



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

June 5, 2023 at 5:30 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 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. **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.
7. Select Board Reorganization
8. Select Board Appointments to Bay Property Planning Committee and/or Pond Property Planning Committee
9. Select Board Announcements and Liaison Reports
10. Town Manager's Report (pages 3-19)
11. Consent Agenda (pages 20-54)
 - a. Meeting Minutes: May 22, 2023
 - b. Appointment: Fran Schofield (Vision Planning Committee)
 - c. Facility Use Application and Fee Waiver Request: Cape Cod Regional Technical High School
 - d. One Day Liquor License Applications: Brewster Chamber of Commerce and Chatham Bars Inn Farm
 - e. Yard Sale Restriction Waiver Request: Trinity Lutheran Church
 - f. Fee Waiver Request of Building Permit Fees: Garden Club of Brewster
 - g. Vote to Keep Commercial Razor Clam Fishery Closed for 2023 Season
 - h. Vote to Amend Historical Commission Charge to Allow One Part-time Resident Member
 - i. Sign Notice of Lease for Lot 4, Brewster Industrial Park, also known as 52 Commerce Park Road, Bretten Johnson



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12. 6:30pm Public Hearing - Annual Entertainment License Application: JDT Investments LLC d/b/a The Kitchen Cafe (pages 55-77)
13. Report of 2023 Beautify Brewster Day - Meg Morris, Recycling Commission and Ryan Burch, Natural Resources Department (pages 78-82)
14. Cape Cod Commission 2022 Year in Review Update - Kristy Senatori, Cape Cod Commission Executive Director (pages 83-98)
15. Letter of Opposition to Proposed Eversource 2023-2027 Vegetation Management Plan
16. Letter of Opposition to Proposed Discharge of Radioactive Waste from Pilgrim Power Plant (pages 99-100)
17. Letter of Opposition to Proposed Joint Base Cape Cod Shooting Range (pages 101-109)
18. Seeking Residents to Serve as Liaison to Barnstable County Human Rights Advisory Commission (pages 110-113)
19. Information from Planning Board Regarding Potential Updates to the Accessory Dwelling Unit Bylaw (pages 114-128)
20. Brewster Housing Program & Affordable Housing Trust Update & Vote to Authorize Chair to Sign Letter of Support for CPC Buy Down Funding Application - Donna Kalinick & Jill Scalise, Housing Coordinator (pages 129-166) (pages 167-174)
21. Discuss and Vote on Intermunicipal Agreement with Truro for Net Metering Credits
22. Discuss and Vote on Select Board Policy Updates (#2 and #45) (pages 175-208)
23. FYIs (pages 209-221)
24. Matters Not Reasonably Anticipated by the Chair
25. Questions from the Media
26. Next Meetings: June 26, July 10, July 24, August 7, and August 21, 2023
27. Adjournment

Date Posted:
06/01/2023

Date Revised:

Received by Town Clerk:

BREWSTER TOWN CLERK


23 JUN 1 3:49PM



BREWSTER PONDS COALITION AND TOWN OF BREWSTER CO-HOST
BREWSTER POND SUMMIT 2023

Septic Systems and Ponds in Brewster
What do we know, what is being done, what is planned

The Brewster Ponds Coalition and the Town of Brewster present *Brewster Pond Summit 2023* on Friday, June 16th from 9AM to 12 Noon at the Brewster Baptist Church, 1848 Main Street, Brewster, MA. *Brewster Pond Summit 2023* will focus on the significant work being done to protect our ponds. While all impairment sources will be discussed, the focus will be on septic systems. The Summit will review what is known about pond impairment and the impact of septic systems, what needs to be learned, actions taken and in progress, and the outlook for the future.

The *Brewster Pond Summit 2023* will consist of presentations and discussions by Town officials and experts from the Cape Cod Commission, MASSTC, and the Horsley Witten Group, LLC, reviewing completed and planned research, proposed updates to Title 5 regulations, funding sources, and governance of alternative septic systems. There will be time for your questions and additional discussion for each topic.

“It is well known that impairment to Cape Cod’s freshwater ponds and estuaries comes from septic systems, fertilizer and stormwater runoff, and that nutrient loading from septic systems accounts for 80-85% of the problem, ” said Susan Bridges, Brewster Ponds Coalition President. “The BPC is pleased to be working with the Town on several research and remediation projects to help determine the best solutions for Brewster. Co-hosting the 2023 Pond Summit will give us an opportunity to provide the community with an update of where we are in this process and our planned next steps.”

“Brewster has long taken a holistic approach in seeking to protect our water resources,” said Peter Lombardi, Town Manager. “As new technologies and strategies emerge to address water quality, especially in our freshwater ponds, Brewster continues to lead on these issues as evidenced by our recent work with the Brewster Ponds Coalition on our Water Resources Task Force and other regional initiatives. With the state planning on making major changes to septic and watershed regulations on Cape Cod, the need to work together has never been more critical. We look forward to sharing out the latest information with residents about our partnerships and plans for the future.”

The Summit is an open forum. Town and area residents are encouraged to attend and ask questions; it will also be livestreamed (details to be provided on our website). Admission is free; register to attend at <https://tinyurl.com/BPC-2023-Pond-Summit>. Many thanks to the Leighton Team, a BPC Business Partner, for sponsoring this event.

For more information about this program visit <https://brewsterponds.org> or the Town of Brewster website at <https://www.brewster-ma.gov>.

The Brewster Ponds Coalition mission is to protect and improve the health of Brewster's ponds through science, education and advocacy. The Brewster Ponds Coalition is a 501(C) 3 charitable nonprofit organization.



PO Box 275
Dalton, MA 01227
413-445-4556
Fax 413-448-6054

320 Riverside Drive 1-A
Northampton, Ma 01062
413-586-7350
Fax 413-586-7351

EcoBuilding Bargains
83 Warwick Street
Springfield, MA 01104
413-788-6900
Fax 413-788-6909

05/03/23

Dear Jim Jones,

Congratulations, we are pleased to inform you that the Town of Brewster has been approved for a grant in the amount of \$3,541.00 to be used for the purchase of a Universal Waste shed in which to store mercury items and other universal waste. These funds will be dispersed by The Center for EcoTechnology (CET) and are made possible through Covanta SEMASS's MSP program. The MSP or Material Separation Plan is a MassDEP approved plan submitted by each of the 5 large Massachusetts Waste to Energy facilities to assist their contracted communities with resources to help keep mercury and mercury-containing products out of the waste stream. CET is contracted with Covanta SEMASS to help deliver the MSP program.

Before funds are released, CET/Covanta will require a W9 and an email acknowledgement that the Town accepts these funds and that they will be used for the purchase of a Universal Waste shed. By returning the email acknowledgement, it is understood that CET/Covanta accept no responsibility for the Universal Waste Shed or its contents. CET will schedule a post-installation site visit to assist with exterior signage and interior set up including packaging.

We appreciate your commitment to removing mercury products from the waste stream.

Sincerely,



Ashley Muspratt

CET President

YEAR-END FINANCE TRAINING

Tips & Tricks for a Smooth Fiscal Year End



Presented by:
Sarah Piebes, Lisa Vitale, Donna Kalinick, Nick Cantella, and Mimi Bernardo

TOPICS FOR
REVIEW &
DISCUSSION:

Payroll, Accruals, and Attendance

Departmental Cash Receipts (aka 'turnovers')

Accounts Payables & Reports

Clothing & Boot Allowance Tracking

Year-End Guidance

Encumbrances

Employee Reimbursements

Grants

Procurement Overview

**South Shore Community Action Council, Inc.
71 Obery Street
Plymouth, MA 02360
FY2023**

Welcome to the FY 2023 Low Income Household Water Assistance Program (LIHWAP).

For new vendors, a vendor agreement with related Information Memoranda (IMs) is enclosed. Please sign and return a copy of the agreement to us. If your agency signed an agreement in FY 2022, your agency does not need to sign a new vendor agreement; please review the IMs enclosed.

This program year, in addition to the arrearage benefit, all active accounts for eligible LIHWAP customers will receive a benefit up to \$450. No account arrearage is required to receive this rate-reduction benefit and it is not dependent upon the usage. All payments are made directly to your agency. No payments are made to the customers.

The LIHWAP vendor portal may be accessed through the following link:

<https://vendorportalfront.communitysoftwaregroup.com/>

If you have a question, contact LIHEAP Director's *Denise Tetreault* at (508) 747-7575 x6219 or at datetreault@sscac.org.

Regards,

Denise Tetreault
Director of Energy Programs
SSCAC, Inc.

Low Income Household Water Assistance Program (LIHWAP)

What: The LIHWAP helps eligible households pay water and sewer bills to restore or maintain access to drinking water and wastewater services and is funded through two federal appropriations.

It is administered in the Commonwealth by the Department of Housing and Community Development (DHCD). Local service delivery is provided by 20 local administrating agencies (LAAs) that also administer the Low Income Home Energy Assistance Program (LIHEAP).

It is intended to restore service, pay toward arrearages of water and wastewater services, and assist in the reduction of the cutomers' rates in the federal fiscal year 2023 (October 1, 2022, through September 30, 2023).

Who: This program will serve income eligible customers who are directly billed for their service(s). Though the program name includes *low income*, the income guidelines are broad, serving households who would not generally be considered low income. For example, a household of four can have an annualized gross income of up to \$81,561. The annualization of a household's income is almost always based on four weeks of a household's income. Refer to the attached [income-eligibility-and-benefit-levels chart](#)¹ for an overview of potential benefits and income limits by household size.

How: One application serves as the application for both LIHEAP and LIHWAP programs. Households can [apply online](#)² or via appointment.

Where: Applications are taken by [20 local administrating agencies](#)³ (LAAs) that cover the entirety of Massachusetts.

Vendor Notification and Billing: Initially, each vendor will be required to sign a vendor agreement and complete a vendor information sheet, returning both to the LAA in order for their customers to be paid.

Eligible customer information will regularly upload to a vendor-specific online portal when a direct-billed water and/or wastewater service customer is determined to be LIHWAP eligible and has provided their vendor information. The vendor will be notified of the initial upload. The vendor will then need to enter whether the account is active; if inactive, is it the result of non-payment; whether the account is in arrears; and, if yes, what is the amount in arrears; and and what are the services provided. Initially, only those accounts that are marked as in arrears will be paid. Any account holder/account number/service address mismatch will need to be corrected in order for a payment to be made.

Once the data is entered by the vendor, the LAA will send payment to the vendor within 30 days.

1. <https://www.mass.gov/doc/lihwap-income-eligibility-benefit-chart-1232023/download>
2. <https://toapply.org/MassLIHEAP>
3. <https://hedfuel.azurewebsites.net>

Fiscal Year 2023
 Low Income Household Water Assistance Program (LIHWAP)
 Income Eligibility and Benefit Levels

Number of People in a Household	Up to 125% of Federal Poverty Level	Maximum of 60% of Estimated State Median Income
1	\$ 16,988	\$ 42,411
2	\$ 22,888	\$ 55,461
3	\$ 28,788	\$ 68,511
4	\$ 34,688	\$ 81,561
5	\$ 40,588	\$ 94,610
6	\$ 46,488	\$ 107,660
7	\$ 52,388	\$ 110,107
8	\$ 58,288	\$ 112,554
9	\$ 64,188	\$ 115,001
10	\$ 70,088	\$ 117,448
11	\$ 75,988	\$ 119,895
12	\$ 81,888	\$ 122,342
13	\$ 87,788	\$ 124,788
14	\$ 93,688	\$ 127,235
15	\$ 99,588	\$ 129,682
16	\$ 105,488	\$ 132,129
17	\$ 111,388	\$ 134,576
LIHWAP Arrearage Benefit	\$1,500	\$1,450
LIHWAP Rate-Reduction Benefit	\$450	\$450
High Water Arrearage Supplement	\$50 per service. \$100 combined	\$50 per service. \$100 combined
High Water Arrearage Supplement (HIWAS) Thresholds		
Water - \$654 Sewer - \$1,061 Combined Water & Sewer - \$1,715		

Note: Contact DHCD to determine eligibility for a household of 18 and above.

Sources (Income Level):

"Annual Update of the HHS Poverty Guidelines, *Federal Register* 86 No. 19 (1 Feb 2021): 7732-7734 and "State Median Income Estimates", USHHS, OCS, DEA, *LIHEAP-IM-2021-03*

The **Benefit Amount** awarded to eligible households is based on several household factors reflected on this chart. Those include the number of people in a household, their gross income, the energy source, and the housing situation.

The **High Water-Arrearage Supplement** is an additional benefit provided only to qualifying, eligible LIHWAP households whose current water arrearage the above listed HIWAS thresholds.

APR 13 2023

Grantee: Commonwealth of Massachusetts

Federal Fiscal Year 2022 LIHWAP Vendor Contract

**SOUTH SHORE COMMUNITY ACTION COUNCIL, INC.
71 OBERY STREET
PLYMOUTH, MA 02360**

[COPY]

**CONTRACT FOR SERVICES
BETWEEN THE SOUTH SHORE COMMUNITY ACTION COUNCIL, INC.
AND**

Town of Brewster, MA

This Vendor Contract ("Vendor Contract") is a contract signed between the South Shore Community Action Council, Inc. (the "Agency"), and Town of Brewster, MA (the "Vendor") a private or public entity in the business of supplying water and/or wastewater related services to customers, for the provision of payments for water and/or wastewater services to assist low-income households with water and wastewater reconnection and ongoing services. This Vendor Contract shall govern the purchase of such water services by the Agency from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program ("LIHWAP" or the "Program").

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows.

1. COMPLIANCE WITH LAWS:

The Vendor and Agency acknowledge that this Vendor Contract and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations and the federal Office of Community Services (OCS) supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The Vendor and Agency shall comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP, follow all supplemental terms and conditions as set forth by OCS, the Massachusetts LIHWAP State Plan and any amendments thereto, the DHCD "LIHWAP Administrative Guidance for Program Operators," and any other written guidance that may be issued by OCS or DHCD. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email to the Vendor's identified contact in Section 4 of this Vendor Contract. The Vendor's obligations hereunder are subject to any overriding policy or directive of the MA Department of Public Utilities (DPU) or OCS.

As set by Term 11 in the OCS LIHWAP supplemental terms and conditions, federal LIHWAP funds shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services, and rate reduction to eligible households for such services.

2. TERM OF AGREEMENT:

Unless amended, this Vendor Contract shall be in effect from the date the completed, signed, and dated contract is received by the Agency and will remain in effect until October 31, 2022. The Vendor Contract shall not bind, nor purport to bind, the Agency for any commitment in excess of the original term of the contract.

Required Attachments: LIHWAP Vendor Information Sheet

3. AMENDMENTS:

Any and all amendments to this Vendor Contract shall be in writing and agreed upon by all parties and shall require the prior written approval of DHCD. No written amendment will extend the term of the Vendor Contract beyond the dates stated in Article 2.

4. VENDOR CONTACT PERSONS:

The Vendor shall notify the Agency within 7 business days if the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes. The Vendor shall provide at least one designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding the requirements of, and performance pursuant to, this Vendor Contract, including but not limited to bills, payments, and services. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

The Vendor's designated contact persons for handling LIHWAP questions and resolving LIHWAP issues:

Contact Names: **Janice Corliss/ Energy Specialist (508)747-7575 x6256 E-mail: jecorliss@sscac.org**
Dorothy Gurney/Floor Supervisor (508)747-7575 x6236 E-mail: dagurney@sscac.org

5. DISCRIMINATION:

With reference to each of its LIHWAP customers determined by the Agency as being eligible under LIHWAP (Eligible Customer), the Vendor shall not discriminate against its LIHWAP customers, with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers. Further, the Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by federal or state law relating to discrimination.

6. CONFLICT OF INTEREST:

The Agency reserves the right to evaluate whether there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). ("Conflict of interest" is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.) In the event that there is a conflict of interest, the parties shall contact DHCD for more guidance.

7. LIHWAP HOUSEHOLD ELIGIBILITY DETERMINATIONS:

Those households currently eligible to potentially receive a LIHWAP payment should be uploaded by the Agency to the LIHWAP portal weekly, or as may be otherwise required by the DHCD "LIHWAP Administrative Guidance for Program Operators."

8. PAYMENTS:

The Vendor shall, with reference to each of its LIHWAP customers determined by the Agency as being eligible under the Program:

- A. Invoice the LIHWAP customer in accordance with the Vendor's established billing practice;
- B. The Vendor shall input the data requested within the program portal by the 15th of the month or the last day of the month. Refer to section 9 of this agreement if there are multiple water/sewer vendors servicing a household. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;
- C. Charge the LIHWAP customer after application of payments received for the LIHWAP customer's account from the Agency not more than the outstanding balance;
- D. The Agency shall send payment of the invoice to the Vendor within 30 days of receipt, unless the Agency has not received sufficient funds from DHCD to make the payment, in which event payment shall be sent when the Agency receives sufficient funds from DHCD. The Agency may request additional documentation and/or clarification of charges as needed. No payment may be made without all required documentation/clarification of charges. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved;
- E. Immediately upon commitment of payment from the Agency on behalf of a LIHWAP household, the Vendor shall restore water and/or wastewater services or continue water and/or wastewater services to the eligible and approved residential household. The Vendor shall maintain said services for at least one billing cycle upon payment or commitment, whichever is first;
- F. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process;
- G. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds, or paid with other third-party funds;
- H. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts;
- I. When possible, clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP;
- J. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided;
- K. Continually maintain accurate records of any LIHWAP credit balances and annually reconcile accounts;
- L. In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the LIHWAP household, the balance of the funds is to be returned, by check, to the Agency in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- M. After one year, any credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- N. The Vendor is required to regularly review payment records for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall immediately contact Agency; and
- O. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

9. SECOND VENDOR:

- A. In the event that there is a second Vendor, that Vendor would have to post their information by the next posting end date or the first Vendor may receive the full benefit, pursuant to the DHCD "LIHWAP Administrative Guidance for Program Operators." The posting dates are the 15th and the last day of the month. If the first Vendor posts before the 15th, the second Vendor must post their information by the end of the month to ensure they are paid. Or, if the first Vendor posts before the end of the month, the second Vendor must post their information by the 15th of the next month to ensure they are paid.
- B. Up to the full benefit may be paid to a Vendor if that Vendor provides both water and wastewater services and the service is terminated or in arrears.
- C. If water service is provided by one Vendor and wastewater service is provided by another, and only one of the two services is in arrears, a payment up to the full benefit may be made to the Vendor who the household has an arrearage with.
- D. If water service is provided by one Vendor and wastewater service is provided by another, and both services are in arrears and each arrearage exceeds half the benefit, half the benefit is paid to each vendor. However, if the arrearage of one bill is less than half the benefit and the other arrearage exceeds half the benefit, then the benefit left after paying the arrearage that does not exceed half the benefit will be paid toward the arrearage that exceeds half the benefit.

10. VENDOR PORTAL AND ELECTRONIC NOTIFICATIONS:

Unless waived for good cause by the Agency as approved by DHCD, the Vendor agrees to participate in the DHCD authorized, statewide automated electronic notification, and billing and payment processing format and the DHCD authorized electronic Vendor portal.

11. CONFIDENTIALITY:

Pursuant to M.G.L. c. 66A, M.G.L. c. 93H, M.G.L. c.93I, 201 CMR 17.00, and applicable state and federal laws, as holders of personal data the Vendor and the Agency agree to keep confidential and to safeguard the protection of any information and data obtained as to LIHWAP households, wherever obtained, and including data inadvertently provided during and following the term of this Vendor Contract. The Vendor is required to take all necessary steps to ensure the confidentiality and security of the personal information of LIHWAP households, with special attention to restricting access to, use of, and copying and disbursement of said personal information. The Vendor and Agency agree to not release any private LIHWAP data to any third party without written authorization from the subject of the data, or as required by federal or state law.

The Vendor shall not disclose to any individual or entity the LIHWAP household's participation in the program or personal data, except as authorized in writing by the LIHWAP household or the Agency for authorized LIHWAP purposes.

The Vendor will only use the personal information received from the Agency relating to LIHWAP households for the purposes of compliance with this Vendor Contract, and shall have no rights in or to the information other than the limited, revocable, and non-transferable right to use such information solely as required for the Vendor to meet its obligations under this Vendor Contract. The Vendor shall immediately notify the Agency of any breach or suspected breach in the security of such information and will cooperate with the Agency and DHCD

Required Attachments: LIHWAP Vendor Information Sheet

and will provide access to any information necessary to respond thereto. The Vendor shall allow the Agency to participate in the investigation of incidents.

12. CORRECTIVE ACTION:

If violations of this Vendor Contract are discovered, the Vendor shall take corrective action, as required by the Agency, and in the timeframe specified by the Agency. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The Vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

13. TERMINATION OF AGREEMENT:

Either the Agency or the Vendor may terminate this Vendor Contract with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit. In the event that the Agency determines that the Vendor is not in compliance with the terms of this Vendor Contract, this contract will terminate effective immediately and the Agency shall immediately cease making any further payments under LIHWAP to the Vendor. The Vendor will be notified in writing within 15 calendar days of the termination.

14. DATA COLLECTION AND REPORTING:

The Vendor agrees to provide, at no cost to the Agency or the LIHWAP household, the data requested below by or on behalf of the Agency, as set forth in the supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The data must be provided within a timeframe specified by the Agency and in the format requested by the Agency, for verification, research, evaluation, analysis, and reporting. The household’s signed LIHWAP application authorizes the Vendor to release this information to the Agency.

The Vendor shall provide the following information:

1. The type of water service used by a LIHWAP household, i.e., drinking water, wastewater etc.; and
2. Confirmation of whether a LIHWAP household account is active, and if so, is it for non-payment; if the account is in arrears and, if so, what is the arrearage; whether a dollar usage threshold tied to the type of usage is exceeded; and to notify the Agency if the account number or account holder provided does not agree with their record.

The Vendor agrees to allow representatives of the Agency and the Commonwealth (including, but not limited to DHCD) upon reasonable notice, access to all of its books and records pertaining to the Vendor’s accounts with LIHWAP households for the purpose of monitoring the Vendor’s compliance with LIHWAP requirements and with this Vendor Contract.

15. MONITORING AND REVIEW:

DHCD reserves the right to monitor compliance with this Vendor Contract. The Vendor shall cooperate with any Federal, State, or local investigation, audit, monitoring, or program review; including but not limited to providing requested documentation within set timeframes, as well as communicating with DHCD’s and the Agency’s staff. The Vendor shall allow Agency representatives access to all books and records relating to LIHWAP households

Required Attachments: LIHWAP Vendor Information Sheet

for the purpose of compliance verification with this Agreement. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP. The Agency shall promptly report any problems regarding this Vendor Contract to DHCD. Both the Vendor and the Agency agree to meet with designated DHCD staff as requested to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

16. NON-FRAUD OVERPAYMENTS:

For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the Agency.

17. FRAUD:

The Vendor may be permanently disqualified from participating in the LIHWAP upon a finding of fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

18. AUTHORITIES:

Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

19. SUBCONTRACTS:

The Agency reserves the right to require the Vendor to obtain written permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Vendor Contract.

20. FORUM FOR DISPUTES:

In the event of any dispute between the Agency and the Vendor, the venue for any legal action arising out of the contract shall be Massachusetts.

21. HOLD HARMLESS:

The Vendor shall hold DHCD and the Agency harmless and indemnify DHCD and the Agency, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, and other legal costs, for personal injury or damage to property arising from the acts or omissions of the Vendor, or its agents, office, employees or subcontractors. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. This clause is not an attempt to waive the statutory liability

Required Attachments: LIHWAP Vendor Information Sheet

limits afforded to the Agency pursuant to Massachusetts General Laws Chapter 258. This indemnity requirement shall survive the termination of this Contract.

22. BINDING ON HEIRS AND ASSIGNS:

This contract shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this contract.

23. SEVERABILITY:

If any provision of this Vendor Contract or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this contract, which shall be given effect without regard to the invalid provision or application.

The persons executing this contract on behalf of a party represent and warrant to the other party that they have been duly authorized by such party to so execute the contract.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of my manual/handwritten signature for all purposes. I further understand that I may print the document and sign by hand.

AGENCY:


Signature

Name:

Denise A Tetreault

Title

Director of Energy Programs

Date:

4/13/2023

Vendor:


Signature

Name:

Peter Lombardi

Title:

Town Manager

Date:

4/12/2023



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

LIHWAP Information Memorandum
IM 2023-03

TO: LIHWAP Executive and Program Directors
FROM: Edward Kiely, Community Services Unit Manager
SUBJECT: LIHWAP Rate Reduction Adjustment
DATE: May 1, 2023

SUMMARY

After careful review, the Department of Housing and Community Development (DHCD) Community Services Unit (CSU) has determined that the Low Income Household Water Assistance Program (LIHWAP) rate-reduction benefit of up to \$450 will be reduced. The initial benefit will be \$200 for eligible households who are directly billed for service. It is expected that a second rate-reduction benefit amount may be determined at a later time, based on factors including the amount of the remaining funds and the number of eligible LIHWAP households. The maximum arrearage benefit of \$1,450 remains unchanged.

BACKGROUND

In the January 2023 LIHWAP amended model state plan, a rate-reduction benefit of up to \$450 was added to the program for LIHWAP eligible households directly billed for water and wastewater services whether they have an arrearage or are current on their bill. This amount was set in the assumption that the same number of vendors would participate in FY23 and approximately the same number of households would be eligible for LIHWAP.

UPDATE

In 2023, the number of participating LIHWAP vendors and the number of eligible LIHWAP households have increased. After careful review, the CSU has decided to reduce the amount of the initial rate-reduction benefit from \$450 to \$200. To date, no rate-reduction payments have been processed so reducing the benefit now is prudent to ensure equitability among participants.

It is anticipated that at a later date, after all applications have been processed and the initial rate-reduction payments have been made, the CSU will calculate the second rate reduction payment by considering the number of households that received the initial rate reduction and the amount of LIHWAP funds remaining. It is expected that this should then spend down the remaining LIHWAP funds.

CONCLUSION

From time to time, DHCD will continue to offer guidance to the local administrating agencies (LAAs) on the program documents when the need arises.

Please share this IM with all appropriate personnel within your agency as well as with your water/wastewater vendors. If you have any questions regarding this communication, please contact Edward.Kiely@mass.gov.

We appreciate your continued commitment to the program.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

**LIHWAP Information Memorandum
IM 2023-01**

To: LIHWAP Executive and Program Directors
FROM: Edward Kiely, Community Services Unit Manager
SUBJECT: Updates to the Massachusetts LIHWAP
DATE: February 9, 2023

The Department of Housing and Community Development (DHCD) is issuing this Information Memorandum (IM) to provide Low Income Household Water Assistance Program (LIHWAP) related updates to the LIHWAP local administrating agencies (LAAs).

BACKGROUND

After a public comment period, a revised LIHWAP Model State Plan was submitted by DHCD to the US Health and Human Services, Office of Community Services (OCS) in November 2022. The amended plan was subsequently approved by OCS on January 19, 2023.

UPDATE

The key change to the Model State Plan is the issuance of a flat benefit of up to \$450 to LIHWAP eligible households directly billed for water and wastewater service whether they have an arrearage or are current on their bill. This is in effort to reduce the rate of their services.

Households that are disconnected for being in arrears or are in arrears and at risk for termination with drinking water and wastewater utilities will continue to be a priority. The maximum arrearage benefit is currently \$1,500 for these households with past due bill(s). Those eligible households with active water and/or wastewater accounts may also be eligible for an additional flat benefit up to \$450 to reduce the rate of service(s). Payments are subject to availability of funds.

CONCLUSION

From time to time, DHCD will continue to offer guidance to the LAAs on the program documents when the need arises. **Please share this IM with all appropriate personnel within your agency as well as with your water/wastewater vendors.** If you have any questions regarding this communication, please contact Edward.Kiely@mass.gov.

We appreciate your continued commitment to the program.

Consent Agenda Cover Page

a. Meeting Minutes: May 22, 2023

Meeting minutes from the Select Board meeting on May 22, 2023 have been drafted for review and approval.

Administrative Recommendation:

We recommend that the Board approve the meeting minutes.

b. Appointment: Fran Schofield (Vision Planning Committee)

Fran Schofield has been recommended by the Select Board Liaison, Kari Hoffmann and Vision Planning Committee Chair, Sharon Tennstedt, to be a member of the Committee. Ms. Schofield followed the Select Board Appointment to Town Committees process. The term of this appointment is 1 year.

Administrative Recommendation:

We recommend that the Board approve this appointment.

c. Facility Use Application and Fee Waiver Request: Cape Cod Regional Technical High School

Members of the faculty at Cape Cod Regional Technical High School would like to use Drummer Boy Park on Wednesday June 14 from 1pm to 3pm to celebrate the retirement of a science teacher after 35 years of teaching. They expect 25 to 30 people to attend. There is also a request for a fee waiver of \$300 since they are a tax-exempt entity.

Administrative Recommendation:

We recommend that the Board approve this request.

d. One Day Liquor License Applications: Brewster Chamber of Commerce and Chatham Bars Inn Farm

The Brewster Chamber of Commerce will be hosting a networking event at Emerald Hollow Therapeutic Riding Center on Thursday June 15, 2023 from 5:30pm to 7pm. They would like to serve beer and wine to their anticipated 40 attendees.

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

- Private farm-to-table dinner on Thursday June 15th from 4pm until 9pm. They expect 32 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday June 21st from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.
- Public farm-to-table dinner on Wednesday June 28th from 3pm until 9pm. They expect 150 guests and would like to serve beer, wine and liquor.

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

- The Health Department has been in communication with Chatham Bars Inn for food safety and food protection for their events.
- The Fire Department notes that for the Chatham Bars Inn events that all roadways must remain unobstructed for emergency vehicle access.
- The Planning Department noted that CBI Farms has obtained its annual special event permit from the Zoning Board of Appeals.
- The Police Department requested that a barrier or signage should clearly delineate where people are permitted to consume the alcohol served.

Administrative Recommendation:

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

e. Yard Sale Restriction Waiver Request- Trinity Lutheran Church

The Trinity Lutheran Church will be hosting their annual yard sale in the parking lot of the Church at 1883 Main Street on Saturday July 22, 2023, from 8:00am until 2:00pm. They are requesting the waiver of the restriction regarding yard sales on weekends along 6A between Memorial Day and Labor Day. The Chief of Police has been notified of the event and there are no concerns.

Administrative Recommendation:

We recommend that the Board approve the yard sale restriction waiver request.

f. Fee Waiver Request of Building Permit Fees: Garden Club of Brewster

The Garden Club of Brewster is requesting a fee waiver of the temporary sign permit application in the amount of \$20 for 5 signs. They have provided the five locations that they would like to place the signs.

Administrative Recommendation:

We recommend that the Board approve the fee waiver request.

g. Vote to Keep Commercial Razor Clam Fishery Closed for 2023 Season

The Natural Resources Department is requesting the recommendation to close the Commercial Razor Clam fishery for 2023 based on three observation assessments in the months of March, April, and May. This will be reassessed in the Spring of 2024.

Administrative Recommendation:

The Natural Resources Department recommends that the Board vote to keep the Commercial Razor clam fishery closed for the 2023 season.

h. Vote to Amend Historical Commission Charge to Allow One Part-Time Resident Member

The Select Board recently voted to allow part-time residents to serve on certain boards/committees and commissions; it has been requested that the Historical Commission be included. Town Administration has received letters of request from residents and members of the Historical Commission.

Administrative Recommendation:

We recommend that the Board approve the allowance of one part-time resident on the Historical Commission.

i. Sign Notice of Lease for Lot 4, Brewster Industrial Park, also known as 52 Commerce Park Road, Bretten Johnson

The Select Board approved the assignment of the original lease from Colson's Landscaping to Bretten Johnson at the March 13, 2023, meeting. The Attorney representing Bretten Johnson has drafted a Notice of Lease for recording with the Registry of Deeds.

Administrative Recommendation:

We recommend that the Board sign the Notice of Lease.



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Office of:
Select Board
Town Manager

MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: May 22, 2023
TIME: 6:00 PM
PLACE: 2198 Main Street

PARTICIPANTS: Chair Whitney, Selectperson Hoffmann, Selectperson Chatelain, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, 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 6:00pm, read the meeting participation and recording statement and declared a quorum.

Public Announcements and Comment

Kim Pearson, 289 Crocker Lane, provided informational testimony regarding the Mass Department of Agricultural Resources Vegetation Management Plan (VMP) for the 5 years covering 2023- 2027. Noting that the panel approved the VMP with amendments, a final draft will not go to the public prior to its action. Ms. Pearson reviewed the amendments that are a concern for the Town of Brewster.

Select Board Announcements and Liaison Reports

Selectperson Bingham praised the Council on Aging for holding a wonderful Health Fair. Selectperson Hoffmann recognized the Recreation Commission for their events at the Bay Property as well as the Cultural Council. Selectperson Chatelain thanked the 400 participants that attended the first Community Forum about the future of the Sea Camps properties.

Town Manager's Report

Mr. Lombardi acknowledged the great turnout for the community forum and those who helped make it happen. All the materials from the forum are available on the Town website on the Sea Camps Project page. Another forum is being planned for August. The Town will be releasing a survey for all residents to provide their feedback.

First Light Beach is opening this weekend and will be open weekends only until June 15th, then open seven days a week for the season. Reminder that this is a resident only beach.

The Community Pool is opening on June 26 and the Town will be holding a ribbon cutting ceremony on June 25th. There will be four drop-in days for residents who did not purchase a pool pass, but would like to use the pool this summer. These are \$5/day and are first come first serve. The dates are July 15, July 17, July 28, and August 6. In person sales of guest passes will be held on June 16, June 17, and June 30. Details are available on our website.

The Town will host the annual Memorial Day service on Monday May 29, at the Council on Aging.



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Consent Agenda

- a. Meeting Minutes: April 24 and May 8, 2023
- b. Approve & Sign License Agreement with Boy Scouts & Girl Scouts & Cub Scouts for Bottle Recycle Program at the Recycling Center
- c. Fee Waiver Request: Latham Centers Inc. for Building Permit Fees
- d. Natural Resources Department Item Declared as Surplus and Acceptance of Donated Item
- e. Department of Public Works Item to be Declared as Surplus for Disposal
- f. Hawker and Peddler License Application and Fee Waiver Request: Friends of Brewster Dog Park, Inc.
- g. Special Event Application: Friends of Brewster Dog Park, Inc.
- h. One Day Entertainment License and Fee Waiver Request: Beyond the Bounds and Movement Arts Cape Cod
- i. One Day Liquor License Applications: Cape Cod Museum of Natural History and Friends of Brewster Elders (and Fee Waiver Request)
- j. Appointment of Alternate to Old Kings Highway Historic District Committee
- k. Grant Applications: Community Planning Grant Program (Housing) & Enhance Digital Literacy for Older Adults (Council on Aging)
- l. Facility Use Application: Long Pond Woodland Lot and Trails
- m. Fee Waiver Request- Cape Cod Sea Camps Building Safety Inspections

Selectperson Chaffee requested to pull out item c, the fee waiver for the Latham Centers until the Select Board has the full amount of the waiver.

Selectperson Hoffmann moved to approve the Consent Agenda for May 22, 2023, as recommended and presented without item C. Selectperson Chaffe 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.

6:15pm Continued Public Hearing- Seasonal All Alcohol Liquor License Application: Guapo's Taco Shack, LLC at 239 Underpass Road

Chair Whitney noted that we will not be completing this public hearing. It will be closed and starting a new process for this license at a later date.

Selectperson Hoffmann moved that the Select Board take no action on the seasonal all alcohol liquor license for Guapo's Taco Shack, LLC and close the public hearing. 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.

Discuss and Vote on Common Victualler License Application for Guapo's Taco Shack, LLC at 239 Underpass Road

Chair Whitney noted this will be skipped for the same reason as noted above.



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Vote on Liquor License Change of Manager for Brown Dog Investments Inc. d/b/a Laurino's Cape Cod Village

Selectperson Hoffmann moved that the Board approved the change of manager for the liquor license for Brown Dog Investments Inc., d/b/a Laurino's Cape Cod Village. 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 Revised FY23 Nauset Regional Schools Operating Budget and Next Steps

Mr. Lombardi noted that the member Towns received correspondence from Nauset Regional District indicating that due to budget shortfalls on their FY23 budget they required an amendment to the budget. The School Committee approved an appropriation of a little over \$300K in available Excess and Deficiency (E&D) funds to cover the shortfall. The process requires the Regional School District to notify the communities of this revised budget, which was approved by Town Meetings over a year ago.

Selectperson Chatelain inquired about the implications of using these funds for future year budgeting. Mr. Lombardi shared that the schools had encountered increases in their expenses in FY23 that carried forward to FY24. Noting that there are concerns about the revised budget and use of the E&D funds going forward, which is their equivalent of free cash. In FY25 and beyond they will most likely need to reduce their reliance on E&D funds. Mr. Lombardi expressed that this will likely translate to higher increases in terms of our assessment in FY25 and beyond, and FY25 will be a similarly challenging budget development process with the schools. There was a brief discussion on the possibility of state aid funding, if this survives the process, the funds will cover FY26.

Discuss Feedback on Select Board Remote Participation Policy for Town Boards & Committees

The Town Manager's office and Select Board liaisons have received feedback expressing concerns about the practical implications of the policy, specifically meeting the quorum requirements of the committee being physically present. The Select Board policy is more restrictive than what is allowable with the State guidance which has been continued until Spring of 2025. The major considerations of the policy are the requirements that the Chair be physically present, a quorum be physically present and that members of the committees attend at least 50% of the meetings in person and for regulatory boards/committees they must attend 75% of the meetings in person.

Members of the Select Board expressed their thoughts on the policy noting that in-person meetings provide for better quality meetings and discussions by having everyone in the same room. The requirements of the policy are reasonable and practical and believe the policy is fair and equitable. Selectperson Chaffee would like to update the policy with a purpose statement and some minor updates. Selectperson Hoffmann expressed her desire to allow for more flexibility to allow members to participate remotely and advocated for more flexibility with the quorum requirements.

Discuss and Vote on FY24 Memorandum of Agreement with Orleans Council on Aging for Adult Supportive Daycare Program



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Mr. Lombardi reviewed that the arrangement is that Orleans provides services to our residents through an intermunicipal agreement, this is an annual agreement that has been in place for a long time. There are increases in the fees that Orleans charges Brewster for FY24 which are in line with the expenses with the program. Those that receive and have access to these services greatly benefit, as it is nothing that Brewster can provide in-house. Funding is in the Council on Aging operating budget, if the costs of the program is exceeded, the Council on Aging has sources to cover the balance.

Selectperson Hoffmann moved that we approve the FY24 Memorandum of Agreement with the Orleans Council on Aging for Adult Supportive Daycare Program. 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.

