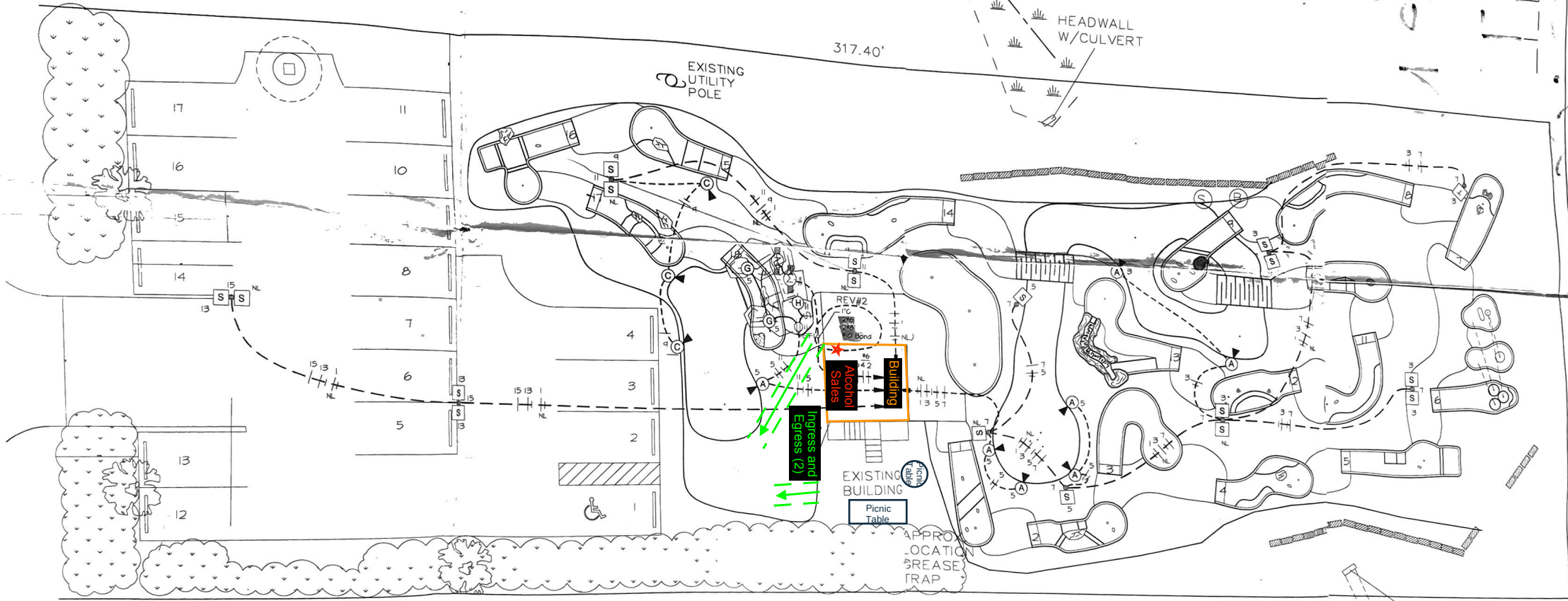
Amy McCaffery
Amy G. McCaffery, Manager

Tenant:

PUTT PUTT CHICKEN BUTT, INC.

Amy McCaffery
Amy G. McCaffery, President

Matthew Gschwend
Matthew C. Gschwend, Treasurer



□ EXISTING CATCH BASIN
 EXISTING PAVED PARKING AREA

EXCEPT AS NOTED:
 All wire CU #10 THH/THWN dual rated
 All conduits 3/4" PC or as approved for use by NEC
 Pull #10 bond in all electrical conduits

DATE	REVISED	BY
▲▲▲▲		
Rutter-A-Round 21 Underpass Rd. Brewster, MA 02601 COURSE & PARKING ELECTRICAL		
COPYRIGHTED MATERIAL PROPERTY OF CASTLE GOLF INC. NO UNAUTHORIZED COPY OR REPRODUCTION IS PERMITTED EXCEPT AS SPECIFICALLY PROVIDED IN WRITING		
Castle Golf Inc. 1901 E University, suite 110 Mesa, AZ 85203 (480) 966-1958		
JOB NO. 332	DRAWN BY E. J. [unclear]	
SCALE 1/4" = 1'	DATE 4-20-04	
SHEET NO. 1	REVISED	
E-1		

To: Abutters of 81 Underpass Road – Harbor Lights Mini Golf
Re: Public Hearing for a Seasonal Liquor License

Please note that Putt Putt Chicken Butt Inc. d/b/a Harbor Lights Mini Golf & Ice Cream has filed an application with the Select Board for a new General On-Premises Wines & Malt Beverages Seasonal Liquor license. Below are the legal ads that will run in the March 1st and March 8th, edition of Wicked Local/The Cape Codder.

TOWN OF BREWSTER
Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4-17C, the Brewster Select Board will hold a public hearing on Monday March 11, 2024, at 6:10pm to review an application from Putt Putt Chicken Butt Inc., d/b/a Harbor Lights Mini Golf & Ice Cream located at 81 Underpass Road, Brewster, for a new General On-Premises Wines & Malt Beverages Seasonal Liquor License.

This hearing will be conducted in person at 2198 Main Street, Room A and by remote participation. To participate in this meeting by phone, call 312-626-6799 or 301-715-8592. Webinar ID: 890 9291 0526 Passcode: 509224. To participate by Zoom, please use this link, <https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09>, Passcode: 509224

All interested parties are invited to attend.

U.S. POSTAL SERVICE CERTIFICATE
MAY BE USED FOR DOMESTIC AND INTERNATIONAL
PROVIDE FOR INSURANCE - POSTMASTER

Received From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631

U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15606-R

VERKERK GERARD C & GIJSBERTJE P
58 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, Mar. 1989 * U.S. GPO: 1989-242-531/05281

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92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15609-R

LOCKWOOD JOHN P & CHRISTINE M
164 MEADOWS END ROAD
MONROE, CT 06488

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U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15618-R

HOTARD JOHN & BYRD MARILYN
85 SACHEMUS TRAIL
BREWSTER, MA 02631

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Brewster, MA 02631

U.S. POSTAGE
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SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15607-R

MUCCI JOHN D & VICKI L TRUSTEES
JOHN D MUCCI 2012 TRUST
54 SACHEMUS TRAIL
BREWSTER, MA 02631

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Brewster, MA 02631

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FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15610-R

KEYES TYLER E
44 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, Mar. 1989 * U.S. GPO: 1989-242-531/05281

UNITED STATES POSTAL SERVICE
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81 Underpass Rd
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U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12405

RDC 99

To: 78-137-15616-R

DRISCOLL MOLLY M
55 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, April 2007 PSN 7530-02-000-9065

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From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631

U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12405

RDC 99

To: 78-137-15613-R

MCLAUGHLIN MARJORIE
34 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE
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81 Underpass Rd
Brewster, MA 02631

U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

To: 78-137-15619-R

SAYER EDWARD J & REILLY AMANDA J
CO-TRUSTEES
57 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAL SERVICE CERTIFICATE
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92109
FEB 23 24
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R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15608-R

DLUGI JANICE F TRUSTEE
THE JANICE F DLUGI LIVING TRUST
52 SACHEMUS TRAIL
BREWSTER, MA 02631

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One piece of ordinary mail addressed to:
78-137-15611-R

WEBBER CHARLES MARTIN TRUSTEE
WEBBER VIRGINIA PERI TRUSTEE
513 WEST BROAD STREET
UNIT 404
FALLS CHURCH, VA 22046

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RDC 99

One piece of ordinary mail addressed to:
78-137-15617-R

MACDONALD LAURA MARIE TRUSTEE
LAURA MARIE MACDONALD LIVING TRUST
671 SHERMAN STREET
CANTON, MA 02021

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Brewster, MA 02631

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92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15614-R

DUCHARME EDWARD R & MARY K
32 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, Mar. 1989 * U.S. GPO: 1989-242-531/05281

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U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E124

RDC 99

One piece of ordinary mail addressed to:
78-137-15603-R

BREWSTER LANDING CONDO ASSOCIATION
C/O DISTINCTIVE PROPERTY SERVICES
303 PALMER AVENUE
FALMOUTH, MA 02540

PS Form 3817, Mar. 1989 * U.S. GPO: 1989-242-531/05281

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RDC 99

One piece of ordinary mail addressed to:
78-137-15603-R

BONAVOLANTE LORI A &
SAGUE ALLAN T
66 SACHEMUS TRAIL
BREWSTER, MA 02631

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81 Underpass Rd
Brewster, MA 02631

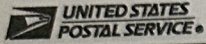
U.S. POSTAGE
FROM LETTER
SAN DIEGO, CA
92109
FEB 23 24
AMOUNT
\$2.00
R2305E12

RDC 99

One piece of ordinary mail addressed to:
78-137-15600-R

DANGELO JAMES M & MICHELE F TRUSTEE
78 SACHEMUS TRAIL REALTY TRUST
78 SACHEMUS TRAIL
BREWSTER, MA 02631

PS Form 3817, Mar. 1989 * U.S. GPO: 1989-242-531/05281



This Certificate of Mailing provides evidence that mail has been placed in a mailbox or meter. This form may be used for domestic and international mail.

From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631

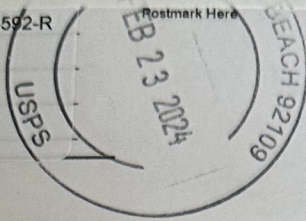


RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

To: 78-137-15592-R

SMITH STEPHEN & SANDY
6 SACHEMUS TRAIL
BREWSTER, MA 02631



PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been placed in a mailbox or meter. This form may be used for domestic and international mail.

From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631

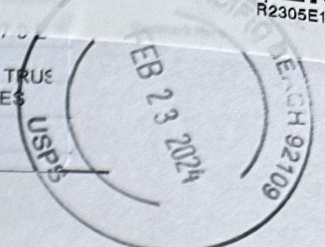


RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

To:

BREWSTER LANDING CONDOMINIUM TRU
C/O DISTINCTIVE PROPERTY SERVICES
303 PALMER AVENUE
FALMOUTH, MA 02540



PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631



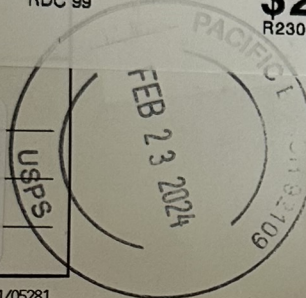
RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

One piece of ordinary mail addressed to:

78-137-15605-R

MENARD MIA L
60 SACHEMUS TRAIL
BREWSTER, MA 02631



PS Form 3817, Mar. 1989

U.S. GPO: 1989-242-531/05281

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631



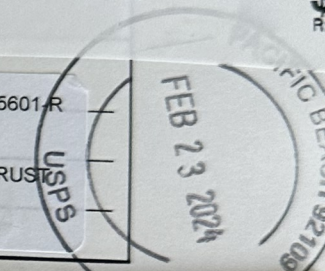
RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

One piece of ordinary mail addressed to:

78-137-15601-R

QUEENIN CHRISTOPHER TRUSTEE
JANET A QUEENIN IRREVOCABLE TRUST
4 MARKHAM TERRACE
WOBBURN, MA 01801



PS Form 3817, Mar. 1989

U.S. GPO: 1989-242-531/05281

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631



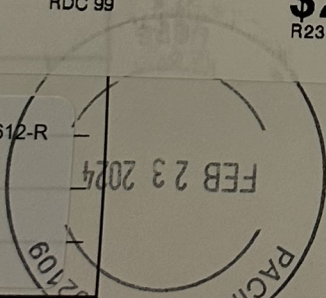
RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

One piece of ordinary mail addressed to:

78-137-15612-R

ICE MICHAEL & ICE SUZIE
9 WANDERING MEADOWS LANE
WILBRAHAM, MA 01095



PS Form 3817, Mar. 1989

U.S. GPO: 1989-242-531/05281

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631



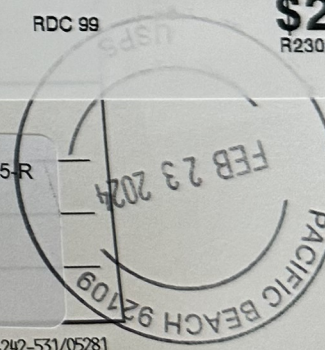
RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

One piece of ordinary mail addressed to:

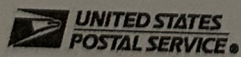
78-137-15615-R

DIOGUARDI RALPH M & TRACY A
20 BEECHWOOD COURT
CHESHIRE, CT 06410



PS Form 3817, Mar. 1989

U.S. GPO: 1989-242-531/05281



This Certificate of Mailing provides evidence that mail has been placed in a mailbox or meter. This form may be used for domestic and international mail.

From: Harbor Lights Mini Golf
81 Underpass Rd
Brewster, MA 02631

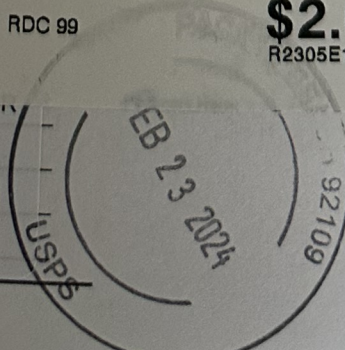


RDC 99

U.S. POSTAGE
FCM LETTER
SAN DIEGO, CA
92109
FEB 23, 24
AMOUNT
\$2.00
R2305E12405

To:

NGUYEN KAREN & MELANO BEETHOVEN
108 SACHEMUS TRAIL
BREWSTER, MA 02631



PS Form 3817, April 2007 PSN 7530-02-000-9065

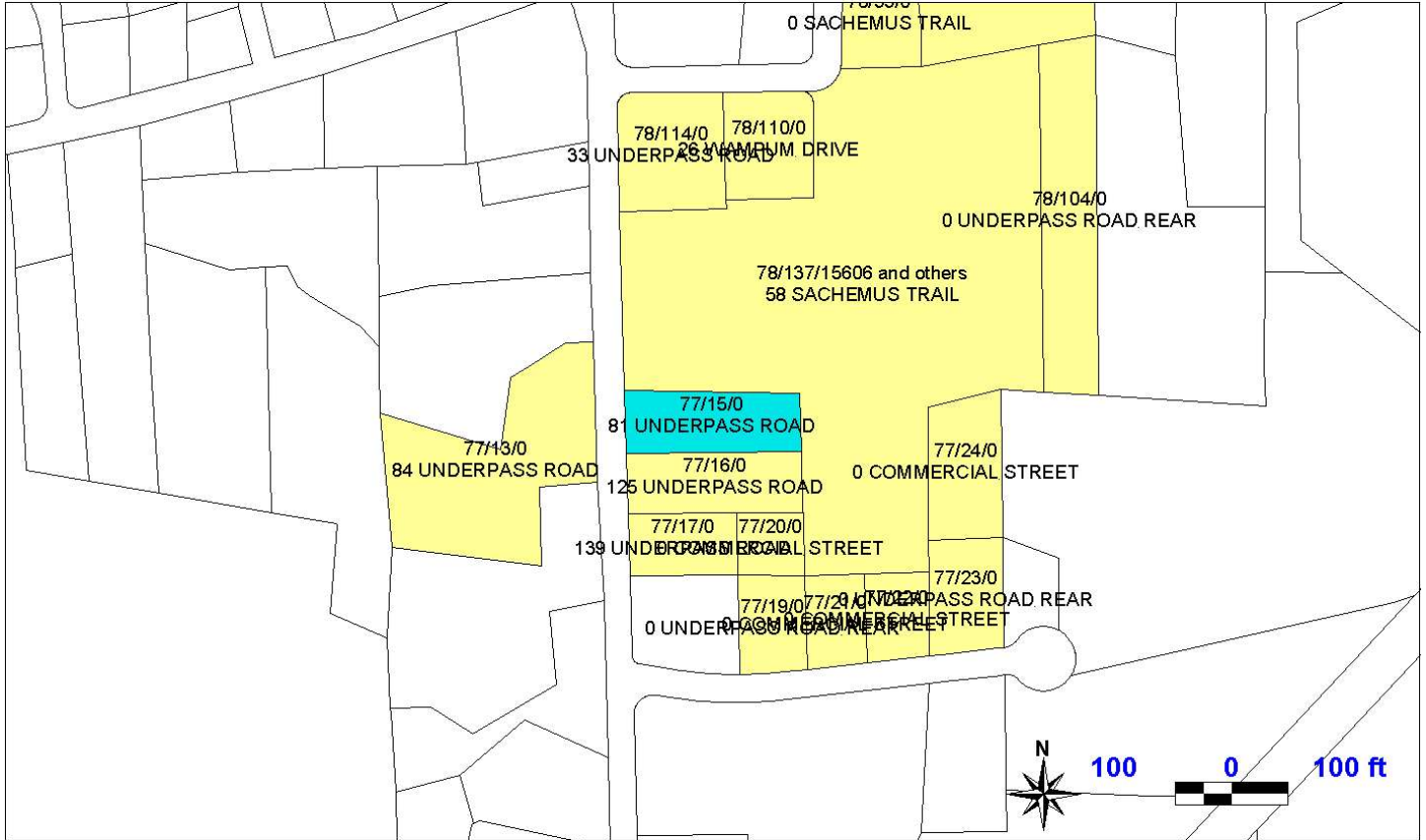


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

Certified by:

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

Custom Abutters List of Parcel 77/15/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2975	77-13-0-R (26-7)	MIAMI STUFF LLC	84 UNDERPASS ROAD	PO BOX 128	SOUTH HARWICH	MA	02661
3280	77-15-0-R (27-15-1)	PUTT AROUND LLC	81 UNDERPASS ROAD	PO BOX 41	SOUTH WELLFLEET	MA	02663
3281	77-16-0-R (27-15-2)	125 UNDERPASS ROAD LLC	125 UNDERPASS ROAD	157 SCUDDER BAY CIRCLE	CENTERVILLE	MA	02632
3282	77-17-0-R (27-15-3)	HOOK AND HAMMER LLC	139 UNDERPASS ROAD	PO BOX 2117	BREWSTER	MA	02631
3285	77-19-0-R (27-17-2)	MACGREGOR J BRUCE	0 UNDERPASS ROAD REAR	P O BOX 1959	BREWSTER	MA	02631
3286	77-20-0-R (27-17-2A)	MACGREGOR J BRUCE	0 COMMERCIAL STREET	P O BOX 1959	BREWSTER	MA	02631
3287	77-21-0-R (27-17-3)	MACGREGOR J BRUCE	0 COMMERCIAL STREET	P O BOX 1959	BREWSTER	MA	02631
3288	77-22-0-R (27-17-4)	MACGREGOR J BRUCE	0 COMMERCIAL STREET	P O BOX 1959	BREWSTER	MA	02631
3289	77-23-0-R (27-17-5)	MACGREGOR J BRUCE	0 UNDERPASS ROAD REAR	P O BOX 1959	BREWSTER	MA	02631
12780	77-24-0-E (27-999)	MILLER DAVID W & PAULA L	0 COMMERCIAL STREET	P O BOX 1681	BREWSTER	MA	02631
1638	78-97-0-R (15-120)	GREGSON BENJAMIN P & NINA J	2500 MAIN STREET	2500 MAIN STREET	BREWSTER	MA	02631
1642	78-99-0-R (15-125-1)	JOHNSON ELISABETH REMY TRUSTE LOWL TRUST	0 SACHEMUS TRAIL	BOX 512	BREWSTER	MA	02631
1694	78-104-0-R (15-183-1)	REMY JANE M TRUSTEE JANE M REMY LIVING TRUST	0 UNDERPASS ROAD REAR	175 A P NEWCOMB ROAD	BREWSTER	MA	02631
1654	78-110-0-R (15-125-13)	26 WAMPUM LLC	26 WAMPUM DRIVE	26 WAMPUM DRIVE	BREWSTER	MA	02631
1693	78-114-0-R (15-182)	PARK AVE REALTY LLC	33 UNDERPASS ROAD	792 MASSACHUSETTS AVENUE UNIT #2	ARLINGTON	MA	02476

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1643	78-137-0-E (15-125-2)	BREWSTER LANDING CONDOMINIUM TRU	0 SACHEMUS TRAIL	C/O DISTINCTIVE PROPERTY SERVICES 303 PALMER AVENUE	FALMOUTH	MA	02540
15592	78-137-15592-R (-)	SMITH STEPHEN & SANDY	6 SACHEMUS TRAIL	6 SACHEMUS TRAIL	BREWSTER	MA	02631
15593	78-137-15593-R (-)	MUZY INGRID	5 SACHEMUS TRAIL	5 SACHEMUS TRAIL	BREWSTER	MA	02631
15594	78-137-15594-R (-)	NGUYEN KAREN & MELANO BEETHOVEN	108 SACHEMUS TRAIL	108 SACHEMUS TRAIL	BREWSTER	MA	02631
15595	78-137-15595-R (-)	DIAMOND HAROLD A & LAUREN M	104 SACHEMUS TRAIL	23210 L'ERMITAGE CIRCLE	BOCA RATON	FL	33433
15596	78-137-15596-R (-)	FOLEY RAYMOND J & DIANE K	100 SACHEMUS TRAIL	32 ANGELA'S WAY	BURLINGTON	CT	06013
15597	78-137-15597-R (-)	WOLFE EMILY C	98 SACHEMUS TRAIL	98 SACHEMUS TRAIL	BREWSTER	MA	02631
15598	78-137-15598-R (-)	WARREN MICHAEL & COLLEEN	94 SACHEMUS TRAIL	1057 CHAPEL FORGE DRIVE	LANCASTER	PA	17601
15599	78-137-15599-R (-)	KENNEY FRANCIS J & GALLAGHER JEANN	90 SACHEMUS TRAIL	90 SACHEMUS TRAIL	BREWSTER	MA	02631
15600	78-137-15600-R (-)	DANGELO JAMES M & MICHELE F TRUSTE 78 SACHEMUS TRAIL REALTY TRUST	78 SACHEMUS TRAIL	78 SACHEMUS TRAIL	BREWSTER	MA	02631
15601	78-137-15601-R (-)	QUEENIN CHRISTOPHER TRUSTEE JANET A QUEENIN IRREVOCABLE TRUST	72 SACHEMUS TRAIL	4 MARKHAM TERRACE	WOBURN	MA	01801
15602	78-137-15602-R (-)	BOZZA MELANIE	70 SACHEMUS TRAIL	70 SACHEMUS TRAIL	BREWSTER	MA	02631
15603	78-137-15603-R (15-125)	BONAVOLANTE LORI A & SAGUE ALLAN T	66 SACHEMUS TRAIL	66 SACHEMUS TRAIL	BREWSTER	MA	02631
15604	78-137-15604-R (-)	INNIS REBECCA & INNIS REUBEN L & KATHERINE P	64 SACHEMUS TRAIL	118 RIVERWAY #20	BOSTON	MA	02215
15605	78-137-15605-R (-)	MENARD MIA L	60 SACHEMUS TRAIL	60 SACHEMUS TRAIL	BREWSTER	MA	02631
15606	78-137-15606-R (-)	VERKERK GERARD C & GIJSBERTJE FB	58 SACHEMUS TRAIL	58 SACHEMUS TRAIL	BREWSTER	MA	02631
15607	78-137-15607-R (-)	MUCCI JOHN D & VICKI L TRUSTEES JOHN D MUCCI 2012 TRUST	54 SACHEMUS TRAIL	54 SACHEMUS TRAIL	BREWSTER	MA	02631
15608	78-137-15608-R (-)	DLUGI JANICE F TRUSTEE THE JANICE F DLUGI LIVING TRUST	52 SACHEMUS TRAIL	52 SACHEMUS TRAIL	BREWSTER	MA	02631
15609	78-137-15609-R (-)	LOCKWOOD JOHN P & CHRISTINE M	48 SACHEMUS TRAIL	164 MEADOWS END ROAD	MONROE	CT	06488
15610	78-137-15610-R (-)	KEYES TYLER E	44 SACHEMUS TRAIL	44 SACHEMUS TRAIL	BREWSTER	MA	02631
15611	78-137-15611-R (-)	WEBBER CHARLES MARTIN TRUSTEE WEBBER VIRGINIA PERI TRUSTEE	40 SACHEMUS TRAIL	513 WEST BROAD STREET UNIT 404	FALLS CHURCH	VA	22046
15612	78-137-15612-R (-)	ICE MICHAEL & ICE SUZIE	38 SACHEMUS TRAIL	9 WANDERING MEADOWS LANE	WILBRAHAM	MA	01095
15613	78-137-15613-R (-)	MCLAUGHLIN MARJORIE	34 SACHEMUS TRAIL	34 SACHEMUS TRAIL	BREWSTER	MA	02631
15614	78-137-15614-R (-)	DUCHARME EDWARD R & MARY K	32 SACHEMUS TRAIL	32 SACHEMUS TRAIL	BREWSTER	MA	02631
15615	78-137-15615-R (-)	DIOGUARDI RALPH M & TRACY A	28 SACHEMUS TRAIL	20 BEECHWOOD COURT	CHESHIRE	CT	06410
15616	78-137-15616-R (15-125-2)	DRISCOLL MOLLY M	55 SACHEMUS TRAIL	55 SACHEMUS TRAIL	BREWSTER	MA	02631
15617	78-137-15617-R (-)	MACDONALD LAURA MARIE TRUSTEE LAURA MARIE MACDONALD LIVING TRUST	87 SACHEMUS TRAIL	671 SHERMAN STREET	CANTON	MA	02021
15618	78-137-15618-R (-)	HOTARD JOHN & BYRD MARILYN	85 SACHEMUS TRAIL	85 SACHEMUS TRAIL	BREWSTER	MA	02631
15619	78-137-15619-R (-)	SAYER EDWARD J & REILLY AMANDA J CO-TRUSTEES	57 SACHEMUS TRAIL	57 SACHEMUS TRAIL	BREWSTER	MA	02631

Additional Abutter Notifications:

Brewster Landing Condominium Association c/o Distinctive Property Services 303 Palmer Avenue Falmouth MA 02540

Account Number:	751857
Customer Name:	Town Of Brewster
Customer Address:	Town Of Brewster 2198 Main ST Brewster MA 02631-1852
Contact Name:	Jillian Douglass
Contact Phone:	
Contact Email:	jmann@localiq.com
PO Number:	Erika Mawn

Date:	02/15/2024
Order Number:	9861728
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	37.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO CAP Cape Codder	2	03/01/2024 - 03/08/2024	Public Notices
NEO wickedlocal.com	2	03/01/2024 - 03/08/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$128.76
Service Fee 3.99%	\$5.14
Cash/Check/ACH Discount	-\$5.14
Payment Amount by Cash/Check/ACH	\$128.76
Payment Amount by Credit Card	\$133.90

Order Confirmation Amount	\$128.76
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Ad Preview

LEGAL NOTICE TOWN OF BREWSTER Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4-17C, the Brewster Select Board will hold a public hearing on Monday March 11, 2024, at 6:10pm to review an application from Putt Putt Chicken Butt Inc., d/b/a Harbor Lights Mini Golf & Ice Cream located at 81 Underpass Road, Brewster, for a new General On-Premises Wines & Malt Beverages Seasonal Liquor License.

This hearing will be conducted in person at 2198 Main Street, Room A and by remote participation. To participate in this meeting by phone, call 312-626-6799 or 301-715-8592. Webinar ID: 890 9291 0526 Passcode: 509224. To participate by Zoom, please use this link, [https://us02web.zoom.us/j/89092910526?](https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09)

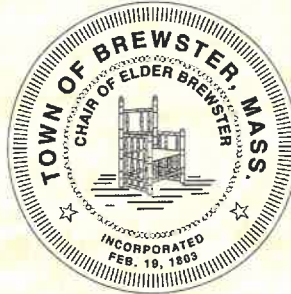
[pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09](https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09), Passcode: 509224

All interested parties are invited to attend.

AD#9861728

Cape Codder 03/01,03/08/2024

The Commonwealth of Massachusetts
TOWN OF BREWSTER



This is to Certify that:

Putt Putt Chicken Butt, Inc.
d/b/a Harbor Lights Mini Golf

81 Underpass Road
Brewster, MA 02631
Amy McCaffery & Matt Gschwend, Managers

**IS HERBY GRANTED A
COMMON VICTUALLER'S LICENSE**

This license is permitted at the location listed above only and **expires December 31, 2024**, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers.

This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

[Handwritten signatures of Edward Chalton, Mary Chaffin, David Hoffmann, and CA Bingham]

Hours of Operation:
10am – 10pm / 7 days a week

Brewster Select Board
Local Licensing Authority

This license is issued provided that all applicable requirements of the state and town and any of its departments, boards, and commissions have been fulfilled.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES



Town of Brewster

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

Office Of:
Select Board
Town Manager

ENT 11-2023

FEE \$250.00

COMMONWEALTH OF MASSACHUSETTS

Town of Brewster

Licensing Authority

This is to certify that:

Putt Putt Chicken Butt, Inc.

d/b/a Harbor Lights Mini Golf

81 Underpass Road, Brewster, MA 02631

IS HEREBY GRANTED A YEARLY (Weekday, Monday - Saturday) ENTERTAINMENT LICENSE

Public Entertainment on Sunday License issued through the Department of Public Safety

This permit is granted in conformity with the Statutes and Ordinances relating thereto and expires
June 30, 2024, unless sooner suspended or revoked.

Date Issued: June 26, 2023

Brewster Select Board
Local Licensing Authority

Conditions:

- Hours License are active:
7 days a week from 10am – 10pm
- Entertainment is to include recorded
music played throughout the course on
speakers.

No.: 00055-RS-0506

LICENSE

ALCOHOLIC BEVERAGES

THE LICENSING BOARD, TOWN OF HARWICH, MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

License to Expose, Keep for Sales, and to Sell
Wine and Malt Beverages

To Be Drunk On The Premises

Date: 03/20/2023

To: Ajg Corp

DBA: The Weatherdeck Restaurant

License Duration Type: Seasonal Wine and Malt

Manager: George Argyriadis

License Conditions (description of premise)

168 Route 28, Harwich

Stand-alone building, miniature golf course on east side, parking lot on north, west and south side.

Four entrances, five exits.

Capacity:133

On the following described premises:

This license is granted and accepted upon the express condition that the licensee shall in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made expires **January 15, 2024**, unless earlier suspended, cancelled or revoked.


IN TESTIMONY WHEREOF, the undersigned have thereunto affixed their official signatures.

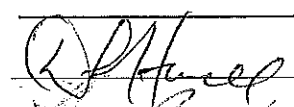
**The Hours during which Alcoholic Beverages
may be sold are From:**

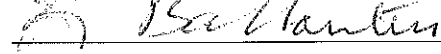
8:00AM – 1:00AM WEEKDAYS

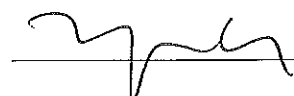
10:00AM – 1:00AM SUNDAYS & HOLIDAYS

LICENSE
granted by:









This License Shall be Displayed on the Premises in a
conspicuous position where it can be easily read

LICENSING AUTHORITIES



Town of Brewster

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

Office of:
Human Resources

MEMORANDUM

TO: Select Board
FROM: Susan Broderick, Human Resources Director
RE: Fixed Rate and Salary Scale
DATE: March 8, 2024

For your review and approval is the FY25 Fixed Rate and Salary Scale and an amended FY24 scale. This scale encompasses the Town's seasonal positions, as well as many of our part-time positions. The Select Board has a policy that this wage scale will be reviewed annually, as these employees do not receive automatic cost of living or step increases. The policy also states that the Town will use the current MA minimum wage as its lowest level of pay for seasonal positions. Past practice has been to extend this policy to all positions in the Fixed Rate & Salary Scale. The current Massachusetts minimum wage is \$15.00 per hour.

The scale was sent to Department Heads for their review and recommendations for FY25 wages. Department heads have accounted for any increases in hourly rates in their FY25 budgets. You will find that many of the wage scales encompass a large differential in the minimum versus maximum pay, this gives the Town more flexibility and is necessary in a competitive job market.

This is the first year you will find the position of Community Service Officer listed under the Police Department. This is not a new position for the Police Department, but rather a slight change to the seasonal Parking Enforcement position, whose main responsibility was to patrol the beaches in the summer season to enforce the Town's parking regulations. In addition to enforcing the Town's parking regulations, the Community Service Officer will also perform a variety of routine non-critical public safety functions such as responding to citizen requests, community policing activities, bike patrol and traffic control. There is a \$3.00 an hour increase recommended for the part-time inspectors from \$45.00 to \$48.00 per hour to remain competitive with pay rates for these positions in neighboring towns. We plan to increase these rates by another \$2-3 per hour/inspection in FY26.

**TOWN OF BREWSTER
PERSONNEL BYLAW EMPLOYEES
FIXED RATE AND SALARY SCALE**

The following employees do not receive automatic annual cost of living increases or step/merit increases. The Select Board shall review these wage rates from time to time at their discretion with respect to market conditions.

SEASONAL & ANNUAL PART-TIME POSITIONS: Edit Date: March 7, 2024		FY2023		FY2024		FY2025	
		Min	Max	Min	Max	Min	Max
1	<u>Board of Registrars:</u>						
	Head Registrar	\$14.75	\$15.50	\$15.50	\$16.50	\$15.50	\$16.50
	Registrars	\$14.50	\$15.25	\$15.25	\$16.25	\$15.25	\$16.25
	Assistant Registrars	\$14.25	\$15.00	\$15.00	\$16.00	\$15.00	\$16.00
2	<u>Election Workers:</u>						
	Wardens	\$15.15	\$15.75	\$15.75	\$16.75	\$15.75	\$16.75
	Deputy Wardens	\$14.85	\$15.50	\$15.50	\$16.50	\$15.50	\$16.50
	Clerks	\$14.55	\$15.25	\$15.25	\$16.25	\$15.25	\$16.25
	Checkers & Counters	\$14.25	\$15.00	\$15.00	\$16.00	\$15.00	\$16.00
3	<u>Police Department (Part-time):</u>						
	Police Matrons						
	a. Day (8am - Midnight)	\$16.00	\$22.00	\$17.00	\$23.00	\$18.00	\$24.00
	b. Night (Midnight - 8am)	\$17.00	\$23.00	\$18.00	\$24.00	\$19.00	\$25.00
	Police Dispatchers (Part-time)	\$17.00	\$23.00	\$18.00	\$24.00	\$19.00	\$25.00
	Community Service Officer	New in FY24/25		\$19.00	\$25.00	\$19.00	\$25.00
4	<u>Inspector Positions (Incl. Trans):</u>						
	Alternate Building Commissioner	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Gas Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Assistant Gas Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Assistant Building Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Plumbing Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Assistant Plumbing Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Wiring Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
	Assistant Wiring Inspector	\$44.00	N/A	\$45.00	N/A	\$48.00	N/A
5	<u>Natural Resources Department:</u>						
	Water Quality/Asst. Constable	\$14.25	\$16.25	\$15.00	\$17.50	\$15.00	\$17.50
	Shellfish Laborer/Warden	\$14.25	\$16.25	\$15.00	\$17.50	\$15.00	\$17.50
	Natural Resources Assistant	\$17.00	\$20.00	\$18.00	\$22.00	\$18.00	\$22.00
6	<u>Stony Brook Mill</u>						
	Alewife Warden (Annual Stipend)	\$1,100.00	N/A	\$1,100.00	N/A	\$1,100.00	N/A
	Miller (Annually)	\$1,500.00	N/A	\$1,500.00	N/A	\$1,500.00	N/A
7	<u>Recreation Department:</u>						
	Program Coordinator	\$15.00	\$20.00	\$16.00	\$21.00	\$16.50	\$21.50
	Seasonal Department Asst.	\$15.00	\$23.00	\$20.00	\$28.00	\$21.00	\$29.00
	Program Instructor	\$16.00	\$21.00	\$17.00	\$22.00	\$17.50	\$22.50
	Assistant Program Instructor	\$15.00	\$19.00	\$16.00	\$20.00	\$16.50	\$20.50
	Referee & Umpires	\$50.00	\$80.00	\$50.00	\$80.00	\$60.00	\$80.00
	Swim Program Director	\$16.00	\$21.00	\$17.00	\$22.00	\$17.50	\$22.50
	Assistant Swim Director	\$15.00	\$18.00	\$16.00	\$19.00	\$16.50	\$19.50
	Head Lifeguard	\$17.00	\$28.00	\$22.00	\$28.00	\$22.50	\$28.50
	Water Safety Instructors	\$15.00	\$26.00	\$20.00	\$26.00	\$21.00	\$26.00
	Junior Lifeguards	\$17.00	\$23.00	\$17.00	\$23.00	\$17.50	\$23.50
	Lifeguards	\$15.00	\$26.00	\$20.00	\$26.00	\$21.00	\$26.00
	Pool Attendant	\$16.00	\$22.00	\$16.00	\$22.00	\$16.50	\$22.50
	Pool Manager	\$26.00	\$32.00	\$26.00	\$32.00	\$27.00	\$33.00
	Beach Monitor/Ambassador	\$15.00	\$22.00	\$15.00	\$22.00	\$16.50	\$22.50
	Gate Attendant	\$15.00	\$22.00	\$16.00	\$22.00	\$16.50	\$22.50
	Playground Director	\$19.00	\$25.00	\$20.00	\$26.00	\$21.00	\$27.00
	Playground Assistant Director	\$17.00	\$22.00	\$18.00	\$22.00	\$19.00	\$23.00
	Head Counselor	\$16.00	\$21.00	\$17.00	\$22.00	\$18.00	\$22.00
	Counselors - Playground	\$14.25	\$17.50	\$16.00	\$18.50	\$16.50	\$19.00
	Playground Junior Leaders	\$14.25	\$17.00	\$16.00	\$18.00	\$16.00	\$18.00
	Tennis Director	\$18.00	\$23.00	\$19.00	\$24.00	\$20.00	\$25.00

SEASONAL & ANNUAL PART-TIME POSITIONS: Edit Date: March 7, 2024		FY2023		FY2024		FY2025	
		Min	Max	Min	Max	Min	Max
	Assistant Tennis Director	\$17.00	\$20.00	\$18.00	\$21.00	\$18.00	\$21.00
	Tennis Instructor	\$15.00	\$18.00	\$16.00	\$19.00	\$16.50	\$19.00
	Sailing Director	\$18.00	\$23.00	\$19.00	\$24.00	\$19.50	\$24.50
	Assistant Sailing Director	\$17.00	\$20.00	\$18.00	\$21.00	\$18.50	\$21.50
	Sailing Instructor	\$15.00	\$19.00	\$16.00	\$20.00	\$16.50	\$20.50
8	<u>Captains Golf Course:</u>						
	Seasonal Grounds Worker	\$14.25	\$20.00	\$15.00	\$22.00	\$18.00	\$22.00
	Seasonal Clubhouse/Proshop Shift Worker	\$14.25	\$17.00	\$15.00	\$18.00	\$15.00	\$18.00
	Seasonal Golf Operations Workers	\$14.25	\$16.00	\$15.00	\$17.00	\$15.00	\$17.00
9	<u>Other Departments:</u>						
	Clerical Support	\$15.00	\$22.00	\$15.00	\$22.00	\$15.00	\$23.00
	Temporary Laborer	\$15.00	\$20.50	\$16.00	\$22.00	\$17.00	\$25.00
	Permit Sales Clerks	\$15.00	\$19.00	\$16.50	\$20.50	\$16.50	\$20.50
	Permit Sales Office Supervisor	\$16.00	\$22.00	\$17.50	\$23.50	\$17.50	\$23.50
	Custodian (Part-time)	\$15.00	\$20.50	\$16.00	\$22.00	\$17.00	\$23.00
	Public Health Nurse	\$30.00	\$40.00	\$30.00	\$40.00	\$32.00	\$42.00



community development partnership

Creating opportunities for people to live, work, and thrive on the Lower Cape

December 1, 2023

Faythe Ellis
Chair, Brewster Community Preservation Committee
Brewster Town Hall
2198 Main Street
Brewster, MA 02631-1898

RE: 2023 CPA PROJECT FUNDING REQUEST - Lower Cape Housing Institute

Dear Ms. Ellis:

I am pleased to enclose a copy of an application from the Lower Cape Cod Community Development Corporation d/b/a Community Development Partnership (CDP) in submission for 2023 CPA Project Funding for 2024-2026 (our FY 2025 and FY 2026).

The CDP is excited about continuing years eight and nine of our Lower Cape Housing Institute and providing training opportunities to municipal officials and town staff in Brewster on advanced level topics for those who have already attended the Lower Cape Housing Institute. The Institute is a much-needed continuing education opportunity as evidenced by the 306 people who have attended the past seven Housing Institutes, including 45 participants from the Town of Brewster. These participants include members of the Board of Selectmen, Finance Committee, Housing Authority, Zoning Board of Appeals, Planning Board, Community Preservation Committee, and the Administration department.

With 31 years of experience in managing and developing affordable housing, the CDP understands that creating more affordable housing in our region is complicated. That's why we created the Lower Cape Housing Institute to demystify the process and support towns in creating and implementing a comprehensive housing supply strategy to meet current and future housing needs.

Please note that this application seeks funding to support the 2024 and 2025 Lower Cape Housing Institutes including quarterly Peer Groups and Advanced Trainings. In order to maximize efficiency for both CDP staff and the Brewster Community Preservation Committee, our application seeks a funding request for FY25-26 at a rate of \$10,00 per year for two years. The total request for this multi-year program is \$20,000. We look forward to the Committee's response and please feel free to contact me with questions or comments.

