



# Town of Brewster Select Board

2198 Main St., Brewster, MA 02631

townmanager@brewster-ma.gov

(508) 896-3701

## SELECT BOARD MEETING AGENDA

2198 Main Street

August 10, 2023 at 6:00 PM

### Select Board

Ned Chatelain  
Chair

Mary Chaffee  
Vice Chair

Kari Hoffmann  
Clerk

Cynthia Bingham

Dave Whitney

**Town Manager**  
Peter Lombardi

**Assistant Town  
Manager**  
Donna Kalinick

**Project Manager**  
Conor Kenny

**Executive  
Assistant**  
Erika Mawn

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

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

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

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

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

Passcode: 509224

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

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

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

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. 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.
6. Select Board Announcements and Liaison Reports
7. Dangerous Dog Hearing (MGL Ch 140 Sec 157): Parisi G Filippatos & Britta Cleveland, 303 Red Top Road
8. Discuss and Vote on Award of Contract for Rehabilitation Work at 212 Yankee Drive and Waiver of Building Permit Fees
9. FYIs
10. Matters Not Reasonably Anticipated by the Chair
11. Questions from the Media
12. Next Meetings: August 17, August 21, September 11, September 18, October 2 and October 16, 2023
13. Adjournment

**Date Posted:**  
8/04/2023

**Date Revised:**

**Received by Town Clerk:**

BREWSTER TOWN CLERK

23 AUG 4 2 56 PM

**Archived:** Thursday, July 6, 2023 10:06:12 AM

**From:** [Tonia St. Germain](#)

**Mail received time:** Thu, 22 Jun 2023 14:38:44

**Sent:** Thursday, June 22, 2023 10:38:45 AM

**To:** [Erika Mawn](#)

**Cc:** [Lynda Brogden](#)

**Subject:** Request for a hearing with the Board regarding a Dog attack and bite on June 14

**Importance:** Normal

**Sensitivity:** None

**Attachments:**

[20230620\\_101545.jpg](#) [20230614\\_101439.jpg](#) [20230615\\_202818.jpg](#) [20230619\\_093929.jpg](#) [Chronology of the Dog Bite \(3\).docx](#)

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Dear Erika,

I spoke with Linda the Brewster Dog Officer (copied here) this morning and she instructed me to contact you to request a hearing about a dog attack that occurred on June 14. The details are described in the chronology attached. Linda advised me to send it along with the request for a hearing so as to give the Board a "heads-up" about the dangerous dog attack.

I also have a copy of the police report and would be happy to send that to you if that would be useful.

I look forward to hearing from you with a date and time for the hearing.

Tonia

Tonia St.Germain  
335 Red Top Road  
Brewster MA  
[REDACTED]

----- Forwarded message -----

**From:** Tonia St. Germain <[REDACTED]>

**Date:** Tue, Jun 20, 2023 at 10:43 'a0AM

**Subject:** Dog bite on June 14

**To:** <[lbrogden@brewster-ma.gov](mailto:lbrogden@brewster-ma.gov)>

Dear Officer Brogden-Burns,

My name is Tonia St.Germain and I was the victim of a dog attack (three dogs off leash) on Wednesday morning, June 14, on a Hay's Conservation walking path, on Red Top Road in Brewster. I was bitten twice by one of the dogs, a large brown and white poodle. I called 911, the police and EMTs came to support me. I went to Fontaine as the EMTs recommended. On Thursday, June 15, the Health Officer visited my house and gave me a 10 day quarantine order for my dog (Oakley). I have a follow-up appointment with my healthcare provider on Thursday, June 22.

The Health Officer told me that nothing would happen regarding the attack until you returned and that you were expected to be back in the office today. To help in your work I have attached the following to this email:

- \* Chronology of the dog attack
- \* Oakley's rabies vaccination certificate
- \* Photos of the wounds taken on June 14, 15, and 19


I am waiting to receive a copy of the police report so I do not know the name of the owners of the three dangerous unleashed dogs, but they live at 301 Red Top Road. I do not know if the chronology will meet the criteria for a complaint without the dangerous dog owner's name included. Please let me know if it needs to be revised or any additional information is required. It is also not clear to me if I need to make the complaint myself or if making the complaint is something you do officially as the dog officer. If the latter, I hope you find this information useful.

Please contact me and let me know what the next steps are and how I can best assist you in your work.

I am looking forward to speaking to you.

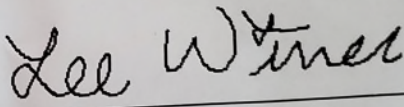
Tonia St.Germain  
335 Red Top Road  
Brewster, MA 02631  
[REDACTED]

20230620\_101545.jpg





# RABIES VACCINATION CERTIFICATE

Owner's Name & Address <b>Ken Bush</b>		RABIES TAG # <b>22-1873</b>	
		MICROCHIP # 981020023264822	
Address: 335 Redtop Rd		TELEPHONE # [REDACTED]	
		City, State Brewster, MA	Zip: 02631
Animal Name: <b>Oakley</b>		Weight: 70 lbs	Predominant Breed: Boxer Mix
Species: Canine	Age: 4 Yrs. 5 Mos. Sex: Neutered Male	Color:	
DATE VACCINATED: 1/12/2022	Product Name: Rabies - Canine 3 Year	Veterinarian's Name: Lee Winer, BVSc	
	Manufacturer: Merial	License Number:	
NEXT VACCINATION DUE BY: 1/12/2025	USDA LICENSED VACC 3	 Veterinarian's Signature	
	Vaccine Serial (Lot) No. 18521		
		Address: Brewster Veterinary Hospital 56 Underpass Road Brewster, MA 02631	
		Phone: (508) 896-2540	



COMPLAINANT-01

Dog Disposition Sheet

Date: 10/8/17

Name of Owner or Agent: KAREN BAGSDALE-ARRUFF ck25  
(Please print clearly)

8201 CAMELIA DR Benton AR 72019  
Address City State Zip Code

Contact Information: 501-316-7247 501-249-0450  
Home Phone ~~K HOME~~ Work Phone ~~K CELL~~ Cell Phone

Pet's Name: OKLEY Age: 8 WKS Weight: 11 lbs

Male or Female Breed: BOXER-BEAGLE Color(s): BLACK & WHITE

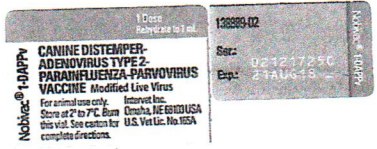
Name of Regular Veterinarian: LEFT EYE IS BABY BLUE

Vaccinations Current?  Yes  No Is this Dog feral (wild) or will it bite when removed from cage? Yes  No

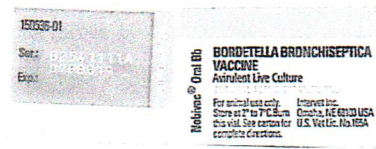
Has this dog been tested for Heartworms? Yes  No  Results: Too Young

Please check below what your dog needs done today:

- Spay (female)
- Neuter (male)
- Rabies Vaccine
- Annual Vaccination
- Heartworm Test
- Monthly Heartworm Preventative
- Bordetella (kennel cough)
- Intestinal Wormer (Pyrantel)
- Microchip & Registration
- Praziquantel Tapeworm Shot
- Office Visit - \$15.00 or \$25.00



10/7/17 1st 5 in 1  
Puppy Vaccination



10/7/17  
Bordetella

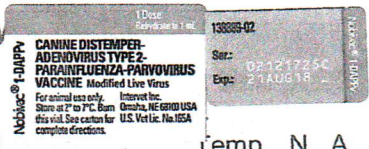
Total Owed: \_\_\_\_\_ Total Paid: \_\_\_\_\_

Veterinarian's Signature: [Signature]

Office Use Only

Surgery:

<input type="checkbox"/> Normal	<u>10/22/17</u>	Temp	N	A	_____
<input type="checkbox"/> Crypt	<u>2nd SET</u>	MM	N	A	_____
<input type="checkbox"/> In Heat	<u>5 in 1</u>	Hyd	N	A	_____
<input type="checkbox"/> Preg	<u>Puppy</u>	BC	N	A	_____
<input type="checkbox"/> Hernia	<u>Vaccine</u>	H/L	N	A	_____
Other _____		Other _____			



**Rabies Vaccine**

1 Year  3 Year

Too Young

Manufacturer: \_\_\_\_\_

Batch: \_\_\_\_\_

Tag Number: \_\_\_\_\_

**Tonia St.Germain  
335 Red Top Road  
Brewster, MA 02**

### **Personal Statement**

I am an active member of my community including: Our Lady of the Cape Catholic Church, Master Gardener Association of Cape Cod, Hydrangea Society of Cape Cod, Brewster Ladies Library Writer's Group, Cape Cod Writing Center and Brewster Cultural Council. I work seasonally at Agway in Dennis in the perennial department.

My husband and I retired to my family's home on Red Top Road in 2016. We adopted/rescued Oakley as a puppy in 2017 and I have been walking him on leash on Red Top Road and into Hay's Conservation area almost every morning. My dog Oakley is a five year old, neutered male Boxer mix who weighs about 70 pounds per his rabies vaccination certificate (see attached).

### **Statement of Facts**

On June 14, 2023 between 8:30-9:30 a.m. I was walking Oakley on a leash on the Hay's Conservation public walking trails off of Red Top Road in Brewster when I was viciously attacked and bitten, by one of three standard poodles who were off leash. I am using the phrase "poodle pack" to describe the three dogs. There were two that were brown and white and one solid brown. One of the brown and white dogs bit me twice.

Massachusetts General Laws, Chapter 140, section 173, requires an animal in public be on a leash at all times. The owners had a duty to comply with this law and ignored it which resulted in the poodle pack attacking and one poodle biting me twice. The injuries I received from the attack were caused solely by the owner's failure to follow the law and without any contribution on my part. The owner's failure to comply with the law created the type of attack the leash law was designed to protect against. As a direct result of the attack, I have suffered bodily injuries, pain, anxiety, and other damages.

