



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 22, 2023 at 6:00 PM

Select Board

David Whitney
Chair

Edward Chatelain
Vice Chair

Kari Hoffmann
Clerk

Mary Chaffee

Cynthia Bingham

Town Manager
Peter Lombardi

Assistant Town
Manager
Donna Kalinick

Project Manager
Conor Kenny

Executive
Assistant
Erika Mawn

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

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

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

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

Zoom Webinar: <https://us02web.zoom.us/j/89092910526?pwd=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. 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.
6. Select Board Announcements and Liaison Reports
7. Town Manager's Report (pages 3-7)
8. Consent Agenda (pages 8-60)
 - a. Meeting Minutes: April 24 and May 8, 2023
 - b. Approve & Sign License Agreement with Boy Scouts & Girl Scouts & Cub Scouts for Bottle Recycle Program at the Recycling Center
 - c. Fee Waiver Request: Latham Centers Inc. for Building Permit Fees
 - d. Natural Resources Department Item Declared as Surplus and Acceptance of Donated Item
 - e. Department of Public Works Item to be Declared as Surplus for Disposal
 - f. Hawker and Peddler License Application and Fee Waiver Request: Friends of Brewster Dog Park, Inc.
 - g. Special Event Application: Friends of Brewster Dog Park, Inc.
 - h. One Day Entertainment License and Fee Waiver Request: Beyond the Bounds and Movement Arts Cape Cod
 - i. One Day Liquor License Applications: Cape Cod Museum of Natural History and Friends of Brewster Elders (and Fee Waiver Request)
 - j. Appointment of Alternate to Old Kings Highway Historic District Committee
 - k. Grant Applications: Community Planning Grant Program (Housing) & Enhance Digital Literacy for Older Adults (Council on Aging)
 - l. Facility Use Application: Long Pond Woodland Lot and Trails
 - m. Fee Waiver Request- Cape Cod Sea Camps Building Safety Inspections
9. 6:15pm Continued Public Hearing - Seasonal All Alcohol Liquor License Application: Guapo's Taco Shack, LLC at 239 Underpass Road (page 61)



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10. Discuss and Vote on Common Victualler License Application for Guapo's Taco Shack, LLC at 239 Underpass Road (pages 62-81)
11. Vote on Liquor License Change of Manager for Brown Dog Investments Inc. d/b/a Laurino's Cape Cod Village (pages 82-89)
12. Discuss Revised FY23 Nauset Regional Schools Operating Budget and Next Steps (pages 90-116)
13. Discuss Feedback on Select Board Remote Participation Policy for Town Boards & Committees (pages 117-120)
14. Discuss and Vote on FY24 Memorandum of Agreement with Orleans Council on Aging for Adult Supportive Daycare Program (pages 121-122)
15. Discuss and Vote on Intermunicipal Agreement with Truro for Net Metering Credits (pp.123-130)
16. Discuss and Vote on Amendment to Host Community Agreement with Cape Cod Grow Labs, LLC (pages 131-147)
17. Update on American Rescue Plan Act Expenditures and Vote on Revised ARPA Plan (pp. 148-154)
18. FYIs (pages 155-193)
19. Matters Not Reasonably Anticipated by the Chair
20. Questions from the Media
21. Next Meetings: June 5, June 26, July 10, July 24, August 7, and August 21, 2023
22. Adjournment

Date Posted:
05/18/2023

Date Revised:

Received by Town Clerk:

BREWSTER TOWN CLERK
Jh
123 MAY 18 3:40PM

Town of Brewster Cape Cod Sea Camps Planning

Welcome to community forum #1!

Date: Saturday, May 20th 2023

Time: 10am -12pm or 1pm - 3pm

Location: Bay Property Dining Hall

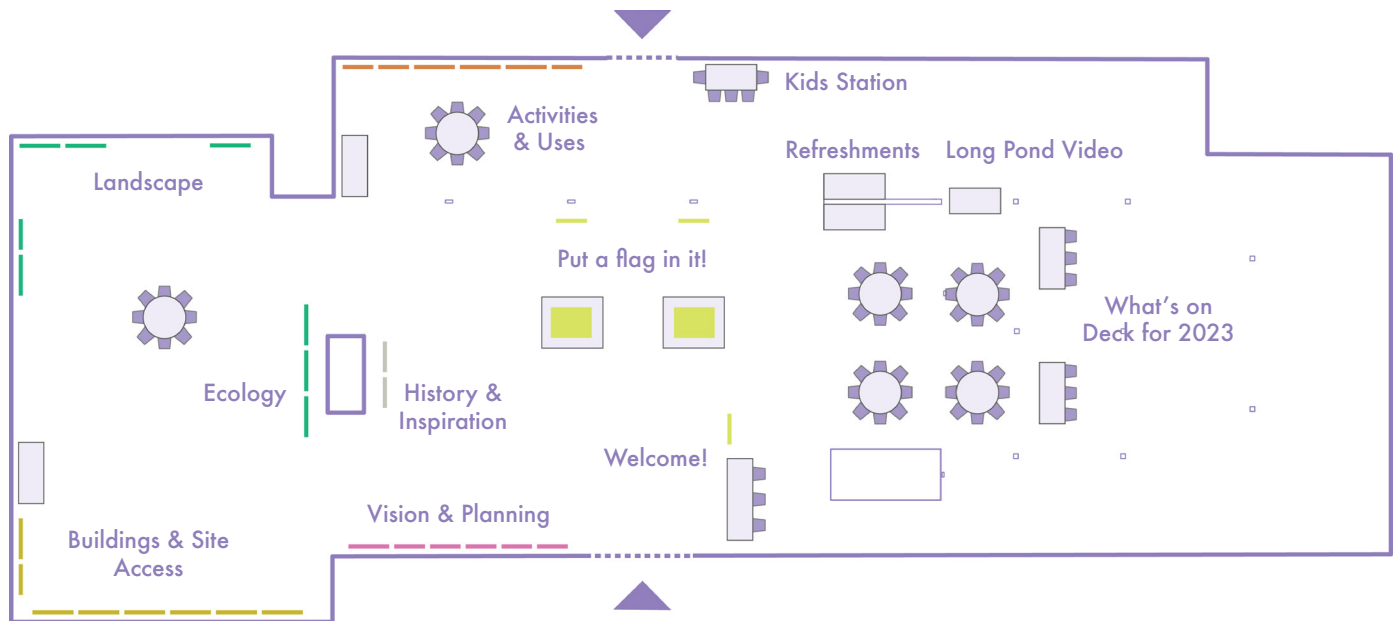
The Bay Property will be open to the public to explore by foot anytime between 9am-4pm.



Community Forum #1 will be a fun, engaging community event that introduces the comprehensive planning process for both the Bay and Pond properties, shares information about the properties, and gathers feedback from the community. This event will be the first public community workshop in a series of six that takes place over the course of the planning process.

Each session will begin with introductory remarks. The remainder of the meeting will be a community workshop with boards and activities around the room. The purpose of the workshop is to educate the public about these properties, to hear from the community about your values and interests, and to engage your imagination about what is possible for the future. The boards and activities will be organized into stations that will include opportunities for the public to share feedback. The stations will cover the following:

- **Vision and Planning:** A brief summary of the planning process, the Town's Vision Plan, and key considerations that will inform the planning effort.
- **Put a Flag in it!:** Interactive maps where participants can map out their interests and concerns relating to the sites.
- **Activities and Uses:** Pictures of a variety of potential site activities to inspire the community about what these places could be.
- **Buildings and Site Access:** Diagrams and photos explaining the conditions, opportunities and challenges related to existing buildings, vehicular and pedestrian circulation, and parking.
- **Landscape and Ecology:** Diagrams and photos about topography, landscape features and key ecological considerations.
- **History and Inspiration:** A brief overview of the history of the parcels with an opportunity for participants to share places they love in Brewster or elsewhere to help inspire the planning process.
- **What's on Deck for 2023:** The Bay and Pond committees will share upcoming events at both properties.



Next steps

Stay tuned for the next forum in late summer when we will report back on what we've heard from the community, consider preliminary priorities, and evaluate several conceptual ideas for site use and activities.

In the meantime, the Town will be launching a survey in the near future to gather more input from residents about the vision for these properties.

We look forward to your participation and feedback as we engage in the community planning process to help shape the future of these properties together.

Stay Informed

For more details about the findings from the discovery phase, please visit the project page, <https://www.brewster-ma.gov/cape-cod-sea-camps-properties>.

For more information about the long-term planning process and interim activities at each property, you are invited to attend the Bay Property Planning Committee (Tuesdays at 4pm) and Pond Property Planning Committee (Wednesdays at 4pm) meetings, held twice a month at Town Hall. Residents can attend these meeting remotely as well. Please check the Town calendar for posted meetings or sign up for regular updates about committee activities at www.brewster-ma.gov. To provide feedback to one of the committees, please email us at bppc@brewster-ma.gov (Bay property) or pppc@brewster-ma.gov (Pond property).

What's on Deck for 2023

The Town continues to expand public access to, and uses of, the properties. On the Bay property, First Light Beach will be open to residents with a beach permit on weekends, starting Memorial Day weekend, and will be open 7 days/week, starting June 15th. New for 2023, the Brewster Community Pool will be opening this summer on June 26th. Resident pool passes are currently available for sale online or via the mail-in program. We will also continue to host a series of community events on the Bay property this summer.

On the Pond property, please visit the Brewster Recreation website, www.brewsterma.myrec.com for more information on upcoming guided kayak tours and trail walks. To learn more about the Pond Property, please check out our "Introducing the Pond" video at <https://www.youtube.com/watch?v=3SsXbNRIUxE>.



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Website Announcement: May 18, 2023

Brewster Community Pool Update: Drop-in Days & Guest Passes

Brewster's resident-only Community Pool opens for the summer on Monday June 26, 2023. In seeking to make the pool as accessible as possible, the Town will be offering four "drop-in" days for residents who would like to enjoy the pool without having to purchase a season pass. The drop-in cost is \$5 per person, cash only, and will be collected by the pool attendant upon entry.

For Summer 2023, the drop-in days will be held on:

- Tuesday July 11th
- Saturday July 15th
- Friday July 28th
- Sunday August 6th

Availability is first come, first serve; the maximum capacity of the pool area is 100 people. Please note that a beach parking permit is required to access the property. The community pool will be open from 7am until 6pm daily, except Wednesdays when the hours will be 12pm-6pm. For the summer 2023 schedule please visit: [2023 Pool Schedule](#).

Residents with a Brewster Community Pool pass who would like to bring a guest (non-resident) with them to the pool this summer will have an opportunity to purchase guest passes. These passes are \$25 each and will allow up to 5 guest visits. Resident pool pass holders will be allowed to purchase up to 2 guest passes (10 guests in total). Residents must accompany, and are responsible for, their guests.

Guest pool passes will be on sale in-person only from 9am until 4pm on the following days at the Arts Center at the Bay Property:

- Friday June 16th
- Saturday June 17th
- Friday June 30th

Guest passes can be purchased with cash or check and are non-refundable.

Please call (508) 896-3701 ext. 1100 or email permits@brewster-ma.gov with any questions.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

NOTICE OF PUBLIC MEETING and AGENDA Title 5 Advisory Committee

In accordance with the Open Meeting Law, G.L. c. 30A §§ 18-25, c. 107 of the Acts of 2022, and c. 2 of the Acts of 2023, notice is hereby given of a virtual public meeting of the Title 5 Advisory Committee, established pursuant to 310 CMR 15.040, to be held on **Thursday, May 18th at 2:00 pm.**

To join the Title 5 Advisory Committees' virtual public meeting, which is open to members of the public, please follow the virtual meeting call-in instructions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/87313817287?pwd=K3hLQUFFR2Y1Rm5XbXNRajhHVjlYQT09>

Passcode: 916814

Or Telephone:

USA 713 353 7024 US Toll

USA 888 330 1716 US Toll-free

Conference code: 115585

Meeting Agenda:

- 1) Welcome and Introductions
- 2) Background
 - a. Nitrogen Sensitive Embayments
 - b. Proposed framework and Draft regulations
- 3) Discussion of major comments received
 - a. Geographic Area
 - b. Time allotted for Title 5 Upgrade and Watershed Permit
 - c. Streamline Watershed Permit Process
 - d. Title 5 System Upgrade Requirement
- 4) Next Steps

Posted to Website: 05/15/2023 | 3:30PM

An aerial architectural rendering of the Nauset Regional High School campus. The image shows several large, modern school buildings with white and grey facades and large windows. There are green lawns, trees, and parking lots scattered throughout the campus. In the background, a baseball field and tennis courts are visible. The overall scene is bright and clear, suggesting a sunny day.

You're cordially invited to attend

***Our
Groundbreaking
Ceremony***

**Nauset Regional High
School
100 Cable Road
North Eastham, MA**

**June 14, 2023
3:30 p.m.**

Please R.S.V.P to

DONGIK LEE/022720

Consent Agenda Cover Page

a. Meeting Minutes: April 24 and May 8, 2023

Meeting minutes from the Select Board meetings on April 24 and May 8, 2023, have been drafted for review and approval.

Administrative Recommendation:

We recommend that the Board approve the meeting minutes.

b. Approve & Sign License Agreement with Boy Scouts & Girl Scouts & Cub Scouts for Bottle Recycle Program at the Recycling Center

The local Boy Scouts, Girl Scouts and Cub Scouts would like to run the bottle redemption program at the Brewster Recycling Center as they had for many years prior to the pandemic. The request has been reviewed by the Department of Public Works, the Recycling Commission and Town Administration.

Administrative Recommendation:

We recommend that the Board approve and sign the license agreement.

c. Fee Waiver Request: Latham Centers Inc. for Building Department Fees

Latham Centers Inc. is requesting the waiver of Building Department permit fees associated with their campus expansion project. Electrical, plumbing and gas inspection fees will still apply and cannot be waived. The Building Department has received a few building permits but expects more to be submitted. The total amount of permit fees is unknown currently.

Administrative Recommendation:

We recommend that the Board approve the waiver of fees for this project up to the amount of \$1,000 as allowed per the Select Board Policy for non-profit organizations per year.

d. Natural Resources Department Item Declared as Surplus and Acceptance of Donated Item

The Natural Resources Department is declaring a beach wheelchair that is 20+ years old as surplus. Additionally, the Natural Resources Department would like to accept the donation of a new beach wheelchair from a Brewster resident.

Administrative Recommendation:

We recommend that the Board approve the item declared as surplus and the acceptance of the donated item.

e. Department of Public Works Item to be Declared as Surplus for Disposal

The DPW is requesting approval to declare a utility trailer surplus for disposal. The utility trailer is not available for resale or donation and has been replaced with a new trailer.

Administrative Recommendation:

We recommend that the Board approve the item declared as surplus for disposal.

f. Hawker and Peddler License Application and Fee Waiver Requests- Friends of Brewster Dog Park, Inc.

The Friends of Brewster Dog Park, Inc. has applied for an annual Hawker and Peddler license to be able to sell various merchandise to help raise money for the Brewster Dog Park. The business manager has been cleared by the Brewster Police Department through the fingerprinting process. They are also requesting a waiver of the \$100 license fee and the \$70 municipal fingerprint fee. This application was reviewed by various departments (Police, Fire, Health, DPW, Building, Natural Resources and Town Administration) and there are no concerns.

Administrative Recommendation:

We recommend that the Board approve the license and the fee waiver request.

g. Special Event Application- Friends of Brewster Dog Park, Inc.

The Friends of Brewster Dog Park, Inc. would like to hold a fundraiser at the Brewster Dog Park on Saturday May 27th from 9am until 1pm. This event will include canine photography and they anticipate a maximum of 75 guests. This application was reviewed by various departments (Police, Fire, Health, DPW, Building, Natural Resources and Town Administration) and there are no concerns.

Administrative Recommendation:

We recommend that the Board approves the Special Event application.

h. One Day Entertainment Licenses and Fee Waiver Requests- Beyond the Bounds and Movement Arts Cape Cod

The Cultural Council is sponsoring two events in June at Drummer Boy Park, which the Select Board has previously approved. Beyond the Bounds is holding a dance and music performance for an expected 40 people on Saturday June 10th with a rain date of Sunday June 11th. They would like to have live music with low amplification and dancing.

Movement Arts Cape Cod will be holding a movement arts fair for an expected 75-100 people on Saturday June 3rd with a rain date of Sunday June 4th. They would like to have pre-recorded amplified music to accompany their event.

Both applicants are requesting the \$35 fee to be waived. This application was reviewed by various departments (Police, Fire, Health, DPW, Building, Natural Resources and Town Administration) and there are no concerns.

Administrative Recommendation:

We recommend that the Board approve the One Day Entertainment Licenses and fee waiver requests.

i. One Day Liquor License Applications: Cape Cod Museum of Natural History and Friends of Brewster Elders (and Fee Waiver Request)

The Cape Cod Museum of Natural History is hosting their annual Greg Skomal Shark Report event on Thursday June 15, 2023 from 6pm – 9pm. They expect 100 attendees and would like to serve beer and wine. This application was reviewed by various departments (Police, Fire, Health, DPW, Building, Natural Resources and Town Administration) and there are no concerns.

The Friends of Brewster Seniors, in partnership with the Council on Aging, will be hosting an information event at Crosby Mansion on Wednesday May 31, 2023 from 4pm -6pm to discuss recent developments in the Social Security program. During this event, Friends of Brewster Seniors would like to serve beer and wine to the attendees. They are also requesting a waiver of the \$35 license fee. This application was reviewed by various departments (Police, Fire, Health, DPW, Building, Natural Resources and Town Administration) and there are no concerns.

Administration Recommendation

We recommend the Select Board approve the One Day Liquor license applications and the fee waiver request from Friends of Brewster Seniors.

j. Appointment of Alternate to Old Kings Highway Historic District Committee

After the most recent election, the Old Kings Highway Historic District Committee has an open Alternate position. Long-time committee member, Patricia Busch is being nominated by the Committee for this position.

Administration Recommendation

We recommend the Select Board accept the nomination and appoint Patricia Bush as Alternate to the Historic District Committee.

k. Grant Applications: Community Planning Grant Program (Housing) and Council on Aging

The Planning Department working with Housing and Administration is requesting permission to submit a State Community Planning Grant to hire a consultant to assist with review of local zoning bylaws as they relate to current housing provisions.

The Council on Aging is requesting permission to apply for a grant to enhance digital literacy for older adults. The grant, if awarded, will help to purchase devices, software, or broadband for older adults and/or provide training and support for older adults to enhance digital literacy. The grant is being applied for with the Towns of Dennis, Barnstable, and Yarmouth.

Administration Recommendation

We recommend the Select Board approve the request to apply for grant applications.

l. Facility Use Application: Long Pond Woodland Lot and Trails

Brewster Recreation and the Pond Property Planning Committee are requesting the use of the Long Pond Woodland lot and surrounding trails to host a group hike on the Pond Property on June 10th and 11th from 9am until 2pm. There will be 20 participants for this group hike including volunteers. Participants are being bused from Town Hall to the parking area at Long Pond Woodlands.

Administration Recommendation

We recommend the Select Board approve the facility use application.

m. Fee Wavier Request- Cape Cod Sea Camps Building Safety Inspections

The Sea Camps Property Manager is requesting a waiver of the \$140 fees associated with the safety inspections for six of the buildings located on the Sea Camps Property. Per Select Board Policy #5 Waiver of Town Permit Fees, construction projects initiated,

participated in, or sponsored by the Town shall be exempt from all applicable licensing and permit fees except electrical and plumbing/gas inspectional service fees.

Administration Recommendation

We recommend the Select Board approve the fee waiver request.



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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: April 24, 2023
TIME: 5:00 PM
PLACE: 2198 Main Street

Participants: Chair Whitney, Selectperson Chatelain, Selectperson Hoffmann, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Human Resources Director Susan Broderick, Water Superintendent Paul Anderson, CORD Representatives Alexa Paige and Amy Major, Peter Herrmann

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

Chair Whitney called the meeting to order at 5:00pm, declared a quorum by announcing all members of the Board are present and read the meeting participation and recording statements.

Executive Session

- To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.
- To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (Fire Union)

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

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

Vote on FY24-26 Fire Union Contract & Related Spring 2023 Annual Town Meeting Warrant Article

Selectperson Hoffmann moved to vote to ratify the Fire Union Collective Bargaining Agreement, Article #14 for the FY24-26 Fire Union Contract. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Selectperson Hoffmann moved to recommend the related Spring 2023 Annual Town Meeting Warrant Article, Article #14. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Public Announcements and Comment

None



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Select Board Announcements and Liaison Reports

Selectperson Hoffmann acknowledged the events held by the Brewster Recreation Department for Earth Day at the Bay property at the former Sea Camps.

Town Manager's Report

Mr. Lombardi shared the following:

- Recognition of the Brewster Water Department who has been awarded the Public Water Systems award by the Department of Environmental Protection for having outstanding water.
- A public forum to be held on Thursday April 27, 2023 at 6pm to discuss solutions to three priority areas that have been identified during the regional project with the Cape Cod Commission through the state's municipal vulnerability preparedness program.
- Reminder that Annual Town Meeting is Monday May 1, 2023 at 6pm with check in beginning at 5:30pm. Town warrants are available in town offices, at local businesses and online. Three information forums have been held in advance of the Town meeting and are available on the Town website.
- The Town received a letter from the State Department of Health and Human Services acknowledging and thanking the Boards of Health and Health Department staff for all their work through the Covid Pandemic. Mr. Lombardi expressed the Town's appreciation to our Health Department as well.
- Congratulated Donna Kalinick for being a finalist for the Town Administrator position in Orleans.
- Introduced Brittany Taylor as the new Director of the Brewster Ladies Library. Ms. Taylor reviewed her employment experience and her excitement to be in this role.

Consent Agenda

- a. Meeting Minutes: March 27 and April 3, 2023
- b. FY24 Barnstable County Retirement Association Cost of Living Adjustment
- c. Sign and Post May 16, 2023 Annual Town Election Warrant
- d. Select Board Delegation of Utility Pole & Underground Cable and Conduit Petitions to Town Manager
- e. Approve and Sign Preservation Restriction Agreement between Town and Brewster Historical Society for Cobb House at 739 Lower Road
- f. Fee Waive Request: Late Fees for Annual Mooring Application
- g. One Day Entertainment Applications and Fee Waiver Request: Nauset Garden Club of Cape Cod
- h. Facility Use Applications: Brewster Historical Society (and Fee Waiver Request) and Kaleidoscope Craft Fair
- i. Request from Brewster Whitecaps for Temporary Signage and Fee Waiver at Brewster Beaches
- j. Town Landing and Public Beach Access Requests: Point of Rocks Landing, Ellis Landing and Breakwater Landing

Selectperson Hoffmann moved to approve the consent agenda items a-e and g-j. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.



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Selectperson Hoffmann moved to approve the fee waiver request for late fees for the annual mooring application as outlined in the packet. Selectperson Bingham second. Chair Whitney noted that the Natural Resources Department recommendation is to not waive the fee. A vote yes is to approve the waiver. A roll call vote was taken. Selectperson Bingham-no, Selectperson Hoffmann-no, Selectperson Chaffee-no, Selectperson Chatelain-no, Selectperson Chaffee-no, Chair Whitney-no. The Board vote was 0-Yes, 5-No.

Discuss and Vote on Proposed Employee Separation Policy

Ms. Broderick presented the employee separation policy that was developed by Human Resources, the Treasure/Collector's Office and the Town Manager's office, which defines the various types of employee separation and memorializes the current practices. Adding that since 2010, the town has required exiting employees be physically present on their last day of employment and does not allow employees to use banked time in lieu of a notice. The town also does not allow employees to use accrued time to extend their time on the town's payroll after their last day in the office.

Selectperson Chaffee offered edits to the proposed policy regarding accrued sufficient time to receive or qualify for retirement benefits.

Selectperson Hoffmann moved to approve the proposed Employee Separation Policy as amended. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Presentation on Hydration Station Initiative- Paul Anderson, Water Superintendent

Mr. Anderson shared the following during his presentation:

- Locations of hydration stations that are installed and locations that a station will be installed.
- Reviewed both exterior and interior locations of hydration stations. Exterior locations include White Caps Field, Brewster Dog Park, Captains Golf Course, Tennis/Pickleball courts, Town Hall (Chamber of Commerce entrance). Indoor locations include Brewster Ladies Library, Council on Aging, Fire Department, Town Hall and Department of Public Works.
- Locations that are slated for 2023 include Rail trail crossing on Rt 137, Community Pool, Elementary schools (3 at each location), and Captains Golf Course restaurant.

Mr. Anderson thanked his staff at the Water Department and other departments for their support. Mr. Anderson shared that in Town Hall alone, 18,855 bottles have been saved using the hydration station. Selectperson Chaffee recognized the Town's leading efforts in reducing single use plastic and thanked the Water Commissioners.

Discuss and Vote on Proposed License Agreement with Brewster Conservation Trust Regarding Lower Road Community Garden

Mr. Lombardi noted that the Town and Brewster Conservation Trust have had a great partnership for the Community Gardens for almost 40 years. At the Town Meeting there will be an article to create a revolving



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fund for the Community Garden. A license agreement has been developed that outlines the terms of the relationship relative to continuing what has been a great program. The license agreement has a 10-year term and outlines the responsibilities of the Town and the Trust. Mr. Lombardi shared that Brewster Conservation Trust has approved this agreement.

Selectperson Hoffmann moved to approve the proposed license agreement with Brewster Conservation Trust regarding the lower road Community Garden. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Appoint Select Board Liaison to Drummer Boy Park Advisory Committee

Selectperson Chaffee nominated Chair Dave Whitney to serve this role. Selectperson Bingham second. Chair Whitney accepted the nomination. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Review Select Board Spring 2023 Town Meeting Warrant Article Assignments

The Select Board accepted the proposed article assignments.

Discuss and Vote to Add New Alternate Members to the Council on Aging Board

The Council on Aging Board have expressed interest in expanding the number of members on their board from seven to nine. The Board's composition and charge are memorialized in the Town Bylaws, Mr. Lombardi noted that if we change the number of members it would require a Town Meeting vote. With the new Town Charter, there are provisions for the Select Board to create up to two alternate positions for any appointed or elected board or committee. The suggestion is to create two alternate members for the Council on Aging Board, then determine if in the future it makes sense to go to town meeting to add more members. Currently there are no vacancies and the Board have interested residents.

Selectperson Hoffmann moved to approve the addition of two alternate members to the Council on Aging Board. Selectperson Bingham second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Hoffmann-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Presentation by Cape Organization for Rights of the Disabled (CORD)- Alexa Paige

CORD representatives Alexa Paige and Amy Major joined the meeting to provide an overview of the organization and the services that they provided. CORD assists people living with disabilities on Cape Cod to help obtain benefits and services to independent living. The services are offered free of charge to all ages and incomes. There are two youth programs at CORD, TAP (transition to adulthood) and WRAP (work, readiness, and preparation) which help transition students by providing individual mentoring and help with employment skills. The programs are open to youths with disabilities between the ages of 14-21. For more information visit their website at cordcapecod.org.



Town of Brewster

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

Office of:
Select Board
Town Manager

Update on Agricultural Commission- Peter Herrmann

Peter Herrmann presented the Board with information about the history of agriculture in Brewster including the plant hardiness zone, soil types, cranberry bogs and the history of land use categories. Mr. Herrmann also reviewed the Agricultural Commissions history, State Legislation, and the Agricultural Preservation Restriction.

Mr. Herrmann recognized that it has been challenging to get the Commission together to meet on a regular basis and is looking for ways to be able to proceed. There was discussion reviewing what activities the Commission has been engaged in and the lack of meetings that have been held over the last few years. Mr. Lombardi noted that Agricultural Commissions do not have State regulatory authority, the Town Bylaw talks about the development of a work plan, which was a goal for the Commission when it was formed in 2005, but there is not one on file with the Town. Mr. Lombardi stated that the Select Board has identified committees that have been inactive, the Agricultural Commission being one of them, and what the town can do to make sure the value of the commission is still relevant for why they were originally formed.

About half of the Towns on Cape have an Agricultural Commission, Mr. Lombardi indicated that it would be best to develop an idea on what this commission will do before we solicit members. Any changes to the charge would require a Town Meeting vote.

Discuss Draft Letter to Nauset Regional School Committee Seeking to Re-open Regional School Agreement

Mr. Lombardi shared that Town Administrators and Finance Directors have been meeting with Nauset school officials reviewing their budget and their approach to financing the High School renovation project. Currently each member Town's assessment is based on the previous year's enrollment, in other regional schools the calculation is based on a larger sample size. The primary goal is to reduce some of the effects of the shifts of the enrollment numbers of each member town's assessments year to year. This will help with budgeting and financial planning. Member towns are supportive in transitioning to a 3-year rolling average of student enrollment. Mr. Lombardi suggests that Brewster send formal correspondence to the school committee to make this change. This would not take effect until FY25.

Select Board members expressed their concern with not only the Regional School Agreement but also the Tuition Agreement with Provincetown and Truro. Mr. Lombardi requested that each board member submit their suggested amendments to him and at the next Select Board meeting the Board will review to make a formal request to the School Committee.

FYIs

Selectperson Bingham recognized Honey Pivrotto 's time on the Finance Committee and Jeff O'Dell's service on the Golf Commission.

Matters Not Reasonably Anticipated by the Chair

None



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Questions from the Media

None

Next Meetings

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

Adjournment

Selectperson Hoffmann moved to adjourn at 8:58pm. Selectperson Bingham second. A roll call vote was taken. Selectperson Hoffmann-yes, Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Chaffee-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda, Lower Road Community Garden agreement, Drummer Boy Park Advisory Committee liaison, Article Assignments, Review of COA membership, CORD Information, Agricultural Commission review, Hydration Station Presentation, Regional Agreement review, Employee Separation policy review, For Your Information.

DRAFT



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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: May 8, 2023
TIME: 5:45 PM
PLACE: 2198 Main Street

PARTICIPANTS: Chair Whitney, Selectperson Hoffmann, Selectperson Chatelain, Town Manager Peter Lombardi, Human Resources Director Susan Broderick, James Norcross, District Attorney Galibois, Carmen Scherzo

REMOTE PARTICIPANTS: Selectperson Bingham, Selectperson Chaffee (joined at approximately 6:30pm), Griffin Ryder, Ryan Burch

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

Chair Whitney called the meeting to order at 5:45pm, read the meeting participation and recording statements and declared a quorum.

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)

Selectperson Hoffmann moved to enter the executive session at 5:46pm. Selectperson Chatelain second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Bingham-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

The Board returned to regular session at 6:12pm.

Vote on Updated FY24-26 Police Patrol Officers Union Contract

Mr. Lombardi shared that a tentative agreement has been reached for a new contract for FY24-26, this includes a one-time payment of \$800 in FY24 as identified by Human Resources in looking to implement the new wage scale for officers currently on step 5.

Selectperson Hoffmann moved to vote to approve the updated FY24-26 Police Patrol Officers Union Contract as described. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Public Announcements and Comment

None

Select Board Announcements and Liaison Reports

Selectperson Hoffmann thanked all teachers that educate our students in honor of Teacher Appreciation week.



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Town Manager's Report

Mr. Lombardi shared the following updates:

- Sea Camps Community Forum on Saturday May 20th in the dining Hall at the Bay Property, two sessions 10am-12pm and then 1pm-3pm. Property will be open to residents from 9am – 4pm. Registration for residents will open on May 9th. Brewster Rec is offering activities for kids and the Council on Aging is offering transportation for seniors. More information will be available on the website. This is the first of six forums.
- First Light Beach is opening to residents on Memorial Day weekend, Saturday May 27th from 7am until 8pm, gates will close at 6pm. The beach will be open on weekends through June 15th, and then 7 days a week through Labor Day and weekends only from Labor Day through Columbus Day. This is a resident only beach, so a valid beach permit will be needed to access the property.
- Members from the Cape Cod YMCA gave a presentation to the Bay Property Planning Committee expressing their interest in pursuing a potential partnership with the Town to build a Lower Cape Y Facility on the Bay property. This is an idea in the very early stages, the committee unanimously voted to solicit feedback from residents at the forum.
- Town held the second public forum on the Low-Lying Roads project with the Cape Cod Commission, which discussed several possible solutions on three locations in Town. The commission is seeking feedback from residents on what was proposed in order to proceed with the next steps. Two of the three locations are on 6A, which would require coordination with the State. Resident feedback is open through the end of the month.
- Recognized the work by the Department of Public Works over the past few weeks in repaving Breakwater and Foster Roads using funds through the WRAP program. Two of the landing roads that were high on the pavement management plans needed to be addressed. The repaving of Underpass Road in coordination with National Grid is close to being completed, the crosswalks should be finished in the next couple of weeks.
- In preparation for our summer season, the Department of Public Works will be working on landing roads for routine maintenance.
- Great turnout for Brewster in Bloom, thank you to all Town Departments, local businesses and Chamber of Commerce in making it a success.
- Memorial Day ceremony at the Council on Aging will be held at 12pm on Monday May 29, 2023.

