

Town of Brewster Select Board

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

REVISED SELECT BOARD MEETING AGENDA 2198 Main Street June 26, 2023 at 5:30 PM

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum Select Board 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 Ned Chatelain accordance with applicable law. Please note that while an option for remote attendance and/or participation is Chair 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 Mary Chaffee includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly. Vice Chair Members of the public who wish to access the meeting may do so in the following manner: Kari Hoffmann Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID:890 9291 0526 Passcode: 509224 Clerk To request to speak: Press *9 and wait to be recognized. ZoomWebinar: https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzOT09 Cynthia Bingham Passcode: 509224 To request to speak: Tap Zoom "Raise Hand", then wait to be recognized. Dave Whitney 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. **Town Manager** Peter Lombardi 1. Call to Order 2. Declaration of a Quorum Assistant Town 3. Meeting Participation Statement Manager Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be 4. Donna Kalinick 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 **Project Manager** 5. Executive Session: Conor Kenny To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares – Lanctot et al v. Town Executive Assistant of Brewster Erika Mawn To conduct collective bargaining sessions with nonunion personnel - Fire Union Anticipated Start Time of Open Session: 6:00 PM 6. Vote on FY24-26 Fire Union Contract 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 3-21) 10. Consent Agenda (pages 22-71) a. One Day Liquor License Applications: Cape Cod Museum of Natural History, Chatham Bars Inn Farm and Treats Catering for an Event at Crosby Mansion b. One Day Entertainment License Application: Chatham Bars Inn Farm c. Pass Through Town Permission -Brew Run Road Race d. Water Department Items Declared as Surplus for Sale e. Brewster Conservation Trust Representative to the Bay Property Planning Committee

f. Letter of Opposition to Proposed Discharge of Radioactive Waste from Pilgrim Power Plant



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

- g. Conservation Commission Request to Authorize Expenditure from Wetlands Protection Fund
- h. Vote on Re-appointment of KP Law, PC as Town Counsel
- i. Notice of Owner's Intent to Sell Affordable Home at 6 Sachemus Trail; Town's Election to Vote to Decline the Option to Purchase and Market to an Eligible Purchaser for the Home
- j. Request for Building Department Fee Waiver: Latham Centers
- 11. 6:15pm Public Hearing, Renewal of Entertainment Licenses: Brewster Council on Aging, Brewster Inn, Inc. d/b/a Woodshed; Brewster VFW Post #9917; Brown Dog Investments, Inc d/b/a Laurino's Tavern; Cape Cod Repertory Theatre; Ocean Edge Resort Limited Partnership d/b/a Ocean Edge Inn and Conference Center; Ocean Edge Resort Limited Partnership d/b/a Linx Tavern; Shady Knoll Tent Sites, Inc. d/b/a Shady Knoll Campground; Sweetwater Forest Inc d/b/a Sweetwater Forest (pages 72-84)
- 12. 6:30pm Public Hearing, Annual Entertainment License: Putt Putt Chicken Butt, Inc. d/b/a Harbor Lights Mini Golf (pages 85-98)
- 13. Review and Vote on Common Victualler License: Putt Putt Chicken Butt, Inc. d/b/a Harbor Lights Mini Golf (pages 99-116)
- 14. Discuss and Vote on Proposed Appropriation from Special Education Stabilization Fund to Cover FY23 Brewster Elementary School Budget Deficit – Joint Meeting with Brewster School Committee (pages 117-141)
- 15. Vote on Re-Appointments to Various Boards and Committees (pages 142-144)
- 16. Discuss Proposed Select Board Liaison Assignments (pages 145-147)
- 17. FYIs (pages 148-192)
- 18. Matters Not Reasonably Anticipated by the Chair
- 19. Questions from the Media
- 20. Next Meetings: July 10, July 21, July 24, August 7, and August 17 and August 21, 2023
- 21. Adjournment

Date Posted: 6/22/2023

Date Revised: 6/23/2023

Received by Town Clerk:



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Home > Residents Invited to Attend Brewster Community Pool Ribbon Cutting

Residents Invited to Attend Brewster Community Pool Ribbon Cutting

The Brewster Community Pool, located at the former Cape Cod Sea Camps property at 3057 Main Street, will open to residents on Monday June 26, 2023.

The public is invited to attend a grand opening and ribbon cutting ceremony on **Sunday June 25 at 1PM**. The pool will be open to everyone after the ribbon cutting until 6PM. Parking for this event will be available on the front lawn area at 3057 Main Street.

The Community Pool will be open to residents with pool passes from June 26th to August 20th, seven days a week, from 7am to 6pm (closed Wednesday mornings for maintenance). A valid resident beach parking permit will be required to access the property. Brewster Community Pool information, including the pool schedule, can be found on our website: <u>https://www.brewster-ma.gov/cape-cod-sea-camps-properties/pages/bay-property-swimming-pool</u>

Questions may be directed to the Town Manager's office by emailing <u>townmanager@brewster-</u><u>ma.gov</u> or calling 508-896-3701 X1100.



Source URL: https://www.brewster-ma.gov/home/news/residents-invited-attend-brewster-community-pool-ribbon-cutting

Archived: Friday, June 23, 2023 3:52:26 PM From: Viveiros, Jennifer (DEP) Sent: Wed, 21 Jun 2023 19:06:55 +0000ARC To: Viveiros, Jennifer (DEP) Cc: Jones, Timothy M (DEP) Subject: final Watershed Permit and Title 5 Natural Resource Nitrogen Sensitive Area Regulations Sensitivity: Normal

Good afternoon -

This message is sent to inform you that MassDEP will be filing the final Watershed Permit Regulations, 314 CMR 21.00, and Title 5 Natural Resource Nitrogen Sensitive

Area Regulations ("NSA"), 310 CMR 15.214 and 15.215, with the Secretary of the Commonwealth this Thursday, June 22, 2023. These regulations will become effective on July 7, 2023.

MassDEP carefully considered input from over 1,000 public comments, 5 public hearings, 4 information sessions, and more than 45 meetings with municipalities and regional

groups and made a number of revisions that have been incorporated into the final regulations. The regulations only address watersheds on Cape Cod. Watersheds on Cape Cod with an EPA-approved TMDL will be automatically designated as NSAs upon the effective

date. MassDEP will continue to work with communities on the South Coast and the Islands to plan for and address nutrient pollution to embayments and estuaries and to consider appropriate steps to ensure timely action is taken to address water quality issues.

The two-year period following NSA designation is the Notice of Intent and Application Period for communities. The five-year upgrade requirement for existing Title

5 systems does not begin until the end of that two-year period; for new construction, the requirement for installing the Best Available Nitrogen Reducing Technology begins six months after the NSA designation. The enhanced treatment requirements for both existing

systems and new construction will be suspended for designated watershed areas upon the timely filing of a Notice of Intent or an application for a Watershed Permit or De Minimis Nitrogen Load Exemption by the affected municipality or municipalities with the

Department.

MassDEP is making the regulations and supporting materials available on our website ahead of filing and publication with the Secretary of the Commonwealth, as we

know there is a great deal of interest from the stakeholders impacted by the regulations:

<u>310</u>

CMR 15.000: Septic Systems ("Title 5") | Mass.gov and

<u>314</u>

<u>CMR 21.00: Watershed Permit Regulations | Mass.gov</u> The website includes a Response to Comments document and other documents explaining

changes made to the draft regulations in response to the many helpful comments. Those changes include several that are intended to facilitate issuance of a Watershed Permit.

If you have any questions, please contact Gerard Martin, MassDEP Southeast Region Deputy Regional Director for the Bureau of Water Resources at 857-207-0640. Alternatively, you may also reach out to the Title 5 Hotline at 617-292-5673, or send an email to DEP.Title5@mass.gov.

Thank you, Jen

Jennifer Viveiros Deputy Regional Director- Administrative Services MassDEP Southeast Regional Office 20 Riverside Drive Lakeville, MA 02347 857-268-2294



Department of Environmental Protection

Charles D. Baker Governor

Karyn E. Polito Lieutenant Governor Bethany A. Card Secretary

Martin Suuberg Commissioner

Fact Sheet MassDEP Regulatory Strategy for Estuaries Impaired by Nitrogen June 1, 2022

 <u>Nitrogen Sensitive Area Designations</u>: A primary source of nitrogen contamination of coastal estuaries in Southeastern Massachusetts and Cape Cod and the Islands are on-site septic systems. MassDEP, in conjunction with local Boards of Health, regulates these systems through "Title 5" regulations, 310 CMR 15.00.

To ensure the Title 5 regulations are protective of the environment, particularly in relation to the impact of nitrogen discharges on surface water quality, MassDEP is proposing the following revisions to Title 5:

Establish New Nitrogen Sensitive Areas (NSAs)

To more effectively address nitrogen impacting estuaries, MassDEP is proposing to establish new "Natural Resource Area" NSAs for:

- any watershed to an embayment or sub-embayment that is the subject of a Nitrogen Total Maximum Daily Load (TMDL) approved by the EPA pursuant to the federal Clean Water Act and an Area-Wide Water Quality Management Plan pursuant to Section 208 of the Clean Water Act addressing nitrogen pollution:
 - A "TMDL" is an EPA-approved calculation of the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards for that particular pollutant. A TMDL determines a pollutant reduction target and allocates load reductions necessary to the sources of the pollutant.
 - All Cape Cod communities are subject to the "208 Plan" approved by EPA in 2015.
 - There are currently 30 watersheds across Cape Cod with EPA-approved nitrogen TMDLs.

This information is available in alternate format. Contact Glynis Bugg at 617-348-4040. TTY# MassRelay Service 1-800-439-2370 MassDEP Website: www.mass.gov/dep Printed on Recycled Paper

- For these watersheds, the NSA designation is effective on the effective date of the final regulations.
- any watershed to an embayment or sub-embayment that is the subject to an EPA-approved TMDL or determined to be nitrogen sensitive by the Department based on scientific evaluation and adopted through a public process involving public notice, including the scientific and regulatory rational for the designation, and a 60-day public comment period.
 - For these watersheds, the NSA designation is effective upon completion of the public process and MassDEP's issuance of the final designation.

New Requirements for Natural Resource Area NSAs

MassDEP is proposing new requirements for these new NSAs to more effectively address the specific problems related to septic systems contaminating coastal estuaries.

- Unless a community is the subject of a Watershed Permit described below, any system serving a new construction, or an existing facility must incorporate Best Available Nitrogen Reducing Technology within five years of the effective date of the NSA designation of the watershed in which they are located.
- Best Available Nitrogen Reducing Technology is an alternative system certified by MassDEP for general use pursuant to Title 5 which has the lowest effluent Total Nitrogen performance value. An alternative system granted provisional or pilot approval by MassDEP may also be utilized as long as such system has a Total Nitrogen performance value less than or equal to the lowest alternative system certified by the Department for general use.

Exemption from Enhanced Treatment Requirements in Watersheds with Watershed Permits

While the enhanced treatment requirements for septic systems will result in significant reductions in nitrogen pollution, they may not be the most effective and efficient way to restore the impacted estuaries and achieve established water quality goals. Therefore, MassDEP is also proposing a second, concurrent regulatory revision to formally establish a "watershed permit process." If communities take advantage of this approach, and obtain a watershed permit that covers an area that would be subject to new "Nitrogen Sensitive Area" regulations, the above Title 5 NSA requirements would not become effective for that area.

However, if a Watershed Permit is terminated by the permittee or revoked by MassDEP, new systems installed after the date of termination/revocation would have to install Best Available Nitrogen Reducing Technology and existing systems would have to install such technology within five years from the effective date of the new NSA regulations or two years of the date of termination/revocation, whichever is longer.

2. <u>Watershed Permit Regulations:</u> The Watershed Permitting regulations are a new, innovative approach to provide communities the opportunity to develop and implement the most effective

and efficient solutions to addressing water quality challenges. This approach provides the opportunity for communities to employ a greater range of solutions to address their water quality needs, including alternative or innovative approaches. The Watershed Permit is a 20-year permit instead of the traditional five-year permit which utilizes an adaptive management approach, requiring permittees to monitor, evaluate and report results, and adjust and modify the strategies and practices as needed to address conditions that are causing the water quality impairments.

Watershed Management Plan

The Watershed Permit is based on a "Watershed Management Plan" a long-term plan to address an existing water quality impairment to restore and protect water quality. The Watershed Management Plan must be approved by town meetings of each respective watershed permit applicant, and is based on a Comprehensive or Targeted Watershed Management Plan. The Plan provides a schedule and description of actions to restore the waterbody to applicable Water Quality Standards in accordance with any applicable TMDL and/or any other applicable scientific evaluation, such as the Massachusetts Estuaries Project (MEP) report.

For watersheds where a TMDL has been established, the Watershed Management Plan must achieve compliance with the Water Quality Standards required by the TMDL and demonstrate that at a minimum, 75% of the necessary pollutant reduction levels will be achieved within 20 years, unless MassDEP determines an alternative schedule is appropriate based on watershed-specific issues.

Watershed Permit Application

- Any Local Government Unit or Regional Local Government Unit can file for a watershed permit. Multiple local government units that share a watershed or sub-watershed may apply jointly for a Watershed Permit, provided they have entered into an enforceable agreement (e.g., Intermunicipal Agreement) that confirms each permittee's percentage share of the aggregate pollutant removal responsibility and provides a framework to coordinate resource management decision-making and arrangements relating to the receipt and expenditure of funds for implementation.
- The Watershed Permit authorizes work needed to implement the Permittee's mitigation strategy for the watershed or sub-watershed, therefore the Application must include the Watershed Management Plan for the watershed or sub-watershed including:
 - maps depicting the regulated area (watershed boundary) and a narrative describing the area proposed to be covered under a Watershed Permit;
 - a description of the current and historic water quality conditions, including short-(daily/seasonal) and long- (annual) term variability, proposed sentinel sampling locations within the watershed/stations, sampling frequency, parameters and sampling technique (e.g., grab/observation);

- the earlier planning approaches taken prior to filing the application, including any related findings and recommendations;
- the types, locations, and timing of any on-going and proposed TMDL or alternative TMDL implementation activities within the watershed or sub-watershed proposed for coverage;
- a table identifying the nitrogen load that the area proposed for coverage under the watershed permit contributes to the surface waters of the watershed for the past 10 years and projected loads for the following 10 and depicting the necessary load reductions (removal requirements) within the watershed to meet the TMDL or TMDLs and a concise description of the means of achieving those specified reductions during the term of the permit;
- the Conventional Control Technologies and Alternative Control Approaches or Technologies selected for pollutant load reductions, the area covered by these approaches, and identification of the permittee who will be responsible for implementing each activity;
- the estimated load reductions needed to meet the threshold concentration(s) at the sentinel station(s) for each of the selected Conventional Control Technologies and Alternative Control Approaches or Technologies;
- the implementation schedule for each Alternative Control Approach or Technology proposed, including a timeframe for demonstration, testing, and acceptance or abandonment of such approaches or technologies;
- the Core Sewer Area and the service areas prioritized for wastewater collection and treatment after accounting for implementation of the selected Alternative Control Approaches and Technologies;
- if Alternative Control Approaches and Technologies are proposed, a contingency plan for a back-up Conventional Control Technology in the event that the Alternative Control Approaches and Technologies selected do not function as predicted;
- the proposed approach to control 100% of all future pollutant loads to ensure that loads will always stay below the applicable threshold levels cost estimates for the infrastructure and programs associated with the proposed actions, if available;
- an implementation schedule, not to exceed 20 years, currently envisioned by the applicant(s), including a designated set of activities that will occur in the first 5-year block of time, and the results of which will enable the permittee to revise the implementation plans for the next 5-year period as necessary to meet load reduction requirements as specified.

Standard Watershed Permit Provisions

• The Department shall not issue a Watershed Permit if the Watershed Management Plan does not provide for achievement of the Surface Water Quality standards applicable to the

water bodies covered by the permit or if the permit does not provide for reasonable progress in achievement of the TMDL load reductions necessary to meet water quality standards.

- Consistent with the Watershed Management Plan, the permit shall require that 75% of the necessary pollutant reduction levels will be achieved within 20 years, unless MassDEP determines an alternative schedule is appropriate based on watershed-specific issues.
- The proposed activities, implementation schedule for such activities, and facilities set forth in the applicant's Watershed Management Plan shall be enforceable requirements, incorporated in a Watershed Permit.
- Subject to Department approval, a permittee is granted pollutant reduction credit for Alternative Control Approaches and Technologies only if the permittee implements and maintains such approaches and/or technologies in accordance with the terms and conditions of the Watershed Permit.
- The permittee shall provide a Contingency Plan in its Watershed Management Plan that relies on Conventional Control Technologies to achieve the target threshold concentrations identified in the Watershed Management Plan.
- The permittee shall monitor water quality in accordance with the permittee's monitoring plan and report the results in the Annual Reports required by the Watershed Permit.
- The Permit requires annual reporting, with 5-Year Reports evaluating results of program and proposed adjustments through adaptive management.
- Any prospective changes to the Watershed Management Plan or the approved implementation schedule shall be identified in the Annual Reports required by the Watershed Permit. Any such proposed changes to the Watershed Management Plan shall be subject to the Department's review and approval.
- For a permittee(s) to terminate permit coverage, they must provide public notice and hold a public meeting.
- Any permits issued by the Department that comprise a component of the implementation activities or are applicable to the pollutant discharges in the watershed shall be incorporated by reference into the Watershed Permit.

Watershed Permit Process

- The applicant shall publish public notice of the Watershed Permit proceeding in the MEPA Environmental Monitor and in a newspaper circulated within the area that will be affected by the Watershed Permit. The Department will post the notice on the Department's webpage.
- Public notice will afford a comment period of at least 60 days.
- A public hearing will be held if requested by the applicant, or if the Department determines a public hearing to be in the public interest.

- After the conclusion of the 60-day public comment period, the Department may issue or deny a final Watershed Permit.
 - If no comments objecting to the issuance or terms of the Watershed Permit were received by the Department during the public comment period, then the Watershed Permit shall take effect upon issuance.
 - If comments objecting to the issuance or the terms and conditions of the Watershed Permit were received by the Department during the public comment period, then the final Watershed Permit shall become effective 21 days after issuance, unless a request for an adjudicatory hearing is timely filed.
 - During the 21-day period following issuance of the Watershed Permit or determination to deny, any person aggrieved by the decision may file a request for an adjudicatory hearing with the Department.

Watershed Permit Modification/Suspension/Revocation

- The Department may propose and determine to modify, suspend or revoke any Watershed Permit, in whole or in part, for cause including, but not limited to, violation of any permit, obtaining a permit by misrepresentation, or failure to disclose fully all relevant facts or any change in or discovery of conditions that calls for reduction or discontinuance of the authorized discharge or activity.
- The Department shall process a Watershed Permit modification, suspension or revocation in the same manner as an application for a Watershed Permit; provided, however, that the Department may revise a schedule in a Watershed Permit at the request of a permittee if the Department determines that good and valid cause, for which the permittee is not at fault, exists for such revision, and in such cases the provision for public notice and hearing shall not apply.
- Any one or more of the permittees may terminate coverage under this Permit by providing written notice to the Department at least 60 days in advance of the date such termination is to take effect. Such notice will include public notice of a public hearing to be held at least 30 days prior to the termination date. Such notice will be published in the MEPA Environmental Monitor and in a newspaper circulated within the area affected by the Watershed Permit at least 30 days prior to the hearing.



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

Select Board Town Manager

January 27, 2023

Mr. Martin Suuberg, Commissioner Massachusetts Department of Environmental Protection Bureau of Water Resources - Division of Watershed Management 100 Cambridge Street, Suite 900 Boston, MA 02114

Re: Proposed Title 5 & Watershed Permit Regulations

Dear Commissioner Suuberg:

The Town of Brewster has reviewed the proposed changes to the State Environmental Code Title 5 (310 CMR 15.00), and the proposed Massachusetts Watershed Permit Regulations (314 CMR 21.00) and offers a series of comments below. The Town's long-term actions to protect and restore wellhead protection areas, coastal estuaries, and freshwater ponds provides insight to these comments. In addition, Brewster's participation in the Pleasant Bay Alliance and in the development of the Pleasant Bay Watershed Permit provides background on the process for developing and implementing a watershed permit.

Proposed Changes to Title 5

<u>Deadline to Upgrade Septic Systems in Natural Resource Areas</u> – Section 15.215.2.a in the proposed regulations states that Best Available Nitrogen Reducing Technology (BANRT) systems must be installed within five years of the effective date of the new regulations at all properties within a Natural Resource Area unless a notice of intent to apply for a watershed permit is submitted by one or more Towns in which the Natural Resource Area is located. The towns that are members of the Pleasant Bay Alliance have indicated to DEP that the 5-year time frame is unworkable because it will be impossible to find designers and installers to handle the installation of all of the required systems.

Brewster recommends that the upgrade schedule should be based on the proximity of a septic system to a coastal estuary. Properties with systems located within 1,000 feet of a coastal estuary where groundwater flows directly to the embayment without first flowing to a freshwater pond or stream (an

unattenuated watershed) should install BANRT systems within 10 years. Properties with systems beyond 1,000 feet of the estuary or those in watersheds where groundwater does not flow directly to the estuary (attenuated watersheds) should be granted 15 years to upgrade their septic systems.

Extending this timeframe makes sense for many reasons. It reduces the concerns about finding contractors to design and install the BANRT systems and gives each Board of Health more time to work with property owners to review and approve the proposed designs. The extension is also needed to allow property owners and municipalities sufficient time to identify and acquire funding from state and federal sources to support the construction of these systems and set up a program to properly operate, maintain, and monitor the systems. In addition, it would allow DEP and towns time to evaluate septic system technologies that address both nitrogen and phosphorus treatment that are important in areas upgradient of freshwater ponds and coastal estuaries.

An extended timeframe is also more consistent with the 20-year timeframe granted to a town or towns under a watershed permit to manage 75% of the required nitrogen removal in a coastal watershed. This timeframe would also ensure adequate time to develop the Responsible Management Entity (RME) infrastructures and systems necessary to support widespread implementation of decentralized I/A systems, an undertaking which is currently in its infancy.

Upgrade Requirements for Installations of I/A systems Using Best Available Nitrogen Reducing Technology (BANRT) - Paragraph 15.215 2.f. states that if a property owner installs a BANRT system then they do not need to upgrade this system to a newer BARNT if it is becomes available in the future unless the system fails or there is a change in the use of the property. Brewster agrees that this approach is appropriate. However, Paragraph 15.215.2g states that if a property owner installed a nitrogen reducing system within one year of the effective date of the regulations, they do not need to upgrade their system again unless the system fails or the use of the facility changes. This means that a property owner that invested in a new innovative treatment system more than one year from the effective regulation date would then need to spend additional money to upgrade, likely without a significant improvement in water quality treatment. Brewster recommends that properties with existing innovative/alternatives septic systems in place should not have to upgrade their system fails and needs to be replaced. Given the small number of existing innovative/alternative systems in use across southeast Massachusetts, this change would have little if no impact on estuarine water quality. It would also recognize the investments property owners have made to date to protect water quality.

<u>Definition of Best Available Nitrogen Reducing Technology</u> - The definition for BANRT focuses only on the extent of nitrogen removal a particular system can provide. It states that a BANRT is "an alternative system certified by the Department for general use pursuant to 310 CMR 15. 288 which has the lowest effluent Total Nitrogen performance value." Brewster has two comments on the selection and performance of the BANRT systems. First, no BANRT systems approved for general use under Title 5 treat nitrogen below an approved standard of 19 mg/L based on the March 30, 2022 summary of system approvals provided on the DEP website. The Massachusetts Estuarine Program studies assume that septic systems release nitrogen to groundwater at a concentration of 26.25 mg/L. A system treating nitrogen to 19 mg/L therefore provides only a 28% reduction in the nitrogen load to an impacted estuary. Application of systems treating to 19 mg/L will therefore not fully restore water quality in a coastal estuary. Brewster requests that DEP reconsider the performance standards for BARNT to ensure that if property owners invest in these systems that they will actually help restore estuarine water quality. This could include changes to the current approval process for BANRT systems, or the allowance for additional time for better performing systems to obtain general approval.

Second, the definition implies that only one technology will be used for all systems that are installed. This raises concerns about the availability of the technology and the cost for purchase. If one manufacturer is supplying all the systems under this regulation, there is no price competition, unless a new system with better performance is granted pilot or provisional approval for up to three years at which point it becomes the only available technology. The definition should be revised to allow more than one BANRT to be used by property owners. It could allow a choice between technologies provided they provide nitrogen removal at a concentration within 20% of the treatment level provided by the highest performing BANRT. For example, if a system is approved in the future to treat to a concentration of 10 mg/L, all systems approved to treat between 10-12 mg/L should be approved for installation.

Proposed Watershed Permit Regulations

<u>Purpose of a Watershed Permit</u> – As with the existing Pleasant Bay watershed permit, it is Brewster's understanding that future watershed permits developed under this regulation will focus solely on the management of nitrogen within watersheds to impaired coastal estuaries. The management of nitrogen in Natural Resource Areas is clearly defined in the revised Title 5 regulations. But the watershed regulations talk about nutrients in general as well as nitrogen as a specific contaminant. If it is DEP's intent to focus these permits on nitrogen management, the language should be clarified to confirm that. If the plan is to allow watershed permits for other purposes, such as phosphorus management near freshwater ponds then this needs to be clearly explained along with the requirements to develop such a permit, such as a specific water quality study for a pond.

<u>Simplified Watershed Management Plans</u> - Most of the nitrogen impacted coastal embayment watersheds extend across more than one town. In many instances, the portion of the watershed in one town may be very small, and nitrogen reductions required in this portion of a watershed may be minimal or unnecessary. For these small areas, if a town can document that the nitrogen load from their portion of the watershed is low enough that no action is required, or can be managed with a simple, straightforward strategy, there should be no need to develop a 20-year permit with the associated annual reports and monitoring requirements.

One approach would be to use the Cape Cod Commission 208 Plan Implementation Reports, which document whether or not a town needs to manage nitrogen reductions for a small watershed area. For example, the 208 Implementation Reports for Bass River and Swan Pond River state that Brewster has no nitrogen management responsibilities for existing development. In that case, no further action should be required. Alternatively, for a watershed where less than 5% of the existing or buildout nitrogen load must be managed, the plan should document how this will be completed. Once the work is complete, there should be a simplified process to confirm this with DEP to avoid the need for annual reports or monitoring for such a small area. Further, if a town is only responsible for developing a plan to manage future development in a watershed, they should be granted 10 years to obtain a permit to manage this future nitrogen load.

<u>Monitoring Requirements</u> - Paragraph 2.b.13 states that a watershed management plan needs to include a "watershed or sub-watershed scale monitoring plan". It would be helpful to clarify if the monitoring is focused on the nitrogen reductions implemented under the permit (such as monitoring of a wastewater treatment facility) or focused on changes in water quality in the estuary itself. If the monitoring is to focus on estuary water quality then the regulations should clarify how towns that don't have frontage on an estuary would monitor surface water quality.

<u>Section 21.06 Modification, Revocation, and Renewal of Watershed Permit</u> - The Pleasant Bay Alliance raised questions about what is considered a significant permit modification. The regulations state that significant modifications "are those that would change: the permits required pollutant load reduction; the method or technology to achieve pollutant load reductions in a waterbody.... or the timeframe to achieve said reductions". Under the current Pleasant Bay Permit, towns are allowed to adjust their nitrogen reduction plans based on the options they included in the initial watershed plan. For example, Brewster included the use of I/A septic systems, fertilizer reductions at the Captains Golf Course, and a neighborhood wastewater treatment facility in their watershed plan. It would be helpful for DEP to confirm that selecting a nitrogen reduction option included in the watershed plan does not require a significant permit modification. This type of adaptive management is an important part of the watershed permit process and should be acknowledged more clearly in the regulations.

In addition to these technical comments, the Town of Brewster would like to iterate and amplify the comments submitted by the Pleasant Bay Alliance. Our participation in the first-of-its-kind watershed permit, which DEP is now seeking to replicate dozens of times over, is particularly instructive. Specifically, the Alliance has benefited from extensive grant funding and DEP staff support which is unlikely to be available to others going forward given the scale and scope of the watershed permits which DEP is now seeking across the Cape and South Coast. The Alliance also benefited from pre-existing partnerships which preceded the creation of the pilot watershed permit by a decade plus. These inter-municipal relationships and systems were critical to the success of this model and may not be easily replicable.

While the Town supports the overarching policy intent of these draft regulations, we believe it is imperative that the state provide substantial additional financial resources and technical support to the municipalities and residents of Cape Cod to help pay for their implementation. These regulations, if adopted and implemented, will require hundreds of millions of dollars of funding for planning and infrastructure. Without even accounting for the costs associated with complying with these new regulations, the Cape Cod & Islands Water Protection Fund is projected to be insolvent by FY2026 based on the most recent financial analysis provided to the Management Board in January 2023. In seeking to address the shortcomings of its own current regulations, DEP cannot insist that the residents of Cape Cod shoulder the full costs of addressing environmental conditions many decades in the making.

Lastly, these regulations also do not address freshwater quality concerns or recognize the linkages between nutrient impacts to ponds and estuaries. They focus exclusively on the impact of nitrogen on the Cape's impaired saltwater bays and estuaries. We are concerned that the limited financial resources currently available will be necessarily directed to funding projects and infrastructure that address estuarine water quality at the expense of the water quality of our ponds should these regulations be adopted. Accordingly, since I/A technologies can benefit both estuarine and freshwater water quality, we recommend that DEP explicitly clarify that I/A systems are State Revolving Fund (SRF) eligible in Massachusetts, as many other states have already done.

We appreciate the opportunity to provide comment on these draft regulations and hope that you will be responsive to the feedback you receive.

Sincerely,

Town of Brewster Water Resources Task Force

Paul Anderson, Water Superintendent David Bennett, Board of Health member Ned Chatelain, Select Board Vice Chair and Cape Cod & Islands Water Protection Fund Liaison Jon Idman, Town Planner John Keith, Brewster Ponds Coalition Vice Chair Peter Lombardi, Town Manager Chris Miller, Natural Resources Director Kim Pearson, Natural Resources Advisory Commission Chair Amy von Hone, Health Director

Archived: Friday, June 23, 2023 3:54:42 PM

From: Cyr, Julian (SEN)

Sent: Tue, 20 Jun 2023 13:24:50 +0000ARC

To: amorse@provincetown-ma.gov; dtangeman@truro-ma.gov; Richard.Waldo@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; csumner@town.orleans.ma.us; dabramson@provincetown-ma.gov; kreed@truro-ma.gov; ryan.curley@wellfleet-ma.gov; easthambos1@eastham-ma.gov; mherman@town.orleans.ma.us; Ned Chatelain; cmetters@chatham-ma.gov; manderson@townofharwich.us; clambton@town.dennis.ma.us; mstone@yarmouth.ma.us; natthewlevesque02648@gmail.com; dhillholdgate@nantucket-ma.gov; tdmurphy007@gmail.com; bill.rossi@compass.com; selectboard@edgartown-ma.us; egreen-beach@oakbluffsma.gov; rcutrer@tisburyma.gov; smanter@wt-pd.com; sbgberry@gmail.com Cc: Holcomb, Michael (SEN); Ganz, Elizabeth (SEN); Nally, Alexander (SEN) Subject: Senate Approves Tripling of Title V Septic Tax Credit Sensitivity: Normal

Dear Town Managers/Administrators and Select Board Chairs,

I write with very good news:

Last week, the Senate unanimously approved significant increases to the Commonwealth's Title V/Septic Tax Credit program codified at M.G.L. c. 62, § 6(i) as part of a tax reform package. These increases will provide substantial financial support for Cape & Islands residents navigating Title V upgrades or repairs in the near future. As we all know, Title V upgrades are essential to our shared long-term strategy in preserving our fragile environment, cleaning up polluted embayments and estuaries, and safeguarding the single source aquifers we all rely on.

In summary, the Senate's tax relief bill (S.2397) builds upon Governor Healey's proposal – it **triples the maximum total credits to \$18,000**, makes the tax credits available to taxpayers sooner, increases the annually available credits from \$1,500 per year to \$4,000 per year for up to four years, and covers 60% of total project costs up to \$40,000. The final language broadens eligibility to encompass the entirety of the state environmental code, not just Title V — we believe this will give MassDEP and DOR the flexibility to apply the tax credit to alternative septic systems and possibly sewer hook up costs in watersheds designated as 'nitrogen sensitive areas.'

If sustained in Conference, this will represent another significant contribution from the state to address the region's wastewater crisis. The Senate's action builds off the establishment of the Cape Cod and Islands Water Protection Fund in 2018, which has been extraordinarily successful in funding tens of millions of dollars in wastewater projects on Cape Cod. (Island municipalities are eligible to join the fund by a vote of their Select Board). The Cape & Islands legislative delegation continues to work on strategies to bring even more revenue into the fund, which we hope to address later in the two-year legislative session.

Given that the House did not include an increase in the Septic Tax Credit program in their tax package, the Senate's proposal is subject to Conference Committee. Once a Conference Committee is formed, support letters from municipal leaders in the region would be helpful. Stay tuned.

If you have any questions or suggestions for how we can continue to row together ahead in these efforts, please do not hesitate to contact me or my staff cc'd here.