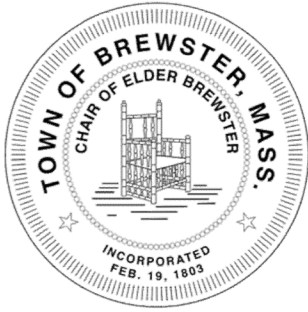
Sincerely,

Jay Coburn
Chief Executive Officer

260 Cranberry Highway, Unit 1, Orleans, MA 02653 ph: 508.240.7873 | 800.220.6202 fx: 508.240.5085

contact@capecdp.org www.capecdp.org www.facebook.com/capecdp

Brewster • Chatham • Eastham • Harwich • Orleans • Provincetown • Truro • Wellfleet



Town of Brewster
Community Preservation Committee
 2198 Main Street
 Brewster, Massachusetts 02631-1898
 (508) 896-3701 x 133
 Fax (508) 896-8089



APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Date Application Submitted: December 1, 2023

Name of Project Applicant: Community Development Partnership

Name of Co-Applicant(s), if applicable: N/A

Name of Contact Person: Terri Barron

Contact Person's Mailing Address: 260 Cranberry Highway, Unit 1, Orleans, MA 02653

Contact Person's Daytime Phone Number: 508-290-0114

Contact Person's email Address: grants@capecdp.org

Proposed Project Name: Lower Cape Housing Institute

Project Address (or assessor's parcel ID): N/A

Project Synopsis:

The CDP's Lower Cape Housing Institute is one of three components of our Lower Cape Community Housing Partnership (LCCHP). The LCCHP harnesses the urgency to address the deepening housing crisis by providing opportunities for business owners, low-moderate income households, historically marginalized communities, and year-round residents to advocate for housing production and related policies at annual town meetings.

Since 2017, the CDP has offered an annual Lower Cape Housing Institute (LCHI) to educate at least 40 local elected and appointed officials, per year, from the eight towns on the Lower Cape including the town of Orleans. Over the past six years, 306 Lower and Outer Cape officials have attended the LCHI, including 45 from Brewster. The LCHI helps overcome many of the barriers to developing more affordable housing in the region in order to better meet the housing needs of working families. Through quality training, peer-to-peer learning and technical assistance, the LCHI builds municipal capacity to address the housing needs of Brewster residents.

Category: Open Space Historic Preservation Recreation Community Housing

CPA funding requested \$ 20,000 **over** 2 **years** **Total Cost of Proposed Project \$** 652,337

PROJECT DESCRIPTION

Please describe your project, answering **all** of the following questions in the order presented. Applications will be considered incomplete if all requested information is not provided. Include supporting materials (maps, diagrams, photos, etc.). Please number pages of application.

Form fields are provided after each question for your convenience. If you need more room, you may provide additional information via separate documents/attachments at the end of the document. Please do not provide any documentation via on-line links, as the committee will not be checking for updates. Be as concise as possible.

1. **Project Description:** Describe the proposed project. Is this part of a larger project or an ongoing project?
 - a. Please see attached narrative for sections 1 through 10.

2. **For Historic Preservation projects:** Attach proof of listing on the State Register of Historic Places or a letter from the Brewster Historical Commission indicating that the resource has been determined to be significant in the history, archaeology, architecture, or culture of Brewster. Please note that rehabilitation projects must comply with the Secretary of the Interior Standards for Treatment of Historic Properties. **Additional information and analysis will be needed for projects submitted by churches/religious organizations to determine if they comply with the SJC's Caplan vs. Town of Acton decision.**

3. **CPA Goals/Criteria:** Describe how this project accomplishes the goals and objectives of the CPA and the Town of Brewster Community Preservation Plan FY23-27 (refer to the attached general and issue-specific criteria and identify which of these apply to the project).

4. Community Benefits: What are the community benefits of the projects?

5. Community Support: What is the nature and level of support for this project? Include letters of support and any petitions. If this is a funding request for a regional project where Brewster CPA funds will be spent in another town, include Brewster based letters of support.

6. Timeline: What is the schedule for project implementation, including a timeline for all milestones? Please identify any special timing considerations for the project's implementation. If this is part of a larger project, is it phased? What is the timeline for the entire project?

7. Credentials: What are the qualifications and relevant experience of those undertaking the project?

8. Budget/Need for Public Funds: What is the total budget (sources of funds and uses/expenses) for the project and schedule for expenditure of CPA funds? All sources of funds and expenses must be clearly identified. For housing development projects, include a budget that includes rents, revenues and cash flows taking into account financing expense related to loans. Provide the basis for cost estimates whenever possible. (Note: CPA funds may not be used for maintenance.)

If this is part of a larger project, what is the budget for the entire project (sources of funds and expenses/uses)?

Clearly identify what additional funding sources are available, committed, or under consideration and why public funding would be appropriate. Include copies of commitment letters, if available, and describe any other attempts to secure funding for this project.

Provide the most recent audited financial report or if none available, an applicant generated financial report that includes a balance sheet and operating budget. Town-sponsored projects must demonstrate why the project cannot be funded through the Department's or Committee's budget

For housing development projects, describe the resident selection process.

9. Maintenance: If ongoing maintenance is required for your project, who will be responsible for maintenance and how will it be funded?

10. Site Control and Appraisal: If the project involves acquisition of real property, provide evidence of site control (deed, purchase and sale, option, etc.). In addition, provide an appraisal of the property's value by a state licensed appraiser using customary appraising techniques. The CPA does not allow funding for acquisitions if the acquisition price is greater than appraised value.

Town of Brewster Community Preservation Committee

CATEGORY SPECIFIC CRITERIA

(Identify which of the following criteria apply to your project.)

Open Space Proposals

- Meets one or more of the Open Space goals listed on page 28-30 of Town of Brewster Community Preservation Plan FY23-27
- Permanently protect important wildlife habitat, including areas of significance for biodiversity, diversity of geological features and types of vegetation, contain a habitat type that is in danger of vanishing from Brewster or preserve habitat for threatened or endangered species of plants or animals.
- Provide opportunities for passive recreation and environmental education.
- Enhance or protect wildlife corridors, promote connectivity of habitat and prevent fragmentation of habitats.
- Provide connections with existing trails or potential trail linkages.
- Preserve scenic views or border a scenic road.
- Protect drinking water quantity and quality.
- Provide flood control/storage.
- Preserve important surface water bodies, including wetlands, vernal pools or riparian zones.
- Preserve priority parcels in the Town's Open Space Plan/maximize the amount of open land owned by the Town of Brewster.

Historical Preservation Proposals

- MANDATORY:** Must be on the State Register of Historic Places or have a letter from the Brewster Historical Commission indicating that the resource has been determined to be significant in the history, archaeology, architecture, or culture of Brewster.
- MANDATORY:** Project must meet Secretary of the Interior Standards for rehabilitation and/or restoration of Historic Preservation Properties.
- MANDATORY IF REQUEST IS FROM A CHURCH/RELIGIOUS ORGANIZATION:** The project must satisfy the analysis outlined by the SJC's Caplan vs. Town of Acton decision.
- Meets one or more of the Historical Preservation goals listed on page 36-37 of Town of Brewster Community Preservation Plan FY23-27
- Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened.
- Protect, preserve, enhance, restore and/or rehabilitate town-owned properties, features or resources of historical significance.
- Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site;
- Demonstrate a public benefit and/or public access, or
- Otherwise provide permanent protection for maintaining the historic resource.
- Project site should not be privately owned unless there is demonstrable public access and benefit.

Community Housing Proposals

- Meets one or more of the Community Housing goals listed on page 22-24 of Town of Brewster Community Preservation Plan FY23-27
- Increase the supply of year-round affordable rental housing for all types of households, such as young singles and couples, families, and seniors.
- Build support for addressing housing needs through partnerships with conservation groups and non-profit and for-profit developers.
- Create housing that is affordable and appropriate for very low-income seniors and people with disabilities.
- Increase local capacity to plan, advocate for, and create affordable housing, preserve the affordability and condition of existing affordable units, and monitor affordable housing restrictions.

- Increase the variety of mixed-income housing choices in Brewster, particularly in or near commercial areas in order to support Brewster's economy and accommodate household growth.
- Provide at least 10% of Brewster's year-round housing units as affordable housing in order to meet local and regional needs.
- Ensure long term affordability.

Recreation Proposals

- Meets one or more of the Recreation goals listed on page 42-43 of Town of Brewster Community Preservation Plan FY23-27
- Support multiple active and passive recreation uses.
- Serve a significant number of residents and visitors.
- Expand the range of recreational opportunities available to all ages of Brewster residents and visitors.
- Benefit other Brewster committees providing recreational resources to residents.
- Promote the use of alternative corridors that provide safe and healthy non-motorized transportation.
- Promotes or enhances accessibility. (Please elaborate in application.)

COMMUNITY DEVELOPMENT PARTNERSHIP

PROJECT NARRATIVE

1. Project Description

The Lower Cape Housing Institute advances the purpose of the Community Preservation Act by providing training and technical assistance to the Town of Brewster to create, preserve and support affordable and community housing in the town and across the Lower and Outer Cape region.

The Lower Cape Housing Institute (LCHI) is a component of the Lower Cape Community Housing Partnership (LCCHP) – a comprehensive response to insufficient affordable and attainable housing in Brewster and throughout the Lower and Outer Cape. The region’s ability to respond to this housing crisis is hindered by land use policies that encourage sprawl and discourage smart growth oriented multi-family housing. Existing zoning has resulted in a housing monoculture: over 80% of the Cape’s housing is single family, detached homes. Local elected and appointed municipal officials, and town staff seek training and technical assistance in the complexity of developing and managing affordable housing to year-round residents to address this situation.

Another major factor hindering the creation of affordable housing in the region has been community resistance to specific proposals to build affordable housing. Many voters have misconceptions and harbor stereotypes about working families in need of affordable housing. Few voters understand the economics of development and the need for density to reduce costs and reduce negative impact on the environment.

In June of 2017, the Community Development Partnership (CDP) launched a comprehensive community-based strategy entitled the Lower Cape Community Housing Partnership (LCCHP). It is designed to build public support for affordable housing and equip LMI (low to moderate-income) residents, business and community leaders, and local elected and appointed officials with the knowledge and skills to support the creation of more year-round housing. The LCCHP helps overcome many barriers to developing more affordable housing in the region to better meet the housing needs of our communities. Without an informed electorate, skilled and knowledgeable volunteer officials, and town staff with expertise in affordable housing development, little progress can be made in addressing the region’s affordable and year-round housing challenges.

The LCCHP advances outcomes under the following categories:

- Increased funding for housing production that serves low- and moderate-income households in Brewster.
- Zoning changes that encourage multifamily housing development by right in Brewster activity/village centers.
- Increase in units on Brewster’s Subsidized Housing Inventory.
- Increased public support for housing in Brewster.

Lower Cape Housing Institute

Since 2017, the CDP has offered an annual Lower Cape Housing Institute (LCHI) to educate at least 40 local elected and appointed officials per year from towns on the Lower Cape including the Town of Brewster. Over the past six years, 306 Lower and Outer Cape officials attended the LCHI including 45 Brewster officials and staff.

For the first three years, the Institute consisted of a series of six workshops intended to equip officials with the knowledge and skills to support affordable housing development in their towns. In 2020, the pandemic forced the Institute to be held online and sparked a change in format. All offerings were online, and each workshop was independent of each other rather than building on the subsequent one. This is the format the CDP has chosen to stay with to increase access to the material. We collaborate with the Massachusetts Housing Partnership (MHP), Citizens' Housing and Planning Association (CHAPA) and the Cape Cod Commission to refine and deliver the LCHI curriculum.

The Lower Cape Housing Institute has covered a wide range of topics. For example, our current 2023-2024 LCHI includes: "Housing 101", "Community Engagement", "ADUs to Zoning Changes: Strategies to Encourage Housing Production", "Local Preference", and "Financing Attainable Housing". The 2023-2024 LCHI Calendar of Events is enclosed and **all CPC members are encouraged to attend.**

Beginning in 2022, the CDP implemented a three-year work plan for the Lower Cape Housing Institute that prioritizes zoning reform outcomes. We continue to offer monthly learning opportunities throughout the year from September to June. Housing 101 will be the first workshop every year and is designed to provide participants with a comprehensive foundation of knowledge and skills to address housing issues. Since it is structured as an introductory course, many topics are covered at a basic level. To provide more in-depth knowledge of issues such as affordable housing finance, zoning reform and development of community housing, advanced trainings are offered for elected and appointed officials who already have a basic understanding of housing issues. In 2023 – 2025, workshops will focus on high impact rural zoning strategies, innovative wastewater solutions, effective community engagement and building for climate change. We typically offer 5 workshops per year at minimum.

Due to town participation in these trainings, Brewster will be better positioned to implement changes in zoning by-laws that support affordable housing development and ultimately increase the number of affordable units in Brewster's Subsidized Housing Inventory. Furthermore, the LCHI encourages towns to increase their use of Community Preservation Act funding for affordable housing and make optimal use of the town's Affordable Housing Trust.

In addition to the workshops, Peer Group Meetings are held quarterly for Lower and Outer Cape participants. These meetings are open to Town staff involved in housing issues (i.e., Town managers, planners, housing specialists) and elected and appointed officials. The meetings provide an opportunity for the exchange of ideas and the development of regional solutions to address the Lower and Outer Cape's housing crisis. Since the pandemic, we have moved to a hybrid format where we hold fall and summer peer groups meeting in person for each sub-region and then in the winter and spring, we hold virtual meetings that include all eight towns. This change was a direct result of responding to past participant feedback.

Our short-term annual goals for the Lower Cape Housing Institute are:

- 2 towns create or amend zoning bylaws to increase density in their village center.

- 2 towns work toward implementing a wastewater treatment system that will allow them to allow for higher density.
- 2 towns increase their allocation of short-term rental tax revenue for housing production OR adopt a real estate transfer fee.

2. For Historic Preservation Projects

Not Applicable

3. CPA Goals/Criteria

The Lower Cape Housing Institute is specifically designed to assist the Town of Brewster in creating, preserving and supporting community housing for low-to-moderate income residents including families and seniors. As such, this project is eligible for CPA funds under the Community Housing eligible use. By attending the Lower Cape Housing Institute and advanced trainings, Town officials and staff will have the knowledge and tools that they need to make decisions and implement strategies that increase affordable housing in a way that is appropriate for the town. Furthermore, Brewster will be better positioned to support the creation of affordable housing in a way that protects open space, maintains its historic character and enhances recreational use of land. With the recent approval of Brewster's Local Comprehensive Plan and the reality of current conditions, it is more important than ever to think about accomplishing multiple CPA and community goals at a time, instead of tackling them in distinct silos: this theme is central to the LCHI's curriculum and goals.

Alignment with the Brewster's Overall CPA Goals (Community Preservation Plan FY23-27)

The Lower Cape Housing Institute supports the following CPA goals:

- Goal #1: Prioritize allocation of CPA funding to create and support community housing and preserve open space/natural resources, including multi-purpose projects that address both housing and open space needs.
- Goal #3: Support eligible projects that demonstrate compatibility with the Brewster Vision Plan and other CPA relevant plans, along with community initiatives and goals such as at the Pond Parcel and/ or Bay Parcel at the former Cape Cod Sea Camps property.
- Goal #4: Encourage leveraging of CPA funds with other public and private funding as well as donation, bargain sales, and the like.
- Goal #5: Allocate funding for regional projects that demonstrate clear community benefit and contributions from other communities in the region.

LCHI workshops and peer groups discuss and support the need to think about affordable housing in a holistic way that balances other community priorities, such as open space and recreation. Housing 101, Community Engagement, and Strategies to Encourage Housing Production are all workshops that incorporate the importance of envisioning and creating housing in areas that are already developed to protect natural assets as well as siting new housing developments in appropriate areas and with small footprints to preserve open space. The CDP leverages the funding allocated by our region's CPCs to pursue other grant opportunities that contribute to the financial solvency of the program.

The purpose of the LCHI is to equip municipal officials and staff with the education and resources needed to understand and advocate for the range of strategies that bolster housing production in Brewster. As a regional entity, LCHI peer groups provide a venue for municipalities to develop relationships with each other, both to share strategies and ideas, and to collaborate on solutions, as housing is a regional issue. Having the data, vocabulary, and understanding of their roles as elected and appointed officials are critical to the conversations had and decisions made about housing across boards and committees.

As referenced in CPA Goals #3 and 5 above, the LCHI curriculum is also highly aligned with other CPA-relevant plans, including the 2022-2027 Housing Production Plan (HPP) and the Housing Building Block of the newly-approved Local Comprehensive Plan (LCP).

In particular, the LCHI curriculum supports and provides strategies for the following goals from the HPP:

- Increasing and diversifying rental options for a range of incomes
- Preserving existing year-round rental stock
- Building support for addressing housing needs through partnerships
- Continuing to thoughtfully address concerns about issues sometimes seen as conflicting with the development of fair, affordable housing
- Continuing to build capacity to produce housing through staffing, funding, regional partnerships, advocacy and education, and relationships with nonprofit and for-profit developers

Alignment with the Brewster CPC Category Specific Criteria for Community Housing proposals

- Create community housing, including affordable housing, that will address documented local and regional housing needs including, but not limited to, affordable year-round senior housing options, year-round rental housing and housing assistance for low-income families and seniors, and housing for residents with special needs, such as Veterans.
- Support eligible housing initiatives and ongoing work of the Brewster Affordable Housing Trust to address local housing needs.
- Continue to support local capacity to implement housing initiatives, including through the Town's housing coordinator position.
- Support the preservation of the existing stock of affordable rental and ownership housing.

The purpose of the Lower Cape Housing Institute is to provide Brewster elected and appointed officials, and staff with the knowledge and skills necessary to increase the supply of affordable housing in their town. By definition, these units will add to Brewster's Subsidized Housing Inventory (SHI) thereby getting closer to meeting the Commonwealth's ten percent affordability goal. However, the Institute will go further by teaching participants how to exceed this goal by planning for the future needs of town residents at all income levels. The Lower Cape Housing Institute will support the Town of Brewster in determining its affordable housing needs and implementing strategies to meet those needs in a way that is place-based and contextual.

The Housing Institute provides an overview of the different types of planning tools available to meet specific needs through workshop topics and peer group discussions. Additionally, the Director of Housing Advocacy provides regular communication and individual support about training opportunities, planning resources, specific questions, and regional data/research requests as needed.

4. Community Benefits

Cape Cod has the most severe housing shortage in the state after Boston. Year-round rentals are in short supply due to the premium placed on high-priced summer vacation rentals, and lower-wage workers cannot afford market rate rents for year-round housing, assuming they can find a rental. Many workers have moved off-Cape to find housing, which has led to many small businesses needing to reduce their hours due to staffing shortages. Between 2010 and 2015, the Cape lost 3,800 year-round housing units while gaining 5,000 seasonal units. These figures are based on pre-pandemic data and the housing crisis has worsened significantly since then.

According to the Cape Cod Commission, “the region’s housing market did not meet its residents’ diverse needs prior to COVID-19, and challenges to the adequate provision of affordable and attainable housing on Cape Cod have only increased throughout the pandemic. The annual median sales price of single-family homes in Barnstable County rose to \$749,000 in May 2022 compared to \$600,000 in June 2021. To afford a mortgage at this price, a household would need an estimated annual income of \$172,374.40. The median household income for Barnstable County based on the 2020 Census was \$76,287. At the same time, the inventory of homes for sale continued to decrease, from 1,744 in 2019 to 388 in 2021. These trends have thus far persisted through 2022, (<https://datacapecod.org/pf/real-estate-trends/>, accessed September 28, 2022).

The pre-Covid housing shortage was driven by second homeowners with higher incomes that out competed year-round households. While this is still true, the post-Covid housing shortage is exacerbated by a new group of residents who fled urban centers to find safety on the rural Lower and Outer Cape. These so-called Covid refugees have added significant pressure to an already strained housing market. There is a large body of both qualitative and quantitative evidence showing that homes at all price points are being purchased above asking price in cash within hours of hitting the market. The economic impacts of Covid are significant as it has become commonplace in the region for businesses to operate for reduced hours due to staff shortages from housing insecurity.

The Lower Cape Housing Institute will assist the Town of Brewster in responding to this crisis by supporting the creation of affordable and community housing in its town.

5. Community Support

The CDP has collected feedback from municipal officials and staff who have participated in the Lower Cape Housing Institute. Participants were asked to state the value of the Lower Cape Housing Institute from the following options: Very valuable, Valuable, Fairly valuable or Not valuable. 100% of respondents indicate that the sessions are either Very valuable or Valuable. We have also received anecdotal praise for the Lower Cape Housing Institute and how it empowers municipal officials to work toward their affordable housing goals. At the end of the Institute, all participants are asked to complete a final evaluation to provide feedback on how we can strengthen the Lower Cape Housing Institute.

6. Project Timeline

See attached FY25 Lower Cape Housing Institute Work Plan as a sample of activities to be completed within the grant’s performance period.

7. Credentials

The Lower Cape Housing Institute will be overseen by Chief Program Officer, Andrea Aldana. Andrea graduated from New York University with a B.A. in Urban Studies. Before moving into this position, Andrea was responsible for launching and implementing the Lower Cape Community Housing Partnership from 2017-2021 as the former Director of Housing Advocacy. Andrea has been with the CDP for over 12 years.

Andrea Aldana directly supervises the CDP's Director of Housing Advocacy, Amanda Bebrin, who is responsible for implementing the Lower Cape Housing Institute, as well as the broader Lower Cape Community Housing Partnership, throughout the eight towns of the Lower Cape including Brewster. Amanda holds a B.A. in French and Secondary Education from Providence College, was a realtor on Cape Cod for 10 years and serves on several Boards and Committees in Brewster including as Chair of the Planning Board.

Amanda Bebrin directly supervises the CDP's Housing Advocacy Program Manager, Pelinda Deegan, who provides program support and holds a B.A. in Anthropology from San Francisco State University.

8. Budget/Need for public funds

The Lower Cape Housing Institute is a component of our Lower Cape Community Housing Partnership initiative. The requested funding of \$20,000 for two years (\$10,000 per year) from the Brewster CPC grant will be used to partially fund staff time spent on the Lower Cape Housing Institute. Total budgeted salaries for the Lower Cape Community Housing Partnership in FY24 are \$429,745.

The remaining costs outlined below for the Lower Cape Community Housing Partnership, including the Lower Cape Housing Institute, will be covered by CPA granted funds from the other seven Lower and Outer Cape towns, a state earmark administered by MA Executive Office of Housing and Livable Communities, and a MA Community Health & Healthy Aging Funds grant administered through the MA Department of Public Health. The CDP will use revenue earned through the Cape & Island License Plate program to cover any shortfalls.

Advertising/Marketing: \$1,000
Travel: \$5,000
Computers/Software: \$6,500
Postage: \$250
Printing: \$3,400
Town Planner Consultant: \$10,000
Video Production: \$9,000
Other Professional Services: \$20,000
Meeting Space Rent: \$300
Training/Professional Dev.: \$7,000
Memberships: \$1,250
Training/Educ. & Meeting Supplies: \$6,000
Telephone: \$900
Administrative Costs: \$37,878

9. Maintenance
Not applicable.

10. Site Control
Not applicable.

2024-2025 Lower Cape Housing Institute Work Plan

Activities	Key Milestones & Dates	Activity Lead
<p>LCHI Curriculum Development</p> <ul style="list-style-type: none"> - Revise curriculum & recruit speakers - Recruit participants - Secure training venues, if applicable - Plan & schedule quarterly trainings 	June – August, annual	Director of Housing Advocacy
<p>Summer Lower & Outer Cape Peer Group Meetings (in-person)</p> <p>As a result of participating in this Peer Group meeting, participants will be able to:</p> <ul style="list-style-type: none"> - Discuss engagement strategies to broaden outreach and help inform better decision making at town meetings - Highlight different approaches to engaging regulatory boards and residents. - Identify how to reach community members that are underrepresented. 	July, annual	Director of Housing Advocacy
<p>Fall Lower & Outer Cape Peer Group Meetings (hybrid)</p> <p>As a result of participating in this Peer Group meeting, participants will be able to:</p> <ul style="list-style-type: none"> - Discuss engagement strategies to broaden outreach and help inform better decision making at town meetings - Highlight different approaches to engaging regulatory boards and residents. - Identify how to reach community members that are underrepresented. 	September, annual	Director of Housing Advocacy
<p>Housing 101 Workshop</p> <p>As a result of participating in this workshop, participants will be able to:</p> <ul style="list-style-type: none"> - Identify effective strategies to increase housing in your community. - Demonstrate the basics about who needs housing, why housing is so hard to build and what you can do to increase housing production in your town. - Discuss the best ways to talk about housing so that you can be an effective agent of change in your role as a municipal official. - Acquire knowledge and language to support housing initiatives. - Illustrate what must be done to solve your town’s housing crisis. 	October, annual	Director of Housing Advocacy
<p>Advanced Workshop #1</p> <p>2023 topic = Beyond the Usual Suspects: Addressing barriers to participation for Community Engagement</p> <p>As a result of participating in this workshop, participants will:</p> <ul style="list-style-type: none"> - Consider the demographics of those who regularly participate in local decision-making, as well as those who need to be involved but are not. - Reimagine what it means to engage with impacted populations; identify barriers to participation and discuss appropriate solutions. - Demonstrate the value of developing inclusive, strategic engagement best practices for long-term community success & outcomes - Delve more deeply into soliciting and prioritizing input from impacted populations while encouraging a high degree of engagement from the community overall 	October, annual	Director of Housing Advocacy
<p>Winter Regional Peer Group Meeting (virtual)</p> <p>As a result of participating in this Peer Group meeting, participants will be able to:</p>	December, annual	Director of Housing Advocacy

<ul style="list-style-type: none"> - Discuss engagement strategies to broaden outreach and help inform better decision making at town meetings - Highlight different approaches to engaging regulatory boards and residents. - Identify how to reach community members that are underrepresented. 		
<p>Advanced Workshop #2 2024 topic = ADU's to Zoning Changes: Strategies to Encourage Housing Production As a result of participating in this workshop, participants will be able to:</p> <ul style="list-style-type: none"> - Understand how our region developed its current zoning, centered around single-family homes on large lots - Discuss current ADU production and conditions, and barriers to both - Highlight emerging technologies in construction and wastewater - Explore zoning changes that more easily allow more homes to be created - Discuss process and requirements to implement zoning changes 	January, annual	Director of Housing Advocacy
<p>Advanced Workshop #3 2024 topic = Local Preference: "...but who's going to live there"? As a result of participating in this workshop, participants will be able to:</p> <ul style="list-style-type: none"> - Understand the history and mechanics of local preference and affirmative fair marketing - Explore the usage of local preference in reinforcing existing socioeconomic and racial demographics - Connect local preference to community visioning and discuss ways for towns to create opportunities to attract diverse residents that will economically contribute to and benefit from being part of the community 	February 2023	Director of Housing Advocacy
<p>Spring Regional Peer Group Meetings (virtual) As a result of participating in this Peer Group meeting, participants will be able to:</p> <ul style="list-style-type: none"> - Discuss engagement strategies to broaden outreach and help inform better decision making at town meetings - Highlight different approaches to engaging regulatory boards and residents. - Identify how to reach community members that are underrepresented. 	March, annual	Director of Housing Advocacy
<p>Advanced Workshop #4 2024 topic = Financing Attainable Housing As a result of participating in this workshop, participants will be able to:</p> <ul style="list-style-type: none"> - Share Cape Cod Commission's Regional Housing Strategies, specifically those about funding. - Examine how affordable housing development initiatives are financed. - Analyze the impact of implementing short-term rental tax allocations to affordable housing initiatives in your community. - Identify the funding gaps associated with building housing for 80% AMI and over. 	April, annual	Director of Housing Advocacy
<p>Annual Town Meeting Housing Summary</p> <ul style="list-style-type: none"> - Provide updates and results of pro-housing articles on town warrants. - Identify areas in which partnerships can be developed as part of community outreach. - List key individuals and housing champions that helped advance pro-housing articles. - Formulate areas of improvement in preparation for discussion at Summer Town Huddle in June. 	May, annual	Director of Housing Advocacy
<p>Summer Town Captain Huddle As a result of participating in the Summer Town Captain Huddle, participants will be able to:</p>	June, annual	Director of Housing Advocacy

<ul style="list-style-type: none">- Celebrate successes of the past year.- Evaluate municipal pro-housing goals identified for Town Meetings and beyond to determine what was successful and what needs to be reevaluated.- Enhance CDP's pro-housing advocacy strategies (internal and external).- Provide feedback on next year's topics.		
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**2023-
2024**

Lower Cape Housing Institute

SEPTEMBER 2023

Outer Cape Peer Group

Tuesday, 9/12 at 3 pm - 4:30 pm

Lower Cape Peer Group

Thursday, 9/14 at 3 pm - 4:30 pm

MARCH 2024

Regional Peer Group Meetings

Tuesday, 3/12 at 3 pm - 5 pm

OCTOBER 2023

Workshop: Housing 101

Tuesday, 10/17 at 10 am - 11:30 am

Workshop: Community Engagement

Tuesday, 10/31 at 10 am - 11:30 am

APRIL 2024

Workshop: Financing Affordable Housing

Tuesday, 4/2 at 10 am - 11:30 am

DECEMBER 2023

Regional Peer Group Meetings

Tuesday, 12/12 at 3 pm - 5 pm

MAY 2024

2024 Annual Town Meetings

Town Captain Huddle

Thursday, 5/30 at 12 pm - 2 pm

JANUARY 2024

Workshop: ADU's to Zoning Changes: Strategies to Encourage Housing Production

Tuesday, 1/9 at 10 am - 11:30 am

JUNE 2024

Outer Cape Peer Group

Tuesday, 6/11 at 3 pm - 4:30 pm

Lower Cape Peer Group

Thursday, 6/13 at 3 pm - 4:30 pm

FEBRUARY 2024

Workshop: Local Preference - "But who's going to live there?"

Tuesday, 2/13 at 10 am - 11:30 am

To register, email
Amanda Bebrin, Director
of Housing Advocacy at
amanda@capecdp.org



Lower & Outer Cape Peer Group Meetings

Quarterly, Select Tuesdays
and Thursdays 3 pm - 4:30 pm

Fall Peer Group

Outer Cape Peer Group
Tuesday, September 12th

Lower Cape Peer Group
Thursday, September 14th

Winter Peer Group

Regional Peer Group Meeting
Tuesday, December 12th
3 pm - 5pm

Spring Peer Group

Regional Peer Group Meeting
Tuesday, March 12th
3 pm - 5pm

Summer Peer Group

Outer Cape Peer Group
Tuesday, June 11th

Lower Cape Peer Group
Thursday, June 13th

**Register at
capecdp.org, and click
on Upcoming Events
and then Housing to
sign up for workshops
and peer groups. Pre-
registration is
required.**

Contact:

Amanda Bebrin
Director of Housing
Advocacy
amanda@capecdp.org
508-290-0130



community development partnership

2023 - 2024

LOWER CAPE HOUSING INSTITUTE

Virtual
Workshops

Held Select
Tuesdays,
10 am -
11:30 am

WORKSHOP: HOUSING 101

Date: October 17, 2023

This workshop addresses barriers to housing production on the Lower & Outer Cape by providing effective strategies to create more homes in your town. You will leave this workshop with the knowledge and language to support housing initiatives as well as a firm understanding of what must be done to solve your town's housing crisis.

We'll explore the following questions:

- What is housing, affordable and attainable?
- Who needs it?
- What are the various types of housing that would meet the need of a diverse community?
- What can it look like and how does it get built?
- What do we need to get the best housing?
- What housing developments are happening in your town?

WORKSHOP: COMMUNITY ENGAGEMENT

Date: October 31, 2023

Housing opportunities are made or broken at the local level, but recent research* has shown that the loudest voices in the room often do not represent the community as a whole. In this session, we'll explore a variety of methods for inviting groups that are underrepresented in local decision-making, including renters, POC, and parents, into the conversation in order to create more equitable outcomes.

WORKSHOP: ADU'S TO ZONING CHANGES: STRATEGIES TO ENCOURAGE HOUSING PRODUCTION

Date: January 9, 2024

Historically, zoning has been used to exclude development, uses, and people. This workshop will explore how we can reimagine zoning to encourage certain development patterns, create needed homes, and attract a range of residents. Zoning-based tools ranging from ADU's to design standards and housing "by right" can be used to accomplish these goals; this workshop will also discuss the practicalities of implementing these strategies.

WORKSHOP: LOCAL PREFERENCE: "...BUT WHO'S GOING TO LIVE THERE"?

Date: February 13, 2024

What are local preference and affirmative fair marketing? Is local preference working the way people think it does? While the term seems self-explanatory, the mechanics of local preference are complex and not widely understood. Providing homes for local people and providing homes for new residents are equally important in a healthy, sustainable community, and we'll explore how local preference is involved in that equation.

WORKSHOP: FINANCING ATTAINABLE HOUSING

Date: April 2, 2024

In order to address the housing shortage, towns must allocate significant local funds to create more units serving a range of income levels. This workshop will examine how affordable housing development initiatives are financed, as well as exploring gaps in financing, and will analyze the impact of allocating short-term rental taxes to housing initiatives.

Instructions for Applicants

Before you begin completing the form:

1. Download and save this document under a new name (for example Projectname.applicant.pdf)*
2. Open your saved document and provide the requested information.
3. If you need more room for answers/information, feel free to include additional pages in your submission.
4. Need help, or have questions? Send an email to cpcmeeting@brewster-ma.gov and we will respond quickly.



Town of Brewster
Community Preservation Committee
 2198 Main Street
 Brewster, Massachusetts 02631-1898
 (508) 896-3701 x 133
 Fax (508) 896-8089



Dear Community Members,

The Brewster Community Preservation Committee (CPC) is accepting Community Preservation Act (CPA) funding applications for:

1. Acquisition, creation, and preservation of **Open Space**
2. Acquisition, preservation, rehabilitation, and restoration of **Historic Resources**
3. Acquisition, creation, preservation, rehabilitation, and restoration of land for **Recreational use**.
4. Acquisition, creation, preservation, and support of **Community Housing**.
5. Rehabilitation and restoration of **Open Space** and **Community Housing** that have been acquired or created using monies from the fund.

CPA funds may not be used for maintenance or the use of land for a stadium, gymnasium, or similar structure. For examples of projects and additional information, go to: www.communitypreservation.org.

Applicants should review the [Town of Brewster Community Preservation Plan FY23-27](#) before submitting an application. An application form and list of selection criteria are attached.

Applications should be submitted by July 1st for the fall meeting or December 1st for the spring meeting, to allow sufficient CPC review time for potential presentation to the following Brewster Town Meeting.

Interested parties are urged to submit applications as soon as possible. For further information, please contact any member of the committee.

Thank you,

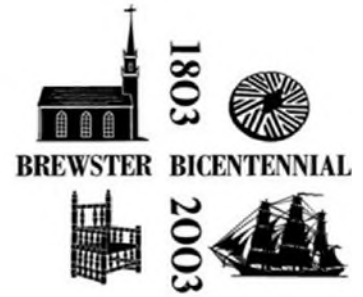
Faythe Ellis, Chair

Community Preservation Committee

Faythe Ellis, Chair	Historical Commission	faythe.ellis@outlook.com
Sarah Robinson, Vice Chair	Citizen Representative	RobinsonFinancialSolutions@comcast.net
Sharon Marotti, Treasurer	Citizen Representative	sharonmarotti@gmail.com
Elizabeth G. Taylor, Clerk	Planning Board	egtfarm@gmail.com
Roland W. Bassett, Jr., Member	Recreation Commission	
Christine Boucher, Member	Brewster Housing Authority	cb.bb.boucher@gmail.com
Bruce Evans, Member	Conservation Commission	nanumetbruce@gmail.com
Peggy Jablonski, Member	Citizen Representative	pegjab@gmail.com
Paul Ruchinkas, Member	Citizen Representative	pjruch@comcast.net



Town of Brewster
Community Preservation Committee
2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701 x 133
Fax (508) 896-8089



Town of Brewster Community Preservation Committee

Project Eligibility Criteria

Projects must be eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation. These requirements include:

- Acquisition, creation, and preservation of Open Space
- Acquisition, preservation, rehabilitation, and restoration of Historic Resources. (See Secretary of the Interior Standards for Treatment of Historic Properties for rehabilitation projects)
- Acquisition, creation, preservation, rehabilitation, and restoration of land for Recreational use.
- Acquisition, creation, preservation, and support of Community Housing
- Rehabilitation and restoration of Open Space and Community Housing that have been acquired or created using monies from the fund

CPA funds may not be used for maintenance or the use of land for a stadium, gymnasium, or similar structure. For examples of projects and additional information, go to: www.communitypreservation.org.

Applicants must be able demonstrate a clear need for the use of public funds for their project. The CPC may recommend grants for the planning phase of projects where sufficient information is included in the application concerning the sources of funding that will be available after the planning phase is completed.

The Brewster Community Preservation Committee (CPC) encourages applications that address as many of the following general criteria as possible:

- Overall CPA goals listed in [Town of Brewster Community Preservation Plan FY23-27](#)
- Category specific goals listed in [Town of Brewster Community Preservation Plan FY23-27](#)
- Contribute to the preservation of Brewster's unique character
- Help implement the Vision Plan and other CPC related town planning documents
- Enhance the quality of life for Brewster residents
- Serve more than one of the four CPA purposes
- Save resources that would otherwise be threatened
- Serve a currently under-served Town population
- Demonstrate practicality and feasibility, and ability to implement within budget
- Demonstrate a positive cost/benefit relationship
- Leverage additional public and/or private funds
- Preserve, enhance, or better utilize existing Town resources
- Receive endorsement by other Town committees and the Brewster public at large



Town of Brewster
Community Preservation Committee
2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701 x 133
Fax (508) 896-8089



APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Date Application Submitted: December 1, 2023

Name of Project Applicant: Donna J. Kalinick, Assistant Town Manager

Name of Co-Applicant(s), if applicable: Jon Idman, Town Planner

Name of Contact Person: Donna J. Kalinick

Contact Person's Mailing Address: C/O Town Manager's Office

Contact Person's Daytime Phone Number: 508-896-3701 X1130

Contact Person's email Address: dkalinick@brewster-ma.gov

Proposed Project Name: Housing Coordinator

Project Address (or assessor's parcel ID): _____

Project Synopsis: The Community Preservation Committee and Town Administration & the Select Board have been partners in the funding of the critical position of the Brewster Housing Coordinator. The Housing Coordinator works 30 hours a week and the salary portion of the position has been funded through CPA. The Town supports the Housing Coordinator position with funding of the benefits associated with the position. Due to the growth of the Brewster Housing Program, this year, the Brewster Affordable Housing Trust joined this partnership and is funding a 19-hour Housing Program Assistant position. The Town of Brewster continues to be a leader in the Lower Cape for housing initiatives, through the creation, support, and preservation of housing in our community. Much of the Housing Program's success in the creation of affordable housing, support services for residents, and the preservation of our existing affordable housing stock are led by the Housing Coordinator.

Category: 0 Open Space 0 Historic Preservation 0 Recreation X Community Housing

CPA funding requested \$ 74,589.00

Total Cost of Proposed Project \$ 114,599.00

Community Preservation Committee Application rev. 09/15/23

PROJECT DESCRIPTION

Please describe your project, answering all of the following questions in the order presented. Applications will be considered incomplete if all requested information is not provided. Include supporting materials (maps, diagrams, photos, etc.). Please number pages of application.

Form fields are provided after each question for your convenience. If you need more room, you may provide additional information via separate documents/attachments at the end of the document. Please do not provide any documentation via on-line links, as the committee will not be checking for updates. Be as concise as possible.

1. Project Description: Describe the proposed project. Is this part of a larger project or an ongoing project?

The creation of the Housing Coordinator position was identified as a key strategy and goal in the 2017 Housing Production Plan (HPP). We are proud that not only was this goal met with the support of the CPC, but that this support has continued and grown. The Brewster Housing Production Plan update was completed in 2022 and subsequently, certified by the State of Massachusetts. The Housing Coordinator led the community outreach and coordination for the update and the certification of the HPP. Goals #3 and #4 in the 2022 HPP both speak to the need to build capacity in the housing program. Housing has been identified as a key challenge and building block in the proposed Local Comprehensive Plan (LCP), Select Board Strategic Plan and the CPC 5 Year Plan. The data collected for the 2022 HPP update points toward growing housing costs for both renters and homeowners, unattainable first-time home ownership and that low to moderate income residents are leaving Brewster due to the high cost of housing and the high cost of living. The Housing Coordinator position is the keystone to continuing the critical housing work that has happened in our community since the creation of this position. The Community Preservation Committee has been an important partner in Brewster's housing initiatives. The Housing Coordinator meets with residents, furthers housing initiatives for the Town, communicates with other towns, state and local agencies and non-profit partners and supports the housing efforts of the Housing Trust, Housing Partnership, CPC and Select Board.