Ms. Kalinick thanked our Town Clerk staff in honor of “Celebrate Municipal Clerk’s Week”, particularly for their work with Town Meetings and Elections. Adding that tomorrow is the ribbon cutting for the opening of Brewster Woods, the residents living there are doing well and extremely grateful to have a nice place to live.

Consent Agenda

- 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 of Signature of Discharge of Mortgage for Habitat for Humanity of Cape Cod Paul Hush Way Phase Two



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- 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

Selectperson Hoffmann moved to approve the Consent Agenda along with the administration recommendations. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Discuss and Vote to Add Part-time Energy Manager Position to Personnel Bylaw

Mr. Lombardi noted that the Town has had a part-time Energy Manager for about two years, which started through a partnership with the Cape Light Compact. Under the agreement, the position was to work about 8 hours a week for the town on energy programs. This position was initially funded through the Green Communities Designation grant. When the solar carports at the golf course were constructed, the Select Board agreed to allocate a portion of the proceeds from the driving range to help fund the position, with no net impact on the operating budget. This position is proposed as grade 7 in the bylaw and may be able to increase the hours to 10 hours per week. The position would be posted.

Selectperson Hoffmann moved to add the part-time Energy Manager position to the Personnel Bylaw. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote to Add Junior Lifeguard Position to FY23-24 Fixed Rate and Wage Scale

Ms. Broderick shared that the Recreation Department would like to add a new seasonal position of junior lifeguard. State Law requires lifeguards to be at least 16 years old age, this would allow those under 16 to get their certification as a junior lifeguard. They are not allowed to handle emergency procedures or rescues.

Selectperson Hoffmann moved to approve the additional of junior lifeguard positions to the FY23-24 Fixed Rate and Wage Scale. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

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

Selectperson Hoffmann moved to open the public hearing for the seasonal all alcohol liquor license application, Guapo's Taco Shack LLC at 239 Underpass Road. The hearing was posted in the Cape Codder on April 28 and May 5, 2023. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

James Norcross, attorney for Guapo's Taco Shack, LLC, noted that his client is under contract to purchase the property and has submitted the application for both the liquor license and common victualler license. There



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has been a delay in the acquisition of the property and has requested to continue the hearing and the vote on the Common victualler license until the May 22, 2023 meeting.

Selectperson Hoffmann moved to postpone the public hearing until May 22, 2023 and keep the public hearing open. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 5-Yes, 0-No.

Discuss and Vote on Common Victualler Application: Guapo's Taco Shack, LLC- 239 Underpass Road

Chair Whitney declared that this agenda item will be continued at the May 22, 2023, Select Board meeting.

Update from District Attorney Galibois

Newly elected District Attorney for the Cape and Islands, Rob Galibois, joined the meeting. Mr. Galibois reviewed his first four months in office and the employees who work with him, highlighting actions taken that include vertical prosecution, an unsolved homicide unit, a newly created DEI (Diversity, Equity and Inclusion) committee and information on mental health court.

Update on Dog Park- Carmen Scherzo, President of Friends of Brewster Dog Park & Griffin Ryder, DPW Director

Mr. Scherzo expressed that the popularity of the dog park has exceeded expectations and recognized various town officials for their help and support. The Friends of Brewster Dog Park meet regularly with Town officials to discuss ongoing activities at the dog park, noting that the board and volunteers have contributed hundreds of hours to the dog park. Mr. Scherzo shared that the Friends of Brewster Dog Park has contributed \$23,842 in improvements to the dog park since its opening. Mr. Scherzo also noted that there has been some frustration with incidents that have occurred at the dog park and inquired on how the rules can be enforced.

Mr. Lombardi reviewed the financial partnership with the Friends of Brewster Dog Park, noting that Town Meeting appropriated \$10K for ongoing maintenance and that the Town is eligible to apply for additional funds through the Stanton Foundation in the coming years. Mr. Lombardi acknowledged the handful of incidents, but given the volume of traffic, the park has done very well, and the stewards have a regular presence at the park.

Discuss and Vote on Proposed 2023 Razor Clam Regulations- Ryan Burch, Natural Resources Officer

Ryan Burch reviewed the proposed changes as outlined in the packet, noting that Natural Resources have been working with the harvesters about the changes. The biggest change is opening on June 1, as this will give adequate time to complete a good assessment of the resources. Mr. Burch added that the Town has done a good job at managing the resource and restrictions on the amount of harvesting. He also reviewed how the Natural Resources Department completes their assessment to determine when they may need to open or close.

Mr. Lombardi confirmed that the Natural Resources Advisory Commission has reviewed and endorsed the plan in March.



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Selectperson Hoffmann moved to approve the 2023 Razor Clam Regulations as written in the packet. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Discuss and Vote on Select Board Policy Updates (#4 & #22)

Ms. Kalinick noted that the Town Manager's office has started the process of reviewing Select Board policies and completing updates and re-writes. Select Board Policy #4, Items brought before the Select Board for signature were last amended in 1997. Ms. Kalinick reviewed the steps taken to provide an update for this policy.

Selectperson Hoffmann moved to approve the Select Board Policy for policy number 4: The Select Board policy on items brought before the Select Board for signature. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Ms. Kalinick reviewed policy #22, Public beach, pond, and landing policy, which was last modified in December 2016. Ms. Kalinick went through the changes to the policy, adding that this policy needs to be reviewed on a regular basis. This policy was reviewed by the Natural Resources Department for verification of regulations that are under their purview. This policy will be linked to the beach information page on the website.

Mr. Lombardi noted that we will display the policy relatively prominently on the website and that the Town has signs at all the town landings with the most important rules and regulations.

Selectperson Hoffmann moved to vote to approve the Select Board Policy updates #22, the Select Board Public Beach, Pond, and Landing Policy. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Review and Vote on Draft Letter to Nauset Regional School Committee Seeking to Amend Regional School Agreement

Mr. Lombardi summarized the changes to the original draft letter which included:

- Changes to the methodology for allocating the costs of transportation for Charter and Choice students.
- The proportional representation of the School Committee in terms of representatives from all four member towns which was set back 20+ years ago, to see if the composition is equitable.
- Insertion of language that would create a check in for all parties on specific standard increments.
- Encourage the School Committee to make every effort to include Truro and Provincetown in the Regional Agreement or negotiate the next iteration of the tuition agreements to include their proportional share of the region's debt starting in FY25.



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Mr. Lombardi noted that the amendments to the Regional School Agreement will have to be approved by the member towns at Town meetings.

Selectperson Hoffmann moved to approve the sending the draft letter to the Nauset Regional School Committee seeking to amend the Regional School Agreement. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

FYIs

- Mr. Lombardi thanked Sharon Marotti and the entire AARP tax prep team for the services they provided to the Brewster residents.
- The Council on Aging Wellness Fair (available to people of all ages) will be held on Friday May 19 at 2pm at the Brewster Baptist Church.
- The Recreation Commission has adopted the updated regulations for the Community Pool, they are available on the website and the Recreation Department website.
- Ms. Kalinick shared that the most recent Community Development Block Grant report shows the amazing work in the community on housing rehab and childcare vouchers. She also referenced the letter from a recent resale that signifies the work that is completed in the housing program has a real significant impact on individuals in our community.

Matters Not Reasonably Anticipated by the Chair: None

Questions from the Media: None

Next Meetings: May 22, and June 5, 2023

Adjournment

Selectperson Hoffmann moved to adjourn at 7:47pm. Selectperson Chatelain second. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Chair Whitney-yes. The Board vote was 4-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, Town Manager’s Report, Consent Agenda items, Part-time Energy Manager Position, Jr. Lifeguard position, Public Hearing documents, Common Victualler application, Brewster Dog Park update, Proposed 2023 Razor Clam Regulations, Select Board Policies (#4 and #22), Draft letter seeking to amend the Nauset Regional School Agreement, For Your Information.



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Fax: (508) 896-8089

Office of:

Town Manager
Select Board

MEMORANDUM

TO: Select Board
FROM: Donna J. Kalinick, Assistant Town Manager
CC: Griffin Ryder & Jimmy Jones, Public Works
RE: Scout Bottle Return Program at the Brewster Recycle Center
DATE: May 19, 2023

The local Boy Scouts, Girl Scouts and Cub Scouts ran a bottle redemption program at the Brewster Recycle Center for many years. Due to the pandemic and vendor challenges, the program was stopped in 2020. The Scouts have requested that the program be allowed to resume. The request has been vetted by the Public Works Department, the Recycle Commission and Administration. It has been determined that while not required in the past, a license agreement be put in place between the parties, to ensure that roles and responsibilities are clear.

The following provisions will apply:

- 1- All participants, adults, and children are required to sign waiver of liability forms.
- 2- A current certificate of insurance shall be on file.
- 3- Scouts can only use the premises during business hours as deemed appropriate by the Public Works Director or Foreman. Proposed hours are Weekdays 8:30am to 3pm and weekends, 8:30am to 2pm.
- 4- The Scout Shed shall be kept in good condition at all times. Coordination of the use and condition of the buildings shall take place between Public Works and the Scouts. Public Works in coordination with the building department has authority over the buildings.
- 5- All volunteers shall be supervised and shall not interfere with the normal operations of the Brewster Recycle Center.

**LICENSE TO USE REAL PROPERTY
BREWSTER, MASSACHUSETTS**

This instrument is a license by and between the Town of Brewster (“Licensor”), by and through its Select Board, with a business address of 2198 Main St., Brewster, MA 02631, and Boy Scouts Troop 77, Girl Scouts and Cub Scouts, Pack 73 (“Licensee”) with a principal place of business at Boy Scouts C/O Brewster Baptist Church 1848 Main St. Brewster MA 02631, Cub Scouts Pack 73 C/O Cape Cod & Islands BSA Council 247 Willow St. Yarmouthport MA 02675, Girl Scouts C/O Laura Marshall 81 Ebenezer Lane, Brewster MA 02631, for use of property owned by the Town of Brewster, which is comprised of a portion of the Town’s Recycling Center at 201 Run Hill Road, Brewster, MA 02361 (the “Premises”).

Whereas, the Licensee is the a non-profit organization organized for the purpose of Youth character development, leadership and community service;

Whereas, the Licensee has requested permission use a portion of the Town’s Recycling Center to collect bottles and cans with refundable deposits for fund raising purposes;

Whereas, the Town is willing to allow Licensee to use the Premises subject to the terms and conditions set forth herein.

Now, therefore, Licensor hereby grants to Licensee the right to occupy and use the Premises as described below subject to the following terms and conditions:

1. REFERENCE DATA

Date of License:	May 8, 2023
Mailing Address of Licensor:	Brewster Town Hall 2198 Main Street Brewster, MA 02631
Mailing Address of Licensee:	Boy Scouts Troop 77 C/O Brewster Baptist Church 1848 Main St. Brewster MA 02631 Cub Scouts Pack 73 C/O Cape Cod & Islands BSA Council 247 Willow St. Yarmouthport MA 02675 Girl Scouts C/O Laura Marshall 81 Ebenezer Lane Brewster MA 02631
Permitted Use:	Set up of bins for the collection of bottles and cans with refundable deposits, temporary storage and removal of bottles and cans, maintenance of bins and related activities, including use of an area for the temporary parking of vehicles.
Term of License:	May 22, 2023 to May 21, 2024, unless sooner terminated or extended.

License Fee: (\$0)_____

2. DESCRIPTION OF THE PREMISES

The Premises shall consist of a portion of the Town’s Recycling Center at 201 Run Hill Road, Brewster, MA 02361, in an area within the sole discretion of the Licensor.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in “as is” condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the licensed activity upon the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, including but not limited to the Town of Brewster. The Licensee acknowledges and agrees that nothing herein shall be deemed to waive Licensee’s obligations to apply for and comply with all such permits, approvals and conditions governing the use of the Premises and the Town does not hereby guarantee that any such permits, licenses or approvals will be granted.

5. ALTERATION OF THE PREMISES

Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee’s rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE’S EQUIPMENT

Licensee may bring such furniture, personal property and other equipment upon the Premises as would ordinarily be used to undertake the Permitted Use. Licensee may keep its furniture, equipment and personal property on the Premises in an area designated by the Town while it is not in use by the Licensee, provided that the Licensee acknowledges and agrees that others may be using the Premises when the Licensee is not and that the Licensor shall not be responsible for any loss, damage or theft of any of the Licensee’s furniture, equipment or personal property.

Licensee shall be responsible for removing all furniture, personal property and equipment brought upon the Premises and any such items remaining for one week after the expiration or termination of this License shall be deemed abandoned and may be disposed of by the Licensor without any compensation to the Licensee.

Licensor reserves the right to require the Licensee to remove all furniture, equipment and structures from the Premises if and when it determines it to be necessary.

7. MAINTENANCE OF THE PREMISES

The Licensor shall assume responsibility for the routine maintenance of the Premises, including lawn mowing and snow removal. The Licensor shall not be responsible for providing electricity or other utilities.

8. CONDUCT OF LICENSEE

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises resulting from any act, failure to act or negligence of the Licensee or its invitees. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse.

Staffing and Security

Licensee shall have a sufficient number of its staff will be present at the site at all times to ensure compliance with the terms of this License. Without limiting the generality of the foregoing, the Licensee shall be responsible for having at least one adult over the age of twenty-years old on the Premises at all times when in use by the Licensee.

Licensee shall exercise direct supervision and control of all activities occurring on the Premises, including activities by minor participants, to ensure that activities are operated in a safe and appropriate manner and the Licensee shall be solely responsible for ensuring compliance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License.

Licensee's use shall be limited to the dates and times specified in Section 1, provided that the Licensor may temporarily suspend the Licensee's use of the Premises if it is determined that the Licensor requires use of the Premises during a date or time specified in this License, with forty-eight hours notice to the Licensee, unless such notice is not possible due to events beyond the control of the Licensor. The Licensor, in its sole discretion, may authorize the Licensee's use of the Premises at different dates or times than those specified herein, subject to all other terms of this License.

9. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, including but not limited to any injury or death to minor participants, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

10. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Licensor, and its agents, employees, volunteers and board members from and against any and all claims, demands, suits, actions, costs, or judgments, whatsoever, including reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the Licensor or its agents, employees, volunteers and board members for the death, injury or property damage suffered by any person relating in any way to the Licensee's exercise of its rights under this License, including but not limited to use by minor participants on the Premises by invitation of the Licensee. The provisions of this Section shall survive the termination of this License.

11. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, of the types and in the amounts established by the Town for the purpose of insuring the Licensee and the Licensor against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the Licensee's use and naming the Licensor as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

12. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use.

13. RENEWAL AND TERMINATION

This License may be renewed for such additional one year terms to run from May 15th to May 14th of the following calendar year, as the Licensor may determine is in the best interests of the Town, in its sole discretion. In the event the Licensor elects not to renew this License, the Licensee shall vacate the Site by the last day of the term.

This License is terminable at any time by the Licensor or the Licensee following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall terminate on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

[SIGNATURES ON THE FOLLOWING PAGE]

This License is to take effect as a sealed instrument.

LICENSOR: Town of Brewster

Authorized Signature

Chair-Brewster Select Board
Title

David Whitney
Print Name

Date: _____

LICENSEE: _____

Authorized Signature

Title

Print Name

Date:

LICENSEE: _____

Authorized Signature

Title

Print Name

Date: _____

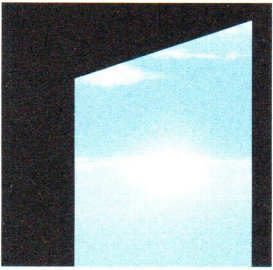
LICENSEE: _____

Authorized Signature

Title

Print Name

Date: _____



LathamCenters
Brighter futures since 1970

May 16, 2023

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

Dear Select Board,

Latham Centers, Inc. is excited to report to you that we have arranged financing and selected a contractor to begin work on our campus expansion, the site of the New England Fire Museum.

We respectfully ask that you consider waiving the permit fees related to the project. We know completion of this project will be a wonderful enhancement to Brewster's Main Street.

Thank you for your consideration of this request.

Sincerely,

Anne McManus
President and CEO

[LathamCenters.org](https://www.LathamCenters.org) | (508) 896-5776

TTY and ASCII Users: (800) 720-3480

Latham Centers is an equal opportunity provider and employer.

[Brewster Campus](#)

1646 Main Street (Route 6A)
Brewster, MA 02631-1716



[Administrative Offices](#)

259 Willow Street
Yarmouth Port, MA 02675-1762

TOWN OF BREWSTER BUILDING DEPARTMENT FEES

Effective July 1, 2018

RESIDENTIAL USES (1 & 2 Family, Multi-Family, Condominiums)

\$25.00 Deposit Required for Residential Building Permits

Habitable Space per square foot	\$0.70
Additions up to and including 100 square feet	\$100.00
Additions over 100 square feet up to and including 250 square feet	\$200.00
<u>Storage Areas, Convertible (full basement, attic, open porches) per square foot</u>	<u>\$0.35</u>
<u>Storage Area, non-convertible (5 ft crawl space...) per 100 square feet</u>	<u>\$10.00</u>
<u>Unheated sunroom, enclosed porch per square foot</u>	<u>\$0.45</u>
<u>Garage (attached or detached) per square foot</u>	<u>\$0.25</u>
<u>Deck (\$30 minimum) per square foot</u>	<u>\$0.18</u>
<u>Fireplace/Chimney (not necessary if included with new dwelling permit)</u>	<u>\$50.00/unit</u>
<u>Mechanical (not necessary if included with new dwelling permit)</u>	<u>\$50.00/unit</u>
<u>Sheet Metal/Flue</u>	<u>\$50.00/unit</u>
<u>Repairs/Alterations \$25.00 base plus \$0.25 per square foot, \$50.00 minimum OR</u> <u> \$25.00 base plus \$6.00 per \$1000 construction value</u>	
<u>Shed/Barn 120 square feet or less</u>	<u>\$50.00</u>
<u>Over 120 square feet per square foot</u>	<u>\$ 0.35</u>
<u>Pool (above and below ground)</u>	<u>\$100.00</u>
<u>Change of Use/Home Occupation</u>	<u>\$50.00</u>
<u>Demolition</u>	<u>\$75.00</u>
<u>Re-roof or replacement windows/ doors or siding or similar</u>	<u>\$50.00/unit</u>
<u>Wood, Coal, Pellet Stove</u>	<u>\$50.00/unit</u>
<u>Solar Panels</u>	<u>\$50.00/unit</u>
<u>Alarm & Security Systems</u>	<u>\$50.00</u>
<u>Insulation</u>	<u>\$50.00</u>

NON-RESIDENTIAL USES (Uses include A, B, F, H, I, M, S, & U)

\$50.00 Deposit Required for Commercial Building Permits

<u>New Construction and Additions per square foot</u>	<u>\$0.75</u>
<u>Storage areas, convertible (full basement, attic, open porches...) per square foot</u>	<u>\$0.35</u>
<u>Storage areas (non-convertible) per 100 square feet</u>	<u>\$25.00</u>
<u>Alterations/Repairs \$50.00 base plus \$0.35 per square foot (\$75 Minimum) OR</u> <u> \$50.00 base plus \$8.00 per \$1000 construction value</u>	
<u>Demolition</u>	<u>\$125.00</u>
<u>Change of Use (no construction)</u>	<u>\$75.00</u>
<u>Mechanical, Temporary Construction Trailers, Sheet Metal/Duct</u>	<u>\$125.00/unit</u>
<u>Solar Panels</u>	<u>\$100.00/plus</u> <u>\$2.00 per panel</u>
<u>Alarm & Security Systems</u>	<u>\$100.00</u>

MISCELLANEOUS FEES

Tent (over 400 sq. ft.), Retaining wall (over 4 feet unbalanced fill)	\$40.00
Building permit replacement, renewal or extension	\$35.00
Signs Up to 4 square feet	\$20.00
Over 4 square feet	\$30.00
Temporary	\$ 4.00
Trench Permit (Pursuant to MGL 82A & 520 CMR 7)	\$40.00

RE-INSPECTION FEES

First Re-inspection	\$75.00
Second and Subsequent Re-inspections	\$125.00

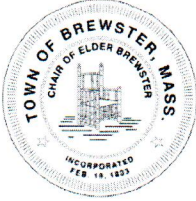
Written Zoning Opinions (Response to written inquiries)

Property Owners, Business Managers, Municipal and Governmental Depts.	No Charge
Non-Owners and Prospective Owners (per hour of research and preparation)	\$50.00

Records Request: All Records Requests must be done via the **Town Clerks** office.

GENERAL CONDITIONS

- All permit fees will be doubled automatically if work is commenced prior to obtaining the permit *except where allowed by code.***
- All fees will be rounded to the next highest dollar.**
- A fee may be charged for each reinspection as a result of a requested inspection where the work is non-compliant, not ready, premises locked, not readily accessible or otherwise disapproved. Reinspection fees noted on schedule.
- Permit fees and deposits are non-refundable.
- Permit fees for unusual or special conditions not itemized herein will be determined by the Building Commissioner.
- Copies: \$0.05 per 8.5 x 11 sheet
\$0.05 per computer generated sheet
\$0.25 per 8.5 x 14 or 11 x 17 sheet
\$2.00 per large building plan sheet



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

Office of:
Select Board and
Town Administrator

SELECT BOARD POLICY ON WAIVER OF TOWN PERMIT FEES

Policy no. 5
Date adopted: 10/5/87
Date amended: 8/25/97
Date amended: 4/16/02
Date amended: 12/21/20

A. PURPOSE

1. This policy seeks to create consistent and clear eligibility standards for the reduction or waiver of Town fees. The policy also establishes a standard process by which the Select Board will consider and potentially approve any such request.
2. The Town of Brewster seeks to support events held on Town property that broadly benefit the community, many of which are organized, coordinated, and/or hosted by local non-profit organizations. The Town also actively engages in construction projects that are initiated or coordinated by various Town entities that benefit the community.

B. POLICY & ELIGIBILITY

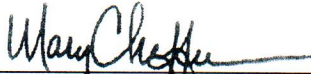
1. **Town exemptions.** Construction projects initiated, participated in, or sponsored by the Town, including those related to affordable housing, shall be exempt from all applicable licensing and permit fees except electrical and plumbing/gas inspectional service fees.
2. **Nonprofit application limits.** The Select Board may consider waiver of fees associated with the use of Town facilities by non-profit organizations upon proof of current 501(c)(3) status. Such activity shall be consistent with the applicant organization's mission. Any such waiver amount shall not exceed \$1,000 for a particular request/event, nor shall the Board grant waivers in excess of \$2,000 per fiscal year to any one entity.
3. **Recycling Center waivers.** The Select Board may, from time to time, waive certain Recycling Center fees associated with disposal of brush materials after a significant storm event or a Town-sponsored clean-up activity.
4. **Public safety/emergency waivers.** As a result of a public safety or health emergency, the Select Board may, at their discretion, choose to waive or pro-rate certain fees.
5. **Other applications.** Requests for waiver from any other Town fees is generally discouraged but may be reviewed on a case-by-case basis. The Select Board's action on any such requests shall not be considered

precedential.


C. APPROVAL PROCESS

1. Each project/event fee waiver request shall be submitted in writing to the Select Board stating the nature and purpose of such request.
2. The Select Board shall act on a request as soon as practicable.
3. The Select Board's action on any such request shall be final and not subject to appeal.


Approved by the Brewster Select Board on December 21, 2020




Mary Chaffee, Chair



Ben DeRuyter, Vice Chair



Cynthia Bingham, Clerk



David Whitney



Edward Chateau



TOWN OF BREWSTER

DEPARTMENT OF NATURAL RESOURCES
1657 MAIN STREET
BREWSTER, MA 02631

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

Memo:

To: Brewster Select Board
From: Chris Miller, Ryan Burch
cc: Peter Lombardi
Date: 5/12/23
Re: Request to declare surplus

The Natural Resource Department manages the distribution of three beach wheelchairs located at Paines Creek Beach and Breakwater Beach. One of those wheel chairs is 20+ years old and needs to be taken out of circulation. The Natural Resource Department is requesting this beach wheel chair be declared surplus.

Respectfully, submitted

Ryan Burch



TOWN OF BREWSTER

DEPARTMENT OF NATURAL RESOURCES
1657 MAIN STREET
BREWSTER, MA 02631

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

Memo:

To: Brewster Select Board
From: Chris Miller, Ryan Burch
cc: Peter Lombardi
Date: 5/12/23
Re: Request to declare surplus

The Natural Resource Department manages the distribution of three beach wheelchairs located at Paines Creek Beach and Breakwater Beach. Brewster resident Patricia Metz would like to donate a new beach wheelchair to the Town with an estimated value of \$1,960.00. The Natural Resource Department is requesting to accept this donation.

Respectfully, submitted

Ryan Burch

Erika Mawn

From: Mike Richards
Sent: Thursday, May 18, 2023 11:51 AM
To: Erika Mawn
Cc: Donna Kalinick; Griffin Ryder; Emily Sumner
Subject: Surplus

Good morning,

Could you please add the following item to the next available Select Board agenda to be surplus for disposal.

1: Utility Trailer
VIN# 1YB311317K1B112Z8
MAKE: Custom
MODEL: Custom
YEAR: 1989

The DPW is requesting the above referenced trailer be surplus for disposal. This trailer is a 1989 Custom or “homemade” trailer therefore it has no paperwork of origin (Title) identifying an authorized manufacturer, make or model. We are recommending disposal due to any potential liability if the Town chose to sell or donate this item. The DPW has replaced this trailer with a new 2022 Karavan Trailer purchased with operating budget funds.

Please let me know if missed anything or you have any questions,

Thanks

Mike Richards
Master Mechanic

Town of Brewster
Department of Public Works
201 Run Hill Road
Office: 508-896-3212
Cell: 774-353-7160





Friends of Brewster Dog Park
Box 2186
Brewster, MA 02631
friendsofbrewsterdogpark@gmail.com

Brewster Select Board

May 4, 2023

Friends of Brewster Dog Park, Inc. asks the Brewster Select Board for a \$100 fee waiver for a Hawker and Peddler Annual License. We also ask for a \$70 waiver of the fee for the associated finger printing by Brewster Police Department.

As you know all funds raised by Friends of Brewster Dog Park benefit Brewster Dog Park. In the current fiscal year Friends of Brewster Dog Park has monetarily contributed \$23,842 to Brewster Dog Park. All time and energy expended on behalf of Brewster Dog Park are voluntary. Volunteer Stewards have performed over 600 hours of service maintaining Brewster Dog Park in the current fiscal year. The collaborative effort between the Town, Friends of Brewster Dog Park, and patrons of the Park makes Brewster Dog Park the outstanding happy, friendly place that it is.

Sincerely yours,

Carmen

Carmen S. Scherzo, DVM, President

Friends of Brewster Dog Park, Inc.

Friends of Brewster Dog Park, Inc., was established to raise and administer funding for the Brewster Dog Park, provide training and stewardship opportunities, advocate responsible dog ownership, and offer educational resources for dog park visitors. For more information contact us at FriendsofBrewsterDogPark@gmail.com.

Friends of Brewster Dog Park is a public charity (EIN: 84-3701193) recognized as tax exempt by the IRS under section 501(c)(3). No goods or services were received in return for this gift.

The FBDP Board comprises: Carmen S. Scherzo, DVM, President; Jess Thomas, Vice President; Rebecca Wood, Treasurer; Marci Tyndesley, Secretary; and Directors Rick Alto; Hayley Winfield; Bill Kaser, DVM; and Tom Lincoln



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:
 Daily: \$50.00
 Annual: \$100.00

**APPLICATION FOR
 HAWKER & PEDDLER LICENSE**

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

Section 1: Applicant Information

Type: Daily Annual

Applicant's Name: Friends of Brewster Dog Park, Inc

Applicant's Address: P.O. Box 2186, Brewster, MA 02631

Telephone # and Email Address: 508-896-0003 friends@brewsterdogpark@gmail.com

Section 2: Business Information

Name of Business and SS# or Federal ID #: Friends of Brewster Dog Park, Inc 84-3701193

Address of Business: 631 Harwich Road, Brewster Dog Park

Name of Business Manager & Phone Number: Curmea S. Schwarz, DVM 508-896-0003

Proposed Location of Business in Town: Brewster Dog Park

Dates and Hours of Activity/Operation: Various

List all specific items for sale and the estimated quantity maintained on the premises:
FBDP Hats - 170
FBDP T-shirts - 100

Applicants must submit to fingerprinting through the Brewster Police Department, the Select Board will not approve any application until the results of the fingerprints have been received. This will take a minimum of two weeks. All payments for fingerprinting will be collected through the Brewster Police Department.

By signing this application, you agree and understand this permit will be issued in accordance with Mass. General Law Chapter 101, Section 5.

Applicant Signature:

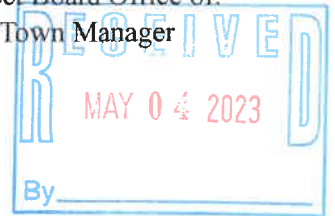
Date: 5/6/2023



Town of Brewster

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

Select Board Office of:
Town Manager



SPECIAL EVENT APPLICATION

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

Applications for 5+ events per year, must receive a Special Permit from the Zoning Board of Appeals and must contact the Planning Department to facilitate the process.

APPLICANT INFORMATION

Applicant Name: Friends of Brewster Dog Park, Inc Phone #: 508-896-0003
Applicant Address: P.O. Box 2186, Brewster, MA 02631
Business Name: _____ Email: friendsofbrewsterdogpark@gmail.com

EVENT INFORMATION

Type of Event: Brewster Dog Park fund raiser, Canine Photography at Brewster Dog Park
Location of Event (if different from applicant address): Brewster Dog Park
Date and Hours requested of proposed event: Date: May 27, 2023 Times: 9:00 AM to 1:00 PM
Maximum # of guests anticipated: 75 Estimated # of vehicles at one time: 10
Is this event open to the public: Yes X No _____?

ADDITIONAL DETAILS

Will food be offered/provided at the event? Yes _____ No X
If yes, applicant must obtain a food service permit from the Health Dept.
Will alcoholic drinks be offered/served at the event? Yes _____ No X
If yes, applicant must obtain a one-day liquor license from the Select Board.
Will entertainment be provided at the event (amplified/acoustic/live)? Yes _____ No X
If yes, applicant must obtain a one-day entertainment license from the Select Board.
Will any temporary structures be erected (platforms, scaffolds, tents, pavilions, etc.)? Yes _____ No X
If yes, applicant must apply for a permit with the Building Dept.

*For applications submitted to the Select Board (Special Event, Liquor and Entertainment) licenses can be obtained at the same Select Board meeting.

SUBMIT WITH APPLICATION:

- Provide a brief description of the proposed event(s) on the reverse side of this application or on a separate sheet of paper.
- Provide a scaled site plan indicating property boundary, existing building location(s), driveway, proposed parking, location of event activity and location of portable sanitary facilities if applicable.

- Applicant is responsible to notify direct abutters and properties directly across the street via regular mail, using the abutter notification form available through the Assessing Department.

Licensed Special Event Conditions:

- Special Event Licensing shall run with the original applicant. If there is any change in property ownership or applicant, then a new application shall be submitted.
- Special Event Licensing, when issued, comes with the understanding that the Select Board has the option to call a hearing to review a Special Event License upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, or
 - Any other unforeseen concerns that are raised that warrant attention
 - Notification of violations of the terms of the Special Event License, the Select Board has full rights to amend or revoke the original Special Event License.
- The Select Board has full authority to condition the Special Event License.
- Signature on the application attest that the application understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.

A property, not specifically designed or permitted to be used for infrequent events occurring within a twentyfour-hour period such as, but not limited to, art or theatrical exhibitions, concerts, dinners, parties, and weddings, to be attended by the public, including properties not expressly permitted to be rented for such occasions.

Applications for five or fewer events per year must receive a license from the Select Board.

Applications greater than five events per year must receive a Special Permit from the Board of Appeals; provided, however, that such venue has first received a license from the Select Board for such event. Special Permits for Special Event Venue Uses shall be renewed annually [Added 5-6-2013 ATM, Art. 23; amended 11-13-2017 FYTM, Art. 13; 12-3-2018 FYTM, Art. 11]

Applicant Signature: **Carmen Scherzo, President FBDP** Date: May 4, 2023

TO: Select Board

FROM: Clare O'Connor-Rice
Naomi Stechman

RE: Waiver of One Day Event fee

DATE: May 3, 2023

Attached is a completed form for a one day event for the Beyond the Bounds performance June 10, rain date June 11, at Drummer Boy Park. I have completed the form for Naomi, who is out of town until the weekend, and as this event is sponsored by the Cultural Council.

We are asking for a waiver for the \$35 fee. The event will take place from 12-1 on June 10, with a rain date of the 11. Many thanks.