Respectfully, Julian

Julian Cyr State Senator Cape and Islands District State House, Room 309 Boston, MA 02133 617-722-1570 Pronouns: He/Him/His <u>www.SenatorCyr.com</u>



Town of Brewster Planning Board 2198 Main St., Brewster, MA 02631 brewplan@brewster-ma.gov (508) 896-3701 x1133

PLANNING BOARD MEETING AGENDA 2198 Main Street June 28, 2023 at 6:30 PM

Planning Board

Amanda Bebrin Chair

Alexander Wentworth Vice Chair

Robert Michaels Clerk

Charlotte Degen

Madalyn Hillis-Dineen

Antone Freitas

Elizabeth Taylor

Town Planner Jonathon Idman

Senior Department Assistant Lynn St. Cyr

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: 841 0778 1002. Passcode: 612505. To request to speak: Press *9 and wait to be recognized. **Zoom Webinar:** https://web2web.zoom.us/i/841077810022pw/d=VTVSV1ExaUNCL 253NmNZV216dmo4dz09 Passcode:

Zoom Webinar: https://us02web.zoom.us/j/84107781002?pwd=VTVSV1ExaUNCL253NmNZV21Gdmo4dz09 Passcode: 612505. 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).

The Planning Board packet can be found on the Calendar on the Town of Brewster website (<u>www.brewster-ma.gov</u>). Please note that the Planning Board may take official action, including votes, on any item on this agenda.

- 1. Call to Order.
- 2. Declaration of a Quorum.
- 3. Meeting Participation Statement.
- 4. Recording Statement. As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the Chair.
- 5. Public Announcements and Comment. Members of the public may address the Planning Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Planning Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
- 6. Planning Board Committee Assignments. The Planning Board will discuss and potentially vote on recommendations to the Select Board for Planning Board appointments to the Water Quality Review Committee and Community Preservation Committee, both assignments with current terms ending on June 30, 2023.
- 7. Public listening session on accessory dwelling units. The Planning Board will discuss and take comments from members of the public on the Accessory Dwelling Unit (ADU) provisions of the zoning bylaw including comments on potential bylaw amendments.
- 8. Approval of Meeting Minutes: June 14, 2023.
- 9. Committee Reports.
- 10. For Your Information.
- 11. Matters Not Reasonably Anticipated by the Chair.
- 12. Next Meetings: July 12, 2023 and July 26, 2023.
- 13. Adjournment.

Date Posted: 06/20/23

Date Revised:

Received by Town Clerk:



Dear Friend,

I am proud to share that I have been nominated to receive a <u>Commonwealth Heroine</u> <u>Award for the Class of 2023</u>. This honor is bestowed annually by the Massachusetts Commission on the Status of Women on women who have contributed to the growth of their communities through extraordinary public or community service.

One of only two nominees from Cape Cod, I will join 125 other women from across the Commonwealth to receive this award on Friday, June 23, 2023, 11:00AM – 2:00PM at the Great Hall of Flags, Massachusetts State House in Boston. Members of the public are cordially invited to attend this ceremony.*

Each year for the past 20 years, the Commission partners with state legislators to identify women who make outstanding contributions to their organizations and in their communities. This year, <u>State Representative Chris Flanagan</u> (D-1st Barnstable District, representing Brewster, Dennis and Yarmouth) nominated me to acknowledge and honor my role in co-founding, growing, and leading the Cape Cod Climate Change Collaborative between its launch in 2016 and my departure in early 2023. (The Climate Collaborative is a nonprofit whose mission is to reduce the impacts of climate change on the Cape & Islands region.)

I was nonplussed to learn of this nomination and am deeply grateful to Rep. Flanagan for acknowledging my years of volunteer work with the Collaborative and on behalf of our region. I am also honored to stand among so many women from across the Commonwealth who volunteer their time, talent, and expertise to contribute to their community but neither seek (nor receive!) fame or fortune as reward. Finally, I proudly share this honor with the women and men with whom I have collaborated in co-founding, growing, and potentiating the Climate Collaborative over these last eight years. (You know who you are!)

Gratefully,

Fran Schofield

*Allegedly, friends and colleagues are renting the Funk Bus to minimize their carbon footprint traveling from Cape Cod to the State House on Friday!

Fran Schofield Berkshire Hathaway Home Services | Robert Paul Properties Cape Cod | Boston | South Coast | South Shore

508.237.0006 <u>fschofield@robertpaul.com</u> <u>franschofield.robertpaul.com/</u> a. One Day Liquor License Applications: Cape Cod Museum of Natural History, Chatham Bars Inn Farm and Treats Catering for an Event at Crosby Mansion

The Cape Cod Museum of Natural History will be hosting an Evening with Brian Skerry on Thursday July 27, 2023, from 6:00pm to 8:00pm. They would like to serve beer and wine to their anticipated 100 attendees.

Chatham Bars Inn Farm is requesting five One Day Liquor License for the following upcoming events:

- Public farm-to-table dinner on Wednesday July 5th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Private farm-to-table dinner on Tuesday July 11th from 4pm until 9pm. They expect 13 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday July 12th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday July 19th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday July 26th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.

Treats Catering will be the caterer service for a 100^{th} Birthday celebration at Crosby Mansion on July 1, 2023, from 1:30pm – 4:30pm. There will be 20 guests and would like to serve beer and wine. The manager/supervisor has submitted for fingerprinting, if approved the One Day Liquor License will be issued pending satisfactory results.

The following comments have been provided by department heads who have viewed the applications, this feedback will be shared with the applicants and if applicable will be added to the one-day liquor license if approved as a condition:

- The Health Department has been in communication with all applicants for food safety and food protection for their events.
- The Fire Department notes that for the Chatham Bars Inn events that all roadways must remain unobstructed for emergency vehicle access. No parking within fire lanes, on interior roads, or around main building that will inhibit or delay the response of fire apparatus or EMS vehicles to an emergency incident.
- The Planning Department noted that CBI Farms has obtained its annual special event permit from the Zoning Board of Appeals.
- The Police Department requested that a barrier or signage should clearly delineate where people are permitted to consume the alcohol served.

Administrative Recommendation:

We recommend that the Board approve these One Day Liquor License applications.

b. One Day Entertainment License Applications: Chatham Bars Inn Farm

Chatham Bars Inn Farm would like to have an acoustic guitar to accompany the private farm-to-table dinner on Tuesday July 11th from 4pm – 9pm. The application has been

reviewed by Department Heads and Town Administration and there is no concern with this request.

Administrative Recommendation:

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

c. Pass Through Town Permission- Brew Run Road Race

Thomas Meagher, the Race Director is requesting permission to conduct the running of the 45th annual Brew Run Road Race on Saturday August 12, 2023. The event will take place from 3:30pm to approximately 5:00pm. Both the Chief of Police and the Fire Chief have signed off on the event notification form.

Administration Recommendation

We recommend that the Select Board approve this request.

d. Water Department Items Declared as Surplus for Sale

The Water Superintendent is requesting permission to declare copper and brass items to be considered as surplus for sale. The meters have been replaced and the items will be sold as scrap metals.

Administration Recommendation

We recommend that the Select Board approve this request.

e. Brewster Conservation Trust Representative to the Bay Property Planning Committee

The Brewster Conservation Trust and Board of Trustees have appointed Roger O'Day to represent them as the non-voting representative on the Bay Property Planning Committee. Additionally, Amy Henderson will replace Tino Kamarck as the Alternate Representative to this committee.

Administration Recommendation

We recommend that the Select Board approve these changes.

f. Letter of Opposition to Proposed Discharge of Radioactive Waste from Pilgrim Power Plant

The letter of opposition has been drafted and was discussed at the Select Board meeting on June 5, 2023. Once voted on, the letter will be sent to Secretary Tepper of the Executive Office of Energy and Environmental Affairs and Director Engler of the Office of Coastal Zone Management.

Administration Recommendation

We recommend that the Select Board approve this letter.

g. Conservation Commission Request to Authorize Expenditure from Wetlands Protection Fund

The Department of Natural Resources is requesting the authorization of funds from the Wetlands Protection Fund for temporary office support. These two temporary support services will perform tasks that extend beyond the capacity of the current Conservation staff, including transcription services, spreadsheet data entry and filing. The current balance of the Wetlands Protection Fund is \$85,534.32, this request is for \$15,000 for

both contracts. The Conservation Commission voted unanimously to support this request on June 13, 2023.

Administrative Recommendation

We recommend the Board approve this request for use of Wetlands Protection Funds.

h. Vote on Re-appointment of KP Law, PC as Town Counsel

The Select Board through Town Administration hired KP Law as Town Counsel in 2016. There have been three (3) year contracts with the legal firm since then. KP Law serves as General Municipal Legal counsel for the Town. Town Administration recommends a year appointment and contract with one (2) year option for renewal. The proposed hourly rate has increased by ten dollars over the last fiscal year rate.

Administrative Recommendation:

The Town Manager recommends that the Board re-appoint KP Law, PC for a one-year term.

i. Notice of Owner's Intent to Sell Affordable Home at 6 Sachemus Trail: Town's Election to Vote to Decline the Option to Purchase and Market to an Eligible Purchaser for the Home

The Town received notice of intent to sell the two-bedroom home, the Town has an option to purchase the home at the maximum resale price. It is recommended by Town Planner Jon Idman, Assistant Town Manager Donna Kalinick and Housing Coordinator Jill Scalise to decline the option to purchase this home. This will allow marketing of the property to an eligible affordable purchaser.

Administration, Town Planner, and Housing Coordinator Recommendation

We recommend that the Select Board decline the option to purchase the affordable home at 6 Sachemus Trail.

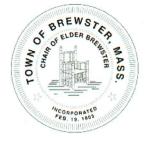
j. Fee Waiver Request: Latham Centers Inc. for Building Department Fees

Latham Centers Inc. is requesting the waiver of Building Department permit fees associated with their campus expansion project. Electrical, plumbing and gas inspection fees will still apply and cannot be waived. The Building Department has determined that the total for all permits associated with this project totals \$9,037.00. The Select Board can approve a waiver of fees for a project up to the amount of \$1,000 per Select Board Policy #5 for non-profit organizations per year.

Administrative Recommendation:

We recommend that the Board approve the waiver of fees in the amount of \$1,000.

Received 6/14



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 LIQOUR 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 <u>licenses@brewster-ma.gov</u>.

Section 1: Applicant Information

Applicant/Property Owner:
Capecad Museum of Natural History
Applicant's Address:
869 Main Street Brewster MA 02631
Telephone # and Email Address:
5088963867 bknossa comporg

Section 2: Event Information

Type of Event: Speaker Bnan Skerry
Location of Event:
Eld Main Street
Date of Event & Proposed Times:
JULY 27, 2023 6-9 PM
Type of Liquor to be served (beer, wine, both, etc.):
peer/wine
Number of attendees anticipated:

Section 3: Server Information:

Server name, address, and phone #:

Jerny Fitton Elog Mainst. 5088963867#130

Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes____No

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

Section 4: Additional Information:

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

VIDENCES Applicant Signature:

Date: June 5, 2023



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

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Section 1: Applicant Information

Applicant/Property Owner:
GangThulander
Applicant's Address:
297 Shoro Rd Chatnam MA 02633
Telephone # and Email Address:
508-945-0096 gthulander a chatnambarsinn.crm
Section 2: Event Information
Type of Event:
Public fam-to-table dinner
Location of Event:
CDI Farm-3034 Main St. Brewster MA 02631
Date of Event & Proposed Times:
July 5, 2023 3-9pm

Type of Liquor to be served (beer, wine, both, etc.): Beer, Wine- Liquor Number of attendees anticipated:

Section 3: Server Information:

Server name, address, and phone #: ISABPILE SCANDUVIUM 3034 Main St Brewste	r
ISabelle Scarbovough 3034 main St. Brewste MA 02631	
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes \times N	Io
*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to paid directly to the Police Department. This may delay your application processing time. *) be

Section 4: Additional Information:

Will food be provided? Yes \times No A, please connect the Health Department for a Temporary Food Permit. Applicant Signature: Date:



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 LIQOUR LICENSE

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Section 1: Applicant Information

Applicant/Property Owner:
Orany Thulander
Applicant's Address:
297 Shore Kd Chatham MA 02633
Telephone # and Email Address:
508-945-0096 gthulander a chatnambarsinn.crm
Section 2: Event Information
Type of Event: Private farm to table dinner
Location of Event:
CBI Farm- 3034 Main St. Brewster MA 02631
Date of Event & Proposed Times:
July 11, 2023 4-9pm
Type of Liquor to be served (beer, wine, both, etc.):
BEER, WINE, LIQUOR
Number of attendees anticipated:

Section 3: Server Information:

Server name, address, and phone #: ISabelle (Scanbruggen 3034 Main St. Prew 8th MA 0263) Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <u>No</u> *If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *

Section 4: Additional Information:



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 LIQOUR 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 a brewster-ma.gov.

Section 1: Applicant Information

Applicant/Property Owner:
GrangThulander
Applicant's Åddress:
297 Shore Rd. Chathan MA 02633
Telephone # and Email Address: S08-945-0096 gmudnder a Chathambarsinn. com
Section 2: Event Information

Type of Event:
Type of Event: PUBUC farm TO table Dinner
Location of Event:
CPD Farm-3034 mainst, Brewstere MA Q631
Date of Event & Proposed Times:
July 12,2023 ; 3-9pm
Type of Liquor to be served (beer, wine, both, etc.): DELY, WINE, EIGUOR
Number of attendees anticipated:

Section 3: Server Information:



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 LIQOUR 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/Prop	erty Owner:
Gang TV	mander
Applicant's Ad 297 81	dress: Whe Rd Chatham MA 02633
Telephone # an $50\% - 9\%$	dEmail Address: -0096 gtnulander a chathambarsinn.com
	ent Information
Type of Event:	fum to take dinner
Location of Eve	nt:
OBN Far	m- 3034 mainst BROWSTER MA 026331
Date of Event &	Proposed Times:
	9,2023; 3-9pm
	to be served (beer, wine, both, etc.):

Section 3: Server Information:

Number of attendees anticipated:

Server name, address, and phone #: Isabelle (scarbowugh 2034 Main St Brewster MA 02631 Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes No *If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. * Section 4: Additional Information:

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

Applicant Signature: Date:



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 LIQOUR 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 <u>a</u> brewster-ma.gov.

Section 1: Applicant Information

Applicant/Property Owner:	
gang Thulander	
Applicant's Address:	
34 297 Shore Rd Chatham MA 02633	
elephone # and Email Address:	
508-945-0096 gtnulander a chatnambarsing	n. crm
ection 2: Event Information	
Vne of Event.	

Type of Event:
public farm to take dinner
Location of Event:
CPA Farm - 3034 mainst, Brewster MA 02631
Date of Event & Proposed Times:
July 26, 2023; 3-9pm
Type of Liquor to be served (beer, wine, both, etc.):
Bler, WINE, LIGNOR
Number of attendees antigipated:
18 V

Section 3: Server Information:

Server name, add	lress, and phone #:	
'Sabelle	Scarbonugi	h 3034 main st Brewster
	0	h 3034 main St Brewster MA 02631
Has the server pr	ovided fingerprints to t	the Brewster Police Department in the last 3 years? YesNo
*If no, please see p paid directly to the	page 2 and contact the Po Police Department. This	blice Department to complete fingerprinting, the additional fees are to be s may delay your application processing time. *
ection 4: Add	itional Information	n,
m tood be provi	ded? resNo	tipp, please connect the Health Department for a Temporary Food Permi

Amon Date: 6/20/22 Applicant Signature:



í

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 <u>licenses@brewster-ma.gov</u>.

Section 1: Applicant Information
Applicant/Property Owner:
TLEATS GATERING ENTERMISES LLC
Applicant's Address:
25 SCANSPACE ROAD DENNIS MA 02638
Telephone # and Email Address:
508 385 6571
Section 2: Event Information
Type of Event:

Type of Event:	guth	B11-79 041	1 PANTY		
Location of Event:					
Ch	-OSBY	mon	143 CLOBY	LANE	BREWSTER MA 02631
Date of Event & Proposed Times:					
JULU		1:30 - 4:	30		
Type of Liquor to be served (beer, wine, both, etc.): BEER AND WINE					
Number of attende	es anticipated	I: TWS.	NTY (20))	

Section 3: Server Information:

Server name, address, and phone #:

TOM BAYUK

Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes____ NoX

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

Section 4: Additional Information:

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

Applicant Signature:

Date: 6 HANACAN OWNE



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

Application Fee: \$35.00

APPLICATION FOR ONE-DAY ENTERTAINMENT LICENSE

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

Section 1: Applicant Information

Applicant's Name: ISQbelle Scanoovough

Applicant's Address:

& 3034 main St. Brewster MA 02631

Telephone # and Email Address:

famstand a chatnambarsinn.com

Section 2: Event Information

Type of Event:					
private farm-to-table dinner					
Location of Event:					
CB1 Farm - 303 + main St Brewster MA 02631					
Date of Event & Proposed Times:					
July 11, 2023					
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):					
avourrie quitar					
Will entertainment be performed indoors or outdoors:					

Section 3: Additional Information:

Jalel

Will temporary structures be erected (i.e., platforms, scaffolds, tents, pavilions, etc.)? Yes: _____ No: _____ No:

outavora

Date: $\frac{1}{20}$

Number of anticipated attendees over the course of the event: <u>1</u> Maximum # at any one time: <u>1</u>

Applicant	Signature:

6/13/22

Brewster Select Board 2198 Main Street Brewster, MA 02631

Dear Select Board Members,

I am writing to request permission to conduct the running of the 45th annual Brew Run Road Race through several Town and State roads on Saturday August 12, 2023. At this time application has been made to the State DOT for the mandatory temporary road closures and notification and approval has been secured from the Town Manager and Public Safety group.

I look forward to a positive review of this request and another outstanding day of family-based entertainment during what has become a highly regarded and pleasurable community event.

Respectfully

Thomas Meagher, Race Director

Cc: Town Manager Peter Lombardi

EVENT NOTIFICATION FORM

Date: 6/13/23

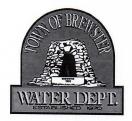
Dear Sir / Madam,

Please be advised that the **Brew Run Road Race** has notified the Select Board and Local Police/Fire Departments and if applicable the State Police of its intention to conduct a road race through the Town of Brewster on Saturday August 12, 2023, from 3:40 p.m. to approximately 5:00 p.m.

The Select Board understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or State Police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

LOCAL POLICE DEPARTMENT	FIRE DEPARTMENT
Signed:	Signed:
Title: Police Chief	Title: Fire Chief
City/Town: Brewster	City/Town: Brewster
SELECT BOARD / CITY COUNCIL	STATE POLICE DEPARTMENT
Signed:	Signed: A. John Market 3310
Title: Select Board Chair	Title: Lieu Con L.
City/Town: Brewster	City/Town: State Police Yarmouth



TOWN OF BREWSTER WATER DEPARTMENT

Susan Brown Cynthia Baran Lemeul Skidmore Board of Water Commissioners

June 5, 2023

Re: Declaration of surplus

Dear Select Board Members,

Please see the attached picture and list of copper and brass items to be considered for surplus. These are primarily meters that have been replaced as part of our meter replacement program and are intended to be sold as scrap metals.

Sincerely,

Paul Anderson Water Superintendent

6123

METERS

5/8" – 215 LBS per bin / 8 bins

¾" – 53LBS a meter / 9 meters

1" – 10LBS a meter / 18 meters

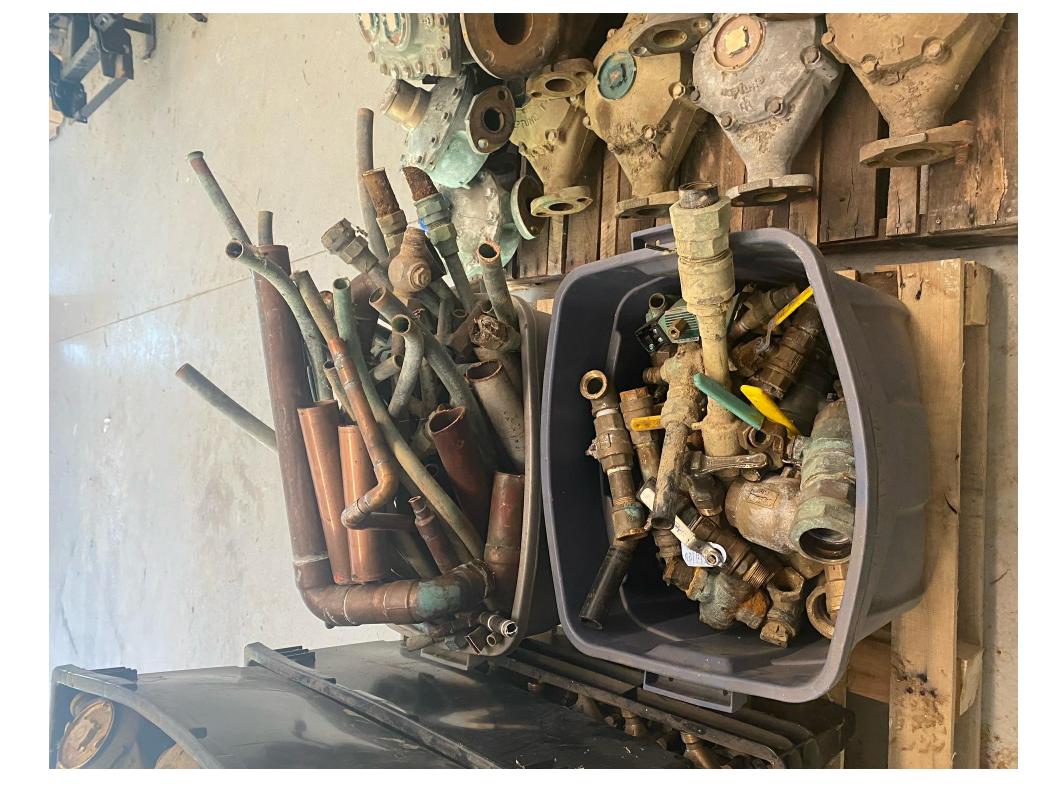
1-1/2" – 21 LBS / 7 meters

2" – 31 LBS / 13 meters

Compound meter 62LBS per meter / 1 meter

Copper bin / 135 LBS









BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631 www.brewsterconservationtrust.org

5 June 2023

Mr. David Whitney, Chair Town of Brewster Select Board 2198 Main Street Brewster, MA 02631

Dear Mr. Whitney:

The intent of this letter is to notify the Town of Brewster Select Board that the Brewster Conservation Trust's Bay Property Planning Committee (BPPC) representative, Steve McKenna has requested to step down from the committee. As such, the Board of Trustees of the Brewster Conservation Trust have appointed Roger O'Day to represent the Trust as the new non-voting representative on the BPCC. For BPCC communication purposes only here is Roger's contact information:

Roger O'Day 102 Paine's Creek Road Brewster, MA 02631 roger.oday@verizon.net

In addition, I, Amy Henderson, will replace Tino Kamarck as Alternate Representative, to substitute for the designated representative if he is unable to attend a meeting.

Please let me know if you need any additional information. On behalf of the Trust, thank you again for the opportunity to participate in this exciting process.

Respectfully,

Amy Henderson Executive Director

Cc: Peter Lombardi Amanda Bebrin, BPPC Chair



Town of Brewster

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

June 26, 2023

Rebecca Tepper, Secretary Executive Office of Energy and Environmental Affairs 100 Cambridge Street, Suite 900 Boston, MA 02114 <u>Rebecca.tepper@state.ma.us</u>

Lisa Berry Engler, Director Office of Coastal Zone Management 100 Cambridge Street, Suite 900 Boston, MA 02114 Lisa.engler@state.ma.us

RE: The Ocean Sanctuaries Act's Prohibition of Planned New Industrial Discharge of Radioactive Waste from the Decommission Pilgrim Nuclear Power Station into Cape Cod Bay Ocean Sanctuary

Dear Secretary Tepper and Director Engler:

The Town of Brewster Select Board voted on June 5, 2023 to go on record in support of the Association to Preserve Cape Cod's legal analysis that the Commonwealth's Ocean Sanctuaries Act (OSA) prohibits Holtec International's planned new discharge of decommissioning process wastewater from the Pilgrim Nuclear Power Station into Cape Cod Bay.

The OSA expressly prohibits any new industrial discharges into protected ocean sanctuaries, with certain narrow exceptions that do not apply to Holtec's proposed discharge of water from Pilgrim associated with the decommissioning activities that are occurring after the power station ceased operations.

We respectfully ask that CZM move expeditiously in informing Holtec that the OSA prohibits the planned discharge of radioactive waste from Pilgrim Nuclear Power Station into Cape Cod Bay. We also request that CZM advise the Massachusetts Department of Environmental Protection that the issuance of any state permit, authorization, or approval of any kind for such a discharge would be inconsistent with the OSA, and the Holtec's proposed discharge is not eligible for a new or modified Massachusetts Surface Water Discharge Permit, or for a new or modified state Water Quality Certification.

Thank you for your consideration of this request.



Town of Brewster

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

Sincerely,

Edward Chatelain, Chair

Mary Chaffee, Vice Chair

Kari Hoffmann, Clerk

Cindy Bingham

David Whitney

Cc: Governor Maura Healey Bonnie Heiple, Commissioner, Department of Environmental Protection Attorney General Andrea Joy Campbell State Senator Julian Cyr State Senator Susan Moran State Representative Sarah Peake State Representative Christopher Flanagan State Representative Kip Diggs State Representative David Vieira State Representative Dylan Fernandes State Representative Steven Xiarhos



Date: June 20, 2023

Town of Brewster 2198 Main Street Brewster, MA 02631 Attention: Peter Lombardi, Town Manager

RE: Conservation Commission Wetland Protection Fund Expenditure Authorization

Peter:

During the June 13, 2023 Brewster Conservation Commission Public Meeting, I discussed the need for temporary office support that extends beyond the capacity of the Conservation staff; previously discussed with Chris Miller and you.

Augmenting with temporary help from skilled individuals familiar with the Conservation discipline to perform duties such as managing the backlog of meeting minutes, creating a spreadsheet centralizing all the Conservation permits for quicker access and response time to public outreach and organizing project jackets in an approved orderly format are the current requests. Two contractors one performing temporary transcription services and one performing temporary spreadsheet data entry and file organization services will be needed. The source of the funds is the Wetland Protections Fund which is associated with the conservation permit filing fees. The use of the funds is a per Mass Dept of Revenue requirements. The basic services and goods contracts will be for temporary services with budgets (\$7,500 each) that will expire on June 30, 2024. These two services will help unweight the Conservation Staff.

The process requires both Conservation Commission and Select Board approval. The Conservation Commission ratified the expenditure by a 6-0-0 vote during the June 13, 2023 Conservation Commission Public Meeting. If you have any questions or need additional assistance, please contact me by or email or at (508) 896-4546.

Respectfully Bill Grafton

Conservation Administrator

Cc/ Donna Kalinick, Assistant Town Manager Chris Miller, Department of Natural Resources Director Mike Tobin, Conservation Chair

TOWN OF BREWSTER, MASSACHUSETTS AGREEMENT FOR TOWN COUNSEL SERVICES

THIS AGREEMENT made this _____ day of _____, 2023 by and between the Town of Brewster having a usual place of business at 2198 Main Street, Brewster, MA 02631, hereinafter referred to as the "TOWN", and KP Law, P.C., having a usual place of business at 101 Arch Street, 12th Floor, Boston, Massachusetts, hereinafter referred to as the "FIRM".

WITNESSETH

Whereas, the FIRM currently serves as Town Counsel to the TOWN; and

WHEREAS, the FIRM desires to continue to serve as Town Counsel; and

WHEREAS, Town, by and through its Select Board, desires for the FIRM to continue to serve as Town Counsel and has voted to authorize its Town Administrator to execute the within Agreement.

NOW, THEREFORE, the TOWN and the FIRM agree as follows:

- 1. <u>CONTRACT DOCUMENTS</u>. The Contract Documents consist of this Agreement and the FIRM's May 19, 2016 proposal to serve as Town Counsel. Except as otherwise set forth herein, the Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
- 2. <u>THE WORK</u>. The FIRM shall perform legal services for the TOWN as requested and needed and at the direction of the Town Administrator and Select Board.
- 3. <u>TERM OF CONTRACT</u>. This Agreement shall be in effect from <u>July 1, 2023</u> and shall expire on <u>June 30, 2026</u> ("TERM") unless sooner terminated, extended or amended pursuant to the terms hereof. In the event that this Agreement is not terminated, extended or amended prior to June 30, 2026, the FIRM shall continue to perform legal services to the TOWN under the terms hereof until such time as the Agreement is terminated, extended or amended.
- 4. <u>COMPENSATION</u>. The TOWN shall pay the FIRM as full compensation for legal services rendered on billable matters, pursuant to the following schedule:
 - FY24 (1st year of the TERM): \$250/hour for attorneys; \$125/hour for paralegals
 - FY25 (2nd year of the TERM): \$260/hour for attorneys; \$130/hour for paralegals
 - FY26 (3rd year of the TERM): \$270/hour for attorneys; \$135/hour for paralegals
 - Specialty Legal Services will be billed at rates appropriate for the same, based upon the demand for such services and the intensity of the work required.
 - comprehensive permit matters, including hearings, and similar matters paid for by third parties such as host community agreement

negotiations and the like, and including any administrative or court appeals (\$360/hour if fees are not paid by municipality; or \$330/hour if paid by the municipality);

- comprehensive general or zoning bylaw revision or review and comprehensive form of government charter or special act adoption or amendment (\$300);
- election recounts (\$300);
- cable television licensing (\$300); and
- bond counsel work (fees calculated based upon "standard" factors in the field).

Provided however that:

- a. The FIRM shall cap its fees to the TOWN at the total amount of \$210,000 in the first year of the TERM; \$220,000 in the second year of the TERM; and \$230,000 in the third year of the TERM (collectively, the "ANNUAL CAP"), and shall not bill the TOWN for fees incurred in excess of the ANNUAL CAP, although the FIRM shall still continue to provide the TOWN with monthly invoices detailing the work undertaken for the TOWN. The ANNUAL CAP shall exclude fees to be paid by third parties, such as insurers and permit applicants required to pay the TOWN's legal fees, pursuant to G.L. c.44, §53G, as well as costs incurred by the FIRM on behalf of the Town, which shall be passed through to the Town at no markup.
- b. At the request of the TOWN, the FIRM shall provide two free training sessions to TOWN boards and/or officials.
- 5. <u>INVOICES</u>. Invoices for services shall include the following detail unless the TOWN advises the FIRM in writing that a different billing format is requested: date; initials of person performing the work, limited narrative describing work performed; hours or portion thereof billed in 1/10th of an hour increments; and dollar amount for the same based upon billable hour rate.
- 6. <u>PAYMENT OF COMPENSATION</u>. The TOWN shall make payments within thirty (30) days after its receipt of invoices.
- 7. <u>LIABILITY OF THE TOWN.</u> The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
- 8. <u>INDEPENDENT CONTRACTOR</u>. The FIRM shall be considered an independent contractor for work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose, or entitled any benefits.

- 9. <u>ASSIGNMENT</u>. The FIRM shall not assign, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN.
- 10. <u>CONFLICTS</u>. The TOWN is aware that the FIRM represents other public entities. The FIRM will not undertake to represent any client in a matter that is directly adverse to the TOWN without first seeking and obtaining the appropriate conflict waivers and consent from the TOWN and other relevant parties. If such a potential conflict is identified, the FIRM will advise the TOWN immediately and if deemed necessary by the TOWN, an appropriate mechanism to address the potential conflict will be implemented.
- 11. <u>TERMINATION FOR CONVENIENCE</u>. The TOWN may terminate this Agreement at any time at its will and pleasure by providing the FIRM written notice specifying therein the termination date. Upon receipt of said notice, the FIRM shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the FIRM shall be entitled to compensation for all work completed prior to the termination date, and any work required or requested by the TOWN thereafter. The FIRM, at the request of the TOWN, shall stay on until a successor counsel is appointed.
- 12. <u>SEVERABILITY</u>. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby.
- 13. <u>GOVERNING LAW</u>. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- 14. <u>ENTIRE AGREEMENT</u>. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF BREWSTER

KP LAW, P.C.

Peter Lombardi, Town Administrator

Lauren F. Goldberg, President

Approved as to Availability of Funds:

Mimi Bernardo, Finance Director



Town of Brewster

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

Housing

MEMORANDUM

TO:Brewster Select BoardFROM:Jill Scalise, Housing CoordinatorRE:6 Sachemus Trail, Affordable Home Resale and Town Option to PurchaseDATE:June 20, 2023

The Town of Brewster has been notified that the homeowner of 6 Sachemus Trail intends to sell her affordable, Subsidized Housing Inventory, home. On May 31, 2023, the Town received a letter from the homeowner with a notice of intent to sell the twobedroom home. Based on the formula in the deed rider, on June 13, 2023, the Executive Office of Housing and Livable Communities (EOHLC) determined the resale price for the property at \$213,600. Consistent with the deed rider formula, this is a price affordable to a buyer at 70% of the Area Median Income. According to Section 4(c) of the deed rider, the Town has an option to purchase the home at the maximum resale price. After the Town of Brewster confirms whether or not the Town will exercise its right to purchase at the maximum price, EOHLC will issue a letter to begin marketing of the property.