For Historic Preservation projects: Attach proof of listing on the State Register of Historic Places or a letter from the Brewster Historical Commission indicating that the resource has been determined to be significant in the history, archaeology, architecture, or culture of Brewster. Please note that rehabilitation projects must comply with the Secretary of the Interior Standards for Treatment of Historic Properties. **Additional information and analysis will be needed for projects submitted by churches/religious organizations to determine if they comply with the SJC's Caplan vs. Town of Acton decision.**

2. CPA Goals/Criteria: Describe how this project accomplishes the goals and objectives of the CPA and the Town of Brewster Community Preservation Plan FY23-27 (refer to the attached general and issue-specific criteria and identify which of these apply to the project). Funding of the Housing Coordinator position meets all of the Housing Goals in the CPC 5 year plan:

Brewster Community Preservation Plan FY23-FY27 GOALS

1. Create community housing, including affordable housing, that will address documented local and regional housing needs including, but not limited to, affordable year-round senior housing options, year-round rental housing and housing assistance for low-income families and seniors, and housing for residents with special needs, such as Veterans:

Since the creation of the Housing Coordinator position, the Town has permitted 125 new affordable units including 30 rental units at Brewster Woods, 27 rental units at Serenity Brewster, 2 Habitat homes off Red Top Road and 45 rental units at Spring Rock Village. The Town's Subsidized Housing Inventory (SHI) has seen an increase of approximately 2% points from 5.31% to 7.2% during this time frame. These new units serve a spectrum of income levels, 30 to 80% of the Area Median Income (AMI) and residents. While Serenity serves those 55+, Brewster Woods is a mix of one-, two- and three-bedroom rental units open to all types of households, including 3 units for disabled individuals transitioning to independent living and of the two Habitat homes, one is for a veteran. The 45 rental units at Spring Rock Village which received its' comprehensive permit this year will be open to all types of households. In addition to the creation of new housing, the Town with the assistance of the Housing Coordinator has started a Rental Assistance Program and offers both Childcare Vouchers and Housing Rehabilitation funds through a regional CDBG grant. The Town also has a Good Neighbor fund that the Housing Coordinator works on with the COA and Human Resources. The Housing Coordinator and Assistant Town Manager presented a Local Preference Forum to the Select Board, CPC, Finance Committee, Housing Trust and Housing Partnership in August. After this forum, the Select Board voted to ask for 55% Local Preference and 15% regional preference for Spring Rock Village. This request was subsequently approved by the State of Massachusetts Office of Housing and Livable Communities (HLC).

2. Support eligible housing initiatives and ongoing work of the Brewster Affordable Housing Trust to address local housing needs. The Housing Coordinator supports the work of the BAHT; attends every meeting, and does research for the Trust in between meetings. The Housing Coordinator worked with the BAHT in developing and awarding an RFP for Community Rental Housing off Millstone Road; helped create BAHT guidelines and a funding application; helps run the BAHT Rental Assistance program; worked with the BAHT and BHP to host a Housing Forum and Fair at the Brewster Ladies Library in October 2022 and has assisted the BAHT with the preservation of SHI homes, including the acquisition and rehabilitation of 212 Yankee Drive. The Housing Coordinator was instrumental in coordinating between the Trust and the CPC in funding the Brewster Buy Down program and bringing it under the supervision of the Trust.

3. Continue to support local capacity to implement housing initiatives, including through the Town's housing coordinator position. The CPC has been a key partner in the creation of the Housing Coordinator position, the expansion of hours and the continued growth of the Housing Program. The CPC has funded about \$3.3 million dollars in housing initiatives in the last 7 years, including the Housing Coordinator Position. The Housing Coordinator also supported the efforts of the Planning Board to revise the ADU bylaw which was successfully passed at the November town meeting.

4. Support the preservation of the existing stock of affordable rental and ownership housing. The CPC provided the Housing Trust with \$500,000 in funding to preserve existing units on our SHI. The Housing Trust, with the support of the Housing Coordinator, took possession of 212 Yankee Drive in 2022. We are now actively working on rehabilitating the home and re-sale to an eligible affordable buyer through a fair marketing process. We expect this project to be complete by March 2023 and a new eligible affordable

homeowner to be living there. In addition to 212 Yankee Drive, the Housing Coordinator is actively working with the Department of Housing and Community Development (DHCD) on two other homes at risk that are on our SHI. The Housing Coordinator maintains accurate records of the units on our SHI, communicates with owners annually and verifies that our SHI is accurate through DHCD on an annual basis.

The Housing Coordinator keeps a file on all units on the SHI, handles re-sales and requests and takes every opportunity to update homes to the new universal deed rider that ensures affordability in perpetuity.

5. Continue to support the Brewster Buy Down Program to assist eligible first-time homebuyers. The Town of Brewster, through Community Preservation Funds, provides up to \$30,000 of grant assistance for eligible buyers purchasing a home in Brewster. The program, contingent on existing funds, is available to households qualifying at 80% AMI (Area Median Income) who agree to place a permanent affordable housing deed restriction on the home. The grant assistance is provided as an interest free loan which is forgivable after 30 years.

The Housing Coordinator oversees the Brewster Buy Down program. The Housing Coordinator worked with the Trust and CPC to determine the future of the program in a joint meeting. The Housing Coordinator prepared and submitted a funding application to the CPC this fall for the continuation of the program, to be overseen by the BAHT. The Housing Coordinator, working with the Trust to update all the application documents. The Housing Coordinator handles inquiries and applications for the program. She will continue to communicate with the Trust, as she did with the CPC when a Buy Down application is submitted and with the Treasurer Collector when funding is approved.

3. Community Benefits: What are the community benefits of the projects?

In addition to assisting with the creation, support and rehabilitation of housing in Brewster, the Housing Coordinator holds weekly office hours and is available to the public for housing questions and concerns. As you can see from the enclosed housing coordinator reports, the number of requests for assistance and information is significant. The Housing Coordinator, working with the Housing Trust and Housing Partnership, sponsored a Housing Forum and Fair in October 2022 at the Brewster Ladies Library for the community. The Housing Program also participated in the COA Community Health fair in May 2023. The Housing Coordinator has actively participated in the Cape Cod Commission's Cape Wide Housing report. The Housing Coordinator actively engages in Lower Cape Housing peer group meetings, CHAPA monthly calls, is the Town representative on the Barnstable County Home Consortium and participates in many other local and statewide housing coordination efforts, including recently speaking to the Cape Cod Realtors Association.

4. Community Support: What is the nature and level of support for this project? Include letters of support and any petitions. If this is a funding request for a regional project where Brewster CPA funds will be spent in another town, include Brewster based letters of support.

Letters of Support are included from the Brewster Select Board and the Brewster Affordable Housing Trust.

5. Timeline: What is the schedule for project implementation, including a timeline for all milestones? Please identify any special timing considerations for the project's implementation. If this is part of a larger project, is it phased? What is the timeline for the entire project?

The funding request is for FY25, July 1, 2024 through June 30, 2025.

- 6. Credentials:** What are the qualifications and relevant experience of those undertaking the project?
- The Housing Department is located in the Town Planning Department and overseen jointly by Town Planner, Jon Idman and Assistant Town Manager, Donna Kalinick. The Housing Coordinator collaborates closely with Jon and Donna as well as the many other Department Heads who are involved in Housing, including the COA Director, Building Commissioner, Health Director, DPW Superintendent, Police and Fire Chief, Water Superintendent and Finance Team. In addition to the internal staff, the Housing Coordinator regularly interacts and relies on the expertise of EOHLC, MHP, HAC, HPC, CDP and other community organizations.

7. **Budget/Need for Public Funds:** What is the total budget (sources of funds and uses/expenses) for the project and schedule for expenditure of CPA funds? All sources of funds and expenses must be clearly identified. For housing development projects, include a budget that includes rents, revenues and cash flows taking into account financing expense related to loans. Provide the basis for cost estimates whenever possible. (Note: CPA funds may not be used for maintenance.)

The Funding for this position is shared between CPA-salary and the Town budget-benefits. The Housing Program has created a five-year financial forecast that looks at all expenditures across the housing program for the next five years. In addition to the Housing Coordinator, the Housing Trust has funded a new part-time Housing Program assistant. There are many town departments who need additional staff in the next few years, particularly with the addition of the Cape Cod Sea Camps. Funding the Housing Coordinator is a CPA eligible expense and is supported in many communities across the State. The position is part of the Personnel Bylaw employees of the Town. The salary rate and benefits are calculated on an annual basis by the Finance Team which is made up of the Town Manager, Assistant Town Manager, Finance Director, Treasurer/Collector and Deputy Assessor. Additionally, the Finance Director works directly with the CPC committee on monthly financial reporting; the Assistant Town Manager oversees the Housing Coordinator's payroll and bills associated with the Housing Program.

If this is part of a larger project, what is the budget for the entire project (sources of funds and expenses/uses)?

Clearly identify what additional funding sources are available, committed, or under consideration and why public funding would be appropriate. Include copies of commitment letters, if available, and describe any other attempts to secure funding for this project.

Provide the most recent audited financial report or if none available, an applicant generated financial report that includes a balance sheet and operating budget. Town-sponsored projects must demonstrate why the project cannot be funded through the Department's or Committee's budget: The FY23-FY27 Financial Forecast for the Housing Program is included. This forecast is in progress of being updated for FY24-FY28.

For housing development projects, describe the resident selection process.

9. Maintenance: If ongoing maintenance is required for your project, who will be responsible for maintenance and how will it be funded?

10. Site Control and Appraisal: If the project involves acquisition of real property, provide evidence of site control (deed, purchase and sale, option, etc.). In addition, provide an appraisal of the property's value by a state licensed appraiser using customary appraising techniques. The CPA does not allow funding for acquisitions if the acquisition price is greater than appraised value.

Town of Brewster Community Preservation Committee

CATEGORY SPECIFIC CRITERIA

(Identify which of the following criteria apply to your project.)

Open Space Proposals

- Meets one or more of the Open Space goals listed on page 28-30 of [Town of Brewster Community Preservation Plan FY23-27](#)
- Permanently protect important wildlife habitat, including areas of significance for biodiversity, diversity of geological features and types of vegetation, contain a habitat type that is in danger of vanishing from Brewster or preserve habitat for threatened or endangered species of plants or animals.
- Provide opportunities for passive recreation and environmental education.
- Enhance or protect wildlife corridors, promote connectivity of habitat and prevent fragmentation of habitats.
- Provide connections with existing trails or potential trail linkages.
- Preserve scenic views or border a scenic road.
- Protect drinking water quantity and quality.
- Provide flood control/storage.
- Preserve important surface water bodies, including wetlands, vernal pools or riparian zones.
- Preserve priority parcels in the Town's Open Space Plan/maximize the amount of open land owned by the Town of Brewster.

Historical Preservation Proposals

- MANDATORY:** Must be on the State Register of Historic Places or have a letter from the Brewster Historical Commission indicating that the resource has been determined to be significant in the history, archaeology, architecture, or culture of Brewster.
- MANDATORY:** Project must meet Secretary of the Interior Standards for rehabilitation and/or restoration of Historic Preservation Properties.
- MANDATORY IF REQUEST IS FROM A CHURCH/RELIGIOUS ORGANIZATION:** The project must satisfy the analysis outlined by the SJC's Caplan vs. Town of Acton decision.
- Meets one or more of the Historical Preservation goals listed on page 36-37 of [Town of Brewster Community Preservation Plan FY23-27](#)
- Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened.
- Protect, preserve, enhance, restore and/or rehabilitate town-owned properties, features or resources of historical significance.
- Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site;
- Demonstrate a public benefit and/or public access, or
- Otherwise provide permanent protection for maintaining the historic resource.
- Project site should not be privately owned unless there is demonstrable public access and benefit.

Community Housing Proposals

- X Meets one or more of the Community Housing goals listed on page 22-24 of [Town of Brewster Community Preservation Plan FY23-27](#)
- X Increase the supply of year-round affordable rental housing for all types of households, such as young singles and couples, families, and seniors.
- X Build support for addressing housing needs through partnerships with conservation groups and nonprofit and for-profit developers.
- X Create housing that is affordable and appropriate for very low-income seniors and people with disabilities.
- X Increase local capacity to plan, advocate for, and create affordable housing, preserve the affordability and condition of existing affordable units, and monitor affordable housing restrictions.

- X Increase the variety of mixed-income housing choices in Brewster, particularly in or near commercial areas in order to support Brewster's economy and accommodate household growth.
- X Provide at least 10% of Brewster's year-round housing units as affordable housing in order to meet local and regional needs.
- X Ensure long term affordability.

Recreation Proposals

- Meets one or more of the Recreation goals listed on page 42-43 of [Town of Brewster Community Preservation Plan FY23-27](#)
- Support multiple active and passive recreation uses.
- Serve a significant number of residents and visitors.
- Expand the range of recreational opportunities available to all ages of Brewster residents and visitors.
- Benefit other Brewster committees providing recreational resources to residents.
- Promote the use of alternative corridors that provide safe and healthy non-motorized transportation.
- Promotes or enhances accessibility. (Please elaborate in application.)

Town of Brewster Community Preservation Committee

APPLICATION REVIEW AND APPROVAL PROCESS

Step 1 – Complete the application (with numbered pages) and submit with all attachments either:

- Electronically to cpcmeeting@brewster-ma.gov, or
- Deliver a thumb drive containing the complete application with all attachments*
- to:
Community Preservation Committee
Town Hall
2198 Main Street
Brewster, MA 02631
- ***Do not submit access to additional documentation via links as the committee will not be checking for updates.**
- **Deliver 2 (two) hard copies of the full application to the Community Preservation Committee at the address above within 5 business days of the application deadline.**

Step 2 – Community Preservation Committee Review and Public Comment

A. Application Review:

The Brewster Community Preservation Committee (CPC) will review submitted applications to determine whether:

- Proposed project is eligible for Community Preservation Act funding after review by Town Counsel.
- **The application, including the project description and any supporting documentation, is complete.**
- The application is sufficiently developed in terms of work plan and timely for further consideration. When necessary, the CPC will ask applicants to provide additional information, and the CPC may accept modifications to the original proposal based upon that information and/or discussions with the CPC.

B. Project Review Guidelines are as follows:

- **When the CPC has determined that the 3 criteria in the application review process listed above (A) have been satisfied,** the CPC will refer an application to the appropriate committee for review and comment:
- Historic Preservation applications will be referred to the Brewster Historical Commission for review and recommendations.
- Community Housing applications will be referred to the Brewster Housing Partnership for review and recommendations.
- Recreation applications will be referred to the Recreation Commission for review and recommendations (unless the application originated with the Recreation Commission).
- Open Space applications will be referred to the Open Space Committee for review and recommendations (unless the application originated with the Open Space Committee)

C. Public Comment – The CPC will seek public comment on proposed projects at regular scheduled meetings.

D. CPC Recommendation – After Application Review (A), Project Review (B) and Public Comment (C), the CPC will make recommendations, pro or con, on all applications and will notify applicants of the CPC’s determination. Applications that are approved will be recommended in the form of warrant articles to be voted on at the *next* Town Meeting.

The Brewster Community Preservation Committee (CPC) will make a recommendation to Town Meeting for warrant articles that seek Community Preservation funds only if satisfactory information is received from a project applicant indicating that:

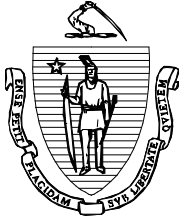
1. Sufficient funds will be available to complete the project(s).
2. Every application shall include a project budget with a list of project sources and uses/expenses of funds and a schedule for completion.
3. The source and estimated value of any expected ‘in-kind’ contributions shall be specified.
4. The Brewster CPC may decline any application that is not responsive to these requirements.
5. The CPC will establish the preliminary terms and conditions for any recommended grant as part of its vote to recommend it.
6. Specific terms and conditions/requirements will be contained in the conditional award letter from the CPC.

Step 3 – Town Meeting Approval. Town Meeting has the final authority to award funds from Brewster’s Community Preservation Fund. Should Town Meeting vote approval, for non Town-sponsored awards, a Grant Agreement will be executed between the Town and the applicant that will incorporate the terms and conditions included in the award letter among other items. No CPC funds shall be expended until the Grant Agreement is fully executed.

Step 4 – Funding and project oversight by the Community Preservation Committee

- Funding will be available following Town Meeting, subject to submission of documents, including the Grant Agreement, if necessary, as required by the Community Preservation Committee.
- In general, the Town and CPC will execute a grant agreement with the applicant that will describe, among other issues, the conditions for CPC disbursement of funds, including any funds held back until project completion. The CPC must review and approve all agreements.
- Historic Preservation projects will require monitoring to ensure that work meets the restrictions as outlined in the Secretary of the Interior Standards for Historic Properties.
- In general, grant agreements will require that the project be completed and CPC funds expended within two years.
- The CPC will appoint one of its members as the liaison for each approved project. The liaison will frequently be in contact with persons responsible for each project and will require regular reports in person and/or in writing to the Committee. The liaison will also provide the initial approval for any project funding request.
- Two sets of bills must be submitted (via email or hard copy) directly to the CPA Administrative Clerk (one original for the Town Accountant and one copy for the CPA Committee files). These must be approved/initialed by the Committee Clerk/Treasurer prior to being submitted to the Town Accountant.

Step 5 – Final Report after project completion. The Community Preservation Committee requires a final grant report. The Committee reserves the right to withhold some funds until a final report is received and approved by the Committee.



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES**

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

August 1, 2023

Mr. Ned Chatelain
Chair, Brewster Select Board
2198 Main St.
Brewster, MA 02631

Housing Production Plan – Certification Approved

Dear Mr. Chatelain:

The Executive Office of Housing and Livable Communities (EOHLC) has reviewed the Town of Brewster's July 13, 2023 request for certification of compliance with its Housing Production Plan (HPP). In order for a municipality to be certified the following needs to occur:

- Housing units affordable to low- and moderate-income households and eligible for inclusion on the Subsidized Housing Inventory (SHI) have been produced during one calendar year, the same year for which certification is requested during the initial year of SHI eligibility.
- Units must total at least 0.5% units for Brewster of year-round housing units for a one-year of certification. A total of 1% of year-round housing units for Brewster are needed for a two-year certification.
- The municipality must have a valid Housing Production Plan (HPP) at the time the units became initially eligible for the SHI.
- The units were produced and are eligible in accordance with the approved HPP and EOHLC's c. 40B Guidelines.¹

EOHLC makes the following findings:

1. The project for which certification is requested is 0 Millstone Road (SHI ID # 10855). The project's Comprehensive Permit was filed with the Brewster Town Clerk on June 14, 2023.
2. The project consists of 45 SHI-eligible units, which constitute enough units for a one-year certification period.
3. The municipality had a valid Housing Production Plan (HPP) at the time the units were produced. The HPP is valid until August 11, 2027.
4. The housing development is consistent with the production goals outlined in Brewster's HPP.

¹ <https://www.mass.gov/files/documents/2017/10/10/guidecomprehensivepermit.pdf>

This certification is effective for a one-year period from June 14, 2023 to June 13, 2024. Please note that all units must retain eligibility for the SHI for the entire certification period. If units are no longer eligible for inclusion on the SHI, they will be removed and will no longer be eligible for certification. This action may affect the term of your certification.

I have included an updated list of SHI eligible units. Brewster's current SHI stands at 7.20%. If you have any questions or need assistance, please contact Phillip DeMartino, Technical Assistance Coordinator, at (617) 573-1357 or Phillip.DeMartino@mass.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Louis Martin", with a long horizontal flourish extending to the right.

Louis Martin
Director
Division of Community Services

cc: Senator Julian Cyr
Representative Christopher Richard Flanagan
Peter Lombardi, Town Administrator, Town of Brewster
Donna Kalinick, Assistant Town Administrator, Town of Brewster
Jill Scalise, Housing Coordinator, Town of Brewster

Parameters of Affordable Housing Trust Buydown Program

Approved by Housing Trust 5.11.23

Proposed Program: The Affordable Housing Trust may provide up to \$50,000* of grant assistance for eligible buyers purchasing a home in Brewster. The program, contingent on existing funds, is available to households qualifying at up to 80% AMI (Area Median Income) who agree to place a permanent affordable housing deed restriction on the home. The program is targeted to preserve affordable homes already on the Town's Subsidized Housing Inventory (SHI). The grant funds will reduce, buydown, the purchase price of the home. In extenuating circumstances, the Trust may decide to direct funds in connection with a purchase to assist with verified, required repairs which will help preserve the home. The grant assistance is provided as an interest free loan which is forgivable after 30 years.

*Amounts over \$50,000 may be considered but will require approval of both the Affordable Housing Trust and the Select Board.

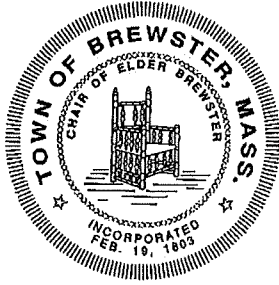
Amount of Grant Assistance: The amount of assistance will be determined on a home-by-home basis. The aim is to ensure that SHI home resales are affordable with a sales price set to be affordable for a household making 80% AMI. If necessary, the Trust will consider making the home affordable to a household at 70% AMI. It is expected that buydown grants will range up to \$50,000. Amounts over \$50,000 may be considered but will require approval of both the Affordable Housing Trust and the Select Board.

Program Eligibility (from original CPC Buydown Program):

- First Time Homebuyer, defined as someone who has not owned a home within the past 3 years. Some exceptions.
- The household must occupy the property as their principal residence.
- The property must be located in Brewster.
- A household cannot have more than \$75,000 in assets.
- The total household income must not exceed 80% of AMI.

Maximum Household Income Limits for 2023

2023 HUD Income Limits	Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
80% AMI		\$64,450	\$73,650	\$ 82,850	\$92,050	\$99,450	\$106,800



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

March 10, 2023

Ms. Jill Scalise, Housing Coordinator
Brewster Town Hall
2198 Main St.
Brewster, MA 02631

RE: Homeownership Buy-Down Program Award

Dear Ms. Scalise:

I am pleased to inform you that on March 8, 2023 the Brewster Community Preservation Committee (CPC) voted to approve your request dated March 7, 2023 for an award of \$62,500 to Nicole Anthony from the Homeownership Buy-Down Fund to enable her to purchase an affordable SHI home located at 14 Yankee Drive in Brewster.

TERMS AND CONDITIONS: The funds will be provided by the Town for the closing of the property under the following terms and conditions:

- 1) The funds will be the subject of a forgivable 0% note and mortgage to be held by the Town. The note shall be forgiven and the mortgage shall be discharged upon the sale or transfer of the property to an eligible purchaser provided the owner has complied with the requirements of the affordable deed restriction, the note and the mortgage.
- 2) The funds will be provided at closing to reduce the actual purchase price for the buyer. The funds shall be reflected in the resale formula calculation for the affordable deed restriction.
- 3) The form and substance of the affordable deed restriction shall be approved by Town of Brewster Housing Coordinator.

The CPC is pleased to be able to play a role in the ability of this low-income, first-time homebuyer to be able to purchase a home in Brewster and to maintain our affordable housing stock. Do not hesitate to contact me at Faythe.Ellis@outlook.com if you have any questions or concerns.

Sincerely,

Faythe Ellis
Chair- Brewster CPC

April 21, 2023

Nicole L. Anthony
14 Yankee Drive Brewster Ma.
508-240-4867

Jill Scalise
Brewster Housing Coordinator Brewster Town Offices
2198 Main Street
Brewster, MA 02631
Re: 14 Yankee Drive

Dear Jill,

It is with excitement and great pride that I write my new address on the top of my letter to you! I want to thank you and everyone involved with Brewster Housing for giving me the opportunity to purchase 14 Yankee Drive.

As you may know, I was born and raised in Brewster. Returning to my hometown and owning my own place is a dream come true.

I have met several of my neighbors and they have been very welcoming. I recently painted the unit and I am in the process of installing new flooring. I am excited to start furnishing and decorating. I am looking forward to having my first cookout with friends and family this summer! None of this would have been possible without the hard work and commitment from you and the Brewster Housing team, I will continue to support the program and I can't thank you enough!

Nicole Anthony-Owner



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

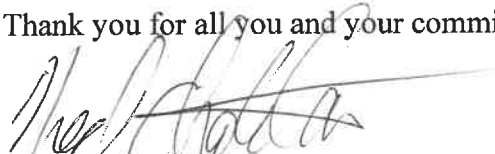
Ms. Faythe Ellis, Chair
Community Preservation Committee
Brewster Town Hall
2198 Main Street
Brewster, MA. 02631

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

Housing Trust 5 Year-Plan FY23-27
12.29.22

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

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

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

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



Local Preference Information Session

Thursday August 17th at 6PM

Joint meeting of the
Brewster Housing Partnership,
Select Board,
Affordable Housing Trust,
Community Preservation Committee &
Finance Committee

Welcome & Introductions

Donna Kalinick, Brewster Assistant Town Manager

Jill Scalise, Brewster Housing Coordinator

THANK YOU, THANK YOU, THANK YOU!

Brewster's Housing Plan is certified.

In 2017, Brewster's Subsidized Housing Inventory (SHI) had 250 units, 5.2% of 4,803 year-round housing units.

Today, Brewster's SHI has 372 affordable housing units.

Brewster's SHI has increased to 7.2% of 5,170 year-round housing units.

The state certified the Housing Production Plan three times in five years!

Housing Coordinator Update July 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14)
 - Responded to email, phone & in person requests for information and assistance, 53 total requests for housing information (38) or assistance (15). Open office hours Thursday from 10-noon.
 - Updated webpage. Made website postings & did outreach for two affordable housing opportunities.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Finalized and submitted Community Preservation Act application to CPC for funding of the Affordable Buydown Program. CPC deemed application complete & appropriate, referred to Housing Partnership.
 - Trust authorized \$5,000 funding for start-up costs of Housing Program Assistant position.
 - Trust provided comments for SB strategic plan & support letter for Millstone CPA application.
3. Community Housing Parcel off Millstone (SB Strategic Plan H-4, HPP Strategies #12 & 16)
 - Comprehensive Permit decision recorded July 12th, after the appeal period concluded without an appeal.
 - Compiled documentation and submitted request to state for certification of Housing Production Plan.
 - Updated 0 Millstone Road timeline and worked on name for development.
4. Comprehensive Permit Projects (HPP Strategy #16): Habitat for Humanity on Phoebe Way. See link below.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Brewster's Rental Assistance Program (BRAP)- Received 3 quotes for management of BRAP. Read quotes and compiled information for Housing Trust to make decision on 3-year contract at August meeting.
 - Community Development Block Grant (CDBG)- Received quarterly report on FY21 housing rehabilitation & childcare assistance. Grant progressing well, waiting on FY22/23 grant decision.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Donna Kalinick oversaw response to questions, bid opening, and reference calls for work to preserve home & prepare for affordable resale. Bid recommendation to be made by Housing Trust, with final decision by Select Board. Met with legal counsel about the use of CPA funds on the property.
 - Serenity Apartments- With Ms. Kalinick, met with legal counsel about regulatory requirements. Also talked with Serenity representatives about requirements for annual report and affordable unit rent increase requests.
 - 6 Sachus Trail- addressing deed violation. Resale of property by HAC. See below.
 - Continue working on SHI several homes of concern.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU Bylaw: Participated in discussions and/or presentations led by Town Planner Jon Idman at Planning Board, Zoning Board of Appeals (ZBA), and Housing Partnership.
 - Updated progress on HPP Implementation Table & provided to SB along with comments for strategic plan.
8. Collaboration (HPP Strategies #7 & 15)
 - Prepared Local Preference Information Session flyer and distributed information to participating groups.
 - Met with CDP about Housing Institute planning. Attended scheduled HOME Consortium meeting.

Upcoming Events:

- Applications open for 2 Habitat for Humanity 3 bedroom homes on Phoebe Way. Due August 14th.
[To Apply for a Home | Habitat for Humanity Cape Cod \(habitatcapecod.org\)](https://www.habitatcapecod.org)
- Applications are available from HAC for an affordable home at 6 Sachus Trail. Due August 11th.
[6 Sachus Trail in Brewster - Housing Assistance Corporation Cape Cod \(haconcapecod.org\)](https://www.haconcapecod.org)
- Local Preference Information Session planned for August 17th at 6PM & hosted by Housing Partnership.

Personnel

- Participated in Housing Partnership, Housing Trust, Planning Board, & ZBA meetings. Worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Planning, Public Works, Town Administration & ZBA. Attended First Amendment Audit session

Housing Coordinator Update August 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14 & 15)
 - Responded to email, phone & in person requests for information and assistance, 66 total requests for housing information (47) or assistance (19). Open office hours Thursdays from 10-noon.
 - Local Preference Information Session held for Select Board, Housing Partnership, Housing Trust, Community Preservation Committee (CPC) and Finance Committee. With Donna Kalinick, prepared and presented information on local preference. Questions and discussion followed.
 - Updated housing webpages. Newspaper interview & article.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Housing Trust's Community Preservation Act (CPA) application for Affordable Buydown Program presented to Housing Partnership which recommended CPC support of the application.
 - Housing Program Assistant job description finalized, expect to be posted in September.
 - Trust met and worked on additional items throughout this report.
3. Community Housing Parcel off Millstone (SB Strategic Plan H-4, HPP Strategies #12 & 16)
 - Name approved for development: Spring Rock Village. Woodlot Way is driveway name. Spring Rock refers to a nearby large glacial erratic. Historically, this area had woodlots used to harvest poles for fishing weirs.
 - State added the 45 permitted Spring Rock Village units to Brewster's Subsidized Housing Inventory (SHI) which now stands at 7.2 %, 372 units. With these units, the Town's Housing Production Plan was certified.
 - Select Board voted & request letter sent to Executive Office of Housing & Livable Communities (EOHLC) to approve 55% local preference and 15% regional preference (Barnstable County) for initial leasing.
 - Spring Rock Village \$500,000 CPC funding application recommended for approval by Housing Partnership.
4. Comprehensive Permit Projects (HPP Strategy #16):
 - Habitat for Humanity, Phoebe Way: 30 applications received for 2 homes. Evaluating applicant eligibility.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Brewster's Rental Assistance Program (BRAP)- Housing Trust voted to award 3 year contract to HAC.
 - Community Development Block Grant (CDBG)- Brewster awarded FY 22/23 \$1.7 million regional grant for housing rehab and childcare assistance in Brewster, Dennis, and Wellfleet.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Upon the Housing Trust's recommendation, Select Board awarded housing preservation contract to Pearl Construction and waved building fees. Attended walkthrough of property with Pearl.
 - 6 Sachemus Trail- Worked with homeowner, Planning, Administration, legal counsel, EOHLC, and Select Board on deed violation. Property in resale process. Applications were due and lottery held by HAC.
 - Continue working on several SHI homes of concern including 11 Sean Circle.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU Bylaw: Planning Board recommended ADU bylaw amendments to Select Board.
8. Collaboration and Education (HPP Strategies #7 & 15)
 - Met with CDP. Attended HOME Consortium meeting and CDP event.
 - State of Emergency declared by Governor Healey for safe shelter in Massachusetts.

Upcoming Events & Announcements:

- Brewster's Housing Production Plan was certified by the state and the Town is in 'safe harbor' until June 13, 2024. Brewster's SHI is 7.2%, this is based on Brewster's 2020 census data of 5,170 year round units.

Personnel

- Participated in Housing Trust, Planning Board & Select Board meetings. Also worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Library, Planning, Public Works, Town Administration, Vision Planning & Water.

Housing Coordinator Update September 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14 & 15)
 - Responded to email, phone & in person requests for information and assistance, 51 total requests for housing information (32) or assistance (19). Open office hours Thursdays from 10-noon.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Housing Trust's FY23 Financial Report (CP3) for Community Preservation Committee (CPC) completed by Donna Kalinick and presented to CPC. Thanks to Finance Director Mimi Bernardo for her assistance.
 - Trust's Affordable Buydown Program CPA funding application recommended for approval by CPC.
 - Housing Program Assistant job description posted, priority review deadline October 9th.
 - Trust working on additional items throughout this report and setting priority goals for FY24-25.
3. Spring Rock Village- comp permit for 45 affordable rental units off Millstone (SB H-4, HPP #12 & 16)
 - Executive Office of Housing & Livable Communities (EOHLC) approved Select Board's request of 55% local preference (24 units) and 15% regional preference (7 units, Barnstable County) for initial leasing.
 - Spring Rock Village \$500,000 CPC funding application recommended for approval by CPC. Provided recent affordable development cost information to CPC.
4. Comprehensive Permit Projects (HPP Strategy #16):
 - Habitat for Humanity, Phoebe Way: Eligible applicant drawing for two homes to be held in October.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Brewster's Rental Assistance Program (BRAP)- Quarterly report: 3 new households in program, now 10 households receiving assistance. Also, \$16,061 in additional housing funding to 7 Brewster households.
 - Community Development Block Grant (CDBG)- FY21 Housing Rehab projects: 6 Brewster, 8 Dennis & 6 Wellfleet. 80% elderly & 2 families with children. 30 children receiving childcare assistance, 15 Brewster.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Pearl Construction obtained permits and began preservation work. With the assistance of DPW & Tom Thatcher, moved personal contents to a secure location. Also met with legal counsel.
 - 6 Sachus Trail- Deed violation addressed. Affordable resale expected to close within the next month.
 - Serenity Apartments at Brewster (27 affordable rental units)- Worked with Serenity's management regarding the required process for Serenity to request a rent increase and complete the annual report verification. Did initial audit of affordable unit files. Prepared material for Select Board.
 - Continue working on several SHI homes of concern including 11 Sean Circle.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU Bylaw: Joint Public Hearing on ADU bylaw amendments held by Planning Board & Select Board.
8. Collaboration and Education (HPP Strategies #7 & 15)
 - Participated in COA's Focus Group & Cape Cod Commission's Regional Housing Strategy Working Group. Attended presentation by Harwich Conservation Trust & Affordable Housing Trust.
 - Attended meeting with Sea Camps consultants. Confirmed housing stats, and Housing Plan goals/strategies.
 - Housing Partnership & Trust members participated in Brewster Volunteer Fair. Ms. Kalinick attended HOME Consortium meeting. Discussion with library about potential Town book theme emphasis.

Upcoming Events & Announcements:

- Habitat for Humanity's Brewster Phoebe Way Kick-Off scheduled for Monday November 6th at 4PM at Brewster Baptist Church. Two Phoebe Way Wall Raisings on Saturday November 11th at 8AM.

Personnel

- Participated in Housing Trust & CPC meeting. Also worked with: Assessors, Building, Council on Aging, Finance, Health, Housing Partnership, Library, Planning, Public Works, Town Administration, & Water.
- Special thanks to Assistant Town Manager Donna Kalinick and Town Planner Jon Idman for their assistance, guidance and support.

Housing Coordinator Update October 2023

Jill Scalise

Ongoing Activities/ Projects

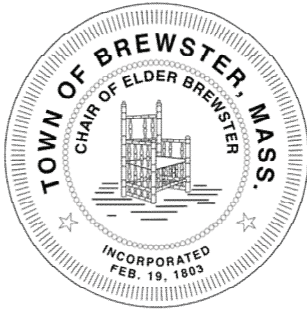
1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14 & 15)
 - Responded to email, phone & in person requests for information and assistance, 72 total requests for housing information (48) or assistance (24). Open office hours Thursdays from 10-noon.
 - Presented Brewster Housing update to over 20 realtors at the Brewster Realtors Tour gathering.
 - Website announcement for Habitat Community Kickoff & outreach for surveys. Interview with CC Times.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Trust's Affordable Buydown Program CPA funding on Town Meeting Warrant, has been recommended for approval by BHP, Community Preservation Committee(CPC), Finance Committee and Select Bord.
 - Housing Program Assistant resumes reviewed, and initial interviews held.
 - Trust working on additional items throughout this report and setting priority goals for FY24-25.
3. Spring Rock Village- comp permit for 45 affordable rental units off Millstone (SB H-4, HPP #12 & 16)
 - Spring Rock Village \$500,000 CP funding on Town Meeting Warrant, has been recommended for approval by Housing Partnership (BHP), CPC, Finance Committee and Select Board.
4. Comprehensive Permit Projects (HPP Strategy #16):
 - Habitat for Humanity, Phoebe Way: Attended eligible applicant drawing for two homes.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Community Development Block Grant (CDBG)- Completed outreach survey for Executive Office of Housing & Livable Communities (EOHLC). FY21 Housing Rehab moving towards closeout. 19 approved projects. 37 children utilizing childcare assistance funds. FY22/23 Grant administration RFP advertised.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Pearl Construction continuing work and making great progress. Site visit with Assistant Town Manager Donna Kalinick. Communication with legal counsel regarding Barbie dolls and with Housing Assistance Corporation about home resale process.
 - 6 Sachemus Trail- Affordable home resold. Compliance certificate signed by Town. As part of a deed violation agreement, a \$1,000 payment was made to Brewster Affordable Housing Trust.
 - Serenity Apartments at Brewster (27 affordable units)- Elevation Financial presented Serenity update & rent increase request to Select Board. Increase was approved as it's below the allowable 80% AMI rent limit.
 - 11 Sean Circle- communicated with EOHLC and realtor representing Freddie Mac. They are in the process of completing the final requirements prior to resale.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU: Bylaw revisions are on Town Meeting warrant. With Ms. Kalinick, visited recently built ADU.
 - Brewster awarded \$65,000 One Stop grant to examine Town zoning bylaws with a focus on multi-unit and mixed -use residential. Lead on grant and project: Town Planner, Jon Idman.
8. Collaboration and Education (HPP Strategies #7 & 15)
 - Participated in Housing 101 Training, Housing to Protect Cape Cod gathering, HOME Consortium and Brewster local business semi-annual roundtable.
 - With Ms. Kalinick, presented Brewster Housing initiatives and CPC funding at the CPC Annual Hearing.
 - Continued library discussion about potential housing Town book theme emphasis.

Upcoming Events & Announcements:

- Habitat for Humanity's Brewster Phoebe Way Community Kick-Off November 6th at 4PM at Brewster Baptist Church. Wall Raisings on Saturday November 11th at 8AM.

Personnel

- Participated in Select Board, Housing Partnership & CPC meetings. Also worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Housing Partnership, Human Resources, Library, Planning, Public Works, Town Administration, & Water.
- Attended Open Meeting Law training and community briefing on Census data.



Town of Brewster
Community Preservation Committee
 2198 Main Street
 Brewster, Massachusetts 02631-1898
 (508) 896-3701 x 133
 Fax (508) 896-8089



APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Date Application Submitted: 11/28/2023

Name of Project Applicant: Nauset Together We Can Prevention Council Inc

Name of Co-Applicant(s), if applicable: _____

Name of Contact Person: Erica O'Reilly

Contact Person's Mailing Address: PO Box 792 Orleans MA 02653

Contact Person's Daytime Phone Number: (862) 206-0304

Contact Person's email Address: ericaoreilly@yahoo.com

Proposed Project Name: Finch Skatepark Safety Upgrades

Project Address (or assessor's parcel ID): 78 Eldgredge Parkway Orleans MA 02653

Project Synopsis:

The Finch Skatepark provides a thriving social hub for our community. The park was established through a grass roots community effort in 1995 and has been volunteer managed for more than 25 years by Nauset Together We Can -- a 501c3 whose goal is to develop and implement solutions to prevent high-risk social behaviors in our youth. Although the towns of Brewster, Eastham and Orleans provide small amounts of funding for day-to-day operations of the park, all funding for the park's infrastructure comes from grants and private donations. The purpose of this grant is to secure funding for safety upgrades to the current electrical service and several existing ramp features in order to keep the park open and available to its may users.

Category: Open Space Historic Preservation Recreation Community Housing

CPA funding requested \$ 7,500

Total Cost of Proposed Project \$ 31,300

PROJECT DESCRIPTION

Please describe your project, answering all of the following questions in the order presented. Applications will be considered incomplete if all requested information is not provided. Include supporting materials (maps, diagrams, photos, etc.). Please number pages of application.

Form fields are provided after each question for your convenience. If you need more room, you may provide additional information via separate documents/attachments at the end of the document. Please do not provide any documentation via on-line links, as the committee will not be checking for updates. Be as concise as possible.

1. **Project Description:** Describe the proposed project. Is this part of a larger project or an ongoing project?

See Project Description Attached

2. **For Historic Preservation projects:** Attach proof of listing on the State Register of Historic Places or a letter from the Brewster Historical Commission indicating that the resource has been determined to be significant in the history, archaeology, architecture, or culture of Brewster. Please note that rehabilitation projects must comply with the Secretary of the Interior Standards for Treatment of Historic Properties. **Additional information and analysis will be needed for projects submitted by churches/religious organizations to determine if they comply with the SJC's Caplan vs. Town of Acton decision.**

n/a

3. **CPA Goals/Criteria:** Describe how this project accomplishes the goals and objectives of the CPA and the Town of Brewster Community Preservation Plan FY23-27 (refer to the attached general and issue-specific criteria and identify which of these apply to the project).

Per page 42 of the Plan

Rehabilitate existing playgrounds, parks, and other outdoor public recreation facilities to improve quality and accessibility.

As amended in 2012, the CPA statute allows CPA funds to be used for rehabilitation of existing outdoor recreational resources including playgrounds, parks, golf courses, and other facilities

4. Community Benefits: What are the community benefits of the projects?

See details attached.
Brewster residents make up an estimated 14% of the Finch Park's non-transient user base

5. Community Support: What is the nature and level of support for this project? Include letters of support and any petitions. If this is a funding request for a regional project where Brewster CPA funds will be spent in another town, include Brewster based letters of support.

See attached letter of support from Brewster Resident

6. Timeline: What is the schedule for project implementation, including a timeline for all milestones? Please identify any special timing considerations for the project's implementation. If this is part of a larger project, is it phased? What is the timeline for the entire project?

See attached budget detail and timeline. Work will be scheduled upon confirmation of funding.

7. Credentials: What are the qualifications and relevant experience of those undertaking the project?

The park is operated under an intermunicipal agreement between the Towns of Brewster, Eastham and Orleans. Via their Recreation Departments, these towns have an ongoing agreement with Nauset Together We Can to manage and maintain the skatepark. Nauset Together We Can has managed and maintained the park for over 25 years.

