



Town of Brewster Select Board

2198 Main St., Brewster, MA 02631

townmanager@brewster-ma.gov

(508) 896-3701

SELECT BOARD MEETING AGENDA

2198 Main Street

April 23, 2024 at 6:00PM

Select Board

Ned Chatelain
Chair

Mary Chaffee
Vice Chair

Kari Hoffmann
Clerk

Cynthia Bingham

Dave Whitney

Town Manager
Peter Lombardi

Assistant Town
Manager
Donna Kalinick

Project Manager
Conor Kenny

Executive
Assistant
Erika Mawn

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

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

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

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

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

Passcode: 509224

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

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

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

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Select Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
6. Select Board Announcements and Liaison Reports
7. Town Manager's Report **Page 3**
8. Consent Agenda **Pages 21-81**
 - a. Appointments: Donna Kalinick (Barnstable County HOME Consortium Advisory Council)
 - b. Facility Use Applications: Resident Anna Delude (Drummer Boy Park)
 - c. Temporary Closure of Long Pond Landing (May 6 to May 10)
 - d. Temporary Closure of Brewster Dog Park (May 19)
 - e. Update Building Department Fee Schedule
 - f. Fee Waiver Requests: Ruck4Hit Cape Cod and Brewster Conservation Trust
 - g. Declare Surplus Property: DPW 1999 Gravely Brush Cutter
 - h. One Day Liquor License: Cape Cod Museum of Natural History
 - i. Request for Donation to Brewster Conservation Trust for Outdoor Classroom at Community Garden
 - j. Housing Choice Designation Application: Authorize Chair to Sign
9. 6:10pm Public Hearing: Annual All Alcoholic Beverages Hotel Liquor License Transfer, Alteration of Premises and Management/Operating Agreement – OSPI LLC, d/b/a Old Sea Pines Inn **Pages 52-223**



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10. 6:25pm Public Hearing: Annual All Alcoholic Beverages Restaurant Liquor License Transfer - Lliguichuzhca Family LLC, d/b/a The Kitchen Cafe **Pages 224-246**
11. Update from District Attorney Galibois
12. Presentation and Discussion on FY25-29 Brewster Police Department Strategic Plan - Select Board FY24-25 Strategic Plan Goal G-3 **Pages 247-332**
13. Review Town Meeting Warrant Article Assignments **Pages 333-432**
14. FYIs **Pages 433-470**
15. Matters Not Reasonably Anticipated by the Chair
16. Questions from the Media
17. Next Meetings: May 6, May 11 (Town Meeting) and May 20, 2024
18. Adjournment

Date Posted:
04/19/2024

Date Revised:

Received by Town Clerk:

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BREWSTER TOWN CLERK



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

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

April 5, 2024

PANDERSON@BREWSTER-MA.GOV

Dear Mr. Anderson:

The Massachusetts Department of Environmental Protection's (MassDEP) Drinking Water Program is pleased to extend its congratulations to the Brewster Water Department for its outstanding performance in 2023. Your system has achieved one of the top scores in the Medium and Large Community System Category of the 2024 Public Water Systems Awards Program.

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

MassDEP encourages you to continue this level of excellence in carrying out your work of protecting and supplying safe and fit water to our citizens. I look forward to seeing you at the awards ceremony on May 9, 2024, at the Devens Common Center. If you have any questions regarding the Awards Program, please contact Marie.Tennant@mass.gov and Program.Director-DWP@mass.gov. Please R.S.V.P. to New England Water Works by May 1, 2024 as noted on the accompanying invitation.

Congratulations,

Yvette DePeiza, Program Director
Drinking Water Program

Attachments

Town Of Brewster, Massachusetts

Submittal of a *De Minimis* Watershed Permit Exemption Application for the Swan Pond River Watershed Under the Massachusetts Watershed Permit Regulations (314 CMR 21.00)

On April 12, 2024, the Town of Brewster submitted a *De Minimis* Watershed Permit Exemption Application to the Massachusetts Department of Environmental Protection. This application documents that the controllable nitrogen load from properties in Brewster is less than 3% of the total controllable nitrogen load from the entire Swan Pond River watershed.

Most of the Swan Pond River watershed is located in Dennis with a small portion in the southwest corner of Brewster and smaller areas in Harwich. It is defined as a Natural Resource Area that is considered a Nitrogen Sensitive Area according to the State Environmental Code Title 5 (310 CMR 15.214(1)). According to these regulations, existing developed properties in these Natural Resource Areas are required to upgrade their septic systems to incorporate Best Available Nitrogen Reducing Technology within five years of July 7, 2023, the date these regulations were established. Properties with new construction that occurs after January 6, 2024, must also incorporate Best Available Nitrogen Reducing Technology.

According to Title 5, and the state's Watershed Permit Regulations (314 CMR 21), the approval of a *De Minimis* Watershed Permit Exemption application suspends the requirements for-site septic system upgrades for Brewster's portion of the Bass River Watershed. Therefore, properties in this portion of the Town of Brewster will not be subject to the Title 5 upgrade and new construction requirements under 310 CMR 15.215(2)(a) and (b).

The Notice of Intent can be found on the Town of Brewster website at <https://www.brewster-ma.gov/town-projects/pages/integrated-water-resource-management-planning-implementation> and is also available in the Town Manager and Board of Health offices at Brewster Town Hall. Questions regarding the Town's plans for the development of the permit can be directed to Peter Lombardi, Town Manager at plombardi@brewster-ma.gov.

Horsley Witten Group

Sustainable Environmental Solutions

90 Route 6A, Unit 1 • Sandwich, MA • 02563

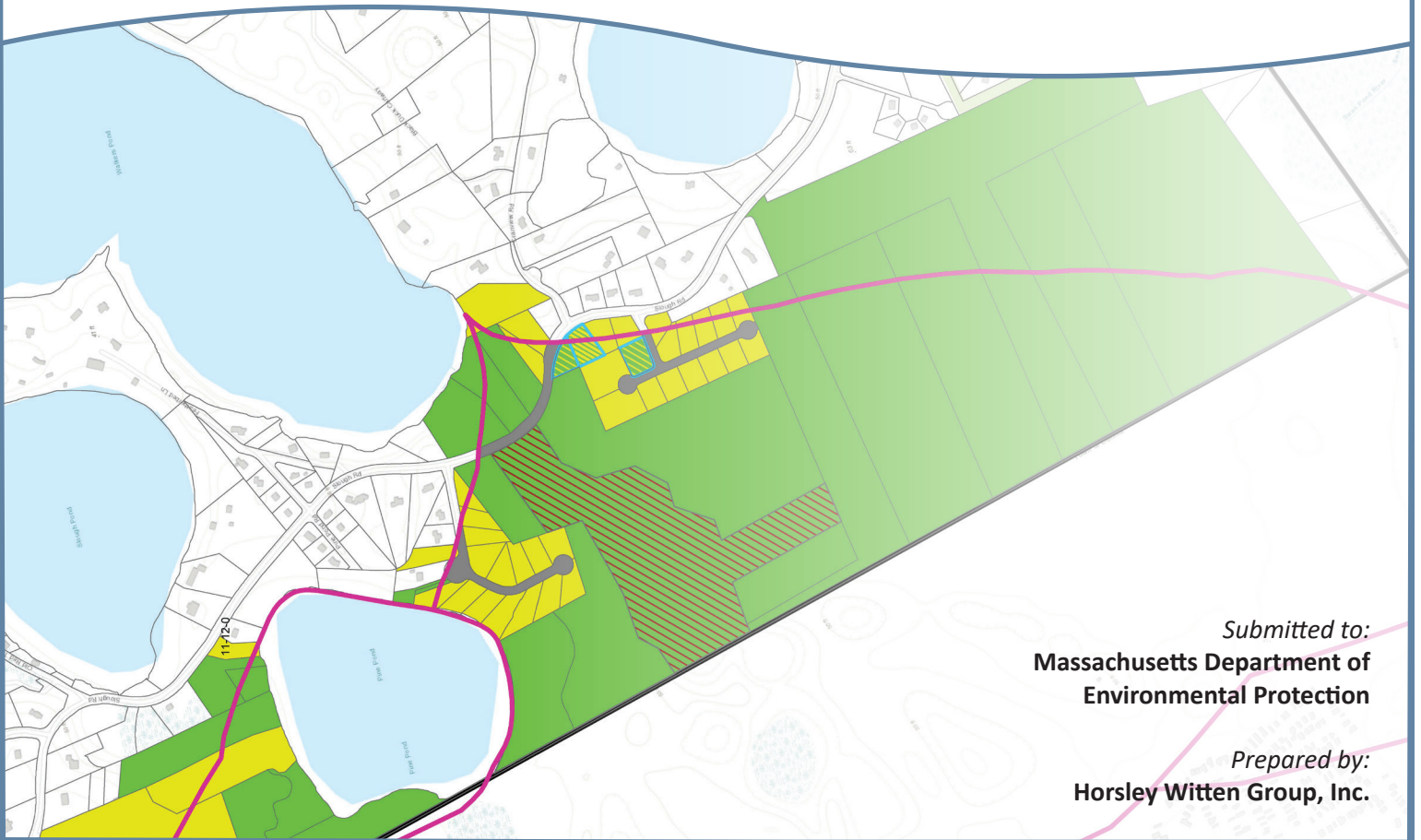
Phone - 508-833-6600 • Fax - 508-833-3150 • www.horsleywitten.com



De Minimis Nitrogen Load Exemption Application - Swan Pond River Watershed

Brewster, MA

April 10, 2024



Submitted to:
**Massachusetts Department of
Environmental Protection**

Prepared by:
Horsley Witten Group, Inc.

**De Minimis Nitrogen Load Exemption Application
Swan Pond River Watershed
Brewster, MA**

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Figure 2 – Brewster Parcels Within The Swan Pond River Watershed

Appendix A – Summary of Pine Pond Water Quality

**De Minimis Nitrogen Load Exemption Application
Swan Pond River Watershed
Brewster, MA**

Introduction

On behalf of the Town of Brewster, the Horsley Witten Group, Inc. (HW) is submitting this application for a *De Minimis* Nitrogen Load Exemption for the Town's portion of the Swan Pond River watershed (Figure 1). This application is being submitted according to the requirements provided in the Massachusetts Watershed Permit Regulations (314 CMR 21.12). The regulations allow this exemption if the Town can document that the baseline and updated nitrogen loads for the Town's portion of the watershed do not exceed 3% of the total controllable, attenuated nitrogen load for the entire Swan Pond River watershed (314 CMR 12.12(2)).

This assessment is based on the Massachusetts Estuaries Program (MEP) Report for the Swan Pond River watershed prepared by the University of Massachusetts Dartmouth School of Marine Science and Technology (SMAST, October 2012). This report documents the nitrogen loading factors used to calculate the nitrogen load from various sources in the watershed and provides the total baseline nitrogen load at the time of the report.

This application has been prepared as part of the Town's Integrated Water Resource Management Plan (IWRMP, HW, 2013) which is summarized below. Information on the specific Swan Pond River subwatersheds located in Brewster and their associated attenuation rates is then discussed. This is followed by a summary of the extent of development and the associated nitrogen loads for three scenarios:

- Baseline nitrogen load at the time of the MEP report (2012),
- The updated nitrogen load as of September 2023, and
- The nitrogen load associated with buildout conditions in the Town's portion of the watershed.

The information provided below demonstrates that the baseline nitrogen load for Brewster's portion of the Swan Pond River watershed is 0.65% of the total controllable load. The updated nitrogen load and the buildout controllable nitrogen load are 0.53% and 0.56% of the total controllable load respectively. These are both lower than the baseline load and significantly below the 3% exemption threshold.

Brewster's Integrated Water Resource Plan

Brewster completed its IWRMP in 2013 and it described the water quality issues associated with drinking water, coastal estuaries, and freshwater ponds. This plan was submitted to the Massachusetts Department of Environmental Protection (DEP) for review; however, DEP did not complete the review as there were no proposed actions that required a state permit to implement. Since then, the Town has worked to implement the recommendations in the report which include:

- Coordination with Chatham, Harwich, and Orleans on the Pleasant Bay watershed permit, including analysis of options to meet the Town's obligations for nitrogen removal in its portion of the watershed. This includes changes in fertilizer applications at the town-owned Captains Golf Course, which has achieved more than 50% of the nitrogen reduction goal the Town needs to meet for Pleasant Bay. It also involves development of a plan to meet the remaining nitrogen reduction goals including those associated with future, buildout development, potentially using a neighborhood wastewater system, innovative/alternative septic treatment systems or a nitrogen trade with another town.
- Ongoing projects to evaluate freshwater ponds and develop plans to protect and restore their water quality.
- Passage of a new stormwater management regulation to minimize water quality impacts to the Town's water resources.
- Upgrades to stormwater treatment facilities at town-owned landings on freshwater ponds and parking areas adjacent to town beaches.
- Updates to the Town's Water Quality Review bylaw which currently limits nutrient loading in Zone II wellhead protection areas and the Pleasant Bay watershed.

This information is provided to document the Town's water resource planning work for estuaries and for the Town's other important water resources as required in the Watershed Permit Regulations (314 CMR 21.2(a)).

Overview of Swan Pond River Watershed

The Swan Pond River is located along the western border of the Town of Dennis. It originates at Swan Pond and flows south into Nantucket Sound (Figure 1). The watershed is predominantly in Dennis with small areas located in Harwich along the western boundary of the watershed and in Brewster on the northern portion of the watershed. The land area in Brewster encompasses 162 acres or 6.8 % of the overall watershed (2,379 acres). The portion of the watershed in Brewster is located at the northern end of the overall watershed.

According to the SMAST Report, Brewster's land is located in three of the subwatersheds that comprise the overall Swan Pond River watershed. They are the Pine Pond, the NW Dennis Wells and the Swan Pond subwatersheds. Information on each subwatershed is provided below, including how nitrogen loads in Brewster's portion of them is reduced by attenuation and by how these watersheds also contribute a portion of their load to other watersheds, such that not all of it flows to the Swan Pond River.

Pine Pond

Pine Pond is located entirely in Brewster, along the border with the Town of Dennis (Figure 2). Pine Pond has good water quality as described in Appendix A. This is due in part to the limited number of septic systems within 300 feet of the upgradient side where groundwater flows towards the pond. The watershed to the pond is located in Brewster and Dennis. The Brewster portion comprises 41.7 acres. Groundwater and associated nitrogen load flow from the

watershed into Pine Pond. The flow through the pond reduces the overall load that can migrate to Swan Pond River through a process known as attenuation. According to the SMAST report, 50% of the nitrogen that originates in the Pine Pond subwatershed is attenuated in the pond, meaning only half of the nitrogen load flows into areas downgradient of the pond. As required under the watershed permit regulations, the attenuated load is used to evaluate the percentage of the nitrogen contribution from the Town's portion of the watershed. In addition, according to the SMAST report, 59% of the attenuated nitrogen load from the Pine Pond subwatershed enters the NW Dennis Wells subwatershed which then flows to both the Swan Pond River and Bass River watersheds as discussed below. The remaining 41% flows to the northeast towards Walkers Pond which then drains to Upper and Lower Mill Ponds before entering Stony Brook and flowing into Cape Cod Bay. This means that only 29.5% of the overall nitrogen load that originates in the Pine Pond subwatershed flows south with a portion of it entering the Swan Pond River estuary.

NW Dennis Wells Subwatershed

This subwatershed encompasses the land area from which groundwater flows to a series of public supply wells located in Dennis. The groundwater and associated nitrogen load in this subwatershed then migrates to both the Bass River and Swan Pond watersheds. The SMAST report documents that 70% of the overall nitrogen load that originates in the NW Dennis Wells subwatershed (or upgradient subwatersheds) flows into the Bass River watershed. Thirty percent of the load migrates to the Swan Pond River watershed. Therefore, the nitrogen loading impact from Brewster's portion of this subwatershed is reduced by 70%.

In summary, only 30% of the nitrogen load that originates in or migrates through the NW Dennis Wells subwatershed remains in the Swan Pond River Watershed. As discussed above, the nitrogen load from Pine Pond is reduced to 29.5% of the total load that originates in this subwatershed before it enters the NW Dennis Wells Subwatershed where the load is again reduced by 70%. These load reduction factors are factored into the nitrogen loading calculations used to document the controllable nitrogen load that originates in Brewster and flows to the Swan Pond River.

Swan Pond Subwatershed

A portion of one parcel in Brewster is also located in the portion of the Swan Pond subwatershed where the travel time through groundwater to Swan Pond is greater than ten years. It is labeled Swan Pond GT 10 in Figure 1. This parcel was undeveloped at the time of the initial SMAST report. Since then, the Town has protected this parcel to prohibit any future development. A portion of a second parcel is also located in this subwatershed, but it attributed to the NW Dennis Wells subwatershed in the SMAST report.

***De Minimis* Nitrogen Load Calculations for Pine Pond, NW Dennis Wells, and Swan Pond GT10 Subwatersheds**

The information documenting the fact that the overall, controllable nitrogen load from Brewster's portion of the Swan Pond River watershed is less than 3% is provided below. A

summary of the land use in Brewster is provided first, showing the level of development at the time of the Swan Pond River SMAST report. This is followed by an updated land use summary for 2023, used to calculate the updated nitrogen load as required by the regulations. An overview of the potential buildout development for Brewster is also provided.

The nitrogen loading calculations are then described, providing a summary of the nitrogen load factors related to each Brewster land use and the overall load by land use in each subwatershed. These loads are then adjusted based on the appropriate attenuation rate for Pine Pond and the percentages by which the load from the Pine Pond and NW Dennis Wells subwatersheds is split such that part flows to the Swan Pond River and part flows to another watershed. The final loads are used to calculate the percentage of the overall load to Swan Pond River that originates in Brewster.

Land Use Assessment

Brewster's baseline land use in the Pine Pond, NW Dennis Wells and Swan Pond GT 10 subwatersheds at the time of the SMAST report is shown on Figure 2. This figure also shows the changes in land use from the 2012 SMAST report to 2023 that were used to calculate the updated nitrogen load for these subwatersheds. Overall, the land use consists of residential properties, protected open space, a former cranberry bog, a religious facility, paved roadways, and undeveloped parcels that could potentially have a house built on them in the future. The land use data for the baseline conditions was taken from the SMAST spreadsheets used to calculate the overall Swan Pond River watershed nitrogen load, which were provided to HW by SMAST. This data, and the updated information of the 2023 and buildout development scenarios are summarized in a separate excel file that documents the land use assessment and nitrogen loading calculations used for this assessment (Swan Pond River Exemption Calculations.xlsx).

The updated land use data for 2023 was developed by comparing the 2011 SMAST land use information with the current, 2023 data available from the Town's Board of Assessors database. No new homes were built in the watershed during that timeframe. The only changes are related to the Town's acquisition and protection of three parcels for open space preservation. A conservation restriction was placed on lot 10-25-0 that prohibits any future use of fertilizers on the Sarabella Bog, eliminating a nitrogen load that was included in the baseline load (see Figure 2 for location). Two other parcels listed as developable in the SMAST baseline data (lots 9-15-0 and 8-4-0) are now owned by the Town of Brewster and have conservation restrictions prohibiting future development. These lots were both labeled as vacant land in the baseline load developed by SMAST so there is no increase in the updated or buildout load on these properties.

HW also analyzed the potential for additional development under buildout conditions. The entire watershed area in Brewster is zoned residential, with either a 100,000 square foot or 60,000 square foot minimum lot size required for each parcel. For the Pine Pond Subwatershed, all the properties are either protected open space or have an existing residence. The only exception is an existing church on the property at the northwest corner of the watershed (lot 3-

4-0). The four residential properties partially located in the northern portion of the subwatershed (Figure 2, lots 11-16-0, 12-1-0, 12-2-0, and 12-3-0) could potentially be subdivided based on the minimum lot size allowed under zoning. However, the current homes on these properties are located within the Pine Pond subwatershed and any additional homes would be built outside the watershed. For this reason, no additional development is expected in the Pine Pond Subwatershed.

For the NW Dennis Wells subwatershed, there are two residentially zoned parcels that are currently undeveloped as shown on Figure 2. These parcels are listed below with information on their development potential.

- Lot 10-18-0: This lot is owned by the Town of Brewster but there is no conservation restriction on the property. There could potentially be a house built on this property in the future.
- Lot 10-22-0: This lot could have a house built on it in the future as there are no development constraints on the property.

Overall, two of the undeveloped parcels in the NW Dennis Wells subwatershed could potentially have a new home built on them.

The one Brewster lot in the Swan Pond River watershed (Lot 8-4) was undeveloped at the time of the SMAST report. Following that, the property was permanently preserved by the Town of Brewster, so no additional development will occur on this parcel.

Finally, there is the potential for existing homes to be enlarged with one or more additional bedrooms but, based on the nitrogen loading calculations used in the SMAST report, no additional nitrogen load is assigned to this type of development. The SMAST report calculates the nitrogen load from a home based on the average water use per residence. It does not take into account the number of bedrooms on each parcel. The buildout calculations used by SMAST only involve the potential to subdivide a parcel if it can accommodate more than one home under the Town's zoning requirements.

If a house was enlarged, the nitrogen load is also limited under the Town's Water Quality Review Bylaw which requires a maximum nitrogen concentration of 5 mg/L in the mapped Zone II wellhead protection areas and the Pleasant Bay Watershed. The Pine Pond and NW Dennis Wells subwatersheds are located in mapped Zone II areas in Brewster, so development in these areas is subject to the Water Quality Review Bylaw. Therefore, if a new bedroom was added to a house, the property owner would have to prove the 5 mg/L standard would be met, and, if not, would have to install an I/A septic system or take other actions to reduce the overall load below the 5 mg/L threshold. Therefore, the potential new load from any increase in residential land use on a parcel would not likely result in an increase in the overall nitrogen load.

In summary, the land uses in Brewster's portion of the two subwatershed that are or will contribute to the controllable nitrogen load to the Swan Pond River are listed below.

	Baseline (2011)	Updated Load (2023)	Buildout
Developed Residential Lots	41	41	43
Religious Institutions	1	1	1
Cranberry Bogs	1	1	1

The major change between the baseline timeframe and the 2023 updated load timeframe is the cessation of fertilizer applications at the Sarabella bog on property owned by the Town. A conservation restriction on this parcel prohibits any future fertilizer applications. Therefore, the updated and buildout nitrogen loads are less than the baseline load documented in the SMAST report.

Nitrogen Loading Factors

HW used the nitrogen loading factors used in the SMAST report to calculate the controllable nitrogen load from the properties in Brewster and compare them to the total controllable nitrogen load throughout the Swan Pond River watershed. The controllable nitrogen load is defined in the watershed regulations as “the total nitrogen load from all controllable loads within the watershed that reaches the embayment or estuary (314 CMR 21.02). The controllable load therefore only includes nitrogen from wastewater discharges, fertilizer applications and runoff from impervious surfaces including roads, driveways, and roofs.

These nitrogen loading factors for these controllable loads are summarized in Table 1, and include the water use and nitrogen concentrations used to calculate wastewater loads, the fertilizer application and leaching rates for lawns, and the nitrogen concentrations and recharge rates for impervious surfaces. They also include the fertilizer application rates for the cranberry bog located within Brewster’s portion of the NW Dennis Wells subwatershed. SMAST did not include any cranberry bog areas in Brewster’s portion of the Pine Pond subwatershed. No changes in these nitrogen loading factors were made in the calculations to determine Brewster’s portion of the Swan Pond River controllable nitrogen load.

Brewster’s percentage of the overall load to Swan Pond River is based on the existing and future land uses in Brewster and the nitrogen loading factors shown on Table 2. It is also based on the total, controllable, attenuated load from the entire Swan Pond River watershed, which is 15,613 kg/year. The total controllable load for the watershed was calculated by subtracting the loads associated with natural areas and surface water bodies from the 15,956 kg/year overall load calculated by SMAST for the entire Swan Pond River watershed.

Table 1: Nitrogen Loading Factors To Calculate De Minimis Nitrogen Load

Residential Properties		
Wastewater Load		
	Effluent Nitrogen Conc.	26.25 mg/L
	Water Use	180 gpd/house
	Consumptive Water Use Factor	90%
Lawn Fertilizer Load		
	Lawn Area per Home	5,000 sq. ft
	Fertilizer Application Rate	1.08 lbs/1,000 sq.ft
	Leaching Rate	20%
	Percentage of Properties that Use Lawn Fertilizer	50%
Building Roof Load		
	Nitrogen Concentration	0.75 mg/L
	Roof Size	1,450 sq. ft
	Recharge Rate, Impervious Surfaces	40 in/year
Driveway Load		
	Nitrogen Concentration	1.5 mg/L
	Driveway Size	1,500 sq. ft
	Recharge Rate, Impervious Surfaces	40 in/year
Cranberry Bogs		
	Fertilizer Application Rate	0.716 lbs/1,000 sq. ft.
	Leaching Rate	66%
Paved Roads		
	Nitrogen Concentration	1.5 mg/L
	Driveway Size	1,500 sq. ft
	Recharge Rate, Impervious Surfaces	40 in/year
<i>The Nitrogen Loading Factors are taken from the MEP report for the Swan Pond River Watershed (SMAST October, 2012)</i>		

Brewster's Nitrogen Load Contribution to The Swan Pond River Watershed

HW calculated Brewster's nitrogen load to the Swan Pond River watershed using the summary nitrogen loading spreadsheet developed by SMAST. Specifically, the land use input worksheet from the file titled SwanPond_MEP_SummaryDEP.xls was used. It was modified to include only the nitrogen loads from properties in Brewster for the baseline conditions, and then updated for the minor changes in land use for the updated nitrogen load and the buildout scenario. The results of the calculations are summarized in Table 2 (below) and are based on the calculations provided in the separate Excel workbook submitted with this application (Swan Pond River Exemption Calculations.xlsx).

Table 2: Summary of Nitrogen Loading Calculations for Brewster’s Portion of the Swan Pond River Watershed

	Pine Pond Subwatershed		NW Dennis Wells Subwatershed Including Contribution from Pine Pond			Swan Pond River Subwatershed	Total
	Unattenuated Contribution (kg/yr)	Attenuated Load (kg/yr)	59% of Pine Pond Attenuated Load	Unattenuated Contribution (kg/yr)	Contribution to Swan Pond River	Unattenuated Contribution (kg/yr)	Attenuated Load (kg/yr)
Baseline Nitrogen Load		50%	59%		30%		
Wastewater	35.32	17.66	10.42	217.51	68.38	0.00	68.38
Lawn Fertilizer	2.94	1.47	0.87	17.64	5.55	0.00	5.55
Driveways and Roads	1.27	0.64	0.38	25.20	7.67	0.00	7.67
Roofs	0.62	0.31	0.18	3.70	1.16	0.00	1.16
Cranberry Bogs	0.00	0.00	0.00	63.54	19.06	0.00	19.06
Waterbodies	108.71	54.35	32.07	0.00	9.62	0.00	9.62
Natural Areas	3.29	1.65	0.97	22.00	6.89	0.25	7.14
Total Load From Brewster	152.14	76.07	44.88	349.58	118.34	0.25	118.59
Total Controllable Load	40.15	20.07	11.84	327.58	101.83	0.00	101.83
Total Controllable Load to Swan Pond River							15,613
Brewster's Controllable Percent Contribution							0.65%

	Pine Pond Subwatershed		NW Dennis Wells Subwatershed Including Contribution from Pine Pond			Swan Pond River	Total
	Unattenuated Contribution (kg/yr)	Attenuated Load (kg/yr)	59% of Pine Pond Attenuated Load	Unattenuated Contribution (kg/yr)	Contribution to Swan Pond River	Unattenuated Contribution (kg/yr)	Attenuated Load (kg/yr)
Updated (2023) Nitrogen Load		50%	59%		30%		
Wastewater	35.32	17.66	10.42	217.51	68.38	0.00	68.38
Lawn Fertilizer	2.94	1.47	0.87	17.64	5.55	0.00	5.55
Driveways and Roads	1.27	0.64	0.38	26.48	8.06	0.00	8.06
Roofs	0.62	0.31	0.18	3.70	1.16	0.00	1.16
Cranberry Bogs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Waterbodies	108.71	54.35	32.07	0.00	9.62	0.00	9.62
Natural Areas	3.29	1.65	0.97	21.96	6.88	0.25	7.13
Total Load From Brewster	152.14	76.07	44.88	287.27	99.65	0.25	99.90
Total Controllable Load	40.15	20.07	11.84	265.32	83.15	0.00	83.15
Total Controllable Load to Swan Pond River							15,613
Brewster's Controllable Percent Contribution							0.53%

	Pine Pond Subwatershed		NW Dennis Wells Subwatershed Including Contribution from Pine Pond			Swan Pond River	Total
	Unattenuated Contribution (kg/yr)	Attenuated Load (kg/yr)	59% of Pine Pond Attenuated Load	Unattenuated Contribution (kg/yr)	Contribution to Swan Pond River	Unattenuated Contribution (kg/yr)	Attenuated Load (kg/yr)
Buildout Nitrogen Load		50%	59%		30%		
Wastewater	35.32	17.66	10.42	229.28	71.91	0.00	71.91
Lawn Fertilizer	2.94	1.47	0.87	18.62	5.84	0.00	5.84
Driveways and Roads	1.27	0.64	0.38	29.02	8.82	0.00	8.82
Roofs	0.62	0.31	0.18	3.90	1.22	0.00	1.22
Cranberry Bogs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Waterbodies	108.71	54.35	32.07	0.00	9.62	0.00	9.62
Natural Areas	3.29	1.65	0.97	21.81	6.84	0.25	7.09
Total Load From Brewster	152.14	76.07	44.88	302.64	104.26	0.25	104.51
Total Controllable Load	40.15	20.07	11.84	280.82	87.80	0.00	87.80
Total Controllable Load to Swan Pond River							15,613
Brewster's Controllable Percent Contribution							0.56%

The overall, attenuated nitrogen load originating from Brewster under the baseline, 2012 land use conditions is 119 kg/N per year. This is 0.65% of the total attenuated load to the watershed. The calculations include the 50% attenuation rate associated with Pine Pond and the 59% contribution from Pine Pond to the NW Dennis Wells subwatershed. It also includes the 30% contribution of nitrogen to Swan Pond River from the NW Dennis Wells subwatershed.

Overall, the total baseline nitrogen load from the Pine Pond subwatershed is 40.15 kg/yr (Table 2). Because the load entering the pond is attenuated by 50%, the load is reduced to 20.7 kg/yr. Then only 59% (or 11.8 kg/yr.) of the load continues to migrate to the NW Dennis Wells subwatershed with the rest flowing to the northeast towards Cape Cod Bay. Then 30% of the load from the NW Dennis Wells subwatershed flows to the Swan Pond River. Therefore, the overall attenuated load from Pine Pond that travels to Swan Pond River is 3.5 kg/year.

The updated nitrogen load using 2023 land use data shows that Brewster's contribution is currently 100 kg/yr. or 0.53% of the total load. The reduction in nitrogen load from the baseline to the updated nitrogen load scenarios is due to the placement of a conservation restriction on the town owned parcel that contains the Sarabella cranberry bog. The restrictions include a provision that no fertilizers can be used on the bog, lowering the load from this parcel by 63.5 kg/year.

Under buildout conditions, the potential construction of two additional homes on currently undeveloped parcels could increase the nitrogen load by approximately 10 kg/yr. Therefore, taking into account the 30% contribution from the NW Dennis Wells subwatershed, the controllable buildout load from Brewster is 105 kg/yr. or 0.56% of the nitrogen load to Swan Pond River. This buildout load is still below the baseline load documented in the SMAST report because the new load is offset by the restrictions on fertilizer applications to the Sarabella cranberry bog.

Each of these scenarios documents that Brewster's contribution to the Swan Pond River watershed is significantly below the 3% threshold that must be met to receive a *De Minimis* Nitrogen Load Exemption under the state's new watershed permit regulations. Therefore, The Town of Brewster requests that DEP approve this application such that a watershed permit will not need to be filed for this watershed, and that the upgrade requirements for septic systems in this watershed included in the new Title 5 regulations (314 CMR 15.215) will be suspended.

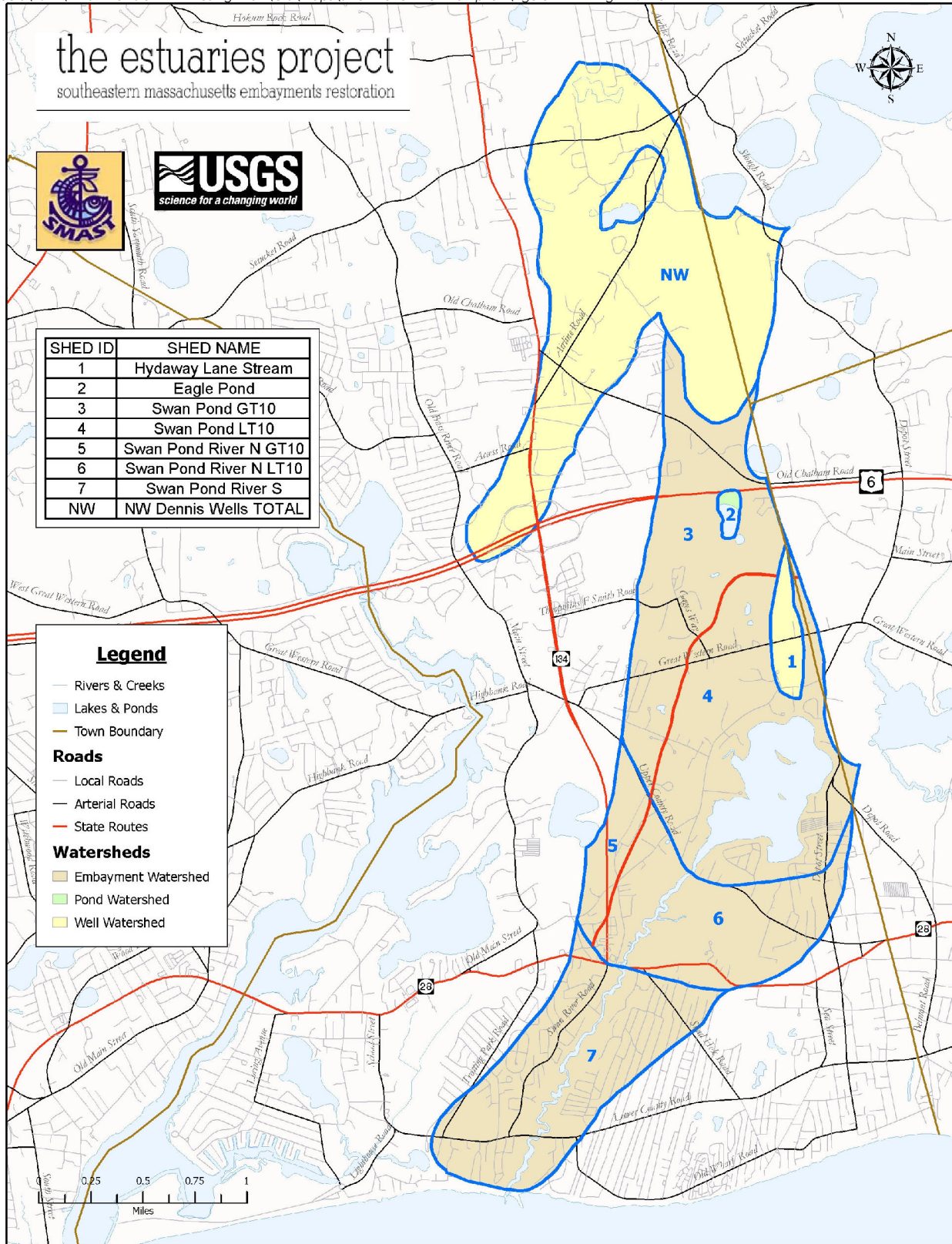
The Town will publish a notice of this exemption request in the Environmental Monitor within 28 days of when it is submitted to DEP and will meet the public notice requirements for Environmental Justice Populations as required under the regulations (314 CMR 21.12 (1)). Copies of the public notifications will be provided to DEP when they are available.

References

Horsley Witten Group, Inc. 2013 Integrated Water Resource Management Plan, Town of Brewster, Massachusetts.

University of Massachusetts School of Marine Science and Technology, October 2012. Linked Watershed-Embayment Model to Determine Critical Nitrogen Loading Thresholds for the Swan Pond River Embayment System. Town of Dennis, Massachusetts.

Path: H:\Projects\2011\11109 Brewster IntWtrResMgt Plan\GIS\Maps\Swan Pond River Exemption\Figure 1 - MEP fig III-1.mxd

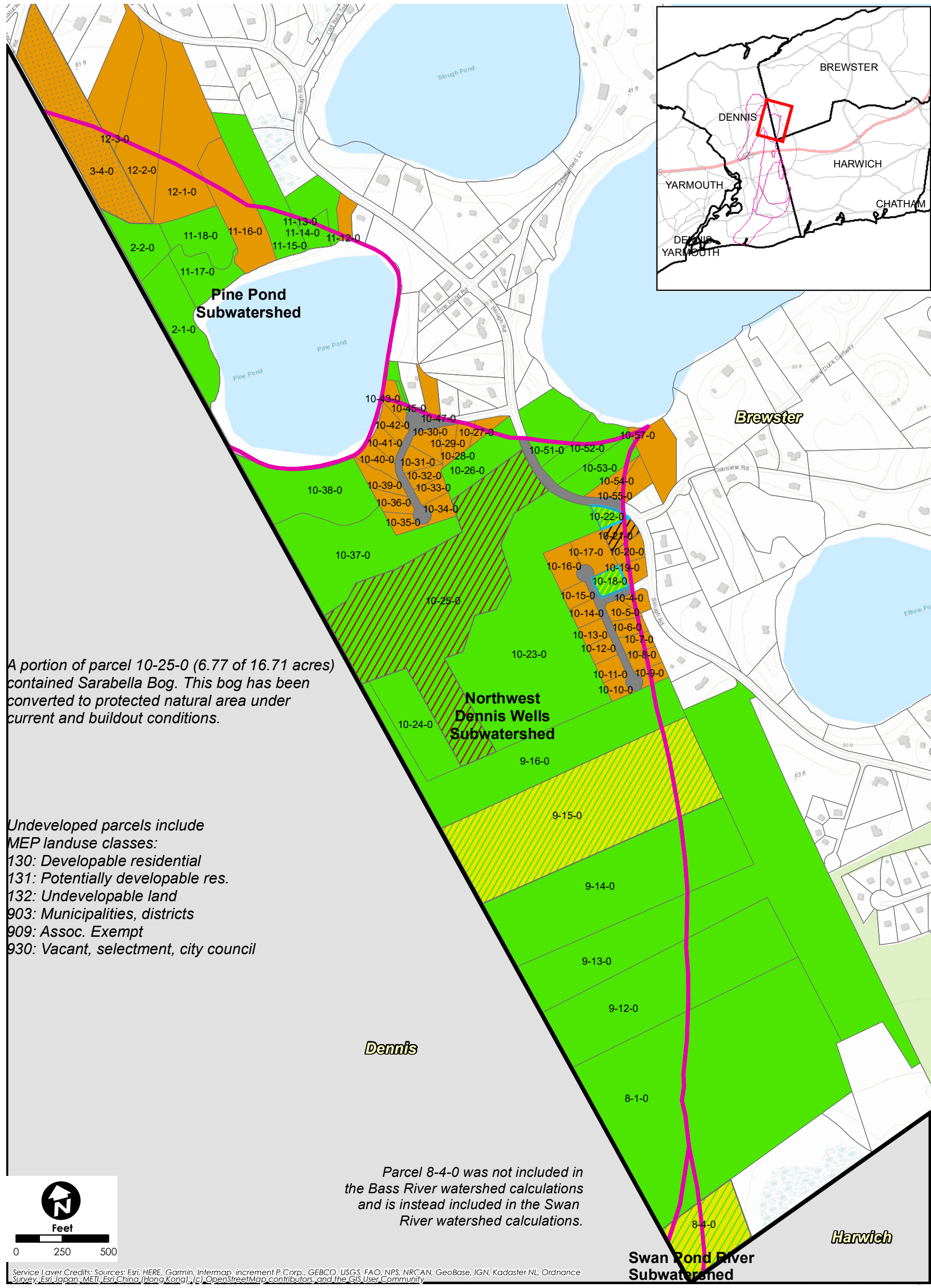


Date: 11/29/2023

Data Sources: Bureau of Geographic Information (MassGIS), ESRI

This map is for informational purposes and may not be suitable for legal, engineering, or surveying purposes.

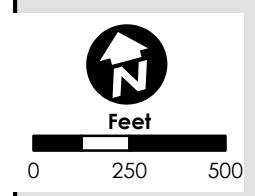
Figure III-1 from "Howes B., Eichner, H. Ruthven, R. Samimy, D. Schlezinger, and J. S. Ramsey (2011). Massachusetts Estuaries Project Linked Watershed-Embayment Modeling Approach to Determine Critical Nitrogen Loading Thresholds for the Swan Pond River Embayment System, Town of Dennis, MA Massachusetts Department of Environmental Protection. Boston, MA."



A portion of parcel 10-25-0 (6.77 of 16.71 acres) contained Sarabella Bog. This bog has been converted to protected natural area under current and buildout conditions.

Undeveloped parcels include MEP landuse classes:
 130: Developable residential
 131: Potentially developable res.
 132: Undevelopable land
 903: Municipalities, districts
 909: Assoc. Exempt
 930: Vacant, selectment, city council

Parcel 8-4-0 was not included in the Bass River watershed calculations and is instead included in the Swan River watershed calculations.



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Date: 12/3/2023	Unchanged Parcels	Updated Parcels	Swan Pond River Subwatersheds
Data Sources: Bureau of Geographic Information (MassGIS), ESRI	Residential	Undeveloped, buildout residential	Brewster Tax Parcels
<i>This map is for informational purposes and may not be suitable for legal, engineering, or surveying purposes.</i>	Church	Undeveloped and buildable, now protected	Municipal Boundary
	Road right-of-way	Undeveloped, now protected	
	Accessory building		

Appendix A Summary of Pine Pond Water Quality

As requested by DEP in their review of the initial watershed permit exemption application, the Town has prepared the following summary of the potential sources of nitrogen and phosphorus in the contributing watershed to Pine Pond, and the water quality in the Pond from testing conducted since 2001.

Pine Pond is a great pond with a maximum depth of approximately 18 feet and surface area of 24.2 acres. As shown on Figure 2 in the application there are two developed properties in the upgradient watershed where groundwater flows into the pond. The watershed boundary on one of these lots (Lot 11-12-0) is very close to the pond shore. Therefore, while the septic system on this lot may be within 300 feet of the pond, the groundwater in this area likely flows to the northeast, away from Pine Pond. Therefore, there is only one septic system within 300 feet of the upgradient side of the pond that could potentially contribute phosphorus to the pond.

Under the Pond and Lake Stewardship (PALS) program, water quality sampling has been performed between 2001-2023 and will continue in the future. For most sampling years, both spring and fall samples were collected. The sampling site has an average depth of 16-17 feet, suggesting that a full water column profile was obtained. Mean Secchi Depth during the sampling period was 4.9 meters for a % Secchi depth of 87.5%. Bottom anoxia was not observed in any sampling year. Mean fall surface chlorophyll-a was 2.7 ug/L, giving a Carlson Trophic Status Index of approximately 42, in the mesotrophic range. In addition, between 2019-2023, Pine Pond was regularly monitored for the presence of bloom-forming cyanobacteria. No samples demonstrated excess cyanobacteria biomass during this timeframe.

The mean Total Nitrogen concentration over time from the PALS data is 0.4 mg/L which is at or below the Subcoregion 84 Reference Threshold of 0.41 mg/L. Evaluating the nitrogen and phosphorus data, the mean Redfield Ratio (N:P) was 67, indicating that the pond is phosphorus limited.

Based on this monitoring data, there do not appear to be significant impacts from septic system effluent, stormwater runoff or lawn fertilizers to Pine Pond. The absence of diazotrophic cyanobacteria suggests that there are no excess biotic nitrogen contributions.

Chapter 75
of the Acts of 2024

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-Third General Court

AN ACT AUTHORIZING THE TOWN OF BREWSTER TO TRANSFER A CERTAIN PARCEL OF RECREATION LAND KNOWN AS WING'S ISLAND FROM THE SELECT BOARD TO THE CONSERVATION COMMISSION FOR CONSERVATION AND OPEN SPACE PURPOSES.

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

SECTION 1. Notwithstanding any general or special law to the contrary, but subject to section 15A of chapter 40 of the General Laws, the town of Brewster may transfer a certain parcel of land known as Wing's Island, which is currently under the care, custody and control of the select board for public bathing and recreation purposes, to the care, custody and control of the conservation commission for conservation and open space purposes including but not be limited to, public bathing. The parcel of land was acquired by the town of Brewster pursuant to an order of taking dated July 14, 1961 for a public bathing beach and recreation area as described in a deed recorded in the Barnstable registry of deeds in book 1123, page 170.

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

House of Representatives, April 3, 2024.

Passed to be enacted,

Robert H. ..., Speaker.

In Senate, April 11, 2024.

Passed to be enacted,

Christopher ..., President.

April 17, 2024.

Approved,

at 11 o'clock and 42 minutes, A. M.

M. F. Healy Governor.

Consent Agenda Cover Page

April 23, 2024

a. Reappointment to Barnstable County HOME Consortium Advisory Council: Donna Kalinick

The Barnstable County HOME Program Manager is requesting that Donna Kalinick be reappointed as Brewster's alternate representative member. Ms. Kalinick's current term will expire on June 30, 2024. The new one-year term will run through June 30, 2025.

Administrative Recommendation:

We recommend the Select Board approve the re-appointment.

b. Facility Use Applications: Resident Anna Delude

Resident Anna Delude is requesting use of the gazebo at Drummer Boy Park to host a small children's birthday celebration on Saturday May 4, 2024, from 930am until 1pm.

The application was shared with department heads for their feedback and there are no concerns with the application.

Administrative Recommendation:

We recommend the Select Board approve the facility use application.

c. Temporary Closure of Long Pond Landing (May 6 to May 10)

The Long Pond Boat Ramp and Landing Renovation project is substantially complete. The contractor, Speakman Excavating, will be returning to the site from May 6th to 10th to finish punch list items and complete additional work on the ramp. We request that the landing be closed during this time frame since heavy equipment will be in use.

Administrative Recommendation:

We recommend the Select Board approve the temporary closure of Long Pond Landing.

d. Temporary Closure of Brewster Dog Park (May 19)

The Friends of Brewster Dog Park will be offering an educational event on May 19th from 1:00 to 2:30pm. During this time, the Dog Park will be closed for general use.

Administrative Recommendation:

We recommend the Select Board approve the temporary closure of the Brewster Dog Park.

e. Update Building Department Fee Schedule

The Acting Building Commissioner is recommending some adjustments to the current Building Department Fee Schedule for permits related to decks, ADU's and Energy Storage Systems.

Administrative Recommendation:

We recommend the Select Board approve the requested fee changes.

f. Fee Waiver Request: Ruck4Hit Cape Cod and Brewster Conservation Trust

The Select Board approved an event notification form at their meeting on April 8, 2024, to allow Heros in Transition Inc. to pass through Town for their Ruck Relay event on Friday April 26th and Saturday April 27th. For this event, there will be temporary signs placed at 3 locations, the Recycling Center, Town Hall, and Crosby Lane for the van exchange. The organization has completed the process for permission through the Building Department and is requesting a waiver of the permit fees in the amount of \$15.

The Brewster Conservation Trust is requesting an application fee waiver of \$300 for the application for endorsement of a plan believed not to require approval (ANR) for the property located at 3571 Main Street, also known as the former Washington Chase Bogs. Brewster Conservation Trust is scheduled to present the proposed subdivision of the property before the Planning Board on April 24, 2024.

Administrative Recommendation:

We recommend the Select Board approve the fee waiver requests.

g. Declare Surplus Property

The Public Works Department requests that their 1999 Gravely Brush Cutter be declared surplus property.

Administrative Recommendation:

We recommend the Select Board approve this request.

h. One Day Liquor License

The Cape Cod Museum of Natural History is requesting a one-day liquor license for a volunteer appreciation picnic on May 20th from 4 to 6pm. The application was distributed to various department heads for comment and there were no concerns.

Administrative Recommendation:

We recommend the Select Board approve the one-day liquor license request.

i. Request for Donation: Brewster Conservation Trust

The Brewster Conservation Trust recently built an outdoor classroom at the Eddy Sister's property where the Community Gardens are also located and managed through the Council on Aging. The request is for \$1,000 to come from the Community Garden revolving account.

Administrative Recommendation:

We recommend the Select Board approve the donation request.

j. Housing Choice Designation Application

The 2024 Housing Choice Designation Application is due on April 26th. The Housing Office has prepared a draft application to be submitted to the Executive Office of Housing and Livable Communities which requires the signature of the Chair of the Select Board. Brewster has worked diligently on its' housing program and hopes to be designated as a Housing Choice Community, opening grant and other housing opportunities to the Town.

Administrative Recommendation:

We recommend the Select Board authorize the Chair to sign the application.



Barnstable County

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

Department of Human Services

Joseph R. Pacheco
Director

Mandi Speakman
Deputy Director

April 9, 2024

Via email only: plombardi@brewster-ma.gov

Select Board, Town of Brewster
c/o Peter Lombardi, Town Administrator
2198 Main Street
Brewster, MA 02631

RE: Barnstable County HOME Consortium Advisory Council

Dear Select Board:

I am writing to inform you that the term of Brewster's alternate representative member, Donna Kalinick, expires on June 30, 2024. Donna has expressed an interest in continuing on as Brewster's alternate member representative. Therefore, we respectfully request that the Select Board reappoint Donna Kalinick as alternate representative member to the Barnstable County HOME Consortium Advisory Council for **a one-year term to run through June 30, 2025**.

Barnstable County appreciates the Town of Brewster's support of this regional council. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Renie Hamman, HOME Program Manager
Renie.hamman@barnstablecounty.org
508-375-6622

cc: Erika Mawn, Jill Scalise, and Donna Kalinick via email only

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: Private birthday party (kids)

LOCAL SPONSORING ORGANIZATION: _____

AREA OR FACILITIES NEEDED: Gatebo at Drummer Bay Park,
some use of walking track (non-obstructing decorations)

DATE OR DATES REQUESTED: May 4th (Saturday)

TIME IN: 9:30 AM TIME OUT: 1 PM (INCLUDING PREPARATION & DISMANTLING)

PURPOSE OF FACILITY USE: birthday celebration

NATURE OF ACTIVITY TO TAKE PLACE: as above

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: 20

ANY SPECIAL EQUIPMENT NEEDED?: No

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

MAILING ADDRESS: Anna DeLuca
170 Great Western Rd Harwich MA 02645

TELEPHONE NUMBER: _____

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

Signature: Anna DeLuca

Telephone: 774-722-2326



Town of Brewster

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

Office of:
Select Board
Town Manager

TO: Select Board
FROM: Donna Kalinick, Assistant Town Manager
CC: Peter Lombardi- Town Manager; Griffin Ryder-Public Work Director, Chris Miller-Natural Resources Director
RE: Long Pond Town Landing Temporary Closure
DATE: 4/17/2024

The Long Pond Town Landing project is substantially complete. Improved safe boat access, parking and circulation and vista enhancement are all elements of the project. The Landing was closed from September 5th through December 31st with the understanding that an additional temporary closure might be required in the spring. Our Contractor, Speakman Excavating will be onsite from May 6th through 10th, completing punch list items and additional work on the ramp. Chris Miller, Natural Resources Director and Griffin Ryder, Public Works Director are continuing to oversee the project, along with the engineering firm, Horsley Witten.

The improved landing and boat ramp will be fully open for the summer 2024 season.

Donna Kalinick

From: Carmen Scherzo <cssboh2017@gmail.com>
Sent: Friday, April 19, 2024 10:17 AM
To: Peter Lombardi
Subject: Re: FBDP Educational Event

Hi Peter,

I don't think we have enough time to advertise an April 28, 2024, educational event. I just spoke to Rick Alto and we would like to change the date Sunday, May 19, 2024. Please request the Select Board approval of closure on that date.

This would be a one-time event and would be free.

Thank you for all you do for BDP,
Carmen

On Fri, Apr 19, 2024 at 9:55 AM Peter Lombardi <plombardi@brewster-ma.gov> wrote:

Hi Carmen,

The Select Board would have to approve this closure of a public park for this purpose. They are meeting next Tuesday and we are posting their agenda today. Would this be a regular occurrence going forward or a one-time event? Would it be free?

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: Carmen Scherzo <cssboh2017@gmail.com>
Sent: Friday, April 19, 2024 9:48 AM
To: Peter Lombardi <plombardi@brewster-ma.gov>
Subject: Re: FBDP Educational Event

Hi Peter,

Second request: Is this an option? We don't have a lot of time to advertise the event.

Thanks,

Carmen

On Thu, Apr 18, 2024 at 7:28 AM Carmen Scherzo <cssboh2017@gmail.com> wrote:

Good morning, Peter,

FBDP Board met last night.

Our recent survey indicated that patrons of BDP wanted an Educational Event at a different time, not after BDP was closed for maintenance on the last Thursday of the month.

Can we close and have exclusive use of the Small Dog Area only for an Educational Event presented by Rick Alto on Sunday, April 28, 2024, from 1:00 PM to 2:30 PM?

Let me know,

Carmen

Archived: Tuesday, April 9, 2024 2:25:31 PM

From: [Richard Leibowitz](#)

Sent: Wed, 6 Mar 2024 19:24:33

To: [Peter Lombardi](#)

Cc: [Victor Staley](#) [Thomas Delaney](#)

Subject: Building Department Fee's

Importance: Normal

Sensitivity: None

Peter, The building department would like to change the Deck resurfacing express permit to a regular full building permit to avoid structural complications when work goes beyond surfacing alone.

Also, the Building Department Fee schedule does not list (ESS's) Energy storage systems. I would ask for a fee of \$75 for residential 1 and 2 family dwellings or townhouses units.

We haven't seen Commercial applications for ESS's at this time and would like to wait to see what regulation apply based on Aggregate Capacity of Kwh before we assign a price.

Respectfully,

Richard Leibowitz
Acting Building Commissioner

Archived: Tuesday, April 9, 2024 2:25:18 PM

From: [Victor Staley](#)

Mail received time: Wed, 3 Apr 2024 20:21:03

Sent: Wed, 3 Apr 2024 20:21:00

To: [Richard Leibowitz](#)

Cc: [Erika Glidden](#) [Peter Lombardi](#) [Jonathon Idman](#)

Subject: ADU registration

Importance: Normal

Sensitivity: None

Hi Richard,

I agree that the Building Department should establish a registration for Accessory Dwelling Units (ADUs). Jon created a registration form which I can work on a little more to make sure that it touches all of the points necessary for an ADU to be recognized and possibly tracked over the years.

I believe that a \$50.00 fee would be sufficient for processing by the Building Department. I suspect that this registration can be accommodated by our permit software. The registration is a one-time deal and different from the annual reporting of the owner of the rental of an ADU. So, if you think that this is okay then you can let Peter know of a Building Department fee schedule change of adding the line item for "ADU Registration".....\$50.00.

