



# 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

September 18, 2023 at 5:30 PM

### Select Board

Ned Chatelain  
Chair

Mary Chaffee  
Vice Chair

Kari Hoffmann  
Clerk

Cynthia Bingham

Dave Whitney

**Town Manager**  
Peter Lombardi

**Assistant Town Manager**  
Donna Kalinick

**Project Manager**  
Conor Kenny

**Executive Assistant**  
Erika Mawn

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

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

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

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

**Zoom Webinar:** <https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09>  
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. Executive Session:
  - a. Review & Vote on Executive Session Minutes
  - b. To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares: *Parisis Filippatos v. Town of Brewster Select Board*  
**Anticipated Start Time for Open Session: 6:00PM**
6. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Select Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
7. Select Board Announcements and Liaison Reports
8. Town Manager's Report (page 3)
9. Consent Agenda (pages 4-29)
  - a. One Day Liquor License Applications: Chatham Bars Inn Farm (8) & Bizzotto Wedding (Crosby Mansion)
  - b. One Day Entertainment License Applications: Chatham Bars Inn Farm, Bizzotto Wedding (Crosby Mansion) & Movement Arts Cape Cod, Inc. (with fee waiver request)
  - c. Fee Waiver Request for Temporary Sign Permits: Movement Arts Cape Cod, Inc.
  - d. Facility Use Applications: Drummer Boy Park Gazebo & Crosby Landing Beach
  - e. Fall 2023 Tax Bill Insert: Local Comprehensive Plan FAQs
10. Discuss and Vote on Intermunicipal Agreement for Public Health Excellence Grant (pages 30-73)
11. Discuss & Vote on Local Preference Designation Spring Rock Village Housing Project, 0 Millstone Road (pages 74-78)



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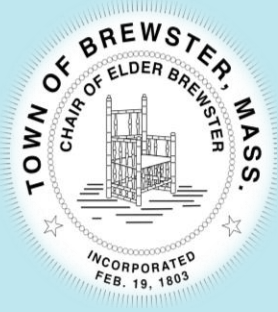
12. Discuss and Vote on Fall 2023 Special Town Meeting Warrant Articles (pages 79-118)
13. Follow-up on May 2023 Select Board Letter to Nauset Regional School Committee Seeking to Amend Regional School Agreement (pages 119-129)
14. Review Status of FY23 Goals & Discuss and Vote on FY24 Town Manager Goals (pages 130-136)
15. Update on Barnstable County Assembly of Delegates - Mary Chaffee (pages 137-138)
16. FYIs (pages 139-157)
17. Matters Not Reasonably Anticipated by the Chair
18. Questions from the Media
19. Next Meetings: September 27 (Joint Meeting with Finance Committee - Capital Facilities Site Visits), September 27 (Joint Meeting with Planning Board on Local Comprehensive Plan), October 2, October 3 (Joint Meeting with Bay Property Planning Committee & Pond Property Planning Committee), and October 16, 2023
20. Adjournment

**Date Posted:**  
9/14/2023

**Date Revised:**

**Received by Town Clerk:**

BREWSTER TOWN CLERK  
  
23 SEP 14 1:47P



On behalf of the Select Board, Bay Property Planning Committee, and Town Management, we invite you to join us for Brewster's

# First Annual Volunteer Fair

At our inaugural Brewster Volunteer Fair, members from board, committees, and commissions will be available to talk to residents about their role in shaping our community. Members will have the opportunity to present the ongoing work their team is responsible for and the planned initiatives for the upcoming year.

Residents will be able to explore opportunities to get involved and learn more about the election and appointment process.

# Please join us!

Saturday September 30, 2023

Dining Hall, Bay Property

10am – 12pm

We are requesting each board, committee, and/or commission select 1-3 representatives to host a table at the event.

Immediately following the Volunteer Fair, we invite all members of boards, committees, and commissions to join us for an appreciation luncheon from 12pm – 1pm.

Please RSVP to Erika Mawn no later than Sept. 22<sup>nd</sup>  
[emawn@brewster-ma.gov](mailto:emawn@brewster-ma.gov) / (508) 896-3701 x1100

**THANK YOU FOR ALL YOU DO!**



## Consent Agenda Cover Page

**a. One Day Liquor License Applications: Chatham Bars Inn Farm (8) and Bizzotto Wedding (Crosby Mansion)**

*Please see the memo for Department feedback regarding these applications.*

Chatham Bars Inn Farm is requesting the following 8 One Day Liquor Licenses:

- Monday September 25, 2023, from 5pm-9pm to serve beer, wine, and liquor to 80 guests for a private farm dinner.
- Wednesday October 4, 2023, from 3pm -9pm to serve beer, wine and liquor to 150 guests for a public farm to table dinner.
- Thursday October 5, 2023, from 6pm- 9pm to serve beer, wine, and liquor to 60 guests for a private farm dinner.
- Saturday October 7, 2023, from 11am – 5pm to serve beer, wine, and liquor at their “Fall Frolic” to an expected 800 attendees over the course of the day.
- Saturday October 21, 2023, from 5:30pm – 8pm to serve beer, wine, and liquor to 80 guests for a public farm to table dinner.
- Saturday October 28, 2023, from 5:30pm-8:30pm to serve beer, wine, and liquor to 80 guests for a public farm to table dinner.
- Saturday November 4, 2023, from 5:30pm -8pm to serve beer, wine and liquor to 80 guests for a public farm to table dinner.
- Saturday November 11, 2023, from 5:30pm -8:30pm to serve beer, wine and liquor to 80 guests for a public farm to table dinner.

Eliza Bizzotto is requesting a One Day Liquor Licenses for Saturday October 7, 2023, for a wedding reception that will be held at Crosby Mansion from 3pm until 8pm. They expect 60 guests and would like to serve beer and wine. They have hired a licensed company to provide and serve alcohol.

**Administrative Recommendation:**

We recommend the Board approve these applications with the conditions proposed by Department Heads.

**b. One Day Entertainment License Applications: Chatham Bars Inn Farm, Bizzotto Wedding (Crosby Mansion) and Movement Arts Cape Cod Inc. (with fee waiver request)**

*Please see the memo for Department feedback regarding these applications.*

Chatham Bars Inn Farm would like to provide entertainment in the form of an acoustic singer for their Fall Frolic event on Saturday October 7, 2023. This event will be held at the Chatham Bars Inn Farm located at 3034 Main Street from 11am – 5pm. They expect 800 attendees throughout the day.

Elisa Bizzotto is requesting a One Day Entertainment License for a professional disc jockey to perform indoors at her wedding reception at Crosby Mansion on Saturday October 7, 2023, from 2pm to 8pm. The reception will have 60 people in attendance.



Movement Arts Cape Cod, Inc. has received permission to host their Open Movement Arts Fair at the Boathouse on the Bay Property on Saturday September 23, 2023. This event will include movement workshops and a performance to amplified music. The event will be held outdoors from 1pm to 4pm and they expect 100 attendees throughout the day. They have also requested a fee waiver in the amount of \$35.00.

**Administrative Recommendation:**

We recommend the Board approve these applications with the conditions proposed by Department Heads.

**c. Fee Waiver Request for Temporary Sign Permit: Movement Arts Cape Cod, Inc**

Movement Arts Cape Cod is requesting a waiver of \$5 for the temporary sign permit through the Building Department.

**Administrative Recommendation:**

We recommend that the Board approve the fee waiver.

**d. Facility Use Applications: Drummer Boy Park Gazebo and Crosby Landing Beach**

*Please see the memo for Department feedback regarding these applications.*

Myles Phillip is requesting use of the Gazebo at Drummer Boy Park on Sunday October 8, 2023, from 9:30am until 12:30pm. They are planning a send-off brunch for family and friends. They expect no more than 50 guests and have submitted the required certificate of liability.

Elisa Bizzotto is requesting the use of Crosby Landing Beach for her wedding ceremony on Saturday October 7, 2023, from 1:45pm – 3:00pm. They expect 60 guests who will stand for the brief exchanging of vows. They will then hold their reception at Crosby Mansion.

**Administrative Recommendation:**

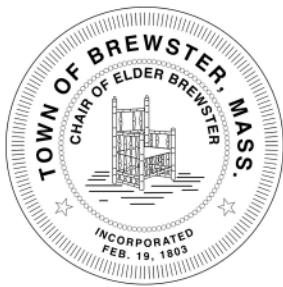
We recommend the Board approve the facility use applications with the conditions outlined by Department Heads.

**e. Fall 2023 Tax Bill Insert: Local Comprehensive Plan FAQs**

The Town Planner is seeking approval to include the Local Comprehensive Plan FAQs with the tax bills to residents to provide information prior to Town Meeting. Per MGL. Ch 60 S 3A any municipal information to be included in the envelope of property tax bills requires approval of the Select Board.

**Administrative Recommendation:**

We recommend the Board approve this request.



# Town of Brewster

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

Office of:  
Select Board  
Town Manager

To: The Select Board  
From: Erika Mawn  
Date: September 12, 2023  
RE: Department Head Feedback on Applications

All applications on the Consent Agenda have been provided to Department Heads for review and comment. The feedback will be noted on the license that is issued and shared with the applicant.

## **One Day Liquor Licenses Feedback:**

- Health Department:
  - If food is offered at any of these events, the applicant will need to follow up with the Health Department for proper permitting.
  
- Fire Department:
  - Requires that all roadways must remain unobstructed for emergency vehicle access.
  - No parking within fire lanes, on interior roads, or around main buildings that will inhibit or delay the response of fire apparatus or EMS vehicles to an emergency incident.
  - If utilized, all tents shall have a permanently affixed label indicating appropriate fire-retardant rating.
  
- Planning Department:
  - Chatham Bars Inn Farm has the required zoning special permit, and the events are consistent with the permit.
  - No concerns with the other permits.
  
- Police Department:
  - Request that a barrier or signage should clearly delineate where people are permitted to consume the alcohol served.
  - If Chatham Bars Inn Farms is anticipating a large draw for their Fall Frolic, and overflow parking with people walking to the event is needed, or more traffic flow than can be handled by the property, a police detail is required.
  
- Town Administration:
  - Reminder to Chatham Bars Inn Farm that if these 8 are approved, they will have reached their limit of 30 One Day Liquor Licenses that can be issued in a calendar year.
  - Request that the Select Board allow the Town Manager or Assistant Town Manager to approve date changes to the Liquor Licenses due to inclement weather if requested by the applicant.

- Due to the size of the Fall Frolic event, a police detail should be secured to help with traffic flow.
- Building Department:
  - If any temporary signs or structures are proposed, contact the building department to obtain the necessary permits.
  - If CBI Farms plan to move their dinner events into the greenhouse, they must provide occupant loads and a dining table layout with fire extinguisher locations and egress path layouts prior to the events.
  - The Building Department, along with the Fire Department, will set up the Annual 110 Inspection for the greenhouse prior to September 25, 2023.

**One Day Entertainment Licenses Feedback:**

- Health Department:
  - If food is offered at any of these events, the applicant will need to follow up with the Health Department for proper permitting.
- Fire Department:
  - Parking in designated spaces only. No parking in fire lanes or parking lot lanes. Fire Lanes and access to buildings shall remain clear of vehicles. Do not block hydrants or fire department sprinkler connections.
  - If utilized, all tents shall have a permanently affixed label indicating appropriate fire-retardant rating.
- Planning Department:
  - No concerns with the applications.
- Police Department:
  - If Chatham Bars Inn Farms is anticipating a large draw for their Fall Frolic, and overflow parking with people walking to the event is needed, or more traffic flow than can be handled by the property, a police detail is required.
- Town Administration:
  - With the size of the expected number of attendees for the Fall Frolic at CBI Farm, a police detail should be secured.
  - Approval must be obtained through the Bay Property Planning Committee to use Cape Cod Sea Camps for overflow parking.
- Building Department:
  - If any temporary signs or structures are proposed, contact the Building Department to obtain the necessary permits.

**Facility Use Applications Feedback:**

- Health Department:
  - If food is offered at any of these events, the applicant will need to follow up with the Health Department for proper permitting.

- Fire Department:
  - Any tents shall have a permanently affixed label indicating appropriate fire-retardant rating.
  - No parking on interior roads shall be permitted.
  
- Planning Department:
  - No comments or concerns.
  
- Police Department:
  - No comments or concerns.
  
- Town Administration:
  - Any serving of food/food vendors need to be permitted through the Board of Health.
  - No vehicles are to transverse across the paved walking paths.
  - Applicant should work with facilities regarding water and electric usage if needed.
  
- Building Department:
  - Any single tent exceeding 400 SF requires a tent permit application. This includes smaller tents conjoined to create a larger unit exceeding 400 SF.
  - If any temporary signs or structures are proposed, contact the Building Department to obtain the necessary permits.
  
- Natural Resources Department:
  - No vehicles across the walking path, including during setup and breakdown of the event.



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Office of:  
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 Town Manager

**Application Fee: \$35.00**

**APPLICATION FOR  
 ONE-DAY LIQUOR LICENSE**

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

**Section 1: Applicant Information**

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd. Chatham MA 02631</i>
Telephone # and Email Address: [REDACTED] <i>gthulander@chathambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>private farm Dinner</i>
Location of Event: <i>CPI Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>9/28/23 5-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, Wine, liquor</i>
Number of attendees anticipated: <i>80</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough, 3034 main st. Brewster MA 02631; [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

**Section 4: Additional Information:**

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

Applicant Signature: *[Signature]* Date: *8/28/23*





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Applicant's Address: <i>297 Shore Rd. Chatham MA 02633</i>
Telephone # and Email Address: <i>[REDACTED] gthulander@chathambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>public farm-to-table Dinner</i>
Location of Event: <i>CPA Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>10/4/23 ; 3-9 pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer, wine, liquor</i>
Number of attendees anticipated: <i>150</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough, 3034 main st, Brewster MA 02631 ; [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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**Section 4: Additional Information:**

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

Applicant Signature: *[Signature]* Date: *8/28/23*



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Telephone # and Email Address: [REDACTED] <i>gthulander@chathambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>private farm dinner</i>
Location of Event: <i>3 CBI Farm- 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>10/5/23 ; 6-9 pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer, wine, liquor</i>
Number of attendees anticipated: <i>60</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough ; 3034 main st. Brewster MA 02631 ; [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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Applicant Signature: *[Signature]*

Date: *8/28/23*



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Applicant's Address: <i>297 Shore Rd. Chatham MA 02633</i>
Telephone # and Email Address: <i>[REDACTED] gthulander@chatnambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>Fall Frolic</i>
Location of Event: <i>CBI Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>10/7/23 11am - 5pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer, wine, liquor</i>
Number of attendees anticipated: <i>150 (at one time) 800 over course of event</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough, 3034 main st. Brewster MA 02631; [REDACTED]</i>
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Applicant Signature: *[Signature]*

Date: *8/28/23*



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Telephone # and Email Address: [REDACTED] <i>gthulander@chathambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>Public farm to table Dinner</i>
Location of Event: <i>CB1 Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>10/21/23 : 5:30 - 8pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, Wine, liquor</i>
Number of attendees anticipated: <i>80</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough, 3034 main st. Brewster MA 02631 ; [REDACTED]</i>
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**Section 4: Additional Information:**

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

Applicant Signature: \_\_\_\_\_

Date: *8/28/23*



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Applicant's Address: <i>297 Shore Rd. Chatham MA 02631</i>
Telephone # and Email Address: <i>[REDACTED] gthulander@chathambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>Public farm to table dinner</i>
Location of Event: <i>CPA Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>10/28/23 ; 5:30- 8:30pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, wine, liquor</i>
Number of attendees anticipated: <i>80</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough 3034 main st. Brewster MA 02631 ; [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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**Section 4: Additional Information:**

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

Applicant Signature: *[Signature]* Date: *8/28/23*





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Telephone # and Email Address: [REDACTED] <i>gthulander@chatnambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>Public farm to table Dinner</i>
Location of Event: <i>CBI Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>11/4/23 ; 5:30 - 8pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, Wine, LIQUOR</i>
Number of attendees anticipated: <i>80</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough 3034 main st. Brewster MA 02631</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

**Section 4: Additional Information:**

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

Applicant Signature: \_\_\_\_\_

Date: *8/28/23*



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

Office of:  
Select Board  
Town Manager

**Application Fee: \$35.00**

**APPLICATION FOR  
ONE-DAY LIQUOR LICENSE**

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

**Section 1: Applicant Information**

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd. Chatham MA 02631</i>
Telephone # and Email Address: [REDACTED] <i>gthulander@chathambarsinn.com</i>

**Section 2: Event Information**

Type of Event: <i>Public farm to table dinner</i>
Location of Event: <i>C01 Farm - 3034 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>11/11/23 ; 5:30-8:30pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, Wine, LIQUOR</i>
Number of attendees anticipated: <i>70</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Isabelle Scarborough; 3034 main st. Brewster MA 02631; [REDACTED]</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

**Section 4: Additional Information:**

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

Applicant Signature: *[Signature]* Date: *8/28/23*



**Board of Selectmen  
Town Administrator**

2198 Main Street  
Brewster, Massachusetts 02631-1898  
(508) 896-3701  
FAX (508) 896-8089

**APPLICATION FOR  
ONE-DAY LIQUOR LICENSE**

(must be submitted with application fee two (2) weeks prior to the date of the event)

Applicant's Name: Elisa Bizzotto Phone: [REDACTED]  
Applicant's Address: [REDACTED] Brewster, MA 02631

Type of Event: Wedding

Location and Address where Liquor will be served if different from Applicant's Address:  
Crosby Mansion

Date and hours requested for Licensed Authorization to serve Liquor:

Day: October 7, 2023 Times: 3-8pm

Types of Liquor to be served:

Beer and wine only

Will food be provided? Yes

Number of attendees anticipated? 60

Who will serve the liquor?

Name: MobileMixers

Address: 106 Stephen Drive, Chatham MA02633

Contact phone number(s) for Server(s):

[REDACTED]

**FEE= \$35/day/location**

Signature of Applicant:

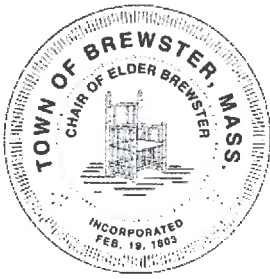
*Elisa Bizzotto*

Date:

8/30/23

Signature indicating for Licensing Authority's Approval:

Date \_\_\_\_\_



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

Office of:  
Select Board  
Town Manager

**Application Fee: \$35.00**

**APPLICATION FOR  
ONE-DAY ENTERTAINMENT LICENSE**

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

**Section 1: Applicant Information**

Applicant's Name:

Isabelle Scarborough

Applicant's Address:

3034 Main St. Brewster MA 02631

Telephone # and Email Address:

[REDACTED] farmstand@chathambarsinn.com

**Section 2: Event Information**

Type of Event:

"Fall Frolic"

Location of Event:

CPM Farm - 3034 Main St. Brewster MA 02631

Date of Event & Proposed Times:

October 7 2023, 11-5

Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):

Acoustic Singer

Will entertainment be performed indoors or outdoors:

outdoors

**Section 3: Additional Information:**

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

\*If yes, a building permit may be needed, please contact the building department for more information.