8. Budget/Need for Public Funds: What is the total budget (sources of funds and uses/expenses) for the project and schedule for expenditure of CPA funds? All sources of funds and expenses must be clearly identified. For housing development projects, include a budget that includes rents, revenues and cash flows taking into account financing expense related to loans. Provide the basis for cost estimates whenever possible. (Note: CPA funds may not be used for maintenance.)

The total budget for the project is \$31,300. Similar CPC grants are being submitted to the Towns of Eastham and Orleans for the FY25 Grant Cycle. If successful the project will be funded at \$7,500 each from the Towns of Brewster and Eastham and \$16,300 from the Town of Orleans.

If this is part of a larger project, what is the budget for the entire project (sources of funds and expenses/uses)?

n/a

Clearly identify what additional funding sources are available, committed, or under consideration and why public funding would be appropriate. Include copies of commitment letters, if available, and describe any other attempts to secure funding for this project.

No other funds outside of Brewster, Eastham and Orleans CPA grants are being sought at this time. Nauset Together We Can applied for private funding through T-Mobile's Hometown Grant program this Fall and was not selected as a recipient. Prior funds have been secured via the Orleans CPA, The Kelley Foundation, and Go Fund Me campaigns.

Provide the most recent audited financial report or if none available, an applicant generated financial report that includes a balance sheet and operating budget. Town-sponsored projects must demonstrate why the project cannot be funded through the Department's or Committee's budget

See attached

For housing development projects, describe the resident selection process.

9. Maintenance: If ongoing maintenance is required for your project, who will be responsible for maintenance and how will it be funded?

Long term planning for the Finch Skatepark is expected to be a part of the Town of Orleans master plan for the properties on Eldredge Parkway. It is likely that this plan will include an upgraded concrete skatepark. Until that project comes more into focus, the current park will utilize its annual budget for regular maintenance (repainting, replacing fasteners and park clean-up). These costs are covered by the funds appropriated by the Recreation Departments of Brewster, Eastham and Orleans.

10. Site Control and Appraisal: If the project involves acquisition of real property, provide evidence of site control (deed, purchase and sale, option, etc.). In addition, provide an appraisal of the property's value by a state licensed appraiser using customary appraising techniques. The CPA does not allow funding for acquisitions if the acquisition price is greater than appraised value.

n/a

Town of Brewster Community Preservation Committee

CATEGORY SPECIFIC CRITERIA

(Identify which of the following criteria apply to your project.)

Open Space Proposals

- Meets one or more of the Open Space goals listed on page 28-30 of Town of Brewster Community Preservation Plan FY23-27
- Permanently protect important wildlife habitat, including areas of significance for biodiversity, diversity of geological features and types of vegetation, contain a habitat type that is in danger of vanishing from Brewster or preserve habitat for threatened or endangered species of plants or animals.
- Provide opportunities for passive recreation and environmental education.
- Enhance or protect wildlife corridors, promote connectivity of habitat and prevent fragmentation of habitats.
- Provide connections with existing trails or potential trail linkages.
- Preserve scenic views or border a scenic road.
- Protect drinking water quantity and quality.
- Provide flood control/storage.
- Preserve important surface water bodies, including wetlands, vernal pools or riparian zones.
- Preserve priority parcels in the Town's Open Space Plan/maximize the amount of open land owned by the Town of Brewster.

Historical Preservation Proposals

- MANDATORY:** Must be on the State Register of Historic Places or have a letter from the Brewster Historical Commission indicating that the resource has been determined to be significant in the history, archaeology, architecture, or culture of Brewster.
- MANDATORY:** Project must meet Secretary of the Interior Standards for rehabilitation and/or restoration of Historic Preservation Properties.
- MANDATORY IF REQUEST IS FROM A CHURCH/RELIGIOUS ORGANIZATION:** The project must satisfy the analysis outlined by the SJC's Caplan vs. Town of Acton decision.
- Meets one or more of the Historical Preservation goals listed on page 36-37 of Town of Brewster Community Preservation Plan FY23-27
- Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened.
- Protect, preserve, enhance, restore and/or rehabilitate town-owned properties, features or resources of historical significance.
- Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site;
- Demonstrate a public benefit and/or public access, or
- Otherwise provide permanent protection for maintaining the historic resource.
- Project site should not be privately owned unless there is demonstrable public access and benefit.

Community Housing Proposals

- Meets one or more of the Community Housing goals listed on page 22-24 of Town of Brewster Community Preservation Plan FY23-27
- Increase the supply of year-round affordable rental housing for all types of households, such as young singles and couples, families, and seniors.
- Build support for addressing housing needs through partnerships with conservation groups and non-profit and for-profit developers.
- Create housing that is affordable and appropriate for very low-income seniors and people with disabilities.
- Increase local capacity to plan, advocate for, and create affordable housing, preserve the affordability and condition of existing affordable units, and monitor affordable housing restrictions.

- Increase the variety of mixed-income housing choices in Brewster, particularly in or near commercial areas in order to support Brewster's economy and accommodate household growth.
- Provide at least 10% of Brewster's year-round housing units as affordable housing in order to meet local and regional needs.
- Ensure long term affordability.

Recreation Proposals

- Meets one or more of the Recreation goals listed on page 42-43 of Town of Brewster Community Preservation Plan FY23-27
- Support multiple active and passive recreation uses.
- Serve a significant number of residents and visitors.
- Expand the range of recreational opportunities available to all ages of Brewster residents and visitors.
- Benefit other Brewster committees providing recreational resources to residents.
- Promote the use of alternative corridors that provide safe and healthy non-motorized transportation.
- Promotes or enhances accessibility. (Please elaborate in application.)

1. Project Description

Relocate Electrical Panel

Approximately 15 years ago, a shed was constructed next to the skatepark to house the electrical and telephone services. The shed is showing signs of wear. The door has required replacement several times, the structure is becoming a magnet for rodents, and it has on rare occasion been subject to vandalism. As land line telephone service is no longer needed at the skatepark we believe the best course of action is to relocate the electrical service to an outdoor panel and raze the shed.

The Finch Park is the only lighted skatepark on Cape Cod open year-round. This is especially important to a core group of users ages 19-35 who use the park after work. They usually come to the park around 4 or 5 in the evening just as younger users are leaving and stay into the evening. (The park closes at 10:00 pm). It is especially heartening to see the spontaneous mentoring that takes place during the hour or so when the older and younger skaters overlap. There are no scheduled practices or formal coaching in the sport, so younger skaters learn from the older ones who in turn pay it forward as they advance in skills. Keeping the electrical service and lighting safe is essential to the park's continued success.

Ramp Shoring / Resurfacing

The park is made up of a combination of concrete and wooden ramps. The wood ramps are surfaced with Skatelite, an eco-friendly skate surface designed for outdoor use. Both the concrete and Skatelite ramps have metal toe plates which are repainted annually to avoid excessive rust. The ramps range in age from 3 to 15 years and some are beginning to show varying degrees of wear in the form of worn edges from the repeated impact of skate boards and scooters, missing screws and slight unevenness from expansion and contraction in cold weather. The surfaces are generally wearing as expected and do not currently pose safety issues to the park's users. However, similar to the way tennis and basketball courts require occasional re-surfacing these ramps will soon require attention. While the annual amount allotted to the Finch Park by the towns of Brewster, Eastham and Orleans is enough to cover general park maintenance (trash/recycling, portable toilet services, electricity bills for lighting, repainting of the toe plates, etc.) it does not allow for replacing Skatelite or the pressure treated plywood supporting it. This grant would allow for the proactive replacement of worn surfaces to ensure that the park remains safe in accordance with Nauset Together We Can's duty as managers of the Finch Park.

4. Community Benefits

The following estimate user data shows the park's use by Brewster residents.

Daypart	Estimated Visit Volume by User Type					All	
	Heavy	Regular	Casual	Transient			
Before 10am	37	94	109	46		286	
10 to noon	21	132	56	46		255	
Noon to 4pm	176	218	268	176		838	
4pm to 8pm	641	772	165	66		1,644	
After 8pm	85	164	133	62		444	
	960	1,380	731	396		3,467	Estimated Total Visits (4 Months)
	7.6	11.0	5.8	3.1		27.5	Visits per Day
	13	48	82	396		539	Estimated Total Unique Visitors

Estimated Visits by Non Transient Users Annualized

3,071 x 2.5 = 7,678
 Based on 4 May 8 to Sept 9 weighted to adjust for higher usage in summer months

Estimated Residency of Non Transient Users	Est % of use	Est Annual Visits by Non Transient Users by Town
Orleans	43 30%	2,309
Eastham	34 24%	1,825
Brewster	20 14%	1,074
Other Cape	29 20%	1,557
Off Cape	17 12%	913
Total	143	7,678

5 Community Support

Erica O'Reilly <ericaoreilly@yahoo.com>

To: Erica O'Reilly

Hello all,

I'm writing to you in support of future safety upgrades of the Orleans/ Finch public skate park.

My name is Michael Archer, I am a 50-year-old Brewster resident and have been skateboarding since I was 12. I have also been involved in the management and day-to-day operations of a local skateboard shop located in downtown Hyannis for over 25 years. During that time, we have held dozens upon dozens of skateboard related demos, contests and events. These events have always obtained their best results when held at spacious well-maintained, well-designed, and safe venues.

While these scheduled events are certainly an important part of what will bring skateboarders and the general public to a skate park, the casual "stop by and skate" day to day riding is of even of greater importance.

The Orleans skate park provides a place for much needed physical and mental exercise for age groups ranging from 5 to 55. Somewhere for parents to bring their children and feel the security of a designated area to ride. A meeting spot for teenagers to get off their phones and blow off some steam after school or on the weekend while having fun and interacting socially with each other, and a great surface for more mature and accomplished skaters to practice and hone their abilities at the highest level they can personally achieve.

Cool thing about skateboarding is there are no rules on style, there are no demands on tricks you have to make, no specific line or boundary of in and out. The round and flat surfaces that make up the skate park are the canvas and the skateboarders paint it however they see fit.

It is important to realize how accepting the skateboard culture is of each other. Regardless of age, ability, equipment or otherwise, all are welcome. For many it is a sanctuary, one of the only places they feel comfortable being around other people. There are no expectations of achievement but you will typically be applauded when others notice you have reached a self-made goal.

In short, the Orleans skate park is a special place. It is an asset to the community as a whole. That is why not only does it make sense to sure up this space of personal reinforcement and creativity, but also should be seen as necessary, to further nurture its growth based on its tremendous positive impact on locals and visitors alike.

Thank you for your time,

Michael Archer

Sent from my iPhone

6. Timeline

Work will be scheduled upon confirmation of funding

Electrical Work (1 day) Vendor is scheduling 3-4 weeks in advance

Raze Shed (1 day) Vendor is scheduling 5-6 weeks in advance

Ramp Shoring / Resurfacing (2-3 weeks) 6-8 weeks contractor lead time. Nauset Together We Can will order materials upon confirmation of funding.

8. Budget Detail

Budget: \$31,300

Raze shed \$1,500

Estimate by Brundage Site Work, 400 Massasoit Rd, Eastham MA 02642

Includes razing the structure, disposal of debris, and loam / seeding of area. Work is expected to take one day.

Relocate Electrical to exterior panel: \$4,400

Estimate by Farrell Electric, 105 Holmes Rd, North Eastham MA 02651

All labor and materials to disconnect power to existing meter socket and panel on shed and remove. Install new 100 amp meter socket and outdoor panel on wooden pedestal with 2-20 amp GFCI receptacles and switch for lights. Relocate existing service and wires running to lights into new outdoor panel. Work is expected to take one day.

Ramp Shoring / Resurfacing: \$25,400 + volunteer labor

All materials (Skatelite, pressure treated plywood, hardware) and debris disposal for ramp shoring/resurfacing as needed. Includes 160 hours of professional crew labor to be augmented by local volunteers. Work is expected to take 2-3 weeks depending on volunteer availability.

Finch Skateboard Park
FY22-23 Final

Receipts	
Town Funding	8,900.00
Allocated Donations	
Balance Forward	<u>0.00</u>
Total Receipts	8,900.00
Expenses	
Finch Insurance	-4,032.00
Expansion Project	0.00
Maintenance	-3,723.43
Electricity	-221.91
Supplies	
General	<u>0.00</u>
Total Supplies	0.00
Superintendent Wages	
Net Pay	-371.03
Employee Federal Tax	-64.40
Employee State Tax	<u>-37.37</u>
Total Superintendent Wages	-472.80
Payroll NTWC Contributions	
State Unemployment-DUA	<u>0.00</u>
Total Payroll NTWC Contributions	<u>0.00</u>
Total Expenses	<u>-8,450.14</u>
Total Finch Skateboard Park	449.86



TOWN OF BREWSTER

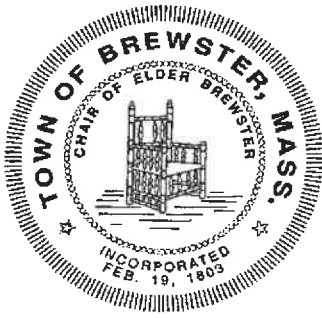
SPRING 2024

COMMUNITY PRESERVATION COMMITTEE

**APPLICATION: 0 MAIN STREET/WASHINGTON CHASE BOG
CONSERVATION RESTRICTION**



Old Washington Chase Cranberry Bog



APPLICATION FOR COMMUNITY PRESERVATION

Date: February 9, 2024

Name of Applicant: Brewster Open Space Committee
Contact Individual: Elizabeth Taylor, Chair
Mailing Address: Town Hall 2198 Main Street Brewster, MA 02631
Daytime Phone: 774-216-1659 **e-mail:** "etaylor@brewster-ma.gov"

Name of Proposal: Washington Chase Bog – Conservation Restriction

Address of Proposal (or assessor's parcel ID: 0 Main Street and a portion of 3571 Main Street, (126-4; 126-5; 126-9 and a portion of 114-60)

PROJECT SYNOPSIS:

The Town of Brewster is working with the Brewster Conservation Trust (BCT) to protect a 12.36-acre parcel known as the Washington Chase Bog, comprised of 7.33 acres of upland and 5.04 acres of wetland. The property is located on the north side of Main Street in East Brewster. BCT is purchasing the property and asking the Town to share the cost, by purchasing the Conservation Restriction (CR). Previously having been run as a campground and a working cranberry bog, it remains a typical pine-oak woodland with existing paths and vehicle tracks running through the property. The wetland areas are now overgrown with trees and vegetation, which BCT would like to restore to a natural wetland (fresh marsh) habitat. The bog drains under the rail trail into Namskaket Marsh. This has the potential to be the most visible bog to marsh ecorestoration project on Cape Cod, along the historic Old Kings Highway. **Att. 3.A & 3.B.**

Restoration/protection of this parcel would contribute to the scenic and natural character of Brewster and will enhance the open-space value of these and nearby lands. The parcel is proximate to land already conserved, including 1700+ acres of contiguous open space owned and operated by the Massachusetts Department of Conservation and Recreation (DCR)-Nickerson State Park. It also abuts the DCR Cape Cod Rail Trail on its northern property boundary, which in turn abuts land owned and conserved by the Brewster Conservation Trust and connecting through to the 120+ acre Namskaket Marsh Town Conservation Area. **Att. 3.K.**

The Town Select Board, Town Manager, Natural Resources Department, Conservation Commission, and Open Space Committee support the purchase of a Conservation Restriction (CR), as does the Brewster Conservation Trust (BCT). **Att. 2.**

Category (circle all that apply): OPEN SPACE **Historic Preservation** RECREATION **Community Housing**

CPA funding requested \$225,000.

Total Cost of Proposed Project \$706,660

1. PROJECT DESCRIPTION:

The Town of Brewster is working with the Brewster Conservation Trust (BCT) to protect a 12.36-acre parcel known as the Washington Chase Bog, comprised of 7.33 acres of upland and 5.04 acres of wetland. The property is located on the north side of Main Street in East Brewster. BCT is purchasing the property and asking the Town to share the cost, by purchasing the Conservation Restriction. Previously having been run as a campground and a working cranberry bog, it remains a typical pine-oak woodland with existing paths and vehicle tracks running through the property. It is generally level, although the southeast border, near Main Street, slopes up steeply. Due to the steepness of this slope, there are guard rails along Main Street in this area. The wetland/bog areas are now overgrown with trees and vegetation, which BCT would like to restore to a natural wetland (fresh marsh) habitat. The bog drains under the rail trail into Namskaket Marsh. **Att. 3.C. & 3.I.**

Restoration/protection of this parcel would contribute to the scenic and natural character of Brewster and will enhance the open-space value of these and nearby lands. The parcel is proximate to land already conserved, including 1700+ acres of contiguous open space owned and operated by the Massachusetts Department of Conservation and Recreation (DCR)- Nickerson State Park. It also abuts the DCR Cape Cod Rail Trail on its northern property boundary, which in turn abuts land owned and conserved by the Brewster Conservation Trust and connecting through to the 120+ acre Namskaket Marsh Town Conservation Area. **Att. 3.B.**

This East Brewster property had been on BCT's radar for strategic acquisition for the past 40 years since they received a donation of 21 acres on Mitchell Lane to the north. The late Ms. Marian Dalgarn inherited the property from her father Washington Chase (1913-2008) who lived to be 95 years old. He ran a campground and cranberry bog on the property after World War II for most of his remaining years. BCT intends to purchase and protect in perpetuity, this highly visible, strategically located upland and wetland property with the potential to be the most visible bog to marsh ecorestoration project on Cape Cod, along the historic Old Kings Highway. **Att. 3.G. & 3.H.**

2. CPA GOALS/CRITERIA:

The goals of this project encompass a number of the Community Preservation general criteria areas for community preservation and enhancement serving the purposes of Open Space and Recreation; saving resources that would otherwise be threatened; leveraging public funds and enhancing existing Town resources; all contributing to the preservation of Brewster's unique character.

Preservation of these 12.36 acres will provide:

Open Space Protection by:

Permanently protecting important wildlife habitat, including areas of significance for biodiversity, diversity of geological features and types of vegetation, containing a habitat type that is in danger of vanishing from Brewster or preserving habitat of threatened or endangered species of plants or animals

Biodiversity.

The parcel lies in close proximity (200 to 300 feet) to areas designated as BioMap Rare Species Core Habitat and BioMap Critical Natural Landscape 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.

This parcel connects hydrogeologically to land conserved by the Brewster Conservation Trust and Town of Brewster at Namskaket Marsh, part of an Area of Critical Environmental Concern. **Att. 3.E.**

The parcel is also home to rare Eastern Box turtles (*Terrapene carolina carolina*, a species of Special Concern), Fishers, coyote dens, and waterfowl, all documented by retired biology professor, current landowner David Dalgarn **Att. 3.L2.**

Water Quality And Wetlands

Protection of vegetated upland buffers can help maintain water quality within wetlands and connected groundwater. In turn, protected wetlands can improve water quality by removing pollutants from surface water runoff from surrounding property. The wet meadow wetlands on the parcel provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

Habitat Restoration

Protecting the parcel 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. BCT would like to explore the restoration of the bog, back to its natural wetland (fresh marsh) habitat.

Unique soils

The parcel specifically encompasses 5 acres± of Farmland of Unique Importance and 4.7 acres± of Prime Forest Land as identified by the USDA Natural Resources Conservation Service. The protection of the property will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws. **Att. 3.D. & 3.F.**

Enhancing or protecting wildlife corridors, promoting connectivity of habitat and prevent fragmentation of habitats.

As indicated above, this parcel is proximate to land already conserved, including 1700+ acres of contiguous open space owned and operated by the Massachusetts Department of Conservation and Recreation (DCR)- Nickerson State Park. It also abuts the DCR Cape Cod Rail Trail on its northern property boundary, which in turn abuts land owned and conserved by the Brewster Conservation Trust and connecting through to the 120+ acre Namskaket Marsh Town Conservation Area. The Chase Bog knits these lands together allowing wildlife corridors to connect from NSP thru to the saltmarshes. **Att. 3.K.**

Preservation of these 12.36 acres will also provide:

Recreational Benefits by:

- Providing opportunities for passive recreation and environmental education available to all ages of Brewster residents and visitors.**
- Providing connections with existing trails or potential trail linkages connects to conservation areas**
- Preserving scenic views or bordering a scenic road.**

When the Town of Brewster updated its Open Space and Recreation Plan (OSRP) in 2021, additional goals were added including preservation of a variety of rural recreational activities and high-quality natural environments in close proximity to all residential areas. It stresses that recreation opportunities are incredibly important for a healthy and vibrant community. Recreation provides a common ground focused on inclusivity while fostering a culture of health and well-being in our community. Residents are looking for more

recreational opportunities for all ages. Respondents to the OSRP survey highlighted the need for future open space and recreational planning to focus on walking and hiking trails, specifically those that are accessible. The Brewster Vision Plan also highlights the need for more walking trails.

Public Access

The Massachusetts Statewide Comprehensive Outdoor Recreation Plan (SCORP) is a planning document that discusses the available recreational resources in the Commonwealth, along with the needs of its residents, and identifies the gap between them. This land acquisition will support the SCORP trail initiative by providing an easily available new trail that connects to a number of existing trail systems. The state has indicated that Brewster needs to provide more accessible trails and this parcel lends itself to an interior ADA-feasible trail leading from the Cape Cod Rail Trail to see the bog. Public access to the parcel will be allowed for passive outdoor recreation, education, and nature study. **Att. 4.A-4.D.**

The property abuts 1,100 feet of the DCR Cape Cod Rail Trail, preserving scenic vistas for users of the rail trail and providing the opportunity to expand walking rail connections between Nickerson State Park, the Rail Trail and Cape Cod Bay beaches

- Is across Main Street from 1700+ acres of contiguous open space owned and operated by the State Division of Conservation & Recreation (DCR) as Nickerson State Park, the most popular campground in the DCR system;
- Abuts the DCR Cape Cod Rail Trail, the most popular DCR facility on Cape Cod;
- Fronts on Route 6A for 600 feet, protecting a rural scenic view enjoyed by 12,000 motorists (average) each day, in the Old Kings Highway Regional Historic District, the largest historic district in the US;
- Fronts Route 6A, named one of ten Most Outstanding Scenic Byways in America in 1993 **Att. 3.J.**

3. COMMUNITY BENEFITS:

This acquisition will provide multiple benefits to numerous populations. The current population of Brewster (9,765 - Town Clerk, Jan 2024) will benefit, as will Brewster's 35,000+ annual visitors, many of whom will be able to enjoy this area.

Brewster voters have been approving land acquisition for over 60 years, accumulating over 1,200 acres to protect their drinking water and surface waters, wildlife corridors, rare and endangered species habitats, seacoast and massive recreation areas. This parcel has been identified as important for habitat and wildlife corridor protection, as well as providing excellent recreational trail connections. It has been endorsed by the Select Board, Town Manager, Natural Resources Department, Conservation Commission, and Open Space Committee.

Recent Town of Brewster surveys found that residents value the preservation of public lands for accessible peaceful recreation. In 2018, the Town completed the Vision Plan, the result of a significant public participation process which included three series of workshops and a public survey to gauge the importance of actions to achieve the vision. The Vision Plan is built on eight "building blocks", one being Open Space. These building blocks received the highest rankings of importance in the public survey. Throughout the planning process, citizens noted the contribution of open space to Brewster's character, the protection of water resources and natural habitat, and passive recreation.

In 2021 The Town updated its Open Space and Recreation Plan in 202, including a survey of Brewster residents to obtain their views on the Town's open space and recreation priorities. Pertinent goals and objectives from the updated OSRP include:

For Open Space:

- Provide more walking trails and expand ADA access to recreational areas.
- Provide open space and recreation opportunities that maintain Brewster's rural character
- Acquire and protect upland wooded, open field, coastal, and wetland parcels that preserve and enhance community character.
- Protect open space for the purpose of preserving Brewster's unique and fragile ecological habitats and augment the Town's network of wildlife corridors.

Brewster Conservation Restriction Program

Brewster has adopted a Conservation Restriction Program 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:

- o prevent the cutting of trees;
- o preserve a scenic view;
- o prevent disturbance of wetlands;
- o preserve important natural habitats; and,
- o 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. The Wildlife and Plant Habitat Goal will be advanced because the property contains important pine-oak woodland upland and wetland habitat and is in close proximity to Natural Heritage and endangered species Program (NHESP) Priority Habitat of Rare Species, and BioMap Core Habitat and 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. The Town of Brewster values land conservation and the preservation of open space to maintain the Town's rural, small town character. The Town also values increasing the quantity and quality of its open space -- looking at high priority ecological contributions of properties.

Consistency with Clearly Delineated State Conservation Policy

The protection of the parcel supports the Massachusetts Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2017 goal to support the Statewide Trails Initiative, specifically, to support the acquisition of land and development of new open spaces that can provide or connect with a trail network. This objective is supported by providing the opportunity to expand walking rail connections between Nickerson State Park, the Cape Cod Rail Trail and Cape Cod Bay beaches.

Climate Change Resiliency

The majority of this parcel (two thirds) is identified as an area of average to slightly above 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. Preventing clearing of the forested areas also helps to moderate temperatures, an important factor in mitigating climate change. Climate resilience will be enhanced by preserving this wetland and restoring the old bog back to a more natural wetland with freshwater marsh and shrubs. Some of these wetlands have reverted to their natural vegetative state and now provide important wildlife habitat, flood control and storm damage prevention, and work to greatly improve water quality. **Att. L1.**

For Recreation:

- Provide a variety of recreation and open space opportunities to promote healthy and active lifestyles for Brewster residents, ensuring equitable access for all users and abilities.
- Acquire and protect lands of recreational value.
- Enhance walking and biking opportunities that connect residential areas with open space and recreational resources.

This property meets these goals in providing connections to Town, BCT and state open space, preserving rare and native species, allowing for both open space and recreational opportunities, and offering members of the community options for local walking and birding activities. Connecting resources with walking and biking networks allows residents to access areas without using their vehicles, which helps reduce air pollution and promotes healthier choices. The state has indicated that Brewster needs to provide more accessible trails and this parcel lends itself to an interior ADA-feasible trail leading from the Cape Cod Rail Trail to see the bog. This acquisition fits squarely within these goals and purposes, clearly reflecting the priorities and vision of Brewster’s residents.

Massachusetts Statewide Comprehensive Outdoor Recreation Plan SCORP 2017

The most recent SCORP identified several priority goals, including the goal of providing open space access to underserved areas. Brewster is an Environmental Justice community and has protected open space acres per capita that is about average in the county.

The SCORP supports an increase in trails statewide, increase in water-based activities, and conservation of properties that allow community members and individuals within the neighborhood to experience outdoor recreation close to home. Specifically, the Washington Chase Bog purchase will conform with the Plan’s Goal of “Supporting the Statewide Trails Initiative” with Objectives: 1) Support the acquisition of land and development of new open spaces that can provide a trail network and 2) Fill in the gaps of existing trail networks. In addition, the extensive residential areas of East Brewster will benefit from this new open space closer to their homes.

Protecting a State Priority Preservation Area/Support of Cape Cod Commission's Regional Policy Plan

The Cape Cod Commission's 2018 Regional Policy Plan (RPP) guides development and land use in the county. Protection of this property supports the RPP's goals: 1) (wildlife and plant habitat) to protect, preserve or restore wildlife and plant habitat to maintain the region's natural diversity, 2) (open space) to maintain or increase the connectivity of open space, and 3) (open space) to conserve, preserve or enhance a network of open space that contributes to the region's natural and community resources and systems."

Massachusetts Heritage Landscape Inventory Program Further, this purchase will protect the road frontage along Main Street, a Town Scenic Road identified in the 2007 Massachusetts Heritage Landscape Inventory Program for Brewster as a Transportation feature worthy of protection in the plan.

Working with Native American Tribes

The Brewster Conservation Trust has been in negotiation with the Native Land Conservancy, Inc. on a Cultural Agreement to work together on reviewing properties of mutual interest for their cultural significance and to develop educational programs together to inform the public about the cultural significance of these BCT properties, and the importance of the history of Native peoples on these lands. BCT also helped to financially sponsor the NLC in its founding year of 2012, incorporating properties such as the Washington Chase Bog. Working with BCT to further inform residents and visitors about the cultural significance of Brewster properties would serve to support and enhance Brewster’s inclusion and diversity goals.

COMMUNITY SUPPORT:

The Brewster Conservation Trust (BCT) has a full-time Land Stewardship Director, assisted by an AmeriCorps member and an active covey of volunteers/trail crew. A volunteer Land Monitor walks their trails at least monthly and reports on any management issues.

BCT will own the parcel, while Brewster will purchase a perpetual Conservation Restriction. The Town Select Board, Town Manager, Natural Resources Department, Conservation Commission, and Open Space Committee support this purchase of a Conservation Restriction.

Letter of Support is **Att. 6**.

5. CREDENTIALS:

The Brewster Conservation Trust will have custody and control of this conservation area. The Town of Brewster will hold the Conservation Restriction, which will enable it to also participate in the management of this conservation area.

6. TIMELINE:

May 2023	Offer accepted by Dalgarn
July 2023	State Conservation Partnership Grant submitted. By BCT
October 2023	Purchase and Sale signed between BCT and property owner
November 2023	State grant awards announced
Dec 2023	State contract signed
February 2024	CPC application for Funding for CR
May 2024	Town Meeting approval
June 2024	CR approved for local signatures
June 2024	Brewster Conservation Trust purchases property; CR conveyed to Town of Brewster
July-2024	Dedication/celebration

An Appraisal of the property's value by a licensed appraiser using customary appraising techniques is **Att. 8**

Appraisal Summary:

CATHERINE HAMMOND
APPRAISAL COMPANY OF CAPE COD, INC.
170 ROUTE 6A, PO BOX 1655
ORLEANS, MASSACHUSETTS
PHONE (508) 255-8822

Opinion of Market Value: \$800,000 June 19,2023

**The Brewster Open Space Committee
February 9, 2024**

LIST OF ATTACHMENTS

- 1. Town Meeting Article** (draft) authorizing CR purchase (to be voted May 2024)
- 2. Select Board Letter of Support for Conservation Restriction**
- 3. Resource Maps**
 - A. USGS Topographic Locus Map: USGS 1974 Harwich MA Quadrangle USGS
 - B. Assessor's 2023 Locus and Road Map
 - C. 2014 Aerial Photo
 - D. USGS Surficial Geology Map, 1962
 - E. 22022 Assessing Map showing BioMap Core Habitat and BioMap Critical Natural Landscapes
 - F. Primal Forest Soils
 - G. Survey Plan of Record, 1989
 - H. Updated Survey Sketch Locus 2024
 - I. Freshwater Wetlands indicating 50' and 100' Buffer Zones
 - J. Old Kings Highway Regional Historic District
 - K. Protected Open Space
 - L.1. Climate Resilience -The Nature Conservancy
 - L.2. Mesa -Listed Rare Species Documentation – Eastern Box Turtle – *Terrapene carolina carolina*
- 4. Site Photographs, 2023**
 - A. Boundary Abutting Cape Cod Rail Trail – Washington Chase Bog
 - B. Overgrown Wetland – Washington Chase Bog
 - C. Interior Vehicle Tracks – Washington Chase Bog
 - D. Trail Visitor – Washington Chase Bog
- 5. Conservation Restriction Forms**
Draft Conservation Restriction –Brewster Conservation Trust to Town Conservation Commission
(first page only)
- 6. Letter of Support**
Brewster Conservation Commission: Michael Tobin, Chair
- 7. Site Background: Deed of Record**
- 8. Appraisal Report:**
CATHERINE HAMMOND Appraisal Company of Cape Cod, Inc. – June 2023 (excerpt)Value of land

ARTICLE NO. XX:**CONSERVATION RESTRICTION ACQUISITION: 0 MAIN STREET**

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 126 as Parcel 4, 5 and 9 located at 0 Main Street, and a portion of the parcel currently designated on the Brewster Assessors' Map 114, Parcel 60 located at the rear of 3571 Main Street in Brewster, Barnstable County, Massachusetts, consisting of 12.36 acres as shown on a plan of land entitled, "Survey and Plan of Land in Brewster, Mass. as claimed by Washington E. & Mary F Chase, Scale 1 in = 60 ft. March 10, 1989, East Cape Engineering, Orleans MA." and recorded in the Barnstable County Registry of Deeds as Plan Book 459, Page 75, and as more particularly shown as Lot 2 and Lot 3 on a plan of land entitled, "Lot Study Sketch for Property at 3571 Main St, Brewster, MA 02631 Prepared for Brewster Conservation Trust, Scale 1 in. = 80 ft, July 3, 2023, Soule Land Surveying." 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 Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) to pay costs of this acquisition, and all other costs incidental and related thereto; further, 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)

Attachment 1. Town Meeting Article (draft) authorizing CR purchase (to be voted May 2024):



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

Office of the:
Select Board
Town Manager

February 12, 2024

To the Brewster Community Preservation Committee:

Re: Washington Chase Bog Property

On February 7, 2024, the Brewster Select Board unanimously voted to support the Open Space Committee's request for \$225,000 in Community Preservation Act (CPA) funding to purchase a conservation restriction on 12.36 acres of the Washington Chase Bog property at 3571 Main Street.

The Brewster Conservation Trust's acquisition of this parcel, in conjunction with their plan to establish 3 deed-restricted affordable homes in partnership with Habitat for Humanity houses on the remaining 1.58 acres, will achieve two of the Select Board's priority goals - adding housing and conserving open space. The Select Board applauds Brewster Conservation Trust's plan to conserve and restore this former cranberry bog and preserve an area of open space that can be enjoyed by the public.

Community Preservation Act (CPA) funding helps our community plan a sustainable future. Your efforts to date have shaped Brewster in many important ways, and we believe this request is worthy of your support.

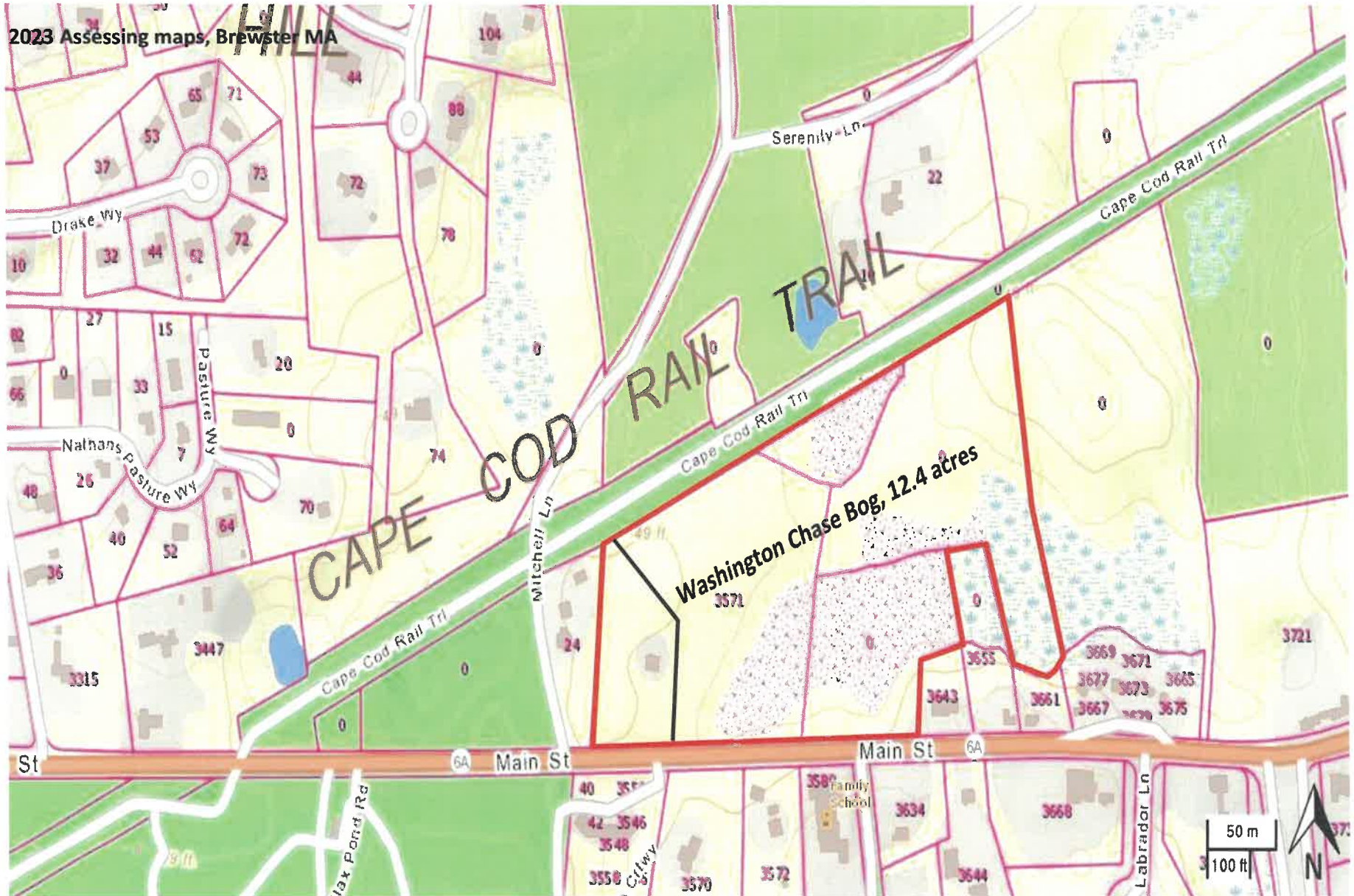
Respectfully,

Ned Chatelain

Attachment 2. Select Board Letter of Support for Conservation Restriction:



ATTACHMENT 3 A: USGS Topographic Locus Map: USGS 1974 Harwich MA Quadrangle USGS – Washington Chase Bog



NOTE: BCT will purchase all 14 acres, but this grant application is only for the 12.4 acres

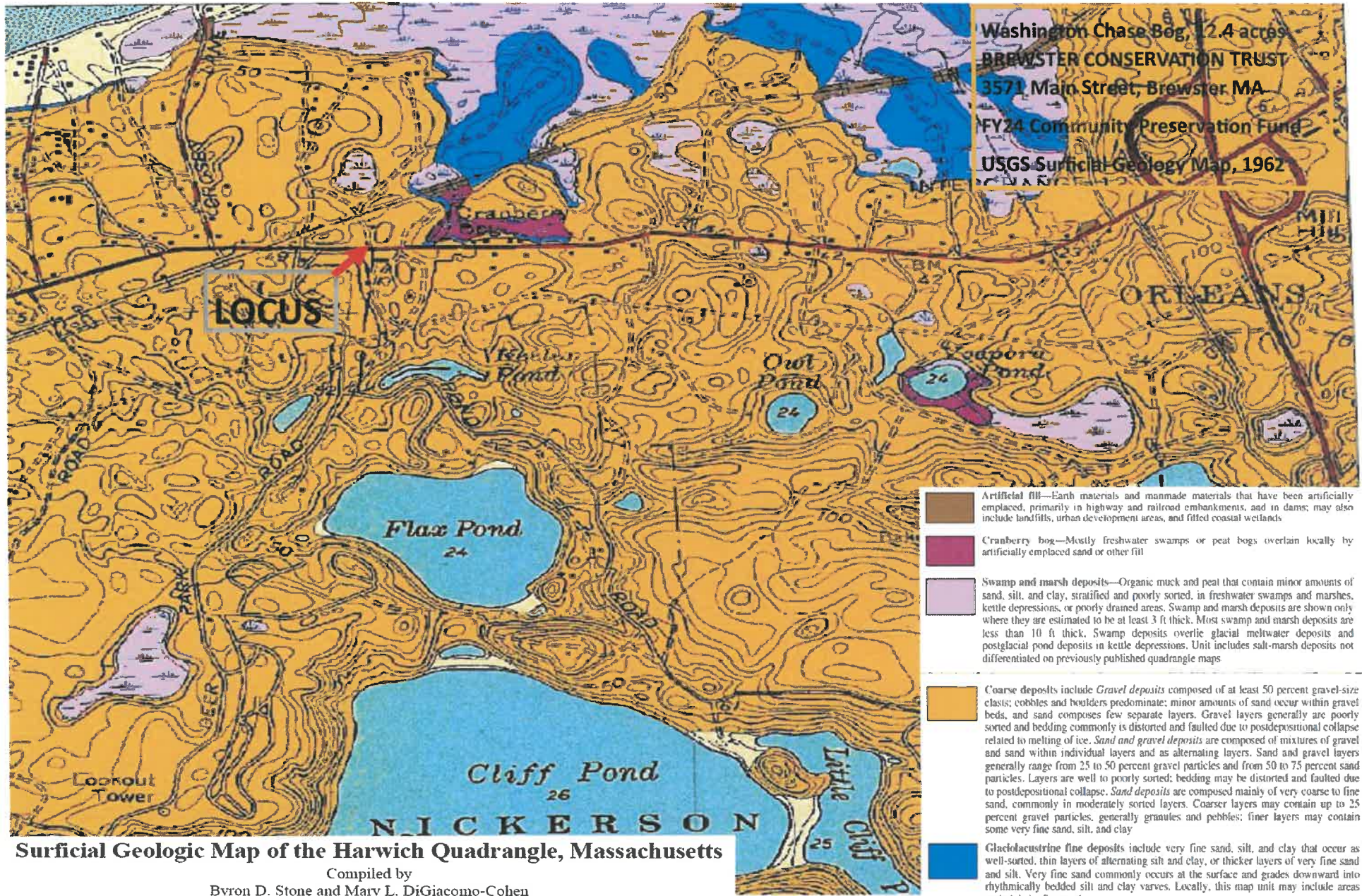
ATTACHMENT 3 B: Assessor's 2023 Locus and Road Map – Washington Chase Bog