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

Office of:
 Select Board
 Town Manager

Application Fee: \$35.00

**APPLICATION FOR
 ONE-DAY ENTERTAINMENT LICENSE**

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

Section 1: Applicant Information

Applicant's Name:	Beyond The Bounds, Inc / Brewster Cultural Council
Applicant's Address:	108 Susan Lane
Telephone # and Email Address:	617-712-5702 info@beyondtheboundscapcod.org

Section 2: Event Information

Type of Event:	dance + music performance
Location of Event:	Drummer Boy Park
Date of Event & Proposed Times:	June 10 12-1PM, rain date June 11 12-1
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):	live music by 4 classical musicians with low amplification + dancers.
Will entertainment be performed indoors or outdoors:	outdoors

Section 3: Additional Information:

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

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

Number of anticipated attendees over the course of the event: 40 Maximum # at any one time: 40

Applicant Signature: Clare O'Connor-Reid for Naomi Stechan Date: May 3, 2023

TO: Select Board

FROM: Clare O'Connor-Rice

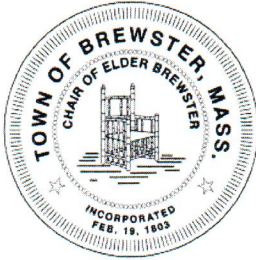
RE: Waiver of One Day Event fee

DATE: May 17, 2023

Dave Iannitelli is sending you the event form separately for the Movement Arts Fair at Drummer Boy Park on June 3, from 1-4 PM., rain date June 4, at Drummer Boy Park. This event is sponsored by the Cultural Council with a grant from the MA Cultural Council.

We are asking for a waiver for the \$35 fee. The event will take place from 1-4 on June 3, with a rain date of the 4. . Many thanks.

C: D. Iannitelli



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

Office of:
Select Board
Town Manager

Application Fee: \$35.00

**APPLICATION FOR
ONE-DAY ENTERTAINMENT LICENSE**

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

Section 1: Applicant Information

Applicant's Name:	DAVE IANNITELLI - MOVEMENT ARTS CAPE COD, INC
Applicant's Address:	895 LONG POND RD - BREWSTER
Telephone # and Email Address:	(508) 632-3779 / diannitelli@movementartscapecod.org

Section 2: Event Information

Type of Event:	MOVEMENT ARTS FAIR
Location of Event:	DRUMMER BOY PARK
Date of Event & Proposed Times:	06/03/2023 1-4 p.m.
Description of entertainment proposed (include name of band or DJ, and if entertainment will be live, acoustic or amplified, etc.):	Workshops + performances will be accompanied by amplified music (pre-recorded).
Will entertainment be performed indoors or outdoors:	outdoors

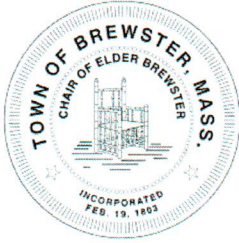
Section 3: Additional Information:

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

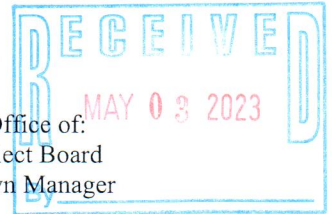
*If yes, a building permit may be needed, please contact the building department for more information.

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

Applicant Signature: [Signature] Date: 05/18/2023



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



Office of:
 Select Board
 Town Manager

Application Fee: \$35.00

**APPLICATION FOR
 ONE-DAY LIQUOR LICENSE**

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

Section 1: Applicant Information

Applicant/Property Owner:	CAPE COD MUSEUM OF NATURAL HISTORY
Applicant's Address:	869 MAIN STREET BREWSTER MA 02631
Telephone # and Email Address:	508 896 3867 bknoos@ccmnh.org

Section 2: Event Information

Type of Event:	Greg Skomal annual shark report
Location of Event:	Cape Cod Museum of Natural History
Date of Event & Proposed Times:	JUNE 15, 2023 6-9 PM
Type of Liquor to be served (beer, wine, both, etc.):	beer & wine
Number of attendees anticipated:	100

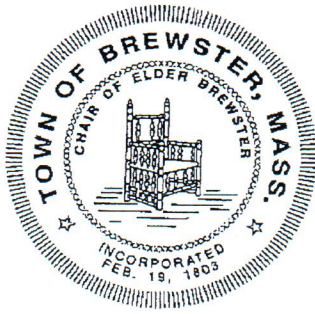
Section 3: Server Information:

Server name, address, and phone #:	Barbara Knoss / Jerry Fitton 508 896 3867 869 MAIN ST
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Barbara was fingerprinted but not in last 3 years. Jerry will serve
*If no, please see page 2 and contact the Police Department to complete fingerprinting, the additional fees are to be paid directly to the Police Department. This may delay your application processing time. *	

Section 4: Additional Information:

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

Applicant Signature: Barbara Knoss Date: MAY 3, 2023



**Board of Selectmen
Town Administrator**

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

**APPLICATION FOR
ONE-DAY LIQUOR LICENSE**

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

Marilyn Dearborn
Applicant's Name: Friends of Brewster Seniors Phone: 508-385-2881
Applicant's Address: P.O. BOX 2310
Brewster, MA 02631

Type of Event: Lecture and Reception

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

Date and hours requested for Licensed Authorization to serve Liquor:
Day: Wednesday, May 31, 2023 Times: 4:00 - 7:00

Types of Liquor to be served:
Beer and Wine

Will food be provided? Yes

Number of attendees anticipated? Approx 135

Who will serve the liquor?

Name: Eric Paone, Chatham Bartending Services: 774-722-2724

Address: 303 Orleans Road, Plaza, North Chatham, MA 02650

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

Norah Bourbon: 774-722-2744

Tammy Gerace: 774-722-2744

FEE= \$35/day/location

Signature of Applicant:

Marilyn Dearborn
President

Date: 5/18/23

Signature indicating for Licensing Authority's Approval:

Date _____



FRIENDS OF BREWSTER SENIORS

May 16, 2023

To Whom It May Concern,

As President of Friends of Brewster Elders, I am writing to request a waiver of the One Day Liquor License Fee of \$35.

The Friends of Brewster Seniors (formerly the Friends of Brewster Elders) is hosting an open cash bar event “What’s Ahead for Social Security” at Crosby Mansion on Wednesday, May 31st from 4:00PM to 6:30PM.

Your consideration of this request is appreciated.

Sincerely,

Marilyn Dearborn
President

Dear Select Board members,

One of our HDC committee members, Pat Busch, chose not to run for re-election this year, but rather to offer the opportunity to George Carey, our alternate. Pat has stated that she would still like to serve on our committee as an alternate.

Pat has served on this committee since 1988. She has been a committed member, volunteering her service for 35 years. According to our Bulletin, which is the statute we operate under, our committee needs to nominate an alternate and present that name to the select board for appointment.

As stated, Pat has served this community for 35 years and our committee unanimously supports Pat for the appointment. She has a proven record of being fair, knowledgeable and passionate about the mission of the HDC. Her experience and knowledge of not only the historic district but the entire community is an enormous asset to our committee and to the town of Brewster as well.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Brewster HDC

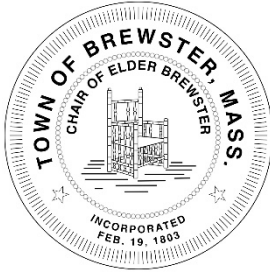
Jim Trabulsie

Tom Turcketta

Carol Appleton

Steven Bergquist

George Carey



Town of Brewster

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

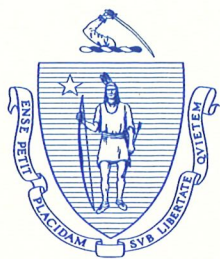
MEMORANDUM

TO: Select Board
FROM: Jon Idman, Town Planner
RE: Commonwealth "One Stop" Community Planning Grant
DATE: May 19, 2023

I respectfully request that the Select Board vote to authorize the submission of an application under the above-referenced grant program for FY24. Program details about this new grant opportunity are included in the Board's 5/22 meeting packet. The grant would provide funding to support the investigation and planning for further housing opportunities in the Town, including review of our existing zoning regulations as identified in the Town's Housing Production Plan and draft Local Comprehensive Plan.

Thank you.

cc: Peter Lombardi, Town Manager via email
Donna Kalinick, Assistant Town Manager via email
Jill Scalise, Housing Coordinator via email



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

May 9, 2023

Dear Municipal Executive:

Governor Healey and I are pleased to announce the availability of additional funding for municipalities across the Commonwealth to support community planning and engagement efforts geared towards increasing the production of housing. Approximately \$1.5M in community compact funds will be distributed competitively to eligible projects through the Community Planning Grant Program in the 2023 Community One Stop for Growth process.

All cities and towns are invited to apply for grants up to \$100,000 to advance housing opportunities in their community. The funding is available immediately and will be awarded in June 2023. **Awardees will need to be prepared to contract no later than June 30, 2023, but will have until June 30, 2025 to complete their project.** Interested communities can apply by completing and submitting a Full Application through the One Stop, which is accepting applications from May 1, 2023 through June 2, 2023.

These housing planning grants can be used for a variety of activities, such as undertaking a Housing Production Plan, conducting a feasibility study for housing on municipally owned land, hiring a consultant to revise zoning, aimed at achieving smart growth goals, creating a 40R Smart Growth District to allow multi-family near transit, complying with MBTA Communities requirements under MGL c40A section 3A, conducting an Economic Feasibility Study for inclusionary zoning, revising subdivision rules and regulations, adopting other simple majority and Housing Choice best practices, public outreach and engagement activities to educate your residents about housing needs, and more!

Please visit the One Stop website at www.mass.gov/onestop, for guidelines and details on how to apply. We are grateful for your interest and commitment to working with our administration to address this important issue. I understand first-hand the demand and challenges that communities face for resources, and the Governor and I are happy to make this opportunity available to your community.

If you have questions and/or need more information, please contact Chris Kluchman, Deputy Director of DHCD's Community Services Division, at chris.kluchman@mass.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kimberley Driscoll".

Kim Driscoll
Lieutenant Governor



FY2024 Community Planning Grant Program Notice of Additional Funds Available and Application Guidelines

Introduction:

The Healey-Driscoll Administration is pleased to announce the availability of additional funding for municipalities across the Commonwealth to support community planning and engagement efforts geared towards increasing the production of housing. Approximately \$1.5M in community compact funds will be distributed competitively to eligible projects through the Community Planning Grant Program in the 2023 Community One Stop for Growth process.

The Department of Revenue's (DOR's) Division of Local Services (DLS) in collaboration with the Department of Housing and Community Development (DHCD) will evaluate applications submitted in the Community One Stop's Community Planning category to select projects that will be funded through this source.

Eligible Applicants:

All Massachusetts municipalities are eligible for consideration of this grant opportunity.

Maximum Award Amount:

Grants made by these additional funds will likely range between \$25,000-\$100,000. The maximum grant award will be \$100,000. *Funding is subject to appropriations in the DOR operating and capital budgets.*

Use of Funds:

Grant funds may be expended on professional services and related costs for the completion of a housing planning project. A planning project must be related to housing production. The following is a list of projects that will be eligible to be funded by these additional funds:

- Housing Production Plan
- Feasibility Study for municipally owned property for future housing use
- Housing focused Neighborhood Plan
- Housing focused Downtown Plan
- Housing focused Mixed Use Corridor Plan
- Zoning Review & Revision to encourage additional housing
- Zoning to Comply with Section 3A of MGL c.40A
- Inclusionary Zoning to add affordability requirements
- Simple Majority zoning amendment
- Implement a Housing Choice Best Practice
- Economic Feasibility Analysis for compliance with Section 3A of MGL c.40A
- Establish or expand a 40R Smart Growth Overlay District
- Outreach and Education about housing needs

Timeline:

Grants made by these additional funds are expected to be awarded in early June. **Successful applicants must execute a contract with DOR no later than June 30, 2023.** Funded projects must be completed by June 30, 2025. These funds are available on a reimbursement basis.

How to Apply:

Complete a Full Application through the Community One Stop for Growth, which is open from May 1, 2023, through June 2, 2023. Access the Community One Stop application at www.mass.gov/onestop.

Applicants are encouraged to note in the “Short Project Description/Abstract” of their full application that they wish to be considered for these additional housing planning funds and also confirm that they can execute a contract by June 30, 2023. Applicants that have already applied for a Planning and Zoning housing related project in the Community One Stop prior to the announcement of these additional funds will be evaluated by program reviewers without having to make modifications to their application.

As noted, this funding opportunity will be available for projects that are focused on a planning project related to housing. In the Full Application through the IGX platform, the applicant must choose the Planning and Zoning Category and then indicate the Project Type – Community Plan or Zoning Revision. For the Project Focus, applicants should select from the following options:

Community Plan

- Neighborhood Plan (must have a housing component)
- Downtown Plan (must have a housing component)
- Housing Production Plan
- Other Planning Document (*Applicant will need to specify in the space provided*)

Other eligible housing planning projects are:

- Feasibility Study for municipally owned property for future housing use
- Outreach and Education about housing needs
- Mixed Use Corridor Plan
- Economic Feasibility Analysis for compliance with Section 3A of MGL c.40A
- Implementation of a Housing Choice Best Practice

Zoning Revision

- Zoning to comply with Section 3A (MBTA Communities)
- Zoning Review & Update
- Other Zoning Update (*Applicant will need to specify in the space provided*)

Other eligible Zoning Update projects related to housing are as follows:

- Establish or expand a 40R Smart Growth Overlay District
- Inclusionary Zoning to add affordability requirements
- Simple Majority zoning amendment
- Implementation of a Housing Choice Best Practice

Questions and Contact Information:

If an interested municipality has questions or would like more information about these additional funds made available through the Community Planning Grant Program, please reach out to Chris Kluchman, Deputy Director, Community Services Division, DHCD, at chris.kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator, Community Services Division, DHCD, at filipe.zamborlini@mass.gov.



TOWN OF BREWSTER

**1673 MAIN STREET
BREWSTER, MA 02631**
PHONE: (508) 896-2737
FAX: (508) 896-7587
BCOA@TOWN.BREWSTER.MA.US

COUNCIL ON AGING

May 18, 2023

Brewster Select Board
2198 Main Street
Brewster, MA 02631

Dear Select Board,

At this time, the Brewster COA would like to apply for grant funding with other COA's from the Town of Dennis, Barnstable and Yarmouth. This is open to help Councils on Aging enhance digital literacy for older adults.

The focus is COA's representing Gateway Cities and Rural Communities.

We are asking for your approval to apply for this grant opportunity.

Thank you for your consideration and support.

Sincerely,

Elton R. Cutler

Elton R. Cutler, Director
Brewster Council on Aging
1673 Main Street | Brewster, MA 02631
508-896-2737 | ecutler@brewster-ma.gov

NEW GRANT OPENS TO HELP COUNCILS ON AGING ENHANCE DIGITAL LITERACY FOR OLDER ADULTS

A new \$1.5M grant opportunity is available from the Massachusetts Executive Office of Elder Affairs (EOEA) funded by the American Rescue Plan Act Home and Community-Based Services. The Enhancing Digital Literacy for Older Adults Grant will provide municipal Councils on Aging (COAs) up to \$100,000 per COA to purchase devices, software, or broadband for older adults; and/or provide training and support for older adults to enhance digital literacy.

- **COAs must apply online before May 22, 2023** using the MassGRANTS application portal. Applicants can create partnerships to apply together. COAs representing Gateway Cities and rural communities are encouraged to apply.
- EOEA will host a Bidder's Conference on April 26, 2023 from 11:00 AM to 12:00 PM to provide more information and answer questions about the Enhancing Digital Literacy for Older Adults Grant. **Please email MAHCBSgrants@pcgus.com by April 20, 2023 to receive information about the Bidder's Conference.**

Grant funds can be used for:

- **Tablets, laptops, and computers**
- **Monitors, keyboards, and computer mouses**
- **Speech-to-text/Text-to-speech software**
- **Mobile hotspots or stipends for home internet (for older adults who are not eligible for the FCC's Affordable Connectivity Program)**
- **Part- or full-time staff or third-party contracts to provide training/support**
- **Devices to help older adults access training (e.g., headphones, webcams)**
- **Equipment for training sessions (e.g., projectors, example devices)**

Applicants are encouraged to consider access to devices, broadband, and training together as part of their application to enhance digital literacy of older adults.

Additional resources, including FAQs, a guide to using the MassGRANTS Application Portal, and the RFA are included on the grant webpage.

You cannot make any changes to your grant application after it is submitted. You can submit any questions to MAHCBSgrants@pcgus.com.

GATEWAY MUNICIPALITY

A municipality with a population greater than 35,000 and less than 250,000 with a median household income below the commonwealth's average and a rate of educational attainment of a bachelor's degree or above that is below the commonwealth's average.

<https://www.mass.gov/doc/gatewaycitiesdocx/download>

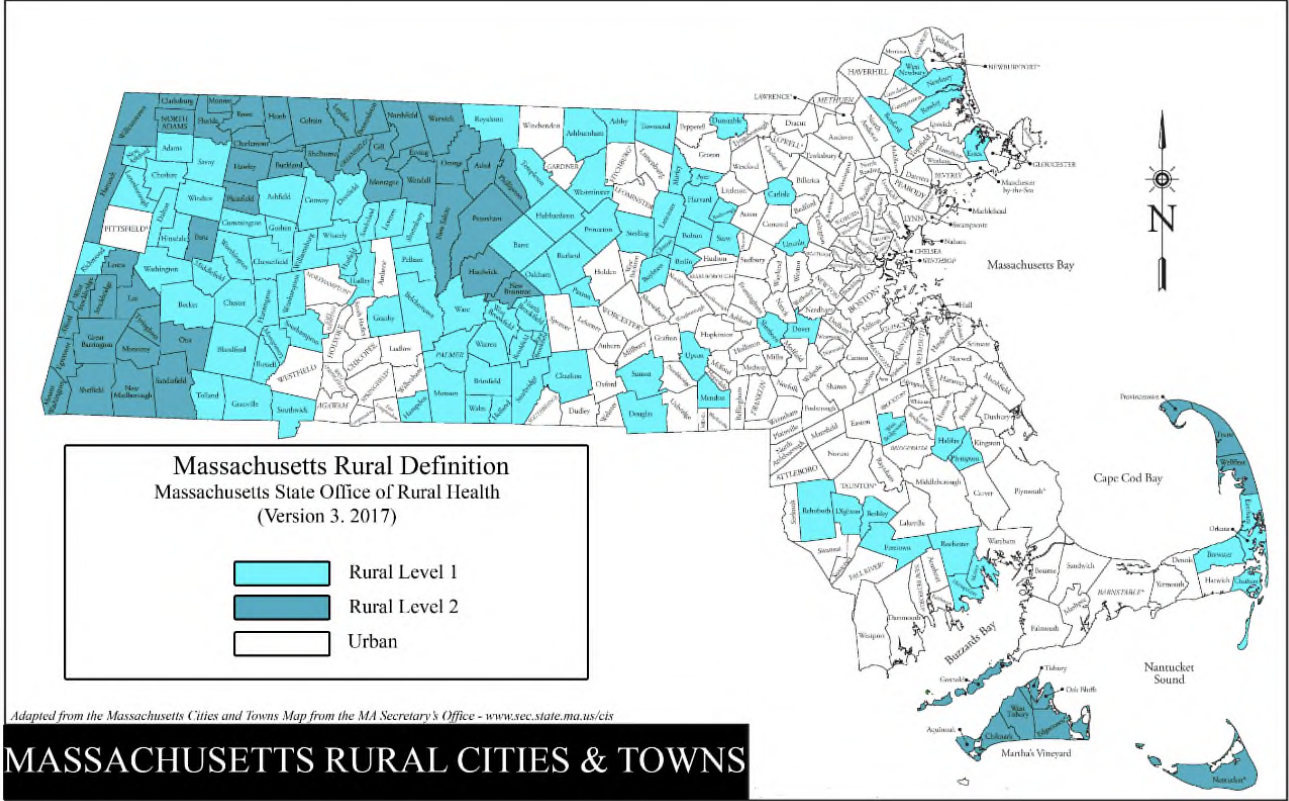
GATEWAY CITIES

Attleboro	Lynn
Barnstable	Malden
Brockton	Methuen
Chelsea	New Bedford
Chicopee	Peabody
Everett	Pittsfield
Fall River	Quincy
Fitchburg	Revere
Haverhill	Salem
Holyoke	Springfield
Lawrence	Taunton
Leominster	Westfield
Lowell	Worcester

Gateway municipality (under Chapter 23A Section 3A) is a municipality with:

- population greater than 35,000 and less than 250,000
- median household income below the state average
- rate of educational attainment of a bachelor's degree or above that is below the state average

RURAL CITIES AND TOWNS



APPLICATION FOR FACILITY USE

BREWSTER BOARD OF SELECTMEN

2198 MAIN STREET, BREWSTER, MA 02631

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

ORGANIZATION OR GROUP: Brewster Recreation/Pond property committee

LOCAL SPONSORING ORGANIZATION: Brewster Recreation

AREA OR FACILITIES NEEDED: Long Pond Woodland lot, and surrounding trails

DATE OR DATES REQUESTED: June 10 & 11th

TIME IN: 9am TIME OUT: 2pm (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: Group hike on the Pond property - two groups of 10

NATURE OF ACTIVITY TO TAKE PLACE: Group hike

WILL ADMISSION FEE BE CHARGED? YES NO AMOUNT

NON-PROFIT ORGANIZATION: YES NO

IRS # TOTAL NUMBER OF PERSONS EXPECTED 20

MAXIMUM PEOPLE EXPECTED AT ONE TIME: 10

ANY SPECIAL EQUIPMENT NEEDED?: We will use the COA vans to shuttle 10 people at a time to the property

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

MAILING ADDRESS: 2298 Main St Brewster, MA 02631

TELEPHONE NUMBER: 508-896-9430

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: *Mike Gradone*

Telephone: 508-896-9430

Archived: Thursday, May 18, 2023 12:14:42 PM
From: [Donna Kalinick](#)
Sent: Thursday, May 18, 2023 12:01:38 PM
To: [Building](#)
Cc: [Davis Walters](#) [Erika Mawn](#)
Subject: RE: Safety Inspections - Old Sea Camps
Importance: Normal
Sensitivity: None

No thank you. We will put it on the 5/22 SB agenda. Donna

From: Building <building@brewster-ma.gov>
Sent: Wednesday, May 17, 2023 11:37 AM
To: Donna Kalinick <dkalinick@brewster-ma.gov>
Cc: Davis Walters <dwalters@brewster-ma.gov>
Subject: Safety Inspections - Old Sea Camps

Good morning Donna,

Ed Barber stopped by last week to request the safety inspections for 6 of the buildings at Sea Camps.

- * Building 21, Old Dining Hall (ASI-129 \$20)
- * Building 89, Boathouse (ASI-30 \$20)
- * Building 31, Art Center (ASI-131 \$20)
- * Building 78, New Changing Cabin (ASI-132 \$20)
- * Building 23, Pavilion (ASI-133 \$20)
- * Building 91, Pool Pump House (ASI-134 \$40)

We have entered them into OpenGov and the total comes to \$140.00. Do you need anything else from us to get the fees waved?

Thank you,

Erika

Erika Glidden

Building Department
508-896-3701 x 1226

Beginning March 21, Brewster Town Offices will be open to the public Monday through Thursday from 8:30 to 4:00pm, and by appointment on Fridays. For the latest updates on Town services, please visit www.brewster-ma.gov



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

Office of:
Select Board
Town Manager

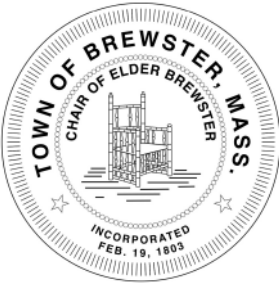
Memo

To: Brewster Select Board
From: Erika Mawn, Executive Assistant
Date: May 19, 2023
RE: Seasonal All Alcohol Liquor License Application

The Town received an application for a Seasonal All Alcohol Liquor License from Attorney James Norcross for Guapos' Taco Shack, LLC on April 4, 2023. Town Administration followed the process to set a public hearing, including advertisement on May 8, 2023, for the Select Board to discuss and review the application. During the public hearing Attorney Norcross requested a continuance as there was a delay in the acquisition of the property.

On May 18, 2023, Town Administration was advised that the closing on the property has taken place, however the application needs to be modified as the restaurant will no longer be named Guapos, and the name of the LLC entity will also be changed. Due to these changes, we have requested that a new public hearing be set with the updated information and re-advertised.

We recommend that the public hearing be closed with no action by the Select Board.



Town of Brewster

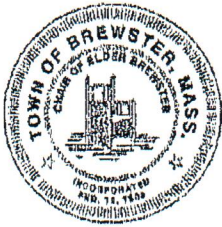
2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

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 TACO SHACK, 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 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.

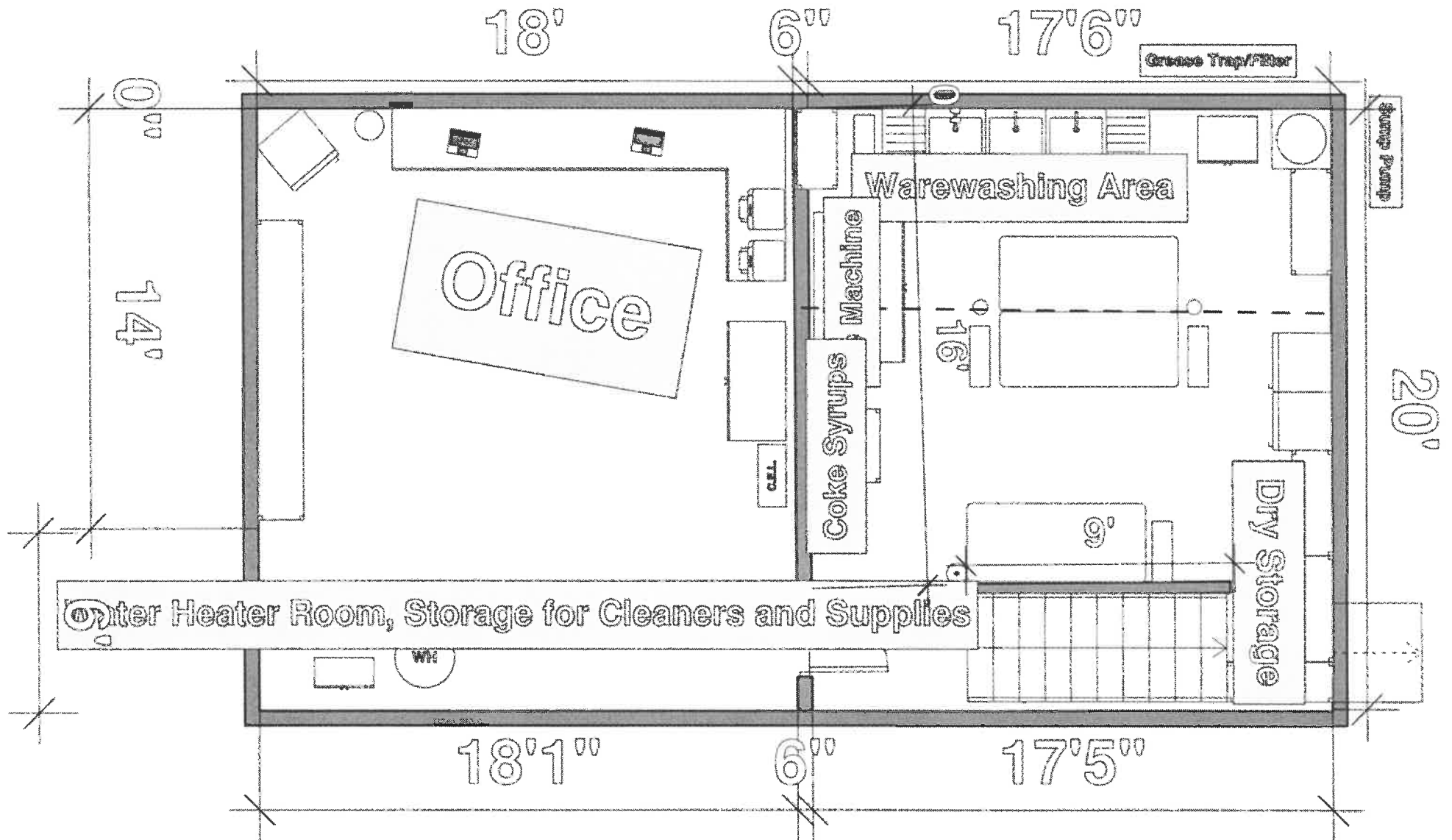
Executed as a sealed instrument as of the ____ day of _____, 2023.

LANDLORD: GUAPOS BREWSTER, LLC

By: _____, Manager

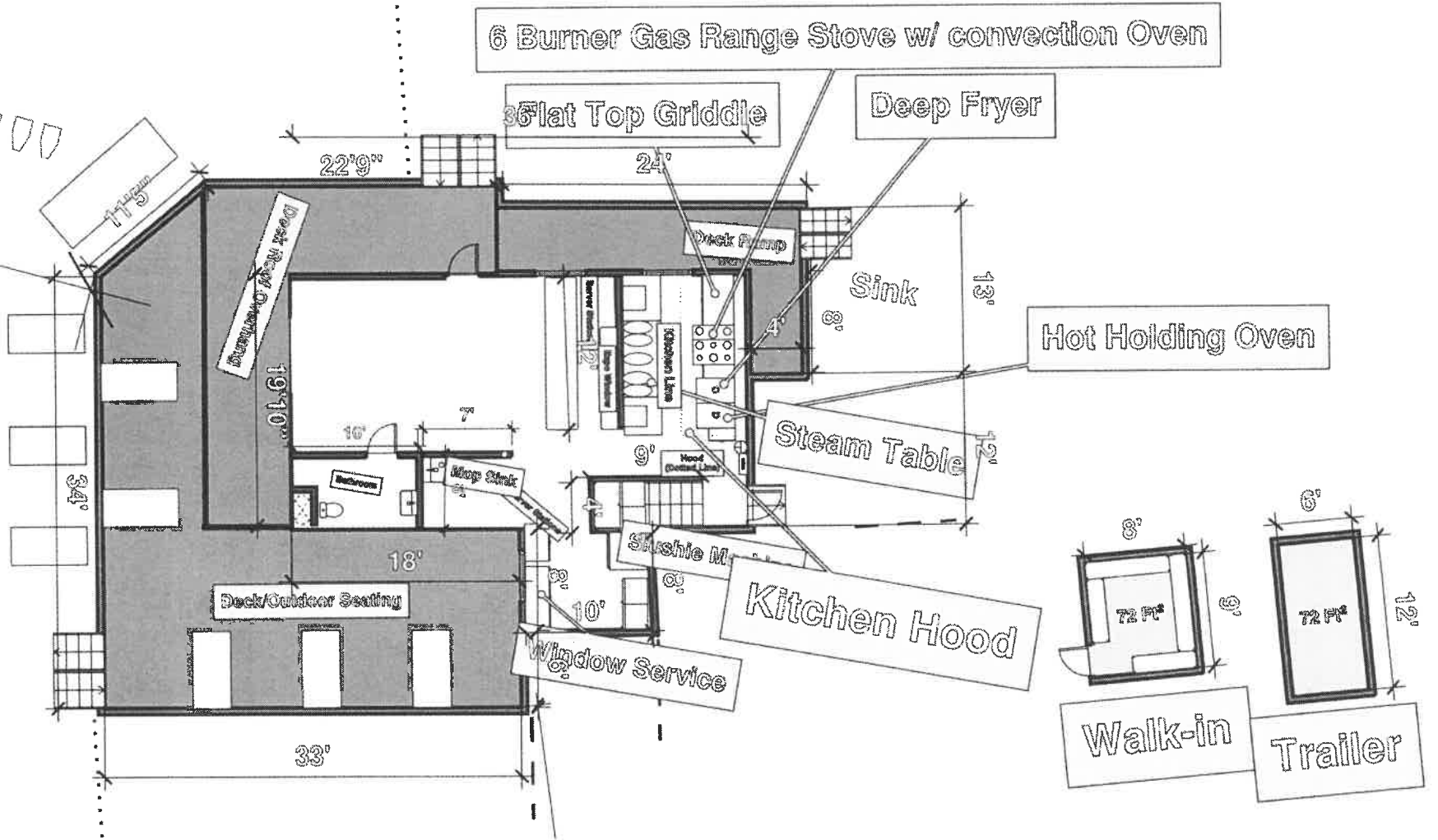
TENANT: GUAPOS TACO SHACK, LLC

By: _____, Manager



33'5"

Smaller Outdoor Seating Area



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*

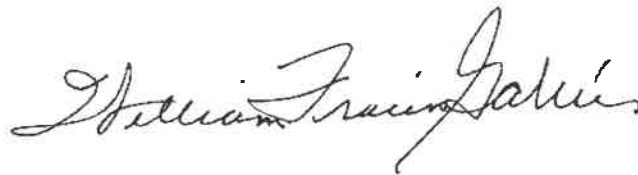
*or attach resident agent's consent hereto.