Discuss and Vote on Intermunicipal Agreement with Truro for Net Metering Credits

Truro is interested in an agreement with Brewster in which Brewster would receive energy credits that Truro has a significant bank of from a commercial solar project in which they purchased all the output. The project produces more credits than Truro is able to apply to their energy bills. Brewster's Energy Manager has looked at our capacity in terms of our off-taker credits as a municipality and we have ample capacity to take on the credits that Truro is receiving. Brewster would work with Truro and Eversource to identify the accounts that the credits would be applied to and would provide a check to Truro for 80% of their value. The structure is that either party can walk away at any time. Brewster would be eligible to receive about \$80K in energy credits in year one and \$15K/year in future years based on Truro's excess credits. Mr. Lombardi shared that this is a unique partnership and there is really no risk and would be an off set to our utility expenses. Brewster is waiting on Town Counsel to complete their review and expect to vote on the agreement at the next Select Board meeting.

Discuss and Vote on Amendment to Host Community Agreement with Cape Cod Grow Labs, LLC

Cape Cod Grow Labs has changed their address and reached out to the Town to update the agreement. They have been continuing their permitting and development at their site. Town Counsel put together the amendment that clarifies the terms of host community agreement which also applies to the business at this new address.

Selectperson Hoffmann moved to approve the amendment to the host community agreement with Cape Cod Grow Labs, LLC as outlined 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.

Update on American Rescue Plan Act Expenditures and Vote on Revised ARPA Plan

Selectperson Chaffee recused herself as the matter involves County ARPA Funds and left the meeting.

Mr. Lombardi noted the Board approved an expenditure plan for Brewster's direct allocation of just over \$1M in funds. Last fall the county made changes to their expenditure requirements that allow Brewster to use our share of the ARPA funds, almost \$500K, for any lawful public purpose. With the changes, in some



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cases the original allocations for the purposes and amounts identified didn't necessarily align with what the needs were. Here are the modifications of the original plan, for both the direct allocation and the county funds:

- \$273K for one-time premium pay for town employees
- \$75K for public health expenditures related to the pandemic
- \$275K for resident beach access to the First Light Beach
- \$400K for site remediation at the Sea Camps former shooting range
- \$300K for Long Pond Boat ramp
- \$35K for the Crosby Property Revolving Fund revenue loss
- \$25K for partial funding of new seasonal Natural Resources positions
- \$5K for FY22 single audit
- \$1500 for Building & Health department overtime
- \$10K for Wing Island consulting services
- \$35K for supplemental Sea Camps planning support

With these proposals there will be a balance of about \$84K, which needs to be allocated by December of 2024. The two remaining variables on the plan are the Long Pond Boat ramp, which is set to begin in September and the site remediation, which will go out to bid this summer.

Selectperson Chatelain asked about the ARPA funds being used for employee positions and how this would impact future budgets. Mr. Lombardi noted that the funds for First Light Beach include gate attendants and that this will need to be absorbed if we decide to keep the same approach at the property in future years. The positions with Natural Resources are dependent if we hire and if it meets the needs of the department.

Selectperson Hoffmann moved to approve the American Rescue Plan Act expenditure revised ARPA Plan. 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.

FYIs

Mr. Lombardi noted the letter from the Association to Preserve Cape Cod regarding the discharge of wastewater from the decommissioned Powerplant. A draft letter will be up for consideration at the next Select Board meeting.

Ms. Kalinick encouraged the Board and residents to complete the Regional Housing Survey. The results of the survey will provide data about Brewster and inform the ultimate strategies for the Region and Towns.

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media

None



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Next Meetings

June 5, June 26, July 10, July 24, August 7, and August 21, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 7:18pm. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee, 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, Town Manager's Report, Consent Agenda items, Liquor License change of manager, Regional School budget, Remote participation policy, Memorandum of Agreement, Intermunicipal Agreement, Cape Cod Grow Labs amendment, ARPA documents, FYIs.

DRAFT

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 A

Town of Brewster COMMITTEE APPOINTMENT APPLICATION FOR JOINT APPOINTMENTS

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 appointing authority.
- 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. Submitting this form does not guarantee appointment.

1. **Applicant name:** Frances (Fran) I. Schofield

2. **Address:** [REDACTED]

3. **Phone numbers:** Home:

Cell:

4. **Email:** [REDACTED]

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

6. **Years you've lived in Brewster:** 23

7. **Are you registered to vote in Brewster?¹** Yes No

8. **Committee you'd like to be appointed to:** Vision Planning Committee

NOTE: You may attach a résumé or CV instead of completing items 9-13.

9. **EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.** Mount Holyoke College, B.A., 1975

Harvard University Graduate School of Design, Landscape Arch. Program

10. **OCCUPATION:** Active Retired Not working at this time

Realtor

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

Realtor, Berkshire Hathaway HomesServices/Robert Paul Properties

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

Brewster Vision Planning Committee

13. 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: VP, Cape Cod Climate Change Collaborative - 2016 to 2023
Director, Cape Cod Chamber Board of Directors, 2016 - 2017; Pleasant Bay Community Boating, Board Member 2016 - 2019

14. GOALS: Please explain why you'd like to serve on a particular committee, board or commission.

I would like to resume participation in this important committee, assist with communications and public outreach, and help secure approval of local comprehensive plan.

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

Regional planning, historic preservation, landscape architecture, coastal zone management, marketing, communications, project management,

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

No

17. 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)

No

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

a. Name: Katie Miller Jacobus
Address: [REDACTED], Brewster
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: non profit colleague and friend

b. Name: Andi Genser
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you: Former Brewster Vision Planning Comm., colleague and friend

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

I was previously a member of the Brewster Vision Planning Committee but resigned soon after the death of my husband Paul Berry.

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

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

Signature:

Fran Schofield

Date:

April 19, 2023

FRANCES I. SCHOFIELD

[REDACTED]
Brewster, MA 02631
[REDACTED]

Fran Schofield is a resident of Brewster, Massachusetts where she has lived since 2000, raising sons Ben and Ross with her (late) husband Paul Berry. She is a native of Quincy and grew up in Braintree, MA. She received her B.A. from Mount Holyoke College, and later entered the Harvard University Graduate School of Design master's program in Landscape Architecture. Fran has had a life-long interest and professional involvement in the realms of communications, environmentalism, urban planning, architecture, landscape architecture and political and environmental activism.

Working in state government, Fran served as regional coordinator for the Massachusetts Office of Coastal Zone Management in the Executive Office of Environmental Affairs where she helped implement state policy along Massachusetts' coastal South Shore. Under the aegis of the Massachusetts Executive Office of Communities and Development, Fran later served as Assistant Director of the National Trust for Historic Preservation's "Main Street Program" where she implemented a national program to assist Massachusetts communities grappling with moribund downtowns.

In the private sector, Fran has served in project management, marketing and communications roles for real estate development and land planning firms. As a development project manager at Dickinson Development Corporation in Quincy, she was instrumental in developing New England's first Home Depot store and a Shaw's Supermarket. both on repurposed sites in North Quincy. She later served as a marketing coordinator and project manager for Daylor Consulting Group, a national engineering and land planning firm based in Braintree, where she coordinated multi-disciplinary planning and permitting teams for large-scale urban development and planning projects.

As an independent consultant, Fran has provided marketing, communications and real estate project management services for a variety of clients, large and small. She researched and prepared a 400-page report on Americans with Disabilities Act compliance for The Boston Company and prepared numerous proposals and business communications for architecture, real estate and other firms.

Since relocating to Cape Cod, Fran provided independent research, analysis and communications work for clients including the Cape Cod Five Cents Savings Bank, Stop & Shop, and Polhemus Savery DaSilva Architects Builders. Since 2008, Fran has been employed as a full-time Realtor, first with Gibson Sotheby's International Realty (formerly Old Cape Sotheby's International Realty) and, since 2013, with Robert Paul Properties. An award-winning Realtor, she has marketed and negotiated the sale of millions of dollars of residential and commercial real estate projects throughout Cape Cod.

Since 2004, Fran has been active in fundraising for local, state, and national candidates for political office and has hosted events for former Senator Dan Wolf, Senator Julian Cyr, then-Attorney General Maura Healey, Representative Bill Keating, Senator Ed Markey and former Governor Deval Patrick. In 2016, she co-founded and led the nonprofit Cape Cod Climate Change Collaborative. She is active with regional and national political groups and is a leader in event planning and communications for local activist groups.

Education

- Mount Holyoke College, B.A.
- Cornell University, Planning for Historic Preservation Program
- Harvard University Graduate School of Design, Masters Program in Landscape Architecture

Awards

- 2023 Commonwealth Heroine Award (upcoming, June 23, 2023)
- Cape & Islands Democratic Council "Democrat of the Year" Award, 2019
- 2018 and 2015 TOP Agent, Robert Paul Properties
- 2016 Voted Among America's Best Real Estate Agents by Real Trends
- 2013/2014 Top 2 Producing Agents at Robert Paul Properties

Memberships & Community Involvement

- Co-Founder, Vice President, Board Member, and Chair of Communications Committee and Net Zero Planning Team, Cape Cod Climate Change Collaborative (2016-2023)
- Member, Brewster Vision Planning Committee (2021-2023)
- Director, Cape Cod Chamber of Commerce Board of Directors (2015-2018)
- Member, Wastewater Task Force, Cape Cod Chamber of Commerce Board of Directors (2015-2022)
- Member, Board of Directors, Pleasant Bay Community Boating (2015-2018)
- Chair, Marketing & Communications Team, Pleasant Bay Community Boating (2015-2018)
- Member, Center for Coastal Studies, Association to Preserve Cape Cod, Cape & Islands Democratic Council
- Member, National Association of Realtors
- Member, Massachusetts Association of Realtors
- Member, Cape & Islands Association of Realtors

Erika Mawn

From: Kari Hoffmann
Sent: Saturday, May 13, 2023 12:30 PM
To: Erika Mawn
Subject: Fw: Fran Schofield Resume and Referral
Attachments: FRAN SCHOFIELD BIO & RESUME 2023.pdf

for your files...

Kari S. Hoffmann
Brewster Select Board
Town of Brewster
2198 Main Street
Brewster, MA 02631

From: Kari Hoffmann [REDACTED]
Sent: Thursday, May 11, 2023 4:43 PM
To: Kari Hoffmann [REDACTED]
Cc: Sharon Tennstedt [REDACTED]
Subject: Fwd: Fran Schofield Resume and Referral

Kari Hoffmann

Begin forwarded message:

From: [REDACTED]
Date: May 11, 2023 at 3:17:35 PM EDT
To: "Kari Hoffmann" [REDACTED]
Subject: Fran Schofield Resume and Referral

Hi Kari,

Post our phone conversation, I asked Hal Minis if he would serve as a reference for me. He responded, "I'd be glad to serve as a reference for you, particularly since you would bring past knowledge of how the plan was put together."

As requested, I'm attaching my resume, which I've just updated to include an upcoming 2023 Commonwealth Heroine Award -- a statewide honor bestowed upon women who've made "extraordinary contributions" to their communities. Very pleased to be receiving that and have an occasion to dress up!

Let me know if you have any questions or need additional information.

Best,

Fran

--

[REDACTED]

[REDACTED]

NOTICE: This e-mail confirms that Robert Paul Properties ("RPP") acts solely as a Licensed Real Estate Broker. Neither RPP nor any of its agents or employees has authority to legally bind any other party in any real estate transaction. Neither this e-mail nor any other electronic transmission sent by RPP or any of its agents or employees shall constitute consent to concluding binding transactions via electronic means or create a binding commitment until and unless a sufficient writing is signed by the party or parties to be bound.

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: Cape Cod Regional Technical High School

LOCAL SPONSORING ORGANIZATION: _____

AREA OR FACILITIES NEEDED: Drummer Boy Park

DATE OR DATES REQUESTED: 6/14/23

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

PURPOSE OF FACILITY USE: Retirement Gathering

NATURE OF ACTIVITY TO TAKE PLACE: Celebrate our Science teachers retirement after 35 years!

WILL ADMISSION FEE BE CHARGED? YES _____ NO X AMOUNT _____

NON-PROFIT ORGANIZATION: YES _____ NO _____

IRS # 042-473-758 TOTAL NUMBER OF PERSONS EXPECTED 25-30 at the most

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 25ish

ANY SPECIAL EQUIPMENT NEEDED?: No

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

MAILING ADDRESS: CCT - 351 Pleasant Lake Ave. Harwich MA. 02645

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.

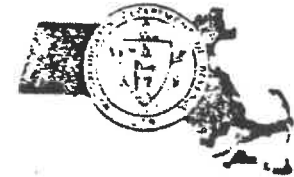
Signature: Kim Gainey

Telephone: [REDACTED]

ST-2

MASSACHUSETTS DEPARTMENT OF REVENUE

CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 54H, Sections e and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side).

CAPE COD REGIONAL TECHNICAL
HIGH SCHOOL DISTRICT
351 PLEASANT LAKE AVENUE
HARWICH MA 02631

EXEMPTION NUMBER E
042-473-758

ISSUE DATE

01/02/90

CERTIFICATE EXPIRES ON

NONE

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

STEPHEN W. KIDDER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2022

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 Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608	CONTACT NAME: PHONE (A/C, No, Ext): 888-850-9400 FAX (A/C, No): 866-795-8016 E-MAIL ADDRESS: MMA.NewEngland.CLines@marshmc.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Co. INSURER B : Maine Employers' Mutual Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 18058 11149
INSURED Cape Cod Regional Technical High School 351 Pleasant Lake Avenue Harwich MA 02645	CAPECOD3	

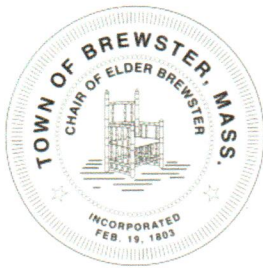
COVERAGES **CERTIFICATE NUMBER:** 1035494722 **REVISION NUMBER:**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2286025	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2286022	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB771735	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102806494	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER INFORMATION PURPOSES ONLY	CANCELLATION 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 



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

Office of:
Select Board
Town Manager

Application Fee: \$35.00

APPLICATION FOR ONE-DAY LIQUOR LICENSE

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Brewster Chamber of Commerce, Inc.</i>
Applicant's Address: <i>PO Box 1241, Brewster MA 02631</i>
Telephone # and Email Address: <i>508-896-3500 info@brewster-capecod.com</i>

Section 2: Event Information

Type of Event: <i>Member networking event</i>
Location of Event: <i>Emerald Hollow Therapeutic Riding Center</i>
Date of Event & Proposed Times: <i>Thursday, June 15, 2023 5:30-7 p.m.</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>beer + wine</i>
Number of attendees anticipated: <i>40</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Kyle Hinkle, PO Box 1241, Brewster 02631 508-896-3500</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

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

Applicant Signature: *Kyle Hinkle, Executive Director* Date: *5/24/23*



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

Office of:
 Select Board
 Town Manager

Application Fee: \$35.00

**APPLICATION FOR
 ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd, Chatnam MA 02633</i>
Telephone # and Email Address: <i>508-945-0096 gthulander@chatnambarsinn.com</i>

Section 2: Event Information

Type of Event: <i>Public farm-to-table Dinner</i>
Location of Event: <i>30 CBI Farm 3038 main st. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>June 28, 2023; 3-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, Wine, liquor</i>
Number of attendees anticipated: <i>150</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Isabelle Scarborough 3038 main st. Brewster MA 02631 630-6666-7182</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

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

Applicant Signature: *[Signature]* Date: *5/24/23*



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

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Gray Thulander</i>
Applicant's Address: <i>297 Shore Rd, Chatham MA 02633</i>
Telephone # and Email Address: <i>508-945-0096 gthulander@chathambarsinn.com</i>

Section 2: Event Information

Type of Event: <i>Public farm-to-table dinner</i>
Location of Event: <i>CBI Farm, 3038 Main St. Brewster MA 02631</i>
Date of Event & Proposed Times: <i>June 21, 2023; 3-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, wine, liquor</i>
Number of attendees anticipated: <i>150</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Isabelle Scarborough 3038 Main St. Brewster MA 02631 430-666-7182</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

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

Applicant Signature: _____

Date: _____

[Handwritten Signature] *5/26/23*



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

Office of:
 Select Board
 Town Manager

Application Fee: \$35.00

**APPLICATION FOR
 ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner: <i>Gary Thulander</i>
Applicant's Address: <i>297 Shore Rd, Chatnam MA 02633</i>
Telephone # and Email Address: <i>508-945-0096 gthulander@chatnambarsinn.com</i>

Section 2: Event Information

Type of Event: <i>private farm-to-table Dinner ;</i>
Location of Event: <i>CBI Farm, 3038 main St, Brewster MA 02631</i>
Date of Event & Proposed Times: <i>June 15 2023; 4-9pm</i>
Type of Liquor to be served (beer, wine, both, etc.): <i>Beer, wine, liquor</i>
Number of attendees anticipated: <i>32</i>

Section 3: Server Information:

Server name, address, and phone #: <i>Isabelle Scarborough 3038 main St. Brewster MA 02631 630-666-7182</i>
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<small>*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *</small>

Section 4: Additional Information:

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

Applicant Signature: *[Signature]* Date: *5/26/23*

TRINITY LUTHERAN CHURCH

1883 Main Street
Brewster, MA 02631
508-896-3396

May 24, 2023

Town of Brewster
Selectmen's Office
2198 Main Street
Brewster, MA 02631

Dear Selectmen:

Last year, and for many years, we have held a yard sale at our Church. In the past, we have very much appreciated being waived from the restriction for yard sales during a specific period of time along Route 6A.

Hopefully we will be able to hold our sale this year as well. We are proposing to obtain permission to have our yard sale on Saturday, July 22, from 8:00 to 1:00 (or 2:00 if people are still coming). The Church is set back off of Route 6A and we have a large parking lot to which the entrance is accessible from the side road so cars do not need to park on 6A. The entrance to the parking lot on Route 6A is blocked off during the sale so cars cannot pull in or out right onto the main road. Parking in the past has not been an issue with people coming in or going out of the side entrance to the parking lot. We have a member there to assist people pulling in and parking.

We appreciate your consideration. I look forward to hearing from the Board following the Meeting. If there are additional rules, we will do everything that is required of us to do.

Thank you.

Sincerely,



Cheryl Silvestri
Member of Trinity Lutheran Church
c/o 38 Captain Daniel Road
S. Yarmouth, MA 02664
508-394-5891

Garden Club of Brewster
Box 1414
Brewster Ma 02631

May 30, 2023

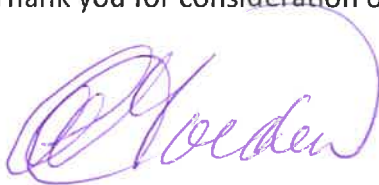
Brewster Select Board
Brewster Town Hall
2198 Main Street
Brewster Ma. 02631

RE: Request for waiver of fee

The Garden Club of Brewster requests waiver of the fee for a temporary sign permit. On July 11-12, 2023 the Club will hold garden tours at 3 Brewster properties as part of the Cape Cod Hydrangea Festival.

The garden Club is a non-profit organization whose mission includes the beautification of roadsides and other public places in Brewster as well as educational grants and scholarships. Proceeds of the tours will be used for these purposes.

Thank you for consideration of this request.



Paulette Goeden & Lee Hanks
Co-Chairs Hydrangea Festival Committee

Hydrangea Festival

Sign Locations

Freeman's Way & 137 Island

Millstone Rd & 137 Island

Route 124 & 6A Island

Betty's Corner – Lower Rd & 6A

UnderPass & 6A

Personal Property

Lemon Tree Plaza

Allards

Ferrettie's Market

State Property by Luke's



TOWN OF BREWSTER

DEPARTMENT OF NATURAL RESOURCES
1657 MAIN STREET
BREWSTER, MA 02631

PHONE: (508) 896-4546 SHELLFISH@BREWSTER-MA.GOV

Memo:

To: Brewster Select Board
From: Chris Miller, Ryan Burch
cc: Peter Lombardi
Date: 5/25/23
Re: 2023 Commercial Razor Clam Fishery

According to Section 15.21 of the 2023 Commercial Razor Clam Regulations:

A.) March, April and May will be used to assess the population in the East end of Brewster (Ellis Landing to the Orleans/Brewster Town line.)

The DNR staff has worked jointly with the razor clam harvesters during this time to assess the population for a viable commercial fishery. On March 22, April 20 and May 9 a DNR staff member was joined by two veteran harvesters to look at the area between Ellis Landing and Orleans/Brewster Town line. Each trip targeted a different landing (Ellis, Linnell, Crosby) to achieve an accurate population density assessment.

After walking these areas and spot spraying the salt solution we observed patches of mostly sub-legal razor clams scattered across the flats. Within these patches, the density was not the same as observed in the past.

Based on these three observation assessments, the Natural Resource Department recommends to close the Commercial Razor Clam fishery for 2023 and reassess density in the Spring of 2024.

Respectfully submitted,

DNR Staff



Town of Brewster

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

Office of:
Select Board
Town Administrator

Memo

To: Brewster Select Board
From: Erika Mawn, Executive Assistant
Date: May 31, 2023
Re: Part-Time Brewster Resident on Historical Commission

On November 7, 2022 the Select Board discussed allowing qualified part-time Brewster residents the ability to be appointed to serve on ad hoc or advisory committees that the Select Board has jurisdiction over. The following boards/committees were identified in allowing one member position open to a part-time resident if they are qualified:

Committee / Board
All Access Citizens
Bicycle and Pedestrian Committee
Cemetery Commission
Crosby Property Committee
Cultural Council

Upon further review and in communication with the Chair of the Historical Commission, it was requested to allow this Commission to also allow a qualified part-time Brewster resident.

The charge for this commission has been updated to reflect the allowance of Brewster part-time residents. Once approved by the Select Board the charge will be provided to the Town Clerk.

Property Address: 52 Commerce Park Road, Brewster

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws Chapter 183 Section 4, as amended, notice is hereby given of the following described lease:

Parties to Lease:

Lessor: Town of Brewster, acting by and through its Select Board
2198 Main Street
Brewster, MA 02631
Attn: Peter Lombardi, Town Manager

Lessee: Bretton S. Johnson

Date of Execution:

March 4, 1982, amended January 24, 2011

Description of Leased Premises:

Lot 4, Brewster Industrial Park, also known as 52 Commerce Park Road, Brewster, Barnstable County, Commonwealth of Massachusetts. More fully described in the Order of Taking recorded with the Barnstable County Registry of Deeds in Book 1481, Page 1042.

Term of Lease: Through March 4, 2052

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2023.

LANDLORD
TOWN OF BREWSTER by:

Peter Lombardi, Town Manager
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Peter Lombardi, Town Manager, 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 who swore and affirmed to me that he signed it voluntarily for its stated purpose in said capacity,

Notary Public
My commission expires:
Notary Stamp or Seal:

TENANT:

Bretton S. Johnson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Bretton S. Johnson, 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 who swore and affirmed to me that he signed it voluntarily for its stated purpose,

Notary Public
My commission expires:
Notary Stamp or Seal:

LANDLORD'S CONSENT TO ASSIGNMENT OF LEASES

THIS LANDLORD'S CONSENT TO ASSIGNMENT OF LEASES ("Agreement") is entered into as of the 13th day of March, 2023, among the TOWN OF BREWSTER, acting by and through its Select Board ("Landlord"), W. LEON COLSON, individually, and COLSON LANDSCAPING, INC., a Massachusetts corporation (together, "Assignor"), and Bretten S. Johnson ("Assignee").

Recitals

1. Reference is made to that certain Indenture of Lease dated March 4, 1982, by and between W. Leon Colson, individually, and Colson Landscaping, Inc., as lessees (together, "Tenant") and the Town of Brewster, as lessor ("Landlord"); as amended by that certain Amendment to Lease dated January 24, 2011, by and between Tenant and Landlord (collectively, the "Lease"), for the rental of the premises referred to therein as Lot No. 4 in the Brewster Industrial Park in Brewster, Barnstable County, Massachusetts (the "Premises").
2. Landlord is the current landlord under the Lease, and Assignor is the current tenant under the Lease.
3. Assignor desires to assign its entire interest under the Leases to Assignee as of March 13, 2023 ("Effective Date"), pursuant to the provisions of that certain assignment between Assignor and Assignee dated March 13, 2023 ("Assignment").
4. Assignee desires to accept such Assignment, and to assume all of Assignor's obligations under the Lease accruing from and after the Effective Date.
5. Assignor and Assignee have requested Landlord to consent to the Assignment.

NOW THEREFORE, in consideration of the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

Agreement

- a. In consideration of Landlord's consent to the Assignment, Assignee hereby covenants with Landlord that from and after the Effective Date, Assignee shall observe, comply with, and perform all terms, conditions and covenants of the tenant under the Lease, and perform all obligations of any kind whatsoever as and when the same are due to be performed by tenant pursuant to the terms of the Lease as though Assignee was the tenant originally named under the Lease, and that Assignee shall be subject to all of the Landlord's rights thereunder during the entire term of the Lease as though Assignee was the tenant originally named under the Lease.
- b. Nothing contained in this Agreement shall operate or be construed: (a) as a consent to or approval or ratification by Landlord of any of the provisions of the Assignment, (b) as a representation or warranty by Landlord as to any matters pertaining to the Lease or the Assignment, (c) to modify, waive, affect, release or discharge (i) any of the provisions, covenants, or conditions set forth in the Lease, (ii) any of Assignor's obligations under the Lease, (iii) any rights or remedies of Landlord under the Lease or otherwise, or (d) to waive any present or future breach or default on the part of Assignor under the Lease.

covenants, or conditions set forth in the Lease, (ii) any of Assignor's obligations under the Lease, (iii) any rights or remedies of Landlord under the Lease or otherwise, or (d) to waive any present or future breach or default on the part of Assignor under the Lease.

- c. Assignor acknowledges that, notwithstanding the Assignment, it shall continue to be liable under the Lease jointly and severally with Assignee.
- d. Assignor agrees to promptly reimburse Landlord for any reasonable legal fees or other expenses incurred by Landlord with respect to the review, preparation and negotiation of this Agreement.
- e. Landlord hereby consents to the Assignment strictly pursuant to the terms of this Agreement.
- f. No party hereto shall record (or cause to be recorded) with the Barnstable County Registry of Deeds (i) the Assignment or (ii) this Agreement, and any such recording shall automatically cause this Agreement and the Assignment to be voidable at Landlord's election.
- g. This Agreement contains the entire agreement between Landlord, Assignor and Assignee with respect to its subject matter contained herein, and incorporates and supersedes all prior negotiations, discussions and agreements between the parties. This Agreement may be amended only by subsequent written agreement between Landlord, Assignor and Assignee.
- h. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Time is of the essence of each and every provision of this Agreement. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i. This Agreement may be executed in one or more counterparts all of which when taken together will constitute a single agreement. All signatures need not appear on any one counterpart.
- j. This Agreement is submitted to Assignor and Assignee on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Assignor and Assignee have duly executed and delivered to Landlord duplicate originals hereof and of the Assignment, in form and substance acceptable to Landlord, (b) all rents and other charges due and unpaid under the Lease as of the Effective Date are paid to Landlord, (c) Landlord has executed and delivered one of such originals of this Agreement to Assignor and Assignee.
- k. All notices or other communications which are required or permitted hereunder to be given to any party shall be in writing and shall be deemed sufficiently given if delivered personally, by nationally recognized overnight courier or by registered or certified mail, return receipt requested, to the address of such party specified below, or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein:

If to Landlord: Town of Brewster
 Brewster Town Hall
 2198 Main Street
 Brewster, Massachusetts 02631
 Attn.: Town Administrator Peter Lombardi

with a copy to: _____

with a copy to: _____

If to Assignor: W. Leon Colson

If to Assignee: Bretten S. Johnson
P.O. Box 293
Harwich, MA 02645

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first set forth above.

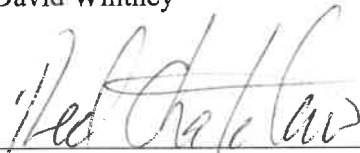
LANDLORD:
TOWN OF BREWSTER
SELECT BOARD



Cynthia Bingham



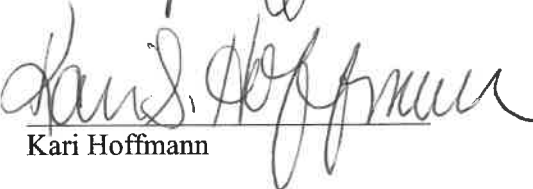
David Whitney



Ned Chatelain



Mary Chaffee



Kari Hoffmann

[ASSIGNOR AND ASSIGNEE SIGNATURES ON FOLLOWING PAGE]

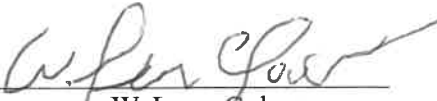
ASSIGNOR:

ASSIGNOR:



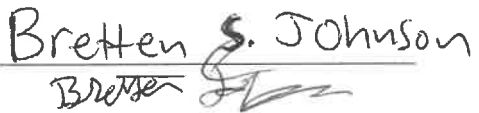
W. Leon Colson

COLSON LANDSCAPING, INC.




By: W. Leon Colson,
President

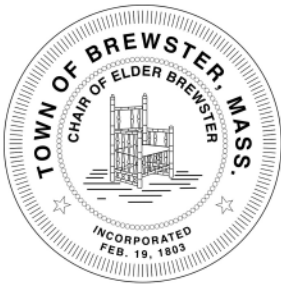
ASSIGNEE:



Bretten S. Johnson



Bretten S. Johnson



Town of Brewster

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

Office of:
Select Board
Town Manager

To: The Select Board
From: Erika Mawn
Date: June 2, 2023
RE: Annual Entertainment License Application – the Kitchen Café

JDT Investments, LLC d/b/a the Kitchen Café located at 2671 Main Street is applying for a new Annual Entertainment License. A public hearing was advertised, and abutters have been notified, consistent with the application process. Annual Entertainment licenses are valid from July 1 through June 30 each year. The Kitchen Café is also applying for an Annual Sunday Entertainment License through the State.

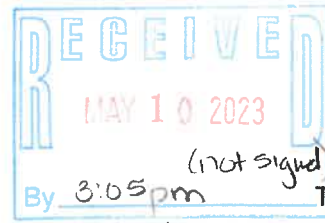
The following departments have also reviewed the application and have provided the following feedback, which will be shared with the applicant.

- Building Department- no comments regarding the application.
- Health Department- no comments regarding the proposed license application.
- Fire Department-
- Police Department- It appears that they will be taking steps to minimize impact to the neighbors. Recommends communication with the neighbors.
- Town Managers Office-The current liquor license hours end at 9pm and the entertainment license request is until 10pm. There are no other restaurant entertainment licenses in Town that start at 8am.
- Planning Department – The proposed occasional live indoor musical performances and the speakered music are customarily related and incidental to restaurant use and seem appropriate for issuance of the entertainment license as requested. They would not conflict with zoning permits or approvals issued to date, or with relevant provisions in the zoning bylaw.

Alternately, there is little detail provided about the proposed live outdoor musical performances in the request, which have the greatest potential to impact neighbors. To mitigate this potential impact, the Select Board might consider conditioning the license in one of two ways: either not approve the outdoor live music portion of the request and require further licensing in the future when more details are available and can be provided; or issue the license for all activities as requested, subject to the applicant agreeing to provide details about specific live outdoor musical performances to the town when proposed but with reasonable advance notice, including time to allow the town to consider the event and establish safeguards as deemed necessary.



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



Office of:
 Select Board
 Town Manager

3/15/23 - 12:48pm full app.

APPLICATION FOR ANNUAL ENTERTAINMENT LICENSE

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

Section 1: Applicant Information

TYPE: New Renewal

Name of Business/Corporation:	JDT Investments LLC, dba, The Kitchen Cafe
Name of Business Owner:	Danielle Panzica
Business Address (location of entertainment):	2671 Main Street
Mailing Address if different:	
Telephone # and Email Address:	

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

- Dancing by patrons on occasion Live music Theatrical exhibitions/Play
 Dancing by live performers Amplified music Disc Jockey
 Karaoke Radio/Television Coin operated Games
 Juke Box Recorded Music Pool/Billiards
 Other (please explain):

Section 3: Proposed Days and Hours of Entertainment

- Mondays: Start time: 8am End time: 10pm
 Tuesdays: Start time: 8am End time: 10pm
 Wednesdays: Start time: 8am End time: 10pm
 Thursdays: Start time: 8am End time: 10pm
 Fridays: Start time: 8am End time: 10pm
 Saturdays: Start time: 8am End time: 10pm

Sundays: Start time: 8am End time: 8pm

Section 4: Location of Entertainment: Indoors Outdoors

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

A fence on the west side of the property is being installed, the east side of the property already has a fence and the north side of the property has arborvitaes and a vacant lot of brush

Directional speakers can control the direction of the sound and limit its spread to neighboring areas

Limit the volume within the maximum allowable decibel level for both indoor and outdoor

Section 5: Detailed Description of Proposed Entertainment

Primarily for playing music inside the restaurant and on the outdoor patio via a Bluetooth speaker and Spotify during business hours

In the Spring Summer we will also look to use the Bluetooth speaker by the approved food trailer with the dBA of 70-75, during business hours.

Occasionally offering live music inside and on the attached outdoor patio at a dBA of 70-75. In the spring summer season we would like to have an occasional performance on the front lawn area for local musicians to showcase their talents.

July 8 would be our first outdoor artist and will play from 12pm-3pm with a dBA of 75-85. Any outdoor performances, excluding our outdoor patio, will be held in the day time only.

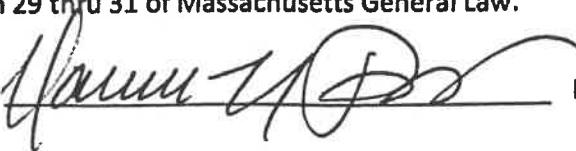
We would also like to be approved for a television for inside the dining area

Section 6: Previous or Current Violations

In the past year, has the applicant or business been notified of any violations? Yes No

If yes, please state the reason for the violation and the current status:

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

Applicant Signature:  Date: 5/13/2023

INSTRUCTIONS FOR AN ENTERTAINMENT LICENSE

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

ENTERTAINMENT LICENSE FEES

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

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

LOCAL LICENSING AUTHORITY- BREWSTER SELECT BOARD

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

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

I hereby certify that the structures shown hereon are located as they exist on the ground.

Donald T. Poole PLS #32682

Date



#2693 Main St.
Meredith Baler, Trustee
Deed Book 11018, page 338

#2693 Main St.
Meredith Baler, Trustee
Deed Book 11018, page 338

Plan Notes:

- 1) The Bearing basis is MA Coordinate System NAD83
- 2) The Vertical datum is NGVD88
- 3) The property shown hereon does NOT lie in a Flood Hazard Zone as shown on FEMA Map 25001C041J, Effective date 07/16/2014
- 4) Zoning District = VB (Village Business)
- 5) Lot Area = 33,819± Sq.Ft. (15,000 Sq.Ft. Minimum)
Building coverage = 2,280/33,819 = 6.74% (30% Maximum)
Green Space = 12,945/33,819 = 38.38%

Plan of Land
#2671 Main St, Brewster MA
prepared for
TKC Investments, LLC
Deed Book 34119, Page 146
Plan Book 394, Page 96
Scale 1" = 20' Sept. 27, 2022
o/s #1094001



COMMERCIAL LEASE

PARTIES

TKC Investments LLC, 21 Wormwood Street, Unit 402, Boston, MA 02210, hereinafter LESSOR, which expression shall include all heirs, legal representatives, executors, administrators, successors, and assigns where the context so admits, does hereby lease to JDT Investments LLC, 21 Wormwood Street, Unit 402, Boston, MA 02210, hereinafter LESSEE, which expression shall include administrators, successors, and assigns where the context so admits, and the LESSEE hereby leases the following, described premises

PREMISES

The property located at 2671 Main Street, Brewster, MA containing approximately 2118 rentable square feet plus or minus (entire leaseable space – see floor plan attached hereto and made a part hereof) The Property is to be delivered in its present AS IS condition unless otherwise described in Exhibit A.

TERM and RENT

The term of this lease shall be for a period of twenty-six (26) years commencing on May 14, 2021. The annual rent for this term shall be Fifty-Five Thousand Two Hundred Ninety six and 00/100 (\$55,296.00) Dollars payable on the first day of each month in the amount of \$4608.00 Four Thousand Six Hundred eight and 00/100 (\$4608.00) Dollars. The Lessee at the end of the term will have the option to renew the Lease for a five (5) year period which will automatically renew, unless Lessee gives 90 days written notice of its intent not to renew to the Lessor.

USE OF LEASED PREMISES

The LESSEE shall use the leased premises only for the town licensed use which is restaurant - lounge, and for no other purpose unless authorized by Lessor and by the town of Brewster. Tenant is responsible for any and all licenses for the intended use and agrees not to permit any violations of law at the leased premises.

COMPLIANCE WITH LAWS

(a) The LESSEE agrees that no trade or business shall be conducted upon the leased premises or use made thereof which will be unlawful, improper, unreasonably noisy or offensive or contrary to any law or any municipal by-law or ordinance in force in the town in which the premises are located.

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- (b) No burning of trash and removal of rubbish. The LESSEE agrees not to burn any trash on or near the demised premises and not to permit any offensive odors to be emitted therefrom. The LESSEE shall not store any dangerous or corrosive substances upon the demised premises and will be responsible for periodic removal of rubbish from the said premises. The LESSEE is responsible for the removal and/or disposal of hazardous waste in accordance with the local, state and federal law. Hazardous waste shall not be kept upon the premises and shall be removed on a daily basis, if necessary.
- (c) Use of sidewalks and areaways surrounding demised premises: The LESSEE will not block the sidewalks or areaways surrounding the demised premises and will keep the sidewalk immediately in front of LESSEE'S premises clean and free from debris or litter and will be responsible for removal of ice and snow therefrom. The LESSEE will keep the hallway and outdoor entry ways immediately in front of LESSEE'S premises clean and free from debris and litter.

FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to law or regulation from time to time established by the NEW ENGLAND FIRE INSURANCE RATING ASSOCIATION, or any similar body succeeding to its powers. The LESSEE shall, on demand, reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.

LESSOR warrants that the LESSEE'S intended use of the premises will not make voidable any insurance on the property of which the leased premises are a part or is contrary to law or regulations from time to time established by the NEW ENGLAND FIRE INSURANCE RATING ASSOCIATION.

ALTERATIONS AND ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed.

ASSIGNMENT SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to

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LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. In lieu of granting the LESSEE the right to assign or sublet the demised premises as set forth herein, the LESSOR reserves the right to terminate the within lease and enter a new lease at LESSOR'S option.

SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times and with 24 hour notice to the Lessee, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

In addition, the LESSOR reserves the right to enter the said leased premises or any part thereof, with 24 hour notice, except in the case of an emergency, for the purpose of running, caring for and maintaining pipes, wire, plumbing, ducts or any other appliances or fixtures through the leased premises which may be necessary or proper or which are used in connection with other parts of the property of which the leased premises are a part.

INDEMNIFICATION / INSURANCE REQUIREMENTS

The LESSEE will hold the LESSOR harmless and indemnified against any injury, loss or damage to any person or property on or about the leased premises caused by the LESSEE, its agents or business invitees for which the LESSOR is not responsible. In the event LESSOR is made a party to any litigation against the LESSEE for which the LESSOR is not responsible, the LESSEE shall indemnify the LESSOR and hold the LESSOR harmless against the same and shall pay all costs, expenses and reasonable attorney's fees resulting therefrom.