Town Planner Jon Idman, Assistant Town Manager Donna Kalinick, and Housing Coordinator Jill Scalise have reviewed this resale request. It is recommended that the Town of Brewster declines the option to purchase 6 Sachemus Trail at the present time and that the marketing of the property to an eligible purchaser begins.

If the marketing moves forward, it is expected that Housing Assistance Corporation (HAC) will oversee this resale process and that marketing will begin within the next month. The Brewster Housing Office would collaborate with EOHLC and HAC on their efforts to identify an eligible purchaser for 6 Sachemus Trail. An eligible purchaser means a household earning no more than 80% of the Area Median Income and the home must be occupied as their principal residence. Applications would be submitted to HAC, and an affordable lottery will be held. Anyone interested in receiving notifications of HAC's affordable home resales and lotteries can sign up here: <u>Cape Community Real Estate - Housing Assistance Corporation Cape Cod (haconcapecod.org)</u>

Vote requested: Notice of owner's intent to sell an affordable home at 6 Sachemus Trail. Vote for the Town to decline the option to purchase the property. The property will be marketed to an eligible affordable purchaser.

Bk 30517 Ps13 \$26075 05-30-2017 & 08:11a

NASSACHUSETTS STATE EXCISE TAX BARNSTABLE COUNTY REGISTRY OF DEEDS Date: 05-30-2017 a 02:11am Ctl:: 40 Doc:: 26075 Fee: \$632.70 Cons: \$185,000.00

BREWSTER LANDING CONDOMINIUM

UNIT DEED

CAPE VIEW DEVELOPMENT, LLC, a duly organized Massachusetts Limited Liability Company with a principal place of business at 45 Milford Street, Medway, Norfolk County, Massachusetts

for consideration of ONE HUNDRED EIGHTY-FIVE THOUSAND and 00/100 (\$185,000.00) DOLLARS

grants to KELLY ALLEN, and AMANDA E. HIRSCHMAN, both of 6 Sachemus Trail, Brewster, Barnstable County, Massachusetts, as JOINT TENANTS and not as Tenants in Common

with QUITCLAIM COVENANTS

:540)

20-2011 9 08:110m

BARNSTABLE COUNTY REGISTRY OF DEEDS

RARIABLE COUNTY EXCISE TAX

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995\$:001

014 :4130

-60 :9300

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S2097 :4000

the Unit Number 1 in and of the Condominium known as Brewster Landing Condominium, located in Brewster, Barnstable County, Massachusetts, which Condominium was created pursuant to M.G.L. c. 183A by the recording of a Master Deed dated June 13, 2016 and recorded on June 14, 2016 with the Barnstable County Registry of Deeds in Book 29724, Page 44, as amended by the First Amendment to said Master Deed, dated August 11, 2016, and recorded with said Barnstable Deeds in Book 29858, Page 122, and as further amended by the Second Amendment to said Master Deed, dated August 22, 2016, and recorded with said Barnstable Deeds in Book 29880, Page 116 and as further amended by the Third Amendment to said Master Deed, dated September 28, 2016 and recorded with said Barnstable Deeds in Book 29969, Page 339. and as further amended by the Fourth Amendment to said Master Deed, dated October 20, 2016 and recorded with said Barnstable Deeds in Book 30019, Page 297 and as further amended by the Fifth Amendment to said Master Deed, dated October 25, 2016, and recorded with said Barnstable Deeds in Book 30034, Page 313, and as further amended by the Sixth Amendment to said Master Deed, dated November 28, 2016, and recorded with said Barnstable Deeds in Book 30125, Page 347 and as further amended by the Seventh Amendment to said Master Deed, dated December 7, 2016 and recorded with said Barnstable Deeds in Book 30145, Page 334, and as further amended by the Eighth Amendment to said Master Deed, dated December 13, 2016 and recorded with said Barnstable Deeds in Book 30162, Page 62, and as further amended by the Ninth Amendment to said Master Deed, dated January 23, 2017, and recorded with said Barnstable Deeds in Book 30258, Page 100 and as further amended by the Tenth Amendment to said Master Deed, dated January 26, 2017 and recorded with said Barnstable Deeds in Book 30263, Page 259, and as further amended by the Eleventh Amendment to said Master Deed, dated March 15, 2017 and recorded with said Barnstable Deeds in Book 30364, Page 188, and as further amended by the Twelfth Amendment to said Master Deed, dated April 18, 2017 and recorded with said Barnstable Deeds

in Book 30427, Page 100, and as further amended by the Thirteenth Amendment to said Master Deed, dated April 26, 2017, and recorded with said Barnstable Deeds in Book 30446, Page 68, as corrected by Corrective Thirteenth Amendment to said Master Deed, dated April 28, 2017, being recorded with said Barnstable Deeds in Book 30451, Page 102, and as further amended by the Fourteenth Amendment to said Master Deed, dated May 3, 2017 and recorded with said Barnstable Deeds in Book 30463, Page 29, and as further amended by the Fifteenth Amendment to said Master Deed, dated May 10, 2017, and recorded with said Barnstable Deeds in Book 30481, Page 60, and as further amended by the Sixteenth Amendment to said Master Deed, dated May 16, 2017 and recorded with said Barnstable Deeds in Book 304973, Page 1 ∂ 7. Said Unit is shown on the plan recorded with said Barnstable Deeds in Plan Book 670, Plans (7-1)

Said Unit contains approximately $1,387\pm$ square feet and is shown on the floor plans of the Building recorded with the said Sixteenth Amendment to the Master Deed in Plan Book , Plan , and made a part thereof, to which is affixed the verified statement in the form required by said Chapter 183, Section 9.

The Street Address of the Unit is 6 Sachemus Trail, Brewster, Massachusetts 02631.

Said Unit is hereby conveyed together with:

- 1. An undivided 2.194 (2.194%) percent interest in the Common Areas and Facilities of the Condominium, as it may be amended pursuant to provisions of the Master Deed;
- 2. The exclusive right to use the driveway in front of the garage of the Unit as described in the Master Deed as an Exclusive Use Area;
- 3. The exclusive right to use those other Common Areas and Facilities appurtenant to said Unit as set forth in the Master Deed as amended from time to time;
- 4. All other rights, easements, agreements, interests and provisions contained in the Master Deed, the Declaration of Trust of the Condominium recorded with said Barnstable Registry of Deeds on June 14, 2016, in Book 29724, Page 74 (the "Declaration of Trust") and the Rules and Regulations adopted pursuant thereto (the "Rules and Regulations"), if any there may be, as any of the same may be amended from time to time pursuant to the provisions thereof.

Said Unit is conveyed subject to and with the benefit of:

- 1. The provisions of Chapter 183A as the same may be amended from time to time;
- 2. The provisions of the Master Deed, as amended of record, and floor plans (including without limitation, the title matters set forth in Exhibit A to the Master Deed, as amended, and the Grantor's rights to add additional phases to the Condominium as set forth in the Master Deed, as amended, the Declaration of Trust and the Rules and Regulations, in each case as the same may be amended from time to time pursuant to the provisions thereof;
- 3. Real estate taxes assessed against the Unit and the Common Areas and Facilities which are not yet due and payable;
- 4. Provisions of Existing Building and Zoning Laws;
- 5. The provisions of the Master Deed, as amended, providing that the Septic system servicing the Condominium is designed and approved for a 28 Unit community. Said septic system

shall be owned and governed by a Condominium Association and not separated shared entities. The Condominium Association shall be responsible for the lifetime operation and maintenance of the Septic System.

- 6. A Regulatory Agreement with DHCD filed with the Barnstable Registry of Deeds in Book 29020, Page 64;
- 7. The terms and provisions of the Comprehensive Permit, dated August 29, 2014, issued by the Town of Brewster Zoning Board of Appeals, as recorded with said Barnstable Deeds in Book 29020, Page 31, as it may be amended from time to time by recorded instruments issued by competent authority.
- Order of Conditions from the Brewster Conservation Commission recorded with said Registry in Book 28620, Page 263;
- 'Covenants and Agreement' by and between Grantor and Jane Remy, as Trustee of the Jane M. Remy Living Trust dated March 26, 2009, and others, dated as of March 16, 2015 and recorded with said Registry in Book 29019, Page 101;
- 10. Easement for Electric Service dated August 27, 2015, recorded with said Registry in Book 29101, Page 92; and

The rights, agreements, easements, restrictions, provisions and interests set forth above, together with any amendments thereto shall constitute covenants running with the land and shall inure to the benefit of and bind, as the case may be, any person having at any time any interest or estate in the Unit, his/her agents, servants, employees, licensees, visitors and lessees as though the same were more fully set forth herein.

The Unit may be used only for residential purposes, subject to the zoning laws of the Town of Brewster and the restrictions set forth in the Master Deed, as amended of record.

By acceptance hereof, the Grantee(s) for themselves and their heirs, successors and assigns, hereby expressly acknowledge and agree that the Grantor, as Declarant of said Master Deed, as amended, has reserved and shall have the rights, as set forth in said Master Deed as amended, to amend said Master Deed, whereupon the percentage of interest of the Unit hereby conveyed in the Common Areas and Facilities will be changed as provided therein.

Unit #1 is conveyed subject to and together with the terms, conditions, restrictions and obligations set forth in a DEED RIDER, attached hereto and incorporated herein by this reference.

Grantee, by accepting this Deed, hereby appoints and constitutes Cape View Development L.L.C., its successors and assigns, and each of them acting singly, with full power of substitution, as Grantee's true and lawful attorney-in-fact with full power coupled with an interest which cannot be revoked, to execute, acknowledge, deliver and record any one or more amendments to the Master Deed and to take such other actions and execute, acknowledge, deliver and record such other documents as may be necessary or desirable, in the opinion of said attorney, to incorporate any additional land, buildings and/or units into the Condominium, in the event that the Grantor, its successors or assigns, elects to incorporate any of the same into the Condominium pursuant to Grantor's rights as set forth in the Master Deed.

Meaning and intending to convey and hereby conveying a portion of the premises conveyed to this Grantor by Deed of Claudia Carey Batz, Trustee of the Carey Family Trust of 2003, u/d/t dated August 12, 2003, and as amended and restated on October 27, 2008 (see Trustee's Certificate Pursuant to M.G.L. c. 184, section 35, recorded with Barnstable County Registry of Deeds in Book 29019, Page 97) said Deed dated July 15, 2015, and recorded with said Barnstable Deeds in Book 29019, Page 99.

This conveyance does not constitute all or substantially all of the assets of the Grantor, Cape View Development, L.L.C. within the Commonwealth of Massachusetts and is made in the ordinary course of the business of said Grantor.

IN WITNESS WHEREOF, the said Cape View Development, LLC has caused these presents to be signed, acknowledged and delivered in its name by Mark T. Smith, its Manager, hereto duly authorized, this <u>11</u> day of May, 2017.

CAPE VIEW DEVELOPMENT, LLC By:

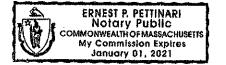
COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this <u>day</u> of May, 2017, before me, Ernest P Pettinari, the undersigned Notary Public, personally appeared Mark T. Smith, Manager as aforesaid, and proved to me through satisfactory evidence of identity, which was my personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Cape View Development, LLC.

5

Eprest P Pettinari, Notary Public My Commission Expires: January 1, 2021



(Seal)

LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER

For Projects in Which Affordability Restrictions Survive Foreclosure

made part of that certain deed (the "Deed") of certain property (the "Property") from <u>Cape View</u> <u>Development, LLC</u> ("Grantor") to <u>Kelly Allen and Amanda Hirschman</u> ("Owner") dated <u>MAY</u> <u>17</u>, 2017. The Property is located in the Town of Brewster (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated August 25, 2014 and recorded with the Barnstable Registry of Deeds (the "Registry") in Book 29020, Page 31 (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among Cape View Development, LLC (the "<u>Developer</u>"), [] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Department of Housing and Community Development] ("DHCD"), and [X] the Municipality; dated June 29, 2015 and recorded with the Registry in Book 29020, Page 64 (the "Regulatory Agreement");
- (iii) $\sqrt{}$ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, <u>DHCD</u> and the Town of Brewster (singly, or if more than one entity is listed, collectively, the "<u>Monitoring Agent</u>") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

1

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. <u>Definitions</u>. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

<u>Affordable Housing Fund</u> means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

<u>Appropriate Size Household</u> means a household containing a number of members equal to the number of bedrooms in the Property plus one.

<u>Approved Capital Improvements</u> means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; <u>provided that</u> the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

<u>Area</u> means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Barnstable MSA/HMFA.

<u>Area Median Income</u> means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the Barnstable MSA/HMFA is \$77,100.

<u>Chief Executive Officer</u> shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

2

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

<u>Eligible Purchaser</u> means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked []______ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

<u>First-Time Homebuyer</u> means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

<u>Maximum Resale Price</u> means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); <u>provided that</u> in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked []

percent (____%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further <u>provided that</u> the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

<u>Monitoring Services Agreement</u> means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

3

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

<u>Program Guidelines</u> means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

<u>Resale Fee</u> means a fee of <u>Two Percent (2%)</u> of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

<u>Resale Price Certificate</u> means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

<u>Resale Price Multiplier</u> means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of 2.39 is hereby assigned to the Property.

<u>Term</u> means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. <u>Owner-Occupancy/Principal Residence</u>. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. <u>Restrictions Against Leasing, Refinancing and Junior Encumbrances</u>. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; <u>provided that</u> this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in

4

the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

When the Owner or any successor in title to the Owner shall desire to sell, (a) dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-

5

day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

6

5. Delivery of Deed.

In connection with any conveyance pursuant to an option to purchase as (a) set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "<u>Closing</u>") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

7

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of

8

the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "<u>Mortgagee</u>") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "<u>Foreclosure Notice</u>"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

The Owner grants to the Municipality or its designee the right and option (b) to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be

9

recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. <u>Said deed shall clearly state that it is made</u> <u>subject to the Deed Rider which is made part of the deed</u>. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. <u>Said deed shall clearly state that it is</u> <u>made subject to the Deed Rider which is made part of the deed</u>. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be

conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. <u>Notice</u>. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Attn: Town Manager Town of Brewster Board of Selectmen 2198 Main Street Brewster, MA 02631

Grantor:

Cape View Development LLC 16 Mowry Street Mendon, MA 01756

<u>Owner</u>:

Kelly Allen and Amanda Hirschman 6 Sachemus Trail Brewster, MA 02631

Monitoring Agents:

 Director, Local Initiative Program DHCD
 100 Cambridge Street
 Boston, MA 02114

(2) Attn: Town Manager 2198 Main Street Brewster, MA 02631

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. <u>Further Assurances</u>. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. <u>Enforcement</u>.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and

12

shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may

determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. <u>Monitoring Agent Services</u>; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [$\sqrt{}$] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. <u>Actions by Municipality</u>. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. <u>Severability</u>. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. <u>Independent Counsel</u>. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. <u>Binding Agreement</u>. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. <u>Amendment</u>. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

14

Executed as a sealed instrument this 2U day of \int

Grantor: Cape View Development, LLC By: Its: KK T

Owner: Kelly Allen

Owner: Amanda Hirschman

Amanda

COMMONWEALTH OF MASSACHUSETTS

WORCESTER County, ss.

On this ______ day of <u>MAY</u>, 2017, before me, the undersigned notary public, personally appeared <u>MARX T SMITH</u>, the <u>MANAGEP</u> of Cape View Development, LLC, proved to me through satisfactory evidence of identification, which was a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of <u>MARK T SMITH</u> as <u>MANAGEP</u> of Cape View Development, LLC.

ERNEST P. PETTINARI Notary Public COMMONWEALTHOFMASSACHUSETTS My Commission Expires January 01, 2021

Notary Public My commission expires:

ERNEST P. PET Notary Put COMMONWEALTH OF M My Commission January 01,

COMMONWEALTH OF MASSACHUSETTS

MANSIAN County, ss.

On this day of <u>MAY</u>, 2017, before me, the undersigned notary public, personally appeared Kelly Allen, proved to me through satisfactory evidence of identification, which was [*check one*]: If a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to methan investigned it voluntarily for its stated purpose.



Notary Public My commission expires:

15

COMMONWEALTH OF MASSACHUSETTS

BANNSIAGE County, ss.

On this <u>May</u> day of <u>May</u>, 2017, before me, the undersigned notary public, personally appeared Amanda Hirschman, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and

acknowledged to me that she signed it voluntarily for its stated purpose. Notary Public My commission expires:



BARNSTABLE REGISTRY OF DEEDS John F. Meade, Register



May 16, 2023

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

Dear Select Board,

Latham Centers, Inc. is excited to report to you that we have arranged financing and selected a contractor to begin work on our campus expansion, the site of the New England Fire Museum.

We respectfully ask that you consider waiving the permit fees related to the project. We know completion of this project will be a wonderful enhancement to Brewster's Main Street.

Thank you for your consideration of this request.

Sincerely,

e huhans

Anne McManus President and CEO

LathamCenters.org(508) 896-5776TTY and ASCII Users: (800) 720-3480Latham Centers is an equal opportunity provider and employer.





dministrative Offices

259 Willow Street Yarmouth Port, MA 02675-1762 Archived: Friday, June 23, 2023 3:47:49 PM From: Davis Walters Sent: Thursday, June 15, 2023 4:34:13 PM To: Erika Mawn Erika Glidden Donna Kalinick Jonathon Idman Cc: Michael Paronich Subject: Permit Fees For Latham Centers 1439 Main St./ BP Applications - Waiver Requests Importance: Normal Sensitivity: None

Greetings All –

Permit Fees have been calculated for the Latham Center, Inc. building permit applications for their campus expansion projects:

\$8295. BP #23-635 'Campus Extension' Building – additions, repairs, and renovations to both floors of interior and all exterior of 2-story concrete building

\$367. BP #23-670 'Meetinghouse' Phase 1A project – add enclosed exterior stairway, replace all siding and exterior trim

\$125. BP #23-738 Demolition Fee – Accessory Building 1 (Southern) – (Fixed Fee)

\$125. BP # 23-739 Demolition Fee – Accessory Building 2(Northern) – (Fixed Fee)

\$125. BP #23-740 Engineered Retaining Wall- (Fixed Fee)

Applications are still under review.

OpenGov Link to Master Plan Set:

https://brewsterma.viewpointcloud.io/?code=uIaoEhgGunGimak-

GcHptxkg2a8QgvmVMIly3xIK82C16&state=g6Fo2SB2eIpvRWIlejFrQkhVWUNSMDhSNUI4cDkxOWNWU1I4U6N0aWTZIC1TOW14 bjI6TUliUTd1WW1iYzdrNVBnTG4xZ1hHbHIJo2NpZNkgRERUZ01JQWF2UzRBREFibjhHTEVnZU5uanVBVXNHVDg#/explore/record s/73327/attachment/47435

Please contact me with questions.

Best,

Davis

F. Davis Walters, M.C.B.O. (him/he) Building Commissioner Town of Brewster 2198 Main Street Brewster, MA 02631

(508) 896-3701 ext. 1125



Town of Brewster

2198 Main Street Brewster, MA 02631 www.brewster-ma.gov Phone: (508) 896-3701 Email: brewster@brewster-ma.gov Office of: Select Board and Town Administrator

SELECT BOARD POLICY ON WAIVER OF TOWN PERMIT FEES

Policy no. 5 Date adopted:10/5/87 Date amended: 8/25/97 Date amended: 4/16/02 Date amended: 12/21/20

A. PURPOSE

- This policy seeks to create consistent and clear eligibility standards for the reduction or waiver of Town fees. The policy also establishes a standard process by which the Select Board will consider and potentially approve any such request.
- 2. The Town of Brewster seeks to support events held on Town property that broadly benefit the community, many of which are organized, coordinated, and/or hosted by local non-profit organizations. The Town also actively engages in construction projects that are initiated or coordinated by various Town entities that benefit the community.

B. POLICY & ELIGIBILITY

- 1. **Town exemptions.** Construction projects initiated, participated in, or sponsored by the Town, including those related to affordable housing, shall be exempt from all applicable licensing and permit fees except electrical and plumbing/gas inspectional service fees.
- 2. Nonprofit application limits. The Select Board may consider waiver of fees associated with the use of Town facilities by non-profit organizations upon proof of current 501(c)(3) status. Such activity shall be consistent with the applicant organization's mission. Any such waiver amount shall not exceed \$1,000 for a particular request/event, nor shall the Board grant waivers in excess of \$2,000 per fiscal year to any one entity.
- 3. **Recycling Center waivers.** The Select Board may, from time to time, waive certain Recycling Center fees associated with disposal of brush materials after a significant storm event or a Town-sponsored clean-up activity.
- 4. **Public safety/emergency waivers.** As a result of a public safety or health emergency, the Select Board may, at their discretion, choose to waive or prorate certain fees.
- 5. **Other applications.** Requests for waiver from any other Town fees is generally discouraged but may be reviewed on a case-by-case basis. The Select Board's action on any such requests shall not be considered

precedential.

C. APPROVAL PROCESS

- 1. Each project/event fee waiver request shall be submitted in writing to the Select Board stating the nature and purpose of such request.
- 2. The Select Board shall act on a request as soon as practicable.
- 3. The Select Board's action on any such request shall be final and not subject to appeal.

Approved by the Brewster Select Board on December 21, 2020

Ben DeRuyter, Vice Chair Chair Marv am David Whitney telatite



Town of Brewster

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

To: The Select Board as Licensing AuthorityFrom: Erika Mawn, Executive AssistantDate: June 22, 2023RE: Renewal of Annual Entertainment Licenses

Annual entertainment licenses are valid from July 1 through June 30 every year. The Town's entertainment licenses are valid for Monday – Saturday, while Sunday entertainment licenses are approved through the State. The Town's base fee for an annual entertainment license is \$250.00, in addition, there is a charge of \$10.00 per amusement devices such as pool tables, pinball machines, video games, air hockey tables, etc. The fee for Sunday entertainment, payable to the State is \$100.00 for a 12:00pm start time and \$50.00 for a 1:00pm start time.

The following department heads reviewed the list of annual entertainment license establishments, Police Department, Fire Department, Health Department, Planning Department, Town Administration, Tax Collectors, and Building Department. The Tax Collector's office confirmed that all establishments are up to date with their tax payments. The Building Department and Fire Department has confirmed that the annual 110, fire and safety inspections for establishments are all set, except for The Woodshed which is pending. The Building Commissioner is not aware of any violations that would prevent the issuance of their license and the inspection will be set up as soon as possible.

Please note that both Ocean Edge Inn and Conference Center and The Woodshed have additional restrictions; these are included as conditions in the issuance of the Entertainment license.

Included in this information packet are draft Annual Entertainment licenses with the same conditions that were issued last year to each establishment. Any changes to the existing licenses that the Select Board vote on will be added to licenses issued for July 1, 2023- June 30, 2024.

The below businesses have indicated they would like to renew their annual entertainment licenses and have paid the fee to the Town Manager's office.

Suggested motion for the Select Board: I move that the Select Board vote to approve the following annual entertainment licenses valid July 1, 2023, through June 30, 2023:

Brewster Council on Aging Brewster Inn, Inc. d/b/a The Woodshed (*with conditions*) Brewster Post #9917, Veterans of Foreign Wars of the United States Brown Dog Investments, Inc. d/b/a Laurino's Tavern Cape Cod Repertory Theatre Ocean Edge Resort Limited Partnership d/b/a Ocean Edge Inn and Conference Center (*with conditions*) Ocean Edge Resort Limited Partnership d/b/a Linx Tavern Shady Knoll Tent Sites Inc., d/b/a Shady Knoll Campground Sweetwater, Inc. d/b/a Sweetwater Forest

Ad Preview

ENTERTAINMENT LICENSES LEGAL NOTICE TOWN OF BREWSTER PUBLIC HEARING ENTERTAINMENT LICENSES

The Brewster Select Board will be considering the following applications for renewal of Annual Entertainment Licenses on Monday, June 26 at 6:15pm:

Brewster Council on Aging Brewster Inn, Inc. d/b/a The Woodshed Brewster Post #9917, Veterans of Foreign Wars of the United States Brown Dog Investments, Inc. d/b/a Laurino's Tavern Cape Cod Repertory Theatre Ocean Edge Resort Limited Partnership d/b/a Ocean Edge Inn and Conference Center Ocean Edge Resort Limited Partnership d/b/a Linx Tavern Shady Knoll Tent Sites Inc., d/b/a Shady Knoll Campground Sweetwater, Inc. d/b/a Sweetwater Forest

This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. As a courtesy only, access to the hearing 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 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 should make plans for in-person vs. virtual attendance accordingly.

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

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 890 9291 0526 Passcode: 509224 To request to speak: Press *9 and wait to be recognized.

ZoomWebinar: <u>https://us02web.zoom.us/i/89092910526?</u> pwd=WHM2V3hrVkIhSTIoWWhVU09kanUzQT09 Passcode: 509224

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

#8907015 Cape Codder 6/16, 6/23/23



Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

#ENT 01-2023

FEE \$250.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster

Licensing

This is to certify that: Brewster Inn Inc., D/B/A The Woodshed

1993 Main Street, Brewster MA 02631

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

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

- Hours License are active: Mondays- Saturdays: 1pm – 12:45am
- Entertainment is to include DJ's and live music
- See attached restrictions



Town of Brewster

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

RESTRICTIONS FOR WEEKDAY AND SUNDAY ENTERTAINMENT LICENSE

BREWSTER INN INC., D/B/A THE WOODSHED

- 1. No entertainment after 12:45 AM.
- 2. Windows and doors to the area must be kept closed at all times except when customers are entering or leaving.
- 3. There will be a parking attendant in the parking lot from 11:30 PM until closing during the season (May through September) to make sure noise is controlled.
- 4. Entertainers will bring down the volume at 12 midnight.
- 5. The Select Board will review these restrictions and will act reasonably in their review of these restrictions.
- 6. Failure to comply with these restrictions will be sufficient reason for taking action under appropriate Massachusetts General Laws.



#ENT 02-2023

Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

FEE \$330.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that: Brewster Post #9917, Veterans of Foreign Wars

of the United States

989 Freemans Way, Brewster MA 02631

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

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

- Hours License are active: Monday- Saturday from 1pm – 11:00pm
- Entertainment is to include DJ's, live music, pool tables & video games



ENT 03-2023

Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

FEE \$250.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that: Brown Dog Investments Inc., D/B/A Laurino's Tavern

3668 Main Street, Brewster, MA 02631

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

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

- Hours License are active: Monday- Saturdays from 1pm – 12:00pm
- Entertainment is to include DJ's and live music



#ENT 04-2023

Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

FEE Waived

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that:

Brewster Council on Aging

1673 Main Street, Brewster, MA 02631

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

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

- Hours License are active: Monday- Saturdays from 9am – 8pm
- Entertainment is to include live music



#ENT 05-2023

Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

FEE \$250.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that:

Cape Cod Repertory Theatre

3379 Main Street, Brewster MA 02631

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

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

- Hours License are active: Monday – Saturday from 10am – 10:30pm
- Entertainment is to include plays, music reviews



#ENT 06-2023

Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

FEE \$250.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that: Ocean Edge Resort Limited Partnership

d/b/a Ocean Edge Inn & Conference Center

2907 Main Street, Brewster MA 02631

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

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

Date Issued: June 26, 2023

- Indoor entertainment allowed hours: Monday-Saturdays from 11am – midnight
- Outdoor entertainment allowed hours: Monday- Saturday from 11am – 10:00pm
- No music events on front lawn related to outdoor dining
- Entertainment can include DJ's and live music
- Ocean Edge is restricted to the following as outlined in their Special Permit issued by the Planning Board:
 - 7 events between May September on the front lawn
 - 2 events per month from October- April on the front lawn
- See attached restrictions



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

RESTRICTIONS FOR WEEKDAY AND SUNDAY ENTERTAINMANE LICENSE

OCEAN EDGE RESORT AND CONFERENCE CENTER

- 1. No music will allowed after 10:00 PM at the Bay Pines Pavilion, the terrace above the ballroom, the Mansion second floor terrace or the Carriage house terrace.
- 2. No amplified live music will be permitted at any time on the terrace above the ballroom, the Mansion second floor terrace or the Carriage house terrace.
- 3. No entertainment will be permitted after 10:00 PM on the Front Lawn. Tent sides must be rolled down when there is entertainment at any time.



Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

#ENT 07-2023

FEE \$310.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that: Ocean Edge Resort Limited Partnership

d/b/a Linx Tavern

832 Villages Drive, Brewster MA 02631

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

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

- Hours License are active: Monday-Saturday from 12pm – Midnight
- Entertainment is to include DJ's, live music



Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

#ENT 08-2023

FEE \$280.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster Licensing

This is to certify that:

Shady Knoll Tent Sites Inc.,

d/b/a Shady Knoll Campground

1709 Main Street, Brewster MA 02631

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

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

- Hours License are active: Monday- Saturdays from 1pm – Midnight
- Entertainment is to include live music, video games



#ENT 09-2023

Town of Brewster

2198 Main Street Brewster, MA 02631 (508) 896-3701 www.brewster-ma.gov Office Of: Select Board Town Manager

FEE \$430.00

COMMONWEALTH OF MASSACHUSETTS Town of Brewster

Licensing

This is to certify that:

Sweetwater Inc.,

d/b/a Sweetwater Forest

676 Harwich Road, Brewster MA 02631

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

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

- Hours of License are active: Monday- Saturdays from 1pm – 10:00pm
- Entertainment is to include pool tables & video games



Town of Brewster

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

To: The Select Board
From: Erika Mawn
Date: June 22, 2023
RE: Annual Entertainment License and Common Victualler License Application – Harbor
Lights Mini Golf

Putt Putt Chicken Butt, Inc. d/b/a Harbor Lights Mini Golf located at 81 Underpass Road is applying for a new Annual Entertainment License and Common Victualler License. For the entertainment license, a public hearing was advertised, and abutters have been notified, consistent with the application process. Annual Entertainment licenses are valid from July 1 through June 30 each year. The application includes an Annual Sunday Entertainment License through the State.

A completed application for a Common Victualler license has been submitted with all required documentation.

The following departments have also reviewed the application and have provided the following feedback, which will be shared with the applicant.

Building Department- No concerns with the application.

<u>Health Department</u>- The Health Department has no comment on the entertainment license. A pre-opening inspection for the Food Service Permit is scheduled for 6/26/23.

Fire Department- No concerns with the application.

Police Department- If the business model is not changing significantly, there are no concerns.

Town Managers Office-No concerns with the application.

<u>Planning Department</u> – There are no conditions from existing zoning permits for the site that would bear on this request.

The previous owner of this establishment held an Annual Entertainment license issued by the Town that was valid Monday- Saturday from 10am until 10pm, daily from mid-June through early September and limited days in April, May, and September. The entertainment included recorded music through a speaker system. The new owner is not proposing any changes to the licenses.



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

Office of: Select Board Town Manager

APPLICATION FOR ANNUAL ENTERTAINMENT LICENSE

Following submission of a completed application and payment, allow up to 4-6 weeks before a public hearing with the Select Board is scheduled. Submit complete application to Town Manager's office or email to <u>licenses@brewster-ma.gov</u>.

Section 1: Applicant Informat	ion	TYPE: 🔀 New 🗌 Renewal
Name of Business/Corporation:	Putt Putt Chicken Butt, Inc. DB	A Harbor Lights Mini Golf
Name of Business Owner: Amy N	IcCaffery & Matthew Gschwend	1
Business Address (location of ente		Brewster, MA 02631
Mailing Address if different:		
Telephone # and Email Address:		

Section 2: Type of Entertainment to be offered (check all that apply):

Dancing by	patrons		_Live music		Theatrical exhibitions/Play
Dancing by	live performers		_Amplified n	nusic	Disc Jockey
Karaoke			Radio/Television		Coin operated Games
Juke Box		X	_Recorded N	/lusic	Pool/Billiards
XOther (pleas	se explain): Miniat	ure Gol	f		
Section 3: Propo	osed Days and Ho	ours of	Entertain	ment	
Mondays:	Start time:10 a	am	_ End time: _	10 pm	
Tuesdays:	Start time:10	am	_ End time: _	10 pm	
Wednesdays:	Start time: <u>10</u> a	am	_End time: _	10 pm	
Thursdays:	Start time:10 a	am	_End time: _	10 pm	
Fridays:	Start time:10 a	m	_End time: _	10 pm	
Saturdays:	Start time:10	am	_ End time: _	10 pm	

Sundays:	Start time:	10 am	End time:	10 pm	

Section 4: Location of Entertainment: _____Indoors __X__Outdoors

If outdoors, the applicant must provide proof of ownership/lease for use of the outdoor space. Please describe what efforts the applicant/business has taken to reduce the impact of noise from outdoor entertainment to neighboring residents and businesses. Please attach a property map with proposed locations of entertainment.

The speakers will be played at limited volume and they are all inward facing onto the property to reduce noise from overflowing to neighboring properties. Additionally, there is vegetation surrounding the property to act as a buffer for noise.

Section 5: Detailed Description of Proposed Entertainment

18-hole miniature golf course with speakers throughout playing music.