Number of anticipated attendees over the course of the event: 800 Maximum # at any one time: 150

Applicant Signature:

Isabelle Scarborough

Date:

8/30/23



**Board of Selectmen  
Town Administrator**

2198 Main Street  
Brewster, Massachusetts 02631-1898  
(508) 896-3701  
FAX (508) 896-8089

**APPLICATION FOR  
ONE-DAY ENTERTAINMENT LICENSE**

(must be submitted, with application fee, two (2) weeks prior to the date of the event)

Applicant's Name: Elisa Bizzotto Contact Phone#: [REDACTED]  
Applicant's Address: [REDACTED] Brewster, MA 02631

Type of Event: Wedding

Location and Address where entertainment will be hosted if different from Applicant's Address:

Crosby mansion

Date and hours requested of proposed event:

Day: October 7, 2023 Times: 2-8

Description of Entertainment proposed, please include name of the band or DJ if applicable:

Cape Tunes Professional Disc Jockeys

performed indoors

Will the entertainment be performed indoors or outside of buildings? both, weather permitting

Will temporary structures be erected (such as platforms, scaffolds, tents, pavilions, etc.) no

If so, please describe \_\_\_\_\_

If music is proposed, will it be performed live? no

If music is proposed, will it be acoustic or amplified? yes, amplified

Number of attendees anticipated over course of event 60

Maximum # at any one time: 60

**FEE= \$35/day/location**

Signature of Applicant: [Signature]

Date: 8/30/23

Licensing Authority's Approval:

Notices sent: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Date Approved \_\_\_\_\_

Signature for Licensing Authority \_\_\_\_\_





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

Office of:  
 Select Board  
 Town Manager

**Application Fee: \$35.00**

**APPLICATION FOR  
 ONE-DAY ENTERTAINMENT LICENSE**

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

**Section 1: Applicant Information**

Applicant's Name:	David Iannitelli - Movement Arts Cape Cod, Inc.
Applicant's Address:	895 Long Pond Rd, Brewster
Telephone # and Email Address:	[REDACTED] diannitelli@movementartscapcod.org

**Section 2: Event Information**

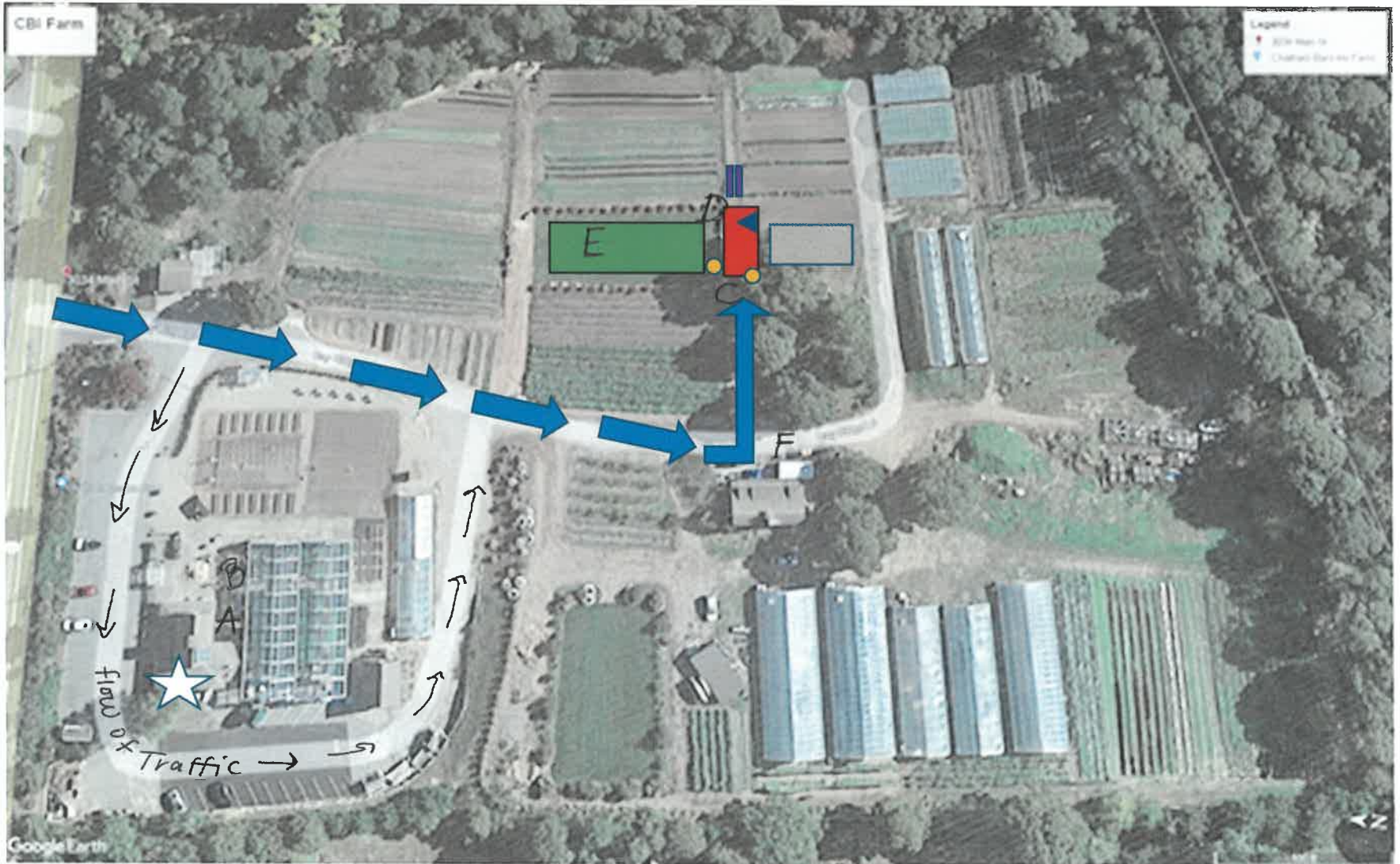
Type of Event:	OPEN MOVEMENT ARTS FAIR
Location of Event:	BOATHOUSE - BAY PROPERTIES
Date of Event & Proposed Times:	SEPT 23rd - 1-4 p.m.
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):	This venue involves 2 hours of movement workshops followed by 1 hour of performance showings to amplified sound.
Will entertainment be performed indoors or outdoors:	Outdoors

**Section 3: Additional Information:**

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

Number of anticipated attendees over the course of the event: 100 Maximum # at any one time: 75

Applicant Signature: [Signature] Date: 09-05-2023



**Blue Arrows:** Farm Truck arrives at 320pm with Cold Food. To the cooking tent (Red) Temperature logs are filled out before leaving hotel and when arriving at farm. Truck is unloaded with coolers and placed under counters that are shaded. Each cooler has an external thermometer.

**Green Rectangle:** Is the Event Lawn. Guests arrive for Meal at 530pm.

**Yellow Circles:** Are Handwashing Sinks with Hot water, one guest facing and one for kitchen team to wash hands.

**Red Rectangle:** is Cooks tent with 2 stainless steel tables.

**Grey Rectangle:** is used for Front of house team to bus tables and for dish team to pick up dirty plates.

**Purple Rectangles:** two big John grills.

**White Star:** is our Dishwashing room

**Dark Blue Triangle:** Hot Box

A: Apple Cider Donut station

B: Apple Station

C: Food Station

d: Bar

E: pumpkin patch + music

F: port-a-potty

TO: Select Board

FROM: David Iannitelli, Movement Arts Cape Cod, Inc

RE: Waiver of fees for MOVEMENT ARTS FAIR event Sept 23, rain date Sept 24, Bay Property

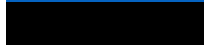
DATE: Sept 13, 2023

The Cultural Council is sponsoring an event at the Boathouse of the Bay Properties on Sept 23, rain date Sept 24<sup>th</sup>, with the local non-profit Movement Arts Cape Cod, Inc. This free event includes workshops and performances of a range of types of movement and dance, for all ages. It is made possible with funds from the MA Cultural Council and NEFA.

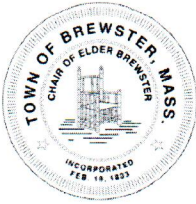
We are requesting a waiver of the Entertainment Permit (\$35) and the Temporary Sign Permit fee (\$5).

Movement Arts Cape Cod and the Cultural Council appreciate the support of the Select Board in our efforts to increase cultural offerings of all types in Town. Many thanks.

David Iannitelli  
Movement Arts Cape Cod, Inc  
[diannitelli@movementartscapcod.org](mailto:diannitelli@movementartscapcod.org)







**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

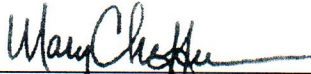



precedential.


**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

**APPLICATION FOR FACILITY USE**  
BREWSTER BOARD OF SELECTMEN  
2198 MAIN STREET, BREWSTER, MA 02631

All requests must be made **at least two (2) weeks in advance of the desired use date**. For more information please call the Selectmen's Office at 896-3701. Completed forms may be dropped-off or mailed to the address above, or **faxed back to 508-896-8089**.

ORGANIZATION OR GROUP: Phillips Wedding

LOCAL SPONSORING ORGANIZATION: N/A

AREA OR FACILITIES NEEDED: Gazebo at Drummer Boy Park

DATE OR DATES REQUESTED: Sunday, October 8th, 2023

TIME IN: 9:30am TIME OUT: 12:30pm (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: send-off brunch after wedding

NATURE OF ACTIVITY TO TAKE PLACE: family and friend gathering

WILL ADMISSION FEE BE CHARGED? YES  NO  AMOUNT                     

NON-PROFIT ORGANIZATION: YES  NO

IRS # N/A TOTAL NUMBER OF PERSONS EXPECTED 80

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 50

ANY SPECIAL EQUIPMENT NEEDED?: N/A

PERSON RESPONSIBLE FOR THE OBLIGATIONS OF THE GROUP WHO WILL PAY THE BILL - NAME:  
Myles Phillips

MAILING ADDRESS: [REDACTED]

TELEPHONE NUMBER: [REDACTED]

I have read the regulations and understand them with the acknowledgement that any additional expenses incurred will be paid by my organization and that any violation may jeopardize continue use of the building.

Signature: *Myles Phillips*

Telephone: 201-394-1833

**APPLICATION FOR FACILITY USE**

**BREWSTER BOARD OF SELECTMEN**

**2198 MAIN STREET, BREWSTER, MA 02631**

All requests must be made **at least two (2) weeks in advance of the desired use date**. For more information please call the Selectmen's Office at 896-3701. Completed forms may be dropped-off or mailed to the address above, or **faxed back to 508-896-8089**.

ORGANIZATION OR GROUP: \_\_\_\_\_

LOCAL SPONSORING ORGANIZATION: \_\_\_\_\_

AREA OR FACILITIES NEEDED: Crosby Landing Beach

DATE OR DATES REQUESTED: October 7, 2023

TIME IN: 1:45 TIME OUT: 3:00 (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Wedding Ceremony

NATURE OF ACTIVITY TO TAKE PLACE: 60 guests standing to witness brief exchange of vows

WILL ADMISSION FEE BE CHARGED? YES \_\_\_\_\_ NO X AMOUNT \_\_\_\_\_  
NON-PROFIT ORGANIZATION: YES \_\_\_\_\_ NO \_\_\_\_\_

IRS # \_\_\_\_\_ TOTAL NUMBER OF PERSONS EXPECTED 62

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 62

ANY SPECIAL EQUIPMENT NEEDED?: no

PERSON RESPONSIBLE FOR THE OBLIGATIONS OF THE GROUP WHO WILL PAY THE BILL - NAME:

Elisa Bizzotto

MAILING ADDRESS: \_\_\_\_\_ Brewster

TELEPHONE NUMBER: \_\_\_\_\_

I have read the regulations and understand them with the acknowledgement that any additional expenses incurred will be paid by my organization and that any violation may jeopardize continue use of the building.

Signature: [Handwritten Signature]

Telephone: \_\_\_\_\_

# BUILDING BLOCKS OF BREWSTER'S LOCAL COMPREHENSIVE PLAN

## CA - CLIMATE MITIGATION & ADAPTATION

**Goal:** Promote sustainable, renewable energy use & measures to adapt to climate change

## SW - SOLID WASTE MANAGEMENT

**Goal:** Manage town solid waste system

## CI - COMMUNITY INFRASTRUCTURE

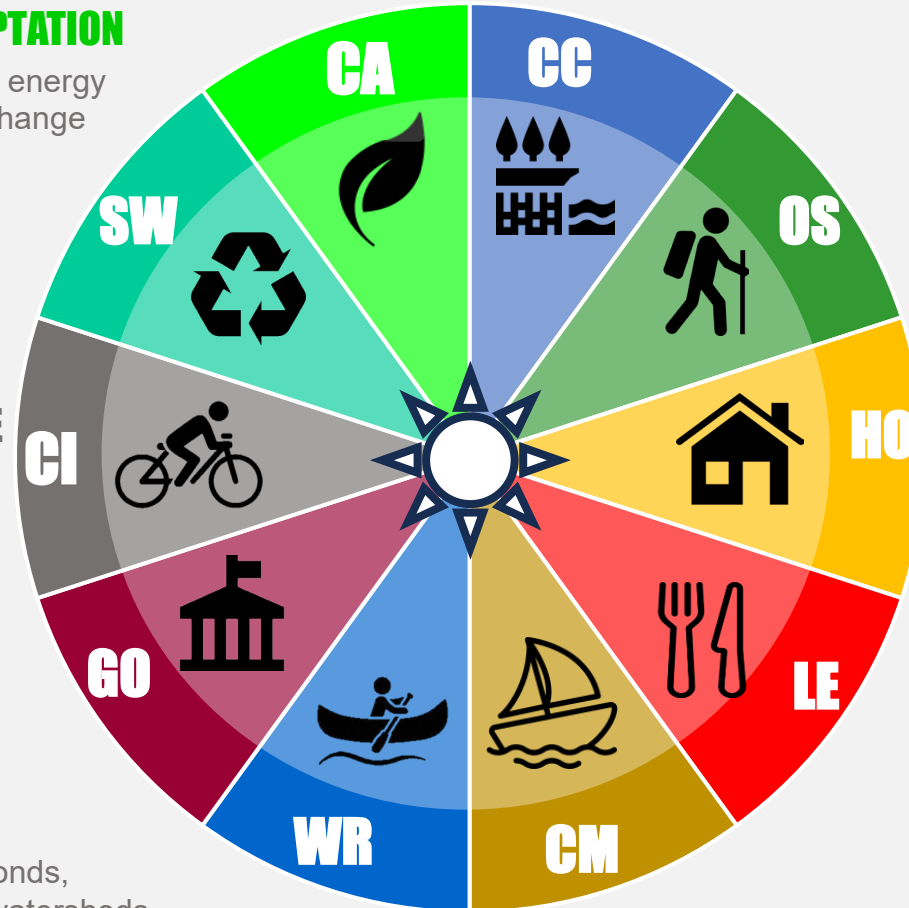
**Goal:** Maintain & enhance town infrastructure

## GO - GOVERNANCE

**Goal:** Promote an inclusive municipal government

## WR - WATER RESOURCES

**Goal:** Protect groundwater, ponds, wetlands, buffers & marine watersheds



## CC - COMMUNITY CHARACTER

**Goal:** Sustain physical & social character of community

## OS - OPEN SPACE

**Goal:** Maintain & expand open space

## HO - HOUSING

**Goal:** Sustain & expand attainable housing options

## LE - LOCAL ECONOMY

**Goal:** Promote a sustainable economy

## CM - COASTAL MANAGEMENT

**Goal:** Preserve & protect coastal resources

FOR MORE INFORMATION

[www.brewster-ma.gov/local-comprehensive-plan](http://www.brewster-ma.gov/local-comprehensive-plan)

Prepared by the Brewster Vision Planning Committee



SCAN ME

# Brewster Local Comprehensive Plan



# FAQs

Frequently Asked Questions

<p><b>What is a Local Comprehensive Plan (LCP)?</b></p>	<p>The Local Comprehensive Plan (LCP) is an important planning tool used to guide a community by addressing and balancing a diversity of needs including economic growth, protection of environmental resources, quality of life, and community character.</p>
<p><b>How Does an LCP Work?</b></p>	<p>The LCP is a vehicle for each town to define its vision for planning for future change and protecting shared resources on Cape Cod. The LCP offers direction to help guide a town's land-use decisions, housing, and other policies for the next five to ten years. In addition to articulating a vision statement and establishing goals across many sectors, the LCP is a source of information about existing and expected conditions within the town that will change over time as the values and expectations of the community evolve.</p>
<p><b>How Does the LCP Relate to Brewster's Vision Plan?</b></p>	<p>Brewster's LCP is the next step in the town's Vision Planning process. Comprised of local citizen volunteers, Brewster's Vision Planning Committee (VPC) drafted the LCP utilizing the Brewster Vision Plan's "Vision Statement" and "Building Blocks" as its foundation. It does not replace the Vision Plan; rather it develops that plan in greater detail.</p>
<p><b>How Was Brewster's LCP Created?</b></p>	<p>The VPC utilized the town's 2018 Vision Plan, Vision Statement, and Building Blocks as its cornerstones. As with the Vision Plan, the Draft LCP was developed over two+ years and solicited extensive input and communication with Brewster citizens, town committees, staff, and a broad range of organizations representing environmental interests, housing, local businesses, etc.</p> <p>In early 2022, the VPC prepared a "Next Steps" survey which solicited community input on the Draft LCP's Action Plan and the full LCP. Over 2300 citizens participated in this survey! Survey results and community input were announced and posted on the town's website during Summer and Fall 2022.</p>
<p><b>Why is the LCP Important to Brewster Citizens?</b></p>	<p>Preparing and updating an LCP helps ensure that Brewster and all Cape communities respond to changing needs in a sustainable manner. It can also serve as a guide and resource for elected officials, board members, and community residents for future decision-making.</p> <p>For example, the LCP "Action Plan" describes a range of issues cited as important to Brewster residents such as expanding housing opportunities for young families, workers, and seniors; protecting our water supply; preserving the water quality of our ponds; preserving community character; fostering local small businesses; and mitigating and adapting to climate change.</p>
<p><b>Where Can I Learn More and How Can I Help?</b></p>	<p>All Brewster citizens are encouraged to learn more about the LCP. You can attend a Brewster Vision Planning Committee meeting or visit the town website at <a href="http://brewster-ma.gov/local-comprehensive-plan">brewster-ma.gov/local-comprehensive-plan</a>. And most important, attend Town Meeting this November and support Brewster's Local Comprehensive Plan!</p>
<p><b>What Happens After Town Meeting Adopts the LCP?</b></p>	<p>Once adopted, the LCP will be implemented through the Town's standard capital budgeting and Select Board's annual strategic planning processes. Residents will have ongoing opportunities for input and feedback on specific projects and initiatives.</p> <p>The Select Board will report annually through various channels on LCP implementation progress.</p>

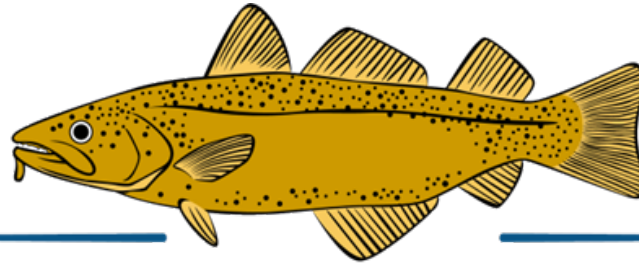


SCAN ME

For more info, visit:

[www.brewster-ma.gov/local-comprehensive-plan](http://www.brewster-ma.gov/local-comprehensive-plan)

Prepared by the Brewster Vision Planning Committee | Summer 2023



# BARNSTABLE COUNTY

DEPARTMENT OF HEALTH AND ENVIRONMENT

## C.A.P.E. Public Health Collaborative

### Our Mission:

- **C**urate reliable health and environmental data as a regional source for trusted information and analysis
- **A**dvocate for the collective public health and environmental protection interests of Cape Cod residents and visitors
- **P**rovide technical assistance and support services to Cape municipalities
- **E**ngage diverse communities, under-represented populations, non-profit and other NGOs and agencies building effective partnerships within Barnstable County

# What is the Public Health Excellence Grant?

- The Public Health Excellence Grant is a grant program that is designed to encourage towns/cities to expand sharing of staff & resources. The intent is to improve the effectiveness and efficiency of local and regional public health by expanding opportunities and public health services.
- Funded directly from the State Action for Public Health Excellence (SAPHE) Program



# History of Public Health Excellence Shared Services Grant

- In 2019 the Special Commission on Local and Regional Public Health (SCLRPH) created a report called the “Blueprint for Public Health Excellence”. Some of the recommendations included in the report were to increase shared services and raise the workforce standards.
- In direct response to the report, the State Action for Public Health Excellence (SAPHE) Program was created, and funding from the State was established.
- One of the funding allocations that was created was the Public Health Excellence (PHE) Grant.



# Other Recommendations from the Special Commission:

- Elevate standards by:
  - Identifying ways for cities & towns to meet statutory requirements
  - Assessing implementation of Foundational Public Health Services
- Strengthen service delivery by:
  - Increasing the number and scope of comprehensive public health districts
- Improve data reporting by:
  - Creating a standardized public health reporting system
  - Strengthening DPH, DEP, and local public health capacity to collect and share data
- Set education and training standards by:
  - Making training accessible
  - Implementing workforce credentialing standards adopted by SCLRPH
  - Developing a system to ensure compliance
- Commit appropriate resources to implement the above recommendations



# Benefits of the Public Health Excellence Grant Program:

- Supply up to \$481,594.64 annually (shared among participating municipal members).
- Funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, and related expenses. (\*funds cannot be used for existing municipal public health staff and services)
- Protect and improve the health of your citizens and communities.
- Improve public health compliance and regulatory mandates.
- Connect your community with more resources and contacts at local, state, and federal agencies.