Thank you,

Victor

Town of Brewster - Building Department Fees

(Proposed April 2024)

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

\$25.00 Deposit Required for Each Building Permit Application

Abbreviations: Square Foot = SF; Per Square Foot = PSF

Base (Minimum Required) Building Permit Fee	\$100.00
All New Construction, Additions, Alterations >150 Square Feet	\$0.70 per SF
Fireplace/Chimney (No Fee if included with new dwelling permit)	\$50.00
Mechanical/Sheet Metal (No Fee if included with new dwelling permit)	\$50.00
Deck Resurfacing only (no frame or railing work)	\$50.00
Pool (above and below ground)	\$100.00
Energy Storage Systems	\$75.00
Accessory Dwelling Unit (ADU) Registration	\$50.00
Change of Use/Establishment of Home Occupation	\$50.00
Demolition (any structure >200 SF, detached or attached)	\$100.00

Express Permits - Roof, Siding, Window, Door repair or replacement, ~~Deck resurfacing~~
~~Only (No frame or railing work)~~, Insulation/Weatherization Only (No HVAC/Duct work)

Fee is per category and per structure and/or dwelling unit \$50.00

Wood, Coal, Pellet Stove	\$75.00
PV Solar Panel Array – (Roof-Mounted)	\$75.00
PV Solar Panel Array – (Ground-Mounted)	\$100.00
Alarm System	\$50.00

Residential Zoning Permits

Shed Registration (up to 120 Square Feet)	\$50.00
Accessory Structure Registration (120 to 200 Square Feet)	\$75.00
Sign Permits	
Up to 4 Square Feet	\$20.00
Over 4 Square Feet	\$30.00
Temporary Sign Permit (per sign)	\$ 5.00

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

\$50.00 Deposit Required for Each Non-Residential Building Permit Application

*Use and Occupancy Groups as defined in Sec. 302 in the 10th Edition of the International Building Code

Base (Minimum Required) Permit Fee	\$125.00
All New Construction, Additions, Alterations >100 Square Feet	Base Fee plus .75 per SF

Express Permits - Roof, Siding, Window, Door repair or replacement, Deck resurfacing
 (No frame or railing work), Insulation/Weatherization (No HVAC/Duct work)

(NOTE: Commercial Express Permits are not eligible for Homeowner Exemption)

Fee is per category and per structure and/or dwelling unit \$100.00

Demolition ((any structure >125 SF, detached or attached)	\$150.00
Change of Use	\$100.00
Mechanical, Sheet Metal/Flue (per unit)	\$125.00
PV Solar Panel Array (Roof or Ground Mounted)	\$100. plus \$2. per panel
Alarm System	\$100.00
Annual or Periodic 110 Safety Inspection	\$50.00

MISCELLANEOUS FEES

Minor Stormwater Permit	\$50.00
Major Stormwater Permit	\$100.00
Temporary Construction Trailers, Storage Containers	\$125.00
Temporary Tent Permit (400 Square Feet or larger)	\$40.00
Retaining wall per 100 linear feet (over 4 feet of unbalanced fill)	\$40.00
Trench Permit (Pursuant to MGL 82A & 520 CMR 7)	\$40.00
First Reinspection Fee	\$75.00
Second and Subsequent Reinspection Fees	\$125.00
Copies: Large Format Plan (Per Page)	\$5.00

General Conditions

1. For all permit types, please register and apply online through the Brewster Online Permit Portal at: <https://brewsterma.viewpointcloud.com/>
2. Incomplete Building Permit Applications will be denied after 30 days once the applicant has been informed of additional permit requirements.
3. Building and Zoning Permits listed above are **exclusive** of other permits that may be required for a given project such as ZBA Special Permits, Old King's Highway Historic District, Wiring, Plumbing, Gas, or Septic.
4. All permit application fees will be doubled if work is commenced prior to obtaining a permit except where allowed by code.
5. All calculated fees will be rounded to the next highest dollar.
6. Reinspection fees may be charged for each additional inspection if during a requested inspection the work is found to be non-compliant, incomplete, the premises locked or inaccessible, if the scope of the permitted work has been exceeded or if the requested inspection fails. Reinspection fees as noted on this schedule **are due prior** to reinspection.
7. Permit fees and deposits are non-refundable.
8. Permit fees for unusual or special conditions not itemized herein will be determined by the Building Commissioner.
9. All official research requests should be submitted through the Brewster Town Clerk's office.
10. The Brewster Building Department is unable to determine the buildability of any given lot without receipt of a completed building permit application.

If you are unsure of permitting requirements, or if you require assistance in using the online permitting system, please contact the Building Department PRIOR TO THE START of any work for which a permit may be required.

Brewster Building Department
2198 Main Street, Brewster, MA 02631 (508) 896-3701 x1125
building@brewster-ma.gov

Open to the public Monday-Thursday 8:30 am to 4:00 pm, and by appointment on Fridays

Visit <https://brewsterma.viewpointcloud.com/> for more information about who is qualified to register as a permit applicant, becoming a registered user, or the application process itself.



HEROES IN TRANSITION, INC.
ASSISTING VETERANS AND MILITARY FAMILIES

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

April 12, 2024

To Whom It May Concern,

On behalf of all of us at Heroes In Transition, thank you for your support of our Annual Ruck4HIT relay. I am writing today to request a fee waiver of \$15 for our signs that will be at the exchanges in the town from April 25-27. We appreciate your consideration in this matter.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Spencer".

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



BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631
www.brewsterconservationtrust.org

10 April 2024

Ned Chatelain, Chair
Town of Brewster
Select Board
2198 Main Street
Brewster, MA 02631

Re: Requested Waiver of Application Fees

Dear Mr. Chatelain,

On behalf of the Brewster Conservation Trust (BCT), I respectfully request a waiver of the \$300 application fee associated with the application for endorsement of plan believed not to require approval (ANR) for the properties associated with 3571 Main Street (Assessor's Map 114, Lot 60; Map 126, Lots 4,5,9), better known as the former Washington Chase Bogs.

The proposed subdivision will designate or define two specific lots. The first lot, containing the retired cranberry bogs, will be 12.36-acres and be designated as conservation land. This parcel will be known as the Chase Bogs and protect some very valuable habitat and provide passive recreational activities for residents. The second lot will be a 1.56-acre house lot, which we are partnering with Habitat for Humanity to add two additional single-family dwellings. We are very excited about this project and what it will mean to the Town of Brewster and its residents.

We are scheduled to be heard at the April 24, 2024 Planning Board meeting and would appreciate it if you could please add this to your Action Items for the next available Select Board meeting date. If you need any further information, please let me know.

Sincerely,

Amy Henderson
Executive Director

Cc: Brewster Planning Board

Donna Kalinick

From: Mike Richards
Sent: Tuesday, April 16, 2024 11:00 AM
To: Erika Mawn
Cc: Donna Kalinick
Subject: Surplus

Hi Erika,

Could you please add the following item to an upcoming Selectboard agenda for the surplus and auction on Gov Deals?

1999
Gravely
Brush Cutter
Formerly of the DPW this unit has been phased out of service and replaced by newer more modern equipment.

Thank you

Mike Richards
Master Mechanic

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





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 FOR
 ONE-DAY LIQUOR LICENSE**

Application Fee: \$35.00

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/Responsible Party:	Cape Cod Museum of Natural History
Applicant's Address:	809 Main Street Brewster MA 02631
Telephone # and Email Address:	508 896 3867 bknoos@cemnh.org

Section 2: Event Information

Type of Event:	Volunteer Appreciation Picnic
Location of Event:	Museum
Date of Event & Proposed Times:	Monday May 20, 2024 4-6 PM
Type of Liquor to be served (wines and/or malt beverages to any enterprise, all alcoholic beverages to non-profit organizations only):	Beer & wine
Number of attendees anticipated:	100-125

Section 3: Server Information:

Server name, address, and phone #:	Jerry Fitton 809 Main Street 508 896 3867
Has the server provided fingerprints to the Brewster Police Department in the last 3 years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
*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.

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

Applicant Signature: Barbara Knoss Date: 4/15/2024



BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631
www.brewsterconservationtrust.org

10 April 2024

Ned Chatelain, Chair
Town of Brewster
Select Board
2198 Main Street
Brewster, MA 02631

Re: Requested for donation

Dear Mr. Chatelain,

While the Brewster Conservation Trust (BCT) focuses a lot on the acquisition and protection of open space in perpetuity, I am writing to you today regarding the new Outdoor Classroom at the Eddy Sister's property, which also hosts the community garden on Lower Road. We hope that the Select Board will consider a donation of \$1000 from the Community Garden's revolving account to support this project.

Born from the needs and ideas of all the groups that use the Eddy Sister's Property, the classroom was designed and developed as a place to build community and offer educational programming related to the natural world. And of course, will offer a little respite and protection from the summer sun for all the community gardeners.

As you may know, this property is one of BCT's signature properties, and was acquired by BCT as a donation by sisters Ruth and Mary Louise Eddy, both of whom were actively involved in service to the town of Brewster and founding BCT trustees. BCT is committed to honoring the sisters' legacy and generosity by preserving the historical significance of the land, its notable conservation value, and its public accessibility.

We look forward to all the future educational and outreach programming that will take advantage of the shelter offered by the outdoor classroom.

Thank you for your consideration. If you need any further information, please let me know.

In appreciation,

Amy Henderson
Executive Director



Welcome to the 2024 Housing Choice Designation Application

The Housing Choice Community (HCC) designation has been in place for 6 years and is part of the Housing Choice Initiative. The designation period lasts for 5 years. New designees in 2024 will remain designated until 2029. This designation application will continue to open in the beginning of each year to allow municipalities to apply for designation.

Currently designated communities, whose designation does not expire in 2024, do not need to apply until the year of their designation expiration. Verify your community's designation period at [Housing Choice Designation | Mass.gov](#)

To complete this application, you will need information about your community's total year-round housing units from the 2020 Census and the cumulative net increase in year-round housing units from January 1, 2019, through December 31, 2023 (referred to below as "additional" units). You may use either **A) BUILDING PERMIT** data from the US Census Building Permit Survey **or B) BUILDING PERMIT** records from your municipality as the primary source to document net new housing units in your community. The application must be e-signed and certified by your local Building Official as to the accuracy of the additional unit information. The Chief Executive Officer must also e-sign and certify the application.

This application CAN be saved, and you may save your work and return to the form later. IF you use the "Save and Resume" feature, please note that uploaded files will not be saved. Please gather and keep files needed for uploading and only upload them when you are ready to hit the "SUBMIT" button at the END of the application. If you are qualifying based on an increase of 300 units/3% increase in year-round housing stock, you will also need to document your municipalities Best Practices related to housing. Please be sure to upload all documentation needed to demonstrate these best practices at the time you plan to "SUBMIT."

While there are no maximum file sizes per file, the maximum file size for ALL uploads is 25 MB per submission (not per file upload field). If you try to submit a form with files totaling more than 25 MB, you will get an error message and you will have to start over. If your total file size is greater than 25 MB, please consider submitting evidence of zoning code only once, highlighting the relevant sections, and noting in the best practices narrative sections of the application where to find the evidence in the submitted document. Finally, **only if you continue to have problems uploading files due to large sizes**, please notify mckenzie.bell@mass.gov to request to submit files by email.

Once your application is submitted, a review panel will evaluate your application for the facts and evidence submitted and evaluate whether your community meets the designation criteria. If additional materials or evidence are needed, the panel may request additional information be submitted by email to complete application review.

Access application online at [Housing Choice Designation Application | Mass.gov](#)

Applications are DUE no later than 5:00 p.m. on Friday, April 26, 2024.

To avoid last minute problems submitting this online form, we suggest that you submit as soon as possible and not wait until the last minute.

If you have questions, contact McKenzie Bell, Senior Community Grants Coordinator, at mckenzie.bell@mass.gov.

SAMPLE APPLICATION FORM -- NOT FOR OFFICIAL APPLICATION SUBMISSION

Contact & Community Information

1. Submitting Municipality*

Choose your City or Town from the drop-down list

2.a. Contact Name*

First Name* Last Name*

2.b. Contact Mailing Address*

Address Line 1

Address Line 2

City

State

ZIP Code

2.c. Contact Email*

2.d. Contact Phone Number*

3. Does your community have any ACTIVE housing restrictions such as a moratorium or limitations on the number of new housing units?*

Yes No

Zoning moratorium makes your community INELIGIBLE for Housing Choice designation

IF YES TO 3 THEN ANSWER 3.A.

3.a. If YES, please provide a copy of the ordinance(s) or bylaw(s) that restrict or limit the number of new housing units here. * **Upload file here**

If the restrictions limit new housing to less than 5% growth per year, you will likely be ineligible for Housing Choice Designation

4. Has your community conducted a Self-Evaluation or Transition Plan related to **the** Americans with Disabilities Act (ADA)?*

Yes No

More information on ADA requirements for local governments can be found at <https://www.mass.gov/how-to/housing-choice-designation-application>

IF NO TO 4 THEN ANSWER 4.A.

4.a. If NO, is your community willing to enter into a Memorandum of Understanding (MOU) between the Massachusetts Office of Disability and EOHLIC, immediately upon receiving the designation, to conduct such study within the next five (5) years?*

Yes No

Housing Choice Communities must have conducted this ADA review as required by Federal law or agree to conduct such review. A copy of a template MOU and more information about ADA planning can be found at <https://www.mass.gov/how-to/housing-choice-designation-application>

Information about your Community's Housing Production

The Housing Choice Designation is based on **PRODUCTION OF NEW YEAR-ROUND** housing units over the last 5-years. The threshold for qualifications is a 5% increase (or 500 units), or a 3% increase (or 300 units) and best practices. This section describes how to calculate and demonstrate the increase in new year-round housing units.

- (1) Look up your community's 2020 year-round housing units, also the denominator used in the Subsidized Housing Inventory (SHI). The designation application website has a list of 2020 year-round units for all communities [here](#).
- (2) Calculate the number of additional year-round housing units over the last 5-years using the number of **BUILDING PERMITS** issued to create the ratio of additional units added over the last 5-years, excluding housing units that replace demolished units at a 1-to-1 ratio. Demolition of one single-family unit and replacement with one single-family unit is an increase of 0 units. If a demolished single-family home is replaced with 3 units, the net increase is +2 units. If building permits for new units replacing a demolished home cannot be easily excluded from your data, please provide data about the number of demolition permits and total units demolished.
- (3) Data Sources: **BUILDING PERMITS** are the measurement of additional year-round housing units for this calculation. Your building official should have a record of new residential building permits for year-round housing issued between January 1, 2019 and December 31, 2022. If your building official does not have ready access for this information, another source for this building permit data is information submitted by your community to the U.S. Census in the Building Permit Survey. A copy of the Building Permit Survey for all cities and towns in Massachusetts for 2019 through 2022 can be found on the Housing Choice web site [here](#). 2023 Building Permit Survey data is not yet available through the U.S. Census Building Permit Survey, therefore 2023 building permit data must be provided from your building official. If your community has reason to believe the current Census Building Permit Survey data does not fully reflect the number of building permits in your community, there is a place in the application to add comments and explanation.

5. Provide your community's 2020 year-round housing units.*

INSTRUCTIONS: 2020 year-round housing units are available for download at <https://www.mass.gov/how-to/apply-for-the-housing-choice-designation>

6. Number of net new units that were issued building permits between January 1, 2019 and December 31, 2023*

Note: please see the above description of qualifying net new units

7. Here is the percent increase in year-round housing units (net new units/2020 units*100)*

Note: this field calculates the % increase automatically. Use this or the number of units over the last 5 years in Question 7 to complete Question 8 in the next section.

Housing Choice Designation

8. Based on the % increase in Question 7 **OR** the number of units produced over the last 5 years in Question 6, select the appropriate designation. If you do not meet the numeric standard to qualify to be a Housing Choice Community, visit the Housing Choice Web pages and review the many Technical Assistance opportunities available from many public, quasi-public, and advocacy organizations. You might also talk to your Regional Planning Agency about what steps your community might take to increase housing production so that you may qualify for the designation in the future.

8.a. Choose the Housing Choice Designation for your community based on Questions 6, 7 and 8 *

- 5% increase OR 500+ units over the last five years
- 3% increase OR 300+ units over the last five years

8.b. Upload building permit data* [Upload file here](#)

You must provide detailed back up for all net new units. Please UPLOAD documentation of the building permits issued over the last 5 years as .pdfs of printouts from your building permit software, excel spreadsheets, or other information about building permits in your community. Remember, even if you use Building Permit Survey data for 2019 through 2022, you must upload your community's building permit information for 2023.

8.c. Use the space below to provide information about additional housing units in your community that you believe are not captured by the Building Permit Survey

Here you can let us know about the reasons why the Building Permit Survey does not accurately reflect housing production in your community (1000-character limit).

Housing Choice Best Practices

If your community has over 5% increase in housing production or 500 or more net new housing units, please go through all 15 of the best practices below and indicate by **checking the box** for each of your community's **BEST PRACTICES** to indicate which ones your City/Town has implemented. You do not have to submit or upload any documentation. While communities with 5%/500 growth in housing units do not need to demonstrate a certain number of best practices to qualify for Housing Choice designation, the best practices are a part of evaluating grant proposals.

For Production and Planning (3%/300), which Housing Best Practices do you have?

- You **MUST** select at least 7 of the 15 best practices below to qualify for the 3%/300 unit category.
- **TWO** Best Practices **MUST** be in the **Affordable Category**.
- You **MUST** upload documentation to demonstrate achievement of at least 7 of the 15 Best Practices that you select below.

NOTE: when uploading required documentation, only one file per upload box is allowed, please scan documents into a **SINGLE FILE** for uploading to each best practice.

Zoning Best Practices

9.a. Multi-Family allowed by right

Have at least one zoning district that allows multifamily by right (in addition to 40R districts) where there is capacity to add units and that allows for family housing that is not age restricted and does not restrict units with more than 2 bedrooms (or have a pattern of approving such developments over the last 5 years).

IF APPLICANT SELECTS 9.A THEN ANSWER 9.A.1 AND 9.A.2

9.a.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation about the best practice.

9.a.2 Narrative

Provide additional narrative here for question 9.a. (500-character limit).

9.b Inclusionary Zoning, with density bonus [**Affordable Category**]

Have Inclusionary Zoning that provides for reasonable density increases so that housing is not unreasonable precluded.

INSTRUCTIONS: Please provide a copy of the section in your current zoning ordinance or by-law that addresses inclusionary zoning with density increases for provision of affordable units.

IF APPLICANT SELECTS 9.B THEN ANSWER 9.B.1 AND 9.B.2

9.b.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here.

9.b.2 Narrative

Provide additional narrative here for question 9.b. (500-character limit).

9.c. 40R or 40Y Starter Home District [Affordable Category]

- Have an approved 40R Smart Growth or 40Y Starter Homes district that remains in compliance with the 40R or 40Y regulations, as applicable. Please note, that if your community repealed its only 40R district, it no longer qualifies for this best practice.

INSTRUCTIONS: Provide a copy of the section in your current zoning ordinance or by-law that implements MGL chapter 40R or 40Y provisions.

IF APPLICANT SELECTS 9.C THEN ANSWER 9.C.1 AND 9.C.2

9.c.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.c.2 Narrative

Provide additional narrative here for question 9.c. (500-character limit).

9.d. Mixed-Use or Cluster Development

- Have zoning that allows residential/mixed use or cluster / Open Space Residential development by right that is not part of a 40R district (or have a pattern of approving such developments over the last 5 years).

INSTRUCTIONS: Provide a copy of the section in your current zoning ordinance or by-law that allows mixed use or cluster development by right. If you believe your community has demonstrated a consistent pattern over the last 5 years of approving such developments, please provide a table with the following information: project address/name, number of units, action taken (approve, deny, withdrawn, appealed) and date of final board decision. If there are questions about these projects program staff may follow up for additional information.

IF APPLICANT SELECTS 9.D THEN ANSWER 9.D.1 AND 9.D.2

9.d.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.d.2 Narrative

Provide additional narrative here for question 9.d. (500-character limit).

9.e Accessory Dwelling Units

- Have zoning that allows for accessory dwelling units by right (or have a pattern of approving ADUs over the last 5 years).

INSTRUCTION: Provide a copy of the section in your current zoning ordinance or by-law that allows ADUs by right. If you believe your community has demonstrated a consistent pattern over the last 5 years of approving ADUs, please provide a table with the following information: project address/name, number of units, action taken (approve, deny, withdrawn, appealed) and date of final board decision. If there are questions about these projects program staff may follow up for additional information.

IF APPLICANT SELECTS 9.E THEN ANSWER 9.E.1 AND 9.E.2

9.e.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.e.2 Narrative

Provide additional narrative here for question 9.e (500-character limit).

9.f. Multi-Family Parking Requirement

- Reduced parking requirement for Multi-Family units within the last 5 years or require no more than 1 parking space per unit for multifamily units.

INSTRUCTIONS: Provide a copy of the section of your current zoning ordinance or by-law that demonstrates no more than one (1) parking space per unit for multi-family developments and/or describe the reduction in parking requirements that occurred within the last 5 years.

IF APPLICANT SELECTS 9.F THEN ANSWER 9.F.1 AND 9.F.2

9.f.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.f.2 Narrative

Provide additional narrative here for question 9.f (500-character limit).

Other Best Practices

9.g. Local actions that support housing [Affordable Category]

Designated local resources for housing such as established an Affordable Housing Trust, donated or surplus land for re-use or redevelopment of housing, or spent substantial Community Preservation Act (CPA) funds for community housing over the last 5 years.

INSTRUCTIONS: Provide a narrative description of designated local resources and upload documentation including but not limited to (1) meeting minutes from meetings of Board of Selectmen, Town Meeting or Affordable Housing Trust board awarding funding, designating CPA funds for Community Housing projects and a list of funds spent for community housing projects including number of units produced if applicable, (2) copy of deed conveying property for nominal value, or for reduced value if accompanied by evidence of value or approving conveyance of land for nominal or reduced value; (3) award letter or other documentation of funding award, or (4) copy of Affordable Housing Trust charter.

IF APPLICANT SELECTS 9.G THEN ANSWER 9.G.1 AND 9.G.2

9.g.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.g.2 Narrative

Provide additional narrative here for question 9.g (500-character limit).

9.h. Land Use Board Training

Provide evidence of education and training for a majority of members on a land use board (Planning Board, Board of Appeals, Select Board and/or City Council) from Citizen Planner Training Collaborative, Massachusetts Housing Partnership’s Housing Institute, Community Development Partnership’s Lower Cape Housing Institute, or Urban Land Institute’s (ULI’s) Urban Plan Public Leadership Institute over the last 5 years

INSTRUCTIONS: Provide evidence of education and training for a majority of members on a land use board (Planning Board, Zoning Board of Appeals, Select Board and/or City Council) from Citizens Planner Training Collaborative (CPTC), Massachusetts Housing Partnership’s (MHP’s) Housing Institute, Community Development Partnership’s Lower Cape Housing Institute, or Urban Land Institute’s (ULI’s) Urban Plan Public Leadership Institute over the last 5 years. Comparable training will be evaluated on a case by case basis.

IF APPLICANT SELECTS 9.H THEN ANSWER 9.H.1 AND 9.H.2

9.h.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.h.2 Narrative

Provide additional narrative here for question 9.h (500-character limit).

9.i 40B pattern or approval [Affordable Category]

- Have a demonstrated pattern of working with 40B developers to achieve greater affordability by accepting 40B projects without imposing conditions that render the projects uneconomic.

INSTRUCTIONS: Provide evidence of approved 40B projects in the community over the last 5 years.

IF APPLICANT SELECTS 9.I THEN ANSWER 9.I.1 AND 9.I.2

9.i.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.i.2 Narrative

Provide additional narrative here for question 9.i. (500-character limit).

9.j Subsidized Housing Inventory (SHI) at or above 10% [Affordable Category]

- Have units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) that equal or exceed 10% of total year round housing stock according to the EOHLC subsidized housing inventory, where reaching such 10% threshold was not the result of having a local comprehensive permit decision overturned by the Housing Appeals Committee (HAC).

INSTRUCTIONS: Provide a copy of most recently published SHI for your community. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by EOHLC under its regulations and guidelines in determining whether units are SHI-eligible. SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals. Most recent SHI numbers are posted on the EOHLC website [here](#).

IF APPLICANT SELECTS 9.J THEN ANSWER 9.J.1 AND 9.J.2

9.j.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.j.2 Narrative

Provide additional narrative here for question 9.j. (500-character limit).

9.k. Subsidized Housing Inventory (SHI) increased at least 2.5% [Affordable Category]

- Have increased your community's SHI by at least 2.5% points in the last 5 years where such increase was not the result of having a local comprehensive permit decision overturned by the Housing Appeals Committee (HAC).

INSTRUCTION: Provide a copy of most recently published SHI for your community showing at least a 2.5% increase over the last 5 years. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by EOHLC under its regulations and guidelines in determining whether units are SHI-eligible. SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards this best practice.

IF APPLICANT SELECTS 9.K THEN ANSWER 9.K.1 AND 9.k.2

9.k.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.k.2 Narrative

Provide additional narrative here for question 9.k. (500-character limit).

9.l. Participate in one of the following EOHLC Housing Programs

- The Housing Development Incentive Program (HDIP), have adopted an Urban Center Housing Tax Increment Financing district, approved District Improvement Financing (DIF) related to housing, have adopted an Urban Renewal Plan that includes a significant Housing element.

INSTRUCTIONS: Provide evidence of participation in one or more of the EOHLIC programs.

IF APPLICANT SELECTS 9.L THEN ANSWER 9.L.1 AND 9.L.2

9.l.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.l.2 Narrative

Provide additional narrative here for question 9.l. (500-character limit).

9.m. Property tax relief / Community Impact Fee [Affordable Category]

Have adopted local option property tax relief programs for income eligible seniors either as provided for by statute (MGL c. 59 section 5) or through a home rule petition; OR have adopted a Community Impact Fee for short term rentals (MGL c. 64G, section 3D) where your community has committed in writing to using a portion of such revenues for affordable housing.

INSTRUCTIONS: Provide a copy of local bylaw or ordinance establishing the tax relief program.

IF APPLICANT SELECTS 9.M THEN ANSWER 9.M.1 AND 9.M.2

9.m.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.m.2 Narrative

Provide additional narrative here for question 9.m (500-character limit).

9.n. Housing Production Plan

Have a CERTIFIED Housing Production Plan which means that you have an EOHLIC approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units within the required time frame (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information).

INSTRUCTIONS: There is a difference between a CERTIFIED Housing Production Plan (HPP) and one that has been APPROVED by EOHLIC. A certified HPP which means that you have an EOHLIC approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information). Provide a copy of the EOHLIC certification letter.

IF APPLICANT SELECTS 9.N THEN ANSWER 9.N.1 AND 9.N.2

9.n.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.n.2 Narrative

Provide additional narrative here for question 9.n (500-character limit).

9.o. Housing Plan Implementation

Demonstrated implementation of at least two strategies identified in a Housing Production Plan, housing component of a Master Plan, Housing Needs Assessment, or other housing related plan or analysis, other than adoption of the best practices specifically listed above.

INSTRUCTIONS: Housing plans should translate into housing policy. Communities who are implementing strategies of a housing plan and can provide evidence to their implementation should provide said evidence for 2 or more strategies from the most recent approved housing plan to meet this best practice. Please submit a copy of the Strategies section of the HPP.

IF APPLICANT SELECTS 9.O THEN ANSWER 9.O.1 AND 9.O.2

9.o.1 Upload file here

NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here

9.o.2 Narrative

Provide additional narrative here for question 9.o (500-character limit).

SAMPLE

Certification and Signatures

The Housing Choice application for Designation requires the e-signatures and attestation of signature of both the Local Building Official and the Chief Executive Officer (Mayor, Select Board Chair, or City/Town Manager). **Please complete the signature section below by having the respective signatories type their name, title, email address, and certify their e-signature.**

10.a. Local Building Official E-Signature and Attestation

<input type="text"/>	First Name*	<input type="text"/>	Last Name*
<input type="text"/>	Title*		
<input type="text"/>	Email*		

I hereby attest that the building permit data for additional year-round housing units over the last 5 years is true and accurate. The data includes **only additional year-round housing units**, where demolished units were replaced 1:1 the new building permits are not included (or if permits for units replacing tear downs cannot be excluded from other additional unit permits, then demolition data is being provided); and conversions of commercial property to housing are included (such as mill conversions).

11.a. Chief Executive Officer E-Signature and Attestation

<input type="text"/>	First Name*	<input type="text"/>	Last Name*
<input type="text"/>	Title*		
<input type="text"/>	Email*		

I hereby attest that I am duly authorized to submit this application. By entering my name in the space above, I further certify, under the pains and penalties of perjury, that the responses to the questions provided in this application, and the attached documentation, are true, accurate, and complete. I understand that the Executive Office of Housing and Livable Communities (EOHLC) will rely on the information provided in this application to make decisions about whether to award the Housing Choice Communities designation. Also, that the Commonwealth reserves the right to take action against me, the applicant organization, and/or any other beneficiary of a grant, if any of the information provided is determined to be false, inaccurate, or misleading. I also affirm that, if designated, the applicant community has the capacity to comply with all applicable laws and regulations.

DRAFT: Housing Choice Designation Application 4.19.24

Due Friday April 26th - goal to submit on Thursday April 25th.

1. Brewster

2. Contact information: Jill Scalise, 3701 Main Street, Brewster, MA 02631,
Jscalise@brewster-ma.gov , 508-896-3701 X 1169

3. NO

4. YES

5. 5,170

6. # New units produced 1.1.2019- 12.31.2023 = Approximately 215 units (Waiting on final determination)

7. Approximately a 4.2 % increase

8. Building Permit Records: Building Department

- a. % increase
- b. Upload: Building Permit Data- Needs confirmation from Victor
- c. Provide info about additional housing units not captured on Building Permit Survey: An additional 45 units have not yet received building permits but were added to the Brewster Subsidized Housing Inventory by the EOHLC in July 2023. These 45 affordable units received a comprehensive permit June 14, 2023, and are currently in the EOHLC Winter Funding Round. With these 45 units included, Brewster has produced 5.0 %. Additionally, 8 Habitat homes were constructed in 2020 as part of Phase 2 of a 2016 Comprehensive Permit. These were not included in the building permit data.

9.e. Accessory Dwelling Units.

- e.1. Upload: Zoning Amendments: 11.13.23 ADU Amendment File
- e.2. Narrative: Brewster passed an ADU and ACDU bylaw in 2018 that allowed ADUs by right on lots >30,000 square feet provided the property was not in a water resource district. In November 2023, Brewster revised the ADU bylaw to streamline the process, allow ADUs by right on lots >15,000 square feet regardless of water district, and allow part-year residents to create ADUs. At least 13 ADUs have been permitted since 2019.

9.g. Local Actions that support housing (Affordable Category)

- g.1. Upload: Grant Agreement Habitat Red Top
- g.2. Narrative: Since 2019 Brewster has approved > \$2.2 Million CPA funding to support housing. Funds include Housing Trust grants to preserve affordable housing, provide rental assistance & run an Affordable Buy-down program; funds for Habitat homes (see attached Grant Agreement), Spring Rock Village & regional housing projects; & funds to support the Lower Cape Housing Institute & Housing Coordinator. Brewster also signed a Land Disposition Agreement to build 45 rental homes on 16+ acres of Town owned land.

9.h. Land Use Board Training

- h.1. Upload: LCHI Certification from CDP
- h.2. Narrative: Over 50 Brewster board members have attended Lower Cape Housing Institute Trainings over the past five years, including majorities of the Select & Planning Boards. Additionally, the Select Board, Housing Trust, Housing Partnership and Community Preservation Committee participated in a Brewster specific training on Fair Housing and Local Preference led by Mass Housing Partnership on 3.25.21.

9.i. 40B pattern or approval (Affordable Category)

- i.1. Upload: Comp Permits for Red Top Road & Spring Rock Village
- i.2. Narrative: Over the past 5 years Brewster has approved Comprehensive Permits in 2021 for Habitat for Humanity of Cape Cod (2 homes off Red Top Road) and in 2023 for Spring Rock Village (45 rental units on Town land).

9.m. Property Tax Relief/ Community Impact Fee (Affordable Category)

- m.1. Upload: Select Board Short-Term Rental Revenue Financial Policy 5.3.21. Article 6 Town Budget Town Meeting Vote May 1, 2023. Article 11 Community Preservation Act Surcharge Exemption Special Town Meeting Vote November 13, 2023 .
- m.2. Narrative: Brewster has a policy (attached) to designate 50% of forecasted Short Term Rental Revenue to the Affordable Housing Trust. Since 2021, the Town has transferred \$1,525,000 in Short Term Rental Revenue from free cash to the Affordable Housing Trust. Brewster also approved a CPA surcharge exemption for qualifying low-to-moderate income seniors and low-income residents at 11.13. 23 Special Town Meeting.

9.n. Housing Production Plan

- n.1. Upload: HPP Certification letters 2022 & 2023.

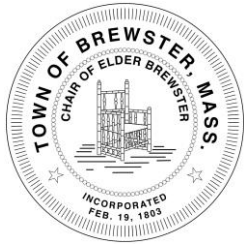
- n.2. Narrative: Brewster’s Housing Production Plan has been certified 3 times since 2018. The 2017 Housing Production Plan was certified April 20, 2018 – April 19, 2019, as well as May 16, 2022 – May 15, 2023. The 2022 Housing Production Plan is currently certified: June 14, 2023- June 13, 2024.

9.o. Housing Plan Implementation

- o.1. Upload: Housing Production Plan Implementation Strategies Table
- o.2. Narrative: Brewster’s Housing Program is guided by the Town’s Housing Production Plan. The attached Implementation Strategy Table, designed by the Town, is used regularly to chart progress on the Housing Production Plan. The table shows that at least 7 strategies have been implemented. The table was recently discussed and updated at a March 2023 joint meeting of the Housing Partnership and Affordable Housing Trust.

10.a Local Building Official Signature- Victor Staley signature needed. Victor in office April 24th- 26th.

11.a. CEO Officer Signature -Ned Chatelain signature needed. Consent Agenda for Select Board Tuesday April 23rd.



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

Office of:
Select Board
Town Manager

MEMORANDUM

To: Select Board
From: Erika Mawn, Executive Assistant
RE: Transfer of Liquor License - Old Sea Pines Inn
Date: April 12, 2024

The Town Manager's office received an application for a transfer of an Annual On-premises Hotel All Alcoholic Beverages License, Alteration of Premises and a Management/Operating Agreement for the business located at 2553 Main Street, the Old Sea Pines Inn. The applicant seeks to transfer the liquor license from Old Sea Pines Inn Corp., d/b/a Old Sea Pines Inn to OSPI, LLC in connection with the purchase of the Inn property. The applicant is also seeking approval of a Management Agreement between Corcoran Jennison Hospitality LLC and OSPI, LLC. The management company is related to the property owner.

The applicant has submitted all required documentation for review and approval by the Local Licensing Authority, the Brewster Select Board.

As part of the administrative process, the application has been shared with various department heads for their feedback and comment. The health department has participated in a preliminary walk through of the establishment with the new owners but have not yet received a completed Food Service Permit Application for full review. Town administration requests that there is clear delineation via physical barrier or signage demonstrating where there should be "No Alcohol Beyond This Point." throughout the property for guests. There were no other comments or concerns about the request as presented.

Should the Select Board approve the transfer of liquor license, the alteration of premises and the management/operating agreement, the Town Manager's office will send the complete application to the Alcohol Beverages Control Commission for final approval. Once the Liquor License is issued, the license will be valid through December 31, 2024. The manager of record will need to renew this license each year in the month of November through the Town Manager's office.



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

Office of:
Select Board
Town Manager

APPLICATION FOR LIQUOR LICENSE

Application must be submitted in addition to the ABCC application. There is a separate fee for a Town of Brewster Liquor License based on the type. Payment is required to process and is non-refundable once the license is approved. Following submission of a completed application the request will be scheduled for a public hearing during a Select Board meeting. Please allow 4-6 weeks for processing, submit to Town Manager's office or licenses@brewster-ma.gov.

Type of Liquor License (please choose all that apply):

- New License Transfer of License Change of Class Change of Category
 Other alteration of premises Seasonal Annual

\$12 "Pouring License" (e.g., restaurants, hotels, clubs, taverns, general on-premises)

\$15 "Package Store License" (e.g. package stores, convenience stores)

- All alcoholic beverages Wine only Malt beverages Only Wine and malt beverages

Please note that Brewster has a certain number of licenses allowed by the ABCC.

Section 1: Applicant Information

Applicant's Name: Joseph H. Devlin, Esq.
Applicant's Address: 112 Water Street, Boston, MA 02109
Telephone # and Email Address: [REDACTED]

Section 2: Business Information

Business Name and d/b/a (if applicable): OSPI LLC
Business Address: 2553 Main Street, Brewster, MA 02631
Business Mailing Address: 150 Mount Vernon Street, Ste 500, Boston, MA 02125
Proposed Hours of Operation: Hotel Operations - continuous
Proposed Hours of Liquor Sales: 8:00am - 1:00am Monday - Saturday 10:00am - 1:00am Sundays

Description of premises: **OLD DESCRIPTION:**

Two (2) function rooms, two (2) offices, living room and side deck on first floor with six (6) exits, four (4) back exits, lobby, front hall, kitchen, full cellar with two (2) exits. Thirteen (13) guest rooms on 2nd and 3rd floors of main building , ten (10) rooms in outbuilding. Two (2) outside porches, garden and lawn.

CHANGES TO DESCRIPTION ARE IN BOLD.

IN TWO BUILDINGS, AS SHOWN ON PLAN DATED 3-22-24, FILED HEREWITH, IN MAIN BUILDING two (2) function rooms, two (2) offices, living room and side deck on first floor with six (6) exits, four (4) back exits, lobby, front hall, kitchen, full cellar with two (2) exits, **FOURTEEN (14)** guest rooms on 2nd and 3rd floors. **7 GUEST ROOMS WITH FULL BATHS** in **NORTH COTTAGE**, two (2) outside porches. **ALSO** included is garden **AND STONE PATIO, AND lawns.**"

Applicant must attach a site plan (map) of the property, detailing where liquor sales will occur.

Section 3: Additional Information:

Will there be any structural changes at the business address? Yes: _____ No: X

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

Will there be any entertainment provided at the business? Yes: X No: _____

*If yes, an Annual Entertainment or a One-day Entertainment License may be required, please contact the Town Manager office for more information.

Will there be any food service or tobacco sales? Yes: X No: _____

*If yes, contact the Health Department to obtain required permits.

If abutter notification is required, the applicant will be provided with the abutter notification letter and address list. The applicant must provide proof that notification was sent using certified mail. Abutter notification must be completed prior to the public hearing. Failure to do so will result in a delay in processing.

Liquor Licensing Conditions:

- Annual Liquor License holder establishments may not close for more than 30 consecutive days without Local Licensing Authority (LLA) approval.
- Applicant has reviewed the Alcoholic Beverages Control Commission Frequently Asked Questions.
- Renewals for Annual licenses will begin in November of each year and in March for Seasonal licenses. The license holder is responsible to submit all required paperwork and payment in a timely manner.
- Once issued the Liquor License shall run with the original applicant. If there is any change in property ownership, management, hours of sales, or type of liquor license, a new application must be submitted.
- Liquor Licenses, when issued, come with the understanding that the LLA (the Select Board) has the authority to call a hearing to review the status of the license upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, noise concerns, or
 - Any other unforeseen concerns that are raised that warrant attention, or
 - Any issue, concern, and/or violation raised by Town officials, or
 - Any notification from the ABCC of violations.
- The LLA has full authority to condition, amend or revoke the Liquor License
- Signature on the application attests that the applicant understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.
- Manager of record must submit to fingerprinting through the Brewster Police Department.

Fingerprinting Requirement:

In the fall of 2021, the Town of Brewster passed a bylaw requiring civil fingerprinting for the State and National criminal history screening of applicants for the following municipal licenses: Alcoholic Beverages License (Manager), Hawker & Peddler, and Ice Cream Truck Vendor.

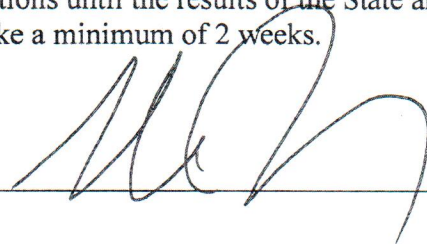
Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at (508) 896-7011 x2101 or cmawn@brewster-ma.gov to schedule an appointment.

Payment of Fingerprinting Fees:

Fingerprinting fees include Federal, State and Local fees. Before being fingerprinted, all licensing applicants must pay the statutory fingerprinting fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts". In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

The applicant must also pay the municipal fingerprint fee of seventy dollars (\$70.00) by check submitted to the Brewster Police Department.

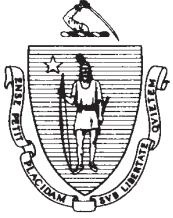
*The Board of Selectman will not approved any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the State and National criminal history information has been received. This will take a minimum of 2 weeks.

Applicant Signature:  Date: 3/5/2024

Internal Use Only:

Application Received: 3/19/24 Fingerprint Results Received: 3/28/24 Public Hearing Date: 4/23/24 Dept. Review: ✓

Abutter Notification: ✓ LLA Decision: _____ ABCC Submission Date: _____ ABCC Decision: _____



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 48d74bbd-97fc-41c6-a043-93b149f4565b

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	OSPI LLC	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: 3/15/2024 2:52:34 PM EDT

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
OSPI LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Joseph

Last Name:
Devlin

Address:
112 Water St., Ste 201

City:
Boston

State:
MA

Zip Code:
02109


Email Address:
atalbot@ucdlaw.com

DOR COGS
and
DUA COGS



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



000075

OLD SEA PINES INN CORP
2553 MAIN ST
BREWSTER MA 02631-1959

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, OLD SEA PINES INN CORP is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

OLD SEA PINES INN CORP
PO BOX 1070 2553 MAIN STREET
BREWSTER MA 02631-7070

Date: March 7, 2024
Letter ID: L0001905025
Employer ID (FEIN): XX-XXX1539

Certificate ID: L0001905025

The Department of Unemployment Assistance certifies that as of 06-Mar-2024, OLD SEA PINES INN CORP is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 05-Apr-2024 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750

APPLICATION AND FORMS



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

This is a transfer of the On-Premises All Alcoholic Beverages License from Old Sea Pines Inn, Corp. to OSPI, LLC as a result of a purchase of the hotel property. There is also a management agreement between Corcoran Jennison Hospitality LLC, a management entity, and the Applicant, and the two companies are related. The request for an Alteration is to update the description and plan to ensure the license covers changes to the buildings and premises covered by the license and to exclude a resort building not included in this property sale.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Hotel"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Two (2) function rooms, two (2) offices, living room and side deck on first floor with six (6) exits, four (4) back exits, lobby, front hall, kitchen, full cellar with two (2) exits. Thirteen (13) guest rooms on 2nd and 3rd floors of main building , ten (10) rooms in outbuilding. Two (2) outside porches, garden and lawn. SEE ADDENDUM FOR UPDATE TO DESCRIPTION.

Total Sq. Footage	<input type="text" value="42,202"/>	Seating Capacity	<input type="text" value="130"/>	Occupancy Number	<input type="text" value="unknown"/>
Number of Entrances	<input type="text" value="12"/>	Number of Exits	<input type="text" value="12"/>	Number of Floors	<input type="text" value="4"/>

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

SECTION 4 CONTINUATION: CHANGES TO DESCRIPTION ARE IN BOLD.

IN TWO BUILDINGS, AS SHOWN ON PLAN DATED 3-22-24, FILED HEREWITH, IN MAIN BUILDING two (2) function rooms, two (2) offices, living room and side deck on first floor with six (6) exits, four (4) back exits, lobby, front hall, kitchen, full cellar with two (2) exits, **FOURTEEN (14) guest rooms on 2nd and 3rd floors. 7 GUEST ROOMS WITH FULL BATHS in NORTH COTTAGE, two (2) outside porches. ALSO included is garden AND STONE PATIO, AND lawns."**

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Old Sea Pines Inn, Corp., d/b/a Old Sea Pines Inn	By what means is the license being transferred?	Purchase
------------------------	---	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Michele A. Rowan	President / Assistant Secretary / Director	50%
Stephen B. Rowan	Treasurer/ Secretary / Director	50%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Corcoran Jennison Company, Inc.	150 Mount Vernon Street, Suite 500, Boston, MA 021	n/a	n/a
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
The Joseph E. Corcoran Family Trust- 1999	1 Cunningham Lane, Milton, MA 02186	n/a	n/a
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	66.67%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
The Glenwood Millenium Trust	286 Old Farm Road, Milton, MA 02186	n/a	n/a
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	33.33%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
John A. Mostyn			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
SOC Signatory	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
Karen F. Meyer	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
SOC Signatory	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
See Exhibit A and	Addendums for more information		

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? Yes No

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

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

Name	License Type	License Name	Municipality
See Exhibit B			

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

Name	License Type	License Name	
Glen Ellen Country Club	On premises retail	Glen Ellen Company LLC - Millis	

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
Corcoran Jennison Company, Inc.		0% (LLC Manager)			

Name of Principal	Residential Address	SSN	DOB
Michael J. Corcoran	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President / Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Jonathan Doonan	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Treasurer	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
John A. Mostyn	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Joseph J. Corcoran	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Gary A. Jennison Jr.	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
The Joseph E. Corcoran Revocable Trust			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
stockholder	66.67%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Gary A. Jennison Sr	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
stockholder	33.33%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
The Joseph E. Corcoran Family Trust - 1999	66.67%		

Name of Principal	Residential Address	SSN	DOB
Michael J. Corcoran	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Trustee and Beneficiary	14.28%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Joseph J. Corcoran	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Trustee and Beneficiary	14.28%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Bryan Connolly	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Trustee	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
other beneficiaries			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
See BIDWR for request to waive other beneficiaries	71.44%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
The Glenwood Millenium Trust		33.33%			
Name of Principal		Residential Address	SSN	DOB	
Gary A. Jennison, Jr.		[REDACTED]	[REDACTED]	[REDACTED]	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
Trustee and beneficiary	33.33%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal		Residential Address	SSN	DOB	
Robert McCrillis		[REDACTED]	[REDACTED]	[REDACTED]	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
Trustee	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Name of Principal		Residential Address	SSN	DOB	
other beneficiaries		n/a			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
See BIDWR for request to waive other beneficiaries	66.67%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal		Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal		Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal		Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal		Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input type="text" value="Corcoran Jennison Hospitality Company, Inc."/>	<input type="text" value="0% (LLC Manager)"/>

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="Michael J. Corcoran"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President / Director"/>	<input type="text" value="0%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="Jonathan Doonan"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Treasurer"/>	<input type="text" value="0%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="John A. Mostyn"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Secretary"/>	<input type="text" value="0%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="Robert Newman"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="CEO"/>	<input type="text" value="0%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="Gary Jennison"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Director and Stockholder"/>	<input type="text" value="33.33%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="The Joseph E. Corcoran Revocable Trust"/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="stockholder"/>	<input type="text" value="66.67%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value=""/>	<input type="text" value=""/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? Yes No

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

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
	NONE		

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

Oct 19, 2023

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

Yes

No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes

No

9. APPLICATION CONTACT

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

Name:

Joseph H. Devlin, Esq.

Phone:

617-514-2837

Title:

Attorney

Email:

jdevlin@UCDLaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	2,475,000
B. Purchase Price for Business Assets	125,000
C. Other* (Please specify)	
D. Total Cost	2,600,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
OSPI, LLC	2,600,000
Total:	2,600,000

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Purchase of real estate and business was paid in cash from accounts of corporate structure.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be a 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
none			

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
March 2008	present	Executive Chef	Ocean's Edge Resort & Golf Club	Robert Newman

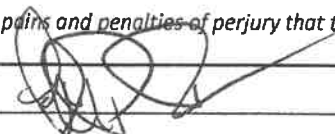
D. PRIOR DISCIPLINARY ACTION

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
none				

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

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

A related company to the applicant is the management company.

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
Corcoran Jennison Hospitality LLC	150 Mt. Vernon St., Ste 500 Boston, MA 02125	(617) 822-7274		
Name of Principal	Residential Address	SSN	DOB	
Corcoran Jennison Hospitality Company, Inc.	150 Mt. Vernon St., Ste 500 Boston, MA 02125	n/a	n/a	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Manager and SOC Signatory	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
John A. Mostyn	[REDACTED]	[REDACTED]	[REDACTED]	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
SOC Signatory	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Karen F. Meyer	[REDACTED]	[REDACTED]	[REDACTED]	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
SOC Signatory	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality
Ocean Edge Inn and Conference Center *	§12 On Premises	Ocean Edge Resort Ltd. Partnership	Brewster
Lynx Tavern & Bar *	§12 On Premises	Ocean Edge Resort Ltd. Partnership	Brewster
Ocean Edge Resorts	§15 Package Store	OERGC Inc.	Brewster
Beach House Spa	§12 On Premises Wine & Malt Seasonal	2740 Main Street Holdings LLC	Brewster

* Management Agreement

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality
Glen Ellen Country Club	On premises retail	Glen Ellen Company LLC	Millis

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

APPLICANT'S STATEMENT

I, Corcoran Jennison Company, Inc. the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of OSPI LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 3/5/2024

Title: LLC Manager



**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: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	OSPI LLC	CITY/TOWN:	Brewster
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APPLICANT INFORMATION

LAST NAME:	Flath	FIRST NAME:	Philip	MIDDLE NAME:	James
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
				EYE COLOR:	Hazel
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]

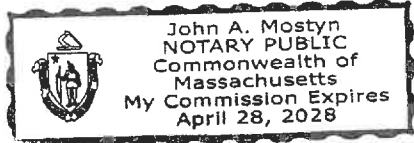
PRINT AND SIGN

PRINTED NAME:	Philip Flath	APPLICANT/EMPLOYEE SIGNATURE:	[Handwritten Signature]
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NOTARY INFORMATION

On this March 12, 2024 before me, the undersigned notary public, personally appeared Philip Flath
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
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.

[Handwritten Signature]
NOTARY



DIVISION USE ONLY

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

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 860-4614.



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

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

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	OSPI LLC	CITY/TOWN:	Brewster
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APPLICANT INFORMATION

LAST NAME:	Mostyn	FIRST NAME:	John	MIDDLE NAME:	A.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	<input type="text"/>		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	<input type="text"/>	WEIGHT:	<input type="text"/>
EYE COLOR:	blue				
CURRENT ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	MA	ZIP:	<input type="text"/>
FORMER ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text"/>	ZIP:	<input type="text"/>

PRINT AND SIGN

PRINTED NAME:	John Mostyn	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------	-------------------------------	--

NOTARY INFORMATION

On this 3/13/24 before me, the undersigned notary public, personally appeared John Mostyn
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
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.

Marie L. Morreale
NOTARY



**MARIE L. MORREALE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 10, 2030**

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

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



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: OSPI, LLC	CITY/TOWN: Brewster
---	--------------------------	---------------------

APPLICANT INFORMATION

LAST NAME: Meyer	FIRST NAME: Karen	MIDDLE NAME: Flanagan
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Stafford	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Illinois
GENDER:	HEIGHT:	WEIGHT:
		EYE COLOR: Brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE: IL	ZIP:
FORMER ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP:

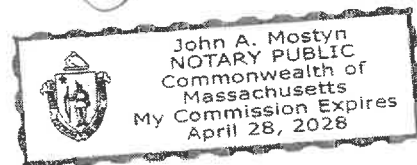
PRINT AND SIGN

PRINTED NAME: Karen Meyer	APPLICANT/EMPLOYEE SIGNATURE: <i>Karen Flanagan Meyer</i>
---------------------------	---

NOTARY INFORMATION

On this March 11, 2024 before me, the undersigned notary public, personally appeared Karen Meyer
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
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.

[Signature]
NOTARY



DIVISION USE ONLY

REQUESTED BY:	<i>[Signature]</i>
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an identify 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) 680-6614.



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

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: LICENSEE NAME: CITY/TOWN:

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:

GENDER: HEIGHT: WEIGHT: EYE COLOR:

CURRENT ADDRESS:

CITY/TOWN: STATE: ZIP:

FORMER ADDRESS:

CITY/TOWN: STATE: ZIP:

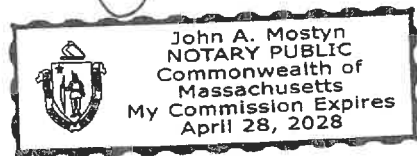
PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification, which were 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 DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-6614.



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: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: OSPI LLC	CITY/TOWN: Brewster
---	--	-------------------------	---------------------

APPLICANT INFORMATION

LAST NAME: Corcoran	FIRST NAME: Joseph	MIDDLE NAME: J.
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: [REDACTED]	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: [REDACTED]	HEIGHT: [REDACTED]	WEIGHT: [REDACTED]
EYE COLOR:		
CURRENT ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: MA	ZIP: [REDACTED]
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

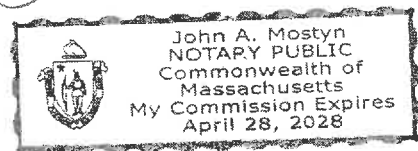
PRINT AND SIGN

PRINTED NAME: Joseph J. Corcoran	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------------	-------------------------------

NOTARY INFORMATION

On this March 14, 2024 before me, the undersigned notary public, personally appeared Joseph J. Corcoran
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



DIVISION USE ONLY

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

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



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
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: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	OSPI LLC	CITY/TOWN:	Brewster
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APPLICANT INFORMATION

LAST NAME:	Jennison	FIRST NAME:	Gary	MIDDLE NAME:	A.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text"/>		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	<input type="text"/>	WEIGHT:	<input type="text"/>
CURRENT ADDRESS: <input type="text"/>					
CITY/TOWN:	<input type="text"/>	STATE:	MA	ZIP:	<input type="text"/>
FORMER ADDRESS: <input type="text"/>					
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text"/>	ZIP:	<input type="text"/>

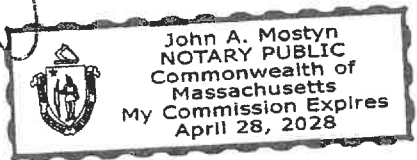
PRINT AND SIGN

PRINTED NAME:	Gary A. Jennison	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this March 13, 2024 before me, the undersigned notary public, personally appeared Gary A. Jennison
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
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:	<input type="text"/>
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify 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) 680-4634.



**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: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	OSPI LLC	CITY/TOWN:	Brewster
--	----------------------	-----------------------	----------	-------------------	----------

APPLICANT INFORMATION

LAST NAME:	Jennison	FIRST NAME:	Gary	MIDDLE NAME:	A.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	Boston, MA		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	Massachusetts
GENDER:	<input type="text"/>	HEIGHT:	<input type="text"/>	WEIGHT:	<input type="text"/>
EYE COLOR:	Blue				
CURRENT ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	MA	ZIP:	<input type="text"/>
FORMER ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	MA	ZIP:	<input type="text"/>

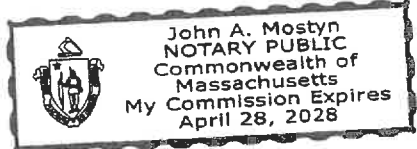
PRINT AND SIGN

PRINTED NAME:	Gary A. Jennison	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this March 8, 2024 before me, the undersigned notary public, personally appeared Gary A. Jennison
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
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:	<input type="text"/>
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify 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.



**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: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	OSPI LLC	CITY/TOWN:	Brewster
---	--	----------------	----------	------------	----------

APPLICANT INFORMATION

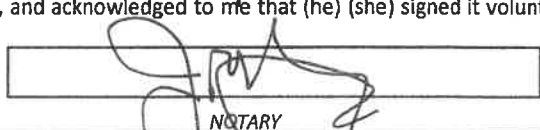
LAST NAME:	Doonan	FIRST NAME:	Jonathan	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Boston, MA		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	[REDACTED]	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
				EYE COLOR:	Blue
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]

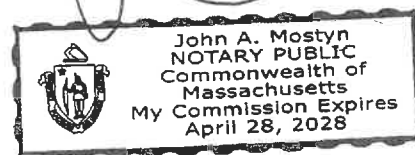
PRINT AND SIGN

PRINTED NAME:	Jonathan Doonan	APPLICANT/EMPLOYEE SIGNATURE:	<i>Jonathan Doonan</i>
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NOTARY INFORMATION

On this March 11, 2024 before me, the undersigned notary public, personally appeared Jonathan Doonan (name of document signer), proved to me through satisfactory evidence of identification, which were personally known 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:	[REDACTED]
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



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: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	OSPI LLC	CITY/TOWN:	Brewster
---	--	----------------	----------	------------	----------

APPLICANT INFORMATION

LAST NAME:	Connolly	FIRST NAME:	Bryan	MIDDLE NAME:	C.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	Blue				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]

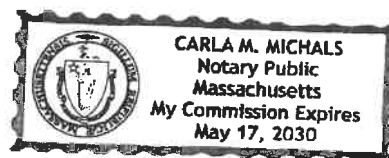
PRINT AND SIGN

PRINTED NAME:	Bryan Connolly	APPLICANT/EMPLOYEE SIGNATURE:	<i>Bryan Connolly</i>
---------------	----------------	-------------------------------	-----------------------

NOTARY INFORMATION

On this 13th day of March, 2024 before me, the undersigned notary public, personally appeared Bryan Connolly
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known to me
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.

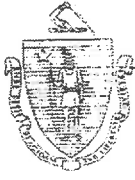
Carla M. Michals
NOTARY



DIVISION USE ONLY

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

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



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 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: [] LICENSÉE NAME: OSPI LLC CITY/TOWN: Brewster
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

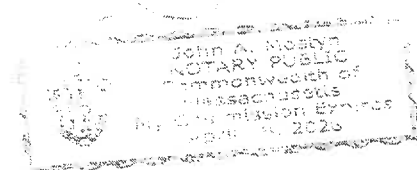
LAST NAME: McCrillis FIRST NAME: Robert MIDDLE NAME: []
 MAIDEN NAME OR ALIAS (IF APPLICABLE): [] PLACE OF BIRTH: []
 DATE OF BIRTH: [] SSN: [] ID THEFT INDEX PIN (IF APPLICABLE): []
 MOTHER'S MAIDEN NAME: [] DRIVER'S LICENSE # [] STATE LIC. ISSUED: Florida
 GENDER: MALE HEIGHT: [] WEIGHT: [] EYE COLOR: hazel
 CURRENT ADDRESS: []
 CITY/TOWN: [] STATE: FL ZIP: []
 FORMER ADDRESS: []
 CITY/TOWN: [] STATE: FL ZIP: []

PRINT AND SIGN

PRINTED NAME: Robert McCrillis APPLICANT/EMPLOYEE SIGNATURE: *Robert McCrillis*

NOTARY INFORMATION

On this March 13, 2024 before me, the undersigned notary public, personally appeared Robert McCrillis
 (name of document signer), proved to me through satisfactory evidence of identification, which were OSPI License
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.
 [Signature] NOTARY



COMMISSION USE ONLY

REQUESTED BY: []
 The CORI Identity Theft Index PIN Number is to be distributed to those applicants that have been issued an Identity Theft PIN Number by the DCI. Certain agencies are required to provide all applicants the opportunity to make 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) 660-0004.



