



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
May 8, 2023 at 5:45 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=WHM2V3hrVklhSTloWWhVU09kanUzQT09>

Passcode: 509224

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

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by accessing the meeting remotely, as noted above. Additionally, the meeting will be broadcast live, in real time, via **Live broadcast** (Brewster Government TV Channel 18), **Livestream** (livestream.brewster-ma.gov), 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 & Police Patrol Officers Union)
- 6:00 PM – Anticipated Start Time for Open Session
6. Vote on Updated FY24-26 Police Patrol Officers Union Contract
 7. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. Under the Open Meeting Law, the Select Board is unable to reply but may add items presented to a future agenda.
 8. Select Board Announcements and Liaison Reports
 9. Town Manager's Report (pages 3-57)
 10. Consent Agenda (pages 58-85)
 - a. Facility Use Applications and Fee Waiver Requests (Drummer Boy Park): Beyond the Bounds, Movement Arts Cape Cod and Friends of Brewster Dog Park Inc.
 - b. Temporary Sign Permit Fee Waiver Request: Garden Club of Brewster
 - c. Approval and Signature of Discharge of Mortgage for Habitat for Humanity of Cape Cod Paul Hush Way Phase Two
 - d. Cell Tower Modification Request: SBA Communications Corp
 - e. Fee Waiver Request: Town Hall Window Project Building Permit Fee
 - f. Acceptance of Gifts: Friends of Brewster Dog Park
 11. Discuss and Vote to Add Part-time Energy Manager Position to Personnel Bylaw (pages 86-95)
 12. Discuss and Vote to Add Junior Lifeguard Position to FY23-24 Fixed Rate and Wage Scale (pages 96-99)
 13. 6:15pm Public Hearing – Seasonal All Alcohol Liquor License Application: Guapo's Taco Shack, LLC- 239 Underpass Road (pages 100-142)



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Erika Mawn

14. Discuss and Vote on Common Victualler Application: Guapo's Taco Shack, LLC- 239 Underpass Road (pages 143-162)
15. Update from District Attorney Galibois
16. Cape Cod Commission 2022 Year in Review Update - Kristy Senatori, Cape Cod Commission Executive Director
17. Update on Dog Park - Carmen Scherzo, President of Friends of Brewster Dog Park & Griffin Ryder, DPW Director (pages 163-169)
18. Discuss and Vote on Proposed 2023 Razor Clam Regulations - Ryan Burch, Natural Resources Officer (pages 170-178)
19. Discuss and Vote on Select Board Policy Updates (#4 & #22)(pages 179-187)
20. Review and Vote on Draft Letter to Nauset Regional School Committee Seeking to Amend Regional School Agreement (pages 188-202)
21. FYIs (pages 203-222)
22. Matters Not Reasonably Anticipated by the Chair
23. Questions from the Media
24. Next Meetings: May 22 and June 5, 2023
25. Adjournment

Date Posted:
05/04/2023

Date Revised:

Received by Town Clerk:

BREWSTER TOWN CLERK

123 MAY 3 157 PM



Low-lying Roads: Brewster

Project funded by the
Municipal Vulnerability
Preparedness Program

Purpose and Objectives of Public Meeting

- **Overview of Low-lying Roads Project**
- **Review adaptation alternatives for priority low-lying roads**
- **Discuss advantages and disadvantages of green, gray, and hybrid alternatives**

Agenda

- Project Overview
- Presentation of conceptual design alternatives
 - Route 6A at Betty's Curve
 - Lower Road
 - Route 6A at Quivett Creek
- Questions, comments, and discussion
- Next Steps

Low Lying Roads

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10

TOWNS

Barnstable	Orleans
Bourne	Sandwich
Brewster	Truro
Dennis	Wellfleet
Eastham	Yarmouth



Flooding vulnerability assessment of low-lying roads and transportation infrastructure



Support municipal road segment prioritization



Identify range of potential design solutions, costs

Work performed by Cape Cod Commission and Woods Hole Group

PROJECT TIMELINE



Additional Context & Information

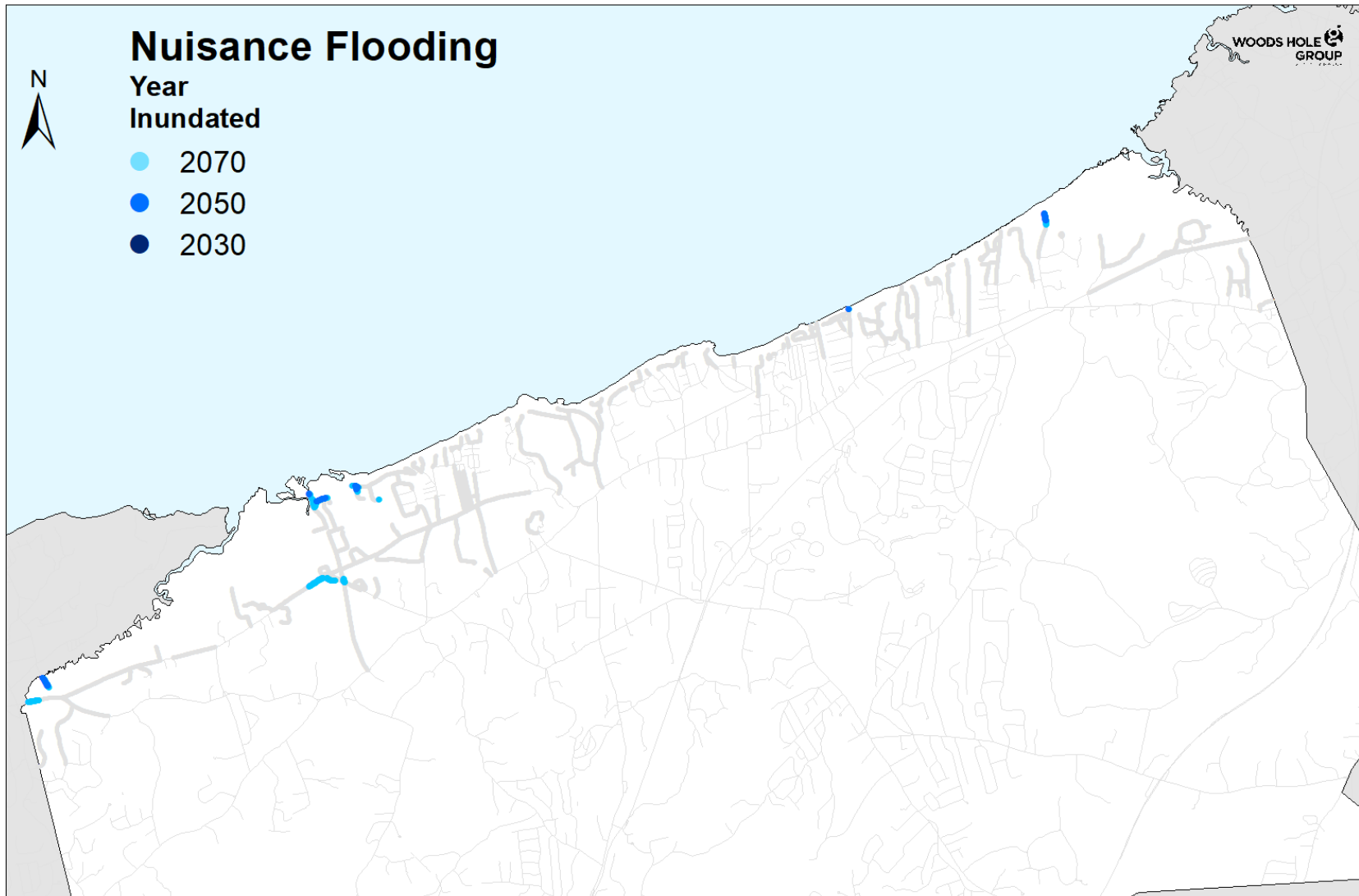
- **Detailed information on webpages:**

<https://www.capecodcommission.org/our-work/low-lying-roads-project/>

- **Clarifying questions**
- **Format for meeting**



Low Lying Roads Nuisance Flooding (Brewster)



Road Miles 2030

0.0/24.8

Road Miles 2050

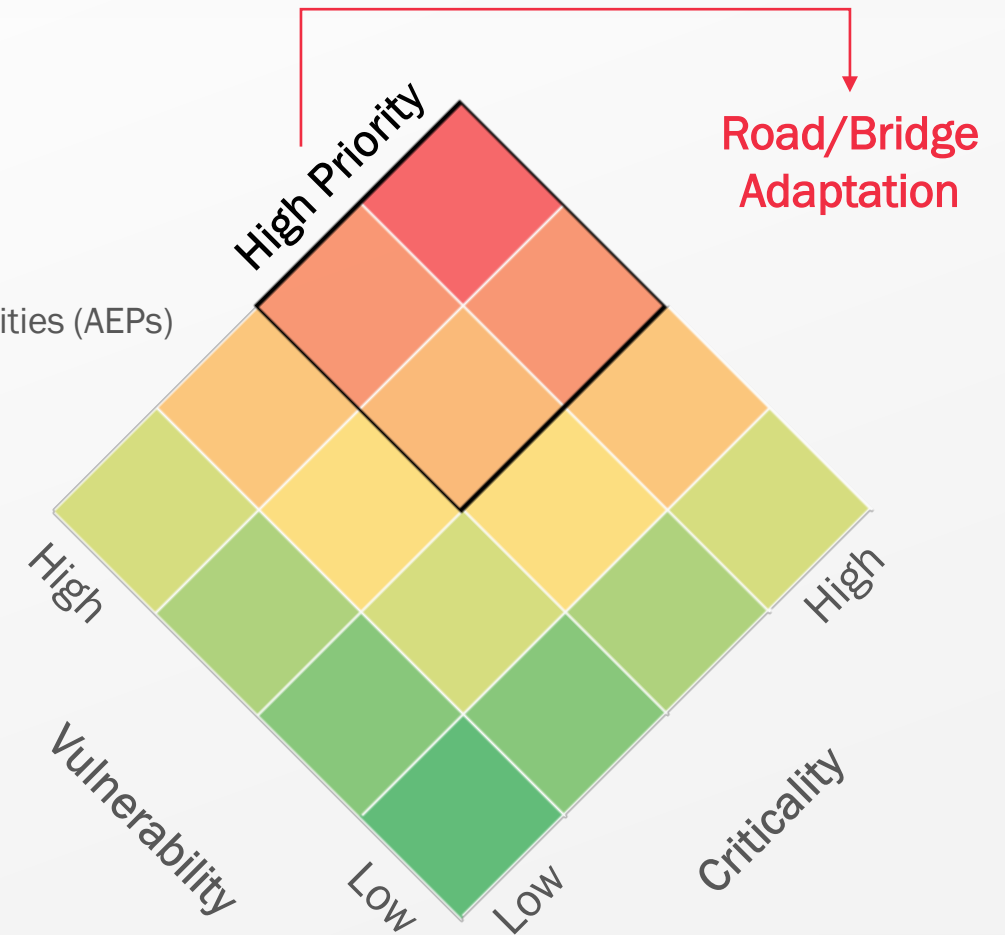
0.2/24.8

Road Miles 2070

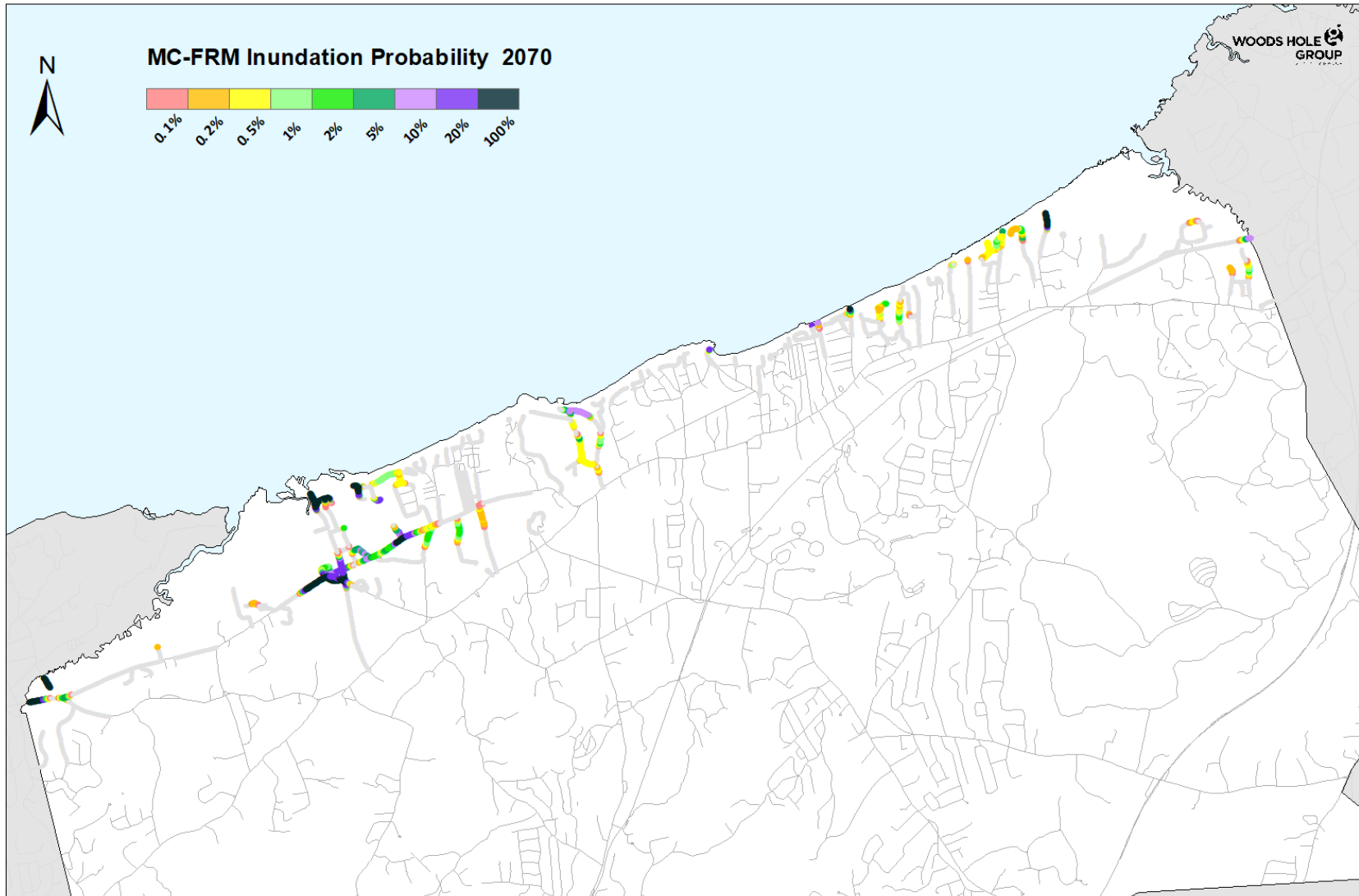
0.6/24.8

Cape Cod Low Lying Roads Risk Assessment Approach

1. Extract roadway/bridge critical elevations (CEs)
 - › From LiDAR at 20m interval along surface
2. Compile 2030/2050/2070 MC-FRM water surface elevations (WSEs)
 - › 0.1%, 0.2%, 0.5%, 1%, 2%, 5%, 10%, 20%, 100% Annual Exceedance Probabilities (AEPs)
3. Compare CE to WSEs to determine vulnerability
 - › Highest probability WSE exceeding CE
4. Score road segment criticality
 - › Usage/Network Function
 - › Economy
 - › Vulnerable Populations
 - › Community and Emergency Services
5. $\text{Probability} * \text{Criticality} = \text{Risk}$
6. Prioritize high-risk road segments for community consideration

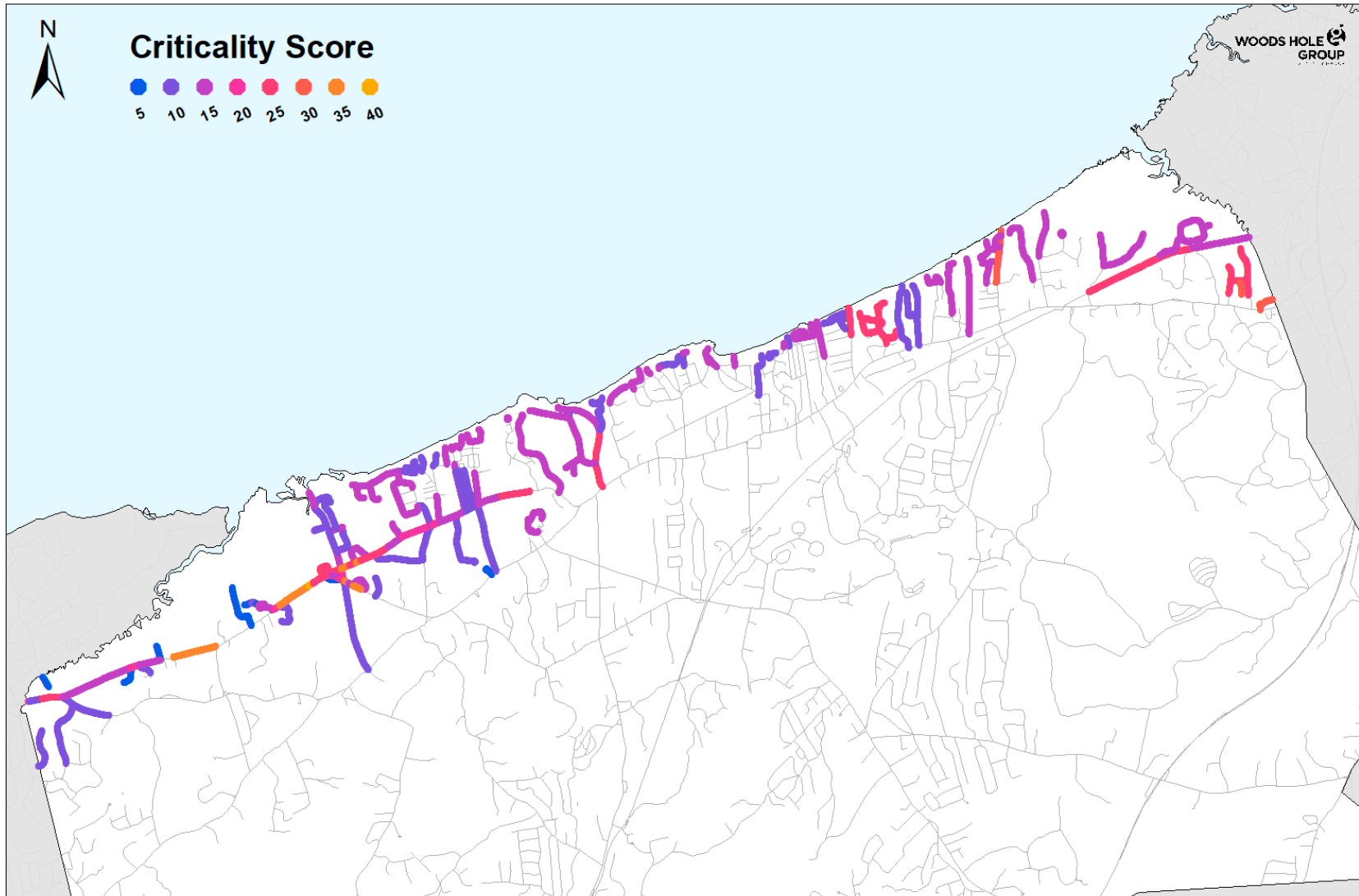


Low Lying Roads 2070 Inundation Probability (Brewster)

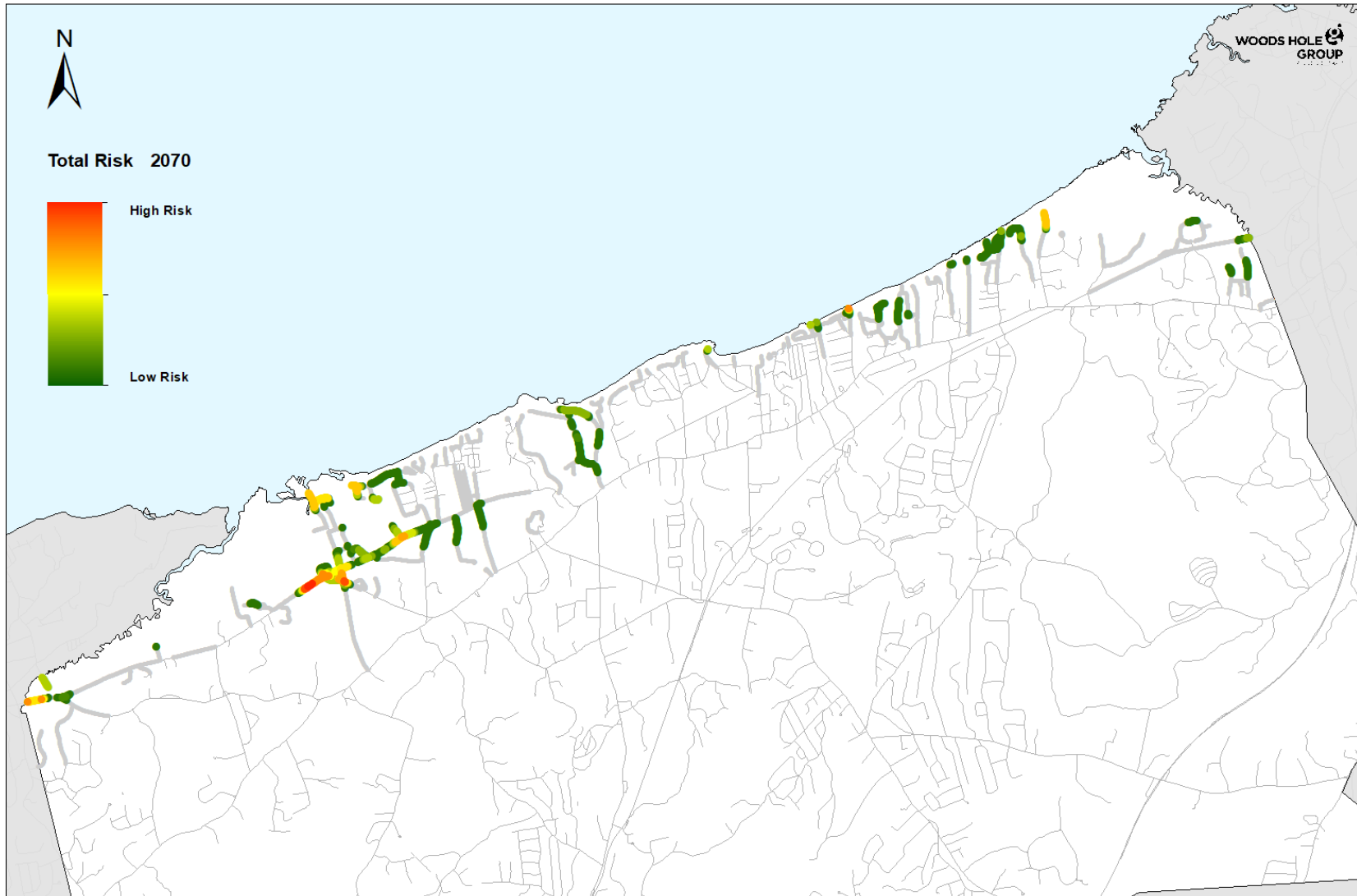


	%	Road miles
	0.1	5.6
	0.2	5.3
	0.5	4.6
	1	3.5
	2	2.9
	5	2.3
	10	2.1
	20	1.7
	100	1.0

Low Lying Roads Criticality Scoring (Brewster)



Low Lying Roads 2070 Risk Results (Brewster)



High Risk Road Segments

Route 6A (Stony Brook)*

Crosby Lane

Route 6A (Quivett Creek)*

Robbins Hill and Warrens Road

Lower Road and Paines Creek Road

Lower Road

Cedar Hill and Paines Creek Road

Breakwater Road

Summary of High Priority Road Segments (Brewster)

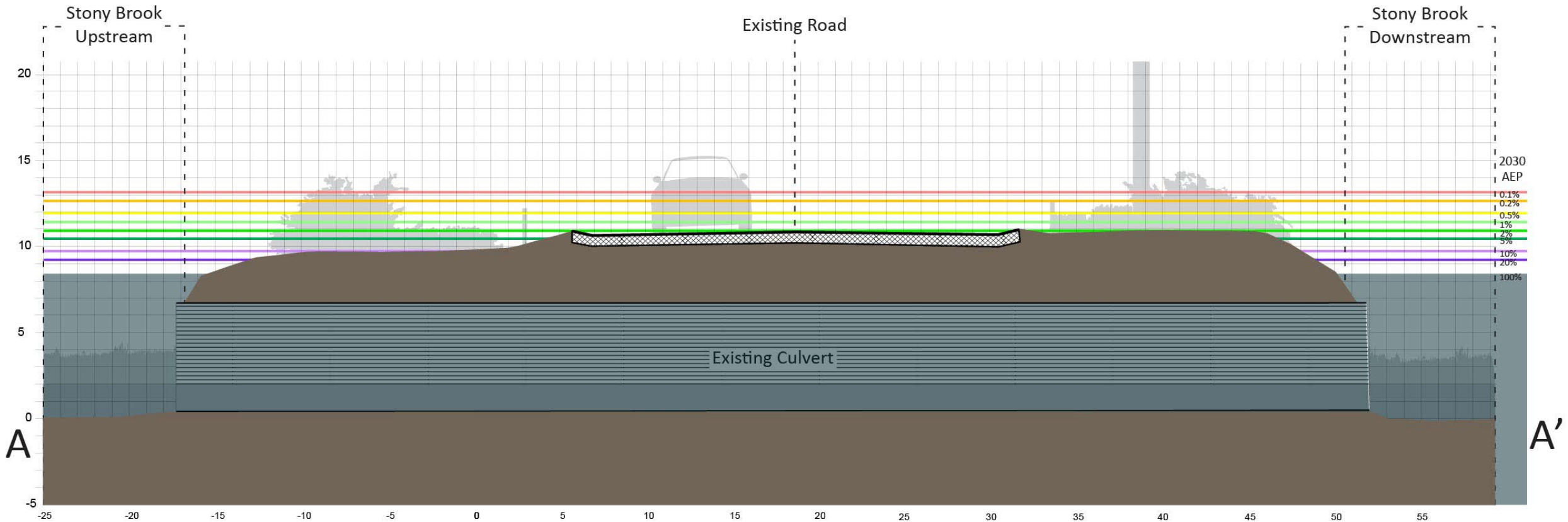
	Name	Length (ft)	Description	Segment Storm Probability (%)			Nuisance Length (ft)			
				2030	2050	2070	2030	2050	2070	
<input checked="" type="checkbox"/>	A	*Route 6A (Stony Brook)	1480	Segment of Route 6A over Stony Brook	0.2-20	2-100	20-100			540
	B	Crosby Lane	400	Culverted Road leading to Crobsey Landing Beach	2-20	10-100	100	240		360
<input type="checkbox"/>	C	*Route 6A (Quivett Creek)	420	Segment of Route 6A at Quivett Creek	5-20	20-100	100			340
	D	Robbins Hill and Warrens Road	480	Entrance to Robbins Hill Beach	2-10	20	20-100	200		380
	E	Lower Road and Paines Creek Road	1440	Intersection of Lower Road and Paines Creek Rd	0.1-2	1-20	10-100			80
<input checked="" type="checkbox"/>	F	Lower Road	660	Segment in front of Bloomer Path	0.2-5	2-20	20-100			
	G	Cedar Hill and Paines Creek Road	880	Private Road w/ Water and home access	5-20	20-100	100	240		780
	H	Breakwater Road	720	Road with access to Breakwater Beach	0.1	1	10			

* = MassDOT roadway

Route 6A at Betty's Curve

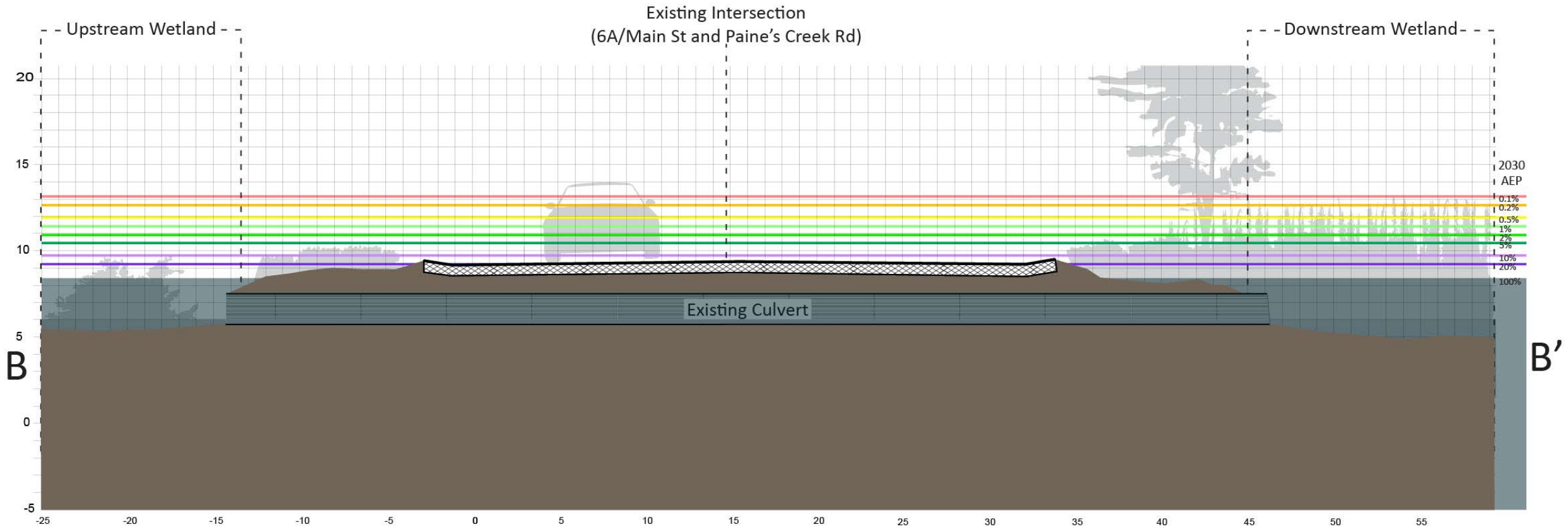


Route 6A at Betty's Curve



EXISTING CONDITIONS
Route 6A at Betty's Curve, Brewster

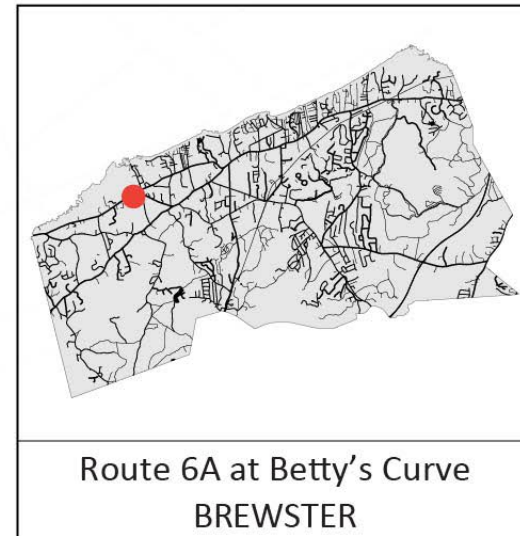
Route 6A at Betty's Curve



EXISTING CONDITIONS
Route 6A at Betty's Curve, Brewster



Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey

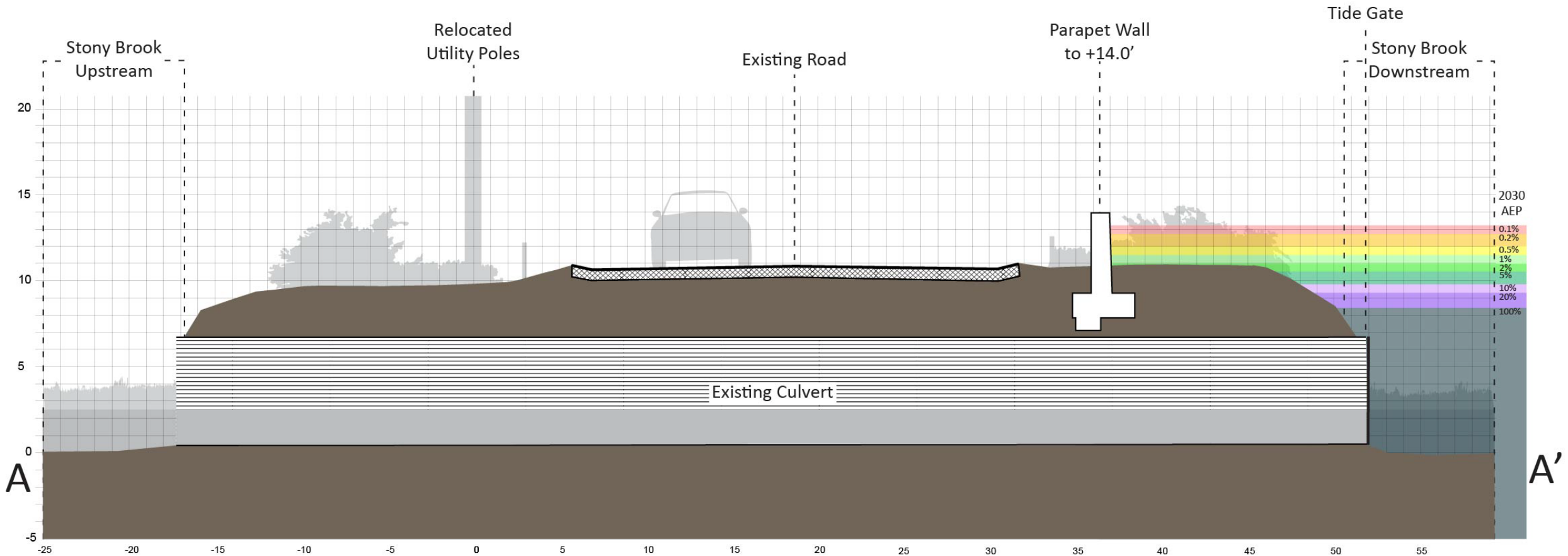


Route 6A at Betty's Curve
BREWSTER

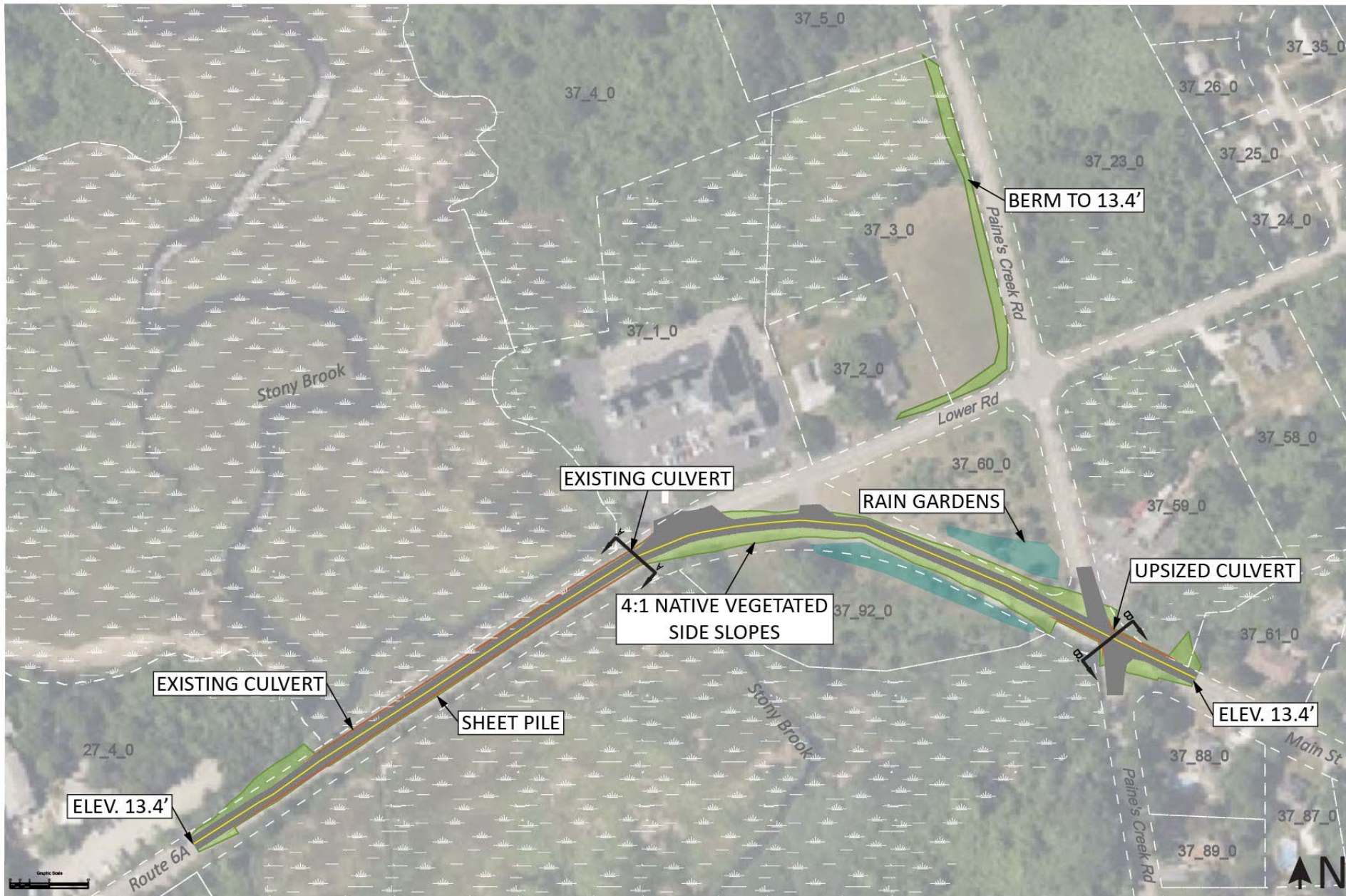
ALTERNATIVE 1: GRAY

A parapet wall to 14.0 feet is added on the north side of 6A, and continues along Paine's Creek Road to prevent flanking. Tide gates are added to the large culvert and smaller secondary culvert under Route 6A.