### **Chronology of Events**

- I entered the trail off of Red Top Road with my dog Oakley on the leash as is my normal practice. I walked for about 15 minutes and encountered three standard poodles off leash.
- I didn't see the owners and began to call loudly, "Can you leash your dogs?" several times. I heard no response. The owners were so far behind their dogs on the path I could not see them.
- When I saw the poodle pack, I immediately pulled my dog to my right side using the retractable leash and stood still. I knew it would be more dangerous to run away and

engage the poodle pack's chase instinct. I did not know what else to do since the owners were nowhere in sight.

- I gave no reason for the poodle pack to attack. I was standing still about 10-15 feet away. I was yelling for the owners.
- The first poodle I saw was white and brown and the largest and appeared to be the leader of the poodle pack. It stopped, the two others stopped behind it, the leader dog looked at me and charged, the other two followed. All three were barking and growling as they aggressively attacked. It was terrifying. I was screaming in fear, "No, No, get your dogs" as loudly as I could.
- I still did not see or hear the owners.
- The lead dog attacked, lunged at me, and I saw and felt the big poodle bite my inner right thigh. Later, I found a lesser bite on the front of my left thigh too but did not realize it until I inspected my wounds. The dog had time to bite me twice before the owner finally appeared and leashed it.
- The male owner stood in front of me blocking my path forward, the woman was behind him with all three dogs finally leashed as required by law.
- I was furious and in pain and loudly told him that there was a leash requirement in the conservation area, that it was in place to prevent this kind of harm, and that the rules applied to him.
- I pointed at the woman and reminded her of the incident about a month or so prior where we (my dog and I) had encountered her with her dangerous poodle pack off leash on the same trail and barely averted an altercation then.
- I then realized that because they were so slow to catch-up and leash their dogs they might not know that I was bitten. I told the man standing in front of me that his dog had bitten me. He seemed to have a very calm demeanor in such a circumstance, like he did not care that I was hurt. He said he did not believe that his dog bit me.
- I pointed at my pant leg where the blood was beginning to show through the wetness of the dog's saliva and told him to look at the blood stain if he had any doubts.
- He responded "How do I know that you did not have a stain on your pants already? How do I know it is blood?"
- I was shocked and outraged. I responded that I had no intention of dropping my trousers to prove it. His response was so odd that afterward, I wondered if he had previously been cited for his dogs attacking and biting, because how else would a person have the presence of mind to say something like that in the heat of such a terrible situation.
- Each time I said that his dog had bitten me, he told me to "go home and take a picture." His callous response was extremely frustrating.
- I told him "take a picture" was inappropriate, that I expected him to say something like, "I am sorry you are bitten, how can I help?" I reminded him that I knew he was my neighbor and I was shocked that he would treat me in this manner.
- He reiterated that he did not believe I was bitten and that I should "go home and take a photo."
- I asked him to "step aside" as he was blocking my way forward and I wanted to get away from these owners and their dangerous dogs. He said, "No, I will not step aside." At this



point I became more afraid of the man than of the dogs. I believe he was trying to intimidate me physically.

- I said, "I was not going home to take a photo, I was going home to call the police and ask them to take a photo." I turned and walked away in the opposite direction. While walking away I shouted, "What kind of people are you?"
- As I was walking out of the conservation area shaking and afraid I might have a heart attack or stroke from the adrenaline. Then I remembered that I had my cell phone in my pocket and called 911. I told the dispatcher that I had been attacked by three standard poodles off the leash and been bitten and that I was scared. I was very upset and kept looking back to make sure they were not coming up behind me. I was afraid of the man and that he would let the dogs loose again. The dispatcher stayed on the phone giving me directions on safety and asking me for my location so the police could find me.
- I made it out of the conservation area and headed down Red Top Road when I saw a neighbor who was outside with her dogs at 324 Red Top. When she saw my blood-stained pant leg she invited me to go stand on her property and wait for the police. She was very kind. Then her daughter came out of the house to see what was going on. Just then the owners of the poodle pack (now leashed) walked past on the road. The daughter yelled at the owners that she did not like the unleashed poodle pack coming into her yard and harassing her chickens.
- The policeman arrived and I told him what happened. As I was explaining, I saw one of the owners (the woman) driving away in her convertible sports car. I pointed and said "There she goes." The officer told me his partner would intercept her. I thought it was strange that she would be driving away so fast at a time when the police would need to talk to her.
- The policeman told me that one of the owners alleged that my dog was "the aggressor." I told the officer that was not true. I was puzzled because they were not present when the bites occurred. At this point Oakley was wagging his tail and trying to get the police officer to pet him.
- I walked home and the policeman followed alongside in his cruiser. The policeman told me the EMTs were on the way and invited me to change into shorts so they could look at the wound. When I was in my shorts he took a photo of the wound and of my bloody pants.
- I sat on my front steps and the EMTs did their work. When they were through they told me to go to Fontaine. I called my friend Nancy and she came to take me to urgent care. Nancy trained dogs for search and rescue and was part of that organization for many years before retirement. She has walked with me and Oakley for over a year and has seen the offending dogs loose in their driveway.
- On the way to urgent care, I reminded Nancy about the first time I had seen the dogs walking on the trails with the woman owner. At the time, about a year ago, she had two poodles on leash walking toward me on the trail. When the poodles saw me they charged so aggressively that she was pulled off her feet and dragged face down on the path towards me. I had stepped off the path when I saw them and tried to put a tree between me, my dog, and her charging animals. She was able to regain her footing and

get them by me without an altercation. I have been afraid of her dogs ever since. When I see them on the road or on the path, I turn and walk away in the opposite direction.

On June 15 about 9 pm, Oakley started to bark out the front bedroom window. I looked out and saw the woman owner walking up Red Top Road past my driveway with the dangerous poodle pack on leash. I thought this was strange since I asked the Health Officer if I was allowed to walk Oakley down Red Top past her house to the trails, and she “advised against it.” I assume the Health Officer gave the poodle pack’s owners the same instruction. It made me wonder if they believe the quarantine rule (like the leash law) does not apply to them. I was fearful that the woman owner was trying to provoke some sort of altercation.

### **Complaint**

**Because** of the attack and the owners disregard for laws and safety, I now feel unsafe walking my dog on Red Top Road and in the Hay’s Conservation trails.

**Because** the male owner refused to step aside when I asked him to on the day of the attack, I am afraid of him. His behavior felt threatening to me. I am afraid the owners would let their dogs loose on purpose if they saw me alone on the street or on the trails.

**Because** the poodle pack was loose on other occasions (observed by me, Nancy Graupner, and the owners at 324 Red Top Road) and my neighbors at 324 had felt harassed. I am concerned children and other animals in the neighborhood could be attacked and bitten.

**Because** I witnessed (1) their leashed dogs drag the female owner head first down the path towards me and (2) if verbal commands were given during the attack, the poodle pack did not respond; I believe they cannot control their animals with voice commands or leashes.

**Because** the owners automatically threw the blame on me (the victim) instead of holding themselves accountable; I believe their dogs have a history of biting that needs to be uncovered.

**Because** of the lack of empathy and antisocial behavior of these owners, I feel that the situation will only escalate unless strong controls are placed upon them.

### **Request for remedies and damages:**

Under Chapter 140, Section 157 of Massachusetts General Law, I request the poodle pack:

1. Be deemed dangerous.
2. Be restrained and confined to the premises of the owners.
3. Be muzzled when removed from the premises of the owner and restrained with a tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length.
4. Be altered (not be reproductively intact) if they are not already neutered.

I further request:

5. Evidence that an investigation into the poodle pack's history of biting people be conducted. If there is a history then the owners should have known that a dog attack and biting would occur, especially if the poodle pack was off leash.
6. The owners provide proof of insurance in an amount \$100,000 insuring them against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the poodle pack.
7. The owners be held liable for my injuries and pay for my damages (both general and specific) under Chapter 140, Section 155 of Massachusetts General Law and pay for any costs I incur pursuing these claims.

Thank you for your assistance through this frightening and painful ordeal.

Tonia St.Germain

**To:** Brewster Select Board  
**From:** Tonia St.Germain  
**Date:** August 7, 2023  
**Re:** Dog Pack Attacks: Background Information

1. Anyone with a dog on a leash is at a particular disadvantage if other dogs are unleashed on walking trails. In the present case, the Select Board should consider the difference between:

- An attack by one unleashed dog
- An attack by a pack of unleashed dogs

In the website below Cesar Milan, the famous dog trainer explains the differences. An unleashed pack is very different from one unleashed dog, under an owner's control.

<https://www.cesarsway.com/when-several-dogs-attack/>

2. News footage of dog pack attacks from other jurisdictions shows the type of dog pack attack I experienced.

- In this news clip four loose dogs are attacking an elderly man walking his dog  
<https://www.youtube.com/watch?v=eAKXL-wRsBM>
- In this one, an elderly woman is attacked by four dogs.  
<https://www.youtube.com/watch?v=MOmHXCh1VeI>

3. K-9 police Officer Caldwell in Barnstable made me aware of how professionals use Dr. Ian Dunbar's Dog Bite Scale to categorize bites into six different types with varying degrees of seriousness. <https://apdt.com/wp-content/uploads/2017/01/ian-dunbar-dog-bite-scale.pdf>

My wound is a **level four** described as follows by Dr. Dunbar. "A single bite with deep wounds, to be clinical, this is defined as a bite with one to four perforations deeper than half the length of the dog's tooth. In level four, a dog bites much harder, clamping down and going past the length of the canines, causing serious wounds and severe bruising. These bites are aggressive as the dog will be using most if not all of their strength."

Here is **Dr. Dunbar's recommendation for a dog that has inflicted a level four bite.** "The dog has insufficient bite inhibition and is very dangerous. Prognosis is poor because of the difficulty and danger of trying to teach bite inhibition to an adult hard-biting dog and because absolute owner-compliance is rare.