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	OSPI, LLC	CITY/TOWN:	Brewster
--	--	-----------------------	-----------	-------------------	----------

APPLICANT INFORMATION

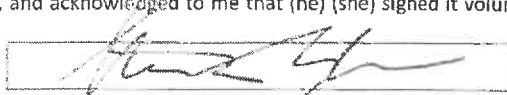
LAST NAME:	Newman	FIRST NAME:	Robert	MIDDLE NAME:	J.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	Blue				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]

PRINT AND SIGN

PRINTED NAME:	Robert Newman	APPLICANT/EMPLOYEE SIGNATURE:	[REDACTED]
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NOTARY INFORMATION

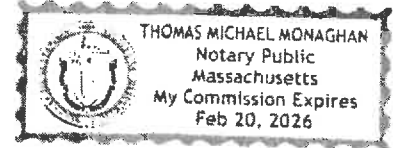
On this March 11, 2024 before me, the undersigned notary public, personally appeared Robert Newman
(name of document signer), proved to me through satisfactory evidence of identification, which were MA LICENSE
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


 NOTARY

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
DATE OF REQUEST:	[REDACTED]

The DCR identifies the Index PIN Number(s) to be completed by those applicants that have been issued an Alcoholic Beverage License Number by the ABC. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All EDR request forms that include this field are required to be submitted to the DCR via email or by fax to (617) 680-4634.



PROOF OF US CITIZENSHIP

We're People

Official United States
 National Security Agency
 Department of State
 Office of Passport Services
 1675 Reservoir Road, Suite 100
 Washington, DC 20007-2502
 Tel: (202) 456-4500
 Fax: (202) 456-4501
 www.passport.gov

Signature of bearer / Signature du titulaire / Firma del titular

USA
 PASSPORT
 PASAPORTE

UNITED STATES OF AMERICA

Summers / Nombres / Nombres
 P
 FLATH

PHILIP JAMES
 Date of birth / Fecha de nacimiento / Fecha de nacimiento
 25 Jun 1973
 Date of issue / Fecha de expedición / Fecha de expedición
 21 Nov 2014
 Date of expiry / Fecha de caducidad / Fecha de caducidad
 20 Nov 2024

NEW YORK, U.S.A.

522084180

United States
 Department of State

SEE PAGE 27

MASSACHUSETTS DRIVER'S LICENSE
 NOT FOR FEDERAL ID

FLATH
 PHILIP J

SEX: MAZ
 HT: 5'11"
 CC: 0640-2023 Rev 02/2021

CERTIFICATE OF VITAL RECORD

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC HEALTH
REGISTRY OF VITAL RECORDS AND STATISTICS

R415187

SUFFOLK

(COUNTY)

BOSTON

(CITY OR TOWN)



The Commonwealth of Massachusetts
OFFICE OF THE SECRETARY
DIVISION OF VITAL STATISTICS

BOSTON 423

(CITY OR TOWN MAKING THIS RETURN)

STANDARD
CERTIFICATE OF BIRTH

Registered No. 3072

PLACE OF BIRTH

NO. B L I H

STREET

WARD

(If birth occurred in a hospital or institution, give its NAME instead of street and number)

Joseph Edward Corcoran

If child is not yet named, make supplemental report, as directed

FULL NAME OF CHILD

8 Sex M
9a Color W

4 (a) Twin, triplet or other.
(b) Number, in order of birth.

5 Born ALIVE or STILLBORN

6 Date of Birth

FATHER

MOTHER

7 FULL NAME

13 MAIDEN NAME
PRESENT NAME

8 RESIDENCE, NO.

14 RESIDENCE, NO.

CITY OR TOWN

STATE

CITY OR TOWN

STATE

9 COLOR OR RACE W

10 AGE AT LAST BIRTHDAY 52 (YEARS)

15 COLOR OR RACE W

16 AGE AT LAST BIRTHDAY 41 (YEARS)

11 PLACE OF BIRTH (CITY OR TOWN)

Ireland (STATE OR COUNTRY)

17 PLACE OF BIRTH (CITY OR TOWN)

Ireland (STATE OR COUNTRY)

12 OCCUPATION

18 OCCUPATION Home

19 SIGNATURE OF ATTENDANT AT BIRTH

L S Zutter Supt

(NAME)

(PHYSICIAN, PARENT OR OTHER, ETC.)

ADDRESS NO.

B L I H

STREET

(CITY OR TOWN)

DATE (MONTH)

3/14/36 (DAY)

193 (YEAR)

DID ABOVE NAMED PERSONALLY ATTEND THE BIRTH? YES

3/21/36

20 RECEIVED AT OFFICE OF CITY OR TOWN CLERK

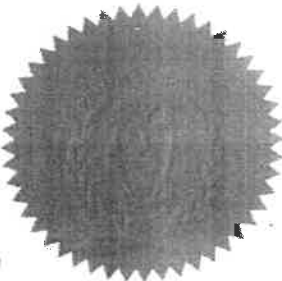
(MONTH)

(DAY)

193 (YEAR)

21 A TRUE COPY. ATTEST:

Heide Hedstrom Quirk
(REGISTRAR)



FEB - 8 2017

Dean DiMartino

Dean DiMartino
Acting Registrar of Vital Records and Statistics

I, the above signed, hereby certify that I am the Registrar of Vital Records and Statistics; that as such I have custody of the records of birth, marriage, and death required by law to be kept in my office; and I do hereby certify that the above is a true copy from said records.

IT IS ILLEGAL TO ALTER OR REPRODUCE THIS DOCUMENT IN ANY MANNER

VOID WITHOUT WATERMARK OR UNLESS THE GEMERALD

VOID IF ALTERED OR ERASED

We the People

*Of the United States,
In Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do hereby ordain and establish this
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASAPORTE

UNITED STATES OF AMERICA



Type / Type / Tipo de Pasaporte / **USA**

Surname / Nom / Apellido
JENNISON

Given Names / Prénoms / Nombres
GARY ALAN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of Birth / Date de naissance / Fecha de nacimiento

14 JUL 1964

Place of Birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of Issue / Date de délivrance / Fecha de expedición

24 Dec 2016

Date of Expiration / Date d'expiration / Fecha de caducidad

22 Dec 2026

Endorsements / Mentiones Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State

USA

CORPORATE RESOLUTION / VOTE

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name
duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

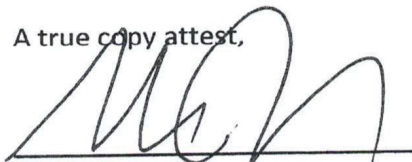
“VOTED: To authorize
Name of Person

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

“VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,


Corporate Officer / LLC Manager Signature

Michael Corcoran, President
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

EXHIBITS

LIST OF EXHIBITS

Transfer of License to OSPI LLC located at 2553 Main Street, Brewster, MA 02631

Exhibit A OWNERSHIP STRUCTURE OF OSPI LLC

- A-1 Structure Chart and Beneficial Interest Disclosure Exemption Requests for OSPI LLC
- A-2 Structure Chart for Corcoran Jennison Hospitality LLC (Management Company)
- A-3 SOC Summary of OSPI LLC
- A-4 SOC Summary of Corcoran Jennison Company, Inc.
- A-5 SOC Summary of Corcoran Jennison Hospitality, LLC
- A-6 SOC Summary of Corcoran Jennison Hospitality Company, Inc.
- A-7 Joseph E. Corcoran Family Trust – 1999 – Trustee’s Certificate
- A-8 The Glenwood Millenium Trust – Trustee’s Certificate

Exhibit B INTERESTS IN OTHER ALCOHOLIC BEVERAGES LICENSES

EXHIBIT A-1

OSPI, LLC Ownership Structure

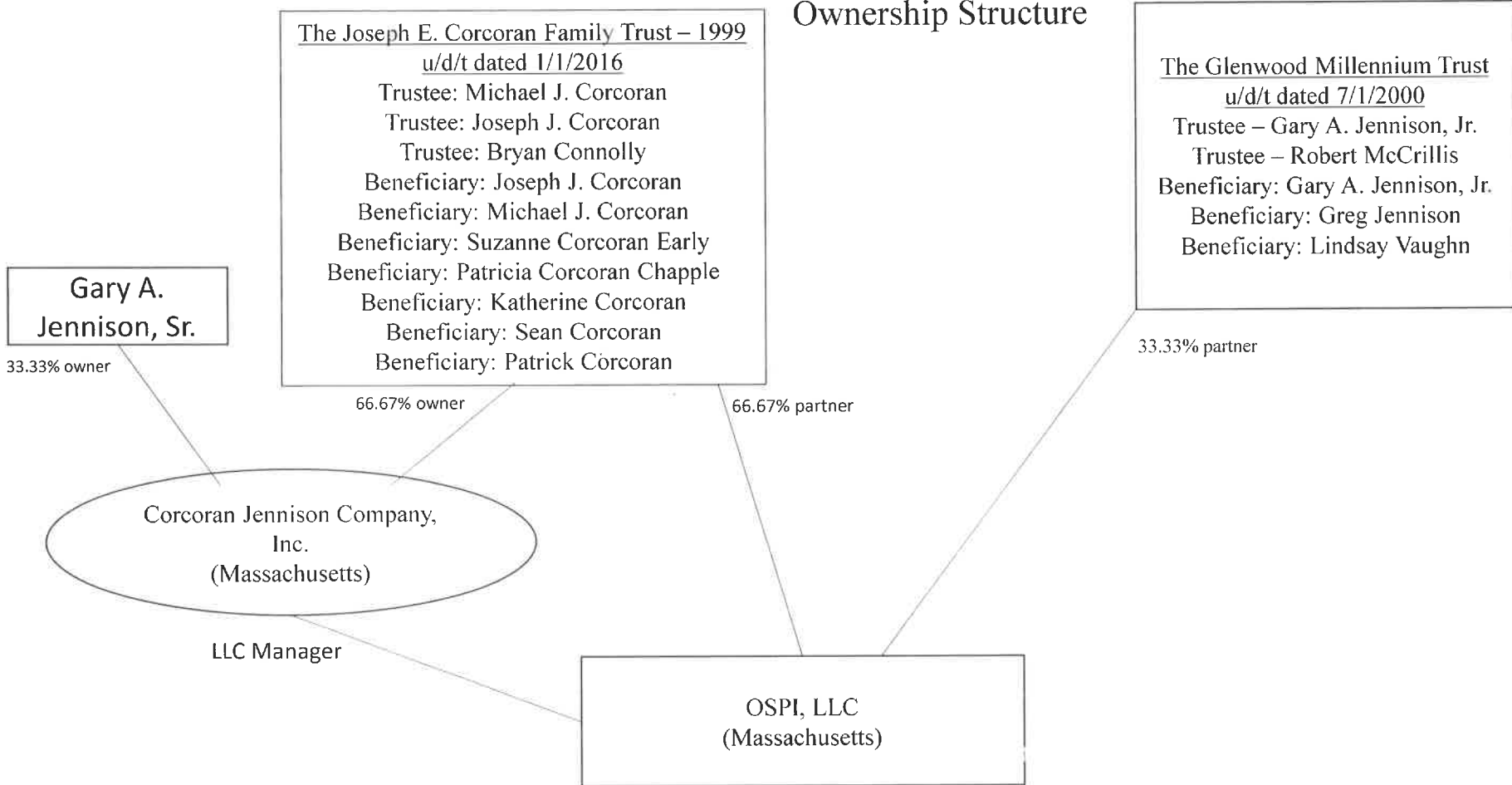


EXHIBIT A-2

CORCORAN JENNISON HOSPITALITY LLC

(Management company)

Ownership Structure

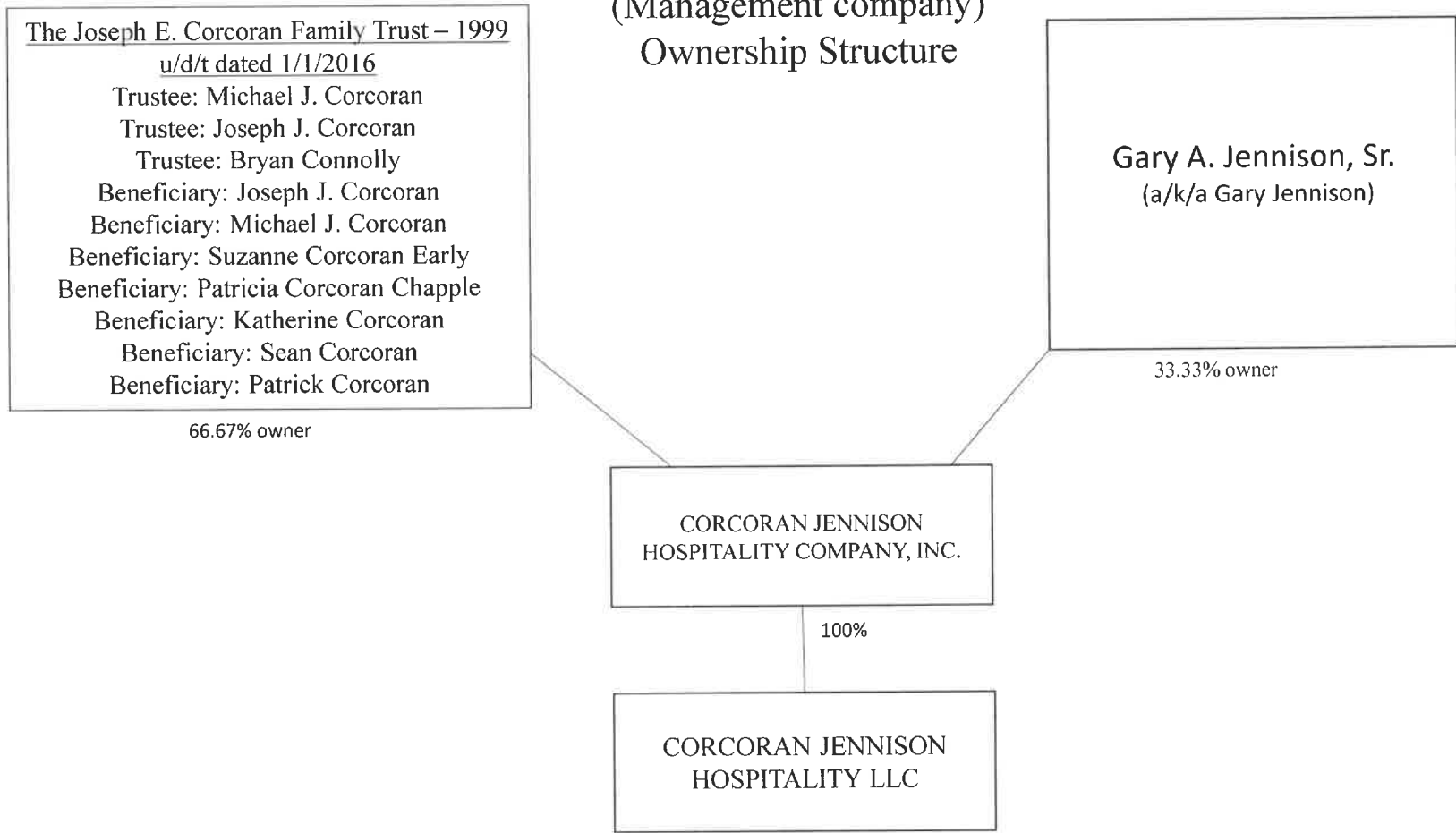


EXHIBIT A-3

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001713002

[Request certificate](#)

[New search](#)

Summary for: OSPI LLC

The exact name of the Domestic Limited Liability Company (LLC): OSPI LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001713002		
Date of Organization in Massachusetts: 10-19-2023		Date of Revival:
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address: C/O CORCORAN JENNISON COMPANIES 150 MOUNT VERNON STREET, SUITE 500		
City or town, State, Zip code, BOSTON, MA 02125 USA		
Country:		
The name and address of the Resident Agent:		
Name: CORCORAN JENNISON COMPANY, INC.		
Address: 150 MOUNT VERNON STREET, SUITE 500		
City or town, State, Zip code, BOSTON, MA 02125 USA		
Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	CORCORAN JENNISON COMPANY, INC.	150 MOUNT VERNON STREET, SUITE 500 BOSTON, MA 02125 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	KAREN F. MEYER	150 MOUNT VERNON STREET, SUITE 500 BOSTON, MA 02125 USA USA
SOC SIGNATORY	JOHN A. MOSTYN	150 MOUNT VERNON STREET, SUITE 500 BOSTON, MA 02125 USA USA

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

Title	Individual name	Address
REAL PROPERTY	KAREN F. MEYER	150 MOUNT VERNON STREET, SUITE 500 BOSTON, MA 02125 USA USA
REAL PROPERTY	JOHN A. MOSTYN	150 MOUNT VERNON STREET, SUITE 500 BOSTON, MA 02125 USA USA

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Consolidation

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

EXHIBIT A-4

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 042964561

[Request certificate](#)

[New search](#)

Summary for: CORCORAN JENNISON COMPANY, INC.

The exact name of the Domestic Profit Corporation: CORCORAN JENNISON COMPANY, INC.		
The name was changed from: CORCORAN, JENNISON, INC. on 10-26-1987		
Merged with BLUEBERRY PATCH DEVELOPMENT CO on 12-31-1990 Merged with BREWSTER PROPERTIES CORPORATIO on 12-31-1990 Merged with CORCORAN JENNISON SECURITIES, on 12-31-1990		
Entity type: Domestic Profit Corporation		
Identification Number: 042964561	Old ID Number: 000254207	
Date of Organization in Massachusetts: 04-09-1987	Date of Revival:	
Last date certain:		
Current Fiscal Month/Day: 12/31	Previous Fiscal Month/Day: 12/31	
The location of the Principal Office:		
Address: 150 MOUNT VERNON ST. SUITE 500		
City or town, State, Zip code, BOSTON, MA 02125 USA		
Country:		
The name and address of the Registered Agent:		
Name: JOHN A MOSTYN		
Address: 150 MOUNT VERNON STREET SUITE 500		
City or town, State, Zip code, BOSTON, MA 02125 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	MICHAEL J CORCORAN	1 CUNNINGHAM LANE MILTON, MA 02186 USA
TREASURER	JONATHAN DOONAN	150 MOUNT VERNON STREET SUITE 500 BOSTON, MA 02125 USA
SECRETARY	JOHN A MOSTYN	59 REDLANDS ROAD UNIT 1 WEST ROXBURY, MA 02132 USA

DIRECTOR	MICHAEL J CORCORAN	1 CUNNINGHAM LANE MILTON, MA 02186 USA
DIRECTOR	JOSEPH J. CORCORAN	141 GERALD ROAD MILTON, MA 02186 USA
DIRECTOR	GARY A. JENNISON JR.	125 DORCHESTER STREET QUINCY, MA 02171 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$1	10,000	\$10,000	1,000

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

- ALL FILINGS ▲
- Annual Report ■
- Application For Revival
- Articles of Amendment
- Articles of Charter Surrender
- Articles of Consolidation, Domestic and Domestic

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

EXHIBIT A-5

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 043540422

[Request certificate](#)

[New search](#)

Summary for: CORCORAN JENNISON HOSPITALITY LLC

The exact name of the Domestic Limited Liability Company (LLC): CORCORAN JENNISON HOSPITALITY LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 043540422

Old ID Number: 000730622

Date of Organization in Massachusetts: 12-04-2000

Date of Revival:

Last date certain:

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

Address: CORCORAN JENNISON COMPANIES 150 MT. VERNON ST., STE 500

City or town, State, Zip code, Country: BOSTON, MA 02125-0000 USA

The name and address of the Resident Agent:

Name: CORCORAN JENNISON HOSPITALITY COMPANY INC

Address: 150 MT. VERNON ST., STE 500

City or town, State, Zip code, Country: BOSTON, MA 02125-0000 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	CORCORAN JENNISON HOSPITALITY COMPANY, INC	150 MOUNT VERNON STREET SUITE 500 BOSTON, MA 02125-0000 USA

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

Title	Individual name	Address
SOC SIGNATORY	JOHN A MOSTYN	150 MT. VERNON ST., STE 500 BOSTON, MA 02125-0000 USA
SOC SIGNATORY	KAREN MEYER	150 MT. VERNON ST., STE 500 BOSTON, MA 02125-0000 USA
SOC SIGNATORY	CORCORAN JENNISON HOSPITALITY COMPANY INC	150 MT. VERNON ST., STE 500 BOSTON, MA 02125-0000 USA

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

Title	Individual name	Address
REAL PROPERTY	CORCORAN JENNISON HOSPITALITY COMPANY, INC	150 MOUNT VERNON STREET SUITE 500 BOSTON, MA 02125 USA

Consent

Confidential Data

Merger Allowed

Manufacturing

View filings for this business entity:

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

[View filings](#)

Comments or notes associated with this business entity:

EXHIBIT A-6

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 042775416

[Request certificate](#)

[New search](#)

Summary for: CORCORAN JENNISON HOSPITALITY COMPANY, INC.

The exact name of the Domestic Profit Corporation: CORCORAN JENNISON HOSPITALITY COMPANY, INC.

The name was changed from: CMJ HOSPITALITY MANAGEMENT COMPANY, INC. **on** 10-29-1987

Entity type: Domestic Profit Corporation

Identification Number: 042775416

Old ID Number: 000188867

Date of Organization in Massachusetts: 12-23-1982

Date of Revival:

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 5519 S GARFIELD ST HINSDALE, IL

City or town, State, Zip code, Country: OFFICER OF MANAGER, MA 60521 USA

The name and address of the Registered Agent:

Name: JOHN A MOSTYN

Address: 150 MOUNT VERNON STREET SUITE 500

City or town, State, Zip code, Country: BOSTON, MA 02125 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	MICHAEL J CORCORAN	1 CUNNINGHAM LANE MILTON, MA 02186 USA
TREASURER	JONATHAN DOONAN	21 LAUREL CIRCILE NEEDHAM, MA 02125 USA
SECRETARY	JOHN A MOSTYN	59 REDLANDS ROAD UNIT 1 WEST ROXBURY, MA 02132 USA
CHIEF EXECUTIVE OFFICER	ROBERT NEWMAN	2860 MAIN STREET BREWSTER, MA 02631 USA
DIRECTOR	GARY JENNISON	286 OLD FARM RD. MILTON, MA 00000 USA
DIRECTOR	MICHAEL J CORCORAN	1 CUNNINGHAM LANE MILTON, MA 02186 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$1	10,000	\$10,000	1,000

Consent

Confidential Data

Merger Allowed

Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Charter Surrender
- Articles of Consolidation, Domestication, or

[View filings](#)

Comments or notes associated with this business entity:

EXHIBIT A-7

THE JOSEPH E. CORCORAN FAMILY TRUST - 1999
TRUSTEE CERTIFICATE

The undersigned, Michael Corcoran, Trustee of the Joseph E. Corcoran Family Trust - 1999, created under a Declaration of Trust dated as of January 1, 2016, states:

- a. That Michael Corcoran, Joseph J. Corcoran, and Bryan Connolly, are the current and sole Trustees of said Trust;
- b. Michael Corcoran, Joseph J. Corcoran, and Bryan Connolly, as Trustees, established the Joseph E. Corcoran Family Trust - 1999, dated November 19, 1999;
- c. That the Beneficiaries of the Trust are several family members of Joseph E. Corcoran, deceased, with no control over the assets of the trust;
- d. That pursuant to said Trust, the Trustees have full right, power and authority to deal with any property owned or held by the Trust with the same force and effect as though such property were individually owned;
- f. That the Trustees are duly authorized and empowered by the Trust to execute such documents as the Trustee deems necessary to effectuate the duties and obligations contained in the Trust.
- e. Pursuant to Section 3.14 of the Declaration of Trust, a written instrument signed by any Trustee hereunder as to the identity of the Trustees or as to any other facts or matters relating to the trust or its management shall be conclusive as to all facts stated in such instrument in favor of any person relying thereon, and no one dealing with any Trustee shall be held to see to the application of any money or property transferred to or upon the order of such Trustee.

SIGNATURES TO FOLLOW ON NEXT PAGE

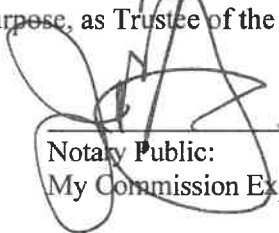
Witness my hand and seal this 2th day of March 2024.


Michael Corcoran, Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 2th day of March 2024, before me, the undersigned notary public, personally appeared Michael Corcoran as Trustee as aforesaid, proved to me through satisfactory evidence of identification, which were personally known, to be the persons whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Trustee of the Joseph E. Corcoran Family Trust - 1999.


Notary Public:
My Commission Expires:

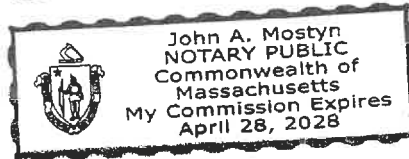


EXHIBIT A-8

THE GLENWOOD MILLENIUM TRUST
TRUSTEE CERTIFICATE

The undersigned, Robert McCrillis, Trustee of the Glenwood Millennium Trust, created under a Declaration of Trust dated July 1, 2000, states:

- a. That Gary Jennison, Jr. and Robert McCrillis, are the sole Trustees of said Trust;
- b. Gary Jennison, Jr. and Robert McCrillis, as Trustees, established the Glenwood Millennium Trust, dated July 1, 2000;
- c. That the Beneficiaries of the Trust are several family members of Gary Jennison, Jr. with no control over the assets of the trust;
- d. That pursuant to said Trust, the Trustees have full right, power and authority to deal with any property owned or held by the Trust with the same force and effect as though such property were individually owned;
- f. That the Trustees are duly authorized and empowered by the Trust to execute such documents as the Trustee deems necessary to effectuate the duties and obligations contained in the Trust.
- e. Pursuant to Section 3.14 of the Declaration of Trust, a written instrument signed by any Trustee hereunder as to the identity of the Trustees or as to any other facts or matters relating to the trust or its management shall be conclusive as to all facts stated in such instrument in favor of any person relying thereon, and no one dealing with any Trustee shall be held to see to the application of any money or property transferred to or upon the order of such Trustee.

SIGNATURES TO FOLLOW ON NEXT PAGE

Witness my hand and seal this 13th day of March 2024.

Robert McCrillis
Robert McCrillis, Trustee

STATE OF MAINE

York, ss.

On this 13th day of March 2024, before me, the undersigned notary public, personally appeared Robert McCrillis, as Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a personally known, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Trustee of the Glenwood Millennium Trust.

[Signature]
Notary Public:
My Commission Expires: 4/28/28

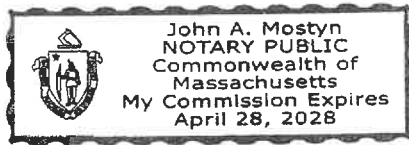


EXHIBIT B

EXHIBIT B

LICENSES IN WHICH THE APPLICANT HAS AN INTEREST

Bayside Club Hotel LLC (d/b/a Club Hotel by DoubleTree)	§12 On Premises	240 Mt. Vernon St. Boston, MA 02125
Ocean Edge Resort Ltd. Partnership (d/b/a Ocean Edge Inn and Conference Center)	§12 On Premises	2907 Main St. Brewster, MA 02631
Ocean Edge Resort Ltd. Partnership (d/b/a Linx Tavern & Bar)	§12 On Premises	832 Villages Drive Brewster, MA 02631
OERGC, Inc. (d/b/a Ocean Edge Resorts)	§15 Package Store	2907 Main St. Brewster, MA 02631
2740 Main Street Holdings LLC (d/b/a Beach House Spa)	§12 On Premises Wine & Malt Seasonal	2740 Main Street Brewster, MA 02631
CJ Washington Street, LLC (d/b/a DoubleTree Hotel Boston)	§12 On Premises	821 Washington Street Boston, MA 02111

COPY OF SALES AGREEMENT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of this ___ day of March, 2023, by **MICHELE A. ROWAN**, as Trustee of the **OLD SEA PINES REALTY TRUST**, established under declaration of trust dated May 16, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10783, Page 288, owner of the real property located at 2553 Main Street, Brewster, MA (the “Realty Seller”) and **OLD SEA PINES INN CORP.**, a Massachusetts corporation, owner of the business known as the “Old Sea Pines Inn” (the “Business Seller”) and collectively with the Realty Seller, the “Seller”) each having an address of 2553 Main Street, Brewster, MA 02631, and **ROUTE 6A BREWSTER HOLDINGS, LLC**, a Massachusetts limited liability company with an address of 150 Mount Vernon Street, Suite 500, Boston, MA 02125 or its nominee (the “Buyer”).

RECITALS

The Realty Seller is the owner of certain real property with improvements thereon located at 2553 Main Street, Brewster, Massachusetts as described in the deed recorded with the Barnstable County Registry of Deeds in Book 10783, Page 295 and more particularly described in Exhibit A attached hereto (the “Real Property”), and the property located at 2537 Main Street, Brewster, Massachusetts as described in a deed recorded with said Registry in Book 22021 Page 235 (the “Easement Property” as referenced in Section 3.1.f below), and the Business Seller is the owner of certain tangible personal property (the “Personal Property”) relating to the operation of the business known as “Old Sea Pines Inn” (the “Business”) located on and/or used in connection with the Real Property and the operation thereof of an inn, including without limitation the furniture, fixtures, equipment and appliances, and excluding those items set forth on the exclusion list provided to Buyer and attached hereto as Exhibit B. The Business Seller is also the owner of the goodwill associated with the Business, customer lists relating to the business, telephone numbers and all other intangibles, including the website and its related domain name and the right to the use of the name “Old Sea Pines Inn” (the “Goodwill”). The Real Property, Personal Property, and Goodwill (excluding the Easement Property), as well as all permits, licenses and other matters relating thereto and to the Business operated thereon for Seller, to the extent that the same exist and are transferable by Seller and all rights appurtenant to each of the foregoing, are referred to collectively herein as the “Property”.

Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions contained herein.

AGREEMENT

1. Purchase and Sale:

1.1 Agreement to Buy and Sell: On the terms and conditions contained in this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, at the Closing (as defined below).

1.2 Purchase Price: The purchase price for the Property (the "Purchase Price") shall be Two Million Six Hundred Thousand and no/100 (\$2,600,000.00) Dollars. The Purchase Price shall be allocated among the various parts of the Property being hereby sold which allocation will be agreed upon prior to Closing.

1.3 Payment of Purchase Price: The Purchase Price shall be payable by Buyer as follows:

a. Escrow Payment: Two Hundred Sixty Thousand and no/100 (\$260,000.00) Dollars, of which \$1,000.00 has previously been paid, \$129,000.00 is paid upon signing of this Agreement, and \$130,000.00 is to be paid upon the expiration of the due diligence period (as hereinafter described in Section 2.3 hereof), collectively hereinafter the "Deposit" held by Carey Commercial Inc. ("Escrow Agent").

i. The Escrow Agent shall hold the Deposit in an FDIC insured interest bearing account for disbursement in accordance with the terms and provisions set forth herein and the Deposit shall be duly accounted for at the time for performance of this Agreement. Interest shall follow the Deposit.

ii. If Closing occurs in accordance with this Agreement, the entire Deposit shall be credited and applied to the Purchase Price at Closing as defined in Section 2.7 herein.

iii. If this Agreement is terminated, or if either party fails to perform any of its agreements hereunder, the Deposit shall be disposed of in the manner hereinafter provided.

iv. In the event of a dispute about whether the release of the Deposit is then appropriate, the Escrow Agent shall retain the Deposit pending written instructions given by both Seller and Buyer or by a court of competent jurisdiction.

b. Closing Payment: At the Closing, Buyer shall deliver or cause to be delivered to Seller an attorney's IOLTA check, a certified or bank cashier's check, or wire-transferred federal funds in the amount of the balance of the Purchase Price and other amounts payable by Buyer hereunder, if any, calculated as follows:

i.	Purchase Price:	\$ 2,600,000.00
ii.	less the Deposit:	\$ 260,000.00
iii.	Balance Due at Closing:	\$ 2,340,000.00

The Balance Due at Closing shall be payable as provided above, adjusted by the prorations set forth in Section 4.4 of this Agreement.

1.4 Assumption of Liabilities. Buyer assumes none of Seller's liabilities, including, without limitation, (i) any accounts payable incurred prior to the closing, (ii) any obligations payable to officers, shareholders, affiliated companies or other parties related to Seller, (iii) any and all tax liabilities, and (iv) any liability of Seller for any employee benefit plans or contributions to said plans. The Seller shall be solely liable for the liabilities and hereby represents and warrants that the liabilities shall be paid in full as of the Closing date. Seller shall indemnify and hold Buyer harmless from said liabilities in accordance with an Affidavit and Indemnity Agreement attached hereto as Exhibit C. Buyer shall also have no obligation to offer employment to employees of Seller.

2. General Provisions:

2.1 Title and Deed: At the Closing, the Real Property shall be conveyed by a good and sufficient Quitclaim Deed to Buyer or Buyer's nominee ("Deed"), which Deed shall convey good and clear record, marketable and insurable title to the Real Property, free from encumbrances or adverse claims, except as follows:

- a. Such taxes for the then current year, as are not due and payable on date of delivery of the Deed;
- b. Betterment assessments, if any, assessed after the date of this Agreement;
- c. Federal, state and local laws, ordinances, by-laws and rules in regulating the use of the land and particularly environmental, building, zoning, health, rent control and condominium conversion laws, if any, as applicable as of the date of this Agreement; and
- d. Easements, restrictions and reservations of record, if any, existing prior to the Examination Date defined below, and not objected to by Buyer as a Title Defect under Section 2.2;

2.2 Title Examination Date:

- a. Buyer acknowledges that Buyer is obligated to complete an examination of the title to the Real Property and the Easement Property defined in the Easement Contingency Section 3.1. f. below, as a condition to close. Buyer shall give Seller and Seller's counsel written notice of a claimed defect (the "Title Objection"). The Title Objection shall specify any defects claimed in Seller's title and delivered to Seller not later than 5:00 PM on the Due Diligence Date (as defined in Section 23 hereof).
- b. Seller may elect (but shall not be obligated) to remove or cause to be removed, or insured without exception, any Title Objections. If reasonably necessary, Seller shall be entitled to extend the Closing Date (for a period not to exceed 30 days) for the purpose of removing any Title Objections ("Cure"). Seller shall notify Buyer in

writing ("Seller's Cure Notice") within three (3) Business Days after receipt of the Title Objection Notice whether Seller elects to Cure some or all of the Title Objections; and if Seller fails to give a Seller's Cure Notice by such date, same shall be deemed to be Seller's election not to Cure any of the Title Objections. If Seller elects to cure some or all of the Title Objections, Seller shall use reasonable efforts to Cure the Title Objections that Seller has elected to Cure prior to Closing and Buyer shall be given a reasonable opportunity prior to Closing to verify that such matter has in Buyer's sole discretion been cured to Buyer's satisfaction.

- c. If Seller elects not to Cure all of the Title Objections, or is deemed to have not elected to Cure all of the Title Objections, Buyer may elect, by written notice delivered to Seller within three (3) Business Days after receipt of Seller's Cure Notice (or deemed election), to either (i) terminate this Agreement, by giving written notice thereof to Seller and Escrow Agent, in which event the Deposit (including any and all sums released from the Deposit under the Septic Contingency Section 3.1.e below) shall be paid to Buyer without any further required action by either Buyer or Seller as Buyer's sole and exclusive remedy on account thereof, and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement, or (ii) waive such Title Objections, in which event such Title Objections shall be deemed Permitted Exceptions; and if Buyer fails to give such notice to Seller by such date, same shall be deemed to be Buyer's election to waive such Title Objections, as provided in clause (ii).
- d. If, prior to the Closing, Seller fails or is unable to Cure the Title Objections that Seller has elected to Cure pursuant to Seller's Cure Notice, Buyer may elect to either (i) terminate this Agreement by giving written notice thereof to Seller and Escrow Agent, in which event the Deposit (including any and all sums released from the Deposit under the Septic Contingency Section 3.1.e below) shall be paid to Buyer without any further action by Buyer or Seller, as Buyer's sole and exclusive remedy on account thereof, and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement, or (ii) waive such Title Objections, in which event such Title Objections shall be deemed Permitted Exceptions and the Closing shall occur as herein provided without any reduction of or credit against the Purchase Price; and if Buyer fails to give such notice to Seller, same shall be deemed to be Buyer's election to waive such Title Objections, as provided in clause (ii), and to waive its right to terminate this Agreement pursuant to clause (i), and the Closing shall proceed.
- e. If any new easement, restriction, encumbrance, lien or other title matter materially affecting the use and occupancy of the Property first becomes of record after the Title Examination Date (other than an exception caused by Buyer), and same is not a Permitted Encumbrance, Seller shall use reasonable efforts to Cure such new title matter, and, if necessary, the Closing may be extended by Seller for a period not to

exceed 30 days to permit such Cure. In the event such new title exception is not Cured within such period, Buyer shall have the right, by written notice to Seller and Escrow Agent, to terminate this Agreement, in which event Buyer shall be entitled to the immediate return of the Deposit (including any and all sums released from the Deposit under the Septic Contingency Section 3.1.e below) without further action by Buyer or Seller, as Buyer's sole and exclusive remedy on account thereof and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement.

- f. Full possession of said Property, free of all tenants and occupants including guests of the Inn operated thereon and free of any reservations and advanced bookings, is to be delivered at the time of the Closing, said Premises to be then (a) in the same condition as they were at the end of the Due Diligence Date, reasonable use and wear thereof excepted, (b) not in violation of said Federal, state and local laws, ordinances, by-laws and rules in regulating the use of the land and particularly environmental, building, zoning, health, rent control and condominium conversion laws; and (c) in compliance with provisions of any instrument referred to in clause 2.1 hereof. Seller shall deliver the Property in broom clean condition, free and clear of all of Seller's personal property and debris, and the goods and debris of third parties, removing all of Seller's possessions therefrom that are not being sold to or left for the benefit of Buyer. The Buyer shall be entitled to inspect the Property prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause in their then condition.

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Real Property or the Easement, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Property conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Seller shall not be required to expend more than \$13,000.00, exclusive of mortgages and voluntary liens or any repair item contained in this agreement to accomplish same.

To enable Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the said deed, or appropriate arrangement is made for their subsequent recording in accordance with customary local conveyancing practice.

No attempt by the Seller to cure any alleged defect, encumbrance, lien, or exception to title shall constitute an admission of its validity. It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required

to do so, and shall have the right, at the option of their counsel, to deem title to the Property unacceptable or unmarketable.

This Section shall be construed to apply to matters affecting title, and compliance of the Property with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the premises and to which the premises are subject under the terms of this agreement. This Section shall not, however, be construed to excuse Seller from vacating the premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance.

2.3 Buyer's Review of Property: Buyer's obligation to perform is subject to a due diligence period of Buyer, which period shall expire on April 11, 2023 ("Due Diligence Date") whereby Buyer shall have the right to conduct inspections and evaluations of the Property, and records relating to the Property, including without limitation, structural, mechanical and environmental inspections, review of income and expense information, and an evaluation of licenses, permits, and any restrictions on the Property's use, structures, or transferability under federal, state, regional or local law, including without limitation the Brewster Zoning Bylaw. Seller shall provide Buyer with due diligence information promptly following any request for same. Buyer shall keep in strictest confidence all information learned from the documents and other information delivered to Buyer and from Buyer's inspections of the Property. Buyer shall continue to keep in strictest confidence all information learned from such inspections and shall destroy or delete all copies and/or return to Seller all original documents and other materials delivered to or received by Buyer pursuant to this Agreement in the event that this Agreement is terminated as provided herein. Buyer may terminate this Agreement under this Section 2.3 in its sole discretion in accordance with Section 2.4.

2.4 Termination by Buyer: If Buyer elects to terminate this Agreement in accordance with Sections 2.2 or 2.3 of this Agreement, Buyer shall so notify Seller's counsel in writing, thereupon: (a) Escrow Agent shall return all funds which have been deposited or delivered by Buyer; (b) Buyer shall destroy or delete all copies of documents and materials received from Seller and shall return to Seller all original documents provided to Buyer by Seller or Seller's Broker; (c) this Agreement shall terminate; and (d) neither party shall have any further rights or obligations under this Agreement.

2.5 Operation of the Property: Except as provided herein, until Closing, Seller shall continue to operate the business in its normal and customary manner. Seller agrees not to accept reservations for stays at the inn for periods commencing on or after the Closing. From the date of this Agreement until the Closing or the earlier termination of this Agreement, Seller shall not enter into any encumbrance, lease, concession agreement or license agreement of the Property or any portion of the Property or any renewals or amendments of any of the same or any other contract or agreement with respect to Property, the term of which extends beyond the Closing, without the express written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

2.6 Deliverables by Seller at Closing: At or prior to and as a condition of the Closing:

a. Seller shall deliver to Buyer's counsel (i) a duly executed and acknowledged Quitclaim Deed; (ii) a duly executed bill of sale and assignment of all articles of tangible and intangible Personal Property and Goodwill ("Bill of Sale"); (iii) an affidavit or qualifying statement satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986 as amended and the regulations thereunder (the "Non-Foreign Affidavit"); (iv) all keys in Seller's possession; (v) any certificates of occupancy which are in Seller's possession; (vi) all license, permits, warranties and guarantees relating to the Property; (vii) all current real estate and personal property tax bills relating to the property, or copies thereof; (viii) assignment of contracts where appropriate; (ix) such other documents as may be reasonably required of Seller by Buyer's counsel to effect the within transaction; (x) a certificate of good standing for the Business Seller from the Secretary of the Commonwealth of Massachusetts; (xi) title insurance affidavit regarding mechanics' liens, unpaid bills, and tenants' rights in standard form; (xii) a waiver of corporate excise tax for the Business Seller; (xiii) an affidavit that all debts of the Seller have been paid in full or will be paid in full out of the proceeds of the sale; and (xiv) smoke detector and carbon monoxide certificates from the Town of Brewster; (xv) duly executed Easement required under 3.1 f. together with any necessary partial releases or mortgagee's consents; (xvi) Seller Indemnity as required under Section 1.4.

b. Buyer shall deliver to Seller's counsel all documents to be executed and delivered by Buyer at the Closing and thereafter, and such other instruments and documents, in form and substance acceptable to Seller and Buyer, as may be reasonably necessary, convenient or consistent in the opinion of Seller's counsel in order to close this transaction in accordance with the provisions hereof. All of the foregoing documents indicated in this Section 2.6 are herein referred to as the "Closing Documents."

- 2.7 Closing. The term "Closing" (sometimes also referred to as the "Closing Date") shall mean the date on which the Deed is delivered by Seller to Buyer and the balance due of the Purchase Price is paid by Buyer to Seller. The Closing shall take place at the offices of Buyer's counsel at 72 Main Street (Route 28), West Harwich, Massachusetts, 02671. The Closing shall occur at 11:00 a.m. on October 30, 2023. Upon written notice from Buyer to Seller at least five (5) business days in advance of Closing, the Closing may occur at some other specific time and location, provided the same is in Barnstable County. The parties agree that neither the Seller nor the Seller's counsel shall be required to physically attend the closing and agree to facilitate delivery of the necessary closing documents to Buyer's counsel via recognized overnight delivery service (i.e., FedEx, UPS). Time is of the essence of this Agreement.
- 2.8 Licenses. Seller will cooperate in the transfer or the obtaining of any and all licenses to the Buyer, including all licenses from the Town of Brewster or state as may be needed in the operation of the business by the Buyer including, but not limited to a liquor license, held by the Seller and in effect as of the Closing Date.
- 2.9 Signage: Seller represents that, to the best of its knowledge, it has received no notice from the Town of Brewster that any existing signs are illegal or must be removed.

2.10 OIL FUEL LINE and OIL TANKS: If applicable, Seller shall provide a certificate of compliance (527 CMR 4.00 – Form 1A) in accordance with M.G.L. c. 148, § 38J, stating that said fuel line is in compliance with said statute at closing and shall provide all necessary Certificates of Compliance from the Town of Brewster. [THERE ARE NO OIL TANKS ON THE PROPERTY]

2.11 If the Property is affected by an Order of Conditions issued by the Brewster Conservation Commission SELLER shall provide BUYER with a certificate of compliance for said Order of Conditions prior to closing.

3. Conditions Precedent to Closing:

3.1 The Closing and Buyer's obligation to perform at Closing under this Agreement are also conditioned upon the fulfillment of each and all of the following:

a. Due Performance: All documents to be provided by Seller shall have been delivered to the Buyer's counsel or Broker, Seller shall have duly performed all of Seller's obligations under this Agreement and Buyer shall have obtained issuance or transfer of all licenses necessary for the operation of the Business;

b. No Contingency Notices: No contingency notices have been timely delivered to Sellers pursuant to Section 2 hereof.

c. Damage or Destruction: Prior to the recording of the Deed, the risk of loss shall be on the Seller. Seller shall continue to carry fire and any other insurance coverage Seller presently maintains on the buildings on the Premises (or, upon the written request of the Buyer, and at the buyer's expense, in such greater amount as Buyer may reasonably request). If the Premises is damaged by fire or other casualty prior to the Closing Date as the same may be extended hereunder, regardless of the extent of the restoration, the Buyer shall have the election to terminate this Agreement and be repaid the Deposit (including any and all sums released from the Deposit under the Septic Contingency Section 3.1.e below).

If Buyer elects to purchase, Seller shall assign all insurance proceeds to Buyer and the Purchase Price shall be reduced by:

i. the net amount of any insurance proceeds which a mortgagee has applied to the mortgage debt, less any amount reasonably expended by Seller for partial renovation.

ii. the amount of any insurance proceeds retained by Seller; and

iii. any deductible amount under Seller's insurance policy.

d. Bankruptcy: No action or proceeding shall have been commenced by or against Seller under the Federal Bankruptcy Code or any state law for the relief of debtors or for the enforcement of the rights of creditors.

e. Septic Contingency: The Buyer's obligation to purchase is contingent on the Seller having the On Site Waster Water Disposal System inspected by a licensed System Inspector pursuant to the requirements of Title V of the State Environmental Code (310 C.M.R. 15.300) prior to the date for performance hereunder and Seller delivering at closing a Certificate of Compliance or "Passed" System. Seller has advised the Buyer that the septic systems serving the Property have failed. Seller has agreed to make all repairs necessary in order to put the systems in good working order prior to Closing and provide Certificates of Compliance as required by Title V and the Town of Brewster. To assist in the completion of the necessary repairs, Buyer has agreed, subsequent to the Due Diligence Period, to authorize the release of up to \$100,000.00 of the deposit held by the Escrow Agent, to reimburse the Seller for any expenses incurred with respect to such repairs upon presentation of invoices for such work, such invoices to be presented in minimum amounts of \$10,000.00 and to be approved by the Buyer's engineer, such approval not to be unreasonably withheld, all such amounts reimbursed to be credited toward the purchase price at Closing. Should the Seller decline to make said repairs and fails to provide compliant Title V inspection reports and Certificates of Compliance by the Closing Date, all payments made under this Agreement shall be forthwith refunded (including any and all sums that may have been released from the Deposit under this Section) and all other obligations of the parties shall cease and this Agreement shall be void without recourse to the parties hereto. **Michelle A. Rowan and Stephen B. Rowan, personally guarantee to repay Buyer for any sums released from the escrow, in the event that this Agreement is terminated through no fault of the Buyer.**

f. Easement Contingency: At the time of Closing, Seller shall deliver to Buyer an easement over Seller's abutting property located at 2537 Main Street, Brewster, MA (the "Easement Property") and shown on the plan recorded with the Barnstable County Registry of Deeds in Plan Book 324, Page 61, for vehicular and pedestrian access, egress, parking, landscaping, use of shed and other customary and ancillary uses, with the terms of such easement (including access to the dumpster) to be mutually agreed upon by the parties at the time of Closing. Said easement to be substantially in the form attached hereto as Exhibit D and shall include consents or releases from mortgagees or other lien holders as appropriate.

3.2 The Closing and Seller's obligation to perform at Closing under this Agreement are conditioned upon the fulfillment of each and all of the following:

a. Payment of Purchase Price: Buyer shall pay the Purchase Price, adjusted as provided in this Agreement.

b. Due Performance: All documents to be provided by Buyer shall have been delivered to the Seller's counsel and Buyer shall have duly performed all of Buyer's obligations under this Agreement.

c. Bankruptcy: No action or proceeding shall have been commenced by or against Buyer under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors.

4. **Instructions on Closing:**

4.1 Recordation and Delivery: When all conditions precedent to Closing have been satisfied or waived as provided herein, Seller's counsel shall:

- a. Deliver to Buyer the Deed for recording;
- b. Deliver to Buyer the Bill of Sale, the Non-Foreign Affidavit, and all other items deposited with Seller's counsel for delivery to Buyer as required herein.

4.2 Default: Liquidated Damages: If Seller is not then in default, if the Buyer fails to fulfill the Buyer's agreements herein, all deposits made hereunder shall be retained by the Seller as liquidated damages, which shall be Seller's sole remedy at law or in equity. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to compute exactly the damages which would accrue to Seller in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (a) the deposit hereunder (\$260,000.00) is the best estimate of the damages which would accrue to Seller in the event of Buyer's default hereunder; (b) said deposit represents damages and not a penalty against Buyer; and (c) the Parties have had the benefit of counsel with regards to the provisions of this Paragraph 4.2

4.3 IN THE EVENT OF SELLER'S DEFAULT: If Buyer is not then in default, THE BUYER MAY AT IT'S OPTION PURSUE SPECIFIC PERFORMANCE UNDER THE CONTRACT AND SELLER SHALL BE LIABLE TO BUYER FOR ALL DAMAGES INCLUDING COMPENSATORY AND CONSEQUENTIAL DAMAGES.

4.3 Pro-rations: The following pro-rations shall be made on the basis of a 365-day year as of the date of Closing, on which date Buyer shall be deemed to own the Property:

- a. Real estate taxes and personal property taxes, based on the most recent tax statement(s) for such property, water and other municipal charges based on the most recent bills therefore (and assuming continuing pro rata charges therefore) and fuel (if any) based on the cost thereof paid by Seller, shall all be prorated as of the Closing.

b. Final readings for all utilities servicing the Property shall be ordered by Seller and performed prior to Closing and Seller shall pay the charges therefore, however, any utilities paid on a monthly basis shall be prorated at Closing.

4.4 Payment of Closing Costs: Seller shall pay documentary transfer taxes and recording fees for releases and discharges of documents evidencing liens on the Property. Each party shall pay its own attorney's fees.

4.5 Delivery of Possession: Seller shall deliver full possession of the Real Property and Business on the day of Closing.

4.6 Collection of Accounts after Closing: If after Closing, Buyer shall collect any accounts belonging to Seller but for which Seller is not credited at Closing, Buyer shall promptly pay the same to Seller. The provisions of this section shall survive the Closing.

5. Seller's Representations and Covenants: Seller makes the following representations to Buyer which representations shall be true and correct both as of the date of this Agreement and as of the Closing, except to the extent that any documents delivered to Buyer by Seller or any inspection or investigation made by Buyer may reveal information to the contrary. Buyer acknowledges that Buyer has not been influenced to enter into this transaction, nor has Buyer relied upon warranted or representations not expressly set forth, or expressly incorporated, in this Agreement.

5.1 Existence, Power and Good Standing of Seller: Seller, will at Closing be, organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, if applicable, and have or will have the power and authority to own and lease their properties and to carry on their business as and where such business is now being conducted, including pursuant to the Zoning Bylaws of the Town of Brewster, and the Seller shall have or will have the full right, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 Authority: This Agreement and all Closing Documents shall be duly authorized and executed and when delivered by Seller will be valid, binding and enforceable obligations of Seller.

5.3 Notices: Seller has received no written notice from any governmental or quasi-governmental authority that the Property presently fails to comply with any federal, state or municipal law, ordinance, regulation or by-law. Seller affirms any such notice received will be disclosed to Buyer and remedied prior to Closing. Seller further affirms any such notice will not prevent or delay Buyer from conducting business after closing.

5.4 Status of the Property:

a. Seller has received no written notice of defects or inadequacies from insurers that would impact insurability regarding cancellation of any insurance on

the Property, or requiring performance of any repairs, alterations or other work thereon except as may have been disclosed to Buyer.

b. Seller does not know of any adverse material facts related to the physical condition of the Property including but not limited to environmental hazards affecting the property or the premises, structural deficiencies, the presence of mold, the presence of underground fuel storage tanks, a prior release of hazardous substances or oil on the premises, or defects in utility connections.

c. Seller represents that all buildings, structures and improvements including, but not limited to driveways, garages, septic systems and wells, if any, are located completely within the boundary lines of the Property and do not encroach upon or under any property not within the Property lines.

d. Seller represents that no building, structure or improvement, way or property of any kind encroaches upon or under said Property from any other premises.

e. Seller represents that any and all improvements and/or renovations completed or commenced during Seller's ownership of the premises have been completed pursuant to duly issued and approved permits.

5.5 Litigation: To the best of Seller's knowledge, there is no material claim, suit, action, governmental investigation, litigation, administrative, arbitration or other proceeding of any kind pending against or to the knowledge of the Seller, threatened against, relating to, or involving Seller, the Property, or the business operated thereon.

5.6 Financial Statements: To the best of Seller's knowledge, the tax returns ("Tax Returns") presented to Buyer are for the business known as Old Sea Pines Inn, but are unaudited by any Certified Public Accountant ("CPA"). Except as disclosed in the Tax Returns or otherwise, Seller has no material liabilities and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Seller which might give rise to any material liabilities against the Property or the business operated thereon. Since the date of the Tax Returns, the Property and the business thereon have been operated in the usual and ordinary course of business and there has been no substantial change, event or occurrence which has materially and adversely affected the Property or the business operated thereon.

5.7 Franchise Agreement: Seller represents that there is no franchise agreement associated with the Property or with the business.

5.8 No Conflicting Instruments: To the best of Seller's knowledge, the execution, delivery and performance of this Agreement by Seller will not constitute a breach or violation of any law, rule, regulation, judgment, order or other decree or contract by which Seller may be bound.

5.9 Material Misstatements or Omissions: To the best of Seller's knowledge, no representation by Seller contained in this Agreement nor any document, statement, certificate or schedule furnished or to be furnished to Buyer pursuant hereto or in connection with the transactions contemplated hereby contains, or will when furnished contain, any material untrue statement of material fact, or omits or will then omit to state a material fact necessary to make the statement of facts contained herein or therein not misleading, which will result in a material adverse effect to Buyer.

5.10 Miscellaneous Representations:

a. Seller is not a party to, nor knows of any notice of the institution of any legal action or proceeding, and is not in receipt of any deficiency notice issued by any federal, state or local court or governmental agency with respect to the Property.

b. For any mechanic's liens, claims for lien or claims against the Property Seller will pay all bills for work done and materials supplied to the Property and have cleared the liens or claims against the property prior to the Closing Date.

c. To the best of Seller's knowledge and information, the Seller knows of no asbestos, lead or any underground oil tanks at the Property.

d. Seller, up to the Closing, agrees to maintain the grounds in its usual course of business.

e. Seller shall disclose to Buyer any client discounts, discount coupons or oral agreements for future reservations and the room prepayments and gift certificates shall be provided as represented in Section 1.4 above.

6. Buyer's Representations, Warranties and Covenants:

Buyer makes the following representations and warranties to Seller which representations and warranties shall be true and correct both as of the date of this Agreement and as of the Closing, and upon which representations and warranties Seller shall be entitled to rely.

6.1 No Conflicting Instruments: The execution, delivery and performance of this Agreement by Buyer will not constitute a breach or violation of any law, rule, regulation, judgment, order or other decree or contract by which Buyer may be bound.

6.2 Independent Investigation: Buyer has made and will make its own independent investigation and due diligence analysis and, except for the representations expressly made by Seller herein, has relied upon its own expertise and its own experts in making its decision to purchase the Property. Buyer is acquiring the Property based upon Buyer's own evaluation of future business potential of Seller's Business, and Buyer is not relying upon any representations or warranties by Seller of future business profits.

6.3 Material Misstatements or Omissions: No representation or warranty by Buyer contained in this Agreement nor any document, statement, certificate or schedule furnished or to be furnished to Seller pursuant hereto or in connection with the transactions contemplated hereby contains, or will when furnished contain, any material untrue statement of material fact, or omits or will then omit to state a material fact necessary to make the statement of facts contained herein or therein not misleading, which will result in a material adverse effect to Seller.

6.4 No Violation: The execution, delivery, compliance with and performance by Buyer of this Agreement will not violate or contravene any law, statute, rule, regulation, order, judgment or decree to which Buyer is subject or conflict with or result in a breach of or constitute a default by any party under any contract or agreement to which Buyer is a party.