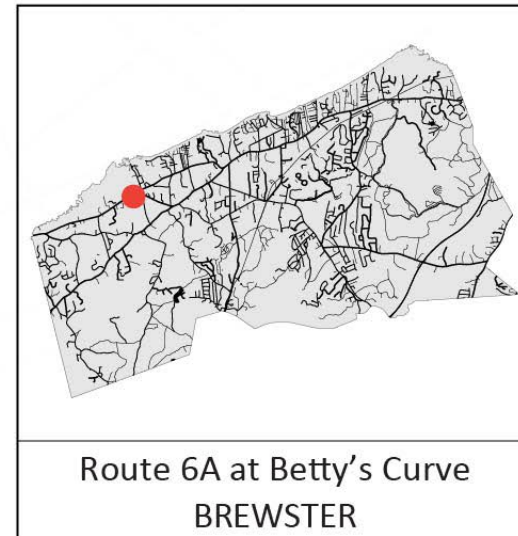
Route 6A at Betty's Curve



ALTERNATIVE 1: GRAY
Route 6A at Betty's Curve, Brewster



Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey

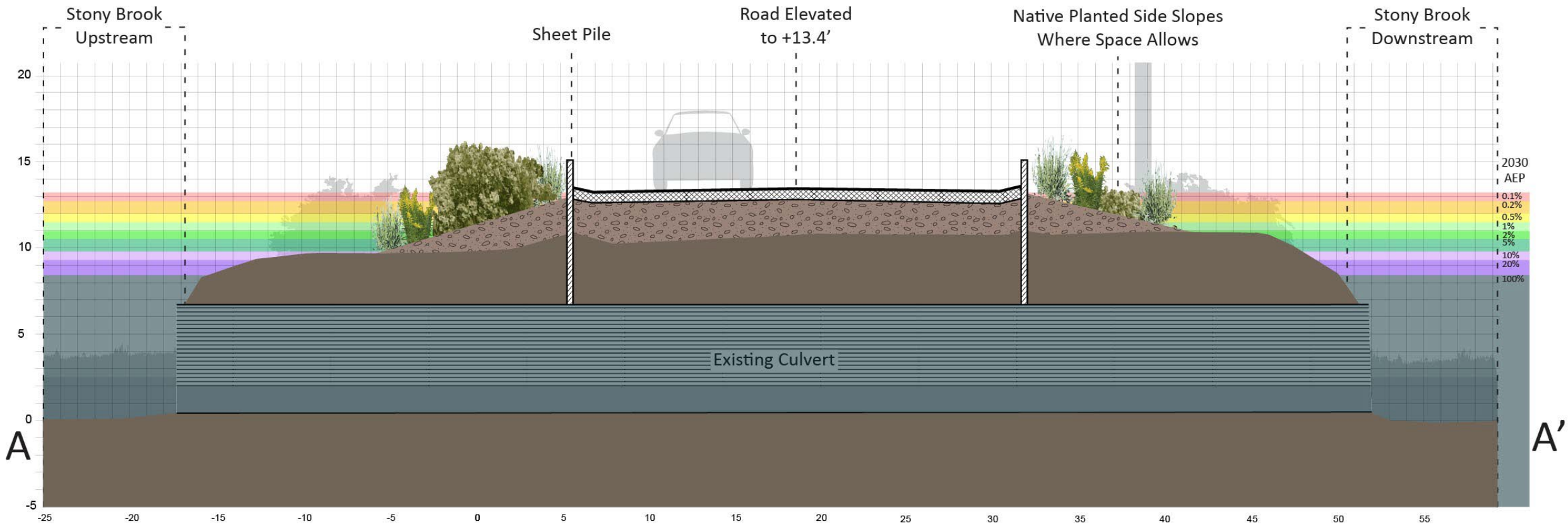


Route 6A at Betty's Curve
BREWSTER

ALTERNATIVE 2: HYBRID

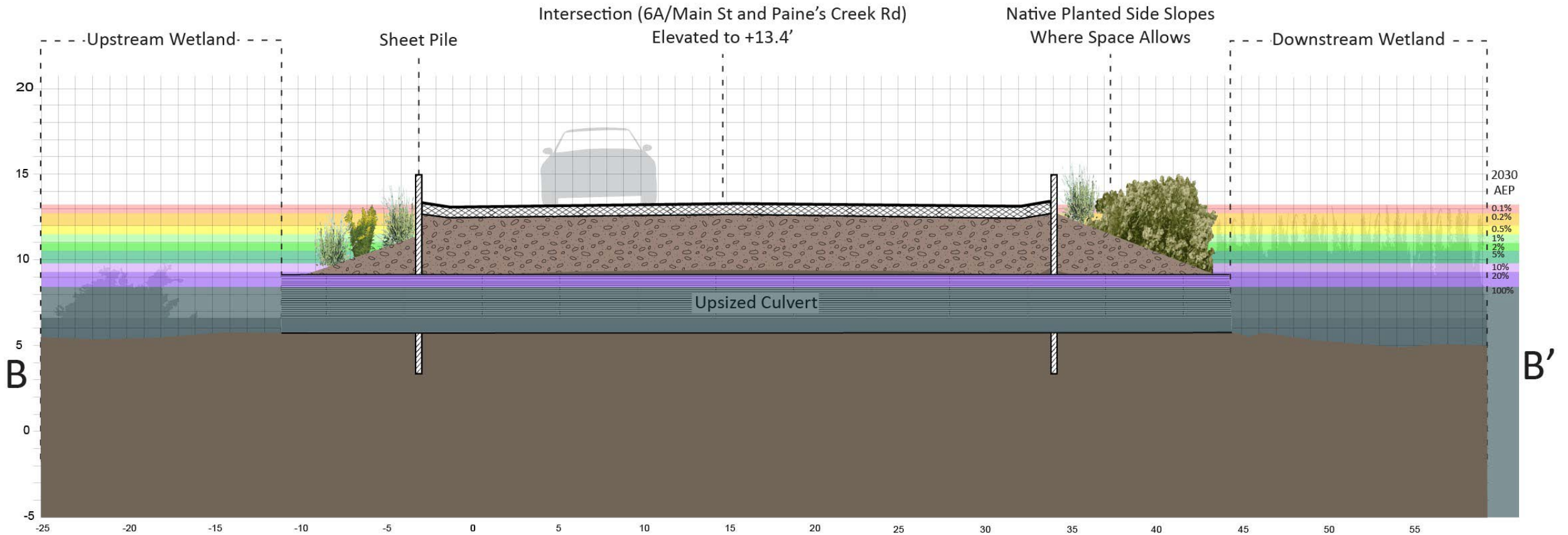
1506 linear feet of road are elevated to 13.4 feet using sheet pile and native vegetated 4:1 side slopes. The culvert at the intersection of 6A/Main Street and Paine's Creek Road is replaced with a larger culvert. A berm is added along Lower Road and Paine's Creek Road to block a flanking pathway. Rain gardens are constructed in the town-owned triangle and marsh-adjacent parcel to help manage stormwater.

Route 6A at Betty's Curve



ALTERNATIVE 2: HYBRID
Route 6A at Betty's Curve, Brewster

Route 6A at Betty's Curve



ALTERNATIVE 2: HYBRID
Route 6A at Betty's Curve, Brewster

ROUTE 6A at BETTY'S CURVE, BREWSTER

Summary of alternatives

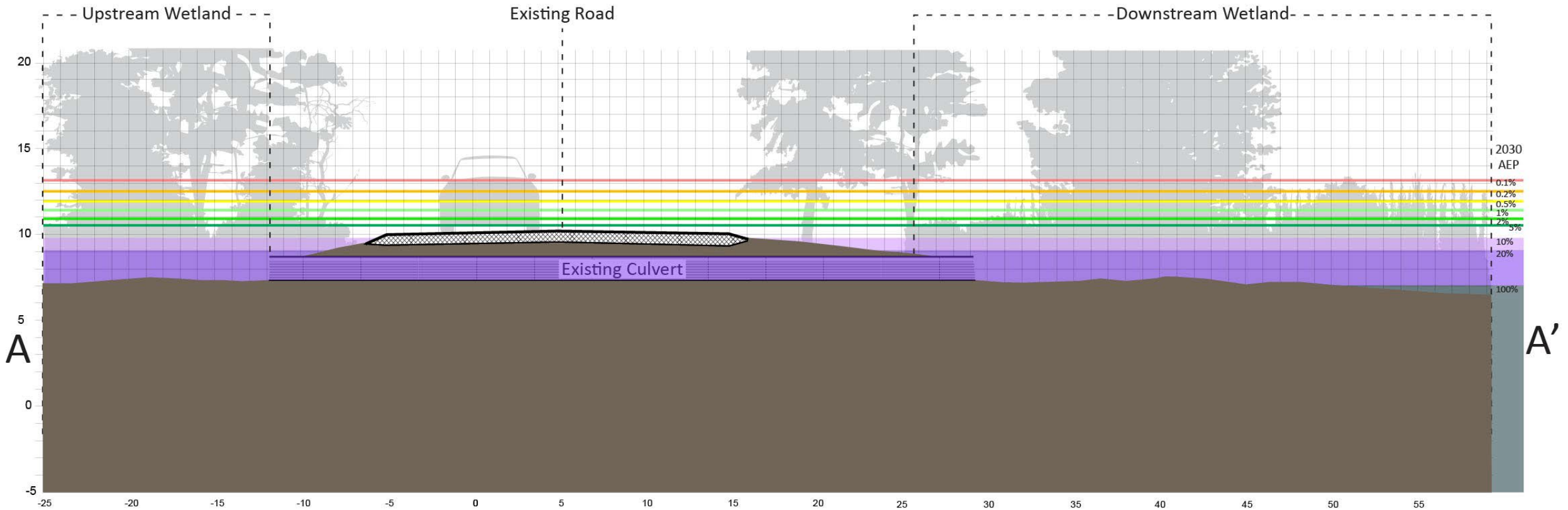
	Description	Critical Elevation	Annual Exceedance Probability			Vulnerable to Tidal Flooding	Impacts to Resource Area(s)	Impacts to Private Property	Estimated Cost*
			2030	2050	2070				
EXISTING	A segment of 30 foot wide road with multiple culvert crossings.	8.4 feet	20%	100%	100%	2070	N/A	N/A	N/A
ALTERNATIVE 1: GRAY	A parapet wall to 14.0 feet is added on the north side of 6A, and continues along Paine's Creek Road to prevent flanking. Tide gates are added to the large culvert and smaller secondary culvert under Route 6A.	14.0 feet	0%	0.2%	2%	2070	Minimal	Minor	\$1,880,000
ALTERNATIVE 2: HYBRID	1506 linear feet of road are elevated to 13.4 feet using sheet pile and native vegetated 4:1 side slopes. The culvert at the intersection of 6A/Main Street and Paine's Creek Road is replaced with a larger culvert. A berm is added along Lower Road and Paine's Creek Road to block a flanking pathway. Rain gardens are constructed in the town-owned triangle and marsh-adjacent parcel to help manage stormwater.	13.4 feet	0%	0.5%	5%	N/A	Possible Positive	Minor	\$3,860,000

*2023 installed material cost +40% escalation (through 2029) and 15% contingency. Excludes design, permitting, mobilization, stormwater and wastewater infrastructure, and site controls. Costs based on experienced contractor opinion and MassDOT costing data.

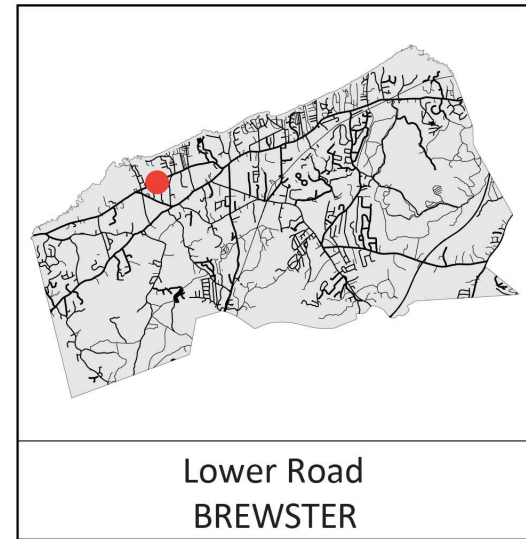
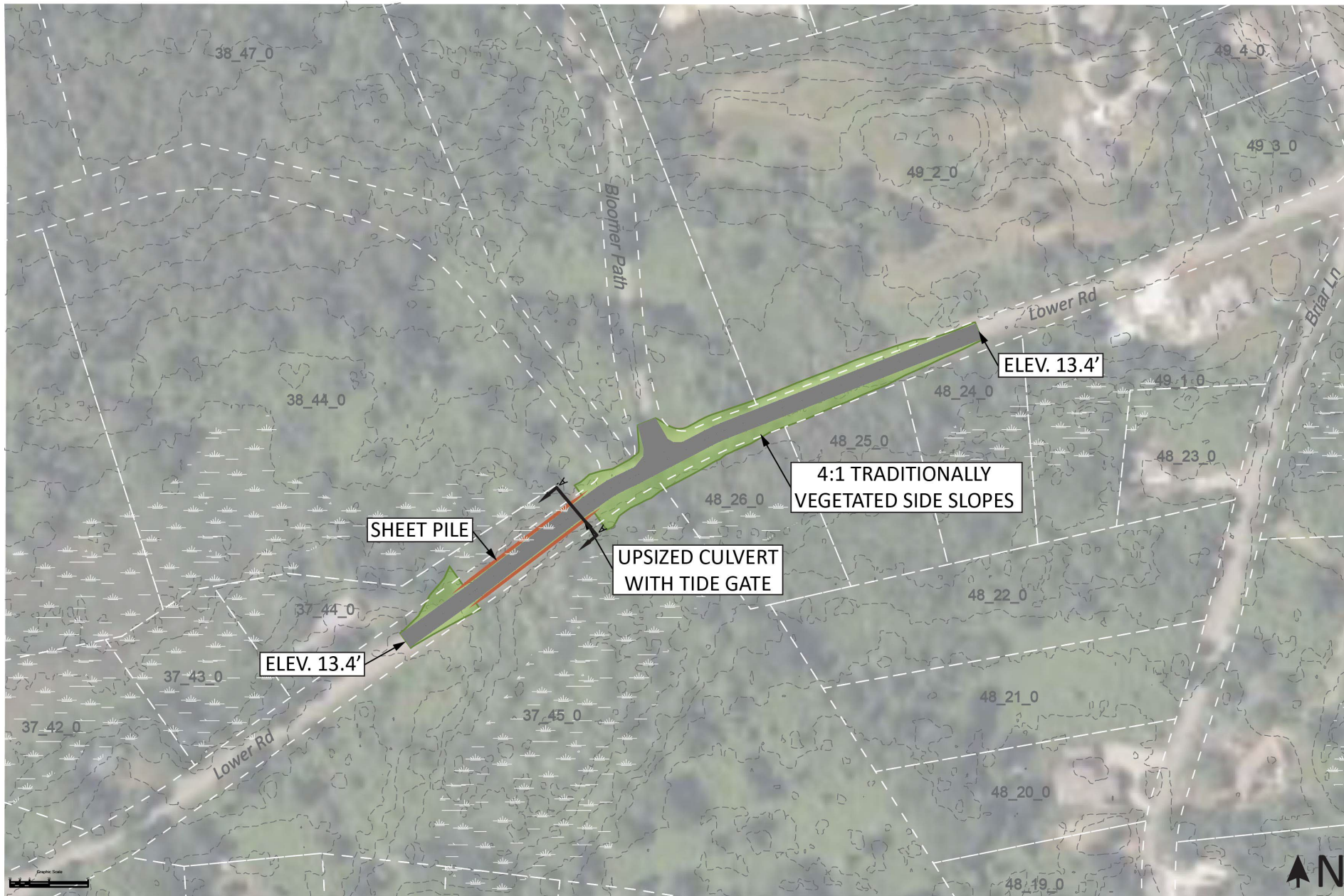
Lower Road at Bloomer Path



Lower Road at Bloomer Path



EXISTING CONDITIONS
Lower Road, Brewster

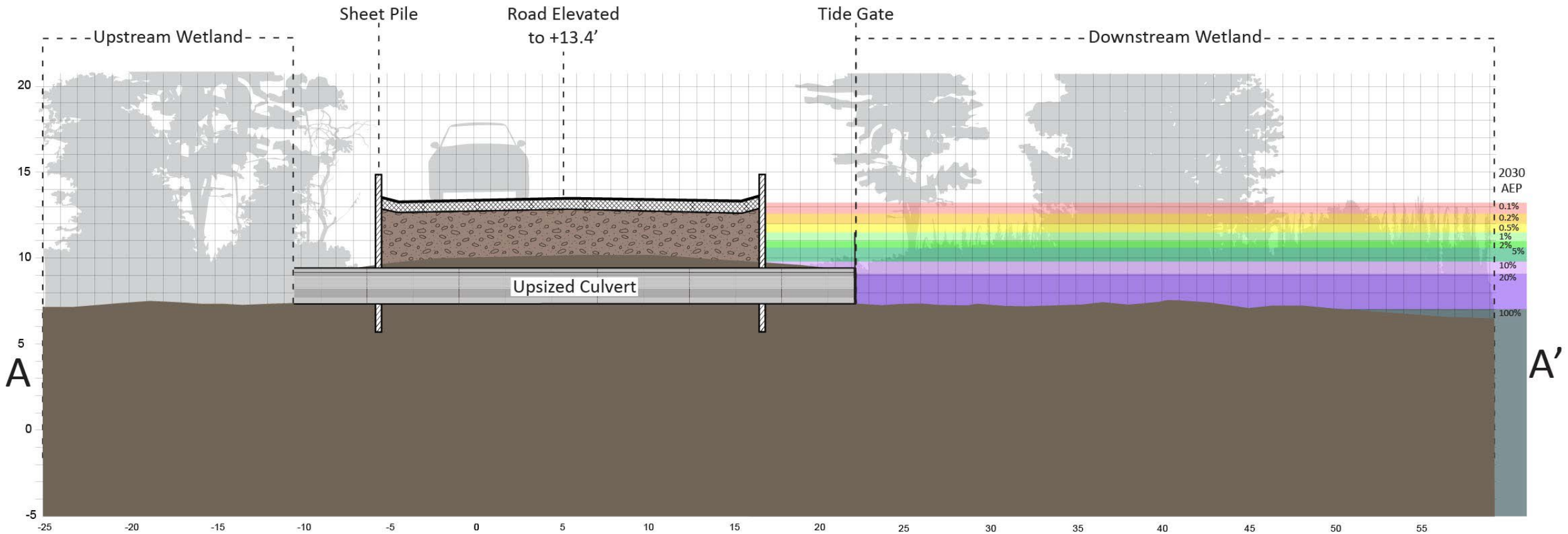


ALTERNATIVE 1: GRAY

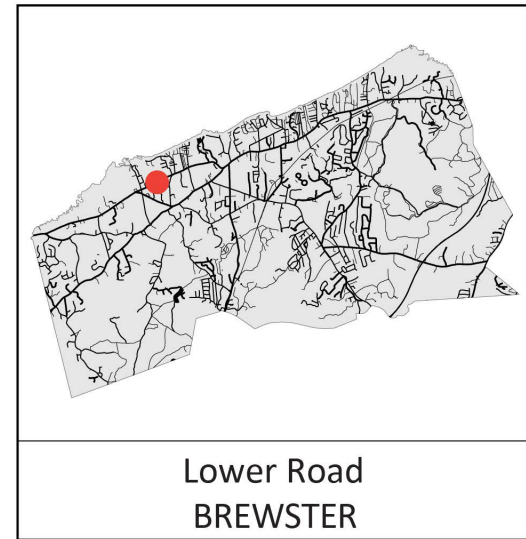
781 linear feet of road are elevated to 13.4 feet using sheet pile and traditionally vegetated 4:1 side slopes. The culvert is increased in size, and a tide gate is added to cut off a potential long-term flood pathway.

Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey

Lower Road at Bloomer Path



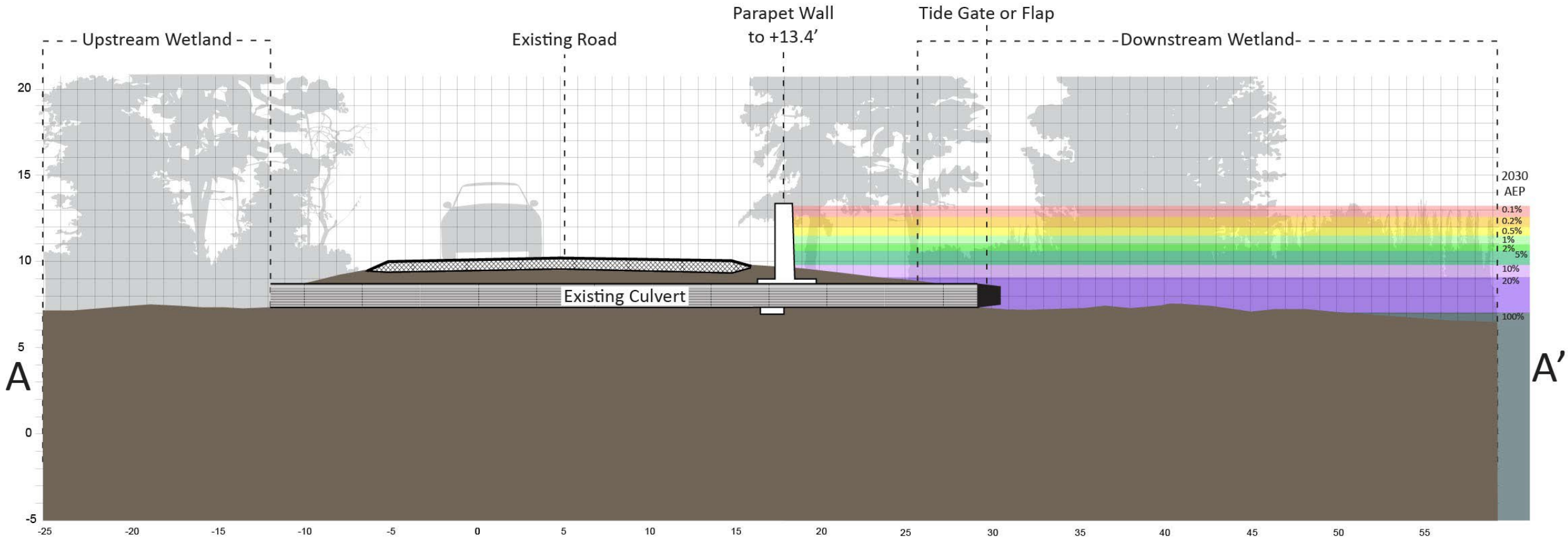
ALTERNATIVE 1: GRAY
Lower Road, Brewster



ALTERNATIVE 2: HYBRID

A berm and parapet wall to 13.4 feet are constructed along Lower Road and in an unused right of way next to Bloomer Path. The berm is vegetated with native plants, and a tide flap is added to the existing culvert to prevent flanking.

Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey



ALTERNATIVE 2: HYBRID
Lower Road, Brewster

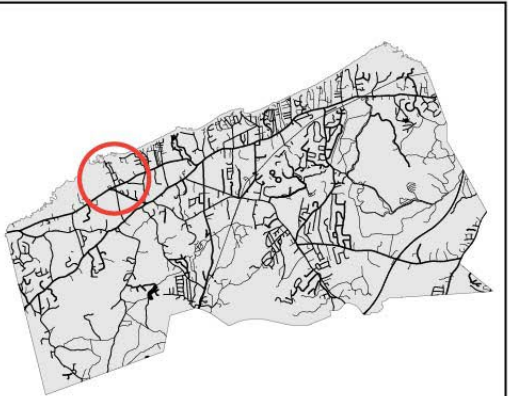
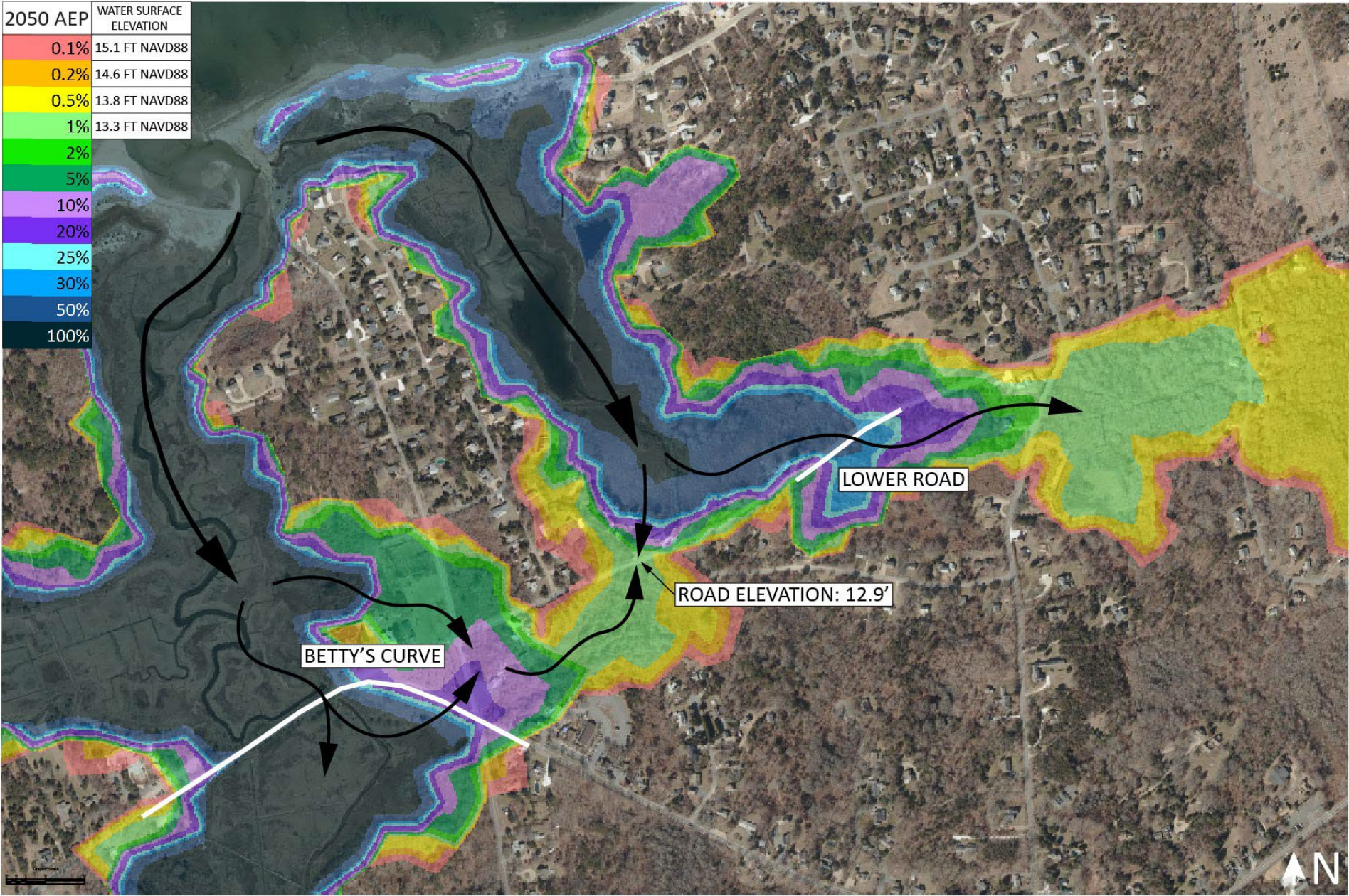
LOWER ROAD, BREWSTER

Summary of alternatives

	Description	Critical Elevation	Annual Exceedance Probability			Vulnerable to Tidal Flooding	Impacts to Resource Area(s)	Impacts to Private Property	Estimated Cost*
			2030	2050	2070				
EXISTING	A segment of 20 foot wide road with a culvert crossing.	10.2 feet	5%	20%	100%	N/A	N/A	N/A	N/A
ALTERNATIVE 1: GRAY	781 linear feet of road are elevated to 13.4 feet using sheet pile and traditionally vegetated 4:1 side slopes. The culvert is increased in size, and a tide gate is added to cut off a potential long-term flood pathway.	13.4 feet	0%	0.5%	5%	N/A	Minimal	Minor	\$868,000
ALTERNATIVE 2: HYBRID	A berm and parapet wall to 13.4 feet are constructed along Lower Road and in an unused right of way next to Bloomer Path. The berm is vegetated with native plants, and a tide flap is added to the existing culvert to prevent flanking.	13.4 feet	0%	0.5%	5%	N/A	Minimal	Minor	\$218,000

*2023 installed material cost +40% escalation (through 2029) and 15% contingency. Excludes design, permitting, mobilization, stormwater and wastewater infrastructure, and site controls. Costs based on experienced contractor opinion and MassDOT costing data.

2050 AEP	WATER SURFACE ELEVATION
0.1%	15.1 FT NAVD88
0.2%	14.6 FT NAVD88
0.5%	13.8 FT NAVD88
1%	13.3 FT NAVD88
2%	
5%	
10%	
20%	
25%	
30%	
50%	
100%	



Betty's Curve and Lower Road
BREWSTER

EXISTING CONDITIONS

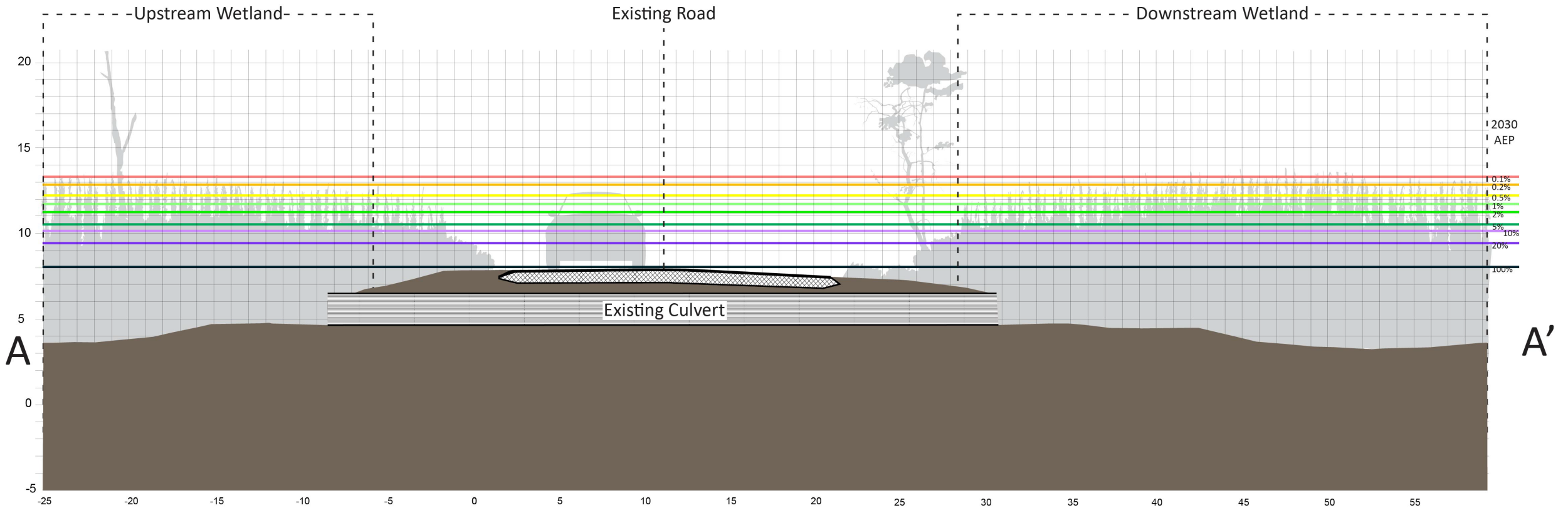
Multiple interconnected flood pathways affect risk at these two road segments, as well as portions of Lower Road in between them.

Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey

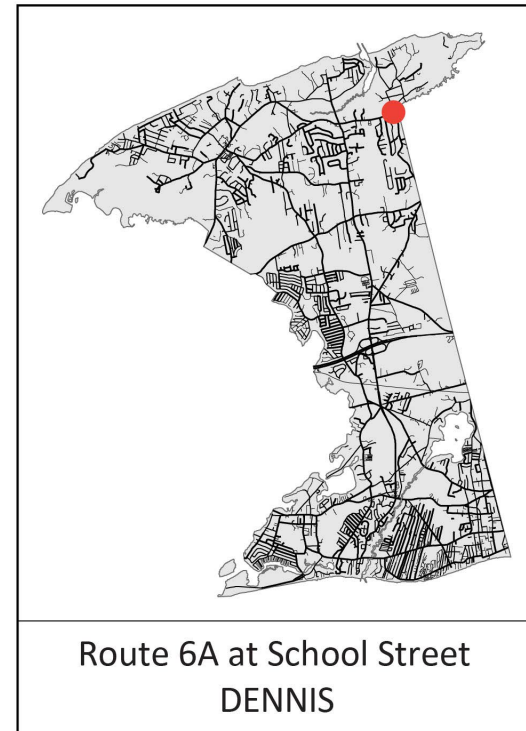
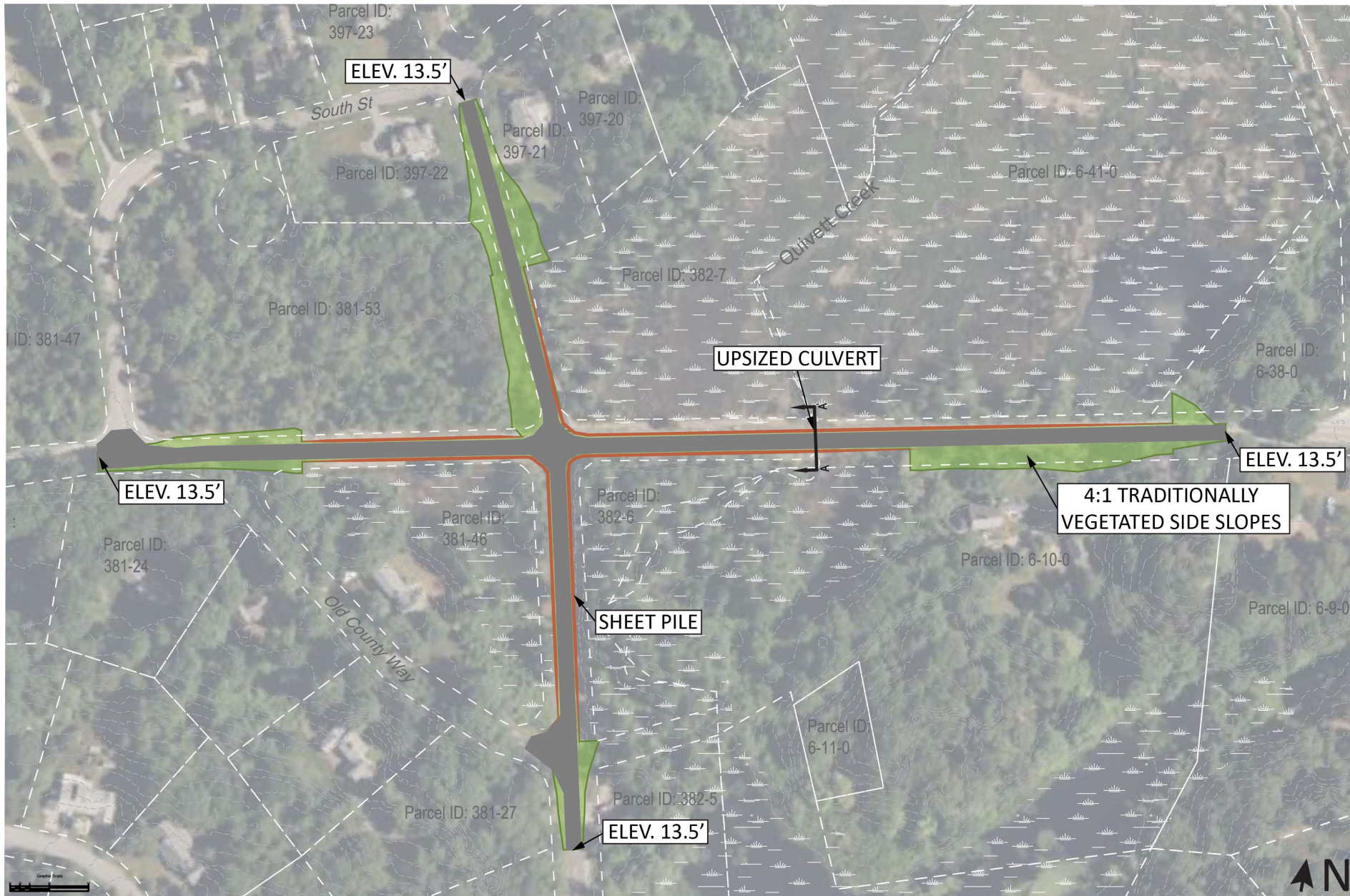
Route 6A at Quivett Creek



Route 6A at Quivett Creek



EXISTING CONDITIONS
Route 6A at School Street, Dennis

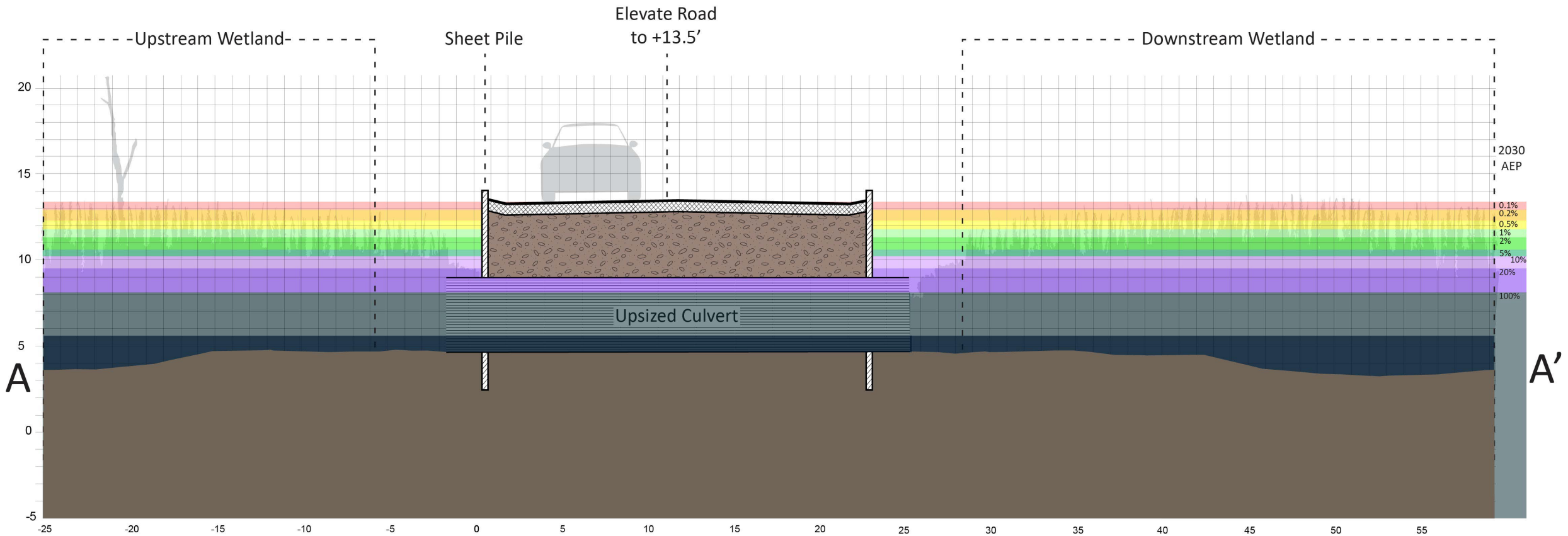


ALTERNATIVE 1: GRAY

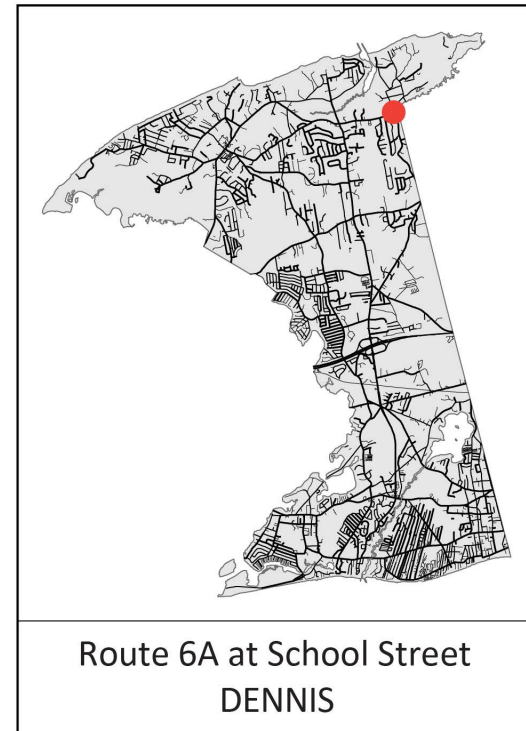
2410 linear feet of road are elevated to 13.5 feet using sheet pile and traditionally vegetated side slopes. The culvert under Route 6 is replaced with a larger culvert to facilitate future tidal flow. This alternative extends into Brewster, and collaboration with the neighboring town would be necessary.

Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey

Route 6A at Quivett Creek



ALTERNATIVE 1: GRAY
Route 6A at School Street, Dennis

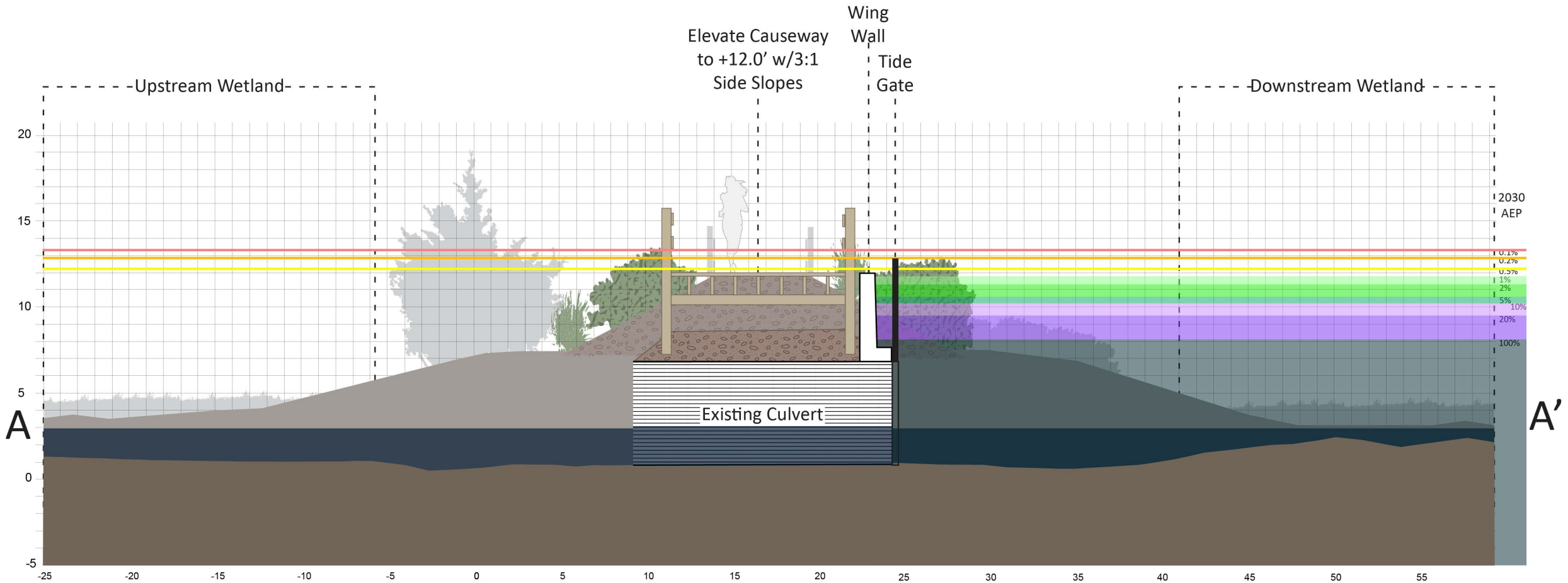


ALTERNATIVE 2: HYBRID

The Sea Street causeway over Quivett Creek is elevated to 12.0 feet with 3:1 native vegetated side slopes. A 6-foot wide shared use path with railings and new bridge over the culvert maintain safe pedestrian use. A concrete wing wall to 12.0 feet and tide gate are added to the existing culvert. A small berm to 12.0 feet is constructed along South Street to manage a flanking flood pathway.

Note: Project overlap with wetland areas, rights of way and property lines is approximate and needs confirmation with a site survey

Route 6A at Quivett Creek



ALTERNATIVE 2: HYBRID
Route 6A at School Street, Dennis

ROUTE 6A at SCHOOL STREET, DENNIS

Summary of alternatives

	Description	Critical Elevation	Annual Exceedance Probability			Vulnerable to Tidal Flooding	Impacts to Resource Area(s)	Impacts to Private Property	Estimated Cost*
			2030	2050	2070				
EXISTING	A road intersection with a culvert crossing and adjacent wetland.	7.5 feet	100%	100%	100%	2070	N/A	N/A	N/A
ALTERNATIVE 1: GRAY	2410 linear feet of road are elevated to 13.5 feet using sheet pile and traditionally vegetated side slopes. The culvert under Route 6 is replaced with a larger culvert to facilitate future tidal flow. This alternative extends into Brewster, and collaboration would be necessary.	13.5 feet	0%	1%	5%	N/A	Minimal	Minimal	\$6,000,000
ALTERNATIVE 2: HYBRID	The Sea Street causeway is elevated to 12.0 feet with 3:1 native vegetated side slopes. A 6-foot wide shared use path with railings and new bridge over the culvert maintain safe pedestrian use. A concrete wing wall to 12.0 feet and tide gate are added to the existing culvert. A small berm to 12.0 feet is constructed along South Street to manage a flanking flood pathway.	12.0 feet	0.5%	5%	20%	2070	Minimal	Minimal	\$446,000

*2023 installed material cost +40% escalation (through 2029) and 15% contingency. Excludes design, permitting, mobilization, stormwater and wastewater infrastructure, and site controls. Costs based on experienced contractor opinion and MassDOT costing data.



- **Route 6A at Betty's Curve**
- **Lower Road**
- **Route 6A at Quivett Creek**

NEXT STEPS

- Comments! Use form on project webpages
<https://www.capecodcommission.org/our-work/low-lying-roads-project/>
- Town staff to determine which projects, designs
 - Review of community input
 - Engineering, permitting
- Identify funding

FUNDING OPPORTUNITIES

Federal Bipartisan Infrastructure Law (BIL)

Federal Highway Administration

- PROTECT – Competitive Resilience Improvement and Planning grants
- Culvert Aquatic Organism Passage Program - competitive grants for the replacement, removal, and repair of culverts or weirs that meaningfully improve or restore fish passage for anadromous fish

[NEW] PROTECT Grants (discretionary)

Purpose	Planning, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure
Funding	\$1.4 B (FY 22-26) in Contract Authority from the HTF
Eligible entities	<ul style="list-style-type: none">• State (or political subdivision of a State)• MPO• Local government• Special purpose district or public authority with a transportation function• Indian Tribe• Federal land management agency (applying jointly with State(s))• <i>Different eligibilities apply for at-risk coastal infrastructure grants</i>
Eligible projects	<ul style="list-style-type: none">• Highway, transit, intercity passenger rail, and port facilities• Resilience planning activities, including resilience improvement plans, evacuation planning and preparation, and capacity-building• Construction activities (oriented toward resilience)• Construction of (or improvement to) evacuation routes
Other key provisions	<ul style="list-style-type: none">• Higher Federal share if the eligible entity develops a resilience improvement plan (or is in a State or area served by MPO that does) and the State or MPO incorporates it into its long-range transportation plan• May only use up to 40% of the grant for construction of new capacity



FUNDING OPPORTUNITIES

Nature Based Solutions, Ecological Restoration, Culverts

- FEMA Building Resilient Infrastructure and Communities (BRIC)
- National Coastal Resiliency Fund (NCRF) through National Fish and Wildlife Fund
- Natural Resources Conservation Service (NRCS) through the Cape Cod Conservation District
- Municipal Vulnerability Preparedness Program (MVP)
- Division of Ecological Restoration (DER) Culvert Replacement Municipal Assistance Grant Program



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

POSSIBILITIES IN PARTNERSHIP

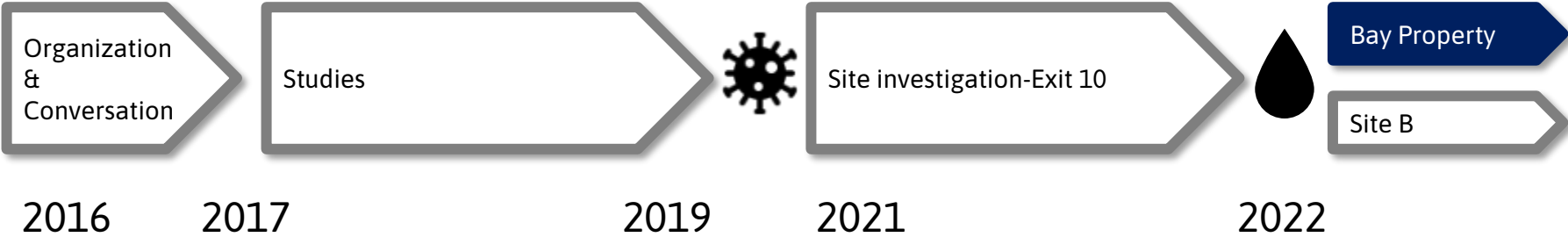
PRESENTATION TO TOWN OF BREWSTER
BAY PROPERTY PLANNING COMMITTEE

April 25, 2023

POSSIBILITIES IN PARTNERSHIP

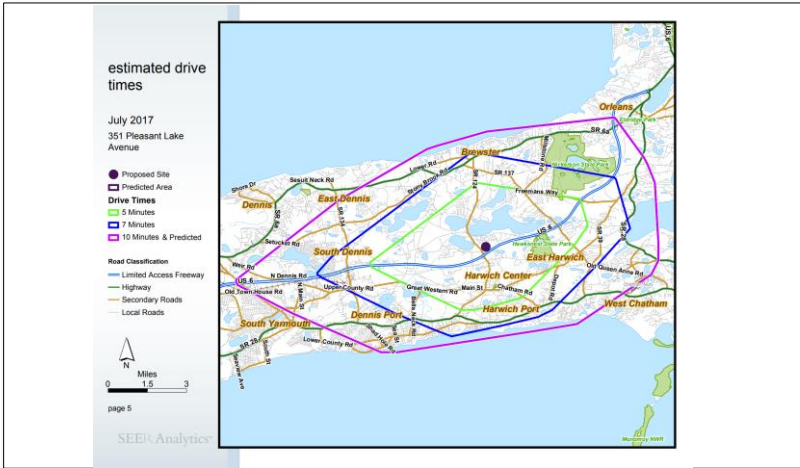
1. HOW WE GOT HERE
2. THE YMCA PERSPECTIVE
3. WORKING TOGETHER
4. POSSIBILITIES

YMCA STARTED SERIOUSLY LOOKING DOWN-CAPE IN 2016.

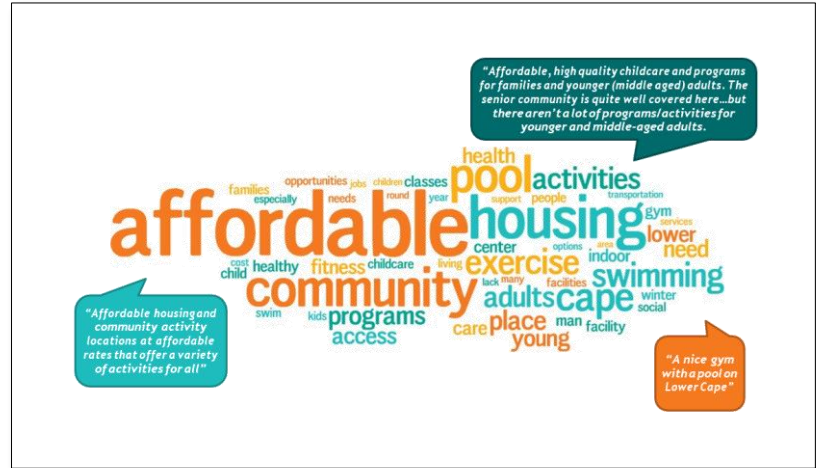


OUR PROCESS IS DELIBERATE AND SYSTEMATIC.

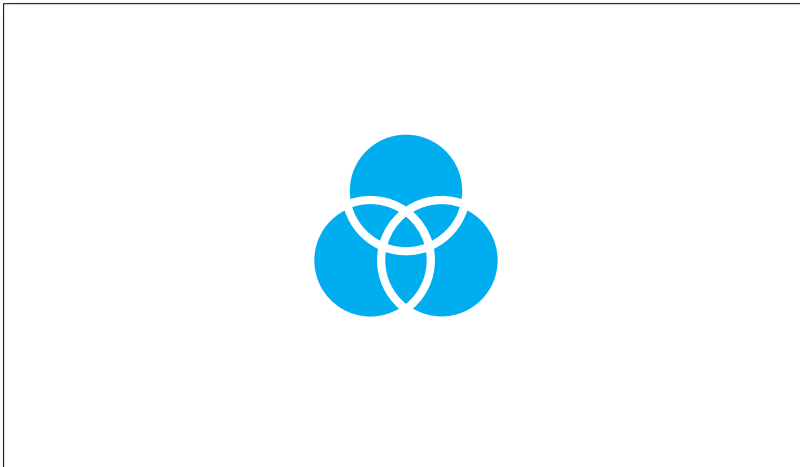
2017: New Site Analysis



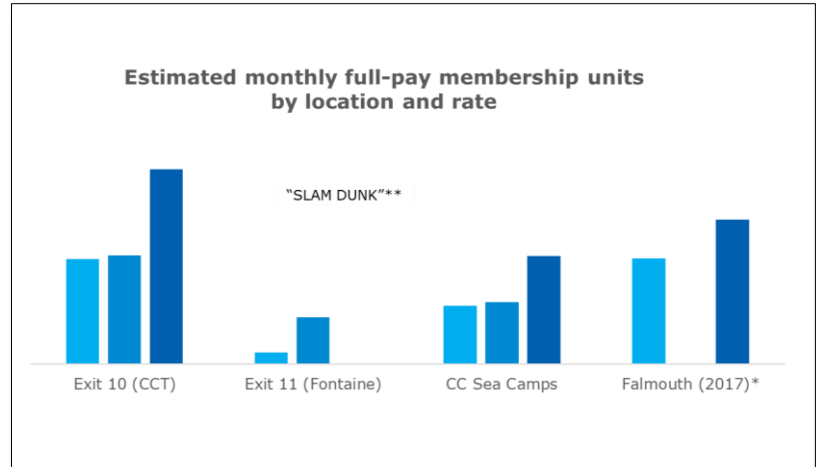
2018: Community Needs Assessment



2019: Competitive Analysis

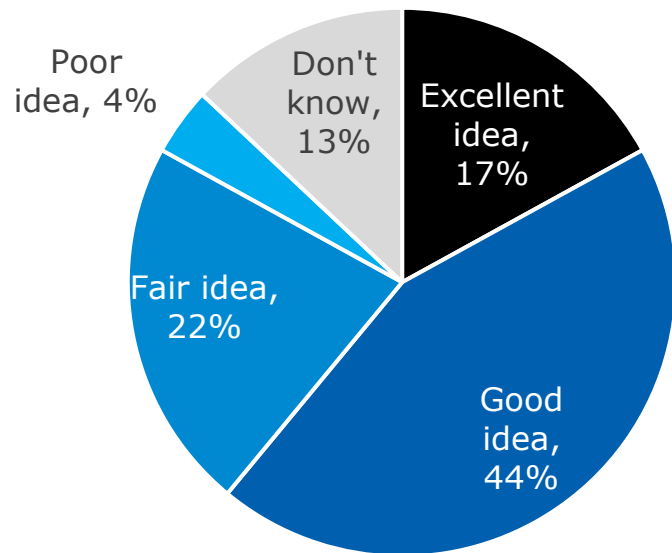


2021-3: Market Studies



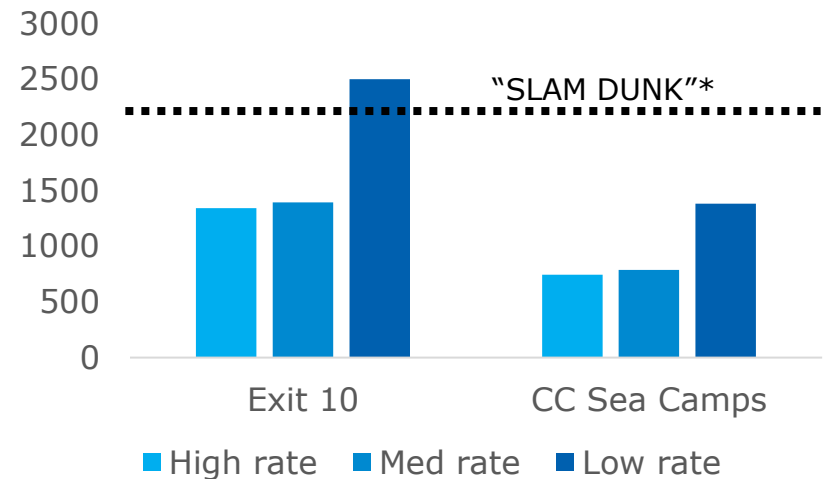
FINDINGS FOR THE BAY PROPERTY ARE MIXED.

Most respondents favored a partnership between YMCA and Brewster at CC Sea Camps



But only 5% found the site convenient, limiting potential memberships

Estimated monthly full-pay membership units by location and rate



SO WE CHANGED THE FRAME:

How can we find a site that will support a “typical” YMCA branch?



How can we tailor our offerings and facility to fit this unique site?

POSSIBILITIES IN PARTNERSHIP

1. HOW WE GOT HERE
2. THE YMCA PERSPECTIVE
3. WORKING TOGETHER
4. POSSIBILITIES

IN SCOUTING NEW SITES, WE BRING OUR VALUES WITH US.

The Y must be pulled into a community.



Complement existing facilities and services.



IN FACT, WE'RE ALREADY HERE.

Early education and school-age childcare programs in Brewster and Harwich since 2012.

HOW THE YMCA SEES THE WORLD...

YMCA is a non-profit.

Capital projects funded from multiple sources: foundations, private donors, government grants, and partnerships.

We cannot do more good than we can afford to pay for.

- Any new facility must be likely cash-positive
- Revenue driven by number of nearby houses and enthusiasm of potential members
- Must build to the size of the opportunity.

POSSIBILITIES IN PARTNERSHIP

1. HOW WE GOT HERE
2. THE YMCA PERSPECTIVE
3. WORKING TOGETHER
4. POSSIBILITIES

WE COMPLEMENT, RATHER THAN COMPETE.

The town of Brewster...

Has property for recreational use

Has rec. programming it's proud of

Has citizens looking for the broadest wellness options

Wants to minimize capital expenditures

Wants to maximize wellness opportunities for residents

Wants deep experience in operating and maintaining wellness capabilities

YMCA Cape Cod...

Wants to serve the Lower Cape

Wants to find unfilled gaps

Wants to be flexible, innovative and responsive in serving members

Has a multi-layered capital development funding model

Has a business model—fee for service—that supports an extensive wellness staff

Has 180 years (57 locally) experience operating wellness capabilities

...AND LOOK FOR WIN-WINS.

POSSIBILITIES IN PARTNERSHIP

1. HOW WE GOT HERE
2. THE YMCA PERSPECTIVE
3. WORKING TOGETHER
4. POSSIBILITIES

WHAT WE CAN BRING TO BREWSTER:

A wide slate of offerings, including:

- A full-featured wellness facility
- Whole-family classes and programs
- Youth classes and programs
- Senior-focused classes and programs
- Healthy habits, exercise, and diet
- Child nutrition program (free breakfast and lunch for children)
- Youth mentoring and development programs
- Communities of like interests
- Volunteer and philanthropic opportunities

Deep experience operating wellness programs and facilities

Full-time management, instruction, and supervision

Construction funded through foundations, private donors, government grants, and partnerships (not the town of Brewster)

No one ever turned away due to inability to pay



QUESTIONS?

YMCA Lower Cape Committee:
Brad Crowell, Chair
Kathleen Walker

YMCA Cape Cod
Stacie Peugh, CEO



THANK YOU

YMCA Lower Cape Committee:
Brad Crowell, Chair
Kathleen Walker

YMCA Cape Cod
Stacie Peugh, CEO

Consent Agenda Cover Page

a. Facility Use Applications and Fee Waiver Requests (Drummer Boy Park): Beyond the Bounds, Movement Arts Cape Cod, and Friends of Brewster Dog Park Inc.

Beyond the Bounds, in coordination with the Cultural Council, would like to host a dance festival at Drummer Boy Park on Saturday June 10th from 12pm until 3pm with a rain date of Sunday June 11th. They expect about 80 people over the course of the event and no more than 30-50 people at one time. Beyond the Bounds will need use of the fields and electricity for their event, the fee waiver request is in the amount of \$900.

Movement Arts Cape Cod, also in coordination with the Cultural Council, would like to host an open movement arts fair at Drummer Boy Park on Saturday June 3rd from 12pm until 5pm with a rain date of Sunday June 4th. The event is expected to attract around 50 guests. Movement Arts Cape Cod will also be applying to the Building Department for a temporary sign permit for the event. They are also requesting a fee waiver for use of Drummer Boy Park in the amount of \$800 and the waiver of the temporary sign permit fees (\$4.00 per sign).

The Friends of Brewster Dog Park Inc. is requesting the use of Drummer Boy Park on Tuesdays from June 20, 2023 through August 22, 2023, to hold a flea market to benefit Brewster Dog Park. The flea market will be held from 6am until 4pm each Tuesday, this is the same request that they had last year. The event is expected to attract 100 people per day with around 25 guests at one time. Friends of Brewster Dog Park Inc. is also requesting a waiver of fees for use of Drummer Boy Park in the amount of \$3,000. The Select Board Fee Waiver Policy sets a standard \$2,000 annual limit on fee waivers for organizations, but the Board can opt to waive more than that amount in certain extenuating circumstances. In this case, revenues from the FBDP flea markets will ultimately be reinvested into the dog park.

Department heads have reviewed all applications and provided comments that are included in the cover memo. All feedback and comments will be shared with the host of these events.

Administrative Recommendation:

We recommend that the Board approve these facility use applications and the fee waiver requests.

b. Temporary Sign Permit Fee Waiver Request: Garden Club of Brewster

The Garden Club of Brewster has submitted a temporary sign permit request through the Building Department to place signs at eight different locations to promote their event. They are seeking a fee waiver in the amount of \$32.

Administrative Recommendation:

We recommend that the Board approve the temporary sign fee waiver request.

c. Approval and Signature of Discharge of Mortgage for Habitat for Humanity of Cape Cod Paul Hush Way Phase Two

Habitat for Humanity of Cape Cod is requesting the Town discharge the mortgage for Phase Two of Paul Hush Way. The mortgage, dated April 2, 2019, was required as part of the grant agreement for Brewster Community Preservation Committee funding of Paul Hush Phase Two. In accordance with the mortgage terms, the eight Phase Two homes have been built and sold to eligible purchasers, affordable deed riders have been recorded, and the units placed on Brewster's SHI. Legal Counsel has approved the Discharge as to form and recommends it be signed by the Select Board.

Administrative Recommendation:

We recommend that the Board approve and sign the discharge of mortgage.

d. Cell Tower Modification Request: SBA Communications Corp

SBA is seeking the Town of Brewster's authorization to remove certain antennas, cables and mounting brackets utilized by Sprint n/k/a T-Mobile from the Tower Site. Written consent from the Town of Brewster is required to perform modifications per the ground lease agreement.

Administrative Recommendation:

We recommend that the Board approves this request, pending SBA obtaining the necessary permits from the Building Department.

e. Fee Waiver Request: Town Hall Window Project Building Permit Fee

The Town has contracted with Delphi Construction to replace selective windows at the Brewster Town Offices. In compliance with the Select Board, Fee Waiver Policy, Town sponsored projects do not pay building permit fees. The building permit fee for this project is \$125.00.

Administrative Recommendation:

We recommend that the Board approve the building permit fee waiver request.

f. Acceptance of Gifts: Friends of Brewster Dog Park

The Friends of Brewster Dog Park, Inc. has donated a total of eight gifts in the amount of \$23,842 which include fencing, benches, equipment, plantings, plaques and tools to the Town of Brewster for use at the Brewster Dog Park.

Administration Recommendation

We recommend the Select Board approve the acceptance of these gifts.



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

Office of:
Select Board
Town Manager

Memo

To: Brewster Select Board
From: Erika Mawn, Executive Assistant
Date: May 5, 2023
RE: Facility Use Applications

There are three facility use applications for review that request the use of Drummer Boy Park, full applications are available in the Select Board packet. The applications received are:

1. Beyond the Bounds, June 10th (rain date of June 11th) to hold a dance festival from 12pm until 3pm.
2. Movement Arts Cape Cod, June 3rd (rain date of June 4th) to hold an open movement arts fair from 12pm until 5pm.
3. Friends of Brewster Dog Park Inc. to host flea markets to benefit Brewster Dog Park on Tuesdays starting June 20, 2023 through August 22, 2023 from 6am until 4pm.

As part of the review process, the following department heads had the opportunity to review and provide comments for these events. All comments will be shared with the applicants.

Building Department:

- Any single tent exceeding 400 SF requires a tent permit application. This includes smaller tents conjoined to create a larger unit exceeding 400 SF.

Planning Department:

- No comments/concerns

Natural Resources Department

- No comments/concerns

Town Administration:

- Consult with the police department for determination if a police detail is required.
- Events that exceed (4) hours or 75 people require their own port-a-johns.
- They should ask their vendors to be responsible for their own trash removal.
- Any serving of food/food vendors need to be permitted through the Board of Health. They may also need a Hawker and Peddlers through the Select Board.
- No vehicles are to transverse across the paved walking paths.
- They need to work with DPW ahead so that we can put up traffic measures near the walking paths.

- They need to work with facilities regarding water and electric usage if needed.
- The sale of single use plastic bottled water is prohibited on town property.

Additional information specifically for the Friends of Brewster Dog Park Inc. events:

- If additional cleanings are required of the port-a-johns, this will be the responsibility of the event organizer.
- Permanent signs are not allowed at this site. As with all the other park rentals, a temporary sign is allowed on the site the day of the event with approval from the Building Department and the Old King's Highway District Committee.
- The request for the waiver of fees exceeds the \$2,000 annually allowed per non-profits per the Select Board fee waiver policy, but can opt to waive more in certain extenuating circumstances.

Fire Department:

- All tents shall have a permanently affixed label indicating appropriate fire retardant ratings.
- Multiple tents placed side by side shall have a 12 ft. fire break clearance on all sides for every 700 square feet of tent (Ex. When seven 10' x 10' (or greater) tents are placed side by side there shall be a 12' break every 700' or less dependent on size of tent.
- Parked vehicles or internal combustion engines such as generators shall not be located closer than 20 feet to any tent or membrane structure 400 sq ft or more and/or multiple tents placed side by side with an aggregate area of 700 sq ft. For the purpose of determining required distance, support ropes and guy wires shall be considered as part of the temporary membrane structure or tents.
- Access to field vendors by fire department vehicles shall not be blocked. All lanes in between tents shall be no less than 12' in width.
- No parking on interior roads shall be permitted.

Police Department:

- All applicants should be advised that if there are impacts to traffic flow on Route 6A, a police detail may be required.

Health Department:

- If food vendors will be participating in the event, they will need to follow up with the Health Department for proper permitting.



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: Beyond the Bands

LOCAL SPONSORING ORGANIZATION: Town of Brewster

AREA OR FACILITIES NEEDED: Drummer Boy Park

DATE OR DATES REQUESTED: June 10th & June 11th (rain date)

TIME IN: 12:00pm TIME OUT: 3:00pm (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Dance festival

NATURE OF ACTIVITY TO TAKE PLACE: Dance and music performance

WILL ADMISSION FEE BE CHARGED? YES NO AMOUNT _____

NON-PROFIT ORGANIZATION: YES NO

IRS # _____ TOTAL NUMBER OF PERSONS EXPECTED 30-50

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 80

ANY SPECIAL EQUIPMENT NEEDED?: NO

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

Naomi Steckman

MAILING ADDRESS: P.O Box 2209 Brewster MA 02631

TELEPHONE NUMBER: [REDACTED]

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

Signature: [Signature]

Telephone: [REDACTED]

TO: Brewster Select board

FROM: Clare O'Connor-Rice
Chair, Brewster Cultural Council

RE: facilities use fees for June 10 and 11th

DATE: May 3, 2023

The Brewster Cultural Council is requesting a waiver for the facility use fees for Drummer Boy Park on June 10, with a rain date of June 11th, for our project with Beyond the Bounds. Waiving this \$900 fee, both the facility use and the electricity for both days, allows us to maximize the grant allocation from the MA Cultural Council to provide free cultural activities in Town at the best possible rates. Many thanks.



BEYOND THE BOUNDS:

June 10th, Collaboration with Dancing By the Bay, Town of Brewster



DATE: June 10th (11th rain date)

Time: 12-1PM

Location: Drummer Boy Park

Details: This is a collaboration between BTB and the "Dancing by the Bay" festival of the town of Brewster. BTB shows are 1hr (50min. Of music and 10ish min. Of talking, etc). All BTB events are free to the public and placed in high trafficked public spaces such as the national seashore or state parks and are 100 percent donation/grant based. Our mission as an organization is to build community through the performing arts and nature- therefore the guest artists are invited to perform in the natural spaces but need to be aware that there is no stage and that they are a part of the community/audience. This event will include two professional dancers from [Urbanity](#) and four professional musicians.

Estimated Budget: (See attachment for breakdown) Total budget: **\$2,000.00**

AFM Estimated Contribution: 50% of total budget for 1 rehearsal and 1 concert of all musicians involved: **1638.20**



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: Movement Arts Cape Cod

LOCAL SPONSORING ORGANIZATION: Brewster Cultural Council

AREA OR FACILITIES NEEDED: Drummer Bay Park

DATE OR DATES REQUESTED: June 3, 2023 - June 4 (rain date)

TIME IN: 12:00 TIME OUT: 5:00 (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Open Movement Arts Fair

NATURE OF ACTIVITY TO TAKE PLACE: Local movement artists will share their work in mini-workshops + showings

WILL ADMISSION FEE BE CHARGED? YES NO AMOUNT _____

NON-PROFIT ORGANIZATION: YES NO

IRS # EIN 86155-4010 TOTAL NUMBER OF PERSONS EXPECTED 50 ?

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 50 ?

ANY SPECIAL EQUIPMENT NEEDED?: No

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

DAVID IANNITELLI - FOR MOVEMENT ARTS CAPE

MAILING ADDRESS: [REDACTED], BREWSTER (026)

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: [Signature]

Telephone: [REDACTED]

ATTACH PROOF OF INSURANCE IN THE AMOUNTS REQUIRED BY THE TOWN.

AUTHORIZATION

This application is recommended for approval and reservation made according to the above information with the understanding that the Town of Brewster regulations will be followed and proof of insurance will be provided:

_____ Date of Selectmen's Approval

_____ Assistant Town Administrator or Administrative Assistant

Reservation entered on ___/___/___ by _____

Fee to be assessed for this use: _____ Date paid: _____

Deposit(s) of _____ received on ___/___/___

Insurance requirements are: met _____ waived _____

IF INDICATED HERE, ADDITIONAL APPROVAL IS REQUIRED. PLEASE OBTAIN APPLICABLE SIGNATURES BELOW :

Entity _____ Type of Approval or Permit Req'd _____ Dept. Signature _____

Board of Selectmen License(s) _____

Brewster Health Permits _____

Brewster Police Permits _____

Brewster Building Permits _____

Brewster Fire Permits _____

Planning/Zoning Permits _____

Conservation Commission Conditions _____

FOR OUTDOOR EVENTS - IF SITE REQUIRES SPECIAL SET-UP

Please attach sketch(s) outlining location(s) of any furniture, equipment, signs or apparatus to be set-up on site. Please indicate points of pedestrian and/or vehicular access and egress, proposed parking configurations, temporary sanitary facilities, and source of power and/or water to be used.

*We will center our event around the Gazebo
We would like to put a temporary sign on Rte 6A on the
day of the event:*



(over)



Drummer Boy Rd

Drummer Boy Rd

Drummer Boy Rd

Parking Area 1

Parking Area 2

Drummer Boy Park

Old King's Hwy

Main St

Regatta Rd

Edwards Dr

Main St

Old King's Hwy

Google

6A

6A

TO: Select Board

FROM: Clare O'Connor-Rice
Chair, Cultural Council

RE: Waiver of fees for event June 3, rain date June 4

DATE: May 3, 2023

The Cultural Council is sponsoring an event at Drummer Boy Park on June 3, rain date June 4th, with Movement Arts Cape Cod. This free event includes workshops and performances of a range of types of movement and dance for all ages. It is made possible with funds from the MA Cultural Council.

We are requesting a waiver of the \$ 800 facilities use fees for the project, which will be held one of the two days listed above, depending on the weather. Additionally, Movement Arts Cape Cod is seeking the waiver of the Temporary Sign Permit fees with the Building Department.

The Cultural Council appreciates the support of the Select Board in our efforts to increase cultural offerings of all types in Town. Many thanks.

C: Cultural Council members

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: Friends of Brewster Dog Park, INC

LOCAL SPONSORING ORGANIZATION: _____

AREA OR FACILITIES NEEDED: Drummer Boy Park

DATE OR DATES REQUESTED: Ten Tuesdays beginning 6/20/2023

TIME IN: 6 AM TIME OUT: 4 PM (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Flea market to benefit Brewster Dog Park

NATURE OF ACTIVITY TO TAKE PLACE: Flea market

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

NON-PROFIT ORGANIZATION: YES X NO _____

IRS # 84-3701193 TOTAL NUMBER OF PERSONS EXPECTED 100

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 25

ANY SPECIAL EQUIPMENT NEEDED?: No

PERSON RESPONSIBLE FOR THE OBLIGATIONS OF THE GROUP WHO WILL PAY THE BILL - NAME: Carma S. Scherzo, DVM

MAILING ADDRESS: P.O. Box 2186, Brewster, MA 02631

TELEPHONE NUMBER: _____

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

Signature: [Handwritten Signature]

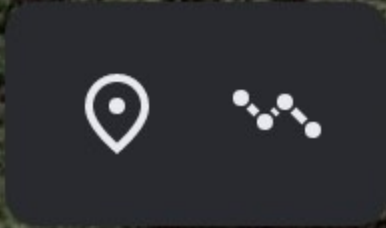
Telephone: _____

Vendors

NO PARKING

Parking

Park



Archived: Friday, May 5, 2023 11:17:57 AM

From: [Carmen Scherzo](#)

Mail received time: Mon, 1 May 2023 20:59:16

Sent: Monday, May 1, 2023 4:59:18 PM

To: [Erika Mawn](#)

Subject: Application for Facility Use

Importance: Normal

Sensitivity: None

Attachments:

[ApplicationDrummerBoyPark.pdf](#)  [InsuranceCertificate22.23.pdf](#) 

Hi Erika,

Attached find Friends of Brewster Dog Park application for the use of Drummer Boy Park this summer. Also attached is the proof of Insurance with the Town co-named insured.

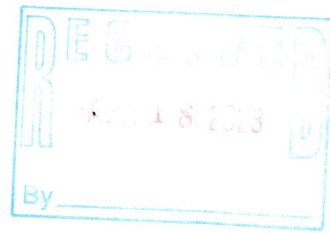
Friends of Brewster Dog Park, Inc ask the Select Board to waive any Town fees associated with the use of Drummer Boy Park on ten Tuesdays beginning June 20, 2023, as they did last year.

Let me know if there are any issues,

Carmen

Carmen S. Scherzo, DVM, President

Friends of Brewster Dog Park, Inc



April 11, 2023

Brewster Town Hall
Town of Brewster Selectmen
2198 Main Street
Brewster Ma 02631

Re: Request for Waiver of Fees

The Garden Club of Brewster requests a fee waiver for a temporary sign permit. The Club's annual Plant/Bake Sale will be held on Saturday May 20, 2023 at the Bible Alliance Church.

The Garden Club is a non-profit organization whose mission includes the year-round beautification of roadsides and several other public places in Brewster, i.e. Post Office, Ball Park, and Sea Camps pool area. The Plant /Bake Sale fundraiser supports scholarships and education grants for Brewster students and schools.

Thank you for your consideration of this request.

Cheryl Walker
President

Joanne Kenney
CO-Chair, 2023 Plant. Sale

860 - 716 - 2676

DISCHARGE OF MORTGAGE

Town of Brewster, a Massachusetts municipal corporation having its principal office at 2198 Main Street, Brewster, Massachusetts 02631, holder of a mortgage from Habitat for Humanity of Cape Cod, Inc. ("Habitat") to the Town of Brewster, dated April 2, 2019, recorded with Barnstable Registry of Deeds in Book 31928, Page 340, for consideration paid, acknowledges satisfaction of same.

The land with the buildings thereon located in Brewster, Barnstable County, Commonwealth of Massachusetts, commonly known and numbered 90, 95, 100, 105, 110, 115, 120 and 130 Paul Hush Way, more particularly described as follows:

Lots 7, 8, 9, 10, 11, 12, 13 and 14 on a plan entitled "Subdivision Plan of Land on a portion of 620 Tubman Road in Brewster, MA for Habitat for Humanity of Cape Cod, Inc.", dated February 23, 2016, by J.M. O'Reilly & Associates, Inc., recorded with the Barnstable Registry of Deeds in Plan Book 665 Page 63.

Being a portion of the Premises conveyed to Habitat by deed of Donald G. Smithson and Gail Smithson, dated September 26, 2014, recorded with Barnstable Registry of Deeds in Book 28445 Page 190.

In witness whereof, the said Town of Brewster has caused its corporate seal to be hereto affixed and these presents to be signed in its name and on its behalf by its Board of Selectmen, hereto duly authorized, this _____ day of _____ 2023.

TOWN OF BREWSTER
By its Board of Selectmen

David Whitney, Chair

Ned Chatelain, Vice-Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cynthia Bingham

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day _____ 2023, before me, the undersigned notary public,

personally appeared, proved to me through satisfactory evidence of identification, which was _____

(source of identification) to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the Town of Brewster, for its stated purpose.

Notary Public
My commission expires:

04-03-2019 @ 12:49P

<i>Mortgaged Premises:</i>	N O T	N O T
Lots 7 through 14	A N	A N
Paul Hush Way	O F F I C I A L	O F F I C I A L
Brewster, MA	C O P Y	C O P Y

	N O T	N O T
	A N	A N
	<u>TOWN OF BREWSTER</u>	
	O F F I C I A L	O F F I C I A L
	C O P Y	<u>MORTGAGE</u> C O P Y

Habitat for Humanity of Cape Cod, Inc., a Massachusetts non-profit corporation having its offices at 411 Main Street, Suite 6, Yarmouthport, MA 02675, hereinafter called the "Habitat",

for consideration paid,

grants to the **Town of Brewster**, a Massachusetts municipal corporation having its principal office at 2198 Main Street, Brewster, Massachusetts 02631, hereinafter called the "Town",

with MORTGAGE COVENANTS,

A mortgage on Lots 7 through 14 on the property located at Paul Hush Way, Brewster, Barnstable County, Massachusetts, which property is described more particularly in a deed, recorded with the Barnstable County Registry of Deeds in Book 28445, Page 190, with such improvements that may now or hereafter be constructed or placed thereon, as more particularly described in Exhibit A, attached hereto and incorporated herein (the "Mortgaged Premises"),

Said mortgage is to secure: (a) Habitat's performance of certain terms and conditions provided in a Community Preservation Act Grant Agreement (the "Grant Agreement") by and between Habitat and the Town, whereby the Town is providing **Two Hundred and 00/100 (\$200,000.00) Dollars** to fund the construction of eight (8) units of affordable housing, as described more particularly in the Grant Agreement; and (b) the payment of up to \$200,000.00 as evidenced in a certain Promissory Note of even date and compliance with the covenants hereof and in said Promissory Note.

Included as a part of the Mortgaged Premises are any and all buildings and other improvements, including, without limitation, any and all fixtures on the Mortgaged Premises, or hereafter constructed or placed thereon, prior to the full payments and discharge of this Mortgage.

A. Habitat hereby covenants that:

Habitat shall use the Mortgaged Premises solely for affordable housing purposes, as set forth more particularly in the Grant Agreement secured by this Mortgage.

1. Habitat shall perform and observe all of the terms and conditions of the Grant Agreement, including, without limitation, its obligation to construct on the Mortgaged Premises

1. Habitat shall perform and observe all of the terms and conditions of the Grant Agreement, including, without limitation, its obligation to construct on the Mortgaged Premises eight (8) dwelling units (the "Units") and to sell said Units to eligible households earning no more than 40% - 65% of the Area Median Income pursuant to the DHCY's LIP Program (the "Eligible Purchasers") at a price based on the annual household income of the eligible household and inclusion of all eight (8) Units on the Subsidized Housing Inventory, all as set forth and defined more particularly in the Grant Agreement.

A N
O F F I C I A L O F F I C I A L

2. Except for mortgages to public or quasi-public lenders (the "Senior Mortgages") whose funds are used for the Project, Habitat shall not alienate or encumber the Mortgaged Premises, other than the sale of the Units as provided in the Grant Agreement, without the prior written consent to the Town. The Town covenants and agrees to execute and deliver to Habitat a subordination of this Mortgage to the Senior Mortgage(s) in form reasonably acceptable to the Town.

3. Habitat shall perform all of its obligations under the Senior Mortgage(s), including Habitat's covenants to make payments when due. Habitat shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Mortgaged Premises, which may attain a priority over this Mortgage.

4. Habitat shall keep improvements now existing or hereafter erected on the Mortgaged Premises insured against loss by fire and other hazards included within the term "extended coverage."

5. Habitat will not use nor permit the Mortgaged Premises to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose.

6. Habitat shall keep the Mortgaged Premises in good repair and condition and shall not commit, permit or suffer any waste, impairment, or deterioration of the Mortgaged Premises or any part thereof.