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DAMAGES, EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR or LESSEE may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and LESSEE grants to LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment and any relocation expenses or business interruption expenses and/or reimbursement available to LESSEE.

DEFAULT BANKRUPTCY

- (a) In the event of any failure of LESSEE to pay any rent due hereunder, including additional rent, within fourteen (14) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by LESSEE for more than thirty (30) days after written notice of such default shall be given to LESSEE, or if LESSEE shall have declared bankruptcy or insolvency, or filed any debtor proceedings, or shall take or have taken against LESSEE in any court, pursuant to any statute either of the United States or any State, a petition in or insolvency or for reorganization or for the appointment of a receiver or trustee of all or any part of LESSEE'S property if not dismissed within sixty (60) days, or if LESSEE shall abandon the demised premises or suffer this lease to be taken under any writ of execution, then LESSOR, in addition to any and all rights or remedies it may have, shall have the immediate right to re-entry and may peaceably remove persons and property from the demised premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE. all without service of notice or resort to legal process and all without being deemed guilty of trespass or becoming liable for any loss which may be occasioned thereby providing LESSOR shall act reasonably. Notwithstanding the foregoing, Lessor will be subject to the mandated 30 stay of the Bankruptcy Court unless so waived by the Court as a result of Lessor's Motion.
- (b) Should LESSOR elect to re-enter as herein provided or should it take possession pursuant to any notice provided for by law, it may either terminate this lease or may from time to time without terminating this lease make such alterations and repairs, as may be necessary to re-let, to the demised premises, and re-let said demised premises or any part thereof for such term or terms and at such rental or rentals which are

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reasonable. Upon each such re-letting all rentals received by the LESSOR from such re-letting shall be supplied in the order set forth below;

- (1) To the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR.
- (2) To the payment of any costs and expenses of such re-letting including brokerage fees, attorney's fees and costs of such alterations and repairs.
- (3) To the payment of rent due and unpaid hereunder.
- (4) The balance, if any, shall be held by LESSOR and applied in payment of future rents or expenses if the same may become due and payable in accordance with the order set forth above.

If such rentals received from such re-letting during any month shall be less than the amount to be paid during that month by LESSEE pursuant to this lease, then LESSEE shall pay to LESSOR any such deficiency to be calculated and paid monthly. No such re-entry or taking possession of the demised premises by LESSOR shall be construed as an election on its part to terminate this lease unless a written notice of such intention shall be given to LESSEE or unless the termination of this lease shall be decreed by a court of competent jurisdiction.

- (c) Notwithstanding any such re-letting without termination, LESSOR may at any time thereafter elect to terminate this lease for any breach. In addition to any other remedies it may have, it may recover from LESSEE all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorney's fees and including the worth at the time of such termination of the excess, if any, of the amount of rent, including additional rent, reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of said stated term, all of which accounts shall be immediately due and payable by LESSEE to LESSOR.

HOLDING OVER

In the event that the LESSEE remains in possession of the Premises after the expiration or termination of the Lease Term without express written agreement as to such holding over, then such holding over shall be deemed to be a tenancy from month to month at a rental equal to one hundred twenty percent (120%) of the rent payable during the last month of the Lease Term. Nothing contained herein shall be construed as obligating LESSOR to accept any rental tendered by LESSEE after the expiration of the Lease Term hereof or as relieving LESSEE of its liability to surrender the Premises as provided in this Lease.

NOTICE

Any notice from the LESSOR to LESSEE relating to the leased premises or to the occupancy thereof

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shall be deemed duly served, if mailed to the leased premises, registered or certified mail, return receipt requested postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at:

TKC Investments LLC
21 Wormwood Street, Unit 402,
Boston, MA 02210

Notice to the Lessee:

JDT INVESTMENTS LLC
21 Wormwood Street, Unit 402,
Boston, MA 02210

SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks, thereto, and other fixtures* connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

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BROKERAGE

LESSEE warrants and represents that it has dealt with no broker in connection with the consummation of this lease except for seller's broker. Only and in the event of any brokerage claim against the LESSOR by any other broker, predicated upon prior dealings with LESSEE, LESSEE agrees to defend the same and indemnify and hold LESSOR harmless against any such claim. All fees due to Brad Kuhrtz are due and payable by the LESSOR.

OCCUPANT ACKNOWLEDGEMENT OF SECURITY POLICY

1. **No Representations.** Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the facility or premises or of the effectiveness or operability of any security devices or security measures.
2. **No Warranty or Guarantee.** Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Occupants, or their guests, customers, patients or invitees against the criminal or wrongful acts of third parties. Each Occupant, guest, customer, patient or invitee is responsible for protecting his or her person and property.
3. **No Reliance on Security Devices or Measures.** Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

DEFAULT

In the event of any failure of LESSEE to perform any of the terms, conditions or covenants of this Lease to be observed or performed by LESSEE, LESSOR shall give LESSEE written notice of such default. LESSEE shall have thirty (30) days after receipt of such notice to cure said default. After said thirty (30) day period has expired, LESSOR shall have the right to declare LESSEE in breach of the Lease by delivering written notice of such breach to LESSEE in hand. LESSEE shall be deemed to be in breach of this Lease ten (10) days after receipt of said breach notice, provided said breach has not been cured prior to the expiration of said ten (10) day period. LESSEE's terms, conditions or covenants under this Lease, including all rent obligations shall continue during any such cure period provided that the use and operation by LESSEE at the premises is not impeded in any way. LESSEE shall not have the right to withhold rent for any reason unless the property is substantially damaged or destroyed and LESSEE cannot conduct its business at the premises.

LESSOR'S INITIALS

JU
DP

LESSEE'S INITIALS

JU
DP

AUTHORITY

Whoever executes the Lease on behalf of LESSOR and the LESSEE certifies and represents personally and individually to each other, by affixing his/her signature to the Lease that such person is presently duly authorized to sign same on behalf of the LESSOR and the LESSEE.

DEFINITION

The terms "LESSOR" and "LESSEE" shall be deemed to include their heirs, executors, administrators, successors and assigns, whenever the context so admits.

ADDITIONAL TERMS:

IN WITNESS WHEREOF, THE LESSOR AND LESSEE have hereunto set their hands and common seals this day of May, 2021

LESSOR:

BY:

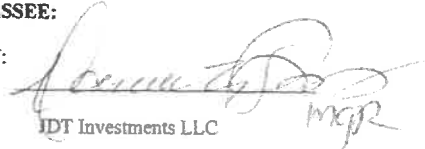
TKC Investments LLC



LESSEE:

BY:

IDT Investments LLC



LESSOR'S INITIALS

JU
DP

LESSEE'S INITIALS

JU
DI

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

Date:	05/18/2023
Order Number:	8845345
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	1.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO wickedlocal.com	2	05/26/2023 - 06/02/2023	Govt Bids & Proposals
NEO CAP Cape Codder	2	05/26/2023 - 06/02/2023	Govt Bids & Proposals

Total Order Confirmation	\$36.40
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Ad Preview

SEL/2671 MAIN ST.
LEGAL NOTICE
TOWN OF BREWSTER
PUBLIC HEARING
ENTERTAINMENT
LICENSE

The Brewster Select Board will hold a public hearing to review a request for an annual entertainment license from JDT Investments LLC, d/b/a The Kitchen Café located at 2671 Main Street. The hearing will be held on Monday, June 5 at 6:30pm. All interested parties are invited to attend.

This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. As a courtesy only, access to the hearing is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest should make plans for in-person vs. virtual attendance accordingly.

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

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

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

Zoom Webinar:
<https://us02web.zoom.us/j/89092910526?pwd=VHM2V3hrVklhSTloWWhVU09kanUzQT09>
Passcode: 509224

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

AD#8845345
Cape Codder 5/26, 6/2/23

TO: The abutters of 2671 Main Street, Brewster MA 02631

To Whom It May Concern.

Please note that JDT Investments LLC, d/b/a The Kitchen Cafe, has filed an application for an Annual Entertainment License with the Select Board. Below is the legal advertisement that will run in the May 26, 2023, and June 2, 2023, edition of the Cape Codder and online.

TOWN OF BREWSTER
PUBLIC HEARING
ENTERTAINMENT LICENSE

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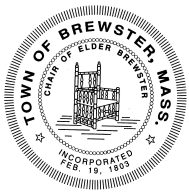
Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 890 9291 0526 Passcode: 509224
To request to speak: Press *9 and wait to be recognized.

ZoomWebinar:

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

Passcode: 509224

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

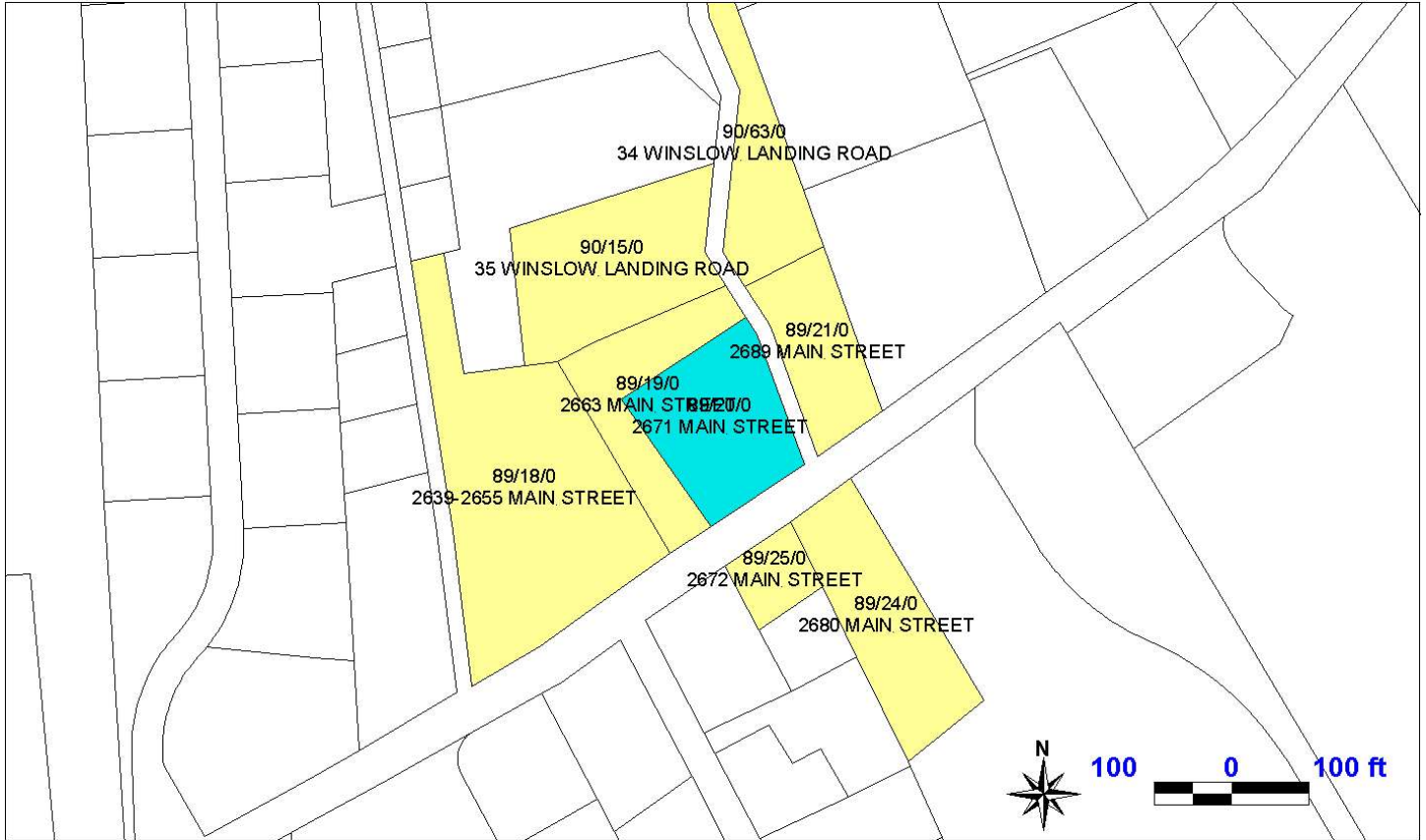


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

Certified by:

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

Custom Abutters List for Parcel 89/20/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1625	89-18-0-R (15-107)	BREWSTER MAIN STREET REALTY LLC	2639-2655 MAIN STREET	P O BOX 524	SOUTH YARMOUTH	MA	02664
1436	89-19-0-R (14-52)	BAIER MERIDITH TRUSTEE CLARMAR TRUST	2663 MAIN STREET	2663 MAIN STREET	BREWSTER	MA	02631
1434	89-21-0-R (14-50)	N & N REAL PROPERTIES LLC	2689 MAIN STREET	34 RUSSET ROAD	BREWSTER	MA	02631
1442	89-24-0-R (14-59)	MOSTYN JOHN A TRUSTEE OLD KING'S HIGHWAY NOM TRUST	2680 MAIN STREET	2907 MAIN STREET	BREWSTER	MA	02631
1438	89-25-0-R (14-55)	LEIGHTON KELLER LLC	2672 MAIN STREET	35 ROUTE 134 UNIT 1	SOUTH DENNIS	MA	02660
1413	90-15-0-R (14-36-1)	BAERGA LOUIS A & ANDREA C	35 WINSLOW LANDING ROAD	P O BOX 687	BREWSTER	MA	02631
1416	90-63-0-R (14-36-5)	ELDREDGE MATTHEW R & KRISTINA M	34 WINSLOW LANDING ROAD	34 WINSLOW LANDING ROAD	BREWSTER	MA	02631

89-18-0-R

BREWSTER MAIN STREET REALTY LLC
P O BOX 524
SOUTH YARMOUTH, MA 02664

89-19-0-R

BAIER MERIDITH TRUSTEE
CLARMAR TRUST
2663 MAIN STREET
BREWSTER, MA 02631

89-21-0-R

N & N REAL PROPERTIES LLC
34 RUSSET ROAD
BREWSTER, MA 02631

89-24-0-R

MOSTYN JOHN A TRUSTEE
OLD KING'S HIGHWAY NOM TRUST
2907 MAIN STREET
BREWSTER, MA 02631

89-25-0-R

LEIGHTON KELLER LLC
35 ROUTE 134 UNIT 1
SOUTH DENNIS, MA 02660

90-15-0-R

BAERGA LOUIS A & ANDREA C
P O BOX 687
BREWSTER, MA 02631

90-63-0-R

ELDREDGE MATTHEW R & KRISTINA M
34 WINSLOW LANDING ROAD
BREWSTER, MA 02631

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: MOSTYN JOHN TRUST
 2907 Main St.
 Brewster MA 02601

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: PO Box 524
 South Yarmouth MA
 02604

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: BAIER MERIDITH TRUST
 2663 Main St
 Brewster MA 02603

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: ELDRIDGE MATHREW KRIST
 34 Winslow Landing
 Brewster MA 02603

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: BAIRDA LOUIS + ANDREA C
 PO BOX 657
 Brewster MA 02603

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: LEIGHTON KELLER LLC
 35 Route 134
 Unit 1
 Brewster MA 02603

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807-03

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE Certificate of Mailing
 This Certificate of Mailing provides evidence that mail has been presented to USPS® for this form may be used for domestic and international mail.

From: 21 WORMWOOD ST
 Unit 402
 Boston MA 02210

To: NTN Real Property
 34 Russet Road
 Brewster MA 02603

U.S. POSTAGE PAID
 BOSTON, MA
 MAY 23, 23
 MAXIMUM AMOUNT
\$1.85
 R2305K135807-03

RDC 99

PS Form 3817, April 2007 PSN 7530-02-000-9065

From: [Kathleen Belknap](#)

Sent: Sunday, June 4, 2023 7:55:47 PM

To: [David Whitney](#)[Ned Chatelain](#)[Kari Hoffmann](#)[Mary Chaffee](#)[Cynthia Bingham](#)[Peter Lombardi](#)[Donna Kalinick](#)[Erika Mawn](#)

Subject: Oppose Entertainment License for Kitchen Cafe

Importance: Normal

Sensitivity: None

Archived: Monday, June 5, 2023 1:34:36 PM

Hello,

My name is Kathleen Belknap and I currently live at 2539 Main Street, however, prior to living on Main Street, I lived on Winslow Landing for 15 years, so I am very familiar with the neighborhood and associated issues. As a resident of Brewster, I am writing to oppose the Kitchen Cafe's request for an entertainment license.

From the time they opened in December 2021 Kitchen Cafe began operating as a limited-service restaurant when they were permitted for full service only, creating a much higher use of service and a significant increase in neighborhood traffic. And now, Kitchen Cafe's current application for an entertainment license misrepresents the truth. In Section 6 of the application, they say they have had no violations in the last year. That is not true in that they were issued violations last summer (July 2022) in their operation of the food trailer and food truck. Last year they applied for an entertainment license and were denied due to their lack of compliance. The next day there was music playing at the food trailer which continued until neighbors complained.

If you are permitting for music, there should be conditions. For example, the conditions for music at both The Woodshed and Brewster Pizza (when it had an entertainment license) were indoors only and require(d) that doors and windows be kept closed.

Kitchen Cafe applied for a Special Permit in December 2022 in an attempt to come into compliance, but as I understand it, the permit is in the appeals court so, legally, they are still out of compliance. If granted, this entertainment license would allow unbridled live and amplified music, in or outdoors from 8am -10pm daily and 8am-8pm on Sunday. No one should have to live under those conditions. It's no wonder the Special Permit is under appeal.

In addition, the fact that Kitchen Cafe operated all last summer knowingly out of compliance and continued to do what they were told they were not allowed to do, proves that they cannot be trusted to follow the rules and honor the by-laws that we voted to live by. I do not think any new licenses should be granted until the appeal is settled and we as neighbors know what the final Special Permit will allow.

I have to be out of town tomorrow, otherwise I would attend in person. I would appreciate it if you could read my letter publicly into the record. Thank you for your consideration.

Sincerely,
Kathleen Belknap

Archived: Monday, June 5, 2023 1:34:28 PM

From: [Norman Cantin](#)

Mail received time: Mon, 5 Jun 2023 00:41:25

Sent: Sunday, June 4, 2023 8:41:27 PM

To: [David Whitney](#) [Ned Chatelain](#) [Kari Hoffmann](#) [Mary Chaffee](#) [Cynthia Bingham](#) [Peter Lombardi](#) [Donna Kalinick](#) [Erika Mawn](#)

Subject: Kitchen Cafe Annual Entertainment License

Importance: Normal

Sensitivity: None

Hello,

My name is Norm Cantin, I have been a resident of Winslow Landing for 34 years. I am opposed to granting an Entertainment License for the Kitchen Cafe.

Currently we can hear the wedding parties from Ocean Edge and the baseball announcer at Stoney Brook field during baseball games. The Kitchen Cafe is located much closer to our residence and will likely create a significantly higher noise level due to its proximity. I have not seen any information on noise levels they expect to generate, and what the town ordinances allow and how it is enforced. Especially with amplified outdoor performances.

Of note on the Kitchen Cafe application, Section 6 asks if there have been any violations in the last year, and the owners checked "No," however, from what I understand there have been several violations from 2022:

- Operating a food truck when the health department had denied them a permit to do so.
- The Kitchen is not allowed to have more than one storage vehicle on the property. I count three.
- They have had dogs in the cafe when serving food.

I believe that the Kitchen Cafe is still out of compliance with their original permit. I am not confident the Kitchen Cafe will abide by the town of Brewster regulations given their past performance.

We do not want to be subjected to loud performances and additional noise. Please add my letter to the official record and deny this application for an Annual Entertainment License.

Sincerely
Norm Cantin

6/4/23

To: Brewster Select Board

Fr: Louis & Andréa Baerga / 35 Winslow Landing Rd.

Re: Annual Entertainment License JDT Investments LLC / The Kitchen Café

Dear Brewster Select Board:

We are unable to attend the June 5th meeting as our daughter is receiving a scholarship at Scholarship Awards Night (NRHS).

We are sending this letter to express our concerns and ask that it be read into the record. We are abutters to the Kitchen Café. Our house is about 80 feet north of the restaurant property line.

We are fine with the TV request and with the indoor Bluetooth speaker with Spotify music request.

We are fine with outside Bluetooth speaker with Spotify music if it is not loud. We are concerned because the 70 – 75 decibel level is the equivalent of a vacuum cleaner so 75 decibels may be excessive. We do not like the idea of outdoor music of any type going from 8 a.m. - 10 p.m. This is extreme and inconsiderate seeing that it barely reserves any time during waking hours for peace and quiet.

We are vehemently against **any** outdoor music at **any time** that is live and/or amplified for several reasons:

- Several years back, there were a lot of issues after Brewster Pizza House was allowed to host indoor music. There were many complaints from nearby homes: The music was too loud due to the doors being open, the music went later than permitted, and there was a great deal of crowd noise gathered outside the restaurant. It seems things have improved since then - keep in mind these were problems that arose from indoor music.
- This past Memorial Day weekend, the Orleans shopping center with Jo Mama Bagels had an event with an outdoor band and merchandise tables. They roped off the small parking lot so people had to park across the street by Walgreens. People had to cross busy 6A to access the event and were at the mercy of traffic. It was not a great situation, but it was only for 1 day. People are drawn to outdoor bands which is going to cause a bad parking & traffic situation for other local merchants and our neighborhood.
- If Kitchen Café is granted outdoor live and/or amplified music, in fairness, what is to stop JTs Seafood from requesting the same? And then we have a “battle of the bands”

situation and more of a headache.

- During the summer, there are several weddings at Ocean Edge and often we can hear the music on Winslow Landing. That is roughly ½ mile from here.
- We have been living at our current address for over twenty years. In all this time, we have never had concerns about the operations of the various restaurants at the top of Winslow Landing Road. Simply because they adhered to the usage that they had been originally designed for - to function as restaurants. We understand the need to expand business over time and this has led to outdoor dining or service and that is fine. However, it seems that allowing a venue to host outdoor music entertainment so close to residential housing is another usage entirely.
- We enjoy relaxing on our porch and in our backyard like everyone else. We hear the murmur of traffic, people enjoying themselves at the restaurants, and neighbors in yards which is fine. But what we most love is listening to nature.

Thank you for taking the time to read our concerns.

Sincerely,

Louis & Andréa Baerga

In celebration of Earth Day 2023, join us for

BEAUTIFY BREWSTER

A day of service and cleanup for the Town of Brewster!

Saturday, April 29th, 2023

Rain date: Sunday, April 30th

Start times vary, depending on location.



Trash bags & safety vests provided!

For more information:

**rburch@brewster-ma.gov
megmorris141@gmail.com**

Hope to see you there!

**With your help, we can create a
litter free Brewster!**

Organized by

**Brewster Department of Natural Resources
and The Cape Cod Anti-Litter Coalition**

Sponsored by

**Green Road Refill ❖ Brewster Ace Hardware❖ Home Depot
Mid-Cape Home Centers ❖ Ocean State Job Lot ❖ Trader Joe's
Stop & Shop ❖ Shaw's Market ❖ Ocean Edge Resort
Brewster Pizza ❖ Laurino's ❖ Pepsi Cola ❖ Café Alfresco
Brewster Inn & Chowder House ❖ Brewster Farms Market**

FOOD RELATED TRASH		WASTE	NUMBER OF VOLUNTEERS
BAGS, grocery	190	1560+	277
BAGS, retail thick	37		
BOTTLES, glass	396		
BOTTLES, nips	3590		
BOTTLES, plastic, soda	222		
BOTTLES, plastic, water	253		
BOTTLES, plastic, other	244		
CANS, beverage	1001		
CANS, food	29		
CAPS, LIDS plastic	535		
CAPS, LIDS metal	240		
WRAPPERS, food	723		
FOOD WRAPPERS & CONTAINERS	74		
CONTAINERS, take out, foam	142		
CONTAINERS, take out, paper	137		
CUPS, single use	397		
CONSTRUCTION MATERIAL	0		
RUBBER, TIRE, AUTO pieces	163		
E-WASTE	21		
FOAM PIECES	338		
GLASS PIECES	457		
PLASTIC PIECES	1628		
POWER/CABLE CONST WASTE	2		
CIGARETTE & PERSONAL HYGIENE TRASH	0		
CIGAR tips	80		
CIGARETTES butts/filters	13673		
CONTAINERS, dip	71		
E-CIGARETTE	69		
LIGHTERS	15		
PACKAGING	387		
COVID/MEDICAL TRASH	137		
PERSONAL HYGIENE TRASH	86		
Lottery tickets	30		
Misc. Pieces of PAPER	333		
MISC. TRASH	0		
UNRECOGNIZABLE	557		
STRAWS	253		
CLOTHING, SHOES/TEXTILES	131		
FOIL/METAL	507		
OTHER	57		
DOG WASTE, #BAGS	7		
CAR PARTS	32		
SHINGLES	16		

TOP FIVE	2023	2022
CIG BUTTS	13673	10274
NIPS	3590	2767
BEV CANS	1001	887
FOOD WRAP	723	727
PLASTIC BI	1628	1435
# PIECES	27559	22216

PLASTIC BUCKETS/GARDEN POTS	3
BAGS OF TRASH	1
BIKE CHAIN	0
FLAGS	1
BALLS	2
STRING/ BALLOONS	10
AQUACULTURE BAGS/TAGS	20
BAIT BAGS	4
LOBSTER POT IDS	15
LOBSTER POT VENTS	15
LURES, HOOKS, LINE	9
NETS, PIECES OF NETS	20
ROPE	75
STRAPPING BANDS	3
TRAPS,POTS, PIECES	1
WASTE WATER DISCS	0
MICROPLASTICS	4
HYPODERMIC NEEDLE	2
WHIPPED CREAM CONTAINERS	0
CANNIBIS JOINT PLASTIC CONTAINER	0
CHRISTMAS TREE AND WREATH	0
INSULATION/PLASTIC SHEETS	18
GLASSES	1
LAMPSHADE	0
MONEY	3
SHEETROCK	0
BABY DIAPER	2
TOOTHPICKERS	6
FISHING ROD	0
SHOTGUN SHELL CASINGS	19
TOYS	4
GOLF BALLS	8
POLITICAL SIGNS	2
ZIP TIES	22
JEWELRY	1
FOOD	28
TOTAL PIECES	27559

NOTE 1 - 3 FULL TRASH; LITTLE RECYCLABLE
SLEEPING BAG. FOOD
ELECTRIC RAZOR, SCREWDRIVER BATTERIES

Year	Contact	Company
2023	Assistant Manager Kathy	Hinckley Home Center
2023	Manager John/Asst. Mgr. Sonya	Ocean State Job Lot
2023	Manager Ray/Asst. Mgr. Brian	Stop & Shop Orleans
2023	Mgr. Cassidy Cofran	Shaw's Orleans
2023	Mgr. Lynne Andreozzi	Stop n Shop Harwich
2023	Mgr. Lino Lima	Stop n Shop Dennis
2023	Owner Jim Baskin	Ace Hardware Brewster
2023	Mgr. Matt Ziehl	Home Depot Hyannis
2023	Dan Taylor, Manager	Mid Cape Home Center Orleans
2023	Donations Mgr. Laura Grossman	Trader Joe's Hyannis
2023	Owner Jeff	Laurino's Brewster
2023	Owner Chris and Jimmy	Cafe Al Fresco Brewster
2023	Owner Rage Patel	Brewster Farms
2023	Owners Jamie and Danielle	The Kitchen Cafe Brewster
2023	Owner Bob Ford	Brewster Chowder House
2023	Assoc. Adm. Asst. Meg Marshall	Pepsi Bottling Company
2023	Owner Stammti	Brewster Pizza
2023	Bob Newman	Ocean Edge Resort

Str Add	Town St Zip	Product	
138 MA-137	Harwich, MA 02645	25 dowels for pickers	
260 Upper County Road	Dennis, MA 02639	a \$125.00 gift card	
24 Massachusetts 6A	Orleans, MA 02653	a \$50.00 gift card	
9 West Road	Orleans, MA 02653	a \$50.00 gift card	
Rt. 39 and Rt. 137 Harwich Commons	Harwich, MA 02645	a \$25.00 gift card	
500 Rt. 134, Patriot Square Mall	South Dennis, MA 02660	a \$50.00 gift card	
2632 Main Street	Brewster, MA 02631	5 boxes of white trash bags; 5 clear trash bags	
65 Independence Drive	Hyannis, MA 02601	\$250.00 worth of containers and trash pickers	
5 Main Street	Orleans, MA 02653	a \$100.00 gift card	
655 Massachusetts 132	Hyannis, MA 02601	\$60 worth of snacks	
3668 Main Street	Brewster, MA 02631	lasagna, chicken and penne pasta, pasta with meat sauce	
1097 Main Street	Brewster, MA 02631	25 chicken salad wraps	
2771 Main Street	Brewster, MA 02631	bags of snacks	
2671 Main Street	Brewster, MA 02631	25-30 assorted wraps and chips	Asst. Mgr J
1933 Main Street	Brewster, MA 02631	chowder and crackers	
103 State Road	Sagamore, MA 02562	15 cases of sparkling waters	
2655 Main Street	Brewster, MA 02631	9 pizzas	
ryan to SEND EMAIL		assorted desserts and pastries	

2022 Year in Review

CAPE COD COMMISSION



CAPE COD
COMMISSION

From the Executive Director

Work to address housing, fresh and coastal water quality, climate change and coastal resiliency, economic stability, and infrastructure were Commission priorities in 2022 and continue to be at the forefront of our agency's work and many others across the region. Partners in these efforts, from non-profit organizations and the business community to our local and regional governments, are critical to support a strong future for Cape Cod.

As we continue to address our region's most critical challenges, we are being intentional about considering our most vulnerable populations and ensuring that equity

principles are integrated throughout our work.

Significant effort on our Freshwater Initiative and the development of a Regional Housing Strategy for Cape Cod continues to be a focus of the Commission. Addressing the health of our freshwater resources and working to ensure housing is affordable and attainable for those who need and want to live and work in our region are issues of utmost importance.

We are also continuing to implement the Cape Cod Climate Action Plan by engaging students through our Climate Ambassador program, finding solutions to protect our region's low-lying roads, working to enhance the region's electric vehicle infrastructure, and developing climate tools for our local communities.

In 2022, we released the Early Education and Childcare Needs Assessment, which

provided a stark picture of the high cost and lack of available, quality childcare in the region. The report included several strategies to meet the needs of our community, and we will continue to work with towns, legislators, businesses, and residents to help implement these strategies and solutions.

It was inspiring to gather with hundreds of local leaders and stakeholders once again at this year's OneCape Summit. Conversations on- and off-stage demonstrated the care members of our community have for the region. Presenters highlighted local successes in advancing water quality, providing affordable childcare, and paving the way for improved access to affordable housing. We convened with regional organizations around the issues of freshwater and climate action and welcomed speakers from across the

country who shared their innovative approaches for tackling housing affordability and availability.

The Commission is also committed to community collaborations that support safe and reliable canal crossings as part of the once-in-a-century project to replace the iconic yet functionally obsolete Bourne and Sagamore bridges.

I am grateful for the partnerships that help us carry out our mission of keeping this special place special. Together we are building a stronger Cape Cod.



Kristy Senatori
Executive Director

Coastal Water Quality Efforts Continue Across Cape Cod

Towns across Cape Cod are taking action to improve coastal water quality. Local solutions are gaining public support and many communities are taking advantage of available financing and funding. While we have made progress, much work remains to be done. During this year's OneCape Summit, local, regional, and national experts and advocates highlighted efforts to protect and preserve Cape Cod's water quality.

Massachusetts Secretary of Energy and Environmental Affairs Beth Card and Undersecretary Gary Moran noted significant progress in the seven years since

2018 Plan implementation. They discussed how the state can foster long-term watershed permitting plans that continue to improve water quality on the Cape.

US EPA Deputy Administrator Janet McCabe joined Cape Cod Commission Executive Director Kristy Senatori and Association to Preserve Cape Cod (APCC) Executive Director Andrew Gottlieb for a discussion about ongoing work on the local and national levels to address the region's water quality issues. McCabe highlighted significant resources available through the EPA to help fund water quality solutions over the next five years.



See more from the OneCape Summit at: onecape.capecodcommission.org/



\$28 Million Awarded for Water Quality Projects

In June, the Cape Cod and Islands Water Protection Fund (CCIWPF) awarded

nearly \$28 million in subsidies to water quality and wastewater projects in four towns. The funding supported sewer infrastructure or treatment facility upgrades in Barnstable, Chatham, Falmouth and Orleans. The town of Orleans was also awarded over \$4

million to implement a permeable reactive barrier. Since its inception in 2018, the CCIWPF has provided nearly \$100 million in subsidies to support critical wastewater and water quality projects across the region. Learn more at: cccom.link/CCIWPF

CAPE COD FRESHWATER INITIATIVE UNDERWAY

The Cape Cod Commission began work on the Cape Cod Freshwater Initiative, a science-based, information-driven planning process to protect and restore Cape Cod's freshwater resources. The effort is supported by nearly \$2.5 million in funding from the Barnstable County Assembly of Delegates and Board of Regional Commissioners.

Work completed in 2022 includes an update to the Pond and Lake Atlas, creation of the interactive Pond Viewer, development of pond profiles for each Cape Cod town, and research on pond remediation and restoration strategies. Contracts are also in place with ERG to conduct an economic analysis of ponds and lakes in the region and with APCC to collaborate on development of a regional pond monitoring program. In addition, the Commission and APCC hosted three meetings of the Pond Network, a forum for those interested in the current and future health of ponds to share strategies, ideas, and knowledge.

Efforts will continue in 2023 with stakeholder meetings, understanding the efficacy of remote sensing, development of a regional pond monitoring program, and more. Learn more at: capecodcommission.org/ponds

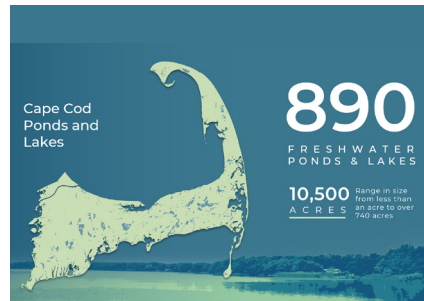


Cape Cod Pond and Lake Atlas Released

In spring 2022, the Cape Cod Commission released an updated Pond and Lake Atlas to serve as a resource for improving the health of ponds and lakes on Cape Cod.

The Atlas examines the Cape's freshwater bodies, covering pond ecology, water quality, and strategies to restore pond health. It provides a current assessment of the importance of ponds on Cape Cod, the threats they face, and demonstrates the need for action to improve and adequately manage these valued and unique resources. It is designed to support renewed and expanded efforts on pond management within the region.

The Atlas includes an updated listing of the region's 890 freshwater ponds and lakes, along with a profile for each town. The online Pond Viewer was also released as a companion tool to the Atlas. Together, the Atlas and Viewer may be used to explore Cape Cod's ponds, ecology, and the challenges they face.

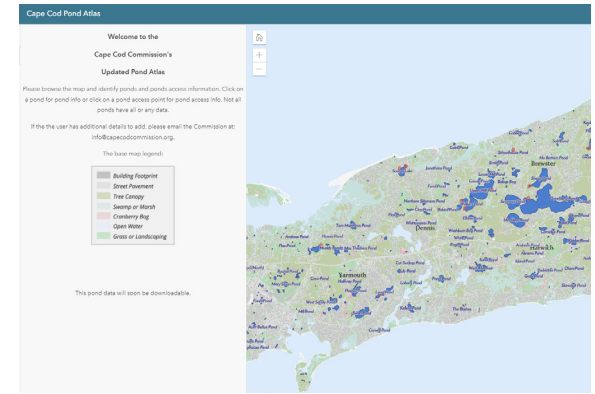


Find the Pond and Lake Atlas at: capecodcommission.org/our-work/ponds-and-lakes

The updated Pond and Lake Atlas provides baseline information for the Freshwater Initiative, a comprehensive planning process that will define a path forward for improving pond water quality across the region. The Initiative will apply the "Cape Cod model" of data-driven and collaborative planning that was implemented to address coastal water quality issues in the 208 Plan Update.

Pond Viewer Provides In-depth Look at Cape Cod's Ponds and Lakes

The Pond Atlas Viewer is an online map-based tool that allows users to view available data on all the ponds and lakes on Cape Cod. It also serves as a companion resource to the updated Pond and Lake Atlas. Through an interactive online interface, users can zoom into the map, view map



Explore the Pond Viewer data: cccom.link/pond-atlas

resource layers, select ponds, and access geographic information about ponds of interest and their surrounding land uses. Geared toward the typical resident or visitor of Cape Cod, the map viewer

may also serve as a planning and communication resource as communities consider management actions to address pond health. The Pond Viewer will be updated to reflect the best available data and information.

IMPROVING HIGH GROUNDWATER LEVEL ESTIMATION

The new High Groundwater Levels Data Viewer is now the most up-to-date and accessible data resource for determining seasonal high groundwater levels across the Cape. Users can search for or navigate to and click on a map location, and a popup will display the applicable index well, current water level, and required groundwater adjustment. Explore: cccom.link/groundwater-level-viewer



Cape Cod Ponds Network Established

The Cape Cod Ponds Network was convened in June as a forum for pond stewards and stewardship organizations on Cape Cod, in response to growing concern over the health of the region’s freshwater ponds.

The network is coordinated by the Cape Cod Commission and the Association to

Preserve Cape Cod, and currently includes more than 40 pond organizations.

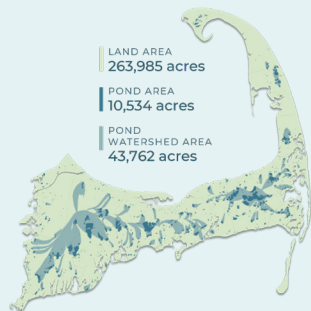
The Ponds Network is designed to provide a single forum and meeting place for pond groups across Cape Cod. Members collaborate, share resources, and work together to identify areas of emerging interest on pond

topics of regional relevance.

Feedback gathered through the Ponds Network meetings will be used to inform the Cape Cod Freshwater Initiative. The group will also help advance the development of strategies and solutions to improve pond health that are identified through the Initiative.



The OneCape Summit hosted Pond Network attendees at their second meeting in August. Learn more about the Pond Network at: capecodcommission.org/ponds



Ponds on Cape Cod

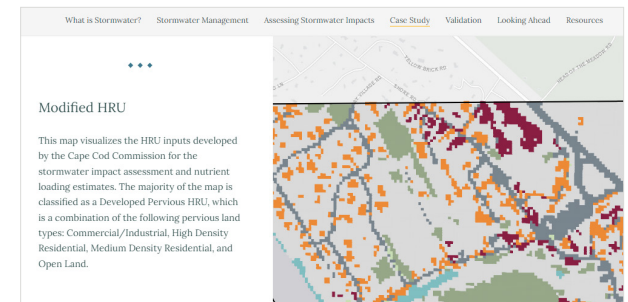
890	167	171	395
Total Ponds on Cape Cod	Pond watersheds delineated	10+ Acre Ponds	Named Ponds

DATA STORY: THE FRESHWATER CONNECTION

Freshwater ponds and lakes comprise nearly 11,000 acres, about 4% of Cape Cod’s total acreage. The Data Story, featured in the Commission’s September newsletter, highlighted the Ponds Viewer and related characteristics of Cape Cod’s ponds and lakes. Callouts include pond size and depth, naming, and information regarding delineated pond watersheds, and other pond characteristics. Explore the data: datacapecod.org/pf/the-freshwater-connection/

Estimating Stormwater Impacts for the Region with HRUs

A new Storymap aims to simplify estimating the impacts of stormwater runoff through the use of Hydrologic Response Units (HRUs). HRUs represent land areas of common physical characteristics that are expected



to respond to precipitation and weather events in a similar way. Using widely available data layers and GIS software to aggregate these characteristics, estimates of the major stormwater

concerns (flooding, nutrients, sediment) can be calculated. Commission staff presented the HRU Storymap during a SNEP Network webinar in June. Explore: cccom.link/HRU



2022 ONECAPE SUMMIT IN REVIEW

The 2022 One Cape Summit, held in August, welcomed more than 300 engaged and committed stakeholders in person for the first time since 2019.