8. **Miscellaneous Provisions:**

8.1 Broker:

a. The Buyer and Seller represent and warrant that, with regard to this specific transaction, Carey Commercial, Inc. has represented the Seller, and is to be a commission in accordance with a separate agreement with Seller, if, as and when the full purchase price is paid, the deed is recorded and this transaction closes in accordance with the terms hereof and not otherwise.

The broker, Carey Commercial, Inc. warrants that it is duly licensed as such by the Commonwealth of Massachusetts and joins in this agreement and becomes a party hereto, insofar as any provision of this agreement expressly apply to the broker, and to any amendments or modifications of such provisions to which the broker agrees in writing. Neither party hereto knows of any other broker who has claimed or may have the right to claim a commission with respect to this Purchase and Sale Agreement. BUYER represents and warrants to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein, and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Section shall survive delivery of the deed hereunder.

9.2 Notices: Any notice, request, demand, instruction or other document to be given hereunder or pursuant hereto shall be in writing and shall be personally delivered or sent by electronic mail as follows:

To Seller at: 2537 Main Street
Brewster, MA 02631

with a copy to: Melanie J. O'Keefe, Esq.
La Tanzi, Spaulding & Landreth
8 Cardinal Lane; P.O. Box 2300

Orleans, MA 02653
Ph: (508) 255-2133 Fax: (508) 255-3786
mokeefe@latanzi.com

To Buyer at: 150 Mount Vernon Street, Suite 500
Boston, MA 02125

with a copy to: Michael D. Ford, Esq.
72 Main Street; P.O. Box 485
West Harwich, MA 02671
Ph: (508) 430-1900 Fax: (508) 430-9979
mike@fordandfordattorneys.com

9.3 Entire Agreement: This Agreement is intended by the Parties as a final expression and a complete and exclusive statement of the entire agreement of the Parties with respect to the subject matter hereof, and, as such, this Agreement supersedes all prior understandings and agreements, whether oral or in writing, between the Parties respecting the subject matter of this Agreement.

9.4 Severability: In the event that any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement, and the remaining parts hereof will remain in full force and effect, as fully as if such invalid, illegal or unenforceable portion had never been part of this Agreement.

9.5 Amendments: This Agreement may be amended at any time only by the written agreement of Buyer and Seller. All amendments, changes, revisions and discharges of this Agreement, in whole or in part, and from time to time, shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing and executed by both Parties. Amendments and extensions of the time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel therefore.

9.6 No Third Party Benefit: This Agreement is intended to benefit only the Parties to this Agreement, and no other person or entity has or shall acquire any rights under this Agreement.

9.7 Time of Performance: If the day for which performance is required hereunder shall occur on a Saturday, Sunday or legal holiday, recognized by the Commonwealth of Massachusetts or the United States Government, then such day for performance so required shall be deemed to be the next business day occurring thereafter.

9.8 Further Action: Each party agrees to execute such further documents or escrow instructions and to take such further action as may be reasonably necessary or desirable to effectuate the intents and purposes of this Agreement and to consummate the transactions contemplated herein, in a timely manner.

9.9 Counterparts: This Agreement (and any amendments hereto) may be executed in counterparts, each of which when executed shall be an original and all of which together shall constitute one and the same Agreement.

9.10 Successors and Assigns: This Agreement shall be binding upon, enforceable by and shall inure to the benefit of the successors and assigns of the Parties hereto. Buyer may assign this Agreement to an entity that will include the Buyer or its principals as an equity owner without the consent of the Seller.

9.11 Full Performance Required: Performance of any duty imposed on either party by this Agreement is conditioned on the other party's full performance of all duties imposed on it in this Agreement which are to be performed by such party prior thereto or concurrent therewith or as otherwise agreed to herein.

9.12 Construction; Choice of Law: This Agreement shall be construed fairly and equally as to Buyer and Seller and without regard to which party drafted the same. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. Section headings contained in this Agreement are for the purposes of reference and convenience only and shall not limit or otherwise affect the meaning hereof. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.

9.13 Confidentiality: The parties acknowledge that in the course of this transaction each has acquired, discovered or disclosed to the other confidential or proprietary information ("information"). Seller and Buyer agree to protect and maintain in strict confidence said information and that neither party shall, at any time or in any manner, directly or indirectly, use for its/her benefit or divulge, disclose or communicate in any manner to any third party, except such party's attorneys, accountants, advisors, lenders or any governmental authority having jurisdiction over this matter, any information of the other party, without the prior written consent of such party, which consent may be withheld at such party's discretion. Buyer hereby further agrees not to discuss, divulge, disclose or communicate in any manner whatsoever the existence, nature and/or substance of the pending transaction to and/or with Seller's employees, vendors and customers without Seller's prior written consent. The parties further agree (a) to consult with each other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement, (b) to provide to the other party for review a copy of any such press release or public statement and (c) to not issue any such press release or make any such public statement prior to such consultation and review and the receipt of the prior consent of the other party to this Agreement, unless required by applicable law or regulations of any applicable stock exchange.

9.14 Effective Date: The effective date of this Agreement is the date the Agreement is executed and dated by the last party to execute and date the signature page. If this Agreement shall not be executed and dated by the second party within seven days after the

date of execution by the first party, this Agreement shall be void and of no effect (“Effective Date”).

9.15 Mediation: In the event that there is a dispute under this Agreement, and the Seller and Buyer (hereinafter “Party” or “Parties”) cannot reach agreement on an issue requiring the Parties to agree, then a claim may, at the option of either Party, and upon written notice to the other Party and to the Mediation Firm (the “Mediation Notice”), be submitted to non-binding Mediation, or, if that is not successful within thirty (30) days of the date of the Mediation Notice, then by litigation, in Barnstable County. The Mediation Firm shall be chosen by mutual agreement of the Parties. The procedures to be used and rules to be followed shall be those rules used by the American Arbitration Association, or such other rules as the Mediation Firm shall direct. Any settlement of the Parties in Mediation, as affirmed in writing by the Mediation Firm, shall be final and binding as to any matters submitted to the Mediation Firm and settled thereunder by mutual agreement. Such decision may be entered by either party in any court of competent jurisdiction in the Commonwealth of Massachusetts, and any decision and satisfaction procedure may be enforced by either Party in any such court of competent jurisdiction. All costs and expenses of the Mediation shall be borne equally by the Parties.

9.18. Facsimile, DocuSign or Electronic Mail: To facilitate the execution and delivery of this Agreement, Seller and Buyer agree that original executed Agreements transmitted by Facsimile, DocuSign or electronic mail shall for all purposes be considered and treated as original signed Agreements.

9.19. Maintenance or Service: Between the date of the signing of this Agreement and the Closing, Seller shall maintain and/or service the Property and its appurtenances at the same level of effort and expense as the Seller has maintained and/or serviced the Property for the Seller’s own account prior to the date of this Agreement.

9.20. Errors and Omissions: If any error or omissions are found to have occurred in any calculations or figures used in the settlement statement to be signed by the parties, or would have been included if not for such error or omission, and notice is given thereof to the party to be charged within one hundred and eighty (180) days of closing, then such party agrees to make a payment to correct such error or omission. The parties agree to execute documents reasonably necessary to carry out the provisions of this section and correct any such errors or omissions.

9.22 Plain Language: The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto for any reason, including, without limitation, by virtue of the fact that it may have been drafted or prepared by counsel for one of the parties.

9.23 Title Standards: With respect to the conveyance of the Real Property contemplated by this Agreement, any title matter which is the subject of a title standard of the Real Estate Bar & Association of Massachusetts at the time for delivery of the deed shall be governed by said title standard and practice standards to the extent applicable and not inconsistent

with any provisions of this Agreement. It is agreed by the parties that the Property is not in conformity with those standards unless:

- (A.) All buildings, structures, and improvements, on the Property including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) b are located completely within the boundary lines of the Property and shall not encroach upon or under the property of any other person or entity;
- (B.) No buildings, structures, improvements, or any encumbrances including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind belonging to any other person or entity shall encroach upon or under said Property;
- (C.) The Property shall abut or have, by document recorded at the Registry of Deeds, access to a way duly laid out or accepted as such by the town in which the premises are located;
- (D.) The Property complies with all applicable zoning, building, environmental, health and subdivision laws and regulations; and

9.24 Access Seller shall make the Property available at reasonable times to Buyer and its agents, consultants and engineers for such inspections and tests as Buyer deems appropriate, including for Buyer's engineering inspection(s), hazardous materials inspections, site evaluations, and such other inspections and tests as Buyer deems appropriate; provided, however, that such inspections and tests shall not unreasonably interfere with the use, occupancy or operation of the Property. In consideration of such access, Buyer shall indemnify and hold Seller harmless from any and all damage to the Property and claims for injury to Buyer or Buyer's representatives, contractors, architects, lenders and other invitees.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Seller:

OLD SEA PINES REALTY TRUST

DocuSigned by:
Michele Rowan
Michele A. Rowan, Trustee

OLD SEA PINES INN CORP.

DocuSigned by:
Michele Rowan
Michele A. Rowan, President

DocuSigned by:
Steve Rowan
Stephen B. Rowan, Treasurer

Buyer:

ROUTE 6A BREWSTER HOLDINGS, LLC
By Corcoran Jennison Company, Inc., its manager
By:

DocuSigned by:
Michael Corcoran
Michael Corcoran, President

Guarantors (See Section 3.1.e):

DocuSigned by:
Michele Rowan
Michele A. Rowan

DocuSigned by:
Steve Rowan
Stephen B. Rowan

EXHIBIT A

For title, see deed recorded with the Barnstable County Registry of Deeds in Book 10783, Page 295

[Description To be inserted]

Property Address: 2553 Main Street, Brewster, MA

EXHIBIT B - Excluded Assets

Bickford Hall:

- Inner office, UV light
- Desk Lamp inner office
- Oak Roll Top Desk
- Chelsea Clock and Barometer
- Child's Blue bed and chest
- All 'Mottos'
- 2 drawer file cabinet -wood office

Living Room:

- Wallace Nutting Prints
- MWells works
- 1840 Secretary Desk & contents
- Stickley tall clock
- 5 Whale Oil Lamps
- Wicker Set, couch, 2 chairs, coffee and Tall table
- Drop Leaf Table

Bridal Room: Grandfather's Clock

Dining Room: Tall cut glass vase

Kitchen : Revere pots and pans

- 1 platter and serving dish
- Green Glass Vase (large)

Hallway 1st Floor Oval large mirror

Hallway 2nd floor: desk lamp

Inn: 4 Brass Fireplace Buckets Long

Rowantree : Family Pictures

3rd floor: OG 5' tall hallway mirror

- Lamp on hall chest
- All wicker couches

Basement: hand truck

- 3 fold wicker room divider
- Small fancy secretary
- Wrought iron plant stands +carrier
- Steve' Tools
- Father's portrait studies and prints

Cellar main hall continued

- Musical Instruments
- Tall 'Victrola' Record Players
- 2 Brass and Iron beds and side rails

EXHIBIT B - Excluded Assets (continue)

North Cottage: 2 queen beds

Room #18, Dogwood Desk

Room #20, Oak Chest

Room #21 Brass Bucket, Trundle Bed

Cellar: 2 beach chairs, Drop Leaf Table

Cellar: 2 wolfe island chairs

1 lobster Trap

2 plastic 8' tables

Tool Shed: Outdoor Tools, lawn mower, ladder 15'

Bicycles

**EXHIBIT C
INDEMNIFICATION AGREEMENT**

For full and fair consideration received, by **MICHELE A. ROWAN**, as Trustee of the **OLD SEA PINES REALTY TRUST**, established under declaration of trust dated May 16, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10783, Page 288 and **OLD SEA PINES INN CORP.**, a Massachusetts corporation, owner of the business known as the "Old Sea Pines Inn" (hereinafter "Indemnitor") hereby indemnifies and holds harmless by **ROUTE 6A BREWSTER HOLDINGS, LLC**, a Massachusetts limited liability company (hereinafter "Indemnatee") against and from any and all taxes, whether federal, state, or local now owed or later assessed against the business (for the period up to "closing") owned by **OLD SEA PINES INN CORP** and known as "Old Sea Pines Inn" located at 2553 Main Street, Brewster, MA 02631, including all interest, penalties and any other costs incurred (including attorney's fees) in connection therewith.

Indemnitor also agrees to indemnify and hold harmless Indemnatee against all claims, expenses, actions, liabilities and damages of every kind and nature, including reasonable attorney's fees, that may accrue, arise or be asserted against Indemnatee by any person or party or claiming through or by any such party or otherwise with regard to the collection or satisfaction of any debt, tax or account of Indemnitor in connection with the business known as "Old Sea Pines Inn".

This Indemnification Agreement is intended to be effective for all debts, claims and taxes arising during the operation of the business known as "Old Sea Pines Inn" owned and operated by Indemnitor through _____, 2023.

Executed as a sealed instrument this _____ day of October, 2023.

OLD SEA PINES INN CORP.

By: DocuSigned by:
Michele Rowan

Michele A. Rowan, President

By: DocuSigned by:
Steve Rowan

Stephen B. Rowan, Treasurer

OLD SEA PINES REALTY TRUST

By: DocuSigned by:
Michele Rowan

Michele A. Rowan, Trustee

Witness:

(as to all)

**EXHIBIT D
DRAFT EASEMENT**

MICHELE A. ROWAN, as Trustee of the **OLD SEA PINES REALTY TRUST**, established under declaration of trust dated May 16, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10783, Page 288, with an address of 2537 Main Street, Brewster, MA “Grantor”),

for consideration of One Dollar (\$1.00) paid,

Grant to **ROUTE 6A BREWSTER HOLDINGS, LLC**, a Massachusetts limited liability company with an address of 150 Mount Vernon Street, Suite 500, Boston, MA 02125 or its nominee (“Grantee”),

with QUITCLAIM COVENANTS,

the perpetual right and easement to use that portion of the land owned by the Grantor located at 2537 Main Street, Brewster, MA and lying within the area labelled “___” on a plan entitled “_____” attached hereto as Exhibit ___, for vehicular and pedestrian access, egress, parking, landscaping, use of shed, dumpster and other customary and ancillary uses ... [insert additional uses to be mutually agreed upon...]

The right and easement shall be appurtenant to and for the benefit of the Grantee’s land located at 2553 Main Street, Brewster, MA and described in deed recorded herewith in the Barnstable County Registry of Deeds.

For Grantor’s title, see Deed recorded in Book _____ Page _____. For Grantee’s title, see Deed recorded herewith in Book _____ Page _____.

PROPERTY ADDRESS: 2553 and 2537 Main Street, Brewster, MA

[Insert Trustee authority provisions]

Executed as a sealed instrument this _____ day of _____, 2023.

[attach signature lines and notary]

SOURCE OF FUNDS



KeyBank
 P.O. Box 93885
 Cleveland, OH 44101-5885

Corporate Banking Statement
December 31, 2023
 page 1 of 3

219681008211

31 T 602 00000 R EM AO
 OSPI LLC
 OPERATING ACCOUNT
 150 MOUNT VERNON ST STE 500
 BOSTON MA 02125-3135

Questions or comments?
Call 1-800-821-2829

Commercial Transaction Analysis Interest		
OSPI LLC	Beginning balance 11-30-23	\$793,254.00
OPERATING ACCOUNT	1 Addition	+2,000,000.00
	1 Subtraction	-2,362,414.69
	Ending balance 12-31-23	\$430,839.31

Additions

<i>Transfers Date</i>	<i>Serial #</i>	<i>Source</i>	
12-13		Transfer From Key Trust	\$2,000,000.00
		Total additions	\$2,000,000.00

Subtractions

<i>Withdrawals Date</i>	<i>Serial #</i>	<i>Location</i>	
12-13	513185	Wire Withdrawal Marsh, Moriarty, 7507	\$2,362,414.69
		Total subtractions	\$2,362,414.69

Interest earned

Current Interest Rate variable
 Number of days this statement period 31

Fees and charges

See your Account Analysis statement for details.



KeyBank National Association
OH-01-10-0934
100 Public Square Suite 600
Cleveland OH 44113

Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

MICHAEL J CORCORAN

KEYBANK NATIONAL ASSOCIATION INVESTMENT MANAGER FOR JOSEPH J CORCORAN
MICHAEL J CORCORAN AND BRYAN C CONNOLLY CO-TRUSTEES OF THE JOSEPH E
CORCORAN REVOCABLE TRUST #2

Investment Snapshot

Total Value on 10/31

Total Value on 10/01

Dollar Change this Period

How to Contact Us:

RELATIONSHIP MANAGER

LUCIANO VERDURA JR.
860-293-4139
luciano.verdura@keybank.com

FIDUCIARY

MATTHEW R KISIL
216-689-8067
matthew_r_kisil@keybank.com

INVESTMENTS

JOYCE WALLACE
860-293-4166
joyce_wallace@keybank.com

VIEW YOUR STATEMENT ONLINE Contact us for details

1220-21-00002648043 11022023- 252-101-MO - 3-000634-NNNN





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

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Investment Management and Trust Wire Terms and Conditions

Each time you use the Wire Transfer Service, you will be legally bound to the Investment Management and Trust Terms and Conditions of Wire Transfers. Please refer to the key.com/kpbwiretransfer site for the current version of the Investment Management and Trust Terms and Conditions of Wire Transfers.

2175115.2

The current investment objective of this account is Maximum Income. This objective is for investors who require a higher level of current income with only modest risk tolerance. This investor is very conservative and is not concerned with inflation. Should you have any questions regarding the objective for the account please contact one of your team members listed on the front page of this statement.





Account Statement

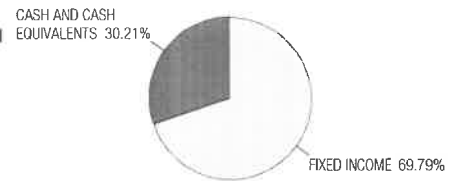
CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Holdings Summary

Base Currency: USD

	Value on 10/01	Value on 10/31	Estimated Annual Income	Unrealized Gain/Loss Tax Cost
Principal Holdings				
Fixed Income				
Cash and Cash Equivalents				
Total Principal Holdings				
Income Holdings				
Cash and Cash Equivalents				
Total Income Holdings				
Total Holdings				
Accrued Income				
Principal Holdings				
Income Holdings				
Total Accrued Income				
Total Holdings with Accrued Income				

Asset Allocation



Activity Summary

Total Value on 10/01	
Administrative Expenses	
Dividends, Interest and Other Income	
Net Change In Market Value of Securities	
Total Value on 10/31	





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Income Summary

Taxable	This Period	Year-to-date
DIVIDENDS		
TAXABLE INTEREST		
Total Taxable		
Total Income Summary		

The Income Summary is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. Some income may be incorrectly categorized between taxable and tax exempt. KeyBank's separate tax reporting documents and systems are accurately reporting the income. Please consult with your tax advisor on how this may impact your tax planning and reporting.

*Dividends includes short term capital gain dividends.

Realized Gain/Loss Summary

Long Term	This Period	Year-to-date
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The Realized Gain/Loss Summary is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. Gain/loss information reported on common funds may not reflect all accrued gain/loss basis adjustments. Gain/loss information will not be reported for limited partnerships and may not be accurately reflected for other alternative securities. Please refer to the disclosure listed in the back of the statement for more detail about limited partnerships and alternative holdings.
*Does not include short term capital gain dividends.





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
 October 01, 2023 - October 31, 2023

Holdings Detail - Principal Assets

Base Currency: USD

Fixed Income

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Treasuries								
UNITED STATES TREAS BILLS DTD 7/25/2023 DUE 11/21/2023 912797HL4							0.00	0.00%
Total Treasuries							0.00	0.00%
Total Fixed Income							0.00	0.00%

Cash and Cash Equivalents

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Money Market Funds								
KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES KEYBKDEP01								5.27%
Total Money Market Funds								5.27%
Total Cash and Cash Equivalents								5.27%
Total Principal Holdings								1.59%





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Holdings Detail - Income Assets

Base Currency: USD

Cash and Cash Equivalents

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Money Market Funds								
KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES KEYBKDEPO1								
Total Money Market Funds								
Total Cash and Cash Equivalents								
Total Income Holdings								
Total Holdings								
Accrued Income								
Principal Holdings								
Income Holdings								
Total Accrued Income								
Total Holdings with Accrued Income								





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Transaction Summary

Base Currency: USD

	Income Cash	Principal Cash	Tax Cost
Beginning Balance on 10/01			
Cash Transactions			
Cash Transactions-Receipts			
ACI SALES			
DIVIDENDS			
SALES AND MATURITIES			
TAXABLE INTEREST			
Total Cash Transactions-Receipts			
Cash Transactions-Disbursements			
ACI PURCHASES			
FEES AND EXPENSES			
PURCHASES			
Total Cash Transactions-Disbursements			
Ending Balance on 10/31			



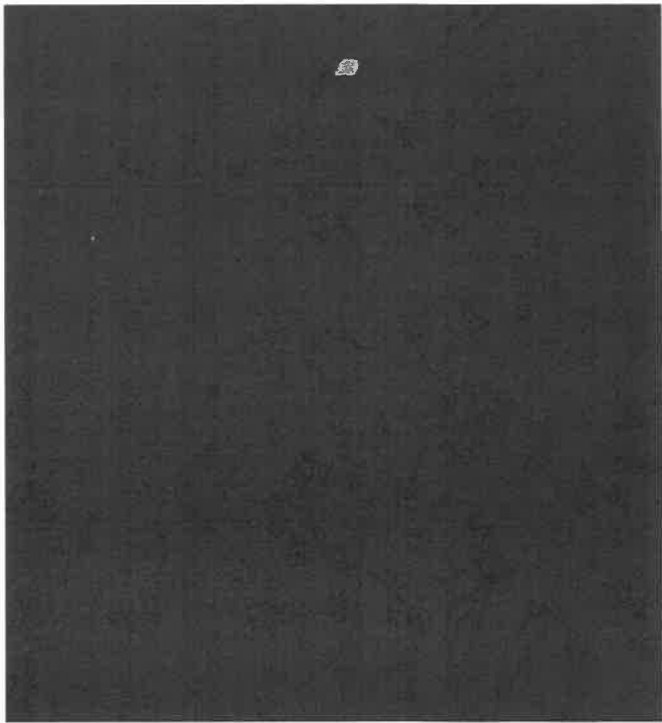


Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Transaction Detail

Date	Description	Income Cash	Principal Cash	Tax Cost
Beginning balance on	10/01			
10/02	DIVIDEND KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES REC DT 10/01/2023 PAY DT 10/01/2023			
10/02	DIVIDEND KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES REC DT 10/01/2023 PAY DT 10/01/2023			
10/20	FEES BY DEDUCTION FOR SERVICES PROVIDED FOR THE PERIOD 08/31/2023 TO 09/30/2023			
10/20	FEES BY DEDUCTION FOR SERVICES PROVIDED FOR THE PERIOD 08/31/2023 TO 09/30/2023			
10/24	MATURITY [REDACTED] PAR VALUE @ 1 UNITED STATES TREAS BILLS DTD 6/27/2023 0.00000% 10/24/2023 REGISTERED IN FEDERAL RESERVE			
10/24	INTEREST EARNED ON US GOVT SECURITIES [REDACTED] PAR VALUE @ 1 UNITED STATES TREAS BILLS DTD 6/27/2023 0.00000% 10/24/2023			
10/25	PURCHASE CASH SETTLEMENT [REDACTED] PAR VALUE UNITED STATES TREAS BILLS DTD 7/25/2023 0.00000% 11/21/2023 TRADE 10/24/2023 SETTLE 10/25/2023 [REDACTED] UNITS @ 99.6028375			
Various	SWEEP PURCHASE CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Transaction Detail (Continued)				
Date	Description	Income Cash	Principal Cash	Tax Cost
Various	SWEEP REDEMPTION CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP PURCHASE CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP REDEMPTION CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			
Ending balance on 10/31				
The amounts displayed in the Transaction Detail are for informational purposes only and should not be used for tax reporting purposes. Certain explanations relating to the Gross Amount and Non-Resident Tax Withholding of non-US securities may be referencing local currency rather than US dollars. The Income Received column reflects the value in US dollars.				





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
October 01, 2023 - October 31, 2023

Realized Gain/Loss from Sales

Base Currency: USD

Description	Settle Date	Trade Date	Units Sold	Proceeds	Tax Cost	Short Term Gain/Loss	Long Term Gain/Loss
UNITED STATES TREAS BILLS DTD 6/27/2023 DUE 10/24/2023							
Total Realized Gain/Loss from Sales							

The Realized Gain/Loss from Sales schedule is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. This schedule does not include the impact of any taxable corporate action activity. Gain/loss information reported on common funds may not reflect all account gain/loss basis adjustments. Gain/loss information will not be reported for limited partnerships and may not be accurately reflected for other alternative securities. Please refer to the disclosure listed in the back of the statement for more detail about limited partnerships and alternative holdings.





KeyBank National Association
OH-01-10-0934
100 Public Square Suite 600
Cleveland OH 44113

Account Statement

November 01, 2023 - November 30, 2023

MICHAEL J CORCORAN

KEYBANK NATIONAL ASSOCIATION INVESTMENT MANAGER FOR JOSEPH J CORCORAN
MICHAEL J CORCORAN AND BRYAN C CONNOLLY CO-TRUSTEES OF THE JOSEPH E
CORCORAN REVOCABLE TRUST #2

Investment Snapshot

Total Value on 11/30

Total Value on 11/01

Dollar Change this Period

How to Contact Us:

RELATIONSHIP MANAGER

LUCIANO VERDURA JR.
860-293-4139
luciano.verdura@keybank.com

FIDUCIARY

MATTHEW R KISIL
216-689-8067
matthew_r_kisil@keybank.com

INVESTMENTS

JOYCE WALLACE
860-293-4166
joyce_wallace@keybank.com

VIEW YOUR STATEMENT ONLINE Contact us for details

1220-21-00002648043 12042023- 252-101-MO - 3-000630-NNNN





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

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2175115.2 CORCORAN J E REV TR #2 AG-T/A PRI USD

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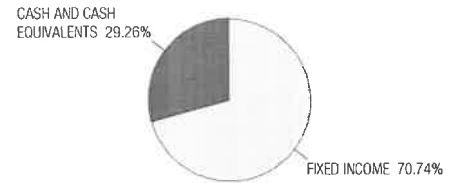


Holdings Summary

Base Currency: USD

	Value on 11/01	Value on 11/30	Estimated Annual Income	Unrealized Gain/Loss Tax Cost
Principal Holdings				
Fixed Income				
Cash and Cash Equivalents				
Total Principal Holdings				
Income Holdings				
Cash and Cash Equivalents				
Total Income Holdings				
Total Holdings				
Accrued Income				
Principal Holdings				
Income Holdings				
Total Accrued Income				
Total Holdings with Accrued Income				

Asset Allocation



Activity Summary

Total Value on 11/01	
Administrative Expenses	
Cash and Securities Transferred Out	
Dividends, Interest and Other Income	
Net Change In Market Value of Securities	
Total Value on 11/30	





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Income Summary

Taxable	This Period	Year-to-date
DIVIDENDS		
TAXABLE INTEREST		
Total Taxable		
Total Income Summary		

The **Income Summary** is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. Some income may be incorrectly categorized between taxable and tax exempt. KeyBank's separate tax reporting documents and systems are accurately reporting the income. Please consult with your tax advisor on how this may impact your tax planning and reporting.

*Dividends includes short term capital gain dividends.

Realized Gain/Loss Summary

Long Term	This Period	Year-to-date
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The **Realized Gain/Loss Summary** is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. Gain/loss information reported on common funds may not reflect all accrued gain/loss basis adjustments. Gain/loss information will not be reported for limited partnerships and may not be accurately reflected for other alternative securities. Please refer to the disclosure listed in the back of the statement for more detail about limited partnerships and alternative holdings.

*Does not include short term capital gain dividends.





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Holdings Detail - Principal Assets

Base Currency: USD

Fixed Income

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Treasuries								
UNITED STATES TREAS BILLS DTD 8/22/2023 DUE 12/19/2023 912797HV2								
Total Treasuries								
Total Fixed Income								

Cash and Cash Equivalents

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Money Market Funds								
KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES KEYBKDEP01								
Total Money Market Funds								
Total Cash and Cash Equivalents								
Total Principal Holdings								





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Holdings Detail - Income Assets

Base Currency: USD

Cash and Cash Equivalents

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Money Market Funds								
KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES KEYBKDEP01								
Total Money Market Funds								
Total Cash and Cash Equivalents								
Total Income Holdings								
Total Holdings								
Accrued Income								
Principal Holdings								
Income Holdings								
Total Accrued Income								
Total Holdings with Accrued Income								





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Transaction Summary

Base Currency: USD

	Income Cash	Principal Cash	Tax Cost
Beginning Balance on 11/01			
Cash Transactions			
Cash Transactions-Receipts			
ACI SALES			
DIVIDENDS			
SALES AND MATURITIES			
TAXABLE INTEREST			
Total Cash Transactions-Receipts			
Cash Transactions-Disbursements			
ACI PURCHASES			
FEES AND EXPENSES			
PARTICIPANT/BENEFICIARY PAYMENTS			
PURCHASES			
Total Cash Transactions-Disbursements			
Ending Balance on 11/30			





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Transaction Detail

Date	Description	Income Cash	Principal Cash	Tax Cost
Beginning balance on 11/01				
11/01	DIVIDEND KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES REC DT 11/01/2023 PAY DT 11/01/2023			
11/01	DIVIDEND KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES REC DT 11/01/2023 PAY DT 11/01/2023			
11/20	FEES BY DEDUCTION FOR SERVICES PROVIDED FOR THE PERIOD 09/30/2023 TO 10/31/2023			
11/20	FEES BY DEDUCTION FOR SERVICES PROVIDED FOR THE PERIOD 09/30/2023 TO 10/31/2023			
11/21	MATURITY [REDACTED] PAR VALUE @ 1 UNITED STATES TREAS BILLS OTD 7/25/2023 0.00000% 11/21/2023 REGISTERED IN FEDERAL RESERVE			
11/21	INTEREST EARNED ON US GOVT SECURITIES [REDACTED] PAR VALUE @ 1 UNITED STATES TREAS BILLS OTD 7/25/2023 0.00000% 11/21/2023			
11/21	TRANSFER TO KEY BANK DDA PAID TO JOSEPH E CORCORAN REVOCABLE TRUST TRANSFER PER CLIENT REQUEST TO KEY CHECKING [REDACTED] 3821			
11/22	PURCHASE CASH SETTLEMENT [REDACTED] PAR VALUE UNITED STATES TREAS BILLS DTD 8/22/2023 0.00000% 12/19/2023 TRADE 11/21/2023 SETTLE 11/22/2023 [REDACTED] UNITS @ 99.6039625			





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Transaction Detail (Continued)

Date	Description	Income Cash	Principal Cash	Tax Cost
Various	SWEEP PURCHASE CONSOLIDATED STATEMENT OF ACTIVITY ██████████ UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP REDEMPTION CONSOLIDATED STATEMENT OF ACTIVITY ██████████ UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP PURCHASE CONSOLIDATED STATEMENT OF ACTIVITY ██████████ UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP REDEMPTION CONSOLIDATED STATEMENT OF ACTIVITY ██████████ UNITS KEYBANK DEPOSIT SWEEP			

Ending balance on 11/30

The amounts displayed in the Transaction Detail are for informational purposes only and should not be used for tax reporting purposes. Certain explanations relating to the Gross Amount and Non-Resident Tax Withholding of non-US securities may be referencing local currency rather than US dollars. The Income Received column reflects the value in US dollars.





Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
November 01, 2023 - November 30, 2023

Realized Gain/Loss from Sales

Base Currency: USD

Description	Settle Date	Trade Date	Units Sold	Proceeds	Tax Cost	Short Term Gain/Loss	Long Term Gain/Loss
UNITED STATES TREAS BILLS DTD 7/25/2023 DUE 11/21/2023							
Total Realized Gain/Loss from Sales							

The Realized Gain/Loss from Sales schedule is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. This schedule does not include the impact of any taxable corporate action activity. Gain/loss information reported on common funds may not reflect all account gain/loss basis adjustments. Gain/loss information will not be reported for limited partnerships and may not be accurately reflected for other alternative securities. Please refer to the disclosure listed in the back of the statement for more detail about limited partnerships and alternative holdings.





KeyBank National Association
OH-01-10-0934
100 Public Square Suite 600
Cleveland OH 44113

Account Statement

December 01, 2023 - December 31, 2023

MICHAEL J CORCORAN

KEYBANK NATIONAL ASSOCIATION INVESTMENT MANAGER FOR JOSEPH J CORCORAN
MICHAEL J CORCORAN AND BRYAN C CONNOLLY CO-TRUSTEES OF THE JOSEPH E
CORCORAN REVOCABLE TRUST #2

Investment Snapshot

Total Value on 12/31

Total Value on 12/01

Dollar Change this Period

How to Contact Us:

RELATIONSHIP MANAGER

LUCIANO VERDURA JR.
860-293-4139
luciano.verdura@keybank.com

FIDUCIARY

MATTHEW R KISIL
216-689-8067
matthew_r_kisil@keybank.com

INVESTMENTS

JOYCE WALLACE
860-293-4166
joyce_wallace@keybank.com

VIEW YOUR STATEMENT ONLINE Contact us for details

1220-21-00002648043 01032024- 252-101-MO - 3-014147-NNNN



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

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Investment Management and Trust Wire Terms and Conditions

Each time you use the Wire Transfer Service, you will be legally bound to the Investment Management and Trust Terms and Conditions of Wire Transfers. Please refer to the key.com/kpbwiretransfer site for the current version of the Investment Management and Trust Terms and Conditions of Wire Transfers.

2175115.2 CORCORAN J E REV TR #2 AG-T/A PRI USD

The current investment objective of this account is Maximum Income. This objective is for investors who require a higher level of current income with only modest risk tolerance. This investor is very conservative and is not concerned with inflation. Should you have any questions regarding the objective for the account please contact one of your team members listed on the front page of this statement.



Account Statement

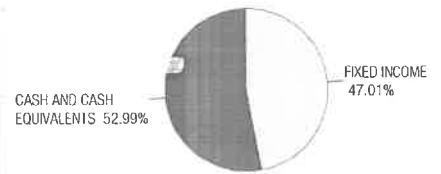
CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Holdings Summary

Base Currency: USD

	Value on 12/01	Value on 12/31	Estimated Annual Income	Unrealized Gain/Loss	Tax Cost
Principal Holdings					
Fixed Income					
Cash and Cash Equivalents					
Total Principal Holdings					
Income Holdings					
Cash and Cash Equivalents					
Total Income Holdings					
Total Holdings					
Accrued Income					
Principal Holdings					
Income Holdings					
Total Accrued Income					
Total Holdings with Accrued Income					

Asset Allocation



Activity Summary

Total Value on 12/01	
Administrative Expenses	
Cash and Securities Transferred Out	
Dividends, Interest and Other Income	
Net Change In Market Value of Securities	
Total Value on 12/31	



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Income Summary

Taxable	This Period	Year-to-date
DIVIDENDS		
TAXABLE INTEREST		
Total Taxable		
Total Income Summary		

The Income Summary is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. Some income may be incorrectly categorized between taxable and tax exempt. KeyBank's separate tax reporting documents and systems are accurately reporting the income. Please consult with your tax advisor on how this may impact your tax planning and reporting.
*Dividends includes short term capital gain dividends.

Realized Gain/Loss Summary

Long Term	This Period	Year-to-date
-----------	-------------	--------------

The Realized Gain/Loss Summary is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. Gain/loss information reported on common funds may not reflect all accrued gain/loss basis adjustments. Gain/loss information will not be reported for limited partnerships and may not be accurately reflected for other alternative securities. Please refer to the disclosure listed in the back of the statement for more detail about limited partnerships and alternative holdings.
*Does not include short term capital gain dividends.



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Holdings Detail - Principal Assets

Base Currency: USD

Fixed Income

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Treasuries								
UNITED STATES TREAS BILLS DTD 9/19/2023 DUE 1/16/2024 912797HZ3								
Total Treasuries								
Total Fixed Income								

Cash and Cash Equivalents

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Money Market Funds								
KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES KEYBKDEP01								
Total Money Market Funds								
Total Cash and Cash Equivalents								
Total Principal Holdings								



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Holdings Detail - Income Assets

Base Currency: USD

Cash and Cash Equivalents

Description	Quantity	Unit Price	Market Value	Cost per Unit	Tax Cost	Unrealized Gain/Loss	Estimated Annual Income	Current Market Yield(%)
Money Market Funds								
KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES KEYBKDEP01								
Total Money Market Funds								
Total Cash and Cash Equivalents								
Total Income Holdings								
Total Holdings								
Accrued Income								
Principal Holdings								
Income Holdings								
Total Accrued Income								
Total Holdings with Accrued Income								



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Transaction Summary

Base Currency: USD

	Income Cash	Principal Cash	Tax Cost
Beginning Balance on 12/01			
Cash Transactions			
Cash Transactions-Receipts			
ACI SALES			
DIVIDENDS			
SALES AND MATURITIES			
TAXABLE INTEREST			
Total Cash Transactions-Receipts			
Cash Transactions-Disbursements			
ACI PURCHASES			
FEES AND EXPENSES			
PARTICIPANT/BENEFICIARY PAYMENTS			
PURCHASES			
Total Cash Transactions-Disbursements			
Ending Balance on 12/31			



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Transaction Detail

Date	Description	Income Cash	Principal Cash	Tax Cost
Beginning balance on	12/01			
12/01	DIVIDEND KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES REC DT 12/01/2023 PAY DT 12/01/2023			
12/01	DIVIDEND KEYBANK DEPOSIT SWEEP INSTITUTIONAL SHARES REC DT 12/01/2023 PAY DT 12/01/2023			
12/13	DISTRIBUTION PRIN TO/FOR BENEFICIARY PAID TO OSPI LLC KEY DDA #219681008211 N/O OSPI LLC PER CLIENT E-MAIL REQUEST DATED 12/ 12/23 FOR INVESTMENT IN OSPI LLC FUNDS		-2,000,000.00	
12/19	MATURITY [REDACTED] PAR VALUE @ 1 UNITED STATES TREAS BILLS DTD 8/22/2023 0.00000% 12/19/2023 REGISTERED IN FEDERAL RESERVE			
12/19	INTEREST EARNED ON US GOVT SECURITIES [REDACTED] PAR VALUE @ 1 UNITED STATES TREAS BILLS DTD 8/22/2023 0.00000% 12/19/2023			
12/19	DISTRIBUTION PRIN TO/FOR BENEFICIARY PAID TO JOSEPH E CORCORAN REVOCABLE TRUST KEY DDA# [REDACTED] 06577 N/O THE JOSEPH E. CORCORAN TRUST PER CLIENT E-MA IL DATED 12/18/23			
12/20	FEES BY DEDUCTION FOR SERVICES PROVIDED FOR THE PERIOD 10/31/2023 TO 11/30/2023			
12/20	FEES BY DEDUCTION FOR SERVICES PROVIDED FOR THE PERIOD 10/31/2023 TO 11/30/2023			



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Transaction Detail (Continued)

Date	Description	Income Cash	Principal Cash	Tax Cost
12/20	PURCHASE CASH SETTLEMENT [REDACTED] AR VALUE UNITED STATES TREAS BILLS DTD 9/19/2023 0.00000% 1/16/2024 TRADE 12/19/2023 SETTLE 12/20/2023 [REDACTED] UNITS @ 99.607975			
Various	SWEEP PURCHASE CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP REDEMPTION CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP PURCHASE CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			
Various	SWEEP REDEMPTION CONSOLIDATED STATEMENT OF ACTIVITY [REDACTED] UNITS KEYBANK DEPOSIT SWEEP			

Ending balance on 12/31

The amounts displayed in the Transaction Detail are for informational purposes only and should not be used for tax reporting purposes. Certain explanations relating to the Gross Amount and Non-Resident Tax Withholding of non-US securities may be referencing local currency rather than US dollars. The Income Received column reflects the value in US dollars.



Account Statement

CORCORAN JOSEPH E REV TR #2 AG-T/A 2175115
December 01, 2023 - December 31, 2023

Realized Gain/Loss from Sales

Base Currency: USD

Description	Settle Date	Trade Date	Units Sold	Proceeds	Tax Cost	Short Term Gain/Loss	Long Term Gain/Loss
UNITED STATES TREAS BILLS DTD 8/22/2023 DUE 12/19/2023							
Total Realized Gain/Loss from Sales							

The Realized Gain/Loss from Sales schedule is for informational purposes only and should not be used for tax reporting purposes. The information provided is preliminary and may be subject to change. This schedule does not include the impact of any taxable corporate action activity. Gain/loss information reported on common funds may not reflect all account gain/loss basis adjustments. Gain/loss information will not be reported for limited partnerships and may not be accurately reflected for other alternative securities. Please refer to the disclosure listed in the back of the statement for more detail about limited partnerships and alternative holdings.



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THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE
150 MOUNT VERNON STREET
BOSTON MA 02125

Page: 1 of 4
Statement Period: Sep 12 2023-Oct 11 2023
Cust Ref #:
Primary Account #:



Private Tiered Checking

THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE

Account # [REDACTED]

ACCOUNT SUMMARY

Beginning Balance	[REDACTED] 2.90	Average Collected Balance	[REDACTED] 67
Deposits	[REDACTED] 28	Interest Earned This Period	12.68
Other Credits	12.68	Interest Paid Year-to-Date	60.25
		Annual Percentage Yield Earned	0.02%
Checks Paid	[REDACTED] 00.00	Days in Period	30
Electronic Payments	[REDACTED] 8.00		
Ending Balance	[REDACTED] 86		

	Total for this Period	Total Year-to-Date**
Overdraft Payback (2/year)	0	0 of 2
	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
09/18	DEPOSIT	[REDACTED] 28
09/26	DEPOSIT	[REDACTED] 00
	Subtotal:	[REDACTED] 28

Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
10/11	INTEREST PAID	12.68
	Subtotal:	12.68

Checks Paid

No. Checks: 3

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	Check #	AMOUNT	DATE	Check #	AMOUNT
09/29	1581	[REDACTED] 00	09/29	1583	[REDACTED] 00
09/29	1582	[REDACTED] 00			
			Subtotal:		[REDACTED] 00

Call 1-800-937-2000 for 24-hour Bank-by-Phone® services or connect to www.tdbank.com

Bank deposits may be subject to change without notice. © 2023 TD Bank

How to Balance your Account

Page:

2 of 4

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

Your ending balance shown on this statement is:

List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.

Subtotal by adding lines 1 and 2.

List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.

Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance		230,197.86
Total Deposits	+	
Sub Total		
Total Withdrawals	-	
Adjusted Balance		

Total Deposits

Total Withdrawals

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



Bank

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STATEMENT PERIOD

THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE

Page: 3 of 4
Statement Period: Sep 12 2023-Oct 11 2023
Cust Ref #: 4305957635-357-E-***
Primary Account #: 430-5957635

DAILY ACCOUNT ACTIVITY

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
09/27	eTransfer Debit, Online Xfer Transfer to CK 4393458421	7,000.00
09/29	eTransfer Debit, Online Xfer Transfer to CK 8259329487	2,000.00
10/02	eTransfer Debit, Online Xfer Transfer to SV 00006744712117	7,000.00
10/03	eTransfer Debit, Online Xfer Transfer to CK 8259329487	3,000.00
Subtotal:		19,000.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
09/11	100,052.90	09/29	97,874.18
09/18	99,874.18	10/02	96,874.18
09/26	96,874.18	10/03	93,874.18
09/27	86,874.18	10/11	67,874.86



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THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE
150 MOUNT VERNON STREET
BOSTON MA 02125

Page: 1 of 3
Statement Period: Oct 12 2023-Nov 11 2023
Cust Ref #: [REDACTED]
Primary Account #: [REDACTED]

Private Tiered Checking

THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE

Account # [REDACTED]

ACCOUNT SUMMARY

Beginning Balance	[REDACTED] 36	Average Collected Balance	[REDACTED] 2
Deposits	1,124,270.70	Interest Earned This Period	5.00
Other Credits	5.00	Interest Paid Year-to-Date	65.25
		Annual Percentage Yield Earned	0.02%
Electronic Payments	[REDACTED] 0	Days in Period	31
Ending Balance	799,149.56		

	Total for this Period	Total Year-to-Date**
Overdraft Payback (2/year)	0	0 of 2
	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

DATE	DESCRIPTION	AMOUNT
10/18	DEPOSIT	[REDACTED] 15
11/07	DEPOSIT	[REDACTED] 2.65
	Subtotal:	[REDACTED] 70

Other Credits

DATE	DESCRIPTION	AMOUNT
11/10	INTEREST PAID	5.00
	Subtotal:	5.00

Electronic Payments

DATE	DESCRIPTION	AMOUNT
10/19	eTransfer Debit, Online Xfer Transfer to CK 4393458421	[REDACTED] 0.00
10/27	eTransfer Debit, Online Xfer Transfer to CK 4393456475	[REDACTED] 0.00
10/31	eTransfer Debit, Online Xfer Transfer to CK 4393458421	[REDACTED] 0.00

How to Balance your Account

Page:

2 of 3

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

Your ending balance shown on this statement is:

List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.

Subtotal by adding lines 1 and 2.

List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.

Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance		793,442.56
Total Deposits	+	
Sub Total		
Total Withdrawals	-	
Adjusted Balance		<hr/>

Total Deposits

Total Withdrawals

FOR YOUR INFORMATION: HOW TO REPORT ERRORS

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number
- A description of the error or transaction you are unsure about
- The dollar amount and date of the suspected error

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

In case of Errors or Questions About Your Bill

If you think your bill is wrong or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline® Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



America's Most Convenient Bank®

THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE

Statement Period: Oct 12 2023 - Nov 11 2023

Page: 3 of 3
Statement Period: Oct 12 2023 - Nov 11 2023
Cust Ref #: [REDACTED]
Primary Account #: [REDACTED]

DAILY BALANCE SUMMARY

Electronic Payments (continued)

DATE	DESCRIPTION	AMOUNT
10/31	eTransfer Debit, Online Xfer Transfer to CK 4393456475	100,000.00
11/06	eTransfer Debit, Online Xfer Transfer to CK 8259329487	50,000.00
11/10	eTransfer Debit, Online Xfer Transfer to MMKT 4266468549	300,000.00
	Subtotal:	450,000.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
10/11	[REDACTED].86	10/31	1,000,000.91
10/18	[REDACTED].91	11/06	[REDACTED].91
10/19	[REDACTED].91	11/07	1,000,000.56
10/27	[REDACTED].91	11/10	700,000.56



Bank

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E

THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE
150 MOUNT VERNON STREET
BOSTON MA 02125

Page:
Statement Period:
Cust Ref #:
Primary Account #

1 of 4
Nov 12 2023-Dec 11 2023



Private Tiered Checking

THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE

Account #

ACCOUNT SUMMARY

Beginning Balance	200,442.86	Average Collected Balance	498,842.33
Electronic Deposits	666,666.00	Interest Earned This Period	8.11
Other Credits	8.11	Interest Paid Year-to-Date	73.36
Checks Paid	793,254.00	Annual Percentage Yield Earned	0.02%
Electronic Payments	673,886.80	Days in Period	30
Ending Balance	26,756.07		

	Total for this Period	Total Year-to-Date**
Overdraft Payback (2/year)	0	0 of 2
	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Electronic Deposits

DATE	DESCRIPTION	AMOUNT
11/15	eTransfer Credit, Online Xfer Transfer from SV 00006744712117	1,000.00
11/22	eTransfer Credit, Online Xfer Transfer from SV 00006744712117	1,000.00
11/28	eTransfer Credit, Online Xfer Transfer from SV 00006744712117	1,000.00
12/04	eTransfer Credit, Online Xfer Transfer from SV 00006744712117	1,000.00
12/05	eTransfer Credit, Online Xfer Transfer from SV 00006744712117	1,000.00
	Subtotal:	3,000.00

Other Credits

DATE	DESCRIPTION	AMOUNT
12/11	INTEREST PAID	8.11
	Subtotal:	8.11

How to Balance your Account

Page:

2 of 4

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

Your ending balance shown on this statement is:

List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.

Subtotal by adding lines 1 and 2.

List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.

Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance		25,196.67
Total Deposits	+	
Sub Total		
Total Withdrawals	-	
Adjusted Balance		

Total Deposits

Total Withdrawals

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number;
- A description of the error or transaction you are unsure about;
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the period it takes to complete our investigation.

Interest Credit

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your MoneyMarket/Overdraft Protection account (the term "ODP" or "ODP" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Finance Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



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THE GLENWOOD MILLENIUM TRUST
GARY A JENNISON JR TRUSTEE
ROBERT MCCRILLIS TRUSTEE

Page: 3 of 4
Statement Period: Nov 12 2023-Dec 11 2023
Cust Ref #:
Primary Account #: XXXXXXXXXX

DAILY BALANCE ACTIVITY

Checks Paid	No. Checks: 1	*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments	
DATE	CHECK NO.	AMOUNT	
11/30	1584	793,254.00	
			Subtotal: 793,254.00

Electronic Payments

DATE	DESCRIPTION	AMOUNT
11/22	eTransfer Debit, Online Xfer Transfer to CK 4393456475	100.00
11/28	eTransfer Debit, Online Xfer Transfer to CK 8259329487	100.00
12/04	eTransfer Debit, Online Xfer Transfer to CK 4393456475	100.00
12/05	eTransfer Debit, Online Xfer Transfer to CK 4393458421	100.00
		Subtotal: 400.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
11/11	876,472.56	11/30	876,472.56
11/15	876,472.56	12/11	876,472.56

PROPERTY DEED

N O T N O T
A N A N
O F F I C I A L QUITCLAIM DEED C I A L
C O P Y C O P Y

Property Address: 2553 Main Street, Brewster, MA

MICHELE A. ROWAN, as Trustee of **OLD SEA PINES REALTY TRUST** under Declaration of Trust dated May 16, 1997, with respect to which an Abstract of Trust under G.L. c.184, §35 is recorded with the Barnstable County Registry of Deeds in Book 10783, Page 288, having a mailing address of P.O. Box 10260 Brewster, Massachusetts 02631

for consideration of **TWO MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$2,475,000.00) DOLLARS,**

grant to **OSPI LLC**, a Massachusetts limited liability company, having an address of 150 Mount Vernon Street, Suite 500, Boston, Massachusetts 02125,

with **QUITCLAIM COVENANTS:**

The land together with the buildings thereon, bounded and described as follows:

NORTHERLY, WESTERLY, NORTHERLY and EASTERLY by land of Sea Pines Condominium, one hundred four and 81/100 (104.81) feet, one hundred ninety-nine and 61/100 (199.61) feet, one hundred sixty-seven and 17/100 (167.17) feet and four hundred forty-eight feet (448) feet, respectively, as shown on plans hereinafter mentioned;

SOUTHERLY by the State Highway (Route 6A) two hundred seventy-seven and 47/100 (227.47) feet, as shown on said plans; and

WESTERLY by other land of the grantors by three course, a total distance of three hundred fifty-six and 92/100 (356.92) feet, as shown on said plans.

Being LOT 3 shown on "Plan of Land in Brewster, Mass., For Sea Pines School, Scale 1" = 50', October 1972, Barnstable Survey consultants, Inc., West Yarmouth, Mass.", recorded at Barnstable Registry of Deeds in Plan Book 262, Page 16 & 17, less the parcel shown on "Plan of Land in Brewster, Mass. for: Sea Pines School, Inc., being a subdivision of Parcel 3 as shown on Plan recorded at Barnstable Registry of Deeds in Plan Book 262, Page 16 & 17, Scale: 1" = 30' April 4, 1977, CMS Associates, Inc. RE & LS", recorded with Barnstable County Registry of Deeds in Plan Book 324, Page 61.

Subject to and with the benefit of all rights, easements, restrictions, reservations, and other matters of record insofar as the same may now be in force and applicable, including without limitation the Easement and Maintenance Agreement dated as of the date hereof and recorded herewith.

#2003459v1

Grantor hereby releases any and all rights of homestead in the premises hereby conveyed, and certifies under the pains and penalties of perjury that no other person has or is entitled to claim a homestead in the premises. P Y C O P Y

For title see deed recorded on Book 10783, Page 295. N O T

A N A N
O F F I C [SIGNATURE ON FOLLOWING PAGE]
C O P Y C O P Y

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

Executed as a sealed instrument on this 12th day of December, 2023.

AN
OFFICIAL
COPY

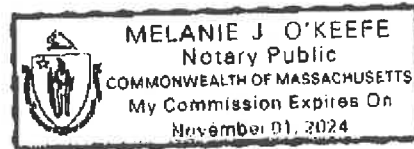
AN
OFFICIAL
OLD SEAPINES REALTY TRUST,

By: Michele A. Rowan
Michele A. Rowan, Trustee

COMMONWEALTH OF MASSACHUSETTS
County of Barnstable, ss.

On this 12th day of November, 2023, before me, the undersigned notary public, personally appeared **MICHELE A. ROWAN**, Trustee of aforesaid, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency personal knowledge of the undersigned, to be the person whose name is signed on the preceding Quitclaim Deed, and acknowledged to me that she signed it voluntarily for its stated purpose.

Melanie J. O'Keefe
Notary Public
My Commission Expires:



NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY **TRUSTEE CERTIFICATE** NOT AN OFFICIAL COPY

I, **MICHELE A. ROWAN**, as I am Trustee of the **COLD SEA PINES REALTY TRUST**, established under written declaration of trust dated May 16, 1997 and recorded with the Barnstable County Registry of Deeds in Book 10783, Page 288, hereby certify that:

- 1. I am the current trustee of the Trust; said Trust is in full force and effect and has not been amended, modified or revoked;
- 2. All of the beneficiaries of said Trust who are natural persons, if any, are of full age;
- 3. All of the beneficiaries of said Trust who are natural persons, if any, are competent;
- 4. I have been directed by all the beneficiaries of said Trust to convey 2553 Main Street, Brewster, Massachusetts to OSPI LLC, a Massachusetts limited liability company, for consideration of Two Million Four Hundred Seventy-Five Thousand Dollars (\$2,475,000.00).
- 5. There are no additional facts that constitute a condition precedent to acts by the trustee or that are in any way or manner germane to the affairs of the Trust.

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

Signed under the pains and penalties of perjury this 12 day of December, 2023.

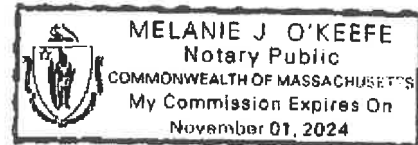
NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY
OLD SEAPINES REALTY TRUST,
COPY

By: Michele A. Rowan
Michele A. Rowan, Trustee

COMMONWEALTH OF MASSACHUSETTS
County of Barnstable, ss.

On this 12 day of December, 2023, before me, the undersigned notary public, personally appeared Michele A. Rowan, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding Trustee Certificate, and who swore or affirmed to me that the document is true and correct to the best of her information and belief.

Melanie J. O'Keefe
Notary Public
My Commission Expires:



MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2024 between CORCORAN JENNISON HOSPITALITY LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter called "Operator"), and OSPI LLC (hereinafter called "Owner").

WITNESSETH:

WHEREAS, Owner owns certain land and improvements collectively known as Old Sea Pines Inn located at 2553 Main Street, Brewster, Massachusetts (hereinafter called "Property");

WHEREAS, Owner desires to obtain the benefits of Operator's expertise in the administration and management of resorts, golf clubs and conference centers by granting to Operator certain control and discretion in the management and supervision of the Property, and Operator desires to assume such control and discretion upon the terms and conditions set forth in this Agreement.

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

ARTICLE I

Engagement of Operator

1.1 Owner engages Operator as the manager and operator of the "Property" (as defined in Section 2.8), and in that capacity to act as agent of Owner to supervise, direct and control the management and operation of Property upon the terms and conditions of this Agreement, and each party agrees to perform and observe all of the terms, covenants and conditions required of it by, and to comply with all of the provisions of this Agreement. Operator reserves the right to manage and operate other facilities such as resort, golf clubs and conference centers at any other location which may compete with the Property.

1.2 The term of this Agreement shall be as defined in Section 2.11 unless it is sooner terminated as hereinafter provided.

ARTICLE II

Definitions

For the purpose of this Agreement:

2.1 "Site" shall mean that certain Property of OSPI LLC located at 2553 Main Street, Brewster, Massachusetts as described in the deed recorded with the Barnstable Registry of Deeds in Book 36133, Page 303.

2.2 “Building” shall mean the buildings located on the Site which have facilities and appurtenances necessary for the operating of a first-class inn, together with all systems, special fittings and fixtures requisite for the operation of the buildings for inn purposes, including, without limitation, heating, air-conditioning, lighting, sanitary, laundry, refrigeration, kitchen, elevator, millwork (and other architectural finishes), irrigation and all other similar fixtures and equipment which are affixed thereto.

2.3 “Specialized Equipment” shall mean such equipment (other than the special fittings and fixtures mentioned in Section 2.2 hereof) as is used in the operation of kitchens, laundries, bars, special lighting and other facilities contained in the Building; and all alterations, replacements, additions, and substitutions therefor.