4. About **the prospect of rehabilitating a dog that has been bitten.**

- **Being aware of the dangers of having an uncontrolled and unsupervised dog.**  
Unleashed dog attacks on a leashed dog is a term used to describe dogs that are unwisely unleashed and attack other animals without provocation. This type of dog is known to be unsafe and destructive, as they are known to bark and lunge at any living thing they come across. While it is rare, this type of dog can result in severe injury or even death to someone if their owners do not take the time to secure them adequately. Unfortunately, unleashed dogs attacking leashed dogs is a common occurrence. It is

important to be aware of the dangers of having an uncontrolled and unsupervised dog. <https://www.dogvaly.com/dog-leash/unleashed-dog-attacks-leashed-dog/>

- **Regarding a dog with a bite history and discusses that dog's potential for future aggression.** The first thing to remember is that when a dog has already bitten in the past, you know that this is something that the dog is capable of doing again.. Maintaining public and personal safety are paramount with a dog with a bite history. <https://www.nycacc.org/sites/default/files/pdfs/Behavior%20Flyers/Bite%20History%20and%20Potential%20for%20Future%20Aggression.pdf>
- **There are chances that an aggressive dog with a bite history may never be entirely cured** and rehabilitation often takes extensive time before the dog appears to be nonreactive in specific circumstances. Management, in those cases, may need to be a lifelong commitment. <https://pethelpful.com/dogs/Can-an-Aggressive-Dog-Be-Rehabilitated-After-Biting#:~:text=Rehabilitation%20often%20takes%20extensive%20time,to%20be%20a%20lifelong%20commitment>

# *Cove Clubhouse*

383 Route 28 – Harwichport, MA 02646

Phone 508-432-7774 – Fax 508-432-1001

8/07/2023

To Whom This May Concern

I am writing you today to talk about Ken Bush and Tonia St. Germain's dog Oakley. He has been coming regularly to the Cove Clubhouse without incident for over two years. Cove Clubhouse is a mental health rehabilitation program for adults. He is a good mannered and well trained dog. Members (clients) ask for him regularly, they all really enjoy when he is here. He joins us on our wellness walks to the various Harwich trails and has always been well behaved on these walks. He brings joy and makes the Members (clients) of Cove happy when he is here. We have never felt that Oakley is out of control or aggressive. Oakley has been under voice or leash control of Ken while he is here. Much of the time other Members take him for walks around the property or just keep him by their side and he is well mannered during this visit.

We look forward to many more visits from Oakley and all the joy that he brings to our Clubhouse.

Sincerely



Sabrina Kreber  
Program Director  
Cove Clubhouse

Ms. Mawn,

Please be advised that I will be representing Parisis Filippatos and Britta Cleveland at the Select Board Meeting this Thursday.

Attached please find the following:

1. Affidavit of Mary Beth Buhler;
2. Affidavit of Tim Buhler;
3. Photo of the two dogs, Raki and Remi;
4. Photo of Tonia St. Germain and her dog;
5. Enlarged photo of Ms. St. Germain's dog; and
6. Photo from Brewster Police Department of the alleged dog bite on Ms. St. Germain's leg.

Thank you.

David Lawler  
Law Office of David V. Lawler, PC  
540 Main Street, Suite 8  
Hyannis, MA 02601  
508-778-0303

NOTICE: This e-mail transmission is intended only for the use of the person to whom it is addressed and may contain information that is attorney-client privileged, confidential and/or exempt from disclosure under applicable law and/or which constitutes work product. If you are not the person to whom it is addressed, you are hereby notified that any reading, examination, dissemination, disclosure, forwarding, copying or distribution of, or the taking of any action in reliance on, this e-mail transmission, its contents and any attachments thereto, except to deliver such items to the addressee, is strictly prohibited and that such prohibition will be vigorously enforced. If you have received this e-mail in error, please notify us immediately by reply e-mail or by telephone.

Mary Beth Buhler, under penalties of perjury, declares as follows:

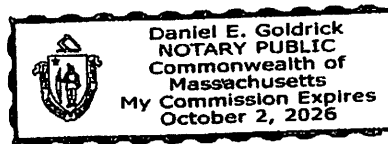
1. I reside at 237 Red Top Road and have been the neighbor of Parisis G. Filippatos and Britta Cleveland since February 2022.
2. My dog Riley, regularly interacts with their two Doodles, Raki and Remi.
3. In fact, the dogs frequently encounter each other during walks on Red Top Road.
4. I have observed Raki and Remi always to be on-leash and well-controlled by Parisis and Britta.
5. I have never observed Raki and Remi to be aggressive, and in no way feel threatened or intimidated by them.

Mary Beth Buhler

Sworn to on Aug 5, 2023

*After being, then appeared Mary B Buhler who made oath the foregoing was her free act and deed. M.D.L. and personally known.*

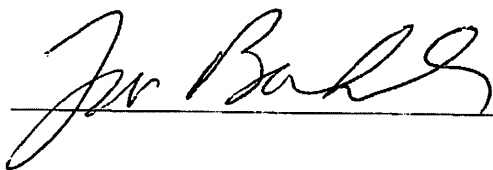
D E Goldrick  
NOTARY



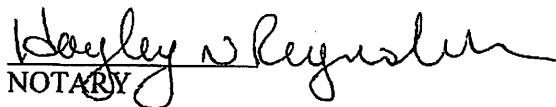


Tim Buhler, under penalties of perjury, declares as follows:

1. I reside at 237 Red Top Road, Brewster, MA, and have been the neighbor of Parisis G. Filippatos and Britta Cleveland since February 2022.
2. My dog Riley regularly interacts with their two Doodles, Raki and Remi.
3. In fact, the dogs frequently encounter each other during walks on Red Top Road.
4. I have observed Raki and Remi always to be on-leash and well-controlled by Parisis and Britta.
5. I have never observed Raki and Remi to be aggressive, and in no way feel threatened or intimidated by them.

  
\_\_\_\_\_

Sworn to on 8/4, 2023

  
NOTARY

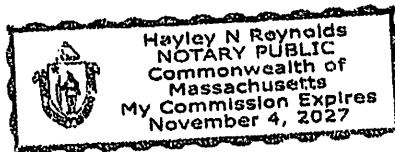






Photo ▾



Done



**Brewster Police Department**  
**Image Associated With Case Number 23-6707-OF**  
Image Description: dog bite



William Ladd, under penalties of perjury, declares as follows:

1. I reside at 301 Red Top Road, Brewster, MA, and have been the next-door neighbor of Parisis G. Filippatos and Britta Cleveland since February 2022.
2. My dog Daisy, a Golden Doodle, regularly interacts with their two Doodles, Raki and Remi.
3. In fact, the dogs frequently go into each other's yards and play.
4. I have observed Raki and Remi to always be friendly and well-socialized.
5. I have never observed Raki and Remi to be aggressive or out of control, and in no way feel threatened or intimidated by them.

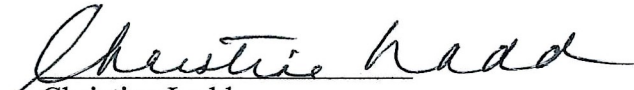
Date 8/8/23

  
William Ladd

Christine Ladd, under penalties of perjury, declares as follows:

1. I reside at 301 Red Top Road, Brewster, MA, and have been the next-door neighbor of Parisis G. Filippatos and Britta Cleveland since February 2022.
2. My dog Daisy, a Golden Doodle, regularly interacts with their two Doodles, Raki and Remi.
3. In fact, the dogs frequently go into each other's yards and play.
4. I have observed Raki and Remi to always be friendly and well-socialized.
5. I have never observed Raki and Remi to be aggressive or out of control, and in no way feel threatened or intimidated by them.

Date 8/8/23

  
Christine Ladd

My name is Joseph Yukna I am the owner of The Dogman Dogtraining for the last 35 years. AKA Joe the Dogman. Under penalties of perjury, I declare the following to be true:

I have been training Raki and Remi with my methods since July 17<sup>th</sup>.

I was able to introduce my dog Stubby and walk peaceably with Raki and Remi in our very first lesson. The dog's sociability and friendliness has improved with each lesson.

The only real problem with the dogs is they liked to vocalize (bark) but that has improved greatly.

I have been out in public with Remi and Raki at Drummer Boy Park where we were surrounded by children, dogs, Kite flyers etc. The dogs behaved wonderfully. I have never seen either dog out of control or aggressive in any way.

In my professional opinion and years of experience based on the description of the incident in question it is more likely than not that Mrs. Germain's Pitbull was the dog to bite her because of redirected aggression and barrier frustration.

An example from my own experience: Many years ago, I was helping to protection train Derek Johnson's Doberman Picher. The dog was not biting the padded sleeve hard enough. I was the agitator wearing the sleeve, Derek was holding his dog tightly by the leash. He asked me to tease her and get her really fired up before feeding her the sleeve. Everything was going well till Greta his Doberman out of redirected aggression and barrier frustration turned and bit Derek's arm. I gave Greta the sleeve to bite but the damage was done. Derek required twenty five stitches to close the wounds on his arm.