Designed to inspire informed action on our region's most pressing challenges, plenary and breakout sessions held throughout the two-day summit focused on ways to improve housing affordability and accessibility, manage aging infrastructure, address marine and freshwater quality, mitigate and adapt to climate change, lay the foundation for sustained economic development, ensure equity in planning processes, and utilize the best available data and information to make informed decisions.

Over the course of the two-day summit, inspiring speakers from across the region and the country shared successes and lessons. The exciting conversations held both on and off stage throughout the event have the potential to translate into actionable steps to solve our region's most pressing challenges.



Equity Driven Planning

Dr. Karilyn Crockett, Professor with the MIT Department of Urban Studies and Planning, led off the first day of plenary session speakers with insights from her work as the City of Boston's first Chief of Equity. She connected the Summit's efforts to strengthen the region with

bold thinking and commitments for equity-driven planning. Over the course of the event Dr. Crockett and other speakers discussed designing planning processes and solutions that incorporate and engage vulnerable populations to ensure equity across all priority initiatives.

Housing Solutions and Strategies from Local, Regional, and National Experts

Housing is a critical challenge facing Cape Cod. Over the course of the OneCape Summit, attendees heard about existing collaborations and new strategies for addressing the region's housing crisis.

Commission staff outlined the Regional Housing Strategy that aims to address housing supply, affordability, and availability issues. Speak-

ers detailed the Commonwealth's housing priorities and offered unique perspectives from across the country, including strategies from Vail, Colorado, Lake Tahoe, and the City of Boston.

Experts from on- and off-Cape shared recent local efforts to advance Town Meeting articles in support of housing development



Explore all the 2022 OneCape Summit resources and recordings at: onecape.capecodcommission.org/

and affordability and discussed data, tools, and resources available to Cape Cod communities to support their housing goals.



Florence Seldin Recognized with 2022 OneCape Award



The Cape Cod Commission was honored to recognize Dr. Florence Seldin with the 2022 OneCape Award for her many

remarkable contributions to the community.

In addition to serving on and holding leadership roles on many boards and committees within the Town of Chatham, she served as representative to the Cape Cod Commission from 2006 to 2009. Her legacy will live on with the Dr. Florence Seldin

Family Support Program, which provides funding to help Chatham families access preschool programs.

The OneCape Award is presented annually, during the OneCape Summit, to a person or organization that exemplifies outstanding leadership and dedication to Cape Cod.

Economy and Environment Highlights

Over the course of the Summit, the Commission's mission to balance environmental protection with economic progress was reflected across speakers and sessions.

Northeast Clean Energy Council President and former Mayor of Somerville Joe Curtatone spoke to local leadership and the climate economy, noting the intersectionality of regional issues and pathways for opportunity. His remarks connected the importance of climate action with exciting new business development and economic opportunities.

Plenary speakers and breakout sessions aimed to highlight ongoing work to improve the



OneCape Summit 2022 proceedings are available online. View all plenary and breakout session recordings: onecape.capecodcommission.org/

region's access to affordable childcare, including an overview of the Early Education and Childcare Needs Assessment findings, the impact of childcare on our local economy, successful local efforts to provide affordable childcare to residents, and legislative priorities designed to improve affordability and access to childcare.

COASTAL EROSION AND POND HEALTH MOBILE WORKSHOPS

A guided tour of the Monomoy National Wildlife Refuge and Jackknife Cove in Chatham offered mobile workshop attendees a firsthand look at the rapidly changing coastline and offered information on ways the community is building resiliency. A separate tour of Pilgrim Lake in Orleans and Hinckley's Pond in Harwich offered attendees a better understanding of the functions and stressors of Cape Cod's freshwater resources with an onsite workshop on pond ecology.



CLIMATE ACTION PLAN IMPLEMENTATION

The Cape Cod Climate Action Plan provides a framework for adapting to and mitigating the impacts of climate change on Cape Cod. Since its adoption last year, Commission staff and partners have been actively implementing recommendations. While the Climate Action Plan identifies specific recommendations for the Cape Cod Commission, such as providing data, information, resources and technical support and identifying funding, successful implementation relies on collaboration and continued community engagement.

Over the last year, Commission staff have worked to develop a suite of resources that support local efforts to address climate impacts within their communities. These include the Low Lying Roads Project, model bylaws that address coastal resilience, large-scale solar projects, and electric vehicle infrastructure, along with a comprehensive set of floodplain design guidelines. Work is also underway to create additional regulatory tools for development in the floodplain, including a coastal floodplain zoning bylaw and wetland regulations.

In addition to these regional efforts, implementation of the Climate Action Plan requires that communities have the resources and tools available to plan for and implement local actions. This will remain a focus of the Commission's work in the coming year.

Strengthening the Region's Low-lying Roads

Work is underway with all 15 Cape Cod communities to examine vulnerabilities in the roadway network and identify solutions.

Launched in 2021, work on the Low-Lying Roads project ramped up in 2022, with workshops and site visits taking place in the towns of Barnstable, Bourne, Brewster, Dennis, Eastham, Orleans, Sandwich, Wellfleet, Truro, and Yarmouth.

With funding support from the U.S. Economic Development Administration and the Massachusetts Municipal Vulnerability Preparedness (MVP) program, the Commission contracted with the Woods Hole Group to conduct a vulnerability assessment of roadway segments, bridges, and culverts due to flooding from the combined effects of sea level rise and storm surge, employing state of the art model-



Learn more at: capecodcommission.org/our-work/low-lying-roads-project/

ing and community engagement to identify and prioritize low lying roads to target for action.

Each town will receive three conceptual designs and estimated costs for alternative solutions for two roadway segments. The designs delivered should provide communities with enough information to choose a solution and seek funding for implementation.

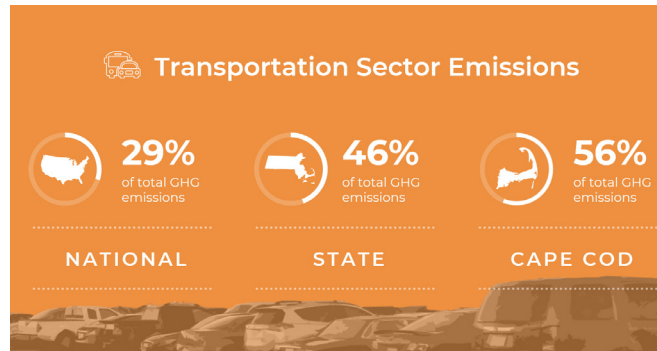


LOCAL HAZARD MITIGATION PLAN RANKS HIGHEST IN THE STATE

Commission staff has provided assistance preparing hazard mitigation plans in many towns across the region, including Eastham's 2020 plan. In 2022, the Eastham Hazard Mitigation Plan scored the highest in Massachusetts and the third highest in New England for the Community Rating System (CRS) hazard mitigation plan credit. Each town is reviewed every five years, and score increases lead to improved insurance rates for town residents carrying flood insurance. This year, all nine participating Cape towns received high marks.

Model Bylaw Aims to Improve Access to Electric Vehicle Charging Infrastructure

The Cape Cod Commission's model municipal electric vehicle (EV) bylaw is designed to serve as a resource for communities seeking to incorporate consideration of EV charging infrastructure in their local bylaws. The recommendations proposed in this model bylaw are intended to be flexible. Municipalities may tailor and select requirements most applicable to their jurisdiction, and to fit their specific needs and goals. Strategic planning and regional coordination will



The transportation sector is responsible for 56% of the region's greenhouse gas emissions. Learn more about the EV model bylaw by visiting: capecodcommission.org/our-work/model-municipal-electric-vehicle-bylaw

continue to encourage the awareness of EV options in development of EV charging support of the region's greenhouse gas reduction goals. infrastructure and increase

Climate Ambassador Program Continues



Twenty-two students from nine Cape Cod schools participated in the second session of the Climate Ambassador Program, held from January to May 2022. The Program is an initiative to educate, engage, and empower young people on Cape Cod to work together to combat the impacts of climate change. Over the course of seven meetings, students engaged in conversations on global, regional, and local cli-

mate causes and impacts, carbon reduction strategies, resiliency planning, and equity considerations. They learned from climate experts and advocates, building a baseline for informed engagement and advocacy. In December, the Commission issued a call for applicants for the third session of the Program, which will take place in early 2023. Learn more at: capecodcommission.org/climate-ambassadors



PROTECTING AND PRESERVING CAPE COD'S HISTORIC STRUCTURES IN THE FLOODPLAIN

Working with the United States Army Corps of Engineers Silver Jackets program and several state and local partners, the Cape Cod Commission is developing guidelines for protecting and preserving the region's numerous

historic structures that lie within flood areas. This fall, the team evaluated 15 historic structures of various sizes and settings within historic districts in Provincetown, Sandwich, and Falmouth. The resulting report will detail flood-

proofing options suitable for specific building types and locations, designed to aid the preservation of historic properties and serve as a resource for historic property owners on Cape Cod and in similar coastal communities.

New Bridges Needed for Cape Cod



Learn more about the new Canal Bridges Task Force: cccom.link/bridges-task-force

The US Army Corps of Engineers (USACE) and the Massachusetts Department of Transportation (MassDOT) continued working on a plan to replace the Bourne and Sagamore bridges and improve the area's transportation network.

In April, local, county, and state officials met with Senator Edward Markey to review potential funding sources and reinforce the importance of the project. The USACE and MassDOT discussed their continued partnership for pursuing federal funding opportunities, designing and constructing the bridges, and engaging Cape communities. The Cape's state legislative delegation and community leaders highlighted key priorities, including improved pedestrian and traffic safety, highway improvements on

Route 3, and the importance of having an iconic bridge design that reflects the beauty of Cape Cod.

MassDOT held meetings in November to provide the public with updates on the proposed Cape Cod Bridges Program including updates on bridge types under consideration and next steps.

In December, the Cape Cod Commission, Cape Cod Chamber of Commerce, and Association to Preserve Cape Cod announced the formation of a Canal Bridges Task Force. The Task Force will share information, assist with outreach efforts, collect and coordinate input, and advocate for the replacement of the Bourne and Sagamore bridges in a manner that is in the best long-term interest of the region and its people.

INITIAL WORK UNDERWAY FOR 2024 REGIONAL TRANSPORTATION PLAN

Every four years, Cape Cod Commission staff undertakes an update of the Regional Transportation Plan (RTP), a long-range comprehensive plan that includes all



the Cape's modes of transportation. The RTP is the primary means by which federal and state entities allocate funds to the Cape's transportation needs.

The 2024 RTP will articulate the long-range vision for the future of transportation on Cape Cod, looking ahead to the year 2050. The Plan is expected to include strategies to meet Climate Action Plan goals to reduce vehicle miles traveled, support low and no-carbon transportation options, and to accelerate the electrification of the transportation system.

Development of the plan began in the fall. The Cape Cod Metropolitan Planning Organization is anticipated to finalize and endorse the final plan in summer 2023. For more visit: capecodcommission.org/rtp/



ROUTE 28 EAST HYANNIS CORRIDOR STUDY UNDERWAY

Public meetings for the Route 28 East Hyannis Corridor study were held in the spring. The study area expands from Yarmouth Road in Hyannis to East Main Street in Yarmouth. Project outcomes will include a set of recommendations to provide safe and convenient access for all users of the roadway system. For more information, visit the project website at: capecodcommission.org/Route28EastHyannis

Enhancing Regional Electric Vehicle Infrastructure



Planning for the future of electric vehicle (EV) infrastructure is a key element of Climate Action Plan implementation and a priority for transportation initiatives.

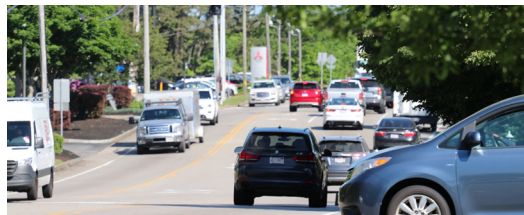
In 2022, the regional EV charging station siting analysis was updated, reflecting current gaps in charging station availability and high-demand locations for future stations across the region.

A new model municipal EV bylaw was created to serve as a resource for Cape Cod communi-

ties seeking to incorporate consideration of EV charging infrastructure in local bylaws.

Recharge Massachusetts invited the Cape Cod Commission to join its Participant Program. The Program creates a space to recognize work in the EV sector and creates a platform for organizations to share knowledge, best practices, and lessons learned along the way.

In addition, Route 6 was designated an “Alternative Fuel Corridor” by the Federal Highway Administration on their National EV Alternative Fuel Corridor Map. This status can help prioritize funding of EV fast charging locations.



Prioritizing Transportation Safety

Safety is a priority that drives which transportation studies the Cape Cod Commission undertakes and how they are carried out. Both the state and the region share a goal of Vision Zero: no traffic fatalities are acceptable.

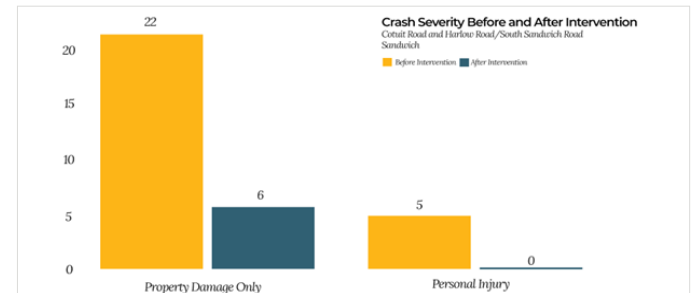
Each year, staff reviews safety issues in the region and identifies safety projects that will help advance solutions, with particular attention paid to bicyclist and pedestrian safety. Region wide efforts include staffing the MPO, providing a guiding regional vision and investments, and conducting regional safety analyses. Local safety projects include providing direct local assistance for municipalities through the Complete Streets Program and efforts like corridor and planning studies, performing road safety audits and safety studies, and the regulatory review of developments.

Learn more about transportation safety efforts: www.capecodcommission.org/safety



CREATING COMPLETE STREETS

In 2022, the Cape Cod Commission worked with the towns of Bourne, Falmouth, and Barnstable to create Complete Streets Prioritization Plans—aimed at improving travel safety and comfort for all street users. A new, interactive public comment tool was created for each town. Users can learn about the project background, see existing roadway features, and add suggestions such as bike lanes, crosswalks, and stoplights, along with comments, directly to the project area map. Learn more at: capecodcommission.org/our-work/complete-streets/



DATA STORY: TRANSPORTATION IMPROVEMENTS LEAD TO SAFER INTERSECTIONS

An analysis of roadwork projects completed through the Cape Cod Transportation Improvement Program explores how recent investments are improving safety at those locations. The story also integrates the newly updated Crash Dashboard that visualizes vehicle crashes and their related statistics from 2018-2020. Explore the data: datacapecod.org/pf/improving-intersections/



Regional Housing Strategy Underway

In 2022, the Cape Cod Commission began work on a Regional Housing Strategy that will address housing supply, affordability, and availability issues by identifying appropriate areas for housing development and creating policies and strategies to further the plan's goals. The effort is supported by \$932,576 from Barnstable County's allocation of funding from the American Rescue Plan Act.

Efforts have included structuring a robust stakeholder process, data collection and

review of housing plans from other regions to support the planning process, the creation of town-by-town and regional housing profiles and typologies to help understand the current housing landscape.

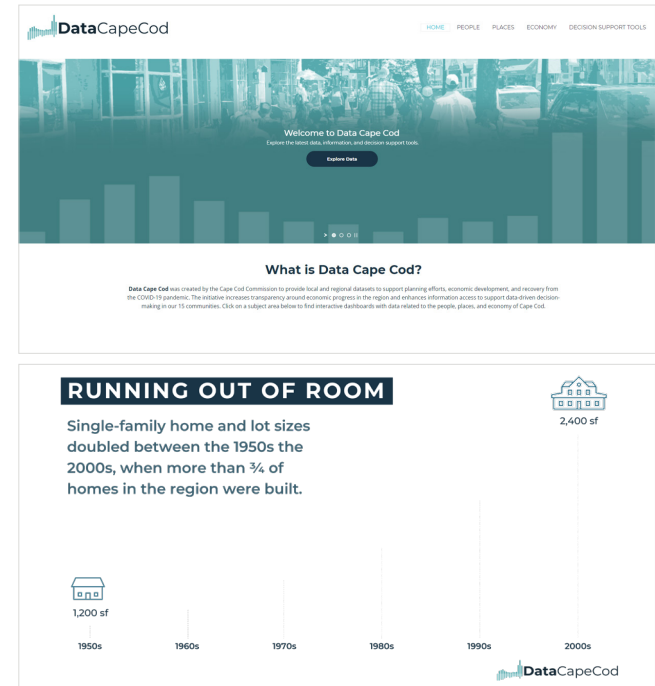
The planning process will result in a strategy that includes actionable recommendations responsive to the needs and preferences of Cape Cod and tools and resources such as design guidelines and model bylaws that communities can immediately implement.

Data Cape Cod Expands Online Resources

The Cape Cod Commission's new Data Cape Cod website, launched in February, aims to make complex data and information about the region's people, places, and economy more accessible.

Featuring more than 20 interactive dashboards and maps, Data Cape Cod includes information across a host of topics, such as the region's year-round and seasonal populations, real estate trends, housing affordability, unemployment data, small business information, and other economic metrics.

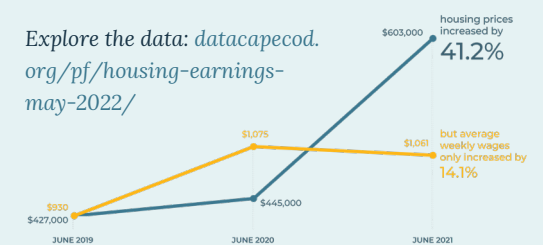
Data Stories have become a regular feature on the Data Cape Cod site, providing additional detail and context for regional challenges.



Explore all the Data Cape Cod resources: datacapecod.org/

DATA STORY: A WIDENING GAP: HOUSING & EARNINGS ON CAPE COD

Explore how median sales prices for single-family homes on Cape Cod have increased at nearly 3 times the rate of average weekly wages between 2019 and 2021, widening the gap between income and housing costs. An interactive dashboards allow for comparison between towns and against state and US.



Childcare Needs Assessment Report Released

Supported by \$200,000 in state funding, the Cape Cod Commission collaborated with Barnstable County and the Rennie Center for Education Research & Policy to conduct a survey-based needs assessment related to early education and childcare for Cape Cod and the Islands.

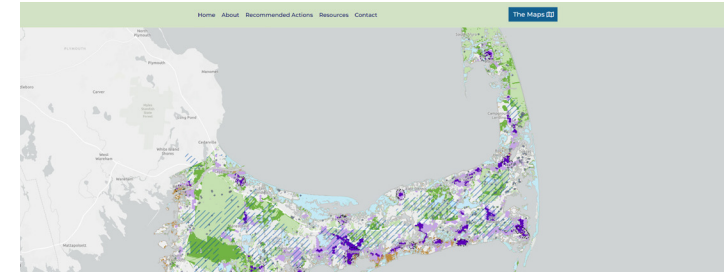
The project aimed to better understand existing levels of provision and needs in the early education and childcare industries, identify gaps in services, and explore potential strategies for improving the accessibility of services in the region.

The assessment was informed by existing research and surveys of families with small children and childcare providers. The report identifies several



areas for high-impact investment and action that include providing childcare scholarships and supporting affordable housing options for childcare workers.

Learn more from the report: capecodcommission.org/our-work/childcare



LICENSE PLATE GRANT PROGRAM FUNDS NEW HOUSING TOOL | In May, the Association to Preserve Cape Cod and the Housing Assistance Corporation launched Grow Smart Cape Cod, a mapping project that illustrates priority areas for natural resource protection and for affordable moderate-density housing development. The project was funded in 2020 by the License Plate Grant Program, which is administered by the Barnstable County Economic Development Council and the Cape Cod Commission on behalf of the Barnstable County Commissioners. Explore the map: growsmartcapecod.org/



REGIONAL ECONOMIC PLANNING CONSIDERS CHALLENGES TO DEVELOP SOLUTIONS

As part of the Cape Cod Commission's economic development efforts, the agency advances the development and implementation of the Cape Cod Comprehensive Economic Development Strategy (CEDS). The CEDS outlines a five-year action plan that aligns with regional priorities. As the Barnstable County Economic Development Council prepares to undertake the next update to the CEDS in 2023, they are learning more about regional challenges including childcare, water quality, climate, housing, and regional infrastructure.

Expanding Virtual Stakeholder Engagement

The pandemic provided opportunities to experiment with new and expanded technologies to create interactive experiences that will be a component of robust public engagement well into the future.

Using ArcGIS Experience Builder software, Cape Cod Commission staff built a new online, interactive public comment tool for Complete Streets projects that offer information on the project background, display existing features, and provide a platform for public comments.



Several Cape Cod Commission projects and initiatives now include interactive public comment tools, including the Town of Barnstable's Local Comprehensive Plan and the Commission's Low-Lying Roads Project. Comments and feedback gathered from these tools serve as vital components for plan development and implementation.



Cape Cod Commission members and staff were busy with an active regulatory calendar in 2022. The year saw more than 60 meetings, subcommittee meetings, hearings, and the first Commission member workshop convened in-person since the pandemic.

The continuous dedication of members and staff to the mission of “keeping a special place special” highlights their commitment to the important work of the Cape Cod Commission.

Cape Cod Commission Staff

Kristy Senatori, Executive Director

<i>Abigail Bliss</i>	Philip Detjens	Maria McCauley	Erin Perry	David Still
<i>Chelsea Bruck</i>	Lisa Dillon	Heather McElroy	<i>Alex Peterson</i>	Steven Tupper
Siobhan Cavacco	Danielle Donahue	Colleen Medeiros	Gary Prahm	Jordan Velozo
Sarah Colvin	Martha Hevenor	<i>Phil Mele</i>	Jessica Rempel	Michele White
<i>Evan Costa</i>	Elizabeth Kellam	<i>Cory Murray</i>	Anne Reynolds	Jessica Wielgus
Gail Coyne	Sarah Korjeff	<i>Evan Moorman</i>	Jeffrey Ribeiro	
<i>Emma Curran</i>	Tara Lewis	David Nolan	<i>Carolina Romero</i>	<i>2022 new hire</i>
Patty Daley	Kathleen Mason	Timothy Pasakarnis	Chloe Schaefer	<i>2022 departure</i>

Cape Cod Commission Members

Harold Mitchell | Sandwich, *Chair*

Fred Chirigotis Barnstable	Jacqueline Etsten Harwich	Kevin Grunwald Truro
Stephen Mealy Bourne	Ernest Virgilio Mashpee	Richard Elkin Wellfleet
Elizabeth Taylor Brewster	Douglas Fromm Orleans	Dennis Prebensen Yarmouth
Tom Wilson Chatham	Dr. Cheryl Andrews Provincetown (January - March)	Ron Bergstrom County Commissioner
Richard Roy Dennis	Peter Okun Provincetown (March - Present)	John D. Harris Minority Rep.
Joyce Brookshire Eastham		David Weeden Native American Rep.
Robert Mascali Falmouth		Michael Maxim Governor’s Appointee





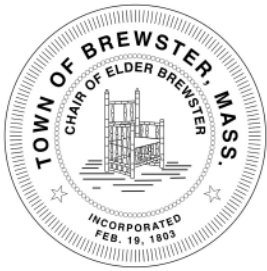
CAPE COD
COMMISSION

CAPE COD COMMISSION

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Lisa Berry Engler, Director
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Boston, MA 02114
Lisa.engler@state.ma.us

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

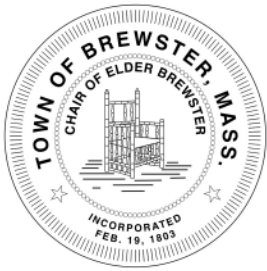
Dear Secretary Tepper and Director Engler:

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

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

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

Thank you for your consideration of this request.



Town of Brewster

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

Office of the:
Select Board
Town Manager

Sincerely,

David Whitney, Chair

Edward Chatelain, Vice Chair

Kari Hoffmann, Clerk

Mary Chaffee

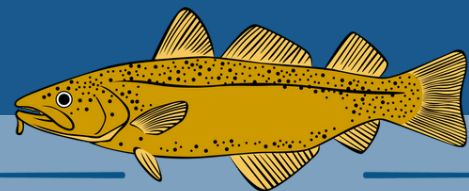
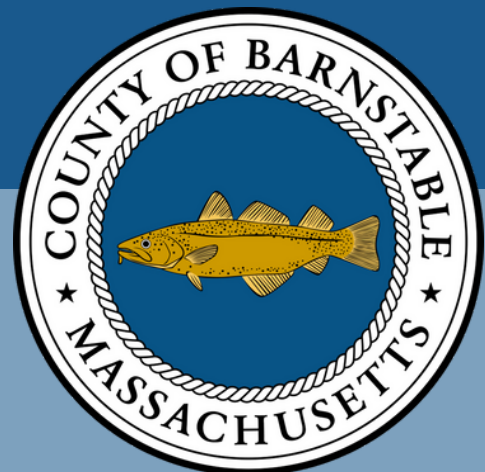
Cindy Bingham

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

Sole Source Aquifer Project Review of the Multi-Purpose Machine Gun Range Proposed by the Massachusetts Army National Guard to be Constructed at Joint Base Cape Cod

U.S. Environmental Protection Agency, Region 1

Presented by the Barnstable County Department of Health and Environment

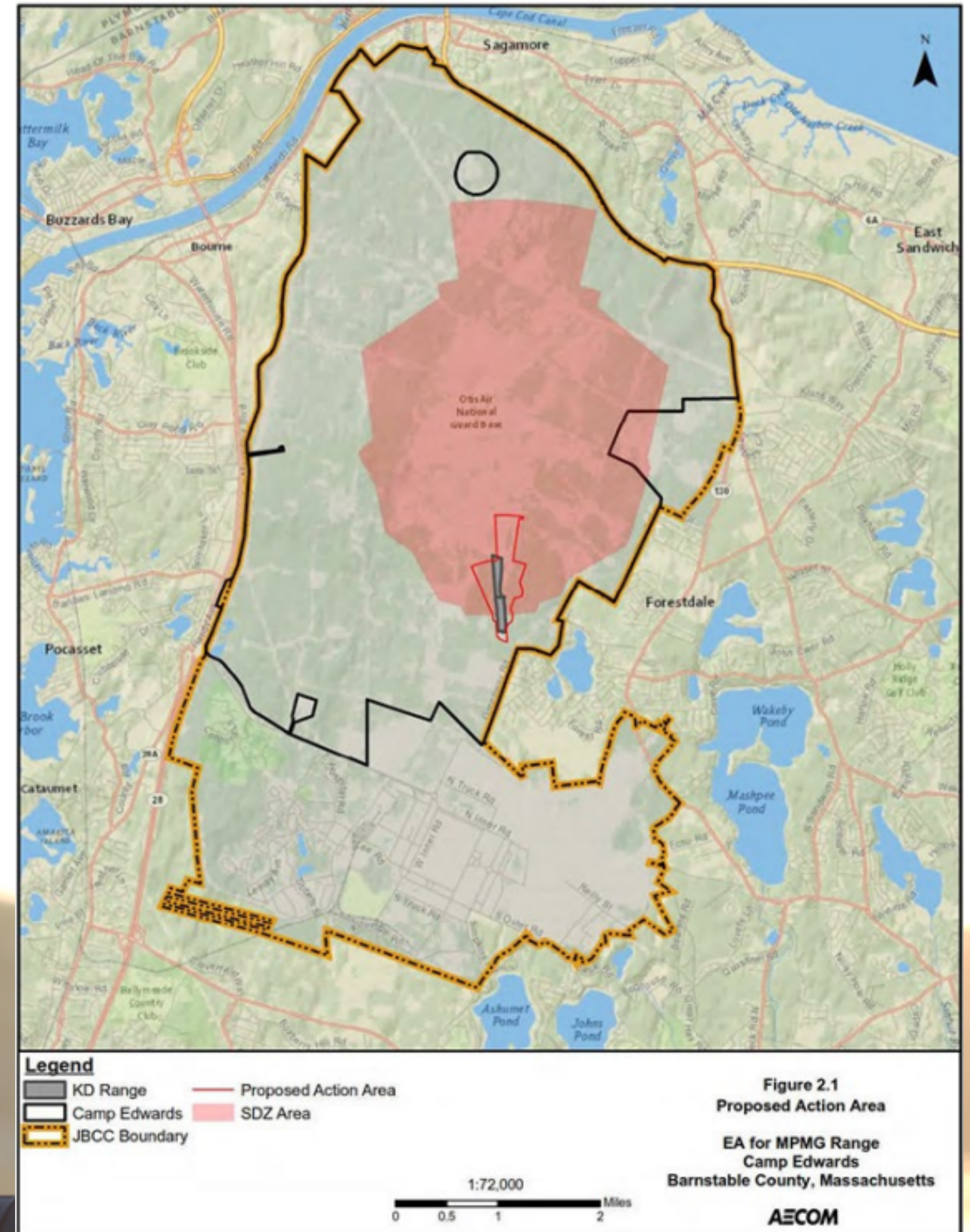


BARNSTABLE COUNTY
DEPARTMENT OF HEALTH AND ENVIRONMENT



Issue Summary

- The Massachusetts Army National Guard is proposing to construct a Multi-Purpose Machine Gun Range (MPMGR) at Joint Base Cape Cod (JBCC) to train and qualify soldiers in use of automatic machine guns.
- The U.S. Environmental Protection Agency (EPA), conducted an exhaustive assessment of the potential environmental and public health impacts of the machine gun range to Cape Cod's Sole Source Aquifer.
- EPA concluded that the proposed project may present a significant public health hazard based on the volume of potential contaminants that would be released to the environment, specifically in relation to the Sole Source Aquifer.

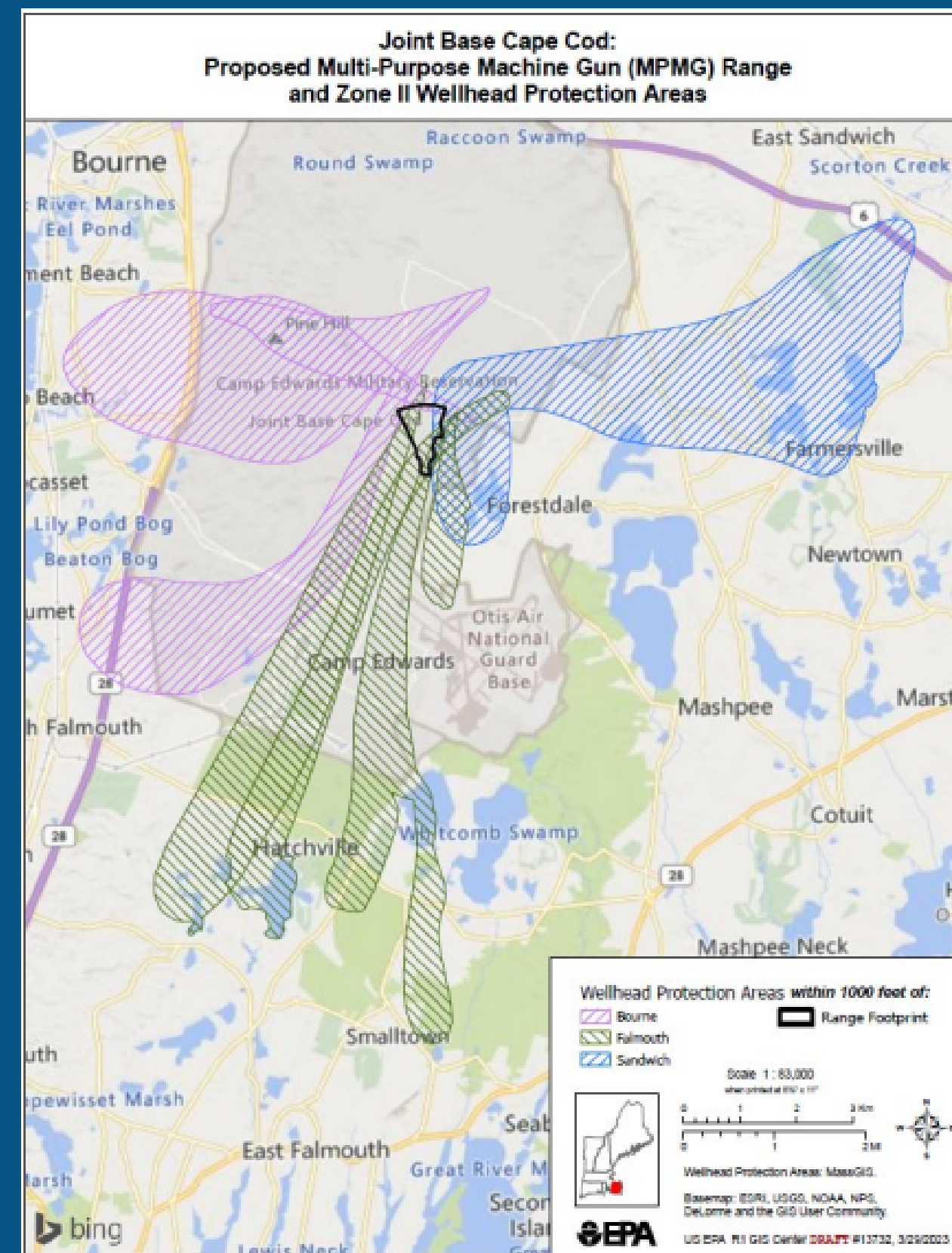


Cape Cod's sole source aquifer

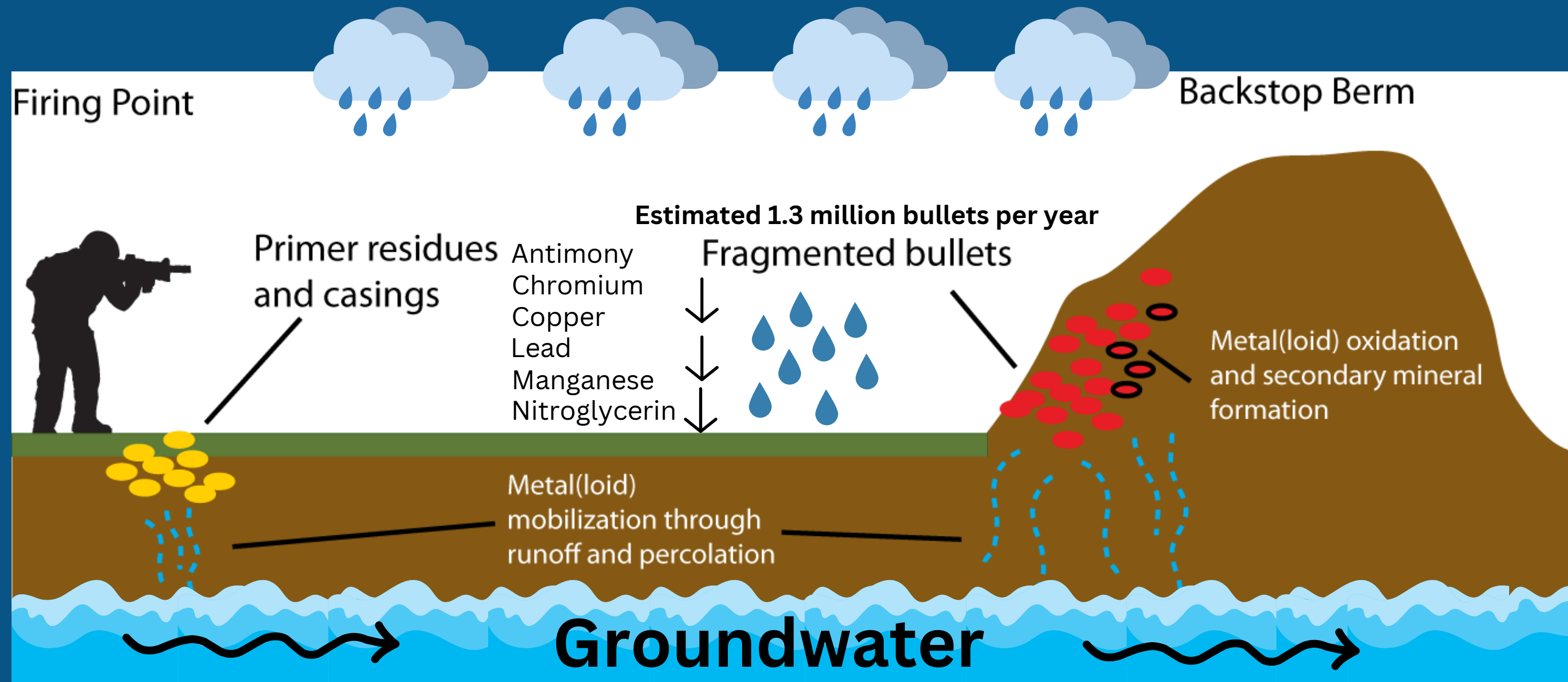
- The Cape Cod Aquifer is the ONLY source of drinking water to our region, hence the term "sole source".
- The Cape Cod Aquifer is glacial in origin and composed of highly permeable soil (sand and gravel), which makes it susceptible to contamination.
- Any area designated as a sole source aquifer is protected by the U.S. Environmental Protection Agency under Section 1424(e) of the Safe Drinking Water Act of 1974.
- The Cape Cod Aquifer is divided into six recharge areas or "lenses".
- The groundwater in the area of Camp Edwards on Joint Base Cape Cod has been designated as the Upper Cape Water Supply Reserve, which is part of the Sagamore lens. It is protected under Chapter 47 of the Massachusetts Acts of 2002.
- The proposed machine gun range would be located over the Upper Cape Water Supply Reserve and the Sagamore Lens, the most productive part of the Cape Cod Aquifer.
- Groundwater in the area of Joint Base Cape Cod provides approximately 3 million gallons of drinking water per day to 12 community public water supply systems in the towns of Sandwich, Bourne, Falmouth, Mashpee, and the Mashpee Wampanoag Tribe.

Proposed Multi-Purpose Machine Gun Range at JBCC

- The Massachusetts Army National Guard is proposing a multi-purpose machine gun range (MPMGR) at Camp Edwards on Joint Base Cape Cod to efficiently attain small arms training and weapons qualifications requirements within MA, eliminating extensive out of state travel and the associated expense.
- Phase I of the proposed range would consist of eight firing lanes spanning 138 acres within the Upper Cape Water Supply Reserve.
- Approximately 1.3 million bullets will be fired per year at the MPMGR, resulting in an almost 400% increase in the total number of bullets to be used annually across all ranges at JBCC.
- Only copper ammunition would be used at the proposed range. No lead ammunition will be fired.
- Potential sources of contaminants include compounds related to:
 - 1) Propellants and residues deposited on the soil surface in the vicinity of firing lines.
 - 2) Bullet casings and fragments deposited on the soil surface.



