



# Town of Brewster Select Board

2198 Main St., Brewster, MA 02631

townmanager@brewster-ma.gov

(508) 896-3701

## AMENDED SELECT BOARD MEETING AGENDA

2198 Main Street

April 8, 2024 at 5:15PM

### 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.

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

Passcode: 509224

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

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

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

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. Executive Session
  - a. To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body
  - b. To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Personnel Bylaw and Police Personnel Bylaw)
  - c. To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (SEIU DPW/Golf/Water Union, SEIU Library, OPEIU, Fire Union, Police Patrol Officer Union, Police Superiors Union, and Police Dispatcher Union)
6. Vote on Memoranda of Understanding with Personnel Bylaw, Police Personnel Bylaw, SEIU DPW/Golf/Water Union, SEIU Library, OPEIU, Fire Union, Police Patrol Officer Union, Police Superiors Union, and Police Dispatcher Union
7. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Select Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
8. Select Board Announcements and Liaison Reports
9. Town Manager's Report (pages 3-4)

6:00 PM - Anticipated Start Time for Open Session



**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

10. Consent Agenda (pages 5-110)
  - a. Request to Declare Item as Surplus: Department of Public Works
  - b. Event Notification Form: Ruck4Hit Cape Cod 2024 Relay Event
  - c. Cell Tower Site Modification Request: Crown Castle & DISH
  - d. Town Landing and Public Beach Access Requests for Mant's Landing, Ellis Landing, Point of Rocks, and Breakwater
  - e. Town Landing and Public Beach Access Request for Paine's Creek and Vote to Close the Landing
11. Review and Vote on One Day Liquor License Application for Brewster Sportsman's Club (pages 111-113)
12. Review and Vote on Annual Common Victualler License for Breakwater Kitchen and Seafood, 235 Underpass Road - Michael Kenney & Michael Jacek (pages 114-126)
13. Presentation and Vote on Drummer Boy Park Advisory Committee Town Meeting Report Warrant Article- Katie Scott, Committee Chair (pages 127-267)
14. Presentation and Discussion on Proposed Medicare for All Legislation - Betsy Smith & Madeline Zevon (pages 268-271)
15. Update on Community Compact Efficiency & Regionalization Grant Application for Elementary Schools & Discuss and Vote on Potential Capital Funding Request for Spring 2024 Town Meeting - Select Board FY24-25 Strategic Plan G-1 (pages 272-276)
16. Discuss and Vote on Spring 2024 Town Meeting Warrant Articles (pages 277-320)
17. Vote to Close and Execute Spring 2024 Town Meeting Warrant (n/a)
18. Vote to Place Questions on the May 28, 2024 Local Ballot: (pages 321-323)
  - a. Brewster Elementary School Operating Override
  - b. Adoption of Community Preservation Act Surcharge Exemption
19. FYIs (pages 324-329)
20. Matters Not Reasonably Anticipated by the Chair
21. Questions from the Media
22. Next Meetings: April 23, May 6, May 11 (Town Meeting) and May 20, 2024
23. Adjournment

**Date Posted:**  
04/04/2024

**Date Revised:**  
4/08/2024

**Received by Town Clerk:**

24 APR 8 5:46  
BREWSTER TOWN CLERK





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Bonnie Heiple  
Commissioner

March 25, 2024

Peter Lombardi  
Town Manager  
2198 Main St  
Brewster, MA 02631

Re: FY 24 – Natural Resource Nitrogen Sensitive Area Grant Award

Dear Mr. Lombardi,

Congratulations! I am pleased to inform you that the *Town of Brewster's* proposal, **Grant Request for Herring River, Bass River and Swan Pond River Watersheds**, was selected for \$77,053.00 of funding under the Massachusetts Department of Environmental Protection (MassDEP) Natural Resource Nitrogen Sensitive Area Grant Program. This Grant Program supports municipalities in completing Watershed Management Plans to advance Watershed Permit and De Minimis Load applications. (314 CMR 21.00, "Watershed Permit Regulations").

Shortly, you will receive further instructions and contract information from MassDEP's Bureau of Water Resources. Please feel free to contact Caroline Adamson at MassDEP by email: [caroline.p.adamson@mass.gov](mailto:caroline.p.adamson@mass.gov) or by phone (857) 276-7002, if you have questions.

Sincerely,

Bonnie Heiple  
Commissioner, MassDEP

# Good Neighbor Fund Information

POSTED ON: APRIL 2, 2024 - 4:19PM



To help coordinate local fundraising and philanthropic efforts to provide essential services to Brewster residents, the Town of Brewster has established the Good Neighbor Fund. Residents may apply for financial assistance for urgent situations that would help them avoid a crisis such as homelessness or loss of heat, as well as non-urgent situations such as assistance with childcare, after school care, summer programs, utility bills, medical bills, etc.

Since the inception of the Good Neighbor Fund (originally created in 2020 as the COVID Relief Fund) the Town has awarded over \$39,000 to more than 26 Brewster residents in need. Thanks to your generous donations, the Town has been able to help our residents with mortgage and rent payments, medical bills, childcare costs, utility bills, car payments, insurance payments, and other needs. The current balance of the fund is just under \$5,000. If you would like to partner with the Town so that we may continue to support your neighbors in need, please [click here](#) to give to the Good Neighbor Fund.

If you or someone you know is in need of assistance, [click here](#) for more information on the fund and [here for an application](#).

Applications are held in confidence and Brewster Town staff are available to meet or talk to residents of all ages to provide information, support, referrals, and assistance in the Good Neighbor fund application process.

For more information, please email [neighborfund@brewster-ma.gov](mailto:neighborfund@brewster-ma.gov) or call the Council on Aging at 508-896-3727.

## Consent Agenda Cover Page

April 8, 2024

**a. Request to Declare Item as Surplus: Department of Public Works**

The DPW Master Mechanic is requesting approval to declare a 2008 International dump truck as surplus for sale on GovDeals. This vehicle has reached its useful life for the Town and was removed from service and replaced on April 1, 2024.

**Administrative Recommendation:**

We recommend the Select Board approve the request.

**b. Event Notification Form: Ruck4Hit Cape Cod 2024 Relay Event**

Heros In Transition Inc. has submitted notification of their annual Ruck4Hit Cape Cod 2024: Ruck Relay event that will take place across all 15 Cape Cod towns. The event will pass through Brewster on Friday April 26<sup>th</sup> and the early hours of Saturday April 27<sup>th</sup>. There are 20 runners that will be passing through Town and there is a van exchange that will take place throughout the event in Brewster. The application and material have been supplied to department heads. The only location among the stops in Brewster that will have a port-a-john is at Town Hall. The Department of Public Works is aware of the stop near the Recycling Center gate near the old Swap Shop and there are no concerns. No vehicles will be left overnight. The applicant knows to confirm with the Building Department if a temporary sign permit is required. There have been no concerns in the past with this event.

**Administrative Recommendation:**

We recommend the Select Board approve the event notification.

**c. Cell Tower Site Modification Request: Crown Castle & DISH**

Crown Castle is requesting permission to perform maintenance on the wireless communications facility at 1657 Main Street on behalf of DISH Network, a sublessee on the tower. Jackson Steel Erectors, LLC will be the general contractor performing the work. The Fire Department and Building Department have no concerns with the proposed work, though the Fire Department must approve the time of commencement of work and placement of any deliveries in order to ensure continued access and egress to and from their facility. Crown Castle and Jackson Steel will be required to coordinate with both departments following Select Board approval.

**Administrative Recommendation:**

We recommend the Select Board approve the cell tower site modification request, pending coordination with the Building Department and Fire Department.

**d. Town Landing and Public Beach Access Request for Mant's Landing, Ellis Landing, Point of Rocks, and Breakwater**

Crawford Land Management, on behalf of the owners of 336 Robbins Hill Road, has applied for use of Town Landing and public beach access at Mant's Landing. The Mant's Landing beach parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment.

Overnight parking for two machines and storage of 66 cubic yards of sand is also requested. Access will be granted from Tuesday, April 9, 2024, to sunset, Friday, April 12, 2024.

Anchor Marine Inc., on behalf of the owners of 47, 35, 41 & 51 Captain Dunbar Road and 10 properties on Nancy May Path, has applied for use of Town Landing and public beach access at Ellis Landing. The Ellis Landing beach parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment. Overnight parking for two machines and storage of 300 cubic yards of sand is also requested. Access will be granted from Monday, April 22, 2024, to sunset, Friday, April 26, 2024.

Anchor Marine Inc., on behalf of the owners of 30 Swift Lane, has applied for use of Town Landing and public beach access at Point of Rocks. The Point of Rocks beach parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment. Overnight parking for two machines and storage of 21 cubic yards of sand is also requested. Access will be granted from Monday, April 22, 2024, to sunset, Friday, April 26, 2024.

SumCo Eco-Contracting LLC, on behalf of the owners of 268 Breakwater Road, has applied for use of Town Landing and public beach access at Breakwater Landing. The Breakwater Landing parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment. Overnight parking for two machines and storage of 103 cubic yards of sand is also requested. Access will be granted from Monday, April 15, 2024, to sunset, Friday, April 26, 2024.

The conditions for approval for use of the above mentioned landings are outlined in the accompanying letters, which have been drafted by Town Administration in conjunction with the Conservation Administrator.

**Administrative Recommendation:**

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

**e. Town Landing and Public Beach Access Request for Paine’s Creek and Vote to Close the Landing**

SumCo Eco-Contracting LLC, on behalf of Mr. Craig Pfannenstiehl of 91 Carver Road, has applied for use of Town Landing and public beach access at Paine’s Creek. Due to access issues with delivering sand to Mr. Pfannenstiehl’s beach from other landings, the Conservation Administrator has recommended that the annual nourishment requirements be satisfied instead through the placement of sand at Paine’s Creek beach.

The Paine’s Creek Landing parking lot will be the access point for material deliveries and over-sand travel to the beach land for the purpose of performing sand nourishment. Overnight parking for three machines and storage of 661 cubic yards of sand is also requested. Access will be granted from Monday, April 22, 2024, to sunset, Friday, April 26, 2024.



Due to the volume of sand being delivered and the number of machines being utilized, it is recommended that the landing be closed to the public while this work is ongoing.

The conditions for approval for use of Paine’s Creek landing are outlined in the accompanying letter, which has been drafted by Town Administration in conjunction with the Conservation Administrator.

**Administrative Recommendation:**

We recommend the Board vote to authorize staff to approve this request, pending coordination with Conservation and DPW, and to vote to close the landing at Paine’s Creek from April 22 through April 26, 2024.



## Department of Public Works

201 Run Hill Road  
Brewster, Massachusetts 02631-1898  
Tel (508) 896-3212

Griffin Ryder, Superintendent

James Jones, Foreman

### Memo

To: Brewster Select Board

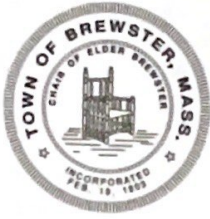
From: Mike Richards, Master Mechanic

Date: April 1, 2024

RE: Surplus Item

The Department of Public Works is requesting permission from the Select Board to declare a 2008 International 7400 Dump Truck as surplus for sale on Gov Deals. The truck includes a 10ft stainless steel material spreader and 12ft snowplow. The truck has reached its useful life in Town as was removed from service and replaced on April 1, 2024, through Town Meeting appropriations of May 2021.

Once approved the DPW will follow the process to place the item for sale.



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

Office of:  
 Select Board  
 Town Manager

## EVENT NOTIFICATION FORM

Application must be submitted at least four (4) weeks prior to the date of the event. Please submit to the Town Manager's Office or email to [licenses@brewster-ma.gov](mailto:licenses@brewster-ma.gov).

### APPLICANT INFORMATION

Applicant Name: Nicole Spencer Phone #: 508 360 0994  
 Applicant Address: 22 Bates Rd Suite 135 Mashpee MA 02649 (HIT)  
 Business Name: Heroes In Transition, Inc Email: Ruck@heroesintransition.org

### EVENT INFORMATION

Type of Event: Ruck 4 HIT Cape Cod 2024: Ruck Relay Event  
 Location of Event: All 15 towns on Cape Cod - Pass Through  
 Date and Hours requested of proposed event: Date(s): Friday April 26, 2024 Times: ~ 8am - 11pm Sat April 27th  
 Maximum # of guests anticipated: only 30 ruckers Estimated # of vehicles/bicycles at one time: \* 23 vans - midnight - 2am  
 Is this event open to the public: Yes  No  \* only stop to exchange ruckers \* spread out

### ADDITIONAL DETAILS

Will food be offered/provided at the event? Yes  No   
 If yes, applicant must obtain a food service permit from the Health Dept.

Will any road closures be required for the event? Yes  No

Will any temporary signage be requested for the event? We only have signs (18x24) that give ruckers / vans exchange spots. Yes  No   
 If yes, applicant must obtain a temporary sign permit from the Building Dept.

Please provide a summary of the event, or attach to the application:

See all attached. Thank you!

They get taken down on Sat, April 27th







HEROES IN TRANSITION, INC.  
ASSISTING VETERANS AND MILITARY FAMILIES

22 BATES ROAD, SUITE 135, MASHPEE, MA 02649 • 508.539.1010 • WWW.HEROESINTRANSITION.ORG

March 15, 2024

To Whom It May Concern,

**Heroes In Transition** is proud to announce its 9<sup>th</sup>, team-based endurance ruck relay event- Ruck4HITCapeCod. On Friday, April 26th – Saturday April 27, 2024, a field of up to 20 teams will ruck from Bourne Ma, through every town on the Cape and finish Cape Cod coffee in Mashpee. Each athlete will run 2-4 miles at a time with 10-20lb rucksacks on and the team will collectively, running non-stop until the mission is complete.

**Mission Statement:** Ruck4HIT was created in collaboration with supporters, local veterans and those currently serving to raise awareness and funding for Heroes In Transition, Inc. and its Programs. As every service member is forced to carry the burden of war during active service and beyond, carrying the ruck sack is symbolic of hardships endured and the perseverance required to complete the mission. This event will fund Heroes In Transition's various veteran and military programs- all in the continuing effort to never leave a fallen comrade behind.

**About the Relay:** At maximum, there will be only 20 runners on the ground at any given time in the town of Sandwich. We will simply be passing through the town on our route that traverses every town on the Cape. The teams have limited "stop" time as they have to pick up and drop off their runners at every exchange.

\*Exchange times are approximate and based on 10 min/mile. By this time in the route, we expect that teams will be spread out over a 2-3 hour period. Please see attached exchanges.

Thank you for your time. If you have any questions, please do not hesitate to contact us.

Sincerely,

Nicole Spencer  
Executive Director | Heroes In Transition  
508-360-0994

Ruck4HIT21

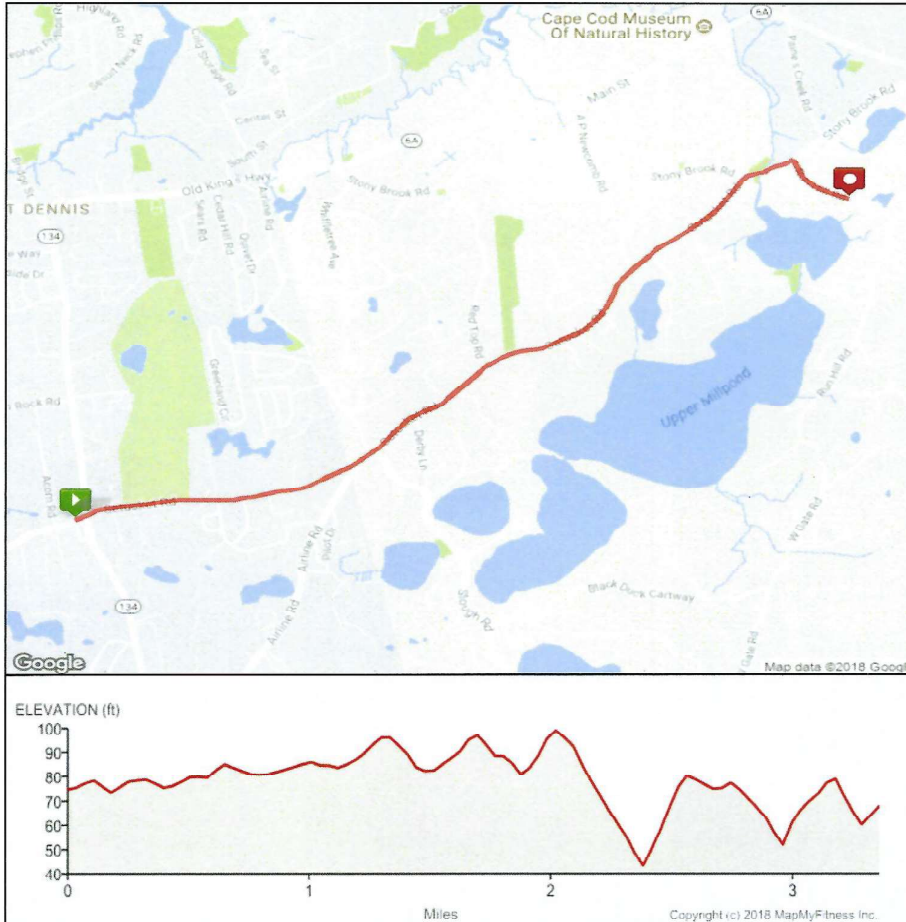
Distance: 3.36 mi

Elevation Gain: 67 ft

Elevation Max: 100 ft

Hard, Hilly Run - "Brewster"

Runner Leave Dennis Senior center by  
10:46 am



**Drivers:**

Exchange 21 –  
Brewster Transfer  
Station Swap Shop

Enter into google  
maps:  
201 Run Hill Rd  
Brewster, MA

Head out of Senior Center Parking and turn right on Setucket Rd

1.11 mi Continue onto Satucket Rd

2.90 mi Continue onto Stony Brook Rd

3.09 mi Turn right onto Run Hill Rd

3.36 mi Exchange 21 Brewster Transfer Station Swap Shop Parking

Ruck4HIT22

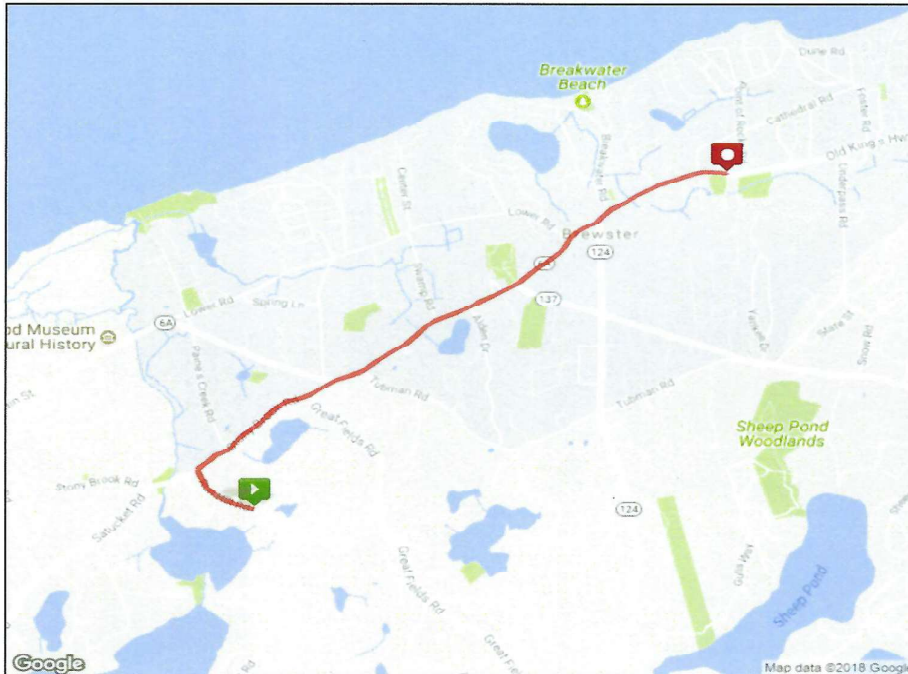
Distance: 2.56 mi

Elevation Gain: 72 ft

Elevation Max: 86 ft

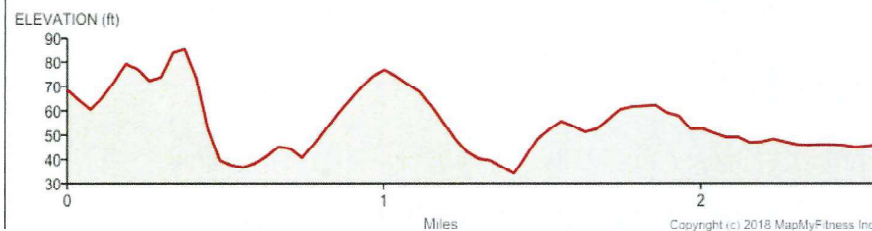
Hard, Hill Run "Brewster Ball"

## Runner Leave Brewster Transfer Station by 11:21 am



**Drivers:**  
Exchange 22 –  
Brewster Town  
Offices  
Brewster Town Hall

Enter into Google  
maps:  
2198 Main St  
Brewster, MA 02631



Head west on Run Hill Rd toward Stony Brook Rd

0.27 mi Turn right onto Stony Brook Rd

0.90 mi Turn Right on Main St/rte 6A toward Stony Brook Rd

2.56 mi Exchange 22 Entrance to Brewster Town Hall Offices



Ruck4HIT23

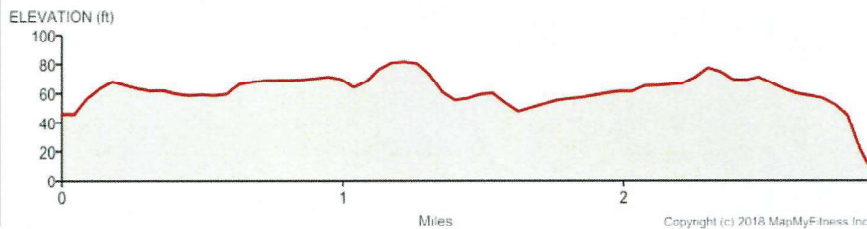
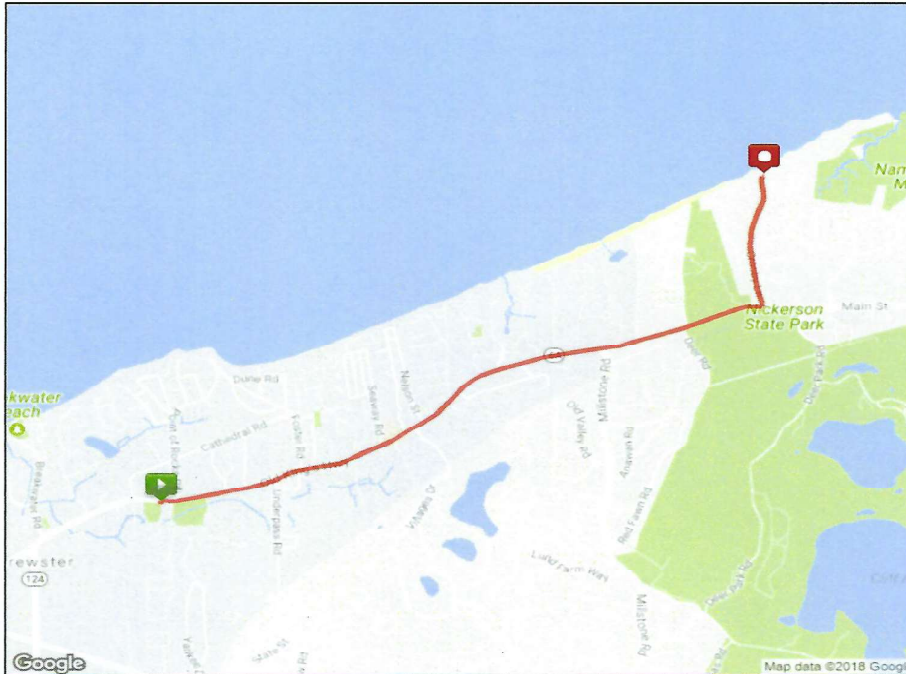
Distance: 2.86 mi

Elevation Gain: 60 ft

Elevation Max: 82 ft

Easy Run "Crosby"

Runner Leave Brewster Town Offices by  
11:47 am



**Drivers:**

Exchange 23-  
Crosby Lane  
Beach,  
Brewster, Ma

**COFFEE &  
PT STOP**

Head east on MA-6A E/Main St

2.32 mi Turn left onto Crosby Ln Destination will be on the right

2.86 mi Exchange 23 - Crosby Lane Beach Parking



Ruck4HIT24

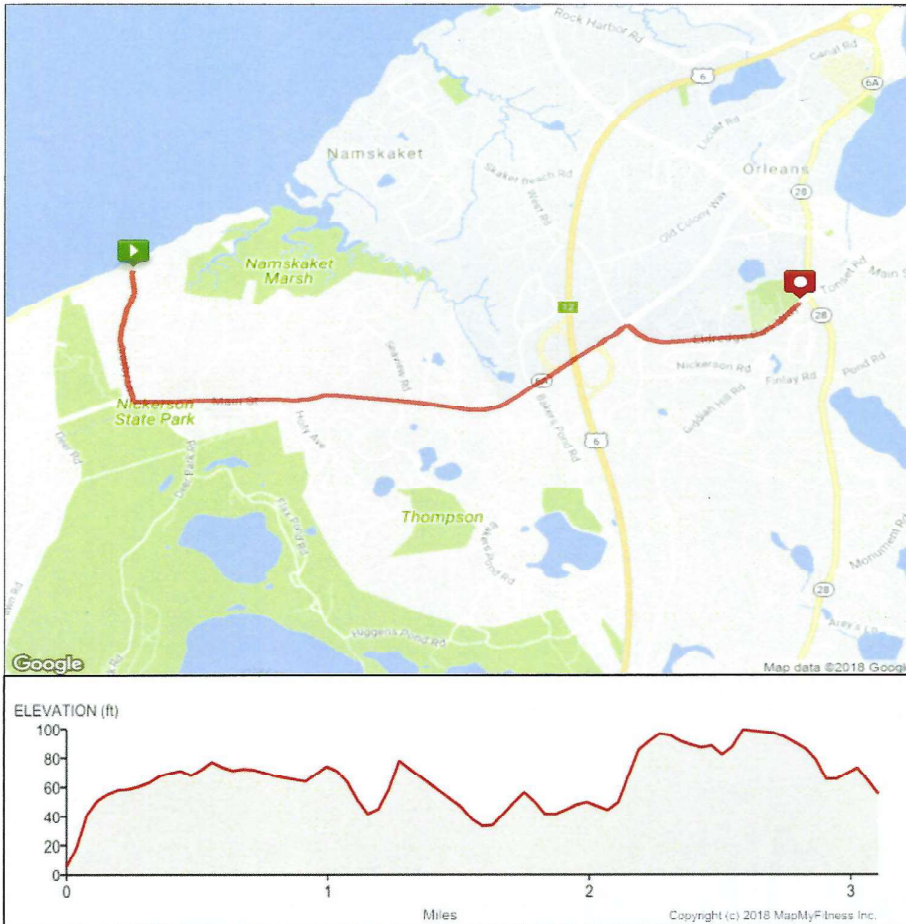
Distance: 3.11 mi

Elevation Gain: 142 ft

Elevation Max: 99 ft

Hard Hilly Run "ACROSS FROM OPD"

Runner Leave Crosby Beach by 12:17 pm



**Drivers:**

Exchange 24-  
Across from Orleans  
Police Department on  
left

Enter into google  
maps:  
90 Eldredge  
Parkway,  
Orleans, Ma.

Head out of parking to Crosby Ln

0.56 mi Turn left onto MA-6A E

2.42 mi At Lights Turn right onto Eldredge Park Way

3.11 mi Exchange 24 – On left across from Orleans Police Department - OPD

Ruck4HIT47

Distance: 2.96 mi

Elevation Gain: 93 ft

Elevation Max: 72 ft

Easy Run - "Nickerson St. Park"

Runner Leave St. Joan of Arc Church  
by 12:01 am



**DRIVERS:**

Exchange 47 –  
Nickerson St. Park

Enter into Google  
Maps:  
3448 Main St.,  
Rte 6A, Brewster, Ma.

Park on right –  
Rail Trail exits into  
parking lot  
**Look for sign:** Cape  
Cod Rail Trail All  
Points

Left on Cape Cod Rail Trail

0.46 mi Slight right to stay on Cape Cod Rail Trail

1.10 mi Right on West Rd toward Cape Cod Rail Trail

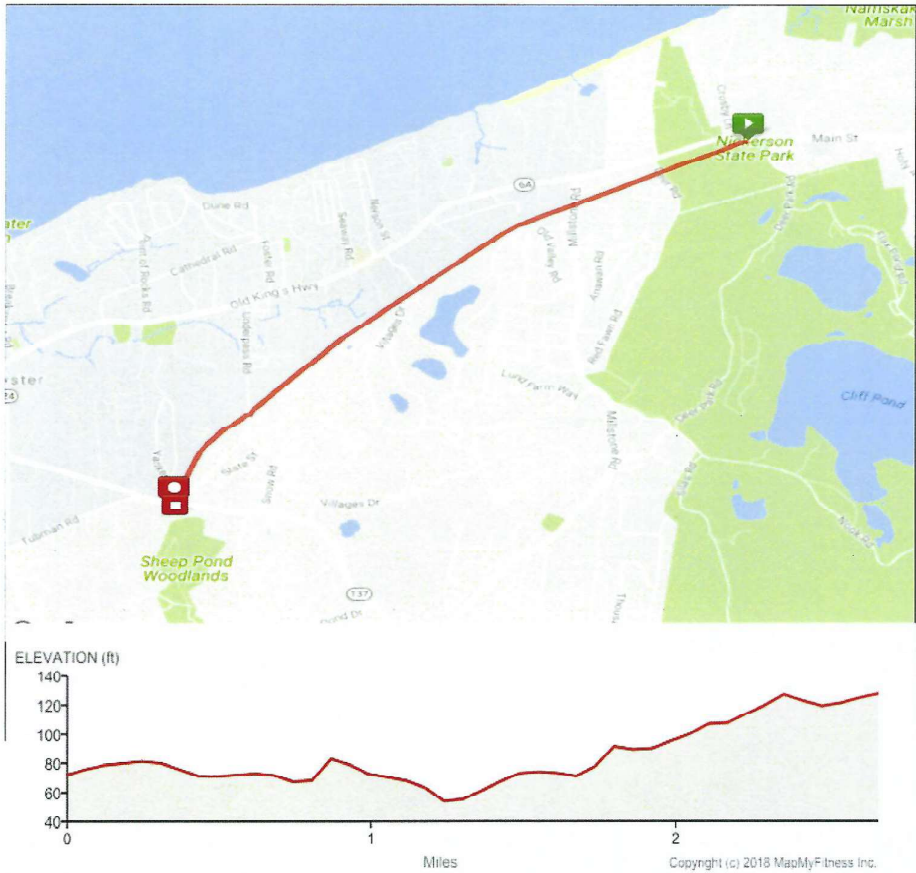
1.30 mi Left onto Salty Ridge Rd./Cape Cod Rail Trail

2.93 mi Turn left

2.96 mi Exchange 47 – Nickerson State Park, Brewster – Look for exchange sign

**Ruck4HIT48**  
**Distance: 2.65 mi**  
**Elevation Gain: 83 ft**  
**Elevation Max: 129 ft**  
**Easy Run - "Underpass"**

**Runner Leave Nickerson State Park  
by 12:31 am**



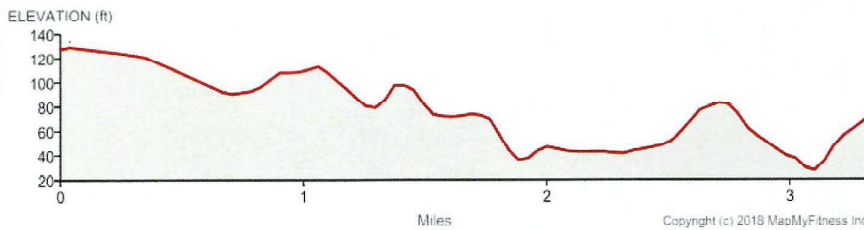
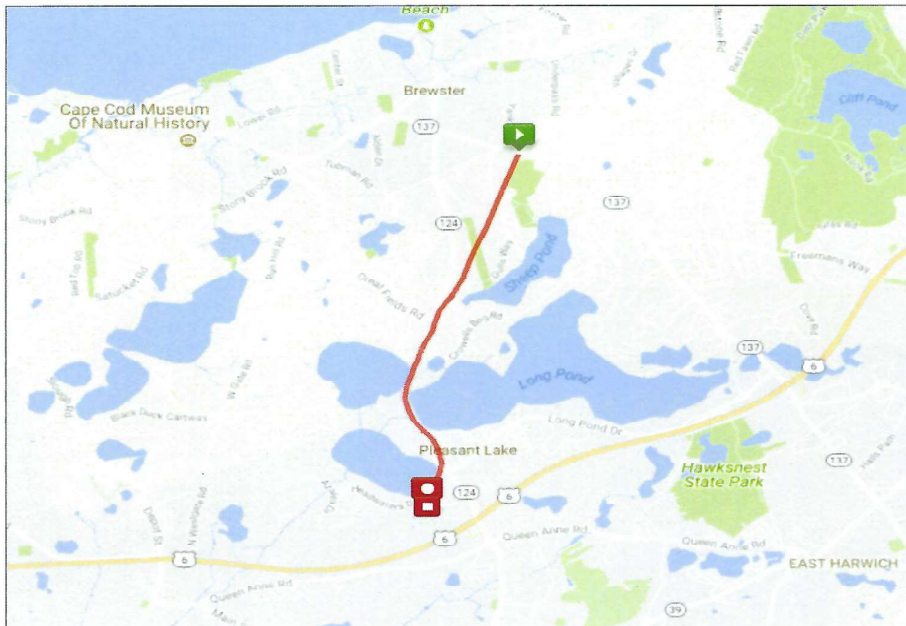
**Drivers:**  
Exchange 48 -  
Cape Cod Rail Trail  
Parking –  
  
Enter into Google  
maps:  
Underpass Rd. and  
Long Pond Rd.,  
Brewster, Ma.

**Head Left on Cape Cod Rail Trail**  
  
2.65 mi Exchange 48 – Intersection of Long Pond Rd and Underpass Rd @ Cape Cod rail Trail, Brewster, Ma.



**Ruck4HIT49**  
**Distance: 3.34 mi**  
**Elevation Gain: 86 ft**  
**Elevation Max: 129 ft**  
**Medium Run - "Harwich"**

**Runner Leave Intersection of Long Pond Rd and Underpass Rd @ Cape Cod Rail Trail by 12:59 am**



**Drivers:**  
Exchange 49 -  
Cape Cod Rail Trail  
Parking – Dirt parking  
area @ Headwaters  
Dr.

Enter into Google  
maps:  
Cape Cod Rail trail  
and  
Headwaters Dr.,  
Harwich, Ma.

Left onto Cape Cod Rail Trail  
Proceed with caution – multiple rd. crossings

3.34 mi Exchange 49 – Cape Cod Rail Trail Parking, Harwich @ Headwaters Dr.





1600 Utica Ave S  
St. Louis Park, MN 55416

Phone: (763) 852-0574  
Email:  
Richard.Wenta@crowncastle.com  
www.crowncastle.com

April 2, 2024

TOWN OF BREWSTER  
1657 Main Street  
Brewster, MA 02770

Re: BU 806690 / “CCD BREWSTER 959497” / 1657 MAIN STREET, BREWSTER, MA 02770 (“Site”)  
Consent for Tower Maintenance

Dear TOWN OF BREWSTER,

In order to better serve the public, Crown Castle intends to perform the following maintenance on the wireless communication facility:

TOWER MAINTENANCE SCHEDULE			
	ELEVATION (FT)	TOWER MAINTENANCE DESCRIPTION	REFERENCE SHEET
A	88.0 - 92.0	INSPECT TOWER LEGS NEAR MOUNT FOR CRACKING IN ADJACENT SR TRUSS LEG BRACING WELDS	S-4
B	88.0 - 92.0	RELOCATE EXISTING MOUNT CONNECTIONS UP TO INSTALL NEW HALF PIPE SHEAR STOPS (SEE NOTES 1 & 2)	S-5 & S-6
C	88.0 - 92.0	GRIND OFF / REMOVE ALL BROKEN OR CRACKED SR TRUSS LEG BRACING WELDS	S-5 & S-6
D	88.0 - 92.0	RE-WELD SR TRUSS LEG BRACINGS TO ORIGINAL POSITIONS ON SR TRUSS LEGS	S-5 & S-6
E	88.0 - 89.0	ADD NEW CLAMPED ON SOLID ROD TO SR TRUSS LEG DIAGONAL	S-7

Please provide your consent **on or before April 30, 2024** by signing below and returning to Richard.Wenta@crowncastle.com so that we may perform the tower maintenance as described above.

Please see the enclosed supplemental materials to aid in your review. If you have any questions concerning this request, please contact Richard Wenta at (763) 852-0574 or [Richard.Wenta@crowncastle.com](mailto:Richard.Wenta@crowncastle.com)

The Foundation for a Wireless World.

CrownCastle.com

Sincerely,

Agreed and accepted \_\_\_\_\_

(Date)

*Richard Wenta*  
\_\_\_\_\_

Richard Wenta  
Real Estate Specialist

\_\_\_\_\_  
(Lessor's signature)

\_\_\_\_\_  
(Lessor's name and title)

[Enclosures]

*P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.*

(check here) Yes, I'm interested in learning more.



# TOWER MAINTENANCE DRAWINGS

TOWER INFORMATION	
TOWER MANUFACTURER / DWG #: PIROD / DWG # 201841-B	
TOWER HEIGHT / TYPE:	135 FT SELF SUPPORT TOWER
TOWER LOCATION:	LAT 41° 45' 24.63"
DATUM: (NAD 1983)	LONG -70° 05' 28.41"
	ELEV 37 FT AMSL
STRUCTURAL DESIGN DRAWING: CCI / WO # 2247129	

CODE COMPLIANCE
TOWER MAINTENANCE

SITE NAME: CCD BREWSTER 959497  
BU NUMBER: 806690

SITE ADDRESS:  
 1657 MAIN STREET  
 BREWSTER, MA 02770  
 BARNSTABLE COUNTY, USA

PROJECT CONTACTS:

1. CROWN TOWER STRUCTURAL ANALYST  
 ANDREW BAZINET  
 (585) 899-3442  
 ANDREW.BAZINET@CROWNCastle.COM  
 3 CORPORATE PARK DRIVE, SUITE 101  
 CLIFTON PARK, NY 12065
2. CROWN MAINTENANCE PROCESS LEAD  
 BILL WOLFF  
 (603) 394-5019  
 BILL.WOLFF@CROWNCastle.COM  
 150 DOW STREET, 5TH FLOOR  
 MANCHESTER, NH 03101
3. CROWN DESIGN ENGINEER (EOR)  
 TRUC LAC, P.E., S.E.  
 (724) 416-2000  
 EOR.APPROVAL@CROWNCastle.COM  
 2000 CORPORATE DRIVE  
 CANONSBURG, PA 15317

HOT WORK INCLUDED	
NA	BASE GRINDING ONLY
NA	BASE WELDING (AND GRINDING)
NA	AERIAL GRINDING ONLY
X	AERIAL WELDING (AND GRINDING)

ATTENTION ALL CONTRACTORS, ANYTIME YOU ACCESS A CROWN SITE FOR ANY REASON YOU ARE TO CALL THE CROWN NOC UPON ARRIVAL AND DEPARTURE, DAILY AT 800-788-7011

**SAFETY CLIMB: 'LOOK UP'**  
 THE INTEGRITY OF THE WIRE ROPE SAFETY CLIMB SYSTEM SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER REINFORCEMENTS AND EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF ANY WIRE ROPE SAFETY CLIMB ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, OR IMPACT TO THE ANCHORAGE POINTS IN ANY WAY. ANY COMPROMISED SAFETY CLIMB MUST BE REPORTED TO YOUR CROWN POC FOR RESOLUTION, INCLUDING EXISTING CONDITIONS.

DRAWINGS INCLUDED	
SHEET NUMBER	DESCRIPTION
S-1	TITLE PAGE
S-2	MODIFICATION INSPECTION CHECKLIST
S-3	NOTES
S-4	TOWER MAINTENANCE SCHEDULE
S-5 - S-7	DETAILS

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CROWN CASTLE. IT IS PRODUCED SOLELY FOR USE BY CROWN CASTLE AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF CROWN CASTLE.													
<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">REVISIONS</td> </tr> <tr> <td></td> <td style="text-align: center;">08/21/23</td> <td></td> <td></td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY	REVISIONS					08/21/23			<p><b>SITE NAME:</b> CCD BREWSTER 959497  <b>BU NUMBER:</b> 806690  <b>WO NUMBER:</b> 2247129  <b>SITE ADDRESS:</b>          1657 MAIN STREET          BREWSTER, MA 02770          BARNSTABLE COUNTY, USA</p> <p>ENG/QA BY: DS    DATE: 08/14/23          DFT BY: SL    DATE: 08/15/23          DFT/QA BY: TPS    DATE: 08/16/23          APRVD BY: HL    DATE: 08/18/23</p> <p>SCALE: N.T.S.</p>
NO.	DATE	DESCRIPTION	BY										
REVISIONS													
	08/21/23												
<p><b>TITLE PAGE</b></p> <table border="1" style="margin: auto;"> <tr> <td style="font-size: 24px; font-weight: bold;">S-1</td> <td style="font-size: 10px; text-align: center;">REV</td> </tr> <tr> <td></td> <td style="text-align: center;">0</td> </tr> </table>		S-1	REV		0								
S-1	REV												
	0												

## MODIFICATION INSPECTION NOTES

### GENERAL

THE MI IS AN ON-SITE VISUAL AND HANDS-ON INSPECTION OF TOWER MODIFICATIONS INCLUDING A REVIEW OF CONSTRUCTION REPORTS AND ADDITIONAL PERTINENT DOCUMENTATION PROVIDED BY THE GENERAL CONTRACTOR (GC), AS WELL AS ANY INSPECTION DOCUMENTS PROVIDED BY 3RD PARTY INSPECTORS. THE MI IS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY THE MODIFICATION DRAWINGS; IN ACCORDANCE WITH APPLICABLE CROWN STANDARDS; AND AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

NO DOCUMENT, CODE OR POLICY CAN ANTICIPATE EVERY SITUATION THAT MAY ARISE. ACCORDINGLY, THIS CHECKLIST IS INTENDED TO SERVE AS A SOURCE OF GUIDING PRINCIPLES IN ESTABLISHING GUIDELINES FOR MODIFICATION INSPECTION.

THE MI IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF, AND THE MI INSPECTOR DOES NOT TAKE OWNERSHIP OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN EFFECTIVENESS AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES. THE MI INSPECTOR SHALL INSPECT AND NOTE CONFORMANCE/NONCONFORMANCE AND PROVIDE TO THE CROWN POINT OF CONTACT (CROWN POC) FOR EVALUATION.

ALL MIs SHALL BE CONDUCTED BY A CROWN APPROVED MI INSPECTOR, WORKING FOR A CROWN APPROVED MI VENDOR. SEE CROWN CED-LST-10173, "APPROVED MI VENDORS".

TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PURCHASE ORDER (PO) IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN THE GC AND/OR INSPECTOR SHALL CONTACT THE CROWN POINT OF CONTACT (POC).

REFER TO CROWN CED-SOW-10007, "MODIFICATION INSPECTION SOW", FOR FURTHER DETAILS AND REQUIREMENTS.

### SERVICE LEVEL COMMITMENT

THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING AN MI REPORT:

- THE GC SHALL PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLY 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE SIMULTANEOUSLY FOR ANY GUY WIRE TENSIONING OR RE-TENSIONING OPERATIONS.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY MINOR DEFICIENCIES CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL CONSTRUCTION FACILITIES ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON SITE.


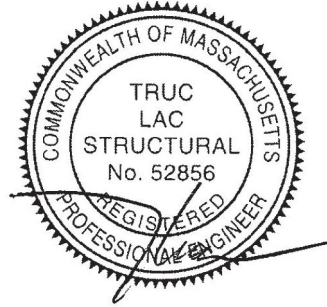
### REQUIRED PHOTOS

BETWEEN THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/ERECTION AND INSPECTION
  - RAW MATERIALS
  - PHOTOS OF ALL CRITICAL DETAILS
  - FOUNDATION MODIFICATIONS
  - WELD PREPARATION
  - BOLT INSTALLATION
  - FINAL INSTALLED CONDITION
  - SURFACE COATING REPAIR
- POST CONSTRUCTION PHOTOGRAPHS
  - FINAL INFIELD CONDITION

PHOTOS OF ELEVATED MODIFICATIONS TAKEN ONLY FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

THIS IS NOT A COMPLETE LIST OF REQUIRED PHOTOS, FOR A COMPLETE LIST OF PHOTOS SEE CED-SOW-10007.

					
THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CROWN CASTLE. IT IS PRODUCED SOLELY FOR USE BY CROWN CASTLE AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF CROWN CASTLE.					
<b>NO.</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>BY</b>		
<b>REVISIONS</b>					
	08/21/23				
					
<b>SITE NAME: CCD BREWSTER 959497</b> <b>BU NUMBER: 806690</b> <b>WO NUMBER: 2247129</b> <b>SITE ADDRESS:</b> <b>1657 MAIN STREET</b> <b>BREWSTER, MA 02770</b> <b>BARNSTABLE COUNTY, USA</b>					
ENG/QA BY: DS		DATE: 08/14/23			
DFT BY: SL		DATE: 08/15/23			
DFT/QA BY: TPS		DATE: 08/16/23			
APRVD BY: HL		DATE: 08/18/23			
SCALE: N.T.S.					
<b>MODIFICATION INSPECTION CHECKLIST</b>					
<b>S-2</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10px; text-align: center;">REV</td> <td style="width: 10px; text-align: center;">0</td> </tr> </table>	REV	0
REV	0				

MI CHECKLIST			
REQUIRED	REPORT ITEM	APPLICABLE CROWN DOC #	BRIEF DESCRIPTION
<b>PRE-CONSTRUCTION</b>			
X	MI CHECKLIST DRAWING	CED-SOW-10007	THIS CHECKLIST SERVES AS A GUIDELINE FOR THE REQUIRED CONSTRUCTION DOCUMENTS AND INSPECTIONS FOR THIS MODIFICATION.
NA	EOR APPROVED SHOP DRAWINGS	CED-SOW-10007	ONCE THE PRE-MODIFICATION MAPPING IS COMPLETE AND PRIOR TO FABRICATION, THE CONTRACTOR SHALL PROVIDE DETAILED ASSEMBLY DRAWINGS AND/OR SHOP DRAWINGS. THESE ARE TO INCLUDE, BUT ARE NOT LIMITED TO, A VISUAL LAYOUT OF NEW REINFORCEMENT, EXISTING REINFORCEMENT CONFIGURATION, PORTHOLES, MOUNTS, STEP PEGS, SAFETY CLIMBS AND ANY OTHER MISCELLANEOUS ITEMS WHICH MAY AFFECT SUCCESSFUL INSTALLATION OF MODIFICATIONS ON THE TOWER. THESE DRAWINGS SHALL BE SUBMITTED TO THE EOR FOR APPROVAL. SHOP DRAWINGS SUBMISSION SHALL INCLUDE THE EOR RFI FORM DETAILING ANY CHANGES FROM THE ORIGINAL DESIGN.
X	FABRICATION INSPECTION	CED-SOW-10007	A LETTER FROM THE FABRICATOR, STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THE CONTRACT DOCUMENTS, SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	FABRICATOR CERTIFIED WELD INSPECTION	CED-SOW-10007 CED-STD-10069	A CWI SHALL INSPECT ALL WELDING PERFORMED ON STRUCTURAL MEMBERS DURING FABRICATION. A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	MATERIAL TEST REPORTS (MTR)	CED-SOW-10007	MATERIAL TEST REPORTS SHALL BE PROVIDED FOR MATERIAL USED AS REQUIRED PER SECTION 9.2.5 OF CED-SOW-10007. MTRS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	FABRICATOR NDE INSPECTION REPORT	CED-SOW-10066 CED-STD-10069	CRITICAL SHOP WELDS THAT REQUIRE TESTING ARE NOTED ON THESE CONTRACT DRAWINGS. A CERTIFIED NDT INSPECTOR SHALL PERFORM NON-DESTRUCTIVE EXAMINATION AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	NDE OF MONOPOLE BASE PLATE	ENG-SOW-10033	A NDE OF THE POLE TO BASE PLATE CONNECTION IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	PACKING SLIPS	CED-SOW-10007	PACKING/SHIPPING LIST FOR ALL MATERIAL THAT WAS USED DURING CONSTRUCTION OF THE MODIFICATION.
ADDITIONAL TESTING AND INSPECTIONS:			
NA			
<b>CONSTRUCTION</b>			
NA	FOUNDATION INSPECTIONS	CED-SOW-10144	A VISUAL OBSERVATION OF THE EXCAVATION AND REBAR SHALL BE PERFORMED BEFORE PLACING THE CONCRETE. A VISUAL OBSERVATION OF THE REBAR SHALL BE PERFORMED BEFORE PLACING THE EPOXY. A SEALED WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	CONCRETE COMP. STRENGTH AND SLUMP TEST	CED-SOW-10144	THE CONCRETE MIX DESIGN, SLUMP TEST, AND COMPRESSIVE STRENGTH TESTS SHALL BE PROVIDED AS PART OF THE FOUNDATION REPORT.
NA	EARTHWORK	CED-SOW-10144	FOUNDATION SUB-GRADES SHALL BE INSPECTED AND APPROVED BY AN APPROVED FOUNDATION INSPECTOR AND RESULTS INCLUDED AS PART OF THE FOUNDATION REPORT.
NA	MICROPILE/ROCK ANCHOR	CED-SOW-10144	MICROPILES/ROCK ANCHORS SHALL BE INSPECTED BY THE FOUNDATION INSPECTION VENDOR AND SHALL BE INCLUDED AS PART OF THE FOUNDATION INSPECTION REPORT, ADDITIONAL TESTING AND/OR INSPECTION REQUIREMENTS ARE NOTED IN THESE CONTRACT DOCUMENTS.
NA	POST-INSTALLED ANCHOR ROD VERIFICATION	CED-SOW-10007	POST INSTALLED ANCHOR ROD VERIFICATION SHALL BE PERFORMED IN ACCORDANCE WITH CROWN REQUIREMENTS AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	BASE PLATE GROUT VERIFICATION	ENG-STD-10323	THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE MI INSPECTOR THAT CERTIFIES THAT THE GROUT WAS REMOVED AND/OR INSTALLED IN ACCORDANCE WITH CROWN REQUIREMENTS FOR INCLUSION IN THE MI REPORT.
X	FIELD CERTIFIED WELD INSPECTION	CED-SOW-10066 CED-STD-10069	A CROWN APPROVED CERTIFIED WELD INSPECTOR SHALL INSPECT AND TEST FIELD WELDS, FOLLOWING ALL PROCEDURES SPECIFIED IN CROWN STANDARD DOCUMENTS APPLICABLE TO WELD INSPECTIONS. A REPORT SHALL BE PROVIDED. NDE OF FIELD WELDS SHALL BE PERFORMED AS REQUIRED BY CROWN STANDARDS AND CONTRACT DOCUMENTS. THE NDE REPORT SHALL BE INCLUDED IN THE CWI REPORT.
X	ON-SITE COLD GALVANIZING VERIFICATION	CON-STD-10149 CED-FRM-10358	THE GENERAL CONTRACTOR SHALL PROVIDE WRITTEN AND PHOTOGRAPHIC DOCUMENTATION TO THE MI INSPECTOR VERIFYING THAT ANY ON-SITE COLD GALVANIZING WAS APPLIED PER MANUFACTURER SPECIFICATIONS AND APPLICABLE STANDARDS.
NA	TENSION TWIST AND PLUMB	CED-PRC-10182 CED-STD-10261	THE GENERAL CONTRACTOR SHALL PROVIDE A REPORT IN ACCORDANCE WITH APPLICABLE STANDARDS DOCUMENTING TENSION TWIST AND PLUMB.
X	GC AS-BUILT DRAWINGS	CED-SOW-10007	THE GENERAL CONTRACTOR SHALL SUBMIT A LEGIBLE COPY OF THE ORIGINAL DESIGN DRAWINGS EITHER STATING "INSTALLED AS DESIGNED" OR NOTING ANY CHANGES THAT WERE REQUIRED AND APPROVED BY THE ENGINEER OF RECORD. EOR/RFI FORMS APPROVING ALL CHANGES SHALL BE SUBMITTED.
ADDITIONAL TESTING AND INSPECTIONS:			
NA			
<b>POST-CONSTRUCTION</b>			
X	CONSTRUCTION COMPLIANCE LETTER	CED-SOW-10007 CED-FRM-10358	A LETTER FROM THE GENERAL CONTRACTOR STATING THAT THE WORKMANSHIP WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THESE CONTRACT DRAWINGS, INCLUDING LISTING ADDITIONAL PARTIES TO THE MODIFICATION PROCESS.
NA	POST-INSTALLED ANCHOR ROD PULL TESTS	CED-PRC-10119	POST-INSTALLED ANCHOR RODS SHALL BE TESTED BY A CROWN APPROVED PULL TEST INSPECTOR AND A REPORT SHALL BE PROVIDED INDICATING TESTING RESULTS.
X	PHOTOGRAPHS	CED-SOW-10007	PHOTOGRAPHS SHALL BE SUBMITTED TO THE MI. PHOTOS SHALL DOCUMENT ALL PHASES OF THE CONSTRUCTION. THE PHOTOS SHALL BE ORGANIZED IN A MANNER THAT EASILY IDENTIFIES THE EXACT LOCATION OF THE PHOTO.
NA	BOLT HOLE INSTALLATION VERIFICATION REPORT	CED-SOW-10007	THE MI INSPECTOR SHALL VERIFY THE INSTALLATION AND TIGHTNESS 10% OF ALL NON PRE-TENSIONED BOLTS INSTALLED AS PART OF THE MODIFICATION. THE MI INSPECTOR SHALL LOOSEN THE NUT AND VERIFY THE BOLT HOLE SIZE AND CONDITION. THE MI REPORT SHALL CONTAIN THE COMPLETED BOLT INSTALLATION VERIFICATION REPORT, INCLUDING THE SUPPORTING PHOTOGRAPHS.
X	PUNCHLIST DEVELOPMENT AND CORRECTION DOCUMENTATION	CED-PRC-10283 CED-FRM-10285	FINAL PUNCHLIST INDICATING ALL NONCONFORMANCE(S) IDENTIFIED AND THE FINAL RESOLUTION/APPROVAL.
X	MI INSPECTOR REDLINE OR RECORD DRAWING(S)	CED-SOW-10007	THE MI INSPECTOR SHALL OBSERVE AND REPORT ANY DISCREPANCIES BETWEEN THE CONTRACTOR'S REDLINE DRAWING AND THE ACTUAL COMPLETED INSTALLATION.
ADDITIONAL TESTING AND INSPECTIONS:			
NA			

THE MI CHECKLIST SHALL BE REVIEWED PRIOR TO THE START OF CONSTRUCTION. ALL PARTIES TO THE MODIFICATION SHALL UNDERSTAND CROWN REQUIREMENTS AND INSPECTION/DOCUMENTATION THAT IS APPLICABLE TO THE SCOPE OF WORK THEY ARE PERFORMING. ERRORS ON THE MI CHECKLIST SHALL BE BROUGHT TO THE ATTENTION OF THE CROWN POC AND EOR AS SOON AS POSSIBLE.



**GENERAL NOTES**

- The General Contractor (GC) shall reference CON-STD-10159, "Tower Modification Construction Specifications", as a continuation of the following General Notes. The GC shall keep a printed or electronic copy of this document with the Structural Design Drawings (SDD) at all times, in a location accessible to all Contractor Personnel, and shall ensure that all Contractor Personnel are aware of the information enclosed within the General Notes and CON-STD-10159.
- The Contract Documents are the property of Crown Castle (Crown). They are provided to the GC and its Lower Tier Contractors and material suppliers for the limited purpose of use in completing the Work for this Site, and shall be kept in strict confidence and not disclosed to any third parties. The Contract Documents shall not be used for any other purpose whatsoever without the prior written consent of Crown.
- Detail drawings, including notes and tables, shall govern over general notes and typical details. Contact the Crown Point of Contact (POC) and Engineer of Record (EOR) for clarification as needed.
- Do not scale drawings.
- Any Work performed without a prefabrication mapping is done at the risk of the GC and/or fabricator. All dimensions of existing structural elements are assumed based on the available documentation and are preliminary until field-verified by the GC, unless noted otherwise (UNO). Where discrepancies are found, GC shall contact the Crown POC and EOR through RFI.
- For this analysis and modification, the tower has been assumed to be in good condition without any structural defects, UNO. If the GC discovers any indication of an existing structural defect, contact the Crown POC and EOR immediately.
- All construction means and methods, including but not limited to erection plans, rigging plans, climbing plans, and rescue plans, shall be the responsibility of the GC responsible for the execution of the Work contained herein, and shall meet ANSI/ASSE A10.48 (latest edition); federal, state, and local regulations; and any applicable industry consensus standards related to the construction activities being performed. All rigging plans shall adhere to ANSI/ASSE A10.48 (latest edition) and Crown standard CED-STD-10253, "Rigging Program", including the required involvement of a qualified engineer for class IV construction to certify the supporting structure(s) in accordance with the ANSI/TIA-322 (latest edition).
- The structural integrity of the modification design extends to the complete condition only. The GC must be cognizant that the removal of any structural component of an existing tower has the potential to cause the partial or complete collapse of the structure. All necessary precautions must be taken to ensure structural integrity, including, but not limited to, engineering assessment of construction stresses with installation maximum wind speed and/or temporary bracing and shoring.
- Aerial and underground utilities and facilities may or may not be shown on the drawings. The GC shall take every precaution to preserve and protect these items, which may include aerial or underground power lines, telephone lines, water lines, sewer lines, cable television facilities, pipelines, structures and other public and private improvements within or adjacent to the Work area. The responsibility for determining the actual on-site location of these items shall rest exclusively with the GC.
- All manufacturer's hardware assembly instructions shall be followed, UNO. Conflicting notes shall be brought to the attention of the EOR and the Crown POC.

- The GC shall fabricate all required items per the materials specified below, UNO on the detail drawing sheets. If the GC finds for any component that the materials have not been clearly specified, the GC shall submit an RFI to the EOR to confirm the required material.

All structural elements shall be new and shall conform to the following requirements, UNO:

Monopoles:

- Structural shapes and plates: ASTM A572 Grade 65 (FY = 65 KSI)
- Welding electrodes, SMAW: E80XX
- Welding electrodes, FCAW: E8XT-XX
- Welding electrodes, GMAW: ER80S-X

Self-Support and Guyed Towers:



- Structural shapes and plates: ASTM A572 Grade 50 (FY = 50 KSI)
- Welding electrodes, SMAW: E70XX
- Welding electrodes, FCAW: E7XT-XX
- Welding electrodes, GMAW: ER70S-X

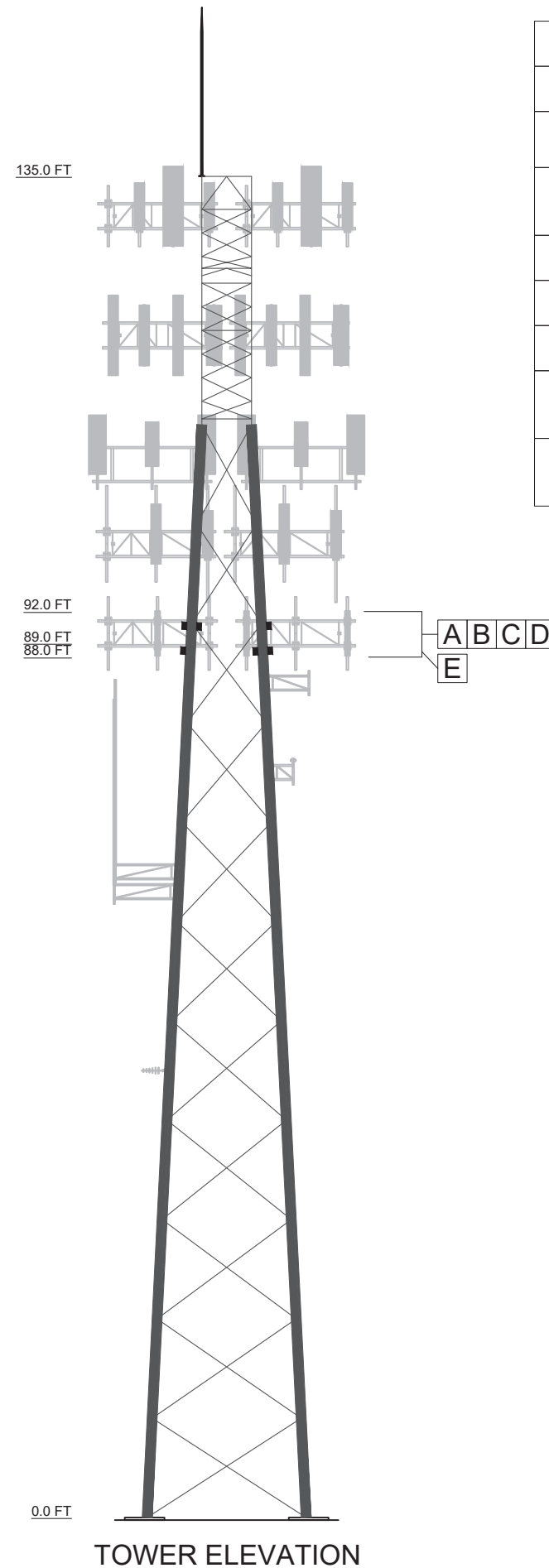
All tower types:

- Steel angle: ASTM A572 Grade 50 (FY = 50 KSI)
- Solid rod: ASTM A36 (FY = 36 KSI)
- Pipe/tube (round): ASTM A500 Grade C (FY = 50 KSI)
- Pipe/tube (square): ASTM A500 Grade C (FY = 50 KSI)
- Bolts: ASTM F3125 Grade A325 Type 1
- U-bolts: ASTM A307 Grade A, or SAE J429 Grade 2
- Nuts: ASTM A563 Grade DH
- Washers: ASTM F436 Type 1
- Guy Wires: ASTM A475 Grade EHS
- Bridge Strand: ASTM A586 Grade 1

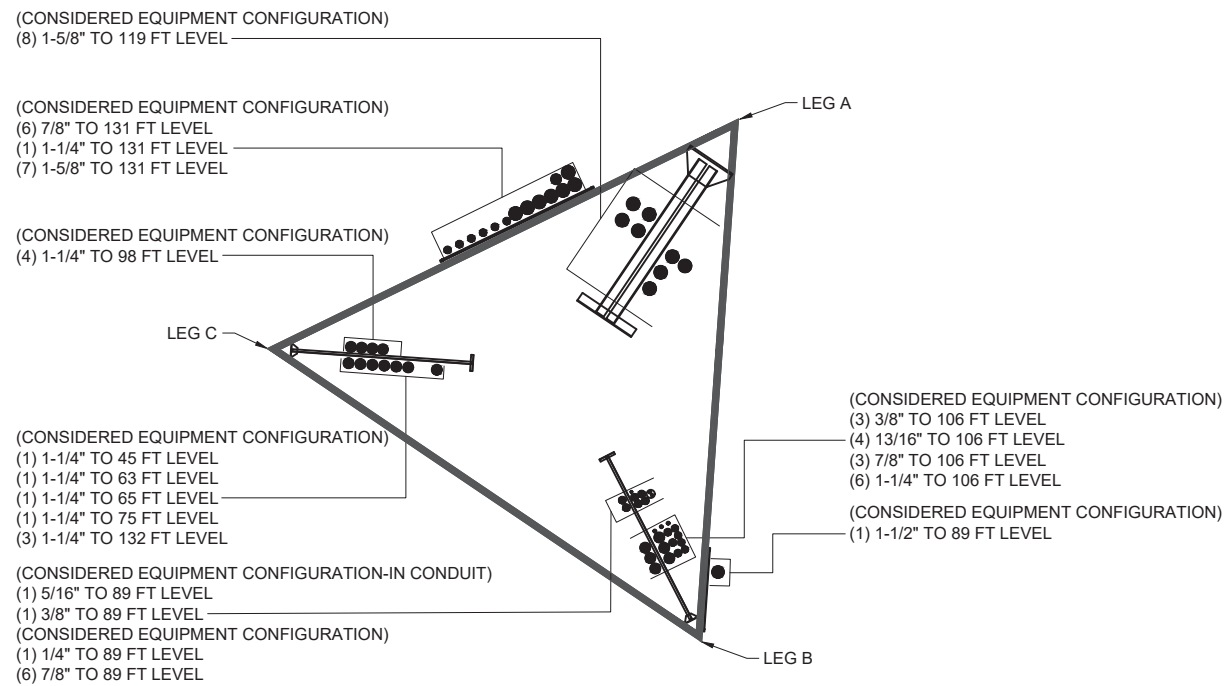
- After fabrication, hot-dip galvanize all steel items, UNO. Galvanize per ASTM A123, ASTM A153/A153M, or ASTM A653 G90, as applicable. ASTM A490 bolts shall not be hot-dip galvanized, but shall instead be coated with Magni 565 or EOR approved equivalent, per ASTM F2833.
- Contractor Personnel shall not drill holes in any new or existing structural members, other than those drilled holes shown on structural drawings, without the approval of the EOR.
- For a list of Crown-approved cold galvanizing compounds, refer to CON-STD-10149, "Tower Protective Coatings Guidelines".
- All exposed structural steel as the result of this scope of Work including welds (after final inspection of the weld by the CWI), field drilled holes, and shaft interiors (where accessible), shall be cleaned and two (2) coats cold galvanizing shall be applied by brush in accordance with CON-STD-10149, "Tower Protective Coatings Guidelines". Photo documentation is required to be submitted to the MI Inspector.
- If removal of existing modifications is required per the modification scope, the GC shall clean and cold galvanize any existing empty bolt holes, UNO. If additional unexpected, oversized, or slotted holes are found, the GC shall contact the EOR and Crown POC for guidance prior to proceeding with the modifications.
- All Work involving base plate grout scope items or resulting in disturbance of base plate grout shall reference ENG-STD-10323, "Base Plate Grout", and shall follow any Base Plate Grout Removal Notes contained herein.
- If scope of modification involves bark removal or installation, the GC shall reference CED-SOW-10265, "Tree Concealment for Monopoles", as well as CED-STD-10395, "Installation Guidelines for Bark Surfaces".

- If scope of modification involves concealment components including branching, the GC shall reference CED-CAT-10398 "Monopole Concealed Decorative Structures (CDS) Approved Components". All new branch installations require tethering.
- If scope of modification involves cathodic protection, the GC shall reference CED-SOW-10397, "Cathodic Protection Installation, Replacement, and Enhancement".
- All tower grounding affected by the Work shall be repaired or replaced in accordance with OPS-STD-10090, "Tower Grounding", and OPS-BUL-10133, "Grounding Repair Recommendation".
- If scope of modification requires removal or covering of tower ID tag, the tag must be replaced.
- Any hardware removed from the existing tower shall be replaced with new hardware of equal size and quality, UNO. No existing fasteners shall be reused.
- All joints using ASTM A325 or A490 bolts, U-bolts, V-bolts, and threaded rods shall be snug tightened, UNO.
- A nut locking device shall be installed on all proposed and/or replaced snug tightened ASTM A325 or A490 bolts, U-bolts, V-bolts, and threaded rods.
- All joints are bearing type connections UNO. If no bolt length is given in the Bill of Materials, the connection may include threads in the shear planes, and the GC is responsible for sizing the length of the bolt.
- Blind bolts shall be installed per the installation specifications on the corresponding Approved Fastener sheets contained in CON-CAT-10300, "Monopole Standard Drawings and Approved Reinforcement Components".
- If ASTM A325 or A490 bolts, and/or threaded rods are specified to be pre-tensioned, these shall be installed and tightened to the pretensioned condition according to the requirements of the RCSC Specification for Structural Joints Using ASTM High Strength Bolts.
- All proposed and/or replaced bolts shall be of sufficient length such that the end of the bolt be at least flush with the face of the nut. It is not permitted for the bolt end to be below the face of the nut after tightening is completed.

					
<small>THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CROWN CASTLE. IT IS PRODUCED SOLELY FOR USE BY CROWN CASTLE AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF CROWN CASTLE.</small>					
<b>NO.</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>BY</b>		
<b>REVISIONS</b>					
	08/21/23				
					
<b>SITE NAME: CCD BREWSTER 959497</b> <b>BU NUMBER: 806690</b> <b>WO NUMBER: 2247129</b> <b>SITE ADDRESS: 1657 MAIN STREET BREWSTER, MA 02770 BARNSTABLE COUNTY, USA</b>					
ENG/QA BY: DS		DATE: 08/14/23			
DFT BY: SL		DATE: 08/15/23			
DFT/QA BY: TPS		DATE: 08/16/23			
APRVD BY: HL		DATE: 08/18/23			
SCALE: N.T.S.					
<b>NOTES</b>					
<b>S-3</b>			<table border="1"> <tr> <td style="width: 50px;">REV</td> </tr> <tr> <td style="text-align: center;">0</td> </tr> </table>	REV	0
REV					
0					



TOWER MAINTENANCE SCHEDULE			
	ELEVATION (FT)	TOWER MAINTENANCE DESCRIPTION	REFERENCE SHEET
A	88.0 - 92.0	INSPECT TOWER LEGS NEAR MOUNT FOR CRACKING IN ADJACENT SR TRUSS LEG BRACING WELDS	S-4
B	88.0 - 92.0	RELOCATE EXISTING MOUNT CONNECTIONS UP TO INSTALL NEW HALF PIPE SHEAR STOPS (SEE NOTES 1 & 2)	S-5 & S-6
C	88.0 - 92.0	GRIND OFF / REMOVE ALL BROKEN OR CRACKED SR TRUSS LEG BRACING WELDS	S-5 & S-6
D	88.0 - 92.0	RE-WELD SR TRUSS LEG BRACINGS TO ORIGINAL POSITIONS ON SR TRUSS LEGS	S-5 & S-6
E	88.0 - 89.0	ADD NEW CLAMPED ON SOLID ROD TO SR TRUSS LEG DIAGONAL	S-7
PRIOR TO FABRICATION AND INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND QUANTITIES GIVEN. LENGTH AND QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY, AND SHALL NOT BE USED FOR FABRICATION.			
FOR PARTS NOT DETAILED WITHIN THE DRAWING AND STARTING WITH "CCI-", SEE THE FOLLOWING CATALOG FOR DETAILS: CON-CAT-10302, SELF SUPPORT TOWER STANDARD DRAWINGS AND APPROVED REINFORCEMENT COMPONENTS			



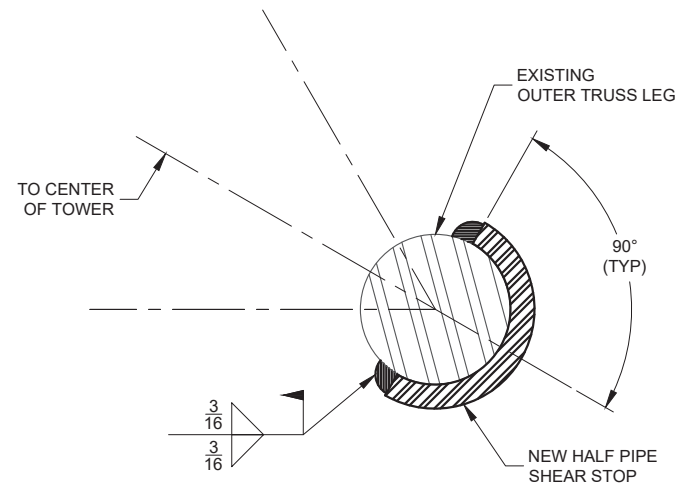
**BASE LEVEL DRAWING**

**NOTES:**

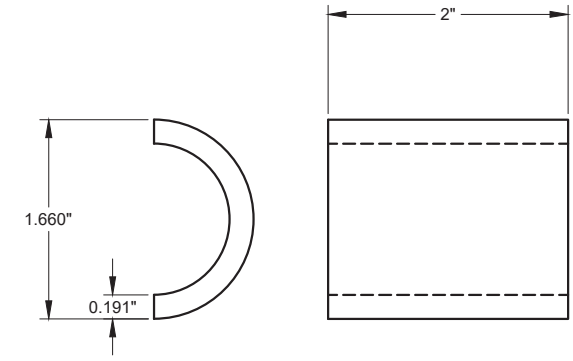
- MEASURE EXISTING MOUNT CENTERLINE & AZIMUTH, AND RETURN TO THIS CONDITION UPON COMPLETION OF MODIFICATION INSTALLATION.
- ALL WORK INVOLVING EXISTING CARRIER EQUIPMENT REQUIRES COORDINATION WITH CROWN CASTLE AND THE EQUIPMENT OWNER.