2.4 “Operating Equipment” shall mean chinaware, glassware, linens, silverware, uniforms, utensils, golf maintenance equipment and other items of a similar nature, and all replacements, additions and substitutions therefor.

2.5 “Furnishings and Equipment” shall mean:

(a) Specialized Equipment;

(b) Operating Equipment;

(c) Guest room, corridor, restaurant, lounge and furnishings, room furniture and furnishings, office furniture and equipment, sips, carpets, television receivers and other electrical and electronic equipment, and vehicles, and such other furnishings and equipment as are used in connection with the operation of inns, and all alterations, substitutions, additions and replacements therefor; provided however, that “Furnishings and Equipment” shall not include “Working Capital” (as defined in Section 2.6).

2.6 “Working Capital” shall mean such cash as is maintained in an amount as specified in Section 3.4.

2.7 “Consumable Supplies” shall mean inventories of food and beverages, office, cleaning, engineering, laundry and valet supplies, banquet and food service decorations, menus, guest supplies (including stationery, soap, matches, toilet and facial tissues), and other supplies as are customarily consumed on a daily basis in the operation of a first-class inn.

2.8 “Property” shall mean the Site, the Buildings, the Furnishings and Equipment, and the Working Capital, together with all entrances, exits, rights of egress and ingress, easements and appurtenances thereunto belonging or appertaining.

2.9 “Calendar Year” shall mean any consecutive twelve (12) month period commencing upon the first (1st) day of January and ending upon the last day of December.

2.10 “Commencement Date” shall mean December 14, 2023.

2.11 “Initial Term” shall mean that period beginning on the Commencement Date and ending at midnight on December 31, 2024. Thereafter, this Agreement shall automatically renew for successive 12-month terms unless either party sends notice of non-renewal to the other party at least 90 days prior to expiration of the then current term. The Initial Term and renewal terms are collectively referred to herein as the “Term.”

2.12 “Gross Revenue” shall mean any and all revenues derived directly or indirectly from the operation of the Property. The following shall not be included in Gross Revenue:

- (a) Any refunds, credits, allowances or discounts in any form on merchandise sold (including food and/or beverages) or services rendered;
- (b) Sales, luxury or excise taxes collected from and paid by customers;
- (c) Interest on sales made on credit or time;
- (d) Merchandise returned or exchanged by customers;
- (e) Merchandise returned to sellers
- (f) Sums received in settlement.

2.13 “Expense” or “Expenses” shall mean all reasonable and necessary expenditures and disbursements contemplated by, and provided for, in the Annual Business Plan, such as the following:

- (a) All taxes, assessments and charges of every kind (except as aforesaid and except as provided in subsection 2.14(q)(i) hereof) imposed by any governmental authority having jurisdiction, including interest and penalties thereon, unless payment thereof is in good faith being contested by Owner, at Owner’s sole expense without cost to Operator, and enforcement thereof is stayed and Owner shall have given Operator written notice of such contest and stay and authorized the nonpayment thereof not less than ten (10) days prior to the date on which such tax, assessment or charge is due and payable;
- (b) The cost of Operating Equipment, Consumable Supplies, and food, beverages and other Property provisions;
- (c) The wages and salaries of all employees employed in connection with the Property and all other payroll costs, fringe benefits, social security taxes, union payments, costs of pension or profit-sharing plans and similar charges related to employment, including the executive staff and the general manager;
- (d) Out-of-Pocket expenses incurred for the account of or in connection with the Property, including traveling expenses, by executives and employees of Operator;

- (e) All costs and expenses of any separate advertising, business promotions, sales or personnel training program of the Property;
- (f) Premiums for insurance deemed desirable by Owner;
- (g) Accounting, auditing (internal or external) and legal fees;
- (h) All costs of licenses and permits;
- (i) All costs of repairs and maintenance of the Property, including contracts;
- (j) All costs of heat, light, power and other utilities;
- (k) An amount equal to the “Basic Management Fee” (as defined in Section 2.15 hereof), and all other reimbursements or other payments to Operator as required or permitted by this Agreement;
- (l) An amount equal to the expenditure in each Accounting Year for “Capital Expenditures” (as that term is defined in Section 2.16 hereof);
- (m) Rents and other charges due to third party lessors;
- (n) Payments made to third party consultants or technical advisors
- (o) Provisions for bad and doubtful debts;
- (p) Credit card commissions;
- (q) All other costs and expenses maintaining and operating the Property, except that, notwithstanding the foregoing, Expenses shall not include:
 - (i) any taxes measured in whole or in part by or in respect of the income or profits of either Owner or Operator or any franchise, capital or corporate excise taxes of either of them, whether in respect of the operations of the Property or otherwise;
 - (ii) depreciation or amortization of, or gain or loss on analysis involving assets, the purchase of which would be a “Capital Expenditure” (as defined in Section 2.16); or
 - (iii) payments or accruals of financing obligations (whether in the form of payment of interest or principal of both) of Owner related to the Property.

2.14 “Basic Management Fee” shall mean an amount equal to four percent (4 %) of Gross Revenue of the Property.

2.15 “Capital Expenditures” shall mean those expenditures, the cost of which are treated as such under generally accepted principles of accounting applicable to the

operation of resorts and conference centers, but, in any event, shall include expenditures for all elements of the Building (except those which are for repairs and maintenance) and all Furnishings and Equipment (except Operating Equipment).

2.16 [Intentionally omitted.]

ARTICLE III

Use and Operation of the Property

3.1 Subject to the provisions of Section 3.4 hereof, Operator agrees to operate the Property as a first-class inn, and to provide or cause to be provided all activities in connection therewith which are customary and usual to such an operation.

3.2 Subject to this Agreement, and in accordance with the Annual Business Plan described in Section 4.2 hereof, Operator shall have control and discretion in the management and operation of the Property and of all properties and funds relating thereto including, without limitation, the right to delegate such management and operation of any one or more persons or entities Operator may, in its discretion, select. In accordance with the Annual Business Plan, shall permit Operator to do the following in its own name or in the name of the Owner, but, in any event, for the account of Owner and to charge any cost thereof as an Expense:

(a) Employ, pay, establish and change the rates of pay from time to time of, and supervise, train and discharge all employees and personnel (including the general manager) of the Property, who shall be employees of Operator. Such authority or any part thereof may be delegated by Operator to one or more persons employed by Operator.

(b) Supervise and maintain complete and accurate records of account as described in Section 4.1.

(c) Negotiate and enter into licenses, subleases and concession agreements for stores, commercial space and services at the Property, which shall be bona fide and for terms extending no longer than the end of the then current term hereof.

(d) Make or cause to be made all ordinary repairs, replacements, improvements and additions to the Property, so that it shall be adequately maintained and furnished as a first-class inn.

(e) Negotiate and enter into bona fide contracts required in the discretion of Operator in the ordinary course of business in operating the Property, including, without limitation, contracts for acquisition of food and beverages, Operating Equipment, title retention agreements, electricity, gas, telephone, elevator and other equipment maintenance, detective agency protection, vermin extermination and other services which Operator deems advisable.

(f) Purchase or otherwise acquire Consumable Supplies for the maintenance and operation of the Property in the normal course of business, and to consume the same in the operation of the Property.

(g) Determine the charges to be made for and the terms of admittance to and sale of guest and function rooms, commercial space, entertainment and food and beverages, and the like.

(h) Determine and carry out the labor policies of the Property relating, among other things, to wages, hours and conditions of employment, hire and discharge of employees and institution in the Property of such pension, or other retirement or employee benefit plans as Operator may, in its discretion, deem advisable.

(i) Determine and carry out all phases of promotion, publicity and sales so as, among other things, to maximize Owner's income having due regard to the Property's location, quality and amenities, and the limitation on its use.

3.3 Subject to this Agreement, Operator shall have control of all Gross Revenue and other monies involved in the operation of the Property, all of which will be the Property of Owner and of any bank accounts in which any such monies may be deposited. Owner shall also have signatory authority on bank accounts. Owner, however, can only withdraw funds for expenses of the Property under the terms of this Agreement and with written notification to Operator. Withdrawal of funds by Owner that in the Operator's opinion impairs Operator's ability to operate the property may result in termination of this Agreement upon ten (10) days' prior written notice to Owner. Operator will be responsible for disbursing such monies on behalf of Owner (but only in accordance with the terms of this Agreement). All funds used in the operation of the Property, and all receipts and disbursements thereof (except insofar as funds are maintained in the Property) shall be deposited in and withdrawn from one or more bank accounts from time to time established in the name of Owner under an account name or account names designated by Owner. The only persons authorized to withdraw funds from, or to terminate any such account, shall be individuals designated and approved by Operator or Owner (each of whom shall be bonded by a fidelity bond), and no funds shall be permitted to be withdrawn or the account closed without the signature of at least one such approved person.

3.4 (a) A minimum working capital cash balance of \$100,000 shall be maintained. If gross operating profit insufficient to maintain this balance, the deficit shall be funded by Owner.

(b) Notwithstanding anything herein contained to the contrary, expressed or implied, Operator shall not be obliged under any circumstances to advance its own funds for Working Capital or any Expense of the Property.

(c) Within ten (10) days of receipt of written request from Operator, Owner will provide such funds as Operator deems necessary to be expended under this Agreement, substantially in accordance with the Annual Business Plan, for the operation

of the Property, and any failure by Owner to do so shall constitute a breach of this Agreement by Owner.

(d) Operator shall have the right, in the event of the failure by Owner timely to make any payment required by the provisions of this Section 3.4 to be made by it, to elect to terminate this Agreement upon ten (10) days' prior written notice to Owner, and unless such payment is made within such period of ten (10) days, this Agreement may, at the option of the Operator, thereupon terminate.

3.5 To the extent of Gross Revenue and monies provided by Owner under provisions of Section 3.4, Operator will make disbursements in the manner and to the extent defined in Section 5.1, directly to the obligees thereof.

3.6 Operator shall protect and promote the interests of Owner in all regards relating to the efficient operation and management of the Property, and the maintenance of standards of services and facilities as described in this Agreement, and subject to Section 1.1 hereof.

3.7 (a) Owner undertakes at all times to ratify and confirm whatever may be properly done or caused to be done by Operator under this Agreement and Owner hereby indemnifies and holds Operator harmless from and against all actions, proceedings, claims, demands or liabilities whatsoever which may be brought against or incurred by Operator in relation to anything done or caused to be done as aforesaid and against all costs, damages and expenses (including, without limitation, attorneys' fees and expenses) which Operator may suffer or incur in settling or defending the same. Excluded are those liabilities arising from Operator's willful misconduct, gross negligence, fraud or embezzlement of or by Operator or any of its officers, directors, shareholders or agents, except to the extent that the same may be covered by insurance proceeds. Owner indemnifies and holds Operator harmless from any and all actions whatsoever caused by the employees of the Property, except to the extent that such actions are directed by Operator or otherwise are occasioned by any act or default on the part of Operator, or Operator's agents, servants, licensees or employees. Owner's duty to indemnify operator to the extent set forth above shall extend to all such liability, loss, damage, cost or expense to Operator arising from or relating to the management of the Property, Operator will notify Owner of such action, suit, or proceeding and Owner may, and upon Operator's request will, at Owner's expense, defend such action, suit or proceeding, or cause the same to be defended by counsel designated by Owner.

(b) Operator shall indemnify and hold Owner harmless from and against any and all liability, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) to persons or property arising from Operator's willful misconduct, gross negligence, fraud or embezzlement of or by Operator or any of its officers, directors, shareholders or agents except to the extent that the same may be covered by insurance proceeds.

3.8 Operator shall not, except pursuant to the Annual Business Plan, or as may be otherwise required or permitted in the performance of its obligations hereunder,

pledge the credit of Owner or enter into any commitments such as, but not limited to, borrowing money or signing any promissory note or giving any guarantee), in the name or on behalf of the Owner.

ARTICLE IV

Books, Reports and Annual Business Plan

4.1 (a) Operator shall cause to be kept, for the accounts of Owner, adequate books of account and other records reflecting the operation of the Property in accordance with generally accepted principles of accounting applicable to the operation of a conference center. The books of account and other records kept for the account of the Owner shall be physically located on the premises, shall be maintained on the accrual basis, shall include accounts receivable, accounts payable and a general ledger, and may be kept in computer format. Such books and records shall be the property of the Owner, and, at the termination date of this Agreement, shall be returned to Owner if not then in Owner's possession. The obligation to return such books and records shall survive the termination of this Agreement. Owner, any agent or employee of Owner, and Owner's and Operator's respective independent accounting firms, shall all have the right and privilege of examining said books and records from time to time at any reasonable time during daytime business hours.

(b) At Owner's option, but as an Operating Expense, a certified audit or a compilation of the Property's operations may be performed annually or monthly (and upon termination of this Agreement, if not coterminous with a fiscal year end) by a certified public accounting firm selected by Owner.

(c) The books and records of the Property shall be kept on a calendar year basis. On or before the twentieth (20th) day of each month or as otherwise specified by financing requirements, Operator shall deliver to Owner Operator's standard form of operating statement setting forth the results of the operations of the Property for the preceding fiscal month and the fiscal year-to-date. The annual operating statement for the Property shall be delivered to Owner no later than the forty-fifth (45th) day after the end of the fiscal year, subject to reasonable delays caused by a certified audit or compilation (if any). The above will be compiled by the Property's controller and accounting staff which will be an operating expense of the Property.

4.2 (a) Owner and Operator acknowledge the budgeting process to be a crucial factor to the successful management of the Property, and also to be the key communication link between the parties. Within thirty (30) days after the date of execution of this Agreement and within thirty (30) days prior to the commencement of each full fiscal year thereafter, during the term of this Agreement, Operator shall submit to Owner, for Owner's written approval, an Annual Business Plan for the Property which shall consist of a proposed operating budget and a proposed marketing plan for the ensuing full or partial fiscal year, whichever the case may be. Owner must submit modifications to the Annual Plan within thirty (30) days after it is submitted or the Annual Business Plan shall be deemed. If Operator receives such modifications within

(30) day period, Operator shall manage the accordance with the Annual Business Plan as so Operator shall also report to Owner from time to time, separately and not as part of the Annual Business Plan, regarding the financial and physical condition of Property, including recommendations for improvements and changes to the Property. Operator shall revise the Annual Business Plan from time to time to reflect unpredicted materially significant changes, variables or events. Any such revision shall be submitted to Owner for approval. If at any time Owner modifies the Annual Business Plan, or its opinion, cannot manage the Property in accordance with the Annual Business Plan as modified, then Operator may elect to terminate this Agreement upon sixty (60) days' prior written notice to Owner. Upon request of Owner, Operator shall provide Owner, in a timely manner, with the date utilized in preparing an Annual Business Plan or any revision thereto. In addition, Operator shall, from time to time, prepare a budget or Initial Cost Summary setting forth the costs and estimated date of completion of construction of any improvements to the Property ("Construction Budget"), to which Operator shall obtain Owner's written consent or approval as above provided.

(b) Except as may otherwise be provided in this Agreement, Operator, in the name of Owner and at Owner's expense, is authorized to take all actions and to make and enter into all contracts and purchase orders as Operator deems necessary to accomplish the Annual Business Plan or revision thereto within the expenditure limits contained in the Annual Business Plan, as from time to time revised, or necessary to complete the improvements in accordance with the Construction Budget.

(c) Operator shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Annual Business Plan or revision thereto or the Construction Budget. It is understood that the operating budget contained in the Annual Business Plan and the plan itself is a guide for managing the Property and for measuring the operating results of the Property. Operator does not represent or warrant that the budget will be achieved. There are unknown variables that could materially change the actual results.

ARTICLE V

Additional Covenants by Operator

Subject to the provisions of Section 3.4, Operator covenants and agrees to perform and carry out the following, in its name or in the name of Owner, but in any event, for the account of Owner and any costs incurred consistent with the Annual Business Plan shall be Expenses:

5.1 (a) To pay when and as the same are due and payable (with the right to pay the same in installments, to the extent permitted by law), all water charges, real estate taxes, personal property taxes and betterment assessments levied or assessed on or against the Property or any portion thereof for any fiscal period of the taxing authority, all or any part of which period is included in the term of this Agreement. The portion of any such amount so paid which is applicable to the term of this agreement shall be an Expense when paid. Operator shall not be liable, however, to Owner for any income,

excise or Property taxes assessed or assessable against Owner. Sales and occupancy taxes will be collected by Operator separately, and will be remitted by Operator to the proper tax authorities.

(b) Operator may, with Owner's approval, in good faith at any time, contest the validity or the amount of any such tax or assessment in the name of Owner, and any refund or rebate shall be paid to Operator as part of Gross Revenue of the Property. Expenditures in any contest hereinunder shall be Expenses.

5.2 To keep and maintain the Property in good operating order and condition, subject to reasonable use and wear, fire or casualty, and not to commit waste upon the Property.

(a) Notwithstanding the foregoing or any provision of this agreement to the contrary, Operator shall not be obliged to make any repairs or alterations beyond:

(i) ordinary current repairs to the Building, Furnishings and Equipment;

(ii) painting and repainting the interior of the Building as needed; and

(iii) keeping the windows clean and the lawns and adjoining grounds in good condition.

(b) If any structural repairs, alterations or changes in the Property shall be required by reason of any laws, ordinances, rules, regulations or orders of any governmental or municipal authority, they shall be made by Owner and paid for out of its separate funds (not those of the Property), Operator or its affiliate is willing to provide this service under a separate contract. For purposes of this Agreement, structural repairs or alterations shall be those which affect the basic structure of the Building or which fundamentally alter the basic character thereof

5.3 To exercise all reasonable efforts to comply with all federal, state and local laws and ordinances affecting the use of the Property; provided that Operator's obligation shall be subject to the limitations contained in Section 5.3 hereof. With respect to any alleged violation of any such laws or ordinances, Operator shall have the right to contest the allegation in the name of Owner and postpone compliance pending the determination of such contest, if permitted by law.

5.4 Upon the expiration of this Agreement, or on the cessation of its operation of the Property, to yield up to Owner the Property (including all replacements and additions thereto made after the Commencement Date) in good order, repair and condition, excepting reasonable wear and tear and damage by fire or other casualty and subject to the provisions of Section 5.2. Notwithstanding any other provisions of this Agreement, but subject to the terms of any security agreement permitted hereunder and relating thereto, Operator may, in accordance with the Annual Business Plan and with Owner's approval, from time to time, sell or dispose of any of the Furnishings and

Equipment or fixtures of the Property which it deems to have become obsolete or unsuitable. The proceed of any such sale shall, to the extent thereof, be deemed Gross Revenue.

5.5 To expend, in accordance with the Annual Business Plan and with Owner's approval, for Furnishings and Equipment (excluding Operator's equipment) and other Capital Expenditures, such amount as Operator shall, in its reasonable discretion, deem prudent.

5.6 To allow Owner of its agents to enter in and upon the Property to examine the condition thereof, at all reasonable times and on reasonable notice; provided, however, that such entry shall not interfere with the normal day-to-day operation of the Property.

ARTICLE VI

Additional Covenants by Owner

Owner further covenants and agrees:

6.1 That all outstanding debts incurred prior to the Commencement Date shall be the responsibility of the Owner to resolve directly with the creditors.

6.2 That this Agreement will not be barred, terminated, cut off or foreclosed, nor will the rights and possessions of Operator under this Agreement be disturbed so long as this Agreement has not been terminated by expiration or otherwise.

6.3 To pay, keep, observe and perform all payments, terms, covenants, conditions and obligations to be made, kept, observed or performed by Owner under any concession, security instrument or other agreement in respect of the Property or any property relating to the Property, except as herein otherwise specifically provided.

6.4 Subject to the terms hereof, to do all things required of it by this Agreement to ensure that the possession, management and operation of the Property by Operator in the manner herein contemplated will be peaceful and uninterrupted during the Entire Term.

6.5 To provide the Working Capital in the manner and to the extent described herein.

6.6 To permit Operator to rent, lease or purchase any replacements of or additions to the Furnishings and Equipment (in the name of Owner), in accordance with the Annual Business Plan, which are customarily subject to such form of acquisition for use in inns subject to rental agreements, leases, conditional sale agreements or agreements provided for the deferred payment of the purchase price (herein sometimes collectively called "title retention agreements"); provided that

(a) any right, title or interest of Operator in replacements of or additions in or to the Property shall vest in Owner, as its interest may appear and shall be substantially in accordance with the Annual Business Plan and subject to the provisions of Section 3.2 (e);

(b) the amount expended for the same shall be an Expense at the time and to the extent each payment or rent or installment of the price is made;

(c) all such expenditures to the extent thereof shall be deemed Capital Expenditures.

ARTICLE VII

Damage by Fire or Other Casual

7.1 If the Building shall be totally or substantially destroyed by fire or other casualty, each party shall have the option to terminate this Agreement by notice served upon the other within sixty (60) days after such fire or other casualty. Any such notice of termination shall become effective thirty (30) days after the giving of the same, and in such event the insurance proceeds shall belong solely and totally to Owner.

ARTICLE VIII

Condemnation

8.1 If all of the Property shall be taken or condemned in any eminent domain, condemnation or like proceeding by any competent authority, or if such a portion thereof shall be taken or condemned as to make it imprudent or unreasonable, in Owner's opinion, to use the remaining portion a conference center type and class immediately preceding such taking or condemnation, then in either event, this Agreement shall cease and terminate as of the date upon which the parties shall be required to surrender possession. Any award for such taking or condemnation shall belong solely and totally to Owner.

ARTICLE IX

Termination of Agreement by Owner

9.1 If one or more of the following events shall occur, that is:

(a) If Operator shall become in default in the performance of any term, covenant or condition which this Agreement requires to perform, and shall fail to cure such default within thirty (30) days after receipt of written notice from Owner specifying such default; or

(b) If Owner is required to terminate this Agreement pursuant to the terms of any loan agreement encumbering the Property; or

(c) If Operator's interest under this Agreement shall be taken on execution, then so long as any such event is continuing or has occurred, Owner may, by notice in writing to Operator, terminate this agreement forthwith.

9.2 Notwithstanding the provisions of the foregoing paragraphs, Owner shall have the right to terminate this Agreement immediately:

(a) in the event of any willful misconduct, gross negligence, fraud, or embezzlement by the Operator or any of its officers, directors, shareholders or agents towards or affecting the Property, Owner, Owner's agents, employees or representatives, or any lenders from whom Owner has obtained financing for the Property; or

(b) in the event a petition in bankruptcy is filed by or against Operator, whether voluntary or involuntary, or in the event Operator makes an assignment for the benefit of creditors, takes advantage of any insolvency act, is subject to having a receiver or trustee appointed with respect to all or a substantial part of its assets, or if Operator is unable to pay its debts as they mature (provided, however, that in the event an involuntary proceeding is filed against Operator by any party other than Owner, Operator shall have sixty (60) days after such filing to have the proceeding terminated prior to Owner's right to terminate this Agreement); or

(c) at any time without cause upon ninety (90) day's notice to Operator.

ARTICLE X

Termination of Agreement by Operator

10.1 If Owner shall become in default of the due performance of any term, covenant or condition which this Agreement requires it to perform, and shall fail to cure, correct or remedy such default within the period of time specified in the provision relating to such term, covenant or condition (or, if there shall be none, then within sixty (60) days after written notice from Operator specifying such default), then so long as any such event is continuing, Operator may terminate this Agreement forthwith, by a notice given in writing to Owner.

10.2 At any time, Operator shall have the right to terminate this Agreement as of a date specified in a notice to be given by Operator to Owner, which date shall be at least ninety (90) days after the giving of such notice, and this Agreement shall terminate on such date.

10.3 The rights of termination granted Operator in the Article X shall be in addition to any other right or remedy that may otherwise be available to Operator.

ARTICLE XI

Arbitration

11.1 Any dispute (the settlement of which is not otherwise provided for herein) arising hereunder between Owner and Operator shall be referred for decision by an Arbitrator in accordance with the rules then obtaining of the American Arbitration Association. If such organization is not then in existence or does not desire to act in the matter, such matter shall be submitted for decision by an Arbitrator selected by the parties. If the parties are unable to agree upon an Arbitrator within thirty (30) days after either party has given the other written notice of its desire to submit the matter as aforesaid, then either party may apply to the Chief Judge of any court of competent jurisdiction in Massachusetts for the appointment of an arbitrator to hear the parties and decide the dispute. The said Chief Judge is hereby authorized to make such appointment.

11.2 The decision in writing of the Arbitrator so selected or appointed shall be final and conclusive upon both parties. The costs and expenses of arbitration, including the compensation and expenses of such Arbitrator, shall be borne by the parties as the Arbitrator may determine, but failing such determination, by the responsible party. Either party may apply to any court of competent jurisdiction for an order confirming the award; judgement of the Court shall be entered upon the award unless the award is vacated, modified or corrected as provided by law.

11.3 Notwithstanding the foregoing, any dispute, a possible determination of which is the termination of this Agreement, shall not be the subject of arbitration pursuant to this Article unless the parties otherwise agree in writing.

ARTICLE XII

Miscellaneous

12.1 In its operation of the Property, Operator may utilize trade names or trademarks which in whole or in part may be the same as or similar to the trade names or trademarks used by it, in connection with the operation of resorts, golf courses and conference centers.

12.2 No assent, expressed or implied, by Owner or Operator to any breach of or default in any term, covenant or condition which this Agreement requires to be performed or observed by the other party shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

12.3 (a) Except as otherwise expressly provided, those terms, covenants and conditions which this Agreement requires to be performed and observed by Operator shall be binding upon Operator and its authorized successors and assigns and shall ensure to the benefit of Owner and its authorized successors and assigns; and those terms, covenants and conditions which this Agreement requires to be performed and observed by Owner shall be binding upon Owner and its successors and assigns and shall ensure to the benefit of Operator and its authorized successors and assigns.

(b) Either party shall have the right to assign this Agreement to any corporation or entity with which or into which it may be merged or to which it may transfer substantially all of its assets or to a wholly-owned subsidiary, or, in the case of Operator, to a corporation, partnership or other business entity of which at least fifty- one (51%) of the equity is owned directly or indirectly by it. Neither party shall have the right to make any other assignment of this Agreement or any interest therein without the written consent of the other. Furthermore, if having made a permitted assignment of this Agreement or any part thereof, either party should sell, transfer or otherwise dispose of so much of the equity of the assignee as would have prohibited the assignor from making the assignment in the first instance, this Agreement shall be terminable by the other party after thirty (30) days' notice.

(c) Nothing in this Agreement, express or implied, shall confer upon any person or entity, other than the parties hereto and their authorized successors and assigns, any rights or remedies hereunder or by reason of this Agreement.

(d) All references to "Owner" and "Operator" throughout this Agreement shall include and apply to their respective authorized successors and assigns; provided, however, that no permitted assignment of this Agreement shall relieve the Assignor of its obligations and liabilities under this Agreement.

12.4 All notices to Owner shall be addressed to Corcoran Jennison Company, Inc., 150 Mount Vernon Street, Suite 500, Boston, MA 02125, Attention: Michael Corcoran, President, or to such other place as may be designated by written notice to Operator (email: mcorcoran@corcoranjennison.com). All notices to Operator shall be addressed to Corcoran Jennison Hospitality LLC, 2907 Main Street, Brewster, Massachusetts 02651, Attention: Robert Newman, CEO, or to such other place as may be designated by written notice to Owner (email: Robert.Newman@oceanedge.com). Notice shall be sufficient if given by reputable overnight commercial carrier (e.g., FedEx), or by registered mail, postage paid, return receipt requested, addressed to the party at its address as described above, or by email with evidence of receipt, and shall be effective when received. Unless otherwise notified in writing, each party shall direct all sums payable to the other party at its address for notice purposes.

12.5 This Agreement is being executed and delivered in the Commonwealth of Massachusetts and shall be governed by, construed and interpreted in accordance with the laws of that jurisdiction.

12.6 Neither party shall be liable to the other in damages nor shall this Agreement be terminated or a default be deemed to have occurred because of any failure to perform hereunder for damages caused by fire, earthquake, flood, explosion, casualty, striker unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo' war, act of God, inability to obtain labor, material or supplies or any other similar cause beyond its control.

12.7 The captions and headings throughout the Agreement and its Table of contents are for convenience and reference only and they shall, in no way, be held or

deemed to define, modify or add to the meaning, scope or intent of any provision of this Agreement.

12.8 Nothing herein contained shall constitute or be construed to be or create a co-partnership or joint venture between Owner or Operator.

12.9 In the event that any one or more by the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgement of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs.

12.10 This Agreement may be modified only by written agreement. Signed by both Owner and Operator.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, all on the date first above written, but effective for all purposes as of December 14, 2023.

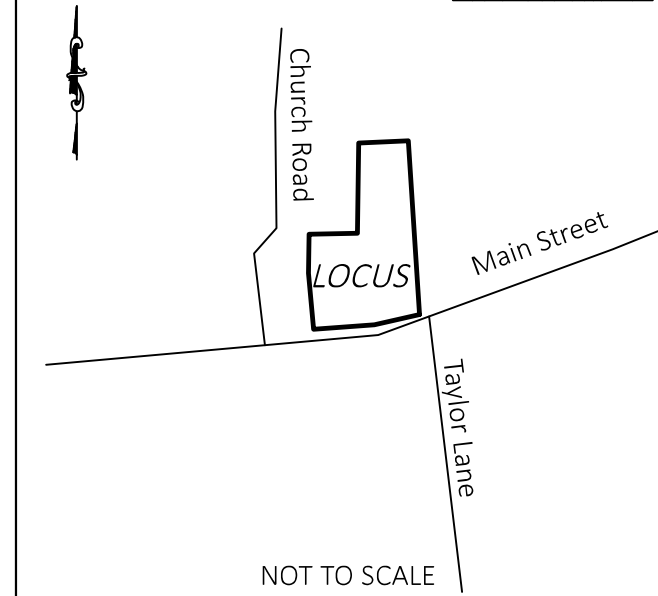
ATTEST:

Corcoran Jennison Hospitality LLC
By Corcoran Jennison Hospitality Company,
Inc., its manager
By:

Robert Newman, CEO

OSPI LLC
By Corcoran Jennison Company, Inc., its
manager
By:

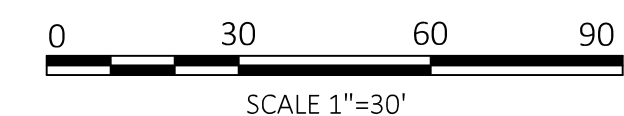
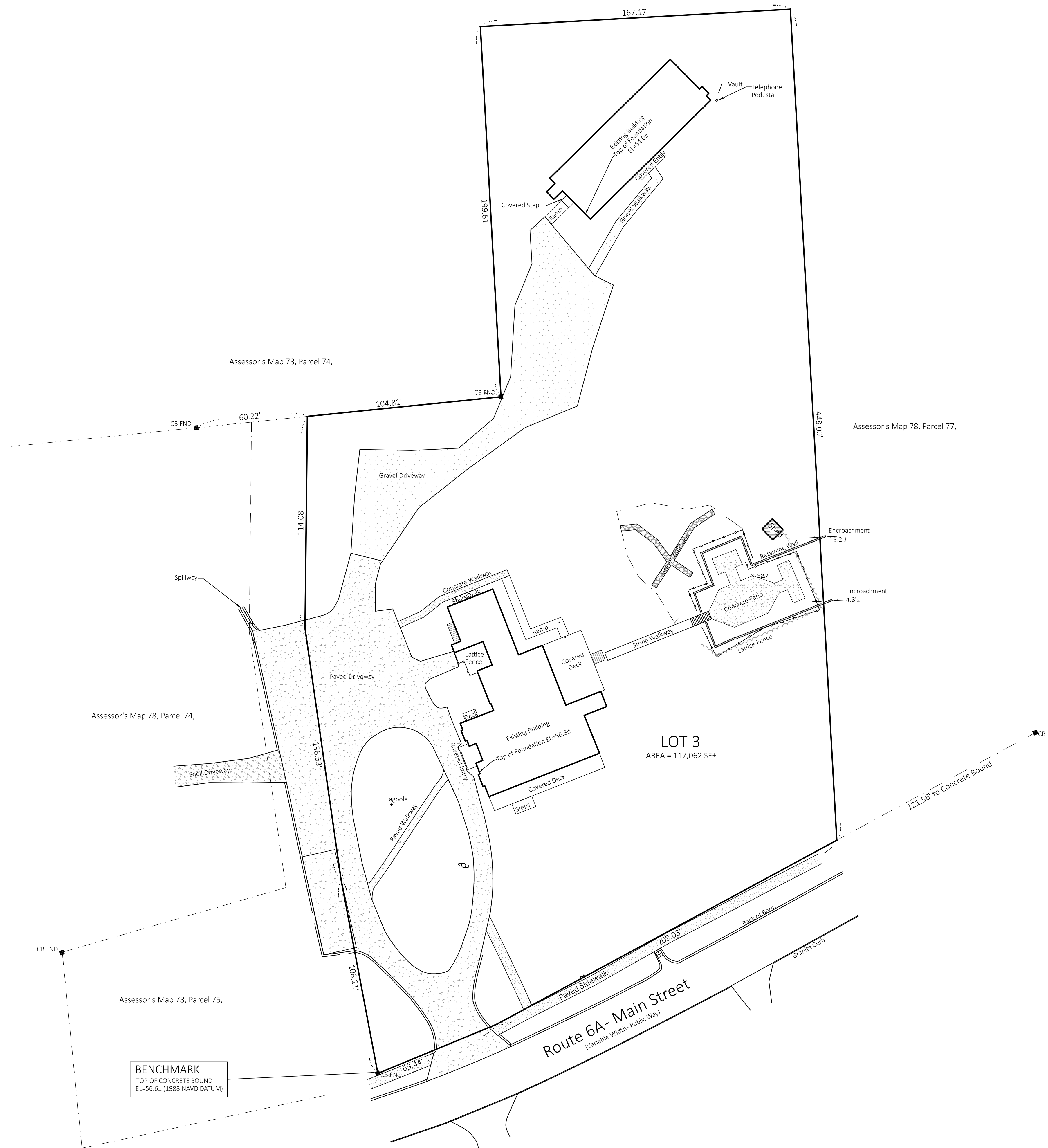
Michael Corcoran, President



PLAN BOOK 262 PAGE 16
DEED BOOK 36133 PAGE 303
ASSESSORS' MAP 78 PARCEL 76

LEGEND

- 32 — EXISTING CONTOUR
- 32 — PROPOSED CONTOUR
- × 12.34 EXISTING SPOT GRADE
- 24x5 PROPOSED SPOT GRADE
- W — WATER SERVICE LINE
- OH — OVERHEAD UTILITY SERVICE
- E — ELECTRIC / COMM. SERVICE LINE
- G — GAS SERVICE LINE
- ⊙ TEST HOLE / BORING LOCATION
- ST SEPTIC TANK
- DB DISTRIBUTION BOX
- SAS SOIL ABSORPTION SYSTEM
- Reserve RESERVED FOR FUTURE
- ⊕ UTILITY POLE
- ⊕ CATCH BASIN
- ⊕ FIRE HYDRANT
- ⊕ WELL
- ⊕ DRAINAGE MANHOLE
- CONCRETE BOUND, FOUND
- LIMIT OF WORK
- FENCE
- EDGE OF CLEARING



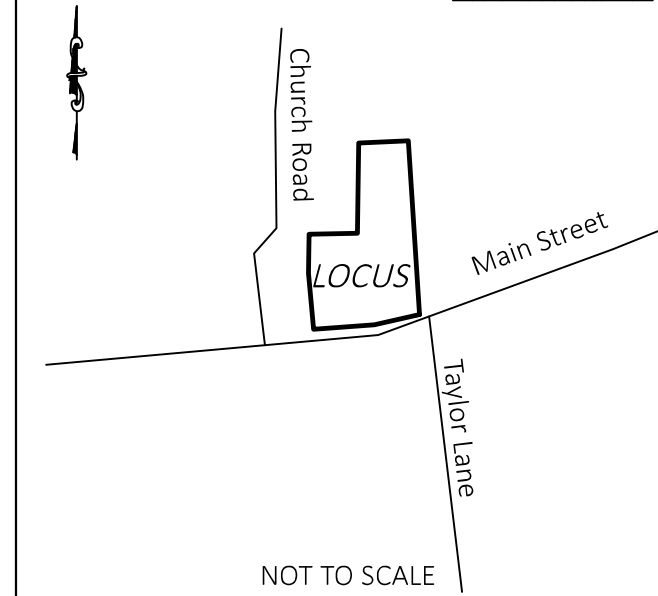
OLD SEAPINES INN, LLC
150 Mt. Vernon Street, Suite 500, Boston, MA 02125

SITE SKETCH PLAN
2553 Main Street, Brewster, MA 02631

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services

1573 Main Street - Route 6A
P.O. Box 1773
Brewster, MA 02631 (508)896-6602 Fax

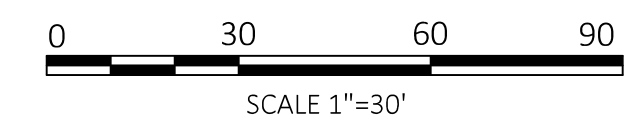
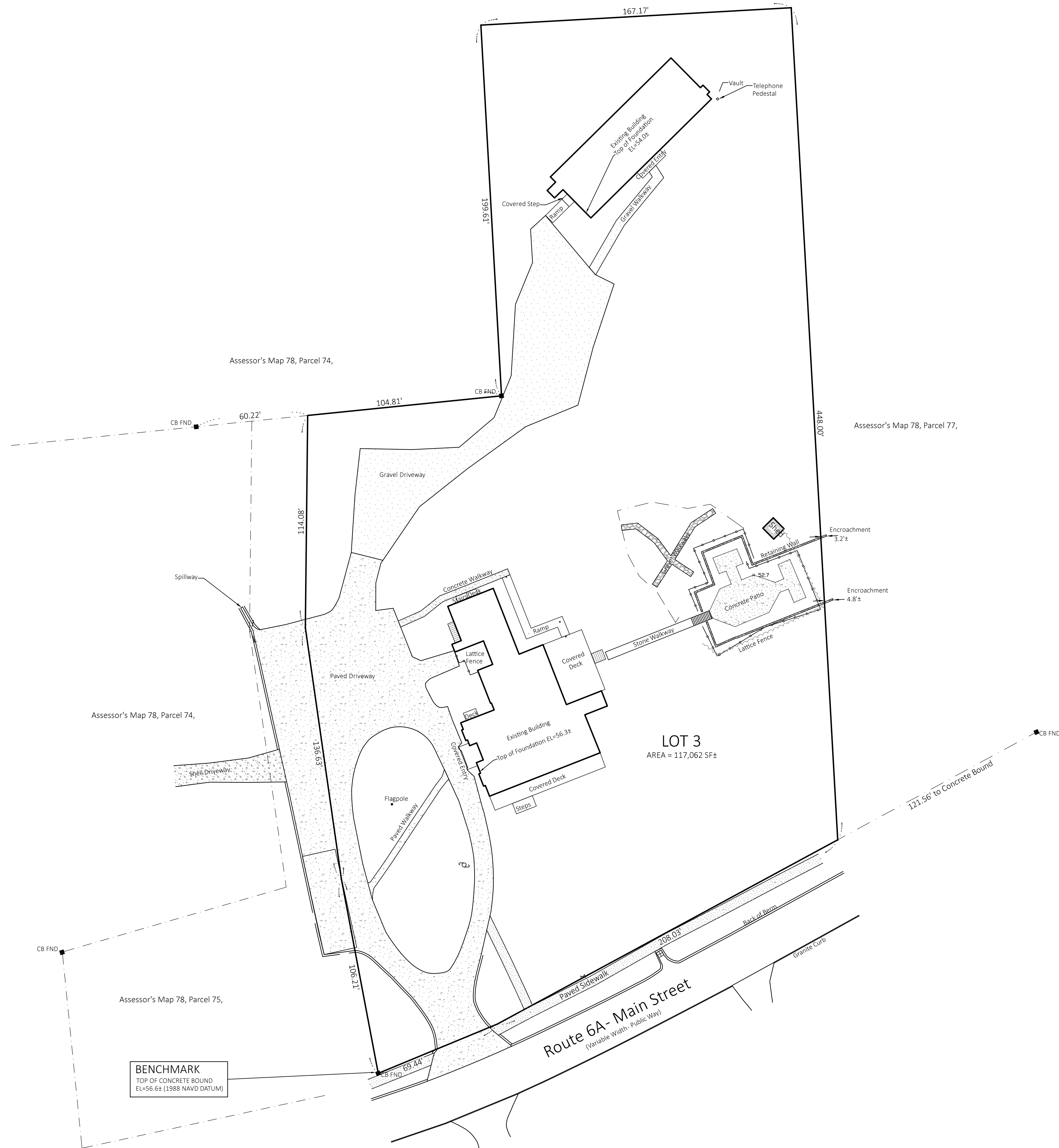
DATE: 3-22-2024	SCALE: As Noted	BY: BSH	CHECK: JMO	JOB NUMBER: JMO9468
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PLAN BOOK 262 PAGE 16
 DEED BOOK 36133 PAGE 303
 ASSESSORS' MAP 78 PARCEL 76

LEGEND

- 32 — EXISTING CONTOUR
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DATE:	SCALE:	BY:	CHECK:	JOB NUMBER:
3-22-2024	As Noted	BSH	JMO	JMO9468

Account Number:	669892
Customer Name:	Brewster Board Of Selectmen/Legals
Customer Address:	Brewster Board Of Selectmen/Legals 2198 Main ST Town of Brewster Brewster MA 02631-1852
Contact Name:	Andreana Sideris
Contact Phone:	
Contact Email:	
PO Number:	Erika Mawn

Date:	03/28/2024
Order Number:	10010275
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	40.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO CAP Cape Codder	2	04/12/2024 - 04/19/2024	Public Notices
NEO wickedlocal.com	2	04/12/2024 - 04/19/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$20.80
Tax Amount	\$0.00
Service Fee 3.99%	\$0.83
Cash/Check/ACH Discount	-\$0.83
Payment Amount by Cash/Check/ACH	\$20.80
Payment Amount by Credit Card	\$21.63

Order Confirmation Amount	\$20.80
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Ad Preview

2553 Main St

LEGAL NOTICE TOWN OF BREWSTER Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4-17C, the Brewster Select Board will hold a public hearing on Tuesday April 23, 2024, at 6:10pm to review and vote on an application from OSPI LLC, d/b/a Old Sea Pines Inn located at 2553 Main Street, Brewster. The application is for a transfer of an on-premises hotel all alcoholic beverages annual liquor license, an alteration of premises and a new management/operating agreement.

This hearing will be conducted in person at 2198 Main Street, Room A and by remote participation. To participate in this meeting by phone, call 312-626-6799 or 301-715-8592. Webinar ID: 890 9291 0526 Passcode: 509224. To participate by Zoom, please use this link, [https://us02web.zoom.us/j/89092910526?](https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09)
[pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09](https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09), Passcode: 509224

All interested parties are invited to attend.

AD#10010275

Cape Codder 04/12,04/19/2024

To: Abutters of 2553 Main Street- OSPI, LLC
Re: Public Hearing for a Liquor License Transfer and Alteration of Premises

Please note that OSPI LLC, d/b/a Old Sea Pines Inn has filed an application with the Select Board to Transfer an On-Premises, All Alcoholic Beverages Liquor License along with an Alteration of Premises and a Management/Operating Agreement. Below is the legal advertisement that will run in the April 12th and April 19th, edition of the Wicked Local/The Cape Codder.

TOWN OF BREWSTER
Liquor License Hearing

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Passcode: 509224

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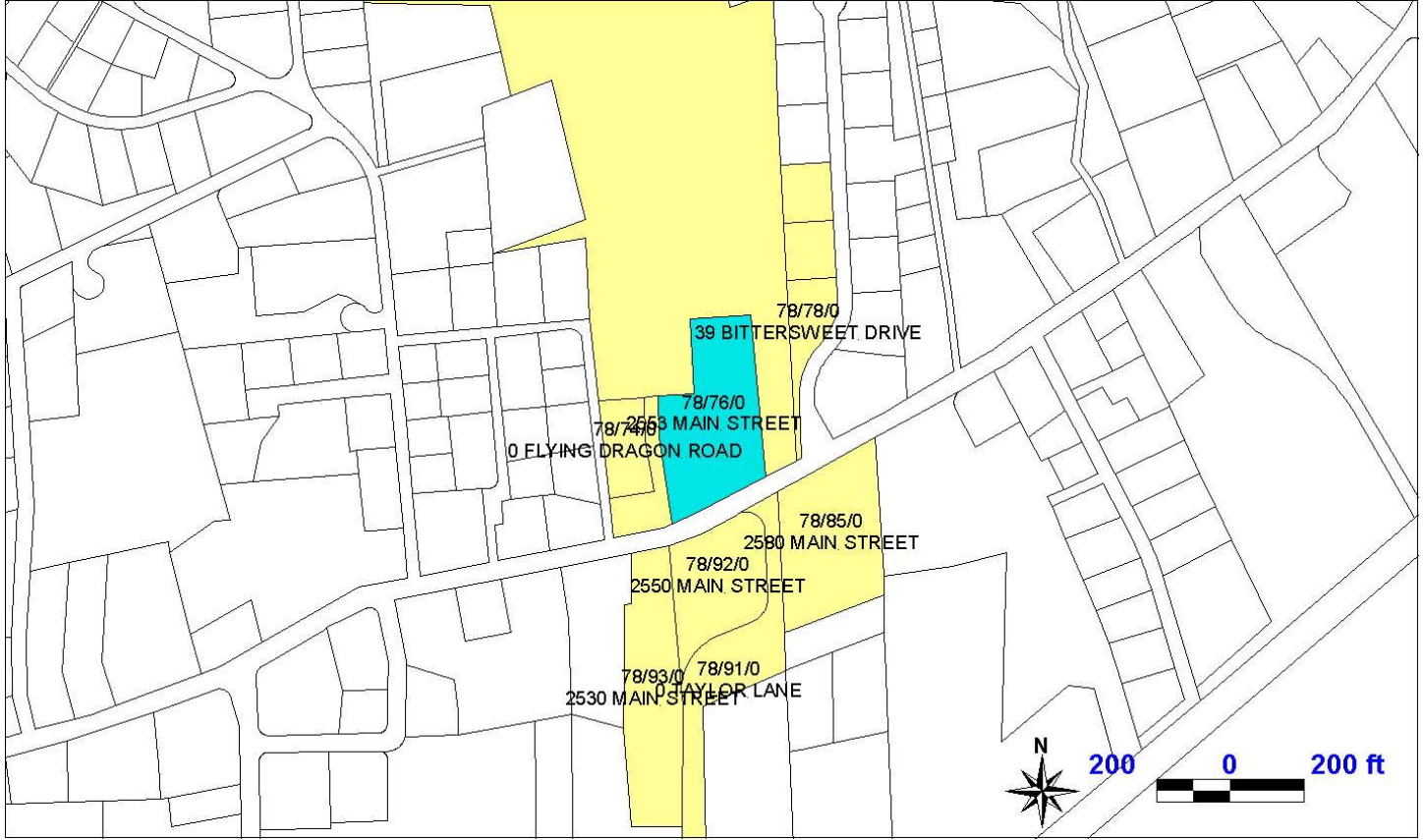


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

Certified by:

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

Custom Abutters List for Parcel 78/76/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1664	78-74-0-R (15-135)	BELKNAP KATHLEEN M	0 FLYING DRAGON ROAD	PO BOX 1163	BREWSTER	MA	02631
1544	78-75-0-R (15-20-4)	ROWAN MICHELE A TRUSTEE	2537 MAIN STREET	P O BOX 1026	BREWSTER	MA	02631
1543	78-76-0-R (15-20-3)	OSPI LLC	2553 MAIN STREET	150 MOUNT VERNON STREET SUITE 500	BOSTON	MA	02125
15520	78-77-0-E (6-999)	SEA PINES CONDOMINIUM ASSOCIATIONS SEA PINES I, II, III, & IV	86 SEA PINES DRIVE	C/O MERCANTILE PROPERTY MANAGEME PO BOX 790	BOURNE	MA	02532
552	78-77-552-R (6-20-1A)	CAHILL MADELINE TRUSTEE 59 LANDING LANE REAL ESTATE TR	53 LANDING LANE	67 OAKTON AVENUE	DORCHESTER	MA	02122
553	78-77-553-R (6-20-1B)	HAYES ALBISTON DEBORAH TRUSTEE ALBISTON CLAYTON TRUSTEE	55 LANDING LANE	3420 S OCEAN BOULEVARD UNIT 10W	HIGHLAND BEACH	FL	33487
554	78-77-554-R (6-20-1C)	BAILLY MAGGIE C/O BAILLY MAGGIE TRUSTEE	51 LANDING LANE	82 MIDDLE STREET	NEWBURYPORT	MA	01950
555	78-77-555-R (6-20-1D)	BAILEY JOHN C & HOHL ELIZABETH	47 LANDING LANE	20 AMHERST ROAD	RIVERSIDE	CT	06878
556	78-77-556-R (6-20-1E)	KNIGHTS MARIA & MICHAEL	49 LANDING LANE	9 BLUEBERRY LANE	HOPKINTON	MA	01748
557	78-77-557-R (6-20-1F)	CAUDILL JILL L TRUSTEE JILL L CAUDILL TRUST OF MAY 13 2020	61 LANDING LANE	166 HIGHLAND MOORS DRIVE	BREWSTER	MA	02631
558	78-77-558-R (6-20-1G)	GARMAN LYNN TRUSTEE GEORGE W GARMAN TRUST OF 2016	59 LANDING LANE	929 N WASHINGTON STREET APT 2	DENVER	CO	80203
559	78-77-559-R (6-20-1H)	GAMBALE DEAN & KATHLEEN	57 LANDING LANE	71 VIRGINIA ROAD	WALTHAM	MA	02453
560	78-77-560-R (6-20-2A)	CAREY SHARON F TRUSTEE CAREY FAMILY FUNDING TRUST	13 LANDING LANE	43 WESTLAND AVENUE UNIT 415	BOSTON	MA	02115
561	78-77-561-R (6-20-2B)	SMITH DENNIS A TRUSTEE & OLIVERIO SUSAN P TRUSTEE	11 LANDING LANE	54 BRAE ROAD	WEYMOUTH	MA	02191
562	78-77-562-R (6-20-2C)	RYAN KENNETH E & MAUREEN	15 LANDING LANE	120 LAKE STREET	UPPER SADDLE RIVER	NJ	07458

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
563	78-77-563-R (6-20-2F)	HURLEY PETER	19 LANDING LANE	383 KING STREET APT 1717	SAN FRANCISCO	CA	94158
564	78-77-564-R (6-20-2G)	HEALY ELIZABETH A TRUSTEE ELIZABETH A HEALY REVOCABLE TRUST	23 LANDING LANE	23 LANDING LANE UNIT G	BREWSTER	MA	02631
565	78-77-565-R (6-20-2H)	SOYLEMEZ EKREM & LEANNE	21 LANDING LANE	12 SHERBURNE ROAD	LEXINGTON	MA	02421
566	78-77-566-R (6-20-2J)	CARR SARAH E	17 LANDING LANE	17 LANDING LANE	BREWSTER	MA	02631
567	78-77-567-R (6-20-3A)	OOMER IMRAN A & MELISSA	14 LANDING LANE	14 LANDING LANE	BREWSTER	MA	02631
568	78-77-568-R (6-20-3B)	KILLILEA PETER M & MAUREEN S	12 LANDING LANE	25 PINE TRAIL	CARMEL	NY	10512
569	78-77-569-R (6-20-3C)	GALLAGHER ROGER J & JAUCIONE G	16 LANDING LANE	5 HERITAGE ROAD	HINGHAM	MA	02043
570	78-77-570-R (6-20-3D)	LEARNED AUTUMN	18 LANDING LANE	18 LANDING LANE	BREWSTER	MA	02631
571	78-77-571-R (6-20-3E)	JAMES ELISABETH I	20 LANDING LANE	20 LANDING LANE	BREWSTER	MA	02631
572	78-77-572-R (6-20-3F)	MANNING NEIL & DEBORAH	6 LANDING LANE	98 CORNERSTONE DRIVE	SOUTH WINDSOR	CT	06074
573	78-77-573-R (6-20-3G)	BYRNE MARY JANE	10 LANDING LANE	10 LANDING LANE	BREWSTER	MA	02631
574	78-77-574-R (6-20-3H)	FARRELL KEVIN J & HEBERT-FARRELL DIANE	8 LANDING LANE	152 CEDAR STREET	ARLINGTON	MA	02476
575	78-77-575-R (6-20-4A)	BERNARDI DEBRA	30 LANDING LANE	6 GROVE STREET	FRAMINGHAM	MA	01701
576	78-77-576-R (6-20-4B)	FACENTE RONALD L TRUSTEE & FACENTE CARMEN M TRUSTEE	32 LANDING LANE	347 FLORENCE STREET	NEW MILFORD	NJ	07646
577	78-77-577-R (6-20-4C)	SMOK JEFFREY T & DOROTHY P	28 LANDING LANE	641 ELM STREET	WESTFIELD	NJ	07090
578	78-77-578-R (6-20-4F)	VAN HORN DANIEL & EVA	38 LANDING LANE	35 STONE XING	SOUTH WINDSOR	CT	06074
579	78-77-579-R (6-20-4G)	PARZYCH MARY E & KENNETH M (LIFE ESTATE)	34 LANDING LANE	35 CORNWELL DRIVE	COVENTRY	CT	06238
580	78-77-580-R (6-20-4H)	YOUMAN GREGORY R & YOUMAN ANDREA SHAMSI	36 LANDING LANE	275 WAVERLEY AVENUE	NEWTON	MA	02458
581	78-77-581-R (6-20-4J)	LEONE MARY M	26 LANDING LANE	107 TUSSOCK BROOK ROAD	DUXBURY	MA	02332
582	78-77-582-R (6-20-5A)	BAILLY MAGGIE J TRUSTEE MAGGIE J BAILLY 2023 TRUST	44 LANDING LANE	82 MIDDLE STREET UNIT 2	NEWBURYPORT	MA	01950
583	78-77-583-R (6-20-5B)	PRESCOTT DONNA M	46 LANDING LANE	46 LANDING LANE	BREWSTER	MA	02631
584	78-77-584-R (6-20-5C)	CIOLKOWSKI SOLOMON & LETITIA	42 LANDING LANE	141 BREWSTER ROAD APT 304	BREWSTER	MA	02631
585	78-77-585-R (6-20-5F)	DENEGRI PATRICIA A TRUSTEE DENEGRI REALTY TRUST	52 LANDING LANE	52 LANDING LANE	BREWSTER	MA	02631
586	78-77-586-R (6-20-5G)	BURKHART SANDRA J	48 LANDING LANE	32 SUNSET RIDGE LANE	BOLTON	MA	01740
587	78-77-587-R (6-20-5H)	MUSE MICHAEL J & JANE W	50 LANDING LANE	50 LANDING LANE	BREWSTER	MA	02631
588	78-77-588-R (6-20-5J)	CUMMINGS EDWARD J JR & MARY	40 LANDING LANE	1121 GLENMEADOW COURT	SCHENECTADY	NY	12309
589	78-77-589-R (6-20-6A)	STONE BETSEY G TRUSTEE	22 GROVE LANE	385 CHESTNUT HILL AVE	BOSTON	MA	02135
590	78-77-590-R (6-20-6B)	MCQUEENEY JANE LIFE ESTATE	24 GROVE LANE	3 REHABILITATION WAY APT 607	WOBURN	MA	01801
591	78-77-591-R (6-20-6C)	YELLEN ROBERTA S & LAWRENCE E TRUST ROBERTA S YELLEN FAMILY TRUST	26 GROVE LANE	56 EVELYN ROAD	WABAN	MA	02468
592	78-77-592-R (6-20-6F)	SMILEEDGE PETER K & LYNN W	30 GROVE LANE	118 HUNTINGTON AVE APT 401	BOSTON	MA	02116
593	78-77-593-R (6-20-6H)	NUGENT DAVID & MARCIA LIFE ESTATE	32 GROVE LANE	32 GROVE LANE	BREWSTER	MA	02631
594	78-77-594-R (6-20-6J)	OLIVER CHRISTINE N & HALE ROBERT M	28 GROVE LANE	104 FOREST STREET	WELLESLEY	MA	02481
595	78-77-595-R (6-20-7A)	BESTOCK RALPH RICHARD TRUSTEE	9 GROVE LANE	9 GROVE LANE	BREWSTER	MA	02631
596	78-77-596-R (6-20-7B)	TARR JUDITH A TRUSTEE JUDITH A TARR TRUST	7 GROVE LANE	7 GROVE LANE	BREWSTER	MA	02631
597	78-77-597-R (6-20-7C)	VALENTI ANDREA & VALENTI ALEXANDRA & GEARY SEAN P	5 GROVE LANE	111 EQUINOX ROAD	LAKE GEORGE	NY	12845
598	78-77-598-R (6-20-7F)	BIJESSE WILLIAM P & BIJESSE JUDITH ANDALORO	13 GROVE LANE	15 CHILDS ROAD	LEXINGTON	MA	02421
599	78-77-599-R (6-20-7H)	COSGROVE MICHAEL E & MARY K TRUSTE	11 GROVE LANE	1530 RIDGE LAKE DRIVE	CHESTERFIELD	MO	63017
600	78-77-600-R (6-20-7J)	STEHMAN BURNELL R TRUSTEE SHIRLEY STEHMAN 2012 IRREV TR	3 GROVE LANE	8523 THACKERY STREET #9303	DALLAS	TX	75225
601	78-77-601-R (6-20-8A)	GLASER TINA A TRUSTEE & GLASER RAYMOND WILLIAM	19 GROVE LANE	19 GROVE LANE UNIT A BUILDING 8	BREWSTER	MA	02631
602	78-77-602-R (6-20-8B)	LEITNER HENRY H & LASERNA CATALINA	21 GROVE LANE	32 MT PLEASANT STREET	CAMBRIDGE	MA	02140
603	78-77-603-R (6-20-8C)	FOLSOM RICHARD S & MELANIE & PAQUIN SHERI	23 GROVE LANE	76 BEACH STREET	FOXBORO	MA	02035