How does a machine gun range cause groundwater contamination?



"Assuming a 50 year timeframe, under proposed annual loading and assuming limited range mitigation, there could be more than 275 tons of bullet components released to the environment."

--EPA Draft Assessment

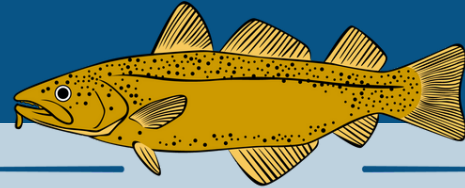
Summary of EPA's Findings

- Groundwater monitoring data from an existing inactive firing range on JBCC show the presence of contaminants including antimony, chromium, copper, lead, and manganese.
- While the existing releases are actively and effectively managed, there is concern about "cumulative impacts"; that additional releases by the proposed range would greatly increase mass loading of contaminants, compounding an existing problem.
- Potential public health risks associated with exposure to drinking water with these contaminants at levels above health-based benchmarks include:
 - More than \$1.4 billion in resources have already been spent on groundwater remediation at JBCC. There are concerns that adding another significant contaminant source into the aquifer would negate ongoing groundwater restoration work presently underway.
 - Unresolved major concerns include:
 - 1) No commitment for regular bullet retrieval
 - 2) Inadquate media monitoring
 - 3) Insufficient Best Management Practices to minimize the release of contaminants to the maximum extent feasible.
 - It is uncertain that any combination of operations, maintenance, and monitoring practices can adequately reduce potential contamination to the aquifer, so as to eliminate the threat of a significant public health hazard.
 - It has been determined that the proposed project does not sufficiently address environmental justice implications, climate change factors, and lack of environmental benefits.

Components of Copper Bullets

Potential Health Impacts

Antimony	→	Increased Cholesterol
Chromium	→	Allergic Dermatitis
Copper	→	Gastrointestinal Distress
Lead	→	Physical and neurological developmental delays in children
Manganese	→	Neurological Effects
Nitroglycerin	→	Headaches, dizziness, lightheadedness, tremors, confusion



BARNSTABLE COUNTY

DEPARTMENT OF HEALTH AND ENVIRONMENT

The mission of Barnstable County Department of Health & Environment is to promote a healthy Cape Cod community through disease prevention and control, health and safety education, environmental protection and emergency preparedness.

We support the findings and recommendations put forth by the EPA that the proposed machine gun range at JBCC presents a significant hazard to Cape Cod's sole source aquifer, and therefore public health.

Public Engagement Process

EPA will accept public comments on this proposed decision for 60 days, until June 26, 2023. During this time, the public and interested stakeholders may submit written comments for EPA's consideration.

Written comments may be submitted to:

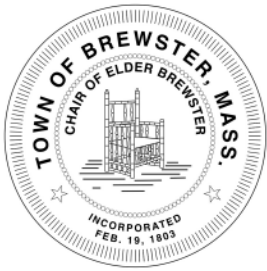
R1SSAComments@epa.gov

EPA will also hold a public hearing to receive oral comments.

The public hearing will be held **May 24, 2023** at **7:00 PM*** at the following address:

**Center for Active Living
70 Quaker Meetinghouse Road
Sandwich, Mass**

*The formal public hearing will begin at 7:00 p.m. and will be preceded by a public meeting beginning at 6:30 p.m. Individuals with accessibility or translation requests may contact Melanson.Kate@epa.gov for assistance.



Town of Brewster

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

Office of the:
Select Board
Town Manager

United States Environmental Protection Agency
1200 Pennsylvania Ave., NW
Washington, DC 20460

June 5, 2023

Via RISSAComments@epa.gov

RE: Proposed Machine Gun Range at Joint Base Cape Cod

The Environmental Protection Agency analyzed the potential risk to Cape Cod's sole aquifer presented by a proposed multi-purpose machine gun range desired by the Massachusetts Army National Guard on Joint Base Cape Cod.

Your agency found that **the project has the potential to contaminate Cape Cod's sole water source**, a single underground aquifer, creating a significant public health hazard. We concur that the proposed gun range is a threat to all who live, work on, and visit Cape Cod and depend on high quality, safe drinking water.

The Brewster Select Board and Town Management strongly oppose the establishment of the proposed machine gun range. Brewster has taken careful steps over decades to protect our municipal drinking water. Because all fifteen municipalities on Cape Cod share a single water source, contamination at Joint Base Cape Cod could spread like a cancer to each Town that depends on the sole aquifer—including Brewster.

Thank you for the careful analysis of health risks that you carried out. There is no rationale important enough that could be asserted by the Massachusetts Army National Guard to justify the creation of a credible health threat to the residents of and visitors to Cape Cod. Clean water is essential to human life and it must be the priority.

Sincerely,

Dave Whitney
Select Board Chair,
Brewster, Massachusetts

Archived: Friday, June 2, 2023 3:13:48 PM

From: [Nugent / Cerrone](#)

Mail received time: Sun, 28 May 2023 20:00:34

Sent: Sun, 28 May 2023 20:00:25

To: [Peter Lombardi](#)



Cc: Cernug@capecod.net

Subject: Fw: Barnstable County Human Rights Advisory Commission

Importance: Normal

Sensitivity: None

Attachments:

[Town Liaison Outreach Document \(1\) \(4\).pdf](#)  [Liaison Responsibilities.pdf](#) 

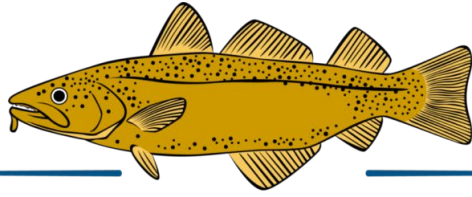
Peter--I am the Sandwich liaison to the Barnstable County Human Rights Advisory Commission and am trying to find a liaison for Brewster.

The BCHRAC works to protect and promote human rights in Barnstable County. We support people who come to the BCHRAC with human rights concern, and refer them to other local, state and federal agencies. Many of these cases involve illegal discrimination, which is the unfair treatment and lack of equal opportunity afforded to residents of the County due solely to their membership in a protected class. Protected classes are set out in the included attachments.

The BCHRAC also conducts educational forums to teach County residents what human rights are and to spread the word of our work and of the Advisory Commission.

The BCHRAC welcomes diversity among our members and our liaisons but this is a preference only and if anyone is interested, please refer them to me at cernug@capecod.net or at 774-238-9904.

Thank you,
Lou Cerrone



BARNSTABLE COUNTY

HUMAN RIGHTS ADVISORY COMMISSION

Currently Seeking Town and Tribe Liaisons

Background

It is the Policy of Barnstable County to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, gender, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability, where unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care.

The Barnstable County Human Rights Advisory Commission (HRAC) fulfills this promise by: engaging with communities, residents and visitors across the County; promoting equality and human rights; and conducting human rights-related education and outreach. To achieve the most favorable outcomes for the Member Communities and the individuals we all serve, the Barnstable County Commission approved Ordinance 22-01 which provides for the Select Board or Town Council of any town and the Mashpee Wampanoag Tribal Council to appoint one representative to participate in the HRAC or Committee meetings, as a non-voting liaison.

Purpose

The Barnstable County Human Rights Advisory Commission is now seeking Town and Tribal input into the selection of such representation and invites Member Communities to join the HRAC to collectively address challenges that transcend town borders. We expect and hope that given such a seat at the table, Member Communities will have a voice at the County level in confronting human rights issues and promoting well-being and equality for all.

Note that HRAC serves Barnstable County Government and the citizens of Barnstable County in an advisory capacity and in no way intends to drive activities or decisions that conflict with police and enforcement powers granted to and reserved to other agencies of the Commonwealth of Massachusetts by the General Court.

Commitment

The Barnstable County Human Rights Advisory Commission meets one time a month on the third Monday of the month from 5pm to 6:30pm via an Internet application (Teams.)

The liaison would be asked to attend the monthly meeting as well as join one of the designated sub-committees. Sub-committees also meet one time a month, or more often as needed or when an event is upcoming. Two annual events sponsored by the BCHRAC are the Human Rights Academy and the Awards and Recognition Breakfast.

Contact

If you have questions or have a selected liaison, please contact:

Human Rights Coordinator:

Leslie Dominguez-Santos

Leslie.dominguez-santos@capecod.gov

508-375-6611

HRAC Chair:

Jeanne Morrison

Jeanne137@verizon.net

HRAC Outreach Chair:

Barbara Morton

Barbara10Morton@gmail.com

**Barnstable County Human Rights Advisory Commission (HRAC)
Town Liaison**

LIAISON RESPONSIBILITIES

The Barnstable County Human Rights Advisory Commission (HRAC) was re-structured under Ordinance 10-19, and then followed by Ordinance 22-01, with a focus on assuring *equal opportunity for all persons in Barnstable County regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability where unlawful discrimination exists in housing, employment, education, public accommodations, Town and County services, insurance, banking, credit, and health care.*

The HRAC is comprised of nine voting members and two alternates, nominated by the Board of Regional Commissioners, who represent the diversity of population, towns, and skills across Barnstable County.

The HRAC also includes representational liaison seats for all 15 towns and the Wampanoag Tribes in Barnstable County. Liaisons from each community will assist in collectively addressing human rights issues in the County that transcend town boundaries. Liaisons work to ensure that each Barnstable County community has a voice for human rights at the County Level.

Town and Tribal Liaisons to the HRAC must be residents of Barnstable County. Town and Tribal Liaisons are appointed by each town's Select Board, Town Council, or Tribal Council.

Liaisons are encouraged to:

1. Attend HRAC meetings. The HRAC shall meet no less than four times per year. All meetings must comply with Massachusetts Open Meeting Law.
2. Function as an informational conduit between the HRAC and the community served. Invite HRAC members to attend events in your community. Participate in HRAC events. Help to get the word out in your community about human rights events.
3. Serve as a relational conduit between the HRAC and community served. Assist in community-based relationship building with local organizations, elected and appointed officials, etc.
4. Assist in educating the community served about human rights and protected classes. Support the development and coordination of educational forums and events.
5. Assist one HRAC committee and the projects and initiatives undertaken



Town of Brewster

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

MEMORANDUM

TO: Select Board
FROM: Jon Idman, Town Planner
RE: Planning Board/ ADUs
DATE: May 26, 2023

At its meeting on Wednesday, May 24, 2023, the Planning Board voted to pursue potential amendments to the Accessory Dwelling Unit (ADU) provisions of the Brewster Zoning Bylaw and directed me to communicate the same to the Select Board.

Over the next few months, the Planning Board will hold workshops, hearings and listening sessions to engage and take input from the public, Town staff and related boards like the ZBA and housing partnership, which will inform preparation of draft amendments. This, of course, would be followed by the statutory hearing process required under the State Zoning Act. The Board would aim to complete the proposed amendments for consideration at this Fall's Town Meeting.

The Planning Board proposes to commence this work immediately and will review a timeline and work plan at its next meeting on June 14th.

To give you some idea of the ADU issues the Planning Board has discussed to date and might address moving forward, I have attached memoranda from housing and planning staff that were previously reviewed by the Planning Board.

I would be happy to discuss the foregoing with the Select Board at your convenience.

Thank you.

ENC

cc: Amanda Bebrin, Chair, Planning Board
Peter Lombardi, Town Manager via email
Donna Kalinick, Assistant Town Manager via email
Jill Scalise, Housing Coordinator via email



Town Of Brewster
2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701 x1133

Office of:
Planning Department

Date: April 27, 2023
To: Planning Board
From: Jon Idman, Town Planner
Re: ADU provisions revisited- Talking Points and Considerations
ZBL Sections 179-2, 179-42.2, Table 1, Table 2

A. Policy Considerations

- a. Whether to consolidate ADUs and “accessory apartment” uses
- b. Owner Occupancy
 - i. Allow part-time residents/ not principal residents to have ADU?
 - ii. Recognize bona fide temporary absences of owner?
 - iii. Offer a ZBA special permit to rent both units? Condition to year-long lease?
- c. Add ‘Purpose’ statement, underscoring year-round housing opportunities.
- d. Clarify further that ADUs are not commercial uses, not for short term rentals, and that properties w/ ADUs remain single family residential properties.
- e. 12 mo. lease ADU vs year-round housing: allow 6 mo. lease term as consistent with year-round housing purpose?
- f. Should there be an annual building permit cap on ADUs/ ACDUs (which the ZBL currently contains-20)?
- g. ADUs: ‘subordinate to...’ vs ‘consistent with single family residential use’
- h. Eliminate % size approach of ADUs to main dwelling.
- i. Introduce new concept of not severing ‘ownership’ or use between principal dwelling and ADU.

B. Administrative Considerations

- a. Difficulty/ fairness of administering ADU size as a percentage of principal dwelling.
 - i. Unfairly advantages large main dwellings.
 - ii. May require an addition to main dwelling to achieve reasonably-sized ADU.
 - iii. “Zeno’s Paradox” problem of ADUs in main dwelling- size of ADU must be deducted from main dwelling but size of ADU is based on existing floor area of main dwelling.
- b. Replace “Habitable Area”- not a defined term and has a special meaning under the SBC.
- c. Special Permits
 - i. Zone II and PB Watershed- there are already flow and nitrogen controls on development?
 - ii. There is no Herring River Watershed map in the ZBL.
 - iii. Is 30,000 sq ft the right threshold for a ‘small lot?’ Look at historical zoning?
- d. Difficult enforcement: ADU vs. Residential Accessory Building w/ Bedrooms. Allowable in same structure?
- e. New ADU zoning permit/ registration program to document compliance.

- f. Clarify “Dirt Road Special Permits” and ADUs.
- C. Mechanical Drafting Issues
 - a. ADU definition: Substantive terms should be moved to main provisions of ZBL.
 - i. Align definition for consistency with other existing related definitions (“dwelling unit”) (“habitable area” vs. “net floor area”) and ADU provisions in body of ZBL.
 - b. Clarify that all ADUs are subject to ZBLs dimensional requirements (not just setbacks).
 - i. Recognize that setback analysis for buildings in R districts is complicated (e.g. nonconforming structures; pre-existing developed lots).

Brewster's Experience: ADU, ACDU, & Accessory Apartments since 2018 Bylaw

Comments from Brewster Housing Program, Jill Scalise, Housing Coordinator

1. Town Permits since 2018: 29

Accessory Dwelling Units (ADUs)- 16

- 14 by special permit (Zoning Board of Appeals (ZBA))
 - o In water protection area- 10 total, 7 in Zone 2; 3 in DCPC
 - o Lot under 30,000' - 3
 - o Other- 1 (also modifications to a B & B)
- 2 by right (identified by Building Department and included in data)

Accessory Apartments- 7 (all ZBA special permits)

Accessory Commercial Dwelling Units (ACDUs)- 1 (permitted by Planning Board)

Security Apartments- 3 (all permitted by Planning Board)

Affordable Accessory Dwelling Unit (AADU)- 1 (old bylaw, Special Permit 4.10.18; CO 5.17.19)

Pre-existing apartment over retail- 1, Special Permit amended to remove owner occupancy requirement.

2. Town Observations:

- Consistently receive inquiries from Brewster residents about ADUs. Very occasional requests about accessory apartments. Hardly any inquiries about ACDUs.
- While we can record the number of permits issued, it's an administrative challenge to accurately count the number of ADUs created and in use. There is no uniform mechanism to confirm that units are complete and occupied.
- Challenges noticed or expressed by residents:
 - o Septic requirements – number of bedrooms and/or water protection district
 - o Lot size- septic requirements and/or special permit path
 - o Percentage requirement- ADU can't be more than 40% of the habitable area of the principal dwelling.
 - o Principal residency requirement. Part-year residents have been interested in having a year-round ADU.
 - o Cost to design and build ADU.
- The Building Department's guidance, ADU/ACDU information sheet, has been helpful.
- The affidavit process has been difficult to set in place and oversee.
- The ADU and Special Permit process can intimidate people. Concerns include completing forms and representation before the ZBA.
- Regularly refer people to and communicate with ADU resource programs (CDP & HAC). This includes assistance with ADU process and possible funding.

3. Resources now available & their feedback to the Town:

Lower Cape ADU Resource Center: Community Development Partnership (CDP) and Homeless Prevention Council (HPC) [Lower Cape Housing & ADU Resource Center](#)

May 2022– March 2023

- Received approximately 100 inquiries from the Lower Cape
- 17 inquiries from Brewster.
- Over half of Brewster inquiries were from folks aged 60 or older.
- 14 feasibility studies, 3 pending. Almost all require special permits because of Zone 2 or under 30,000’.
- 5 households are still interested.

CDP’s experience of barriers to creating Brewster ADUs

- Cost of ADU
 - High price of construction \$400-\$450/ square foot
- Putting out money before knowing if an ADU can be permitted and/or built.
 - It can cost \$5,000-\$10,000 for site plans and architectural drawings.
- Fear or concern of going before ZBA intimidates people. This also overlaps with the pre-permit financial costs.
- Cumulative impact – cost, lot size or Zone 2, # bedrooms & septic system, ZBA, length of time to wait...it can become overwhelming.
- Part-year residency. Brewster may be the only Town on the Lower Cape that requires owner to be a full year resident.

Housing Assistance Corporation (HAC) My Home Plus One ADU Program

[My Home Plus One ADU Program - Housing Assistance Corporation Cape Cod \(haconcapecod.org\)](http://haconcapecod.org)

16 Brewster inquiries.

The biggest obstacles people are facing include septic capacity, lot size, cost, lack of contractor availability, and wetland restrictions.

4. Next Steps

- Housing Production Plan Strategy #1:
 - Reevaluate the existing ADU and ACDU bylaws and other references to accessory apartments; explore amendments to streamline these provisions and improve their efficacy.
- Continue improving information about the ADU process for Brewster residents.
- Continue internal communication, evaluation, and process improvements with Building, Planning, Health, & Housing Departments.
- Keep open communication with ADU resources and programs.
- Consider Town outreach opportunities regarding ADUs & ACDUs.



TOWN OF BREWSTER
2198 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-3701 EXT 1125
FAX: (508) 896-8089
EMAIL: BUILDING@BREWSTER-MA.GOV

OFFICE OF
BUILDING DEPARTMENT

ACCESSORY DWELLING UNITS (ADU) & ACCESSORY COMMERCIAL DWELLING UNITS (ACDU)

General Information

The Accessory Dwelling Unit Bylaw is intended to provide additional year round housing options for Brewster residents. Both ADU's and ACDU's may be located within the principle structure or in an accessory building on the same property. While an Accessory Dwelling Unit is limited in size, there are no restrictions on who can occupy it.

Size & Location

- ACDU allowed only in the CH (Commercial High Density) and VB (Village Business) Zoning Districts upon Board of Appeals Special Permit.
- ADU located in a Zone II and/or Pleasant Bay and Herring River watersheds allowed upon Board of Appeals Special Permit.
- ADU on lots less than 30,000 square feet allowed upon Board of Appeals Special Permit.
- ADU on lots of 30,000 square feet or greater allowed by building permit.

*ADU's shall have no more than 2 bedrooms and shall not exceed 900 square feet or 40% of the habitable area of the principle structure, whichever is less.

**One parking space per ADU bedroom will be required.

Preliminary Steps for Property Owner

1. Verify property location relative to Zone II District, Pleasant Bay and Herring River Watershed regions.
2. Verify that existing septic system is sized appropriately for additional bedrooms for the property.
3. Check on setbacks to property lines and wetlands if constructing a new building.
4. Review full Bylaw language found in Brewster Zoning Bylaws Section 2, Definitions and Section 42.2 and 42.3.

Restrictions and Special Considerations

- Owner of ADU must be a permanent resident on the property.
- ADU's and ACDU's shall not be used for short term rentals nor for renting of rooms or boarding of lodgers.
- No more than two dwelling units on one property containing an ADU.
- ADU property owner must file a notarized **affidavit** with the Building Department annually attesting that either the principle dwelling or the ADU is the principle residence of the owner and that the remaining dwelling is leased for periods not less than 12 months.
- ACDU property owner to file annual notarized affidavit attesting that the ACDU is leased for periods of not less than 12 months.



TOWN OF BREWSTER
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OFFICE OF
BUILDING DEPARTMENT

BUILDING PERMIT APPLICATIONS

MATERIALS FOR ATTACHED OR DETACHED ACCESSORY DWELLING UNITS (ADU), ACCESSORY COMMERCIAL DWELLING UNITS (ACDU) OR ACCESSORY APARTMENTS

- Information identified on Building Department Minimum Requirements to accompany all Building Permit Applications for ADU's, ACDU's and Accessory Apartments.
- Submit proposed floor plans to Health Department.
- Submit scaled plans indicating labeled rooms, egress components, fire rated assembly specifications (if attached to principle structure), fire alarm locations, energy conservation information and interior room dimensions.
- For ADU's and ACDU's submit scaled floor plans of existing principle structure habitable space.
- Submit site plan indicating existing building and parking areas with each vehicle space measuring a minimum of 10 feet by 20 feet.
- Brewster Building Department ADU/ACDU Addendum

**Please be aware that the State Building Code will need to be satisfied in creating an ADU, ACDU or Accessory Apartment. It is suggested that an applicant consult with a construction supervisor or licensed design professional prior to submitting an application to the Building Department.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Article IX Special Regulations

§ 179-33 **General provisions.** [Amended 5-14-1984 ATM, Art. 110]

The regulations which follow shall apply to the particular use or activity, whether it is permitted by right or by special permit as an exception. In addition, the Planning Board, prior to the granting of a special permit, may also impose such additional conditions as it finds reasonably appropriate to safeguard the neighborhood, or otherwise serve the purposes of this chapter, including but not limited to the following: front, side or rear yards greater than the minimum required by this chapter, screening, buffers or planting strips, fences or walls, as specified by the Board; modification of the exterior appearance of the structures; limitation upon the size, number of occupants, method and time of operation or extent of facilities, regulation of number and location of driveways or other traffic features and off-street parking or loading or other special features beyond the minimum required in this chapter.

§ 179-42.2 **Accessory single-family dwelling units (ADUs).** [Added 12-3-2018 FYTM, Art. 12]

Accessory single-family dwelling units shall be permitted subject to the following standards:

- A. An ADU may be located within or adjacent to a single-family house, or in a building accessory to a single-family house, subject to the Definitions of § **179-2**; the requirements of Table 1, Use Regulations, and Table 2, Area Regulations/Minimum Required Lots; and all standards of this section.
- B. An ADU may be located within a Zone II (Zone of Contribution to a Public Drinking Water Well), in the watershed of the Herring River, or the watershed to Pleasant Bay, subject to approval of a Special Permit by the Zoning Board of Appeals. All ADUs within these areas shall be required to install advanced nitrogen treatment septic systems, if deemed necessary.
- C. All construction in connection with an ADU attached to a principal dwelling shall conform to building setbacks for a single-family house in the Zoning District where it is located.
- D. Either the principal dwelling or the ADU must be occupied by the owner of the property, as defined in § **179-2** and the remaining dwelling unit shall be leased for periods of not less than 12 months. The property owner shall be required to file a notarized affidavit with the Building Department annually, stating that either the principal dwelling or the accessory single-family dwelling unit will be, and/or has been, used as the principal residence of the owner for the next twelve-month period and that the remaining dwelling will be leased for a period of not less than 12 months.
- E. No more than 20 building permits shall be issued for the combined total of ADUs and ACDUs in a single calendar year.
- F. There shall be no renting of rooms or boarding of lodgers in an ADU.
- G. An ADU shall conform to all applicable State and local laws regulating new construction or new residential use including the State Building Code, and applicable plumbing, electrical, fire, health and conservation regulations and bylaws. A Certificate of Occupancy shall be required for any ADU.
- H. There shall be no more than two residential units in total on a lot containing an ADU.

- I. A minimum of one parking space per bedroom of the ADU shall be provided.
- J. An ADU shall be clearly subordinate in use, size and design to the principal single-family dwelling. An ADU shall be designed so that, to the maximum extent practical, the appearance of the property on which it is to be located remains that of a single-family residential property and the privacy of abutting properties is maintained.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Article I General Provisions

§ 179-1 **Authority; purpose.**

- A. The Brewster Zoning Bylaw, adopted in 1960, and all subsequent amendments thereto, hereinafter called "this chapter," is adopted and from time to time amended as authorized by MGL c. 40A, as amended, herein called the "Zoning Act," and by Article 89 of the Amendments to the Constitution, the Home Rule Amendment.
- B. In conjunction with the purposes stated in the Zoning Act, this chapter shall provide protection for inland and coastal wetlands, as well as existing and potential watersheds, and shall give direction and effect to the development objectives and recommendations contained in the Brewster Master Plan of 1970, as may be amended from time to time.

§ 179-2 **Definitions.**

- A. Words used in the present tense indicate the future; the singular number includes the plural and the plural the singular; the words "used" or "occupied" include the words "designed," "arranged," "intended" or "offered to be used or occupied"; the words "building," "structure," "lot," "land" or "premises" shall be construed as though followed by the words "or any portion thereof," and the word "shall" is always mandatory and not merely directory. **[Amended 5-3-1999 ATM, Art. 29; 11-17-2003 FYTM, Art. 16]**
- B. As used in this chapter, the following terms shall have the meanings indicated:

ACCESSORY SINGLE-FAMILY DWELLING UNIT (ADU)

A housing unit, complete with its own sleeping, cooking and sanitary facilities, that is accessory and clearly subordinate to a principal dwelling. An ADU may be located within a single-family house containing a principal dwelling, or in a building accessory to a single-family house. An ADU shall have no more than two bedrooms and shall have a maximum habitable area of 900 square feet or 40% of the habitable area of the principal dwelling, whichever is less. Unenclosed additions constructed to serve an ADU such as an entry, secondary egress or exterior stairs shall not be included in the maximum habitable area of the ADU.

[Added 12-3-2018 FYTM, Art. 12]

DWELLING, ONE FAMILY DETACHED

A single, separate dwelling unit, designed for occupancy by one family.

[Added 5-7-2012 ATM, Art. 23]

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

FAMILY

One or more persons, including domestic employees, occupying a dwelling unit and living as a single, nonprofit housekeeping unit.

FLOOR AREA, NET

The sum of the areas of the several floors of a building measured from the interior faces of the walls. It does not include cellars, unenclosed porches or attics not used for human occupancy or any floor space in accessory buildings or in the main building intended and designed for the parking of motor vehicles in order to meet the parking requirement of this chapter or any such floor space intended and designed for accessory heating and ventilating equipment.

ZONING

179 Attachment 1

**Table 1
Use Regulations
Town of Brewster**

[Amended 12-10-1979 STM, Art. 37; 5-12-1980 ATM, Arts. 39, 40 and 41; 12-8-1980 STM, Art. 18; 5-11-1981 ATM, Art. 32; 5-11-1982 ATM, Arts. 80 and 81; 5-14-1984 ATM, Arts. 100, 101 and 103; 8-27-1984 STM, Arts. 58 and 59; 5-13-1985 ATM, Arts. 89 and 93; 5-11-1987 ATM, Art. 86; 5-9-1988 ATM, Art. 97; 10-17-1988 STM, Art. 26; 5-8-1989 ATM, Art. 47; 5-14-1990 STM, Arts. 6 and 10; 12-14-1992 STM, Art. 2; 11-15-1993 FYTM, Art. 20; 11-15-1999 FYTM, Art 23; 5-1-2000 ATM, Art. 35 11-17-2003 FYTM, Arts. 19 and 24; 11-18-2001 FYTM, Arts. 17 and 21; 5-3-2004 ATM, Art. 24; 11-15-2004 FYTM, Art. 17; 5-2-2005 ATM, Art. 31; 11-13-2006 FYTM, Art. 25; 5-7-2007 ATM, Art. 24; 11-5-2007 FYTM, Art. 19; 11-17-2008 FYTM, Art. 18; 5-2-2011 ATM, Art. 33; 11-7-2011 FYTM, Arts. 13 and 17; 5-7-2012 ATM, Arts. 24 and 28; 5-6-2013 STM, Art. 6; 5-6-2013 ATM, Art. 23; 5-5-2014 ATM, Arts. 22 and 30; 12-3-2018 FYTM, Arts. 11, 12, and 13]

KEY:

- P = Permitted Use
- S = Special Permit Use
- Use with a dash ("-") = Prohibited Use

	District							
	R-R	R-L	R-M	C-H	V-B	I	MRD	PWS-CF
Residential								
1. Accessory residential building	P	P	P	P	P	-	-	-
2. Accessory commercial dwelling unit "ACDU"	-	-	-	S	S	-	-	-
3. Accessory single-family dwelling unit "ADU" on a lot of 30,000 square feet or more	P	P	P	S	S	-	-	-
4. Accessory single-family dwelling unit "ADU" on a lot less than 30,000 square feet	S	S	S	S	S	-	-	-
5. Affordable multifamily dwelling units "AMFDU"	-	-	-	P	-	-	-	-
6. Cluster residential development	S	S	S	-	-	-	-	-
7. Construction trailer	P	P	P	P	P	P	-	-
8. Major residential development	S	S	S	S	-	-	-	-
9. Multifamily dwelling	-	-	-	S	-	-	-	-
10. One-family detached dwelling unit	P	P	P	-	P	-	-	-
11. One-family security dwelling	-	-	-	P	P	P	-	-
12. Planned residential development	-	S	S	-	-	-	-	-
13. Row or town houses	-	-	-	S	-	-	-	-
14. Subsidized elderly housing	S	S	S	S	-	-	-	-

ZONING

179 Attachment 2

**Town of Brewster
Area Regulations**

Minimum Required Lots¹

[Amended 12-10-1979 STM, Art. 37; 5-12-1980 ATM, Art. 42; 5-14-1984 ATM, Arts. 104 and 105; 8-27-1984 STM, Art. 57; 5-13-1985 ATM, Arts. 66, 74 and 94; 5-12-1986 ATM, Arts. 35 and 36; 5-11-1987 ATM, Art. 82; 5-9-1988 ATM, Art. 96; 10-17-1988 STM, Art. 26; 11-13-2006 FYTM, Arts. 29 and 33; 11-5-2007 FYTM, Art. 13; 5-5-2008 ATM, Art. 20; 5-7-2012 ATM, Art. 26; 12-3-2018 FYTM, Art. 12]

BREWSTER CODE

District	Use	Area (square feet)	Lot Frontage ² (feet)	Yards ^{3,4,5,6,7}		
				Front (feet)	Side (feet)	Rear (feet)
R-R	Any permitted structure or principal use	100,000 plus 100,000 for the second dwelling unit of a duplex	200	40	25	25
R-L	Any permitted structure or principal use	60,000 plus 60,000 for the second dwelling unit of a duplex	150	40	25	25
R-M	Any permitted structure or principal use	60,000 plus 60,000 for the second dwelling unit of a duplex	150	40	25	25
C-H	Row commercial	40,000	150	30	20	20
	Multifamily dwellings	130,000 plus 10,000 per bedroom	200	100	30	30
	Hotel and motel	130,000 plus 2,000 per unit	200	100	30	30
	Row house or townhouse	130,000 plus 10,000 per bedroom	200	100	30	30
	Any other permitted structure or principal use ¹⁴	15,000	80	30	15	15
V-B	Any permitted structure or principal use	15,000	80	30	15	15
I	Any permitted structure or use, other than those listed above for the CH Zone (footnote 9) ⁹	20,000	100	30	15	40

NOTES:

- ¹ In general, only one principal structure shall be permitted on one lot. The exceptions are planned residential developments, row commercial development, subsidized elderly housing, planned business developments, community facilities, building and construction trade shop or garage uses, public utilities, accessory single-family dwelling units (ADUs), and accessory commercial dwelling units (ACDUs) that comply with all provisions of §§ 179-42.2 and 179-42.3, respectively. ADUs may be permitted by right in the R-L, R-M and R-R zoning districts on lots of 30,000 square feet or greater, by Special Permit in these districts on lots less than 30,000 square feet, and by Special Permit in the C-H, V-B and I zoning districts. Also, residential lots may contain two single-family units if the lot is twice that required by the Table of Area Regulations for single-family residences in that district and if each unit is provided proper street access.
- ² The width of the lot, measured at the front yard setback line, shall be at least 80% of the lot frontage.
- ³ At each end of a through lot, there shall be a setback depth required which is equal to the front yard depth required for the district in which each street frontage is located.
- ⁴ No building, except a boathouse or building used for agricultural purposes, shall be within 50 feet of any water body, watercourse or wetland area or, if subject to flooding, within 50 feet beyond its flood line to the higher elevation.
- ⁵ Projections into required yards or other required open spaces are permitted subject to the following:
Balcony or bay window, limited in total length to 1/2 the length of the building, not more than two feet.
Open terrace or steps or stoop, under four feet in height, up to 1/2 the required yard setback.
Steps or stoop over four feet in height, windowsill, chimney, roof eave, fire escape, fire tower, storm enclosure or similar architectural features, not more than two feet.
- ⁶ Accessory buildings and structures. Any permitted accessory building in any R District shall conform to the following provisions:
It shall not occupy more than 40% of the required rear yard. It shall be not less than 40 feet for R-R and R-L Districts and 30 feet for an R-M District from any street lot line and shall be not less than 25 feet in any R-R or R-L District or 20 feet in the R-M District from any lot line. It shall not exceed 30 feet in height.
A temporary stand for retail sale of agricultural or farm products, where permitted. May be six feet from the front lot line.
Any permitted barn shall be at least 50 feet from any street lot line or side or rear property line and at least 100 feet from any abutter's dwelling.
- ⁷ The front, side and rear yard clearances shown in this table for multifamily dwellings are applicable to each structure containing dwelling units. These distances should be used as though each structure is set on a separate lot. For example, two structures sitting side by side would have side yard clearances each of 30 feet or a total of 60 feet between the structures.
- ⁸ Intensity of use applications to nursing convalescent home. For purposes of interpreting the portion of this chapter, the term "unit" shall mean each bed designed for use by an individual receiving care at such facility. The first three units of a nursing/convalescent home shall require a minimum land area equal to the lot requirements for any

XXXXXX

permitted structure or principal use in the district in which located, with the exception in the C-H District, where 20,000 square feet shall be required for the first three units of a nursing/convalescent home. In all districts where such use is allowed, including by special permit, each additional unit shall require a minimum of 4,000 square feet of land area. Front, side and rear yard requirements within the respective districts where special permits are required may be increased at the discretion of the Board of Appeals, if the size of the project, proximity to incompatible adjacent uses or other factors potentially having an adverse effect on the health, safety or welfare of the persons under care at such facility justifies a more extensive buffer from property lines. The Board of Appeals shall ensure that egress from such facility shall be on a street which should be safe and adequate.

⁹ No building, loading space, parking space or structure, other than a sign, shall be located within 200 feet of the Industrial District boundary line in an Industrial District.
¹⁰ Exception, panhandle lots. This exception shall only apply to a single parcel of land at least three times the area required for a single lot in that residential district, intended to be divided or subdivided into not more than two lots. Such a division or subdivision may be exempt from any or all of the requirements of the Town of Brewster Planning Board rules and regulations, upon the express written approval of the Planning Board. The regulations for lot frontage as set forth in this section may be waived by the Planning Board upon the following conditions:

There shall be no further subdivision of the lot(s).

The lots) shall be used for single-family residential purposes.

The area of the access to the lot as determined by the Planning Board shall not be used in determining lot size.

The access to the lot as determined by the Planning Board shall not be used to provide access to any other lots.

In no event shall the lot frontage and lot width be less than 30 feet.

Multiple use of this section of this chapter shall not be used as a means of accomplishing the subdivision of land without the construction of ways.

¹¹ Cottage colony conversion. An existing nonconforming cottage colony may not be converted to a single-family dwelling use under separate ownership, unless the lot upon which each building is located complies with the minimum requirements for single-family dwellings in the zoning district in which the land is located, and such nonconforming cottage colony may not be converted to a single-family use under condominium-type ownership, unless the lot meets the minimum zoning requirements in which the land is located.

¹² For subsidized elderly housing, see S-I rather than Table 2.

¹³ An owner-occupied building containing two dwelling units, one of which shall be an accessory apartment with a net floor living area not exceeding 600 square feet, and including not more than one bedroom, a kitchen, living room and bath, shall be allowed by a special permit granted by the Board of Appeals. Such dwelling shall be deemed to be owner-occupied if either dwelling unit is occupied by the property owner of record on a year-round basis, except for bona fide temporary absences during which the unit is not rented.

¹⁴ **Editor's Note:** The C-L District which immediately followed was removed at the request of the Town



Town of Brewster

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Office of:
Town Manager
Housing

MEMORANDUM

TO: Brewster Select Board
FROM: Donna J. Kalinick, Assistant Town Manager & Jill Scalise, Housing Coordinator
RE: Housing Program Update
DATE: June 5, 2023

The Brewster Housing program has several ongoing and potential new initiatives that may involve input and decisions from the Select Board in the next few months:

Brewster Affordable Housing Trust (BAHT):

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

The BAHT held a joint meeting with the Community Preservation Committee in January. At that meeting, it was decided that the BAHT would take over the administration of the Brewster Buydown program. The last of the \$360,000 CPC funds that were dedicated to the current Buydown fund were expended in March. The BAHT will be putting in an application for \$250,000 to the CPC for the November Town meeting to continue this program. Information about the Buydown program is included in your packet as well as a request to sign a letter of support for the CPC application. For the past six years the standard Buydown award was \$30,000. This is no longer adequate, and awards are expected to range to \$50,000. However, if the BAHT were to award over \$50,000, further approval would be required by the Select Board.

The Millstone Community Housing initiative of building 45 units of rental housing on Municipal Land off Millstone Road is currently in the comprehensive permit phase. Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) filed for their comprehensive permit in late December and the first hearing was held in February. The Zoning Board of Appeals closed the public hearing on May 9th and will be reviewing a draft decision at their next meeting on June 13th. If the comprehensive permit is issued, the Select Board will then have 90 days to make a request to the Executive Office of Housing and Livable Communities (EOHLC), formerly known as the Department of Housing and Community Development (DHCD), for up to 70% Local Preference. The Housing Program will be holding a joint Local Preference information session for the Select Board, Housing Trust, Housing Partnership, CPC and Finance Committee prior to this decision coming before the Board. We also expect POAH & HAC to apply through the CPC in the next funding round and to the BAHT for local funds to support the community build.

In March the BAHT voted to designate funds for a part-time, up to 19 hours, Housing Assistant to help implement the Town's Housing Program. The position will begin in FY24 and be funded with Housing Trust funds. A meeting is scheduled with the Human Resources Director to create a job description and discuss the hiring process.

The BAHT has been having discussions about initiatives that are in varying stages of the legislative process including year-round deed restrictions and Real Estate transfer tax. These are policy decisions that have an impact beyond just the Housing program. The Trust would request that the BAHT and Select Board have a joint meeting to get more information on these programs and discuss next steps. It may also be prudent, given the growth of the Housing Program, that we discuss revising the BAHT bylaw to increase the amount that the BAHT can approve without Select Board approval. We look forward to reviewing our current initiatives as we all work together to increase housing options in the Town of Brewster.