7. Habitat is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Mortgaged Premises, and that the Mortgaged Premises are unencumbered, except for a Regulatory Agreement recorded with said Deeds in Book 29808, Page 233, the Mortgage granted to Cape Cod Five Cents Savings Bank., recorded in Book 31601, Page 293, and the other encumbrances set forth in Exhibit B, attached hereto and incorporated herein. Habitat warrants and covenants to defend generally the title to the Mortgaged Premises against all claims and demands, subject to encumbrances of record;

B. In the event Habitat sells or transfers the Mortgaged Premises other than the sale of the Units permitted under the Grant Agreement, or if Habitat defaults under any other provisions of the Note or this Mortgage, Habitat shall repay to the Town any outstanding principal on the Note.

C. No sale of the Mortgaged Premises and no forbearance on the part of the Town and no extension whether oral or in writing of the time for the payment of the debt hereby secured

given by Habitat shall operate to release, discharge, modify, change or affect the original liability of Habitat herein, either in whole or in part.

O F F I C I A L A N O F F I C I A L

D. If Habitat fails to perform the covenants and agreements contained in this Mortgage or the Grant Agreement, or if any action or proceeding is commenced which materially affects the Town's interest in the Mortgaged Premises, the Town, at the Town's option, upon notice to Habitat, may disburse such sums and take such actions as are necessary to protect the Town's interest, and any expenses so incurred by the Town including reasonable attorneys' fees, shall be secured by this Mortgage.

O P Y C O P Y

E. By acceptance of this Mortgage, the Town covenants and agrees to execute and deliver to Habitat partial releases from this Mortgage for each of the eight (8) Units that are conveyed to Eligible Purchasers in accordance with the Grant Agreement upon the recording of each deed that contains an Affordable Housing Deed Rider in a form approved by the DHCD LIP Program.

F. Habitat's interest under the Note and this Mortgage may not be transferred, assigned, or assumed without the written consent of the Town, which may be withheld in the Town's sole discretion. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Town and Habitat. All covenants and agreements of Habitat shall be joint and several.

This Mortgage is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of Habitat herein, or all covenants and agreements of Habitat contained in said Grant Agreement or the Promissory Note, shall be kept and fully performed, for any breach of which the Town shall have the STATUTORY POWER OF SALE.

If the Town invokes the STATUTORY POWER OF SALE, the Town shall mail a copy of a notice of sale of its interest in the Mortgaged Premises to Habitat and the Senior Lender and to any other person required by applicable law, in the manner provided by applicable law. The Town shall publish the notice of sale and its interest in the Mortgaged Premises shall be sold in the manner prescribed by applicable law. The Town or the Town's designee may purchase the Mortgaged Premises at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by the Senior Mortgage, if then in effect; (c) to all sums secured by this Mortgage; and (d) the excess, if any, to the person or persons legally entitled thereto.

Title reference: Being a portion of the Premises conveyed to Habitat by deed of Donald G. Smithson and Gail Smithson, dated September 26, 2014, recorded with the Registry in Book 28445, Page 190.

[end of document text – signature page follows]

EXECUTED as a sealed instrument this 2nd day of ~~March~~ April 2019.

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

HABITAT FOR HUMANITY OF CAPE COD, INC.

NOT AN OFFICIAL COPY

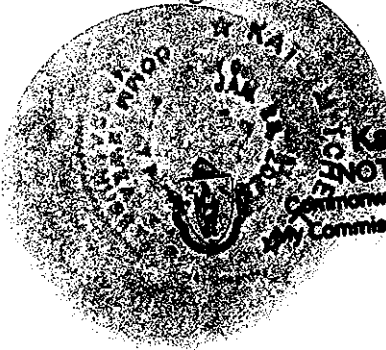
NOT AN OFFICIAL COPY
By: Nancy F. Smith
Nancy F. Smith, President

By: Linda A. Cebula
Linda A. Cebula, Treasurer

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

Barnstable County

On this 2nd day of April, 2019, before me, the undersigned notary public, personally appeared Nancy Smith, President of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of Habitat for Humanity of Cape Cod, Inc.



Kate Mitchell
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 2nd day of April, 2019, before me, the undersigned notary public, personally appeared Linda A. Cebula, Treasurer of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of Habitat for Humanity of Cape Cod, Inc.



Kate Mitchell
Notary Public
My commission expires:

N O T		N O T
A N	EXHIBIT A	A N
O F F I C I A L		O F F I C I A L
C O P Y		C O P Y

The parcels of land located on Paul Hush Way in Brewster, Barnstable County, Massachusetts, having an address of 90, ~~95, 100~~, 105, 110, 115, and 120 Paul Hush Way, being more specifically identified as follows:

A N		A N
O F F I C I A L		O F F I C I A L

Lots 7 through 14 as shown on a plan entitled "Subdivision Plan of Land on a Portion of 620 Tubman Road in Brewster, MA for Habitat for Humanity of Cape Cod, Inc.", dated February 23, 2016, by J.M. O'Reilly & Associates, Inc. and recorded with the Barnstable Registry of Deeds in Plan Book 665 Page 63.

Said lots being a portion of the premises conveyed to Habitat by deed recorded with the Registry in Book 28445, Page 190.

N O T A N O F F I C I A L C O P Y **EXHIBIT B Encumbrances** N O T A N O F F I C I A L C O P Y

1. Terms and provisions of an Order of Taking of easement for a town way in Tubman Road by the Town of Brewster on April 3, 1967, recorded with the Barnstable Registry of Deeds in Book 1362 Page 412.

O F F I C I A L C O P Y O F F I C I A L C O P Y

2. Rights, easements and covenants set forth in an Easement Agreement by and between Habitat for Humanity of Cape Cod, Inc. and Donald G. Smithson et al, dated October 11, 2014, recorded with said Deeds in Book 28445 Page 197.

3. Vesting contingencies set forth in a Deed from Habitat for Humanity of Cape Cod, Inc. to the Town of Brewster, dated October 11, 2014, and recorded with said Deeds in Book 28445 Page 213.

4. Terms and provisions of a Comprehensive Permit issued by the Brewster Board of Appeals [Case No. 15-31], dated February 9, 2016, and recorded with said Deeds in Book 29541 Page 247.

5. Terms and provisions of a License Agreement by and between NSTAR Electric Company, d/b/a Eversource Energy, and Habitat for Humanity of Cape Cod, Inc., dated August 19, 2016, and recorded with said Deeds in Book 29880 Page 155.

6. Rights and Easements given by Habitat for Humanity of Cape Cod, Inc. to NStar Electric Company d/b/a Eversource Energy, dated September 25, 2016 and recorded with said Deeds in Book 29963 Page 195.

7. Mortgage granted to Cape Cod Five Cents Savings Bank, dated October 17, 2018 and recorded in Book 31601, Page 293.

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register



WRITER'S E-MAIL: KBELL@SBASITE.COM
WRITER'S DIRECT DIAL: (561) 226-9268

sbasite.com

VIA EMAIL

April 21, 2023

Brewster Select Board
2198 Main Street
Brewster, MA 02631
Conor Kenny <ckenny@brewster-ma.gov>

Re: Indenture of Lease dated June 15, 1993 (the "Lease") by and between the Board of Selectmen of the Town of Brewster ("Lessor") and SBA Infrastructure, LLC, successor in interest to Dolphin Productions, Inc. ("SBA" and/or "Lessee"), in connection with real property located at 1151 Freemans Way, Brewster, MA 02631 (the "Premises")
SBA Site ID/SBA Site Name: MA13205-A/Brewster (the "Tower Site")

Mr. Kenny:

I am Corporate Counsel for SBA, the owner of the above-referenced Tower Site and Lessee under the above-referenced Lease. As requested, SBA is seeking Lessor's authorization to remove certain antennas, cables and mounting brackets utilized by Sprint n/k/a T-Mobile from the Tower Site. The relevant details are contained in the enclosed building permit application.

If you have any questions regarding this letter, please contact me at (561) 226-9268 or via e-mail at kbell@sbasite.com. I look forward to hearing from you.

Sincerely,

s/ Kaleb Bell

Kaleb Bell,
Senior Principal Corporate Counsel, Legal Operations

Enclosure

SEEN AND AGREED:

Brewster Select Board

By: _____
Name: _____
Title: _____

Town of Brewster

PERMIT # _____
MAP # 131
LOT # 1-10
DATE ISSUED _____

BUILDING DEPARTMENT
APPLICATION FOR PLAN REVIEW
AND
PERMIT TO BUILD

TOTAL \$ _____
DEPOSIT \$ _____
FEE \$ _____
FILING DATE _____

The undersigned hereby applies for a permit to build according to the following specifications and accompanying documents.

OWNER'S NAME SBA Infrastructure, LLC MAILING ADDRESS 8051 Congress Ave, Boca Raton, FL 33487

OWNER'S TEL. NO. () 617-803-1912

BUILDER'S NAME SBA Network Services, LLC ADDRESS 117 Precourt Street, Biddeford, Maine 04005

E-MAIL ADDRESS raiken@sbsite.com HOME IMPROVEMENT REGISTRATION NO. _____

BUILDER'S TEL. NO. () 617-803-1912 CONSTRUCTION SUPERVISOR'S LICENSE NO. 071639

LOCATION OF BUILDING (Street) 395 Freemans Way, Brewster, MA 02631 LOT SIZE _____

AREA ZONE R M _____ R L _____ R R _____ C H _____ V B _____ I X WATER SOURCE: Town _____ Well _____

CONSTRUCTION OF: NEW _____ ALTER X ADD _____ DEMOLISH _____ MOVE _____ MECHANICAL _____ MASONRY _____

TYPE OF BUILDING: ONE FAMILY RESIDENCE _____ COMMERCIAL BUILDING _____ GARAGE _____ DECK _____ SHED _____ FENCE _____

BRIEF DESCRIPTION OF PROPOSED WORK: Removal of Sprint antennas, cables and mounting brackets from tower and ground.

PROPOSED (Sq. Ft.): BASE./CELLAR _____ 1st FLOOR _____ 2nd FLOOR _____ OTHER _____ TOTAL _____

MECHANICAL CONTRACTOR _____ MASON _____ LICENSE NO. _____

HEATING SOURCE: GAS _____ OIL _____ ELECTRIC _____ F.H.W. _____ F.W.A. _____ RADIANT _____

HOT WATER HEATER: GAS _____ OIL _____ ELECTRIC _____ COOKING APPLIANCE: GAS _____ ELECTRIC _____

HOW NEAR IS PROJECT TO: STREET LINE _____ RIGHT SIDE LINE _____ LEFT SIDE LINE _____ REAR LINE _____

HAS A SEPTIC PERMIT APPLICATION BEEN FILED? YES _____ DATE _____ STATUS _____ NO _____

ESTIMATED COMPLETION COST? 10,000.00 ESTIMATED START 3/1/2023 ESTIMATED COMPLETION DATE 4/1/2023

Building must be started within six months of permit issuance, and proceed at a reasonable rate. Plumbing, electrical, gas, fire alarm, driveway, septic permits must be obtained if applicable.

ACCOMPANYING DOCUMENTS:

- SITE PLAN (Including proposed setbacks)
- FOUNDATION PLAN FLOOR PLANS
- TYPICAL X-SECTIONS ELEVATIONS
- ENERGY CALCULATIONS H.D.C.
- BOARD OF APPEALS CONSERVATION
- MATERIAL DISPOSAL FIRE DEPT.
- W.C. AFFIDAVIT(S) DPW

Applicant agrees to give the Building Dept. 48 hours notice for all required inspections.

The building must conform to the requirements of the Mass. State Building Code, 780 CMR, and all other pertinent laws, bylaws, codes and regulations.

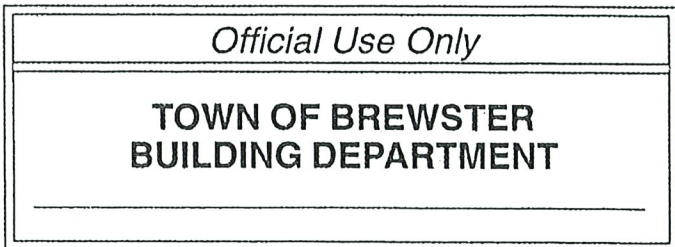
Owners pulling their own permit or dealing with unregistered contractors for applicable home improvement work do not have access to the arbitration program or guarantee fund under MGL C. 142A.

CERTIFICATE OF OCCUPANCY

No person shall use or occupy any new building or addition until a Certificate of Occupancy has been issued by the Building Department.

Owner _____

Agent for Owner _____



Items Friends of Brewster Dog Park, Inc. donated to Town of Brewster on
May 8, 2023, for Brewster Dog Park

1. Nautical fencing around beach grass island and plantings	\$5,000
2. One 8' Memorial bench placed in the Large Dog Area	\$2,500
3. Two 6' biscuit benches placed along sidewalk outside Park	\$4,000
4. Concrete pads for 5 benches	\$3,700
5. Gym for Dogs Agility Equipment in Small and Large Dog Area	\$5,000
6. Six shade trees	\$3,000
7. Plaques with donor chosen wording	\$562
8. Two sand rakes – one Small Dog Area and one in Large Dog Area	\$80

Total \$23,842



Town of Brewster

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

Office of:
Select Board
Town Manager

TO: Select Board
FROM: Peter Lombardi, Town Manager
RE: Part-time Energy Manager Position
DATE: May 5, 2023

The Town of Brewster has partnered with the Cape Light Compact (CLC) for the past two years on a pilot program to share an Energy Manager position. This individual has been employed full-time by CLC and works about 8 hours per week for the Town of Brewster. This position was initially funded through the Town's Green Communities designation grant and has now transitioned to being funded with a portion of the proceeds from the lease agreement for the carport solar array at the Captain's Golf Course driving range. The individual who has held this position since its inception has recently resigned from her position at CLC but has expressed interest in continuing to work in this capacity part-time for the Town.

This position has proven to be valuable over the past two years and we expect the role will expand in supporting the work of the newly reconstituted Energy & Climate Action Committee. The Select Board identified "developing and implementing an updated staffing and committee model that reflects the Town's commitment to comprehensively advancing energy, climate change, and resiliency initiatives" as one of the two Climate Mitigation & Adaptation goals in your FY23-24 Strategic Plan.

This part-time position is proposed as Grade 7 within the Personnel Bylaw, with an expected starting pay rate of approximately \$40/hour. \$22,375 in funding for this position is included in the FY24 Operating Budget. Working within this budget, the Town will likely be able to increase the hours of the new hire to 10/week. If the Select Board approves this personnel request, we will advertise the position and follow our standard hiring practices.



TOWN OF BREWSTER, MA JOB DESCRIPTION

Title: Energy Manager	Classification: Non-Union, Personnel Bylaw
Department: Town Manager's Office	Grade: 7
Reports to: Town Manager	FLSA Status: Non – Exempt
Effective Date: 05-08-23	

Summary

Position performs administrative, professional, and technical work responsible for managing, coordinating, and directing energy projects and programs for the Town Manager's Office. Performs all other related work as required.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Acts as point of contact for all Town energy projects. Reviews, monitors, and maintains current projects. Investigates potential new projects, assisting with proposal, lease, contract, and power purchase agreement reviews.

Regularly reviews production, usage, and credits on solar and/or wind off-taker projects, coordinating with project owner or third-party when appropriate; reconciles usage and credits of projects with Finance Director. Works with project owner or third-party consultant on maintenance of systems and review of outages, resolving issues when necessary.

Assists the Finance Director and Town Administration in reconciling and oversight of utility billing.

Develops and maintains a system for identifying, applying for, and managing energy grants that support the Town's mission, by working with Department Heads and Town staff in a collaborative manner.

Serves as lead on Green Communities projects; prioritize and track project implementation, work with department heads and/or staff on review, installation, training, and final inspection/sign off on projects.

Assists in the development of a Net Zero Roadmap for the Town, including, but not limited to climate mitigation goals and the development of charging infrastructure for and the purchasing of electric vehicles.

Provides staff support to Energy & Climate Action Committee and attends other local and regional meetings as required.

Takes an active role in conducting education and outreach about local and regional energy initiatives with the community.

Maintains accurate and detailed records, generates reports, correspondence, and other documents in accordance with local, state, and federal regulations.



TOWN OF BREWSTER, MA JOB DESCRIPTION

Responds to requests for information from government entities or other organizations and residents.

Performs similar or related work as required or as situation dictates.

Supervision

Supervision Scope: Performs various duties of a complex nature following acceptable standards of quality and performance, requires independent judgment in determining methods of completion and carrying out assignments.

Supervision Received: Works under general supervision of the Town Manager; requiring the ability to plan and perform operations, and to complete assigned tasks according to a prescribed time schedule.

Supervision Given: None

Recommended Minimum Qualifications

Education, Training and Experience

Bachelor's degree with preference for energy and/or public policy focus, and minimum three years of related work experience; administrative experience preferred; or an equivalent combination of education, training, and experience.

Knowledge: Knowledge of principles and practices of project management, research methods and report presentation, basic knowledge of budgeting, accounting and finance; knowledge of local, state, and federal laws and regulations as they pertain to project operations; knowledge of industry standards and best practices; knowledge and expertise with various local, state and federal funding mechanisms.

Ability: Ability to track and interpret industry trends and other market changes that impact energy efficiency; use and interpret graphical information such as construction plans, schematic drawings, flow charts, layouts and other visual aids, and electronic project management applications; interpret information accurately and make decisions according to existing laws, regulations and policies; ability to manage multiple projects of various complexities with competing priorities.

Skill: Strong analytical skills, interpersonal skills, management skills; excellent written and verbal communication skills, and customer service skills. Proficiency with computers in all office software along with various project management software applications.

Job Environment

- Work is performed under typical office conditions; work environment is moderately noisy.
- Operates computer, calculator, telephone, copier, facsimile machine, and other standard office equipment.
- Interacts with other town departments, town businesses, residents, the general public, town officials, project developers, and other governmental agencies.
- Has access to department-related confidential and/or sensitive information including financial records, the disclosure of which would cause a significant breach of trust and seriously damage the reputation of the department.
- Errors in judgment could result in damage to property, possible negative public relations for both the department and the town, and monetary loss or legal repercussions for the Town.



TOWN OF BREWSTER, MA JOB DESCRIPTION

Physical Requirements

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regularly required to walk, stand, sit, talk, and hear; operate objects, tools, or controls; pick up paper, files and other common office objects. Ability to view computer screens and work with details for extended periods of time. Must be able to communicate written and verbally. Vision and hearing at or correctable to normal ranges. May be required to lift/push equipment up to 25 pounds.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Pay Equity/Equal Opportunity/Americans with Disabilities Act Employer

Memorandum of Understanding
Between
Cape Light Compact JPE
and
Town of Brewster

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Cape Light Compact JPE (Compact) and the Town of Brewster (Town) to provide a part-time Compact staff member to fill the Town of Brewster's Energy Manager position.

Background

In 2020, the Town of Brewster approached the Cape Light Compact to staff the Town of Brewster's Energy Manager position with funds from the Green Communities Designation Grant to focus on the Town's energy matters. Given the success of this pilot program, both parties are interested in continuing this shared staffing arrangement. This position works for two half-days per week for the Town (for a maximum of 7.5 hours per week). The proposed two half-days are Thursdays from 12:45pm – 4:30pm and Fridays from 8:00am – 11:45am; however, the schedule may vary as mutually agreed upon.

Purpose

This MOU establishes the responsibilities of each party. The following is a list of current tasks that will be undertaken by the Energy Manager. This list is not exhaustive, but it represents current opportunities.

0 General

- Secure and maintain associated energy grants
- Provide monthly reporting/updates to appropriate parties (ie. Town Administration)
- Provide staff support to Energy Committee, including attending monthly meetings
- Investigate other opportunities for both energy savings and revenue (ie. Clean Peak standards)
- Communicate and conduct educational outreach on all energy initiatives to residents (content development and schedule for release)
- Support Town efforts to address climate mitigation and adaptation goals identified in the Municipal Vulnerability Preparedness Plan, Local Comprehensive Plan, Select Board Strategic Plan, and/or other relevant strategic initiatives Assist in developing and implementing a net zero energy roadmap for the Town

1a. Solar and/or Storage Projects

- Assist with proposal review, continued review of Schedule Z, installation schedule coordination, and maintenance of solar systems
- Work with vendors and CVEC to obtain local approval and program launch
- Track project implementation, work with department heads/ staff on review, installation, training and final inspection/sign-off
- Coordinate with CVEC, if applicable, on review on the accounts, usage, and production
- Primary role in regular reconciliation of usage and credits in coordination with finance office (who serves as a check)

- Work with CVEC and/or third-party consultant on maintenance of the systems (ie. overgrown around solar arrays) as well as data acquisition system review (i.e. production reports that shows lower than expected usage) and issue resolution
- Work with planning department on solar siting (and potential by-law change) to assure that sites are appropriate and in-line with community standards

1b. Green Communities

- Track project implementation, work with department heads/ staff on review, installation, training and final inspection/sign-off
- Prioritize projects for the next phase of competitive grants
- Utilize Mass Energy Insight (MEI) to track energy usage, create reports, and add new accounts
- Produce quarterly and annual reports for the DOER with project updates
- Coordinate with the Compact, National Grid, state agencies, and vendors as necessary to prioritize projects and track implementation
- Explore adding new facilities to the baseline year in MEI

2. Electric Vehicle (EV) Charging Infrastructure

- Assist with review of potential locations for EV charging infrastructure.
- Work with Eversource (as applicable), DOER, DEP or other associated infrastructure and equipment grants and funding.
- Coordinate onsite review and analysis of various systems
- Work with the Town and/or vendor on potential charging mechanisms and ongoing maintenance costs (ie. network charges)

Assumptions

- The Compact staff member will work both on-site and remotely.
- Town will:
 - o Identify Brewster's primary area of focus relative to energy projects
 - o Sign off on necessary documents
 - o Provide access to financial proof of payment, invoices, etc. that are necessary for grant applications, documentation, and/or reporting
 - o Coordinate access to buildings and sites (where necessary)
 - o Respond to inquiries from Compact as needed
 - o Identify a primary point of contact
 - o Provide feedback on priorities
 - o Provide suitable office space, when necessary, as well as access to email, shared files and other pertinent information.
- Cape Light Compact will:
 - o Provide necessary equipment such as a computer, mobile phone, office space, and general training
 - o Employ and supervise a full-time staff person and assign staff to serve as the part-time Brewster Energy Manager position.

Funding and Invoicing

Once the Green Communities Designation Grant funds have been fully spent, the Energy Manager position will be funded through solar lease payments for the carport photovoltaic installation at the Captains Golf Course. This funding will be used to reimburse the Cape Light Compact for \$409.81/week for 7.5 hours of work. Any cost of living or step increase that occurs during the term of this MOU will adjust the weekly reimbursement amount accordingly. In addition, the Town will reimburse the Compact for mileage (at the IRS rate) from the Compact’s office to the requested destination as well as any general reimbursable expenses. These will be billed monthly to the Town, and payment should be remitted within 45 days.

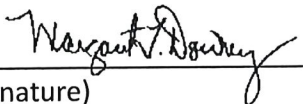
Duration


This MOU may be modified by mutual consent of authorized officials from Cape Light Compact JPE and the Town of Brewster. This MOU shall become effective upon signature by the authorized officials and will remain in effect through December 31, 2023 or until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Cape Light Compact JPE and the Town of Brewster this MOU shall end on December 31, 2023.

Contact Information

Cape Light Compact JPE
Margaret T. Downey
Administrator
261 Whites Path, Unit 4, South Yarmouth, MA 02664
508-375-6636
mdowney@capelightcompact.org

Town of Brewster
Peter Lombardi
Town Administrator
2198 Main Street, Brewster, MA 02631
508-896-3701
plombardi@brewster-ma.gov

 Date: 12/6/2022
(Signature)
(Margaret T. Downey, Cape Light Compact JPE, Administrator)

 Date: 12/7/22
(Signature)
(Peter Lombardi, Town of Brewster, Town Administrator)

Memorandum of Understanding

Between

Cape Light Compact JPE

and

Town of Brewster

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Cape Light Compact JPE (Compact) and the Town of Brewster (Town) to provide a part-time Compact staff member to fill the Town of Brewster's Energy Manager position.

Background

In 2020, the Town of Brewster approached the Cape Light Compact to staff the Town of Brewster's part-time Energy Manager position with funds from the Green Communities Designation Grant to focus on the Town's energy matters. This position works for two half-days per week for the Town (for a total of 7.5 hours per week). The proposed two half-days are Thursdays from 12:45pm – 4:30pm and Fridays from 8:00am – 11:45am.

Purpose

This MOU will establish the responsibilities of each party.

The following is a list of current tasks that could be undertaken by an Energy Manager for the Town of Brewster. This list is not exhaustive, but it represents current opportunities.

0 General

- Secure and maintain associated energy grants
- Coordinate with other overlapping grants/efforts (ie. MVP), if applicable
- Provide monthly reporting/updates to appropriate parties (ie. Town contact, Select Board)
- Attend the energy committee meetings, as necessary (at most monthly meetings)
- Investigate other opportunities for both energy savings and revenue (ie. Clean Peak standards)
- Communication and educational outreach on all energy initiatives to residents (content development and schedule for release). Town to disseminate through traditional avenues.
- Climate initiatives and alignment with the anticipated Town Meeting warrant on net zero emissions

1a. Solar and/or Storage Projects (most timely of all tasks)

- Assist with proposal review, internal review of Schedule Z, installation schedule coordination, and maintenance of solar systems.
- Work with vendors and CVEC to obtain local approval and program launch
- Track project implementation, work with department heads/ staff on review, installation, training and final inspection/sign-off

- Coordinate with CVEC, if applicable, on review on the accounts, usage, and production.
- Primary role in regular reconciliation of usage and credits in coordination with finance office (who serves as a check)
- Work with CVEC and/or third-party consultant on maintenance of the systems (ie. overgrown around solar arrays) as well as data acquisition system review (i.e. production reports that shows lower than expected usage) and issue resolution
- Work with planning department on solar siting (and potential by-law change) to assure that sites are appropriate and in-line with community standards

1b. Green Communities

- Track project implementation, work with department heads/ staff on review, installation, training and final inspection/sign-off
- Prioritize projects for the next phase – Competitive Grants – most likely Fall 2021 or beyond
- Coordinate with Green Communities’ REPA point-of-contact

* These tasks are currently under the DOER’s Regional Energy Planning Assistance (REPA) Grant with funding until May 31, 2021, but it could continue past this time.

2. Electric Vehicle (EV) Charging Infrastructure

- Assist with review of potential locations for EV charging infrastructure.
- Work with Eversource (as applicable), DOER, DEP or other associated infrastructure and equipment grants and funding.
- Coordinate onsite review and analysis of various systems
- Work with the Town and/or vendor on potential charging mechanisms and ongoing maintenance costs (ie. network charges)

Assumptions

- The Compact staff member will work both on-site and remotely.
- Town will:
 - o Identify Brewster’s primary area of focus relative to energy projects
 - o Sign off on necessary documents
 - o Provide access to financial proof of payment, invoices, etc. that are necessary for grant applications, documentation, and/or reporting
 - o Coordinate access to buildings and sites (where necessary)
 - o Respond to inquiries from Compact as needed
 - o Identify a primary point of contact
 - o Provide feedback on priorities
 - o Provide suitable office space, when necessary, as well as access to email, shared files and other pertinent information.
- Cape Light Compact will:
 - o Provide necessary equipment such as a computer, mobile phone, office space, and general training
 - o Employ and supervise a full-time staff person and assign staff to serve as the part-time Brewster Energy Manager position.

Funding and Invoicing

The Town was awarded funding from the Department of Energy Resource’s Green Communities Program for their Designation Grant for an Energy Manager. This funding will be used to reimburse the Cape Light Compact for \$386.28/week for 7.5 hours of work in Year 1. Future years will be funded with a portion of proceeds from a lease agreement related to the solar carport at the Captain’s Golf course driving range parking lot. In addition, the Town will reimburse the Compact for mileage (at the IRS rate) from the Compact’s office to the requested destination as well as any general reimbursable expenses. These will be billed monthly to the Town, and payment should be remitted within 45 days.

Duration

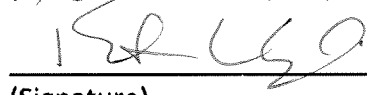
This MOU may be modified by mutual consent of authorized officials from Cape Light Compact JPE and the Town of Brewster. This MOU shall become effective upon signature by the authorized officials and will remain in effect until June 30, 2022 or until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Cape Light Compact JPE and the Town of Brewster, this MOU shall end effective June 30, 2022. It is the intent of both parties to continue this MOU beyond the initial one (1) calendar year term provided that the arrangement proves to be mutually beneficial.

Contact Information

Cape Light Compact JPE
Margaret T. Downey
Administrator
261 Whites Path, Unit 4, South Yarmouth, MA 02664
508-375-6636
mdowney@capelightcompact.org

Town of Brewster
Peter Lombardi
Town Administrator
2198 Main Street, Brewster, MA 02631
508-896-3701
plombardi@brewster-ma.gov

 Date: 3/21/21
(Signature)
(Margaret T. Downey, Cape Light Compact JPE, Administrator)

 Date: 5/21/21
(Signature)
(Peter Lombardi, Town of Brewster, Town Administrator)



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

Office of:
Human Resources

MEMORANDUM

TO: Select Board
FROM: Susan Broderick, Human Resources Director & Mike Gradone, Recreation Director
RE: Junior Lifeguard Position, Fixed Rate and Salary Scale
DATE: May 4, 2023

The Recreation Department would like to create a new seasonal position, Junior Lifeguards. State law requires Lifeguards to be at least 16 years old. The position of Junior Lifeguards will allow a person under the age of 16 to obtain their certification, however, they are not allowed to handle emergency procedures or rescues directly or physically. The primary responsibilities of the Junior Lifeguard position will be to assist pond and pool lifeguards with general supervision, equipment, and maintenance. They will also be able to assist with swimming lessons under the supervision of a Water Safety Instructor. Adding this position will also aid in the recruitment of Lifeguards in future years.

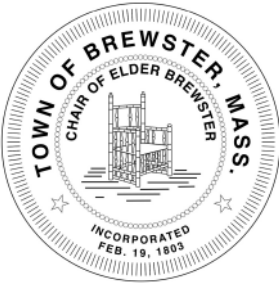
**TOWN OF BREWSTER
PERSONNEL BYLAW EMPLOYEES
FIXED RATE AND SALARY SCALE**

The following employees do not receive automatic annual cost of living increases or step/merit increases. The Select Board shall review these wage rates from time to time at their discretion with respect to market conditions.

SEASONAL & ANNUAL PART-TIME POSITIONS: Edit Date: May 4, 2023		FY2022		FY2023		FY2024	
		Min	Max	Min	Max	Min	Max
1	<u>Board of Registrars:</u>						
	Head Registrar	\$14.00	\$14.75	\$14.75	\$15.50	\$15.50	\$16.50
	Registrars	\$13.75	\$14.50	\$14.50	\$15.25	\$15.25	\$16.25
	Assistant Registrars	\$13.50	\$14.25	\$14.25	\$15.00	\$15.00	\$16.00
2	<u>Election Workers:</u>						
	Wardens	\$14.40	\$15.15	\$15.15	\$15.75	\$15.75	\$16.75
	Deputy Wardens	\$14.10	\$14.85	\$14.85	\$15.50	\$15.50	\$16.50
	Clerks	\$13.80	\$14.55	\$14.55	\$15.25	\$15.25	\$16.25
	Checkers & Counters	\$13.50	\$14.25	\$14.25	\$15.00	\$15.00	\$16.00
3	<u>Police Department (Part-time):</u>						
	Police Matrons						
	a. Day (8am - Midnight)	\$13.50	\$17.00	\$16.00	\$22.00	\$17.00	\$23.00
	b. Night (Midnight - 8am)	\$15.50	\$21.00	\$17.00	\$23.00	\$18.00	\$24.00
	Police Dispatchers (Part-time)	\$15.50	\$21.50	\$17.00	\$23.00	\$18.00	\$24.00
4	<u>Inspector Positions (Incl. Trans):</u>						
	Alternate Building Commissioner	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Gas Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Assistant Gas Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Assistant Building Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Plumbing Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Assistant Plumbing Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Wiring Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A
	Assistant Wiring Inspector	\$42.00	N/A	\$44.00	N/A	\$45.00	N/A

SEASONAL & ANNUAL PART-TIME POSITIONS: Edit Date: May 4, 2023		FY2022		FY2023		FY2024	
		Min	Max	Min	Max	Min	Max
5	<u>Natural Resources Department:</u>						
	Water Quality/Asst. Constable	\$13.50	\$15.75	\$14.25	\$16.25	\$15.00	\$17.50
	Shellfish Laborer/Warden	\$13.50	\$15.00	\$14.25	\$16.25	\$15.00	\$17.50
	Natural Resources Assistant	\$17.00	\$20.00	\$17.00	\$20.00	\$18.00	\$22.00
6	<u>Stony Brook Mill</u>						
	Alewife Warden (Annual Stipend)	\$1,100.00	N/A	\$1,100.00	N/A	\$1,000.00	N/A
	Miller (Annually)	\$1,500.00	N/A	\$1,500.00	N/A	\$1,500.00	N/A
7	<u>Recreation Department:</u>						
	Program Coordinator	\$14.00	\$19.00	\$15.00	\$20.00	\$ 16.00	\$ 21.00
	Seasonal Department Asst	\$14.00	\$17.00	\$15.00	\$23.00	\$ 20.00	\$ 28.00
	Program Instructor	\$15.00	\$20.00	\$16.00	\$21.00	\$ 17.00	\$ 22.00
	Assistant Program Instructor	\$14.00	\$18.00	\$15.00	\$19.00	\$ 16.00	\$ 20.00
	Referee & Umpires	\$40.00	\$70.00	\$50.00	\$80.00	\$ 50.00	\$ 80.00
	Swim Program Director	\$15.00	\$20.00	\$16.00	\$21.00	\$ 17.00	\$ 22.00
	Assistant Swim Director	\$14.00	\$17.00	\$15.00	\$18.00	\$ 16.00	\$ 19.00
	Head Lifeguard	\$16.00	\$22.00	\$17.00	\$28.00	\$ 22.00	\$ 28.00
	Water Safety Instructors	\$14.00	\$19.00	\$15.00	\$26.00	\$ 20.00	\$ 26.00
	Junior Lifeguards	New in FY23/24		\$17.00	\$23.00	\$17.00	\$23.00
	Lifeguards	\$14.00	\$19.00	\$15.00	\$26.00	\$ 20.00	\$ 26.00
	Pool Attendant	New in FY23/24		\$16.00	\$22.00	\$16.00	\$22.00
	Pool Manager	New in FY23/24		\$26.00	\$32.00	\$26.00	\$32.00
	Beach Monitor/Ambassador	\$15.00	\$22.00	\$15.00	\$22.00	\$15.00	\$22.00
	Gate Attendant	\$15.00	\$22.00	\$15.00	\$22.00	\$16.00	\$22.00
	Playground Director	\$18.00	\$24.00	\$19.00	\$25.00	\$ 20.00	\$ 26.00
	Playground Assistant Director	\$16.00	\$21.00	\$17.00	\$22.00	\$ 18.00	\$ 22.00
	Head Counselor	\$15.00	\$20.00	\$16.00	\$21.00	\$ 17.00	\$ 22.00
	Counselors - Playground	\$13.50	\$16.50	\$14.25	\$17.50	\$ 16.00	\$ 18.50
	Playground Junior Leaders	\$13.50	\$16.00	\$14.25	\$17.00	\$ 16.00	\$ 18.00
Tennis Director	\$17.00	\$22.00	\$18.00	\$23.00	\$ 19.00	\$ 24.00	
Assistant Tennis Director	\$16.00	\$19.00	\$17.00	\$20.00	\$ 18.00	\$ 21.00	
Tennis Instructor	\$14.00	\$17.00	\$15.00	\$18.00	\$ 16.00	\$ 19.00	

SEASONAL & ANNUAL PART-TIME POSITIONS: Edit Date: May 4, 2023		FY2022		FY2023		FY2024	
		Min	Max	Min	Max	Min	Max
	Sailing Director	\$17.00	\$22.00	\$18.00	\$23.00	\$ 19.00	\$ 24.00
	Assistant Sailing Director	\$16.00	\$19.00	\$17.00	\$20.00	\$ 18.00	\$ 21.00
	Sailing Instructor	\$14.00	\$18.00	\$15.00	\$19.00	\$ 16.00	\$ 20.00
8	<u>Captains Golf Course:</u>						
	Seasonal Grounds Worker	\$13.50	\$20.00	\$14.25	\$20.00	\$15.00	\$21.00
	Seasonal Clubhouse/Proshop Shift Worker	\$13.50	\$16.00	\$14.25	\$17.00	\$15.00	\$18.00
	Seasonal Golf Operations Workers	\$13.50	\$15.00	\$14.25	\$16.00	\$15.00	\$17.00
9	<u>Other Departments:</u>						
	Clerical Support - Previously in scale, removed in FY15			\$15.00	\$22.00	\$15.00	\$22.00
	Temporary Laborer	\$13.50	\$19.50	\$15.00	\$20.50	\$16.00	\$22.00
	Permit Sales Clerks	\$14.00	\$18.00	\$15.00	\$19.00	\$16.00	\$20.00
	Permit Sales Office Supervisor	\$15.00	\$20.00	\$16.00	\$22.00	\$17.00	\$23.00
	Custodian (Part-time)	\$14.00	\$19.50	\$15.00	\$20.50	\$16.00	\$22.00
	Public Health Nurse	\$30.00	\$40.00	\$30.00	\$40.00	\$30.00	\$40.00



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: May 4, 2023
RE: Seasonal Liquor License- Guapos's Taco Shack, LLC

Guapos's Taco Shack, LLC located at 239 Underpass Road is applying for a Seasonal All Alcoholic Beverages Liquor License. The Town of Brewster currently has seven establishments that hold Seasonal Liquor Licenses. Seasonal Liquor Licenses are valid from April 1st through December 31st each year and are available for renewal. The proposed hours of liquor sales for Guapo's Taco Shack are 11am until 8pm daily. The proposed manager, Bernardo Macedo has been fingerprinted by the Brewster Police Department and the return results received were satisfactory.

The following departments have also reviewed the application and have provided the following feedback:

- Building Department- An Annual 110 safety inspection will be scheduled as they approach an opening date.
- Health Department- The new owners will be installing a new septic system prior to opening. Paperwork for the food service permit has been submitted for review. A preliminary pre-operational food inspection was completed at the owner's request. A more formal inspection will be completed once they have progressed further.
- Fire Department- There are no outstanding fire related violations for this property and there are no problems or concerns with the applications.
- Police Department- In regard to the permitted locations on the property for the sale/consumption of alcohol, there should be clear delineation and signage to remind people "No Alcohol Beyond This Point".
- Town Administration Office- The office has been in communication with the attorney regarding the Seasonal Liquor License. The attorney was advised that the property is not up to date on real estate taxes at this time and licenses/permits will not be issued until this has been corrected. Once approved the application will be sent to the Alcoholic Beverages Control Commission for final approval. Seasonal Licenses are granted between April 1 and December 31st each year and are renewable by the manager of record. The manager of record fingerprinting was completed through the Police Department.
- Planning Department – Review of the application doesn't warrant any concerns.



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 at a Select Board meeting. Please allow up to 4 weeks for processing, submit to Town Manager's office or emawn@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: Guapos's Taco Shack, LLC
Applicant's Address: 239 Underpass Road, Brewster MA 02631
Telephone # and Email Address: [REDACTED] [REDACTED]

Section 2: Business Information

Business Name and d/b/a (if applicable): Guapos Taco Shack, LLC D/B/A Guapo's Resturant
Business Address: 239 Underpass Road, Brewster, MA 02631
Business Mailing Address: Same
Proposed Hours of Operation: 11:00Am to 8:00pm 7 Days Per Week
Proposed Hours of Liquor Sales: 11:00am to 8:00pm

Description of premises:

The premises has a main floor with a dining area, kitchen, and bathroom along with a basement area for storage, mechanicals, and office space. There is a outdoor patio area available for seating.

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.