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CROWN CASTLE. IT IS PRODUCED SOLELY FOR USE BY CROWN CASTLE AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF CROWN CASTLE.			
NO.	DATE	DESCRIPTION	BY
REVISIONS			
	08/21/23		
SITE NAME: CCD BREWSTER 959497		ENG/QA BY: DS    DATE: 08/14/23	
BU NUMBER: 806690		DFT BY: SL    DATE: 08/15/23	
WO NUMBER: 2247129		DFT/QA BY: TPS    DATE: 08/16/23	
SITE ADDRESS: 1657 MAIN STREET BREWSTER, MA 02770 BARNSTABLE COUNTY, USA		APRVD BY: HL    DATE: 08/18/23	
SCALE: N.T.S.			
<b>TOWER MAINTENANCE SCHEDULE</b>			
<b>S-4</b>			REV <b>0</b>





A-A  
S-5  
**SHEAR STOP INSTALLATION**

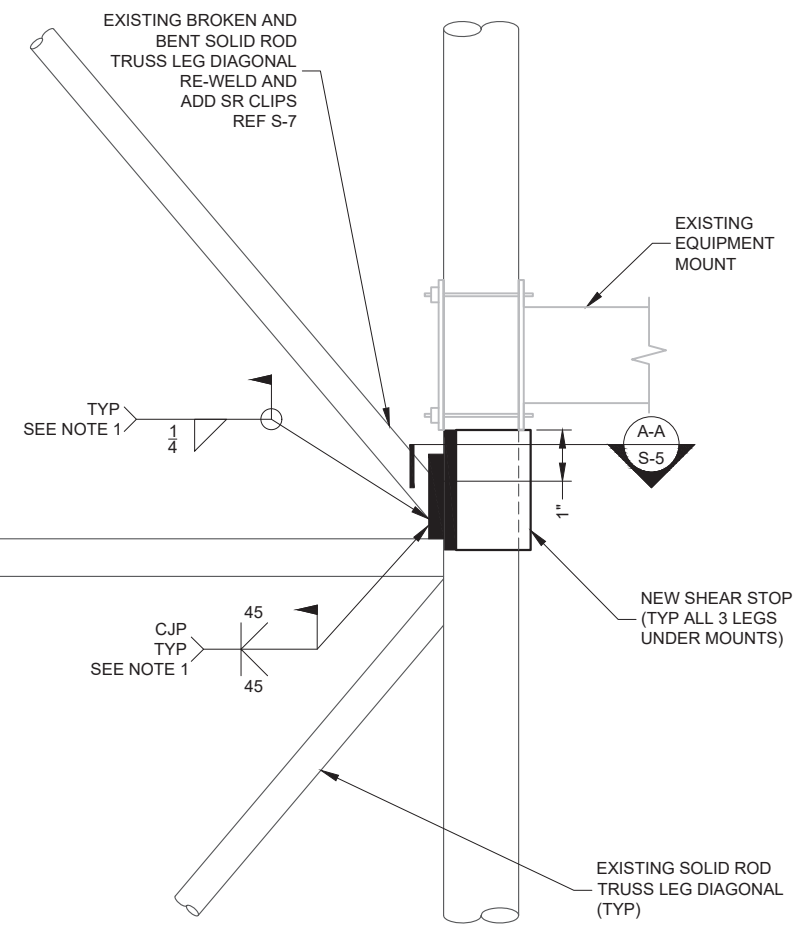


**(3) 1/2 P 1 1/4 x 0.191 x 0'-2" LONG (A53-B-35)**  
SHEAR STOP

**NOTES:**

1. REMOVE ANY EXISTING FAILED SR TRUSS LEG WELD BETWEEN 88.0 FT AND 92.0 FT AND APPLY NEW CJP WELD TO REPAIR EXISTING SR TRUSS LEG CONNECTION.
2. FIELD VERIFY WELD FEASIBILITY PRIOR TO MAINTENANCE WORK.

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CROWN CASTLE. IT IS PRODUCED SOLELY FOR USE BY CROWN CASTLE AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF CROWN CASTLE.			
NO.	DATE	DESCRIPTION	BY
<b>REVISIONS</b>			
	08/21/23		
SITE NAME: CCD BREWSTER 959497		BU NUMBER: 806690	
WO NUMBER: 2247129		SITE ADDRESS: 1657 MAIN STREET BREWSTER, MA 02770 BARNSTABLE COUNTY, USA	
ENG/QA BY: DS		DATE: 08/14/23	
DFT BY: SL		DATE: 08/15/23	
DFT/QA BY: TPS		DATE: 08/16/23	
APRVD BY: HL		DATE: 08/18/23	
SCALE: N.T.S.			
<b>DETAILS</b>			
<b>S-5</b>			REV <b>0</b>



**ELEVATION VIEW**  
88.0 FT

EXISTING SOLID ROD TRUSS LEG HORIZONTAL (TYP)

EXISTING SOLID ROD TRUSS LEG (TYP)

TYP SEE NOTE 1 1/4

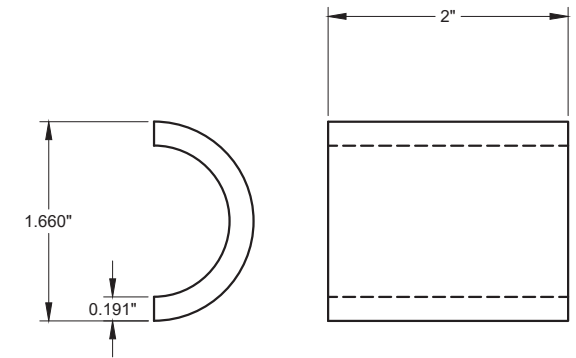
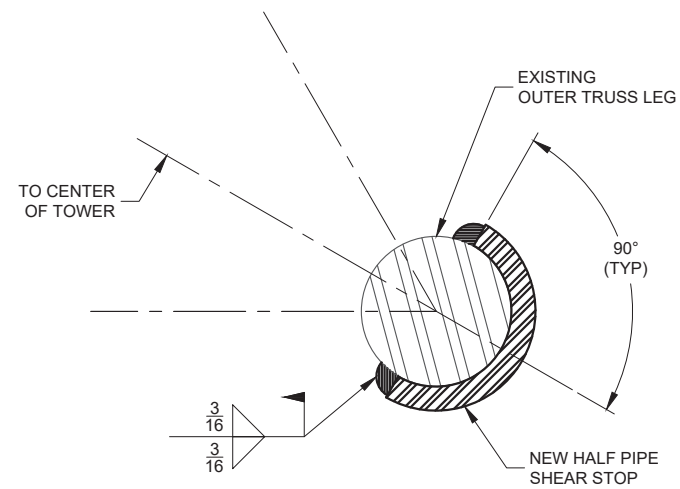
CJP TYP SEE NOTE 1 45 45

EXISTING SOLID ROD TRUSS LEG DIAGONAL (TYP)

EXISTING EQUIPMENT MOUNT

NEW SHEAR STOP (TYP ALL 3 LEGS UNDER MOUNTS)

EXISTING BROKEN AND BENT SOLID ROD TRUSS LEG DIAGONAL RE-WELD AND ADD SR CLIPS REF S-7



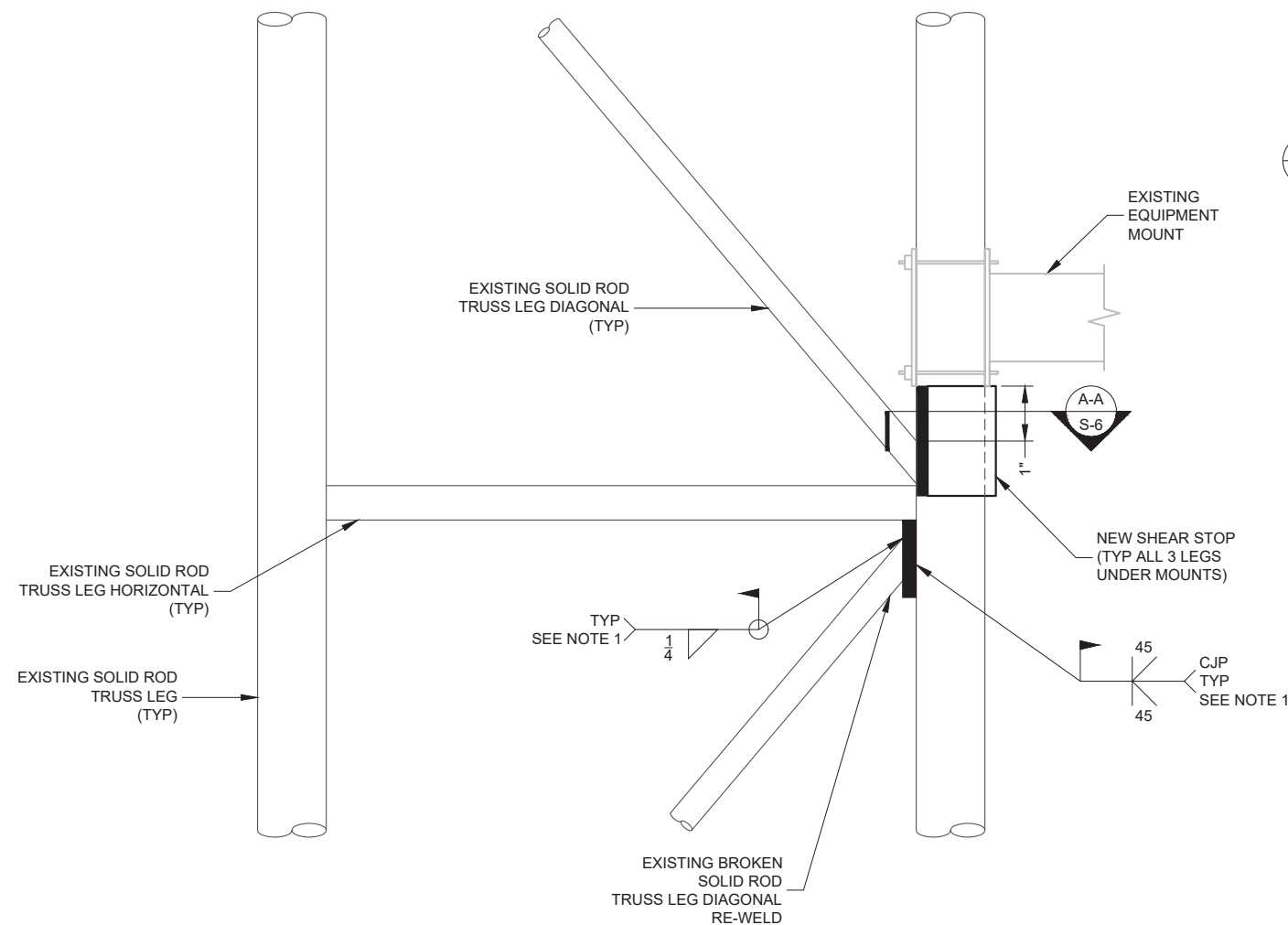
(3) 1/2 P 1 1/4 x 0.191 x 0'-2" LONG (A53-B-35)  
SHEAR STOP

A-A  
S-6  
**SHEAR STOP INSTALLATION**

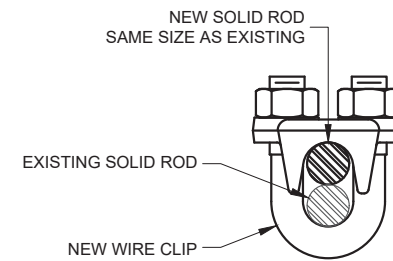
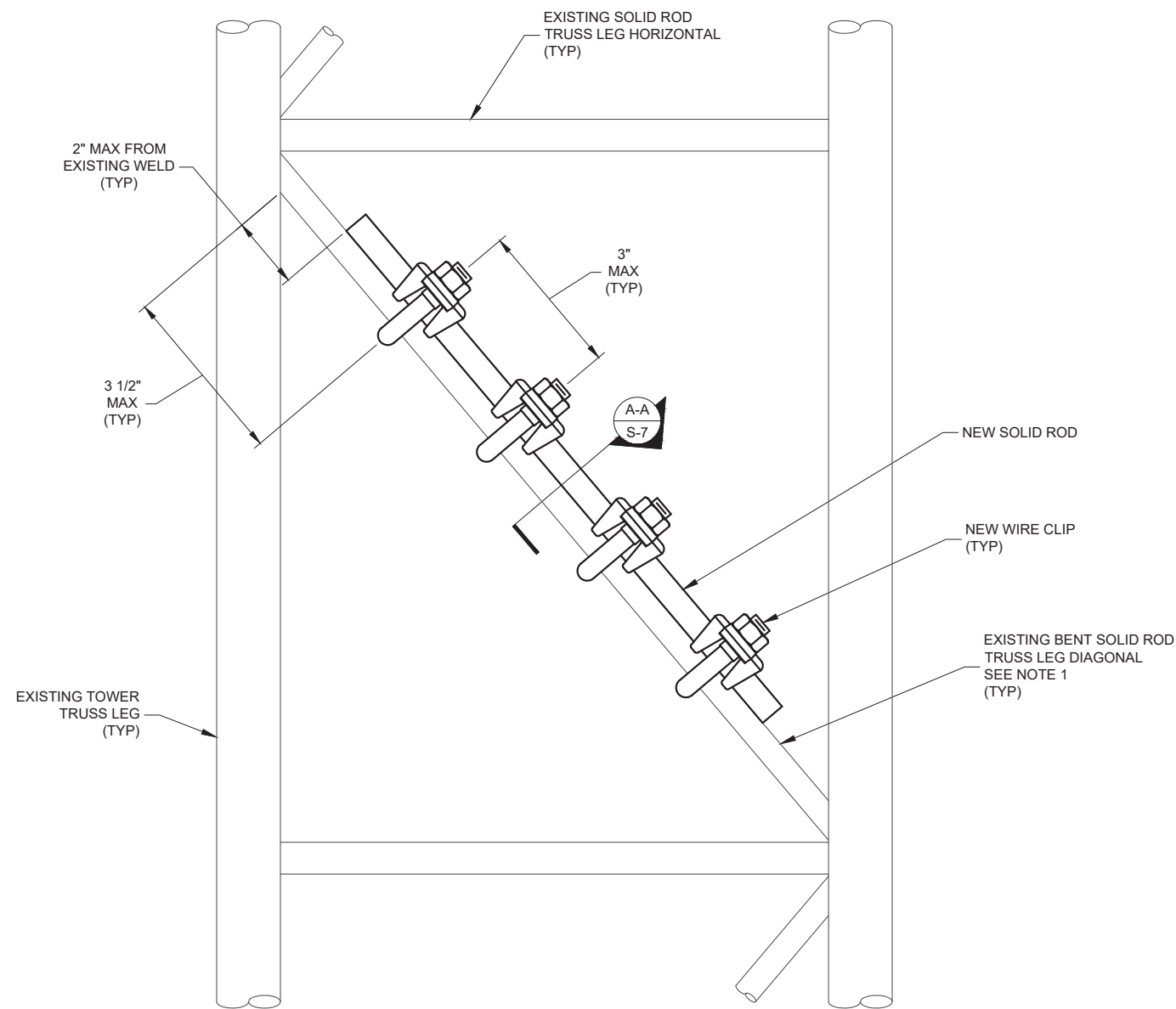
NOTES:

1. REMOVE ANY EXISTING FAILED SR TRUSS LEG WELD BETWEEN 88.0 FT AND 92.0 FT AND APPLY NEW CJP WELD TO REPAIR EXISTING SR TRUSS LEG CONNECTION.
2. FIELD VERIFY WELD FEASIBILITY PRIOR TO MAINTENANCE WORK.

NO.	DATE	DESCRIPTION	BY
REVISIONS			
	08/21/23		
SITE NAME: CCD BREWSTER 959497		BU NUMBER: 806690	
WO NUMBER: 2247129		SITE ADDRESS: 1657 MAIN STREET BREWSTER, MA 02770 BARNSTABLE COUNTY, USA	
ENG/QA BY: DS		DATE: 08/14/23	
DFT BY: SL		DATE: 08/15/23	
DFT/QA BY: TPS		DATE: 08/16/23	
APRVD BY: HL		DATE: 08/18/23	
SCALE: N.T.S.			
DETAILS			
S-6			REV 0



**ELEVATION VIEW**  
92.0 FT



**SOLID ROD CONNECTION**  
A-A  
S-7  
OPTION 1

**NOTES:**

- IF EXISTING SOLID ROD MEMBERS ARE BENT, THEY WILL NEED STRAIGHTENING PRIOR TO ATTACHMENT OF NEW MEMBERS. USE PROPER TOOLS & AVOID STRESSING OTHER TOWER MEMBERS & WELDS OF BENT MEMBERS. REFERENCE CROWN ENG-STD-10022: REINFORCING BENT BRACING MEMBERS.
- NEW SOLID ROD SHALL BE INSTALLED PARALLEL & STRAIGHT AGAINST EXISTING SOLID ROD MEMBER.
- THE WIRE CLIP SIZE SHALL MATCH THE ROD SIZE, UNLESS NOTED OTHERWISE.
- THE WIRE CLIPS MUST BE SNUG TIGHT & ARE NOT REQUIRED TO BE DOMESTICALLY MANUFACTURED.
- NEW SOLID ROD MUST BE ASTM A36 OR GREATER.

**SOLID ROD INSTALLATION**

BILL OF MATERIALS			
ELEVATION (FT)	ROD QUANTITY	ROD DIAMETER	ROD LENGTH
88.0 - 89.0	1	1/2	1'-3"

<small>THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CROWN CASTLE. IT IS PRODUCED SOLELY FOR USE BY CROWN CASTLE AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF CROWN CASTLE.</small>					
NO.	DATE	DESCRIPTION	BY		
REVISIONS					
	08/21/23				
		<b>SITE NAME: CCD BREWSTER 959497</b> <b>BU NUMBER: 806690</b> <b>WO NUMBER: 2247129</b> <b>SITE ADDRESS:</b> <b>1657 MAIN STREET</b> <b>BREWSTER, MA 02770</b> <b>BARNSTABLE COUNTY, USA</b>			
ENG/QA BY: DS		DATE: 08/14/23			
DFT BY: SL		DATE: 08/15/23			
DFT/QA BY: TPS		DATE: 08/16/23			
APRVD BY: HL		DATE: 08/18/23			
SCALE: N.T.S.					
<b>DETAILS</b>					
<b>S-7</b>			<table border="1"> <tr> <th>REV</th> </tr> <tr> <td>0</td> </tr> </table>	REV	0
REV					
0					



## Town of Brewster

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

Office of:  
Select Board  
Town Manager

April 9, 2024

Stephanie Haussmann  
Crawford Land Management  
88 Route 6A #2B  
Sandwich, MA 02563

RE: Access to Mants Landing for Sand Nourishment, Crawford Land Management

Dear Ms. Haussmann;

Permission to utilize the Town's property at Mants Landing for the purpose of sand nourishment at 336 Robbins Hill Road has been granted to Crawford Land Management of Sandwich, MA. This approval is contingent upon:

1. Access from Mants Landing shall be granted beginning at **sunrise on Tuesday, April 9, 2024 to sunset, Friday, April 12, 2024** for supplying 66 cubic yards of sand to 336 Robbins Hill Road. Access shall be allowed for one front-end loader, and one skid steer.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above listed equipment, including sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and Crawford Land Management must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at Mants Landing, as well as residents.
5. Prior to the use of the landing, a minimum eighteen inch (18") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

6. Work shall be coordinated to take place during low tides in order to prevent vehicular equipment traffic over the drainage structures, pipes, groins and/or private property.
7. The contractor shall provide a certificate of insurance that shall certify valid liability insurance coverage in the minimum amount of \$1,000,000 throughout the duration of the use of the landing. (received)
8. The contractor shall provide a \$10,000 bank check or bond, to be held by the Town as financial assurance of performance and to cover the potential cost of reparations of any damage to the Town's property. (received)
9. The contractor shall be required to take and provide photographs, taken prior to the start of any construction work, showing the pre-construction conditions of the parking and landing area and the public beach. These photos shall be submitted to the Conservation Department and the Select Board's Office.
10. All excess sand cover shall be cleared from the landing upon completion of the work and utilized to restore base-line beach profiles, if doing so would be consistent with the Order of Conditions issued by the Conservation Commission in relation to this project.
11. The Town Manager's office (in addition to the Conservation Commission Office and DPW) shall be notified when "on-site" phase meetings are scheduled. Advance notice of a minimum of 24 hours shall be provided to the Select Board/Town Manager's Office, the Conservation Commission and the DPW prior to staging and commencement of work. At least one representative from the Town should meet the contractor on-site, prior to commencement to ensure adequate coordination (This meeting has taken place).

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

Sincerely,

*Conor Kenny*

Conor Kenny  
Project Manager

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





CALL (508) 477-1346  
EMAIL info@crawfordlm.com  
MAIL 88 Route 6A, Unit 2B | Sandwich, MA 02563

March 25, 2024

Town of Brewster  
Attn: Conor Keney, Board of Selectmen  
William Grafton, Conservation Commission  
2198 Main Street  
Brewster, MA 02631

**Request for Use of Town Landing: SE 9-1964**

Project Location: 336 Robbins Hill Road, Brewster  
DEP File No.: SE9-1964

Dear Mr. Keney and Mr. Grafton,

Crawford Land Management is seeking the approval from the Town of Brewster to use the public Mants landing as an access point for nourishment as permitted in DEP # SE 9-1694, to nourish the beaches at 336 Robbins Hill Road.

We are sending this letter to let you know that we plan to perform the work in April 2024. During this time we would be making multiple trips across the beach. All work will be completed between normal work hours of 8am to 5pm. The anticipated amount of time for the work to be completed is 4 days.

Please let us know if you have any questions or concerns.

Respectfully,

Stephanie Haussmann  
ACCOUNT MANAGER, CRAWFORD LAND MANAGEMENT

Equipment to be stored on site: Excavator Front End Loader  
Skid Steer

- Contents: -Town Landing Access Request Form  
-Photos of Site  
-Sieve analysis of proposed sand  
-Abutter notification letter  
-Certified abutters list  
-Site map showing access route  
-Certificate of Insurance  
-Copy of check 1904 for town bylaw fee  
-Copy of \$10,000 bond



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

OFFICE OF  
CONSERVATION COMMISSION

## Town Landing and Public Beach Access Request Form

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

### Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: Mants Landing
- Proposed start and finish dates: March 29-31
- Estimated duration of work: 3 days
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

### Contractor Information

- Name of contractor(s) performing work: Crawford Land Management
- Phone number for contractor(s): 508-477-1346
- Email for contractor(s): stephanie@crawfordlm.com
- Address of contractor(s): 88 Route 6A #2B Sandwich MA 02563

### Property Information

- Address of property where work is to be performed: 336 Robbins Hill Road
- Property owner(s): Ming Lee
- Phone number of owner(s): [REDACTED]
- Email of owner(s): [REDACTED]
- Conservation Permit Number for work: SE 9-
  - Submit Conservation performance bond if applicable under the Orders of Conditions
  - Submit sieve analysis and source information for nourishment sand
  - Submit sieve analysis for existing sand on the property
  - Submit written work notice and "before" photos of the project site



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

OFFICE OF  
CONSERVATION COMMISSION

## Attachments

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



October 2023



1573 Main Street  
Brewster, MA 02631

**BENNETT ENVIRONMENTAL ASSOCIATES, LLC**

A Natural Systems Utilities Company

LICENSED SITE PROFESSIONALS, ENVIRONMENTAL SCIENTISTS, GEOLOGISTS, ENGINEERS

Phone: 508-896-1706

Fax: 508-896-5109

**SIEVE ANALYSIS DATA AND COMPUTATION SHEET**

Date: 3/2/2023 Sheet 1 of 1

Job Name: Merchant Job Number: K10740B

Sample Number: 1/4" Screened Sand

Sample Collected by: Merchant Sample Tested by: Jacob Guthrie

Notes: Sand: 56.42% Silt/Clay: 0.61% USCS: SP  
 D60 ~ 1.648 D10 ~ 4.498 Coefficient of Uniformity = D60/D10 = 0.3663  
 D30 ~ 1.431 Coefficient of Curvature = D30^2/(D60\*D10) = 15.1752

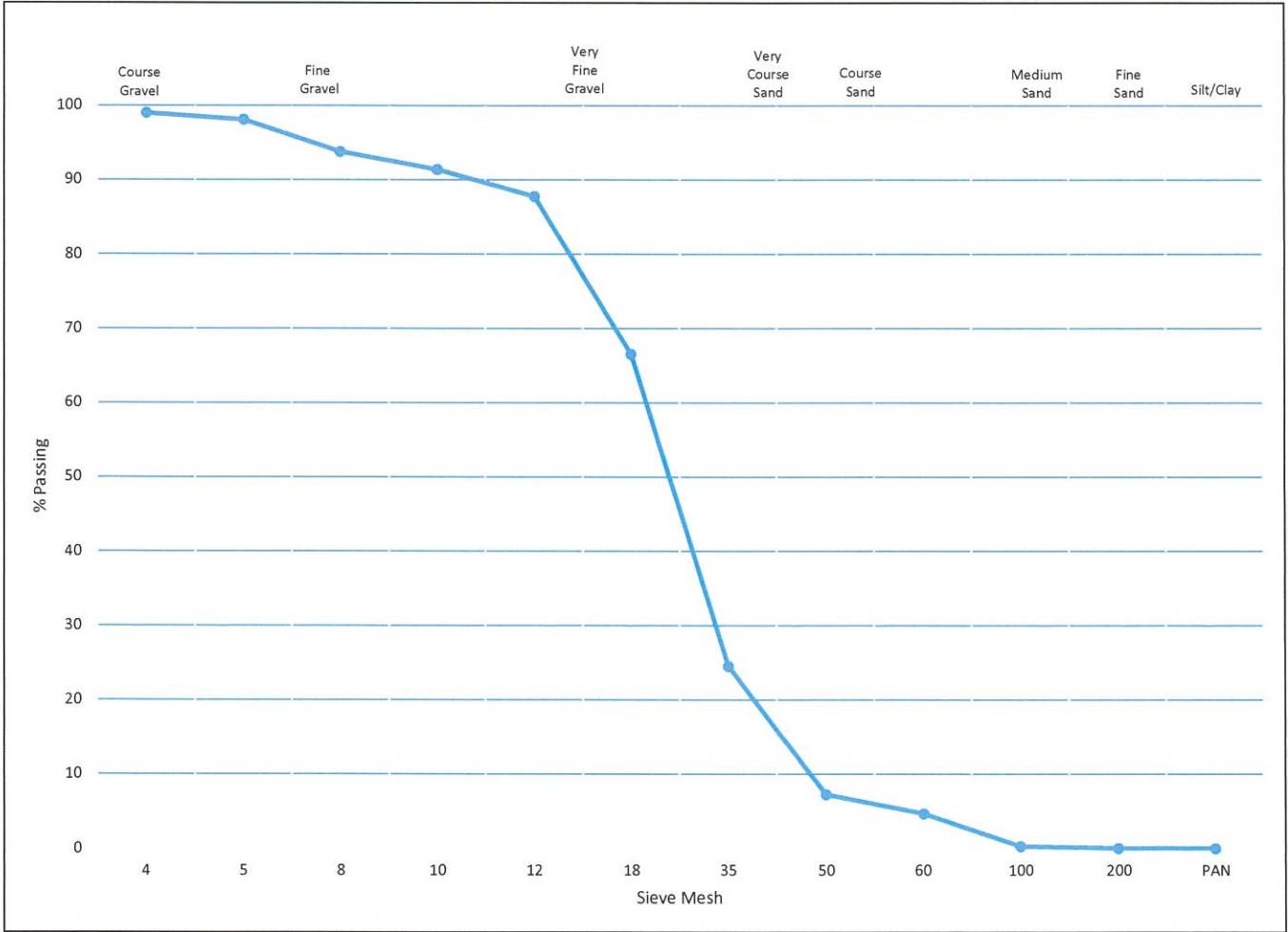
SIEVE OPENING IN MILLIMETERS	SIEVE MESH	WEIGHT RETAINED IN GRAMS (Cumulative)		PERCENT RETAINED (Cumulative)		CUMULATIVE PERCENT FINER	PROJECT MANUAL SPECIFICATION (USCS)
4.75	4	5.1	5.1	1.02	1.02	98.98	Course Gravel
4	5	4.5	9.6	0.90	1.92	98.08	
2.36	8	21.6	31.2	4.32	6.24	93.76	Fine Gravel
2	10	12.1	43.3	2.42	8.66	91.34	
1.7	12	18.1	61.4	3.62	12.28	87.72	
1	18	106.2	167.6	21.24	33.52	66.48	Very Fine Sand
0.5	35	210.0	377.6	42.00	75.52	24.48	
0.3	50	86.2	463.8	17.24	92.76	7.24	Coarse Sand
0.25	60	13.0	476.8	2.60	95.36	4.64	Medium Sand
0.125	100	21.9	498.7	4.38	99.74	0.26	Fine Sand
0.075	200	1.2	499.9	0.24	99.98	0.02	
PAN	PAN	0.1	500.0	0.02	100.00	0	Silt/Clay
PASSED MESH SIEVE TOTAL		500		100.00%			

Sample Weight Wet: 500 g

Sample Weight Dry: 500 g

Percent Moisture: 0.0 %

Sample Weight Passed Through Sieves: 500 g





CALL (508) 477-1346  
EMAIL [info@crawfordlm.com](mailto:info@crawfordlm.com)  
MAIL 88 Route 6A, Unit 2B | Sandwich, MA 02563

March 25, 2024

**Abutters Notification**

Project Location: 336 Robbins Hill Road, Brewster  
DEP File No.: SE9-1964

To Whom it May Concern,

Crawford Land Management is seeking the approval from the Town of Brewster to use Mants Landing for access to provide nourishment at 336 Robbins Hill Road as permitted in SE- 9-1964.

We are sending this letter as a courtesy to let you know that we intend on performing the work beginning in April. Work duration is anticipated to be approximately four days but will be weather dependent. During this time we would be making multiple trips across the beach in front of your property. All work will be completed between normal work hours of 8 a.m. to 5 p.m.

If you have any questions or concerns please do not hesitate to contact us.

Respectfully,

Stephanie Haussmann  
ACCOUNT MANAGER, CRAWFORD LAND MANAGEMENT



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

Certified by:

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

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
27	38-28-0-E (2-1)	BREWSTER TOWN OF	0 PAINES CREEK ROAD	2198 MAIN STREET	BREWSTER	MA	02631
28	38-76-0-R (2-2)	BREWSTER SANDS LLC	354 ROBBINS HILL ROAD	16E 27TH STREET	BARNEGAT LIGHT	NJ	08006
29	38-77-0-R (2-3)	LEE S MING & JENNIE TRUSTEES THREE MJ REALTY TRUST-BARNSTABLE	336 ROBBINS HILL ROAD	336 ROBBINS HILL ROAD	BREWSTER	MA	02631



38-28-0-E

38-76-0-R

38-77-0-R

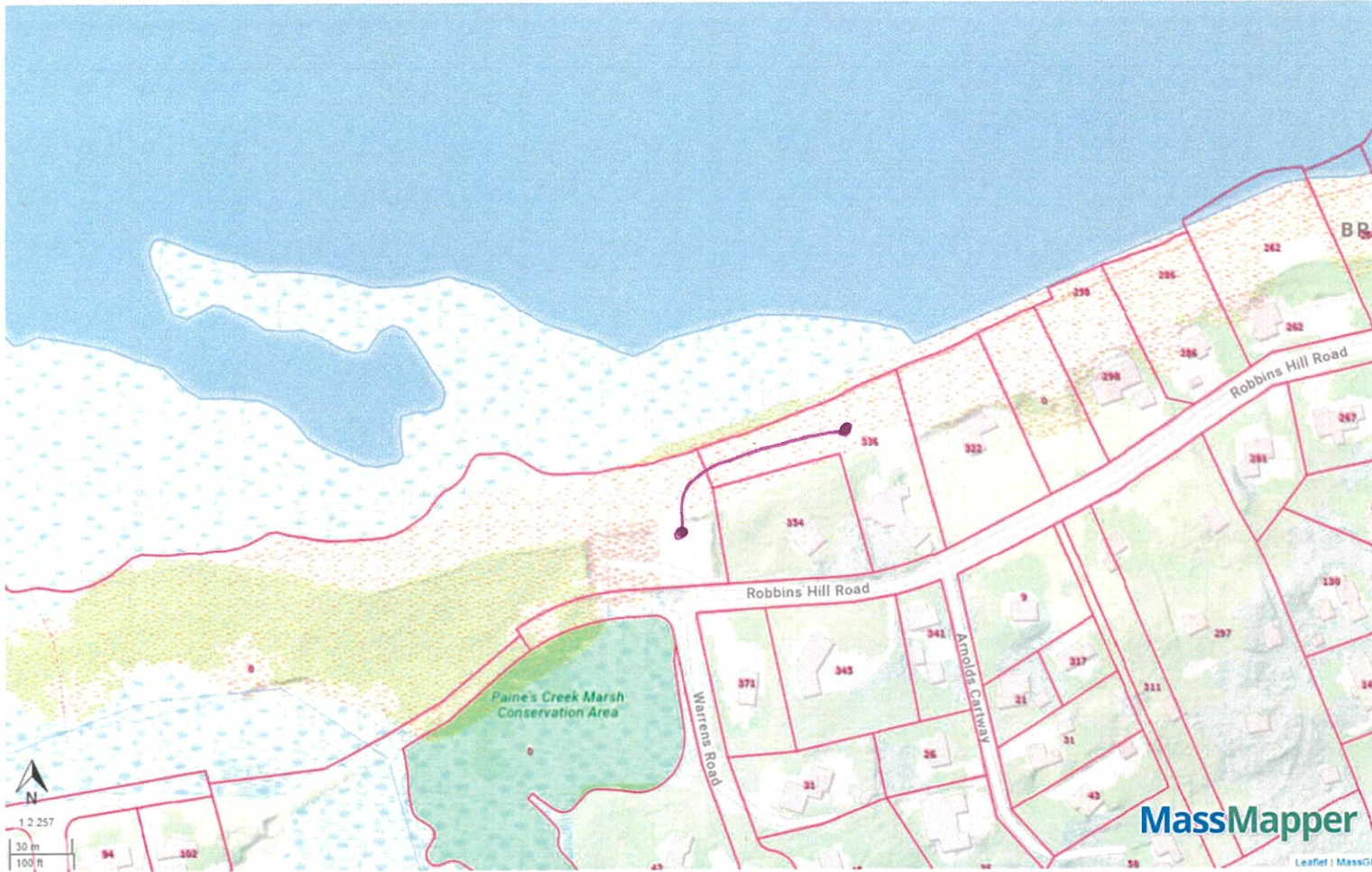
BREWSTER TOWN OF  
2198 MAIN STREET  
BREWSTER, MA 02631

BREWSTER SANDS LLC  
16E 27TH STREET  
BARNEGAT LIGHT, NJ 08006

LEE S MING & JENNIE TRUSTEES  
THREE MJ REALTY TRUST-BARNSTABLE  
336 ROBBINS HILL ROAD  
BREWSTER, MA 02631

# 336 Robbins Hill - Access Map

Property Tax Parcels





Liberty Mutual Surety: National Bond Center  
350 E. 96th Street  
Indianapolis, IN 46240  
(888) 844-2663 Fax: (866) 547-4883

## SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

**Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed.** For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- If applicable the principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- This bond has been digitally signed on behalf of the Surety. An Attorney-in-fact signature is not required.
- A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.





LICENSE OR PERMIT BOND

Bond No.: 999319212

KNOW ALL BY THESE PRESENTS, That we, Crawford Land Management as Principal, of 88 MA-6A, Sandwich, MA 02563, and the The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto Town of Brewster, of 1657 Main St, Brewster, Brewster Town, MA 02631, as Obligee, in the sum of Ten Thousand Dollars And Zero Cents (\$10,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 29th day of March, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Land preservation by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

- 1. This bond shall continue in force: [X] Until 29th day of March, 2025, or until the date of expiration of any Continuation Certificate executed by the Surety OR [ ] Until canceled as herein provided. 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Crawford Land Management By [Signature] Principal



The Ohio Casualty Insurance Company By Timothy A. Mikolajewski Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Crawford Land Management
Agency Name: THE HILB GROUP OF NEW ENGLAND, LLC Bond Number: 999319212
Obligee: Town of Brewster
Bond Amount: (\$10,000.00) Ten Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 29th day of March, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



## Town of Brewster

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

Office of:  
Select Board  
Town Manager

April 8, 2024

Christian J. Norgeot  
P.O. Box 172  
South Orleans, MA 02662

RE: Access to Ellis Landing beach for Sand Nourishment, Anchor Marine Inc.

Dear Mr. Norgeot;

Permission to utilize the Town's property at Ellis Landing beach for the purpose of sand nourishment at 47, 35, 41 & 51 Captain Dunbar Road and 10 on Nancy May Path, has been granted to Anchor Marine Inc. of South Orleans. This approval is contingent upon:

1. Access from Ellis Landing beach shall be granted beginning at **sunrise on Monday, April 22, 2024 to sunset, Friday, April 26, 2024** for supplying approximately 300 cubic yards of sand to the property. Access shall be allowed for one rubber tired front-end loader and one mid-sized tracked excavator.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above listed equipment, including the 300 cubic yards of sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and Anchor Marine Inc must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at Ellis Landing beach, as well as residents.
5. Prior to the use of the landing, a minimum eighteen inch (18") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

6. Work shall be coordinated to take place during low tides in order to prevent vehicular equipment traffic over the drainage structures, pipes, groins and/or private property.
7. The contractor shall provide a certificate of insurance that shall certify valid liability insurance coverage in the minimum amount of \$1,000,000 throughout the duration of the use of the landing. (received)
8. The contractor shall provide a \$20,000 bank check or bond, to be held by the Town as financial assurance of performance and to cover the potential cost of reparations of any damage to the Town's property. (received)
9. The contractor shall be required to take and provide photographs, taken prior to the start of any construction work, showing the pre-construction conditions of the parking and landing area and the public beach. These photos shall be submitted to the Conservation Department and the Select Board's Office.
10. All excess sand cover shall be cleared from the landing upon completion of the work and utilized to restore base-line beach profiles, if doing so would be consistent with the Order of Conditions issued by the Conservation Commission in relation to this project.
11. The Town Manager's office (in addition to the Conservation Commission Office and DPW) shall be notified when "on-site" phase meetings are scheduled. Advance notice of a minimum of 24 hours shall be provided to the Select Board/Town Manager's Office, the Conservation Commission and the DPW prior to staging and commencement of work. At least one representative from the Town should meet the contractor on-site, prior to commencement to ensure adequate coordination (This meeting has taken place).

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

Sincerely,

*Conor Kenny*

Conor Kenny  
Project Manager

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



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

OFFICE OF  
 CONSERVATION COMMISSION

**Town Landing and Public Beach Access Request Form**

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

**Town Landing and Public Beach Access Information**

- Town Landing and Beach where access is requested: ELLIS LANDING
- Proposed start and finish dates: 4122 - 4126
- Estimated duration of work: 1 WEEK
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

ATTACHED

**Contractor Information**

- Name of contractor(s) performing work: ANCHOR MARINE INC
- Phone number for contractor(s): 508 432 2656
- Email for contractor(s): anchormarine@aol.com
- Address of contractor(s): 299 COMMORCE PK, S. CHATHAM

**Property Information**

- Address of property where work is to be performed: 47 CAPT DUNBAR
- Property owner(s): PETER + ALAN WALLIS
- Phone number of owner(s): [REDACTED]
- Email of owner(s): [REDACTED]
- Conservation Permit Number for work: SE 9-1966
  - Submit Conservation performance bond if applicable under the Orders of Conditions
  - Submit sieve analysis and source information for nourishment sand
  - Submit sieve analysis for existing sand on the property
  - Submit written work notice and "before" photos of the project site



TOWN OF BREWSTER

1657 MAIN STREET  
BREWSTER, MA 02631

PHONE: (508) 896-4546

FAX: (508) 896-8089

CONSERVATION@BREWSTER-MA.GOV

OFFICE OF  
CONSERVATION COMMISSION

Town Landing and Public Beach Access Request Form

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

Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: ELLIS LANDING
- Proposed start and finish dates: 4/22 - 4/26
- Estimated duration of work: 1 WEEK
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

ATTACHED

Contractor Information

- Name of contractor(s) performing work: ANCHOR MARINE INC
- Phone number for contractor(s): 508 432 2656
- Email for contractor(s): anchormarinema@gmail.com
- Address of contractor(s): 299 COMMORCE PK, S. CHATHAM

Property Information

- Address of property where work is to be performed: 35 CAPT DUNBAR
- Property owner(s): LAISE WILSON
- Phone number of owner(s): [REDACTED]
- Email of owner(s): [REDACTED]
- Conservation Permit Number for work: SE 9- 1142
  - Submit Conservation performance bond if applicable under the Orders of Conditions
  - Submit sieve analysis and source information for nourishment sand
  - Submit sieve analysis for existing sand on the property
  - Submit written work notice and "before" photos of the project site





TOWN OF BREWSTER

1657 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-4546
FAX: (508) 896-8089

CONSERVATION@BREWSTER-MA.GOV

OFFICE OF
CONSERVATION COMMISSION

Town Landing and Public Beach Access Request Form

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

Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: ELLIS LANDING
Proposed start and finish dates: 4/22 - 4/26
Estimated duration of work: 1 WEEK
Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

ATTACHED

Contractor Information

- Name of contractor(s) performing work: ANCHOR MARINE INC
Phone number for contractor(s): 508 432 2656
Email for contractor(s): anchormarinema@gmail.com
Address of contractor(s): 299 COMMORCE PK. S. CHATHAM

Property Information

- Address of property where work is to be performed: 10. on NANCY MAY PATH
Property owner(s): ELLIS LANDING PARK CONDO TRUST | JOHN HOOPER
Phone number of owner(s):
Email of owner(s):
Conservation Permit Number for work: SE 9- 1072
Submit Conservation performance bond if applicable under the Orders of Conditions
Submit sieve analysis and source information for nourishment sand
Submit sieve analysis for existing sand on the property
Submit written work notice and "before" photos of the project site



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

OFFICE OF  
CONSERVATION COMMISSION

## Town Landing and Public Beach Access Request Form

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

### Town Landing and Public Beach Access Information

Town Landing and Beach where access is requested: ELLIS LANDING

Proposed start and finish dates: 4/22-4/26

Estimated duration of work: 1 WEEK

Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

ATTACHED

### Contractor Information

Name of contractor(s) performing work: ANCHOR MARINE INC

Phone number for contractor(s): 508 432 2656

Email for contractor(s): anchormarine.ma@gmail.com

Address of contractor(s): 299 COMMERCE PARK

S. CHATHAM MA 02659

### Property Information

Address of property where work is to be performed: 41 CAPTAIN DUNBAR

Property owner(s): PAUL & ANNETTE ROBERTS

Phone number of owner(s): [REDACTED]

Email of owner(s): [REDACTED]

Conservation Permit Number for work: SE 9- 1497

Submit Conservation performance bond if applicable under the Orders of Conditions

Submit sieve analysis and source information for nourishment sand

Submit sieve analysis for existing sand on the property

Submit written work notice and "before" photos of the project site

Attachments:



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

OFFICE OF  
CONSERVATION COMMISSION

## Town Landing and Public Beach Access Request Form

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

### Town Landing and Public Beach Access Information

Town Landing and Beach where access is requested: ELLIS LANDING

Proposed start and finish dates: 4/22 - 4/26

Estimated duration of work: 1 WEEK

Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided. ATTACHED

### Contractor Information

Name of contractor(s) performing work: ANCHOR MARINE INC

Phone number for contractor(s): 508 432 2656

Email for contractor(s): anchormarine.ma@gmail.com

Address of contractor(s): 299 COMMERCE PARK

S. CHATHAM MA 02659

### Property Information

Address of property where work is to be performed: 51 CAPTAIN DONBAR

Property owner(s): STEVE FASMAN

Phone number of owner(s): [REDACTED]

Email of owner(s): [REDACTED]

Conservation Permit Number for work: SE 9- 1495

Submit Conservation performance bond if applicable under the Orders of Conditions

Submit sieve analysis and source information for nourishment sand

Submit sieve analysis for existing sand on the property

Submit written work notice and "before" photos of the project site

Attachments:

Owner affirmation of responsibility for work and  
5-day request for site inspection/notice of work for  
Order of Conditions

To:  
Brewster Conservation Commission  
2198 Main Street  
BREWSTER, MA, 02631

(Date of Request for Site Inspection)

Order of Conditions (SE 9-1495) - Order of Conditions recorded at the Registry of Deeds or  
Land Court, Barnstable County on 10/20/05.

Location of project - Street 51 CAPT. DONBAR Assessor's Map 91 Parcel 41

I, Craig Norbert (Contractor), wish to schedule a site visit with an agent of the  
Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take  
place at the following date and time: \_\_\_\_\_.

The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was  
submitted to the Conservation Department for the project file. I understand that work shall commence only  
with approval of the Conservation Agent, and that any work activities which have commenced prior to an  
inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of  
up to \$300.00 per day.

The type of work is required annual sand nourishment  
(dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control  
barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form  
shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 508 432 2656

Signature of Contractor [Signature]

Signature of Owner [Signature] This form shall serve as proof that I, the  
owner of the above referenced property, have read and understand the terms of this Order of Conditions, and  
am responsible for any violation which occurs on this property.

Signature/Initial of Conservation Agent \_\_\_\_\_ The required erosion controls were installed  
according to the plans approved by the Conservation Commission.

Work notification and affirmation of responsibility/site visit forms 10/15/07



Owner affirmation of responsibility for work and 3-day request for site inspection/motion of work for Order of Conditions

To: Brewster Conservation Commission 219B Main Street BREWSTER, MA, 02631

(Date of Request for Site Inspection)

Order of Conditions (SE 9/1812) - Order of Conditions recorded at the Registry of Deeds or Land Court, Barnstable County on 7/6/21

Location of project - Street 10 SW NANCY WAY Assessor's Map 91 Parcel 14 (7/10) PATH

I, Craig NORBERT (Contractor), wish to schedule a site visit with an agent of the Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take place at the following date and time:

The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was submitted to the Conservation Department for the project file. I understand that work shall commence only with approval of the Conservation Agent, and that any work activities which have commenced prior to an inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of up to \$300.00 per day.

The type of work is required annual sand nourishment (dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 508 432 2656

Signature of Contractor [Signature]

Signature of Owner [Signature] This form shall serve as proof that I, owner of the above referenced property, have read and understand the terms of this Order of Conditions, and am responsible for any violation which occurs on this property.

Signature/Initial of Conservation Agent [Signature] The required erosion controls were installed according to the plans approved by the Conservation Commission.

Work notification and affirmation of responsibility/site visit forms 10/15/07

ELLIS LANDING CONDO





Owner affirmation of responsibility for work and  
5-day request for site inspection/notice of work for  
Order of Conditions

To:  
Brewster Conservation Commission  
2198 Main Street  
BREWSTER, MA, 02631

(Date of Request for Site Inspection)

Order of Conditions (SE 9-1942) - Order of Conditions recorded at the Registry of Deeds or  
Land Court, Barnstable County on 4/10/23.

Location of project - Street 35 CAPT DUNBAR Assessor's Map 91 Parcel 38

I, Craig Norbert (Contractor), wish to schedule a site visit with an agent of the  
Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take  
place at the following date and time: \_\_\_\_\_.

The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was  
submitted to the Conservation Department for the project file. I understand that work shall commence only  
with approval of the Conservation Agent, and that any work activities which have commenced prior to an  
inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of  
up to \$300.00 per day.

The type of work is required annual sand nourishment  
(dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control  
barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form  
shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 508 432 2656

Signature of Contractor [Signature]

Signature of Owner [Signature] This form shall serve as proof that I, the  
owner of the above referenced property, have read and understand the terms of this Order of Conditions, and  
am responsible for any violation which occurs on this property.

Signature/Initial of Conservation Agent \_\_\_\_\_ The required erosion controls were installed  
according to the plans approved by the Conservation Commission.

Work notification and affirmation of responsibility/site visit/ forms 10/15/07

2024 Wilson Fuller

Owner affirmation of responsibility for work and  
5-day request for site inspection/notice of work for  
Order of Conditions

To:  
Brewster Conservation Commission  
2198 Main Street  
BREWSTER, MA, 02631

(Date of Request for Site Inspection)

Order of Conditions (SE 9-1497) - Order of Conditions recorded at the Registry of Deeds or  
Land Court, Barnstable County on 9/7/10.

Location of project - Street 41 Captain Dwyer Assessor's Map 41 Parcel 39

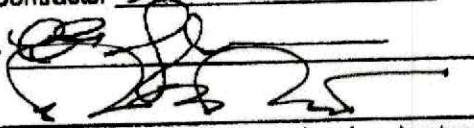
I, Chris Norbert (Contractor), wish to schedule a site visit with an agent of the  
Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take  
place at the following date and time: \_\_\_\_\_.

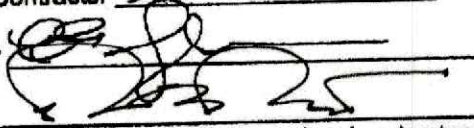
The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was  
submitted to the Conservation Department for the project file. I understand that work shall commence only  
with approval of the Conservation Agent, and that any work activities which have commenced prior to an  
inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of  
up to \$300.00 per day.

The type of work is required annual sand nourishment  
(dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control  
barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form  
shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 508 432 2656

Signature of Contractor 

Signature of Owner  This form shall serve as proof that I, the  
owner of the above referenced property, have read and understand the terms of this Order of Conditions, and  
am responsible for any violation which occurs on this property.

Signature/Initial of Conservation Agent \_\_\_\_\_ The required erosion controls were installed  
according to the plans approved by the Conservation Commission.

Work notification and affirmation of responsibility/site visit/ forms 10/15/07

**Owner affirmation of responsibility for work and  
5-day request for site inspection/notice of work for  
Order of Conditions**

To:  
Brewster Conservation Commission  
2198 Main Street  
BREWSTER, MA, 02631

(Date of Request for Site Inspection)

Order of Conditions (SE 9-19106) - Order of Conditions recorded at the Registry of Deeds or  
Land Court, Barnstable County on 3/21/24.

Location of project - Street 47 Captain Dunbar Assessor's Map 91 Parcel 40

I, Craig Norbert (Contractor), wish to schedule a site visit with an agent of the  
Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take  
place at the following date and time: \_\_\_\_\_.

The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was  
submitted to the Conservation Department for the project file. I understand that work shall commence only  
with approval of the Conservation Agent, and that any work activities which have commenced prior to an  
inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of  
up to \$300.00 per day.

The type of work is required annual sand nourishment  
(dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control  
barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form  
shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 508 432 2656

Signature of Contractor [Signature]

Signature of Owner [Signature] This form shall serve as proof that I, the  
owner of the above referenced property, have read and understand the terms of this Order of Conditions, and  
am responsible for any violation which occurs on this property.

Signature/Initial of Conservation Agent \_\_\_\_\_ The required erosion controls were installed  
according to the plans approved by the Conservation Commission.

Work notification and affirmation of responsibility/site visit/ forms 10/15/07

Wallis 2024

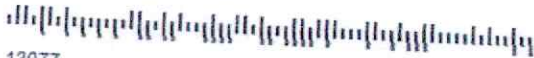




# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 section 24B makes it a crime to alter this Certificate

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Plate Type CON	Registration Type COMMERCIAL	Plate Number G11575	Effective Date 01-Jan-2024	Title Number BA702934	Expires On Month 12 Year 24
Model Year 2003	Make DEER	Model LOAD	Model Number	Body Style TRACT	Color(s) YELLOW
Residential Address (If Different than Mailing)			Vehicle Identification Number DW624HX587293		
Garage Address UNKNOWN CHATHAM MA 000000000			Total Registered Weight for Commercial Vehicle or Trailer 34000		
Name(s) of Owner(s) and Mailing Address 13077 ANCHOR MARINE INC BX 172 S ORLEANS, MA 02662-0172			US DOT Number for Commercial Vehicle		
 T53 P1 2			Insurance Company SAFETY INSURANCE COMPANY		
			Maximum Seating Capacity for Vehicles for Hire		
Lessee/In Custody Of			<i>Colleen J. O'Brien</i> Registrar of Motor Vehicles		
Special Message			Change of Address <input type="checkbox"/> Residential <input type="checkbox"/> Mailing <input type="checkbox"/> Garage		

## Important Information for Vehicle Owners

- Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit Mass.Gov/RMV to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at [www.mass.gov/rmv](http://www.mass.gov/rmv) for more information.
- Cancel the registration plates if:**
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

242942339



**IMPORTANT: PEEL EXPIRATION DECAL & ADHERE TO TOP RIGHT OF THE REAR LICENSE PLATE.**

3/15/2024



Town of Brewster  
2198 Main Street  
Brewster, MA 02631  
Phone: (508) 896-3701 ext. 1137  
[www.brewster-ma.gov](http://www.brewster-ma.gov)  
sacheson@brewster-ma.gov

ASSESSORS OFFICE USE:

### Certified Abutters List Request Form

*Processing may take up to 10 calendar days*

#### Property Information

Parcel ID Map: 91 Lot: 41

Location/Address: 51 CAPT DUNBAR

Owner of Record: STEVE FASMAN

**Reason for Request:** Please check the appropriate Board, Commission or Committee

- |  |   |
|--|---|
| <input type="checkbox"/> Historic District Committee | <input checked="" type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Zoning Board of Appeals     | <input type="checkbox"/> Board of Health                    |
| <input type="checkbox"/> Planning Board              | <input type="checkbox"/> Select Board's Office              |

*\*All requests will include mailing labels*

#### Applicant Information

Name: ANCHOR MARINE

Telephone #: 508 432 2656

Signature: [Handwritten Signature]

#1 Email: anchormarine@aol.com

Fee: \$1.00 per page of labels  Paid at time of Request  Pay at time of pick up

PRINT / MAIL

**TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK**

Case file # \_\_\_\_\_

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

Clerk Signature \_\_\_\_\_





Town of Brewster  
2198 Main Street  
Brewster, MA 02631  
Phone: (508) 896-3701 ext. 1137  
[www.brewster-ma.gov](http://www.brewster-ma.gov)  
sacheson@brewster-ma.gov

ASSESSORS OFFICE USE:

### Certified Abutters List Request Form

*Processing may take up to 10 calendar days*

#### Property Information

Parcel ID Map: 91 Lot: 38

Location/Address: 35 CAPT DUNBAR

Owner of Record: LOUISE WILSON

**Reason for Request:** Please check the appropriate Board, Commission or Committee

- Historic District Committee
- Conservation Commission
- Zoning Board of Appeals
- Board of Health
- Planning Board
- Select Board's Office

*\*All requests will include mailing labels*

#### Applicant Information

Name: ANCHOR MARINE INC

Telephone #: 508 432 2656

Signature: [Handwritten Signature]

Email: anchormarine@aol.com

Fee: ~~\$1.00 per page of labels~~  Paid at time of Request  Pay at time of pick up

*PRINT / EMAIL*

**TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK**

Case file # \_\_\_\_\_

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

Clerk Signature \_\_\_\_\_



Town of Brewster  
2198 Main Street  
Brewster, MA 02631  
Phone: (508) 896-3701 ext. 1137  
[www.brewster-ma.gov](http://www.brewster-ma.gov)  
sacheson@brewster-ma.gov

ASSESSORS OFFICE USE:

### Certified Abutters List Request Form

*Processing may take up to 10 calendar days*

#### Property Information

Parcel ID Map: 91 Lot: 39

Location/Address: 41 CAPT DUNBAR

Owner of Record: PAUL ROBERTS

**Reason for Request:** Please check the appropriate Board, Commission or Committee

- Historic District Committee
- Zoning Board of Appeals
- Planning Board
- Conservation Commission
- Board of Health
- Select Board's Office

*\*All requests will include mailing labels*

#### Applicant Information

Name: ANCHOR MARINE

Telephone #: 508 432 2658

Signature: [Handwritten Signature]

Email: anchormarine@gmail.com

Fee: ~~\$1.00~~ per page of labels  Paid at time of Request  Pay at time of pick up

PRINT/EMAIL

**TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK**

Case file # \_\_\_\_\_

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

Clerk Signature \_\_\_\_\_



Town of Brewster  
2198 Main Street  
Brewster, MA 02631  
Phone: (508) 896-3701 ext. 1137  
[www.brewster-ma.gov](http://www.brewster-ma.gov)  
sacheson@brewster-ma.gov

ASSESSORS OFFICE USE:

### Certified Abutters List Request Form

*Processing may take up to 10 calendar days*

#### Property Information

Parcel ID Map: 91 Lot: 40

Location/Address: 47 CAPT DUNBAR

Owner of Record: PETER WANIS

**Reason for Request:** Please check the appropriate Board, Commission or Committee

Historic District Committee

Conservation Commission

Zoning Board of Appeals

Board of Health

Planning Board

Select Board's Office

*\*All requests will include mailing labels*

#### Applicant Information

Name: ANCHOR MARINE

Telephone #: 508 432 2058

Signature: [Handwritten Signature]

Email: anchormarinema@gmail.com

Fee: \$1.00 per page of labels

Paid at time of Request

Pay at time of pick up

print / email

**TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK**

Case file # \_\_\_\_\_

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

Clerk Signature \_\_\_\_\_





Town of Brewster  
2198 Main Street  
Brewster, MA 02631  
Phone: (508) 896-3701 ext. 1137  
[www.brewster-ma.gov](http://www.brewster-ma.gov)  
sacheson@brewster-ma.gov

ASSESSORS OFFICE USE:

**Certified Abutters List Request Form**  
*Processing may take up to 10 calendar days*

**Property Information**

Parcel ID Map: 91 Lot: 14(7/10)  
Location/Address: 10. on NANCY MAY PATH  
Owner of Record: ELLIS LANDING PARK CONDO TRUST

**Reason for Request:** Please check the appropriate Board, Commission or Committee

- Historic District Committee
- Conservation Commission
- Zoning Board of Appeals
- Board of Health
- Planning Board
- Select Board's Office

*\*All requests will include mailing labels*

**Applicant Information**

Name: ANCHOR MARINE / INC <sup>2</sup> Telephone #: 508 432 2656

Signature: [Handwritten Signature] <sup>1</sup> Email: anchormarine@a  
gmail.com  
*working remotely*

~~Fee: \$1.00 per page of labels~~  Paid at time of Request  Pay at time of pick up

JUST PRINTOUT/EMAIL

**TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK**

Case file # \_\_\_\_\_ Date: \_\_\_\_\_

Clerk Signature \_\_\_\_\_

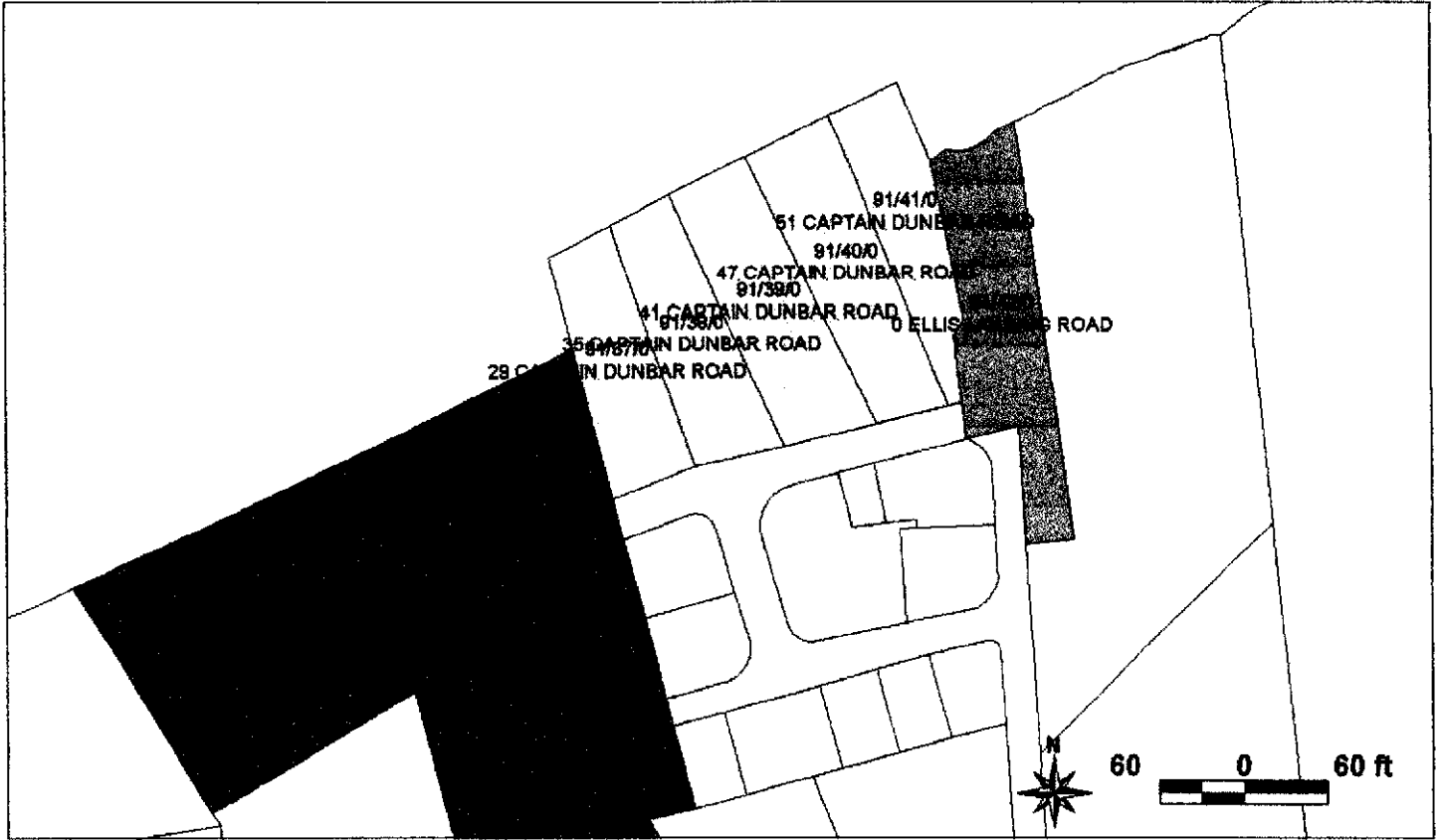


TOWN OF BREWSTER, MA  
 BOARD OF ASSESSORS  
 2198 Main Street Brewster, MA 0263

Certified by:

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

Custom Abutters List for Parcels 91/38/0, 91/39/0, 91/40/0, 91/41/0 & 91/14/798



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
798	91-14-798-R (7-11-1)	KADDIS MINA J & NANCY	10 NANCY MAY PATH (S DUNE)	151 TREMONT STREET 12E	BOSTON	MA	02111
799	91-14-799-R (7-11-2)	SAND SWEEP COTTAGE LLC	16 NANCY MAY PATH (S SWEEP)	47 VERDUN AVENUE	NEW ROCHELL	NY	10804
800	91-14-800-R (7-11-3)	COUGHLIN DOUGLAS & VERONICA	20 NANCY MAY PATH (S STONE)	28 WALDEN STREET	NEWTON	MA	02400
801	91-14-801-R (7-11-4)	GILLESPIE DAVID A & SABETTI SUSAN T GILSAB JOINT TRUST	28 NANCY MAY PATH (SANDTIDE)	47 TUCKER RIDGE COURT	HILTON HEAD	SC	29926
802	91-14-802-R (7-11-5)	MARATEA JOHN & ERIN	30 NANCY MAY PATH (SANDBAR)	18 LAURELWOOD DRIVE	NORWELL	MA	02081
803	91-14-803-R (7-11-6)	ELLIS MANAGEMENT LLC	36 NANCY MAY PATH (SANDPIPER)	C/O ALEXA A MISLITSKI ESQ 25 MID TECH DRIVE SUITE C	WEST YARMOUTH	MA	02673
804	91-14-804-R (7-11-7)	GLASHOW JASON & JILL	69 KINGFISHER CARTWAY	17 BROOKFIELD ROAD	WELLESLEY	MA	02451
805	91-14-805-R (7-11-8)	HOOPER JOHN L & JOANNE L TRUSTEES	71 KINGFISHER CARTWAY	PO BOX 1546	BREWSTER	MA	02631
806	91-14-806-R (7-11-9)	SAND CASTLE COTTAGE LLC	82 KINGFISHER CARTWAY	47 VERDUN AVENUE	NEW ROCHELLE	NY	10804
807	91-14-807-R (7-11-10)	DOMONKOS ANDREW P	80 KINGFISHER CARTWAY	12 JOANNA DRIVE	RUTLAND	MA	01543
817	91-37-0-R (7-12)	28 CAPTAIN DUNBAR LLC	28 CAPTAIN DUNBAR ROAD	7 CENTRAL STREET	SOUTH EASTON	MA	02375
818	91-38-0-R (7-13)	WILSON LOUISE	35 CAPTAIN DUNBAR ROAD	342 6TH AVENUE APT #4	BROOKLYN	NY	11215
819	91-39-0-R (7-14)	ROBERTS PAUL G & ANNETTE R	41 CAPTAIN DUNBAR ROAD	287 LANGLEY ROAD	NEWTON	MA	02459
820	91-40-0-R (7-15)	WALLIS PETER W	47 CAPTAIN DUNBAR ROAD	365 HEATHS BRIDGE ROAD	CONCORD	MA	01742
821	91-41-0-R (7-16)	FASMAN STEVEN L & CAROL G	51 CAPTAIN DUNBAR ROAD	27 CLUB POINTE DRIVE	WHITE PLAINS	NY	10605



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
822	91-42-0-E (7-18-1)	BREWSTER TOWN OF	0 ELLIS LANDING ROAD	2198 MAIN STREET	BREWSTER	MA	02631

HUB INTERNATIONAL NEW ENGLAND, LLC

300 BALLARDVALE ST

WILMINGTON MA 01887

Agency Code #: 3200937

Agency Telephone No.: 978-657-5100

Bond Number: BLND529366

Type of Bond Generic - License and Permit (Third Party Liability) 909

Bond Amount: 20,000.00

Written By: The Hanover Insurance Company

Effective Date: 3/20/2024

Expiration Date: 3/20/2027

Date of Billing: 1/26/2024

Name of Oblige: Town of Brewster

Billing Type for this bond version: Direct Bill

Bond Premium: 500.00

State Surcharge: 0.00

Total Premium: 500.00

Commission: 30.0%

Thank you for using Hanover's BONDdirect online point of sale application!

Agent: The INVOICE below may be used as a Billing Notice to your Customer.

=====

INVOICE

Anchor Marine, Inc.
P.O. Box 172
South Orleans MA 02662

Date of Invoice: 1/26/2024
Bond Number: BLND529366
Type of Bond: Generic - License and Permit (Third Party Liability) 909
Name of Oblige: Town of Brewster

Bond Amount: 20,000.00
Written By: The Hanover Insurance Company

Agency Code #: 3200937

Effective Date: 3/20/2024
Expiration Date: 3/20/2027

Agency Telephone No. 978-657-5100

Total Premium Due: 500.00

141-0875 (8/20)
2024

To: Town of Brewster  
2198 Main St  
Brewster MA 02631-1852

Date: 1/26/2024

Bond Number BLND529366  
issued to Anchor Marine, Inc.  
in favor of Town of Brewster  
nature of risk Generic - License and Permit (Third Party Liability) 909

Continuation shall be effective March 20, 2024 thru March 20, 2027

It is hereby agreed that the captioned policy is continued in force for the policy period shown above.

This continuation shall be deemed a part of the original policy and not a new obligation, no matter how long the policy has been in force or how many premiums are paid for the policy, unless otherwise provided for by statute or applicable regulation.

In witness whereof, The Hanover Insurance Company has caused this instrument to be signed by its Authorized Signer this 26th day of January, 2024.

Signed and sealed: Anne Higginbottom, Attorney-in-Fact

Bond Amount: \$ 20,000.00

Premium: \$ 500.00



cc: Principal Name Anchor Marine, Inc.  
Principal Address P.O. Box 172  
City, State, Zip South Orleans MA 02662

Agency Name HUB INTERNATIONAL NEW ENGLAND, LLC Agency code 3200937  
Agency Address 300 BALLARDVALE ST  
City, State, Zip WILMINGTON MA 01887

1573 Main Street  
Brewster, MA 02631

**BENNETT ENVIRONMENTAL ASSOCIATES, LLC**

A Natural Systems Utilities Company

LICENSED SITE PROFESSIONALS, ENVIRONMENTAL SCIENTISTS, GEOLOGISTS, ENGINEERS

Phone: 508-896-1706

Fax: 508-896-5109

**SIEVE ANALYSIS DATA AND COMPUTATION SHEET**

Date: 3/22/2024 Sheet 1 of 1

Job Name: Merchant Job Number: K10740B

Sample Number: 1/4" Screened Sand

Sample Collected by: Merchant Sample Tested by: Jacob Guthrie

Notes: Sand: 92.61% Silt/Clay: 0.0% USCS: SP  
 D60 ~ 0.623 D10 ~ 0.257 Coefficient of Uniformity = D60/D10 = 2.422  
 D30 ~ 0.257 Coefficient of Curvature = D30<sup>2</sup>/(D60\*D10) = 0.847

SIEVE OPENING IN MILLIMETERS	SIEVE MESH	WEIGHT RETAINED IN GRAMS (Cumulative)		PERCENT RETAINED (Cumulative)		CUMULATIVE PERCENT FINER	PROJECT MANUAL SPECIFICATION (USCS)
4.75	4	5.2	5.2	1.05	1.05	98.95	Very Fine Gravel
4	5	3.0	8.2	0.60	1.65	98.35	
2.36	8	18.7	26.9	3.77	5.42	94.58	Very Course Sand
2	10	9.8	36.7	1.97	7.39	92.61	
1.7	12	16.1	52.8	3.24	10.64	89.36	
1	18	97.6	150.4	19.67	30.30	69.70	Coarse Sand
0.5	35	203.2	353.6	40.94	71.25	28.75	Medium Sand
0.3	50	94.5	448.1	19.04	90.29	9.71	Fine Sand
0.25	60	14.4	462.5	2.90	93.19	6.81	
0.125	100	25.6	488.1	5.16	98.35	1.65	Very Fine Sand
0.075	200	5.9	494.0	1.19	99.54	0.46	Silt/Clay
PAN	PAN	2.3	496.3	0.46	100.00	0.00	
<b>PASSED MESH SIEVE TOTAL</b>		496.3		99.94%			

Sample Weight Wet: 500 g

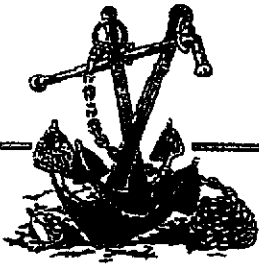
Sample Weight Dry: 496.6 g

Percent Moisture: 0.7 %

Sample Weight Passed Through Sieves: 496.3 g







# ANCHOR MARINE INC.

---

Quality marine construction since 1968

**CHRISTIAN J. NORGEOT**

P.O. Box 172

South Orleans, MA 02662

Dear Abutter,

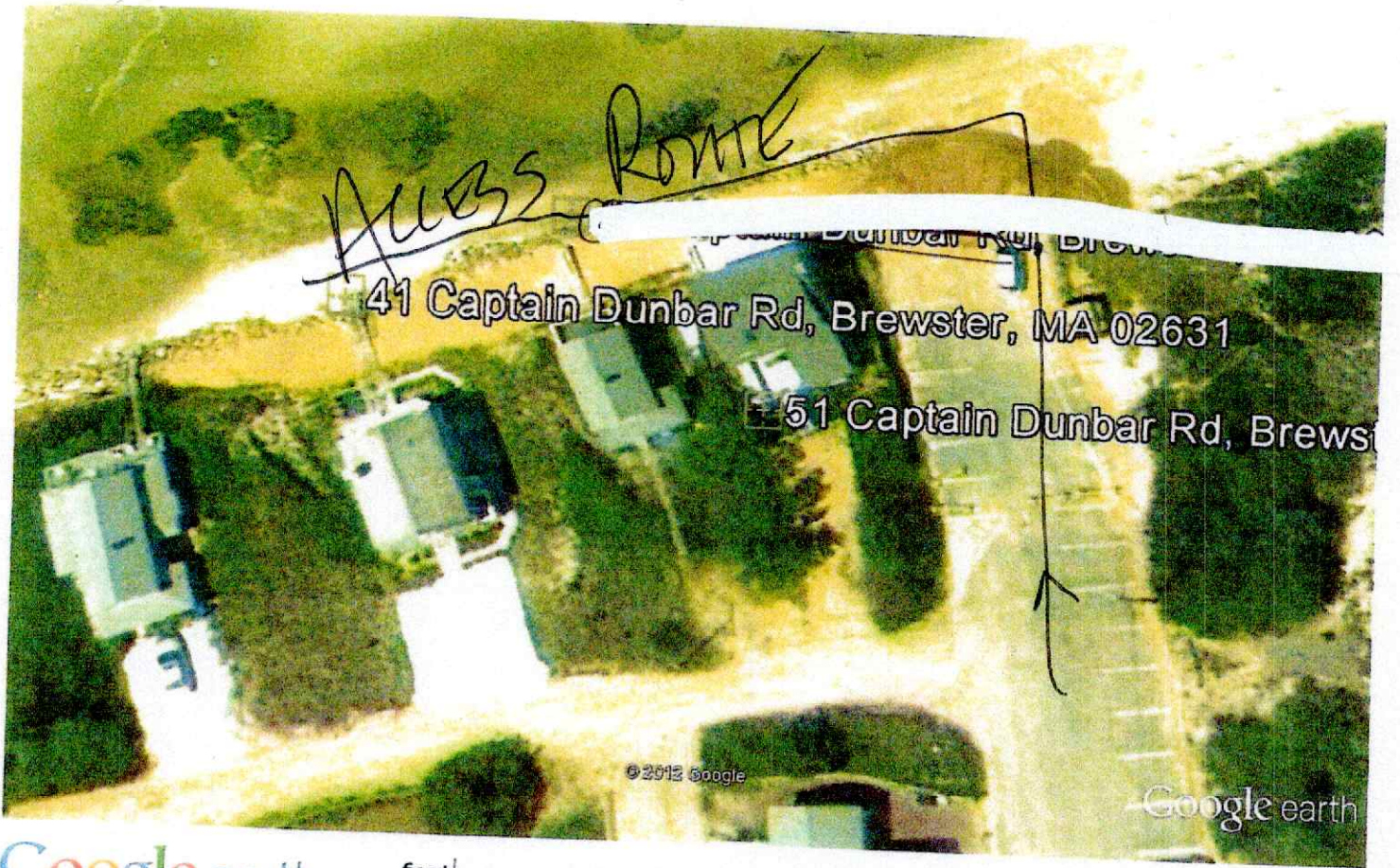
March 23, 2024

This letter is to inform you in accordance of the rules of the town of Brewster that requires notifying abutters of work being done at 10 on Nancy May Path, 35, 41, 47 and 51 Captain Dunbar. We will be doing required annual nourishment. We are currently seeking a staging permit for Ellis Landing and hope to do the work the week of April 22-26, 2024.

