



Town of Brewster Select Board

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

SELECT BOARD MEETING AGENDA

2198 Main Street
April 24, 2023 at 5:00 PM

Select Board

David Whitney
Chair

Edward Chatelain
Vice Chair

Kari Hoffmann
Clerk

Mary Chaffee

Cynthia Bingham

Town Manager
Peter Lombardi

Assistant Town
Manager
Donna Kalinick

Project Manager
Conor Kenny

Executive
Assistant
Erika Mawn

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

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

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

Zoom Webinar: <https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWWhVU09kanUzQT09>
Passcode: 509224

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

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

1. Call to Order
 2. Declaration of a Quorum
 3. Meeting Participation Statement
 4. Recording Statement
 5. Executive Session
 - 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
 - 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 (Fire Union)
- 6:00 PM – Anticipated Start Time for Open Session
6. Vote on FY24-26 Fire Union Contract & Related Spring 2023 Annual Town Meeting Warrant Article ([pages 3-66](#))
 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. Under the Open Meeting Law, the Select Board is unable to reply but may add items presented to a future agenda.
 8. Select Board Announcements and Liaison Reports
 9. Town Manager's Report ([pages 67-71](#))
 10. Consent Agenda ([pages 72-247](#))
 - a. Meeting Minutes: March 27 and April 3, 2023
 - b. FY24 Barnstable County Retirement Association Cost of Living Adjustment
 - c. Sign and Post May 16, 2023 Annual Town Election Warrant
 - d. Select Board Delegation of Utility Pole & Underground Cable and Conduit Petitions to Town Manager
 - e. Approve and Sign Preservation Restriction Agreement between Town and Brewster Historical Society for Cobb House at 739 Lower Road
 - f. Fee Waiver Request: Late Fees for Annual Mooring Application



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- g. One Day Entertainment Applications and Fee Waiver Request: Nauset Garden Club of Cape Cod
 - h. Facility Use Applications: Brewster Historical Society (and Fee Waiver Request) and Kaleidoscope Craft Fair
 - i. Request from Brewster Whitecaps for Temporary Signage and Fee Waiver at Brewster Beaches
 - j. Town Landing and Public Beach Access Requests: Point of Rocks Landing, Ellis Landing and Breakwater Landing
11. Discuss and Vote on Proposed License Agreement with Brewster Conservation Trust Regarding Lower Road Community Garden (pages 248-252)
 12. Appoint Select Board Liaison to Drummer Boy Park Advisory Committee (pages 253-270)
 13. Review Select Board Spring 2023 Town Meeting Warrant Article Assignments (pages 271-273)
 14. Discuss and Vote to Add New Alternate Members to the Council on Aging Board (pages 274-301)
 15. Presentation by Cape Organization for Rights of the Disabled (CORD) - Alexa Paige (pages 302-306)
 16. Update on Agricultural Commission - Peter Hermann (pages 307-348)
 17. Presentation on Hydration Station Initiative - Paul Anderson, Water Superintendent (pages 349-367)
 18. Discuss Draft Letter to Nauset Regional School Committee Seeking to Re-open Regional School Agreement (pages 361-367)
 19. Discuss and Vote on Proposed Employee Separation Policy (pages 368-370)
 20. FYIs (pages 371-411)
 21. Matters Not Reasonably Anticipated by the Chair
 22. Questions from the Media
 23. Next Meetings: May 1, May 8, May 17, May 22, and June 5, 2023
 24. Adjournment

Date Posted:
04/20/2023

Date Revised:

Received by Town Clerk:

BREWSTER TOWN CLERK

23 APR 20 2:36PM

Town of Brewster



ANNUAL TOWN MEETING

WARRANT

for

May 1, 2023

at

6:00 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

**TOWN OF BREWSTER
ANNUAL TOWN MEETING WARRANT
May 1, 2023**

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The Forgotten Village of South Brewster

In its early years, Brewster was part of the Town of Harwich. Then known as North Parish, Brewster had settlements around the Congregational Church (now First Parish Church), Main Street, and Stony Brook Road. Development continued along the important roadways of Harwich Road (Route 124), Tubman Road and on Long Pond Road (Route 137), the roadway connecting Chatham and Cape Cod Bay. In 1803, when North Parish separated from Harwich and became Brewster, the Long Pond Road area soon came to be known as South Brewster.

As Brewster's economy centered on Stony Brook's Factory Village, agricultural development took hold along Long Pond Road. Much of the land on the Cape had been deforested as the demand for wood for houses, ships and salt works grew. While the soil on this deforested land was not rich, South Brewster farmers grew rye, corn, oats, peas, and potatoes. They produced wool, butter, and hay, and they raised sheep and some cattle. By the mid-1800s, Brewster had one of the highest number of farms on the Lower Cape.

The Village

While South Brewster extended along Long Pond Road out to the boundary between Harwich and Brewster, the majority of houses clustered along Harwich, Tubman and Long Pond Roads. Some of the earliest houses, built in the 1700s and early 1800s, can still be found on these roads. There are a number of agricultural barns that survive from these years. Most are English Style barns with entrances located on one of the long sides. The New England Style gable front form barn developed in more prosperous farming regions in the mid-19th century.

One family dominated this area. Much of the land was owned by the heirs of Moses Hopkins (1722-1776). The family were descendants of Stephen Hopkins who sailed to America on the Mayflower. One descendant, also named Moses Hopkins (1783-1864), owned land on Long Pond Road and deeded or sold parcels to his family or friends who then built houses and farmed the land. A village developed from Tubman Road along Long Pond Road to what is now Sheep Pond Drive. This area was known as Sleepy Hollow, probably due to the hilly terrain.

The village had a store, cemetery and a school house. The Hopkins' family relatives ran a blacksmith shop where Tubman and Long Pond Roads meet. A post windmill was also moved there from Orleans in the early 1800s and was used for turning wood making fence and bed posts. The Brewster Historical Society has one of these bed posts in their collection.

As this was one of the highest spots in Brewster, now called Tower Hill, there was a signal post established topped with a barrel. When lit, it signaled the arrival of the packet ships at Breakwater Landing.

The Outliers

The house just south of Sheep Pond Drive belonged to the Howes family. It is believed that the land now known as Sheep Pond Estate had been deeded to the family by the Queen of England in the early 1700s. There is no indication that the family was part of the farming community.

Further on, a smaller South Brewster neighborhood was established around Old Long Pond Road and a number of 19th century houses in this area still survive. The neighborhood, mostly self-sufficient farms with some orchards, had a small store, school house and blacksmith shop. These South Brewster families seemed to prefer a quieter life rather than being close to the Brewster town center.

Changes

One of the major changes in Brewster was the arrival of the Cape Cod Railroad in 1865. The South Brewster Depot was established where Tubman, Long Pond and, what is now Underpass Road meet. The wider availability of goods brought by rail, along with larger economic factors, contributed to the decline of industry in Brewster. Even the arrival of the railroad did not bring new industry or stop the decline in population during this period. Brewster lost almost half its population between 1870 and 1910.

As Brewster's industry declined, agriculture remained important as the town's primary economic support. However, deforestation and early agricultural practices had taken its toll on farming so much so that when Thoreau visited the Cape between 1849 and 1855 he described "...soil no farmer would think of cultivating. It was hard to distinguish soil from sand." And yet, farmers continued to grow a variety of crops, maintain orchards, and raise their livestock. Over the decades, these small farmers of South Brewster overcame the challenges of the land and weather and made a significant contribution to the development of the town.

The historic houses of South Brewster are under the protection of the Old Kings Highway Historic District. Further information on South Brewster can be found on the Massachusetts Cultural Resource Information System (MACRIS).

Patricia Hess is a member of the Brewster Historical Commission. The Commission has researched all the historic houses in town and the narratives (known as Form B) can be found in the reference section of the Brewster Ladies Library. Many thanks to Katherine Grover for her detailed research into all of the South Brewster historical houses.

INFORMATION FOR MAY 1, 2023

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, April 26th. Rides are available during the entirety of Town Meeting.

TRANSCRIPTION SERVICES:

A real-time transcription of Town Meeting is available for the hearing impaired. Look for the screen to the right of stage.

CHILD CARE SERVICES:

Nauset Youth Alliance provides free childcare services for children ages 5 – 14, from 5:30 pm – 8:30 pm, 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 4:00 pm on Friday, April 28th; 508-896-7900 or drost@nausetyouthalliance.org

TOWN MODERATOR INFORMATION FOR BREWSTER VOTERS

Brewster Voters:

To prepare residents in advance, we are providing information here that will be helpful to everyone who plans to attend. In the interest of expediting introductory remarks, we appreciate your attention to the following procedures for the May 2023 Town Meeting:

1. **Attendance:** Please do not attend Town Meeting if you have recently tested positive for COVID, have any COVID symptoms, or have recently been in contact with a person diagnosed with COVID.
2. **Check-in:** Will start at 5pm in the hallway above the library. If you have a mobility issue, please move to the beginning of the check-in line.
3. **Town Warrants:** Copies of the Town Warrant will be available; voters are invited to bring their own copy.
4. **Town Officials Participating in Town Meeting**
 - Select Board: Chair David Whitney, Ned Chatelain, Kari Hoffmann, Mary Chaffee, and Cynthia Bingham
 - Town Manager: Peter Lombardi
 - Assistant Town Manager: Donna Kalinick
 - Town Clerk: Colette Williams
 - Finance Committee: Chair Pete Dahl, Frank Bridges, William Meehan, Honey Pivrotto, Robert Young, Alex Hopper, Robert Tobias, Andrew Evans and William Henchy
 - Finance Director: Mimi Bernardo
 - Town Counsel: Lauren Goldberg of KP Law
 - Constable: Roland Bassett, Jr.
5. **Meeting Rules of Order**
 - Brewster uses “Town Meeting Time: A Handbook of Parliamentary Law” as well as local practice and tradition.
 - Please be respectful and courteous to others. All questions or comments should be directed only to the Moderator.
6. **Time Clock:** Under our bylaw, presenters may speak for up to 5 minutes, and residents may speak for or against an article for up to 3 minutes.
7. **Voting**
 - All voting will be done by a show of hands using voter tickets. The Moderator will evaluate the show of hands and announce the result.

- Voters may challenge the Moderator’s result; if more than 7 request a count, one will be done.

8. Microphones

- Stationary microphones will be set up at the front of each aisle in the voter seating area. Please state your name and address when you speak.

9. Motions

- Amendments:
 - If a minor amendment is proposed, the Moderator may accept it verbally.
 - If a longer amendment is offered, provide it in writing to the Town Clerk or her staff.
- If you are unclear at any time about an action, raise your voter ticket to be recognized and state, “Point of order.”

10. Services

- If you need handicapped parking, special seating, or any other type of assistance, please contact the Town Manager’s office (508-896-3701 ext. 1100) before Town Meeting. Handicapped parking will be available in the front of the school in the bus drop-off area.
- Space will be available for voters using wheelchairs. Those with impaired mobility can access the check-in line via the main entrance at the front of the building.
- A real-time transcription of Town Meeting will be available for the hearing impaired on the screen to the right of stage.
- Nauset Youth Alliance provides free childcare services for children ages 5 – 14, from 5:30 pm – 8:30 pm, in the Art Room during Town Meeting. If you would like to take advantage of this service, please call or email the NYA before 4:00 pm on Friday, April 28th; 508-896-7900 or drost@nausetyouthalliance.org
- Nauset Youth Alliance also provides food and beverages for purchase from 5:30 pm – 8:00 pm during Town Meeting.
- 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, April 26th. Rides are available during the entirety of Town Meeting.

11. **Handouts/Flyers:** A designated area will be available for distribution of materials to voters.

12. **Thank you.** I appreciate your commitment to conducting the Town’s business and participating in our local democracy in a respectful manner.

Charles Sumner, Town Moderator

REPORT OF THE FINANCE COMMITTEE

Fiscal Year 2024

Dear Town Meeting Members:

As we come to our Annual Town Meeting in May 2023, the conduct of the Town's business seems to have returned to normal. Meetings are held in person with remote options and citizens are out exercising their right to attend meetings and direct the governance of our town. Our Town employees have been flexible, caring, and resilient in the face of a constantly changing environment and we owe them our thanks. The Finance Committee commends their work and continues to support their efforts.

The Finance Committee consists of up to nine members appointed by the elected Town Moderator. Our primary role is to advise Town Meeting voters on all the articles contained in the Town Meeting Warrant and inform your debate and deliberations with our reviews and recommendations. This committee takes that role seriously. Since the Annual Town Meeting on May 15th, 2022, the Finance Committee met 20 times, attended Special Town Meetings in the Fall and in March 2023, and discussed and voted on every article that appears before this Town Meeting.

Town Operating Budget

Our votes recommending your approval of the Town Operating Budget as well as those in support of Golf Department, Water Department, & Capital and Special Projects Expenditures are the result of our having the opportunity to meet jointly with the Select Board to hear budget presentations by, and ask questions of, Town Department Heads. You may watch the video recordings of these meetings and we hope you will agree with our recommendations. The operating budget requested for FY 2024 (July 1, 2024 – June 30, 2025) is \$25,309,899 and represents a 4.2% increase over the prior period. In this high inflationary period, the Finance Committee considered this budget reasonable and recommended Town Meeting support it by a vote of 8-0-0. The Finance Committee voted to recommend Town Meeting approval of the Water Department Budget of \$2,897,932 and the Golf Department budget of \$4,386,855 each by a vote of 8-0-0. As both departments are now enterprise funds, they are self-sustaining.

Capital Requests

For FY2023, the Town is requesting \$2,321,748 for various capital expenditures (Article 10). The Finance Committee supports this investment in our infrastructure. It is important to continually upgrade the assets of our Town for both safety and efficiency. The use of Free Cash for much of this expenditure represents a prudent approach to capital spending. The Finance Committee voted unanimously in support of these projects.

School Operating Budgets

School budgets represent a significant share of the spending you will decide upon at Town Meeting.

Cape Cod Technical High School - Brewster is one of twelve towns in the Cape Cod Regional Technical High School District; Brewster's assessment is based on enrollment and appears in Article 1. Brewster's assessment will vary from year to year, but overall, the Cape Tech budget has increased by a reasonable 3.9%. Brewster's FY24 assessment is actually set to decrease based on revenue offsets and a reduction in Brewster student enrollment. The Finance Committee continues to support the work of the administration and staff of Cape Cod Technical High School and voted 9-0-0 to support their budget.

Brewster School Department - The funding request for the Stony Brook School (grades PreK-2) and the Eddy School (grades 3-5) – appears in warrant Articles 2 and 3. Brewster Elementary Schools are administered as part of the Nauset Regional School District but Town Meeting votes on their budget separately. The Brewster School Committee is requesting \$11,072,556 to operate the schools during FY2024. Town Administration has determined that a 4% increase, or \$10,755,678, can be supported within the levy limit via Article 2 but that an operating override of \$316,878, representing an additional 3.73%, is required to fully fund the school's budget request via Article 3. School leadership has seen increasing financial pressures as it has adjusted staff to meet the changing educational needs of our elementary school age students. The Finance Committee voted 6-2-0 to support the budget, and 5-3-0 to support the override.

Nauset Regional High School – As you can see in the Select Board's votes, the Regional School budget has presented a significant challenge to the Town's finances this year. Brewster is the largest of the four towns in the Nauset Regional School District that includes a Regional Middle School and a Regional High School. Brewster's assessment, based on enrollment, appears in warrant Articles 4 and 5. Note that you elect representatives from Brewster to School Committees overseeing each of the Brewster Elementary and Nauset Regional School districts in the annual Town Election.

The Nauset Regional School Committee is requesting \$27,763,994 to operate the Nauset district during FY2024. Based on student enrollment, Brewster's share of the district operating budget next year is \$13,359,244. As is the case with the Elementary school budget, Town Administration determined that a 4% increase, or \$12,711,524, could be supported within the existing levy limit via Article 4 but that an operating override of \$647,720 would be required to fully fund the district's budget request via Article 5. The Finance Committee members voted to recommend the Nauset Regional Public School's budget (the portion funded within the levy) by a vote of 5-3-0. The general sense of the Finance Committee is that the 4% increase that fits into our levy limit represents a reasonable increase. A majority of the Committee felt that while the 7.69% increase requested by the Nauset Regional School Department might be the result of inflationary pressure and student needs, they could not support the request given the continued and projected declines in District enrollment. A minority of the Committee recommended approval of the

budget out of concern that large cuts to the FY 2024 budget would result in significant negative impacts to the educational program.

The Finance Committee voted 3-6-0 not to support the \$647,720 override. This vote against the override represents several positions from committee members. Some members of the committee are of the view that if voters in Brewster and at least one other town in the district reject the Nauset budget, this would force a reconsideration and re-submission of a revised budget by the Nauset School Department. The Finance Committee was clear that while this could necessitate an additional Town Meeting and override election to ensure municipal services are NOT affected should the current budget be approved by the voters in the other three district towns, the effort is necessary. Others on the Finance Committee look at declining enrollment trends and feel the request for additional funds is not supportable. Three members of our committee favor the override and see the increase as necessary to support the educational mission of the district.

The Finance Committee also notes that the \$2,194,957 requested for Debt Service is only a part of the Debt Service that will be required to fund the Nauset High School project. Brewster can expect its debt assessment to dramatically increase once the project's debt is fully issued.

The Finance Committee continues to insist that the Nauset Regional School Department take whatever steps necessary to require the towns of Provincetown and Truro to join the district. This would have the effect of formally assessing these towns for a portion of the school debt. The new Nauset Regional high School is being built to house the students of those towns.

In addition, the Finance Committee has requested both the Brewster School Committee and the Nauset Regional School Committee consider expanding strategic planning, including by developing a multi-year financial plan, to respond to the concerning trends in overall costs (increasing), per-pupil costs (increasing), and overall enrollment (declining). The intersection of these trends will continue to present financial difficulties for the foreseeable future.

The Finance Committee applauds the education that the Brewster Schools, the Nauset Public Schools, and the Cape Cod Technical High School provide to the students of Brewster. The hard work of our teachers and staff continues to provide our children with a first-class education. The Finance Committee notes that, along with the high educational excellence rating, Nauset District cost per student is also among the highest in the state, compelling the Finance Committee to seek a better understanding of the value - costs and benefits – of School Choice.

In closing, we would like to thank the many Town and School employees for their efforts in service to the residents of Brewster. We especially acknowledge and appreciate our close working relationship with the Select Board, Town Manager, Finance Director, Assistant Town Manager, and the many Department Heads and their staff who helped us understand the work they do, and the budgets and other warrant articles here presented. The effort put forward by this team has been extraordinarily effective in keeping the Town of Brewster moving in the direction both desired and expected by the citizens and taxpayers of Brewster.

Finally, we thank you, the voters who attend Town Meeting and undertake to do the business of the Town. We are proud to serve you and the Town of Brewster.

Respectfully submitted,

Harvey (Pete) Dahl, Chairman

Frank Bridges, Vice Chair

William Meehan, Clerk

Andrew Evans

Alex Hopper

Honey Pivirotto

Robert Tobias

Robert Young

William Henchy

TOWN OF BREWSTER			
FISCAL YEAR 2024			
INCREASE IN TAX LEVY		TAX RATE INCREASE	MEDIAN SINGLE FAMILY TAX BILL IMPACT
\$250,000	=	\$0.04	\$27
\$500,000	=	\$0.09	\$55
\$750,000	=	\$0.13	\$82
\$1,000,000	=	\$0.17	\$110
\$1,250,000	=	\$0.22	\$137
\$1,500,000	=	\$0.26	\$164
\$1,750,000	=	\$0.30	\$192
\$2,000,000	=	\$0.34	\$219
\$2,250,000	=	\$0.39	\$247
\$2,500,000	=	\$0.43	\$274
\$2,750,000	=	\$0.47	\$302
\$3,000,000	=	\$0.52	\$329
\$3,250,000	=	\$0.56	\$356
\$3,500,000	=	\$0.60	\$384
\$3,750,000	=	\$0.65	\$411
\$4,000,000	=	\$0.69	\$439
\$4,250,000	=	\$0.73	\$466
\$4,500,000	=	\$0.77	\$493
\$4,750,000	=	\$0.82	\$521
\$5,000,000	=	\$0.86	\$548

As you consider budget-related articles included in this year's Annual Town Meeting warrant, this chart identifies the anticipated tax rate and tax bill impacts on a property valued at \$636,700, the current median single-family residential property value. This chart only applies to the budget articles funded by property taxes – Articles 1-6. Articles 7-12 are financed through other funding sources. The above calculations are based on the Town's total property valuation of \$5,807,261,160 for Fiscal Year 2023, which is updated on an annual basis.

TOWN OF BREWSTER PROJECTED CAPITAL PROJECTS IN EXCESS OF \$100,000 *					
DEPARTMENTAL INDEX	FY2023	FY2024	FY2025	FY2026	FY2027
SELECT BOARD/ TOWN ADMINISTRATION					
Integrated Water Resource Planning/Implementation	135,000	100,000	100,000	100,000	100,000
Golf Course Septic Upgrade (IWRMP)			200,000		
Ponds Alternative Septic Pilot (IWRMP)		300,000			
Sea Camps Comprehensive Planning	250,000				
Sea Camps Bay Property Site Remediation	420,000				
Electronic Records Archival Database Project			100,000	100,000	100,000
Pool Revolving Fund- Seed Money	200,000				
Community Center Feasibility Study			300,000		
BREWSTER AFFORDABLE HOUSING TRUST					
Millstone Road Housing		1,000,000			
FACILITIES					
Town Hall Window Replacement	150,000	100,000			
Crosby Cottage #3 Renovation			150,000		
POLICE					
Vehicle Replacement	115,000	155,000	115,000	155,000	115,000
Dispatch Console				225,000	
NATURAL RESOURCES					
Freemans Pond Culvert Wing Walls		480,000			
Stony Brook Mill Retaining Wall & Fishway Improvements	240,000	939,000			
Bike Trail Extension (Linnell Landing)				800,000	1,100,000
Low Lying Roads Improvements			100,000		
BREWSTER ELEMENTARY SCHOOLS					
Stony Brook School Roof Design			450,000		
Stony Brook School Asphalt & Rubber Roof Replacement				3,000,000	
Eddy School Resurface Parking Lot & Drive			250,000		
Eddy School Sidewall Shingle Replacement			400,000		
Stony Brook HVAC Replacement			8,042,362		
Stony Brook HVAC Design		725,000			
NAUSET REGIONAL SCHOOLS					
High School Renovation		4,254,577	4,254,897	4,254,707	4,256,272
NRHS Annual Capital Allocation	278,577	285,541	292,680	299,997	307,497
DEPARTMENT OF PUBLIC WORKS					
Drainage/Road Maintenance	225,000	250,000	275,000	300,000	325,000
Millstone Road Construction	500,000	4,000,000	1,200,000		
Route 137 Design & Construction					2,000,000
Other State Aid (Ch 90) Road Projects	311,292	315,000	315,000	315,000	315,000
P-2 One Ton Dump Truck 2012		110,000			
L-3 Loader/Backhoe 2006	200,000				
H-9 Silverado 1 ton 2015		110,000			
H-6 Dodge Ram 2015				120,000	
CCSC Pool Parking Lot Construction	250,000				
L-5 BRC Rolloff Truck Replacement					225,000
Multi-Purpose Tractor				225,000	
Breakwater Rd. & Foster Rd. Repaving	186,935				
WATER ENTERPRISE FUND					
Master Plan Update			250,000		
Tanks Exterior Painting	110,000	200,000	200,000	200,000	200,000
COUNCIL ON AGING					
COA Roof Replacement				170,000	
BREWSTER LADIES LIBRARY					
Exterior Trim Repairs & Replacement / Painting		200,000			
Elevator Replacement (Design & Construction)	300,000				
RECREATION					
Town Hall Fields ADA & Upgrade Project					250,000
Gages Field ADA & Upgrade Project				205,000	
Freemans Way Irrigation Replacement					500,000
Sailing & Pond Equipment				100,000	
GOLF ENTERPRISE FUND					
Additional Clubhouse Window & Door Replacement	125,000				
Maintenance Building Design		200,000			
Maintenance Building Replacement			280,000	272,000	264,000
Cart Path Improvements	120,000				120,000
Equipment Replacement	380,000	315,000	250,000	200,000	200,000
Irrigation Replacement Construction (36 holes)				616,850	598,975
Driving Range Improvements		100,000			
TOTAL REQUESTS	4,496,804	14,139,118	17,524,939	11,658,554	10,976,744
SOURCE OF FUNDS					
American Rescue Plan Act	420,000				
Brewster Affordable Housing Trust		750,000			
Cell Tower Revenues				150,000	
Chapter 90 (State Aid for Roads)	311,292	315,000	315,000	315,000	315,000
Community Preservation Act		350,000		205,000	500,000
Excluded Debt	0	4,979,577	12,747,259	4,254,707	6,256,272
Federal Grants		1,179,000			
Free Cash	1,990,000	1,075,000	1,340,000	1,325,000	1,115,000
Golf Retained Earnings	625,000	615,000	530,000	1,088,850	1,182,975
Raise & Appropriate	278,577	285,541	292,680	299,997	307,497
Road Bond	500,000	4,000,000	1,200,000		
Short Term Debt	0	0	550,000	3,000,000	0
State Grants	75,000	240,000	100,000	800,000	1,100,000
Water Quality Stabilization	0	150,000			
Water Retained Earnings	110,000	200,000	450,000	200,000	200,000
Winter Recovery Assist. Program (State Aid for Roads)	186,935				
Recreation Revolving Fund				20,000	
TOTAL REVENUES	4,496,804	14,139,118	17,524,939	11,658,554	10,976,744

* This chart reflects the major potential projects on the Town's 5-Year Capital Improvement Plan as of January 2023

HEALTH AND HUMAN SERVICES REPORT

Below please find the Health and Human Services Committee’s funding recommendations for 17 non-profit agencies that support Brewster citizens. We are grateful for the services of these 17 incredible agencies. Every year, these agencies help our neighbors through tough times, and times have never been tougher than they are now.

AGENCY	FY24 Recommended	FY23 Award	FY22 Award
AIDS Support Group of Cape Cod	\$5,000	\$5,000	\$4,000
Alzheimer’s Family Support Center	\$11,000	\$11,000	\$10,000
Cape Abilities	\$7,000	\$7,000	\$7,000
Cape Cod Children’s Place	\$10,500	\$10,500	\$9,000
Consumer Assistance Council	\$600	\$600	\$600
Duffy Health Center	\$1,500	\$1,000	\$1,000
Elder Services of Cape Cod	\$9,120	\$8,600	\$8,600
Family Pantry of Cape Cod	\$5,000	\$5,000	\$5,000
Food 4 Kids–Church of the Holy Spirit	\$3,500		
Gosnold			\$12,000
Homeless Prevention Council	\$15,000	\$15,000	\$15,000
Independence House	\$12,000	\$10,000	\$9,000
Lower Cape Outreach Council	\$12,000	\$10,000	\$9,500
Nauset Together We Can	\$1,500	\$1,500	\$1,500
Nauset Youth Alliance	\$16,000	\$16,000	\$17,000
Outer Cape Health Services	\$15,000	\$15,000	\$15,000
Sight Loss Services	\$2,000	\$1,500	\$1,500
South Coastal Counties Legal Services	\$4,350	\$4,250	\$4,200
Total	\$131,070	\$121,950	\$129,900

This year, we had two new applicants: (1) Cape Cod Christian Academy requesting \$10,000, and (2) Food 4 Kids sponsored by Church of the Holy Spirit requesting \$3,500. Both organizations are faith-based, so we contacted Town Counsel through Town Project Manager Conor Kenny. Town Counsel determined that the services provided by Cape Cod Christian Academy are not eligible for town funding due to the fact that Cape Cod Christian Academy is operating as a private school; the Committee voted unanimously to remove the application from consideration. On the other hand, Town Counsel determined that Food 4 Kids is eligible for town funding because the provided services are not religious in nature, and they are free to all children. The mission of Food 4 Kids is to provide free food and free books to Cape Cod children during the summer when school is out. In the summer of 2022, Food 4 Kids provided 2,684 free meals to Brewster children at an estimated cost of \$16,138. The Committee voted unanimously to recommend fully funding the \$3,500 request from Food 4 Kids.

Of the 16 re-applying organizations, the Committee voted to recommend level funding for 10 organizations and increased funding for 6 organizations. In total, the 17 eligible organizations requested \$141,070, and the Committee recommends granting \$131,070. Although the consensus of the Committee is that most organizations are worthy of full funding, the Committee did its best to trim as much as possible to be consistent with recent budgets. The Committee's FY24 recommendation is 0.9% above the approved FY22 budget of \$129,900. (The FY23 budget was anomalous due to Gosnold's unexpected withdrawal of its request of \$12,000.)

The needs of Brewster residents are on the rise, and the costs to meet those needs are also on the rise. A 2.5% annual budget increase allows us to recommend substantial funding for all the great organizations that apply, even if the 2.5% annual budget increase does not permit funding their requests in full. The impossible challenge is when new organizations apply. As it stands, in order to fund a new organization, we have to defund returning organizations, but those returning organizations are continuing to do essential work at increasing costs. Going forward, the Health and Human Services Committee intends to consult with the Select Board, Finance Committee and Town Manager's Office to come up with a solution consistent with the values and economics of the Brewster community. One possible solution is that the Committee makes two sets of recommendations instead of the one traditional set for all applicants. The first set would be funding recommendations for returning organizations, and the Committee would follow town budgetary guidelines. The second set would be additional funding recommendations for the additional organizations. Of course, this is but one solution, and the Committee looks forward to working with the Select Board, Finance Committee and Town Manager's Office to come up with the right solution for Brewster.

Following is but one highlight from each organization that reapplied for funding:

Aids Support Group of Cape Cod, in FY22, in addition to a Cape-wide overdose prevention program, served 47 Brewster residents with prevention and screening services and 11 Brewster residents with medical case management.

Requested Funding: \$5,000

Recommended Funding: \$5,000

Alzheimer's Family Support Center, in FY22, served 279 Brewster residents for a total of 1,031 hours of services including support groups, ongoing phone support, counseling, care consultation, memory screenings, education, outreach and social and cultural events with a conservatively estimated total cost of \$36,085 per year.

Requested Funding: \$15,000

Recommended Funding: \$11,000

Cape Abilities, in FY22, served 19 Brewster residents with vocational training, supported employment, day habilitation, life skills, community-based day supports, residential services, adult family care and shared living.

Requested Funding: \$7,000

Recommended Funding: \$7,000

Cape Cod Children's Place, in FY22, served 125 Brewster parents and children with family support visits, play groups, and parenting education classes (700 Units of Service).

Requested Funding: \$11,000

Recommended Funding: \$10,500

Consumer Assistance Council, in FY22, closed 16 Brewster cases for whom they recouped/saved \$9,071.

Requested Funding: \$1,100

Recommended Funding: \$600

Duffy Health Center, through their In From The Streets Program in FY22, served 2 Brewster clients by providing 32 nights of emergency safe shelter with a conservatively estimated total cost of \$3,520.

Requested Funding: \$1,500

Recommended Funding: \$1,500

Elder Services, in FY22, delivered 8,731 free Meals-on-Wheels to 90 Brewster residents with an estimated total cost of \$107,827.

Requested Funding: \$9,120

Recommended Funding: \$9,120

Family Pantry of Cape Cod, in FY22, provided food (6,496 grocery bags of food), clothing, healthy-eating education and a mobile pantry to 557 Brewster residents, for an estimated total cost of \$53,873.

Requested Funding: \$5,000

Recommended Funding: \$5,000

Homeless Prevention Council, in CY21, provided case managers enabling a broad range of individualized services for 256 Brewster clients with an estimated total cost of \$86,058.

Requested Funding: \$18,000

Recommended Funding: \$15,000

Independence House, in FY22, provided an array of services including counseling, advocacy and basic needs to 290 Brewster children and adult survivors through programs such as the Child Witness to Violence Program and Child Sexual Assault Services with an estimated total cost of \$84,476.

Requested Funding: \$12,000

Recommended Funding: \$12,000

Lower Cape Outreach Council, in FY22, served 259 Brewster households through cash assistance, food, clothing, Thanksgiving baskets and holiday toys with an estimated total cost of \$201,528.

Requested Funding: \$12,000

Recommended Funding: \$12,000

Nauset Together We Can, in FY22, served Brewster middle schoolers through 144 visits to the free Youth After School Program which provides a safe, healthy, social environment for students to do homework, play and relax with adult supervision and mentoring.

Requested Funding: \$3,500

Recommended Funding: \$1,500

Nauset Youth Alliance, in FY22, served 37% of Brewster elementary schoolers by providing after-school education, care and enrichment, with an estimated total cost of \$369,797.

Requested Funding: \$16,000

Recommended Funding: \$16,000

Outer Cape Health Services, in FY22, provided 1,222 Brewster residents with 6,457 billable visits and 15,568 unbillable encounters (including uninsured patients and interactions with phone callers, web users, lab staff, pharmacy staff etc.).

Requested Funding: \$15,000

Recommended Funding: \$15,000

Sight Loss Services, in FY22, provided 364 units of service (support groups, education, referrals, home independence, adaptive aids and advocacy) to 64 Brewster residents with an estimated total cost of \$10,944.

Requested Funding: \$2,000

Recommended Funding: \$2,000

South Coastal Counties Legal Services, in FY22, provided free legal services to 23 low-income and/or elderly Brewster residents with an estimated total cost of \$42,550.

Requested Funding: \$4,350

Recommended Funding: \$4,350

The members of this committee continue to be impressed with the work of these agencies in their efforts to support our townspeople. It is clear that Brewster residents seek out these agencies for support, especially in times of crisis; it is also clear that the agencies seek to find new and more effective ways to meet the needs expressed by our residents. We hope you will approve our recommendation for a 0.9% funding increase over FY22.

TOWN OF BREWSTER ANNUAL TOWN MEETING MAY 1, 2023

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 at the Stony Brook Elementary School, 384 Underpass Road, on **Monday, May 1, 2023**, next, at 6:00 p.m. o'clock in the evening, then and there to act upon the following articles:

CAPE COD REGIONAL TECHNICAL HIGH SCHOOL BUDGET

ARTICLE NO. 1: 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, 2024, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2022</u>	<u>APPROPRIATED FY2023</u>	<u>REQUESTED FY2024</u>
CAPE COD TECH OPERATING ASSESSMENT	804,633	1,115,633	992,867
DEBT ASSESSMENT	409,710	549,461	471,498
TOTAL ASSESSMENT	1,214,343	1,665,094	1,464,365

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 2024 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 3.86% over Fiscal Year 2023. Due to increases in projected revenues, the total Fiscal Year 2024 operating assessment has decreased by \$217,785 or -1.71% over Fiscal Year 2023. Brewster’s actual share of the operating assessment has decreased by a sum of \$122,766, or -11.00%, over Fiscal Year 2023, partially due to decreases in Brewster student enrollment. District-wide enrollment has increased from 656 students to 664 students, while Brewster’s enrollment has decreased from 59 to 53 students for this same period.

Select Board: Yes 5, No 0, Abs 0

Finance Committee:

Yes 9, No 0, Abs 0

ELEMENTARY SCHOOLS OPERATING BUDGET

ARTICLE NO. 2: 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, 2024, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2022</u>	<u>APPROPRIATED FY2023</u>	<u>REQUESTED FY2024</u>
ELEMENTARY SCHOOL BUDGET	7,944,131	8,148,973	8,474,932
SCHOOL FRINGE BENEFITS	1,928,092	2,342,589	2,280,746
TOTAL ELEMENTARY SCHOOL BUDGET (ARTICLE 2)	9,872,223	10,491,562	10,755,678
ELEMENTARY SCHOOL BUDGET OVERRIDE (ARTICLE 3)	-	-	316,878
TOTAL ELEMENTARY SCHOOL BUDGET (ARTICLES 2 + 3)	9,872,223	10,491,562	11,072,556

Or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

COMMENT

This article provides partial funding for the Fiscal Year 2024 operating budget for the Stony Brook and Eddy Elementary Schools. The Fiscal Year 2024 budget request for the Elementary Schools, as approved by the Brewster School Committee, is \$8,791,810, a \$642,837 or 7.89% increase over Fiscal Year 2023 operating expenses. The Town’s total elementary school assessment is increasing by 5.54% when the schools’ proportionate shares of fringe benefits expenses is applied. This article will fund the portion of the Elementary Schools’ Fiscal Year 2024 budget that can be raised and appropriated within the Town’s current levy limit, a 4.00% increase in their operating budget. Approval of supplemental funding in Article 3 and at the local ballot on May 16, 2023 is required to fully fund the \$316,878 balance of the FY24 Elementary School budget to match the amounts voted by the Brewster School Committee.

Select Board: Yes 4, No 1, Abs 0

Finance Committee:

Yes 6, No 2, Abs 0

ELEMENTARY SCHOOLS OPERATING OVERRIDE

ARTICLE NO. 3: To see if the Town will vote to raise and appropriate the sum of \$316,878 to defray the Elementary Schools' charges and expenses, for the Fiscal Year ending June 30, 2024, 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 2024 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 16, 2023 local election ballot.

Select Board: Yes 5, No 0, Abs 0

Finance Committee:

Yes 6, No 2, Abs 0

NAUSET REGIONAL 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 Nauset Regional School District charges and expenses for the Fiscal Year ending June 30, 2024, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2022</u>	<u>APPROPRIATED FY2023</u>	<u>REQUESTED FY2024</u>
NAUSET OPERATING ASSESSMENT	11,743,855	12,222,619	12,711,524
NAUSET DEBT ASSESSMENT	175,644	139,228	2,194,957
TOTAL NAUSET ASSESSMENT (ARTICLE 4)	11,919,499	12,361,847	14,906,481
NAUSET OVERRIDE (ARTICLE 5)	-	-	647,720
TOTAL NAUSET ASSESSMENT (ARTICLES 4 + 5)	11,919,499	12,361,847	15,554,201

Or to take any other action relative thereto.

(Nauset Regional School Committee)

(Majority Vote Required)

COMMENT

This article provides partial funding for the Fiscal Year 2024 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 \$27,763,994, a \$1,981,905 or 7.69% increase over Fiscal Year 2023 operating expenses. Brewster’s share of the Nauset Schools budget is \$13,359,244. Brewster’s proportionate share of total student enrollment has increased from 47.4% in Fiscal Year 2023 to 48.1% in Fiscal Year 2024. This article will fund the portion of the Nauset Region Fiscal Year 2024 operating assessment that can be raised and appropriated within the Town’s current levy limit, a 4.00% increase in their operating budget. Approval of supplemental funding in Article 5 and at the local ballot on May 16, 2023 is required to fully fund the \$647,720 balance of the FY24 Nauset Region assessment to match the amounts voted by the Nauset Regional School Committee.

Brewster’s FY24 Nauset debt assessment is increasing by \$2,055,729, which reflects approximately half of Brewster’s share of the total estimated annual debt payments related to the high school renovation project. Brewster’s share of those debt payments is expected to increase again by approximately \$2,000,000 more in FY25 once the high school project is complete and long-term excluded debt has been issued.

Select Board: Yes 1, No 4, Abs 0 Finance Committee: Yes 5, No 3, Abs 0

NAUSET REGIONAL SCHOOLS OPERATING OVERRIDE

ARTICLE NO. 5: To see if the Town will vote to raise and appropriate the sum of \$647,720 to defray the Nauset Regional School District charges and expenses, for the Fiscal Year ending June 30, 2024, 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.

(Nauset Regional School Committee)

(Majority Vote Required)

COMMENT

This article will provide the balance of funding needed to fully approve the Fiscal Year 2024 operating budget for the Nauset Regional School District. This appropriation is subject to approval of a Proposition 2 ½ override question on the May 16, 2023 local election ballot.

Select Board: Yes 2, No 3, Abs 0 Finance Committee: Yes 3, No 6, Abs 0

TOWN OPERATING BUDGET

ARTICLE NO. 6: 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 2024, including authorization for lease purchases of up to five years, as follows:

	EXPENDED	APPROPRIATED	REQUESTED
DEPARTMENT	FY 2022	FY 2023	FY 2024
<u>GENERAL GOVERNMENT</u>			
Finance Committee	4,443	105,500	105,500
Assessors	131,261	151,782	161,716
Accounting	228,491	258,343	258,426
Treasurer/ Collector	283,123	350,727	367,127
Information Technology	332,312	410,962	438,384
Legal	143,032	168,653	172,026
Moderator	300	300	300
Planning	146,419	206,412	218,325
Select Board / Town Administration	504,271	592,355	613,872
Human Resources	126,348	165,949	175,766
Town Clerk	195,237	249,324	254,921
Public Buildings	169,059	273,639	295,125
<u>SUBTOTAL GENERAL GOVERNMENT</u>	2,264,296	2,933,946	3,061,488
<u>PUBLIC SAFETY</u>			
Building Department	410,856	416,157	431,967
Fire Department	3,101,671	3,123,820	3,273,347
Emergency Management	0	0	2,500
Natural Resources	422,012	483,715	515,732
Police Department	2,883,773	2,996,585	3,101,642
Sealer of Weights & Measures	9,455	9,692	9,934
<u>SUBTOTAL PUBLIC SAFETY</u>	6,827,767	7,029,969	7,335,122

	EXPENDED	APPROPRIATED	REQUESTED
<u>DEPARTMENT</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
<u>PUBLIC WORKS</u>			
Public Works	2,010,734	2,185,153	2,280,016
Snow & Ice Removal	202,119	169,179	173,410
Streetlights	3,461	5,515	5,515
<u>SUBTOTAL PUBLIC WORKS</u>	2,216,314	2,359,847	2,458,941
<u>HUMAN SERVICES</u>			
Council on Aging	323,486	385,337	392,572
Board of Health	260,037	284,805	315,248
Veteran's Services	101,556	120,837	101,693
Public Assistance	144,900	136,950	146,070
<u>SUBTOTAL HUMAN SERVICES</u>	829,979	927,929	955,583
<u>CULTURE & RECREATION</u>			
Brewster Ladies Library	679,092	738,034	765,424
Recreation	197,204	232,235	254,337
Parades & Events	0	1,500	1,500
<u>SUBTOTAL CULTURE & RECREATION</u>	876,296	971,769	1,021,261
<u>DEBT SERVICE</u>			
Principal & Interest	2,401,101	3,321,898	2,957,645
<u>SUBTOTAL DEBT SERVICE</u>	2,401,101	3,321,898	2,957,645
<u>INSURANCE, UTILITIES & FRINGE BENEFITS</u>			
General Insurance	441,220	534,482	561,201
Utilities	415,175	505,423	538,784
Fringe Benefits	4,000,285	4,515,109	5,169,307
<u>SUBTOTAL INSURANCE & FRINGE</u>	4,856,680	5,555,014	6,269,292

	EXPENDED	APPROPRIATED	REQUESTED
<u>DEPARTMENT</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
<u>OTHER OPERATING EXPENSES & ASSESSMENTS</u>			
Assessments	28,040	29,271	31,217
Alewives	3,300	4,350	4,350
Local Service Funding	39,843	40,000	48,000
Transfer to Capital Stabilization	225,000	187,500	250,000
Transfer to General Stabilization	0	0	0
Transfer to Housing Trust	250,000	375,000	500,000
Transfer to OPEB Trust	267,000	267,000	267,000
Transfer to Brewster Elementary Schools SPED Stabilization	0	100,000	0
Transfer to Water Quality Capital Stabilization	0	112,500	150,000
<u>SUBTOTAL OTHER OPERATING EXPENSE & ASSESSMENTS</u>	813,183	1,115,621	1,250,567
<u>GRAND TOTAL OF GENERAL FUND OPERATING BUDGETS</u>	21,085,616	24,215,992	25,309,899

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will provide funding for the Fiscal Year 2024 operational budget for the Town boards, committees, and departments. The Town's General Fund operating budget, as presented in this article, exclusive of the transfers identified in Other Operating Expenses and Assessments which are funded from Short-Term Rental revenues, has increased by 4.18%. 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 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

WATER DEPARTMENT ENTERPRISE FUND OPERATING BUDGET

ARTICLE NO. 7: To see if the Town will vote, in accordance with G.L. c. 44, §53F1/2, to appropriate from Water Department receipts, transfer from available funds, borrow pursuant to any applicable statute, or otherwise fund the sum of **TWO MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED THIRTY TWO DOLLARS (\$2,897,932)** for Fiscal Year 2024 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 4.5%. Water Department expenses are fully covered by user fees.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

GOLF DEPARTMENT ENTERPRISE FUND OPERATING BUDGET

ARTICLE NO. 8: To see if the Town will vote, in accordance with G.L. c. 44, §53F1/2, to appropriate from Golf Department receipts, transfer from available funds, borrow pursuant to any applicable statute, or otherwise fund the sum of **FOUR MILLION THREE HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED FIFTY FIVE (\$4,386,855)** for Fiscal Year 2024 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 8.1%. Golf Department expenses are fully covered by user fees.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 9 : To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2024 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:

<u>Estimated revenues</u>	<u>FY24</u>
a. Estimated FY24 tax surcharge	\$1,223,691
b. Estimated FY24 state contribution (25%)	<u>\$ 358,153</u>
c. FY24 Estimated Total:	\$1,581,844

<u>FY24 Appropriations and Allocations</u>		
a. Historic Preservation Reserve appropriation	(10%)	\$158,184
b. Community Housing Reserve appropriation	(10%)	\$158,184
c. Open Space/Recreation Reserve appropriation	(10%)	\$158,184
d. Budgeted Reserve	(65%)	\$1,028,199
e. Administrative Expense (Budgeted Reserve)	(5%)	\$79,092
f. Designated Reserves for Open Space		\$31,449
g. Undesignated Fund Balance (Previous Year Carryover)		<u>\$315,520</u>
h. Total		\$1,928,812

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
1	Historic Preservation			
	a. Designated Reserves for Historic Preservation	Transfer to reserve from estimated annual revenues in accordance with G.L. c.44B, §6	Fiscal Year 2024 CPA estimated annual revenues	\$158,184
	Sub-total			\$158,184
2	Community Housing			
	a. Designated reserves for Housing	Transfer to reserve from estimated annual revenues in accordance with G.L. c.44B, §6	Fiscal Year 2024 CPA estimated annual revenues	\$158,184
	Sub-total			\$158,184

3 Open Space/Recreation				
	a. Community Preservation Bonded Debt Service	Payment of debt principal and interest for the BBJ Property, and Bates Property bonds	\$158,184 from Fiscal Year 2024 CPA estimated annual revenues and \$31,449 from Designated Reserves for Open Space	\$189,633
Sub-total				\$189,633
4 Budgeted Reserve				
	a. Administration Expense	Administration and operating expenses for Community Preservation Committee	Fiscal Year 2024 CPA estimated annual revenues	\$79,092
	b. Designated for Budgeted Reserve	Transfer to reserve from estimated annual revenues in accordance with G.L. c.44B, §6	Fiscal Year 2024 CPA estimated annual revenues	\$1,028,199
Sub-total				\$1,107,291
5 Undesignated Fund Balance (Previous Year Carryover)				
	a. Brewster Council on Aging: Accessible Outdoor Furniture for Freemans Fields	Purchase and installation of accessible benches and picnic tables	Undesignated Balance CPA Reserves	\$9,670
	b. Brewster Town Administration: Housing Coordinator	Payroll and operating costs for Part Time Housing Coordinator position to assist public with affordable housing program	Undesignated Balance CPA Reserves	\$70,850
	c. Friends or Relatives with Autism & Related Disabilities (FORWARD): FORWARD at the Rock Phase II	8 units of affordable rental housing in Dennis for developmentally disabled adults	Undesignated Balance CPA Reserves	\$125,000
	d. Housing Assistance Corporation (HAC): 107 Main Street, Orleans Affordable Rental Housing	14 units of affordable rental housing in Orleans	Undesignated Balance CPA Reserves	\$55,000

	e. Preservation of Affordable Housing Inc. (POAH) and Community Development Partnership (CDP): Juniper Hill in Wellfleet	46 units of affordable rental housing in Wellfleet	Undesignated Balance CPA Reserves	\$55,000
	Sub-total			\$315,520
	Grand Total			\$1,928,812

For Fiscal Year 2024 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 Board of Selectmen 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 2024, which is projected at 25%. 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.

1. Historic Preservation:

a. Designated Reserves for Historic Preservation – This item transfers money from FY24 estimated annual revenues to the Historic Preservation reserve for future appropriation to meet the minimum 10% statutory allocation.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

2. Community Housing:

a. Designated Reserves for Community Housing – This item transfers money from FY24 estimated annual revenues to the Community Housing reserve for future appropriation to meet the minimum 10% statutory allocation.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

3. Open Space:

a. Community Preservation Bonded Debt Service – This item pays for the \$189,633 in FY 2024 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 5, No 0, Abs 0 Finance Committee: Yes 8, 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 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

b. Designated for Budgeted Reserve – This item transfers money from FY24 estimated annual revenues to the Budgeted Reserve for future appropriation to meet the minimum statutory allocation.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

5. Undesignated Balance/CPA Reserves:

a. Brewster Council on Aging: Accessible Outdoor Furniture for Freemans Fields – This item will fund the cost of 8 weather resistant accessible benches and 2 picnic tables at Freemans Way fields to provide opportunities for exercise, socialization, and intergenerational activities

for residents. The installation will increase accessibility and enhance the improvements for this complex planned by the DPW and Recreation Department.

Total project cost: \$9,670 Funding requested: \$9,670 CPC vote: 8-0-0

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

b. Town of Brewster: Housing Coordinator – This item will fund the part-time 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 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 FY24 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: \$ 105,000 CPC Request: \$ 70,580 CPC Vote: 9-0-0

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

c. Friends or Relatives with Autism & Related Disabilities (FORWARD): FORWARD at the Rock Phase II – The project is new construction of eight affordable and supportive one-bedroom apartments at 131 Hokum Rock Road in Dennis to be completed in 2024. The housing is for Cape Codders with autism and related disabilities who can live independently. These individuals still need supportive services, health and safety supervision and access to 24 hour emergency response, but do not require a congregate setting with round the clock staffing. All apartments will be built at ground level, and all will be barrier free, fully accessible, and designed to accommodate the sensory needs of residents with developmental disabilities. Supportive services will be provided by the Massachusetts Department of Developmental Disabilities (DDS) which will select and place all residents. Affordability is restricted to incomes less than 30% of Area Median Income and all rents will be subsidized through project-based vouchers. FORWARD has been awarded CPA funding from Dennis (\$685,000). Besides this Brewster request, FORWARD has applied for CPA funds from Yarmouth and Barnstable. FORWARD also plans to submit CPA grant applications to Orleans, Sandwich, and Bourne. FORWARD is seeking \$120,000 of Brewster CPA funds for hard construction expenses. The amount requested includes a \$5,000 set-aside for CPC legal expenses related to the award.

Total Project Cost: \$4,325,000 CPC Request: \$125,000 CPC Vote: 7-2-0

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 8, No 0, Abs 0

d. Housing Assistance Corporation (HAC): 107 Main Street, Orleans Affordable Rental Housing

The project at 107 Main Street in Orleans will be a high-quality, affordable rental community with 14 rental units in a single structure with three sections in the style of a historic Cape Cod home to be completed in 2023. All 14 units will be affordable to households earning up to 80% of area median income, in accordance with applicable state regulations and guidelines. The proposed project will be an asset to the surrounding neighborhood. It is well designed both architecturally and environmentally and fits well within the context of the area in which it will be located; the location is an excellent smart growth site close to downtown Orleans and various amenities. HAC did not originally intend to request CPA funds from surrounding towns, but construction cost escalation over the past year created a funding gap on the project. Besides this Brewster request, HAC has applied for CPA funds from Eastham (\$100,000), Chatham (\$100,000), and plans to apply to Harwich. Wellfleet declined the funding request. HAC is seeking \$50,000 of Brewster CPA funds for hard construction expenses. The CPC amount requested includes an additional \$5,000 to be set aside to pay for Brewster CPC legal expenses related to the award.

Total Project Cost: \$6,764,786 CPC Request: \$55,000 CPC Vote: 6-1-1

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 7, No 1, Abs 0

e. Preservation of Affordable Housing Inc. (POAH) and Community Development Partnership (CDP): Juniper Hill in Wellfleet

– Juniper Hill is the proposed development of 46 affordable housing units located at 95 Lawrence Road in Wellfleet to be completed in 2025. Juniper Hill will be the first such housing development in decades in Wellfleet that can serve populations and stabilize the regional economy. The Town of Wellfleet recognized this need as it released a 9-acre town owned lot for development in 2021 and designated POAH and CDP as joint developers in December 2021. The property will be divided into 2 parts: an Upper Village of 22 two bedroom and three-bedroom town homes oriented for family housing, and a Lower Village with a multifamily elevator building consisting of 24 one and two bedroom flats. 35 of the 46 apartments will be targeted for families earning at or below 80% area median income (AMI), with the remaining workforce apartments intended as “workforce” housing for households earning up to 120% AMI. Wellfleet is contributing \$1.5 Million in CPA funding to this project. Besides this Brewster request, POAH/CDP have requested CPA funds from Orleans (\$100,000) and Provincetown (\$100,000). The CPC is recommending approval of \$50,000 in Brewster CPA funds to POAH/CDP for hard construction costs excluding apartments intended for families earning more than 100% AMI.

Total Project Cost: \$32,128,643 CPC Request: \$55,000 CPC Vote: 8-0-0

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 6, No 1, Abs 1

CAPITAL AND SPECIAL PROJECTS EXPENDITURES

ARTICLE NO. 10: 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 with the approval of the Select Board, 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>
1 Select Board			
a. Integrated Water Resource Management Planning (IWRMP) & Implementation	Professional services and costs for preparing studies, engineering, and coordinating water resource management planning	Free Cash	\$100,000
b. IWRMP: Captains Golf Course Fertilizer Leaching Rate Study	Professional services and costs for golf course nitrogen leaching rate study	Water Quality Stabilization	\$40,000
c. Vesper Pond Road Betterment	Professional services and costs for project expenses related to the road betterment for the Vesper Pond neighborhood	Road Betterments Receipt Reserved for Appropriation	\$26,000
Sub-Total			\$ 166,000
2 Facilities			
a. Flat Roof Replacement (Spruce Hill)	Professional services and costs associated with replacing the roof at the former Historical Society building	Free Cash	\$5,000
b. Town Hall Window Replacement	Purchase and install replacement windows and any other related costs	Free Cash	\$75,000
Sub-Total			\$80,000

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
3 Police			
a. 5 Year Strategic Plan	Professional services and costs associated with developing a five-year strategic plan for the Police Department	Free Cash	\$20,000
Sub-Total			\$20,000
4 Fire			
a. Software & Professional Services for Developing Standard Operating Guidelines	Costs for goods, materials and professional services to purchase software and develop standard operating guidelines	Ambulance Fund	\$35,000
Sub-Total			\$35,000
5 Natural Resources			
a. Stony Brook Mill Retaining Wall & Fishway Improvements	Professional services and costs for repairs and improvements to the retaining wall and fishway infrastructure at Stony Brook Mill	Free Cash	\$200,000
b. Beach & Landing Repairs and Improvements	Professional services and costs for repairs and improvements to various public beaches and public landings throughout town	Free Cash	\$30,000
c. Wildfire Management	Professional services and costs to implement and update the Town's Wildfire Management Plan	Free Cash	\$10,000
d. Walkers Pond Water Quality	Professional services and costs to improve water quality in Walkers Pond	Free Cash	\$50,000
Sub-Total			\$290,000
6 Brewster Elementary Schools			
a. Combined Technology	Ongoing information technology system and equipment improvements at Eddy & Stony Brook Elementary Schools	Free Cash	\$80,000

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
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	\$25,000
c. Eddy School Technology Infrastructure	Professional services and costs to upgrade and replace information technology infrastructure at Eddy Elementary School	Free Cash	\$96,000
d. Stony Brook Outdoor Classroom	Professional services and costs to design, purchase, and build outdoor classroom space at Stony Brook Elementary School	Free Cash	\$20,000
e. Stony Brook Firewall	Professional services and costs for upgrades to the Stony Brook Elementary School firewall system	Free Cash	\$27,000
f. Combined Security	Professional services and costs for upgrades to security systems at Eddy & Stony Brook Elementary Schools	Free Cash	\$24,000
g. Maintenance Pick-up Truck	Costs to purchase and equip one (1) pick-up truck	Free Cash	\$31,000
h. Stony Brook Code Compliance (Asset Study)	Professional services and costs to conduct a code compliance study for the Stony Brook Elementary School	Free Cash	\$100,000
Sub-Total			\$403,000
7 Nauset Regional School District			
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	\$282,748
Sub-Total			\$282,748

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
8 Public Works			
a. MS4 Stormwater Compliance	Professional services and costs to pay for MS4 stormwater compliance	Free Cash	\$90,000
b. Landfill Monitoring	Professional services and costs for regulatory landfill monitoring requirements	Free Cash	\$70,000
c. Dog Park Repairs & Maintenance	Professional services and costs for routine repairs and maintenance at the Brewster Dog Park	Free Cash	\$10,000
Sub-Total			\$170,000
9 Water Enterprise			
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 upgrade the Water Department's buildings and treatment facilities	Water Retained Earnings	\$50,000
c. Water Meter Replacement	Costs for goods, materials and professional services to maintain and replace water meters	Water Retained Earnings	\$50,000
d. Tanks Exterior Painting	Professional services and costs for painting water storage tanks	Borrowing - Water Enterprise Fund	\$650,000
e. Hydration Station Program	Professional services and costs to purchase and install municipal hydration stations	Water Retained Earnings	\$25,000
Sub-Total			\$825,000
10 Cemetery			
a. Cemetery Improvements	Professional services and costs for improving and /or upgrading Town cemeteries	Cemetery Perpetual Care Fund	\$40,000
Sub-Total			\$40,000

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
11 Brewster Ladies Library			
a. IT & Telephone Equipment Upgrades	Professional services and costs to update the phone system and information technology systems	Telecomm Revolving Fund	\$10,000
Sub-Total			\$10,000
GRAND TOTAL			\$2,321,748

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required, Except 2/3 for Debt and Stabilization)

COMMENT

1. SELECT BOARD

1a. Integrated Water Resource Management Planning and Implementation - These funds will be used to continue to advance the Town's Integrated Water Resource Management Plan including educating residents about the new stormwater bylaw, providing support and technical assistance to the Town's Water Resource Task Force and Pleasant Bay Alliance, responding to new MA Department of Environmental Protection regulations, and working on related projects, including but not limited to I/A septic systems.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

1b. Captains Golf Course Fertilizer Leaching Rate Study - These funds will be used to complete the ongoing leaching rate study at the Captain's Golf Course for the Pleasant Bay Watershed. Collection and analysis of this data may result in reductions in the Town's nitrogen mitigation requirements under our Pleasant Bay Watershed Permit.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

1c. Vesper Pond Road Betterment - These funds will be used for FY23 project design expenses related to the road betterment for the Vesper Pond neighborhood approved by Town Meeting in November 2022. Once the project is completed, the Town will impose betterment assessments on all abutting property owners who will reimburse the Town for the project costs.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

2. FACILITIES

2a. Flat Roof Replacement (Spruce Hill) - These funds will be used for a flat rubber roof replacement at the former Brewster Historical Society building, located at Spruce Hill. The long-term disposition of this structure will be determined through the Sea Camps planning processes.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

2b. Town Hall Window Replacement – This funding will be used to complete the window replacement project at Town Hall, aimed to greatly reduce energy loss. These windows are roughly 25 years old and have broken seals and obsolete replacement parts.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

3. POLICE

3a. 5-Year Strategic Plan - These funds will be used to develop a five-year strategic plan for the Police Department. This long-range plan will identify the organization's priorities and be the foundation for the organization's future initiatives and direction.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

4. FIRE

4a. Software & Professional Services for Developing Standard Operating Guidelines - These funds will be used to purchase software and professional services to develop standard operating guidelines and policy development to ensure compliance with state and federal guidelines. This project is a recommendation in the Fire Strategic Plan.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

5. NATURAL RESOURCES

5a. Stony Brook Mill Retaining Wall & Fishway Improvements - These funds will be used to repair the historic retaining wall supporting the headrace pond for the Stony Brook Mill. Additionally, the fish weirs north of Stony Brook Road need modifications to provide improved safe passage for migratory herring and alewife.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

5b. Beach & Landing Repairs and Improvements - These funds will be used to pay for professional services and repairs to various public beaches and landings throughout the town.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

5c. Wildfire Management - These funds will be used to pay for services and costs to implement and update the Town's Wildfire Management Plan, including vegetation management, especially in the Punkhorn.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

5d. Walkers Pond Water Quality - These funds will be used to pay for recommended water quality improvement measures in response to a recent technical report prepared by the School of Marine Science and Technology (SMAST) at UMASS Dartmouth documenting the causes of declining water quality in Walkers Pond.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6. ELEMENTARY SCHOOL DEPARTMENT

6a. 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6b. 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6c. Eddy School Technology Infrastructure – These funds will be used to upgrade the cable infrastructure in the building to increase bandwidth. The current infrastructure is original and is not adequate to service all of the technological upgrades or meet required annual testing.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6d. Stony Brook Outdoor Classroom – These funds will be combined with grant funds that the school received to create an outdoor classroom space for students that encourages exploration, strengthens connections, and provides creative learning opportunities.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6e. Stony Brook Firewall – These funds will be used to upgrade the school’s firewall system. Firewalls are vital for protecting students and instructors against cyber threats in school networks.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6f. 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 5, No 0, Abs 0 Finance Committee: Yes 0, No 0, Abs 0

6g. Maintenance Pick-Up Truck – These funds will be used to replace the pick-up truck that is used by the School’s Facility Manager. The current truck is a 2011 and has outlived its useful life. The new truck will be a hybrid vehicle.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

6h. Stony Brook Code Compliance (Asset Study) – These funds will be used to pay a consultant to identify all code compliance upgrades that will be required in conjunction with the planned HVAC and Roof Replacement projects. The State of Massachusetts Building Code requires mandatory upgrades when a renovation project exceeds 30% of a building’s assessed value.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

7. NAUSET REGIONAL SCHOOL DISTRICT

7a. Capital Plan Projects – These funds, in the amount of \$282,748 for Fiscal Year 2024, 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

8. DEPARTMENT OF PUBLIC WORKS

8a. 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

8b. Landfill Monitoring - These funds will be used to pay for services for regulatory landfill monitoring requirements including engineering, permitting, and construction costs required to continue to meet the landfill monitoring regulatory requirements.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

8c. Dog Park Repairs & Maintenance - These funds will be used for routine maintenance at the Brewster Dog Park over the course of the year. Items include but are not limited to adding additional mulch & stone, making minor drainage improvements, maintaining, and repairing irrigation, maintaining and repairing fencing, and tree work.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

9. WATER DEPARTMENT

9a. 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

9b. 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

9c. Water Meter Replacement - These funds will be used to pay for goods, materials, and professional services to maintain and replace water meters throughout town.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

9d. Tanks Exterior Painting - These funds will be used to pay the costs of painting our two water storage tanks. The Town will issue short-term debt for this work, making payments over the next several fiscal years. This project is intended to extend the life of the existing coating at far less cost than a full coat rehabilitation.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

9e. Hydration Station Program - These funds will be used for the purchase of, and installation costs associated with, hydration stations proposed in numerous locations throughout the town to continue to encourage residents and visitors to avoid single-use plastic water bottles.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

10. CEMETERY

10a. Cemetery Improvements - These funds will be used to pay for services associated with improving Town cemeteries including tree removal, tree planting, landscaping, cemetery layouts, stone repairs, general facility repairs, and/or cemetery upgrades and any related costs.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

11. LIBRARY

11a. IT & Telephone Equipment Upgrades - These funds will be used for updating the library’s phone and technology systems. With new phones, residents will be able to reach staff more easily and services will be enhanced. Technology upgrades will support increased digital access.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

FREE CASH APPROPRIATIONS

ARTICLE NO. 11: To see what sums the Town will vote to appropriate from available Free Cash to the following accounts:

	<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
a	Free Cash	Capital Stabilization Fund	\$250,000
b	Free Cash	Short-term Debt	\$250,000

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article would authorize the transfer of surplus funds from Free Cash for Fiscal Year 2023 to other accounts which require additional funding. If these transfers and Article The following is a brief review of these requests:

a. This sum will increase the Town’s long-term investments in our Capital Stabilization Fund. These funds may be appropriated by a 2/3 vote of Town Meeting and are intended to help reduce future tax impacts of larger capital projects. The current balance of this fund is \$928,930. The Select Board has adopted a policy directing 25% of projected Short-Term Rental revenue to the Capital Stabilization Fund. If this proposed transfer and Article 6 of this Annual Town Meeting warrant are both approved by Brewster voters, the fund balance will be \$1,428,930.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

b. This sum will reduce short-term debt expenses related to the acquisition of the Long Pond property purchased from the Cape Cod Sea Camps in 2021. The property was purchased by the Town for \$6,000,000. Town Meeting originally appropriated \$2,000,000 in available funds to cover a portion of these costs. MA Audubon and Brewster Conservation Trust have pledged a combined \$3,250,000 to assist the Town with these acquisition costs. These funds may be applied in future fiscal years to reduce this debt once the future disposition of this property has been decided by Brewster voters. In the meantime, the Town has been making short-term debt payments through non-excluded debt appropriations in our annual operating budget. When combined with the Town's FY24 operating budget appropriation of \$120,000 for this purpose, this transfer would reduce the remaining balance of debt for this purchase to \$3,320,000.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

SPECIAL REVENUE FUND: CABLE FRANCHISE FEE ACCOUNT

ARTICLE NO. 12: To see if the Town will vote to appropriate from the Cable Franchise Fee Special Revenue Fund the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)**, for the purpose of offsetting costs associated with providing local cable television related purposes, 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; cable related personnel expenses; 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 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

TOWN BYLAW AMENDMENT: CREATION OF COMMUNITY GARDEN AND WETLANDS PROTECTION REVOLVING FUNDS

ARTICLE NO. 13: To see if the Town will vote to amend Article III of the Town bylaws to add the following new revolving funds to Chapter 21-8, consistent with MGL Ch 44 Sec 53E½, 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:

Fund	Revenue Source	Authority to Spend	Use of Fund	Fiscal Year Spending Limit
Community Garden	Fees received for community garden programs and related services and operations	Council on Aging & Town Manager	Expenses shall be related to expenses related to operating and managing the community garden and not used for any other purposes	\$50,000
Wetlands Protection	Fees related to local administration and enforcement of the Wetlands Protections Act	Conservation Commission, with Select Board approval	Expenses shall be related to engaging consultant and technical assistance to review proposed projects, administrative or clerical expenses, salaries and/or fringe benefits of regular employees to the extent attributable to wetland protection act activities and not used for any other purposes	\$50,000
Total				\$100,000

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Town has partnered with Brewster Conservation Trust to manage the community gardens on Lower Road adjacent to the Eddy Sisters Trail since 1985. This program offers approximately sixty-five (400 sq ft) plots for residents to garden. The Town is looking to create a new revolving fund which will separately account for annual fees collected for use of the plots and expenditures related to maintenance of the community garden area.