FYI: Additional Housing Updates

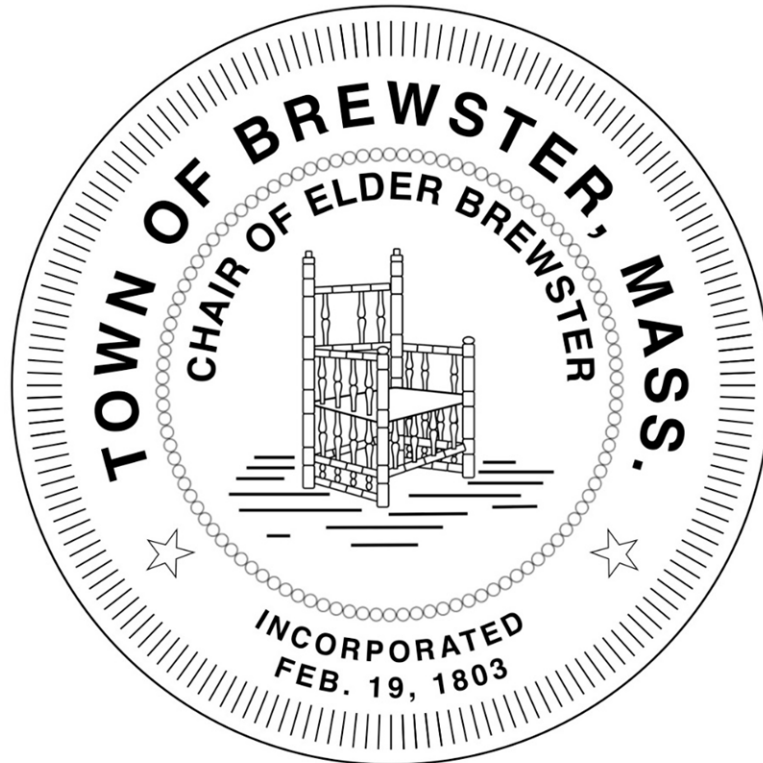
The regional Community Development Block Grant (CDBG) for Childcare and Housing Rehabilitation continues to serve the Brewster, Dennis and Wellfleet Community. The FY21 childcare program is currently assisting 10 Brewster children, with \$36,000 encumbered. 5 Brewster housing rehabilitation projects have also been approved in FY21. The Town has submitted a FY22/23 grant application and is waiting on the funding decision.

Habitat for Humanity of Cape Cod expects to begin marketing shortly on the two Phoebe Way affordable homes. Habitat is waiting for the state's final approval of the affirmative fair housing marketing plan. One of the homes is a veteran's preference.

Attachments:

1. Affordable Housing Trust Program Guidelines and Application
2. Affordable Housing Trust Bylaw
3. Parameters of Proposed BAHT Buydown Program
4. Proposed Application for the Housing Trust Buydown Program
5. Draft Letter of Support for BAHT Buydown Program

**Town of Brewster
Affordable Housing Trust Fund
Program Guidelines & Application**



Brewster Affordable Housing Trust Fund

Ned Chatelain

Tim Hackert

Madalyn Hillis-Dineen

Vanessa Greene

Donna Kalinick

Paul Ruchinskas

Maggie Spade-Aguilar

Staff contact: Jill Scalise, Housing Coordinator

Approved by the Brewster Affordable Housing Trust September 1, 2022

**Program Guidelines & Application
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Glossary of Housing Terms available at: (Link to be added with new website)

Town of Brewster
Affordable Housing Trust Fund
Program Guidelines and Application

I. Brewster Affordable Housing Trust Mission Statement and Goals

Housing Trust Mission Statement:

The Brewster Affordable Housing Trust (“BAHT”) seeks to expand and preserve year-round rental and ownership homes that are affordable to moderate, low, and very low income households. Our efforts will foster a welcoming environment for demographically and socio-economically diverse populations. The BAHT is committed to education, collaboration, and community engagement.

- Accepted April 4, 2019

Brewster Affordable Housing Trust (BAHT) Goals

The Trust has identified the following goals to use as guiding principles to implement Trust Mission Statement:

1. **Develop and Preserve Affordable Housing:** The BAHT will develop and preserve affordable housing and support the work of others seeking to do the same. Our work will serve very low-, low-, and moderate-income individuals and families, which means households with up to 100% Area Median Income (AMI).
2. **Educate:** The BAHT will work to educate individuals and organizations about Brewster’s community housing and why affordable housing is important to the town, its residents and visitors. Coordinating with the Brewster Housing Partnership (BHP), we will partner with other housing organizations from within and outside Brewster to provide educational opportunities to our citizens.
3. **Advocate and collaborate:** The BAHT will advocate for development proposals, projects, local bylaws, state and federal laws, and other programs that advance our mission to create and preserve affordable housing. We will collaborate with local, state, and federal officials as well as public, non-profit and for-profit entities to achieve our goals.
4. **Engage and Communicate:** The BAHT will engage and communicate with town residents, and listen to, and learn from, their ideas, so that our work reflects a broad consensus.

Originally approved by the Brewster Affordable Housing Trust August 15, 2019

II. Roles and Responsibilities of the Brewster Affordable Housing Trust

Purpose of the Trust:

The purpose of the Trust is to provide for the preservation and creation of affordable housing in the Town of Brewster for the benefit of low and moderate income households and for the funding of community housing as defined in and in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 55C. The Trust can use property, both real and personal, and expend funds as the Board of Trustees deems most appropriate to carry out such purpose consistent with the policies adopted from time to time by the Select Board regarding affordable housing.

Management of the Trust:

The Trust is governed by a Board of Trustees consisting of seven Trustees who are appointed by the Select Board for a term of two years. The Board is comprised of one member of the Select Board, Housing Partnership, Community Preservation Committee, and Planning Board; two residents at large; and the Town Administrator or his designee.

The Powers of the Trustees:

As stated in the Declaration of Trust, the Trustees may undertake any activity that would create and preserve affordable housing for the benefit of low and moderate income households. Their powers include, but are not limited to, the right to receive, purchase and convey real or personal property; to sell, lease, exchange or transfer property; to execute deeds, contracts, and grant agreements; to employ and compensate advisors and agents; to borrow money; to manage or improve real property and to abandon property which the Board determines not to be worth retaining; to issue policy goals and statements to serve as guidelines for the Trust and to provide funds for the benefit of low and moderate income households to assist in the acquisition, creation, preservation, rehabilitation and support of housing affordable for such families. Any expenditure of funds in an amount over \$50,000, and any sale, lease, exchange, transfer of conveyance of property having a value in excess of \$50,000, requires the approval of the Select Board.

Funding of the Trust:

The Brewster Affordable Housing Trust Fund (the "Trust Fund") was initially funded by the dissolution of the Affordable Housing Fund and the transfer of the funds to the Trust Fund. Community Preservation Act ("CPA") funds, in accordance Section 5 of the CPA, may be allocated to the Trust Fund. CPA funds appropriated into the Trust Fund may be used only for CPA approved activities, such as the acquisition, creation, preservation, and support of community housing, and for the rehabilitation of community housing acquired or created using CPA Funds. Additionally, the Trust Fund has received free cash from the Town of Brewster, including a portion of Brewster's Short Term Rental Revenue; these monies are not subject to the CPA restrictions, but are required to be used for the purposes of the Trust.

III. Housing Trust Priority Initiatives for FY 2022-23

A. Develop and Preserve Affordable Housing:

- Develop new affordable housing (by building):
 - Support and advance the development of community housing on the Millstone Road property. Subsequent to RFP issuance, select developer and support their efforts to develop rental housing in a timely manner. Determine the amount of funding that the Trust should reserve for a potential request, provide support through funding cycles and permitting process, continue to engage the public.
 - Participate in the exploration of the potential development of community housing on the Cape Cod Sea Camps Parcels.
- Develop new affordable housing (without building):
 - Evaluate the effectiveness of the current accessory dwelling unit bylaws and advocate for policy, financial, or implementation changes if necessary.
 - Evaluate the effectiveness of the current rental voucher program.
 - Revisit the feasibility of a rent-to-own program.
- Evaluate the effectiveness and reach of the existing Community Development Block Grant (CDBG) home rehabilitation program, refine procedures, and study whether the Trust needs to explore supplementing the program in any way.
- Continue to work to preserve the existing 3 Subsidized Housing Inventory (SHI) homes in distress and other units through outreach and, when required, with financial support.
- Work with the Community Preservation Committee (CPC) to determine the future of the Brewster Buy Down program
- Develop rules and program guidelines for the BAHT, particularly around funding requests
- Participate in the Local Comprehensive Plan (LCP) process, including advocate and explore a review of current zoning as it relates to housing.

B. Educate:

- Hold at least annual forums and Select Board updates as well as regularly post information on the Town website.
 - Community Housing Fair and Forum
- Hold ongoing joint meetings with other committees such as CPC, BHP, SB & FC
- Hold, and/or participate in, Community Housing education sessions and forums that address or include Fair Housing, Local Preference, and Regional Partnerships.

C. Advocate and Collaborate:

- Advocate for the Trust’s current funding strategy that includes allocations from the Community Preservation Act (CPA), dedication of the short-term rental revenue, free cash and/or budget allocations, and Community Development Block Grant (CDBG)
- Develop a 5-year Financial Plan
- Advocate for a more flexible CPA funding formula
- Explore other potential Trust funding
- Update Housing Production Plan
- Participate in the Local Comprehensive Plan (LCP) planning process
- Work with other housing partners in Town and in surrounding Towns.

For example:

- Partner: Explore partnering with local entities for street/yard clean-ups like the Big Fix or Huckleberry Lane event.
- Support: local initiatives such as Accessory Dwelling Unit (ADU) bylaw review with BHP, Community Preservation Committee (CPC) Buy-Down Program, Cape Housing Institute, Habitat for Humanity Red Top Road, Serenity at Brewster, and Cape Cod Sea Camps.
- Network: Attend events and communicate with housing partners.
- Guide: With other Town entities (including Open Space) create guidelines for land. Review town parcels and properties for suitability for housing.

D. Engage and Communicate:

- Provide opportunities for residents to share their thoughts and ideas.
 - Community Housing Forum
 - Continue engagement with residents during the Millstone Road developer selection process.
 - Citizen’s Forum
 - Develop a diversity inclusion working group

Approved by the Housing Trust January 6, 2022

IV. Eligible Activities

The Trust Fund can be used to support the following activities. Note that CPA funds must be used only for those purposes specified in the CPA as allowable activities, while the Trustees may use non-CPA funds for programs offering a broader range of purposes that are consistent with the Declaration of Trust and the provisions of MGL Chapter 44, Section 55C.

A. PRESERVATION PROGRAMS

Preservation of Subsidized Housing Inventory (SHI) Affordable Homes:

1. Housing Preservation and Improvement Activities

The BAHT received a CPA grant of \$500,000 in November 2019 to assist in the preservation and acquisition of SHI homes. Funds will be prioritized for affordable homes identified as non-compliant (for example, uninhabited) and/or at risk of losing their affordable deed restriction.

In certain instances, the BAHT may use funds to preserve affordability of units already included in the Town's Subsidized Housing Inventory ("SHI") by providing funds for repairs necessary to enable residents to continue to reside in their homes. This may include the purchase of homes in specific circumstances.

CPA Allowable Activities: CPA funds may be used for repairs that are necessary to preserve affordable housing from injury, harm or destruction, which may include, but are not limited to, the following:

- Building envelope and site work to preserve the structural integrity of the homes
- Roof, siding and window replacements to assure the water tightness of the housing units
- Upgrading of dangerous electrical or plumbing systems
- Replacement of dangerous building systems that threaten the housing units
- Failed Septic Systems
- Installation of hard-wired smoke alarms, sprinklers and other building fire suppression systems
- Funds cannot be spent for maintenance or operating costs

Whether the BAHT will fund a particular project depends on the facts involved in each case, the amount of funds sought, the eligibility of persons seeking assistance, the necessity of the repairs, the funds available to the BAHT to support such program, whether the homes were acquired or created originally with CPA funds, and other factors. The BAHT may obtain new deed restrictions on properties to ensure the future affordability of the homes. There is no guarantee of financial assistance.

B. SUPPORT PROGRAMS (Loans/Grants for Individuals)

1. Brewster Rental Assistance Program

Provide a monthly rent subsidy and support to income eligible households. This program is currently managed by Housing Assistance Corporation (HAC) for the BAHT. For more information, see the Housing Office Webpage or this link: [Microsoft Word - FACT SHEET Brewster Rental Assistance Program.docx \(brewster-ma.gov\)](#)

CPA Allowable Activities:

Grants, loans, rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing for the purpose of making housing affordable

2. Brewster Affordable Home Buyers Buy-Down Program

The Town of Brewster, through Community Preservation Funds, provides up to \$30,000 of grant assistance for eligible buyers purchasing a home in Brewster. The program, contingent on existing funds, is available to households qualifying at 80% AMI (Area Median Income) who agree to place a permanent affordable housing deed restriction on the home. The grant assistance is provided as an interest free loan which is forgivable after 30 years if the owners remain in compliance with the terms of the restriction. This program is overseen by the Community Preservation Committee and specific applications for this program are available at Town Hall and on the Housing Office webpage: [Buy-Down Ready Buyer Application \(laserfiche.com\)](#)

CPA Allowable Activities:

Grants, Loans, Rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing for the purpose of making housing affordable

3. Community Development Block Grant (CDBG) Housing Rehabilitation & Childcare Assistance Program

CDBG housing rehabilitation and childcare assistance funds are available for low to moderate income Brewster households earning up to 80% of the Area Median Income. Housing Rehabilitation funds can provide a 0% interest, deferred, forgivable loan to make critical home repairs. The program is designed to improve the housing conditions of income qualified households. Funds up to \$50,000 are available to eligible residents to pay for critical home repairs, like: roofing and siding, electrical, heating and plumbing work, structural repairs, lead paint abatement and energy efficiency upgrades such as windows and storm doors. This program is managed by The Resource Inc. (TRI) and applications are available from TRI at jean@theresource.org. Childcare funding offers eligible families subsidies of up to \$6,000 per child, to assist families in seeking or maintaining employment. Bailey Boyd Associates oversees the Childcare assistance and applications are available here: [Childcare Programs — Bailey Boyd Associates.](#)

C. CREATION PROGRAMS (Development Loans/Grants)

1. DEVELOP NEW RENTAL HOUSING (Rental Expansion Program)

- **New Construction Units**

Provide funding assistance to developers for construction of new affordable rentals with deed restrictions required for long-term affordability.

2. DEVELOP NEW HOME OWNERSHIP HOUSING (Home Ownership Expansion Program)

- **New Construction Units**

Provide funding assistance to developers for construction of new home ownership properties with deed restrictions required for long-term affordability.

V. Funding Guidance

The BAHT has established the following funding guidelines for eligible activities:

- All financial transactions undertaken by the BAHT where Community Preservation Act (CPA) funds are used must comply with the requirements of the Community Preservation Act (CPA).
- All affordable rental and homeownership units created through new construction must be deed restricted.
- Development loans provided under the Home Ownership and Rental Expansion Program are limited to up to \$100,000 per affordable unit and a maximum project amount determined by the Trust. Tax credit units are limited to \$50,000 per affordable unit. The BAHT will determine the applicable interest rate to assist with project feasibility. Payments will be deferred until the property is transferred unless the recipient is determined to be in violation of loan terms (allowances for extenuating circumstances with an appeal process), in which case payments will be due. Any loan proceeds will be deposited into the Housing Trust Fund. All loans must be secured by a mortgage against the property and may be subordinated to other project lenders. Deed riders for 10-15 years are required for projects where the loan is more than \$20,000 per unit and required for at least 30 years or in perpetuity for loans of \$50,000 or more per unit.
- For rental developments, the project sponsor must enter into a Regulatory Agreement with the Town and subsidizing agency that insures affordability in perpetuity to the greatest extent possible.
- A Land Development Agreement will be required for any Town-owned land.

- In addition to BAHT approval, expenditures over \$50,000 require Select Board approval.
- Funding is directed to creating and preserving affordable housing for low and moderate income households, as defined below:

Low-income housing – Housing for those persons and families whose annual income is at or below 80% of the area median income (AMI) for the Barnstable County area as determined annually by the U.S. Department of Housing and Urban Development (HUD) and adjusted by household size.

Moderate-income housing – Housing for those persons and families whose annual income is above 80% AMI but at or below 100% AMI for the Barnstable County area as determined annually by HUD and adjusted by household size.

While funded projects can include income tiers above the 100% AMI threshold, the Trust Fund cannot be used for projects that are solely targeted to income levels above the 100% level.

- Funding guidelines can be waived or modified, if permitted under applicable law, upon a majority vote of the BAHT and, if required, by the Select Board.

VI. Project Monitoring

The BAHT, with staff support from the Housing Office and/or management agency, will work with the state’s Department of Housing and Community Development (DHCD) and project sponsors to insure that all units that have been funded by the Trust Fund are eligible for inclusion on the SHI, meet all requirements to be counted as part of the SHI, and are monitored to ensure the continued affordability of such units.

BAHT will also monitor the affordability of units that have received Trust funds but are not eligible for inclusion on the SHI. In these cases, the BAHT, with support from the Housing Office and/or a management company, will annually confirm the continued occupancy and eligibility of unit occupants by:

- Checking Assessors records and resident mail listings to verify the continued occupancy of the units. If the units involve homeownership, the deed rider will require that the occupant notify the Town upon any intent to sell, and the Town will have an opportunity to purchase or resell the unit based on a prescribed process included in the deed rider (adaptation of DHCD’s deed rider). If the units involve rentals, send a letter to the project sponsor requesting documentation listing the incomes of the tenants and a copy of their leases to ensure that the tenants meet the income qualifications, and the rents continue to be affordable.
- Checking the Barnstable County Registry of Deeds to make sure that there have been no changes in ownership/residency.

- Preparing an annual compliance report that documents the continued affordability of these units.

VII. Reporting

With staff support from the Housing Office, the BAHT shall prepare an annual report that summarizes the use of Trust funds during the fiscal year including amounts of funding, type of funding, project description and status, as well as the balance in the Trust Fund. The books and records of the Trust shall be maintained by the Town Accountant and audited annually as part of the annual audit of the Town of Brewster. The results of the audit shall be provided to the Town.

VIII. Periodic Updating of the Guidelines

These Housing Guidelines shall be reviewed at least every three (3) years by the BAHT, with input from the CPC and the Brewster Housing Partnership, and updated as necessary. The BAHT is responsible for approving any changes and can also choose to amend the Guidelines any time if it determines that certain requirements are no longer effective or viable or are necessary or appropriate. Section III will be updated regularly to reflect the BAHT's new FY priorities.

IX. Application Process

The application process involves providing information to the BAHT before funding approvals can be granted. All submissions, scheduling and communications will be coordinated through the Brewster Housing Office. The BAHT will accept applications on a rolling basis.

Only those projects that receive the approval of the Board of Trustees and, if required, the Select Board, are eligible to access funding from the Trust Fund. In making its determinations on funding, the BAHT may consult with the Brewster Community Preservation Committee, Planning Department and Planning Board, Zoning Board of Appeals, and/or other Town commissions or boards. The approved applicant must enter into an agreement with the BAHT that specifies the purpose and scope of the project, projected timeframe, and approved funding for the project. The applicant must submit an original copy of the signed contract.

X. Selection Criteria

The BAHT will apply the following selection criteria in its review of applications:

Selection Criteria
<p>The project/program proposal is consistent with the BAHT’s Funding Priorities. These include the following:</p> <ol style="list-style-type: none"> 1. Increase affordable housing opportunities for year-round community to the extent permitted by law, by prioritizing opportunities that support the Trust’s mission to expand and preserve year-round rental and home ownership homes that are affordable to moderate, low, and very low-income households. These projects should provide a welcoming environment for demographically and socio-economically diverse populations. Proposals may serve a range of local housing needs, even if some of the units may not be eligible for inclusion in the state’s Subsidized Housing Inventory (SHI). 2. Advance the creation of year-round affordable rental units to serve Brewster's most financially vulnerable residents and other income-qualified persons and households. 3. Identify and take advantage of existing structures and/or properties that have discounted or nominal acquisition costs, such as town owned or tax foreclosure properties, to make the development of affordable housing more financially feasible. 4. Promote affordable housing using methods that minimize impacts on the built environment, such as accessory apartments, small infill developments in existing neighborhoods, or buy-down initiatives that convert existing housing into affordable units. 5. Develop a range of projects to serve a range of housing needs including housing for families, seniors, and special needs populations. 6. Encourage mixed-income development to promote diversity and inclusion.
<p>The funding request is reasonable as a portion of the overall project costs and on a per-unit basis and adheres to the BAHT Funding Guidelines.</p>
<p>The development pro forma demonstrates that the project is feasible (not applicable if Trust Funds are requested for predevelopment activities to determine feasibility of a project).</p>
<p>The applicant has demonstrated significant leveraging of the requested BAHT Funds with other public and/or private funding sources.</p>
<p>The applicant is qualified to undertake the project and has demonstrated success in similar capacity with comparable projects.</p>
<p>The applicant has demonstrated appropriate site control.</p>
<p>Projects provide additional public benefits such as open space, environmental/conservation, energy efficiency, historic preservation, public safety, economic development, etc.</p>
<p>The project meets demonstrated community needs.</p>
<p>The applicant has demonstrated project support by other Town boards, committees, the Cape Cod Commission, other pertinent organizations, and Brewster citizens, as appropriate.</p>

XI. Application Form/ Attachment List

Town of Brewster
Affordable Housing Trust
Application Package
APPLICATION FORM

Project/Program Name: _____

Trust Program: _____

Project Location

Street Address: _____ Assessor's Map & Lot #: _____

Legal Property Owner of Record: _____

Sponsor(s)/Organization: _____

Contact Person Name & Title: _____

Telephone: _____ Email: _____

Mailing Address: _____

Budget Summary

Total Trust Funds Requested:

Total Project Cost: _____

Sponsor's Signature: _____ Date: _____

Sponsor’s Printed Name & Title: _____

Project Summary: *Please summarize the proposed project and any special features (support services, sustainability or energy conservation components, historic preservation, etc.)*

1. Sources of Funds: Check all that apply, include dollar amount, and circle if funds are committed or proposed.

- Brewster Affordable Housing Trust \$ _____ committed/proposed
- *Brewster Community Preservation Fund \$ _____

(*Some funding from the Trust is derived from Community Preservation Funds. Check this box if seeking additional funds from the Community Preservation Committee.)

- Private Bank Loan _____ \$ _____ committed/proposed
- Sales Revenue _____ \$ _____ committed/proposed
- Other: _____ \$ _____ committed/proposed
- Other: _____ \$ _____ committed/proposed
- Other: _____ \$ _____ committed/proposed

2. Uses of Funds: Check all that apply. Predevelopment (*feasibility, engineering, appraisals, environmental studies/testing/mitigation, legal work, etc.*)

- Acquisition
- Preservation
- Site Preparation (*tree clearing, earth removal, etc.*)
- New Construction
- Redevelopment
- Administration
- Operations
- Marketing
- Other (please explain)

3. Targeted Population: Check all that apply.

- Family
- Homeless/At Risk of Homelessness
- Housing with Support Services (identify service providers): _____
- Other (identify): _____
- Senior/Elderly
- Special Needs (identify population): _____

4. Type of Housing: Check all that apply.

- | | |
|--|--|
| Homeownership: | Rental: |
| <input type="checkbox"/> Single-family | <input type="checkbox"/> Single Room Occupancy |
| <input type="checkbox"/> Condominium | <input type="checkbox"/> Individual/Family |
| <input type="checkbox"/> Cooperative | <input type="checkbox"/> Group Residence, Congregate |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other (identify): |

5. Unit Composition (If Applicable): *List number of units in each category*

	Total	<=30% AMI	<=50% AMI	<=80% AMI	<=100% AMI	<=120% AMI	Market Rate
SRO							
1 Br							
2 Br							
3 Br							
4 Br/+							

Note: Refer to www.huduser.org for latest fair housing rates.

7. If applicable, Information about the Development Team including:

- Owner/sponsor/development entity-
- Experience-
- Architect-
- Engineer-
- General Contractor (if known)-
- Development Pro-forma-
- Operating budget for rental project (For example- One Stop funding application)
- Development pro-forma with sales prices for home ownership units.



Submission: All completed application packets should be submitted to:

Town of Brewster Affordable Housing Trust
 Jill Scalise, Housing Coordinator
 2198 Main Street
 Brewster, MA 02631
jscalise@brewster-ma.gov
 Phone: 5089-896-3701, ext. 1169

Chapter 18

AFFORDABLE HOUSING TRUST FUND

[HISTORY: Adopted 5-7-2018 STM by Art. 7. Amendments noted where applicable.]

§ 18-1. Name of the Trust.

The Trust shall be called the "Brewster Affordable Housing Trust," herein referred to as the "Trust."

§ 18-2. Purpose.

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Brewster for the benefit of low and moderate income households and for the funding of community housing as defined in and in accordance with the provisions of Massachusetts General Laws, Chapter 44B ("Chapter 44B"). The Trust shall use such property, both real and personal, and shall dispense such funds in such manner as the Board of Trustees shall deem most appropriate to carry out such purpose consistent with the policies adopted from time to time by the Board of Selectmen regarding affordable housing. The Trust shall be governed by a Board of Trustees in accordance with General Laws Chapter 44, Section 55C ("Section 55C"), as revised from time to time, and the authority granted by Town Meeting.

§ 18-3. Board of Trustees.

- A. There shall be a seven-member Board of Trustees (the "Board") appointed by the Board of Selectmen from amongst the residents of the Town (except that the Town Administrator or a staff member selected as his or her designee shall not be required to be Town residents). The members of the Board shall be comprised of as follows: **[Amended 5-6-2019 ATM, Art. 16]**
- (1) One member of the Board of Selectmen;
 - (2) One member of the Brewster Housing Partnership;
 - (3) One member of the Community Preservation Committee;
 - (4) One member of the Planning Board;
 - (5) Two residents at large; and
 - (6) The Town Administrator, a staff member or a resident (nonstaff member) selected by the Town Administrator as the Administrator's designee.
- B. Trustees shall serve for a term not to exceed two years, with the initial terms of the Trustees staggered such that Trustees who are members of the Board of Selectmen, the Brewster Housing Partnership, the Community Preservation Committee, and the Planning Board, shall serve for a term of one year, and thereafter for two years. Trustees who are appointed as representatives of boards or committees shall serve for two-year terms or until they no longer serve on such board or committee, whichever is shorter. The Town Administrator shall serve by virtue of the office. To the extent possible, the Board of Selectmen shall appoint as Trustees individuals with background or interest in affordable housing, and specifically those with financial, legal or development expertise, or experience and perspective on housing preservation. Any Trustee (other than the Town Administrator or staff person acting as the Town Administrator's designee) who ceases to be a resident of the Town of Brewster shall vacate the office. Any Trustee may resign by filing with the Town Clerk written notice thereof. **[Amended 5-6-2019 ATM, Art. 16]**
- C. Any vacancy in the office of Trustee shall be filled by appointment of the Board of Selectmen, notice of which shall be filed with the Town Clerk. The title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees.

- D. Trustees may be removed by the Board of Selectmen at any time for cause following the opportunity for a hearing. For purposes of this bylaw, the term "cause" shall include, but not be limited to, violation of any local, state, or federal law; incapacity to perform the duties of a Trustee; and acts of a Trustee, that in the opinion of the Board of Selectmen, are negligent or detrimental to the Town of Brewster or the Trust; and four consecutive absences from Board of Trustees meetings. Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder.
- E. The Trustees shall annually elect a Trustee to serve as Chair. The Chair may establish sub-committees and/or ad hoc task-related committees to carry out the purposes of the Trust. Chairs of the sub-committees may be selected by the members of the sub-committees.

§ 18-4. Meetings of the Trust.

The Board shall meet at least quarterly in the Town of Brewster at such time and at such place as the Trustees shall determine. Special meetings may be called by the Chair or by a majority of Trustees. Notice of all meetings of the Trust shall be given in accordance with the provisions of the Open Meeting Law, General Laws Chapter 30A, Sections 18-25. While a majority of the full Board of Trustees shall constitute a quorum for the transaction of any business of the Board of Trustees, less than a quorum may, subject to the requirements of the Open Meeting Law, continue a meeting to a time, date and place certain.

§ 18-5. Powers of the Board.

The powers and duties of the Board shall include the following, all of which shall be carried on in furtherance of the purposes and in compliance with the terms set forth in Section 55C of Chapter 44 of the General Laws:

- A. To accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the Trust in connection with any by-law or any general or special law or any other source, including money appropriated pursuant to the Community Preservation Act, Chapter 44B of the Massachusetts General Laws; provided, however, that any Community Preservation Act monies received shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of that chapter when expended by the Trust, and such funds shall be accounted for separately by the Trust; and provided further, that no later than July 15 of any calendar year, the Trust shall ensure that all expenditures of funds received from said Chapter 44B are reported to the Community Preservation Committee for inclusion in the year end reporting to the Massachusetts Department of Revenue;
- B. To purchase and retain real or personal property, including, without restriction, investments that yield a high rate of income or no income; provided that any expenditure of funds in excess of \$50,000 to purchase real or personal property shall first be approved by the Board of Selectmen;
- C. To sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Board deems advisable notwithstanding the length of any such lease or contract; provided that any sale, lease, exchange, transfer or conveyance of any property having a value in excess of \$50,000 shall first be approved by the Board of Selectmen;
- D. To execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board engages for the accomplishment of the purposes of the Trust;
- E. To employ advisors and agents, such as accountants, appraisers and lawyers as the Board deems necessary;
- F. To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board deems advisable;

- G. To apportion receipts and charges between incomes and principal as the Board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- H. To participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- I. To deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;
- J. To carry property for accounting purposes other than acquisition date values;
- K. To borrow money on such terms and conditions and from such sources as the Board deems advisable, to mortgage and pledge trust assets as collateral, provided that any borrowing of funds in excess of \$50,000 shall first be approved by the Board of Selectmen;
- L. To make distributions or divisions of principal in kind;
- M. To comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of Section 55C, to continue to hold the same for such period of time as the Board may deem appropriate;
- N. To manage or improve real property; and to abandon any property which the Board determined not to be worth retaining;
- O. To hold all or part of the Trust property uninvested for such purposes and for such time as the Board may deem appropriate; and
- P. To extend the time for payment of any obligation to the Trust;
- Q. To issue policy goals and statements to serve as guidelines for the Trust;
- R. To provide funds for the benefit of low and moderate income households to assist in the acquisition, creation, preservation, rehabilitation and support of housing affordable for such families; and
- S. To exercise such additional powers, if any, as may be set forth in MGL c. 44, § 55C, as it may be amended from time to time.

§ 18-6. Acts of Trustees.

- A. Except as otherwise provided, any action of the Board of Trustees shall be approved by a majority of those present and voting at a duly called meeting provided that a quorum is present, and any and all instruments executed by such majority shall be binding upon the Trust, and shall be conclusive evidence that such action has been duly authorized. The Trustees may, by instrument executed by all the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including power to execute and deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust. The Trustees shall not delegate the authority to amend or terminate the Trust and no such delegation shall be effective. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust estate. No one dealing with the Trustees need inquire concerning the validity of any act of the Trustees or see to the application of anything paid to or upon the order of the Trustees. No Trustee shall be liable for

the act, negligence or default of any other Trustee or any employee, agent, or representative of the Trustees selected with reasonable care, nor for errors in judgment, nor mistakes of law or fact made in good faith nor in reliance in good faith on advice of counsel nor for other acts or omissions in good faith.

- B. In exercising these powers, the Trustees shall recognize the role of the Board of Selectmen or its designee as the principal procurement officer under MGL c. 30B, including the bidding and awarding of all contracts. Where an act of the Trustees requires prior written notice to the Board of Selectmen, notice shall be deemed given when addressed to the Board of Selectmen.

§ 18-7. Status of Trust and Board of Trustees.

The Trust is a public employer and the members of the Board are public employees for purposes of General Laws Chapter 258. The Trust shall be deemed a municipal agency and the members of the Board of Trustees special municipal employees for purposes of General Laws Chapter 268A, the Conflict of Interest Law. The Trust is a governmental body for purposes of Massachusetts General Laws Chapter 30A, Sections 18-25, the Open Meeting Law. The Trust is also a board of the Town for purposes of General Laws Chapter 30B, the Uniform Procurement Act, and General Laws Chapter 40, Section 15; provided, however, that agreements and conveyances between the Trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the Town shall be exempt from said Chapter 30B. Notwithstanding the foregoing, neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town.

§ 18-8. Custodian of funds.

The Town Treasurer shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds. The Treasurer shall invest the Trust's funds in the manner authorized by MGL c. 44, § 55B. Any income or proceeds received from the investment of unrestricted funds shall be credited to and become part of the Trust. The yearly approved budget, and any approved budget revisions, will be filed with the Town Treasurer. As custodian, the Treasurer shall issue checks or transfer monies as directed by the Trustees and approved by the Board of Selectmen. In addition to the requirements of MGL c. 44, § 55C, the Trust shall comply with all requirements, if any, of all the funds deposited into the Trust, and shall ensure that restricted funds, and any interest thereon, are appropriately segregated and reported. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. Cost associated with the independent audit shall be borne by the Trust. Upon receipt of the audit by the Board of Trustees, a copy shall be provided forthwith to the Board of Selectmen.

§ 18-9. Funds paid to the Trust.

Notwithstanding any general or special law to the contrary, all moneys paid to the Trust in accordance with any zoning by-law, exaction fee, or private contribution shall be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust. General revenues appropriated into the Trust become Trust property and these funds need not be further appropriated to be expended. All moneys remaining in the Trust at the end of any fiscal year, whether or not expended by the Board within one year of the date they were appropriated into the Trust, remain Trust property.

§ 18-10. Taxes.

The Trust is exempt from General Laws Chapters 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or any subdivision thereto.

§ 18-11. Duration of the Trust.

This Trust shall continue until terminated by a vote of the Brewster Town Meeting. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Board of Selectmen for

affordable housing purposes except that any net funds generated pursuant to MGL c. 44B which shall be returned to the CPA Fund for community housing. In making any such distribution, the Trustees shall, subject to the approval of the Board of Selectmen, sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind to the Board of Selectmen. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

§ 18-12. Compensation of Trustees.

Trustees shall not receive a salary, stipend, bonus or other means of compensation for their service as a Trustee, nor shall they be eligible for any benefits from the Town of Brewster. Trustees may be compensated for reasonable out-of-pocket expenses for travel and other Trust-related expenses. All such out-of-pocket expenses shall be fully documented with receipts for expenses prior to payment by the Trust.

§ 18-13. Annual report.

The Trustees shall prepare an annual report describing the activities of the Trust on a calendar year basis. The annual report shall be submitted to the Brewster Board of Selectmen by December 31st of each year and will be included in the Town's Annual Report. The annual report shall list all financial transactions conducted by the Trust including all revenues and costs, provide a balance sheet of liabilities and assets of the Trust, list an inventory of all affordable housing units created, sold, and/or managed by the Trust, and any other pertinent information related to the business of the Trust.

§ 18-14. Recording; amendments.

The Trustees are hereby authorized to execute a Declaration of Trust and Certificate of Trust for the Trust, to be recorded with the Barnstable Registry of Deeds and the Barnstable Registry District of the Land Court, as applicable. The Declaration of Trust may be amended from time to time except as to those provisions specifically required under MGL c. 44, § 55C and/or this bylaw, by an instrument in writing signed by a majority of the Trustees and approved at a meeting called for that purpose, and approved by the Board of Selectmen.

§ 18-15. Titles.

The titles to the various Sections herein are for convenience only and are not to be considered part of said Sections nor shall they affect the meaning or the language of any such Section.

Parameters of Affordable Housing Trust Buydown Program

Approved by Housing Trust 5.11.23

Proposed Program: The Affordable Housing Trust may provide up to \$50,000* of grant assistance for eligible buyers purchasing a home in Brewster. The program, contingent on existing funds, is available to households qualifying at up to 80% AMI (Area Median Income) who agree to place a permanent affordable housing deed restriction on the home. The program is targeted to preserve affordable homes already on the Town’s Subsidized Housing Inventory (SHI). The grant funds will reduce, buydown, the purchase price of the home. In extenuating circumstances, the Trust may decide to direct funds in connection with a purchase to assist with verified, required repairs which will help preserve the home. The grant assistance is provided as an interest free loan which is forgivable after 30 years.

*Amounts over \$50,000 may be considered but will require approval of both the Affordable Housing Trust and the Select Board.

Amount of Grant Assistance: The amount of assistance will be determined on a home-by-home basis. The aim is to ensure that SHI home resales are affordable with a sales price set to be affordable for a household making 80% AMI. If necessary, the Trust will consider making the home affordable to a household at 70% AMI. It is expected that buydown grants will range up to \$50,000. Amounts over \$50,000 may be considered but will require approval of both the Affordable Housing Trust and the Select Board.

Program Eligibility (from original CPC Buydown Program):

- First Time Homebuyer, defined as someone who has not owned a home within the past 3 years. Some exceptions.
- The household must occupy the property as their principal residence.
- The property must be located in Brewster.
- A household cannot have more than \$75,000 in assets.
- The total household income must not exceed 80% of AMI.

Maximum Household Income Limits for 2022

2022 HUD Income Limits	Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Affordable limits	80% of AMI	\$60,900	\$69,600	\$78,300	\$86,950	\$93,950	\$100,900



**Proposed BREWSTER AFFORDABLE HOME BUYERS
BUYDOWN PROGRAM
READY BUYER APPLICATION**

Program: The Town of Brewster, through Community Preservation Funds, provides up to \$50,000 of grant assistance for eligible buyers purchasing a home in Brewster. The program, contingent on existing funds, is available to households qualifying at 80% AMI (Area Median Income) who agree to place a permanent affordable housing deed restriction on the home. The grant assistance is provided as an interest free loan which is forgivable after 30 years.

Eligibility:

- First Time Homebuyer, defined as someone who has not owned a home within the past 3 years. Some exceptions.
- The household must occupy the property as their principal residence.
- The property must be located in Brewster.
- A household cannot have more than \$75,000 in assets.
- The total household income must not exceed 80% of AMI.

Maximum Household Income Limits for 2023

2023 HUD Income Limits	Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Affordable limits	80% of AMI	\$64,450	\$73,650	\$82,850	\$92,050	\$99,450	\$106,800

For more information and questions, please contact: Jill Scalise, Brewster Housing Coordinator
at 508-896-3701 x1169

jscalise@brewster-ma.gov

Ready Buyer Application Checklist

- Signed application form (ALL adult household members are applicants)
- Documentation of your income sources and assets (see Required Financial Documentation sheet)
- Mortgage pre-approval letter. The letter must be from a mortgage lender and conform to the "LIP Program Standards for New Mortgage Loans." (See Appendix 2)
- Signed agreement on affordability and deed resale restrictions.
- Signed Application Certification and Consent for Release of Information for ALL adult household members.