August 7<sup>th</sup> 2023



Joseph F. Yukna





***JOE THE DOGMAN***

This certifies that

**Raki**

Has successfully completed the required course in  
Basic Obedience

Joe Yukna

The Dogman

Britta Cleveland

Handler



***JOE THE DOGMAN***

This certifies that

**Remi**

Has successfully completed the required course in  
Basic Obedience

Joe Yukna

The Dogman

Parisis g. Filippatos

Handler

Ref: 23-6707-OF

Entered: 06/14/2023 @ 1014

Entry ID: FAO

Modified: 06/14/2023 @ 1040

Modified ID: FAO

1. On 06/14/2023 I, Sergeant O'Neal of the Brewster Police Department, was on uniformed patrol in a marked police cruiser. At approximately 8:59am, I was dispatched to the area of 184 Red Top Road for a report of a woman who was bitten by a dog. The reporting party stated she was attacked by 3 dogs who are no leashed but left the immediate area. I arrived on Red Top Road a short time later and observed a man and a woman walking 3 dogs on leashes. They did not appear excited or to even notice a police cruiser passing them so I continued to the area where the victim was injured.
2. I encountered the female further up the road and identified her as Tonia St. Germaine. I immediately observed a wet red area on her right thigh. The area appeared to be growing slowly and it was apparent it was blood from a wound under her pants. Tonia was very upset and began telling me about a man and a woman with their three dogs. I described the people I passed and she excitedly stated it was them. Officer Frisbie was also enroute and I asked her to be on the lookout for the people I passed.
3. Tonia and I slowly made our way to her house and observed a red Mini Cooper driving away. Tonia excitedly said that was the woman with the dogs and "Now she's leaving." Due to a possible bylaw violation, as well as an exigent need to know if the dogs were vaccinated, I radioed Officer Frisbie and asked her to make contact with the vehicle. Officer Frisbie was in the area and was able to stop the vehicle and make contact with Britta Cleveland. Britta told her and incident did occur and she should talk with her husband who had the dogs.
4. Once back at Tonia's house, she changed into shorts and was able to give me a better description of what happened. I observed several puncture mark wounds that were consistent with a dog bite. They appeared to need medical attention and Brewster Rescue personnel had already been dispatched. Tonia stated her neighbor on the road has 3 poodle type dogs and they are always aggressive. She makes it a point to always have her dog leashed and changes her path of travel if she sees the neighbor's dogs. Today she was walking her dog on leash in a nearby conservation area when the three dogs ran at her out of nowhere. She stated she pulled her dog close and they began attacking which resulted in her being bit. She was unsure if the dog purposely bit her or was going after her dog. She was also unsure of which dog bit her.
5. Tonia said she then began screaming while trying to fend the dogs off. She said the man and the woman were walking up the path in the woods and mad no efforts to come help her. Once they got close they put the dogs on a leash and accused Tonia of having an aggressive dog. She showed them her leg and they told her it could be a food stain and she should go take pictures. They then left the area and she called 911. Tonia was able to get a ride to the hospital to be treated.
6. Officer Frisbie was able to talk to the male party, identified as Parisi Filippatos. He stated he always lets his dogs run off leash when in the conservation area. Officer Frisbie educated him on the leash law and asked him about the dog bite. He told her he saw multiple stains on Tonia's pants and believed the one she pointed out could be any sort of stain. It should be noted I did not see any other stains on her pants. Parisi stated he did not know the vaccination status or the vet that the dogs went to. He said he would look that up and notify us. Officer Frisbie notified him of the quarantine and advised him to expect a visit from the health department. Pictures of the pants and wound are attached to this report.

Respectfully,  
Sergeant Freddie A. O'Neal

Brewster Police Department

NARRATIVE FOR SERGEANT FREDDIE A ONEAL

Ref: 23-6707-OF

Entered: 06/14/2023 @ 1014  
Modified: 06/14/2023 @ 1040

Entry ID: FAO  
Modified ID: FAO

SUPPLEMENTAL NARRATIVE FOR ANIMAL CONTROL LYND A J BROGDEN-BURNS

Ref: 23-6707-OF

Entered: 06/29/2023 @ 0944

Entry ID: LJBB

Modified: 08/08/2023 @ 1358

Modified ID: LJBB

On Wednesday June 14, 2023 Sherrie McCullough, Brewster Assistant Health Director, placed four dogs involved in this case (23-6707) on quarantine.

On Monday June 26, 2023 I went to 335 Red Top Road, Brewster. "Oakley", a neutered male black and white Boxer/Beagle type dog (Rabies vaccine expires on 1/12/2025) owned by Tonia St. Germain was alive and appeared healthy. I released the dog from quarantine.

On Wednesday June 28, 2023 I went to 303 Red Top Road, Brewster. The dogs were all alive and appeared healthy. I released the following three dogs from quarantine:

"Raki", a neutered male three and a half year old brown/white Labradoodle type dog (Rabies Vaccine Expires on 11/28/2023) and "Remi", a spayed female two year old brown and white Labradoodle type dog (Rabies Vaccine Expires on 8/8/2025) owned by Parisis Filippatos and Britta Cleveland,

and,  
"Stevie", a spayed female three year old brown Labradoodle (Rabies Vaccine Expires on 2/16/2025) owned by their daughter Natalie Ware and Amit Dubey.

None of the dogs are currently licensed in the Town of Brewster and the dog owners were advised to license their dogs.

Respectfully submitted,  
Lynda Brogden-Burns  
Animal Control Officer/Animal Inspector

SUPPLEMENTAL NARRATIVE FOR ANIMAL CONTROL LYND A J BROGDEN-BURNS

Ref: 23-6707-OF

Entered: 08/07/2023 @ 1026  
Modified: 08/07/2023 @ 1049Entry ID: LJBB  
Modified ID: LJBB

On Monday July 17, 2023 I spoke with Ms. Jane Lavallee of 245 Red Top Road, Brewster by telephone. Ms. Lavallee stated that she only knows Ms. Tonia St. Germain from seeing her when she walks her dog on Red Top Road and said she did not know where Ms. St. Germain lived on the road. She said Ms. St. Germain asked her to call regarding past incidents involving the dogs owned by Parisis Filippatos and Britta Cleveland of 303 Red Top Road, Brewster.

Ms. Lavallee stated that she is living at her daughter's residence at 245 Red Top Road and the dogs owned by Mr. Filippatos and Ms. Cleveland have run through her daughter's yard in the past and have chased her daughter's chickens. She said that they did not injure any of the chickens. She also said that her daughter told her that she has seen the dogs loose on their property several times. None of these incidents were reported to the Brewster Police or Animal Control.

I advised Ms. Lavallee that in the future if she should see these dogs, or any other dogs, loose and not under the control of their owner, or if any dogs bother her daughter's chickens, to call the Police/Animal Control immediately or as soon as possible.

Ms. Lavallee also confirmed an email sent to me by Ms. St. Germain on July 17, 2023 at 9:17AM and stated that while Ms. St. Germain was on her property that morning Mr. Filippatos and Ms. Cleveland walked by on the road with their two dogs on leash and Mr. Filippatos allegedly yelled to Ms. St. Germain "See you in court".

I told Ms. Lavallee she could come to the Select Board hearing and testify to anything that she has personally seen regarding Mr. Filippatos, Ms. Cleveland or their dogs.

Respectfully submitted,  
Lynda Brogden-Burns  
Animal Control Officer

## HOW TO CONDUCT A PUBLIC HEARING

### There are three types of Public Hearings:

- **Adjudicatory Hearings** – hearings to determine the legal rights, duties or privileges of specifically named persons or entities, such as license violations or dangerous dog hearings.
- **Application Hearings** – hearings to act on applications for a license, permit, variance or other approval.
- **Regulatory Hearings** – hearings on adoption or amendment to a public body’s rules or regulations.

### Basic Framework – Four Step Process

#### **Step 1 – Notice**

- Prior to conducting any public hearing, proper notice must be given to all interested parties.
- **Timing** - Substantive law will dictate when the notice needs to be sent and to whom. In the absence of a statutory requirement, ten days’ notice is generally acceptable for due process purposes. At a minimum, the notice must comply with the Open Meeting Law by posting at least forty-eight hours prior to the hearing, except in an emergency, calculated as required by law.
- **Content** - Substantive law will also dictate the content of the notice. Generally, notice must include the date, time and location of the hearing, statutory basis, and a brief statement of facts.
- **Delivery** – Unless addressed by applicable substantive law, when individual notice is required, it should be sent certified mail and first class mail, or in any other manner reasonably likely to provide actual notice to interested parties, e.g. service by constable.

#### **Step 2 - Open the Hearing**

- The Chair should open the meeting by reading the hearing notice into the record and asking staff to confirm that notice was published, posted and served upon interested parties as required by law. For Application hearings, the Chair should confirm that the application is complete.
- The Chair (or Town Counsel if present) should establish ground rules, informing those present that: testimony will be limited to the issues directly related to the subject matter of the hearing; only one person will be permitted to speak at a time; all discussion will go through the Chair; all parties will be expected to conduct themselves civilly; and argument between parties will not be permitted. The proceeding should be recorded and the recording preserved.
- Before taking testimony, witnesses must be sworn. The Chair may ask anyone who intends to testify to stand, raise his/her right hand and swear that “the testimony I am about to give in this matter is the truth, the whole truth and nothing but the truth.”

## **Step 3 – Collect Evidence**

- Adjudicatory Hearings generally proceed in two phases: (1) collection of evidence of the violation from staff and/or complaining parties; and (2) collection of evidence in defense from the subject of the hearing and/or supporting witnesses.
- Application and Regulatory Hearings also proceed in two phases: (1) collection of evidence from the applicant/proponent and those wishing to speak in favor of the application or regulation; and (2) collection of evidence from those in opposition to the application or regulation.
- For each person who testifies, the Chair should ask them to identify themselves by stating their name and address for the record. Witnesses may be questioned by members. In Adjudicatory Hearings, however, witnesses may first be cross-examined by a representative of the hearing target.
- Any documentary or physical evidence should be given a unique identifier as part of the record and made available for inspection by interested parties. Such documents must be maintained as part of the official meeting record.

## **Step 4 – Deliberate and Decide**

- When it is determined that all relevant testimony and evidence has been presented, the Chair should entertain a motion to “close the evidentiary portion of the hearing”. Once the vote is taken, the Chair should declare the evidentiary portion of the hearing closed and inform the public that deliberations will begin.
- Members must then deliberate, in open session and in a manner that can be followed by those in attendance, i.e., in loud, clear voices.
- For Adjudicatory Hearings, members will vote on two issues: (1) whether there was a violation; and (2) if so, what, if any, action should be taken. To insulate a decision from challenge, members must separately consider each violation and, in connection therewith, make specific findings of fact.
- For Application Hearings, members will vote on whether to grant the license, permit or approval, and if so, whether to impose any conditions thereon. In order to insulate the decision from challenge, members must separately consider each criterion for issuance and make specific findings of fact to support that criterion.
- For Regulatory Hearings, following submission of written or oral testimony, members will deliberate and then vote on whether to adopt, rescind or amend regulations.
- Once final votes are taken, the Chair should entertain a motion to close the public hearing, and staff should be directed to prepare proper notice of the decision or other action taken, in accordance with applicable law. For Adjudicatory and Application proceedings, written notice should be sent, certified and first class mail, as soon as possible to all interested parties including any right of appeal, and such notice may also be required to be filed with the municipal clerk. For Regulatory proceedings, further notice or publication of the decision may be required.