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
<p>PHE Staff:</p> <ul style="list-style-type: none"><li>• Shared Services Coordinator</li><li>• Health Agent</li><li>• Health Inspector</li><li>• Nurse</li><li>• Epidemiologist</li><li>• Other Public Health Staff</li></ul>	<p>New municipal public health staff funded by PHE grant and their associated fringe benefits/payroll taxes. Municipal funds cannot be supplanted.</p>
<p>Support Staff:</p> <ul style="list-style-type: none"><li>• Administrator/Clerk</li><li>• Health Director/Commissioner</li><li>• Deputy/Assistant Director</li></ul>	<p>Staff time for expanded duties related to PHE grant and associated fringe benefits/payroll taxes. Municipal funds cannot be supplanted.</p>

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Consultant	<p>Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.</p> <p>Examples of consultant-related expenses include: regional planning support, legal advice related to enforcement of public health law, data collection and analysis, training on use of specialized software for public health use.</p> <p>Consultants can only invoice for up to 40 hours per week spent working on the PHE grant across all municipalities (as an individual consultant, not an organization).</p> <p>(Prior OLRH approval required for a waiver to employ shared services staff as a consultant.)</p>

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Travel	<p>Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes.</p> <p>Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.</p> <p>Travel costs related to training must not exceed \$750 per FTE per year, for up to 5 FTEs. (If a grantee wants to request coverage of additional FTEs, they must reach out to DPH for approval.)</p> <p>Out of state travel is not allowed.</p>

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Health Communication	<p>Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.</p> <p>Examples of health communication-related expenses include: Fact sheet design and printing services, PHE grantee regional web site development/hosting services, translation services.</p>
Technology Hardware	<p>Technology for PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.</p> <p>(Prior OLRH approval required for technology used by staff not funded by PHE.)</p>

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Technology Software	<p>Software that supports PHE shared services staff in implementing the recommendations of the Blueprint.</p> <p>PHE related software includes public health inspection software and public health data analysis software.</p> <p>(Prior OLRH approval required for software not explicitly used for public health functions such as general word processing.)</p>

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
<p>Training and Credentialing</p>	<p>Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area:</p> <ul style="list-style-type: none"> <li>▪ To acquire the workforce credentials outlined in the Blueprint (page 61). This excludes academic programs such as associates, bachelors, masters, and doctoral programs</li> <li>▪ For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61)</li> <li>▪ For educational materials such as credentialing exam study guides</li> <li>▪ For exam fees required to attain credentials</li> <li>▪ For registration fees to participate in training courses, when relevant to a staff member's responsibilities, from organizations including, but not limited to:               <ul style="list-style-type: none"> <li>▫ Health Resources in Action</li> <li>▫ Local Public Health Institute</li> <li>▫ Massachusetts Association of Health Boards</li> <li>▫ Massachusetts Association of Public Health Nurses</li> <li>▫ Massachusetts Public Health Association</li> <li>▫ Massachusetts Health Officers Association</li> <li>▫ Massachusetts Environmental Health Association</li> <li>▫ NEIWPC</li> <li>▫ National Environmental Health Association</li> <li>▫ Western Massachusetts Public Health Association</li> </ul> </li> </ul> <p>(Prior OLRH approval required for Board of Health members. If you are interested in participating in a training with an organization not listed above, please contact your program coordinator for approval.)</p> <p>Expenses CANNOT supplant existing training funds.</p>



# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Nursing Supplies	Supplies needed for staff to provide shared PHE nursing services. Examples of PHE nursing-related expenses include: thermometer, stethoscope, Band-Aids, gloves, staff uniforms, hand sanitizer
Inspection Supplies	Supplies needed for staff to provide shared PHE inspection services.  Examples of PHE inspection-related expenses include: thermometer, moisture meter, handheld blacklight/flashlight, PH meter, test strips, pool test kit, staff uniforms

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Membership Fees	<p>Professional membership fees for MA-based organizations related to work in local public health, for relevant new AND existing staff. Organizations include:</p> <ul style="list-style-type: none"><li>• Massachusetts Association of Health Boards</li><li>• Massachusetts Association of Public Health Nurses</li><li>• Massachusetts Public Health Association</li><li>• Massachusetts Health Officers Association</li><li>• Massachusetts Environmental Health Association</li><li>• Western Massachusetts Public Health Association</li></ul> <p>Professional membership fees for the following national organizations related to work in local public health, for relevant new AND existing staff:</p> <ul style="list-style-type: none"><li>• National Environmental Health Association</li><li>• Council of State and Territorial Epidemiologists</li><li>• Association of Public Health Nurses</li><li>• National Association of County and City Health Officials<ul style="list-style-type: none"><li>• Limited to Local and Tribal Health Department Memberships only</li></ul></li><li>• National Association of Local Boards of Health<ul style="list-style-type: none"><li>• Limited to 10 memberships across SSA</li></ul></li><li>• American Public Health Association<ul style="list-style-type: none"><li>• Limited to 10 memberships across SSA</li></ul></li></ul>

# Allowable Expenses:

Budget Line Item Category	PHE Allowable Activities
Occupancy	<p>Program facilities for PHE shared services staff.</p> <p>Examples of PHE occupancy-related expenses include: renting of office space, purchasing an office chair, annual fee for a PHE staff building security key card or pass code, Xerox leasing fee, purchasing or upgrading a desk</p>
Agency Admin Support	<p>Agency administrative support fee</p> <p>This fee is up to 15% of the total contracted amount of funds and supports the organization in covering everyday costs for overall grant administration, including but not limited to: phone service, internet service, general office supplies, IT support, accounting support, payroll, human resources, management, and supervision</p> <p>The total agency administrative support fee cannot exceed 15% of the total contracted amount of funding. The administrative support fee can be less than 15%. Please consult with your program coordinator if your municipality uses an agency admin support fee lower than 15%.</p> <p>For additional guidance, please consult your program coordinator.</p>

# Unallowable Expenses:

Unallowable PHE Expenses	Examples
Food	Reimbursement of staff for dining at a restaurant while offsite attending a work-related meeting/training
Gift Cards and Incentives	Distribution of gift cards for participation at an event
Vaccine	Using PHE funds to pay for vaccines or denied vaccine reimbursement claims
Supplanting existing municipal funding for public health services	Using PHE funds to support the salary of public health inspectors or nurses that are already fully funded by tax levy
Buying a vehicle	Purchasing a van to support a community health program
Capital expenses, including any office buildouts to accommodate new staff. If you have specific questions about what qualifies as a capital expense, please contact DPH.	Constructing walls for a new office, purchasing a trailer to hold supplies

# Unallowable Expenses:

Unallowable PHE Expenses	Examples
Airfare or any out-of-state travel or lodging	Purchasing a flight to a conference, reimbursement for mileage for a conference that took place out of state
Equipment (only allowable with prior consent from DPH)	Purchasing a new generator for a municipal building
Academic programs such as associates, bachelors, masters, and doctoral programs	Paying the tuition for a course that offers undergraduate or graduate credit
Training provided by external vendors for businesses, camps, or clinics to meet public health regulations	Paying a consultant to conduct ServSafe training for restaurants
Multiyear Service Payments	A contract for Software services paid upfront that extends past the PHE grantee contract period

\*Funds can only be expended for items within the fiscal year for which they are being billed (e.g. FY24 budget is for items purchased and used within July 1, 2023-June 30, 2024). This list is not all inclusive.

# List of all towns included in the C.A.P.E. PHC:

- Bourne
- Brewster
- Chatham
- Dennis
- Eastham
- Harwich
- Mashpee
- Orleans
- Provincetown
- Sandwich
- Truro
- Wellfleet



# What is the Mission for the C.A.P.E. PHC?

- **C**urate reliable health and environmental data as a regional source for trusted information and analysis
- **A**dvocate for the collective public health and environmental protection interests of Cape Cod residents and visitors
- **P**rovide technical assistance and support services to Cape municipalities
- **E**ngage diverse communities, under-represented populations, non-profit and other NGOs and agencies building effective partnerships within Barnstable County

\*Specific goals still need to be determined by the Governance Board\*

# Possible Funding Options:

- VNA
  - Exercise programs
- County Nursing
  - Various screenings
  - Talks/Presentations
  - Teen programs
  - Other Programs/Offerings
    - Sun safe education
    - Nutritional education & Programs
    - Veteran's services (partner with VA)
- County Human Services
  - QR codes/Websites
    - Cyanobacteria/algae blooms
    - Air quality link
    - Safe Sun and Skin Cancer Awareness
    - Domestic Violence Resources
    - Food Insecurity resources
- Trainings/Education
  - Soil evaluator
  - Septic System
  - Registered Sanitarian





# Who Comprises the Governance Board?

- The Governance Board includes a representative from each participating towns, and will meet regularly under established rules of procedure to make democratic decisions about cross-jurisdictional policies, personnel, operations, and finances.



# Towns Financial Obligations

- At the end of the grant period there are **NO** financial obligations of repayment for any of the funds spent through the PHE grant.
- Individual municipal costs incurred **outside** the scope of the IMA and specific to the needs of that Municipality will be borne solely by the Municipality.
- Any funds contributed by the Grant Program shall **only** be used for shared public health services consistent with the purposes of the IMA.
- Program is supported through State Tax Dollars

**\*\*\*TOWNS MAY OPT OUT OF THE GRANT AT ANYTIME WITHOUT PENALTY\*\*\***

# Example of a Successful Public Health Excellence Grant Program

- In July 2021, the Martha's Vineyard and Nantucket Public Health Excellence Group were awarded their annual \$300,000. The grant money went toward a health inspector, a wildlife biologist and a community health worker/epidemiologist that would be shared by the seven towns on the two islands.
- A major problem on the islands is tick borne diseases like Lyme disease and Rocky Mountain spotted fever, both considered at epidemic levels. The newly hired wildlife biologist and epidemiologist positions have allowed a statistical reduction in tick-borne illnesses due to properly funded studies and more patient education such as appropriate preventative measures.
- These direct public health services can be similarly applied to your respective municipalities for major health issues.

# Questions?



**C.A.P.E. Public Health Collaborative  
Inter-Municipal Agreement (IMA)  
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Bourne, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, and Wellfleet hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Barnstable County Department of Health and Environment (hereinafter referred to as “BCDHE”) in its capacity as Host Agent of the C.A.P.E. Public Health Collaborative, (hereinafter referred to as “C.A.P.E. PHC”) this \_\_\_\_ day August, 2023, as follows:

**WHEREAS**, the BCDHE was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

**WHEREAS**, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

**WHEREAS**, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

**WHEREAS** the Municipalities recognize that there is an Inter-Municipal Agreement amongst the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 that shall remain in full force and effect and is not superseded or amended in any way by this Agreement; and

**WHEREAS**, the BCDHE, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”; and

**WHEREAS** each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

**NOW THEREFORE**, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “C.A.P.E. PHC,” which shall hereinafter be

referred to as the “Collaborative.” The Collaborative, acting by and through a governance board (“Governance Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the BCDHE, and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the BCDHE, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the BCDHE shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The BCDHE shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Governance Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Governance Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The BCDHE, as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the BCDHE’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 10% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Governance Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial

status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any Barnstable County Health Department staff working on behalf of the Collaborative, or the Governance Board shall be considered employees of Barnstable County and shall be accorded all benefits enjoyed by other Barnstable County employees within the same classification as they are or shall be established.

5. Governance Board

There shall be a Governance Board which shall be convened not less than quarterly by the Governance Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating municipality shall be entitled to one vote on the Governance Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Governance Board shall constitute a quorum for the purposes of transacting business. The Governance Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. The Governance Board roles and responsibilities for the Collaborative only include, but are not limited to:
  - 1) Meet on a regular basis and at least quarterly.
  - 2) Develop annual and long-term goals for the Collaborative.
  - 3) Advise on Collaborative staff priorities.
  - 4) Collaborate in developing a sustainability plan for C.A.P.E. PHC.
  - 5) Adopt any Collaborative-wide policies and recommended regulations.
  - 6) Review and provide recommendations on operating budgets.
  - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
  - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
  - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
  - 10) Review and provide recommendations on reports from staff.
  - 11) Hire, evaluate and terminate shared services staff.



- e. Meetings. The Governance Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.
6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
    - a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Governance Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
    - b. Each Municipality will be a member of the Governance Board as established pursuant to this Agreement, and appoint and maintain two Governance Board representatives at all times.
    - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Governance Board meetings (either in-person or via remote access) throughout the life of this Agreement.
    - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
    - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Governance Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
    - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
    - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Governance Board, or the BCDHE pursuant to this Agreement, shall be deposited with the treasurer of the BCDHE and held as a separate grant account and may be expended, with the approval of the Governance Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Governance Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 10% of Grant Program funding for administrative costs that the BCDHE may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Governance Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The BCDHE, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the BCDHE shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Governance Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Governance Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Barnstable County. It is the intention of Barnstable County to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Barnstable County and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Governance Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Governance Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Governance Board must approve any and all grants or grant applications submitted as a Collaborative. The Governance Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. It is the intent that employees providing shared services will be Barnstable County employees, however, employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not County or regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen

expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The BCDHE and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Governance Board.
  
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board or Chief Executive Officer and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its County Commissioner may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Governance Board, and a new Lead Municipality shall thereafter be designated by the Governance Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Governance Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Governance Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from

the terminating Municipality through a Shared Services Program project, service, or program will remain with the Governance Board for analysis by the Shared Services Coordinator and the Governance Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Governance Board, at a meeting of the Governance Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Governance Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Chief Executive Officers.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic

information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bourne:

Terri Guarino (contact name)  
tguarino@townofbourne.com (email)  
508-759-0615 x1513 (phone)  
Town of Bourne, 24 Perry Avenue, Buzzards Bay, MA 02532 (address)

Town of Brewster:

Amy Von Hone (contact name)  
avonhone@brewster-ma.gov (email)  
508-896-3701 x1120 (phone)  
Town of Brewster, 2198 Main Street, Brewster, MA 02631 (address)

Town of Chatham:

Judith Giorgio (contact name)  
jgiorgio@chatham-ma.gov (email)  
508-945-5165 (phone)  
Town of Chatham, 549 Main Street, Chatham, MA 02633 (address)

Town of Dennis:

Kristin Keller (contact name)  
kkeller@town.dennis.ma.us (email)  
508-760-6158 (phone)  
Town of Dennis, 685 MA-134, South Dennis, MA 02660 (address)

Town of Eastham:

Hillary Lemos (contact name)  
hgreenberg-lemos@eastham-ma.gov (email)  
508-240-5900 x3229 (phone)  
Town of Eastham, 2500 State Highway, Eastham, MA 02642 (address)

Town of Harwich:

Carrie Schoener (contact name)  
cschoener@harwich-ma.gov (email)  
508-430-7509 (phone)  
Town of Harwich, 732 Main Street, Harwich Center, MA 02645 (address)

Town of Mashpee:  
Zachary Seabury (contact name)  
zseabury@mashpeema.gov (email)  
508-539-1426 (phone)  
Town of Mashpee, 16 Great Neck Road North. Mashpee, MA 02649 (address)

Town of Orleans:  
Alex Fitch (contact name)  
afitch@town.orleans.ma.us (email)  
508-240-3700 x2450 (phone)  
Town of Orleans, 19 School Road, Orleans, MA 02653 (address)

Town of Provincetown:  
Lezli Rowell (contact name)  
lrowell@provincetown-ma.gov (email)  
508-487-7000 x529 (phone)  
Town of Provincetown, 260 Commercial St., Provincetown, MA 02657 (address)

Town of Sandwich:  
Heather Gallant (contact name)  
hgallant@sandwichmass.org (email)  
508-888-4200 (phone)  
Town of Sandwich, 100 MA-6A, Sandwich, MA 02563 (address)

Town of Truro:  
Emily Beebe (contact name)  
Ebeebe@truro-ma.gov (email)  
508-349-7004 x32 (phone)  
Town of Truro, 24 Town Hall Road, Truro, MA 02666 (address)

Town of Wellfleet:  
Meredith Ballinger (contact name)  
meredith.ballinger@wellfleet-ma.gov (email)  
508-349-0308 (phone)  
Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667 (address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter herein, superseding all prior agreements and understandings between all of the Municipalities in the Collaborative. The Inter-Municipal Agreement among the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 remains in full force and effect and is not superseded or amended in any way by this Agreement. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other

Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

\_\_\_\_\_  
Town of \_\_\_\_\_ Select Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of \_\_\_\_\_ Board of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of \_\_\_\_\_ Select Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of \_\_\_\_\_ Board of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of \_\_\_\_\_ Select Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
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Town of \_\_\_\_\_ Board of Health

Date \_\_\_\_\_

Mark Forest- Chair

Barnstable County Commissioner

Date

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Sheila Lyons- Member

Barnstable County Commissioner

Date

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Ronald Bergstrom- Member

Barnstable County Commissioner

Date

#### EXHIBIT A

Grant agreement between the BCDHE and the Commonwealth of Massachusetts – to be attached.

#### EXHIBIT B

The scope of services the BCDHE shall provide the following services in coordination with member municipalities:

The County of Barnstable will:

1. By March 31, 2022, designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By March 31, 2022, submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.

3. Hire a Shared Services Coordinator by July 31, 2022.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).
5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.
6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about district policies, personnel, operations, and finances.
7. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.
8. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.
9. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.
10. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.
11. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.
12. Submit a full, detailed workplan by September 30, 2022, for the shared services area in a format, content, and method provided by OLRH. These work plans will be based on the results of a capacity assessment.
13. A strategic plan will be required following a capacity assessment at a date to be determined by DPH. Staffing. Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent,

Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a

workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

#### Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services

## DPH MASTER AGREEMENT ENGAGEMENT FORM

**Bureau:**

**Engagement Contract ID:**

**Vendor Name:**

**Vendor Code:**

**Vendor Contact:**

**Vendor Email:**

**Master Agreement Id:**

**Procurement No:**

**Procurement Name:**

**DPH Program Manager:**

**DPH Program Manager Email:**

**New**

**Amendment**

**Dates of Service:**

**Anticipated Start Date\*:**

**End Date:**

**Original Start Date:**

**Current End Date:**

**New End Date:**

**Total Engagement Maximum Obligation** \_\_\_\_\_

**Current Total Engagement Maximum Obligation** \_\_\_\_\_

**Engagement Amendment Amount (+ or -)** \_\_\_\_\_

**New Total Engagement Maximum Obligation** \_\_\_\_\_

**RFQ** \_\_\_\_\_ attached **Vendor response**

**NOI** \_\_\_\_\_

**RFQ** \_\_\_\_\_

**Confidentiality Agreement**

**NOI** \_\_\_\_\_

**DPH MA PP Budget Attached**

Expenditures must be made in accordance with the approved budget for this engagement and the terms and conditions of the procuring agency's RFR and contract.

**Periodic Scheduled Payment Installments:** Payments will be made upon the submission of a payment voucher(s) that are complete and that include appropriate documentation in accordance with the terms of the service scope and governing contract.

**Expenditure Reporting:** Triannual or quarterly narrative reports and expenditure reports

**Funding:** Funding for this engagement is subject to the appropriation of funds by the Massachusetts legislature or the federal government for the year(s) in which services are delivered.

**Changes to Scope and /or Terms:** Any changes to this engagement must be agreed upon in writing by both parties.

**Termination:** The Department, upon prior written notice, may terminate this engagement without cause and without penalty, or may terminate or suspend an engagement if the vendor breaches any material term or condition or fails to perform or fulfill any material obligation required by this engagement, or in the event of an elimination of an appropriation or absence of sufficient funds for the purposes of an engagement, or in the event of an unforeseen public emergency mandating immediate department action.

**Vendor Authorized Signature**

**Department Authorized Signatures**

\_\_\_\_\_  
**Authorized Vendor Signature and Date**

\_\_\_\_\_  
**Authorized DPH Bureau Representative Signature and Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Print Name and Title**

\* The effective start date of this Engagement or Amendment shall be the latest date this document has been executed by an authorized signatory of the Vendor, the Department or a later Engagement or Amendment start date specified above

# Contract Conditions

Contract ID#:

Provider Name:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Department of Public Health (DPH) and the Vendor/Contractor have agreed that reported performance and expenditures are to be compensated under the settlement portion of the engagement. The Settlement Period starts on July 1, 2023, and ends One Day Prior to DPH Signatory Date on the standard engagement form.

**Group Structure & Governance:**

1. Maintain up-to-date documentation of Letters of Commitment from all participating municipalities in your Shared Service Arrangement (SSA). An intermunicipal agreement (IMA) is not a substitute for the Letter of Commitment requirement.
2. OLRH must be notified in writing by the lead municipality of any changes to municipalities participating in a group's SSA. Any changes to the involved municipalities must be communicated to OLRH in writing by March 1, 2024, for FY25 funding considerations.
3. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about SSA policies, personnel, operations, and finances.
4. Establish and/or enhance executed intermunicipal agreements by December 31, 2023. These IMAs must be sent to OLRH by December 31, 2023.

**Staffing:**

5. Identify and maintain a management position from the lead entity to coordinate between municipalities and with DPH.
6. Maintain a minimum of a 0.5 FTE Shared Services Coordinator position, who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. Approval is required from your designated program coordinator if it is necessary to hire a contractor for shared services coordination or if less than 0.5 FTE is deemed necessary for a municipal employee in this role.

**Deliverables & Grant Participation Expectations:**

7. Provide timely quarterly narrative and expenditure reports in a format and method provided by OLRH. Quarterly narrative and expenditure reports must be received in a timely manner in order for OLRH to process quarterly payments. **If a grantee anticipates a delay in submitting deliverables, they must submit a request for an extension to their respective program coordinator. Grantees have a two month grace period from the quarterly narrative/expenditure report deadline to submit deliverables. If reporting is delayed more than two months past the deadline, OLRH will not be able to process that quarterly payment.**
8. Submit full, detailed workplans and budgets for FY25 by the deadline established by OLRH at the end of FY24. Workplans and budgets must work towards meeting the current phase of performance standards based on the current results of the capacity assessment, must incorporate shared services, and must incorporate health and racial equity.
9. Attend contract, training, learning collaborative, evaluation, and meetings provided by OLRH staff and its partners. Required engagements will include attending racial equity training and participating in various technical assistance activities (e.g. legal, inter- and intra-municipal relations and communications, etc.). At least one shared service arrangement staff member (ex. Shared Services Coordinator), one relevant staff member from each municipality in your shared

service arrangement, and one Local Board of Health member from the shared services arrangement are required to attend OLRH's racial equity training.

10. Attend monthly PHE Grantee Meetings and quarterly check-ins with your designated program coordinator.
11. Seek prior approval from OLRH for changes in the proposal and use of funding. All work performed pursuant to this contract is subject to review and approval of the Department prior to any public release of said work. If a selected vendor performs any work through agents, subcontractors, assigns, or the like, all such work shall be subject to the terms of this contract. This includes but is not limited to publications and presentations.
12. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. <https://www.mass.gov/service-details/clas-national-standards>

#### **Workforce Development:**

13. Agree to collaborate with your designated Field Training Hub.
14. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the workforce standards within the established performance standards. Staffing patterns should be arranged to meet the needs and represent diverse population of your SSA.