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: 03/30/23

Internal Use Only:

Application Received: 04/04/2023 Fingerprint Results Received: 04/11/2023 Public Hearing Date: 05/08/2023

Department Review: completed LLA Decision: _____ ABCC Submission Date: _____ ABCC Decision: _____

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 5c0235e4-a026-49ab-ae27-489d72b60457

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Guapo's Restaurant	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 4/4/2023 1:57:47 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Guapo's Restaurant

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
JAMES

Last Name:
NORCROSS

Address:
34 MARTHAS LANE

City:
HARWICH

State:
MA

Zip Code:
02645

Email Address:
JMNORCROSS@RILEYANDNORCROSS.COM



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

BREWSTER

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Seasonal

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

THE APPLICANT WILL BE OPERATING A 35 SEAT RESTAURANT SERVING MEXICAN CUISINE, INCLUDING TACOS, NACHOS, SALADS, AND BURRITOS. THE FOOD WILL ALSO BE AVAILABLE FOR TAKE-OUT.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	GUAPOS TACO SHACK, LLC	FEIN	92-2799472
DBA	GUAPOS RESTAURANT	Manager of Record	BERNARDO P. MACEDO
Street Address	[REDACTED] EASTHAM, MA 02642		
Phone	[REDACTED]	Email	[REDACTED]
Alternative Phone	[REDACTED]	Website	[REDACTED]

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

THE PREMISES HAS A MAIN FLOOR WITH A DINING AREA, KITCHEN, AND BATHROOM ALONG WITH A BASEMENT AREA FOR STORAGE, MECHANICALS, AND AN OFFICE. THERE IS ALSO AN OUTDOOR PATIO AREA AVAILABLE FOR SEATING.

Total Square Footage:	800	Number of Entrances:	2	Seating Capacity:	35
Number of Floors	2	Number of Exits:	2	Occupancy Number:	8

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	JAMES M. NORCROSS, ESQ.	Phone:	508-945-5400
Title:	ATTORNEY	Email:	JAMESMNORCROSS@RILEYANDNORCROSS.COM

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	Feb 27, 2023
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
THOMAS P. KENNEDY, JR.	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MANAGER AND MEMBER	25% (JOINTLY)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
PATRICIA KENNEDY	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MANAGER AND MEMBER	25% (JOINTLY)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
BERNARDO P. MACEDO	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MANAGER AND MEMBER	75%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name GUAPOS BREWTER, LLC

Landlord Phone [REDACTED]

Landlord Email [REDACTED]

Landlord Address [REDACTED]

Lease Beginning Date APRIL 15, 2023

Rent per Month \$4,100.00

Lease Ending Date APRIL 14, 2025

Rent per Year \$49,200.00

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$400,000.00
B. Purchase Price for Business Assets	\$250,000.00
C. Other * (Please specify below)	\$70,000.00
D. Total Cost	\$720,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
THOMAS P. KENNEDY JR. AND PATRICIA KENNEDY	\$705,000.00
BERNARDO P. MACEDO	\$15,000.00
Total	\$720,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

APPLICANT'S STATEMENT

I, BERNARDO P. MACEDO the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of GUAPOS TACO SHACK, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: MARCH 29, 2023

Title:

MANAGER

ENTITY VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."


A true copy attest,


Corporate Officer /LLC Manager Signature

Bernardo Macedo
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

Bernardo Macedo
(Print Name)



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street, First Floor
 Boston, MA 02114

DEBORAH B. GOLDBERG
 TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	GUAPOS TACO SHACK, LLC	CITY/TOWN:	BREWSTER
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APPLICANT INFORMATION

LAST NAME:	MACEDO	FIRST NAME:	BERNARDO	MIDDLE NAME:	P.
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	BRAZIL		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:		WEIGHT:	
				EYE COLOR:	BROWN
CURRENT ADDRESS:					
CITY/TOWN:	EASTHAM	STATE:	MA	ZIP:	02642
FORMER ADDRESS:					
CITY/TOWN:	CHATHAM	STATE:	MA	ZIP:	02633

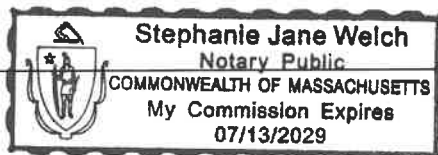
PRINT AND SIGN

PRINTED NAME:	BERNARDO P. MACEDO	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this 29TH DAY OF MARCH, 2023 before me, the undersigned notary public, personally appeared BERNARDO P. MACEDO
 (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**JEAN M. LORIZIO, ESQ.
CHAIRMAN**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Patricia Guapo's Taco Shack LLC	CITY/TOWN:	Brewster, MA
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APPLICANT INFORMATION

LAST NAME:	Kennedy	FIRST NAME:	Patricia	MIDDLE NAME:	W
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Charlottesville, VA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Alabama
GENDER:	FEMALE	HEIGHT:		WEIGHT:	
EYE COLOR:		CURRENT ADDRESS:			
CITY/TOWN: Miami Beach STATE: FL ZIP: 33139					
FORMER ADDRESS:					
CITY/TOWN: Brester STATE: MA ZIP: 02631					

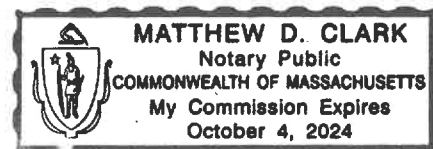
PRINT AND SIGN

PRINTED NAME:	Patricia W. Kennedy	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------------	-------------------------------	--

NOTARY INFORMATION

On this 3rd Day of April 2023 before me, the undersigned notary public, personally appeared Patricia W. Kennedy (name of document signer), proved to me through satisfactory evidence of identification, which were FL Driver Licence to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**JEAN M. LORIZIO, ESQ.
CHAIRMAN**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Gvapor Taco Shack LLC	CITY/TOWN:	Brewster, MA
---	--	----------------	-----------------------	------------	--------------

APPLICANT INFORMATION


LAST NAME:	Kennedy	FIRST NAME:	Thomas	MIDDLE NAME:	R
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Acushnet, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	WOODY	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Alabama
GENDER:	MALE	HEIGHT:		WEIGHT:	
EYE COLOR:					
CURRENT ADDRESS:					
CITY/TOWN:	Miami Beach	STATE:	FL	ZIP:	33139
FORMER ADDRESS:					
CITY/TOWN:	Brester	STATE:	MA	ZIP:	02631

PRINT AND SIGN

PRINTED NAME:	Thomas R. Kennedy	APPLICANT/EMPLOYEE SIGNATURE:	<i>TR Kennedy</i>
---------------	-------------------	-------------------------------	-------------------

NOTARY INFORMATION

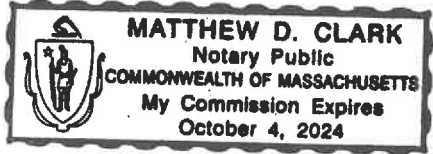
On this 3rd Day of April 2023 before me, the undersigned notary public, personally appeared Thomas R. Kennedy (name of document signer), proved to me through satisfactory evidence of identification, which were FL Driver Licence to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


 NOTARY


DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



MASSACHUSETTS DRIVER'S LICENSE



40 ISS 02/25/2020
41 EXP 03/24/2025
CLASS DM 12 REST NONE
44 NUMBER [REDACTED]
1 MACEDO
2 BERNARDO PEREIRA [REDACTED]
13 EYES HAZ
14 SEX M [REDACTED]
03/24/83

Carroll J. Rubin, REGISTRAR

MASSACHUSETTS REGISTER OF MOTOR VEHICLES

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

GUAPOS TACO SHACK, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

**239 UNDERPASS ROAD
BREWSTER, MA 02631**

- (3) The general character of the business:

THE GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS THE OWNERSHIP AND MANAGEMENT OF A RESTAURANT AND TO ENGAGE IN ANY OTHER LAWFUL ACT OR ACTIVITY PERMITTED BY M.G.L. C. 156C.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
BERNARDO P. MACEDO	28 SANDY MEADOW WAY EASTHAM, MA 02642

- (6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
BERNARDO P. MACEDO	28 SANDY MEADOW WAY EASTHAM, MA 02642

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

NAME ADDRESS

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME ADDRESS
BERNARDO P. MACEDO 28 SANDY MEADOW WAY
EASTHAM, MA 02642

- (9) Additional matters:

Signed by (by at least one authorized signatory): _____



Consent of resident agent:

I BERNARDO P. MACEDO

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

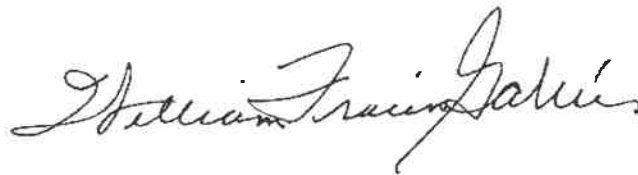
**or attach resident agent's consent hereto.*

THE COMMONWEALTH OF MASSACHUSETTS

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

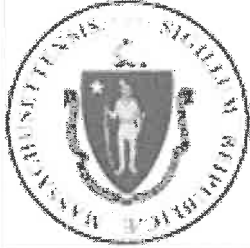
deemed to have been filed with me on:

February 27, 2023 04:45 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001640038

The date of filing of the original certificate of organization: 2/27/2023

1.a. Exact name of the limited liability company: GUAPOS TACO SHACK, LLC

1.b. The exact name of the limited liability company as amended, is: GUAPOS TACO SHACK, LLC

2a. Location of its principal office:

No. and Street: 239 UNDERPASS RD.
City or Town: BREWSTER State: MA Zip: 02631 Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS THE OWNERSHIP AND MANAGEMENT OF A RESTAURANT AND TO ENGAGE IN ANY OTHER LAWFUL ACT OR ACTIVITY PERMITTED BY M.G.L. C. 156C.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BERNARDO P. MACEDO
No. and Street: [REDACTED]
City or Town: EASTHAM State: MA Zip: 02642 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BERNARDO P. MACEDO	[REDACTED]
MANAGER	THOMAS R. KENNEDY JR.	[REDACTED]
MANAGER	PATRICIA KENNEDY	[REDACTED]

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BERNARDO P. MACEDO	[REDACTED]
REAL PROPERTY	THOMAS R. KENNEDY JR.	[REDACTED]
REAL PROPERTY	PATRICIA KENNEDY	[REDACTED]

9. Additional matters:

10. State the amendments to the certificate:

THE CERTIFICATE HAS BEEN AMENDED TO ADD THOMAS R. KENNEDY JR. AND PATRICIA KENNEDY AS MANAGERS AND REAL PROPERTY SIGNATORIES FOR THE COMPANY.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

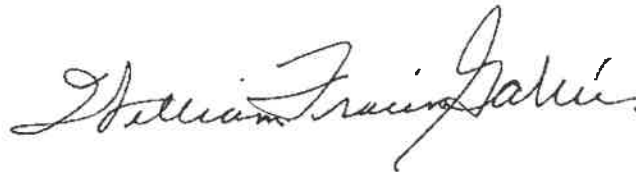
SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of March, 2023,
PATRICIA KENNEDY , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

March 06, 2023 05:19 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



BALDWIN BROTHERS
The evolution of investment

March 28, 2023

RE: Thomas & Patricia Kennedy

To Whom It May Concern:

As Chief Executive Officer and Partner of the investment advisory firm of Baldwin Brothers LLC, located in Marion, Massachusetts, I can attest to the fact that we manage for the Kennedy's, portfolios of liquid stocks and bonds well in excess of \$700,000.

If further information is necessary, please do not hesitate to contact me.

Very truly yours,

John Mannix
Chief Executive Officer, Managing Partner
Baldwin Brothers LLC

BALDWIN BROTHERS, LLC.

204 SPRING ST., MARION, MA 02738
PHONE (508) 748-0800

P.O. Box 576, 145 FRONT ST., MARION, MA 02738
PHONE (508) 748-1665

WWW.BALDWIN-LLC.COM

COMMERCIAL REAL ESTATE LEASE

This Lease Agreement ("Lease") is executed as of April 15, 2023 by and between: **GUAPOS BREWSTER, LLC**, with an address of P.O. Box 128, South Harwich, Massachusetts 02661 ("Landlord"), and **GUAPOS TACO SHACK, LLC**, with an address of 239 Underpass Road, Brewster, Massachusetts 02631 ("Tenant"). The parties agree as follows:

- 1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building, parking spaces and all other improvements located at 239 Underpass Road, Brewster, Massachusetts 02631 (herein the "Premises").
- 2. TERM.** The lease term shall be two (2) years, commencing at 12:01 AM on April 15, 2023, and ending at 11:59 PM on April 14, 2025.
- 3. LEASE PAYMENTS.** The Tenant shall pay to the Landlord rent in the total sum of One Hundred Thousand Three Hundred Sixty Eight and 00/100 Dollars (\$100,368.00) (herein the "Base Rent"), payable in advance in monthly installments as follows:

Year 1: \$4,100.00 per month (\$49,200.00 for the year)

Year 2: \$4,264.00 per month (\$51,168.00 for the year)

All payments to be made by the Tenant to the Landlord as rent hereunder shall be made by the Tenant to the Landlord on or before the first day of each calendar month.

- 4. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Tenant agrees to accept possession of the building and improvements in its present condition.

All property of every kind which may be on said demised unit during the term hereof shall be at the sole risk of Tenant or those claiming under Tenant and the Landlord shall not be liable to Tenant, or to any person claiming under Tenant, for any injury, loss or damage to any person or property in or upon said demised Premises, or upon the parking lot contiguous thereto, except if such loss, injury or damage was caused by an intentional or wrongful act, omission, or default on the part of the Landlord or any of its agents, contractors, customers, or employees. Tenant hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, and to save Landlord harmless therefrom. It is further especially understood and agreed that Landlord shall not be liable for any failure of water supply, gas supply, or electric current, or for injury or damage which may be sustained to person or property by Tenant or any person claiming under Tenant, caused by or resulting from steam, electricity, gas, water, rain, ice or by snow or other liquid, which may leak or flow from or into any part of

said building or caused by the breakage, leakage, obstruction or other defect of pipes, wiring, appliances, plate glass, plumbing or lighting fixtures of the same, or by the condition of said Premises or any part thereof, or from any other source or by any other cause whatsoever, whether the said damage or injury shall be caused by or be due to the negligence of Landlord, Landlord's agents, servants, or employees, except if such loss, injury or damage was caused by an intentional or wrongful act on the part of the Landlord or any of its agents or employees.

5. USE OF PREMISES. Tenant may use the Premises for the operation of a restaurant providing both in-person dining and take out. The Premises may not be used for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except, however, that Landlord shall have the right to withhold such consent if, in the sole discretion of Landlord, such other purposes or uses are deemed by Landlord to conflict or be incompatible with any other tenants, or Landlord's scheme of operation.

6. DEFAULTS. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performances of any of its covenants herein contained, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within fourteen (14) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for fourteen (14) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases, after the expiration of the aforesaid fourteen (14) day period, Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claiming through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

7. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in

writing by hand to the other party or its agent in charge, or forwarded by first class mail, postage prepaid, addressed as follows:

LANDLORD:

Name: GUAPOS BREWSTER, LLC

Address: P.O. Box 128, South Harwich, MA 02661

TENANT:

Name: GUAPOS TACO SHACK, LLC

Address: 239 Underpass Road, Brewster, MA 02631

Such addresses may be changed from time to time by either party by providing notice as set forth above.

8. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, by mutual agreement and if the writing is signed by the party obligated under the amendment.

9. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

11. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

12. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. LATE PAYMENTS. Tenant shall pay a late fee equal to three percent (3%) of rent due for each payment that is not paid within seven (7) business days after its due date. Tenant agrees to pay Landlord interest at a rate of ten percent (10%) per annum (or the maximum rate permitted

by applicable law, whichever is less) on all unpaid rent, additional rental or other sums due hereunder that are not paid when such amounts are due and payable. Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount then due under this Lease, including any and all late charges, interest and attorneys' fees that may then be due from Tenant in accordance with the express terms of this Lease.

14. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a payment for the Holdover Period equal to one-tenth of the annual rent set forth in the preceding Lease Payments paragraph, calculated as to the then-current year, for each month or portion thereof that Tenant holds over. Such holdover shall constitute a month-to-month extension of this Lease, but shall not in any event create a new or renewed tenancy.

15. NON-SUFFICIENT FUNDS. Tenant shall be charged and agrees to pay \$100.00 for each rent check that is returned to Landlord for lack of sufficient funds, as well as any bank charges suffered by Landlord. Landlord reserves the right to require that all future rental payments be made in the form of cashiers' checks or certified funds.

16. MAINTENANCE, REPAIRS, AND ALTERATIONS. Landlord's obligations for maintenance shall include maintaining the structure of the building in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Tenant or those for whose conduct the Tenant is legally responsible.

Tenant's obligations for maintenance shall include maintaining the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Tenant shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall obtain written consent of the landlord, which shall not be unreasonably withheld, and the Town of Brewster before erecting any sign on the Premises.

With the exception of those items set forth herein that are required to be repaired by Landlord, Tenant, during the Term of this Lease or any extension or renewal of this Lease, shall, at its sole cost and expense, make all repairs as shall be reasonably necessary to keep the Premises, and any portion of the building under Tenant's exclusive control, in good condition and repair, normal wear, loss by fire or other casualty not caused by Tenant, Tenant's employees, agents or contractors and condemnation excepted. Tenant further agrees that all damage or injury of whatever nature done to the Premises by the Tenant or by Tenant's employees, agents, licensees, or invitees shall be repaired by Tenant at its sole cost and expense. Tenant shall not suffer or permit any liens to be filed against the Premises or any portion thereof or against Tenant's leasehold estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Tenant or anyone claiming by, through or under Tenant. If any such lien shall be filed, Tenant shall, within thirty (30) days after notice

from Landlord of the filing thereof, either cause such lien to be vacated and canceled of record or, if Tenant in good faith determines that such lien should be contested, furnish such security, by surety bond or otherwise, as may be necessary or prescribed by Laws to release the lien and prevent any foreclosure of such lien during the pendency of such contest.

Tenant shall make no alterations or other improvements to the Premises without Landlord's prior written consent, and shall provide Landlord with plans for any such alterations. Unless otherwise agreed, all such approved alterations and other improvements shall be made by Landlord at Tenant's sole expense and shall become the property of Landlord and be surrendered with the Premises upon the expiration of this Lease. Landlord may, at Landlord's option, require Tenant to remove any or all such alterations, improvements, decorations and furnishings, and repair any damage to the Premises resulting from such alterations, upon the expiration or earlier termination of this Lease. Tenant shall, at Tenant's sole expense, obtain any and all permits necessary for any such alterations. Notwithstanding anything to the contrary contained herein, in no event shall Tenant effectuate any structural or non-cosmetic improvements or alterations to the Premises that in any way could materially diminish the appraised value of the Premises.

17. UTILITIES AND SERVICES. Tenant shall be responsible for all utilities which service or may service the Premises, including but not limited to water/sewer, electric service, telephone, internet, cable television and gas.

Tenant shall also be responsible for rubbish removal and snow plowing of Premises.

18. INSURANCE. In addition to Workers Compensation insurance as required by law, Tenant shall maintain business owner's liability insurance with limits of at least as follows:

General Aggregate	\$2,000,000.00
Liability and Medical Expenses (per occurrence)	\$1,000,000.00
Liquor Liability (each common cause/aggregate)	\$1,000,000.00/\$2,000,000.00

Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

Tenant shall also reimburse Landlord for Landlord's fire and extended coverage insurance at the Premises, at limits deemed reasonable by Landlord. Landlord shall, within fifteen days receipt of its insurance bill, provide a copy thereof to the Tenant. Tenants shall within fifteen days receipt of such notice, pay to Landlord the amount then due and payable.

19. SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

20. ASSIGNMENT AND SUBLEASE. This Lease may not be assigned by the Tenant, nor shall there be a sublease of the Premises by the Tenant, without written consent of the Landlord,

which consent may be withheld for any reason. In the case of any sublease of the Premises, Tenant shall remain responsible for compliance with all terms and conditions of the Lease.

Tenant shall further have the right, without Landlord's prior written consent, to assign or sublet the Premises to: (i) any business entity which, at the time of such assignment or lease, controls, or is controlled by or is under common control with Tenant or holds the majority of the Tenant's stock; (ii) any business entity which succeeds Tenant as a result of merger, consolidation or reorganization of Tenant; or (iii) any entity which purchases substantially all of the assets of Tenant at the Premises, or to which Tenant is mandated by governmental requirement as a condition of any merger, consolidation purchase or sale to transfer to divest itself of all of the deposits located at the Premises. All of the foregoing under (i), (ii), and (iii) above shall hereinafter be referred to as "Business Assignments". Tenant shall provide Landlord written notice of any such Business Assignment.

21. COMPLIANCE WITH LAWS. Tenant shall comply with all federal, state, and local governmental laws, ordinances, and regulations applicable to the use of Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all such applicable laws. Any and all such improvements or alterations may be made only with Landlord's express prior consent, as set forth in Section 16. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all applicable laws, and that Tenant shall not store or use on the premises any hazardous substances as the same may be defined by any applicable law. Tenant agrees, warrants, and represents that it will comply with all legal requirements and exercise best practices as to storage of flammable materials, proper daily housekeeping, and maintain the Premises in a good and safe condition at all times.

22. LANDLORD'S LIEN. Landlord shall have a statutory landlord's lien and in addition, is hereby given an express landlord's lien as security for the fixed rent herein reserved, as well as any of the other charges or expenses elsewhere hereinabove or hereinafter designated as "additional rent" upon all of the goods, wares, chattels, implements, fixtures, furniture, tools, machinery and other personal property which Tenant now or at any time hereafter owns and placed in or upon the demised Premises.

23. DESTRUCTION OF PREMISES AND FORCE MAJEURE. If the Premises shall be damaged or destroyed in whole or in part by fire, casualty or other causes covered by Landlord's insurance, Landlord shall promptly and diligently restore the Premises to their condition immediately prior to such destruction or damage, provided that, in Landlord's reasonable estimation, such repairs can be made within sixty (60) days of such destruction or damage. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Premises made by Tenant to the condition thereof prior to such destruction or damage. If, in Landlord's reasonable estimation,

the Premises cannot be restored within sixty (60) days of such damage or destruction, Landlord at its option shall, by written notice to Tenant given within sixty (60) days after the date of such fire or other casualty, either (i) elect to repair or restore such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease (other than the obligation of Tenant to pay any and all items of rent as the same become due under the applicable provisions of this Lease) so long as such performance or undertaking is prevented, delayed, or hindered by a strike, lockout, labor dispute, civil commotion, act of God, or any other cause outside and beyond such party's control.

24. ESTOPPEL CERTIFICATE. Upon Landlord's request, Tenant shall execute and deliver to the Landlord, within ten (10) days from Tenant's receipt of said request a statement in writing certifying that this Lease is in full force and effect, and setting forth the dates to which the rent and any other charges have been paid, and such statements so delivered to the Landlord may be relied upon by any prospective purchaser of, or by any holder or prospective holder of a mortgage or other security interest in the building of which the Premises are a part. Tenant's failure to deliver such statements within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no defaults in Landlord's performance, and that not more than one (1) rental payment has been paid in advance.

25. LANDLORD'S RIGHT TO ENTER THE PREMISES. Landlord shall retain duplicate keys to all doors of the Premises. Tenant shall not change the locks on any entrance to the Premises, nor add additional locks, without Landlord's express consent and without providing keys for the same to Landlord. Upon Tenant's written request to Landlord, Landlord will make a reasonable change of locks on behalf of Tenant at Tenant's sole cost and expense. Landlord and its agents, employees and independent contractors shall have the right to enter the Premises at all times in the event of an emergency, and at reasonable hours to make repairs, additions, alterations, and improvements that are required by this Lease or are otherwise performed with Tenant's prior consent; to exhibit the Premises to prospective purchasers, lenders or tenants, but Landlord may enter to exhibit the Premises to prospective tenants only during the last twelve (12) months of the Term or following any event of default for as long as such event of default remains uncured; and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder. Landlord agrees to use reasonable efforts to minimize any interference with Tenant's business caused by such entry. Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Premises as shall be reasonably practicable under the circumstances, and shall make a good faith effort to provide Tenant with notice of twenty-four (24) hours. During such time as such work is being carried on in or about the Premises, payments provided herein shall not abate and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof.

26. QUIET ENJOYMENT. Landlord represents and warrants that it has the full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or disturbance from Landlord, subject to the terms and provisions of this Lease, inclusive of the right of the Landlord to enter, as set forth in Section 25.

27. NET LEASE. It is understood and agreed that Tenant, during the term hereof, is to do all things and make all payments connected with the Premises or arising out of any occupation of the Premises or any part thereof or its appurtenances, except as otherwise expressly provided in this Lease, and under no condition or contingency is Landlord to be called upon to do or perform any act or action or be subject to any liability or responsibility or to make any payments with respect to the Premises or any part thereof, except as otherwise expressly provided in this Lease, all so that this Lease shall yield net to Landlord the rent specified in this Lease, except as otherwise expressly provided in this Lease.

28. INVALIDITY OF CERTAIN PROVISIONS. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

29. RENEWAL RIGHT. Tenant will be granted one (1), one (1) year lease extension with the said extension term to commence on April 15, 2025 (the "Renewal Term Commencement Date"). Tenant shall exercise the option described herein by giving the Landlord written notice of its intention to exercise the option to renew (the "Renewal Intention Notice") not later than the day which is six (6) months prior to the expiration date (the "Renewal Term Commitment Date"). The right of Tenant to renew this Lease shall be conditional upon that there shall be no Event of Default (i) at the time the Renewal Intention Notice is submitted or (ii) as of the Renewal Term Commitment Date. All of the terms, covenants, and conditions of this Lease (with the exception of the amount of the Base Rent) shall continue in full force and effect during the Renewal Term unless otherwise agreed at the time by the Landlord and the Tenant. The Base Rent during this Renewal Term shall be increased by four (4%) percent.

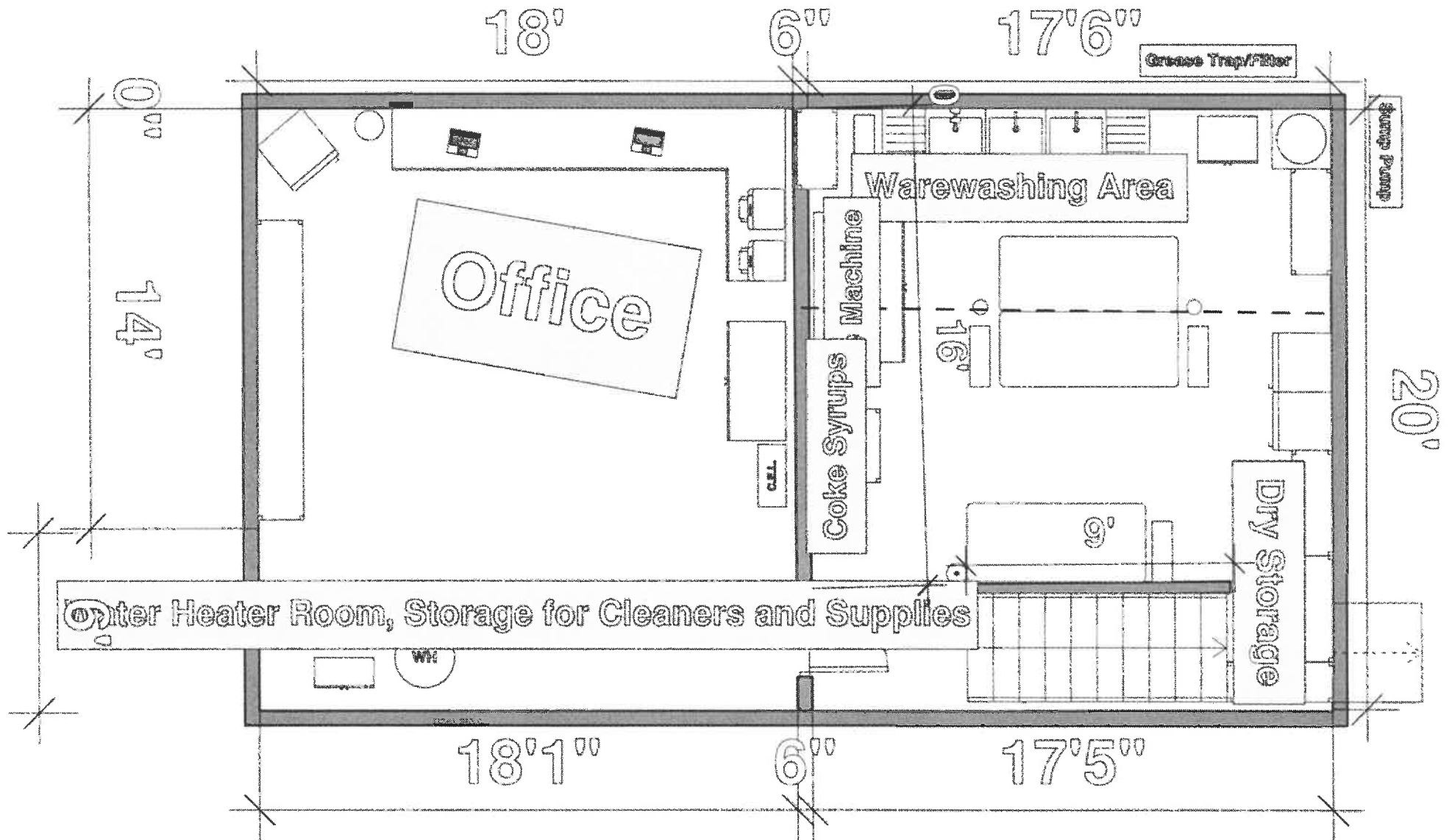
Executed as a sealed instrument as of the ____ day of _____, 2023.

LANDLORD: GUAPOS BREWSTER, LLC

By: _____, Manager

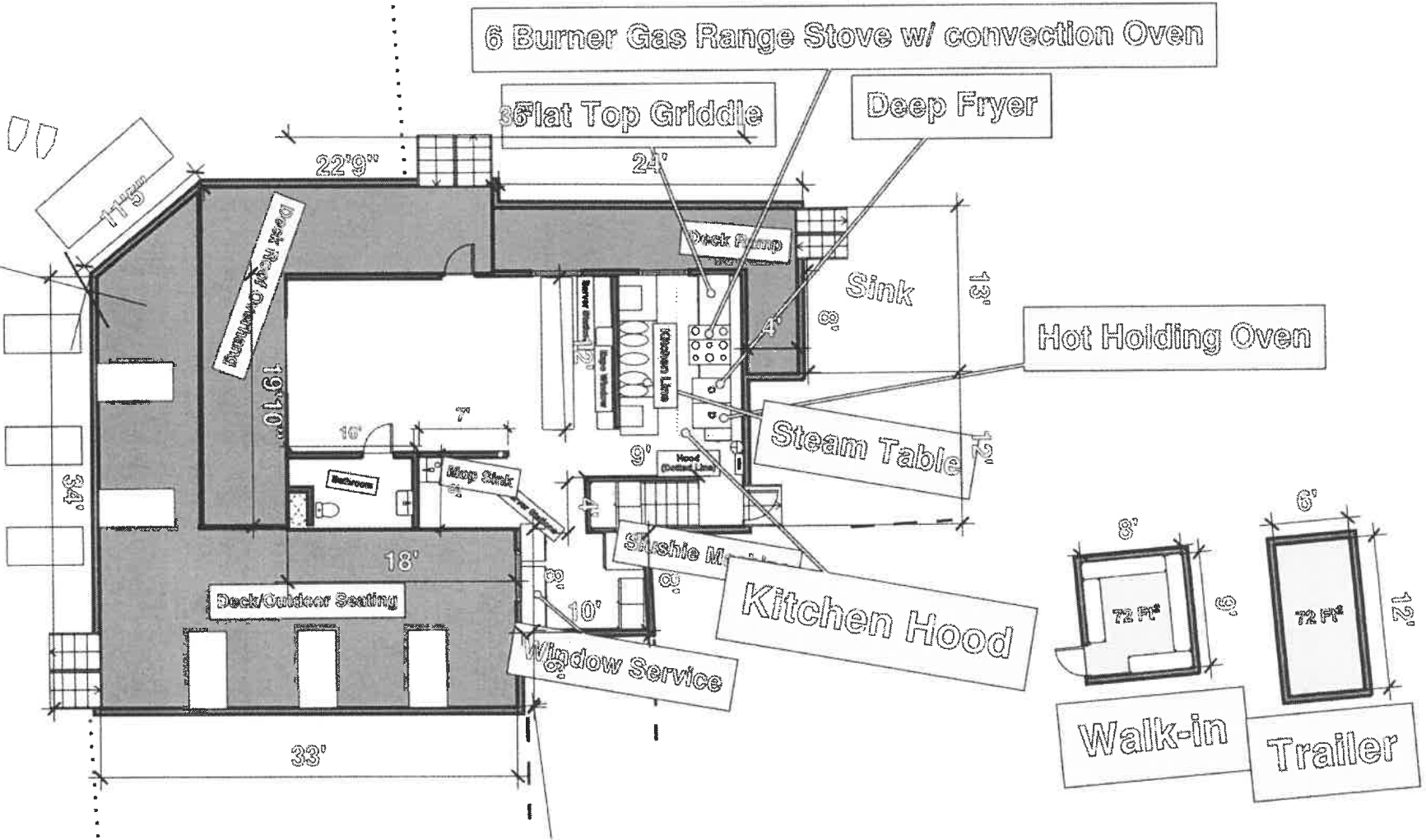
TENANT: GUAPOS TACO SHACK, LLC

By: _____, Manager



33'5"

Smaller Outdoor Seating Area



Ad Preview

SEL/239 UNDERPASS RD.
LEGAL NOTICE
TOWN OF BREWSTER
Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4 – 17C, the Brewster Select Board will hold a public hearing on Monday, May 8, 2023 at 6:15pm to review and vote on an application for a New Seasonal All Alcoholic Beverages Restaurant License located at 239 Underpass Road, Brewster MA 02631. All interested parties are invited to attend.

This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. This means that at least a quorum of the members of the public body will attend the hearing in person and members of the public are welcome to attend in person as well. 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 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 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?](https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09)

[pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09](https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09)

Passcode: 509224

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

AD#8692134
Cape Codder 4/28, 5/5/23

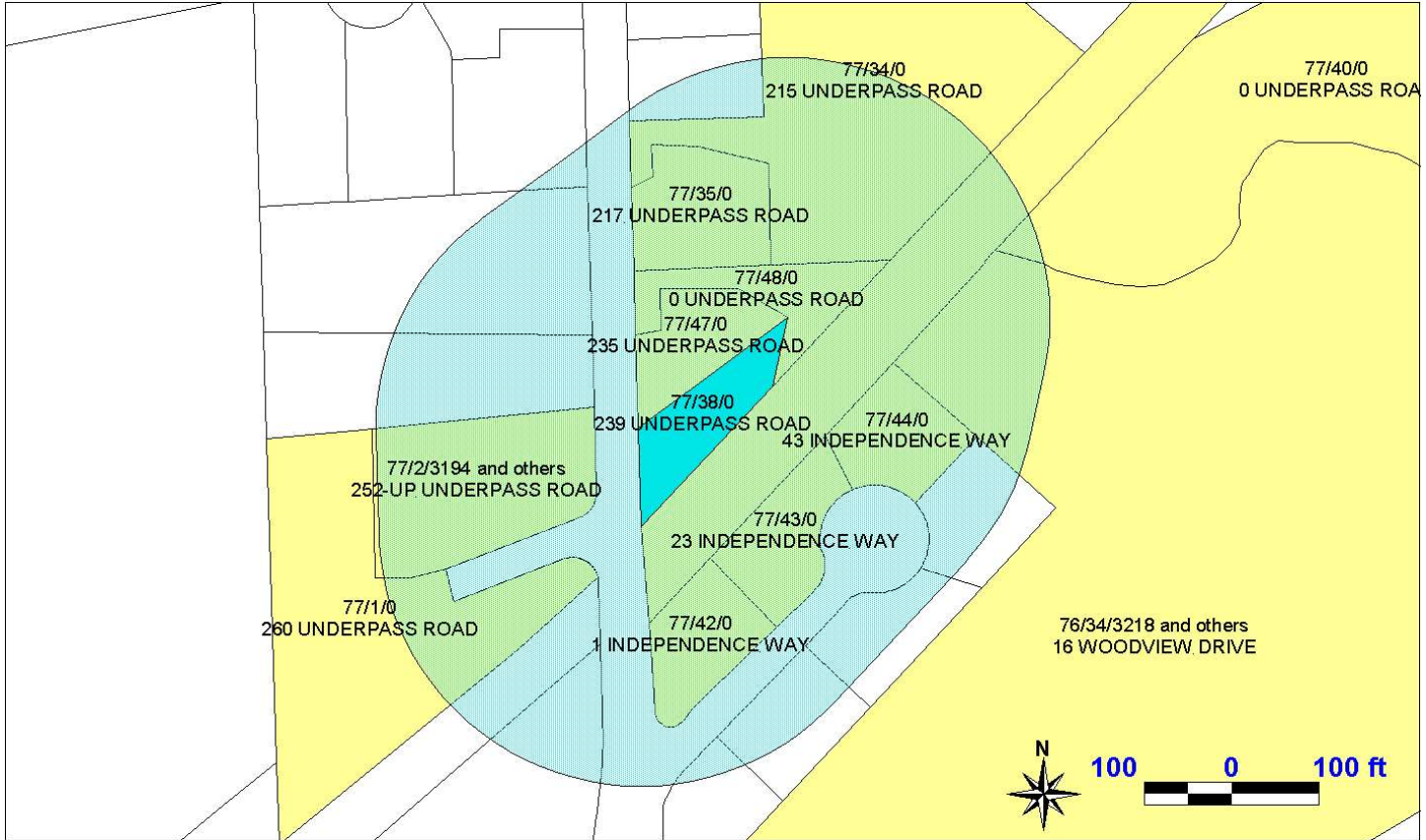


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

Certified by:

James M. Gallagher, MAA
 Deputy Assessor

Abutters List Within 300 feet of Parcel 77/38/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
3216	76-34-3216-R (27-21-12)	GIFFORD RANDALL L II	12 WOODVIEW DRIVE	12 WOODVIEW DRIVE	BREWSTER	MA	02631
3217	76-34-3217-R (27-21-14)	MASON SATRA A	14 WOODVIEW DRIVE	14 WOODVIEW DRIVE	BREWSTER	MA	02631
3218	76-34-3218-R (27-21-16)	GANDSMAN SANDRA J & HERMAN ARNOLD H	16 WOODVIEW DRIVE	16 CAMBRIA COURT	PAWTUCKET	RI	02860
3219	76-34-3219-R (27-21-18)	DOWNING THOMAS E	18 WOODVIEW DRIVE	18 WOODVIEW DRIVE	BREWSTER	MA	02631
3220	76-34-3220-R (27-21-21)	21 WOODVIEW DRIVE LLC	21 WOODVIEW DRIVE	5030 ISLAND ACRES CT	SAINT JAMES CITY	FL	33956
3221	76-34-3221-R (27-21-23)	MARTIN RICHARD CHARLES	23 WOODVIEW DRIVE	23 WOODVIEW DRIVE UNIT A-23	BREWSTER	MA	02631
3222	76-34-3222-R (27-21-25)	FLYNN MARY V	25 WOODVIEW DRIVE	PO BOX 1346	BREWSTER	MA	02631
3223	76-34-3223-R (27-21-27)	FERRI CURTIS F & KATHLEEN M TRUSTEE	27 WOODVIEW DRIVE	2 CROWELL ROAD	SANDWICH	MA	02563
3224	76-34-3224-R (27-21-28)	STOKES PAULINE E & KARLAND JACQUIE	28 WOODVIEW DRIVE	1141 SOUTH EAST STREET	AMHERST	MA	01002
3225	76-34-3225-R (27-21-30)	SULLIVAN KATHLEEN M	30 WOODVIEW DRIVE	30 WOODVIEW DRIVE	BREWSTER	MA	02631
3226	76-34-3226-R (27-21-32)	DELLE CHIAIE KATHERINE M & DAVID A TRUSTEES	32 WOODVIEW DRIVE	22 COACHMAN LANE	METHUEN	MA	01844
3227	76-34-3227-R (27-21-34)	BARACH MATTHEW P	34 WOODVIEW DRIVE	32 CAMPERDOWN LANE	SUDBURY	MA	01776-1688
3228	76-34-3228-R (27-21-35)	BOUDREAU GLENN P & WENDIE L	35 WOODVIEW DRIVE	11 QUAIL HOLLOW ROAD	BREWSTER	MA	02631
3229	76-34-3229-R (27-21-37)	JOHNSON DALE S	37 WOODVIEW DRIVE	37 WOODVIEW DRIVE	BREWSTER	MA	02631
3230	76-34-3230-R (27-21-39)	PATTIE SARA	39 WOODVIEW DRIVE	39 WOODVIEW DRIVE	BREWSTER	MA	02631