POLICE SUPERIOR UNION COLLECTIVE BARGAINING AGREEMENT

ARTICLE NO. 16: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to be used to fund the cost items of the first fiscal year of the proposed Collective Bargaining Agreement between the Town of Brewster and the Brewster Police Superior Officers Association, New England Police Benevolent Association, Local 78, for a term effective July 1, 2023 through June 30, 2026, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will fund the costs associated with the contract settlement expenses between the Police Superiors Union and the Town. The current contract expires on June 30, 2023, and the Town has agreed to an extension with the Union.

Select Board: Yes 4, No 0, Abs 1 Finance Committee: Yes 9, No 0, Abs 0

POLICE DISPATCHER UNION COLLECTIVE BARGAINING AGREEMENT

ARTICLE NO. 17: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to be used to fund the cost items of the first fiscal year of the proposed Collective Bargaining Agreement between the Town of Brewster and the Brewster Police Public Safety Dispatchers Union, Massachusetts Coalition of Police, Local 513, AFL-CIO, for a term effective July 1, 2023 through June 30, 2026, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Police dispatchers have recently formed their own bargaining unit. The Town has agreed to a contract with this new Union. This article will fund the costs associated with the contract settlement expenses between the Union and the Town.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

LADIES LIBRARY UNION COLLECTIVE BARGAINING AGREEMENT

ARTICLE NO. 18: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to be used to fund the cost items for the first fiscal year of the proposed Collective Bargaining Agreement between the Brewster Ladies Library Association and the Service Employees International Union, Local 888, Brewster Library Employees, for a term effective July 1, 2023 through June 30, 2026, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will fund the costs associated with the contract settlement expenses between the Ladies Library Association and the Library Union. The current contract expires on June 30, 2023, and the Town has agreed to an extension with the Union.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

SEIU COLLECTIVE BARGAINING AGREEMENT

ARTICLE NO. 19: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the cost items of the first fiscal year of the proposed Collective Bargaining Agreement between the Town of Brewster and Service Employees International Union, Local 888, for a term effective July 1, 2023 through June 30, 2026, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will fund the costs associated with the contract settlement expenses between the Service Employees International Union, Local 888 (DPW, Water, and Golf) and the Town. The current contract expires on June 30, 2023, and the Town has agreed to an extension with the Union.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

OPEIU COLLECTIVE BARGAINING AGREEMENT

ARTICLE NO. 20: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to be used fund the cost items of the first fiscal year of the proposed Collective Bargaining Agreement between the Town of Brewster and Office and Professional Employees International Union, Local 6, for a term effective July 1, 2023 through June 30, 2026, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will fund the costs associated with the contract settlement expenses between the Office and Professional Employees International Union, Local 6 and the Town. The current contract expires on June 30, 2023, and the Town has agreed to an extension with the Union.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

NON-UNION PERSONNEL WAGE FUNDING

ARTICLE NO. 21: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund wage and salary adjustments effective July 1, 2023 for eligible and non-union employees dictated by the Compensation Plan developed pursuant to the Personnel Bylaw, Section 36-4 of the Brewster Town Code, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will fund the costs associated with wage adjustments for employees covered under Personnel Bylaw Agreements and other non-union employees for fiscal years 2024 through 2026.

Select Board: Yes 5, No 0, Abs 0

Finance Committee: Yes 9, No 0, Abs 0

SPECIAL ACT: TRANSFER CARE, CUSTODY, AND CONTROL & CHANGE USES OF WING ISLAND

ARTICLE NO. 22: To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation authorizing the transfer from the Select Board for public bathing and recreation purposes to the Conservation Commission for conservation and open space purposes, the parcel of land known as Wing Island, as acquired by the Town of Brewster pursuant to an Order of Taking dated July 14, 1961 and recorded on July 28, 1961, as described in a deed recorded with the Barnstable registry of deeds in book 1123, page 170, all as set forth below, and, further, to authorize the General Court to make changes of form only to such legislation without the approval of the Select Board, and, to authorize the Select Board to approve such changes that are within the public purposes of the vote taken hereunder, or to take any other action relative thereto.

SECTION 1. Notwithstanding any general or special law to the contrary, the town of Brewster is hereby authorized pursuant to the provisions of section 15A of chapter 40 of the general laws, to transfer a parcel of land from the select board for public bathing and recreation purposes to the care, custody and control of the conservation commission for conservation and open space purposes, including public bathing, subject and dedicated to the purposes of Article 97 of the Massachusetts Constitution a parcel of land shown Wing Island, as acquired by the Town of Brewster pursuant to an Order of Taking dated July 14, 1961 and recorded on July 28, 1961, as described in a deed recorded with the Barnstable registry of deeds in book 1123, page 170.

SECTION 2. This act shall take effect upon its passage.

Or to take any other action relative thereto.

(Select Board)

(2/3 Vote Required)

COMMENT

At the March 6, 2023 Special Town Meeting, Brewster voters overwhelmingly voted for Article 2, which sought to transfer care, custody, and control of Wing Island from the Select Board to the Conservation Commission and to clarify the island's designated uses from what was identified when the Town originally acquired the property (public bathing and recreational purposes) to what they have been as a matter of practice for the past 60 years (conservation and open space purposes). The Conservation Commission has since indicated their willingness to take on this responsibility. Town counsel opined that since the island is protected under Article 97 of the state Constitution, these actions require state approval via special legislation. At the March 6, 2023 Special Town Meeting, the Select Board committed to bringing this article to the May 2023 Annual Town Meeting to take that next appropriate procedural step. If approved by Town Meeting, special acts also require 2/3 approval of the state legislature.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

TOWN BYLAW AMENDMENT: BUILDING AND NEEDS ASSESSMENT COMMITTEE

ARTICLE NO. 23: To see if the Town will vote to amend Chapter 12 of the Town bylaws to delete Article XV, Building and Needs Assessment Committee, in its entirety, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Building and Needs Assessment Committee was originally created in 1995. This committee was broadly tasked with making recommendations about the locations of buildings and/or needs of the Town. This committee has been inactive for almost a decade, as its responsibilities have been assumed by other Town committees and staff over time. The Town still has 40+ volunteer committees.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 9, No 0, Abs 0

NEW TOWN BYLAW: PROHIBITION ON SALE OF MINIATURE SINGLE USE CONTAINERS

ARTICLE NO. 24: To see if the Town will vote to adopt the following ban on the sale of miniature single use containers for alcoholic beverages as a general bylaw and to insert into the Code of the Town of Brewster, Massachusetts as Chapter XX: "No person shall sell, offer for sale, or otherwise distribute alcoholic beverages in containers less than or equal to 100 milliliters within the Town of Brewster. This section shall take effect on January 1, 2024."

(Select Board)

(Majority Vote Required)

COMMENT

This article proposes a bylaw to ban the sale of so-called “nip” bottles. There are compelling reasons to support such a ban given the documented nip bottle trash found along many Brewster roads. Nips are often consumed in vehicles and discarded along roads. In 2022, “Beautify Brewster” volunteers collected 2,767 nip bottles, in one day, along select, but not all, Brewster streets. Nip bottles are not recyclable and must be disposed of in Brewster’s solid waste. Similar bans have been adopted by Massachusetts municipalities including Falmouth and Wareham that have been found to be lawful by the Massachusetts Attorney General.

Select Board: Yes 5, No 0, Abs 0 Finance Committee: Yes 7, No 1, Abs 0

CITIZENS PETITION: PROHIBITION ON PLASTIC FOOD CONTAINERS AND UTENSILS

ARTICLE NO. 25: To see if the Town will vote to amend the Town’s General Bylaw by inserting a new bylaw entitled, Plastic Reduction, as follows, and to authorize the Town Clerk to assign appropriate numbering therefor:

Chapter ____: Plastic Reduction

This bylaw is enacted pursuant to the general police power in order to protect the health, safety, and welfare of the inhabitants of the Town.

Effective Date

This Bylaw shall take effect on September 1, 2024.

Purpose and Intent

Plastic food containers and single-use utensils form a significant portion of the solid waste stream going into landfills. Local landfills are running out of room; our future solid waste may have to be transported hundreds of miles to a landfill at considerable cost. Plastic food containers are not recyclable, nor are they biodegradable. Once buried in our landfills, they will persist for centuries. If incinerated the toxins in plastic are linked to cancer and threaten our air quality. Appropriate alternative and sustainable products are readily available from the vendors used by local food establishments; cooperative bulk buying arrangements are possible. Thus, elimination of plastic food containers and utensils is in the best interest of the health and welfare of Town inhabitants.

Definitions

“Disposable Food Service Container” means single-use disposable products for serving or transporting prepared, ready-to-consume food. This includes plates, bowls, trays, hinged or lidded containers, and utensils.

“Food Establishment” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, as further defined in 105 CMR 590.002. Any

establishment requiring a permit to operate in accordance with the State Food Code, 105 CMR 590.000 et. seq., shall be considered a Food Establishment for the purposes of this Bylaw.

“Plastic” is defined as any type of plastic resin, which may contain recycled materials, and may be sold as recyclable, biodegradable, or compostable. The material is commonly categorized in terms of #1, #2, #3, #4, #5, #6, #7; plastic as referenced includes all categories.

“Prepared Food” means any food prepared for consumption on the Food Establishment’s premises, using any cooking or food preparation technique. This does not include any raw uncooked meat, fish or eggs unless provided for consumption without further food preparation.

“Town Facility” means any building, structure, land, or park owned or operated by the Town of Brewster, its agents and departments.

“Town Facility Uses” means all persons, societies, associations, organizations, or special event promoters who require permission to use a Town Facility. Town Facility Users also includes concession contracts with the Town, Town-managed concessions, Town-sponsored events, and food services provided at the Town’s expense.

Prohibition

- A. Except as provided herein, Food Establishments are prohibited from dispensing Prepared Food to customers in Disposable Food Service containers and utensils made from Plastic.
- B. Town Facility Users are prohibited from dispensing Prepared Food to customers in Disposable Food Service containers made from Plastic and providing utensils made from Plastic.
Public and private schools, educational institutions, summer camps, childcare facilities, and other childcare programs approved to participate in USDA Child Nutrition Programs are exempt.

Administration and Enforcement

This Bylaw is enforced by the Town Administrator, or any committee appointed by them. Any Food Establishment or Town Facility User which violates any provisions of this Bylaw shall be subject to the following penalties:

First Offense: Written warning

2nd Offense: \$150 fine

3rd Offense and Subsequent Offenses: \$300 fine

Any such fines collected shall be payable to the Town of Brewster. Each day the violation continues constitutes a separate violation. After detection of an initial violation, the designated inspection authority will be required to verify subsequent compliance until compliance with this bylaw is established. All businesses will be routinely inspected until the Town Administrator deems the inspections to no longer be required.

(Citizens Petition)

(Majority Vote Required)

COMMENT

A recent study of 12 million pieces of litter collected from oceans and rivers, shorelines, the sea floor, and open waters found that 80 percent of items were plastic, and nearly half (44 percent) was related to takeout materials. Other items included disposable cutlery. Estimates are that there will be more plastic than fish in the oceans by 2050 if our behavior does not change. Further, plastic kills 1 million sea birds and over 1 million marine mammals each year and comprises 80 percent of beach trash on Cape Cod. Takeaway boxes and containers make up a considerable part of municipal solid waste, with nearly 30 percent of the total generation as recently as 2018—this percent is projected to rise given the impact of Covid-19.

Plastics, which includes Styrofoam (#6 plastic) takeaway containers, are destructive to the environment, filling landfills with their chemicals, including petroleum and natural gas. Take-out containers are made from heat-resistant, flexible plastic derived from petroleum, the majority continue to contain phthalates and bisphenol-A (BPA). Both have been linked to health issues. The chemicals in plastic have been tied to cardiovascular disease, reproductive disorders, obesity, and developmental disorders. Plastic has been found in the air we breathe, the water we drink and the food we eat. Most recently plastic has been found in human blood, in the placenta, and in lung tissue.

At disposal, plastic does not biodegrade. It can leach, depending on the conditions (light, heat), into the foods it holds, the ground, and in waterways. Less than a tenth of all plastic is recycled. Plastic products stamped with arrows and collected by town recycling programs lead people to believe that it's being recycled, and that's simply not true. Estimates are that less than 9 percent of all plastic created has been recycled. For the small proportion of plastic that is recycled, it is typically downcycled, used in another product such as cloth or building materials, which will most likely be landfilled at the end of its life. All the while new plastic is being created to substitute for discarded single-use.

This measure sends a clear message that we recognize and care more about human life and environment than short-term convenience. Simply put, we cannot in good conscience continue to subsidize short-term profits with the long-term costs plastics have on human and environmental health.

Select Board: Yes 1, No 2, Abs 2 Finance Committee: Yes 2, No 6, Abs 1

CITIZENS PETITION: NEW TOWN BYLAW – TOWN MEETING APPROVAL OF PROJECTS EXCEEDING \$100,000

ARTICLE NO. 26: To see if the Town will vote to amend the Brewster Code by adding thereto a new Article 42-2, to read as follows:

“No improvements or alterations to land under the care, custody, and control of the Town exceeding \$100,000.00 in value may be made except by prior approval by a vote of more than a majority of Town Meeting”, or to take any other action relative thereto.

(Citizens Petition)

(Majority Vote Required)

COMMENT

Land under the care and custody of the Town may be presently developed, improved, or altered lawfully without a vote of Town Meeting, so long as the funds for such improvements are procured from outside sources, such as gifts or grants. This article will require Town Meeting approval before the Town may take such actions, irrespective of the source of the funding.

Select Board: Yes 0, No 5, Abs 0 Finance Committee: Yes 1, No 6, Abs 1

CITIZENS PETITION: CONDITIONS ON SELECT BOARD ACCEPTANCE OF ANONYMOUS GIFTS

ARTICLE NO. 27: To see if the Town will vote to Amend Article 42-1 of the Brewster Code by deleting the present Article 42-1 in its entirety, and substituting therefore the following:

“The Select Board is authorized to accept or reject in whole or in part and on behalf of the Town all gifts tendered to the Town pursuant to this By-law and pursuant to G.L. c. 44 sec. 53A as amended; provided, however, that in the event of an anonymous gift exceeding \$10,000.00, the Select Board shall specify in writing, by a document approved by the Select Board and filed with the Town Clerk on or before the date of the acceptance of the gift, and made publicly available, identify any and all promises made by the Town as a condition of receipt of such gift and any condition or conditions which are attached to the acceptance of such gift; all purposes for which such gift may be used by the Town; any obligations created or imposed upon the Town as a result of the acceptance of such gift; and the value of all staff time expended by the Town prior to the date of the Select Board Meeting at which approval for such gift is sought, and all funds expended by the Town prior to such date”, or to take any other action relative thereto.

(Citizens Petition)

(Majority Vote Required)

COMMENT

The proposed development of a Boardwalk to Wing Island was driven by an anonymous gift to the Brewster Conservation Trust, which it in turn pledged to the Town of Brewster for the construction of a boardwalk to be named after the anonymous donor – after it was built. This donation pledge has been withdrawn, but the Select Board’s actions in this regard raised concerns about anonymous donations driving Town policy and actions. This article will require that any anonymous gift be accompanied by full disclosure of all promises made by the Town as a condition of acceptance of such gifts, all conditions attached by the donor to the acceptance of the gift, and full disclosure of the terms of the gift to the Town. The Select Board remains empowered by the General Laws to accept such gifts, but this By-law will require full disclosure of the terms and conditions of anonymous gifts so that the voters have the benefit of complete disclosure and transparency.

Select Board: Yes 0, No 5, Abs 0 Finance Committee: Yes 1, No 7, Abs 1

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 **6th day of April 2023**.

David C. Whitney, Chair

Edward B. Chatelain, Vice-Chair

Kari Sue Hoffmann, Clerk

Mary W. Chaffee

Cynthia A. Bingham

I, Roland W. Bassett Jr, duly qualified Constable for the Town of Brewster, hereby certify that I served the Warrant for the Annual Town Meeting of May 1, 2023 by posting attested copies the reof, in the following locations in the Town on the 6th day of April, 2023.

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

MODERATOR'S RULES REGARDING TOWN MEETING

Priority shall be given to registered voters of the Town for admission to all Town Meetings, whether annual or special meetings. Therefore, the following rules shall apply:

1. Prior to admission, persons desiring admission shall check in with the Town Meeting Tellers, who will be present at the main entrance with voter registration lists.
2. Non-voters, who desire to be present, will be seated in the area designated as the non-voter section. Voters take priority seating.
3. Non-voters will not address the Town Meeting without the unanimous consent of all voters present and will not participate in voting. Non-Resident Town staff will be permitted to address Town Meeting as appropriate and consistent with past precedent.

TOWN MEETING PROCEDURE

THE MODERATOR has absolute control of the town meeting.

GENERAL LAWS CHAPTER 39 SECTION 15: The Moderator shall preside and regulate the proceedings, decide all questions of order, and make public declaration of all votes. The Moderator recognizes speakers from the floor, and while they are speaking allows no interruptions except when a point of order is raised.

WHEN A VOTER WISHES TO SPEAK, the voter may rise, say, "Mr. Moderator," and wait for recognition. Then, with the microphone, please give your name. The voter may continue with due regard to reasonable brevity, as long as the voter speaks directly to the question under discussion.

THERE WILL BE NO SMOKING OR STANDING in the meeting location.

ANYTIME THE MOTION TO BE VOTED ON IS UNCLEAR, ask the Moderator before voting.

VOTERS WILL PLEASE HOLD THEIR BREWSTER VOTER TAG in their right hand, so that the tellers when counting hand votes will count them.

NO PERSON IS TO INDULGE IN PERSONALITIES OR DEROGATORIES. Let us maintain decorum and reason together.

MOTIONS

MAIN MOTIONS are always on articles in the Town warrant. They are made, seconded, and then opened for consideration.

SECONDARY MOTIONS are motions which refer to main motions. Secondary motions usually amend, postpone, or limit consideration.

AMENDMENTS may be offered by any voter to the motion under discussion, provided the scope of the original motion is not enlarged or altered. Amendments are seconded and discussed; they require a majority vote to carry (pass). An amendment need not be voted upon if the proposed change is agreeable to the proponents of original motion. Voters must submit amendments in legible writing.

POSTPONE

TO REFER TO COMMITTEE "COMMIT" if changes in a main motion are numerous, take too much time, or require additional information, it is wise to commit the article to a committee. This secondary motion should specify which board or committee. If proposing a new committee, specify how many members, how appointments are to be made and when the committee should report.

POSTPONE TO A DEFINITE TIME: defers action on a main motion to a stated hour, usually during the meeting. At the hour specified, it is returned to the floor when a motion is made that the deferred article be considered.

"LAY ON TABLE" intends to temporarily lay aside an article. Not debatable; two-thirds vote carries. An article not taken from table before the meeting adjourns is not actionable. To be considered at a subsequent meeting, it must reappear in the warrant for that meeting.

"TAKE NO ACTION" "PASS OVER" "POSTPONE INDEFINITELY" are debatable motions and require majority vote. The intent is to defeat the motion.

LIMIT CONSIDERATION

LIMIT DEBATE. This secondary motion requests a vote to be taken at a specific time. Requires a 2/3 majority vote.

"MOVE THE PREVIOUS QUESTION" demands an immediate vote on any motion under consideration without further debate on the motion. May not be debated or amended. Requires 2/3 vote to carry. If it carries, we vote on the main motion that we voted to end the debate on.

POINT OF ORDER

IF A VOTER QUESTIONS THE LEGALITY or propriety of the proceedings, the voter may rise, interrupt the speaker and say, "I rise to a point of order" or "question of privilege."

VOTES ON MAIN MOTIONS

Usually carries (passes) with the majority of those attending. Quantum of vote for each article is noted in the warrant book.

EXCEPTIONS

2/3 MAJORITY VOTE REQUIRED for borrowing of money appropriations for land purchases; land purchase for public domain; sale or abandonment of unneeded land; abandonment of projects for which money has been borrowed; appropriation for celebration of settlement or incorporation; zoning bylaws.

4/5 USUALLY REQUIRED payment of a bill for which insufficient appropriations made in a previous year, at the Annual Town Meeting. A 9/10 vote is required at a Special Town Meeting.

POSTPONE INDEFINITELY requires a majority vote, may be debated, and may not interrupt the speaker.

GLOSSARY OF FINANCIAL TERMS

Appropriation	An authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and as to the time when it may be expended. Only town meeting can authorize money appropriated for one purpose to be used for another. Any amount that is appropriated may be encumbered (see encumbrance). Any part of an annual operating appropriation not spent or encumbered by June 30 automatically reverts to the undesignated fund balance that may result in free cash. If departments know of remaining unpaid bills at the close of the fiscal year and properly notifies the Town Accountant (MGL Ch. 41 ss. 58), the departmental appropriation is encumbered. This action extends the annual spending authorization until such time that the bill is paid or it is decided not to spend the funds. If these encumbrances are not acted on within ninety days, the Town Accountant generally notifies the department and closes them out. A special purpose appropriation, on the other hand, may carry forward from year to year until spent for the designated purpose or transferred by town meeting vote to another account.
Audit	An examination of systems, procedures, and financial data by a certified public accountant, reporting on the fairness of financial statements and compliance with statutes and regulations. The audit is a valuable management tool for evaluating the fiscal performance of a community.
Available Funds	Funds established through previous appropriations or resulting from financial operations. They may be appropriated to meet unforeseen expenses, or large non-recurring or capital expenditures. Examples include free cash, stabilization fund, overlay surplus, water surplus, and enterprise retained earnings.
Betterments (Special Assessments)	Whenever a limited area of a community receives benefit from a public improvement (<i>e.g.</i> , water, road, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for a proportionate share of the cost of such improvements. The proportionate share may be paid in full, or the property owner may request the assessors to apportion the betterment over a period of up to 20 years. Over the lifetime of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.
Bond	A written promise to pay a specified sum of money, called the face value (par value) or principal amount, at a specified date in the future, called the maturity date, together with periodic interest at a specified rate. The difference between a note and a bond is that the latter runs for a longer period of time.
Bond Anticipation Note (BAN)	A short-term note to provide cash for initial project costs issued in anticipation of bond proceeds. BANs may be issued for a period not to exceed five years, provided principal repayment begins after two years. Communities with approved projects on the School Building Assistance (SBA) priority list may defer principal payments up to five years (approved annually in outside sections of the budget). The final maturity date of the project borrowing, beginning from the date the short-term note was issued, may not exceed the term specified by statute. BANs are full faith and credit obligations.
Bond Authorized And Unissued	Bond authorized but not yet sold. Issuance is contingent only on action by the Town Treasurer and a majority of the Board of Selectmen.
Bond Counsel	An attorney or law firm engaged to review and submit an opinion on the legal aspects of a municipal bond or note issue.
Bond Issue	Generally represents the sale of a certain number of bonds at one time by a governmental unit.
Bond Rating (Municipal)	A credit rating to help investors determine the risk of losing money in a given fixed-income investment. Agencies specializing in municipal bonds assign a rating, designated by letters or a combination of letters and numerals, based on their opinion of the future ability, legal obligation, and willingness of a bond issuer to make timely debt service payments.

Budget	A plan of financial operation embodying an estimate of proposed revenues and expenditures for a given period and the proposed means of financing them. A budget may be “preliminary” (the financial plan presented to the town meeting), or “final” (the plan approved by that body). The budget should be separated into basic units, either by department, program, or service. Formatting the budget in this way helps local officials and citizens make policy decisions when allocating scarce resources. It is also important to include as much information as possible concerning the output or accomplishments expected of a given program or department during the year.
Capital Improvements Program	A comprehensive plan for planning a community’s capital expenditures. It coordinates community planning, fiscal capacity and physical development. While all of the community’s needs should be identified in the program, there is a set of criteria that prioritizes the expenditures. The capital program is a plan for capital expenditures that usually extends at least five years beyond the capital budget.
Capital Outlay Expenditure Exclusion	A vote by a community at an election to exclude payments for a capital project from the levy limit. The exclusion may temporarily increase the levy above the levy ceiling.
Cash	Currency, coin, checks and bankers’ drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.
Cash Management	The process of managing a local government’s money in order to ensure maximum cash availability and maximum yield on short-term investment of idle cash.
Cemetery Perpetual Care	Funds donated by individuals for the care of gravesites. According to MGL, funds from this account must be invested and spent as directed by perpetual care agreements. If no agreements exist, the interest (but not principal) may be used as directed by the Cemetery Commissioners for the purpose of maintaining cemeteries.
Chapter 90 Highway Funds	The state legislature authorizes and issues transportation capital bonds every few years. In each Transportation Bond, funds are apportioned to communities based upon a formula under the provisions of MGL Ch. 90 ss. 34, hence the terms Chapter 90 funds. The Chapter 90 highway formula is comprised of three variables: local road mileage as certified by the Massachusetts Highway Department (MHD), employment figures from the Department of Employment and Training (DET), and population estimates from the U. S. Census Bureau. Under this formula, those communities with a larger number of road miles receive proportionately more aid than those with fewer road miles. These funds are reimbursed to communities based upon certified expenditure reports submitted to MHD.
Cherry Sheets	Named for the cherry colored paper on which they were originally printed, the Cherry Sheets are the official notification of the next fiscal year’s state aid and assessments to communities and regional school districts from the Commissioner of Revenue. State aid to municipalities and regional school districts consist of two major types – distributions and reimbursement. Distributions provide funds based on formulas while reimbursements provide funds for costs incurred during a period for certain programs or services. In addition, communities may receive “offset items” that must be spent on specific programs. Cherry Sheet assessments are advance estimates of state assessments and charges. Local assessors are required to use these figures in setting the local tax rate. Because these figures are estimates, it should be noted that based upon filing requirements and/or actual information, the final aid or assessment may differ.
Cherry Sheet Offset Items	Local aid accounts that may be spent without appropriation in the budget, but which must be spent for specific municipal and regional school district programs. Current offset items include racial equality grants, school lunch grants, and public libraries grants.
Collective Bargaining	The negotiations between an employer and union representative regarding wages, hours, and working conditions.
Conservation Fund	This fund may be expended for lawful conservation purposes as described in MGL Ch. 40 ss. 8C. It may also be expended for damages related to the taking of land by eminent domain provided that such taking has first been approved by two-thirds vote of town meeting.
Contingent Appropriation	An appropriation that authorizes spending for a particular purpose upon the occurrence of a later event. The grant of spending authority made by an appropriation must be certain at the time of

	the vote and, therefore, contingent appropriations are not generally permissible. Under MGL Ch. 59 ss. 21C(m), however, towns may make appropriations from the tax levy, available funds or borrowing, contingent upon the subsequent passage of a Proposition 2-½ override or exclusion question for the same purpose.
Debt Authorization	Formal approval by a two-thirds vote of town meeting to incur debt, in accordance with procedures stated in MGL Ch. 44.
Debt Exclusion	A vote by a municipality at an election to exclude debt service payments for a particular capital project from the levy limit. The amount necessary to cover the annual debt service payment is added to the levy limit for the life of the debt only. A debt exclusion may temporarily increase the levy above the levy ceiling.
Debt Limit	The maximum amount of debt that a municipality may have authorized for qualified purposes under state law.
Debt Service	The cost usually stated in annual terms, of the principal repayment and interest of any particular issue.
Deficit	The excess of expenditures over revenues during an accounting period. Also refers to the excess of the liabilities of a fund over its assets.
Education Reform Act Of 1993	An act that seek to remedy educational funding inequities between local communities by providing adequate state funding over a seven year period for all local and regional school districts and by mandating equity based upon a particular community's ability to pay. One of the Act's major goals is to improve student achievement.
Eminent Domain	The power of a government to take property for public purposes by condemnation provided that fair compensation is paid to the owner. This method is frequently used to obtain real property that cannot be purchased from owners by means of a voluntary transaction.
Encumbrance	Obligations in the form of purchase orders, contracts, or salary commitments that are chargeable to an appropriation and for which a part of the appropriations is reserved.
Enterprise Fund	Those funds which are established for specific uses under M.G.L. c.44, §53F1/2 that require an annual appropriation to operate (i.e. The Brewster Water Department). Enterprise fund revenue streams are segregated from the general fund into a separate fund and available as a separate financing source for services that generate, or for purposes supported by, those revenues. These include the revenues of enterprise funds established for services typically financed and delivered in a manner similar to private enterprises for the purpose of accounting for all costs, direct or indirect, of providing the services.
Estimated Receipts	An estimate of state and local miscellaneous receipts based upon the previous year's receipts that assessors deduct from the gross amount to be raised in order to arrive at the tax levy.
Excess And Deficiency	Also called the "surplus revenue" account, this is the amount by which cash, accounts receivable, and other assets exceed a regional school district's liabilities and reserves as certified by the Director of Accounts. The calculation is made based upon the balance sheet that is submitted by the district's auditor, accountant, or comptroller as of June 30. The regional school committee must apply certified amounts exceeding five percent of the district's prior year operating and capital costs to reduce the assessment on member cities and towns.
Excess Levy Capacity	The difference between the levy limit and the amount of real and personal property taxes actually levied in a given year. Annually, the Board of Selectmen must be informed of excess levy capacity and their acknowledgment must be submitted to the Department of Revenue when setting the tax rate.
Fiscal Year	Since 1974, the Commonwealth and municipalities have operated on a budget cycle that begins July 1 and ends June 30. The designation of the fiscal year is that of the calendar year in which the fiscal year ends. For example, the 2023 fiscal year is July 1, 2022 to June 30, 2023 and is usually written as FY2023. Since 1976, the federal government has had a fiscal year that begins October 1 and ends September 30.
Fixed Costs	Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service or interest costs.

Foundation Budget	The target imposed by the Education Reform Act of 1993 for each school district, defining the spending level necessary to provide an adequate education for all students.
Free Cash	Unrestricted funds from operations of the previous fiscal year that are certified by the Director of Accounts as available for appropriation. Remaining funds include unexpended free cash from the previous year, receipts in excess of estimates shown on the tax recapitulation sheet, and unspent amounts in budget line-items. Unpaid property taxes and certain deficits reduce the amount that can be certified as free cash. The calculation of free cash is based upon the balance sheet as of June 30, which is submitted by the Town Accountant. A community should maintain a free cash balance to provide a hedge against unforeseen expenditures and to ensure there will be an adequate reserve to prevent sharp fluctuations in the tax rate. Maintenance of an adequate free cash level is not a luxury but a necessary component of sound local fiscal management. Credit rating agencies and other members of the financial community expect municipalities to maintain free cash reserves and make judgments regarding a community's fiscal stability, in part, on the basis of free cash.
Fund	An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.
Fund Accounting	Organizing the financial records of a municipality into multiple funds. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues and expenditures) are accounted for independently in accordance with specific regulations, restrictions and limitations. Examples of funds include the general fund and enterprise funds.
General Fund	The fund used to account for most financial resources and activities governed by the normal town meeting appropriation process.
General Obligation (GO) Bonds	Bonds issued by a municipality that are backed by the full faith and credit of its taxing authority.
Hotel/Motel Excise	A local option that allows a community to assess a tax on room occupancy. The community may levy up to 6% of the taxable rents of hotels, motels and lodging houses in that community.
Indirect Cost	Costs of a service not reflected in the service's operating budget. An example of an indirect cost of providing water service would be health insurance costs for water department employees. A determination of these costs is necessary to analyze the total cost of service delivery and a Mutual Agreement for reporting and paying indirect costs is required between the Select Board and respective Department / Committee.
Interest	Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made.
Interest Rate	The interest payable, expressed as a percentage of the principal available, for use during a specified period of time. It is always expressed in annual terms.
Law Enforcement Trust Fund	A revolving fund established to account for a portion of the proceeds from the sale of property seized from illegal drug-related activities. Funds may be expended to defray certain qualified law enforcement costs as outlined in MGL Ch. 94C ss. 47. Funds from this account may be expended by the Police Chief without further appropriation.
Levy	The amount a community raises through the property tax. The levy can be any amount up to the levy limit.
Levy Ceiling	The maximum levy assessed on real and personal property may not exceed 2 ½ percent of the total full and fair cash value of all taxable property (MGL Ch. 59 ss. 21C). Property taxes levied may exceed this limit only if the community passes a capital exclusion, a debt exclusion, or a special exclusion.
Levy Limit	The maximum amount a community can levy in a given year. The limit can grow each year by 2 ½ percent of the prior year's levy limit plus new growth and any overrides. The levy limit can exceed the levy ceiling only if the community passes a capital expenditure exclusion, debt exclusion, or special exclusion.

Line-Item Budget	A budget that focuses on inputs of categories of spending, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.
Local Aid	Revenue allocated by the commonwealth to cities, towns, and regional school districts. Estimates of local aid are transmitted to cities, towns, and districts annually by the “Cherry Sheets”. Most Cherry Sheet aid programs are considered revenues of the municipality’s or regional school districts’ general fund and may be spent for any purpose, subject to appropriation.
Local Receipts	Locally generated revenues, other than real and personal property taxes and enterprise fund revenues. Examples include motor vehicle excise, investment income, hotel/motel tax, fees, rentals, and charges. Annual estimates of local receipts are shown on the tax rate recapitulation sheet.
Motor Vehicle Excise (MVE)	Every motor vehicle and trailer registered in the Commonwealth is subject to the MVE unless expressly exempted. MVE is imposed for the privilege of registering a motor vehicle. Registering a motor vehicle automatically triggers the assessment of the excise.
Municipal(s)	Municipal refers to any state or subordinate governmental unit. “Municipals” (i.e., municipal bonds) include not only the bonds of all local subdivisions, such as cities, towns, school districts, special districts, but also bonds of the state and agencies of the state.
Municipal Revenue Growth Factor (MRGF)	An estimate of the percentage change in a municipality’s revenue growth for a fiscal year. It represents the combined percentage increase in the following revenue components; automatic 2 ½ percent increase in the levy limit, estimated new growth, the change in selected unrestricted state aid categories, and the change in selected unrestricted local receipts (Education Reform Act of 1993).
Net School Spending (NSS)	School budget and municipal budget amounts attributable to education, excluding long-term debt service, student transportation, school lunches and certain other specified school expenditures. A community’s NSS funding must equal or exceed the NSS Requirement established annually by the Department of Education (DOE) (Education Reform Act of 1993).
New Growth	The taxing capacity added by new construction and other increases in the property tax base. New growth is calculated by multiplying all increases in value which are not the result of revaluation by the tax rate of the previous fiscal year, for example, FY2023 new growth is determined by multiplying the value on January 1, 2022 by the FY2022 tax rate. Assessors must submit documentation of new growth to the BLA annually before setting the tax rate. Documentation should be retained for five years in the event of a BLA audit.
Operating Budget	A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.
Overlay (Overlay Reserve or Allowance for Abatements and Exemptions)	An account established annually to fund anticipated property tax abatements, exemptions and uncollected taxes in that year. The overlay reserve is not established by the normal appropriation process, but rather is raised on the tax rate recapitulation sheet.
Overlay Surplus	Any balance in the overlay account in excess of the amount remaining to be collected or abated can be transferred into this account. Within ten days of a written request by the chief executive officer of a city or town, the Board of Assessors must provide a certification of the excess amount of overlay available to transfer. Overlay surplus may be appropriated for any lawful purpose. At the end of each fiscal year, unused overlay surplus is “closed” to surplus revenue.
Override	A vote by a community at an election to permanently increase the levy limit. An override vote may increase the levy limit no higher than the levy ceiling. The override question on the election ballot must state a purpose for the override and the dollar amount).
Override Capacity	The difference between a community’s levy ceiling and its levy limit. It is the maximum amount by which a community may override its levy limit.
Payments In Lieu Of Taxes (PILOT)	An agreement between a municipality and an entity not subject to taxation, such as charitable or educational organizations, in which the payer agrees to make a voluntary payment to the municipality. By law, a city or town must make such payment to any other community in which it owns land used for public purposes.

Proposition 2 ½ (Prop 2 ½)	M.G.L. c.59, §21C was enacted in 1980 and limits the amount of revenue a city or town may raise from local property taxes each year. This amount is the community's annual levy limit. The law allows the levy limit to increase each year by 2.5% plus any new growth revenue derived from taxes from new construction and alterations. This amount may not exceed the community's levy ceiling. Proposition 2 ½ also established two types of voter approved increases in local taxing authority – overrides and exclusions.
Receipts Reserved	Proceeds that are earmarked by law and placed in separate accounts for appropriation for particular purposes. For example, parking meter proceeds may be appropriated to offset certain expenses for parking meters and the regulation of parking and other traffic activities.
Reserve Fund	An amount set aside annually within the budget of a city (not to exceed 3% of the tax levy for the preceding year) or town (not to exceed 5% of the tax levy for the preceding year) to provide a funding source for extraordinary or unforeseen expenditures. In a town, the Finance Committee can authorize transfers from this fund for "extraordinary or unforeseen" expenditures. Other uses of the fund require budgetary transfers by town meeting.
Revenue Anticipation Borrowing	Cities, towns and districts may issue temporary notes in anticipation of taxes (TAN's) or other revenue (RAN's). The amount of this type of borrowing is limited to the total of the prior year's tax levy, the net amount collected in motor vehicle and trailer excise in the prior year and payments made by the Commonwealth in lieu of taxes in the prior year. According to MGL Ch. 44 ss. 4, cities, towns and districts may borrow for up to one year in anticipation of such revenue.
Revenue Anticipation Note (RAN)	A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.
Revenue Bond	A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.
Revolving Fund	Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service. For departmental revolving funds, MGL Ch 44 ss. 52E ½ requires each revolving fund must be established by ordinance or charter and stipulates that each fund must be re-authorized each year at annual town meeting action, and that a limit on the total amount that may be spent from each fund must be established at that time. The aggregate of all revolving funds may not exceed ten percent of the amount raised by taxation by the town in the most recent fiscal year, and not more than one percent of the amount raised by taxation may be administered by a single fund. Wages and salaries for full-time employees may be paid from the revolving fund only if the fund is also charged for all associated fringe benefits. Revolving funds for other programs as provided by statute are still allowed, and a departmental revolving fund may be implemented in addition to or in conjunction with other existing statutory revolving funds, provided that the departmental revolving fund does not conflict with provisions of other revolving funds.
Sale Of Cemetery Lots Fund	A fund established to account for proceeds of the sale of cemetery lots. The proceeds may only be appropriated to pay for the cost of the land, its care and improvement or the enlargement of the cemetery under provisions of MGL Ch. 144 ss. 15.
Stabilization Fund	A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose. Communities may appropriate into this fund in any year an amount and any interest shall be added to and become a part of the fund. A two-thirds vote of town meeting is required to appropriate money from the Stabilization Fund.
State Aid Anticipation Note (SAAN)	A short-term loan issued in anticipation of a state grant or aid (MGL Ch. 44 ss. 6A).
State House Notes	Debt instruments for cities, towns, counties and districts certified by the Director of Accounts. State House Notes, payable annually, are usually limited to maturities of five years. The notes are generally less costly and easier to issue than conventional issues for borrowing. They are commonly used for temporary loans and smaller long-term issues.
Tax Rate	The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

Tax Rate Recapitulation Sheet (Recap Sheet)	A document submitted by a city or town to the Department of Revenue in order to set a property tax rate. The recap sheet shows all estimated revenues and actual appropriations that affect the property tax rate. The recap sheet should be submitted to the Department of Revenue by September 1 (in order to issue the first-half semiannual property tax bills before October) or by December 1 (in order to issue the third quarterly property tax bills before January 1).
Five Year Valuation Certification	The Commissioner of Revenue is required to review local assessments every five years and to certify that they represent FFCV. The Bureau of Local Assessments is responsible for this process.
Trust Fund	In general, a fund held for the specific purpose stipulated by a trust agreement. The Town Treasurer acts as a custodian of trust funds and invests and expends such funds as stipulated by trust agreements or as directed by the Commissioners of Trust Funds or by town meeting. Both principal and interest may be used if the trust is established as an expendable trust. For non-expendable trust funds, interest but not principal may be expended as directed.
Underride	A vote by a community to permanently decrease the tax levy limit. As such, it is the exact opposite of an override.
Unfunded Pension Liability	Unfunded pension liability is the difference between the value assigned to the retirement benefits already earned by a municipality's employees and the assets the local retirement system will have on hand to meet these obligations. The dollar value of the unfunded pension liability is driven by assumptions about interest rates at which a retirement system's assets will grow and the rate of future costs of living increases to pensioners.
Uniform Municipal Accounting System (UMAS)	The Department of Revenue regards UMAS as the professional standard for municipal account system that conforms to Generally Accepted Accounting Principles modern municipal accounting in Massachusetts. Among the benefits of conversion to UMAS is increased consistency in reporting and record keeping and enhanced comparability of data among cities and towns.
Unreserved Fund Balance (Surplus Revenue Account)	The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected.
Warrant	An authorization for an action. For example, a town meeting warrant establishes the matters that may be acted upon by that town meeting. A treasury warrant authorizes the treasurer to pay specific bills. The assessors' warrant authorizes the tax collector to collect taxes in the amount and from the persons listed, respectively.
Water Surplus	For water departments operating under MGL Ch. 41 ss. 69B, any revenues in excess of estimated water receipts or unspent water appropriations closeout to a water surplus account. Water surplus may be appropriated to fund water-related general and capital expenses or to reduce water rates.
Waterways Improvement Fund	An account into which fifty percent of the proceeds of the boat excise is deposited. Use of these proceeds is limited to certain waterway expenses as outlined in MGL Ch. 40 ss. 5G.





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

Paul F Anderson
Brewster Water Department
165 Commerce Park Rd
Brewster, MA 02631

April 10, 2023

panderson@brewster-ma.gov

Dear Mr. Anderson:

The Massachusetts Department of Environmental Protection's (MassDEP) Drinking Water Program is pleased to extend its congratulations to the Brewster Water Department for its outstanding performance in 2022. Your system has achieved one of the top scores in the Medium and Large Community System Category of the 2023 Public Water Systems Awards Program.

MassDEP realizes that it is no easy task to keep up with the ever-evolving federal and state drinking water regulations. Your compliance efforts have not gone unnoticed as have your efforts to go above and beyond compliance.

MassDEP encourages you to continue this level of excellence in carrying out your work of protecting and supplying safe and fit water to our citizens. I look forward to seeing you at the awards ceremony on May 11, 2023, at the Massachusetts State House. If you have any questions regarding the Awards Program, please contact Marie Tennant at Marie.Tennant@mass.gov. Please R.S.V.P. to New England Water Works by May 4, 2023.

Congratulations,

Yvette DePeiza, Program Director
Drinking Water Program

Attachments

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.

TTY# MassRelay Service 1-800-439-2370
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The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

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Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, PhD
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

April 19, 2023

Dear Local, Regional and State Public Health Workers and Health Board Members in Massachusetts:

As members of the Massachusetts Public Health Council, we are writing to express heartfelt gratitude and appreciation for the tireless and selfless work that you do for all of the communities in our state. Your dedication to promoting and protecting public health is truly commendable and inspiring, especially in the face of the challenges and obstacles that you have experienced over the past few years.

We are aware of the challenges and risks you face every day in serving the people of Massachusetts, especially during the COVID-19 pandemic. The pandemic has presented unprecedented difficulties, including increased workload, limited resources, and heightened personal risk. Despite these challenges, you have continued to serve with passion and professionalism, providing essential public health services, education, and support to those in need.

In addition to the pandemic, public health workers and health board members across the state continue to face the challenges of addressing new and longstanding public health issues, including the opioid crises and mpox. And all the while, you continue to conduct restaurant inspections, prepare for and mitigate emergency situations, propose and implement cross-jurisdictional collaborations, and so much more. Through it all, you have remained steadfast in your commitment to public health and have continued to work tirelessly to improve the health and well-being of those you serve.

Your efforts have not gone unnoticed, and we want to take this opportunity to acknowledge the important contributions that you make to our state every day. Your hard work and commitment are making a difference in the lives of those you serve, and for that, we thank you.

As partners with you in public health, we will continue to work together to address the health needs of all communities. Your efforts and dedication are invaluable, and we are proud to stand with you in this important work. Thank you for your unwavering dedication and for all that you do for the people of Massachusetts.

Sincerely,
The Massachusetts Public Health Council

The Town of Brewster invites you to a

Public Meeting

Workshop 2 of the Low Lying Roads Project



Learn about possible solutions for three identified low lying road segments: Betty's Curve (at Route 6A/Lower Road), Lower Road (at Freemans Pond), and 6A (at the Dennis town line)



Discuss potential traditional, green, and hybrid solutions for each identified road segment including associated cost estimates



Ask any questions about the presented solutions or about the project in general

Thursday, April 27, 2023; 6:00pm

LINK: <https://capecodcommission.org/llr/join>

Passcode: join

Phone: (929) 205-6099

Meeting ID: 935 5189 6265



CAPE COD
COMMISSION

Have questions? Contact Chris Miller at cmiller@brewster-ma.gov
For Cape Cod Commission questions, contact Heather McElroy at hmcclroy@capecodcommission.org
For more information visit: <https://www.capecodcommission.org/our-work/low-lying-roads-brewster/>

Archived: Friday, April 21, 2023 3:48:11 PM
From: [MassDOT](#)
Mail received time: Fri, 21 Apr 2023 16:31:51
Sent: Friday, April 21, 2023 12:31:51 PM
Subject: Cape Cod Bridges Program Upcoming Open House
Importance: Normal
Sensitivity: None



Issue Date: 4/21/2023

The Cape Cod Bridges Program

This notice is to inform you of an upcoming Open House for the Massachusetts Department of Transportation's (MassDOT's) Cape Cod Bridges Program. This Program will include the replacement of the Bourne and Sagamore bridges, new connections to the local roadway network and improve multimodal accommodations within the Cape Cod Canal area.

The public is encouraged to attend this Open House and learn more about the Program and provide feedback. There will be information on the Environmental Notification Form, status of the Program, interchange alternatives, potential bridge locations and lane configurations, maps of the Program Area, and next steps. Public input will be reviewed and considered to the maximum extent possible.

Open House

Wednesday, May 17

Afternoon: 12 P.M. to 3 P.M.

Evening: 5 P.M. to 8 P.M.

Bourne Veteran's Memorial Community Center

239 Main Street, Buzzards Bay, MA, 02532

Registration for this event is not required. The Community Center is an ADA-compliant location.

Translation services will be available in Spanish, Portuguese, ASL and by request.

To sign up to receive program updates please visit: <http://tiny.cc/CapeCodProgramSub>. For more information on the program please visit the program web site: <https://www.mass.gov/cape-bridges>. Please feel free to extend this meeting invitation to others that may have an interest in attending. In the interim, please use the Program's comment form for any questions or concerns at: <http://tiny.cc/CapeCodProgramCF>.

If information is needed in another language, please contact the MassDOT Title VI Specialist by phone at (857) 368-8580.

Caso esta informação seja necessária em outro idioma, favor contar o Especialista em Título VI do MassDOT pelo fone 857-368-8580.

Si necesita información en otro lenguaje, favor contactar al especialista de MassDOT del Título VI al 857-368-8580.

如果需要使用其它语言了解信息，请联系马萨诸塞州交通部（MassDOT）《民权法》第六章专职人员，电话 857-368-8580。

如果需要使用其它语言了解信息，請聯系馬薩諸塞州交通部（MassDOT）《民權法》第六章專職人員，電話 857-368-8580。



Questions?
[Contact Us](#)

STAY CONNECTED:



This email was sent using PIMA on behalf of the: Massachusetts Department of Transportation - 10 Park Plaza - Boston, MA 02116 877-623-6846

[If you would like to unsubscribe please click here.](#)

Consent Agenda Cover Page

April 24, 2023

a. Meeting Minutes: March 27, 2023 and April 3, 2023

Draft meeting minutes from the Select Board regular session meetings held on March 27, 2023 and April 3, 2023 have been submitted for approval.

Administration Recommendation

We recommend the Select Board approve the meeting minutes as presented.

b. FY24 Barnstable County Retirement Association Cost of Living Adjustment

The Barnstable County Retirement Association is requesting a vote on an additional 2% increase of the Cost-of-Living Adjustment for retirees for fiscal year 2023. This one-time adjustment is outlined in Chapter 269 of the Acts of 2022 which was signed by the Governor on November 16, 2022. If approved, the maximum increase for any retiree would be \$30.00 per month.

Administration Recommendation

We recommend the Select Board approve this request.

c. Sign and Post May 16, 2023 Annual Town Election Warrant

The Annual Town Election Warrant has been provided by the Town Clerk for Select Board signatures, once signed the Constable will post the warrant.

Administration Recommendation

We recommend the Select Board sign the Annual Town Election Warrant.

d. Select Board Delegation of Utility Pole & Underground Cable and Conduit Petitions to Town Manager

The Town receives petitions from utility companies to install poles, underground cables, and conduits to provide service to residents. These petitions are time sensitive and follow a statutory process that includes advertisement, abutter notification, and a public hearing. Town Administration has historically worked with the utility company to complete these steps, including holding public hearings on these utility petitions at Town Hall. Section 3-2-7 of the Town Charter expressly grants the Select Board authority to delegate licensing responsibilities such as utility petitions.

Administration Recommendation

We recommend the Select Board approve delegation of said petitions to the Town Manager.

e. Approve and Sign Preservation Restriction Agreement between Town and Brewster Historical Society for Cobb House at 739 Lower Road

The Brewster Historical Society received Community Preservation funds to restore the Cobb House at 739 Lower Road. As a condition of the award, a Preservation Restriction is required.

Administration Recommendation

We recommend the Select Board approve the Preservation Restriction Agreement.

f. Fee Waiver Request: Late Fee for Annual Mooring Application

Resident Bill Engster is requesting a fee waiver of the \$20 late fee that is associated with the Natural Resources Department Renewal Mooring Application. Per the Director of Natural Resources, the \$20 late fee for mooring permits was established at least 10 years ago and has been part of the regulations ever since. An electronic mooring permit renewal was established in 2018 and the system is used to send reminders to annual mooring permit holders. Renewal Mooring Applications are due February 15, any applications or renewals received after April 1 of each year are assessed a late fee of \$20.

Administration Recommendation

The recommendation from the Natural Resources Department is not to waive the late charge.

g. One Day Entertainment Applications and Fee Waiver Request: Nauset Garden Club of Cape Cod

The Nauset Garden Club of Cape Cod has submitted two One Day Entertainment Applications to have live music at the Crosby Mansion for Art in Bloom events on Friday June 9 and Saturday June 10 from 10am – 4pm. The musician will be playing an electric keyboard with speakers indoors. The Police Chief, Planning Department, Building Department, and Health Department do not have any issues with these events.

Note that there is not a fee waiver request for these applications, the Nauset Garden Club of Cape Cod has submitted payment.

Administration Recommendation

We recommend the Select Board approve the two One Day Entertainment License applications.

h. Facility Use Applications: Brewster Historical Society (and Fee Waiver Request) and Kaleidoscope Craft Fairs

The Brewster Historical Society is requesting use of Drummer Boy Park on Friday June 23 and June 24, 2023, to host their 50th Annual Antiques Fair. Friday will be used to set up for the event from 12pm until 5pm. The event will be held on Saturday from 7am until 5pm. They expect over 500 attendees throughout the day with no more than 200 at one time. The Brewster Historical Society is also requesting a waiver of \$700 for use of the park over the two days.

Kaleidoscope Craft Fairs is requesting to add Friday July 14 and Friday August 4, 2023 to their already approved weekends to host their craft fairs. These dates will be used to set up the property for the vendors.

The following departments have reviewed the applications and provided their feedback:

- Fire Department – no concerns with the applications as presented.
- Health Department – if any food is to be offered at any event, the applicant must apply for food permits.
- Department of Public Works – if rain is predicted prior to or during the events, parking on the wet-side in the grass should be restricted to keep any vehicles out of the ponding area.

- Town Administration:
 - Applicants and their guests are responsible for removing their own trash.
 - No vehicles can traverse over the paved walking paths.
 - Applicants must work with the Department of Public Works ahead of the event to put up traffic measures near the walking paths.
 - The sale of single use plastic bottled water is prohibited on town property.

Administration Recommendation

We recommend the Select Board approve the Facility Use applications and the fee waiver request.

i. Request from Brewster Whitecaps for Temporary Signage and Fee Waiver at Brewster Beaches

The Brewster Whitecaps is requesting to place temporary signs with the Whitecaps 2023 Home schedule at town beaches in June, July and early August. The locations include Saints Landing, Breakwater Beach, Crosby Landing, Mants Landing, Linnell Landing and First Light Beach. In addition, the Whitecaps are requesting a fee waiver for the temporary sign permit fees through the Building Department.

Administration Recommendation

We recommend the Select Board approve the posting of the Whitecaps schedule and waiver of temporary sign fees.

j. Town Landing and Public Beach Access Requests: Point of Rocks Landing, Ellis Landing and Breakwater Landing

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 beach. 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 Tuesday April 25, 2023, to sunset, Friday, April 28, 2023. The conditions for approval for use of Point of Rocks beach landing are outlined in the accompanying letter, which has been drafted by Town Administration in conjunction with the Conservation Administrator.

Anchor Marine Inc., on behalf of the owners of 35, 41 & 51 Captain Dunbar Road, has applied for use of Town Landing and public beach access at Ellis Landing beach. 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 265 cubic yards of sand is also requested. Access will be granted from Tuesday April 25, 2023, to sunset, Friday, April 28, 2023. The conditions for approval for use of Ellis Landing beach are outlined in the accompanying letter, which has been drafted by Town Administration in conjunction with the Conservation Administrator.

SumCo Eco-Contracting, LLC, on behalf of the owners of 268 Breakwater & 257 Crocker Lane, has applied for use of Town Landing and public beach access at Breakwater beach. The Breakwater 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 20 cubic yards of sand is also requested. Access will be granted from Tuesday April 25, 2023, to sunset, Friday, April 28, 2023. The conditions for approval for use of Breakwater beach landing are outlined in the accompanying letter, which has been drafted by Town Administration in conjunction with the Conservation Administrator.

Administration Recommendation

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



Town of Brewster

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

Office of:
Select Board
Town Manager

MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: March 27, 2023
TIME: 5:45 PM
PLACE: 2198 Main Street

Participants: Chair Whitney, Selectperson Chatelain, Selectperson Hoffmann, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Human Resources Director Susan Broderick, Assistant Town Manager Donna Kalinick,

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

Chair Whitney called the meeting to order at 5:45pm, declared a quorum by announcing all members of the Board are present and read the meeting participation and recording statements.

Selectperson Hoffmann moved to enter executive session. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Executive Session

- 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)
- 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)

The Board returned to regular session at 5:58pm.

Discuss and Vote on FY24-26 SEIU DPW/Golf/Water Union Contract

Mr. Lombardi shared that the Town has reached a tentative agreement with SEIU Local 888, which represents DPW, Golf and Water employees. The union took a ratification vote in favor of the tentative agreement last week, the contract is subject to appropriation by Town Meeting in May. This contract is for a 3-year term, with a cost of living adjustment of 2.5% in each of those three years.

Selectperson Hoffmann moved to accept the FY24-26 SEIU DPW/Golf/Water Union contract as negotiated. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Public Announcements and Comment:

Carol Marie Anderson of Long Pond Road shared her concern of the telephone poles and the tubing that has been placed on these poles, referencing an incident in Chatham where a telephone pole snapped in half on a public road. Ms. Anderson believes this is a safety concern and would like for the Town to consider buried utility lines.



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Select Board Announcements and Liaison Reports

Selectperson Chaffee shared that Beautify Brewster Day will be held on Saturday April 29, 2023, with a rain date of April 30, 2023. Information is available on the Town website, to sign up, reach out to Ryan Burch at Department of Natural Resources or contact Meg Morris the Recycling Commission Chair at megmorris141@gmail.com.

Town Manager's Report

Mr. Lombardi noted Brewster's continued participation in the Cape and Islands Water Protection Fund and the Water Resources Task Force meets monthly and is looking forward to a report from the Cape Cod Commission on technical assistance and accessing State and Federal funds to help with some of the non-traditional projects. Mr. Lombardi has recently been appointed to serve on the Executive Committee of the Water Resources Task Force Board, adding that three out of the five seats on the Executive Committee are held by lower and outer cape towns.

Consent Agenda

- a. Meeting Minutes: January 11, 2023
- b. Appointment: Pond Property Planning Committee- Tino Kamarck as Brewster Conservation Trust Representative
- c. Facility Use Applications: First Parish Brewster- Paines Creek Beach and Brewster Pond Coalition- Upper Mill Pond Landing
- d. One-Day Entertainment License Applications: First Parish Brewster (Paines Creek Beach), Hackenson (29 Pebble Path), Beck/Fambrough (Crosby Beach), and Beyond the Bounds (1077 Main Street)
- e. Fee Waiver Request: First Parish Brewster
- f. Pass Through Town Permission: Harbor to the Bay
- g. Approved Liquor License Transfer Application Correction: Brewster Village Marketplace

Selectperson Hoffmann moved to approve the Consent Agenda from March 27, 2023. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on 2023 Personnel Bylaw Fixed Wages and Salaries Scale

Human Resource Director, Susan Broderick presented the amended FY23 and the new FY24 fixed rate and salary scale. The scales encompass all the seasonal positions and some of the part-time positions. The scale is reviewed annually, adding that these positions do not receive an automatic cost of living increase, merit, or step increases. Policy states that the Town will use the States minimum wage as its lowest level of pay on the scale. All Department heads with positions in the scale have reviewed the scale.

Changes include:

- The Recreation Department added 2 new positions both in FY23 and FY24 (pool attendant and pool manager), lifeguards (FY24 pay \$20-\$26 per hour) and water safety instructors. The maximum pay was increased.
- Other Departments have added a clerical support position.



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Selectperson Hoffmann moved to approve the Personnel Bylaw Fixed Wages and Salaries Scale as presented. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Review and Vote on FY24 Nauset Public School Budgets- Select Board FY23-24 Strategic Plan Goal G-1

Mr. Lombardi reviewed that the Elementary Schools operating budget is set to increase in FY24 by 7.89% over FY23. The benefits are decreasing by a little over 2.5% and the net increase in their expenses is increasing by 5.54%. The Town had originally anticipated being able to accommodate a 3% operating increase for the schools, which was made clear to them following the 5-year financial forecast in December. Due to increases in State Aid the Town can now accommodate a 4% increase in the Elementary Schools and on the Regional Assessment. Mr. Lombardi noted that the difference between what has been approved by the Regional School Committee and funding available in the Town's levy limits is \$316,878.

The Regional Schools proposed operating expenses are set to increase by 7.69%, noting a minor enrollment shift that impacts assessments. Mr. Lombardi noted that the Town has enough funding in our budget for a 4% increase, the operating override is \$647,720. Mr. Lombardi noted the expenses for sending kids who live in member towns out through school choice or charter schools has doubled from FY20 actuals to FY24 budget from \$1.4M to just under \$3M. To help reduce our assessments we have historically used school choice revolving funds to help offset the increased expense, this revenue source has gone down by more than 50% in the same 4 years, from \$2.1M to \$1M.

Members of the Select Board expressed their concerns with the presented budgets, including staffing levels, enrollment trends and forecasting.