Respectfully,

A handwritten signature in black ink, appearing to read 'Christine E. Norgeot', written over a faint circular stamp or watermark.

Christine E. Norgeot  
Vice-President



*ACCESS ROUTE*

41 Captain Dunbar Rd, Brewster, MA 02631

51 Captain Dunbar Rd, Brewster

© 2012 Google

Google earth

Google earth





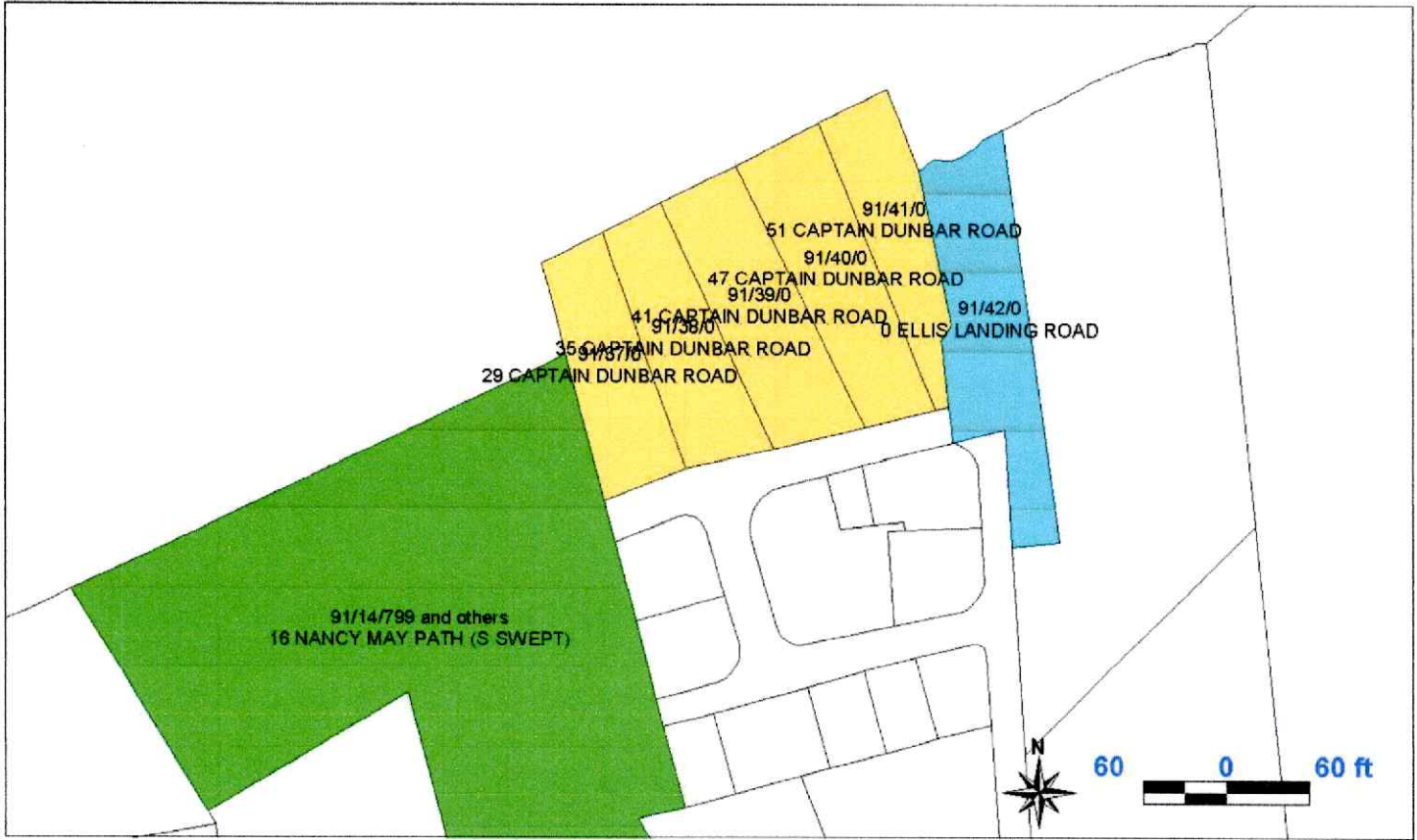


TOWN OF BREWSTER, MA  
 BOARD OF ASSESSORS  
 2198 Main Street Brewster, MA 0263

Certified by:

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

Custom Abutters List for Parcels 91/38/0, 91/39/0, 91/40/0, 91/41/0 & 91/14/798

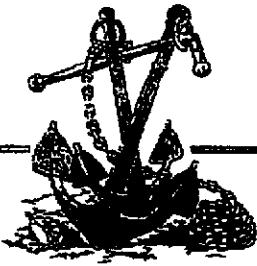


Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
798	91-14-798-R (7-11-1)	KADDIS MINA J & NANCY	10 NANCY MAY PATH (S DUNE)	151 TREMONT STREET 12E	BOSTON	MA	02111
799	91-14-799-R (7-11-2)	SAND SWEPT COTTAGE LLC	16 NANCY MAY PATH (S SWEPT)	47 VERDUN AVEUNE	NEW ROCHELL	NY	10804
800	91-14-800-R (7-11-3)	COUGHLIN DOUGLAS & VERONICA	20 NANCY MAY PATH (S STONE)	25 WALDEN STREET	NEWTON	MA	02480
801	91-14-801-R (7-11-4)	GILLESPIE DAVID A & SABETTI SUSAN T GILSAB JOINT TRUST	26 NANCY MAY PATH (SANDTIDE)	47 TUCKER RIDGE COURT	HILTON HEAD	SC	29926
802	91-14-802-R (7-11-5)	MARATEA JOHN & ERIN	30 NANCY MAY PATH (SANDBAR)	19 LAURELWOOD DRIVE	NORWELL	MA	02061
803	91-14-803-R (7-11-6)	ELLIS MANAGEMENT LLC	36 NANCY MAY PATH (SANDPIPER)	C/O ALEXA A MISLITSKI ESQ 25 MID TECH DRIVE SUITE C	WEST YARMOUTH	MA	02673
804	91-14-804-R (7-11-7)	GLASHOW JASON & JILL	69 KINGFISHER CARTWAY	17 BROOKFIELD ROAD	WELLESLEY	MA	02481
805	91-14-805-R (7-11-8)	HOOPER JOHN L & JOANNE L TRUSTEES	71 KINGFISHER CARTWAY	PO BOX 1546	BREWSTER	MA	02631
806	91-14-806-R (7-11-9)	SAND CASTLE COTTAGE LLC	62 KINGFISHER CARTWAY	47 VERDUN AVENUE	NEW ROCHELLE	NY	10804
807	91-14-807-R (7-11-10)	DOMONKOS ANDREW P	60 KINGFISHER CARTWAY	12 JOANNA DRIVE	RUTLAND	MA	01543
817	91-37-0-R (7-12)	29 CAPTAIN DUNBAR LLC	29 CAPTAIN DUNBAR ROAD	7 CENTRAL STREET	SOUTH EASTON	MA	02375
818	91-38-0-R (7-13)	WILSON LOUISE	35 CAPTAIN DUNBAR ROAD	342 6TH AVENUE APT #4	BROOKLYN	NY	11215
819	91-38-0-R (7-14)	ROBERTS PAUL G & ANNETTE R	41 CAPTAIN DUNBAR ROAD	287 LANGLEY ROAD	NEWTON	MA	02459
820	91-40-0-R (7-15)	WALLIS PETER W	47 CAPTAIN DUNBAR ROAD	355 HEATH'S BRIDGE ROAD	CONCORD	MA	01742
821	91-41-0-R (7-16)	FASMAN STEVEN L & CAROL G	51 CAPTAIN DUNBAR ROAD	27 CLUB POINTE DRIVE	WHITE PLAINS	NY	10605

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
822	91-42-0-E (7-18-1)	BREWSTER TOWN OF	0 ELLIS LANDING ROAD	2198 MAIN STREET	BREWSTER	MA	02631

<p>91-14-798-R</p> <p>KADDIS MINA J &amp; NANCY 151 TREMONT STREET 12E BOSTON, MA 02111</p>	<p>91-14-799-R</p> <p>SAND SWEEP COTTAGE LLC 47 VERDUN AVEUNE NEW ROCHELL, NY 10804</p>	<p>91-14-800-R</p> <p>COUGHLIN DOUGLAS &amp; VERONICA 25 WALDEN STREET NEWTON, MA 02460</p>
<p>91-14-801-R</p> <p>GILLESPIE DAVID A &amp; SABETTI SUSAN T TF GILSAB JOINT TRUST 47 TUCKER RIDGE COURT HILTON HEAD, SC 29926</p>	<p>91-14-802-R</p> <p>MARATEA JOHN &amp; ERIN 19 LAURELWOOD DRIVE NORWELL, MA 02061</p>	<p>91-14-803-R</p> <p>ELLIS MANAGEMENT LLC C/O ALEXA A MISLITSKI ESQ 25 MID TECH DRIVE SUITE C WEST YARMOUTH, MA 02673</p>
<p>91-14-804-R</p> <p>GLASHOW JASON &amp; JILL 17 BROOKFIELD ROAD WELLESLEY, MA 02481</p>	<p>91-14-805-R</p> <p>HOOPER JOHN L &amp; JOANNE L TRUSTEES PO BOX 1546 BREWSTER, MA 02631</p>	<p>91-14-806-R</p> <p>SAND CASTLE COTTAGE LLC 47 VERDUN AVENUE NEW ROCHELLE, NY 10804</p>
<p>91-14-807-R</p> <p>DOMONKOS ANDREW P 12 JOANNA DRIVE RUTLAND, MA 01543</p>	<p>91-37-0-R</p> <p>29 CAPTAIN DUNBAR LLC 7 CENTRAL STREET SOUTH EASTON, MA 02375</p>	<p>91-38-0-R</p> <p>WILSON LOUISE 342 6TH AVENUE APT #4 BROOKLYN, NY 11215</p>
<p>91-39-0-R</p> <p>ROBERTS PAUL G &amp; ANNETTE R 287 LANGLEY ROAD NEWTON, MA 02459</p>	<p>91-40-0-R</p> <p>WALLIS PETER W 355 HEATH'S BRIDGE ROAD CONCORD, MA 01742</p>	<p>91-41-0-R</p> <p>FASMAN STEVEN L &amp; CAROL G 27 CLUB POINTE DRIVE WHITE PLAINS, NY 10605</p>
<p>91-42-0-E</p> <p>BREWSTER TOWN OF 2198 MAIN STREET BREWSTER, MA 02631</p>		





# ANCHOR MARINE INC.

---

Quality marine construction since 1968

**CHRISTIAN J. NORGEOT**

P.O. Box 172

South Orleans, MA 02662

## ELLIS LANDING STAGING PERMIT REQUEST

Site : 10 on Nancy May Path, 35,41,47 and 51 Captain Dunbar.

Proposed Work: sand nourishment 300 cy

We will be using a rubber tired front end loader and mid sized tracked excavator.

Overnight Storage: We will be storing a rubber tired front end loader and a mid sized tracked excavator and 300 cubic yards of sand during the project.

Start ~~4/22/24~~ 4/26/24

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

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

Brewster, MA 02631

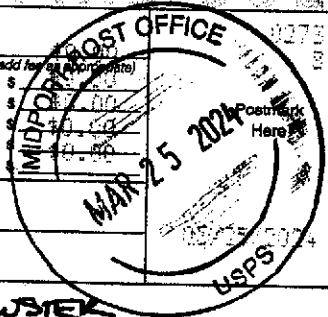
Certified Mail Fee \$4.40

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

Postage \$0.68

Total Postage and Fees \$5.08

Sent To  
TOWN OF BREWSTER  
Street and Apt. No., or PO Box No.  
2198 MAIN ST  
City, State, ZIP+4®  
BREWSTER MA 02631



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

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

Brewster, MA 02631

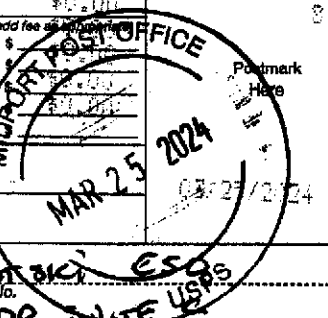
Certified Mail Fee \$4.40

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

Postage \$0.68

Total Postage and Fees \$5.08

Sent To  
ALEXA MISLAKI ESQ  
Street and Apt. No., or PO Box No.  
25 MID TOWN DR SUITE 100  
City, State, ZIP+4®  
WESTPORT MA 02673



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

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

New Rochelle, NY 10801

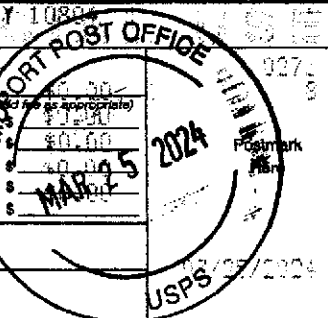
Certified Mail Fee \$4.40

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

Postage \$0.68

Total Postage and Fees \$5.08

Sent To  
SAND CARLE COTTAGE LLC  
Street and Apt. No., or PO Box No.  
47 VERDUN AVENUE  
City, State, ZIP+4®  
NEW ROCHELLE NY 10804



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

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

Norwell, MA 02061

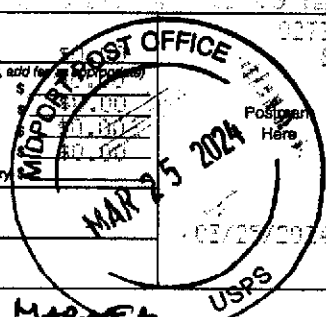
Certified Mail Fee \$4.40

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

Postage \$0.68

Total Postage and Fees \$5.08

Sent To  
JOHNTERIN MARXIA  
Street and Apt. No., or PO Box No.  
19 LAURELWOOD DR  
City, State, ZIP+4®  
NORWELL MA 02061



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

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

Newtonville, MA 02460

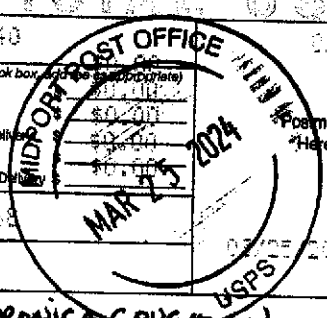
Certified Mail Fee \$4.40

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

Postage \$0.68

Total Postage and Fees \$5.08

Sent To  
DOYLAKE VERONICA COUGHLIN  
Street and Apt. No., or PO Box No.  
25 WALDEN ST  
City, State, ZIP+4®  
NEWTON MA 02460



PS Form 3800, January 2023 See Reverse for Instructions

PS Form 3800, January 2023 See Reverse for Instructions

PS Form 3800, January 2023 See Reverse for Instructions

PS Form 3800, January 2023 See Reverse for Instructions

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

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

Boston, MA 02111

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.68
Total Postage and Fees	\$5.08

Sent To  
 MINA + NANCY KADDIS  
 Street and Apt. No., or PO Box No.  
 151 TREMONT ST, 12E  
 City, State, ZIP+4®  
 BOSTON, MA 02111

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

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

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

Hilton Head Island, SC 29926

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.68
Total Postage and Fees	\$5.08

Sent To  
 O. GUNNIE S. SABEM  
 Street and Apt. No., or PO Box No.  
 47 TUCKER RIDGE CT  
 City, State, ZIP+4®  
 HILTON HEAD, SC 29926

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

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

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

Wellesley Hills, MA 02481

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.68
Total Postage and Fees	\$5.08

Sent To  
 JASON JIM GLASNOW  
 Street and Apt. No., or PO Box No.  
 17 BROOK FLD RD  
 City, State, ZIP+4®  
 WELLESLEY, MA 02481

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

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

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

Rutland, MA 01543

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.68
Total Postage and Fees	\$5.08

Sent To  
 ANDREW DOMONKOS  
 Street and Apt. No., or PO Box No.  
 12 JOYNA DR  
 City, State, ZIP+4®  
 RUTLAND MA 01543

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

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

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

New Rochelle, NY 10801

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.68
Total Postage and Fees	\$5.08

Sent To  
 SAND SWIFT LODGE LLC  
 Street and Apt. No., or PO Box No.  
 47 VERDUN AVENUE  
 City, State, ZIP+4®  
 NEW ROCHELLE, NY 10801

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

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

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

South Boston, MA 02375

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.68
Total Postage and Fees	\$5.08

Sent To  
 29 CAPT DUNBAR LLC  
 Street and Apt. No., or PO Box No.  
 7 CENTRAL ST  
 City, State, ZIP+4®  
 SOUTH BOSTON, MA 02375

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions



## Town of Brewster

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

Office of:  
Select Board  
Town Manager

April 8, 2024

Christian J. Norgeot  
P.O. Box 172  
South Orleans, MA 02662

RE: Access to Point of Rocks beach for Sand Nourishment, Anchor Marine Inc.

Dear Mr. Norgeot;

Permission to utilize the Town's property at Point of Rocks beach for the purpose of sand nourishment at 30 Swift Lane has been granted to Anchor Marine Inc. of South Orleans. This approval is contingent upon:

1. Access from Point of Rocks beach shall be granted beginning at **sunrise on Monday, April 22, 2024 to sunset, Friday, April 26, 2024** for supplying approximately 21 cubic yards of sand to the property. Access shall be allowed for one rubber tired front-end loader and one mid-sized tracked excavator.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above listed equipment, including the 21 cubic yards of sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and Anchor Marine Inc must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at Point of Rocks beach, as well as residents.
5. Prior to the use of the landing, a minimum eighteen inch (18") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

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

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

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

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

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

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

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

Sincerely,

*Conor Kenny*

Conor Kenny  
Project Manager

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





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

OFFICE OF  
CONSERVATION COMMISSION

## Town Landing and Public Beach Access Request Form

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

### Town Landing and Public Beach Access Information

Town Landing and Beach where access is requested: POINT OF ROCKS

Proposed start and finish dates: 4/22 - 4/26

Estimated duration of work: 3 DAYS

Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

### Contractor Information

Name of contractor(s) performing work: ANCHOR MARINE INC

Phone number for contractor(s): 508 432 2656

Email for contractor(s): anchormarinema@gmail.com

Address of contractor(s): 299 COMMERCIAL PARK S. CHATHAM

### Property Information

Address of property where work is to be performed: 30 SWIFT LANE

Property owner(s): GARY GALONER

Phone number of owner(s): [REDACTED]

Email of owner(s): [REDACTED]

Conservation Permit Number for work: SE 9-1868

Submit Conservation performance bond if applicable under the Orders of Conditions

Submit sieve analysis and source information for nourishment sand

Submit sieve analysis for existing sand on the property

Submit written work notice and "before" photos of the project site

Attachments:



1573 Main Street  
Brewster, MA 02631

**BENNETT ENVIRONMENTAL ASSOCIATES, LLC**

A Natural Systems Utilities Company

LICENSED SITE PROFESSIONALS, ENVIRONMENTAL SCIENTISTS, GEOLOGISTS, ENGINEERS

Phone: 508-896-1706

Fax: 508-896-5109

**SIEVE ANALYSIS DATA AND COMPUTATION SHEET**

Date: 3/22/2024 Sheet 1 of 1

Job Name: Merchant Job Number: K10740B

Sample Number: 1/4" Screened Sand

Sample Collected by: Merchant Sample Tested by: Jacob Guthrie

Notes: Sand: 92.61% Silt/Clay: 0.0% USCS: SP  
 D60 ~ 0.623 D10 ~ 0.257 Coefficient of Uniformity = D60/D10 = 2.422  
 D30 ~ 0.257 Coefficient of Curvature = D30<sup>2</sup>/(D60\*D10) = 0.847

SIEVE OPENING IN MILLIMETERS	SIEVE MESH	WEIGHT RETAINED IN GRAMS (Cumulative)		PERCENT RETAINED (Cumulative)		CUMULATIVE PERCENT FINER	PROJECT MANUAL SPECIFICATION (USCS)
4.75	4	5.2	5.2	1.05	1.05	98.95	Very Fine Gravel
4	5	3.0	8.2	0.60	1.65	98.35	
2.36	8	18.7	26.9	3.77	5.42	94.58	Very Course Sand
2	10	9.8	36.7	1.97	7.39	92.61	
1.7	12	16.1	52.8	3.24	10.64	89.36	
1	18	97.6	150.4	19.67	30.30	69.70	Coarse Sand
0.5	35	203.2	353.6	40.94	71.25	28.75	Medium Sand
0.3	50	94.5	448.1	19.04	90.29	9.71	Fine Sand
0.25	60	14.4	462.5	2.90	93.19	6.81	
0.125	100	25.6	488.1	5.16	98.35	1.65	Very Fine Sand
0.075	200	5.9	494.0	1.19	99.54	0.46	Silt/Clay
PAN	PAN	2.3	496.3	0.46	100.00	0.00	
<b>PASSED MESH SIEVE TOTAL</b>		496.3		99.94%			

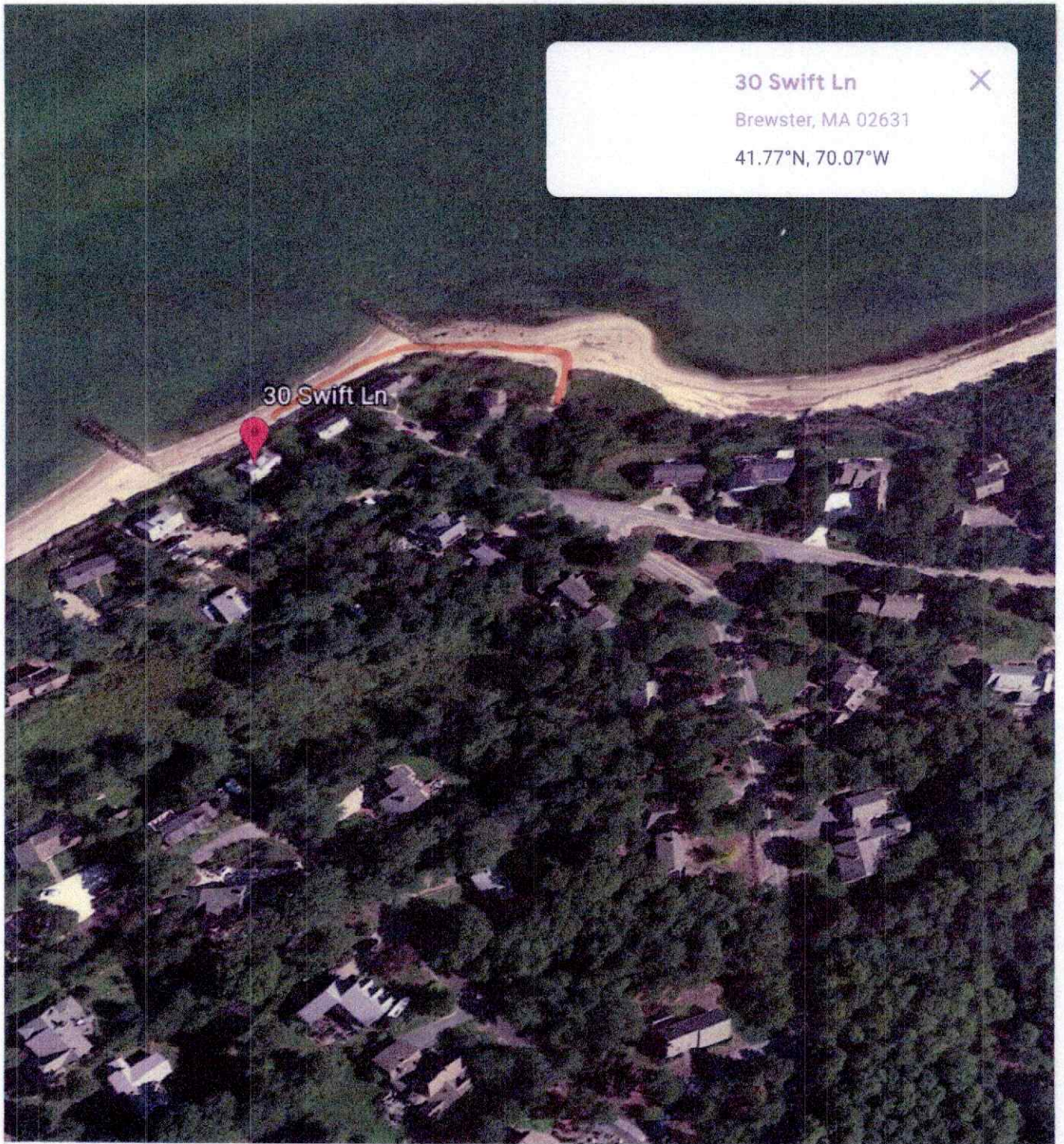
Sample Weight Wet: 500 g

Sample Weight Dry: 496.6 g

Percent Moisture: 0.7 %

Sample Weight Passed Through Sieves: 496.3 g





30 Swift Ln ✕  
 Brewster, MA 02631  
 41.77°N, 70.07°W

30 Swift Ln

# Access Route



100%



Camera: 385 m 41°46'16"N 70°04'03"W 11 m



# **ANCHOR MARINE INC.**

---

Quality marine construction since 1968

**CHRISTIAN J. NORGEOT**

P.O. Box 172

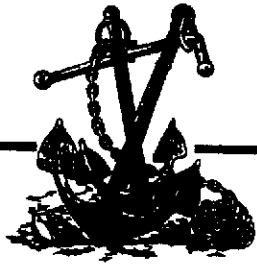
South Orleans, MA 02662

## **POINT OF ROCKS**

Proposed Work: Nourishment

Overnight Storage: John Deere Loader, mini-tracked excavator, 21 cubic yards of sand.





# ANCHOR MARINE INC.

---

Quality marine construction since 1968

**CHRISTIAN J. NORGEOT**

P.O. Box 172

South Orleans, MA 02662

Point of Rocks Staging Permit Request

Site: 30 Swift Lane  
Map 69 Lot 79

Proposed work: sand nourishment 21 cubic yards

We will be using a rubber tired front end loader and a mid sized tracked excavator.

Overnight Storage: We will be storing a rubber tired front end loader and a mid sized tracked excavator and 21 cubic yards of sand during the project.

Start?Finish?Duration?Dates: This is a 3 day job.

[anchormarinema@gmail.com](mailto:anchormarinema@gmail.com)

Chatham: 508-432-2656 Orleans: 508-255-2577

Fax: 508-432-2657

Owner affirmation of responsibility for work and  
5-day request for site inspection/notice of work for  
Order of Conditions

To:  
Brewster Conservation Commission  
2198 Main Street  
BREWSTER, MA, 02631

(Date of Request for Site Inspection)

Order of Conditions (SE 9-1868) - Order of Conditions recorded at the Registry of Deeds or  
Land Court, Barnstable County on 4/2/21

Location of project - Street 30 SWIFF LN Assessor's Map 69 Parcel 97

I, Craig Norbert (Contractor), wish to schedule a site visit with an agent of the  
Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take  
place at the following date and time: \_\_\_\_\_

The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was  
submitted to the Conservation Department for the project file. I understand that work shall commence only  
with approval of the Conservation Agent, and that any work activities which have commenced prior to an  
inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of  
up to \$300.00 per day.

The type of work is required annual sand nourishment  
(dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control  
barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form  
shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 508 432 2656

Signature of Contractor [Signature]

Signature of Owner [Signature] This form shall serve as proof that I, the  
owner of the above referenced property, have read and understand the terms of this Order of Conditions, and  
am responsible for any violation which occurs on this property.

Signature/Initial of Conservation Agent \_\_\_\_\_ The required erosion controls were installed  
according to the plans approved by the Conservation Commission.

Work notification and affirmation of responsibility/site visit/ forms 10/15/07

CALONER 2024

HUB INTERNATIONAL NEW ENGLAND, LLC

300 BALLARDVALE ST

Agency Code #: 3200937

Agency Telephone No.: 978-657-5100

WILMINGTON

MA

01887

Bond Number: BLND529366

Date of Billing: 1/26/2024

Type of Bond Generic - License and Permit (Third Party Liability)  
909

Name of Obligees: Town of Brewster

**Billing Type for this bond version:**

Direct Bill

Bond Amount: 20,000.00

Bond Premium: 500.00

Written By: The Hanover Insurance Company

State Surcharge: 0.00

Effective Date: 3/20/2024

Total Premium: 500.00

Expiration Date: 3/20/2027

Commission: 30.0%

Thank you for using Hanover's BONDirect online point of sale application!

Agent: The INVOICE below may be used as a Billing Notice to your Customer.

**INVOICE**

Anchor Marine, Inc.

Date of Invoice: 1/26/2024

P.O. Box 172

Bond Number: BLND529366

South Orleans

MA

02662

Type of Bond: Generic - License and Permit (Third Party Liability) 909

Name of Obligees: Town of Brewster

Bond Amount: 20,000.00

Written By: The Hanover Insurance Company

Agency Code #: 3200937

Effective Date: 3/20/2024

Expiration Date: 3/20/2027

Agency Telephone No. 978-657-5100

Total Premium Due: 500.00

To: Town of Brewster  
2198 Main St  
Brewster MA 02631-1852

Date: 1/26/2024

Bond Number BLND529366  
issued to Anchor Marine, Inc.  
in favor of Town of Brewster  
nature of risk Generic - License and Permit (Third Party Liability) 909

Continuation shall be effective March 20, 2024 thru March 20, 2027

It is hereby agreed that the captioned policy is continued in force for the policy period shown above.

This continuation shall be deemed a part of the original policy and not a new obligation, no matter how long the policy has been in force or how many premiums are paid for the policy, unless otherwise provided for by statute or applicable regulation.

In witness whereof, The Hanover Insurance Company has caused this instrument to be signed by its Authorized Signer this 26th day of January, 2024.

Signed and sealed: Anne Higginbottom, Attorney-in-Fact

Bond Amount: \$ 20,000.00

Premium: \$ 500.00



cc: Principal Name Anchor Marine, Inc.  
Principal Address P.O. Box 172  
City, State, Zip South Orleans MA 02662


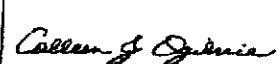
Agency Name HUB INTERNATIONAL NEW ENGLAND, LLC Agency code 3200937  
Agency Address 300 BALLARDVALE ST  
City, State, Zip WILMINGTON MA 01887





# CERTIFICATE OF REGISTRATION

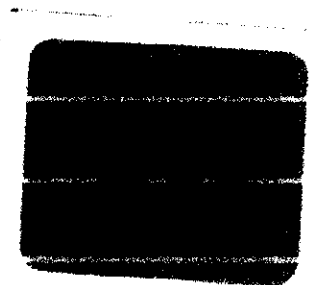
M.G.L. Chapter 90 section 24B makes it a crime to alter this Certificate  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Plate Type CON	Registration Type COMMERCIAL	Plate Number G11575	Effective Date 01-Jan-2024	Title Number BA702934	Expires On →	Month 12	Year 24
Model Year 2003	Make DEER	Model LOAD	Model Number	Body Style TRACT	Color(s) YELLOW	Vehicle Identification Number DW624HX587293	
Residential Address (If Different than Mailing)						Total Registered Weight for Commercial Vehicle or Trailer 34000	
Garage Address UNKNOWN CHATHAM MA 000000000						US DOT Number for Commercial Vehicle	
Name(s) of Owner(s) and Mailing Address  13077 ANCHOR MARINE INC BX 172 S ORLEANS, MA 02882-0172						Insurance Company SAFETY INSURANCE COMPANY	
Lessee/in Custody Of						Maximum Seating Capacity for Vehicles for Hire	
Special Message						Change of Address <input type="checkbox"/> Residential <input type="checkbox"/> Mailing <input type="checkbox"/> Garage	
						 Registrar of Motor Vehicles	

## Important Information for Vehicle Owners

- Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit [Mass.Gov/RMV](http://Mass.Gov/RMV) to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at [www.mass.gov/rmv](http://www.mass.gov/rmv) for more information.
- Cancel the registration plates if:**
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

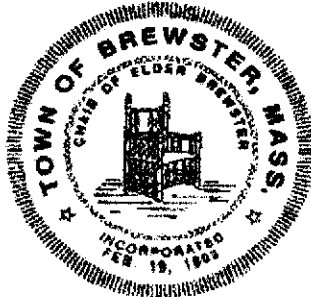
242942339



IMPORTANT: PEEL EXPIRATION DECAL & ADHERE TO TOP RIGHT OF THE REAR LICENSE PLATE



2024



Town of Brewster  
2198 Main Street  
Brewster, MA 02631  
Phone: (508) 896-3701 ext. 1137  
[www.brewster-ma.gov](http://www.brewster-ma.gov)  
sacheson@brewster-ma.gov

ASSESSORS OFFICE USE:

**Certified Abutters List Request Form**  
*Processing may take up to 10 calendar days*

**Property Information**

Parcel ID Map: 69 Lot: 79

Location/Address: 30 SWIFT LANE

Owner of Record: GARY GALONEK

**Reason for Request:** Please check the appropriate Board, Commission or Committee

- Historic District Committee
- Conservation Commission
- Zoning Board of Appeals
- Board of Health
- Planning Board
- Select Board's Office

*\*All requests will include mailing labels*

**Applicant Information**

Name: ANCHOR MARINE  
CHRIS NORBERT

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

Signature: [Handwritten Signature]

Email: anchormarine.ma@gmail.com

Fee: \$1.00 per page of labels  Paid at time of Request  Pay at time of pick up

*Email - please*

**TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK**

Case file # \_\_\_\_\_

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

Clerk Signature \_\_\_\_\_

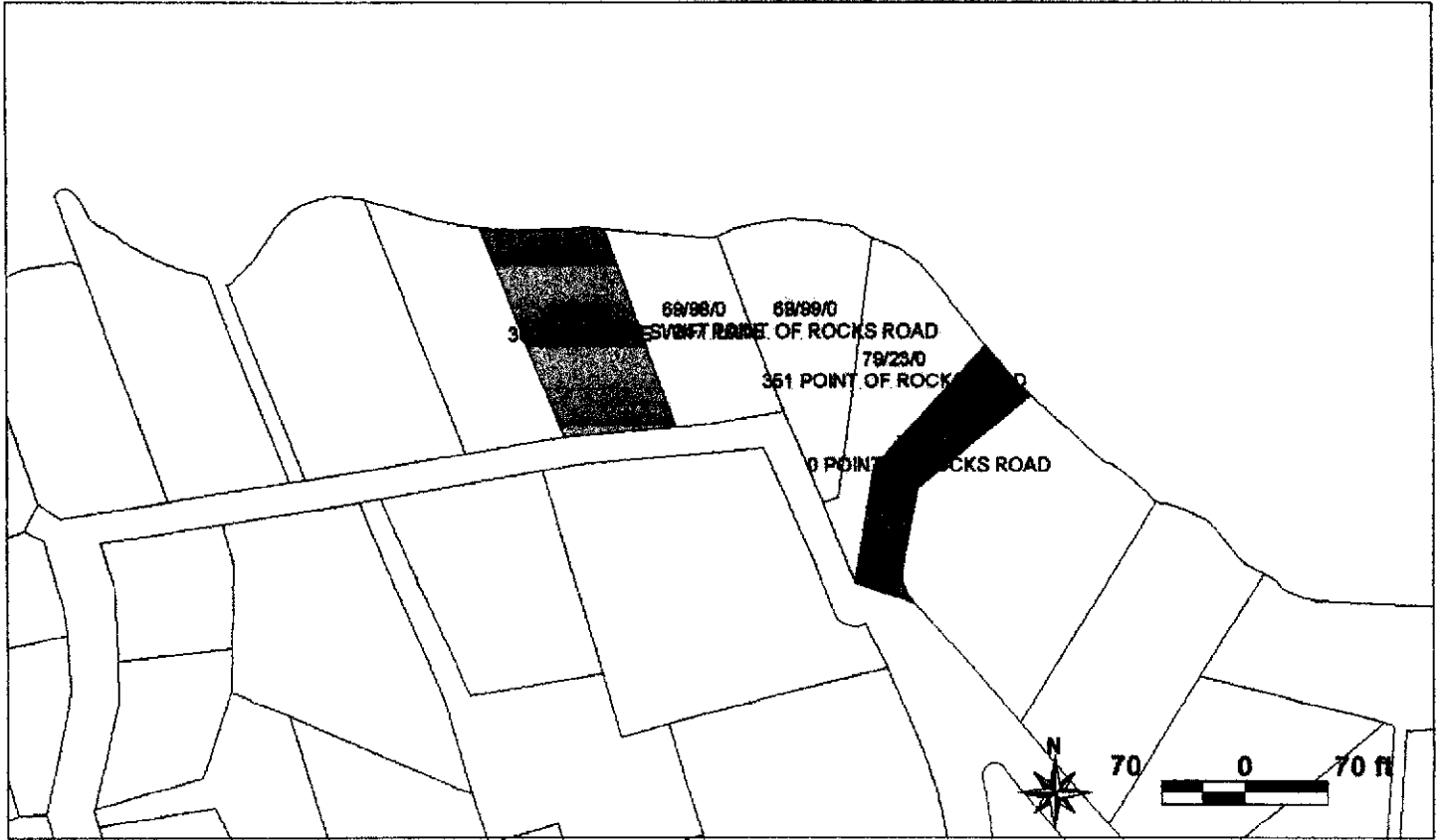


TOWN OF BREWSTER, MA  
 BOARD OF ASSESSORS  
 2198 Main Street Brewster, MA 026

Certified by:

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

Custom Abutters List for Parcel 69/97/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
613	69-97-0-R (6-3)	30 SWIFT LLC	30 SWIFT LANE	C/O EDWARD GALONEK JR P O BOX 980	FIKSDALE	MA	01518
615	69-68-0-R (6-5)	20 SWIFT LANE LLC	20 SWIFT LANE	215 UNDERWOOD ST	HOLLISTON	MA	01746
610	69-98-0-R (6-6)	SULLIVAN RAYMOND A TRUSTEE & SULLIVAN JEANNE C TRUSTEE	347 POINT OF ROCKS ROAD	PO BOX 1097	BREWSTER	MA	02601
617	79-23-0-R (6-7)	SHEFF DOUGLAS K	351 POINT OF ROCKS ROAD	63 ATLANTIC AVENUE UNIT 8B	BOSTON	MA	02110
618	79-24-0-E (6-7.1)	BREWSTER TOWN OF POINT OF ROCKS ROAD	0 POINT OF ROCKS ROAD	2198 MAIN STREET	BREWSTER	MA	02631

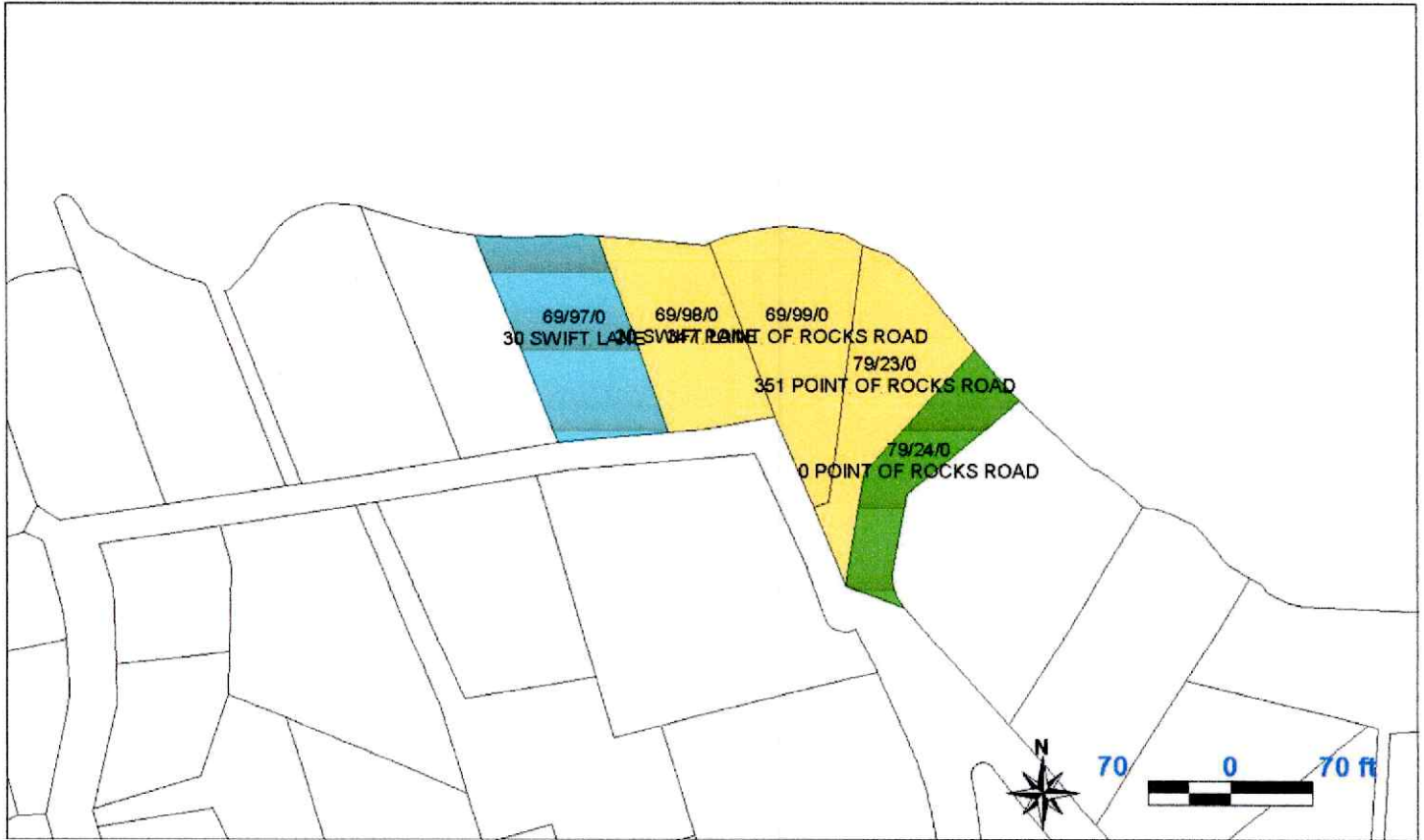


TOWN OF BREWSTER, MA  
 BOARD OF ASSESSORS  
 2198 Main Street Brewster, MA 02631

Certified by:

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

Custom Abutters List for Parcel 69/97/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
613	69-97-0-R (6-3)	30 SWIFT LLC	30 SWIFT LANE	C/O EDWARD GALONEK JR P O BOX 980	FISKDALE	MA	01518
615	69-98-0-R (6-5)	20 SWIFT LANE LLC	20 SWIFT LANE	215 UNDERWOOD ST	HOLLISTON	MA	01746
616	69-99-0-R (6-6)	SULLIVAN RAYMOND A TRUSTEE & SULLIVAN JEANNE C TRUSTEE	347 POINT OF ROCKS ROAD	PO BOX 1067	BREWSTER	MA	02631
617	79-23-0-R (6-7)	SHEFF DOUGLAS K	351 POINT OF ROCKS ROAD	63 ATLANTIC AVENUE UNIT 8B	BOSTON	MA	02110
618	79-24-0-E (6-7-1)	BREWSTER TOWN OF POINT OF ROCKS ROAD	0 POINT OF ROCKS ROAD	2198 MAIN STREET	BREWSTER	MA	02631

69-97-0-R

30 SWIFT LLC  
C/O EDWARD GALONEK JR  
P O BOX 980  
FISKDALE, MA 01518

69-98-0-R

20 SWIFT LANE LLC  
215 UNDERWOOD ST  
HOLLISTON, MA 01746

69-99-0-R

SULLIVAN RAYMOND A TRUSTEE &  
SULLIVAN JEANNE C TRUSTEE  
PO BOX 1067  
BREWSTER, MA 02631

79-23-0-R

SHEFF DOUGLAS K  
63 ATLANTIC AVENUE  
UNIT 8B  
BOSTON, MA 02110

79-24-0-E

BREWSTER TOWN OF  
POINT OF ROCKS ROAD  
2198 MAIN STREET  
BREWSTER, MA 02631





# ANCHOR MARINE INC.

---

Quality marine construction since 1968

**CHRISTIAN J. NORGEOT**

P.O. Box 172

South Orleans, MA 02662

Dear Abutter,

March 23, 2024

This letter is to inform you in accordance of the rules of the town of Brewster that requires notifying abutters of work being done at 30 Swift Lane. We will be doing required annual nourishment. We are currently seeking a staging permit for Point of Rocks Landing and hope to do the work the week of April 22-26, 2024.

Respectfully,

A handwritten signature in black ink, appearing to read 'Christine E. Norgeot', written over a faint circular stamp or watermark.

Christine E. Norgeot  
Vice-President

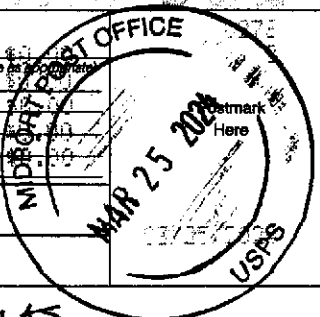
U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

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

Boston, MA 02110

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$5.08
Sent To	SHEFF DOUGLAS
Street and Apt. No., or PO Box No.	63 ATLANTIC AVE UNIT 8B
City, State, ZIP+4®	BOSTON MA 02110

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



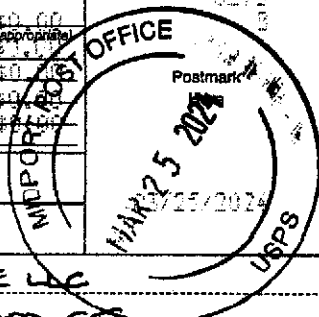
U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

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

Holliston, MA 01746

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$5.08
Sent To	20 SWIFT LANE LLC
Street and Apt. No., or PO Box No.	215 UNDERWOOD ST
City, State, ZIP+4®	HOLLISTON MA 01746

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



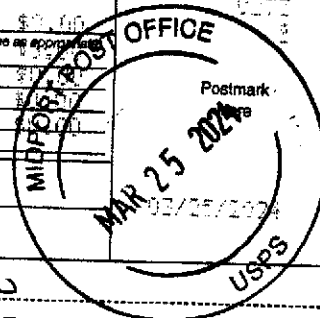
U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

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

Brewster, MA 02631

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$5.08
Sent To	RAY SULLIVAN
Street and Apt. No., or PO Box No.	P.O. BOX 1067
City, State, ZIP+4®	BREWSTER MA 02631

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



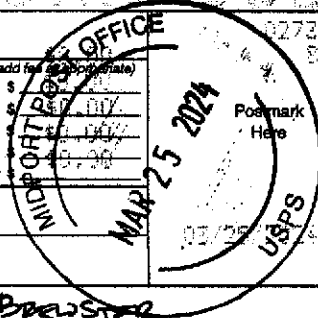
U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

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

Brewster, MA 02631

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$5.08
Sent To	TOWN OF BREWSTER
Street and Apt. No., or PO Box No.	218 MAIN ST
City, State, ZIP+4®	BREWSTER MA 02631

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions





## Town of Brewster

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

Office of:  
Select Board  
Town Manager

April 9, 2024

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

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

Dear Mr. Lager;

Permission to utilize the Town's property at Breakwater Beach for the purpose of sand nourishment at 268 Breakwater Road has been granted to SumCo Eco-Contracting, LLC of Peabody. This approval is contingent upon:

1. Access from Breakwater Beach shall be granted beginning at **sunrise on Monday, Monday April 15, 2024, to sunset, Friday, April 26, 2024** for supplying approximately 103 cubic yards of sand to the property. Access shall be allowed for one skid steer and one mini excavator.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above listed equipment, including the sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and SumCo Eco-Contracting, LLC must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at Breakwater Beach, as well as residents.
5. Prior to the use of the landing, a minimum eighteen inch (18") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

6. Work shall be coordinated to take place during low tides in order to prevent vehicular equipment traffic over the drainage structures, pipes, groins and/or private property.
7. The contractor shall provide a certificate of insurance that shall certify valid liability insurance coverage in the minimum amount of \$1,000,000 throughout the duration of the use of the landing. (received)
8. The contractor shall provide a \$20,000 bank check or bond, to be held by the Town as financial assurance of performance and to cover the potential cost of reparations of any damage to the Town's property. (received)
9. The contractor shall be required to take and provide photographs, taken prior to the start of any construction work, showing the pre-construction conditions of the parking and landing area and the public beach. These photos shall be submitted to the Conservation Department and the Select Board's Office.
10. All excess sand cover shall be cleared from the landing upon completion of the work and utilized to restore base-line beach profiles, if doing so would be consistent with the Order of Conditions issued by the Conservation Commission in relation to this project.
11. The Town Administrator's office (in addition to the Conservation Commission Office and DPW) shall be notified when "on-site" phase meetings are scheduled. Advance notice of a minimum of 24 hours shall be provided to the Select Board/Town Manager's Office, the Conservation Commission and the DPW prior to staging and commencement of work. At least one representative from the Town should meet the contractor on-site, prior to commencement to ensure adequate coordination (This meeting has taken place).

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

Sincerely,

*Conor Kenny*

Conor Kenny  
Project Manager

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



## TOWN OF BREWSTER

1657 MAIN STREET

BREWSTER, MA 02631

PHONE: (508) 896-4546

FAX: (508) 896-8089

CONSERVATION@BREWSTER-MA.GOV

OFFICE OF  
CONSERVATION COMMISSION

### Town Landing and Public Beach Access Request Form

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

---

#### Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: **Breakwater**
- Proposed start and finish dates: **April 15-April 26, 2023**
- Estimated duration of work: 1 day
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided.

---

#### Contractor Information

- Name of contractor(s) performing work: **SumCo Eco-Contracting, LLC**
- Phone number for contractor(s): **office 978-744-1515 Cell Michael Bonner 978-518-6098**
- Email for contractor(s): **Mbonner@sumcoeco.com** (Michael Bonner)
- Address of contractor(s): **2 Centennial Drive, Peabody, MA 01960**

---

#### Property Information

- Address of property where work is to be performed: **268 Breakwater Rd**
- Property owner(s): **James Lieb**
- Phone number of owner(s): \_\_\_\_\_
- Email of owner(s): **[REDACTED]**
- Conservation Permit Number for work: **SE 9-1582**
  - Submit Conservation performance bond if applicable under the Orders of Conditions
  - Submit sieve analysis and source information for nourishment sand
  - Submit sieve analysis for existing sand on the property
  - Submit written work notice and "before" photos of the project site





**TOWN OF BREWSTER**

**1657 MAIN STREET**

**BREWSTER, MA 02631**

PHONE: (508) 896-4546

FAX: (508) 896-8089

CONSERVATION@BREWSTER-MA.GOV

OFFICE OF  
CONSERVATION COMMISSION

---

**Attachments:**

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

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

---

**Work involves provision of about 28 tons of sand to nourish the property. The sand would be delivered to the Breakwater Beach Parking area and then moved by skid steer to the property and placed over the drift fence with a mini excavator. The work would take 1 day.**



51°  
38 AQI



# Sand nourishment



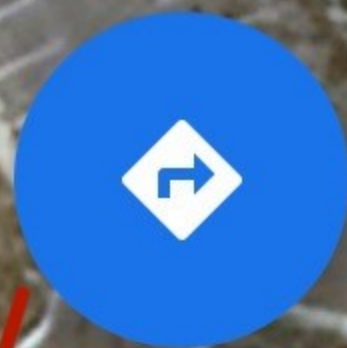
268 Breakwater Rd  
Recently viewed

Access

Breakwater Rd

Break

Google







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>Producer</b>  Innovative Risk Solutions Insurance Agency, LLC 31 Thompson Road, Suite 5, PO BOX 777 Webster, MA 01570	<b>CONTACT NAME:</b> Thomas Durkin <b>PHONE (A/C. No. Ext):</b> 978-815-6409 <b>E-MAIL ADDRESS:</b> tdurkin@irsia.com		<b>FAX (A/C. No.):</b> 978-923-7986
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  SumCo Eco-Contracting, LLC  2 Centennial Drive Ste 4D  Peabody MA 01960	<b>INSURER A:</b> Allmerica Financial Benefits Ins		41840
	<b>INSURER B:</b> Colony Insurance Company		39993
	<b>INSURER C:</b> Hanover Insurance		22292
	<b>INSURER D:</b> Starr Indemnity & Liability Company		38318
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 14186 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> CPL-POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	FDN-D241085-06	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION/OCC: \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MA: AWN-D241203-06 NJ: AWN-H414508-03	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC306998	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHN-D902868-04	05/12/2023	05/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	Y	Y	PACE306997-05	05/01/2023	05/01/2024	Each Occurrence \$ 1,000,000
D	Inland Marine	Y	Y	ITN100065274523	05/01/2023	05/01/2024	leased or rented equipment \$ 1,900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Brewster, MA is included by contract as additional insured on a primary and non-contributory basis. Waiver of subrogation applies on all policies. Project: Jim Lieb, use of Breakwater Landing located in Brewster, MA.

### CERTIFICATE HOLDER

### CANCELLATION

Town of Brewster 2198 Main Street Brewster, MA 02631	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WRITTEN NOTICE WILL BE DELIVERED WITHIN 30 DAYS PER ACCORDANCE TO THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Thomas P. Durkin</i> Thomas P. Durkin

© 1988-2015 ACORD CORPORATION. All rights reserved.



30 SOUTH ROAD • FARMINGTON, CT 06032 • TELEPHONE: (860) 415-8400

*CONTINUATION CERTIFICATE*

**BOND NO:** F23122  
**ON BEHALF OF:** SUMCO ECO-CONTRACTING, LLC  
**IN FAVOR OF:** TOWN OF BREWSTER  
**BOND AMOUNT:** \$20,000.00

ACSTAR Insurance Company hereby agrees to continue said bond in force for the further period:

Beginning on December 31, 2023

and

Continuing through August 24, 2024

All other terms and conditions remain unchanged.

Signed and sealed this 5<sup>th</sup> day of March, 2024.

ACSTAR Insurance Company

A handwritten signature in black ink, appearing to read "Gary M. Case", written over a horizontal line.

Gary M. Case, Esq.  
Vice President & General Counsel

GMC/hls



Owner affirmation of responsibility for work and  
5-day request for site Inspection/notice of work for  
Order of Conditions

To:  
Brewster Conservation Commission  
1657 Main Street  
BREWSTER, MA, 02631

03-20-24

(Date of Request for Site Inspection)

Order of Conditions (SE 9- 1582) - Order of Conditions recorded at the Registry of Deeds or  
Land Court, Barnstable County on \_\_\_\_\_.

Location of project - Street 268 Breakwater Road Assessor's Map 36 Parcel 37

I, Michael Bonner- SumCo Eco Contracting (Contractor), wish to schedule a site visit with an agent of the  
Conservation Commission to inspect the siltation barrier for this project. I would like the inspection to take  
place at the following date and time: TBD

The Order was recorded at the Registry of Deeds or Land Court, Barnstable, and proof of recording was  
submitted to the Conservation Department for the project file. I understand that work shall commence only  
with approval of the Conservation Agent, and that any work activities which have commenced prior to an  
inspection and approval by the Conservation Commission may result in a "cease and desist" order and fine of  
up to \$300.00 per day.

The type of work is Sand Nourishment  
(dwelling construction, sewage disposal installation, landscape work, etc.)

Included with this request is a series of photos of the existing wetland edge and the installed erosion control  
barriers. A copy of the Order of Conditions and the approved site plan are available on the site. This form  
shall serve as proof that I have read and understand the terms of this Order of Conditions.

Telephone Number of Contractor 978-518-6098

Signature of Contractor Michael Bonner

Signature of Owner Janna Lieb This form shall serve as proof that I, the  
owner of the above referenced property, have read and understand the terms of this Order of Conditions, and  
am responsible for any violation which occurs on this property.

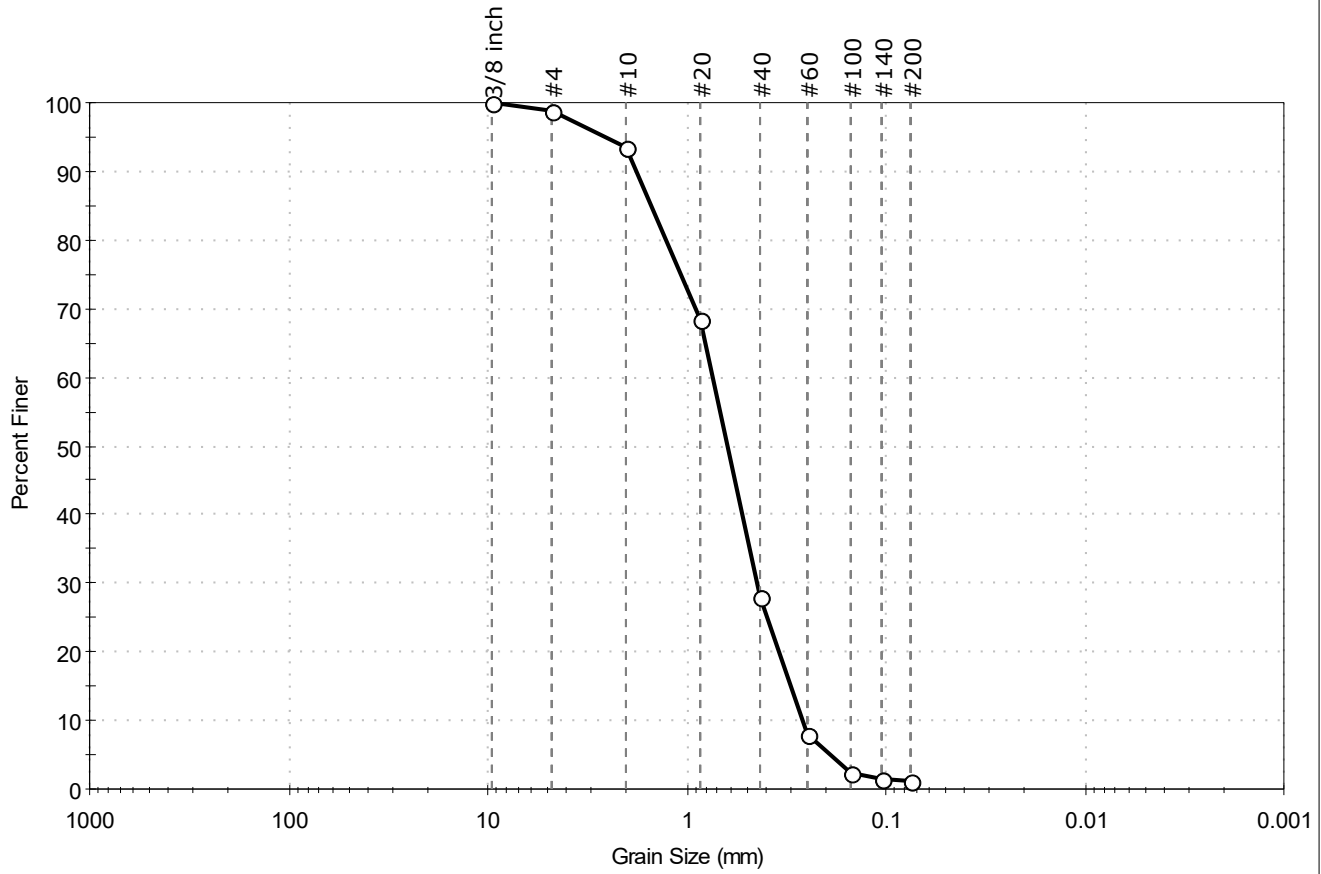
Signature/Initial of Conservation Agent \_\_\_\_\_ The required erosion controls were installed  
according to the plans approved by the Conservation Commission.





Client:	SumCo Eco-Contracting, LLC		
Project:	Brewster, MA		
Location:	Brewster, MA	Project No:	GTX-315358
Boring ID:	---	Sample Type:	bucket
Sample ID:	Beach Sand	Test Date:	04/21/22
Depth:	---	Tested By:	ckg
		Checked By:	bfs
		Test Id:	664811
Test Comment:	---		
Visual Description:	Moist, yellowish brown sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	1.2	97.7	1.1

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
3/8 inch	9.50	100		
#4	4.75	99		
#10	2.00	94		
#20	0.85	68		
#40	0.42	28		
#60	0.25	8		
#100	0.15	2		
#140	0.11	1		
#200	0.075	1.1		

<u>Coefficients</u>	
D <sub>85</sub> = 1.4971 mm	D <sub>30</sub> = 0.4391 mm
D <sub>60</sub> = 0.7367 mm	D <sub>15</sub> = 0.3011 mm
D <sub>50</sub> = 0.6200 mm	D <sub>10</sub> = 0.2640 mm
C <sub>u</sub> = 2.791	C <sub>c</sub> = 0.991

<u>Classification</u>	
<u>ASTM</u>	Poorly graded SAND (SP)
<u>AASHTO</u>	Stone Fragments, Gravel and Sand (A-1-b (1))

<u>Sample/Test Description</u>	
Sand/Gravel Particle Shape : ANGULAR	
Sand/Gravel Hardness : HARD	

1573 Main Street  
Brewster, MA 02631

**BENNETT ENVIRONMENTAL ASSOCIATES, LLC**

A Natural Systems Utilities Company

LICENSED SITE PROFESSIONALS, ENVIRONMENTAL SCIENTISTS, GEOLOGISTS, ENGINEERS

Phone: 508-896-1706  
Fax: 508-896-5109

**SIEVE ANALYSIS DATA AND COMPUTATION SHEET**

Date: 3/2/2023 Sheet 1 of 1

Job Name: Merchant Job Number: K10740B

Sample Number: 1/4" Screened Sand

Sample Collected by: Merchant Sample Tested by: Jacob Guthrie

Notes: Sand: 56.42% Silt/Clay: 0.61% USCS: SP  
D60 ~ 1.648 D10 ~ 4.498 Coefficient of Uniformity = D60/D10 = 0.3663  
D30 ~ 1.431 Coefficient of Curvature = D30^2/(D60\*D10) = 15.1752

SIEVE OPENING IN MILLIMETERS	SIEVE MESH	WEIGHT RETAINED IN GRAMS (Cumulative)		PERCENT RETAINED (Cumulative)		CUMULATIVE PERCENT FINER	PROJECT MANUAL SPECIFICATION (USCS)
4.75	4	5.1	5.1	1.02	1.02	98.98	Course Gravel
4	5	4.5	9.6	0.90	1.92	98.08	
2.36	8	21.6	31.2	4.32	6.24	93.76	Fine Gravel
2	10	12.1	43.3	2.42	8.66	91.34	
1.7	12	18.1	61.4	3.62	12.28	87.72	
1	18	106.2	167.6	21.24	33.52	66.48	Very Fine Sand
0.5	35	210.0	377.6	42.00	75.52	24.48	
0.3	50	86.2	463.8	17.24	92.76	7.24	Coarse Sand
0.25	60	13.0	476.8	2.60	95.36	4.64	Medium Sand
0.125	100	21.9	498.7	4.38	99.74	0.26	Fine Sand
0.075	200	1.2	499.9	0.24	99.98	0.02	
PAN	PAN	0.1	500.0	0.02	100.00	0	Silt/Clay

**PASSED MESH SIEVE  
TOTAL**

500

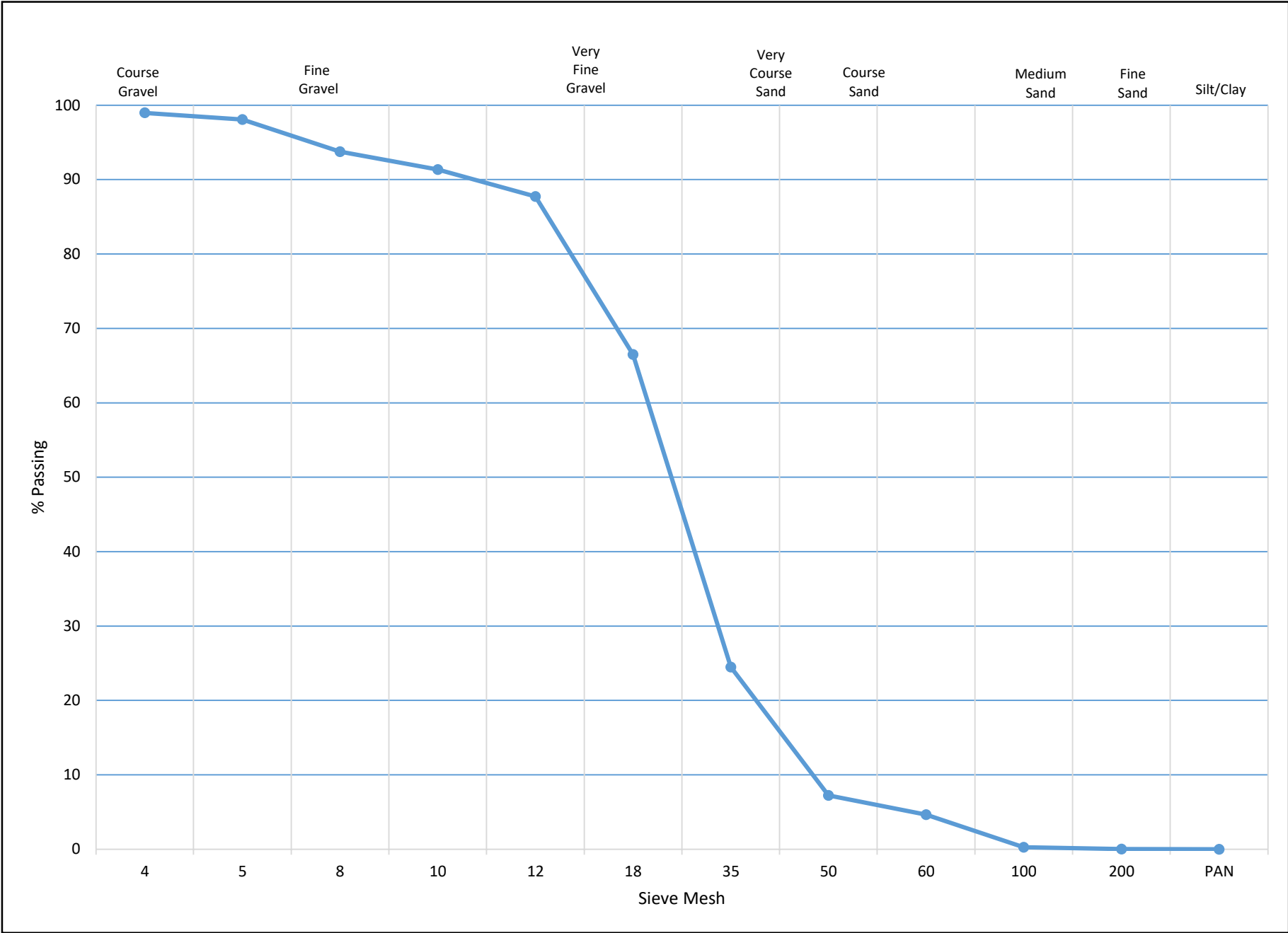
100.00%

Sample Weight Wet: 500 g

Sample Weight Dry: 500 g

Percent Moisture: 0.0 %

Sample Weight Passed Through Sieves: 500 g





## Town of Brewster

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

Office of:  
Select Board  
Town Manager

April 9, 2024

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

RE: Access to Paine's Creek Landing for Sand Nourishment, SumCo  
Eco-Contracting, LLC

Dear Mr. Lager;

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

1. Access from Paine's Creek Landing shall be granted beginning at **sunrise on Monday April 22, 2024, to sunset, Friday, April 26, 2024** for supplying approximately 661 yards of sand. Access shall be allowed for a front end loader, a skid steer and a Hydrema off-road dump truck.
2. The above dates are not subject to change. No extensions will be granted.
3. Permission extends to allow the above listed equipment, including the sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and SumCo Eco-Contracting, LLC must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. Prior to the use of the landing, a minimum eighteen inch (18") sand cover (exact depth to be determined at the site visit) must be spread over the asphalt pavement in order to protect the integrity of the asphalt. The sand cover, as well as the sand cover to be utilized for beach re-nourishment or to bury any fiber rolls or other permitted sub-surface stabilizing materials, shall be "Mason Grade" sand, compatible in color and texture to that material which naturally exists on the beach. No work is to be done within thirty-six inches (36") of the edge of any catch basins, drains or groins.

5. Work shall be coordinated to take place during low tides in order to prevent vehicular equipment traffic over the drainage structures, pipes, groins and/or private property.
6. The contractor shall provide a certificate of insurance that shall certify valid liability insurance coverage in the minimum amount of \$1,000,000 throughout the duration of the use of the landing. (received)
7. The contractor shall provide a \$20,000 bank check or bond, to be held by the Town as financial assurance of performance and to cover the potential cost of reparations of any damage to the Town's property. (received)
8. The contractor shall be required to take and provide photographs, taken prior to the start of any construction work, showing the pre-construction conditions of the parking and landing area and the public beach. These photos shall be submitted to the Conservation Department and the Select Board's Office.
9. All excess sand cover shall be cleared from the landing upon completion of the work and utilized to restore base-line beach profiles, if doing so would be consistent with the Order of Conditions issued by the Conservation Commission in relation to this project.
10. The Town Administrator's office (in addition to the Conservation Commission Office and DPW) shall be notified when "on-site" phase meetings are scheduled. Advance notice of a minimum of 24 hours shall be provided to the Select Board/Town Manager's Office, the Conservation Commission and the DPW prior to staging and commencement of work. At least one representative from the Town should meet the contractor on-site, prior to commencement to ensure adequate coordination (This meeting has taken place).

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

Sincerely,

*Conor Kenny*

Conor Kenny  
Project Manager

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





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

OFFICE OF  
CONSERVATION COMMISSION

## Town Landing and Public Beach Access Request Form

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

---

### Town Landing and Public Beach Access Information

- Town Landing and Beach where access is requested: **Paine's Creek Landing**
- Proposed start and finish dates: **April 15 – April 26th 2024**
- Estimated duration of work: **4 Days**
- Attach a description of proposed work to include vehicles, equipment, and/or materials to be stored on public property overnight. Vehicle registration numbers for any equipment must also be provided. **(See bottom of 2<sup>nd</sup> page)**

---

### Contractor Information

- Name of contractor(s) performing work: **SumCo Eco-Contracting, LLC**
- Phone number for contractor(s): **office 978-744-1515**
- Email for contractor(s): **mbonner@sumcoeco.com** (Michael Bonner)
- Address of contractor(s): **2 Centennial Drive, Peabody, MA 01960**

---

### Property Information

- Address of property where work is to be performed: Paine's creek landing
  - Property owner(s): **Craig Pfannenstiehl**
  - Phone number of owner(s): **[REDACTED]**
  - Email of owner: **[REDACTED]**
  - Conservation Permit Number for work: **SE 9-1672**
    - Submit Conservation performance bond if applicable under the Orders of Conditions
    - Submit sieve analysis and source information for nourishment sand
    - Submit sieve analysis for existing sand on the property
    - Submit written work notice and “before” photos of the project site
-



**TOWN OF BREWSTER**

**1657 MAIN STREET**

**BREWSTER, MA 02631**

PHONE: (508) 896-4546

FAX: (508) 896-8089

CONSERVATION@BREWSTER-MA.GOV

OFFICE OF  
CONSERVATION COMMISSION

**Attachments:**

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

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

**Work involves** 661 Yards of Sand Nourishment to the town beach. Split between Paine's creek and Mant's landing. Amounts at each TBD by town. Equipment used will be a front end loader, a skid steer and a Hydrema off-road dump truck

tt  
marsh

Paine's  
ek Beach  
ntly viewed



Cedar Hill A  
Access

Paine's

p



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>Producer</b>  Innovative Risk Solutions Insurance Agency, LLC 31 Thompson Road, Suite 5, PO BOX 777 Webster, MA 01570	<b>CONTACT NAME:</b> Thomas Durkin <b>PHONE (A/C No. Ext):</b> 978-815-6409 <b>E-MAIL ADDRESS:</b> tdurkin@irsia.com	<b>FAX (A/C, No):</b> 978-923-7986
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  SumCo Eco-Contracting, LLC  2 Centennial Drive Ste 4D  Peabody MA 01960	<b>INSURER A:</b> Allmerica Financial Benefits Ins <b>NAIC #</b> 41840	
	<b>INSURER B:</b> Colony Insurance Company      39993	
	<b>INSURER C:</b> Hanover Insurance      22292	
	<b>INSURER D:</b> Starr Indemnity & Liability Company      38318	
	<b>INSURER E:</b>  <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 14186      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> CPL-POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	FDN-D241085-06	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION/OCC: \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MA: AWN-D241203-06 NJ: AWN-H414508-03	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	EXC306998	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHN-D902868-04	05/12/2023	05/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	Y	Y	PACE306997-05	05/01/2023	05/01/2024	Each Occurrence \$ 1,000,000
D	Inland Marine	Y	Y	ITN100065274523	05/01/2023	05/01/2024	Leased or rented equipment \$ 1,900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Brewster, MA is included by contract as additional insured on a primary and non-contributory basis. Waiver of subrogation applies on all policies.  
Project: Town Landing Use for Pfannenstiehl Project (Saints Landing) Brewster, MA

<b>CERTIFICATE HOLDER</b>  Town of Brewster 2198 Main Street Brewster, MA 02631	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WRITTEN NOTICE WILL BE DELIVERED WITHIN 30 DAYS PER ACCORDANCE TO THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Thomas P. Durkin</i> Thomas P. Durkin



30 SOUTH ROAD • FARMINGTON, CT 06032 • TELEPHONE: (860) 415-8400

*CONTINUATION CERTIFICATE*

**BOND NO:** F23122  
**ON BEHALF OF:** SUMCO ECO-CONTRACTING, LLC  
**IN FAVOR OF:** TOWN OF BREWSTER  
**BOND AMOUNT:** \$20,000.00

ACSTAR Insurance Company hereby agrees to continue said bond in force for the further period:

Beginning on December 31, 2023

and

Continuing through August 24, 2024

All other terms and conditions remain unchanged.