2014_ortho_imagery

ATTACHMENT 3 C: 2014 Aerial Photo - Washington Chase Bog

ATTACHMENT 3 D: USGS Surficial Geology Map, 1962 – Washington Chase Bog

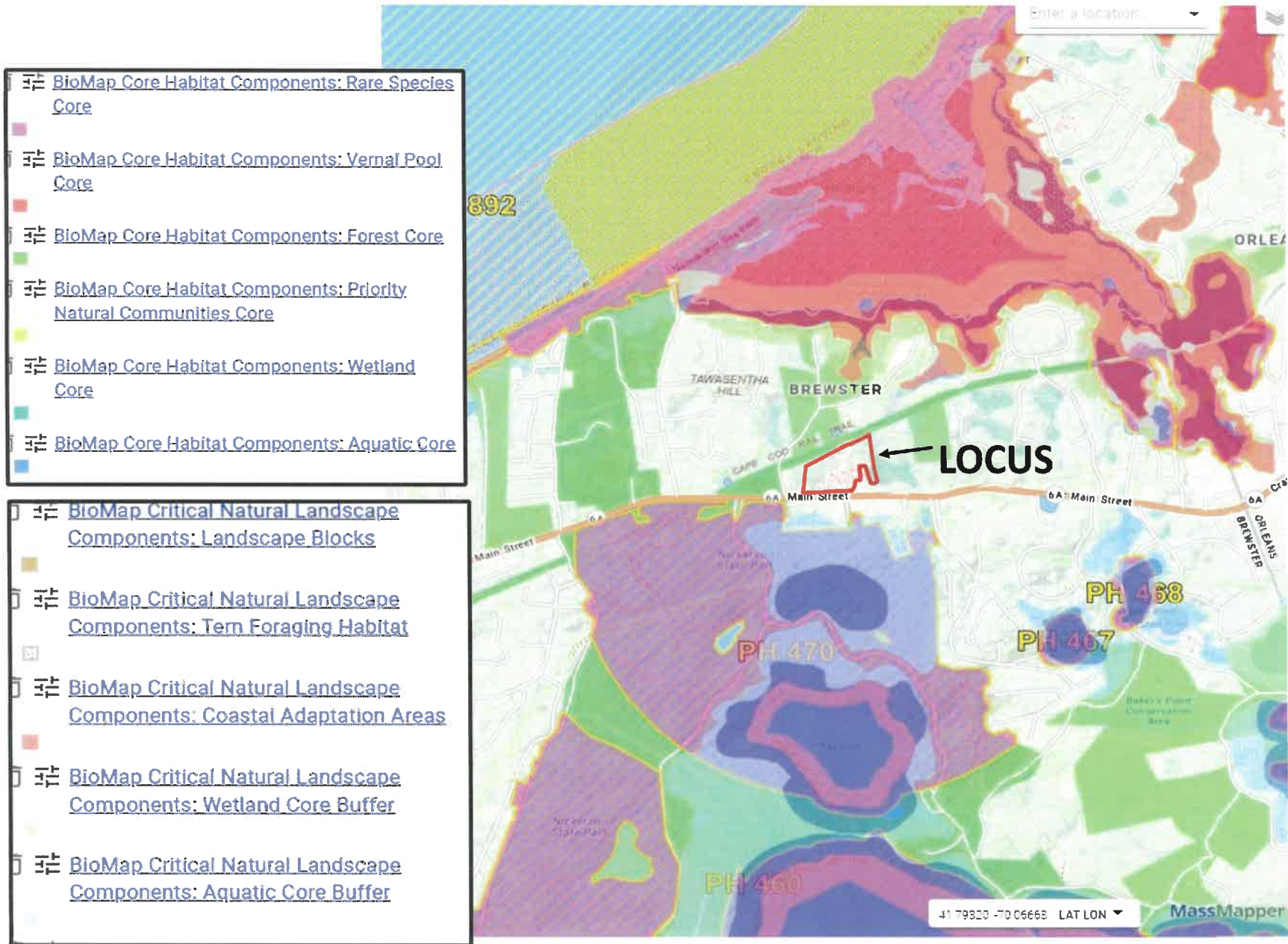


Washington Chase Bog, 12.4 acres
BREWSTER CONSERVATION TRUST
 3571 Main Street, Brewster MA
 FY24 Community Preservation Fund
 USGS Surficial Geology Map, 1962

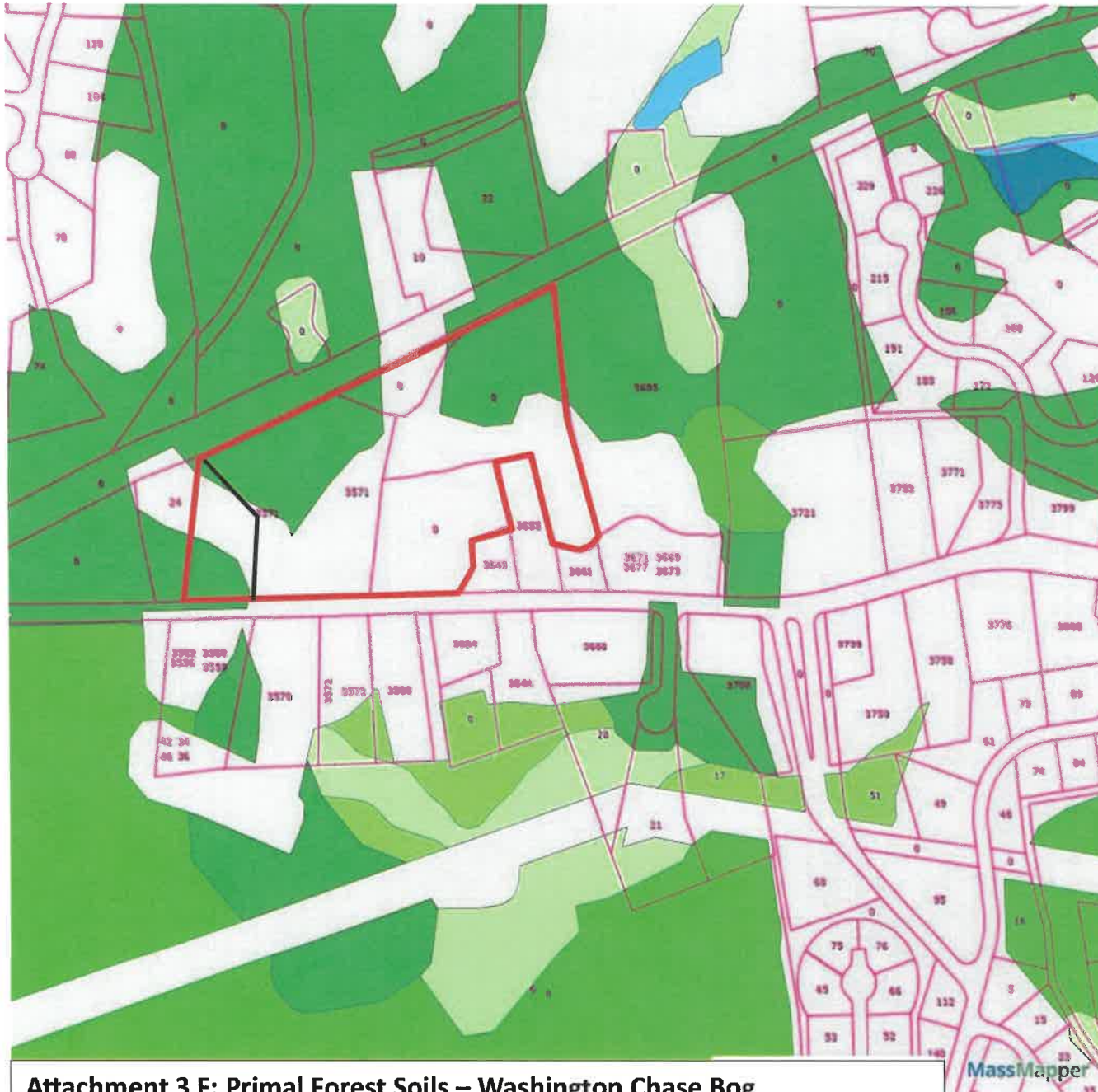
- Artificial fill—Earth materials and manmade materials that have been artificially emplaced, primarily in highway and railroad embankments, and in dams; may also include landfills, urban development areas, and filled coastal wetlands
- Cranberry bog—Mostly freshwater swamps or peat bogs overlain locally by artificially emplaced sand or other fill
- Swamp and marsh deposits—Organic muck and peat that contain minor amounts of sand, silt, and clay, stratified and poorly sorted, in freshwater swamps and marshes, kettle depressions, or poorly drained areas. Swamp and marsh deposits are shown only where they are estimated to be at least 3 ft thick. Most swamp and marsh deposits are less than 10 ft thick. Swamp deposits overlie glacial meltwater deposits and postglacial pond deposits in kettle depressions. Unit includes salt-marsh deposits not differentiated on previously published quadrangle maps
- Coarse deposits include *Gravel deposits* composed of at least 50 percent gravel-size clasts; cobbles and boulders predominate; minor amounts of sand occur within gravel beds, and sand composes few separate layers. Gravel layers generally are poorly sorted and bedding commonly is distorted and faulted due to postdepositional collapse related to melting of ice. *Sand and gravel deposits* are composed of mixtures of gravel and sand within individual layers and as alternating layers. Sand and gravel layers generally range from 25 to 50 percent gravel particles and from 50 to 75 percent sand particles. Layers are well to poorly sorted; bedding may be distorted and faulted due to postdepositional collapse. *Sand deposits* are composed mainly of very coarse to fine sand, commonly in moderately sorted layers. Coarser layers may contain up to 25 percent gravel particles, generally granules and pebbles; finer layers may contain some very fine sand, silt, and clay
- Glaciolacustrine fine deposits include very fine sand, silt, and clay that occur as well-sorted, thin layers of alternating silt and clay, or thicker layers of very fine sand and silt. Very fine sand commonly occurs at the surface and grades downward into rhythmically bedded silt and clay varves. Locally, this map unit may include areas underlain by fine sand

Surficial Geologic Map of the Harwich Quadrangle, Massachusetts

Compiled by
 Byron D. Stone and Mary L. DiGiacomo-Cohen
 2009



ATTACHMENT 3 E: 2022 Assessing Map Showing BioMap Core Habitat and BioMap Critical Natural Landscapes – Washington Chase Bog



NOTE: The northern half of the locus 12.36 acres includes Prime 1 forest soils.

■ Prime 1

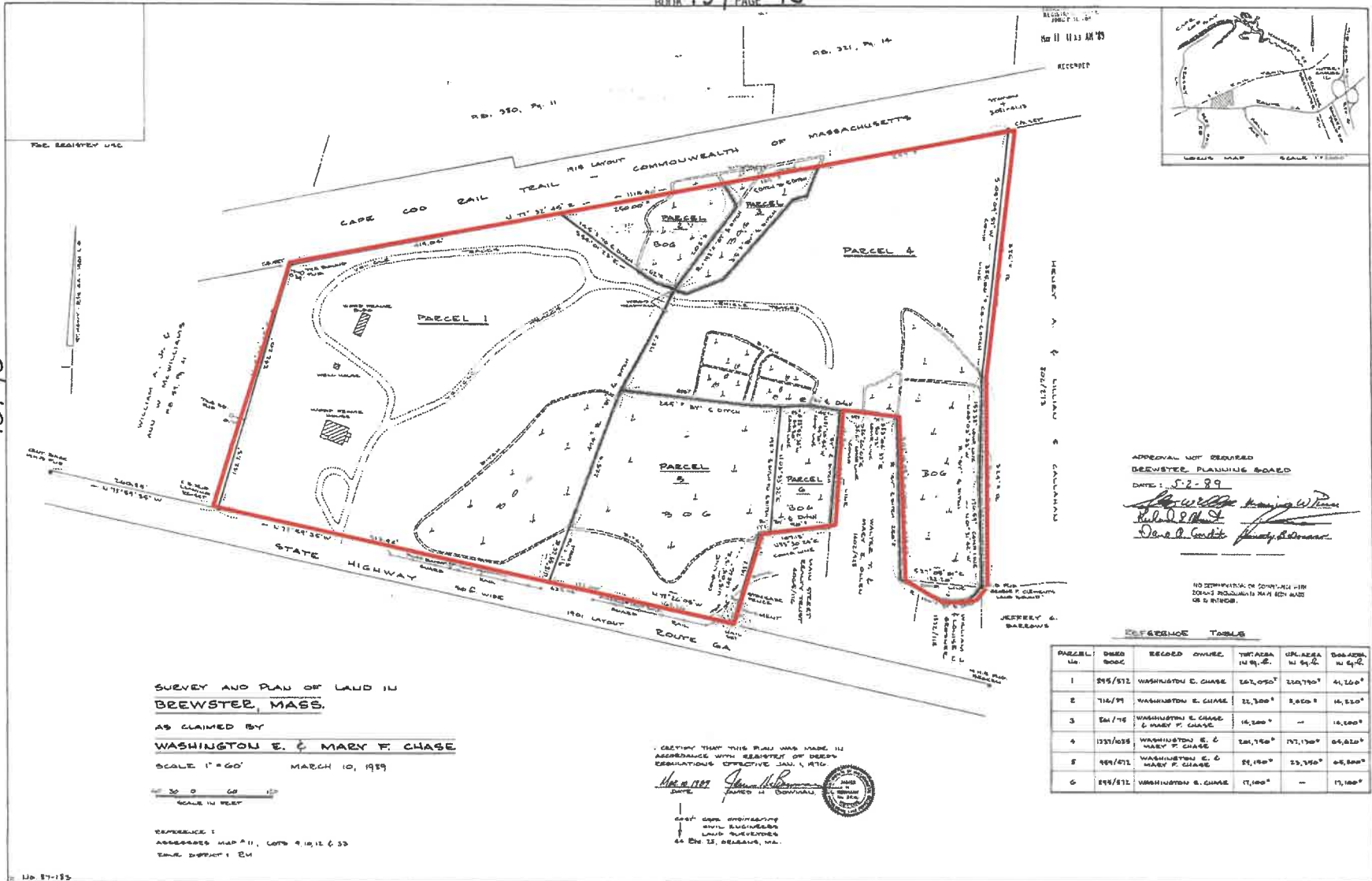
Prime Forest Land

- Prime 1
- Prime 2
- Prime 3
- Statewide Importance
- Local Importance
- Prime 3 Wet
- Statewide Importance Wet
- Local Importance Wet
- Unique Wet
- Non-Forested Land

Attachment 3 F: Primal Forest Soils – Washington Chase Bog

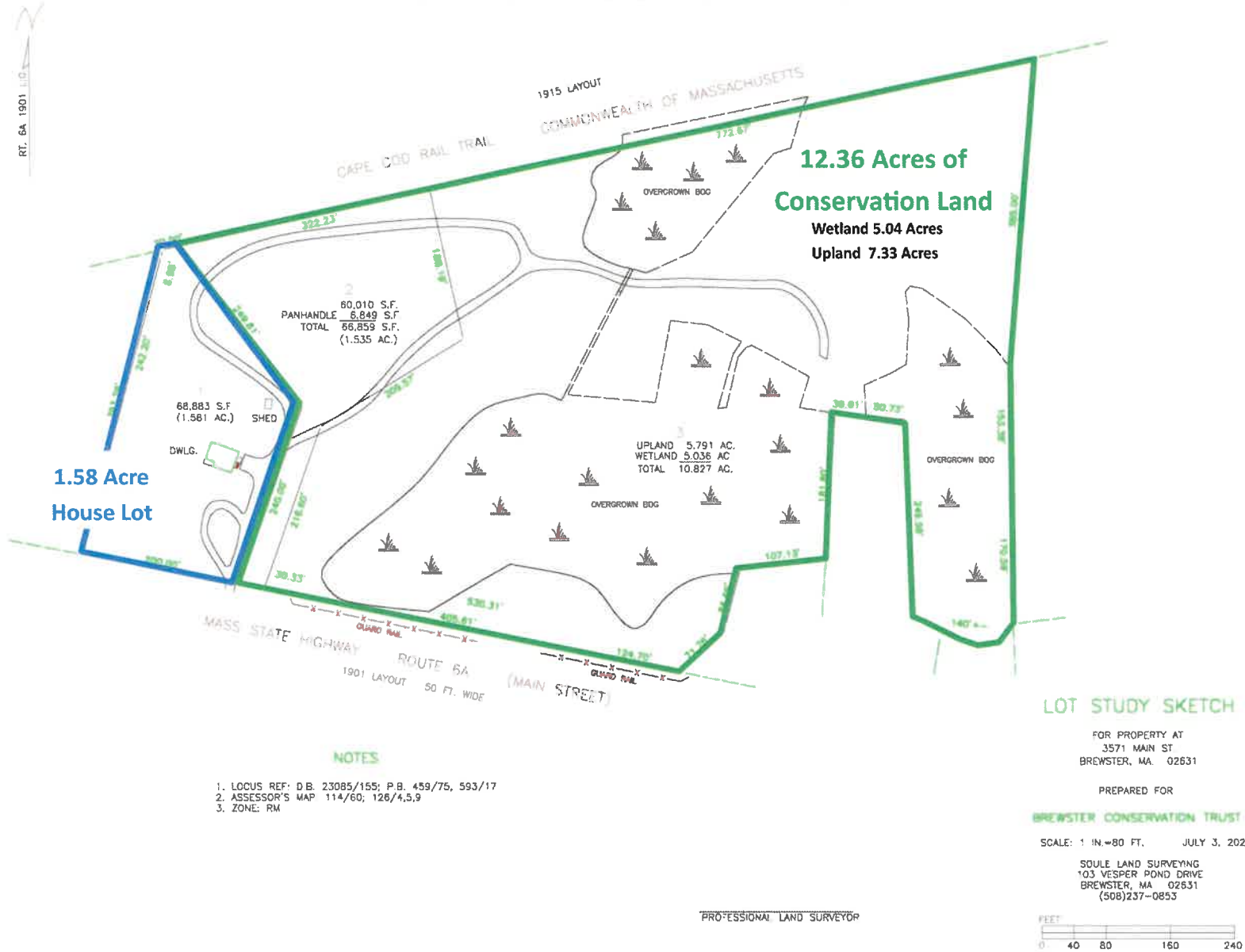
MassMapper

459-75



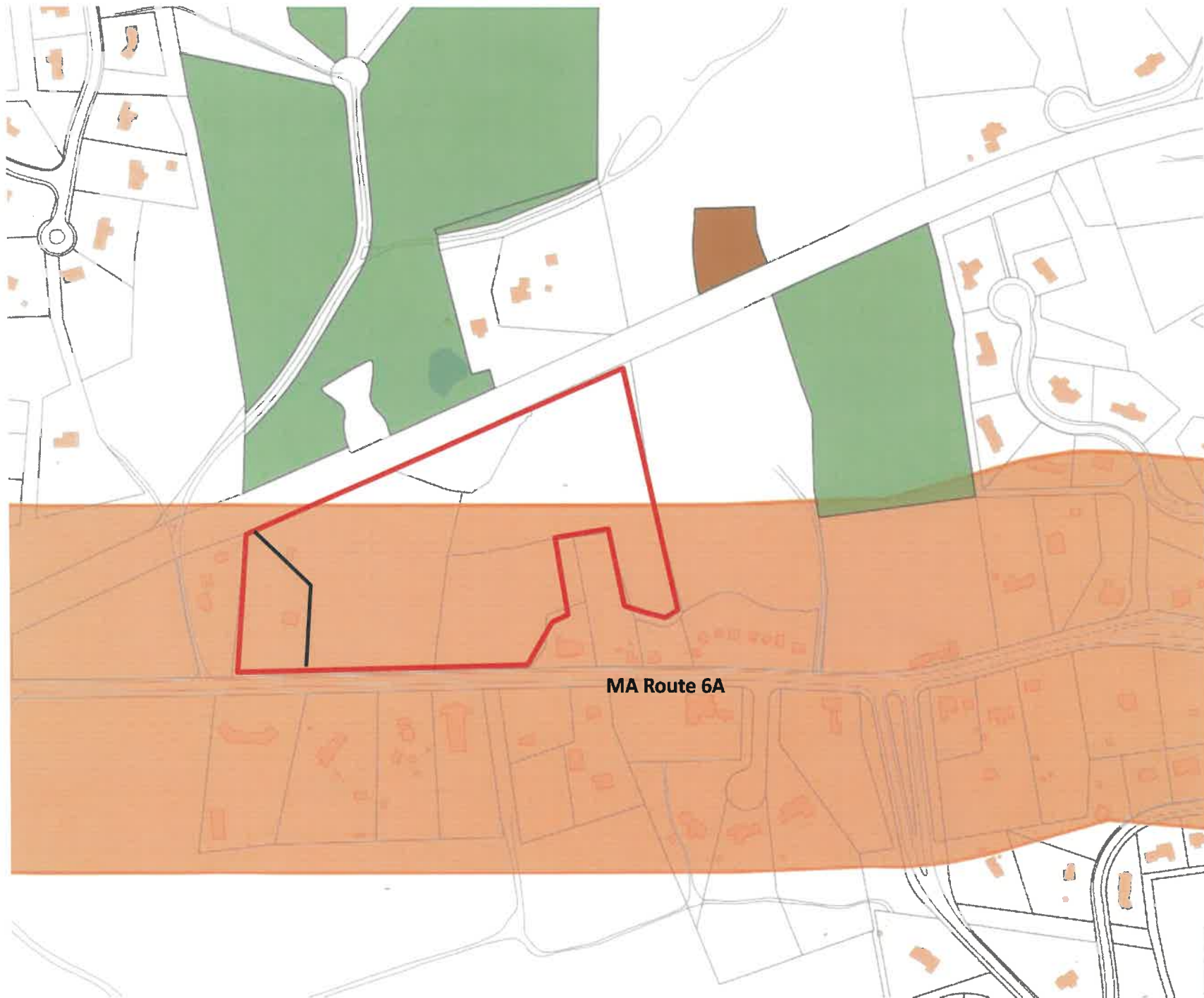
Attachment 3 G: Survey Plan of Record, 1989

CHASE BOG PROJECT





Attachment 3 I: Freshwater Wetlands Indicating 50' and 100' Buffer Zones – Washington Chase Bog



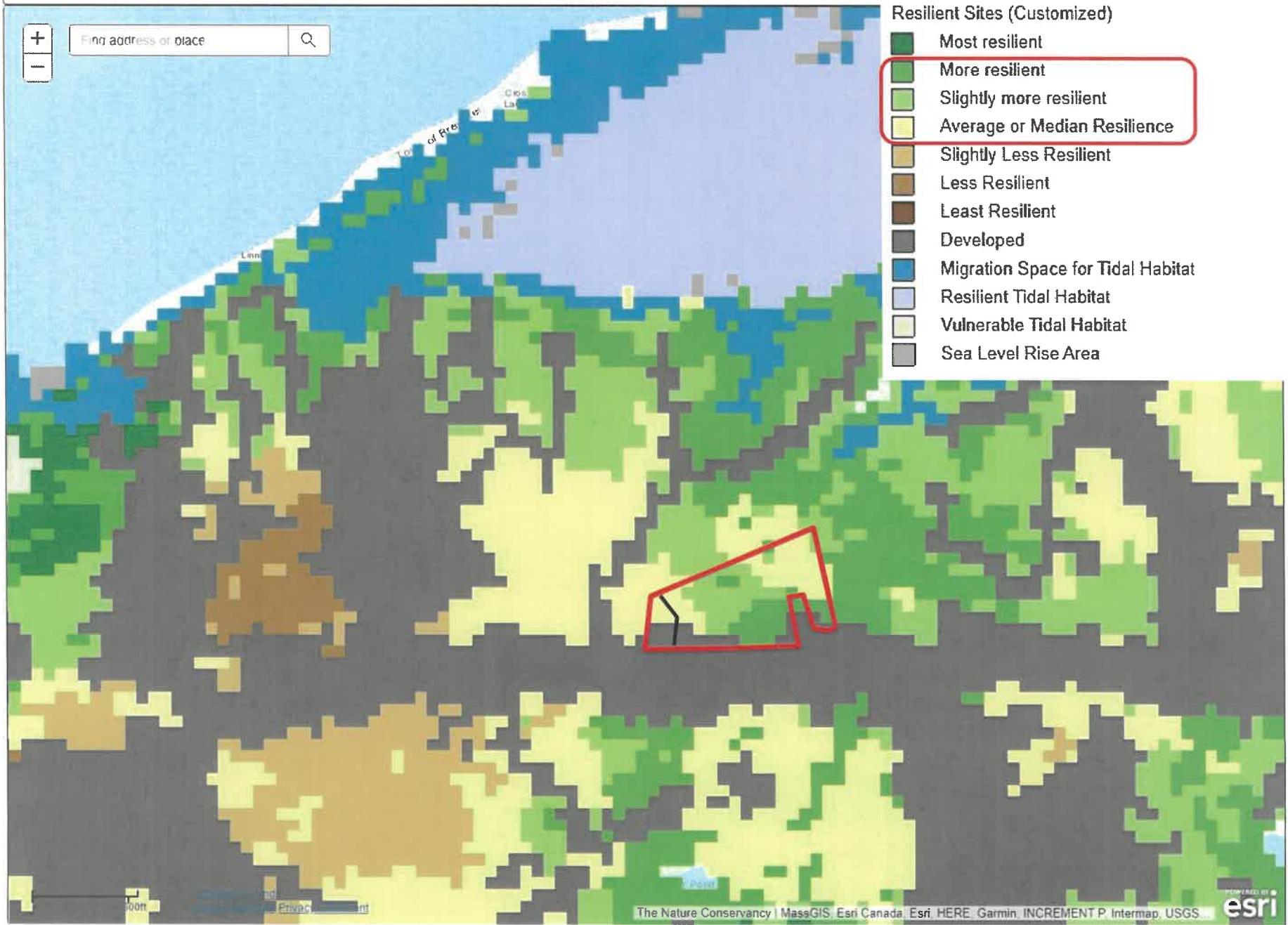
Attachment 3 J: Old King's Highway Regional Historic District – Washington Chase Bog



OpenSpace by Ownership Solid

- Federal
- DCR-State Parks_Recreation
- DCRS/DFG
- Department of Fish_Game
- DCR-Urban Parks_Recreation
- DCR-Water Supply Protection
- Department of Agricultural Resources
- Commonwealth of Massachusetts
- County
- Municipal
- Public Non-Profit
- Land Trust
- Conservation Organization
- Non-Profit
- Private

Attachment 3 K: Protected Open Space – Washington Chase Bog



Attachment 3 L1: Climate Resilience – The Nature Conservancy – Washington Chase Bog

September 10, 2015

Hello Mark,

Thanks for stopping by today. Attached are two box turtle photos. Turtle 1's shell was approximately 5-6 inches long on the long axis while turtle 2's shell was only 2.5 inches long on the long axis. Turtle 1's photos was taken on July 28 along the road behind our house while turtle 2's photo was taken just three hours ago in our front yard (approximately 20 feet from where you were sitting). The white stuff on turtle 1's face was mushroom residue (looks like it has fangs).

David S. Dalgarn, Ph. D

ASSOCIATE PROFESSOR OF BIOLOGY (retired)

SAGINAW VALLEY STATE COLLEGE, UNIVERSITY CENTER MI



**Attachment 3 L2: Mesa Listed Rare Species
Documentation – Eastern Box Turtle -
(*Terrapene carolina carolina*) - Washington
Chase Bog**



4A. Boundary abutting Cape Cod Rail Trail – Washington Chase Bog



4B. Overgrown Wetland – Washington Chase Bog



4C. Interior Vehicle Tracks – Washington Chase Bog



4D. Trail Visitor – Washington Chase Bog

Washington Chase Bog Conservation Restriction Brewster, Mass.

DRAFT

GRANTOR: Trustees of the Brewster Conservation Trust

GRANTEE: Town of Brewster, Conservation Commission

ADDRESS OF PREMISES: Lot 2 and Lot 3, 3571 Main Street (MA Route 6A), Brewster, MA

FOR GRANTOR'S TITLE SEE: Barnstable County Registry of Deeds at Book _____, Page _____.

FOR GRANTOR'S PLAN SEE: Barnstable County Registry of Deeds at Book _____, Page _____.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

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, MICHAEL T. LINDGREN, 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, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, 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 _ of the _____ Town Meeting of the Town of Brewster, an attested copy of which is attached hereto as Exhibit C and, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns

("Grantee"), for consideration of TWO HUNDRED AND NINETY FIVE THOUSAND and 00/100 DOLLARS (\$295,000.00), 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 the entirety of a 12.4-acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Town of Brewster Town Meeting held on _____, an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the Town of Brewster.

Attachment 5. Draft Conservation Restriction - Brewster Conservation Trust to Town Conservation Commission to (first page only)

Attachment 6. Letter of Support: Conservation Commission

Open Space Committee - Community Preservation Committee Application: 0 Main Street/Washington Chase (Dalgam property)
Conservation Restriction February 9, 2024

620

Bk 23085 P 155 #41764

08-05-2008 @ 12:56p

QUITCLAIM DEED

MARIAN DALGARN, 1693 Lathrup Avenue, Saginaw, MI 49638, as individual and as Executrix of the Estate of Washington E. Chase, Barnstable Probate No. 08P0174EP1, in consideration of ONE DOLLAR (\$1.00), paid, grants to MARIAN DALGARN and DAVID S. DALGARN, husband and wife as tenants by the entirety, of 1693 Lathrup Avenue, Saginaw, MI 49638, WITH QUITCLAIM COVENANTS, the land, together with the buildings thereon, in Brewster, Barnstable County, Massachusetts, bounded and described as follows:

Parcels 1 through 6 shown on "Survey & Plan of Land in Brewster, Mass. As Claimed By Washington E. & Mary F. Chase Scale 1" = 60' March 10, 1989 East Cape Engineering CE & LS", recorded with Barnstable County Registry of Deeds in Plan Book 459, Page 75.

Excepting therefrom Lot A, shown on "Plan of Land in Brewster, MA "as claimed by" Richard B. Winslow at April 28th, 2004", recorded in said Registry, Plan Book 593, Page 17, which was previously conveyed to Richard and Theresa Winslow. For title, see deeds recorded in Barnstable Registry of Deeds Book 7199, Page 166, Book 861, Page 75, Book 959, Page 472, death of Mary F. Chase, see Barnstable Probate Court No. 92P0727VE1, -and estate of Washington E. Chase, Barnstable Probate No. 08P0174EP1.

Property address: 3571 Main Street, Brewster, MA 02631.

WITNESS my hand and seal this sixteenth day of July, 2008.

Marian Dalgarn
Marian Dalgarn

RICHARD B. FERRY, LAWYER
P.O. BOX 960, 1172 MAIN ST
BREWSTER, MA 02631
PHONE 985-7971
FAX (985) 989-7301

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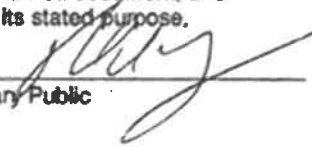
Attachment 7. Site Background: Deed of Record

Bk 23085 Pg 156 #41764

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE COUNTY, SS.

On this sixteenth day of July, 2008, before me, the undersigned notary public, personally appeared Marian Dalgarn, proved to me through satisfactory evidence of identification, which was State of Michigan Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public

My commission expires 12/19/2014



BARNSTABLE REGISTRY OF DEEDS

REAL ESTATE APPRAISAL REPORT

LOCATED AT

3571 MAIN STREET & 0 MAIN STREET
BREWSTER, MASSACHUSETTS

FOR

THE BREWSTER CONSERVATION TRUST

BY

CATHERINE HAMMOND
APPRAISAL COMPANY OF CAPE COD, INC.
170 ROUTE 6A, PO BOX 1655
ORLEANS, MASSACHUSETTS PHONE (508) 255-8822

DATE OF VALUE: JUNE 19, 2023 DATE OF REPORT: JULY 12, 2023

Appraisal Company of Cape Cod, Inc.
REAL ESTATE APPRAISAL AND CONSULTING

Residential
Commercial
Vacant Land
Expert WitnessBOX 1655, 170 ROUTE 6A
ORLEANS, MASSACHUSETTS 02653
(508) 255-8822 FAX (508) 255-9257
TOLL FREE (877) 760-8900
www.capecodappraiser.comMichael Sutton
Certified General Real Estate
Appraiser – MA Lic. #786
Mikesutton@capecodappraiser.com**Attachment 8: Appraisal (in part)**Open Space Committee - Community Preservation Committee Application: 0 Main Street/Washington Chase (Dalgarn property)
Conservation Restriction February 9, 2024

LETTER OF TRANSMITTAL

The Brewster Conservation Trust c/o Amy Henderson, Director
36 Red Top Road
Brewster, MA 02631

RE: 3571 Main Street and 0 Main Street, Brewster, MA

Dear Ms. Henderson:

Per your request, attached is an appraisal report of two building sites containing 12.36 acres located at 3571 Main Street and 0 Main Street, Brewster, MA. It is the portion of the properties and is shown as Lots #2 and #3 on the attached "Lot Study Sketch" (herein after referred to as "Sketch"). It is this Sketch that has been relied in this report for the property descriptions. Lots #2 and #3 are hereinafter referred to as the "subject property". The subject may also be identified as part of Parcels 114-60-0, 126-4-0, 1265-0 and 126-9-0 on the Town of Brewster Assessor's records. The subject property is also a portion of the lots shown as Lots #1 - #6 on a plan of land entitled "Survey and Plan of Land in Brewster, Mass. (hereinafter called "Plan") as claimed by Washington E. and Mary F. Chase. Scale 1 in. = 60 ft. October 1967" prepared by James Bowman, East Cape Engineering, Orleans, Mass. recorded at the Barnstable County Registry of Deeds (BCRD) in Plan Book 459 Page 75. This plan is hereinafter referred to as the "Plan" a copy of which is attached to this report. The owner of record is David S. Dalgarn. by virtue of a deed dated August 5, 2008, and recorded at the BCRD in Book 23085 Page 155 and the death certificate of Marian C. Dalgarn, recorded on December 8, 2022. A copy of the deed is attached to this report. The appraiser has been informed that the Brewster Conservation Trust intends to apply to the Commonwealth of Massachusetts LAND grant program to aid in the financing of the property.

I personally inspected the subject property on June 19, 2023, and I have gathered all the data I consider necessary to arrive at the value conclusions. There is a Hypothetical Condition to this report that Lots #2 and #3 can be subdivided from the 13.92-acre parcel to create a three-lot subdivision and that both sites can support a septic system for at least a five-bedroom home and that the subject site can connect to town water and the existing utilities on Main Street. There are no Extraordinary Assumptions to this report.

As a result of my investigation and my analysis of the information gathered, I estimate the market value of the subject property, as of the date of inspection, to be:

EIGHT HUNDRED THOUSAND DOLLARS
(\$800,000)

July 12, 2023

Date Catherine Hammond - Certified Residential
Real Estate Appraiser; MA License #1481

FY25 Budget Changes:

Levy Capacity as of 2.5.24	\$	51,085.00
Revenue Adjustments	\$	84,751.40
Expense Adjustments	\$	117,025.86
Current Levy Capacity (3.8.24)	\$	18,810.54
Per OG	\$	18,811.00
Variance Due to Rounding	\$	(0.46)

<u>Department</u>	<u>2.5.24</u>	<u>3.8.24</u>	<u>Increase / (Decrease)</u>
<u>Expenses</u>			
Health Insurance - Schools	\$ 1,923,355.06	\$ 1,955,710.06	\$ 32,355.00
Health Insurance - Town	\$ 2,331,860.00	\$ 2,386,670.00	\$ 54,810.00
Pension - Schools	\$ 431,244.54	\$ 442,443.86	\$ 11,199.32
Pension - Town	\$ 2,297,897.74	\$ 2,344,217.28	\$ 46,319.54
Human Services	\$ 13,107.00	\$ 13,111.00	\$ 4.00
Building Dept Wages	\$ 77,966.00	\$ 80,304.00	\$ 2,338.00
BAN Payment	\$ 180,000.00	\$ 150,000.00	\$ (30,000.00)
Net Expenses	\$ 7,255,430.34	\$ 7,372,456.20	\$ 117,025.86
<u>Revenue</u>			
Investment Income	\$ 150,000.00	\$ 225,000.00	\$ 75,000.00
Ambulance Revenue	\$ 1,079,092.00	\$ 1,077,652.00	\$ (1,440.00)
BAN premium revenue	\$ -	\$ 1,191.40	\$ 1,191.40
Increase Other Dept Rev	\$ 242,643.00	\$ 252,643.00	\$ 10,000.00
Net Revenues	\$ 1,471,735.00	\$ 1,556,486.40	\$ 84,751.40



Town of Brewster

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

Office of:
Select Board
Town Manager

MEMORANDUM

To: Select Board
From: Erika Mawn, Executive Assistant
RE: Select Board Policy updates, #64 and #65
Date: March 7, 2024

The Town Administration office continues to review the Select Board Policy Handbook and make recommendations on policies that require updates.

First Light Beach (Resident Only) Policy no. 64, was created in June of 2022 to allow residents beach access at the Cape Cod Sea Camps Bay parcel. When the parcel opened to the public, the Department of Public Works placed signage along the roadways throughout the property to prohibit parking unless in designated spaces. In recently reviewing our Regulations Governing Roadside Parking on Town Ways Near Town Landings (Policy no. 47), we realized we did not include the violations, penalties, and enforcement section in Policy no. 64. We have confirmed with the Chief of Police that this language is still accurate and should be included in this policy.

Additional updates to Policy no. 64 include that the parcel will be open from 6am until 8pm to coincide with the 2024 Community Pool hours. We have also included language provided by Town Counsel on the consumption and/or use of alcohol, marijuana, and illegal drugs in or on Town property.

Policy no. 65, Select Board Policy for Brewster Community Pool (Resident Only) was created in April 2023 to provide residents with the guidance specific to the property and pool facilities. The following updates are recommended for this policy:

- Update opening time from 7am to 6am daily; on select Friday and Saturday nights the pool and parking area may be open until 8pm to residents and guests who rent the pool for private events.
- Update information regarding pool passes to reflect the new process of pool membership verification and class check in with the pool attendant.
- Update information on alcohol, marijuana, and illegal drugs in or on Town facilities.



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Policy No. 64
Dated adopted: 06/13/22
Amended: 03/11/24

SELECT BOARD POLICY FOR FIRST LIGHT BEACH (RESIDENT ONLY)

A. PURPOSE:

The Town of Brewster purchased the Cape Cod Sea Camps Bay parcel in November 2021. In order to allow residents beach access for the 2022 season, the Town has created designated parking for up to 50 residents at the Bay Parcel. This will be the Town's first resident only beach and requires regulations that are specific to the former Cape Cod Sea Camps property. The Select Board has policy making authority over Town beach locations. The Public Beach area includes the beach, parking lot, and adjacent dunes and flats. Further, Town Meeting placed this entire property under the care, custody, and control of the Select Board.

B. RULES AND REGULATIONS:

1. Resident vehicle permits are required for access to resident parking at First Light Beach. Vehicles will enter through the main entrance off Route 6A and stop at the gate house to verify they have a valid resident parking permit. The gate attendant will limit the number of cars that are admitted to the maximum capacity of the new parking lot. Once the lot has reached capacity, additional vehicles will not be admitted and temporary signage to notify residents will be posted on Route 6A. The lot will reopen at the discretion of the gate attendant (ie. not one-for-one).
2. Parking is allowed in designated spaces only with valid resident permit. Vehicles must use the designated entrance and exit ways to enter and exit the beach. Vehicles are not permitted to park in any location other than the designated beach parking lot. Parking is only permitted in marked spaces. Parking is prohibited from blocking entrances to beach, walkways to beach, and emergency access, including on or adjacent to the access roads.
3. The beach and parking area will be open from **6am** to 8pm. No new vehicles will be allowed into the property after 6pm. Vehicles that remain in the parking lot after 8pm will be towed at owner's expense.

4. Visitors are allowed to enter the property on foot or by bicycle and should check in at the gate house. All visitors must exit the property by 8pm. Pedestrian and/or bicycle entry may be restricted by appropriate Town Agents as needed.
5. The entire parcel is not open for public use at this time. Accessing and/or using the property, other than the beach and related facilities, is prohibited. Exemptions to these parking and access restrictions apply to special events hosted and/or approved by the Town.
6. Spruce Hill access: Visitors accessing First Light Beach from Spruce Hill must have a valid parking permit and must park in a designated space. These visitors must use the existing path at Spruce Hill to access the beach.
7. The Natural Resources Department shall manage kayak racks at First Light Beach in a manner consistent with existing Town-wide regulations.
8. THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK. Please supervise children at all times within the public beach area, including in the water and on the flats.
9. Please keep off dune areas. These are areas which are subject to erosion from wind, water or traffic. Do not pick or disturb Sea Lavender, Beach Grass or other vegetation. Be aware of poison ivy, which is abundant. No feeding of waterfowl is allowed.
10. Per Board of Health Regulation, smoking is prohibited on all public bathing beaches, Town owned parks, playgrounds, playing fields and walking trails.
11. Per Board of Health Regulation, Animals and/or pets are not permitted at public ponds, landings beaches and tidal flats and the associated parking areas, or in unattended vehicles from May 15 to September 15. At all other times, owners are responsible for keeping pets leashed and for the removal of animal waste.
12. The consumption of marijuana (whether through smoking or edibles) and the use of illegal drugs is not permitted in or on Town facilities. No person shall possess alcohol, marijuana products or paraphernalia, or illegal drugs on Town Property. It is unlawful for any person to consume alcoholic beverages on public highways or in public parking places, including vehicles thereon, within the Town of Brewster.
13. Littering is prohibited. All refuse and recycling must be placed in a rubbish or recycling container. Please separate your refuse recycling

into the provided appropriate containers. Glass containers are not allowed on beaches. Household refuse may not be disposed of in beach refuse or recycling containers.