Section 6: Previous or Current Violations

In the past year, has the applicant or business been notified of any violations? _____ Yes ____ X_No If yes, please state the reason for the violation and the current status:

Entertainment licenses are valid July 1- June 30th each year. The Town Administration office will contact current Annual Entertainment License holders in early May to renew their license. The Select Board will hold a public hearing in the month of June to review all Annual Entertainment Licenses. All taxes must be paid to the Town of Brewster before applications will be reviewed. It is the responsibility of the applicant to understand the rules and regulations associated with an entertainment license. By signing this form, the applicant certifies that he/she has read Chapter 272, Section 29 thru 31 of Massachusetts General Law.



INSTRUCTIONS FOR AN ENTERTAINMENT LICENSE

- 1. Only completed applications accompanied with the required fees will be accepted. The applicant will then be scheduled for a public hearing before the Select Board.
- 2. A COMPLETE application consists of the following:
 - a. A properly and completely filled out application form.
 - b. A site plan or diagram sketch of the property that includes the properties buildings, parking, and proposed site for entertainment.
 - c. Check (made out to the Town of Brewster) or cash in the correct amount.
 - d. If requesting Entertainment on Sundays, an additional check made out to the Department of Public Safety and a signed Commonwealth of Massachusetts License for Public Entertainment on Sunday.
- 3. The Town Administration office will advertise the public hearing at least two weeks prior to its date.
- 4. The Town Administration office will provide the applicant with an abutters map, list of addresses and approved letter that the applicant must mail to abutters at least two weeks prior to the public hearing date.

ENTERTAINMENT LICENSE FEES

One-Day Entertainment License Weekday License (Monday- Saturday) Sunday License* \$35 per event\$250 per year\$50 after 1:00pm\$100 prior to 1:00pm\$30 per device

Coin Operated Amusement

*Sunday Licenses are issued through the State, if applying for a Sunday license, the Town Administration office will provide you with the required application.

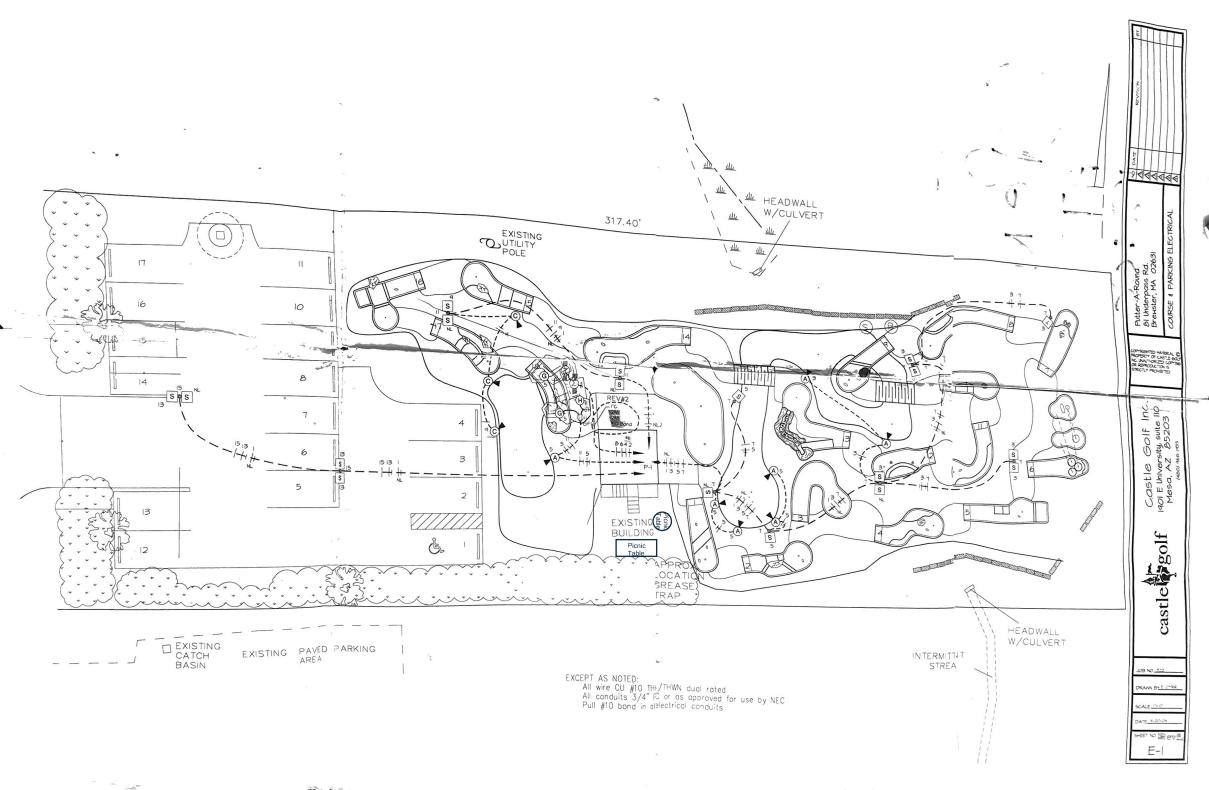
LOCAL LICENSING AUTHORITY- BREWSTER SELECT BOARD

Upon written application describing the proposed entertainment, the Select Board may grant, an entertainment license including reasonable terms and conditions. The Select Board may revoke, cancel, or suspend any license issued upon evidence that the terms and conditions of such license are being violated. No refund is possible after a license has been issued.

Any changes to the entertainment license that has been previously approved will require the owner/business to apply for a new Entertainment License through the Select Board.

State Fee, \$ Municipal Fee, \$ The Name of the Establishment is	THE COMMONWEALTH OF MASSACHUSETTS OF LICENSE For public entertainment on sunday						
The Licensee or Authorized represent	tative,						
accordance with chapter 136 of the G	eneral Laws, as amended, hereby request a license for the following program or entertain	nment:					
DATE TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment of	or public diversion					
Fees per occurrence (Individual Sunda)	Hon.						
Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00 This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about this place of amusement such members of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensee is used under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor or Board of Selectmen. This license shall be kept on the peratiment of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as							

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



Ad Preview

SEL/81 UNDERPASS RD. LEGAL NOTICE TOWN OF BREWSTER PUBLIC HEARING ENTERTAINMENT LICENSE

The Brewster Select Board will hold a public hearing to review a request for an annual entertainment license from Putt Putt Chicken Butt Inc., d/b/a Harbor Lights Mini Golf located at 81 Underpass Road, Brewster MA 02631. The hearing will be held on Monday, June 26 at 6:30pm. All interested parties are invited to attend.

This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. As a courtesy only, access to the hearing 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 hearing will not be suspended or terminated if technological problems interrupt the virtual broad-cast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest should make plans for inperson vs. virtual attendance accordingly.

Members of the public who wish to access the hearing remotely 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

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

ZoomWebinar: https://us02web.zoom.us/i/890 929105262 pwd=WHM2V3hrVkIhSTIoW WhVU09kanUzQT09 Passcode: 509224

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

AD#8923994 Cape Codder 6/16, 6/23/23

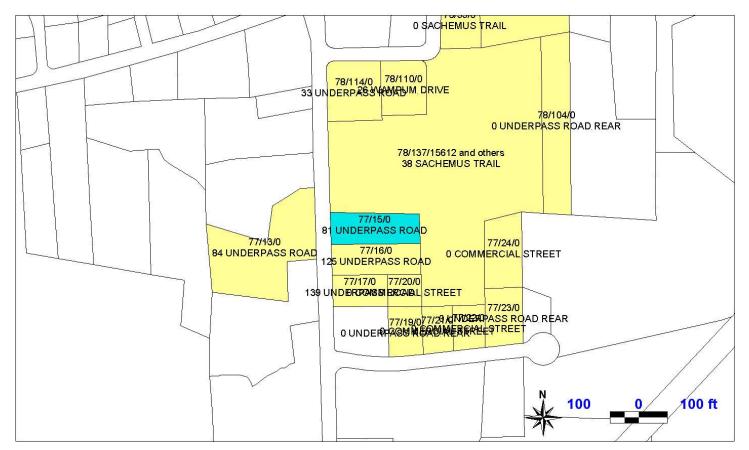
Certified by: James M. Gallagher, MAA

Deputy Assessor



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

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
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
15592	78-137-15592-R (-)	ALLEN KELLY	6 SACHEMUS TRAIL	6 SACHEMUS TRAIL	BREWSTER	MA	02631

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
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	СТ	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	СТ	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 & WEBBER VIRGINIA PERI	40 SACHEMUS TRAIL	513 W. BROAD STREET #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	СТ	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

77-13-0-R	77-16-0-R	77-17-0-R
MIAMI STUFF LLC PO BOX 128 SOUTH HARWICH, MA 02661	125 UNDERPASS ROAD LLC 157 SCUDDER BAY CIRCLE CENTERVILLE, MA 02632	HOOK AND HAMMER LLC PO BOX 2117 BREWSTER, MA 02631
77-19-0-R	77-20-0-R	77-21-0-R
MACGREGOR J BRUCE P O BOX 1959 BREWSTER, MA 02631	MACGREGOR J BRUCE P O BOX 1959 BREWSTER, MA 02631	MACGREGOR J BRUCE P O BOX 1959 BREWSTER, MA 02631
77-22-0-R	77-23-0-R	77-24-0-E
MACGREGOR J BRUCE P O BOX 1959 BREWSTER, MA 02631	MACGREGOR J BRUCE P O BOX 1959 BREWSTER, MA 02631	MILLER DAVID W & PAULA L P O BOX 1681 BREWSTER, MA 02631
78-97-0-R	78-99-0-R	78-104-0-R
GREGSON BENJAMIN P & NINA J 2500 MAIN STREET BREWSTER, MA 02631	JOHNSON ELISABETH REMY TRUSTE LOWL TRUST BOX 512 BREWSTER, MA 02631	REMY JANE M TRUSTEE JANE M REMY LIVING TRUST 175 A P NEWCOMB ROAD BREWSTER, MA 02631
78-110-0-R	78-114-0-R	78-137-15592-R
26 WAMPUM LLC 26 WAMPUM DRIVE BREWSTER, MA 02631	PARK AVE REALTY LLC 792 MASSACHUSETTS AVENUE UNIT #2 ARLINGTON, MA 02476	ALLEN KELLY 6 SACHEMUS TRAIL BREWSTER, MA 02631
78-137-15593-R	78-137-15594-R	78-137-15595-R
MUZY INGRID 5 SACHEMUS TRAIL BREWSTER, MA 02631	NGUYEN KAREN & MELANO BEETHOVEN 108 SACHEMUS TRAIL BREWSTER, MA 02631	DIAMOND HAROLD A & LAUREN M 23210 L'ERMITAGE CIRCLE BOCA RATON, FL 33433
78-137-15596-R	78-137-15597-R	78-137-15598-R
FOLEY RAYMOND J & DIANE K 32 ANGELA'S WAY BURLINGTON, CT 06013	WOLFE EMILY C 98 SACHEMUS TRAIL BREWSTER, MA 02631	WARREN MICHAEL & COLLEEN 1057 CHAPEL FORGE DRIVE LANCASTER, PA 17601
78-137-15599-R	78-137-15600-R	78-137-15601-R
KENNEY FRANCIS J & GALLAGHER JEANNE 90 SACHEMUS TRAIL BREWSTER, MA 02631	DANGELO JAMES M & MICHELE F TRUSTEE 78 SACHEMUS TRAIL REALTY TRUST 78 SACHEMUS TRAIL BREWSTER, MA 02631	QUEENIN CHRISTOPHER TRUSTEE JANET A QUEENIN IRREVOCABLE TRUST 4 MARKHAM TERRACE WOBURN, MA 01801
78-137-15602-R	78-137-15603-R	78-137-15604-R
BOZZA MELANIE 70 SACHEMUS TRAIL BREWSTER, MA 02631	BONAVOLANTE LORI A & SAGUE ALLAN T 66 SACHEMUS TRAIL BREWSTER, MA 02631	INNIS REBECCA & INNIS REUBEN L & KATHERINE P 118 RIVERWAY #20 BOSTON, MA 02215
78-137-15605-R	78-137-15606-R	78-137-15607-R
MENARD MIA L	VERKERK GERARD C & GIJSBERTJE FB	MUCCI JOHN D & VICKI L TRUSTEES JOHN D MUCCI 2012 TRUST

MENARD MIA L 60 SACHEMUS TRAIL BREWSTER, MA 02631 VERKERK GERARD C & GIJSBERTJE FB 58 SACHEMUS TRAIL BREWSTER, MA 02631 MUCCI JOHN D & VICKI L TRUSTEES JOHN D MUCCI 2012 TRUST 54 SACHEMUS TRAIL BREWSTER, MA 02631

78-137-15608-R	78-137-15609-R	78-137-15610-R
DLUGI JANICE F TRUSTEE THE JANICE F DLUGI LIVING TRUST 52 SACHEMUS TRAIL BREWSTER, MA 02631	LOCKWOOD JOHN P & CHRISTINE M 164 MEADOWS END ROAD MONROE, CT 06488	KEYES TYLER E 44 SACHEMUS TRAIL BREWSTER, MA 02631
78-137-15611-R WEBBER CHARLES MARTIN & WEBBER VIRGINIA PERI 513 W. BROAD STREET #404 FALLS CHURCH, VA 22046	78-137-15612-R ICE MICHAEL & ICE SUZIE 9 WANDERING MEADOWS LANE WILBRAHAM, MA 01095	78-137-15613-R MCLAUGHLIN MARJORIE 34 SACHEMUS TRAIL BREWSTER, MA 02631
78-137-15614-R	78-137-15615-R	78-137-15616-R
DUCHARME EDWARD R & MARY K 32 SACHEMUS TRAIL BREWSTER, MA 02631	DIOGUARDI RALPH M & TRACY A 20 BEECHWOOD COURT CHESHIRE, CT 06410	DRISCOLL MOLLY M 55 SACHEMUS TRAIL BREWSTER, MA 02631
78-137-15617-R	78-137-15618-R	78-137-15619-R
MACDONALD LAURA MARIE TRUSTEE LAURA MARIE MACDONALD LIVING TRUST 671 SHERMAN STREET CANTON, MA 02021	HOTARD JOHN & BYRD MARILYN 85 SACHEMUS TRAIL BREWSTER, MA 02631	SAYER EDWARD J & REILLY AMANDA J CO-TRUSTEES 57 SACHEMUS TRAIL BREWSTER, MA 02631

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

TO: The abutters of 81 Underpass Road, Brewster MA 02631

To Whom It May Concern.

Please note that Putt Putt Chicken Butt, Inc., d/b/a Harbor Lights Mini Golf, has filed an application for an Annual Entertainment License with the Select Board. Below is the legal advertisement that will run in the June 16 and June 23, 2023, edition of the Cape Codder and online.

TOWN OF BREWSTER PUBLIC HEARING ENTERTAINMENT LICENSE

The Brewster Select Board will hold a public hearing to review a request for an annual entertainment license from Putt Putt Chicken Butt Inc., d/b/a Harbor Lights Mini Golf located at 81 Underpass Road, Brewster MA 02631. The hearing will be held on Monday, June 26 at 6:30pm. All interested parties are invited to attend.

This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. As a courtesy only, access to the hearing 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 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 should make plans for in-person vs. virtual attendance accordingly.

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

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 890 9291 0526 Passcode: 509224 To request to speak: Press *9 and wait to be recognized.

ZoomWebinar:

https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09 Passcode: 509224

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







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 Fees: \$50

APPLICATION FOR COMMON VICTUALLER 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 <u>licenses@brewster-ma.gov</u>

Section 1: Applicant Information

Applicant's Name:

Amy McCaffery

Applicant's Address:

PO Box 41 S. Wellfleet, MA 02663

Telephone # and Email Address:

Section 2: Business Information

Name of Establishment: Putt Putt Chicken Butt, Inc.	. DBA Harbor Lights Mini Golf
Address of Business:	
81 Underpass Rd Brewste	er, MA 02631
Name of Business Manager and Phone #:	
Hours of Operation 10 am - 10 pm	Seating Capacity: 10 people (2 picnic tables)
Description of Business and Purpose:	
Seasonal Miniature Golf & Ice Cream Shop	

Please note that the premises must be inspected by the Building Department, Health Department and Fire Department before the Select Board will review the application. All municipal taxes must be paid prior to the license approval.

Please submit the following with your application:

- Copy of lease or deed
- Copy of floor plan
- Copy of Menu
- Copy of Business Structure Documents (Articles of Organization, LLC Agreement, Partnership Agreement, Business Certificate)

6/13/2023

McCaffing **Applicant Signature:** Date:

Lease

Lease, dated as of this 23rd day of June, 2023, by and between **BUSHWOOD MG LLC**, a Massachusetts limited liability company, with a business address of 81 Underpass Road, Brewster, MA 02631hereinafter referred to as "Landlord", and **PUTT AROUND**, LLC, a Massachusetts limited liability company, and **PUTT PUTT CHICKEN BUTT**, INC., a Massachusetts corporation, each having an address of P.O. Box 41, South Wellfleet, MA 02663, collectively hereinafter referred to as "Tenant".

WITNESSETH:

- 1. <u>PREMISES</u>. 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, together with the assets of the business known as "Harbor Lights Mini Golf", including but not limited to the furnishings, fixtures, equipment, goodwill, telephone numbers and all other intangibles, including the website and the right to the use of the name, all collectively referred to herein as the "Demised Premises".
- 2. <u>TENANT'S ACCEPTANCE OF PROPERTY</u>. 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. <u>TERM</u>. The term of this Lease shall commence as of the date hereof and end on July 14, 2023, both dates inclusive, unless sooner terminated as herein provided. It is the intention of the parties that this Lease shall terminate at such time as Tenant purchases the Demised Premises in accordance with the provision of the Purchase and Sale Agreement dated as of May 30, 2023 entered into between Landlord, as seller, and Amy G. McCaffery and Matthew C. Gschwend (or their nominee), as purchaser, which transaction shall close as on July 14, 2023 or such earlier date as Tenant's lender is ready to close. In the event the closing is further delayed and does not occur on or before July 14, 2023, the lease shall be extended by the parties as necessary, and in no event shall this lease exceed September 11, 2023.
- 4. <u>RENT</u>. During the term, the Tenant covenants and agrees to pay as rent, all operating costs and expenses relating to the operation of the business arising on or after the date hereof. Except as set forth herein, Tenant assumes none of Landlord's liabilities, including without limitation, and any all liabilities that arise prior to the date hereof. In the event the closing is further delayed and does not occur on or before July 14, 2023, the lease shall be extended by the parties as necessary, and Tenant shall pay in addition to the expenses recited above, additional rent in the amount of \$2,500.00 per week to the

Landlord, until the sale is consummated, or the conclusion of the lease occurs on September 11, 2023.

- 5. <u>UTILITIES</u>. 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. Payment shall be made within 7 days of notice from Landlord of expense due. 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.
- 6. <u>USE OF DEMISED PREMISES</u>. The Tenant shall use the Demised Premises for the operation of a mini golf course as historically operated.
- 7. <u>COMPLIANCE WITH LAWS</u>. 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 occupance or license affecting the Demised Premises.
- 8. <u>FIRE INSURANCE</u>. 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. During the period of this tenancy, the Tenant shall obtain business liability insurance, or cause to have this business added to an existing policy, with a minimum of \$1,000,000 in coverage prior to the commencement of this lease.

9. <u>MAINTENANCE OF PREMISES</u>.

- (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. <u>ALTERATIONS, ADDITIONS.</u> 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 occupance as provided herein.
- 11. <u>ASSIGNMENT-SUBLEASING</u>. 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. <u>SUBORDINATION</u>. 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. <u>LANDLORD'S ACCESS</u>. 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.
- INDEMNIFICATION AND LIABILITY. The Tenant agrees to save Landlord against any 14. 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.

15. <u>FIRE, CASUALTY, EMINENT DOMAIN</u>. 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.

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 ten (10) 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. <u>SUCCESSORS AND ASSIGNS</u>. 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.

- WAIVERS. Failure of either party to complain of any act or omission on the part of the 18. 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 low or in equity, in its own name or in the name of the other party, against the person violating said restriction.
- 19. <u>DISPUTES</u>. 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. <u>QUIET ENJOYMENT</u>. 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. <u>NOTICES</u>. 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 204 Main Street, South Dennis, MA 02660 ______, 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 P.O. Box 41, South Wellfleet, MA 20663, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.
- 22. <u>SEVERABILITY</u>. 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. <u>GOVERNING LAW</u>. This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.
- 24. <u>ADDITIONAL INSTRUMENTS</u>. 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. <u>SURRENDER</u>. 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:

BUSHWOOD MG LLC

Justin Guy Casey, Jr. 06/23/23

Justin Guy Casey Jr., Manager

Tenant:

PUTT AROUND, LLC

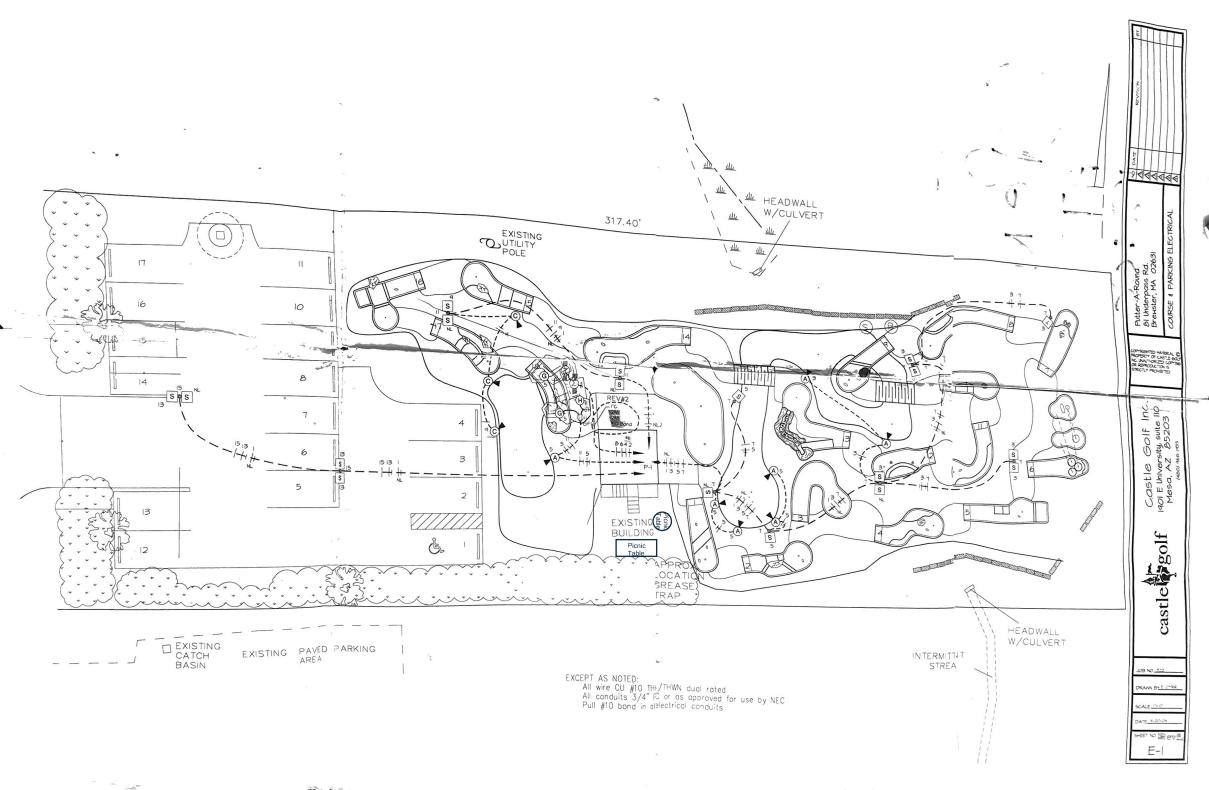
Matthew Gachwend Matthew C. Gochwend, Manager

Amy McCaffery Amy G. McCaffery, Manager

PUTT PUTT CHICKEN BUTT, INC.

Amy McCaffery Amy G. McCaffery, President

Matthew Gschwend Matthew C. Gschwend, Treasurer



Toppings

s (.25)
(1.)
(1.)
(1.)
(1.)
(.50)

Gifford's Ice Cream

1 Scoop-\$3.75 2 Scoop-\$5.00 3 Scoop-\$6.25

> Shakes, Floats 6.75 Sundaes-\$5.25/\$6.50

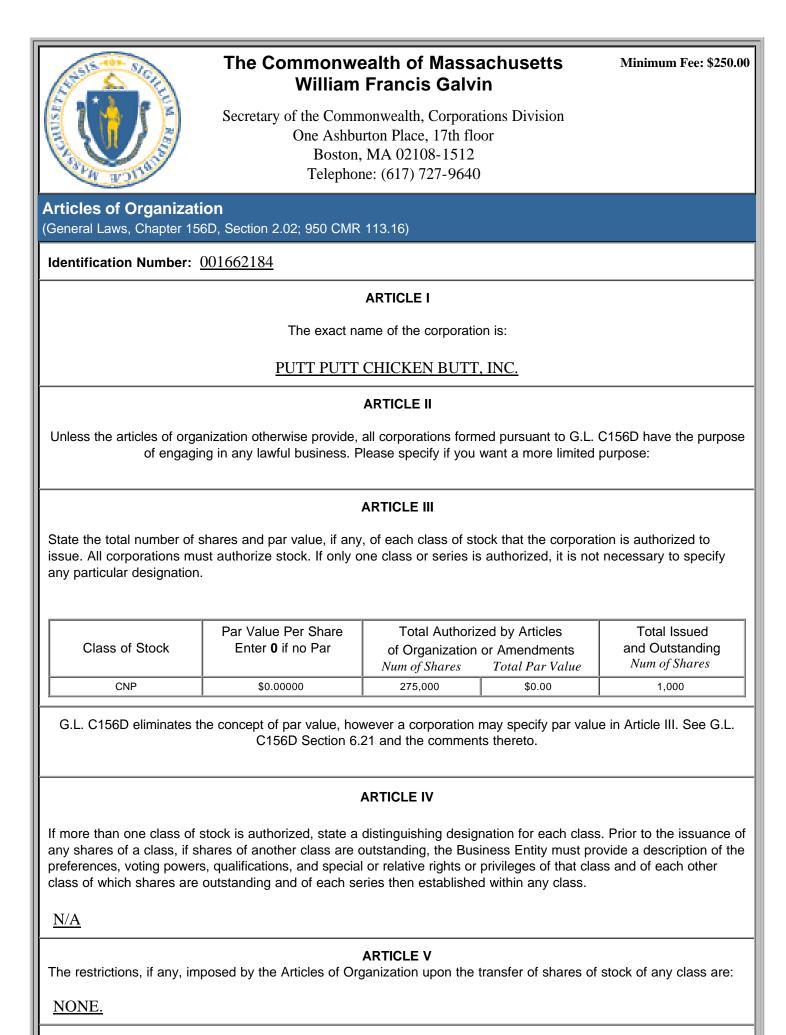
Cones

Ice cream flavors

French Vanilla Worlds Best Chocolate Strawberry Campfire S'mores Coffee Chocolate Chip Mint Chocolate Chip Peanut Butter Pie Cookie Dough Maine Blueberry Black Rasp. Chip Fro Yo Cookies & Cream

Drinks

Lemon, Lime, Raspberry Lime Seltzer 7-UP A+W Root Beer Sunkist Coke or Diet Coke 1.95 Flow Spring Water 2.95 Country Time lemonade 1.95 Energy Drinks 3.95



ARTICLE VI

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 O R MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. 2. PERSONA L LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIA BILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FID UCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING S UCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LI ABILITY 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 F AITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LA W, (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GEN ERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRE CTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 3. SHAREHOLDER VOTE REQUIRED TO A PPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORIT Y OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SU FFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GE NERAL LAWS OF MASSACHUSETTS. 4. SHAREHOLDER ACTION WITHOUT A MEETING BY LE SS 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 MI NIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH A LL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. 5. AU THORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRE CTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WIT H RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION I N CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANI ZATION 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'KE	EFE		
No. and Street:	8 CARDINAL LAN	NE		
City or Town:	<u>ORLEANS</u>	State: <u>MA</u>	Zip: <u>02653</u>	Country: <u>USA</u>

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the

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

Title	Individual Name	e Address (no PO Box)
	First, Middle, Last, Suf	fix Address, City or Town, State, Zip Code
PRESIDENT	AMY G. MCCAFFERY	81 UNDERPASS ROAD BREWSTER, MA 02631 USA
TREASURER	MATTHEW C. GSCHWEI	ND 81 UNDERPASS ROAD BREWSTER, MA 02631 USA
SECRETARY	MATTHEW C. GSCHWEI	ND 81 UNDERPASS ROAD BREWSTER, MA 02631 USA
DIRECTOR	AMY G. MCCAFFERY	, 81 UNDERPASS ROAD BREWSTER, MA 02631 USA
DIRECTOR	MATTHEW C. GSCHWEI	ND 81 UNDERPASS ROAD BREWSTER, MA 02631 USA
December e. A brief description	of the type of business in which th	ne corporation intends to engage:
		e corporation intends to engage:
MINI GOLF COURS	E AND ICE CREAM	
f. The street address	post office boxes are not acceptabl	le) of the principal office of the corporation:
No. and Street:	81 UNDERPASS ROAD	
City or Town:	BREWSTER State: M	<u>A</u> Zip: <u>02631</u> Country: <u>USA</u>
	ere the records of the corporation oxes are not acceptable):	required to be kept in the Commonwealth are
No. and Street:	81 UNDERPASS ROAD	
City or Town:	BREWSTER S	State: <u>MA</u> Zip: <u>02631</u> Country: <u>USA</u>
which is		
X its principal office an office of its see	cretary/assistant secretary	an office of its transfer agent its registered office
acting as incorporate it was incorporated,	pr, type in the exact name of the b	e incorporator(s). (If an existing corporation is usiness entity, the state or other jurisdiction where behalf of said business entity and the title he/she)

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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

Heterian Frainfalies

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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		Boston, MA 02108		
ALL WILL		Telephone: (617) 72		
ertificate of Orga	inization			
General Laws, Chapter	·)			
dentification Numbe	er: <u>001662170</u>			
. The exact name o	f the limited liability	company is: <u>PUT</u>	T AROUND, LLC	
a. Location of its pr	•			
No. and Street:	81 UNDERPAS		7. 02/21	
City or Town:	BREWSTER	State: <u>MA</u>	Zip: <u>02631</u>	Country: <u>USA</u>
b. Street address o	f the office in the Cor	mmonwealth at wh	ich the records will	be maintained:
No. and Street:	81 UNDERPAS	<u>s road</u>		
City or Town:	BREWSTER	State: MA	Zip: <u>02631</u>	Country: <u>USA</u>
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Title

Individual Name

Address (no PO Box)

First, Middle, Last, Suffix

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	Address (no PO Box)
	First, Middle, Last, Suffix	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, <u>MATTHEW G. GSCHWEND</u>

(The certificate must be signed by the person forming the LLC.)

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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

Heterian Frainfalies

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Request for Transfer from the Special Education Stabilization Fund

Date June 26th, 2023

To: Brewster Select Board & Nauset School Committee

From: NRSD Administration

A request is hereby made for the following transfer from the Special Education Stabilization Fund in accordance with Chapter 40, Section 13E, of the Massachusetts General Laws:

Amount Requested: \$67,512.00

To be transferred to: Brewster Elementary Schools FY23 Operating Budgets

Current balances in said appropriation: \$103,062.21

The amount requested will be used for (give specific purpose): Offset unbudgeted increase in special education costs.

Action of the Brewster Select Board & Nauset School Committee

Date of meeting: _____ Committee Members Present and Voting _____

• O Transfer approved in the amount of \$_____

O Transfer disapproved.

BREWSTER ELEMENTARY SCHOOLS SPECIAL EDUCATION STABILIZATION FUNDS REQUIRED FY23 20-Jun-23

Amount Needed From Special Education Stabilization Fund	(67,512)
Substitute Expenses Projected Through June 22, 2023	(16,888)
Stony Brook School Budget Balance June 20, 2023	21,307
Eddy Elementary School Budget Balance June 20, 2023	(71,931)

TOWN OF BREWSTER ANNUAL TOWN MEETING-MAY 14, 2022

DEPARTMENT	EXPENDED <u>FY2021</u>	APPROPRIATED <u>FY2022</u>	REQUESTED <u>FY2023</u>
CAPE COD TECH ASSESSMENT	<u>562,646</u>	<u>825,363</u>	<u>1,115,633</u>
DEBT ASSESSMENT	<u>294,741</u>	<u>409,710</u>	<u>549,461</u>
TOTAL ASSESSMENT	<u>857,387</u>	<u>1,235,073</u>	<u>1,665,094</u>

or to take any other action relative thereto.

(Cape Cod Technical School Committee)

(Majority Vote Required)

<u>Cape Cod Reg'l Techn'l School Committee Member Carol Forgione</u>: I move to approve Article No. 1 as printed in the warrant and as funding therefor to raise and appropriate the sum of \$1,665,094.

ACTION: Adopted Unanimously. Voter Cards.