## Local Regulation of Nuisance and Dangerous Dogs

Effective on October 31, 2012, An Act Further Regulating Animal Control” (the “Act”) substantially revised the procedures for responding to complaints about nuisance and vicious dogs pursuant to the provisions of G.L. c. 140, §157. To simplify the detailed process, attached is a two-page summary of the new standards and process.

### The Regulatory Framework

Pursuant to the prior version of G.L. c.140, §157, municipal officials responded to complaints that dogs were “nuisance[s] by reason of vicious disposition or excessive barking or other disturbance”. However, the statute failed to define these terms or otherwise establish appropriate remedial action in the event a dog was found to be a nuisance.

The Act addresses this issue in part. Specifically, the Act deletes the phrase “nuisance by reason of vicious disposition or excessive barking or other disturbance” and replaces it with, and defines, the terms “attack”, “nuisance dog” and “dangerous dog”. Additionally, the statute explicitly excludes certain factors or circumstances as bases for a finding that a dog is dangerous, including, for example, the fact that a dog is a particular breed, or a situation in which a dog was protecting its offspring or owner. Further, the Act proposes seven specific remedies for ameliorating nuisances caused by dangerous dogs. Importantly, while these amendments provide guidance as to how to resolve dog complaints, the Act continues to provide local officials with sufficient discretion to protect the public safety based upon particular facts.

### Proceedings at the Local Level

Under the prior and current versions of G.L. c.140, §157, the process for determining whether a dog is a nuisance begins with a written complaint. The Act now gives municipalities greater flexibility in delegating responsibility for handling dog complaints by expanding the list of officials authorized to address complaints to include: mayors in cities; boards of selectmen in towns; or, in any city or town, the chief or commissioner of the police department, or their designee, or other person charged with the responsibility of handling dog complaints.

Upon receipt, the hearing authority is required to investigate or cause the investigation of the complaint. The investigation must include an examination of the complainant under oath. While it was common for municipalities to conduct such examination at a public hearing, the Act now requires the complaint be decided based upon “credible evidence and testimony presented at [a] public hearing in the municipality.” As with other types of adjudicatory hearings, although the formal rules of evidence

will not apply, we recommend that all witnesses be sworn and the proceedings be recorded for use in the event of an appeal.

The hearing authority should proceed in two steps. First, there must be a determination of whether the dog is a nuisance or dangerous. In making this determination, the hearing authority will be guided by the new definitions set forth in the Act. If the hearing authority decides the dog is not a nuisance or dangerous, the inquiry ends and the hearing authority must dismiss the complaint.

If the hearing authority deems the dog a nuisance, it may “further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.” As with the prior version of the statute, the Act does not establish any parameters for such remedial action, if any, but rather, it leaves the response to the complaint to the discretion of the hearing authority. In contrast, if the hearing authority deems the dog dangerous, it shall order one or more of the seven remedies ranging from restraint to euthanization. The list includes remedies commonly invoked by municipalities, and allows the hearing authority discretion to decide on an appropriate combination most suited to the facts of a particular case. However, the Act strictly prohibits the common practice of “banishment”, i.e. ordering removal of a dog from the municipality in which its owner or keeper resides. Further, the Act codifies the common law rule prohibiting the regulation of dogs in a manner that is specific to breed.

### **Appellate Procedure**

The Act does not alter past practice relative to appeals. The owner or keeper of a dog aggrieved by a hearing authority’s decision may file an appeal in the local district court within ten days after issuance of the order. The initial hearing on the appeal is before a district court clerk magistrate who shall hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. Either party aggrieved by the decision of the clerk magistrate may then request a *de novo* hearing before a justice of the district court, who may, based upon the credible evidence and testimony presented at trial dismiss the complaint, or deem the dog a nuisance or dangerous dog. Although the Act states that the decision of the court after a *de novo* hearing is final and conclusive upon the parties, the Appeals Court found that the same language in the prior version of the statute provides for a further appeal to Superior Court pursuant to the provisions of G.L. c. 249, §4.

The Act does, however, provide municipalities with significantly greater enforcement authority during the pendency of the appeal by authorizing a petition to the district court for an order of impoundment. The district court may issue such an order upon a finding of probable cause that the dog is dangerous. The Act requires the owner to pay the costs of impoundment if the municipality prevails in the appeal and authorizes the municipality to recover such costs through a lien on the owner’s real estate or as an additional surcharge on the owner’s motor vehicle excise tax.

## Enforcement

The Act provides enhanced penalties for the failure to comply with a municipal or court order. If an owner or keeper of a dog violates an order issued under G.L. c.140, §157, the dog is subject to seizure and impoundment by a law enforcement or animal control officer and the owner or keeper may be subject to criminal penalties or prohibited from licensing a dog within the Commonwealth for up to five years. The Act also authorizes the issuance of fines for failure to comply with such orders – a fine of not more than \$500.00 or imprisonment for not more than 60 days, or both, for a first offense and a fine of not more than \$1,000.00 or imprisonment for not more than 90 days or both for a second or subsequent offense. The Act also prohibits anyone over 17 with “actual knowledge” that a dog has been deemed dangerous from allowing a child under 17 to own, possess or have the care or custody of such dog, and further requires a dog’s dangerousness be disclosed prior to transfer of possession or ownership.

In summary, the Act makes substantial revisions to the process for addressing vicious dog complaints. We recommend, therefore, that any municipal hearing authority addressing such complaints carefully review the revised definitions and procedures to ensure any action taken is consistent with the new statutory requirements.

Please contact Gregg Corbo at [gcorbo@k-plaw.com](mailto:gcorbo@k-plaw.com) or 617.556.0007 with further questions.

## NUISANCE AND DANGEROUS DOGS G.L. c. 140, § 157

### Important Definitions:

**“Attack”** - an aggressive physical contact initiated by an animal.

**“Dangerous dog”** – a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.

**“Nuisance dog”** – a “dog that: (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one’s quiet and peaceful enjoyment; or (iii) has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under the circumstances.

### Sample Motions for Hearing Authority:

#### Nuisance Complaint:

**Not a Nuisance Dog:** I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find the dog complained of is not a nuisance dog and that the complaint be dismissed; or

**Is a Nuisance Dog:** I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find the dog complained of is a nuisance dog by reason of [choose one or more of the three reasons listed above in the definition of “Nuisance dog”]

#### Dangerousness Complaint:

**Not a Dangerous Dog:** I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is not a dangerous or nuisance dog and that the complaint be dismissed; or

#### **Is a Dangerous or Nuisance Dog:**

**Nuisance Dog:** I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is a nuisance dog by reason of [choose one or more of the three reasons listed above in the definition of “Nuisance dog”]; or

**Dangerous Dog:** I move, based on the following facts adduced at this public hearing, including, but not limited to [insert listing of facts], that [the hearing authority] find that the dog complained of is a dangerous dog by reason of [choose one or both of the reasons listed above in the definition of “Dangerous dog”].

Remember that a determination that a dog is dangerous **cannot** be: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was

reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- the dog was protecting itself, its offspring, another domestic animal or a person from attack;
- the person attacked or threatened was committing a crime upon the person or property of the owner or keeper of the dog;
- the person attacked or threatened was teasing or otherwise provoking the dog; or
- at the time of the attack or threat, the person or animal attacked or threatened had breached an enclosure or structure in which the dog was kept apart from the public.

Further, be aware that if the person attacked or threatened is under the age of 7, a rebuttable presumption exists that such person was not committing a crime, provoking the dog or trespassing.

### **Remedies:**

**Nuisance Complaint:** If the hearing authority deems a dog a nuisance dog, the hearing authority may, in its discretion, order the owner or keeper of the dog to take action to ameliorate the nuisance behavior.

**Dangerousness Complaint:** If the hearing authority deems a dog a dangerous dog, it shall order one or more of the following remedies be imposed:

- (i) that the dog be humanely restrained, but not chained, tethered or otherwise tied to an inanimate object including a tree, post or building;
- (ii) that the dog be confined to the premises of its owner or keeper, either indoors or outdoors properly sheltered from the elements in a securely enclosed and locked pen or dog run area with a secure roof and, if the enclosure has no floor, with sides not less than 2 feet embedded into the ground;
- (iii) that when removed from the premises of the owner or keeper, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;
- (iv) that the owner or keeper provide documented proof of no less than \$100,000 insurance for claims resulting from intentional or unintentional acts of the dog, or of reasonable efforts to obtain such insurance if a policy has not been issued;
- (v) that the owner or keeper provide the licensing authority, animal control officer or other entity identified in the order, information by which a dog may be identified, including, for example, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of information;
- (vi) that the dog be altered so it is unable to reproduce, unless its owner or keeper provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition; or
- (vii) that the dog be humanely euthanized.

**No order shall be issued directing that a dog deemed dangerous be removed from the town or city in which the owner of the dog resides.**

*Be reminded that the sample votes and proposed remedies set forth herein may serve as the basis for actual votes or remedial orders, but any actual votes or remedial orders must be prepared on a case-by-case basis in light of the specific facts at issue and in conformance with applicable statutory language.*

## Chapter 86

### DOGS

#### ARTICLE I Restraint

- § 86-1. Action by Dog Officer.
- § 86-2. Violations and penalties.

#### ARTICLE II Licensing

- § 86-3. Animal control.
- § 86-4. Disposition of funds.
- § 86-5. Licensing official.