14. No person shall disturb the peace and tranquility of others. No lewd, obscene, profane, or indecent acts or language or excessive noise are permitted on Town property.
15. The damaging, defacing, or removing of any building, structure, or sign on Town property is not allowed. Violators will be prosecuted.
16. Selling, advertising, or giving away of goods or services on Town property is not allowed, except with written permission from the Select Board.
17. Tents, travel trailers, campers or other recreational vehicles are not allowed overnight on Town property. Vehicles over 22 ft are not permitted. Vehicles must fit within the painted lines.
18. Use of open fires or the use of fireworks is prohibited at all times, per the Fire Department.
19. Access to Town owned beach parking areas may be restricted at the discretion of the appropriate Town Agents at any time.

C. VIOLATIONS, PENALTIES, and ENFORCEMENT

Pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 22, whoever shall violate the provisions of this Regulation shall be subject to a fine in the amount of (\$40.00) Forty Dollars per occurrence.

Fines shall be issued in accordance with the provisions of Massachusetts General Laws, Chapter 90, §20A ¼ , wherein it shall be the duty of every police officer who takes cognizance of a violation hereunder, to forthwith give the offender a notice, which shall be in tag form as provided in said Section 20A ¼ , to appear before the Brewster Town Clerk at any time during regular office hours, not later than twenty-one (21) days after the date of such violation. Said tag shall be affixed securely to the motor vehicle and shall contain, but shall not be limited to, the following information: the make, color and registration number of the vehicle involved and the state of issuance of said registration number, the date, time and place of the violation, the specific violations charged, the name and badge number of the officer and his division, a schedule of established fines, instructions for the return of the tag and a notice which reads: "This notice may be returned by mail, personally or by an authorized person. A hearing may be obtained upon the written request of the registered owner.

Failure to obey this notice within twenty-one days after the date of violation may result in the non-renewal of the license to drive and the registration of the registered owner.”

The Brewster Police Department shall also have authority to tow the motor vehicle in the event it is not removed within four (4) hours of the issuance of the fine, or in the event the enforcing officer determines the vehicle is causing a public safety hazard.

The Brewster Town Clerk, a duly appointed Parking Clerk for the Town of Brewster, shall maintain a docket of all such notices to appear. Any person notified to appear before the Parking Clerk, as provided herein, may appear before such parking clerk, or their designee, and confess the offense charged, either personally or through an agent duly authorized in writing or by mailing to such Parking Clerk the notice accompanied by the fine provided therein. Payment of the fine established shall operate as a final disposition of the case.

Should any person fail to pay the fine, or having appeared desire not to pay the fine, the Parking Clerk shall forthwith schedule a hearing. Written notice of the date, time, and place of said hearing shall be sent by first-class mail to the registered owner. Said hearing shall be informal, the rules of evidence shall not apply, and the decision of the hearing officer shall be final subject to judicial review as provided by section fourteen of chapter thirty A of the General Laws.

The foregoing Regulation is adopted by the Brewster Select Board on this eleventh day of March 2024 and shall take effect after it has been published at least once in a local newspaper.

Approved by the Brewster Select Board:

Ned Chatelain, Chair

Mary Chaffee, Vice Chair

Kari Hoffmann, Clerk

David Whitney

Cynthia Bingham



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

Policy No. 64
Dated adopted: 06/13/22
Amended: 03/11/24

SELECT BOARD POLICY FOR FIRST LIGHT BEACH (RESIDENT ONLY)

A. PURPOSE:

The Town of Brewster purchased the Cape Cod Sea Camps Bay parcel in November 2021. In order to allow residents beach access for the 2022 season, the Town has created designated parking for up to 50 residents at the Bay Parcel. This will be the Town's first resident only beach and requires regulations that are specific to the former Cape Cod Sea Camps property. The Select Board has policy making authority over Town beach locations. The Public Beach area includes the beach, parking lot, and adjacent dunes and flats. Further, Town Meeting placed this entire property under the care, custody, and control of the Select Board.

B. RULES AND REGULATIONS:

1. Resident vehicle permits are required for access to resident parking at First Light Beach. Vehicles will enter through the main entrance off Route 6A and stop at the gate house to verify they have a valid resident parking permit. The gate attendant will limit the number of cars that are admitted to the maximum capacity of the new parking lot. Once the lot has reached capacity, additional vehicles will not be admitted and temporary signage to notify residents will be posted on Route 6A. The lot will reopen at the discretion of the gate attendant (ie. not one-for-one).
2. Parking is allowed in designated spaces only with valid resident permit. Vehicles must use the designated entrance and exit ways to enter and exit the beach. Vehicles are not permitted to park in any location other than the designated beach parking lot. Parking is only permitted in marked spaces. Parking is prohibited from blocking entrances to beach, walkways to beach, and emergency access, including on or adjacent to the access roads.
3. The beach and parking area will be open from 6am to 8pm. No new vehicles will be allowed into the property after 6pm. Vehicles that remain in the parking lot after 8pm will be towed at owner's expense.

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9. Please keep off dune areas. These are areas which are subject to erosion from wind, water or traffic. Do not pick or disturb Sea Lavender, Beach Grass or other vegetation. Be aware of poison ivy, which is abundant. No feeding of waterfowl is allowed.
10. Per Board of Health Regulation, Smoking is prohibited on all public bathing beaches, Town owned parks, playgrounds, playing fields and walking trails.
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Should any person fail to pay the fine, or having appeared desire not to pay the fine, the Parking Clerk shall forthwith schedule a hearing. Written notice of the date, time, and place of said hearing shall be sent by first-class mail to the registered owner. Said hearing shall be informal, the rules of evidence shall not apply, and the decision of the hearing officer shall be final subject to judicial review as provided by section fourteen of chapter thirty A of the General Laws.

The foregoing Regulation is adopted by the Brewster Select Board on this eleventh day of March 2024 and shall take effect after it has been published at least once in a local newspaper.

Approved by the Brewster Select Board:

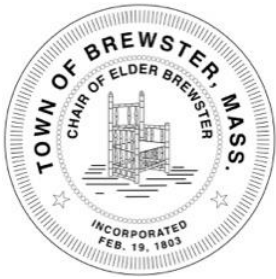
Ned Chatelain, Chair

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David Whitney

Cynthia Bingham



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

Policy No. 65
Date adopted: 4/03/23
Amended: 3/11/24

SELECT BOARD POLICY FOR BREWSTER COMMUNITY POOL (RESIDENT ONLY)

A. PURPOSE:

The Town of Brewster purchased the former Cape Cod Sea Camps Bay parcel in November 2021 and the Community Pool opened to Brewster residents in the summer of 2023. This is the Town's first resident only pool and requires regulations that are specific to this property and the pool facilities. The Select Board has policy making authority over this Town location. The pool area includes the pool, parking lot(s), pavilion, bathrooms, and changing area.

B. RULES AND REGULATIONS:

1. Resident vehicle beach permits are required for access to resident parking at the pool. Vehicles will enter through the main entrance off Route 6A and stop at the gate house to verify they have a valid resident parking permit. Visitors are allowed to enter the property on foot or by bicycle and should check in at the gate house. Town staff may restrict foot and/or bicycle entry as needed.
2. Parking is allowed in designated spaces only with valid resident beach parking permit. Vehicles must use the designated entrance and exit ways to enter and exit the pool. Parking is only permitted in marked spaces next to the basketball court or in front of the administrative building. Parking is prohibited from blocking entrances to pool, walkways to pool, and emergency access, including on or adjacent to the access roads. The pool and parking area will be open from ~~6~~7am to 6pm daily and may be open until 8pm to residents and their guests who rent the pool for private events on select Friday and Saturday evenings.
3. Residents must provide membership information ~~show their pool pass~~ to the pool attendant in order enter the pool area to swim. Residents signed up for a class must check in with the pool attendant for verification. The pool attendant will verify membership and class participants and will ~~check pool passes and will~~ count the number of

people that are admitted. When pool capacity has been reached, a sign will be posted at the gate house.

4. Visitors that are using the pool can also use the adjacent basketball court.
5. There are two bathrooms as well as an ADA porta-potty on site. A changing area with multiple changing stations is located on site.
6. Per Board of Health Regulation, smoking is prohibited on all public bathing beaches, Town owned parks, playgrounds, pool, playing fields and walking trails.
7. Pets are not allowed at the Community pool with the exception of service animals.
8. No food will be allowed into the pool area, only outside the fenced area and in the pavilion.
9. The possession and/or consumption of alcoholic, the consumption of marijuana (whether through smoking or edibles) and the use of illegal drugs is not permitted in or on Town facilities. No person shall possess alcohol, marijuana products or paraphernalia, or illegal drugs on Town property. It is unlawful for any person to consume alcoholic beverages is prohibited on Town property on public highways or in public parking places, including vehicles thereon, within the Town of Brewster.
10. Littering is prohibited. All refuse and recycling must be placed in a rubbish or recycling container. Please separate your refuse recycling into the provided appropriate containers. Glass containers are not allowed in the pool area. Household refuse may not be disposed of in pool refuse or recycling containers.
11. No person shall disturb the peace and tranquility of others. No lewd, obscene, profane, or indecent acts or language or excessive noise are permitted on Town property. No persons will be allowed to play music on devices such as tablets, phones, or portable speakers.
12. The damaging, defacing, or removing of any building, structure, or sign on Town property is not allowed. Violators will be prosecuted.
13. Selling, advertising, or giving away of goods or services on Town property is not allowed, except with written permission from the Town Manager.

14. Tents, travel trailers, campers or other recreational vehicles are not allowed overnight on Town property. Vehicles over 22 ft are not permitted. Vehicles must fit within the painted lines.
15. Access to Town owned pool parking areas may be restricted at the discretion of the appropriate Town staff at any time.

****Brewster Recreation has Community pool rules and regulations that will be posted on site and may be amended periodically.***

Approved by the Brewster Select Board on:

Dave Whitney, Chair

Ned Chatelain, Vice Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cynthia Bingham



Town of Brewster
2198 Main Street
Brewster, MA 02631
Phone: (508) 896-3701
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Policy no. 65
Date adopted: 4/03/23
Amended: 03/11/2024

SELECT BOARD POLICY FOR BREWSTER COMMUNITY POOL (RESIDENT ONLY)

A. PURPOSE:

The Town of Brewster purchased the former Cape Cod Sea Camps Bay parcel in November 2021 and the Community Pool opened to Brewster residents in the summer of 2023. This is the Town's first resident only pool and requires regulations that are specific to this property and the pool facilities. The Select Board has policy making authority over this Town location. The pool area includes the pool, parking lot(s), pavilion, bathrooms, and changing area.

B. RULES AND REGULATIONS:

1. Resident vehicle beach permits are required for access to resident parking at the pool. Vehicles will enter through the main entrance off Route 6A and stop at the gate house to verify they have a valid resident parking permit. Visitors are allowed to enter the property on foot or by bicycle and should check in at the gate house. Town staff may restrict foot and/or bicycle entry as needed.
2. Parking is allowed in designated spaces only with valid resident beach parking permit. Vehicles must use the designated entrance and exit ways to enter and exit the pool. Parking is only permitted in marked spaces next to the basketball court or in front of the administrative building. Parking is prohibited from blocking entrances to pool, walkways to pool, and emergency access, including on or adjacent to the access roads. The pool and parking area will be open from 6am to 6pm daily and may be open until 8pm to residents and their guests who rent the pool for private events on select Friday and Saturday evenings.
3. Residents must provide membership information to the pool attendant in order to enter the pool area to swim. Residents signed up for a class must check in with the pool attendant for verification. The pool attendant will verify membership and class participants and will

count the number of people that are admitted. When pool capacity has been reached, a sign will be posted at the gate house.

4. Visitors that are using the pool can also use the adjacent basketball court.
5. There are two bathrooms as well as an ADA porta-potty on site. A changing area with multiple changing stations is located on site.
6. Per Board of Health Regulation, smoking is prohibited on all public bathing beaches, Town owned parks, playgrounds, pool, playing fields and walking trails.
7. Pets are not allowed at the Community pool with the exception of service animals.
8. No food will be allowed on the pool deck, only outside the fenced area and in the pavilion.
9. The consumption of alcohol, the consumption of marijuana (whether through smoking or edibles) and the use of illegal drugs is not permitted in or on Town facilities. No person shall possess alcohol, marijuana products or paraphernalia, or illegal drugs on Town property. It is unlawful for any person to consume alcoholic beverages on public highways or in public parking places, including vehicles thereon, within the Town of Brewster.
10. Littering is prohibited. All refuse and recycling must be placed in a rubbish or recycling container. Please separate your refuse recycling into the provided appropriate containers. Glass containers are not allowed in the pool area. Household refuse may not be disposed of in pool refuse or recycling containers.
11. No person shall disturb the peace and tranquility of others. No lewd, obscene, profane, or indecent acts or language or excessive noise are permitted on Town property. No persons will be allowed to play music on devices such as tablets, phones or portable speakers.
12. The damaging, defacing, or removing of any building, structure, or sign on Town property is not allowed. Violators will be prosecuted.
13. Selling, advertising, or giving away of goods or services on Town property is not allowed, except with written permission from the Town Manager.
14. Tents, travel trailers, campers or other recreational vehicles are not allowed overnight on Town property. Vehicles over 22 ft are not permitted. Vehicles must fit within the painted lines.

15. Access to Town owned pool parking areas may be restricted at the discretion of the appropriate Town staff at any time.

****Brewster Recreation has Community pool rules and regulations that will be posted on site and may be amended periodically.***

Approved by the Brewster Select Board:

Ned Chatelain, Chair

Mary Chaffee, Vice Chair

Kari Hoffmann, Clerk

David Whitney

Cynthia Bingham

BREWSTER COMMUNITY POOL REGULATIONS

POOL INFORMATION & SAFETY RULES

- **POOL HOURS:** 6am to 6pm daily except Wednesday noon to 6pm.
- **CAPACITY:** No more than 100 people are permitted in pool area at one time including the pavilion.
- **LIFEGUARD SUPERVISION:** Swim only when lifeguards are on duty. All persons in the pool area shall follow the directions of the lifeguards and any failure to do so may result in expulsion.
- **CHILDREN:** Under age 12 must be accompanied in pool area by an adult 18 or older.
- **SHOWERS:** Swimmers must take a cleansing shower before entering the pool.
- **WEATHER:** Pool staff have the authority to clear the pool & pool area during hazardous weather or other circumstances that deem constitutes a threat to public health or safety.
- **HEALTH:** Do not swim if you are sick, have an infection, are wearing a bandage, or have an open cut or sore.
- **FLOTATION DEVICES:** Floats and inflatables are not allowed in the pool. Only US Coast Guard approved Personal Flotation Devices (USCG-PFD) are permitted in the pool. Parents are required to be in the water within arm's reach of children using USCG approved devices. Any patron wearing such a device is only permitted in the shallow area of the pool. Adult swimmers may use water-walking belts. The Town will supply kick boards and pool noodles on a limited basis.
- **ATTIRE:** Clean swim wear is required; no street clothes or shoes may be worn in the pool.
- **NON-TOILET TRAINED CHILDREN:** Must wear a swim diaper & a swimsuit.
- **RESPECT OTHERS:** Please do not disrupt other pool users including lap swimmers, swim lessons, and classes.
- **MANNERS:** No person shall disturb the peace and tranquility of others or act in a manner that exposes others to risk of physical harm. No lewd, obscene, profane, or indecent acts or language or excessive noise are permitted on Town property. Improper conduct causing undue disturbances in or about the pool area or any acts which would endanger any patron are grounds for expulsion.
- **TRASH/RECYCLING:** Dispose of trash and recycling properly.
- **BEVERAGE BOTTLES:** Reusable beverage bottles may be used on the pool deck. No glass allowed.
- **INJURIES:** Report injuries immediately to lifeguard or pool staff.

NOT ALLOWED IN POOL AREA

- Floats (exceptions noted above)
- Toys such as balls or beach toys
- Diving from pool deck
- Glass, chewing gum, smoking or food; please enjoy food in the pavilion
- Alcoholic beverages or intoxicated persons
- Changing of diapers within 8 feet of the
- No personal chairs or umbrellas
- Chairs, strollers, etc. within 4 feet of the pool
- Animals, except for service animals
- Running, boisterous/rough play, pushing, acrobatics, dunking, wrestling, intentional splashing, spitting, jumping haphazardly, towel snapping, or similar behavior
- Amplified music

IN EVENT OF EMERGENCY: Call 911

Contact the Brewster Recreation Department with questions about the pool:
(508) 896-9430 or recreation@brewster-ma.gov

- **LIABILITY:** The Town Brewster and its agents assumes no liability for injuries sustained in the use of this facility. Users do so at their own risk and are solely responsible for injuries and/or damage caused by their actions, or to their person by other users.
- **RULES ENFORCEMENT:** Town staff have authority to enforce all pool rules and to administer additional safety rules to protect pool users. Patrons who repeatedly violate rules may be denied use of the pool complex.
- **COMMERCIAL ACTIVITIES/SOLICITATION:** Requires Town Manager's prior permission.

Per Order of Brewster Recreation Commission



Town of Brewster

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

Office of:
Select Board
Town Manager

MEMORANDUM

To: Select Board
From: Donna Kalinick, Assistant Town Manager
CC: Peter Lombardi, Town Manager
RE: Pond Property Policy
Date: March 8, 2024

Town Administration, in collaboration with the Cape Cod Sea Camps internal operations team, has been developing plans to provide interim access to the Pond Property, located off Route 137. In line with the plans and policies that have been implemented for the Bay property, the team has developed a policy for interim use of the Pond Property. This policy is based on similar policies for First Light Beach #64, the Brewster Community Pool #65, and Beaches & Landings #22.

The Town will be hosting tours of the Pond Property in advance of Town Meeting on April 6th and 10th, from 10am to 2pm. The Public Works Department has developed an interim parking area of 5 spaces, about two thirds of the way down the drive on the left-hand side of the road where an informal turn-off already existed. A minor stormwater permit was granted in conjunction with this project. The Town also sought a request for determination (RDA) through the Conservation Commission to allow the interim activities and maintenance in the area down by the beach that is within the wetlands. Conservation Commission approval was not needed for the interim parking area as it is well outside the wetland buffer zone. The Town plans to open the interim parking area for residents after the tours have been completed in April.

Due to limited parking, the limitations of this access, and the sensitivity to the wetlands, it is important that vehicles do not continue past the interim parking area and that they only park in the new designated area. There will not be any amenities at this location for this coming summer besides a portable bathroom and signage. This expanded interim access is an opportunity for residents to familiarize themselves with the Pond property and enjoy the walking trails and beach area. Town staff will be monitoring this location as necessary and will be adding signage in the appropriate areas.



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

Policy No. 68
Approved: 03/11/2024

SELECT BOARD POLICY FOR THE CAPE COD SEA CAMPS POND PROPERTY

A. PURPOSE:

The Town of Brewster purchased the Cape Cod Sea Camps Pond parcel in November 2021. In order to allow residents interim access for the 2024 season, the Town has created a small parking area for up to 5 vehicles on the Pond Parcel. These regulations are specific to the former Cape Cod Sea Camps Pond property located at 500 W.H. Besse Cartway. The Select Board has policy making authority over Town pond locations. Further, Town Meeting placed this entire property under the care, custody, and control of the Select Board.

B. RULES AND REGULATIONS:

1. Parking is allowed in the five (5) designated spaces only. Vehicles are not permitted to park in any location other than the designated parking lot. Parking is prohibited along the drive, and from blocking emergency access, including on or adjacent to the drive and any adjacent roads. Motor vehicles are not permitted to park or travel beyond the designated parking areas.
2. The beach and parking area will be open from dawn to dusk. Vehicles that remain in the parking lot after dusk will be towed at the owner's expense.
3. Visitors are allowed to enter the property on foot or by bicycle. All visitors must exit the property by dusk. Pedestrian and/or bicycle entry may be restricted by appropriate Town Agents as needed.
4. Visitors are asked to restrict vehicular access to using the parking area. Vehicles should not continue down the drive past the parking area. If the parking area is full, visitors are asked to use the parking turn around area to exit the property. The existing drive is very narrow in areas, particularly towards the end of the drive. There are no parking areas down by the beach area and the proximal sensitive

wetland resource areas. There currently is no drop off and turn around area further down towards the pond.

5. THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK. Please supervise children at all times within the public beach area, including in the water and on the beach area.
6. No boat storage.
7. No motorized vessels on the beach.
8. Please keep off sensitive wetland resource areas. Do not pick or disturb vegetation. Be aware of poison ivy, which is abundant. No feeding of waterfowl is allowed.
9. Per Board of Health Regulation, smoking is prohibited on all public bathing beaches, Town owned parks, playgrounds, playing fields and walking trails.
10. Per Board of Health Regulation, animals and/or pets are not permitted at public ponds, landings, beaches and tidal flats and the associated parking areas, or in unattended vehicles from May 15 to September 15. At all other times, owners are responsible for keeping pets leashed and for the removal of animal waste.
11. The consumption of alcohol, the consumption of marijuana (whether through smoking or edibles) and the use of illegal drugs is not permitted in or on Town facilities. No person shall possess alcohol, marijuana products or paraphernalia, or illegal drugs on Town property. It is unlawful for any person to consume alcoholic beverages on public highways or in public parking places, including vehicles thereon, within the Town of Brewster.
12. Littering is prohibited. All visitors must take all refuse and recycling with them from the property. Glass containers are not allowed.
13. No person shall disturb the peace and tranquility of others. No lewd, obscene, profane, or indecent acts or language or excessive noise are permitted on Town property.
14. The damaging, defacing, or removing of any building, structure, or sign on Town property is not allowed. Violators will be prosecuted.
15. Selling, advertising, or giving away of goods or services on Town property is not allowed, except with written permission from the Select Board.

16. Tents, travel trailers, campers or other recreational vehicles are not allowed overnight on Town property. Vehicles over 20 ft are not permitted. Vehicles must fit within the parking lot in the designated parking areas.
17. Use of open fires or the use of fireworks is prohibited at all times, per the Fire Department.
18. Access may be restricted at the discretion of the appropriate Town Agents at any time.
19. Private events are not permitted on this property.

C. VIOLATIONS, PENALTIES, and ENFORCEMENT

Pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 22, whoever shall violate the provisions of this Regulation shall be subject to a fine in the amount of (\$40.00) Forty Dollars per occurrence.

Fines shall be issued in accordance with the provisions of Massachusetts General Laws, Chapter 90, §20A ¼ , wherein it shall be the duty of every police officer who takes cognizance of a violation hereunder, to forthwith give the offender a notice, which shall be in tag form as provided in said Section 20A ¼ , to appear before the Brewster Town Clerk at any time during regular office hours, not later than twenty-one (21) days after the date of such violation. Said tag shall be affixed securely to the motor vehicle and shall contain, but shall not be limited to, the following information: the make, color and registration number of the vehicle involved and the state of issuance of said registration number, the date, time and place of the violation, the specific violations charged, the name and badge number of the officer and his division, a schedule of established fines, instructions for the return of the tag and a notice which reads: "This notice may be returned by mail, personally or by an authorized person. A hearing may be obtained upon the written request of the registered owner. Failure to obey this notice within twenty-one days after the date of violation may result in the non-renewal of the license to drive and the registration of the registered owner."

The Brewster Police Department shall also have authority to tow the motor vehicle in the event it is not removed within four (4) hours of the issuance of the fine, or in the event the enforcing officer determines the vehicle is causing a public safety hazard.

The Brewster Town Clerk, a duly appointed Parking Clerk for the Town of Brewster, shall maintain a docket of all such notices to appear. Any person notified to appear before the Parking Clerk, as provided herein, may appear

before such parking clerk, or their designee, and confess the offense charged, either personally or through an agent duly authorized in writing or by mailing to such Parking Clerk the notice accompanied by the fine provided therein. Payment of the fine established shall operate as a final disposition of the case.

Should any person fail to pay the fine, or having appeared desire not to pay the fine, the Parking Clerk shall forthwith schedule a hearing. Written notice of the date, time, and place of said hearing shall be sent by first-class mail to the registered owner. Said hearing shall be informal, the rules of evidence shall not apply, and the decision of the hearing officer shall be final subject to judicial review as provided by section fourteen of chapter thirty A of the General Laws.

The foregoing Regulation is adopted by the Brewster Select Board on this eleventh day of March 2024 and shall take effect after it has been published at least once in a local newspaper.

Approved by the Brewster Select Board:

Ned Chatelain, Chair

Mary Chaffee, Vice Chair

Kari Hoffmann, Clerk

Dave Whitney

Cynthia Bingham

Archived: Friday, March 8, 2024 4:14:34 PM

From:

Sent: Thursday, March 7, 2024 6:51:31 PM

To: [Kari Hoffmann](#) [Ned Chatelain](#)

Cc: [Chris Miller](#) [Doug Erikson](#)

Subject: RE: Appointment of an alternate member to the Alewife Committee

Importance: Normal

Sensitivity: None

Thank you for this update, Kari.

Ned, as you may recall, Section 5-3-2 of the Town charter gives the Select Board the authority to appoint up to two (2) alternate members to any appointed town board or committee, regardless of whether their charge and composition is outlined in state law/regulation, local bylaw, or is advisory: https://www.brewster-ma.gov/sites/g/files/vyhli6286/f/pages/h4738_-_parchment_chaptered.pdf Please let me know if you want us to amend next Monday's Select Board agenda or place this on the March 25 agenda for the Board's consideration.

Peter Lombardi

Town Manager

Town of Brewster

508-896-3701 x. 1128

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

From: Kari Hoffmann <khoffmann@brewster-ma.gov>

Sent: Thursday, March 7, 2024 5:27 PM

To: Ned Chatelain <nchatelain@brewster-ma.gov>

Cc: Peter Lombardi <plombardi@brewster-ma.gov>; Chris Miller <cmiller@brewster-ma.gov>; Doug Erikson

<[REDACTED]>

Subject: Appointment of an alternate member to the Alewife Committee

Good afternoon,

As you know the Alewife Committee is comprised of 3 members who take on all of the responsibility and work. When one member is missing, it can become an issue with only 2 members making decisions.

It is possible under our current policies and governing documents to appoint up to two (2) additional alternate members to this committee.

At today's Alewife Committee meeting, I, as the Select Board Liaison to the committee, explained the opportunity to add a new alternate member(s) to the committee and suggested that they request the Select Board investigate and move forward on that appointment. The 2 members present agreed. (Doug Erickson, Chair; Gary Kaser, present; Bill Lemaitre was absent)

This email serves as the communication and request from the Alewife Committee to investigate and move forward as appropriate with the appointment of new member(s) to the Committee. I have consulted with Doug Erickson on this email as well.

Thank you for your assistance with this process.

Sincerely,

Kari

Kari S. Hoffmann
Brewster Select Board
Town of Brewster
2198 Main Street
Brewster, MA 02631

ARTICLE II
Alewife Committee
[Adopted 3-2-1965 ATM, Art. 2]

§ 12-7. Appointment authorized.

The Selectmen are authorized to appoint the Alewife Committee to consist of three members.

Chapter 396
of the Acts of 2022

T H E C O M M O N W E A L T H O F M A S S A C H U S E T T S

In the One Hundred and Ninety-Second General Court

AN ACT ESTABLISHING A CHARTER FOR THE TOWN OF BREWSTER.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, the following shall be the charter for the town of Brewster:

Brewster Town Charter

Preamble: We, the people of the town of Brewster, Massachusetts, in order to reaffirm the customary and traditional liberties of the people with respect to the conduct of our local government, adopt this charter with the expectation and intent that the charter will continue and enhance the town's strong traditions of active voter participation; ethical, transparent and responsive leadership; wise use of public resources; respect for all in the community; and an engaged citizenry. We expect and intend that our government will be welcoming and inclusive and will promote equality and respect for all people.

CHAPTER 1

POWERS OF THE TOWN

Section 1 Incorporation

1-1-1 The present town of Brewster, within its corporate limits as now established, shall continue to be a body politic and corporate under the name, town of Brewster.

Section 2 Scope of Town Powers

1-2-1 The town shall possess and exercise all powers possible under the constitution and laws of the commonwealth as fully and completely as though those powers were expressly enumerated in this chapter.

Section 3 Form of Government

1-3-1 This charter provides for a select board-open town meeting-town manager form of government.

Section 4 Construction of Charter

1-4-1 The powers of the town under this charter shall be construed liberally in favor of the town, and the specific mention of particular powers

in the charter shall not be construed as limiting the general powers of the town as stated in section 1-2-1.

Section 5 Intergovernmental Relations

1-5-1 The town may exercise, consistent with the law, any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any 1 or more civil divisions, subdivisions or agencies of the commonwealth, other states or the United States government.

CHAPTER 2

TOWN MEETINGS AND ELECTIONS

Section 1. Legislative Power

2-1-1 The legislative powers of the town shall be exercised by a town meeting open to all registered voters of the town.

Section 2. Open Town Meeting

2-2-1 Business sessions of the annual town meeting shall be held on the first Monday in May and may be continued on such additional days as may be decided by the town meeting upon recommendation of the select board. There shall also be a second business session of the annual town meeting, referred to as the annual fall town meeting, held in the last 3 months of the calendar year on a date to be determined by the select board, which meeting shall be an annual town meeting for purposes of the General Laws; provided, however, that the select board may, at its discretion, cancel the fall annual town meeting not later than September 15 in any year, so long as no more than 5 citizen petitioned articles submitted pursuant to section 4 of this charter for inclusion on the warrant at the fall annual town meeting and notice of the select board's action with regard to such meeting shall be posted on the town website and principal bulletin board. The select board's decision as to whether to hold an annual fall town meeting shall not prohibit the select board from calling for a special town meeting, from time to time, at its discretion.

Section 3. Warrant

2-3-1

(a) Except for procedural matters, all subjects to be acted on by town meeting shall be placed on warrants issued by the select board.

(b) The date of the closure of the warrant to petitioned articles shall be set by general by-law.

2-3-2

(a) In addition to any notice required by the General Laws, the select board shall: (i) post the town meeting warrant at the locations listed in subsection (b), town hall and at least 1 location in each precinct and (ii) make available sufficient copies of the warrant at the town meeting for all registered voters in attendance.

(b) The select board shall, at least 1 week prior to the meeting, post the warrant for the town meeting on the town website and make the same available at town hall, and as required by general by-law or select board policy, at town facilities and other common locations throughout the town; provided, however, that failure to timely post the warrant on the website or to make such copies available no later than 1 week prior to the date of the town meeting shall not invalidate or otherwise affect the legality or validity of the actions taken at the town meeting.

Section 4. Citizen Petitions

2-4-1 Any 10 registered voters of the town may secure, by written petition to the select board, the inclusion of an article for the warrant of any duly scheduled annual town meeting and not less 100 registered voters may secure the same for any duly scheduled special town meeting.

2-4-2 The select board may provide a pre-petition process whereby petitioners may seek review of proposed petitions prior to submission.

Section 5. Quorum

2-5-1 The town meeting shall establish by general by-law a quorum requirement for the opening of its business, but a smaller number than the established quorum may adjourn immediately any meeting to a stated date, time and place as recommended by the select board; provided, however, that in the event of a state of emergency declared by the governor to protect the public health or safety, the quorum may be reduced in the manner set forth in section 7 of chapter 92 of the acts of 2020.

Section 6. Presiding Officer

2-6-1 A moderator, who shall be a registered voter of the town, shall be elected for a 3-year term as provided in section 2-11-1. The moderator shall preside over all sessions of the town meeting. The moderator shall regulate the proceedings, decide questions of order and make public declarations of all votes. The moderator shall have all of the powers and duties given to moderators pursuant to the Constitution of the Commonwealth and the General Laws and such additional powers and duties as may be authorized by the charter, by-law or other town meeting vote.

2-6-2 The moderator shall appoint a deputy moderator for a 1-year term who shall serve as moderator, if the moderator is absent or has a conflict.

2-6-3 If the office of moderator becomes vacant, the select board shall appoint a registered voter of the town as acting moderator. The acting moderator shall not be an elected town officer and shall serve as acting moderator until the next scheduled election of town officers.

Section 7. Rules

2-7-1 Unless otherwise provided by general by-law, rules of procedure for the town meeting shall be in accordance with "Town Meeting Time: A Handbook of Parliamentary Law" published by the Massachusetts Moderators Association.

Section 8. Clerk of the Meeting

2-8-1 The town clerk shall serve as the clerk of the town meeting. If the town clerk is absent, the assistant town clerk shall serve as town clerk regardless of whether such assistant is a resident or registered voter of the town.

Section 9. Report

2-9-1 A journal of the proceedings of the town meeting shall be kept as a permanent record in the town clerk's office and the journal shall be a public record.

Section 10. Elections

2-10-1 The annual election for the election of officers and such matters as are by law determined by ballot shall be held on the third Tuesday in May. If the annual election for the election of officers and such matters as are by law determined by ballot falls less than 2 weeks after the scheduled beginning of the spring annual town meeting, then the annual election shall be held on the fourth Tuesday in May; provided, however, that the select board may delay the date of the annual election to another date in the same fiscal year if the governor has declared a state of emergency to protect the public health or safety. If the governor has declared a state of emergency to protect the public health or safety, then the annual election shall be held on the fourth Tuesday in May or any other Tuesday in May or June as determined by the select board after consultation with the town clerk.

Section 11. Elected Officers

2-11-1 The registered voters of the town of Brewster shall, in accordance with any applicable laws, general by-laws, votes of the town or

intergovernmental agreement, elect the following position; provided, however, that members of multiple-member bodies shall be elected for overlapping terms:

- (a) moderator for a 3-year term;
- (b) select board of 5 members, each for a 3-year term;
- (c) school committee of 5 members, each for a 3-year term;
- (d) representatives to the Nauset Regional School District school committee, as the regional school agreement shall provide;
- (e) board of health of 5 members, each for a 3-year term;
- (f) planning board of 7 members, each for a 4-year term;
- (g) recreation commission of 5 members, each for a 3-year term;
- (h) historic district committee of 5 members, of which 4 members shall be elected and 1 member shall be appointed by the select board, each for a 3-year term;
- (i) housing authority of 5 members, of which 3 members shall be elected and 2 members shall be appointed in accordance with the General Laws; and
- (j) constable for a 3-year term; provided, however, that the authority of the elected constable in the town of Brewster shall be limited to the posting of the warrant for a town meeting or town election; provided further, that the person holding such position shall conform to any reasonable regulations concerning such responsibilities as may, from time to time, be proposed by the chief of police and approved by the select board.

Section 12. Recall of Elected Officers

2-12-1 (a)

Any holder of an elected office in the town may be recalled from that office by the registered voters of the town as hereinafter provided, for reasons including, but not limited to, neglect of duties, malfeasance, misconduct or inability to perform official duties; provided, however, that the question of whether the reasons stated for recall justify recall of a particular officer shall be determined solely by the voters.

(b)

Any 25 registered voters of the town of Brewster may initiate a recall petition by filing with the town clerk an affidavit containing the name of the officer sought to be recalled, a statement of the grounds for recall and specifying the lead petitioner. The town clerk shall thereupon make available to the lead petitioner copies of petition blanks demanding such recall, printed copies of which the town clerk shall keep available. The blanks shall be issued by the town clerk under the town seal, and be dated and addressed

to the select board. The blanks shall contain the names of all the persons to whom they are issued, the name of the person whose recall is sought and the grounds for such recall as stated in the affidavit and shall demand the election of a successor to such office. A copy of the petition shall be entered in a record book to be kept in the office of the town clerk. The recall petition shall be returned and filed with the town clerk within 20 days after notification by the town clerk to the lead petitioner that the recall petitions are available and shall have been signed by at least 12 percent of the registered voters of the town as of the last regular municipal election, who shall add to their signatures the street and number, if any, of their residence. The town clerk shall within 1 working day of receipt submit the petition to the registrars of voters in the town and the registrars shall, within 5 working days, certify thereon the number of signatures which are names of registered voters of the town.

(b)

If the petition shall be found and certified by the town clerk and board of registrars to be sufficient, the town clerk shall submit the petition with the town clerk's certificate to the select board within 3 working days and the select board shall forthwith give written notice of the receipt of the certificate to the officer sought to be recalled. If the officer does not resign within 5 days thereafter, the select board shall order an election to be held on a date fixed by it which shall be not less than 65 and not more than 90 days after the date of the town clerk's certificate that a sufficient petition has been filed; provided, however, that if any other town election is to occur within 100 days after the date of certification, the select board shall postpone submission of the question of recall to the date of such other election. No person shall be subject to recall if their term of office expires within 90 days of the certification. If a vacancy occurs in the office after a recall election has been ordered, the election shall nevertheless proceed as provided in this section.

(c)

An officer sought to be recalled may be a candidate to succeed themselves and, unless the officer requests otherwise in writing, the town clerk shall place the officer's name on the ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the recall election shall all be in accordance with the provisions of law relating to elections.

(d)

The incumbent shall continue to perform the duties of the office until the question of recall has been acted upon by the voters. If then re-elected, the officer shall continue in office for the remainder of their unexpired term subject to recall as before, except as provided in this charter. If not re-elected, the officer shall be deemed removed and the successor shall serve the remainder of the unexpired term; provided, however, that if the successor fails to qualify within 10 days after receiving notification of election, the office shall be deemed vacant.

(e)

(1) Ballots used for recall shall submit the following propositions in the order indicated:

For the recall of (name and title of officer).

Against the recall of (name and title of officer).

(2) Under the propositions shall appear the word "Candidates", the directions to the voters required by section 42 of chapter 54 of the General Laws and, beneath the directions, the names of candidates nominated in accordance with the laws relating to elections. If a majority of the votes cast upon the question of recall is in the affirmative, then the candidate receiving the highest number of votes shall be declared elected. If a majority of the votes on the question of recall is in the negative, then the ballots for candidates shall not be counted.

(f)

No recall petition shall be filed against an officer within 90 days after taking office, nor, in the case of an officer subjected to a recall election and not recalled thereby, until at least 6 months after the election at which their recall was submitted to the voters of the town.

(g)

No person who has been recalled from an office or who has resigned from office following the filing of a recall petition shall be appointed to any town office within 2 years after such recall or such resignation.

CHAPTER 3

THE SELECT BOARD

Section 1. Composition, Compensation and Vacancies

3-1-1 There shall be a select board consisting of 5 members elected for 3-year overlapping terms. The select board shall serve as the executive branch of town government. The select board shall have all of the powers, duties and responsibilities of a board of selectmen as provided in the

General Laws and any regulations there under, special laws applicable to the town of Brewster and any local laws and regulations.

3-1-2 A chair, vice-chair and clerk shall be elected by the select board at the first meeting following each regular town election.

3-1-3 A quorum of the select board shall be 3 members.

3-1-4 Each member of the select board may receive an annual stipend as set forth in the general by-laws, subject to appropriation by town meeting.

3-1-5 If a member of the select board dies, resigns, is convicted of a felony while serving or ceases to be a registered voter of the town, the resulting vacancy may be filled by special election in accordance with the General Laws.

Section 2. General Powers and Responsibilities

3-2-1 The select board shall exercise the powers and duties prescribed by the General Laws, this charter and the general by-laws. The select board may delegate powers and duties to the town manager or to another town board. The select board shall enforce the laws and orders of the town, including this charter.

3-2-2 The select board shall be the primary policy making, planning and goal-setting agency of the town; provided, however, that no individual member of the board, nor a majority of them, shall at any time, attempt to become involved in the day-to-day administration of the affairs of the town. The select board shall act only through the adoption of policy directives and guidelines which are to be implemented by officers and employees appointed by or under its authority.

3-2-3 The select board, following the development of the proposed budget by the town manager, shall review the annual proposed operating and capital budgets submitted by the department heads and shall make the main motion under the budget article at the annual town meeting.

3-2-4 The select board shall protect the assets of the town.

3-2-5 The select board shall approve all collective bargaining agreements of the town negotiated by the town manager, consistent with chapter 150E of the General Laws.

3-2-6 The select board shall, at least once annually, meet jointly with the finance committee, the school committee, the Nauset Regional School District school committee and the Cape Cod Regional Technical High School District school committee, or their respective designees, for the purpose of sharing information.

3-2-7 The select board shall be the licensing authority of the town and shall have the power to issue licenses, make all necessary rules and regulations regarding the issuance of licenses, attach conditions and restrictions thereto as it deems to be in the public interest and enforce the laws relating to all businesses for which it issues licenses; provided, however, that the board may, at its discretion, delegate responsibility to the town manager or a board created for such purposes for issuance and enforcement of any licenses.

3-2-8 The select board shall ensure that the general by-laws are kept current.

3-2-9 The select board shall be responsible to ensure that the town manager complies with the charter.

3-2-10 The select board shall approve all personnel policies proposed by the town manager in accordance with subparagraph (K) of paragraph 4-1-4.

Section 3. Written Records and Communication to the Town

3-3-1 Any goal, policy, plan or official act adopted by the select board shall be in writing and included in its entirety in the minutes of the meeting at which it was adopted. The town manager shall ensure that a file containing a complete list of the select board's current policies and goals is posted on the town website for public reference. The select board shall designate to the town manager the publishing of an annual town report for each calendar year.

3-3-2 Before August 31 and after the annual town election, the select board shall hold a meeting for the purpose of stating the board's goals for the next fiscal year or years, hereinafter referred to as the annual goal setting meeting.

Section 4. Powers of Appointment

3-4-1 The select board shall select and enter into a contract with a town manager. If the town manager position becomes vacant for any reason, the select board shall designate a qualified person to serve in an acting capacity.