10:18am ELEMENTARY SCHOOLS OPERATING BUDGET

<u>ARTICLE NO. 2</u>: To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray the Elementary Schools' charges and expenses, for the Fiscal Year ending June 30, 2023, as follows:

DEPARTMENT	EXPENDED <u>FY2021</u>	APPROPRIATED <u>FY2022</u>	REQUESTED <u>FY2023</u>
ELEMENTARY SCHOOL BUDGET	<u>7,968,866</u>	<u>7,951,488</u>	<u>8,148,973</u>
SCHOOL FRINGE BENEFITS	<u>1,974,982</u>	<u>2,131,313</u>	<u>2,342,589</u>
TOTAL ASSESSMENT:	<u>9,943,848</u>	<u>10,082,801</u>	<u>10,491,562</u>

or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

<u>Brewster Elementary School Chair David Telman</u>: I move to approve Article No. 2 as printed in the warrant and as funding therefor to raise & appropriate the sum of \$10,491,562.

<u>ACTION</u>: Adopted by a majority. Voter Cards.

11:02am SPECIAL EDUCATION STABILIZATION FUND

ARTICLE NO. 3: To see if the Town will vote to create a Special Education Stabilization Fund, consistent with Section 24 of Chapter 218 of the Acts of 2016, for unanticipated or unbudgeted costs of special education, out of district tuition, and related transportation expenses at the Brewster Elementary Schools, or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

<u>Brewster Elementary School Chair David Telman</u>: I move to approve Article No. 3 as printed in the warrant.

<u>ACTION</u>: Adopted Unanimously. Voter Cards.

02 - Elem	entary Schools		Budget					
05 - Stony	y Brook Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
5082	Salary School Committe Admin Assistant	500.00		500.00	654.40		-154.40	-30.88 %
5108	Contracted Service Professional							
5083	School Committee Other Expenses	800.00		800.00	1,735.00		-935.00	-116.87 %
Total	: 1110 - School Committee	1,300.00		1,300.00	2,389.40		-1,089.40	-83.80 %
5086	Salaries Central Office	164,277.00		164,277.00	157,009.24	7,267.76		0.00 %
5085	Other Central Office Expense	17,454.00		17,454.00	15,350.47	2,103.53		0.00 %
Total	: 1210 - Superintendent	181,731.00		181,731.00	172,359.71	9,371.29		0.00 %
5107	Contracted Service Legal	5,000.00		5,000.00	84.00		4,916.00	98.32 %
Total	: 1430 - Legal Svc Sch Comm	5,000.00		5,000.00	84.00		4,916.00	98.32 %
5111	Cont Svc Curriculum Director							
Tota	: 2110 - Curriculum Directors							
5012	Salaries Insruct Coordinators	13,095.00		13,095.00	12,136.00		959.00	7.32 %
Total	: 2120 - Dept Heads (non-supervisory)	13,095.00		13,095.00	12,136.00		959.00	7.32 %
5114	Technology Leadership Salary							
Total	: 2130 - Instl Tech Leadership and							
5001	Salaries Principals	126,011.00		126,011.00	131,803.50	10,544.40	-16,336.90	-12.96 %
5002	Salaries Admin Assistant	123,551.00		123,551.00	104,673.24	26,221.62	-7,343.86	-5.94 %
5003	Substitutes Admin Assistant							
5004	Contracted Svcs Office Equipment	2,500.00		2,500.00	9,795.01	801.28	-8,096.29	-323.85 %
5074	Supplies General Office	1,000.00		1,000.00	1,070.17		-70.17	-7.01 %
5006	Other Principal Expense	1,000.00		1,000.00	1,466.85		-466.85	-46.68 %
5099	Professional Development Principal							
Tota	: 2210 - Building Leadership	254,062.00		254,062.00	248,808.77	37,567.30	-32,314.07	-12.71 %
5007	Contracted Svcs Non-Instr Technolog	26,103.00		26,103.00	18,917.15	212.91	6,972.94	26.71 %
5008	Supplies Non-Instr Technology	250.00		250.00	118.83		131.17	52.46 %
5009	Hardware Non-Instr Technology				1,027.00		-1,027.00	-100.00 %
Total	: 2250 - Admin Tech/Support Schools	26,353.00		26,353.00	20,062.98	212.91	6,077.11	23.06 %
5010	Salaries Teachers	1,654,058.00		1,654,058.00	1,236,952.64	369,749.60	47,355.76	2.86 %

5200 Reserve For Negotiations

02 - Elem	entary Schools		Budget					
05 - Stony	y Brook Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem.
5056	SE Salaries Teachers	290,295.00		290,295.00	200,390.60	60,508.98	29,395.42	10.12 %
5078	SE Tutor Salaries							
Total	l: 2305 - Classroom Teachers	1,944,353.00		1,944,353.00	1,437,343.24	430,258.58	76,751.18	3.94 %
5057	SE Salaries Medical/Therapy	51,637.00		51,637.00	29,791.50	9,145.57	12,699.93	24.59 %
5079	SE Contracted Svcs Medical/Therapy	47,136.00		47,136.00	69,775.54	224.74	-22,864.28	-48.50 %
Total	l: 2320 - Medical Therapeutic	98,773.00		98,773.00	99,567.04	9,370.31	-10,164.35	-10.29 %
5014	Substitutes Long Term	45,000.00		45,000.00	35,481.32	1,004.45	8,514.23	18.92 %
5059	SE Substitutes Long Term				29,221.27	3,871.36	-33,092.63	-100.00 %
Total	l: 2324 - Long Term Substitutes	45,000.00		45,000.00	64,702.59	4,875.81	-24,578.40	-54.61 %
5013	Substitute Teachers	20,000.00		20,000.00	21,717.50		-1,717.50	-8.58 %
5016	Substitutes Ed Assistants	4,500.00		4,500.00	1,640.25	859.75	2,000.00	44.44 %
5058	SE Substitute Teachers	2,000.00		2,000.00	127.50	255.00	1,617.50	80.87 %
5061	SE Substitutes Ed Assistants	3,500.00		3,500.00	1,451.25	432.00	1,616.75	46.19 %
Total	l: 2325 - Substitutes	30,000.00		30,000.00	24,936.50	1,546.75	3,516.75	11.72 %
5015	Salaries Ed Assistants	255,613.00		255,613.00	175,687.59	28,330.32	51,595.09	20.18 %
5080	Tutor Salaries				614.46		-614.46	-100.00 %
5017	Contracted Svcs Instructional							
5081	Contr Svcs ELL Teacher							
5060	SE Salaries Ed Assistant	382,423.00		382,423.00	335,078.59	90,816.90	-43,472.49	-11.36 %
Total	l: 2330 - Para & Inst Assistant	638,036.00		638,036.00	511,380.64	119,147.22	7,508.14	1.17 %
5104	Librarians Salary							
Total	l: 2340 - Librarians							
5011	Stipends Mentor	1,800.00		1,800.00	1,802.81		-2.81	-0.15 %
5075	Stipends Teachers Prof. Development	1,000.00		1,000.00	93.99		906.01	90.60 %
Total	l: 2354 - Prof Devel Inst'l Coaching	2,800.00		2,800.00	1,896.80		903.20	32.25 %
5018	Substitutes Professional Developmen							
Total	l: 2355 - Prof Dev Subs							
5020	Other Professional Development	15,000.00		15,000.00	4,303.76	3,260.00	7,436.24	49.57 %
Total	l: 2356 - Prof Devel Expense	15,000.00		15,000.00	4,303.76	3,260.00	7,436.24	49.57 %

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02 - Elem	entary Schools		Budget					
05 - Stony	y Brook Elementary -		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
5019	Contracted Svcs Professional Develo	2,000.00		2,000.00	2,000.00			0.00 %
5062	SE Contracted Svcs Prof Development	740.00		740.00			740.00	100.00 %
Total	l: 2358 - Prof Devel Outside Providers	2,740.00		2,740.00	2,000.00		740.00	27.00 %
5021	Textbooks	17,500.00		17,500.00	673.70		16,826.30	96.15 %
5063	SE Textbooks	500.00		500.00	358.95		141.05	28.21 %
Total	l: 2410 - Textbooks	18,000.00		18,000.00	1,032.65		16,967.35	94.26 %
5022	Other Instructional Material Library	25,000.00		25,000.00	20,351.65	3,640.00	1,008.35	4.03 %
5064	SE Other Instructional Material Library	3,430.00		3,430.00	2,979.75		450.25	13.12 %
Total	l: 2415 - Instructional Materials	28,430.00		28,430.00	23,331.40	3,640.00	1,458.60	5.13 %
5023	Instructional Equipment	6,000.00		6,000.00	532.08		5,467.92	91.13 %
Total	l: 2420 - Instructional Equipment	6,000.00		6,000.00	532.08		5,467.92	91.13 %
5024	Supplies General	15,000.00		15,000.00	6,691.84	211.14	8,097.02	53.98 %
5065	SE Supplies General	400.00		400.00	48.00		352.00	88.00 %
Total	l: 2430 - Instructional Supplies	15,400.00		15,400.00	6,739.84	211.14	8,449.02	54.86 %
5025	Contracted Svcs Instructional							
5103	ELL Travel							
5066	SE Other Instructional Service							
Total	l: 2440 - Instructional Services							
5026	Contracted Svcs Classroom Devices	23,755.00		23,755.00	28,824.94		-5,069.94	-21.34 %
5027	Supplies Classroom Devices	1,500.00		1,500.00	1,499.78		0.22	0.01 %
5067	SE Contracted Svcs Classroom Devices							
5068	SE Supplies Classroom Devices	250.00		250.00	24.97		225.03	90.01 %
Total	l: 2451 - Instl Hdwr Student/Staff Devi	25,505.00		25,505.00	30,349.69		-4,844.69	-18.99 %
5029	Library/Media Other Instr Hardware				266.25		-266.25	-100.00 %
5028	Other Instructional Hardware	14,707.00		14,707.00			14,707.00	100.00 %
5069	SE Other Instructional Hardware							
Total	l: 2453 - Other Instr Hardware	14,707.00		14,707.00	266.25		14,440.75	98.18 %
5030	Instructional Software							
5070	SE Instructional Software							

02 - Elem	nentary Schools		Budget					
05 - Stony	y Brook Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
Tota	l: 2455 - Instructional Software and							
5031	Salaries Guidance & Counselors	41,408.00		41,408.00	51,399.00	15,419.83	-25,410.83	-61.36 %
5071	SE Salaries Guidance	52,728.00		52,728.00	80,472.80	24,141.70	-51,886.50	-98.40 %
5073	SE Guidance Travel							
Tota	l: 2710 - Guid & Adjust Counsl	94,136.00		94,136.00	131,871.80	39,561.53	-77,297.33	-82.11 %
5032	Contracted Svcs Testing							
5033	Testing Materials	750.00		750.00	668.70		81.30	10.84 %
5084	SE Contracted Services Testing				1,350.00		-1,350.00	-100.00 %
5072	SE Testing Materials	500.00		500.00	693.21		-193.21	-38.64 %
Tota	l: 2720 - Testing & Assessment	1,250.00		1,250.00	2,711.91		-1,461.91	-116.95 %
5105	SE Contr Svcs Phsycological	12,500.00		12,500.00	2,343.75		10,156.25	81.25 %
Tota	l: 2800 - Psychological Svcs	12,500.00		12,500.00	2,343.75		10,156.25	81.25 %
5034	Salaries Nurse	62,081.00		62,081.00	67,970.80	20,391.20	-26,281.00	-42.33 %
5035	Substitute Nurse	750.00		750.00		750.00		0.00 %
5036	Contracted Svcs School Physician							
5037	Supplies Medical	600.00		600.00	73.13		526.87	87.81 %
5038	Other Medical Expenses	200.00		200.00	79.00		121.00	60.50 %
Tota	l: 3200 - Medical/Health Svcs	63,631.00		63,631.00	68,122.93	21,141.20	-25,633.13	-40.28 %
5088	Regular Day Transportation	122,231.00		122,231.00	130,265.00	271.26	-8,305.26	-6.79 %
5096	Transportation Fuel Escalation Charges							
5102	Transportation - McKinney Vento				33,550.37	6,100.00	-39,650.37	-100.00 %
5089	SE Transportation							
5090	SE Summer School Transportation							
5091	SE Preschool Transportation	80,491.00		80,491.00	82,257.50		-1,766.50	-2.19 %
5092	SE Out Of District Transportation							
Tota	l: 3300 - Transportation Svcs	202,722.00		202,722.00	246,072.87	6,371.26	-49,722.13	-24.52 %
5077	Salaries Cafeteria	14,653.00		14,653.00			14,653.00	100.00 %
5098	Cafeteria Other							
Tota	l: 3400 - Food Services	14,653.00		14,653.00			14,653.00	100.00 %

02 - Elem	entary Schools		Budget					
05 - Stony	y Brook Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
5040	Other Student Activity Expense				524.50		-524.50	-100.00 %
Total	l: 3520 - Other Student Activities				524.50		-524.50	-100.00 %
5041	Salaries Custodial	121,786.00		121,786.00	115,118.61	6,752.29	-84.90	-0.06 %
5042	Substitute Custodial	600.00		600.00	270.50		329.50	54.91 %
5043	Overtime Custodial	1,000.00		1,000.00	902.34		97.66	9.76 %
5044	Contracted Svcs Custodial	6,000.00		6,000.00	11,938.39	904.58	-6,842.97	-114.04 %
5045	Supplies Custodial	14,799.00		14,799.00	11,952.06	1,206.04	1,640.90	11.08 %
5046	Other Custodial Expense	975.00		975.00	433.60		541.40	55.52 %
Total	l: 4110 - Custodial Services	145,160.00		145,160.00	140,615.50	8,862.91	-4,318.41	-2.97 %
5053	Fuel Oil	97,765.00		97,765.00	68,808.05		28,956.95	29.61 %
Total	l: 4120 - Heating of Buildings	97,765.00		97,765.00	68,808.05		28,956.95	29.61 %
5054	Electricity	57,000.00		57,000.00	37,469.09	6,630.91	12,900.00	22.63 %
5055	Telephone	2,582.00		2,582.00	3,173.67	552.77	-1,144.44	-44.32 %
Total	l: 4130 - Utilities Services	59,582.00		59,582.00	40,642.76	7,183.68	11,755.56	19.73 %
5047	Contracted Svcs Grounds	2,000.00		2,000.00	678.50		1,321.50	66.07 %
Total	l: 4210 - Maint of Grounds	2,000.00		2,000.00	678.50		1,321.50	66.07 %
5048	Contracted Svcs Building	17,500.00		17,500.00	29,975.24	247.50	-12,722.74	-72.70 %
Total	l: 4220 - Maint of Buildings	17,500.00		17,500.00	29,975.24	247.50	-12,722.74	-72.70 %
5050	Contracted Svcs Security	3,500.00		3,500.00	1,326.49		2,173.51	62.10 %
Total	l: 4225 - Bldg Security System	3,500.00		3,500.00	1,326.49		2,173.51	62.10 %
5049	Contracted Svcs Equipment	12,000.00		12,000.00	16,557.10		-4,557.10	-37.97 %
Total	l: 4230 - Maint of Equipment	12,000.00		12,000.00	16,557.10		-4,557.10	-37.97 %
5051	Contracted Svcs Extraordinary Mncte	2,500.00		2,500.00	9,126.97		-6,626.97	-265.07 %
Total	l: 4300 - Extraordinary Maint	2,500.00		2,500.00	9,126.97		-6,626.97	-265.07 %
5106	Cont Svc Tech Maint & Support							
Total	l: 4450 - Tech Infrastructure Maint &							
5109	Replacement of Equipment				1,141.35	9,487.80	-10,629.15	-100.00 %
Total	l: 7400 - Replacement of Equip				1,141.35	9,487.80	-10,629.15	-100.00 %
5097	SE Out of District Tuition				15,125.40		-15,125.40	-100.00 %

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02 - Elem	entary Schools		Budget					
05 - Stony	y Brook Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem.
5087	SE Preschool Tuittion	217,345.00		217,345.00	116,691.83		100,653.17	46.31 %
5110	SE Tuition Other Districts				25,444.12		-25,444.12	-100.00 %
5093	SE Extended School Year Tuition	14,574.00		14,574.00	14,574.00			0.00 %
Total	: 9100 - Prog w/Other Systems	231,919.00		231,919.00	171,835.35		60,083.65	25.90 %
5094	SE Collaborative Assessment	225.00		225.00	225.00			0.00 %
5095	SE Tuition Collaborative							
Total	: 9400 - Tuition, Collaborative	225.00		225.00	225.00			0.00 %
Total	: 05 - Stony Brook Elementary	4,327,328.00		4,327,328.00	3,596,803.41	712,317.19	18,207.40	0.42 %

02 - Elen	nentary Schools		Budget					
07 - Eddy	y Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
7082	Salary School Committee Admin Assistant	593.00		593.00	513.44		79.56	13.41 %
7083	School Committee Other Expenses	850.00		850.00			850.00	100.00 %
Tota	l: 1110 - School Committee	1,443.00		1,443.00	513.44		929.56	64.41 %
7086	Salaries Central Office	164,277.00		164,277.00	157,009.24	7,267.76		0.00 %
7085	Other Central Office Expense	17,454.00		17,454.00	15,350.47	2,103.53		0.00 %
Tota	l: 1210 - Superintendent	181,731.00		181,731.00	172,359.71	9,371.29		0.00 %
7105	Advertising							
Tota	l: 1420 - Human Resources							
7107	Contracted Services Legal				2,079.00		-2,079.00	-100.00 %
Tota	ıl: 1430 - Legal Svc Sch Comm				2,079.00		-2,079.00	-100.00 %
7111	Cont Svc Curriculum Director							
Tota	ll: 2110 - Curriculum Directors							
7012	Salaries Insruct Coordinators	11,500.00		11,500.00	12,136.00		-636.00	-5.53 %
Tota	ll: 2120 - Dept Heads (non-supervisory)	11,500.00		11,500.00	12,136.00		-636.00	-5.53 %
7001	Salaries Principals	126,011.00		126,011.00	123,148.25	9,851.75	-6,989.00	-5.54 %
7002	Salaries Admin Assistant	110,662.00		110,662.00	91,468.06	13,037.16	6,156.78	5.56 %
7003	Substitutes Admin Assistant				128.00		-128.00	-100.00 %
7004	Contracted Svcs Office Equipment	1,800.00		1,800.00	3,371.22	178.16	-1,749.38	-97.18 %
7074	Supplies General Office	800.00		800.00	4,930.23		-4,130.23	-516.27 %
7006	Other Principal Expense	1,000.00		1,000.00	3,258.59	1,131.75	-3,390.34	-339.03 %
Tota	ll: 2210 - Building Leadership	240,273.00		240,273.00	226,304.35	24,198.82	-10,230.17	-4.25 %
7007	Contracted Svcs Non-Instr Technolog	26,013.00		26,013.00	18,557.87	350.00	7,105.13	27.31 %
7008	Supplies Non-Instr Technology							
7009	Hardware Non-Instr Technology				1,027.00		-1,027.00	-100.00 %
Tota	l: 2250 - Admin Tech/Support Schools	26,013.00		26,013.00	19,584.87	350.00	6,078.13	23.36 %
7010	Salaries Teachers	1,603,677.00		1,603,677.00	1,276,924.05	348,489.35	-21,736.40	-1.35 %
7079	Tutor Salaries							
7200	Reserve For Negotiations							
7056	SE Salaries Teachers	330,605.00		330,605.00	247,869.99	74,512.80	8,222.21	2.48 %

7080 SE Tutor St Total: 2305 - Cl: 7057 SE Salaries 7078 SE Contract Total: 2320 - Ma 7014 Substitutes 7059 SE Substitut Total: 2324 - Lo 7013 Substitutes 7016 Substitutes 7058 SE Substitut 7061 SE Substitut 7015 Salaries Ed 7017 Contracted 7060 SE Salaries 7077 SE Contract 7060 SE Salaries 7077 SE Contract 7070 SE Contract 7071 SE Contract 7070 SE Contract 7012 Stipends M	nentary Schools		Budget					
07 - Eddy	y Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
7080	SE Tutor Salaries							
Tota	l: 2305 - Classroom Teachers	1,934,282.00		1,934,282.00	1,524,794.04	423,002.15	-13,514.19	-0.69 %
7057	SE Salaries Medical/Therapy	102,791.00		102,791.00	79,416.20	23,374.80		0.00 %
7078	SE Contracted Svcs Medical/Therapea	66,048.00		66,048.00	63,509.64		2,538.36	3.84 %
Tota	l: 2320 - Medical Therapeutic	168,839.00		168,839.00	142,925.84	23,374.80	2,538.36	1.50 %
7014	Substitutes Long Term	10,000.00		10,000.00	12,420.76	5,081.22	-7,501.98	-75.01 %
7059	SE Substitutes Long Term							
Tota	l: 2324 - Long Term Substitutes	10,000.00		10,000.00	12,420.76	5,081.22	-7,501.98	-75.01 %
7013	Substitute Teachers	13,000.00		13,000.00	21,318.75		-8,318.75	-63.99 %
7016	Substitutes Ed Assistants	1,000.00		1,000.00	9,406.14		-8,406.14	-840.61 %
7058	SE Substitute Teachers	2,500.00		2,500.00	1,297.50	382.50	820.00	32.80 %
7061	SE Substitutes Ed Assistants	6,000.00		6,000.00	2,457.01	432.00	3,110.99	51.84 %
Tota	l: 2325 - Substitutes	22,500.00		22,500.00	34,479.40	814.50	-12,793.90	-56.86 %
7015	Salaries Ed Assistants	75,538.00		75,538.00	54,442.54	16,022.58	5,072.88	6.71 %
7017	Contracted Svcs Instructional							
7081	Contr Svc ELL Teacher							
7060	SE Salaries Ed Assistant	330,786.00		330,786.00	290,141.44	64,429.89	-23,785.33	-7.19 %
7077	SE Contracted Svcs Tutors							
Tota	l: 2330 - Para & Inst Assistant	406,324.00		406,324.00	344,583.98	80,452.47	-18,712.45	-4.60 %
7104	Librarian Salary							
Tota	l: 2340 - Librarians							
7011	Stipends Mentor	1,100.00		1,100.00	1,188.00		-88.00	-8.00 %
7075	Stipends Teachers Prof. Development							
Tota	l: 2354 - Prof Devel Inst'l Coaching	1,100.00		1,100.00	1,188.00		-88.00	-8.00 %
7018	Substitutes Professional Developmen	2,000.00		2,000.00			2,000.00	100.00 %
Tota	l: 2355 - Prof Dev Subs	2,000.00		2,000.00			2,000.00	100.00 %
7020	Other Professional Development							
Tota	l: 2356 - Prof Devel Expense							
7019	Contracted Svcs Professional Develo	1,000.00		1,000.00	1,384.64		-384.64	-38.46 %

02 - Elem	ientary Schools		Budget					
07 - Eddy	- Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
7062	SE Contracted Svcs Prof Development	800.00		800.00			800.00	100.00 %
Total	l: 2358 - Prof Devel Outside Providers	1,800.00		1,800.00	1,384.64		415.36	23.07 %
7021	Textbooks	16,000.00		16,000.00	5,242.30		10,757.70	67.23 %
7063	SE Textbooks	2,000.00		2,000.00	1,766.39		233.61	11.68 %
Total	l: 2410 - Textbooks	18,000.00		18,000.00	7,008.69		10,991.31	61.06 %
7022	Other Instructional Material Library	10,000.00		10,000.00	8,838.69	423.00	738.31	7.38 %
7064	SE Other Instructional Material Library	1,200.00		1,200.00	3,821.61		-2,621.61	-218.46 %
Total	l: 2415 - Instructional Materials	11,200.00		11,200.00	12,660.30	423.00	-1,883.30	-16.81 %
7023	Instructional Equipment	8,000.00		8,000.00	6,007.22	449.91	1,542.87	19.28 %
Total	l: 2420 - Instructional Equipment	8,000.00		8,000.00	6,007.22	449.91	1,542.87	19.28 %
7024	Supplies General	15,000.00		15,000.00	3,613.52		11,386.48	75.90 %
7065	SE Supplies General	500.00		500.00	1,012.06		-512.06	-102.41 %
Total	l: 2430 - Instructional Supplies	15,500.00		15,500.00	4,625.58		10,874.42	70.15 %
7025	Contracted Svcs Instructional							
7103	ELL Travel							
7066	SE Other Instructional Service							
Total	l: 2440 - Instructional Services							
7026	Contracted Svcs Classroom Devices	20,589.00		20,589.00	26,403.21		-5,814.21	-28.23 %
7027	Supplies Classroom Devices	3,000.00		3,000.00	1,874.75		1,125.25	37.50 %
7067	SE Contracted Svcs Classroom Devices							
7068	SE Supplies Classroom Devices	500.00		500.00	28.97		471.03	94.20 %
Total	l: 2451 - Instl Hdwr Student/Staff Devi	24,089.00		24,089.00	28,306.93		-4,217.93	-17.50 %
7029	Library/Media Other Instr Hardware							
7028	Other Instructional Hardware	14,000.00		14,000.00			14,000.00	100.00 %
7069	SE Other Instructional Hardware	500.00		500.00	21.98	259.13	218.89	43.77 %
Total	l: 2453 - Other Instr Hardware	14,500.00		14,500.00	21.98	259.13	14,218.89	98.06 %
7030	Instructional Software							
7070	SE Instructional Software							

Total: 2455 - Instructional Software and

02 - Elem	ientary Schools		Budget					
07 - Eddy	Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem
7031	Salaries Guidance & Counselors	93,934.00		93,934.00	72,259.60	21,674.40		0.00 %
7071	SE Salaries Guidance	52,728.00		52,728.00	80,472.80	24,141.70	-51,886.50	-98.40 %
7073	SE Guidance Travel							
Total	l: 2710 - Guid & Adjust Counsl	146,662.00		146,662.00	152,732.40	45,816.10	-51,886.50	-35.37 %
7032	Contracted Svcs Testing							
7033	Testing Materials	300.00		300.00			300.00	100.00 %
7084	SE Contracted Services Testing				1,524.66	375.34	-1,900.00	-100.00 %
7072	SE Testing Materials	500.00		500.00	1,134.80	180.40	-815.20	-163.04 %
Total	l: 2720 - Testing & Assessment	800.00		800.00	2,659.46	555.74	-2,415.20	-301.90 %
7087	SE Contracted Services Psychological	3,000.00		3,000.00	1,406.25		1,593.75	53.12 %
Total	l: 2800 - Psychological Svcs	3,000.00		3,000.00	1,406.25		1,593.75	53.12 %
7034	Salaries Nurse	84,754.00		84,754.00	66,252.40	19,875.60	-1,374.00	-1.62 %
7035	Substitute Nurse	1,050.00		1,050.00	1,792.50		-742.50	-70.71 %
7036	Contracted Svcs School Physician							
7037	Supplies Medical	650.00		650.00	598.33		51.67	7.94 %
7038	Other Medical Expenses	900.00		900.00	255.00		645.00	71.66 %
Total	l: 3200 - Medical/Health Svcs	87,354.00		87,354.00	68,898.23	19,875.60	-1,419.83	-1.62 %
7088	Regular Day Transportation	122,231.00		122,231.00	130,265.00		-8,034.00	-6.57 %
7096	Transportation Fuel Escalation Charges							
7102	Transportation - McKinney Vento							
7089	SE Transportation	31,959.00		31,959.00	32,705.90		-746.90	-2.33 %
7090	SE Summer School Transportation	5,600.00		5,600.00			5,600.00	100.00 %
7092	SE Out Of District Transportation	22,000.00		22,000.00	16,214.84	5,785.16		0.00 %
Total	l: 3300 - Transportation Svcs	181,790.00		181,790.00	179,185.74	5,785.16	-3,180.90	-1.74 %
7076	Salaries Cafeteria	5,000.00		5,000.00			5,000.00	100.00 %
7098	Cafeteria Other	700.00		700.00			700.00	100.00 %
Tota	l: 3400 - Food Services	5,700.00		5,700.00			5,700.00	100.00 %
7040	Other Student Activity Expense				52.37		-52.37	-100.00 %
Total	l: 3520 - Other Student Activities				52.37		-52.37	-100.00 %

02 - Elem	entary Schools		Budget					
07 - Eddy	Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem.
7041	Salaries Custodial	123,889.00		123,889.00	96,159.35	10,091.65	17,638.00	14.23 %
7042	Substitute Custodial	1,000.00		1,000.00	4,579.00		-3,579.00	-357.90 %
7043	Overtime Custodial	500.00		500.00	1,052.87		-552.87	-110.57 %
7044	Contracted Svcs Custodial	5,100.00		5,100.00	7,034.08		-1,934.08	-37.92 %
7045	Supplies Custodial	10,000.00		10,000.00	2,988.87	2,037.57	4,973.56	49.73 %
7046	Other Custodial Expense	650.00		650.00	313.60		336.40	51.75 %
Total	: 4110 - Custodial Services	141,139.00		141,139.00	112,127.77	12,129.22	16,882.01	11.96 %
7053	Natural Gas	39,107.00		39,107.00	31,533.98	3,573.02	4,000.00	10.22 %
Total	: 4120 - Heating of Buildings	39,107.00		39,107.00	31,533.98	3,573.02	4,000.00	10.22 %
7054	Electricity	57,000.00		57,000.00	40,200.60	6,799.40	10,000.00	17.54 %
7055	Telephone	3,466.00		3,466.00	2,953.08	526.96	-14.04	-0.40 %
Total	: 4130 - Utilities Services	60,466.00		60,466.00	43,153.68	7,326.36	9,985.96	16.51 %
7047	Contracted Svcs Grounds	2,000.00		2,000.00			2,000.00	100.00 %
Total	: 4210 - Maint of Grounds	2,000.00		2,000.00			2,000.00	100.00 %
7048	Contracted Svcs Building	17,500.00		17,500.00	36,549.78	247.50	-19,297.28	-110.27 %
Total	: 4220 - Maint of Buildings	17,500.00		17,500.00	36,549.78	247.50	-19,297.28	-110.27 %
7050	Contracted Svcs Security	2,700.00		2,700.00	790.00		1,910.00	70.74 %
Total	: 4225 - Bldg Security System	2,700.00		2,700.00	790.00		1,910.00	70.74 %
7049	Contracted Svcs Equipment	14,000.00		14,000.00	12,792.55	324.10	883.35	6.30 %
Total	: 4230 - Maint of Equipment	14,000.00		14,000.00	12,792.55	324.10	883.35	6.30 %
7051	Contracted Svcs Extraordinary Mncte				1,608.72		-1,608.72	-100.00 %
Total	: 4300 - Extraordinary Maint				1,608.72		-1,608.72	-100.00 %
7110	Contr Svc Tech Maint & Support							
Total	: 4450 - Tech Infrastructure Maint &							
7109	Replacement of Equipment				180.20	7,040.90	-7,221.10	-100.00 %
Total	: 7400 - Replacement of Equip				180.20	7,040.90	-7,221.10	-100.00 %
7106	SE Tuition Other Districts							
7093	SE Extended School Year Tuition	20,119.00		20,119.00	26,619.00		-6,500.00	-32.30 %
Total	: 9100 - Prog w/Other Systems	20,119.00		20,119.00	26,619.00		-6,500.00	-32.30 %

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	entary Schools		Budget					
07 - Eddy	Elementary		Amended/		YTD			
Account	Description	Original	Transfer	Current	Expend	Encumb	Balance	% Rem.
7097	SE Out of District Tuition							
Total	: 9300 - Tuition, Non Public							
7094	SE Collaborative Assessment	214.00		214.00	214.00			0.00 %
7095	SE Tuition Collaborative							
Total	: 9400 - Tuition, Collaborative	214.00		214.00	214.00			0.00 %
Total	: 07 - Eddy Elementary	3,821,645.00		3,821,645.00	3,223,888.86	670,450.99	-72,694.85	-1.90 %

PROJECTED C	IRCUIT BREA	S AVAIL	ABLE IN FY23	3		
	Brewster					
Balance Forward	253,846					
PY payment not recorded	255,840					
Balance Forward s/b	252.946					
balance Forward S/D	253,846					
Projected/Actual Reimburseme	nt:					
1st Quarter (9/30/xx)	10,615					
2nd Quarter (12/31/xx)	10,615					
3rd Quarter (3/31/xx)	10,615					
Supplemental Other						
Extraordinary Relief						
4th Quarter (6/30/xx)	10,615					
Total Reimbursement	42,460					
Actual Expenses:						
Preschool	(190,798)					
Summer School	(
Out of District Tuitions	(38,098)					
Tuition Collaborative	(24,950)					
Teachers						
Ed Assistants						
Other						
Total Expenditures	(253,846)					
Projected Balance at 6/30/23	42,460					
	42,400					
	+ +					
	+ +					
			Date Updated:	5/16/2023		
			sale opualea.	5, 10, 2025	l	