Mr. Lombardi reviewed the overrides for both the Elementary School and Region, noting that if the Elementary School operating overrides fails then the Town won't have increased its levy to fund that portion of the budget. There are two options, reduce the Town's budget by \$315K or we go back to the School Committee to revisit the amount they voted on originally and bring the revised budget back to a Special Town Meeting and a Special Town Election. For the Region, the Regional School Committee has certified a certain budgeted amount, we can fund a portion of it, but not all of it. There will be a warrant article and a local election, if either of these fail in Brewster and they don't fail in any of the other three member Towns, the Region budget will have been constructively approved by the other member Towns and we will have to fund it, we will not have a choice. Adding that the Town would have to reduce funding in the Town budget in the amount of \$650K or call a Special Town Meeting and Special election. Mr. Lombardi noted that the Regional School Committee is not required to revisit their budget, they may if they so choose. If either the Town Meeting vote or the override fails in Brewster and one other Town, this is considered a failed Regional School budget and the committee is then required to revote their budget. All four Towns would need to vote at a Special Town Meeting and Special Election again. The budget is not considered approved until it is fully funded, and the budget cannot be fully funded within the Town's levy, this requires an override which is a Town Meeting vote and a ballot vote.



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Selectperson Hoffmann moved to approve the Brewster Elementary Schools Budget in the amount of \$10,755,678. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-no, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 4-Yes, 1-No.

Selectperson Hoffmann moved to approve the Nauset Regional Schools Operating Budget for a total of \$14,906,481. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-no, Selectperson Chatelain-no, Selectperson Hoffmann-yes, Selectperson Chaffee-no, Chair Whitney-no. The Board vote was 1-Yes, 4-No.

Discuss Proposition 2 ½ Nauset Regional and Brewster Elementary School Operating Overrides

Chair Whitney noted the total would be \$964,598 if in one article. The Select Board agreed that there should be two separate articles and two separate ballot questions.

Discuss and Vote on 2023 Annual Town Meeting Warrant Articles

- Article 1: Cape Cod Tech Regional Operating Budget
 - The overall budget is increasing by 3.8%, there are significant increases in revenue sources and Brewster enrollment is decreasing.

Selectperson Hoffmann moved to approve the Article for the Cape Cod Regional Technical High School Operating budget in the amount of \$1,464,365. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 6: Town Operating Budget
 - Overall, the Town's operating expenses, apart from transfers to the Housing Trust, OPEB, Water Quality Capital Stabilization, and Capital Stabilization is increasing by a little under 4.2%. Changes include:
 - General Government: Moderator – originally proposed an increase of his compensation, which was declined. Level funded at \$300.
 - Select Board/Town Administration – was increased by \$4300 to account for the salary of a part time administrative floater.
 - Insurance, Utilities, and Fringe Benefits- shifted a little over \$15K from health insurance to contractual obligations.

Selectperson Hoffmann moved to recommend the Town Operating Budget for a grand total of \$25,309,899. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.



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- Article 7: Water Department Operating Budget

Selectperson Hoffmann moved to recommend the Water Department Enterprise Fund Operating Budget for a total of \$2,897,932. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 8: Golf Department Operating Budget

Selectperson Hoffmann moved to recommend the Golf Department Enterprise Fund Operating Budget for a total of \$4,386,855. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 10: Capital & Special Projects Expenditures

- New capital requests that were not originally included:

- Select Board- supplemental funding to complete the fertilizer leaching rate study at the Captains Golf Course. Seeking \$40K through Water Quality Stabilization fund for supplemental data collection that needs to be completed.
- Select Board- Vesper Pond Road Betterment transfer from Road Betterments Receipt Reserved for Appropriation Fund to fund engineering for the project that has already been approved by Town Meeting. The Town will fully recoup the costs of the work of \$26K.
- Police-\$20K from free cash to support development of a 5-year strategic plan.
- Brewster Elementary Schools – upgrades to the roof and HVAC system at the Stony Brook School. In all project scenarios, giving the size, scale, and costs, will trigger other code compliance, seeking \$100K from free cash to undertake the effort.
- Anticipated Spring 23 Capital Request, \$80K funding for the Stony Brook generator has been moved back to accommodate the code compliant study request.
- Public Works- Dog Park Repairs & Maintenance \$10K from free cash, will be drawn down on over multiple fiscal years.
- Water Enterprise- Hydration Station Program, \$25K from Water Retained Earnings. Decreased the water meter replacement project to help cover this cost.
- Cemetery Improvements \$40K for all Town cemeteries funded through the Cemetery Perpetual Care Fund.
- Brewster Ladies Library – IT & Telephone Equipment Upgrades funding source changed to Telecommunication Revolving Fund.

Selectperson Hoffmann moved to recommend the Capital and Special Project Expenditures for a total of \$1,951,748. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.



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- Article 11: Free Cash Appropriations, will have a balance of about \$1.6M
 - \$250K to Capital Stabilization Fund
 - \$250K to Short-term Debt

Selectperson Hoffmann moved to recommend the Free Cash Appropriations as follows: from Free Cash to Capital Stabilization Fund- \$250K and from Free Cash to Short-term Debt-\$250K. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 12: Special Revenue Fund/Cable Franchise Fee Account

Selectperson Hoffmann moved to recommend the transfer for the Special Revenue Fund for the Cable Franchise Fee Account in the amount of \$250K. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 13: Town Bylaw Amendment: Creation of New Community Garden and Wetlands Protection Revolving Funds
 - The Community Garden has a long-standing partnership with Brewster Conservation Trust and includes about 65 plots that residents use and has a long waitlist. The fund will properly account for the collection of fees and expenditures of the Community Garden.
 - Wetland Protection Revolving Fund creates an appropriate mechanism to access the funds.

Selectperson Hoffmann moved to recommend the creation of a new community garden and wetlands protection revolving fund for \$50K each, for a total of \$100K. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 19: SEIU Collective Bargaining Agreement

Selectperson Hoffmann moved to recommend the SEIU Collective Bargaining Agreement as printed. Selectperson Chaffee second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 22: Special Act: Transfer Care, Custody, and Control & Change Uses of Wing Island
 - The new purposes of Wing Island in the first paragraph in the article language and the special act language should state that it is being changed to “conservation and open space purposes”.

Selectperson Hoffmann moved to recommend the Special Act: Transfer care, Custody, and Control & Change Uses of Wing Island as written and amended. Selectperson Bingham second. A roll call vote was taken.



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

- Article 23: Town Bylaw Amendment: Building Needs and Assessment Committee
 - Identified this committee that has been inactive for almost a decade and requires Town Meeting to dissolve the committee. Responsibilities have been assumed by other committees and by Town staff.

Selectperson Hoffmann moved to recommend the Town Bylaw Amendment: Building Needs and Assessment Committee to be deleted as printed. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Ms. Kalinick noted that a pre-Town Meeting forum will be held on April 18 at 6pm.

FYIs

None

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None

Next Meetings

April 3, April 24, and May 1, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 7:35pm. Selectperson Chaffee second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, Consent Agenda items, Fixed Rate and Salary Scale, FY24 Nauset Public School Budgets, Proposition 2 ½ Nauset Regional and Brewster Elementary School Operating Overrides, 2023 Draft Annual Town Meeting Warrant Articles, For Your Information



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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: April 3, 2023
TIME: 5:15 PM
PLACE: 2198 Main Street

Participants: Chair Whitney, Selectperson Chatelain, Selectperson Hoffmann, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Human Resources Director Susan Broderick, Assistant Town Manager Donna Kalinick, Finance Director Mimi Bernardo, Town Moderator Charles Sumner, Al DeNapoli, Amanda Bebrin, Sharon Tennstedt

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

Chair Whitney called the meeting to order at 5:15pm, declared a quorum by announcing all members of the Board are present (Selectperson Chaffee attended virtually) and read the meeting participation and recording statements.

Executive Session

- 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 & Police Personnel Bylaw)
- 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 (Police Officers Union, Police Superiors Union, Police Dispatchers Union, OPEIU & SEIU Library)

Selectperson Hoffmann moved to enter executive session. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

The Board returned to regular session at 5:57pm.

Vote on FY24-26 Police Personnel Bylaw, Personnel Bylaw, OPEIU, Police Officers, Police Superiors and/or Police Dispatchers Union Contracts

Mr. Lombardi reported that all employee agreements are ready to be voted on by the Select Board and that they have been ratified by their respective bargaining units. Generally, these are 3-year contracts with a 2.5% cost of living adjustment in each of the 3 fiscal years. There are included changes to wage scales where the current first step is being removed and a new top step in either FY24 or FY25 depending on the bargaining unit. Selectperson Chaffee recused herself from the Police Superiors Union Contract vote.

Selectperson Hoffmann moved to approve the FY24-26 Police Personnel Bylaw, Personnel Bylaw, OPEIU, Police Officers and Police Dispatchers union contracts. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.



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Selectperson Hoffmann moved to approve the FY24-26 Police Superiors union contracts. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Public Announcements and Comment

Hal Minis of 377 Tubman Road congratulated the Town on the website and the use of OpenGov for the budget information.

Select Board Announcements and Liaison Reports

None

Town Manager's Report

Mr. Lombardi shared the following updates:

- The Town has applied for State grant funding through the Community Compact Best Practices program in the amount of \$25K to help develop our second iteration of our 5-year Age friendly community action plan and another \$13K+ to support DEI policy audit and training for Town Officials.
- The State supplemental budget that was approved last week included provisions to continue expanded open meeting law through Spring of 2025. The Expanded outdoor dining program was also continued through next Spring.
- A pre-Town Meeting information session will be held on Tuesday April 18th at Town Hall. Allows for questions and comments from residents.
- A round table discussion with relevant Town and School officials will be held next week. This will be broadcast on Channel 18 and will be available on the Town Website.
- Fire Chief Moran will be out on medical leave for about 4 weeks, in his absence Deputy Chief Varley has been appointed to serve as Acting Chief.
- Brittany Taylor has been hired as the new Library Director, Brittany was unanimously and strongly recommended.
- The Town will be operating the Brewster Community Pool with in-house staff this summer, several job opportunities have been posted. The Town is offering competitive pay and training for lifeguards.
- The Swap Shop will be opening on Friday April 14, 2023, hours will be Friday through Sunday 10am until 2pm, additional hours will be added for high season. The Swap Shop is for residents only.

Consent Agenda

- a. Meeting Minutes: March 20, 2023
- b. Acceptance of Grants and Gifts
- c. Facility Use Applications: Family Pantry of Cape Cod and The Anglican Church of the Resurrection (with Fee Waiver Request)
- d. One Day Liquor License Applications: Cape Rep Theatre
- e. One Day Entertainment License Application: Nichols (345 Robbins Hill Road)



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- f. Approve and Sign Updated Amendment to Local Initiative Program (LIP) Home Ownership Regulatory Agreement and Declaration of Restrictive Covenants for Two Affordable Habitat for Humanity Homes on Phoebe Way
- g. Town Landing and Public Beach Access Request: Point of Rocks Landing

Selectperson Hoffmann moved to approve the Consent Agenda as amended for April 3, 2023. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-abs, Chair Whitney-yes. The Board vote was 4-Yes, 0-No, 1-Abs.

Review and Vote on Select Board Policy for Brewster Community Pool

Mr. Lombardi noted that the Recreation Commission recently approved rules and regulations subject to Town Counsel review, a draft version was included in the packet. Pool passes will be on sale starting next week through our mail in program, information has been sent to residents. The Town has developed frequently asked questions that will be available on the website. The draft policy is consistent with the First Light Beach policy and the rules and regulations adopted by the Recreation Commission. Mr. Lombardi reviewed that the plan is to require residents to purchase both a pool pass and a beach parking permit to allow access to the property. Check in will be at the gate house and if using the pool will have to show their pass to the pool attendant. The hours of operation are expected to be from 7am until 6pm.

Selectperson Chaffee recommended changing a part of the draft rules regarding commercial activities to require permission from the Town Manager.

Selectperson Hoffmann moved to approve the Select Board Policy for Brewster Community Pool Residents Only as amended. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

6:15pm Public Hearing: Change of Liquor License Classification: JDT Investments, LLC d/b/a the Kitchen Café, 2671 Main Street

It was noted that this is a continued hearing from the previous Select Board meeting. Ms. Kalinick shared that there was an Annual All Alcohol Beverage On-Premises Liquor License that became available recently. The applicants currently hold a Seasonal All-Alcoholic Beverage On-Premises Liquor License and request to transfer their Seasonal License to an Annual License. The applicant's attorney Al DeNapoli was present to answer any questions, there were no questions from the Board or the public.

Selectperson Hoffmann moved to approve the change of liquor license classification JDT Investments, LLC d/b/a the Kitchen Café, 2671 Main Street. The change is from a Seasonal to an Annual All Alcohol Beverage On-Premises Liquor License. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.



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

Discuss and Vote on Proposed Changes to Vision Planning Committee Charge

Mr. Lombardi shared that following the outcome of the Special Town Meeting in November and debrief sessions with Town Administration and members of the Vision Planning Committee it was agreed to refocus the charge to have clear understanding for committee members and residents about what the next several months will look like. The charge has been updated to focus the committees work on preparing a revised draft of the Local Comprehensive Plan (LCP) to recommend at Town meeting.

Sharon Tennstedt, Chair of the VPC, commented that the committee will be focusing on a careful review of the text of the LCP, looking at all references to either the Drummer Boy Park Master Plan or to the previously included references to the Boardwalk. The committee will continue with educating the public on the LCP and its intent, including how it will be used to guide policy making and decisions, in particular to land use. The goal is to bring the revised LCP to Fall Town Meeting.

Selectperson Hoffmann moved to approve the Vision Planning Committee Charge as printed in the packet. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Discuss and Potential Vote on Proposed Drummer Boy Park Advisory Committee Charge- Joint with Town Moderator

Mr. Lombardi shared that the development of the first Master Plan was adopted in the mid-nineties and the current plan was adopted at the Town Meeting in November 2021. The March Special Town Meeting voted to reconsider the acceptance of the plan and send the plan to a new committee for further study with a plan to report back to Town Meeting in May of 2024. A draft charge has been developed in communication with the Town Moderator, which was consistent with the motion made at the Town Meeting.

Mr. Lombardi reviewed the following highlights:

- The new committee charge will be to re-evaluate the 2021 Master Plan and decide whether any changes need to be made.
- Any recommended changes to the Master Plan would not include any changes to Wing Island.
- This is an ad hoc advisory committee.
- Review the overall goals and recommendations that were identified in the plan considering the Town's Open Space and Recreation Plan. Continue outreach to the community in identifying future public uses.
- The committee as proposed would consist of 7 members, appointed by the Select Board in consultation with the Moderator. Includes one representative from the Natural Resources Advisory



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Commission, one from the Council on Aging Board, one from the Recreation Commission, and 4 at large members. The term is through May of 2024.

- The Select Board will appoint a liaison to the Committee, the advisory committee will be supported by Town Staff.
- Non-voting representatives from the Natural History Museum, Brewster Conservation Trust and the Brewster Historical Society.

Mr. Lombardi reviewed the process, which will be consistent with the Select Board appointment policy. The Town Moderator will be involved in the screening process with the Select Board liaison. Chair Whitney noted that members of the Friends of Wing Island are welcome to apply as members at large.

Ms. Kalinick mentioned for this Committee we don't have any further funding for consultants. The Town had received grants from the State to fund the consultation and engineering work that was completed in the Plan. This is the same with the Vision Planning Committee.

Selectperson Hoffmann moved to approve the proposed charge of the Drummer Boy Park Advisory Committee as presented in the packet. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Review and Vote to Place Proposition 2 ½ Nauset Regional and Brewster Elementary School Operating Overrides on May 16, 2023 Local Election Ballot

Mr. Lombardi shared that the Town is looking at an almost \$965K operating override between the two, the Board voted at the last meeting to have two separate overrides. Language is included in the packet relative to placing the overrides on the May 16 ballot. For the Elementary School it is \$316,878 and for the Regional School it is \$647,720. The tax impact for the overrides, based on FY23 total valuation (which will be updated next year):

- For the Elementary school override; a \$.06 per thousand impact on the tax rate, approximately \$35 for the medium single family residential home (\$636K).
- For the Regional School override; a \$.11 per thousand or \$71 in additional permanent increases to the tax levy.

Ms. Bernardo noted that the tax impact of the High School project is a temporary increase, where these are permanent.

Selectperson Hoffmann moved to place the proposition 2 ½ Nauset Regional and Brewster Elementary School Operating Overrides on the May 16, 2023 Local Election ballot. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.



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Office of:
Select Board
Town Manager

Discuss and Vote on Spring 2023 Town Meeting Warrant Articles

- Article 3: Elementary Schools Operating Override

Selectperson Hoffmann moved to recommend the Elementary Schools Operating Override as written in the draft warrant, Article #3. Selectperson Chatelain second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Article 5: Nauset Region Operating Override

Selectperson Hoffmann moved to recommend the Nauset Regional Schools Operating Override as written in the draft warrant, Article #5. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-no, Selectperson Bingham-no, Selectperson Chaffee-no, Chair Whitney-yes. The Board vote was 2-Yes, 3-No.

- Article 10: Capital and Special Projects

- Changes that require revotes

- Section 2, new item B Town Hall Window Replacement; a \$75K appropriation from Free Cash. Town Meeting had previously appropriated funds for this project, completed the bid process and originally planned on giving flexibility to complete in two phases. Bids came in about \$265K with the base bid plus the alternate, concerned if we wait for phase 2 the costs will escalate significantly. Request is to complete in one phase.
- Section 5, item D- Walkers Pond Water Quality- a study was completed and are now looking at a less expensive potential solution. Reducing the amount from \$80K to \$50K from Free Cash.
- Section 9, item D- Exterior painting of the water tanks, the article has been updated to reflect the full borrowing expenses of the project of \$650K and identified the plan to issue short-term debt. Recent bids came in lower than anticipated.
- Section 12- Captains Golf Course seeking \$125K for window and door replacement, the bids came in significantly above what was anticipated. This item has been removed to identify the long-term plan for the project.

Selectperson Hoffmann moved to recommend the changes within the draft warrant as printed in the packet for the addition of item 2B, the change of amount in item 5B, the change in amount and the source of item 9D and the omission of 12A. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

- Articles 15,16,17, 18, 20 and 21: Collective Bargaining and Non-union Personnel Obligations

Selectperson Hoffmann moved to recommend the Police Patrol Officers Collective Bargaining Agreement as printed in the draft warrant, Article #15. Selectperson Bingham second. A roll call vote was taken.



Town of Brewster

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

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

Selectperson Hoffmann moved to recommend the Police Superior Union Collective Bargaining Agreement as printed in the draft warrant, Article #16. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Chaffee-abs, Chair Whitney-yes. The Board vote was 4-Yes, 0-No, 1-Abs.

Selectperson Hoffmann moved to recommend the Police Dispatchers Union Collective Bargaining Agreement as printed in the draft warrant, Article #17. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Selectperson Hoffmann moved to recommend the Ladies Library Union Collective Bargaining Agreement as printed in the draft warrant, Article #18. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Selectperson Hoffmann moved to recommend the OPEIU Collective Bargaining Agreement as printed in the draft warrant, Article #20. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Selectperson Hoffmann moved to recommend the Non-Union Personnel Wage Funding as printed in the draft warrant, Article #21. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Vote to Close and Post May 1, 2023 Town Meeting Warrant

Selectperson Hoffmann moved to close and post the May 1, 2023 Town Meeting warrant. Selectperson Bingham second. A roll call vote was taken. Selectperson Chaffee-yes, Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

FYIs

None

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None



Town of Brewster

2198 Main Street
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Office of:
Select Board
Town Manager

Next Meetings

April 24, May 1 (Town Meeting), May 8, May 17, May 22, and June 5, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 7:29pm. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda, Change of Liquor License Classification application, Proposed Drummer Boy Park Advisory Committee Charge, Vision Planning Committee Charge, Brewster Community Pool Policy, Schools Operating Override Ballot questions, Spring 2023 Town meeting warrant draft articles, For Your Information

DRAFT

BARNSTABLE COUNTY RETIREMENT ASSOCIATION

750 Attucks Lane, Hyannis, MA 02601 ♦ 508-775-1110 ♦ Fax 508-775-1344 ♦ www.barnstablecountyretirement.org

MEMORANDUM

Correction

TO: Select Board
FROM: Barnstable County Retirement Association
DATE: March 7, 2023

We would like to inform you that on November 16, 2022, the Governor approved Chapter 269 of the Acts of 2022 which allows for a **1 time** adjust of the Cost-of-Living (COLA) for retirees from a maximum of 3% to 5% for **only Fiscal Year 2023 (FY2023)**. Please note that the Barnstable County Retirement Association has established a maximum of \$18,000.00 base for calculation of the COLA which would mean that if this is approved, the maximum increase to any retiree would be \$30.00 per month. Attached to this memorandum is a copy of Chapter 269 of the Acts of 2022, PERAC Memo #29/2022, a letter showing the additional total cost to the system annual for FY2025 to FY2037, what the current appropriation cost, and a spreadsheet showing an estimated additional cost per unit for only FY2025 and FY2026. This is **only an estimate**, the percentage of the total appropriate per unit changes annually. Each unit percentage is based on the reported salary on September 30 as a percentage of the total reported by all units each year. ***Barnstable County Retirement Association retirees will only receive this increase if it is approved by of the Retirement Board, Barnstable County Commissioners, and two-thirds of the towns within our system.*** If you have any questions as you are reviewing this information, please feel free to contact Susy Holmes at 508-775-1110 or by email at sholmes@barnstablecountyretirement.org

We respectfully request that the Board of Selectman review the attached information and let us know if we could be of any assistance in this matter. This matter is time sensitive as the legislation requires us to act on this by the end of this fiscal period (6/30/2023). We ask that you place it on your agenda as soon as you feel you can make an educated vote to either approve or deny this additional 2% Cost-of-Living Adjustment.

Please notify this office of your decision by May 31, 2023 by any of the following:

Regular mail to: Susy Holmes, Executive Director
Barnstable County Retirement Association
750 Attucks Lane
Hyannis, MA 02601
Fax: 508-775-1344
Email: sholmes@barnstablecountyretirement.org

Thank you for your time and consideration in this matter.

***Correction was FY2024 to FY2023

Acts (2022)

Chapter 269

AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

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

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied,

shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

Approved, November 16, 2022.

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment (“COLA”) for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer¹ - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

¹ As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards
FROM: John W. Parsons, Esq., Executive Director
RE: 5% Local COLA option
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.

Section 2: Actuarial Valuation Results

Funding schedule

(1) Fiscal Year Ended June 30	(2) Employer Normal Cost	(3) Amortization of 2002 ERI	(4) Amortization of 2003 ERI	(5) Amortization of 2019 ERI	(6) Amortization of Remaining Unfunded Liability	(7) Plan Cost Without Retired Sheriff Liability (2)+(3)+(4)+ (5)+(6)	(8) Amortization of Retired Sheriff Liability	(9) Actuarially Determined Contribution (ADC): (7)+(8)	(10) Total Unfunded Actuarial Accrued Liability at Beginning of Fiscal Year	(11) Percent Increase in Actuarially Determined Contribution
2023	\$22,167,096	\$485,011	\$228,192	\$320,095	\$53,720,572	\$76,920,966	\$1,878,012	\$78,798,978	\$780,819,667	--
2024	22,970,379	504,411	237,320	320,095	57,379,868	81,412,073	1,957,246	83,369,319	775,158,220	5.80%
2025	23,802,589	524,587	246,813	320,095	61,270,832	86,164,916	2,039,824	88,204,740	765,145,764	5.80%
2026	24,664,761	545,571	256,685	320,095	65,407,618	91,194,730	2,125,885	93,320,615	750,233,809	5.80%
2027	25,557,972	567,394	266,953	320,095	69,805,219	96,517,633	2,215,578	98,733,211	729,820,943	5.80%
2028	26,483,331	590,090	277,631	320,095	74,479,536	102,150,683	2,309,054	104,459,737	703,248,288	5.80%
2029	27,441,990	613,693	288,736	320,095	79,447,413	108,111,927	2,406,475	110,518,402	669,794,576	5.80%
2030	28,435,140	638,241	300,285	320,095	84,726,703	114,420,464	2,508,005	116,928,469	628,670,840	5.80%
2031	29,464,017	663,770	312,297	320,095	90,336,322	121,096,501	2,613,819	123,710,320	579,014,674	5.80%
2032	30,529,897	690,321	324,789	320,095	96,296,319	128,161,421	2,724,098	130,885,519	519,884,039	5.80%
2033	31,634,107	717,934	337,780	320,095	102,627,934	135,637,850	2,839,029	138,476,879	450,250,565	5.80%
2034	32,778,016	746,652	351,291	320,095	109,353,674	143,549,728	2,958,810	146,508,538	368,992,337	5.80%
2035	33,963,045	776,518	365,343	320,095	116,497,388	151,922,389	3,083,644	155,006,033	274,886,089	5.80%
2036	35,190,665	807,578	379,957	320,095	124,084,344	160,782,639	3,213,744	163,996,383	166,598,798	5.80%
2037	36,462,400	839,881	395,155	0	38,812,120	76,509,556	3,349,334	79,858,890	42,678,601	-51.30%
2038	37,779,825	0	0	0	0	0	0	37,779,825	0	-52.69%
2039	39,144,573	0	0	0	0	0	0	39,144,573	0	3.61%
2040	40,558,336	0	0	0	0	0	0	40,558,336	0	3.61%
2041	42,022,868	0	0	0	0	0	0	42,022,868	0	3.61%

Notes:

Actuarially Determined Contributions are assumed to be paid on July 1 and December 31.

Actuarial Determined Contribution for fiscal year 2023 is set to the budgeted amount determined with the prior valuation.

Item (2) reflects 3.25% growth in payroll as well as 0.15% adjustment to total normal cost to reflect the effects of mortality improvement due to generational mortality assumption.

Projected normal cost does not reflect the impact of pension reform for new hires.

The 2002 and 2003 ERI amortization payments are calculated to increase 4.0% per year.

The payments on the Retired Sheriff Liability (item (7)) increase 4.22% per year.

Projected unfunded actuarial accrued liability does not reflect deferred investment gains and losses.

Estimated cost increase for FY2025 and FY2026 only based on FY2024 percentage
 Additional annual cost will be added for FY2025 to FY2037 to current appropriation schedule

###	UNIT		estimate for FY2025	sheriff	estimate for FY2026	sheriff
001	BARNSTABLE COUNTY	4.21%	\$ 45,451.24	\$ 27,114.00	\$ 48,087.42	\$ 28,258.00
002	COUNTY HOSPITAL	0.00%	\$ -		\$ -	
003	BARNSTABLE	15.58%	\$ 168,201.99		\$ 177,957.72	
004	BARNSTABLE FIRE	0.71%	\$ 7,665.17		\$ 8,109.75	
005	BARN HSG AUTH	0.33%	\$ 3,562.69		\$ 3,769.32	
006	BOURNE	5.66%	\$ 61,105.47		\$ 64,649.60	
039	BOURNE HSE AUTH	0.07%	\$ 755.72		\$ 799.55	
007	BOURNE REC AUTH	0.21%	\$ 2,267.16		\$ 2,398.66	
008	BOURNE WATER DIST	0.20%	\$ 2,159.20		\$ 2,284.44	
009	BREWSTER	4.03%	\$ 43,507.96		\$ 46,031.43	
041	BREWSTER HSE AUTH	0.02%	\$ 215.92		\$ 228.44	
010	BUZZARDS BAY WATER	0.13%	\$ 1,403.48		\$ 1,484.88	
011	CC MOSQ CONTROL	0.51%	\$ 5,505.97		\$ 5,825.32	
012	CC REG TECH	0.68%	\$ 7,341.29		\$ 7,767.09	
013	COMM FIRE DIST	2.32%	\$ 25,046.77		\$ 26,499.48	
014	CHATHAM	3.28%	\$ 35,410.95		\$ 37,464.78	
040	CHATHAM HSE	0.06%	\$ 647.76		\$ 685.33	
015	COTUIT FIRE	0.56%	\$ 6,045.77		\$ 6,396.43	
016	DENNIS	5.10%	\$ 55,059.70		\$ 58,253.17	
017	DENNIS HSE AUTH	0.12%	\$ 1,295.52		\$ 1,370.66	
018	DENNIS WATER DIST	0.41%	\$ 4,426.37		\$ 4,683.10	
019	D/Y REG SCH DIST	2.08%	\$ 22,455.72		\$ 23,758.16	
020	EASTHAM	2.78%	\$ 30,012.94		\$ 31,753.69	
021	HARWICH	4.39%	\$ 47,394.53		\$ 50,143.41	
022	HYANNIS FIRE DIST	2.03%	\$ 21,915.92		\$ 23,187.05	
023	MASHPEE	5.10%	\$ 55,059.70		\$ 58,253.17	
044	MASHPEE HSE AUTH	0.10%	\$ 1,079.60		\$ 1,142.22	
043	MASHPEE WATER	0.25%	\$ 2,699.01		\$ 2,855.55	
024	T/NANTUCKET	10.52%	\$ 113,574.13		\$ 120,161.44	
046	NANTUCKET HSE	0.02%	\$ 215.92		\$ 228.44	
025	C/NANTUCKET	0.39%	\$ 4,210.45		\$ 4,454.65	
049	NANTUCKET REG TRANS	0.05%	\$ 539.80		\$ 571.11	
026	NAUSET REG SCH DIST	1.20%	\$ 12,955.22		\$ 13,706.63	
027	N SAGAMORE WTR	0.07%	\$ 755.72		\$ 799.55	
028	ORLEANS	3.25%	\$ 35,087.07		\$ 37,122.12	
037	ORLEANS HSG	0.08%	\$ 863.68		\$ 913.78	
042	GROUND WATER	0.00%	\$ -		\$ -	
029	PROVINCETOWN	3.12%	\$ 33,683.58		\$ 35,637.23	
030	SANDWICH	6.39%	\$ 68,986.57		\$ 72,987.79	
047	SANDWICH HSE	0.09%	\$ 971.64		\$ 1,028.00	
031	SANDWICH WATER	0.31%	\$ 3,346.77		\$ 3,540.88	
032	TRURO	1.93%	\$ 20,836.32		\$ 22,044.83	
033	VETERANS DIST	0.12%	\$ 1,295.52		\$ 1,370.66	
034	WELLFLEET	2.19%	\$ 23,643.28		\$ 25,014.60	
035	YARMOUTH	6.76%	\$ 72,981.10		\$ 77,214.00	
036	YARMOUTH HSE AUTH	0.06%	\$ 647.76		\$ 685.33	
038	W BARNSTABLE FIRE	0.22%	\$ 2,375.12		\$ 2,512.88	
050	CAPE COD REG TRANS	0.26%	\$ 2,806.97		\$ 2,969.77	
051	MONOMOY REG SCH DIST	1.57%	\$ 16,949.75		\$ 17,932.84	
052	PROVINCETOWN HSE AUTH	0.00%	\$ -		\$ -	
053	CAPE LIGHT COMPACT	0.48%	\$ 5,182.09		\$ 5,482.65	
	TOTALS:	100.00%	\$ 1,079,602.00	\$ 27,114.00	\$ 1,142,219.00	\$ 28,258.00

**TOWN OF BREWSTER
ANNUAL TOWN ELECTION
WARRANT
May 16th, 2023**

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 inhabitants of Brewster who are qualified to vote in town affairs to meet at the **Brewster Baptist Church, 1848 Main Street**, in said **Brewster** on **TUESDAY**, the **SIXTEENTH OF MAY, 2023, from 7:00am until 8:00pm** then and there to elect the following officers:

One....	Board of Selectmen Member.....	For Three Years
Two....	Board of Health Members.....	For Three Years
Two....	Brewster School Committee Members.....	For Three Years
One....	Moderator.....	For Three Years
One....	Constable.....	For Three Years
Two....	Recreation Commission Members.....	For Three Years
One....	Planning Board Member.....	For Three Years
One....	Nauset Reg'l School District Committee Member.	For Three Years
Two....	Old Kings Hwy Reg'l Historic District Members	For Five Years

QUESTION 1

Shall the Town of Brewster be allowed to assess an additional \$316,878 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, 2023?

Yes _____ No _____

QUESTION 2

Shall the Town of Brewster be allowed to assess an additional \$647,720 in real estate and personal property taxes for the purposes of funding the Town's Nauset Regional School District assessment for the fiscal year beginning July 1st, 2023?

Yes _____ No _____

And you are hereby directed to serve this Warrant with your doings thereon to the Town Clerk at the time and place of said voting as aforesaid.

Given under our hands and seal of the Town of Brewster hereto affixed this, ____ day of **April, 2023**.

David C. Whitney, Chair

Edward B. Chatelain, Vice-Chair

Kari Sue Hoffmann, Clerk

Mary W. Chaffee

Cynthia A. Bingham

**TOWN OF BREWSTER
ANNUAL TOWN ELECTION
WARRANT
May 16th, 2023**

I, Roland W. Bassett, Jr., duly qualified Constable for the Town of Brewster, hereby certify that I served the Warrant for the Annual Town Election of May 16th, 2023, by posting attested copies thereof, in the following locations in the Town of Brewster on the ____, day of April, 2023, in accordance with the Town Charter:

Brewster Town Offices
The Brewster Store
Brewster Ladies Library
Brewster Pizza House
Café Alfresco
Millstone Liquors
U.S. Post Office

Roland W. Bassett, Jr, Constable

PRESERVATION RESTRICTION AGREEMENT
between the TOWN OF BREWSTER
by and through its SELECT BOARD
and THE BREWSTER HISTORICAL SOCIETY, INC.

This Preservation Restriction Agreement (“Agreement” or “Restriction”) made this _____ day of _____, 2023, between **The Brewster Historical Society, Inc.**, 739 Lower Road, P.O. Box 1146, Brewster, MA 02631 (hereinafter referred to as the “Grantor”) and the **Town of Brewster** (hereinafter referred to as the “Grantee” or “Town”), a municipal corporation acting by and through its duly authorized Select Board (hereinafter referred to as the “Select Board”), having its place of business at Brewster Town Hall, 2198 Main St, Brewster, MA 02631.

WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Captain Elijah Cobb House, 739 Lower Road, Brewster, Barnstable County, Massachusetts, (hereinafter referred to as the “Property”), as more fully described in Grantor’s deed dated January 13, 2015, and recorded with the Barnstable County Registry of Deeds in Book 28684, Page 227, and in **Exhibit A**, attached hereto and incorporated herein, and as depicted and described as Lot 1 on a plan titled “Plan of Division of Land in Brewster, Mass. as surveyed and prepared for Katherine Gibbs Lafleur”, Scale: 1 IN = 100 FT, dated March 4, 1981, prepared by Schofield Brothers, Inc., recorded with the Barnstable County Registry of Deeds in Plan Book 352, Page 89, a copy of which is attached hereto and incorporated herein as **Exhibit B**; said Property consisting of a lot of 1.458 acres identified in Town of Brewster assessor’s records as Parcel 57-4-0, as shown on a Town of Brewster GIS Map attached hereto and incorporated herein as **Exhibit C**; said Property including a two-story, wood-frame house, known as the Captain Elijah Cobb House, dating to ca. 1799 (hereinafter the “Building”) and a large, one-story outbuilding (hereinafter the “Outbuilding”);

WHEREAS, the Building has been determined to represent an architectural resource of considerable importance to the Town, being an important example of transitional Georgian to Federal-style domestic architecture, featuring notable exterior and interior details;

WHEREAS, the Building and Property are located within the Old King’s Highway Regional Historic District established by Special Act of the Massachusetts General Court and adopted by the Town of Brewster on May 1, 1973, were listed in the National Register of Historic Places as contributing to the Brewster Old King’s Highway Historic District on February 23, 1996, and as a result of the foregoing are listed in the State Register of Historic Places. The Building and Property are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33 (hereinafter referred to as the “Act”);

WHEREAS, the preservation values of the Building and the Property are documented as **Exhibits A, B, C, D, E, F, G and H** (hereinafter together the “Baseline Documentation”), which Exhibits are attached hereto and incorporated herein by reference, which, the parties agree, provides an accurate description of the Property, Building and Outbuilding as of the date of this Restriction Agreement. The Baseline Documentation shall be used for purposes of reference in design and construction and for assistance in review. The Baseline Documentation consists of the following:

1. Legal Property Description (**Exhibit A**)
2. Recorded 1981 Plan of Division of Land (**Exhibit B**)
3. Town of Brewster GIS Parcel Map (**Exhibit C**)

4. Architectural Description (**Exhibit D**)
5. History of the Elijah Cobb House (**Exhibit E**)
6. Fifty-four (54) Photographs of the Building and Property taken May 2015 (**Exhibit F**)
7. Six (6) Historic Photographs of the Building and Property (**Exhibit G**)
8. Cobb House Floor Plans (**Exhibit H**)

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Property and on its heirs, successors and assigns, to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Property in order to protect the architectural, archaeological and historical heritage of the Property, including but not limited to the obligation to preserve the Property, Building and Outbuilding in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"), and in accordance with the "Restriction Guidelines and Procedures for Maintenance and Improvements" (hereinafter the "Guidelines") attached hereto and incorporated herein as **Exhibit I**;

WHEREAS said restrictions, obligations and duties shall serve the public interest in a manner consistent with the purposes of the Act;

WHEREAS, the Town is a government body organized under the laws of the Commonwealth of Massachusetts, and its Select Board is authorized to accept preservation restrictions under the Act and pursuant to the Votes on Article 10 of the Special Town Meeting held on May 5, 2014, Article 7 of the Special Town Meeting held on May 4, 2015, and Article 9 of the May 7, 2018 Annual Town Meeting, copies of which are attached hereto as **Exhibit J**; and

NOW, THEREFORE, in consideration of Five Hundred and Sixty Thousand, One Hundred and Six and 32/100 (\$560,106.32) Dollars paid by the Town of Brewster from Community Preservation Act funds, Grantor does hereby irrevocably grant and convey unto the Town this Restriction, which shall apply in perpetuity to the Property, Building and Outbuilding (hereinafter collectively referred to as, "the Property").

1. PURPOSE

It is the purpose of this Restriction to protect the public investment in the purchase and restoration/rehabilitation of the historically, architecturally, and culturally significant Building and Outbuilding by ensuring that exterior and certain interior features of the Building and Outbuilding will be retained and maintained forever substantially in their original or restored and rehabilitated condition, and to prevent any use or change to the Property, the exterior and certain interior features of the Building and Outbuilding that will significantly interfere with the Property's preservation values, which include but are not limited to the artifacts, features, materials, appearance and workmanship of the Property, including those characteristics and values which originally qualified the Property for listing in the National Register of Historic Places.

2. GRANTOR'S COVENANTS

2.1 Grant of Covenant: For and in consideration of the mutual agreements and promises herein and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Act, Grantor does hereby voluntarily grant and convey unto the Town of Brewster this historic preservation restriction (the "Restriction") in perpetuity, over the Property.

2.2 Covenant to Maintain: Grantor agrees at all times to maintain the Building and Outbuilding in sound structural condition and good state of repair, including the exteriors, all interior structural elements, and the following interior spaces as shown on **Exhibit H** (Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom, Southeast Bedroom, and Kitchen Fireplace), in accordance with the Secretary's Standards and in accordance with the Guidelines.

The Grantor also agrees to maintain the Property's landscaping in good appearance and in accordance with the Guidelines. The Grantor agrees to assume the cost of continued maintenance, repair and administration of the Property so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Property in a manner satisfactory to the Select Board according to the Secretary's Standards. The Grantor may seek financial assistance from any source available to them. The Select Board does not assume any obligation for maintaining, repairing or administering the Property.

Subject to the casualty provisions of Paragraphs 7 and 8 hereof, the Grantor's obligation to maintain the Property shall require replacement, rebuilding, repair and reconstruction of the exterior of the Property, including interior structural elements, and the following interior spaces as shown on **Exhibit H** (Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom, Southeast Bedroom, and Kitchen Fireplace), whenever necessary in accordance with the Secretary's Standards and in accordance with the Guidelines.

2.3 Prohibited Activities: The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise permitted in this Paragraph:

- a. No alteration, repair, maintenance or construction of the Property is permitted except in accordance with the Secretary's Standards and the Guidelines;
- b. The Property shall not be demolished, removed or razed except in accordance with Paragraphs 7 and 8.
- c. Nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Building from Lower Road (hereinafter the "Street").
- d. No other buildings or structures shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or repair of the Property, such as construction trailers, and as may be permitted under the Guidelines.
- e. The dumping of ashes, trash, rubbish or any other unsightly or offensive material is prohibited.
- f. No above-ground utility transmission lines, except those reasonably necessary for service to the existing Property may be installed on the Property, with the exception of those utility lines installed in accordance with easements recorded prior to the date hereof.
- g. The Property shall not be subdivided, converted into a condominium or cooperative, or otherwise divided or conveyed and must remain under single ownership (nothing herein shall be construed to prohibit more than one person or entity owning the entire Property).

3. GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Prior Approval by Grantee: Without the prior express written approval of the Select Board, which approval may be reasonably withheld or conditioned in the discretion of the Select Board, the Grantor shall not undertake any of the following actions:

- a. Increase or decrease the height of, make additions to, change the exterior construction materials or colors, or move, improve, alter, reconstruct or change the facades (including

- fenestration) and roofs of the Building. With regard to house color, the goal of the Select Board is to insure that an historically appropriate color is used.
- b. Make permanent substantial topographical changes, such as, for example, excavation for the construction of roads and recreational facilities.
 - c. Change the use of the Property to a use other than those allowed under existing planning and zoning regulations applicable to the Property and only in accordance with all state, local and federally required approvals and/or permits.
 - d. Restore, replace, or alter in any way (including color change) the appearance, materials, workmanship or structural stability of any interior structural elements, or of the following interior spaces and their features as shown on **Exhibit H** (Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom, Southeast Bedroom, and Kitchen Fireplace) in accordance with the Secretary's Standards and in accordance with the Guidelines.

3.2 Review of Grantor's Requests for Approval. Whenever approval of the Town is required under this Restriction, Grantor shall request specific approval by the Select Board not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. A request by the Grantor for such approval shall be sufficiently detailed that it may form the basis for the Select Board to approve or disapprove the request and to make an informed judgment as to its consistency with the Purpose of the Restriction. Grantor shall submit to the Select Board for its approval two (2) copies of information (including plans, specifications and designs where appropriate) describing the nature, scope, design, location, timetable and any other material aspect of the proposed activity. Within sixty (60) days of receipt of Grantor's request for said approval, the Select Board shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Select Board determine that additional time is necessary in order to make its decision, the Select Board shall notify the Grantor. The Select Board's approval may, in the Select Board's discretion, be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Restriction.

4. STANDARDS FOR REVIEW

Grantee shall apply the Secretary's Standards as well as the Guidelines in exercising any authority created by this Restriction to inspect the Property; to review any construction, alteration, repair or maintenance; to review casualty damage or to reconstruct or approve reconstruction of the Property following casualty damage.

5. PUBLIC ACCESS

Grantor shall not be required to provide public access to the Property other than that specified in Paragraph 14.

6. GRANTOR'S RESERVED RIGHTS

Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Paragraphs 2.3, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction without further approval by the Select Board:

- a. the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 2.2, the right to maintain and repair the Property strictly according to the Secretary's Standards and the Guidelines. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the

construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Property. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Select Board in accordance with the provisions of Paragraphs 3.1 and 3.2;

- c. the right to continue all manner of existing residential use, or to pursue other allowable uses allowed under current applicable zoning regulations, and enjoyment of the Property and gardens, including but not limited to the right to maintain existing driveways; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Secretary's Standards and the Guidelines.

7. CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

In the event that the Property or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Select Board in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without the Select Board's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Select Board, Grantor at its expense shall submit to the Select Board a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Select Board, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Property and/or reconstruction of damaged or destroyed portions of the Property; and
- c. a report of such restoration/reconstruction work necessary to return the Property to the condition existing at the date hereof.

8. REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION

If, after reviewing the report provided in accordance with Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Select Board agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Select Board shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Property in accordance with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Select Board agree that restoration/reconstruction of the residence at the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Select Board, alter, demolish, remove or raze the residence, and/or construct new improvements on the Property. Grantor and the Select Board may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 23.2 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under Paragraph 9, Grantor and the Select Board are unable to agree that the

Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation in accordance with the provisions of Paragraph 27 hereof.

9. INSURANCE

Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and the residence located thereon without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include the Town's interest and name the Town of Brewster as an additional insured. Grantor shall deliver to the Select Board, within ten (10) business days of the Select Board's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. INDEMNIFICATION

Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town, the Select Board, their agents, representatives, employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by the reckless conduct of the Select Board or the Town or any agent, trustee, employee or contractor of the Select Board or the Town. In the event that Grantor is required to indemnify the Town pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

11. TAXES

Grantor shall pay, when due, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

12. ADMINISTRATION AND ENFORCEMENT; NOTICE

Any notice which either Grantor or the Select Board may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested, or hand delivered, at the address specified for each party below:

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

Brewster Historical Society, Inc.
739 Lower Road
PO Box 1146
Brewster MA 02631

Each party may change its address set forth herein by a notice to such effect to the other party.

13. EVIDENCE OF COMPLIANCE

Upon request by Grantor, the Select Board shall promptly furnish Grantor with certification that, to the best of the Select Board's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of the Select Board's knowledge thereof.

14. INSPECTION

With the prior consent of the Grantor, representatives of the Select Board shall be permitted at all reasonable times to inspect the exterior of the Property and the Building, including interior spaces subject to this Restriction, to determine whether the Grantor is in compliance with the terms of this Agreement. Grantor covenants not to withhold unreasonably their consent in determining dates and times for such inspection.

15. GRANTEE'S REMEDIES

The Town may institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Restriction. The Town shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the Town's enforcement of the terms of this Restriction, including all reasonable court costs, and attorney, architectural, engineering and expert witness fees.

Exercise by the Town of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. NOTICE FROM GOVERNMENT AUTHORITIES

Grantor shall deliver to the Select Board copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by the Select Board, Grantor shall promptly furnish the Select Board with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. NOTICE OF PROPOSED SALE/LEASE

Grantor shall promptly notify the Select Board in writing of any proposed sale or rental of a portion of the Property and provide the opportunity for the Select Board to explain the terms of the Restriction to potential new owners/tenants prior to the closing of the sale/commencement of the lease.

18. LIENS

Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by the Town, as permitted by law, in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Property.

19. PLAQUE

Grantor agrees that the Select Board may provide and maintain a plaque on the Property, which plaque shall be in accordance with the Brewster Sign Bylaw, giving notice of the significance of the Property and the existence of this Restriction.

20. BINDING EFFECT; ASSIGNMENT

Run with the Land. Except as provided in Paragraphs 8 and 23.2, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and the Town/Grantee, their respective heirs, successors and assignees, and all persons hereafter claiming under or through Grantor and the Town/Grantee, and the words "Grantor" and "Town/Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to the Town through its agent the Select Board also shall be deemed granted to each successor and assign of the Select Board and each such following successor and assign thereof, and the word "Select Board" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer, except as to any matter resulting from acts or omissions preceding transfer of the Property to such third party. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument, including, but not limited to a lease, by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. ASSIGNMENT

The Select Board may, with the approval of Town Meeting, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a charitable corporation or trust qualified under the Act, whose purposes include preservation of buildings and/or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

22. RECORDING AND EFFECTIVE DATE

The Select Board shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with Barnstable County Registry of Deeds. Grantor and the Town intend that this Restriction shall take effect upon the day and year this instrument is recorded with said Deeds.

23. PERCENTAGE INTERESTS; EXTINGUISHMENT

23.1 Percentage Interests. For purposes of allocating proceeds pursuant to Paragraphs 23.2 and 23.3, Grantor and the Town stipulate that as of the signed date of this Restriction, Grantor and the Town are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property, said percentage interest being 58% to the Grantor and 42% to the Town (based on the following figures utilized in the calculation: acquisition cost of \$620,000; rehabilitation budget of \$443,800 (Building) + \$256,667 (Outbuilding); total of \$1,320,467; and Town contribution of \$560,106.32). The parties shall include these percentage interests with the Baseline Documentation (on file with Grantor and the Town). In the event future capital improvements are made to the Property by the Grantor without Town contribution, and/or the Grantor has repaid all or a portion of the mortgage held by the Town, acting through its Community Preservation Committee ("CPC") (which mortgage is recorded with the Barnstable County Registry of Deeds in Book 29335, Page 314, and which secured the Grantees' obligation under its Grant Agreement with the CPC to repay the grant funding should the Grantee ever sell or transfer the Property to any entity except a nonprofit entity previously approved by the CPC, in writing), the parties shall amend such percentage interests to reflect the Grantor's attendant increase in value of its property interests.

23.2 Extinguishment. Grantor and the Town hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in

conditions may include, but is not limited to, partial or total destruction of the Property resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approval following public hearings by the Select Board and the Massachusetts Historical Commission to determine such extinguishment is in the public interest, must be the result of a judicial proceeding and shall entitle the Town to share in any net proceeds resulting from the extinguishment in an amount that reflects its percentage interest in the fair market value of the Property, as such interest is determined under the provisions of Paragraph 23.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Restriction. All such proceeds received by the Town shall be returned to the historic preservation funds of the town.

Net proceeds shall include, without limitation, net insurance proceeds, and proceeds from the sale or exchange by Grantor of any portion of the Property after the extinguishment.

In the event of extinguishment, the provisions of this Paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

23.3 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Town shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and the Town in connection with such taking shall be paid out of the recovered proceeds. Grantor and the Town shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Paragraphs 23.1 and 23.2 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a third-party mortgage at the time of such condemnation, Grantor and the Town shall be entitled to their respective percentage interests in any proceeds remaining after satisfaction of said mortgages.

24. INTERPRETATION

Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Restriction and with respect to preservation of the Property thereunder, this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by the Select Board. In the event of any disparity between the counterparts produced, the counterpart retained by the Select Board shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any by-law or regulation relating to building materials, construction methods or use. In

the event of any conflict between any such by-law or regulation and the terms hereof, Grantor promptly shall notify the Select Board of such conflict and shall co-operate with the Select Board and the applicable governmental entity to accommodate the purposes of both this Restriction and such by-law or regulation.

25. AMENDMENT

Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the rights of the Town under any applicable laws, including the Act and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall be approved as required under the Act; shall not affect its perpetual duration; shall not permit additional residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and archaeological values protected by this Agreement. Any such amendment shall be recorded with Barnstable County Registry of Deeds. Nothing in this Paragraph shall require Grantor or the Town to agree to any amendment or to consult or negotiate regarding any amendment.

26. ARCHAEOLOGICAL ACTIVITIES

Archaeological Activities. The conduct of archaeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9. Section 27C, 950 CMR 70.00).

27. DISPUTE RESOLUTION

A dispute arising under or with respect to this Agreement between the Grantor and the Select Board shall in the first instance be the subject of informal negotiations. The dispute shall be considered to have arisen when one party sends the other party a written notice of dispute, (which notice shall be delivered by hand or by certified mail or registered mail, return receipt requested, postage prepaid). The period for informal negotiations shall be thirty (30) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Grantor and the Select Board. In the event that the parties cannot resolve a dispute by informal negotiations, the parties may mutually agree to submit the dispute to mediation. If the parties so mutually agree, within twenty (20) days following the expiration of the time period for informal negotiations, the parties shall propose and agree upon a neutral and otherwise qualified mediator with experience in historic preservation matters, to the extent possible. In the event that the parties fail to agree upon a mediator, they shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by both the Grantor and the Select Board. In the event that the parties cannot resolve a dispute by informal negotiations or mediation, they may pursue judicial relief in a court of competent jurisdiction.

Notwithstanding the foregoing, injunctive relief from such court may be sought by the Select Board, in its sole discretion, without resorting to the dispute resolution process outlined above to prevent irreparable harm that would be caused by a breach of this Restriction. Nothing herein shall be construed to restrict or impair either party's ability to exercise any remedies available to it at law or in equity, or in any way extend any cure periods set forth in this Restriction.

TO HAVE AND TO HOLD, the said Restriction, unto the said Town of Brewster and its successors and permitted assigns forever. This Restriction may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantors and the Town of Brewster have set their hands under seal on the days and year set forth below.

GRANTOR: The Brewster Historical Society, Inc.

Sally Gunning, President

Stephen B. Jones, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Sally Gunning as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Stephen B. Jones as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF PRESERVATION RESTRICTION

The Town of Brewster, acting by and through its Select Board, pursuant to the vote under Article 10 of the Special Town Meeting held on May 5, 2014, Article 7 of the Special Town Meeting held on May 4, 2015, and Article 9 of the May 7, 2018 Annual Town Meeting (**Exhibit D**), hereby accepts the foregoing Preservation Restriction, pursuant to a vote of acceptance taken on _____, _____, 2023, a certified copy of which is attached hereto as **Exhibit K**.

The Town of Brewster acting by and through its
Select Board:

David Whitney, Chair

Ned Chatelain, Vice-Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cynthia Bingham

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared David Whitney, Chair of the Brewster Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Select Board.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the Town of Brewster, acting by and through its Select Board, has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L.c. 184, §32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Brona Simon, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Notary Public
My Commission Expires:

Exhibit A
Legal Property Description

The land in Brewster, Barnstable County, Massachusetts, together with the buildings thereon, bounded and described as follows:

SOUTHERLY	by Lower Road, a Town Way, as shown on a plan hereinafter mentioned, by two different courses in an arc, a total distance of Two Hundred Sixty- Three and 12/100 (263.12) feet;
WESTERLY	by land now or formerly of the Estate of George Thornton, as shown on said plan, One Hundred Sixty and 00/100 (160.00) feet;
NORTHERLY	by Lot 2, as shown on said plan, Two Hundred Ninety-Five and 00/100 (295.00) feet;
EASTERLY AND SOUTHEASTERLY AGAIN	by Lot 2, as shown on said plan, by two different courses, a total distance of Three Hundred Twenty-Five and 22/100 (325.22) feet.

Being Lot 1 as shown on a plan entitled "Plan of Division of Land in Brewster, Mass. as surveyed and prepared for Katherine Gibbs Lafleur, Scale: 1 IN = 100 FT, March 4, 1981 Schofield Brothers, Inc. Registered Professional Engineers & Land Surveyors, Route 6A – P.O. Box 101 – Orleans, Mass. 02653" which plan is recorded in Barnstable County Registry of Deeds in Plan Book 352, Page 89.

Source: Barnstable County Registry of Deeds, Book 28684, Page 227.

Exhibit B

1981 Subdivision, Plan Book 352, Page 89

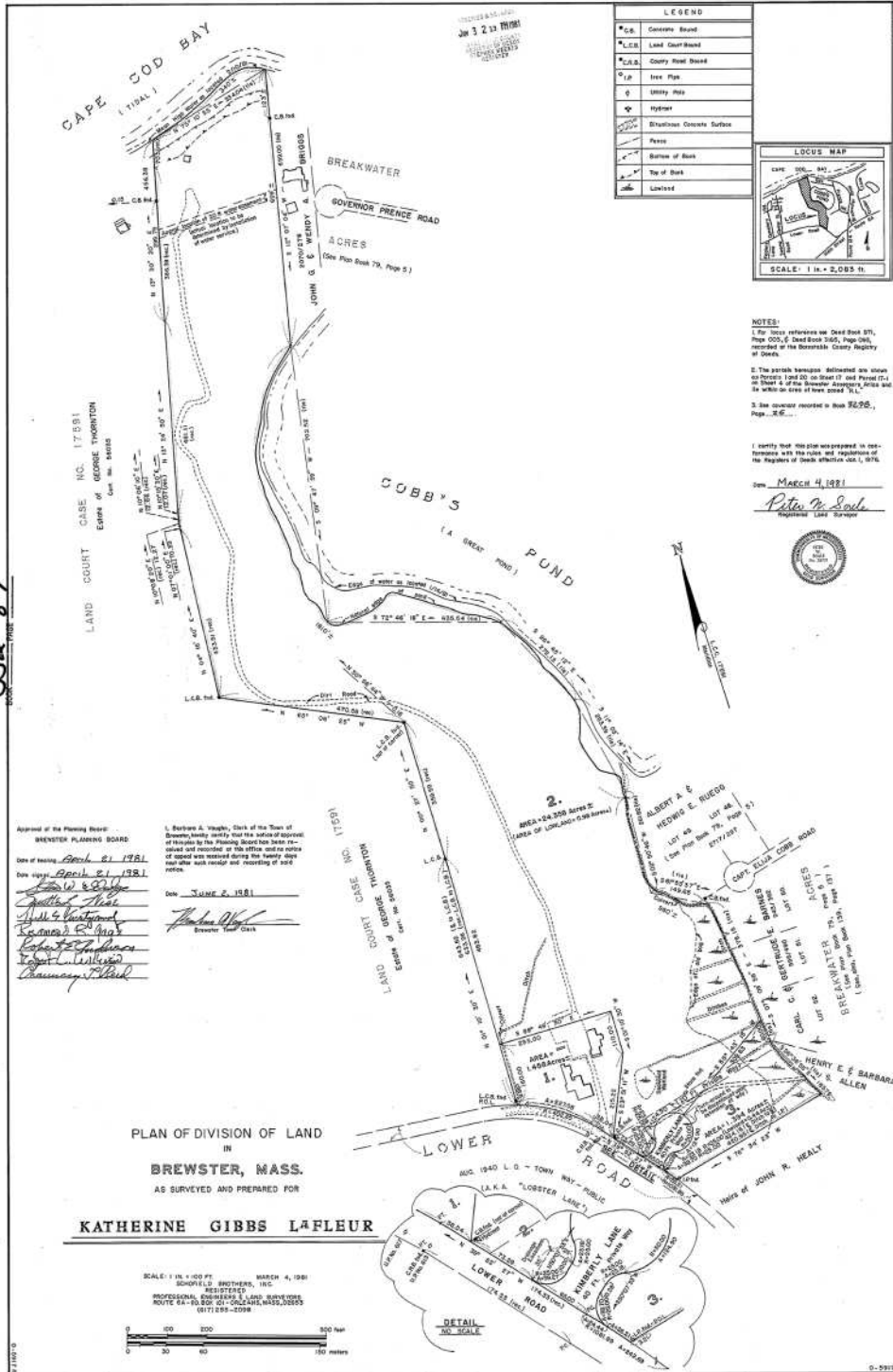


Exhibit C

Town of Brewster GIS Map, Parcel 57-4-0

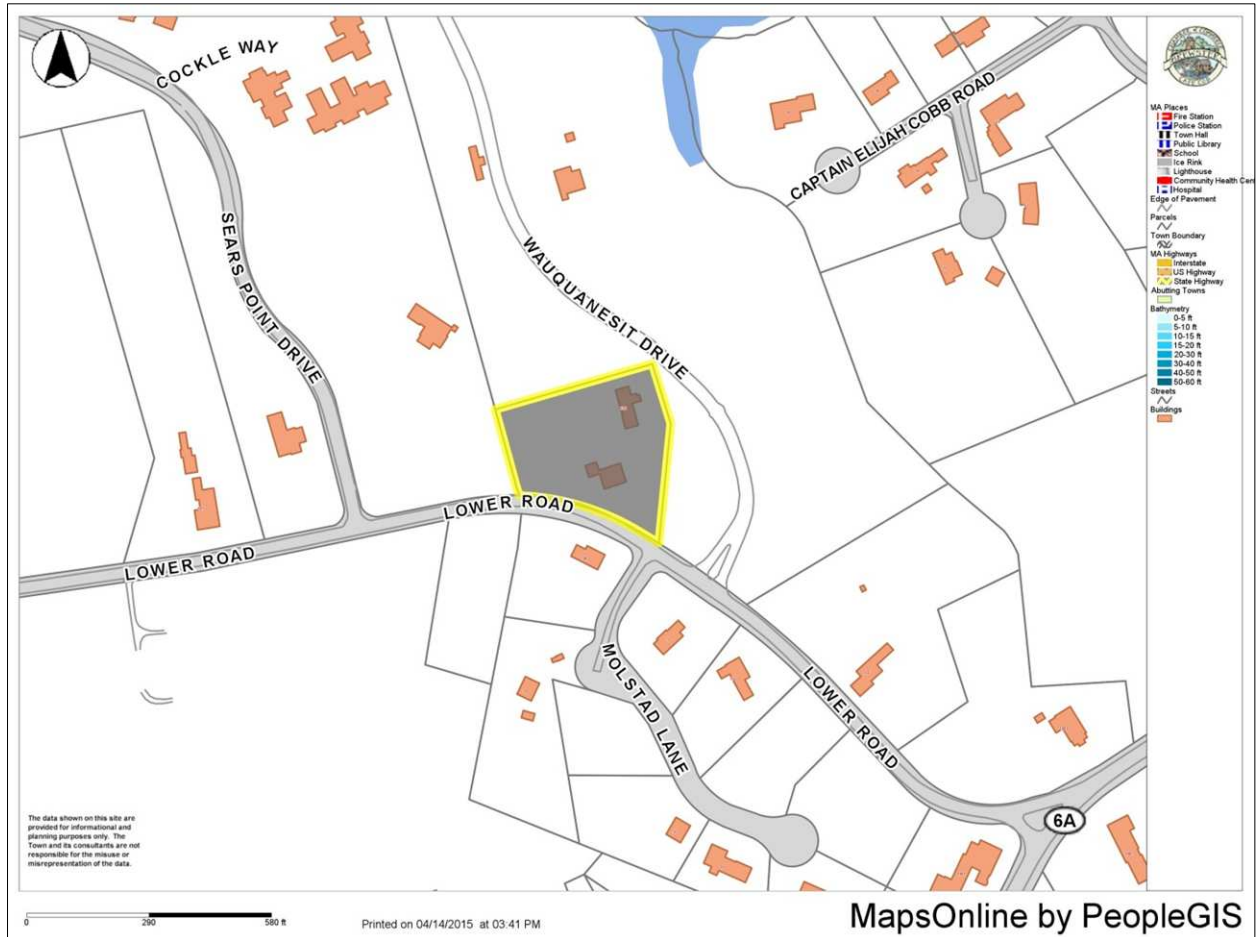


Exhibit D

Architectural Description

Exterior

This parcel is located on the north side of Lower Road. The property originally stretched north to the bay (see **Exhibit B**) but is now on a 1.46 acre parcel surrounded by modern subdivisions. The Cobb House (hereinafter the “house” or “building”) is set back at a slight angle from the street on a slight rise (**Exhibit F, Photo 1**). The house is surrounded by lawn with mature trees, and there are no foundation plantings. A gravel driveway extends along the right (east) side of the property to a parking area and outbuilding behind the building.