#### **Field Training Hubs (FTH):**

15. Provide the structure and capacity to implement field training in the areas of environmental health inspection, including housing/community sanitation, food protection and Title 5/wastewater.
16. Maintain up-to-date documentation of the shared service arrangements (SSAs) contacts designated covered by your FTH.
17. Collaborate with the SSAs that make up your FTH structure.
18. Maintain up to 4 full-time equivalent trainers to provide field training on environmental health, including housing inspections, other community sanitation inspections, food inspections, and Title 5/wastewater. Provide a justification for the trainer numbers and types you need for your hub, based on assessment of need. Each trainer should be paid no less than \$70,000/annually with benefits \$87,000.
19. Maintain a minimum of a 0.5 FTE Non-Trainer Coordinator position, who is responsible for supporting trainers with registration, coordination of trainings and trainees, coordination with the OLRH Senior Coordinator for Field Operations and the state Central Trainers.
20. Commit to ensuring diversity of trainers, minimally representing the diversity of the region.
21. Demonstrated capacity to provide supervision and support of field trainers.
22. Provide timely quarterly narrative (data on trainers, trainees, and trainings) and expenditure reports in a format and method provided by OLRH. Quarterly narrative and expenditure reports must be received in a timely manner in order for OLRH to process quarterly payments. **If a FTH grantee anticipates a delay in submitting quarterly reports, they must submit a request for an**



**extension to the Senior Coordinator for Field Operations. If reporting is delayed more than two months past the deadline, OLRH will not be able to process that quarterly payment.**

23. Attend required meetings with OLRH Workforce Development lead staff.
24. Submit full, detailed workplans and budgets for FY25 by the deadline established by OLRH at the end of FY24. Workplans and budgets must work towards finding sites for field training, how you will track trainers, and share announcements with SSAs on available training. Ensuring that there is equitable access to trainings in the PHE regions.
25. Logistical management of having field trainers participate in DPH Training of field trainers.
26. Work with the Senior Coordinator in collaboration with LPH partners and other DPH programs to ensure alignment, to revise field curricula when necessary, and to decrease duplication as well as to acquire feedback about the FTH model. Seek prior approval from OLRH for changes in the proposal and use of funding. All work performed pursuant to this contract is subject to review and approval of the Department prior to any public release of said work. If a selected vendor performs any work through agents, subcontractors, assigns, or the like, all such work shall be subject to the terms of this contract. This includes but is not limited to publications and presentations.
27. Collaborate with OLRH and state Central Trainers in sharing resources to FTH professionals on DPH standardized curricula for field training.
28. Work with the state Central Trainers to ensure standardization of the training protocols and standard curricula; utilize DPH curricula.
29. Work with OLRH Workforce Development Unit on using the new learning management system TRAIN.
30. Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing for the field trainers, inspection supplies, membership fees, and occupancy, as outlined by the "Field Training Hubs: FY24 Allowable Expenses," document. The primary purpose of this procurement is to expand local public health capacity to provide more field training opportunities to PHE professionals in the areas of community sanitation, food protection, and Title 5/wastewater. Funds cannot be used for equipment without prior written approval from DPH. Use of funds for capital expenses are not allowed; special requests may be considered by DPH, and decisions will be communicated in writing. **Funds cannot be used to supplant existing municipal funding for public health services.**

**Performance Standards and Data:**

31. Participate in local board of health/health department capacity assessment and workforce standards assessment using the tools provided by OLRH and its partners.
32. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Utilize MAVEN, MIIS, and new public health data reporting system under development.
33. Ensure 100% continuous MAVEN coverage for all municipalities in shared services arrangement.

**Other:**

34. OLRH is working with a vendor on a comprehensive, equity-centered evaluation of the strategies and initiatives arising from the OLRH's 2023 strategic planning process and initiatives

aligned with the Special Commission on Local and Regional Public Health. PHE grantees agree to participate in OLRH's evaluation initiative activities.

**Allowable Costs:**

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing, nursing supplies, inspection supplies, membership fees, and occupancy, as outlined by the, "Public Health Excellence Grants: FY24 Allowable Expenses," document. The primary purpose of this procurement is to expand local public health capacity to better achieve performance standards by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds are not intended for capital expenses; however, DPH may consider special requests, and decisions will be communicated in writing. Funds cannot be used to supplant existing municipal funding for public health services.

**Unallowable Costs:**

Publicity and propaganda (lobbying):

Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient or agent acting for such recipient related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before any legislative body,
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: <https://www.cdc.gov/grants/documents/anti-lobbying-restrictions.pdf>

## Donna Kalinick

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**From:** LeClair, Margaux (EOHLC) <margaux.leclair@mass.gov>  
**Sent:** Monday, September 11, 2023 12:21 PM  
**To:** Jill Scalise  
**Cc:** Vitalia Shklovsky; David Quinn; Peter Lombardi; Ned Chatelain; Donna Kalinick; jill douglass; Gibney, Matthew (EOHLC); Frawley, Rebecca (EOHLC)  
**Subject:** RE: Spring Rock Village (0 Millstone Road Brewster) Local & Regional Preference Request

Dear Ms. Scalise,

Thank you for your letter. EOHLC will approve a 55% local preference (24 units) and 15% regional preference (6 units, with Barnstable County constituting the region), for the Spring Rock Village project (45 affordable units total). Both the local and regional preference are to be applied upon initial lease-up only. Although 55% and 15% of the 45 affordable units each result in a fractional unit that cannot receive a local preference, since the combined 70% (preference limit) would allow for 31 whole units, the Town may choose whether to augment the local preference to 25 units *or* the regional preference to 7 units.

This information should be incorporated into the Affirmative Fair Housing Marketing and Resident Selection Plan for the project.

Thank you for your attention.

Best,

Margaux

Margaux LeClair  
Counsel/Fair Housing Specialist  
Executive Office Housing and Livable Communities  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
(617) 573-1526 (voice)  
(617) 573-1515 (fax)  
Pronouns: she/her/hers

***Please note: I am working remotely and am checking email and voicemail regularly.***

---

**From:** Jill Scalise <jwertz-scalise@brewster-ma.gov>  
**Sent:** Wednesday, August 30, 2023 9:42 AM  
**To:** LeClair, Margaux (EOHLC) <margaux.leclair@mass.gov>  
**Cc:** Vitalia Shklovsky <vshklovsky@poah.org>; David Quinn <dquinn@haconcapecod.org>; Peter Lombardi <plombardi@brewster-ma.gov>; Ned Chatelain <nchatelain@brewster-ma.gov>; Donna Kalinick <dkalinick@brewster-ma.gov>; jill douglass <tawktame@hotmail.com>; Gibney, Matthew (EOHLC) <matthew.gibney@mass.gov>; Frawley, Rebecca (EOHLC) <rebecca.frawley@mass.gov>  
**Subject:** Spring Rock Village (0 Millstone Road Brewster) Local & Regional Preference Request

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. LeClair,

Please see the attached local and regional preference request from the Town of Brewster for Spring Rock Village, 0 Millstone Road. There appears to be some uncertainty on the EOHLC contact person for this comprehensive permitted development that has not yet received LIHTC funding. The Town wanted to make the local and regional preference request during the required time frame and was directed to send the request with documentation to you. Your guidance is appreciated if the request should also be provided to someone else.

Thank you for your assistance,

Jill

***Jill Scalise***

Housing Coordinator

Town of Brewster

2198 Main Street, Brewster, MA 02631

508-896-3701 ext. 1169

*Brewster Town Offices are open to the public Monday through Thursday from 8:30 to 4:00pm, and by appointment on Fridays. For the latest updates on Town services, please visit [www.brewster-ma.gov](http://www.brewster-ma.gov)*



## Town of Brewster

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

Office of:  
Select Board

August 29, 2023

Margaux LeClair  
Commonwealth of Massachusetts EOHLIC  
100 Cambridge Street, Suite 300  
Boston, MA 02114

RE: Local and Regional Preference Request for Spring Rock Village (0 Millstone Road) Affordable Housing

Dear Ms. LeClair,

On June 13, 2023, the Brewster Zoning Board of Appeals approved a comprehensive permit for Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) to create 45 low-to-moderate income affordable rental homes at 0 Millstone Road. At the time of the comprehensive permit application, Brewster had a certified Housing Production Plan. With the approval of the 0 Millstone Road Comprehensive Permit, Brewster has, once again, received certification of the Town's Housing Production Plan. Brewster's plan is currently certified from June 14, 2023- June 13, 2024.

The Town of Brewster is seeking to offer 55% of the Spring Rock Village affordable units (25 of 45 units) with a local preference. Because housing is a regional issue on Cape Cod, with community members often working and living in other nearby towns, the Town is requesting the corresponding maximum allowable regional preference for Barnstable County, our understanding is that this would be either 15% or 20% regional preference (encompassing 6 to 9 of the 45 units). In preparation for this local/regional preference request, on August 17<sup>th</sup> a Local Preference Information Session was held as a joint meeting with the Housing Partnership, Select Board, Affordable Housing Trust, Community Preservation Committee and Finance Committee. The Local Preference PowerPoint presentation is also linked to the Housing Office webpage. This session helped participants to better understand the affordable fair housing process as well as local and regional preference. The Town also held a Local Preference and Fair Housing Educational Forum with presentations by Mass Housing Partnership in March 2021. We believe the following data supports the need to provide affordable rental housing to Brewster and Barnstable County as well as the Town's commitment to this endeavor.

Brewster's 2022 DHCD approved Housing Production Plan (HPP) has a goal to "Increase and diversify year-round housing options in Brewster for a range of income levels and household types." (HPP, pg. 56) Spring Rock Village intentionally helps to meet this goal. The Housing Plan also has a strategy to "Continue to work with nearby communities on the Cape by pooling CPA funds and other resources to construct affordable housing in suitable locations throughout the region and meet regional housing needs." (HPP, pg.68) Over the past seven years, Brewster has voted and approved over \$500,000 in CPA funds to five different local housing initiatives located in nearby towns. Additionally, over the past six years, Brewster has both financially supported and participated in the Community Development Partnership's regional Cape Housing Institute.

Brewster is below the mandated 10% threshold for affordable housing. The current Brewster Subsidized Housing Inventory (SHI) is 7.2% which represents 372 affordable SHI units.

Brewster, like many communities across Cape Cod, is challenged by the competing interests of year-round and seasonal housing. 42% of Brewster's housing stock and 36% of Barnstable County's housing stock is occupied part-time, seasonally, or only on occasion. Since the pandemic and growth in Cape Cod home values, the town has seen an increase in rental homes being sold. This is exacerbating the existing limited supply of rental housing in Brewster as well as other Cape Cod communities. Home ownership is also out of reach for many residents with a 2022 median home sales price of \$686,000 for Brewster and \$638,500 for Barnstable County. Brewster has a \$88,110 median income, slightly higher than Barnstable County at \$82,619. (Cape Cod Commission Brewster & Barnstable County Housing Profile 2023)

Despite Brewster efforts to create more diverse housing options, only 9% of Brewster's housing stock is rental housing versus 34% in Massachusetts and 19% in Barnstable County. 64% of Brewster renters are estimated to be either cost burdened or extremely cost burdened. This is similar to Barnstable County where 52% of renters are cost burdened. (US Census American Community Survey (ACS) 5-year estimates, 2017-2021). The Brewster Housing Plan Needs Assessment reports that 78% of Brewster's very-low income (31-50% AMI) are housing cost burdened. (HPP, pg. 37) In response to the great need, the Housing Trust has developed and financed (\$225,000 CPA funds) a rental assistance program which provides up to \$500/ month for cost burdened low-to-moderate income (up to 80% AMI) rental households. Currently eleven households are receiving ongoing rental assistance.

All five affordable rental properties in Town, the Brewster Housing Authority, Wells Court (senior housing), and King's Landing (multi-age), Brewster Woods (multi-age, opened in 2023) and Serenity Apartments in Brewster (Age 55+, opened in 2023), have wait lists for openings. Several waitlists are estimated to be over 5 years long. In 2022, there were 240 applicants for 27, extremely low-to-moderate income (up to 60% AMI) affordable apartments at Brewster Woods. During the same time in 2022, Serenity Apartments at Brewster received 72 applicants for 27, age 55+ affordable units at 80% AMI. For both Brewster Woods and Serenity Apartments, 81% of lottery applicants were from Barnstable County. Additionally, the Town Housing Coordinator regularly receives calls from Brewster and Barnstable County residents seeking affordable rental housing. Surrounding towns in Barnstable County have similar housing wait lists and people who live and work in Barnstable County are looking for affordable housing throughout the region.

Brewster has demonstrated a large and on-going commitment to the Spring Rock Village (0 Millstone Road) affordable housing initiative. In 2005 the Town authorized investigating a land locked 15 acre Town-owned parcel off Millstone Road for affordable housing. During May 2018 Special Town meeting, the Town voted to designate \$285,000 for the purchase of a 1.58 acre parcel to connect the Town-owned land to Millstone Road. Additionally, the Town designated the purchased parcel and the abutting Town-owned land, a total of 16.6 acres, for community housing. Over the next several years, the Affordable Housing Trust developed a Request for Proposals (RFP) for the property. The RFP was informed by Brewster's Housing Plan, a technical assistance grant from Mass Housing Partnership, significant community outreach, and ongoing input from residents. The Select Board accepted POAH and HAC's development proposal and signed a land disposition agreement in 2022. Currently a \$500,000 Community Preservation Act (CPA) funding request for Spring Rock Village (0 Millstone Road) is before the Community Preservation Committee. The Affordable Housing Trust also expects to receive an application from POAH & HAC for \$500,000. POAH and HAC have also shared that they will be requesting CPA funds from other Cape Cod municipalities. The regional preference will support the anticipated CPA neighboring town funds.

The Brewster Select Board unanimously voted at their August 21<sup>st</sup> meeting to request a 55% local preference and the corresponding maximum regional preference, expected to be 15-20%, for the Spring Rock Village development. Any person or household who qualifies under local preference shall have equal consideration in the local pool and regional pool and will be eligible in the general pool. Any person or household who qualifies under the regional pool shall have equal consideration in the regional pool and will be eligible in the general pool. An Affirmative Fair Marketing and Lottery Plan will be required for the property, if the percentage of minority local resident applicants in the local and/or regional preference pool, is less than the percentage of minorities in the Barnstable MSA, adjustments to the local and/or regional preference pool will be made in accordance with EOHLIC's Comprehensive Permit and affirmative fair housing guidelines.

The Town has worked for well over 5 years on this housing opportunity in Brewster. The Town also understands that housing is a regional issue, and a regional response is needed. This mixed age, mixed income (up to 80% AMI) affordable rental housing will meet a significant need in the town and community as identified by the Town's Housing Plan. Please let us know if you would like additional supporting documentation.

Thank you for your consideration of Brewster's local and regional preference request.

Regards,

*Edward B Chatelain*

Ned Chatelain  
Chair, Brewster Select Board

Attachments:

1. Comprehensive Permit for 0 Millstone Road
2. Project Eligibility Letter for 0 Millstone Road

cc: Vitalia Shklovsky, Preservation of Affordable Housing  
David Quinn, Housing Assistance Coordinator  
Peter Lombardi, Brewster Town Manager  
Donna Kalinick, Assistant Town Manager  
Jill Scalise, Brewster Housing Coordinator  
Jillian Douglass, Brewster Housing Partnership

## TOWN CODE AMENDMENT – GOLF COMMISSION BYLAW

**Article No. 13:** To see if the Town will vote to amend Article V (“Golf Commission”) of Chapter 6 of the Town’s General Bylaws by inserting the **bold** language, and deleting the ~~strike through~~ language, as indicated below, or take any other action relative thereto:

§ 6-5. Appointment; terms.

The Select Board shall appoint a Golf Commission of seven members to serve as the policy-making board of the Captains Golf Course. Each member shall be appointed for a staggered term of three years. Reappointment at the end of a term shall be determined by the ~~Selectmen~~ **Select Board**. All vacancies shall be filled by the Select Board. The Select Board may appoint a member to serve the unexpired term of a former member. **All appointments will be made in accordance with the Town Charter and relevant Select Board policies.**

§ 6-6. Purpose.

- A. In fulfilling its responsibility to the Town of Brewster, the Select Board, **and** the Town ~~Administrator~~ **Manager**, **and** the Golf Commission shall be guided by ~~two basic~~ **the following** principles, as follows:
- (1) ~~The golf course shall be operated and maintained so as to pay its expenses and return a reasonable profit to the Town.~~ **The Captains Golf Course facility shall be operated as an Enterprise Fund in accordance with MGL Chapter 44, Section 53F1/2.**
  - (2) The golf course shall be operated and maintained as a **recreational** facility available to the residents of the Town **as well as to the general public.**
- B. The Golf Commission, **in coordination with the Town Manager, the Golf Operations Director, and the Course Superintendent**, shall be responsible for ~~the preparation of~~ **establishing** near and long-term plans, policies and strategies **for the golf course**, including, but not limited to, eligibility for use, fees, hours of operation, block time approval and liaison with various golf associations and other golf course users. ~~Any changes in policies, regulations, procedures or operations that would alter these principles or change their stated priority shall be approved by the Select Board.~~ **The Golf Commission may provide recommendations on financial matters to the Town Manager and Select Board as appropriate. The Select Board shall vote to approve any proposed changes to fees, limitations on membership, and/or allocation of tee times. The Town Manager may consult with the Golf Commission in the preparation and development of the Golf Department’s budget and capital plan.**

§ 6-7. ~~Removal.~~ **(Reserved)**

~~Members of the Golf Commission may be removed by the Select Board for reasonable and good cause.~~

§ 6-8. ~~Required reports.~~ **(Reserved)**



~~The Golf Commission shall, within 30 days after the end of the fiscal year, make a report to the citizens of the Town.~~

~~§ 6-9. Audit. (Reserved)~~

~~The Golf Department will be subject to an audit in the same manner as other boards, committees, commissions and departments and shall respond appropriately to its recommendations.~~

~~§ 6-10. Appointment. (Reserved)~~

~~The Director of Operations of the golf course, appointed by the Select Board pursuant to the provisions of Chapter 5, Art. I, § 5-3C of the Brewster Town Code, may enter into an employment contract for a period of up to three years.~~

**§ 6-5. Appointment; terms.**

The Select Board shall appoint a Golf Commission of seven members to serve as the policy-making board of the Captains Golf Course. Each member shall be appointed for a staggered term of three years. Reappointment at the end of a term shall be determined by the Select Board. All vacancies shall be filled by the Select Board. The Select Board may appoint a member to serve the unexpired term of a former member. All appointments will be made in accordance with the Town Charter and relevant Select Board policies.

**§ 6-6. Purpose.**

A. In fulfilling its responsibility to the Town of Brewster, the Select Board, the Town Manager, and the Golf Commission shall be guided by the following principles:

- (1) The Captains Golf facility shall be operated as an Enterprise Fund in accordance with MGL Chapter 44 Section 53F1/2.
- (2) The golf course shall be operated and maintained as a recreational facility available to the residents of the Town as well as to the general public.

B. The Golf Commission, in coordination with the Town Manager, Director of Golf, and the Course Superintendent, shall be responsible for establishing near and long-term plans, policies, and strategies for the golf course. The Golf Commission may provide recommendations on financial matters to the Town Manager and Select Board as appropriate. The Select Board shall vote on any proposed changes to fees, limitations on membership, and/or allocation of tee times. The Town Manager may consult with the Golf Commission in the preparation and development of the Golf Department's budget and capital plan.

ARTICLE V  
**Golf Commission**

**[Adopted 6-7-1983 STM, Art. 3; amended in its entirety 5-3-1999 STM, Art. 6]**

**§ 6-5. Appointment; terms. [Amended 11-13-2006 FYTM, Art. 15; 11-13-2017 FYTM, Art. 13]**

The Select Board shall appoint a Golf Commission of seven members to serve as the policy-making board of the Captains Golf Course. Each member shall be appointed for a staggered term of three years. Reappointment at the end of a term shall be determined by the Selectmen. All vacancies shall be filled by the Select Board. The Select Board may appoint a member to serve the unexpired term of a former member.

**§ 6-6. Purpose. [Amended 11-13-2017 FYTM, Art. 13]**

- A. In fulfilling its responsibility to the Town of Brewster, the Select Board, the Town Administrator and the Golf Commission shall be guided by two basic principles, as follows:
- (1) The golf course shall be operated and maintained so as to pay its expenses and return a reasonable profit to the Town.
  - (2) The golf course shall be operated and maintained as a facility available to the residents of the Town.
- B. The Golf Commission shall be responsible for the preparation of near and long-term plans, policies and strategies, including, but not limited to, eligibility for use, fees, hours of operation, block-time approval and liaison with various golf associations and other golf course users. Any changes in policies, regulations, procedures or operations that would alter these principles or change their stated priority shall be approved by the Select Board.

**§ 6-7. Removal. [Amended 11-13-2017 FYTM, Art. 13]**

Members of the Golf Commission may be removed by the Select Board for reasonable and good cause.

**§ 6-8. Required reports.**

The Golf Commission shall, within 30 days after the end of the fiscal year, make a report to the citizens of the Town.

**§ 6-9. Audit.**

The Golf Department will be subject to an audit in the same manner as other boards, committees, commissions and departments and shall respond appropriately to its recommendations.

**§ 6-10. Appointment. [Amended 11-13-2017 FYTM, Art. 13]**

The Director of Operations of the golf course, appointed by the Select Board pursuant to the provisions of Chapter 5, Art. I, § 5-3C of the Brewster Town Code, may enter into an employment contract for a period of up to three years.