Signed and sealed this 5<sup>th</sup> day of March, 2024.

ACSTAR Insurance Company

A handwritten signature in black ink, appearing to read "Gary M. Case", written over a horizontal line.

Gary M. Case, Esq.  
Vice President & General Counsel

GMC/hls







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

Office of:  
Select Board  
Town Manager

## MEMORANDUM

**To:** Select Board  
**From:** Erika Mawn, Executive Assistant  
**RE:** Brewster Sportsman's Club  
**Date:** April 5, 2024

---

Applications for One Day Liquor Licenses are to be submitted to the Town Manager's office four weeks prior to the date of the event. All applications are granted at the sole discretion of the Local Licensing Authority (LLA), the Select Board, at a public meeting. According to the Alcohol Beverages Control Commission, the LLA may issue special licenses for the sale of wines and/or malt beverages to any enterprise however, special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only. The license is to be utilized for a single day.

The LLA cannot grant special licenses to:

- a. Any person for more than a total of 30 days per calendar year,
- b. To any person that has an on-premises license application pending before it,
- c. Any premises that has an alcoholic beverages license.

Once the completed application is received, it is then sent to department heads for review. If there are any concerns with the application the Town Manager's office will communicate with the applicant to clarify prior to the meeting.

A representative from Brewster Sportsman's Club submitted a One Day Liquor License application at about 3pm on Thursday April 4<sup>th</sup> for a Birthday Celebration on Saturday April 13<sup>th</sup>. The representative was advised that the application is required four weeks in advance and that the next Select Board meeting was not until April 23<sup>rd</sup>. Also, during conversation, I advised the representative of the Alcohol Beverages Control Commission regulations regarding the number of one day liquor licenses a person is allowed per calendar year and regulations around annual and seasonal liquor licenses. The representative requested that this application be presented to the Select Board. The application was sent to department heads on Friday for review, the Fire Chief commented that parking is allowed in designated areas only and there needs to be 20' parking lanes maintained during the event that allow the Fire Department access and egress to and from all buildings on site.

The Brewster Sportsman's Club was issued a total of four One Day Liquor licenses in 2023 and this is their third application so far for 2024. In September 2023, they applied for a license on September 5<sup>th</sup> for an event on September 15<sup>th</sup>. The Select Board meeting was scheduled for Monday September 11<sup>th</sup> with the agenda posted on Thursday September 7<sup>th</sup>. The Town Manager's office expedited the process for them at that time as a courtesy.



**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/Responsible Party: <i>Brewster Sportsman's club</i>
Applicant's Address: <i>280 Tubman Road Brewster</i>
Telephone # and Email Address: [REDACTED]

**Section 2: Event Information**

Type of Event: <i>Birthday celebration</i>
Location of Event: <i>Brewster Sportsmans club</i>
Date of Event & Proposed Times: <i>April 13 2-6</i>
Type of Liquor to be served (wines and/or malt beverages to any enterprise, all alcoholic beverages to non-profit organizations only): <i>Beer &amp; wine</i>
Number of attendees anticipated: <i>60</i>

**Section 3: Server Information:**

Server name, address, and phone #: <i>Steven Frisora</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  *Beyond bar snacks?* If yes, please contact the Health Department for a Temporary Food Permit.

\*Per the M.G.L. Ch. 138 §14 Special Licenses (One-Day Permit) cannot purchase alcohol beverages from a package store. Please view the [list of Authorized Sources](#).

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

Date: *4/4/24*



# Town of Brewster

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

Office of:  
Select Board  
Town Manager

2024-ODL-#06

FEE: \$35.00

## Town of Brewster

### Local Licensing Authority

This is to certify that: **Brewster Sportsman's Club**

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

#### **Beer & Wine Only**

To be consumed on the premises for the Annual Game Dinner

At the following address: **280 Tubman Road, Brewster MA 02631**

This one-day permit is effective: **Saturday April 13, 2024, from 2:00pm – 6:00pm**

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

Date of Issue: April 8, 2024

---

---

---

---

---

**Conditions:**

- ***A barrier or signage should clearly delineate where people are permitted to consume the alcohol served.***
- ***Parking in designated areas only. A 20' parking lane must be maintained during the event to allow Fire Department access and egress to and from all buildings on site.***

Brewster Select Board  
Local Licensing Authority



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

Office of:  
Select Board  
Town Manager

## MEMORANDUM

**To:** Select Board  
**From:** Erika Mawn, Executive Assistant  
**RE:** Annual Common Victualler License- Breakwater Kitchen and Seafood Market  
**Date:** April 3, 2024

---

The Town Manager's office received an application for a new Common Victualler License for the property located at 235 Underpass Road. A Common Victualler license is a food service license required by Massachusetts Law for any establishment that sells food to the public and has seating for customers. This property previously operated as Breakwater Lobster and Fish Market and was sold in October 2023 to 235 Underpass Road LLC, the manager of record will be Michael Kennedy. The business model and operations will remain the same. The hours of operation are 11am through 8pm, 7 days a week and has a seating capacity for 48 people outdoors at picnic tables. There is no indoor seating.

As part of the administrative process, the application has been shared with various department heads for their feedback and comment. The health department is currently working with the owners on the transfer of the Retail Service Permit. The fire department noted that because this is a commercial property with cooking equipment, they have certain inspections that need to be completed annually to ensure the equipment is properly maintained. This has not been completed at this time.

If the Select Board approved the Common Victualler License at this time, it should be contingent on the Fire Departments inspection and the successful transfer of the Health Department Retail Service Permit.

If approved the Common Victualler License will be valid until December 31, 2024. The owner will need to renew this license each year in the month of November through the Town Manager's office.



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

Office of:  
 Select Board  
 Town Manager

**Application Fees: \$50**

**APPLICATION FOR  
 COMMON VICTUALLER LICENSE**

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

**Section 1: Applicant Information**

Applicant's Name: <u>Michael Kennedy</u>
<del>Brewster Market</del> <u>Breakwater Kitchen and Seafood Market</u>
Applicant's Address: <u>235 Underpass Rd Brewster, MA 02631</u>
Telephone # and Email Address: [REDACTED]

**Section 2: Business Information**

Name of Establishment: <u>Breakwater Kitchen and Seafood Market</u>	
Address of Business: <u>235 Underpass Road Brewster, MA 02631</u>	
Name of Business Manager and Phone #: <u>Michael Kennedy</u> [REDACTED]	
Hours of Operation: <u>11AM-8PM</u>	Seating Capacity: <u>Takeout 48</u>
Description of Business and Purpose: <u>New-England Style Fish market &amp; Kitchen offering local fried Seafood &amp; creative specials.</u>	

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

Please submit the following with your application:

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

Applicant Signature: [Signature]

Date: 3/26/24



**QUITCLAIM DEED**

**CURTIS V. COLLIAS**, a married person, having a mailing address of 119 Meetinghouse Road, Chatham, MA 02659,

For consideration in the amount of **ONE MILLION TWO HUNDRED THOUSAND AND 00/100 (\$1,200,000.00) DOLLARS**,

Grant to **235 UNDERPASS ROAD, LLC**, a Massachusetts limited liability company, having a mailing address of P.O. Box 128, South Harwich, MA 02661,

With **QUITCLAIM COVENANTS**,

**PARCEL I**

The land with any improvements made thereon located at 0 Underpass Road, in the Town of Brewster, Barnstable County, Massachusetts, more particularly described as follows:

LOT 1 containing 15,075 square feet of land, more or less, as shown on a plan of land entitled "Plan Showing Division of land in Brewster, Mass., Prepared for Terry Ladd & Sandra W. Ladd, Scale 1" = 30', 27 October 1987, Ryder & Wilcox, Inc., P.E. & R.L.S. So. Orleans, Mass." which plan is duly recorded in Barnstable County Registry of Deeds in Plan Book 441, Page 38.

**PARCEL II**

The land with any improvements made thereon located at 235 Underpass Road, in the Town of Brewster, Barnstable County, Massachusetts more particularly described as follows:

LOT 2 containing 15,100 square feet of land, more or less, and shown on a plan of land entitled "Plan Showing Division of land in Brewster, Mass., Prepared for Terry Ladd & Sandra W. Ladd, Scale 1" =30', 27 October 1987, Ryder & Wilcox, Inc., P.E. & R.L.S. So. Orleans, Mass." which plan is duly recorded in Barnstable County Registry of Deeds in Plan Book 441, Page 38.

**By signing below the grantor certifies, under the pains and penalties of perjury, that the premises conveyed by this deed is not his principal residence and is therefore not homestead property and there are no other persons entitled to homestead rights in said property pursuant to M.G.L. Ch 188 as amended.**

Premises are conveyed subject to and together with all matters of record insofar as the same are now in force and applicable.

MASSACHUSETTS STATE EXCISE TAX  
BARNSTABLE COUNTY REGISTRY OF DEEDS  
Date: 10-19-2023 @ 09:13am  
1280474.v1 Ct1#: 89 Doc#: 41919  
Fee: \$4,104.00 Cons: \$1,200,000.00

BARNSTABLE COUNTY EXCISE TAX  
BARNSTABLE COUNTY REGISTRY OF DEEDS  
Date: 10-19-2023 @ 09:13am  
Ct1#: 89 Doc#: 41919  
Fee: \$3,672.00 Cons: \$1,200,000.00

Being the same premises conveyed to Grantor in the deeds recorded with the Barnstable County Registry of Deeds in Book 31846, Page 266 and in Book 20914, Page 201.

**PROPERTY ADDRESS: 0 and 235 UNDERPASS ROAD, BREWSTER, MA 02631**

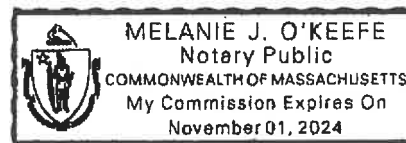
EXECUTED as a sealed instrument this 10<sup>th</sup> day of October, 2023.

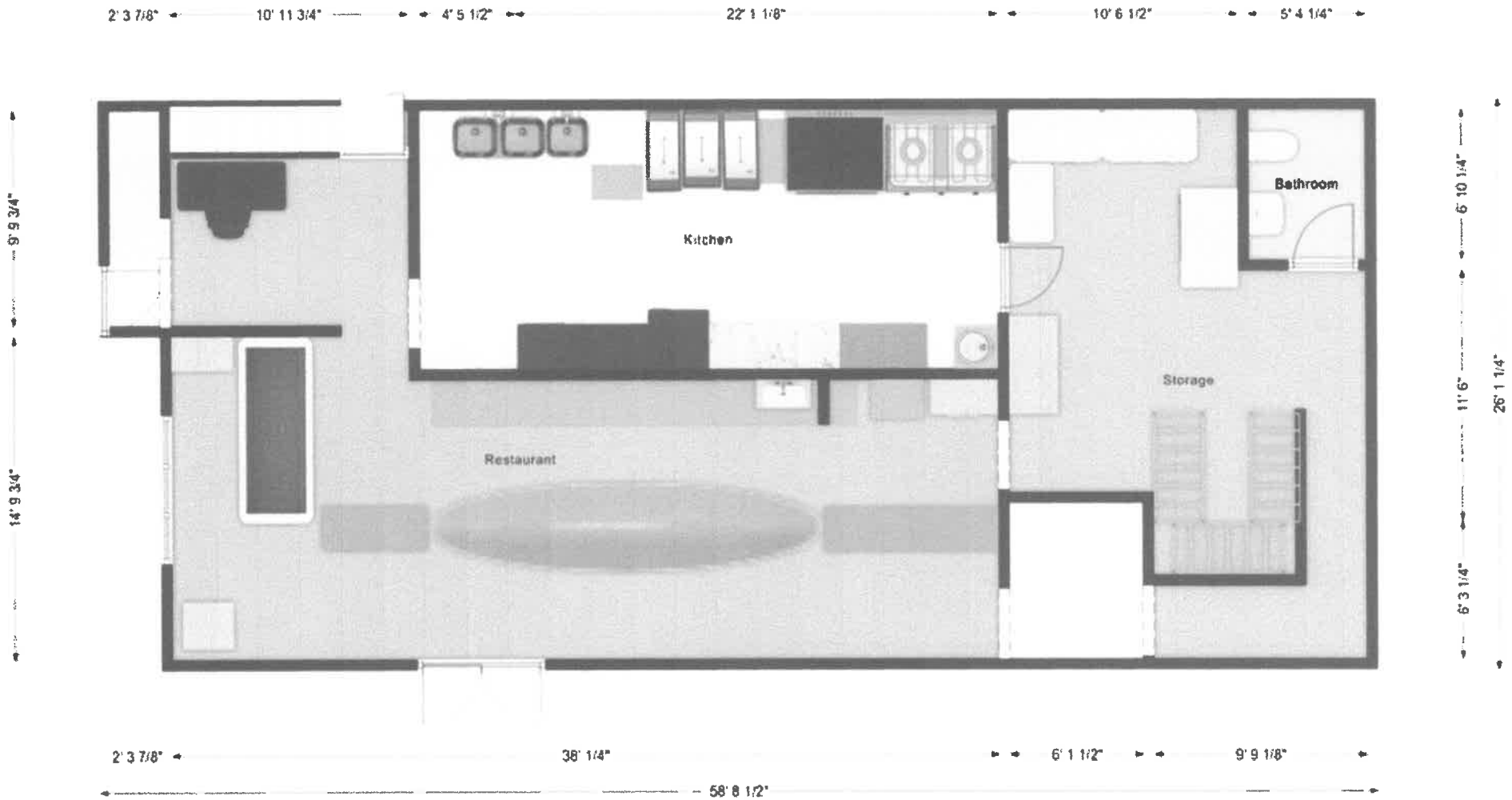
  
\_\_\_\_\_  
**CURTIS V. COLLIAS**

COMMONWEALTH OF MASSACHUSETTS  
County of Barnstable, ss.

On this 10<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared **CURTIS V. COLLIAS**, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding Quitclaim Deed; and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public:  
My Commission Expires:





# Ryder & Wilcox

SURVEYING ENGINEERING  
HOME PLANNING & DESIGN

3 GIDDIAH HILL ROAD P.O. BOX 439  
SO. ORLEANS, MASSACHUSETTS 02662  
TEL. 508.255.8312 FAX. 508.240.2306

## Certified Plot Plan

Location  
Breakwater Fish & Lobster Market  
235 Underpass Road

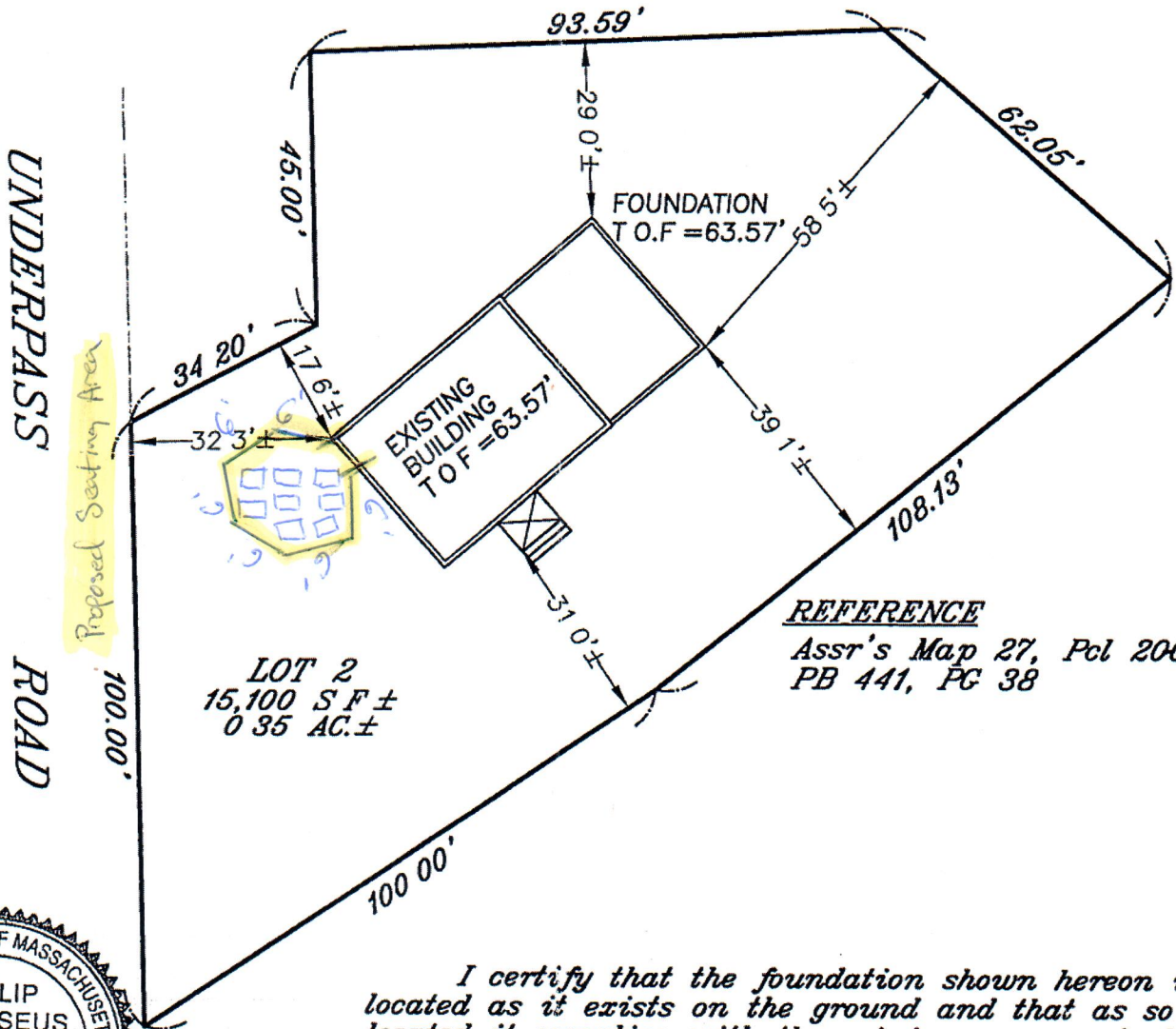
Brewster, MA

prepared for

Curt Collias

Scale. 1" = 30'

Date. January 9, 2013



**REFERENCE**

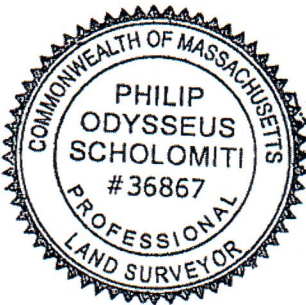
Assr's Map 27, Pcl 2003-2  
PB 441, PG 38

I certify that the foundation shown hereon is located as it exists on the ground and that as so located it complies with the minimum property line setback requirements of the Town of Brewster

I further certify that the foundation shown is not in a special flood hazard zone.

Reference:

F.E.M.A. Map No. 250003 0008D (dated 06/19/85)



*Philip Q. Scholomiti*  
Professional Land Surveyor

Date: 1/9/13

Job No. 2690

2-3007  
7  
17 W



## Cocktail Hour

BREAKWATER TEA  
CITRUS MARGARITA  
CLASSIC MAI TAI  
SKINNY PALOMA  
CAPE SEA BREEZE  
PAINKILLER

## Canned Beer

BUDWEISER : 7  
BUD LIGHT : 7  
STELLA ARTOIS : 8  
ORION LAGER : OKINAWA, JAPAN | 8  
DEVIL'S PURSE KOLSCH : 8  
MATSURIKA PILSNER : JAPAS BREWERY, BRAZIL | 11  
ROTATING JAPAS SELECTION : 11

## Wine by the glass

PINOT GRIS, A TO Z WINERY : 13  
JOSEPH CARR CHARDONNAY : 12  
CHALK HILL CHARDONNAY : 15  
SAUVIGNON BLANC, OCEAN ROAD : 12  
GERARD BERTRAND ROSE : 13  
PINOT NOIR, SUBSTANCE : 14

## Soups + Snacks

LOBSTER BISQUE : CREAM, SHERRY, LOCAL LOBSTER MEAT | 13  
NEW ENGLAND CLAM CHOWDER : BACON, POTATOES, CELERY, ONION, THYME, CREAM | 12  
BASKET OF IDAHO OR SWEET POTATO FRIES : HOUSE DIPPING SAUCES | 10  
BEER-BATTERED ONION RINGS : BISTRO SAUCE | 11  
WISCONSIN CHEESE CURDS : DEVILS PURSE BEER AND CHEDDAR SAUCE | 12  
BONELESS CHICKEN TENDERS (5) : HORSERADISH SAUCE | 14  
PEEL AND EAT SHRIMP : SOUTHERN-STYLE SPICE BLEND | 17

## Raw Bar + Poke Bowls

DOZEN OYSTERS ON THE HALF SHELL : LEMON, HOUSE COCKTAIL, HORSERADISH, LEMON, MIGNONETTE | 36  
TUNA POKE : MARINATED TUNA, SEAWEED SALAD, AVOCADO, RED ONION, SESAME, POKE SAUCE | 24  
SALMON POKE : DICED RAW SALMON, AVOCADO, CUCUMBER, RED ONION, POKE SAUCE | 22  
BUDDAH BOWL POKE : SEAWEED SALAD, AVOCADO, CUCUMBER, RED ONION, CARROT-GINGER DRESSING | 16

## New England Seafood Favorites

FRIED IPSWICH WHOLE BELLY CLAMS : MKT  
FRIED NATIVE SEA SCALLOPS : 31  
HADDOCK/COD FISH AND CHIPS : 22  
FRIED GULF SHRIMP : 24  
FRIED CLAM STRIPS : 20  
GRILLED MARINATED SWORDFISH TIPS : 26  
1.5LBS LOCAL STEAMERS : DRAWN BUTTER | 18

## Sandwiches + Handhelds

CLASSIC COLD LOBSTER ROLL : GRIDDLED HOT DOG BUN, MAYO, CELERY, LEMON | 29  
HOT BUTTERED LOBSTER ROLL : GRIDDLED HOT DOG BUN, BUTTER, LEMON | 29  
FRIED OYSTER PO-BOY : PORTUGUESE SWEET ROLL, SHREDDED LETTUCE, TOMATO, HOUSE REMOULADE | 26  
CRISPY HADDOCK SANDWICH : LETTUCE, TOMATO, SHALLOT, TARTER | 17  
FRIED CLAM STRIP ROLL : GRIDDLED HOT DOG BUN, TARTER SAUCE | 15  
SWORDFISH TIP SANDWICH : DAILY PREPARATION | 24  
PESTO SALMON BLT : SESAME SEED BUN, LETTUCE, TOMATO, BASIL PESTO AIOLI | 18



# Secretary of the Commonwealth of Massachusetts

William Francis Galvin

## Business Entity Summary

ID Number: 001709546

[Request certificate](#)

[New search](#)

Summary for: 235 UNDERPASS ROAD, LLC

**The exact name of the Domestic Limited Liability Company (LLC):** 235 UNDERPASS ROAD, LLC

**Entity type:** Domestic Limited Liability Company (LLC)

**Identification Number:** 001709546

**Date of Organization in Massachusetts:** 10-10-2023  
**Date of Revival:**

**Last date certain:**

**The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 235 UNDERPASS ROAD

City or town, State, Zip code, BREWSTER, MA 02631 USA

Country:

**The name and address of the Resident Agent:**

Name: JAMES M. NORCROSS

Address: 156 CROWELL ROAD

City or town, State, Zip code, CHATHAM, MA 02633 USA

Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	THOMAS R. KENNEDY JR.	235 UNDERPASS ROAD BREWSTER, MA 02631 USA USA
MANAGER	PATRICIA KENNEDY	235 UNDERPASS ROAD BREWSTER, MA 02631 USA USA
MANAGER	MICHAEL KENNEDY	235 UNDERPASS ROAD BREWSTER, MA 02631 USA USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address

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

Title	Individual name	Address
REAL PROPERTY	PATRICIA KENNEDY	235 UNDERPASS ROAD BREWSTER, MA 02631 USA USA
REAL PROPERTY	THOMAS R. KENNEDY JR.	235 UNDERPASS ROAD BREWSTER, MA 02631 USA USA

**Consent**     **Confidential Data**     **Merger Allowed**     **Manufacturing**

**View filings for this business entity:**

- ALL FILINGS ▲
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment ▼
- Certificate of Incorporation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)

**The Commonwealth of Massachusetts, William Francis Galvin  
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

**Certificate of Amendment**

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number:	001709558
1.a. Exact name of the limited liability company: BREAKWATER BREWSTER, LLC	
<input type="checkbox"/> Check if amending entity name	
1.b. The exact name of the limited liability company as amended, is: BREAKWATER BREWSTER, LLC	
1.c. The date of filing of the original certificate of organization: 10/10/2023	
2. Address in the Commonwealth where the records will be maintained: Number and street: 235 UNDERPASS ROAD Address 2: City or town: BREWSTER State: MA Zip code: 02631 Country: UNITED STATES	
3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered: THE GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS THE OWNERSHIP AND MANAGEMENT OF A RETAIL FISH MARKET AND TO OTHERWISE ENGAGE IN ANY LAWFUL ACT OR ACTIVITY PERMITTED BY M.G.L. C. 156C.	
4. The latest date of dissolution, if specified: (mm/dd/yyyy)	
5. Name and address of the Resident Agent: Agent name: JAMES M. NORCROSS Number and street: 156 CROWELL ROAD Address 2:	

City or town: CHATHAM State: MA Zip code: 02633

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

Title	Name	Address
MANAGER	PATRICIA KENNEDY	235 UNDERPASS ROAD BREWSTER, MA 02631 USA
MANAGER	THOMAS R. KENNEDY JR.	235 UNDERPASS ROAD BREWSTER, MA 02631 USA
MANAGER	MICHAEL KENNEDY	235 UNDERPASS ROAD BREWSTER, MA 02631 USA

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

Title	Name	Address
-------	------	---------

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

Title	Name	Address
REAL PROPERTY	PATRICIA KENNEDY	235 UNDERPASS ROAD BREWSTER, MA 02631 USA
REAL PROPERTY	THOMAS R. KENNEDY JR.	235 UNDERPASS ROAD CHATHAM, MA 02631 USA

9. Additional matters:

10. State the amendments to the certificate:

THE ADDITION OF MICHAEL KENNEDY AS A MANAGER OF THE COMPANY.

11. The amended certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of March, 2024,

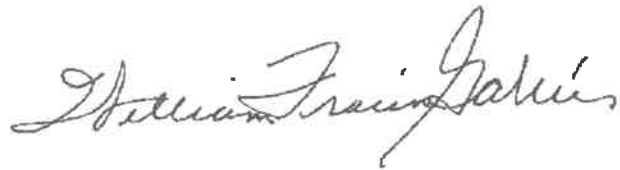
MICHAEL KENNEDY

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

March 18, 2024 10:22 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



The Commonwealth of Massachusetts  
**TOWN OF BREWSTER**



This is to Certify that:

**Breakwater Kitchen & Seafood Market**

235 Underpass Road  
Brewster, MA 02631  
Michael Kennedy, Manager

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

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

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

In Testimony Whereof, the undersigned have hereunto affixed their official signatures on this 8<sup>th</sup> day of April 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Hours of Operation:**  
11am – 8pm / 7 days a week

Brewster Select Board  
Local Licensing Authority

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

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



# Report on the 2021 Drummer Boy Park Master Plan

Submitted by

Drummer Boy Park Advisory Committee

April 8, 2024



# Drummer Boy Park Advisory Committee

## **Members**

Katharine Scott, Chair

Devin McGuire, Vice Chair

Chris Ellis (Recreation Committee), Clerk

Jillian Douglass

Allyson Felix

Jay Green (Council on Aging)

Patricia Hughes (Natural Resource Commission)

## **Liaisons/Representatives (non-voting)**

Select Board: David Whitney

Cape Cod Museum of Natural History Representative: Ray Hebert

Brewster Conservation Trust: Hal Minis

Brewster Historical Society: Sally Gunning

## **Town Support Staff**

Town Manager: Peter Lombardi

Natural Resources Director: Chris Miller

DPW Director: Griffin Ryder

Recreation Director: Mike Gradone

COA Director: Elton Cutler

# Table of Contents

1. Background and Charge	Page 4
2. Committee Planning Process	Page 5
3. Recommendations for Action	Page 7
Appendices	
A: Summary of 2021 Master Plan Actions	Page 10
B. Survey Results	Page 11

# 1. Background and Charge

In 1946, Ocean Acres, a 52 lot subdivision was approved for what is now Drummer Boy Park. Fortunately, the subdivision was never built. In 1974, the Brewster Historical Society (BHS) received a deed for one acre from then owner Tony McGowan, and subsequently moved the Nickerson Windmill to the site from East Brewster. Seeking to protect the view of the windmill, the Brewster Conservation Trust (BCT) purchased an acre house lot running from Rt 6A to the BHS property in 1986. Then in 1988, the Town successfully negotiated the purchase of the full 17 acre parcel, including the museum/gift shop for a public park, currently Drummer Boy Park. Adding to the complex, BCT purchased an additional abutting house lot to further protect the view of the park in 2013 and in 2014 the Town purchased the Cedar Ridge parcel to the east, now under the custody of the Conservation Commission. Together, all of these parcels constitute what can be called the Drummer Boy complex.

Drummer Boy Park is under the care and custody of the Brewster Select Board which is responsible for the Park's management and issuing permits for all large events. The first master plan for the park was adopted in 1995. In the summer of 2020, the Town received a state grant to develop an updated Master Plan for Drummer Boy Park.

With these grant funds, the Town hired a consultant to review the park's condition and uses, help develop plans and designs for expanded or alternative uses, estimate costs for such plans, and conduct public outreach regarding the park's future. The Select Board formed an ad hoc Drummer Boy Park Advisory Committee (DBPAC) charged with evaluating existing and potential future uses of the Drummer Boy Park property and developing an updated Master Plan to present to Town Meeting. The committee was appointed in Fall 2020 and produced their recommended Master Plan in Summer 2021. The Plan was unanimously adopted by Town Meeting in November 2021 and the original committee was disbanded shortly thereafter.

Recognizing that the Town was also in the early stages of planning for a potential elevated boardwalk to Wing Island via the adjacent Cedar Ridge Reserve property, that possibility was referenced in the Plan. Due to resident concerns about the connections between the Master Plan and the proposed boardwalk in Summer/Fall 2022, funding to implement Phase I of the Plan was rejected by Town Meeting in November 2022. A Special Town Meeting was then convened in March 2023 to act on three citizen petitions. Article 3 of that warrant originally sought to rescind the Drummer Boy Master Plan vote of 2021. Town Meeting ultimately voted to refer the 2021 Drummer Boy Master Plan to a new committee to be appointed by the Select Board in conjunction with the Moderator, to study and report to the May 2024 Annual Town Meeting.

In March 2023, the Select Board approved an updated charge for a new Drummer Boy Park Advisory Committee:

*The Drummer Boy Park Advisory Committee will re-evaluate the 2021 Drummer Boy Park Master Plan and will deliver a report to the May 2024 Annual Town*



*Meeting. This report may include an updated Master Plan, but any such plan shall not incorporate or include any new means of access to Wing Island. The DBP Advisory Committee is an ad hoc committee.*

The Committee was tasked with reviewing the overall goals and recommendations identified in the 2021 Master Plan and determining whether any changes would be appropriate. The Select Board encouraged the Committee to conduct public outreach and solicit resident feedback in developing their report for Town Meeting.

After interviewing candidates with the Moderator, the Select Board appointed members to the Committee in July 2023 and they held their first meeting in September 2023.

## 2. Committee Planning Process

The DBPAC went through a multi-step process to complete its review of the 2021 DB Master Plan and develop recommendations for actions. First, the committee reviewed the relevant aspects of several existing Town of Brewster plans. These included the following:

- Open Space and Recreation Plan
- Coastal Management Plan
- Local Comprehensive Plan
- Updates on the Sea Camps Planning processes

In addition, the committee conducted an extensive site visit to Drummer Boy Park including walking the existing trails, inspecting the parking areas, and viewing the existing structures (storage building/gift shop and gazebo) and playground. During the visit, the committee members also were briefed by representatives of the Brewster Historical Society and Brewster Conservation Trust about their respective activities at the Drummer Boy complex.

The committee met twelve times between September 2023 and April 2024. Most of their time was spent reviewing the 2021 Drummer Boy Park Master Plan and analyzing the results of the committee's community survey.

### 2.1 2021 Drummer Boy Park Master Plan

The goals of the 2021 plan were to:

- Preserve the character of the park and enhance the views of the Bay
- Collaborate with the Brewster Historical Society and the Brewster Conservation Trust in preserving the character of the complex and enhancing its use
- Plan for increased use and provide additional access to and throughout the park
- Identify park use areas.

The original Committee identified opportunities and constraints at Drummer Boy, based on the existing conditions and uses of the park itself and the adjacent properties owned by the Brewster Historical Society (Windmill Village) and the Brewster Conservation Trust

(Windmill Meadows). The Committee also considered use patterns of visitors to the park and of the large events which are held there over the course of the year, primarily during the summer months. Drawing on Figure 4.1 in the Master Plan document, the Committee recommended actions covered four general issues: parking, stormwater, accessibility and connectivity, and amenities. The plan identified two implementation phases. The first focused on improving parking, pedestrian access, and stormwater infrastructure. The second identified amenity up-grades to the playground, gazebo, and replacing the storage building (old gift shop) with a shade pavilion. A summary of the actions which the current Committee used as a general framework for their review is found in Appendix A.

## 2.2 Drummer Boy Park Survey

Recognizing the importance of gathering the community's preferences for determining priorities for Drummer Boy Park moving forward, the Committee designed and issued a survey to gauge visitor use patterns and the importance of potential improvements at the park. The survey was live from January 29 to February 14, 2024. It contained both scaled responses on agreement or importance of issues and space for open comments. A summary of the survey results is attached as Appendix B.

With 1,470 respondents, or approximately 15% of the age eligible population, the Committee was pleased with the high turnout for the survey. While all segments of the population were represented, the 60 to 81 age range was well above its proportion of the population as per the census (56% of respondents versus 42% of the population) whereas the 15-25 age group was underrepresented (0.6% of respondents compared to 6.8% of the population). Those who took the survey were generally full-time residents (78%) who have been in town for more than 20 years (43.5%). Unfortunately, a majority of respondents indicated that they only visit Drummer Boy occasionally or infrequently.

The majority of respondents preferred no change to the current parking arrangements, maintaining the current number of spaces, and using "green"/permeable materials if changes are made. There was very little support for the curbing and parking arrangements shown on the 2021 Master Plan. There were several comments about moving large events to the Sea Camps.

The majority of respondents were neutral about current stormwater conditions at Drummer Boy, although there was slight to moderate support for establishing stormwater management features. There was a clear preference for alternative or "green" stormwater techniques such as rain gardens. There were several comments about addressing stormwater issues on the playground.

Most people were satisfied or neutral about current accessibility and connectivity at Drummer Boy. There was moderate support for placing additional benches along the trails

and for selective clearing of understory and invasive vegetation to maintain/enhance the view of the marsh and bay.

Among the amenities at the park, putting in year-round toilets, installing a water station, and renovating and relocating the playground closer to a shade pavilion (repurposed existing building) near the playground were slightly to moderately important.

Overall, the sentiments expressed through the survey responses convey the message that residents want the park to remain largely as it is now and that improvements at Drummer Boy should not be prioritized over other projects in Brewster.

## 3. Recommendations for action

### 3.1 Framework for actions

The planning process has revealed several key considerations which frame how improvements or changes at Drummer Boy should be evaluated. The Committee has taken these into account in developing their recommendations.

Drummer Boy Park is a community treasure, and the preference is to maintain its natural character and to minimize formal improvements. The Committee recognizes how special the park is to our residents and they want to make recommendations that are responsive to recent public feedback.

The Town is facing significant demands on its financial resources, including potential improvements on the Sea Camps properties, ongoing renovation of Nauset Regional High School, anticipated capital investments in the Stony Brook Elementary School, and others. Recommendations for Drummer Boy Park must be considered in this context as the Town balances competing capital project priorities. There is a clear preference for low-cost solutions where they may be available and effective, and to try to identify alternative funding sources to help offset costs.

In addition to the preferences expressed in the survey, the condition and safety of infrastructure at Drummer Boy has to be taken into account in assigning priorities. Infrastructure that is increasingly unsafe or that is deteriorating to the point that it may not be used or re-purposed should be considered in the near term rather than the long term. In the design and implementation of actions, the Town should strive to identify alternative solutions and “green” techniques.

With these points in mind, the following goals guide the Committee’s selection of recommended actions and their priority:

- Preserve the character of the park and retain its open setting

- Maintain existing infrastructure, making improvements where they improve safety and enhance usability
- Explore a range of implementation solutions where needed from conventional to low cost, emphasizing green techniques where possible
- Seek alternative funding sources and implement improvements in phases within the context of other town projects

## 3.2 Committee Recommendations

Based on the totality of these considerations, the Committee identified the following recommendations for each of the four areas to include in their report to the 2024 Annual Town Meeting:

### **Parking**

- Preserve formal and informal parking as it is – maintain the status quo but continue to monitor impacts on the park
- Consider adding limited traffic calming measures

### **Stormwater**

- Maximize low-impact, cost-effective solutions to improving drainage, including addition of rain gardens and/or vegetated swales where possible and appropriate
- Communicate educational value of stormwater management techniques

### **Accessibility**

- Add several accessible benches to the existing paved loop trail to make it more user friendly
- Replace the existing sign on RT. 6A with a sign that is consistent with other recent Town signs

### **Amenities**

- Continue to selectively prune and/or remove invasive species, especially to maintain marsh vista
- Improve the playground to make it safe and accessible to all, shifting the new structures away from wetlands and/or to a slightly higher elevation
- Repurpose the existing building to a shade pavilion or build new open-air structure (re-using existing concrete slab) and provide several new accessible picnic tables for use there
- Maintain the bandstand/gazebo as needed and add a new small storage shed for the Brewster Band
- Extend portable toilet availability to year-round
- Install a water station and additional bike racks

In 2022, the playground was identified as nearing the end of its useful life by a certified playground safety inspector. While the Committee recognizes that the playground will be the largest cost element of these recommendations, they also believe those improvements can likely be funded through a variety of alternative sources, thereby reducing the impact on Brewster finances and taxpayers. While the playground and shade pavilion are viewed as priority initiatives, those improvements will also require the greatest additional planning. In the meantime, many of the other recommendations are relatively low cost and could be implemented sooner than later.

In response to public input, the Committee is expressly not recommending the addition of any new paved walking trails or parking areas. In the committee's view, their remaining recommendations represent the minimum investments in the park to ensure it can continue to serve as a community treasure and destination for residents and visitors.



## APPENDIX A

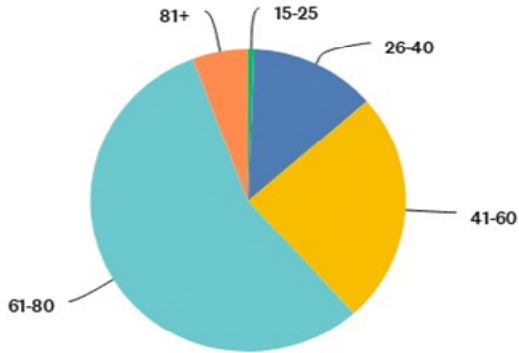
### 2021 Drummer Boy Park Master Plan Recommended Actions

(Summarized from Figure 4.1, Recommended Master Plan, of the 2021 Master Plan)

Issue	Action	Phase
<b>Parking</b>	1. Install curbing along entry driveway and around perimeter of parking area	1
	2. Create parallel bus parking places on both sides of entry driveway	1
	3. Create controlled access point to open space lawn at end of entry driveway	1
	4. Create formal parking spaces around circle	1
<b>Stormwater</b>	1. Create rain gardens: southern side of circle, northern side of Rt 6A, on either side of entry driveway	1
<b>Accessibility</b>	1. Add new asphalt walking trail along eastern stonewall to sidewalk on Rt 6A at southeast corner, continue around northern side of circle, along boundary of Historic Village and Windmill Meadows and then back along Rt 6A to entry driveway	1
	2. Accessibility improvements on nature trail	1
	3. Create defined access point to Windmill Village	1
	4. Create connector from Windmill Meadows trail to asphalt walkway	2
<b>Amenities</b>	1. Convert existing storage building to shade pavilion	1
	2. Create new accessible restrooms	1
	3. Gazebo improvements and construction of small storage shed for gazebo	2
	4. Install water station near shade pavilion	1
	5. Install bike rack at circle	1
	6. Selective pruning and invasive species removal for marsh vista improvement	1
	7. New playground integrated with new pavilion and picnic tables	2

## APPENDIX B SURVEY RESULTS

### RESPONDENT CHARACTERISTICS



AGE	n	%	Town Census %
15-25	9	0.6	6.8
26-40	189	13.0	14.3
41-60	360	24.7	20.8
61-80	816	56.0	42.6
Over 80	83	5.7	10.1

RESIDENCE	n	%
Full-time	1126	78.8
Part-time	321	22.2

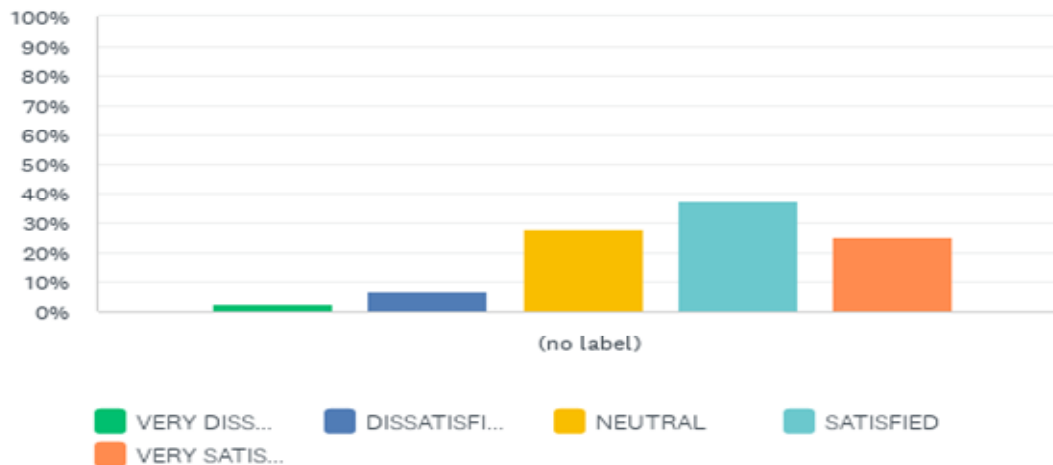
YEARS OF RESIDENCE	n	%
5 or less	278	19.2
6-10	252	17.4
11-20	289	19.9
More than 20	630	43.5

FREQUENCY OF PARK VISIT	n	%
Frequently (a few times each month)	356	24.2
Sometimes (several times a year)	781	53.1
Occasionally (once or twice a year)	308	21.0
Never	25	1.7

WHAT RESIDENTS LIKE / WOULD LIKE TO DO AT THE PARK	USERS n=1412		NON-USERS n=25	
	n	%	n	%
Walk or run on paved paths	659	46.7	7	29.2
Walk woodland trail	818	57.9	7	29.2
Picnic	300	21.3	11	45.8
Visit the playground	570	40.4	0	---
Play on grassy fields	391	27.7	1	4.2
Walk a dog	389	27.6	5	20.8
Organized group activities	182	12.9	3	12.5
Meet / visit with family or friends	514	36.4	3	12.5
Enjoy the vista	729	51.6	4	16.7
Attend events (concerts, craft fairs, Conservation Day, Holiday tree lighting)	1006	71.3	11	45.8
Visit the Historical Village and Windmill	620	43.9	3	3
Visit the Whale Rock and trail on Windmill Meadow	339	24.0	4	4
Visit the Cedar Ridge Preserve	240	17.0	3	3
Other	88	6.2	0	---

## PARKING

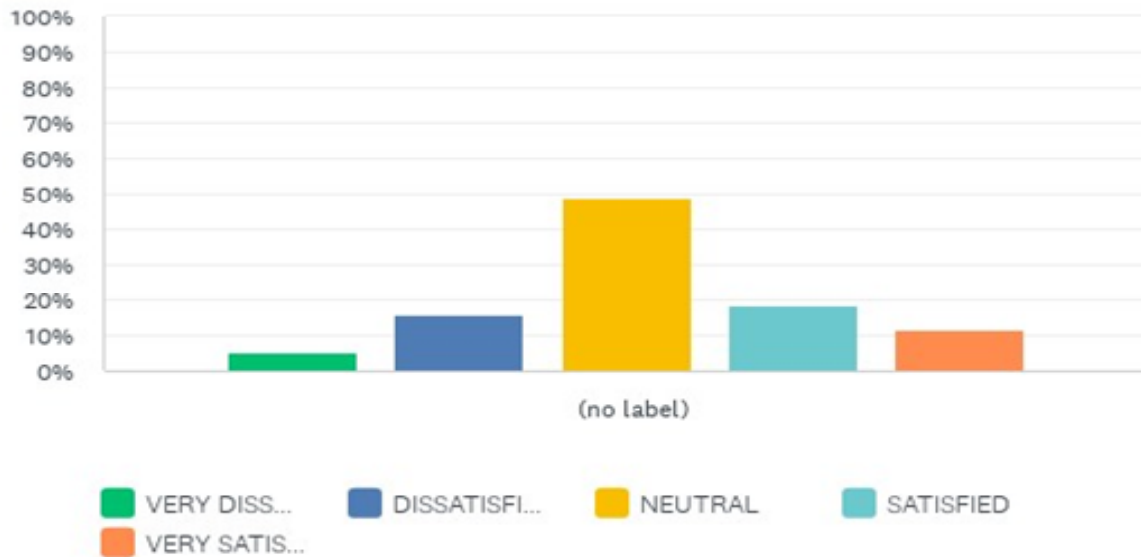
Satisfaction with Current Parking (5-point measure)	n	Mean	SD
	1352	3.8	1.0



Potential Improvements (4-point Measure of Importance)	n	Mean	SD
Designating and marking paved parking spots to improve safety, circulation, and availability of parking spaces	1342	1.9	1.1
Using materials other than asphalt pavement, such as crushed stone or permeable pavement or pavers, for parking areas	1321	2.5	1.2
Maintaining a similar number of parking spaces as available now	1332	3.0	1.0
Adding curbing to prevent parking on grassy fields (except for planned large events)	1327	1.6	1.0
Making no changes to the informal parking arrangement currently available	1324	3.0	1.1

## STORMWATER MANAGEMENT

Satisfaction with Current Stormwater Conditions (5-point measure)	n	Mean	SD
	1269	3.2	1.0

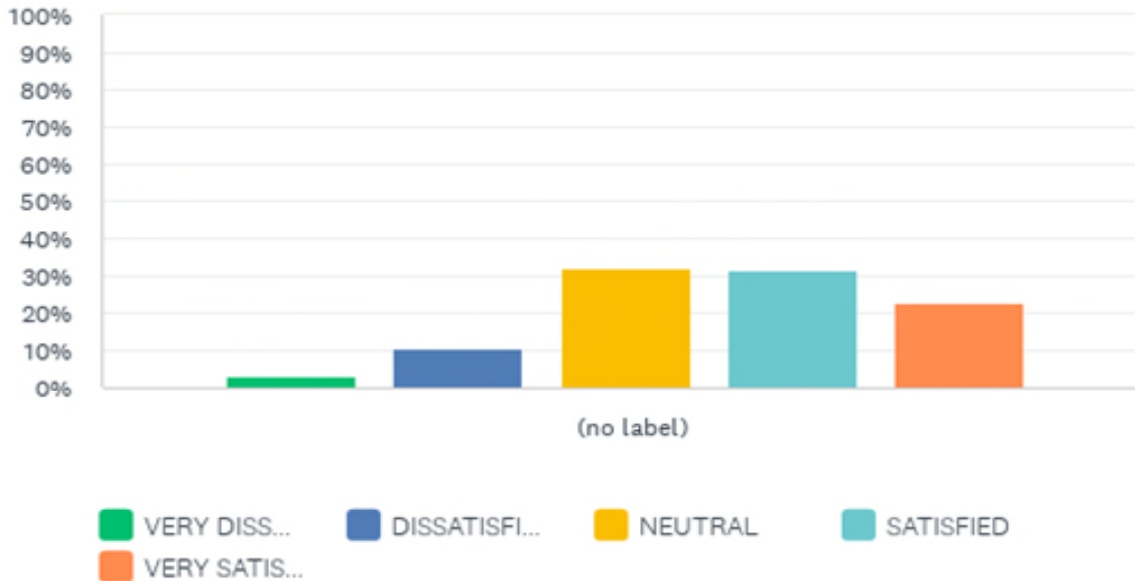


Potential Improvements (4-point Measure of Importance)	n	Mean	SD
Establishing stormwater management features (drainage improvements such as catch basins) to minimize flooding and ponding and to remove stormwater from heavily used areas	1300	2.5	1.1
Using a variety of alternative stormwater management techniques, including "green" techniques such as rain gardens and vegetative swales wherever possible	1306	2.9	1.1



## ACCESSIBILITY AND CONNECTIVITY

Satisfaction with Current Accessibility and Connectivity (5-point measure)	n	Mean	SD
	1228	3.6	1.1

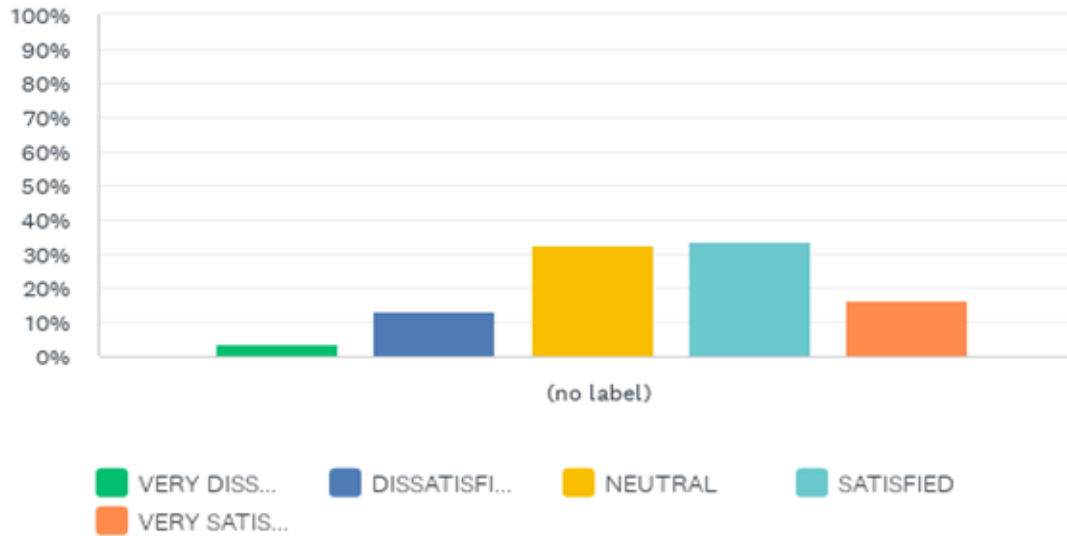


Potential Improvements (4-point Measure of Importance)	n	Mean	SD
Extending current network of paved paths	1261	2.0	1.1
Adding distance markers on paved paths	1271	1.7	1.0
Placing additional benches at spaced intervals for those with mobility challenges	1278	2.6	1.0
Making the woodland trail more accessible	1273	2.4	1.2
Establishing more formal connections to the Brewster Historical Society and Brewster Conservation Trust properties	1273	2.2	1.1
Creating a trail to the adjacent Cedar Ridge property	1273	2.3	1.1

Selectively clearing some understory vegetation and invasive species to enhance the marsh and bay views	1278	2.6	1.1
Selectively clearing some trees and shrubs along Route 6A to enhance the roadside view	1279	1.6	1.0

## PARK AMENITIES

Satisfaction with Current Amenities (5-point measure)	n	Mean	SD
	1196	3.5	1.0



<b>Amenities - Potential Improvements (4-point Measure of Importance)</b>	<b>n</b>	<b>Mean</b>	<b>SD</b>
Building an ADA compliant covered pavilion with picnic tables on the site of the current storage building	1265	2.2	1.1
Putting in year-round toilet facilities	1268	2.5	1.2
Installing a water station	1267	2.7	1.1
Relocating and renovating the playground to be ADA-compliant and closer to the shade pavilion for better drainage	1264	2.5	1.2
Upgrading or improving the bandstand/gazebo	1268	2.1	1.0
Adding appropriately sized signage to identify all of the amenities at the park	1269	2.0	1.0
Adding appropriately sized signage to explain the history and ecology of the area	1268	2.4	1.0
Adding a viewing platform overlooking the marsh	1266	2.3	1.2
Moving some large events to other locations in town	1266	1.9	1.1



## Town of Brewster

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

Office of:  
Select Board  
Town Manager

### MEMORANDUM

**TO:** Select Board  
**FROM:** Peter Lombardi, Town Manager  
**RE:** Proposed Charge for Reconstituted Drummer Boy Park Advisory Committee  
**DATE:** March 30, 2023

---

In Summer 2020, the Town received \$33,000 in state grant funds through the Community Compact best practice program to develop an updated Master Plan for Drummer Boy Park. Originally purchased by the Town in 1988, the first Master Plan for Drummer Boy Park was adopted by Town Meeting in 1995 and has informed the Town's overall approach to the property since.

With these grant funds, the Town hired a consultant, CDM Smith Inc., to review the park's condition and uses, help develop plans and designs for expanded or alternative uses, estimate costs for such plans, and conduct public outreach regarding the park's future. To shepherd this important work, the Select Board formed an ad hoc Drummer Boy Park Advisory Committee charged with evaluating existing and potential future uses of the Drummer Boy Park property and developing an updated Master Plan to present to Town Meeting. The committee was appointed in Fall 2020. The seven (7) member committee was comprised of one (1) representative from the Recreation Commission, one (1) representative from the Council on Aging, one (1) representative from the Natural Resources Advisory Commission, and four (4) Brewster citizens at large.

Given their proximity to the park and shared interest in its future use, representatives from the Brewster Historical Society, Brewster Conservation Trust, and Museum of Natural History were invited to attend and participate in the committee's meetings on a regular basis. The committee was supported by the Natural Resources Director, the Council on Aging Director, the Recreation Director, and the DPW Director.

From December 2020 through June 2021, the committee met and developed a series of schematic concept plans that culminated in the presentation of a recommended plan to the Select Board in June 2021.

The goals of the plan were to:

- Preserve the character of the park and enhance the views of the bay
- Collaborate with the Brewster Historical Society and the Brewster Conservation Trust in preserving the character of the complex and enhancing its use
- Plan for increased use and provide additional access to and throughout the park
- Identify park use areas

The plan identified two implementation phases. The first focused on improving parking, pedestrian access, and stormwater infrastructure. The second identified amenity upgrades to the playground, gazebo, and replacing the storage building (old gift shop structure) with a shade pavilion. Recognizing that the Town was then in the early stages of planning for a potential elevated boardwalk to Wing Island from Drummer Boy Park via the adjacent Cedar Ridge Reserve property, that possibility was referenced in the plan.

The plan was presented to and unanimously adopted by Town Meeting in November 2021. Following the Town Meeting vote, the Select Board disbanded the committee in December 2021. In May 2022, Town Meeting appropriated \$75,000 to advance design and permitting for Phase I improvements as outlined in the plan. The Town hired Horsley Witten to help develop their design plans and assist with permitting.

In parallel with these actions related to Drummer Boy Park improvements, the Town secured \$50k in state grant funding to advance design and permitting for a new boardwalk to Wing Island and a \$30k contribution from a then anonymous donor via the Brewster Conservation Trust. Town Meeting approved \$50k for this project in November 2021. To ensure coordination between the two projects, Horsley Witten was hired to assist in these efforts as well.

In August 2022, the Town hosted a public forum focused on conceptual plans for the Wing Island boardwalk. Many residents expressed concerns about this proposal over the ensuing months. At the same time, Horsley Witten developed conceptual plans for Phase I improvements to Drummer Boy Park, seeking to formalize parking, improve drainage, and provide better and safer pedestrian access. The anticipated costs of this work were approximately \$750k. In November 2022, Town Meeting did not approve the \$255k appropriation proposed by the Town for Phase I, in large part due to concerns about the connections between this work and the proposed boardwalk. Following that vote, all design work was suspended and no further action has been taken in advancing Drummer Boy Park Master Plan implementation. The Town continues to maintain the property, including making repairs to the playground.

In March 2023, a Special Town Meeting was convened to act on three citizens petitions. Article 3 originally sought to rescind the Drummer Boy Park Master Plan vote by Town Meeting of November 2021. Ultimately, Town Meeting voted to refer the 2021 Master Plan to a newly reconstituted committee to be appointed by the Select Board in



consultation with the Moderator who would then report back to Town Meeting in May 2024. Although this process will be led by this new committee, there is currently no funding in place to support their efforts, outside of Town staff time.

For the Select Board's consideration, I offer the following draft charge for the committee:

*PURPOSE: The Drummer Boy Park (DBP) Advisory Committee will re-evaluate the 2021 Drummer Boy Park Master Plan and will deliver a report to the May 2024 Annual Town Meeting. This report may include an updated Master Plan, but any such plan shall not incorporate or include any new means of access to Wing Island. The DBP Advisory Committee is an ad hoc committee.*

*APPROACH: The DBP Advisory Committee will review the overall goals and recommendations identified in the 2021 Master Plan and will determine whether any changes are appropriate. This review process should consider other recent Town strategic planning documents, including but not limited to the Town's recently updated Open Space and Recreation Plan. It should also account for ongoing community input regarding potential future public uses of the Sea Camps properties. The DBP Advisory Committee will conduct public outreach and solicit resident feedback in developing their report for Town Meeting.*

*MEMBERSHIP: The DBP Advisory Committee will consist of seven (7) members to be appointed by the Select Board in consultation with the Moderator and will include: one (1) Natural Resources Advisory Commission member; one (1) Council on Aging member; one (1) Recreation Commission member; and four (4) members from the community at-large. The Select Board will make appointments to seat the new committee as soon as is practicable. The term of committee appointments will be through May 2024. The Select Board will appoint a liaison to the DBP Advisory Committee. The DBP Advisory Committee will be supported by the Natural Resources Director, COA Director, Recreation Director, DPW Director, and/or Town Administration as necessary. Non-voting representatives from the Brewster Historical Society, Brewster Conservation Trust, and Museum of Natural History will be invited to attend and participate as appropriate.*

Once the Select Board approves the committee's updated charge, we will then post an announcement on the homepage of the Town website and on the Town's social media platforms soliciting letters of interest from residents interested in serving. The Select Board will then follow their standard committee appointment policy; however, in this instance, that process will also include the Moderator in the initial screening phase. Consistent with that policy, recommended candidates will be included in the FYI section of a future Select Board packet 2 weeks in advance of formal appointment.

Town of Brewster  
Citizen Petitioned – Special Town Meeting Report  
March 6<sup>th</sup>, 2023

Report of the  
**Citizen Petitioned - Special Town Meeting**  
**Monday, March 6<sup>th</sup>, 2023**

In accordance with the Warrant, the Citizen Petitioned - Special Town Meeting was held at the Stony Brook Elementary School, 384 Underpass Road on Monday, March 6<sup>th</sup>, 2023.

A quorum was present with 848 of 8592 eligible voters. 9%

The counters and tellers were Anne Best, David Briggs, Lauren Elliott-Grunes, June Cameron, Robert Harris, Julie Menges, Sharon Ryone, Charlie Winn, Thaddeus Nabywaniec, and Jayanne Monger, Assistant Town Clerk.

The Citizen Petitioned - Special Town Meeting of March 6<sup>th</sup>, 2023 was called to order by Moderator Charles Sumner at 6:12pm.

Town Meeting was held indoors in the Elementary School gymnasium. The Moderator, Charles Sumner made a few announcements before proceeding with Town Meeting. He has filed a Conflict of Interest statement with the Town Clerk. Due to the overflow crowd, the library has been set up for seating as well. Benjamin DeRuyter was the Deputy Moderator appointed and sworn by the Moderator to preside over the Library. Brewster follows Town Meeting Time for their Town Meeting rules of order, but the Moderator has some discretion on time limits, and as a courtesy he has allowed for the petitioners to have extra time while presenting their articles.

Posting and return of service of the Citizen Petitioned - Special Town Meeting warrant was confirmed. There being no objections the Moderator began dispensing with the articles, which after discussion with the petitioners will be called in Article order, not by lottery.

6:17pm

**NO FURTHER WING ISLAND BOARDWALK FUNDING**

**ARTICLE NO. 1:** To see if the Town will vote to adopt the following:

No funds previously appropriated by the Town shall be expended by the Town in any way, including without limitation for staff time, or to pay any consultant or professional or outside contractor, for any design, permitting, construction, or promoting in any way of a boardwalk to Wing Island, or other re-design or modification of the existing access to Wing Island, provided that any invoice for payment submitted by such consultant or professional or outside contractor prior to the date of the warrant for this Special Town Meeting may be paid from sums previously appropriated or grants or gifts previously received; nor shall the Treasurer approve for payment any warrant for payment approved by the Select Board that includes an authorization for payment of any sums that would be in violation of this Article.

It is further the sense of the Town Meeting to the Select Board, and the Select Board is hereby advised by the Town Meeting, that, no grants or gifts received by the Town which the Select Board is authorized by law to accept or expend, shall be expended for staff time, or to pay any consultant or professional or outside contractor, for design, permitting, construction, or promoting in any way of a boardwalk to Wing Island, or other re-design or modification of the existing access to Wing Island, or to take any other action relative thereto.

(Citizen's Petition)

(Majority Vote Required)

**MOTION made by Citizen Debra Johnson:** I move Article 1 as printed in the warrant.

**ACTION on the Main Motion:** Adopted by a greater than majority. Voter Cards.

**AMENDMENT made by Citizen Doug Wilcock: I move that the following amendment be made to Article 1 so that the phrase which, if passed, shall remain in effect until March 6, 2028 be inserted in the introduction to the article so that Article 1 reads:**

**To see if the Town will vote to adopt the following which, if passed, shall remain in effect until March 6, 2028:**

**ACTION on this Amendment: Defeated. Voter Cards.**

**AMENDMENT made by Citizen Carol Marie Anderson: I move to remove, starting, halfway down in the first paragraph, from the word provided to the word received.**

**ACTION on this Amendment: Defeated. Voter Cards.**

**At 7:10pm a motion was made to “Move the previous question” by Citizen Tim Hackert. This was adopted by a Moderator declared greater than 2/3 majority. Voter Cards.**

7:16pm

**TRANSFER CARE, CUSTODY AND CONTROL OF WING ISLAND AND CHANGE USES**

**ARTICLE NO. 2:** To see if the Town will vote to transfer the care, custody, and control of the land acquired by the Town of Brewster pursuant to an Order of Taking dated July 14, 1961 and recorded on July 28, 1961 in Barnstable Deeds at Book 1123 Page 170 (Wing Island, so-called) from the Select Board to the Brewster Conservation Commission to be used for conservation, open space, and passive educational purposes, said land to be managed by the Conservation Commission for such purposes, or to take any other action relative thereto.

(Citizen’s Petition)

(Majority Vote Required)

**MOTION made by Petitioner John Dupuy: I move the Town vote to transfer the care, custody, and control of the land acquired by the Town of Brewster pursuant to an Order of Taking dated July 14, 1961 and recorded on July 28, 1961 in Barnstable Deeds at Book 1123 Page 170 (Wing Island, so-called) from the Select Board to the Brewster Conservation Commission to be used for, and permanently dedicated to, conservation and open space purposes, said land to be managed by the Conservation Commission for such purposes.**

**ACTION on the Main Motion: Adopted by a Moderator declared 2/3 vote. Voter Cards.**

**At 7:41pm a motion was made to “Move the previous question” by Citizen Tim Hackert. This was adopted by a greater than 2/3 majority. Voter Cards.**

► Moderator Sumner took this opportunity to recognize former State Representative Timothy Whelan and current State Representative Christopher Flanagan.

7:52pm

**RESCIND DRUMMER BOY MASTER PLAN VOTE**

**ARTICLE NO. 3:** To see if the Town will vote to rescind its vote to accept the “2021 Drummer Boy Park Master Plan” taken under Article 12 of the November 15, 2021 Special Town Meeting or to take any other action relative thereto.

(Citizen’s Petition)

(Majority Vote Required)

**MOTION made by Petitioner Jillian Douglass: I move that the Town vote to reconsider the vote to accept the “2021 Drummer Boy Park Master Plan” take under Article 12 of the November 15, 2021 Special Town Meeting; and that the 2021 Drummer Boy Master Plan be referred to a new committee to be appointed by the Select Board in conjunction with the Moderator, to study and report to the May 2024 Annual Town Meeting.**

**ACTION on the Main Motion: Adopted by a greater than majority. Voter Cards.**

**A Motion was made to “Move the previous question” by Tim Hackert. This was adopted by a Moderator declared greater than 2/3 majority. Voter Cards.**

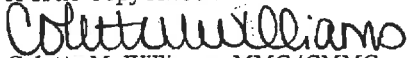
Town of Brewster  
Citizen Petitioned – Special Town Meeting Report  
March 6<sup>th</sup>, 2023

**At 8:07pm a motion was made to “Move the previous question” by Citizen Jim King. This was adopted by a Moderator declared greater than 2/3 majority. Voter Cards.**

**Select Board Chair David Whitney motioned to dissolve the Special Town Meeting of March 6<sup>th</sup>, 2023. Majority vote. Voice.**

The Citizen Petitioned – Special Town Meeting of March 6<sup>th</sup>, 2023 was dissolved at 8:09pm by a majority vote. Voice.

A True Copy Attest:



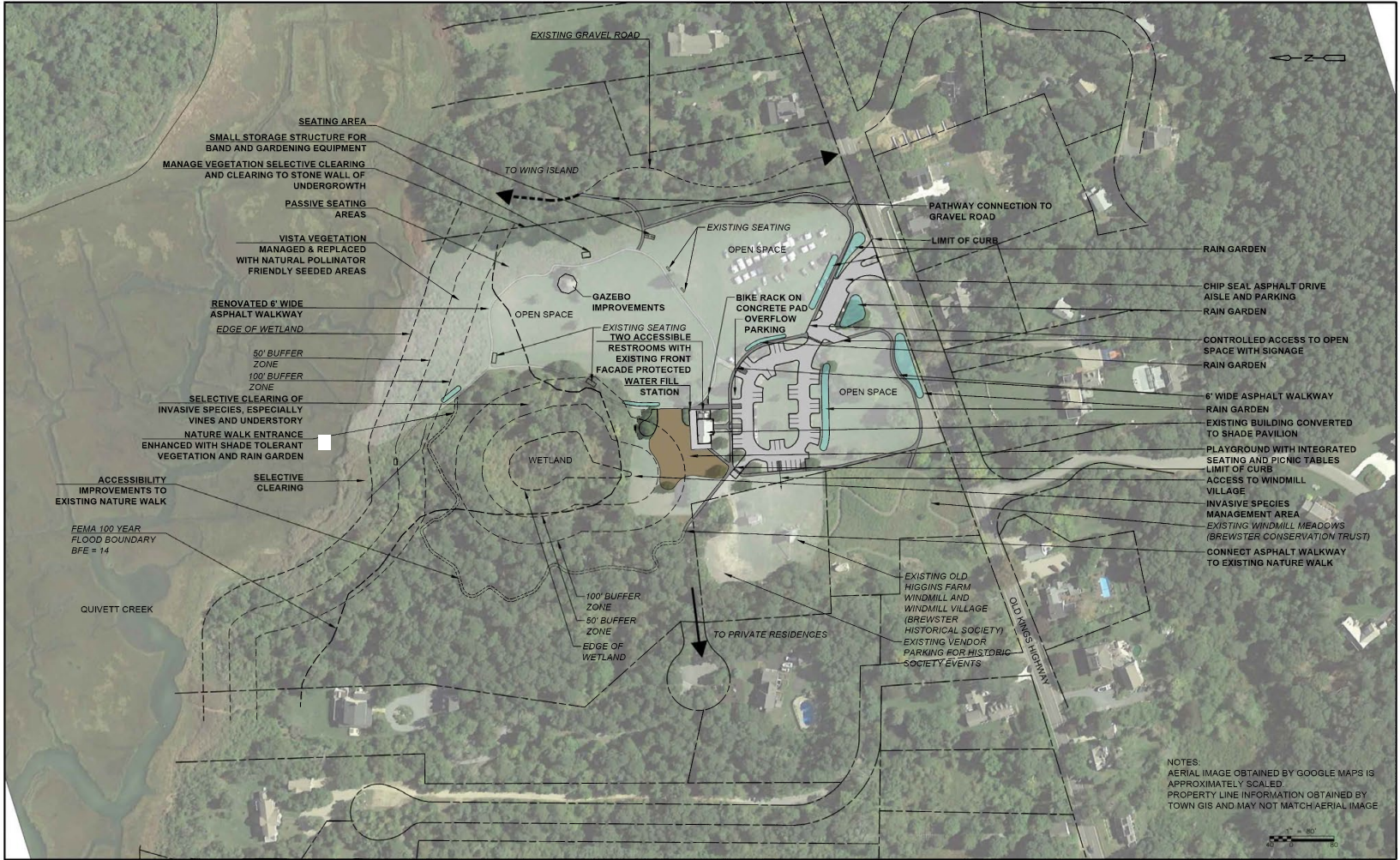
Colette M. Williams, MMC/CMMC

Town Clerk

Brewster, MA



ALL RIGHTS RESERVED. THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



DRUMMER BOY PARK  
TOWN OF BREWSTER, MA

RECOMMENDED MASTER PLAN  
APRIL 2021

FIGURE 4-1



**SPECIAL TOWN MEETING  
NOVEMBER 15, 2021**

- (3) The Building Commissioner shall require the applicant to cause a qualified professional to provide records of elevation and/or floodproofing levels for new construction or substantial improvement within the flood district.
- H. Designation of community Floodplain Administrator. The Town of Brewster hereby designates the position of Building Commissioner to be the official floodplain administrator for the Town.
- I. Severability. If any provision of this section should be disapproved by the Attorney General or invalidated by a court of competent jurisdiction, the remainder of the section shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this § 179-7 shall not affect the validity of the remainder of the Town of Brewster's Zoning Bylaw.
- J. Abrogation. The provisions found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.
- K. Liability. The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.
- L. Requirement to submit new technical data. If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:

FEMA Region I Risk Analysis Branch Chief  
99 High St., 6th floor, Boston, MA 02110

And copy of notification to:  
Massachusetts NFIP State Coordinator  
MA Dept. of Conservation & Recreation, 251 Causeway Street, Boston, MA 02110

(Planning Board) (Two Thirds Vote Required)  
**Motion made by Planning Board Member Charlotte Degen: I move to approve Article No. 11 as printed in the warrant.**

**ACTION: ADOPTED by a Moderator declared greater than 2/3 vote – Voter Cards**

7:15pm

**DRUMMER BOY PARK MASTER PLAN UPDATE**

**ARTICLE NO. 12:** To see if Town will vote to accept the 2021 Drummer Boy Park Master Plan, or to take any other action relative thereto.

(Select Board) (Majority Vote Required)

**Motion made by Drummer Boy Park Committee Member Jamie Veara: I move to approve Article No. 12 as printed in the warrant.**

**ACTION: ADOPTED UNANIMOUSLY – Voter Cards**

**OTHER BUSINESS**

**ARTICLE NO. 13:** To act upon any other business that may legally come before this meeting or to take any other action related thereto.

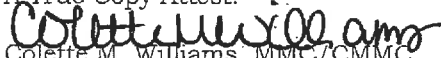
(Select Board) (Majority Vote Required)

**Motion made by Select Board Chair Cynthia Bingham: I move that that the Town vote to dissolve the Fall 2021 Special Town Meeting.**

**ACTION: ADOPTED UNANIMOUSLY – Voter Cards**

The Special Town Meeting of November 15<sup>th</sup>, 2021 was dissolved at 7:23pm.