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
604	78-77-604-R (6-20-8F)	RAMEY JACKIE & SARAH C	27 GROVE LANE	102 BERRYCHECK HILL	PEACHTREE CITY	GA	30269
605	78-77-605-R (6-20-8H)	SAINT OLWEN	29 GROVE LANE	29 GROVE LANE	BREWSTER	MA	02631
606	78-77-606-R (6-20-8J)	MILLIGAN TERRY W & CHENEY JOSEPH M JR TRUSTEES	25 GROVE LANE	25 GROVE LANE	BREWSTER	MA	02631
607	78-77-607-R (6-20-9A)	DUCOFF ROBERT J & DIANE	37 GROVE LANE	200 EXCHANGE STREET UNIT 1511	PROVIDENCE	RI	02903
608	78-77-608-R (6-20-9B)	KELTON DAMEN E & JILLIAN K & SMITH MARCIA J & WILLIAM H	35 GROVE LANE	93 CHESBROUGH ROAD	WEST ROXBURY	MA	02132
609	78-77-609-R (6-20-9C)	LANGE JOAN C (LIFE ESTATE)	33 GROVE LANE	C/O KAREN E LANGE 41 PHILADELPHIA AVENUE	TAKOMA PARK	MD	20912
610	78-77-610-R (6-20-9F)	FLANAGAN MARK D & JOANNA E	41 GROVE LANE	7 DEE ROAD	LEXINGTON	MA	02420-3324
611	78-77-611-R (6-20-9H)	BOYLE JEROME F & KATHLEEN R	39 GROVE LANE	39 GROVE LANE UNIT 9H	BREWSTER	MA	02631
612	78-77-612-R (6-20-9J)	LATSHAW ROBERT F JR & KATHLEEN H TF THIRTY ONE GROVE LANE REALTY TRUST	31 GROVE LANE	19 BARON ROAD	FRANKLIN	MA	02038
707	78-77-707-R (6-2003-D01)	AUSTIN CAROL A	213 SEA PINES DRIVE	213 SEA PINES DRIVE	BREWSTER	MA	02631
708	78-77-708-R (6-2003-D02)	WALLACE STEPHEN G	215 SEA PINES DRIVE	215 SEA PINES DRIVE	BREWSTER	MA	02631
709	78-77-709-R (6-2003-D03)	JAQUIERY PAUL G & MERYL GOLDEN	11 DUNEWARD LANE	2 BURRITTS LANDING N	WESTPORT	CT	06880-6403
710	78-77-710-R (6-2003-D04)	LIPTAK DENIS E & KATHLEEN A TRUSTEES DENIS E LIPTAK REV TR	34 DUNEWARD LANE	10 GREY SHALE	PLYMOUTH	MA	02360
711	78-77-711-R (6-2003-D05)	FIorentino FRANK P & MARY C TRUSTEES SEA PINES NOMINEE TR	30 DUNEWARD LANE	13 GERSHON WAY	WINCHESTER	MA	01890
712	78-77-712-R (6-2003-D06)	GRETO JILL	32 DUNEWARD LANE	26 ROCKY RIDGE DRIVE	TRUMBULL	CT	06611
713	78-77-713-R (6-2003-D07)	SMAGLIA ROBERT A TRUSTEE ROBERT A SMAGLIA LIVING TRUST	26 DUNEWARD LANE	26 DUNEWARD LANE	BREWSTER	MA	02631
714	78-77-714-R (6-2003-D08)	SAYIGH SOPHIA E TRUSTEE THE SOPHIA E SAYIGH TRUST	28 DUNEWARD LANE	28 DUNEWARD LANE	BREWSTER	MA	02631
715	78-77-715-R (6-2003-D09)	MARDEN KEITH A & SHIRLEY M TRUSTEES MARDEN-BREWSTER RT	22 DUNEWARD LANE	67 STANDISH RD	WELLESLEY	MA	02181
716	78-77-716-R (6-2003-D10)	CORCORAN JOSEPH J & GAYLE M	24 DUNEWARD LANE	141 GERALD ROAD	MILTON	MA	02186
717	78-77-717-R (6-2003-D11)	RICCARDI JOHN & EILEEN	18 DUNEWARD LANE	365 HEMLOCK HILL ROAD N	FAIRFIELD	CT	06824
718	78-77-718-R (6-2003-D12)	LEVERING GORDON THOMAS & LEVERING JENNIFER	20 DUNEWARD LANE	38 RIDGE ROAD	WESTWOOD	MA	02090
719	78-77-719-R (6-2003-D13)	EDMUNDS MICHAEL A & KATHRYN M	2 DUNEWARD LANE	1209 SMYTHE STREET	DANIEL ISLAND	SC	29492
720	78-77-720-R (6-2003-D14)	CLAYMAN STEVEN G & NANCY H	8 DUNEWARD LANE	197 COMMONWEALTH AVENUE	BOSTON	MA	02116
721	78-77-721-R (6-2003-F01)	MAURER STEPHEN C & PAMELA ERICKSOI	10 FRIENDSHIP LANE	80 WOODLAND DRIVE	FLORENCE	MA	01062
722	78-77-722-R (6-2003-F02)	ZIMMERMAN SHIRLEY S & ROBERT M TRU 12 FRIENDSHIP CIRCLE RESIDENCE TRUS	12 FRIENDSHIP LANE	111 MARLBOROUGH STREET UNIT 3	BOSTON	MA	02116
723	78-77-723-R (6-2003-F03)	LAROSE STEPHEN M & MARY ELLEN	14 FRIENDSHIP LANE	1145 HIGH STREET	WESTWOOD	MA	02090
724	78-77-724-R (6-2003-F04)	KIMEL KLAUS & TRIPOLSKI-KIMEL MARIA	16 FRIENDSHIP LANE	121 CORWNINSHIELD ROAD	BROOKLINE	MA	02446
725	78-77-725-R (6-2003-F05)	DOYLE SUSAN & DOYLE LESLIE	18 FRIENDSHIP LANE	18 FRIENDSHIP LANE	BREWSTER	MA	02631
726	78-77-726-R (6-2003-F06)	KATZ JEFFREY N & ZEIGER SUSAN L	22 FRIENDSHIP LANE	20 PLOWGATE ROAD	SO BROOKLINE	MA	02467
727	78-77-727-R (6-2003-F07)	PAVEN RUTH M & NATHAN S TRTEES	36 FRIENDSHIP LANE	C/O ANDREW M PAVEN 9 BREWSTER ROAD	HINGHAM	MA	02043
728	78-77-728-R (6-2003-F08)	LIPSCOMB EARLE F & PATRICIA W	38 FRIENDSHIP LANE	5260 SOUTH LANDINGS DRIVE #808	FORT MYERES	FL	33919
729	78-77-729-R (6-2003-F09)	AUGENBRAUN SARA S TRUSTEE & AUGENBRAUN CHARLES B TRUSTEE	40 FRIENDSHIP LANE	3 WEATHERVANE LANE	WILTON	CT	06897
730	78-77-730-R (6-2003-F10)	DYKENS SUSAN T TRUSTEE SEA PINES REALTY TRUST	42 FRIENDSHIP LANE	42 FRIENDSHIP LANE	BREWSTER	MA	02631
731	78-77-731-R (6-2003-F11)	BILLINGS BARBARA L	37 FRIENDSHIP LANE	15 GLOUCESTER LANE	WEST HARTFORD	CT	06107
732	78-77-732-R (6-2003-F12)	LOCKHART DAVID M & SUSAN W TRUSTEE LOCKHART FAMILY TRUST	35 FRIENDSHIP LANE	1130 RIVER ROAD	HILLSBOROUGH	NJ	08844
733	78-77-733-R (6-2003-F13)	CORCORAN LEO S & ALISON H	33 FRIENDSHIP LANE	51 HIGHLAND LANE	MILTON	MA	02186
734	78-77-734-R (6-2003-F14)	DESANCTIS SUSANNE T	31 FRIENDSHIP LANE	35 THELMA WAY	SCITUATE	MA	02066
735	78-77-735-R (6-2003-F15)	PETERSON ADDIE R TRUSTEE OF ADDIE ROTH PETERSON FAM REV TR	29 FRIENDSHIP LANE	101 CYPRESS POINT	ST SIMONS ISLAND	GA	31522
736	78-77-736-R (6-2003-F16)	PHANEUF BERNARD V TRUSTEE BERNARD V PHANEUF NOMINEE TR	21 FRIENDSHIP LANE	C/O MARIANNE ALBANO 21 FRIENDSHIP LANE	BREWSTER	MA	02631
737	78-77-737-R (6-2003-F17)	LORD CHRISTINE A TRUSTEE CHRISTINE A LORD REAL ESTATE TRUST	19 FRIENDSHIP LANE	19 FRIENDSHIP LANE	BREWSTER	MA	02631
738	78-77-738-R (6-2003-F18)	NADBORNY DANIEL A TRUSTEE	17 FRIENDSHIP LANE	40 PARET LANE	HARTSDALE	NY	10530

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739	78-77-739-R (6-2003-F19)	SCHMIDT ELLEN LOUISE TRUSTEE ELLEN LOUISE SCHMIDT 1998 RT	15 FRIENDSHIP LANE	57721 CRUMSTOWN HIGHWAY	SOUTH BEND	IN	46619
740	78-77-740-R (6-2003-F20)	WALTERS VERONICA L & DEWITT KRISTINA L	5 FRIENDSHIP LANE	3507 ST DAVIDS ROAD	NEWTOWN SQUARE	PA	19073
741	78-77-741-R (6-2003-H01)	SMITH ABIGAIL & SMITH MICHAEL	9 HOLLOW LANE	85 NICHOLAS ROAD REAR	FRAMINGHAM	MA	01701
742	78-77-742-R (6-2003-H02)	O'LEARY JASON C TRUSTEE O'LEARY SEA PINES REALTY TRUST	17 HOLLOW LANE	17 HOLLOW LANE	BREWSTER	MA	02631
743	78-77-743-R (6-2003-H03)	GALLICCHIO MARCIA P TRUSTEE SEA PINES H-3 REALTY TRUST	23 HOLLOW LANE	24 CORDIS STREET	CHARLESTOWN	MA	02129-3320
744	78-77-744-R (6-2003-H04)	FIorentino ANTHONY & GAETANA TRUSTEES/FIORENTINO FAMILY LT	25 HOLLOW LANE	222 BOX MOUNTAIN DRIVE	VERNON	CT	06066
745	78-77-745-R (6-2003-H05)	GOODWIN NANCY	27 HOLLOW LANE	25 EMERSON WAY	SUDBURY	MA	01776
746	78-77-746-R (6-2003-H06)	MCCARTHY TERENCE C TRUSTEE	29 HOLLOW LANE	20 NORTHWOOD DRIVE UNIT 102	SUDBURY	MA	01776
747	78-77-747-R (6-2003-H07)	DENNETT WILLIAM S & DEBORAH A	32 HOLLOW LANE	9 CLARRIDGE CIRCLE	MILFORD	MA	01757
748	78-77-748-R (6-2003-H08)	GROGAN WILLIAM H TRUSTEE GROGAN FAMILY REAL ESTATE TRUST	30 HOLLOW LANE	9 RUNNING BROOK CIRCLE	NATICK	MA	01760
749	78-77-749-R (6-2003-H09)	EASTWOOD TRUST JENNISON GARY A TRUSTEE	28 HOLLOW LANE	c/o CORCORAN JENNISON CO 150 MT VERNON ST STE 500	BOSTON	MA	02125
750	78-77-750-R (6-2003-H10)	TOBIO PAUL & MARIE	26 HOLLOW LANE	14 MAYFAIR CIRCLE	NORWOOD	MA	02062
751	78-77-751-R (6-2003-H11)	ANDALORO PATRICIA D	24 HOLLOW LANE	3 SPRINGDALE ROAD	LEXINGTON	MA	02421
752	78-77-752-R (6-2003-H12)	GINSBURG SANDRA R	20 HOLLOW LANE	336 BOYLSTON STREET	NEWTON CENTER	MA	02459
753	78-77-753-R (6-2004-B01)	CROSS SUSAN DONAHUE	239 SEA PINES DRIVE	12 BARTHEL COURT	LUTHERVILLE	MD	21093
754	78-77-754-R (6-2004-B02)	WIESEL ROBERT C	241 SEA PINES DRIVE	70 HOPE AVENUE APT 514	WALTHAM	MA	02453
755	78-77-755-R (6-2004-B03)	VANDERCAR MARK OR VANDERCAR SANDRA TRUSTEES	243 SEA PINES DRIVE	12587 MAJESTIC ISLES DRIVE	BOYNTON BEACH	FL	33437
756	78-77-756-R (6-2004-B04)	GIGLIO JOHN F III & DAWN A	245 SEA PINES DRIVE	13 MITCHELL GRANT WAY	BEDFORD	MA	01730
757	78-77-757-R (6-2004-B05)	ROBELEN BENJAMIN F & ROBELEN MAUREEN C TRUSTEES	255 SEA PINES DRIVE	6117 SOUTHEAST OAKMONT PLACE	STUART	FL	34997
758	78-77-758-R (6-2004-B06)	POWERS ALEXANDER D & PAULA M	257 SEA PINES DRIVE	12 PLEASANT STREET	WELLESLEY	MA	02482
759	78-77-759-R (6-2004-B07)	GROTTKAU SHARON M & BRIAN E	259 SEA PINES DRIVE	11 ZACHARY LANE	READING	MA	01867-1081
760	78-77-760-R (6-2004-B08)	REILLY LAWRENCE J & SHANNON	261 SEA PINES DRIVE	4 CLYDESDALE LANE	HOPKINTON	MA	01748
761	78-77-761-R (6-2004-B09)	SPIEGELMAN BRUCE & LOFFREDO SUSAN	263 SEA PINES DRIVE	271 WABAN AVENUE	NEWTON	MA	02468
762	78-77-762-R (6-2004-B10)	SULLIVAN DAVID S & BARBARA H TRUSTE	265 SEA PINES DRIVE	865 CENTRAL AVENUE APT. O-305	NEEDHAM	MA	02492
763	78-77-763-R (6-2004-B11)	SCHANER FAMILY LLC	269 SEA PINES DRIVE	C/O CATHERINE L MELNICZAK 22611 FDR BLVD-UNIT 301	LEXINGTON PARK	MD	20653-5553
764	78-77-764-R (6-2004-B12)	BUONFIGLIO PAUL L III & STACEY A	271 SEA PINES DRIVE	20 WING ROAD	LYNNFIELD	MA	01940
765	78-77-765-R (6-2004-B13)	LESSER STEVEN N & PAMELA S TRUSTEE LESSER REALTY TRUST	273 SEA PINES DRIVE	257 COMMONWEALTH AVENUE	BOSTON	MA	02116
766	78-77-766-R (6-2004-B14)	ROQUE PETER A & MICHELLE M TRSTEE	275 SEA PINES DRIVE	10 WINDSOR PLACE	MANSFIELD	MA	02048
767	78-77-767-R (6-2004-B15)	CONRAD FRANK P & KATHRYN S TRUSTEES SABAKA REALTY TRUST	277 SEA PINES DRIVE	8 CEDAR ROAD	WESTON	MA	02493
768	78-77-768-R (6-2004-B16)	GRECO CARMINE A & YOUNG KATHLEEN I	279 SEA PINES DRIVE	7761 SE DOUBLETREE DRIVE	HOBE SOUND	FL	33455
769	78-77-769-R (6-2004-K01)	BIANCHI THOMAS J & JEANNE G	3 KNOLL LANE	337 APPLETON STREET	NORTH ANDOVER	MA	01845
770	78-77-770-R (6-2004-K02)	MANKO CLIFFORD M & PATRICIA K TRUST PATRICIA K MANKO TRUST	7 KNOLL LANE	7 CABOT STREET	WINCHESTER	MA	01890
771	78-77-771-R (6-2004-K03)	HARRIS BETTE ANN TRUSTEE BETTE ANN HARRIS 2018 REVOCABLE TRI	13 KNOLL LANE	85 EAST INDIA ROW, UNIT 29B	BOSTON	MA	02110
772	78-77-772-R (6-2004-K04)	MITZENMACHER MICHAEL & STEPHANIE	15 KNOLL LANE	33 CARY AVENUE	LEXINGTON	MA	02421
773	78-77-773-R (6-2004-K05)	MONROE EILEEN M & DAVID E TRUSTEES/THE MONROE FAMILY TR	21 KNOLL LANE	21 KNOLL LANE	BREWSTER	MA	02631
774	78-77-774-R (6-2004-K06)	ZLOTNIK MARC D & JOAN L	23 KNOLL LANE	9926 DERBYSHIRE LANE	BETHESDA	MD	20817
775	78-77-775-R (6-2004-K07)	PARMELEE BARBARA & LESLIE A TRUSTE BARBARA PARMELEE LIVING TRUST	25 KNOLL LANE	4072 GLENHURST DRIVE N.	JACKSONVILLE	FL	32224
776	78-77-776-R (6-2004-K08)	GRASSILLI PETER C & NANCY B	27 KNOLL LANE	14 NEWPORT AVENUE	WEST HARTFORD	CT	06107
777	78-77-777-R (6-2004-K09)	STUBENHAUS ERIC & BARBARA TRUSTEE STUBENHAUS REALTY TRUST	29 KNOLL LANE	8 ENFIELD DRIVE	ANDOVER	MA	01810
778	78-77-778-R (6-2004-K10)	BAGLIONE RICHARD P & DOLORES V	40 KNOLL LANE	18639 HORACE STREET	NORTHBRIDGE	CA	91326
779	78-77-779-R (6-2004-K11)	GUBALA RONALD A & RUTH M	38 KNOLL LANE	551 SPENCER DRIVE	WYCOFF	NJ	07481

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780	78-77-780-R (6-2004-K12)	GARVAN MICHAEL	36 KNOLL LANE	36 KNOLL LANE	BREWSTER	MA	02631
781	78-77-781-R (6-2004-K13)	CROSBY ROBERT D & PATRICIA O TRUSTE THE CROSBY REVOC FAMILY TRUST	34 KNOLL LANE	34 KNOLL LANE	BREWSTER	MA	02631
782	78-77-782-R (6-2004-K14)	GLOVER J DUNCAN TRUSTEE THE J DUNCAN GLOVER REV TRUST	20 KNOLL LANE	11 KING PHILIP TRAIL	NORFOLK	MA	02056
783	78-77-783-R (6-2004-K15)	FOTI MARY ELLEN	18 KNOLL LANE	7 SOUTH STONE MILL DRIVE UNIT 532	DEDHAM	MA	02026
784	78-77-784-R (6-2004-K16)	MORRISSEY CHRISTOPHER C & MORRISSEY MARSHA G	12 KNOLL LANE	49 FISKE HILL ROAD	STURBRIDGE	MA	01566
785	78-77-785-R (6-2004-O01)	SEA PINES FAMILY LLC	274 SEA PINES DRIVE	274 SEA PINES DRIVE	BREWSTER	MA	02631
786	78-77-786-R (6-2004-O02)	DONOHUE REGINA M TRUSTEE REGINA M DONOHUE REVOCABLE TRUST	7 OVERLOOK LANE	128 WINTERBERRY WAY	NORFOLK	MA	02056
787	78-77-787-R (6-2004-O03)	HINTZ JOSEPH C & MARY B. TRUSTEES THE HINTZ 2020 LIVING TRUST	13 OVERLOOK LANE	13 OVERLOOK LANE	BREWSTER	MA	02631
788	78-77-788-R (6-2004-O04)	BROPHY JOSEPH M & MARY A	11 OVERLOOK LANE	11 OVERLOOK LANE	BREWSTER	MA	02631
789	78-77-789-R (6-2004-O05)	PESCATORE HENRY G & JACQUELINE M	15 OVERLOOK LANE	13 ROWLEY COUNTRY CLUB ROAD	ROWLEY	MA	01969
790	78-77-790-R (6-2004-O06)	SEA PINES LLC	17 OVERLOOK LANE	7 VILLANOVA DRIVE	WESTFORD	MA	01886
791	78-77-791-R (6-2004-O07)	PENNINGTON JAMES W & DEBORAH U	19 OVERLOOK LANE	33 STONECLEAVE ROAD	BOXFORD	MA	01921
792	78-77-792-R (6-2004-O08)	COHEN PHYLLIS (LIFE ESTATE) & COHEN DAVID J CO-TRUSTEES	23 OVERLOOK LANE	19 PINE TREE LANE	ALBANY	NY	12208
793	78-77-793-R (6-2004-O09)	CUZZIN CHARLIES INC	26 OVERLOOK LANE	C/O THOMAS RECHTIENE 1583 W PEARCE BLVD	WENTZVILLE	MO	63385
794	78-77-794-R (6-2004-O10)	FORSBERG NANCY E & FORSBERG HARRY JR	22 OVERLOOK LANE	6 COUGAR CIRCLE	WAYNE	NJ	07470
795	78-77-795-R (6-2004-O11)	ROSS RICHARD G & CAROLYN O	20 OVERLOOK LANE	83 CHANBROOK ROAD	STRATFORD	CT	06614
796	78-77-796-R (6-2004-O12)	MILLER PAULA L & DAVID W TRUSTEES THE DAVID W MILLER REVOCABLE TRUST	6 OVERLOOK LANE	6 OVERLOOK LANE	BREWSTER	MA	02631
1691	78-78-0-R (15-180)	SULLIVAN THOMAS M & SULLIVAN CATHERINE A	39 BITTERSWEET DRIVE	28 BERLDALE AVENUE	BERLIN	CT	06037
1690	78-79-0-R (15-179)	MCCANN WILLIAM O & LINDA A	55 BITTERSWEET DRIVE	15 CLAFLIN FARM LANE	NORTHBORO	MA	01532
1689	78-80-0-R (15-178)	SCOTT MARY E TRUSTEE THE MARY E SCOTT TRUST	71 BITTERSWEET DRIVE	71 BITTERSWEET DRIVE	BREWSTER	MA	02631
1632	78-85-0-E (15-114)	ROMAN CATHOLIC BISHOP	2580 MAIN STREET	OUR LADY OF THE CAPE PO BOX 1799	BREWSTER	MA	02631
1635	78-91-0-R (15-116-1)	SHIPLEY ELIZABETH BOYD & BOYD ELENA KATHRYN	0 TAYLOR LANE	2056 5TH AVENUE, APT 2C	NEW YORK	NY	01035
1634	78-92-0-R (15-116)	SHIPLEY ELIZABETH BOYD & BOYD ELENA KATHRYN	2550 MAIN STREET	2056 5TH AVENUE, APT 2C	NEW YORK	NY	01035
1636	78-93-0-R (15-117)	REMY JANE M TRUSTEE MARGARET P DICKEY NOMINEE TRUST	2530 MAIN STREET	175 A P NEWCOMB ROAD	BREWSTER	MA	02631

<p>78-74-0-R</p> <p>BELKNAP KATHLEEN M PO BOX 1163 BREWSTER, MA 02631</p>	<p>78-75-0-R</p> <p>ROWAN MICHELE A TRUSTEE P O BOX 1026 BREWSTER, MA 02631</p>	<p>78-76-0-R</p> <p>OSPI LLC 150 MOUNT VERNON STREET SUITE 500 BOSTON, MA 02125</p>
<p>78-77-0-E</p> <p>SEA PINES CONDOMINIUM ASSOCIATIONS SEA PINES I, II, III, & IV C/O MERCANTILE PROPERTY MANAGEMEN PO BOX 790 BOURNE, MA 02532</p>	<p>78-77-552-R</p> <p>CAHILL MADELINE TRUSTEE 59 LANDING LANE REAL ESTATE TR 67 OAKTON AVENUE DORCHESTER, MA 02122</p>	<p>78-77-553-R</p> <p>HAYES ALBISTON DEBORAH TRUSTEE ALBISTON CLAYTON TRUSTEE 3420 S OCEAN BOULEVARD UNIT 10W HIGHLAND BEACH, FL 33487</p>
<p>78-77-554-R</p> <p>BAILLY MAGGIE C/O BAILLY MAGGIE TRUSTEE 82 MIDDLE STREET NEWBURYPORT, MA 01950</p>	<p>78-77-555-R</p> <p>BAILEY JOHN C & HOHL ELIZABETH 20 AMHERST ROAD RIVERSIDE, CT 06878</p>	<p>78-77-556-R</p> <p>KNIGHTS MARIA & MICHAEL 9 BLUEBERRY LANE HOPKINTON, MA 01748</p>
<p>78-77-557-R</p> <p>CAUDILL JILL L TRUSTEE JILL L CAUDILL TRUST OF MAY 13 2020 166 HIGHLAND MOORS DRIVE BREWSTER, MA 02631</p>	<p>78-77-558-R</p> <p>GARMAN LYNN TRUSTEE GEORGE W GARMAN TRUST OF 2016 929 N WASHINGTON STREET APT 2 DENVER, CO 80203</p>	<p>78-77-559-R</p> <p>GAMBALE DEAN & KATHLEEN 71 VIRGINIA ROAD WALTHAM, MA 02453</p>
<p>78-77-560-R</p> <p>CAREY SHARON F TRUSTEE CAREY FAMILY FUNDING TRUST 43 WESTLAND AVENUE UNIT 415 BOSTON, MA 02115</p>	<p>78-77-561-R</p> <p>SMITH DENNIS A TRUSTEE & OLIVERIO SUSAN P TRUSTEE 54 BRAE ROAD WEYMOUTH, MA 02191</p>	<p>78-77-562-R</p> <p>RYAN KENNETH E & MAUREEN 120 LAKE STREET UPPER SADDLE RIVER, NJ 07458</p>
<p>78-77-563-R</p> <p>HURLEY PETER 383 KING STREET APT 1717 SAN FRANCISCO, CA 94158</p>	<p>78-77-564-R</p> <p>HEALY ELIZABETH A TRUSTEE ELIZABETH A HEALY REVOCABLE TRUST 23 LANDING LANE UNIT G BREWSTER, MA 02631</p>	<p>78-77-565-R</p> <p>SOYLEMEZ EKREM & LEANNE 12 SHERBURNE ROAD LEXINGTON, MA 02421</p>
<p>78-77-566-R</p> <p>CARR SARAH E 17 LANDING LANE BREWSTER, MA 02631</p>	<p>78-77-567-R</p> <p>OOMER IMRAN A & MELISSA 14 LANDING LANE BREWSTER, MA 02631</p>	<p>78-77-568-R</p> <p>KILLILEA PETER M & MAUREEN S 25 PINE TRAIL CARMEL, NY 10512</p>
<p>78-77-569-R</p> <p>GALLAGHER ROGER J & JAUCIONE G 5 HERITAGE ROAD HINGHAM, MA 02043</p>	<p>78-77-570-R</p> <p>LEARNED AUTUMN 18 LANDING LANE BREWSTER, MA 02631</p>	<p>78-77-571-R</p> <p>JAMES ELISABETH I 20 LANDING LANE BREWSTER, MA 02631</p>
<p>78-77-572-R</p> <p>MANNING NEIL & DEBORAH 98 CORNERSTONE DRIVE SOUTH WINDSOR, CT 06074</p>	<p>78-77-573-R</p> <p>BYRNE MARY JANE 10 LANDING LANE BREWSTER, MA 02631</p>	<p>78-77-574-R</p> <p>FARRELL KEVIN J & HEBERT-FARRELL DIANE 152 CEDAR STREET ARLINGTON, MA 02476</p>
<p>78-77-575-R</p> <p>BERNARDI DEBRA 6 GROVE STREET FRAMINGHAM, MA 01701</p>	<p>78-77-576-R</p> <p>FACENTE RONALD L TRUSTEE & FACENTE CARMEN M TRUSTEE 347 FLORENCE STREET NEW MILFORD, NJ 07646</p>	<p>78-77-577-R</p> <p>SMOK JEFFREY T & DOROTHY P 641 ELM STREET WESTFIELD, NJ 07090</p>

<p>78-77-578-R</p> <p>VAN HORN DANIEL & EVA 35 STONE XING SOUTH WINDSOR, CT 06074</p>	<p>78-77-579-R</p> <p>PARZYCH MARY E & KENNETH M (LIFE ESTATE) 35 CORNWELL DRIVE COVENTRY, CT 06238</p>	<p>78-77-580-R</p> <p>YOUAMAN GREGORY R & YOUAMAN ANDREA SHAMSI 275 WAVERLEY AVENUE NEWTON, MA 02458</p>
<p>78-77-581-R</p> <p>LEONE MARY M 107 TUSSOCK BROOK ROAD DUXBURY, MA 02332</p>	<p>78-77-582-R</p> <p>BAILLY MAGGIE J TRUSTEE MAGGIE J BAILLY 2023 TRUST 82 MIDDLE STREET UNIT 2 NEWBURYPORT, MA 01950</p>	<p>78-77-583-R</p> <p>PRESCOTT DONNA M 46 LANDING LANE BREWSTER, MA 02631</p>
<p>78-77-584-R</p> <p>CIOLKOWSKI SOLOMON & LETITIA 141 BREWSTER ROAD APT 304 BREWSTER, MA 02631</p>	<p>78-77-585-R</p> <p>DENEGRI PATRICIA A TRUSTEE DENEGRI REALTY TRUST 52 LANDING LANE BREWSTER, MA 02631</p>	<p>78-77-586-R</p> <p>BURKHART SANDRA J 32 SUNSET RIDGE LANE BOLTON, MA 01740</p>
<p>78-77-587-R</p> <p>MUSE MICHAEL J & JANE W 50 LANDING LANE BREWSTER, MA 02631</p>	<p>78-77-588-R</p> <p>CUMMINGS EDWARD J JR & MARY 1121 GLENMEADOW COURT SCHENECTADY, NY 12309</p>	<p>78-77-589-R</p> <p>STONE BETSEY G TRUSTEE 385 CHESTNUT HILL AVE BOSTON, MA 02135</p>
<p>78-77-590-R</p> <p>MCQUEENEY JANE LIFE ESTATE 3 REHABILITATION WAY APT 607 WOBURN, MA 01801</p>	<p>78-77-591-R</p> <p>YELLEN ROBERTA S & LAWRENCE E TRUS ROBERTA S YELLEN FAMILY TRUST 56 EVELYN ROAD WABAN, MA 02468</p>	<p>78-77-592-R</p> <p>SMILEDGE PETER K & LYNN W 118 HUNTINGTON AVE APT 401 BOSTON, MA 02116</p>
<p>78-77-593-R</p> <p>NUGENT DAVID & MARCIA LIFE ESTATE 32 GROVE LANE BREWSTER, MA 02631</p>	<p>78-77-594-R</p> <p>OLIVER CHRISTINE N & HALE ROBERT M 104 FOREST STREET WELLESLEY, MA 02481</p>	<p>78-77-595-R</p> <p>BESTOCK RALPH RICHARD TRUSTEE 9 GROVE LANE BREWSTER, MA 02631</p>
<p>78-77-596-R</p> <p>TARR JUDITH A TRUSTEE JUDITH A TARR TRUST 7 GROVE LANE BREWSTER, MA 02631</p>	<p>78-77-597-R</p> <p>VALENTI ANDREA & VALENTI ALEXANDRA , & GEARY SEAN P 111 EQUINOX ROAD LAKE GEORGE, NY 12845</p>	<p>78-77-598-R</p> <p>BIJESSE WILLIAM P & BIJESSE JUDITH ANDALORO 15 CHILDS ROAD LEXINGTON, MA 02421</p>
<p>78-77-599-R</p> <p>COSGROVE MICHAEL E & MARY K TRUSTE 1530 RIDGE LAKE DRIVE CHESTERFIELD, MO 63017</p>	<p>78-77-600-R</p> <p>STEHMAN BURNELL R TRUSTEE SHIRLEY STEHMAN 2012 IRREV TR 8523 THACKERY STREET #9303 DALLAS, TX 75225</p>	<p>78-77-601-R</p> <p>GLASER TINA A TRUSTEE & GLASER RAYMOND WILLIAM 19 GROVE LANE UNIT A BUILDING 8 BREWSTER, MA 02631</p>
<p>78-77-602-R</p> <p>LEITNER HENRY H & LASERNA CATALINA 32 MT PLEASANT STREET CAMBRIDGE, MA 02140</p>	<p>78-77-603-R</p> <p>FOLSOM RICHARD S & MELANIE & PAQUIN SHERI 76 BEACH STREET FOXBORO, MA 02035</p>	<p>78-77-604-R</p> <p>RAMEY JACKIE & SARAH C 102 BERRYCHECK HILL PEACHTREE CITY, GA 30269</p>
<p>78-77-605-R</p> <p>SAINT OLWEN 29 GROVE LANE BREWSTER, MA 02631</p>	<p>78-77-606-R</p> <p>MILLIGAN TERRY W & CHENEY JOSEPH M JR TRUSTEES 25 GROVE LANE BREWSTER, MA 02631</p>	<p>78-77-607-R</p> <p>DUCOFF ROBERT J & DIANE 200 EXCHANGE STREET UNIT 1511 PROVIDENCE, RI 02903</p>

78-77-608-R	KELTON DAMEN E & JILLIAN K & SMITH MARCIA J & WILLIAM H 93 CHESBROUGH ROAD WEST ROXBURY, MA 02132	78-77-609-R	LANGE JOAN C (LIFE ESTATE) C/O KAREN E LANGE 41 PHILADELPHIA AVENUE TAKOMA PARK, MD 20912	78-77-610-R	FLANAGAN MARK D & JOANNA E 7 DEE ROAD LEXINGTON, MA 02420-3324
78-77-611-R	BOYLE JEROME F & KATHLEEN R 39 GROVE LANE UNIT 9H BREWSTER, MA 02631	78-77-612-R	LATSHAW ROBERT F JR & KATHLEEN H TR THIRTY ONE GROVE LANE REALTY TRUST 19 BARON ROAD FRANKLIN, MA 02038	78-77-707-R	AUSTIN CAROL A 213 SEA PINES DRIVE BREWSTER, MA 02631
78-77-708-R	WALLACE STEPHEN G 215 SEA PINES DRIVE BREWSTER, MA 02631	78-77-709-R	JAQUIERY PAUL G & MERYL GOLDEN 2 BURRITTS LANDING N WESTPORT, CT 06880-6403	78-77-710-R	LIPTAK DENIS E & KATHLEEN A TRUSTEES DENIS E LIPTAK REV TR 10 GREY SHALE PLYMOUTH, MA 02360
78-77-711-R	FIORENTINO FRANK P & MARY C TRUSTEES SEA PINES NOMINEE TR 13 GERSHON WAY WINCHESTER, MA 01890	78-77-712-R	GRETO JILL 26 ROCKY RIDGE DRIVE TRUMBULL, CT 06611	78-77-713-R	SMAGLIA ROBERT A TRUSTEE ROBERT A SMAGLIA LIVING TRUST 26 DUNEWARD LANE BREWSTER, MA 02631
78-77-714-R	SAYIGH SOPHIA E TRUSTEE THE SOPHIA E SAYIGH TRUST 28 DUNEWARD LANE BREWSTER, MA 02631	78-77-715-R	MARDEN KEITH A & SHIRLEY M TRUSTEES MARDEN-BREWSTER RT 67 STANDISH RD WELLESLEY, MA 02181	78-77-716-R	CORCORAN JOSEPH J & GAYLE M 141 GERALD ROAD MILTON, MA 02186
78-77-717-R	RICCARDI JOHN & EILEEN 365 HEMLOCK HILL ROAD N FAIRFIELD, CT 06824	78-77-718-R	LEVERING GORDON THOMAS & LEVERING JENNIFER 38 RIDGE ROAD WESTWOOD, MA 02090	78-77-719-R	EDMUNDS MICHAEL A & KATHRYN M 1209 SMYTHE STREET DANIEL ISLAND, SC 29492
78-77-720-R	CLAYMAN STEVEN G & NANCY H 197 COMMONWEALTH AVENUE BOSTON, MA 02116	78-77-721-R	MAURER STEPHEN C & PAMELA ERICKSON 80 WOODLAND DRIVE FLORENCE, MA 01062	78-77-722-R	ZIMMERMAN SHIRLEY S & ROBERT M TRUS 12 FRIENDSHIP CIRCLE RESIDENCE TRUST 111 MARLBOROUGH STREET UNIT 3 BOSTON, MA 02116
78-77-723-R	LAROSE STEPHEN M & MARY ELLEN 1145 HIGH STREET WESTWOOD, MA 02090	78-77-724-R	KIMEL KLAUS & TRIPOLSKI-KIMEL MARIA 121 CORWINSHIELD ROAD BROOKLINE, MA 02446	78-77-725-R	DOYLE SUSAN & DOYLE LESLIE 18 FRIENDSHIP LANE BREWSTER, MA 02631
78-77-726-R	KATZ JEFFREY N & ZEIGER SUSAN L 20 PLOWGATE ROAD SO BROOKLINE, MA 02467	78-77-727-R	PAVEN RUTH M & NATHAN S TRTEES C/O ANDREW M PAVEN 9 BREWSTER ROAD HINGHAM, MA 02043	78-77-728-R	LIPSCOMB EARLE F & PATRICIA W 5260 SOUTH LANDINGS DRIVE #808 FORT MYERES, FL 33919
78-77-729-R	AUGENBRAUN SARA S TRUSTEE & AUGENBRAUN CHARLES B TRUSTEE 3 WEATHERVANE LANE WILTON, CT 06897	78-77-730-R	DYKENS SUSAN T TRUSTEE SEA PINES REALTY TRUST 42 FRIENDSHIP LANE BREWSTER, MA 02631	78-77-731-R	BILLINGS BARBARA L 15 GLOUCESTER LANE WEST HARTFORD, CT 06107

<p>78-77-732-R</p> <p>LOCKHART DAVID M & SUSAN W TRUSTEE LOCKHART FAMILY TRUST 1130 RIVER ROAD HILLSBOROUGH, NJ 08844</p>	<p>78-77-733-R</p> <p>CORCORAN LEO S & ALISON H 51 HIGHLAND LANE MILTON, MA 02186</p>	<p>78-77-734-R</p> <p>DESANCTIS SUSANNE T 35 THELMA WAY SCITUATE, MA 02066</p>
<p>78-77-735-R</p> <p>PETERSON ADDIE R TRUSTEE OF ADDIE ROTH PETERSON FAM REV TR 101 CYPRESS POINT ST SIMONS ISLAND, GA 31522</p>	<p>78-77-736-R</p> <p>PHANEUF BERNARD V TRUSTEE BERNARD V PHANEUF NOMINEE TR C/O MARIANNE ALBANO 21 FRIENDSHIP LANE BREWSTER, MA 02631</p>	<p>78-77-737-R</p> <p>LORD CHRISTINE A TRUSTEE CHRISTINE A LORD REAL ESTATE TRUST 19 FRIENDSHIP LANE BREWSTER, MA 02631</p>
<p>78-77-738-R</p> <p>NADBORNY DANIEL A TRUSTEE 40 PARET LANE HARTSDALE, NY 10530</p>	<p>78-77-739-R</p> <p>SCHMIDT ELLEN LOUISE TRUSTEE ELLEN LOUISE SCHMIDT 1998 RT 57721 CRUMSTOWN HIGHWAY SOUTH BEND, IN 46619</p>	<p>78-77-740-R</p> <p>WALTERS VERONICA L & DEWITT KRISTINA L 3507 ST DAVIDS ROAD NEWTOWN SQUARE, PA 19073</p>
<p>78-77-741-R</p> <p>SMITH ABIGAIL & SMITH MICHAEL 85 NICHOLAS ROAD REAR FRAMINGHAM, MA 01701</p>	<p>78-77-742-R</p> <p>O'LEARY JASON C TRUSTEE O'LEARY SEA PINES REALTY TRUST 17 HOLLOW LANE BREWSTER, MA 02631</p>	<p>78-77-743-R</p> <p>GALLICHO MARCIA P TRUSTEE SEA PINES H-3 REALTY TRUST 24 CORDIS STREET CHARLESTOWN, MA 02129-3320</p>
<p>78-77-744-R</p> <p>FIorentino ANTHONY & GAETANA TRUSTEES/FIORENTINO FAMILY LT 222 BOX MOUNTAIN DRIVE VERNON, CT 06066</p>	<p>78-77-745-R</p> <p>GOODWIN NANCY 25 EMERSON WAY SUDBURY, MA 01776</p>	<p>78-77-746-R</p> <p>MCCARTHY TERENCE C TRUSTEE 20 NORTHWOOD DRIVE UNIT 102 SUDBURY, MA 01776</p>
<p>78-77-747-R</p> <p>DENNETT WILLIAM S & DEBORAH A 9 CLARRIDGE CIRCLE MILFORD, MA 01757</p>	<p>78-77-748-R</p> <p>GROGAN WILLIAM H TRUSTEE GROGAN FAMILY REAL ESTATE TRUST 9 RUNNING BROOK CIRCLE NATICK, MA 01760</p>	<p>78-77-749-R</p> <p>EASTWOOD TRUST JENNISON GARY A TRUSTEE c/o CORCORAN JENNISON CO 150 MT VERNON ST STE 500 BOSTON, MA 02125</p>
<p>78-77-750-R</p> <p>TOBIO PAUL & MARIE 14 MAYFAIR CIRCLE NORWOOD, MA 02062</p>	<p>78-77-751-R</p> <p>ANDALORO PATRICIA D 3 SPRINGDALE ROAD LEXINGTON, MA 02421</p>	<p>78-77-752-R</p> <p>GINSBURG SANDRA R 336 BOYLSTON STREET NEWTON CENTER, MA 02459</p>
<p>78-77-753-R</p> <p>CROSS SUSAN DONAHUE 12 BARTHEL COURT LUTHERVILLE, MD 21093</p>	<p>78-77-754-R</p> <p>WIESEL ROBERT C 70 HOPE AVENUE APT 514 WALTHAM, MA 02453</p>	<p>78-77-755-R</p> <p>VANDERCAR MARK OR VANDERCAR SANDRA TRUSTEES 12587 MAJESTIC ISLES DRIVE BOYNTON BEACH, FL 33437</p>
<p>78-77-756-R</p> <p>GIGLIO JOHN F III & DAWN A 13 MITCHELL GRANT WAY BEDFORD, MA 01730</p>	<p>78-77-757-R</p> <p>ROBELEN BENJAMIN F & ROBELEN MAUREEN C TRUSTEES 6117 SOUTHEAST OAKMONT PLACE STUART, FL 34997</p>	<p>78-77-758-R</p> <p>POWERS ALEXANDER D & PAULA M 12 PLEASANT STREET WELLESLEY, MA 02482</p>
<p>78-77-759-R</p> <p>GROTTKAU SHARON M & BRIAN E 11 ZACHARY LANE READING, MA 01867-1081</p>	<p>78-77-760-R</p> <p>REILLY LAWRENCE J & SHANNON 4 CLYDESDALE LANE HOPKINTON, MA 01748</p>	<p>78-77-761-R</p> <p>SPIEGELMAN BRUCE & LOFFREDO SUSAN 271 WABAN AVENUE NEWTON, MA 02468</p>

78-77-762-R	SULLIVAN DAVID S & BARBARA H TRUSTEE 865 CENTRAL AVENUE APT. O-305 NEEDHAM, MA 02492	78-77-763-R	SCHANER FAMILY LLC C/O CATHERINE L MELNICZAK 22611 FDR BLVD-UNIT 301 LEXINGTON PARK, MD 20653-5553	78-77-764-R	BUONFIGLIO PAUL L III & STACEY A 20 WING ROAD LYNNFIELD, MA 01940
78-77-765-R	LESSER STEVEN N & PAMELA S TRUSTEES LESSER REALTY TRUST 257 COMMONWEALTH AVENUE BOSTON, MA 02116	78-77-766-R	ROQUE PETER A & MICHELLE M TRSTEEES 10 WINDSOR PLACE MANSFIELD, MA 02048	78-77-767-R	CONRAD FRANK P & KATHRYN S TRUSTEES SABAKA REALTY TRUST 8 CEDAR ROAD WESTON, MA 02493
78-77-768-R	GRECO CARMINE A & YOUNG KATHLEEN M 7761 SE DOUBLETREE DRIVE HOBE SOUND, FL 33455	78-77-769-R	BIANCHI THOMAS J & JEANNE G 337 APPLETON STREET NORTH ANDOVER, MA 01845	78-77-770-R	MANKO CLIFFORD M & PATRICIA K TRUSTE PATRICIA K MANKO TRUST 7 CABOT STREET WINCHESTER, MA 01890
78-77-771-R	HARRIS BETTE ANN TRUSTEE BETTE ANN HARRIS 2018 REVOCABLE TRU 85 EAST INDIA ROW, UNIT 29B BOSTON, MA 02110	78-77-772-R	MITZENMACHER MICHAEL & STEPHANIE 33 CARY AVENUE LEXINGTON, MA 02421	78-77-773-R	MONROE EILEEN M & DAVID E TRUSTEES/THE MONROE FAMILY TR 21 KNOLL LANE BREWSTER, MA 02631
78-77-774-R	ZLOTNIK MARC D & JOAN L 9926 DERBYSHIRE LANE BETHESDA, MD 20817	78-77-775-R	PARMELEE BARBARA & LESLIE A TRUSTEE BARBARA PARMELEE LIVING TRUST 4072 GLENHURST DRIVE N. JACKSONVILLE, FL 32224	78-77-776-R	GRASSILLI PETER C & NANCY B 14 NEWPORT AVENUE WEST HARTFORD, CT 06107
78-77-777-R	STUBENHAUS ERIC & BARBARA TRUSTEES STUBENHAUS REALTY TRUST 8 ENFIELD DRIVE ANDOVER, MA 01810	78-77-778-R	BAGLIONE RICHARD P & DOLORES V 18639 HORACE STREET NORTHBRIDGE, CA 91326	78-77-779-R	GUBALA RONALD A & RUTH M 551 SPENCER DRIVE WYCOFF, NJ 07481
78-77-780-R	GARVAN MICHAEL 36 KNOLL LANE BREWSTER, MA 02631	78-77-781-R	CROSBY ROBERT D & PATRICIA O TRUSTE THE CROSBY REVOC FAMILY TRUST 34 KNOLL LANE BREWSTER, MA 02631	78-77-782-R	GLOVER J DUNCAN TRUSTEE THE J DUNCAN GLOVER REV TRUST 11 KING PHILIP TRAIL NORFOLK, MA 02056
78-77-783-R	FOTI MARY ELLEN 7 SOUTH STONE MILL DRIVE UNIT 532 DEDHAM, MA 02026	78-77-784-R	MORRISSEY CHRISTOPHER C & MORRISSEY MARSHA G 49 FISKE HILL ROAD STURBRIDGE, MA 01566	78-77-785-R	SEA PINES FAMILY LLC 274 SEA PINES DRIVE BREWSTER, MA 02631
78-77-786-R	DONOHUE REGINA M TRUSTEE REGINA M DONOHUE REVOCABLE TRUST 128 WINTERBERRY WAY NORFOLK, MA 02056	78-77-787-R	HINTZ JOSEPH C & MARY B. TRUSTEES THE HINTZ 2020 LIVING TRUST 13 OVERLOOK LANE BREWSTER, MA 02631	78-77-788-R	BROPHY JOSEPH M & MARY A 11 OVERLOOK LANE BREWSTER, MA 02631
78-77-789-R	PESCATORE HENRY G & JACQUELINE M 13 ROWLEY COUNTRY CLUB ROAD ROWLEY, MA 01969	78-77-790-R	SEA PINES LLC 7 VILLANOVA DRIVE WESTFORD, MA 01886	78-77-791-R	PENNINGTON JAMES W & DEBORAH U 33 STONECLEAVE ROAD BOXFORD, MA 01921

<p>78-77-792-R</p> <p>COHEN PHYLLIS (LIFE ESTATE) & COHEN DAVID J CO-TRUSTEES 19 PINE TREE LANE ALBANY, NY 12208</p>	<p>78-77-793-R</p> <p>CUZZIN CHARLIES INC C/O THOMAS RECHTIENE 1583 W PEARCE BLVD WENTZVILLE, MO 63385</p>	<p>78-77-794-R</p> <p>FORSBERG NANCY E & FORSBERG HARRY JR 6 COUGAR CIRCLE WAYNE, NJ 07470</p>
<p>78-77-795-R</p> <p>ROSS RICHARD G & CAROLYN O 83 CHANBROOK ROAD STRATFORD, CT 06614</p>	<p>78-77-796-R</p> <p>MILLER PAULA L & DAVID W TRUSTEES THE DAVID W MILLER REVOCABLE TRUST 6 OVERLOOK LANE BREWSTER, MA 02631</p>	<p>78-78-0-R</p> <p>SULLIVAN THOMAS M & SULLIVAN CATHERINE A 28 BERLDALE AVENUE BERLIN, CT 06037</p>
<p>78-79-0-R</p> <p>MCCANN WILLIAM O & LINDA A 15 CLAFLIN FARM LANE NORTHBORO, MA 01532</p>	<p>78-80-0-R</p> <p>SCOTT MARY E TRUSTEE THE MARY E SCOTT TRUST 71 BITTERSWEET DRIVE BREWSTER, MA 02631</p>	<p>78-85-0-E</p> <p>ROMAN CATHOLIC BISHOP OUR LADY OF THE CAPE PO BOX 1799 BREWSTER, MA 02631</p>
<p>78-91-0-R</p> <p>SHIPLEY ELIZABETH BOYD & BOYD ELENA KATHRYN 2056 5TH AVENUE, APT 2C NEW YORK, NY 01035</p>	<p>78-92-0-R</p> <p>SHIPLEY ELIZABETH BOYD & BOYD ELENA KATHRYN 2056 5TH AVENUE, APT 2C NEW YORK, NY 01035</p>	<p>78-93-0-R</p> <p>REMY JANE M TRUSTEE MARGARET P DICKEY NOMINEE TRUST 175 A P NEWCOMB ROAD BREWSTER, MA 02631</p>



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112 Oliver Street, Suite 201
Boston, MA 02108

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Roman, Michelle A. Trustee
PO Box 1508
Rochester, MA 02451

UCD Upton Connell & Devlin, LLP
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Newburyport, MA 01950

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78-77-547-R
MISE MICHAEL & JANE W
SOLARINO LANE
BROOKFIELD, MA 02821

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78-77-584-R
COLLEEN SOLONCH & LETITIA
141 BRISTLER ROAD
APT 504
BROOKFIELD, MA 02821

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171 High Street
Newburyport, MA 01950

78-77-758-R
SCOTT ELLIEN COUSE TRUSTEE
SALIN LOUSE BARNETT 104 RT
5321 GARLAND DRIVEWAY
SOUTH BEND, IN 46619



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

Office of:
Select Board
Town Manager

MEMORANDUM

To: Select Board
From: Erika Mawn, Executive Assistant
RE: Transfer of Liquor License- The Kitchen Café Brewster
Date: April 10, 2024

The Town Manager's office received an application for a transfer of Liquor license for the property located at 2671 Main Street, the Kitchen Café. The Select Board approved the Annual Common Vicualler License on April 1, 2024, and the property is now under the new ownership of the Lliguichuzhca Family LLC. The applicant has submitted all the required documents for review and approval by the Local Licensing Authority, the Brewster Select Board.

The new owners are proposing the same hours of liquor sales as the previous owner and the same description of premises. Included in the packet is the 2024 Liquor License for JDT Investments for your review.

The property has a Special Permit from 2021 approved by the Planning Board that runs with the land and allows use of an accessory food trailer for sales and service. The new owners intend to continue to exercise the rights under the permit and no additional application is needed. The new owners have been advised that any changes would require them to contact the Planning Department to apply for an alteration of their Special Permit. Under the Special Permit the food trailer may operate seasonally from 11am to sundown between April and October. There is to be no alcohol sales from the food trailer.

Additionally, the property has a Special Permit from 2022 (case PB2022-10) approved by the Planning Board which granted a use special permit for the limited-service restaurant use in addition to the existing full-service restaurant use; as outlined in the included site plan; and modification to the 2021 decision concerning the seasonal food trailer's hours of operation. Please see the attached Case No. PB2022-10 for conditions that were approved. At this time there has been a Superior Court Appeal, see the attached document for details.

As part of the administrative process, the application has been shared with various department heads for their feedback and comment. The health department has explained that the "open air patio" is not recognized as an outdoor café seating as there is no wait service. There were no other comments or concerns about the request as presented.

Should the Select Board approve the transfer of liquor license the Town Manager's office will send the complete application to the Alcohol Beverages Control Commission for final approval. Once the Liquor License is issued, the license will be valid through December 31, 2024. The manager of record will need to renew this license each year in the month of November through the Town Manager's office.



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

Office of:
Select Board
Town Manager

APPLICATION FOR LIQUOR LICENSE

Application must be submitted in addition to the ABCC application. There is a separate fee for a Town of Brewster Liquor License based on the type. Payment is required to process and is non-refundable once the license is approved. Following submission of a completed application the request will be scheduled for a public hearing during at a Select Board meeting. Please allow 4-6 weeks for processing, submit to Town Manager's office or licenses@brewster-ma.gov.

Type of Liquor License (please choose all that apply):

New License Transfer of License Change of Class Change of Category

Other _____ Seasonal Annual

§12 "Pouring License" (e.g., restaurants, hotels, clubs, taverns, general on-premises)

§15 "Package Store License" (e.g. package stores, convenience stores)

All alcoholic beverages Wine only Malt beverages Only Wine and malt beverages

Section 1: Applicant Information

Applicant's Name: Nube P. Lliguichuzhca
Applicant's Address: [REDACTED]
Telephone # and Email Address: [REDACTED]

Section 2: Business Information

Business Name and d/b/a (if applicable): Lliguichuzhca Family LLC d/b/a The Kitchen Cafe
Business Address: 2671 Main Street, Brewster, MA 02631
Business Mailing Address: same
Proposed Hours of Operation: Monday through Sunday 7:00 am to 10:00 pm
Proposed Hours of Liquor Sales: Monday through Saturday 8:00 am to 10:00 pm Sunday 12:00 pm to 10:00 pm

Description of premises:

There are 1 1/2 floors with the first floor for food preparation, dining and a bar. The 1/2 floor is office space with access only through the kitchen, and no customer access. There is one main dining area, a bar with seating, an enclosed outdoor patio and an open air patio.

Applicant must attach a site plan (map) of the property, detailing where liquor sales will occur.

Section 3: Additional Information:

Will there be any structural changes at the business address? Yes: _____ No:

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

Will there be any entertainment provided at the business? Yes: No: _____

*If yes, an Annual Entertainment or a One-day Entertainment License may be required, please contact the Town Manager office for more information.

Will there be any food service or tobacco sales? Yes: No: _____

*If yes, contact the Health Department to obtain required permits.

If abutter notification is required, the applicant will be provided with the abutter notification letter and address list. The applicant must provide proof that notification was sent using certified mail. Abutter notification must be completed prior to the public hearing. Failure to do so will result in a delay in processing.

Liquor Licensing Conditions:

- Annual Liquor License holder establishments may not close for more than 30 consecutive days without Local Licensing Authority (LLA) approval.
- Applicant has reviewed the Alcoholic Beverages Control Commission Frequently Asked Questions.
- Renewals for Annual licenses will begin in November of each year and in March for Seasonal licenses. The license holder is responsible to submit all required paperwork and payment in a timely manner.
- Once issued the Liquor License shall run with the original applicant. If there is any change in property ownership, management, hours of sales, or type of liquor license, a new application must be submitted.
- Liquor Licenses, when issued, come with the understanding that the LLA (the Select Board) has the authority to call a hearing to review the status of the license upon:
 - Any change of use or nature of use, or
 - Any traffic problems that arise, noise concerns, or
 - Any other unforeseen concerns that are raised that warrant attention, or
 - Any issue, concern, and/or violation raised by Town officials, or
 - Any notification from the ABCC of violations.
- The LLA has full authority to condition, amend or revoke the Liquor License
- Signature on the application attests that the applicant understands and accepts procedural conditions and permits the Town to conduct site visits to the property.
- Application and supporting documents will be distributed to municipal departments including (but not limited to) Health, Building, Fire, Police, Conservation, Natural Resources and Planning for feedback/comments.
- Manager of record must submit to fingerprinting through the Brewster Police Department.
- No license shall be issued ore renewed until the applicant or licensee provides proof of coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,00 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person. The insurance shall be subject to sections 5 and 6 of chapter 175A of the Mass. General Laws.