3-4-2 The select board shall appoint, following consultation with the town manager, the fire chief, police chief and town counsel.

3-4-3 The select board shall appoint members of all multiple-member bodies, except as otherwise provided in this charter.

3-4-4 The select board may appoint ad hoc committees as it deems necessary or appropriate.

Section 5. Investigatory Powers

3-5-1 The select board may investigate the alleged misconduct of the town manager, any town board or any member of a town board. The select board may direct the town manager to investigate: (i) the affairs of the town; (ii) the conduct of any town department or town employee; and (iii) any claim against the town.

3-5-2 Any alleged potentially criminal matter shall be referred to the appropriate law enforcement agency.

Section 6. Limitations and Public Ceremonies

3-6-1 Unless specifically provided in the General Laws, a member of the select board shall not hold any other position in town government, whether appointed or elected, paid or unpaid, that is created by the select board or town meeting; provided, however, that serving in an ex officio capacity shall not be considered a separate position for purposes of this paragraph. Service as a representative from the town to a governmental body other than the town shall not be prohibited by this paragraph.

3-6-2 The select board, and individual members thereof, shall deal with employees who are under the direction and supervision of the town manager solely through the town manager, except when the select board is conducting an investigation of the town manager under paragraph 3-5-1, in which case the employees shall contact the select board chair. Neither the select board nor its individual members shall give direct orders to any such employee.

3-6-3 Except as otherwise specified in this chapter, the select board shall be subject to the same rules as apply to all other town boards, including that members have no authority in their individual capacities except as delegated by majority vote of the select board.

3-6-4 The select board shall represent the town for all ceremonial purposes.

Section 7. Code of Conduct

The select board shall adopt a policy establishing a code of conduct applicable to all appointed and elected officials, which policy shall be amended from time to time at the board's discretion and any additional code of conduct adopted by another board shall be no less restrictive. Any code of conduct adopted by a board shall be posted in its office and on the town website.

CHAPTER 4

TOWN MANAGEMENT

Section 1 Town manager

4-1-1 .

The select board shall by majority vote of the entire select board appoint a town manager. The method of selection shall be left to the discretion of the select board so long as the method of selection ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The town manager shall be chosen solely upon the basis of the individual's administrative training, education, experience and ability and need not, when appointed, be a resident of the town; provided, however, that the town manager shall establish such residence within 12 months following the effective date of appointment; provided further, that the select board may, by a 2/3 vote of the entire board, extend to a time certain the time for establishing residence or waiving this requirement.

4-1-2

The town manager shall receive such compensation as may be fixed by the select board within the amount appropriated by town meeting and according to the town manager's expertise, education and training. Any contract between the select board and the town manager shall be made consistent with section 108N of chapter 41 of the General Laws.

4-1-3 Term and Removal

The town manager may be appointed for a definite term, but may be removed at the discretion of the select board by majority vote of the entire select board. The action of the select board in suspending or removing the town manager shall be final. It is the intention of this charter to invest all authority and fix all responsibilities of such suspension or removal in the select board.

4-1-4

The town manager shall be responsible to the select board for the proper administration of the affairs of the town consistent with the General Laws and this charter, and shall:

(A) appoint for a term of years or, at the town manager's discretion, for an unlimited period, all town employees, including civil service positions, not otherwise addressed herein, but excluding employees of the school department; provided, however, that the town manager shall:

(i) act upon recommendations from the police chief and the fire chief, respectively, for appointment of employees of the police and fire departments;

(ii) consult with the appropriate department head or multiple-member body for appointment of employees of other departments or multiple-member bodies;

(B) supervise, discipline, suspend or remove all appointed department heads and employees and organize and structure all town departments accordingly, except as otherwise provided in section 3;

(C) administer and enforce the General Laws and special acts and all by-laws and regulations established by the select board;

(D) coordinate activities of all town departments;

(E) attend all sessions of the town meeting and answer all questions addressed to the town manager which are related to the warrant articles and to matters under the general supervision of the town manager;

(F) keep the select board fully informed as to the needs of the town and recommend to the select board for adoption such measures requiring action by the select board or by the town as the town manager deems necessary or expedient;

(G) ensure that complete and full records of the financial and administrative activity of the town are maintained and render reports to the select board as may be required;

(H) be responsible for the rental, use, maintenance, repair and the development of a comprehensive maintenance program for all town facilities;

(I) serve as the chief procurement officer for purposes of chapter 30B of the General Laws and be responsible for the purchase of all supplies, materials and equipment, approve the award and execute all such contracts; provided, however, that any contract over \$1,000,000, or such higher amount as shall be approved by the select board from time to time, shall require approval by the select board;

(J) develop and maintain a formal and complete inventory of all town-owned real and personal property and equipment;

(K) propose personnel policies for approval by the select board under section 3-2-10 and administer all personnel policies, practices, rules and regulations, any compensation plan and any related matters for all municipal employees and administer all collective bargaining agreements entered into by the town;

(L) fix the compensation of all town employees and officers appointed by the town manager within the limits established by appropriation and any applicable compensation plan and collective bargaining agreements;

(M) be responsible for the negotiation of all contracts with town employees regarding wages and other terms and conditions of employment, except employees of the school department. The town manager may, subject to the approval of the select board, employ special counsel to assist in the performance of these duties; provided, however, collective bargaining agreements shall be subject to the approval of the select board in accordance with chapter 150E of the General Laws;

(N) be responsible for the preparation and development of the financial forecast, annual operating and capital budgets and 5-year capital improvement plan, consistent with policy guidance provided by the select board, and prepare and submit to the select board and finance committee such budget and plan, and be responsible for the administration of such budget and plan after their adoption;

(O) keep the select board and the finance committee fully informed as to the financial condition of the town and make recommendations to the select board;

(P) investigate or inquire into the affairs of any town department or office;

(Q) have full authority to act on behalf of the town during emergencies, including the direction of town personnel, declaring states of emergency, opening the emergency operations center and shelters and the emergency expenditure of funds, and to delegate such responsibility by appointing an emergency management director, who shall be a town employee duly trained in public safety, and a deputy emergency management director to assist the emergency management director and to assume the duties of the emergency management director in the director's absence;

(R) delegate, authorize or direct any subordinate or employee in the town, including an assistant town manager, if any, and subject to funding therefor, to exercise any power, duty or responsibility that the office of town manager may exercise; provided, however, that all acts performed under such delegation shall be deemed to be the acts of the town manager; and

(S) perform such other duties as necessary or as may be assigned by this charter, by-law, town meeting vote or vote of the select board.

4-1-5

The town manager shall appoint as acting town manager a town employee who shall perform the duties of the town manager in the town manager's absence; provided, however, that if there is an assistant town manager serving at the time of any such absence, such person may function as the acting town

manager. In the event of long-term disability or absence exceeding 14 days, or the resignation, termination or vacancy in the office of town manager, the select board shall not later than 14 days thereafter, appoint an acting town manager for the duration of any such disability or absence or until appointment of a permanent town manager. No member of the select board shall serve as acting town manager.

Section 2. Town Counsel

4-2-1 The select board shall appoint a competent and duly qualified and licensed attorney practicing in the commonwealth to be the counsel for the town. Town counsel shall receive such compensation for services as may be fixed by the select board and shall hold office at the pleasure of the select board. The town counsel shall be the legal adviser of all offices and departments of the town and shall represent the town in all litigation and other legal proceedings; provided however, that the select board may retain special counsel at any time the select board deems appropriate and necessary. The town counsel shall review and concur or dissent upon all documents, contracts and legal instruments in which the town may have an interest. The town counsel shall perform other duties prescribed by this charter, by by-law or as directed by the select board. No employee, committee or board, elected or appointed, other than the select board, shall contact or otherwise interact with the town, labor or other special counsel in a manner inconsistent with the policy relative to access to counsel established by the select board. This section shall not limit the school committee from retaining its own legal counsel.

Section 3. Fire, Police and Water Departments; Other Departments

4-3-1 Except as otherwise provided in this charter, there shall be a fire department consistent with sections 42, 43 and 44 of chapter 48 of the General Laws. The fire chief shall have responsibility for the day-to-day supervision of firefighters and the fire department. The fire chief shall have additional authority to place a firefighter on administrative leave with pay, or discipline or suspend a firefighter, for a period of no more than 5 days and shall provide the town manager with written notification upon implementation of such suspension. When the town manager intends to take action under clause (B) of subsection 4-1-4 of section 1 with respect to subordinate members of the fire department, the town manager shall consult with the fire chief before taking such action.

4-3-2 Except as otherwise provided in this charter, there shall be a police department consistent with section 97A of chapter 41 of the General

Laws. The police chief shall have responsibility for the day-to-day supervision of police officers and the police department. The police chief shall have additional authority to place a police officer on administrative leave with pay, or discipline or suspend a police officer, for a period of no more than 5 days and shall provide the town manager with written notification upon implementation of such suspension. When the town manager intends to take action under clause (B) of subsection 4-1-4 of section 1 with respect to subordinate members of the police department, the town manager shall consult with the police chief before taking such action.

4-3-3

(a) There shall be a water department under the supervision of a water superintendent. The department shall have all of the powers, rights and duties to be exercised by a water commission under the General Laws and special laws, except as otherwise provided herein. The water superintendent shall be responsible for the efficient exercise, performance and coordination of the department. Any exercise by the department of the authority of water commissioners with respect to acquisition or disposition of land shall be approved by the select board prior to any such acquisition or disposition of land. The superintendent shall report to the town manager as to the doings of the office at such times as the town manager may require.

(b) The water superintendent shall supervise and direct the operations and employees of the department in accordance with the town's personnel by-laws and any applicable collective bargaining agreements. The water superintendent shall be especially qualified by education, training and experience to perform the duties of the office and shall have such other qualifications as may be required from time to time. While employed by the town, the water superintendent shall not engage in a business or occupation falling within the jurisdiction of the water department, unless approved in advance by the town manager with the concurrence of the select board. Unless specifically provided in the General Laws, the water superintendent shall not hold any other position in town government, whether appointed or elected, paid or unpaid, that is created by the select board or town meeting; provided, however, that serving in an ex officio capacity shall not be considered a separate position for purposes of this subparagraph. Service as a representative from the town to a governmental body other than the town shall not be prohibited by this subparagraph. The water superintendent need not be a resident of the town during their tenure.

(c) There shall be a water commission consisting of 3 members to be appointed by the select board for alternating, overlapping 3-year terms. The commission shall be responsible for setting water rates, making budget recommendations and providing advice and support to the superintendent with respect to other policy matters on which the commission may be consulted and which falls within the jurisdiction of the water department. The water commission shall recommend priorities and policies to govern the provision of water in the town, and, with the concurrence of the water superintendent, may adopt policies and regulations to carry out the same.

CHAPTER 5

TOWN BOARDS/COMMISSIONS/COMMITTEES

Section 1. Appointed Boards and Committees

5-1-1

(a) In addition to any boards and committees specified in this charter, boards and committees may be created by adoption of by-laws, by town meeting vote or a vote of the select board. A list of any such boards and committees, specifying the number of members, terms of office, if any, and listing their respective charges, shall be maintained in the office of the town clerk and, within 10 business days after the creation of the board or committee, posted on the town website.

(b) Notwithstanding any other provision of this charter or General Laws to the contrary, any person appointed to a multiple-member body may be removed by their respective appointing authority following written notice and the opportunity for a public hearing; provided, however, that failure to reappoint following the expiration of an appointed term shall not constitute removal.

Section 2. Moderator Appointments

5-2-1

The moderator may appoint members of the boards, committees and commissions established under this section or as may be authorized by by-law, town meeting vote or regional school district agreement. Appointments made by the moderator shall each be for a fixed term and such appointments shall not be subject to review or confirmation by any other person or group.

5-2-2

(a) There shall be a finance committee which shall be consisting of 9 residents of the town who shall be appointed by the moderator, shall serve without pay and shall hold no other town office or employment; provided, further, that each member shall serve for a 3-year term beginning on July 1

and terminating on June 30 of the third year following appointment. Vacancies on the committee shall be filled by the moderator for the remainder of the unexpired term. A member of the finance committee shall not hold any other position in town government, whether appointed or elected or paid or unpaid, that is created by the select board or town meeting; provided, however, that serving in an ex officio capacity shall not be considered a separate position for purposes of this paragraph.

(B) The finance committee shall consider all the articles in any town meeting warrant and report to the town meeting its recommendations by posting the same on the town website and in any other manner it deems appropriate. Following the drawing up of the warrant for a town meeting, the select board shall forthwith forward the warrant to the members of the finance committee. The finance committee shall annually prepare for the annual town meeting a comprehensive summary of the current condition of the town's finances.

(C) To carry out the finance committee's duties, the finance committee may investigate the books and accounts of any town department. The finance committee and the individual members thereof shall deal with employees who are under the direction and supervision of the town manager solely through the town manager. Neither the finance committee nor its individual members shall give direct orders to any such employee.

Section 3. Alternate Members of Certain Multiple-Member bodies

5-3-1

The select board, following consultation with a committee, commission or board elected under clause (c), (e), (f), (g) or (h) of subsection 2-11-1 of section 11 of chapter 2 may appoint not more than 2 alternate members to serve for terms of 1 or 2 years. The chair of each committee, commission or board to which alternate members have been appointed may designate an alternate member to sit on the committee, commission or board in the case of absence, inability to act or conflict of interest on the part of any member of the committee, commission or board, or in the event of a vacancy. Any vacancy arising in the alternate position shall be filled in the same manner as the original appointment for the remainder of the unexpired term.

5-3-2 Alternate Members of Appointed Boards

The appointing authority may appoint not more than 2 alternate members to boards, committees or commissions established pursuant to paragraph (a) of subsection 5-1-1 of section 1 for terms of 1 or 2 years. The chair of each board to which alternate members have been appointed may designate an alternate member to sit on the board in the case of absence, to

act or conflict of interest on the part of any member of the board, or in the event of a vacancy. Any vacancies arising in the alternate position shall be filled in the same manner as the original appointment for the remainder of the unexpired term.

Section 4. General Provisions Applicable to Multiple-Member Bodies

5-4-1

Except as otherwise provided in this charter, each multiple-member body set forth herein or established pursuant to paragraph (a) of subsection 5-1-1 of section 1 shall be organized and charged with, as applicable, the powers and duties specified in any general or special law or in any by-law, town meeting vote, vote of the select board or as otherwise provided herein.

5-4-2

Each multiple-member body shall elect a chair, vice chair and clerk, and shall cause the select board and the town clerk to be notified of its selection. Such elections shall be taken up at the first meeting after the election for all elected boards, at the first meeting after annual appointments are made or at the first meeting of a new board or committee. All boards and committees created under this chapter or by by-law, shall make a written annual report of their activities to the select board in accordance with subsection 3-3-1 of section 3 of chapter 3.

5-4-3 Resignation

The resignation of any elected town officer under subsection 2-11-1 of section 11 of chapter 2 or any appointed multiple-member body created by this charter or by by-law under clause (a) of subsection 5-1-1 of section 1 shall be deemed effective when such resignation is filed with the town clerk or at such later time as may be specified in the filed resignation.

5-4-4 Excessive Absences; Loss of Appointed Office

For the purpose of this charter, 3 consecutive absences from meetings of an appointed member of a multiple-member body shall be considered a reason for removal. Under such circumstances, the chair of the multiple-member body may notify the appointing authority and the appointing authority may remove the member pursuant to clause (b) of subsection 5-1-1 of section 1 and notify the town clerk in writing that the position has been vacated.

Section 5 Cape Cod Regional Technical High School District School Committee and Other Regional Entities

5-5-1 Members of the Cape Cod Regional Technical High School District school committee shall be appointed or elected in accordance with the regional school district agreement as it may be amended from time to time.

5-5-2 Election or appointment to other regional entities shall be in accordance with an applicable intermunicipal agreement for such purposes.

CHAPTER 6

FINANCIAL PROVISIONS

Section 1 Budget Schedule

6-1-1 Annually, before December 1, the town manager shall establish and issue a budget schedule that shall set forth the calendar dates for developing the annual budget for the next fiscal year.

6-1-2 On or before December 15, the town manager shall present a financial forecast to the select board. Thereafter, the select board shall set guidelines for the preparation of the annual budget.

6-1-3 On or before February 15, the town manager shall submit to the select board a proposed line item budget and accompanying message.

Section 2 Proposed Budget

6-2-1 The budget shall provide a complete financial plan of all town funds and activities, including details on debt and debt service, anticipated income and proposed expenditures.

6-2-2 The budget message shall begin with a clear general summary of its content and explain, in both fiscal terms and program objectives, the proposed expenditures for each department and the projected tax rate.

Section 3 Budget Adoption

6-3-1 The town meeting shall adopt the annual operating budget, with or without amendments, before the beginning of the fiscal year, except in the event that the governor has declared a state of emergency to protect the public health or safety and the town meeting cannot complete its business as a result thereof.

Section 4 Capital Planning

6-4-1

The town manager shall prepare a 5-year capital improvement plan identifying proposed capital outlays or acquisitions in excess of \$10,000 or such other sum as shall be determined by the select board for any 1 project, whether it be spent in 1 year or over several years. The town manager, in the town manager's sole discretion, may appoint a committee to assist the town manager with preparation of the plan.

6-4-2

(a) The capital improvement plan shall include all town activities and departments. Proposed capital expenditures for regional entities shall be

consistent with the regional or intermunicipal agreement establishing such entities.

(b) The capital improvement plan shall include a list, by department, of all proposed capital improvements to be undertaken during the next 5 fiscal years and shall include cost estimates, methods of financing and time schedules. This information shall be revised and extended on an annual basis.

6-4-3

(a) The capital improvement plan shall be submitted to the select board by February 1 of each year.

(b) The select board shall, after providing 7 days' notice in the manner required by section 20 of chapter 30A of the General Laws and applicable regulations, hold a public hearing on the capital improvement plan. The select board shall make the capital improvement plan available for public inspection.

6-4-4

The select board shall prepare and submit to each annual town meeting a summary of the capital improvement plan, identifying all proposed capital expenditures for the next 5 years estimated to cost \$100,000 or more, or such other amount as the select board shall determine from time to time and which shall include the fiscal year in which it is anticipated to be expended, the amount and its anticipated source of funding.

Section 5. Annual Audit

6-5-1 At the close of each fiscal year and at such other times as may be deemed necessary, an independent audit shall be undertaken of all accounts of the town by a certified public accountant. The audit committee created by by-law, if any, or in the absence thereof, the select board, shall solicit a firm or firms for such purposes. The certified public accountant so selected shall have no personal interest, directly or indirectly, in the financial affairs of the town or any of its offices. Upon completion of the audit, the results shall be reviewed by the audit committee, if any, and by the select board and the finance committee. The results, in summary form, shall be placed on file in the office of the town clerk and on the town website as a public record and shall be available in the public library for public information.

CHAPTER 7

BY-LAWS AND CHARTER - ADOPTION, AMENDMENT AND PERIODIC REVIEW

Section 1. By-laws

7-1-1 By-laws may be proposed by warrant article consistent with the General Laws and this charter.

7-1-2 Adoption and amendment of by-laws shall be approved in accordance with applicable General Laws.

7-1-3 The select board shall ensure that the by-laws are reviewed and prepared for any necessary revisions at least once every 10 years.

7-1-4 The town clerk shall codify and republish the by-laws from time to time as may be reasonable and such by-laws shall also be posted on the town website.

7-1-5 All special acts, by-laws, town meeting resolutions, and rules and regulations of the town in force at the time this charter takes effect, not inconsistent with this charter, shall continue in full force and effect.

Section 2 Charter

7-2-1 Amendments to the charter may be approved by any means available pursuant to the Constitution of the Commonwealth and the General Laws; provided, however, that if such amendments are to be acted upon by town meeting in accordance with section 10 of chapter 43B of the General Laws, the select board and finance committee shall present their recommendations to town meeting for consideration upon any such proposed amendment.

7-2-2 The select board shall appoint a committee of not less than 5 nor more than 9 members to review the charter at least once every 10 years, such that review of the charter shall begin 5 years after the by-law review provided for in section 7-1-3 and shall provide recommendations, if any, to a subsequent town meeting with respect to such review.

SECTION 2. All town of Brewster by-laws, resolutions, rules and regulations and votes of the town meeting in force at the time the charter established pursuant to section 1 takes effect, that are not inconsistent with this charter shall continue in full force and effect. If any provision of the charter established in section 1 conflicts with any of the by-laws, rules and regulations, orders or special acts or acceptances of laws of the town, the charter provisions shall govern. All town by-laws, rules and regulations, orders and special acts of the town not superseded by the charter established in section 1 shall remain in full force and effect.

SECTION 3. All persons appointed or elected to offices, boards, commissions and agencies in the town of Brewster on the effective date of this act shall continue to perform the duties thereof until they are reappointed or re-elected or until successors to their respective positions

are appointed or elected or until their duties have been transferred and assumed by another town office, board, commission or agency.

SECTION 4. Any person holding an office or a position in the administrative service of the town of Brewster or any person holding permanent employment under the town on the effective date of this act shall retain their office, position or position of employment and shall continue to perform the duties of their respective office, position or position of employment until provision has been made for the performance of those duties by another person or agency; provided, however, that a person in the permanent service of the town shall not forfeit their pay grade or time in the service of the town as a result of the adoption of the town charter. Nothing in this section shall provide a person holding an administrative office or position or a person serving in the employment of the town on the effective date of this act with any greater rights or privileges with regard to that person's continued service or employment with the town than that person had before the effective date of this act. Nothing in this section shall impair the rights of any person under an individual employment contract or collective bargaining agreement.

SECTION 5. All records, property and equipment of a office, board, commission, committee or agency or part thereof of the town of Brewster, the powers and duties of which are assigned in whole or in part to another town office, board, commission or agency by this act shall be transferred forthwith to the office, board, commission or agency as so assigned.

SECTION 6. All official bonds, recognizances, obligations, contracts and other instruments entered into or executed by, on behalf of or to the town of Brewster before the effective date of this act, and all taxes, assessments, fines, penalties and forfeitures, incurred or imposed or due or owing to the town of Brewster, shall be enforced and collected and all writs, prosecutions, actions and causes of action, except as herein otherwise provided, shall continue without abatement and remain unaffected by the adoption of the charter in section and no legal act done by or in favor of the town shall be rendered invalid by reason of the passage of this act.

SECTION 7. To provide for the transition to reduce the terms of all planning board members of the town of Brewster from 5-year terms to 4-year terms, at the next regular election following at least 64 days after the effective date of this act, 1 planning board member shall be elected for a 1-year term, 1 planning board member shall be elected for a 2-year term and the expiring term shall be placed on the ballot for a 4-year term. The expiring

term shall appear on the ballot with instructions to vote for 1 candidate; provided, however, that if the incumbent is running for the office, the incumbent shall have the words "candidate for re-election" next to their name. The 2-year term and the 1-year term shall appear together on the ballot with instructions to voters to vote for 2 candidates, with the longer term going to the candidate with the most votes. Following the effective date of this act, the term of the planning board member most recently elected shall be reduced from 5 years to 4 years. Thereafter, all planning board members shall be elected to alternating 4-year terms, with no more than 2 terms expiring each year.

SECTION 8. This act shall take effect upon its passage.

ENDORSEMENT FOLLOW ON PAGE 24

House of Representatives, January 3, 2023.

Passed to be enacted,

Paul J. Bonito, Speaker.

In Senate, January 4, 2023.

Passed to be enacted,

[Signature], President.

January 5, 2023.

Approved,

at 9 o'clock and 24 minutes, A. M.

Charles D. Bow
Governor.

For Your Information

March 11, 2024

1. Community Block Development Grant Program monthly update
2. Cape Light Compact Governing Board to vote on clarifying amendment to the Second Amended and Restated Joint Powers Agreement
3. Guidance on new Good Landlord Tax Exemption



TO: Donna Kalinick, Jill Scalise, Town of Brewster
FROM: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.
DATE: March 2, 2024
RE: Brewster CDBG Program Monthly Update

Administration:

The administration of the grant continues to go well for both the FY21 & FY22/23 grants. All construction work for the FY21 grant is on course to finish by the end of March, then we'll move into the administrative closeout process. We're on track to submit the FY24 Brewster application prior to the March 25th deadline.

Housing Rehabilitation:

The FY21 Housing Rehab program is wrapping up. 19 of the 20 projects are complete, and the final home is under construction, due to finish before the 3/31 grant end date. Some urgent change orders for this final project delayed the completion a bit, but we're grateful the contractors found the issues and that funds were available to address them. Units by town: Brewster: 6, Dennis: 9, Wellfleet: 5.

In the FY22/23 grant, 8 projects have completed intakes so far, marching towards construction. 1 project is under contract, with construction starting while the others are out to bid, having contractor walk-throughs, or waiting for septic designs before moving forward. Another 8 applications are in the acceptance process. TRI staff are working closely with each applicant to help secure the required documentation to reach acceptance into the program.

Of the 8 approved projects so far, the units by town are: Brewster- 2, Wellfleet- 1, Dennis-5

Childcare Subsidy Program:

We're enjoying a strong start to the new year of funding for the Childcare Subsidy Program. Thanks to growing word of mouth, especially in Brewster, the application pace has increased compared to last year. To date, 20 families have applied to the FY22/23 program and 16 have been approved, a total of 20 children. Over 40% of available funds for the program year have been encumbered to date. The breakdown so far of children by town is: Brewster: 15, Dennis: 5



Cape Light Compact JPE
261 Whites Path, Unit 4, South Yarmouth, MA 02664
Energy Efficiency 1.800.797.6699 | Power Supply 1.800.381.9192
Fax: 774.330.3018 | capelightcompact.org

March 8, 2024

BY FEDERAL EXPRESS AND ELECTRONIC MAIL

Board of Selectmen
c/o Town Administrator
Town of Brewster
2198 Main Street
Brewster, MA 02631

Re: Cape Light Compact JPE

Dear Selectmen:

The purpose of this letter is to inform the Town that the Governing Board of the Cape Light Compact JPE (the "Compact") intends to vote on a clarifying amendment to Compact's Second Amended and Restated Joint Powers Agreement dated as of July 21, 2021 (the "JPA"). The vote to adopt the proposed amendment will take place at the April 10, 2024 Governing Board meeting, or at a later date if the Governing Board decides that a later date is more desirable or appropriate.

While the power to amend the JPA generally lies with the Governing Board, the Compact Members are required to be given advance notice under Article XV of the JPA which provides for at least thirty (30) days advance written notice prior to taking a Governing Board vote to adopt such amendment(s). The Governing Board is proposing to amend Article XVI of the JPA to provide the clarifying language set forth in bold italicized text as follows:

This Agreement shall continue in effect for a term not to exceed twenty-five (25) years; more specifically, the term will end July 21, 2046 unless extended by the Governing Board through an amendment to this Agreement prior to such date.

Members having any comments on the proposed amendment are being asked to provide them to their Director in advance of the April meeting. Please let me know if you have any questions.

Sincerely,

Cape Light Compact JPE Administrator

cc: Colin Odell, Brewster Cape Light Compact JPE Director (via email)

Working Together Toward A Smarter Energy Future

Aquinnah Barnstable Bourne Brewster Chatham Chilmark Dennis Dukes County Eastham Edgartown Falmouth
Harwich Mashpee Oak Bluffs Orleans Provincetown Sandwich Tisbury Truro Wellfleet West Tisbury Yarmouth

**SECOND AMENDED AND
RESTATED JOINT POWERS
AGREEMENT
OF THE
CAPE LIGHT COMPACT JPE**

(July 21, 2021)

This Second Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of July 21, 2021, and is entered into by and among the municipalities and counties listed on Exhibit A hereto (the “Members”), pursuant to the authority of Massachusetts General Laws Chapter 40, §4A ½ and G.L. c. 164, §134.

WHEREAS, the Massachusetts Restructuring Act of 1997 (the “Act”) was enacted during a period where Federal Law allowed for the restructuring of existing electric utilities into separate generation, transmission and distribution companies and, accordingly, the Act set forth a framework for the competitive supply of electric generation service to Massachusetts electric customers and allowed electric customers to choose their electric power supplier; and

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter- Governmental Agreement effective as of October, 1997 which has been amended from time to time (most recently in November of 2015) and is due to expire in October of 2022 (the “IGA”); and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact as most recently approved and updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015) which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha’s Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, it is in the best interests of the Compact's members to transfer its administrative, fiscal and operational functions to a new independent legal entity, a joint powers entity, prior to expiration of the IGA; and

WHEREAS, members of joint powers entities are afforded express liability protection from the acts and omissions of the entity and the other participating members; and

WHEREAS, joint powers entities are conferred many express powers by law that are not available to the Compact, including the ability to employ staff; and

NOW THEREFORE, the Members hereby enter into this Agreement and, pursuant to G.L. c. 40, § 4A½ (as may be amended from time to time, the "Joint Powers Statute"), hereby form a body politic and corporate.

ARTICLE I: EFFECTIVE DATE; FORMATION; MEMBERSHIP; LIABILITY OF MEMBERS

A. Effective Date; Formation.

This Agreement shall become effective and the joint powers entity shall exist as a separate public entity on April 12, 2017 (the "Effective Date.") Each Municipal Member shall provide a duly authorized signature page for attachment hereto. There is formed as of the Effective Date a separate public entity named the Cape Light Compact JPE. The Cape Light Compact JPE shall provide notice to the Members of the Effective Date. The Cape Light Compact JPE shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated or expires in accordance with Article XVI (Term; Termination; Withdrawal), subject to the rights of the Members to withdraw from the Cape Light Compact JPE.

B. Eligibility for Membership; Addition of Members.

Municipal members of the Compact are eligible for full membership in the Cape Light Compact JPE. Municipal members of the Compact who become members of the Cape Light Compact JPE shall be referred to as "Municipal Members." Barnstable County and Dukes County may participate as limited members as set forth in Article I(E) (County Members) below. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Subject to the deadlines set forth in Article XVIII(C) (Transfer of Operations), a municipal member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute and delivering an executed copy of this Agreement and a copy of the authorization, vote or resolution as required by the Joint Powers Statute to the Cape Light Compact JPE. The Members acknowledge that membership in the Cape Light Compact JPE may change by the addition and/or withdrawal of Members. The Members agree to participate with such other Members as may later be added. The Members

also agree that the withdrawal by a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

C. Region.

The region within which the powers and duties provided in this Agreement shall be exercised is Barnstable County and Dukes County. The foregoing sentence shall not be construed as a limitation on the Cape Light Compact JPE's powers in any way, including, but not limited to, its power to offer statewide programs or participate in statewide proceedings (as such programs or proceedings may affect the region), or its power to contract with persons or entities outside the Commonwealth of Massachusetts.

D. Liability of Members.

Members shall not be liable for the acts or omissions of other Members or the region or the Cape Light Compact JPE created by this Agreement, unless the Member has agreed otherwise in this Agreement, or as may be provided for in a separate contract between the Member and the Cape Light Compact JPE. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to fifty percent (50%) of the combined population of all of the Municipal Members of the Cape Light Compact JPE.

This Agreement is not intended to impose any independent financial liabilities on the Members. Each Member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein, or as may be provided for in a separate contract between a Member and the Cape Light Compact JPE.

E. County Members.

Barnstable County and Dukes County may participate as limited members of the Cape Light Compact JPE and shall be referred to herein as the "County Members," or collectively with the Municipal Members as the "Members." The County Members shall not be permitted to vote on matters concerning aggregated power supply, energy efficiency plans and programs or other such matters committed to municipal aggregators pursuant to any provision of the Massachusetts General Laws. Other limitations on the participation rights of County Members are set forth elsewhere in this Agreement.

A county member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute. Each County Member shall provide a duly authorized signature page for attachment hereto.

ARTICLE II: GOALS; POLICIES; PURPOSES

The Cape Light Compact JPE's goals, policies and purposes include, without limitation, the following:

- a) providing the basis for aggregation of all consumers on a non-discriminatory basis;
- b) negotiating the best terms and conditions for electricity supply and transparent pricing;
- c) exploring all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates (“RECs”) or both, on a long-term basis;
- d) providing equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities or its successor (“DPU”);
- e) providing and enhancing consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- f) improving quality of service and reliability;
- g) encouraging environmental protection through contract provisions;
- h) utilizing and encouraging renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;
- i) administering an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;
- j) advancing specific community goals that maybe selected from time to time, such as placing utility wires underground;
- k) providing full public accountability to consumers; and
- l) utilizing municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

The Cape Light Compact JPE shall accomplish the foregoing purposes through the following: (i) operation of energy efficiency programs; (ii) developing or promoting the development of renewable energy resources and projects; (iii) procuring competitive electric supply for its customers; (iv) procuring RECs; (v) participating in regulatory and legislative proceedings; and (vi) consumer advocacy.

ARTICLE III: POWERS OF THE CAPE LIGHT COMPACT JPE

The Cape Light Compact JPE is a body politic and corporate with power to:

- a) sue and be sued;
- b) make, negotiate and execute contracts and other instruments necessary for the exercise of the powers of the region, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Member until approved by such individual Member, as the case may be;
- c) make, amend and repeal policies and procedures relative to the operation of the region in accordance with the Joint Powers Statute and other limitations as may be applicable under state law;
- d) receive and expend funds, including funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- e) apply for and receive grants from the commonwealth, the federal government and other public and private grantors;
- f) submit an annual report to each Member, which shall contain a detailed audited financial statement and a statement showing the method by which the annual charges assessed against each governmental unit (if any) were computed;
- g) borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE, provided, however, that such borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§16-28;
- h) subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board;
 - i) as a public employer, to hire staff;
 - j) to plan projects;
 - k) to implement projects and/or conduct research;
- l) adopt an annual budget and to direct the expenditure of funds made available to the Cape Light Compact JPE by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Cape Light Compact JPE;

- m) to acquire property by gift, purchase or lease;
- n) to construct equipment and facilities;
- o) to apply for and receive contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Cape Light Compact JPE and, to the extent required herein, agreed to by each Member to be financially bound thereby;
- p) to engage consultants, attorneys, technical advisors and independent contractors;
- q) to adopt bylaws to govern its internal affairs;
- r) to reimburse persons who have advanced funds;
- s) to enforce agreements or otherwise prosecute claims on behalf of Members and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Cape Light Compact JPE;
- t) to invest funds;
- u) to procure insurance;
- v) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program or similar or successor programs, and other financing options;
- w) to contract with an agent, including, without limitation, a regional government or a Member, to manage or accomplish any of its functions or objectives;
- x) to enter into agreements with state, quasi-state, county and municipal agencies, cooperatives, investor-owned utilities and other private entities, all as is convenient or necessary to manage or accomplish any of the Cape Light Compact JPE's functions or objectives; and
- y) any such other powers as are necessary to properly carry out its powers as a body politic and corporate.

ARTICLE IV: SERVICES; ACTIVITIES; UNDERTAKINGS

The services, activities or undertakings to be jointly performed within the region are as follows: (i) power supply procurement; (ii) offering of energy efficiency programs; (iii) participation in regulatory and legislative proceedings; (iv) education of the public and

government regarding energy issues; and (v) such other services, activities, and undertakings as set forth in Article II (Goals, Policies; Purposes).

ARTICLE V: GOVERNING BOARD

A. Powers of the Governing Board.

In accordance with the Joint Powers Statute, the Cape Light Compact JPE shall be governed by a board of directors consisting of the Directors from the Municipal Members (the “Governing Board”). The Governing Board shall be responsible for the general management and supervision of the business and affairs of the Cape Light Compact JPE, except with respect to those powers reserved to the Members by law or this Agreement. The Governing Board shall coordinate the activities of the Cape Light Compact JPE and may establish any policies and procedures necessary to do so. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee (as set forth below in Article V(C) (Executive Committee) the powers to act for the Governing Board between regular or special meetings of the Governing Board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as they may deem appropriate and as is consistent with applicable law.

The Governing Board shall establish and manage a fund or funds to which all monies contributed by the Members, and all grants and gifts from the federal or state government or any other source shall be deposited.

The Governing Board may borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE. The borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§ 16-28. The Governing Board may, subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Director for each Municipal Member. In the absence of a Director, his or her alternate shall be entitled to vote and otherwise exercise all of the powers of such Director. The Directors, and alternate directors, shall be selected by each Municipal Member in accordance with its municipal appointment rules and procedures and for such term as may be established by their respective appointing authorities. Except as hereinafter provided, the Directors (and alternates) shall hold office until the next selection of Directors (and alternates) by each such Member and until his or her successor is selected. Directors shall be subject to any limitations or direction established by their appointing

authorities. The Cape Light Compact JPE shall not be responsible for interpreting or enforcing any such limitations that may be established by the appointing authorities. Further, any action on the part of the Cape Light Compact JPE shall not be rendered void or invalid as a result of a Director's failure to abide by any such limitations. The sole remedy of an appointing authority in such instance is to remove and replace such Director.

Each County Member may appoint a representative to attend Governing Board meetings (the "County Representative"). County Representatives may participate in Governing Board discussions and nonbinding Governing Board votes.

C. Executive Committee.

At such time as there are more than five (5) Municipal Members, there shall be an Executive Committee composed of no less than five (5) Directors elected by the Governing Board from among the Directors appointed by the Municipal Members. The Executive Committee shall be selected by majority vote of all of the Directors of the Municipal Members. In addition to the delegation of powers set forth in Article V(A) (Powers of Governing Board), the powers of the Governing Board shall be delegated to the Executive Committee in the following circumstances: (i) when a quorum of the full Governing Board is not present for a regularly scheduled meeting; and (ii) exigent circumstances require Governing Board action, and there is insufficient time to convene a regular meeting of the Governing Board.

The Executive Committee shall conduct its business so far as possible in the same manner as is provided by this Agreement by the Governing Board. A majority of the Executive Committee shall constitute a quorum. The Executive Committee shall keep records of its meetings in form and substance as may be directed by the Governing Board and in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25, and other applicable law.

Any Director who is not a member of the Executive Committee may attend and participate in Executive Committee meetings, but may not vote. Attendance may be in-person or by telephone.

From time to time upon request and at each meeting of the Governing Board ~~of Directors~~, the Executive Committee shall make a full report of its actions and activities since the last meeting of the Governing Board.

If two (2) members of the Executive Committee object to the affirmative action taken by the Executive Committee, they may appeal such decision within forty-eight (48) hours of such action or vote by requesting a special meeting of the Governing Board in accordance with Article VI(C) (Special Meetings) which must occur as soon as possible but no later fourteen (14) days after the Executive Committee action if the original Executive Committee action was necessitated by exigent circumstances. At such special meeting, the Governing Board may overturn the action or vote of the Executive Committee by a two-thirds vote of the Directors. A vote by the Executive Committee to take no action cannot be appealed.

D. Manner of Acting and Quorum.

A simple majority of the members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) must be physically present to attain a quorum. In order for a meeting of the Governing Board to convene and take action, additional members of the Governing Board equal to or greater than a majority of the Municipal Members of the Governing Board must be physically present or participating remotely (the "Additional Participating Governing Board Members"). By way of example, if the Governing Board has a total of twenty-one Municipal Members, and five members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) are physically present, an additional six Governing Board members must participate in person or remotely in order for a meeting to convene. If there are not enough Additional Participating Governing Board Members to attain a majority of the Governing Board, the provisions of Article V(C) (Executive Committee) shall apply to convening and taking action at a meeting to the meeting.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. Directors may participate in meetings remotely in accordance with applicable laws regarding remote participation, including the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. Unless altered by the Governing Board in accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present plus the Additional Participating Governing Board Members, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Directors participating remotely are to be considered present and may vote. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the

population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

E. Rules and Minutes; Meeting Announcements.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by law or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings in accordance with the Open Meeting Law. All regular and Executive Committee meeting announcements shall be sent to all Directors and County Representatives.

F. Voting.

If requested by any Director and as may be required by law, a vote of the body shall be taken by a roll call and the vote of each Director shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded. Pursuant to the Open Meeting Law, roll call votes are required for the following: (i) a vote to go into executive session; (ii) votes taken in executive session; and (iii) votes taken in open session when one or more Directors is participating remotely.

G. Resignation and Removal.

1. Resignation.

Any Director or County Representatives (or their alternates) may resign at any time upon written notice to the remaining Governing Board. A Director may resign from the Executive Committee and still keep his or her position as a Director. The resignation of any Director (or alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Director (or alternate) may be removed at any time with or without cause by his or her appointing authority. The Governing Board may send a notice to an appointing authority requesting removal of a Director for cause as specified in such notice. For cause removal shall include, but not be limited to, disclosure of documents exempt from disclosure under the Massachusetts Public Records Law in violation of G.L. c. 268A, §23(c)(2), or disclosure of matters discussed during executive session prior to release of executive session minutes.

A Director from a Municipal Member who fails to attend at least half of the Directors' meetings annually shall be automatically removed, unless such Director has requested an exemption from this requirement due to special circumstances (i.e., prolonged illness,

conflicting work/personal commitments). Annual attendance shall be calculated on a calendar year basis. The secretary (or other officer of as may be designated by the Governing Board) shall report on the annual attendance of Directors as requested by the Governing Board. In each vote implementing the removal of a Director, the Governing Board shall state an official removal date, which shall generally take place within ninety (90) to one hundred and eighty days (180) in order to give the Municipal Member who appointed such Director an opportunity to replace such Director. A Municipal Member whose Director is removed shall be given immediate notice of such removal. A Director who has been removed or a Municipal Member whose Director has been removed may petition the Governing Board for reinstatement and he or she shall be given notice and an opportunity to be heard before the Governing Board on such matter within ninety (90) days of such request.