Chapter 396  
of the Acts of 2022

T H E C O M M O N W E A L T H O F M A S S A C H U S E T T S

*In the One Hundred and Ninety-Second General Court*

AN ACT ESTABLISHING A CHARTER FOR THE TOWN OF BREWSTER.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. Notwithstanding any general or special law to the contrary, the following shall be the charter for the town of Brewster:

Brewster Town Charter

Preamble: We, the people of the town of Brewster, Massachusetts, in order to reaffirm the customary and traditional liberties of the people with respect to the conduct of our local government, adopt this charter with the expectation and intent that the charter will continue and enhance the town's strong traditions of active voter participation; ethical, transparent and responsive leadership; wise use of public resources; respect for all in the community; and an engaged citizenry. We expect and intend that our government will be welcoming and inclusive and will promote equality and respect for all people.

CHAPTER 1

POWERS OF THE TOWN

Section 1 Incorporation

1-1-1 The present town of Brewster, within its corporate limits as now established, shall continue to be a body politic and corporate under the name, town of Brewster.

Section 2 Scope of Town Powers

1-2-1 The town shall possess and exercise all powers possible under the constitution and laws of the commonwealth as fully and completely as though those powers were expressly enumerated in this chapter.

Section 3 Form of Government

1-3-1 This charter provides for a select board-open town meeting-town manager form of government.

Section 4 Construction of Charter

1-4-1 The powers of the town under this charter shall be construed liberally in favor of the town, and the specific mention of particular powers

in the charter shall not be construed as limiting the general powers of the town as stated in section 1-2-1.

Section 5 Intergovernmental Relations

1-5-1 The town may exercise, consistent with the law, any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any 1 or more civil divisions, subdivisions or agencies of the commonwealth, other states or the United States government.

CHAPTER 2

TOWN MEETINGS AND ELECTIONS

Section 1. Legislative Power

2-1-1 The legislative powers of the town shall be exercised by a town meeting open to all registered voters of the town.

Section 2. Open Town Meeting

2-2-1 Business sessions of the annual town meeting shall be held on the first Monday in May and may be continued on such additional days as may be decided by the town meeting upon recommendation of the select board. There shall also be a second business session of the annual town meeting, referred to as the annual fall town meeting, held in the last 3 months of the calendar year on a date to be determined by the select board, which meeting shall be an annual town meeting for purposes of the General Laws; provided, however, that the select board may, at its discretion, cancel the fall annual town meeting not later than September 15 in any year, so long as no more than 5 citizen petitioned articles submitted pursuant to section 4 of this charter for inclusion on the warrant at the fall annual town meeting and notice of the select board's action with regard to such meeting shall be posted on the town website and principal bulletin board. The select board's decision as to whether to hold an annual fall town meeting shall not prohibit the select board from calling for a special town meeting, from time to time, at its discretion.

Section 3. Warrant

2-3-1

(a) Except for procedural matters, all subjects to be acted on by town meeting shall be placed on warrants issued by the select board.

(b) The date of the closure of the warrant to petitioned articles shall be set by general by-law.

2-3-2

(a) In addition to any notice required by the General Laws, the select board shall: (i) post the town meeting warrant at the locations listed in subsection (b), town hall and at least 1 location in each precinct and (ii) make available sufficient copies of the warrant at the town meeting for all registered voters in attendance.

(b) The select board shall, at least 1 week prior to the meeting, post the warrant for the town meeting on the town website and make the same available at town hall, and as required by general by-law or select board policy, at town facilities and other common locations throughout the town; provided, however, that failure to timely post the warrant on the website or to make such copies available no later than 1 week prior to the date of the town meeting shall not invalidate or otherwise affect the legality or validity of the actions taken at the town meeting.

Section 4. Citizen Petitions

2-4-1 Any 10 registered voters of the town may secure, by written petition to the select board, the inclusion of an article for the warrant of any duly scheduled annual town meeting and not less 100 registered voters may secure the same for any duly scheduled special town meeting.

2-4-2 The select board may provide a pre-petition process whereby petitioners may seek review of proposed petitions prior to submission.

Section 5. Quorum

2-5-1 The town meeting shall establish by general by-law a quorum requirement for the opening of its business, but a smaller number than the established quorum may adjourn immediately any meeting to a stated date, time and place as recommended by the select board; provided, however, that in the event of a state of emergency declared by the governor to protect the public health or safety, the quorum may be reduced in the manner set forth in section 7 of chapter 92 of the acts of 2020.

Section 6. Presiding Officer

2-6-1 A moderator, who shall be a registered voter of the town, shall be elected for a 3-year term as provided in section 2-11-1. The moderator shall preside over all sessions of the town meeting. The moderator shall regulate the proceedings, decide questions of order and make public declarations of all votes. The moderator shall have all of the powers and duties given to moderators pursuant to the Constitution of the Commonwealth and the General Laws and such additional powers and duties as may be authorized by the charter, by-law or other town meeting vote.

2-6-2 The moderator shall appoint a deputy moderator for a 1-year term who shall serve as moderator, if the moderator is absent or has a conflict.

2-6-3 If the office of moderator becomes vacant, the select board shall appoint a registered voter of the town as acting moderator. The acting moderator shall not be an elected town officer and shall serve as acting moderator until the next scheduled election of town officers.

Section 7. Rules

2-7-1 Unless otherwise provided by general by-law, rules of procedure for the town meeting shall be in accordance with "Town Meeting Time: A Handbook of Parliamentary Law" published by the Massachusetts Moderators Association.

Section 8. Clerk of the Meeting

2-8-1 The town clerk shall serve as the clerk of the town meeting. If the town clerk is absent, the assistant town clerk shall serve as town clerk regardless of whether such assistant is a resident or registered voter of the town.

Section 9. Report

2-9-1 A journal of the proceedings of the town meeting shall be kept as a permanent record in the town clerk's office and the journal shall be a public record.

Section 10. Elections

2-10-1 The annual election for the election of officers and such matters as are by law determined by ballot shall be held on the third Tuesday in May. If the annual election for the election of officers and such matters as are by law determined by ballot falls less than 2 weeks after the scheduled beginning of the spring annual town meeting, then the annual election shall be held on the fourth Tuesday in May; provided, however, that the select board may delay the date of the annual election to another date in the same fiscal year if the governor has declared a state of emergency to protect the public health or safety. If the governor has declared a state of emergency to protect the public health or safety, then the annual election shall be held on the fourth Tuesday in May or any other Tuesday in May or June as determined by the select board after consultation with the town clerk.

Section 11. Elected Officers

2-11-1 The registered voters of the town of Brewster shall, in accordance with any applicable laws, general by-laws, votes of the town or

intergovernmental agreement, elect the following position; provided, however, that members of multiple-member bodies shall be elected for overlapping terms:

- (a) moderator for a 3-year term;
- (b) select board of 5 members, each for a 3-year term;
- (c) school committee of 5 members, each for a 3-year term;
- (d) representatives to the Nauset Regional School District school committee, as the regional school agreement shall provide;
- (e) board of health of 5 members, each for a 3-year term;
- (f) planning board of 7 members, each for a 4-year term;
- (g) recreation commission of 5 members, each for a 3-year term;
- (h) historic district committee of 5 members, of which 4 members shall be elected and 1 member shall be appointed by the select board, each for a 3-year term;
- (i) housing authority of 5 members, of which 3 members shall be elected and 2 members shall be appointed in accordance with the General Laws; and
- (j) constable for a 3-year term; provided, however, that the authority of the elected constable in the town of Brewster shall be limited to the posting of the warrant for a town meeting or town election; provided further, that the person holding such position shall conform to any reasonable regulations concerning such responsibilities as may, from time to time, be proposed by the chief of police and approved by the select board.

Section 12. Recall of Elected Officers

2-12-1 (a)

Any holder of an elected office in the town may be recalled from that office by the registered voters of the town as hereinafter provided, for reasons including, but not limited to, neglect of duties, malfeasance, misconduct or inability to perform official duties; provided, however, that the question of whether the reasons stated for recall justify recall of a particular officer shall be determined solely by the voters.

(b)

Any 25 registered voters of the town of Brewster may initiate a recall petition by filing with the town clerk an affidavit containing the name of the officer sought to be recalled, a statement of the grounds for recall and specifying the lead petitioner. The town clerk shall thereupon make available to the lead petitioner copies of petition blanks demanding such recall, printed copies of which the town clerk shall keep available. The blanks shall be issued by the town clerk under the town seal, and be dated and addressed



to the select board. The blanks shall contain the names of all the persons to whom they are issued, the name of the person whose recall is sought and the grounds for such recall as stated in the affidavit and shall demand the election of a successor to such office. A copy of the petition shall be entered in a record book to be kept in the office of the town clerk. The recall petition shall be returned and filed with the town clerk within 20 days after notification by the town clerk to the lead petitioner that the recall petitions are available and shall have been signed by at least 12 percent of the registered voters of the town as of the last regular municipal election, who shall add to their signatures the street and number, if any, of their residence. The town clerk shall within 1 working day of receipt submit the petition to the registrars of voters in the town and the registrars shall, within 5 working days, certify thereon the number of signatures which are names of registered voters of the town.

(b)

If the petition shall be found and certified by the town clerk and board of registrars to be sufficient, the town clerk shall submit the petition with the town clerk's certificate to the select board within 3 working days and the select board shall forthwith give written notice of the receipt of the certificate to the officer sought to be recalled. If the officer does not resign within 5 days thereafter, the select board shall order an election to be held on a date fixed by it which shall be not less than 65 and not more than 90 days after the date of the town clerk's certificate that a sufficient petition has been filed; provided, however, that if any other town election is to occur within 100 days after the date of certification, the select board shall postpone submission of the question of recall to the date of such other election. No person shall be subject to recall if their term of office expires within 90 days of the certification. If a vacancy occurs in the office after a recall election has been ordered, the election shall nevertheless proceed as provided in this section.

(c)

An officer sought to be recalled may be a candidate to succeed themselves and, unless the officer requests otherwise in writing, the town clerk shall place the officer's name on the ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the recall election shall all be in accordance with the provisions of law relating to elections.

(d)

The incumbent shall continue to perform the duties of the office until the question of recall has been acted upon by the voters. If then re-elected, the officer shall continue in office for the remainder of their unexpired term subject to recall as before, except as provided in this charter. If not re-elected, the officer shall be deemed removed and the successor shall serve the remainder of the unexpired term; provided, however, that if the successor fails to qualify within 10 days after receiving notification of election, the office shall be deemed vacant.

(e)

(1) Ballots used for recall shall submit the following propositions in the order indicated:

For the recall of (name and title of officer).

Against the recall of (name and title of officer).

(2) Under the propositions shall appear the word "Candidates", the directions to the voters required by section 42 of chapter 54 of the General Laws and, beneath the directions, the names of candidates nominated in accordance with the laws relating to elections. If a majority of the votes cast upon the question of recall is in the affirmative, then the candidate receiving the highest number of votes shall be declared elected. If a majority of the votes on the question of recall is in the negative, then the ballots for candidates shall not be counted.

(f)

No recall petition shall be filed against an officer within 90 days after taking office, nor, in the case of an officer subjected to a recall election and not recalled thereby, until at least 6 months after the election at which their recall was submitted to the voters of the town.

(g)

No person who has been recalled from an office or who has resigned from office following the filing of a recall petition shall be appointed to any town office within 2 years after such recall or such resignation.

### CHAPTER 3

#### THE SELECT BOARD

##### Section 1. Composition, Compensation and Vacancies

3-1-1 There shall be a select board consisting of 5 members elected for 3-year overlapping terms. The select board shall serve as the executive branch of town government. The select board shall have all of the powers, duties and responsibilities of a board of selectmen as provided in the

General Laws and any regulations there under, special laws applicable to the town of Brewster and any local laws and regulations.

3-1-2 A chair, vice-chair and clerk shall be elected by the select board at the first meeting following each regular town election.

3-1-3 A quorum of the select board shall be 3 members.

3-1-4 Each member of the select board may receive an annual stipend as set forth in the general by-laws, subject to appropriation by town meeting.

3-1-5 If a member of the select board dies, resigns, is convicted of a felony while serving or ceases to be a registered voter of the town, the resulting vacancy may be filled by special election in accordance with the General Laws.

Section 2. General Powers and Responsibilities

3-2-1 The select board shall exercise the powers and duties prescribed by the General Laws, this charter and the general by-laws. The select board may delegate powers and duties to the town manager or to another town board. The select board shall enforce the laws and orders of the town, including this charter.

3-2-2 The select board shall be the primary policy making, planning and goal-setting agency of the town; provided, however, that no individual member of the board, nor a majority of them, shall at any time, attempt to become involved in the day-to-day administration of the affairs of the town. The select board shall act only through the adoption of policy directives and guidelines which are to be implemented by officers and employees appointed by or under its authority.

3-2-3 The select board, following the development of the proposed budget by the town manager, shall review the annual proposed operating and capital budgets submitted by the department heads and shall make the main motion under the budget article at the annual town meeting.

3-2-4 The select board shall protect the assets of the town.

3-2-5 The select board shall approve all collective bargaining agreements of the town negotiated by the town manager, consistent with chapter 150E of the General Laws.

3-2-6 The select board shall, at least once annually, meet jointly with the finance committee, the school committee, the Nauset Regional School District school committee and the Cape Cod Regional Technical High School District school committee, or their respective designees, for the purpose of sharing information.

3-2-7 The select board shall be the licensing authority of the town and shall have the power to issue licenses, make all necessary rules and regulations regarding the issuance of licenses, attach conditions and restrictions thereto as it deems to be in the public interest and enforce the laws relating to all businesses for which it issues licenses; provided, however, that the board may, at its discretion, delegate responsibility to the town manager or a board created for such purposes for issuance and enforcement of any licenses.

3-2-8 The select board shall ensure that the general by-laws are kept current.

3-2-9 The select board shall be responsible to ensure that the town manager complies with the charter.

3-2-10 The select board shall approve all personnel policies proposed by the town manager in accordance with subparagraph (K) of paragraph 4-1-4.

Section 3. Written Records and Communication to the Town

3-3-1 Any goal, policy, plan or official act adopted by the select board shall be in writing and included in its entirety in the minutes of the meeting at which it was adopted. The town manager shall ensure that a file containing a complete list of the select board's current policies and goals is posted on the town website for public reference. The select board shall designate to the town manager the publishing of an annual town report for each calendar year.

3-3-2 Before August 31 and after the annual town election, the select board shall hold a meeting for the purpose of stating the board's goals for the next fiscal year or years, hereinafter referred to as the annual goal setting meeting.

Section 4. Powers of Appointment

3-4-1 The select board shall select and enter into a contract with a town manager. If the town manager position becomes vacant for any reason, the select board shall designate a qualified person to serve in an acting capacity.

3-4-2 The select board shall appoint, following consultation with the town manager, the fire chief, police chief and town counsel.

3-4-3 The select board shall appoint members of all multiple-member bodies, except as otherwise provided in this charter.

3-4-4 The select board may appoint ad hoc committees as it deems necessary or appropriate.

Section 5. Investigatory Powers

3-5-1 The select board may investigate the alleged misconduct of the town manager, any town board or any member of a town board. The select board may direct the town manager to investigate: (i) the affairs of the town; (ii) the conduct of any town department or town employee; and (iii) any claim against the town.

3-5-2 Any alleged potentially criminal matter shall be referred to the appropriate law enforcement agency.

Section 6. Limitations and Public Ceremonies

3-6-1 Unless specifically provided in the General Laws, a member of the select board shall not hold any other position in town government, whether appointed or elected, paid or unpaid, that is created by the select board or town meeting; provided, however, that serving in an ex officio capacity shall not be considered a separate position for purposes of this paragraph. Service as a representative from the town to a governmental body other than the town shall not be prohibited by this paragraph.

3-6-2 The select board, and individual members thereof, shall deal with employees who are under the direction and supervision of the town manager solely through the town manager, except when the select board is conducting an investigation of the town manager under paragraph 3-5-1, in which case the employees shall contact the select board chair. Neither the select board nor its individual members shall give direct orders to any such employee.

3-6-3 Except as otherwise specified in this chapter, the select board shall be subject to the same rules as apply to all other town boards, including that members have no authority in their individual capacities except as delegated by majority vote of the select board.

3-6-4 The select board shall represent the town for all ceremonial purposes.

Section 7. Code of Conduct

The select board shall adopt a policy establishing a code of conduct applicable to all appointed and elected officials, which policy shall be amended from time to time at the board's discretion and any additional code of conduct adopted by another board shall be no less restrictive. Any code of conduct adopted by a board shall be posted in its office and on the town website.

CHAPTER 4

TOWN MANAGEMENT

Section 1 Town manager

4-1-1

The select board shall by majority vote of the entire select board appoint a town manager. The method of selection shall be left to the discretion of the select board so long as the method of selection ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The town manager shall be chosen solely upon the basis of the individual's administrative training, education, experience and ability and need not, when appointed, be a resident of the town; provided, however, that the town manager shall establish such residence within 12 months following the effective date of appointment; provided further, that the select board may, by a 2/3 vote of the entire board, extend to a time certain the time for establishing residence or waiving this requirement.

4-1-2

The town manager shall receive such compensation as may be fixed by the select board within the amount appropriated by town meeting and according to the town manager's expertise, education and training. Any contract between the select board and the town manager shall be made consistent with section 108N of chapter 41 of the General Laws.

4-1-3 Term and Removal

The town manager may be appointed for a definite term, but may be removed at the discretion of the select board by majority vote of the entire select board. The action of the select board in suspending or removing the town manager shall be final. It is the intention of this charter to invest all authority and fix all responsibilities of such suspension or removal in the select board.

4-1-4

The town manager shall be responsible to the select board for the proper administration of the affairs of the town consistent with the General Laws and this charter, and shall:

(A) appoint for a term of years or, at the town manager's discretion, for an unlimited period, all town employees, including civil service positions, not otherwise addressed herein, but excluding employees of the school department; provided, however, that the town manager shall:

(i) act upon recommendations from the police chief and the fire chief, respectively, for appointment of employees of the police and fire departments;

(ii) consult with the appropriate department head or multiple-member body for appointment of employees of other departments or multiple-member bodies;

(B) supervise, discipline, suspend or remove all appointed department heads and employees and organize and structure all town departments accordingly, except as otherwise provided in section 3;

(C) administer and enforce the General Laws and special acts and all by-laws and regulations established by the select board;

(D) coordinate activities of all town departments;

(E) attend all sessions of the town meeting and answer all questions addressed to the town manager which are related to the warrant articles and to matters under the general supervision of the town manager;

(F) keep the select board fully informed as to the needs of the town and recommend to the select board for adoption such measures requiring action by the select board or by the town as the town manager deems necessary or expedient;

(G) ensure that complete and full records of the financial and administrative activity of the town are maintained and render reports to the select board as may be required;

(H) be responsible for the rental, use, maintenance, repair and the development of a comprehensive maintenance program for all town facilities;

(I) serve as the chief procurement officer for purposes of chapter 30B of the General Laws and be responsible for the purchase of all supplies, materials and equipment, approve the award and execute all such contracts; provided, however, that any contract over \$1,000,000, or such higher amount as shall be approved by the select board from time to time, shall require approval by the select board;

(J) develop and maintain a formal and complete inventory of all town-owned real and personal property and equipment;

(K) propose personnel policies for approval by the select board under section 3-2-10 and administer all personnel policies, practices, rules and regulations, any compensation plan and any related matters for all municipal employees and administer all collective bargaining agreements entered into by the town;

(L) fix the compensation of all town employees and officers appointed by the town manager within the limits established by appropriation and any applicable compensation plan and collective bargaining agreements;

(M) be responsible for the negotiation of all contracts with town employees regarding wages and other terms and conditions of employment, except employees of the school department. The town manager may, subject to the approval of the select board, employ special counsel to assist in the performance of these duties; provided, however, collective bargaining agreements shall be subject to the approval of the select board in accordance with chapter 150E of the General Laws;

(N) be responsible for the preparation and development of the financial forecast, annual operating and capital budgets and 5-year capital improvement plan, consistent with policy guidance provided by the select board, and prepare and submit to the select board and finance committee such budget and plan, and be responsible for the administration of such budget and plan after their adoption;

(O) keep the select board and the finance committee fully informed as to the financial condition of the town and make recommendations to the select board;

(P) investigate or inquire into the affairs of any town department or office;

(Q) have full authority to act on behalf of the town during emergencies, including the direction of town personnel, declaring states of emergency, opening the emergency operations center and shelters and the emergency expenditure of funds, and to delegate such responsibility by appointing an emergency management director, who shall be a town employee duly trained in public safety, and a deputy emergency management director to assist the emergency management director and to assume the duties of the emergency management director in the director's absence;

(R) delegate, authorize or direct any subordinate or employee in the town, including an assistant town manager, if any, and subject to funding therefor, to exercise any power, duty or responsibility that the office of town manager may exercise; provided, however, that all acts performed under such delegation shall be deemed to be the acts of the town manager; and

(S) perform such other duties as necessary or as may be assigned by this charter, by-law, town meeting vote or vote of the select board.

4-1-5

The town manager shall appoint as acting town manager a town employee who shall perform the duties of the town manager in the town manager's absence; provided, however, that if there is an assistant town manager serving at the time of any such absence, such person may function as the acting town



manager. In the event of long-term disability or absence exceeding 14 days, or the resignation, termination or vacancy in the office of town manager, the select board shall not later than 14 days thereafter, appoint an acting town manager for the duration of any such disability or absence or until appointment of a permanent town manager. No member of the select board shall serve as acting town manager.