This former single-family residence consists of a five-bay, two-story building (**Exhibit F, Photo 2**) which can be classified as late-Georgian in style (meaning the influence of the subsequent Federal style can be seen in some exterior and interior elements). The building rests on a brick foundation which has been rebuilt with a concrete base on the right (east) half and is partially parged on the left (west) half. The building is clad in painted wood clapboard of varying reveal widths (presumably indicating different ages for the clapboards). Between the clapboards and the foundation is a skirtboard with an ogee profile which was partially replaced-in-kind in 2015. There are wood quoins on all four building corners (a Georgian-style detail), with exception that the quoin detail does not extend across the rear elevation of the NW and NE corners. Some quoins have gone through at least two periods of restoration and/or replacement, including in 2015. The hipped roof is clad in wood cedar shingles, replaced in 2015, and is surmounted by a modern version of a widow’s walk (early photographs indicate that there was a widow’s walk, possibly from the date of construction). Matching corbelled brick chimneys, which have been partially rebuilt at least twice, including 2015, rise from either side of the widow’s walk. Based on surviving historic photos, the chimneys were originally taller (**Exhibit G, Photos 1 and 2**). The roof has a molded box cornice with dentils (**Exhibit F, Photo 3**).

Front (south) elevation

The front elevation (**Exhibit F, Photo 4**) has a centered main entrance which consists of a wood 8-panelled door with feathered recessed panels with ovolo and fillet molding (**Exhibit F, Photo 5**). The door is flanked by tapered, fluted pilasters and surmounted by a semi-elliptical fanlight (the fanlight shows the influence of the emerging Adam or Federal style). Above the fanlight is an open-pedimented cornice with modillion blocks and dentils. Below the dentils are carved (possibly applied) ornamentation consisting of interlocking circles. This door is accessed by a small rebuilt brick stoop; the original stoop material and design is unknown. Sets of two windows are aligned vertically on the first and second story on each side of the entrance and a window on the second story is centered above the entrance. All of the windows have wood 6/6 double-hung sash with projecting surrounds that have ogee and fillet edge molding, and projecting sills (**Exhibit F, Photo 6**). The muntins on these and the rest of the historic windows are 5/8” to 3/4” wide with a quarter-round-and-fillet pattern – a popular Federal muntin profile that was a narrower version of a popular Georgian-style muntin. A broad open porch, either original to the house or added sometime in the 19th century (**Exhibit G, Photo 1**) was removed by the early 20th century as was a centered gable dormer on the front roof slope (**Exhibit G, Photo 2**).

Side elevations

Both the right (east) elevation (**Exhibit F, Photo 7**) and left (west) elevation (**Exhibit F, Photo 8**) have two widely-spaced 6/6 wood double-hung sash with projecting molded surrounds and projecting sills vertically aligned on each story similar in design to the front elevation windows. The left elevation also has a modern door opening onto the rear deck.

Rear (north) elevation

On the rear elevation (**Exhibit F, Photo 9**), the second story has three widely-spaced 9/9 wood windows (**Exhibit F, Photo 10**). These windows have the same projecting frames and molding profile as the 6/6 windows on the front and side elevations. A rear ell had been added in the 19th century, or was perhaps original to the house, and a second connected addition and barn was located to the west of the main house (**Exhibit G, Photo 3 and 4**). In 1994, the ells/additions were removed and a rear porch and new openings were added. The only extant element on the first story that was in place ca. 1900 is an off-centered, 9/9 wood window that is narrower but similar to the second story windows (**Exhibit F, Photo 11**). To the left of this window is a smaller wood 6/6 window added sometime in the 20th century. To the right of the 9/9 window is a window and door system installed when the porch was added in 1994. The open porch extends across the east half of the rear elevation and wraps partially across the rear portion of the west elevation. As noted above, the quoining detail on the building corners is not carried across the rear corners on this elevation. The clapboards on this elevation display a variety of reveal widths which suggests clapboards of varying ages (**Exhibit F, Photo 12**).

Interior

The interior floor plan consists of a symmetrical "double pile" with a central stair hall. The front two rooms on the first and second floor, the central stair hall, and the rear two rooms on the second floor remain intact (Note: only those spaces subject to this Preservation Restriction will be described in depth). The floors themselves consist of random-width pine boards and are all currently painted. The walls are finished with plaster, except a portion of the wall between the two front elevation windows in the Southwest Parlor which was replaced with some form of fiberboard. All the walls are currently painted, but there is photographic evidence that some rooms were previously wallpapered.

As will be noted below, there are subtle variations in the trim details in each of the front rooms on the first and second floor, likely reflecting their original roles as spaces used for public receptions vs. family gatherings, and in the case of the upstairs bedrooms, reflecting which room was likely used by Elijah and Mary Cobb.

First Story - Southwest Parlor (Exhibit B-3, Photos 13, 14, 15 and 16)

This room is (slightly) more elaborately ornamented than the Southeast Parlor. This room has the most extensive use of ornamentation. The walls of this room have wainscoting which consists (from bottom to top) of baseboards or bottom rails capped with molding, a flat panel, and a reeded or fluted panel below the molded chair rail (or cap molding) (**Exhibit F, Photo 17**). Above the wainscoting the plaster walls are painted, except as noted above. The ceiling has a narrow cornice with cove molding and dentils below. The windows are set in deeply-recessed bays (likely created by double-studding the walls). The windows have a two-tiered casing with molded edges. The interior soffit of the recessed windows, and the window shutters all have flat recessed panels with ovolo (1/4 round) and fillet molding (**Exhibit F, Photo 18**). There is a door on either side of the fireplace, both hung with HL hinges. The door knob and hardware have been removed on the door to the left of the fireplace; the door to the right has a ceramic knob and mortised latch. The door panels facing into the rooms have a similar flat recessed panel with modest ovolo and fillet molding profile as the window shutters. The doors have two-tiered casing framed by raised cove molding (**Exhibit F, Photo 19**), similar to the Southeast Parlor. There was likely a door that opened into the front hall that has since been removed. Ornamentation of the fireplace mantelpiece includes pilasters with recessed panels that have the same ovolo and fillet molding as the doors and shutters, the same reeding as the wainscoting and an applied lattice molding below the molded mantel shelf. The hearth is composed of sandstone. (**Exhibit F, Photo 20**).

First Story - Southeast Parlor (Exhibit F, Photos 21, 22, 23 and 24)

The walls of this room have wainscoting with the same detailing as the Southwest Parlor, but without the reeded molding (**Exhibit F, Photos 25**). Above the wainscoting the plaster walls are painted. The ceiling

has a narrow cornice with cove molding and dentils below, similar to the Southwest Parlor. The windows are set in deeply-recessed bays, also similar to the Southwest Parlor. The windows have a two-tiered casing with molded edges. Unlike the Southwest Parlor, the interior surfaces of the recessed windows, and the window shutters, have raised (rather than recessed) panels, and the interior soffits of the recessed windows are flat with no molded panels (**Exhibit F, Photo 26**).

There was a door on either side of the fireplace, but the door to the left has been removed and shelving has been added. There are also two doors on the left (west) wall, although the door on the right side of this wall is now fixed in place. The doors are all hung with HL hinges. Door knobs are wood or glass and all have mortised latches. The door casings have the same two-tiered casing framed by raised cove molding as the Southwest Parlor. The door panels facing into the rooms have a recessed panel with modest ovolo and fillet molding profile similar to those in the Southwest Parlor, except the door to the right of the fireplace which may have been reversed, exposing the feather-edged raised panels found on the inside face of the other doors (**Exhibit F, Photo 27**). Ornamentation of the mantelpiece is identical to that in the Southwest Parlor, with the addition of two molded caps on the mantel shelf. The hearth is composed of sandstone. A cast iron insert was added to the firebox, date unknown (**Exhibit F, Photo 28**).

Second Story - Southwest Bedroom (Exhibit F, Photos 29, 30, 31 and 32)

This is the more elaborately ornamented of the two front bedrooms. The walls of this room have wainscoting which consists of baseboards or bottom rails capped with molding, a flat panel, and a molded chair rail (or cap molding) but, like the Southeast Parlor, no reeded molding (**Exhibit F, Photo 33**). Above the wainscoting, the plaster walls are painted. Encased, exterior structural beams are visible on the southeast and southwest corners of the room (**Exhibit F, Photo 34**). The ceiling has a narrow molded cornice with dentils below similar to the first floor parlors (**Exhibit F, Photo 35**). The windows are not as deeply recessed on the second story and do not have (or have room for) interior shutters. The windows have a two-tiered casing with molded edges, similar to the windows in the parlors below. The reveals and soffit of the windows are flat with no molded panels (see also **Exhibit F, Photo 35**).

There is a door on either side of the fireplace and a door leading into the stair hall. The doors are hung with HL hinges. The doors all have mortised latches and the door knobs appear to be marbled glass or ceramic. The door panels facing into the rooms have recessed flat panels with no molding. The outside of the doors have raised panels with ovolo and fillet molding. The door casings have the same two-tiered detail as the doors in the parlors below on the first floor, except they are framed by raised ogee molding on the outside instead of cove molding (**Exhibit F, Photo 36**). The doors in this room are painted with faux graining. A fireplace is on the north wall. The mantelpiece includes raised molding which surrounds the firebox and extends out slightly at the top corners. Two broad brackets sit atop this molding and support the mantel shelf. The hearth is composed of square red ceramic tiles (**Exhibit F, Photo 37**).

Second Story - Southeast Bedroom (Exhibit F, Photos 38, 39, 40 and 41)

This room has the simplest degree of ornamentation of the front four rooms. The walls of this room have no wainscoting – they are articulated simply with a baseboard capped with ogee molding (similar to the other front rooms) and a narrow molded ceiling cornice with ogee molding (**Exhibit F, Photo 42**). The plaster walls are painted. Encased, exterior structural beams are visible on the southeast and southwest corners of the room, similar to the Southwest Bedroom. The ceiling has a narrow cornice with cove molding and no dentils (see also **Exhibit F, Photo 42**). As with the Southwest Bedroom, the windows are not as deeply recessed as those on the first floor and have no interior shutters. Unlike the other three front rooms, however, these windows have simple narrow casings (**Exhibit F, Photo 43**).

There is a door on either side of the fireplace and a door leading into the stair hall. The doors are hung with HL hinges. Door knobs are wood or glass and all have mortised latches (the mortised latch has been removed on the door in the northeast corner). The doors are painted with faux graining and have door

panels facing into the rooms with feathered raised panels with ¼ molding and fillet. The door casings have narrow flat panels with raised molded borders on the inside and outside edges.

A fireplace is on the north wall. The fireplace mantelpiece is a more simplified version of the mantelpiece in the Southwest Bedroom. It has the same raised molding which surrounds the firebox but without the slight extension at the top corners, and there are no brackets supporting the mantel shelf. The hearth is composed of square red ceramic tiles (**Exhibit F, Photo 44**).

Lower and Upper Hall and Stair (Exhibit F, Photos 45, 46, 47 and 48)

The walls of the stair hall on the first and second floor, as well as the stair, have the same wainscoting as the Southwest Parlor; namely, baseboards or bottom rails capped with molding, a flat panel, and a reeded or fluted top rail below the cap molding. The interior of the front door to the house has a molded casing and a rim lock (**Exhibit F, Photo 49**).

The stair has a relatively narrow columnar newel post set on square pedestal at the bottom of the stair, and simple square balusters (**Exhibit F, Photo 50**). Narrower columnar newel posts at the corners at the top of the stair on the second story rest on low square posts and extend down through the stair to the ceiling of the first story where they are ornamented with drip molding. The handrails have a modest ovolo molded profile. The open-stringer stair has scrolled tread ends and the outer ends of the treads have a simple nosing with ½ round profile.

The second floor stair hall has a centered window on the south wall similar in detail to the other windows on this floor. A large opening on the north wall of the stair on this floor was made sometime in the 20th century.

Kitchen

The rear rooms on the first floor have been significantly altered to accommodate a modern kitchen and bathrooms, as can be seen on the plans attached as **Exhibit H**, but a surviving element is the original fireplace (**Exhibit F, Photos 51 and 52**).

The two rear bedrooms on the second story remain relatively intact with some accommodation made for a modern bathroom.

Outbuilding

To the northeast of the main house is a large one-story outbuilding. It is clad in painted wood shingles and the roof is clad in asphalt shingles. The oldest section is the front block which has a low-pitched, side-gable roof. This part of the outbuilding has a field stone and mortar foundation. The front (south) elevation of this block has two doors and two windows of different sizes (**Exhibit F, Photo 53**). The roof extends forward on this elevation creating a full-width open porch supported by square posts. Two ells extend from right (east) side of the rear elevation of this block, giving the overall outbuilding an “L” shape. The corner formed by the main block and rear ells is completely infilled with an open parking area with low-pitched roof supported by large square posts with simple braces (**Exhibit F, Photo 54**). Until sometime in the 20th century, the outbuilding consisted only of the front (south) portion (**Exhibit G, Photo 5**).

Exhibit E

History of the Elijah Cobb House

Elijah Cobb (1768-1848) was born on a small Brewster farm, and was forced to leave home at age 6 when his father died at sea. Cobb lived and worked with another family until 1783, when he went to Boston and booked passage on a vessel, working as a cook and cabin boy. Cobb then worked for 6 ½ years on a Boston-based coaster which ran between Boston and Philadelphia. After leaving the company, he made a trip to Europe as a mate, then earned a promotion to captain. He went on to command the *Monsoon*, *Paragon* and *Ten Brothers* among other ships. He periodically returned to Brewster, including in 1793 when he married Mary Pinkham (1770-1835). In 1794, Captain Cobb gained fame as the first American sea captain to successfully negotiate a fair price for cargo that had been seized by the French during the revolution. His efforts included direct contact with and assistance from Robespierre himself shortly before the Jacobin leader was guillotined, which Cobb witnessed. When Cobb returned home, he became the most sought after commander to conduct trade and collect debts in Europe.

Cobb was in Brewster for most of 1799, during which time the house on Lower Road was built. Cobb bought the farm from Thankful Freeman, widow of David Freeman. The existing house on the property was apparently torn down or moved. The Cobb family moved in on New Year's Day, 1800. The property stretched north to the bay and included all the land currently known as Cobbs Pond Condominium and portions of Sears Point Condominium. Cobb returned to his maritime activities until the War of 1812 when the British blockade curtailed American voyages. Cobb himself was captured that year by the British after returning from a successful voyage to Cadiz. He was sent to St. Johns where he found 27 other American ships held as prizes. They were soon returned to America, after which Cobb stayed in Brewster until the war ended in 1815.

Cobb then became involved in the African trade, although he avoided direct involvement in slaving. Cobb's last voyage was in 1819. It was his second trip to Prince's Island on the Gulf of Guinea, the first in 1818 having been very profitable. Cobb was captain of the *Ten Brothers* and was accompanied by Captain Isaac Clark, Captain David Nickerson and Captain Joseph Mayo, a youth of 29. During the voyage, Cobb's three friends died of fever while in Africa, and the pestilent *Ten Brothers* was sunk upon its arrival in Boston. Cobb never went to sea again, devoting the rest of his life to town affairs. He served as Town Clerk, Treasurer, Inspector General, Representative and Senator, as well as Justice of the Peace. He died in 1848 with the honorary military rank of Brigadier General, and is buried in the Brewster Cemetery on Lower Road.

The house remained in the Cobb family, passing to Elijah Cobb's son Elijah Jr. (1799-1861), and then to Elijah Jr.'s daughter Helen Cobb (1829-1896), who was married to James Atherton Dugan (1827-1860). Their daughter, Caroline Atherton Dugan (1853-1941), known as Caro, lived in the house most of her life. During this time, the property still stretched to the bay and the family had built a beach house on the bluff, as well as a guest cottage and numerous additions to the main house. Caro trained as a kindergarten teacher but did not continue in that field. After the death of her mother in 1896, Caro left Cape Cod. The 1900 census records list her as living in Brookline, Massachusetts, serving as governess to the five children of Henry and Margaret Whitney. Josephine Whitney Duveneck, Caro's former charge, wrote in her autobiography, *Life at Two Levels*, that "Miss Dugan" was with the Whitney family for twenty-five years, excluding two months each summer when she returned to Cape Cod, presumably to Cobb House. Josephine Duveneck stated that Caro was the most important person in her life during her formative years, "as teacher, companion and friend." That closeness is evidenced by the fact that Caro deeded the property to Duveneck in 1938 (Book 543/Page 75). Duveneck was living in Los Altos, CA, and Caro continued to live in the house until her death in 1941 on her 88th birthday.

In 1945, Frank B. and Josephine Duveneck, still living in Los Altos, CA, conveyed the property to Howard M. Gibbs, Jr. of North Dartmouth, MA (Book 631/Page 241). The house remained in the Gibbs family until 1984. In 1981, Katherine Gibbs LaFleur recorded a subdivision plan, at which time the Cobb house property was reduced to its current size (see **Exhibit B**). In 1984, Katherine Gibbs LaFleur and Lee R. La Fleur conveyed the entire subdivision to Bay Colony Property Co, Inc. The company continued to own the Cobb house until 1993 when it conveyed Lot 1 which included the house to Frances Chapin (Book 8643/Page 185). By that time, the house had fallen into disrepair. Chapin removed the ells and additions, added the rear porch, and otherwise restored the house to its early 1800s condition. By 2013, the house had again fallen into disrepair following the illness and subsequent death of Ms. Chapin. The Brewster Historical Society purchased the Cobb house from Chapin's estate in 2015 (See Legal Property Description, **Exhibit A**). The Historical Society is currently restoring and rehabilitating the property to be used as their headquarters and museum house.

Exhibit F
**Current photographs of the Property and Building, including interior photographs of
rooms and spaces subject to this Restriction**

List of Photographic Views (taken May 2015)

- Exhibit F, Photo 1 - Cobb House, view of property, looking north.
- Exhibit F, Photo 2 - Cobb House, view looking northwest.
- Exhibit F, Photo 3 - Cobb House, detail of cornice and quoining, front elevation, southwest corner.
- Exhibit F, Photo 4 - Cobb House, front elevation.
- Exhibit F, Photo 5 - Cobb House, detail of front door.
- Exhibit F, Photo 6 - Cobb House, detail of window, front elevation.
- Exhibit F, Photo 7 - Cobb House, east elevation.
- Exhibit F, Photo 8 - Cobb House, west elevation.
- Exhibit F, Photo 9 - Cobb House, rear elevation.
- Exhibit F, Photo 10 - Cobb House, rear elevation, detail of second story window and cornerboard.
- Exhibit F, Photo 11 - Cobb House, rear elevation, off-center first story window.
- Exhibit F, Photo 12 - Cobb House, rear elevation, detail of varying-width clapboard.
- Exhibit F, Photo 13 - Cobb House interior, Southwest Parlor, looking south.
- Exhibit F, Photo 14 - Cobb House interior, Southwest Parlor, looking west.
- Exhibit F, Photo 15 - Cobb House interior, Southwest Parlor, looking north.
- Exhibit F, Photo 16 - Cobb House interior, Southwest Parlor, looking east.
- Exhibit F, Photo 17 - Cobb House interior, Southwest Parlor, detail of wainscoting.
- Exhibit F, Photo 18, Cobb House, Southwest Parlor, detail of window.
- Exhibit F, Photo 19 - Cobb House interior, Southwest Parlor, detail of northwest door and trim.
- Exhibit F, Photo 20 - Cobb House interior, Southwest Parlor, detail of fireplace.
- Exhibit F, Photo 21 - Cobb House interior, Southeast Parlor, looking south.
- Exhibit F, Photo 22 - Cobb House interior, Southeast Parlor, looking west.
- Exhibit F, Photo 23 - Cobb House interior, Southeast Parlor, looking north.

Exhibit F, Photo 24 - Cobb House interior, Southeast Parlor, looking east.

Exhibit F, Photo 25 - Cobb House interior, Southeast Parlor, detail of wainscoting, southwest corner.

Exhibit F, Photo 26 - Cobb House interior, Southeast Parlor, detail of window, looking south.

Exhibit F, Photo 27 - Cobb House interior, Southeast Parlor, detail of northeast door.

Exhibit F, Photo 28 - Cobb House interior, Southeast Parlor, detail of fireplace.

Exhibit F, Photo 29 - Cobb House interior, Southwest Bedroom, looking south.

Exhibit F, Photo 30 - Cobb House interior, Southwest Bedroom, looking west.

Exhibit F, Photo 31 - Cobb House interior, Southwest Bedroom, looking north.

Exhibit F, Photo 32 - Cobb House interior, Southwest Bedroom, looking east.

Exhibit F, Photo 33 - Cobb House interior, Southwest Bedroom, detail of wainscoting, southwest corner.

Exhibit F, Photo 34 - Cobb House interior, Southwest Bedroom, detail of southwest corner post.

Exhibit F, Photo 35 - Cobb House interior, Southwest Bedroom, cornice and window detail.

Exhibit F, Photo 36 - Cobb House interior, Southwest Bedroom, detail of door in southeast corner.

Exhibit F, Photo 37 - Cobb House interior, Southwest Bedroom, detail of fireplace.

Exhibit F, Photo 38 - Cobb House interior, Southeast Bedroom, looking south.

Exhibit F, Photo 39 - Cobb House interior, Southeast Bedroom, looking west.

Exhibit F, Photo 40 - Cobb House interior, Southeast Bedroom, looking north.

Exhibit F, Photo 41 - Cobb House interior, Southeast Bedroom, looking east.

Exhibit F, Photo 42 - Cobb House interior, Southeast Bedroom, detail of door surround, post, cornice.

Exhibit F, Photo 43 - Cobb House interior, Southeast Bedroom, detail of window.

Exhibit F, Photo 44 - Cobb House interior, Southeast Bedroom, detail of fireplace.

Exhibit F, Photo 45 - Cobb House interior, Lower Hall, looking south.

Exhibit F, Photo 46 - Cobb House interior, Lower Hall, looking north.

Exhibit F, Photo 47 - Cobb House interior, Upper Hall, looking south.

Exhibit F, Photo 48 - Cobb House interior, Upper Hall, looking north.

Exhibit F, Photo 49 - Cobb House interior, Lower Hall, detail of front door.

Exhibit F, Photo 50 - Cobb House interior, detail of stair, looking northeast.

Exhibit F, Photo 51 - Cobb House interior, Kitchen Fireplace, looking south.

Exhibit F, Photo 52 - Cobb House interior, Kitchen Fireplace, detail of bake door.

Exhibit F, Photo 53 - Cobb House outbuilding, looking north.

Exhibit F, Photo 54 - Cobb House outbuilding, looking east.



Exhibit F, Photo 1 - Cobb House, view of property, looking north.



Exhibit F, Photo 2 - Cobb House, view looking northwest.



Exhibit F, Photo 3 - Cobb House, detail of cornice and quoining, front elevation, southwest corner.



Exhibit F, Photo 4 - Cobb House, front elevation.



Exhibit F, Photo 5 - Cobb House, detail of front door.



Exhibit F, Photo 6 - Cobb House, detail of window, front elevation.



Exhibit F, Photo 7 - Cobb House, east elevation.



Exhibit F, Photo 8 - Cobb House, west elevation.



Exhibit F, Photo 9 - Cobb House, rear elevation.



Exhibit F, Photo 10 - Cobb House, rear elevation, detail of second story window and cornerboard.



Exhibit F, Photo 11 - Cobb House, rear elevation, off-center first story window.



Exhibit F, Photo 12 - Cobb House, rear elevation, detail of varying-width clapboard.



Exhibit F, Photo 13 - Cobb House interior, Southwest Parlor, looking south.



Exhibit F, Photo 14 - Cobb House interior, Southwest Parlor, looking west.



Exhibit F, Photo 15 - Cobb House interior, Southwest Parlor, looking north.



Exhibit F, Photo 16 - Cobb House interior, Southwest Parlor, looking east.



Exhibit F, Photo 17 - Cobb House interior, Southwest Parlor, detail of wainscoting.



Exhibit F, Photo 18, Cobb House, Southwest Parlor, detail of window.



Exhibit F, Photo 19 - Cobb House interior, Southwest Parlor, detail of northwest door and trim.



Exhibit F, Photo 20 - Cobb House interior, Southwest Parlor, detail of fireplace.



Exhibit F, Photo 21 - Cobb House interior, Southeast Parlor, looking south.



Exhibit F, Photo 22 - Cobb House interior, Southeast Parlor, looking west.



Exhibit F, Photo 23 - Cobb House interior, Southeast Parlor, looking north.



Exhibit F, Photo 24 - Cobb House interior, Southeast Parlor, looking east.



Exhibit F, Photo 25 - Cobb House interior, Southeast Parlor, detail of wainscoting, southwest corner.



Exhibit F, Photo 26 - Cobb House interior, Southeast Parlor, detail of window, looking south.

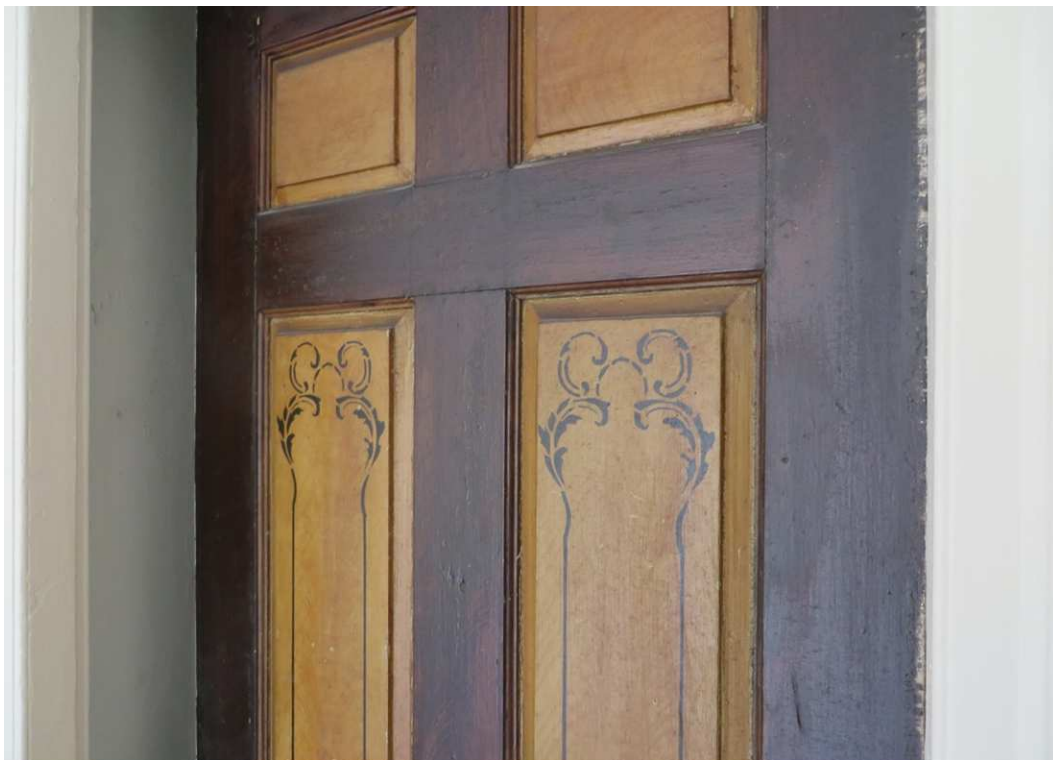


Exhibit F, Photo 27 - Cobb House interior, Southeast Parlor, detail of northeast door.



Exhibit F, Photo 28 - Cobb House interior, Southeast Parlor, detail of fireplace.



Exhibit F, Photo 29 - Cobb House interior, Southwest Bedroom, looking south.



Exhibit F, Photo 30 - Cobb House interior, Southwest Bedroom, looking west.



Exhibit F, Photo 31 - Cobb House interior, Southwest Bedroom, looking north.



Exhibit F, Photo 32 - Cobb House interior, Southwest Bedroom, looking east.



Exhibit F, Photo 33 - Cobb House interior, Southwest Bedroom, detail of wainscoting, southwest corner.



Exhibit F, Photo 34 - Cobb House interior, Southwest Bedroom, detail of southwest corner post.



Exhibit F, Photo 35 - Cobb House interior, Southwest Bedroom, cornice and window detail.



Exhibit F, Photo 36 - Cobb House interior, Southwest Bedroom, detail of door in southeast corner.



Exhibit F, Photo 37 - Cobb House interior, Southwest Bedroom, detail of fireplace.



Exhibit F, Photo 38 - Cobb House interior, Southeast Bedroom, looking south.



Exhibit F, Photo 39 - Cobb House interior, Southeast Bedroom, looking west.



Exhibit F, Photo 40 - Cobb House interior, Southeast Bedroom, looking north.



Exhibit F, Photo 41 - Cobb House interior, Southeast Bedroom, looking east.



Exhibit F, Photo 42 - Cobb House interior, Southeast Bedroom, detail of door surround, post, cornice.



Exhibit F, Photo 43 - Cobb House interior, Southeast Bedroom, detail of window.



Exhibit F, Photo 44 - Cobb House interior, Southeast Bedroom, detail of fireplace.



Exhibit F, Photo 45 - Cobb House interior, Lower Hall, looking south.



Exhibit F, Photo 46 - Cobb House interior, Lower Hall, looking north.



Exhibit F, Photo 47 - Cobb House interior, Upper Hall, looking south.



Exhibit F, Photo 48 - Cobb House interior, Upper Hall, looking north.



Exhibit F, Photo 49 - Cobb House interior, Lower Hall, detail of front door.



Exhibit F, Photo 50 - Cobb House interior, detail of stair, looking northeast.



Exhibit F, Photo 51 - Cobb House interior, Kitchen Fireplace, looking south.



Exhibit F, Photo 52 - Cobb House interior, Kitchen Fireplace, detail of bake door.



Exhibit F, Photo 53 - Cobb House outbuilding, looking north.



Exhibit F, Photo 54 - Cobb House outbuilding, looking east.

Exhibit G
Historic photographs

Exhibit G, Photo 1 - Cobb House, ca. 1893.

Exhibit G, Photo 2 - Cobb House, front elevation, ca. 1901.

Exhibit G, Photo 3 - Cobb House, rear elevation, ca. 1901.

Exhibit G, Photo 4, rear elevation, ca. 1902.

Exhibit G, Photo 5 - Outbuilding, The Den, ca. 1901.

Exhibit G, Photo 6 - Cobb House, HABS, 1959.



Exhibit G, Photo 1 - Cobb House, ca. 1893.



Exhibit G, Photo 2 - Cobb House, front elevation, ca. 1901.



Exhibit G, Photo 3 - Cobb House, rear elevation, ca. 1901.



Exhibit G, Photo 4, rear elevation, ca. 1902.



Exhibit G, Photo 5 - Outbuilding, The Den, ca. 1901.



Exhibit G, Photo 6 - Cobb House, HABS, 1959.

Exhibit H

Cobb House floor plans, Brown Lindquist Fenuccio & Raber Architects, Inc.

Interior spaces subject to the Preservation Restriction indicated in red.

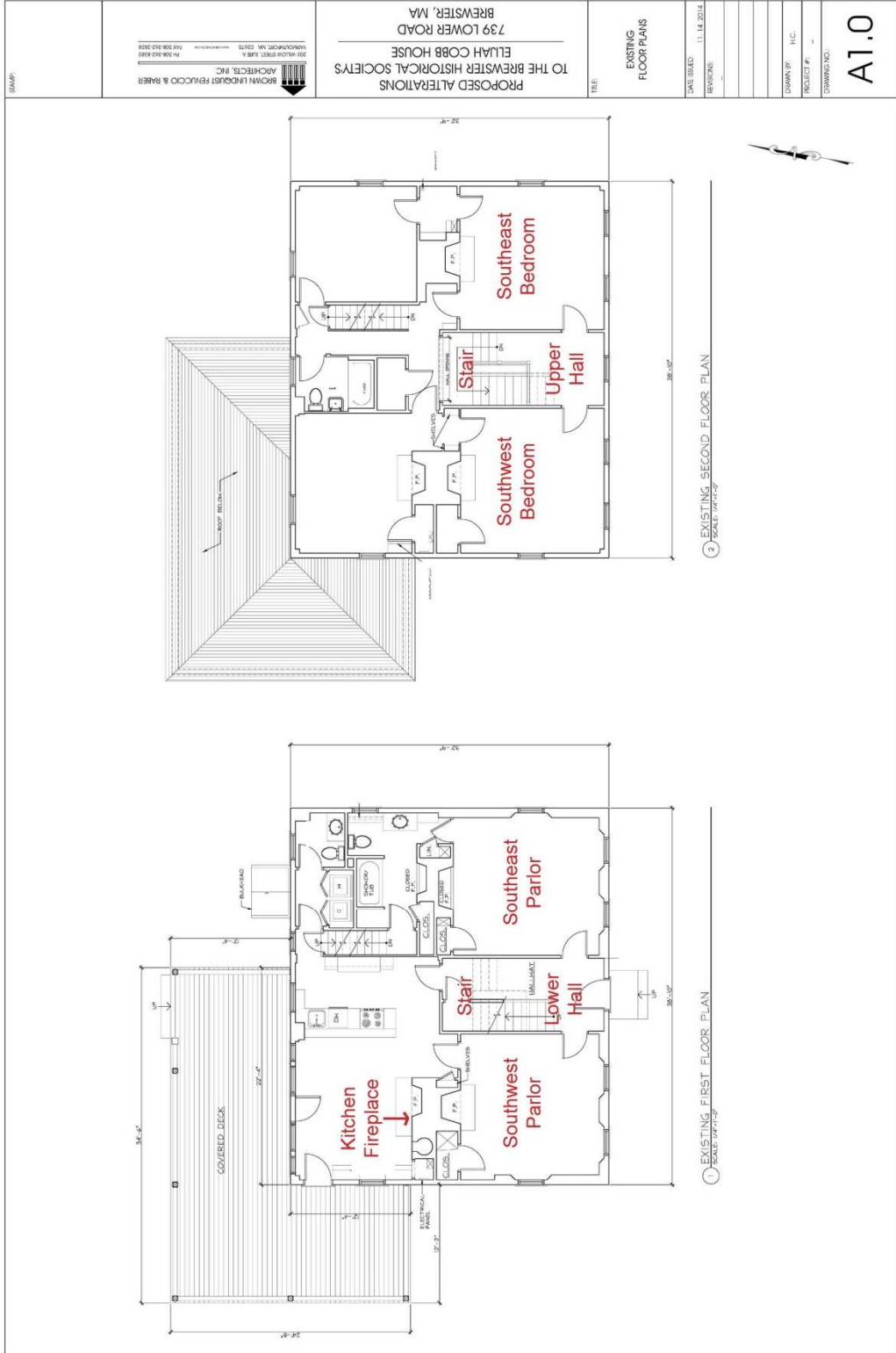


Exhibit I

Restriction Guidelines and Procedures for Maintenance and Improvements

1. PREAMBLE

The purpose of these Guidelines is to assist the Property Owner (the Owner) and the Town of Brewster (the Town) and its designated agent, the Brewster Select Board (the Select Board) in retaining the substance and character of the historic structures and land including the 1799 Capt. Elijah Cobb House (the Building) located at 739 Lower Road, Brewster, Barnstable County, Massachusetts (the Property), by establishing standards and procedures for maintenance and improvements in accordance with the principles established in the Preservation Restriction to which this is appended.

2. GENERAL PROVISIONS

In view of the importance to the Town of preserving the Property's character and integrity, both with respect to the Building and in context with its surroundings, the following general guidelines shall apply:

2.1 The exterior of the south, east, and west elevations of the house and the second story of the north elevation shall be maintained and not altered. The first story of the north elevation has been altered in the past, including the removal of an ell and addition, the addition of French doors and the addition of a porch. Alterations are permitted on the first story of the north elevation provided they conform in scale, materials and design to the overall architectural character of the Building, subject to Select Board review and approval.

2.2 The interior (including floors, walls, ceilings, doors and door surrounds, windows and window surrounds, fireplaces and mantelpieces, and ornamental trim) in the Southwest Parlor, Southeast Parlor, Lower Hall, Stair, Upper Hall, Southwest Bedroom and Southeast Bedroom (as shown on a plan attached as **Exhibit H**) shall be maintained and not altered, except as provided below.

2.3 Necessary reconstruction or replacement of any portion of the house shall reproduce the existing exterior features and components, except as specifically indicated in these Guidelines. The house may not be elevated from its original foundation height, or have its roofline raised.

2.4 The Outbuilding may not be altered after the date of this Restriction without Select Board and Old King's Highway Regional Historic District approval. New freestanding outbuildings are allowable provided they not adversely impact the view of the Building from the street. The addition of any new outbuildings, or the relocation of existing outbuildings, must be reviewed and approved by the Select Board.

2.5 Modifications of landscaping and site features shall be in keeping with the character of the neighborhood and 19th century landscape traditions. Any new hardscape features (driveways, walkways) and fences are subject to approval by the Select Board. Any new landscape features (trees, planting beds) which might impact the view of the Building from the street must be reviewed and approved by the Select Board.

3. GENERAL REQUIREMENTS AND REVIEW PROCEDURES

3.1 Work Subject to Review

3.1.1 Approval by the Select Board is not required for ordinary maintenance and repair of existing fabric in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), hereinafter the "Secretary's Standards" and these Guidelines. The right to maintain and repair shall mean the use by the Owner of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. The right to maintain and repair shall not include the right to make changes in appearance, materials, material colors and workmanship from that existing prior to the maintenance and repair without the prior approval of the Select Board.

3.1.2 All other non-maintenance changes and additions are subject to review by the Select Board. Approval of any proposed work must be granted in writing by the Select Board in advance of the commencement of construction.

3.2 Review Standards and Procedures

3.2.1 Review procedures, including those conducted for emergency repair and replacement, shall generally be conducted in accordance with applicable provisions of the following:

3.2.2 The Secretary's Standards.

3.2.3 Determinations by the Select Board relating to work subject to review shall be based on the primary objective of retaining the substance and character of the Property, in accordance with the provisions of Paragraph 2 of these Guidelines.

3.3 Submittal and Documentation Requirements

Material required for review may include such documentation as scale drawings, renderings, specifications, and product descriptions and samples.

3.4 Qualifications of Consultants and Contractors

3.4.1 All design work shall be performed by an architect currently licensed in Massachusetts, preferably with historical renovation and reconstruction experience.

3.4.2 All construction, except simple maintenance projects, shall be performed by contractors currently licensed in Massachusetts, preferably with a minimum of five years' experience in historical renovation and reconstruction.

4. BUILDING RENOVATION AND CONSTRUCTION STANDARDS

4.1 General Standards

4.1.1 All products, components, and materials shall be of the best quality.

4.1.2 Reconstruction of existing portions of the Building shall reproduce existing construction exactly.

4.1.3 New construction shall maintain the scale, proportions, detailing and general character of the existing Building.

4.2 Specific Standards for the Exterior of Building

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the Town's primary objective for the Property.

4.2.1 Paint: Changes in exterior paint colors are allowed. Colors must be historically appropriate and must be approved by the Select Board.

4.2.2 Siding: Maintain all original or historically significant siding on Building, as determined by the Select Board. Replacement siding, if needed, must be wood and match the existing clapboard in width and profile, including the variable widths found on the rear elevation.

4.2.3 Roof material: New roofing must utilize red cedar shingles similar in size to existing.

4.2.4 Chimneys: Maintain all chimneys. If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement brick is required, it must match the existing in color and size.

4.2.5 Foundation: Maintain brick foundation. If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. It is encouraged, but not required, that those portions of the foundation that are parged be restored to the original exposed brick and the parging removed. If replacement brick is required, it must match the existing in color and size.

4.2.6 Dormers and Skylights: New dormers and skylights are not permitted.

4.2.7 Trim and Decoration: Maintain original trim as possible, replace-in-kind if necessary.

4.2.8 Windows: All of the windows on the south, east, and west elevation, all windows on the second story of the north elevation, and the off-centered 9/9 window on the first story of the north elevation are either original or historically significant, and must be properly maintained and restored as needed. These windows may not be replaced. Remaining windows on the north elevation may be replaced or changed. All replacement window designs and specifications are to be approved by the Select Board. New windows used on the north elevation first story must be good quality, historically appropriate single-glazed true-divided wood windows that maintain the 6/6 muntin pattern of other modern replacement windows in order to distinguish them from historically significant windows. Location of new windows must conform to the overall pattern of window spacing on the Building.

4.2.9 Storm windows: Storm windows are allowed with review by Select Board. Storm windows must match the color of the underlying window surround and the meeting rails must align with the meeting rails of the window sash.

4.2.10 Shutters: Existing wood louvered shutters may be reinstalled or replaced-in-kind, including use of appropriate hardware (including shutter dogs and pintles). Design and color of the shutters must be reviewed and approved by the Select Board.

4.2.11 Doors and storm doors: Original doors must be restored if possible and if not, must be replaced-in-kind; design to be approved by the Select Board. Replacement of non-original doors must be wood, and be compatible in design, color, and finish of existing historic doors, as approved by the Select Board. Storm doors are not permitted on the front (south) elevation, but

are otherwise allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Select Board.

4.2.12 Building-Attached Lighting Fixtures: Light fixtures may be used but must be minimal in appearance, appropriate to the Building, and must be approved by the Select Board.

4.2.132 Equipment: Window mounted HVAC or other ventilation equipment are not permitted. Openings made for HVAC or other equipment on the exterior of the Building must be located in a manner that does not detract from the Building, and must be reviewed and approved by the Select Board.

4.3 Specific Standards for the Interior spaces subject to this Restriction

4.3.1 All flooring, baseboards, wainscoting, plaster walls, cornices, plaster ceilings, doors (including hardware) and door surrounds, window surrounds including interior shutters, fireplaces including mantelpieces, and stairs including treads, newel posts, balusters and handrail, in the spaces shown in Exhibit H and described in Exhibit D must be retained and restored. If replacement is required, the replacement must match the existing in materials and design.

4.3.2 The kitchen fireplace must be retained. If repointing of the brick is necessary, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement brick is required, it must match the existing in color and size.

4.3.3 Color changes of the floors, walls and ceilings must be reviewed by the Select Board and must be based on evidence that the replacement color had been used in the specific location and/or is an appropriate color treatment for the period of the house. Those doors that are painted with faux graining must retain that detail.

4.3.4 The following interior alterations are permitted with Select Board approval to ensure appropriate design and materials: Restoration of plaster walls in the Southwest Parlor between the south windows, infilling of the modern opening in the upper north wall of the stair, restoration of missing doors, including appropriate hardware, and removal of fire insert in the Southeast Parlor.

5. LANDSCAPING AND SITE STANDARDS

5.1 General goals

The principal landscaping goals are maintenance of the view of the house from the street and the retention or addition of landscape features that are compatible with the 19th century period of the house.

5.2 Planting

5.2.1 The front (south) yard shall remain sufficiently open to preserve views of the Property from Lower Road.

5.2.2 No large new plantings are allowed in front of the Building; smaller plantings should not obscure the view of the Building and must be approved by the Select Board.

5.2.3 Large areas of wood chips and colored mulch are prohibited in the front of the house, or anywhere visible from the street. Mulch under shrubs and flower beds are acceptable.

5.2.4 Plant species appropriate for a 19th century home should be researched, and a qualified professional with knowledge of historic gardens from this period is recommended.

5.3 Lighting

5.3.1 Exterior lighting is allowed but should be kept to a minimum and reflect the character of the Property.

5.3.2 Accent lighting of the Building or other outbuildings, walkways, trees, and landscape features is not allowed.

5.4 Driveways and Walkways

5.4.1 The existing driveway, including location and paving materials, may be modified and new parking areas may be added subject to review and approval by the Select Board.

5.4.2 Suggested materials for new walkways include flagstone or red brick set in sand or stone dust. Use of asphalt or concrete for walkways or site stairs is not appropriate.

Exhibit J

Town Meeting Articles

Article 10 on May 5, 2014 Special Town Meeting Warrant

COMMUNITY PRESERVATION COMMITTEE

ARTICLE NO. 10: To see if the Town will vote to act upon the recommendation of the Community Preservation Committee and to appropriate from the Community Preservation Committee Fund Balance the amount shown below and for the purpose identified below; to authorize the Town Administrator to enter into contracts for the award of grants to the following agency; to authorize the Community Preservation Committee, pursuant to the provisions of Massachusetts General Laws, Chapter 184, Sections 31 through 33, to require a Historic Preservation Restriction in the awarding of the following grants; and to authorize the Town of Brewster, acting by and through its Board of Selectmen, to hold and enforce such Historic Preservation Restriction, all as follows:

Item: Category: Request:

1. Historic Preservation

a. Brewster Historical Society for the purchase of the Captain Elijah Cobb House:	<u>\$350,000.00</u>
Grand Total	\$350,000.00

or to take any other action relative thereto

(Majority Vote Required)

(Community Preservation Committee)

Article 7 on May 4, 2015 Special Town Meeting Warrant

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 7: To see if the Town will vote to act upon the recommendation of the Community Preservation Committee and to appropriate from the Community Preservation Fund Balance reserved for Open Space, the Community Preservation Fund Balance Reserved for Community Housing, the Community Preservation Fund Balance reserved for Historic Preservation and

the Community Preservation Budget Reserve the amounts shown below and for the purposes identified below; to authorize the Town Administrator to enter into contracts for the award of grants to the following agencies; to authorize the Community Preservation Committee, pursuant to the provisions of Massachusetts General Laws, Chapter 184, Sections 31 through 33, to require an Affordable Housing Restriction and Historic Preservation Restriction in the awarding of certain grants; and to authorize the Town of Brewster, acting by and through its Board of Selectmen, to hold and enforce such Historic Preservation and Affordable Housing Restrictions, all as follows:

Item: Category:

1. Open Space:

Eldredge Property Debt Repayment- Transfer the sum of **\$140,000.00** from the Fund Balance Reserved for Open Space to pay the debt service expense on the loan obtained in connection with the Eldredge Property acquisition (Article 9 of November 17, 2014 Special Town Meeting)

2. Community Housing:

Harwich Ecumenical Council for the Homeless' Homeowner Emergency Loan Program - Transfer the sum of **\$118,000.00** from the Fund Balance Reserved for Community Housing to award a grant to the Harwich Ecumenical Council for the Homeless to be utilized to administer the Housing Emergency Loan Program in the Town of Brewster.

3. Historic Preservation

- a. **Brewster Historical Society** - Funding towards the preservation, renovation and rehabilitation of the Captain Elijah Cobb House- Transfer the sum of **\$100,000.00**; (\$64,663.00 from the Fund Balance reserved for Historic Preservation, and \$35,337.00 from the Community Preservation Budget Reserve) to award a grant to the Brewster Historical Society to be utilized for the rehabilitation and preservation of the Captain Elijah Cobb House.
- b. **Brewster Cemetery Association** - Funding for critically needed repairs and restorations to historic tombstones, monuments and a holding vault in the Brewster Cemetery on Lower Road -Transfer the sum of **\$86, 350.00** from the Community Preservation Budget Reserve to award a grant to the Brewster Cemetery Association to undertake repairs and restorations to historic tombstones, monuments and a holding vault in the Brewster Cemetery on Lower Road.

Grand Total **\$444,350.00**

or to take any other action relative thereto.

(Majority Vote Required

(Community Preservation Committee)

Article 9 on May 7, 2018 Special Town Meeting Warrant

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 9: To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2019 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, or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

Motion: Move that the following sums be appropriated or reserved for later appropriation from the Community Preservation Fund Fiscal Year 2019 revenues or other 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 Fiscal Year 2019 community preservation purposes, with each item considered a separate appropriation to be spent by the Community Preservation Committee, all as set forth below:

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
1	Historic Preservation			
	a. Brewster Historical Society	Professional services and costs associated with the rehabilitation of the Cobb House outbuilding	\$110,120 from Fiscal Year 2019 Community Preservation Fund Fiscal Year Estimated Annual Revenues	\$140,000.00
Sub-total				\$140,000.00
2	Community Housing			
	a. Brewster Housing Authority	Professional services and costs associated with the upgrade, repairs, and replacement of Huckleberry Lane Roofs	\$59,120 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues and \$70,880 from the Community Housing Reserve	\$130,000.00
	b. Town of Brewster – Town Administration	Payroll and operating costs associated with continuing the Part Time Housing Coordinator position to assist the public with	\$36,000 from the Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$36,000.00

		the affordable housing program.		
	c. Community Development Partnership – Cape Housing Institute	Professional service costs associated with a training program that equips local elected and appointed officials and residents with the knowledge and skills needed to support the creation of more year round affordable housing	\$15,000 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$15,000.00
	Sub-total			\$181,000.00
3	Open Space			
	a. Community Preservation Debt Service	Payment of existing debt principal and interest for the Jolly Whaler, BBJ Property, and Bates Property Bonds.	\$294,928 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$294,928.00
	b. Designated Reserves for Open Space	Transfer unexpended funds to appropriate reserves in accordance with the Community Preservation Act.	\$55,672 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$255,672.00
	Sub-total			\$550,600.00
4	Reserves for Community Preservation			
	a. Town of Brewster – Recreation Department	Professional services and costs associated with the upgrade, repairs, replacement and construction associated with improving the Recreation Department Tennis Courts	\$35,000 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$35,000.00
	b. Administration Expense	Costs associated with general administration and operating expenses related to carrying out the operations of the Community Preservation Committee	\$55,060 from Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$55,060.00
	c. Designated Reserves for Community Preservation	Transfer unexpended funds to appropriate reserves in accordance with the Community Preservation Act	\$181,806.90 from the Fiscal Year 2019 Community Preservation Fund Estimated Annual Revenues	\$181,806.90
	Sub-total			\$271,866.90
	Grand Total			\$1,143,466.90

For Fiscal Year 2019 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 recording of the 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 Massachusetts General Law Chapter 184, Section 12 of the Community Preservation Act;

Further, to sunset the administrative expense authorization at the close of the fiscal year and transfer any unused balance to the fund balance reserved for Community Preservation;

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 50% Open Space, 10% Housing, 10% Historical and 30% for Community Preservation Reserve.

Exhibit K

Certified Select Board Vote

(To Be Added Once Vote Occurs After MHP Pre-Approval When the Certification of the Select Board Vote is Available)

5754347.1
5930146.1

Erika Mawn

From: Bill Engster <[REDACTED]>
Sent: Tuesday, April 18, 2023 8:45 AM
To: Erika Mawn
Subject: Re: Late Fee Brewster mooring permit

Follow Up Flag: Follow up
Flag Status: Flagged

Sorry to be a pain, but I'm still ticked off. Checked emails and spam on both mine and my wife's computer and received nothing. Never look @ Brewster website, but perhaps I should. Yes, I am guilty as charged. However still seeking a waiver. In short - was away for a month and a half. Returned night of April 10. Got my mail the next day and opened my tax bill which for some reason made me think of my mooring fee. Wrote check and took it to Natural Resources the NEXT morning and was told "too bad you're 12 days late." I'm aware that the rules are the rules. It's not the 20 bucks, it's the principle of doing the right thing for some body who had no evil intent.

Suggestion - Move mooring fee due date to May 1 and include payment instructions in tax bill mailing. Also check the accuracy of mailing list for past mooring holders.

Erica, you'll be glad to know that I don't want to talk about this anymore!!

Bill

On Wed, Apr 12, 2023 at 2:35 PM Erika Mawn <emawn@brewster-ma.gov> wrote:

Good Afternoon Bill,

Thank you for coming in to visit with me this morning and for this fee waiver request. I do want to share with you a little bit of information, the late policy and \$20 fee has been in place for about a decade – this is not a new policy. Mooring applications are due on Feb 15 each year and the late fee is applied if applications are received after April 1. According to the Natural Resources Dept, we emailed mooring permit holders 6 reminders this year in advance of April 1. We also posted that announcement on the new Town website last month as a further notice to residents in case the reminders ended up in spam and weren't checked.

Please let me know if you want me to bring your waiver request to the Select Board at their April 24 meeting.

Thank you for your time,

Erika

Erika Mawn

Executive Assistant

Town Manager/Select Board Office

Phone: 508-896-3701 x1100

Website: www.brewster-ma.gov

2198 Main Street Brewster MA 02631

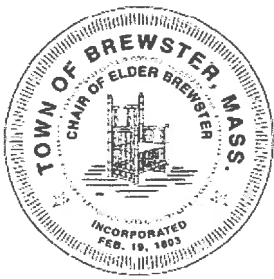
From: Bill Engster [REDACTED]
Sent: Wednesday, April 12, 2023 10:26 AM
To: Erika Mawn <emawn@brewster-ma.gov>
Subject: Late Fee Brewster mooring permit

Hi Erika -

I just saw you and you patiently heard my whine - thank you. To repeat, returned Monday, April 10 from over a month in Mexico. Today is April 12. Went to Natural Resources to pay for the permit and was told by Chris that I now owed a late fee because the mooring fee was due on April 1. He told me he would not accept my check and that I should take it up with the Select Board. Couldn't believe it. What kind of Town is Brewster becoming???

This requests a waiver for the mooring late fee.

Bill Engster



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

Office of:
Select Board
Town Administration

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY ENTERTAINMENT LICENSE**

Application must be submitted at least 2 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 Administration office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant's Name:	NAUSET GARDEN CLUB OF CAPE COD, MA
Applicant's Address:	PO Box 1224 ORLEANS, MA 02653
Telephone # and Email Address:	[REDACTED]

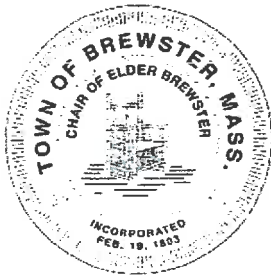
Section 2: Event Information

Type of Event:	ART IN BLOOM
Location of Event:	CROSBY MAUSION
Date of Event & Proposed Times:	6/9/23 10-4
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):	STAVE REUMAN, ELECTRIC KEYBOARD WITH SPEAKERS, LIVE, AMPLIFIED
Will entertainment be performed indoors or outdoors:	INDOORS

Section 3: Additional Information:

Will temporary structures be erected (i.e., platforms, scaffolds, tents, pavilions, etc.)? Yes: _____ No:
*If yes, a building permit may be needed, please contact the building department for more information.
Number of anticipated attendees over the course of the event: 600 Maximum # at any one time: 120

Applicant Signature: Dorey Reuman Date: 4/6/23
Treasurer



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

Office of:
Select Board
Town Administration

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY ENTERTAINMENT LICENSE**

Application must be submitted at least 2 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 Administration office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant's Name:

NAUSET GARDEN CLUB OF CAPE COD, MA

Applicant's Address:

PO Box 1224 ORLEANS, MA 02653

Telephone # and Email Address:

[REDACTED]

Section 2: Event Information

Type of Event:

ART IN BLOOM

Location of Event:

CROSBY MAUSION

Date of Event & Proposed Times:

6/10/23 10-4

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

STAVE REUMAN, ELECTRIC KEYBOARD
WITH SPEAKERS, LIVE, AMPLIFIED

Will entertainment be performed indoors or outdoors:

INDOORS

Section 3: Additional Information:

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

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

Number of anticipated attendees over the course of the event: 600 Maximum # at any one time: 120

Applicant Signature: Steve Reuman Date: 4/6/23
Treasurer



Town of Brewster

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

Office of:
Select Board
Town Manager

2023-1DE- #07

FEE \$35.00

Town of Brewster

Local Licensing Authority

This is to certify that: **Nauset Garden Club of Cape Cod**

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

Steve Reuman

Amplified electric keyboard

At the following address: 163 Crosby Lane, indoors at the Crosby Mansion

This one-day permit is effective on:

Friday June 9, 2023 from 10:00am – 4:00pm

Date Issued: April 24, 2023

CONDITIONS:

- None for this event



Town of Brewster

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

Office of:
Select Board
Town Manager

2023-1DE- #08

FEE \$35.00

Town of Brewster

Local Licensing Authority

This is to certify that: **Nauset Garden Club of Cape Cod**

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

Steve Reuman

Amplified electric keyboard

At the following address: 163 Crosby Lane, indoors at the Crosby Mansion

This one-day permit is effective on:

Saturday June 10, 2023 from 10:00am – 4:00pm

Date Issued: April 24, 2023

CONDITIONS:

- None for this event



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

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

ORGANIZATION OR GROUP: Brewster Historical Society

LOCAL SPONSORING ORGANIZATION: same

AREA OR FACILITIES NEEDED: Drummer Bay Park

DATE OR DATES REQUESTED: Saturday, June 24 - fair Friday, June 23 - set up
norm - 5:00

TIME IN: 7 TIME OUT: 5 (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: 50th annual Antiques Fair

NATURE OF ACTIVITY TO TAKE PLACE: Booths for selling - car/truck show

WILL ADMISSION FEE BE CHARGED? YES NO AMOUNT \$6.00 - \$5.00 with card
NON-PROFIT ORGANIZATION: YES NO or coupon

IRS # 046 077 999 TOTAL NUMBER OF PERSONS EXPECTED 500+

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 200
ANY SPECIAL EQUIPMENT NEEDED?: no.

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

MAILING ADDRESS: BHS. P.O. Box 1146 Brewster, MA 02631

TELEPHONE NUMBER: [REDACTED]

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

Signature: Joan Macar

Telephone: [REDACTED]

200A

DOWN STAIRS

ANTIQUE & CLASSIC
CAR + TRUCK
SHOW

Food
COURT

VEHICLE
ENTRANCE

WALK
WAY
FOR
SPEAKERS

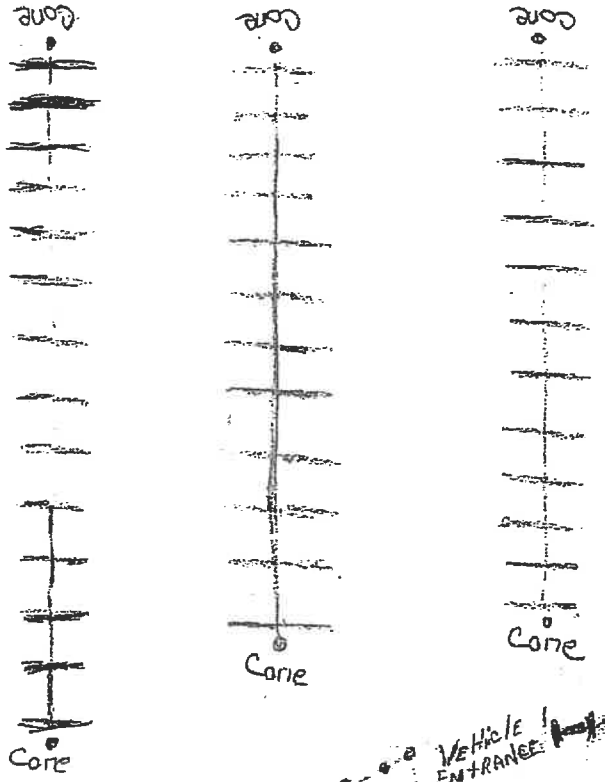
DEALERS
ENTRANCE

EXTRA DEALER
PARKING

PATHWAY

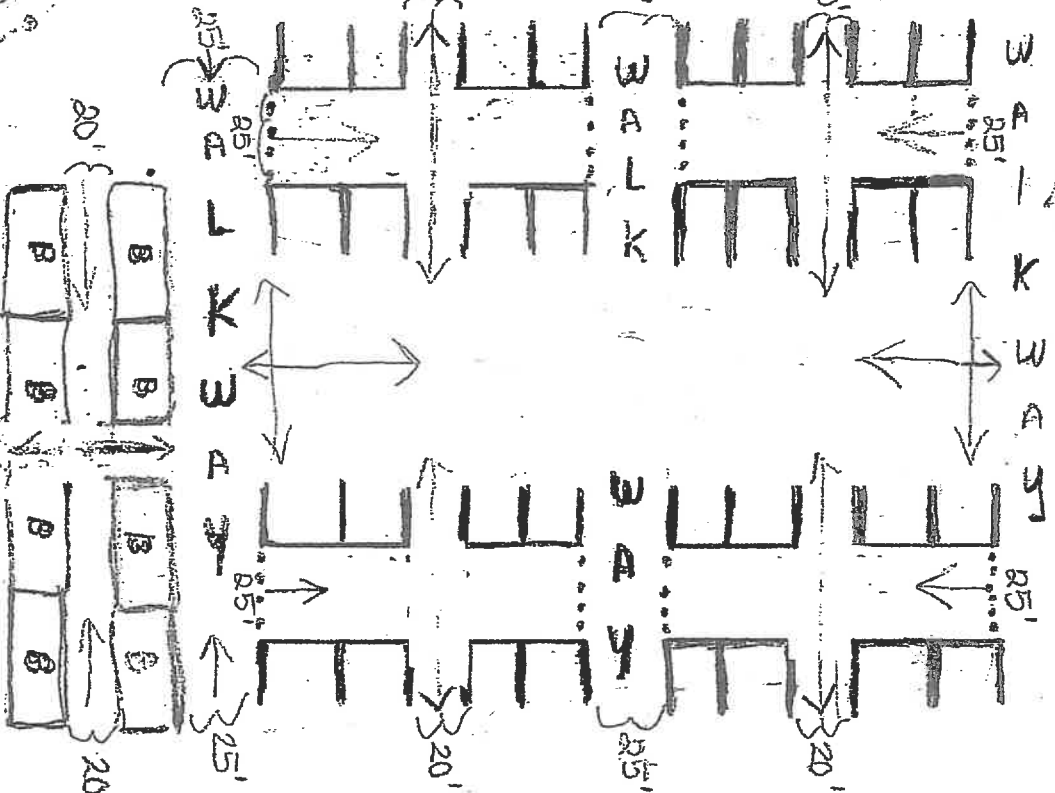
200B

DEALER PARKING



205 FT

680 FT



DEALER

DEALER

April 10, 2023

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

To the Select Board of Brewster:

I am representing the Brewster Historical Society in requesting an exemption from fee for the use of Drummer Boy Park on June 24, 2023, for our annual Antiques Fair. This is a major fundraiser for us, and this year we celebrate our 50th year.

We appreciate your past support of this important event and of our organization, and it would be great to see you at our 50th anniversary event!

Thank you.

A handwritten signature in cursive script that reads "Joann Moran".

Joann Moran, chairperson

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



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

ORGANIZATION OR GROUP: A Different Drummer Craft Event (Kaleidoscope)

LOCAL SPONSORING ORGANIZATION: _____

AREA OR FACILITIES NEEDED: Drummer Boy Park

DATE OR DATES REQUESTED: (additional to approved dates) July 14, 2023

TIME IN: 2pm TIME OUT: 7pm (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: craft fair

NATURE OF ACTIVITY TO TAKE PLACE: set up prior to event Sat + Sun
tents + tables only

WILL ADMISSION FEE BE CHARGED? YES _____ NO X AMOUNT _____

NON-PROFIT ORGANIZATION: YES _____ NO X

IRS # _____ TOTAL NUMBER OF PERSONS EXPECTED _____

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 20 vendors only estimated for early set up
ANY SPECIAL EQUIPMENT NEEDED?: no

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

Patricia A. Daley

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

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

Signature: Patricia A. Daley

Telephone: _____

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



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

ORGANIZATION OR GROUP: A Different Drummer Craft Event (Kaleidoscope)

LOCAL SPONSORING ORGANIZATION: _____

AREA OR FACILITIES NEEDED: Drummer Boy Park

DATE OR DATES REQUESTED: (additional to approved dates) August 4, 2023

TIME IN: 2pm TIME OUT: 7pm (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: craft fair

NATURE OF ACTIVITY TO TAKE PLACE: setup prior to event Sat+Sun
tents + tables only

WILL ADMISSION FEE BE CHARGED? YES _____ NO X AMOUNT _____

NON-PROFIT ORGANIZATION: YES _____ NO X

IRS # _____ TOTAL NUMBER OF PERSONS EXPECTED _____

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 20 vendors only estimated for early setup

ANY SPECIAL EQUIPMENT NEEDED?: no

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

Patricia A. Daley

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

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

Signature: Patricia A. Daley

Telephone: _____

Drummer Boy Rd

Drummer Boy Rd

Drummer Boy Rd

CUSTOMER PARKING

AFFRAME SIGN

Main St

Old Kings Hwy

Drummer Boy Park

Main St

FRONT

Google



To Brewster Select Board

Subject: Whitecaps 2023 home schedule signs at Brewster Beaches

April 15, 2023

As I have done in the last few years, I am writing to ask for Select Board approval for temporary signs with the Whitecaps 2023 Home Schedule at town beaches for June, July, and early August of 2023 and waiver of the associated temporary sign permit fees. In the past, the Select Board enthusiastically approved the requests, unanimously.