A True Copy Attest:

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

Final Report

**Town of Brewster,  
Massachusetts**  
**Drummer Boy Park Master Plan**

October 2021



*Photo: Brewster Conservation Day - July 2018*

# Table of Contents

## Section 1 Study Purpose and Team

1.1 Study Purpose .....	1-1
1.2 Project Team.....	1-1

## Section 2 Data Collection and Existing Conditions Analysis

2.1 Data Collection .....	2-1
2.2 Existing Conditions .....	2-1
2.3 Initial Site Visit with Town .....	2-4
2.4 Opportunities and Constraints.....	2-4
2.5 Site Visit with Advisory Committee .....	2-6

## Section 3 Schematic Concept Plans

3.1 Concept Plan I.....	3-1
3.2 Concept Plan II .....	3-3
3.3 Concept Plan III .....	3-6

## Section 4 Recommended Master Plan

4.1 Recommended Master Plan Overview.....	4-1
4.2 Phasing Strategy.....	4-4
4.3 Order of Magnitude Project Budget.....	4-4

## Section 5 Conclusion

## List of Figures

Figure 2-1 Drummer Boy Existing Conditions.....	2-3
Figure 2-2 Brewster Opportunities and Constraints .....	2-5
Figure 3-1 Drummer Boy Park Concept Plan I .....	3-2
Figure 3-2 Drummer Boy Park Concept Plan II.....	3-4
Figure 3-3 Drummer Boy Park Concept Plan III .....	3-6
Figure 4-1 Drummer Boy Park Recommended Master Plan .....	4-2
Figure 4-2 Drummer Boy Park Use Area Plan .....	4-3
Figure 4-3 Drummer Boy Park Phase I Improvements Plan .....	4-5

## Appendices

Appendix A	Proposed Raised Boardwalk to Wing Island
Appendix B	Order of Magnitude Opinion of Probable Project Cost, Phase I
Appendix C	Order of Magnitude Opinion of Probable Project Cost, Phase II
Appendix D	Drummer Boy Park Master Plan Presentation, June 7, 2021
Appendix E	Meeting Minutes

# Section 1

## Study Purpose and Team

The Town of Brewster purchased a property in town in 1988 that was occupied by a museum and residence building. In 1995 the Town of Brewster in collaboration with Mary Smith Associates, P.C. Landscape Architects & Planners completed a Master Plan Study on Drummer Boy Park. That Master Plan was presented to and approved by Town Meeting on May 1, 1995. The study identified the opportunities and constraints for the site and developed a programmatic plan to maximize the potential into the future via a phased implementation approach. Some of these improvements, including the bandstand, playground, and some walking paths, have already been implemented. In 2020 the Select Board established the Drummer Boy Park Advisory Committee to review the park and revise the Master Plan. CDM Smith was hired by the town to assist the committee in preparing the revised design.

### 1.1 Study Purpose

The purpose of this study is to update the Master Plan for Drummer Boy Park considering the current needs of the town. Identifying specific opportunities and constraints at the site allows local representatives and the public to understand the site better and then decide how best to structure a plan to protect the resource as well as meet the needs of the community for many years to come. Factoring in knowledge and concepts from existing user groups as well as potential user groups is an important component of this master plan development.

### 1.2 Project Team

This project was coordinated for the town by an advisory committee which included the Brewster Department of Natural Resources, Department of Public Works, the Council on Aging, Recreation Department, Conservation Trust, local historical organizations, Brewster residents, and CDM Smith, and comprised of the following individuals:

#### Committee Members

- E. James Veara, Chair
- John Kissida, Vice Chair
- Cherlyanne Lombardi, Clerk
- Andrea Nevins
- Stephen Najarian
- Tom Wingard, Brewster Recreation Commission Representative.

### **Advisory Members**

- Bob Smith, Cape Cod Museum of Natural History
- Sally Gunning, Brewster Historical Society
- Hal Minis, Brewster Conservation Trust
- Chris Miller, Director, Brewster Department of Natural Resources
- Patrick Ellis, Superintendent, Brewster Department of Public Works
- Michael Gradone, Director, Brewster Recreation Department
- Denise Rego, Director, Brewster Council on Aging
- Patricia Hughes, Brewster Natural Resources Advisory Commission Representative

### **Consultants**

- Michael Dodson, CDM Smith
- David Young, CDM Smith

Several town staff members, elected and town officials, user groups and members of the community also provided input at committee meetings, community meetings, and general correspondence.

## Section 2

# Data Collection and Existing Conditions Analysis

A significant amount of data was collected by the project team and town representatives during preparation of the master plan. Understanding the parks uses and user groups, and site constraints and opportunities is an important step in master plan development.

## 2.1 Data Collection

The town provided property limits and ownership of parcels around Drummer Boy Park which identified opportunities to provide connections to adjacent properties. Historic plans were provided that included the historic residential dwelling as well as the museum that was demolished. A site plan that was developed by J.M. O'Reilly & Associates, Inc. was also provided that showed limits of the recently installed asphalt walkway meandering through the site and also wetland limits. The limits of wetland and wetland buffers were used to define limits of proposed improvements. The town also provided information for the abandoned gift shop, which is useful to understand the vacant structure's potential for reuse. A Playground Safety Audit as prepared by Playground Inspections of New England, LLC, and Nancy White a Certified Playground Safety Inspection. The audit identified that the playground is in need of many improvements including improved drainage, deteriorated structures, and accessibility improvements. The Town has taken care of any immediate safety issues that were noted.

## 2.2 Existing Conditions

The park is sited between Old Kings Highway (Route 6A) to the south and Quivett Creek and Wing Island to the north. Old Higgins Farm Windmill and Windmill Village owned by Brewster Historical Society and Windmill Meadows owned by Brewster Conservation Trust are located to the west, and a wooded parcel owned by the Town is located to the east. This wooded parcel is under the care, custody, and control of the Conservation Commission. The close proximity to these town resources provided the opportunity to integrate each parcel together as one cohesive park. Further to the east is the Cape Cod Museum of Natural History with a sidewalk leading to the park.

When driving into the site, the driver's view is partially blocked by an existing hydrangea shrub. Vehicles are able to drive counterclockwise around a central green that holds the town's seasonal tree that is decorated during the holiday season in December. The parking area is laid out organically and vehicles parallel park on each side of the drive aisle. When spaces within the paved area are fully occupied, vehicles park off of the pavement area where there was once grass but is now mostly bare soil.

Adjacent to the parking area, the vacant gift shop stores equipment used by a local band that plays at the bandstand. The view of the playground is unfavorably blocked by this vacant building. The playground surfacing is covered with wood chips and is not considered accessible by Massachusetts Architectural Access Board (MAAAB).



The parking area and playground open to a meandering walkway that was paved in 2020. This leads visitors around the site with a few seating areas located to take advantage of views of Quivett Creek. Another wooded trail was developed in the woods on the western side of the property. Some visitors walk through a partially exposed wooded trail on the east side of the parcel to access an existing gravel road to access Wing Island. Existing features were captured and labeled on an Existing Conditions Plan (**Figure 2-1**).

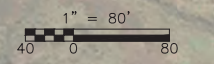
*This space was intentionally left blank.*



© 2020 CDM SMITH. ALL RIGHTS RESERVED. REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



NOTES:  
 AERIAL IMAGE OBTAINED BY GOOGLE MAPS IS APPROXIMATELY SCALED.  
 PROPERTY LINE INFORMATION OBTAINED BY TOWN GIS AND MAY NOT MATCH AERIAL IMAGE





## 2.3 Initial Site Visit with Town

In October of 2020 CDM Smith visited the site with town officials to discuss goals, identify opportunities and constraints, and review improvement priorities. Upon entering the site, it was clear that one of the goals of the project is to enhance the views of Quivett Creek and the bay. Another goal emphasized was to preserve the character of the park.

Drummer Boy Park is used for many passive activities including walking, picnicking, bird watching, and enjoying the outdoor environment. Recreational activities at the site include frisbee, playing catch, and use of the playground. The Brewster Band performs at the gazebo weekly during the summer months providing an opportunity for the community to gather and view live music. Organized activities including craft shows, farmer's markets, fairs, festivals, and weddings occur at the site throughout the year. For these events, tents and vehicles are grouped in open lawn areas that are identified prior to the event.

It is a goal to identify the park use areas based on the organized activities scheduled at the site. Drummer Boy Park attracts many people of all ages for different activities. Increased use at the park creates a desire for additional parking, but it was stressed that if too many parking spaces are provided, the character of the park would become compromised. The stated goal of the Advisory Committee was not to create a "large, paved parking lot"

## 2.4 Opportunities and Constraints

Improvements are needed to serve current and future needs of the community. The site has significant potential to enhance the existing features and increase activities. There is great opportunity for the Town, Brewster Historical Society and Brewster Conservation Trust to collaborate on future integration of their properties to form the Brewster Drummer Boy Park Complex. From the data collected and observations on site, an Opportunities and Constraints plan was prepared (**Figure 2-2**).

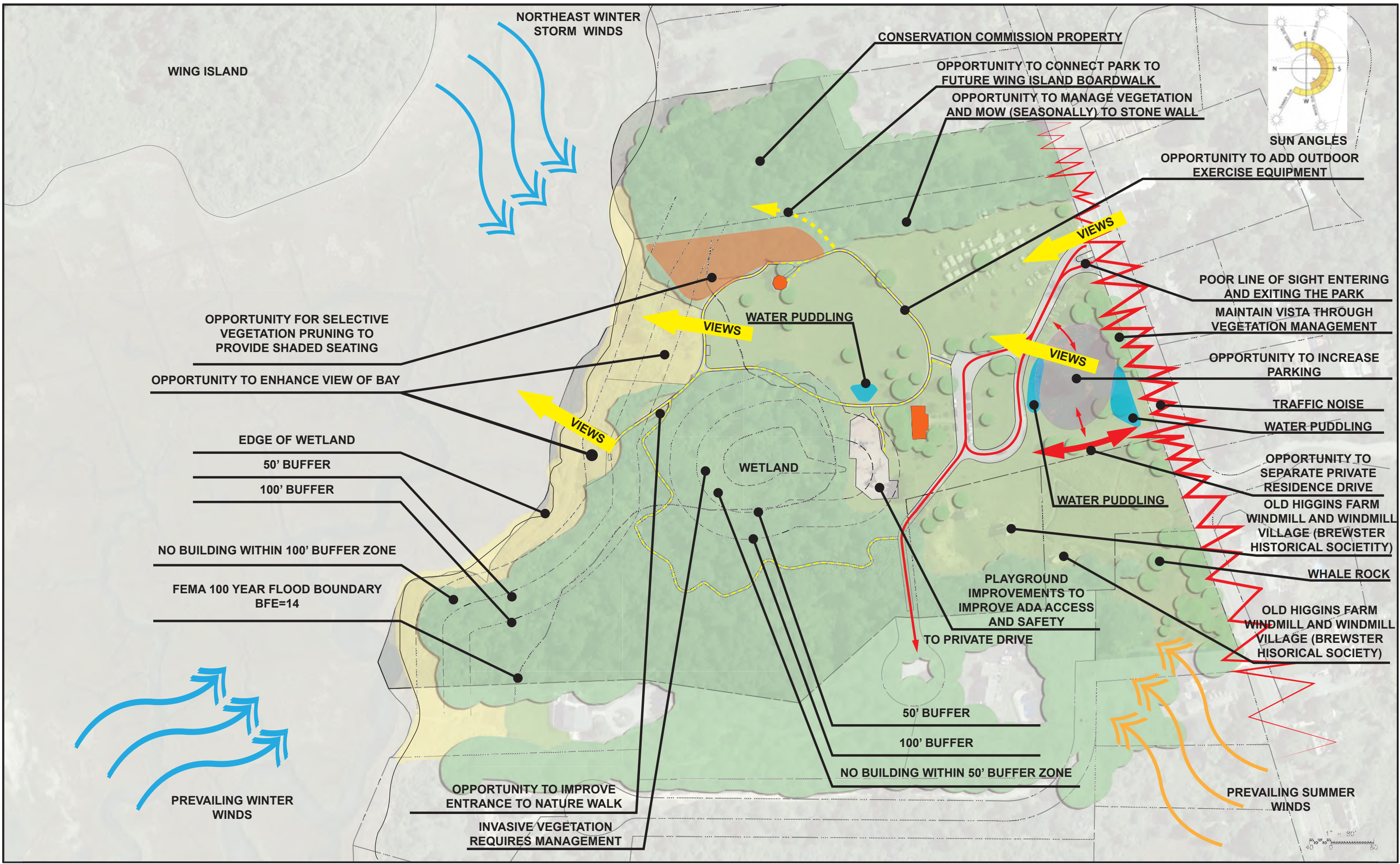
An opportunity was identified to selectively clear understory vegetation to enhance views of Quivett Creek. The view is currently constrained from vegetation along the edge of the creek as well as partially from trees along Old Kings Highway. View corridors were identified and added to the plan. Selective clearing could also provide additional shaded seating areas accessible from the existing walkways. The existing wooded trail has become overgrown with invasive vegetation, and there is an opportunity to manage the vegetation, while proving better visual access to the trail and making it more easily accessible.

There are opportunities to expand pedestrian walkways to the wooded parcel on the east as well as the Windmill Village on the west. This would create a setting where visitors could access the adjacent parcels and increase the overall use of the site. There are plans to create a connection to Wing Island in the future with a boardwalk, and access to the boardwalk would likely come from Drummer Boy Park. The planned location can be found in **Appendix A**. Increased pedestrians entering the site will need to be considered when planning walkway locations and widths.

Due to the current use at the site and the anticipated increase in use for the future, there is an opportunity to increase the structured parking area while still preserving the character of the



© 2020 CDM SMITH. ALL RIGHTS RESERVED. REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.





site. As an alternative, expansion of the existing parking area could be considered if deemed necessary by the town in the future. Because of the existing soil there are some areas on the site where puddles form and should be addressed by proposed improvements. There is an opportunity to create rain gardens intended to collect and infiltrate stormwater in the wet areas around the site.

There is an opportunity to add restrooms to the park allowing visitors to stay longer. However, due to the poor draining soils most of the site is unable to accommodate a Title 5 leaching field. The only area suitable for a leaching field is on the eastern portion of the site in the location of the previously demolished residential property. Ideally, restrooms would be included in the area of the vacant gift shop.

The existing playground, located too close to the wetland, is often wet, is outdated, not identified as accessible by the MAAAB, and does not provide a source for shade. There is an opportunity to demolish the existing playground and shift to the south, closer to the vacant gift shop. The vacant gift shop could be renovated into a shade structure pavilion. This would preserve the character of the existing structure, would provide shade, and would open the views from the parking area to the playground.

## 2.5 Site Visit with Advisory Committee

In December of 2020, CDM Smith met with the Drummer Boy Park Advisory Committee to review the Existing Conditions Plan, Opportunities and Constraints Plan, and to identify additional opportunities that the park could provide. Expansion of structured parking to the open lawn on the southwest corner of the site was discussed. Though it would create many additional parking spaces, there were concerns that it would reduce the natural character of the site and it was determined that the parking area should not be expanded. It was recommended that the drive aisle and parking spaces be reconfigured to maximize parking spaces while reducing the overall paved area.

## Section 3

# Schematic Concept Plans

Utilizing the data collected, Opportunities and Constraints Plan, and comments from the Advisory Committee, schematic concept plans were created and presented at each monthly meeting with the Advisory Committee. During each meeting thoughtful feedback was provided, and the schematic plans evolved into the Recommended Master Plan.

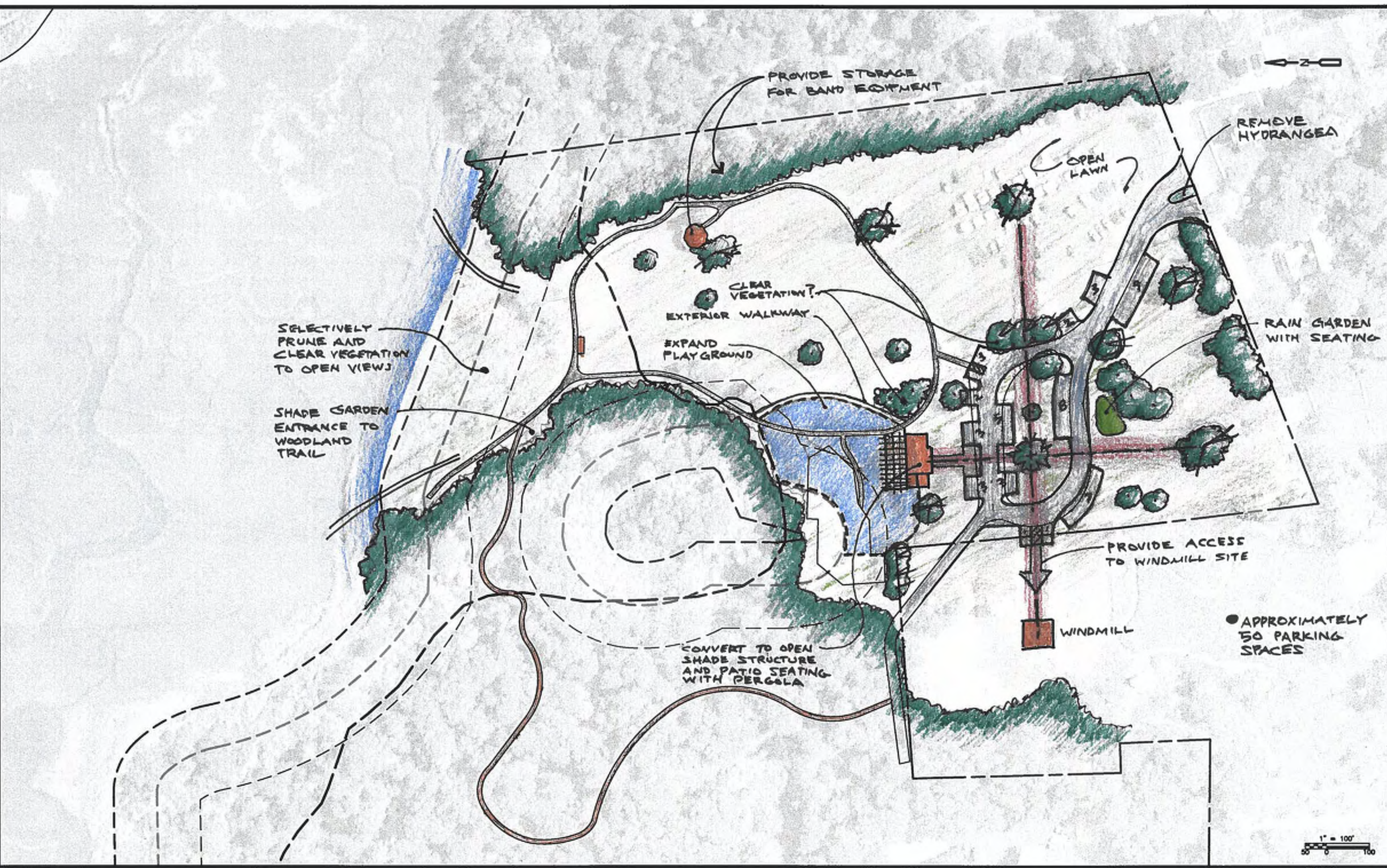
### 3.1 Concept Plan I

In January of 2021 CDM Smith presented the first Schematic Concept Plan (**Figure 3-1**). Approximately 50 straight in parking spaces were proposed around the existing drive and staggered to reduce the overall width of pavement. It was proposed to selectively prune and remove vegetation between the park and the bay to enhance and open views. The existing hydrangea at the entrance should be pruned or removed and replaced with a low-growing shrub so that the sightline leading into the park is not blocked. The playground area was proposed to be increased in size and extend over the existing walkway to the east. Adjacent to the playground, it was proposed to convert the abandoned visitor center to an open pavilion. The roof may be able to be preserved and the walls removed though a thorough structural investigation would be required. Stormwater and wet areas within the site are proposed to be handled by rain gardens. This would be a sustainable way of encouraging stormwater to infiltrate and be stored in a controlled space. It would also add interest and color to the site, while providing habitat to pollinators and other species.

*This space was intentionally left blank.*



© 2020 CDM SMITH ALL RIGHTS RESERVED. REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



DRUMMER BOY PARK  
TOWN OF BREWSTER, MA

Conceptual Site Plan A  
1/6/2021



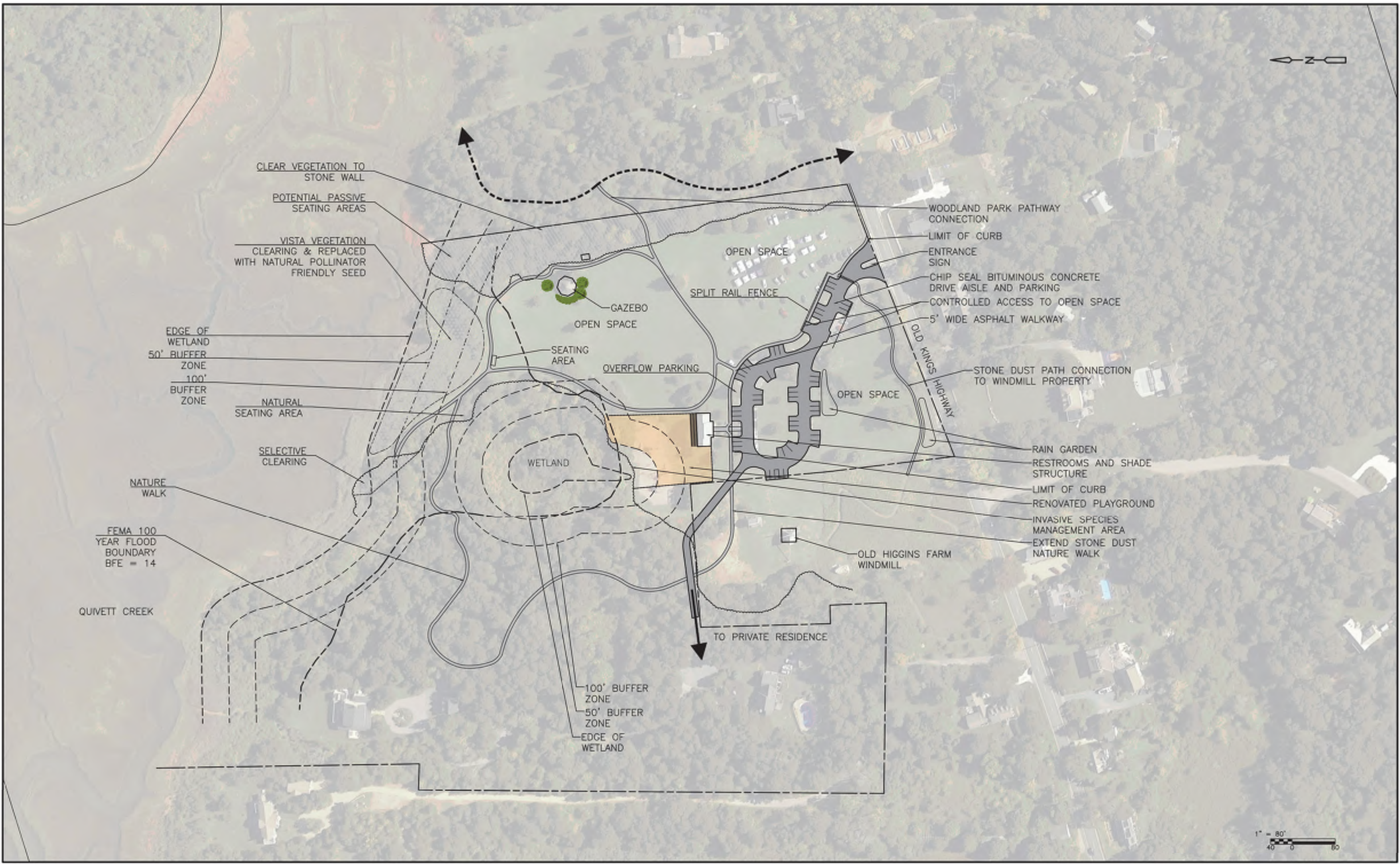
## 3.2 Concept Plan II

In February of 2021 CDM Smith presented the second Schematic Concept Plan (**Figure 3-2**) addressing comments from the Advisory Committee. It was recommended to include an asphalt sidewalk along the access drive, providing pedestrian access from Old Kings Highway into the park. The sidewalk along the drive would include a vertical granite curb to serve as protection from potential conflict with vehicles. An additional asphalt walk would connect from the park entrance around the open space on the southwest corner of the park and connect to the existing mowed walk at windmill meadows. This asphalt walk would continue to the north and connect to the shade pavilion, and other access throughout the site including the nature walk. All new asphalt walking trails, parking spaces and drive aisle should be finished with a chip seal to naturalize the appearance of the asphalt. A restroom with potential tight tank is located inside of the shade structure. Vegetation on the eastern portion of the site would be selectively cleared to expand the park and add potential passive seating areas. Large shade trees would be protected to encourage shade but invasive species and understory would be removed. A new asphalt walk would extend over the eastern existing walk through the existing stone wall and continue to the gravel driveway that leads to Wing Island. The playground area was reduced in size so that it would not extend the existing walk. This was requested from the advisory committee so that there was a separation between children playing in the playground and the other users of the park.

*This space was intentionally left blank.*



© 2020 CDM SMITH. ALL RIGHTS RESERVED. THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



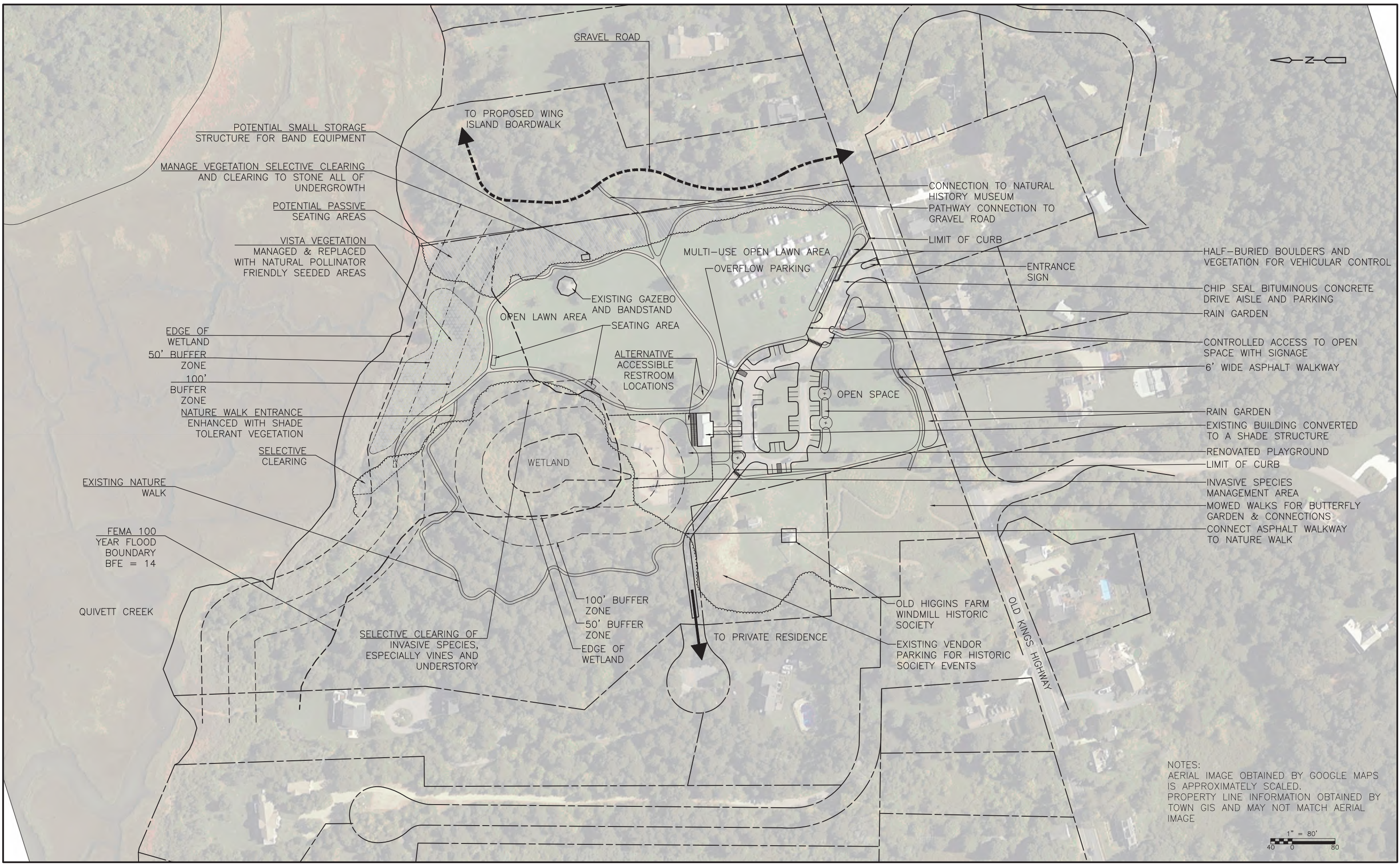


### 3.3 Concept Plan III

In March of 2021 CDM Smith presented the third Schematic Concept Plan (**Figure 3-3**) addressing comments from the Advisory Committee. At the entrance to the park, it was determined to include parallel parking spaces to accommodate three cars on each side of the drive. The length of these spaces would also allow one bus to park on each side. Parking arrangement was refined to maximize parking spaces while providing access to the open lawns. A three-tiered parking strategy was proposed. At low volume, vehicles can park only in paved parking spaces. During busier times, vehicles could park in the lawn areas between the paved parking spaces. During large events one or multiple open lawn areas would be permissible to park. An additional asphalt walk is proposed to connect to the sidewalk on Old Kings Highway and run along the stone wall on the eastern side of the park. This walk would continue and connect to the existing asphalt walk. Additional rain gardens were placed adjacent to the access road to serve as vehicular control to keep vehicles outside of the open space lawns, except when authorized by the town. It was recommended that accessible portable restrooms would be included either inside the shade pavilion or directly outside. Outside of the gazebo band stand, a small storage shed was proposed to house the band equipment. This structure would be set back in the woods so that no views would be blocked of the bay.



© 2020 CDM SMITH. ALL RIGHTS RESERVED. REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.





## Section 4

# Recommended Master Plan

Utilizing the data collected, Opportunities and Constraints Plan, and comments from the Advisory Committee, and Schematic Concept Plan development, a Recommended Master Plan (**Figure 4-1**) was created. This plan was used to identify a phasing strategy and identify the Order of Magnitude Project Budget.

### 4.1 Recommended Master Plan Overview

Final modifications were made to the previous schematic to incorporate all comments from the Advisory Committee, adjacent user groups, and members of the community. It was determined that the vacant gift shop will be converted to a shade pavilion or demolished to install a new shade pavilion. Additional analysis is required to determine the feasibility of converting the vacant gift shop to a shade pavilion. It was also recommended to analyze the gazebo to determine the remaining life and provide improvement recommendations. Two accessible portable restrooms are proposed inside of the shade pavilion. The front façade on the front of the vacant gift shop will be protected to block views of the restrooms and keep the character of the historic building. A bike rack and water fill station were added to the plan outside of the shade pavilion. Park use areas were identified and a Park Use Area Plan was created (**Figure 4-2**). This plan can be distributed to vendors or event users of the park to instruct which open lawn space to utilize or to park when the town grants permission.

Project goals include the following:

- Preserve the character of the park and enhance the views of the bay.
- Collaborate with the Brewster Historical Society and the Brewster Conservation Trust in preserving the character of the complex and enhancing its use.
- Plan for increased use and provide additional access to and throughout the park
- Identify park use areas
- Collaborate with local advisory committee representing the town and coordinate with adjacent user groups

Design criteria was identified including the following:

- New asphalt walking trails are to be 6 feet in width
- New asphalt walking trails, parking and road are to be installed with chip seal
- Understory to be selectively cleared against eastern stone wall
- 50 asphalt parking stalls to be provided





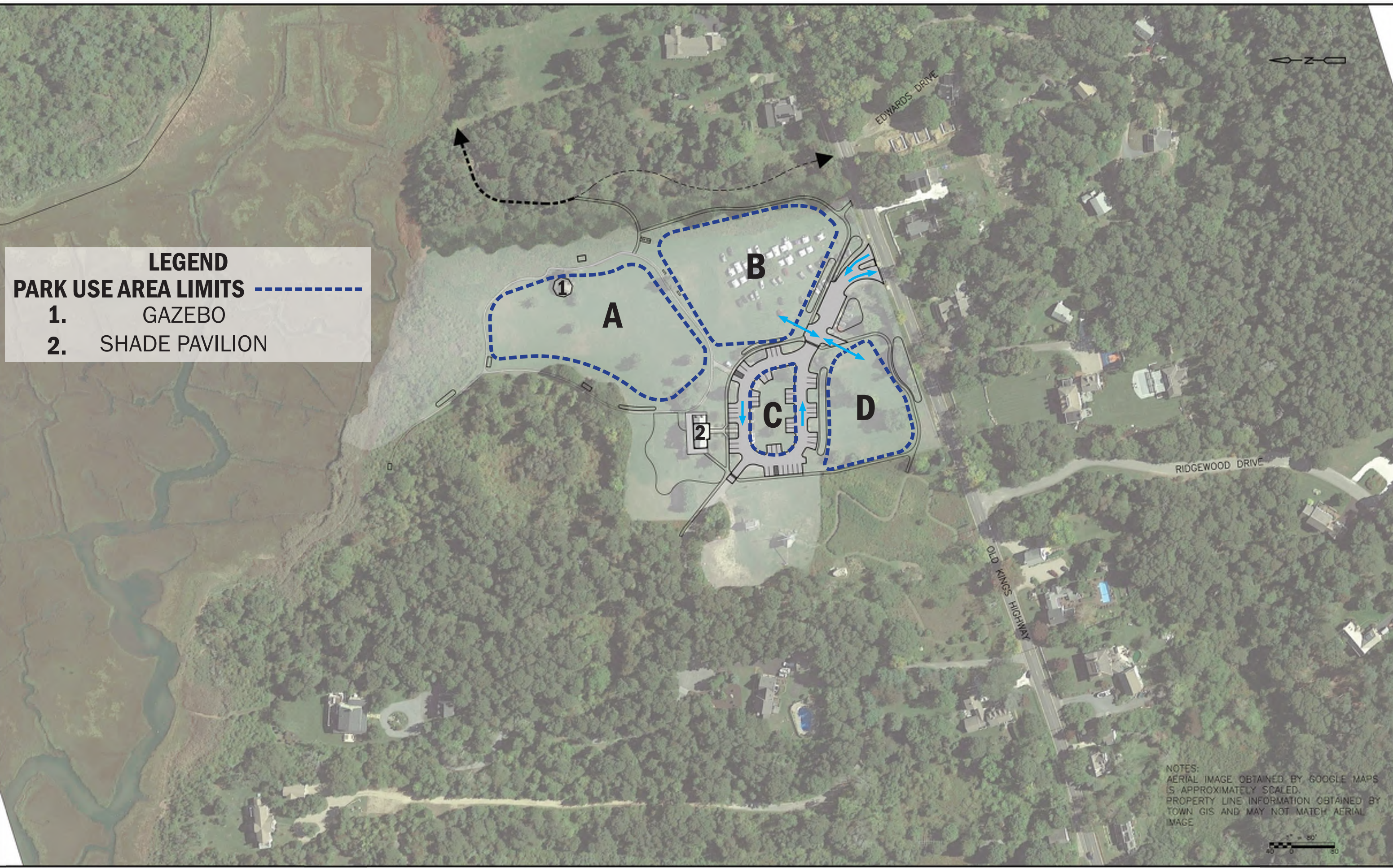


© 2020 CDM SMITH. ALL RIGHTS RESERVED. REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.

**LEGEND**

**PARK USE AREA LIMITS** - - - - -

- 1. GAZEBO
- 2. SHADE PAVILION



NOTES:  
AERIAL IMAGE OBTAINED BY GOOGLE MAPS IS APPROXIMATELY SCALED.  
PROPERTY LINE INFORMATION OBTAINED BY TOWN GIS AND MAY NOT MATCH AERIAL IMAGE



- Native plantings and flowering trees to be utilized
- Views of the bay are not to be blocked

## 4.2 Phasing Strategy

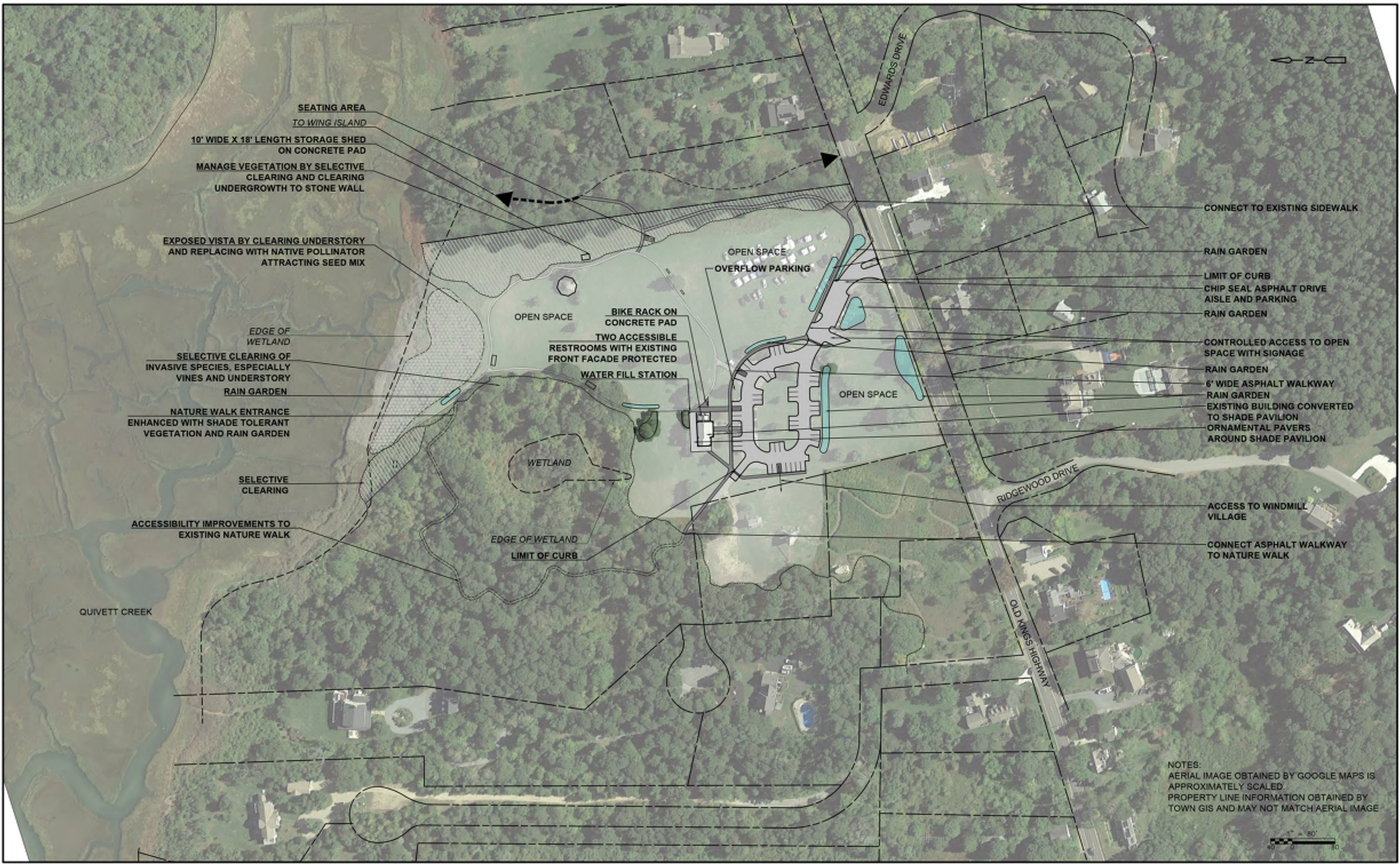
Due to the size and complexity of the improvements identified in the Recommended Master Plan, it is planned that the park improvements will be implemented in two or more phases. Decisions on what elements are to be prioritized will be determined by many factors including available funds and community interest. For the purposes of this study, a Phase I Improvements Plan (**Figure 4-3**) was created. This plan can be implemented in several sub-phases. The majority of the Recommended Master Plan is included in the Phase I Improvements Plan; however, the playground is planned to be constructed in the second phase and the southwestern walking path is planned for a future phase.

## 4.3 Order of Magnitude Project Budget

In order to plan for project funding and schedule, an Order of Magnitude Project Budget (**Appendix B and C**) was created for the first phase and second phase. The budget identifies estimated demolitions costs, material costs, contractor costs for overhead and profit, engineering costs, and costs for analyzing the feasibility of implementing improvement for the vacant gift shop and bandstand gazebo. A 25 percent contingency is included in the budget to account for project unknowns. As the final design is refined the contingency will be reduced and the elements to be included in the first phase of implementation will be identified.



© 2020 CDM SMITH. ALL RIGHTS RESERVED. THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.





## Section 5

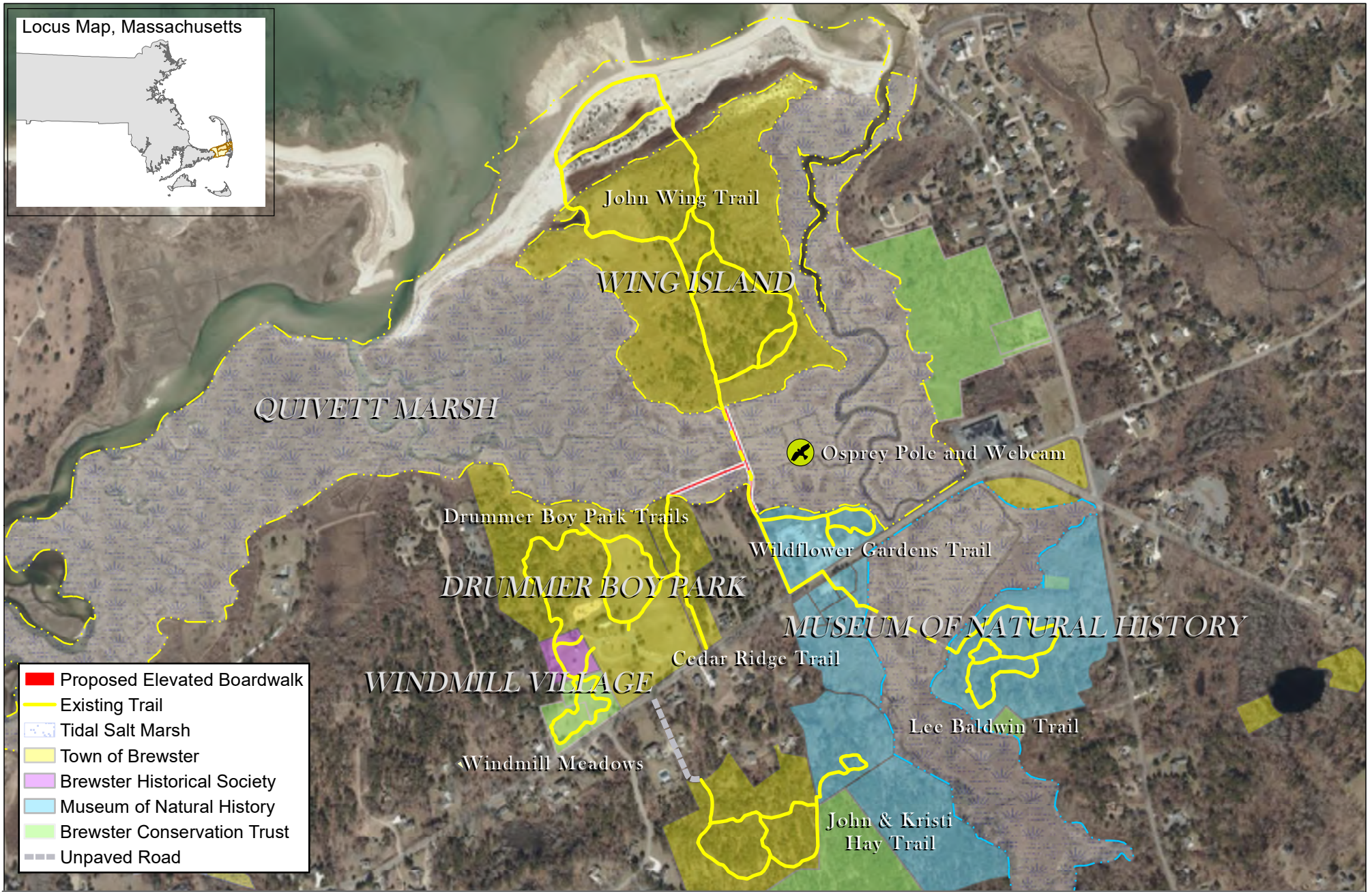
### Conclusion

Obtaining feedback from the community is an important step in planning improvements to public spaces. It is critical that members of the community and park users have a voice to inform and educate designers about their priorities and needs. The improvements to Drummer Boy Park were presented via zoom on April 26, 2021 to the public and positive feedback was received. The Advisory Committee Met in May to review and discuss comments from the public. In Brewster, the Select Board act as the Park Commissioners, and changes to the park are required to be reviewed by the Selectmen prior to being presented at Town Meeting. On June 7, 2021 the improvements to Drummer Boy Park were presented to the Select Board (**Appendix D**). The Master Plan for Drummer Boy Park will be presented at the Town Meeting in the fall of 2021 for approval.

# Appendix A

## Proposed Raised Boardwalk to Wing Island

Locus Map, Massachusetts



-  Proposed Elevated Boardwalk
-  Existing Trail
-  Tidal Salt Marsh
-  Town of Brewster
-  Brewster Historical Society
-  Museum of Natural History
-  Brewster Conservation Trust
-  Unpaved Road

# PROPOSED RAISED BOARDWALK TO WING ISLAND AND ADJACENT TRAIL SYSTEMS

0 0.05 0.1 0.2 Miles



CREATED BY: DAJ  
02/01/21  
CREDITS: MASSGIS

## Appendix B

---

# Order of Magnitude Opinion of Probable Project Cost, Phase I



Drummer Boy Park

Brewster, MA

Phase I

ORDER OF MAGNITUDE OPINION OF PROBABLE PROJECT COST

7/16/2021

Based on Phase I Improvements Plan dated July 2021

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
<b>Site Preparation</b>				
Erosion and Sedimentation Control	1	ls	\$5,000.00	\$ 5,000
Temporary fencing and safety signage	1	ls	\$5,000.00	\$ 5,000
Clear and Grub/ Vegetation Selective Clearing (Approximately 80,000 square feet)	1	ls	\$15,000.00	\$ 15,000
<b>Site Preparation Subtotal</b>				<b>\$ 25,000</b>
<b>General Site Improvements</b>				
Bituminous concrete walkway	500	sy	\$45.00	\$ 22,500
Full depth bituminous concrete access drive and parking with chip seal	2,300	sy	\$70.00	\$ 161,000
Mill and Overlay bituminous concrete access drive and parking with chip seal	900	sy	\$35.00	\$ 31,500
Renovate existing vacant gift shop or install new shade pavillion	1	allowance	\$200,000.00	\$ 200,000
10' wide by 18' length storage shed on concrete	1	ea	\$15,000.00	\$ 15,000
Granite Curbing with 6" Reveal	550	lf	\$45.00	\$ 24,750
Concrete Pavers	1,400	sf	\$30.00	\$ 42,000
Accessibility Improvements to Nature Trail	1	ls	\$15,000.00	\$ 15,000
Two (2) 6' x 6' accessible portable restroom	2	ea	\$5,000.00	\$ 10,000
Bench with Poured Concrete Pad	5	ea	\$2,700.00	\$ 13,500
Rain Garden (Approximately 10,500 square feet)	1	ls	\$50,000.00	\$ 50,000
Loam and Seed Disturbed Areas	1	ls	\$5,000.00	\$ 5,000
Plantings	1	allowance	\$50,000.00	\$ 50,000
Signage	1	allowance	\$10,000.00	\$ 10,000
Bike Rack on Concrete Pad	1	ea	\$4,000.00	\$ 4,000
Miscellaneous Work and Cleanup	1	ls	\$20,000.00	\$ 20,000
<b>General Site Improvements Subtotal, rounded</b>				<b>\$ 674,300</b>
<b>Project Subtotal</b>				<b>\$ 699,300</b>
			Subtotal Direct Costs	<b>\$ 699,300</b>
			Contactor Mobilization/Demobilization - 5% (Rounded)	<b>\$ 35,000</b>
			Subtotal Direct Costs plus Mobilization/Demobilization	<b>\$ 734,000</b>
			Div 01 (Gen. Cond.) and General Contractors OHP - 15% (Rounded )	\$ 110,000
			<b>ESTIMATED CONSTRUCTION COST, ROUNDED</b>	<b>\$ 844,000</b>
			Contingency - 25%, (Rounded)	\$ 211,000
			<b>TOTAL CONSTRUCTION COST, ROUNDED</b>	<b>\$ 1,055,000</b>
			Engineering- 15%, (Rounded) plus \$8K for existing building analysis, plus \$25K for playground 60% design.	\$ 190,000
			<b>ESTIMATED TOTAL PROJECT CONSTRUCTION COST WITH CONTINGENCY AND ENGINEERING</b>	<b>\$ 1,250,000</b>

## Appendix C

---

# Order of Magnitude Opinion of Probable Project Cost, Phase II

Drummer Boy Park

Brewster, MA

Phase I

ORDER OF MAGNITUDE OPINION OF PROBABLE PROJECT COST

7/16/2021

Based on Phase II Improvements Plan dated July 2021

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
<b>Site Preparation</b>				
Erosion and Sedimentation Control	1	ls	\$2,000.00	\$ 2,000
Temporary fencing and safety signage	1	ls	\$2,000.00	\$ 2,000
Demo Existing Playground	1	ls	\$10,000.00	\$ 10,000
Clear and Grub	1	ls	\$2,000.00	\$ 2,000
	<b>Site Preparation Subtotal</b>			<b>\$ 16,000</b>
<b>General Site Improvements</b>				
Playground with Poured in Place Surfacing	1	ls	\$500,000.00	\$ 500,000
Bench with Poured Concrete Pad	2	ea	\$2,700.00	\$ 5,400
Bituminous Concrete Walkway (Southwest Path)	105	sy	\$45.00	\$ 4,725
Rain Garden	1	ls	\$10,000.00	\$ 10,000
Loam and Seed Disturbed Areas	1	ls	\$2,000.00	\$ 2,000
Plantings	1	allowance	\$5,000.00	\$ 5,000
Miscellaneous Work and Cleanup	1	ls	\$5,000.00	\$ 5,000
	<b>General Site Improvements Subtotal, rounded</b>			<b>\$ 532,100</b>
	<b>Project Subtotal</b>			<b>\$ 548,100</b>
	Subtotal Direct Costs			<b>\$ 548,100</b>
	Contractor Mobilization/Demobilization - 5% (Rounded)			<b>\$ 27,000</b>
	Subtotal Direct Costs plus Mobilization/Demobilization			<b>\$ 575,000</b>
	Div 01 (Gen. Cond.) and General Contractors OHP - 15% (Rounded )			<b>\$ 86,000</b>
	<b>ESTIMATED CONSTRUCTION COST, ROUNDED</b>			<b>\$ 661,000</b>
	Contingency - 25%, (Rounded)			<b>\$ 165,000</b>
	<b>TOTAL CONSTRUCTION COST, ROUNDED</b>			<b>\$ 826,000</b>
	Playground Final Design (\$55K), Bidding Services (\$8K), Services During Construction (\$35K)			<b>\$ 98,000</b>
	<b>ESTIMATED TOTAL PROJECT CONSTRUCTION COST WITH CONTINGENCY AND ENGINEERING</b>			<b>\$ 920,000</b>

## Appendix D

---

# Drummer Boy Park Master Plan Presentation, June 7, 2021





# Drummer Boy Park

## Master Plan



**Chris Miller, Director**  
*Dept. of Natural Resources*

**James Veara,**  
*Committee Chair*

**Michael Dodson, RLA**  
*CDM Smith*

**David Young, P.E.**  
*CDM Smith*

*June 7, 2021*

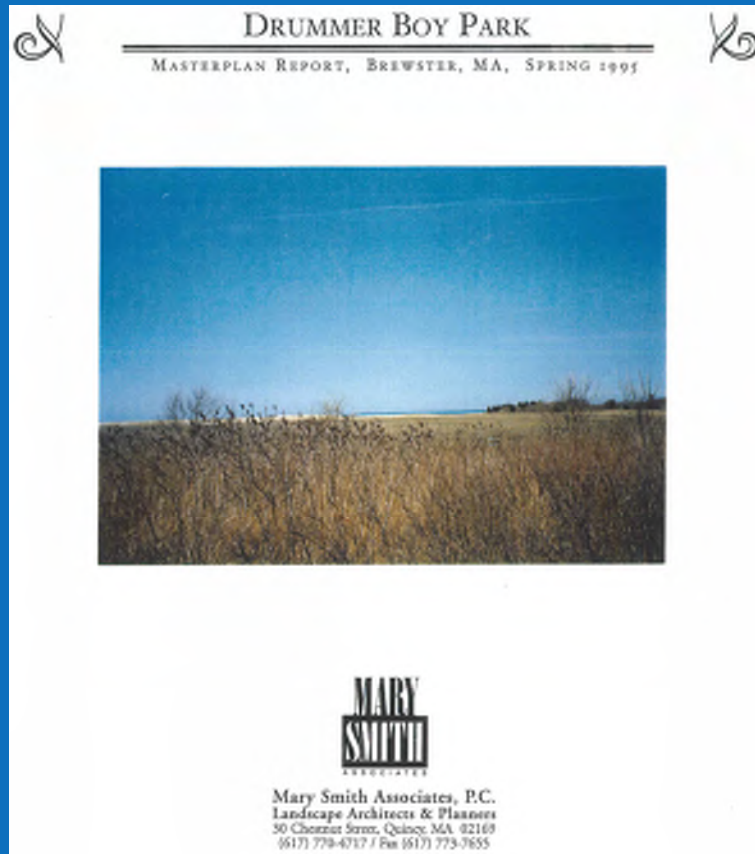
**CDM  
Smith®**



# Brewster Conservation Day



# Project History



- Town of Brewster purchased property in 1988.
- Select Board act as the Park Commissioners, changes to the park are required to go to Town Meeting for approval.
- Initial Master Plan for Drummer Boy Park was presented at the May 1, 1995 Town Meeting and was approved.
- The existing museum/residence building was removed, and the bandstand and playground were added.
- A walking path through the grassy field was created and later paved to allow better accessibility.
- A trail through the woods behind the playground was also established.
- In 2020 the Select Board established the Drummer Boy Park Advisory Committee to review the park and revise the Master Plan. CDM Smith was hired by the town to assist the committee in preparing the revised plans.
- The new Master Plan will go to Town Meeting in fall 2021 for approval.



# Advisory Committee – Thank you!

- James Veara
- John Kissida
- Cherylanne Lombardi
- Chris Miller
- Patrick Ellis
- Andrea Nevins
- Tom Wingard
- Hal Minis
- Michael Gradone
- Sally Gunning
- Stephen Najarian
- Denise Rego
- Bob Smith
- Patricia Hughes



# Project Goals

- Preserve character of the park
- Enhance and preserve views of the bay
- Increase use and access
- Identify park use areas
- Collaborate with local advisory committee representing the Town
- Plan development coordinated with adjacent user groups
- This is your park!

# Existing Park and Surrounding Area





# Existing Park and Surrounding Area



# Existing Vacant Gift Shop and Gazebo





# Existing Playground





# Drainage Challenges







# Proposed Improvements

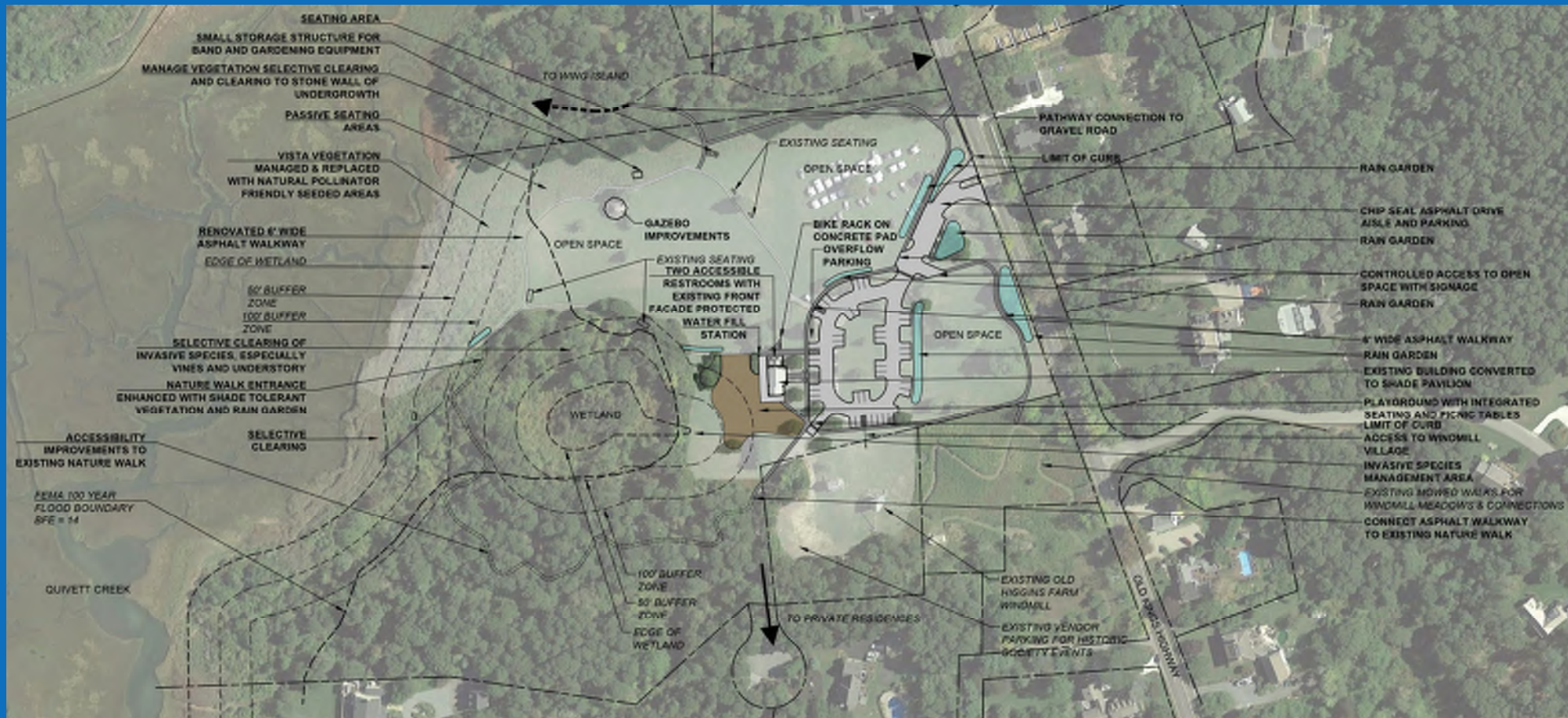
- Parking improvements
- New playground
- Improvements to vacant gift shop
- Nature trail enhancements
- Additional walking paths and seating areas
- Drainage improvements
- Identification of park use areas
- Prioritized Phase I Improvements



# Design Criteria

- 6-ft wide asphalt walking trails
- Selectively clear understory against eastern rock wall
- Provide 50 parking stalls using town requirements
- Utilize native plantings and flowering trees
- Do not block views to bay

# Recommended Master Plan



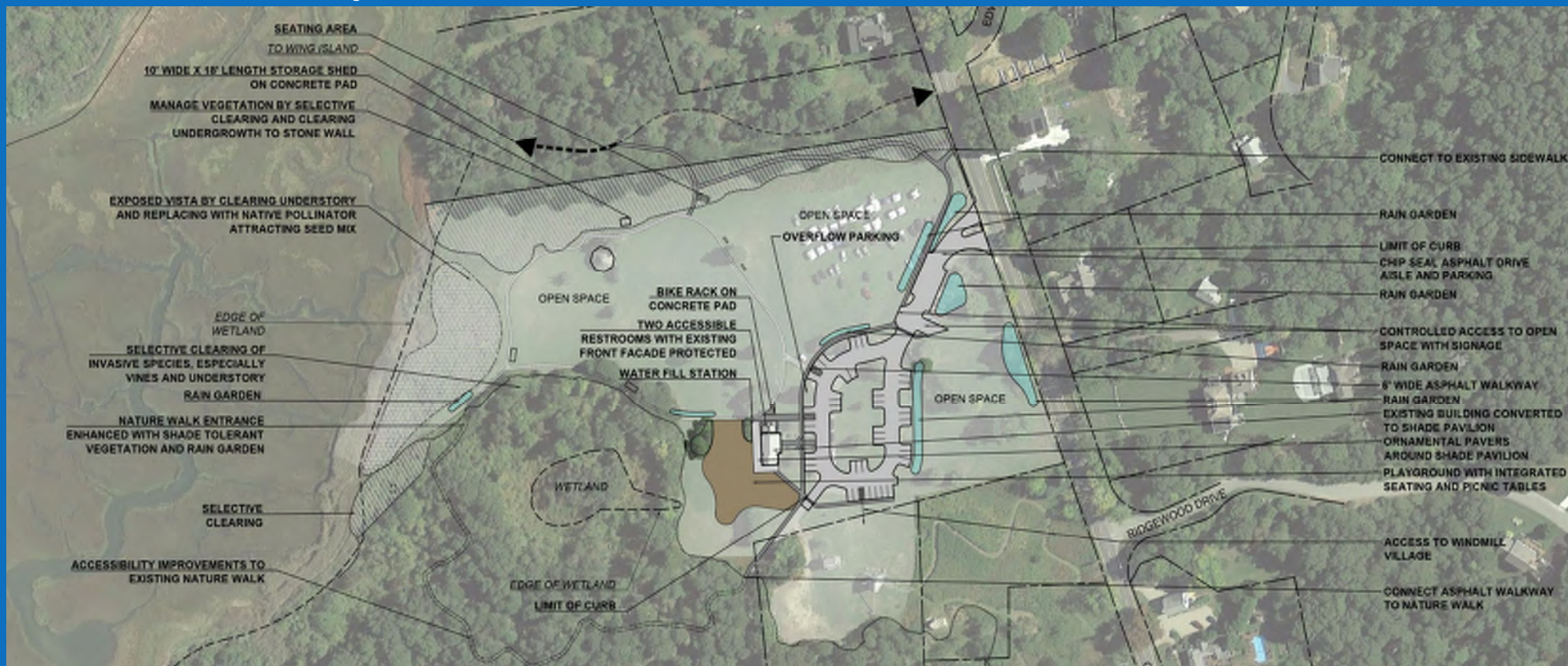


# Recommended Master Plan





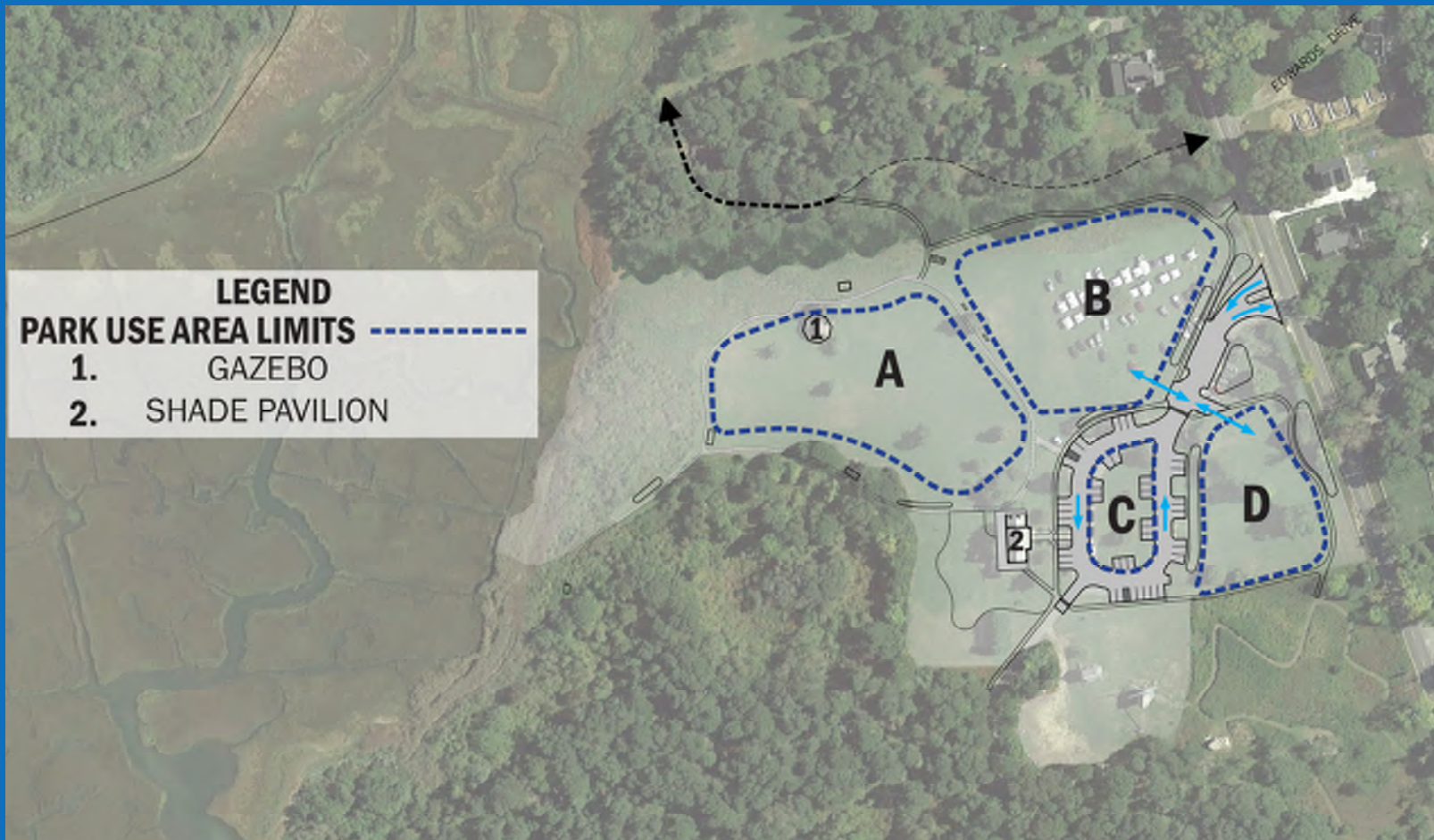
# Phase I Improvements Plan



Phase I Improvements Cost: Approximately \$2 Million



# Park Use Area Plan



# Questions and Discussion



# Appendix E

## Meeting Minutes



# Town of Brewster

## Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

MEETING Minutes  
Wednesday February 3, 2021 at 1:00pm

BREWSTER TOWN CLERK

21 MAY 10 2021

### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veira

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

1. Call to Order
  - Chris called the meeting to order at 1:00PM
2. Declaration of a Quorum
  - Chris declared a quorum was present
  - Members in Attendance: John Kissida, Cherylanne Lombardi, Stephen Najarian, Andrea Nevins, James Veira; Not Present: Tom Wingard
  - Other Attendees: Mike Dodson, CDM Smith; Patrick Ellis, Public Works Director; Mike Gradone, Recreation Director; Sally Gunning, Brewster Historical Society; Chris Miller, Natural Resources Director; Hal Minis, Brewster Conservation Trust; Denise Rego, Council on Aging Director; Bob Smith, Cape Cod Museum of Natural History; Dave Young, CDM Smith
3. Meeting Participation Statement
  - Chris read the meeting participation statement
4. Public Comment
  - No public comments on items not on the agenda were made
5. Introductions
6. Election of committee chair, vice chair, and clerk
  - Nominations to serve as chair, vice chair, and clerk
    - John Kissida accepts vice chair nomination
    - Jamie Veira accepts chair nomination
    - Cherylanne Lombardi accepts clerk nomination
    - Jamie makes motion to vote on all nominations; seconded by John; unanimous vote in favor of all nominations
7. Discuss Overall Project Objectives & Proposed Project Timeline
8. Review Current Park Uses and Discuss Potential Desired Park Uses, including Update on Proposed Wing Island Boardwalk Project
9. Review Existing Conditions Site Base Plan and Discuss Consultant Analysis of Opportunities and Limitations
  - Review of Revised Existing Conditions Plan
    - Mike D. shares updates to Existing Conditions Plan (graphic)
    - Hal of Brewster Conservation Trust suggests inclusion of BCT land (south and west of Windmill Villageland)
    - Bob of Cape Cod Museum of Natural History suggests correction of boundary lines (lot lines of private residences)
    - Chris shares that the wooded trail pathway has been modified and should be updated on the Plan



- Mike D. discusses vistas added, references public comment about clearing of trees along rock wall, and queries committee members for input
- John clarifies prior discussion of "selective clearing" of brush and undergrowth, not trees, as desirable approach; underscores the importance of stating rationale for selective clearing (i.e. to expose stonewall; invasives control, improve vista)
- Chris suggests exposing the stonewall (neighboring conservation land on north side - wetland buffer zone - may limit selective pruning)
- Consensus to protect shade trees and provide invasives control
- John refers to public comment to not expand formal parking area near 6A; Mike follows up with additional public comment to not add new curb cut to entrance - committee consensus on both points made
- Dave clarifies aim of Existing Conditions Plan under consideration (opportunities and constraints), not a Master Plan
- Hal poses opportunity to integrate BHS and BCT properties with DBP; extend walking paths from wooded path to BHS and BCT lands; Sally concurs BHS is in agreement with walking paths along backside of property
- John calls for inclusion of BHS and BCT parcels to be named on analysis of existing conditions to consider the incorporation of their features on the Master Plan
- Chris and John suggest disclosure of private properties from existing conditions plan (refer to updated property lines)
- Hal clarifies entities that define the DBP site under study (BHS, BCT, and town property to be treated as an integrated whole)
- Review of updated Conceptual Site Plan
  - Mike D. shares updates to Conceptual Site Plan (graphic)
- *Discussion of walking path relative to Conceptual Site Plan*
  - Mike D. discusses opportunities: for woodland trail connection to BHS and BCT; extension of walking path from BCT toward entrance; proposal of sidewalk and curbing

- along open lawn (east of entrance); proposal of formal parking spaces along entrance roadway and loop
- Jamie suggests need to separate pedestrian/vehicular traffic, inquires about controlled access to open lawn space - Will it be flat to allow for vehicles to traverse into open lawn space? Is access wide enough for 2-way traffic?
  - Mike G. inquires into split rail fence option to separate entrance road from open lawn space to the east
  - Chris inquires into ease of access to overflow parking on open lawn space with a possible split rail fence
  - Mike D. refers to existing split rail fencing on the site that may be more consistent with character of DBP; Chris proposes concern over a permanent post (various options open to consideration)
  - Chris queries crosswalk location suggested in Conceptual Site Plan - concern for pedestrian safety
  - John refers to prior discussion of entrance (i.e. perhaps, reducing entrance footprint); agrees with Chris regarding crosswalk safety concerns; suggests parking be relocated closer to/inside circle (i.e. remove at least 6 spaces nearest entrance); suggests defining overflow parking space without use of curbing; undecided with regard to split rail fence/posts; favors fewer barriers (i.e. vertical) to overflow parking
  - Jamie agrees with elimination of parking spaces along entrance road and fenceless point of access to open space lawn
  - John mentions drainage improvements required for potential pathway connecting BCT property to entrance
  - Chris refers to existing split rail, suggests granite curbing and flower beds along entryway
  - Cherylanne agrees with relocating crosswalk and eliminating parking spaces along entryway; suggests a more natural barrier (i.e. large rocks) to overflow parking on open space; inquires into parking space surfacing and proposes use of porous pavers as a potential option for consideration
  - Mike D. mentions asphalt as material under consideration for parking usage; refers to drainage issues regarding porous pavers

- John agrees with Mike regarding challenges of establishing porous pavers and suggests chip seal and accompanying rain gardens to limit access to open lawn space
- Rain gardens shown in areas where water currently collects (graphic)
- Chris comments about increasing walking trails on property, connecting sidewalk from playground to wooded trail (following property boundary), behind Windmill Village, toward grassy Wildflower Meadow trail, intersecting at loop; suggests paving as more efficacious than stonedust
- Dave refers to previous meeting discussion of extending walkway near stonewall to connect to conservation land
- Chris shares town submission of application for trail to Wing's Island Boardwalk (ADA compatible); refers to conservation restriction in terms of parking near eastern boarder of DBP
- Hal emphasizes need to anticipate increased usage of DBP, heightened visitor interest, and greater demands for parking with Wing's Island access; proposes parking near stonewall (i.e. soft surface) as a consideration; recommends a provision made for consideration of future parking demand
- Jamie disagrees with formal parking lot in place of open space; suggests parking occur "organically"
- *Parking under consideration relative to Conceptual Site Plan*
  - Mike D. suggests offering vendors a parking plan for events (town charged with designating/ mapping out spaces for heavy use)
  - John suggests defining overflow parking areas during heavy usage without paving
  - Patrick proposes parking spaces reconfigured (i.e. parallel parking) around loop to lesson the visual impact of formalized parking spaces and increase availability of space
  - Steve agrees with unstripped parallel space, not to block traffic flow and rain gardens/ flower island along split rail fencing
  - Bob shares Hal's concern over increased parking demand with successful construction of boardwalk to access Wing's Island