Section 2. Town Counsel

4-2-1 The select board shall appoint a competent and duly qualified and licensed attorney practicing in the commonwealth to be the counsel for the town. Town counsel shall receive such compensation for services as may be fixed by the select board and shall hold office at the pleasure of the select board. The town counsel shall be the legal adviser of all offices and departments of the town and shall represent the town in all litigation and other legal proceedings; provided however, that the select board may retain special counsel at any time the select board deems appropriate and necessary. The town counsel shall review and concur or dissent upon all documents, contracts and legal instruments in which the town may have an interest. The town counsel shall perform other duties prescribed by this charter, by by-law or as directed by the select board. No employee, committee or board, elected or appointed, other than the select board, shall contact or otherwise interact with the town, labor or other special counsel in a manner inconsistent with the policy relative to access to counsel established by the select board. This section shall not limit the school committee from retaining its own legal counsel.

Section 3. Fire, Police and Water Departments; Other Departments

4-3-1 Except as otherwise provided in this charter, there shall be a fire department consistent with sections 42, 43 and 44 of chapter 48 of the General Laws. The fire chief shall have responsibility for the day-to-day supervision of firefighters and the fire department. The fire chief shall have additional authority to place a firefighter on administrative leave with pay, or discipline or suspend a firefighter, for a period of no more than 5 days and shall provide the town manager with written notification upon implementation of such suspension. When the town manager intends to take action under clause (B) of subsection 4-1-4 of section 1 with respect to subordinate members of the fire department, the town manager shall consult with the fire chief before taking such action.

4-3-2 Except as otherwise provided in this charter, there shall be a police department consistent with section 97A of chapter 41 of the General

Laws. The police chief shall have responsibility for the day-to-day supervision of police officers and the police department. The police chief shall have additional authority to place a police officer on administrative leave with pay, or discipline or suspend a police officer, for a period of no more than 5 days and shall provide the town manager with written notification upon implementation of such suspension. When the town manager intends to take action under clause (B) of subsection 4-1-4 of section 1 with respect to subordinate members of the police department, the town manager shall consult with the police chief before taking such action.

4-3-3

(a) There shall be a water department under the supervision of a water superintendent. The department shall have all of the powers, rights and duties to be exercised by a water commission under the General Laws and special laws, except as otherwise provided herein. The water superintendent shall be responsible for the efficient exercise, performance and coordination of the department. Any exercise by the department of the authority of water commissioners with respect to acquisition or disposition of land shall be approved by the select board prior to any such acquisition or disposition of land. The superintendent shall report to the town manager as to the doings of the office at such times as the town manager may require.

(b) The water superintendent shall supervise and direct the operations and employees of the department in accordance with the town's personnel by-laws and any applicable collective bargaining agreements. The water superintendent shall be especially qualified by education, training and experience to perform the duties of the office and shall have such other qualifications as may be required from time to time. While employed by the town, the water superintendent shall not engage in a business or occupation falling within the jurisdiction of the water department, unless approved in advance by the town manager with the concurrence of the select board. Unless specifically provided in the General Laws, the water superintendent shall not hold any other position in town government, whether appointed or elected, paid or unpaid, that is created by the select board or town meeting; provided, however, that serving in an ex officio capacity shall not be considered a separate position for purposes of this subparagraph. Service as a representative from the town to a governmental body other than the town shall not be prohibited by this subparagraph. The water superintendent need not be a resident of the town during their tenure.

(c) There shall be a water commission consisting of 3 members to be appointed by the select board for alternating, overlapping 3-year terms. The commission shall be responsible for setting water rates, making budget recommendations and providing advice and support to the superintendent with respect to other policy matters on which the commission may be consulted and which falls within the jurisdiction of the water department. The water commission shall recommend priorities and policies to govern the provision of water in the town, and, with the concurrence of the water superintendent, may adopt policies and regulations to carry out the same.

CHAPTER 5

TOWN BOARDS/COMMISSIONS/COMMITTEES

Section 1. Appointed Boards and Committees

5-1-1

(a) In addition to any boards and committees specified in this charter, boards and committees may be created by adoption of by-laws, by town meeting vote or a vote of the select board. A list of any such boards and committees, specifying the number of members, terms of office, if any, and listing their respective charges, shall be maintained in the office of the town clerk and, within 10 business days after the creation of the board or committee, posted on the town website.

(b) Notwithstanding any other provision of this charter or General Laws to the contrary, any person appointed to a multiple-member body may be removed by their respective appointing authority following written notice and the opportunity for a public hearing; provided, however, that failure to reappoint following the expiration of an appointed term shall not constitute removal.

Section 2. Moderator Appointments

5-2-1

The moderator may appoint members of the boards, committees and commissions established under this section or as may be authorized by by-law, town meeting vote or regional school district agreement. Appointments made by the moderator shall each be for a fixed term and such appointments shall not be subject to review or confirmation by any other person or group.

5-2-2

(a) There shall be a finance committee which shall be consisting of 9 residents of the town who shall be appointed by the moderator, shall serve without pay and shall hold no other town office or employment; provided, further, that each member shall serve for a 3-year term beginning on July 1

and terminating on June 30 of the third year following appointment. Vacancies on the committee shall be filled by the moderator for the remainder of the unexpired term. A member of the finance committee shall not hold any other position in town government, whether appointed or elected or paid or unpaid, that is created by the select board or town meeting; provided, however, that serving in an ex officio capacity shall not be considered a separate position for purposes of this paragraph.

(B) The finance committee shall consider all the articles in any town meeting warrant and report to the town meeting its recommendations by posting the same on the town website and in any other manner it deems appropriate. Following the drawing up of the warrant for a town meeting, the select board shall forthwith forward the warrant to the members of the finance committee. The finance committee shall annually prepare for the annual town meeting a comprehensive summary of the current condition of the town's finances.

(C) To carry out the finance committee's duties, the finance committee may investigate the books and accounts of any town department. The finance committee and the individual members thereof shall deal with employees who are under the direction and supervision of the town manager solely through the town manager. Neither the finance committee nor its individual members shall give direct orders to any such employee.

Section 3. Alternate Members of Certain Multiple-Member bodies

5-3-1

The select board, following consultation with a committee, commission or board elected under clause (c), (e), (f), (g) or (h) of subsection 2-11-1 of section 11 of chapter 2 may appoint not more than 2 alternate members to serve for terms of 1 or 2 years. The chair of each committee, commission or board to which alternate members have been appointed may designate an alternate member to sit on the committee, commission or board in the case of absence, inability to act or conflict of interest on the part of any member of the committee, commission or board, or in the event of a vacancy. Any vacancy arising in the alternate position shall be filled in the same manner as the original appointment for the remainder of the unexpired term.

5-3-2 Alternate Members of Appointed Boards

The appointing authority may appoint not more than 2 alternate members to boards, committees or commissions established pursuant to paragraph (a) of subsection 5-1-1 of section 1 for terms of 1 or 2 years. The chair of each board to which alternate members have been appointed may designate an alternate member to sit on the board in the case of absence, to

act or conflict of interest on the part of any member of the board, or in the event of a vacancy. Any vacancies arising in the alternate position shall be filled in the same manner as the original appointment for the remainder of the unexpired term.

Section 4. General Provisions Applicable to Multiple-Member Bodies

5-4-1

Except as otherwise provided in this charter, each multiple-member body set forth herein or established pursuant to paragraph (a) of subsection 5-1-1 of section 1 shall be organized and charged with, as applicable, the powers and duties specified in any general or special law or in any by-law, town meeting vote, vote of the select board or as otherwise provided herein.

5-4-2

Each multiple-member body shall elect a chair, vice chair and clerk, and shall cause the select board and the town clerk to be notified of its selection. Such elections shall be taken up at the first meeting after the election for all elected boards, at the first meeting after annual appointments are made or at the first meeting of a new board or committee. All boards and committees created under this chapter or by by-law, shall make a written annual report of their activities to the select board in accordance with subsection 3-3-1 of section 3 of chapter 3.

5-4-3 Resignation

The resignation of any elected town officer under subsection 2-11-1 of section 11 of chapter 2 or any appointed multiple-member body created by this charter or by by-law under clause (a) of subsection 5-1-1 of section 1 shall be deemed effective when such resignation is filed with the town clerk or at such later time as may be specified in the filed resignation.

5-4-4 Excessive Absences; Loss of Appointed Office

For the purpose of this charter, 3 consecutive absences from meetings of an appointed member of a multiple-member body shall be considered a reason for removal. Under such circumstances, the chair of the multiple-member body may notify the appointing authority and the appointing authority may remove the member pursuant to clause (b) of subsection 5-1-1 of section 1 and notify the town clerk in writing that the position has been vacated.

Section 5 Cape Cod Regional Technical High School District School Committee and Other Regional Entities

5-5-1

Members of the Cape Cod Regional Technical High School District school committee shall be appointed or elected in accordance with the regional school district agreement as it may be amended from time to time.

5-5-2 Election or appointment to other regional entities shall be in accordance with an applicable intermunicipal agreement for such purposes.

CHAPTER 6

FINANCIAL PROVISIONS

Section 1 Budget Schedule

6-1-1 Annually, before December 1, the town manager shall establish and issue a budget schedule that shall set forth the calendar dates for developing the annual budget for the next fiscal year.

6-1-2 On or before December 15, the town manager shall present a financial forecast to the select board. Thereafter, the select board shall set guidelines for the preparation of the annual budget.

6-1-3 On or before February 15, the town manager shall submit to the select board a proposed line item budget and accompanying message.

Section 2 Proposed Budget

6-2-1 The budget shall provide a complete financial plan of all town funds and activities, including details on debt and debt service, anticipated income and proposed expenditures.

6-2-2 The budget message shall begin with a clear general summary of its content and explain, in both fiscal terms and program objectives, the proposed expenditures for each department and the projected tax rate.

Section 3 Budget Adoption

6-3-1 The town meeting shall adopt the annual operating budget, with or without amendments, before the beginning of the fiscal year, except in the event that the governor has declared a state of emergency to protect the public health or safety and the town meeting cannot complete its business as a result thereof.

Section 4 Capital Planning

6-4-1

The town manager shall prepare a 5-year capital improvement plan identifying proposed capital outlays or acquisitions in excess of \$10,000 or such other sum as shall be determined by the select board for any 1 project, whether it be spent in 1 year or over several years. The town manager, in the town manager's sole discretion, may appoint a committee to assist the town manager with preparation of the plan.

6-4-2

(a) The capital improvement plan shall include all town activities and departments. Proposed capital expenditures for regional entities shall be

consistent with the regional or intermunicipal agreement establishing such entities.

(b) The capital improvement plan shall include a list, by department, of all proposed capital improvements to be undertaken during the next 5 fiscal years and shall include cost estimates, methods of financing and time schedules. This information shall be revised and extended on an annual basis.

6-4-3

(a) The capital improvement plan shall be submitted to the select board by February 1 of each year.

(b) The select board shall, after providing 7 days' notice in the manner required by section 20 of chapter 30A of the General Laws and applicable regulations, hold a public hearing on the capital improvement plan. The select board shall make the capital improvement plan available for public inspection.

6-4-4

The select board shall prepare and submit to each annual town meeting a summary of the capital improvement plan, identifying all proposed capital expenditures for the next 5 years estimated to cost \$100,000 or more, or such other amount as the select board shall determine from time to time and which shall include the fiscal year in which it is anticipated to be expended, the amount and its anticipated source of funding.

Section 5. Annual Audit

6-5-1 At the close of each fiscal year and at such other times as may be deemed necessary, an independent audit shall be undertaken of all accounts of the town by a certified public accountant. The audit committee created by by-law, if any, or in the absence thereof, the select board, shall solicit a firm or firms for such purposes. The certified public accountant so selected shall have no personal interest, directly or indirectly, in the financial affairs of the town or any of its offices. Upon completion of the audit, the results shall be reviewed by the audit committee, if any, and by the select board and the finance committee. The results, in summary form, shall be placed on file in the office of the town clerk and on the town website as a public record and shall be available in the public library for public information.

CHAPTER 7

BY-LAWS AND CHARTER - ADOPTION, AMENDMENT AND PERIODIC REVIEW

Section 1. By-laws

7-1-1 By-laws may be proposed by warrant article consistent with the General Laws and this charter.

7-1-2 Adoption and amendment of by-laws shall be approved in accordance with applicable General Laws.

7-1-3 The select board shall ensure that the by-laws are reviewed and prepared for any necessary revisions at least once every 10 years.

7-1-4 The town clerk shall codify and republish the by-laws from time to time as may be reasonable and such by-laws shall also be posted on the town website.

7-1-5 All special acts, by-laws, town meeting resolutions, and rules and regulations of the town in force at the time this charter takes effect, not inconsistent with this charter, shall continue in full force and effect.

Section 2 Charter

7-2-1 Amendments to the charter may be approved by any means available pursuant to the Constitution of the Commonwealth and the General Laws; provided, however, that if such amendments are to be acted upon by town meeting in accordance with section 10 of chapter 43B of the General Laws, the select board and finance committee shall present their recommendations to town meeting for consideration upon any such proposed amendment.

7-2-2 The select board shall appoint a committee of not less than 5 nor more than 9 members to review the charter at least once every 10 years, such that review of the charter shall begin 5 years after the by-law review provided for in section 7-1-3 and shall provide recommendations, if any, to a subsequent town meeting with respect to such review.

SECTION 2. All town of Brewster by-laws, resolutions, rules and regulations and votes of the town meeting in force at the time the charter established pursuant to section 1 takes effect, that are not inconsistent with this charter shall continue in full force and effect. If any provision of the charter established in section 1 conflicts with any of the by-laws, rules and regulations, orders or special acts or acceptances of laws of the town, the charter provisions shall govern. All town by-laws, rules and regulations, orders and special acts of the town not superseded by the charter established in section 1 shall remain in full force and effect.

SECTION 3. All persons appointed or elected to offices, boards, commissions and agencies in the town of Brewster on the effective date of this act shall continue to perform the duties thereof until they are reappointed or re-elected or until successors to their respective positions



are appointed or elected or until their duties have been transferred and assumed by another town office, board, commission or agency.

SECTION 4. Any person holding an office or a position in the administrative service of the town of Brewster or any person holding permanent employment under the town on the effective date of this act shall retain their office, position or position of employment and shall continue to perform the duties of their respective office, position or position of employment until provision has been made for the performance of those duties by another person or agency; provided, however, that a person in the permanent service of the town shall not forfeit their pay grade or time in the service of the town as a result of the adoption of the town charter. Nothing in this section shall provide a person holding an administrative office or position or a person serving in the employment of the town on the effective date of this act with any greater rights or privileges with regard to that person's continued service or employment with the town than that person had before the effective date of this act. Nothing in this section shall impair the rights of any person under an individual employment contract or collective bargaining agreement.

SECTION 5. All records, property and equipment of a office, board, commission, committee or agency or part thereof of the town of Brewster, the powers and duties of which are assigned in whole or in part to another town office, board, commission or agency by this act shall be transferred forthwith to the office, board, commission or agency as so assigned.

SECTION 6. All official bonds, recognizances, obligations, contracts and other instruments entered into or executed by, on behalf of or to the town of Brewster before the effective date of this act, and all taxes, assessments, fines, penalties and forfeitures, incurred or imposed or due or owing to the town of Brewster, shall be enforced and collected and all writs, prosecutions, actions and causes of action, except as herein otherwise provided, shall continue without abatement and remain unaffected by the adoption of the charter in section and no legal act done by or in favor of the town shall be rendered invalid by reason of the passage of this act.

SECTION 7. To provide for the transition to reduce the terms of all planning board members of the town of Brewster from 5-year terms to 4-year terms, at the next regular election following at least 64 days after the effective date of this act, 1 planning board member shall be elected for a 1-year term, 1 planning board member shall be elected for a 2-year term and the expiring term shall be placed on the ballot for a 4-year term. The expiring

term shall appear on the ballot with instructions to vote for 1 candidate; provided, however, that if the incumbent is running for the office, the incumbent shall have the words "candidate for re-election" next to their name. The 2-year term and the 1-year term shall appear together on the ballot with instructions to voters to vote for 2 candidates, with the longer term going to the candidate with the most votes. Following the effective date of this act, the term of the planning board member most recently elected shall be reduced from 5 years to 4 years. Thereafter, all planning board members shall be elected to alternating 4-year terms, with no more than 2 terms expiring each year.

SECTION 8. This act shall take effect upon its passage.

ENDORSEMENT FOLLOW ON PAGE 24

House of Representatives, January 3, 2023.

Passed to be enacted,

*Paul J. Ronito*, Speaker.

In Senate, January 4, 2023.

Passed to be enacted,

*[Signature]*, President.

January 5, 2023.

Approved,

at

9 o'clock and 24 minutes, A. M.

*Charles D. Bow*  
Governor.

**ARTICLE NO. 7:** To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to be used to fund the cost items of the first fiscal year of the proposed Collective Bargaining Agreement between the Town of Brewster and International Association of Firefighters Local 3763, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF BREWSTER  
AND THE  
BREWSTER PERMANENT FIREFIGHTERS IAFF LOCAL 3763**

**NOW COME**, the Town of Brewster (hereinafter “Town”) and the Brewster Permanent Firefighters IAFF Local 3763 (hereinafter “Union”) who enter into the following Agreement.

**WHEREAS**, the parties seek to maintain an harmonious relationship between the parties;

**WHEREAS**, the parties seek to enter into a successor agreement to their current collective bargaining agreement and to cover the period July 1, 2023 through June 30, 2026;

**NOW THEREFORE**, for good and valuable consideration the parties agree as follows:

The terms of the Agreement that expires on June 30, 2023 shall remain in effect unless modified below:

1. **3 Year Term** (FY24-26 – July 1, 2023 through June 30, 2026)
2. **Start Christmas Eve** double time at 1800 instead of midnight.
3. **Shift Change**  
Firefighters shall be given 30 days advance notice of a shift change except in extenuating circumstances at the discretion of the Chief.
4. **Shift Order In**  
When an employee has approved leave time from his/her regularly assigned shift, the employee shall be considered unavailable to fill the open position. Members filling the vacant spot shall move to the next employee on the established order-in list.
5. **IRS mileage** reimbursement rates for Fire Academy attendees.
6. **Detail Pay**  
Increased to reflect current highest paid Captain’s overtime rate (or the employee’s current overtime rate if greater than top step Captain) and minimum detail duration increased from 2 to 4 hours.

7. **Article 11: Work Week**

Strike legacy language in Section 4:

“Effective July 1, 2001 the daytime EMT’s who currently work forty-two (42) hours per week will have their work week reduced to forty (40) hours without a reduction in wages and will receive overtime after forty (40) hours.”

8. **Article 14: Sick Leave**

Add: First year employees are exempt from eligibility and sick leave bank donations don’t count against sick leave incentive calculations. Sick leave incentive to be paid by end of July instead of last week of June.

9. **Article 17: Military Leave**

Remove reference to outdated state statute.

10. **Article 20: Group Insurance**

Update Section 1 and Section 3 to reflect past and current practice re: admin fee for direct debits.

11. **Call Back Bonus**

\$1K if 40 Fire/EMS callbacks during a 6 month period (July 1-Dec 31 & Jan 1-June 30)

12. **OIC Pay Increase**

\$30/Day Shift  
\$40/Evening Shift  
\$70/24 Hour Shift

13. **Overnight Callback**

In the event that the callback occurs between the hours of 10:00 (10pm) and 6:00 (6am), the employee shall receive a minimum of three (3) hours pay at time and 1/2, except if the employee is called in less than three (3) hours before their regular salary time, he/she shall receive time and 1/2 only for the time worked.

14. **Eliminate living radius**

15. **Article 14 Sick Leave**

Amend Section E: Increase sick leave cap from 180 to 190 days and provide 25% if advance retirement notice (Dec 1 of previous FY) is provided (10% now).

16. **Quads**

“Any employee desiring to work more than three (3) consecutive shifts to eliminate the need for a holdover or order-in may do so. The employee

opting to work the additional shift shall not work more than four consecutive shifts or a “quad” except in cases of local disasters, local, State, or Federal emergency declarations, Fire/EMS emergency incidents, storm events, or any other occasion when the Chief or Deputy Chief considers it mandatory in order to maintain staffing levels necessary to provide emergency services to the community.”

**17. Educational Incentive**

Add Public Administration, Organizational Leadership, Health Science & Psychology degrees.

**18. Article 18: Other Paid Leave (Shift Swaps)**

Amend Section 4 to 60 days (currently 45) and add prohibition against swapping more than 2 consecutive shifts and members involved must be of equal EMS certification

**19. Bereavement Leave**

Change from 5 days to 50 hours and from 4 days to 40 hours

**20. Article 34: General Coverage of Shifts**

Add new Section 7 as follows:

“Upon mutual written agreement between the Fire Chief and Local 3763, an alternate method for general coverage of shifts may be utilized in place of Article 34 Sections 1-5. Alternate methods may include but are not limited to any electronic, computerized, or automated systems. If implemented, this written agreement may be rescinded by either party, with 30 days advanced written notification to the other party. Article 34 Sections 1-5 shall be utilized in any instance where a mutual agreement for an alternate method for general coverage of shifts does not exist.

**21. Article 31: Compensation**

Reduce total number of steps from 9 to 8 in FY24. Increment between steps 1-2 and 3-8 will remain at 3.25%. Increment between steps 2 and 3 will increase to 6.2%. For FY24, members will be placed on the new wage scale based on their current FY23 step and will thereafter advance to the next step on an annual basis in FY25 and FY26. A 2.5% COLA will be applied to the new wage scale in each of the three years of the contract.