This year the request is for 5 beaches which are the same as last year plus 1 more beach. Last year there were signs at Saints Landing, Breakwater, and Crosby Landing, Mants Landing, and Linnell Landing. This year we would like to add First Light Beach. The signs are small, 12 inches by 24 inches. This size meets the criteria for signs in the area. Brewster DPW will put up and take down the signs. The Brewster Whitecaps will provide the signs. As you know the Brewster Whitecaps are a non-profit organization, run by a dedicated group of volunteers.

I believe that all members of the Select Board agree that the Brewster Whitecaps are an important part of the culture and summer ambiance in Brewster. Having the home schedule at our most popular beaches is a good way to inform the summer visitors and residents of Whitecaps' game nights. The signs make a statement as to the importance of Whitecaps Baseball to the town of Brewster. An example of the sign from 2021 is below.

Thank you for your consideration of this request from the Whitecaps.

Regards,

Chuck Hanson

Chuck Hanson, Whitecaps Board Member
On behalf of all the Whitecaps Board.





Town of Brewster

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

Office of:
Select Board
Town Manager

April 24, 2023

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 Tuesday, April 25, 2023 to sunset, Friday, April 28, 2023** 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 still needs to be scheduled before work begins).

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: 4/25-4/28

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 COMMORLE PARK S. CHATHAM

Property Information

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

Property owner(s): GARY GALDNER

Phone number of owner(s): [REDACTED]

Email of owner(s): [REDACTED]

Conservation Permit Number for work: SE 9-1868

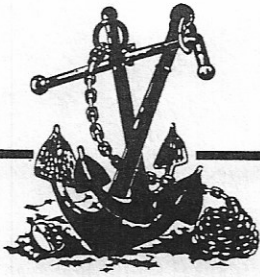
Submit Conservation performance bond if applicable under the Orders of Conditions

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:



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

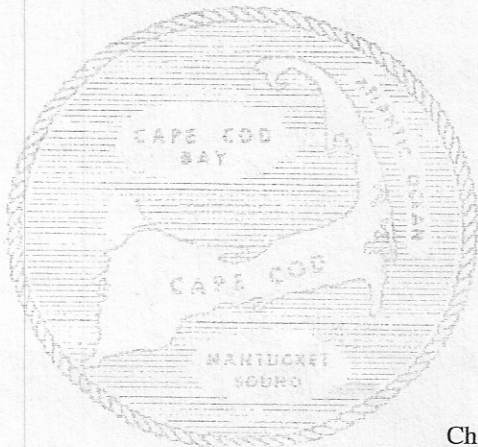
Site: 30 Swift Lane
Map 69 Lot 79

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

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

Fax: 508-432-2657



CERTIFICATE OF REGISTRATION

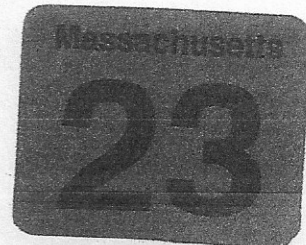
M.G.L. Chapter 90 section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Plate Type CON	Registration Type COMMERCIAL	Plate Number G11575	Effective Date 01-Jan-2023	Title Number BA702934	Expires On →	Month 12	Year 23
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 00000000				US DOT Number for Commercial Vehicle			
Name(s) of Owner(s) and Mailing Address 629 ANCHOR MARINE INC BX 172 S ORLEANS, MA 02662-0172 T5 P1 2				Insurance Company SAFETY INSURANCE COMPANY			
				Maximum Seating Capacity for Vehicles for Hire			
				Registrar of Motor Vehicles <i>Colleen J. Ogline</i>			
Lessee/In Custody Of							
Special Message				Change of Address <input type="checkbox"/> Residential <input type="checkbox"/> Mailing <input type="checkbox"/> Garage			

Important Information for Vehicle Owners

232438789

- **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 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.



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



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

CONTINUATION CERTIFICATE

Principal:
 Anchor Marine, Inc.

BREWSTER
Bond No.: BLND529366 **Date:** February 9, 2021

P.O. Box 172
 South Orleans MA 02662

Continuation Term: License or Permit Bond
From: March 20, 2021 **To:** March 20, 2024

Obligee:
 Generic Obligee

MA

Agent:
 HUB International New England
 PO Box 696, Ste 2
 Wilmington, MA 01887-0696

Bond Amount: \$ \$20,000.00

Premium: \$ \$500.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the "Surety") is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety's liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."



The Hanover Insurance Company

By: *Carrie M. Higginbottom*
 Attorney-In-Fact

CC: 3200937

LICENSE OR PERMIT BOND

License No.

Bond No. BLND529366

KNOW ALL MEN BY THESE PRESENTS, That

We Anchor Marine, Inc.

of P.O. Box 172 South Orleans, MA 02662

and The Hanover Insurance Company

are held and firmly bound unto

a New Hampshire

corporation, as Surety,

Town of Brewster

hereinafter called the Obligee, in the penal sum of

Ten Thousand Dollars

(\$ 10,000.00)

lawful money of the United States of America to be paid to said Obligee for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals, the 15th day of March, 2018.

WHEREAS, the said principal has applied to said obligee for license or permit for Parking Lots/Landings

Now, therefore, the Condition of this Obligation is such, that if the said Principal shall faithfully observe the provisions of the Laws, Ordinances, and Resolutions, governing the issuance of this License or Permit, then this Obligation shall be null and void, otherwise to remain in full force and effect.

This bond is effective the 20th day of March, 2018.

Liability under this bond shall terminate as of the 20th day of March, 2021, as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate signed by the Surety.

The Surety may cancel this bond at any time by filing with the Obligee thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

Anchor Marine, Inc.

BY: 

The Hanover Insurance Company

BY: 

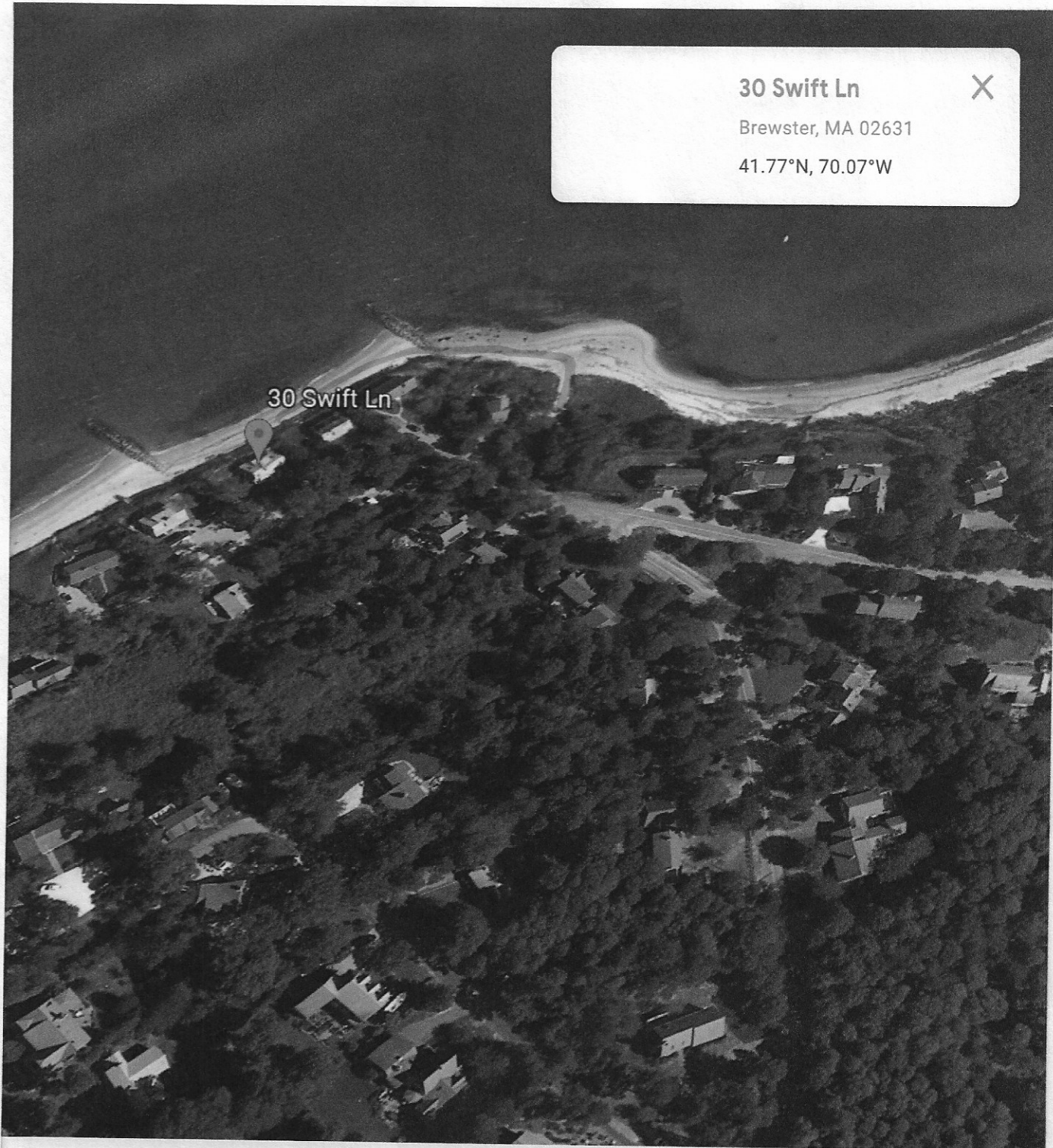
Kathleen Scotti, Attorney-in-Fact



30 Swift Ln ✕

Brewster, MA 02631

41.77°N, 70.07°W



ACCESS ROUTE



100%



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



ANCHOR MARINE INC.

P.O. Box 172
South Orleans, MA 02662
(508) 432-2656
Fax (508) 432-2657

THE CAPE COD FIVE CENTS SAVINGS BANK
MASSACHUSETTS

26900

53-7107/2113

4/3/2023

PAY TO THE
ORDER OF

Town of Brewster

**50.00

\$

Fifty and 00/100*****

DOLLARS

Town of Brewster
2198 Main Street
Brewster, MA 02631

MEMO POINT OF ROCKS



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈026900⑈ ⑆211371078⑆ 89 1001794⑈

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

4/13/23 (SAME AS ELLIS LANDING)
(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 4/12/21.

Location of project - Street 30 SWIFT LANE Assessor's Map 69 Parcel 97

I, ANCHORMARINE INC. (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: 4/25/23.

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 annual 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 4322656

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.

Town of Brewster
2198 Main Street, Brewster MA 02631

REQUEST FOR CERTIFIED ABUTTER'S LIST

PROPERTY

OWNER: GARY GALONER

Property address: 30 SWIFT LANE

MAP 69 LOT 97(6/3)

PREVIOUS MAP 69 LOT 79(6/3)

BOARD (Please check the appropriate Board, Commission or Committee)

HISTORIC DISTRICT COMMITTEE

CONSERVATION COMMISSION

ZONING BOARD OF APPEALS

BOARD OF HEALTH

PLANNING BOARD

SELECTMEN'S OFFICE

INCLUDE MAILING LABELS

Signature [Signature]

Date 4/13/23

Telephone [Redacted]

TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK

Case file # _____

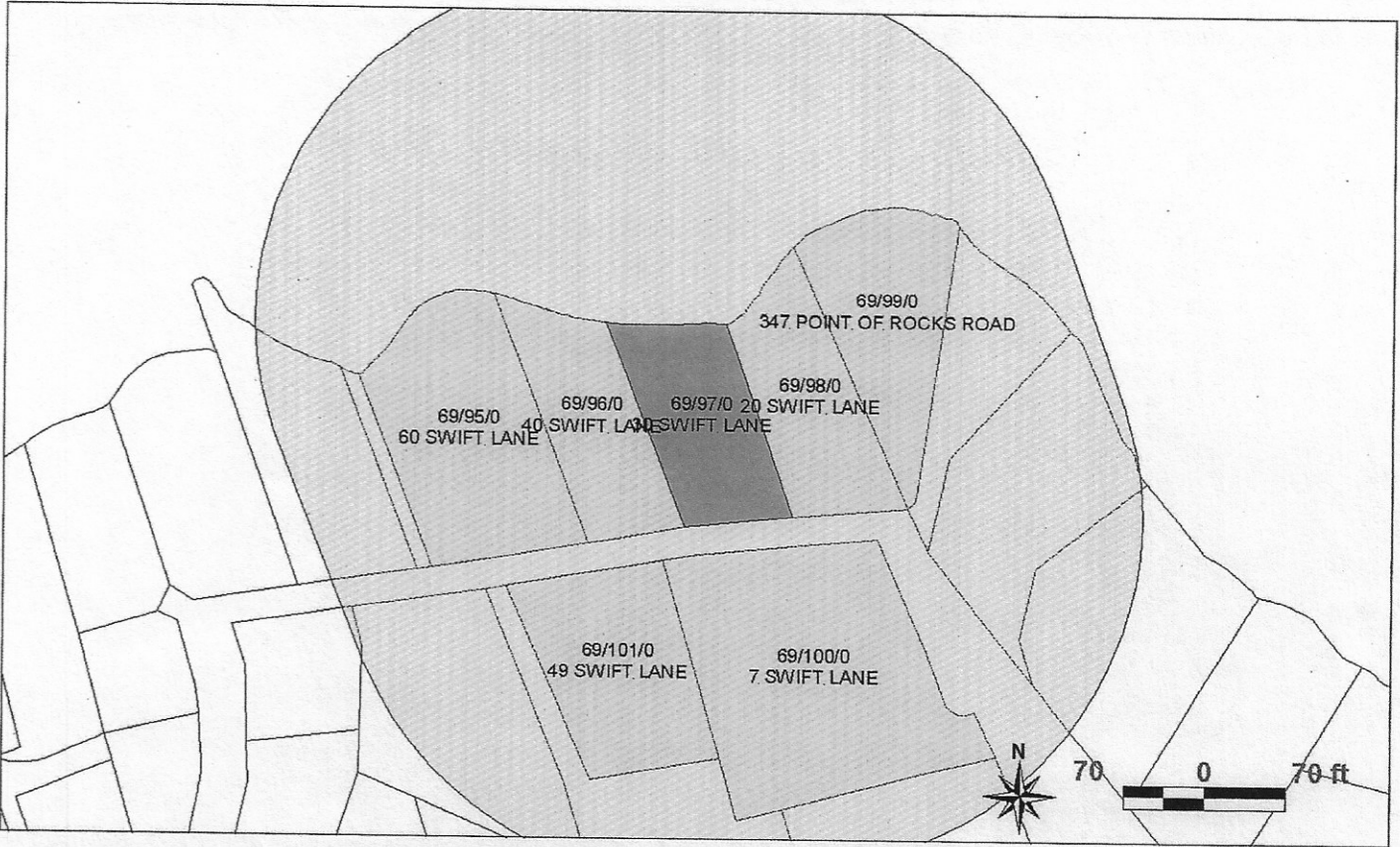
Clerk Signature _____

Date: _____

EALONEK

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

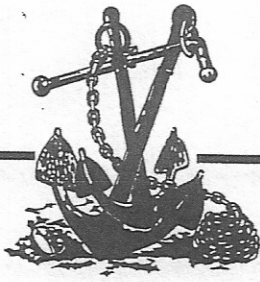
Abutters List Within 300 feet of Parcel 69/97/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
550	69-95-0-R (5-1)	PUTNAM RICHARD N TRUSTEE & WATERFIELD PETER W TRUSTEE	60 SWIFT LANE	PO BOX 646	BREWSTER	MA	02631
551	69-96-0-R (6-2)	BOYD GEORGE H III & BOYD MARY ANN	40 SWIFT LANE	115 E 90TH STREET APT 9C	NEW YORK	NY	10128
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 & JEANNE C	347 POINT OF ROCKS ROAD	PO BOX 1067	BREWSTER	MA	02631
614	69-100-0-R (6-4)	GORFINKLE IRA J & MARY ELLEN TRSTEE MARY ELLEN GORFINKLE 2005 TR	7 SWIFT LANE	P O BOX 523	BREWSTER	MA	02631
399	69-101-0-R (5-23)	NELSON GARY ET AL	49 SWIFT LANE	9384 COTES ROAD EAST	HOLLAND PATENT	NY	13354

Certified by:

James M. Gallagher, MAA
 Deputy Assessor



ANCHOR MARINE INC.

Quality marine construction since 1968

CHRISTIAN J. NORGEOT

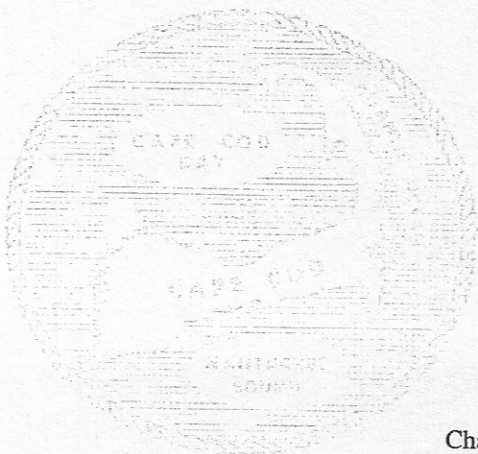
P.O. Box 172

South Orleans, MA 02662

POINT OF ROCKS

Proposed Work: Nourishment

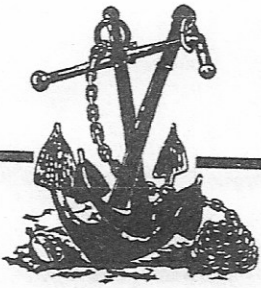
Overnight Storage: John Deere Loader, mini-tracked excavator, 21 cubic yards of sand.



anchormarinema@gmail.com

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

Fax: 508-432-2657



ANCHOR MARINE INC.

Quality marine construction since 1968

CHRISTIAN J. NORGEOT

P.O. Box 172

South Orleans, MA 02662

April 3, 2023

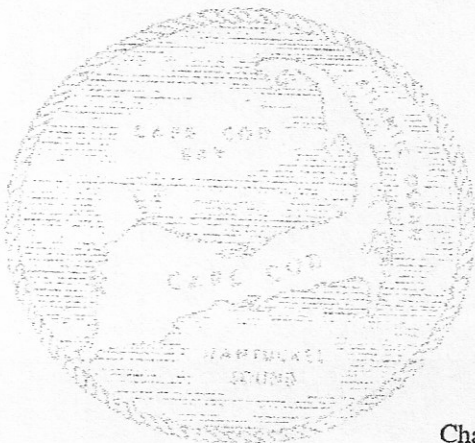
Dear Abutter,

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 and hope to do the work the week of April 24- April 28, 2023.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Norgeot'.

Christian E. Norgeot
Vice-President



anchormarinema@gmail.com
Chatham: 508-432-2656 Orleans: 508-255-2577
Fax: 508-432-2657

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
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 & JEANNE C	347 POINT OF ROCKS ROAD	PO BOX 1067	BREWSTER	MA	02631
617	79-23-0-R (6-7)	HEINTZELMAN PROPERTIES LLC	351 POINT OF ROCKS ROAD	96 WINTERHOFF TRAIL	BREWSTER	MA	02631
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

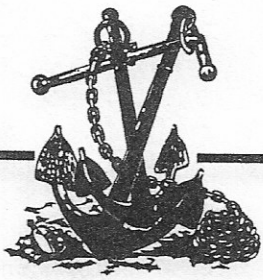
SULLIVAN RAYMOND A & JEANNE C
PO BOX 1067
BREWSTER, MA 02631

79-23-0-R

HEINTZELMAN PROPERTIES LLC
96 WINTERHOFF TRAIL
BREWSTER, MA 02631

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

April 3, 2023

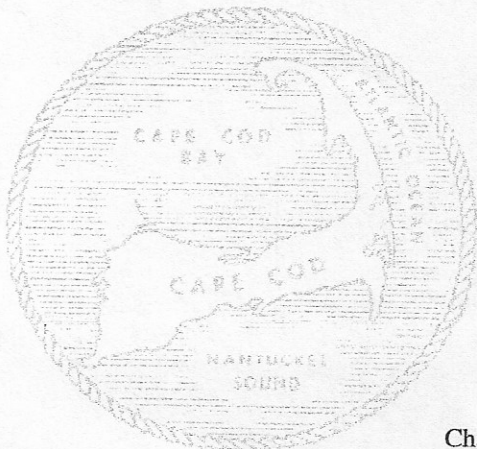
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Respectfully,

A handwritten signature in black ink, appearing to read 'C. Norgeot', written over a faint circular stamp.

Christian E. Norgeot
Vice-President



anchormarinema@gmail.com
Chatham: 508-432-2656 Orleans: 508-255-2577
Fax: 508-432-2657

7022 1670 0001 2979 8094

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CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Brewster, MA 02631

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<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	\$0.63
Total Postage and Fees	\$8.13

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 APR - 6 2023
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 HARRISBURGH MA

Sent To
SULLIVAN RAYMOND A & JEANNE C
 Street and No. **PO BOX 1067**
 City, State, Zip **BREWSTER, MA 02631**

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

7022 1670 0001 2979 8117

U.S. Postal Service™
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Holliston, MA 01746

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<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	\$0.63
Total Postage and Fees	\$8.13

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 APR - 6 2023
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 HARRISBURGH MA

Sent To
20 SWIFT LANE LLC
 Street and No. **215 UNDERWOOD ST**
 City, State, Zip **HOLLISTON, MA 01746**

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

7022 1670 0001 2979 8100

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Brewster, MA 02631

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<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	\$0.63
Total Postage and Fees	\$8.13

Postmark Here
 APR - 6 2023
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 HARRISBURGH MA

Sent To
BREWSTER TOWN OF
 Street and No. **POINT OF ROCKS ROAD**
 City, State, Zip **2198 MAIN STREET**
BREWSTER, MA 02631

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

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Brewster, MA 02631

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<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	\$0.63
Total Postage and Fees	\$8.13

Postmark Here
 APR - 6 2023
 0645 01
 HARRISBURGH MA

Sent To
HEINTZELMAN PROPERTIES LLC
 Street and No. **96 WINTERHOFF TRAIL**
 City, State, Zip **BREWSTER, MA 02631**

PS Form 3800, April 2015 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 24, 2023

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 35, 41 & 51 Captain Dunbar Road 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 Tuesday, April 25, 2023 to sunset, Friday, April 28, 2023** for supplying approximately 265 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 265 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 still needs to take place before work begins).

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 6

Proposed start and finish dates: 4/25 - 4/28

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:



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: 4/25-4/28

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 DONBAR

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

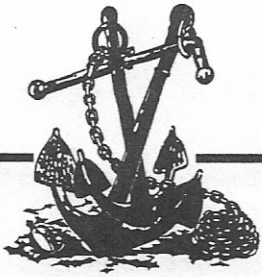
Submit Conservation performance bond if applicable under the Orders of Conditions

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:



ANCHOR MARINE INC.

Quality marine construction since 1968

CHRISTIAN J. NORGEOT

P.O. Box 172

South Orleans, MA 02662

Ellis Landing Staging Permit Request

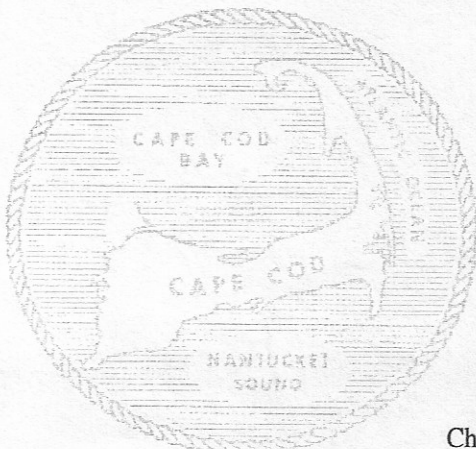
Site: 41, 42 and 51 Captain Dunbar Road
Map 9, Lots 39, 40 and 41

Proposed work: sand nourishment 200 cy

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 200 cubic yards of sand during the project.

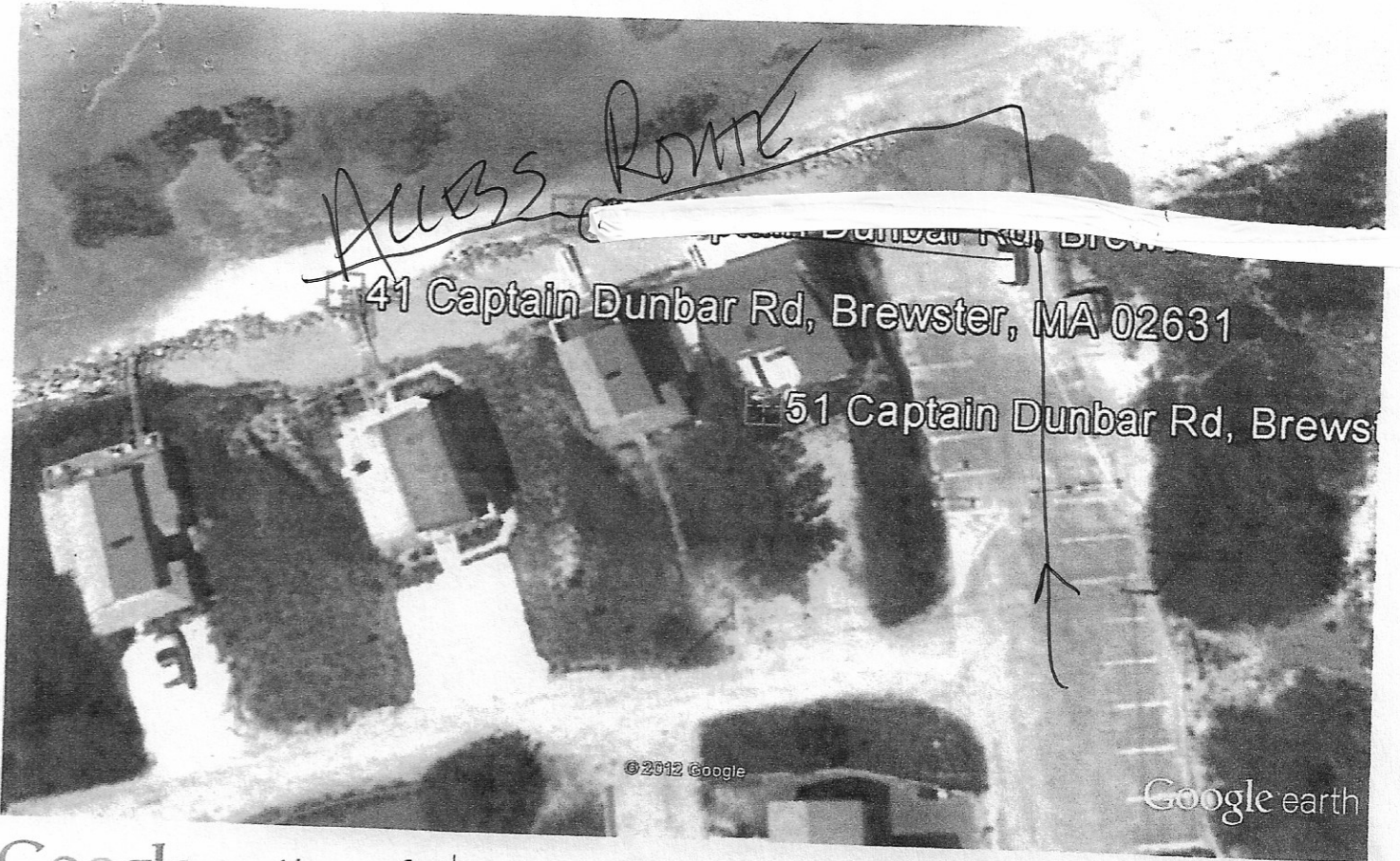
Start/Finish/Duration/Dates: This is at most a 1 day job.



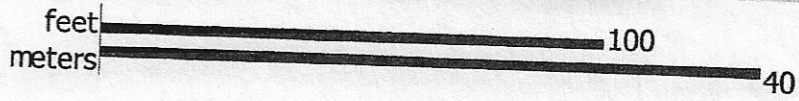
anchormarinema@gmail.com

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

Fax: 508-432-2657



Google earth



Town of Brewster
2198 Main Street, Brewster MA 02631

REQUEST FOR CERTIFIED ABUTTER'S LIST

PROPERTY

OWNER: STEVEN FASMAN

Property address: 51 CAPTAIN DUNBAR

MAP 91 LOT 41

PREVIOUS MAP _____ LOT _____

BOARD (Please check the appropriate Board, Commission or Committee)

_____ HISTORIC DISTRICT COMMITTEE

CONSERVATION COMMISSION


_____ ZONING BOARD OF APPEALS

_____ BOARD OF HEALTH

_____ PLANNING BOARD

_____ SELECTMEN'S OFFICE

_____ INCLUDE MAILING LABELS

Signature 

Date 4/3/23

Telephone 

TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK

Case file # _____

Clerk Signature _____

Date: _____

Town of Brewster
2198 Main Street, Brewster MA 02631

REQUEST FOR CERTIFIED ABUTTER'S LIST

PROPERTY

OWNER: PAUL & ANNETTE ROBERTS

Property address: 41 CAPTAIN DUNBAR

MAP 91 LOT 39

PREVIOUS MAP _____ LOT _____

BOARD (Please check the appropriate Board, Commission or Committee)

_____ HISTORIC DISTRICT COMMITTEE

CONSERVATION COMMISSION

_____ ZONING BOARD OF APPEALS

_____ BOARD OF HEALTH

_____ PLANNING BOARD

_____ SELECTMEN'S OFFICE

_____ INCLUDE MAILING LABELS

Signature [Signature]

Date 4/3/23

Telephone [Redacted]

TO BE COMPLETED BY THE ZONING or PLANNING BOARD CLERK

Case file # _____

Clerk Signature _____

Date: _____

TASMAN

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

4/3/23
(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. DUNBAR Assessor's Map 91 Parcel 41

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: 4/25/23 - 2:00pm

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 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] ANCHOR MARINE INC.

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.

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

4/13/23
(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 _____.

Location of project - Street 41 CAPT. DUNBAR Assessor's Map 91 Parcel 39 ROBERTS

I, ANCHOR MARINE INC (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: 4/25/23.

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
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Signature of Contractor [Signature]

Signature of Owner [Signature] This form shall serve as proof that I, the
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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.



ANCHOR MARINE INC.

Quality marine construction since 1968

CHRISTIAN J. NORGEOT

P.O. Box 172

South Orleans, MA 02662

April 3, 2023

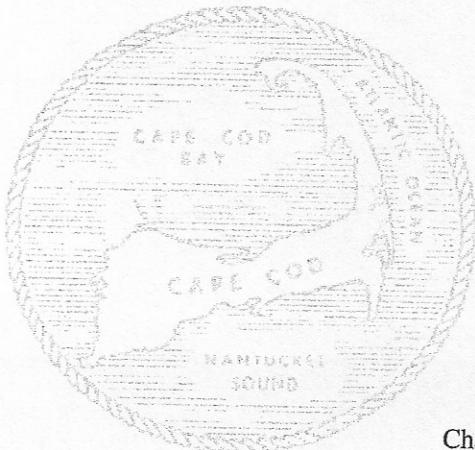
Dear Abutter,

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 41st 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 25-April 28, 2023.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Norgeot', written over the word 'Respectfully'.

Christian E. Norgeot
Vice-President



anchormarinema@gmail.com

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

Fax: 508-432-2657



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

CONTINUATION CERTIFICATE

Principal:
 Anchor Marine, Inc.

P.O. Box 172
 South Orleans MA 02662

Obligee:
 Generic Obligee

MA

BRELOSTER

Bond No.: BLND529366

Date: February 9, 2021

Continuation Term: License or Permit Bond
From: March 20, 2021 **To:** March 20, 2024

Agent:
 HUB International New England
 PO Box 696, Ste 2
 Wilmington, MA 01887-0696

Bond Amount: \$ \$20,000.00

Premium: \$ \$500.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the "Surety") is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety's liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."



The Hanover Insurance Company

By: *Anne M. Higginbottom*
 Attorney-In-Fact

CC: 3200937

LICENSE OR PERMIT BOND

License No.

Bond No. BLND529366

KNOW ALL MEN BY THESE PRESENTS, That

We Anchor Marine, Inc.

of P.O. Box 172 South Orleans, MA 02662

and The Hanover Insurance Company

are held and firmly bound unto

a New Hampshire

, as Principal,
corporation, as Surety,

Town of Brewster

hereinafter called the Obligee, in the penal sum of

Ten Thousand Dollars

(\$ 10,000.00)

lawful money of the United States of America to be paid to said Obligee for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals, the 15th day of March, 2018.

WHEREAS, the said principal has applied to said obligee for license or permit for Parking Lots/Landings

Now, therefore, the Condition of this Obligation is such, that if the said Principal shall faithfully observe the provisions of the Laws, Ordinances, and Resolutions, governing the issuance of this License or Permit, then this Obligation shall be null and void, otherwise to remain in full force and effect.

This bond is effective the 20th day of March, 2018.

Liability under this bond shall terminate as of the 20th day of March, 2021, as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate signed by the Surety.

The Surety may cancel this bond at any time by filing with the Obligee thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

Anchor Marine, Inc.

BY: 

The Hanover Insurance Company

BY: 

Kathleen Scotti, Attorney-in-Fact





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-2023	Title Number BA702934	Expires On →	Month 12	Year 23
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 00000000				US DOT Number for Commercial Vehicle			
Name(s) of Owner(s) and Mailing Address 629 ANCHOR MARINE INC BX 172 S ORLEANS, MA 02662-0172				Insurance Company SAFETY INSURANCE COMPANY			
				Maximum Seating Capacity for Vehicles for Hire			
Lessee/In Custody Of				Registrar of Motor Vehicles <i>Colleen J. Ogilvie</i>			
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 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.

232438789



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



ANCHOR MARINE INC.

P.O. Box 172
South Orleans, MA 02662
(508) 432-2656
Fax (508) 432-2657

THE CAPE COD FIVE CENTS SAVINGS BANK
MASSACHUSETTS

26901

53-7107/2113

4/3/2023

PAY TO THE ORDER OF Town of Brewster

\$ **50.00

Fifty and 00/100*****

DOLLARS

Town of Brewster
2198 Main Street
Brewster, MA 02631

MEMO ellis landing



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈026901⑈ ⑆211371078⑆ 89 1001794⑈



ANCHMAR-02

KMCMANUS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2023

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).

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Kristina McManus
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: kristina.mcmanus@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Great American Insurance Company	NAIC # 16691
INSURER B : Safety Indemnity Insurance Company	33618
INSURER C : Manufacturers Alliance Insurance Company	36897
INSURER D : American Longshore Mutual Assn	
INSURER E :	
INSURER F :	

INSURED
Anchor Marine, Inc.
PO Box 172
South Orleans, MA 02662

COVERAGES**CERTIFICATE NUMBER:****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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			OMH4228168	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 MOLL \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5923098	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			OMH4228167	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0985713Y	3/26/2023	3/26/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation			ALMA01960-06	3/26/2023	3/26/2024	\$1M/\$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State Act Workers' Compensation (Policy #202001-09-85-71-3Y) - Partners, Officers and Others

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

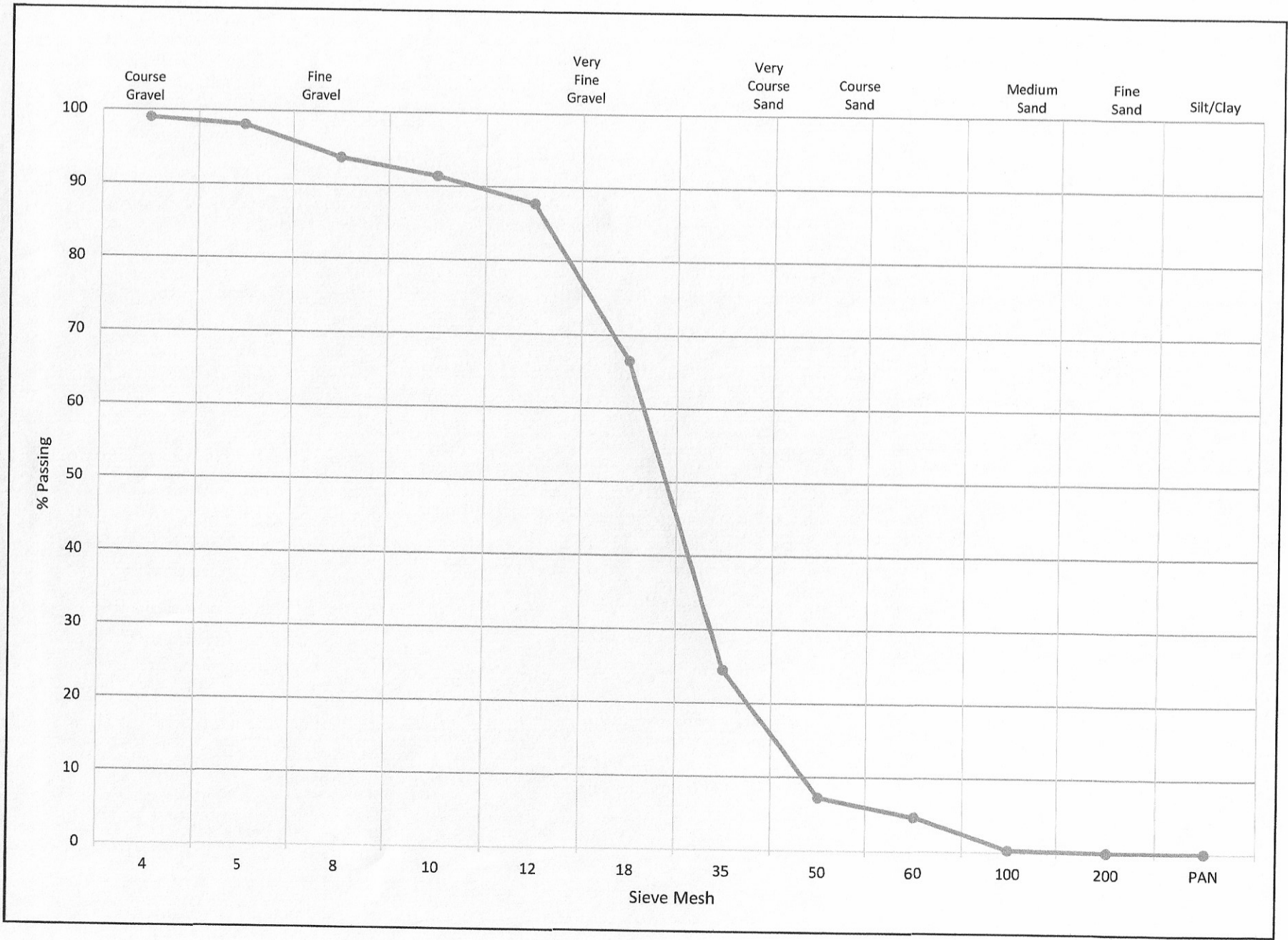
SIEVE OPENING IN MILLIMETERS	SIEVE MESH	WEIGHT RETAINED IN GRAMS (Cumulative)		PERCENT RETAINED (Cumulative)		CUMULATIVE PERCENT FINER	PROJECT MANUAL SPECIFICATION (USCS)
4.75	4	5.1	5.1	1.02	1.02	98.98	Course Gravel
4	5	4.5	9.6	0.90	1.92	98.08	
2.36	8	21.6	31.2	4.32	6.24	93.76	Fine Gravel
2	10	12.1	43.3	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



91-39-0-R

ROBERTS PAUL G & ANNETTE R
287 LANGLEY ROAD
NEWTON, MA 02459

91-40-0-R

WALLIS PETER W
355 HEATH'S BRIDGE ROAD
CONCORD, MA 01742

91-41-0-R

FASMAN STEVEN L & CAROL G
27 CLUB POINTE DRIVE
WHITE PLAINS, NY 10605

91-42-0-E

BREWSTER TOWN OF
2198 MAIN STREET
BREWSTER, MA 02631

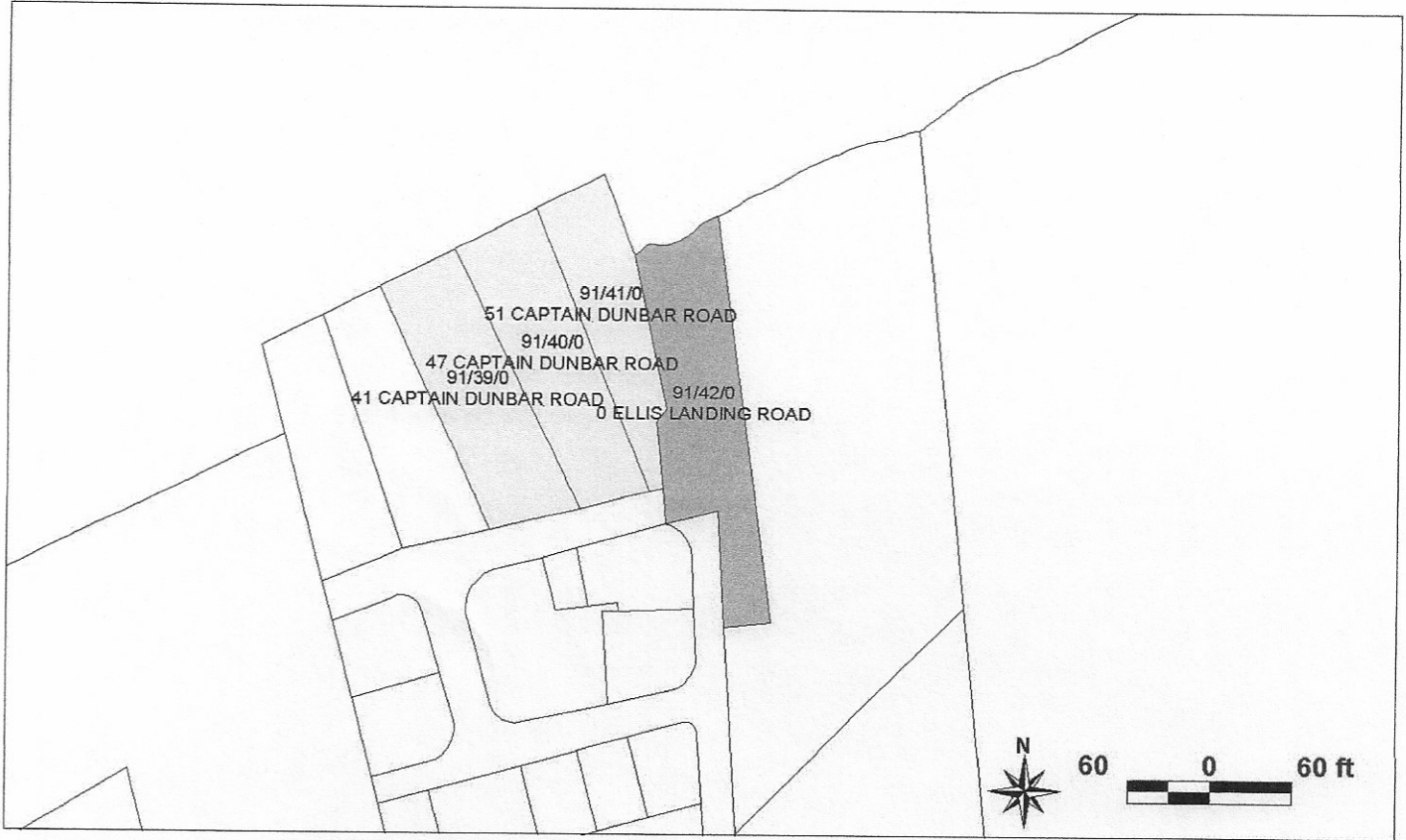


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

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
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	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
822	91-42-0-E (7-16-1)	BREWSTER TOWN OF	0 ELLIS LANDING ROAD	2198 MAIN STREET	BREWSTER	MA	02631



ELLIS LANDING
BEACH



Edge of Pavement

Buildings

Parcels

Town Boundary

MA Highways

Interstate

US Highway

Numbered Routes

Abutting Towns

Bathymetry

0-5 ft

5-10 ft

10-15 ft

15-20 ft

20-30 ft

30-40 ft

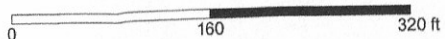
40-50 ft

50-60 ft

Streets



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



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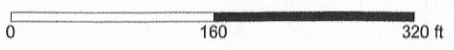


ELLIS LANDING
BEACH

- Edge of Pavement
- Buildings
- Parcels
- Town Boundary
- MA Highways
 - Interstate
 - US Highway Routes
- Abutting Towns
- Bathymetry
 - 0-5 ft
 - 5-10 ft
 - 10-15 ft
 - 15-20 ft
 - 20-30 ft
 - 30-40 ft
 - 40-50 ft
 - 50-60 ft
- Streets



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



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MapsOnline by PeopleGIS

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Domestic Mail Only

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Brewster, MA 02631

OFFICIAL USE

Certified Mail Fee
\$ 4.15

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ 0.00
 - Return Receipt (electronic) \$ 0.00
 - Certified Mail Restricted Delivery \$ 0.00
 - Adult Signature Required \$ 0.00
 - Adult Signature Restricted Delivery \$ 0.00

Postage
\$ 0.63

Total Postage and Fees
\$ 8.13

0662
23

Postmark
Here

04/10/2023

Sent To _____
Street and _____
City, State _____
BREWSTER TOWN OF
2198 MAIN STREET
BREWSTER, MA 02631

7022 1670 0001 2979 6298

CAPE COD ENGINEERING, INC.

Robert M. Perry, P.E.

P.O. Box 1517

East Dennis, MA 02641

Tel 508-385-1445 / Fax 508-385-1446

bobperry@capecod.net

April 13, 2023

Town of Brewster
Selectmen Board
2198 Main Street
Brewster, MA 02631
Att: Conor Kenny

**RE: Private Use of Ellis Landing for Construction Access – 35 Captain Dunbar –
DEP SE 9-1942**

To the Select Board,

Attached please find application materials for construction access utilizing Ellis Landing for activities currently being organized with Anchor Marine, Inc for the time-period 4/25/23 through 4/28/23. A valid Order of Conditions is on record for the work and start-up arrangements are being made with The Conservation Dept. e.g. sieve tests and photography.

Anchor Marine is the contractor for performing the work for all participants. Christine Norgeot, who would typically handle the correspondence for Anchor Marine is on vacation. **Cape Cod Engineering, Inc** has a long-term professional relationship with Anchor Marine, Inc. so we are providing this correspondence to assure the Board of Selectmen that we are working with Anchor Marine, Inc. on behalf of the owner of 35 Capt. Dunbar Rd. All arrangements have been made to be included in the sand work.

It is our understanding Anchor Marine has provided the bond, the application fee and other information relative to the physical use of the lot. On behalf of the owner Louise Wilson, we are providing a site map and access route, an abutter list and abutter notification letter, and a work description.

Thank you for your assistance. Please contact me directly should you need further information or have questions.

Sincerely,
Cape Cod Engineering, Inc.

Robert M. Perry





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: April 25, 2023 - April 28, 2023
- Estimated duration of work: one to two days allowing for tides and associated nearby jobs
- 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. Anchor Marine is the contractor and has already provided this information about vehicle specifics. Sand volume shall be placed using a front end loader and spooned to the location via excavator

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 Commerce Park, So. Chatham, MA 02659

Property Information

- Address of property where work is to be performed: 35 Capt. Dunbar Road
- Property owner(s): Louise Wilson
- Phone number of owner(s): [REDACTED]
- Email of owner(s): [REDACTED]

- Conservation Permit Number for work: SE 9-1942
 - 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)
-

CAPE COD ENGINEERING, INC.

Robert M. Perry, P.E.

P.O. Box 1517

East Dennis, MA 02641

Tel 508-385-1445 / Fax 508-385-1446

hobperry@capecod.net

April 12, 2023

ABUTTER NOTICE

RE: 35 Captain Dunbar, Brewster – DEP SE 9-1942 – Private Use of Ellis Landing for Beach Nourishment at 35 Captain Dunbar, Map 91 Parcel 38

The application for sediment nourishment at 35 Capt. Dunbar Rd. is being added to the currently in-progress application for two the addresses at 51 and 41 Capt. Dunbar, on the same beachfront.

This is to provide notification to you regarding the intent of Louise Wilson, owner of 35 Captain Dunbar Road, and her contractor, *Anchor Marine* to utilize the Ellis Landing parking lot as an access point for over-sand travel to 35 Captain Dunbar Road for purposes of beach nourishment.

An application has been filed with the Brewster Select Board for the necessary authorization to use the municipal property for this purpose.

The activity is anticipated to occur between the dates: April 25 through April 28, 2023

The Brewster Select Board meeting is scheduled for Monday 4/24/23 at the Brewster Town Hall, 2198 Main Street, Brewster. For further information please contact the Brewster Town Offices at 508-896-3701.

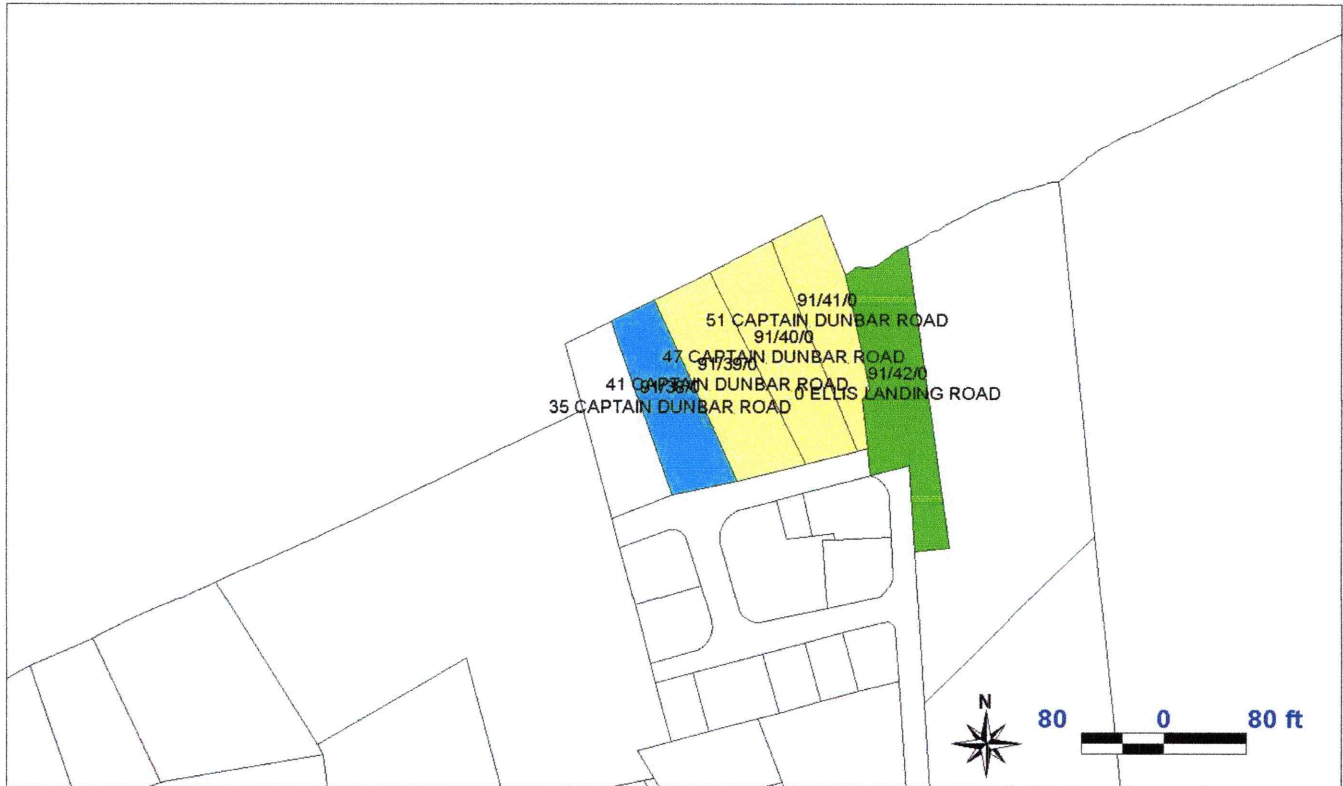
Sincerely,
Cape Cod Engineering, Inc.

Robert M. Perry



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

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
818	91-38-0-R (7-13)	WILSON LOUISE	35 CAPTAIN DUNBAR ROAD	342 8TH 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	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
822	91-42-0-E (7-16-1)	BREWSTER TOWN OF	0 ELLIS LANDING ROAD	2198 MAIN STREET	BREWSTER	MA	02631

WORK DESCRIPTION FOR BEACH SEDIMENT REPLENISHMENT FOR 35 CAPT. DUNBAR ROAD

Date of activity - April 25 to April 28 - tide -dependent

Sediment shall be delivered to Ellis Landing parking lot supervised by Anchor Marine, Inc. , the job contractor. Sand delivered and dumped at the juncture with the slope to the beach shall be laded to the deposit areas using a rubber-tire front end loader. The deposit area is the location on the water side of the stone revetment. This activity will be repetitive until the given volume has been reached, approx. 65 c.y. total for 35 Capt. Dunbar Rd. The loader shall depart and a track excavator will access the beach. The purpose of the excavator is to specifically place the sand where needed. A volume of sand shall remain on the beach at that location and a secondary volume shall be spooned onto the upper tier above the revetment where over-wash scour has caused for a depression. The excavator shall work from west to east and will be placed on a trailer prior to the edge of the parking lot pavement to eliminate any scratches to the pavement.

The photo on the next page shows the access and route to the site.



Site Access Map - Sand supply route from Ellis Landing to 35 Capt. Dunbar Road. Staging within Ellis Landing parking lot will be per agreement with Anchor Marine, Inc. and the Town of Brewster.



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 24, 2023

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 & 257 Crocker Lane 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, Tuesday April 25, 2023, to sunset, Friday, April 28, 2023** for supplying approximately 20 cubic yards of sand to the property. Access shall be allowed for one tracked 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 the 20 cubic yards of sand, to be stored on the Town's property. Equipment must be stored behind sawhorses to discourage unauthorized access or vandalism, and SumCo Eco-Contracting, LLC must ensure the protection of the pavement from the vehicle tracks. The Town warrants no protection or safety for unsupervised equipment or materials stored on Town property. The Town representative may require modifications relating to project activities/staging, including necessary steps to protect the landing during use. If so, said conditions will be provided at the time of the required, pre-work on-site meeting.
4. You are required to maintain access for shell fishermen/pick-up trucks to service their shellfish grants at 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 needs to take place before work commences).

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

Sincerely,

Conor Kenny

Conor Kenny
Project Manager

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

Access - Breakwater Beach Landing; Access is dashed line



- 268 Breakwater Rd. = Map # 4, Parcel 15 (Lieb)
- 217 Crocker Lane = Map # 69, Parcel 1 (Kerlin)
- ~~237 Crocker Lane = Map # 69, Parcel 2~~
- 257 Crocker Lane = Map # 69, Parcel 4 (Field)
- ~~267 Crocker Lane = Map # 69, Parcel 5~~



April 10, 2023

RE: Access Request Notification – Breakwater Beach Landing

To Whom It May Concern:

Please be advised that Sumco Eco-Contracting, LLC has been retained by Jane Field of 257 Crocker Lane to do sand nourishment on the seaward side of her property to recover the sand drift fence with sand. We have requested use of the Breakwater Beach Landing from the Town of Brewster to allow equipment access to the beach and the movement of sand to 257 Crocker Lane. We are required to notify you that a small tracked skid steer will be traversing the beach between the high tide and low tide lines in front of your property to deliver sand.

If you have any concerns or comments please contact the undersigned, or the Town of Brewster Conservation Commission. The MDEP File Reference Number for this project is SE9-1591. The proposed date to start the work is April 24, 2023. We will complete the work within a two day period.

We appreciate your review of this request and we thank you in advance for your consideration.

Yours truly,

David C Lager

David C. Lager

Abutters Along Access for 257 Crocker Lane

Map	Parcel	Address	Owner	Owner Address			
58	49	0 Crocker Lane	Lisa Labrecque, Privacy Preservation Trust	PO Box 322	Brewster	MA	02631
69	138	0 Crocker Lane	Lisa Labrecque, Privacy Preservation Trust	PO Box 322	Brewster	MA	02631
59	2	88 The Tides Ct	Thomas and Maria Gordon	15 Canterbury Lane	Westfield	NJ	07090
58	37	0 Breakwater	Town of Brewster				
58	44	115 The Tides Ct	David Lapidus Trustee; Fotoulia Nicole Lapidus Trustee	PO Box 1997	Bookline	MA	02446
59	1	90 The Tides Ct	Robert & Carol Porter	PO Box 111	Brewster	MA	02631
58	46	116 The Tides Ct	Mary Ellen Olson	12 Chapel Lane	Riverside	CT	06878
69	2	237 Crocker Lane	Philip Davies	170 Cranebrook Dr.	Holden	MA	01520
69	1	217 Crocker Lane	William Kerlin	715 Rosewood Lane 1840 Wisteria St.	York Sarasota	PA FL	17403-5917 34239

Endurance Assurance Corporation
License or Permit Bond

Bond #: EACX4023922

Know all men by these presents:

That we, the undersigned Sumco Eco-Contracting, LLC as Principal (hereinafter, the "Principal") and Endurance Assurance Corporation, 12890 Lebanon Road, Mount Juliet, TN 37122-2870, a Delaware corporation authorized to transact business in the State of Massachusetts (hereinafter the "Surety"), are held and firmly bound unto the Town of Brewster, MA (hereinafter the "Obligee"), in penal sum of the Twenty Thousand and 00/100 dollars \$ 20,000.00, for the payment of which sum the Principal and Surety bind themselves, their executors, administrators, successors and assigns, firmly by these presents.

The condition of this obligation is such that:

The Principal has made application for a License or Permit to the Obligee for the purposes of, or to exercise the vocation of Breakwater Landing, Brewster, MA - Sand Delivery Asphalt Paved Parking Area.

Now, therefore, if the Principal shall faithfully perform the duties and comply with all laws, ordinances, rules and regulations which have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the Obligee from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said License or Permit to the Principal, then this obligation shall be void, otherwise, to remain in full force and effect.

THIS BOND IS OF INDEFINITE TERM EFFECTIVE 24th day of August, 2022

THIS BOND IS OF DEFINITE TERM BEGINNING ___ day of _____, ___
AND ENDING ___ day of _____, _____.

but may be extended by a continuation certificate signed by the Surety. The Surety may at any time terminate its liability by giving thirty (30) days written notice to the Obligee, and the Surety shall not be liable for any default after such thirty (30) day notice period, except for defaults occurring prior thereto.

Signed, sealed and dated this 24th day of August, 2022.

Principal: Sumco Eco-Contracting, LLC

By: _____
Name & Title:

Surety: Endurance Assurance Corporation

By: 
Name: Danielle M. Wilga, Attorney-In-Fact
(Attorney-in-Fact)

(SEAL)



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Thomas P Durkin, Danielle M Wilga as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they, in his/their capacity of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the laws of each Company.

By: Amy Taylor, Notary Public

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L SIMS, CHRISTOPHER L SPARRO, MARIANNE L WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of June, 2019.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website- https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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-_____) - Order of Conditions recorded at the Registry of Deeds or
Land Court, Barnstable County on _____.

Location of project - Street _____ Assessor's Map _____ Parcel _____

I, _____(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 _____.
(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 _____

Signature of Contractor _____ *David C Lager*

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.

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-_____) - Order of Conditions recorded at the Registry of Deeds or
Land Court, Barnstable County on _____.

Location of project - Street _____ Assessor's Map _____ Parcel _____

I, _____(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 _____.
(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 _____

Signature of Contractor _____ *David C Lager*

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.

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

April 8, 2022

(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 12/10/13

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

I, David Lager - 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 s_a_n_d_n_o_u_r_i_s_h_m_e_n_t
(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 781-789-2382

Signature of Contractor David C Lager

Signature of Owner [Signature] This form shall serve as proof that I, the
owner of the above referred property, have read and understand the terms of this Order of Conditions, and
am responsible for an 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.



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 24-April 28, 2023**
- Estimated duration of work: **5 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: **SumCo Eco-Contracting, LLC**
- Phone number for contractor(s): **office 978-744-1515 Cell (Dave Lager) 781-789-2382**
- Email for contractor(s): **dlager@sumcoeco.com** (Dave Lager)
- Address of contractor(s): **2 Centennial Drive, Peabody, MA 01960**

Property Information

- Address of property where work is to be performed: 268 Breakwater, 257 Crocker Lane, Brewster
- Property owner(s): **James Lieb, Jane Field**
- Phone number of owner(s): _____
- Email of owner(s): _____
- Conservation Permit Number for work: **SE 9-1582, SE 9-1591**
 - 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
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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 20 yards of sand to nourish the two properties covered by this request form. The sand would be delivered to the Breakwater Beach Parking area and then moved by skid steer to the two properties. The work would take 1-2 days.



Brewster Conservation Trust – Town of Brewster
Community Garden

This License Agreement is entered into this ___ day of _____, 2023, by and between the Town of Brewster, a Massachusetts municipal corporation acting by and through its Select Board, with an address located at 2198 Main St., Brewster, MA 02631 (the “Town”), and the Brewster Conservation Trust (BCT), a Massachusetts non-profit organization acting by and through its Board of Trustees with an address located at 36 Red Top Rd, Brewster, MA 02631 (the “BCT”).

WHEREAS, the BCT owns property received by donation from Ruth and Mary-Louise Eddy located at 0 Lower Road (Map 57, Parcel 59) recorded with the Barnstable County Registry of Deeds in Book 4320 Page 117 (the “Property”); and

WHEREAS, the Town, through the Council on Aging requested to establish a Brewster Community Garden on the Property in 1985;

WHEREAS, the Town and BCT have successfully partnered to provide this amenity on a designated portion of the Property since 1985 and seek to continue that partnership;

WHEREAS, BCT maintains and utilizes the remainder of the property for conservation and limited activities such as habitat protection; public use for passive recreation (trails); outdoor education; private non-profit group events; and demonstration projects;

NOW, THEREFORE, the Town and BCT agree as follows:

1. In consideration of BCT’s permission and license to the Town for use, operation and maintenance of designated portions of the Property as a Community Garden, with appurtenant access, parking and composting by Town staff and members of the community garden, in accordance with the terms of this agreement, the Town agrees and acknowledges that, to the extent permitted by law, BCT will bear no responsibility, expense or liability for such use, operation and maintenance.
2. The areas of the Community Garden, including access, parking, and composting, and the activities permitted thereon are limited to the footprints currently established and demarcated, as identified in Appendix A. Those areas will not be enlarged without BCT’s consent.
3. The Town, in conjunction with and through designated Garden Manager(s), will adopt and enforce reasonable rules and regulations regarding allotment of gardening spaces, access, operation, maintenance, and observance by users of the requirements of this agreement.