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

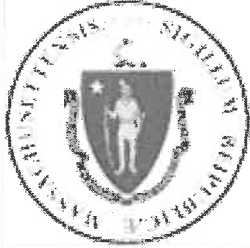
deemed to have been filed with me on:

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

AVOCADO BITES	\$16
Flash fried and served with cilantro chipotle sauce for dipping	
COWBOY NACHOS	\$20
Cowboy butter ribeye, pickled jalepeno red bell pepper, olives, grilled corn, pico de gallo	
GRINGO WINGS	\$17
House fried chicken wings served with honey habanero sauce	
CHICKEN TENDERS & FRIES	\$16
Served with ranch	
ELOTE	\$10
Authentic Mexican street corn (off the cob), cotija cheese spread, house spices, & scallions	
CHIPS 'N' GUAC	\$13
Our signature guacamole served with house fried chips	
CHIPS 'N' SALSA	\$10
Our signature salsa served with house fried chips	

TACOS

3 tacos per order

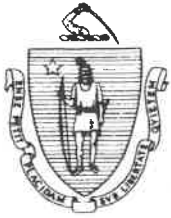
RIBEYE TACO	\$22
Guac, pico de gallo, & house smoked chimichurri aioli	
BAJA FISH TACO	\$18
Tempura fried cod, pickled cabbage, pico de gallo, cotija cheese, lime sauce	
BÍRRRIA AL PASTOR	\$22
Braised pork, grilled tortilla, cheese, cilantro & onion. Broth for dipping	
GROUND BEEF TACO	\$17
Pico de gallo, shredded lettuce, shredded pepperjack cheese	
VEGGIE TACO	\$16
Black beans, grilled corn, bell peppers, pickled red onion, guacamole, cotija cheese	

PLATOS GRANDE

MEXICAN CHOPPED SALAD	\$16
Romaine, edamame, onion, olives, grilled corn, tomato, bell pepper, cotija cheese, & a spicy honey vinaigrette	
ROMAINE SALAD	\$14
Chopped romaine, cauliflower croutons, cotija cheese, chipotle cilantro dressing	
GUAPOS BURRITO	\$23
(Choice of grilled chicken, steak, ground beef, shrimp, pork or veggie) Black beans, Mexican rice, guac & pico de gallo	
SURF 'N' TURF BURRITO	\$24
Cowboy butter steak, citrus marinated shrimp, black beans, mexican rice, guac, pico de gallo & chimichurri aioli	
CAPE COD FISH 'N' CHIP BURRITO	\$23
Cape Cod Potato Chip crusted cod, french fries, pickled cabbage, caper aioli	
GUAPOS BURGER	\$18
Wagyu beef, pepper jack cheese, sliced avocado, tomato, lettuce, house made chipotle sauce, on potato bun	
MEXI-STYLE HOTDOG	\$15
Avocado, cilantro, jalepeno, pinto beans, red onion, tomato & chipotle sauce. Served with fries	

SIDES/SAUCES

<u>Sides</u>	<u>Sauce</u>
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	



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

AMENDMENT-Change of Manager

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) 00013-RS-013Y

ENTITY/ LICENSEE NAME Browndog Investments Inc

ADDRESS 3668 Main St

CITY/TOWN Brewster

STATE MA

ZIP CODE 02631

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input 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. dub / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" 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="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

AMENDMENT-Change of Manager

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Browdog Investments Inc	Brewster	00013-RS-0137

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jeffrey Drown	Owner	JMDPanthers1973@gmail.com	[Redacted]

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Date of Birth	SSN
Jeffrey Drown	[Redacted]	[Redacted]
Residential Address	Brewster MA 02631	
Email	Phone	
Jmdpanthers1973@gmail.com	[Redacted]	
Please indicate how many hours per week you intend to be on the licensed premises	Last-Approved License Manager	
50	Donna Drown	

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime?

Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
11/96	present	Manager	Browdog Inv Inc	self

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

APPLICANT'S STATEMENT

I, Jeffrey M Drown the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Browndog Inv Inc
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:

Jeffrey M Drown

Date:

5/3/23

Title:

Owner

ENTITY VOTE

The Board of Directors or LLC Managers of Browndog Inv Inc
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on _____
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other _____

"VOTED: To authorize Jeffrey Deawn
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 Jeffrey Deawn
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

Donnia M Deawn
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Endorsements / Mentions Spéciales / Anotaciones

If your passport expires within six months of your date of departure, you may be denied entry into some countries.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

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PASSPORT
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

Type/Type/Tipo **P** Code/Code/Código **USA** Passport

Surname/Nom/Apellido
DROWN

Given name/Prénoms/Nombres
JEFFREY MARK

Nationality/Nationalité/Nacionalidad
UNITED STATES OF AMERICA

Date of birth/Date de naissance/Fecha de nacimiento
[REDACTED]

[REDACTED]

Piece of birth/Lieu de naissance/Lugar de nacimiento
MASSACHUSETTS, U.S.A.

Date of issue/Date de délivrance/Fecha de expedición
07 NOV 2022

Date of expiration/Date d'expiration/Fecha de caducidad
06 NOV 2032

Authority/Autorité/Autoridad
UNITED STATES DEPARTMENT OF STATE

USA



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USADROWN<<JEFFREY<MARK<<[REDACTED]





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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: 00013-R3-0134 LICENSEE NAME: Browndog Invest INC CITY/TOWN: Brewster

APPLICANT INFORMATION

LAST NAME: Drown FIRST NAME: Jeffrey MIDDLE NAME: MARK
 MAIDEN NAME OR ALIAS (IF APPLICABLE): _____ PLACE OF BIRTH: Framingham MA
 DATE OF BIRTH: [REDACTED] SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE): _____
 MOTHER'S MAIDEN NAME: [REDACTED] DRIVER'S LICENSE #: [REDACTED] STATE LIC. ISSUED: MA
 GENDER: male HEIGHT: 6' 4" WEIGHT: [REDACTED] EYE COLOR: Brown
 CURRENT ADDRESS: [REDACTED]
 CITY/TOWN: Brewster STATE: MA ZIP: 02631
 FORMER ADDRESS: _____
 CITY/TOWN: _____ STATE: _____ ZIP: _____

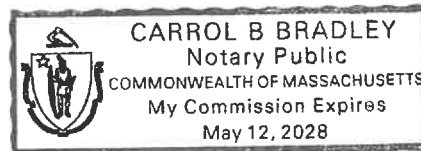
PRINT AND SIGN

PRINTED NAME: Jeffrey M Drown APPLICANT/EMPLOYEE SIGNATURE: [Signature]

NOTARY INFORMATION

On this MAY 3 2023 before me, the undersigned notary public, personally appeared Jeffrey m Drown
 (name of document signer), proved to me through satisfactory evidence of identification, which were MAOL
 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: _____
 SIGNATURE OF CORI-AUTHORIZED EMPLOYEE: _____
 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.

Archived: Thursday, May 11, 2023 9:26:18 AM
From: [Jeff Drown](#)
Mail received time: Thu, 4 May 2023 13:19:09
Sent: Thursday, May 4, 2023 9:19:09 AM
To: [Erika Mawn](#)
Subject: Fwd: Receipt from nCourt
Importance: Normal
Sensitivity: None

Sent from my iPhone

Begin forwarded message:

From: customerservice@ncourt.com
Date: May 4, 2023 at 9:02:15 AM EDT
To: laurinostavern@gmail.com
Subject: Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Jeffrey Last Name: Drown
Address 1: 3668 Main Street
City: Brewster State/Territory: MA Zip: 02631
Phone: (508) 237-7526

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	00013rs0134	\$4.70	\$200.00

Receipt Date: 5/4/2023 9:02:13 AM EDT
Invoice Number: 5e0a756e-247f-4ae0-aa0a-7e2fc85d315e

Total Amount Paid: \$204.70

Billing Information

First Name Jeffrey
Last Name Drown

Credit / Debit Card Information



Address 1 3668 Main Street

City Brewster

State/Territory MA

Zip 02631

Email Laurinostavern@gmail.com



IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.

Archived: Thursday, May 18, 2023 11:38:35 AM

From: [Peter Lombardi](#)

Sent: Tuesday, May 16, 2023 9:51:58 AM

To: [Select Board](#)

Cc: [Finance Committee](#) [Mimi Bernardo](#) [Donna Kalinick](#)

Subject: FW: NAUSET REGIONAL SCHOOL DISTRICT AMENDED FY23 OPERATING BUDGET AND TRANSFER OF EXCESS AND DEFICIENCY

Importance: Normal

Sensitivity: None

Attachments:

[FY23 REGION OPERATING BUDGET VER 3 MARCH 10 2022 FINAL.pdf](#) [Dashboard 4-30-23 FINAL.PDF](#) [FY23 AMENDED REGION OPERATING BUDGET DOCUMENTS MAY 11 2023 PDF.pdf](#) [FY23 AMENDED REGION OPERATING BUDGET DOCUMENTS MAY 11 2023 PAGE 3 PDF.pdf](#) [TREASURER LETTER TO TOWN ADMINISTRATORS MANAGERS MAY 15 2023.pdf](#)

Good morning all,

Please see attached and below from the region regarding their **FY23** operating budget. The Regional School Committee has approved appropriating \$306k in available E&D to cover their deficit and balance this year's (revised) budget. The towns technically can call Town Meetings to act on this proposed change in their budget. Absent action to that effect by the towns within 45 days, the amended budget is considered constructively approved. Per the follow up below, they are projected to close this FY with \$1.2M in E&D (primarily due to higher than anticipated district receipts this year), which means they will likely need to reduce their reliance on E&D to balance their FY25 operating budget. They have used about \$1M in E&D to balance their budgets in FYs21-24. They previously used between \$500-800k of E&D for this purpose. Of course, reducing E&D as a revenue source may lead to higher net year over year assessment % increases in FY25+. We will discuss this at your May 22 meeting.

Peter

Peter Lombardi

Town Manager

Town of Brewster

508-896-3701 x. 1128

Brewster Town Offices are open to the public Monday through Thursday from 8:30am to 4:00pm, and by appointment on Fridays.

From: Giovanna Venditti <vendittig@nausetschools.org>

Sent: Monday, May 15, 2023 5:36 PM

To: Peter Lombardi <plombardi@brewster-ma.gov>; 'Charlie Sumner' <csumner@town.orleans.ma.us>; 'Jacqueline Beebe' <jbeebe@eastham-ma.gov>; 'Richard Waldo' <Richard.Waldo@wellfleet-ma.gov>; Mimi Bernardo <mbernardo@brewster-ma.gov>; 'Richard Bienvenue' <rbienvenue@eastham-ma.gov>; 'Cathy Doane' <cdoane@town.orleans.ma.us>; 'Lisa Souve' <Lisa.Souve@wellfleet-ma.gov>

Cc: 'Constance Boulos' <boulosc@nausetschools.org>; 'Brooke Clenchy' <clenchyb@nausetschools.org>; 'Christopher Easley' <easleyc@nausetschools.org>; 'Judith Schumacher' <schumacherj@nausetschools.org>; 'James Nowack' <nowackj@nausetschools.org>; Brewster School Committee <brewsterschoolcommitteemeeting@brewster-ma.gov>

Subject: RE: NAUSET REGIONAL SCHOOL DISTRICT AMENDED FY23 OPERATING BUDGET AND TRANSFER OF EXCESS AND DEFICIENCY

Hi Peter,

Attached please find the FY23 originally adopted budget. Also, please find attached the most recent Dashboard Report detailing the projected E & D needed based upon the project deficits (\$306,445) which reflects the amount voted for use from E & D. Projected E & D at June 30, 2023 is \$1,208,432 which reflects the amount earmarked for FY24 budget of \$1,000,975 as well as the amount voted last Thursday of \$306,445.

If there is anything else, please do not hesitate to contact me.

Thank you everyone for your continued support!

g
Giovanna B. Venditti
Director of Finance and Operations
Nauset Public Schools
[78 Eldredge Park Way](#)
[Orleans, MA 02653](#)
Phone: 508-255-8800, Ext. 7007
Fax: [508-240-2351](#)
E-Mail: vendittig@nausetschools.org

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From: Peter Lombardi [<mailto:plombardi@brewster-ma.gov>]

Sent: Monday, May 15, 2023 5:13 PM

To: Giovanna Venditti <vendittig@nausetschools.org>; 'Charlie Sumner' <csumner@town.orleans.ma.us>; Jacqueline Beebe <jbeebe@eastham-ma.gov>; 'Richard Waldo' <Richard.Waldo@wellfleet-ma.gov>; Mimi Bernardo <mbernardo@brewster-ma.gov>; 'Richard Bienvenue' <rbienvenue@eastham-ma.gov>; 'Cathy Doane' <cdoane@town.orleans.ma.us>; 'Lisa Souve' <Lisa.Souve@wellfleet-ma.gov>

Cc: 'Constance Boulos' <boulosc@nausetschools.org>; 'Brooke Clenchy' <clenchyb@nausetschools.org>; 'Christopher Easley' <easleyc@nausetschools.org>; 'Judith Schumacher' <schumacherj@nausetschools.org>; 'James Nowack' <nowackj@nausetschools.org>; Brewster School Committee <brewsterschoolcommitteemeeting@brewster-ma.gov>

Subject: RE: NAUSET REGIONAL SCHOOL DISTRICT AMENDED FY23 OPERATING BUDGET AND TRANSFER OF EXCESS AND DEFICIENCY

Thank you, Giovanna. For ease of conveying this information, it would be helpful if the supporting budget documents differentiated between the original budget approved by Town Meetings in May 2022 and the updated amounts reflected in the revised budget and related supplemental E&D transfer approved by the Regional School Committee last week (eg. Certified/Adopted FY23 Budget vs. Revised/Amended FY23 Budget). I would also appreciate updated E&D projections to close this FY, taking this \$300k transfer and the \$1M appropriation to cover the FY24 operating budget into account.

Thanks again,

Peter

Peter Lombardi
Town Manager
Town of Brewster
508-896-3701 x. 1128

Brewster Town Offices are open to the public Monday through Thursday from 8:30am to 4:00pm, and by appointment on Fridays.

From: Giovanna Venditti <vendittig@nausetschools.org>
Sent: Monday, May 15, 2023 4:41 PM
To: Peter Lombardi <plombardi@brewster-ma.gov>; 'Charlie Sumner' <csumner@town.orleans.ma.us>; Jacqueline Beebe <jbeebe@eastham-ma.gov>; 'Richard Waldo' <Richard.Waldo@wellfleet-ma.gov>; Mimi Bernardo <mbernardo@brewster-ma.gov>; 'Richard Bienvenue' <rbienvenue@eastham-ma.gov>; 'Cathy Doane' <cdoane@town.orleans.ma.us>; 'Lisa Souve' <Lisa.Souve@wellfleet-ma.gov>
Cc: 'Constance Boulos' <boulosc@nausetschools.org>; 'Brooke Clenchy' <clenchyb@nausetschools.org>; 'Christopher Easley' <easleyc@nausetschools.org>; 'Judith Schumacher' <schumacherj@nausetschools.org>; 'James Nowack' <nowackj@nausetschools.org>; Brewster School Committee <brewsterschoolcommitteemeeting@brewster-ma.gov>
Subject: NAUSET REGIONAL SCHOOL DISTRICT AMENDED FY23 OPERATING BUDGET AND TRANSFER OF EXCESS AND DEFICIENCY
Importance: High

Good afternoon everyone,

Please see the attached letter from our District Treasurer, Constance Boulos regarding the Nauset Regional School District Amended FY23 Operating Budget and transfer of Excess and Deficiency for the same. In addition, please see the Amended Operating Budget for FY23.

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

Thank you.

g
Giovanna B. Venditti
Director of Finance and Operations
Nauset Public Schools
[78 Eldredge Park Way](#)
[Orleans, MA 02653](#)
Phone: 508-255-8800, Ext. 7007
Fax: [508-240-2351](tel:508-240-2351)
E-Mail: vendittig@nausetschools.org

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Nauset Public Schools

78 Eldredge Park Way, Orleans, Massachusetts 02653

Phone: 508-255-8800 • Fax: 508-240-2351 • <http://nausetschools.org>

Brooke A. Clenchy

Superintendent of Schools

Robin A. Millen Ed.D.

Director of Curriculum

Giovanna B. Venditti

Director of Finance and Operations

Mary Buchanan

Director of Student Services

Joanna Hughes

Director of Human Resources

To: Town Administrators and Town Managers

Towns of Brewster, Eastham, Orleans and Wellfleet

From: Constance Boulos, Treasurer for the Nauset Regional School District

Date: May 15, 2023

Re: Nauset Regional School District Amended FY23 Operating Budget and Transfer of Excess and Deficiency

Please be advised, at the May 11, 2023 Nauset Regional School Committee meeting, the School Committee voted unanimously (10 yeas) to amend the Fiscal Year 2023 Operating Budget for the Regional School District as adopted by vote of the School Committee on March 10, 2022, from \$34,017,151.00 to \$34,323,596.00, increasing the total amount of the FY2023 Operating Budget by \$306,445.00, such funds to be used and expended as determined by the School Committee toward Operations, SPED, Transportation and Choice/Charter costs, in order to defray a projected deficit in the Regional School District, Region Only budget for Fiscal Year 2023 for such costs; and to fund and defray such increase by transferring an additional \$306,445.00 from the District's Certified Excess and Deficiency account, resulting in an aggregate amount of \$1,308,574 drawn from the District's Certified Excess and Deficiency Account for Fiscal Year 2023, **and resulting in no change to the member towns' assessments for Fiscal Year 2023.**

The budget amendment highlights the increased line items reflecting the additional funds needed and the revenue sources noted in the budget show all of the previously noted revenue sources and amounts, plus E&D as an additional revenue source and the amount to be taken from E&D. (Please see the attached Amended Budget documents dated May 11, 2023).

The amended budget does not change the respective member towns' assessments for FY2023, but simply utilizes available E&D funds to cover the budgetary shortfall. If the member town(s) do not hold a town meeting within 45 days of the School Committee's vote to amend the budget, pursuant to 603 CMR 41.05 (5)(b), the member town(s) will be deemed to have approved the amended budget.

Town Administrators and Town Managers
Towns of Brewster, Eastham, Orleans and Wellfleet
May 15, 2023
Page 2

Member towns have 45 days from the School Committee's vote to amend the budget to act to disapprove the amended budget. Any member town that fails to hold a town meeting to consider the amended budget within that 45 day period is deemed to have approved the amended budget. If a town meeting is called and a quorum of voters does not show up and no other town meeting is called within the 45 day period, then the member town is deemed to have approved the amended budget. Any member town who holds a meeting within 45 days and does not have a majority of voters voting against the budget, is deemed to have approved the amended budget.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Constance Boulos".

Constance Boulos
Treasurer of the Nauset Regional School District

Attachments: Amended FY23 Operating Budget

NAUSET REGIONAL SCHOOLS

Ver 4
5.11.2023
AMENDED
%

OPERATING BUDGET

EXPENSE	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Proposed Budget	Increase	Increase
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	Decrease	(Decrease)
MS	7,251,616	7,432,783	7,642,453	7,727,788	7,990,235	8,245,521	8,452,061	8,663,380	8,808,190	144,810	1.67%
HS	10,702,040	10,968,281	11,131,812	11,086,421	11,468,531	11,781,018	11,859,106	12,155,584	12,348,334	192,750	1.59%
OPEB Contribution	0	0	0	0	0	400,000	0	0	0	0	0.00%
Region Only	10,107,934	10,425,132	11,109,971	9,200,923	9,185,401	9,498,049	10,381,124	10,287,050	12,017,123	1,730,073	16.82%
Region's Share of Central Office	938,399	1,007,868	995,246	1,004,653	1,034,296	1,077,127	1,105,556	1,151,988	1,149,949	(2,039)	-0.18%
Total	28,999,988	29,834,063	30,879,481	29,019,785	29,678,463	31,001,715	31,797,847	32,258,002	34,323,596	2,065,594	6.40%
INCOME											
State Base Aid	3,321,529	3,346,989	3,346,989	3,444,939	3,444,939	3,491,268	3,526,826	3,562,549	3,598,819	36,270	1.02%
Charter School Aid	135,735	76,637	74,005	74,005	74,005	61,549	58,154	299,244	475,921	176,677	59.04%
State Transportation Aid	557,444	528,982	594,252	765,016	827,315	819,851	819,851	819,851	819,851	0	0.00%
Truro & Provincetown Tuition	1,975,730	1,776,780	2,257,625	2,028,028	2,024,960	2,344,166	2,118,863	1,880,965	1,987,618	106,653	5.67%
Elementary Assessments for Therapists	131,038	149,853	178,456	187,954	189,913	202,429	227,140	260,911	246,853	(14,058)	-5.39%
Estimated Receipts	50,000	50,000	50,000	100,000	185,000	200,000	211,000	106,000	106,000	0	0.00%
Transfer from E&D	250,000	500,000	783,500	630,000	590,000	590,000	946,760	946,760	1,306,445	359,685	37.99%
Prior Transfer-In from Revolving Funds***	2,410,659	2,653,344	2,331,223	0	0	0	0	0	0	0	0.00%
	8,832,135	9,082,585	9,616,050	7,229,942	7,336,132	7,709,263	7,908,594	7,876,280	8,541,507	665,227	8.45%

Total Operating Budget	20,167,853	20,751,478	21,263,431	21,789,843	22,342,331	23,292,452	23,889,253	24,381,722	25,782,089	1,400,367	5.74%
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Construction Debt Service	664,220	481,700	264,744	255,063	251,563	267,286	256,450	364,659	295,813	(68,846)	-18.88%
Transfer from E&D	0	0	4,106	4,106	4,106	4,106	1,154	0	2,129	2,129	100.00%
SBAB Reimbursement	654,591	0	0	0	0	0	0	0	0	0	0.00%
DEBT TO BE FUNDED	9,629	481,700	260,638	250,957	247,457	263,180	255,296	364,659	293,684	(70,975)	-19.46%

Capital Plan Projects						532,356	545,665	559,307	573,290	13,983	2.50%
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TOTAL ASSESSMENT	20,177,482	21,233,178	21,524,069	22,040,800	22,589,788	24,087,988	24,690,214	25,305,688	26,649,063	1,343,375	5.31%
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NAUSET REGIONAL SCHOOLS

Ver 4
5.11.2023
AMENDED

OPERATING BUDGET

	BREWSTER	EASTHAM	ORLEANS	WELLFLEET	TOTAL
FY 22 Population**	578	238	229	155	1,200
Assessment %	48.17%	19.83%	19.08%	12.92%	100%
Debt Assessment	175,644	72,324	69,589	47,102	364,659
FY22 Capital Plan Projects	269,400	110,929	106,734	72,244	559,307
FY22 OPEB Contribution	-	-	-	-	-
Operating Assessment	11,743,855	4,835,717	4,652,854	3,149,296	24,381,722
Total Assessment	12,188,899	5,018,970	4,829,177	3,268,642	25,305,688

FY 23 Population**	576	238	256	145	1,215
Assessment %	0.474074	0.195885	0.210700	0.119342	100.00%
Debt Assessment	139,228	57,528	61,879	35,049	293,684
FY23 Capital Plan Projects	271,782	112,299	120,792	68,417	573,290
FY23 OPEB Contribution	-	-	-	-	-
Operating Assessment	12,222,619	5,050,319	5,432,276	3,076,875	25,782,089
Total Assessment	12,633,629	5,220,146	5,614,947	3,180,341	26,649,063

	BREWSTER	EASTHAM	ORLEANS	WELLFLEET	TOTAL
Increase (Decrease) 22 to 23					
Population**	(2)	0	27	(10)	15
Assessment %	-0.76%	-0.24%	1.99%	-0.98%	0.00%
Debt Assessment	(36,416)	(14,796)	(7,710)	(12,053)	(70,975)
Capital Plan Projects	2,382	1,370	14,058	(3,827)	13,983
OPEB Contribution	-	-	-	-	0
Operating Assessment	478,764	214,602	779,422	(72,421)	1,400,367
Total Assessment	444,730	201,176	785,770	(88,301)	1,343,375

2023 Capital Plan Projects					
Towns' Shares	271,782	112,299	120,792	68,417	573,290

NAUSET REGIONAL SCHOOLS FY23 OPERATING BUDGET, DEBT, & CAPITAL BUDGET	25,305,688	26,649,063	1,343,375	5.31%
--	-------------------	-------------------	------------------	--------------

2023 TOTAL ASSESSMENT	12,633,629	5,220,145.67	5,614,947	3,180,341	26,649,063
------------------------------	-------------------	---------------------	------------------	------------------	-------------------

* Provincetown Tuition - FY11 income not counted in total. Tuition was approved after budget was certified.
 **Population = The number of resident students attending Nauset, other schools as "choice students", or public charter schools.
 ***Per DESE starting in FY18 Nauset will budget a portion of expenditures directly out of Revolving Funds instead of appropriations for those revolving funds revenue budgeted as a general fund revenue source (Transfer-In).

NAUSET REGIONAL SCHOOLS

5.11.2023
ver 4
AMENDED

OPERATING EXPENSE BUDGETED FROM REVOLVING FUNDS

<u>EXPENSE</u>	Certified Budget 2014-15	Certified Budget 2015-16	Certified Budget 2016-17	Certified Budget 2017-18	Certified Budget 2018-2019	Certified Budget 2019-2020	Certified Budget 2020-2021	Certified Budget 2021-2022	Certified Budget 2022-2023	Increase/ (Decrease)	% Increase (Decrease)
Circuit Breaker Revolving Fund	810,351	903,344	596,723	649,601	764,274	764,274	930,600	930,600	1,180,600	250,000	26.86%
School Choice Revolving Fund	1,600,308	1,700,000	1,534,500	1,833,500	2,128,100	2,128,100	1,556,500	1,276,000	1,233,000	(43,000)	-3.37%
Cape Cod Tech Revolving Fund	-	-	-	49,500	16,500	6,000	10,000	10,000	10,000	-	0.00%
Firebird Revolving Fund	-	-	-	20,000	-	-	-	-	10,000	10,000	0.00%
MS Building Use Fund	-	-	-	60,000	-	-	-	-	-	-	0.00%
HS Building Use Fund	-	-	-	10,000	-	-	-	-	-	-	0.00%
International Student Revolving Fund	-	50,000	200,000	-	-	-	25,000	-	-	-	0.00%
Total Expenses Funded With Revolving Funds***	2,410,659	2,653,344	2,331,223	2,622,601	2,908,874	2,898,374	2,522,100	2,216,600	2,433,600	217,000	9.79%

***Per DESE starting in FY18 Nauset will budget a portion of expenditures directly out of Revolving Funds instead of appropriations for those revolving funds revenue budgeted as a general fund revenue source (Transfer-In).

NAUSET REGIONAL SCHOOLS

Ver 3
3.10.2022
FINAL
%

OPERATING BUDGET

EXPENSE	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Certified Budget	Proposed Budget	Increase	Increase
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	Decrease	(Decrease)
MS	7,251,616	7,432,783	7,642,453	7,727,788	7,990,235	8,245,521	8,452,061	8,663,380	8,808,190	144,810	1.67%
HS	10,702,040	10,968,281	11,131,812	11,086,421	11,468,531	11,781,018	11,859,106	12,155,584	12,348,334	192,750	1.59%
OPEB Contribution	0	0	0	0	0	400,000	0	0	0	0	0.00%
Region Only	10,107,934	10,425,132	11,109,971	9,200,923	9,185,401	9,498,049	10,381,124	10,287,050	11,710,678	1,423,628	13.84%
Region's Share of Central Office	938,399	1,007,868	995,246	1,004,653	1,034,296	1,077,127	1,105,556	1,151,988	1,149,949	(2,039)	-0.18%
Total	28,999,988	29,834,063	30,879,481	29,019,785	29,678,463	31,001,715	31,797,847	32,258,002	34,017,151	1,759,149	5.45%
INCOME											
State Base Aid	3,321,529	3,346,989	3,346,989	3,444,939	3,444,939	3,491,268	3,526,826	3,562,549	3,598,819	36,270	1.02%
Charter School Aid	135,735	76,637	74,005	74,005	74,005	61,549	58,154	299,244	475,921	176,677	59.04%
State Transportation Aid	557,444	528,982	594,252	765,016	827,315	819,851	819,851	819,851	819,851	0	0.00%
Truro & Provincetown Tuition	1,975,730	1,776,780	2,257,625	2,028,028	2,024,960	2,344,166	2,118,863	1,880,965	1,987,618	106,653	5.67%
Elementary Assessments for Therapists	131,038	149,853	178,456	187,954	189,913	202,429	227,140	260,911	246,853	(14,058)	-5.39%
Estimated Receipts	50,000	50,000	50,000	100,000	185,000	200,000	211,000	106,000	106,000	0	0.00%
Transfer from E&D	250,000	500,000	783,500	630,000	590,000	590,000	946,760	946,760	1,000,000	53,240	5.62%
Prior Transfer-In from Revolving Funds***	2,410,659	2,653,344	2,331,223	0	0	0	0	0	0	0	0.00%
	8,832,135	9,082,585	9,616,050	7,229,942	7,336,132	7,709,263	7,908,594	7,876,280	8,235,062	358,782	4.56%
Total Operating Budget	20,167,853	20,751,478	21,263,431	21,789,843	22,342,331	23,292,452	23,889,253	24,381,722	25,782,089	1,400,367	5.74%
Construction Debt Service	664,220	481,700	264,744	255,063	251,563	267,286	256,450	364,659	295,813	(68,846)	-18.88%
Transfer from E&D	0	0	4,106	4,106	4,106	4,106	1,154	0	2,129	2,129	100.00%
SBAB Reimbursement	654,591	0	0	0	0	0	0	0	0	0	0.00%
DEBT TO BE FUNDED	9,629	481,700	260,638	250,957	247,457	263,180	255,296	364,659	293,684	(70,975)	-19.46%
Capital Plan Projects						532,356	545,665	559,307	573,290	13,983	2.50%
TOTAL ASSESSMENT	20,177,482	21,233,178	21,524,069	22,040,800	22,589,788	24,087,988	24,690,214	25,305,688	26,649,063	1,343,375	5.31%

NAUSET REGIONAL SCHOOLS

Ver 3
3.10.2022
FINAL

OPERATING BUDGET

	BREWSTER	EASTHAM	ORLEANS	WELLFLEET	TOTAL
FY 22 Population**	578	238	229	155	1,200
Assessment %	48.17%	19.83%	19.08%	12.92%	100%
Debt Assessment	175,644	72,324	69,589	47,102	364,659
FY22 Capital Plan Projects	269,400	110,929	106,734	72,244	559,307
FY22 OPEB Contribution	-	-	-	-	-
Operating Assessment	11,743,855	4,835,717	4,652,854	3,149,296	24,381,722
Total Assessment	12,188,899	5,018,970	4,829,177	3,268,642	25,305,688

FY 23 Population**	576	238	256	145	1,215
Assessment %	0.474074	0.195885	0.210700	0.119342	100.00%
Debt Assessment	139,228	57,528	61,879	35,049	293,684
FY23 Capital Plan Projects	271,782	112,299	120,792	68,417	573,290
FY23 OPEB Contribution	-	-	-	-	-
Operating Assessment	12,222,619	5,050,319	5,432,276	3,076,875	25,782,089
Total Assessment	12,633,629	5,220,146	5,614,947	3,180,341	26,649,063

	BREWSTER	EASTHAM	ORLEANS	WELLFLEET	TOTAL
Increase (Decrease) 22 to 23					
Population**	(2)	0	27	(10)	15
Assessment %	-0.76%	-0.24%	1.99%	-0.98%	0.00%
Debt Assessment	(36,416)	(14,796)	(7,710)	(12,053)	(70,975)
Capital Plan Projects	2,382	1,370	14,058	(3,827)	13,983
OPEB Contribution	-	-	-	-	0
Operating Assessment	478,764	214,602	779,422	(72,421)	1,400,367
Total Assessment	444,730	201,176	785,770	(88,301)	1,343,375

2023 Capital Plan Projects					
Towns' Shares	271,782	112,299	120,792	68,417	573,290

NAUSET REGIONAL SCHOOLS FY23 OPERATING BUDGET, DEBT, & CAPITAL BUDGET	25,305,688	26,649,063	1,343,375	5.31%
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2023 TOTAL ASSESSMENT	12,633,629	5,220,145.67	5,614,947	3,180,341	26,649,063
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* Provincetown Tuition - FY11 income not counted in total. Tuition was approved after budget was certified.

**Population = The number of resident students attending Nauset, other schools as "choice students", or public charter schools.

***Per DESE starting in FY18 Nauset will budget a portion of expenditures directly out of Revolving Funds instead of appropriations for those revolving funds revenue budgeted as a general fund revenue source (Transfer-In).