- Cherylanne proposes consideration of multiple iterations of a Master Plan (i.e. offering a plan that is consistent with existing parking demands and a second option that reflects anticipated parking demands)
- Mike D. prepared an earlier graphic that includes increased parking to accommodate greater need, which could be revisited as a later conceptual option to consider as necessary
- Chris discusses expansion of opportunities for park visitors to enjoy the grounds relative to increased access to acreage through town partnerships (BHS, BCT)
- Dave classifies usage in terms of tiers (i.e. day-to-day; interest in Wing Island; larger events such as craft fairs)
- Hal stresses importance that existing plan allow for flexibility (i.e. changing future needs)
- Mike G. agrees with parallel parking (i.e. school bus) - consensus reached
- Patrick refers to using pervious pavement (depending on permeability rates) for parking spaces
- Chris proposes a controlled access point near open space south of Windmill Village
- Mike D. asks for committee input on controlled access points (i.e. split rail vs post w/ chain) to limit vehicle access where a curb does not exist
- Denise favors post and chain over split rail fence option and mentions rescue truck access
- Chris suggests a post option with roping
- Cherylanne disagrees with a post and chain option and concurs that a rope would likely be durable and easy to remove as necessary and is in favor of a less permanent structure more consistent with character of park
- Patrick offers an example of a roping system at Mayflower Beach, Dennis and split rail fencing throughout town (i.e. conservation land, beaches)
- John proposes signage (removable); questions whether it is even necessary to have permanent structures in place at controlled access points; opposes post and chain option; favors openness of park



- Dave will plan to offer different layout options for designating controlled vehicle access points
- *Discussion of playground relative to Conceptual Site Plan*
  - Mike D. shares split rail fencing option to demarcate playground area and contain playground users
  - Mike G. discusses drainage issues/water table within the playground area and suggests shifting its location toward building
  - Mike D. discusses possibility of elevating playground
  - John agrees with locating playground closer to building and suggests an examination of the playground footprint, perhaps reducing the space
  - Mike G. offers to investigate playground elements utilized in current space at DBP and draw comparisons to school playgrounds in town with regard to overall playground space allocation; will look into fencing requirements
  - Chris proposes picnic areas/benches at west end of playground (without clearing) using hard surfacing to mitigate flooding that occurs in woodchipped area
  - Mike D. suggests swingset locations backing up to woodlands (i.e., safety precaution); designated swing areas; fibrous playground surfacing
  - Mike G. suggests the current building be repurposed into an open air space for families to gather
- *Discussion of restroom facilities relative to Conceptual Site Plan*
  - Dave asks for committee input on type of restroom facility and location
  - Chris sees no issue with the use of a serviced tight tank (i.e. portable trailer/temporary)
  - John proposes temporary usage consistent with year-round demand; Jamie agrees
  - Cherylanne agrees with open air structure to provide shelter (i.e., rain/shade) and suggests some separation/delineation between spaces (i.e. separate open air structure/pavillion from restroom facilities and from actual playground space) while maintaining a coherent integration of the spaces
  - John agrees that the play area should remain independent from the structure (open air pavillion)
  - Cherylanne suggests reconsideration of restroom location

- Chris mentions portable unit must be accessible for the purpose of pumping
- Patrick suggests looking into space between parking loop and current building (relatively flat, open, unused area) to consider locating restroom facilities at front entrance
- Mike D. proposes vertical playground structures as one way to reduce square footage of playground area
- Dave asks about band storage needs (remain in question)
- Jamie proposes storage on east side of building and offer restroom facilities that are less prominently displayed
- Cherylanne suggests potential space for restroom facility west of playground (between the current building and grassy area that abuts private road in the direction of Windmill Village); does not advocate for increased playground square footage but recognizes the multiage age use of playground and benefit of spacing out elements in an area where kids are running around in all directions; not in favor of fencing around playground unless it is a requirement; only concern is playground proximity to any additional parking lanes
- *Discussion of Gazebo/Bandstand & Windmill Village relative to Conceptual Site Plan*
  - John queries into band stand condition and the potential for storage of band equipment at the band stand rather than at the location of the current building
  - Mike D. offers landscaping as an option to conceal storage around bandstand
  - John proposes the possibility of storage within a newly designed and replacement bandstand or along its backside
  - Sally of Brewster Historical Society asks for clarification of walkway surfacing material and location relative to BHS property; suggests a painted crosswalk over private road; mentions BHS split rail fence along property line and parking loop and current designation of vendor parking space
  - Chris suggests reworking design of Conceptual Site Plan to more accurately depict property boundaries
  - John recommends revisiting the conceptual design plan earlier devised for BHS and distributed to the committee,

which includes a handicap parking space and access ramp to Windmill Village

- o Sally shares designated entrance to BHS property
  - o Patrick mentions the present one-way directionality of parking loop that is unregulated yet understood and followed by residents and visitors alike without the presence of signage; cautions against overprescribing parking rules/regulations and related signage
  - o John suggests flowering trees to offset parking expansion and offers species examples for rain gardens as well
  - o Cherylanne suggests additional rain garden to the east of the playground adjacent to the swings (right/back side of current building); mentions the need to keep restroom facilities central but in consideration of available space and the desired focal points of entry into the park
  - o Chris mentions provisions for emergency helicopter use
10. Discuss agenda items for next meeting
  11. Future Meeting – March 3, 2021
    - Jamie - next meeting will be held on Wednesday, March 3rd at 1pm
  12. Other Business not anticipated by Chair within last 48 hours
  13. Adjournment
    - John Kissida makes motion to adjourn; Cherylanne seconds the motion; all in favor

<http://video.brewster-ma.gov/CablecastPublicSite/show/5205?channel=1>

Date Approved: April 7, 2021



# Town of Brewster

## Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

MEETING Minutes  
Wednesday March 3, 2021 at 1:00pm

BREWSTER TOWN CLERK

21 MAY 10 3:31 PM

### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veira

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

1. Call to Order
  - Jamie called the meeting to order at 1:01PM
2. Declaration of a Quorum
  - Jamie declared a quorum was present
  - Members in Attendance: John Kissida; Vice Chair; Cherylanne Lombardi, Clerk; Andrea Nevins; James Veira, Chair; Tom Wingard, Stephen Najarian
  - Other Attendees: Mike Dodson, CDM Smith; Mike Gradone, Recreation Director; Sally Gunning, Brewster Historical Society; Patricia Hughes, Member of Natural Resources Advisory Commission; Chris Miller, Natural Resources Director; Hal Minis, Brewster Conservation Trust; Denise Rego, Council on Aging Director; Bob Smith, Cape Cod Museum of Natural History, David Young, CDM Smith
3. Meeting Participation Statement
  - Jamie read the meeting participation statement
4. Public Comment
  - No public comments on items not on the agenda were made
5. Introductions
6. Discuss Overall Project Objectives & Proposed Project Timeline
  - Review of Proposed Schedule for Project Completion
    - Mike D. discusses goals of current meeting: to review schematic drawings of updated plans and define priorities prior to April 7<sup>th</sup> meeting when costs estimates are identified and recommended future phases are clarified; a community meeting is scheduled for April 21<sup>st</sup>; Master Plan is on schedule to be finalized on May 5<sup>th</sup>; the committee plans to present to the Select Board a month after finalizing the plan
    - Dave suggests the committee consider the format and logistics of the upcoming community meeting
    - Chris Miller suggests an in-person community meeting will not likely be feasible given the current social distancing guidelines and will check with the Town Administrator for recommended process for
    - Cherylanne asks, "Will there be another scheduled site visit?"
    - Jamie is in favor of a second site visit
    - Mike D. proposes the consideration of an outdoor community meeting on site



- Jamie suggests seeking Town guidance on format for gathering community input
  - Hal refers to Brewster Conservation Day as an example of a successful outdoor tented gathering on site
  - Jamie reiterates the need to consider state COVID restrictions on size of gatherings and distancing and is in favor of a committee site visit
7. Review Current Park Uses and Discuss Potential Desired Park Uses, including Update on Proposed Wing Island Boardwalk Project
- a. Form Follow Function: Andrea Nevins
    - Andrea discusses park needs of older adults such as exercise venues and social activities; mentions qualifications for parks suited to older adults – safe walking trails, strategic placement of seating/benches, shade trees
    - Andrea offers a PowerPoint on age-friendly parks
    - Andrea expresses enthusiasm for converting the existing building into an open-air pavilion for multiple uses such as exercise programs, art activities, parties, etc.
    - Mike G. agrees with the need for a shade structure with portable picnic tables so that the space
    - Cherylanne mentions the need to consider the surfacing of the open-air pavilion
    - Mike G. reached out to Nauset Disposal; handicap accessible Porta Potty available for use on a seasonal basis seems to be the most feasible option
    - Tom Wingard inquires as to whether the Health Dept. has been contacted regarding a tight tank option
    - Chris refers to soil constraints per the site evaluation completed as part of the initial Master Plan and volunteers to reach out to the Health Dept.
  - b. Story Walk
    - Chris describes Story Walk concept and provides background information of proposal by resident and Brewster Ladies Library
    - Hal discusses success of past Brewster Conservation Trust Story Walks and the preference of BCT to continue to offer them on a periodic basis without installation of any permanent structures on Trust lands
    - Mike G. suggests to place a permanent structure such as this on the wooded trail rather than along the paved path

- Chris suggests that Freeman's Fields may be an alternative to Drummer Boy Park
- John opposes signage on the open space lawn/paved pathway of Drummer Boy Park
- Cherylanne agrees that the wooded trail would be a more preferable location for any installation of permanent Story Walk structures and suggests that the texts be regularly rotated to avoid stale signage; Cherylanne shares her view of opportunities Story Walks may afford multiple age groups with regard to shared reading experiences, vocabulary development, and knowledge building through complex themes addressed in texts selected
- Chris references the Little Free Library seasonally placed at the Park entrance and the willingness of the Brewster Ladies Library to take the lead on maintaining the Story Walk
- Cherylanne inquires as to whether an elevated boardwalk might be installed to connect the wooded trail over the wetlands to the playground rather than to the private road
- Dave Young expresses concern that the wooded trail is not handicap accessible and suggests consideration of Story Walk structures installed along the perimeter of the playground
- Mike G. clarifies that fencing around the playground is not a requirement and expresses concern over structures placed in the wetlands that presently border the playground
- Jamie agrees with John's remarks on signage and suggests the Story Walk may be something to integrate at a later phase
- Chris concurs that the intergration of a Story Walk may be feasible at a later phase
- Tom recommends a boardwalk or elevated walkway over the wetlands to create a connected pathway
- Hal agrees that the Story Walk works well on circular trails and does not view Trust property on Drummer Boy as well suited for a Story Walk
- Cherylanne agrees with locating Story Walk signage within the wooded trail and set back off the trail; Cherylanne proposes that the Story Walk project might provide an impetus for leveling the grade of the trail and making it more senior-friendly

- Chris plans to reach out to the resident who proposed Story Walk and the Building Commissioner
- 8. Review Existing Conditions Site Base Plan and Discuss Consultant Analysis of Opportunities and Limitations
  - Mike D. introduces the proposed Conceptual Plan and discusses revisions to the plan with regard to parking, vehicle control, rain gardens, and walkways
    - Jamie wonders about walkway surface
    - Mike suggests asphalt for continuity's sake and recommends widening the walkways (6-8')
    - Pat is in favor of expanded walking opportunities but is not in favor of widening paths beyond 6' nor using pavement in order to maintain the rural character of the Park
    - Chris mentions that existing Town sidewalks are all paved and suggests that the additional paved loop within the multi-use lawn area from Windmill Meadow toward the entrance may not be necessary if an additional pathway is created in conjunction with the planned Wing Island boardwalk
  - Paved walkways
    - Cherylanne appreciates the addition of rain gardens and more natural barriers but is not in favor formalized asphalt walkways cutting through open space lawn and would rather see walking paths that extend along the perimeter of the Park, perhaps along the rockwall.
    - Jamie is not necessarily in favor of additional asphalt visible from 6A on either the east or west side of the parking area; Jamie is in favor of a crosswalk and rain gardens
    - John suggests the additional walking path on the west may be desirable in a later phase and could be made less visible from 6A with rain gardens; favors parallel parking plan and would like to further consider parking surfacing to avoid creating the look of an expanded parking lot; expresses initial enthusiasm for potential path along the rockwall but wonders how a walkway may be integrated into the existing gravel path beyond the rockwall; would like to consider narrowing the park entrance/exit; recommends connecting to Windmill Village; agrees with connecting playground and wooded trail for the possible inclusion of a Story Walk loop

- Mike D. queries committee about the proposed paved path to the east and Conservation Commission land where a gravel path presently exists
- Chris identifies an existing break in the stonewall
- Jamie is in favor of eliminating the asphalt path along the stonewall
- Andrea is also in favor of eliminating the asphalt path along the stonewall and recommends a path in the wooded area toward the north east corner of the Drummer Boy parcel with views of the Bay and potential space for benches and picnic tables
- Historic Windmill Village
  - Hal clarifies its name, Windmill Meadows, not "butterfly garden"; agrees that the additional asphalt pathways shown on the plan should be reconsidered at a later phase of the project; recommends interpretative signage to invite visitors to the Historic Windmill Village, Windmill Meadows, etc.; such signage should represent the various elements of the park as an integrated whole and perhaps be located near the parking area
  - Mike D. sums up the committee's intent to present the paved pathways (east and west) as a later phase proposal
  - Bob asks if it would be possible to show the existing paved pathways in a different shade on the diagram to differentiate between existing versus proposed walkways
  - Jamie would like different phases of the Master Plan to be depicted on separate diagrams
  - John suggests that handicap accessibility from the parking area to Windmill Village would require consideration of the vertical grade and refers to the plan he earlier prepared for Brewster Historical Society that accounts for the sloped land
  - Sally clarifies that Windmill Village is not presently handicap accessible and will likely require additional planning and preparation on the part of the Brewster Historical Society to comply; states the preferred entrance to Windmill Village as the opening in the split rail fence in line with the windmill
  - All in agreement that parking improvements should be Phase 1
- Pathway along east property line near stonewall



- Chris inquires as to whether other committee members would like paved pathway along the stonewall given the potential connectivity to the existing sidewalk
- Cherylanne wonders if two parallel paths (i.e. paved path along stonewall and gravel path beyond) might be duplicative; agrees that additional paved pathways should be considered at a later phase and proposes strategic placement of seating areas, perhaps nearby a rain garden as a pathway endpoint rather than continuing a fully paved loop; inquires into visually representing aspects of the Master Plan (i.e. walkways, seating, parking, relocating of structures, etc.) separately in addition to holistically
- Chris suggests the anticipated additional use of the gravel path would be more respectful of neighbors if visitors entered the park and were directed to the gravel path at its midpoint
- Steven is not in favor of two parallel paths along each side of the stonewall and inquires into the location of the break in the wall as a point of connection; would prefer to reduce the three-way paved junction to a two-way
- Dave suggests that benches may be purposeful near the stonewall at its highpoint to overlook the Bay
- Pat does not support hardening of proposed walkway along the east side of Park; recommends seeking public input regarding the pathway along the east property line and to clearly indicate it as either Phase 1 or 2; suggests that the vistas are the park's defining attribute
- Jamie concurs that public comment is desirable
- Mike D.
- Chris suggests parking spaces in beach lots have been kept narrow
- Playground, shade structure, and restrooms
  - Jamie recommends playground as a Phase 1 improvement
  - John agrees that the playground area and strategic seating should be a part of Phase 1; suggests the connector between the proposed Wing Island boardwalk and park should be a meandering path and avoid the paved Y-shape intersection depicted on the graphic; recommends additional seating areas along the pathway to benefit seniors

- Mike D. queries the committee with regard to preferred quantity and type restrooms
- Jamie believes two restrooms will be sufficient and agrees with their placement near the shade structure
- Tom agrees with two restrooms; refers to Hal's earlier comments about interpretive signage and suggests placement of a graphic/sign be located in a centralized location near open air structure and parking
- Cherylanne agrees that two restrooms would be sufficient; and raises concern about its placement directly connected to the open-air shade structure; anticipates pavilion uses (i.e. ceremonies, social gatherings, exercise programs, picnics, etc.) and recommends separation of restrooms from proposed open-air structure and perhaps relocating restrooms on the west side of present building, nearer Windmill Village
- Chris mentions that a Porta Potty could be reasonable concealed with constructing a wall(s) that frame the restrooms
- Cherylanne recommends utilizing existing treescape to conceal restroom facilities
- Mike G. agrees that the restroom should be shielded with a wall(s) or fencing, and the playground should be incorporated in Phase 1
- Jamie states he must leave the meeting early and requests next month's agenda include approval of meeting minutes
- Chris recommends making use of a portion of the existing building as a restroom facility
- John assumes the role of committee chair in Jamie's absence
- Chris suggests a bottling filling station be included near the shade structure/restroom area
- Gazebo/band stand
  - Committee is interested in needs of the Brewster band with regard to storage requirements; Chris Miller is looking into uses, needs, and dimensions of current bandstand
- Rain gardens and planting around playground area
  - John recommends the plan account for a greater expanse of rain gardens
  - Pat suggests members of the Association to Preserve Cape Cod may be a resource in determining plant species

- John suggests cost savings if community-based organizations are involved in plantings; proposes the entrance to the nature walk be visually enhanced, and proposes a tree planting budget
  - Chris suggests height requirements for plantings so as not to obstruct the vistas as plants flourish
  - John asks Mike G. to determine an estimated playground budget to replace the play structure in its entirety and recommends seating and plantings surrounding the playground
  - Playground size (square footage) based on playground utilization and surfacing material under consideration
9. Discuss agenda items for next meeting
- Cherylanne asks, "What is our plan for getting the word out to the public that we are interested in their input?"
  - Chris will work with chair and Town leadership to determine process for public meeting and a date to schedule such meeting
  - Approval of meeting minutes will be on next agenda
10. Future Meeting - April 7, 2021 @ 1 pm
11. Other Business not anticipated by Chair within last 48 hours
12. Adjournment
- Pat makes motion to adjourn; Andrea seconds the motion; all in favor
  - Meeting is adjourned at 3:14PM

<http://video.brewster-ma.gov/CablecastPublicSite/show/5269?channel=1>

Date Approved: April 7, 2021



# Town of Brewster

## Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

MEETING Minutes  
Wednesday January 6, 2021 at 1:00pm

BREWSTER TOWN CLERK  
21 JAN 10 2:36 PM

### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

1. Call to Order at 1:03 pm by Chris Miller
2. Roll call and Declaration of a Quorum declared by Chris
  - Members in Attendance: John Kissida, Cherylanne Lombardi, Andrea Nevins, Stephen Najarian, Jamie Veara; Not present: Tom Wingard.
  - Other Attendees: Mike Dodson, CDM Smith; Patrick Ellis, Public Works Director; Mike Gradone, Recreation Director; Sally Gunning, Brewster Historical Society; Chris Miller, Natural Resources Director; Hal Minis, Brewster Conservation Trust; Denise Rego, Council on Aging Director; Bob Smith, Cape Cod Museum of Natural History; David Young, CDM Smith
3. Meeting Participation Statement read by Chris Miller
4. Public Comment: none
5. Introductions.
  - New committee member, Stephen Najarian, was introduced; the Natural Resources Advisory Commission representative will be chosen at their Thursday January 7<sup>th</sup> meeting.
6. Election of committee chair, vice chair, and clerk was tabled until the next committee meeting by John Kissida, second by Cherylanne Lombardi, Unanimous vote in favor.
7. Discuss Overall Project Objectives & Proposed Project Timeline; and Review Current Park Uses and Discuss Potential Desired Park Uses, including Update on Proposed Wing Island Boardwalk Project: Discussion led by Michael Dodson, CDM Smith.
  - Mr. Dodson shared his screen and presented the originally prepared plan.
  - Discussion of the site visit by committee and opportunities/constraints that were observed.
  - Discussion on modifications to include on general site plan "Opportunities and Constraints":
    - o Property lines
    - o Integrate adjacent properties (BCT, Historical, Conservation parcel). Include all buildings, "whale rock", paths etc. 'basically integral to the park'. Scale out plan to show up to Museum property and trail to Wing Island, or have a second plan showing out to Wing Island/big picture.
    - o Show other off site structures, across 6a and to west and east, that abut parcel(s).





## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- Parking callout discussed during site visit; more discussion on parking on subsequent plans to be discussed today.
- Brief discussion on parking south of circle. General agreement that we are not discussing a large formal parking lot as not in character for site.
- Discussion on desire for additional vista pruning at north end, plus along east side of grass area.
- Additional pruning is beyond existing permit but management should be part of discussion.
- Vegetation at northeast blocks view of Wing Island.
- View of island available from adjacent conservation land; there was a vista prune plan on that parcel.
- Access to Wing Island; will be submitting a grant proposal for a raised boardwalk to Wing Island from adjacent conservation land.
- Larger volume of people will be present at park if improved access to Wing Island.
- Mike Dodson shared a draft plan  
(DrummerBoyPark\_ConceptA\_1.6.2021.pdf).
  - Plan adds parking along existing oval, instead of parallel parking, extends straight in spots and reduces drive isle width to 20'. Increase to approximately 50 spaces.
  - Discussion on how various groups have been using space at island and south.
  - Aerial view of site shows wear to grass demonstrating where people regularly park along drive isles.
  - New sketch showing a potential design for formalized parking design south of circle. Could be grass pave or just two strips of pavement with grass between, split rail etc. to designate areas.
  - Initial parking could be expanding parking at circle as shown in plan. Secondary design could add another 50 cars to south of oval.
  - Jamie: Likes idea of dedicated parking along oval. Prefer more "organic" use like now to south of oval versus formal design.
  - Mike: design along loop would accommodate daily use and Wing use. Perhaps a way to "rotate" parking along lawn areas.



## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najjarlan

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

Formalize plan when taking reservations and designate where use is allowed.

- John: Likes plan around circle, does not like plan to south of circle. Need to check zoning for drive/parking space size. Parking at circle should not be across from each other; limit large expanse of parking. Limit size of adjacent spots, 4-5 max. Need to provide access places to additional parking on lawn for events. Vendors could provide plans for parking/ use.
- Dave Young: Design was for day-to-day users as primary, then to events. Depends on time of year, grass condition, etc. Formalize like a site-plan review for larger events, town decide on how to use park.
- Middle ground especially if boardwalk is in use (parking plan south of island). More like summer peak use. Was just one concept for talking purposes. Use rain gardens for drainage, low area for parking so does not affect vista from road.
- Chris: Would like to see some kind of control to "open lawn" area. Want to control to keep parking along circle first, and not driving out to park there on a daily basis. Could be split rail, gates, etc. to allow use for larger events, etc.
- This is a master plan, could be phased, or options if uses increase over time/needs change.
- Hal: Agree, we have some idea on daily/event use. Improvements we are discussing will bring more use, more cars. If boardwalk goes through, pretty considerable draw. Will boardwalk users compete for daily use? Contrary to Chris, do we need an intentional parking area on southeast side for wing island access?
- Chris: if we designate a parking area at southeast, we should provide a walkway along eastern side of parcel.
- Patrick: Great opportunity for stormwater in rain garden, obligated to control drainage.
- Post and rail or post and rope system to control parking on lawn area; need for that now to keep people from parking across area into vista.
- Recommend a chip seal treatment on pavement; can change color for parking stalls, etc. Tone down the 'black' pavement.



## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Klssida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- o John: natural stone versus pavement. Start with signage "parking on pavement only" etc.? Too much tall rail fencing "playpen" look.
- o Chris: really only was thinking of along eastern side of driveway, low rail for better control, area that can be opened.
- o Patrick: could be curbing; may want to extend sidewalk along that side. Would cut that off. Leave sidewalk on 6a, step onto pavement.
- o Most new vehicles/SUVs make curbing easily crossed.
- o Walkway entrance to park for accessibility to site via foot.
- o Not much access to site by bike due to Rt. 6a and limited length of sidewalks. Causeway across marsh narrow, limits biking/walking east of Museum. To west, not much walking along 6a. Mostly people come by vehicle.
- o Organic parking, green space, look is what people in town want.
- o Hal: re Bike access, in future, desirable to extend sidewalks past lemon tree, lukes plaza; limit is marsh crossing. Future offset boardwalk? Culvert was made extra wide to allow sidewalk on either side. Town as advocate to MassDOT is only way this will happen.
- o Hal: On analysis plan, show the foot path through woods on west side crossing the road and including paths on Historical and BCT meadow property, whale rock, etc.
- o Emphasis on connectivity of three parcels.
- o Include other buildings on historical society property, whale rock, path.
- o Patrick: Vista very big part; should be included in plan. Long term plan should emphasize preservation of vista. Mowing phragmites at marsh can be done. Tara Nye at Horsley Witten semi annual mowing projects could be example. Native grasses instead of tall phragmites.
- o Chris: Look at vista from various locations due to elevation; phragmites mostly impacts vista near north end north of band stand. Look at vista heights; lot of wind at site, and we may want a varied elevation; not just grasses. Look at from Rt. 6a,



## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Nafarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- path above bandstand, bandstand, path at north. Most appropriate views from each point.
- Hal: Other vistas at site; windmill, view of Cape Cod Bay; should identify them in plan and how to maintain.
  - Only unobstructed view of ocean in Brewster from 6a.
  - John: include control of invasives in planning. Not just at north, also invasives in woods.
  - Photos in 1995 master plan shows only one or two trees in vista versus now; document to show what we are trying "to bring back".
  - Stephen: Appreciate concept A parking plan.
  - Mike: sounds like we are not going to formalize parking south of circle. Primary parking around oval, different configuration. Open some spaces for bigger events, but not formalized.
  - John: need to look at where tents have been set up and where parking has occurred; Master plan should include recommendations on where parking and tents should be conducted. Set some guidelines on how to set up and vary.
  - Sally: we designate area for parking and market stalls (much on our property). Visitors to market designated parking along fence by BCT.
  - Castleberry does tents in wet area to south and park on lawn area up to gazebo. By the Bay sets up tents on lawn area. Wet area often set off by caution tape.
  - There is not a formal process from town telling them where they can set up and park. Town should be telling vendors where to set up and park.
  - Hal: Brewster Conservation Day mid July may attract up to 1000 people on a Saturday; parking on open lawn and south of circle, tents surround circle and in center of circle.
  - Chris: suggest we limit any driving to south of new paved path, not allow up to bandstand.
  - Mike: Plan can designate five or six "zones" on property to direct what can be done in each area.
  - Parking along circle is parallel; can block access to informal parking to south.
  - Could be adding gates to keep those areas available.





## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- Discussion on how to direct/limit where people park for different events. Parking/activity areas a/b/c/d etc. Rotate areas and more formality to maintain condition of park etc.
- Discussion on where to place tents/activities. May be push back from long term vendors.
- Some smaller events may occur more to north (weddings, etc.) but they do not generate real vehicle traffic.
- Discussion on how park is used in various events.
- Discussion on potential changes to parking along entry road and circle.
- Discussion on additional formalized parking and drainage south of circle. If wet area addressed, vendors may be very happy to use that area near street.
- Even without formal parking layout we should address drainage, rain gardens.
- Review of vistas, opportunities to increase views of marsh and ocean. Vegetation management plan along 6a. Not remove trees but keep eye on vista, maintain. Look at island and sight lines at entrance.
- Review where drainage enters site from Rt. 6a, address in master plan.
- If drainage/rain gardens are established, the area to south of circle may be used more.
- Look at Rt. 6a vista and plan for vegetation management/pruning as needed to maintain vista.
  - Expansion of playground, do we extend to east across walkway and move walkway? Will not impact view and will make playground more visible. Pergola for shade and visual element?
  - John: Do we need to expand beyond current size? Spoke about pulling it closer to structure, away from poor soils/wetland. Need help from Recreation on need and how large/user groups. Open space/master plan discuss needs? Was located behind building to block view from Rt. 6a



## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- Have Nancy White evaluation. Existing will be outdated by time of implementation.
- Can walkway go through playground or is separation needed?
- Patrick: downside to this playground seems to be soils/wet.
- Not many other locations in town for a playground with these features.
- Place playground on a mound/elevate and keep in same location? Hard to relocate to another site.
- Could move it slightly off wetland buffer/filled area, move south.
- Mike: If structure opened up, shade structure only, will remove some concerns that it is blocked by building. Could include fencing around playground? Could be split rail, etc. in character with site. Current design usually has some form of control over area. Playground improvements in plan?
- Why complicate with fence? Lived on site this long without one.
- Dave Young: playground was never "approved"? per original; was it ever approved? Same for bandstand.
- Sally: was much discussed at at least one town meeting (acceptance of gift). Include as a design element in the new plan and town meeting will accept it now.
- Any change in use, change in vista, structures on site need town meeting approval. Any of those items would require funding and likely would go to town meeting anyways.
- Mike: Design for playground, sounds like moving away from wetland, same general area. Fencing? Visual border, plantings.
- Playgrounds in town: one at each school, but not accessible except evening/weekends. Only other is this one. Discussion about adding one at Freemans Way fields. Should ask recreation commission about needs, size, etc.
- Mike: eastern side of park, pull back vegetation to stone wall/property line? Improves vistas, expands size of park.



## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

### MEETING Minutes

Wednesday January 6, 2021 at 1:00pm

#### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wingard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- Andrea: Could include alcoves, seating, exercise stations, storage for band equipment, game tables, but not in vista. Keep shade trees.
- Understory clearing, shade trees remain.
- At north end within wetlands jurisdiction and pretty well vegetated now.
- Andrea: Also consider wind, affect on park.
- Chris: Would need to maintain some vegetation to hide structures from vista at Rt. 6a.
- Patrick: East side could be more like the meadow at BCT; mow once per year, not just lawn. Adds depth, but not weekly mowing schedule.
- Mike: add pollinator seed mix, etc.
- Habitat, most missing part is flowering plants.
- Entrance to woodland trail: Instead of just a sign, open up a bit, shade garden, add perenials and help define opening better.
- Cherylanne: Bandstand plantings, incorporate to storage so band doesn't need to store equipment in building but nearer use.
- Chris: Brewster Band and Brewster Garden Club both use site; should get feedback. Garden club does plantings at entrance and around bandstand.
- John: pathway at southeast end, would this add to site pathways?
- Chris: Could incorporate existing "driveway" on conservation land into a new path leading towards boardwalk. Expands available area of park. On aerial view it is visible.
- Parking for island possible on that parcel? Conservation restriction may not allow a parking lot on that parcel. How to access, put in road across park? New curb cut would be complicated.
- Cherylanne: Any collaboration with Museum to allow parking for Wing Island access?



## Town of Brewster Drummer Boy Park Advisory Committee

[drummerboymeeting@brewster-ma.gov](mailto:drummerboymeeting@brewster-ma.gov)

MEETING Minutes  
Wednesday January 6, 2021 at 1:00pm

### Drummer Boy Park Advisory Committee

John Kissida

Cherylanne  
Lombardi

Andrea Nevins

E. James Veara

Tom Wlugard

Stephen Najarian

Natural Resources  
Director  
Chris Miller

Council on Aging  
Director  
Denise Rego

Recreation Director  
Mike Gradone

Public Works  
Director  
Patrick Ellis

- Bob: Issue for over 20 years; lots are private, has been a difficult issue already for Museum. Busy museum days lots on both side are full with museum goers. Constantly "chasing away" people who want to go to the island; have been sending them to Drummer Boy.
- Cherylanne: Utilities and condition?
- Chris: Power line to several locations, also water service to several locations, building, island, bandstand. No idea of condition/age. Need to evaluate needs for this and whether it is sufficient.
- Craft fairs generally don't use power; some events use limited power at circle, band may use it for lighting, amplification? Power line in open field area at east, then underground to existing building, circle and bandstand. Similar for water service.
- Next agenda: Very similar topics on next agenda.
- Chair, vice chair, clerk nominations/vote
- No public comment during meeting.
- Next meeting February 3<sup>rd</sup>, 1 pm.
- Agenda sent by Mike Dodson sets deadlines, topics.
- Chris to reach out to garden club, recreation, band.
- Other Business not anticipated by Chair within last 48 hours: None.
- Motion to Adjourn by Jamie Veara, seconded by John Kissida. Roll call vote was unanimous in favor. Meeting adjourned at 2:59 pm.

<http://video.brewster-ma.gov/CablecastPublicSite/show/5124?channel=1>

Date Approved: April 7, 2021





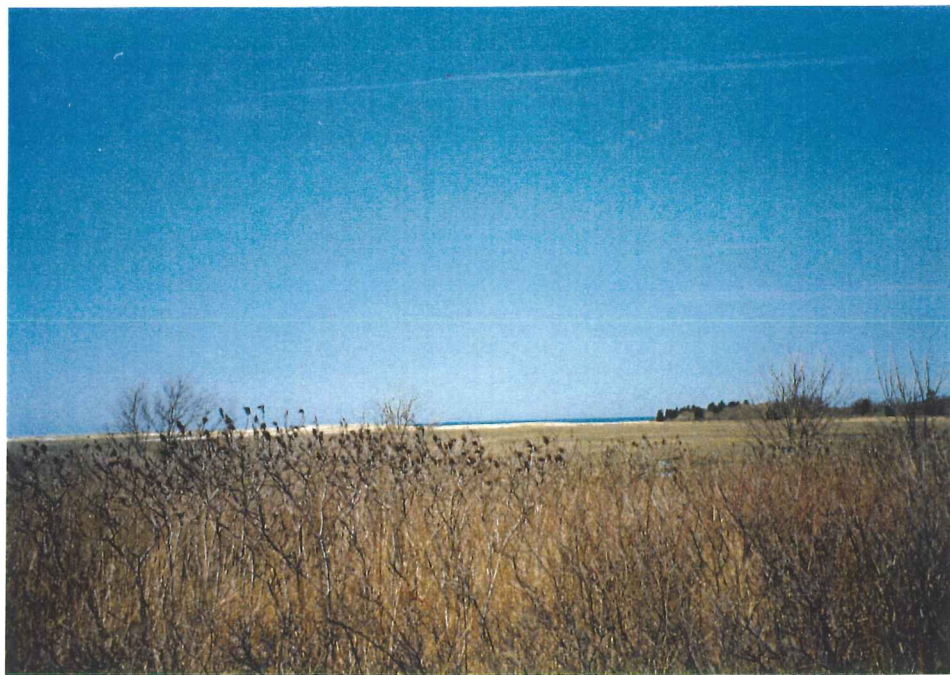


# DRUMMER BOY PARK



---

MASTERPLAN REPORT, BREWSTER, MA, SPRING 1995



Mary Smith Associates, P.C.  
Landscape Architects & Planners  
30 Chestnut Street, Quincy, MA 02169  
(617) 770-4717 / Fax (617) 773-7655

We would sincerely like to thank the following individuals for all of their hard work and participation in this project.

The Drummer Boy Park Advisory Committee Members:

George Flemming, Chairman

Arthur Chapin

Louise Crocker

R. Christine Durgin

Duane Sawhill

David Thyng

Charles Sumner

We would also like to thank the following for all of their help in researching and completing this study.

Jillian Douglas, Liana Rasmussen, Janine Perry, Mary Louise and Ruth Eddy, Bill Neilson, Paul Bowker, Susan Lindquist, Barbara Brewer, the All Citizens Access Committee and the Playground by the Bay Committee. The topographic plan used as a basis for our work was produced by Bennett & O'Reilly Inc. of Brewster, Massachusetts. There were a great many kind and helpful citizens that are not mentioned here by name, but we sincerely appreciate your help and hospitality over these last few months.

Mary Smith Associates was engaged by the Drummer Boy Park Advisory Committee to develop a masterplan for the Drummer Boy Park in Brewster MA. This 17 acre park in the western part of Brewster holds a special place in hearts of the residents and many people are concerned with the future uses of the park.

The master plan is intended to accommodate:

- The bandstand concerts
- “Festival-type” uses, such as the Historic Society’s Antique Fair and the Brewster in Bloom Festival
- The playground
- Maintain the park-like atmosphere

The challenge has been to locate all of these activities so that they will not conflict with one another and to preserve and, in fact, enhance the view of the bay.

The committee’s program for use and activity indicated that we look at the following:

- The existing location of the bandstand
- Walking/Hiking Paths
- Where to locate the playground
- Gift Shop - Include its improvement to provide public rest rooms and a small kitchen. Alternatively, consider option to remove the building.
- Residence Building - Include option to renovate and repair structure; another option to move and renovate structure; final option would be the removal of this structure.
- Develop use option to facilitate use of property for large-scale activities such as the concert series and Historical Society fund-raisers.
- Picnic areas
- Trash and recycling containers
- Various parking facility alternatives
- Natural open space

The current uses of the site are “festival type” events like Brewster in Bloom, the Antique Show and Fair sponsored by the Brewster Historic Society, and the Sunday night band concerts in the summer months.

To develop this masterplan we researched the history of the site, performed a Site Analysis and a Use Analysis, created a map of opportunities and constraints for developing activities in the park, considered the program provided by the committee and developed six different schemes for a masterplan. After reviewing the six schemes with the committee we produced the masterplan that was presented at a public meeting on April 6, 1995. With further refinement this plan was presented to the town meeting on May 1, 1995 as the committee's Masterplan for the Drummer Boy site.



## Site Analysis

See Site Plan L-1

### Views

The sweeping vista of Cape Cod Bay from this site makes a lasting impression on any visitor to this site. This is one of the only views out to the Bay afforded to travelers on route 6A through Brewster. The locations of the view sheds from the street are indicated on the Site Analysis Plan.



### Plant Materials

There are many plant communities on this site. The forest is made up of a mixture of White Pines, Pitch Pines, Red Oaks, White Oaks, Eastern Red Cedars, Cherries and understory plants. The Bayberry thicket area contains Northern Bayberry, Blueberry, Cat Briar, and Sumac. Approximately half of the site is covered by turfgrass maintained as a

lawn. There are two types of wetlands on site. There is a small freshwater bog in the forest and the north edge of the site borders on a large salt marsh that makes up the edge of Cape Cod Bay.



### **Existing Buildings**

Three existing buildings are located in the Drummer Boy Park. The condition of the existing residence and vacant gift shop have been evaluated by the committee. Their findings appear later in this report. The Bandstand / Gazebo is a relatively new addition to the park donated by the Brewster Board of Trade.

### **Wetland and Flood Zones**

Along the north border of the site is the salt marsh. There is no survey available that identifies the “top of coastal bank”. The Brewster Conservation Commission will treat the 12’ contour as the top of coastal bank until a definitive survey locates it on this site. From site observations the top of coastal bank does not seem to be in the same location as the 12’ contour. The bank seems closer to the salt marsh. The 12’ contour and the 100’ buffer zones are indicated on the site analysis.

## **Soils and Slopes**

According to the soils survey of Barnstable County, there are five different types of soil on the Drummer Boy site. They are, from the south to the north of the site; Plymouth Loamy Coarse Sand, Hinesburg Sandy Loam, Belgrade Silt Loam, Amostown Sandy Loam and Ipswitch, Pawcatuck and Pawunuck Peats. The peat soils are located in the salt marsh and can not be disturbed. All of the upland soils have severe limitations for development of septic systems. The only soil on the site that can contain a septic system is the Hinesburg Sandy Loam where the existing septic system is located. The high water table and limited permeability restrict its use for septic systems, but enlarging the absorption field helps to overcome its limited permeability. All of the upland soils on the site are well suited for forest, meadow and lawn uses. The slopes on site are gently rolling between 0% and 8%.

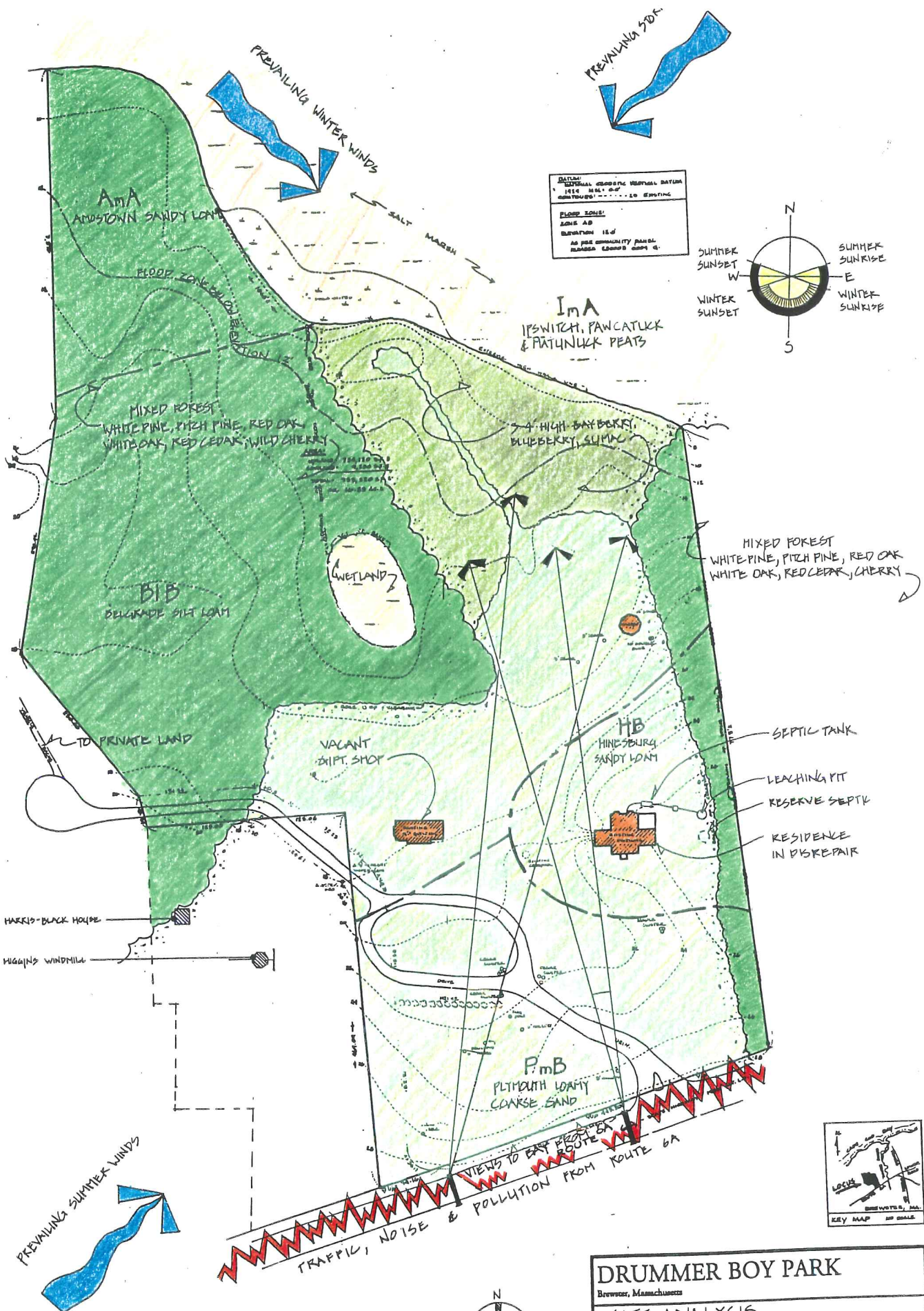
## **Sun and Wind**

Approximately half the site is in the full sun all day long. The winds are predominately from the west. Winter winds are from the north west except in the case of a "Nor-Easter" winter storm. The summer breezes are out of the south west during the day and become onshore breezes as the warm air rises in the evenings.

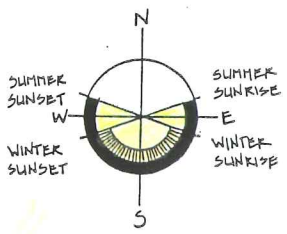
## **Wildlife**

The wildlife on this site is comprised mainly of small mammals, birds, amphibians and insects. Deer tracks in an area of disturbed soil indicate the occasional passing through of larger animals.






DATUM: NATIONAL GEODESIC REFERENCE DATUM  
 1914 M.S.L. 8.0'  
 CONTROLS: --- 2.0' SPACING  
 FLOOD ZONE:  
 ZONE AS  
 ELEVATION 18.0'  
 AS PER COMMUNITY PANEL  
 NUMBER 1000000000 4



PLAN FROM 9-1-99 PLAN  
 SANNETT & O'REILLY, INC.

0 30 60 120  
 SCALE IN FEET



<b>DRUMMER BOY PARK</b>		SCALE: As Shown	
Brewster, Massachusetts		DATE: 3-27-95	
<b>SITE ANALYSIS</b>		<b>L - 1</b>	
			
MARY SMITH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 36 CHESTNUT STREET QUENCY, MA 02169 (617) 776-4717 - Fax (617) 773-7655			



## Use Analysis

See Site Plan L-2

The site is currently the home of “festival type” events such as, Brewster in Bloom, the Antique Show and Fair sponsored by the Brewster Historic Society, and the Sunday night band concerts in the summer months.

## **Buildings**

Currently the Bandstand is the only building on site that is used. The Residence seems to be used for storage and the gift shop is vacant.

## **Annual Events**

There are several “festival type” events that occur on the site each year. The event displays are set up in the area between the street and the driveway circle. Parking occurs on the grass in front of the residence and between the gift shop and residence.

## **Bandstand**

The site plays host to a very popular series of band concerts on Sunday evenings during the summer months. During band concerts parking occurs on the grass all across the front of the site.

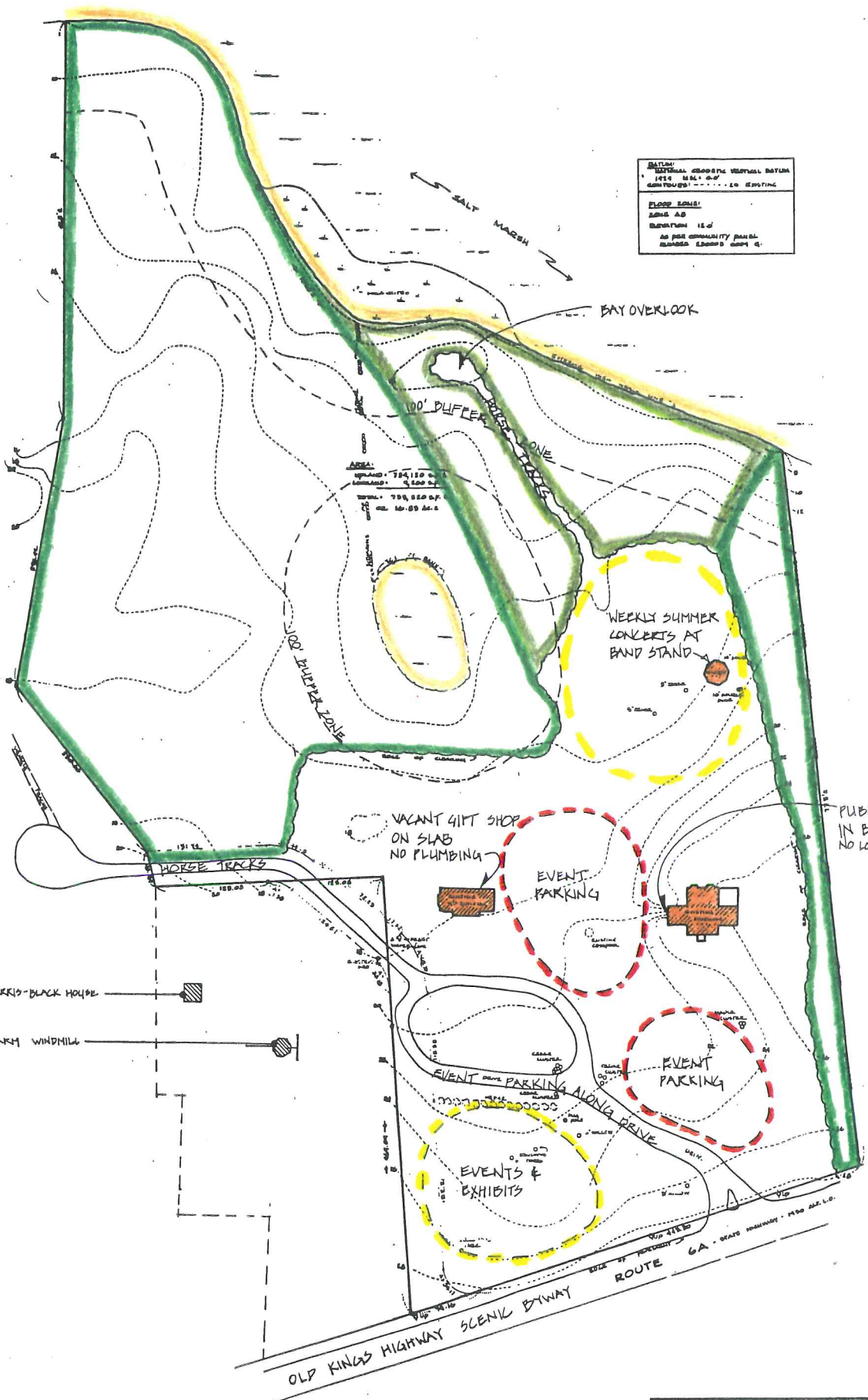


### **Use of the driveway**

The driveway provides access to the Historical Society's property as well as neighboring properties to the west. Frequently the driveway will be used as parking for one or two cars of visitors to the park.

### **History**

The use of this site has a very interesting history. Before the 1820s a large portion of the site was covered by saltworks. The U.S. Coast Survey of 1868 indicates some still remaining saltworks, a little pasture land and no trees. A 1938 aerial photograph shows all pasture and no trees on the site. The existing forest is no more than 50 years old, and possibly even younger. Tony McGowan purchased the land in the 1950s before it was subdivided into house lots. He lived in the residence and operated the Drummer Boy Museum. The Town of Brewster purchased the land in 1988. Later the museum was demolished and the gift of the bandstand was accepted.



<b>DATUM</b>	NATIONAL GEODESIC VERTICAL DATUM
1912 M.S.L. @ P	
CONTOURS	--- TO EXISTING
<b>FLOOD ELEV.</b>	
ADMS AS	
SEA LEVEL	12.0'
AS PER COMMUNITY PANEL	
BANKS ELEVATION 100' @ 1'	

HARRIS-BLACK HOUSE

HIGGINS FARM WINDMILL



KEY FROM 9-1-99 PLAN  
BY BENNETT & O'REILLY, INC.

<b>DRUMMER BOY PARK</b>		Beverly, Massachusetts	
<b>USE ANALYSIS</b>		SCALE: As Shown	
	MARY SMITH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 30 CHESTNUT STREET QUINCY, MA 02169 (617) 778-4217 - Fax (617) 778-7653		DATE:
			<b>L-2</b>

## Opportunities and Constraints

See Site Plan L-3

After examining the committee's program, the site analysis and the use analysis, a series of possible opportunities and constraints to development were compiled. There are two major constraints to development on the site. The first is the fragile wetlands that need to be protected. No development can take place within the 100 foot buffer zone of the wetlands without conservation commission permission. The second constraint are the poorly drained soils. The only soil that can provide adequate drainage for a septic system is the Hinesburg Sandy Loam.

Given these constraints, there are still a great many opportunities to enhance and preserve the open character of the park. The following are a few of the opportunities identified on the plan.

The opportunity to:

- Create a more informal setting with the removal of the hedge and partial removal of the circular drive.
- Renovate the giftshop, add public toilets and connect to the existing septic system.
- Improve views to bay by removing all buildings and restoring grades to predevelopment levels.
- Repair and improve public toilets on first floor of existing residence and abandon those in basement.
- Preserve open character of site with proper maintenance and selective clearing.
- Create an open informal edge by selectively adding or removing vegetation.
- Improve views across marsh by selectively cutting spaces into the thicket at edge.
- Gain visual access to the bog with selective clearing and pruning.
- Improve views to bay with selective clearing and pruning.
- Conceal new development by tucking it into woods.





Based on our opportunities and constraints plan and the program from the committee, Mary Smith Associates developed six different schemes for the park.

### Schemes 1- 6

See Corresponding Site Plan Schemes 1-6

#### **Scheme # 1**

1. Open views through site by removing both buildings.
2. Keep development on the east side of park.
3. New Visitor's Center located near the street looks like a house.
4. Playground located at the top of the hill with paths connecting to loop.
5. Cut back the forest to expose the bog. Create a boardwalk over the bog.
6. Event space stays in front. Primary event parking in the woods - secondary event parking in the meadow.
7. Plant a few great trees to separate the two lawn areas.

#### **Scheme # 2**

1. Open two views to the water.
2. Repair residence foundation and update public toilets on the first floor. Abandon toilets in basement.
3. Remove gift shop building.
4. Playground at the front of the site. Four foot picket or open fence for safety.
5. Accessible stone dust path system to open picnic area.
6. Cut back large swath through woods. Leave forest around the bog in the center of the site.
7. Primary event parking in woods and secondary event parking in open space.

#### **Scheme # 3**

1. Eliminate hard edges at field tree line by selective clearing and planting more trees.
2. Develop internal views including an open view to the bog.
3. Develop paths, trails and teaching areas.

4. Expand the existing residence building and add the handicap accessible walk, landing and furnished overlook, and new first floor bathrooms.
5. The playground and the play field parking area adjacent to each other. The playground is tucked partly into the woods. This alignment created as a multi-use space.
6. Expand the view to the bay by removing the small gift shop and cutting back some woods.
7. Keep gazebo/ bandstand in place.
8. Park 300 - 400 cars for events.
9. Eliminate part of circular drive to create a meandering, less formal drive.

#### **Scheme # 4**

1. Increase the width of the view to Cape Cod Bay from the road and provide new views within site.
2. Open woods up at the north (Bay side) of site, exposing the stone wall.
3. Playground is tucked back into the wooded area.
4. Repair and renovate existing residence into a Visitor's Center with accessible first floor bathrooms. Event parking clustered near the Visitor's Center for approximately 300 cars.
5. Remove the gift shop and add overlook and handicap accessible paths.
6. Eliminate park of driveway circle.
7. Use bog and woods for trails, boardwalks, and teaching areas.
8. Open up wooded edges by selective clearing, creating softer, shady areas for picnics.
9. Keep gazebo in place.

#### **Scheme # 5**

1. Remove both buildings, no new buildings or bathrooms added.
2. Soften the edges of the woods by clustering trees. Selective clearing to prevent straight "wood-lot" edges.
3. Open up the views within and across the site.
4. Create a new "field" for play or to park 100 cars during an event.
5. Plant some trees to screen views to the playground, tucked in next to the field.

6. Create trails around the bog and through the woods.
7. There is a more open view to the bay from the street.
8. Park 350 - 400 cars for special occasions.
9. Eliminate part of circle drive.
10. Handicap path to overlook with benches.

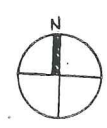
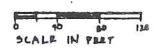
#### **Scheme # 6**

1. Open views to the bay by removing both existing buildings
2. New Visitor's Center hidden from road by plantings. The views to the bay from both sides of the new building are expanded.
3. Events space to be on both sides of driveway.
4. The playground is tucked into the woods. Create an open swath to water for views.
5. New parking for Visitor's Center near new building off circle.
6. Path and picnic overlooks along marsh edge.
7. The cranberry bog remains surrounded by woods and is accessible by path and by boardwalk.
8. Handicap accessible overlook with benches and shade trees at the top of the hill.
9. New views created within site.





SURVEY FROM 9-1-99 PLAN BY BENNETT & O'REILLY, INC.



<b>DRUMMER BOY PARK</b> Brewster, Massachusetts	
<b>SCHEME # 1</b>	
	MARY SMITH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 50 CHESTNUT STREET QUINCY, MA 01830 5177778-4717 - Fax 5177778-7899
	SCALE: As Shown DATE: <b>L</b>







MAIN ROAD CROSSING NATIONAL HIGHWAY  
 SEE PLAN #1  
 CONTIGUOUS TO THE EAST  
 DASH LINE  
 DATE: 10/1/88  
 SHEET NO. 12 of 12  
 AS PER COMMUNITY PLAN  
 DRAWING NUMBER: 1000-1

GATHERING SPACE  
ALONG PATH

HANDICAPPED ACCESSIBLE  
STONE LOT PATH TO  
GATHERING SPACES WITH  
VIEWS OF POND

PAVED AREA

HARRIS-BLACK HOUSE  
 HIGGINS WATERMILL



SURVEY FROM 9-1-88 PLAN  
BY BENNETT & O'BRIEN, INC.

SCALE IN FEET



<b>DRUMMER BOY PARK</b>	
Brewster, Massachusetts	
<b>SCHEME #2</b>	
	MARY SMITH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS IN PLANNING 88 COUNTRY STREET QUINCY, MA 01909 617/778-8777 • 617/778-7400
	DATE: _____ SCALE: As Shown L





1. All areas shown on this plan are to be constructed as shown.  
 2. All areas shown on this plan are to be constructed as shown.  
 3. All areas shown on this plan are to be constructed as shown.

PAVING & SEATING  
 AREAS UNDER  
 CLUMPS OF TREES

ADDITIONS TO BUILDING:  
 GIFT SHOP, BATHS,  
 FUNCTIONS

SURVEY FROM 9-1-99 PLAN  
 BY BENNETT & O'REILLY, INC.

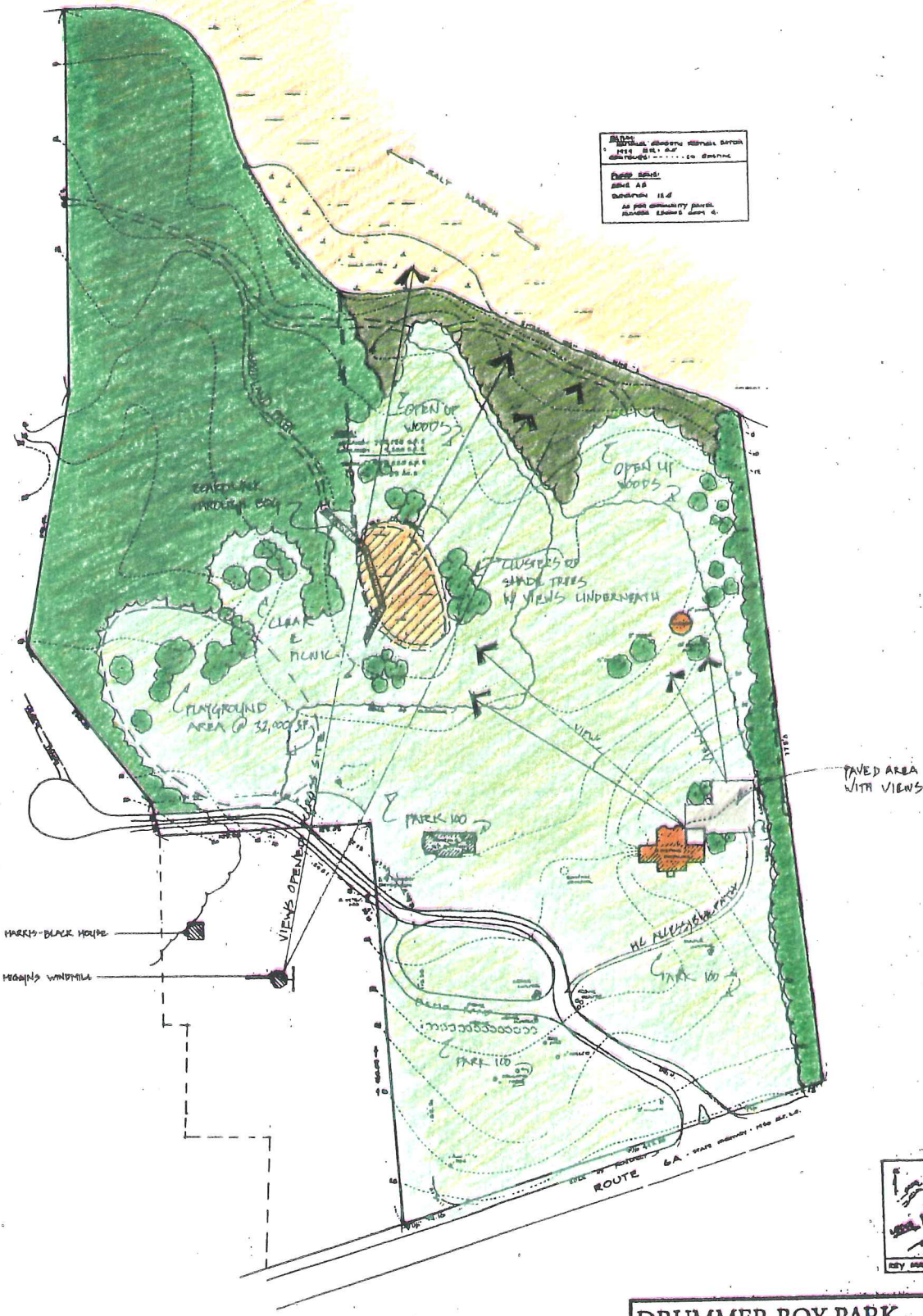
SCALE IN FEET  
 0 20 40 60 80 100



<b>DRUMMER BOY PARK</b>	
Dummer, Massachusetts	
<b>SCHEME #3</b>	
	MARY BETH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 80 CHAFFINOT STREET QUINCY, MA 01906 (508) 778-8717 • fax (508) 778-8888
	SCALE AS SHOWN SHEET <b>L -</b>







**BANK**  
 SLOPE SHOWN WITH DASHED LINES  
 SEE PLAN AND  
 SURVEY PLANS FOR DETAILS

**DEEP SOIL**  
 SEE PLAN  
 SURVEY PLANS FOR DETAILS  
 AS PER SURVEY PLANS  
 NUMBER THESE ARE 4.

HARRIS-BLACK HOUSE  
 HADDINS WINDMILL

PAVED AREA  
 WITH VIEWS



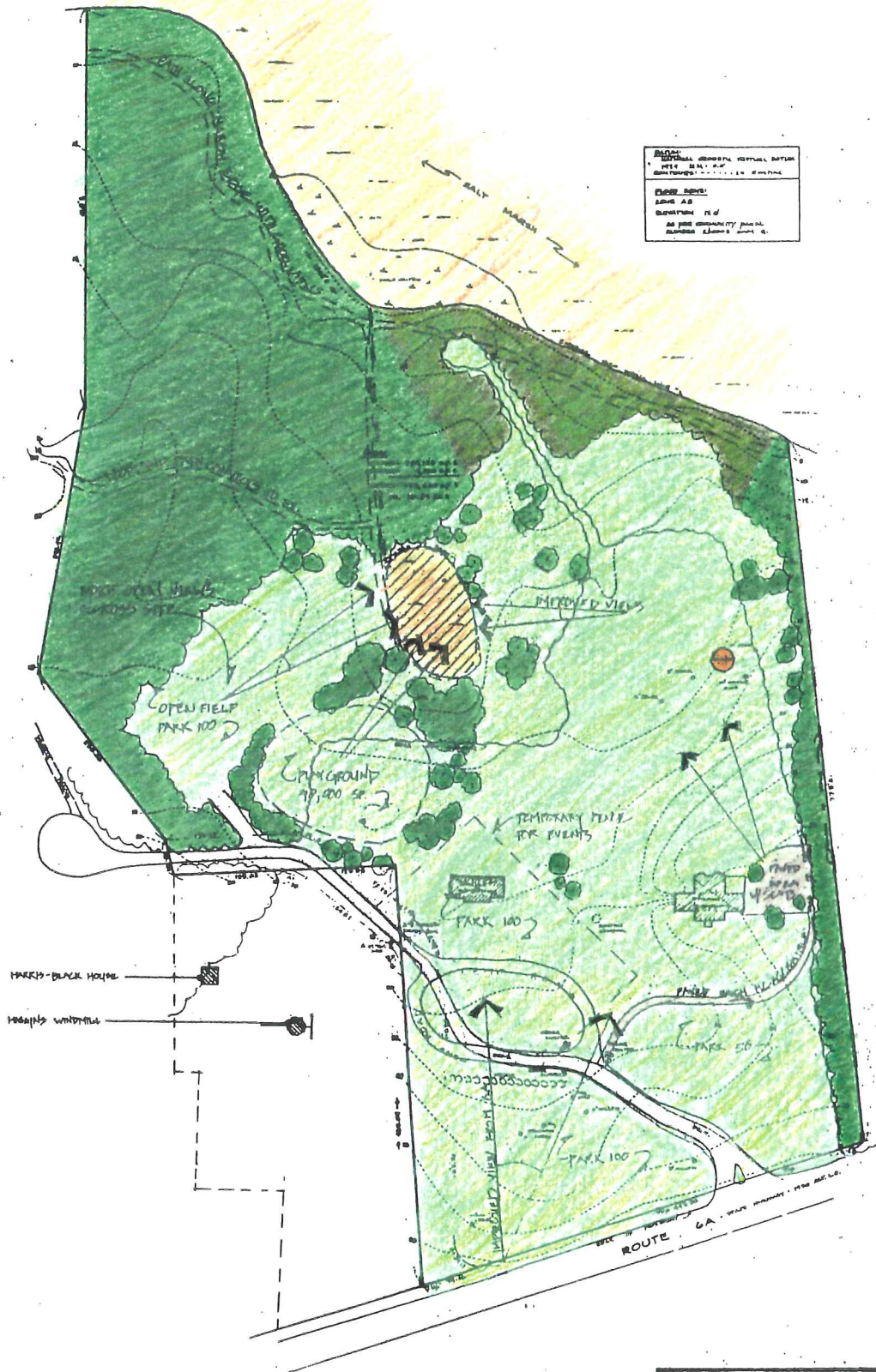
SCALE IN FEET  
 0 20 40 60 80 100



SURVEY FROM 9-1-99 PLAN  
 BY BENNETT & O'BRIEN, INC.

<b>DRUMMER BOY PARK</b> Drewton, Massachusetts	
SCHEME # 4	
	MARY SMITH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 50 CHESTNUT STREET QUINCY, MA 01906 (517) 776-0717 - fax (517) 775-9251
	SCALE As Shown DATE 1





**BENCH:**  
 ELEVATION: 100 FT. 100 FT. 100 FT.  
 DRAINAGE: DRAINAGE

**SCALE:**  
 1" = 100 FT.  
 AS SHOWN ON PLAN.

SURVEY FROM 9-1-99 PLAN  
 BY BENNETT & O'REILLY, INC.

0 50 100  
 SCALE IN FEET



### DRUMMER BOY PARK

Brewster, Massachusetts

SCHEME # 5



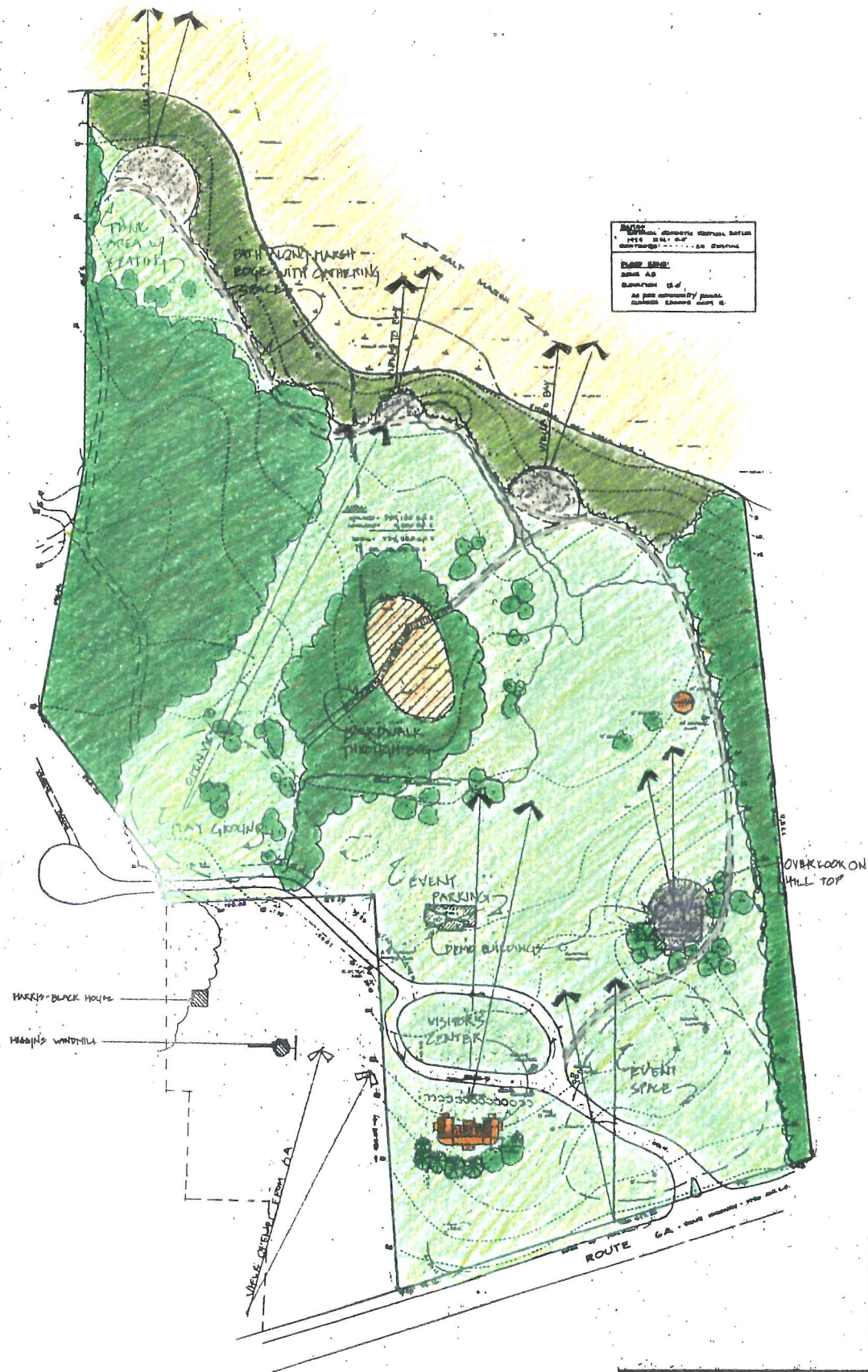
MARY RUTH ASSOCIATES, P.C.  
 LANDSCAPE ARCHITECTS  
 25 FLORENCE  
 30 CHESTNUT STREET  
 QUINCY, MA 01906  
 517776-4717 - FAX 517776-4697

SCALE: As Shown

DATE:

L





**DATE:** 10/15/01  
**BY:** MARY BETH ASSOCIATES, P.C.  
**SCALE:** AS SHOWN  
**AS PER COUNTY PLAN:**  
**DATE:** 10/15/01

SURVEY FROM 9-1-99 PLAN BY BANNEY & O'BRIEN, INC.

SCALE IN FEET  
 0 20 40 60 80 100 120



<b>DRUMMER BOY PARK</b> Beverly, Massachusetts	
<b>SCHEME # 6</b>	
	MARY BETH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 10 CHERRY STREET BEVERLY, MASSACHUSETTS 01915-2717 • TEL: 978/689-4000
	DATE: _____ SCALE: As Shown SHEET: <b>L</b>

## Masterplan

The committee chose which opportunities to pursue, reviewed all of the schemes and made recommendations for refinement. Following is the committee's recommendation with regards to the existing buildings.

The committee reviewed the condition of the former residence building and the gift shop building. A cost analysis was performed by David Thyng, Brewster's building commissioner and Arthur Chapin, a professional structural engineer, who serves on the Drummer Boy Advisory Committee. After a thorough examination of the residence building, it was determined that, in order to make this structure usable as a public building, it would cost the town approximately between \$60,000 and \$110,000 to complete the necessary repairs. The major deficiencies discovered were:

- Insufficient bearing capacity for the floors.
- Lack of insulation
- Deficiency of heating, electrical and plumbing systems.
- Failure of the structure's foundation, which would necessitate replacement.

In addition to the initial capital expense, the town would need to appropriate an annual maintenance budget. The committee decided that there was no reason for the town to undertake such expenses, particularly in light of the fact that no specific need for this building has been identified. The review of the gift shop building revealed that it is a sound structure with greater potential for renovation for public use. This structure is approximately 1,500 square feet in size. The cost to bring this building up to public code would be approximately \$30,000. This renovation would include the possible installation of insulation, a heating system, public rest room facilities, and a small kitchen. Maintenance of this structure would be substantially less expensive, due to its smaller size and simple construction.

Based on these determinations the Drummer Boy ad hoc Committee unanimously recommended that the residence building be removed and the gift shop building be renovated to become a Visitor's Center.

Based on the comments on schemes 1-6 from the committee and the concerned citizens, MSA developed a masterplan for the Drummer Boy Park. The final Masterplan is at the end of this section on drawing L-4.

Areas were identified to continue to be used as they are currently. The events will be held in the front area between the driveway and the street. Event parking will continue to be in the front to the east of the driveway. Parking for the summer band concerts will be on both sides of the driveway in the front of the site. No cars will be allowed north of the old gift shop on the lawn.

The existing gift shop will be renovated to contain a kitchen and bathrooms. This new Visitor's Center will be used for community meetings as well as a base for all of the site events. The gravel parking area will be better defined by improving the edge between the gravel and the lawn. This will become the handicapped parking for the site. The privet hedge will be relocated to open the lawn and make it more usable for events. The flagpole will be relocated to the entry of the Visitor's Center.