4. The Town will be responsible for maintaining the fence surrounding the garden. No additional structures will be permitted on the property without prior permission from BCT.
5. The Town will provide and maintain water service to the Property as required for operation of the Community Garden, including any necessary water valves and pipes.
6. Due to increased traffic on the property from operation of the Community Garden, the Town will assist in the maintenance of the unpaved driveway/entrance, including but not limited to grading and filling potholes as needed.
7. Establishment of a compost pile will be permitted in the currently designated area. Non-compostable material (example: plastic plant containers) should not be put in the compost pile. To reduce the probability of pests, the Town will remove the compost pile on an annual basis by October 31.
8. Use of herbicides and pesticides is prohibited. Additionally, no live trapping of pests is allowed.
9. BCT and the Town shall communicate and cooperate with each other concerning the planning of events and group activities on the Property so as to minimize scheduling conflicts.
10. BCT's present intention is to erect and maintain an outdoor classroom pavilion and benches adjacent to the Community Garden for BCT's use in educational programs. If these improvements are permitted, and installed, members of the Community Garden will be permitted to use them for meetings and shade as long as such uses do not interfere with BCT activities.
11. Notwithstanding the foregoing paragraph, or anything else in this Agreement, BCT acknowledges that certain discretionary permits, licenses and approvals may be required to erect and maintain an outdoor classroom pavilion and benches and it agrees that nothing herein shall be deemed to waive BCT's obligations to apply for, obtain and comply with all such permits, approvals and conditions governing that project, and the Town does not hereby promise or guarantee that any such permits, licenses or approvals will be granted. BCT further acknowledges and agrees that, to the extent that it is required to obtain such licenses, permits and approvals from Town officials, boards and/or committees, BCT shall receive no preferential treatment as a result of this Agreement.
12. Upon notice to the Town, BCT will be permitted access to the Community Garden to address issues and/or concerns that may arise within the garden area and/or to support the proper maintenance of the property in its entirety.
13. The Town will provide a Certificate of Insurance, naming BCT and covering all activities to occur within and appurtenant to the Community Garden.

14. This License shall commence on May 1, 2023 and expire on June 30, 2033 unless sooner terminated under the provisions hereof.
15. This Agreement shall be revocable by either the Town or BCT upon written notice no less than one (1) year in advance of such revocation.
16. This License shall not be construed as creating or vesting in the Town any estate in the Property, but only the limited right of use as hereinabove stated.
17. This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Brewster Select Board

Brewster Conservation Trust, for the Board
of Trustees

President

Appendix A

Brewster Community Garden Map



BREWSTER CONSERVATION TRUST
Box 268, Brewster, MA 02631

April 1, 1985

Mrs. Jean Sears
Brewster Council on Aging
P. O. Box 683
Brewster, MA 02631

Re: Use of Lower Road property by Council on Aging for a community garden.

Dear Mrs. Sears:

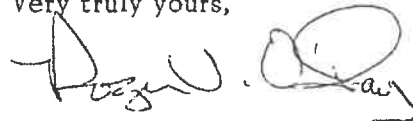
The Brewster Conservation Trust (BCT) is pleased that you have requested permission to use a portion of the BCT property on Lower Road as a community garden and we are happy to permit this use. We understand that the Council on Aging intends to operate a community garden on the property and will oversee operation and administration of the project.

The BCT is pleased to permit this use of its property on the following conditions:

1. BCT will not be required to bear any responsibility or expense for the project.
2. Council on Aging adopt reasonable rules and regulations regarding operation etc. which could be similar to those used for community gardens in adjacent Towns.
3. Only the present entrance through the hedge is to be used and the portion of the field to be used is to the East (or left) of the entrance.
4. Parking to be off Lower Road to the West (or right) of the entrance.
5. Room to be left for mowing equipment to enter the field.
6. No structures other than fences allowed.
7. BCT checked with its insurance company and, since the use is changing from conservation to farming, the Council on Aging should have BCT named as an additional insured on the Town's insurance policy. A Certificate of Insurance showing this change should be obtained and forwarded to me.

The BCT is pleased to allow use of a portion of its Lower Road property this season and we hope that your efforts are successful so that the community garden can be an ongoing source of enjoyment for your members.

Very truly yours,



Roger V. O'Day
Vice President
Brewster Conservation Trust

cc: Miss Mary-Louise Eddy, President
Brewster Conservation Trust.



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.

Residents Invited to Apply to Serve on New Drummer Boy Park Advisory Committee

Following the vote at Special Town Meeting on March 6, 2023, the Select Board recently approved a charge for the newly reconstituted Drummer Boy Park Advisory Committee. This ad hoc committee is charged with reviewing and re-evaluating the 2021 Drummer Boy Park Master Plan. The committee will solicit resident feedback and will deliver a report to the May 2024 Annual Town Meeting.

The committee will consist of seven (7) members to be appointed by the Select Board in consultation with the Moderator, including: 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. Additional information about this committee can be found [here](#). The 2021 Master Plan can be found [here](#).

Residents who are interested in serving on this committee are invited to submit a completed application to Erika Mawn at emawn@brewster-ma.gov by May 2, 2023. [Click here for application materials](#).



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

Office of:
Select Board and
Town Administrator

SELECT BOARD LIAISON POLICY

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

A. PURPOSE. Brewster Select Board members act as liaisons to Town boards, committees, and commissions to facilitate effective communication between those groups, the Select Board, and Town administration.


B. LIAISON ROLE. A Select Board Liaison will:

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


C. APPOINTMENTS.

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

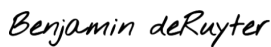
Approved by the Brewster Select Board July 6, 2020




Mary Chaffee, Chair




Cynthia Bingham, Clerk



Benjamin deRuyter, Vice Chair



David Whitney



Edward Chatelain



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

Office of:
Select Board and
Town Administrator

BREWSTER SELECT BOARD POLICY #6

SELECT BOARD APPOINTMENTS TO TOWN COMMITTEES

Date Adopted: 11 / 01 / 2021

A. DEFINITIONS

1. **Ad hoc committee:** A committee formed for a limited period of time for a specific and temporary purpose.
2. **Advisory committee:** A committee that acts only in an advisory capacity to the Select Board with no authority to bind the Select Board, e.g., the Bikeways and Human Services Committees.
3. **Alternate member:** A committee member appointed to sit on the committee in the case of an absence, inability to act, or conflict of interest on the part of a regular member or in the event of a vacancy (Town Charter 5-3-1).
4. **Appointed committee:** A committee in which the members are appointed rather than elected.
5. **Committee:** Any multiple-member public body, including boards and commissions.
6. **Elected committee:** A committee in which the members are elected by town voters.
7. **Public body:** All multiple member committees, boards, and commissions, elected or appointed, or otherwise authorized under state law, town charter, or as appropriate, by the Select Board, to serve a public purpose.
8. **Regulatory committee:** A committee with financial or regulatory authority granted by state law and/or town charter, e.g., the board of health, planning board, and school committee.
9. **Standing committee:** A permanent committee.

B. PURPOSE

1. **Appointing authority.** The Select Board is the appointing authority for all non-elected, multiple member committee positions. It appoints jointly with a second public body for certain elected committee vacancies (covered by a separate policy, number 6A, dated November 1, 2021). The Select Board may create and make appointments to ad hoc and advisory committees as it deems necessary. The Town Moderator is the appointing authority for certain committee positions not covered by this policy. (See Appendix A).
2. **Appointment process.** This policy describes the process used by the Select Board to appoint volunteers to Town committees, boards, and commissions where members are not elected.
3. **Resident involvement.** The Town encourages resident involvement in decision-making through participation on committees and relies on qualified volunteers

playing active committee roles.

4. **Appointment process goals.** The members of a committee should be selected so as to provide the strongest possible group for the handling of any task that may arise within the province of that committee. The Select Board seeks to appoint qualified Brewster residents who are broadly representative of the demographics and experiences of residents in Town and whose skill set matches the particular committee's needs. The Select Board aims to have balanced and diverse representation on committees wherever feasible.
5. **Town employees and non-Brewster voters.** Town of Brewster employees may be appointed to a committee at the appointing authority's discretion, subject to the Conflict of Interest law and any other general or special laws. Non-Brewster voters may be appointed to certain ad hoc and advisory committees. The Select Board will explicitly identify opportunities for non-Brewster voters to seek appointment to such committees. Town employees and non-Brewster voters appointed to serve on such committees will be full voting members unless otherwise outlined in the committee charge.

C. SELECTION CRITERIA

1. The applicant is registered to vote in Brewster, with certain exceptions for appointed ad hoc and advisory committees, as discussed above.
2. Successful applicants will demonstrate:
 - a. Broad perspective and concern for Brewster's welfare and progress;
 - b. Familiarity with Brewster's issues, government processes, and plans, including without limitation the Vision Plan;
 - c. Interest in duties and responsibilities of the committee, board, or commission under consideration;
 - d. Willingness to devote time and effort toward the committee's work;
 - e. Basic awareness and understanding of pertinent laws, bylaws, regulations, and policies;
 - f. Relevant professional and/or personal experience/expertise;
 - g. Effective teamwork and communication skills; and
 - h. Commitment to carrying out the duties of the committee in the best interest of the Town according to applicable law and regulations and not to advance or create the appearance of advancing a personal agenda.
3. Under the Town Charter, no person who has been recalled from an office or who has resigned from office following the filing of a recall petition shall be appointed to any Town office within 2 years after such recall or such resignation (Charter 2-12-1-G).

D. REMOVAL BY SELECT BOARD FROM APPOINTED POSITION

1. Under the Town Charter, any person appointed to a multiple member committee by the Select Board may be removed by the Select Board following written notice and the opportunity for a public hearing (Charter 5-1-1-B).

E. PROCESS FOR SELECT BOARD APPOINTMENTS TO NON-ELECTED COMMITTEES (See chart that follows)

1. **Advertising** (*Responsibility: Town Administration*)
 - a. Vacancy notices are posted with guidance on how to apply.

2. **Application Initial Review** (*Responsibility: Town Administration*)
 - a. Applicant submits application (see Appendix B) and other materials to Town Administrator's office.
 - b. Upon receipt, staff reviews application for completeness and, if satisfied that the application is complete, forwards the application to the Town Clerk.
3. **Eligibility Confirmation** (*Responsibility: Town Clerk*)
 - a. The Town Clerk notes the applicant's voting status on the "Committee Application Screening and Action Form" and returns the form to Town Administration, who then forwards the application materials to the Select Board Liaison.
4. **Screening and Recommendation** (*Responsibility: Select Board Liaison*)
 - a. The Select Board Liaison assigned to the committee on which a vacancy has occurred conducts applicant screening, and then submits their recommendation to Town Administration staff, using "Select Board Committee Application Screening Form" (See Appendix C). Screening activities include reviewing application materials, interviewing applicant, and conferring with the committee chair.
5. **Notice of Proposed Appointment (Meeting #1)** (*Responsibility: Town Administration*)
 - a. For applicants recommended for appointment by the Select Board Liaison, the "Select Board Committee Application Screening Form" with the Liaison's recommendation and application materials are published in a Select Board meeting packet at least one week prior to the meeting at which a vote on the appointment will be held.
6. **Select Board Vote (Meeting #2)** (*Responsibility: Select Board*)
 - a. The recommended appointment is placed on Select Board meeting agenda, including the name of the candidate, if known.
 - b. The Select Board deliberates on the recommended appointment and votes.
 - c. A simple majority vote is required to confirm or reject the appointment.
7. **Notification of Decision** (*Responsibility: Town Administration*)
 - a. Town Administration then notifies the applicant of the Select Board's decision:
 - i. If appointed, Town Administration notifies the applicant of their appointment and directs the appointee to be sworn in by Town Clerk before participating in a public meeting. The appointment certification form is forwarded by Town Administration to the appointee and the Town Clerk, along with the required Certification of Compliance with any applicable laws, including without limitation the Open Meeting Law, Public Records Law, and Conflict of Interest Law.
 - ii. If the applicant is not appointed, Town Administration notifies the

applicant; other vacancies may be considered and the application can be kept on file.

F. APPOINTMENTS TO AD HOC COMMITTEES (*Responsibility: Town Administration and Select Board*)

1. The Select Board may request the Town Administrator perform screening and make recommendations to the Select Board for appointments to ad hoc committees.
2. The same application form is used as with standing committee applications and the same two meeting publication processes will be used (though no Select Board Liaison recommendation occurs).
3. For ad hoc committees, Town Administration will evaluate applications and forward recommendations to the Select Board for deliberation and vote at a public meeting.
4. The Select Board will clearly identify opportunities that non-Brewster voters are eligible to apply for.

G. RE-APPOINTMENT TO COMMITTEE (*Responsibility: Town Administration and Select Board*)

1. Committee members whose terms are expiring should notify Town Administration, by email or in writing, if they wish to be re-appointed no later than 30 days before the end of their term.
2. For members wishing to be re-appointed, Town Administration will notify the Select Board Liaison to the Committee and the Committee Chair.
3. The Select Board Liaison will consult with the Committee Chair and inform Town Administration of a recommendation for re-appointment.
4. If a committee member is recommended for re-appointment:
 - i. Meeting #1: Town Administration will publish member's request for re-appointment and re-appointment recommendation by the Select Board Liaison in a Select Board packet at least one week prior to the meeting at which a vote on re-appointment will be held.
 - ii. Meeting #2: The recommendation for re-appointment will be placed on the Select Board meeting agenda, including the member's name. The member's request for re-appointment and the Select Board Liaison's recommendation for re-appointment will be published in Select Board meeting packet.
 - iii. A simple majority vote is required to confirm or reject the re-appointment.
5. If a member does not wish to be re-appointed, a vacancy will be added to the Town-maintained committee vacancy list.

H. APPOINTMENTS TO COMMITTEES COMPRISED OF OTHER COMMITTEE MEMBERS (*Responsibility: Town Administration and Select Board*)

1. Certain Town Committees are formed of members representing other Town committees and departments, e.g., the Water Quality Review Board and the Brewster Affordable Housing Trust.
2. The Select Board makes appointments to these committees based on the recommendation of the contributing committee and/or applicable Town bylaws or charter provisions.

Approved by the Brewster Select Board on:

CABingham

Cynthia Bingham, Chair

David Whitney

David Whitney, Vice Chair

Edward B Chatelain

Edward Chatelain, Clerk

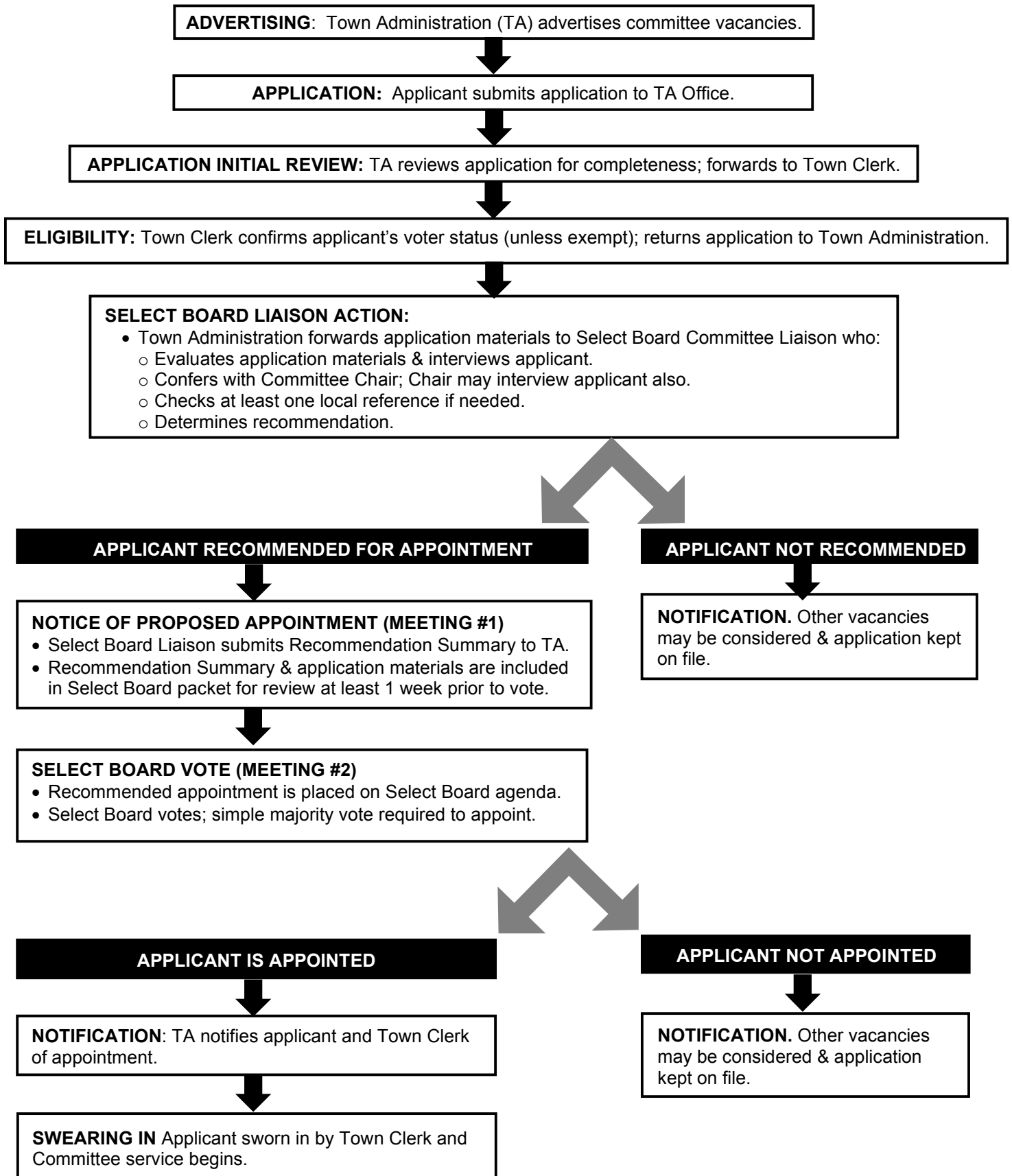
Mary Chaffee

Mary Chaffee

Kari S. Hoffmann

Kari Hoffmann

FLOWCHART: SELECT BOARD APPOINTMENT PROCESS FOR NON-ELECTED COMMITTEE VACANCIES



**Appendix A
Town of Brewster Committee Appointing Authorities**

APPOINTING AUTHORITY	RESPONSIBLE FOR APPOINTMENTS TO:
Select Board	<ul style="list-style-type: none"> • All multiple member non-elected committees* • Ad hoc committees* • Town Moderator vacancy • Town Constable vacancy • Old Kings Highway Historic District Committee – 1 seat (under charter) • Housing Authority – 2 seats (state law)
Select Board and Second Board with Joint Authority (see separate policy)	<p>Vacancies on elected public bodies:</p> <ul style="list-style-type: none"> • Board of Health • Housing Authority • Brewster School Committee • Nauset Regional School Committee - Brewster seats • Old Kings Highway Historic District Committee • Planning Board • Recreation Committee
Town Moderator	<ul style="list-style-type: none"> • Finance Committee (all seats) • Audit Committee (1 seat) • Deputy Town Moderator • Cape Cod Technical High School Committee Brewster representatives in accordance with regional school district agreement
Finance Committee	<ul style="list-style-type: none"> • Audit Committee (2 seats)

*Appointments managed under this Select Board policy.

Appendix B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

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

1. **Applicant name:**

2. **Address:**

3. **Phone Numbers:** Home: _____ Cell: _____

4. **Email:**

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

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

7. **Years you've lived in Brewster:**

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

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

- a.
- b.
- c.

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

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

11. OCCUPATION: Active Retired Not currently working

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

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

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

a. Organizations and dates:

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

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

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

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?(Does not automatically disqualify but may need to be disclosed)

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

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

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

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

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

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

Signature:

Date:

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

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

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

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

b. Select Board Liaison Consultation with Committee Chair:

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

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

d. Select Board Liaison Recommendation:

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

3. SELECT BOARD ACTION

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

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix D

1. Appointment Letter



Town of Brewster

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

Office of:
Select Board and
Town Administrator

[Date]

Dear _____,

Thank you for applying for appointment to a Town of Brewster Committee. I am pleased to inform you that on [date], you were appointed to:

Your term will end:

[*Term end date*]

Please contact the Town Clerk to arrange your swearing in, which must be done prior to your participation in a committee meeting.

Colette Williams, Town Clerk
2198 Main St., Brewster, MA 02631
Phone: (508) 896-4506
Email: townclerk@brewster-ma.gov

Thank you for your willingness to serve our community.

Sincerely,

Peter Lombardi
Town Administrator

2. Non-appointment Letter



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

Office of:
Select Board and
Town Administrator

[Date]

Dear [Applicant Name],

Thank you for applying for appointment on a Town of Brewster Committee. You were not selected for this appointment, however, we would like to retain your application. We would like to be able to consider you when a future committee vacancy opens that interests you, and for which your background and experience would be a good fit.

Volunteers make vital contributions to our community, and we appreciate your willingness to serve. If you have any questions about committee openings, please contact the Town Administrator's Office or visit the Town website to review openings.

Phone: (508) 896-3701

Email: townclerk@brewster-ma.gov

Committee Openings: <https://www.brewster-ma.gov/committee-openings>

Sincerely,

Peter Lombardi
Town Administrator

Art	Article Name	Pg.	Sponsor (Presenter)	~VOTES~			Required Vote	Time	Vote	Notes:
	a. 5 Year Strategic Plan			BOS	5-0-0	FINCOM	9-0-0			
	4. Fire									
	a. Software & Professional Services for Developing Operating Guidelines			BOS	5-0-0	FINCOM	9-0-0			
	5. Natural Resources									
	a. Stony Brook Mill RetainingWall & Fishway Improvments			BOS	5-0-0	FINCOM	9-0-0			
	b. Beach & Landing Repairs and Improvements			BOS	5-0-0	FINCOM	9-0-0			
	c. Wildfire Management			BOS	5-0-0	FINCOM	9-0-0			
	d. Walkers Pond			BOS	5-0-0	FINCOM	9-0-0			
	6. Brewster Elementary Schools									
	a. Combined Technology			BOS	5-0-0	FINCOM	9-0-0			
	b. Combined HVAC/Plumbing/Electrical Repairs			BOS	5-0-0	FINCOM	9-0-0			
	c. Eddy School Technology Infrastructure			BOS	5-0-0	FINCOM	9-0-0			
	d. Stony Brook Outdoor Classroom			BOS	5-0-0	FINCOM	9-0-0			
	e. Stony Brook Firewall			BOS	5-0-0	FINCOM	9-0-0			
	f. Combined Security			BOS	5-0-0	FINCOM	9-0-0			
	g. Maintenance Pick-Up Truck			BOS	5-0-0	FINCOM	9-0-0			
	h. Stony Brook Code Compliance (Asset Study)			BOS	5-0-0	FINCOM	9-0-0			
	7. Nauset Reg'l School District									
	a. NRHS Annual Capital Allocation			BOS	5-0-0	FINCOM	9-0-0			
	8. Public Works									
	a. MS4 Stormwater Compliance			BOS	5-0-0	FINCOM	9-0-0			
	b. Landfill Monitoring			BOS	5-0-0	FINCOM	9-0-0			
	c. Dog Park Repairs & Maintenance			BOS	5-0-0	FINCOM	9-0-0			
	9. Golf Department									
	a. Distribution Infrastructure			BOS	5-0-0	FINCOM	9-0-0			
	b. Buildigs & Treatment Facilities			BOS	5-0-0	FINCOM	9-0-0			
	c. Water Meter Replacement			BOS	5-0-0	FINCOM	9-0-0			
	d. Tanks Exterior Painting			BOS	5-0-0	FINCOM	9-0-0			
	e. Hydration Station Program			BOS	5-0-0	FINCOM	9-0-0			
	10. Cemetery									
	a. Cemetery Improvement			BOS	5-0-0	FINCOM	9-0-0			
	11. Brewster Ladies Library									
	a. IT & Telephone Equipment Upgrades			BOS	5-0-0	FINCOM	9-0-0			
11	Free Cash Appropriations a cap stab fund b short term debt	42	SB Ned Chatelain	BOS	5-0-0	FINCOM	9-0-0	Majority		
12	Special Revenue Fund - Cable Franchise Fee Acct	43	SB Kari Hoffmann	BOS	5-0-0	FINCOM	9-0-0	Majority		
13	Bylaw Amndmnt - Community Gardens & Wetlands Funds	43	SB Cindy Bingham	BOS	5-0-0	FINCOM	9-0-0	Majority		

Art	Article Name	Pg.	Sponsor (Presenter)		~VOTES~			Required Vote	Time	Vote	Notes:
14	Fire Union Collective Bargaining Agreement	45	SB	David Whitney	BOS		FINCOM		Majority		
15	Police Patrol Officer Collective Bargaining Agreement	45	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Majority		
16	Police Superior Union Collective Bargaining Agrmnt	46	SB	David Whitney	BOS	4-0-1	FINCOM	9-0-0	Majority		
17	Police Dispatcher Union Collective Bargaining Agrmt	46	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Majority		
18	Ladies Library Union Collective Bargaining Agmnt	46	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Majority		
19	SEIU Collective Bargaining Agmnt	47	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Majority		
20	OPEIU Collective Bargaining Agrmnt	47	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Majority		
21	Non-Union Personnel Wage Funding	48	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Majority		
22	Special Act: Transfer Care,Custody,&Control Wing Islnd	48	SB	David Whitney	BOS	5-0-0	FINCOM	9-0-0	Two-Thirds		
23	Bylaw Amndmnt - Bldg & Needs Assessment Committee	49	SB	Cindy Bingham	BOS	5-0-0	FINCOM	9-0-0	Majority		
24	New Bylaw-Prohibition on sale of miniature single use	49	SB	Mary Chaffee	BOS	5-0-0	FINCOM	7-1-0	Majority		
25	Citizens Petition-Prohibition on Plastic Food Containers	50	Citizen	Vic Roberts	BOS	1-2-2	FINCOM	2-6-1	Majority		
26	Citizens Petition-Town Mtg Apprvl Projects exceed 100,000	52	Citizen	John Depuy	BOS	0-5-0	FINCOM	1-6-1	Majority		
27	Citizens Petition-Conditions on SB Acceptance of Gifts	53	Citizen	John Depuy	BOS	0-5-0	FINCOM	1-7-1	Majority		
	Dissolve Town Meeting										
	DISSOLVED AT:										



Town of Brewster Council on Aging

**1673 MAIN STREET
BREWSTER, MA 02631**

PHONE: (508) 896-2737

FAX: (508) 896-7587

BCOA@TOWN.BREWSTER.MA.US

TO: Select Board
FROM: Sharon Tennstedt
Andrea Nevins
Co-Chairs, COA Advisory Board
DATE: February 23, 2023
RE: Composition of COA Advisory Board

We request change in the composition of the COA Advisory Board from 7 members to 9 members. Several years ago, Board membership was decreased from 9 members to the current 7 members because of difficulties filling vacant positions and the resulting problem with meeting quorums.

We now have expressed interest by 2-3 qualified residents to serve on the Board. More Board members would enhance our ability to support the efforts and activities of the COA, especially as we move into developing our next 5-year Age-Friendly Action Plan.

Thank you for consideration of this request.

cc: Elton Cutler, COA Director

**CODE OF THE TOWN OF BREWSTER, MASSACHUSETTS, v31 Updated
02-01-2011 / PART I ADMINISTRATIVE LEGISLATION / Chapter 15, COUNCIL ON
AGING**

Chapter 15, COUNCIL ON AGING

[HISTORY: Adopted 5-14-1974 Annual Town Meeting, Art. 91. Amendments noted where applicable.]

**CODE OF THE TOWN OF BREWSTER, MASSACHUSETTS, v31 Updated
02-01-2011 / PART I ADMINISTRATIVE LEGISLATION / Chapter 15, COUNCIL ON
AGING / § 15-1. Appointment of members; terms; compensation.**

§ 15-1. Appointment of members; terms; compensation.

The Selectmen shall appoint the members of the Council on Aging consisting of seven members. Three members shall be appointed for three years, two members for two years and two members for one year. Members may be appointed for concurrent terms. Members shall serve without pay.

**CODE OF THE TOWN OF BREWSTER, MASSACHUSETTS, v31 Updated
02-01-2011 / PART I ADMINISTRATIVE LEGISLATION / Chapter 15, COUNCIL ON
AGING / § 15-2. Filling of vacancies.**

§ 15-2. Filling of vacancies.

Whenever a vacancy shall occur in the membership of the Council, by reason of death, resignation, inability to act or for any other reason, the vacancy shall be filled by appointment by the Selectmen for the period of the unexpired term.

**CODE OF THE TOWN OF BREWSTER, MASSACHUSETTS, v31 Updated
02-01-2011 / PART I ADMINISTRATIVE LEGISLATION / Chapter 15, COUNCIL ON
AGING / § 15-3. Appointment of officers.**

§ 15-3. Appointment of officers.

The Council on Aging shall, as soon as possible after the members are appointed, and annually thereafter, at its first meeting after the Annual Town Meeting, elect from its membership a Chairman, a Vice Chairman, a Secretary and a Treasurer. Each officer shall hold office until the

next Annual Town Meeting. In the event that a vacancy occurs in any of these offices, the Council shall elect one of its members to fill the vacancy.

5/14/74

for the operating expenses of the Brewster Architectural Commission. (By request)

X

ARTICLE 91. To see if the Town will vote to create a Council on Aging, in accordance with the provisions of Chapter 40, Section 8-B of the General Laws, and to adopt the following By-Law relative to said Council:

Section 1. The Selectmen shall appoint the members of the Council on Aging consisting of seven (7) members. Three (3) members shall be appointed for three (3) years, two (2) members for two (2) years, and two (2) members for one (1) year. Members may be appointed for concurrent terms. Members shall serve without pay.

Section 2. Whenever a vacancy shall occur in the membership of the Council, by reason of death, resignation, inability to act, or for any other reason, the vacancy shall be filled by appointment by the Selectmen for the period of the unexpired term.

Section 3. The Council on Aging shall, as soon as possible after the members are appointed, and annually thereafter, at its first meeting after the Annual Town Meeting, elect from its membership a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. Each officer shall hold office until the next Annual Town Meeting. In the event that a vacancy occurs in any of these offices, the Council shall elect one of its members to fill the vacancy. (By request)

VOTED as printed above.

ARTICLE 92. To see if the Town will vote to raise and appropriate a sum of money for the use of the Council on Aging, and to act fully thereon. (By request)

VOTED that the Town raise and appropriate the sum of One Thousand (\$1,000.00) Dollars for the use of the Council on Aging, and to act fully thereon. (By request)

ARTICLE 93. To see if the Town will vote to raise and appropriate the sum of Five Hundred (\$500.00) Dollars to be added to the present Conservation Fund.

VOTED that the Town raise and appropriate the sum of Five Hundred (\$500.00) Dollars to be added to the present Conservation Fund.

Council on Aging

Chapter 396
of the Acts of 2022

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

In the One Hundred and Ninety-Second General Court

AN ACT ESTABLISHING A CHARTER FOR THE TOWN OF BREWSTER.

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

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

Brewster Town Charter

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

CHAPTER 1

POWERS OF THE TOWN

Section 1 Incorporation

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

Section 2 Scope of Town Powers

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

Section 3 Form of Government

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

Section 4 Construction of Charter

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

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

Section 5 Intergovernmental Relations

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

CHAPTER 2

TOWN MEETINGS AND ELECTIONS

Section 1. Legislative Power

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

Section 2. Open Town Meeting

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

Section 3. Warrant

2-3-1

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

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

2-3-2

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

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

Section 4. Citizen Petitions

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

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

Section 5. Quorum

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

Section 6. Presiding Officer

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

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

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

Section 7. Rules

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

Section 8. Clerk of the Meeting

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

Section 9. Report

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

Section 10. Elections

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

Section 11. Elected Officers

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

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

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

Section 12. Recall of Elected Officers

2-12-1 (a)

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

(b)

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

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

(b)

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

(c)

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

(d)

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

(e)

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

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

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

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

(f)

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

(g)

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

CHAPTER 3

THE SELECT BOARD

Section 1. Composition, Compensation and Vacancies

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

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

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

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

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

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

Section 2. General Powers and Responsibilities

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

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

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

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

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

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

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

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

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

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

Section 3. Written Records and Communication to the Town

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

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

Section 4. Powers of Appointment

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

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

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

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

Section 5. Investigatory Powers

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

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

Section 6. Limitations and Public Ceremonies

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

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

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

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

Section 7. Code of Conduct

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

CHAPTER 4

TOWN MANAGEMENT

Section 1 Town manager

4-1-1 .

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

4-1-2

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

4-1-3 Term and Removal

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

4-1-4

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

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

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

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

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

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

(D) coordinate activities of all town departments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4-1-5

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

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

Section 2. Town Counsel

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

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

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

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

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

4-3-3

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

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

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

CHAPTER 5

TOWN BOARDS/COMMISSIONS/COMMITTEES

Section 1. Appointed Boards and Committees

5-1-1

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

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

Section 2. Moderator Appointments

5-2-1

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

5-2-2

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

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

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

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

Section 3. Alternate Members of Certain Multiple-Member bodies

5-3-1

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

5-3-2 Alternate Members of Appointed Boards

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

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

Section 4. General Provisions Applicable to Multiple-Member Bodies

5-4-1

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

5-4-2

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

5-4-3 Resignation

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

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

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

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

5-5-1 Members of the Cape Cod Regional Technical High School District school committee shall be appointed or elected in accordance with the regional school district agreement as it may be amended from time to time.

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

CHAPTER 6

FINANCIAL PROVISIONS

Section 1 Budget Schedule

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

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

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

Section 2 Proposed Budget

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

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

Section 3 Budget Adoption

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

Section 4 Capital Planning

6-4-1

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

6-4-2

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

consistent with the regional or intermunicipal agreement establishing such entities.

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

6-4-3

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

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

6-4-4

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

Section 5. Annual Audit

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

CHAPTER 7

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

Section 1. By-laws

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

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

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

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

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

Section 2 Charter

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT FOLLOW ON PAGE 24

House of Representatives, January 3, 2023.

Passed to be enacted,

Paul J. Roscito, Speaker.

In Senate, January 4, 2023.

Passed to be enacted,

[Signature], President.

January 5, 2023.

Approved,

at 9 o'clock and 24 minutes, P. M.

Charles D. Bow
Governor.

Membership

Membership in CORD is open to anyone who supports the purpose of the organization. Members who pay dues are entitled discounted admission to CORD's events. CORD is a 501(c)(3) non-profit organization.

CORD Members Work on Systemic Advocacy Issues

Among many victories, CORD has helped to establish the CommonHealth insurance program, battled for the ADA, and has been in the forefront of campaigns for improved PCA services, accessible transportation, and establishment of the state's Home Modification program. CORD members regularly speak out for accessible and affordable housing, access to health care, and equal rights in education.



CORD has been aggressively working since 1984 to advance the independence, productivity, and integration of people with disabilities into mainstream society.

You may want to contact CORD if:

- You want to learn about educational rights of children with disabilities;
- You have a disability and need information on employment, benefits, housing, disability services and rights;
- You are an individual, a community agency, or a business in need of technical assistance regarding the ADA;
- You or a family member want to leave an institution, such as a nursing home, to pursue a more independent life.

CORD attempts to maintain a scent-free environment that is safe and comfortable for all. You are asked to refrain from wearing scented products when visiting the CORD office.

765 Attucks Lane
Hyannis, MA 02601
508-775-8300/1-800-541-0282
(both #'s V/TTY)
cordinfo@cilcapecod.org
www.cordcapecod.org

CORD is a 501(c)(3) non-profit organization and does not charge a fee for its services.

CORD welcomes donations to help fund its programs and advocacy efforts.

Mission Statement

The purpose of the organization is to advocate for the rights of people with disabilities and to promote a barrier-free environment for all. The organization shall also provide independent living services to people with disabilities.

CORD Mailing List and Dues

Please fill out and return the form below if you want to be on the CORD mailing list and/or would like to become a dues-paying member to provide support to CORD or go directly to www.cordcapecod.org to sign up. It's easy!

_____ Yes, I want to pay my annual Gold membership dues of more than \$20.

_____ Yes, I want to pay my annual Silver membership dues of \$20.

_____ Yes, I would like to be a Bronze member and this is what I am able to give \$ _____

_____ Please accept the enclosed donation.

_____ Please add me to the mailing list.

Name: _____

Address: _____

Phone: _____

Email: _____

Mail to: 765 Attucks Lane, Hyannis, MA 02601

CORD. 765 Attucks Lane, Hyannis, MA 02601. www.cordcapecod.org.

Individual Services from CORD:

CORD's Independent Living (IL) program works with people with any disability of any age and income and aims to empower the consumer. Services, which are consumer-controlled, include: Information and Referral, Independent Living Skills Training, Peer Support, Advocacy and Transition Services.

Community Services

CORD provides free presentations and technical assistance on disability rights and laws to businesses, organizations, and the general public.

Rape Prevention Education

CORD, in partnership with Independence House, is working to reduce sexual violence against people with disabilities by educating the community on making changes to facilities and policies.

This joint project is funded by a grant by the Department of Public Health.



ADRC

of Cape Cod & the Islands

CORD and Elder Services of Cape Cod and the Islands have joined together to form the ADRC of Cape Cod and the Islands, a "no wrong door" point of service for people with disabilities and elders.

Youth Services

Transition to Adulthood Program (TAP)

CORD's TAP works with students who are transitioning from Special Education to the community.

Work Readiness and Preparation (WRAP)

CORD's WRAP works with youths with disabilities to prepare them for work by providing workshops and internships.

Options Counseling

Options Counseling provides short-term decision support on long-term-care service options to people with disabilities over the age of 18 and to anyone over the age of 60. Options counseling is a service of the ADRC of Cape Cod and the Islands.

CORD

765 Attucks Lane, Hyannis, MA 02601
508-775-8300/1-800-541-0282 (both #'s V/TTY)
cordinfo@cilcapecod.org
www.cordcapecod.org

What is Independent Living?

Independent living is having control over your life. This means being able to choose and control the decisions and directions for your life to the greatest extent possible. People with disabilities have historically been denied the right and opportunity to make their own decisions.

What are Centers for Independent Living?

Centers for Independent Living (CIL's) are private, non-profit, consumer-controlled organizations that provide services and advocacy by and for people with all types of disabilities. The goal of a CIL is two-fold: to create opportunities for independence and to assist people with disabilities in achieving their maximum level of independence. CORD is the CIL serving Cape Cod and the Islands.

Silent call procedure

If you're unable to communicate your emergency for any reason, you can indicate your need for help by pressing digits on your telephone's keypad.

If you're unable to communicate your emergency for any reason, you can indicate your need for help by pressing digits on your telephone's keypad.

Silent call procedure

The Silent Call Procedure

If you need to call 9-1-1 and you are unable to speak for any reason, once the call is answered:

Press

#1

If you need police



#2

If you need fire



#3

If you need an ambulance



If the 9-1-1 dispatcher asks questions, press

#4

For YES



#5

For NO



Source: MA State 911 Department and the Executive Office of Public Safety and Security

www.mass.gov/e911

Once you've dialed 9-1-1 and an operator has answered, you can press:

- 1 if you need police
- 2 if you need fire services
- 3 if you need an ambulance

If you're asked a question during the call, you can press:

- 4 to respond yes
- 5 to respond no

Say what?!

Language can empower people. Language can oppress people.
When speaking of people with disabilities, put the person first.
A disability is just one part of a person's life.

Don't say...

Retard, retarded

Blind person

Handicapped

Epileptic

Crippled or lame

Mute

Fit

Crazy, nuts

Wheelchair bound

Special needs

Say this instead...

Person with an intellectual or cognitive disability

Person who is blind or has a visual impairment

Person with a disability

Person with epilepsy or a seizure disorder

Person with a physical disability

Unable to speak

Seizure

Person with a mental illness or psychiatric disability

Person who uses a wheelchair or is a wheelchair user

Disability—Special needs is used to describe children receiving special education, not adults.

Say it ain't so!

Are you still using insulting, outdated or pitying terms?

"That's retarded!"

"He's handicapped."

"Spaz!"

"Don't be mental."

"You're an inspiration."

"You're nuts!"

"Deaf as a doorknob."

"She's so brave."

"Confined to a wheelchair."

"Blind as a bat."

"Afflicted"

"Suffers from"

"I feel sorry for people like that."

"What are you, deaf?"

"What's wrong with your kid?"

"Wheelchair bound"

"Drives me crazy!"

"Retard!"

"Crippled"

"He's not normal."

"Are you blind?"

"Lame"

"Slow"

Cape Organization for Rights of the Disabled (CORD)
765 Attucks Lane
Hyannis, MA 02601
508-775-8300/800-541-0282 (both numbers v/tty)
www.cilcapecod.org

***Report of the
AGRICULTURE COMMISSION***

The Agricultural Commission, established in 2005, serves the agricultural interests of Brewster:

- Farming in all its branches, the cultivation and tillage of the soil
- Dairying
- Production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural or horticultural commodities
- Growing/harvesting of forest products on forest land, lumbering
- Raising livestock, including horses
- Keeping horses as a commercial enterprise
- Keeping, raising poultry, swine, cattle, ruminants, camelids, other domesticated animals for food, Ag purposes, bees, fur animals.

FEDERAL:

The Natural Resources Conservation Services: provides technical and financial help to agricultural land owners to plan and implement conservation practices that benefit target species. It has funding to help protect and restore wetlands and buy Agricultural Land Easements.

STATE:

Mass Dept. of Agriculture (Ag) Resources (MDAR): Works to ensure the long-term viability of agriculture: Ag Conservation & Tech Assistance, Ag Markets, Animal Health, Crop and Pest Services to support, regulate, enhance the rich diversity of agriculture and promote economically, environmentally sound food safety, animal health, energy conservation and production. \$28.5 Million will be available for FY24 Food Security Infrastructure Grants and \$7 Million for Local Food Purchase Assistance Cooperative Agreement Grants.

MassGrownWellness (MGW): is a new program to address the mental health and wellness needs of those within the Mass agricultural community. The program specifically targets issues directly impacting farmers such as financial difficulties, depression, and others.

FY2023 Climate Smart Agricultural Program (CSAP) AgEnergy Grant Awards: Twenty-three grants totaling \$750,000 were selected for awards as part of MDAR's FY2023 CSAP AgEnergy section. The projects included solar power, maple syrup efficiency projects, dairy and farmstand energy efficiency measures, LED lighting upgrades, greenhouse thermal curtain installation and all-electric refrigeration vehicles.

The MassGrown Exchange: Connects buyers with fruit and vegetable farms, flower growers, fisheries, food suppliers, and more. Mass schools are set to receive \$3.5 million dollars to spend exclusively on local, unprocessed, or lightly processed foods. This one-time USDA funding will be available to schools beginning in the spring of 2023 and schools will have 18 months to spend the funds, a great opportunity for MA producers.

Agricultural Preservation Restrictions (APRs): This Program, one of the oldest and most active farmland preservation programs in the country, preserves agricultural land by offering to pay farmland owners the difference between the "fair market value" and the "agricultural value" of their farms in exchange for a permanent deed restriction, protecting future Ag viability.

Massachusetts Animal Fund: addresses animal homelessness, spaying and neutering, and training of Animal Control Officers. Collecting over \$3.8M since 2014 to provide assistance to local animals in need, the no-cost spay/neuter and vaccination program has reached over 16,000 homeless cats and dogs and animals owned by low-income residents. One out of every six of the animals assisted needed urgent services for life-threatening medical conditions or relinquishment prevention so that they could stay with their families.

Highly Pathogenic Avian Influenza (HPAI): HPAI has been detected in wild birds in Mass. All domestic poultry in Mass may be at risk. For information call **617-626-1795**.

Protect Your Horse Against Mosquito-borne Disease: Eastern Equine Encephalitis (EEE) and West Nile Virus (WNV) spread by mosquitos, can cause fatal neurologic disease in horses. Mass is currently dealing with an unprecedented level of EEE in mosquitos. MDAR is partnering with veterinarians to offer discounted EEE/WNV vaccinations for owners with financial need.

Apiary Updates: Mass has a large, diverse beekeeping industry, with 4-5,000 beekeepers managing 40-45,000 hives. Over 45% of agricultural commodities in Mass rely on bees for crop pollination. Check out the 2023 state Apiary and beekeeping workshops at **mass.gov/agr**.

State Agricultural Officials Urge Residents to Check Plants for Spotted Lanternfly: Check for signs of spotted lanternfly and report any potential sightings of this pest on MDAR's online reporting form by taking photographs and collecting a specimen if possible. Look for large, gray insects, about one inch long, with black spots and red underwings. Early detection is important in the protection of the economic and ecological resources of Mass from invasive species. They have been discovered in Shrewsbury, Springfield, and Worcester. For questions, to order free educational materials, or for information on free webinars contact MDAR at **slf@mass.gov**.



Spotted Lantern Fly

Climate Smart Agricultural Program (CSAP): MDAR funded over \$1.8M in 2022 under the CSAP to provide financial incentives to agricultural operations for practices that work towards improving soil health, the efficient use of water, preventing impacts on water quality, reducing greenhouse gas emissions, sequestering carbon, improving energy efficiency and facilitating clean energy, all helping Ag adapt to climate and mitigate climate change.

- **Forest Pest Risk is Heating Up with Climate Change:** bringing pests to new areas,

making pests more damaging, reducing trees' defenses, and altering how forests recover after pest disturbances. Managing impacts will help promote more resilient forests that can rebound from pests, better adapting to our future climate.

Marijuana & Hemp: The Cannabis Control Commission has marijuana jurisdiction with one exception, Industrial Hemp, now under MDAR. A non-psychoactive marijuana species, Industrial Hemp contains less than 3% THC, the compound that makes marijuana psychoactive. Marijuana establishments in Mass have now surpassed \$4 billion in gross sales since 2018.

BARNSTABLE COUNTY:

Cape Cod Cooperative Extension Service: focuses on agriculture, marine research, horticulture, aquaculture, natural resources, tick-borne disease, water quality, youth development, recycling, household hazardous waste, environmental education, and the **Buy Fresh Buy Local** Program, buyfreshbuylocalcapecod.org.

Ticks: Lyme disease, the most prevalent infectious disease in Mass, is considered a **year-round** public health crisis. Deer Ticks can also carry Babesiosis, Anaplasmosis and Relapsing Fever. Lone Star Tick populations are expanding and carry their own diseases. Lone Star bites may result in a red meat allergy. Watch Larry Dapsis, the County Entomologist's **Tickology YouTube** series.

Use a 3-Point Protection Plan: Protect Yourself, Protect Your Yard, Protect Your Pets. "One bite can change your life, but tick-borne diseases are preventable." Permethrin is the only product that provides effective, long-lasting protection: applied to clothing, including footwear, **NOT skin. It repels and kills ticks. ldapsis@barnstablecounty.org*

Tick Testing: The UMass Laboratory of Medical Zoology is unable to accept samples for tick testing at this time. Contact: <https://ag.umass.edu/resources/tick-testing-resources>.

Meet Your Local Farmers: Each year the Harwich Conservation Trust and Cape & Islands Farm Bureau have sponsored local farmers to exhibit products and promote farms to start off the growing season. The 2022 market was postponed due to the pandemic.

BREWSTER:

Farmers Market: The Historical Society's Farmer's Market, next to Drummer Boy Park, thanks you for your participation in its 2022 curbside market. It was eventually canceled in July with very little produce from farms. The BHS did hold their very popular Harvest Bazaar in October.

Aquaculture: The Brewster Aquaculture Association:

Oysters: There are 10 active sea farms continuing to produce that delectable bivalve the "Brewster Oyster". Oysters filter up to five liters of water per hour removing plankton and other nutrients. The Bay environment with its pristine waters creates the distinct flavor of the Brewster American Oyster, a definitive "bite". Three years of sorting/sizing/transplanting produces an oyster, larger than the state minimum. Size, plus a defined cup, sets the "Brewster Oyster" apart.

Approx. 864,000 oysters were commercially harvested in 2022, 11.3% lower than 2021. Growers reported issues with biofouling, a shortage of oyster seed, winter mortality, and slow growth.

Shellfish from Massachusetts and Washington can now be exported to the EU. In 2022 Mass farmer and dealers, including two Cape Cod farms, traveled to the European Union, meeting with importers and buyers to explore market opportunities. They sampled live Mass oysters and clams with potential customers and discussed Northeast production. The trade representatives were enthusiastic about the quality/variety of the samples and impressed with the growers' professionalism, expertise and product that could be appealing to European consumers.

Razor Clams: The local razor clam fishery exemplifies the collaboration between harvesters and regulators to develop regulations that will support a healthy commercial fishery both now and in the future. In 2022, there were 10 regular harvesters and 1 student that met the requirements to remain in the fishery, while 5 additional harvesters and 4 students were selected by lottery. Utilizing data from previous years, combined with current observations and harvester reports, both parties agreed to close the fishery for 2022 and assess the resource in the Spring of 2023.

Cranberry Harvest: UMASS Cranberry Research Station, East Wareham, is an outreach and research center with publications to educate residents and visitors. The Cod Cranberry Growers Association assists with problems; works to ensure that cranberry farming can survive urbanization and preserve open space and clean water, vital to cranberry growing.

Despite 11 dangerous frosts and intense drought in the spring and summer, bog owners had a good early growing season, with ideal pollination weather. Rainfall came just in time for harvest, many growers indicating a strong rebound from last year's low production. Pests presented the big challenges, with Vaccinum Scale, Black Bug infestations and high numbers of weevils. Climate change issues left many bogs badly in need of water all season, while increasing temperatures created problems with weeds, which are prospering under the warmer conditions.

Production was up 17% from 2021, with the MA crop at 2 million barrels. There are approx. 51 acres of cranberry bogs in Brewster. At 142.8 barrels per acre, Brewster bogs produced around 7,282 barrels (440-540 cranberries = pound, 44,000-54,000 cranberries =100 lb. barrel).

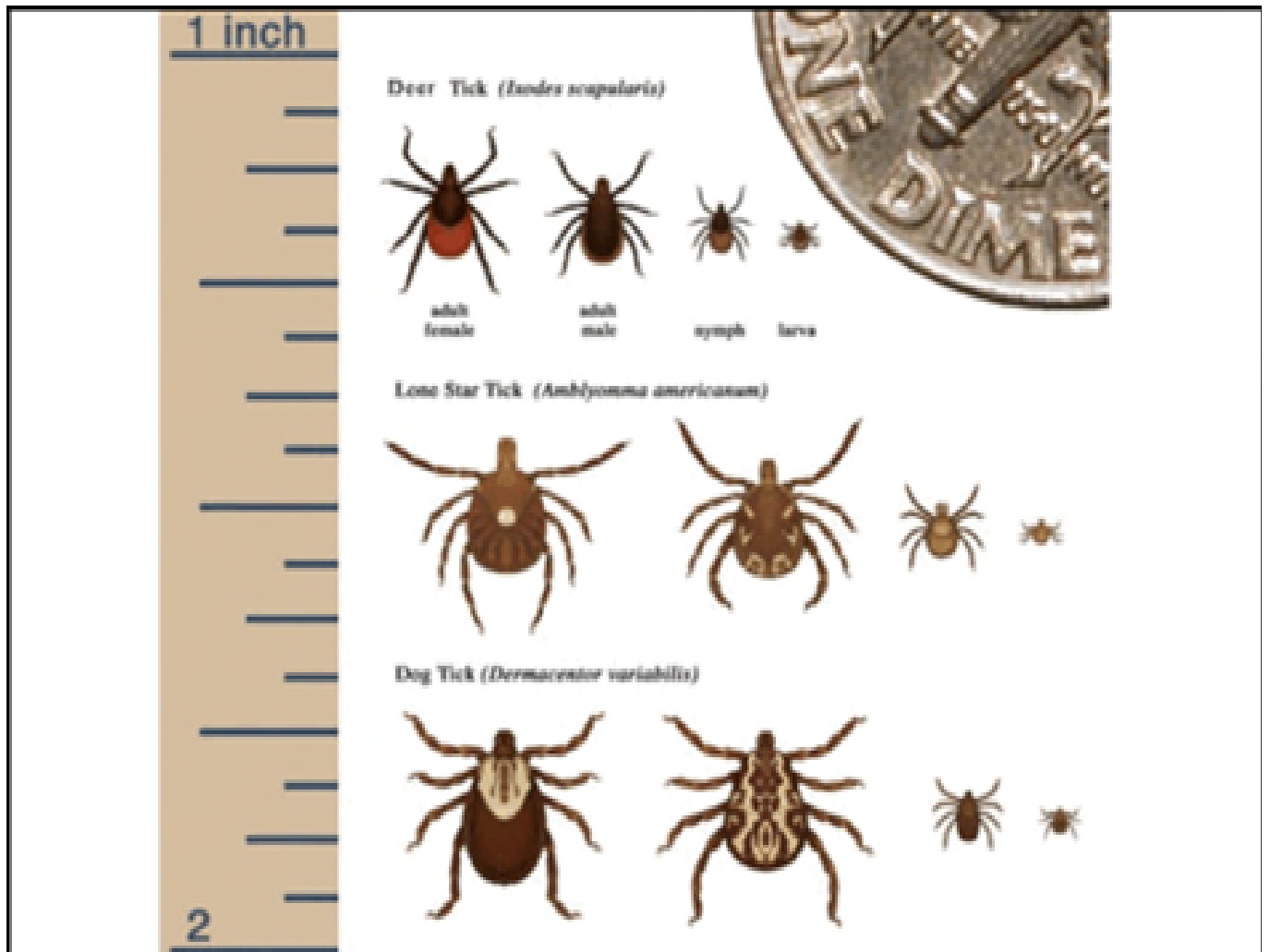
Cape Cod & Islands Farm Bureau: The Agriculture Commission works closely with the Bureau. A grassroots organization for more than 70 years, it helps make farming more profitable, the Cape a better place to live and offer assistance to farmers as well as the general public.

Help with Agricultural Conflicts: Ever found yourself in a conflict with local, regional, state, federal government or neighbors over your agricultural operation? The Commission will mediate conflicts and has an excellent track record solving issues on behalf of farmers Agricultural Commission 2198 Main St. Brewster, MA 02631 or 508-896-3701. The Agriculture Commission assists the Building Commissioner, Town Departments, Boards, Committees, residents with Agricultural issues.

On behalf of Brewster's agricultural heritage...the harvest goes on.....

Respectfully submitted,

Peter Herrmann, Chair Stephan Brown Rebecca Howes Jane Weber

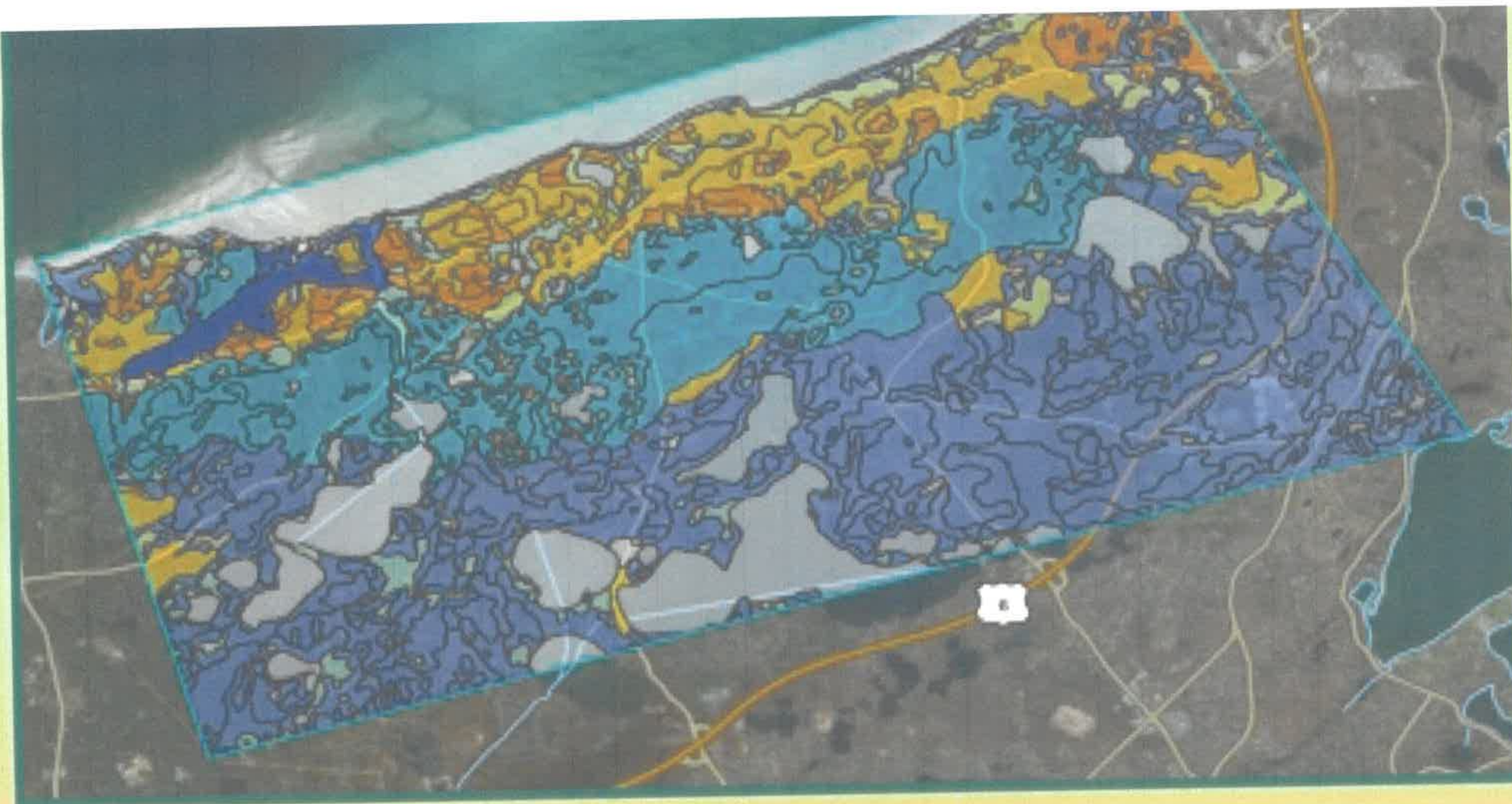


This chart illustrates the comparative size and coloration of the Deer Tick (at the top), the newly arrived Lone Star Tick (in the middle) and the Dog Tick (at the bottom of the picture).

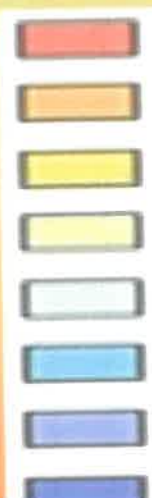
**Brewster Agriculture:
Past, Present and Future**

**The Evolution
of
Brewster Farming**

- Brewster is located 23 miles out in the North Atlantic Ocean
- Agricultural Zone 7, similar to parts of Georgia and the Carolinas
- We can grow a broad range of plants due to good sunlight, water & temperature moderated by the Atlantic Gulf Stream current
- More than 75% of the soils here are excessively well drained Carver soils, i.e. sand
- Most important aspect of Carver soils is their permeability, beneficial to many fruit and vegetable crops
- Remaining soil types are rich pockets of semi and undrained soils along the coast



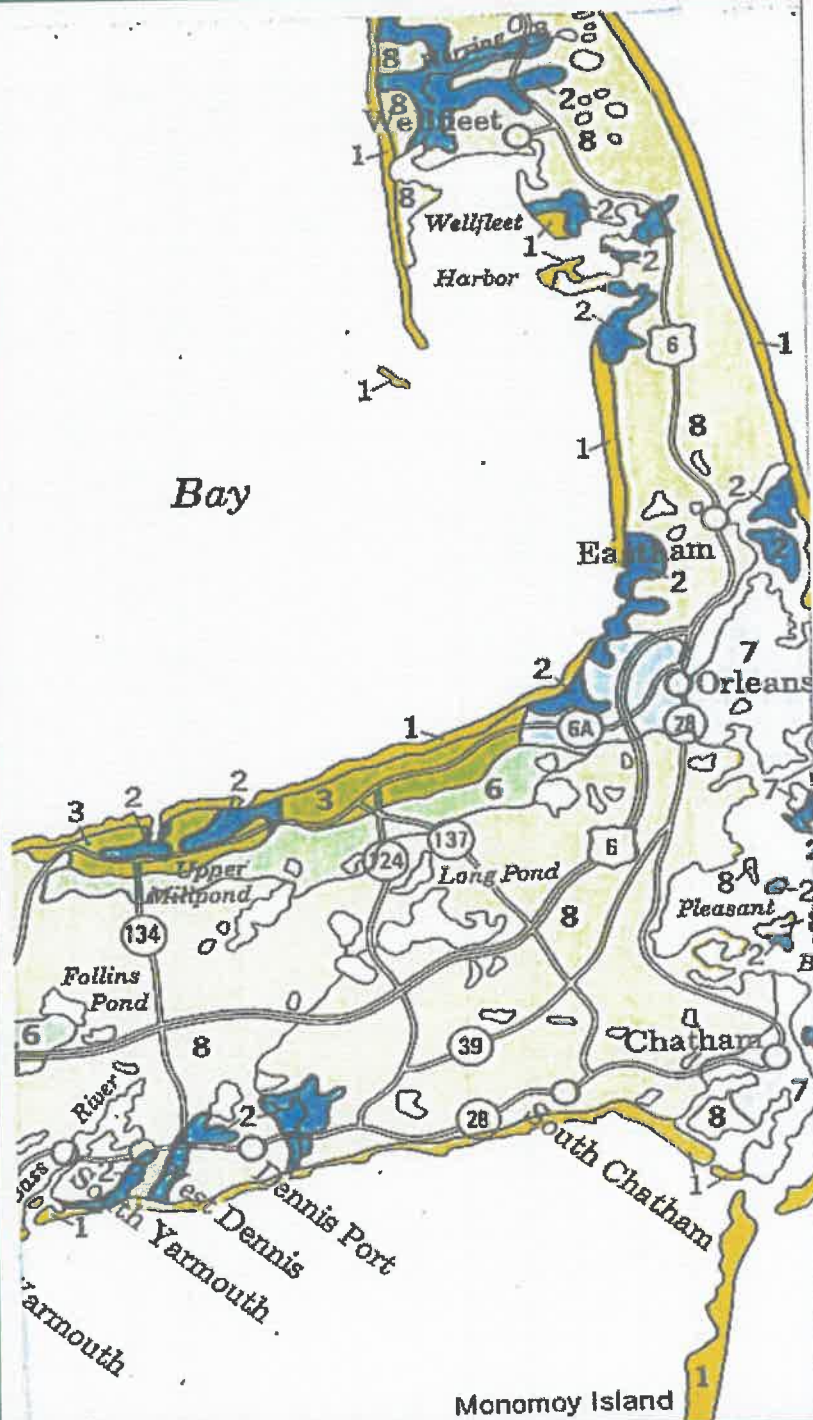
BREWSTER SOILS



- Class 1-Few limits
- Class 2-Moderate limits
- Class 3-Severe limits
- Class 4-Req.careful mgmt.
- Class 5-Pasture, forest, habitat
- Class 6-Unsuitable for cultivation
- Class 7-Unsuitable for cultivation
- Class 8-Recreation habitat



Brewster Soils: Farmland Classification



LEGEND

- 1** HOOKSAN-BEACHES-DUNE LAND: Beaches, Dune land, and nearly level to steep, drained, sandy soils formed in windblown deposits; along coastal shorelines
- 2** IPSWICH-PAWCATUCK-MATUNUCK: Nearly level, very deep, very poorly drained peats formed in marine organic and sandy deposits; in areas sheltered from ocean waves along coastal shorelines and adjacent to bodies of brackish water
- 3** PLYMOUTH-EASTCHOP-CARVER-BOXFORD: Nearly level to steep, very deep, excessively drained and moderately well drained, sandy and clayey soils formed in glacial lake sediments and glacial till; in areas of glacial lake deposits
- 4** PLYMOUTH-CARVER-BARNSTABLE: Nearly level to steep, well drained and excessively drained, sandy and loamy soils formed in sandy, loose glacial till and glacial outwash; on ground moraines and outwash plains
- 5** ENFIELD-MERRIMAC-CARVER: Nearly level to steep, very deep, well drained and excessively drained, loamy and sandy soils formed in glacial outwash and loamy eolian material; on outwash plains
- 6** PLYMOUTH-BARNSTABLE-NANTUCKET: Nearly level to steep, very deep, excessively drained and well drained, sandy and loamy soils formed in reworked glacial outwash and glacial till; on moraines and outwash plains
- 7** CARVER-HINESBURG-NANTUCKET: Nearly level to steep, very deep, excessively drained and well drained, sandy and loamy soils formed in glacial outwash, glacial lake sediments, and glacial till; on outwash plains and in areas of glacial lake deposits
- 8** CARVER: Nearly level to steep, very deep, excessively drained, sandy soils formed in glacial outwash and ice-contact deposits; on outwash plains and kames

Compiled 1991



BREWSTER SOILS

Soils

Soil Rating Polygons



Erosion



Soil limitation within the
rooting zone



Excess water



Climate condition

- Five primary indigenous species of trees have thrived here for millennia; Oak, Pine, Tupelo, Maple and Sassafras.
- However, tree growth is generally stunted due to the Carver soil's poor water and nutrient retention, as well as the effects of salt air.
- When European settlers arrived, they did not initially clear the land for agriculture, instead removing trees for heating and cooking fuel.
- Brewster agriculture has been largely defined by small family farms, also known as kitchen gardens.