NAUSET REGIONAL SCHOOLS

3.10.2022
ver 3
FINAL

OPERATING EXPENSE BUDGETED FROM REVOLVING FUNDS

<u>EXPENSE</u>	Certified Budget 2014-15	Certified Budget 2015-16	Certified Budget 2016-17	Certified Budget 2017-18	Certified Budget 2018-2019	Certified Budget 2019-2020	Certified Budget 2020-2021	Certified Budget 2021-2022	Certified Budget 2022-2023	Increase/ (Decrease)	% Increase (Decrease)
Circuit Breaker Revolving Fund	810,351	903,344	596,723	649,601	764,274	764,274	930,600	930,600	1,180,600	250,000	26.86%
School Choice Revolving Fund	1,600,308	1,700,000	1,534,500	1,833,500	2,128,100	2,128,100	1,556,500	1,276,000	1,233,000	(43,000)	-3.37%
Cape Cod Tech Revolving Fund	-	-	-	49,500	16,500	6,000	10,000	10,000	10,000	-	0.00%
Firebird Revolving Fund	-	-	-	20,000	-	-	-	-	10,000	10,000	0.00%
MS Building Use Fund	-	-	-	60,000	-	-	-	-	-	-	0.00%
HS Building Use Fund	-	-	-	10,000	-	-	-	-	-	-	0.00%
International Student Revolving Fund	-	50,000	200,000	-	-	-	25,000	-	-	-	0.00%
Total Expenses Funded With Revolving Funds***	2,410,659	2,653,344	2,331,223	2,622,601	2,908,874	2,898,374	2,522,100	2,216,600	2,433,600	217,000	9.79%

***Per DESE starting in FY18 Nauset will budget a portion of expenditures directly out of Revolving Funds instead of appropriations for those revolving funds revenue budgeted as a general fund revenue source (Transfer-In).

NAUSET REGIONAL SCHOOL DISTRICT

SCHOOL COMMITTEE FINANCIAL DASHBOARD REPORTS

For the Year to Date Period Ending: 4/30/2023

Data Complete Through: 4/30/2023

Provided To School Committee: 5/10/2023

NAUSET REGIONAL SCHOOL DISTRICT
SCHOOL COMMITTEE FINANCIAL DASHBOARD REPORTS
INDEX OF REPORTS

1 Financial Position Summary - All Funds (Monthly)

Intended to provide the School Committee with a one page snapshot view of the District's overall current financial status. To include projected impact on E&D based on current year budget projections; balances of other available funds and trend history of long-term obligations. Also provides indications of further commentary on each of the key financial indicators monitored by the School Committee.

2 General Fund Accounts Summary (Monthly)

Intended to provide the School Committee with a one page summary of the status of the District's General Fund and operating budget results.

3 Special Revenue Fund Accounts Summary (Monthly)

Intended to provide the School Committee with a one page summary of the status of the various District gift, grants and revolving funds.

4 Capital Project Fund Accounts Summary (Monthly)

Intended to provide the School Committee with a one page summary of the status of the various District capital article funds and capital project funds.

5 Variance Reporting, Commentary and Projections (Monthly for criteria determined)

Intended to provide the School Committee with a summary of comments regarding the pre-determined reporting criteria for each of the dashboard reports.

6 Comparison All Funds Summary With Prior Year (Monthly)

Intended to provide the School Committee with a comparison with prior year's E & D projection with the current year.

7 Fiduciary Fund Accounts Summary (Quarterly - 9/30, 12/31, 3/31, 6/30)

Intended to provide the School Committee with a one page summary of the status of the various District fiduciary accounts.

8 Cash Balances (Quarterly - 9/30, 12/31, 3/31, 6/30)

Intended to provide the School Committee with a complete view of the District's cash holdings.
(Unreconciled Balances)

9 Cash Flow Projection (Quarterly - 9/30, 12/31, 3/31, 6/30)

Intended to provide the School Committee with a one page summary of the District's cash flow for one fiscal year.

10 General Ledger Reports (Quarterly - 9/30, 12/31, 3/31, 6/30)

Financial system generated reports intended to provide the School Committee with full detail of the District's financial accounts. These include: Trial Balance, by Fund Report; General Fund Revenue Ledger Report; General Fund Appropriation Ledger Report; Revolving Fund Report; Grant Fund Report

Projected Excess & Deficiency Balance for 6/30/2023	FY23 budgeted revenues	34,886,254	% of FY23 budget	3.46%
GF Unreserved Fund Balance - beg. of year (\$1,470,208 certified by DOR)			1,470,376	
Appropriation Savings (Deficit)			(306,445)	
Funding Source Savings (Deficit)			1,045,476	
Other GF Accounts Savings (Deficit)			-	
Amounts voted for use*			(1,000,975)	*
DOR Bond Premium Reduction			-	+
Subtotal Projected E&D per books 6/30/23			1,208,432	
Other Fund Charges (list):				
RF Projected Deficits			-	
GF Projected Deficits			-	
CPF Projected Deficits			-	
Fiduciary Fund Deficits				
<i>Supplemental Homeless Transportation Aid Receivable</i>				
Projected Certified E&D Balance 6/30/2023			1,208,432	

Long-term Obligations & Funding (updated annually on 6/30 Dashboard)							
	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023
Compensated Absences	179,104	197,537	236,791	230,381	224,295	176,382	TBD
OPEB	28,147,561	35,408,896	39,433,573	49,245,672	36,949,151	32,116,376	TBD
Net Pension Liability	10,044,929	9,865,791	11,006,024	10,189,516	9,706,479	6,183,300	TBD
Bond Anticipation Notes	-	-	806,650	806,650	6,806,650	12,806,650	27,360,000
Long-Term Bonds	3,325,000	3,150,000	2,975,000	2,800,000	2,625,000	2,450,000	2,275,000

Comments				
GF Exp. Budget	GF Appropriation Comments	GF Revenue Comments	SRF Comments	Other Comments
1,3,5	a-p	a-c		

* Reduce FY24 Operating Assessments 1,000,975

Net Budget (Should Be Zero) -

1. Appropriation Budget Status		Appropriation Surplus (Deficit)						(306,445)
	Prior Year Actual	FY 2023						% Budget Committed
		Budget	YTD Expended	Current Encumbered	Current Budget Balance	Projected YE Balance		
Debt Service	364,658	295,813	(332,258)	-	(36,445)	(36,445)	112.32%	
Region Only	10,155,373	11,710,678	(10,287,439)	(1,750,552)	(327,313)	(300,000)	102.79%	
Region Shared	1,861,158	1,902,944	(1,534,859)	(339,192)	28,893	-	98.48%	
Middle School	8,635,140	8,808,190	(6,278,170)	(2,585,118)	(55,098)	(120,000)	100.63%	
High School	12,037,004	12,348,334	(8,401,180)	(3,734,730)	212,424	150,000	98.28%	
Total Budget	33,053,333	35,065,959	(26,833,906)	(8,409,592)	(177,539)	(306,445)	100.51%	

2. Funding Source Budget Status		Funding Source Surplus (Deficit)					1,045,476
	Prior Year Actual	FY 2023					% Budget Projected
		Final Budget	YTD Received	Projected Receivable		Projected YE Balance	
Town Assessments	24,746,381	26,075,773	19,556,830	6,518,943	-	-	100.00%
Other Assessments	1,034,294	999,848	769,321	263,352	32,825	103.28%	
State Base Aid	3,562,549	3,598,819	2,726,316	908,772	36,269	101.01%	
Charter School Aid	772,825	475,921	765,591	194,190	483,860	201.67%	
Transportation Aid	939,242	819,851	327,695	286,734	(205,422)	74.94%	
Truro & P-town Tuition	1,981,429	1,987,618	1,309,269	625,917	(52,432)	97.36%	
District Receipts	273,227	106,000	656,376	200,000	750,376	807.90%	
<i>Subtotal receipts</i>	<i>33,309,947</i>	<i>34,063,830</i>	<i>26,111,398</i>	<i>8,997,908</i>	<i>1,045,476</i>	<i>103.07%</i>	
Applied E&D	946,760	1,002,129	1,002,129	-	-	100.00%	
<i>Subtotal OFS</i>	<i>946,760</i>	<i>1,002,129</i>	<i>1,002,129</i>	<i>-</i>	<i>-</i>	<i>100.00%</i>	
Total budget	34,256,707	35,065,959	27,113,527	8,997,908	1,045,476	102.98%	

3. Other GF Account Status		Other Account Surplus (Deficit)	-
List Account	Issue	Financial Effect	
Other Fund Balance Charges:			
Savings from p/y encumb.			
Close old grant balances			
Total Other GF Accounts			

Revolving Funds (RF's) (All w/negative bal. & Minimum 80% of Rev. & Exp.)				Projected Gross Deficits	
<u>Account</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Expended</u>		<u>Ending Balance</u>
HS Cafeteria	139,239	246,552	(326,209)		59,582
MS Cafeteria	223,333	216,850	(404,749)		35,434
Circuit Breaker	177,727	807,945	(896,440)		89,232
School Choice	36,879	929,522	(635,715)		330,686
Preschool*	507,409	581,910	(621,574)		467,745
					-
					-
					-
All (86) other RF's	<u>507,737</u>	<u>582,901</u>	<u>(505,845)</u>	<u>-</u>	<u>584,793</u>
Total RF's	<u>1,592,324</u>	<u>3,365,680</u>	<u>(3,390,532)</u>	<u>-</u>	<u>1,567,472</u>

% of individually reported RF's (Min. 80%) 82.68% 85.08%

Grant Award Funds (GAF's) (Minimum 80% of total Expended)			Projected Gross Deficits		
<u>Account</u>	<u>Total Grant Award</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Other</u>	<u>Budget Balance</u>
ESSER II*	1,186,908	(1,033,871)	(84,347)		68,690
ESSER III*	2,584,119	(1,201,520)	(149,507)		1,233,092
IDEA*	694,938	(460,558)	(213,163)		21,217
					-
					-
All other Region GAF's	<u>705,229</u>	<u>(456,675)</u>	<u>(187,719)</u>	<u>-</u>	<u>738,963</u>
Total Region GAF's	<u>5,849,322</u>	<u>(3,152,624)</u>	<u>(634,736)</u>	<u>-</u>	<u>2,061,962</u>

% of individually reported GAF's 85.51%

* NRSD is the fiscal agent for these funds that benefit the 5 Districts in Union 54.

All District Capital Project Accounts - Authorization & Budget					
<u>Account</u>	<u>Date Authorized</u>	<u>Debt Amt. Authorized</u>	<u>Debt Issued</u>	<u>Project Budget</u>	<u>Notes</u>
HS Renovation/Addition	3/30/2021	169,925,665	28,136,774	131,825,665	Debt issued are (2) Bond Anticipation Notes (BAN)
HS Green Repair & MS Roof	2/9/2016	3,506,060	3,506,060		Balance at YE \$2,275,000 20 year term
Total District CPF's		<u>173,431,725</u>	<u>31,642,834</u>	<u>131,825,665</u>	

All District Capital Article Fund - Financial Activity					Projected CAF PTD Deficits		
<u>Account</u>	<u>Beginning Balance</u>	<u>Budget</u>	<u>Receipts</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Receivable</u>	<u>Ending Balance</u>
Fiscal Year 2021		545,664	487,558	(493,040)	(52,624)	5,482	-
Fiscal Year 2022		559,306	217,901	(431,597)	(78,005)	213,696	49,704
Fiscal Year 2023		573,289	-	(44,514)	(18,149)	44,514	510,626
Total District YTD CPF's	<u>-</u>	<u>1,678,259</u>	<u>705,459</u>	<u>(969,151)</u>	<u>(148,778)</u>	<u>263,692</u>	<u>560,330</u>

All District Capital Project Fund - Appropriation Budget Status				Projected CPF PTD Deficits	
<u>Account</u>	<u>Budget</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Current Balance</u>	
HS Renovation/Addition	131,825,665	(20,261,076)	(135,369,845)	(23,805,256)	

All District Capital Project Fund - Funding Source Status					
	<u>Budget</u>	<u>Received</u>	<u>Projected Receivable</u>	<u>Premium Used</u>	<u>Projected Balance</u>
Beginning Balance	57,109	57,109			-
Bond/BAN	95,092,080	27,360,000	67,732,080		-
Premium on Bonds or Notes		120,600	-	(87,108)	33,492
MSBA Grant*	<u>36,676,476</u>	<u>3,917,748</u>	<u>32,758,728</u>	-	-
Total District YTD CPF's	<u>131,825,665</u>	<u>31,455,457</u>	<u>100,490,808</u>	<u>(87,108)</u>	<u>33,492</u>

* Maximum amount of grant on eligible expenditures

1 Region Only Projected Appropriation Deficit	
Analysis	School Committee Action
Region Only deficit is a result of increases in transportation, health insurance, School Choice, Charter School tuitions, special education tuitions and Districtwide Ballot costs for the High School Building Project.	Vote the use of E & D to cover the projected deficits.
2 Region Shared Projected Appropriation Deficit	
Analysis	School Committee Action
Expenses were reallocated to Cafeteria Revolving Accounts.	
3 Middle School Projected Appropriation Deficit	
Analysis	School Committee Action
Expenses were reallocated to Rural School Aid (\$81,048) since last month's reporting and pending revenue from Truro for reimbursement of staffing expenses per the Tuition Agreement. (\$55,801)	Vote the use of E & D to cover the projected deficits.
4 High School Projected Appropriation Deficit	
Analysis	School Committee Action
No Deficit	
5 Debt Service Projected Appropriation Deficit	
Analysis	School Committee Action
Debt Service deficit as a result of the timing of the Bond Anticipation Notes and the Building Project bids coming in higher than what was approved.	Vote the use of E & D to cover the projected deficits.
5 Projected Appropriation Summary Savings in Excess of 1%	
Analysis	School Committee Action

6 Appropriation Line Item Analysis (Reports Budget Line Items with a variance of 20% or \$100,000 whichever is lower) and .5% of the Department's total budget							
Account #	Account Name	/Analysis	Budget	YTD Expenditure	Encumbered	Variance	School Committee Action
a.	MS 8001	Salaries Principals	282,625	(435,607)	(72,257)	(225,239)	
	Variance due to changes in staffing as a result of resignation, retirement and new hires; and additional staffing requirements for an Assistant Principal.						
b.	MS 8114	Technology Leadership Salary	73,364	-	-	73,364	
	Line item expenses were reclassified to ESSER II & ESSER III. Savings in this line item will cover the negative variance in line item #8117 MTSS Coordinator Salary.						
c.	MS 8034	Salaries Guidance Counselors	400,636	(189,293)	(106,303)	105,040	
	Variance due to the reclassification of \$81,048 salaries to Rural School Aid.						
d.	HS 8311	Salaries Teachers	6,953,939	(4,476,077)	(2,274,886)	202,976	
	Variance represents savings due to various staffing changes due to retirement, resignation and new staff.						
e.	RO 8733	SE Contr Svcs OOD Trans	490,611	(185,649)	(84,642)	220,320	
	Variance represents savings at this time and is subject to change based on student needs. Also, savings in this line item will be off set by the negative variance in line item #8734 SE Contracted Services OOD Transportation Parent Reimbursement.						
f.	RO 8734	SE Contr Svcs OOD TransParent Reimb	30,882	(109,902)	(61,493)	(140,513)	
	Variance represents the cost to transport students (4) out of district due to a lack of drivers. One parent is transporting their child utilizing a private vendor and (3) the other parents are driving. The District is reimbursing the parents.						
g.	RO 8720	Employees Share Health Insurance	2,529,764	(2,392,431)	(650)	136,683	
	Variance represents savings based on the enrollment for the January invoice from Cape Cod Municipal Health Group and updated for the remainder of the year.						
h.	RO 8728	School Choice Tuition	360,922	(320,681)	(122,142)	(81,901)	
	Variance represents an increase in the number of Nauset students leaving the District to attend other public schools.						

School Committee Financial Dashboard Reports

Month of: 4/30/2023

i.	RO 8729 Charter School Tuition	2,133,516	(1,882,359)	(563,349)	(312,192)	Variance represents an increase in the number of Nauset students leaving the District to attend Charter Schools. This represents 85 students at the Lighthouse Charter School (FY23 budgeted for 78 students and reflects an increase of 7 students) and 24 students at the Sturgis Charter School (FY23 budgeted for 14 students and reflects an increase of 10 students). Final confirmation from DESE as been received reflecting an increase of \$171,497 in expenses for FY23 representing 108 students.
j.	RO 8735 SE Tuition Non Public Schools	428,528	(249,926)	(74,812)	103,790	Variance represents savings at this time and is subject to change based on future student needs and student placement currently being assessed by the Student Services Director.
k.	RO 8736 SE Tuition Collaborative	615,400	(662,099)	(70,516)	(117,215)	Variance is based on student needs based on their IEP.
l.	RS 8817 Salary Business Manager	144,440	(146,010)	(32,269)	(33,839)	Variance is per contract language. Originally budgeted funds in ESSER II & III; however, used savings in line item #8836 due to restrictions on use of ESSER funding regarding grant administration.
m.	RS8830 Salary Clerical Human Resources	166,909	(168,131)	(37,963)	(39,185)	Variance due to additional staffing needs within the Human Resources Office.
n.	RS 8836 Salary Technology Coordinator	125,000	(67,661)	(14,877)	42,462	Variance represents savings due to retirement and reconfiguration of the Technology Department.
o.	RS 8879 Salary Food Service Coord	64,602	-	-	64,602	Expenses were reallocated to Cafeteria Revolving Accounts District wide (7) since last month's reporting.
p.	RS 8882 Salary Food Service Bkkpr	57,414	(7,853)	-	49,561	Expenses were reallocated to Cafeteria Revolving Accounts District wide (7) since last month's reporting.
q.						
r.						

7 Revenue Budget Line Item Analysis (Report Budget Line Items with a variance of 10%)							
Account #	Account Name	/Analysis	Budget	YTD Receipts	Projected Receipts	Variance	School Committee Action
a.	4	Charter School Aid	475,921	765,591	194,190	483,860	
<p>Variance represents additional revenue for Charter School Aid based on changes in the calculation formula by DESE. Increase in aid is reflective of an increase in the number of students attending Charter Schools. Year 1 the District receives 100% (FY23 Tuition Change) of the increase in the tuition; year 2 will be 60% of the FY22 tuition; and year 3 will be 40% of the FY21 tuition. This reflects an increase in the number of Nauset students leaving the District to attend Charter Schools. This represents 85 students at the Lighthouse Charter School and 24 students at the Sturgis Charter School. Pending final confirmation from DESE. Total increase is 17 students in FY23. Final numbers from DESE as of December 31, 2022 are 108 students as follows: Lighthouse Charter School 84 students and Sturgis Charter School 24. NOTE: There was a discrepancy in the revenue reported by DESE and the amount actually received from DOR in the December report. We have received final confirmation from DESE and the projected receipts as provided were correct.</p>							
b.	6	Transportation Aid	819,851	327,695	286,734	(205,422)	
<p>Variance represents a decrease in the expected Aid in FY23 based on the actual expenses incurred in FY22 per the End of Year Reporting. The reduction in aid is due to the reclassification of expenses in FY22 to ESSER II & ESSER III Grants.</p>							
c.	20,21,22	District Receipts	106,000	656,376	200,000	750,376	
<p>Variance based on the current interest income and projected for the remainder of the year and Medicaid receipts. Line item to be reviewed monthly and adjusted accordingly.</p>							
d.						-	
e.						-	
f.							

8 Revolving Fund Balances (Reports all negative balances)							
Account #	Fund Name	/Analysis	Revenues	YTD Exp./ Transfer	Projected Exp/Transfer	Variance	School Committee Action
a.						-	
b.						-	
c.						-	
d.						-	
e.						-	
f.						-	
g.						-	

TRURO & P'TOWN
 TUITION ENROLLMENT
 FY2023
 30-Apr-23

	BUDGET	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	VARIANCE
TRURO	74.00	80.00	74.00	74.00	73.00	72.00	71.00	72.00	72.00	-	-	(2.00)
PROVINCETOWN	23.00	20.00	23.00	23.00	23.00	23.00	22.00	23.00	23.00	-	-	-
TOTAL	97.00	100.00	97.00	97.00	96.00	95.00	93.00	95.00	95.00	-	-	(2.00)

NAUSET REGIONAL SCHOOL DISTRICT
 SCHOOL COMMITTEE MONTHLY FINANCIAL DASHBOARD

6. Comparison All Funds Summary With Prior Year

MONTH OF: 4/30/2023

Projected Excess & Deficiency Comparison for 6/30/2022	Mar-22	Mar-23	Apr-22	Apr-23
GF Unreserved Fund Balance - beg. of year	1,080,528	1,470,376	1,080,528	1,470,376
Appropriation Savings (Deficit)		(400,000)		(306,445)
Funding Source Savings (Deficit)	776,906	980,854	764,157	1,045,476
Other GF Accounts Savings (Deficit)	26,707	-	26,707	
Amounts voted for use*	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
DOR Bond Premium Reduction	(2,129)	(975)	(2,129)	(975)
Subtotal Projected E&D per books 6/30/2023	882,012	1,050,255	869,263	1,208,432
Other Fund Charges (list):				
RF Projected Deficits	(25,682)	(121,573)	(25,682)	
GF Projected Deficits	-	-	-	-
CPF Projected Deficits	-	-	-	-
Fiduciary Fund Deficits	-	-	-	-
<i>Supplemental Charter School Aid Receivable</i>				
Projected Certified E&D Balance 6/30/2023	856,330	928,682	843,581	1,208,432

NAUSET REGIONAL SCHOOL DISTRICT
 SCHOOL COMMITTEE MONTHLY FINANCIAL DASHBOARD

6. Comparison All Funds Summary With Prior Year

MONTH OF: 4/30/2023

Projected Excess & Deficiency Comparison for 6/30/2022	Sep-21	Sep-22	Oct-21	Oct-22	Nov-21	Nov-22	Dec-21	Dec-22	Jan-22	Jan-23	Feb-22	Feb-23
GF Unreserved Fund Balance - beg. of year	915,807	1,470,376	1,080,528	1,470,376	1,080,528	1,470,376	1,080,528	1,470,376	1,080,528	1,470,376	1,080,528	1,470,376
Appropriation Savings (Deficit)			-	-	-	-				(250,000)		(400,000)
Funding Source Savings (Deficit)	282,397	716,110	336,412	915,147	336,411	902,838	686,291	783,894	727,543	898,484	717,150	929,670
Other GF Accounts Savings (Deficit)	-	-	-	-	-	-						
Amounts voted for use*												
DOR Bond Premium Reduction												
Subtotal Projected E&D per books 6/30/2023	1,198,204	2,186,486	1,416,940	2,385,523	1,416,939	2,373,214	1,766,819	2,254,270	1,808,071	2,118,860	1,797,678	2,000,046
Other Fund Charges (list):												
RF Projected Deficits	(63,513)	(55,548)	(62,809)	(167,587)	(51,677)	-	(28,314)	-	(25,682)	(8,751)	(25,682)	
GF Projected Deficits	-	-	-	-	-	-	-	-	-	(6,867)	-	-
CPF Projected Deficits	-	-	-	-	-	-	-	-	-	-	-	-
Fiduciary Fund Deficits	-	-	-	-	-	-	-	-	-	-	-	-
<i>Supplemental Charter School Aid Receivable</i>												
Projected Certified E&D Balance 6/30/2023	1,134,691	2,130,938	1,354,131	2,217,936	1,365,262	2,373,214	1,738,505	2,254,270	1,782,389	2,103,242	1,771,996	2,000,046



Town of Brewster

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

Office of:
Select Board
Town Administrator

Policy no. 45
Date adopted: 12/16/13
Amended: 06/10/22

REMOTE PARTICIPATION POLICY

Minimum Requirements for Remote Participation

- (a) Members of a public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other;
- (b) A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c. 30A, sec 20(d);
- (c) Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 39, sec. 23D.

The All Citizens Access Committee shall be exempt from these provisions.

Since Brewster has adopted the provisions of 940 CMR 29.10(2), a member of a public body shall be permitted to participate remotely in a meeting, in accordance with the procedures described in 940 CMR 29.10(7), if the chair or, in the chair's absence, the person chairing the meeting, determines that the member's physical attendance would be unreasonably difficult. The chair shall be responsible for ensuring that a quorum is physically present at the meeting location. Members should not select a chair that regularly expects to participate remotely.

Frequency of Remote Participation

- (a) Individual members of any public body shall be permitted to participate remotely in meetings but must be physically present for at least 50% of meetings of that public body in a given fiscal year. Members of regulatory boards (Planning Zoning Board of Appeals, Board of Health, Conservation Commission, Historic District Committee, and Select Board) must be physically present for at least 75% of meetings of that public body in a given fiscal year.

- (b) The Town will strive to provide opportunities for both in-person and remote participation at Board and Committee meetings to the greatest extent practicable.
- (c) All board and committee meetings will be broadcast on BGTV Channel 18 and/or livestreamed on the Town website to the greatest extent practicable.

Technology

- (a) Remote participants shall use video conferencing media (ie. Zoom).
- (b) When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.
- (c) The chair or, in the chair's absence, the person chairing the meeting, may decide how to address technical difficulties that arise as a result of utilizing remote participation, but is encouraged, wherever possible, to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred shall be noted in the meeting minutes.

Procedures for Remote Participation

- (a) Any member of a public body who wishes to participate remotely shall, as soon as reasonably possible prior to a meeting, notify the chair or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.
- (b) At the start of the meeting, the chair shall announce the name of any member who will be participating remotely. This information shall also be recorded in the meeting minutes.
- (c) All votes taken during any meeting in which a member participates remotely shall be by roll call vote.
- (d) A member participating remotely may participate in an executive session, but shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.
- (e) When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall

be part of the official record of the meeting, and shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, sec. 22.

Approved by the Brewster Select Board on June 13, 2022

David Whitney

David Whitney, Chair

Kari A. Hoffmann

Kari Hoffmann, Clerk

Edward B Chatelain

Ned Chatelain, Vice Chair

Mary Chaffee

CA Bingham

Cindy Bingham

MEMORANDUM

TO: Brewster Select Board

CC: Peter Lombardi, Jay Packett

FROM: Anne O'Connell, Chair, Brewster Golf Commission

DATE: 4/18/23

RE: Policy #45 – Remote Participation

On behalf of the Brewster Golf Commission, I am requesting that the Select Board suspend a provision of their Remote Participation Policy.

On March 29th the State of Massachusetts extended, until 3/31/25, the suspension of certain provisions of the Open Meeting Law. This has resulted in a local policy that is less flexible than that of the State.

The provision in question is the current requirement that a quorum of commissioners be physically present at the public location. Prior to the pandemic, remote participation was awkward at best. One of the positives to come out of the pandemic is that technology now allows for smooth and efficient remote participation.

In an informal discussion on this issue, it was suggested that since members of the public are now allowed to attend meetings in person, it might be awkward if there were only 2-3 members of a board physically present and an agenda topic generated a large number of attendees. While I appreciate the point, I think that if, based on its meeting agenda, a board anticipated that such an event was likely to occur, all board members would make every effort to physically attend the meeting. In other words, I believe such potential situations can be ably managed by the individual boards.

Policy #45 states that

(b) The Town will strive to provide opportunities for both in-person and remote participation at Board and Committee meetings to the greatest extent practicable.

It is hard to reconcile that statement when the policy, in fact, is limiting remote participation even though permitted by the State. Town Boards and committees are made up of people who volunteer their time and efforts in matters important to the Town. Allowing for flexible participation, where permissible, is both appropriate and more likely to encourage continued resident service to Brewster.

In summary, we urge you to follow the State's lead and allow both virtual and physical attendance to define a quorum.

Memorandum of Agreement
Between

Town of Orleans through
Select Board
19 School Road
Orleans, MA 02653

and

Town of Brewster through
Select Board
2198 Main St.
Brewster, MA 02631

This Memorandum of Agreement is entered into this 10th day of May, 2023, by and between the Town of Orleans (hereinafter referred to as "Orleans") and the Town of Brewster (hereinafter referred to as "Brewster.")

WHEREAS, Orleans Council on Aging operates an adult supportive daycare program (hereinafter referred to as the "SDP"), which provides a safe, caring, person-centered environment for older adults in need of social engagement while providing respite for caregivers, and

WHEREAS, Orleans SDP has capacity to accept residents of Brewster into the Program, but the daily reimbursement rate of \$65 per non-resident participant that Orleans receives through a contract with Elder Services of Cape Cod or through private pay fees do not cover the full daily cost of \$95 per participant, and

WHEREAS, Brewster desires to provide SDP access for their residents and has offered to make a supplemental payment of \$30 per day for each Brewster participant to Orleans to cover the full cost of the SDP,

NOW THEREFORE, Orleans and Brewster enter into this Agreement.

RESPONSIBILITIES OF ORLEANS

- A) Provide adult supportive daycare program to Brewster participants that includes snacks, beverages, and lunch; fitness classes; discussions of current events; art and music programs; and activities which promote optimal social, emotional, and physical wellness.
- B) Provide potential participants with a free trial day to determine eligibility and ongoing assessments to monitor the well-being of all participants.
- C) Provide the Brewster Council on Aging with notification when a new Brewster participant has been cleared for attendance in the SDP, and when an existing Brewster participant is discharged from the SDP.
- D) Provide the Brewster Council on Aging with a monthly report of Brewster resident SDP participation.

RESPONSIBILITIES OF BREWSTER

- A) Coordination of SDP communication from Brewster will be through the Council on Aging.
- B) Process supplemental payments to the Orleans Council on Aging for Brewster participants on a monthly basis following receipt of the monthly report of SDP participation from Orleans.

DURATION

- A) This Memorandum of Agreement shall be effective from July 1, 2023, through June 30, 2024.
- B) Either Orleans or Brewster may terminate this Agreement by thirty (30) days written notice to the other party if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party.
- C) Orleans may terminate this Agreement at any time if Orleans' contract with Elder Services of Cape Cod is terminated.

AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

IN WITNESS WHEREOF, Orleans and Brewster execute this Agreement the ____ day of ____ in the year two thousand and twenty-three.

FOR TOWN OF ORLEANS



Chair, Select Board

5.10.23

Date

FOR TOWN OF BREWSTER

Chair, Select Board

Date



Town of Brewster

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

Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Intermunicipal Agreement with Truro for Net Metering Credits
DATE: May 19, 2023

Several years ago, the Town of Truro decided to purchase all the output from a commercial solar project that was producing more than Truro would need, because they were unsure at the time about decreasing state incentives for solar and they thought it would be easy to sell the excess. For various reasons, they have not yet sold any excess credits and have banked about \$400,000 in net metering credits to date. Going forward, they expect to generate about \$65,000 a year in excess credits.

This proposed arrangement, outlined in the enclosed intermunicipal agreement, would result in Brewster applying 20% of the value of these excess credits to cover our electric utility expenses – about \$80k in Year 1 and \$15k/year going forward. The balance of these energy credits would be applied to Truro. Our Energy Manager has verified that we have ample offtaker capacity to accept these credits. Should the Town identify a more favorable solar credit arrangement, we are not obligated to remain in this intermunicipal agreement. Brewster's Energy Committee unanimously supported this proposed arrangement last year.

**INTERMUNICIPAL AGREEMENT
TOWNS OF TRURO AND BREWSTER
TRANSFER OF NET METERING CREDITS**

This Intermunicipal Agreement is entered into this ____ day of _____, 2023, by and between the Towns of Truro and Brewster acting by and through their respective Select Boards.

RECITALS

WHEREAS, the Town of Truro (“Truro”) has entered into a power purchase agreement with Altus Power dba CA MA Solar, LLC for the purchase of net metering credits generated as a result of a solar power generating facility located in Canton, Massachusetts;

WHEREAS, the generating facility is producing more credits than Truro can use;

WHEREAS, the Town of Brewster (“Brewster”) has energy accounts that can be offset by Truro’s unused net metering credits;

WHEREAS, both parties have been authorized to enter into this Agreement by the votes of their respective Select Boards in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A; and

WHEREAS, the parties agree that it is in their mutual best interests for Truro to sell and Brewster to buy Truro’s unused net metering credits.

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Truro and Brewster hereto covenant and agree as follows:

AGREEMENT

1. Transfer of Net Metering Credits. Truro agrees to sell and Brewster agrees to purchase any excess net meter credits (“NMC”) received from Eversource subject to the terms of conditions set forth in this agreement.

2. Procedure for Transfer of NMCs. The Transfer of NMCs from Truro to Brewster shall be processed as follows:
- A. At the beginning of the contract, Truro will inform Brewster of the percentage of Truro's total NMCs available for purchase by Brewster ("Offered NMCs") as well as an estimate of the financial value of such NMCs. Brewster will, within 30 days of receipt of such information from Truro, inform Truro of the percentage of total NMCs it wishes to purchase ("Contracted NMCs"), which number will not exceed the Offered NMCs. Such Contracted NMCs shall then become the basis for the NMC allocation between the Parties. For avoidance of doubt, both Offered NMCs and Contracted NMCs are percentages between 0% and 100%, and the actual financial value of the NMCs will fluctuate from month to month with the performance of the solar generating station and the value of NMCs established by Eversource. Truro makes no representation with respect to the financial value of NMCs or the performance of the solar generating station.
 - B. Brewster shall also provide Truro with its Eversource account numbers and percentage allocations to each account. Truro will submit a Schedule Z to Eversource with Brewster's as well as Truro's NMC allocations.
 - C. From time to time as initiated by either Party, but no more frequently than once per calendar year, Truro may modify its Offered NMCs to Brewster, and Brewster may modify its Contracted NMCs from Truro, according to the procedure outlined in 2(A). The revised Contracted NMCs will become the new basis for NMC allocation only when implemented by Eversource. If Truro revises its Offered NMCs and has not received Brewster's revised Contracted NMCs within 30 days, Truro may unilaterally modify the

Contracted NMCs and adjust Brewster's electric account allocations prorata in a revised Schedule Z to Eversource.