**[HISTORY: Adopted by the Town of Brewster as indicated in article histories. Amendments noted where applicable.]**

ARTICLE I

**Restraint**

**[Adopted 3-5-1973 STM, Art. 55; amended 5-14-1974 STM, Art. 38; 5-10-1976 STM, Art. 50]**

**§ 86-1. Action by Dog Officer.**

To implement the year-round dog restraining order, all dogs found at large shall be picked up by the Dog Officer and brought to the dog pound.

**§ 86-2. Violations and penalties.**

A fine of \$25 shall be paid for an initial offense and a fine of \$25 for all subsequent offenses, as provided in MGL c. 140, § 173A, as amended by Ch. 627, Acts of 1973.



ARTICLE II  
**Licensing**  
**[Adopted 5-11-1982 ATM, Art. 90]**

**§ 86-3. Animal control. [Added 11-19-2001 FYTM, Art. 6<sup>1</sup>]**

A. Definitions. The following words and phrases shall have the following meanings:

KEEPER — Any person, other than the owner, harboring or having in his possession any dog.

LICENSE PERIOD — Between January 1 and December 31, both dates inclusive. **[Amended 12-3-2018 FYTM, Art. 10]**

MULTIPLE PET HOUSEHOLD — More than three dogs over the age of six months of age at a single private residence.

B. Licensing required.

- (1) Effective January 1, 2003, any person residing in the Town of Brewster who, at the beginning of the license period (January 1 to December 31), or who during the license period becomes the owner or keeper of a dog six months old or over, shall cause the dog to be licensed within 30 days. **[Amended 12-3-2018 FYTM, Art. 10]**
- (2) On the license form, the Town Clerk shall record the name, address, phone number of the owner or keeper of the dog, and the name, license number, breed, age and date of rabies expiration. The name of the Town and the year will also be printed on the tag.
- (3) The owner or keeper shall cause the dog to wear around its neck or body a collar or harness to which he shall securely attach the license tags. In the event that any tag is lost, defaced, or destroyed, the owner or keeper shall obtain substitute tags from the Town Clerk at the cost of \$1.
- (4) The Town Clerk shall not issue a license for any dog unless the owner or keeper provides the Town Clerk with a veterinarian's certificate verifying that the dog is currently vaccinated against rabies.
- (5) The fee for each dog license shall be \$12 unless it is accompanied by a certificate from a veterinarian stating that the dog has been spayed or neutered, in which case the fee shall be \$6. No fee shall be charged for a dog specially trained to lead the blind or serve a blind or deaf person upon presentation to the Town Clerk of a certificate of such training.
- (6) The Town Clerk shall collect a late fee of \$10 for every dog license issued after the thirty-day period.
- (7) Any owner or keeper of a dog who moves into the Town of Brewster and has a valid license for his/her dog from another city or town in the commonwealth may obtain a dog license, upon forfeiture of the old license, for \$1.
- (8) Violation and penalties. Whoever, as owner or keeper of a dog, fails to license such dog later than the 30 days after a license period begins shall be subject to a fine of \$25.

C. Kennel licenses.

- (1) Any owner or keeper of more than three dogs shall obtain a kennel license for a multiple pet household upon payment of \$50. The owner or keeper shall present the Town Clerk verification that all dogs six months or older have been currently immunized against rabies.
- (2) Violations and penalties. Any person who violates the provisions of this subsection shall receive a

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1. Editor's Note: This article also repealed former § 86-3, Annual fees.

§ 86-3 written warning for the offense, and for each subsequent offense shall be liable for a payment of a fine of \$25. § 86-5

D. Restraining of dogs. All dogs owned or kept within the Town of Brewster shall at all times be kept securely restrained by means of a suitable leash, rope, chain or other reasonable method which effectively confines the dog to the property owned, occupied or controlled by the dog's owner or keeper; provided, however, a dog in the presence of its owner or keeper or responsible person having charge thereof and under the control of said person, need not be restrained by means of a rope. Whoever as owner or keeper fails to restrain his/her dog shall be subject to a fine of \$25 and to act fully thereon.

**§ 86-4. Disposition of funds.**

Notwithstanding the provisions of MGL c. 140, § 147, or any other provision of law to the contrary, all money received for licenses or from the sale of dog licenses by the Town under the provisions of said MGL c. 140, relating to dogs, shall be paid into the Town treasury of said Town and shall not thereafter be paid over to the County of Barnstable.

**§ 86-5. Licensing official.**

Notwithstanding the provisions of MGL c. 140, § 137, or any other provision of law to the contrary, the registration, numeral listing, description and licensing of dogs, if kept in said Town, shall be conducted by the Town Clerk of said Town.



## **Brewster Conservation Trust**

PROTECTING BREWSTER'S WOODLANDS, PONDS, MARSHES AND MEADOWS  
FOR TODAY AND FOR GENERATIONS TO COME

### **Public Access Policy**

Updated September 7, 2022

The mission of the Brewster Conservation Trust (BCT) is to preserve open space, natural resources, and the rural character of Brewster; and to promote a conservation ethic. When consistent with its mission, BCT offers limited access to some properties for public passive recreation. These properties are maintained by BCT staff and volunteers to encourage the public to connect with nature and our mission. We welcome everyone to enjoy these properties but have established the following policy to minimize damage to the natural resources. All users of BCT properties enter the properties at their risk.

Individuals seeking to hold an event or group activity on BCT Property should contact the BCT office at 508-694-6720 for more information and approval.

#### **Policies for all BCT properties open for public access:**

- Properties are open from dawn to dusk.
- Visitors should stay on marked trails.
- Dogs must be leashed at all times. Owners are required to pick up and properly dispose of dog waste. BCT reserves the right to close any property to dogs due to environmental concerns.
- Properties are smoking and tobacco free.

#### **Permitted activities:**

- Hiking and running on marked trails.
- Fishing, in accordance with state laws, unless otherwise indicated.
- Kayaking, canoeing, and paddle boarding. Storage of any watercraft on BCT property is prohibited, and BCT reserves the right to remove any watercraft that is stored on its property.
- Snowshoeing and cross-country skiing.

#### **Prohibited activities:**

- Hunting and trapping.
- Biking and use of motorized vehicles.
- Riding or leading horses.
- Creating new trails.
- Pruning or removing vegetation.
- Using metal detectors.
- Disturbing the soil or digging to bury, uncover or remove items.
- Placing man-made items (e.g., plastic Christmas ornaments). BCT reserves the right to remove any objects it feels may harm wildlife or the environment.
- Open Burning (smoking, campfires, grills, fireworks, etc.).
- Camping.

BCT has developed trails on properties with special consideration of the impacts of the trails and the unique features of the properties. We acknowledge that there are “unofficial trails” on some BCT properties. These trails typically existed prior to BCT’s acquisition of the properties, and BCT does not

maintain them. Using them is permissible in accordance with the rules above and at the user's own risk. **Creation of new trails is prohibited without permission from BCT.**

If it is determined that an "unofficial trail" is creating a significant impact on the land in one or more environmentally sensitive areas, the trail will be closed.

<b>Account Number:</b>	669892
<b>Customer Name:</b>	Brewster Board Of Selectmen/Legals
<b>Customer Address:</b>	Brewster Board Of Selectmen/Legals 2198 Main St Brewster Ma 02631-1852
<b>Contact Name:</b>	Andreana Sideris
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>PO Number:</b>	

<b>Date:</b>	07/21/2023
<b>Order Number:</b>	9083768
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	1.0000
<b>Height in Inches:</b>	0.0000

**Print**

Product	#Insertions	Start - End	Category
NEO wickedlocal.com	2	07/28/2023 - 08/04/2023	Govt Bids & Proposals
NEO CAP Cape Codder	2	07/28/2023 - 08/04/2023	Govt Bids & Proposals

<b>Order Confirmation Amount</b>	<b>\$36.92</b>
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# Ad Preview

SEL/DOG HEARING 8/10/23  
LEGAL NOTICE  
TOWN OF BREWSTER –  
DOG HEARING  
Select Board

In accordance with MGL Chapter 140, Section 157 and Chapter 86 of the Code of the Town of Brewster, the Brewster Select Board will hold a public hearing on Thursday, August 10, 2023 at 6:00pm in order to investigate complaints of nuisance or dangerous dogs housed at 303 Red Top Road, Brewster, MA. This hearing will be conducted in person in Room A 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. Parties of direct interest are invited to attend and be heard.

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

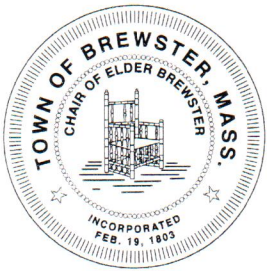
**Phone:** Call (312) 626 6799 or (301) 715-8592. Webinar ID: 890 9291 0526 Passcode: 509224

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

**Zoom Webinar:**  
<https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09>  
Passcode: 509224

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

AD#9083768  
Cape Codder 7/28, 8/4/23



## Town of Brewster

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

Office of the:  
Select Board  
Town Manager

July 21, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED  
FIRST CLASS MAIL

Tonia St. Germain  
335 Red Top Road  
Brewster, MA 02631

Dear Ms. St. Germain:

**On Thursday August 10, at 6:00 p.m. in Room A of the Brewster Town Office Building, 2198 Main St., Brewster, MA**, the Brewster Select Board, will hold a public hearing in accordance with Massachusetts General Laws, Chapter 140, Section 157 and Chapter 86 of the Code of the Town of Brewster, to determine whether the dogs owned and/or kept by Britta Cleveland and Parisis Filippatos in the Town of Brewster Nuisance Dogs or Dangerous Dogs as those terms are defined in said statute. This Notice is based on a written complaint that dogs known as “Raki”, “Remi”, and “Stevie”, were involved in an altercation with you and your dog named “Oakley” while they were off leash and not under voice command while in a public place in the Town of Brewster.