- Historically, agriculture has been one of the most important uses of land here, beginning with Native Americans who grew maize and grain. Forests were managed for upland game species.
- Colonists began to clear for farming, stripping away the vast forest until it was overused and depleted. Anything left growing was quickly grazed off by sheep. Vegetable fiber (primarily flax) and animal hair (wool) were also produced for apparel and rope making.



Cobb's Pond is to the rear of this field.

**Photo: Courtesy
Brewster Historical
Society**

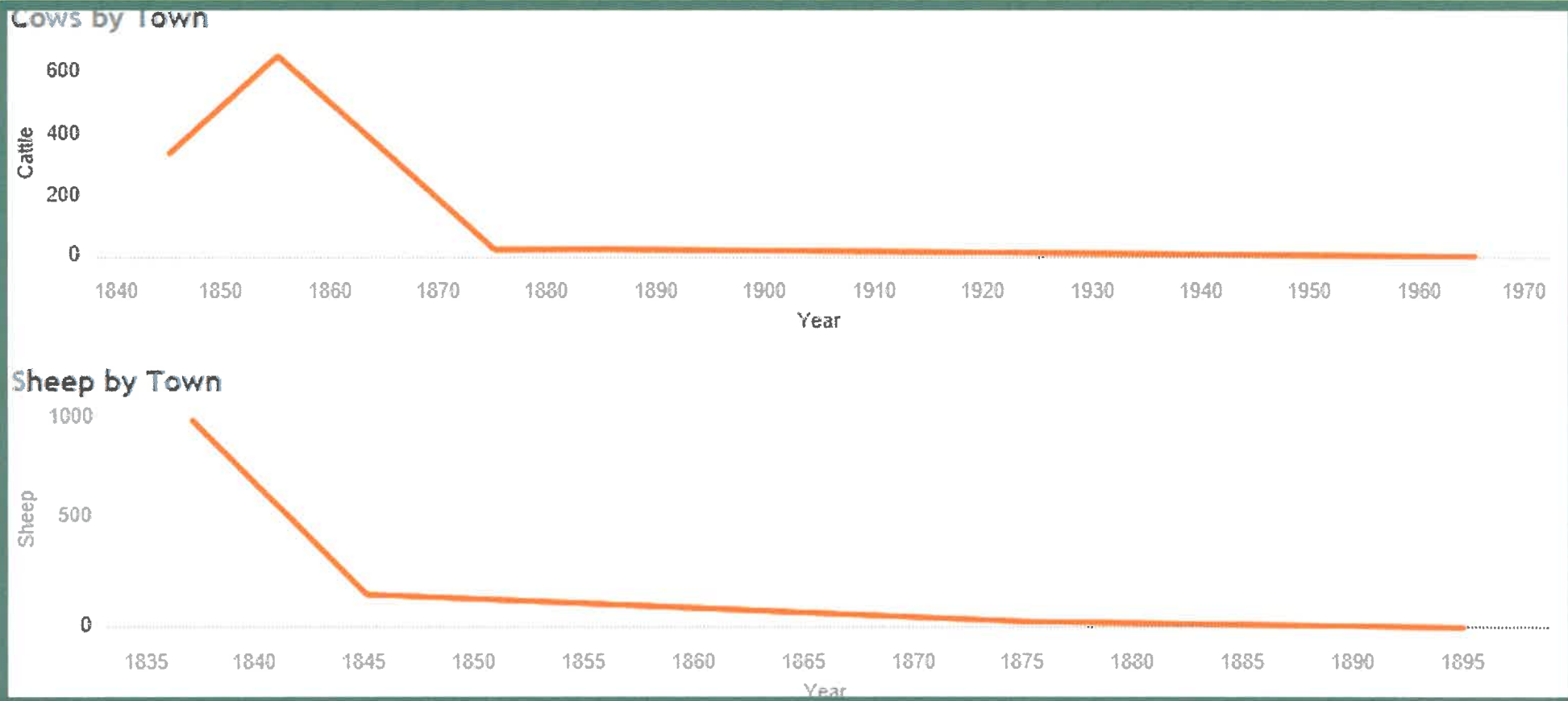
- Salt marshes, naturally occurring open area coastal grasslands, largely exist today as they were in Colonial times.
- Livestock were pastured on these marshes.
- Salt hay was cut, collected, hauled home for winter fodder and insulation.



HAYING • Photo: Courtesy Brewster Historical Society

- Cape Cod Railroad-constructed 1854- July 1873 facilitated the delivery of a less expensive and wider range of agricultural products to the Cape. These trains left the Cape with rail cars full of quartz sand for the Pittsburgh steel mills.
- The advent of efficient, large tract off-Cape farms with better soils decimated our livestock and salt hay industries in just 20 years.

COW AND SHEEP POPULATIONS OF BREWSTER:



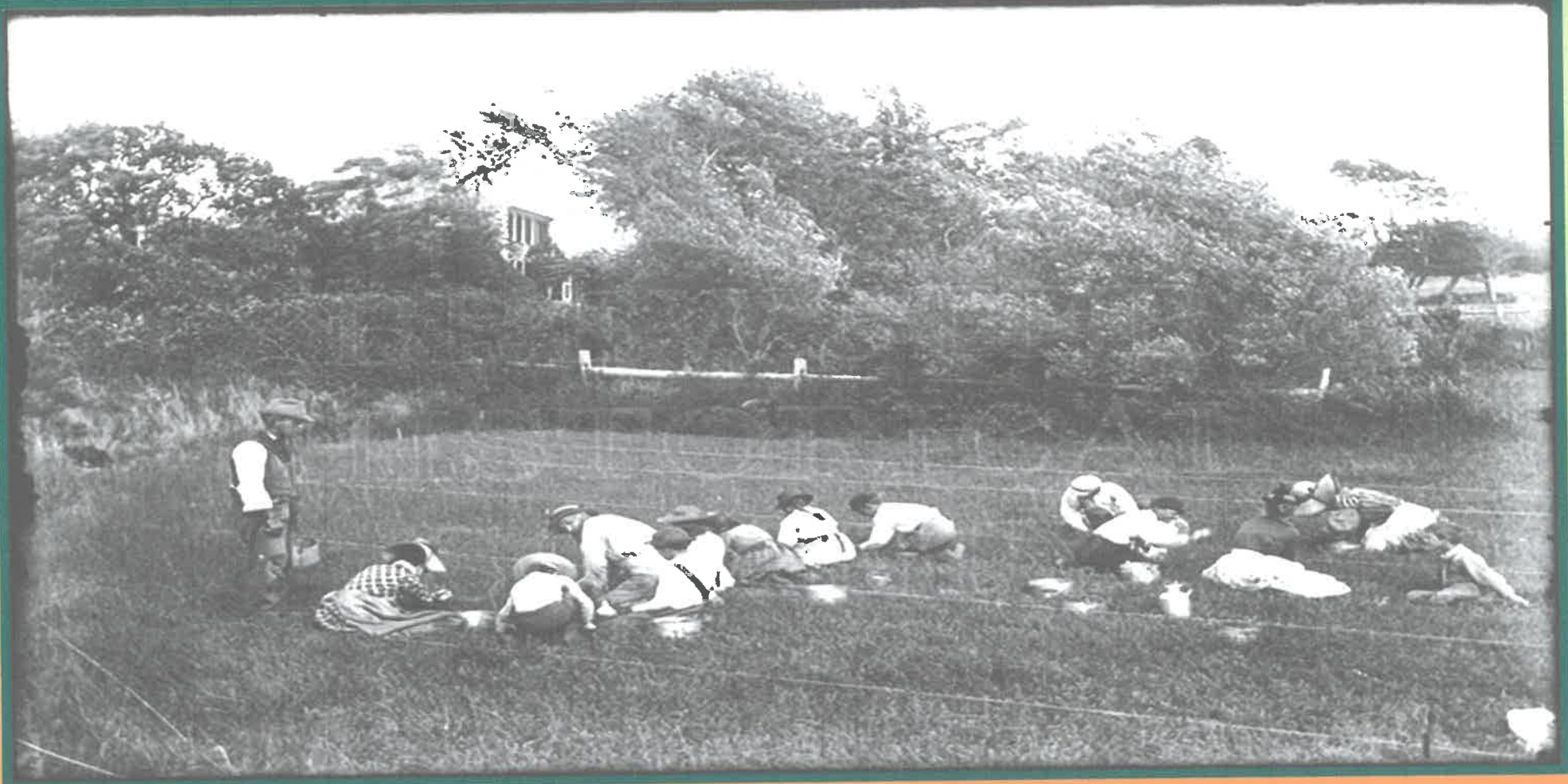
- By late 1800s, the animal and vegetable fiber industry collapsed.
- Fruit production became a more valuable crop, i.e. pears, apples and cranberries.



ELIJAH COBB ORCHARD:

Photo: Courtesy Brewster Historical Society

- Cranberry bog cultivation began in the early 1800s and by 1831 bogs were a predominant feature.
- Brewster had 136 acres devoted to cranberry bogs, the third highest on the Cape after Harwich and Dennis.
- Today, Brewster still has 40 acres of cranberry bogs.



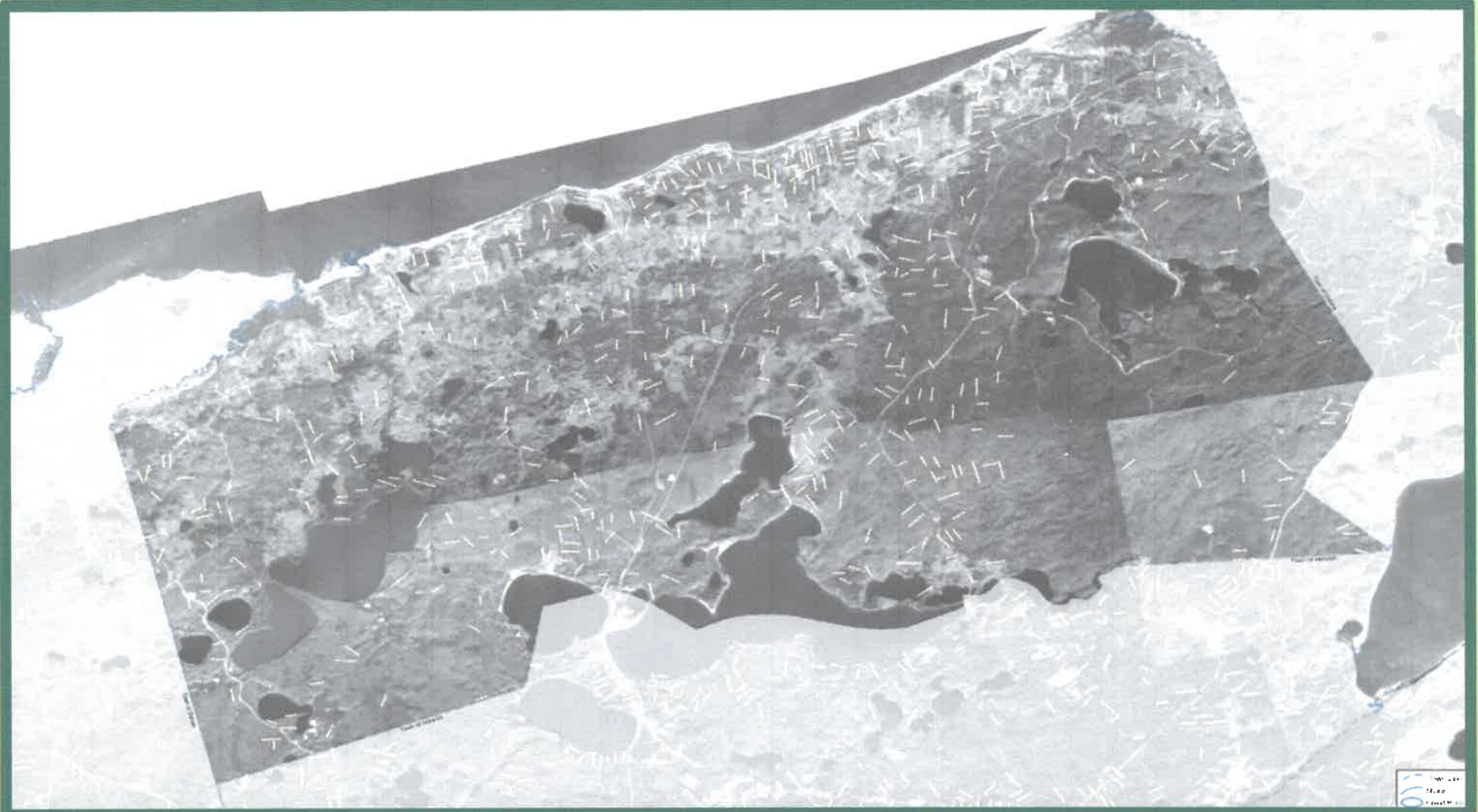
CRANBERRY PICKERS: Photo: Courtesy Brewster Historical Society



CAHOON BOG: Photo: Courtesy Brewster Historical Society

- 1850-1910, Brewster experienced a typhus epidemic, which had spread along the railroad line from Pittsburgh to Cape Cod: contributing to a population crash from 1525 persons to only 631.
- 1865 Brewster still had 56 farms, the highest of any town on the Cape, except Orleans. More English hay was grown in Brewster than any other town east of Barnstable.
- In 1905 Brewster's agricultural production was valued at \$74,822, the second highest after Barnstable.
- The population began to grow again in 1920 to 688 people, attributed to an increase in the number of cranberry pickers.

1938 AERIAL PHOTOGRAPH OF BREWSTER

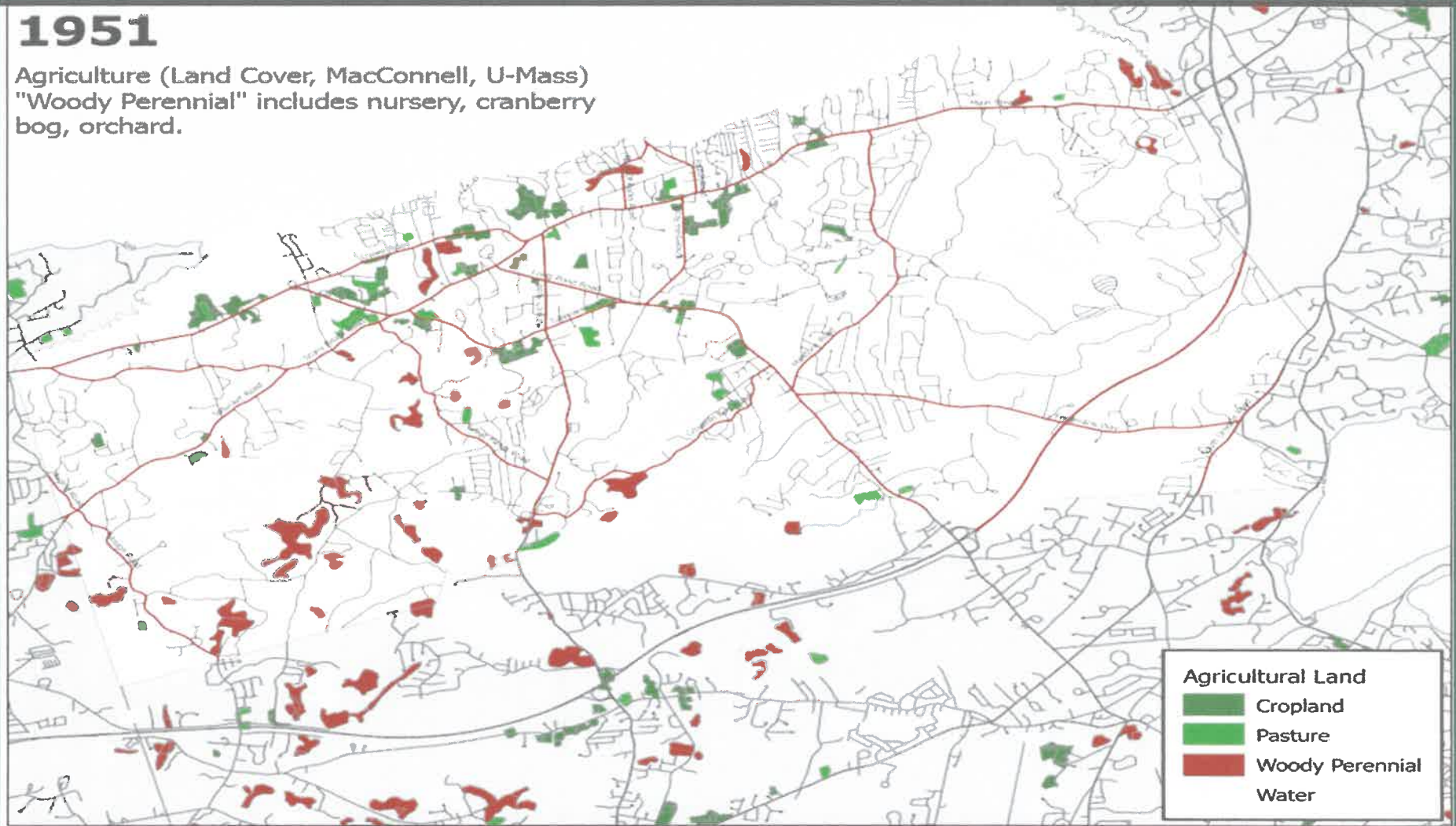


In 1938, the majority of crops were rye, wheat, vegetables, apples and pears. The land was still open and un-forested. Brewster open field crops allowed one to stand at the corner of Tubman Road and Route 124 and see Cape Cod Bay.

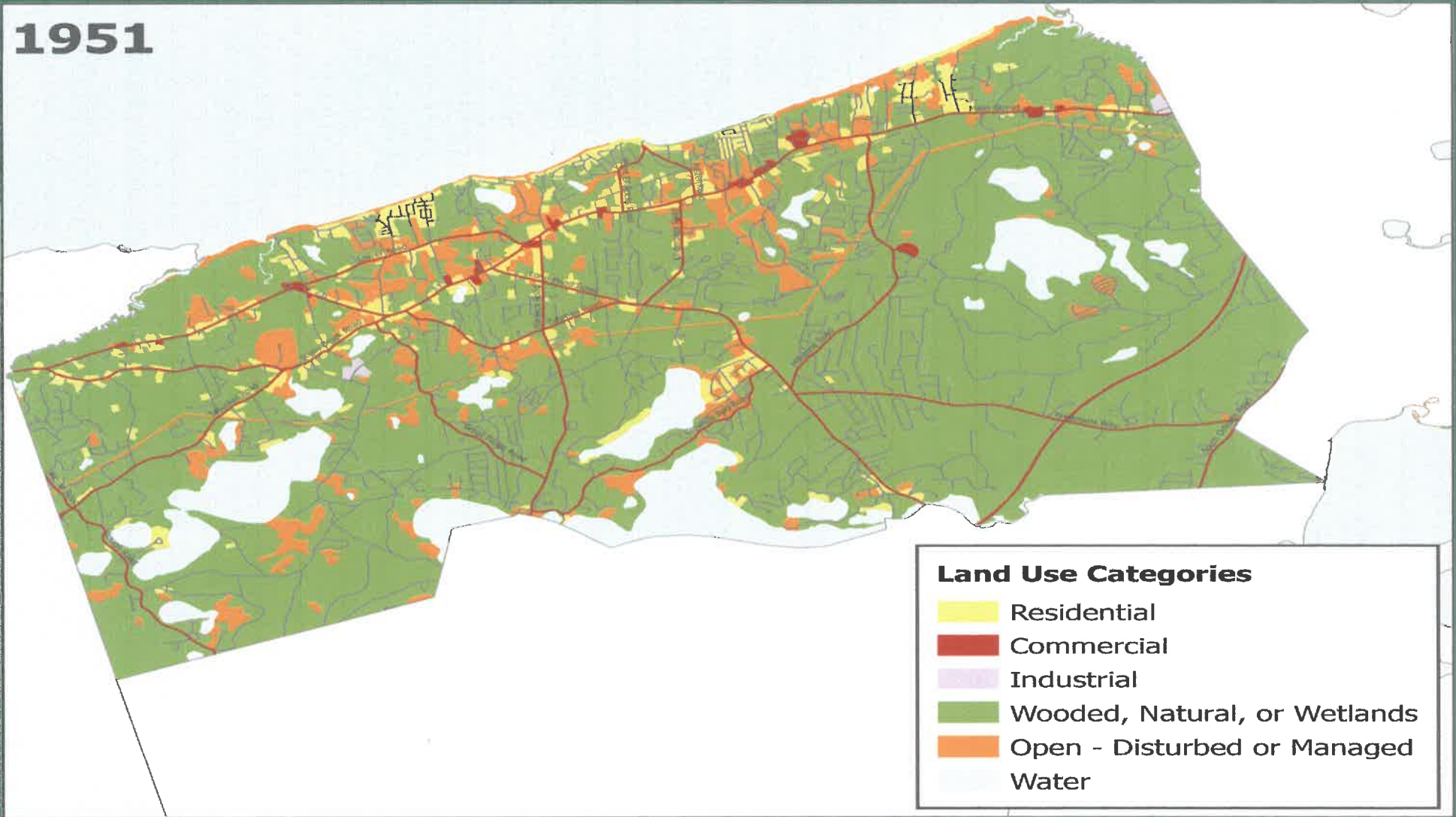
- Livestock, hay and fiber production never returned to the mid-1800s level.
- Specialty fruit crops and pastureland for hay remained a significant portion of Brewster's agricultural land use in 1951.

1951

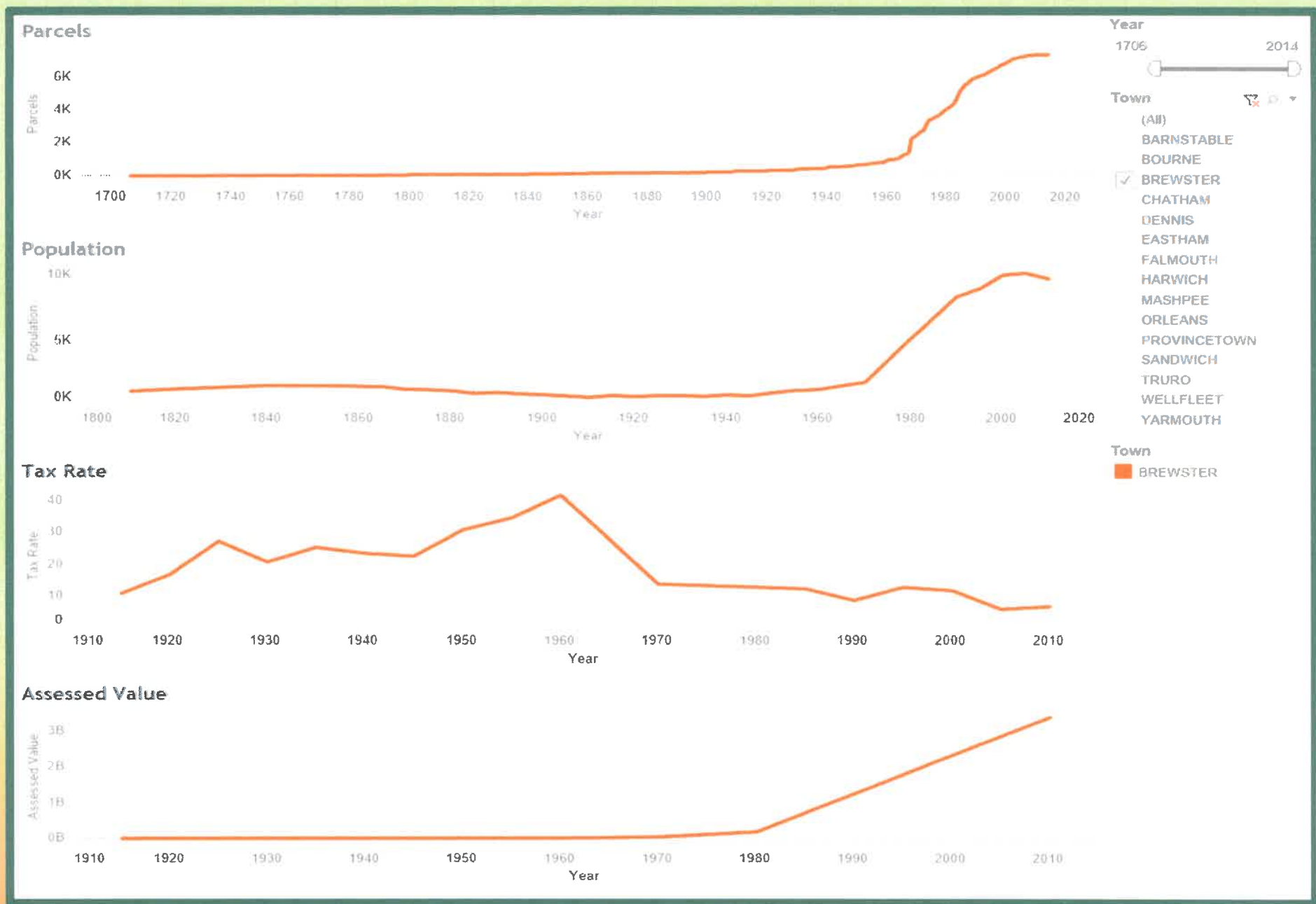
Agriculture (Land Cover, MacConnell, U-Mass)
"Woody Perennial" includes nursery, cranberry bog, orchard.



1951



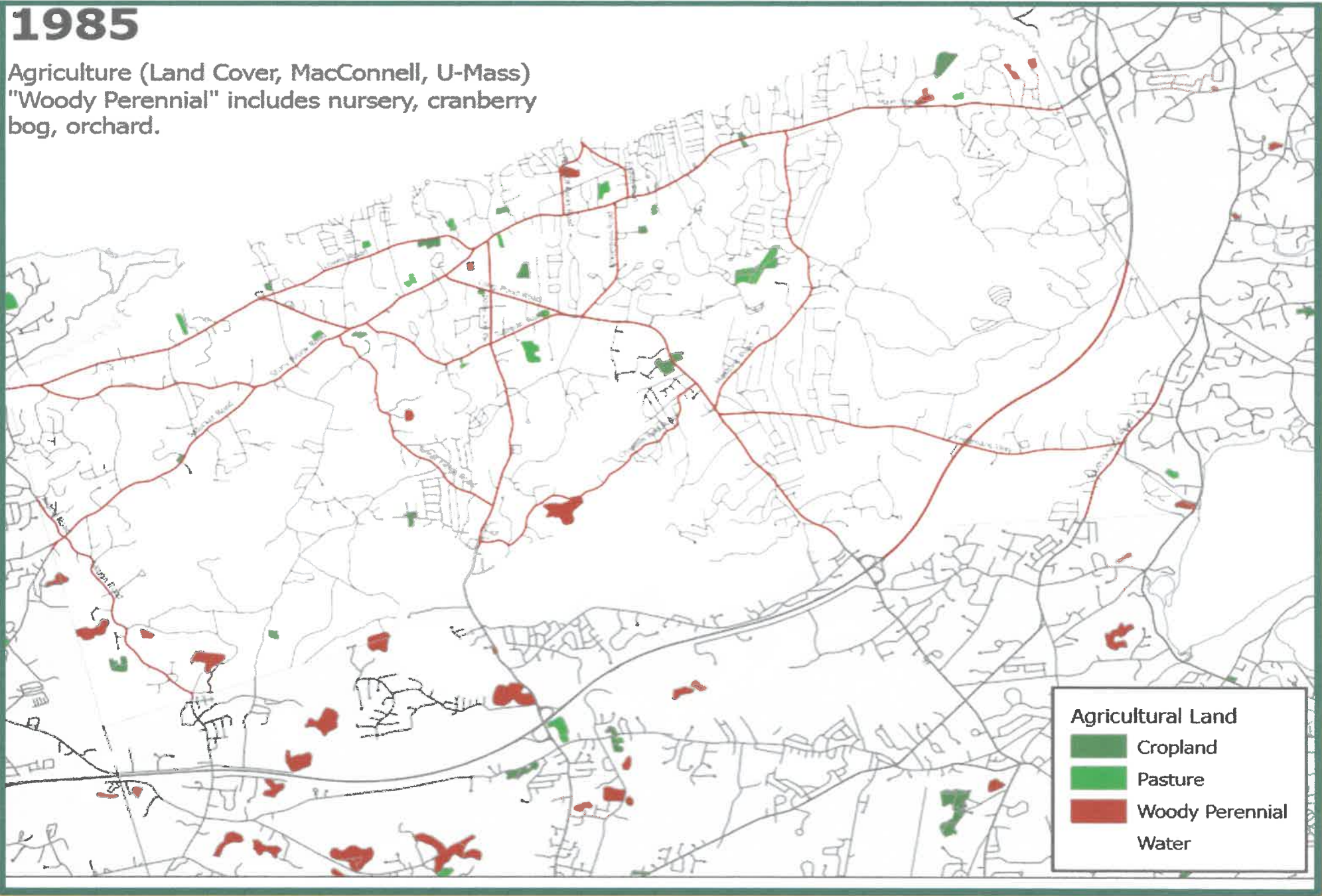
- In 1951, 11% of Brewster, approximately 1,700 acres - the size of Nickerson State Park - was open field crops.
- 1950 to 1970, the population grew from 987 to 1,790.
- In the mid -1970s agriculture was eclipsed by tourism and related construction trades as our largest industry.



As Brewster's population grew and parcels were subdivided, assessed value increased and the tax rate for all parcels declined.

1985

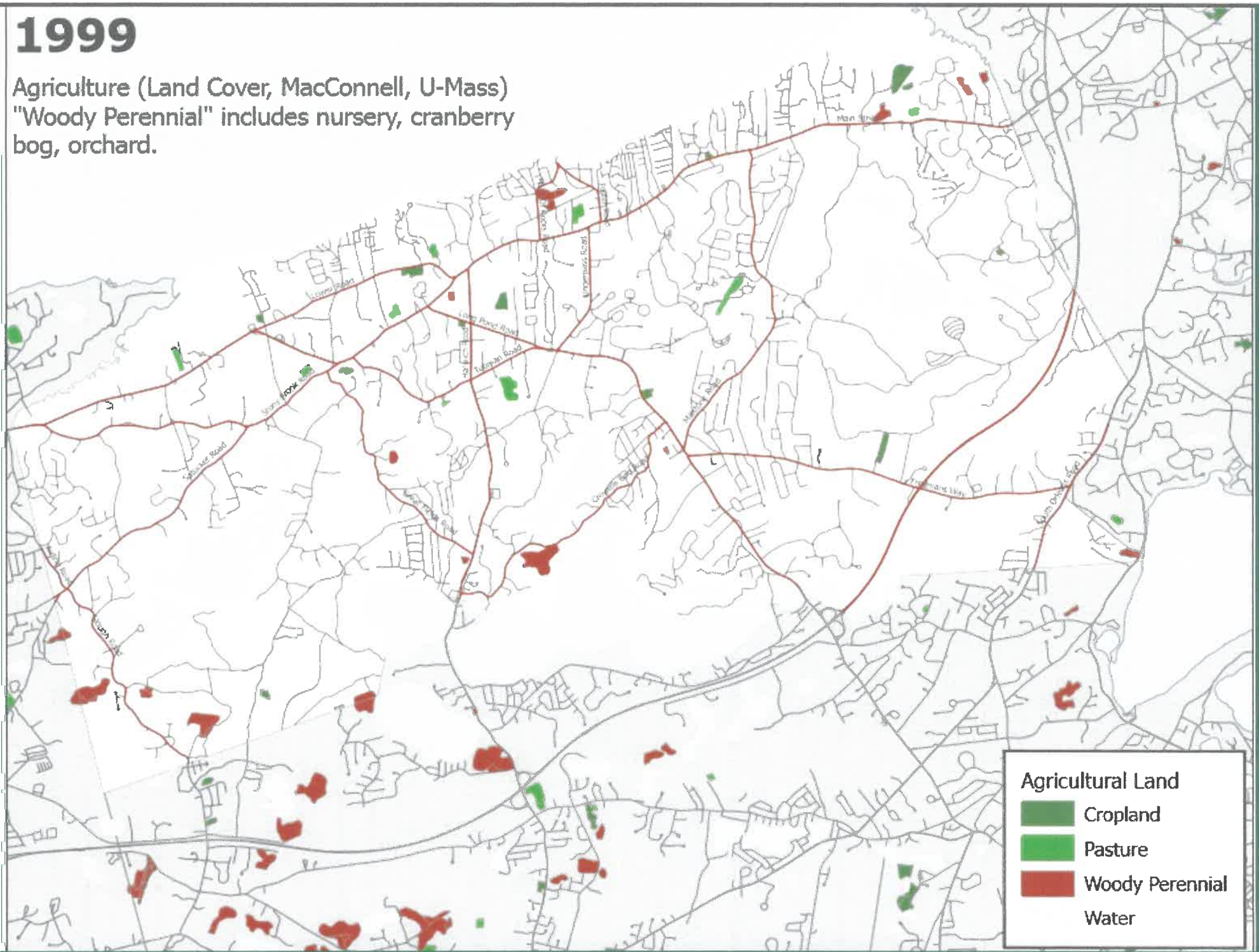
Agriculture (Land Cover, MacConnell, U-Mass)
"Woody Perennial" includes nursery, cranberry bog, orchard.



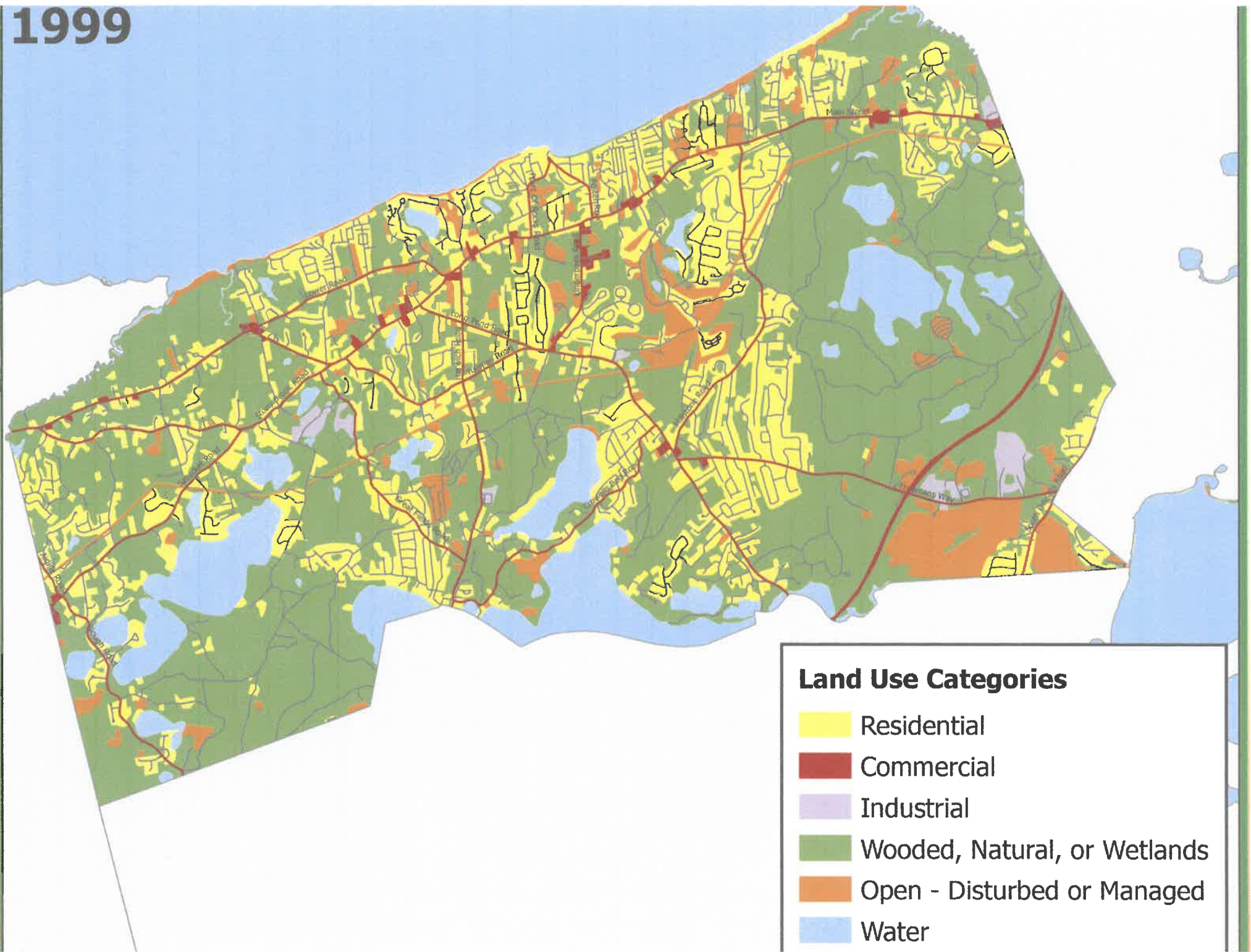
In a mere thirty years from 1950 to 1980, the population grew from 987 people to 5,226 and agricultural land use was reduced to 550 acres.

1999

Agriculture (Land Cover, MacConnell, U-Mass)
"Woody Perennial" includes nursery, cranberry bog, orchard.



1999



Land Use Categories

- Residential
- Commercial
- Industrial
- Wooded, Natural, or Wetlands
- Open - Disturbed or Managed
- Water

- Brewster has always had small farms, starting out with the 20-acre lot sizes created in 1653.
- The climate and water supply remain favorable; soils remain unchanged.
- Today farming is on the increase. I estimate we have well over 200 kitchen gardens in Brewster, reflecting that agriculture is still important to the community. We issued about 50 barn permits and have an additional 12 five acre or more chapter 61A farms

<u>DATE</u>	<u>POPULATION</u>	<u># FARMS</u>	<u>% FARMS/ POPULATION</u>
1865	1,525	56	3.7%
2015	9,377	200+	2.1%

- The Brewster agricultural community has remained relatively stable. Although “large” tract industrial farming in the form of corn, hay, fiber and cranberries has decreased, the percentage of farms in relation to the population remains essentially the same.

- Interest in new farms and “Buy Fresh Buy Local” and farmers markets is trending upwards.
- People continue to shift food consumption and production back to the local level.
- Locally grown products improve our food quality, our natural environment and also provide a back-up supply to out-of-town food.
- Anyone can grow all their own salad greens in a home basement.
- One acre of arable land here can feed a family of seven for a year.
- Eat what’s in season to support our natural resources and your health.
- Kitchen garden farming is our heritage.

Buy Local

Plant Local

Eat Local











TODAY IN BREWSTER:

We have an Agricultural Commission (Ag Com) to be comprised of seven members.

In an attempt to identify and serve the agricultural interests of Brewster, the following definitions of 'farming' and 'agriculture' as defined in Massachusetts General Law Chapter 128 Sec. 1A, are applied :

- Farming in all its branches, the cultivation and tillage of the soil

- Dairying
- Production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural(grape) or horticultural commodities
- Growing and harvesting of forest products on forest land, forestry and lumbering operations
- Raising of livestock including horses
- Keeping of horses as a commercial enterprise
- Keeping, raising of poultry, swine, cattle, ratites (emus, ostriches and rheas), camelids (llamas, camels), other domesticated animals for food, agricultural purposes, bees, and fur bearing animals.

WHAT DOES AN AGRICULTURAL COMMISSION DO?

- Promote and develop the agricultural resources of Brewster
- Educate the public on agricultural issues
- Advocate for farmers, farm businesses and farm interests
- Assist farmers in resolving municipal problems or conflicts related to farms

- Coordinate agriculture related activities with other government bodies, local groups or organizations that promote agriculture;
- Advertise, prepare, print and distribute books, maps, charts and pamphlets related to local agriculture that the Brewster Agricultural Commission deems necessary for its work.;
- Increase our score when we apply for State grants.

July 2016 State Legislation:

- Agricultural Commissions now can buy, hold, manage, license or lease land for agricultural purposes
- Receive grants, gifts, bequests, money or personal property
- Manage and control the interests in land acquired
- Apply for public or private sector funding
- Acquire land or water rights, conservation or agricultural restrictions, easements or other rights to protect the future use of or conserve and properly utilize open spaces

AGRICULTURAL PRESERVATION RESTRICTIONS:

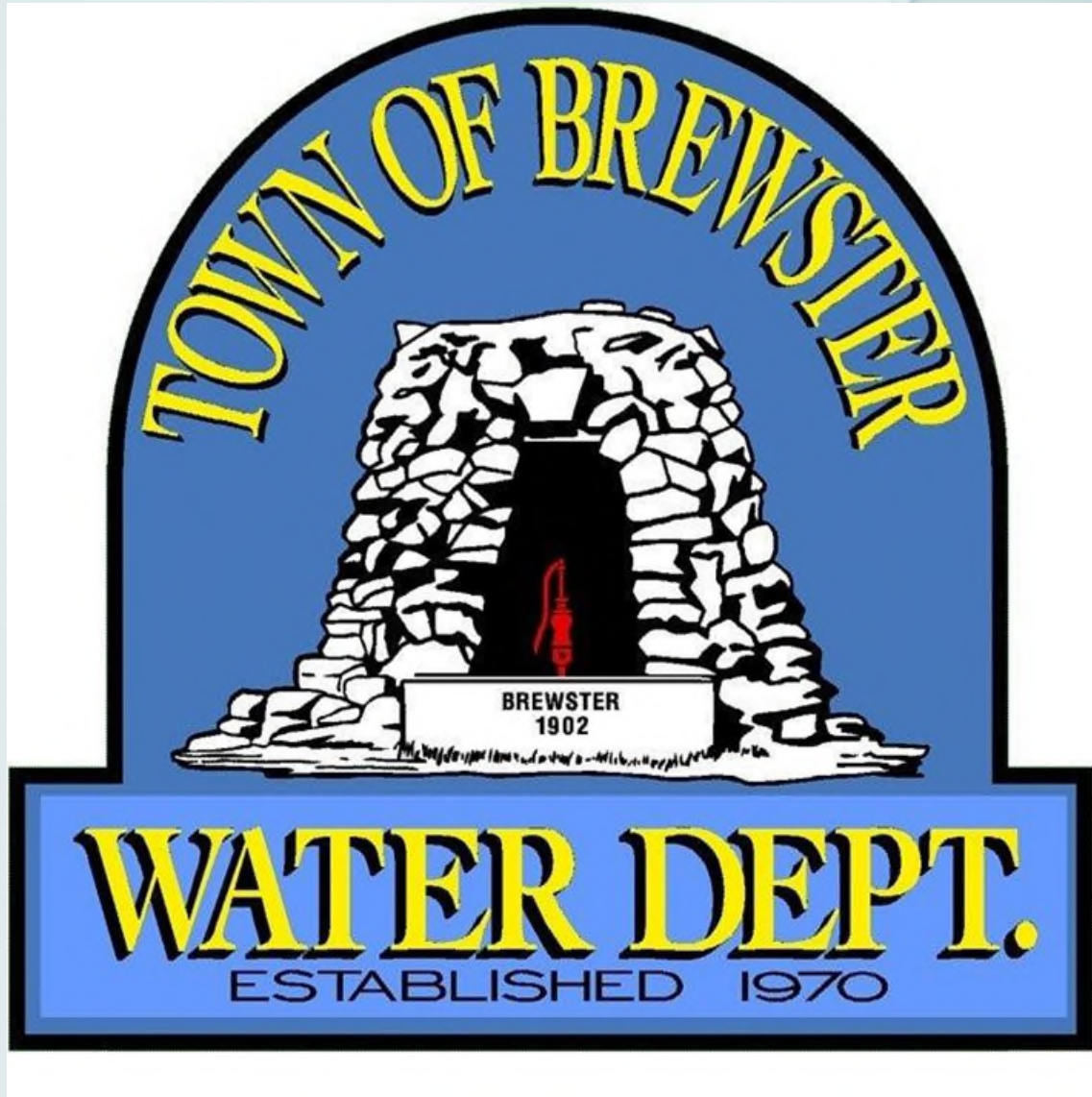
An Agricultural Preservation Restriction (APR) means a right, in the form of a restriction, easement, covenant or condition, executed by the owner of the land to retain land or water areas predominately in their agricultural farming or forest use.

The Commission may forbid or limit any or all of the following:

- ❖ construction or placing of buildings except for those used for agricultural purposes or for dwellings used for family living by the land owner, his immediate family or employees
- ❖ excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such a manner as to adversely affect the land's overall future agricultural potential; and
- ❖ other acts or uses detrimental to such retention of the land for agricultural use.

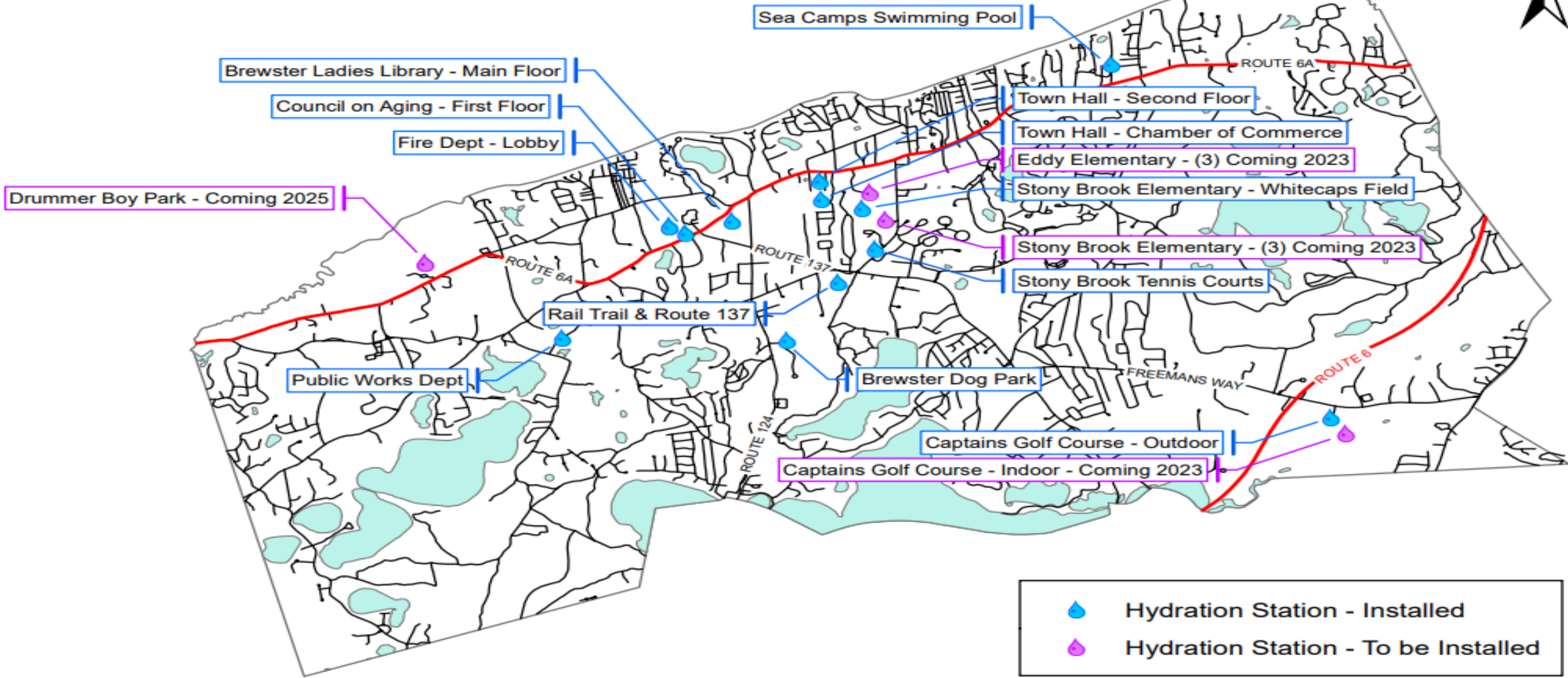
Agricultural Preservation Restrictions shall be in perpetuity except as released under the provisions of section thirty-two. All other customary rights and privileges of ownership shall be retained by the owner including the right to privacy and to carry out all regular farming practices.





HYDRATION STATION UPDATE

BREWSTER WATER
DEPARTMENT



BREWSTER HYDRATION STATION INSTALLATION STATUS MAP

0 0.5 1 2 Miles
DATE: 7/29/22 REVISED 4/14/23
CREATED BY: DAVID JOHNSON



WHITE CAPS FIELD



DOG PARK



DOG PARK JUST FOR DOGS!!



CAPTAINS GOLF COURSE



TENNIS / PICKLEBALL COURTS



TOWN HALL THANKS TO TOM THATCHER



INTERIOR HYDRATION STATIONS THANKS TO TOM THATCHER

- Brewster Ladies Library
- Council on Aging
- Fire Department
- Town Hall
- DPW

COMING SOON 2023

- Rail Trail Crossing at Route 137
- Sea Camps Pool
- 3 at Eddy Elementary
- 3 at Stony Brook Elementary
- Captains Golf Course Restaurant

THANK YOU





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 Request to Nauset Regional School Committee to Amend Regional Agreement
DATE: April 21, 2023

The Town Administrators and Managers from Brewster, Eastham, Wellfleet, and Orleans met on a regular basis with Nauset Superintendent Clenchy and her team this winter to discuss the school budgets and approach to financing the high school renovation project. The Town Finance Directors participated in these meetings on several occasions as well. At one of these recent meetings, I suggested we amend the regional agreement to change the methodology for calculating each member towns' capital and operating annual assessments. Per Sections IV D & E of the regional agreement, those amounts are currently based on each town's respective enrollment in the regional district schools on October 1 of the preceding fiscal year. Instead of basing annual assessments on a single year of student enrollment data, I propose calculating them based on a three-year rolling average of student enrollment.

Many other MA regional school districts have adopted this approach. By reducing the impacts of year-to-year shifts in student enrollment, it improves the ability of member towns to plan for and build their budgets. Its moderating effects also help avoid zero-sum scenarios between member towns. The Town Administrators in Eastham, Wellfleet, and Orleans have all expressed their support for making this change. Superintendent Clenchy also initially indicated she would be supportive.

Per Section VIII of the regional agreement, it may be amended by a majority of the Nauset Regional School Committee. I am seeking your guidance relative to formally submitting such a request. If the Board is supportive of taking this next step, it would also be beneficial to understand the extent to which the Board wants to request any other changes to the regional agreement.

NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

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

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

SECTION I

Membership of the Regional District School Committee

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

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

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

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

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

SECTION II

Types of Regional District Schools

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

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

SECTION III

Locations of Regional District Schools

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

SECTION IV

Apportionment and Payment of Costs Incurred by the District

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

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

SECTION V

Transportation

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

SECTION VI

Admission of Additional Towns

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

SECTION VII

Separation

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

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

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

SECTION VIII

Amendments

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

SECTION IX

Budget

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

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

SECTION X

Tuition Pupils

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

Initiated by the Nauset Regional School District School Committee.



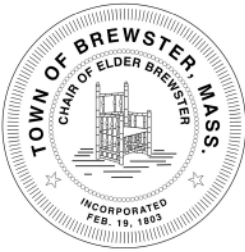
Town of Brewster
2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Human Resources

MEMORANDUM

TO: Select Board
FROM: Susan Broderick, Human Resources Director & Lisa Vitale, Treasurer/Collector
RE: Employee Separation Policy
DATE: April 21, 2023

For your review and approval is an Employee Separation Policy. The Town does not currently have a written separation policy. This policy serves two main purposes. It contains definitions of the various types of separation and more importantly it will memorialize the Town's current practices regarding an employee's final days of employment. The Policy states that an exiting employee must be physically present on their final day of employment, that an employee cannot use vacation or other accrued time in lieu of notice, and that an exiting employee may not utilize accumulated paid time off for the purpose of extending the period of employment beyond the last day that the employee reports to work. The policy also defines what accrued unused paid time off will be paid to the employee in their last paycheck. This policy will memorialize the practice that the Town has been following since 2010.



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

Policy No: 66
Date Approved: April 24, 2023
Dates Amended:

EMPLOYEE SEPARATION POLICY

Resignation

Resignation is a voluntary act initiated by the employee to leave their job for personal or professional reasons. The employee is expected to give at least two weeks' advance notice in writing to their department head and the Human Resources Department to separate in good standing. The notice should include the final date of employment and reason for leaving the position. An employee cannot use vacation or other accrued time in lieu of notice. An exiting employee must be physically present at their assigned duty on the final day of employment.

An unauthorized absence without notice to the appropriate supervisor is considered absence without leave. Unauthorized absence of three consecutive days without notice to the appropriate supervisor is considered a resignation.

It is the policy of the Town of Brewster, that employees who voluntarily resign from the Town, may not utilize accumulated vacation leave, compensatory, sick, or personal time for the purpose of extending the period of employment beyond the last day that the employee reports to work. Any accrued unused vacation and compensatory leave payable to the employee as a terminal benefit as prescribed by the pertinent collective bargaining agreement or personnel policy shall be paid in full in the final payroll transaction of the employee.

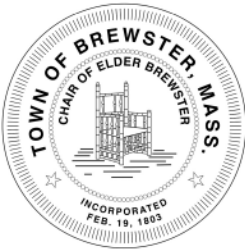
Personal time and accrued sick time are not paid to the employee on voluntary resignation.

Retirement

Retirement is a voluntary act initiated by the employee to leave their job for personal or professional reasons. The employee is expected to give at least two weeks' advance notice in writing to their department head and the Human Resources Department to separate in good standing. The notice should include the final date of employment. An employee cannot use vacation or other accrued time in lieu of notice. A retiring employee must be physically present at their assigned duty on the final day of employment.

It is the policy of the Town of Brewster, that employees who retire from the Town, may not utilize accumulated vacation leave, compensatory, sick, or personal time for the purpose of extending the period of employment beyond the last day that the employee reports to work. Any accrued unused vacation, compensatory, and sick leave payable to the employee as a retirement benefit as prescribed by the pertinent collective bargaining agreement or personnel policy shall be paid in full in the final payroll transaction of the employee.

Personal time is not paid to the employee upon retirement.



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Townmanager@brewster-ma.gov
www.brewster-ma.gov

Policy No: 66
Date Approved: April 24, 2023
Dates Amended:

Termination

Termination is an involuntary separation initiated by the employer. It is the policy of the Town of Brewster that employees who involuntarily separate from the Town will be paid accrued unused vacation and compensatory leave upon date of termination.

Personal time and accrued sick time are not paid to the employee on termination.

Approved by the Brewster Select Board on:

Dave Whitney, Chair

Ned Chatelain, Vice Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cynthia Bingham

For Your Information (FYIs)

1. Brewster Blood Drive- Friday April 28, 2023
2. Brewster Housing Authority FY24 Annual Plan Hearing
3. Camp Edwards 2023 Public Tours, Grassland Bird Tours and Annual State of the Reservation Report
4. Cape Light Compact's Q4 Energy Efficiency Report
5. Health and Human Services Reports
 - a. Lower Cape Outreach Council
 - b. Sight Loss Services
6. FY21 Brewster Regional CDBG Grant Quarterly Report
7. FY21 Brewster Regional CDBG Grant Interim Public Hearing Notice
8. Independence House Inc. Report
9. March 2023 Housing Coordinator Update
10. MassPRIM (Pension Reserves Investment Management) Board March Report
11. Select Board Remote Participation Policy Feedback
12. Board/Committee/Commission Resignations
 - a. Finance Committee- Honey Pivrotto
 - b. Golf Commission – Jeff Odell



CAPE COD HEALTHCARE
Nicholas G. Xiarhos Blood Donor Center

WHAT'S DONATED HERE, STAYS HERE.

BLOOD DRIVE

Friday, April 28th

11 am – 5 pm

Brewster Police Department
631 Harwich Rd



Stop & Shop gift card for all donors!!
Appointments are required.

To make an appointment please visit our donor portal at
<https://srt.capecodhealth.org/donorportal>

For information about the Nicholas G. Xiarhos Blood Donor Program,
please visit www.capecodhealth.org/give-blood

Like us on Facebook: www.facebook.com/capecodbloodcenter

**Every pint of blood donated to us stays on Cape Cod to serve
your community and save the lives of your family, friends and neighbors.**

Notice of Public Hearing

The Brewster Housing Authority invites all tenants and the general public to a review of the Authority's Proposed Annual Plan for Fiscal Year 2024

The Annual Plan is intended to provide insight into the Authority's operations and plans for the coming fiscal year as they affect the Authority's state-aided public housing. The Proposed Annual Plan is comprised of the following elements:

1. Proposed Capital Improvement Plan (5-year)
2. Proposed Maintenance and Repair Plan
3. Current Operating Budget
4. Responses to the Performance Management Review (PMR) findings
5. List of housing authority policies
6. List of waivers from governing regulations of the Department of Housing and Community Development (DHCD)
7. Other elements

Hearing time and date: **5:30 pm on 06/21/2023**

Hearing location: Frederick Court Community Room
11 Frederick Court
Brewster, MA 02631

Residents and the general public are invited to review the Annual Plan before the hearing and may submit public comments as noted below. The Authority shall consider the concerns of any Local Tenants' Organization (LTO) or Resident Advisory Board (RAB) regarding needs and priorities and incorporate some or all of such needs and priorities in the draft plan if deemed by the Authority to be consistent with sound management. Substantive comments will be summarized and included in the Annual Plan when it is submitted to the Department of Housing and Community Development (DHCD).

- o Copies of the Annual Plan are available at the Authority's office or may be reviewed online at <https://tinyurl.com/LHA-MA-AnnualPlan>
- o Comments may be submitted orally at the hearing, by emailing the housing authority office, or by submitting written comments at the housing authority office. Comments must be received no later than the close of the public hearing.
- o For reasonable accommodation requests contact the housing authority office by 05/31/2023 at 1:00 pm.
- o Contact information for Brewster Housing Authority:
Office: 11 Frederick Court, Brewster, MA 02631
Phone: (508) 896-9800
Email: director@brewsterhousing.org

Detailed Instructions for Remote Access

Brewster Housing Authority - Annual Plan Public Hearing & BOC Meeting

Time: Jun 21, 2023, 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87359395401?pwd=UDh5dmQrU2NFV2tsdVpjNVE2VFRkUT09>

Meeting ID: 873 5939 5401

Passcode: 396876

Dial by your location

+1 646 876 9923 US (New York)

Aviso de audiencia pública

El/La Brewster Housing Authority invita a todos los arrendatarios y al público en general a una revisión del Plan Anual Propuesto por la autoridad para el año fiscal 2024

El Plan anual tiene como objetivo dar a conocer las operaciones de la autoridad y sus planes para el año fiscal entrante en lo que respecta a sus iniciativas de vivienda pública con financiamiento estatal. El Plan anual propuesto comprende los siguientes elementos:

1. Plan de mejoras de capital propuesto (5 años)
2. Plan de mantenimiento y reparaciones propuesto
3. Presupuesto operativo actual
4. Respuestas a los hallazgos en la Revisión de gestión del desempeño (PMR)
5. Listado de las políticas de la autoridad de vivienda
6. Listado de las exenciones a las normas vigentes del Departamento de Vivienda y Desarrollo Comunitario (DHCD)
7. Otros elementos

Fecha y hora de la audiencia: **5:30 pm** del **06/21/2023**

Lugar de la audiencia: Frederick Court Community Room
11 Frederick Court
Brewster, MA 02631

Invitamos a los residentes y al público en general a leer el Plan anual antes de la audiencia y a hacer comentarios públicos por los medios que se indican más abajo. La autoridad tomará en consideración las inquietudes de cualquier organización de arrendatarios locales (LTO) o junta asesora de residentes (RAB) en relación con las necesidades y prioridades. Si las considera consistentes con los principios de buena gestión, la autoridad incorporará dichas necesidades y prioridades -en parte o en su totalidad- en la versión preliminar del plan. Los comentarios sustantivos se resumirán e incluirán en el Plan anual cuando este se envíe al Departamento de Vivienda y Desarrollo Comunitario (DHCD).