**See Attached Wage & Classification Schedules.**

Add new Section 6:

“Any person hired as a full-time employee who has previous experience as a full-time employee of a fire department and/or has completed the Massachusetts Firefighting Academy Recruit Training or equivalent program as stipulated in Article 48 may be hired at Step 2.”

**Miscellaneous**

Both parties enter into this Memorandum of Agreement with the understanding they are reserving their respective rights regarding the ratification and approval that occurred of a prior tentative agreement in April 2023 and if ratification by the Union, approval by the Select Board, and/or appropriation by Town Meeting of the terms of this Agreement does not occur each party may exercise its reserved rights.

The terms of this Memorandum of Agreement are subject to ratification by the membership of Local 3763.

The terms of this Memorandum of Agreement are subject to approval of the Select Board.

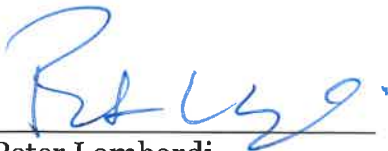
The negotiating committees of each party agree to recommend acceptance to their respective principals.

All cost items are subject to appropriation by the Town Meeting. The parties agree the request for funding shall be placed before the Town Meeting in the November 2023. The terms of this Memorandum of Agreement shall become effective with appropriation of the cost items retroactive to July 1, 2023 except as provided below.

**Members of Local 3763 in order to receive any retroactive wage increases must be employed by the Brewster Fire Department at the time the cost items are appropriated by Town Meeting.**

**TOWN OF BREWSTER**

**BREWSTER PERMANENT  
FIREFIGHTERS IAFF LOCAL 3763**



Peter Lombardi  
Town Manager  
Town of Brewster



Dean Smith, President  
IAFF Local 3763

6/26/23



**ARTICLE NO. 11:** To see if the Town will vote to accept the provisions of Section 3 (e) (1) of Chapter 44B of the General Laws;

or to take any other action relative thereto.

(Board of Selectmen)

(Majority Vote Required)

The CPA Low Income Resident Exemption & Low-Moderate Income Senior Exemption, if adopted, could be in place in time for FY2025.

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# Local Tax Relief Options:

## Community Preservation Surcharge Exemption (G.L. c. 44B §3(e)(1))



TOWN OF BREWSTER  
FINANCE TEAM  
SEPTEMBER 11, 2023

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For your  
consideration:

Community  
Preservation  
Surcharge  
Exemption  
(G.L. c. 44B §3(e)(1))

Low Income  
Residents

&

Low-Moderate  
Income Seniors

---

# Low Income Resident CPA Exemption & Low-Moderate Income Senior CPA Exemption

Exempts the entire 3% CPA Surcharge for qualifying primary resident homeowners:

Seniors (Age 60 & Up):  
Income limit is 100% of the Area Wide Median Income (Low-Moderate Income)

Non-Seniors (below 60):  
Income limit is 80% of the Area Wide Median Income (Low Income)

Income limits are adjusted annually based on median area income and are further adjusted based on household size. See chart on next slide for FY2024 limits.

Funding Source: None – this is a reduction in CPA surcharge.

Projected FY2024 Median Single Family Tax Bill: \$4,841.23;  
Projected Median CPA Surcharge \$145.24.

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# Annual Income Limits by Household Type and Size

FY2024 US HUD AWMI for Barnstable County is \$124,300

Property owned by senior (60 or older)				Property owned by non-senior (under 60)			
Household Size	100% AWMI	Household Multiplier	FY2024 Annual Income Limit	Household Size	80% AWMI	Household Multiplier	FY2024 Annual Income Limit
1	\$ 124,300	0.7	<b>\$ 87,010</b>	1	\$ 99,440	0.7	<b>\$ 69,608</b>
2	\$ 124,300	0.8	<b>\$ 99,440</b>	2	\$ 99,440	0.8	<b>\$ 79,552</b>
3	\$ 124,300	0.9	<b>\$ 111,870</b>	3	\$ 99,440	0.9	<b>\$ 89,496</b>
4	\$ 124,300	1	<b>\$ 124,300</b>	4	\$ 99,440	1	<b>\$ 99,440</b>
5	\$ 124,300	1.08	<b>\$ 134,244</b>	5	\$ 99,440	1.08	<b>\$ 107,395</b>
6	\$ 124,300	1.16	<b>\$ 144,188</b>	6	\$ 99,440	1.16	<b>\$ 115,350</b>
7	\$ 124,300	1.24	<b>\$ 154,132</b>	7	\$ 99,440	1.24	<b>\$ 123,306</b>
8	\$ 124,300	1.32	<b>\$ 164,076</b>	8	\$ 99,440	1.32	<b>\$ 131,261</b>

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# Potential CPA Surcharge Reductions

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- Although we estimate that up 22.5% percent of residential properties might qualify for the CPA Exemption, we don't expect that all potentially qualifying properties will apply for the exemption.
  - The application involves a full financial income review of all household members.
  - All seniors who currently qualify for the existing senior real estate tax exemption under Clause 41C will automatically qualify for the CPA exemption. We average around 40 applicants per year (less than 1% of residential properties).
  - Provincetown and Chatham have both adopted the CPA Exemption, they both report that there are very few applicants who are not already receiving the senior real estate exemption.
  - The CPA exemption is a tool that provides a little extra relief for those that need it.
-

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# Summary

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- The CPA Low Income Resident Exemption & Low-Moderate Income Senior Exemption, if adopted, could be in place in time for FY2025.
  - The CPA Exemption was presented to the Community Preservation Committee on July 12, 2023 and received a unanimous vote of support. The CPA Exemption also received a unanimous vote of support from the Board of Assessors in August 2023.
  - This would be an exemption of the 3% CPA surcharge to Low Income households and Low-Moderate Income Senior households.
  - There is no funding required to offset the exemption.
  - The financial impact is a reduction in CPA surcharge revenue.
  - This is true relief and based on residency and income. Applies to all ages.
-

----- Original message -----

From: Christopher Easley <easleyc@nausetschools.org>

Date: 9/17/23 12:20 PM (GMT-05:00)

To: Ned Chatelain <nchatelain@brewster-ma.gov>, Mary Chaffee <mchaffee@brewster-ma.gov>, Kari Hoffmann <khoffmann@brewster-ma.gov>, Cynthia Bingham <cbingham@brewster-ma.gov>, David Whitney <dwhitney@brewster-ma.gov>, mherman@town.orleans.ma.us, mmathison@town.orleans.ma.us, asreed@town.orleans.ma.us, mrunyon@town.orleans.ma.us, kgalligan@town.orleans.ma.us, easthambos5@eastham-ma.gov, easthambos4@eastham-ma.gov, Gerald Cerasale <easthambos3@eastham-ma.gov>, Jamie Rivers <easthambos1@eastham-ma.gov>, easthambos2@eastham-ma.gov, Board of Selectmen BOS <BOS@wellfleet-ma.gov>, knewman@town.orleans.ma.us, Jacqueline Beebe <jbeebe@eastham-ma.gov>, Richard Waldo <Richard.waldo@wellfleet-ma.gov>, Peter Lombardi <plombardi@brewster-ma.gov>

Cc: Brewster School Committee <brewsterschoolcommitteemeeting@brewster-ma.gov>, Brooke Clenchy <clenchyb@nausetschools.org>

Subject: Re: Amending The Nauset Regional School Agreement- 3 Year Rolling Average

Hello All,

A quick followup on the process to be taken to amend and update the Nauset Regional School District Agreement .

The School Committee met on Thursday and decided the first step in the process would be to ask our Lawyer to review our Regional Agreement and to develop a list of areas that would need to be updated to meet DESE's requirements as established in their checklist on regional school agreements. A meeting with the entire school committee and legal council will occur to review the updates as well as discuss the requested amendment to the agreement and any other necessary issues involved. This meeting will take place prior to Oct. 20th, 2023, a date has not been set for the meeting.

Thank You,

Sincerely,

Nauset Regional School Committee



On Thu, Sep 14, 2023 at 2:04 'a0PM Christopher Easley <[easleyc@nausetschools.org](mailto:easleyc@nausetschools.org)> wrote:

Good Afternoon,

As requested, The Nauset Regional School Committee is moving forward to begin the process of amending the Nauset Regional Agreement. The amendment to stipulate changes in the method of calculating the Annual Capital and Operating Assessments to the member towns. As requested the amendment would stipulate a change in these yearly assessments to a Three Year Rolling Average.

After receiving the letter requesting that the Regional Agreement be amended, the School Committee sought advice from the Region's Legal Counsel as to the various options on how best to proceed with the process. The law office's workload kept them from providing a thorough response until after the first week in August.

At tonight's School Committee meeting, Amending the Regional Agreement is an agenda item. For clarity, as to the timing of events, it should be noted that this is the first meeting of the School Committee since receiving the pertinent advice from our legal council.

Noting that the Regional Agreement has not been revised since 2002, DESE requires that the process of amending the agreement include a review and updating of the entire Regional Agreement . The proposed revised Regional Agreement, once developed will then go through at least a three step process;

- \* Step One- The revised Regional Agreement must be reviewed and receive preliminary approval by DESE (MA Department of Elementary and Secondary Education) . This is often a back and forth process.
- \* Step Two, the revised Regional Agreement would need to be voted on and approved by all four member towns at Town Meetings.
- \* Step Three, before going into effect, the revised (amended) Regional Agreement must receive final approval by the State's Commissioner of Education.

At tonight's School Committee meeting the committee will decide on the best way to proceed with the process of Amending the Regional Agreement. Once the process has been decided the School Committee will communicate its decision to the citizens and officials of our member town.

The School Committee members would like to thank you for your patients and let you know that as we proceed in this process we will work to be thorough, diligent and transparent in our efforts.

Thank You,

Sincerely,

## The Nauset Regional School Committee

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## Town of Brewster

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

Office of:  
Select Board  
Town Manager

May 9, 2023

Chris Easley  
Chair, Nauset Regional School Committee  
78 Eldredge Park Way  
Orleans, MA 02653

Dear Chair Easley,

Please accept this correspondence as an official request on behalf of the Brewster Select Board to initiate amendments to the Nauset regional school agreement. The agreement has served our district very well, but it has not been revised in more than 20 years and much has changed in that time. We recognize that, ultimately, any such proposed amendments require Town Meeting approvals.

Specifically, the Brewster Select Board is seeking changes to the methodology for calculating each member towns' capital and operating annual assessments. Per Sections IV D & E of the regional agreement, those amounts are currently based on each town's respective enrollment in the regional district schools on October 1 of the preceding fiscal year. Instead of basing annual assessments on a single year of student enrollment data, we propose calculating them based on a three-year rolling average of student enrollment. The Town Administrators in the Eastham, Wellfleet, and Orleans are all supportive of making this change. Superintendent Clenchy also initially indicated she would be supportive. Many other regional school districts in the Commonwealth have adopted this approach. By reducing the impacts of year-to-year shifts in student enrollment, it improves the ability of member towns to plan for and build their budgets. Its moderating effects also help avoid zero-sum scenarios between member towns.

In addition to this requested change to the regional school agreement, the Brewster Select Board is also interested in the following:

- Better understanding how transportation costs are apportioned to the member towns, particularly as it pertains to the transportation expenses of charter and school choice students.
- The extent to which the current proportional representation of the Nauset Regional School Committee remains reflective of the student population in each of the member towns. The committee's current composition is based on student enrollment by town as of 2002.

- Setting a mutually agreed upon schedule for reassessing and potential amending the regional school agreement – eg. every 5 or 10 years. This is a standard practice in Town charters.

Finally, and most importantly, the Brewster Select Board strongly encourages the Nauset Regional School Committee to make all reasonable efforts to either seek amendments to the regional school agreement to include Provincetown and Truro in the district in FY25 or to update their tuition agreements, set to expire in June 2024, such that those towns would pay their proportional share of the region's debt effective FY25.

On behalf of the Brewster Select Board, we appreciate your consideration of these requests, and we welcome the opportunity to speak further with you about them in the near future.

Sincerely,



Peter Lombardi  
Town Manager

cc: Richard Draper, Nauset Regional School Committee (Brewster)  
Tom Fitzgibbons, Nauset Regional School Committee (Brewster)  
Cathryn Lonsdale, Nauset Regional School Committee (Brewster)  
Richard Stewart, Nauset Regional School Committee (Brewster)  
Brooke Clenchy, Nauset Public Schools Superintendent  
Eastham Select Board  
Jacqui Beebe, Eastham Town Administrator  
Orleans Select Board  
Charlie Sumner, Orleans Interim Town Administrator  
Wellfleet Select Board  
Rich Waldo, Wellfleet Town Administrator

## NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

The agreement for the establishment of the Nauset Regional School District, as heretofore amended, is hereby further amended to read as follows:

Agreement for a regional school district for the Towns of Brewster, Eastham, Orleans and Wellfleet, Massachusetts (hereinafter sometimes referred to as the member towns), such district to be called "Nauset Regional School District."

### SECTION I

#### Membership of the Regional District School Committee

- A. Number of Members. The Regional School District Committee, hereinafter referred to as the Committee, beginning with the annual town elections of 2003, shall consist of ten members, four from the Town of Brewster, three from Orleans, two from Eastham, and one from Wellfleet. To achieve proportional representation on the Committee, effective following the annual elections of 2003, the members from Brewster, Eastham and Wellfleet shall have one vote per member, and the members from Orleans .8 (8/10) votes per member. All ten members shall be elected by their individual towns, as prescribed in Paragraph B. below.
- B. Election of Members. The Nauset Regional School District shall consist of four member towns, each of which shall elect representatives to serve for three-year terms as described above; provided, however, that any member elected prior to 2001 shall serve for a three-year term.

At the annual town elections in 2002, Brewster and Orleans shall elect one member each for terms of three years. At the 2003 elections, Brewster, Eastham, and Orleans shall elect one member each, for terms of three years. At the 2004 elections, Brewster shall elect two members, and Eastham, Orleans and Wellfleet one member each, for terms of three years. The terms of all such elected members shall commence on the day following their election and continue for the terms for which they are elected and thereafter until their successors are elected and qualified. Thereafter, at every succeeding annual or special town election when a member town is required to elect a member each town shall elect such member to serve on the Committee for a term of three years commencing on the day following such election.

- C. Holding Office/Vacancies. Each member shall hold office during his term and thereafter until the appointment, or election and qualification of his

successor. If a vacancy exists, the Selectmen of the member town or towns of the district involved shall appoint a member to serve until the next annual or special town election and at such election, a successor to serve for the unexpired term, if any, shall be elected.

- D. Officers of the Committee. Annually upon the election or appointment and qualification of its members, the committee shall organize and choose by ballot a chairman and vice-chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman and Vice-Chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

## SECTION II

### Types of Regional District Schools

The regional district schools shall consist of facilities to serve the needs of grades six through twelve.

The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and Acts amendatory thereto or dependent thereon, if the Committee deems it desirable.

## SECTION III

### Locations of Regional District Schools

The regional district schools shall be located within the district and within a five-mile radius from the intersection of Mid-Cape Highway (Route 6) and Samoset Road (in Eastham).

## SECTION IV

### Apportionment and Payment of Costs Incurred by the District

- A. For the purpose of apportioning assessments levied by the district against the member towns, costs shall be divided into two categories, capital costs and operating costs.

- B. Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, costs of sewage treatment or disposal, grading and other items incidental to placing school buildings and additions and related premises in operating condition and any other costs (whether or not so financed) which the district is or may be authorized by statute to finance by the issue of bonds. Capital costs shall also include payment of principal and interest on bonds or other obligations issued by the district to finance the foregoing costs. Capital costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.
- C. Operating costs shall include all costs not included in capital costs as defined in Section IV (B) but including interest on temporary notes issued by the districts in anticipation of revenue.
- D. Payment of all capital costs in any fiscal year shall be apportioned among the member towns on the basis of their respective enrollments in the regional district schools on October 1 of the preceding fiscal year.
- E. Operating expenses of each fiscal year shall be apportioned to the member towns on the basis of their respective enrollments in the regional district schools, publicly-funded charter schools and public schools of choice, on October 1 of the preceding fiscal year.
- F. Each member town shall pay its proportionate share of the capital and operating expenses to the regional school district in each fiscal year in four equal installments on or about the first days of September, December, March and June, such schedule to be set by mutual agreement of the Boards of Selectmen of the member towns, and the School Committee. If mutual agreement cannot be reached, the payments shall be due on the first days of those months.

## SECTION V

### Transportation

Transportation of all pupils to and from the regional district schools shall be furnished by the regional school district and the cost thereof shall be apportioned among the member towns as an operating expense.

## SECTION VI

### Admission of Additional Towns

By an amendment of this agreement adopted under and in accordance with Section VIII below, any other town or towns may be admitted to the regional school district upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

## SECTION VII

### Separation

- A. Any member town may petition to withdraw from the regional school district under terms stipulated in a proposed amendment to the agreement provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that said town shall remain liable to the district for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the district outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the district except that (i) where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal, and (ii) such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which as been applied to the payment of such indebtedness or interest.
- B. Said petitioning town shall cease to be a member town if the proposed amendment is approved by the Committee and accepted by the petitioning town and each of the other member towns, acceptance by the petitioning town and by the other member towns to be by majority vote at an annual or special town meeting.
- C. Money received by the district from the withdrawing town for payment of funded indebtedness or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the



district with a bank or trust company having its principal office in Massachusetts having a combined capital and surplus of not less than \$5,000,000.

- D. Upon the effective date of withdrawal the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly.

## SECTION VIII

### Amendments

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the district then outstanding, or the rights of the district to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the district and the reapportionment accordingly of capital costs of the district then outstanding and of interest thereon. A proposal for amendment may be initiated by a signed petition bearing the signatures of ten (10) per cent of the registered voters of any one of the member towns or by a majority of all the members of the regional district school committee. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in each member town shall include in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each member town, in the manner hereinabove provided.

## SECTION IX

### Budget

The Committee shall determine the amounts necessary to be raised to maintain and operate the regional schools during the ensuing fiscal year and the amount required for payment of debt and interest incurred by the District which will be due in said year, and shall adopt an annual maintenance and operating budget for said year. The Committee shall then submit copies to the Finance or Advisory

Committee of each member town, or if there is no Finance or Advisory Committee in a member town, to the chairman of the Board of Selectmen of such town, for their consideration at least 45 days prior to the earliest business session of any member's annual town meeting. The Committee shall apportion the annual budget in accordance with the provisions of Section IV. The amount so apportioned for each town shall be certified in accordance with Section 16B of Chapter 71 of the General Laws by the district treasurer to the treasurers of the member towns and each town shall appropriate the amounts so certified.

## SECTION X

### Tuition Pupils

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and on such terms as it may determine.

*Initiated by the Nauset Regional School District School Committee.*



## Town of Brewster

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

Office of:  
Human Resources

### MEMORANDUM

**TO:** Select Board  
**FROM:** Susan Broderick, Human Resources Director  
**RE:** Town Manager Priority Goals  
**DATE:** September 15, 2023

---

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

As part of the annual performance evaluation of the Town Manager each Select Board member is asked to identify three goals for the Town Manager to achieve during the fiscal year. The Board then discusses the goals and votes to identify five priority goals for the Town Manager for the fiscal year.

Fiscal year FY23 was the first year with a performance evaluation of the Town Manager that included priority goals.

As part of the review and goal setting process I would suggest the Board have a brief discussion on the status of the FY23 priority goals. In developing the FY24 goals for the Town Manager the Board may continue FY23 goals, develop new goals for FY24, or merge FY23 & 24 goals that are in the same context. For example, goals concerning the former Cape Cod Sea Camps property are still a high priority for the majority of the Select Board, based on the aggregate FY24 goals. The goals that the Select Board votes to set as the priority FY24 goals will again be reviewed and discussed next year during the Town Manager's annual performance evaluation.