D. Upon receipt of the energy credits specified on Brewster's Schedule Z, Brewster shall remit payment to Truro in an amount equal to eighty percent (80%) of the value of the credits received. For example, if Brewster receives \$1,000 in credits from Eversource, it will pay Truro the sum of \$800.00.

E. The Parties agree to exchange documentation as needed to confirm the transactions, including electric bills or other correspondence sent to or received from Eversource. Such documentation will be considered confidential and used only for the purpose of managing this contract.

3. No Obligation. The Parties acknowledge and agree that the transfer of NMC's for any given period is subject to availability, and Truro expressly reserves the right to use all of the NMCs allocated to it. The parties further acknowledge and agree that, for any given period, Truro may elect not to sell any NMC's to Brewster, in its sole discretion, for any reason or no reason at all; and Brewster may elect not to purchase all or any portion of the NMC's offered by Truro in any given period, in its sole discretion, for any reason or no reason at all. If either party chooses not to exercise its right of sale or purchase for a particular period, it shall not be deemed a waiver of its right to sell or purchase NMCs in subsequent periods.
4. Appropriation. Brewster's obligations to purchase NMCs from Truro shall be subject to appropriation.
5. Term. This Agreement shall commence on the date first written above and shall expire on May 31, 2037 unless sooner terminated as set forth herein.

6. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party; provided, however, that termination shall not take effect until all credit requests have been processed by Eversource, received by Brewster, and paid for by Brewster.
7. Entire Agreement. The parties understand and acknowledge that this Agreement and the documents attached hereto contain the entire agreement between them, and the terms of this Agreement are contractual and not a mere recital.
8. Authorization. The Parties further state that they have carefully read the foregoing Agreement and fully understand the contents thereof, and that the signatories hereto are duly authorized to sign this Agreement on behalf of the respective parties and that each signs and executes this Agreement as their free act and deed.
9. No Inducement. The Parties hereby acknowledge that no promise or inducement which is not herein expressed has been made and in executing this Agreement, the Parties do not rely upon any statement or representation made by any person, firm, or entity hereby released other than those set forth in this Agreement.
10. Amendments. This Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and none of the terms hereof may be waived, except by an instrument in writing of subsequent date hereof executed by all of the Parties.
11. No Third Party Beneficiaries. Notwithstanding anything to the contrary herein, there are no third party beneficiaries to this Agreement.
12. Severability. Each provision of this Agreement shall be considered separate and if, for any reason, any provision herein is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this

Agreement which are valid, except that if all or any part of the release of claims provided by a Party is deemed invalid, the Agreement shall be deemed invalid.

13. Succession. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and the respective heirs, legal representatives, successors and assigns of each.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising hereunder shall be brought solely in the courts of the Commonwealth of Massachusetts.

15. Counter Parts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The facsimile signature or signature sent electronically by .pdf or otherwise of any party to any counterpart shall constitute the signature of such party for all purposes.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first above written.

Brewster Select Board

Truro Select Board

**Net Metering Credit Purchase Agreement
Town of Truro, Massachusetts**

June 21, 2021 Proposal

The following is intended for discussion purposes only. Nothing contained in this document is binding in any way on the parties.

Seller	Town of Truro
Buyer	[to be determined]
Purchase and Sale	Seller will sell to Buyer a Buyer's Share of Seller's excess solar Net Metering Credits (NMCs). NMCs will be denominated in dollars not kilowatt-hours.
Designated Utility Accounts	Buyer shall provide to Seller the Designated Utility Accounts it wishes to be credited. Buyer may specify any number of accounts in Eversource's SEMA region.
Buyer's Share (percentage)	<p>Seller will specify the Maximum Buyer's Share, which can be adjusted from time to time by Seller.</p> <p>It is expected that Seller will set Maximum Buyer's Share at 70% or approximately \$120,000 per year for approximately four years, after which the Maximum Buyer's Share will be set to provide approximately \$50,000 per year.</p> <p>Buyer will specify its desired Buyer's Share at any percentage between zero percent and the Maximum Buyer's Share. Buyer can alter the Buyer's Share up to once per year.</p>
No Minimum Transaction	Seller guarantees no minimum transaction, because Seller's excess NMCs will be determined in part by Seller's own electricity use and by the solar output and performance of Seller's contracted solar system.
Term	The Term will expire May 2037 unless terminated earlier.
Termination	Either party can terminate the agreement without penalty with 90 days written notice, except that, if Eversource is delinquent in processing a Schedule Z filing, the termination will not be effective until the filed Schedule Z becomes effective.

Price	For the dollar value of NMCs received by Buyer from Seller, Buyer shall pay to Seller 80% of such value. For the avoidance of doubt, Buyer will pay Seller only for NMCs received.
Other Terms	Contract may include terms and conditions including, but not confined to payment terms; representations and warranties; confidentiality; events of default and remedies; governing law; and notice.



May 3, 2023

VIA ELECTRONIC CORRESPONDENCE (plombardi@brewster-ma.gov)

Town of Brewster
Peter Lombardi, Town Manager
2198 Main Street
Brewster, MA 02631

RE: Cape Cod Grow Lab, LLC
Clarification of Alternate Property Address
1399 Freemans Way a/k/a 95 Alexandra Avenue, Brewster, MA 02631

Dear Mr. Lombardi,

This firm represents Cape Cod Grow Lab, LLC ("CCGL") regarding the proposed cannabis establishment to be located at 1399 Freemans Way, Brewster, MA 02631 (the "Property"). The Property is owned by JAC Real Estate LLC, an affiliated company, which entered into a Lease Agreement with CCGL providing the legal right to use the Property. Please accept this correspondence on behalf of CCGL as an update regarding its final licensure and a clarification of the alternate property address as further detailed herein.

By way of background, CCGL and the Town of Brewster (the "Town") are parties to a Host Community Agreement (the "HCA") dated July 25, 2018, allowing for CCGL to locate a marijuana cultivator, product manufacturer, and transporter establishment (the "Proposed Use") at the Property. CCGL was granted a Special permit and Site Plan Review Decision #2018-23 on January 19, 2019, for which a modification was granted on December 11, 2019 (together the "Special Permit").

CCGL was approved for provisional licensure by the Cannabis Control Commission (the "CCC") on or about March 7, 2019, and received approval of its architectural review request on or about September 13, 2021. Upon completing the necessary construction and renovations at the Property and receiving a certificate of occupancy from the Town, CCGL will request its post-provisional license inspection with the goal of final licensure from the CCC on or about June 8, 2023.

The HCA and Special Permit both list the address of the Property as 1399 Freemans Way, Brewster, MA 02631. As you may be aware, as part of the substantial rehabilitation of the Property several parcels were merged and split pursuant to a subdivision plan and an alternate address of 95 Alexandra Avenue, Brewster, MA 02631 (the "Alternate Address") was assigned. See Assessing Record Attached hereto as Exhibit A noting the new address of 95 Alexandra Avenue which was formerly identified as 1399 Freemans Way. There have been no changes to the Proposed Use pursuant to the HCA and the Special Permit.

As CCGL moves towards final licensure and the build-out of the site, we want to ensure there is no confusion arising from the physical address of the Property. We respectfully request confirmation that the Town does not require any additional action on the part of CCGL regarding the physical address of the Property and CCGL can proceed with licensure under the address

PRINCE LOBEL TYE LLP
One International Place, Suite 3700, Boston, MA 02110
Office (617) 456-8000 Fax (617) 456-8100
www.princelobel.com

May 3, 2023

Page | 2

of 95 Alexandra Avenue. Upon confirmation by the Town, CCGL will also notify the CCC of the revised physical address of the Property. Should additional action be required on the part of CCGL, we are happy to discuss at your convenience. I can be reached directly at (857) 272-6226. On behalf of CCGL, we appreciate your consideration.

Sincerely,



Lesley Delaney Hawkins, Esq.

Lhawkins@princelobel.com

(857) 272-6226

Enclosure

cc:

Matthew Griffin, Cape Cod Grow Lab, LLC

PRINCE LOBEL TYE LLP

One International Place, Suite 3700, Boston, MA 02110

iManageDB1\111930\000000\4439816.v1-4/27/23 (617) 456-8000

Key: 8101

Town of BREWSTER - Fiscal Year 2023

9/22/2022 2:56 pm SEQ #: 8,330

LEGALLAND

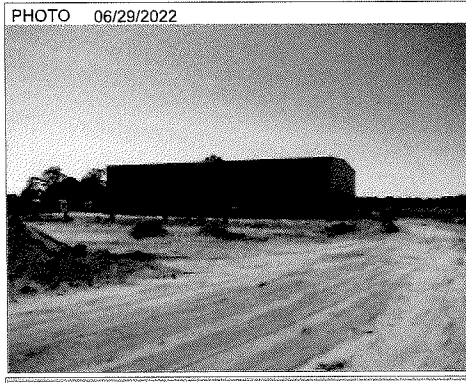
CURRENT OWNER		PARCEL ID		LOCATION	
BURNING GRINDER LLC 59 COMMERCE PARK ROAD BREWSTER, MA 02631		131-7-0		95 ALEXANDRA AVENUE	
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)
BURNING GRINDER LLC		04/24/2019	G	350,000	31972-110
BURNING GRINDER LLC		03/21/2017	B	100	30363-191
DIAS CHRISTOPHER		01/23/2017	H	5,000	30252-327

CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD		
4000	100	MANUFACT BLDG			1	1 of 1		
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
616	07/08/2021	1	NEW CONSTRUC	3,100,000	06/29/2022	PJK	50	90
396	04/15/2021	1	NEW CONSTRUC	114,600	06/29/2022	PJK	100	100
2021-33	09/10/2019	13	SPLIT/SUB/LA		08/04/2020	JMG	100	100
2020-23	05/24/2018	13	SPLIT/SUB/LA		08/01/2019	JMG	100	100
727	12/05/2005	7	ALTERATIONS	2,200	07/27/2006	RJM	100	100

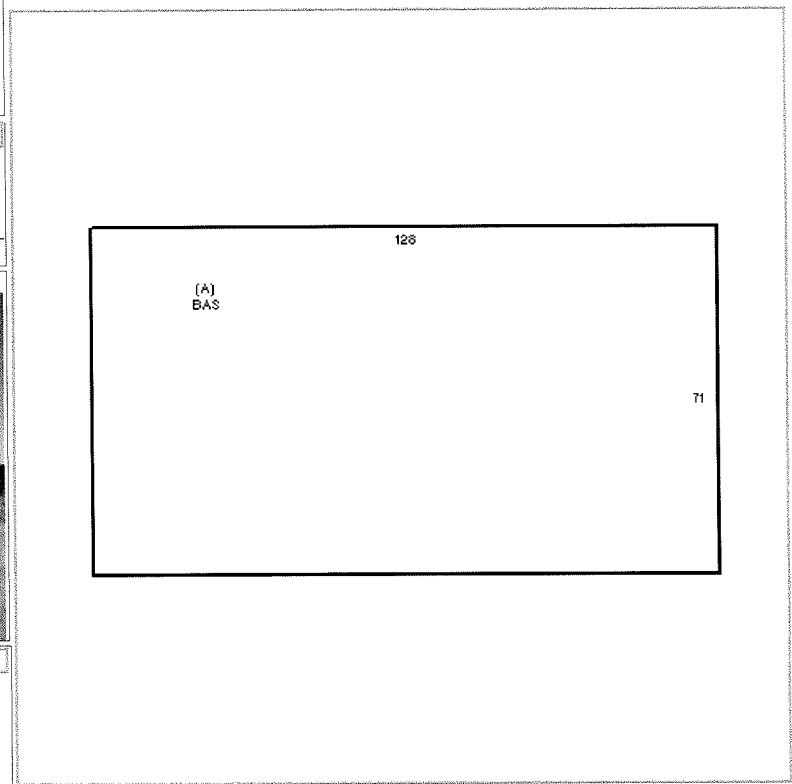
CD	T	AC/SF/UN	Nbhd	St Ind	Infl	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE					
103	S	40,000	CIM	1.00	35	1.00	A	1.00	240,800	1.00	A	1.00	C01	0.80			221,120
303	A	2,339	CIM	1.00	35	1.00	A	1.00	10,640	1.00	A	1.00	C01	0.80			24,890

TOTAL	3.257 Acres		ZONING	I	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd	CIM	N		FY22 #95 ALEXANDRA AVE per FD 3/31/21; FY21 Lot 1			LAND	246,000	214,200
St Ind	INDUSTRIAL	O		of Subdivision per Plan Bk 685 Pg 91; Formerly 1399			BUILDING	1,129,300	0
Infl	AVERAGE	T		Freemans Way; FY2020 merge with portions of 131-2,			DETACHED	0	0
		E		131-8 & 143-7 to remain 131-7 per Plan Bk 678 Pg 26			OTHER	0	0
							TOTAL	1,375,300	214,200

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BLDG COMMENTS



DETACHED

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	6/29/2022	PJK
MODEL	5		CIM	LIST	6/29/2022	EST
STYLE	66	3.50	CANNIBIS LAB [100%]	REVIEW	7/11/2022	PJK
QUALITY	A	1.00	AVG [100%]			
FRAME	4	0.98	METAL [100%]			

YEAR BLT	2021	SIZE ADJ	0.887	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
NET AREA	9,088	DETAIL ADJ	3.599	FOUNDATION	4	FLR & WALL	1.00	A	BAS	L	BASE AREA	9,088	2021	248.52	2,258,578
\$NLA(RCN)	\$249	OVERALL	1.015	EXT. COVER	19	PREFAB METAL	1.00								
				ROOF SHAPE	1	GABLE	1.00								
				ROOF COVER	10	METAL	1.00								
				FLOOR COVER	9	CONCRETE	0.95								
				INT. FINISH	6	MINIMUM	0.95								
				HEATING/COOL	1	FORCED AIR	1.00								
				FUEL SOURCE	2	GAS	1.00								

TOTAL RCN	2,258,578
CONDITION ELEM	CD
EXTERIOR	A
INTERIOR	A
EFF.YR/AGE	2021 / 0
COND	0 0 %
FUNC	50 uc
ECON	0
DEPR	50 % GD 50
RCNLD	\$1,129,300

**FIRST AMENDMENT TO THE HOST COMMUNITY AGREEMENT
BETWEEN THE TOWN OF BREWSTER AND
CAPE COD GROW LAB LLC**

This First Amendment to Host Community Agreement (the “Amendment”) is entered into this ___ day of _____, 2023 by and between and between the Town of Brewster, a Massachusetts municipal corporation with a principal address of 2198 Main Street, Brewster, Massachusetts (the “Town”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein, and the Cape Cod Grow Lab (“CCGL”), a Massachusetts limited liability company (LLC), and any successor in interest, with a principal office address of 59 Commerce Park Road, Brewster, Massachusetts (the “Company”) (the Town and Company, collectively, the “Parties” and each a “Party”).

RECITALS

WHEREAS, the Town and the Company entered into a Host Community Agreement on or about March 13, 2018 (the “HCA”), with respect to the Company’s use of land known as at 1399 Freemans Way, Brewster, MA, Assessors Map 131 Parcel 0007 (the “Property”), as a Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter Establishment for the cultivation, product manufacturing (including transportation), commercial production and distribution of marijuana for adult use (the “Facility”), as more fully set forth in the HCA;

WHEREAS, the Property was subdivided by its owner and a new address of 95 Alexandra Avenue, Brewster, MA 02631 was assigned to the portion of the Property where the Facility was proposed to be located; and

WHEREAS, the Parties seek to resolve any confusion or ambiguities regarding the location of the Facility.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.
2. The language “1399 Freemans Way, Brewster, MA, Assessors Map 131 Parcel 0007” in the second paragraph of the recitals in the HCA shall be amended to “95 Alexandra Avenue, Brewster, MA, Assessors Map 131 Parcel 0007.”
3. Any and all references to the term “Property” in the HCA shall refer to 95 Alexandra Avenue, Brewster, MA 02631.
4. Capitalized terms used herein, but not otherwise defined, shall have the meanings set forth in the HCA.

5. Except as expressly set forth in this Amendment, the HCA otherwise remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Any reference in the HCA to the HCA shall be deemed to also refer to this Amendment.
6. In the event of any inconsistencies between the HCA and this Amendment, the terms of this Amendment shall take precedence.
7. This Amendment may be signed in any number of counterparts, each of which is an original, and all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing one or more counterparts.
8. Each Party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.
9. Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he or she signs.
10. Facsimile and electronic signatures affixed to this Amendment shall have the same weight and authority as an original signature.
11. This Amendment shall be effective as of May 22, 2023.

IN WITNESS THEREOF, the Town and the Company have executed this Amendment on the day and year first written above.

TOWN OF BREWSTER

CAPE COD GROW LAB, LLC

David Whitney,
Chairman of the Board of Selectmen

Chris Dias
Managing Member

On behalf of the Town of Brewster as
authorized by vote on _____.

Artak Sahakyan,
Managing Member

**TOWN OF BREWSTER AND
CAPE COD GROW LAB**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this 25 day of July, 2018 by and between CAPE COD GROW LAB (“CCGL”), a Massachusetts limited liability company (LLC), and any successor in interest, with a principal office address of 1399 Freemans Way, Brewster MA (the “Company”), and the TOWN OF BREWSTER, a Massachusetts municipal corporation with a principal address of 2198 Main Street, Brewster, MA 02631 (the “Town”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a 8,960 square foot Marijuana Cultivator, a 950 square foot Marijuana Product Manufacturer and Marijuana Transporter Establishment for the cultivation, product manufacturing (including transportation), commercial production and distribution of marijuana for adult use (the “Facility”) at 1399 Freemans Way, Brewster, MA, Assessors Map 131 Parcel 0007 in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Facility, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy

and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the wholesale value of marketable product produced by the cultivation and product manufacturing operations at the Facility which are not sold directly to consumers on-site, but are distributed to other off-site marijuana establishments. Wholesale Value shall be determined by arms-length wholesale sales made by the Facility during the year and shall include all marijuana, marijuana infused products, paraphernalia and any other products produced and sold by the Facility.
2. The Annual Community Impact Fee shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the Facility is in operation. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the Cannabis Control Commission. The Annual Community Impact Fee shall continue for a period of five (5) years. At the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Annual Community Benefit Payments

In addition to the Annual Community Impact Fee, the Company shall additionally pay an Annual Community Benefit Payment in accordance with the following:

1. Annual Community Benefit Payments: For as long as the Facility is in operation, the Company shall pay to the Town the annual sum of \$25,000. Provided, further that the Annual Community Benefit Payment shall be paid within 30-days of the end of each 12 months after the opening date of the Facility.
2. The parties hereby recognize and agree that the Annual Community Benefit Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility that may be required in addition to the Planning Board's review under the Bylaw, for which reimbursement will be required pursuant to G.L. c.44 §53G. Any additional legal costs associated with facilities consulting and permitting shall derive from the \$5,000 legal fee contribution previously paid by the Company to the Town in conjunction with the negotiation of this Agreement. Provided, however, that if legal fees exceed the \$5,000 contribution, additional funds may be required under this provision.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town, or a regional non-profit organization that directly benefits residents of the Town, in an amount no less than \$15,000, said charities/non-profit organizations to be determined by the Company with the approval of the Board of Selectmen in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of sales at the Facility, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Finance Director and Town Administrator no later than July 31 of each calendar year with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town, to have its financial records examined, copied, and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The

Company's annual report to the Board of Selectmen shall include information concerning the number of Brewster residents employed at the Facility.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility. Said written policies and procedures,

as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

B. Retained Authority of the Municipality

This agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

C. Annual Reporting

The Company shall file an annual report with the Board of Selectmen in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report.

D. Odor Control Obligations

The Company agrees to employ best available control technology for management of odors from the Facility and agrees to contain all odors onsite such that no odor from the cultivation, processing, or manufacturing of marijuana or marijuana products shall be detectable outside the facility from any abutting property.

E. Renewable Energy Requirements

The Company agrees to provide a long-term plan for incorporating renewable energy technology in its Facility, including but not limited to solar power generation, for purposes of reducing the electrical demand required for the operation of the Facility. The long-term plan shall provide that at least 50% of the Facilities energy be supplied by renewable energy technology within the next 5 years.

F. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspections by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

G. Limitations on Other Uses

The Company agrees that it will not engage in retail sales directly to consumers, delivery to consumers or on-site social consumption absent approval from the Board of Selectmen.

H. Improvements to the Property

The Company shall make capital improvements to the property such that the property will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

8. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a Marijuana Cultivator, Marijuana Product Manufacturer or Marijuana Transporter, either individually or as co-located uses, with another municipality located on Cape Cod, Nantucket and/or Martha’s Vineyard with a census population of less than 20,000 that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality. The re-negotiation of the Host Community Agreement under this provision would not preclude the Company from operating during the negotiation of the successor agreement, provided the Company is in full compliance with all other terms of this Agreement.

9. Municipal Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company’s application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town’s

normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

11. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

12. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To: Town Administrator
Town of Brewster
2198 Main Street, Brewster, MA 02631

To Licensee: Cape Cod Grow Lab, LLC
59 Commerce Park Rd.
Brewster, MA 02631

13. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Amendments/Waiver:

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

17. Headings:

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

18. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

20. No Joint Venture:

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

21. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

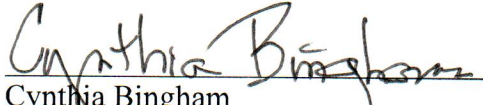
23. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

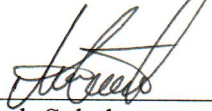
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF BREWSTER

CAPE COD GROW LAB, LLC


Cynthia Bingham
Chairman of the Board of Selectmen
On behalf of the Town of Brewster

Chris Dias
Managing Member



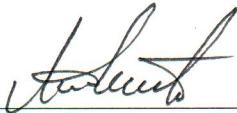
Artak Sahakyan,
Managing Member

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Antak Sahakyan, (*insert name*) certify as an authorized representative of Cape Cod Grow Lab (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Brewster (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 25 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, CYNTHIA BINGHAM, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF BREWSTER (*insert name of host community*) to certify that the applicant and TOWN OF BREWSTER (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 25 2018 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



Town of Brewster

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

Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Updated American Rescue Plan Act Funds Spending Plan
DATE: May 19, 2023

Last spring, the Select Board approved an expenditure plan for Brewster's direct allocation of \$1.023M in American Rescue Plan Act funds that included:

- \$275k for one-time premium pay for eligible public sector front-line employees (see details in accompanying memo)
- \$150k for public health expenditures related to the pandemic, including partial funding for new part-time public health nurse (FY23-24)
- \$150k for resident beach access at the Sea Camps Bay property (design, permitting, construction, and operations)
- \$250k for site remediation at the Sea Camps based on Phase II report findings
- \$125k for Long Pond boat ramp
- \$25k for Crosby Property Revolving Fund revenue loss
- \$25k for partial funding of new seasonal Natural Resource positions (FY23-24)

These proposed expenditures totaled \$1M.

Last summer, the Board approved \$5k for supplemental audit services needed to comply with reporting requirements due to the Town's receipt of more than \$750k in federal funding in FY22. They also approved \$10k for Building & Health Department personnel expenses related to the launch of our new electronic permitting platform.

Last fall, the Board approved up to \$30k in ARPA funding for additional consulting services related to the Wing Island project and a proportionate decrease in funds allocated for site remediation on the Sea Camps property.

As part of the FY24 Town operating budget presentation, we highlighted plans to partner with Eastham in sharing an economic development position who would assist with Sea Camps planning/outreach and other priority initiatives. We projected using up to \$35k in ARPA funds for this purpose. While the details of this partnership have not yet been finalized, we remain interested in exploring the possibility of adding staff capacity in these areas.

At this point, we are proposing an updated spending plan that also accounts for the \$496k in ARPA funds that will be allocated to Brewster from Barnstable County. Based on amendments to County procedures approved last fall, these funds can be expended for any lawful public purpose, consistent with the US Treasury's Final Rule.

In summary, we recommend the following updated expenditure plan (see attached for details):

- \$273k for one-time premium pay for eligible public sector employees
- \$75k for public health expenditures related to the pandemic
- \$275k for resident beach access at the Sea Camps Bay property
- \$400k for site remediation at the Sea Camps, including testing, design, project oversight, and reporting
- \$300k for Long Pond boat ramp
- \$35k for Crosby Property Revolving Fund revenue loss
- \$25k for partial funding of new seasonal Natural Resource positions
- \$5k for FY22 single audit
- \$1500 for Building & Health Dept OT
- \$10k for Wing Island consulting services
- \$35k for supplemental Sea Camps planning support

These proposed expenditures total \$1.5+M, leaving approximately \$84k in ARPA funds not yet accounted for. The Long Pond boat ramp project is under contract and is expected to begin in September. The Sea Camps remediation work will go out to bid this summer and is also expected to be done this fall. Once those two projects are complete, we will provide an update to the Board on our plan for the remaining balance of available funds. We have until December 2024 to allocate these funds.

ARPA Reconciliation:
as of 05.23

	<u>Premium Pay</u>	<u>Public Health</u>	<u>First Light Beach Access</u>	<u>CCSC Site Remediation</u>	<u>Long Pond Boat Ramp</u>	<u>Crosby Revenue Loss</u>	<u>DNR Positions</u>	<u>Single Audit</u>	<u>Building & Health OT</u>	<u>Wing Island</u>	<u>Sea Camps Planning</u>	<u>Totals</u>
Budget Expenses	275,000.00	150,000.00	150,000.00	250,000.00	125,000.00	25,000.00	25,000.00	5,000.00	10,000.00	30,000.00	-	1,045,000.00
Budget Adjustments	<u>(1,505.50)</u>	<u>(75,000.00)</u>	<u>125,000.00</u>	<u>150,000.00</u>	<u>175,000.00</u>	<u>9,851.94</u>	-	-	<u>(8,541.67)</u>	<u>(20,000.00)</u>	<u>35,000.00</u>	389,804.77
Revised Budget 05.23	273,494.50	75,000.00	275,000.00	400,000.00	300,000.00	34,851.94	25,000.00	5,000.00	1,458.33	10,000.00	35,000.00	1,434,804.77
Expenses- Actual to Date	39,128.75	179,836.86	18,358.99	-	4,832.29	-	5,000.00	-	-	-	-	247,156.89
Wages -Actual to Date	<u>273,494.50</u>	<u>407.64</u>	<u>34,291.81</u>	-	-	<u>30,019.65</u>	-	-	<u>1,458.33</u>	-	-	339,671.93
Remaining Balance	-	35,463.61	60,871.33	381,641.01	300,000.00	-	25,000.00	-	-	10,000.00	35,000.00	847,975.95

*\$300k in prior year Free Cash appropriations

Revenues	
Direct ARPA	\$ 1,023,135.12
County ARPA	<u>\$ 495,633.11</u>
Total ARPA	\$ 1,518,768.23
Net Remaining ARPA	\$ 83,963.46



Town of Brewster

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

Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Proposed American Rescue Act Funds Spending Plan
DATE: April 20, 2022

Following up on our earlier discussions regarding expenditure of Brewster's American Rescue Plan Act funds, we are proposing the following spending plan for the \$1.023M directly allocated to the Town in 2021:

- \$275k for one-time premium pay for eligible public sector front-line employees (see details in accompanying memo)
- \$150k for public health expenditures related to the pandemic, including partial funding for new part-time public health nurse (FY23-24)
- \$150k for resident beach access at the Sea Camps Bay property (design, permitting, construction, and operations)
- \$250k for site remediation at the Sea Camps based on Phase II report findings
- \$125k for Long Pond boat ramp
- \$25k for Crosby Property Revolving Fund revenue loss
- \$25k for partial funding of new seasonal Natural Resource positions (FY23-24)

These proposed expenditures total \$1M. We will revisit the \$20+k remaining balance as these projects near completion. As a reminder, the US Treasury Final Rule issued in January 2022 greatly expanded the allowable use of these funds to offset revenue losses up to \$10M for "any service traditionally provided by government".

In addition, Barnstable County received \$41.3M in ARPA funds. On a per capita basis, Brewster's share of those funds is \$1.9M. Following their outreach campaign this winter, the County appears poised to convey \$10M to the Towns in the near future. We expect to receive approximately \$450k from this initial County disbursement. We are proposing to allocate all of those funds for Phase I Drummer Boy Park improvements, currently estimated to cost \$750k. This work is being coordinated with the planned Wing Island elevated boardwalk project and these funds will provide critical financial support to help move this phase of the project forward on schedule in 2023. There is no timetable for decisions regarding future allocation of the remaining balance. If Brewster were to be awarded any supplemental funds through the County, we will provide additional recommendations at that time.



Town of Brewster

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Fax: (508) 896-8089

Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: COVID Premium Pay for Town Employees
DATE: April 20, 2022

For Brewster's \$1+M allocation of ARPA funds, we are proposing an appropriation up to \$275,000 for premium pay for essential Town workers, consistent with US Treasury guidance. In recognition of their service to the community and the inherent risk that such work imposed on certain Town employees, we are proposing one-time premium pay on a tiered basis intended to reflect their potential COVID exposure in the workplace as follows:

- \$3,000 for Fire/EMS personnel
- \$2,500 for Police Officers
- \$2,000 for Health Department, Inspectional Services (Building Department), and Fire Administrative personnel
- \$1,750 for Police Administrative personnel and Dispatchers
- \$1,500 for Department of Public Works, Water Department, and Facilities personnel
- \$1,000 for Administrative (including Town Hall), Recreation, Council on Aging, Library, Natural Resources, & Golf personnel

Payments will be pro-rated for employees based on the extent to which they worked in-person and their facilities were open to the public at least 50% of each month from April 2020 through May 2021 - the 14 months during which the Commonwealth of Massachusetts was fully operating under a state of emergency. A number of other MA municipalities have adopted a similar methodology in allocating ARPA premium pay to Town employees.

This amount also includes separate, one-time funding for several Department Heads whose workload and responsibilities during the pandemic were greatly expanded and whose contributions to the organization during this period were above and beyond all expectations. It is important to note that Brewster school staff received one-time payments from the district in 2021 in recognition of their service during the pandemic.



Town of Brewster

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Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Update to American Rescue Act Funds Spending Plan
DATE: July 8, 2022

The Select Board approved our proposed ARPA spending plan in April accounting for \$1M of our \$1.023M allocation. We are proposing to use the remaining balance of these funds as follows:

- \$5k for FY21 single audit as required for all communities that spend more than \$750k in federal funds in any given fiscal year (unbudgeted for FY22 since we did not anticipate CARES, ARPA, etc)
- \$10k for Building & Health Dept overtime expenses related to launch of electronic permitting this summer (Select Board FY22-23 Strategic Plan Goal LE-1)

The Town received our 2nd (and final) tranche of \$511k from the US Treasury earlier this week. At the end of FY23 Q1, we will provide an update on actual expenditures for all ARPA funded projects and will adjust our plan going forward accordingly.

We still plan to seek County approvals to use our initial \$495k ARPA allocation from Barnstable County to help cover one-time expenses associated with Phase I implementation of the Drummer Boy Park Master Plan project. We are working with our engineering team to develop preliminary design plans for both the Wing Island boardwalk and stormwater, parking, and pedestrian access improvements at Drummer Boy identified in the Master Plan update that was approved by Town Meeting last fall.



Town of Brewster

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Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Proposed Allocation of ARPA Funds for Supplemental Services Related to Wing Island Boardwalk Project
DATE: October 14, 2022

Following the Board's feedback at your September 26, 2022 meeting, Horsley Witten has developed a revised scope of work to complete the supplemental tasks outlined by the Board relative to next steps on the proposed Wing Island Boardwalk project – see enclosed for details. As discussed, this additional work will include further consideration of potential ecological impacts on the island relative to their carrying capacity analysis as well as development of visual renderings of the boardwalk as currently conceived (Concepts 1 & 2). The estimated cost of this work is \$15k.

In parallel with this work, we are seeking to partner with another organization, such as The Trustees of Reservations or The Nature Conservancy, to help review and update the Town's existing ecological assessment and management plan for the island within the context of potential impacts of the proposed access improvements – the enclosed documents were developed 10+ years ago. We don't yet have a cost estimate for this work but expect it will be less than \$15k. At this time, we are seeking Board approval of allocating up to \$30k of Town ARPA funds for this collective work.

If approved, we would proportionately decrease our allocation of these funds for site remediation on the former Sea Camps bay property to \$220k. We will have a better handle on those estimated project costs once we complete additional soil analysis this fall.