- o Puede obtener copias del Plan anual en la oficina de la autoridad o consultar el Plan por Internet en <https://tinyurl.com/LHA-MA-AnnualPlan>. El Plan está disponible únicamente en inglés.
- o Si desea hacer comentarios, puede hacerlo oralmente en la audiencia o enviar los comentarios por correo electrónico o postal a la oficina de la autoridad de vivienda. Los comentarios se deben recibir antes del cierre de la audiencia pública.
- o Si tiene una solicitud razonable en relación con una discapacidad, póngase en contacto con la oficina de la autoridad de vivienda antes del 05/31/2023 a las 1:00 pm.
- o Información de contacto de Brewster Housing Authority:
Oficina: 11 Frederick Court, Brewster, MA 02631
Teléfono: (508) 896-9800
Correo electrónico: director@brewsterhousing.org

សេចក្តីជូនដំណឹងអំពីសវនកម្មសាធារណៈ

**Brewster Housing Authority អញ្ជើញអ្នកជួល
និងសាធារណជនទូទៅទាំងអស់ឲ្យទៅពិនិត្យមើលឡើងវិញនូវផែនការ
ប្រចាំឆ្នាំដដែលមានដាក់សុន្ទីរបស់អាជ្ញាធរសម្រាប់ឆ្នាំសារពើពន្ធ
2024**

ផែនការប្រចាំឆ្នាំមានគោលបំណងផ្តល់ការយល់ដឹងអំពីប្រតិបត្តិការ និងផែនការរបស់អាជ្ញាធរសម្រាប់ឆ្នាំសារពើពន្ធជាមុននេះ ព្រោះរាល់ដំណើរការទាំងឡាយសាធារណៈដដែលជួយដោយរបៀបរបស់អាជ្ញាធរ។ ផែនការប្រចាំឆ្នាំដដែលមានដាក់សុន្ទីរ មានជាតុដូចខាងក្រោម៖

1. ផែនការកែលម្អអនុបត្តិការដដែលមានដាក់សុន្ទីរ (5 ឆ្នាំ)
2. ផែនការជួសជុល និងថែទាំដដែលមានដាក់សុន្ទីរ
3. ថវិកាប្រតិបត្តិការបច្ចុប្បន្ន
4. ការផ្តល់យោបល់លទ្ធផលនៃការពិនិត្យមើលឡើងវិញនូវការគ្រប់គ្រងការបំពេញការងារ (PMR)
5. បញ្ជីគោលនយោបាយអាជ្ញាធរលំនៅដ្ឋាន
6. បញ្ជីការលះបង់សិទ្ធិប្រទេសបញ្ញត្តិគ្រប់គ្រងរបស់ក្រសួងអភិវឌ្ឍន៍សហគមន៍ និងលំនៅដ្ឋាន (DHCD)
7. ធាតុផ្សេងទៀត

កាលបរិច្ឆេទ និងម៉ោងសវនកម្ម: **5:30 pm នៅ 06/21/2023**
 ទីកន្លែងសវនកម្ម: **Frederick Court Community Room
 11 Frederick Court
 Brewster, MA 02631**

គេហជន
 និងសាធារណជនទូទៅគួរមានអញ្ជើញឱ្យពិនិត្យមើលឡើងវិញនូវផែនការប្រចាំឆ្នាំមុនពេលបើកសវនាការហើយអាចបញ្ជូនមតិសាធារណៈដូចមានកត់សម្គាល់ខាងក្រោម។
 អាជ្ញាធរគួរតែគ្រប់គ្រងរាល់នាវាសម្រាប់អង្គការរបស់អ្នកជួលក្នុងមូលដ្ឋាន (LTO) ឬក្រុមប្រឹក្សាគោលការណ៍គេហជន (RAB) អំពីតម្រូវការ និងអាទិភាពនានា ហើយបញ្ជូនតម្រូវការ និងអាទិភាពទាំងនោះមួយចំនួន ឬទាំងអស់ទៅក្នុងសេចក្តីព្យាងផែនការ បើអាជ្ញាធរយល់ថាសមស្របជាមួយការគ្រប់គ្រងដដែលត្រឹមត្រូវ។ មតិសំខាន់ៗនឹងគួរមានសង្ខេប និងបញ្ជូនទៅក្នុងផែនការប្រចាំឆ្នាំ នៅពេលវាគួរមានដាក់ជូនក្រសួងអភិវឌ្ឍន៍សហគមន៍ និងលំនៅដ្ឋាន (DHCD)។

- o សេចក្តីដើម្បីផ្តល់នូវផែនការប្រចាំឆ្នាំ មាននៅការិយាល័យរបស់អាជ្ញាធរ ឬអាចពិនិត្យមើលឡើងវិញលើបណ្តាញតាមរយៈ: <<https://tinyurl.com/LHA-MA-AnnualPlan>>។ មានជាភាសាអង់គ្លេសសេចក្តីណែនាំ។
- o មតិណាអាចគួរមានផ្តល់ដោយផ្ទាល់មាត់នៅក្នុងសវនាការ ដោយផ្សព្វផ្សាយលើទូរទស្សន៍ការិយាល័យអាជ្ញាធរលំនៅដ្ឋាន ឬដោយដាក់មតិជាលាយលក្ខណ៍អក្សរនៅការិយាល័យអាជ្ញាធរលំនៅដ្ឋាន។ មតិណាគួរតែផ្តល់ឱ្យមានមុនពេលបិទសវនាការសាធារណៈ។
- o សម្រាប់សំណើសុំការសុំនាក់សមរម្យ សូមទាក់ទងការិយាល័យអាជ្ញាធរលំនៅដ្ឋានត្រឹមថ្ងៃ 05/31/2023 នៅម៉ោង 1:00 pm។
- o ព័ត៌មានទំនាក់ទំនងសម្រាប់ Brewster Housing Authority៖
 - ការិយាល័យ: 11 Frederick Court, Brewster, MA 02631
 - ទូរស័ព្ទ: (508) 896-9800
 - អ៊ីមែល: director@brewsterhousing.org

Thông báo Điều trần Công khai

Brewster Housing Authority

xin mời tất cả những người thuê nhà và cộng đồng đến tham dự buổi đánh giá Kế hoạch Hàng năm Đề xuất cho Năm Tài chính của Cơ quan Quản lý 2024

Kế hoạch Hàng năm này nhằm đem lại cái nhìn sâu sắc đối với các hoạt động của Cơ quan Quản lý và các kế hoạch cho năm tài chính sắp tới vì chúng ảnh hưởng đến vấn đề gia cư công cộng có sự trợ giúp của tiểu bang của Cơ quan Quản lý. Kế hoạch Hàng năm Đề xuất bao gồm các thành phần sau:

1. Kế hoạch Cải tạo Cơ bản Đề xuất (5 năm)
2. Kế hoạch Bảo trì và Sửa chữa Đề xuất
3. Ngân sách Vận hành Hiện tại
4. Trả lời đối với những phát hiện trong bản Đánh giá Quản lý Hoạt động (PMR)
5. Danh sách các chính sách của cơ quan quản lý gia cư
6. Danh sách các quyết định miễn tuân thủ các quy định chi phối của Sở Gia cư và Phát triển Cộng đồng (DHCD)
7. Các thành phần khác

Ngày và giờ điều trần: **5:30 pm** và **06/21/2023**

Địa điểm điều trần: Frederick Court Community Room
11 Frederick Court
Brewster, MA 02631

Các cư dân và cộng đồng được mời tham gia xem xét Kế hoạch Hàng năm trước phiên điều trần và có thể gửi ý kiến đóng góp của công chúng như được mô tả dưới đây. Cơ quan Quản lý phải cân nhắc các quan ngại của bất kỳ Tổ chức của Người Thuê nhà Địa phương (LTO) hay Hội đồng Cố vấn Cư dân (RAB) nào về các nhu cầu và ưu tiên và kết hợp một số hoặc tất cả các nhu cầu và ưu tiên đó trong bản thảo kế hoạch nếu Cơ quan Quản lý coi là phù hợp với việc quản lý hợp lý. Các ý kiến đóng góp có cơ sở sẽ được tóm tắt và đưa vào nội dung Kế hoạch Hàng năm khi nộp cho Sở Gia cư và Phát triển Cộng đồng (DHCD).

- o Các bản sao của Kế hoạch Hàng năm sẵn có tại văn phòng Cơ quan Quản lý hoặc quý vị có thể xem trực tuyến tại <https://tinyurl.com/LHA-MA-AnnualPlan>. Các bản này chỉ có bằng Tiếng Anh.
- o Các ý kiến đóng góp có thể được nộp bằng lời tại buổi điều trần, gửi email cho văn phòng cơ quan quản lý gia cư, hoặc nộp ý kiến bằng văn bản tại văn phòng cơ quan quản lý gia cư. Các ý kiến đóng góp phải được nhận không muộn hơn giờ kết thúc phiên điều trần.
- o Để đưa ra các yêu cầu về biện pháp điều chỉnh đặc biệt hợp lý, hãy liên hệ với văn phòng cơ quan quản lý gia cư trước 05/31/2023 lúc 1:00 pm.
- o Thông tin liên hệ cho Brewster Housing Authority:
Văn phòng: 11 Frederick Court, Brewster, MA 02631
Điện thoại: (508) 896-9800
Email: director@brewsterhousing.org

开公众听证会的通知

Brewster Housing Authority 邀请所有租户和公众 对本管理局的 2024 财政年度建议的《年度计划》进行审查

该《年度计划》旨在深入了解本管理局的运作和下一财政年度的计划，因为它们会影响到本管理局的由马萨诸塞州资助和管理的公共住房。建议的年度计划包括以下内容：

1. 建议的资本改善计划（5年）
2. 建议的维修计划
3. 当前的运营预算
4. 对绩效管理审查（PMR）调查结果的回应
5. 住房管理局政策一览表
6. 从住房和社区发展部（DHCD）的法规可豁免的条例清单
7. 其他基本点

听证会时间和日期: **5:30 pm** 在 **06/21/2023**

听证会地点: Frederick Court Community Room

11 Frederick Court

Brewster, MA 02631

请租户和公众在听证会之前审阅《年度计划》，并可以按照以下说明提交公众意见。本管理局将考虑任何地方租户组织（LTO）或居民咨询委员会（RAB）对需求和需优先考虑的事项的关注，并在管理局认为是与明智、稳妥的管理相一致的情况下，将部分或全部此类需求和需优先考虑的事项纳入计划草案。公众的实质性意见会被汇总并纳入《年度计划》，然后被提交给住房和社区发展部（DHCD）。

- 可以在管理局的办公室获得《年度计划》的副本，或者可以上网进入 <https://tinyurl.com/LHA-MA-AnnualPlan> 在线查看。那些副本或网上内容是用英语的。
- 各位要提出评论，可以在听证会上通过口头方式、或通过向住房管理局的办公室发送电子邮件、或在住房管理局的办公室当面提交书面评论。所有评论必须在公众听证会结束之前收到。
- 对于合理的需通融的要求，请在 05/31/2023 之前通过 1:00 pm 与住房管理局的办公室联系。
- Brewster Housing Authority 的联系方式：

办公室： 11 Frederick Court, Brewster, MA 02631

电话： (508) 896-9800

电子邮件： director@brewsterhousing.org

Aviso de Audiência Pública

O Brewster Housing Authority

convida todos os locatários e o público em geral para uma revisão do plano anual proposto pela Autoridade para o ano fiscal 2024

O Plano Anual é destinado a fornecer insights sobre as operações e planos da Autoridade para o próximo ano fiscal, uma vez que afetam as habitações públicas da Autoridade estadual. O plano anual proposto é composto pelos seguintes elementos:

1. Plano de melhoria de capital proposto (5 anos)
2. Plano de manutenção e reparação proposto
3. Orçamento operacional atual
4. Respostas aos achados da Revisão de Gerenciamento de Desempenho (PMR)
5. Lista de políticas da autoridade habitacional
6. Lista de isenções de regulamentos aplicáveis do Departamento de Habitação e Desenvolvimento Comunitário (DHCD)
7. Outros elementos

Data e hora da audiência: **5:30 pm** em **06/21/2023**

Local da audiência: Frederick Court Community Room
11 Frederick Court
Brewster, MA 02631

Os residentes e o público em geral são convidados a revisar o Plano Anual antes da audiência e podem enviar comentários públicos, conforme indicado abaixo. A Autoridade deve considerar as preocupações de qualquer Organização de Locatários Locais (LTO) ou Conselho Consultivo de Residentes (RAB) em relação às necessidades e prioridades e incorporar algumas ou todas essas necessidades e prioridades ao projeto do plano se a Autoridade considerar que é consistente com a boa gestão. Os comentários substanciais serão resumidos e incluídos no Plano Anual quando este for submetido ao Departamento de Habitação e Desenvolvimento Comunitário (DHCD).

- Cópias do Plano Anual estão disponíveis no escritório da Autoridade ou podem ser analisadas on-line em <https://tinyurl.com/LHA-MA-AnnualPlan>. Estas estão apenas no idioma inglês.
- Os comentários podem ser apresentados oralmente na audiência, por e-mail para o escritório da autoridade habitacional ou por escrito para o escritório da autoridade habitacional. Os comentários devem ser recebidos, no máximo, até o encerramento da audiência pública.
- Para solicitações razoáveis de acomodação, entre em contato com o escritório da autoridade habitacional em 05/31/2023 às 1:00 pm.
- Informações de contato para Brewster Housing Authority:
Escritório: 11 Frederick Court, Brewster, MA 02631
Telefone: (508) 896-9800
E-mail: director@brewsterhousing.org

Уведомление о публичном слушании

Brewster Housing Authority приглашает всех жильцов и представителей общественности принять участие в рассмотрении предлагаемого Жилищного управления Годового плана на фискальный год 2024

Целью Годового плана является представление сведений о деятельности и планах Жилищного управления на предстоящий фискальный год в том, что касается предоставления социального жилья Жилищным управлением при поддержке штата Массачусетс. Предлагаемый Годовой план включает следующие разделы:

1. Предлагаемый план капитального ремонта (5-летний);
2. Предлагаемый план технического обслуживания и ремонта;
3. Текущий операционный бюджет;
4. Ответы по результатам оценки организации хозяйственной деятельности (PMR);
5. Список политик Жилищного управления;
6. Список отказов от постановлений Департамента жилищного хозяйства и общественного развития (DHCD);
7. Другие разделы.

Время слушания: **5:30 pm** Дата слушания **06/21/2023**

Место проведения слушания: Frederick Court Community Room
11 Frederick Court
Brewster, MA 02631

Жильцы и представители общественности приглашаются принять участие в рассмотрении Годового плана перед началом слушания и могут делать открытые замечания, как указано ниже. Жилищное управление рассмотрит замечания Местной жилищной организации (LTO) или Жилищного консультационного совета (RAB), касающиеся потребностей и приоритетов жильцов, и включит все такие приоритеты и потребности или их часть в проект плана, если Жилищное управление посчитает, что они соответствуют принципам рационального управления. Содержательные замечания будут резюмированы и включены в Годовой план при его подаче в Департамент жилищного хозяйства и общественного развития (DHCD).

- o Копии Годового плана можно получить в офисе Жилищного управления или на сайте: <https://tinyurl.com/LHA-MA-AnnualPlan>. Документы доступны только на английском языке.
- o Замечания можно сделать устно в ходе слушания, а также отправить их по электронной почте в офис Жилищного управления или оставив их в письменном виде в офисе Жилищного управления. Замечания должны быть получены до закрытия публичного слушания.
- o Разумные запросы о размещении можно направить в офис Жилищного управления до 05/31/2023 1:00 pm.
- o Контактная информация Brewster Housing Authority:
Офис: 11 Frederick Court, Brewster, MA 02631
Телефон: (508) 896-9800
Адрес эл. почты: director@brewsterhousing.org

Avi Odisyon Piblik

The Brewster Housing Authority

ap envite tout lokatè ak piblik la an jeneral nan yon revizyon Plan Anyèl pou Ane Fiskal la ke Administrasyon an Pwopoze 2024

Plan Anyèl la fèt nan entansyon pou bay apèsi sou operasyon Otorite a ak plan pou ane fiskal k ap vini a nan fason k ap afekte lojman piblik Administrasyon ke eta a finanse. Plan Anyèl yo pwopoze a te gen eleman sa yo ladann:

1. Plan Amelyorasyon Kapital yo Pwopoze (5-an)
2. Plan Antretyen ak Reparasyon yo Pwopoze
3. Bidjè Operasyon Aktyèl
4. Rezilta Revizyon Repons Jesyon Pèfòmans lan (Performance Management Review, PMR)
5. Lis règleman administrasyon lojman yo
6. Lis egzonasyon règlemantasyon k ap fè otorite nan Depatman Lojman ak Devlopman Kominotè a (Department of Housing and Community Development, DHCD)
7. Lòt eleman yo

Dat ak lè odisyon: **5:30 pm** nan dat **06/21/2023**

Adrès odisyon an: Frederick Court Community Room
11 Frederick Court
Brewster, MA 02631

N ap envite rezidan yo ak piblik la an jeneral pou vin fè revizyon Plan Anyèl la avan odisyon an epi yo gendwa soumèt kòmantè piblik jan sa note annapre a. Administrasyon an pral konsidere enkyetid nenpòt Òganizasyon Lokatè Lokal (LTO) oswa Komite Konsiltatif Rezidan (Resident Advisory Board, RAB) anrapò ak bezwen preyorite epi enkòpore kèlke nan yo oswa tout nan bezwen sa yo ak priyorite yo nan dokiman plan an si Administrasyon an jije ke sa nesèsè pou on bon jesyon. Y ap fè rezime kòmantè enpòtan yo epi mete yo nan Plan Anyèl la lè yo te soumèt li bay Depatman Lojman ak Devlopman Kominotè (Department of Housing and Community Development, DHCD).

- Kopi Plan Anyèl yo disponib nan biwo Administrasyon an oswa w ka revize anliy nan <https://tinyurl.com/LHA-MA-AnnualPlan>. Sa yo se nan lang Anglè sèlman.
- Yo gendwa soumèt kòmantè yo vèbalman nan odisyon an, pa imèl bay biwo administrasyon lojman an, oswa nan soumisyon kòmantè ekri w yo nan biwo administrasyon lojman an. Yo ta dwe voye kòmantè yo nan yon moman ki pa pi ta pase odisyon piblik la.
- Pou demand akomodasyon rezonab kontakte biwo administrasyon lojman an kote w ap 05/31/2023 a 1:00 pm.
- Enfòmasyon kontak pou Brewster Housing Authority:
Biwo: 11 Frederick Court, Brewster, MA 02631
Telefòn: (508) 896-9800
Imèl: director@brewsterhousing.org

From: Kolva, Kathleen A CIV NG MAARNG (USA) <kathleen.a.kolva.civ@army.mil>
Sent: Tuesday, April 11, 2023 2:45 PM
To: Kolva, Kathleen A CIV NG MAARNG (USA)
Subject: Camp Edwards 2023 Public Tours, Grassland Bird Tours, Annual State of the Reservation Report
Attachments: Camp Edwards 2023 Public Tours.pdf; Grassland Bird Tours, 2023 CE.pdf

Good Afternoon,

***2023 PUBLIC TOURS OF CAMP EDWARDS ARMY NATIONAL GUARD TRAINING SITE:**

The weather is warming, and Camp Edwards is again offering public tours. This is an opportunity to learn firsthand about [Camp Edwards Soldier training](#), the [Natural Resources Program](#)'s habitat conservation, and the [Impact Area Groundwater Cleanup Program](#). These tours will be hosted monthly on Fridays, 9:00am-1:00pm. See the attachment for dates and details, including how to reserve your spot. We encourage you to share this opportunity with your community.

***GRASSLAND BIRD TOURS AT CAMP EDWARDS:**

The MA Army National Guard's Natural Resource Program is hosting six Grassland Bird Tours, late May-early June 2023. This is a unique opportunity for birders, naturalists, and photographers to walk through the Camp Edwards grasslands on a guide-led tour. Please see attachment for tour dates and registration information. These tours fill up **FAST**; if you're interested, reserve your spot ASAP.

***ANNUAL STATE OF THE RESERVATION REPORT, CAMP EDWARDS TRAINING YEAR:**

Please click this link to read the [Camp Edwards Annual State of the Reservation Report](#) for Training Year 2022 (Oct 1, 2021 - Sep 30, 2022).

The Annual Report details the military training and other activities occurring in the Camp Edwards Training Area/Upper Cape Water Supply Reserve on Joint Base Cape Cod. It also describes Massachusetts Army National Guard's compliance with environmental laws, regulations, and the 19 Environmental Performance Standards of Chapter 47 of the Acts of 2002.

Check out these websites for more information on the [Environmental Management Commission \(EMC\)](#) and [Camp Edwards Guiding and Regulatory Documents](#).

Best Regards,
Kathleen Kolva

Kathleen A. Kolva, Community Relations Specialist
MA Army National Guard - Camp Edwards Training Site
Joint Base Cape Cod

[Kathleen.a.kolva.civ@army.mil](mailto:kathleen.a.kolva.civ@army.mil)

Office: 339-202-9307

Cell: 774-286-6108

[Camp Edwards \(massnationalguard.org\)](http://massnationalguard.org)



Massachusetts Army National Guard **Environmental and Readiness Center**

CAMP EDWARDS ARMY NATIONAL GUARD TRAINING SITE

TOUR CAMP EDWARDS

- ★ Camp Edwards, on Joint Base Cape Cod, is hosting tours of the training area during 2023.
- ★ This is an opportunity for attendees to see and learn firsthand about Camp Edwards' Soldier training venues, Natural Resources Program and habitat conservation work, and the Impact Area Groundwater Cleanup Program.
- ★ Tour dates are: Friday, May 19
Friday, June 23
Friday, July 14
Friday, August 18
Friday, September 22
Friday, October 20
- ★ Each tour runs from 9 a.m. to 1 p.m.

Registration Information

Each tour is limited to 36 people and spots will be filled on a first come, first served basis.

To register for a tour, please send an email no later than noon on the Thursday prior to the tour to: Emily.d.kelly2.nfg@army.mil with your name and telephone number, or call 339-202-9341.

A confirmation email will be sent with further information including directions, meeting location and parking.

**Learn more about Camp Edwards'
training venues and habitat protection at:
www.massnationalguard.org/ERC/index.html**

Camp Edwards

Grassland Bird Tours



Credit: Massachusetts Army National Guard Natural Resource Office

The Massachusetts Army National Guard's Natural Resource Program is hosting grassland bird tours in May and June on Camp Edwards. This is an unusual opportunity for avid birders, naturalists and photographers to walk through the Camp Edwards grasslands on a guide-led tour.

There are several hundred acres of grassland managed on Camp Edwards at Joint Base Cape Cod. This thriving habitat, a rarity in the rest of Massachusetts, is home to a variety of grassland bird species including four state-listed species: Upland Sandpiper, Northern Harrier, Grasshopper Sparrow and the Eastern Meadowlark.

Other bird species you may encounter are the Clay Colored Sparrow, Prairie Warbler, and Brown

Thrasher along with other shrubland/grassland species. Additional information on the grassland habitat is available at www.massnationalguard.org/ERC/natural_habitat.htm. For a look at fascinating research on Joint Base Cape Cod grassland bird migration please visit: <https://vtecostudies.org/projects/grasslands/grassland-bird-migration-project/>

Each tour will cover approximately 150 acres of this rare and endangered habitat and will last around two hours. Attendees should bring sunscreen, tick protection, and water. Don't forget your binoculars and camera. Photography is encouraged.

Tour Dates and Registration Information

Each tour is limited to 20 people and spots will be filled on a first come, first served basis. All tours are from 6 a.m. to 8 a.m. Tour dates are:

- Saturday, May 20; registration deadline is Friday, May 12
- Wednesday, May 24; registration deadline is Wednesday, May 17
- Friday, May 26; registration deadline is Friday, May 19
- Saturday, May 27; registration deadline is Friday, May 19
- Wednesday, May 31; registration deadline is Wednesday, May 24
- Monday, June 5; registration deadline is Friday, May 26

Children over 10 years of age are welcome on the tour.

To register for a tour, please send an email to: emily.d.kelly2.nfg@army.mil, with your name, telephone number, and which tour date you would like. A confirmation email will be sent with further information including directions, base access, meeting place and parking.

Accessing Camp Edwards on Joint Base Cape Cod

Please remember, Camp Edwards is a restricted access facility and attendees must be registered to access the base. All attendees will be asked to provide their full names, driver's license number and date of birth to complete the registration process.



Credit: Massachusetts Army National Guard Natural Resource Office



Cape Light Compact

Your Trusted Local Energy Resource!

Attached for your information and dissemination to your Board of Selectmen/Town Council is the Cape Light Compact's (Compact) quarterly Energy Efficiency Report. The Report breaks out the detail specific to your town. To view your monthly reports from 2006 forward, please visit our website at www.capelightcompact.org/reports.

During

Residents and businesses participated
in our Energy Efficiency program

times.

incentive dollars were distributed to
residents and businesses.

kWh of energy saved.

short tons of CO₂ emissions prevented.

*If you have any questions about the attached report, please contact
Maggie Downey at (508) 375-6636*



Home Energy
Assessments



Business Energy
Assessments

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

Quarter:	1. Jul - Sept.	2. Oct - Dec	3. Jan - Mar	4. Apr - Jun	Year to Date
Service Provided					
Cash Assistance	\$19,066.34	\$28,096.00	\$49,470.31		\$96,632.65
# of Households **	44	56	93		193
Food: Value in \$	\$26,867.50	\$31,102.50	\$29,823.75		\$87,793.75
# of Orders **	183	208	226		617
# of Adults	131	167	260		558
# of Children	120	110	137		367
# of Seniors	87	56	80		223
Thanksgiving Baskets in \$	\$0.00	\$2,700.00			\$2,700.00
# of Orders **	0	27			27
# of People	0	71			71
Clothing Value in \$	\$2,342.50	\$3,112.50	\$3,377.50		\$8,832.50
# of Orders **	41	51	60		152
# of Adults	34	36	36		106
# of Children	19	29	22		70
# of Seniors	4	5	7		4
Holiday Toys Value in \$	\$0.00	\$1,350.00			
# of Families **	0	18			
# of Children	0	31			
** Total Units of Service	268	360	379		989
Value per Unit of Service	\$180.14	\$184.34	\$218.13		\$198.14
TOTAL CASH VALUE	\$48,276.34	\$66,361.00	\$82,671.56		\$195,958.90

Town of Brewster

Semi-Annual January 1st - June 30, 2023 Statistics through March 31, 2023

Program:	#Units
Adaptive Aids	34
Home Independence Visits	0
Education and Awareness	47
Information & Referral	28
Outreach	31
Activities	1
Self Help Support Groups	25

Sight Loss Services, Inc.
900 Route 134, Unit 3-25
South Dennis, MA 02660

**FY 21 Brewster Regional CDBG Grant
Quarterly Report
For the period ending 3/31/23**

Administration & Management

The Brewster Regional CDBG grant is progressing very well. We are on schedule to complete the program on time and despite challenges, including longer-than-usual material delays and the need to hire and train a new Rehab Specialist. We are fortunate to have two experienced Rehab Specialists working with us now and they have adapted their skills to coincide with the more stringent requirements of our program. The town of Brewster is very responsive to all grant needs and is an exceptional lead community. The fiscal component of the CDBG grant is functioning very well.

Housing Rehab Program

We have **13** projects in the pipeline: **10** under contract of which: **6** completed and closed out, **3** under construction with **1** septic installation still underway, complicated by town water hook up due to a contaminated well, **1** was moved over from FY20 when at the 11th hour severe mold was discovered as the bathroom was getting a tub to walk-in shower for the elderly homeowner. We have **3** projects out to bid and loans to close next week (April 17th) and several in the application phase. The breakouts are **Brewster 4** projects, **Dennis 5** projects and **Wellfleet 4** projects. **Six** households are elderly (2 single females and 2 couples) and **3** are families, one with children under 6. Lead and septic are the big money items this grant cycle. The 2 of the 3 going out to bid have significant lead hazards that must be addressed: one being a young family with two children under two years old living in an antique home circa 1740. The other lead project is owned by a senior. There is lead literally everywhere along with a leaking roof and glass fuses. Each item is an emergency and left undone would pose seriously hazardous conditions for the homeowner. Sorting through the intense lead reports and searching for the most economical means to address the issue has been a monumental task, requiring several visits with the rehab specialist, moderate risk GCs and a high risk deleader. The third project going out to bid is a mobile home. Everything seems to be outside the box this grant cycle!

Operations

Our new primary rehab specialist hit the ground running with heroic efforts to make up for lost time. We are now setting our sights on recruiting more GCs for the program. We had 2 new GCs join in on walk throughs for the new grant and one is working on getting his own GC license after working as a sub for several years. Since we are working off a substantial waitlist (with more calls coming in every day), expanding our GC list is now a priority. We now only have 3 GCs from our pre-Covid roster, so it is time to search out new talent.

Marketing in the Community

Towns continue to do an excellent job of updating their sites and sharing information. Word of mouth is by far the most effective and widespread. The COAs are featuring a blurb about the Housing Rehab Program in each newsletter.

FY21 Program ~ Aftershocks & Inflation.

As if supply disruptions weren't enough to slow down progress last cycle, this cycle we are grappling with high costs of everything on Cape Cod and a labor shortage due to the lack of affordable housing for workers and those that have workers are still super busy. Everything is taking longer to schedule, i.e., permitting, septic designs & installations, plumbers, electricians, and our high risk deleader is coming from off Cape and we are using him more and more due to the increased presence of lead in these projects. Prices are coming in very high, so we are working diligently to enlist other collaborators to leverage funds. For far we have 5 households that have been referred to Cape Light Compact for heat pumps due to their failed or non-existent heating situations. Lead paint hazards and septic systems are prevalent in this grant cycle

and almost every project is hitting their funding capacity and some exceeding. We are struggling to fund the most critical issues and preventive repair that we used to be able to address (energy efficiency) are falling off the scope. We have reached out to the Red Cross to enlist their assistance with smokes/CO2s. It is not much – but every bit helps now.

PERFORMANCE MEASURES - HOUSING REHABILITATION:

- # of homeowner units occupied by elderly: 11
- # of homeowner units moved from substandard to standard: **10**
- # of homeowner units made accessible: 3
- # of homeowner units brought into compliance with lead safety rules: **5**

LEAD PAINT REPORTING

<u>*Applicable Lead Paint Requirement:</u>		<u>*Lead Hazard Remediation Action</u>	
Housing constructed before 1978	9	Lead safe Work Practices ~ (Hard costs <\$5k)	4
Exempt: housing constructed 1978 or later	4	Interim Control or Std Practices ~ (Hard costs \$5K -\$25K)	3
Otherwise exempt		Abatement ~ (Hard costs > \$25,000)	2
Exempt: Hard costs <= \$5,000			
Total	13	Total	9

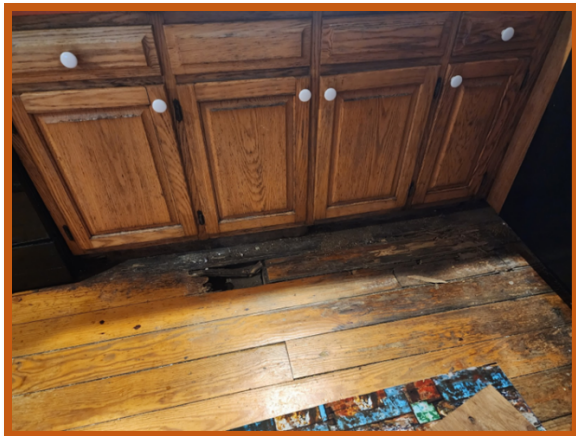
*****as projects come under contract, the performance measures & the lead hazard remediation action will be filled in.**

Real Life in Wellfleet: A homebound elderly woman battle health issues, isolation & collapsing floors.

- Failed roof – replace roof & gutters; deteriorated siding and trim – replace; replace inefficient doors.
- Failed bulkhead and access – bulkhead stairs collapsed causing her primary Homeowner’s Insurer to cancel her. She currently gets her homeowner’s insurance through the bank that carries her HELOC. These repairs will allow her to get fully insured again; Barrier removal – steps & railing to access the driveway, bathroom & kitchen mods to create walk in shower, widened door to bathroom and kitchen repairs to rotted flooring and counters. **Conclusion ~ the building permit was delayed until a septic inspection could be conducted. Good news here, no septic replacement is needed! The town conditionally passed the system with a pump & repair, though it will need a new system upon sale of the home.**

Before ~ All kinds of code deficiencies-inside and out.





After ~ The homeowner's insurance inspector will be happy to see this repair!





It should be noted here that we have some of the best humans (GC~Cedar Crest Properties) working in this program. These kitchen cabinets were infested with mice. Because the project was hitting the 50K cap, the GC took care of the unwanted intruders as a humanitarian gesture- no charge. This is one lucky homeowner.

FY21 Brewster Childcare Subsidy Program

The FY21 Brewster Regional Childcare Subsidy Program has had another successful quarter, with more applicants joining the program and participating families continuing to bill for their childcare costs. Over the next quarter, we anticipate that many families will be shifting gears towards summer, a busy season in the area for local families who are employed in the service sector. We're prepared to assist those families with the search for summer childcare and the application process. To date we have received 24 applications and approved 14, a total of 19 children. We've encumbered just shy of 60% of funds so far.

Performance Measures:

New Access: 14

Improved Access: 5

No Longer Substandard: 0

**INTERIM PUBLIC HEARING NOTICE
FY21 BREWSTER REGIONAL CDBG GRANT**

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the **Brewster FY21 Regional CDBG Interim Public Hearing on Thursday, May 11, 2023 at 11 am** will be physically closed to the public and conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the grant administrator's website, at www.baileyboyd.com. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real-time, via technological means. To participate and/or comment on your computer or smartphone, go to <https://us02web.zoom.us/j/81787933564> or call 309-205-3325, when prompted enter meeting id# 817 8793 3564. The housing rehab and childcare subsidy programs will be discussed. Residents from Brewster, Dennis and Wellfleet are welcome and will be heard. For additional information contact Cassie Boyd Marsh, Grant Administrator, at 508-430-4499 x1 or email cboyd@baileyboyd.com



INDEPENDENCE
H O U S E

Independence House, Inc.

**160 Bassett Lane
Hyannis, MA 02601**

**Tel. 508 771-6507
Fax: 508 778-0143**

**24-HOUR HOTLINE
1 800 439-6507**

April 10, 2023

Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Grantor,

Happy Spring! Enclosed you will find the statistics for January, February, March, and 3rd Quarter.

A few quick items to note: In March Independence House with our co-sponsors the Cape & Islands District Attorney's Office, Yarmouth Police, and Barnstable County Sheriff's office held White Ribbon events in Wellfleet, Falmouth, Yarmouth, and at Cape Cod Community College. This month we are holding events across the for Sexual Assault Awareness Month.

Thank you for your continued support! If you have any questions regarding the report or other items, please do not hesitate to contact me at 508-771-6507 x235 or bobr@indhouse.net.

Sincerely,

Bob Ravenelle

Director of Domestic & Sexual Violence and
Grants & Contract Management

**Independence House
January 2023 FY 2023**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	52.75	12.25	6.00	0.00	6.25	0.00	20.00	7.25	9.50	5.00	2.00	7.25	0.00	0.00	19.75	7.75	77	64	141	155.75
258E-Harrasment Order	16.00	2.50	2.50	0.00	3.25	0.00	3.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	12.75	2.50	21	17	38	43.50
Childcare	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0	3	3	4.00
Children Exposed to DV	14.50	0.00	4.25	0.00	0.00	0.00	23.50	0.00	2.25	0.00	0.00	3.50	3.00	0.00	3.00	0.00	8	33	41	54.00
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group	5.00	2.00	3.00	0.00	2.00	1.00	2.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	4.00	2.00	5	24	29	22.00
Domestic Violence Hotline	5.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	2.00	1.00	0.00	0.00	0.00	0.00	2.00	23.00	0	0	0	36.00
Domestic Violence Services	134.00	19.25	9.50	5.75	10.00	5.00	67.25	22.25	17.75	12.50	5.00	27.25	5.50	0.00	48.00	20.00	54	155	209	409.00
Food Pantry	16.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00	1.00	0	0	0	23.00
Housing Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	4	4	0.00
Medical Advocacy	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25	0.00	0.00	4.75	0.00	3	0	3	9.00
Other Calls	18.00	0.00	2.00	0.00	0.00	0.00	3.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	101.00	0	0	0	131.00
Outreach/ Education	5.00	0.00	1.00	0.00	0.00	0.00	1.50	0.00	0.50	1.00	0.00	0.00	0.00	0.00	5.50	0.00	0	73	73	14.50
Prevention Activities	3.00	1.00	1.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0	23	23	8.50
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0.00
Sexual Assault	26.75	0.00	9.75	1.75	6.75	0.00	11.50	6.75	7.00	0.00	5.75	4.50	0.00	0.00	0.00	0.00	13	29	42	80.50
Sexual Assault Group	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0.00
Sexual Assault Hotline	2.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	3.00	0	0	0	9.00
Survivors of Homicide	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0	5	5	10.00
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Services	12.00	1.00	0.00	0.00	1.00	0.00	8.75	1.00	1.00	2.00	3.00	0.00	0.00	0.00	2.25	0.00	5	17	22	32.00
Total New Clients	65	13	9	0	5	0	26	9	11	3	1	7	0	0	24	13				186
Total Unduplicated Clients	174	18	15	3	16	3	55	13	17	14	6	17	3	0	71	22				447
Total Clients	239	31	24	3	21	3	81	22	28	17	7	24	3	0	95	35				633
TOTAL (Units)	320.00	38.00	40.00	7.50	32.25	6.00	144.00	43.25	44.00	22.50	15.75	44.75	8.50	0.00	110.00	165.25	186.00	447.00	633	1041.75

**Independence House
February 2023 FY 2023**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	63.00	18.00	4.75	6.75	21.25	3.00	15.75	2.75	18.00	1.25	0.00	6.25	0.00	0.00	16.50	10.00	66	108	174	187.25
258E-Harrasment Order	17.25	0.00	0.25	0.00	0.00	0.00	8.00	3.00	3.00	0.00	0.00	1.50	0.00	0.00	19.00	4.50	21	32	53	56.50
Childcare	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	1	1	1.50
Children Exposed to DV	10.75	0.00	2.00	0.00	0.00	0.00	15.75	0.00	1.75	0.00	0.00	2.25	1.00	0.00	5.75	0.00	3	33	36	39.25
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group	10.00	3.00	2.00	0.00	3.00	0.00	1.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	3.00	4.00	17	19	36	28.00
Domestic Violence Hotline	19.00	0.00	1.00	0.00	3.00	0.00	3.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	6.00	46.00	0	0	0	81.00
Domestic Violence Services	116.50	13.75	8.00	3.00	7.75	1.00	38.00	16.00	19.25	10.75	5.00	18.00	1.00	0.00	39.00	25.75	59	145	204	322.75
Food Pantry	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4.00	0	0	0	18.00
Housing Stabilization	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0	4	4	2.25
Medical Advocacy	0.00	0.00	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	0	1	5.25
Other Calls	32.00	0.00	0.00	0.00	1.00	0.00	2.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	9.00	95.00	0	0	0	140.00
Outreach/ Education	9.50	2.00	0.00	0.00	0.00	1.50	0.00	1.50	2.00	0.00	0.75	0.00	0.00	0.00	3.25	2.00	0	321	321	22.50
Prevention Activities	4.50	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.50	0.00	0	25	25	8.50
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0.00
Sexual Assault	22.25	0.00	9.25	0.00	3.25	0.00	15.75	6.75	6.25	0.00	4.50	4.00	0.00	0.00	3.75	0.00	13	31	44	75.75
Sexual Assault Group	3.00	0.00	0.00	3.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	3	4.00	7	18.00
Sexual Assault Hotline	5.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	17.00	0	0	0	25.00
Survivors of Homicide	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	1.00	3.00	0	5	5	10.00
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Services	12.00	0.00	0.00	0.00	1.50	0.00	8.50	4.25	4.75	2.00	2.25	0.00	0.00	0.00	5.25	0.00	6	20	26	40.50
Total New Clients	67	10	2	2	12	3	21	10	17	1	0	2	0	0	21	21				189
Total Unduplicated Clients	277	23	12	7	22	26	54	54	42	7	8	20	3	0	82	111				748
Total Clients	344	33	14	9	34	29	75	64	59	8	8	22	3	0	103	132				937
TOTAL (Units)	342.25	38.75	28.25	13.75	40.75	10.75	113.75	35.25	64.50	14.00	12.50	33.50	2.00	0.00	120.00	212.00	189	748	937	1082.00

**Independence House
March 2023 FY 2023**

	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	42.25	7.00	3.25	4.25	14.00	5.25	23.75	8.00	7.50	4.00	0.25	12.00	2.00	2.50	12.50	16.00	62	97	159	164.50
258E-Harrasment Order	16.50	3.25	0.00	0.00	0.75	0.00	2.75	0.00	1.75	0.00	0.00	2.50	0.00	0.00	4.25	9.50	20	28	48	41.25
Childcare	1.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	2	2	2.00
Children Exposed to DV	12.50	0.00	4.00	0.00	0.00	0.00	22.50	0.00	2.25	0.00	0.00	2.00	3.25	0.00	8.50	0.00	4	27	31	55.00
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Domestic Violence Group	7.00	4.00	4.00	0.00	5.00	1.00	4.00	1.50	6.00	1.50	0.00	0.00	0.00	0.00	9.00	7.50	17	44	61	50.50
Domestic Violence Hotline	24.00	1.00	4.00	2.00	2.00	0.00	4.00	2.00	2.00	3.00	0.00	2.00	1.00	0.00	2.00	38.00	0	0	0	87.00
Domestic Violence Services	134.00	29.25	12.50	12.25	16.50	4.50	78.50	38.25	18.00	25.25	6.75	25.75	2.50	0.00	49.00	30.00	76	160	214	483.00
Food Pantry	9.00	0.00	1.00	1.00	2.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00	0	0	0	22.00
Housing Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	4	4	0.00
Medical Advocacy	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	2	0	2	6.50
Other Calls	42.00	1.00	0.00	0.00	3.00	0.00	5.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	79.00	0	0	0	133.00
Outreach/ Education	2.50	2.00	2.00	0.00	0.00	0.50	2.00	0.00	0.00	0.00	0.00	1.00	0.00	2.00	4.00	0.00	0	145	145	16.00
Prevention Activities	7.50	0.00	0.50	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0	44	44	10.50
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0.00
Sexual Assault	47.75	0.00	9.50	2.75	4.75	0.00	19.25	11.75	4.50	1.00	3.50	5.75	0.00	0.00	6.75	0.00	16	35	51	117.25
Sexual Assault Group	5.00	0.00	0.00	3.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0	6.00	6	15.00
Sexual Assault Hotline	5.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	0	0	0	10.00
Survivors of Homicide	2.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	2.00	4.00	0	5	5	13.25
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0.00
Teen Services	13.00	0.00	0.00	0.00	0.00	0.00	11.25	0.00	0.50	0.00	1.00	0.00	0.00	0.00	0.75	0.00	4	13	17	26.50
Total New Clients	66	12	5	7	9	0	28	8	7	8	1	8	1	1	12	28				201
Total Unduplicated Clients	174	33	32	8	23	11	96	16	22	8	5	45	3	21	74	39				610
Total Clients	240	45	37	15	32	11	124	24	29	16	6	53	4	22	86	67				811
TOTAL (Units)	371.25	37.50	38.75	21.75	42.50	15.75	165.75	47.50	47.25	23.00	9.75	52.50	11.75	4.50	108.25	181.50	201	610	789	1253.25

Independence House
Third Quarter January-March 2023 FY 2023

Third Quarter FY	Barn	Bour	Brew	Chat	Den	East	Falm	Harw	Mash	Orlns	Ptown	Sand	Truro	Well	Yarm	Other/ Unkn	Undup/ New	Ongoing Clients	Total Clients	Total Units of Service
209A-Restraining Orders	158.00	37.25	14.00	11.00	41.50	8.25	59.50	18.00	35.00	10.25	2.25	25.50	2.00	2.50	48.75	33.75	205.00	269.00	474	507.50
258E-Harrasment Order	49.75	5.75	2.75	0.00	4.00	0.00	13.75	3.00	4.75	0.00	0.00	5.00	0.00	0.00	36.00	16.50	62.00	77.00	139	141.25
Childcare	5.50	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	6.00	6	7.50
Children Exposed to DV	37.75	0.00	10.25	0.00	0.00	0.00	61.75	0.00	6.25	0.00	0.00	7.75	7.25	0.00	17.25	0.00	15.00	93.00	108	148.25
Children's Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
Domestic Violence Group	22.00	9.00	9.00	0.00	10.00	2.00	7.00	1.50	8.00	2.50	0.00	0.00	0.00	0.00	16.00	13.50	39.00	87.00	126	100.50
Domestic Violence Hotline	48.00	1.00	6.00	2.00	6.00	0.00	8.00	2.00	7.00	4.00	0.00	2.00	1.00	0.00	10.00	107.00	0.00	0.00	0	204.00
Domestic Violence Services	384.50	62.25	30.00	21.00	34.25	10.50	183.75	76.50	55.00	48.50	16.75	71.00	9.00	0.00	136.00	75.75	189.00	460.00	649	1214.75
Food Pantry	38.00	0.00	1.00	1.00	3.00	4.00	0.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	6.00	7.00	0.00	0.00	0	63.00
Housing Stabilization	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.00	12.00	12	2.25
Medical Advocacy	3.00	0.00	0.00	3.00	0.00	5.25	0.00	0.00	0.00	0.00	0.00	1.25	0.00	0.00	4.75	3.50	6.00	0.00	6	20.75
Other Calls	92.00	1.00	2.00	0.00	4.00	0.00	10.00	6.00	1.00	1.00	0.00	0.00	0.00	0.00	12.00	275.00	0.00	0.00	0	404.00
Outreach/ Education	17.00	4.00	3.00	0.00	0.00	2.00	3.50	1.50	2.50	1.00	0.75	1.00	0.00	2.00	12.75	2.00	0.00	539.00	539	53.00
Prevention Activities	15.00	3.00	1.50	0.00	0.00	0.00	3.50	0.00	0.00	0.00	0.00	1.50	0.00	0.00	3.00	0.00	0.00	92.00	92	27.50
SafeHomes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
Sexual Assault	96.75	0.00	28.50	4.50	14.75	0.00	46.50	25.25	17.75	1.00	13.75	14.25	0.00	0.00	10.50	0.00	42.00	95.00	137	273.50
Sexual Assault Group	8.00	0.00	0.00	6.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00	0.00	3.00	10.00	13	33.00
Sexual Assault Hotline	12.00	0.00	2.00	0.00	1.00	0.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	22.00	0.00	0.00	0	44.00
Survivors of Homicide	9.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	3.00	11.00	0.00	15.00	15	33.25
Teen Groups	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
Teen Services	37.00	1.00	0.00	0.00	2.50	0.00	28.50	5.25	6.25	4.00	6.25	0.00	0.00	0.00	8.25	0.00	15.00	50.00	65	99.00
Total New Clients	198.00	35.00	16.00	9.00	26.00	3.00	75.00	27.00	35.00	12.00	2.00	17.00	1.00	1.00	57.00	62.00				576
Total Unduplicated Clients	625.00	74.00	59.00	18.00	61.00	40.00	205.00	83.00	81.00	29.00	19.00	82.00	9.00	21.00	227.00	172.00				1805
Total Clients	823	109	75	27	87	43	280	110	116	41	21	99	10	22	284	234				2381
TOTAL (Units)	1033.50	124.25	110.00	49.50	122.00	32.00	434.75	142.00	156.00	72.25	39.75	129.25	19.25	4.50	339.25	568.75	576	1805	2381	3377.00

Housing Coordinator Update March 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14)
 - Responded to email and phone requests for information and assistance, 63 total requests for housing information (43) or assistance (20). Open office hours Thursday from 10-noon.
 - New website, and Housing Office webpage, debuted. Completed Housing Program annual report.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Continued work throughout report. Exploring oversight & parameters of affordable buydown program.
3. Community Housing Parcel off Millstone (SB Strategic Plan H-4, HPP Strategies #12 & 16)
 - Zoning Board of Appeals (ZBA) Comprehensive Permit hearing continued for Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC). Provided information. Compiled Brewster affordable housing parking lot use data.
 - Housing Partnership provided a letter of support to the ZBA regarding Millstone affordable housing.
4. Redevelop Existing Properties for Affordable Housing (HPP Strategy #5)
 - Serenity at Brewster (55+ rental housing, 27 affordable units): With Asst. Manager Kalinick, met with on-site manager. Affordable units all leased. Approx. 30 market rate units remain available. Bus working well.
5. Comprehensive Permit Projects (HPP Strategy #16)
 - Brewster Woods (30 affordable rental units): Fully leased. 30 units restored to SHI. CPC closed out funds.
 - Habitat for Humanity Red Top Road (2 affordable homes): Amended regulatory agreement approved by Select Board. Received affirmative fair housing marketing plan for homes.
6. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategy #20)
 - Brewster's rental assistance program- Met with HAC about program. 6 households have monthly assistance.
 - Community Development Block Grant (CDBG)- 10 housing rehab projects underway, three large projects.
7. Subsidized Housing Inventory (SHI) (HPP Strategy #21 & 22)
 - 212 Yankee Drive- Mold and infestation remediation complete. Housing Trust approved funds for repair of septic system. Plumber to test plumbing, heating, and piping systems. This will inform scope of work.
 - 11 Sean Circle- Freddie Mac did septic work, looking to sell. Site visit with HAC to determine status.
 - 14 Yankee Drive- CPC approved \$62,500 buydown enabled affordable resale. Documents prepared and signed. Closing completed and home sold.
8. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - Reevaluating ADU/ACDU bylaw. Met with Town Planner Idman and Asst. Town Manager Kalinick, Met with CDP about Brewster residents/ADU Resource Center. Also discussed ADU resources with HAC.
 - Plan to hold educational session about Local Preference for several boards/ committees in June.
9. Collaboration (HPP Strategy #7)
 - Met with Harwich Housing Advocate as well as HAC about Brewster's Housing Program; discussed deed restriction feasibility study with Community Development Partnership; took part in a Tufts/ MHP study, including survey & interview, on Housing Trusts; and attended Making the Case call & HOME Consortium.

Upcoming Events:

- Brewster Woods Ribbon Cutting Tuesday May 9th, time TBD.
- Brewster Regional CDBG Housing Rehab & Childcare Interim Public Hearing May 11th at 11AM, Zoom.
- Marketing expected to begin in May for two affordable 3-bedroom Habitat homes on Phoebe Way.

Personnel

- Participated in CPC, Housing Partnership, and ZBA meetings. Worked with: Assessor's, Building, Council on Aging, Finance, Health, Planning, Public Works, Sea Camps Discovery, Water, and Town Administration.
- Attended training for 30B Procurement Law and new website. Completed state ethics training.



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

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

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

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	3,408,555.46	3,294,393.09	3,268,481.19
Your change in investment value for the period was:	41,257.58	95,419.95	121,331.85
Your exchanges from (to) the Cash Fund for the period were:	60,000.00	120,000.00	120,000.00
Your ending net asset value for the period was:	<u>3,509,813.04</u>	<u>3,509,813.04</u>	<u>3,509,813.04</u>
Net Change in Investment Value represents the net change through investment activities as follows:			
Gross Investment Income:	10,401.04	61,687.74	20,328.53
Less Management Fees:	(2,899.91)	(12,338.65)	(4,364.32)
Net Investment Income:	<u>7,501.13</u>	<u>49,349.09</u>	<u>15,964.21</u>
Net Fund Unrealized Gains/Losses:	29,179.96	37,081.52	97,412.89
Net Fund Realized Gains/Losses:	<u>4,576.49</u>	<u>8,989.34</u>	<u>7,954.75</u>
Net Change in Investment Value as Above:	<u>41,257.58</u>	<u>95,419.95</u>	<u>121,331.85</u>

As of March 31, 2023 the net asset value of your investment in the SRBT Fund was: **\$3,509,813.04**

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



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

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

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

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	0.00	0.00	0.00
Your investment income for the period was:	0.00	0.00	0.00
Your total contributions for the period were:	60,000.00	120,000.00	120,000.00
Your total redemptions for the period were:	0.00	0.00	0.00
Your total exchanges for the period were:	(60,000.00)	(120,000.00)	(120,000.00)
Your state appropriations for the period were:	0.00	0.00	0.00
Your ending net asset value for the period was:	0.00	0.00	0.00

As of March 31, 2023 the net asset value of your investment in the Cash Fund was: \$0.00

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



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

PHTF90200002
Commonwealth Of Massachusetts

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

Town of Brewster Investment Detail 3/31/2023

	Investments	Units Of Participation	Cost	Price	Market Value	Unrealized Gain/Loss
13,783.831	HCST OPEB MASTER TRUST		3,408,645.52	254.6326	3,509,813.04	101,167.52
	Total Investment:		3,408,645.52		3,509,813.04	101,167.52



Pension Reserves Investment Management Board

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Town of Brewster Statement of Change In Net Assets 03/31/2023

	Current Period		Fiscal Year		Year To Date	
	3/1/2023	3/31/2023	7/1/2022	3/31/2023	1/1/2023	3/31/2023
NET ASSETS - BEGINNING OF PERIOD		3,408,555.46		3,294,393.09		3,268,481.19
DISBURSEMENTS:						
CASH FUND EXCHANGES		60,000.00		120,000.00		120,000.00
RECEIPTS:						
CONTRIBUTIONS:						
PARTICIPANTS		60,000.00		120,000.00		120,000.00
INVESTMENT INCOME:						
UNREALIZED GAIN/LOSS-INVESTMENT		29,179.96		37,081.52		97,412.89
MASTER TRUST ALLOCATED EXPENSES		-548.22		-2,276.01		-668.82
MASTER TRUST CHANGE IN REALIZED G/L		4,576.49		8,989.34		7,954.75
MASTER TRUST INVESTMENT INCOME		10,401.04		61,687.74		20,328.53
MT ALL INVESTMENT MANAGER FEES		-2,351.69		-10,062.64		-3,695.50
UNIT EXCHANGES		60,000.00		120,000.00		120,000.00
Total Receipts		161,257.58		335,419.95		361,331.85
Total Disbursements:		60,000.00		120,000.00		120,000.00
Net Assets - End of Period:		3,509,813.04		3,509,813.04		3,509,813.04

STATEMENT EXPLANATION

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

CAPITAL ACCOUNT

Summary of Account Activity:	A summary statement produced for your investment in the State Retiree Benefits Trust Fund (SRBTF) includes both month-to-date and fiscal year-to-date information. This statement is also furnished to the Public Employee Retirement Administration Commission (PERAC).
Your beginning net asset value for the period:	The total balance of your investment as of the opening date of the statement period.
Your change in investment value for the period:	The total increase or decrease in your investment includes net investment income, realized gains or losses, and unrealized gains or losses.
Your total exchanges from (to) cash fund:	Movement of funds occurring on the first business day of each month between your Cash Fund and Capital Account (SRBTF).
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.
Gross investment income:	Represents your allocable share of the SRBTF's income associated with securities and other investments (i.e. real estate), except for realized and unrealized gains or losses. It is principally interest, dividends, real estate income, and private equity income.
Management fees:	Represents your allocable share of the SRBTF's expenses related to PRIM's investment advisors, consultants, custodian and operations expenses.
Net investment income:	Represents your allocable share of the SRBTF's gross investment income, less Management Fees.
Net fund unrealized gains/losses:	Represents your allocable share of the SRBTF's increase or decrease in value, attributed to a change in value of securities or other investments held in the PRIT Fund, relative to original cost. These gains or losses are "unrealized" because the investments have not yet been sold.
Net fund realized gains/losses:	Represents your allocable share of the SRBTF's increase or decrease in value attributed to the PRIT Fund's sale of securities or other investments (i.e. real estate property). Whether you "realize" a gain or loss depends upon the price at which the investment was sold in relation to its original purchase price.

CASH FUND

Your beginning net asset value for the period:	The total balance of your investment as of the opening date of the statement period.
Your investment income for the period:	Interest earned for the period.
Your total contributions for the period:	Sum of all funds (i.e. wires and/or checks) sent into your SRBTF account during the statement period. Cash contributed any day during the month except the first business day will remain in your Cash Fund until the first business day of the following month, when it will then be exchanged into the General Allocation Account (SRBTF).
Your total redemptions for the period:	Sum of all funds sent by wire from the PRIT Fund's custodian bank to your government entity during the statement period. A redemption made be made at any time throughout the month as long as your Cash Fund balance equals or exceeds the amount you wish to redeem.
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.

**PENSION RESERVES INVESTMENT TRUST
SUMMARY OF PLAN PERFORMANCE
RATES OF RETURN (GROSS OF FEES)
Periods Ending March 31, 2023**

	NAV \$ (000)	Target Allocation Range	Actual Allocation %	Month	FY '23	Calendar YTD	1 Year	3 Year	5 Year	10 Year	Since Inception
GLOBAL EQUITY	36,833,210	32 - 42%	38.9%	2.38	10.70	7.37	-6.32	16.42	6.82	8.36	6.44
CORE FIXED INCOME	13,096,246	12 - 18%	13.8%	2.96	-1.47	4.28	-9.09	-3.85	1.41	2.42	6.50
VALUE ADDED FIXED INCOME	6,771,371	5 - 11%	7.2%	0.68	5.15	2.96	-0.83	7.78	4.24	4.30	7.38
PRIVATE EQUITY	16,450,010	13 - 19%	17.4%	0.99	-5.41	0.81	-7.79	23.98	21.68	20.62	15.81
REAL ESTATE	10,263,020	7 - 13%	10.9%	-2.47	-2.29	-1.40	-1.59	12.87	9.80	10.17	7.05
TIMBERLAND	2,968,719	1 - 7%	3.1%	0.53	4.11	0.45	6.98	8.25	5.25	6.04	8.10
PORTFOLIO COMPLETION STRATEGIES	7,975,384	7 - 13%	8.4%	-0.92	1.67	1.34	-1.60	5.67	2.77	3.75	4.11
OVERLAY	192,095	0.0%	0.2%	9.57	10.43	8.52	-6.18	14.61	5.91		10.92
TOTAL CORE	94,589,322	100%	100%	1.22	3.09	3.74	-5.50	11.70	7.40	8.22	9.22
<i>IMPLEMENTATION BENCHMARK (using short term private equity benchmark) ¹</i>				<i>1.14</i>	<i>3.13</i>	<i>3.33</i>	<i>-4.82</i>	<i>11.03</i>	<i>7.13</i>	<i>7.61</i>	<i>9.54</i>
<i>TOTAL CORE BENCHMARK (using private equity) ²</i>				<i>1.26</i>	<i>6.09</i>	<i>3.87</i>	<i>-1.38</i>	<i>9.94</i>	<i>6.30</i>	<i>6.86</i>	<i>9.31</i>
PARTICIPANTS CASH	22,291			0.40	2.67	1.14	2.84	1.03	1.49	1.00	3.45
TEACHERS' AND EMPLOYEES' CASH	54,009			0.40	2.62	1.13	2.79	1.01	1.47	0.98	2.34
TOTAL FUND	94,665,622			1.22	3.08	3.73	-5.48	11.67	7.38	8.20	9.26

MEMORANDUM

TO: Brewster Select Board

CC: Peter Lombardi, Jay Packett

FROM: Anne O'Connell, Chair, Brewster Golf Commission

DATE: 4/18/23

RE: Policy #45 – Remote Participation

On behalf of the Brewster Golf Commission, I am requesting that the Select Board suspend a provision of their Remote Participation Policy.

On March 29th the State of Massachusetts extended, until 3/31/25, the suspension of certain provisions of the Open Meeting Law. This has resulted in a local policy that is less flexible than that of the State.

The provision in question is the current requirement that a quorum of commissioners be physically present at the public location. Prior to the pandemic, remote participation was awkward at best. One of the positives to come out of the pandemic is that technology now allows for smooth and efficient remote participation.

In an informal discussion on this issue, it was suggested that since members of the public are now allowed to attend meetings in person, it might be awkward if there were only 2-3 members of a board physically present and an agenda topic generated a large number of attendees. While I appreciate the point, I think that if, based on its meeting agenda, a board anticipated that such an event was likely to occur, all board members would make every effort to physically attend the meeting. In other words, I believe such potential situations can be ably managed by the individual boards.

Policy #45 states that

(b) The Town will strive to provide opportunities for both in-person and remote participation at Board and Committee meetings to the greatest extent practicable.

It is hard to reconcile that statement when the policy, in fact, is limiting remote participation even though permitted by the State. Town Boards and committees are made up of people who volunteer their time and efforts in matters important to the Town. Allowing for flexible participation, where permissible, is both appropriate and more likely to encourage continued resident service to Brewster.

In summary, we urge you to follow the State's lead and allow both virtual and physical attendance to define a quorum.

695 Harwich Road
Brewster, MA 02631
April 11, 2023

Charles Sumner, Town Moderator for Brewster

Re: Resignations from Finance and Audit Committees in the Town of Brewster

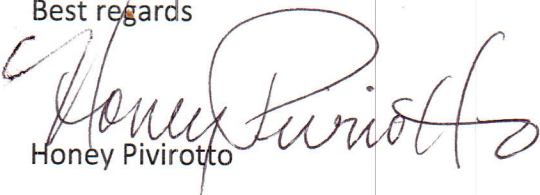
Dear Mr. Sumner:

With considerable regret I am tendering my resignation from the Finance and Audit Committees effective June 30, 2023. I would like to remain involved in supporting the Town of Brewster in any way that makes sense but I need to reduce my commitments in order to address certain personal issues.

It has been a privilege and a pleasure to serve the town over the last five years. I have enjoyed the work on these committees and in various liaison positions to the Council on Aging as well as the Vision Planning/Local Comprehensive Plan committees.

I have met amazing people and learned so much more about the charm, energy and personality of Brewster. I am grateful for these experiences and look forward to engaging substantially in the future wherever I can be of assistance.

Best regards



Honey Pivrotto

Cc: Dave Whitney, Chair Select Board

Pete Dahl, Chair Finance Committee

Peter Lombardi, Town Manager

Mimi Lombardo, Town Finance Director

Archived: Friday, April 21, 2023 12:08:00 PM
From: [David Whitney](#)
Sent: Wednesday, April 12, 2023 2:04:47 PM
To: [Erika Mawn](#)
Subject: Fwd: Resignation
Importance: Normal
Sensitivity: None

Hi Erika,
Please add to the FYI (?) for 4/24
Thanks
Dave

Sent from my iPad

Begin forwarded message:

From: JEFFRY ODELL <[REDACTED]>
Date: April 12, 2023 at 11:10:54 AM EDT
To: David Whitney <dwhitney@brewster-ma.gov>
Cc: Jay Packett <jpackett@brewster-ma.gov>, Anne O'Connell [REDACTED]
Subject: Resignation

Dave, in your capacity as Select Board liaison please advise the board of my resignation from the Golf Commission. Jeff Odell