Fingerprinting Requirement:

In the fall of 2021, the Town of Brewster passed a bylaw requiring civil fingerprinting for the State and National criminal history screening of applicants for the following municipal licenses: Alcoholic Beverages License (Manager), Hawker & Peddler, and Ice Cream Truck Vendor.

Licensing applicants may appear at the Brewster Police Department, located at 631 Harwich Road, contact Lt. Mawn at (508) 896-7011 x2101 or cmawn@brewster-ma.gov to schedule an appointment.

Payment of Fingerprinting Fees:

Fingerprinting fees include Federal, State and Local fees. Before being fingerprinted, all licensing applicants must pay the statutory fingerprinting fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts". In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

The applicant must also pay the municipal fingerprint fee of seventy dollars (\$70.00) by check submitted to the Brewster Police Department.

*The Select Board will not approved any Alcoholic Beverages License, Hawker & Peddler, or Ice Cream Truck vendor applications until the results of the State and National criminal history information has been received. This will take a minimum of 2 weeks.

Applicant Signature: M. M. [Signature] Date: 3/27/24

Internal Use Only:

Application Received: 3/29/2024 Fingerprint Results Received: 3/28/2024 Public Hearing Date: 4/23/2024 Dept. Review: completed
Abutter Notification: 4/05/2024 LLA Decision: _____ ABCC Submission Date: _____ ABCC Decision: _____



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN **STATE** **ZIP CODE**

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

Food establishment with a bar, featuring fine casual dining with dine in or take out service, serving breakfast, lunch and dinner. Also private events such as baby showers, Christmas parties, and business/company parties.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

There are 1 1/2 floors with the first floor for food preparation, dining and a new bar. The 1/2 floor is office space with access only through the kitchen, and no customer access. There is one main dining area, a bar with seating, an enclosed outdoor patio and an open air patio.

Total Sq. Footage	<input type="text" value="2100"/>	Seating Capacity	<input type="text" value="92"/>	Occupancy Number	<input type="text" value="92"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1 1/2"/>

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be a 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

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
7/2016	4/2020	Cashier	Rue 21	Sara Riley
6/2020	12/2023	Waitress	The Island Blue Crab	Blanca Romero
5/2020	Current	Home Health Care Service	Ann's Guardian Angels	Ann Neale

D. 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

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Danielle N. Panzica"/>	<input type="text" value="Manager"/>	<input type="text" value="50%"/>
<input type="text" value="Jayme Valdez"/>	<input type="text" value="Manager"/>	<input type="text" value="50%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

<input type="text" value="Nube P. Lliguichuzhca"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="Manager"/>	<input type="text" value="51%"/>	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No
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<input type="text" value="Mario Alfredo Lliguichuzhca"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="Manager"/>	<input type="text" value="49%"/>	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input checked="" type="radio"/> No	MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No
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APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	1,400,000.00
B. Purchase Price for Business Assets	499,000.00
C. Other* (Please specify)	
D. Total Cost	1,899,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
TD Bank checking account	\$75,107.17
Total	75,107.17

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Funds from TD Bank checking account in the amount of \$150,000.00 has been paid previously as a deposit to the seller. Bank statement attached showing \$75,107.17 remaining in the account for future payments. The rent being paid each month, plus annual deposits of \$25,000.00 on September 30th each year for four years will be paid towards the purchase price of the business assets and the real estate (see Lease Exhibit B) and Purchase and Sale Agreement page 2 section 1.04 (a) and (b).

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

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

Yes No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Signature:
Title:
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title:
Date:

APPLICANT'S STATEMENT

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

of Lliguichuzhca Family LLC
Name of the Entity/Corporation

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

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

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

Signature: *N. Lliguichuzhca*

Date: *3/27/2024*

Title: Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Lliguichuzhca Family LLC
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 3/27/2024
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Nube P. Lliguichuzhca
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 Nube P. Lliguichuzhca
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,

N. Lliguichuzhca
Corporate Officer /LLC Manager Signature

Nube P. Lliguichuzhca
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name

Lliguichuzhca Family LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

NA

Name of Principal

Nube P. Lliguichuzhca

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

Manager

Percentage of Ownership

51%

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Mario A. Lliguichuzhca

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

Manager

Percentage of Ownership

49%

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

[REDACTED]

Residential Address

[REDACTED]

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

[REDACTED]

Percentage of Ownership

[REDACTED]

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

CRIMINAL HISTORY

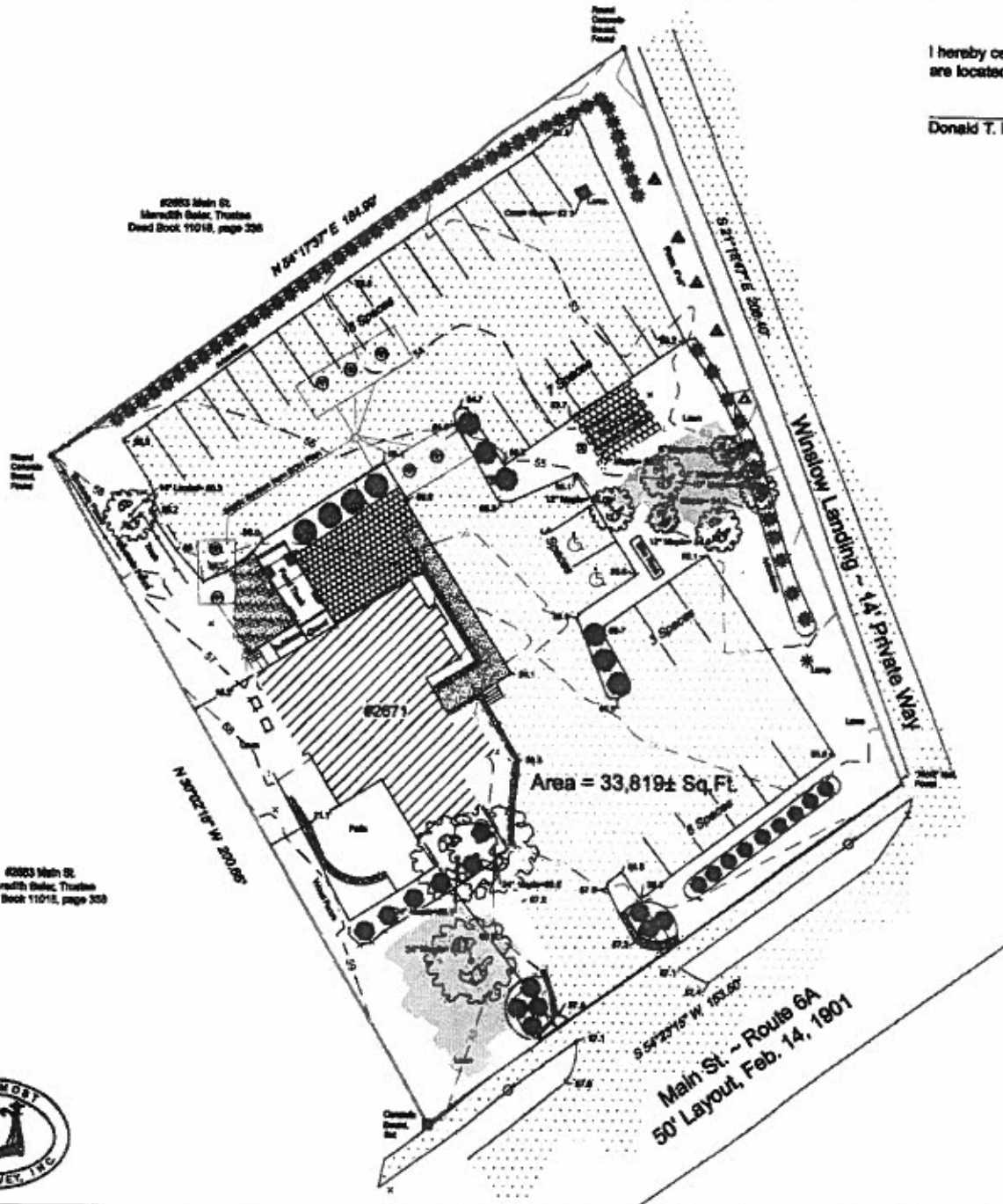
Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

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

Donald T. Poole PLS #32682

Date



Plan Notes:

- 1) The Bearing basis is MA Coordinate System NAD83
- 2) The Vertical datum is NGVD88
- 3) The property shown hereon does NOT lie in a Flood Hazard Zone as shown on FEMA Map 25001C041J, Effective date 07/18/2014
- 4) Zoning District = VB (Village Business)
- 5) Lot Area = 33,819± Sq.Ft. (15,000 Sq.Ft. Minimum)
Building coverage = 2,280/33,819 = 6.74% (30% Maximum)
Green Space = 12,945/33,819 = 38.38%

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

#2671 Main St.
Marshall Baker, Trustee
Deed Book 11013, page 303

#2671 Main St.
Marshall Baker, Trustee
Deed Book 11013, page 303



Account Number:	669892
Customer Name:	Brewster Board Of Selectmen/Legals
Customer Address:	Brewster Board Of Selectmen/Legals 2198 Main ST Town of Brewster Brewster MA 02631-1852
Contact Name:	Andreana Sideris
Contact Phone:	
Contact Email:	
PO Number:	Erika Mawn

Date:	03/27/2024
Order Number:	10010319
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	39.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO CAP Cape Codder	2	04/12/2024 - 04/19/2024	Public Notices
NEO wickedlocal.com	2	04/12/2024 - 04/19/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$20.28
Tax Amount	\$0.00
Service Fee 3.99%	\$0.81
Cash/Check/ACH Discount	-\$0.81
Payment Amount by Cash/Check/ACH	\$20.28
Payment Amount by Credit Card	\$21.09

Order Confirmation Amount	\$20.28
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Ad Preview

2671 Main St

LEGAL NOTICE\

TOWN OF BREWSTER

Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4-17C, the Brewster Select Board will hold a public hearing on Tuesday April 23, 2024, at 6:25pm to review and vote on an application from Lligu-ichuzhca Family LLC, d/b/a The Kitchen Café located at 2671 Main Street, Brewster. The application is for a transfer of an On-premises Restaurant All Alcoholic Beverages Annual Liquor License.

This hearing will be conducted in person at 2198 Main Street, Room A and by remote participation. To participate in this meeting by phone, call 312-626-6799 or 301-715-8592. Webinar ID: 890 9291 0526 Passcode: 509224. To participate by Zoom, please use this link, <https://us02web.zoom.us/j/89092910526?pwd=WHM2V3hrVklhSTloWWhVU09kanUzQT09>, Passcode: 509224

All interested parties are invited to attend.

AD#10010319

Cape Codder 04/12,04/19/2024

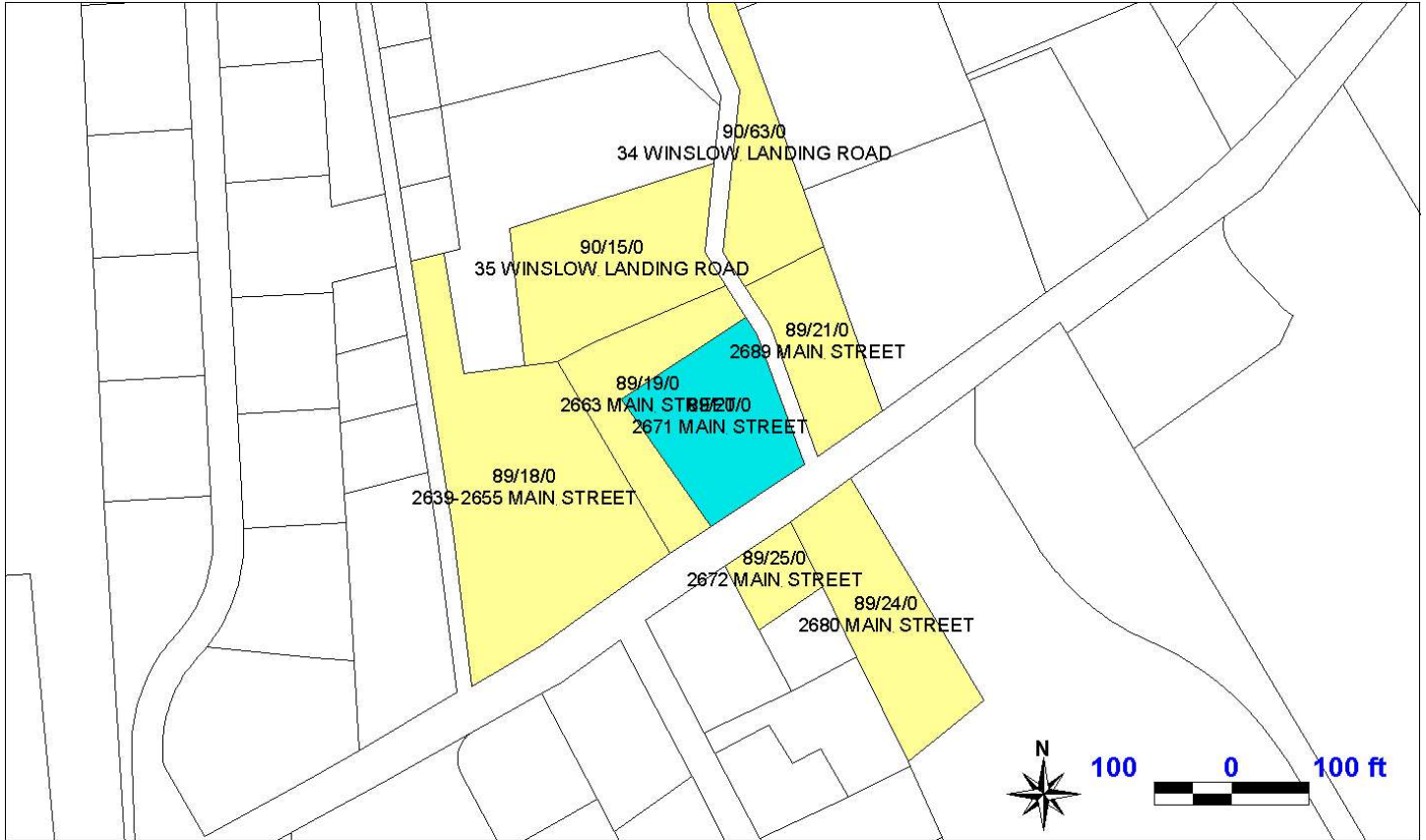


TOWN OF BREWSTER, MA
 BOARD OF ASSESSORS
 2198 Main Street Brewster, MA 02631

Certified by:

James M. Gallagher, MAA
 Deputy Assessor

Custom Abutters List of Parcel 89/20/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1625	89-18-0-R (15-107)	BREWSTER MAIN STREET REALTY LLC	2639-2655 MAIN STREET	P O BOX 524	SOUTH YARMOUTH	MA	02664
1436	89-19-0-R (14-52)	BAIER MERIDITH TRUSTEE CLARMAR TRUST	2663 MAIN STREET	2663 MAIN STREET	BREWSTER	MA	02631
1435	89-20-0-R (14-51)	TKC INVESTMENTS LLC	2671 MAIN STREET	21 WORMWOOD STREET APT. 402	BOSTON	MA	02210
1434	89-21-0-R (14-50)	N & N REAL PROPERTIES LLC	2689 MAIN STREET	34 RUSSET ROAD	BREWSTER	MA	02631
1442	89-24-0-R (14-59)	MOSTYN JOHN A TRUSTEE OLD KING'S HIGHWAY NOM TRUST	2680 MAIN STREET	2907 MAIN STREET	BREWSTER	MA	02631
1438	89-25-0-R (14-55)	LEIGHTON KELLER LLC	2672 MAIN STREET	35 ROUTE 134 UNIT 1	SOUTH DENNIS	MA	02660
1413	90-15-0-R (14-36-1)	BAERGA LOUIS A & ANDREA C	35 WINSLOW LANDING ROAD	P O BOX 687	BREWSTER	MA	02631
1416	90-63-0-R (14-36-5)	ELDRIDGE MATTHEW R & KRISTINA M	34 WINSLOW LANDING ROAD	34 WINSLOW LANDING ROAD	BREWSTER	MA	02631

89-18-0-R

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

89-19-0-R

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

TKC INVESTMENTS LLC
21 WORMWOOD STREET
APT. 402
BOSTON, MA 02210

89-20-0-R

89-21-0-R

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

89-24-0-R

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

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

89-25-0-R

90-15-0-R

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

90-63-0-R

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

To: Abutters of 2671 Main Street- The Kitchen Cafe
Re: Public Hearing for a Liquor License Transfer

Please note that the Lliguichuzhca Family LLC, d/b/a The Kitchen Cafe has filed an application with the Select Board to Transfer an On-Premises, All Alcoholic Beverages Liquor License. Below is the legal advertisement that will run in the April 12th and April 19th, edition of the Wicked Local/The Cape Codder.

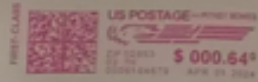
TOWN OF BREWSTER
Liquor License Hearing

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Passcode: 509224

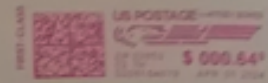
All interested parties are invited to attend.

D'ELIA & CAVANAUGH
ATTORNEYS AT LAW
161 CRANBERRY HIGHWAY
P. O. BOX 707
ORLEANS, MASSACHUSETTS 02653



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

D'ELIA & CAVANAUGH
ATTORNEYS AT LAW
161 CRANBERRY HIGHWAY
P. O. BOX 707
ORLEANS, MASSACHUSETTS 02653



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

D'ELIA & CAVANAUGH
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TKC INVESTMENTS LLC
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APT. 402
BOSTON, MA 02210

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P. O. BOX 707
ORLEANS, MASSACHUSETTS 02653



LOUIS A & ANDREA C BAERGA
P O BOX 587
BREWSTER, MA 02631

D'ELIA & CAVANAUGH
ATTORNEYS AT LAW
161 CRANBERRY HIGHWAY
P. O. BOX 707
ORLEANS, MASSACHUSETTS 02653



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

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

D'ELIA & CAVANAUGH
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161 CRANBERRY HIGHWAY
P. O. BOX 707
ORLEANS, MASSACHUSETTS 02653



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

BREWSTER POLICE DEPARTMENT STRATEGIC PLAN 2025-2029

Town of Brewster Select Board Meeting



BPD – Strategic Plan

Why a Strategic Plan?

- Department has not previously engaged in a Strategic Planning Process.
- The firm commitment by the BPD leadership team to embark on a unifying process that would chart a new course for the department for the next five (5) years and bring the team together in full participation and ownership in their future.

BPD – Strategic Plan Process

- Initial Meeting With Chief Eldredge and the BPD Senior Team to review process and timeline.
- Confidential SWOT Analysis with Department personnel via email.

BPD – Strategic Plan Process

- 1st Department Meeting
 - Strategic Planning Process
 - SWOT Analysis Review
 - Discussion of Mission, Core Values and Vision
- 2nd Department Meeting
 - Finalized new Mission and Vision Statements
 - Finalized Core Values
 - Developed Strategic Goals
 - Identified Objectives for each Strategic Goal

BPD – Strategic Plan Process

- Five (5) Small Working Group Meetings
 - Developed Strategies and Action Plans for each Objective.
- Reviewed Draft Plan with Chief Eldredge and BPD Senior Team
- Plan Report Development
 - Final Plan Content Development
 - Format & Graphic Design

BPD – Strategic Plan Metrics

- Vision - 1
- Strategic Goals - 5
- Objectives - 19
- Strategies - 48
- Action Plans - 157



Strategic Plan

Fiscal Year 2025 through 2029

Honor, Courage, Commitment



Brewster Police Department

Mission

The Brewster Police Department is a professional organization that preserves the peace and protects the community through crime prevention, emergency response and fair effective law enforcement.

As first responders, the Department rapidly assesses and stabilizes a crime or incident scene, deescalates conflict, assists with medical services and ensures the safety of our valued residents, businesses and visitors.

Brewster Police is a resource for public safety education and information, problem resolution, and supports the rights, lives and property of all members of the community.

Vision

A model, progressive and accredited police agency that achieves the high standards and expectations of its connected community through strategic planning, service excellence and effective management of supporting resources.

Builds a leadership culture of communication, retention, professional development and opportunity for a highly trained, experienced and collaborative community policing team.

Leverages investments in facilities, equipment and technological innovation to support reliable delivery of services. Embraces growth and diversity as it evolves to address societal change in its vital community role.

Core Values and Beliefs

We Will Build an Enduring Organization that...

- Takes Pride in Selfless Service.
- Dedicated to Family, Loved Ones and Department Comradery.
- Is Accountable to Ourselves, Our Team and Those We Serve.
- Authentically Exercises Patience, Sensitivity, Empathy and Compassion.
- Consistently Earns the Trust of the Community.
- Builds Integrity as Professionals in All Actions and Circumstances.
- Is Always Prepared.
- Celebrates Achievements and Successes Along the Way.



Honor, Courage, Commitment



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From The Chief

In the fall of 2023, the members of the Brewster Police Department began the task of building a comprehensive five-year strategic plan. I am pleased to share this document, which is the culmination of the development of that plan. During the process all members of the department were encouraged to participate, and as you will see in the following pages, there are many fingerprints on this plan. Working together, the team members of the Brewster Police Department will carry this plan forward to create a department both they and the community can be proud of.

The strategic plan will act as a guiding document for the department for the fiscal years 2025-2029. We will measure success not only by accomplishing the goals and objectives outlined, but also by collecting feedback from various stakeholders in the community to assure that we are providing the level of service that is expected in Brewster.

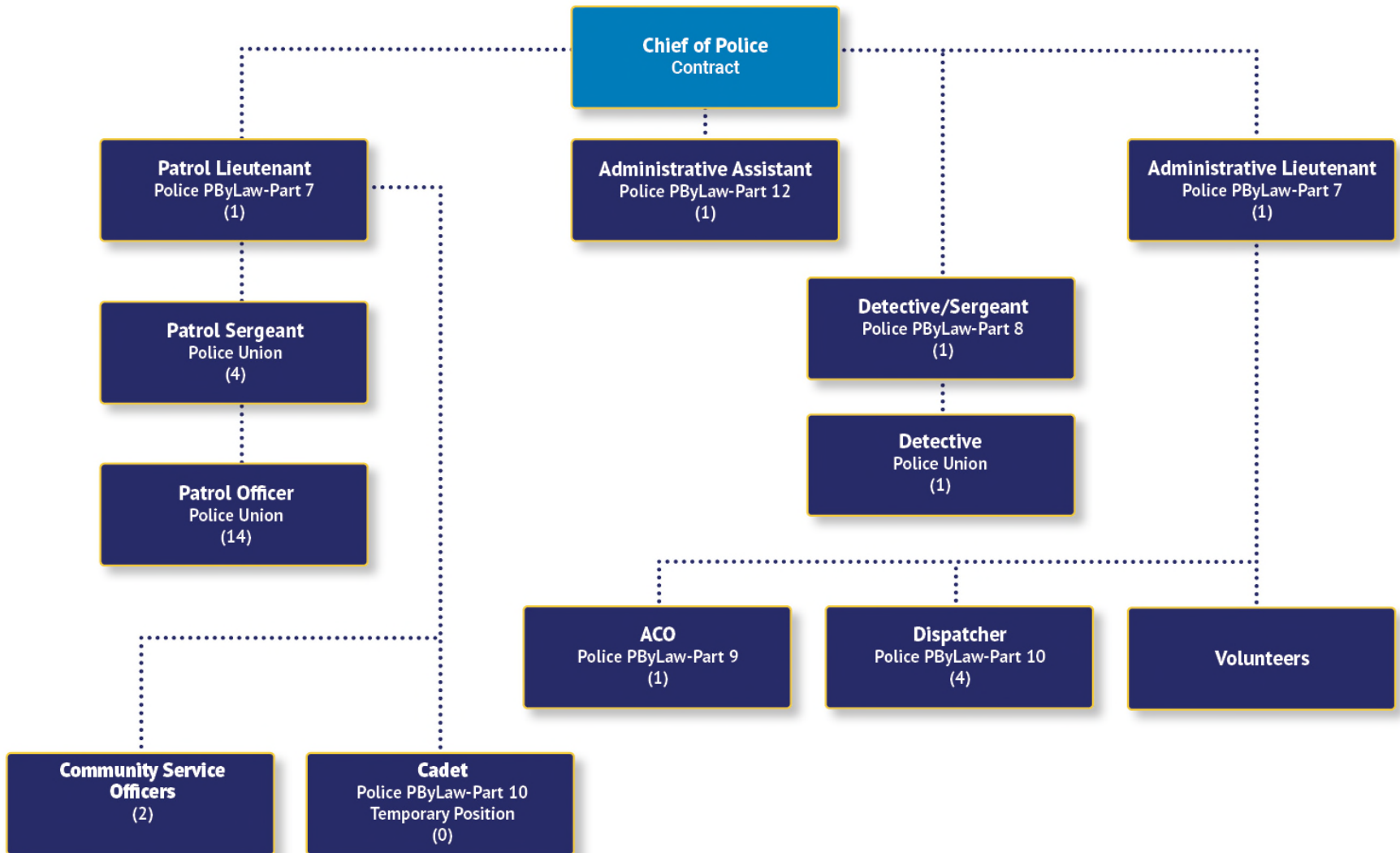
On behalf of all the members of the Department, we are honored to continue to serve the Town of Brewster, assuring it is a safe and welcoming community for all those who live, work, and visit this special place.

Sincerely,

Heath Eldredge
Chief of Police



ORGANIZATIONAL CHART



GOALS & OBJECTIVES

Goal 1

Organizational and Professional Development

Goal 2

Culture and Communication

Goal 3

Operations Excellence

Goal 4

Community Connection

Goal 5

Facilities, Equipment and Technology

Objective 1

Organization and Staffing

Objective 1

Ensure Staff Retention

Objective 1

Strategic Planning

Objective 1

Communications

Objective 1

Police Station Facility

Objective 2

Succession Planning

Objective 2

Improve Internal Meetings

Objective 2

Resource Development/
Budget

Objective 2

Public Education

Objective 2

Equipment and Maintenance

Objective 3

Training

Objective 3

Leadership and Accountability

Objective 3

Department Accreditation

Objective 3

Community Events

Objective 3

Upgrade Information Technology

Objective 4

Career Development and Opportunities

Objective 4

Review and Update Policies and Procedures

Objective 4

Community Outreach

Objective 5

Delivery of Services

Goal

Specific statement of intended future results and general and continuing statements of intended future results.

Objectives

Are broad categories. They are non-measurable, nondated, continuous, and ongoing. Objectives move the agency from motive to action.

Strategy

Specific measurable activity that supports the objective and ultimately contributes to the achievement of the goal.

Target Completion Date

Displays when each strategy is slated to take place, in calendar year format.

Active Fiscal Year/Funding Graph

Depicts when each strategy is expected to be working and how it is funded. Active years are shaded blue; funding sources include general fund, CIP, grant and TBD (to be determined).

Action Plan

A description of what needs to be done, when and by whom to achieve the results called for by one or more objectives.

Purpose

Why the Department is implementing the strategy.

Measures of Success

Benchmarks that have been set by the Strategy Sponsor in order to evaluate if the strategy is successful.

Strategy Sponsor

BPD employee who has been tasked with implementing the defined strategy.

GOAL 1 Organizational and Professional Development

Objective 1 Organizational and Staffing

Strategy 2	Organizational Staffing	Strategy Sponsors Chief Heath J. Eldredge Lieutenant Jonathon P. O'Leary Lieutenant Charles M. Mawn
Target Completion Date	2029	
Active Fiscal Year/Funding	FY 2029	
Action Plan	<ul style="list-style-type: none">Command Staff Planning<ul style="list-style-type: none">Deputy Chief PositionTwo (2) LieutenantsSix (6) Sergeants	

Purpose
With planned expansion of patrol and dispatch, commensurate additions to the BPD command staff are required to provide necessary leadership, guidance and oversight.

Measures of Success

- Deputy Chief position is created and filled.
- Two (2) Lieutenant positions are maintained.
- Sergeant staff is increased to six (6).

BREWSTER POLICE DEPARTMENT
Honor, Courage, Commitment

Strategic Plan
2025 - 2029

GOAL 1 Organizational and Professional Development

Detailed Strategy Descriptions

Objective 1 Organization and Staffing

Strategy 1 Shift Staffing

Strategy 2 Organizational Staffing

Strategy 3 Functional Organization Structure

Objective 2 Succession Planning

Strategy 1 Establish a process for growth to succession

Strategy 2 Leverage Officer in Charge (OIC) role

Objective 3 Training

Strategy 1 Leverage Training Opportunity Platforms

Strategy 2 Mitigate Institutional Vulnerability

Strategy 3 External Training Program

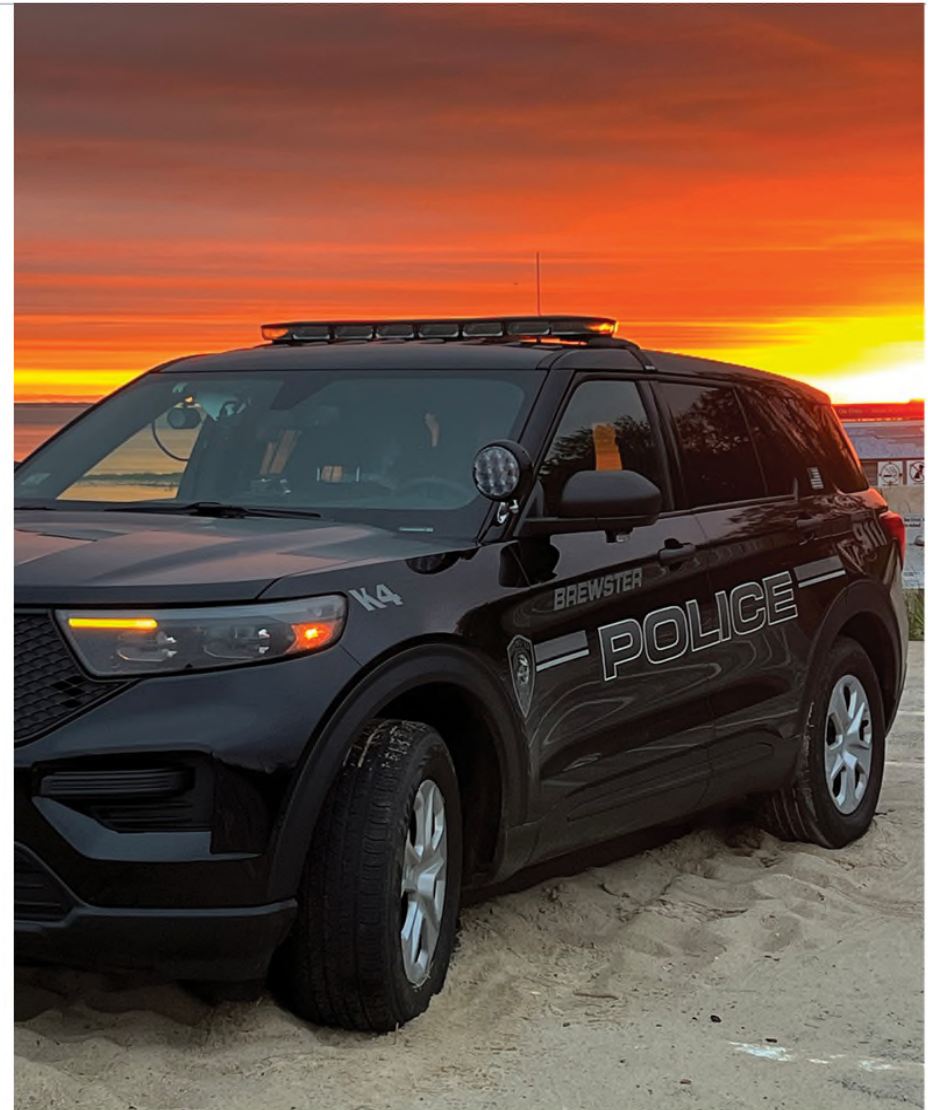
Strategy 4 Internal Training Program

Objective 4 Career Development and Opportunities

Strategy 1 Department Development Opportunities

Strategy 2 Regional Development Opportunities

Strategy 3 Career Development



GOAL 2 Culture and Communication

Detailed Strategy Descriptions

Objective 1 Ensure Staff Retention

Strategy 1 Recognition

Strategy 2 Pay and Benefits

Strategy 3 Onboarding

Objective 2 Improve Internal Meetings

Strategy 1 Meetings

Strategy 2 Newsletter

Objective 3 Leadership and Accountability

Strategy 1 Develop a Coaching Culture

Strategy 2 Team Building

Strategy 3 Performance Review



GOAL 3 Operations Excellence

Detailed Strategy Descriptions

Objective 1 Strategic Planning

Strategy 1 Institute Strategic Planning Process

Objective 2 Resource Development/Budget

Strategy 1 Budget Development

Objective 3 Department Accreditation

Strategy 1 Achieve Industry Accreditation

Strategy 2 Maintain Accreditation Status

Objective 4 Review and Update Policies and Procedures

Strategy 1 Policies and Procedures Management

Strategy 2 Align Culture and Policies

Objective 5 Delivery of Services

Strategy 1 Manage BPD Brand - Position BPD as a Customer/Constituent Service Organization

Strategy 2 Performance Measurements and Feedback



GOAL 4 Community Connection

Detailed Strategy Descriptions

Objective 1 Communications

Strategy 1 Formalize BPD Communications Team

Strategy 2 Enhance External Communications

Objective 2 Public Education

Strategy 1 Conduct Police Academies and Forums

Strategy 2 Conduct Public Education and Training Programs

Objective 3 Community Events

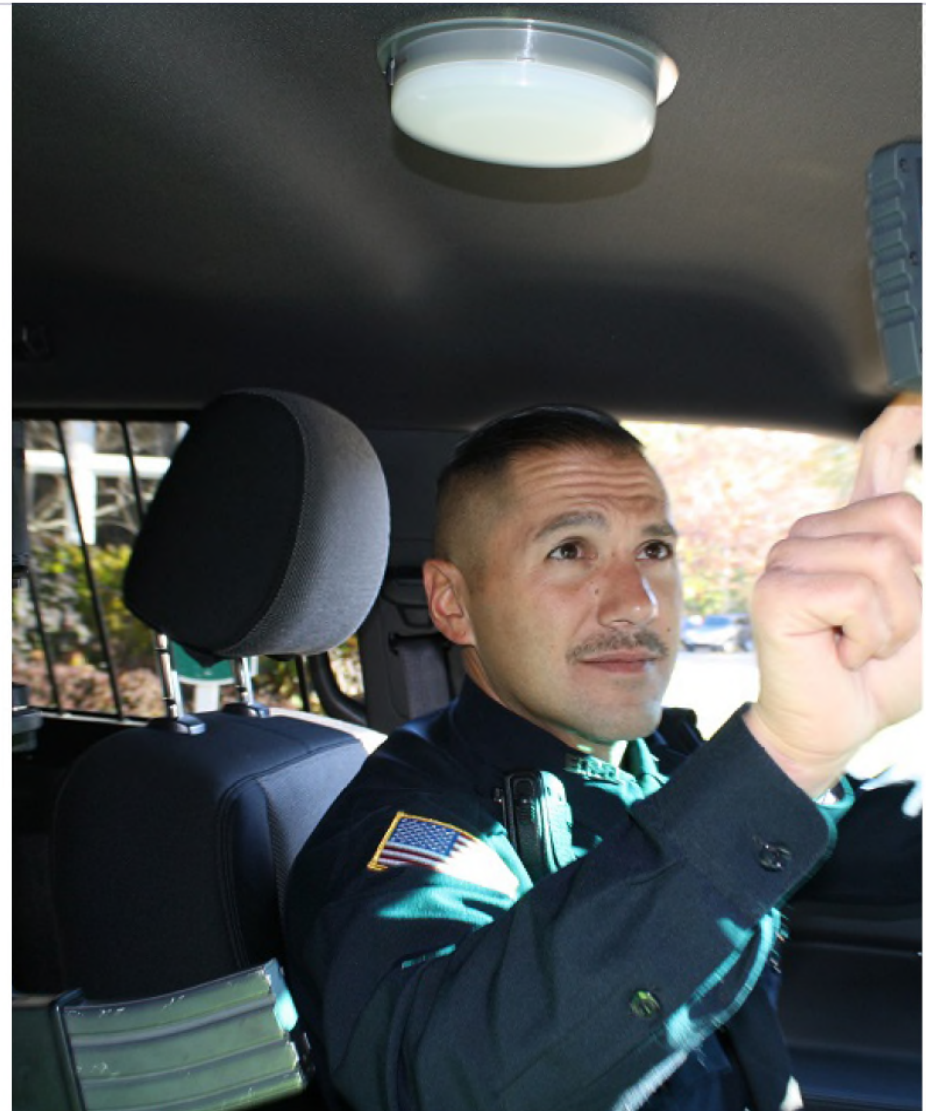
Strategy 1 BPD Community Events Coordination and Participation

Objective 4 Community Outreach

Strategy 1 Leverage BPD Community Services Team

Strategy 2 Community Resource Officers

Strategy 3 Comfort Dog Program



GOAL 5 Facilities, Equipment and Technology

Detailed Strategy Descriptions

Objective 1 Police Station Facility

Strategy 1 Overhaul HVAC System

Strategy 2 Building Space Re-Allocations

Strategy 3 Building Exterior Requirements

Objective 2 Equipment and Maintenance

Strategy 1 Vehicle Fleet

Strategy 2 Equipment Acquisitions/Upgrades

Strategy 3 Building Refreshing, Maintenance and Organization

Objective 3 Upgrade Information Technology

Strategy 1 Modernize Dispatch

Strategy 2 Body Cam System

Strategy 3 Video Wall for Training Room

Strategy 4 Replace Computers

Strategy 5 Replace IMC Data Management System

Strategy 6 Other Technology Upgrades





Brewster Police Department



Brewster Police Department

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Brewster, MA 02631

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brewster-ma.gov/police

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BREWSTER POLICE DEPARTMENT

Honor, Courage, Commitment

Strategic Plan
2025 - 2029



BREWSTER POLICE DEPARTMENT STRATEGIC PLAN 2025-2029



Strategic Plan

Fiscal Year 2025 through 2029



Honor, Courage, Commitment



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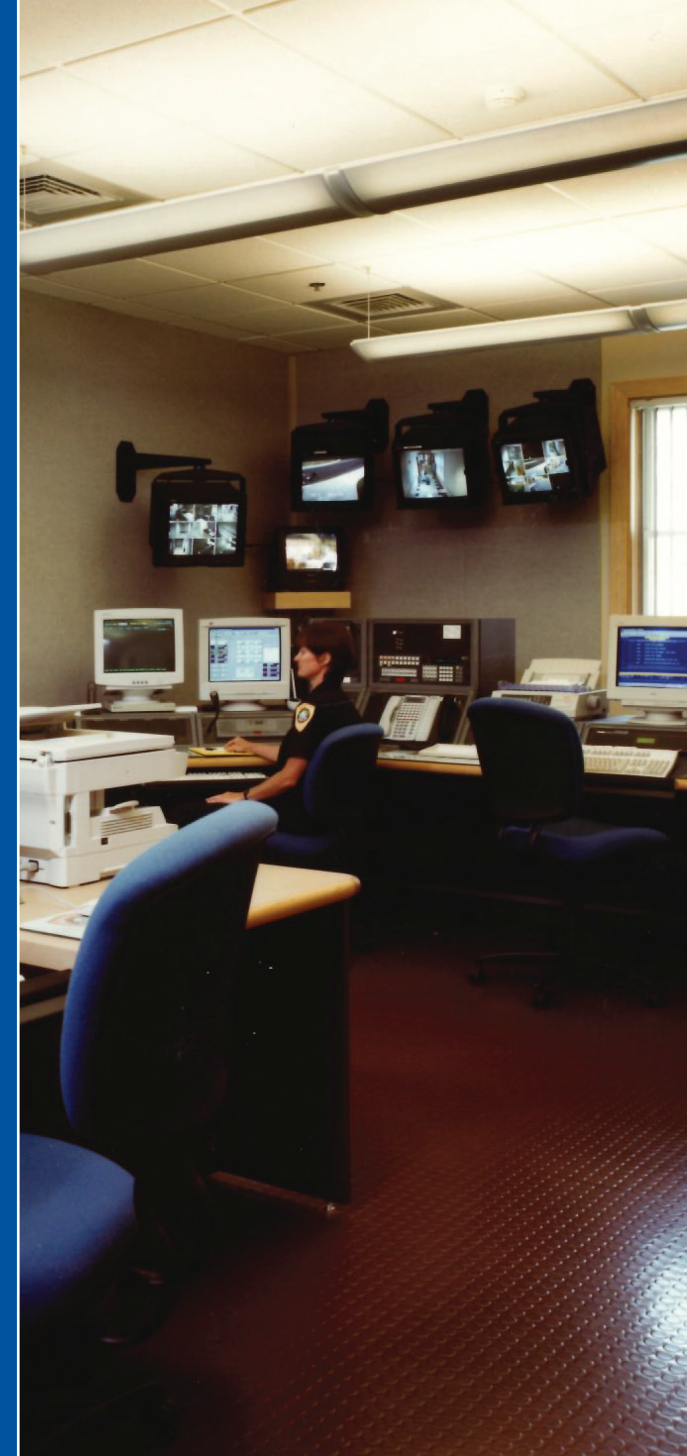


Honor, Courage, Commitment



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On behalf of all the members of the Department, we are honored to continue to serve the Town of Brewster, assuring it is a safe and welcoming community for all those who live, work, and visit this special place.

Sincerely,

Heath Eldredge
Chief of Police



BPD OVERVIEW

The Brewster Police Department proudly serves the Town of Brewster; a picturesque seaside town on Cape Cod Bay about 90 miles from Boston. The town's year-round population of about 10,400 swells during the summer to around 30,000, as residents and visitors enjoy Brewster's renowned natural landscape, recreational and cultural opportunities, restaurants, and shops. The Department is committed to progressive and innovative policing practices, possessing a strong value system that emphasizes serving the community, and protecting the vulnerable from harm. The Brewster Police Department is proud to be certified by the Massachusetts Police Accreditation Commission, reflecting the commitment of the Department to deliver police services with proven and efficient practices of modern policing.

The police department is comprised of 29 full-time employees, with an authorized sworn strength of 23 full-time officers. The Department is divided into two distinct divisions, Patrol and Administration. The Patrol division is led by the Patrol Lieutenant and is responsible for all uniformed functions within the organization. The Administration division is led by the Administrative Lieutenant, who oversees Communications, Animal Control, and Accreditation. The Chief of Police directly oversees both Lieutenants and the Detective division.

Officers assigned to the Patrol Division are the first responders to calls for service, but also use proactive methods to reduce crime, the fear of crime and provide for the welfare of the community. These proactive methods include enforcement of criminal laws, Town Bylaws and traffic codes; identifying and addressing trends that affect the safety of people

in our community; establishing partnerships with various people and organizations to address issues of concern; and maintaining the peace through problem solving and compassionate policing.

Those assigned to the Detective division focus mainly on investigating major crimes committed against persons and property within our town. They also use enforcement techniques to identify and address criminal trends. Detectives cultivate partnerships to address the safety of persons within our community and in the region. Additionally, the Detective division is responsible for the management and security of evidence and found property within the department.

Our dispatchers are the first contact point when an individual requests police services. They direct services to the person needing help by various means such as dispatching an officer, taking a report over the phone, or directing them to another department that provides the services they need. Additionally, dispatchers provide support services by monitoring our holding facilities through close circuit TVs and managing our senior reassurance program.

Our Animal Control Officer (ACO) responds to a variety of animal-related calls throughout the community, to include both wild and domestic animals. The ACO locates and returns missing pets, provides aid to injured or distressed wildlife, and monitors for compliance with state and municipal animal regulations.

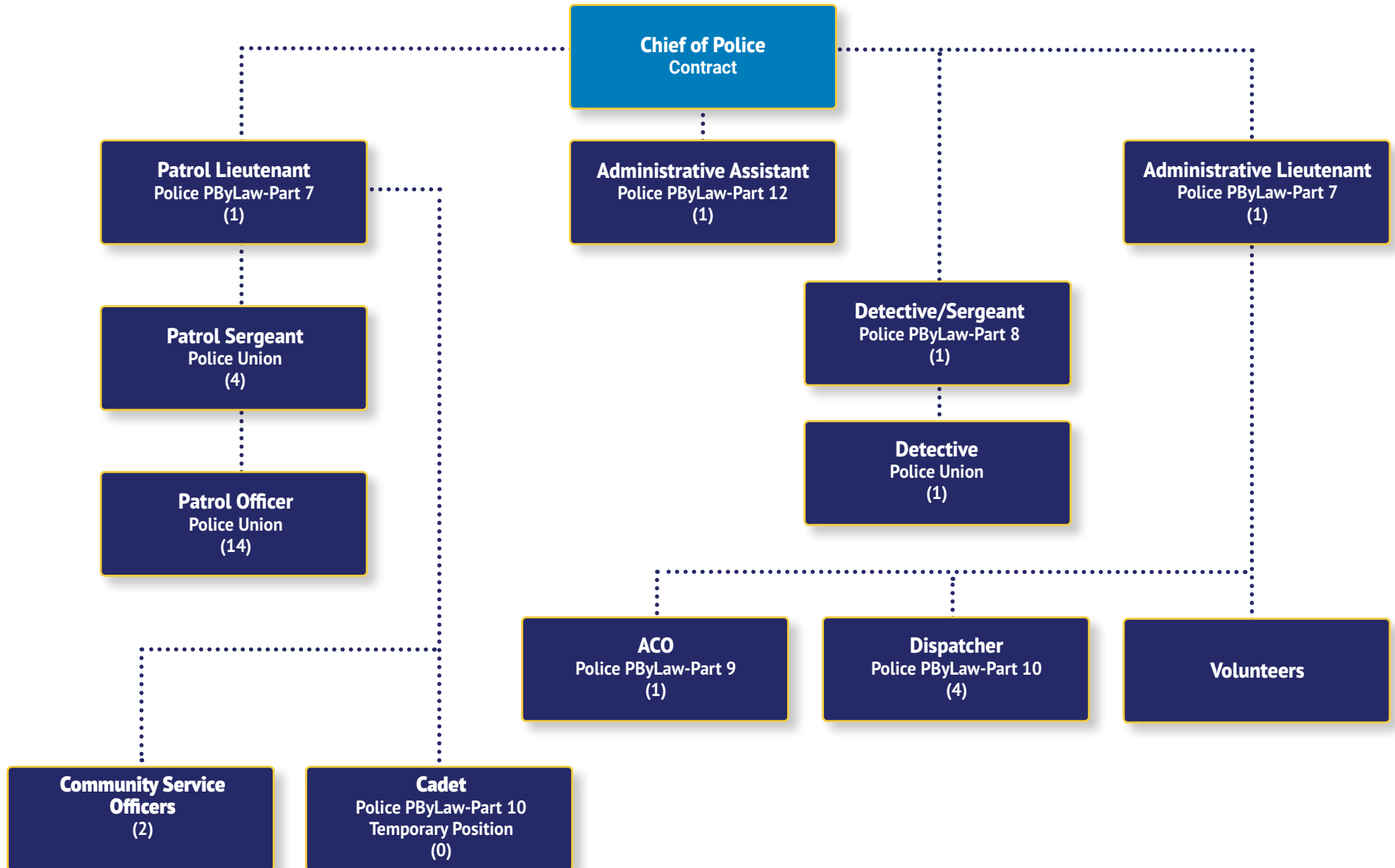
Department Facts

Department Founded.....	1954
Sworn Officers.....	23
Civilian Personnel.....	6
Part-Time Personnel.....	3
FY24 Budget.....	\$3,185,106

Full-Time Personnel

Chief of Police.....	1
Lieutenant.....	2
Detective Sergeant.....	1
Patrol Sergeant.....	4
Detective.....	1
Court/IT Officer.....	1
Patrol Officer.....	14
Animal Control Officer.....	1
Dispatcher.....	4
Administrative Assistant.....	1

ORGANIZATIONAL CHART



STRATEGIC PLANNING PROCESS & IMPLEMENTATION

Strategic Planning

WHAT IS STRATEGIC PLANNING AND WHY IT IS IMPORTANT?

Strategic planning, used by all types of organizations worldwide, is a process that defines the organization's Identity, Mission, Value and most importantly it's Vision and the Plan to arrive at a newly defined future-space. Generally, strategic plans are home grown processes, (developed from within an organization), that articulate direction for the next 3-5 years and exist in the form of a governing "living" document that is regularly reviewed and updated. It is the highest level of thinking within an organization, provides the roadmap for all future actions and is the basis for all other related planning, (e.g. Personnel, Budget, Capital).

STRATEGIC PLANNING PROCESS (CLASSICAL APPROACH)

A "classic" strategic plan has several distinct parts but can be basically viewed as two (2) phases, 1. Visioning, and 2. Planning. Visioning begins with what is commonly referred to as a SWOT Analysis, (Strengths, Weaknesses, Opportunities, Threats), which layout what an organization is defined by today, (S,W), and what the organization may be defined by or encounter in the future, (O,T). The SWOT Analysis becomes the basis for the creation of the Mission and Vision. The Mission, or "Mission Statement", articulates the fundamental purpose of an organization; what it is and does today, and is the platform for the journey to the future. It defines the organization's key market/primary stakeholders,

contribution (how it provides value), its distinction or differentiation and is designed to be a centering and motivational device, convincing and elemental. The Vision, or "Vision Statement", is the core element of the strategic plan and articulates what an organization wants to be; a longer-term view of its future and the space it seeks to occupy in the marketplace, community, etc. It defines what the organization wants to accomplish, the potential inherit in its future and, as with the "Mission", is designed to be a centering and motivational device, convincing and elemental.

The Planning phase of the strategic plan process consists of establishing a set of general but clear Strategic Goals, that when attained through the follow on plan, achieve the Vision. These strategic goals define the destination, changes the current organizational direction and the mindset of the personnel. The plan itself is derived from these goals and then drills down from the general to the very specific. For each established strategic goal, a set of Objectives is created to achieve the goal. This portion of the plan creates a series of concrete steps that establish a road to the destination, is inherently shorter term and translates thought into action. Then, within each objective, a set of Strategies is created designed to achieve the objective. Strategies define the methods or plans used to create outcomes, employment of resources and are specific and measurable. Finally, the execution of each strategy is supported by a Tactical Action Plan, which describes or lists what needs to be done, by whom and when.



STRATEGIC PLANNING PROCESS AND IMPLEMENTATION

BPD Strategic Process

The Brewster Police Department (BPD) strategy planning process was initiated due to two (2) driving forces:

- 1.) The Department had never previously engaged in a Strategic Planning Process.
- 2.) The firm commitment by the BPD leadership team to embark on a unifying process that would chart a new course for the department for the next five (5) years and bring the team together in full participation and ownership in their future.

The Strategic Planning process for the Brewster Police Department began in January 2023. The development team consisted of the entire BPD membership as the internal “working group” and the services of a strategy and management consultant to design and facilitate the strategic planning process. The consultant had previously developed Strategic Plans for the following municipal organizations:

- Orleans, MA Police Department (2014-2019 and 2020-2024)
- Orleans, MA Fire Rescue Department (2021-2025)
- Brewster, MA Fire Rescue Department (2022-2026)
- Holliston, MA Police Department (2023-2027)
- Yarmouth Fire Rescue Department (2024-2028)
- Foxborough, MA Police Department (2025-2029)

The consultant met virtually via Zoom with Chief Eldredge on January 5, 2023 to initially discuss strategic planning for the BPD. The consultant then met with the BPD Senior Team on February 6, 2023 to introduce them to the strategic planning process and to discuss timeframe. Funding for the process was introduced as a warrant article for the 2023 Spring Town Meeting, was voted and adopted.

With the desire to get unvarnished confidential input from department personnel and to strive for full participation and inclusiveness, the full BPD membership was solicited directly by the consultant via email in September 2023 for their confidential SWOT (Strengths, Weaknesses, Opportunities, Threats) input. With 76% department participation, the consultant consolidated the considerable BPD SWOT information for later presentation to the department.

Beginning in October, and lasting through December 2023, two (2) full department working group meetings and five (5) small group meetings were held in-person at the BPD training room. The first “live” group meeting was held on October 19, 2023 and covered training on the strategic planning process, a review of the consolidated SWOT analysis, and then focused on the development of a new Mission statement, Core Values and Beliefs and the creation of a Vision statement.

The second meeting of the department on October 26, 2023 reviewed the newly created Mission and Vision statements, Core Values and Beliefs, then

developed five (5) Strategic Goals as pillars of the new plan and identified Objectives for each Strategic Goal.

With the considerable amount of plan material yet to develop, five (5) “small working groups” were then formed to each tackle a specific Strategic Goal to develop Strategies and Tactical Action Plans for each of the associated Objectives within that Goal. These small working groups were comprised of the consultant, Chief Eldredge and 5-7 additional members of the BPD specifically selected for their focus on a particular Strategic Goal subject. The five (5) “small working group” meetings were held on November 2, 9, 16, 30 and December 7.

The full plan was reviewed by Chief Eldredge, Lt. O’Leary, Lt. Mawn and the consultant on December 14, 2023 to edit the final version of the plan elements which comprised the first strategic plan draft. The results of two (2) full working group meetings and five (5) small working group meetings were loaded into the strategic plan template that serves as the final plan report.

REVIEW, ACCOUNTABILITY & IMPLEMENTATION

BPD leadership is committed to the successful communication and implementation of the Strategic Plan. Each tactical action plan, in support of strategies, objectives and goals will have a dedicated accountability within the BPD to ensure its successful execution. The Strategic Plan will be

STRATEGIC PLANNING PROCESS AND IMPLEMENTATION

reviewed and updated annually prior to the Town's annual budget review cycle.

BUDGET CONSIDERATIONS

All initiatives depicted in this Strategic Plan are either currently represented in the existing Town of Brewster Capital Plan or are budget neutral to the Brewster Police Department operational budget for FY 2025.



ACKNOWLEDGMENTS

Strategy Consultant

Per John Ostman
Ostman Business Strategy, LLC

Administration

Heath J. Eldredge **Police Chief**
Abigail L. Fernandes..... **Administrative Assistant**

Dispatchers

Deidre D. Schofield **Dispatcher**
Leah A. Pelkey **Dispatcher**
Alizah R. Packett **Dispatcher**
Polina N. Plucinski **Dispatcher**
James K. Hughes **Part Time Dispatcher**

Animal Control

Lynda J. Brogden-Burns..... **Animal Control Officer**

Department Members

Jonathon P. O’Leary **Lieutenant**
Charles M. Mawn..... **Lieutenant**
Sergeant Paul H. Judge Jr..... **Detective Sergeant**
Freddie A. O’Neal..... **Sergeant**
Patrick W. Varley..... **Sergeant**
Michael R. Mei..... **Sergeant**

Francesco J. Mirisola **Sergeant**
Shannon C. Parks..... **Officer**
Joseph M. Mashrick..... **Officer**
Matthew B. Marshall..... **Officer**
Alden C. Childs **Officer**
Andrew J. Dionne..... **Officer**
Brandon L. Rice **Officer**
Daniel J. Lanctot **Officer**
Morgan A. Vermette..... **Officer**
Jacob A. Zontini **Detective**
Jessica R. Ahlman **Officer**
Joseph W. Thacher..... **Officer**
Jorel E. Radke..... **Officer**
Tyler M. Dow..... **Officer**
Jordan T. Frisbie..... **Officer**

Special Police Officer

Sidney G. Smith..... **Special Police Officer**

Photography

Shannon Parks

Graphic Designer

Brian Bierig



GOALS & OBJECTIVES



Goal

Specific statement of intended future results and general and continuing statements of intended future results.

Objectives

Are broad categories. They are non-measurable, nondated, continuous, and ongoing. Objectives move the agency from motive to action.

Strategy

Specific measurable activity that supports the objective and ultimately contributes to the achievement of the goal.

Target Completion Date

Displays when each strategy is slated to take place, in calendar year format.

Active Fiscal Year/Funding Graph

Depicts when each strategy is expected to be working and how it is funded. Active years are shaded blue; funding sources include general fund, CIP, grant and TBD (to be determined).

Action Plan

A description of what needs to be done, when and by whom to achieve the results called for by one or more objectives.

Purpose

Why the Department is implementing the strategy.

Measures of Success

Benchmarks that have been set by the Strategy Sponsor in order to evaluate if the strategy is successful.

Strategy Sponsor

BPD employee who has been tasked with implementing the defined strategy.

GOAL 1 Organizational and Professional Development

Objective 1 Organizational and Staffing

Strategy 2	Organizational Staffing
Target Completion Date	2029
Active Fiscal Year/Funding	FY 2029

Action Plan

- Command Staff Planning
 - Deputy Chief Position
 - Two (2) Lieutenants
 - Six (6) Sergeants

Purpose

With planned expansion of patrol and dispatch, commensurate additions to the BPD command staff are required to provide necessary leadership, guidance and oversight.