For Your Information (FYIs)

1. Cape Cod Commission Housing Survey
2. Ocean Sanctuaries Act Prohibition of Pilgrim Wastewater Discharge into Cape Cod Bay
3. Health and Human Services Reports
 - a. Lower Cape Outreach Fuel Grant
 - b. Nauset Youth Alliance
4. Vision Planning Committee Recommendation- Fran Schofield
5. PRIM Board Quarterly Updated- First quarter 2023
6. Memorial Day Flyer



Housing Cape Cod

THE REGIONAL STRATEGY



CAPE COD
COMMISSION

Increased housing types and options are needed on the Cape.

Help us think about future housing development and redevelopment.

Take this 10-minute survey, your voice is important!

[www.capecodcommission.org/
HousingSurvey](http://www.capecodcommission.org/HousingSurvey)



Where do you envision housing in your community?



www.capecodcommission.org/housing



April 27, 2023

Andrew Gottlieb
Executive Director

RE: Ocean Sanctuaries Act Prohibition of Pilgrim Wastewater Discharge into Cape Cod Bay

BOARD OF DIRECTORS

Eliza McClennen
President

Dear Local Leader:

Steven Koppel
Vice President

The Association to Preserve Cape Cod recently presented a detailed legal analysis to the administration of Governor Maura Healey explaining that the proposed discharge of wastewater from the Pilgrim Nuclear Power Station into Cape Cod Bay by Holtec International is illegal under the Massachusetts Ocean Sanctuaries Act (OSA) and, based on state law, the Commonwealth must deny Holtec's proposal. To provide further incentive for the Healey administration to act swiftly on this matter, I am writing to respectfully request that your town submit its own letter in support of APCC's position.

Bob Ciolek
Treasurer

Jack Looney
Clerk

John Cumbler

Margo Fenn

Joshua Goldberg

DeeDee Holt

Thomas Huettner

Pat Hughes

Elysse Magnotto-Cleary

APCC's letter, drafted by our legal representatives at Sugarman, Rogers, Barshak & Cohen, P.C., requested that the Office of Coastal Zone Management (CZM), which is charged with oversight of the OSA, officially notify Holtec that it is prohibited under the act to discharge radioactive waste or any other pollutants from Pilgrim into Cape Cod Bay. APCC further requested CZM to advise the Massachusetts Department of Environmental Protection that issuance to Holtec of any state permit, authorization, or approval for a discharge would be inconsistent with the OSA.

Blue Magruder

Stephen Mealy

Wendy Northcross

Kris Ramsay

Robert Summersgill

Charles Sumner

Taryn Wilson

The OSA explicitly prohibits the discharge of pollutants into a designated Ocean Sanctuary, except for a specific exemption that allows for "the operation and maintenance of **existing** municipal, commercial or industrial facilities and discharges where such discharges or facilities have been approved and licensed by appropriate federal and state agencies." It is the position of APCC and our legal representatives that Holtec's proposed discharge cannot be considered an "existing discharge" as defined by the statute because it was not preexisting when the Cape Cod Bay Ocean Sanctuary was created in 1971. The water currently proposed to be discharged is related to the decommissioning process that is presently occurring, and which began after Pilgrim ceased its operations. Consequently, the proposed new discharge cannot be considered "operation and maintenance" of an active power generation facility and therefore must be viewed as a new industrial discharge. According to the

OSA, a new discharge cannot be authorized by any state agency, regardless of any independent policies of the federal Nuclear Regulatory Commission. The only legal option available to the Commonwealth is to deny the discharge permit application that Holtec is pursuing.

APCC requests that your town submit a letter to Energy and Environmental Affairs Secretary Rebecca Tepper and Office of Coastal Zone Management Director Lisa Berry Engler that calls on CZM and the Executive Office of Energy and Environmental Affairs to stop Holtec's proposed wastewater discharge into Cape Cod Bay through the authority those state agencies possess under the Ocean Sanctuaries Act.

For your convenience, copied below is a sample letter for reference. If you have any questions or would like to discuss this request further, please do not hesitate to email me at agottlieb@apcc.org or call me at 617-797-3302.

Thank you very much for your consideration of this important issue for your community and for Cape Cod.

Sincerely,



Andrew Gottlieb
Executive Director

(Sample Letter Below)

Sample Letter

Rebecca Tepper, Secretary
Executive Office of Energy and
Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114
rebecca.tepper@state.ma.us

Lisa Berry Engler, Director
Office of Coastal Zone Management
100 Cambridge Street, Suite 900
Boston, MA 02114
lisa.engler@state.ma.us

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

Dear Secretary Tepper and Director Engler:

The (town body) voted on (date) to go on record in support of the Association to Preserve Cape Cod's legal analysis that the Commonwealth's Ocean Sanctuaries Act (OSA) prohibits Holtec International's planned new discharge of decommissioning process wastewater from the Pilgrim Nuclear Power Station into Cape Cod Bay.

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

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

Thank you for your consideration of this request.

Sincerely,

(Name of Town Body)

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

February 14, 2023

Rebecca Tepper, Secretary
Executive Office of Energy and
Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114
rebecca.tepper@state.ma.us

Lisa Berry Engler, Director
Office of Coastal Zone Management
100 Cambridge Street, Suite 900
Boston, MA 02114
lisa.engler@state.ma.us

Re: *The Ocean Sanctuaries Act's Prohibition of a Planned New Industrial Discharge of Radioactive Waste From the Decommissioned Pilgrim Nuclear Power Station Into the Cape Cod Bay Ocean Sanctuary*

Dear Secretary Tepper and Director Engler:

On behalf of the Association to Preserve Cape Cod ("APCC"), we write to request that the Office of Coastal Zone Management ("CZM") in particular, and the Executive Office of Energy and Environmental Affairs ("EEA") in general, exercise the full authority entrusted to your offices under the Commonwealth's Ocean Sanctuaries Act, G.L. c. 132A, §§ 12A-18 ("OSA"), to stop the proposed discharge of an estimated 1.1 million gallons of radioactive waste from the decommissioned Pilgrim Nuclear Power Station ("PNPS") into the Cape Cod Bay Ocean Sanctuary. The OSA entrusts ocean sanctuaries to CZM's "care, oversight, and control." G.L. c. 132A, § 14.

We have three specific requests, as follows:

1. We ask that CZM issue a letter informing Holtec Pilgrim, LLC and Holtec Decommissioning International, LLC (collectively, "Holtec"), as the owner and operator of PNPS, that the OSA prohibits the planned discharge of radioactive waste from PNPS's decommissioning activities into Cape Cod Bay.
2. We ask that CZM advise the Massachusetts Department of Environmental Protection ("MassDEP") that its issuance of any state permit, authorization, or approval of any kind for such a discharge would not be consistent with the OSA. In particular, we ask CZM to notify MassDEP that Holtec's proposed discharge is not eligible for a new or modified Massachusetts Surface Water Discharge Permit, or for a new or modified state Water Quality Certification, which Holtec has announced it will seek in the near future.
3. We ask for an opportunity, at your earliest convenience and before mid-March in any event, to meet with you, and any others whom you may wish to include, to discuss the

Sugarman, Rogers, Barshak & Cohen, P.C.

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 2

various state actions that may be appropriate to ensure that Holtec will not discharge its facility decommissioning process waste into a protected ocean sanctuary.

As discussed in further detail below, Holtec has announced its intention to discharge spent fuel pool water and other radioactive waste into Cape Cod Bay as part of the expedited decommissioning, dismantlement, and demolition of PNPS. This would not be an “existing discharge” authorized as of 1971, when the Cape Cod Bay Ocean Sanctuary was created. Nor would this be a discharge associated with the “operation and maintenance” of the coolant system or any other activity, use or facility associated the generation, transmission, and distribution of electricity from an active power generation facility. To the contrary, the radioactive water in question has been generated during decommissioning activities, after PNPS ceased all power-generation operations as of June 1, 2019. A discharge to the Cape Cod Bay Ocean Sanctuary from the decommissioned PNPS would be a *new* industrial discharge, which cannot be authorized by any agency of the Commonwealth consistent with the OSA.

The OSA expressly prohibits any new industrial discharges into protected ocean sanctuaries, with certain narrow exceptions, none of which are applicable to Holtec’s proposed discharge from PNPS of water associated with decommissioning activities. Moreover, the discharge of PNPS’s radioactive waste into Cape Cod Bay is entirely unnecessary. Holtec acknowledges that it has other options to dispose of the radioactive waste that do not violate the OSA, and these options do not involve conducting a decades-long experiment with the unique environment of Cape Cod Bay, the ultimate outcome of which will only be learned long after Holtec has left. To be sure, these other options may involve their own risks and benefits, and additional expense; but that is what Holtec voluntarily assumed when it chose to acquire PNPS – not to operate for the purpose of producing electrical power – but solely for the purpose of profiting from decommissioning the plant.

Cape Cod Bay is a precious resource. Critical natural resources include shellfish beds, commercial and recreational fisheries, wildlife that includes rare, threatened, and endangered species, including the North Atlantic Right Whale, sea turtles, and Atlantic Sturgeon, and miles of coastal habitat including coastal beaches, bays, estuaries and salt marshes. Four state-recognized Areas of Critical Environmental Concern are on or within Cape Code Bay. Holtec acknowledges that it cannot treat the discharge so as to fully remove all radionuclides from the water, even if it meets standards required by Nuclear Regulatory Commission guidelines.

The critical point is this: to conclude that Holtec’s proposed discharge is prohibited, **CZM is not required to find that it would harm, or pose a risk of harm, to human health or the environment, or that it would significantly alter the environment of Cape Cod Bay. The judgment that new industrial discharges pose unacceptable risks was already made by the Legislature, in establishing the Cape Cod Bay Ocean Sanctuary and broadly prohibiting any new discharge of industrial waste** (subject to a few narrow exceptions that do not apply here). No additional findings by CZM are needed or warranted; CZM need only ensure that the existing legislative prohibition is respected.

As an ocean sanctuary vital to the ecological and economic health of the Commonwealth, the Legislature has determined that Cape Cod Bay deserves an extraordinarily high level of public protection. CZM is the agency the Legislature has charged with providing that protection without a requirement that the

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 3

agency first find that a risk of harm is present. While we know CZM has a deep knowledge of the OSA and its legislative history, we think it's helpful to recap the essential legal context, to fully appreciate the Legislature's intention.

1. The History Of The Ocean Sanctuaries Act

1970: As a response to the threat of oil and gas exploitation, Massachusetts' first ocean sanctuary, the Cape Cod Ocean Sanctuary, was created in 1970 and signed into law as an emergency measure to "protect the unique scenic and natural resources of the outer Cape by preventing careless exploitation of the seabed." See Chapter 542 of the Acts of 1970. This act also established an initial list of prohibited activities in an ocean sanctuary. These included –

the building of any structure on the seabed or under the subsoil; the removal of any sand, gravel or other minerals, except as hereinafter provided; drilling for subsoil minerals, gases or oils; commercial advertising; **or the dumping of any commercial or industrial wastes**

(Emphasis supplied.) It also provided for allowed activities – for example the laying of cables, sand and gravel extraction for beach restoration purposes, and fish and shellfish harvest – provided these activities had the necessary agency approvals. The Legislature initially placed this first ocean sanctuary under the "care and control" of the Department of Natural Resources, and empowered the Attorney General to "take such action as may be necessary from time to time to enforce the provisions of this [Act]."

1971: In 1971, the Legislature created two more ocean sanctuaries: Cape Cod Bay and Cape and Islands. See Chapter 742 of the Acts of 1971.

The 1971 Act prohibited "the dumping of any commercial or industrial wastes" in the Cape Cod Bay Ocean Sanctuary, with exceptions for "such quantities of industrial liquid coolant wastes to be dumped by the division of water pollution control on September the thirtieth, nineteen hundred and seventy-one, in connection with the public and private supply of electrical power." *Id.*

1972: In 1972, the Legislature created the North Shore Ocean Sanctuary. See Chapter 130 of the Acts of 1972.

1976: In 1976, the Legislature created the South Essex Ocean Sanctuary. See Chapter 369 of the Acts of 1976. In doing so, the Legislature first used the language similar to that found in today's OSA for electrical generating facilities, creating an exception in the South Essex Ocean Sanctuary for the following:

the construction, reconstruction, or operation and maintenance of industrial liquid coolant discharge and intake systems and other facilities and activities in conjunction with the public and private supply of electrical power as allowed and licensed by the division of water pollution control, the

Sugarman, Rogers, Barshak & Cohen, P.C.

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 4

department of environmental quality engineering or the department of environmental management

1977: In 1977, the Legislature comprehensively revised the OSA. *See* Chapter 897 of Acts of 1977. Among other changes, the 1977 amendments generally protected all ocean sanctuaries from “any exploitation, development, or activity that would seriously alter or otherwise endanger the ecology or the appearance of the ocean, seabed, or subsoil thereof, or the Cape Cod National Seashore.”

Whether hitherto, the OSA’s prohibitions and exceptions were codified by individual ocean sanctuaries, the 1977 acts reorganized the OSA such that going forward prohibitions and exceptions applied (unless specified otherwise) to all five ocean sanctuaries.

The Legislature continued to categorically prohibit “the dumping or discharge of commercial or industrial wastes,” except as otherwise provided in the OSA. The 1977 amendments created exceptions allowing “existing municipal, commercial [and] industrial discharges” into an otherwise protected sanctuary. Specifically, the 1977 amendments allowed –

the operation and maintenance of **existing municipal, commercial or industrial facilities** and **existing municipal, commercial or industrial discharges** where such discharges and facilities have been approved and licensed by appropriate federal and state agencies

(Emphasis supplied.)

The 1977 amendments allowing “existing municipal, commercial or industrial discharges” did not define a date for what were then “existing discharges.” The 1977 amendments became effective on December 30, 1977. Thus, the statute as amended can be read as permitting “existing discharges” as of December 30, 1977, or as permitting only those discharges which existed as of 1971, the original enactment of the OSA. St.1977, c. 897.

The 1977 amendments also created an exception for discharges associated with the “planning, construction, reconstruction, operation and maintenance” of facilities associated with the generation of electrical power. Specifically, the 1977 amendments allowed –

the planning, construction, reconstruction, operation and maintenance of industrial liquid coolant discharge and intake systems and all other activities, uses and facilities associated with the **generation, transmission, and distribution of electrical power**, provided that all certificates, licenses, permits and approvals required by law are obtained therefor, and provided, further, that such activities, uses and facilities shall not be undertaken or located except in compliance with any applicable general or special statutes, rules, regulations or orders lawfully promulgated

(Emphasis supplied.)

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 5

The 1977 amendments also created a provision that requires “[a]ll departments, divisions, commissions, or units of the executive office of environmental affairs and other affected agencies or departments of the commonwealth” to issue permits consistently with the Act. In doing so, all permit granting authorities were required to consult with the department of environmental management to ensure compliance.

1989: In 1989, the Legislature again amended the act, and officially named it the “Massachusetts Ocean Sanctuaries Act.” *See* Chapter 728 of the Acts of 1989. It added a definitions section to the statute, establishing an “existing discharge” as one which is –

a municipal, commercial or industrial discharge at the volume and locations authorized by the appropriate federal and state agencies on July fifteenth, nineteen hundred and seventy, in the case of the Cape Cod Ocean Sanctuary; **on December eighth, nineteen hundred and seventy-one, in the case of the Cape Cod Bay and Cape and Islands Ocean Sanctuary;** on June twenty-seventh nineteen hundred and seventy-two in the case of the North Shore Ocean Sanctuary; and on December thirtieth, nineteen hundred and seventy-six, in the case of the South Essex Ocean Sanctuary

(Emphasis supplied.)

2008: The 2008 amendments require the state to create an ocean management plan. Chapter 114 of the Acts of 2008.

2014: The OSA’s most recent amendment in 2014, modified the OSA to allow for new or modified municipal waste discharges from a publicly owned treatment works without a variance, after specific requirements have been met and impact studies have been conducted. Chapter 259 of the Acts of 2014, §§ 28-45.

2. The OSA’s Near-Categorical Ban of New Industrial Discharges Into an Ocean Sanctuary

Today, the OSA severely restricts all municipal, commercial, and industrial discharges into an Ocean Sanctuary. The presumption is that no discharges are permitted, and all are prohibited unless expressly authorized. G.L. c. 132A, § 15 provides that, except as otherwise provided in the OSA, the act prohibits “the dumping or discharge of commercial, municipal, domestic or industrial wastes.”

The only exceptions to this categorical ban of discharges into an ocean sanctuary are the following three activities:

- An existing municipal, commercial or industrial discharge at the volume and locations authorized by the appropriate deferral and state agencies on December eight, nineteen hundred and seventy-one, in the case of the Cape Cod Bay;

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 6

- discharges from municipal wastewater treatment facilities if the discharge is approved under § 16G of the OSA; and
- industrial liquid coolant discharge “associated with the generation, transmission, and distribution of electrical power.”

Because these are exceptions to the general prohibition of discharging of industrial wastes, they must be narrowly and strictly construed. *See Boston Globe Media Partners, LLC v. Department of Public Health*, 482 Mass. 427, 432 (2019) (“statutory exemptions” from the statute “must be strictly and narrowly construed”); *Hull Mun. Lighting Plant v. Massachusetts Mun. Wholesale Elec. Co.*, 414 Mass. 609, 614 (1993) (“[s]tatutory exemptions are strictly construed”).

3. The OSA Prohibits Any New Industrial Discharge From the Now-Defunct PNPS

Under the plain terms of the OSA, Holtec is prohibited from discharging pollutants from the spent fuel rods or other pollutants associated with PNPS decommissioning activities into the Cape Cod Bay Ocean Sanctuary. G.L. c. 132A, § 15(4) states, in no uncertain terms, that except as otherwise permitted in the OSA “the dumping or discharge of commercial, municipal, domestic or industrial wastes” “shall be prohibited in an ocean sanctuary.” Holtec’s proposed discharge into the Cape Cod Bay Ocean Sanctuary does not qualify for any of the narrow exceptions to this categorical presumption against the discharge of industrial pollutants to an ocean sanctuary, as explained below.

a. The Proposed Discharge of Waste Generated by Holtec’s Decommissioning Activities at PNPS was Not an Existing Discharge as of December 8, 1971

Holtec’s discharge cannot be considered an “existing discharge” as defined by the statute. This exception allows for “the operation and maintenance of existing municipal, commercial or industrial facilities and discharges where such discharges or facilities have been approved and licensed by appropriate federal and state agencies.” G.L. c. 132A, § 16. The Legislature defined “existing discharge” in the 1989 amendments to mean, in relevant part:

a municipal, commercial or industrial discharge at the volume and locations authorized by the appropriate federal and state agencies...on December eighth, nineteen hundred and seventy-one, in the case of the Cape Cod Bay and Cape and Islands Ocean Sanctuary

G.L. c. 132A, § 12B. *See also* 301 CMR 27.02.

b. The Proposed Discharge of Waste Generated by Holtec’s Post-Operation Activities at a Defunct Power Plant Is Not a Discharge “Associated With the Generation, Transmission, or Distribution of Electrical Power”

Discharges of coolant and other pollutants related to PNPS’s activities when it was generating electrical power may have been authorized under the OSA’s exception for discharges associated with the

Sugarman, Rogers, Barshak & Cohen, P.C.

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 7

“generation, transmission, and distribution” of electrical power. As EPA, MassDEP, and Holtec have all acknowledged, the proposed discharge related to PNPS’s decommissioning, however, is a new and different kind of discharge, which is not associated with the “generation, transmission, and distribution” of electrical power. As such, it is prohibited by the OSA.

The exception in G.L. c. 132A, § 16 for electrical power facilities states as follows:

Nothing in this act is intended to prohibit...the **planning, construction, reconstruction, operation and maintenance** of industrial liquid coolant discharge and intake systems and all other activities, uses and facilities associated with the **generation, transmission, and distribution** of electrical power, provided that all certificates, licenses, permits and approvals required by law are obtained therefor, and provided, further, that such activities, uses and facilities shall not be undertaken or located except in compliance with any applicable general or special statutes, rules, regulations or orders lawfully promulgated

(Emphasis supplied.)

This exception is noteworthy in the specificity of its requirements. It covers only liquid coolant and other discharges connected with the “planning, construction, reconstruction, operation and maintenance of...uses and facilities associated with the generation, transmission, and distribution” of electrical power. Thus, to fit within this exception, a discharge must satisfy two prongs. *First*, the discharge must be associated with the “planning, construction, reconstruction, operation and maintenance” of a discharging facility. *Second*, the discharge must be from a facility associated with the “generation, transmission, and distribution” of electricity.

Holtec’s proposed discharge from the decommissioned PNPS satisfies neither of these requirements. It is not a discharge connected with “planning, construction, reconstruction, operation and maintenance” of a facility for electrical power generation. Rather, it is associated with *decommissioning* of such a facility. The Legislature included “planning,” “construction,” “reconstruction,” and “maintenance” as activities qualifying for the exception, and it notably did *not* include “decommissioning,” or any term that can fairly be construed to encompass decommissioning. The statute must be interpreted and applied in accordance with its plain terms. *See Water Dep’t of Fairhaven v. Department of Env’t Prot.*, 455 Mass. 740, 744 (2010) (“the language of the statute” is “the principal source of insight into legislative intent”); *Provencal v. Commonwealth Health Ins. Connector Auth.*, 456 Mass. 506, 513 (2010) (“the primary source of insight into the intent of the Legislature is the language of the statute”).

Holtec’s proposed discharge from the decommissioned PNPS is also prohibited because it is not associated with the generation, transmission, or distribution of electrical power. The exception’s reference to the active production of power – “generation, transmission, and distribution of electrical power” –

Sugarman, Rogers, Barshak & Cohen, P.C.

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 8

confirms the required link to the production or output of electricity and getting that electricity to people. That essential link is missing here.

The current NPDES permit for PNPS reflects the reissuance of an earlier NPDES permit to discharge various wastewaters and stormwater to Cape Cod Bay and to withdraw water from Cape Cod Bay for cooling uses, during PNPS's active operation. The discharges authorized under this NPDES permit may be considered part of the "maintenance" of PNPS. EPA and the Commonwealth re-issued the NPDES permit at a time when it was known that PNPS was to shut down, but the specifics of the decommissioning process were unknown. *See* NPDES Permit No. MA0003557, Part IV.5.1, Response to Comments. ("Neither Entergy nor Holtec...provided sufficient information by which to characterize decommissioning-related discharges.").

The NPDES permit expressly declares that the discharges of pollutants in spent pool water are unauthorized. *Id.* at "Unauthorized Discharges," Part I.B.2. Discharges of pollutants in stormwater associated with construction activity, "including activities...associated with the dismantlement and demolition of plant systems, structures and buildings" are likewise unauthorized. *Id.*, Part I.B.3. And for the avoidance of doubt, discharges of pollutants associated with dewatering, and "including but not limited to physical alterations or additions resulting in the discharge of pollutants associated with the dismantlement and decontamination of plant systems and structures and/or the demolition of buildings" are unauthorized. *Id.*, Part I.B.4.¹

EPA has made clear that coverage for decommissioning discharges requires either a new NPDES permit or a modification of PNPS's existing NPDES permit. *See* June 17, 2022 EPA Letter to Holtec (informing Holtec that its current NPDES permit does not authorize PNPS's decommissioning discharge);² *see also* December 5, 2022 Letter to Holtec from EPA (same). With some apparent reluctance, Holtec has now conceded this point. *See* December 19, 2022 Holtec Letter to EPA ("Holtec determined that it would pursue a modification to the existing NPDES permit to appropriately address such discharges [associated with decommissioning activities]").

Of course, there are sound policy reasons for treating discharges associated with power-generating activities differently from discharges from decommissioned facilities that are no longer operating to power the grid. The Legislature clearly made the determination that electricity from planned and/or active power generation, distribution and transmission facilities is important to the economic health of the Commonwealth

¹ *See also id.* at Part IV.5.1, Response to Comments ("We clarify, therefore, that the Final Permit does not authorize the discharge of pollutants associated with the spent fuel pool water. Similarly, the Final Permit does not authorize the discharge of pollutants associated with other activities related to the decommissioning at PNPS, including, but not limited to, contaminated site dewatering, pipeline and tank dewatering, collection structure dewatering, dredge-related dewatering, or dismantlement and decontamination of plant systems and structures.").

² This letter suggests that EPA, too, considers decommissioning to be a different activity than operation and maintenance. *See* page 2 of the June 17, 2022 Letter ("[P]ast discharge practices' occurred under a different NPDES Permit, specifically a Permit issued in 1990 when the facility was operational and generating electricity, not when it was being decommissioned.").

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 9

and the well-being of its residents. Those interests are not present, or certainly not as compelling, with a facility that has been permanently taken out of service.

In sum, because it does not fall under the OSA's three exceptions, any decommissioning process discharge that Holtec may wish to make is prohibited by the OSA. As the Energy Facilities Siting Board has noted, the language of the OSA is "not ambiguous." *In Re Cape Wind Assocs., LLC*, No. EFSB 02-2, 2005 WL 1264241 (May 10, 2005). Under the plain terms of the statute, discharges into Cape Cod Bay associated with a nuclear power plant's decommissioning and shutdown are not allowed.

4. CZM Should Inform Holtec That its Planned Radioactive Discharge From PNPS is Prohibited Under the OSA

Because the OSA clearly forbids Holtec's planned discharge of an estimated 1.1 million gallons of radioactive decommissioning process waste, CZM should inform Holtec in writing that it is not permitted to make such a discharge into the Cape Cod Bay Ocean Sanctuary, as a matter of state law.

Holtec is responsible for deciding how it will manage radioactive material in its liquid effluent, and it has other options, including some used at other decommissioned facilities, including: (1) shipment for off-site disposal; (2) evaporation of the liquid and disposal of the resulting solid waste; or (3) safe storage at the PNPS facilities. To be sure, these other options come with potential risks as well as potential relative benefits. But these other options do not involve discharge into an ocean sanctuary. Holtec well understood, when it voluntarily purchased PNPS for the sole purpose of profiting from the decommissioning of the facility, that it would be obligated to accomplish that decommissioning in accordance with all applicable state laws, including the OSA. Holtec has always known, or should have known, that it would need to dispose of its decommissioning process waste by some means other than dumping it into Cape Cod Bay.

5. EEA and CZM Should Ensure That No State Agencies Permit or Otherwise Authorize the Discharge Into Cape Cod Bay

Section 14 of the OSA provides that, "[a]ll ocean sanctuaries...shall be under the care, oversight, and control" of CZM. Section 12C provides that, "[CZM] shall integrate its implementation, administration and enforcement of the [OSA] with other programs and agencies responsible for the protection of the public health, safety, welfare and the environment."

And Section 18 requires that "[a]ll departments, divisions, commissions, [and] units of [EEA] and other affected agencies or departments of the commonwealth shall issue permits or licenses for activities...consistently with the act, and shall not permit or conduct any activity which is contrary to the provisions of the Act." Section 18 further directs "other departments, divisions, commissions, units, or other agencies" to "confer and consult" with CZM to "ensure compliance" with the OSA.

By virtue of these provisions, the Legislature has made CZM the trustee for the ocean sanctuaries, and given CZM the tools to protect them. It is incumbent on CZM, and all permitting agencies, to make certain that no state permits or licenses authorize activities prohibited under the OSA. *See* G.L. c. 132A, § 18. Accordingly, CZM should not only make clear to Holtec that the OSA forbids its proposed new

Sugarman, Rogers, Barshak & Cohen, P.C.

Secretary Rebecca Tepper
Director Lisa Berry Engler
February 14, 2023
Page 10

discharge, but also notify all pertinent state agencies that they should not issue any kind of permit, approval, or authorization for such a discharge. In particular, but without limitation, we ask CZM, backed by EEA, to advise MassDEP that Holtec is not eligible for a new or modified state Surface Water Discharge Permit under the Massachusetts Clean Waters Act, G.L. c. 21, §§ 26-53 and 314 CMR 3.00, for its proposed new discharge of decommissioning process waste from PNPS into Cape Cod Bay, which Holtec has announced it will seek in the near future, together with a modified NPDES permit. Likewise, we ask CZM, backed by EEA, to advise MassDEP that Holtec is not eligible for a state Water Quality Certification under G.L. c. 21, § 27 and 314 CMR 3.07.

6. Conclusion

Sanctuaries are places of refuge, where flora, fauna, and their ecosystems are supposed to be protected from threats. The Ocean Sanctuaries Act provides strong protections – such as an outright prohibition on most discharges – and CZM is entrusted with the authority and responsibility for ensuring that those protections are honored and respected by all state agencies. If Holtec’s proposed new radioactive discharge into the Cape Cod Bay Ocean Sanctuary is allowed by state agencies, the Bay will become a sanctuary in name only. We ask CZM to exercise the power the Legislature has given to the agency, to the fullest extent possible, to keep the Cape Cod Bay Ocean Sanctuary from becoming a hollow designation.

We urge you to confirm to Holtec that the Ocean Sanctuaries Act prohibits Holtec’s planned new discharge of decommissioning process waste from PNPS into Cape Cod Bay. We also encourage you to provide clear guidance and specific advice to MassDEP and other agencies on this same point. Thank you for your thoughtful consideration of these requests, and for the anticipated opportunity to meet with you to discuss these matters and such further actions as may be appropriate to protect Cape Cod Bay Ocean Sanctuary. We look forward to hearing from you.

Sincerely,

/s/ Lisa C. Goodheart
Lisa C. Goodheart

/s/ Dylan Sanders
Dylan Sanders

/s/ Alessandra Wingerter
Alessandra Wingerter

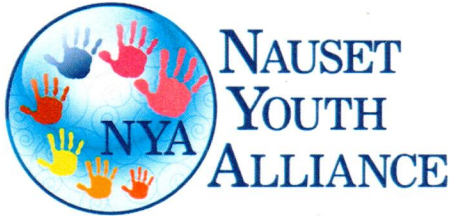
cc: The Honorable Maura Healey, Governor of the Commonwealth of Massachusetts
Gary Moran, Acting Commissioner, Department of Environmental Protection
The Honorable Andrea Joy Campbell, Attorney General for the Commonwealth of Massachusetts
Seth Schofield, Senior Appellate Counsel, Energy & Env’t Bureau, Office of the Attorney General

City	Date of Service	Check #	LCOC Amo Service
Brewster	5/11/2023 12:00 AM		50 Gasoline
Brewster	4/27/2023 12:00 AM	eft 168438	50 Gasoline
Brewster	2/15/2023 12:00 AM	eft 165759	50 Gasoline
Brewster	2/3/2023 12:00 AM	EFT 16576	50 Gasoline
Brewster	2/17/2023 12:00 AM	eft 16572	50 Gasoline
Dennisport	12/5/2022 12:00 AM	eft 164225	46.11 Gasoline
Brewster	12/6/2022 12:00 AM	eft 164288	30 Gasoline
Brewster	1/4/2023 12:00 AM	eft 164275	40 Gasoline
Brewster	3/20/2023 12:00 AM	eft 16638	50 Gasoline
Brewster	3/23/2023 12:00 AM	166640	50 Gasoline
Brewster	4/10/2023 12:00 AM	eft167679	50 Gasoline
Brewster	4/12/2023 12:00 AM	eft 167680	50 Gasoline
Brewster	4/3/2023 12:00 AM	167681	50 Gasoline
Brewster	4/5/2023 12:00 AM	eft 167685	50 Gasoline
Brewster	1/12/2023 12:00 AM	eft 165209	35.02 Gasoline
Brewster	1/17/2023 12:00 AM	eft 165210	42.35 Gasoline
Brewster	3/1/2023 12:00 AM	eft 166151	35 Gasoline
Brewster	3/6/2023 12:00 AM	eft166152	50 Gasoline
Brewster	5/10/2023 12:00 AM	cc 168848	738.22 Heating - Electric
Brewster	2/17/2023 12:00 AM	16523	176.6 Heating - Electric
Brewster	3/3/2023 12:00 AM	16565/165	1000 Heating - Electric
Brewster	3/7/2023 12:00 AM		291.59 Heating - Electric
Brewster	2/24/2023 12:00 AM		370.07 Heating - Electric
Brewster	3/31/2023 12:00 AM	16657	300 Heating - Natural Gas
Brewster	1/24/2023 12:00 AM	16431	419.55 Heating - Natural Gas
Brewster	1/24/2023 12:00 AM	16430	345.07 Heating - Natural Gas
Brewster	2/27/2023 12:00 AM	16546	187.35 Heating - Natural Gas
Brewster	4/28/2023 12:00 AM	eft 168794	307 Heating - Oil
Brewster	2/13/2023 12:00 AM	EFT 16558	460 Heating - Oil
Brewster	2/14/2023 12:00 AM	eft 165603	447.41 Heating - Oil
Brewster	12/6/2022 12:00 AM	eft 162531	463 Heating - Oil
Brewster	1/3/2023 12:00 AM	EFT	475 Heating - Oil
Brewster	1/10/2023 12:00 AM	eft 164235	455 Heating - Oil
Brewster	1/12/2023 12:00 AM	EFT 16437	460 Heating - Oil
Brewster	1/13/2023 12:00 AM	EFT 16438	391 Heating - Oil
Brewster	3/16/2023 12:00 AM	eft 166261	422 Heating - Oil
Brewster	1/20/2023 12:00 AM	EFT 16464	460 Heating - Oil
Brewster	2/2/2023 12:00 AM	eft 165265	462 Heating - Oil
Brewster	3/13/2023 12:00 AM	eft 166204	422 Heating - Oil
Brewster	3/9/2023 12:00 AM	eft 166113	432 Heating - Oil
Brewster	3/9/2023 12:00 AM	eft 166117	432 Heating - Oil
Brewster	2/24/2023 12:00 AM	CC Snows	430 Heating - Oil
Brewster	3/2/2023 12:00 AM	16559	800 Heating - Other
Brewster	5/8/2023 12:00 AM	16769	1000 Utility - Electric
Brewster	5/3/2023 12:00 AM	16757	250 Utility - Electric
Brewster	2/7/2023 12:00 AM	16489	1000 Utility - Electric
Brewster	12/28/2022 12:00 AM	16320/reis	326 Utility - Electric
Brewster	12/30/2022 12:00 AM	cc 16382	261.9 Utility - Electric
Brewster	1/3/2023 12:00 AM	16338	200.52 Utility - Electric
Brewster	1/12/2023 12:00 AM	16388	125.46 Utility - Electric
Brewster	1/12/2023 12:00 AM	16384	295 Utility - Electric
Brewster	1/17/2023 12:00 AM	16398	577 Utility - Electric
Brewster	3/17/2023 12:00 AM	16606	600 Utility - Electric

Brewster	4/4/2023 12:00 AM	16668	1000 Utility - Electric
Brewster	1/29/2023 12:00 AM	16448	500 Utility - Electric
Brewster	3/14/2023 12:00 AM	16585	86.67 Utility - Electric
Brewster	3/9/2023 12:00 AM	16580	568 Utility - Electric
Brewster	4/21/2023 12:00 AM	16718	500 Utility - Gas

19265.89

Service Entries	57
Households	43
Individuals	113



Positively Guiding Today's Youth
Into Tomorrow's World

Nauset Youth Alliance
384 Underpass Road
P.O. Box 541
Brewster, MA 02631
Phone: 508-896-7900 Fax: 508-896-7906
drost@nausetyouthalliance.org
www.nausetyouthalliance.org

FY'23 Grant Report
May 3, 2023

Our numbers have reached an all-time high. The afterschool program has 171 students enrolled and the demand for the summer resulted us in seeking and receiving a license expansion from the typical 65 students to 78. This will allow us to accommodate 116 students with waitlists on Tuesday, Wednesday, and Thursday afternoons. The nature and structure of the program prevents us from increasing our size even more.