PROJECTED CI	RCUIT BRE	A	KER FUN	D	S AVAILA	٩E	BLE IN FY22	
	Brewster							
Balance Forward	230,449							
PY payment not recorded	230,445							
Balance Forward s/b	230,449							
balance Forward S/D	230,449							
Projected/Actual Reimbursemer	nt:							
1st Quarter (9/30/xx)	63,528							
2nd Quarter (12/31/xx)	63,528							
3rd Quarter (3/31/xx)	63,528							
Supplemental Other								
Extraordinary Relief								
4th Quarter (6/30/xx)	63,529							
Total Reimbursement	254,113							
Actual Expenses:								
Preschool	(160,544)							
Summer School								
Out of District Tuitions	(23,674)							
Tuition Collaborative	(23,843)							
Teachers	(6,349)							
Ed Assistants	(10,278)							
Other	(6,028)							
Total Expenditures	(230,716)							
Projected Balance at 6/30/22	253,846							
	233,040							
Balance Must Spend	(267)							
balance wust spend	(207)							

NAUSET PUBLIC SCHOOLS											3/17/2023
FY 2024 BUDGET WORKSHEET											ver 3
Eddy Elementary											FINAL
<u>Ludy Liementary</u>		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	%
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	Increase	Increase
Salaries Principals	7001	\$125,508	\$126,120	\$129,273	\$130,904	\$133,522	\$134,232	\$126,011	\$136,325	\$10,314	8.18%
Salaries Secretary	7002	\$88,665	\$90,136	\$97,295	\$97,056	\$103,577	\$119,520	\$110,662	\$108,238	-\$2,424	-2.19%
Substitutes Secretary	7003	\$300	\$0	\$300	\$228	\$300	\$0	\$0	\$300	\$300	100.00%
Contracted Svcs Office Equipment	7004	\$1,000	\$1,799	\$1,500	\$528	\$1,800	\$3,639	\$1,800	\$1,800	\$ 0	0.00%
Supplies General Office	7074	\$1,500	\$501	\$1,000	\$632	\$800	\$683	\$800	\$800	\$ 0	0.00%
Other Principal Expense	7006	\$1,500	\$726	\$1,500	\$658	\$1,500	\$1,330	\$1,000	\$1,000	\$ 0	0.00%
Contracted Svcs Non-Instr Technology	7007	\$21,972	\$16,157	\$26,800	\$18,466	\$26,843	\$19,681	\$26,013	\$17,201	-\$8,812	-33.88%
Supplies Non-Instr Technology	7008	\$0	\$0	\$0	\$0	\$0	\$2,380	\$0	\$0	\$ 0	0.00%
Hardware Non-Instr Technology	7009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	100.00%
		\$240,445	\$235,439	\$257,668	\$248,472	\$268,342	\$281,465	\$266,286	\$280,664	\$14,378	5.40%
							-				
Salaries Teachers	7010	\$1,405,828	\$1,371,062	\$1,396,566	\$1,404,326	\$1,460,737	\$1,439,633	\$1,603,677	\$1,701,474	\$97,797	6.10%
Salaries Librarian	7104	\$17,039	\$17,039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Stipends Mentor	7011	\$1,015	\$0	\$1,100	\$1,073	\$1,100	\$2,037	\$1,100	\$1,100	\$ 0	0.00%
Tutor Salaries	7079	\$12,923	\$9,710	\$8,746	\$303	\$3,500	\$0	\$0	\$0	\$ 0	0.00%
Salaries Instruct Coordinators	7012	\$11,340	\$11,340	\$11,340	\$11,624	\$11,340	\$8,913	\$11,500	\$11,500	\$ 0	0.00%
Substitutes	7013	\$11,000	\$7,620	\$11,500	\$13,051	\$11,500	\$15,213	\$13,000	\$15,000	\$2,000	15.38%
Substitutes Long Term	7014	\$0	\$6,791	\$0	\$28,918	\$10,000	\$52,241	\$10,000	\$10,000	\$ 0	0.00%
Salaries Ed Assistants	7015	\$68,073	\$89,660	\$70,759	\$45,697	\$67,411	\$72,797	\$75,538	\$63,855	-\$11,683	-15.47%
Substitutes Ed Assistants	7016	\$1,000	\$3,672	\$1,000	\$346	\$1,000	\$810	\$1,000	\$1,000	\$ 0	0.00%
Contracted Svcs Instruction	7017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Substitutes Professional Development	7018	\$2,000	\$1,939	\$2,000	\$0	\$2,000	\$0	\$2,000	\$2,000	\$ 0	0.00%
Contracted Svcs Prof Development	7019	\$1,200	\$0	\$1,000	\$0	\$1,000	\$3,880	\$1,000	\$1,000	\$ 0	0.00%
Other Professional Development	7020	\$0	\$0	\$0	\$167	\$0	\$310	\$0	\$6,000	\$6,000	100.00%
Stipends Teachers	7075	\$735	\$0	\$735	\$0	\$0	\$339	\$0	\$0	\$0	0.00%
ELL Travel	7103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Contracted Svs Tech Maint & Support	7110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,872	\$7,872	\$7,872
Contracted Svs Elementary Curr. Dir.	7111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,253	\$13,253	\$13,253
		\$1,532,153	\$1,518,833	\$1,504,746	\$1,505,505	\$1,569,588	\$1,596,173	\$1,718,815	\$1,834,054	\$115,239	6.70%
Textbooks/Software/Media	7021	\$12,500	\$5,919	\$15,000	\$7,688	\$16,000	\$13,139	\$16,000	\$5,133	-\$10,867	-67.92%
Other Instructional Material	7022	\$11,500	\$8,706	\$11,500	\$3,479	\$10,000	\$9,859	\$10,000	\$15,000	\$5,000	50.00%
Instructional Equipment	7023	\$15,000	\$16,171	\$18,000	\$9,718	\$18,500	\$27,250	\$8,000	\$9,000	\$1,000	12.50%
Supplies General	7024	\$9,500	\$9,251	\$9,500	\$3,107	\$9,500	\$7,113	\$15,000	\$14,000	-\$1,000	-6.67%
Contracted Svcs Other Instructional	7025	\$0	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	100.00%
Contracted Svcs Instr Technology	7026	\$12,816	\$14,734	\$13,879	\$12,099	\$14,129	\$30,741	\$20,589	\$0	-\$20,589	-100.00%
Supplies Instrctnl Technology	7027	\$5,500	\$1,680	\$6,000	\$3,697	\$6,000	\$6,076	\$3,000	\$3,000	\$ 0	0.00%
Instructional Hardware	7028	\$0	\$0	\$0	\$42,566	\$0	\$29,904	\$14,000	\$0	-\$14,000	100.00%
Library/Media Instrctnl Hardware	7029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Instructional Software	7030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
		\$66,816	\$56,580	\$73,879	\$82,354	\$74,129	\$124,082	\$86,589	\$46,133	-\$40,456	-46.72%
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		I									

Eddy Elementary		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	<u>%</u>
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	Increase	Increase
Salaries Guidance & Counseling	7031	\$55,726	\$55,726	\$60,001	\$59,775	\$91,544	\$71,912	\$93,934	\$96,120	\$2,186	2.33%
Contracted Svcs Testing	7032	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Testing Materials	7033	\$500	\$98	\$300	\$0	\$300	\$0	\$300	\$300	\$ 0	0.00%
		\$57,426	\$55,824	\$60,301	\$59,775	\$91,844	\$71,912	\$94,234	\$96,420	\$2,186	2.32%
Salaries Nurse	7034	\$65,244	\$65,244	\$69,554	\$69,148	\$80,892	\$81,147	\$84,754	\$91,477	\$6,723	7.93%
Substitute Nurse	7035	\$450	\$1,200	\$1,500	\$2,596	\$1,500	\$525	\$1,050	\$1,500	\$450	42.86%
Contracted Svcs School Physician	7036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Supplies Medical	7037	\$550	\$646	\$650	\$560	\$650	\$498	\$650	\$650	\$0	0.00%
Other Medical Expenses	7038	\$550	\$345	\$600	\$479	\$650	\$155	\$900	\$900	\$ 0	0.00%
		\$66,794	\$67,435	\$72,304	\$72,783	\$83,692	\$82,325	\$87,354	\$94,527	\$7,173	8.21%
Regular Day Transportation	7088	\$118,522	\$113,845	\$117,261	\$108,722	\$117,587	\$103,899	\$122,231	\$139,319	\$17,088	13.98%
Transportation Fuel Escalation Charges	7096	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
		\$118,522	\$113,845	\$117,261	\$108,722	\$117,587	\$103,899	\$122,231	\$139,319	\$17,088	13.98%
	7070	^	\$ 0	\$ 0	* 4 000	A5 000	^	A5 000	^	65 000	100.000/
Salaries Cafeteria Cafeteria Other Expense	7076 7098	\$0 \$700	\$0 \$601	\$0 \$700	\$4,888 \$31	\$5,000 \$700	\$0 \$0	\$5,000 \$700	\$0 \$0	-\$5,000 -\$700	-100.00% -100.00%
Caleteria Other Expense	7096							-			
		\$700	\$601	\$700	\$4,919	\$5,700	\$0	\$5,700	\$0	-\$5,700	-100.00%
Other Student Activity Expense	7040	\$1,300	\$240	\$1,000	\$99	\$1,000	\$249	\$0	\$0	\$0	0.00%
	7040	\$1,300	\$240	\$1,000	\$99	\$1,000	\$249	\$0	\$0	\$0	0.00%
		φ1,500	Ψ240	\$1,000	433	\$1,000	Ψ243	ψυ	ψŪ	Ψ	0.0070
Custodial Salaries	7041	\$156,773	\$155,281	\$162,001	\$162,230	\$165,176	\$132,635	\$123,889	\$109,228	-\$14,661	-11.83%
Substitute Custodial	7042	\$1,000	\$192	\$1,000	\$0	\$1,000	\$291	\$1,000	\$1,000	\$ 0	0.00%
Overtime Custodial	7043	\$200	\$1,495	\$200	\$318	\$500	\$1,304	\$500	\$500	\$ 0	0.00%
Contracted Svcs Custodial	7044	\$4,600	\$4,260	\$4,800	\$5,509	\$5,100	\$9,089	\$5,100	\$7,000	\$1,900	37.25%
Supplies Custodial	7045	\$10,000	\$8,331	\$10,500	\$10,154	\$10,000	\$10,182	\$10,000	\$10,000	\$ 0	0.00%
Other Custodial Expense	7046	\$300	\$0	\$300	\$0	\$300	\$0	\$650	\$350	-\$300	-46.15%
Natural Gas	7053	\$36,835	\$29,770	\$39,107	\$29,601	\$39,107	\$26,043	\$39,107	\$58,661	\$19,554	50.00%
Electricity	7054	\$57,000	\$36,413	\$57,000	\$38,533	\$57,000	\$40,661	\$57,000	\$60,992	\$3,992	7.00%
Telephone	7055	\$3,466	\$1,249	\$3,466	\$1,376	\$3,466	\$1,310	\$3,466	\$7,500	\$4,034	116.39%
		\$270,174	\$236,991	\$278,374	\$247,721	\$281,649	\$221,515	\$240,712	\$255,231	\$14,519	6.03%
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Eddy Elementary		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	%
		<u>2019-2020</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	Increase	Increase
Contracted Svcs Grounds	7047	\$1,200	\$1,953	\$2,000	\$2,517	\$2,000	\$526	\$2,000	\$2,000	\$ 0	0.00%
Contracted Svcs Building	7048	\$12,000	\$30,559	\$13,000	\$13,064	\$15,000	\$14,388	\$17,500	\$19,500	\$2,000	11.43%
Contracted Svcs Equipment	7049	\$14,500	\$12,895	\$14,000	\$4,842	\$14,000	\$15,318	\$14,000	\$14,500	\$500	3.57%
Contracted Svcs Security	7050	\$3,700	\$2,048	\$3,000	\$1,852	\$2,700	\$3,418	\$2,700	\$3,500	\$800	29.63%
		\$31,400	\$47,455	\$32,000	\$22,275	\$33,700	\$33,650	\$36,200	\$39,500	\$3,300	9.12%
Contracted Svcs Extraordinary Mncte	7051	\$0	\$0	\$0	\$19,712	\$0	\$8,910	\$0	\$0	\$0	0.00%
Contracted SVCS Extraordinary Mincle	7031										
		\$0	\$0	\$0	\$19,712	\$0	\$8,910	\$0	\$0	\$ 0	0.00%
SE Teachers Salaries	7056	\$309,609	\$307,830	\$344,979	\$345,787	\$357,272	\$344,877	\$330,605	\$342,937	\$12,332	3.73%
SE Tutors Salaries	7080	\$1,000	\$0	\$1,000	\$76	\$500	\$0	\$0	\$0	\$0	0.00%
SE Contracted Services Tutors	7077	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	100.00%
SE Salaries Speech Therapeutic	7057	\$96,134	\$96,134	\$98,500	\$98,500	\$102,866	\$100,683	\$102,791	\$104,943	\$2,152	2.09%
SE Contracted Svcs OT/PT	7078	\$46,193	\$50,278	\$49,743	\$49,743	\$64,503	\$54,254	\$66,048	\$66,840	\$792	1.20%
SE Substitute Teachers	7058	\$2,200	\$405	\$2,500	\$410	\$2,500	\$1,163	\$2,500	\$3,000	\$500	20.00%
SE Substitutes Long Term	7059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SE Salaries Ed Assistants	7060	\$291,935	\$270,138	\$338,500	\$345,199	\$339,134	\$352,822	\$330,786	\$448,600	\$117,814	35.62%
SE Substitutes Ed Assistants	7061	\$6,000	\$3,880	\$6,000	\$5,420	\$6,000	\$12,465	\$6,000	\$6,000	\$0	0.00%
SE Contracted Svcs Prof Development	7062	\$1,500	\$0	\$500	\$0	\$800	\$658	\$800	\$800	\$0	0.00%
		\$754,571	\$728,665	\$841,722	\$845,135	\$873,575	\$866,922	\$839,530	\$975,120	\$135.590	16.15%
		<i>\\</i>	<i>\$120,000</i>	Ψ0 - 1,722	<i>4043,100</i>	<i>4010,010</i>	<i>4000,322</i>	<i>4000,000</i>	<i>4373</i> ,120	φ100,000	10.1070
SE Textbooks/Media/Software	7063	\$1,550	\$2,034	\$1,550	\$999	\$2,000	\$4,447	\$2,000	\$2,000	\$0	0.00%
SE Other Instructional Material	7064	\$1,800	\$412	\$1,800	\$367	\$1,800	\$1,825	\$1,200	\$1,200	\$0	0.00%
SE Supplies General	7065	\$700	\$298	\$500	\$166	\$500	\$22	\$500	\$500	\$0	0.00%
SE Other Instructional Services	7066	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SE Contracted Svcs Inst Technology	7067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SE Supplies Instr Technology	7068	\$750	\$139	\$750	\$299	\$500	\$458	\$500	\$500	\$0	0.00%
SE Instructional Hardware	7069	\$800	\$0	\$800	\$2,415	\$500	\$0	\$500	\$500	\$0	0.00%
SE Instructional Software	7070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$940	\$940	100.00%
	1010	\$5,600	\$2,883	\$5,400	\$4,246	\$5,300	\$6,752	\$4,700	\$5,640	\$940	20.00%
		\$3,000	ψ2,005	\$3,400	ψ4,240	\$3,300	φ0,7 <i>5</i> 2	ş 4 ,700	\$3,040	<i>\$</i> 3 4 0	20.0070
SE Salaries Guidance	7071	\$96,169	\$96,169	\$98,573	\$98,594	\$100,544	\$33,239	\$52,728	\$106,838	\$54,110	102.62%
SE Guidance Travel	7073	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SE Testing Materials	7072	\$2,000	\$5,058	\$2,000	\$0	\$500	\$2,259	\$500	\$1,000	\$500	100.00%
SE Contracted Services Testing	7084	\$0	\$534	\$0	\$2,734	\$0	\$1,839	\$0	\$2,000	\$2,000	100.00%
		\$98,169	\$101.761	\$100,573	\$101,328	\$101,044	\$37,337	\$53,228	\$109,838	\$56,610	106.35%
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SE Contracted Svcs Psychological	7087	\$2,500	\$5,706	\$3,000	\$5,846	\$3,000	\$20,071	\$3,000	\$3,500	\$500	16.67%
	1001	\$2,500 \$2,500	\$5,706	\$3,000 \$3,000	\$5,846	\$3,000 \$3,000	\$20,071 \$20,071	\$3,000 \$3,000	\$3,500 \$3,500	\$500 \$500	16.67%
		φ 2, 300	φ 3,700	φ3,000	φ3,040	φ 3,000	φ 20,0 7 Ι	\$3,000	φ3,300	φυυυ	10.07 %
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Eddy Elementary		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	%
		<u>2019-2020</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	Increase	Increase
Special Needs Transportation	7089	\$25,148	\$49,376	\$25,902	\$0	\$25,614	\$27,971	\$31,959	\$33,692	\$1,733	5.42%
SE Summer School Transportation	7090	\$5,600	\$5,600	\$5,600	\$5,600	\$7,900	\$0	\$5,600	\$3,535	-\$2,065	-36.88%
SE Out of District Transportation	7092	\$0	\$0	\$0	\$30,995	\$22,000	\$17,549	\$22,000	\$0	-\$22,000	-100.00%
		\$30,748	\$54,976	\$31,502	\$36,595	\$55,514	\$45,520	\$59,559	\$37,227	-\$22,332	-37.50%
TransportationMcKinney Vento	7102	\$0	\$0	\$0	\$18,563	\$0	\$1,875	\$0	\$11,340	\$11,340	100.00%
Transportation workinity vento	1102	\$0 \$0	\$0	\$0 \$0	\$18,563	\$0 \$0	\$1,875	\$0	\$11,340	\$11,340	100.00%
SE Extended School Year Tuition (ESY)	7093	\$17,300	\$17,300	\$17,300	\$17,869	\$23,674	\$0	\$26,619	\$4,506	-\$22,113	-83.07%
SE Collaborative Assessment	7094	\$247	\$247	\$247	\$215	\$212	\$212	\$214	\$214	\$ 0	0.00%
SE Tuition Collaborative	7095	\$0	\$0	\$0	\$81,721	\$51,312	\$57,000	\$57,000	\$0	-\$57,000	-100.00%
SE Out of District Tuition (ESY)	7097	\$353,669	\$329,178	\$383,043	\$260,240	\$0	\$0	\$0	\$0	\$ <i>0</i>	0.00%
SE Tuition Public Schools	7106	\$0	\$27,799	\$0	\$0	\$0	\$0	\$0	\$25,444	\$25,444	100.00%
		\$371,216	\$374,524	\$400,590	\$360,045	\$75,198	\$57,212	\$83,833	\$30,164	-\$53,669	-64.02%
Salary Committee Secretary	7082	\$463	\$289	\$490	\$172	\$490	\$674	\$593	\$805	\$212	35.75%
Contracted Services Legal	7107	\$0	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	0.00%
Other School Committee Expense	7083	\$850	\$0 \$0	\$500	\$0	\$500	\$0 \$0	\$850	\$0 \$0	-\$850	-100.00%
		\$1,313	\$289	\$990	\$372	\$990	\$674	\$1,443	\$805	-\$638	-44.21%
Salaries Central Office	7086	\$155,963	\$152,469	\$156,905	\$157,140	\$152,208	\$152,837	\$164,277	\$163,072	-\$1,205	-0.73%
Other Central Office Expense	7085	\$15,669	\$19,000	\$15,572	\$15,185	\$15,449	\$14,668	\$17,454	\$29,983	\$12,529	71.78%
		\$171,632	\$171,469	\$172,477	\$172,325	\$167,657	\$167,505	\$181,731	\$193,055	\$11,324	6.23%
Advertising	7105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
RESERVED FOR NEGOTIATION	7041			\$0	\$0	\$0	\$0	\$0	\$2,290		
FY20 CIRCUIT BREAKER FUNDS	7097			-\$37,471	\$0	\$0	\$0	\$0	\$0		
FY21 CIRCUIT BREAKER FUNDS	7090/7092/ 7093/7095					-\$80,602	\$0	\$0	\$0		
FY22 CIRCUIT BREAKER FUNDS	7090/7092/ 7093/7095					\$0	\$0	-\$63,500	\$0		
TUITION REVOLVING	7106								-\$25,117		
GRAND TOTAL		\$3,821,479	\$3,773,516	\$3,917,016	\$3,916,792	\$3,728,907	\$3,728,048	\$3,821,645	\$4,129,710	\$308,065	8.06%
	Regular Day	\$2,385,730	\$2,333,243	\$2,398,233	\$2,372,337	\$2,527,231	\$2,524,180	\$2,658,121	\$2,788,138	\$130,017	4.89%

NAUSET PUBLIC SCHOOLS											3/17/2023
FY 2024 BUDGET WORKSHEET											ver 4
											FINAL
Stony Brook Elementary											
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	%
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	Increase	Increase
Salaries Principals	5001	\$96,479	\$96,479	\$98,981	\$98,409	\$125,377	\$138,876	\$126,011	\$145,907	\$19,896	15.79%
Salaries Secretary	5002	\$112,655	\$111,224	\$115,357	\$113,786	\$117,094	\$132,086	\$123,551	\$123,566	\$15	0.01%
Substitutes Secretary	5003	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Contracted Svcs Office Equipment	5004	\$4,000	\$2,467	\$2,500	\$2,467	\$2,500	\$2,566	\$2,500	\$2,600	\$100	4.00%
Supplies General Office	5074	\$800	\$507	\$1,000	\$2,054	\$1,000	\$245	\$1,000	\$250	-\$750	-75.00%
Other Principal Expense	5006	\$1,500	\$0	\$1,200	\$0	\$1,200	\$3,781	\$1,000	\$0	-\$1,000	-100.00%
Contracted Svcs Non-Instr Technology	5007	\$19,139	\$14,722	\$26,667	\$17,040	\$26,808	\$21,444	\$26,103	\$33,780	\$7,677	29.41%
Supplies Non-Instr Technology	5008	\$400	\$0	\$200	\$0	\$250	\$0	\$250	\$0	-\$250	-100.00%
Hardware Non-Instr Technology	5009	\$0	\$0	\$0	\$0	\$0	\$628	\$0	\$15,195	\$15,195	100.00%
		\$234,973	\$225,399	\$245,905	\$233,756	\$274,229	\$299,626	\$280,415	\$321,298	\$40,883	14.58%
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Salaries Teachers	5010	\$1,370,231	\$1,361,862	\$1,501,271	\$1,462,470	\$1,549,733	\$1,559,804	\$1,654,058	\$1,753,613	\$99,555	6.02%
Salaries Library/Tech	5104	\$10,994	\$10,994	\$11,335	\$0	\$11,615	\$409	\$0	\$0	\$0	0.00%
Stipends Mentor	5011	\$1,950	\$1,685	\$1,500	\$3,133	\$1,800	\$1,472	\$1,800	\$1,800	\$0	0.00%
Tutor Salaries	5080	\$8,746	\$13,978	\$0	\$8,973	\$0	\$0	\$0	\$0	\$0	0.00%
Salaries Instruct Coordinators	5012	\$11,340	\$11,340	\$12,776	\$11,623	\$12,776	\$5,942	\$13,095	\$12,396	-\$699	-5.34%
Substitutes	5012	\$16,900	\$16,640	\$22,000	\$10,506	\$22,000	\$22,381	\$20,000	\$20,000	\$0	0.00%
Substitutes Long Term	5014	\$0	\$11,407	\$30,000	\$69,322	\$45,000	\$38,841	\$45,000	\$40,000	-\$5,000	-11.11%
Salaries Ed Assistants	5015	\$199,754	\$212,579	\$220,826	\$215,567	\$238,713	\$310,661	\$255,613	\$167,585	-\$88,028	-34.44%
Substitutes Ed Assistants	5016	\$4,000	\$2,750	\$4,500	\$4,759	\$4,500	\$3,544	\$4,500	\$3,500	-\$1,000	-22.22%
Contracted Svcs Instruction	5017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Teacher Stipends	5075	\$1,000	\$0 \$0	\$1,000	\$389	\$1,000	\$1,391	\$1,000	\$0 \$0	-\$1,000	-100.00%
Substitutes Professional Development	5018	\$0	\$0 \$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	\$0	0.00%
Contracted Svcs Prof Development	5019	\$2,000	\$0 \$0	\$2,000	\$0 \$0	\$2,000	\$0 \$0	\$2,000	\$0 \$0	-\$2,000	-100.00%
Other Professional Development	5020	\$250	\$20,123	\$1,500	\$1,553	\$15,000	\$6,083	\$15,000	\$5,000	-\$10,000	-66.67%
Contracted Services ELL Teacher	5020	\$0	φ20,123 \$0	\$0	\$0	\$0	\$34	\$0	\$0 \$0	<u>-\$10,000</u> \$0	0.00%
ELL Travel	5103	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	0.00%
Contracted Svs Tech Maint & Support	5105	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$13,253	\$13,253	100.00%
Contracted Svs Elementary Curr. Dir.	5111	\$0	\$0 \$0	\$0	\$0	\$0 \$0	\$0 \$0	\$0	\$7,872	\$7,872	100.00%
	••••	\$1,627,165	\$1,663,358	\$1,808,708	\$1,788,295	\$1,904,137	\$1,950,562	\$2,012,066	\$2,025,019	\$12,953	0.64%
		<i>ψ1,021,100</i>	¥1,000,000	\$1,000,100	<i></i>	φ1,004,101	<i><i>ψ</i>1,000,002</i>	<i>\</i> \\\\\\\\\\\\\	<i>\</i> \\\\\\\\\\\\\	φ12,000	0.0170
Textbooks/Software/Media	5021	\$10,000	\$14,670	\$16,269	\$17,137	\$17,500	\$3,374	\$17,500	\$20,000	\$2,500	14.29%
Other Instructional Material	5022	\$12,500	\$27,077	\$15,000	\$23,043	\$25,000	\$42,460	\$25,000	\$25,000	\$0	0.00%
Instructional Equipment	5023	\$5,500	\$7,544	\$6,000	\$6,062	\$6,000	\$54,630	\$6,000	\$6,000	\$0	0.00%
Supplies General	5024	\$10,000	\$16,920	\$15,000	\$18,699	\$15,000	\$28,922	\$15,000	\$15,000	\$0	0.00%
Contracted Svcs Other Instructional	5025	\$0	\$353	\$0	\$519	\$0	\$0	\$0	\$0	\$0	100.00%
Contracted Svcs Instr Technology	5026	\$7,500	\$10,736	\$12,716	\$14,444	\$19,313	\$29,213	\$23,755	\$26,358	\$2,603	10.96%
Supplies Instrctnl Technology	5027	\$1,500	\$1,749	\$1,500	\$8,689	\$1,500	\$8,436	\$1,500	\$2,500	\$1,000	66.67%
Instructional Hardware	5028	\$0	\$0	\$0	\$40,704	\$0	\$2,139	\$14,707	\$41,798	\$27,091	184.20%
Library/Media Instrctnl Hardware	5029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Instructional Software	5030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Stipend Technology	5106	\$720	\$0	\$720	\$0	\$720	\$0	\$0	\$0	\$0	0.00%
		\$47,720	\$79,049	\$67,205	\$129,297	\$85,033	\$169,174	\$103,462	\$136,656	\$33,194	32.08%

Stony Brook Elementary		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	Increase	% Increase
Salaries Guidance & Counseling	5031	\$63,312	\$67,150	\$68,829	\$71,671	\$71,367	\$41,304	\$41,408	\$98,940	\$57,532	138.94%
Contracted Svcs Testing	5032	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Testing Materials	5033	\$250	\$0	\$750	\$566	\$750	\$0	\$750	\$300	-\$450	-60.00%
		\$63,562	\$67,150	\$69,579	\$72,237	\$72,117	\$41,304	\$42,158	\$99,240	\$57,082	135.40%
Salaries Nurse	5034	\$73,394	\$71,832	\$78,234	\$78,370	\$82,991	\$65,705	\$62,081	\$90,240	\$28,159	45.36%
Substitute Nurse	5035	\$400	\$150	\$750	\$1,104	\$750	\$1,875	\$750	\$750	\$ 0	0.00%
Contracted Svcs School Physician	5036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Supplies Medical	5037	\$500	\$697	\$600	\$650	\$600	\$2,001	\$600	\$600	\$ 0	0.00%
Other Medical Expenses	5038	\$500	\$79	\$200	\$0	\$200	\$100	\$200	\$200	\$ 0	0.00%
		\$74,794	\$72,758	\$79,784	\$80,124	\$84,541	\$69,681	\$63,631	\$91,790	\$28,159	44.25%
Regular Day Transportation	5088	\$118,522	\$113,845	\$117,261	\$108,722	\$117,587	\$103,899	\$122,231	\$139,319	\$17,088	13.98%
Transportation Fuel Escalation Charges	5096	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
		\$118,522	\$113,845	\$117,261	\$108,722	\$117,587	\$103,899	\$122,231	\$139,319	\$17,088	13.98%
Salaries Cafeteria	5077	\$0	\$16,000	\$5,000	\$14,653	\$5,000	\$74,000	\$14,653	\$0	-\$14,653	-100.00%
Cafeteria Other Expense	5098	\$1,000	\$139	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
·		\$1,000	\$16,139	\$5,000	\$14,653	\$5,000	\$74,000	\$14,653	\$0	-\$14,653	-100.00%
Other Student Activity Expense	5040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
Salaries Custodial	5041	\$127,433	\$121,141	\$127,807	\$128,257	\$132,765	\$123,987	\$121,786	\$128,255	\$6,469	5.31%
Substitute Custodial	5042	\$500	\$0	\$600	\$1,643	\$600	\$90	\$600	\$600	\$ 0	0.00%
Overtime Custodial	5043	\$750	\$1,391	\$750	\$11,926	\$1,000	\$1,941	\$1,000	\$1,000	\$ 0	0.00%
Contracted Svcs Custodial	5044	\$5,400	\$6,369	\$6,000	\$6,176	\$6,000	\$7,407	\$6,000	\$6,000	\$ 0	0.00%
Supplies Custodial	5045	\$14,000	\$17,016	\$14,150	\$10,326	\$14,500	\$13,667	\$14,799	\$7,000	-\$7,799	-52.70%
Other Custodial Expense	5046	\$300	\$278	\$300	\$625	\$900	\$0	\$975	\$650	-\$325	-33.33%
Fuel Oil	5053	\$97,765	\$55,790	\$97,765	\$30,964	\$97,765	\$52,347	\$97,765	\$97,765	\$ 0	0.00%
Electricity	5054	\$57,000	\$35,965	\$57,000	\$35,955	\$57,000	\$42,347	\$57,000	\$63,521	\$6,521	11.44%
Telephone	5055	\$2,852	\$1,590	\$2,582	\$1,713	\$2,582	\$1,652	\$2,582	\$8,800	\$6,218	240.82%
		\$306,000	\$239,540	\$306,954	\$227,585	\$313,112	\$243,438	\$302,507	\$313,591	\$11,084	3.66%
				-				-			
Contracted Svcs Grounds	5047	\$2,500	\$1,361	\$2,000	\$0	\$2,000	\$0	\$2,000	\$2,000	\$0	0.00%
Contracted Svcs Building	5048	\$8,000	\$10,491	\$12,000	\$28,355	\$15,000	\$15,651	\$17,500	\$16,000	-\$1,500	-8.57%
Contracted Svcs Equipment	5049	\$5,000	\$3,511	\$13,000	\$1,575	\$10,000	\$1,138	\$12,000	\$10,000	-\$2,000	-16.67%
Contracted Svcs Security	5050	\$3,506	\$4,344	\$3,500	\$738	\$3,500	\$1,510	\$3,500	\$2,500	-\$1,000	-28.57%
		\$19,006	\$19,707	\$30,500	\$30,668	\$30,500	\$18,299	\$35,000	\$30,500	-\$4,500	-12.86%