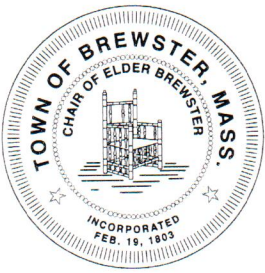
In accordance with its statutory authority, the Select Board will conduct a public hearing, which shall include an examination of the complainant under oath, and based on the credible evidence and testimony presented, it may make such findings and order concerning the restraint of said dogs as may be deemed necessary, which may include an order that the dogs be humanely euthanized, with such order applying to one, all three or any combination of the three dogs

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses. You may be represented by an attorney at your own expense. You may make an appointment to examine the public records in the Town’s file on this matter during regular business hours.

If you have questions related to the hearing, please call our Office at 508-896-3701, ext.1100.

Sincerely,

Erika Mawn  
Executive Assistant, Select Board/Town Manager



## Town of Brewster

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

Office of the:  
Select Board  
Town Manager

July 21, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED  
FIRST CLASS MAIL

Britta Cleveland & Parisis Filippatos  
303 Red Top Road  
Brewster, MA 02631

Dear Ms. Cleveland and Mr. Filippatos:

On **Thursday August 10, at 6:00 p.m. in Room A of the Brewster Town Office Building, 2198 Main St., Brewster, MA**, the Brewster Select Board, will hold a public hearing in accordance with Massachusetts General Laws, Chapter 140, Section 157 and Chapter 86 of the Code of the Town of Brewster, to determine whether the dogs owned and/or kept by yourself in the Town of Brewster Nuisance Dogs or Dangerous Dogs as those terms are defined in said statute. This Notice is based on a written complaint that dogs known as “Raki”, “Remi”, and “Stevie”, were involved in an altercation with another Brewster Resident, Tonia St. Germain and her dog named “Oakley” while they were off leash and not under voice command while in a public place in the Town of Brewster.

In accordance with its statutory authority, the Select Board will conduct a public hearing, which shall include an examination of the complainant under oath, and based on the credible evidence and testimony presented, it may make such findings and order concerning the restraint of said dogs as may be deemed necessary, which may include an order that the dogs be humanely euthanized, with such order applying to one, all three or any combination of the three dogs

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses. You may be represented by an attorney at your own expense. You may make an appointment to examine the public records in the Town’s file on this matter during regular business hours.

If you have questions related to the hearing, please call our Office at 508-896-3701, ext.1100.

Sincerely,

Erika Mawn  
Executive Assistant, Select Board/Town Manager



7018 2290 0000 2350 1341

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

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

Postage \$  
 Total Postage and Fees \$

Sent To Britta Cleveland & Parisis Filippatos  
 Street and Apt. No., or PO Box No. 303 Red top Rd.  
 City, State, ZIP+4® Brewster MA 02631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here: JUL 21 2023  
 BREWSTER, MA 02631

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Britta Cleveland & Parisis G. Filippatos  
303 Red Top Rd.  
Brewster, MA 02631

9590 9402 4747 8344 1777 61

2. Article Number (Transfer from service label)  
7018 2290 0000 2350 1341

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

Return Receipt

Domestic Return Receipt

7021 0350 0000 0857 5542

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

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

Postage \$  
 Total Postage and Fees \$

Sent To Tonia St Germain  
 Street and Apt. No., or PO Box No. 335 Red Top Rd  
 City, State, ZIP+4® Brewster MA 02631

Postmark Here: JUL 21 2023  
 BREWSTER, MA 02631

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Tonia St Germain  
335 Red Top Rd.  
Brewster, MA 02631

9590 9402 6578 1028 6448 90

2. Article Number (Transfer from service label)  
7021 0350 0000 0857 5542

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

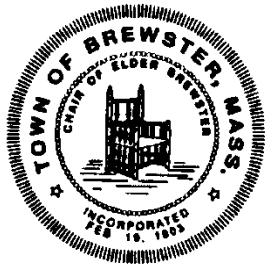
B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Restricted Delivery

Return Receipt

Domestic Return Receipt



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

Office of:  
Select Board  
Town Manager

August 2, 2023

To: Brewster Select Board  
From: Donna Kalinick & Jill Scalise  
Re: 212 Yankee Drive IFB award

As voted at May 2022 Spring Town Meeting, the BAHT has care, custody and control of 212 Yankee Drive, a single-family residence on our Subsidized Housing Inventory (SHI). The BAHT has contracted with Housing Assistance Corporation and their sub, The Resource Inc. (TRI) to rehabilitate the home and re-sell it to an eligible affordable buyer. The home suffered severe water damage prior to 2018. The DPW has assisted with landscaping and removal of some items. The remediation work and septic repairs have been completed. The Town issued an Invitation for Bid (IFB) in June to complete the work required to bring the home back into livable standard. Funds for the work are available from a Community Preservation Act grant for housing preservation as well as undesignated Housing Trust funds. The cost for rehabilitation work exceeds \$50,000. According to the BAHT bylaw, the Select Board has to approve expenditures that involve real property that exceed \$50,000. We expect to have the house fully rehabilitated in the fall and to hold a lottery for the affordable resale.

On July 19<sup>th</sup>, 2023, we opened bids in response to the Invitation for Bid (IFB) for the Rehabilitation of 212 Yankee Drive. We received (2) bids: one was disqualified due to lateness and the other we are recommending for award. The low and responsible bidder was Pearl Company of Mashpee, MA with a bid of \$240,672.00. Pearl Company attended the pre-bid walk through, submitted questions to the IFB. References were checked and the feedback was very positive as to the quality of the workmanship, timeliness of work performed and communication with the company project staff.

Jill Scalise and Donna Kalinick met with legal counsel on Thursday July 27<sup>th</sup> to review the list of work and it was determined that almost of work will be Community Preservation Act (CPA) eligible, due to the extent of the damage in the home and the work needed to bring it back to livable condition for re-sale to an affordable, qualified home buyer through a fair market lottery process.

The BAHT voted to recommend to the Select Board award of the contract to Pearl Company at their meeting on August 3, 2023. The Select Board is asked to take a vote tonight that the Town award the contract to Pearl Company in the amount of \$240,672.00. A contract will then be prepared and executed between the Town and Pearl Company, signed by the Town Manager and Finance Director. The contract states that the contractor has 90 days from issuance of a building

permit to complete all work. The Select Board is also asked to waive Building Permit fees that are associated with this work, in accordance with Select Board policy #5.

Legal counsel is reviewing the question of proceeds that may come from the sale of the barbie dolls that were found in the attic. In the meantime, Jill Scalise and Donna Kalinick will inventory them and move them to a secure location while construction is ongoing.

We look forward to completing this phase and moving towards completion and re-sale of the home. An updated financial spreadsheet for all of the work is included in your packet.

Type	Expenses	Source	Vendor
Legal	2,523	CPC	KP LAW
Administration	27,500	CPC/BAHT (legal counsel 10.21.22)	TRI/HAC
Back Taxes	15,986.84	Sale Proceeds	TOB
Appraisal	\$600.00	CPC	Linda Coneen
Insurance	7,163.92	BAHT	MIIA
	7,054.56	BAHT	MIIA
Septic Inspection	1,190.00	BAHT	Accucheck
Repairs	6,981.00	CPC (legal 07.27.23)	Accucheck/Joe Martin
Other Property Work			
Remediation	38,125.00	CPC (legal 07.27.23)	Green Env.
DPW Stone for driveway	438.50	BAHT	RB OUR
Plumbing Assessment	1,850.00	BAHT	Glenn Sherman
Replace Boiler	9,860	CPC (legal 07.27.23)	Glenn Sherman
Major Construction	240,672	CPC/BAHT (legal 07.27.23)	Bid price
	\$ 359,944.82		
Authorizations by Trust	2,000	6/5/2019	legal & other admin. expenses
	5,000	8/13/2020	legal & professional
	10,000	7/8/2022	legal & insurance
	2,500	11/3/2022	addl to the 10K-inspections & other misc. costs
	27,500	10/6/2022	Admin. for rehab & lottery
	45,000	2/2/2023	Remediation and other small building items
	7,500	3/2/2023	Septic Repairs
	\$ 99,500.00		
	212 Yankee Drive		

SECTION 00300

FORM OF GENERAL BID

Bid of Pearl Construction, LLC dba The Pearl Company (hereinafter called "Bidder")\*

- a corporation, organized and existing under the laws of the state of  
Massachusetts
- a partnership
- a joint venture
- an individual  
doing business as \_\_\_\_\_

To the Town of Brewster, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as 212 Yankee Drive Rehabilitation, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 90 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of (\$250.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

\_\_\_\_\_  
\*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. 1 Dated: 6/30/2023

No. 2 Dated: 7/10/2023

No. 3 Dated: 7/13/2023

No. Dated:

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ 240,672

Two hundred forty thousand,  
Six hundred seventy-two dollars

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract price in accordance with Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for  2  years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

Seth Adams  
\_\_\_\_\_  
766 Falmouth Rd. Suite B12  
\_\_\_\_\_  
Mashpee, MA 02649  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
a. May 2023	Falmouth Pediatrics	\$786K	MEDCOM Architectural Group	Peter Lind	508.540.0195
b. June 2023	23 Foley Beach Rd.	\$572K	Bruce Wayne Devlin Design	Chris Reale	617.834.3005
c. July 2023	Bartlett Consolidated Renovations	\$310K	RL Seaberg Design, Inc.	Tony Pina	617.306.6090
d. April 2022	Leary/Hodgman Law Office	\$295K	RESCOM Architectural Group	Kara Leary	508.419.1801
e. April 2023	Eastward Ho! Pumphouse	\$250K	ASAP Engineering	Frank Hancock	508.348.3830
f. March 2023	WHOI Redfield Renovations	\$77K	N/A	Dave Derosier	508.289.2289



Bank reference Cindy Neelon  
(Name)

Rockland Trust  
(Bank)

5 Shellback Way  
Mashpee, MA 02649  
(Address)

508.539.3101  
(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.