The existing residence will be removed from the site. It could be offered to a charity or an organization like Habitat for Humanity to remove from the site. If they could not move it for use as a residence, they could use pieces in other construction in progress. The basement will be filled in and a overlook area will be paved on the top of the knoll. This overlook will offer sweeping views of the park and the bay. Shade trees and benches will encourage visitors to pause and enjoy the view.

An accessible path will connect the Visitor's Center and handicap parking to the overlook. This path will then meander down the slope to the bandstand. Another accessible path will connect the Visitor's Center and bandstand directly. The path will continue down to the top of the coastal bank to provide panoramic views of the bay, Wings Island and back into the park. The accessible path system will provide a variety of experiences through an open grassy field, to the top of the knoll, at the edge of the woods, into the bandstand, into the woods, and between a wildflower meadow and the Bayberry thicket. The wildflower meadow will be established to echo the meadow maintained by the Conservation Trust to the west of the park. The educational walks and butterfly observation that currently occur in the Conservation Trust meadow can be extended to this new meadow. The meadow also provides a handsome transition from the mown lawn to the Bayberry thicket and

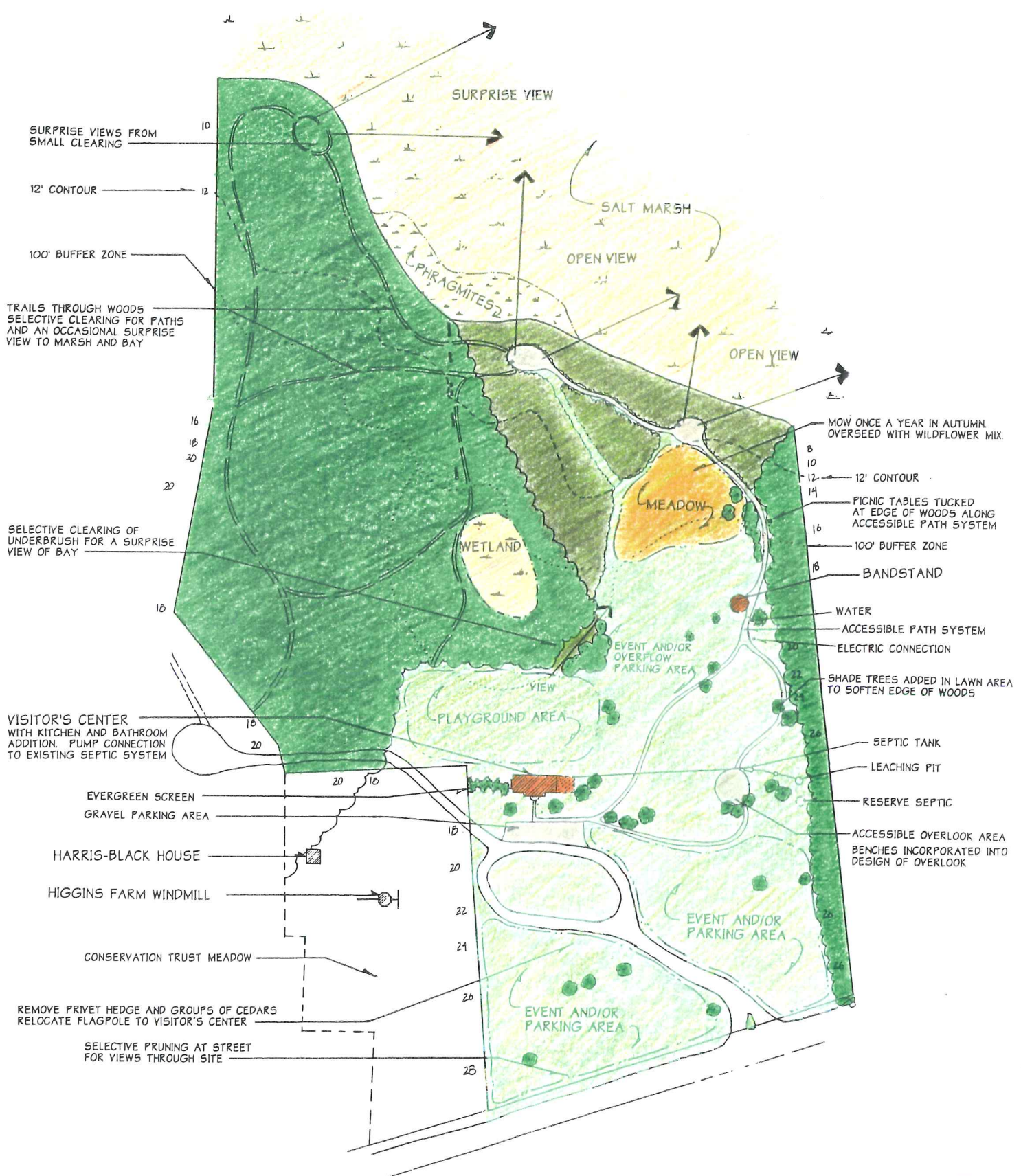


increase the species diversity in the park. Shade trees will be clustered in a few positions throughout the park to provide shade and frame views.

A hiking trail system will continue from the second overlook at the bay through the woods and connect back to the driveway and to the playground. The playground will be located directly behind the Visitor's Center. A surprise view out to the rest of the park and to the Bay will be provided by selective pruning and removal of branches. This will be a perfect area for a bench for people watching their children in the playground.

In this new park everyone will enjoy a more open view of the bay. From the street your eye will travel over a rolling expanse of lawn and a wildflower meadow, to a thicket of Bayberry, across the saltmarsh then out to the bay. Thanks to the hard work of your Drummer Boy Advisory Committee and all the concerned citizens who helped, this Masterplan maintains and enhances the beautiful views to the Bay for all the citizens of Brewster.





SURPRISE VIEWS FROM SMALL CLEARING

12' CONTOUR

100' BUFFER ZONE

TRAILS THROUGH WOODS SELECTIVE CLEARING FOR PATHS AND AN OCCASIONAL SURPRISE VIEW TO MARSH AND BAY

16

18

20

SELECTIVE CLEARING OF UNDERBRUSH FOR A SURPRISE VIEW OF BAY

16

20

VISITOR'S CENTER WITH KITCHEN AND BATHROOM ADDITION. PUMP CONNECTION TO EXISTING SEPTIC SYSTEM

20

16

EVERGREEN SCREEN

GRAVEL PARKING AREA

HARRIS-BLACK HOUSE

HIGGINS FARM WINDMILL

CONSERVATION TRUST MEADOW

REMOVE PRIVET HEDGE AND GROUPS OF CEDARS RELOCATE FLAGPOLE TO VISITOR'S CENTER

SELECTIVE PRUNING AT STREET FOR VIEWS THROUGH SITE

20

16

20

10

12

14

16

18

20

22

24

26

28

SURPRISE VIEW

SALT MARSH

OPEN VIEW

OPEN VIEW

PHRAGMITES

MEADOW

WETLAND

VIEW

PLAYGROUND AREA

EVENT AND/OR OVERFLOW PARKING AREA

EVENT AND/OR OVERFLOW PARKING AREA

EVENT AND/OR PARKING AREA

EVENT AND/OR PARKING AREA

8

10

12

14

16

18

20

22

24

26

28

MOW ONCE A YEAR IN AUTUMN OVERSEED WITH WILDFLOWER MIX

12' CONTOUR

PICNIC TABLES TUCKED AT EDGE OF WOODS ALONG ACCESSIBLE PATH SYSTEM

100' BUFFER ZONE

BANDSTAND

WATER

ACCESSIBLE PATH SYSTEM

ELECTRIC CONNECTION

SHADE TREES ADDED IN LAWN AREA TO SOFTEN EDGE OF WOODS

SEPTIC TANK

LEACHING PIT

RESERVE SEPTIC

ACCESSIBLE OVERLOOK AREA BENCHES INCORPORATED INTO DESIGN OF OVERLOOK

SURVEY FROM 9-1-97 PLAN BY BARNETT & O'KEILLY, INC.

0 10 20 110' SCALE IN FEET



<b>DRUMMER BOY PARK</b> Brewster, Massachusetts	
<b>MASTER PLAN</b>	
	MARY SMITH ASSOCIATES, P.C. LANDSCAPE ARCHITECTS & PLANNERS 30 CHESTNUT STREET QUINCY, MA 02169 (617)770-8717 • fax (617)773-7655
	SCALE: As Shown DATE: 5-1-95 <div style="font-size: 2em; font-weight: bold; text-align: center;">L - 4</div>

# REPORT OF THE DRUMMER BOY AD HOC COMMITTEE

## INTRODUCTION

A seven member ad hoc committee was appointed by the Board of Selectmen in early November of 1991 to study the situation that resulted from the complete take over of the Drummer Boy land and buildings.

This committee was charged to report back to the Board of Selectmen with their suggestions by February 26, 1991. This deadline was specified to allow the Selectmen time to study any further ideas and to place the matter before Brewster voters at the Annual Town Meeting on May 11, 1992.

## PROCEDURE

The Committee as appointed consisted of the following Brewster residents: Charles Dedon, Sally Desmond, Robert Franklin, Terry Ladd, William Nielsen, Paul Saint, and Robert Wilkinson. Charles Sumner became the ex-officio member.

The first meeting was held on November 4, 1991, and at that time elected William Nielsen as chairman. The following guideline considerations were set forth as criteria for deliberation:

1. The intention of the Town in buying the property.
2. Assessment of land and buildings.
3. The voice of the public as to usage.
4. Financial considerations.

Numerous posted meetings were held in November, December, January, and February at which the use of the property was reviewed within the context of the guidelines.

In early November the Committee toured the grounds and all three buildings to better assess site conditions.

In addition, a public hearing was held on December 4, 1991 at which the Committee heard from many interested citizens as to their ideas on the use of the property.

## CONSIDERATIONS

### I. The intention of the Town in buying this property

The Town's feelings as stated in the purchase and sale agreement dated December 15, 1987 reads as follows:

"The Town of Brewster agrees that in the development and the use of the property, all development and use will be designed, sited, and maintained so that no harm is done to the natural and scenic qualities of the area and so that the fragile wetland, dune and upland areas will be protected to prevent erosion and to preserve critical habitats and the area's natural scenic qualities, including the unparalleled view of Cape Cod Bay from Route 6A."



The summary statement on Article 1 of the Special Town Meeting of January 25, 1988 reads as follows:

"...The Board of Selectmen feel this is a prime opportunity for the Town of Brewster to purchase a parcel of land that contains an unparalleled view of Cape Cod Bay from Route 6A. The parcel contains 500 feet of frontage on Route 6A and a significant frontage on the fragile wetland and dune area on Cape Cod Bay."

"Finally, we intend to amend the article at Town Meeting to require that any future use of this property will have to be reviewed and approved by Town Meeting."

## II. ASSESSMENT OF LAND AND BUILDINGS

With the change of occupancy and complete ownership/control from the McGowan family to the Town of Brewster, come a number of potential problems that must be faced. Both short-term and long-term, before any of the buildings can be occupied or opened to the public, the property must conform to current codes and regulations. Changes are required in the septic system, electrical, plumbing and handicap access to conform with the new Americans with Disabilities Act.

## III. THE VOICE OF THE PUBLIC AS TO USE

The Committee heard and weighed the following proposals:

- A. Maintain the property as it is.
- B. Establish a public park.
- \* C. Keep the Museum in operation.
- D. Establish a Tourist Information Center in the Gift Shop building.
- E. Rent the residence to a caretaker to maintain the grounds.
- \* F. Demolish all existing buildings.
- \* G. Build an Elementary School.
- \* H. Convert existing buildings to a Town Hall.
- \* I. Build a new Town Hall on the property.
- \* J. Build an Astronomical Observatory.
- \* K. Use the land for recreational activities.
- \* L. Have the Historical Society move and operate buildings.
- \* M. Use the residence for club/group meetings
- \* N. Build a Crematorium.
- \* O. Create a walk-on cemetery.
- P. Locate a bandstand on the property.
- \* Q. Lease Gift Shop for sale of antiques/gifts.
- \* R. Use land for elderly housing.
- S. Add picnic tables and swings for children.
- T. Continue to hold antique and art shows on the grounds.
- \* U. Convert the land to a Community Farm.
- \* V. Lease buildings for a Medical Center/Sanitorium.
- \* W. Lease the buildings for a Research Center.



After consideration of all aspects of each of these uses, those proposals that have been indicated with an asterisk (\*) were eliminated for the present time, because one or more of the guideline criteria made them impractical or non-viable options at this time.

#### IV. FINANCIAL CONSIDERATIONS

This represents a major stumbling block, as any use of the property/buildings involves a financial obligation. The Committee's recommendations have taken the position that with Brewster's present financial difficulties, any use must severely curtail additional expense to the Taxpayers. Bearing this in mind, please note that for the immediate future, the only suggested expense involves a system for security of the buildings.

#### V. RECOMMENDATIONS

A. A short term solution, in light of the current financial condition of Brewster and our general economy, is to mothball the buildings. However, we the Committee would very strongly urge the Town to have an adequate security system installed without delay.

Mothballing would allow Brewster to buy time to actively pursue use of the buildings by financially solvent groups or organizations that would agree to meet required codes and regulations.

B. We suggest that the Town consider allowing the Brewster Board of Trade and/or the Chamber of Commerce availability of the "Gift Shop" building as an Information Center for visitors to our Town, provided that such a program would be cost free in all respects to the taxpayers.

C. We applaud the offer of the Brewster Board of Trade to donate a bandstand for concerts on the Drummer Boy land. This bandstand would then become part of the Town's normal maintenance program.

D. We also suggest the Town seek a caretaker to reside in the residence, rent free. The caretaker would agree to pay all related building expenses, such as heat, electricity, water, phone, insurance, etc. The caretaker would also be responsible for maintenance of the grounds, including cutting the grass, and would agree to act as a resident security guard.

E. The concept of an astronomical observatory is laudable, but the Committee feels that such a use would compromise the Town's original intention for acquiring the land, and that the consequence of a required 25 year lease is essentially the same as selling the land. Therefore it is the conclusion of the Committee that this is not an appropriate use of the site.

F. This leaves the museum building in question. To date no group or organization has come forward to offer the money needed in order to meet building codes and regulations.

As this museum is one of a kind and a true asset to Brewster,

we urge the Selectmen to continue to search for an appropriate museum related use as a means of preserving this cultural resource. While our immediate short-term recommendation is to keep the buildings mothballed, we urge the Selectmen to keep looking.

The Committee also suggests that if the Board of Selectmen agree with the museum proposition, that every effort be made to obtain the museum's paintings and related exhibits for inclusion in a future museum.

G. Although not specified in this Committee's original scope and purpose, we would like to recommend the establishment of a permanent Land Committee. In light of the evolution of the Town as a major land holder, we suggest that the Board of Selectmen consider appointing a permanent Land and Buildings Management Body/Committee to coordinate with all Town entities controlling land, to serve as an interim authority for oversight of land not yet designated to a specific department, and to develop a comprehensive long-term Land Management Plan for all Town Lands.

#### CONCLUSION

This report is meant to serve as a summary of the Committee's full deliberations. All letters received by the Committee, as well as detailed minutes of all meetings, including the public hearing, are being submitted with this report in order to provide back-up information and a complete file for reference and/or review. Our recommendations are based on conditions existing at this time and should be evaluated on that basis.

This Committee wishes to express its appreciation to the many citizens, societies, and organizations who came forward with timely proposals for the use of this valued Drummer Boy property. We wish also to stress that any future use must take into consideration the intent of the Town in purchasing this land.

Respectfully submitted,

---

William S. Nielsen, Chairman

---

Date

For the Drummer Boy Ad Hoc Committee:

Charles S. Dedon  
Sally C. Desmond  
Robert M. Franklin  
Terry Ladd  
Paul F. Saint  
Robert L. Wilkinson  
Charles L. Sumner

DEED OF LIFE ESTATE AND REMAINDER  
WITH RETAINED LIFE ESTATE  
SUBJECT TO CONDITIONS

LEWIS A. MCGOWAN, JR., of Route 6A, Brewster, Barnstable County, Massachusetts 02631, in consideration of ONE DOLLAR (\$1.00) paid by Elizabeth McGowan and NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00), paid by the Inhabitants of the Town of Brewster, and retaining a life estate in the Grantor, grants to ELIZABETH MCGOWAN, Route 6A, Brewster, Barnstable County, Massachusetts 02631, during her life, and the remaining fee interest, WITH QUITCLAIM COVENANTS, to THE INHABITANTS OF THE TOWN OF BREWSTER, a Municipal Corporation having its principal place of business at the Town Offices, Main Street, Brewster, Barnstable County, Massachusetts 02631, the land in Brewster, Barnstable County, Massachusetts, together with the buildings thereon, bounded and described as follows:

LOT #2 as shown on, "Division Plan of Land in Brewster made for Lewis A. McGowan, Jr. Scale: 1 in. = 100 ft. Feb., 1988 Slade Associates, Inc., Reg. Land Surveyors, Rte 6 & Pine Pt. Rd., Wellfleet, MA. and recorded with Barnstable Deeds in Plan Book 445, Page 98 .

Containing an area of about 17 acres, more or less and including the the fee in the two "Right-of-Way" areas shown within Lot #2 on said plan.

This conveyance does not convey to either Grantee any express or implied rights in nor easements over Lot 1 as shown on said plan.

Meaning and intending to create life estates to the said McGowans to be held in common and conveying the remainder to the Town of Brewster.

Said reserved life estate and conveyances shall be subject to the following additional reservations and conditions:

1. Retaining in the Grantor a right of way easement for all purposes for which ways are used in the Town of Brewster over the "Right of Way and Existing Right of Way as shown on said plan appurtenant to Lot 1 as shown on said plan. Said easement shall include the right to construct a subdivision road over said easement to access two residential lots to be created from Lot 1 and to install underground utilities under and along said right of way and strips 10 feet wide abutting said right of way, and to locate drainage easements and utilize same as required to obtain Planning Board approval for a subdivision plan and to construct said road in accordance therewith.

COMMONWEALTH OF MASSACHUSETTS  
DEEDS & EXCISE  
900.00  
CANCELLED  
MAR 1 1988  
BARNSTABLE

COMMONWEALTH OF MASSACHUSETTS  
DEEDS & EXCISE  
366.00  
CANCELLED  
MAR 1 1988  
BARNSTABLE

COMMONWEALTH OF MASSACHUSETTS  
DEEDS & EXCISE  
900.00  
CANCELLED  
MAR 1 1988  
BARNSTABLE

T

2. DURING THE TERM OF THE AFOREMENTIONED LIFE ESTATES, MR. AND MRS. MCGOWAN SHALL HAVE THE RIGHT TO RESIDE IN THE RESIDENCE ON THE PREMISES AS WELL AS TO OPERATE THE "DRUMMER BOY MUSEUM AND GIFT SHOP." DURING THE PERIOD OF THIS OPERATION, THE GRANTOR SHALL BE RESPONSIBLE FOR PAYMENT OF ALL COSTS IN CONNECTION WITH THE OPERATION OF THE MUSEUM AND GIFT SHOP AND ALL PROCEEDS FROM THE OPERATION OF THE SAME SHALL REMAIN THE PROPERTY OF THE GRANTOR. DURING THE TERM OF THE AFOREMENTIONED LIFE ESTATES, THE GRANTOR SHALL AT HIS OWN EXPENSE BE RESPONSIBLE FOR THE CARE, MAINTENANCE AND UPKEEP OF THE BUILDINGS AND OTHER IMPROVEMENTS AS WELL AS THE GROUNDS SURROUNDING THE SAME.

3. DURING THE PERIOD OF THE AFOREMENTIONED LIFE ESTATES, SHOULD THE LIFE TENANTS OR THE SURVIVOR OF THEM, BECOME INCAPACITATED, EITHER PHYSICALLY OR MENTALLY AND TAKE UP RESIDENCE OTHER THAN ON THE PREMISES; THEN, AND IN THAT EVENT, THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER SHALL HAVE THE OPTION TO TERMINATE THE LIFE ESTATE OF THE LIFE TENANTS OR THE SURVIVING LIFE TENANT BY PAYMENT OF \$50,000.00 TO THE LIFE TENANT OR TENANTS OR THEIR LEGAL REPRESENTATIVE. THE RECEIPT OF SUCH PAYMENT SHALL FORTHWITH TERMINATE THE LIFE TENANCY AND ALL RIGHTS ACCRUING TO THE LIFE TENANTS OR THE SURVIVING LIFE TENANT THEREUNDER. THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER SHALL BE ENTITLED TO RECEIVE A DEED OF SAID INTEREST FROM THE LIFE TENANT OR TENANTS OR THEIR LEGAL REPRESENTATIVE.

4. FOLLOWING THE CONVEYANCE OF THIS PROPERTY TO THE GRANTEES AND DURING THE PERIOD OF THE LIFE TENANCIES, ALL OBLIGATIONS AND RESPONSIBILITIES FOR REAL ESTATE TAXES ON THE SUBJECT PROPERTY BOTH LAND AND BUILDINGS SHALL BE THE SOLE RESPONSIBILITY OF THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER.

5. FOLLOWING THE CONVEYANCE OF THE PROPERTY TO THE TOWN AND DURING THE PERIOD OF THE LIFE TENANCY, THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER SHALL BE RESPONSIBLE FOR PAYMENT OF THE FIRE AND CASUALTY INSURANCE ON THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES. SUCH INSURANCE COVERING FIRE AND EXTENDED COVERAGE SHALL BE FOR THE REPLACEMENT VALUE OF THE BUILDINGS AND SITE IMPROVEMENTS AND ANY DEDUCTIBLE SHALL BE PAID BY THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER IN THE EVENT OF ANY LOSS.

6. FOLLOWING THE CONVEYANCE OF THE PROPERTY TO THE GRANTEES AND DURING THE TERM OF THE AFOREMENTIONED LIFE ESTATES, PERSONAL INJURY AND LIABILITY INSURANCE SHALL BE MAINTAINED ON THE RESIDENCE, DRUMMER BOY MUSEUM AND GIFT SHOP IN A MINIMUM AMOUNT OF ONE MILLION (\$1,000,000.00) DOLLARS; HOWEVER, THE PAYMENT OF THE SAME SHALL BE BORN BY THE GRANTOR AS PART OF THE OPERATION OF THE DRUMMER BOY MUSEUM AND GIFT SHOP. THE GRANTOR AGREES THAT AS OF THE DATE OF THE CLOSING HE WILL MAINTAIN THE AFOREMENTIONED PERSONAL LIABILITY INSURANCE IN A MINIMUM AMOUNT OF \$1,000,000.00 ON THE SUBJECT PREMISES AND SHALL CAUSE TO BE NAMED THE TOWN OF BREWSTER AS A CO-INSURED ON SAID POLICY. THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER, COMMENCING ON THE DATE OF CLOSING SHALL MAINTAIN FIRE INSURANCE AND EXTENDED COVERAGE INSURANCE ON THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES AND SHALL CAUSE TO HAVE NAMED THE GRANTOR AND GRANTEE ELIZABETH MCGOWAN AS CO-INSUREDS ON SAID POLICY.



7. THE GRANTOR FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER FROM AND AGAINST ANY AND ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON, OR TO THE PROPERTY OF ANY PERSON, OCCURRING DURING THE LIFE TENANCIES AND THE OPERATION OF THE DRUMMER BOY MUSUEM AND GIFT SHOP IN, OR ABOUT THE SUBJECT PROPERTY OR THE BUILDINGS CONSTRUCTED THEREON. THIS INDEMNITY AGAINST ALL COSTS, EXPENSES AND LIABILITIES INCURRED SHALL INCLUDE COSTS, EXPENSES AND LIABILITIES INCURRED IN OR IN CONNECTION WITH ANY SUCH CLAIM OR PROCEEDING BROUGHT THEREON AND THE DEFENSE THEREOF.

8. WITH RESPECT TO THE AFOREMENTIONED POLICIES OF PERSONAL LIABILITY INSURANCE, THE SAME SHALL BE NON-CANCELLABLE WITH RESPECT TO THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER WITHOUT TEN (10) DAYS PRIOR WRITTEN NOTICE TO SAID GRANTEE AND THROUGHOUT THE TERM OF THE LIFE ESTATES A DUPLICATE POLICY ORIGINAL OR CERTIFICATE THEREOF SHALL BE DELIVERED BY THE GRANTOR TO SAID GRANTEE.

9. THE GRANTOR AGREES THAT DURING THE TERM OF THE AFOREMENTIONED LIFE ESTATES WHILE HE IS RESPONSIBLE FOR THE CARE, MAINTENANCE, AND UPKEEP OF THE BUILDINGS AND IMPROVEMENTS ON THE PROPERTY AND GROUNDS, THAT HE SHALL INDEMNIFY THE GRANTEE INHABITANTS OF THE TOWN OF BREWSTER AGAINST ALL LIABILITIES, EXPENSES AND LOSSES INCURRED BY SAID GRANTEE AS A RESULT OF:

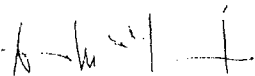
(A) FAILURE OF THE GRANTOR TO PERFORM ANY COVENANT OR AGREEMENT REQUIRED TO BE PERFORMED IN CONNECTION WITH THE CARE, MAINTENANCE AND UPKEEP OF THE BUILDINGS.

(B) ANY ACCIDENT, INJURY OR DAMAGE WHICH SHALL HAPPEN IN OR ABOUT THE SUBJECT PREMISES OR APPURTENANCES CAUSED BY ANY ACTIVITIES OCCURRING ON THE PREMISES DURING THE LIFE ESTATE OR AS PART OF THE ACTIVITIES OF THE GRANTOR IN CONNECTION WITH THE OPERATION OF THE MUSEUM AND GIFT SHOP.

(C) ANY MECHANICS LIEN, SECURITY AGREEMENT OR ATTACHMENT, FILED AGAINST THE SUBJECT PROPERTY, OR ANY MATERIALS USED IN CONNECTION WITH THE CONSTRUCTION, REPAIR, OR ALTERATION OF THE BUILDINGS AND IMPROVEMENTS ON THE SUBJECT PROPERTY.

For title, see deed of Leonard Dubin and Philip Dubin to Lewis A. McGowan, Jr., dated September 9, 1959 and recorded with Barnstable Registry of Deeds in Book 1054, Page 1.

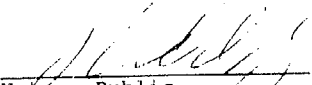
WITNESS my hand and seal this // day of March 1988.

  
\_\_\_\_\_  
Lewis A. McGowan, Jr.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. *March 11* 1988.

Then personally appeared the above named Lewis A. McGowan, Jr. and acknowledged the foregoing instrument to be his free act and deed, before me,

  
\_\_\_\_\_  
Notary Public  
My commission expires: *2/7/1989* *Richard C. Perkins*  
(place notary seal here)

Report of the  
SPECIAL TOWN MEETING

January 25, 1988

In accordance with the warrant the Special Town Meeting was held in the Brewster Elementary School Cafetorium, Monday January 25, 1988.

This Meeting was called to order at 7:20 P.M. by the Moderator, Stephen L. Doyle. The tellers were Dorothy Grenier, Edwin Blease, June Gallant, and J. Ogden J. Tyldsley, Jr. Checkers were Dorothea Dugan, Jean Gage, Carl Scrivener, Margo Cathie. A Quorum of 229 was present.

**ARTICLE 1.** I move that (A) the Board of Selectmen is hereby authorized to purchase for municipal purposes from Lewis A. McGowan, Jr., for the sum of NINE HUNDRED FIFTY THOUSAND (\$950,000) DOLLARS, the land and buildings thereon, situated in West Brewster, Barnstable County, Massachusetts, located on the northerly side of Route 6A, containing approximately seventeen (17) acres, more or less, having five hundred (500) feet of frontage, more or less, on Route 6A, to be shown on a plan drawn by Slade Associates, and being a portion of the premises described in the deed to the seller from Leonard Dubin of Waltham, Middlesex County, Massachusetts, and Philip Dubin of Dennis, Barnstable County, Massachusetts, said deed being dated September 9, 1959, and recorded with the Barnstable Registry of Deeds in Book 1054, Page 1, said land comprising all of the seller's property set forth in said deed excepting two residential building lots comprising 5.85 acres, more or less, on the westerly side of the property, which will be retained by the seller and which will be shown on a plan hereinafter referred to; the land shall be conveyed subject to a forty (40) foot wide right of way to access the retained two lots and subject to obtaining Planning Board approval therefor; said right of way shall comprise the existing way shown on Plan of Land in Brewster for Lewis A. McGowan, Jr., dated June 3, 1974 and recorded with Barnstable Deeds in Plan Book 293, Page 61, plus an extension of said right of way northwesterly to the two lots shown on said plan; subject to a life estate to be granted to Lewis A. McGowan, Jr. and Elizabeth McGowan by the Town of Brewster, and according to the executed purchase and sale agreement, between Lewis A. McGowan, Jr., as seller, and the inhabitants of the Town of Brewster, as buyer, which is on file in the office of the Town Clerk; (B) the sum of \$950,000 is hereby appropriated to finance the cost of acquiring such land and that to raise this appropriation, the sum of \$200,000 shall be transferred from available funds in the Treasury and the Treasurer, with the approval of the Selectmen, is authorized to borrow the sum of \$750,000 under and pursuant to Chapter 44, Section 7(3), of the General Laws, as amended and supplemented, or any other enabling authority, by the issuance and sale of bonds or notes payable to Lewis A. McGowan, Jr. over a term of seven (7) years from the date thereof in accordance with the terms of the purchase and sale agreement hereinbefore described; (C) the further sum of \$20,000 is hereby appropriated and shall be raised by transfer from available funds in the Treasury for the first payment of interest on the bonds or notes issued hereunder and costs associated with the transaction; and (D) the Board of Selectmen and other Town officers and officials are hereby authorized to take any and all action deemed by them necessary to complete the transactions authorized herein; and that any future use of this property shall be determined by Town Meeting action.

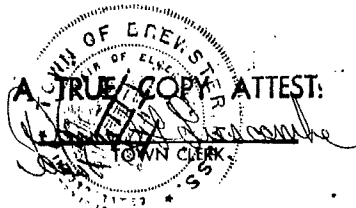
ADOPTED YES 504 NO 10

**ARTICLE 2.** To act on any other business that may legally come before this meeting.

There being no other business to come before this meeting, it was adjourned at 8:25.

A True Copy ATTEST:

Barbara A. Vaughn, CNO/AAR  
Town Clerk



RECORDED MAR 11 88

## ZISSON AND VEARA

ATTORNEYS AT LAW

RICHARD L. ZISSON  
EDWARD E. VEARA  
PAUL V. BENATTI  
JILL J. BROFSKY  
E. JAMES VEARA

AT WELLESLEY OFFICE PARK  
45 WILLIAM STREET  
WELLESLEY, MASSACHUSETTS 02181  
TEL (617) 431-2100  
FAX (617) 237-0766

828 MAIN STREET-BOX 2031  
OLD KINGS HIGHWAY  
DENNIS, MASSACHUSETTS 02638-1530  
TEL (508) 385-6031  
FAX (508) 385-6914

August 15, 1994

Ms. Jillian Douglass  
Administrative Assistant  
Board of Selectmen  
Town of Brewster  
Brewster, MA 02631

Re: Use of Drummer Boy Property

Dear Ms. Douglass:

Recently, you contacted this office, on behalf of the Board of Selectmen, to request a legal opinion on various issues surrounding the use of the Drummer Boy property. I have researched the matter, and this letter is written to convey my response. My analysis of the queries contained in the Request are set forth here below, in the order in which they were presented to me in your letter.

The first issue raised in your Request concerned the legality of the Board of Selectmen's recent vote regarding a playground on town-owned property. The factual history, as I understand it, began with the meeting of the Board, at which time the Playground Committee proposed to donate playground equipment to the Town for use on Town property. Evidently, the Committee considered a number of different Town-owned sites, and its first preference is the Drummer Boy property. At the meeting, the Selectmen voted 3-2 to establish a recreation site on the Drummer Boy Property or at a site to be determined. At the time of the vote, Town Administrator, Charles Sumner, indicated that such a vote would not need Town Meeting approval because the Selectmen merely approved the concept of accepting a volunteer built playground somewhere in the Town with the focus being on the Drummer Boy property. Mr. Sumner explained that this would allow the Committee to begin the fund-raising efforts as soon as possible and allow time for an Advisory Committee to work on the specific details of the proposal.

ZISSON AND VEARA

Ms. Douglass  
August 15, 1994  
Page 2

The challenge to this Vote stems from the fact that, at a January 1988 Special Town Meeting, the Town mandated that "any future use of [the Drummer Boy] property shall be determined by Town Meeting. Obviously, the Board of Selectmen's most recent vote on the Playground was taken without Town Meeting approval. It is my opinion that the Board of Selectmen were fully within their authority when they rendered their vote on the playground and that the vote was not improper.

The Board of Selectmen did not authorize the Committee to put the playground on the Drummer Boy property. The Vote merely authorized the donation of the playground to the Town, at a location to be determined after a study was completed, with the help of the Advisory Board. Although the vote reflected a preference for the Drummer Boy site, it also very clearly mandated that other sites also be considered. While it is true that the Board does not have the authority to mandate the uses to which the Drummer Boy property is devoted due to the January 1988 Special Town Meeting, it is also true that this most recent vote by the Board did not include such a mandate. This recent vote simply authorized the donation of a playground at a site to be determined.

Your next query concerned some restrictive language contained in the Purchase and Sale Agreement (hereinafter referred to as "P&S") whereby the Town agreed to purchase the Drummer Boy Property. Article 32 of Schedule "B" of the P&S addresses the uses to which the Town agreed to put the property. In relevant part, it states the following:

"The Town of Brewster agrees that in the development and the use of the property all development and use will be designed, sited and maintained so that no harm is done to the natural and scenic qualities of the area and so that the fragile wetland, dune, and upland areas will be protected to prevent erosion and to preserve critical habitats and the area's natural scenic qualities, including the unparalleled view of the Cape Cod Bay from Route 6A."

The Purchase and Sale Agreement further provides in Article 12 that:

"The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed."



ZISSON AND VEARA

Ms. Douglass  
August 15, 1994  
Page 3

The language from Article 32 of the P&S in which the Town agreed to limit the uses of the property is still binding on the Town due to Article 12 of the P&S. A P&S agreement is a contract which is binding on the parties to the extent of the terms contained therein. In addition to maintaining the unparalleled view of Cape Cod Bay from Route 6A, the Town also agreed to maintain the natural, scenic and environmental aspects of the property.

Technically, because of the broad and vague language used in the P&S, any activities which would disturb these interests violates Article 32; however, the parties' intent as they were negotiating the contract is instructive for determining the extent of the restrictions. Because the McGowans have both passed away, their intent can only be determined from existing records. Incidentally, only the McGowans and their estates would have standing to object to any action taken by the Town in violation of the agreement.

It is my opinion that Article 32 probably encompasses permanent structures that would affect the interests listed in the P&S. Temporary structures and activities, however, have less effect on these interests due precisely to their temporary nature, and, therefore, such activities more than likely do not fall within the precepts of Article 32 of the P&S.

Your next query centered around Town Meetings discussion which concerned limiting the property to "open space" uses only. It is my opinion that debate alone during Town Meeting does not have any legal force or effect on the use to which the Town puts the property. At this time, only a new Town Meeting vote could specify exclusive open space use. Because the words "open space" do not appear in the P&S or in any Town vote, they are not binding on the Town.

The requirement that the Town maintain "the unparalleled view of Cape Cod Bay from Route 6A" obviously refers to the view that already existed and therefore buildings existing at that time are in compliance.

You next asked if a playground and bandstand are permitted uses on the Drummer Boy property. It is my opinion that, as it stands right now, a playground could not be built on the Drummer Boy property without Town Meeting approval. The bandstand has already been constructed and, technically, its construction violated the 1988 Town Meeting Vote, as it was constructed without Town approval. However, subsequent Town Meeting could be used to ratify the Board's vote on the bandstand and this would rectify any current misstep. As for whether the bandstand violates the P&S, this would depend on how much the structure impedes the view of the

ZISSON AND VEARA

Ms. Douglass  
August 15, 1994  
Page 4

Bay from Route 6A and interferes with the natural and environmental qualities of the area. Whether it impedes the view is a factual issue which can perhaps only be decided after an objective analysis by a disinterested party. If the Conservation Commission approved the bandstand, then it is doubtful it interferes with intent of the agreement that the natural and environmental qualities of the parcel not be disturbed. Moreover, it must be recalled that various buildings have been removed from the site and that the Town had only to maintain the quality of the Bay view as it once existed. To the extent that the addition of the bandstand and the removal of several buildings represented a net increase or improvement of the view of the Bay, the P&S provisions were not transgressed.

You next asked if the "open space" restriction affects the existing buildings. As I have already noted, no such "open space" restriction exists because there is no Town vote concerning this issue, merely debate and discussion. It might be argued that the restriction contained in Article 32 of the P&S concerning the preservation of "the unparalleled view of Cape Cod Bay from Route 6A" pertains to the existing buildings, as well. It is my opinion, however, that the language in the P&S does not apply to those buildings. That restriction explicitly speaks of "the unparalleled view", which can only mean the view which existed at the time the P&S was being negotiated. At that time, those buildings were already in existence and, therefore, their continued existence does not violate the P&S. With regard to the uses the remaining buildings can serve and what activities can be conducted in them, it is my opinion that this should be decided by Town Meeting. The P&S and the Deed do not include any restrictions regarding the use of those buildings. Nevertheless, please see my discussion regarding these structures and the building code further on in this response.

Your next inquiry concerned the fact that the Deed reflecting the transfer of the Drummer Boy property does not include any language regarding the use to which the Town agreed to devote the property. The Town, as the grantee party, is bound by the deed's terms. The Town is also bound by the written contract which constitutes the Purchase and Sale Agreement (hereinafter, "P&S"). Normally, as Article 12 of the P&S sets forth, the execution of the deed nullifies all prior agreements not contained in the instrument; however, Article 12 goes on to state that obligations contained in the P&S which were to take place after the delivery of the deed are to remain in effect against the party so obliged. Because Article 12 of the P&S extinguishes only those obligations which would arise before the delivery of the deed, the use restrictions contained in Article 32 of that agreement remain effective. The deed would prevail if it contained language related

ZISSON AND VEARA

Ms. Douglass  
August 15, 1994  
Page 5

to the use of the land. Because the deed is silent on this topic, the P&S restrictions are not displaced. //

Your Request next asks what effect the January 1988 vote had on the authority of the Board of Selectmen to approve periodic events on the property. As I already noted, Article I of the 1988 Special Town Meeting states that "any future use of this property shall be determined by Town Meeting." Whether the Town Meeting vote restricts the Board of Selectmen's authority to allow periodic events to take place on the property depends on an interpretation of the intent of those who voted to approve it. The vote appears geared mostly to approving the purchase of the land by the Town. The last clause of the Vote, which limits the determination of any future use to Town Meeting action, must be interpreted within the context of the vote and the discussions which preceded it. Given the broad nature of the language contained in the text of the vote, the words "future use" were probably intended by the Town Meeting to refer to permanent future uses of the property; however, the word "any" comes directly before the term "future use," and this casts a doubt about the true meaning of the clause. Because I do not have a copy of the minutes of the Meeting, I cannot discern the true intent underlying this clause. In any event, as I noted above, a new Town Meeting vote can be utilized to clarify any ambiguity. A new vote can be used to alter or repeal any prior Town restriction placed on the use of the property. Furthermore, a future Town Meeting can clarify the distinction between ongoing events and single occurrence events and can also give the Board of Selectmen the authority to decide whether to approve those uses. Thus, if such a vote were passed, the Board would obviously have jurisdiction over those activities. //

Your Request next raises the issue of the current "use policy" of the Board of Selectmen and what it authorizes the Selectmen to do. Ordinarily, under M.G.L. c. 40 §3, the Board of Selectmen control the disposition of property, unless Town Meeting places control of the property in another board's hands. Such a Special Town Meeting Vote is, of course, binding on the Board of Selectmen. This is precisely what happened with the Drummer Boy property. Needless to say, however, the Town can always amend a prior vote at another Town Meeting. Thus, the Selectmen still have full authority to determine the use of all town-owned property without the need for a town vote, except the use of the Drummer Boy property. The Selectmen, therefore, do not need Town Meeting approval of their "use policy" as it concerns other town-owned property; however, their "use policy" cannot apply to the use of the Drummer Boy property because of the restriction imposed by 1988 Meeting. Therefore, it is my opinion that the Selectmen do not, at this time, have the authority to rule, on a case by case basis, //

ZISSON AND VEARA

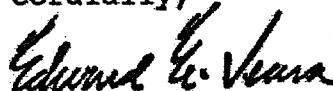
Ms. Douglass  
August 15, 1994  
Page 6

upon the various uses of the Drummer Boy property. Approval of the "use policy" by Town Meeting would not change that fact. M

Your final question concerned the liability and risk exposure represented by the existing structures on the Drummer Boy property. Because the buildings do not comply with the codes governing use of public buildings, the exposure of the Town is great. Because of recent amendments to the Massachusetts Tort Claims Act, towns are no longer immune from tort suits. It is my opinion, therefore, that the Town demolish or remove the buildings or else bring them in conformance with the pertinent codes. I also strongly suggest the Selectmen review the Town's insurance policies to ensure that the structures are afforded full coverage.

This concludes my response to your Request. Should you have any more questions regarding these matters, please do not hesitate to call.

Cordially,



Edward E. Veara  
Town Counsel

STF/ja

cc: Board of Selectmen



Definitions from Black's Law Dictionary  
Special Deluxe Fifth Edition - 1981

(Page 984)

Open Space - Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open spaces.

*Common Open Space* - An open space area within or related to a site designated as a development and designed and intended for the use or enjoyment of residents and owners of the development. Common open space may contain such complimentary structures as are necessary and appropriate for the use of enjoyment of residents and owners of the development.

Structure - Any construction, or any production, or piece of work artificially built up or composed of parts joined together in some definite manner. That which is built or constructed; an edifice or building of any kind.

A combination of materials to form a construction for occupancy, use or ornamentation whether installed on, above, or below the surface of a parcel of land.

**Archived:** Wednesday, April 3, 2024 1:09:08 PM

**From:** [Madeline zevon](#)

**Mail received time:** Wed, 6 Mar 2024 01:21:53

**Sent:** Tuesday, March 5, 2024 8:21:53 PM

**To:** [Ned Chatelain](#)

**Cc:** [Erika Mawn](#) [Betsy Smith](#)

**Subject:** Presentation to Brewster Select Board

**Importance:** Normal

**Sensitivity:** None

**Attachments:**

[Brewster comparison FY2023.xlsx](#) 

---

Dear Mr. Chatelain,

Betsy Smith and I are looking forward to presenting an overview of the Medicare for All Act (H.1239/S.744) to the Brewster Select Board on April 8th at 6pm. We have calculated that the town of Brewster will save a substantial amount of money when these bills are enacted.

I have provided one handout and an informational link that can be copied and distributed to the Board members prior to the presentation.

Thank you for arranging this presentation.

Sincerely Yours,

Madeline Zevon

Cape Cod Coalition for Universal Health Care

**[2023 Campaign Brochure](#)**

Comparison of Current Health Insurance Costs with Single Payer (SP)				
CURRENT HEALTH INSURANCE (HI) COSTS: TOWN AND EMPLOYEES				
Name and Position of Person filling out the form: Lisa Vitale, Treasurer/Collector				
FY 2023 - TOWN OF BREWSTER				
	Green Blocks To Be Filled by TOWN	TOWN data	RESULTS from Formulas	Notes and Formulas
1	Total Annual Budget	\$ 56,843,407		
2	Total Employees	540		full and part-time W-2 employees
3	Total Earnings (payroll)	\$ 20,468,793		
4	Town Health Insurance Cost for Employees with Benefits	\$ 3,248,835		% of town contribution
5	Current Cost of Retired Employee Health Ins. (OPEB health costs)	\$ 631,259		% of town contribution
6	<b>Current Town Health Ins. Costs</b>		<b>\$ 3,880,094</b>	SUM #4 + #5 Current and Retired Employee Insurance Costs
7	Health Insurance as % of Budget		<b>6.8%</b>	#6 / #1 Current Town Health Ins. Costs divided by the Budget
8	Health Insurance as % of Payroll		<b>19%</b>	#6 / #3 Town Health Ins. Costs divided by Current Payroll
<b>Employee Insurance Costs</b>				
9	Employee Cost -Health	\$ 1,096,198		
10	Employee Cost -Dental	\$ 219,215		
11	Employee Cost - Eye	\$ 12,008		
12	<b>Total Cost to Employees for Health Insurance</b>		<b>\$ 1,327,421</b>	#9 + #10 + #11
13	Employees' insurance cost as % of Earnings		<b>6.49%</b>	#12 / #3 Total Employee HI costs divided by total payroll
14	<b>Total insurance costs for town and employees</b>		<b>\$ 5,207,515</b>	#6 + #12
Comparison of Current Costs with Single Payer (SP) Costs in M4All current MA Legislation				
15	SP: payroll minus \$20K		\$ 20,448,793	#3 total payroll minus \$20,000 exemption
16	SP Town cost of health benefits		\$ 1,635,903	8% of Adjusted Payroll: #15 x 8% for 100 or more employees (if less, 7.5%)
17	<b>SP Town total savings</b>		<b>\$ 2,244,191</b>	#6 - #16 Current HI costs minus HI costs under SP
18	\$20,000 exemption from total earnings to each employee:		\$ 10,800,000	For 540 employees
19	SP Employee taxable wages		\$ 9,668,793	Total payroll minus total of all exemptions: #3 - 18
20	SP Employee health benefit cost		\$ 241,720	2.5% of #19 Taxable wages
21	<b>SP Total Employee Savings</b>		<b>\$ 1,085,701</b>	#12 - #20 Current employee HI costs minus Cost under SP
22	<b>SP Average savings per Employee</b>		\$ 2,011	#21/#2 Total savings divided by number of employees
23	<b>Combined Town &amp; Employee Savings under SP</b>		<b>\$ 3,329,892</b>	#17 + #21 Total Town plus Total Employee savings under SP

as percent of budget 0.04

## What's Medicare for All?

The United States is the only country in the developed world that does not guarantee access to health care for residents. A **single-payer**, Medicare for All system would replace our many corporate health insurance companies with a public, universal plan. This proposal exists in the Massachusetts legislature right now:

An Act Establishing  
**Medicare for All** in Massachusetts  
H. 1239, S. 744

## How would we pay for it?

Massachusetts spends more on health care per capita than any other country in the world. Under Medicare for All, money currently spent on profits, marketing, and administration would go to actual health care, and provide \$34 billion of savings in the first year alone.

- Individuals and employers will no longer pay private companies for health care coverage.
- Instead, employees will pay a 2.5% tax. Employers will pay a 7.5% - 8% payroll tax, depending on size.
- Self-employed individuals will pay a 10% tax.
- Unearned income will be taxed at 10%. Retirement income will not be taxed.
- All taxes exclude the first \$20,000.
- 98% of Massachusetts households would spend less on health care under the Act than they do now.

## What's covered under Medicare for All?

- All health care services would be covered, including hospital care, outpatient care, reproductive care including abortion, dental, hearing and long-term care – from cradle to grave.
- No premiums, co-pays, or out-of-pocket costs.
- Every Massachusetts resident would be enrolled - regardless of employment, citizenship status, age, or income.

## TAKE ACTION

- **Contact your state legislators;** ask them to support House bill 1239 or Senate bill 744
- **Contact your members of Congress;** ask them to support H.R. 1976
- **Volunteer** to help organize your community
- **Donate** to support our staff and campaign

## JOIN US

SCAN TO SIGN UP:

[info@masscare.org](mailto:info@masscare.org)

[www.masscare.org](http://www.masscare.org)



# The Massachusetts Medicare For All Act

## H.1239/S.744



## The Massachusetts Health Care Crisis

41% of Massachusetts families struggle to afford health care – despite the fact that nearly everyone in the state has health insurance.

The consequences of our broken health care system are real. In Massachusetts, 9% of all deaths could be prevented by timely medical care. Black residents are more likely to die this way.

The problem is getting worse. Health care costs are rising much faster than inflation, and employers are rapidly shifting the burden onto their workers; the average employee in Mass paid \$3,194 per year in premiums and deductibles – just to cover themselves. Employees covering families paid on average \$10,649 per year.

Health insurance companies continue to report record profits, while patients make difficult choices to go either without care or into debt: the leading cause of bankruptcy in Massachusetts is medical debt. \* data from the 2021 MA Health Policy Commission Report

**Of all the forms of inequality, injustice in health care is the most shocking and inhumane.**

*Rev. Dr. Martin Luther King, Jr.*

## Medicare for All = More Choice

Unlike the restrictive provider networks that health insurance companies impose on us today, the Medicare for All Act would allow you to see the doctor you want and go to the facility of your choice.

With Medicare for All, health insurance would no longer be linked to your job. Workers would be free to change jobs they don't like, start their own business, or simply retire early.

Fair, progressive taxation means more money in the pockets of low and middle-income people. In our private health care system, many of us are just one major medical bill away from financial disaster.

Local and state budgets would also benefit. Essential public services, including for education and transportation, are constantly slashed to pay for rising health care costs.



*"Uh-oh, your coverage doesn't seem to include illness."*

**SENIORS** will receive more benefits than currently offered by Medicare. The Massachusetts Medicare for All bill includes coverage for dental, vision, hearing aids and long-term care, and eliminates out-of-pocket costs.

**SMALL BUSINESS** will better compete with larger firms; a fairer payroll tax replaces the burden of providing full health care benefits for employees.

**CITIES / TOWNS** will see huge savings on local government employees' and retirees' health insurance. It will end the cycle of cities and towns slashing programs because health care costs rise faster than limited tax revenue.

**UNIONS** can focus bargaining on better pay, conditions, and benefits with health insurance off the table. Striking workers won't worry about their insurance being taken away.



**Archived:** Thursday, April 4, 2024 4:34:48 PM

**From:** [DOR DLS Community Compact](#)

**Sent:** Friday, March 29, 2024 9:35:09 AM

**To:** [DOR DLS Community Compact](#)

**Cc:** [Cronin, Sean R. \(DOR\)](#)

**Subject:** FY24 Community Compact Efficiency & Regionalization (E&R) Grant

**Importance:** Normal

**Sensitivity:** None

---

Thank you for applying for a Community Compact Efficiency & Regionalization (E&R) Grant. The competition for the \$600,000 of available funding was intense, with 38 applications totaling \$4.3 million. Although we were not able to provide a grant to your community this year, we anticipate offering this grant program again in fiscal year 2025. All eligible communities will be notified directly when the fiscal year 2025 application phase opens. We thank you for taking the time to apply for this grant program.

Sincerely,

Jennifer McAllister  
Division of Local Services  
Massachusetts Department of Revenue

Subscribe to: [DLS Alerts](#) | [DLS YouTube Channel](#)

---

This email and any attachments may contain information that has been classified as Confidential or Restricted if indicated as such. It is intended exclusively for the use of the individual(s) to whom it is addressed. If inappropriately disclosed, this information could seriously damage the mission, safety or integrity of an agency, its staff, or its constituents. This information may be protected by federal and state laws or regulations. Retransmission or forwarding of this email must only be done after receiving explicit written approval from the original sender of the email. The data must only be stored in encrypted format.

If you are not the intended recipient, you may not use, copy, distribute, or forward this message or contents to anyone. If you have received this email in error, please notify the sender immediately and delete the email from your email system.

## **Efficiency & Regionalization Grant – Nauset Elementary Schools (Feb 2024)**

*Purpose - describe the proposed project, including purpose of the grant request, project objectives, and the challenge(s) this project would address:*

The Nauset Regional Public School District serves four (4) member towns on the Lower & Outer Cape: Brewster, Orleans, Eastham, and Wellfleet. The District is currently comprised of a fully regionalized middle school (Grades 6-8) and high school (Grades 9-12) as well as four (4) separate elementary school districts – one for each member town. Each elementary district develops its own budget, and each is governed by their own respective Elementary School Committee. The Nauset Regional School Central office staff provide administrative support to the 4 elementary districts and the regional district. Orleans, Eastham, and Wellfleet each have a single elementary school. Brewster has two elementary schools (Grades PK-2 & Grades 3-5). Although the District administers a Pre-K program in Brewster & Eastham, there is generally limited coordination or sharing of services/resources across the elementary schools.

Total current elementary school enrollment in all four towns is approximately 850 students (PK-5). In 2000, it was over 1400. Over this same time frame, student enrollment at the middle school is down from about 800 students to less than 500. Overall enrollment in the district has decreased by more than 50% in the past 20 years. Pre-pandemic trend data indicated that enrollment is expected to continue to decline. Since the pandemic, the cost of housing in the Lower & Outer Cape has increased exponentially (at least 30%), further exacerbating the ability of young families to live in or move to our communities and heightening challenges with retaining and hiring qualified staff. At the same time, in recent years, various budgetary pressures have increased school operating expenses, leading to numerous operating overrides in the member towns to help fund school budgets. Annual operating overrides to support school expenses that exceed available levy capacity are not sustainable long-term.

In addition, the Towns of Orleans and Brewster both need to make decisions about significant capital investments to upgrade their elementary schools in the near future. Based on a 2023 report, the Orleans Elementary School requires at least \$44M in upgrades to their facilities to bring them up to code. A new building is expected to cost up to \$55M. Current enrollment in Orleans (K-5) is approximately 140 students. Per DESE standards, new schools must be designed to accommodate a minimum of 240 students. The Stony Brook Elementary School (PK-2) in Brewster is facing \$13+M in needed improvements to its roof and HVAC system. Funding for a similar study for that facility has been approved and we expect the cost to bring that facility up to code will be comparable to the findings in Orleans. These decisions are complicated by the fact that each of the elementary schools are currently not fully utilizing their facilities.

This pre-feasibility study seeks to gather and analyze data for the elementary schools in all four towns regarding operating expenses, staffing levels, student-to-teacher ratios, enrollment trends, facility utilization, physical building conditions, anticipated capital expenditures, and student transportation systems to identify potential efficiencies across the schools and help inform future decision about opportunities to reduce elementary school capital and operating expenses while maintaining the district's high educational standards. This grant would also help assemble and account for similar data for the middle school, which is facing comparable challenges in terms of managing operating expenses, declining enrollments, and looming capital needs to better understand the extent to which greater efficiencies could be gained across the entire district. This project seeks to identify and explore financially sustainable educational service models and targeted capital investments that meet each community's expectations.

*Benefits - identify project benefits including efficiencies, cost savings, enhanced service delivery, and/or improved public access to local government services:*

Our elementary school budgets are increasing at unsustainable levels, particularly in the face of consistently declining enrollment across the district. Facility use is currently not optimized. In Brewster, these space utilization considerations were expressly identified in a 2021 Consolidation Feasibility Report (see attached). The four towns would benefit from having similar data for the other three elementary schools in Orleans, Eastham, and Wellfleet, as well as updating and expanding analysis of Brewster school data. Potential benefits of some form of regionalization or consolidation across the elementary schools include:

- Reducing operating expenses while maintaining high educational standards
- Maximizing space utilization and avoiding duplication of major capital investments in aging facilities
- Leveraging economies of scale in delivering educational programs and support services
- Streamlining administration and governance of five relatively small elementary schools

*Cost Impact and Sustainability Plan - identify any new costs that will be incurred and how the costs will be paid for or offset, including ongoing operational costs. Describe how this new initiative will be self-sustaining within one year and financially viable for the long-term:*

Funding from this grant will cover the costs of consultant services to:

- Provide a comprehensive physical and educational assessment of the five (5) elementary school buildings related to short- and long-range facilities planning, capacity determinations, space requirements that are influenced by our educational programs, and adequacy of the facilities



- Gather and analyze key data and metrics regarding operating expenses, staffing levels, student-to-teacher ratios, enrollment trends, instructional practices, programmatic needs, facility utilization, physical building conditions, technology infrastructure, anticipated capital expenditures, and student transportation systems for all five elementary schools
- Identify potential opportunities to gain or maximize efficiencies in these areas across the elementary schools
- Broadly examine advantages and challenges to some forms of consolidation and/or regionalization across the elementary schools
- Produce a clear and concise report on their findings and deliver a presentation to Town and School leaders in the four-member communities

*Measures of Success - what defines success for this project? Describe how the success of the project will be evaluated. Include expected measurable improvements in service delivery or efficiency:*

Recognizing the challenges we are facing, the Elementary School Committees and Select Boards in Brewster, Orleans, Eastham, and Wellfleet have all indicated their support for undertaking this study. The Nauset Regional School Committee assented to including the middle school in this project as well. The project would be successful if these respective Boards and Committees utilize its findings to inform future decision making about whether to further explore efficiencies, consolidation, and/or regionalization of the elementary schools, and account for the report in decision making around major upcoming capital improvements, particularly for the elementary schools in Brewster and Orleans. If data in certain areas identified in the report look promising in terms of opportunities for gaining efficiencies and/or some form of regionalization, more intensive study of those scenarios would occur either through subsequent grant funding or through direct local appropriations. If there is clear consensus regarding the benefits of implementing certain findings from the report, those could be undertaken in the near term.

*Project Budget - provide a detailed and realistic project budget estimate. Include breakdown of amount requested by activity/task:*

We are seeking \$200,000 in grant funding to hire a consultant to assemble and analyze data, develop a report, and present their findings. The Brewster School Consolidation Report from 2021 examined two elementary schools and had a similar but narrower scope of work, and it cost approximately \$45,000.

*Project Timeline - provide a timeline for the proposed project. Note projects must be completed within 18 months of the award date.*

Once grant funding is awarded:

- Develop and issue a Request for Proposals for consultant services (Months 1-2)
- Review RFP responses and award/execute contract (Month 3)
- Hold kick-off meeting with selected consultant & gather input from Town & School administration (Month 4)
- Provide data to consultant (Months 5-7)
- Develop draft report (Months 8-11)
- Review draft report with Town & School administration (Month 11)
- Finalize & deliver report (Months 12-13)
- Present findings to Select Boards & School Committees (Month 14-15)

# ***Town of Brewster***



## ***ANNUAL TOWN MEETING***

### ***WARRANT***

*for*

**May 11, 2024**

*at*

***1:00 PM***

**STONY BROOK ELEMENTARY SCHOOL  
384 UNDERPASS ROAD**

Please bring this copy of the warrant to Town Meeting  
Large print copies of the warrant are available at the Brewster Town Offices

## INFORMATION FOR MAY 11, 2024

### ANNUAL TOWN MEETING

#### **Services Available to the Public During Town Meeting**

##### **TRANSPORTATION:**

The Council on Aging offers rides to and/or from Town Meeting. For information or to schedule a ride to and/or from Town Meeting please call the Council on Aging at 508-896-2737 by noon on Wednesday, May 8<sup>th</sup>.

##### **CHILD CARE SERVICES:**

Nauset Youth Alliance provides free childcare services for children ages 5 – 14 in the Stony Brook School Art Room during Town Meeting. If you would like to take advantage of this service, please call or email the NYA before 4pm on Wednesday, May 8<sup>th</sup>; 508-896-7900 or [drost@nausetyouthalliance.org](mailto:drost@nausetyouthalliance.org)

##### **FOOD & BEVERAGES:**

Nauset Youth Alliance provides food and beverages for purchase during Town Meeting. Items include sandwiches, chips, desserts, water, coffee, tea, and juice. These refreshments are generously provided by Ocean Edge Resort.



**TOWN OF BREWSTER  
ANNUAL TOWN MEETING WARRANT  
May 11, 2024**

**TABLE OF CONTENTS**

<b>A</b>	<b>INDEX</b>		<b>2</b>
<b>B</b>	<b>INFORMATION &amp; MODERATOR'S STATEMENT FOR VOTERS</b>		<b>4</b>
<b>C</b>	<b>FINANCE COMMITTEE REPORT</b>		
<b>D</b>	<b>TAX RATE INFORMATION</b>		
<b>E</b>	<b>CAPITAL PROJECTS REPORT</b>		
<b>F</b>	<b>HEALTH &amp; HUMAN SERVICES REPORT</b>		
<b>G</b>	<b>2024 ANNUAL TOWN MEETING WARRANT ARTICLES</b>		
<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>SPONSOR</b>	<b>PAGE</b>
1	Outstanding Obligations	Select Board	
2	Budgetary Transfers	Select Board	
3	Cape Cod Regional Technical High School Budget	Cape Cod Technical School Committee	
4	Elementary Schools Budget	Brewster Elementary School Committee	
5	Elementary Schools Operating Override	Brewster Elementary School Committee	
6	Nauset Regional Schools Budget	Nauset Regional School Committee	
7	Town Operating Budget	Select Board	
8	Water Department Enterprise Fund Operating Budget	Select Board	
9	Golf Department Enterprise Fund Operating Budget	Select Board	
10	Community Preservation Act Funding	Community Preservation Committee	
11	Community Preservation Act Land Acquisition: 3571 Main Street	Community Preservation Committee	
12	Capital & Special Projects Expenditures	Select Board	

13	Overlay Appropriation: Preschool Family Support Pilot Program	Select Board	
14	Special Revenue Fund: Cable Franchise Fee	Select Board	
15	Recreation Revolving Fund	Select Board	
16	Adoption of Local Option - Massachusetts General Law Ch. 59, Sec. 5K: Senior Tax Work-off Designee	Select Board	
17	Adoption of Local Option - Massachusetts General Law Ch. 59, Sec. 5N: Veterans Tax Work-off Designee	Select Board	
18	Sea Camps Comprehensive Plan: Bay Property (3057 Main Street)	Select Board	
19	Sea Camps Comprehensive Plan: Pond Property (500 W.B. Besse Cartway)	Select Board	
20	Temporary Easements: Millstone Road Improvement Project	Select Board	
21	Private Road Betterment: Vesper Pond Neighborhood	Select Board	
22	Drummer Boy Park Advisory Committee Report	Select Board	
23	Citizens Petition: Short-Term Rental Registration General Bylaw	Citizens Petition	
24	Citizens Petition: Short-Term Rental Restrictions General Bylaw	Citizens Petition	
<b>J</b>	<b>TOWN MODERATOR'S RULES</b>		
<b>K</b>	<b>GLOSSARY OF FINANCIAL TERMS</b>		

## TOWN OF BREWSTER ANNUAL TOWN MEETING MAY 11, 2024

Barnstable, ss

To: Roland W. Bassett, Jr. Constable of the Town of Brewster

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and inform the Town of Brewster inhabitants qualified to vote in Town affairs to meet in the Cafetorium at the Stony Brook Elementary School, 384 Underpass Road, on **Saturday, May 11, 2024**, next, at 1 p.m. o'clock in the afternoon, then and there to act upon the following articles:

### OUTSTANDING OBLIGATIONS

**ARTICLE NO. 1:** To see what sums the Town will vote to appropriate from available funds for the payment of unpaid obligations from previous fiscal years, including any bills now on overdraft:

	<i>Department</i>	<i>Outstanding Obligations</i>	<i>Amount</i>
a.	Golf Department	Columbia Laboratories	\$615.00
		<b>Total</b>	<b>\$615.00</b>

or to take any other action relative thereto.

(Select Board)

(Nine-tenths Vote Required)

### COMMENT

This article will authorize the payment of outstanding bills from a previous fiscal year. According to Massachusetts General Laws, a Town cannot pay a bill from a previous fiscal year with the current year's appropriation. Therefore, Town Meeting authorization is required.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

### BUDGETARY TRANSFERS

**ARTICLE NO. 2:** To see what sums the Town will vote to transfer into various line items of the Fiscal Year 2024 General Fund operating budget from other line items of said budget and from other available funds:

	<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
a.	Ambulance Receipts	Fire Department Overtime	\$150,000
		<b>Total</b>	<b>\$150,000</b>

or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article would authorize the transfer of surplus funds from certain departments' budgets and/or accounts and Free Cash for Fiscal Year 2024 to other accounts which are experiencing unanticipated shortfalls and/or require additional funding for new programs and/or initiatives. The following is a brief review of these requests:

a. This sum is required to cover additional Fire Department personnel expenses stemming from employee turnover and necessary increases in minimum staffing levels. The Ambulance Receipts account has a current balance of just over \$2M.

**Select Board: Yes 0, No 0, Abs 0      Finance Committee: Yes 8, No 0, Abs 0**

**CAPE COD REGIONAL TECHNICAL HIGH SCHOOL OPERATING BUDGET**

**ARTICLE NO. 3:** To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray Cape Cod Regional Technical High School charges and expenses for the Fiscal Year ending June 30, 2025, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2023</u>	<u>APPROPRIATED FY2024</u>	<u>REQUESTED FY2025</u>
CAPE COD TECH ASSESSMENT	963,235	992,867	1,025,821
DEBT ASSESSMENT	549,461	471,498	441,653
TOTAL ASSESSMENT	1,512,696	1,464,365	1,467,474

or to take any other action relative thereto.

(Cape Cod Technical School Committee)

(Majority Vote Required)

COMMENT

This article will provide funding for the Fiscal Year 2025 budget for the Cape Cod Regional Technical High School District. This district consists of the Towns of Barnstable, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet and Yarmouth. The overall district-wide budget has increased by 4.38% over Fiscal Year 2024. District-wide enrollment has slightly decreased from 664 students to 662 students, while Brewster's enrollment has decreased from 53 to 51 students for this same period. Brewster's operating assessment has increased by a sum of \$32,954, or 3.3%, over Fiscal Year 2024. Brewster's debt assessment has decreased by \$29,845, or -6.3%, based on the level principal debt schedule for the Cape Cod Tech School.

**Select Board: Yes 5, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**



**ELEMENTARY SCHOOLS BUDGET**

**ARTICLE NO. 4:** To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray the Elementary Schools’ charges and expenses, for the Fiscal Year ending June 30, 2025, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2023</u>	<u>APPROPRIATED FY2024</u>	<u>REQUESTED FY2025</u>
ELEMENTARY SCHOOL BUDGET	8,191,674	8,474,932	9,187,442
SCHOOL FRINGE BENEFITS	2,114,070	2,280,746	2,531,631
TOTAL ELEMENTARY SCHOOL BUDGET (ARTICLE 4)	10,305,744	10,755,678	11,719,073
ELEMENTARY SCHOOL BUDGET OVERRIDE (ARTICLE 5)	0	316,878	758,091
TOTAL ELEMENTARY SCHOOL BUDGET (ARTICLES 4 + 5)	10,305,744	11,072,556	12,477,164

or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

**COMMENT**

This article provides partial funding for the Fiscal Year 2025 operating budget for the Stony Brook and Eddy Elementary Schools. The Fiscal Year 2025 budget request for the Elementary Schools, as approved by the Brewster School Committee, is \$9,187,442, a \$1,153,722 or 13.1% increase over Fiscal Year 2024 operating expenses. The Town’s total elementary school assessment is increasing by 12.6% when the schools’ proportionate shares of fringe benefits expenses is applied. This article will fund the portion of the Elementary Schools’ Fiscal Year 2025 budget that can be raised and appropriated within the Town’s current levy limit, a 4.5% increase in their operating budget. Approval of supplemental funding in Article 5 and at the local ballot on May 28, 2024 is required to fully fund the \$758,091 balance of the FY25 Elementary School budget to match the amounts voted by the Brewster School Committee.

**Select Board: Yes 3, No 2, Abs 0**

**Finance Committee:**

**Yes 7, No 1, Abs 0**

**ELEMENTARY SCHOOLS OPERATING OVERRIDE**

**ARTICLE NO. 5:** To see if the Town will vote to raise and appropriate the sum of \$758,091 to defray the Elementary Schools' charges and expenses, for the Fiscal Year ending June 30, 2025, provided however that such appropriation shall be expressly contingent upon approval by the Town at a Regular or Special Election to authorize such sums to be raised outside the limits of General Laws Chapter 59 Section 21C, paragraphs (g) and (m) (Proposition 2½ so called), or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

**COMMENT**

This article will provide the balance of funding needed for the Fiscal Year 2025 operational budget for the Stony Brook and Eddy Elementary Schools. This appropriation is subject to approval of a Proposition 2 ½ override question on the May 28, 2024 local election ballot.

**Select Board: Yes 3, No 2, Abs 0**

**Finance Committee:**

**Yes 5, No 3, Abs 0**

**NAUSET REGIONAL SCHOOLS OPERATING BUDGET**

**ARTICLE NO. 6:** To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray the Nauset Regional School District charges and expenses for the Fiscal Year ending June 30, 2025, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2023</u>	<u>APPROPRIATED FY2024</u>	<u>REQUESTED FY2025</u>
NAUSET OPERATING ASSESSMENT	12,222,619	12,711,524	13,526,296
NAUSET DEBT ASSESSMENT	139,228	2,194,957	3,492,908
TOTAL NAUSET ASSESSMENT (ARTICLE 6)	12,361,847	14,906,481	17,019,204
NAUSET OVERRIDE	0	647,720	0
TOTAL NAUSET ASSESSMENT	12,361,847	15,554,201	17,019,204

or to take any other action relative thereto.

(Nauset Regional School Committee)

(Majority Vote Required)

COMMENT

This article provides funding for the Fiscal Year 2025 budget for the Nauset Regional School District. The overall operating budget for the Nauset Regional Schools, as approved by the Nauset Regional School Committee, is \$29,243,858, a \$1,479,864 or 5.3% increase over Fiscal Year 2024 operating expenses. Brewster’s share of the Nauset Schools budget is \$13,526,296. Brewster’s proportionate share of total student enrollment has decreased from 48.1% in Fiscal Year 2024 to 46.4% in Fiscal Year 2025. Brewster’s FY25 Nauset debt assessment is increasing by \$1,297,591 to \$3,492,907 in anticipation of long-term excluded debt for the high school project being issued this year. This new amount should reflect the full tax impacts of this project on residents, which will continue at these levels until the debt is fully retired in 25 years.

**Select Board: Yes 3, No 2, Abs 0      Finance Committee: Yes 1, No 7, Abs 0**

TOWN OPERATING BUDGET

**ARTICLE NO. 7:** To see what sums the Town will vote to raise and appropriate, transfer from available funds, or borrow pursuant to any applicable statute, for the purposes of supporting the offices, departments, boards, and commissions of the Town of Brewster for Fiscal Year 2025, including authorization for lease purchases of up to five years, as follows:

	<b>EXPENDED</b>	<b>APPROPRIATED</b>	<b>REQUESTED</b>
<b>DEPARTMENT</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
<b><u>GENERAL GOVERNMENT</u></b>			
Finance Committee	19,329	105,500	105,500
Assessors	146,594	161,716	175,464
Accounting	240,171	258,426	276,889
Treasurer/ Collector	333,755	367,127	388,608
Information Technology	405,368	438,384	459,000
Legal	82,982	172,026	135,300
Moderator	300	300	300
Planning	206,045	218,325	237,312
Select Board / Town Administration	537,071	613,872	664,687
Human Resources	150,887	175,766	196,636
Town Clerk	232,527	254,921	275,930
Public Buildings	278,830	295,125	360,077
<b><u>SUBTOTAL GENERAL GOVERNMENT</u></b>	<b>2,633,859</b>	<b>3,061,488</b>	<b>3,275,703</b>

	<b>EXPENDED</b>	<b>APPROPRIATED</b>	<b>REQUESTED</b>
<b><u>DEPARTMENT</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
<b><u>PUBLIC SAFETY</u></b>			
Building Department	392,540	431,967	466,334
Fire Department	3,130,647	3,273,347	3,403,173
Emergency Management	0	2,500	2,500
Natural Resources	460,763	515,732	546,710
Police Department	2,991,215	3,101,642	3,425,671
Sealer of Weights & Measures	9,691	9,934	10,234
<b><u>SUBTOTAL PUBLIC SAFETY</u></b>	<b>6,984,856</b>	<b>7,335,122</b>	<b>7,854,622</b>
<b><u>PUBLIC WORKS</u></b>			
Public Works	2,017,822	2,280,016	2,521,255
Snow & Ice Removal	83,870	173,410	178,616
Streetlights	2,627	5,515	5,515
<b><u>SUBTOTAL PUBLIC WORKS</u></b>	<b>2,104,319</b>	<b>2,458,941</b>	<b>2,705,386</b>
<b><u>HUMAN SERVICES</u></b>			
Council on Aging	375,475	392,572	433,401
Board of Health	257,837	315,248	337,437
Veteran's Services	82,140	101,693	106,205
Public Assistance	136,950	146,070	159,481
<b><u>SUBTOTAL HUMAN SERVICES</u></b>	<b>852,402</b>	<b>955,583</b>	<b>1,036,524</b>
<b><u>CULTURE &amp; RECREATION</u></b>			
Brewster Ladies Library	711,558	765,424	825,586
Recreation	223,912	254,337	300,041
Parades & Events	0	1,500	5,000
<b><u>SUBTOTAL CULTURE &amp; RECREATION</u></b>	<b>935,470</b>	<b>1,021,261</b>	<b>1,130,627</b>



	<b>EXPENDED</b>	<b>APPROPRIATED</b>	<b>REQUESTED</b>
<b>DEPARTMENT</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
<b><u>DEBT SERVICE</u></b>			
Principal & Interest	3,312,197	2,957,645	2,855,581
<b><u>SUBTOTAL DEBT SERVICE</u></b>	<b>3,312,197</b>	<b>2,957,645</b>	<b>2,855,581</b>
<b><u>INSURANCE, UTILITIES &amp; FRINGE BENEFITS</u></b>			
General Insurance	434,960	561,201	589,264
Utilities	495,726	538,784	629,113
Fringe Benefits	4,154,606	5,169,307	5,149,166
<b><u>SUBTOTAL INSURANCE &amp; FRINGE</u></b>	<b>5,085,292</b>	<b>6,269,292</b>	<b>6,367,543</b>
<b><u>OTHER OPERATING EXPENSES &amp; ASSESSMENTS</u></b>			
Assessments	29,271	31,467	33,891
Alewives	3,300	4,350	4,350
Local Service Funding	40,000	48,000	50,500
Transfer to Capital Stabilization	187,500	250,000	262,500
Transfer to General Stabilization	0	0	0
Transfer to Housing Trust	375,000	500,000	525,000
Transfer to OPEB Trust	267,000	267,000	264,000
Transfer to Brewster Elementary Schools SPED Stabilization	100,000	0	0
Transfer to Water Quality Capital Stabilization	112,500	150,000	157,500
<b><u>SUBTOTAL OTHER OPERATING EXPENSE &amp; ASSESSMENTS</u></b>	<b>1,114,571</b>	<b>1,250,817</b>	<b>1,297,741</b>
<b><u>GRAND TOTAL OF GENERAL FUND OPERATING BUDGETS</u></b>	<b>23,022,966</b>	<b>25,310,149</b>	<b>26,523,727</b>

or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will provide funding for the Fiscal Year 2025 operational budget for the Town boards, committees, and departments. The Town's operational budget, as presented in this article, has increased by 5.3%. Much more information can be found on the Town's online budget & finance page at <https://stories.opengov.com/brewsterma/published/WLv2YNJWU>.