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
3231	76-34-3231-R (27-21-41)	UMBEL NANCY E	41 WOODVIEW DRIVE	41 WOODVIEW DRIVE	BREWSTER	MA	02631
3232	76-34-3232-R (27-21-46)	CAMARA REGINA	46 WOODVIEW DRIVE	46 WOODVIEW DRIVE	BREWSTER	MA	02631
3233	76-34-3233-R (27-21-48)	ZOU CHANG TING	48 WOODVIEW DRIVE	48 WOODVIEW DRIVE	BREWSTER	MA	02631
3234	76-34-3234-R (27-21-50)	AVELLAR MARY F	50 WOODVIEW DRIVE	50 WOODVIEW DRIVE	BREWSTER	MA	02631
3235	76-34-3235-R (27-21-52)	MONKIEWICZ ERIC JOSEPH & MONKIEWICZ AMANDA HANNON	52 WOODVIEW DRIVE	1909 WASHINGTON STREET	STOUGHTON	MA	02072
3236	76-34-3236-R (27-21-54)	GALLO NEIL M & BARBARA C	54 WOODVIEW DRIVE	28 HARBOR ISLE DR WEST UNIT PH 03	FORT PIERCE	FL	34949
3237	76-34-3237-R (27-21-55)	POITRAS DANIEL R & LINDA M TRUSTEES 55 WOODVIEW DRIVE REALTY TRUST	55 WOODVIEW DRIVE	55 WOODVIEW DRIVE	BREWSTER	MA	02631
3238	76-34-3238-R (27-21-56)	MALLOY EILEEN TRUSTEE MARY ANN CONCRA IRREV TRUST	56 WOODVIEW DRIVE	20 PARKWOOD BOULEVARD	HUDSON	NY	12534
3239	76-34-3239-R (27-21-57)	HURLEY WILLIAM M & JOSEPH	57 WOODVIEW DRIVE	57 WOODVIEW DRIVE	BREWSTER	MA	02631
3240	76-34-3240-R (27-21-59)	MILLER BEN F & O'BRIEN ELIZABETH	59 WOODVIEW DRIVE	59 WOODVIEW DRIVE	BREWSTER	MA	02631
3241	76-34-3241-R (27-21-61)	HOURIGAN JOHN R JR & MARIAN I	61 WOODVIEW DRIVE	101 LANYON DRIVE	CHESHIRE	CT	06410
3242	76-34-3242-R (27-21-70)	BASSIN STUART J & ADAMSON AUDREY J	70 WOODVIEW DRIVE	70 WOODVIEW DRIVE	BREWSTER	MA	02631
3243	76-34-3243-R (27-21-72)	SANDERSON CHRISTOPHER S & SANDERSON MARGARET V	72 WOODVIEW DRIVE	600 SW 15TH STREET	BOCA RATON	FL	33486
3244	76-34-3244-R (27-21-74)	MACDONALD CATHERINE T R & RODERIC TRUSTEES 74 WOODVIEW DRIVE REALTY	74 WOODVIEW DRIVE	74 WOODVIEW DRIVE	BREWSTER	MA	02631
3245	76-34-3245-R (27-21-76)	BOSCO DEBORAH M	76 WOODVIEW DRIVE	19 CHURCHILL ROAD	WINCHESTER	MA	01890
3246	76-34-3246-R (27-21-79)	BAUER CRISTINA B	79 WOODVIEW DRIVE	79 WOODVIEW DRIVE	BREWSTER	MA	02631
3247	76-34-3247-R (27-21-81)	COBBAN DONALD F	81 WOODVIEW DRIVE	8 CARLE ROAD	WOLLASTON	MA	02170
3248	76-34-3248-R (27-21-83)	LECONEY JON T & MARKS LECONEY ROSI TRUSTEES- LECONEY TRUST	83 WOODVIEW DRIVE	83 WOODVIEW DRIVE	BREWSTER	MA	02631
3249	76-34-3249-R (27-21-85)	ABRAHAM PAUL A & DIANA J	85 WOODVIEW DRIVE	21 TIMBER RIDGE	MOUNT KISCO	NY	10549
3250	76-34-3250-R (27-21-87)	COBBAN WILLIAM E & MILDRED J	87 WOODVIEW DRIVE	53 BELLWOOD CIRCLE	BELLINGHAM	MA	02019
3251	76-34-3251-R (27-21-88)	HOCHSTRASSER MARK W & ROBIN L	88 WOODVIEW DRIVE	72 SPRING GLEN TERRACE	HAMDEN	CT	06517
3252	76-34-3252-R (27-21-89)	NORDSTROM LEIF G & PATRICIA D	89 WOODVIEW DRIVE	82 OAKLAND STREET	WILBRAHAM	MA	01095
3253	76-34-3253-R (27-21-90)	NOONE ROSEMARY	90 WOODVIEW DRIVE	90 WOODVIEW DRIVE UNIT H-90	BREWSTER	MA	02631
3254	76-34-3254-R (27-21-92)	LIVERMORE MARK W & FINKELSTEIN BETI	92 WOODVIEW DRIVE	92 WOODVIEW DRIVE	BREWSTER	MA	02631
3255	76-34-3255-R (27-21-94)	HAYNES LARISSA L.	94 WOODVIEW DRIVE	94 WOODVIEW DRIVE	BREWSTER	MA	02631
3256	76-34-3256-R (27-21-96)	LIVINGSTON SUSAN JEAN	96 WOODVIEW DRIVE	96 WOODVIEW DRIVE	BREWSTER	MA	02631
3257	76-34-3257-R (27-21-97)	WRIGLEY EDMUND JOHN III & WRIGLEY BRIAN C	97 WOODVIEW DRIVE	97 WOODVIEW DRIVE	BREWSTER	MA	02631
3258	76-34-3258-R (27-21-98)	CALLAHAN KATHERINE L	98 WOODVIEW DRIVE	98 WOODVIEW DRIVE	BREWSTER	MA	02631
3259	76-34-3259-R (27-21-99)	HENSELER NANCY J & R ALAN CO-TRUSTI NANCY J HENSELER REVOCABLE TRUST	99 WOODVIEW DRIVE	227 BRAZILIAN AVENUE, APT. 2J	PALM BEACH	FL	33480
3260	76-34-3260-R (27-21-101)	MORROW MARILYN W (LIFE ESTATE)	101 WOODVIEW DRIVE	101 WOODVIEW DRIVE	BREWSTER	MA	02631
3261	76-34-3261-R (27-21-102)	ENGLISH MARTHA	102 WOODVIEW DRIVE	102 WOODVIEW DRIVE	BREWSTER	MA	02631
3262	76-34-3262-R (27-21-103)	TORMEY DAVID P & AMY B	103 WOODVIEW DRIVE	25 BREWER WAY	CANTON	MA	02021
3263	76-34-3263-R (27-21-104)	OCC CORPORATION	104 WOODVIEW DRIVE	7 NELLS WAY	ORLEANS	MA	02653
3264	76-34-3264-R (27-21-106)	BLANCHARD ANDREW & NUALA	106 WOODVIEW DRIVE	1023 COFFEE DRIVE	SCHENECTADY	NY	12303
3265	76-34-3265-R (27-21-107)	SWALLOW DAVID G & ALISON H	107 WOODVIEW DRIVE	109 WENDELL STREET	WINCHESTER	MA	01890-1631
3266	76-34-3266-R (27-21-108)	FLYNN MICHAEL F	108 WOODVIEW DRIVE	108 WOODVIEW DRIVE	BREWSTER	MA	02631
3267	76-34-3267-R (27-21-109)	SIEBENMANN WENDY ANNE	109 WOODVIEW DRIVE	109 WOODVIEW DRIVE	BREWSTER	MA	02631
3268	76-34-3268-R (27-21-111)	BURROWS CHRISTOPHER M & BURROWS SCOTT E	111 WOODVIEW DRIVE	375 ESPLANADE PLACE	CLIFFSIDE PARK	NJ	07010
3269	76-34-3269-R (27-21-113)	NAKASHIAN JANE F	113 WOODVIEW DRIVE	85 P STREET	SOUTH BOSTON	MA	02127
2991	77-1-0-E (26-18-2)	UNITED STATES POSTAL SERVICE C/O FACILITIES SERVICE CENTER	260 UNDERPASS ROAD	6 GRIFFIN ROAD	WINDSOR	CT	06006
3192	77-2-3192-R (26-18-1A)	PAUSE A WHILE INC	250 UNDERPASS ROAD	PO BOX 1973	BREWSTER	MA	02631

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
3193	77-2-3193-R (26-18-102)	DRJ NOMINEE TRUST JONES STEPHEN B TRUSTEE	252 UNDERPASS ROAD	P O BOX 1069	BREWSTER	MA	02631
3194	77-2-3194-R (26-18-103)	PAUSE A WHILE INC	252-UP UNDERPASS ROAD	PO BOX 1973	BREWSTER	MA	02631
3296	77-34-0-R (27-20-6)	AMBROSE FREDERIC C & NANCY TRSTEE	215 UNDERPASS ROAD	P O BOX 1405	WELLFLEET	MA	02667
3295	77-35-0-R (27-20-5)	AMBROSE FREDERIC C & NANCY TRSTEE	217 UNDERPASS ROAD	P O BOX 1405	WELLFLEET	MA	02667
3482	77-38-0-R (27-2003-3)	PARKER KYLE	239 UNDERPASS ROAD	136 ROUTE 6A	ORLEANS	MA	02653
12805	77-39-0-E (27-998)	MASSACHUSETTS COMMONWEALTH OF DEPT OF ENVIRONMENTAL MGT	0 BIKE PATH	251 CAUSEWAY STREET SUITE 600	BOSTON	MA	02114
3297	77-40-0-E (27-22)	BREWSTER TOWN OF	0 UNDERPASS ROAD	2198 MAIN STREET	BREWSTER	MA	02631
3492	77-42-0-R (27-2101-1)	BEAVAN ALLISON M	1 INDEPENDENCE WAY	4 UNCLE HARVEY WAY	ORLEANS	MA	02653
3493	77-43-0-R (27-2101-2)	FHE FUNHOUSE ENTERPRISES LLC	23 INDEPENDENCE WAY	P O BOX 1200	BREWSTER	MA	02631
3494	77-44-0-R (27-2101-3)	WALTHER JOSHUA E	43 INDEPENDENCE WAY	43 INDEPENDENCE WAY	BREWSTER	MA	02631
3481	77-47-0-R (27-2003-2)	COLLIAS CURTIS V	235 UNDERPASS ROAD	119 MEETING HOUSE ROAD	SO CHATHAM	MA	02659-1402
3480	77-48-0-R (27-2003-1)	COLLIAS CURTIS V	0 UNDERPASS ROAD	119 MEETINGHOUSE ROAD	SOUTH CHATHAM	MA	02659

TO: Abutters of 239 Underpass Road, Brewster MA 02631

To Whom It May Concern.

Please note that Guapos's Taco Shack, LLC has filed an application with the Select Board for a New Seasonal All Alcoholic Beverages Restaurant Liquor License. Below is the legal ad that will run in the April 28th and May 5th, 2023, edition of the Cape Codder Newspaper.

TOWN OF BREWSTER
Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4 – 17C, the Brewster Select Board will hold a public hearing on Monday, May 8, 2023 at 6:15pm to review and vote on an application for a New Seasonal All Alcoholic Beverages Restaurant License located at 239 Underpass Road, Brewster MA 02631. All interested parties are invited to attend.

This hearing will be conducted in person at 2198 Main Street, Brewster MA 02631. This means that at least a quorum of the members of the public body will attend the hearing in person and members of the public are welcome to attend in person as well. 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 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 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=WHM2V3hrVklhSTloWWWhVU09kanUzQT09>

Passcode: 509224

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



Town of Brewster

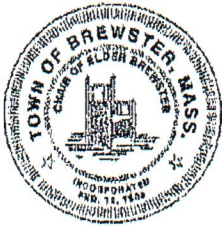
2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

To: The Select Board
From: Erika Mawn
Date: May 4, 2023
RE: New Common Victuallers License- Guapos's Taco Shack, LLC

Guapos's Taco Shack, LLC located at 239 Underpass Road is applying for an annual Common Victualler License. The manager of record, Bernardo Macedo has submitted the application along with the required documentation needed for review and approval. Guapos's Taco Shack, LLC has confirmed all municipal taxes have been paid. The following departments have also reviewed the application and have provided the following feedback:

- Building Department- There is no concern with the application and an Annual 110 inspection will be completed as they near their opening date.
- Health Department- The proposed Title 5 Septic plan has been reviewed and approved. Paperwork for the food service permit has been submitted and reviewed. A preliminary pre-operational food inspection was completed at the owner's request. A more formal inspection will be completed at a later date.
- Fire Department- There are no outstanding fire related violations for this property and there are no problems or concerns with the application.
- Police Department- No concerns with the application.
- Town Administration Office- The office has been in communication with the attorney regarding the Common Victualler license. The attorney was advised that the property is not up to date on real estate taxes at this time and licenses/permits will not be issued until this has been corrected.
- Planning Department- There are no terms or conditions in the special permit which would require modification on account of the successful grant of the license requested.



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: GUARDS TACOSHACK, LLC
Applicant's Address: [REDACTED]
Telephone # and Email Address: [REDACTED]

Section 2: Business Information

Name of Establishment: GUARDS RESTAURANT	
Address of Business: 239 UNDERPASS ROAD, BREWSTER, MA	
Name of Business Manager and Phone #: BERNARDO P. MACEDO	
Hours of Operation 11AM - 9PM	Seating Capacity: 35
Description of Business and Purpose: 35 SEAT RESTAURANT SERVING MEXICAN CUISINE. DINE-IN AND TAKE-OUT OPTIONS PREAVAILABLE	

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: _____

04/19/2023

COMMERCIAL REAL ESTATE LEASE

This Lease Agreement ("Lease") is executed as of April 15, 2023 by and between: **GUAPOS BREWSTER, LLC**, with an address of P.O. Box 128, South Harwich, Massachusetts 02661 ("Landlord"), and **GUAPOS TACO SHACK, LLC**, with an address of 239 Underpass Road, Brewster, Massachusetts 02631 ("Tenant"). The parties agree as follows:

- 1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building, parking spaces and all other improvements located at 239 Underpass Road, Brewster, Massachusetts 02631 (herein the "Premises").
- 2. TERM.** The lease term shall be two (2) years, commencing at 12:01 AM on April 15, 2023, and ending at 11:59 PM on April 14, 2025.
- 3. LEASE PAYMENTS.** The Tenant shall pay to the Landlord rent in the total sum of One Hundred Thousand Three Hundred Sixty Eight and 00/100 Dollars (\$100,368.00) (herein the "Base Rent"), payable in advance in monthly installments as follows:

Year 1: \$4,100.00 per month (\$49,200.00 for the year)

Year 2: \$4,264.00 per month (\$51,168.00 for the year)

All payments to be made by the Tenant to the Landlord as rent hereunder shall be made by the Tenant to the Landlord on or before the first day of each calendar month.

- 4. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Tenant agrees to accept possession of the building and improvements in its present condition.

All property of every kind which may be on said demised unit during the term hereof shall be at the sole risk of Tenant or those claiming under Tenant and the Landlord shall not be liable to Tenant, or to any person claiming under Tenant, for any injury, loss or damage to any person or property in or upon said demised Premises, or upon the parking lot contiguous thereto, except if such loss, injury or damage was caused by an intentional or wrongful act, omission, or default on the part of the Landlord or any of its agents, contractors, customers, or employees. Tenant hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, and to save Landlord harmless therefrom. It is further especially understood and agreed that Landlord shall not be liable for any failure of water supply, gas supply, or electric current, or for injury or damage which may be sustained to person or property by Tenant or any person claiming under Tenant, caused by or resulting from steam, electricity, gas, water, rain, ice or by snow or other liquid, which may leak or flow from or into any part of

said building or caused by the breakage, leakage, obstruction or other defect of pipes, wiring, appliances, plate glass, plumbing or lighting fixtures of the same, or by the condition of said Premises or any part thereof, or from any other source or by any other cause whatsoever, whether the said damage or injury shall be caused by or be due to the negligence of Landlord, Landlord's agents, servants, or employees, except if such loss, injury or damage was caused by an intentional or wrongful act on the part of the Landlord or any of its agents or employees.

5. USE OF PREMISES. Tenant may use the Premises for the operation of a restaurant providing both in-person dining and take out. The Premises may not be used for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except, however, that Landlord shall have the right to withhold such consent if, in the sole discretion of Landlord, such other purposes or uses are deemed by Landlord to conflict or be incompatible with any other tenants, or Landlord's scheme of operation.

6. DEFAULTS. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performances of any of its covenants herein contained, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within fourteen (14) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for fourteen (14) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases, after the expiration of the aforesaid fourteen (14) day period, Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claiming through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

7. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in

writing by hand to the other party or its agent in charge, or forwarded by first class mail, postage prepaid, addressed as follows:

LANDLORD:

Name: GUAPOS BREWSTER, LLC

Address: P.O. Box 128, South Harwich, MA 02661

TENANT:

Name: GUAPOS TACO SHACK, LLC

Address: 239 Underpass Road, Brewster, MA 02631

Such addresses may be changed from time to time by either party by providing notice as set forth above.

8. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, by mutual agreement and if the writing is signed by the party obligated under the amendment.

9. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

11. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

12. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. LATE PAYMENTS. Tenant shall pay a late fee equal to three percent (3%) of rent due for each payment that is not paid within seven (7) business days after its due date. Tenant agrees to pay Landlord interest at a rate of ten percent (10%) per annum (or the maximum rate permitted

by applicable law, whichever is less) on all unpaid rent, additional rental or other sums due hereunder that are not paid when such amounts are due and payable. Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount then due under this Lease, including any and all late charges, interest and attorneys' fees that may then be due from Tenant in accordance with the express terms of this Lease.

14. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a payment for the Holdover Period equal to one-tenth of the annual rent set forth in the preceding Lease Payments paragraph, calculated as to the then-current year, for each month or portion thereof that Tenant holds over. Such holdover shall constitute a month-to-month extension of this Lease, but shall not in any event create a new or renewed tenancy.

15. NON-SUFFICIENT FUNDS. Tenant shall be charged and agrees to pay \$100.00 for each rent check that is returned to Landlord for lack of sufficient funds, as well as any bank charges suffered by Landlord. Landlord reserves the right to require that all future rental payments be made in the form of cashiers' checks or certified funds.

16. MAINTENANCE, REPAIRS, AND ALTERATIONS. Landlord's obligations for maintenance shall include maintaining the structure of the building in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Tenant or those for whose conduct the Tenant is legally responsible.

Tenant's obligations for maintenance shall include maintaining the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Tenant shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall obtain written consent of the landlord, which shall not be unreasonably withheld, and the Town of Brewster before erecting any sign on the Premises.

With the exception of those items set forth herein that are required to be repaired by Landlord, Tenant, during the Term of this Lease or any extension or renewal of this Lease, shall, at its sole cost and expense, make all repairs as shall be reasonably necessary to keep the Premises, and any portion of the building under Tenant's exclusive control, in good condition and repair, normal wear, loss by fire or other casualty not caused by Tenant, Tenant's employees, agents or contractors and condemnation excepted. Tenant further agrees that all damage or injury of whatever nature done to the Premises by the Tenant or by Tenant's employees, agents, licensees, or invitees shall be repaired by Tenant at its sole cost and expense. Tenant shall not suffer or permit any liens to be filed against the Premises or any portion thereof or against Tenant's leasehold estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Tenant or anyone claiming by, through or under Tenant. If any such lien shall be filed, Tenant shall, within thirty (30) days after notice

from Landlord of the filing thereof, either cause such lien to be vacated and canceled of record or, if Tenant in good faith determines that such lien should be contested, furnish such security, by surety bond or otherwise, as may be necessary or prescribed by Laws to release the lien and prevent any foreclosure of such lien during the pendency of such contest.

Tenant shall make no alterations or other improvements to the Premises without Landlord's prior written consent, and shall provide Landlord with plans for any such alterations. Unless otherwise agreed, all such approved alterations and other improvements shall be made by Landlord at Tenant's sole expense and shall become the property of Landlord and be surrendered with the Premises upon the expiration of this Lease. Landlord may, at Landlord's option, require Tenant to remove any or all such alterations, improvements, decorations and furnishings, and repair any damage to the Premises resulting from such alterations, upon the expiration or earlier termination of this Lease. Tenant shall, at Tenant's sole expense, obtain any and all permits necessary for any such alterations. Notwithstanding anything to the contrary contained herein, in no event shall Tenant effectuate any structural or non-cosmetic improvements or alterations to the Premises that in any way could materially diminish the appraised value of the Premises.

17. UTILITIES AND SERVICES. Tenant shall be responsible for all utilities which service or may service the Premises, including but not limited to water/sewer, electric service, telephone, internet, cable television and gas.

Tenant shall also be responsible for rubbish removal and snow plowing of Premises.

18. INSURANCE. In addition to Workers Compensation insurance as required by law, Tenant shall maintain business owner's liability insurance with limits of at least as follows:

General Aggregate	\$2,000,000.00
Liability and Medical Expenses (per occurrence)	\$1,000,000.00
Liquor Liability (each common cause/aggregate)	\$1,000,000.00/\$2,000,000.00

Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

Tenant shall also reimburse Landlord for Landlord's fire and extended coverage insurance at the Premises, at limits deemed reasonable by Landlord. Landlord shall, within fifteen days receipt of its insurance bill, provide a copy thereof to the Tenant. Tenants shall within fifteen days receipt of such notice, pay to Landlord the amount then due and payable.

19. SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

20. ASSIGNMENT AND SUBLEASE. This Lease may not be assigned by the Tenant, nor shall there be a sublease of the Premises by the Tenant, without written consent of the Landlord,

which consent may be withheld for any reason. In the case of any sublease of the Premises, Tenant shall remain responsible for compliance with all terms and conditions of the Lease.

Tenant shall further have the right, without Landlord's prior written consent, to assign or sublet the Premises to: (i) any business entity which, at the time of such assignment or lease, controls, or is controlled by or is under common control with Tenant or holds the majority of the Tenant's stock; (ii) any business entity which succeeds Tenant as a result of merger, consolidation or reorganization of Tenant; or (iii) any entity which purchases substantially all of the assets of Tenant at the Premises, or to which Tenant is mandated by governmental requirement as a condition of any merger, consolidation purchase or sale to transfer to divest itself of all of the deposits located at the Premises. All of the foregoing under (i), (ii), and (iii) above shall hereinafter be referred to as "Business Assignments". Tenant shall provide Landlord written notice of any such Business Assignment.

21. COMPLIANCE WITH LAWS. Tenant shall comply with all federal, state, and local governmental laws, ordinances, and regulations applicable to the use of Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all such applicable laws. Any and all such improvements or alterations may be made only with Landlord's express prior consent, as set forth in Section 16. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all applicable laws, and that Tenant shall not store or use on the premises any hazardous substances as the same may be defined by any applicable law. Tenant agrees, warrants, and represents that it will comply with all legal requirements and exercise best practices as to storage of flammable materials, proper daily housekeeping, and maintain the Premises in a good and safe condition at all times.

22. LANDLORD'S LIEN. Landlord shall have a statutory landlord's lien and in addition, is hereby given an express landlord's lien as security for the fixed rent herein reserved, as well as any of the other charges or expenses elsewhere hereinabove or hereinafter designated as "additional rent" upon all of the goods, wares, chattels, implements, fixtures, furniture, tools, machinery and other personal property which Tenant now or at any time hereafter owns and placed in or upon the demised Premises.

23. DESTRUCTION OF PREMISES AND FORCE MAJEURE. If the Premises shall be damaged or destroyed in whole or in part by fire, casualty or other causes covered by Landlord's insurance, Landlord shall promptly and diligently restore the Premises to their condition immediately prior to such destruction or damage, provided that, in Landlord's reasonable estimation, such repairs can be made within sixty (60) days of such destruction or damage. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Premises made by Tenant to the condition thereof prior to such destruction or damage. If, in Landlord's reasonable estimation,

the Premises cannot be restored within sixty (60) days of such damage or destruction, Landlord at its option shall, by written notice to Tenant given within sixty (60) days after the date of such fire or other casualty, either (i) elect to repair or restore such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease (other than the obligation of Tenant to pay any and all items of rent as the same become due under the applicable provisions of this Lease) so long as such performance or undertaking is prevented, delayed, or hindered by a strike, lockout, labor dispute, civil commotion, act of God, or any other cause outside and beyond such party's control.

24. ESTOPPEL CERTIFICATE. Upon Landlord's request, Tenant shall execute and deliver to the Landlord, within ten (10) days from Tenant's receipt of said request a statement in writing certifying that this Lease is in full force and effect, and setting forth the dates to which the rent and any other charges have been paid, and such statements so delivered to the Landlord may be relied upon by any prospective purchaser of, or by any holder or prospective holder of a mortgage or other security interest in the building of which the Premises are a part. Tenant's failure to deliver such statements within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no defaults in Landlord's performance, and that not more than one (1) rental payment has been paid in advance.

25. LANDLORD'S RIGHT TO ENTER THE PREMISES. Landlord shall retain duplicate keys to all doors of the Premises. Tenant shall not change the locks on any entrance to the Premises, nor add additional locks, without Landlord's express consent and without providing keys for the same to Landlord. Upon Tenant's written request to Landlord, Landlord will make a reasonable change of locks on behalf of Tenant at Tenant's sole cost and expense. Landlord and its agents, employees and independent contractors shall have the right to enter the Premises at all times in the event of an emergency, and at reasonable hours to make repairs, additions, alterations, and improvements that are required by this Lease or are otherwise performed with Tenant's prior consent; to exhibit the Premises to prospective purchasers, lenders or tenants, but Landlord may enter to exhibit the Premises to prospective tenants only during the last twelve (12) months of the Term or following any event of default for as long as such event of default remains uncured; and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder. Landlord agrees to use reasonable efforts to minimize any interference with Tenant's business caused by such entry. Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Premises as shall be reasonably practicable under the circumstances, and shall make a good faith effort to provide Tenant with notice of twenty-four (24) hours. During such time as such work is being carried on in or about the Premises, payments provided herein shall not abate and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof.

26. QUIET ENJOYMENT. Landlord represents and warrants that it has the full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or disturbance from Landlord, subject to the terms and provisions of this Lease, inclusive of the right of the Landlord to enter, as set forth in Section 25.

27. NET LEASE. It is understood and agreed that Tenant, during the term hereof, is to do all things and make all payments connected with the Premises or arising out of any occupation of the Premises or any part thereof or its appurtenances, except as otherwise expressly provided in this Lease, and under no condition or contingency is Landlord to be called upon to do or perform any act or action or be subject to any liability or responsibility or to make any payments with respect to the Premises or any part thereof, except as otherwise expressly provided in this Lease, all so that this Lease shall yield net to Landlord the rent specified in this Lease, except as otherwise expressly provided in this Lease.

28. INVALIDITY OF CERTAIN PROVISIONS. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

29. RENEWAL RIGHT. Tenant will be granted one (1), one (1) year lease extension with the said extension term to commence on April 15, 2025 (the "Renewal Term Commencement Date"). Tenant shall exercise the option described herein by giving the Landlord written notice of its intention to exercise the option to renew (the "Renewal Intention Notice") not later than the day which is six (6) months prior to the expiration date (the "Renewal Term Commitment Date"). The right of Tenant to renew this Lease shall be conditional upon that there shall be no Event of Default (i) at the time the Renewal Intention Notice is submitted or (ii) as of the Renewal Term Commitment Date. All of the terms, covenants, and conditions of this Lease (with the exception of the amount of the Base Rent) shall continue in full force and effect during the Renewal Term unless otherwise agreed at the time by the Landlord and the Tenant. The Base Rent during this Renewal Term shall be increased by four (4%) percent.

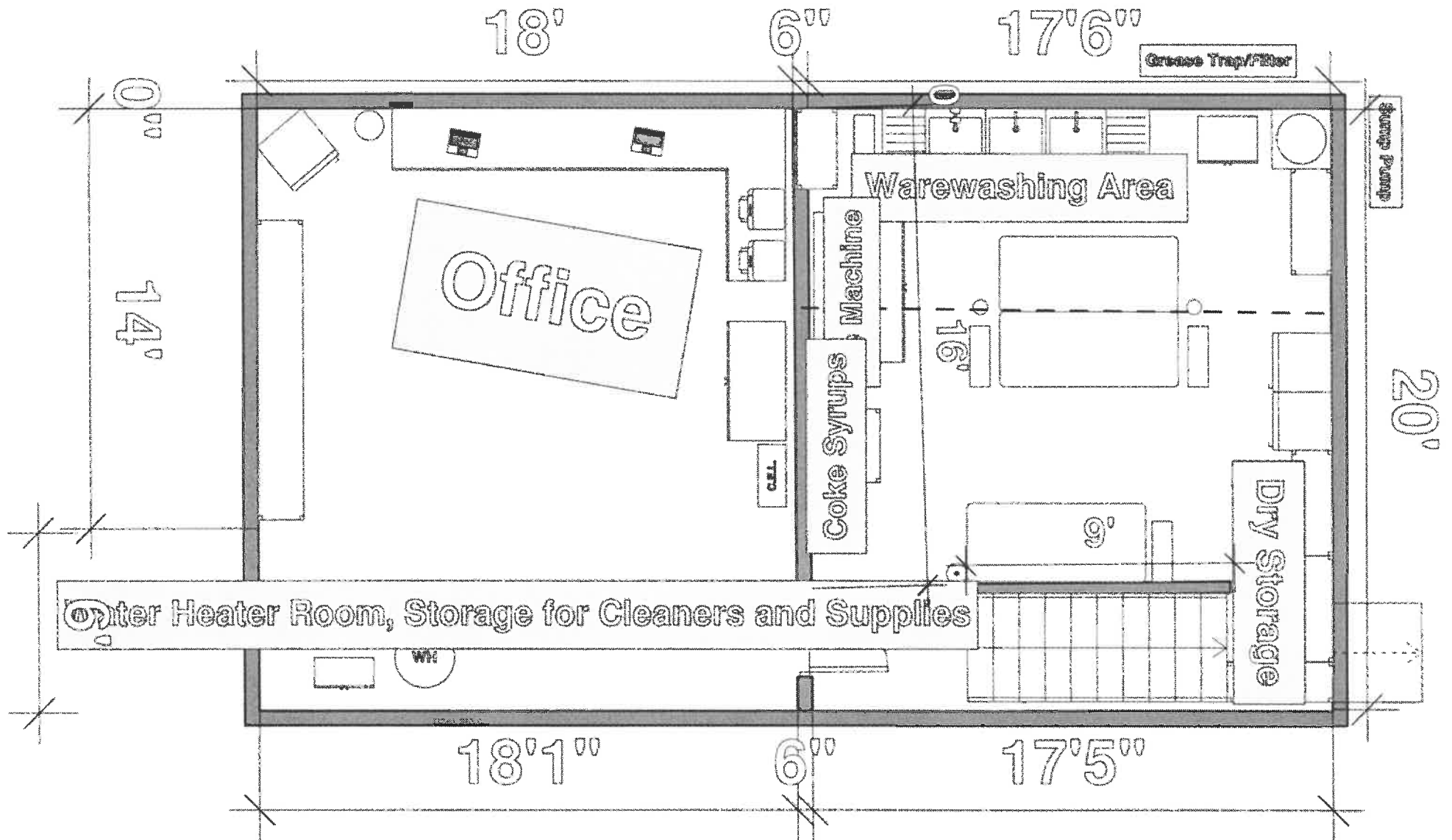
Executed as a sealed instrument as of the ____ day of _____, 2023.

LANDLORD: GUAPOS BREWSTER, LLC

By: _____, Manager

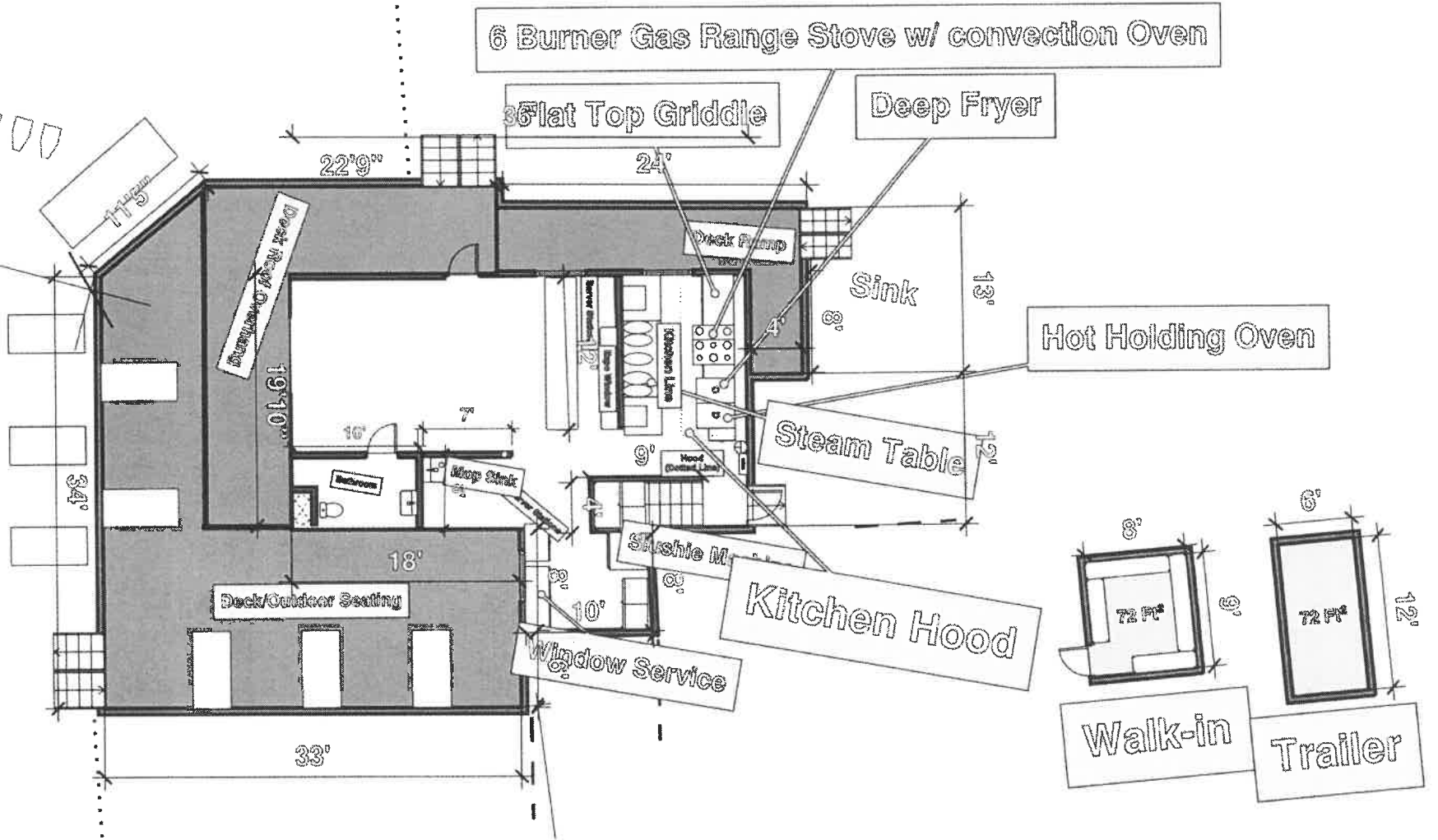
TENANT: GUAPOS TACO SHACK, LLC

By: _____, Manager



33'5"

Smaller Outdoor Seating Area



D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

GUAPOS TACO SHACK, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

239 UNDERPASS ROAD
BREWSTER, MA 02631

- (3) The general character of the business:

THE GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS THE OWNERSHIP AND MANAGEMENT OF A RESTAURANT AND TO ENGAGE IN ANY OTHER LAWFUL ACT OR ACTIVITY PERMITTED BY M.G.L. C. 156C.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

BERNARDO P. MACEDO

[REDACTED]

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

BERNARDO P. MACEDO

[REDACTED]

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

NAME ADDRESS

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME ADDRESS

BERNARDO P. MACEDO



- (9) Additional matters:

Signed by (by at least one authorized signatory):

A handwritten signature in black ink, appearing to be 'Bernardo P. Macedo', written over a horizontal line.

Consent of resident agent:

I BERNARDO P. MACEDO

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

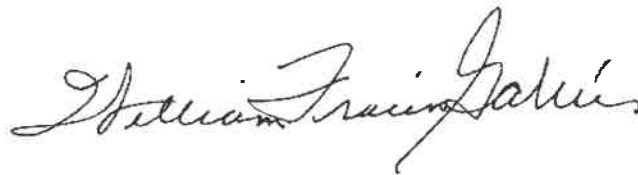
*or attach resident agent's consent hereto.

THE COMMONWEALTH OF MASSACHUSETTS

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

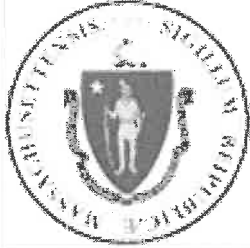
deemed to have been filed with me on:

February 27, 2023 04:45 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001640038

The date of filing of the original certificate of organization: 2/27/2023

1.a. Exact name of the limited liability company: GUAPOS TACO SHACK, LLC

1.b. The exact name of the limited liability company as amended, is: GUAPOS TACO SHACK, LLC

2a. Location of its principal office:

No. and Street: 239 UNDERPASS RD.
City or Town: BREWSTER State: MA Zip: 02631 Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS THE OWNERSHIP AND MANAGEMENT OF A RESTAURANT AND TO ENGAGE IN ANY OTHER LAWFUL ACT OR ACTIVITY PERMITTED BY M.G.L. C. 156C.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BERNARDO P. MACEDO
No. and Street: [REDACTED]
City or Town: [REDACTED] Zip: 02642 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BERNARDO P. MACEDO	[REDACTED]
MANAGER	THOMAS R. KENNEDY JR.	[REDACTED]
MANAGER	PATRICIA KENNEDY	[REDACTED]

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BERNARDO P. MACEDO	[REDACTED]
REAL PROPERTY	THOMAS R. KENNEDY JR.	[REDACTED]
REAL PROPERTY	PATRICIA KENNEDY	[REDACTED]

9. Additional matters:

10. State the amendments to the certificate:

THE CERTIFICATE HAS BEEN AMENDED TO ADD THOMAS R. KENNEDY JR. AND PATRICIA KENNEDY AS MANAGERS AND REAL PROPERTY SIGNATORIES FOR THE COMPANY.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

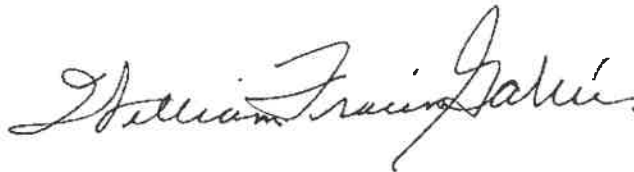
SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of March, 2023,
PATRICIA KENNEDY , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

March 06, 2023 05:19 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

GUAPOS

.....