With the flow of support from a variety of government programs easing as the COVID-19 emergency is lifted more of our families have needed support. The grant request included a projected \$6000 for scholarships for this summer. We have ended up granting \$7800 in scholarships to support eight children from six families. In addition, at Keith Gauley's request (the principal of Stony Brook Elementary School), we have enrolled a student and granted her a scholarship. The cost of that, projecting through the end of the school year, will be \$998.

Finally, the Town of Brewster Health and Human Services grant, in combination with monies from ARPA C3 grants have allowed us to pay our staff over school holidays which had previously been unpaid. This has allowed us to attract and retain staff resulting in lower turnover and greater staff morale.

As always, the support of the town and town residents is greatly appreciated and we look forward to a continued positive relationship as we move into the future.

Respectfully submitted,

David M. Rost
Executive Director
Nauset Youth Alliance

Appendix C

SELECT BOARD COMMITTEE APPLICATION SCREENING FORM

Applicant Name

Requested Committee

1. TOWN CLERK REVIEW

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

2. SELECT BOARD LIAISON RECOMMENDATION TO SELECT BOARD

a. Select Board Liaison Applicant Interview:

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

b. Select Board Liaison Consultation with Committee Chair:

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

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

d. Select Board Liaison Recommendation:

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

3. SELECT BOARD ACTION

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

4. NOTIFICATION OF APPOINTEE AND TOWN CLERK

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

Appendix A

Town of Brewster COMMITTEE APPOINTMENT APPLICATION FOR JOINT APPOINTMENTS

APPLICANT DIRECTIONS:

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

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

2. **Address:** [REDACTED]

3. **Phone numbers:** Home:

Cell:

4. **Email:** [REDACTED]

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

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

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

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

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

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

Harvard University Graduate School of Design, Landscape Arch. Program

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

Realtor

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

Realtor, Berkshire Hathaway HomesServices/Robert Paul Properties

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

Brewster Vision Planning Committee

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

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

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

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

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

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

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

No

17. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed?

(Does not automatically disqualify but may need to be disclosed)

No

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

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

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

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

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

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

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

Signature:

Fran Schofield

Date:

April 19, 2023

FRANCES I. SCHOFIELD

[REDACTED]
Brewster, MA 02631
[REDACTED]

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

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

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

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

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

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

Education

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

Awards

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

Memberships & Community Involvement

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

Erika Mawn

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

for your files...

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

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

Kari Hoffmann

Begin forwarded message:

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

Hi Kari,

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

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

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

Best,

Fran

--

[REDACTED]

[REDACTED]

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

**PENSION RESERVES INVESTMENT TRUST
SUMMARY OF PLAN PERFORMANCE
RATES OF RETURN (GROSS OF FEES)
Periods Ending April 30, 2023***

	NAV \$ (000)	Target Allocation Range	Actual Allocation %	Month	FY '23	Calendar YTD	1 Year	3 Year	5 Year	10 Year	Since Inception
GLOBAL EQUITY	36,812,649	32 - 42%	38.8%	1.35	12.19	8.82	2.93	13.14	6.96	8.23	6.48
CORE FIXED INCOME	13,136,861	12 - 18%	13.8%	0.31	-1.17	4.60	-4.10	-4.41	1.63	2.35	6.50
VALUE ADDED FIXED INCOME *	6,847,737	5 - 11%	7.2%	0.81	6.00	3.80	1.65	7.56	4.48	4.22	7.39
PRIVATE EQUITY *	16,344,364	13 - 19%	17.2%	-0.12	-5.53	0.69	-7.63	24.09	21.73	20.56	15.77
REAL ESTATE *	10,310,173	7 - 13%	10.9%	0.45	-1.85	-0.95	-0.84	12.55	9.69	9.94	7.04
TIMBERLAND *	2,951,388	1 - 7%	3.1%	0.02	4.13	0.47	7.74	7.99	5.23	6.04	8.07
PORTFOLIO COMPLETION STRATEGIES *	7,997,571	7 - 13%	8.4%	0.31	1.99	1.65	-0.35	6.02	2.79	3.68	4.11
OVERLAY	560,245	0.0%	0.6%	1.46	12.04	10.10	3.85	9.41	6.26		10.99
TOTAL CORE	94,997,692	100%	100%	0.68	3.79	4.45	-0.71	10.34	7.50	8.10	9.22
<i>IMPLEMENTATION BENCHMARK (using short term private equity benchmark) ¹</i>				<i>0.66</i>	<i>3.76</i>	<i>3.96</i>	<i>-0.11</i>	<i>9.53</i>	<i>7.19</i>	<i>7.49</i>	<i>9.54</i>
<i>TOTAL CORE BENCHMARK (using private equity) ²</i>				<i>0.88</i>	<i>7.02</i>	<i>4.78</i>	<i>3.57</i>	<i>8.50</i>	<i>6.39</i>	<i>6.77</i>	<i>9.32</i>
PARTICIPANTS CASH	18,975			0.40	3.08	1.55	3.23	1.15	1.54	1.03	3.45
TEACHERS' AND EMPLOYEES' CASH	38,302			0.39	3.02	1.52	3.17	1.13	1.52	1.02	2.34
TOTAL FUND	95,054,968			0.68	3.79	4.44	-0.70	10.31	7.48	8.08	9.26

* Certain Value-Added Fixed Income investments, Private Equity, certain Real Estate investments, Timberland, and certain Portfolio Completion Strategy investments are valued only at calendar quarter ends (March 31, June 30, September 30, and December 31).

PRIM Board Quarterly Update

First Quarter 2023



PRIM Executive Director and Chief Investment Officer Michael G. Trotsky, CFA provided the following information to the PRIM Board at its May 18, 2023, meeting:

Executive Director and Chief Investment Officer Report

We are pleased to report a positive return for the March 2023 quarter, the second consecutive quarter of PRIT Fund gains following the three quarter sell-off during calendar year 2022. The PRIT Fund was up 3.6% in the quarter ended March, and that followed a positive 4.1% return in the December 2022 quarter.

We expect market drops and economic cycles to impact the PRIT Fund periodically. Last year, in calendar 2022, stocks were down 15-20% globally while bonds were down approximately 13%. Normally, we would have expected bonds to offer some protection from a selloff in equities, but last year with rising interest rates, bonds and stocks were both down substantially. The PRIT Fund fared better than both stock and bond indices in 2022, it was down 11.2% net of fees. We cannot control market returns because we don't control the factors which fueled last year's difficulties: geopolitical events, slowing economic growth worldwide, monetary policy response, wars, viruses, supply chain shortages, or the behavior of other investors. The only thing we can control is the design and composition of the PRIT Fund, and we have carefully engineered a diversified portfolio with components that will perform well in a variety of market environments. We are also focused on controlling our costs. Our history of strong performance in both strong and weak markets is an indication that our portfolio is well constructed in terms of risk, return, and cost – PRIM's philosophical three pillars of investment. We believe that no investment decision is complete without evaluating these three equally important parameters.

Our alternative investments have helped anchor the Fund in the very stormy environment and thankfully now the markets have provided two consecutive quarters of gains. Additionally, market downturns create good buying opportunities, and the PRIM team has been very busy evaluating opportunities and deploying nearly \$6 billion in new investments across all asset classes.

Last August, we observed a peak in bond yields and signs that inflation had begun to moderate, and more recently those trends have been reconfirmed. GDP growth declined, but remained positive, corporate

revenue growth and earnings reports were positive and well above expectations. Inflation, as measured by the Consumer Price Index, slowed for a ninth consecutive period in March to 5%, the lowest since May of 2021, and down from 6% in February, and the Unemployment Rate fell again to 3.5%, which was better than expected. The consensus of investors and economists is still for a mild recession, no change from last quarter.

The March quarter was somewhat chaotic, it wasn't a straight line upwards, and volatility remains elevated. In mid-March, Silicon Valley Bank (SVB) and Signature Bank failed. U.S. authorities took extraordinary steps to prevent a contagion from developing as Treasury Secretary Yellen instructed the FDIC to make whole all depositors regardless of size; all depositors had access to their funds immediately.

PRIM's exposure to SVB, an S&P 500 component, was very low and immaterial, but we are mindful that SVB played an important role in the financial plumbing of the Private Equity and Venture Capital ecosystem. We are closely monitoring several ongoing concerns including the possibility that other banks will develop similar problems. Wall Street analysts say wide-spread contagion is unlikely, but smaller regional banks that are disproportionately tied to cash-strapped industries like tech and crypto or have loans to underperforming commercial real estate, may be in for more volatility. First Republic Bank failed during the last week of April, the bank seized and sold to JP Morgan. PRIM's net exposure to First Republic and Signature Bank was also very low and immaterial. Markets have repriced in the wake of these failures: In the equity markets regional banks and REITs were very weak while technology, large cap, and growth stocks were very strong; interest rates have fallen.

More broadly, the main risks going forward are familiar. The risks are that inflation spikes again or remains too high – after all, there are geopolitical situations that could disrupt the supply chain again - consumer and business spending along with corporate earnings could weaken more than anticipated, and unemployment or wages could spike. Any of these conditions could result in an economic slowdown that turns into a severe recession. There are many moving pieces in the global economy and in the world's geopolitical situation, but we believe the PRIT Fund is well-diversified and carefully engineered, with components that will perform well in any future environment.

PRIT Fund Performance

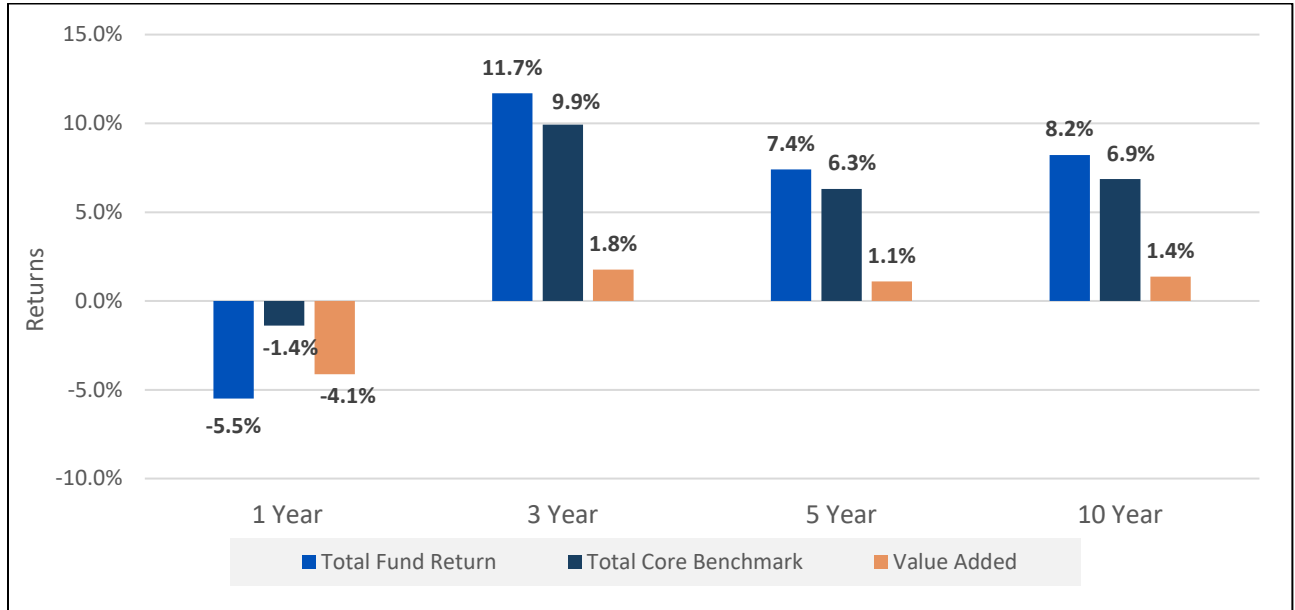
For the one-year ended March 31, 2023, the PRIT Fund was down -5.5%, (-5.9% net), underperforming the total core benchmark of -1.4% by 412 basis points (451 bps net).

- This performance equates to an investment loss of \$6.0 billion, net of fees.
- This underperformance equates to \$4.6 billion of value below the benchmark return, net of fees.
- Net total outflows to pay benefits for the one-year period ended March 31, 2023, were approximately \$816 million.

The following charts summarize the PRIT Fund performance for the one year ended March 31, 2023.

Total PRIT Fund Returns

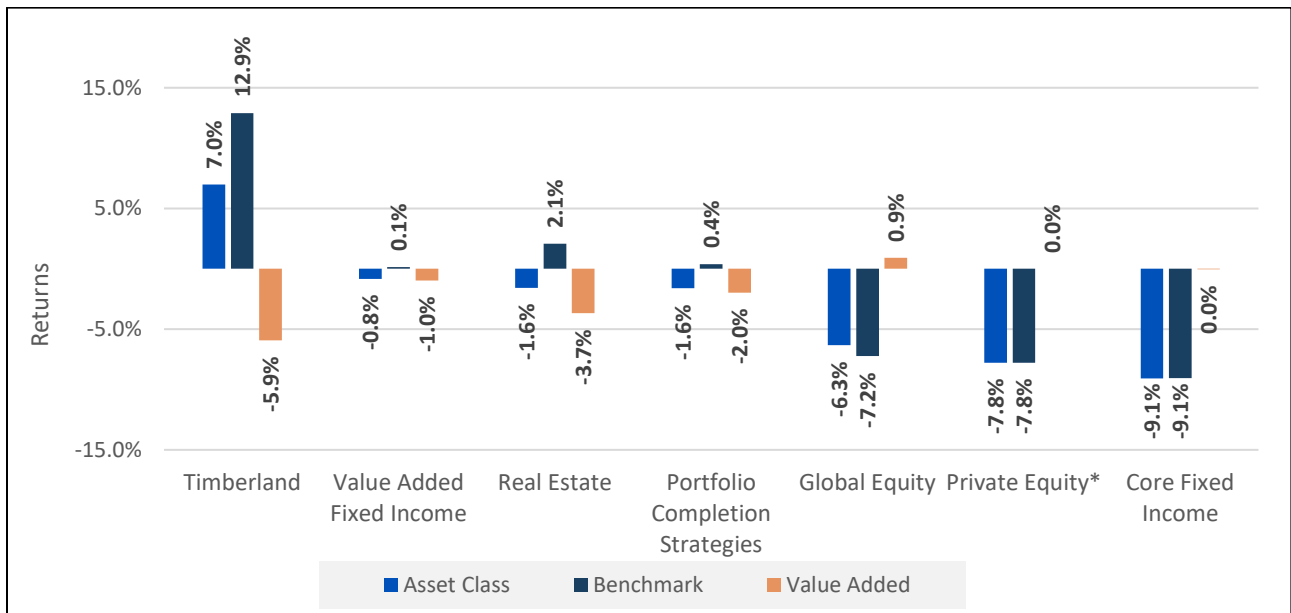
Annualized Returns as of March 31, 2023 (Gross of Fees)



Source: BNY Mellon. Total Core Benchmark includes private equity benchmark.

PRIT Asset Class Performance Summary

One Year ended March 31, 2023 (Gross of Fees)



Source: BNY Mellon. Totals may not add due to rounding. *Benchmark is actual performance.

PRIT Fund Annualized Returns By Asset Class

(March 31, 2023 - Gross of Fees)

1 Year	3 Year	5 Year	10 Year
TIMBER 7.0%	PRIVATE EQUITY 24.0%	PRIVATE EQUITY 21.7%	PRIVATE EQUITY 20.6%
VALUE-ADDED FIXED INCOME (0.8%)	GLOBAL EQUITY 16.4%	REAL ESTATE 9.8%	REAL ESTATE 10.2%
REAL ESTATE (1.6%)	REAL ESTATE 12.9%	GLOBAL EQUITY 6.8%	GLOBAL EQUITY 8.4%
PCS (1.6%)	TIMBER 8.2%	TIMBER 5.3%	TIMBER 6.0%
GLOBAL EQUITY (6.3%)	VALUE-ADDED FIXED INCOME 7.8%	VALUE-ADDED FIXED INCOME 4.2%	VALUE-ADDED FIXED INCOME 4.3%
PRIVATE EQUITY (7.8%)	PCS 5.7%	PCS 2.8%	PCS 3.8%
CORE FIXED INCOME (9.1%)	CORE FIXED INCOME (3.8%)	CORE FIXED INCOME 1.4%	CORE FIXED INCOME 2.4%

Source: BNY Mellon. Returns as of March 31, 2023

Organizational Updates

PRIM Board

Governor Healy recently appointed **Catherine D’Amato** to the PRIM Board. Catherine is a deeply experienced Chief Executive Officer. As President and CEO of the Greater Boston Food Bank, New England’s largest hunger relief organization, and Founder of the Hunger to Health Collaboratory, Catherine leads a team of 150 employees and thousands of volunteers. Her work provides food to six hundred distribution organizations, who in turn provide 100 million meals annually to those in need. Catherine has considerable board governance experience serving in a variety of roles as an elected officer, board chair, vice-chair, committee chair, and general director. Her current or completed board roles include Fidelity Charitable, Eastern Bancshares, Forsyth Institute, Federal Reserve Bank of Boston, The Boston Foundation, the Human Rights Campaign, and others. Catherine is a well-known, highly respected public figure, a sought-after public speaker, and has received many local, state, and national leadership awards and honorary degrees. She received her bachelor’s degree from the University of San Francisco and completed both a Strategies in Non-Profit Management Certificate from Harvard University and a Certificate of Management from Smith College. We welcome Catherine to the PRIM Board and look forward to her contributions.

Robert Brousseau and **Paul Shanley, Esq.** were both recently re-elected to a new three-year term on the PRIM Board, representing the Massachusetts Teachers’ Retirement System and the State Employees’ Retirement System, respectively. We congratulate them on their victories and thank them for their many years of dedicated service.

Karen Gershman has resigned her seat on the Administration and Audit Committee. Karen served on the Administration and Audit Committee for more than ten years and prior to that served as PRIM's COO and CFO for approximately 10 years (2001 – 2011). Karen possessed a unique combination of institutional knowledge and industry experience that will be greatly missed. We thank Karen for her many contributions to PRIM over the more than 20 years of service and wish her the best in her retirement.

New Hires

Veena Ramani joined PRIM in late April as Director of Stewardship, which is a new position within the organization. Veena will head PRIM's ESG and Stewardship efforts and support the newly formed ESG Committee. She joins PRIM from FCLTGlobal, a nonprofit whose mission is to focus on the long term to support a sustainable and prosperous economy. As Director of Research at FCLTGlobal, Veena oversaw the Research Team, working with members who include asset owners, asset managers, and corporations to develop actionable research to drive long-term value creation for investors. Prior to FCLTGlobal, Veena spent 15 years at Ceres, a leading sustainability nonprofit, holding several different roles including running campaigns to engage financial regulators on the systemic risk of climate change, developing an online training curriculum for corporate board members on ESG in partnership with the Berkeley School of Law, and engaging with large corporations on their sustainability and climate change strategies and disclosures. She holds a BA with honors degree from the National Law School of India University and a Master of Law degree from Washington University School of Law.

John Fitzpatrick joined the team in March as a Legal and Governance Analyst. John comes to PRIM from Laredo & Smith, a Boston law firm, where he was an Associate Attorney. John has his Bachelor of Arts degree in Philosophy and Economics from Saint Joseph's University in Philadelphia and his Juris Doctor from Boston College Law School.

Ethan Spencer joined PRIM in February as a Senior Investment Officer in Portfolio Completion Strategies. Ethan was Managing Partner at Eastern Point Capital, a global emerging and frontier market investment platform. Prior to that, Ethan had extensive experience working at the Boston University Endowment, Cambridge Associates, and Credit Suisse First Boston. He holds a BA degree from Colby College and an MBA degree from the Johnson School at Cornell University.

Riya Shah joined the team in February as an Investment Compliance Analyst. This is another new position at PRIM. Riya will assist with investment manager guideline monitoring, regulatory and state filings, and operational due diligence. Riya comes to us from State Street where she served as Enterprise Technology Risk Analyst within the bank's compliance team. Riya has her Bachelor of Arts degree in Actuarial Science and Economics from Assumption College.

Andrew Browne joined PRIM in February as an Investment Analyst, on the Private Equity team. Andrew graduated in December from Northeastern University's D'Amore-McKim School with a Bachelor of Science in Business. During his time at Northeastern, Andrew completed a variety of investment management internships in venture capital, investment advisory, and private wealth investment management. He also co-founded a school-wide research and consulting group to empower NGOs.

We are very pleased to have recruited this diverse group of outstanding individuals and we look forward to their contributions. Each of them is off to an outstanding start.

PRIM Board Actions

Committee Membership Recommendation

The PRIM Board appointed Catherine D’Amato to the following PRIM Board committees:

- Investment Committee
- Administration and Audit Committee
- Compensation Committee

Public Markets

Global Equities Benchmark Recommendation

The PRIM Board approved changing the Domestic Equity and Global Equity benchmarks to the MSCI USA IMI and the MSCI All Country World Index (ACWI) IMI indices, respectively.

These new benchmarks move from a ‘fixed weight’ sub-asset class benchmark to a cap-weighted benchmark, which is considered best practice and reflects PRIM’s current strategic asset allocation. Additionally, changing to a cap-weighted from a fixed weighted benchmark reduces trading costs associated with rebalancing back to fixed weights and employing a single Global Equity benchmark reduce operational complexity by utilizing a well-known, single benchmark.

Private Equity

Follow-on Investment Recommendation: CVC Capital Partners IX, L.P.

The PRIM Board approved a commitment of up to €250 million to CVC Capital Partners IX, L.P. (“Fund IX”). PRIM has invested in eight prior CVC Capital Partners (“CVC”) Funds since 1996. CVC is a large, global asset management firm, and Fund IX will target control-oriented buyout investments in Europe and North America.

Follow-on Investment Recommendation: PSG VI L.P.

The PRIM Board approved a commitment of up to \$150 million to PSG VI L.P. (“Fund VI”). PRIM has invested in three prior funds managed by PSG Equity since 2018. Fund VI will target private equity investments in growth-oriented, lower middle market companies in the software and tech-enabled services industries primarily located in North America.

Follow-on Investment Recommendation: American Industrial Partners Capital Fund VIII, L.P.

The PRIM Board approved a commitment of up to \$150 million to American Industrial Partners Capital Fund VIII, L.P. PRIM has invested in one prior American Industrial Partners fund starting in 2019. American Industrial Partners is led by three senior investment professionals with an average tenure of 23 years at the firm. American Industrial Partners targets buyouts of middle-market industrial businesses headquartered in North America.

Follow-on Investment Recommendation: KPS Special Situations Mid-Cap Fund II, L.P.

The PRIM Board approved a commitment of up to \$75 million to KPS Special Situations Mid-Cap Fund II, L.P. PRIM has invested in four prior KPS funds starting in 2009. KPS Capital Partners has a stable and highly experienced team and a strong and consistent track record and targets buyouts of industrial and manufacturing businesses headquartered in North America and Western Europe.

Finance and Administration

Information Technology Consulting and Support Services Request For Proposals (RFP) Recommendation

The PRIM Board voted to retain the incumbent EdgeTech Consulting for information technology consulting and support services, and RSM US, LLP for additional backup and project work, as needed.

PRIM Board Fiscal Year 2024 Budget

The PRIM Board approved the Fiscal Year 2024 Budget. The budget reflects the investment management, advisory, and operational costs necessary to implement, measure, and monitor the approximated \$95 billion in investments of the Pension Reserves Investment Trust (PRIT) Fund.

The Client Services team will continue to meet with the retirement boards of PRIM's member retirement systems throughout the year. To schedule a visit, please contact Francesco at fdaniele@mapension.com, Laura at lstrickland@mapension.com, Emily at egreen@mapension.com, or call 617-946-8401. We look forward to seeing you soon.





Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster
State Retirees Benefits Trust Fund
April 01, 2023 to April 30, 2023

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	3,509,813.04	3,294,393.09	3,268,481.19
Your change in investment value for the period was:	24,083.88	119,503.83	145,415.73
Your exchanges from (to) the Cash Fund for the period were:	60,000.00	180,000.00	180,000.00
Your ending net asset value for the period was:	<u>3,593,896.92</u>	<u>3,593,896.92</u>	<u>3,593,896.92</u>
Net Change in Investment Value represents the net change through investment activities as follows:			
Gross Investment Income:	8,104.43	69,792.17	28,432.96
Less Management Fees:	(760.52)	(13,099.17)	(5,124.84)
Net Investment Income:	<u>7,343.91</u>	<u>56,693.00</u>	<u>23,308.12</u>
Net Fund Unrealized Gains/Losses:	16,385.27	53,466.79	113,798.16
Net Fund Realized Gains/Losses:	<u>354.70</u>	<u>9,344.04</u>	<u>8,309.45</u>
Net Change in Investment Value as Above:	<u>24,083.88</u>	<u>119,503.83</u>	<u>145,415.73</u>

As of April 30, 2023 the net asset value of your investment in the SRBT Fund was: \$3,593,896.92

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster
Cash Investment
April 01, 2023 to April 30, 2023

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	0.00	0.00	0.00
Your investment income for the period was:	0.00	0.00	0.00
Your total contributions for the period were:	60,000.00	180,000.00	180,000.00
Your total redemptions for the period were:	0.00	0.00	0.00
Your total exchanges for the period were:	(60,000.00)	(180,000.00)	(180,000.00)
Your state appropriations for the period were:	0.00	0.00	0.00
Your ending net asset value for the period was:	0.00	0.00	0.00

As of April 30, 2023 the net asset value of your investment in the Cash Fund was: \$0.00

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

PHTF90200002
Commonwealth Of Massachusetts

Town of Brewster Investment Detail 4/30/2023

	Investments Units Of Participation	Cost	Price	Market Value	Unrealized Gain/Loss
14,019.465	HCST OPEB MASTER TRUST	3,476,344.13	256.3505	3,593,896.92	117,552.79
	Total Investment:	3,476,344.13		3,593,896.92	117,552.79



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

PHTF90200002
Commonwealth Of Massachusetts

Town of Brewster Statement of Change In Net Assets 04/30/2023

	Current Period		Fiscal Year		Year To Date	
	4/1/2023	4/30/2023	7/1/2022	4/30/2023	1/1/2023	4/30/2023
NET ASSETS - BEGINNING OF PERIOD	3,509,813.04		3,294,393.09		3,268,481.19	
DISBURSEMENTS:						
CASH FUND EXCHANGES	60,000.00		180,000.00		180,000.00	
RECEIPTS:						
CONTRIBUTIONS:						
PARTICIPANTS	60,000.00		180,000.00		180,000.00	
INVESTMENT INCOME:						
UNREALIZED GAIN/LOSS-INVESTMENT	16,385.27		53,466.79		113,798.16	
MASTER TRUST ALLOCATED EXPENSES	-117.45		-2,393.46		-786.27	
MASTER TRUST CHANGE IN REALIZED G/L	354.70		9,344.04		8,309.45	
MASTER TRUST INVESTMENT INCOME	8,104.43		69,792.17		28,432.96	
MT ALL INVESTMENT MANAGER FEES	-643.07		-10,705.71		-4,338.57	
UNIT EXCHANGES	60,000.00		180,000.00		180,000.00	
Total Receipts	144,083.88		479,503.83		505,415.73	
Total Disbursements:	60,000.00		180,000.00		180,000.00	
Net Assets - End of Period:	3,593,896.92		3,593,896.92		3,593,896.92	

STATEMENT EXPLANATION

Below you will find a description of each item posted to your statement.

CAPITAL ACCOUNT

Summary of Account Activity:	A summary statement produced for your investment in the State Retiree Benefits Trust Fund (SRBTF) includes both month-to-date and fiscal year-to-date information. This statement is also furnished to the Public Employee Retirement Administration Commission (PERAC).
Your beginning net asset value for the period:	The total balance of your investment as of the opening date of the statement period.
Your change in investment value for the period:	The total increase or decrease in your investment includes net investment income, realized gains or losses, and unrealized gains or losses.
Your total exchanges from (to) cash fund:	Movement of funds occurring on the first business day of each month between your Cash Fund and Capital Account (SRBTF).
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.
Gross investment income:	Represents your allocable share of the SRBTF's income associated with securities and other investments (i.e. real estate), except for realized and unrealized gains or losses. It is principally interest, dividends, real estate income, and private equity income.
Management fees:	Represents your allocable share of the SRBTF's expenses related to PRIM's investment advisors, consultants, custodian and operations expenses.
Net investment income:	Represents your allocable share of the SRBTF's gross investment income, less Management Fees.
Net fund unrealized gains/losses:	Represents your allocable share of the SRBTF's increase or decrease in value, attributed to a change in value of securities or other investments held in the PRIT Fund, relative to original cost. These gains or losses are "unrealized" because the investments have not yet been sold.
Net fund realized gains/losses:	Represents your allocable share of the SRBTF's increase or decrease in value attributed to the PRIT Fund's sale of securities or other investments (i.e. real estate property). Whether you "realize" a gain or loss depends upon the price at which the investment was sold in relation to its original purchase price.

CASH FUND

Your beginning net asset value for the period:	The total balance of your investment as of the opening date of the statement period.
Your investment income for the period:	Interest earned for the period.
Your total contributions for the period:	Sum of all funds (i.e. wires and/or checks) sent into your SRBTF account during the statement period. Cash contributed any day during the month except the first business day will remain in your Cash Fund until the first business day of the following month, when it will then be exchanged into the General Allocation Account (SRBTF).
Your total redemptions for the period:	Sum of all funds sent by wire from the PRIT Fund's custodian bank to your government entity during the statement period. A redemption made be made at any time throughout the month as long as your Cash Fund balance equals or exceeds the amount you wish to redeem.
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.

Memorial Day Ceremony

All Gave Some, Some Gave All

May 29, 2023 12:00 p.m.

Brewster Council on Aging

Remarks by:

Brewster Select Board Representative

Lieutenant General (Retired) David Valcourt – U.S. Army

Pastor Joe Greemore

Honor Guards:

Brewster VFW Post 9917

Brewster Boy Scout Troup 77

Brewster Fire Department

Brewster Police Department

Music By:

Nauset Middle School Band

National Anthem:

Natalia Bonfini