H. Vacancies.

1. Vacancies on the Governing Board.

The remaining Directors may act despite a vacancy in the Governing Board. A vacancy in the Governing Board of a Director from a Municipal Member shall be promptly filled, but in no case more than sixty (60) days thereafter, by the appointing authority of the Municipal Member which originally selected such Director. Each Director chosen to fill a vacancy on the Governing Board shall hold office until his or her successor shall be appointed and qualified by his or her appointing authority. Insofar as there is no Director then in office representing a Municipal Member, the alternate shall act in his or her stead. If a Municipal Member has not appointed an alternate, the Director position shall be considered vacant for that particular Municipal Member and it shall not be counted for quorum purposes under Article V(D) (Manner of Acting and Quorum) or for the purposes of the Open Meeting Law until the Municipal Member fills the vacancy and/or appoints an alternate.

2. Vacancies on the Executive Committee.

Vacancies on the Executive Committee shall be filled in the same manner as the position was originally filled.

3. No Right to Compensation.

No Director shall receive an additional salary or stipend for his or her service as a Governing Board member. Directors are not eligible for health insurance or other benefits provided to employees of the Cape Light Compact JPE.

ARTICLE VI: MEETINGS OF THE GOVERNING BOARD

A. Place.

Meetings of the Governing Board, including meetings of the Executive Committee, shall be held at such place within Barnstable County or Dukes County, or at such other place as may be named in the notice of such meeting.

B. Regular Meetings.

Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

Special meetings of the Governing Board may be called by the chairman or any other officer or Director at other times throughout the year.

D. Notice.

In addition to the personal notice to Directors and County Representatives set forth in Article V(E) (Rules and Minutes; Meeting Announcements), public notice of any regular meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight (48) hours' notice to Directors and County Representatives by mail, electronic mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Director or County Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Director or County Representative who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Directors.

A Director or County Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Cape Light Compact JPE contemplates contracting or transacting business shall disclose his or her relationship or interest to Governing Board. No Director or County Representative so interested shall deliberate or vote on such contract or transaction. The affirmative vote of a majority of the disinterested Directors or County Representative present and voting hereof shall be required before the Cape Light Compact JPE may enter into such contract or transaction.

In case the Cape Light Compact JPE enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member,

stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Director or County Representative have or may have interests therein which are or might be adverse to the interests of the Cape Light Compact JPE. No Director or County Representative having disclosed such adverse interest shall be liable to the Cape Light Compact JPE or to any creditor of the Cape Light Compact JPE or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director or County Representative be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Director or County Representative or the Governing Board or the Cape Light Compact JPE with G.L. c. 268A, as set forth in Article VIII (G.L. c. 268A), below.

ARTICLE VII: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, Directors present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded roll call vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information, or litigation strategy.

Matters discussed in executive sessions of the Governing Board must be treated as confidential, and disclosure of such matters is a violation of G.L. c. 268A, §23(c)(2). A violation of confidentiality may lead to disciplinary action as established by the Governing Board, including a request for removal of a Director in accordance with Article V(G)(2) (Removal).

ARTICLE VIII: G.L. c. 268A

Directors, County Representatives, officers and employees of the Cape Light Compact JPE are subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two (2) or more public entities may find that each agency has an interest in a particular matter. Any employee, officer, County Representative or Director may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>. Directors may also request a formal conflict of interest opinion from town counsel pursuant to G.L. c. 268A, §22.

In accordance with G.L. c. 268A, §23(c)(2), Directors, County Representatives, officers and employees of the JPE are prohibited from improperly disclosing materials or data that are exempt from disclosure under the Public Records Law, and were acquired by him or her in the course of his or her official duties, and may not use such information to further his or her personal interest.

ARTICLE IX: OFFICERS; STAFF; SERVICE PROVIDERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and business officer and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one (1) year and until their respective successors are elected and qualified. Other than the treasurer and business officer, all officers must be a Director and, upon selection of a successor Director by such officer's appointing Member, such officer shall immediately tender notice thereof to the Cape Light Compact JPE and the Governing Board shall select a replacement among the various Directors from the Municipal Members for the remaining term of such officer.

B. Qualifications.

Two (2) or more offices may be held by the same person, except the offices of chairman, secretary or treasurer.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Directors from the Municipal Members for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Cape Light Compact JPE may be removed from his or her respective offices with or without cause by resolution adopted by a majority of the Directors present and voting at any regular or special meeting of the Governing Board.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary, the Cape Light Compact JPE Administrator, or Director of the Cape Light Compact JPE. An officer may resign as officer without resigning from other positions in the Cape Light Compact JPE, including positions on the Executive Committee or as Director.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Cape Light Compact JPE.

Persons or groups of persons designated by the Governing Board as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

G. Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

H. Treasurer and Business Officer.

The Governing Board shall appoint a treasurer who may be a treasurer of one of the Municipal Members. No Director or other employee of the Cape Light Compact JPE shall be eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Governing Board, shall be authorized to receive, invest and disburse all funds of the Cape Light Compact JPE without further appropriation. The treasurer shall give bond for the faithful performance of his or her duties in a form and amount as fixed by the Governing Board. The treasurer may make appropriate investments of the funds of the Cape Light Compact JPE consistent with G.L. c. 44, §55B.

The Governing Board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the Municipal Members. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to G.L. c. 41, §§52 and 56 and shall not be eligible to hold the office of treasurer.

If the Cape Light Compact JPE is using a service provider pursuant to Article IX(M) (Service Providers) to handle Cape Light Compact JPE funds, the Governing Board shall consider using one or more employees of such service provider to serve as treasurer or business officer.

I. Secretary.

The secretary shall arrange for the recording, consistent with applicable law, of all proceedings of the Governing Board, Executive Committee and any other such committee in a book or books to be kept therefor, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

J. Other Officers.

The Governing Board shall retain legal counsel for the Cape Light Compact JPE. The Cape Light Compact JPE's legal counsel may jointly represent the Cape Light Compact JPE's Municipal Members or other parties in accordance with this Article XIX(I) (Shared Legal Representation) of this Agreement.

The Cape Light Compact JPE shall designate a Chief Procurement Officer, whose role, in accordance with G.L. c. 30B (or other applicable procurement laws) and other applicable provisions of law, shall be to select proposals for and facilitate the award of contracts on behalf of the Cape Light Compact JPE, with input from Directors, the Cape Light Compact JPE staff, counsel and others, as such Chief Procurement Officer sees fit. Notwithstanding the foregoing, the Governing Board may determine that the Cape Light Compact JPE, as long as consistent with applicable law, will select proposals and award contracts in another manner.

Other officers shall have such powers as may be designated from time to time by the Governing Board.

K. The Cape Light Compact JPE Administrator.

The Governing Board shall appoint a JPE Administrator who shall be an employee of the Cape Light Compact JPE. In general, the Cape Light Compact JPE Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Cape Light Compact JPE.

More specifically, the Cape Light Compact JPE Administrator shall be responsible for:

- (i) Implementing the goals and carrying out the policies of the Cape Light Compact JPE Governing Board;
- (ii) Maintaining the complete and full records, reports and filings associated with the financial and administrative activity of the Cape Light Compact JPE;
- (iii) Planning and directing all administrative and operational functions of the Cape Light Compact JPE consistent with budgets approved by the Governing Board;

- (iv) Managing the hiring process, supervising and directing the work of all staff consistent with budgets and strategic goals approved by the Governing Board;
- (v) Consulting and advising the Governing Board as to the business, operational and strategic concerns of the Cape Light Compact JPE including fiscal affairs, legal and operational issues, and major program initiatives;
- (vi) Regularly attending all Governing Board meetings and answering all questions addressed to him or her;
- (vii) Managing the Cape Light Compact JPE's legal affairs, including directing the Cape Light Compact JPE's participation in regulatory and judicial proceedings, consistent with relevant budgets approved by the Governing Board;
- (viii) Managing the Cape Light Compact JPE's energy efficiency program in accordance with all applicable laws and the rules and regulations of the DPU, or any successor entity;
- (ix) Negotiating and executing contracts for power supply procurement, renewable energy certificates, energy efficiency contracts, contracts for professional services and legal services in order to achieve the strategic goals and business purposes of the governing board; and
- (x) Perform such other duties as may be directed by the Governing Board from time to time, or as may be necessary or advisable to fulfill the Cape Light Compact JPE's objectives.

The Governing Board may elect to expand, limit or otherwise amend the foregoing responsibilities by replacing this Article IX(K) with a list of responsibilities set forth in Exhibit C.

L. Cape Light Compact JPE Staff.

The Cape Light Compact JPE shall be a public employer. The Governing Board may employ personnel to carry out the purposes of this Agreement and establish the duties, compensation and other terms and conditions of employment of personnel. The Governing Board shall take all necessary steps to provide for continuation of membership in a valid and existing public employee retirement system.

M. Service Providers.

The Governing Board may appoint or engage one or more service providers to serve as the Cape Light Compact JPE's administrative, fiscal or operational agent in accordance with the provisions of a written agreement between the Cape Light Compact JPE and the service provider. A Municipal Member may contract with the Cape Light Compact JPE to be a service

provider. The service provider agreement shall set forth the terms and conditions by which the service provider shall perform or cause to be performed the requested services. This subsection (M) shall not in any way be construed to limit the discretion of the Cape Light Compact JPE to hire its own employees to perform such functions.

ARTICLE X: BUDGET; FINANCING; BORROWING; AND RELATED MATTERS

A. Budget; Segregation of Funds; Expenditures.

Prior to the beginning of each fiscal year, the Cape Light Compact JPE staff shall work with the Governing Board to prepare a proposed operating budget. The Cape Light Compact JPE shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article V(D) (Manner of Acting and Quorum).

All funds of the Cape Light Compact JPE shall be held in separate accounts in the name of the Cape Light Compact JPE and not commingled with funds of any other person or entity. All funds of the Cape Light Compact JPE shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements. The Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Cape Light Compact JPE. All expenditures shall be made in accordance with the approved budget and in accordance with any applicable procedures or controls as may be authorized by the Governing Board.

B. Financing.

The Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region in the manner set forth in this Article X. Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), the Cape Light Compact JPE may collect a kilowatt hour charge or equivalent of up to a mil per kilowatt hour, from consumers participating in the municipal aggregation power supply program. The amount collected may be up to 1 mil (\$.001), or such lower amount as the Cape Light Compact JPE Administrator may determine, for every kilowatt hour sold to consumers for the duration of service under a competitive electric supply agreement (this charge is referred to as an “Operational Adder”). The Cape Light Compact JPE will primarily use the Operational Adder funds to support the municipal aggregation power supply program budget and other costs associated with implementing the powers and purposes of the Cape Light Compact JPE. The level of the Operational Adder shall be determined during the annual operating budget process based upon the projected expenses of the Cape Light Compact JPE. All uses of the Operational Adder shall follow the Cape Light Compact JPE budget appropriation process.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), funding for the Cape Light Compact JPE’s energy efficiency activities shall come in part from the mandatory system benefits charges imposed on consumers in

accordance with G.L. c. 25, §19(a), which funds energy efficiency programs administered by municipal aggregators with energy plans certified by the DPU under G.L. c. 164, §134(b). In addition, in accordance with G.L. c. 25, §19(a), the Cape Light Compact JPE's energy efficiency activities may also be funded by revenues from the forward capacity market administered by ISO New England Inc., revenues from cap and trade pollution control programs (e.g., Regional Greenhouse Gas Initiative), other funding sources and an energy efficiency surcharge, as approved by the DPU or a successor thereto. In addition, the Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region with grants from the commonwealth, the federal government and other public and private grantors;

C. Borrowing.

The Cape Light Compact JPE is authorized to incur borrowing pursuant to the Joint Powers Statute. There are no limitations on the purposes, terms and amounts of debt the Cape Light Compact JPE may incur to perform such services, activities or undertakings, except as may established by law.

ARTICLE XI: COOPERATION; AUTHORITY DOCUMENTS

The Members agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

The Members acknowledge and agree that the authority of the Cape Light Compact JPE will be evidenced and effectuated through this Agreement and through Governing Board votes, resolutions and various documents duly adopted by the Governing Board. The Members agree to abide by and comply with the terms and conditions of all such votes, resolutions and documents that may be adopted by the Governing Board, subject to each Member's right to withdraw from the Cape Light Compact JPE as described in Article XVI (Term; Termination; Withdrawal).

ARTICLE XII: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, the Members and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Members until approved by such individual Member, as the case may be, and further, that any contract shall indemnify and hold harmless the Cape Light Compact JPE and its Members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XIII: OTHER APPLICABLE LAWS

Nothing in this Agreement or in any negotiated contract for the supply of electricity shall be construed to supersede, alter or otherwise impair any obligation imposed on any Member by otherwise applicable law.

ARTICLE XIV: INDEMNIFICATION OF DIRECTORS; LIABILITY OF DIRECTOR AND OFFICERS; INSURANCE; INDEMNIFICATION OF MEMBERS

A. Indemnification of Directors.

The Cape Light Compact JPE shall, to the extent legally permissible, indemnify the Directors, County Representatives, officers and Members. All contracts negotiated or undertaken by the Cape Light Compact JPE shall also include, to the maximum extent feasible, indemnification of the Directors, County Representatives, officers and the Members.

B. Liability of Directors, Officers, and Employees.

The Directors, County Representative, officers, and employees of the Cape Light Compact JPE shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, County Representative, officer, or employee.

C. Insurance.

The Cape Light Compact JPE shall acquire such insurance coverage as the Governing Board deems necessary to protect the interests of the Cape Light Compact JPE, the Members, the Directors and officers, employees and the public. If possible, such insurance coverage shall name the Members as additional insureds. If the Cape Light Compact JPE has employees, it shall obtain worker's compensation insurance.

D. Indemnification of Members.

The Cape Light Compact JPE shall defend, indemnify and hold harmless the Members from any and all claims, losses, damages, costs, injuries and liabilities of every kind to the extent arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Cape Light Compact JPE under this Agreement, and not arising directly or indirectly from the negligent or intentional actions of any Member. In addition, the Cape Light Compact JPE shall not be responsible for indemnifying any Member for any claims, losses, damages, costs or injuries arising from any duties that such Member has agreed to assume in a contract with the Cape Light Compact JPE.

ARTICLE XV: AMENDMENT; REVISION OF EXHIBITS

Except as set forth below in the following paragraph, this Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Directors of Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Notice of proposed amendments shall be sent to Members at least thirty (30) days before any Governing Board vote on such amendments in accordance with Article XIX(D) (Notices).

Certain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members).

In addition, termination of the Cape Light Compact JPE shall require the approval of all Municipal Members.

The Municipal Members agree that Exhibits A (List of Members), B (Weighted Voting) and C (JPE Administrator Responsibilities) to this Agreement set forth certain administrative matters that may be revised by the Cape Light Compact JPE Administrator in accordance with Governing Board authorization without such revision constituting an amendment to this Agreement. The Cape Light Compact JPE shall provide written notice to the Members of the revision to such exhibits.

ARTICLE XVI: TERM; TERMINATION; WITHDRAWAL

This Agreement shall continue in effect for a term not to exceed twenty-five (25) years. At the conclusion of the term, taking into account any changed circumstances, the Municipal Members shall in good faith negotiate a replacement agreement.

Any Member may voluntarily withdraw from the Cape Light Compact JPE at the end of each calendar quarter upon at least ninety (90) days prior written notice. Withdrawal of such Member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such Member and financial contributions to the Cape Light Compact JPE made or agreed to be made by such member.

This Agreement may be terminated by collective agreement of all the Municipal Members; provided, however, the foregoing shall not be construed as limiting the rights of a Municipal Member to withdraw its membership in the Cape Light Compact JPE, and thus terminate this Agreement only with respect to such withdrawing Municipal Member.

Upon termination of this Agreement, any surplus money or assets in possession of the Cape Light Compact JPE for use under this Agreement, after payment of all liabilities, costs,

expenses, and charges incurred under this Agreement shall be returned to the then-existing Members in proportion to the contributions made by each, if applicable; if no contributions were made, surplus assets shall be distributed based on the relative populations of each Municipal Member. Payment of liabilities and disbursement of surplus money or assets shall also be in accordance with any rules, regulations and policies adopted by governmental authorities having jurisdiction over the Cape Light Compact JPE.

ARTICLE XVII: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of the Commonwealth of Massachusetts or of the United States, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or the Massachusetts General Laws, the Cape Light Compact JPE shall remain in full force and effect as to all severable matters.

ARTICLE XVIII: THE CAPE LIGHT COMPACT JPE AS SUCCESSOR TO THE COMPACT; TRANSFER OF COMPACT'S ADMINISTRATIVE AND OPERATIONAL FUNCTIONS

A. The Cape Light Compact JPE's Status as Successor Entity to the Compact.

It is the intent of the Members that the Cape Light Compact JPE eventually serve as the successor entity to the Compact.

In order to provide for an orderly transition, the Cape Light Compact JPE and the Compact will coordinate transfer and succession plans in accordance with this Article XVIII.

B. Transfer of Administrative and Financial Functions.

Upon transfer of the Compact's operations as set forth in Article XVIII(D) (Transfer of Operations) below, and in accordance with applicable transfer and succession plans, the Cape Light Compact JPE shall assume all benefits, obligations and liabilities of the Compact.

Upon the Effective Date, the Cape Light Compact JPE will serve as the administrative and fiscal arm of the Compact. As soon as practicable, Compact staff will become employees of the Cape Light Compact JPE. At such time, the Cape Light Compact JPE shall assume responsibility for any and all loss, injury, damage, liability, claim, demand, tort or worker's compensation incidents that occur on or after the date personnel are transferred to the Cape Light Compact JPE. The Cape Light Compact JPE will also perform certain financial services for the Compact as set forth in a written agreement between the Compact and the Cape Light

Compact JPE. The Cape Light Compact JPE may elect to delegate performance of such functions to service providers as set forth in Article IX(M) (Service Providers).

C. Transfer of Operations.

Unless such other date is established by the Governing Board, when the majority of the municipal members of the Compact join the Cape Light Compact JPE, the Compact and the Cape Light Compact JPE will develop an asset transfer and succession plan. and, in consultation with DPU (and other governmental authorities if necessary or convenient), will establish an operational transfer date). Once such date is established, the Cape Light Compact JPE will notify the members of the Compact of the deadline for joining the Cape Light Compact JPE in order to participate in its aggregation plan. On or before the operational transfer date, the Cape Light Compact JPE will execute all documents and perform all acts necessary to transfer all programs, operational functions, tangible and intangible assets (including intellectual property), contracts and records of the Compact to the Cape Light Compact JPE so that the Cape Light Compact JPE is the legal successor to the Compact.

D. Meetings and Board Membership During Transition Period.

During the transition period, meetings of the Cape Light Compact JPE will occur immediately before or after scheduled meetings of the Compact. In order to provide for an orderly transition or for any other reason that a Municipal Member deems appropriate, a Municipal Member may appoint the same person to serve on the Cape Light Compact JPE's and Compact's Governing Boards.

E. Completion of Transition and Reorganization

The foregoing subsections (A) – (D) have no future operational effect as of December 13, 2017, the effective date of this Agreement. They remain in this Agreement as a placeholder and for historical context. The operational transfer date was July 1, 2017¹. On that date, the Cape Light Compact JPE became the legal and operational successor to the Compact.

ARTICLE XIX: MISCELLANEOUS

A. Principal Office.

The principal office of the Cape Light Compact JPE shall be located at such places as the Governing Board may establish from time to time.

¹ On April 12, 2017, the Governing Board voted to establish the operational transfer date as July 1, 2017.

B. The Cape Light Compact JPE Records.

The original, or attested copies, of this Agreement and records of all meetings of the Governing Board shall be kept in Massachusetts at the principal office of the Cape Light Compact JPE. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any Municipal Member or Director for any proper purpose and as required by law. The records of the Cape Light Compact JPE shall be subject to the Massachusetts Public Records Act, G.L. c. 66, and shall be deemed public records, unless such records fall within the exemptions set forth in G.L. c. 4, §7, including exemptions for development of inter-agency policy and trade secrets or commercial or financial information.

C. Fiscal Year.

The fiscal year of the Cape Light Compact JPE shall begin on January 1st and end on December 31st.

D. Notices.

All notices, waivers, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and if addressed to the Cape Light Compact JPE shall be sent to:

JPE Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA
02664

The Cape Light Compact JPE may change its address by sending a notice of change of address to all Members.

Members shall be required to send the Cape Light Compact JPE a notice each January setting forth the name, address and other contact information for its Director and alternate director, and the contact name and address for all notices to be sent to Members under this Agreement. If no address has been provided for notices, the Cape Light Compact JPE may use the Town Clerk's address for a Member as provided on its website.

A Member may change its address by sending a notice of change of address to the Cape Light Compact JPE.

Except for any notice required by law to be given in another manner, all notices, waivers, demands, requests, consents, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service

with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. The Cape Light Compact JPE and the Members may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the notifying party of the obligation to provide notice as specified above.

E. Reports.

The Cape Light Compact JPE shall submit an annual report to each Member which shall contain a detailed audited financial statement and a statement in accordance with the Joint Powers Statute.

The Cape Light Compact JPE shall prepare a written annual report, in the format required by the DPU regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Cape Light Compact JPE's web site within thirty (30) days of submission to the DPU. In addition, the Cape Light Compact JPE shall periodically prepare written overviews of the Cape Light Compact JPE's program activities for each Municipal Member for inclusion in its individual town annual reports.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), for so long as is required by the DPU, the Cape Light Compact JPE shall submit an annual report to the DPU on December 1st of each year regarding its municipal aggregation power supply program. The annual report will, at a minimum, provide: (1) a list of the program's competitive suppliers over the past year; (2) the term of each power supply contract; (3) the aggregation's monthly enrollment statistics by customer class; (4) a brief description of any renewable energy supply options; and (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy. As approved by the DPU, the Cape Light Compact JPE may submit this report on a fiscal year basis.

F. Dispute Resolution.

The Members and the Cape Light Compact JPE shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member and the Cape Light Compact JPE shall engage in nonbinding mediation in the manner agreed upon by the participating Member and the Cape Light Compact JPE. The Cape Light Compact JPE and Members agree that each Municipal Member may specifically enforce this Article XIX(F). In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within sixty (60) days after the

demand for mediation or is made, any Municipal Member and the Cape Light Compact JPE may pursue any remedies provided by law.

G. Multiple Originals.

This Agreement shall be executed in accordance with the requirements of the Joint Powers Statute. Amendments to this Agreement requiring approval of Directors shall be executed by the Directors approving such amendments. Amendments to this Agreement requiring approval of the Municipal Members shall be executed in the manner set forth in the Joint Powers Statute.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and all of such signature pages shall be read as though one and shall have the same force and effect as though all of the parties had executed a single signature page.

H. No Partnership or Joint Venture in Contracts with Third Parties; Limitation of Responsibility.

In carrying out its purposes as described herein, and in entry into any third party contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, neither the Cape Light Compact JPE nor any of its Members shall be a partner or joint venturer with any third party. The relationship between the Cape Light Compact JPE (and/or its Members) on the one hand and the other party(ies) to such contract on the other hand shall be that of buyer and seller or agent for the buyer and seller, as the case may be. Nothing therein contained shall be deemed to constitute the Cape Light Compact JPE (and/or its Members) as a partner, agent or legal representative of any third party or to create a joint venture, agency or any relationship between the Cape Light Compact JPE (and/or its Members) and any third party other than that of buyer and seller or agent for the buyer and seller, as the case may be. The Cape Light Compact JPE and its Members have no responsibility to supply, distribute, transmit, meter, bill or otherwise provide electricity to any consumer and none is implied hereby or thereby. Nothing in this Article XIX(H) shall be construed as prohibiting the Cape Light Compact JPE from entering into a partnership or joint venture relationship with any organization in which it has a membership interest or affiliation.

I. Shared Legal Representation Involving Members or Other Public Entities; Official Duties of Cape Light Compact JPE Counsel.

The Cape Light Compact JPE may from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Cape Light Compact JPE has a direct or substantial interest without violating G.L. c. 268A, subject to the consent and approval of all parties requesting legal representation (which may be one or more Members, or one or more non-Member parties). Such dual or common representation allows

the Cape Light Compact JPE to pool resources for a common purpose, develop mutual interests, and preserve public funds. The official duties of the Cape Light Compact JPE counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial proceedings in which the Cape Light Compact JPE is also a party; (ii) contract negotiations or project development matters in which the Cape Light Compact JPE or its Members have an interest, and (iii) other matters in which the Cape Light Compact JPE has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. The Cape Light Compact JPE counsel shall discharge such duties only when requested in writing by the Cape Light Compact JPE's Governing Board. Prior to making such a request, the Cape Light Compact JPE's Governing Board shall determine whether the interests of the Cape Light Compact JPE would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct. Representation of the Compact and the Cape Light Compact JPE shall not be considered dual representation as the two entities shall function as two component parts of one legal entity for a transition period, and then the Cape Light Compact JPE shall serve as the successor entity to the Compact.

Should the provision in G.L. c. 268A limiting dual or common representation be amended or replaced after the Effective Date, the Governing Board may elect to follow any alternative procedures with respect to dual or common legal representation as provided by such statute.

[EXECUTION PAGES TO FOLLOW]

LIST OF EXHIBITS

Exhibit A – List of
Members Exhibit B –
Weighted Voting
Exhibit C – JPE Administrator Responsibilities

EXHIBIT B

Weighted Voting

Name of Town	Population
Aquinnah	311
Barnstable	45,193
Bourne	19,754
Brewster	9,820
Chatham	6,125
Chilmark	866
Dennis	14,207
Eastham	4,956
Edgartown	4,067
Falmouth	31,531
Harwich	12,243
Mashpee	14,006
Oak Bluffs	4,527
Orleans	5,890
Provincetown	2,942
Sandwich	20,675
Tisbury	3,949
Truro	2,003
Wellfleet	2,750
West Tisbury	2,740
Yarmouth	23,793

For an example of weighted voting, if the Municipal Members consisted of the Towns of Barnstable, Bourne and Brewster, the total population of the three Municipal Members would be 74,767. For weighted voting purposes, Barnstable's vote would be weighted 60.45%, Bourne's vote would be weighted 26.42%, and Brewster's would be weighted 13.13%.

Archived: Friday, March 8, 2024 4:17:20 PM

From: [Cyr, Julian \(SEN\)](#)

Sent: Thursday, March 7, 2024 4:14:37 PM

To: amorse@provincetown-ma.gov dtangeman@truro-ma.gov tom.guerino@wellfleet-ma.gov jbeebe@eastham-ma.gov Peter Lombardi.jgoldsmith@chatham-ma.gov jpowers@town.harwich.ma.us esullivan@town.dennis.ma.us rwhritenour@yarmouth.ma.us mark.ells@town.barnstable.ma.us LGibson@nantucket-ma.gov jhagerty@edgartown-ma.us jgrande@tisburyma.gov townadmin@westtisbury-ma.gov dpotter@oakbluffsma.gov townadministrator@aquinnah-ma.gov townadministrator@chilmarkma.gov Kimberly Newman.dabramson@provincetown-ma.gov kreed@truro-ma.gov bcarboni@truro-ma.gov aimeeekman855@comcast.net mherman@town.orleans.ma.us cmetters@chatham-ma.gov Ned Chatelain.jkavanagh@townofharwich.us clambton@town.dennis.ma.us mstone@yarmouth.ma.us feliciaprecinct13@gmail.com dhillholdgate@nantucket-ma.gov egreen-beach@oakbluffsma.gov selectboard@edgartown-ma.us smanter@wt-pd.com bill.rossi@compass.com tdmurphy007@gmail.com reutrer@tisburyma.gov

Cc: [Patron, Kathleen \(SEN\)](#) [Holcomb, Michael \(SEN\)](#) [Peake, Sarah - Rep. \(HOU\)](#) [Flanagan, Christopher - Rep. \(HOU\)](#) [Diggs, Kip - Rep. \(HOU\)](#) [Fernandes, Dylan - Rep. \(HOU\)](#) amiller@provincetown-ma.gov turner@mvcommission.org silber@mvcommission.org acktownconsultant@gmail.com kferrantella@nantucket-ma.gov plagg@eastham-ma.gov driviello@provincetown-ma.gov ksclark@truro-ma.gov elizabeth.jenkins@town.barnstable.ma.us kwilliams@yamouth.ma.us

Subject: Guidance on *new* Good Landlord Tax Exemption

Importance: Normal

Sensitivity: None

Attachments:

[igr2024-4.pdf](#) 

Dear Cape and Islands Town Administrators/Managers and Select Board Chairs,

I wanted to share an important update on the implementation of *An Act to improve the Commonwealth's competitiveness, affordability, and equity* that was enacted into law last fall. Included in the \$1 billion tax relief package is a new local option provision known as the *Good Landlord Tax Exemption*.

I am thrilled to inform you that towns are now able to adopt this *Good Landlord Tax Exemption* and I urge you to review and consider adopting this new local option tax exemption to help preserve year-round rental housing.

The local option property tax exemption is available to property owners who rent their residential units to income-qualifying persons at affordable rates; rentals must be on a year-round, annual basis. The attached guidance from the Dept of Revenue provides greater detail, but in essence, your towns are eligible for a local option property tax exemption

that would be set at a rate determined

by the town. Towns can allow for exemptions on units available to renters earning up to 200% of Area Median Income.

With our dire housing crisis and the ongoing conversation of year-round rentals to more profitable seasonal occupancy, the

Good Landlord Tax Exemption provides a tool to help preserve year-round rentals. I would urge you to take a close look at adopting this exemption swiftly to encourage property owners to retain their year-round rentals. Any tool that municipalities can use to protect, preserve, and create affordable year-round housing is worth adopting. The Senate originated this policy in our version of the tax bill, and I'm proud to have led its establishment with my colleague Senator Lydia

Edwards. Kudos to the Town of Provincetown for pioneering a similar tax exception at 80% AMI via home rule in the mid-aughts.

Please don't hesitate to follow up with me and with Michael Holcomb from my team should you have any questions about this new opportunity and how to implement it in your town.

Respectfully,

Julian

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DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Informational Guideline Release

Municipal Finance Law Bureau
Informational Guideline Release (IGR) No. 24-4
March 2024

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 50)

This Informational Guideline Release (IGR) informs local officials about a new local option affordable housing property tax exemption. It also explains local standards and procedures that may be adopted relative to the exemption.

Topical Index Key:

Abatements and Appeals
Exemptions

Distribution:

Assessors
Collectors
Treasurers
Accountants and Auditors
Selectmen/Mayors
City/Town Managers/Exec. Secys.
Finance Directors
City/Town Councils
City Solicitors/Town Counsels

Supporting a Commonwealth of Communities

www.mass.gov/DLS

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 50)

SUMMARY:

This Informational Guideline Release (IGR) informs local officials about a new local option, affordable housing property tax exemption. The exemption was created by section 3 of “AN ACT TO IMPROVE THE COMMONWEALTH’S COMPETITIVENESS, AFFORDABILITY AND EQUITY,” which was signed into law on October 4, 2023. [St. 2023, c. 50](#). For municipalities that accept it, this new tax exemption would apply to the property of residential unit owners who rent their units to income-qualifying persons at affordable rates on a year-round, annual basis.

GUIDELINES:

I. LOCAL ACCEPTANCE

A. Acceptance

Acceptance of G.L. c. 59, § 50 is by vote of the municipality’s legislative body, subject to charter. [G.L. c. 4, § 4](#). Following acceptance, the board of selectboard of a town; the town council of a municipality having a town council form of government; the city manager, with the city council’s approval, in a city with a plan D or E form of government; or the mayor, with the city council’s approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II below, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

B. Effective Date

The acceptance vote should explicitly state the fiscal year in which the exemption will first be available, the first of which can be fiscal year 2025.

C. Revocation

Acceptance may be revoked, but the city or town must wait until at least three years after acceptance. Revocation is also by vote of the legislative body, subject to charter. [G.L. c. 4, § 4B](#).

D. Notice of Acceptance or Revocation

The city or town clerk should notify the [Municipal Databank](#) that G.L. c. 59, § 50 has been accepted or revoked as soon as possible after the vote takes place.

II. SCOPE OF ABATEMENT

A. Residential Ownership

Applicants, including the trustees of a trust, must be the assessed owner of the property on which the tax to be abated is assessed and must own the property on the applicable July 1 exemption qualification date.

This exemption only applies to class one residential units. The unit is not required to be subject to an affordability restriction, but it may have one. Additionally, an accessory dwelling unit that meets the qualifications is eligible to receive the exemption.

B. Domicile

The applicant does not have to be domiciled on their property to qualify unless the municipality adopts a local rule requiring this.

C. Exemption Amount

The amount of the exemption will be determined locally but cannot be more than the tax otherwise due on the parcel (based on its assessed full and fair cash value), multiplied by the square footage of the qualifying housing units and divided by the total square footage of the structure located on the parcel.

For example, based on full and fair cash value, the tax obligation of a three-unit home is \$12,000. Each of the three units is 900 square feet. If only one of the units qualifies for the exemption, then the property owner would receive an exemption equal to 1/3 (900/2700) of the locally determined amount. As such, in this example, the maximum exemption amount would be \$4,000 for that unit.

Otherwise, if a property for which an applicant seeking an exemption is assessed by an income approach to value, then fair market rent must be assumed for all units.

D. Exemption Criteria

Residential unit owners must rent their units to income-qualifying persons at an affordable rate in order to qualify for exemption. The affordable housing rate is determined by the city or town but must be in accordance with the United States Department of Housing and Urban Development's (HUD) guidance and regulations.

Additionally, the occupants must have an annual household income that does not exceed the amount set by the city or town; provided, however, that said income shall not be more than 200 percent of the area median income. HUD income limits are available online [here](#).

For example, a municipality determined that the gross occupant income shall not exceed 80 percent of area median income. The municipality further determined that the affordable rate shall not exceed 30 percent of the actual occupant's monthly household income. An application is submitted for an occupant household of one. The relevant area median income limit for a household of one within the statistical area in which the municipality lies was \$82,950. Under the established guidelines of the municipality as set forth above, an occupant income of \$82,950 meets the income requirement, and rent no higher than \$24,885 annually meets the affordable rate requirement.

Further, the unit(s) in question must be rented on an annual basis and be occupied by qualifying persons for the entirety of the applicable fiscal year. If a unit is occupied as such by successive but separate annual leases to qualifying persons, without a significant gap between said leases, the unit is still eligible for exemption.

There are no age-related criteria for qualifying renters.

E. Applications to Assessors

To be considered for this exemption, applicants must submit STF 50, attached below, annually to the local assessors. The applications must include, but are not limited to, a signed lease or leases evidencing an annual rental agreement (including material terms of the lease, such as the rental amount and coverage for the 12 months of the entire fiscal year at issue) with proof of the household income of the occupying person(s) as established through federal and state income tax returns. The application must be filed with the assessors on or before the abatement deadline date, which is the due date of the first actual tax bill.

Any abatements granted shall be charged against the overlay account. As such, the assessors should factor in the amounts needed to fund the exemption when determining overlay needs each year.

III. ADOPTION OF LOCAL RULES

As noted above, the board of selectmen or select board of a town; the town council of a municipality having a town council form of government; the city manager, with the

city council's approval, in a city with a plan D or E form of government; or the mayor, with the city council's approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II above, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

A municipality should adopt rules to determine:

- The maximum amount of the exemption;
- The annual occupant household income limit;
- The affordable housing rate of rent;
- The domiciliary requirements of the owner, if any; and
- Any other restrictions or regulations consistent with the intent of the law it elects to implement.

Assessors' Use only
Date Received
Application No.
Parcel Id.

Name of City or Town

**FISCAL YEAR _____ APPLICATION FOR AFFORDABLE HOUSING EXEMPTION
General Laws Chapter 59, § 50**

THIS APPLICATION IS NOT OPEN TO PUBLIC INSPECTION
(See General Laws Chapter 59, § 60)

Return to: Board of Assessors

Must be filed with assessors not later than due date of first actual (not preliminary) tax payment for fiscal year.

INSTRUCTIONS: Complete all sections fully. Please print or type.

A. IDENTIFICATION OF OWNER.

Name of Owner/Applicant: _____

Telephone Number: _____

Email Address: _____

Legal residence (domicile) on July 1, _____

Mailing address (if different)

No.	Street	City/Town	Zip Code
Location of property: _____			

No. of dwelling units: 1 2 3 4 Other _____

Did you own the property on July 1, _____ Yes No

B. IDENTIFICATION OF RENTER/LESSEE.

Name of Renter/Lessee: _____

Telephone Number: _____

Email Address: _____

Legal residence (domicile) on July 1, _____

Mailing address (if different)

No.	Street	City/Town	Zip Code	No.	Street	City/Town	Zip Code
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Did the Renter/Lessee live in the property on July 1, _____ Yes No

If no, did another qualifying Renter/Lessee live in the property on July 1? Yes No

Does the Renter/Lessee intend on living at the property through June 30, _____ Yes No

If no, will another qualifying Renter/Lessee live in the property through June 30? Yes No

Please supplement this application within 30 days of any change of Renter/Lessee.

Is the Renter/Lessee subject to an annual lease? Yes No

How much rent is being charged (monthly)? _____

Are there any other charges being made upon the Renter/Lessee (whether included in the rental agreement or not)? If so, please identify the charges and the respective amounts. _____

Please attach a copy of the signed lease(s) to this application.

Other information (as required by the local assessors):

C. RENTER/LESSEE ANNUAL HOUSEHOLD INCOME. Copies of Renter/Lessee's federal and state income tax returns, and other documentation, may be requested to verify income.

	All Household Members
Number of persons in the household	
Total gross income from all persons	

D. PARCEL INFORMATION.

How many units on are the parcel	
Total square footage of the structure located on the parcel	
Total square footage of qualifying housing units	

E. SIGNATURE. Sign here to complete the application.

This application has been prepared or examined by me. Under the pains and penalties of perjury, I declare that to the best of my knowledge and belief, this return and all accompanying documents and statements are true, correct and complete.

Signature of Owner Applicant

Date

If signed by agent, attach copy of written authorization to sign on behalf of taxpayer.

DISPOSITION OF APPLICATION (ASSESSORS' USE ONLY)

Ownership <input type="checkbox"/>	GRANTED <input type="checkbox"/>	Assessed Tax	\$ _____
Occupancy <input type="checkbox"/>	DENIED <input type="checkbox"/>	Prorated Exemption Amount	\$ _____
Income <input type="checkbox"/>	DEEMED DENIED <input type="checkbox"/>	Adjusted Tax	\$ _____
Rate <input type="checkbox"/>		Board of Assessors	
Date Voted/Deemed Denied	_____		
Certificate No.	_____		
Date Cert./Notice Sent	_____		
		Date:	

FILING THIS FORM DOES NOT STAY THE COLLECTION OF YOUR TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

TAXPAYER INFORMATION ABOUT THE AFFORDABLE HOUSING EXEMPTIONS

PERSONAL EXEMPTIONS. You may be eligible to reduce all or a portion of the taxes assessed on your real property if you meet the qualifications described herein for the affordable housing exemption allowed under Massachusetts law.

More detailed information about the qualifications for this exemption may be obtained from your board of assessors.

WHO MAY FILE AN APPLICATION. You may file an application if you meet all qualifications as of July 1. You may also apply if you are the personal representative of the estate, or trustee under the will, of a person who qualified for a personal exemption on July 1.

WHEN AND WHERE APPLICATION MUST BE FILED. Your application must be filed with the assessors on or before the date the first installment payment of the actual tax bill mailed for the fiscal year is due, unless you are a mortgagee. If so, your application must be filed during the last 10 days of the abatement application period. Actual tax bills are those issued after the tax rate is set. Applications filed for omitted, revised or reassessed taxes must be filed within 3 months of the date the bill for those taxes was mailed. **THESE DEADLINES CANNOT BE EXTENDED OR WAIVED BY THE ASSESSORS FOR ANY REASON. IF YOUR APPLICATION IS NOT TIMELY FILED, YOU LOSE ALL RIGHTS TO AN ABATEMENT AND THE ASSESSORS CANNOT BY LAW GRANT YOU ONE. TO BE TIMELY FILED, YOUR APPLICATION MUST BE (1) RECEIVED BY THE ASSESSORS ON OR BEFORE THE FILING DEADLINE OR (2) MAILED BY UNITED STATES MAIL, FIRST CLASS POSTAGE PREPAID, TO THE PROPER ADDRESS OF THE ASSESSORS ON OR BEFORE THE FILING DEADLINE AS SHOWN BY A POSTMARK MADE BY THE UNITED STATES POSTAL SERVICE.**

PAYMENT OF TAX. Filing an application does not stay the collection of your taxes. In some cases, you must pay all preliminary and actual installments of the tax when due to appeal the assessors' disposition of your application. Failure to pay the tax when due may also subject you to interest charges and collection action. To avoid any loss of rights or additional charges, you should pay the tax as assessed. If an exemption is granted and you have already paid the entire year's tax as exempted, you will receive a refund of any overpayment.

ASSESSORS DISPOSITION. Upon applying for an exemption, you may be required to provide the assessors with further information and supporting documentation to establish your eligibility. The assessors have 3 months from the date your application is filed to act on it unless you agree in writing before that period expires to extend it for a specific time. If the assessors do not act on your application within the original or extended period, it is deemed denied. You will be notified in writing whether an exemption has been granted or denied.

APPEAL. You may appeal the disposition of your application to the Appellate Tax Board, or if applicable, the County Commissioners. The appeal must be filed within 3 months of the date the assessors acted on your application, or the date your application was deemed denied, whichever is applicable. The disposition notice will provide you with further information about the appeal procedure and deadline.