The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date: July 19, 2023

Respectfully submitted:

By:   
(Signature)

Seth Adams  
(Type Name of Bidder)

President, Pearl Construction  
(Title)

766 Falmouth Rd., Suite B12  
(Business Address)

Mashpee, MA 02649  
(City and State)

508.889.8175  
(Telephone Number)

*A A Lanzetta*  
Notary Public

*My Commission Expires: 5/10/2030*



CERTIFICATE OF VOTE  
(to be filed if Contractor is a Corporation)

I, Seth Adams, hereby certify that I am the duly qualified  
(Secretary of the Corporation)

and acting Secretary of Pearl Construction, LLC and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on July 14, 2023, at which  
(Date of Meeting)


all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Seth Adams

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:   
(Secretary of Corporation)

A True Copy:

Attest:   
(Notary Public)

My Commission Expires: 5/10/2030  
(Date)



**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

**COMPLETE AND SIGN BELOW:**

Authorized Person's Signature

*Seth Adams* President

Print Name & Title of Signatory

*Pearl Construction*

Name of Contractor

Date

*7/17/2023*



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

UCSX333X3004

**KNOW ALL MEN BY THESE PRESENTS**, that WE **PEARL CONSTRUCTION LLC dba The Pearl Company 766 Falmouth Rd. Unit B12 Mashpee, MA 02649**

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **United Casualty And Surety Insurance Company Newton, MA 02464**

a corporation duly organized under the laws of the State of **NE** as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Brewster 2198 Main St. Brewster, MA 02631**

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **5.00%** Attached Bid

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**Rehabilitation of 212 Yankee Drive**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19th** day of **July, 2023**

*[Signature]*  
(Witness)



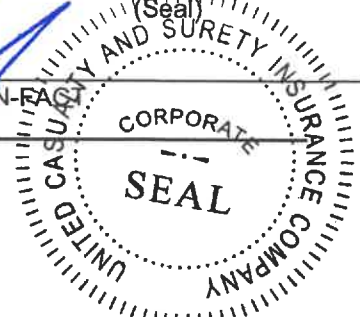
**PEARL CONSTRUCTION LLC** dba The Pearl Company  
(Principal) (Seal)

*[Signature]*

United Casualty And Surety Insurance Company  
(Surety) (Seal)

*[Signature]*  
(Witness)

Greg Angel, ATTORNEY-IN-FACT





**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

**POWER OF ATTORNEY**

Agency No: 171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint: **Mark D. Leskanic, Matthew Leskanic, Greg Angel, Colin Warner, Lauren Leskanic**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed **Five Million & 00/100 Dollars (\$5,000,000.00)**. This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 21st day of June, 2023



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

*Michael T. Porsch*

Michael T. Porsch, Treasurer

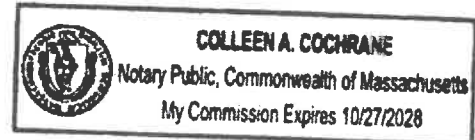
Corporate Seals

Commonwealth of Massachusetts  
 County of Middlesex ss:

On this 21st day of June, 2023 before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

*Colleen A. Cochrane* (Seal)  
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors set out in the Power of Attorney are in full force and effect.

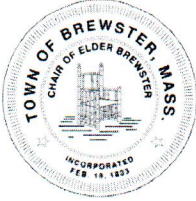
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 19th day of July 2023

Corporate Seals



*Robert F. Thomas*

Robert F. Thomas, President



**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**

1. 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**

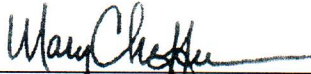
1. **Town exemptions.** Construction projects initiated, participated in, or sponsored by the Town, including those related to affordable housing, shall be exempt from all applicable licensing and permit fees except electrical and plumbing/gas inspectional service fees.
2. **Nonprofit application limits.** 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 pro-rate 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

  
\_\_\_\_\_  
Mary Chaffee, Chair

  
\_\_\_\_\_  
Ben DeRuyter, Vice Chair

  
\_\_\_\_\_  
Cynthia Bingham, Clerk

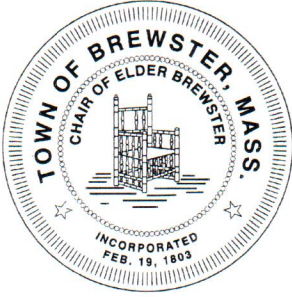
  
\_\_\_\_\_  
David Whitney

  
\_\_\_\_\_  
Edward Chatelain



## **For Your Information (FYIs)**

1. Administrative approval of one day liquor license for Cape Rep Theatre 8/6/23
2. Notice from Northside United Methodist Church re; Drummer Boy Park reservation
3. Housing Coordinator July 2023 Update



## Town of Brewster

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

Office of:  
Select Board  
Town Manager

2023-ODL-#32

FEE \$35.00

## Town of Brewster

### Local Licensing Authority

This is to certify that:

### CAPE REP THEATRE

IS HEREBY GRANTED A ONE-DAY LIQUOR LICENSE PERMIT TO ALLOW:

#### Beer and Wine

To be consumed on the premises for a performance/fundraising event

At the following address: 3299 Main Street, Brewster, MA 02631

This one-day permit is effective: Sunday, August 6, 2023, from 6pm – 10pm

This license is granted and accepted upon the express condition that the license shall, in all respects, conform to all of the provisions of the Liquor Control Act, Chapter 138 of the General Law, as amended, and any rules or regulations made thereunder by the licensing authorities.

Date of Issue: July 26, 2023

Peter Lombardi, Town Manager  
Local Licensing Authority

#### Conditions:

- A barrier or signage should clearly delineate where people are permitted to consume the alcohol served.
- Parking is allowed only in assigned parking spaces and parking areas.
- No parking on interior roadways or in areas surrounding the theatre that may block emergency access to the facility.

**Archived:** Friday, August 4, 2023 8:46:18 AM

**From:** [Rodney Dobbs](#)

**Mail received time:** Wed, 2 Aug 2023 16:58:21

**Sent:** Wednesday, August 2, 2023 12:58:22 PM

**To:** [Erika Mawn](#)

**Subject:** Re: Reserve Drummer Boy Park

**Importance:** Normal

**Sensitivity:** None

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Hi Erika,

Thank you for all of the work you and the Selectboard did regarding our application to hold the concert at Drummer Boy Park.

Our leadership discussed all that will be needed to hold the concert there and it may be more than our folks will be able to do. We are going to have the concert at our church instead.

Thank you again.

God Bless,  
Rodney

Rodney Dobbs, Pastor

[Northside United Methodist Church](#)

701 Airline Road

Brewster, MA 02631

508-385-8642 (pastor); 508-385-8622 (office)

Sunday Worship:

7:30 am at Corporation Beach, Dennis

10:00 am In Person at Northside & on [Youtube](#)



Sender notified by

[Mailtrack](#)

## Housing Coordinator Update July 2023

Jill Scalise

### Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14)
  - Responded to email, phone & in person requests for information and assistance, 53 total requests for housing information (38) or assistance (15). Open office hours Thursday from 10-noon.
  - Updated webpage. Made website postings & did outreach for two affordable housing opportunities.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
  - Finalized and submitted Community Preservation Act application to CPC for funding of the Affordable Buydown Program. CPC deemed application complete & appropriate, referred to Housing Partnership.
  - Trust authorized \$5,000 funding for start-up costs of Housing Program Assistant position.
  - Trust provided comments for SB strategic plan & support letter for Millstone CPA application.
3. Community Housing Parcel off Millstone (SB Strategic Plan H-4, HPP Strategies #12 & 16)
  - Comprehensive Permit decision recorded July 12<sup>th</sup>, after the appeal period concluded without an appeal.
  - Compiled documentation and submitted request to state for certification of Housing Production Plan.
  - Updated 0 Millstone Road timeline and worked on name for development.
4. Comprehensive Permit Projects (HPP Strategy #16): Habitat for Humanity on Phoebe Way. See link below.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
  - Brewster's Rental Assistance Program (BRAP)- Received 3 quotes for management of BRAP. Read quotes and compiled information for Housing Trust to make decision on 3-year contract at August meeting.
  - Community Development Block Grant (CDBG)- Received quarterly report on FY21 housing rehabilitation & childcare assistance. Grant progressing well, waiting on FY22/23 grant decision.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
  - 212 Yankee Drive- Donna Kalinick oversaw response to questions, bid opening, and reference calls for work to preserve home & prepare for affordable resale. Bid recommendation to be made by Housing Trust, with final decision by Select Board. Met with legal counsel about the use of CPA funds on the property.
  - Serenity Apartments- With Ms. Kalinick, met with legal counsel about regulatory requirements. Also talked with Serenity representatives about requirements for annual report and affordable unit rent increase requests.
  - 6 Sachus Trail- addressing deed violation. Resale of property by HAC. See below.
  - Continue working on SHI several homes of concern.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
  - ADU Bylaw: Participated in discussions and/or presentations led by Town Planner Jon Idman at Planning Board, Zoning Board of Appeals (ZBA), and Housing Partnership.
  - Updated progress on HPP Implementation Table & provided to SB along with comments for strategic plan.
8. Collaboration (HPP Strategies #7 & 15)
  - Prepared Local Preference Information Session flyer and distributed information to participating groups.
  - Met with CDP about Housing Institute planning. Attended scheduled HOME Consortium meeting.

### Upcoming Events:

- Applications open for 2 Habitat for Humanity 3 bedroom homes on Phoebe Way. Due August 14<sup>th</sup>.  
[To Apply for a Home | Habitat for Humanity Cape Cod \(habitatcapecod.org\)](https://habitatcapecod.org)
- Applications are available from HAC for an affordable home at 6 Sachus Trail. Due August 11<sup>th</sup>.  
[6 Sachus Trail in Brewster - Housing Assistance Corporation Cape Cod \(haconcapecod.org\)](https://haconcapecod.org)
- Local Preference Information Session planned for August 17<sup>th</sup> at 6PM & hosted by Housing Partnership.

### Personnel

- Participated in Housing Partnership, Housing Trust, Planning Board, & ZBA meetings. Worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Planning, Public Works, Town Administration & ZBA. Attended First Amendment Audit session