Brewster Buydown Program Application Process

- Submit Ready Buyer application with all documentation & mortgage pre-approval letter.
- After initial eligibility determination, placement on the Brewster Ready Buyer List.
- When specific home is identified, submit Purchase & Sale agreement for final approval.
- Property appraisal &/or home inspection will then be required.
- IF THE HOME BUYER IS DETERMINED BY AN AFFORDABLE RESALE HOUSING LOTTERY WHERE BREWSTER BUYDOWN FUNDS HAVE BEEN ADVERTISED (for example by Housing Assistance Corporation), DOCUMENTATION FROM THE HOUSING LOTTERY MAY BE USED FOR INCOME VERIFICATION AND ELIGIBILITY.
- Final approval and authorization of funds made by the Affordable Housing Trust.
- Deed restriction, secondary mortgage, and promissory note signed, and funds released at closing.

Return completed application to:

**Brewster Planning Department
Attn: Jill Scalise, Housing Coordinator
2198 Main St. Brewster, MA 02631**

Brewster does not discriminate based on race, color, national origin, religion, sex, familial status, and handicap (disability). Disabled persons are entitled to request a reasonable accommodation of rules, policies, practices, or services, or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.





BREWSTER AFFORDABLE HOME BUYERS
BUYDOWN PROGRAM
READY BUYER APPLICATION

(All adult household members are considered applicants)

Applicant Name: _____

Address: _____

City/Town: _____ **State:** _____ **Zip Code:** _____

E-mail Address: _____

Telephone: (Day): _____ **(Evening):** _____

Employer's Name: _____ **Town:** _____

Co-Applicant Name: _____

Address: _____

City/Town: _____ **State:** _____ **Zip Code:** _____

E-mail Address: _____

Telephone: (Day): _____ **(Evening):** _____

Employer's Name: _____ **Town:** _____

Household Members

List all household members including yourself:

	Name	Date of Birth	Soc. Sec. #	Relationship to Applicant
1.	_____	_____	_____	Self
2.	_____	_____	_____	
3.	_____	_____	_____	
4.	_____	_____	_____	
5.	_____	_____	_____	
6.	_____	_____	_____	

Gross Annual HOUSEHOLD income: \$ _____

Down Payment Available: \$ _____

Are you a first-time homebuyer? YES NO

Someone who has not owned a home in 3 years, a person 55 and older, or a displaced homemaker.

Have you completed a certified homebuyer education course? YES NO

If so, please attach a copy of your completion certificate.

A certified Home Buyer Education course is strongly recommended. On Cape Cod, the Community Development Partnership (CDP) in Eastham and Housing Assistance Corporation (HAC) in Hyannis offer these classes. Please see www.capecdp.org; 508-240-7873 or www.haconcape.org; 508-771-5400. You can also see ww.chapa.org for a list of courses.

ANNUAL HOUSEHOLD INCOME INFORMATION

Households must meet certain maximum income limits in order to be eligible to participate in the lottery for a home, as outlined in the Lottery Information Package. Gross annual income is income from all sources, including all wages and salaries prior to deductions, overtime pay, commissions, tips, fees and bonuses, and other compensation for personal services, net business income, interest/dividend income, Social Security, Supplemental Security Income, pension payments, disability income, unemployment compensation, alimony/child support, and veterans’ benefits, for **all adult household members over the age of 18, unless the member is a full-time student**. Income for full-time students who are the head of household or spouse must be counted in annual income. See APPENDIX 1: Income and Assets for more details.

Please attach all third party documentation for your sources of income (see Required Financial Documentation sheet for detailed information).

Annual Income (Applicant): Gross Income for the past 12 months: \$ _____

Employer Name: _____

Employer Address: _____

Phone: _____ Position: _____

Wage/Salary per week before taxes and withholding: \$ _____

Additional Income from other source(s):

Source: _____

Income per month: \$ _____

Source: _____

Income per month: \$ _____

Annual Income (Co-Applicant): Gross Income for the past 12 months: \$ _____

Employer Name: _____

Employer Address: _____

Phone: _____ Position: _____

Wage/Salary per week before taxes and withholding: \$ _____

Additional Income from other source(s):

Source: _____

Income per month: \$ _____

Source: _____

Income per month: \$ _____

Note: If any other adult household members have income, please attach a separate sheet of paper with their income information as described above. Third party documentation is required.

HOUSEHOLD ASSET INFORMATION

Please complete the following asset information for all household members. Assets to be included: cash, savings and checking accounts, stocks, bonds and other forms of capital investment, excluding equity accounts in homeownership programs or state-assisted public housing escrow accounts. Do not include the value of personal property such as furniture and automobiles. See APPENDIX 1: Income and Assets for more details, and Required Financial Documentation for verification documentation needed.

Name on Account: _____

Bank Name and Address: _____

Savings Account Number: _____

Recent Balance: \$ _____

Checking Account Number: _____

Recent Balance: \$ _____

Other (e.g. Certificate of Deposit) Account Number: _____

Balance: \$ _____

Name on Account: _____

Bank Name and Address: _____

Savings Account Number: _____

Recent Balance: \$ _____

Checking Account Number: _____

Recent Balance: \$ _____

Other (e.g. Certificate of Deposit) Account Number: _____

Balance: \$ _____

Stocks and bonds, other liquid assets:

Description: _____ Value: \$ _____

Description: _____ Value: \$ _____

Description: _____ Value: \$ _____

Total Household Assets: \$ _____

Note: If any other household members have assets from additional sources, please attach a separate sheet of paper for each with their asset information as described above.

AFFIRMATIVE MARKETTING

Please complete the following section to assist us in fulfilling affirmative marketing requirements.
Responses will not affect your application.

Household Race (Head of Household):

- Caucasian
- American Indian/ Alaskan Native
- African American
- Hispanic/Latino
- Cape Verdean
- Asian/Pacific Islander

**BREWSTER AFFORDABLE HOME BUYERS
BUYDOWN PROGRAM
READY BUYER APPLICATION**

This form must be signed by all adult household members and returned with your application.

Affordability and Resale Restriction Certification:

I/We have read the summary of resale restrictions in the Information Package and agree to the restriction. I/We have been advised that a copy of the Deed Rider governing resale of the affordable homes is available at the Brewster Town Administrator's Office for my/our further review and that I/we may request a copy to be sent to me/us or my/our lender. I/We also understand that, when I/we are ready to purchase a unit, a full copy of the Deed Rider will be provided to me/us.

Applicant Signature

Date

Co- Applicant Signature

Date

Applicant Certification and Consent to Release Information:

PLEASE CHECK THE FOLLOWING ITEMS THAT APPLY TO YOU:

- I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that perjury will result in disqualification from further consideration in this program.
- I/We understand that the use of this application is for a potential grant to purchase an affordable home in Brewster, and does not guarantee an offer.

Your signature(s) below gives consent to the Town of Brewster, to verify information provided in this application. No applications will be considered complete unless signed and dated by the Applicant and Co-Applicant (if any).

Applicant Signature

Date

Co- Applicant Signature

Date

Required Financial Documentation & Verification Sheet

- Two months of most recent, consecutive paystubs for all working members of the household age 18 years and older.
- Federal Tax Returns (1040) from the last 3 years. Include W-2 and 1099-R forms.
- Verification of child support (copy of child support order, etc.)
- Verification of any other household income, ie: Social Security, SSDI, SSI, VA benefits, unemployment benefits, public assistance, etc. You may provide a copy of the official statement of monthly amount received for the present year.
- Savings account statement- submit the three most recent bank statement copies
- Checking account statement- submit the three most recent bank statement copies
- Verification of student status for each child 18 years of age or older who is a full time student.
- Mortgage pre-approval letter. The letter must be from a mortgage lender and conform to the "LIP Program Standards for New Mortgage Loans." (Appendix 2)

APPENDIX 1: Income and Assets

INCOME:

Income Limit: Total household annual income must be at/below the 80% Barnstable County Median Income limits, as adjusted for household size.

Maximum Household Income Limits (Barnstable MSA) for 2023

2023 HUD Income Limits	Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Affordable limits	80% of AMI	\$64,450	\$73,650	\$82,850	\$92,050	\$99,450	\$106,800

Annual Household Gross Income means all income, from all sources, of all current adult household members for the 12-month period following application.

Annual income includes but is not limited to the following:

- The full amount, before ANY payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends, and other net income of any kind from real or personal property
- Payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of period receipts
- Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay
- Welfare assistance payments
- Alimony and child support
- Regular pay, special pay, and allowances of a member of the Armed Forces

ASSETS:

Asset Limit: Total household assets cannot exceed \$75,000

Household Assets include the following:

- Cash in savings accounts, checking accounts and safety deposit boxes, etc., certificates of deposit, bonds, stocks, treasury bills, mutual funds and money market accounts
- Revocable trusts.
- Equity in rental property or other capital investments
- Retirement plans are included when the holder has access to the funds, even though a penalty may be assessed. Retirement funds are NOT included if amounts can only be withdrawn if upon termination of employment or retirement
- Cash value of life insurance policies available to the applicant before death.
- Personal property held as an investment (this includes gems, jewelry, coin collections, or antique cars held as investments; personal jewelry is NOT considered an asset)
- Lump sum receipts or one-time receipts. (i.e. inheritance, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are not intended as periodic payments.
- A mortgage or deed of trust held by an applicant.

Household assets do not include:

- Personal property. (clothing, furniture, cars, wedding ring and other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities)
- Term life insurance policies. (i.e. where there is no cash value)

- Equity in the cooperative unit in which the applicant lives.
- Assets that are part of an active business. Business DOES NOT include rental of properties that are held as investments unless such properties are the applicant's main source of income.
- Assets that are not effectively owned by the applicant

Assets disposed of for less than fair market value: Applicants must declare whether an asset has been disposed of for less than fair market value during the two years preceding application. If an asset has been disposed of for less than fair market value, the amount counted as an asset is the difference between the cash value and the amount actually received.

APPENDIX 2: LIP (Local Initiative Program) Program Standards for New Mortgage Loans

- The loan must be a fully amortizing fixed rate mortgage with a down payment of at least 3%, at least half of which must come from the buyer's own funds.
- The loan must be made by an institutional lender. Loans from private parties are not allowed.
- The loan must have a fixed rate through the full term of the mortgage that is a current fair market interest rate.
- The loan can have no more than 2 points.
- The buyer's monthly housing costs (inclusive of principal, interest, property taxes, hazard insurance, private mortgage insurance and condominium or homeowner association fees) may not exceed 38% of the buyer's monthly gross income.
- Non-household members shall not be permitted as co-signers of the mortgage.

APPENDIX 3: Summary of Affordable Housing Deed Restriction

An affordable housing deed is a legal document recorded at the Registry of Deeds that specifies the resale, refinance and leasing provisions for the referenced property. The deed restriction ensures that the unit remains affordable for future purchasers of the property. It is strongly recommended that purchasers of a deed restricted affordable home review the deed restriction with their attorney and lender prior to closing.

Here is a general description of the deed restriction:

- The property must be the owner's principal residence.
- The deed rider restricts the resale price of the property. The rider includes a formula to calculate the future maximum resale price based on the Area Median Income at the time of resale.
- Owners of a deed restricted home must notify the monitoring agent, the Town of Brewster, in writing of their intention to sell or convey the home.
- Owners of a deed restricted affordable home cannot rent, lease, refinance or encumber the home without prior written consent of the monitoring agent, 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 Administrator

June 5, 2023

Faythe Ellis, Chair
Community Preservation Committee
2198 Main Street
Brewster, MA 02631

Dear Ms. Ellis,

On behalf of the Town of Brewster Select Board, I am pleased to send you this Letter of Support for the Affordable Housing Trust's Community Preservation Grant request of \$250,000 to manage the Brewster Affordable Buydown Program. This program, initiated in 2007, has assisted Brewster first time homebuyers in purchasing affordable homes in Brewster. All Buydown homes are required to have an affordable deed rider in perpetuity.

One key economic development goal, outlined in the Town's Vision Plan, draft Local Comprehensive Plan, and Housing Production Plan, and one of the greatest threats facing the local economy, is the lack of attainable and affordable housing in Brewster. The Buydown Program addresses this housing need. Over the past 16 years the program, supported by Brewster residents allocating \$360,000 in CPA funds, has aided 12 households in purchasing affordable Brewster homes. The funds have also enabled the Town to retain homes on the Town's Subsidized Housing Inventory, protecting an important asset in a difficult housing environment.

When the Buydown program was first developed, Brewster did not have a municipal housing trust. The Community Preservation Committee (CPC) took initiative, developed the Buydown program, and demonstrated the program's effectiveness in meeting an affordable housing need. The Select Board appreciates the ongoing dialogue, communication, and coordination between the CPC and Housing Trust in determining the value and best path forward for this program. The Select Board supports the continuation of the Buydown Program, the \$250,000 in CPA funding request, and the management by the Housing Trust. Thank you for the fine work of the Community Preservation Committee.

Sincerely,

Select Board Chair



Town of Brewster

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

Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Intermunicipal Agreement with Truro for Net Metering Credits
DATE: May 19, 2023

Several years ago, the Town of Truro decided to purchase all the output from a commercial solar project that was producing more than Truro would need, because they were unsure at the time about decreasing state incentives for solar and they thought it would be easy to sell the excess. For various reasons, they have not yet sold any excess credits and have banked about \$400,000 in net metering credits to date. Going forward, they expect to generate about \$65,000 a year in excess credits.

This proposed arrangement, outlined in the enclosed intermunicipal agreement, would result in Brewster applying 20% of the value of these excess credits to cover our electric utility expenses – about \$80k in Year 1 and \$15k/year going forward. The balance of these energy credits would be applied to Truro. Our Energy Manager has verified that we have ample offtaker capacity to accept these credits. Should the Town identify a more favorable solar credit arrangement, we are not obligated to remain in this intermunicipal agreement. Brewster's Energy Committee unanimously supported this proposed arrangement last year.

**INTERMUNICIPAL AGREEMENT
TOWNS OF TRURO AND BREWSTER
TRANSFER OF NET METERING CREDITS**

This Intermunicipal Agreement (“Agreement”) is entered into this ____ day of _____, 2023, by and between the Towns of Truro and Brewster acting by and through their respective Select Boards.

RECITALS

WHEREAS, the Town of Truro (“Truro”) has entered into a Solar Net Metering Credit Agreement (“NMCA”) with Altus Power dba CA MA Solar, LLC, dated in October 2016 for the purchase of net metering credits generated as a result of a solar power generating facility located in Canton, Massachusetts;

WHEREAS, Truro purchases 100% of the of net metering credits generated by the solar electricity generating facility, which is producing more net metering credits than Truro can use;

WHEREAS, the Town of Brewster (“Brewster”) has energy accounts that can be offset by Truro’s net metering credits;

WHEREAS, both parties have been authorized to enter into this Agreement by the votes of their respective Select Boards in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A; and

WHEREAS, the parties agree that it is in their mutual best interests for Truro to sell and Brewster to buy Truro’s net metering credits.

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Truro and Brewster hereto covenant and agree as follows:

The Parties agree that terms used but not defined in this Agreement shall be as defined in the NMCA, a copy of which is attached hereto.

1. Transfer of Net Metering Credits. Truro agrees to sell and Brewster agrees to purchase any excess net meter credits (“NMC”) received from Eversource subject to the terms of conditions set forth in this Agreement.
2. Procedure for Transfer of NMCs. The Transfer of NMCs from Truro to Brewster shall be processed as follows:
 - A. Upon the Parties’ execution of this Agreement, Truro will offer to Brewster a specific percentage of Truro’s total NMCs available for purchase by Brewster (“Offered NMCs”) as well as an estimate of the financial value of such NMCs. Brewster will, within 30 days of receipt of such information from Truro, (i) either agree to such percentage, or propose a different percentage of total NMCs it wishes to purchase (“Contracted NMCs”), which number will not exceed the Offered NMCs, and (ii) will provide Truro with the Brewster electric accounts to which NMC’s are to be allocated together with the percentage of such NMC’s to be assigned to each such account. Such Contracted NMCs shall then become the basis for the NMC allocation between the Parties. For avoidance of doubt, the actual financial value of the NMCs will fluctuate from month to month with the performance of the solar facility and the value of NMCs and rates established by Eversource. Truro makes no representation with respect to the financial value of NMCs or the performance of the solar generating station.
 - B. Brewster shall provide Truro with its Eversource account numbers and percentage allocations to each account to which NMCs are to be allocated. To the extent that Brewster purchases electricity from a competitive electricity supplier for any of such

accounts, Brewster shall request consolidated billing, so that its electricity supply charges are included on the Eversource invoices for such accounts. Truro will submit a Schedule Z to Eversource with Brewster's as well as Truro's NMC allocations. The Parties understand and acknowledge that Eversource limits changes to a Schedule Z to twice per calendar year.

- C. If, during the term of this Agreement, Truro intends to file a Schedule Z to adjust the allocation of NMCs to its own electric accounts, it shall provide Brewster advance written notice so that Brewster will have an opportunity either to make an adjustment to its own accounts or initiate a modification of its Contracted NMCs in accordance with Section 2C, below. If Brewster desires to make such an adjustment or modification, it shall provide written notice to Truro within 30 days of receipt of Truro's notice. If Brewster does not provide such notice, Truro may proceed to file a Schedule Z without adjustment to Brewster's NMC allocation.
- D. From time to time as initiated by either Party, but no more frequently than once per calendar year, Truro may modify its Offered NMCs to Brewster, and Brewster may modify its Contracted NMCs from Truro, according to the procedure outlined in 2(A), but without the need for an estimate of financial value. The revised Contracted NMCs will become the new basis for NMC allocation only when implemented by Eversource following the filing of a revised Schedule Z. If, however, within 30 days following delivery of its Offered NMCs to Brewster, Truro has not received a response from Brewster, Truro may prepare and file a revised Schedule Z with Eversource according to Truro's Offered NMCs, with allocations to Brewster's accounts adjusted pro rata to its then current allocations.

- E. Within 30 days' of receipt of the Eversource invoices for Brewster's electric accounts on the Schedule Z, Brewster shall remit payment to Truro in an amount equal to eighty percent (80%) of the value of the credits received. For example, if Brewster receives \$1,000 in credits from Eversource, it will pay Truro the sum of \$800.00.
- F. The Parties agree to exchange documentation as needed to confirm the transactions, including electric bills or other correspondence sent to or received from Eversource. Before the end of each fiscal year on a date to be agreed upon, the Parties shall designate representatives who shall meet to review NMCs allocated to Brewster and amounts paid by Brewster for the fiscal year, and the associated Eversource invoices for Brewster's Schedule Z electric accounts. To the extent that such review indicates an underpayment or overpayment, the Parties shall cooperate so that the payment or credit, as applicable, necessary to rectify the discrepancy is promptly made by the appropriate Party.
3. No Obligation. The Parties acknowledge and agree that the transfer of NMC's for any given period is subject to availability, and Truro expressly reserves the right to use all of the NMCs allocated to it. The parties further acknowledge and agree that, for any given period, Truro may elect not to sell any NMC's to Brewster, in its sole discretion, for any reason or no reason at all; and Brewster may elect not to purchase all or any portion of the NMC's offered by Truro in any given period, in its sole discretion, for any reason or no reason at all. If either party chooses not to exercise its right of sale or purchase for a particular period, it shall not be deemed a waiver of its right to sell or purchase NMCs in subsequent periods.
- Notwithstanding the foregoing, any change to an existing NMC allocation to Brewster will not take effect unless and until a revised Schedule Z has been filed with and implemented by Eversource.

4. The Parties shall reasonably cooperate and assist each other in performing all activities and in the execution of other instruments necessary to implement the provisions of this Agreement, including without limitation, drafting and filing Schedule Zs, and conferring with Eversource or Truro's counterparty under the NMCA. The Parties shall also reasonably cooperate and exercise reasonable efforts to negotiate and resolve any disputes arising under this Agreement.
5. Appropriation. Brewster's obligations to purchase NMCs from Truro shall be subject to appropriation. If Brewster anticipates insufficient funds to pay for NMCs, it shall make reasonable efforts to notify Truro of such as soon as reasonably practicable, upon which notification the Parties shall confer regarding the status of funding, the allocation of other available funds, if any, and/or reducing Brewster's NMC allocation through the filing of a revised Schedule Z with Eversource.
6. Term. This Agreement shall commence on the date first written above and shall expire on May 31, 2037 unless sooner terminated as set forth herein.
7. Termination. Notwithstanding anything to the contrary in this Agreement: This Agreement may be terminated for any reason, or no reason, by either party upon ninety (90) days written notice to the other party; provided, however, that Truro may terminate this Agreement upon 30 days' written notice in the event Brewster fails to pay undisputed amounts for NMCs allocated to its electric accounts by Eversource, unless Brewster cures such failure within such 30-day period, and Brewster shall be entitled to keep and be obligated to pay for all NMCs allocated to its electric accounts by Eversource before and after termination, provided that the Parties shall reasonably cooperate to file a revised Schedule Z with Eversource as soon as reasonably practicable following any termination of this Agreement.

8. Entire Agreement. The parties understand and acknowledge that this Agreement and the documents attached hereto contain the entire agreement between them, and the terms of this Agreement are contractual and not a mere recital.
9. Authorization. The Parties further state that they have carefully read the foregoing Agreement and fully understand the contents thereof, and that the signatories hereto are duly authorized to sign this Agreement on behalf of the respective parties and that each signs and executes this Agreement as their free act and deed.
10. No Inducement. The Parties hereby acknowledge that no promise or inducement which is not herein expressed has been made and in executing this Agreement, the Parties do not rely upon any statement or representation made by any person, firm, or entity hereby released other than those set forth in this Agreement.
11. Amendments. This Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and none of the terms hereof may be waived, except by an instrument in writing of subsequent date hereof executed by all of the Parties.
12. No Third Party Beneficiaries. Notwithstanding anything to the contrary herein, there are no third party beneficiaries to this Agreement.
13. Severability. Each provision of this Agreement shall be considered separate and if, for any reason, any provision herein is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, except that if all or any part of the release of claims provided by a Party is deemed invalid, the Agreement shall be deemed invalid.
14. Assignment. Neither Party may assign this Agreement in whole or in part without the written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon

and inure to the benefit of each of the Parties hereto and the respective heirs, legal representatives, successors and assigns of each.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising hereunder shall be brought solely in the courts of the Commonwealth of Massachusetts.

16. Counter Parts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The facsimile signature or signature sent electronically by .pdf or otherwise of any party to any counterpart shall constitute the signature of such party for all purposes.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first above written.

Brewster Select Board

Truro Select Board



Town of Brewster

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

Email: Townmanager@brewster-ma.gov

Website: www.brewster-ma.gov

Policy No: 2

Date Approved: June 8, 1987

Dates Amended: 8/25/1997
6/05/2023

Licensing Board Rules and Regulations

Purpose:

The Select Board is the Local Licensing Authority (LLA) for the Town of Brewster and has sole authority for the issuance and regulation of all licenses within the Town. The Select Board will exert every effort to provide the residents and guests of the Town with establishments offering quality goods and services and will resist issuance of licenses to establishments with a consistent operation of poor-quality goods and services. It shall be the policy of the Select Board to deny the issuance of licenses to any person, corporation, or business that has neglected or refused to pay any local taxes, fees, assessments, betterments, other municipal charges or who has outstanding violations with any town department. In furtherance of this purpose, the Select Board of the Town of Brewster adopts the following rules and regulations.

Compliance:

Where the Town of Brewster Licensing Board Rules and Regulations conflict with the General Laws of the Commonwealth of Massachusetts, the General Laws shall prevail. The General Laws most frequently referred to herein relating to these Rules and Regulations are:

Chapter 138, Alcoholic Liquors

Chapter 140, Licenses

References to the General Laws are indicated herein by the letter "c" for the Chapter and by the symbol "§" for the Section, i.e., c.138 § 1. Where the Town of Brewster Licensing Board Rules and Regulations conflict with the Rules and Regulations of the Alcoholic Beverages Commission, the latter shall govern.

Chapter 138, Section 2 prohibits sale, storage, transportation, importing, exporting, manufacturing with the intent to sell, keeping for sale and exposing for sale without a license. If any individual conducts such activities without a license they are in violation of Chapter 138.

The license and any permits required for premises operations must be posted in a conspicuous location within the licensed premises, clearly visible and accessible for inspection by regulators, enforcement officers and the general public.

Omissions and Waivers:

The omission of reference in part, or in its entirety, to any law, code, ordinance or regulation taking precedence over the Rules and Regulations set forth herein shall not constitute a waiver on the part of the Town to require the applicant to comply with the law, code, ordinance or regulations.

Authorization to Issue Licenses:

The Select Board, acting as the Local Licensing Authority, authorizes the issuance of the following licenses: Liquor Licenses (for both on-premises under §12 and off-premises consumption under §15 and Special Licenses under §14), Common Victualler, Inn Holder & Lodging, Entertainment, Hawker & Peddler, Auctioneer, Class II and Livery, New and Used Car Dealers, and Special Event Licenses.

No license shall be issued until payment in full of all applicable fees is received by the Town. Fees may vary depending upon the type of application submitted, license fees are non-refundable. Additional fees may be required by other town departments or organizations (i.e., Police Department, Building Department, Commonwealth of Massachusetts).

The licensed premises shall at all times be subject to inspection by the Local Licensing Authority, the Alcoholic Beverages Control Commission (ABCC), the Brewster Police, the Fire Department, Building Commissioner/Inspector, Board of Health agent or other duly authorized Town agents.

Local Alcoholic Beverages Licensing Regulations

The Select Board takes very seriously the responsibility of granting liquor licenses and expects all applicants to adhere to the regulatory requirements. Failure to comply may result in the suspension, cancellation or revoking of a license previously granted or the refusal to grant or renew the license. No license can be issued, surrendered, transferred, sold or amended without the specific prior approval of the LLA, subject to the provisions of the applicable law of the Commonwealth.

The Licensee is responsible in acquiring all permits, licenses, and/or certifications necessary to conduct business; and be responsible for prompt notification to the LLA of any projected change or amendments to the approved license.

Types of Retail Licenses

Section 12 (On- Premises)

Commonly referred to as a “Pouring License”, seven types of pouring licenses exist: hotel, restaurant, tavern, club, general-on-premises, continuing care retirement community and War Veteran’s Club. Licenses authorizing sale of beverages to be drunk on premises issued to a common victualler duly licensed under Chapter 140, to conduct a restaurant, an innholder duly licensed under said chapter to conduct a hotel, a pub brewer, a continuing care retirement community and a keeper of a tavern as defined by Chapter 140, in the Town of Brewster wherein the granting of licenses under this section to sell all alcoholic beverages or only wines and malt

beverage and a keeper of tavern will be treated as a new application as outlined above and on the applicant check list.

Section 14 (Special License)

Commonly referred to as “one-day” licenses, a special license to pour liquor at an indoor or outdoor activity may be issued to the responsible manager. No person may be granted such licenses permitting sales on an aggregate of more than 30 days in a calendar year. *No Special License under Section 14 shall be granted to any person while his/her application for an annual and or seasonal license under Section 12 is pending before the LLA or before the ABCC.*

Special licenses for the sale of all alcoholic beverages, wine, or malt beverages, or any of these beverages, may be issued by the LLA only to a person at least 21 years of age acting on behalf of a nonprofit organization. No other person may be issued a special license to sell all alcoholic beverages. Special licenses for the sale of wine, malt beverages, or both, may be issued by the local licensing authorities to any person at least 21 years of age who is conducting an activity or enterprise for profit.

Section 15 (Off-Premises)

Commonly referred to as a “Package Store License” which can be used in various types of business (e.g., package stores, supermarkets and convenience stores).

Categories of Retail Liquor Licenses:

- All alcoholic beverages (wines, malt beverages, and distilled spirits)
- Wine only
- Malt beverages only
- Wine and malt beverages

The quota of liquor licenses is based on the municipality’s population enumerated in the most recent federal census. Brewster is notified by the ABCC what the quota of licenses is determined by the most recent census.

The quota of liquor licenses is based on the municipality’s population enumerated in the most recent federal census. Brewster is notified by the ABCC what the quota of licenses is determined by the most recent census.

Application Procedures:

All license applications must be submitted in complete form for the LLA to consider, contact the Town Manager’s office to obtain the Town Liquor License application. The ABCC requires an application to be completed for liquor licenses, this is in addition to the Town’s application. The ABCC application and checklist can be found here, [Apply for an Alcoholic Beverages Retail License \(New or Transfer\) | Mass.gov](#). All applications, accompanying documents and payment must be received at least 4 weeks in advance of a Select Board meeting. Town Manager’s office will determine the timeline of events for advertisement, abutter’s notification, public hearing, etc.

While the Town Manager's office will assist any individual with the filing of an application, it is not the responsibility of the office staff to prepare the application or other required forms; accordingly, any deficiencies and/or omission in an application shall be deemed the responsibility of the applicant.

New Annual/Seasonal Liquor Licenses:

- Applicant shall prepare and compile all documents required by General Law, ABCC and the Town of Brewster and submit to the Town Manager's office. The applicant shall be responsible for ensuring the licensed premises has successfully passed all building/fire inspections, and that all taxes are paid to date.
- A public hearing will be scheduled and placed on an upcoming Select Board meeting agenda; notice will be published in the local newspaper at least 10 calendar days in advance of said hearing. Applicants are required to send a copy of the notice, by certified mail to all direct abutters and provide proof as part of the application.
- The application will be sent to Department Heads for review and comments; feedback will be shared with the LLA in the e-packet prior to the public hearing.
- At the hearing the LLA will consider input from the applicant, town staff, and interested members of the public relative to the application.
- Should the LLA vote to approve the new license, the application will subsequently be forwarded to the ABCC for its consideration. When properly granted or renewed, annual licenses shall be effective from January 1 through December 31 of the same year, or from the date in which the ABCC approves until December 31 of the same year.

The LLA sets the terms that a seasonal licensee can operate. The LLA can permit a seasonal licensee to operate as late as January 15th. Requests for extensions must be in writing to the LLA stating the reason for the extension request. If license extension is granted, the fee of \$175.00 and notification will be made to the ABCC. No one-day license can be issued or allowed on that seasonal license premises during the dormant period.

Renewal of Annual/Seasonal Liquor Licenses:

The applicant shall be responsible for meeting all renewal requirements and deadlines established by General Law, the ABCC and the Town of Brewster.

- The Town Manager's office will mail all annual and seasonal liquor licenses holders a renewal application that must be signed in the month of November (for Annual) and in the month of March (for Seasonal).
- Renewals will be reviewed and acted upon by the LLA during their respective months. The LLA will analyze each request on an individual basis and notify the licensee accordingly.
- The application must include a Liquor Liability Statement and provide a Certification of Insurance showing the policy number and expiration date.
- The applicant shall be responsible for ensuring the licensed premises has successfully passed all building/fire inspections, and that all taxes are paid to date.
- Annual and Seasonal license holders wishing to reduce the period of service to meet the public need, i.e., twelve months of the year from January 1 to December 31 and from

April 1 to November 30, respectively, shall submit a request in writing to the Licensing Board. Justification for the request shall be submitted therewith.

The following transactions all require an application to be submitted to the Local Licensing Board, upon the decision of the Board, the application will be submitted to the ABCC:

- New License
- Transfer of License
- Change of Manager
- Change of Offices/Directors/LLC Managers
- Change of Class (i.e., Annual/Seasonal)
- Change of License Type (i.e., club/restaurant)
- Change of Category (i.e., All Alcohol/Wine/Malt)
- Issuance/Transfer of Stock/New Stockholder
- Change of DBA
- Change of Location
- Alteration of License Premises
- Change of Corporate Name
- Change of Ownership Interest
- Change of Corporate Structure
- Pledge of Collateral
- Mgt/Operating Agreement
- Change of Hours

Applications must be made to the LLA prior to any of the above-listed actions take effect relative to an existing license and/or licensed premises. All required fees must be paid in full prior to the issuance of any new or modified license.

See below for “Special” (One-Day) Liquor Licenses.

Entertainment Licenses:

An Annual or One Day Entertainment License is required for any form of entertainment including (but not limited to) recorded music, live music, amplified or acoustic music, theatrical exhibitions, plays, disc jockey, coin operated games, pool/billiards, etc. This applies to the use of entertainment/music inside and/or outside. The applicant must complete the Entertainment License Application and submit it to the Town Manager’s office.

New Annual Entertainment Licenses:

- A completed application and payment must be submitted to the Town Manager’s office.
- A public hearing will be scheduled and placed on a future Select Board meeting agenda; notice will be published in the local newspaper at least 10 calendar days in advance of the public hearing.
- Applicants are required to send a copy of the notice, by certified mail to all direct abutters and provide proof as part of the application. The abutters letter and list will be supplied to the applicant by the Town Manager’s office.
- The application will be reviewed by Department Heads for comment; feedback will be shared with the LLA in the e-packet prior to the public hearing.

Renewals:

- The Town Manager’s office will contact all Annual Entertainment License holders for renewal in the month of May.

- A public hearing will be scheduled and placed on an upcoming Select Board meeting agenda; notice will be published in the local newspaper at least 10 calendar days in advance of said hearing.
- At the hearing the LLA will consider input from the applicant, town staff and interested members of the public relative to the application.

For One-Day Entertainment licenses, complete applications must be submitted to the Town Manager's office at least 4 weeks prior to a Select Board meeting. Applications will be reviewed by various Department Heads for comment and feedback that will be shared at the Select Board meeting and with the applicant.

Common Victualler, Inn Holder & Lodging Licenses

A completed application must be submitted to the Town Manager's office at least 4 weeks prior to a scheduled Select Board meeting with all required documentation and payment. A public hearing may be scheduled with notice published in the local newspaper at least 10 calendar days in advance of said hearing. The LLA will review the application and feedback from town staff to determine if a license shall be issued. Licenses will not be issued to any applicant if there are any outstanding violations or unpaid taxes. All licenses are valid for one calendar year and must be renewed through the Town Manager's office in December of each year.

Hawker & Peddler, Class II and Livery, New and Used Car Dealer Licenses

A completed application must be submitted to the Town Manager's office at least 4 weeks prior to a scheduled Select Board meeting with all required documentation and payment. The application will be reviewed by various departments and feedback provided to the Select Board for consideration. The LLA will consider the application during a Select Board meeting. All licenses are valid for one calendar year and must be renewed through the Town Manager's office in the month of December each year. Please note that fingerprinting is required for all Hawker & Peddler Applications per the [Town Bylaw](#).

Special Event Licenses

A property not specifically designed or permitted to be used for infrequent events occurring within a 24-hour period such as, but not limited to, art or theatrical exhibitions, concerts, dinners, parties and weddings, to be attended by the public, including properties not expressly permitted to be rented for such occasions. Applications for 5 or fewer events per year must receive a license from the Select Board. Applications for greater than 5 events per year must receive a Special Permit from the Board of Appeals.

A complete application must be submitted to the Town Manager's office at least 4 weeks prior to a scheduled Select Board meeting with all required documentation. Applicants are required to notify abutters via certified mail to all direct abutters and provide proof as part of the application. The abutters letter and list will be supplied to the applicant by the Town Manager's office. The application will be reviewed by Town staff for comments; feedback will be shared with the LLA in the e-packet prior to the public hearing.

Operating the Business

“Licensed Hours” are those which are designated on the licensee’s alcohol license issued by the local licensing authority. Massachusetts Sate Law says that §12 licensees cannot be barred from serving alcohol between 11:00am and 11:00pm. LLAs may grant extended operating hours. In no event can sales be made between 2:00am and 8:00am. Licensed establishments may operate outside of licensed hours where permitted but may not serve/sell alcohol outside of licensed hours. A violation of any of the following restrictions shall constitute a violation.

Closing Hours: the following was approved in the minutes of Select Board meeting on September 25, 1984:

“Please be advised that the closing hour for all liquor establishments in the Town of Brewster is 1:00 o'clock a.m. unless the license specifies an earlier closing time. No orders for alcoholic beverages shall be taken after 12:40 a.m., referred to as "Last Call" and all beverages must be cleared from the tables and service area no later than 1:00 a.m. and no person, employee or otherwise, shall remain on the premises after 2:00 a.m. The regulation is promulgated by the Brewster Licensing Board by provisions of Chapter 138, Section 12 of the General Laws of the Commonwealth of Massachusetts, and the Brewster Police Department is notified to enforce the closing hour. This regulation shall be in full force and effect from this date unless specifically waived in writing by said Licensing Board.”

Chapter 138, Section 12- Sale of alcoholic beverages to be drunk on-premises

Hours during which sales of alcoholic beverages may be made by any licensee shall be fixed by the LLA either generally or specifically for each license. Licensees cannot be barred from serving alcohol between 11:00am and 11:00pm Monday through Saturday. In no event can sales be made between 1:00am and 8:00am. A licensee can open on a Sunday at 12:00 noon, the exception to this is if the LLA accepts M.G.L c. 138, §33B, they may authorize a restaurant, hotel, club, or veterans club to open as early as 10:00am.

Chapter 138, Section 15- Sale of alcoholic beverages not to be drunk on the premises

Any holder of a license under this section shall be permitted to make sales in accordance with the terms of their license at any time between 8:00 a.m. and 11:00 p.m. Monday through Saturday, except where otherwise noted. Licensee chooses the hours of sale on a Sunday, so as long as the sales do not commence before 10:00am and conclude not later than 11:00pm or 11:30pm on a day before a legal holiday.

Minimum hours of operation under section 15:

Package Goods Store Annual License - 9:00 a.m. to 9:00 p.m. Monday through Saturday, unless otherwise noted.

Any licensee intending to close a licensed premise, whether on a temporary or permanent basis, must notify the LLA in writing prior to such closing stating reasons why the premises will be closed and when the premises will reopen, i.e., renovations, vacations, natural disasters.

“SPECIAL”/ ONE-DAY LIQUOR LICENSES

A Special one-day license granted under M.G.L c. 138, §14 does not require the approval of the ABCC. As ABCC approval is not necessary, the local licensing authority may impose additional regulations/conditions with respect to these licenses. A one-day license to pour liquor at an indoor or outdoor activity or enterprise may be issued to the responsible manager.

No special license shall be granted to any person while his/her application for an annual or a seasonal license is pending before the local licensing authority. No person may be granted such licenses permitting sales on an aggregate of more than 30 days in a calendar year.

The number of persons on the licensed premises shall not exceed the occupancy limits allowed by law for the premises. The hours of sale and service shall not deviate from those permitted for retail liquor licenses. No alcoholic beverages may be sold, served or consumed on the licensed premises, or in adjacent premises such as parking or recreational areas, after the expiration time. The applicant, or other designated person will be responsible for the orderly conduct of the function/event for which the license is issued. Function related activities must not create an undue imposition upon any adjacent residences, the local licensing authority may require the applicant to notify abutters prior to the function.

Any individual or organization interested in acquiring a One-Day Only Liquor License to sell all alcoholic or wine and malt beverages must follow the following procedures:

- Fingerprinting of the responsible manager may be required through the Brewster Police Department, additional fees are associated with this process. Please allow additional time for processing.
- Complete an application and return to the Town Manager’s Office with the fee, at least 4 weeks prior to a Select Board meeting. Additionally, the local licensing authority may require a site plan of the proposed event and abutter notification may be required. If fingerprints are required, the applicant will be notified.
- The application will be submitted for review by various department heads who will provide feedback and recommendations to the local licensing authority.
- During the scheduled Select Board meeting, the application will be voted on for approval or denial. If approved the applicant will be notified and provided with a signed one-day liquor license for their proposed event. If denied, the applicant will be notified within 24 hours of the Select Board meeting of the decision.