SERVED DAILY FROM 11AM-8PM Sun-Thu / 11AM-9PM Fri & Sat

SHACK SNACKS		PLATOS GRANDE	
AVOCADO BITES	\$16	MEXICAN CHOPPED SALAD	\$16
Flash fried and served with cilantro chipotle sauce for dipping		Romaine, edamame, onion, olives, grilled corn, tomato, bell pepper, cotija cheese, & a spicy honey vinaigrette	
COWBOY NACHOS	\$20	ROMAINE SALAD	\$14
Cowboy butter ribeye, pickled jalepeno red bell pepper, olives, grilled corn, pico de gallo		Chopped romaine, cauliflower croutons, cotija cheese, chipotle cilantro dressing	
GRINGO WINGS	\$17	GUAPOS BURRITO	\$23
House fried chicken wings served with honey habanero sauce		(Choice of grilled chicken, steak, ground beef, shrimp, pork or veggie)	
CHICKEN TENDERS & FRIES	\$16	Black beans, Mexican rice, guac & pico de gallo	
Served with ranch		SURF 'N' TURF BURRITO	\$24
ELOTE	\$10	Cowboy butter steak, citrus marinated shrimp, black beans, mexican rice, guac, pico de gallo & chimichurri aioli	
Authentic Mexican street corn (off the cob), cotija cheese spread, house spices, & scallions		CAPE COD FISH 'N' CHIP BURRITO	\$23
CHIPS 'N' GUAC	\$13	Cape Cod Potato Chip crusted cod, french fries, pickled cabbage, caper aioli	
Our signature guacamole served with house fried chips		GUAPOS BURGER	\$18
CHIPS 'N' SALSA	\$10	Wagyu beef, pepper jack cheese, sliced avocado, tomato, lettuce, house made chipotle sauce, on potato bun	
Our signature salsa served with house fried chips		MEXI-STYLE HOTDOG	\$15
TACOS	3 tacos per order	Avocado, cilantro, jalepeno, pinto beans, red onion, tomato & chipotle sauce. Served with fries	
RIBEYE TACO	\$22		
Guac, pico de gallo, & house smoked chimichurri aioli			
BAJA FISH TACO	\$18		
Tempura fried cod, pickled cabbage, pico de gallo, cotija cheese, lime sauce			
BÍRRRIA AL PASTOR	\$22		
Braised pork, grilled tortilla, cheese, cilantro & onion. Broth for dipping			
GROUND BEEF TACO	\$17		
Pico de gallo, shredded lettuce, shredded pepperjack cheese			
VEGGIE TACO	\$16		
Black beans, grilled corn, bell peppers, pickled red onion, guacamole, cotija cheese			

SIDES/SAUCES	
Sides	Sauce
Mexican Rice \$6	Chipotle \$2
Black Beans \$6	Chimichurri Aioli \$2
Pico de Gallo \$8	Chipotle Cilantro \$5
Guacamole \$10	Caper Aioli \$3
Salsa \$6	Spicy Honey Vinaigrette \$3
Fries \$6	
Tortilla Chips \$6	

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU"), effective May 24, 2021, by and between the Town of Brewster, MA, a municipal corporation duly established with an address of 2198 Main Street, Brewster, MA 02631 and Friends of Brewster Dog Park, Inc (FBDP), a 501(c)(3) corporation with a principal office at 65 Harmony Lane, Brewster, MA 02631.

This Memorandum of Understanding between the Town and FBDP establishes a working agreement between the two parties concerning their respective roles and responsibilities in the creation and maintenance of a proposed off-leash dog park open to the public free of charge (the "Dog Park"). The Dog Park is comprised of approximately 2.4 acres and is located on a portion of Town-owned property located on Harwich Road in Brewster and shown on Assessor's Map 64, Parcel 28 (the "Premises"). The Premises are under the care, custody, and control of the Select Board, are comprised of approximately 41.28 acres, and are more particularly described in a deed to the Town of Brewster, dated 15 August 1995 recorded with Barnstable Registry of Deeds in Book 9799, Page 016. The proposed Dog Park is shown as the "Dog Park Area" on a plan entitled "Brewster Dog Park" prepared for Town of Brewster, dated January 16, 2019 by the Berkshire Design Group, Inc. A copy of the Site Plan is attached as "Exhibit A."

The Select Board gratefully acknowledges the critical role the FBDP plays in the development, construction, maintenance, and stewardship of the dog park, and gratefully accepts FBDP's generous offer to help create and maintain the Dog Park through private fund raising and volunteer services. The FBDP gratefully acknowledge the spirit of cooperation the Select Board has displayed by making public land available for such use, for helping to secure sufficient grant and Town funding, and for offering to provide the valuable municipal services described below. .

The Town and the FBDP share the goal of realizing a well-designed and maintained, no-fee dog park in Brewster that is open to the public.

Friends of Brewster Dog Park, Inc

The purpose of the FBDP is to support the use of a designated area within the Town of Brewster as an off-leash dog park; to advocate responsible dog ownership; to provide educational resources on dog ownership; to advise the Town of Brewster, the Select Board, and the Town Administrator on matters concerning off-leash dog parks within the Town of Brewster; to provide stewardship for the Brewster Dog Park; and to raise and administer funds received for the establishment of, maintenance of, and improvements to the off-leash dog parks in the Town of Brewster.

General Terms and Conditions

The FBDP agrees to:

- Manage day-to-day operations of the Dog Park with appropriate Town involvement and oversight, utilizing volunteer Stewards to monitor the Dog Park on a daily basis. Involvement of community members is intended to increase acceptance of the Dog Park and help minimize problems;

- Assist in maintaining the Dog Park area by helping to keep the site clean and free of dog waste and by stocking dog waste dispensers;
- Share in the overall daily maintenance of the Dog Park in coordination with Town Departments as follows:
 - Spray / hose down equipment, furnishings, trash receptacles (FBDP / DPW)
 - Inspect fence for damage (FBDP / DPW)
 - Inspect gates and locking mechanisms (FBDP / DPW)
 - Inspect equipment and amenities (FBDP / DPW)
 - Inspect and test water fountains to ensure they are operating properly (FBDP/ DPW / BWD)
- Provide appropriate educational instruction and stewardship at the Dog Park in coordination with the Animal Control Officer;
- Intend to provide dog waste bags through in-kind donation or direct payment to the vendor at no cost to the Town;
- Intend to provide waste removal services through in-kind donation or direct payment to the vendor at no cost to the Town;
- Intend to provide seasonal portable restroom facilities, including service and scheduling as directed by the Town and consistent with other Town facilities, through in-kind donations or direct payment to vendor at no cost to the Town;
- Pledge a minimum initial monetary contribution of fifty thousand dollars (\$50,000.00) to purchase all add alternates listed in the Town's bid documents dated February 2021;
- Shall thereafter actively conduct fundraising activities with a goal to supplant any reduction or elimination of in-kind donations originally secured and/or to maximize FBDP's ability to contribute to future capital costs associated with continued investment in the Dog Park facility;
- Shall not permit any mechanics liens, or similar liens, to remain upon the Premises for labor and materials furnished or claimed to be furnished in connection with work of any character performed or claimed to have been performed at the direction of the FBDP, and FBDP shall cause any such lien to be released of record forthwith without cost to the Town;
- During the exercise of the rights hereby granted, the FBDP shall conduct itself so as not to unreasonably interfere with the operations of the Town, and to observe and obey applicable laws, statutes, bylaws and regulations and permitting or licensing requirements. The FBDP shall comply with reasonable rules and regulations issued by the Town, including without limit, rules regulating the hours of operation of the Dog Park;
- Agrees that any contractor engaged to perform work at the Premises on behalf of FBDP shall carry liability insurance naming the Town as an additional insured in amounts reasonably satisfactory to the Town and workmen's compensation insurance as required by law, and FBDP agrees to indemnify and hold harmless the Town from any liability relating to work performed at the Premises at the request of the FBDP.

The Town of Brewster agrees to:

- Cause the construction of the Brewster Dog Park in a manner consistent with the January 16, 2019 Site Plan prepared by Berkshire Design Group, Inc, 4 Allen Place, Northampton, MA 01060 and all associated bid and contract documents, provided that Community Preservation Act appropriations for the Brewster Dog Park are approved by Brewster Town Meeting. The Town will be responsible for all contract administration and general project oversight;
- Provide water service (including tap, curb stop, and box, meter, meter pit and water service) to the location on the Premises. The meter will be read but not billed.
- Provide snow removal from the driveway leading to the Dog Park and the associated parking area. The Town will make best efforts to use dog friendly snow melt products in the Dog Park area;
- Provide leaf removal from the Dog Park area equivalent to the services provided in other Town parks;
- Provide basic landscaping services such as weeding, filling holes, etc., with assistance from FBBDP as appropriate and necessary;
- Repair or replace, or oversee such repair or replacement of, appurtenances, structures, or fixtures as appropriate and necessary;
- Grant FBBDP access to the Dog Park area for the purpose of exercising its rights and performing its obligations hereunder;
- Coordinate with FBBDP in planning for any capital purchases or site improvements. Preparation and submission of grant applications, Community Preservation Act applications, or other such similar activities shall require the prior written approval of the Select Board or its designee. Installation of any structure, fixture or appurtenance shall require the prior written approval of the Select Board or its designee;
- Promulgate and enforce rules and regulations regarding Dog Park operations, and secure all necessary and applicable permitting approvals for signage outlining such rules and regulations, such signage to be approved by the Select Board or their designee;
- Institute changes to applicable Town policies and/or by-laws as necessary to support an off-leash Dog Park facility;
- Assign the Town Administrator or designee to serve as a liaison between the FBBDP and Select Board;
- In the event the Town determines that the Dog Park area is no longer available for such use, the Town will work with FBBDP to locate an alternative site and, if an alternative site is secured, will provide assistance relocating all appurtenances, structures, and fixtures from the Dog Park area to such alternative site;

- Reserve the right to use the access driveway and parking area for other public uses at the Premises and/or to relocate the access driveway and parking area as necessary.

Termination

This MOU may be terminated by either party without cause upon sixty (60) days prior written notice. Best efforts will be made by both parties to provide greater advance notice should such termination be effected.

Modification and Amendments

Modification and amendments to this MOU shall be in writing and duly executed by the parties hereto to be effective.

No Estate Created

This MOU shall not be construed as creating or vesting in the FBDP or any other party any estate in the Premises or portion thereof, but a limited right of access for the purpose as herein stated.

Brewster Select Board

Friends of Brewster Dog Park, Inc



Carmen S Scherzo, DVM

Mary Chaffee, Chair

Carmen S. Scherzo, DVM, President

Benjamin deRuyter

5/24/2021

Ben DeRuyter, Vice Chair

Date

Edward Chatelain

Edward Chatelain

David Whitney

David Whitney

CABingham

Cynthia Bingham

5/24/2021

Date

TITLE	MOU with Friends of Brewster Dog Park
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

05 / 25 / 2021

19:52:17 UTC

Sent for signature to Mary Chaffee (mchaffee@brewster-ma.gov), Ben DeRuyter (bderuyter@brewster-ma.gov), Edward Chatelain (echatelain@brewster-ma.gov), David Whitney (dwhitney@brewster-ma.gov), Cindy Bingham (cbingham@brewster-ma.gov) and Carmen S. Scherzo (cssboh2017@gmail.com) from emawn@brewster-ma.gov
IP: 131.109.131.20



VIEWED

05 / 25 / 2021

20:33:54 UTC

Viewed by Mary Chaffee (mchaffee@brewster-ma.gov)
IP: 172.56.22.55



VIEWED

05 / 25 / 2021

21:09:37 UTC

Viewed by David Whitney (dwhitney@brewster-ma.gov)
IP: 73.47.1.50



SIGNED







05 / 25 / 2021

21:10:03 UTC

Signed by David Whitney (dwhitney@brewster-ma.gov)
IP: 73.47.1.50

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STATUS	● Completed

Document History



05 / 26 / 2021
16:51:53 UTC

Viewed by Carmen S. Scherzo (cssboh2017@gmail.com)
IP: 67.189.245.223



05 / 26 / 2021
17:00:01 UTC

Signed by Carmen S. Scherzo (cssboh2017@gmail.com)
IP: 67.189.245.223



06 / 03 / 2021
13:12:25 UTC

Signed by Mary Chaffee (mchaffee@brewster-ma.gov)
IP: 73.227.44.169



06 / 03 / 2021
13:12:25 UTC

The document has been completed.



TOWN OF BREWSTER

DEPARTMENT OF NATURAL RESOURCES
1657 MAIN STREET
BREWSTER, MA 02631

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

Memo:

To: Peter Lombardi
From: Chris Miller, Ryan Burch
Date: 5/4/2023
Re: Next steps for 2023 Razor Clam season

The Natural Resource Department has received numerous inquires regarding the 2023 Commercial Razor Clam season.

Current status: Currently, the fishery is closed because of low harvest numbers and little evidence of densely populated areas.

Back ground: This is a mobile species that can migrate in and out of areas for unknown reasons. It is also known to be a cyclical fishery that will peak and crash every 3-5 years.

The DNR has reached out to the 15 harvesters from last year and received feedback on adjusting the regulations for 2023. The collaboration between the two groups has resulted in the changes below.

In addition, the DNR discussed the topic at the NRAC meeting on March 9th.

Extend application and commercial shellfish purchase dates – By extending these dates, it allows for a population assessment in March, April and May to determine the health of the fishery.

Defining the harvester selection – Defining how the harvesters are selected and allowing the harvesters from last year to maintain their status if the fishery remains closed in 2023.

Modified harvest season – Changing the start date to June 1 to allow population assessment.

Modified harvest limit – Changed the harvesting restrictions from a 2 tide harvest max per month in 2022, to a 4 tide harvest max per month in 2023. Changes were made based on the 2023 tide charts.

Respectfully submitted,

DNR

Extended the Application dates

Section 15.2 Razor Clam Application

- A.) Renewal harvester applications will be accepted starting Monday April 3 through May 30 at the Department of Natural Resource Office during business hours (M-F 8:30-4:00).
- B.) New harvester applications will be available on Monday April 3 through May 30 at the Department of Natural Resource Office with the lottery on Thursday June 1. If the available spots are not filled by June 1, the application period will extend through the end of June.

Extended the razor clam and commercial shellfish purchase dates

Section 15.3 Endorsement & Commercial License Purchase

- A.) Renewal Endorsements & Commercial Licenses will be available for purchase Tuesday April 3 2023, through June 16 2023 at Department of Natural Resource Office (1657 Main Street) during business hours (M-F 8:30-4:00).
- B.) A computer-generated random selection lottery will be held on Thursday June 1, 2023 if there are more applicants than available spots.
- C.) Any new endorsement selected in the lottery may be purchased until June 26.
- D.) In the event that a harvester's license is revoked, that available endorsement may be filled, and a commercial shellfish license and razor clam endorsement may be purchased after May 31, based on a waiting list from the lottery.

Defined harvester selection for 2023

Section 15.4 Annual Harvester Selection

- A.) In 2022, 15 regular harvesters and 1 student harvester were grandfathered in for the 2023 season, assuming they meet all requirements and submit a razor clam renewal application.
- B.) Total permits in 2023 will be 15 regular harvesters and four student harvesters.
- C.) If a grandfathered regular harvester does not renew their license, their permit will be added to the regular harvester lottery.
- D.) If a grandfathered student harvester does not renew their license, their permit will be added to the student lottery.

Modified the harvest season

Section 15.7 Season

The waters and flats of Cape Cod Bay in the Town of Brewster shall be open for the taking of razor clams from June 1st through December 31st, subject to seasonal closures of certain areas as detailed in section 15.11, Harvest Area. The taking of razor clams outside of this defined harvest period is prohibited.

Modified harvest limit

Section 15.17 Harvest Limit

- A. Each harvester will have a 4 (four) tide harvest maximum per month.

Modified density Assessment

Section 15.21 Pre-Season Density Assessment

- 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.)
- B.) DNR staff and County staff, and harvesters will collaborate to conduct a resource assessment.
- C.) Population assessments must show a viable population density, able to support a commercial fishery.
- D.) Options from assessment
 - a. If assessment shows density is down compared to previous years, the East end of Brewster will remain closed
 - b. If assessment shows density is up compared to the previous year and shows it can support a commercial fishery, the East end of Brewster will open from June 1 – December 31.

TOWN OF BREWSTER

2022 Commercial Razor Clam Regulations

Section 15 Commercial Razor Clam

The purpose of these regulations is to sustainably manage the commercial harvest of razor clams in the waters of Brewster. The Select board reserves the right to modify these regulations at any time in order to protect and preserve this natural resource. The Department of Natural Resources recognizes the mobility of this fishery and the need to adjust the regulations as they migrate to new areas.

Section 15.1 Commercial Shellfish License Purchase

- A.) Only persons holding a current Town of Brewster Commercial Shellfish License with a Razor Clam Endorsement may harvest razor clams from the waters of Brewster.
- B.) Commercial Shellfish Licenses will be sold at the Department of Natural Resource Office (1657 Main Street, Brewster) April 1 to May 31

Section 15.2 Razor Clam Application

- A.) Renewal harvester applications will be accepted starting Friday April 1 through April 15 at the Department of Natural Resource Office.
- B.) New harvester applications will be available on Friday April 1 through April 28 at the Department of Natural Resource Office with the lottery on Friday April 29. If the available spots are not filled by April 29, the application period will extend through the end of May

Section 15.3 Endorsement Purchase

- A.) Renewal Endorsements will be available for purchase Tuesday April 5 2022, through April 15 2022 at Department of Natural Resource Office (1657 Main Street).
- B.) A computer-generated random selection lottery will be held on Friday April 29 2022 if there are more applicants than available spots.
- C.) Any new endorsement selected in the lottery may be purchased until May 31.
- D.) In the event that a harvester's license is revoked, that available endorsement may be filled, and a commercial shellfish license and razor clam endorsement may be purchased after May 31, based on a waiting list from the lottery.

Section 15.4 Annual Harvester Selection

- A.) In 2021, 10 regular harvesters and 1 student met the mid-year requirements and are subject to grandfathering for the 2022 season.
- B.) Total permits in 2022 will be 15 regular harvesters and four student harvesters.
- C.) 5 regular harvesters will be chosen by a computer-generated random selection lottery.
- D.) 3 student harvesters will be chosen by a computer-generated random selection lottery.
- E.) If a grandfathered regular harvester does not renew their license, their permit will be added to the regular harvester lottery.
- F.) If a grandfathered student harvester does not renew their license, their permit will be added to the student lottery.

Section 15.5 Endorsement Types

- A.) Regular Commercial Razor Clam Endorsement – The Select Board will issue 15 regular commercial razor clam endorsements to Brewster residents aged 21+.
- B.) Junior Commercial Razor Clam Endorsement - The Select Board will issue 4 junior commercial razor clam endorsements to Brewster residents aged 16-20 years old. This category has been capped at 4 participants who operate under the same rules and regulations as a regular commercial razor clam endorsement with exception to the endorsement fee and mid-year harvest requirements. Should the junior license holder turn 21 during the commercial season, they shall continue harvesting as a Junior until the season ends.
- C.) Apprentice - The Select Board may issue an apprentice razor clam endorsement to a resident child who is sponsored by a Town of Brewster commercial razor clam endorsement holder. Said child must be under the age of 16 and said apprentice endorsement shall expire on the child's 16th birthday or at the end of the commercial season. The apprentice may only assist a sponsor who is actively engaged in the harvesting of razor clams. Each razor clam endorsement holder is allowed 2 (two) apprentice permits. Any apprentice will not be subject to the grandfather privileges and must enter the lottery for the desired program.

Section 15.6 Endorsement fee

- A.) Regular \$ 25.00
- B.) Junior \$ 25.00
- C.) Apprentice No fee

Section 15.7 Season

The waters and flats of Cape Cod Bay in the Town of Brewster shall be open for the taking of razor clams annually from April 1st through December 31st, subject to seasonal closures of certain areas as detailed in section 15.11, Harvest Area. The taking of razor clams outside of this defined harvest period is prohibited.

Section 15.8 Harvest Methods

- A. The taking of razor clams by means of salting with food grade salt is allowable, provided there are no other species (such as soft-shelled clams or quahogs) within the inter-tidal zone of a given area. Areas of mixed species will be assessed and determined in the sole and unfettered discretion of the Shellfish Constable
- B. No other method of harvest is allowable, such as plungers, pumps, drags, dredges or electric charge.
- C. Harvesters cannot use a pre-mixed salt solution for harvesting, harvest site mixing only using ocean water and food grade salt.
- D. Dry salting (salt not in a water solution), broadcast salting (spreading dry salt over a tidal flat) or spraying of any other solution than food grade table salt is prohibited.

Section 15.9 Harvest Notification

- A. The Town of Brewster will require all harvesters to notify the shellfish constable each time they plan to harvest and specify whether by land or by boat. If by boat, indicate which harbor with adequate time for Shellfish Constables to respond.
- B. Prior to harvesting razor clams each day, the harvester must contact the Shellfish Constable to announce:
 - a) Name
 - b) Time
 - c) Location

Section 15.10 Harvester Reporting

A.) After harvesting, the harvester must complete all required fields on the google reporting document by the last day of that harvest month. This includes:

1. Harvester name
2. Number of pounds harvested
3. Location
4. Hours spent harvesting (Defined as: The first spray of salt to the last clam harvested)
5. Apprentice participation
6. Date
7. AM or PM tide

B.) On the last day of each month, all harvesters are required to submit photocopies of their harvest tags with the following information:

- Wholesale name
 - Date
 - Description (type of clam)
 - # of pounds
 - Stamped transaction number
- PLEASE OMIT ALL FINANCIAL INFORMATION

Methods of contact include: office phone (508) 896-4546 or text to department cell phone (774) 212-9040.

Section 15.11 Harvest Area

- A. All areas in Brewster waters from a point beginning 100 yards west of Ellis Landing and extending magnetic north and running East to the Town line border between Brewster and Orleans (see map) are closed April 1 through May 31 for commercial razor clamming. This area will open for harvest from June 1 through December 31 (pending initial assessment data and monthly harvest trends)
- B. All areas (except those designated in red, see map) in Brewster waters from a point beginning 100 yards west of Ellis Landing and extending magnetic north, and running west to the Town line border between Brewster and Dennis (see map) will be open April 1 through December 31 for commercial razor clamming.
- C. Commercial razor clamming is prohibited in aquaculture sites and designated recreational shellfishing areas defined as: Saint's Landing recreational quahog area, Littleneck rock beds off Ellis Landing.

Section 15.12 Tagging / Display Permit

- A. All shellfish harvested under a commercial shellfish permit shall be placed in a suitable container during transport. The container shall bear a label or tag legibly marked with:
 - a) Date of harvest.
 - b) Place of harvest (CCB20)
 - c) Digger's state permit number.
 - d) Name of digger.
- B. All shellfish, commercial permits and licenses shall be displayed upon demand of a Shellfish Constable or Town of Brewster police officer.

Section 15.13 Commercial Shellfish Hours

- A. See Commercial Regulations

Section 15.14 Landings

- A. All razor clams commercially harvested and landed shall be in bushel baskets measuring 18" in length, 10 ½ " in height, and 12 ¼" in width. (2150 cubic inches)
- B. All razor clams commercially harvested by foot shall be landed only at Town landings.
- C. All razor clams commercial harvested by boat will have to obtain written permission from the shellfish constable and the neighboring harbormasters in order to land shellfish in their harbors. In addition to tagging the bags CCB 20, the permit holder will have to retain a copy of this permission to display with their license.

Section 15.15 Temperature Restrictions

- A. See Commercial Regulations

Section 15.16 Size / Catch limit

- A. 5" (five) minimum size
- B. 2 Bushel per day limit

Section 15.17 Harvest Limit

- A. Each harvester will have a 2 (two) tide harvest maximum per month.

Section 15.18 Undersized Razor Clams

- A. All under sized (less than 5 inches) razor clams must be returned to the flats and buried (under the sand) immediately after harvest.

Section 15.19 Principally Domiciled Residency Requirements

- A. Each applicant for a commercial razor clam endorsement shall be a resident and principally domiciled in the Town for a period of twelve (12) months prior to application. If at any time the endorsement holder should change domicile to another town, the permit holder shall immediately notify the Shellfish Constable and the permit shall be automatically revoked and must be surrendered to the Shellfish Constable.
- B. Each application shall be subject to review by the Shellfish Constable and Select Board, prior to approval.
- C. Establishing residency shall be the burden of the applicant, to the satisfaction of the issuing authority to provide four (4) of the following documents as proof of a principally domiciled resident:
 - 1. A current mortgage statement;
 - 2. A current motor vehicle excise tax bill issued by the Town;
 - 3. A current real estate tax bill issued by the Town;
 - 4. A current lease or rental agreement of the applicant's residence/domicile in Brewster
 - 5. A current listing on the Town census or list of persons
 - 6. Or any other documentation as approved by the Shellfish Constable

Please note that a driver's license is not a valid proof of domicile

Section 15.20 Reason for License Revocation

- A. Failure to maintain the residency requirements
- B. Failure to meet the required reporting requirements within 30 (thirty) days of harvest
- C. Failure to renew an endorsement within the specified time requirements

Section 15.21 Pre-Season Density Assessment

- A.) April and May will be used to assess the population in the East end of Brewster (Ellis Landing to the Orleans/Brewster Town line.)
- B.) DNR staff and County staff, and harvesters will collaborate to conduct a resource assessment
- C.) Options from assessment
 - a. If assessment shows density is down compared to previous years, the East end of Brewster will remain closed
 - b. If assessment shows density is up compared to the previous year, the East end of Brewster will open from June 1 – December 31.

Section 15.22 Monthly Harvest Assessment

- A.) A monthly harvest assessment using data generated from pounds per day and pounds per minute, as generated in the existing harvest assessment.
- B.) Each harvester will be required to submit harvest data via the google document form and submit photocopies of each documented harvest day at the end of each month.
- C.) If harvest trends from these monthly reports show a further reduction in harvest levels, further restrictions, or closure to the Eastern end of Brewster shall be implemented.

Google document link: [Brewster Razor Clam Catch Report](#)

Section 15.23 Minimum Harvest Requirements

- A.) No minimum harvest requirements for 2022.

Section 15.24 Transferability of License

- A.) These licenses are not transferable.



Town of Brewster

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

Office of:
Select Board
Town Manager

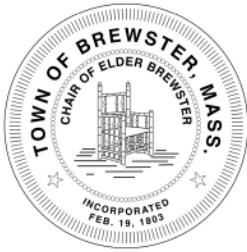
TO: Select Board
FROM: Erika Mawn, Conor Kenny
RE: Recommended Select Board Policy Revision: Policies 4 & 22
DATE: 5/5/2023

For your review and approval are updated versions of Policy 4 and Policy 22 of the Select Board Policy Handbook. Policy 4 deals with the Select Board Policy on Items Brought Before Select Board for Signature, while Policy 22 concerns the Select Board Public Beach, Pond And Landing Policies.

A number of policies in this handbook have been identified by Town Administration staff as being in need of revision. Policies 4 and 22 have not been amended since 1997 and 2016 respectively, and, as a result, contain information that is no longer accurate. Similarly, both policies do not, as currently written, adequately capture current municipal practice.

Due to the extensive revisions that have been made, and the file format of the current policy documents, it is not possible to show tracked changes. However, the existing policies have been included in this packet for reference.

These policy updates will memorialize practices that the Town has been following for several years.



Town of Brewster

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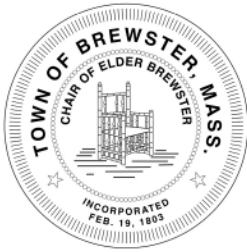
Policy No: 4

Date Approved: August 24, 1987

**Dates Amended: August 25, 1997
 May 8, 2023**

Select Board Policy on Items Brought Before Select Board for Signature

ITEM	SUGGESTED DISPOSITION	REASON
I. Accounting		
Warrant/Payroll	Sign (electronic)	Procedural & informational
Warrant/Expenses	Sign (electronic)	Procedural & informational
II. Licenses and Permits		
Aquaculture Licenses / Shellfish Grants	Stamp/Sign (ink)	Decision made in Open Meeting
Auctioneers Licenses	Stamp/Sign (ink)	Decision made in Open Meeting
Automatic Amusements	Stamp/Sign (ink)	Decision made in Open Meeting
Bowling Licenses	Stamp/Sign (ink)	Decision made in Open Meeting
Car Dealers – Class I, II, III	Stamp/Sign (ink)	Decision made in Open Meeting
C. C. Gas Permits	Stamp/Sign (ink)	Decision made in Open Meeting
Common Victualler	Stamp/Sign (ink)	Decision made in Open Meeting
Entertainment Licenses (Annual/Daily)	Stamp/Sign (ink)	Decision made in Open Meeting
General Licenses (Amusement)	Stamp/Sign (ink)	Decision made in Open Meeting
Hawker & Peddler Licenses	Stamp/Sign (ink)	Decision made in Open Meeting
Inn Holder & Lodging House Licenses	Stamp/Sign (ink)	Decision made in Open Meeting
Junk Collectors	Stamp/Sign (ink)	Decision made in Open Meeting
Junk Dealers	Stamp/Sign (ink)	Decision made in Open Meeting
Liquor Licenses (Annual/Seasonal/Daily)	Stamp/Sign (ink)	Decision made in Open Meeting
Livery	Stamp/Sign (ink)	Decision made in Open Meeting
Shellfish Grants	Stamp/Sign (ink)	Decision made in Open Meeting
Special Event Permits	Stamp/Sign (ink)	Decision made in Open Meeting
III. Agreements		
Affordable Deed Restrictions	Sign (ink)	Decision made in Open Meeting
Cemetery Deeds	Stamp/Sign (ink)	Decision made in Open Meeting
Community Emergency Management Plan	Stamp/Sign (ink)	Decision made in Open Meeting
Discharge of Mortgages	Sign (ink)	Decision made in Open Meeting
Gift Agreements	Stamp/Sign (ink)	Decision made in Open Meeting
Intermunicipal Agreements	Stamp/Sign (ink)	Decision made in Open Meeting



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May 8, 2023

Land Development Agreements	Sign (ink)	Decision made in Open Meeting
License Agreements	Sign (ink)	Decision made in Open Meeting
Memorandum of Agreement/Understanding	Sign (ink)	Decision made in Open Meeting
Mortgage Agreements	Sign (ink)	Decision made in Open Meeting
Regulatory Agreements	Stamp/Sign (ink)	Decision made in Open Meeting
IV. Contracts		
Cell Tower Lease Agreements	Stamp/Sign (ink)	Decision made in Open Meeting
Cell Tower Sublease Agreements	Stamp/Sign (ink)	Decision made in Open Meeting
Cell Tower Site Modifications	Stamp/Sign (ink)	Decision made in Open Meeting
Comcast & LCCAT License Agreements	Stamp/Sign (ink)	Decision made in Open Meeting
Commerce Park Leases & Adjustments	Stamp/Sign (ink)	Decision made in Open Meeting
Commerce Park Site Modifications	Stamp/Sign (ink)	Decision made in Open Meeting
Contracts Over \$1,000,000	Sign (ink)	Decision made in Open Meeting
Employment Agreements	Stamp/Sign (ink)	Decision made in Open Meeting
Grant Agreements/Applications	Stamp/Sign (ink)	Decision made in Open Meeting
V. Miscellaneous		
Appointments & Reappointments	Stamp/Sign (ink)	Decision made in Open Meeting
Borrowing Authorizations	Stamp/Sign (ink)	Decision made in Open Meeting
Election Warrant	Sign (ink)	Decision made in Open Meeting
Letters of Support	Stamp/Sign (ink)	Decision made in Open Meeting
Management Representation Letters	Stamp/Sign (ink)	Decision made in Open Meeting
Meeting Minutes	Stamp/Sign (ink)	Decision made in Open Meeting
Pass Through Town Permission	Stamp/Sign (ink)	Decision made in Open Meeting
Select Board Policies (Including Personnel)	Stamp/Sign (ink)	Decision made in Open Meeting
Theatre	Stamp/Sign (ink)	Decision made in Open Meeting
Town Landing and Public Beach Access Permission	Stamp/Sign (ink)	Decision made in Open Meeting
Town Meeting Warrants for Posting	Sign (ink)	Decision made in Open Meeting
Vote on Tabulating Systems	Stamp/Sign (ink)	Decision made in Open Meeting

POLICY NO: 4

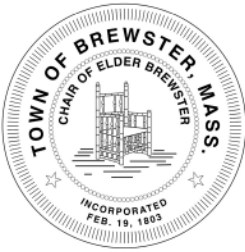
DATE APPROVED: 8/24/87

AMENDED: 8/25/97

TOWN OF BREWSTER

ITEMS BROUGHT BEFORE BOARD OF SELECTMEN FOR SIGNATURE

<u>ITEM</u>	<u>SUGGESTED DISPOSITION</u>	<u>REASON</u>
I. Accountant:		
1 warrant/payroll	sign two (2) copies	procedural & informational
1 warrant/expenses	sign two (2) copies	procedural & informational
1 warrant/revenue sharing	sign two (2) copies	procedural & informational
II. Licenses and Permits		
Auctioneers License	Stamp	Decision made in Open Meeting
Automatic Amusements	Stamp	Decision made in Open Meeting
Bowling License	Stamp	Decision made in Open Meeting
C. C. Gas Permits	Stamp	Decision made in Open Meeting
Car Dealers - Class I, II, III	Stamp	Decision made in Open Meeting
Junk Collectors	Stamp	Decision made in Open Meeting
Junk Dealers	Stamp	Decision made in Open Meeting
Liquor Licenses (Annual/Seasonal)	Stamp	Decision made in Open Meeting
Speaker Permits	Stamp	Decision made in Open Meeting
Sunday Public Entertainment	Stamp	Decision made in Open Meeting
Shellfish Licenses	Stamp	Decision made in Open Meeting
General Licenses (Amusement)	Stamp	Decision made in Open Meeting
Weekday Entertainment	Stamp	Decision made in Open Meeting
Threatre	Stamp	Decision made in Open Meeting
Pole Hearings	Stamp	Decision made in Open Meeting
Appointments	Stamp	Decision made in Open Meeting
Cemetery Deeds	Stamp	Decision made in Open Meeting



Town of Brewster

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

Email: TownManager@brewster-ma.gov

Policy No: 22

Date Approved: May 22, 1995

Dates Amended: August 25, 1997

April 23, 2012

December 19, 2016

May 8, 2023

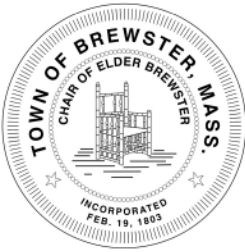
Select Board Public Beach, Pond And Landing Policies

Public Beach area includes the beach, the parking lot and abutting Town sand dunes and flats.

1. Vehicle permits are required for parking at all Town beaches, ponds and landings from June 15 through the Sunday of Labor Day weekend. Permits for parking may be obtained by residents using the mail-in program or online at www.brewster-ma.gov. Residents will be issued a physical permit that must be placed on the rear left bumper of the vehicle. Failure to properly attach and display the resident beach permit will result in a fine. [Please see Policy #64 for rules and regulations at First Light Beach.](#)

Non-resident daily and seasonal permits can be purchased online and will be issued electronically using plate reader technology verification. All permits (resident and non-resident) will bear the registration number and state for the vehicle for which it has been issued and shall be valid only for that vehicle.

2. Motor vehicles are not permitted to park or travel beyond the designated parking areas. Parking is only permitted in marked spaces. Parking is prohibited from blocking entrances to beaches, ponds, walkways to beaches, emergency access and side streets. Between the Saturday before Memorial Day and Labor Day of each year, motor vehicles, boats and trailers are prohibited from parking within the traveled portion of the road layout on beach and pond landing roads, for more information please see the [regulations governing roadside parking on town ways near town landings](#). Beaches, ponds and parking areas are closed from 10:00 pm to 6:00 am the following day, unless otherwise posted.
3. Tents, travel trailers, campers or other recreational vehicles are not allowed overnight on Town property. Vehicles over 22 feet are not permitted in public areas. Vehicles must fit within the painted lines.
4. When there is no lifeguard on duty, swim at your own risk. There is a lifeguard on duty at Long Pond Beach in the summer months from 9:00am to 4:00pm (subject to change). [Please see Policy #54 for more information on Long Pond Use](#). Please supervise children at all times within the public beach and pond areas, including in the water and on the flats.



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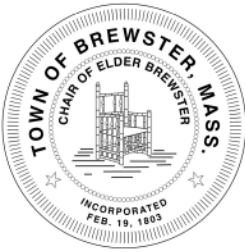
Dates Amended: August 25, 1997

April 23, 2012

December 19, 2016

May 8, 2023

5. Please keep off dune areas. These are areas which are subject to erosion from wind, water or traffic. Do not pick or disturb sea lavender, beach grass or other vegetation. Be aware of poison ivy, which is abundant. Please stay on designated paths. Certain paths or areas may be closed from time to time and will be so designated by signs. No feeding of waterfowl is allowed.
6. The consumption of alcohol, the consumption of marijuana (whether through smoking or edibles) and the use of illegal drugs is not permitted in or on Town facilities. No person shall possess alcohol, marijuana products or paraphernalia, or illegal drugs on Town property. The prohibitions in this section apply to all Town-owned properties, including but not limited to all public beaches, ponds, Town landings, Town owned parks, playgrounds, playing fields and walking trails, including vehicles thereon.
7. [Per Board of Health Regulation](#), smoking is prohibited on all Town-owned properties, including but not limited to all public beaches, ponds, Town landings, Town owned parks, playgrounds, playing fields and walking trails.
8. [Per Board of Health Regulation](#), all dogs, horses and pets (except service animals) are prohibited from public beaches, ponds, landings, and tidal flats 24 hours per day from May 15 to September 15. This includes all parking areas for and access areas to the beaches, ponds, landings, and tidal flats. Transferring an animal on a leash from a vehicle to a watercraft is allowed at landings. [Per Board of Health Regulation](#), no person owning or having care, custody or control of any dog shall allow such dog to soil, defile, defecate, or commit nuisance upon any public beaches, ponds, landings, and tidal flats.
9. Littering is prohibited. All refuse and recycling must be placed in a rubbish or recycling container. Please separate your refuse and recycling into the provided appropriate containers. Rubbish and recycling containers are in place seasonally; at all other times, please take your refuse and other materials with you when you leave. Glass containers are not allowed on beaches or at ponds. Household refuse may not be disposed of in beach refuse or recycling containers.
10. No person shall disturb the peace and tranquility of others. No lewd, obscene, profane or indecent acts or language or excessive noise are permitted on Town property.
11. The damaging, defacing, or removing of any building, structure, or sign on Town property is not allowed. Violators will be prosecuted.



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Dates Amended: August 25, 1997

April 23, 2012

December 19, 2016

May 8, 2023

12. Selling, advertising or giving away of goods or services on Town property is not allowed, except with written permission from the Select Board. The selling of single use plastic water bottles is prohibited per Town bylaw.
13. Use of detergents, boat washing or rinsing is prohibited. Boat storage and boat moorings require a Town permit. Please contact the Natural Resources Department for more information.
14. No person shall take from the flats or waters of the Town of Brewster sea clams, soft shell clams, mussels, quahogs, razor clams, oysters, scallops, sea worms or eels without first obtaining from the Town of Brewster a permit or license to do so. [Please see Town Shellfish Rules and Regulations for more information.](#)
15. Use of open fires on Town property is prohibited at all times, per the Fire Department. Fireworks are illegal in the State of Massachusetts.
16. Access to Town owned beaches, ponds, and landings may be restricted at the discretion of the appropriate Town staff at any time.
17. Private events on Town public beaches, ponds, and/or landings are not permitted between Memorial Day Weekend and Labor Day Weekend. Questions about use of these Town properties should be directed to the Town Manager's office.

Possible Fines up to \$200.00 for offenses.

David Whitney, Chair

Ned Chatelain, Vice Chair

Kari Hoffmann, Clerk

Mary Chaffee

Cynthia Bingham

DATE APPROVED: 5/22/95
AMENDED: 8/25/97
4/23/12
12/19/16

BOARD OF SELECTMEN
PUBLIC BEACH AND LANDING POLICIES


Public Beach area includes the beach, the parking lot and abutting Town sand dunes and flats. Yellow posts identify limits of Town property.

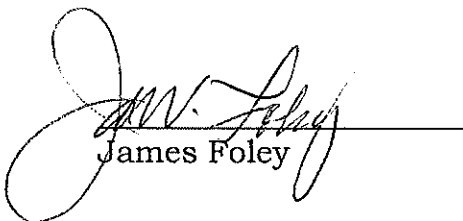
1. Vehicle permits are required for parking at all Town beaches and landings from June 15 through the Sunday of Labor Day weekend. **PERMIT MUST BE PLACED ON REAR LEFT BUMPER OF VEHICLE.** Motor vehicles are not permitted to park or travel beyond the paved parking areas. Parking is only permitted in marked spaces. Parking is prohibited from blocking entrances to beach, walkways to beach, emergency access and side streets. Beaches and parking areas are closed from 10:00 pm to 6:00 am, unless otherwise posted. Permits for parking and shell fishing may be obtained at the Brewster Town Offices, 2198 Main Street: June 1 to the Sunday before Labor Day, in person 7 days a week at the Permit Sales Office between the hours of 9am to 3pm. All other times of the year, in the Selectmen's Office, Monday through Friday, 8:30am to 4:00pm or by mail-in request year round.
2. **THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.**
Please supervise children at all times within the public beach area, including in the water and on the flats. There is a lifeguard on duty at Long Pond in the summer months, from 9:00am to 4:00pm. Please see the Long Pond Use Policy.
3. Please keep off any fenced or posted dune areas. These are areas which are subject to erosion from wind, water or traffic. Do not pick or disturb Sea Lavender, Beach Grass or other vegetation. Be aware of poison ivy, which is abundant. No feeding of waterfowl is allowed.
4. Per Board of Health Regulation, Smoking is prohibited on all public bathing beaches.
5. Per Board of Health Regulation, Animals and/or pets are not permitted on public beach areas or in unattended vehicles from May 1 to October 1. At all other times, owners are responsible for keeping pets leashed and for the removal of animal waste.
6. The possession and/or consumption of alcoholic beverages is prohibited on Town property. It is unlawful for any person to consume alcoholic beverages on public highways or in public parking places, including vehicles thereon, within the Town of Brewster.
7. Littering is prohibited. All refuse and recycling must be placed in a rubbish or recycling container. Please separate your refuse & recycling into the provided appropriate containers. Glass containers are not allowed on beaches. Household refuse may not be disposed of in beach refuse or recycling containers.