Please note the following details on several of the budget line items listed above: Public Assistance includes funding for Health & Human Service organizations and fuel assistance. Assessments include funding for the Pleasant Bay Alliance, Greenhead Fly, and Historic District. Local Services includes funding for the Chamber of Commerce, Town Band, Cultural Council, Skipping Program, and Millsites.

**Select Board: Yes 0, No 0, Abs 0**      **Finance Committee: Yes 8, No 0, Abs 0**

**WATER DEPARTMENT ENTERPRISE FUND OPERATING BUDGET**

**ARTICLE NO. 8:** To see if the Town will vote, in accordance with General Law Chapter 44 Section 53F1/2, to appropriate from Water Department receipts, transfer from available funds or otherwise fund the sum of **TWO MILLION NINE HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED FORTY FOUR DOLLARS (\$2,986,144)** for Fiscal Year 2025 costs associated with the operation of the Water Department including, but not limited to acquiring professional services and equipment, personnel and maintaining facilities and operations, including authorization for lease purchases of up to five years; all expenditures to be made by the Water Department, subject to the approval of the Town Manager, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

In accordance with Massachusetts General Laws Chapter 44, Section 53F1/2, receipts from Water Department related activities are used to directly offset Water Department related expenditures including capital and infrastructure costs. Voting a spending amount within the Water Department Enterprise Fund allows receipts and related expenditures to be recorded in one fund. The Water Department's operating budget, as presented in this article, has increased by 2.7%. Water Department expenses are fully covered by user fees.

**Select Board: Yes 4, No 0, Abs 0**      **Finance Committee: Yes 7, No 0, Abs 0**

**GOLF DEPARTMENT ENTERPRISE FUND OPERATING BUDGET**

**ARTICLE NO. 9:** To see if the Town will vote to appropriate from the Golf Fund, in accordance with General Law Chapter 40 Section 5F, the sum of **FOUR MILLION SIX HUNDRED AND SIX THOUSAND TWO HUNDRED THIRTY THREE DOLLARS (\$4,606,233)** for Fiscal Year 2025 costs

associated with Golf Department related expenses including, but not limited to acquiring professional services and equipment, personnel and maintaining facilities and operations, including authorization for lease purchases of up to five years; all expenditures to be made by the Golf Department, subject to the approval of the Town Manager, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

In accordance with Massachusetts General Laws Chapter 44, Section 53F½, receipts from Golf Department related activities are used to directly offset Golf Department related expenditures, including some capital and infrastructure costs. Voting a spending amount within the Golf Department Enterprise Fund allows receipts and related expenditures to be recorded in one fund. The Golf Department’s operating budget, as presented in this article, has increased by 4.9%. Golf Department expenses are fully covered by user fees.

**Select Board: Yes 4, No 0, Abs 0**

**Finance Committee: Yes 7, No 0, Abs 0**

COMMUNITY PRESERVATION ACT FUNDING

**ARTICLE NO. 10:** To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2025 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year, with each item considered a separate appropriation to be spent by the Community Preservation Committee, all as set forth below:

FY25 Estimated Revenues

a. Estimated FY25 tax surcharge	\$1,254,583
b. Estimated FY25 state contribution (20%)	<u>\$ 250,857</u>
c. FY25 Estimated Total:	\$1,505,140

FY25 Appropriations and Allocations

a. Historic Preservation Reserve appropriation	(10%)	\$ 150,514
b. Community Housing Reserve appropriation	(10%)	\$ 150,514
c. Open Space/Recreation Reserve appropriation	(10%)	\$ 150,514
d. Budgeted Reserve	(65%)	\$ 978,341
e. Administrative Expense (Budgeted Reserve)	( 5%)	\$ 75,257
f. Designated Reserves for Open Space		\$ 32,094
g. Undesignated Fund Balance		<u>\$ 102,089</u>
h. Total		\$1,639,323

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
<b>1</b>	<b>Historic Preservation</b>			
	a. Designated Reserves for Historic Preservation	Transfer to reserve from estimated annual revenues in accordance with MGL Ch. 44B Sec. 6	Fiscal Year 2025 CPA estimated annual revenues	\$150,514
	<b>Sub-total</b>			<b>\$150,514</b>
<b>2</b>	<b>Community Housing</b>			
	a. Designated Reserves for Housing	Transfer to reserve from estimated annual revenues in accordance with MGL Ch. 44B Sec. 6	Fiscal Year 2025 CPA estimated annual revenues	\$150,514
	<b>Sub-total</b>			<b>\$150,514</b>
<b>3</b>	<b>Open Space</b>			
	a. Community Preservation Bonded Debt Service	Payment of debt principal and interest for the BBJ Property, & Bates Property bonds	\$150,514 from Fiscal Year 2025 CPA estimated annual revenues and \$32,094 from Designated Reserves for Open Space	\$182,608
	<b>Sub-total</b>			<b>\$182,608</b>
<b>4</b>	<b>Budgeted Reserve</b>			
	a. Administration Expense	Administration and operating expenses for Community Preservation Committee	Fiscal Year 2025 CPA estimated annual revenues	\$75,257
	b. Designated for Budgeted Reserve	Transfer to reserve from estimated annual revenues in accordance with MGL Ch. 44B Sec. 6	Fiscal Year 2025 CPA estimated annual revenues	\$978,341
	<b>Sub-total</b>			<b>\$1,053,598</b>
<b>5</b>	<b>Undesignated Fund Balance</b>			
	a. Community Development Partnership (CDP)	2 Years of funding for Cape Housing Institute	Undesignated Balance CPA Reserves	\$20,000
	b. Town of Brewster Administration-Housing Coordinator	Payroll and operating costs for Housing Coordinator position to assist public with affordable housing program	Undesignated Balance CPA Reserves	\$74,589



	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
	c. Nauset Together We Can Prevention Council, Inc.	Renovations to Finch Skateboard Park in Orleans	Undesignated Balance CPA Reserves	\$7,500
	<b>Sub-total</b>			<b>\$102,089</b>
	<b>Grand Total</b>			<b>\$1,639,323</b>

For Fiscal Year 2025 Community Preservation purposes, each item is considered a separate appropriation to be spent by the Community Preservation Committee; provided however, that the above expenditures may be conditional on the grant or acceptance of appropriate historic preservation restrictions for historic resources, open space restrictions for open space reserves, and housing restrictions for community housing, running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures, meeting the requirements of G.L. c.184 and G.L. c.44B, Section 12, and to authorize the Select Board to convey or accept such restrictions; And further, any revenues received in excess of the estimated receipts are transferred to their respective reserve fund balance(s) for future appropriation using the allocation formula of 10% Open Space/Recreation, 10% Housing, 10% Historical, and 70% for Budgeted Reserve for CPA. Or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

COMMENT

In May of 2005, Brewster voters approved a ballot question which allowed for the adoption of the modified Community Preservation Act (CPA). The act appropriates a 3% surcharge on the Town’s real estate tax revenues, which are reserved in a special fund in order to finance projects and programs for the purposes of preservation of open space, recreation, community housing, and historic preservation. Brewster is also eligible to receive up to 100% in matching funds from the State, although we anticipate a reduced reimbursement rate from the State for Fiscal Year 2025, which is projected at 20%. In Fall 2022, Brewster adopted, through a local bylaw, a distribution schedule for the annual CPA funds beginning in FY24 as follows: 10% of the funds for open space and recreation, 10% for community housing, 10% for historic preservation, and the 70% undesignated reserve balance is available for any CPA eligible project. The 2022 bylaw also established a non-binding 2023-2027 Target Allocation Policy as follows: 30% for Open Space, 30% for community housing, 10% historic preservation, 10% recreation, and 20% for any CPA eligible project.

At the beginning of FY24, Reserve balances were as follows:

Historic Preservation	\$ 460,039
Affordable Housing	\$ 302,973
Open Space and Recreation	\$1,971,368
Undesignated Reserve	\$1,174,593

**1. Historic Preservation:**

**a. Designated Reserves for Historic Preservation** – This item transfers money from FY25 estimated annual revenues to the Historic Preservation reserve for future appropriation to meet the minimum 10% statutory allocation.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**2. Community Housing:**

**a. Designated Reserves for Community Housing** – This item transfers money from FY25 estimated annual revenues to the Community Housing reserve for future appropriation to meet the minimum 10% statutory allocation.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**3. Open Space:**

**a. Community Preservation Bonded Debt Service** – This item pays for the \$182,608 in FY 2025 principal and interest on 3 CPA (BBJ 1 and 2 and Bates) open space acquisitions that were financed via long-term bonding.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**4. Reserves for Community Preservation:**

**a. Administrative Expense** – This item will fund the costs associated with general administrative and operating expenses, including but not limited to legal and other professional consulting services, related to carrying out the operations of the Community Preservation Committee. The Community Preservation Act allows up to 5% of expected annual revenues for this purpose.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**b. Designated for Budgeted Reserve** – This item transfers money from FY25 estimated annual revenues to the Budgeted Reserve for future appropriation to meet the minimum statutory allocation.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**5. Undesignated Balance/CPA Reserves:**

**a. Community Development Partnership (CDP) – Lower Cape Housing Institute:** The CDP’s Lower Cape Housing Institute is one of three components of Lower Cape Community Housing Partnership (LCCHP). The LCCHP harnesses the urgency to address the deepening housing crisis by providing opportunities for business owners, low-moderate income households, historically marginalized communities and year-round residents to advocate for housing production and

related policies at annual town meetings. Since 2017, the CDP has offered an annual Lower Cape Housing Institute (LCHI) to educate at least 40 local elected and appointed officials per year from the eight towns on the Lower Cape including the Town of Brewster. Over the past six years, 306 Lower and Outer Cape individuals have attended the LCHI, including 45 from Brewster. Through quality training, peer-to-peer learning, and technical assistance, the LCHI builds municipal capacity to address the housing needs of Brewster residents. Brewster voters have supported funding for LCHI since its inception. This item will fund years 8 & 9 of the LCHI.

Total project cost: \$652,337      Funding requested: \$20,000      CPC vote: 7-0-0

**Select Board:    Yes 4, No 0, Abs 0      Finance Committee:    Yes 7, No 0, Abs 0**

**b. Town of Brewster – Housing Coordinator:** This item will fund the Housing Coordinator position. The Community Preservation Committee has supported the Housing Coordinator position since 2017. The hiring of a Housing Coordinator was identified as a key strategy in the first Brewster Housing Production Plan. The Housing Coordinator holds hours for the public weekly, supports multiple town committees, including the Housing Trust and Housing Partnership, and works with regional housing agencies and organizations in town to promote housing choice. The Housing Coordinator is an integral part of the Town housing efforts, outlined in both the Town Vision Plan and the Select Board Strategic Plan. The Housing Coordinator helps to acquire, create, preserve, and support community housing. The FY25 request is to fund the position at 30 hours per week, with the CPC providing funding for the salary and the Town providing funding for all benefits of the position. Our housing program continues to be a partnership of many town entities.

Total Project Cost: \$ 114,599      CPC Request: \$ 74,589      CPC Vote: 8-0-0

**Select Board:    Yes 4, No 0, Abs 0      Finance Committee:    Yes 7, No 0, Abs 0**

**c. Nauset Together We Can – Finch Skatepark Safety Improvements:**

The Finch Skatepark in Orleans provides a thriving social hub for the Lower Cape skateboard community. The park was established through a grass roots community effort in 1995 and has been volunteer managed for more than 25 years by Nauset Together We Can -- a 501c3 whose goal is to develop and implement solutions to prevent high-risk social behaviors in our youth. Although the Towns of Brewster, Eastham and Orleans provide small amounts of funding for day-to-day operations of the park, all funding for the park's infrastructure comes from grants and private donations. This award will be used to fund safety upgrades to the current electrical service and several existing ramp features in order to keep the park open and available to its many users.

Total Project Cost: \$31,300      CPC Request: \$7,500      CPC Vote: 7-0-0

**Select Board:    Yes 4, No 0, Abs 0      Finance Committee:    Yes 7, No 0, Abs 0**

## **CONSERVATION RESTRICTION ACQUISITION: 0 & 3571 MAIN STREET**

**ARTICLE NO. 11:** To see if the Town will vote to authorize the Select Board to acquire a perpetual conservation restriction under MGL Ch. 184, Secs. 31 through 33, on a parcel of land designated on Brewster Assessors' Map 126 as Parcel 4, 5 and 9 located at 0 Main Street, and a portion of the parcel currently designated on the Brewster Assessors' Map 114, Parcel 60 located at the rear of 3571 Main Street in Brewster, Barnstable County, Massachusetts, consisting of 12.36 acres as shown on a plan of land entitled, "Survey and Plan of Land in Brewster, Mass, as claimed by Washington E. & Mary F Chase, Scale 1 in = 60 ft. March 10, 1989, East Cape Engineering, Orleans MA" and recorded in the Barnstable County Registry of Deeds as Plan Book 459, Page 75, and as more particularly shown as Lot 2 and Lot 3 on a plan of land entitled, "Lot Study Sketch for Property at 3571 Main St, Brewster, MA 02631 Prepared for Brewster Conservation Trust, Scale 1 in. = 80 ft, July 3, 2023, Soule Land Surveying" a copy of which is on file with the Brewster Town Clerk; to acquire interests in said parcel by gift, purchase and/or eminent domain taking under MGL Ch. 79, or any other enabling authority; to acquire said conservation restriction for conservation and passive recreation purposes for the general public, consistent with the provisions of MGL Ch. 40 Sec. 8C and Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and in compliance with MGL Ch. 44B, Sec. 12(a), protecting the property for the purposes for which it is acquired; to transfer from available funds, including, without limitation, the Community Preservation Fund, the sum of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) to pay the \$225,000 costs of this acquisition, and \$5,000 for all other legal and administrative costs incidental and related thereto; further, to authorize the Conservation Commission to assume the monitoring and enforcement authority of the conservation restriction on the property; and to authorize the Select Board and Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to effect this purchase and obtain reimbursement funding, or to take any other action relative thereto.

(Community Preservation Committee)

( Majority Vote Required)

### **COMMENT**

The Town of Brewster is working with the Brewster Conservation Trust (BCT) to protect a 12.36 acre parcel known as Washington Chase Bog, comprised of 7.33 acres of upland and 5.04 acres of wetland. The property is located on the north side of Main Street in East Brewster. BCT is purchasing the property and asking the Town to share the acquisition cost by using Community Preservation Act funds to purchase a Conservation Restriction (CR). Previously having been run as a campground and a working cranberry bog, the parcel remains a typical pine-oak woodland with existing paths and vehicle tracks running through the property. The wetland areas are now overgrown with trees and vegetation, which BCT would like to restore to a natural wetland (fresh marsh) habitat. The bog drains under the Rail Trail into Namskaket Marsh. This has the potential to be the most visible bog-to-marsh eco-restoration project on Cape Cod, along the historic Old Kings Highway.



Restoration/protection of this parcel would contribute to the scenic and natural character of Brewster, and it will enhance the open space value of these and nearby lands. The parcel is proximate to land already conserved, including Nickerson State Park, 1700+ acres of contiguous open space owned and operated by the Massachusetts Department of Conservation and Recreation (DCR). It also abuts the DCR Cape Cod Rail Trail on its norther property boundary, which in turn abuts land owned and conserved by BCT and connecting through to the 120+ acre Namskaket Marsh Town Conservation Area. The Select Board, Town Manager, Natural Resources Department, Conservation Commission, and Open Space Committee support this purchase of a Conservation Restriction. This article would fund \$225,000 for the Conservation Restriction and set aside \$5,000 to pay for the Town’s legal and administrative expenses related to the purchase.

Total Project Cost: \$706,660      Amount Requested: \$230,000      CPC Vote: 7-0-0

**Select Board:    Yes 4, No 0, Abs 0      Finance Committee:      Yes 6, No 0, Abs 1**

**CAPITAL AND SPECIAL PROJECTS EXPENDITURES**

**ARTICLE NO. 12:** To see what sums the Town will vote to raise and appropriate, transfer from available funds, or authorize the Town Treasurer to borrow under and pursuant to Massachusetts General Laws Chapter 44, Sections 7, 7(1), or 8, or any other enabling authority, for the capital outlay expenditures listed below, including, in each case, all incidental and related costs, to be expended by the Town Manager, except School expenditures to be made by the School Superintendent with the approval of the School Committee; authorize leases and lease purchase agreements for more than three but not more than five years for those items to be leased or lease purchased, and further that the Town Manager with the approval of the Select Board or School Superintendent with the approval of the School Committee for school items, be authorized to sell, convey, trade-in or otherwise dispose of equipment being replaced, all as set forth below:

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
<b>1 Select Board</b>			
a. Integrated Water Resource Planning & Implementation	Professional services and costs for preparing studies, engineering, and coordinating water resource management planning and implementation	Re-appropriate existing article & Free Cash	\$150,000

	<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
<b>1 Select Board</b>				
	<b>b. Nauset Elementary School Regionalization &amp; Efficiency Study</b>	Professional services and costs for developing a feasibility study with the Towns of Orleans, Eastham, and/or Wellfleet identifying potential efficiencies across the five Nauset elementary schools and middle school	Free Cash	<b>\$100,000</b>
<b>Sub-Total</b>				<b>\$250,000</b>
<b>2 Elementary School Department</b>				
	a. Combined Technology	Ongoing information technology system and equipment improvements at Eddy & Stony Brook Elementary Schools	Free Cash	\$40,000
	b. Combined HVAC/Plumbing/Electrical Repairs	Professional services and costs for upgrades, repairs & replacement of HVAC, plumbing, and electrical systems at Eddy & Stony Brook Elementary Schools	Free Cash	\$10,000
	c. Combined Painting	Professional services and costs for interior/exterior painting at Eddy & Stony Brook Elementary Schools	Free Cash	\$20,000
	d. Combined Security	Professional services and costs for upgrades to security systems at Eddy & Stony Brook Elementary Schools	Free Cash	\$20,000
	e. Stony Brook Flooring Replacement	Professional services and costs for replacing flooring at the Stony Brook Elementary Schools	Free Cash	\$40,000

	<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
<b>2 Elementary School Department</b>				
	f. Stony Brook Hazardous Waste Abatement	Professional services and costs for abating hazardous waste materials at the Stony Brook Elementary School	Free Cash	\$25,000
	g. Combined Textbooks	Professional services and costs for textbooks and related educational materials	Free Cash	\$50,000
	<b>Sub-Total</b>			<b>\$205,000</b>
<b>3 Nauset Regional School District</b>				
	a. Nauset Region Annual Capital Allocation	Professional services and costs, including procuring, engineering, permitting, repairing and maintaining buildings, grounds, and equipment within the Nauset Middle School and Nauset High School	Tax Levy	\$279,645
	<b>Sub-Total</b>			<b>279,645</b>
<b>4 Natural Resources</b>				
	a. Fire Panel Replacement	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade the fire panel at the Natural Resources Building	Re-appropriate existing articles & Free Cash	\$22,000
	<b>Sub-Total</b>			<b>\$22,000</b>
<b>5 Media Services</b>				
	a. Camera Upgrade (Meeting Room A)	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade AV systems in Town Hall	Cable Fund	\$17,500
	<b>Sub-Total</b>			<b>\$17,500</b>

	<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
<b>6 Water Department</b>				
	a. Distribution Infrastructure	Costs for goods, materials, and professional services to maintain, repair, and upgrade the Town's water distribution system	Water Retained Earnings	\$50,000
	b. Buildings & Treatment Facilities	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade the Water Department's buildings and treatment facilities	Water Retained Earnings	\$50,000
	c. Master Plan Update	Costs for materials and professional services to develop a master plan	Water Retained Earnings	\$327,066
		<b>Sub-Total</b>		<b>\$427,066</b>
<b>7 Department of Public Works</b>				
	a. MS4 Stormwater Compliance	Costs for goods, materials, and professional services associated with MS4 stormwater compliance	Free Cash	\$60,000
		<b>Sub-Total</b>		<b>\$60,000</b>
<b>8 Facilities</b>				
	a. Meeting Room Divider Wall	Costs for goods and materials to replace the wall divider in Town Hall meeting rooms	Free Cash	\$40,000
		<b>Sub-Total</b>		<b>\$40,000</b>
<b>9 Library</b>				
	a. Auditorium AV Upgrade	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade Library AV systems	Cable Fund	\$10,000
	b. Facility Evaluation	Costs for professional services for a facility conditions assessment	Free Cash	\$30,000



	<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
<b>9 Library</b>				
	c. Building Safety & Security Improvements	Costs for goods, materials, and professional services to complete safety and security improvements at the library	Free Cash	\$25,000
		<b>Sub-Total</b>		<b>\$65,000</b>
<b>10 Recreation Department</b>				
	a. Guard Rail Replacement (Freemans Way Fields)	Costs for good and materials to replace wood guardrails at Freemans Fields complex	Free Cash	\$20,000
		<b>Sub-Total</b>		<b>\$20,000</b>
<b>11 Fire Department</b>				
	a. Personal Protective Equipment	Costs for personal protective equipment and gear for fire, special operations, hazardous material, EMS, and rescue responses	Ambulance Receipts	\$50,000
		<b>Sub-Total</b>		<b>\$50,000</b>
		<b>Grand Total</b>		<b>\$1,436,211</b>

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

1. SELECT BOARD

1a. Integrated Water Resource Management Planning and Implementation - These funds will be used to complete a comprehensive update to the Town's Integrated Water Resource Management Plan, which was first developed over a decade ago, including an overview of relevant state regulations; town regulations related to water quality protection; contaminant sources and their impacts on Brewster's water quality; coastal estuary watershed management; pond watershed planning, evaluation, restoration, and management; wastewater management; drinking water protection; and stormwater management. The updated plan will identify potential funding sources and a proposed implementation schedule.

Funding from this annual article will also be used to provide support and technical assistance to the Town's Water Resource Task Force and Pleasant Bay Alliance, responding to new MA Department of Environmental Protection watershed regulations for Herring River, Bass River, and Swan Pond, and working on related water quality improvement projects. The Town secured \$77,053 in state grant funding this spring for preliminary watershed planning and analysis work in these areas this year.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

1b. Nauset Elementary School Regionalization & Efficiency Study - These funds will be used to gather and analyze data for the elementary schools in all four towns regarding operating expenses, staffing levels, student-to-teacher ratios, enrollment trends, facility utilization, physical building conditions, anticipated capital expenditures, and student transportation systems to identify potential efficiencies across the schools and help inform future decision making about opportunities to reduce elementary school capital and operating expenses while maintaining the district's high educational standards.

These funds will also help assemble and account for similar data for the middle school, which is facing comparable challenges in terms of managing operating expenses, declining enrollments, and looming capital needs to better understand the extent to which greater efficiencies could be gained across the entire district. This project seeks to broadly examine advantages and challenges to some form of consolidation and/or regionalization across our elementary schools.

In coordination with the School Committees in all four towns in the district, the Towns submitted a joint application for state grant funding to advance this initiative in Winter 2024. The grant funding was not awarded based on a lack of available funds, so the towns are now seeking to secure local appropriations to undertake this study. We expect that Orleans will request \$50,000 at their Town Meeting this spring and Wellfleet and Eastham will each request \$25,000 to share the costs.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 0, No 0, Abs 0

## 2. ELEMENTARY SCHOOL DEPARTMENT

2a. Combined Technology Upgrades and Improvements – These funds will be used to continue with the K-5 technology plan for both Eddy and Stony Brook Elementary Schools, including replacing iPads, computers, network printers and laptops, switches and access points for wi-fi.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

2b. Combined HVAC, Plumbing, Electric Maintenance & Repairs – These funds will be used to make repairs to the mechanical systems at both Elementary Schools as needed.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

2c. Combined Painting – These funds will be used for regularly scheduled interior and exterior painting at the Stony Brook and Eddy Schools.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

2d. Combined Security – These funds will be used to make necessary improvements to both Eddy and Stony Brook Elementary security systems that monitor who enters the buildings and classrooms to enhance school safety.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

2e. Stony Brook Flooring Replacement – These funds will be used to replace flooring at the Stony Brook Elementary School.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

2f. Stony Brook Hazardous Material Abatement – These funds will be used to abate hazardous material related to the flooring replacement project at the Stony Brook Elementary School.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

2g. Combined Textbooks – These funds will be used to purchase new textbooks and related educational materials for students and teachers at the Stony Brook & Eddy Schools.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

### 3. NAUSET REGIONAL SCHOOL DISTRICT

3a. Annual Capital Plan Allocation – These funds, in the amount of \$279,646 for Fiscal Year 2025, are an assessment for the capital equipment and facilities budget for the Nauset High and Middle Schools. This program was originally approved by means of a Proposition 2 ½ override question in May of 2005, which included an annual 2.5% escalator.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

### 4. NATURAL RESOURCES

4a. Fire Panel Replacement - These funds will be used to replace the fire alarm panel in the Natural Resources Building. It was first installed in 1985 and it is no longer able to be repaired.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

### 5. MEDIA SERVICES

5a. Camera Upgrade (Meeting Room A) – These funds will be used to upgrade audio-visual systems in committee meeting rooms in Town Hall.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

## 6. WATER DEPARTMENT

6a. Distribution Infrastructure - These funds will be used to pay for goods, materials, and professional services to maintain, repair, and upgrade the Town's water distribution system.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

6b. Buildings & Treatment Facilities - These funds will be used to pay for goods, materials, and professional services to maintain, repair, and upgrade the Water Department's buildings and treatment facilities.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

6c. Master Plan Update – These funds will be used to undertake the first comprehensive update evaluating all aspects of the Water Department since 2006. The study will analyze existing operations and infrastructure, and it will provide a long-term, strategic roadmap for the department. The Town has secured \$150,000 in state grant funding for this project, which will be reimbursed once it is complete.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

## 7. DEPARTMENT OF PUBLIC WORKS

7a. MS4 Stormwater Compliance - These funds will be used to pay for services for MS4 stormwater compliance including monitoring, design, permitting and construction for stormwater related projects.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

## 8. FACILITIES

8a. Meeting Room Divider Wall - These funds will be used to pay for the replacement of the current folding acoustic panel (room divider) for the public meeting rooms at Town Hall. The current system is 25 years old and it's showing significant signs of wear.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

## 9. LIBRARY

9a. Auditorium AV Upgrade – These funds will upgrade the audio-visual systems in the Library Auditorium. This room is often used for community forums and programs, but it does not currently have adequate AV systems to broadcast or tape these events.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

9b. Facility Evaluation – These funds will be used to complete a facility conditions assessment to provide a comprehensive evaluation of the Brewster Ladies’ Library’s current physical condition and existing/potential issues and recommendations for addressing and prioritizing repairs and upgrades. With the most recent library renovation occurring nearly 30 years ago and the deferred building maintenance resulting from an anticipated new renovation that is no longer viable, this building needs to be evaluated for potential future rehabilitation. This study will identify the building’s current condition in order to prioritize repairs and devise a long-term facility plan.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

9c. Building Safety & Security Improvements – These funds will be used to install several important safety and security enhancements at the Library to improve patron and staff safety.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

## 10. RECREATION

10a. Guard Rail Replacement (Freemans Way Fields) - These funds will be used to remove and replace old wood guardrails at the Freemans Way fields which are a safety hazard.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0

## 11. FIRE DEPARTMENT

11a. Personal Protective Equipment - These funds will be used to purchase new and/or replacement personal protective equipment and gear for fire, special operations, hazardous material, EMS, and rescue responses. These need to be replaced due to the extended age and condition of our water/ice rescue suits and recent repairs to this essential rescue equipment.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 8, No 0, Abs 0



**OVERLAY APPROPRIATION: PRESCHOOL FAMILY SUPPORT PILOT PROGRAM**

**ARTICLE NO. 13:** To see if the Town will vote to transfer the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)** from available overlay funds, for the purpose of funding pre-school educational opportunities for the 3- and 4-year-old population within the Town of Brewster, including all expenses incidental and related thereto, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

**COMMENT**

Brewster is looking to establish a new preschool family support program starting in FY25. Over the past several years, all other Outer and Lower Cape towns have designed and implemented similar programs. Brewster's program would provide up to \$3,000 in funding for families with children ages 3 or 4 years old to help cover the costs of preschool services by a certified childcare provider. There are no income eligibility standards for this pilot program but the Town will collect basic demographic data from program participants. The program will be administered by a third-party provider. Funded at \$250,000 this first year, up to 75 families may be eligible to receive this financial support. Based on anticipated demand, program participants will be selected through a lottery process.

Funding for the first year of this program is from available overlay funds. This account is used to cover the costs of real estate tax abatements and exemptions. The current balance in this account is approximately \$1M. Accordingly, the costs of this program will not impact next year's tax rate. The Town will evaluate the need for long-term funding solutions once the pilot program has been implemented.

**Select Board: Yes 5, No 0, Abs 0**

**Finance Committee:**

**Yes 7, No 0, Abs 0**

**SPECIAL REVENUE FUND: CABLE FRANCHISE FEE ACCOUNT**

**ARTICLE NO. 14:** To see if the Town will vote to appropriate the sum of **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** from the Cable Franchise Fee Special Revenue Fund, for the purpose of offsetting costs associated with providing local cable television related purposes, the sum of including, but not limited to the general public purpose of supporting and promoting public access to the Brewster cable television system; training in the use of local access equipment and facilities; access to community, municipal and educational meeting coverage; use and development of an institutional network and/or municipal information facilities; contracting with local cable programming services providers and/or any other appropriate cable related purposes, and including all incidental and related expenses, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Each resident's cable bill includes a line item to provide for the costs of local cable television services. These monies are retained in a special revenue account and are used to enhance local cable programming for the Town's public, education, and government channels. These funds will be used to continue these informational and educational services, and may include equipment purchases, contracted services, construction services, and labor expenses.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

RECREATION REVOLVING FUND

**ARTICLE NO. 15:** To see if the Town will vote to pursuant to MGL Ch. 44 Sec. 53 E ½ and Sec 21, Revolving Funds, of the Town of Brewster's General Bylaws, to increase the spending limits for Recreation Revolving Fund as follows, with such expenditure limits to be applicable from fiscal year to fiscal year, until such time as they may later be amended by Town Meeting, as follows:

<b>Fund</b>	<b>Revenue Source</b>	<b>Authority to Spend</b>	<b>Use of Fund</b>	<b>Fiscal Year Spending Limit</b>
Recreation	Fees and Charges related to Seasonal Programs, Yoga, Youth Sports, Adult Fitness, Tennis and Special Events	Department Head - Recreation	Expenses shall be related to salaries and operations of providing Recreational Services and not used for any other purposes.	<b>\$300,000</b>

or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Recreation Revolving Fund provides funding collected from user fees to support Recreation Department programs. It is self-sustaining and separate from the General Fund. Per state law, the total amount expended from revolving funds each fiscal year must be capped through a Town bylaw. Annual spending from the Recreation Revolving Fund has historically been limited to \$200,000. Over the past several years, the Recreation Department has expanded its program offerings, increasing both revenues and expenses related to these activities. The Town expects that trend to continue next year and beyond. Accordingly, this article seeks to increase the annual spending limit for this fund to \$300,000.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**LOCAL OPTION: SENIOR TAX WORK-OFF DESIGNEE (MGL CH 59, SEC 5K)**

**ARTICLE NO. 16:** To see if the Town will vote to accept the provisions of the third paragraph subsection (1) of MGL Ch 59 Sec 5K, the so-called Senior Tax Work-off program, to allow the Town to designate an approved representative for persons physically unable to provide such services to the city or town.

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

**COMMENT**

Brewster's tax work-off program for seniors and veterans matches municipal volunteer opportunities in the Town with eligible senior citizens and/or veterans who are qualified and able to volunteer their services in exchange for a reduction in their real estate tax bills. Program participants work in a variety of capacities for the Town. Residents receive a \$1,000 reduction in their tax bill in exchange for 67 hours of service or a \$500 reduction in exchange for 33.5 hours. The Town provides up to \$30,000/year for this popular program. A provision in the state law that established these programs gives towns the option to allow persons who are physically unable to directly provide these volunteer services to designate a representative to serve on their behalf. Approval of this article would allow Brewster to give senior residents this option.

**Select Board: Yes 4, No 0, Abs 0**

**Finance Committee:**

**Yes 7, No 0, Abs 0**

**LOCAL OPTION: VETERANS TAX WORK-OFF DESIGNEE (MGL CH 59, SEC 5N)**

**ARTICLE NO. 17:** To see if the Town will vote to accept the provisions of the third paragraph subsection (1) of MGL Ch 59 Sec 5N, the so-called Veterans Tax Work-off program, to allow the Town to designate an approved representative for persons physically unable to provide such services to the city or town.

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

**COMMENT**

Brewster's tax work-off program for seniors and veterans matches municipal volunteer opportunities in the Town with eligible senior citizens and/or veterans who are qualified and able to volunteer their services in exchange for a reduction in their real estate tax bills. Program participants work in a variety of capacities for the Town. Residents receive a \$1,000 reduction in their tax bill in exchange for 67 hours of service or a \$500 reduction in exchange for 33.5 hours. The Town provides up to \$30,000/year for this popular program. A provision in the

state law that established these programs gives towns the option to allow persons who are physically unable to directly provide these volunteer services to designate a representative to serve on their behalf. Approval of this article would allow Brewster to give veteran residents this option.

**Select Board: Yes 4, No 0, Abs 0      Finance Committee: Yes 7, No 0, Abs 0**

**SEA CAMPS COMPREHENSIVE PLAN: BAY PROPERTY (3057 MAIN STREET)**

**ARTICLE NO. 18:** To see if the Town will vote to accept the comprehensive plan for the Bay Property previously owned by the Cape Cod Sea Camps located at 3057 Main Street, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

**COMMENT**

**Select Board: Yes 5, No 0, Abs 0      Finance Committee: Yes 8, No 0, Abs 0**

**SEA CAMPS COMPREHENSIVE PLAN: POND PROPERTY (500 W.H. BESSE CARTWAY)**

**ARTICLE NO. 19:** To see if the Town will vote to accept the comprehensive plan for the Pond Property previously owned by the Cape Cod Sea Camps located at 500 W.B. Besse Cartway, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

**COMMENT**

**Select Board: Yes 5, No 0, Abs 0      Finance Committee: Yes 8, No 0, Abs 0**

**TEMPORARY EASEMENTS: MILLSTONE ROAD IMPROVEMENT PROJECT**

**ARTICLE NO. 20:** To see if the Town will vote to authorize the Select Board to acquire, by eminent domain, temporary rights of way, utility, drainage, access, construction, and other easements in, on, under, and across the parcels of land at or near Millstone Road for the purpose of improving Millstone Road and for any and all purposes and uses incidental or related thereto.

Or to take any other action related thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Town of Brewster is undertaking a road improvement project on Millstone Road that will include the installation of sidewalks and the creation of a consistent roadway shoulder. The roadway layout of Millstone Roads consists of a variable 40- to 50-foot-wide Town owned right-of-way. The project design has been modified to ensure no permanent easements related to sidewalk construction and drainage improvements will not be required on any residential property on Millstone Road. However, limited temporary impacts will occur on residential properties while construction is ongoing.

Over the past several months, the Town sent correspondence on multiple occasions to all impacted residents along Millstone Road to enter into right of entry and/or temporary easement agreements, but we only heard back from a limited number of residents. This article authorizes the Town to acquire temporary easements by eminent domain for the remaining properties in order to allow the contractor necessary access to undertake and complete the site work along the edge of the public right-of-way. The Town has developed a standard methodology to calculate financial reimbursement for this temporary access with will apply to all impacted residents. Copies of the project plans highlighting impacted properties are available at Town offices.

**Select Board: Yes 5, No 0, Abs 0**

**Finance Committee: Yes 8, No 0, Abs 0**

**PRIVATE ROAD BETTERMENT: VESPER POND NEIGHBORHOOD**

**ARTICLE NO. 21:** To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum of money pursuant to MGL Ch. 40, Secs. 7 and 8, Chapter 297 of the Acts of 2002, Chapter 373 of the Acts of 2006, and/or any other enabling authority, said sum to be spent by the Town Manager, to finance temporary road repairs to the private ways known as Vesper Pond Drive, Mayflower Circle, Cranberry Lane, Deer Path Circle, Jam Lane, and Bay View Drive, including, without limitation, costs associated with engineering, construction, and reconstruction of said way, and costs incidental or related thereto, which costs shall be assessed by the Select Board as a betterment under MGL Ch. 80 Sec. 1 on each parcel within the area benefiting from the improvement, all in compliance Brewster General Bylaws, Article VIII, Section 157-20.

Or to take any other action relative thereto.

(Select Board)

(Two-Thirds Vote Required)



COMMENT

The Town adopted a General Bylaw at the 1996 Annual Town Meeting which allows citizens to petition Town Meeting to obtain financing assistance to undertake repairs to private ways. In June 2022, the Select Board received a petition from residents for proposed road and drainage improvements in the Vesper Pond neighborhood, including Vesper Pond Drive, Mayflower Circle, Cranberry Lane, Deer Path Circle, Jam Lane, and Bay View Drive. The Planning Board approved the proposed plan in August 2022.

Town Meeting in November 2022 endorsed the betterment by a 2/3 vote and authorized financing in the amount of \$785,566.00. However, every construction bid subsequently received for the project exceeded the funding authorized by Town Meeting. Based upon the latest quotes, the total project cost is now estimated at \$1,256,636.88, including administrative expenses. Therefore, in order for the process to proceed, Town Meeting must appropriate an additional \$471,070.88.

If approved, the Town, in coordination with impacted residents, will contract out for the repair work. Once completed, the abutting property owners will then be required to reimburse the Town for the full project costs, plus interest and administrative expenses, by means of betterment assessments over a period of time. There will be no tax impacts to other residents.

**Select Board: Yes 5, No 0, Abs 0**

**Finance Committee: Yes 8, No 0, Abs 0**

**DRUMMER BOY PARK ADVISORY COMMITTEE REPORT**

**ARTICLE NO. 22:** To see if Town will vote to accept the report of the Drummer Boy Park Advisory Committee or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Originally purchased by the Town in 1988, the first Master Plan for Drummer Boy Park was adopted by Town Meeting in 1995 and has informed the Town's overall approach to the property since. In Summer 2020, the Town received state grant funds to develop an updated Master Plan for Drummer Boy Park. To shepherd this important work, the Select Board formed an ad hoc Drummer Boy Park Advisory Committee charged with evaluating existing and potential future uses of the Drummer Boy Park property and developing an updated Master Plan to present to Town Meeting. The Committee was appointed in Fall 2020. From December 2020 through June 2021, the Committee met and developed a series of schematic concept plans that culminated in the presentation of a recommended plan to the Select Board in June 2021. The plan was presented to and unanimously adopted by Town Meeting in November 2021. Following the Town Meeting vote, the Select Board disbanded the Committee in December 2021.

In March 2023, a Special Town Meeting was convened to act on three citizens petitions related to the proposed Wing Island boardwalk. Article 3 originally sought to rescind the Drummer Boy Park Master Plan vote by Town Meeting of November 2021. Ultimately, Town Meeting voted to refer the 2021 Master Plan to a newly reconstituted committee to be appointed by the Select Board in consultation with the Moderator who would then report back to Town Meeting in May 2024.

Following the March Special Town Meeting, the Select Board approved an updated charge for a new ad hoc Drummer Boy Park Advisory Committee to re-evaluate the 2021 Drummer Boy Park Master Plan. The Select Board directed that their report may include an updated Master Plan, but any such plan shall not incorporate or include any new means of access to Wing Island. The Committee was tasked with reviewing the overall goals and recommendations identified in the 2021 Master Plan and determining whether any changes would be appropriate. The Select Board encouraged the Committee to conduct public outreach and solicit resident feedback in developing their report for Town Meeting. Members were appointed to the new Committee in July 2023 and they held their first meeting in September 2023.

Recognizing the importance of gathering the community's preferences for determining priorities for Drummer Boy Park moving forward, the Committee designed and issued a survey in Winter 2024 to gauge visitor use patterns and the importance of potential improvements at the park. Almost 1500 residents responded to the survey. Public feedback from the survey informed the recommendations of the Committee.

The Committee established the following goals regarding the selection of recommended actions and their priority:

- Preserve the character of the park and retain its open setting
- Maintain existing infrastructure, making improvements where they improve safety and enhance usability
- Explore a range of implementation solutions where needed from conventional to low cost, emphasizing green techniques where possible
- Seek alternative funding sources and implement improvements in phases within the context of other town projects

The Committee ultimately agreed on the following recommendations for Drummer Boy Park:

**Parking**

- Preserve formal and informal parking as it is – maintain the status quo but continue to monitor impacts on the park
- Consider adding limited traffic calming measures

**Stormwater**

- Maximize low-impact, cost-effective solutions to improving drainage, including addition of rain gardens and/or vegetated swales where possible and appropriate
- Communicate educational value of stormwater management techniques

### Accessibility

- Add several accessible benches to the existing paved loop trail to make it more user friendly
- Replace the existing sign on RT. 6A with a sign that is consistent with other recent Town signs

### Amenities

- Continue to selectively prune and/or remove invasive species, especially to maintain marsh vista
- Improve the playground to make it safe and accessible to all, shifting the new structures away from wetlands and/or to a slightly higher elevation
- Repurpose the existing building to a shade pavilion or build new open-air structure (re-using existing concrete slab) and provide several new accessible picnic tables for use there
- Maintain the bandstand/gazebo as needed and add a new small storage shed for the Brewster Band
- Extend portable toilet availability to year-round
- Install a water station and additional bike racks

In response to public input, the Committee is expressly not recommending the addition of any new paved walking trails or parking areas. In the Committee's view, their remaining recommendations represent the minimum investments in the park to ensure it can continue to serve as a community treasure and destination for residents and visitors.

A copy of the Committee's full report can be found in Appendix B of the warrant.

**Select Board:** Yes 0, No 0, Abs 0      **Finance Committee:** Yes 0, No 0, Abs 0

### **CITIZENS PETITION: SHORT-TERM RENTAL REGISTRATION GENERAL BYLAW**

**ARTICLE NO. 23:** To see if the Town will vote to create a registration system for short-term rentals by adopting a new General Bylaw entitled "Chapter 180 – Short-Term Rental Registration," as printed below, or take any other action relative thereto.

### **CHAPTER 180 SHORT-TERM RENTAL REGISTRATION**

#### **§ 180-1 Purpose**

- A. To create a registration system for short-term rentals in order to protect the health, safety, and welfare of both the occupant(s) of those rental housing units and the general public, and to maintain the quality of life in residential neighborhoods in the Town.
- B. The bylaw seeks to provide for orderly operation of short-term rentals within the Town and prevent any negative impacts on neighborhood character, housing availability,

house prices, availability of long-term rental units, and impacts on infrastructure systems such as sewer/water, parking, access, fire codes, and building code enforcement.

- C. The bylaw also seeks to provide a method for correcting violations when conditions warrant and to help enforce local and state laws, codes, and regulations.
- D. The bylaw seeks to create a registration system for short-term rentals so that accurate data about how many short-term rentals are operating within the Town may be gathered, as well as to ensure public health and safety. This would also provide data to the town on who operates short-term rentals within the town.
- E. Registrations would be subject to an annual fee that would cover costs of enforcement. Fines collected would be designated for use for enforcement costs in subsequent years. Registration fees would be set by the enforcing authority at a level sufficient to cover associated costs of enforcement and registration.

#### § 180-2 Definitions.

- A. As used in this chapter, the following terms shall have the meanings indicated:

“Corporation” is defined as any business or charitable entity that is required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, § 4, respectively.

“Dwelling” is defined by the Town of Brewster as a building containing three or more dwelling units. This definition includes “Dwelling, One Family Detached” and “Dwelling, One Family Security” (defined below).

DWELLING, ONE FAMILY DETACHED: A single, separate dwelling unit, designed for occupancy by one family. [Added 5-7-2012 ATM, Art. 23]

DWELLING, ONE FAMILY SECURITY: One family dwelling unit for owner occupancy or for occupancy by personnel hired by the owner for the protection of property and safe operation of a permitted use. [Added 5-7-2012 ATM, Art. 23]

DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

“Fit for winter habitation” refers to a dwelling unit that is suitable for habitation in the winter in so much as that it has a heating system and proper insulation.

“Full-Time Resident” is defined as a person who either lives in Brewster for the entire tax year or who maintains a **permanent place of abode** in Brewster that they spend at least 183 days per year in, as attested by where the domicile of the responsible party is

given according to tax records in the state of Massachusetts.

From mass.gov, "Your domicile, or legal residence, is your true home or main residence. You may have multiple residences at one time, but only 1 domicile. **You can't choose to make your home one place for general living purposes and in another for tax purposes.** Your legal residence is usually where you maintain your most important family, social, economic, political, and religious ties, and it depends on all the facts and circumstances per case, including good faith."

"Occupancy" is defined as *the use or possession, or the right to the use or possession, of a room in a bed and breakfast establishment, hotel, lodging house or motel designed and normally used for sleeping and living purposes for a period of not more than 90 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee, or the use or possession or the right to the use or possession of a room in a short term rental normally used for sleeping and living purposes for a period of not more than 31 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee;* provided, however, that "occupancy" shall include the right to the use or possession of the furnishings or the services and accommodations, including breakfast in a bed and breakfast establishment, accompanying the use and possession of such a room. § 1. Definitions, MA ST 64G § 1

"Occupant" is defined as a person who uses, possesses or has a right to use or possess a room in a bed and breakfast establishment, hotel, lodging house, **short-term rental**, or motel for rent under a lease, concession, permit, right of access, license or agreement.

"Operator" is defined as a person operating a bed and breakfast establishment, hotel, lodging house, short-term rental, or motel in the Commonwealth including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such bed and breakfast establishment, hotel, lodging house, **short-term rental**, or motel.

"Operator's Agent" is defined as a person who on behalf of an operator of a bed and breakfast establishment, hotel, motel, **short-term rental**, or lodging house: (i) manages the operation or upkeep of a property offered for rent; or (ii) books reservations at a property offered for rent; provided, however, that an "operator's agent" shall include, but not be limited to, a property manager, property management company or real estate agent.

"Owner" is defined as the duly authorized agent, attorney, purchaser, devisee, trustee, lessor or any person having vested or equitable interest in the use, structure, or lot in question.

"Permanent Place of Abode" is defined as a dwelling place that someone, not necessarily the owner, continually maintains. This includes a place owned or leased by a spouse.

This **does not include** a camp, military barracks and housing, dormitory room, hospital room or room in any other similar temporary institutional setting; a university owned



studio apartment available only to a university affiliated student, faculty and staff; **a dwelling place completely lacking both kitchen and bathing facilities, or a dwelling place that is not prepared for winter**; a hotel or motel room (but facts and situational circumstances will be taken into account before deciding); dwelling place owned by someone who, during the term of a lease, leases it either to others not related to the owner or their spouse by blood or marriage, for at least 1 year, or where the individual has no right to occupy any portion of the premises and who does not use such premises as his or her mailing address during the term of the lease; dwelling place that is maintained only during a temporary stay in Massachusetts for accomplishing a particular documented purpose. A temporary stay is defined as a predetermined period of time **not to exceed 1 year**.

"Person" is defined as an individual, partnership, trust or association, with or without transferable shares, joint-stock company, corporation, society, club, organization, institution, estate, receiver, trustee, assignee or referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of individuals acting as a unit.

"Property Owner" is defined as any person who alone, or severally with others, has legal or equitable title or a beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee, or other person appointed by the courts.

"Short-Term Rental" is defined as an owner-occupied, tenant-occupied, or non-owner occupied property including, but not limited to, an apartment, house, cottage, condominium, or a furnished accommodation (such as a bedroom within a residential dwelling) that is not a hotel, motel, lodging house or bed and breakfast establishment, where: (i) at least 1 room or unit is rented (for a fee) to an occupant or sub-occupant for a period of not more than 31 consecutive calendar days; and (ii) all accommodations are reserved in advance; provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such. Excludes hotels licensed under M.G.L. Chapter 140, section 6; motels licensed under M.G.L. Chapter 140, section 32B; lodging establishments licensed under M.G.L. Chapter 140, section 23.

"Unfit for winter habitation" refers to a dwelling unit that is not suitable for habitation during the winter, in that the dwelling lacks a heating system and/or lacks proper insulation.

### **§ 180-3 Registration Requirements.**

- A.** Any property owner seeking to offer a short-term rental needs to register annually with the town of Brewster for a fee set by the enforcing authority. The fees collected are solely to pay for costs associated with enforcement, such as compliance software and any positions that need to be hired. All properties that are registered would need to be in compliance with local and state ordinances, zoning bylaws, and the State Sanitary Code.

- B.** The registrants need to apply prior to Feb. 28 of each year, with the rental period running from Mar. 1 to Feb. 28 of the following year. Registrations are subject to annual renewal and fees. Registrations cannot be transferred to any other person, legal entity, or address. The registration shall be terminated upon sale or transfer of the property for which the registration has been issued.  
Properties purchased after Feb. 28 will not be able to obtain a short-term rental certificate for the current registration year; owners will be able to obtain short-term rental certificates for the following registration year.
- C.** Each registrant is required to submit a sworn affidavit of compliance with their registration. The enforcing authority reserves the right to conduct inspections of properties to ensure compliance, including, but not limited to, when complaints have been made.
- D.** All short-term rentals are required to include the town-issued registration certificate number on their listings.
- E.** Contact information for the owner of a short-term rental shall be provided to the town with a current address and phone number, as well as an attestation that all persons' and entities with an ownership interest in the unit have been notified that a certificate of registration has been applied for. If the owner is a corporation (includes LLCs), the name, address, and phone number of the president and legal representative of the corporation shall be provided. If the owner is a realty trust or partnership, the name, address, and phone numbers of the managing trustee or partner shall be provided.
- F.** The name and contact information of the operator, and the operator's agent if different from the operator, must be provided to ensure that the person can respond to any emergencies that arise during occupancy within 2 hours of contact by the Town's Health Division or Police or Fire Department to complaints regarding the condition or operation of the property. Contact information must include a phone number that is available 24/7 to occupants and the above-stated public safety agencies and the information shall be posted conspicuously in the unit.
- G.** Operators will be responsible for trash removal after conclusion of an occupancy or once per week, whichever is more frequent.
- H.** The maximum number of occupants in a short-term rental shall be 2 per bedroom, plus 2 additional occupants.
- I.** Parking on-site shall be provided and must not impede traffic or traffic safety.
- J.** Rental Certificates may be suspended or revoked for violations of the bylaw, State Sanitary Code, or any other applicable General Law, regulation, or bylaw intended to

protect public health, safety, and/or the environment. Additional conditions may be imposed on the Rental Certificate in lieu of suspension or revocation.

**§ 180-4 [Reserved].**

**§ 180-5 Violations; Enforcement.**

- A. Violators will be subject to fines of \$200 per day, with each day of the violation constituting a separate offense. Any short-term rental found to be operating without a rental certificate will be subject to these fines. Violations of this regulation will be subject to the Regulation of the Town of Brewster regarding non-criminal disposition, according to Massachusetts General Laws, Chapter 40, Section 21D, and the town of Brewster's bylaw concerning non-criminal disposition, where applicable.
- B. The enforcing and regulatory authority for the registration program is to be the Brewster Health Department.

**§ 180-6 Effective Date.**

- A. This bylaw shall take effect on January 1, 2025.

(Citizens Petition)

(Majority Vote Required)

COMMENT

Creating a registration system for short-term rentals would ensure that there is a way to collect data about short-term rentals, which is beneficial when assessing the housing needs of the community. A registration system also provides a way to track short-term rentals and ensure compliance with local rules and regulations by providing guidelines that short-term rentals need to comply with in order to keep their certificate. The fee for the registration system would be set by the enforcing authority (the Board of Health) to an amount reasonable to cover associated expenses.

Of the 15 towns on the Cape, only 3 have no registration system in place – Brewster, Wellfleet, and Sandwich. 80% of the towns on the Cape have some sort of registration system in place; it is time Brewster adopted one as well. Brewster should not be lagging behind our neighbors; registration systems allow towns to obtain accurate figures on the number of short-term rentals within the town, as well as accurate information about who owns and operates short-term rentals, and having a registration system in place provides a means for towns to enforce local rules and regulations.

Language in the bylaw states that property owners are required to submit a sworn affidavit of compliance with their registrations. This language is included so that not every property that is registered needs to be inspected, and instead be inspected on a case-by-case basis, such as when it is suspected that a property is not in compliance.

Currently, Brewster has nearly 1,100 short-term rentals (according to the Mass Public Registry of Lodging Operators) that are registered in the Commonwealth of Massachusetts, although the number likely exceeds that figure, as not all short-term rentals are officially registered. Given the current housing crisis, Brewster should be proactive in taking steps to collect data about housing usage in the town to better inform public policy decisions, as well as making sure short-term rentals are in compliance with local rules and regulations. Having a registration system is a way to effectively track short-term rentals and make sure that they are operating in a way that minimizes impact to the town.

Brewster also passed an ADU bylaw at Fall Town Meeting where it was specified that ADUs would need to be long-term properties. Without a registration system, there is no oversight to make sure the ADUs that are created will not be converted to STRs. This registration system provides a means of monitoring short-term rentals and a means to address violations, such as properties operating as STRs without registering.

Select Board: Yes 1, No 3, Abs 1 Finance Committee: Yes 0, No 8, Abs 0

#### **CITIZENS PETITION: SHORT-TERM RENTAL RESTRICTIONS GENERAL BYLAW**

**ARTICLE NO. 24:** To see if the Town will vote to limit the number of short-term rentals that a property owner can operate within the town of Brewster to one per property owner unless the property owner is a full-time resident of the town of Brewster, in which event they may then operate two properties as short-term rentals, and to amend Section 180-4 of the Town's General Bylaws accordingly by deleting the strikethrough language, and inserting the bold and underlined language, or take any other action relative thereto.

#### **CHAPTER 180 SHORT-TERM RENTAL REGISTRATION**

**§ 180-4 [~~Reserved~~] Limitations; Maximum Number of Short-Term Rentals.**

- A. A property owner can operate within the town of Brewster one Short-Term Rental per property owner unless the property owner is a full-time resident of the town of Brewster, in which event they may then operate two properties as short-term rentals.**
- B. In the event that an owner has properties unfit for winter habitation in excess of the short-term rental limits (1 per non-resident, 2 per Brewster resident), an exception may be granted by the enforcing authority (Brewster Health Department) so that those properties may be registered as short-term rentals in excess of the limit, if certain criteria are met.**

- (1) To qualify for an exception to the limit, a property owner must only operate registered short-term rentals in properties that are unfit for winter habitation; no exception will be granted if a property owner has a registered short-term rental in a property that is fit for winter habitation.**

**All short-term rentals must be registered in accordance with the bylaw.**

**(2) An owner may only exceed the limit if all their registered short-term rental properties are properties that are unfit for winter habitation. If an owner has a registered short-term rental that is fit for winter habitation, they will not be eligible for an exception to the limit, even if their other registered properties are unfit for winter habitation**

**(3) If an exception is granted, it can be revoked if the owner attempts to register a property fit for winter habitation as a short-term rental.**

**The exception may be revoked at the discretion of the enforcing authority if the property owner violates any part of the registration bylaw.**

**If an exception is granted, all properties unfit for winter habitation will still need to be registered as short-term rentals and will be subject to registration fees and all other parts of the registration bylaw.**

**C. Short-term rentals are prohibited in dwelling units owned by a corporation.**

**Short-term rentals are permitted in dwelling units owned by an LLC, Trust, or S-Corp only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at time of registration.**

**If any shareholder, partner, or member of the legal entity already has registered short-term rentals under their own name, those will count toward the limit for the legal entity they are trying to register with.**

(Citizens Petition)

(Majority Vote Required)

#### COMMENT

The proposed restriction bylaw is an addendum to the registration bylaw. Passing the registration bylaw does not automatically pass the restriction bylaw. The restriction bylaw seeks to limit the number of properties an owner can operate to one per owner, unless the owner is full-time Brewster resident, in which event they may operate two short-term rentals. The goal is not to stop short-term rentals, as that is unrealistic. The goal is to preserve the ability of owners to continue with short-term rentals on a small-scale, while stopping large investment groups, LLCs, corporations, and other big owners, from operating on a large-scale in Brewster.

An exception (to be made at the discretion of the enforcing authority) has been included to address properties that are unfit for winter habitation. If an owner ONLY has STRs in properties that are “unfit for winter habitation”, the enforcing authority may allow the owner to register STRs beyond the limit (1 for non-residents, 2 for residents). However, if an owner wishes to operate an STR in a property that is “fit for winter habitation”, no exemption will be granted. All



properties would still need to be registered with the town and would be subject to all rules and regulations.

There is also language (taken from the Provincetown ban on corporate operation of STRs) to prevent owners from forming LLCs to skirt the restrictions.

In analyzing the assessor's data from Brewster for FY 2022, it appears there would be 100 or fewer owners who would be impacted by the proposed bylaw, while most short-term rental operators would be able to continue their small-time operations.

The intent of the restrictions is to create more year-round housing (either as rentals or as properties for sale). Having more available properties would lower rents (or home prices), which would be beneficial to the area as a whole. Workers could stay in the towns they work in, spending their money on local goods and services, while employers would be able to stabilize wages without worrying about employee retention.

This is a cost-effective way to potentially create more housing opportunities, as building more units is not only costly, but the projects themselves also take a long time to build (and are taxing to the water table). The homes already exist, and some were once used for year-round housing. This is a way to increase year-round housing without a large capital expenditure.

**Select Board: Yes 0, No 4, Abs 1      Finance Committee: Yes 0, No 8, Abs 0**

You are hereby directed to serve this Warrant with your doings thereon to the Town Clerk at the time and place of said meeting as aforesaid.

Given under our hand and Seal of the **Town of Brewster** affixed this     <sup>th</sup> **day of April 2024.**

---

Edward B. Chatelain, Chair

---

Mary W. Chaffee, Vice-Chair

---

Kari Sue Hoffmann, Clerk

---

Cynthia A. Bingham

---

David C. Whitney

I, Roland W. Bassett Jr, duly qualified Constable for the Town of Brewster, hereby certify that I served the Warrant for the Town Meeting of May 11, 2024 by posting attested copies thereof, in the following locations in the Town on the xx **day** of April, 2024.

Brewster Town Offices  
Brewster Ladies Library  
The Brewster General Store  
U. S. Post Office

Café Alfresco  
Brewster Pizza House  
Millstone Liquors

---

Roland W. Bassett, Jr. Constable



# Town of Brewster

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

Office of:  
Select Board  
Town Manager

## MEMORANDUM

**TO:** Select Board  
**FROM:** Peter Lombardi, Town Manager  
**RE:** Ballot Questions for May 2024 Local Election  
**DATE:** April 5, 2024

---

The Brewster Elementary School operating budgets are increasing by 12.6% including fringe benefit expenses, or \$1,404,608 from FY24 to FY25. The Town has funding to support a 4.5% increase in school expenses within the confines of the FY25 tax levy. Article 5 in the May 2024 Town Meeting warrant provides voters with the opportunity to approve a \$758,091 operating override. This override must also be approved at the ballot.

Brewster voters approved Article 11 at the November 2023 Special Town Meeting, the first step of adopting the local option that would exempt certain income-eligible residents from the 3% Community Preservation Act (CPA) surcharge. This measure must also be approved at the ballot.

Accordingly, for the May 28, 2024 local election, the Select Board must vote to place the following questions on the ballot:

1. Brewster Elementary School Operating Override: "Shall the Town of Brewster be allowed to assess an additional \$758,091 in real estate and personal property taxes for the purposes of funding the Town's Elementary School budget for the fiscal year beginning July 1st, 2024?"
2. CPA Surcharge Exemption: "Shall this Town amend its acceptance of sections 3 to 7, inclusive of chapter 44B of the General Laws, as approved by its legislative body, a summary of which appears below?"

Question #2 Summary:

*In May 2005, the Town voted to accept Sections 3 to 7 of Chapter 44B of the General Laws of Massachusetts, also known as the Community Preservation Act, and established a "Community Preservation Fund" with a dedicated funding source. Fund monies may be spent to (1) acquire, create and preserve open space, which includes land for park and recreational uses and the protection of public drinking water well fields, aquifers and recharge areas, wetlands, farm land, forests, marshes, beaches, scenic areas, wildlife preserves and other conservation areas, (2) rehabilitate and restore land for recreational use, (3) acquire, preserve, rehabilitate and restore historic buildings and resources, (4) acquire, create, preserve and support affordable housing and (5)*

*rehabilitate and restore open space and affordable housing that was acquired or created with community preservation funds.*

*This amendment will adopt the following exemption from the 3% annual surcharge: for property owned and occupied as a domicile by a person who would qualify for low-income housing or low- or moderate-income senior housing in the Town, as provided for in Section 3(e)(1) of said Act. The exemption proposed by this amendment would commence in fiscal year 2025, which begins on July 1, 2024. Brewster Town Meeting voted to approve this exemption in November 2023. Local ballot approval is also required.*

## COMMUNITY PRESERVATION ACT AMENDMENT

**ARTICLE NO. \_\_\_\_\_:** To see if the Town will vote, in accordance General Laws Chapter 44B, Section 16(a), to amend its acceptance of the Community Preservation Act, General Laws Chapter 44B, Sections 3-7 inclusive, by accepting the optional exemption set forth in Section 3(e)(1) of said Act, for property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the Town, said exemption to commence with taxes assessed for the fiscal year beginning on July 1, 2024; provided, however, that in order for said exemption to take effect, the exemption must also be accepted by the voters of the Town at the next regular municipal or state election; or take any other action relative thereto.

**MOTION:** I move that the Town vote to amend its acceptance of the Community Preservation Act and adopt the optional exemption from the property tax surcharge imposed under said Act, pursuant to Section 3(e)(1) of said Act, for property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the Town, said exemption to commence with taxes assessed for the fiscal year beginning on July 1, 2024.

**BALLOT QUESTION:**

“Shall this Town amend its acceptance of sections 3 to 7, inclusive of chapter 44B of the General Laws, as approved by its legislative body, a summary of which appears below?”

**SAMPLE FAIR AND CONCISE SUMMARY:** The Town voted to accept Sections 3 to 7 of Chapter 44B of the General Laws of Massachusetts, also known as the Community Preservation Act, and established a “Community Preservation Fund” with a dedicated funding source. Fund monies may be spent to (1) acquire, create and preserve open space, which includes land for park and recreational uses and the protection of public drinking water well fields, aquifers and recharge areas, wetlands, farm land, forests, marshes, beaches, scenic areas, wildlife preserves and other conservation areas, (2) rehabilitate and restore land for recreational use, (3) acquire, preserve, rehabilitate and restore historic buildings and resources, (4) acquire, create, preserve and support affordable housing and (5) rehabilitate and restore open space and affordable housing that was acquired or created with community preservation funds.

This amendment will adopt the following exemption from the 3 % annual surcharge: for property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the Town, as provided for in Section 3(e)(1) of said Act. The exemption proposed by this amendment would commence in fiscal year 2025, which begins on July 1, 2024.



# For Your Information

April 8, 2024

1. Millstone Road Pole Hearing Information
2. Cape Cod Sea Camps Property safety inspection fee waiver
3. Health & Human Services FY24 Grant Report – Consumer Assistance Council (1<sup>st</sup> Report)



## Town of Brewster

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

Office of:  
Board of Select Board  
Town Manager

### TOWN OF BREWSTER PUBLIC HEARING Millstone Road

Verizon New England Inc. and NSTAR Electric (d/b/a Eversource Energy) request permission to replace multiple existing jointly owned poles, anchors, and guying, along the entirety of **Millstone Road** from Pole 17/3 to 17/63, in Brewster MA. For permission to erect and maintain poles, wires, and cables, together with anchors, guys, and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan no. MA2023-54 dated January 30, 2024. This is necessary to facilitate the sidewalk and roadway project on Millstone Road. Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distribution purposes. Space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

A public hearing on the petition will be held on Tuesday April 16, 2024, at 10:00am at Brewster Town Hall, Room A. Any interested parties are welcome to attend this hearing.

## PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

April 1, 2024

To the abutters of Millstone Road

in BREWSTER, Massachusetts

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC D/B/A EVERSOURCE ENERGY request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

### **MILLSTONE ROAD:**

To replace multiple jointly owned poles, and to place a new anchor and push-brace with certain newly placed poles, beginning with replacing pole 17/3 on the easterly side of Millstone Road at the intersection of Puritan Drive, two feet (2') east from its current location. The pole and anchor guy for pole 17/3 are also to be replaced. Then, on the westerly side of Millstone Road, pole 17/3A is to be replaced, two feet (2') west from its current position. The pole and anchor guy for pole 17/3A are also to be replaced. Then, on the easterly side of Millstone Road, pole 17/5 is to be replaced, three feet (3') southeast of its current position. Then, on the westerly side of Millstone Road, pole 17/5S is to be replaced. The pole and anchor guy for pole 17/5S are also to be replaced. The pole-to-pole guy between poles 17/5 and 17/5S is to be removed. Then, on the easterly side of Millstone Road pole 17/6 is to be replaced, two feet (2') east of its current position. Then, pole 17/7 is to be replaced, three feet (3') southeast of its current position. Then, on the westerly side of Millstone Road, pole 17/7S is to be replaced three feet (3') west of its current position. The pole and anchor guy for pole 17/7S are also to be replaced. The pole-to-pole guy between poles 17/7 and 17/7S is to be removed and replaced. Then, on the easterly side of Millstone Road, pole 17/8 is to be replaced two feet (2') east from its current position. Then pole 17/9 is to be replaced two feet (2') east from its current position. Then pole 17/10 is to be replaced four feet (4') east from its current position. The pole and anchor guy for pole 17/10 are also to be replaced. Then, on the westerly side of Millstone Road, pole 17/11 is to be replaced three feet (3') west from its current position. The pole and anchor guy for pole 17/11 are also to be replaced. Then, pole 17/11.5 is to be replaced four feet (4') northwest from its current position. Then, pole 17/12 is to be replaced four feet (4') west from its current position. Then, pole 17/12.5 is to be replaced three feet (3') west from its current position. Then, pole 17/13 is to be replaced four feet (4') northwest from its current position. The pole and anchor guy for pole 17/13 are also to be replaced. Then, pole 17/13.5 is to be replaced four feet (4') southwest from its current position. The pole and anchor guy for pole 17/13.5 are also to be replaced. Then, on the easterly side of Millstone Road, pole 17/16 is to be replaced three feet (3') east from its current position. The pole and anchor guy for pole 17/16 are also to be replaced. Then, on the westerly side of Millstone Road, pole 17/20 is to be replaced four feet (4') east from its current position. The pole and anchor guy for pole 17/20 are also to be replaced. Then, the pole and anchor guy attached to pole 17/22.5 are to be replaced, but the pole will remain. Then, the pole and anchor guy attached to pole 17/23 are to be replaced, but the pole will remain. Then, on the easterly side of Millstone Road, the pole and anchor guy attached to pole 17/26 are to be replaced, but the pole will remain. Then, the pole and anchor guy attached to pole 17/27 are to be replaced, but the pole will remain. Then, on the westerly side of Millstone Road, the pole and anchor guy attached to pole 17/29 are to be replaced with a pushbrace. Then, on the southeasterly side of Millstone Road, pole 17/38 is to be replaced three feet (3') southeast from its current position. The pole and anchor guy for pole 17/38 are also to be replaced. Then, pole 17/39 is to be replaced. The pole and anchor guy for pole 17/39 are also to be replaced. Then, pole 17/44 is to be replaced four feet (4') southeast from its original position. The pole and anchor guy for pole 17/44 are also to be replaced. Then, pole 17/45 is to be replaced four feet (4') southeast from its original position.

The pole and anchor guy for pole 17/45 are also to be replaced. Then, pole 17/49S is to be replaced four feet (4') southeast from its original position. The pole and anchor guy for pole 17/49S are also to be replaced. Then, on the northwesterly side of Millstone Road, pole 17/53 is to be replaced two feet (2') northwest from its original position. The pole and anchor guy for pole 17/53 are also to be replaced. Then, on the southeasterly side of Millstone Road, pole 17/53.5 is to be replaced four feet (4') southeast from its current position. The pole and anchor guy for pole 17/53.5 are also to be replaced. Then, pole 17/54 is to be replaced two feet (2') southeast from its current position. The pole and anchor guy for pole 17/54 are also to be replaced. Then, pole 17/55 is to be replaced four feet (4') southeast from its current position. The pole and anchor guy for pole 17/55 are also to be replaced. Then, pole 17/56 is to be replaced two feet (2') southeast from its current position. Then, pole 17/57 is to be replaced two feet (2') southeast from its current position. The pole and anchor guy for pole 17/57 are also to be replaced. Then, on the northwesterly side of Millstone Road, pole 17/59 is to be replaced two feet (2') northwest from its current position. The pole and anchor guy for pole 17/59 are also to be replaced. Then, pole 17/60 is to be replaced two feet (2') northwest from its current position. The pole and anchor guy for pole 17/60 are also to be replaced. Then, pole 17/61 is to be replaced two feet (2') northwest from its current position. The pole and anchor guy for pole 17/61 are also to be replaced. Then, pole 17/62 is to be replaced two feet (2') northwest from its current position. The pole and anchor guy for pole 17/62 are also to be replaced. Then, pole 17/63 is to be replaced two feet (2') northwest from its current position. The pole and anchor guy for pole 17/63 are also to be replaced.

**NECESSITY – To facilitate sidewalk project on Millstone Road.**

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **MA2023-54** Dated **January 30<sup>th</sup>, 2024**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.


Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By   
Daryl Crossman - Manager - Rights of Way

Dated this 22 day of FEB, 2024.

NSTAR ELECTRIC D/B/A EVERSOURCE ENERGY

By   
Right of Way Representative

Dated this 11 day of MAR, 2024.

**Archived:** Thursday, April 4, 2024 4:35:40 PM

**From:** [Donna Kalinick](#)

**Mail received time:** Mon, 1 Apr 2024 19:58:04

**Sent:** Monday, April 1, 2024 3:58:05 PM

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

**Cc:** [Richard Leibowitz](#) [Erika Mawn](#)

**Subject:** RE: Sea Camps - Safety inspections

**Importance:** Normal

**Sensitivity:** None

---

Hi Erika, thank you. The fees will be waived. Erika M. please put this as an FYI in the 4/8 SB packet. thanks, Donna

---

**From:** Erika Glidden <eglidden@brewster-ma.gov>

**Sent:** Monday, April 1, 2024 3:47 PM

**To:** Donna Kalinick <dkalinick@brewster-ma.gov>

**Cc:** Richard Leibowitz <rleibowitz@brewster-ma.gov>

**Subject:** Sea Camps - Safety inspections

Hi Donna,

Ed Barber stopped by last week to request the safety inspections for 8 buildings at the Sea Camps for a total of \$180.

How would you like to handle the fee waiver?

Thanks,

Erika

*Erika Glidden*

Senior Department Assistant

Building Department

508-896-3701 x 1226

*Beginning March 21, Brewster Town Offices will be 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)*



# Consumer Assistance Council, Inc.

444 Waquoit Highway  
Suite 5, #11  
East Falmouth, MA 02536

Telephone: 508-771-0700  
Fax: 508-771-3011  
[info@consumercouncil.com](mailto:info@consumercouncil.com)

Bruce Blackwell, *Executive Director*

## INVOICE

To: Conor Kenny, [ckenny@brewster-ma.gov](mailto:ckenny@brewster-ma.gov)  
Organization: Town of Brewster  
Address: 2198 Main Street, Brewster, MA 02632

[REDACTED]

From: Consumer Assistance Council, Inc.

### Services:

Advocacy and educational services for adults and students; families-at-risk; veterans; seniors; legal referral services; services addressing housing needs; services addressing scams and improper business/credit collection practices.

[REDACTED]

### Statistics:

The CAC opened and closed 18 official consumer and business cases from residents during this period. We also provided advice and counsel to numerous other residents for whom official cases were not opened.

Economic recoveries were \$310. for residents of Brewster during this billing period, but our caseload for this timeframe were more related to restoration of credit, completion of construction projects, successful repairs to vehicles and appliances, etc.

[REDACTED]

Thank you for your support!

[REDACTED]