**REVIEW OF GOALS SET DURING PREVIOUS REVIEW PERIOD**

Goal	Status of Goal			Explanation of Status
<p>1. Cape Cod Sea Camps</p> <p>Guide and supervise Bay Property Planning Committee and Pond Property Planning Committee activities including interim public use/access to the bay and pond properties throughout FY23.</p>	<p align="center"><b>Completed</b></p> <p align="center"><b>X 1</b></p>	<p align="center"><b>In Progress</b></p> <p align="center"><b>X 4</b></p>	<p align="center">Tabled</p>	<p>The comprehensive planning process is ongoing and will continue even after the community votes at Spring Town Meeting.</p> <p>While the SC planning process continues, I consider this goal fulfilled for FY23.</p> <p>Plans for the two Sea Camps properties are on schedule to be presented to Town Meeting 5/24.</p> <p>Need to put some emphasis on the Pond property.</p> <p>This long term goal will be achieved over a number of years. Progress to date is substantial and on target.</p>
<p>2. Water Quality</p> <p>Convene water quality planning task force and develop plan and timeline for advancing integrated water quality initiatives, including adapting to DEP's proposed changes to Title V regulations and continuing collaboration with external stakeholders.</p>	<p align="center"><b>Completed</b></p> <p align="center"><b>X 2</b></p>	<p align="center"><b>In Progress</b></p> <p align="center"><b>X 3</b></p>	<p align="center">Tabled</p>	<p>Dealing with water quality is ongoing. The development and implementation of the new watershed permits will continue for years. Other initiatives are in process and will depend on data collection and study results.</p> <p>Excellent work on this.</p> <p>Peter successfully convened this important task force and has launched the group's work.</p> <p>I believe this will be a work in progress for the next 20-30 years, if not forever.</p>

				WQTF convened. Strategy has been developed for Brewster's response to new Title V regulations.
<p>3. Parks and Recreation Department</p> <p>Evaluate the need for and structure of a new Parks and Recreation Department to manage Drummer Boy Park, the former Sea Camps, the Dog Park, and current recreation programs including long range planning for new multigenerational programs.</p>	Complete	<p><b>In Progress</b></p> <p><b>X 5</b></p>	Tabled	<p>This goal is tied to the Sea Camps goal. The outcome of the comprehensive plan and FY24 recreation survey will help to frame the decisions regarding the structure of the Department.</p> <p>Progress was made on this goal this year, but I do not think it can be completed until the Sea camps committees report out.</p> <p>This goal had a lower priority than some others. Intermediate steps were taken including adding staff to DPW.</p> <p>New position approved by SB 8/23. Structure of Rec Dept continues to evolve. Closely tied to Bay property development.</p>

<p>4. Housing</p> <p>Being implementing priority strategies of updated Housing Production Plan.</p>	<p><b>Completed</b></p> <p><b>X 1</b></p>	<p><b>In Progress</b></p> <p><b>X 4</b></p>	<p>Tabled</p> <p>The Housing Production Plan is a multiyear plan that will continue to be considered and implemented through 2027.</p> <p>Peter's support of AHT financial plan, Spring Rock development, new housing assistant and other initiatives helped us to make progress on HPP strategies</p> <p>Town's Housing Production Plan was certified and progress to achieve its goals was made.</p> <p>This is another long term plan, great head way is being made.</p>
<p>5. Town Website</p> <p>Oversee implementation of new town website by November 1, 2022 and identify preferred enhancements to current communication model throughout FY23.</p>	<p><b>Completed</b></p> <p><b>X 5</b></p>	<p>In Progress</p>	<p>Tabled</p> <p>The new website is up and running. The adjustments and additions to the specific department/projects/news pages will be ongoing as part of the regular operations of the Town. Communication is ongoing.</p> <p>Website is excellent, and the communication tools native to it are working well – see my recommendations for '24 goals re communications</p> <p>Town launched a new website with considerable effort on Peter's part. It has received highly positive reviews and improved access to public information.</p> <p>Completed but constantly will need updating.</p>



## TOWN OF BREWSTER TOWN MANAGER GOALS FORM

Goals for Fiscal Year: FY24, July 1, 2023 – June 30, 2024

Evaluator: Aggregate of Select Board Goals

Please identify and list 5 goals for the upcoming fiscal year. Goals should be:

**Specific** – Goals should be straightforward and emphasize what you want to happen. Specifics help to define the objectives or outcome you want.

**Measurable** – Establish criteria for measuring progress toward the attainment of each goal you set.

**Achievable/Realistic** – Goals should be achievable within an appropriate time frame.

**Time-limited** – Set one or more target dates, the “by when” to guide your goal to successful and timely completion.

### Cape Cod Sea Camps

1. Continue community planning process, engaging residents and stakeholders, to develop long-term comprehensive plans for both Sea Camps properties.
2. Continue to guide and supervise Bay Property Planning Committee and Pond Property Planning Committee activities including interim public use and public access to the bay and pond properties, develop strategies leading to a positive outcome at Town Meeting regarding the long-range comprehensive plans, and explore revenue generating opportunities and financing of priority projects.
3. The Town Manager will guide progress toward 2024 Town Meeting adoption of long-term plans for former Sea Camps properties. (The Brewster community is excited to craft long-term plans for the Cape Cod Sea Camps properties. The Town Manager will play a central and influential role in shaping the process to design these plans.)

Water Resources

1. Continue to manage Pleasant Bay watershed permit, develop new watershed permits for Bass River and Swan Pond and educate the community about changes to Title V regulations and new DEP nitrogen sensitive watershed permit regulations by mid-2024
2. File permit exemption with Mass DEP for Swan River and Bass River Watersheds. Advance the planning process for the Herring River Watershed. Complete exemption process prior to Annual Town Meeting

Governance

1. Develop and implement holistic communications plan, with special focus on social media outreach by Jan 1 24
2. Create a list of recommendations for allocation of departmental staff and financial resources to meet the priorities that were generated through the Sea Camps comprehensive plans, FY 2024 Recreation Survey, and the COA survey.
3. The Town Manager will establish a plan, and make significant progress toward implementing it, to optimize communications with the public in a changing communications environment by June 2024. (It is vital that the Town adapt its already strong communications strategies to a continually changing communications environment. Using the upcoming town communications analysis, strategies to build on current communications tools to enhance communications, including social media, will benefit Brewster residents.)

Infrastructure

1. Complete the Long Pond boat ramp project in time for the 2024 summer season, June 30, 2024. Advance the Lower Mill Pond project to begin construction in Fall 2024

Open Space

1. Develop standard criteria and process to evaluate potential land acquisitions.



Other

1. Child Care Subsidy - Create a task force to evaluate the feasibility of a potential childcare subsidy program and plan implementation in an equitable and fiscally sustainable manner.
2. CONFLICT MANAGEMENT: The Town Manager should see that Town staff, and committee members, are prepared to handle conflict and confrontational interactions safely by determining education and policy needs by June 2024. (Municipal employees are increasingly being confronted with angry or hostile citizens. Staff and others should be provided with knowledge and skills to resolve conflict and manage their own stress when faced with angry constituents. Staff training within FY24 would be desirable as well as consideration of a policy that aims to educate and resolve conflicts).

# ASSEMBLY OF DELEGATES BRIEF FOR BREWSTER SELECT BOARD (Sep. 18, 2023)

**Mary Chaffee, PhD, JD, RN, FAAN**

Brewster Delegate, Barnstable County Assembly of Delegates

[www.capecod.gov/county-government/assembly-of-delegates](http://www.capecod.gov/county-government/assembly-of-delegates)

## 1. Barnstable County Government (Cape Cod Regional Government)

- a. Barnstable County government, established in 1988, is in the only of its type in Massachusetts – with two co-equal branches, a legislative branch, the Assembly of Delegates, and an executive branch, the County Commissioners.
- b. The Cape Cod Commission, established in 1990, is the County’s regional land use planning agency.
- c. The mission of Barnstable County is to enhance the quality of life for County citizens.
- d. It achieves this through providing a variety of regional services that most of the small towns on the Cape could not provide for themselves.
- e. County services include coastal resources, food safety training, human rights, horticulture, human services, child sexual abuse services, dredge, emergency planning, the AmeriCorps Cape Cod program, shellfish programs, bulk procurement, and public health services.
- f. The County receives its revenues from an excise tax on real estate sales, assessment paid by the 15 Cape towns, and grants.
- g. Expenditures are made through the County’s annual budget.

## 2. FY24 County Budget

- a. County operating budget: \$21,633,532
- b. Cape Cod Commission: \$6,147,030

## 3. ARPA

- a. Barnstable County received \$41M in Federal American Rescue Plan Act (ARPA) funding to remedy financial pressures created by the COVID pandemic.
- b. County ARPA expenditures:
  - i. Direct funding for towns: \$10M (Brewster is eligible for \$495,633)
  - ii. Cape Cod Commission housing study: \$932K
  - iii. County ARPA projects: \$12M
  - iv. Housing sector grants: \$11M
  - v. Non-county entity grants: \$5M

## 4. Aquifund

- a. The County provides low interest loans through the Aquifund to Cape Cod homeowners who must replace their septic systems.
- b. Criteria for what is eligible for 0, 2% and 4% interest loans is at the County website.

## 5. Freshwater Pond Quality “Freshwater Initiative”

- a. The Cape has nearly 900 ponds and lakes that are a vital part of the Cape’s land and water ecosystems; they provide habitat, recreation opportunities, and are threatened by increased human uses including chemical contaminants, herbicides, nitrogen and phosphorus.
- b. The Assembly voted in 2022 to provide \$2.5M in funding to the Cape Cod Commission to carry out a Freshwater Initiative aimed at careful data collection on the health of the Cape’s freshwater ponds and the identification of the most effective, and most cost-effective, strategies for all Cape towns to consider using to restore and maintain the health of ponds.

- c. The program is using satellite imagery and gathering other data to examine pond health, and is determining the costs and benefits of certain pond management strategies.
- d. The data collected will assist the County in formulating strategies to protect the Cape's freshwater ponds.

## **6. County Broadband and Digital Equity**

- a. Not all areas of the Cape have reliable broadband internet access.
- b. The County aims to enhance digital equity (where all individuals and communities have the information technology needed to take part in society, work, learning and essential services).
- c. The Cape Cod Commission is undertaking an assessment of our internet access, is assisting with municipal digital equity planning, and coordination with the statewide digital equity plan.
- d. Residents can take part in a "Speed Survey" of their internet access by going to "speedsurveyapp.com". Participants enter their location, the device they are using and then click a button for the site to calculate the speed of their connection.
- e. Participants can take the test more than once from different devices and locations.

## **7. Assembly Meetings**

- a. 1<sup>st</sup> & 3<sup>rd</sup> Wednesdays of each month at 4pm (in person with remote option generally).
- b. Meetings can be viewed online at the County website "Meeting Center":  
<https://www.capecod.gov/county-government/meeting-center/>

### **ABOUT THE ASSEMBLY OF DELEGATES**

- *The Assembly of Delegates is the legislative branch of Barnstable County government; the County Commissioners lead the Executive branch.*
- *Fifteen Delegates serve on the Assembly, one from each Cape Cod town.*
- *The Assembly creates policy through binding ordinances, expresses its opinion through resolutions, acts on the County's operating and capital budgets, holds public hearings and receives presentations.*

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

1. Brewster Housing Partnership Funding Support Letters
  - a. Brewster Affordable Housing Buy-Down Program
  - b. Affordable Apartments at Spring Rock Village
2. Health and Human Services Report
  - a. Aids Support Group
3. Bicycle and Pedestrian Committee Recommendations
  - a. Sharon Donohue
  - b. Kelly Messier
4. Notice of Joint Public Hearing- Planning Board and Select Board
5. Planning Board Zoning Bylaw Proposed ADU Amendments Vote



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

Office of:  
Board of Selectmen  
Town Administrator

Faythe Ellis, Chair  
Brewster Community Preservation Committee (CPC)  
Brewster Town Offices  
2198 Main Street  
Brewster, MA 02631

August 31, 2023

Re: Housing Partnership Vote in Support of CPA Funding Allocation of \$250,000 to replenish the Brewster Affordable Housing Buy-Down Program

Dear Ms. Ellis and Esteemed Committee Members;

On August 30, 2023, the Partnership received a presentation by Assistant Town Administrator Donna Kalinick outlining the application for \$250,000 of CPA funds to continue the Town's program for offering income-eligible buyers supplemental funds in return for new deed restrictions, which will keep the homes affordable to future buyers.

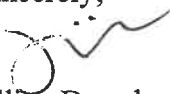
The funding request indicates that this program has been most applicable to preserve affordability of previously subsidized properties, when those units come up for re-sale, because these units may be at risk of becoming unaffordable (when the Maximum Resale Price Formula contained in a deed restriction for an existing subsidized home is applied to the current appraised value for the property, producing a projected sales price that exceeds the ability of an income-eligible buyers' ability to pay).

By applying these funds to units that are already on the Subsidized Housing Inventory (SHI), the Town is able to not only correct the flawed existing deed restriction formula, to leverage a larger degree of Affordability in perpetuity, but also to use a smaller additional investment, relative to the current production cost of new units, which would be needed to replace any expiring ones. In this way, this program and these funds allow the Town to stretch its limited resources further.

The Housing Partnership voted unanimously to whole-heartedly endorse and support this CPA funding application for an additional \$250,000 to continue the Town's successful program, and to officially assign the Town's Affordable Housing Trust the oversight and tracking of on-going program management contracts. We are also hoping that the Program will not preclude the use of these funds to create new Affordable units, by purchasing new deed restrictions for units, if units are ever offered for sale at below-market prices, and when an income-eligible buyer is voluntarily seeking to impose a future resale deed-restriction, in return for one-time, purchase-price gap-funding.

We anticipate that the need for this program, and the gratitude of program participants, is likely to continue for generations. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jillian Douglass". The signature is fluid and cursive, with a prominent loop at the beginning and a long, sweeping tail that ends in a small flourish.

Jillian Douglass, Chair  
Brewster Housing Partnership

Cc: Brewster Select Board



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

Office of:  
Board of Selectmen  
Town Administrator

Faythe Ellis, Chair  
Brewster Community Preservation Committee (CPC)  
Brewster Town Offices  
2198 Main Street  
Brewster, MA 02631

August 31, 2023

Re: Housing Partnership Vote in Support of CPA Funding Allocation of \$500,000 to Supplement the Hard & Soft Cost to Develop 45 Affordable Apartments as “Spring Rock”

Dear Ms. Ellis and Esteemed Committee Members;

On Thursday, August 31, 2023, the Brewster Housing Partnership received a presentation from David Quinn Director of Development for Housing Assistance Corporation and Vita Shklovsky of Community Development Partners. The presentation detailed the final design plans for the development of the 16.9-acre, V-shaped, parcel of town-owned land located between Millstone Road and the golf-side of Ocean Edge Resort.

Since this land was originally designated for the development of Affordable housing in 2005, there seems universal consensus that the time has come to finally build. As a Local Initiative Project, the Town has worked diligently, post the pandemic shut-down to keep this project on track. The Town’s collaborative work with the Massachusetts Housing Partnership (MHP) from 2019 to 2021, concurrent with the update of the Town’s Housing Production Plan was extremely effective in engaging citizen input related to community needs as well as neighborhood concerns.

The final design created by the team of Union Studio and Horsley Witten proposes an attractive, compact, resource efficient, village-style grouping of 12 buildings, surrounded by thoughtful vegetated buffers, and leaving 72% (a little over 12 acres) of the site undeveloped and undisturbed.

The neighborhood will consist of a mix of nine (9) townhouse buildings, and one (1) larger multi-family structure containing thirteen (13) apartments, creating forty-five (45) new Affordable rental housing units with 79 delineated parking spaces and a designated overflow area to accommodate 11 additional cars. Clearly, the site has future capacity for additional overflow parking or amenities, if needed.

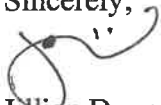
With 100% of these units serving households with incomes between 30% and 80% of AMI, the unit mix (15 1-bed, 25 2-bed and 5 3-bed) is reflective of current demand and wait-list demographics.

This project has an extremely tight, but well-crafted budget, created by an up-to-date experienced team, which intends to also manage the property. At a per unit construction cost of \$414,000, it is clear that this \$27,178,227 project, with a projected rental income of \$958,416, will need every bit of supplemental development funding it can rally. Having pain-stakenly

guided this project's planning and design, the Town should be proud to supplement its construction costs in the amount of \$500,000.

After in-depth review of the Spring Rock application, the Brewster Housing Partnership voted unanimously to support and endorse the \$500,000 request. We hope that the voting citizens at the November 2023 Brewster Town Meeting will too.

Sincerely,

A handwritten signature in black ink, appearing to read "Jillian Douglass", with a stylized flourish at the end.

Jillian Douglass, Chair  
Brewster Housing Partnership

Cc: Brewster Select Board





August 23, 2023

Town of Brewster  
Attn: Susan Broderick  
2198 Main Street  
Brewster, MA 02631-3701

Dear Susan:

Since the last invoice for FY23 needed to be submitted before the close of the 4<sup>th</sup> quarter, we are providing you with the figures below showing the number of clients and services provided during the 3<sup>rd</sup> and 4<sup>th</sup> quarters.

ASGCC services offered to all residents of Brewster includes: Anonymous Testing and Referrals; Mental Health Counseling; Daily Transportation to Medical Appointments on Cape Cod and in Boston; Food Pantry; and Emergency Housing Assistance.

ASGCC services for medical case management and related support, along with testing services: 151 services were provided to 20 Brewster residents during this period.

If you need further information, please give me a call at 508-487-9445

Sincerely,

Paul D. Christenson  
Senior Accountant

*ASGCC is a 501(c)(3) non-profit.  
Therefore, your donation is tax-deductible to the extent allowed by law.*

**ASGCC.ORG**  **508.487.9445**

ASGCC PROVINCETOWN, PO BOX 1522, PROVINCETOWN, MA 02657

PROVINCETOWN DROP-IN CENTER: 508.487.8311 / HYANNIS: 508.778.1954 / FALMOUTH 774.763.6656 / VINEYARD HAVEN 508.693.1208

## Appendix C

### SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

**Applicant Name**

**Requested Committee**

#### 1. TOWN CLERK REVIEW

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

#### 2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

**a. Select Board Liaison Applicant Interview:**

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

**b. Select Board Liaison Consultation with Committee Chair:**

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

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

**d. Select Board Liaison Recommendation:**

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

#### 3. SELECT BOARD ACTION

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

#### 4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

## Appendix B

### Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

#### APPLICANT DIRECTIONS:

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

---

1. Applicant name:

2. Address:

3. Phone Numbers: Home:  Cell:

4. Email:

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

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

7. Years you've lived in Brewster:

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

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

a.

b.

c.

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

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

Name of School	Degree/Diplomas Certificates	Date of Completion

**11. OCCUPATION:** \_\_\_\_\_

- Active                       Retired                       Not currently working

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

Name of Employer	Job Title	Dates of Employment

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

- 
- 
- 
- 

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

a. Organizations and dates:

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

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

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

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

Yes  No

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

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

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

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

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

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

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

Signature:

*Sharon Donohue*

Date:

*8/24/23*

Town of Brewster- Select Board

August 24, 2023

Sharon Donohue

[REDACTED]

Brewster, MA 02631

Dear Select board members,

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

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

**Educational background**

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

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

**Community Activities**

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

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

**References**

Katie Miller Jacobus- (friend)

[REDACTED]

[REDACTED]

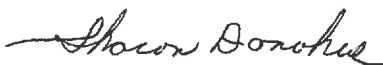
Andrea Genser (friend)

[REDACTED]

[REDACTED]

Thank you for your time and consideration.

Sincerely,



Sharon Donohue

[REDACTED]

[REDACTED]

## Appendix C

### SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

**Applicant Name**

**Requested Committee**

#### 1. TOWN CLERK REVIEW

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

#### 2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

**a. Select Board Liaison Applicant Interview:**

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

**b. Select Board Liaison Consultation with Committee Chair:**

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

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

**d. Select Board Liaison Recommendation:**

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

#### 3. SELECT BOARD ACTION

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

#### 4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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



## Appendix B

### Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

#### APPLICANT DIRECTIONS:

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

---

1. Applicant name:

2. Address:

3. Phone Numbers: Home:  Cell:

4. Email:

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

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

7. Years you've lived in Brewster:

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

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

a.

b.

c.

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

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

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

**11. OCCUPATION:** health agent  
 Active                       Retired                       Not currently working

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

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

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

- n/a
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

a. Organizations and dates:

n/a

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

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

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

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

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

Yes  No

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

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

a. Name: Michelle Donahue  
Address: \_\_\_\_\_  
Phone: [REDACTED]  
Email: \_\_\_\_\_  
Relationship to you: coworker

b. Name: KATRINE BURKITT  
Address: [REDACTED]  
Phone: [REDACTED]  
Email: \_\_\_\_\_  
Relationship to you: from childhood

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

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





**TOWN OF BREWSTER  
PLANNING BOARD AND SELECT BOARD  
NOTICE OF JOINT PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 27, 2023 AT 6:30 PM**

The Planning Board and Select Board will review, discuss, and potentially vote on the final draft 2023 Local Comprehensive Plan (LCP) prepared and recommended by the Vision Planning Committee. There will be an opportunity for public comment on said LCP. A copy of said LCP is available on the Town of Brewster's website [www.brewster-ma.gov](http://www.brewster-ma.gov).

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 who wish to access the meeting may do so in the following manner:  
Phone: Call (312) 626-6799 or (301) 715-8592. Webinar ID: 841 0778 1002. Passcode: 612505.  
Zoom webinar:  
<https://us02web.zoom.us/j/84107781002?pwd=VTVSV1ExaUNCL253NmNZV21Gdmo4dz09>.  
Passcode: 612505.

20 SEP 11 10:00 AM  
BREWSTER MASS  
C. W.



Town Of Brewster  
2198 Main Street  
Brewster, Massachusetts 02631-1898  
(508) 896-3701 x1150

Office of:  
Planning Department

**Date:** September 14, 2023  
**To:** Select Board  
**From:** Town Planner on behalf of the Planning Board  
**cc:** Amanda Bebrin, Planning Board Chair  
**Re:** Proposed ADU Amendments, Brewster Zoning Bylaw  
Sections 179-2B & 179.42.2; Table 1; Table 2

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At its meeting on September 13, 2023, the Planning Board, after holding a duly-noticed hearing thereon in accordance with MGL Ch. 40A, Section 5, voted unanimously:

- 1) to recommend to Town Meeting adoption of the above-referenced, proposed zoning amendments related to Accessory Single-Family Dwelling Units (ADUs), as referred to the Planning Board by the Select Board, and further;
- 2) to request that the Select Board place the proposed amendments on this Fall's Town Meeting Warrant to consider adoption.

It is the consensus of the Planning Board that the proposed amendments will enhance the usefulness of ADUs in helping to address year-round housing concerns in the Town.

A copy of the proposed amendments as recommended by the Planning Board is attached.

ENC