Stony Brook Elementary			Actual		Actual	Budget	Actual	Budget	Proposed	Dollar	%
		Budget 2019-2020	2019-2020	Budget 2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	Increase	Increase
										<u></u>	<u></u>
Contracted Svcs Extraordinary Mncte	5051	\$0	\$9,437	\$750	\$2,652	\$2,500	\$2,664	\$2,500	\$2,500	\$ 0	0.00%
		\$0	\$9,437	\$750	\$2,652	\$2,500	\$2,664	\$2,500	\$2,500	\$ 0	0.00%
				•			• •				
SE Teachers Salaries	5056	\$263,111	\$263,111	\$272,345	\$273,360	\$280,620	\$251,279	\$290,295	\$279,623	-\$10,672	-3.68%
SE Tutors Salaries	5078	\$500	\$279	\$0	\$0	\$200,020	\$0	\$290,295 \$0	\$0 \$0	<u>\$0</u>	0.00%
SE Salaries Speech Therapeutic	5078	\$62,311	\$64,824	\$31,803	\$40,964	\$33,932	\$47,054	\$51,637	\$56,503	\$4,866	9.42%
SE Contracted Svcs OT/PT	5079	\$51,624	\$51,624	\$55,475	\$55,475	\$50,102	\$47,034	\$47,136	\$50,505 \$54,096	\$6,960 \$6,960	14.77%
	5079						\$731				
SE Substitute Teachers		\$2,000	\$1,055	\$2,200	\$0 *5.075	\$2,000		\$2,000	\$1,000	-\$1,000	-50.00%
SE Substitutes Long Term	5059	\$0	\$0	\$0	\$5,675	\$0	\$8,215	\$0	\$0	\$0	0.00%
SE Salaries Ed Assistants	5060	\$269,198	\$278,970	\$258,531	\$287,678	\$280,974	\$294,701	\$382,423	\$381,250	-\$1,173	-0.31%
SE Substitutes Ed Assistants	5061	\$5,600	\$1,365	\$4,200	\$873	\$3,500	\$5,971	\$3,500	\$3,500	\$0	0.00%
SE Contracted Svcs Prof Development	5062	\$500	\$0	\$500	\$0	\$738	\$0	\$740	\$0	-\$740	-100.00%
		\$654,844	\$661,228	\$625,054	\$664,025	\$651,866	\$655,221	\$777,731	\$775,972	-\$1,759	-0.23%
SE Textbooks/Software/Media	5063	\$500	\$890	\$350	\$495	\$500	\$0	\$500	\$2,500	\$2,000	400.00%
SE Other Instructional Material	5064	\$1,200	\$3,577	\$1,000	\$3,430	\$1,600	\$3,490	\$3,430	\$2,500	-\$930	-27.11%
SE Supplies General	5065	\$300	\$597	\$250	\$643	\$400	\$823	\$400	\$400	\$0	0.00%
SE Other Instructional Services	5066	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SE Contracted Svcs Inst Technology	5067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100.00%
SE Supplies Instr Technology	5068	\$0	\$0	\$250	\$0	\$250	\$0	\$250	\$250	\$0	0.00%
SE Instructional Hardware	5069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SE Instructional Software	5070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$940	\$940	100.00%
		\$2,000	\$5,064	\$1,850	\$4,568	\$2,750	\$4,313	\$4,580	\$6,590	\$2,010	43.89%
		<i>42,000</i>	<i>40,001</i>	<i></i>	<i><i><i>ϕ</i></i> 1,000</i>	<i><i><i></i></i></i>	<i><i><i>ϕ</i></i> 1,010</i>	<i><i><i>ϕ</i></i> 1,000</i>	<i></i>	φ2,010	10.0070
SE Salaries Guidance	5071	\$56,294	\$59,116	\$60,594	\$59,116	\$61,806	\$61,957	\$52,728	\$106,838	\$54,110	102.62%
SE Guidance Travel	5073	\$100	\$0 \$0	\$100 \$100	\$0	\$01,800 \$0	\$01,957 \$0	\$0	\$0	\$0 \$0	0.00%
SE Testing Materials	5073	\$1,000	ه 0 \$1,149	\$1,750	\$2,013	\$1,500	\$1,306	\$500	\$500	\$0 \$0	0.00%
SE Contracted Services Testing	5072	\$1,000	\$1,149 \$0	\$1,750 \$0	\$2,013	\$1,500	\$80	\$00 \$0	\$00 \$0	\$0 \$0	0.00%
SE Contracted Services Testing	5064					-					
		\$57,394	\$60,265	\$62,444	\$61,477	\$63,306	\$63,343	\$53,228	\$107,338	\$54,110	101.66%
	5405	A5 000	.	A 40.000	A 45.000	0 40 500	.	0 40 500	A5 000	AT F 00	
SE Contracted Svcs Psychological	5105	\$5,000	\$4,560	\$10,000	\$15,688	\$12,500	\$4,902	\$12,500	\$5,000	-\$7,500	-60.00%
		\$5,000	\$4,560	\$10,000	\$15,688	\$12,500	\$4,902	\$12,500	\$5,000	-\$7,500	-60.00%
	5000	¢0	¢o	¢o	¢0	¢0	¢o	¢ 0	¢4.045	¢4.045	100.000/
SE Summer School Transportation	5090	\$0 \$0	\$0 \$59.507	\$0 \$0	\$0 \$0	\$0 \$C4.511	\$0 \$0	\$0 \$0	\$4,915	\$4,915	100.00%
SE Transportation SE Out of District Transportation	5091	\$63,335 \$25,000	\$58,597	\$65,235	\$60,100	\$64,511	\$60,215	\$80,491	\$84,856	\$4,365	5.42%
SE OUL OF DISTICT TRANSPORTATION	5092	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$30,576	\$30,576	100.00%
		\$88,335	\$58,597	\$65,235	\$60,100	\$64,511	\$60,215	\$80,491	\$120,347	\$39,856	49.52%

Stony Brook Elementary		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed	Dollar	%
<u></u>		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	Increase	Increase
			1010 1010							meredee	
TransportationMcKinney Vento	5102	\$1,500	\$0	\$1,500	\$16,188	\$0	\$6,025	\$0	\$0	\$0	0.00%
	0.02	\$1,500	\$0	\$1,500	\$16,188	\$0	\$6,025	\$0	\$0	\$0 \$0	0.00%
		ψ1,500	ΨΟ	ψ1,500	φ10,100	ΨΟ	ψ0,025	ΨΟ	ΨΟ	ΨΟ	0.0070
SE PreSchool Tuition	5087	\$394,716	\$443,216	\$437,454	\$361,704	\$355,631	\$264,942	\$367,845	\$371,906	\$4,061	1.10%
SE Out of District Tuition	5097	\$0	\$0	\$0	\$0 \$0	\$0 \$0	\$12,000	\$0 \$0	\$56,160	\$56,160	100.00%
SE Extended School Year Tuition	5093	\$8,000	\$8,000	\$8,500	\$8,779	\$9,100	\$9,100	\$14,574	\$2,880	-\$11,694	-80.24%
	0000	\$402,716	\$451,216	\$445,954	\$370,483	\$364,731	\$286,042	\$382,419	\$430,946	\$48,527	12.69%
SE Collaborative Assessment	5094	\$235	\$235	\$224	\$218	\$213	\$222	\$225	\$225	\$ 0	0.00%
SE Tuition Collaborative	5095	\$78,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
		\$78,235	\$235	\$224	\$218	\$213	\$222	\$225	\$225	\$ 0	0.00%
Salary Committee Secretary	5082	\$486	\$225	\$490	\$425	\$491	\$857	\$500	\$805	\$305	61.00%
Contracted Services Legal	5107	\$0	\$592	\$5,000	\$880	\$5,000	\$336	\$5,000	\$1,000	-\$4,000	-80.00%
Contracted Services Professional	5108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Other School Committee Expense	5083	\$750	\$790	\$400	\$116	\$800	\$830	\$800	\$800	\$0	0.00%
		\$1,236	\$1,607	\$5,890	\$1,421	\$6,291	\$2,023	\$6,300	\$2,605	-\$3,695	-58.65%
Salary Technology Support	5114	\$0	\$32,662	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	0.00%
		\$0	\$32,662	\$0	\$0	\$0	\$0	\$0	\$0	<i>\$0</i>	0.00%
Salaries Central Office	5086	\$155,963	\$152,469	\$156,905	\$157,140	\$152,208	\$152,837	\$164,277	\$163,072	-\$1,205	-0.73%
Other Central Office Expense	5085	\$15,669	\$19,000	\$15,572	\$15,185	\$15,449	\$14,668	\$17,454	\$29,983	\$12,529	71.78%
		\$171,632	\$171,469	\$172,477	\$172,325	\$167,657	\$167,505	\$181,731	\$193,055	\$11,324	6.23%
CIRCUIT BREAKER FY17	5087	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
CIRCUIT BREAKER FY18	5097	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
CIRCUIT BREAKER FY20	5087			-\$67,750	\$0	\$0	\$0	\$0	\$0		
CIRCUIT BREAKER FY22	5087							-\$150,500	\$0		
CIRCUIT BREAKER FY23	5087			-	-			\$0	-\$42,460		
RESERVED FOR NEGOTIATION				\$0	\$0	\$0	\$0	\$0	\$2,803		
PRE PAYMENT FY23 PRE K	5087								-\$50,000		
TUITION REVOLVING	5097								-\$50,234		
GRAND TOTAL		\$3,955,634	\$3,953,285	\$4,054,524	\$4,054,482	\$4,222,581	\$4,222,458	\$4,327,328	\$4,662,100	\$334,772	7.74%
<u></u>	egular Day		\$2,539,044	\$2,731,646		\$2,888,756		\$2,978,623	\$3,162,716	\$184,093	6.18%
	<u>SPED</u>	\$1,462,892	\$1,414,241	\$1,322,878	\$1,366,493	\$1,333,825	\$1,249,811	\$1,348,705	\$1,499,384	\$150,679	11.17%



Town of Brewster

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

<u>Memo</u>

To: Brewster Select Board From: Erika Mawn, Executive Assistant Date: June 23, 2023 Re: Re-Appointments to Boards and Committees

This memo will review the status of the Town of Brewster Board and Committee members whose term will end on June 30, 2023. Following the Select Board policy, the Chair of the Board/Committee was notified of members whose terms were expiring and were asked if they recommended their re-appointment. All members were then contacted to verify re-appointment to their current board or committee. This memo is to serve as a request for re-appointment and recommendation by the Board/Committee Chair to serve another term.

For those members that did not wish to be re-appointed, a vacancy will be added to the website. Once approved, appointment slips will be completed and submitted to the Town Clerk's office. All members will be notified that they must be sworn in prior to the next committee/board meeting.

Committee / Board	Member Name	Term
Affordable Housing Trust	Vanessa Greene (Housing Partnership Rep)	2-year term
	Antone Freitas (Planning Board Rep)	
	Paul Ruchinskas (CPC Rep)	
Alewife Committee	Gary Kaser	3-year term
Alewife Warden	Doug Erickson	1-year term
	Gary Kaser	
	William Lemaitre	
Bay Property Planning Committee	Amanda Bebrin (VPC Rep)	1-year term
	Patricia Hughes (Natural Resources Rep)	
	Thomas Wingard (Recreation Comm Rep)	
	Karl Fryzel	
	Peter Johnson	
	Caroline McCarley	
	Katie Miller-Jacobus	
	Clare O'Connor-Rice	
	John Phillips	
	Jan Crocker (Cultural Council Liaison)	
	Allyson Felix (Alternate)	

Member Re-appointments

Bicycle and Pedestrian Committee	Susan Riseman	3-year term
Board of Assessors	G. Howard Hayes	3-year term
Community Preservation Committee	Elizabeth Taylor (Planning Board member)	3-year term
Conservation Commission	Casey Chatelain Dannhauser	3-year term
	Bruce Evans	
	Gary Kaser	
Council on Aging	Jay Green	3-year term
	Penny Holeman	
Crosby Property Committee	Diana Lamb	3-year term
	Cate O'Neil	
Cultural Council	Richard Perry	3-year term
Golf Commission	Andrea Johnson	3-year term
	Anne O'Connell	
Historical Commission	George Boyd	3-year term
	Jeffrey Hayes	
Housing Partnership	Jillian Douglass	3-year term
	Vanessa Greene	
Human Services Committee	Deborah Blackman-Jacobs	3-year term
	Sean Parker	
	Lisa Perkins	
Natural Resources Advisory	Elizabeth Taylor	3-year term
Commission	Chris Williams	
Old Kings Highway Historic Committee	Tom Turcketta (Builder)	1-year term
Open Space Committee	Peter Herrmann	3-year term
	Don Keeran	
Pond Property Planning Committee	Cynthia Baran (Water Commissioners Rep)	1-year term
	Tim Hackert (Affordable Housing Rep)	
	Elizabeth Taylor (Open Space Rep)	
	Chris Williams (Natural Resources Rep)	
	Jan Crocker	
	Stephen Ferris	
	Katie Gregoire	
	Doug Wilcock	
	Suzanne Kenney (VPC liaison)	
	Anne Weirich (Alternate)	
	Melissa Lowe (MA Audubon Liaison)	
	Tino Kamarck (BCT Liaison)	
Recycling Commission	Susan Skidmore	3-year term
Stonybrook Millsites Committee	Doug Erickson	3-year term
	Roger O'Day	
Vision Planning Committee	Patricia Hess	3-year term
Water Quality Review Committee	Cynthia Baran	1-year term
	Bruce Evans	(staggered)
	Kimberly Crocker Pearson	
	Robert Michaels	
	Charlotte Degen	
Zoning Board of Appeals	Brian Harrison	3-year term

Select Board

Committee / Board	Member	Term
Audit Committee	David Whitney	3-year term
Bay Property Planning Committee	David Whitney	1-year term
	Mary Chaffee	
Pond Property Planning	Cindy Bingham	1-year term
Committee	Kari Hoffmann	
Water Quality Review Committee	Ned Chatelain	1-year term

Employee Re-appointments

Committee / Board	Member	Term
Cemetery Commission	James Jones	3-year term
Crosby Property Committee	Peter Lombardi	1-year term
HOME Consortium Barnstable	Donna Kalinick (alternate)	1-year term
County		
Tree Warden	Josh Sargeant	1-year term
Tri-Town Groundwater Protection	Peter Lombardi	3-year term
Water Quality Review Committee	F. Davis Walters	1-year term
	Any Von Hone	

Vacancies

Committee / Board	Number of Vacancies
All Access Citizens	4 Openings
Archivist	1 Opening
Bicycle and Pedestrian Committee	2 Openings
Council on Aging Board	3 Openings (1 Member / 2 Alternates)
Crosby Advisory Committee	2 Openings
Cultural Council	1 Opening
Golf Commission	1 Opening
Brewster Housing Partnership	1 Opening
Health and Human Services	1 Opening
Natural Resources Advisory Commission	2 Opening
Open Space Committee	2 Openings
Zoning Board of Appeals	4 Openings (Alternates)

FY24 BREWSTER SELECT BOARD LEADERSHIP & LIAISON ASSIGNMENTS

A. Leadership

Position	FY2024
Chair, Select Board	Ned Chatelain
Vice-Chair, Select Board	Mary Chaffee
Clerk, Select Board	Kari Hoffmann
	Dave Whitney
	Cindy Bingham
Town Manager	Peter Lombardi

B. Liaison Assignments

Committee/Board/Commission	Elected / Appointed	# of Members	FY2022
Affordable Housing Trust (voting member)	Appointed	7	N. Chatelain
Agricultural Commission	Appointed	7	N. Chatelain
Alewife Committee	Appointed	3	K. Hoffmann
All Access Citizens Committee	Appointed	5	C. Bingham
Barnstable County Human Rights Advisory	Appointed	1 Liaison	M. Chaffee
Commission			
Bay Property Planning Committee (2 voting members)	Appointed	11	D. Whitney
			M. Chaffee
Bicycle & Pedestrian Committee	Appointed	Up to 7	D. Whitney
Board of Assessors	Appointed	3	M. Chaffee
Board of Health	Elected	5	M. Chaffee
Brewster Housing Authority	Elected	5	C. Bingham
Brewster Housing Partnership	Appointed	7	C. Bingham
Brewster Ladies Library	-	-	D. Whitney
Brewster School Committee	Elected	5	K. Hoffmann
Cable Television Advisory Committee	Appointed	7	Dissolved
Cape Cod Technical High School	Elected	2 Representatives	D. Whitney
Cape Cod Water Protection Collaborative	Appointed	1 Representative	INACTIVE
Capital Planning Committee	Appointed	5 (3 citizens, Treasurer & TM)	D. Whitney
CC & I Water Protection Fund Board	Appointed	15	N. Chatelain
Cemetery Commission	Appointed	3	M. Chaffee
Community Center Study Committee	Appointed		DISSOLVED
Community Preservation Committee	Appointed	9 total; 4 SB appointees	C. Bingham
Conservation Commission	Appointed	7	D. Whitney
Council on Aging	Appointed	9 (Two Alternates)	C. Bingham
Crosby Advisory Committee	-	5	C. Bingham

Committee/Board/Commission	Elected / Appointed	# of Members	FY2022
Cultural Council	Appointed	7	K. Hoffmann
Drummer Boy Park Advisory Committee	Appointed	7	D. Whitney
Energy & Climate Action Committee	Appointed	7	C. Bingham
Finance Committee	Moderator Appt.	9	D. Whitney
Golf Commission	Appointed	7	D. Whitney
Historical Commission	Appointed	5	N. Chatelain
Historic District Committee	Elected	5 (up to 7 with 2 alternates)	N. Chatelain
Health & Human Services Committee	Appointed	9	K. Hoffmann
Mill-sites Committee	Appointed	7	C. Bingham
Natural Resources Advisory Commission	Appointed	7 to 9	M. Chaffee
Nauset Regional School Committee	Elected	4	K. Hoffmann
Open Space Committee	Appointed	9	M. Chaffee
Planning Board	Elected	7	N. Chatelain
Pond Property Planning Committee (2 voting	Appointed	10 (2 SB Representatives)	K. Hoffmann
members)			C. Bingham
Recreation Commission	Elected	5	K. Hoffmann
Recycling Commission	Appointed	7	M. Chaffee
Regional Transit Authority	Appointed	1 Brewster Rep.	P. Lombardi
Tri-Town Septage Plant Board of Managers	Appointed	1	P. Lombardi
Vision Planning Committee	Appointed	7	K. Hoffmann
Water Commissioners	Appointed	3	M. Chaffee
Water Resource Task Force	TM Appointed		N. Chatelain
Water Quality Review Comm. (voting member)	Appointed	7	N. Chatelain
Website Update Committee	Assigned	6	Disbanded
Zoning Board of Appeals	Appointed	9 (5 regular & 4 alternate)	N. Chatelain

Committees not on list:

Cape & Vineyard Electric Cooperative Cape Light Compact Cape Light Compact Joint Power Entity CCC/ Coastal Resources Committee Old Kings Highway District Committee Pleasant Bay Watershed Technical Advisory Committee Tri-Town Septage Plant Board of Managers Regional Transit Authority

- 1 Representative (Charles Hanson)
- 1 Representative (Colin Odell)
- 1 Representative (Colin Odell)
- 1 Representative (Chris Miller)
- 5 Members (Elected)
- 2 Representatives (Chris Miller & Amy Von Hone)
- 1 Appointment (Peter Lombardi)
- 1 Appointment (Peter Lombardi)



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

Office of: Select Board and **Town Administrator**

SELECT BOARD LIAISON POLICY

Policy no. 62 Date adopted: July 6, 2020 Amended:

- **A. PURPOSE.** Brewster Select Board members act as liaisons to Town boards, committees, and commissions to facilitate effective communication between those groups, the Select Board, and Town administration.
- B. LIAISON ROLE. A Select Board Liaison will:
 - 1. Establish a working relationship with the chair of each public body to which they are assigned and be available for consultation as needed.
 - 2. Announce board, committee, and commission activities likely to be of interest to the public during "Select Board Announcements and Liaison Reports" at Select Board meetings.
 - 3. Participate in board, committee, and commission meetings when that participation facilitates communication and action, when feasible.
 - 4. Provide guidance to boards, committees, and commissions to facilitate progress on activities.
 - 5. Serve as a resource to their assigned boards, committees, and commissions.
 - 6. Inform the Town Administrator of board, committee, or commission issues and activities that the Town Administrator should be aware of or engaged in.
 - 7. Not be a voting member of the board, committee, or commission unless so specified.
 - 8. Speak as an individual Select Board member when participating in board, committee, or commission meetings, and not representing the voice of the full Select Board.
 - 9. Be included on the meeting agenda distribution list for the public bodies they are assigned to.

C. APPOINTMENTS.

- 1. Following reorganization of Select Board leadership after an annual Town election, the Select Board Chair will make liaison assignments.
- 2. Select Board members will be invited to request specific assignments and the Chair will accommodate requests where possible.
- 3. When assignments are made, Select Board members are encouraged to contact the chair of each assigned group to inform that chair of the liaison assignment.

Approved by the Brewster Select Board July 6, 2020

Mary Chaffee, Chair

CABinghom Cynthia Bingham, Clerk

Benjamin deRuyter Benjamin deRuyter, Vice Chair David Whitney

David Whitney

Edward B Chatelain

Edward Chatelain

For Your Information (FYIs)

- 1. Health and Human Services Reports
 - a. Alzheimer's Family Support Center
 - b. Cape Abilities
 - c. Family Pantry
 - d. Children's Place
 - e. Lower Cape Outreach
 - f. Outer Cape Health Services
- 2. Council on Aging Committee Recommendations
 - a. Eva Orman (Alternate)
 - b. Honey Pivirotto
 - c. Jan Crocker (Alternate)
- 3. Golf Commission Recommendation
 - a. Joseph Paggi
- 4. May 2023 Housing Coordinator Update
- 5. MassPRIM Performance Update
- 6. Xfinity Notice of Changes



BREWSTER HUMAN SERVICES FY23 SEMI-ANNUAL REPORTING (1st HALF)

AFSC services are now being offered both in-person and virtually.

Services offered during period:

Virtual Groups, Caregiv	er	12 groups @ \$100 per group		\$1200
Virtual Groups, PWD		12 groups @ \$100 per group		\$1200
In-person Groups, Care	giver	12 groups @ \$100 per group		\$1200
In-person Groups, PWE) 12 gro	ups @ \$100 per group	\$1200	
Bereavement Services		6 groups @ \$100 per group		\$600
Consultations		50 hrs @ \$50 per hour		\$2500
Phone support	77 hou	rs @ \$25 per hour	\$1925	
Savvy Caregiver	12 hou	rs @ \$50 per hour	\$600	
Advanced Savvy Caregi	ver	12 hours @ \$50 per hour		\$600
Social/Cultural Progran	าร			\$1000
Cognitive Health Scree	nings			\$200
Insurance/SHINE Suppo	ort	15 hours		0

# OF BREWSTER CLIENTS SERVED:		157
COST OF SERVICE:		\$12,325
BREWSTER HS GRANT FY23 SEMI-ANNUAL AMOUNT:	\$5500	

TOWN OF BREWSTER

NAME OF ORGANIZATION:

Cape Abilities

\$3,500

27

01/01/23 to 06/30/23

ADDRESS:

PERIOD:

AMOUNT DUE:

NUMBER OF CLIENTS SERVED:

TYPE OF SERVICE:

NUMBER OF HOURS:

Rehabilitation services for individuals with disabilities

895 Mary Dunn Road, Hyannis, MA 02601

6 hours per day

6/6/23, 2:37 PM					Reporting							
ï	Tuesday, June 6, 2023									13 Janet S	tolzer	Logout
	Admin.TheFamilyPa	ntry	. com		Home	Client Mar	-	Reporting	Food In	ventory	Volunte	er Trainin 🏠
VOIR FACE Annual Consult Voir The Voir Consult Voir Consu	Reporting						127					
メ	Client Visit Report											
X)	Loca	tion	All Locatio	ns				•			Run Reş	ort
	Start I)ate	01/01/2023									
	End D	ate	06/30/2023									
	Report T	ype	Sumn	nary	Detail							
	City	Client	Client Adult	Client 65Plus	Client Child	Client NoDOB	AFM Adults	AFM Children	AFM 65Plus	AFM NoDOB	House Total	# Bags
	BARNSTABLE TOTALS	4920	4425	491	3	1	4775	4025	368	0	14088	14595
	BOURNE TOTALS	21	21	0	0	0	26	37	7	0	91	77
	BREWSTER TOTALS	813	427	386	0	0	338	345	97	0	1593	2116
	CHATHAM TOTALS	560	404	156	0	0	2 9 9	241	32	0	1132	1494
	DENNIS TOTALS	1709	1151	554	4	0	1028	1010	223	0	3970	4717
	EASTHAM TOTALS	384	200	184	0	0	184	144	58	24	794	1002
	FALL RIVER TOTALS	2	2	0	0	0	4	4	0	0	10	8
	FALMOUTH TOTALS	66	57	8	0	1	51	45	10	8	180	211
	HARWICH TOTALS	1742	1329	413	0	0	832	648	156	0	3378	4595
	MARTHAS VINEYARD TOTALS	1	1	0	0	0	0	0	0	0	1	2

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MASHPEE TOTALS

ORLEANS TOTALS

OTHER TOTALS

NANTUCKET TOTALS

NEW BEDFORD TOTALS

PROVINCETOWN TOTALS

SANDWICH TOTALS

WELLFLEET TOTALS

YARMOUTH TOTALS

TRURO TOTALS

Reporting

Client Manager

Reporting

Food Inventory

13		1	
	Janet Stolzer	Logou	t

Volunteer Trainin

Reporting

Tuesday, June 6, 2023

X

Distinct Clients Report

Admin. The FamilyPantry.com

φ	Location	All Locations	*	Run Report
	Start Date	01/01/2023		
	End Date	06/30/2023		

Home

Report Type

Summary Detail

City		Client	Client Adult	Client 65Plus	Client Child	Client NoDOB	AFM Adults	AFM 65Plus	AFM Children	AFM NoDOB	Household Total
	BARNSTABLE TOTALS	1417	1295	119	2	1	1239	90	1075	0	3821
	BOURNE TOTALS	8	8	0	0	0	7	2	13	0	30
	BREWSTER TOTALS	228	141	87	0	0	95	24	89	0	436
	CHATHAM TOTALS	162	126	36	0	0	95	9	82	0	349
	DENNIS TOTALS	444	317	126	1	0	269	53	259	0	1025
	EASTHAM TOTALS	110	64	46	0	0	50	16	38	6	220
	FALL RIVER TOTALS	1	1	0	0	0	2	0	2	0	5
	FALMOUTH TOTALS	24	20	3	0	1	15	1	14	8	62
	HARWICH TOTALS	335	235	100	0	0	207	33	160	0	735
	MARTHAS VINEYARD TOTALS	1	1	0	0	0	0	0	0	0	1
	MASHPEE TOTALS	41	38	3	0	0	28	4	33	0	106
	NANTUCKET TOTALS	1	1	0	o	0	0	0	0	0	1
	NEW BEDFORD TOTALS	5	5	0	0	0	8	1	4	0	18
	ORLEANS TOTALS	124	62	62	0	0	46	12	36	0	218
	OTHER TOTALS	70	49	21	0	0	60	13	53	0	196
	PROVINCETOWN TOTALS	101	57	44	0	0	45	2	26	0	174
	SANDWICH TOTALS	29	24	5	0	0	18	5	23	0	75
	TRURO TOTALS	25	21	4	0	0	17	1	4	0	47
	WELLFLEET TOTALS	27	23	4	0	0	19	7	6	0	59
	YARMOUTH TOTALS	616	539	75	1	1	523	52	489	3	1683
		3769	3027	735	4	3	2744	325	2406	17	9261

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Cape Cod Children's Place, Inc.

A place where children and families learn and grow.

June 08, 2023

Town of Brewster Human Services Committee Attn: Conor Kenny 2198 Main Street Brewster, MA 02631-1898

Dear Brewster Human Service Committee:

Please pay the Cape Cod Children's Place the sum of 5,250.00 for services provided during the second half of FY23. This sum is the second (January 1, 2023 to June 30, 2023) payment from a grant awarded to our agency from the Human Services Committee to support the operation of a family resource and referral center providing support for families with young children ages 1 month – 5 years for the residents of Brewster. During the period, we awarded and managed subsidies to 5 Brewster children and provided early childhood education services to 4 Brewster children. We also offered 10 Parent/Caregiver Education & Support Programs and 35 Parent-Child Engagement Programs to Brewster residents.

We appreciate your support to help defray the costs of childcare and family support services for this much-needed program for Brewster residents.

Thank you,

Cindy Horgan

Director

10 Ballwic Road • Post Office Box 1935 • N. Eastham. MA 02651 Phone (508) 240-3310 • (800) 871-9535 • Fax (508) 240-2352 www.capecodchildrensplace.com

Lower Cape Outreach Council, Inc. REPORT TO THE TOWN OF BREWSTER FISCAL YEAR 2023

Quarter:	1. Jul - Sept.	2. Oct - Dec	3. Jan - Mar	4. Apr - Jun	Year to Date
Service Provided					
Cash Assistance	\$19,066.34	\$28,096.00	\$49,470.31	\$26,179.37	\$122,812.02
# of Households **	44	56	93	50	243
Food: Value in \$	\$26,867.50	\$31,102.50	\$29,823.75	\$28,847.50	\$116,641.25
# of Orders **	183	208	226	188	805
# of Adults	131	167	260	167	725
# of Children	120	110		122	352
# of Seniors	87	56	80	63	286
Thanksgiving Baskets in \$	\$0.00	\$2,700.00			\$2,700.00
# of Orders **	0	27			27
# of People	0	71			71
Clothing Value in \$	\$2,342.50	\$3,112.50	\$3,377.50	\$2,947.50	\$11,780.00
# of Orders **	41	51	60	60	212
# of Adults	34	36	36	34	140
# of Children	19	29	22	22	92
# of Seniors	4	5	7	7	4
Holiday Toys Value in \$	\$0.00	\$1,350.00			
# of Families **	0	18			
# of Children	0	31			
** Total Units of Service	268	360	379	298	1287
Value per Unit of Service	\$180.14	\$184.34	\$218.13	\$194.54	\$197.31
TOTAL CASH VALUE	\$48,276.34	\$66,361.00	\$82,671.56	\$57,974.37	\$253,933.27



Name	Town of Brewster			Date	6/13/2023
	2198 Main Street				0,10,2020
City	Brewster State MA	Zip	02631		
	Diewstei Otate MA	Σip	02001		
Phone					FY23-02
					
DESCRIF	PTION				
	Services provided for period		1/1/2023 to	6/30/2023	
*Total Clie	ents Served for Brewster			984	
			-		
*Number	of Uninsured or Underinsured	1		244	
	residents seen at OCHS	1	•	241	_
Diewster					

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Ap	plican	nt Nam	e Requested Committee
1.	a.	Applic	RK REVIEW cant is a registered Brewster voter: Yes No confirmed
2.	-		ARD LIAISON RECOMMENDATION TO SELECT BOARD t Board Liaison Applicant Interview: Interviewer name (Select Board Liaison): Interview date:
		iii. iv. v.	t Board Liaison Consultation with Committee Chair: Committee Chair name: Consultation date: Did Committee Chair also interview applicant? Yes No At least 1 Brewster reference contacted: Yes No
			t Board Liaison Recommendation:
		ii.	Recommend appointment to other committee that is a better fit for applicant qualifications.
		iii.	Recommend holding application for future opening.
		iv.	Not recommended.
3.		At a S	DARD ACTION Select Board meeting held , the Applicant was appointed to erm ending year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1.	Applicant name:
2.	Address:
3.	Phone Numbers: Home: Cell:
4.	Email:
5.	This is an application for: Full member status
6.	Are you a full-time Brewster resident? Yes No
7.	Years you've lived in Brewster:
8.	Are you registered to vote in Brewster? Yes No
9.	Committees you are interested in serving on in order of preference: a b. c

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion

11.OCCUPATION: _____

Active	Retired	Not currently working
--------	---------	-----------------------

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

Name of Employer	Job Title	Dates of Employment

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

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

a. Organizations and dates:

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

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

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



- 18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed) Yes No
- 19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):
 - a. Name: Address: Address: Phone: Address Email: Relationship to you:
 - b. Name: Address:
 Phone:
 Email:
 Relationship to you:

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

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

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

Signature:	Date:	
------------	-------	--

Eva M. Orman

90 Seaview Road

SUMMARY

Advanced degrees in gerontology followed by a decade of hands-on experience leading the community Outreach and Volunteer Coordination functions at the Chatham, MA Council on Aging. Well-versed in best practices and protocols necessary to ensure high quality of life, both at the individual and program level. Have a demonstrated track record as a skilled senior-level manager, thought leader, team builder and innovator in crafting creative and practical solutions to the needs of Chatham's oldest. Extensive experience in building and nurturing volunteer and philanthropic organizations and collaboration with town management and board members developing and implementing strategic plans. Known for: attention to detail; adherence to budgets; clear-headed and compelling communication. Overall, a compassionate champion of home and community-based aging services.

EXPERIENCE

Interim Director, Chatham Council on Aging

Town of Chatham, MA

November 2021 - October 2022 (1 year)

- Following the unexpected resignation of the COA Director, was appointed Interim Director by the Town Manager.
- Despite a nearly year-long staff deficit, demonstrated leadership and reassurance to the town's older residents by successfully and seamlessly managing all aspects of the Chatham COA in a manner such that no significant programs, activities, or community services were eliminated or put on hold.
- Worked closely with the COA Boards to secure grant funding and execute renovation and upgrading of a new computer lab.
- Successfully managed a rebranding process which resulted in a COA name change to the "Chatham Center for Active Living".
- Facilitated engagement and training of new full and part-time staff members.
- Prepared for and supervised the post-COVID reopening of the COA building to the public.

Recognized for exemplary service by the Chatham COA Board of Directors with the following resolution on September 12, 2022:

Whereas: Eva Orman has served as Interim Director of the Chatham Council on Aging since the resignation of Director Mandi Speakman; and Whereas: Eva has performed with excellence and dedication during this period; and Whereas Eva has had to contend with staff shortages, Covid restrictions and inadequate facilities; and Whereas: Eva has resolved problems with creativity and energy; Therefore, it is hereby resolved: That the Chatham Council on Aging Board of Trustees wishes to express its heartfelt thanks and appreciation to Eva Orman for her leadership, guidance, tireless service, and outstanding performance as Interim Director.