Enforcement

The local licensing authority and any enforcement designees (Police Department, Fire Department, Building Inspector, Board of Health, or other duly authorized Town agents) may at any reasonable time make an investigation on its own initiative as to compliance with license requirements.

Terms, Licensing excerpts:

The following is excerpted from the Massachusetts General Laws, Chapter 138, Section 23 and is inserted here to emphasize a strict policy of the Board.

"Whenever, in the opinion of the local licensing authorities, any applicant for a license under Section 12, 14, 15 and 30A fails to establish to their satisfaction his compliance with the requirements in this chapter...said authorities may refuse to issue or reissue to such applicant any such license; and whenever in their opinion any holder of such a license fails to maintain compliance with this chapter or it appears...therein in violation of any provision of this chapter, they may, after hearing or opportunity therefore, modify, suspend, revoke or cancel such license, or may levy a fine in accordance with regulations which shall be promulgated by the alcoholic beverages control commission;..."

Suspension, Forfeiture of license hearing

The following is excerpted from the Massachusetts General Laws 138, Section 64 and is inserted here to emphasize a strict policy of the Board.

"The Licensing authorities after notice to the licensee and reasonable opportunity for him to be heard by them, may modify, suspend, revoke or cancel his licenses upon satisfactory proof that he has violated or permitted a violation of any condition thereof, or any law of the commonwealth... If the license is revoked, the licensee shall be disqualified to receive a license for one year after the expiration of the term of the license so revoked, and if he is the owner of the premises described in such revoked license, no license shall be issued to be exercised on said premises for the residue of the term thereof."

Appeal of Decisions

A licensee has five business days from receipt of the written decision to appeal to the ABCC a decision made by the Local Licensing Authority.

A licensee has thirty (30) calendar days from receipt of the written decision of the ABCC to appeal the decision to the Superior Court.

Approved by the Brewster Select Board:

Dave Whitney, Chair

Edward Chatelain, Vice Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cindy Bingham

POLICY NO: 2

DATE APPROVED: 6/8/87

AMENDED: 8/25/97

TOWN OF BREWSTER

LICENSING BOARD

RULES AND REGULATIONS

PURPOSE

The Licensing Board of the Town of Brewster will exert every effort to provide the residents and guests of the Town with establishments offering quality goods and services and will resist issuance of licenses to establishments with a consistant operation of poor quality goods and services. In furtherance of this purpose, the Board of Selectmen of the Town of Brewster adopts the following rules and regulations.

COMPLIANCE

Where the Town of Brewster Licensing Board Rules and Regulations conflict with the General Laws of the Commonwealth of Massachusetts, the General Laws shall prevail. The General Laws most frequently referred to herein relating to these Rules and Regulations are:

Chapter 138, Alcoholic Liquors

Chapter 140, Licenses

References to the General Laws are indicated herein by the letter "C" for the Chapter and by the letter "s" for the Section; i.e., C. 138/s 1.

COMPLIANCE WITH ALCOHOLIC BEVERAGES CONTROL COMMISSION RULES AND REGULATIONS

Where the Town of Brewster Licensing Board Rules and Regulations conflict with the Rules and Regulations of the Alcoholic Beverages Commission, the latter shall govern.

OMISSIONS AND WAIVERS

The omission of reference in part, or in its entirety, to any law, code, ordinance or regulation taking precedence over the Rules and Regulations set forth herein shall not constitute a waiver on the part of the Town to require the applicant to comply with the law, code, ordinance or regulations.

SECTION 12:

Licenses for Alcoholic Beverages to be Drunk on the Premises issued to Common Victuallers licensed under Chapter 140, Licenses, to conduct a restaurant, an innholder, to conduct a hotel

and a keeper of a tavern will be treated as a new application as outlined above and on the Applicant Check List. Action by the Board on renewal of annual licenses shall be made during the month of December.

Renewals for seasonal licenses under Section 12 and 15 shall be made automatically during the MONTH OF MARCH unless the application fails to meet the requirements of the Massachusetts General Laws or these regulations. Action by the Board on renewal of seasonal licenses shall be made after March 1, and shall terminate at the discretion of the Board, but not before June 1. Annual and Seasonal license holders wishing to reduce the period of service to meet the public need, i.e., twelve months of the year from January 1 to December 31 and from April 1 to November 30, respectively, shall submit a request in writing to the Licensing Board. Justification for the request shall be submitted therewith. The Licensing Board shall analyze each request on an individual basis and notify the licensee accordingly in writing.

Payment for renewed licenses must be made at the time the license is picked up by the licensee.

Seasonal License Extensions requests must be made in writing by the licensee, stating the reason for the extension request. If license extension is granted, the fee is \$175.00 and notification will be made to the ABCC.

Closing of Licensed Premises - The licensee's request must be in writing to the licensing authority, stating reasons why the premises will be closed and when the premises will reopen, i.e., renovations, vacations, natural disasters.

TERMS, LICENSING EXCERPTS

The following is excerpted from the Massachusetts General Laws, Chapter 138, Section 23 and is inserted here to emphasize a strict policy of the Board.

“Whenever, in the opinion of the local licensing authorities, any applicant for a license under Section 12, 14, 15 and 30A fails to establish to their satisfaction his compliance with the requirements in this chapter...said authorities may refuse to issue or reissue to such applicant any such license; and whenever in their opinion any holder of such a license fails to maintain such compliance or whenever it shall appear to them that the nature of the business...no longer satisfies the definition thereof contained in chapter, or that alcoholic beverages are being sold, served or drunk therein in violation of any provision of this Chapter, they may, after hearing or opportunity therefor modify, suspend, revoke, or cancel such license.”

the applicant resides...” and shall follow the description of the design under Regulation 51 of the ABCC Rules and Regulations in Full Force and Effect 1975.

SUSPENSION, FORFEITURE OF LICENSE HEARING

The following is excerpted from the Massachusetts General Laws 138, Section 64 and is inserted here to emphasize a strict policy of the Board.

“The Licensing authorities after notice to the licensee and reasonable opportunity for him to be heard by the Board, may modify, suspend, revoke or cancel his licenses upon satisfactory proof that he has violated or permitted a violation of any condition thereof, or law of the Commonwealth...if the license is revoked, the licensee shall be disqualified to receive a license for one year after the expiration of the term of the licenses revoked, and if he is the owner of the premises...no license shall be issued to be exercised on said premises for the residue of the term thereof.”

CLOSING HOURS

(Minutes of 9/25/84)

Please be advised that the closing hour for all liquor establishments in the Town of Brewster is 1:00 o'clock a.m. unless the license specifies an earlier closing time. No orders for alcoholic beverages shall be taken after 12:40 a.m., referred to as “Last Call” and all beverages must be cleared from the tables and service area no later than 1:00 a.m. and no person, employee or otherwise, shall remain on the premises after 2:00 a.m. COPY FROM REGULATIONS APPROVED BY BOARD is attached. The regulation is promulgated by the Brewster Licensing Board by provisions of Chapter 138, Section 12 of the General Laws of the Commonwealth of Massachusetts, and the Brewster Police Department is notified to enforce the closing hour. This regulation shall be in full force and effect from this date unless specifically waived in writing by said Licensing Board.

CHAPTER 138, SECTION 12 - SALE OF ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES - Common Victuallers (Restaurants), Innholders, Clubs, etc. - Hours during which sales of alcoholic beverages may be made by any licensee as aforesaid shall be fixed by the local licensing authority either generally or specifically for each license. No licensee shall be restricted in accordance with the terms of the license from making sales after 11:00 a.m. and before 11:00 p.m. Monday through Saturday or 12:00 noon Sunday, except where otherwise noted.

CHAPTER 138, SECTION 15 - SALE OF ALCOHOLIC BEVERAGES NOT TO BE DRUNK ON THE PREMISES - Package Good Stores - Any holder of a license under this section shall be permitted to make sales in accordance with the terms of their license at any time between 8:00 a.m. and 11:00 p.m. Monday through Saturday, except where otherwise noted.

MINIMUM HOURS OF OPERATION UNDER SECTION 12

Innholders Annual License - minimum hours of operation Saturday and Sunday from 12:00 noon to 7:00 p.m. December first through April first. The licensing authority must be notified in writing the exact hours the Inn will be in operation.

Common Victualler Annual Licensee - must remain open at least four (4) hours daily December first through April first. Upon renewal of license this Board must be notified in writing the exact hours the restaurant will be in operation.

MINIMUM HOURS OF OPERATION UNDER SECTION 15

Package Goods Store Annual License - 9:00 a.m. to 9:00 p.m. Monday through Saturday, unless otherwise noted.

ATTACHED DOCUMENTS

The following attached documents are hereby made part of these Rules and Regulations as if incorporated herein.:

Calendar of Holidays for Current year
Application Check List
ABCC Document
BLB Document

BREWSTER LICENSING BOARD

ONE-DAY ONLY LIQUOR LICENSE

Effective January 1, 1984

Any individual or organization interested in acquiring a One-Day Only Liquor License to sell all alcoholic or wine and malt beverages must follow the following procedures:

1. Fill out an application and return to the Selectmen's Office with the fee.
2. A completed list of "parties of interest" must accompany the application. Parties of interest shall mean petitioner, abutters, owners of land directly opposite on any public or private street or way, and must be certified by the Board of Assessors.
3. A public hearing date will be set and a legal advertisement will be placed in a local newspaper.
4. The petitioner must send out by certified mail a copy of the legal advertisement as it appeared in the local newspaper within three (3) days of publication to all those "parties of interest" listed, and the cost for both the certified mailings and legal advertisement are to be borne by the petitioner.
5. The legal hearing must be held prior to any function requesting a One-Day Only Liquor License.

CHANGE OF MANAGER - ALL ALCOHOLIC BEVERAGE LICENSED ESTABLISHMENTS

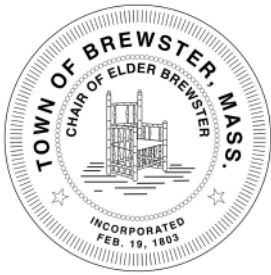
Effective December 1, 1984 all requests for CHANGE OF MANAGERS will be handled as follows:

1. Petition for Change of Manager (Form 997) must be completed in duplicate.
2. Petition filed by corporation shall be signed by some officer duly authorized by a vote certified by the clerk or secretary of the corporation, together with a copy of the certificate of its corporation. A copy of the vote appointing its manager or other principal representative, and a copy of the manager's birth certificate or proof of U. S. citizenry, shall also accompany the petition.

Filing fees: A certified check payable to the Commonwealth of Massachusetts, and a check payable to the Town of Brewster must accompany petition.

The Administrative Secretary will set up a hearing date when all requested information has been received.

The hearing date will be posted on the Selectmen's Agenda at least forty-eight (48) hours prior to the date and time of the scheduled meeting. The Board of Selectmen will review the petition for change at the designated meeting.



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

Office of:
Select Board
Town Manager

APPLICATION FOR LIQUOR LICENSE

Application must be submitted in addition to the ABCC application. There is a separate fee for a Town of Brewster Liquor License based on the type. Payment is required to process and is non-refundable once the license is approved. Following submission of a completed application the request will be scheduled for a public hearing during a Select Board meeting. Please allow 4-6 weeks for processing, submit to Town Manager's office or licenses@brewster-ma.gov.

Type of Liquor License (please choose all that apply):

- New License Transfer of License Change of Class Change of Category
 Other _____ Seasonal Annual
 §12 "Pouring License" (e.g., restaurants, hotels, clubs, taverns, general on-premises)
 §15 "Package Store License" (e.g. package stores, convenience stores)
 All alcoholic beverages Wine only Malt beverages Only Wine and malt beverages

Please note that Brewster has a certain number of licenses allowed by the ABCC.

Section 1: Applicant Information

Applicant's Name:
Applicant's Address:
Telephone # and Email Address:

Section 2: Business Information

Business Name and d/b/a (if applicable):
Business Address:
Business Mailing Address:
Proposed Hours of Operation:
Proposed Hours of Liquor Sales:

Description of premises:

Applicant must attach a site plan (map) of the property, detailing where liquor sales will occur.

Section 3: Additional Information:

Will there be any structural changes at the business address? Yes: _____ No: _____
*If yes, a building permit may be needed, please contact the building department for more information.

Will there be any entertainment provided at the business? Yes: _____ No: _____
*If yes, an Annual Entertainment or a One-day Entertainment License may be required, please contact the Town Manager office for more information.

Will there be any food service or tobacco sales? Yes: _____ No: _____
*If yes, contact the Health Department to obtain required permits.

If abutter notification is required, the applicant will be provided with the abutter notification letter and address list. The applicant must provide proof that notification was sent using certified mail. Abutter notification must be completed prior to the public hearing. Failure to do so will result in a delay in processing.

Liquor Licensing Conditions:

- Annual Liquor License holder establishments may not close for more than 30 consecutive days without Local Licensing Authority (LLA) approval.
- Applicant has reviewed the Alcoholic Beverages Control Commission Frequently Asked Questions.
- Renewals for Annual licenses will begin in November of each year and in March for Seasonal licenses. The license holder is responsible to submit all required paperwork and payment in a timely manner.
- Once issued the Liquor License shall run with the original applicant. If there is any change in property ownership, management, hours of sales, or type of liquor license, a new application must be submitted.
- Liquor Licenses, when issued, come with the understanding that the LLA (the Select Board) has the authority to call a hearing to review the status of the license upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, noise concerns, or
 - Any other unforeseen concerns that are raised that warrant attention, or
 - Any issue, concern, and/or violation raised by Town officials, or
 - Any notification from the ABCC of violations.
- The LLA has full authority to condition, amend or revoke the Liquor License
- Signature on the application attests that the applicant understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.
- Manager of record must submit to fingerprinting through the Brewster Police Department.

Fingerprinting Requirement:

In the fall of 2021, the Town of Brewster passed a bylaw requiring civil fingerprinting for the State and National criminal history screening of applicants for the following municipal licenses: Alcoholic Beverages License (Manager), Hawker & Peddler, and Ice Cream Truck Vendor.

Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at (508) 896-7011 x2101 or cmawn@brewster-ma.gov to schedule an appointment.

Payment of Fingerprinting Fees:

Fingerprinting fees include Federal, State and Local fees. Before being fingerprinted, all licensing applicants must pay the statutory fingerprinting fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts". In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

The applicant must also pay the municipal fingerprint fee of seventy dollars (\$70.00) by check submitted to the Brewster Police Department.

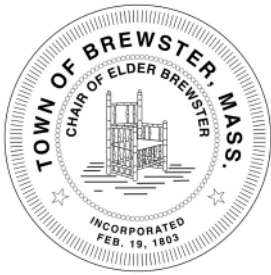
*The Board of Selectman will not approved any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the State and National criminal history information has been received. This will take a minimum of 2 weeks.

Applicant Signature: _____ Date: _____

Internal Use Only:

Application Received: _____ Fingerprint Results Received: _____ Public Hearing Date: _____ Dept. Review: _____

Abutter Notification: _____ LLA Decision: _____ ABCC Submission Date: _____ ABCC Decision: _____



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

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner:
Applicant's Address:
Telephone # and Email Address:

Section 2: Event Information

Type of Event:
Location of Event:
Date of Event & Proposed Times:
Type of Liquor to be served (beer, wine, both, etc.):
Number of attendees anticipated:

Section 3: Server Information:

Server name, address, and phone #:
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes ___ No ___ *If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *

Section 4: Additional Information:

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

Applicant Signature: _____ Date: _____

Please note in the fall of 2012 the Town of Brewster passed a bylaw requiring civil fingerprinting for the state and national criminal history screening of applicants for the following municipal licenses:

Alcoholic Beverages License (Manager)
Hawker & Peddler
Ice Cream Truck Vendor

All holders of the above listed licenses must be fingerprinted. Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at 508-896-7011 x 2102 or by email at cmawn@brewster-ma.gov to schedule an appointment.

Lt. Mawn

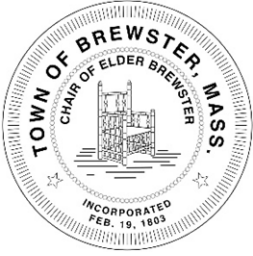
Date

Payment of Fingerprinting Fees:

Fingerprinting fees include federal, state and local fees. Before being fingerprinted, all licensing applications must pay the statutory fingerprint fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts". In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

Licensing applicants may pay the municipal fingerprint fee of seventy dollars (\$70.00) by check.

*The Board of Selectmen will not approve any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the state and national criminal history information have been received. This will take a minimum of 2 weeks.



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

Office of:
 Select Board
 Town Manager

APPLICATION FOR ANNUAL ENTERTAINMENT LICENSE

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

Section 1: Applicant Information

TYPE: New Renewal

Name of Business/Corporation:
Name of Business Owner:
Business Address (location of entertainment):
Mailing Address if different:
Telephone # and Email Address:

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

- Dancing by patrons Live music Theatrical exhibitions/Play
 Dancing by live performers Amplified music Disc Jockey
 Karaoke Radio/Television Coin operated Games
 Juke Box Recorded Music Pool/Billiards
 Other (please explain):

Section 3: Proposed Days and Hours of Entertainment

- Mondays: Start time: _____ End time: _____
 Tuesdays: Start time: _____ End time: _____
 Wednesdays: Start time: _____ End time: _____
 Thursdays: Start time: _____ End time: _____
 Fridays: Start time: _____ End time: _____
 Saturdays: Start time: _____ End time: _____

Sundays: Start time: _____ End time: _____

Section 4: Location of Entertainment: _____ Indoors _____ Outdoors

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

Section 5: Detailed Description of Proposed Entertainment

Section 6: Previous or Current Violations

In the past year, has the applicant or business been notified of any violations? _____ Yes _____ No
If yes, please state the reason for the violation and the current status:

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

Applicant Signature: _____ Date: _____

INSTRUCTIONS FOR AN ENTERTAINMENT LICENSE

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

ENTERTAINMENT LICENSE FEES

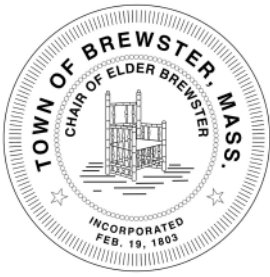
One-Day Entertainment License	\$35 per event
Weekday License (Monday- Saturday)	\$250 per year
Sunday License*	\$50 after 1:00pm
	\$100 prior to 1:00pm
Coin Operated Amusement	\$30 per device

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

LOCAL LICENSING AUTHORITY- BREWSTER SELECT BOARD

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

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



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

Office of:
 Select Board
 Town Manager

Application Fee: \$35.00

**APPLICATION FOR
 ONE-DAY ENTERTAINMENT LICENSE**

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

Section 1: Applicant Information

Applicant’s Name:
Applicant’s Address:
Telephone # and Email Address:

Section 2: Event Information

Type of Event:
Location of Event:
Date of Event & Proposed Times:
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):
Will entertainment be performed indoors or outdoors:

Section 3: Additional Information:

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

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

Applicant Signature: _____ Date: _____



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

Office of:
 Select Board
 Town Manager

Application Fees: \$50

**APPLICATION FOR
 COMMON VICTUALLER LICENSE**

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review.

Submit to Town Manager's office or licenses@brewster-ma.gov

Section 1: Applicant Information

Applicant's Name:
Applicant's Address:
Telephone # and Email Address:

Section 2: Business Information

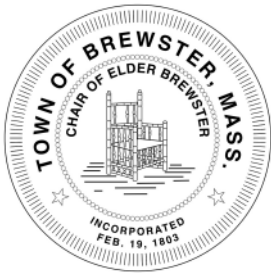
Name of Establishment:	
Address of Business:	
Name of Business Manager and Phone #:	
Hours of Operation	Seating Capacity:
Description of Business and Purpose:	

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

Please submit the following with your application:

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

Applicant Signature: _____ Date: _____



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

Application Fees: \$50

**APPLICATION FOR
INN HOLDER/LODGING HOUSE LICENSE**

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

Section 1: Applicant Information

Applicant's Name:
Applicant's Address:
Telephone # and Email Address:

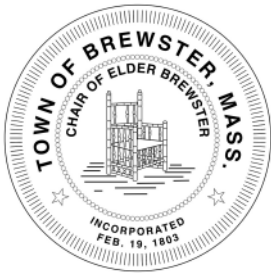
Section 2: Business Information

Name of Business and Federal ID #:
Address of Business:
Description and Purpose of Building Use:
Number of Rooms: _____ Occupancy at Capacity: _____

Please submit the following with your application:

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

Applicant Signature: _____ Date: _____



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Brewster, MA 02631
Phone: (508) 896-3701
Website: www.brewster-ma.gov

Office of:
Select Board
Town Manager

Application Fees:
Daily: \$50.00
Annual: \$100.00

**APPLICATION FOR
HAWKER & PEDDLER LICENSE**

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

Section 1: Applicant Information

Type: Daily **Annual**

Applicant's Name:
Applicant's Address:
Telephone # and Email Address:

Section 2: Business Information

Name of Business and SS# or Federal ID #:
Address of Business:
Name of Business Manager & Phone Number:
Proposed Location of Business in Town:
Dates and Hours of Activity/Operation:
List all specific items for sale and the estimated quantity maintained on the premises:

Applicants must submit to fingerprinting through the Brewster Police Department, the Select Board will not approve any application until the results of the fingerprints have been received. This will take a minimum of two weeks. All payments for fingerprinting will be collected through the Brewster Police Department.

By signing this application, you agree and understand this permit will be issued in accordance with Mass. General Law Chapter 101, Section 5.

Applicant Signature: _____ Date: _____

Please note in the fall of 2012 the Town of Brewster passed a bylaw requiring civil fingerprinting for the state and national criminal history screening of applicants for the following municipal licenses:

Alcoholic Beverages License (Manager)
Hawker & Peddler
Ice Cream Truck Vendor

All holders of the above listed licenses must be fingerprinted. Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at 508-896-7011 x 2102 or by email at cmawn@brewster-ma.gov to schedule an appointment.

Lt. Mawn

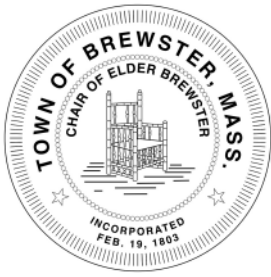
Date

Payment of Fingerprinting Fees:

Fingerprinting fees include federal, state and local fees. Before being fingerprinted, all licensing applications must pay the statutory fingerprint fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts". In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

Licensing applicants may pay the municipal fingerprint fee of seventy dollars (\$70.00) by check.

*The Board of Selectmen will not approve any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the state and national criminal history information have been received. This will take a minimum of 2 weeks.



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

Office of:
Select Board
Town Manager

Application Fee: \$75.00

**APPLICATION FOR
LIVERY/ CLASS II LICENSE**

Application must be submitted at least 4 weeks prior to the date of the event. Following submission of a completed application and payment, the request will be placed on a Select Board meeting agenda for review.

Submit to Town Administration office or licenses@brewster-ma.gov.

Section 1: Applicant Information

Applicant's Name:
Applicant's Address:
Telephone # and Email Address:

Section 2: Business Information

Name of Business:
Place of Business:
Description of Vehicle(s): <i>Please include the VIN numbers and number of seats exclusive of the operator</i>
1. _____ —
2. _____ —
3. _____ —
4. _____ —
5. _____ —

List of all drivers and their MA License #:

1.	_____
-	
2.	_____
-	
3.	_____
-	
4.	_____
-	
5.	_____
-	

The following must accompany this application:

- A current list of rates for running the service.
- Proof of insurance with the following amounts:
 - \$500,000-\$1,000,000 Bodily Injury
 - \$100,000 Property Damage
- Check made payable to the Town of Brewster for \$75.00

By signing this application, you agree and understand Select Board Policy #1: The Rules and Regulations of Taxi Cabs and the Operation Thereof

Applicant Signature: _____ Date: _____



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

Office of:
 Select Board
 Town Manager

SPECIAL EVENT APPLICATION

Application must be submitted ***at least four (4) weeks prior*** to the date of the event. Please submit to Town Manager's office or licenses@brewster-ma.gov

Applications for 5+ events per year, must receive a Special Permit from the Zoning Board of Appeals and must contact the Planning Department to facilitate the process.

APPLICANT INFORMATION

Applicant Name: _____ Phone #: _____
 Applicant Address: _____
 Business Name: _____ Email: _____

EVENT INFORMATION

Type of Event: _____
 Location of Event (if different from applicant address): _____
 Date and Hours requested of proposed event: Date: _____ Times: _____
 Maximum # of guests anticipated: _____ Estimated # of vehicles at one time: _____
 Is this event open to the public: Yes _____ No _____?

ADDITIONAL DETAILS

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

Will alcoholic drinks be offered/served at the event? Yes _____ No _____
 If yes, applicant must obtain a one-day liquor license from the Select Board.

Will entertainment be provided at the event (amplified/acoustic/live)? Yes _____ No _____
 If yes, applicant must obtain a one-day entertainment license from the Select Board.

Will any temporary structures be erected (platforms, scaffolds, tents, pavilions, etc.)? Yes _____ No _____
 If yes, applicant must apply for a permit with the Building Dept.

*For applications submitted to the Select Board (Special Event, Liquor and Entertainment) licenses can be obtained at the same Select Board meeting.

SUBMIT WITH APPLICATION:

- Provide a brief description of the proposed event(s) on the reverse side of this application or on a separate sheet of paper.
- Provide a scaled site plan indicating property boundary, existing building location(s), driveway, proposed parking, location of event activity and location of portable sanitary facilities if applicable.
- Applicant is responsible to notify direct abutters and properties directly across the street via regular mail, using the abutter notification form available through the Assessing Department.

Licensed Special Event Conditions:

- Special Event Licensing shall run with the original applicant. If there is any change in property ownership or applicant, then a new application shall be submitted.
- Special Event Licensing, when issued, comes with the understanding that the Select Board has the option to call a hearing to review a Special Event License upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, or
 - Any other unforeseen concerns that are raised that warrant attention
 - Notification of violations of the terms of the Special Event License, the Select Board has full rights to amend or revoke the original Special Event License.
- The Select Board has full authority to condition the Special Event License.
- Signature on the application attest that the application understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.

A property, not specifically designed or permitted to be used for infrequent events occurring within a twenty-four-hour period such as, but not limited to, art or theatrical exhibitions, concerts, dinners, parties, and weddings, to be attended by the public, including properties not expressly permitted to be rented for such occasions. Applications for five or fewer events per year must receive a license from the Select Board. Applications greater than five events per year must receive a Special Permit from the Board of Appeals; provided, however, that such venue has first received a license from the Select Board for such event. Special Permits for Special Event Venue Uses shall be renewed annually [Added 5-6-2013 ATM, Art. 23; amended 11-13-2017 FYTM, Art. 13; 12-3-2018 FYTM, Art. 11]

Applicant Signature: _____ Date: _____



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

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

BREWSTER SELECT BOARD POLICY #45

Date Adopted: 12/16/13
Amended: 06/10/22
Amended: [insert date]

PUBLIC MEETING PARTICIPATION BY REMOTE TECHNOLOGY POLICY

A. PURPOSE

1. The Massachusetts Attorney General's Regulations, 940 CMR 29.10, permit remote participation by public body members in certain circumstances. This policy defines how the Town of Brewster will utilize remote meeting participation by public bodies.
2. The Town will strive to provide opportunities for both in-person and remote participation at board and committee meetings to the greatest extent practicable.

B. MINIMUM REQUIREMENTS FOR REMOTE PARTICIPATION

1. Brewster has adopted the provisions of 940 CMR 29.10(2), so a member of a public body shall be permitted to participate remotely in a meeting, in accordance with the procedures described in 940 CMR 29.10(7), if the chair or, in the chair's **absence** the person chairing the meeting, determines that the member's physical attendance would be unreasonably difficult.
2. The chair shall be responsible for ensuring that a quorum is physically present at the meeting location. Members **should select a chair who expects to be able to be physically present at most meetings.**
3. Members of a public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other.
4. A quorum of the body, including the chair or, in the chair's **absence** the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c. 30A, sec. 20(d).
5. Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 39, sec. **23(d).**

6. The All Citizens Access Committee shall be exempt from these provisions.

C. FREQUENCY OF REMOTE MEETING PARTICIPATION

1. Individual members of any public body shall be permitted to participate remotely in meetings but must be physically present for at least 50% of meetings of that public body in a given fiscal year.
2. **Members** of regulatory boards (**Select Board**, Planning Board, Zoning Board of Appeals, Board of Health, Conservation Commission, and Historic District Commission) must be physically present for at least 75% of meetings of that public body in a given fiscal year.

D. TECHNOLOGY

1. Remote participants shall use **Town** video conferencing media (**e.g.**, Zoom).
2. When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.
3. The chair or, in the chair's **absence** the person chairing the meeting, **will determine** how to address technical difficulties that arise as a result of utilizing remote participation, but is encouraged **whenever possible** to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location.
4. **If** technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred shall be noted in the meeting minutes.
5. **All board and committee meetings will be broadcast on BGTV Channel 18 and/or livestreamed on the Town website to the greatest extent practicable, and video recordings will be available.**

E. REMOTE PARTICIPATION PROCEDURES

1. **As a courtesy, a member needing to participate remotely in a meeting should notify the chair, or the person chairing the meeting, as soon as possible.**
2. At the start of the meeting, the chair shall announce the name of any member who will be participating remotely. This information shall also be recorded in the meeting minutes.
3. All votes taken during any meeting in which a member participates remotely shall be by roll call.

4. A member participating remotely may participate in an executive **session but** shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.
5. When feasible, **the chair, or in the chair's absence** the person chairing the meeting, shall distribute to remote **participants in** advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the **meeting and** shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, sec. 22.

Approved by the Brewster Select Board on

David Whitney, Chair

Ned Chatelain, Vice Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cindy Bingham

For Your Information (FYIs)

1. Cape Cod Chamber of Commerce Information on a Possible Cape Cod Tourism Destination Marketing District
2. FY2023 Income Limits Summary
3. FY21 Brewster Community Development Block Grant Program Monthly Update
4. Committee Resignations
5. Committee/Board/Commission Re-appointments

Archived: Friday, June 2, 2023 3:14:58 PM
From: [Paul Niedzwiecki, Cape Cod Chamber of Commerce](#)
Mail received time: Wed, 24 May 2023 14:08:56
Sent: Wednesday, May 24, 2023 10:08:56 AM
To: [Peter Lombardi](#)
Subject: Cape Cod TDMD: Thank You and What's Next
Importance: Normal
Sensitivity: None

[View as Webpage](#)



Thank you for providing the Cape Cod Chamber of Commerce with the opportunity to present information on a possible Cape Cod Tourism Destination Marketing District (TDMD). Attached for your reference is a [slide deck](#) with presentation highlights. You can also read more about the state legislation for TDMDs [here](#).



Why is the Chamber presenting this opportunity?

As the Destination Marketing Organization (DMO) and Regional Tourism Council (RTC) for Cape Cod, the Cape Cod Chamber is continually seeking out new tools and strategies to market our region to visitors and strengthen the Cape's local year-round economy. The Chamber sees a Cape Cod TDMD as a promising option to:

- *** Grow our region's economy** during the less-traveled shoulder seasons
- *** Help secure the summer season economy** that so many of our local businesses and workforce rely on
- *** Give our region a reliable, sustainable source of funding** to market the region competitively
- *** Weather external economic forces**, like continuously changing state budgets and tourism market trends
- *** Address some of the most pressing issues our communities**

face – including the need for housing and year-round job opportunities

- * **Provide direct benefits to the hotel, motel, and B&B businesses that participate** in the TDMD

How could a TDMD specifically benefit towns? Would a TDMD compete with opportunities to increase the balance of the Cape Cod & Islands Water Protection Fund (CCIWPF)?

A Cape Cod TDMD has potential to grow the local economy in a way that other excise and surtaxes do not. This growth, in turn, pays dividends that support regional community development and infrastructure needs. For example:

- * Increasing shoulder season lodging volume through a TDMD would result, subsequently, in **more funding to the CC&I Water Protection Fund.**
- * TDMD-generated growth in the commercial tax base will help **offset the growing burden on residential taxpayers** to fund community development needs.
- * A TDMD allows for **regional-scale investment** in workforce housing, local events, and other community development initiatives – without impacting town budgets.
- * Unlike an increase in the WPF surcharge, the formation of a TDMD jurisdiction is authorized at the Select Board level and **does not require Town Meeting approval.**
- * Our **local hotels and motels WANT the option to self-assess** and allocate TDMD funds to directly benefit their businesses.
- * Formation of a TDMD would only apply to hotels, motels, and bed & breakfast businesses. This means a Cape Cod TDMD **would not preclude future increases to short-term rental surcharges/excise.**

What's Next?

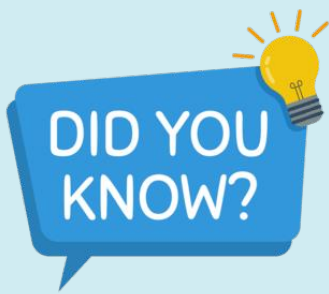
We look forward to continuing the conversation on a possible Cape Cod TDMD with local hotels, motels, and B&B businesses. We will also be reaching out to the Cape Cod Municipal Leaders group to solicit their feedback on the proposed TDMD and district plan.

We appreciate you taking the time to meet with us and welcome your questions and continued feedback around this opportunity. Please do not hesitate to reach out to me directly if I can provide any additional information as we move forward with the formation of a TDMD for Cape Cod.

Sincerely,



Paul Niedzwiecki, CEO
Cape Cod Chamber of Commerce



- * Massachusetts' annual state investment in tourism lags far behind other states in the country at **just \$10 million per year for the entire state.**
- * Among New England states, **Massachusetts ranks second lowest** for annual investment in travel and tourism.
- * Meanwhile, we are seeing a widespread recovery in international travel and many other domestic **destinations are routinely outspending us** in their marketing efforts.
- * To remain competitive as a summer tourism destination and move toward a more year-round economy, additional resources are needed to market and promote Cape Cod.

Connect with Us



Cape Cod Chamber of Commerce | 5 Patti Page Way, Centerville, MA 02632

[Unsubscribe plombardi@brewster-ma.gov](mailto:unsubscribe_plombardi@brewster-ma.gov)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by paul@capecodchamber.org powered by



Try email marketing for free today!



FY 2023 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](https://www.hud.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$124,300	Very Low (50%) Income Limits (\$) Click for More Detail	40,300	46,050	51,800	57,550	62,200	66,800	71,400	76,000
		Extremely Low Income Limits (\$)* Click for More Detail	24,200	27,650	31,100	34,550	37,350	40,280	45,420	50,560
		Low (80%) Income Limits (\$) Click for More Detail	64,450	73,650	82,850	92,050	99,450	106,800	114,150	121,550

NOTE: **Brewster town** is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the Barnstable Town, MA MSA.

The **Barnstable Town, MA MSA** contains the following areas: Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2022 Median Family Income and Income Limits for Barnstable Town, MA MSA

Select a different county or county equivalent in Massachusetts:

Bourne town ▲
Boxborough town ■
Boxford town
Boylston town
Braintree Town city
Brewster town ▼

Select county or county equivalent

Select any FY2023 HUD Metropolitan FMR Area's Income Limits:

Barnstable Town, MA MSA ▼
Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL for Bookmarking or Emailing

Prepared by the [Program Parameters and Research Division](#), HUD.



TO: Donna Kalinick, Jill Scalise, Town of Brewster
FROM: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.
DATE: June 1, 2023
RE: FY21 Brewster CDBG Program Monthly Update

Administration:

The administration of the grant continues to go well, with funds moving steadily and DHCD reports submitted on time with positive feedback.

We were alerted by program staff on May 30th that DHCD has transitioned to the Executive Office of Housing & Livable Communities (EOHLC), based on Governor Healy's initiative to establish a stand-alone secretariat focused on housing. There are no immediate changes to points of contact, and all existing contracts remain valid. EOHLC has a new Secretary, Ed Augustus, starting June 1st. We don't expect significant change at the program level but will certainly keep you updated with any relevant news.

Housing Rehabilitation:

We're continuing our steady progress in the Housing Rehab program. Currently, there are 15 projects approved and in all stages of the process. 7 homes are complete and 4 are under construction, 4 in pre-construction. Additionally, there are 7 applications awaiting review.

One of the current projects out to bid for a general contractor will almost certainly require a single case waiver- formal approval from EOHLC to spend more than the maximum allowed per project. These are not common and are only approved after close evaluation from the Grant Administrator and EOHLC program staff. Extenuating circumstances- often a large amount of lead paint in addition to other critical repairs, or unforeseen complications to a project already in progress- are granted approval. Until TRI have this project further along, they will be waiting to approve new projects to ensure that the program budget can accommodate them.

Finally, TRI is thrilled to have two new General Contractors joining their pool of qualified bidders. With contractors in high demand, their pool has gotten smaller over the last year, so adding additional bidders will strengthen the program & make progress more efficient.

Childcare Subsidy Program:

The Childcare Subsidy Program continues to progress well, and as summer approaches we're being contacted by new families in need of assistance during the busy tourist season. We've had 26 applications to date, of which 18 have been approved. 27 children are currently utilizing funds (or about to begin when school ends). We're 71% encumbered for the year and looking forward to the coming months.

To: Sharon Tennstedt

CC: Elton Cutler

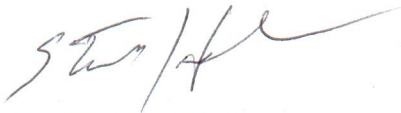
May 17, 2023

Due to circumstances beyond my control, I can no longer reliably attend future Board Meetings.

I therefore tender my resignation to the Board.

It has been a wonderful experience and a privilege to serve for the past five years.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Holmes", with a long, sweeping horizontal stroke extending to the right.

Stephen Holmes

Jonathan O'Neil

5/29/2023

PO Box 1035

Brewster, Ma 02631

Jonathanoneil99@gmail.com

Health and Human Service Committee

Brewster ,MA

Dear Members,

This letter represents my official notice of resignation from my position at Health and Human Service Committee be made on 5/30/2023. I have moved to Harwich.

It's been a great pleasure to work alongside the Committee Members and appreciate the experience and knowledge I gained during my time here.

Sincerely,



Jonathan O'Neil

BREWSTER TOWN CLERK
'23 JUN 1 4:11PM



Town of Brewster

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

Office of:
Select Board
Town Manager

Memo

To: Brewster Select Board
From: Erika Mawn, Executive Assistant
Date: June 1, 2023
Re: Re-Appointments to Boards and Committees

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

At the Select Board meeting on June 26, 2023, re-appointments will be placed on the consent agenda for approval. For those members that did not wish to be re-appointed, a vacancy will be added to the website.

Member Re-appointments

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

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

Select Board

Committee / Board	Member	Term
Audit Committee	David Whitney	3-year term
Water Quality Review Committee	Ned Chatelain	1-year term

Employee Re-appointments

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

Vacancies

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