8. No person shall disturb the peace and tranquility of others. No lewd, obscene, profane or indecent acts or language or excessive noise are permitted on Town property.
9. The damaging, defacing, or removing of any building, structure, or sign on town property is not allowed. Violators will be prosecuted.
10. Selling, advertising or giving away of goods or services on town property is not allowed, except with written permission from the Brewster Board of Selectmen.
11. Tents, travel trailers, campers or other recreational vehicles are not allowed overnight on town property. Vehicles over 22ft are not permitted. Vehicles must fit within the painted lines.
12. Use of Detergents, boat washing or rinsing is prohibited. Boat Storage or Board Mooring requires a town permit. Please contact the Natural Resources Department.
13. Shellfishing is prohibited without a valid permit. Please see Town Shellfish Regulations.
14. Each beach parking permit shall bear the registration number and/or validity dates for the vehicle for which it has been issued and shall be valid only for that vehicle and/or date. Failure to properly attach and display beach permit will result in a fine.
15. Use of open fires or the use of fireworks is prohibited at all times, per the Fire Department
16. Access to Town owned beach parking areas may be restricted at the discretion of the appropriate Town Agents at any time.

Possible Fines up to \$200.00 for offenses.


John Dickson


Peter Norton


James Foley


Cynthia Bingham


David Whitney



Town of Brewster

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

Office of:
Select Board
Town Manager

May 8, 2023

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

Dear Chair Easley,

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

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

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

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

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

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

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

Sincerely,

Peter Lombardi
Town Manager



Town of Brewster

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

Office of:
Select Board
Town Manager

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Manager
RE: Proposed Request to Nauset Regional School Committee to Amend Regional Agreement
DATE: April 21, 2023

The Town Administrators and Managers from Brewster, Eastham, Wellfleet, and Orleans met on a regular basis with Nauset Superintendent Clenchy and her team this winter to discuss the school budgets and approach to financing the high school renovation project. The Town Finance Directors participated in these meetings on several occasions as well. At one of these recent meetings, I suggested we amend the regional agreement to change the methodology for calculating each member towns' capital and operating annual assessments. Per Sections IV D & E of the regional agreement, those amounts are currently based on each town's respective enrollment in the regional district schools on October 1 of the preceding fiscal year. Instead of basing annual assessments on a single year of student enrollment data, I propose calculating them based on a three-year rolling average of student enrollment.

Many other MA regional school districts have adopted this approach. By reducing the impacts of year-to-year shifts in student enrollment, it improves the ability of member towns to plan for and build their budgets. Its moderating effects also help avoid zero-sum scenarios between member towns. The Town Administrators in Eastham, Wellfleet, and Orleans have all expressed their support for making this change. Superintendent Clenchy also initially indicated she would be supportive.

Per Section VIII of the regional agreement, it may be amended by a majority of the Nauset Regional School Committee. I am seeking your guidance relative to formally submitting such a request. If the Board is supportive of taking this next step, it would also be beneficial to understand the extent to which the Board wants to request any other changes to the regional agreement.

NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

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

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

SECTION I

Membership of the Regional District School Committee

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

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

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

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

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

SECTION II

Types of Regional District Schools

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

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

SECTION III

Locations of Regional District Schools

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

SECTION IV

Apportionment and Payment of Costs Incurred by the District

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

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

SECTION V

Transportation

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

SECTION VI

Admission of Additional Towns

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

SECTION VII

Separation

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

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

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

SECTION VIII

Amendments

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

SECTION IX

Budget

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

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

SECTION X

Tuition Pupils

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

Initiated by the Nauset Regional School District School Committee.

**PROVINCETOWN TUITION AGREEMENT WITH THE
NAUSET REGIONAL SCHOOLS
FOR SCHOOL YEARS 2019-20 THROUGH 2023-24**

OVERVIEW

This agreement will serve as an extension of the existing agreement with the Nauset Regional School Committee (NRSC) to provide students in Grades 9-12 from the Town of Provincetown with full enrollment and access to all of the programs, services, and benefits available at Nauset Regional High School.

LENGTH OF AGREEMENT

The term of this agreement shall be for five (5) years from school year 2019-2020 through school year 2023-2024.

PER PUPIL TUITION-FY20

The tuition rate for 2019-2020 shall be a flat fee of \$18,457 per pupil.

TUITION INCREASES

The cost per pupil shall increase:

2020-2021 = 2.5%

2021-2022 = 2.5%

2022-2023 = 2.5%

2023-2024 = 3.5%

GOVERNANCE

The Nauset School Committee is supportive of Provincetown having a say in the governance of Nauset High School. At a future time, The Nauset Regional School Committee would entertain a proposal from Provincetown to become a full member of the Nauset Regional Schools through a process of amending our Regional Agreement with our four member towns to include Provincetown.

The Nauset Regional School Committee agrees to send electronic copies of its meeting agendas to the Provincetown Superintendent so that the Provincetown School Committee may stay well informed about the successes and the challenges in operating the Nauset Regional High School. A representative from the Provincetown School Committee shall be welcomed to attend any meeting of the Nauset Regional School Committee (regular, special, and sub-committee meetings) and said representative's attendance will be acknowledged by the Chair of the Regional School Committee. Should a representative from the Provincetown School Committee attend a Nauset School Committee meeting, he/she shall be entitled to participate in discussions in all areas, except as may be precluded by law. Provincetown representatives will not have the right to vote on any matters before the NRSC.

TERMS

In accordance with the provisions of Massachusetts General Laws Chapter 71, sections 1, 4, and 6, to permit the town of Provincetown not to maintain certain public schools, the Nauset Regional and the Provincetown School Committees enter into this tuition agreement applicable to students who reside in the town of Provincetown to attend Nauset Regional High School in grades 9-12.

The Nauset Regional School District agrees to accept upon request high school students in grades 9-12. In turn, the Provincetown Public School District agrees to provide the Nauset Schools with all student, school, health, or other data or records of any prospective student from Provincetown as required by the Nauset Schools. Said Provincetown students are entitled to attend Nauset Regional High School and participate in any and all programs and services on the same basis as resident students from the member towns that comprise the Nauset Regional High School. Provincetown students will be subject to all of the privileges and restrictions as outlined in the Nauset High School program of studies, student handbook, including but not limited to the Nauset High School discipline code.

The Nauset Schools and the Provincetown Schools each reserve the right to refuse or to terminate a placement in specific cases where one or the other feels that the Nauset program does not or cannot meet the Provincetown students' needs. Only students requested by the Provincetown School Department will be considered for placement at Nauset Regional High School. All students admitted will be allowed to complete their schooling at Nauset Regional High School so long as Provincetown continues to pay their tuition or unless individual circumstances occur that warrant termination.

ADDITIONAL COSTS/RESPONSIBILITIES OF PROVINCETOWN

A. Costs for Special Education for which the Provincetown School Committee retains full responsibility:

1. Independent Educational Evaluations if requested by the parents, pursuant to MA Special Education Law Ch. 71B 603 CMR 28.04 (5) (a-f).
2. Home or hospital instruction per 28.03 (3) (c) of the Regulations. Placements over 30 calendar days will result in the suspension of basic tuition charges.
3. Special Transportation per 28.05 (5) (a-c) of the regulations.
4. Students who require IEP services and placements which are not generally available within the Nauset continuum of programs (Examples: assignment of a 1:1 educational assistant, certain specialized therapies, out of district placements, out of school tutorial or home services, in-district or out of district extended day/year services). Nauset will invite the Provincetown special education administration and/or staff to any student meeting that could result in a student receiving services and/or placements outside of what is typically available to Nauset students. This will facilitate communication, budget planning, and resource allocation.
5. Nauset will communicate with the Provincetown administration regarding any student at risk for academic or behavioral failure.
6. Any evaluation beyond what is typically available to Nauset Regional students. (Example: vocational assessment, full psychological testing).
7. The Provincetown School Committee will defend any rejected IEP for which the parent has requested either a hearing before the Bureau of Special Education Appeals or a judicial hearing. A Provincetown representative will be notified of any rejected IEP as soon as it is received by the Nauset Special Education Department. The Nauset Special Education Department will collaborate with the Provincetown Special Education Administration if parents request mediation through the BSEA or through another method of resolution. A Provincetown representative will be invited to any BSEA or other mediation meetings involving Provincetown resident students.

B. Mandated services for Regular Education for which the Provincetown School Committee retains full responsibility:

1. All transportation for Provincetown resident students
2. Out of district regular education placements (i.e. 45 day suspension or evaluation programs or placements during which time the basic tuition charge will be suspended).
3. Court or State agency ordered placements or services beyond a regular day program at Nauset High School site.
4. Home schooling; tuition will not be charged upon student withdrawal for the purpose of home schooling.

PAYMENT TERMS:

The Nauset School Committee shall submit invoices to the Provincetown School Committee on a monthly basis with the first invoice being sent on or about October 1st. Invoices shall show the names of the students enrolled and the days they were members of Nauset High School. Provincetown agrees to make payment within 21 days of receipt of an invoice. Every attempt will be made by Provincetown to pay the final bill for June by June 30th.

The Provincetown School Committee and the Nauset Regional School Committee realize the mutual benefit of this agreement and are committed to working cooperatively in the best interests of the students and their families.

Thomas M. Conrad

Thomas M. Conrad
Superintendent of Schools duly authorized by
Nauset Regional School Committee

Date

Beth Singer

Beth Singer
Superintendent of Schools duly authorized by
Provincetown School Committee

4/25/19

Date

**TRURO TUITION AGREEMENT WITH THE
NAUSET REGIONAL SCHOOLS
FOR SCHOOL YEARS 2019-2020 THROUGH 2023-24**

OVERVIEW

This agreement will serve as an extension of the existing agreement with the Nauset Regional School Committee (NRSC) to provide students in Grades 7-12 from the Town of Truro with full enrollment and access to all of the programs, services, and benefits available at Nauset Regional Middle and High School.

LENGTH OF AGREEMENT

The term of this agreement shall be for five (5) years from school year 2019-2020 through school year 2023-2024

PER PUPIL TUITION – FY20

The tuition rate for 2019-2020 shall be a flat fee of \$18,457 per pupil.

TUITION INCREASES

The cost per pupil shall increase as follows:

2020-2021 = 2.5%

2021-2022 = 2.5%

2022-2023 = 2.5%

2023-2024 = 3.5%

TERMS

In accordance with the provisions of Massachusetts General Laws Chapter 71, sections 1, 4, and 6, to permit the town of Truro not to maintain certain public schools, the Nauset Regional and the Truro School Committees enter into this tuition agreement applicable to students who reside in the town of Truro to attend Nauset Regional Middle School in Grades 7&8 and Nauset Regional High School in grades 9-12.

The Nauset Regional School District agrees to accept upon request middle school students in grade 7 and 8 and high school students in grades 9-12. In turn, the Truro Public School District agrees to provide the Nauset Schools with all students, school, health, or other records of any prospective student from Truro as required by the Nauset Schools. Said Truro students are entitled to attend Nauset Regional Middle School or High School and participate in any and all programs and services on the same basis as resident students from the member towns that comprise the Nauset Regional School District. Truro students will be subject to all of the privileges and restrictions as outlined in the Nauset Middle and/or the Nauset High School program of studies, student handbook, as well as the Nauset Middle School and Nauset High School discipline code.

The Nauset Schools and the Truro Schools each reserve the right to refuse or to terminate a placement in specific cases where one or the other feels that the Nauset program does not or cannot meet the Truro students' needs. Only students requested by the Truro School Department will be considered for placement at Nauset Middle or Nauset High School. All students admitted will be allowed to complete their schooling at Nauset Middle and/or Nauset High so long as Truro continues to pay their tuition or unless individual circumstances occur that warrant termination.

ADDITIONAL COSTS/RESPONSIBILITIES OF TRURO

A. Costs for Special Education for which the Truro School Committee retains full responsibility:

1. Independent Educational Evaluations if requested by the parents, pursuant to MA Special Ed. Law Ch. 71B 603 CMR 28.04 (5) (a-f).
2. Home or hospital instruction per 28.03 (3) (c) of the Regulations. Placements over 30 calendar days will result in the suspension of basic tuition charges.
3. Special Transportation per 28.05 (5) (a-c) of the regulations.
4. Students who require IEP services and placements which are not generally available within the Nauset continuum of programs (Examples: assignment of a 1:1 educational assistant, out of district placements, out of school or home services; provided that home services are not generally available to other students enrolled in that program, or out of district extended day/year services). Nauset will invite the Truro special education administration and/or staff to any student meeting that could result in a student receiving services and/or placements outside of what is typically available to Nauset students. This will facilitate communication, budget planning, and resource allocation.
5. In order to promote continuity of services for students, the Truro and Nauset school administration agree to consider and work to allow a 1:1 educational assistant to be employed and paid by the Truro School District but assigned to a student who attends Nauset Middle School or Nauset High School. Said 1:1 educational assistant while employed by Truro, would be required to follow all policies, procedures, and directives of the Nauset School District.
6. Nauset will communicate with the Truro administration regarding any student at risk for academic or behavioral failure.
7. Any evaluation beyond what is typically performed for Nauset Regional students. (Example: vocational assessment, neuropsychological testing).
8. The Truro School Committee will defend any rejected IEP for which the parent has requested either a hearing before the Bureau of Special Education Appeals or a judicial hearing. A Truro representative will be notified of any rejected IEP as soon as it is received by the Nauset Special Education Department. The Nauset Special Education Department will collaborate with the Truro Special Education Administration if parents request mediation through the BSEA or through another method of resolution. A Truro representative will be invited to any BSEA or other mediation meetings involving Truro resident students.

B. Mandated services for Regular Education for which the Truro School Committee retains full responsibility:

1. All transportation for Truro resident students
2. Out of district regular education placements (i.e. 45 day suspension or evaluation programs or placements during which time the basic tuition charge will be suspended).
3. Home or hospital tutoring if required
4. Tuition will not be charged upon student withdrawal for the purpose of home schooling.

PAYMENT TERMS:

The Nauset School Committee shall submit invoices to the Truro School Committee on a monthly basis with the first invoice being sent on or about October 1st. Invoices shall show the names of the students enrolled and the days they were members of Nauset Regional High School or Nauset Regional Middle School. Truro agrees to make payment within 21 days of receipt of an invoice. Every attempt will be made by Truro to pay the final bill for June by June 30th.

The Truro School Committee and the Nauset Regional School Committee realize the mutual benefit of this agreement and are committed to working cooperatively in the best interests of the students and their families.

Thmo m. Conrad

Thomas M. Conrad
Superintendent of Schools duly authorized by
Nauset Regional School Committee

4/26/19

Date

Michael Gradone

Michael Gradone
Superintendent of Schools duly authorized by
Truro School Committee

4/26/19

Date

For Your Information (FYIs)

1. AARP Tax Program Recap
2. Council on Aging Wellness Fair
3. Resident Letter to Brewster Housing Coordinator
4. Community Development Block Grant (CDBG) Program Monthly Update
5. Barnstable County HOME Consortium Renewal of Mutual Cooperation Agreement
6. Recreation Commission Approved Community Pool Regulations
7. Town of Barnstable Weights and Measures Program Report
8. Aids Support Group of Cape Cod Report
9. Comcast Changes to Xfinity TV Service

Donna Kalinick

From: sharon marotti <sharon.aarpvol@gmail.com>
Sent: Wednesday, May 3, 2023 11:28 AM
To: Elton Cutler; Lauren Williams; Lauren Zeller; Donna Kalinick; Tom Thatcher

I want to take this opportunity to thank everyone at the Senior Center and at Town Hall who helped us provide tax preparation assistance to our Brewster residents.

Particularly, I would like to thank Lauren Zeller, Lauren Williams, and Tom Thatcher for their continuing assistance throughout the entire process. For Lauren and Lauren - their help in scheduling appointments, distributing forms packets to the tax clients, and generally keeping us informed of schedules and changes each week - was invaluable. For Tom, thanks for all of the help in our setup, and for being there each week to help us with whatever we required.

I would also like to acknowledge our own tax preparer volunteers – Richard Carroll, Nick Demetras, Diane Johnson, and Tom Kwasniak and thank them for their tireless efforts during this tax season.

Following are our final statistics for this tax season in Brewster

Returns Processed and Efiled – 121
Total Refunds from IRS - \$92,270
Total Refunds from MA - \$42,084
Total Tax Due IRS - \$18,078
Total Tax Due MA - \$4,685

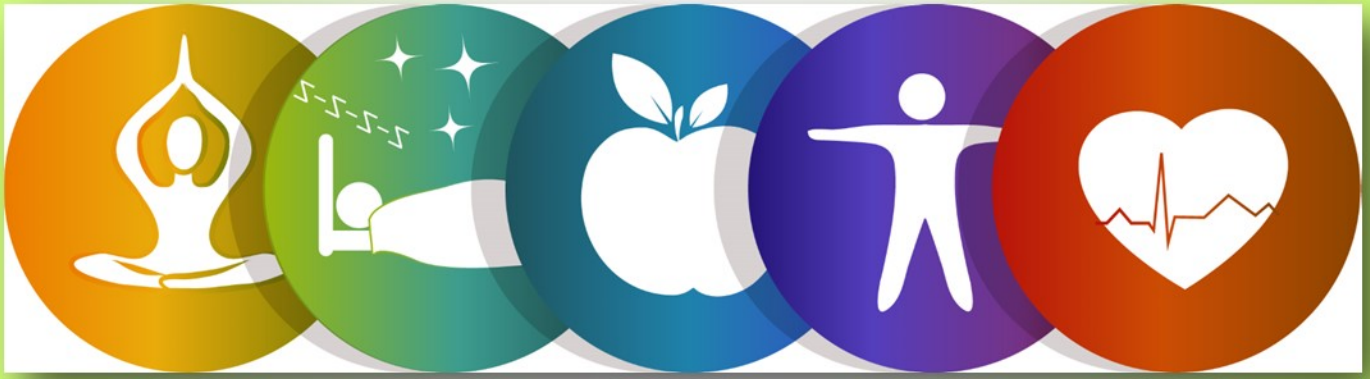
Although we serve anyone who comes in to have their taxes prepared, our primary base is low to middle income Seniors. Many of them have come to depend on us for this service, and faithfully return each year to have their taxes prepared. A good portion of the state refunds are Senior Circuit Breaker credits of up to \$1,200, which help lower income senior homeowners pay the real estate taxes on their homes.

Again – thanks to all involved this year, and we look forward to another productive tax season in Brewster in 2024.

Regards,

Sharon Marotti
Local Coordinator, Brewster

--



Brewster Council on Aging

Wellness Fair

Over 20 vendors

Cape Medical Reserve

Karas Construction Co.

Family Food Pantry

Brewster Recreation Department

Parish Nurse Ministries of Cape Cod

Cape Light Compact

NAMI of Cape Cod

Cape Wellness Collaborative

Brewster Health Department

Hearts & Paws Companion Dogs



Health Screenings

AND MUCH MORE!

Friday, May 19th, 2:00 - 4:30

BREWSTER BAPTIST CHURCH

1848 Main Street

April 21, 2023

Nicole L. Anthony
14 Yankee Drive Brewster Ma.
[REDACTED]

Jill Scalise
Brewster Housing Coordinator Brewster Town Offices
2198 Main Street
Brewster, MA 02631
Re: 14 Yankee Drive

Dear Jill,

It is with excitement and great pride that I write my new address on the top of my letter to you! I want to thank you and everyone involved with Brewster Housing for giving me the opportunity to purchase 14 Yankee Drive.

As you may know, I was born and raised in Brewster. Returning to my hometown and owning my own place is a dream come true.

I have met several of my neighbors and they have been very welcoming. I recently painted the unit and I am in the process of installing new flooring. I am excited to start furnishing and decorating. I am looking forward to having my first cookout with friends and family this summer! None of this would have been possible without the hard work and commitment from you and the Brewster Housing team, I will continue to support the program and I can't thank you enough!

Nicole Anthony-Owner



TO: Donna Kalinick, Jill Scalise, Town of Brewster
FROM: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.
DATE: May 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're looking forward to the Interim Public Hearing on May 11th.

Housing Rehabilitation:

Progress continues in the housing rehab program- we now have 14 projects approved and in all stages of the process. 5 homes are complete and 5 are under construction. 2 projects have gone out to bid for their General Contractor and will be heading under construction this month. We're assisting one approved homeowner with their fuel assistance application. If approved, fuel assistance could provide services that would free up CDBG funds to address other critical needs. Lastly, the 14th project is being visited by the Housing Rehab Inspector and Lead Inspector this week, doing the project intake pieces that help us put together bid documents.

Given the scope of needs in many of the homes we visit, TRI is working with homeowners to access all funding opportunities available to them. TRI has a stellar history of leveraging funds with partnering programs, maximizing the impact we're able to make on homes with a wide range of critical needs.

We're looking forward to continued progress this program year, and continue to see our waitlist grow in anticipation of future funding.

Childcare Subsidy Program:

We are pleased with the continued progress of the Childcare Subsidy Program, which is now 63% encumbered for the year. We've received applications from 26 local families and are funding 21 approved children. Over the past month, we've started hearing from families in need of summer care for their children. Summer is a busy time for LMI working families in the region, especially those who rely on the tourist season to earn the majority of their annual income. We work with wonderful summer programs and fund many school-aged children who require care while their parents work. We expect those applications to continue rolling in over the next two months, leading to summer break.



Barnstable County

Regional Government of Cape Cod
3195 Main Street | Barnstable, Massachusetts 02630

Joseph R. Pacheco
Director

Mandi Speakman
Deputy Director

Department of Human Services

May 5, 2023

Via Email Only: plombardi@brewster-ma.gov

Peter Lombardi, Town Administrator
Town of Brewster
2198 Main Street
Brewster, MA 2631

RE: Barnstable County HOME Consortium
Automatic Renewal of Mutual Cooperation Agreement
Department of Housing and Urban Development (HUD)

Dear Mr. Lombardi:

This letter is to inform you that the Mutual Cooperation Agreement of the Barnstable County HOME Consortium (“Mutual Agreement”) is in the process of being automatically renewed for another three-year term. The HOME Consortium, which consists of all fifteen towns of Barnstable County, was created in 1994 and an Advisory Council for the Consortium was created under Barnstable County Ordinance 92-3. The Advisory Council consists of a member representative from each of the fifteen towns and two at-large members. In 1994, the County and the individual towns entered into the Mutual Agreement. In 2005, the Mutual Agreement was updated to include an automatic renewal process. As Barnstable County is the lead entity of the Consortium, it is our responsibility to notify you of the process for renewal of the Consortium.

The HOME Investment Partnerships Program (HOME) provides formula grants to states and localities for affordable housing assistance. Since 1994, the HOME Consortium has received over \$17 million in HUD grant funds under the HOME Investment Partnership Program and has repurposed an additional \$2.2 million in program income funds. Barnstable County, through the Human Services Department, administers the HOME Program at no cost to the member towns.

In order to continue to receive HUD HOME allocations for the next three-year term, which is for federal fiscal years 2021, 2022, and 2023 (October 1, 2020 through September 30, 2023), the County is required to notify HUD of our intention to continue as a Consortium under the HOME Program.

Pursuant to Section 10c of the HOME Consortium Mutual Agreement, the County is to notify all member Towns of their right not to participate in the HOME Consortium for the next three-year term. **Member Towns have thirty (30) days from the date of this letter to respond in writing to this office if they do not wish to participate. If the Town wishes to continue as a Consortium member, the Town is not required to take any action and is automatically renewed for another three year term.**

Please note that pursuant to HUD regulations for a HOME Consortia and the funding formula, all fifteen member Towns must remain in the Consortium in order for the County to continue to be eligible for annual HOME funding allocation.

If you have any questions regarding the automatic renewal process of the Mutual Agreement or the HOME Program in general, please feel free to contact me and I would be happy to discuss.

Sincerely



Renie Hamman, HOME Program Manager

Renie.hamman@barnstablecounty.org

508-375-6622

enc. Mutual Cooperation Agreement and First Amendment

cc: Erika Mawn

cc: Jill Scalise

**FIRST AMENDMENT TO
MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **FIRST AMENDMENT TO MUTUAL COOPERATION AGREEMENT** ("First Amendment") is made as of this 3rd day of June, 2014, by and among the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter "County"), the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter "Towns"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Mutual Cooperation Agreement of the Barnstable County Home Consortium under the Cranston-Gonzalez National Affordable Housing Act among the parties dated July 15, 2005 (the "Agreement").

The purpose of this First Amendment is to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements.

Accordingly, the parties agree as follows:

1. Section 10 c. of the Agreement is hereby deleted and replaced with the following:

c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s) or HOME Consortia web page, the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD by the County as specified in the Consortia Designation Notice.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the County, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR Section 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of this agreement will be void if: the County fails to notify a Consortium member or the HUD Field Office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

2. The remaining terms and conditions of the Agreement shall continue in full force and effect.

By Barnstable County, Representative Member

By:  _____

By:  _____

By: _____

As Barnstable County Commissioners

**MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

MUTUAL COOPERATION AGREEMENT made this 15th day of July, 2005, by and between the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter "County") and the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter "Towns").

WHEREAS, the National Affordable Housing Act of 1990 has authorized the Home Investment Partnerships Act (hereinafter "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to local governments for increasing the supply of affordable housing; and

WHEREAS, HUD has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government, which do not individually have the populations necessary to qualify for HOME Program funding, to enter into mutual cooperation agreements to form a consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Program; and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program; and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the funding benefits of HUD and to create or improve affordable housing for their low and moderate income residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 – DEFINITIONS

a. "Member" means a unit of local government which is a signatory to this agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.

b. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement, as defined in HUD regulations and requirements as now or hereafter in effect.

- c. "CP" means a Consolidated Plan, as defined in 24 CFR, Parts 92 and 91 and required by HUD regulations and requirements as now or hereafter in effect.
- d. "CHDO" means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.
- e. "CFR" means Codes of Federal Regulations.
- f. "Barnstable County Home Rule Charter" means the charter established under Massachusetts General Laws, Chapter 163 of the Acts of 1988.

SECTION 2 – PURPOSES

This agreement is entered into for the purpose of meeting the criteria established in 24 CFR, Part 92 for obtaining general local government status as a consortium of otherwise ineligible towns and county in order to obtain funding for the HOME Program. Moreover, this agreement is entered into in order to benefit the residents of both the towns and county by enhancing the quality of life of those residents benefiting from the HOME Program.

SECTION 3 – MEMBERS/CREATION OF CONSORTIUM

The County and Towns are members of the consortium and by execution of this Agreement hereby form a consortium to be known as the "Barnstable County HOME Consortium" (hereinafter "Consortium").

SECTION 4 – STATUS OF CONSORTIUM

- a. The Consortium shall function as a unit of general local government for funding under the HOME Program upon designation by HUD.
- b. The Consortium shall seek to obtain HOME funds that become available upon notice by HUD and the state's Department of Housing and Community Development.
- c. This agreement is not intended to limit or otherwise restrict the signatories to this agreement from participating in programs and/or from seeking funding from HUD for purposes not involving the Consortium and the HOME Program.
- d. The program year for the Consortium and the HOME Partnerships Program, Community Development Block Grant, Emergency Shelter Grant and Housing Opportunities for People with AIDS programs begins July 1st.

SECTION 5 – SET ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The Consortium is responsible for reserving not less than 15 percent of its HOME Program funds for investment only in housing to be developed, sponsored, or owned by CHDO's.

SECTION 6 – CONSOLIDATED PLAN

Members of the Consortium shall cooperate in the preparation of a Consolidated Plan covering the jurisdictional boundaries of Barnstable County and the member towns as required by federal regulations. The preparation of the CP will take place pursuant to 24 CFR Parts 92 and 91 as required by HUD regulations.

SECTION 7 – MATCH REQUIREMENTS

- a. The Consortium is responsible for obtaining the necessary match or matching requirement credits (see below) for all of its projects as required by HUD regulations and requirements as now or hereafter in effect.
- b. HUD will determine the match necessary based on the total match required for all projects of the Consortium as a whole. Therefore a single member may contribute to the Consortium a match that is more or less match than is proportionate for a given project or projects. The Representative Member will assign any surplus match credit to other projects within the Consortium.
- c. In any case where an appropriation or transfer for the purpose of providing match credits requires action by the legislative body of a member, said action would be a condition precedent to the dedication of funds or property as a match.

SECTION 8 – REPRESENTATIVE MEMBER

- a. The County shall be the member unit of government authorized to act in a representative capacity to HUD on behalf of the member units of the Consortium. The County shall only be a representative of the Consortium for the purposes established in this Agreement and shall be the lead entity having overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of both the HOME Program and the CP and with the Barnstable County Home Rule Charter. No party shall have veto power as to implementing the CP and the parties agree to act in cooperation to achieve CP goals.
- b. The Representative Member shall establish such administrative procedures as may be necessary to facilitate the application for and distribution of HOME Program funds.
- c. The Representative Member shall be responsible for obtaining the funds for the costs of administering the HOME Program.
- d. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.
- e. The Representative Member shall be entitled to retain interest as provided in HUD regulations and requirements as now or hereafter in effect for administrative expenses incurred solely in its capacity as Representative Member.

SECTION 9 – MEMBER UNITS OF LOCAL GOVERNMENT

- a. Each Member agrees to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program.
- b. The Consortium and each of its members agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- c. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Consortium as defined in HUD regulations and requirements as now or hereafter in effect. This includes, but is not limited to, information necessary for the CP, and certifications.
- d. Each Member will have one representative on the Barnstable County HOME Consortium Advisory Council.

SECTION 10 – TERM OF AGREEMENT AND RENEWAL

- a. This Agreement shall remain in effect during the period necessary to complete all activities funded for Federal Fiscal Years (FFY) 2006, 2007 and 2008 HOME Program formula allocations or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD. The Consortium and each of its members hereby agree to comply with all of HUD's regulations and requirements regarding the HOME Program as now or hereafter in effect, notwithstanding the provisions of the Barnstable County Home Rule Charter
- b. The parties agree to remain in the Consortium and be bound by the provisions in this Agreement for the entire term as described herein.
- c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s), the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD as specified in the Consortia Designation Notice.

The Consortium agrees that it shall, as a condition of automatic renewal, adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and then submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to comply with this stipulation will void the automatic renewal of the Agreement.

SECTION 11 – FAIR HOUSING

Each member of the Consortium agrees to affirmatively further fair housing in accordance with 24 CFR Part 92.

SECTION 12 – AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS

The attached authorizing resolutions are hereby incorporated herein by this reference thereto. The certifications of legal counsel set forth below shall be deemed an integral part of this Agreement.

SECTION 13 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and all applicable HUD regulations. HOME Program regulations and requirements as now or hereafter in effect are incorporated by reference for determining any issues that may arise concerning the Consortium.

SECTION 14 – SEVERABILITY

The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

SECTION 15 – COUNTERPARTS

This Agreement may be executed in counterparts and each executed agreement shall be treated as the original.

SECTION 16 – TERMINATION

This Agreement may be terminated by HUD as established in 24 CFR Part 92.

SECTION 17 – AMENDMENT

No amendment to this agreement, other than those referred to in Section 10(c) above, shall be effective unless executed in writing and approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15th day of July, 2005.

BREWSTER COMMUNITY POOL REGULATIONS

POOL INFORMATION & SAFETY RULES

- **POOL HOURS:** 7am to 6pm daily except Wednesday noon to 6pm.
- **CAPACITY:** No more than 100 people are permitted in pool area at one time including the pavilion.
- **LIFEGUARD SUPERVISION:** Swim only when lifeguards are on duty. All persons in the pool area shall follow the directions of the lifeguards and any failure to do so may result in expulsion.
- **CHILDREN:** Under age 12 must be accompanied in pool area by an adult 18 or older.
- **SHOWERS:** Swimmers must take a cleansing shower before entering the pool.
- **WEATHER:** Pool staff have the authority to clear the pool & pool area during hazardous weather or other circumstances that deem constitutes a threat to public health or safety.
- **HEALTH:** Do not swim if you are sick, have an infection, are wearing a bandage, or have an open cut or sore.
- **SWIM TESTS:** Children under the age of 12 will not be permitted in the pool unless and until they take a swim test to determine if they are a non-swimmer, beginner, or swimmer. Non-swimmers must be accompanied by an adult in the pool who is within arm's reach. Beginners must stay in an area where they can stand with their face above the surface.
- **FLOTATION DEVICES:** Floats and inflatables are not allowed in the pool. Only US Coast Guard approved Personal Flotation Devices (USCG-PFD) are permitted in the pool. Parents are required to be in the water within arm's reach of children using USCG approved devices. Any patron wearing such a device is only permitted in the shallow area of the pool. Adult swimmers may use water-walking belts. The Town will supply kick boards and pool noodles on a limited basis.
- **ATTIRE:** Clean swim wear is required; no street clothes or shoes may be worn in the pool.
- **NON-TOILET TRAINED CHILDREN:** Must wear a swim diaper & a swimsuit.
- **RESPECT OTHERS:** Please do not disrupt other pool users including lap swimmers, swim lessons, and classes.
- **MANNERS:** No person shall disturb the peace and tranquility of others or act in a manner that exposes others to risk of physical harm. No lewd, obscene, profane, or indecent acts or language or excessive noise are permitted on Town property. Improper conduct causing undue disturbances in or about the pool area or any acts which would endanger any patron are grounds for expulsion.
- **TRASH/RECYCLING:** Dispose of trash and recycling properly.
- **BEVERAGE BOTTLES:** Reusable beverage bottles may be used on the pool deck. No glass allowed.
- **INJURIES:** Report injuries immediately to lifeguard or pool staff.

NOT ALLOWED IN POOL AREA

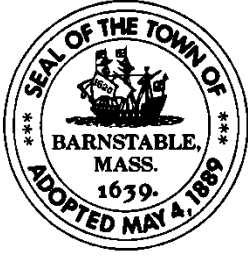
- Floats (exceptions noted above)
- Toys such as balls or beach toys
- Diving from pool deck
- Glass, chewing gum, smoking or food; please enjoy food in the pavilion
- Alcoholic beverages or intoxicated persons
- Changing of diapers within 8 feet of the pool
- No personal chairs or umbrellas
- Chairs, strollers, etc. within 4 feet of the pool
- Animals, except for service animals
- Running, boisterous/rough play, pushing, acrobatics, dunking, wrestling, intentional splashing, spitting, jumping haphazardly, towel snapping, or similar behavior
- Amplified music

IN EVENT OF EMERGENCY: Call 911

Contact the Brewster Recreation Department with questions about the pool:
(508) 896-9430 or recreation@brewster-ma.gov

- **LIABILITY:** The Town Brewster and its agents assumes no liability for injuries sustained in the use of this facility. Users do so at their own risk and are solely responsible for injuries and/or damage caused by their actions, or to their person by other users.
- **RULES ENFORCEMENT:** Town staff have authority to enforce all pool rules and to administer additional safety rules to protect pool users. Patrons who repeatedly violate rules may be denied use of the pool complex.
- **COMMERCIAL ACTIVITIES/SOLICITATION:** Requires Town Manager's prior permission.

Per Order of Brewster Recreation Commission



Town of Barnstable
Inspectional Services Department
Weights & Measures Program

230 South Street, Hyannis, MA 02601
www.town.barnstable.ma.us
Telephone: 508-862-4671 Fax: 508-778-2412

Brian Florence, Director
Jeff Carter, Deputy Director

Kevin Friel
Sealer of Weights & Measures
Program Manager

April 25, 2023

Ms. Donna Kalinick
Assistant Town Administrator
Brewster Town Hall
2198 Main Street
Brewster, MA 02631

Dear Ms. Kalinick,

Enclosed is the quarterly report from January 1 to March 31, 2023 detailing all Weights & Measures activity within the Town of Brewster.

- Annual inspections were conducted on scales that were timely for inspection.
- One new business location was added that uses a scale that we have tested and certified.
- Remaining inspections will continue when the inspectors are in the area.

The Town of Barnstable is going through some office changes and the weights & measures office has relocated to the Town of Barnstable's School Administration Building located at 230 South Street in Hyannis.

We recently hired a new Inspector of Weights & Measures to backfill my old position. A long time town employee, Michael Collopy was selected to fill the position and he started with us on February 10, 2023. We are excited to have Michael join our team.

Kind Regards,

Kevin Friel
Town of Barnstable
Sealer of Weights & Measures/Program Manager

Town of Barnstable Weights and Measures Program
 From 1/1/2023 to 3/31/2023

Brewster

		Adj	Seal	Not Sealed	Cond	Sealing Fees	Reinp Fees	Device Fines	PV Fines	IP Fines	PK.CH. Fines	VFH Safety	C.C. Fines
Scales	A	Cap Over 10,000 lbs											
	B	5,000 - 10,000 lbs											
	C	100 - 5,000 lbs	1	1		90							
	D	Under 100 lbs		4		240							
	E	Under 10 lbs											
		Balances											
Weights		Avordupois											
		Metric											
		Troy											
		Apothecary											
Automatic Liquid Measuring		Meters, Inlet 1" or less											
		Gasoline											
		Oil, Grease											
		Vehicle Tank Meters											
		Bulk Storage											
		Meters											
Other Automatic Measuring		Taximeters											
		Leather Measuring											
		Wire/Cordage											
		Cloth Measuring											
		Reverse Vending											
Linear Measures		Yardsticks											
		Tapes											
Scan		Scan - Above 98%											
		Scan - Below 98%											
Complaints													
Pkg. Check		36											
UPC													
IP not Fined													
Totals			1	5		330							

Fees: \$330.00

Fines: \$0.00

Total: \$330.00

Categories for Barnstable Quarterly Reports top row	
Adj	Any adjustments/ calibrations to bring device in tolerance
Seal	Device has been sealed for that calendar year
Not Sealed	Device has not met compliance at time of insp; may need repair
Cond	Condemned device-does not meet standards for compliance
Sealing Fees	Dollars brought in for specific category of devices
Reinp Fees	Charges if device once sealed; needed repair and re-sealing
Device Fines	Charges if device has been found to be in use unsealed & not tested
PV Fines	Price Verification (Scanners) Violations
IP Fines	Item Price Violations mainly pricing at grocery/food stores
PK. CH Fines	Package Checking (Net Weight inspections) Violations
VFH Safety	Vehicle For Hire Safety inspections fees
C.C. Fines	Customer Complaint violations –this option has been disabled
Side Column categories	
Complaints	How many complaint weights and measures has investigated
Pkg. Check	How many individual packages were inspected for net weight
UPC	Unit Price Code inspections per item
IP not fine	Pricing inspection conducted resulting in compliance



June 30, 2023

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

Dear Susan:

On behalf of the AIDS Support Group of Cape Cod, please accept this invoice for services provided in the third and fourth quarters of FY23 ending June 30, 2023, in the amount of **\$2,500.00**.

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

ASGCC services for medical case management and related support, along with testing services, were provided to 12 Brewster residents during these quarters.

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

Sincerely,

Paul D. Christenson
Senior Accountant

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

ASGCC.ORG  **508.487.9445**

ASGCC PROVINCETOWN, PO BOX 1522, PROVINCETOWN, MA 02657

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



April 21, 2023

Select Board
Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change to the Xfinity channel lineup provided in your community:

- *Effective May 23, 2023, HBO Max will be renamed Max*

Customers are receiving notice of this change in their bill. Please do not hesitate to contact me with any questions at Michael_Galla@comcast.com.

Very truly yours,

Michael Galla

Michael Galla, Sr. Manager
Government Affairs