Outreach Coordinator, Chatham Council on Aging

August 2012 – October 2021 (9 years, 3 months)

Gerontologist and Geriatric Care Manager working with older community members, ages 60-105, living independently in their homes. Providing advocacy, interventions and program administration to ensure a high quality of life. Innovator of programs such as "Pantry to People" and "Healthy Meals in Motion," providing food delivery service through a partnership with the Family Pantry of Cape Cod. Advocate for, and represent, older women who are survivors of domestic abuse. Served as a community resource, securing financial literacy training and late-life financial support. Provided older adult crisis management, often partnering with the Chatham Police, to offer assessment and guidance and to ensure appropriate referrals, especially in matters of cognitive impairment. Adept at advising at-risk older adults and assisting them navigate through the Adult Protective Services network. A powerful, effective and influential advocate representing the oldest old in Chatham and Cape Cod.

In response to an unmet need for coordinated response to adults in crisis, co-founded the Chatham Elder Working Group with leaders from Chatham Police & Fire Departments, Board of Health, and Chatham Housing Authority. Since its founding in 2015, this team has been highly effective and efficient in providing rapid response to the emergent needs of Chatham seniors and their families. At their request, along with other leaders of the Chatham team, presented an overview of the group's inner workings, best practices and successful outcomes at the 2021 annual meeting of the Massachusetts Councils on Aging (MCOA).

Volunteer Coordinator, Hospice & Palliative Care of Cape Cod

2004-2008 (5 years) Combining 20 years of retail management expertise and volunteer training, developed a retail enterprise that complemented the hospice agency mission, delivered incremental revenue and expanded the donor base.

Regional Volunteer & Site Director, Pan-Mass Challenge

1983-2003 (21 years)

Created a lasting foundation and infrastructure, as well as community relationships throughout Cape Cod, on behalf of the PMC to ensure a safe, successful conclusion for the charity cycling event. The groundwork laid through my innovation and vision remains in place today, allowing for continuing event success.

EDUCATION

University of Florida, College of Public Health and Health Professions Graduate Certificate, Geriatric Care Management, Gerontology

University of Massachusetts, Boston Master of Science/Summa Cum Laude, Gerontology, McCormack Graduate School

University of Massachusetts, Boston Bachelor of Arts/Summa Cum Laude, Public and Community Service

Cape Cod Community College Associate of Science, Web/Multimedia Management and Webmaster

LICENSES AND CERTIFICATIONS

Massachusetts Behavior Health Certificate Program, Boston University Center for Aging and Disability Education and Research (CADER)

Person Center Case Management Certificate, Boston University Center for Aging and Disability Education and Research (CADER)

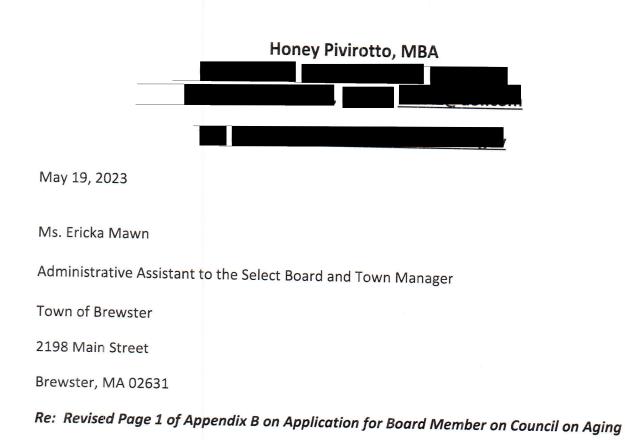
Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name		nt Nam	e Requested Committee
1.	a.	Applic	RK REVIEW cant is a registered Brewster voter: Yes No confirmed
2.	-		ARD LIAISON RECOMMENDATION TO SELECT BOARD t Board Liaison Applicant Interview: Interviewer name (Select Board Liaison): Interview date:
		iii. iv. v.	t Board Liaison Consultation with Committee Chair: Committee Chair name: Consultation date: Did Committee Chair also interview applicant? Yes No At least 1 Brewster reference contacted: Yes No
			t Board Liaison Recommendation:
		ii.	Recommend appointment to other committee that is a better fit for applicant qualifications.
		iii.	Recommend holding application for future opening.
		iv.	Not recommended.
3.		At a S	DARD ACTION Select Board meeting held , the Applicant was appointed to erm ending year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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



Dear Ms. Mawn:

Please consider this my revised Letter of Interest accompanying the required SELECT BOARD COMMITTEE APPOINTMENT APPLICATION form enclosed for the newly VACATED full member status board member position to the Council on Aging.

On May 1, 2023, I submitted the full application plus my CV to be considered with my application for the newly created alternate status position. Subsequently, one of the members has resigned vacating a full-time member position on the COA Board triggering my revised application.

Kindly advise if there is any additional information I can provide and the status of my application.

Again, I appreciate consideration of my application for a full member status position.

Best regards Honey Pivirotto

Enclosures (1)

1 | Page

Honey Pivirotto, MBA

PROFILE:

I have lived in Brewster full time since June 2017 in a house we bought in 2013. Brewster is dear to my heart as I visited my Uncle David Lamb on Great Fields Road in Brewster starting when I was 8 years old. I am retired and interested in limited volunteering. I offer more than 40 years of financial, operational and strategic management expertise in both the public and private sectors as an employee and a consultant. I have also served in a number of volunteer roles including the Finance Committee and the Planning & Zoning Committee in Oro Valley, AZ where I lived for 21 years plus a grant reviewer for the Southern Arizona Foundation. Since moving to Cape Cod, I have participated with the League of Women Voters on Cape Cod, Health Committee, and volunteered with the town of Brewster as Chair of the Audit Committee and a member of the Finance Committee.

SELECTED HIGHLIGHTS FROM CONSULTING BUSINESS:

- Technical partner on team established by national firm to develop successful proposal to administer \$700 million in Medicaid funds assuring delivery of integrated health care services to individuals with behavioral health conditions and special strategies for individuals in justice systems.
- Identification of strategies to reduce risk and unnecessary costs in correctional settings through leveraging HITECH and Affordable Care Acts.
- Development of strategies to maximize reimbursement to hospitals, skilled nursing facilities, home health agencies and physician offices.
- Appointed as the Receiver by the CT Superior Court with responsibility for skilled nursing facilities, adoption agencies and other regulated entities requiring immediate stabilizing of business and operations with transition the organization to another owner or to closure.
- Technical expert for Receiver appointed by Federal Bankruptcy Court with responsibility for preservation of assets over a three year period of litigation involving secured creditors.
- Lead for a team of attorneys, CPAs and other specialists completing feasibility studies, regulatory appeals and due diligence reviews for acquisitions of health care businesses.
- Expert financial witness in rate setting litigation for health care providers.
- Development of strategies to effectively address multi-faceted business and operational issues triggering regulatory intervention with the operation of health care providers.
- Partnered with major national accounting and consulting firm to develop prospective payment statute and regulatory framework for Advisory Group appointed by the Governor of the State of Connecticut.
- Senior team participant representing the finance operation in the customization and implementation of software for a 450 bed teaching hospital with a history of unsuccessful conversions.

PROFESSIONAL EMPLOYMENT HISTORY:

September 1999 – November 2013 (14 years 3 months) Pima County, Arizona Assistant County Administrator – focus Health Policy and Operations including hospital, skilled nursing facility, home health agency and health operations in adult and juvenile detention facilities

Director, Commission on Hospitals and Health Care, State of Connecticut – 1984 to 1986 Served as Administrator of quasi-judicial agency with three Commissioners appointed by the Governor of Connecticut

- In consultation with the Assistant Attorney Generals assigned to provide legal advice to this agency, directed the work of more than 60 financial analysts and health planners in their review, analysis and final decisions post formal hearings to be issued by this regulatory body.
- Filings included operating and capital budgets totaling several billion dollars, related compliance documents and hundreds of millions of Certificates of Need for capital projects, medical equipment and service changes for acute care general hospitals, skilled nursing facilities, home health agencies and physicians.
- Served as preceptor for interns from University of Connecticut and Yale School of Public Health on the analytical processes and legal proceedings including preparation of court dockets and testified in cases on which disputes were filed with Connecticut Superior Court.

Administrative and Financial Management Positions at four community non-profit hospitals from 1976 to 1984 when recruited to direct operations of the state regulatory agency

- Internal Auditor and Financial Analyst New Britain General Hospital
- Director of Budget and Reimbursement and Traveling Chief Financial Officer Mt. Sinai Hospital as well as World War II Veterans Memorial Hospital in Meriden
- Chief Financial Officer and Assistant Administrator Johnson Memorial Hospital

Cost Accounting Manager and various financial positions for Roytype Division of Litton Industries in Hartford, CT from 1970 to 1976 when recruited by New Britain General Hospital

FORMAL EDUCATION:

University of Hartford 1971 to 1986, BS in Accounting; MBA in Finance

SAMPLING OF VOLUNTEER ACTIVITIES:

- ELDER Alliance -- coalition facilitated by United Way of Southern Arizona current
- Community Foundation of Southern Arizona End of Life Grants current
- Healthcare Financial Management Association member 1976, Board member 1984
- Treasurer and President of CT Chapter 1990 92 and founder of Scholarship fund
- Parents Anonymous Connecticut, Treasurer 1984 1988

HONORS, AWARDS AND RECOGNITIONS:

Special Recognition from Pima County Sheriff's Department, December 2013

 Recognition for work on linkage of electronic health record used for treatment of individuals in county jail with statewide health information exchange initiative with bidirectional connectivity to reduce risk and unnecessary costs of treating individuals at the 2400 bed jail.

Award for sustained commitment to Health Information Exchange issued by Southern Arizona Health Information Exchange, April 2011

 Recognition for years of support and advocacy for development of a statewide health information exchange that included traditional health care providers such as hospitals, physicians, and clinics but also recognized the silos of health care providers in county jails, juvenile detention centers, state prisons and public health centers

Certificate of Appreciation for role in statewide HIE development awarded by Arizona Health Care Cost Containment System (AHCCCS) – State Medicaid Program, 2010

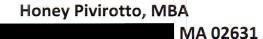
• Recognition for playing an instrumental role in the creation, implementation, and ongoing leadership of Arizona's first statewide health information exchange

Recognition from Oro Valley for Service on Planning & Zoning Committee from 2006 to 2008

Recognition from Oro Valley for Service on Budget & Bond Committee including Chair 2003 to 2005

Common Ground Award in 2005

 Recognition for extensive work on Community Dialogue on Kino Community Hospital resulting from extensive community interaction and strategic discussions and research beginning with my work as Hospital Administrator in 1999 and continuing through a successful transition of hospital operations to the physician faculty of the University of Arizona, College of Medicine in June 2004



Cell: _____, Email: _____

Recognition for Crisis Intervention Project Participation from University of Arizona, Behavioral Health Sciences, 2003

• Participation in a community wide discussion of the importance of crisis teams and specialized training for a wide variety of individuals including police officers on the management of responses to an individual in crisis in the community

State Founder's Awards - Muncie Gold, Silver and Bronze from Healthcare Financial Management Association

• Achievement within the healthcare management was recognized with three Founder's Awards including a Follmer bronze award in 1990; a Reeves silver award in 1992 and a Muncie Gold Award in 1995.

Dedicated Service Award from Healthcare Financial Management Association, 1998

 Recognition of work since 1976 with multiple hospital systems experiencing distress and with the State regulatory quasi- judicial agency with oversight of budgets, rates and Certificates of Need FINAL Select Bd Appt Policy; version Oct. 28

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

		,
	1.	Applicant name: Honey Pivirotto
		Address:
	3.	Phone Numbers: Home: Cell: Cell:
	4.	Email: Frances I
K	5.	This is an application for: Full member status X Alternate status
11	6.	Are you a full-time Brewster resident? X Yes No
	7.	Years you've lived in Brewster: 6 full time + 4 part time
	8.	Are you registered to vote in Brewster? X Yes No
	9.	Committees you are interested in serving on in order of preference: a Council on Aging b. c

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion
Univ. of Hartford	BS Accounting; MBA Finanace	1986

11. OCCUPATION: ____

 100
Activo
Active

X Retired

Not currently working

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

Name of Employer	Job Title	Dates of Employment
see CV/Resume enclosed		

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

- Audit Committee Chair
- Finance Committee
- Liaison to Council on Aging for duration of membership on FINCOM
- Liaison to Vision/LCP Committee for duration of membership on FINCOM

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

a. Organizations and dates:

League of Women Voters Cape Cod chapter - 5 years - Health Committee participated in forum design and production on Common Start legislation re daycare legislation in 2022 and Preventing Youth Suicide - with 3 local youth as featured presenters 3/28/23

see CV/resume enclosed

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

I have a strong interest in leveraging resources to optimize the health and well being of the aging population in Brewster including active participation in intergenerational activities as well as involvement with planning and participating in community decisions. I would like to use my experiences in Brewster and my professional as well as personal life to provide support to the new Director and COA board in whatever manner will be most helpful as work is underway to complete the next five year plan for COA as well as to implement initiatives approved by the Select Board and Town Manager's office.

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

I have worked in the health and human services environment with people of all ages for the last 40 years identifying best practices, key legislative changes, regulatory compliance issues and funding streams. I have had both professional and personal experience with the challenges individuals face with financial and service needs including chronic disease management, end of life care and strategies for optimizing health and well being.

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



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

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

a.	Name: Charles Sumner
	Address:
	Phone:
	Email:
	Relationship to you: appointing authority for FINCOM position
b.	Name: Cindy Bingham
	Address:
	Phone:
	Email:

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

Please reference attached CV and thank you for your consideration.

Relationship to you: fellow liaison to COA from Select Board

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

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

Date: May 1,2023 Signature:

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name		nt Nam	e Requested Committee
1.	a.	Applic	RK REVIEW cant is a registered Brewster voter: Yes No confirmed
2.	-		ARD LIAISON RECOMMENDATION TO SELECT BOARD t Board Liaison Applicant Interview: Interviewer name (Select Board Liaison): Interview date:
		iii. iv. v.	t Board Liaison Consultation with Committee Chair: Committee Chair name: Consultation date: Did Committee Chair also interview applicant? Yes No At least 1 Brewster reference contacted: Yes No
			t Board Liaison Recommendation:
		ii.	Recommend appointment to other committee that is a better fit for applicant qualifications.
		iii.	Recommend holding application for future opening.
		iv.	Not recommended.
3.		At a S	DARD ACTION Select Board meeting held , the Applicant was appointed to erm ending year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1.	Applicant name:
2.	Address:
3.	Phone Numbers: Home: Cell:
4.	Email:
5.	This is an application for: Full member status
6.	Are you a full-time Brewster resident? Yes No
7.	Years you've lived in Brewster:
8.	Are you registered to vote in Brewster? Yes No
9.	Committees you are interested in serving on in order of preference: a b. c

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion	

11.OCCUPATION: _____

Active	Retired	Not currently working
--------	---------	-----------------------

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

Name of Employer	Job Title	Dates of Employment

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

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

a. Organizations and dates:

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

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

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



- 18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed) Yes No
- 19. LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):
 - a. Name: Address: Phone: Email: Relationship to you:
 - b. Name: Address: Phone: Email: Relationship to you:

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

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

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

Signature:	Date	
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Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Ap	plican	it Nam	e Requested Committee
1.	a.	Applic	RK REVIEW cant is a registered Brewster voter: Yes No confirmed
2.	-		ARD LIAISON RECOMMENDATION TO SELECT BOARD t Board Liaison Applicant Interview: Interviewer name (Select Board Liaison): Interview date:
		iii. iv. v.	t Board Liaison Consultation with Committee Chair: Committee Chair name: Consultation date: Did Committee Chair also interview applicant? Yes No
			t Board Liaison Recommendation:
		ii.	Recommend appointment to other committee that is a better fit for applicant qualifications.
		iii.	Recommend holding application for future opening.
		iv.	Not recommended.
3.		At a S	ARD ACTION Select Board meeting held , the Applicant was appointed to erm ending year term.

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

FROM THE DESK OF JOSEPh Paggi

April 21, 2023

Erika Mawn Executive Assistant Town Manager/Select Board Office Town of Brewster 2198 Main St. Brewster, Ma 02631

Dear Ms Mawn

Enclosed please find an Application to the Select Board for an appointment to fill the vacancy on the Golf Commission.

Thanks for your prompt response to my initial correspondence.

If I need to do anything else, please do not hesitate to contact me.

vours truly Joseph Paggi

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1.	Applicant name: Joseph Paggi
2.	Address:
3.	Phone Numbers: Home: Cell:
4.	Email: 1.1.55.1.1.7 - 5.1.1.1.1.1.1.
5.	This is an application for: X Full member status
6.	Are you a full-time Brewster resident? X Yes No
7.	Years you've lived in Brewster: 7
8.	Are you registered to vote in Brewster? X Yes No
9.	Committees you are interested in serving on in order of preference: a Golf Commission b c

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion
Manhattan College	Bachelor of Civil Engineering	May 1972

11. OCCUPATION:

X Retired

Not currently working

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

Name of Employer	Job Title	Dates of Employment
Paggi and Martin Engineers	Partner	1978 - 2015

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

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

a. Organizations and dates:

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

I have a passion for the game of Golf and the Captains Facility. I would like to lend assistance to the Commssion to see that both the game and the Facility prosper in the future.

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

In my Civil Engineering practice of some 35 years, I represented 3 municipalities as my largest clients. In the process I worked very closely with the Towns various departments. My technical background, and knowledge of Town practices would allow me to offer the Commission, and the Staff a unique perspective.

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



- 18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed) Yes X No
- 19.LOCAL REFERENCES: Please provide the names and contact information for references (Brewster residents preferred):

a.	Name: John Roman
	Address:
	Phone:
	Email
	Relationship to you: Neighbor/friend
b.	Name: Bob Young
	Address: Brewster resident
	Phone:
	Email:
	Relationship to you: Iriend

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

I am a 8 year member of Captains, playing 100+ rounds per year. I understand the unique challenges the course has (non golf related) and feel I could offer assistance in meeting those challenges in an environmental and financially friendly way.

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

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

April 21,2023 Date: Signature:

Housing Coordinator Update May 2023 Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14)

- Responded to email and phone requests for information and assistance, 43 total requests for housing information (28) or assistance (15). Open office hours Thursday from 10-noon.
- Outreach for the Cape Cod Commission's Housing Survey.
- New 2023 HUD income limits reported. Median Family Income for Barnstable County is \$124,300.
- 2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Reviewed Housing Trust's progress on BAHT priority initiatives.
 - Trust approved parameters for Affordable Buydown program.
 - Drafted initial job description for the Housing Program Assistant position to be funded by Housing Trust.
- 3. Community Housing Parcel off Millstone (SB Strategic Plan H-4, HPP Strategies #12 & 16)
 - Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) Zoning Board of Appeals (ZBA) Comprehensive Permit application: public hearing closed, 1st draft decision provided, case continued to June. Assisted Town Planner, consultant, and Asst. Town Manager with draft decision.

4. Comprehensive Permit Projects (HPP Strategy #16)

- Brewster Woods (30 affordable rental units): All units leased. POAH and HAC held an encouraging ribbon cutting ceremony that was well attended by Brewster staff, residents, legislators & project representatives.
- Habitat for Humanity Red Top Road (2 affordable homes): Marketing ready to begin when the state approves the fair housing marketing plan.
- 5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategy #20)
 - Brewster's rental assistance program- Researched and provided rental program evaluation memo. Housing Trust voted to continue rental assistance program. RFQ will be issued in coming months.
 - Community Development Block Grant (CDBG)- Attended public hearing. Childcare funding approved for 10 Brewster children, \$36,000 encumbered. 5 Brewster housing rehabilitation projects approved thus far.
- 6. Subsidized Housing Inventory (SHI) (HPP Strategy #21 & 22)
 - 212 Yankee Drive- Site visit. Still assessing scope of work for Invitation for Bid, hope to complete in June.
- 7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU/ACDU bylaw review and evaluation. Assisted Town Planner Idman & Asst. Town Manager Kalinick with research and presentation to Planning Board.
 - The Town Planner, with staff input, compiled a MA "One Stop' Community Planning Grant application for funds to examine the current zoning bylaw and identify impediments and opportunities for multi-unit and mixed-use residential housing.
- 8. Collaboration (HPP Strategy #7)
 - Asst Town Manager and Housing Trust Chair staffed a Housing Program table at the Council on Aging (COA) Wellness Fair. Met with COA Director. Also, met with a COA Board member and provided letter of support for COA grant request for benches on Brewster Road.
 - Participated in Cape Cod Hoarding Task Force Session, Community Development Partnership regional meeting on year-round deed restrictions, and HOME Consortium.

Upcoming Events:

• Local Preference Information Session planned for Summer 2023

Personnel

- Participated in Housing Trust, Housing Partnership, Planning Board and ZBA meetings. Attended Town Meeting. Worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Planning, Public Works, Water, Town Administration & ZBA. Completed cybersecurity training.
- Special thanks for the ongoing involvement of and terrific support from the Planning Department (Jon Idman, Lynn St Cyr & Ellen Murphy) and Assistant Town Manager Donna Kalinick.

	PENSION RESERVES INV SUMMARY OF PLAN P RATES OF RETURN (G Periods Ending Ma	ERFORMAN ROSS OF FEI	CE								
	NAV \$ (000)	Target Allocation Range	Actual Allocation %	Month	FY '23	Calendar YTD	1 Year	3 Year	5 Year	10 Year	Since Inception
GLOBAL EQUITY	36,229,967	32 - 42%	38.4%	-1.27	10.76	7.44	1.37	10.98	6.62	8.07	6.39
CORE FIXED INCOME	12,829,797	12 - 18%	13.6%	-1.58	-2.73	2.95	-4.70	-4.84	1.11	2.42	6.44
VALUE ADDED FIXED INCOME *	6,822,409	5 - 11%	7.2%	0.08	6.09	3.88	2.43	6.46	4.66	4.45	7.37
PRIVATE EQUITY *	16,739,356	13 - 19%	17.7%	1.82	-3.82	2.51	-3.96	24.76	22.31	20.82	15.79
REAL ESTATE *	10,443,375	7 - 13%	11.1%	-0.06	-1.91	-1.02	-0.52	12.37	9.57	10.13	7.02
TIMBERLAND *	2,943,982	1 - 7%	3.1%	-0.27	3.85	0.20	7.34	7.84	5.17	6.08	8.02
PORTFOLIO COMPLETION STRATEGIES *	7,905,027	7 - 13%	8.4%	0.33	2.33	1.99	0.51	5.78	2.67	3.56	4.11
OVERLAY	392,238	0.0%	0.4%	-4.59	6.89	5.05	-2.05	6.02	5.33		10.35
TOTAL CORE	94,343,455	100%	100%	-0.40	3.38	4.03	-0.58	9.38	7.35	8.11	9.19
IMPLEMENTATION BENCHMARK (using short term private equity benchmark) ¹				-0.84	2.90	3.10	-0.74	8.45	6.99	7.47	9.49
TOTAL CORE BENCHMARK (using private equity) ²				-0.61	6.38	4.15	2.96	7.48	6.20	6.76	9.28
PARTICIPANTS CASH	22,307			0.44	3.54	2.00	3.63	1.29	1.60	1.08	3.46
TEACHERS' AND EMPLOYEES' CASH	30,068			0.44	3.47	1.97	3.56	1.26	1.57	1.06	2.35
TOTAL FUND	94,395,829			-0.40	3.38	4.03	-0.57	9.36	7.33	8.09	9.23

* Certain Value-Added Fixed Income investments, Private Equity, certain Real Estate investments, Timberland, and certain Portfolio Completion Strategy investments are valued only at calendar quarter ends (March 31, June 30, September 30, and December 31).



Pension Reserves Investment Management Board

84 State Street, Suite 250 Boston, Massachusetts 02109 Deborah B. Goldberg, Treasurer and Receiver General, Chair Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster State Retirees Benefits Trust Fund May 01, 2023 to May 31, 2023

	Month To Date	Fiscal Year To Date	Calendar Year To Date
Your beginning net asset value for the period was:	3,593,896.92	3,294,393.09	3,268,481.19
Your change in investment value for the period was:	(17,747.67)	101,756.16	127,668.06
Your exchanges from (to) the Cash Fund for the period were:	60,000.00	240,000.00	240,000.00
Your ending net asset value for the period was:	3,636,149.25	3,636,149.25	3,636,149.25

Net Change in Investment Value represents the net change through investment activities as follows:

5,477.79	14,821.83	13,787.24
	21,003.10	0
31,581.33)	21 885 46	82,216.83
8,355.87	65,048.87	31,663.99
(2,198.77)	(15,297.94)	(7,323.61)
10,554.64	80,346.81	38,987.60
	8,355.87	(2,198.77) (15,297.94) 8,355.87 65,048.87

As of May 31, 2023 the net asset value of your investment in the SRBT Fund was: \$3,636,149.25

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com. A detailed statement of your account is attached to this summary sheet.

MassPRIM

Pension Reserves Investment Management Board

84 State Street, Suite 250 Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster Cash Investment May 01, 2023 to May 31, 2023

	Month To Date	Fiscal Year To Date	Calendar Year To Date
Your beginning net asset value for the period was:	0.00	0.00	0.00
Your investment income for the period was:	0.00	0.00	0.00
Your total contributions for the period were:	60,000.00	240,000.00	240,000.00
Your total redemptions for the period were:	0.00	0.00	0.00
Your total exchanges for the period were:	(60,000.00)	(240,000.00)	(240,000.00)
Your state appropriations for the period were:	0.00	0.00	(240,000.00)
Your ending net asset value for the period was:	0.00	0.00	0.00

As of May 31, 2023 the net asset value of your investment in the Cash Fund was:

<u>\$0.00</u>

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com. A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

84 State Street, Suite 250 Boston, Massachusetts 02109 PHTF90200002		Town of Brewster		-	nd Receiver General, Chair d Chief Investment Officer
Commonwealth Of Massach	usetts	5/31/2023			
	Investments Units Of Participation	Cost	Price	Market Value	Unrealized Gain/Loss
14,253.520	HCST OPEB MASTER TRUST	3,550,177.79	255.1054	3,636,149.25	85,971.46

Total Investment:

3,550,177.79

3,636,149.25 85,971.46



Pension Reserves Investment Management Board

Deborah B. Goldberg, Treasurer and Receiver General, Chair

3,636,149.25

84 State Street, Suite 250

Boston, Massachusetts 02109		Michao	G. Trotsky, CFA, Executive Direct	or and Chief Investment Officer
	Town of B		rd. Holsky, CFA, Executive Direct	or and Chief Investment Onice
PHTF90200002				
Commonwealth Of Massachusetts	Statement of Chang	5		
	05/31/2	023		
		Current Period	Fiscal Year	Year To Date
		5/1/2023 5/31/2023	7/1/2022 5/31/2023	1/1/2023 5/31/2023
NET ASSETS - BEGINNING OF PERIOD		3,593,896.92	3,294,393.09	3,268,481.19
DISBURSEMENTS:			-	
CASH FUND EXCHANGES				
		60,000.00	240,000.00	240,000.00
RECEIPTS:				
CONTRIBUTIONS:				
PARTICIPANTS		60,000.00	240,000.00	240,000.00
INVESTMENT INCOME:			61 =	
UNREALIZED GAIN/LOSS-INVESTMENT		-31,581.33	21,885.46	82,216.83
MASTER TRUST ALLOCATED EXPENSES				
		-96.97	-2,490.43	-883.24
MASTER TRUST CHANGE IN REALIZED G/L				
		5,477.79	14,821.83	13,787.24
MASTER TRUST INVESTMENT INCOME				
		10,554.64	80,346.81	38,987.60
MT ALL INVESTMENT MANAGER FEES				
		-2,101.80	-12,807.51	-6,440.37
UNIT EXCHANGES				
		60,000.00	240,000.00	240,000.00
	Total Receipts	102,252.33	581,756.16	607,668.06
	Total Disbursements:	60,000.00	240,000.00	240,000.00
		×		

3,636,149.25

3,636,149.25

Net Assets - End of Period:

STATEMENT EXPLANATION

Below you will find a description of each item posted to your statement.

CAPITAL ACCOUNT

Summary of Account Activity:	
Summary of Account Activity:	A summary statement produced for your investment in the State Retiree Benefits Trust Fund (SRBTF) includes both month-to-
	date and fiscal year-to-date information. This statement is also furnished to the Public Employee Retirement Administration
Your beginning net asset value for the period:	Commission (PERAC).
Your change in investment value for the period:	The total balance of your investment as of the opening date of the statement period.
a second and for the period.	The total increase or decrease in your investment includes net investment income, realized gains or losses, and unrealized gains or losses.
Your total exchanges from (to) cash fund:	
Your ending net asset value for the period:	Movement of funds occurring on the first business day of each month between your Cash Fund and Capital Account (SRBTF). The total balance of your investment as of the closing date of the statement period.
Gross investment income:	Represents your allocable share of the SPDTE's income exercised due of the statement period.
Management fees:	Represents your allocable share of the SRBTF's income associated with securities and other investments (i.e. real estate), except for realized and unrealized gains or losses. It is principally interest, dividends, real estate income, and private equity income. Represents your allocable share of the SRBTF's expenses related to PRIM's investment advisors, consultants, custodian and
Net investment income:	operations expenses.
Net fund unrealized gains/losses:	Represents your allocable share of the SRBTF's gross investment income, less Management Fees.
and ant canzed gams/1035cs.	Represents your allocable share of the SRBTF's increase or decrease in value, attributed to a change in value of accounting an
	other investments held in the PRIT Fund, relative to original cost. These gains or losses are "unrealized" because the investments have not yet been sold.
Net fund realized gains/losses:	
	Represents your allocable share of the SRBTF's increase or decrease in value attributed to the PRIT Fund's sale of securities or other investments (i.e. real estate property). Whether you "realize" a gain or loss depends upon the price at which the investment
	was sold in relation to its original purchase price.
CASH FUND	and the method prove
Your beginning net asset value for the period:	The total balance of your investment as a father and in the south and the south and the
Your investment income for the period:	The total balance of your investment as of the opening date of the statement period. Interest earned for the period.
Your total contributions for the period:	Sum of all funds (i.e. wires and/or checks) sent into your SRBTF account during the statement period. Cash contributed any
-	day during the month except the first business day will remain in your Cash Fund until the first business day of the following
	month, when it will then be exchanged into the General Allocation Account (SRBTF).
Your total redemptions for the period:	Sum of all funds sent by wire from the PRIT Fund's custodian bank to your government entity during the statement and in the
	redemption made be made at any time throughout the month as long as your Cash Fund balance equals or exceeds the amount
Vous anding not court all for the	you wish to redecin.
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.
If you have any questions rea	
in you have any questions reg	arding your statement, please contact the Client Services team at clientservice@mapension.com.

June 13, 2023



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

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly please note the following which will occur on or about August 17, 2023, to the Xfinity channel lineup provided in your community:

- The following will move to a new channel location: Local Programming 98 to 9, Local Programming 18/1084 to 8/1070, Local Programming 99/1070 to 26/1076, and Local Programming 1090 to 1075; WLVI (CW) 11 to 12; WSBE (PBS) 9 to 11; WWDP (IND) 81 to 24; WWJE (IND) 79 to 18; QVC 82 to 25; NECN 8 to 48; Jewelry TV 48 to 57; Leased Access 283 to 190.
- The following changes will occur: HBO Zone, 5 Star Max, MovieMax, OuterMax and SHO X BET will no longer be available from Xfinity; HBO Signature HD will be added to 771/1806; WCEA will be added to 729/1045.
- The following channels will only be available in the channels noted and removed from any 3-digit channels numbers: Leased Access 1096; Leased Access 1099; WGBH World 1146; WGBX Kids 1147; WGBX Create 1148; WSBE Learn 1150; WBZ Start 1165; WBZ Dabl 1166; WBTS Cozi 1171; WBTS 1172; WHDH This TV 1174; WLVI BuzzR 1177; WCVB MeTV 1180; WFXT Comet 1186; WFXT Laff 1187; WNEU TeleXitos 1192; and WUTF LATV 1195.
- The following will move to a new channel location: Disney Channel 24 to 70; Nickelodeon 25 to 71; Freeform 26 to 72; Golf 53 to 69; Bravo 57 to 53; Travel 54 to 67; Food Network 67 to 54; History 71 to 66; Hallmark Channel 208 to 73; BBC News 190 to 189; Pursuit Channel 686 to 258; MLB 269 to 262; ESPN U 286 to 263; NFL Red Zone 287 to 264; Big Ten Network 285 to 269; Screenpix 205 to 330; Screenpix Action 197 to 331; Screenpix Westerns 206 to 332; Screenpix Voices 209 to 333; Starz 321 to 335; Encore 326 to 336; Encore Action 203 to 337; Encore Westerns 207 to 338; and Encore Black 192 to 339.
- The following duplicate channels will no longer be available: CMT 66; TruTV 186; Flix 202; INSP 234; EWTN 238; MSNBC 251; and NBA TV 599.

Customers are receiving notice of these changes in their bill. Please do not hesitate to contact me with any questions at Michael_Galla@comcast.com or 339.832.7395.

Sincerely,

Michael Galla

Michael Galla, Sr. Manager Government & Regulatory Affairs

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June 12, 2023

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

RE: Price Change to Starz Channel

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

• Starz will be increasing its per month price from \$8.99 to \$9.99 effective with a customer's July 2023 billing statement.

Please do not hesitate to contact me should you have questions at Michael_Galla@comcast.com.

Sincerely,

Michael Galla

Michael Galla, Sr. Manager Government & Regulatory Affairs