Measures of Success

- Deputy Chief position is created and filled.
- Two (2) Lieutenant positions are maintained.
- Sergeant staff is increased to six (6).

Strategy Sponsors

Chief
Heath J. Eldredge

Lieutenant
Jonathon P. O'Leary

Lieutenant
Charles M. Mawn

BREWSTER POLICE DEPARTMENT
Honor, Courage, Commitment

Strategic Plan
2025 - 2029

GOAL 1 Organizational and Professional Development

Detailed Strategy Descriptions

Objective 1 Organization and Staffing

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Strategy 2 Organizational Staffing

Strategy 3 Functional Organization Structure

Objective 2 Succession Planning

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Strategy 2 Leverage Officer in Charge (OIC) role

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Strategy 2 Mitigate Institutional Vulnerability

Strategy 3 External Training Program

Strategy 4 Internal Training Program

Objective 4 Career Development and Opportunities

Strategy 1 Department Development Opportunities

Strategy 2 Regional Development Opportunities

Strategy 3 Career Development



GOAL 1 Organizational and Professional Development

Objective 1 Organization and Staffing

Strategy 1	Shift Staffing
Target Completion Date	2027
Active Fiscal Year/Funding	FY 2026

Action Plan

- Achieve 4 Personnel Minimum Shift Staffing
 - 2 Patrol Officers
 - 1 Shift Sergeant
 - 1 Dispatch
- Plan additional staff (Ideally Min. staff +1/reduction in OT)
 - Internal Program Positions/Opportunities
 - Regional Resource Participation
 - Training opportunities

Purpose

Driven by population, increasing levels of responsibility and training, officer and community safety and the increasing complexity of calls, the BPD must fund and institute improved staffing.

Measures of Success

- Minimum shift staffing is achieved.
- Additional staff are added to the Department roster.
- OT is reduced.
- Improved participation in training, specialty positions and regional policing programs.

Strategy Sponsors

Chief

Heath J. Eldredge

GOAL 1 Organizational and Professional Development

Objective 1 Organizational and Staffing

Strategy 2	Organizational Staffing
Target Completion Date	2029
Active Fiscal Year/Funding	FY 2029

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Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Lieutenant

Charles M. Mawn

GOAL 1 Organizational and Professional Development

Objective 1 Organization and Staffing

Strategy 3	Functional Organization Structure
Target Completion Date	2025
Active Fiscal Year/Funding	FY Ongoing

Action Plan

- Create Functional Teams
 - Community Engagement
 - Recognition
 - Other
- Publish new Traditional and Functional Org. Charts

Purpose

Drive down responsibility and decision-making from administration to the general department to improve engagement and buy-in of personnel in day-to-day operations of the department while leveraging and developing talent. Recognizes the difference between the traditional hierarchy of organizational ranking vs. the actual (functional) way tasks are accomplished and the team efforts involved. Seeks to flatten the organization, make interactions more peer to peer, support improved communication and ability to act.

Measures of Success

- Team Structure in place.
- Assignments and Accountabilities defined.
- Administration delegates authority.
- Org chart development.
- Display at locations within the Department.
- Change of cultural tone that depicts a flat and efficient organizational structure.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Charles M. Mawn

Officer

Morgan A. Vermette



GOAL 1 Organizational and Professional Development

Objective 2 Succession Planning

Strategy 1	Establish a process for growth to succession
Target Completion Date	2029
Active Fiscal Year/Funding	FY 2029

Action Plan

- Develop evaluation tool and training opportunities to identify and support high potential candidates:
 - Connect to Performance Review process
- Develop succession candidate pool
 - Patrol to Sergeant
 - Sergeant to Lieutenant
 - Lieutenant to Deputy Chief
 - Chief

Purpose

Identify and develop candidates for succession to positions of higher authority and responsibility within the department.

Measures of Success

- High Potential employees evaluation tool is developed.
- Tool is used in the Performance Review Process.
- Candidate pool for various leadership positions is developed and maintained.

Strategy Sponsors

Lieutenant

Jonathon P. O'Leary

Sergeant

Patrick W. Varley

Officer

Joseph W. Thacher

GOAL 1 Organizational and Professional Development

Objective 2 Succession Planning

Strategy 2 Leverage Officer in Charge (OIC) role

Target Completion Date 2027

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Senior shift patrol officers become candidate pool in preparation to be Sergeant
- Provide opportunity for all OIC to go to Sergeant school
- Ensure additional responsibilities and experience for improved preparation

Purpose

As part of the succession planning initiative, leverage the Officer In Charge role in patrol as training and proving ground for future sergeant candidates.

Measures of Success

- OICs attend Sergeant school.
- OIC role becomes trajectory to Sergeant.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Sergeant

Michael R. Mei

Officer

Morgan A. Vermette



GOAL 1 Organizational and Professional Development

Objective 3 Training

Strategy 1 Leverage Training Opportunity Platforms

Target Completion Date 2024

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Full Department Meetings
- Roll-Call Informal daily 5-10 min learning/communications opportunity
 - Create Roll-Call Training modules
 - Capture lessons learned
- Internal Newsletter
- Internal Video modules
- MPTC Teaching Certification (Train the Trainer)

Purpose

Improve training opportunities and information variety and flow through the department through regular meetings, published updates, video modules and training certifications.

Measures of Success

- Regular standing informational/training meetings are held.
- Newsletter is published on a regular basis.
- Training Video modules are utilized.
- MPTC Teaching certifications are achieved.

Strategy Sponsors

Lieutenant

Jonathon P. O'Leary

Sergeant

Freddie A. O'Neal

Officer

Jordan T. Frisbie

GOAL 1 Organizational and Professional Development

Objective 3 Training

Strategy 2 Mitigate Institutional Vulnerability

Target Completion Date 2026

Active Fiscal Year/Funding FY 2026

Action Plan

- Identify Organizational choke points
- Cross-train for major tasks (IT, etc.)
- Provide responsibility access to larger group

Purpose

Personnel changes are a reality of any organization and pose challenges especially when only one person possesses a particularly vital knowledge, experience or training and leaves the organization. Cross-training of multiple individuals in critical BPD functions addresses this institutional vulnerability and makes the department more resilient to change.

Measures of Success

- BPD department vulnerabilities are identified.
- Cross-training is institutionalized at the BPD.
- There are no critical functions at the BPD that can be only handled by a single individual.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Officer

Shannon C. Parks



GOAL 1 Organizational and Professional Development

Objective 3 Training

Strategy 3 External Training Program

Target Completion Date 2025

Active Fiscal Year/Funding FY 2025

Action Plan

- Budget for total cost and time of classes
- Allow more on-duty training (see staffing)
- Ensure full Department POST Certification and re-certification
- Provide Opportunities for Leadership (LEEDA) Training to identified candidates

Purpose

The training demands on the BPD are increasing due to societal and legislative forces and require ongoing sustainable training budget support.

Measures of Success

- Increased BPD training budget supported by data to achieve training requirements.
- Sufficient training time made available to Department personnel.
- All BPD personnel are qualified to POST Certification standards.
- Leadership training is made available.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Sergeant

Freddie A. O'Neal

Officer

Joseph W. Thacher

GOAL 1 Organizational and Professional Development

Objective 3 Training

Strategy 4 Internal Training Program

Target Completion Date 2025

Active Fiscal Year/Funding FY 2026

Action Plan

- Provide opportunities for Department training
 - FTO
 - OUI Refresher
 - Domestic Violence
 - New case law
 - Debrief after major incidents
 - Other

Purpose

As an integral part of overall training, local Department training opportunities are provided to address law enforcement needs of the community, including review of major incidents.

Measures of Success

- Regular internal training program is formalized.
- Major incidents are debriefed as a training opportunity.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Officer

Morgan A. Vermette

Officer

Jordan T. Frisbie



GOAL 1 Organizational and Professional Development

Objective 4 Career Development and Opportunities

Strategy 1 Department Development Opportunities

Target Completion Date 2028

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Refresh and emphasize current Department Internal Programs
 - Traffic Unit
 - Cruisers
 - Mental Health
 - Animal Control Officer (ACO)
 - Look to make this an officer role
- Provide additional Department Opportunities
 - School Resource Officer (SRO)
 - All-Terrain Vehicle/ Mounted Unit (ATV)
 - Bike Unit
- Community Service Officer (CSO)
- Victim Advocacy-Female Officer
- Cybercrime
- Detective Rotation
- Team Structure Opportunities
- Comfort Dog
- Opportunity Rotations
 - Patrol (one at a time) rotates through admin. and other operational roles

Purpose

Provide experience and exposure to various incidents, task force, specialty and temporary assignments available within the BPD for department officers to strengthen the organization and provide opportunities for career trajectory and advancement..

Measures of Success

- Opportunities for experience and advancement are clearly communicated to the department.
- Patrol is exposed to various assignment rotation opportunities.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Officer

Morgan A. Vermette

Officer

Jordan T. Frisbie

GOAL 1 Organizational and Professional Development

Objective 4 Career Development and Opportunities

Strategy 2 Regional Development Opportunities

Target Completion Date 2024

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Refresh and emphasize current Regional Programs
 - SWAT
 - Accident Reconstruction
 - Search and Rescue
 - Motorcycle
 - Domestic Violence Task Force
 - Health and Wellness
 - Drug Task Force

Purpose

Improve and leverage BPD involvement with regional policing programs to achieve better utilization of resources and provide exposure and experiences for officers to enhance career opportunities.

Measures of Success

- Regular communication of regional participation to the Department.
- Vet, train and provide personnel to the regional programs resource pool.
- Successful utilization of regional resources to augment Department performance.

Strategy Sponsors

Lieutenant

Jonathon P. O'Leary

Sergeant

Patrick W. Varley

Officer

Joseph W. Thacher

GOAL 1 Organizational and Professional Development

Objective 4 Career Development and Opportunities

Strategy 3 Career Development

Target Completion Date 2025

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Create a set of Pathways/Career Trajectories
 - Professional Education and Training
 - Self-development
 - Operational Experience
 - Expectations (staff and supervisor)
- Connect to Performance Review Program

Purpose

Identify and outline progressions and requirements for various career opportunities available to Department personnel. Provide understanding of and support for career advancement opportunities within the department. Create, review and update individual Career Development programs through the Performance Review process.

Measures of Success

- Publish traditional and specialty career pathways guidance document.
- Improved recruitment of candidates.
- Improved retention of Department personnel.
- Improved overall staff advancements.
- Improved operational performance.
- Improved morale.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Officer

Joseph W. Thacher

GOAL 2 Culture and Communication

Detailed Strategy Descriptions

Objective 1 Ensure Staff Retention

Strategy 1 Recognition

Strategy 2 Pay and Benefits

Strategy 3 Onboarding

Objective 2 Improve Internal Meetings

Strategy 1 Meetings

Strategy 2 Newsletter

Objective 3 Leadership and Accountability

Strategy 1 Develop a Coaching Culture

Strategy 2 Team Building

Strategy 3 Performance Review



GOAL 2 Culture and Communication

Objective 1 Ensure Staff Retention

Strategy 1 Recognition

Target Completion Date 2024

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Re-institute Recognition Committee
 - Identify various Service Award Categories
 - Create standards and criteria for recognition
 - Publicize Recognition
 - Hold Recognition Events
- Leadership/Supervision provides informal feedback on performance

Purpose

Resurrect committee with the responsibility to improve and sustain morale of the Department by providing and publicizing recognition of performance, service and other significant contribution.

Measures of Success

- Committee is re-engaged.
- A regular flow of valued recognition awards and commendations.
- Improved Morale.

Strategy Sponsors

Lieutenant

Jonathon P. O'Leary

Detective Sergeant

Sergeant Paul H. Judge Jr.

Officer

Matthew B. Marshall

GOAL 2 Culture and Communication

Objective 1 Ensure Staff Retention

Strategy 2 Pay and Benefits

Target Completion Date 2026

Active Fiscal Year/Funding FY 2027

Action Plan

- Improve education reimbursement timeframe
- Develop and communicate competitive salary/benefits statistical data
- Develop and communicate cost of living/housing statistical data
- Prepare for next contract negotiations

Purpose

An important key to retaining talent in the BPD is to provide a competitive pay and benefits package. To ensure the BPD stays competitive, other market similar communities will be examined annually to analyze their remuneration packages, this information will be made available to the Town and will also be used in preparation for union contract negotiations.

Measures of Success

- Annual pay and benefits review of market competitive communities is performed.
- Competitive analysis is communicated to the Town.
- BPD stays competitive with minimal personnel attrition due to pay and benefits.

Strategy Sponsors

Chief

Heath J. Eldredge

Officer

Matthew B. Marshall

Officer

Jorel E. Radke

GOAL 2 Culture and Communication

Objective 1 Ensure Staff Retention

Strategy 3 Onboarding

Target Completion Date 2024

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Consistent communications with cadets while in the Academy
- Improve consistency of FTO program-Limit # of FTOs
- Assign mentor for first year (New Recruits/New to the Department)

Purpose

Bringing new recruits into the BPD is a process and not an event. Starting while cadets are in the academy, onboarding is a process that introduces cadets to the BPD (and the profession) and continues through field training. Also of importance to new recruits, and those new to the department, is the assignment of a mentor to provide guidance and support through the first year.

Measures of Success

- Academy cadets are regularly contacted by the BPD to keep track of progress and provide mentoring and guidance.
- Field training is conducted for every new recruit.
- A mentor is assigned to every new Department member.
- Staff Retention is improved.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Sergeant

Freddie A. O'Neal

Officer

Matthew B. Marshall

GOAL 2 Culture and Communication

Objective 2 Improve Internal Communications

Strategy 1	Meetings
Target Completion Date	2024
Active Fiscal Year/Funding	FY Ongoing

Action Plan

- Continue with daily shift Rollcall as informal informational handoff
- Conduct Department Meetings in November and in May
 - Budget considerations
 - Tourist season preparations
 - Other Police events, activities, recognition
- Conduct Supervisor Meetings (Chief, Lts and Sgts)
 - Every four months (3/yr)
 - Publish meeting minutes to the Department
 - OIC or senior officer attends public portion of the meeting with rotation of attendance

Purpose

Improve information variety and flow through the department through regular meetings and published updates.

Measures of Success

- Regular standing informational meetings are held, including new full department meetings.
- Supervisor meeting minutes are published to the full Department.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Charles M. Mawn

Sergeant

Patrick W. Varley



GOAL 2 Culture and Communication

Objective 2 Improve Internal Communications

Strategy 2	Newsletter
Target Completion Date	2025
Active Fiscal Year/Funding	FY Ongoing

Action Plan

- Develop internal Department Newsletter
- Publish Quarterly
- Contents
 - Leadership meeting minutes
 - Staff Recognition
 - Significant events

Purpose

Create an internal communications platform for the Department that summarizes significant personnel activity and achievement.

Measures of Success

- Newsletter is published on a regular basis.
- Improved communications and morale.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

GOAL 2 Culture and Communication

Objective 3 Leadership and Accountability

Strategy 1 Develop a Coaching Culture

Target Completion Date 2024

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Peer to Peer Accountability
 - Develop Functional vs. Traditional Organization Structure
 - Team/Committee Focus
 - Positive view of behavior
 - Constructive criticism
 - Explain “why” concerning flexibility and accommodation
- Supervisory Accountability
 - “Open door” availability/approachability
 - Convey Realities of the organization
 - Uniform administration of discipline

Purpose

Instill coaching approach/culture to achieve fairness in the administration of Department discipline through clear definitions of accountability and nurturing of personnel. Drive down responsibility, decision-making and disciplinary action from administration to supervisors to improve engagement and buy-in of personnel in day-to-day operations of the department while leveraging and developing talent.

Measures of Success

- Establish clear definitions of what is formal vs. informal disciplinary action.
- Discipline is delegated to direct supervision.
- Improved morale.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Sergeant

Freddie A. O’Neal

Officer

Matthew B. Marshall



GOAL 2 Culture and Communication

Objective 3 Leadership and Accountability

Strategy 2 Team Building

Target Completion Date 2024

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Focus on the shifts as Teams
 - Meals together
 - Education, training and experiential learning
- Shifts remix every 3-4 months
- Leadership attends start of each new shift rotation
 - Increase communications
 - Clarifies expectations

Purpose

Build and improve Department morale through focus on Team oriented training, communications and activities.

Measures of Success

- Improved morale.
- Improved staff retention.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Sergeant

Michael R. Mei

Officer

Jorel E. Radke

GOAL 2 Culture and Communication

Objective 3 Leadership and Accountability

Strategy 3 Performance Review

Target Completion Date 2025

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Formal Review every June
- Utilize Town documentation system, tweaked for the Department includes
 - Self-evaluation
 - Supervisor input
- Chief reviews Lts., Lts. review Sergeants, Sergeants review patrol officers
- Review includes goal setting, career development, training and follow-up/follow through
- Supervisors document performance information year-round
- Three (3) Quarterly check-ins with supervisor to monitor achievement of goals and performance

Purpose

Feedback, goal setting and career development planning are crucial to the growth and the success of BPD officers. Provides for annual performance evaluation and future career trajectory planning with opportunities during the year for progress check-ins and feedback.

Measures of Success

- Annual performance review for all department personnel that includes feedback, goal setting and career planning.
- Regular check-ins during the year occur between supervisors and subordinates.
- Improved morale and performance.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Lieutenant

Charles M. Mawn

GOAL 3 Operations Excellence

Detailed Strategy Descriptions

Objective 1 Strategic Planning

Strategy 1 Institute Strategic Planning Process

Objective 2 Resource Development/Budget

Strategy 1 Budget Development

Objective 3 Department Accreditation

Strategy 1 Achieve Industry Accreditation

Strategy 2 Maintain Accreditation Status

Objective 4 Review and Update Policies and Procedures

Strategy 1 Policies and Procedures Management

Strategy 2 Align Culture and Policies

Objective 5 Delivery of Services

Strategy 1 Manage BPD Brand - Position BPD as a Customer/Constituent Service Organization

Strategy 2 Performance Measurements and Feedback



Objective 1 Strategic Planning

Strategy 1 Institute Strategic Planning Process

Target Completion Date 2029

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Conduct Strategic Planning every 5 years
 - The Capex Plan
- Annual review/update of plan
 - Staffing
- Establish Scorecard of progress toward achievement of Goals, Objectives and Action Plans
 - Training
 - Community Engagement
 - Accreditation
- Use the Strategic Plan to drive
 - The Operating Budget
- Tie to Performance Review Program and Accountability

Purpose

Provide a holistic vision-driven and participatory process in Department planning and decision making.

Measures of Success

- Produce a 5-year Strategic Plan.
- Annually review the plan for progress and updates.
- Use the plan as a driver of accountability.
- Use the plan to achieve the Goals and Objectives of the Department.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Charles M. Mawn

Administrative Assistant

Abigail L. Fernandes

GOAL 3 Operations Excellence

Objective 2 Resource Development/Budget

Strategy 1 Budget Development

Target Completion Date 2029

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Coordinate and build Department Expense Budget and Capital Plan with annual Strategic Plan Review and Vision
- Command Staff develops the budget with coordinated input from Sergeants, Patrol and Dispatch
- Attract investment through strategically based budgetary process

Purpose

Coordinate development of the annual BPD Departmental budget with review of the Strategic Plan and include appropriate input from the Department. Ensure funding from the Town to support annual budgets, capital projects and strategic plan initiatives.

Measures of Success

- Strategic Plan is reviewed annually for progress and timing of action plans.
- Annual Department budget is developed.
- Annual Town funding supports strategic plan driven Department expense and capital requirements.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Administrative Assistant

Abigail L. Fernandes

Objective 3 Department Accreditation

Strategy 1 Achieve Industry Accreditation

Target Completion Date 2024

Active Fiscal Year/Funding FY 2025

Action Plan

- Continue Accreditation Process and Documentation
- Target June 2024 Evaluation
- Achieve Accreditation

Purpose

A stretch goal and framework for self-evaluation that drives many strategic plan initiatives. This unique recognition would be a major achievement for the BPD and would result in the recognition of a superior functioning Community Policing organization and also enhances the success of future grant funding.

Measures of Success

- Complete Accreditation process.
- Receive Accreditation.
- Improved grant funding.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Objective 3 Department Accreditation

Strategy 2 Maintain Accreditation Status

Target Completion Date 2027

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Identify Accreditation Manager and Team
- Conduct Accreditation reassessment every three (3) years
- Review and keep current on required Policies and Documentation

Purpose

Ensure that achieved accreditation status is maintained through reassessment cycles by focused attention from dedicated manager and team.

Measures of Success

- Team and Leadership identified.
- Implementation of the Strategic Plan.
- Successful reassessments to continue accreditation.

Strategy Sponsors

Lieutenant

Jonathon P. O'Leary

Sergeant

Patrick W. Varley

Objective 4 Review and Update Policies and Procedures

Strategy 1	Policies and Procedures Management
Target Completion Date	2029
Active Fiscal Year/Funding	FY Ongoing

Action Plan

- Identify Team
 - Chief
 - Accreditation Manger
 - Department members involved with policies
 - Other small teams as required to work on projects
- Review Policies and Procedures
 - Annual cycle
 - Three (3) Year cycle
- Leverage Power (DMS) Database
 - Automated Review Time
 - Automated Distribution into Email for Review and Feedback
- Ensure Alignment of Policies and Procedures
 - Accreditation Status
 - State Guardrails
 - Must be Practical and Deployable
 - Engage LEXIPOL for development of Policies and Procedures

Purpose

Conduct a thorough review of the rules, regulations, methods and procedures that guide the performance of the team and update them on a regular basis. Empower the organization for suggestions that can be initiated from any level or position in the department.

Measures of Success

- Identify Policy and Procedures Team.
- Complete review and update of rules, regulations, methods and procedures on a regular basis.
- Create new Policies and Procedures based on department feedback.
- Continued alignment with accreditation process and State guidance.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

GOAL 3 Operations Excellence

Objective 4 Review and Update Policies and Procedures

Strategy 2 Align Culture and Policies

Target Completion Date 2029

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Use Platform and opportunities of Meetings and Training to Review Policies and Procedures
- Discuss and implement “sweet spot” of Policy vs. Flexibility to achieve balance
- Utilize Development of new Policies as opportunities to engage multi-level teams

Purpose

Collaborative effort to balance the development of and adherence to policies and procedures with institutional flexibility to support a coaching culture and tempered consistent discipline.

Measures of Success

- Policies and Procedure are reviewed at various meetings and training opportunities.
- Balance of following polices vs. coaching opportunities is achieved.
- Morale is improved.

Strategy Sponsors

Lieutenant

Jonathon P. O’Leary

Lieutenant

Charles M. Mawn

Sergeant

Patrick W. Varley

Objective 5 Delivery of Services

Strategy 1	Manage BPD Brand - Position BPD as a Customer/Constituent Service Organization
Target Completion Date	2029
Active Fiscal Year/Funding	FY Ongoing

Action Plan

- Deliver of BPD Culture
 - Communicate Internally BPD Philosophy of Service/Meaning of Professional Community Service
 - At Meetings
 - During Training
 - Patrol Field Training (FTO) – Engrain BPD Culture
 - Share Positive Interactions
- Achieve Awareness of Customer/Constituent Touchpoints
 - Patrol-Calls for service
 - Digital Platforms - Social Media, PR, Website, Email
 - Town Government

Purpose

Elevate the Department from basic Law Enforcement agency to engaging Service organization in the Community. Promote the BPD culture/brand internally and through various “customer” touchpoints in personnel contacts and media.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Charles M. Mawn

Sergeant

Freddie A. O’Neal

Sergeant

Patrick W. Varley

Officer

Tyler M. Dow

- Detectives, Crime, Courts
- Traffic
- SRO – School Support
- Regional Teams Support
- Bicycle, Motorcycle, ATV
- Other Town Agencies
- Other BPD Connections
- Positive Attitude in all Interactions/At all Customer Touchpoints
 - Listen
 - Empathize
 - Exude Professionalism
 - Understand
 - Be Approachable
- Follow-up in all interactions
- Achieve WOW (On and Off Duty)

Measures of Success

- Service Culture and attitude is propagated and sustained throughout the organization.
- Department understanding of Community/Customer Touchpoints and also as opportunities to provide positive interactions and display the BPD culture.
- Customers/Constituents/Community enjoy unique PD service experience.

Objective 5 Delivery of Services

Strategy 2 Performance Measurements and Feedback

Target Completion Date 2025

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Develop and deploy community survey
- Track and follow-up on Comments, complaints, other feedback
 - Town Hall Public Comment
 - Service Calls
 - Forms
 - Other
- Develop One-on-One/Small contact events to gage community temperature
 - Coffee-with-a-cop
 - Expand “on foot/Beat” special events
 - Other

Purpose

Survey, track and follow-up on feedback and input from the community to gage and refine performance of the Department.

Measures of Success

- Community input survey completed.
- Track and follow-up on Community feedback.
- Develop and participate in personal Community events.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O’Leary

Officer

Matthew B. Marshall

GOAL 4 Community Connection

Detailed Strategy Descriptions

Objective 1 Communications

Strategy 1 Formalize BPD Communications Team

Strategy 2 Enhance External Communications

Objective 2 Public Education

Strategy 1 Conduct Police Academies and Forums

Strategy 2 Conduct Public Education and Training Programs

Objective 3 Community Events

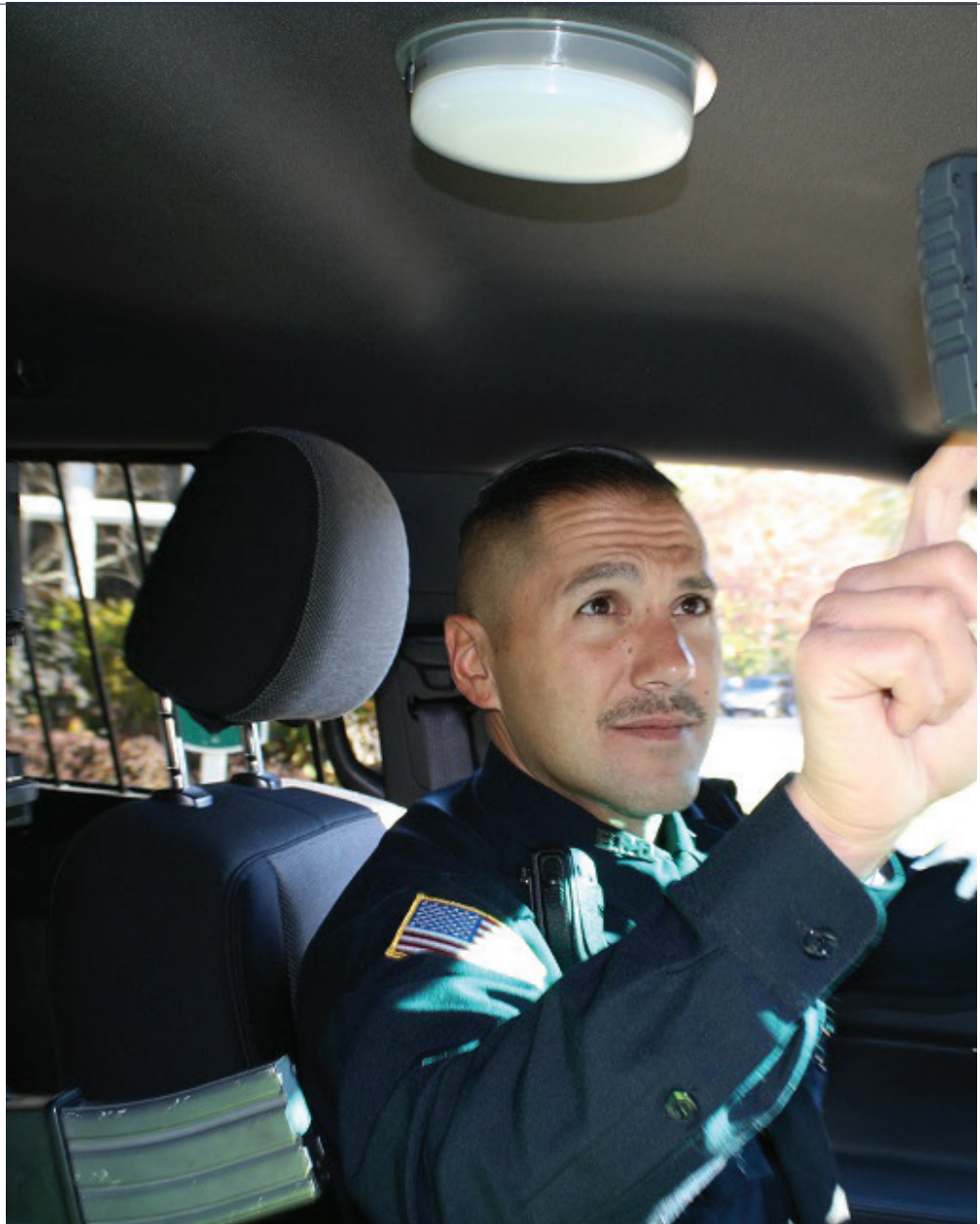
Strategy 1 BPD Community Events Coordination and Participation

Objective 4 Community Outreach

Strategy 1 Leverage BPD Community Services Team

Strategy 2 Community Resource Officers

Strategy 3 Comfort Dog Program



GOAL 4 Community Connection

Objective 1 Communications

Strategy 1	Formalize BPD Communications Team
Target Completion Date	2024
Active Fiscal Year/Funding	FY 2025

Action Plan

- Identify Team of 2-3 officers
- Develop Department charge, guidelines, rules and guardrails
- Provide training to department personnel
 - What content to provide
 - How to provide content

Purpose

Provide a focus for all external communications through a Team that will develop and organize BPD's information flow for the community.

Measures of Success

- BPD Communications Team is formed.
- Rules of engagement are developed.
- Department content training is conducted.
- Information flows regularly and smoothly to the community through enhanced social media, website and other communications platforms.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

GOAL 4 Community Connection

Objective 1 Communications

Strategy 2 Enhance External Communications

Target Completion Date 2024

Active Fiscal Year/Funding FY 2025

Action Plan

- Refresh Social Media Program
 - Facebook, Instagram platforms
 - Regular content updates
- Maintain Website Activity
- Produce Quarterly Newsletter
- Produce Press Releases
 - Noteworthy public interest activity
 - “Great Saves”
 - Other

Purpose

Refresh and maintain marketing and communications platforms to support improved BPD community engagement through focus of social media, website and public relations responsibilities with the Communications Team. Provide regularly updated public relations content to improve community access and utilization of Departmental information and services.

Measures of Success

- Social media content is regularly updated.
- Website content is regularly updated.
- Quarterly newsletter is produced.
- Press releases are produced on a regular basis.
- Improved community outreach and Department visibility.
- Improved Department participation and morale.

Strategy Sponsors

Chief

Heath J. Eldredge

Officer

Shannon C. Parks

Officer

Jessica R. Ahlman



GOAL 4 Community Connection

Objective 2 Public Education

Strategy 1 Conduct Police Academies and Forums

Target Completion Date 2026

Active Fiscal Year/Funding Ongoing 2026

Action Plan

- Conduct Citizens Police Academy
- Conduct Youth Police Academy
- Develop Shortened Version of Formal Academies (Forums)
 - Hold Police Forums 1-2/yr
 - Police Q&A
 - Leading up to Town Meetings
 - Forums Upon Request
 - Boy Scouts
 - Council on Aging
 - Other

Purpose

As part of the overall public education effort, BPD conducts Citizens and Youth Academies, and other shorter forum events to train and inform the community on policing activities and responsibilities.

Measures of Success

- Conduct Police Academies on a regular basis.
- Hold forum and other informational events.
- Community is well informed on policing activities and responsibilities.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Officer

Matthew B. Marshall

Officer

Jordan T. Frisbie

GOAL 4 Community Connection

Objective 2 Public Education

Strategy 2 Conduct Public Education and Training Programs

Target Completion Date 2024

Active Fiscal Year/Funding FY 2025

Action Plan

- Public Education Coordinated by BPD Lieutenant with Ad Hoc teams
- Biking Education
- J-1 Foreign Student Education
- Community Service Officer Program
 - Patrol Parking lots and Bike paths
- Rape Aggression Defense (RAD) Training for Adults and kids
- Criminal Justice Education Focused on Youth
 - High School/Middle School
- Shadow an Officer Program
- Police/Criminal Justice Internships
- Firearms Safety Training
- Instructor Development Training (Train the Trainer)

Purpose

The BPD coordinates, provides and expands educational classes and programs to promote safety, awareness and risk reduction in the community.

Measures of Success

- Provide an effective well publicized and attended community educational program.
- Loss of life, property and injuries are reduced.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Officer

Matthew B. Marshall

Officer

Jessica R. Ahlman



GOAL 4 Community Connection

Objective 3 Community Events

Strategy 1 BPD Community Events Coordination and Participation
Target Completion Date 2025
Active Fiscal Year/Funding FY Ongoing

Action Plan

- Formalize Community Events Participation
 - Move from Ad Hoc to focused responsibility
 - Participate in Community Events
 - Council on Aging
 - Wellness Fair
 - Reassurance Luncheon
 - “Coffee with a Cop”
 - At Assisted Living establishments
 - Multiple other venues
 - Block Party
 - Honor Guard
 - Toy Drives
 - Special Olympics Torch Run
 - Polar Plunge
 - Relay for Life
 - National Police “Night Out”
 - At Police Station or Park
 - “Trunk or Treat”
 - Brewster Baptist Church
 - Events in coordination with the Brewster Fire Department
- Participate in other Events to be developed.

Purpose

BPD improves participation in existing community events, by formalizing the program and incentivizing participation, and investigates additional participation opportunities to promote good will and connection with the community.

Measures of Success

- Focused responsibility for Community Events program.
- Improved participation by BPD personnel in community events.
- BPD develops additional community event opportunities.
- Community Calendar is developed.
- BPD community profile and value is raised.

Strategy Sponsors

Lieutenant Charles M. Mawn	Dispatcher Deidre D. Schofield	Officer Jessica R. Ahlman
Officer Matthew B. Marshall	Lieutenant Jonathon P. O’Leary	

GOAL 4 Community Connection

Objective 4 Community Outreach

Strategy 1 Leverage BPD Community Services Team

Target Completion Date 2025

Active Fiscal Year/Funding FY 2025

Action Plan

- Formalize follow-ups
 - Crisis interventions
 - Critical Incidents
 - Drug OD (Narcan)
 - Mental Health (Gosnold)
 - IMC – Flag a case
 - Share Communications
- Coordinate with Town Community Services
 - Board of Health
 - Fire Department
- Council on Aging
- Elder Services
- Extend BPD Culture to build Community Connection:
 - Community outreach introduced in FTO program for new officers
 - Attitude to people in trouble/vulnerable - a future source of community support, information, etc.

Purpose

In connection with BPD's operational delivery of services, the Community Services Team manages critical interventions and incidents and coordinates resources with Town and other community service organizations while extending BPD's culture throughout the community.

Measures of Success

- Formalized follow-up process for critical incidents, interventions and other crisis events.
- Coordination of Town and other community service resources.
- Propagation of BPD's service culture.

Strategy Sponsors

Sergeant

Freddie A. O'Neal

Officer

Matthew B. Marshall

Officer

Jessica R. Ahlman



GOAL 4 Community Connection

Objective 4 Community Outreach

Strategy 2 Community Resource Officers

Target Completion Date 2029

Active Fiscal Year/Funding FY 2029

Action Plan

- Identify and assign School Resource Officer (SRO) to Elementary School
- Provide victim advocacy resource
 - Department and/or regionalized

Purpose

Building on the Community Services Team, assign a dedicated School Resource Officer (SRO) and Victim Advocacy resource.

Measures of Success

- Institute an Elementary School SRO resource.
- Institute a Victim Advocacy resource.
- Improve BPD's Community service/Delivery of services.

Strategy Sponsors

Lieutenant

Charles M. Mawn

Sergeant

Freddie A. O'Neal

GOAL 4 Community Connection

Objective 4 Community Outreach

Strategy 3 Comfort Dog Program

Target Completion Date 2026

Active Fiscal Year/Funding FY 2027

Action Plan

- Identify Comfort dog for BPD
 - For internal and external availability
 - Differentiate between “Comfort” and “Station” dog
- Assign handler responsibility

Purpose

Augment BPD’s community connection by providing the services of a Comfort Dog as a soothing influence in crisis and critical situations and/or interactions.

Measures of Success

- Add comfort dog to BPD community service resource.
- Assign responsibility.
- Support BPD service culture in the community.

Strategy Sponsors

Lieutenant

Jonathon P. O’Leary

Officer

Matthew B. Marshall

Officer

Jordan T. Frisbie



GOAL 5 Facilities, Equipment and Technology

Detailed Strategy Descriptions

Objective 1 Police Station Facility

Strategy 1 Overhaul HVAC System

Strategy 2 Building Space Re-Allocations

Strategy 3 Building Exterior Requirements

Objective 2 Equipment and Maintenance

Strategy 1 Vehicle Fleet

Strategy 2 Equipment Acquisitions/Upgrades

Strategy 3 Building Refreshing, Maintenance and Organization

Objective 3 Upgrade Information Technology

Strategy 1 Modernize Dispatch

Strategy 2 Body Cam System

Strategy 3 Video Wall for Training Room

Strategy 4 Replace Computers

Strategy 5 Replace IMC Data Management System

Strategy 6 Other Technology Upgrades



GOAL 5 Facilities, Equipment and Technology

Objective 1 Police Station Facility

Strategy 1	Overhaul HVAC System
Target Completion Date	2027
Active Fiscal Year/Funding	FY 2027

Action Plan

- Replace/upgrade HVAC Controls
- Air Balance delivery system
- Replace Basement Dehumidification
- Fix/replace reheating/re-cooling and fan-coils
- Replace A/C in Server rooms
- Replace heat system in Equipment Bay

Purpose

The existing BPD HVAC system is unbalanced and inefficient, wasting energy and providing poor temperature/humidity results. The system needs to be upgraded and modernized with effective system controls.

Measures of Success

- Analysis of current system.
- Upgrade/replacement of HVAC system.
- System meets current industry performance requirements.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

GOAL 5 Facilities, Equipment and Technology

Objective 1 Police Station Facility

Strategy 2 Building Space Re-Allocations

Target Completion Date 2028

Active Fiscal Year/Funding FY 2028

Action Plan

- Review/leverage Building space re-allocations
 - Locker Rooms
 - More space for female officers
 - Refresh male locker room
 - Space for Patrol reports
 - Storage
 - Re-purpose empty bay

Purpose

The BPD has and will continue to grow, both in numbers, and in the ratio of female officers. The layout of the existing Station is insufficient and can be improved to increase efficiency and utilization.

Measures of Success

- Develop design re-layout of the existing Police Station.
- Additional Station space is created through re-purpose of empty storage bay.
- Additional female BPD personnel are properly accommodated.

Strategy Sponsors

Chief

Heath J. Eldredge

Sergeant

Michael R. Mei

Officer

Shannon C. Parks

GOAL 5 Facilities, Equipment and Technology

Objective 1 Police Station Facility

Strategy 3 Building Exterior Requirements

Target Completion Date 2028

Active Fiscal Year/Funding FY 2028

Action Plan

- Fix exterior drainage/Basement leakage
- Reset/re-pitch septic system piping to tank
- Consider new Septic system
- Parking Lot re-design for more space
- New Roof
- Replace Exterior Security doors (Sallyport, Rear Employee Entrance)

Purpose

Exterior elements of the police station facility are in need of repair or replacement, particularly basement leakage issues.

Measures of Success

- Basement leakage issues are eliminated.
- Roof is replaced.
- Parking lot expanded.
- Septic system replacement feasibility.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Sergeant

Michael R. Mei



GOAL 5 Facilities, Equipment and Technology

Objective 2 Equipment and Maintenance

Strategy 1 Vehicle Fleet
Target Completion Date 2026
Active Fiscal Year/Funding FY Ongoing

Action Plan

- Cruiser Fleet is identically outfitted
- Add ATV (All terrain Vehicle)
- Add Pickup Truck
- Begin transition to Hybrid/EV

Purpose

Bring the BPD vehicle fleet into alignment with the needs of the department with all cruisers uniformly outfitted and the addition of utility vehicles. In concert with the Town's energy efficiency and green energy utilization strategies, begin the process of conversion of the police cruiser, support and administrative vehicles fleet to Hybrid/EV with the associated infrastructure.

Measures of Success

- All cruisers are fully outfitted.
- Utility vehicles are added to the fleet.
- Transition plan is developed for conversion to a Hybrid/EV fleet which includes infrastructure.

Strategy Sponsors

Sergeant
Patrick W. Varley

Sergeant
Michael R. Mei

Officer
Shannon C. Parks

GOAL 5 Facilities, Equipment and Technology

Objective 2 Equipment and Maintenance

Strategy 2 Equipment Acquisitions/Upgrades

Target Completion Date 2027

Active Fiscal Year/Funding FY 2027

Action Plan

- Kevlar slip-in plate to supplement body armor
- Night Vision goggles
- Thermal Imaging equipment
- Upgrade tasers

Purpose

Addition of equipment to aid in the protection and effectiveness of the BPD.

Measures of Success

- Equipment is obtained.
- Personnel safety is improved.
- Department effectiveness is improved.

Strategy Sponsors

Lieutenant

Jonathon P. O'Leary

Sergeant

Michael R. Mei



GOAL 5 Facilities, Equipment and Technology

Objective 2 Equipment and Maintenance

Strategy 3 Building Refreshing, Maintenance and Organization

Target Completion Date 2025

Active Fiscal Year/Funding FY 2025

Action Plan

- Dedicated and consistent custodial support
- Facility-wide mildew removal, vent and duct cleaning
- Cleanout and Reorganization of reference material, old files, etc.
- Refresh building interior
- New Furniture
- New Carpeting

Purpose

The BPD police station facility has degraded in interior upkeep and requires major cleaning initiatives and consistent attention going forward. As it has been significant time since the facility was built and outfitted, interior upgrades are also required along with a reorganization of storage and other materials.

Measures of Success

- Custodial resources are provided.
- Facility interior health-related cleaning is completed and continues on a regular basis.
- Building interior components are refreshed/replaced.
- Old files and reference materials are sorted and reorganized.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Officer

Shannon C. Parks

GOAL 5 Facilities, Equipment and Technology

Objective 3 Upgrade Information Technology

Strategy 1 Modernize Dispatch

Target Completion Date 2025

Active Fiscal Year/Funding FY 2025

Action Plan

- Replace entire Dispatch system and consoles

Purpose

The BPD dispatch equipment is old and antiquated technology that requires an entire system replacement.

Measures of Success

- Dispatch system replacement project is costed and approved.
- Dispatch system is totally replaced with modern digital technology.
- Reliable system performance.

Strategy Sponsors

Chief

Heath J. Eldredge

Officer

Shannon C. Parks

Dispatcher

Deidre D. Schofield



GOAL 5 Facilities, Equipment and Technology

Objective 3 Upgrade Information Technology

Strategy 2 Body Cam System

Target Completion Date 2026

Active Fiscal Year/Funding FY 2026

Action Plan

- Transition to Body Cam in combination with Cruiser Cam
- Ensure both systems operate on the same platform
- Replace old cruiser cam equipment
- Ensure upgraded WiFi to handle data uploads

Purpose

Body Cam/Cruiser Cam programs are becoming more widely used by US law enforcement agencies to protect individuals, as well as police officers. In addition to an upgraded Cruiser Cam program, BPD will transition to additional utilization of Body Cam where both systems are on the same platform.

Measures of Success

- Secure deployment of Body Cam and upgrade of Cruiser Cam program funding.
- Full department rollout of the program on common platform.
- Upgrade WiFi.

Strategy Sponsors

Chief

Heath J. Eldredge

Sergeant

Freddie A. O'Neal

Officer

Shannon C. Parks

GOAL 5 Facilities, Equipment and Technology

Objective 3 Upgrade Information Technology

Strategy 3 Video Wall for Training Room

Target Completion Date 2026

Active Fiscal Year/Funding FY 2026

Action Plan

- Install Video Wall in Training Room
- Provide Bluetooth and other information connection and access

Purpose

Necessary upgrade and enhancement of training and meeting room utilization and capabilities.

Measures of Success

- Video Wall installed.
- Connectivity established.
- Enhanced training, informational meetings and presentations.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Officer

Shannon C. Parks



GOAL 5 Facilities, Equipment and Technology

Objective 3 Upgrade Information Technology

Strategy 4 Replace Computers

Target Completion Date 2028

Active Fiscal Year/Funding FY Ongoing

Action Plan

- Replace Cruiser Laptops and upgrade mounts
- Replace Office Desktops
- Ensure all platforms are running on the latest op systems and software

Purpose

Department IT equipment and software needs to be replaced with current technology to keep up with data and processing demands as well as cybersecurity protection.

Measures of Success

- All Department computers are replaced.
- IT issued are reduced
 - Systems run effectively and are supported.
 - More robust cybersecurity.

Strategy Sponsors

Chief

Heath J. Eldredge

Officer

Shannon C. Parks

GOAL 5 Facilities, Equipment and Technology

Objective 3 Upgrade Information Technology

Strategy 5 Replace IMC Data Management System

Target Completion Date 2028

Active Fiscal Year/Funding FY 2029

Action Plan

- Review options for new data management system
 - New Version of IMC
 - Other equivalent and State approved system

Purpose

Review viability of IMC internal records system upgrade or replacement opportunities as current system is outdated.

Measures of Success

- Determination is made to either upgrade or replace IMC system.

Strategy Sponsors

Chief

Heath J. Eldredge

Lieutenant

Jonathon P. O'Leary

Officer

Shannon C. Parks

GOAL 5 Facilities, Equipment and Technology

Objective 3 Upgrade Information Technology

Strategy 6 Other Technology Upgrades

Target Completion Date 2026

Active Fiscal Year/Funding FY 2026

Action Plan

- Upgrade Facility-wide WiFi.
- Full conversion to Flash/thumb drives and discontinue DVD
- New Booking Camera with integration to new Data Management System
- New upgraded data wiring and ports throughout facility.
- Upgrade to full HD/Expand Security Camera system

Purpose

Complete and compliment the upgrade of the police station's full IT functionality with required support hardware.

Measures of Success

- IT Hardware upgraded to current digital technology requirements.
- Data and security systems fully supported.

Strategy Sponsors

Chief

Heath J. Eldredge

Officer

Shannon C. Parks



Brewster Police Department



Brewster Police Department

631 Harwich Road
Brewster, MA 02631

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brewster-ma.gov/police

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BREWSTER POLICE DEPARTMENT

Honor, Courage, Commitment

Strategic Plan
2025 - 2029



Town of Brewster



ANNUAL TOWN MEETING

WARRANT

for

May 11, 2024

at

1:00 PM

**STONY BROOK ELEMENTARY SCHOOL
384 UNDERPASS ROAD**

Please bring this copy of the warrant to Town Meeting
Large print copies of the warrant are available at the Brewster Town Offices



**TOWN OF BREWSTER
ANNUAL TOWN MEETING WARRANT
May 11, 2024**

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Anecdotes from the Archives

Spiritual Connections; The Missionaries of La Salette in East Brewster 1944-1978

Fieldstone Hall

Two of the most recognizable buildings in East Brewster, Fieldstone Hall and its Carriage House, were built on the north side of 6A as a summer retreat for the Nickerson family. Now owned by the Ocean Edge Resort, the 41-acre property was originally owned by Samuel Nickerson and Mathilda Crosby Nickerson of Brewster and Chatham. An 1880 map shows the property as one of only a few owned independently by one family stretching from Route 6A to Cape Cod Bay. Early photos show the hall as a wooden structure with four chimneys and a wide veranda built on a fieldstone and mortar foundation. In 1906, a fire destroyed the building and it was rebuilt in 1907 on the original foundation but constructed of limestone and other fire-resistant materials. The name "Fieldstone Hall" remains etched into the concrete and fieldstone posts at the entrance to the property.

The property stayed within the family until the 1940s when Ann Nickerson Sears, then age seventeen, inherited it. Changes in tradition and social structure, plus the national economic challenges in the early 20th century, caused her to sell the main buildings and surrounding property.

The Missionaries of La Salette

According to a local legend, fueled by an account published in the Cape Cod Times, a group of local fishermen visited Fieldstone Hall to look at the property. The men, however, were really priests from the La Salette religious order in Attleboro, Massachusetts who were afraid that if the owner knew that they were priests it might drive up the price. Their true identities revealed, and in cooperation with the Nickerson family and the Diocese of Fall River, the Missionaries of La Salette, a Catholic community of priests and brothers, purchased the main Nickerson estate in 1944 for \$25,000.

The story of Our Lady of La Salette traces its beginnings to September 19, 1846, when the Virgin Mary appeared to two shepherd children at La Salette, a small hamlet in the French Alps. Through the children she gave her message of "Reconciliation." In 1852, the Missionaries of Our Lady of La Salette was founded to take this message to the world through service to others.

In 1892, two La Salette missionaries arrived to explore possible settlement in the United States and Canada, ultimately settling in Hartford, Connecticut and then continuing with other communities in New England and across the country. With the purchase of the Nickerson property, the Missionaries of La Salette established a seminary and retreat house in East Brewster.

East Brewster

In 1945, the first students began studies to prepare for religious life. Soon the seminary expanded and not only taught philosophy and theology but also Greek, French, American

History and English literature. The East Brewster seminary, as it was known, became especially popular with both students and teachers in the 1950s and 1960s.

Fieldstone Hall, sometimes referred to as The Mansion, and the Carriage House, housed chapels, dormitories and classrooms. Daily life included prayer, studies, recreation and maintenance of the property. Students would often be seen playing football on the lawn, walking in town and swimming in the bay. The property also included a half-court basketball area.

The Missionaries of La Salette maintained a farm which included farm animals, chickens, ducks and vegetable gardens. Pigs were kept until the 1960s, fed with bread from the local A&P Grocery and leftovers from the priests and students. During the day, cows were moved across 6A to graze in a meadow and then moved back at night. Numerous grape vines grew down the hill to the beach. The pond, northeast of the mansion, was stocked with herring and trout as a primary source of food. In 1951, the La Salette farm qualified in the Massachusetts Green Pastures Program, receiving a seal of achievement.

Priests and students were active in the life of Brewster. Events included visits to local nursing homes as well as concerts and plays to which the town was invited. The La Salette priests served in the Immaculate Conception Chapel on Route 6A. Soon this chapel was not suitable for the growing number of parishioners; in 1961, Our Lady of the Cape was built on Stony Brook Road.

Pastoral care continues to be entrusted to the priests of the Missionaries of La Salette, with the Immaculate Conception Chapel celebrating masses seasonally to the summer population of Brewster. Today, this parish serves over 3,200 registered Catholic families in Brewster, Dennis and Harwich.

The East Brewster Seminary closed in 1973 but the property continued as a retreat center for another few years. In 1980, Ocean Edge Resort bought the property and continues to embrace the history of both the Nickerson family and the Missionaries of La Salette. It is interesting to note that the Nickerson family crest of a dove with an olive branch symbolizing peace, grace and mercy and the La Salette Mission of Reconciliation seem to be at home with each other.

Patricia Hess and Renée Dee are members of the Brewster Historical Commission. Renée is the author of The Nickerson Family of Brewster and Chicago which is in the reference section of the Brewster Ladies Library. She is currently researching the Missionaries of La Salette in Brewster.

INFORMATION FOR MAY 11, 2024
ANNUAL TOWN MEETING

Services Available to the Public During Town Meeting

TRANSPORTATION:

The Council on Aging offers rides to and/or from Town Meeting. For information or to schedule a ride to and/or from Town Meeting please call the Council on Aging at 508-896-2737 by noon on Wednesday, May 8th.

CHILD CARE SERVICES:

Nauset Youth Alliance provides free childcare services for children ages 5 – 14 in the Stony Brook School Art Room during Town Meeting. If you would like to take advantage of this service, please call or email the NYA before 4pm on Wednesday, May 8th; 508-896-7900 or drost@nausetyouthalliance.org

FOOD & BEVERAGES:

Nauset Youth Alliance provides food and beverages for purchase during Town Meeting. Items include sandwiches, chips, desserts, water, coffee, tea, and juice. These refreshments are generously provided by Ocean Edge Resort.

TOWN MODERATOR INFORMATION FOR BREWSTER VOTERS

Brewster Voters:

To prepare residents in advance, we are providing information here that will be helpful to everyone who plans to attend. In the interest of expediting introductory remarks, we appreciate your attention to the following procedures for the May 2024 Annual Town Meeting:

1. **Attendance:** Please do not attend Town Meeting if you have recently tested positive for COVID, have any COVID symptoms, or have recently been in contact with a person diagnosed with COVID.
2. **Check-in:** Will start at 12:00 pm in the hallway above the library. If you have a mobility issue, please move to the beginning of the check-in line.
3. **Town Warrants:** Copies of the Town Warrant will be available; voters are invited to bring their own copy.
4. **Town Officials Participating in Town Meeting**
 - Select Board: Chair Ned Chatelain, Mary Chaffee, Kari Hoffmann, Cynthia Bingham, and David Whitney
 - Town Manager: Peter Lombardi
 - Assistant Town Manager: Donna Kalinick
 - Town Clerk: Colette Williams
 - Finance Committee: Chair Pete Dahl, Frank Bridges, William Meehan, Robert Young, Alex Hopper, Robert Tobias, Andrew Evans, William Henchy, and Patrick Buckley
 - Finance Director: Mimi Bernardo
 - Town Counsel: Jonathan Murray of KP Law
 - Constable: Roland Bassett, Jr.
5. **Meeting Rules of Order**
 - Brewster uses “Town Meeting Time: A Handbook of Parliamentary Law” as well as local practice and tradition.
 - Please be respectful and courteous to others. All questions or comments should be directed only to the Moderator.
6. **Time Clock:** Under our bylaw, presenters may speak for up to 5 minutes, and residents may speak for or against an article for up to 3 minutes.
7. **Voting**
 - All voting will be done by a show of hands using voter tickets. The Moderator will evaluate the show of hands and announce the result.

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

8. **Microphones**

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

9. **Motions**

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

10. **Services**

- If you need handicapped parking, special seating, or any other type of assistance, please contact the Town Manager’s office (508-896-3701 ext. 1100) before Town Meeting. Handicapped parking will be available in the front of the school in the bus drop-off area.
- Space will be available for voters using wheelchairs. Those with impaired mobility can access the check-in line via the main entrance at the front of the building.
- Nauset Youth Alliance provides free childcare services for children ages 5 – 14 in the Stony Brook School Art Room during Town Meeting. If you would like to take advantage of this service, please call or email the NYA before 4pm on Wednesday, May 8th; 508-896-7900 or drost@nausetyouthalliance.org
- Nauset Youth Alliance also provides food and beverages for purchase during Town Meeting.
The Council on Aging offers rides to and/or from Town Meeting. For information or to schedule a ride to and/or from Town Meeting please call the Council on Aging at 508-896-2737 by noon on Wednesday, May 8th.

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

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

Charles Sumner, Town Moderator

REPORT OF THE FINANCE COMMITTEE

Town Meeting 2024

Dear Town Meeting Members:

The Town of Brewster's Finance Committee consists of up to nine members appointed by the elected Town Moderator. Our primary role is to advise Town Meeting voters on all the articles contained in the Town Meeting Warrant and inform your debate and deliberations with our reviews and recommendations. This committee takes that role seriously. Since the Annual Town Meeting on May 1, 2023, the Finance Committee met over 20 times. The Finance Committee has reviewed, analyzed, and voted on every article that appears before this Town Meeting.

Town Operating Budget

Our votes recommending your approval of the Town Operating Budget for FY2025 as well as those in support of Golf Department, Water Department, & Capital and Special Projects Expenditures are the result of our having the opportunity to meet jointly with the Select Board to hear budget presentations by, and ask questions of, Town Department Heads. You may watch the video recordings of these meetings and we think you will agree with our recommendations.

Our award-winning Town Administration and Finance Department (GFOA Budget Award 2024) presents the current town budget in the context of a 5-year plan. Long-term planning is critical to the Town's financial stability as it helps us understand if the current budget is sustainable; and indicates the direction the town is taking regarding critical services and projects.

The operating budget requested for FY 2025 is \$26,523,727 and represents a 5.3% increase over the prior period. In this inflationary period, the Finance Committee considered this budget reasonable and recommended Town Meeting support it by a vote of 8-0-0.

The Finance Committee voted to recommend approval of the Water Department Budget of \$2,986,144 and the Golf Department budget of \$4,606,233 each by a vote of 8-0-0. Both departments are enterprise funds and are self-sustaining.

Capital Requests

For FY2025, the Town is requesting \$1,436,212 for various capital expenditures (Article 12). The Finance Committee supports this investment in our infrastructure. It is important to continually upgrade the assets of our Town for both safety and efficiency. The use of Free Cash for much of this expenditure represents a prudent approach to Capital Spending. The Finance Committee voted unanimously in support of these projects.

School Operating Budgets

School budgets represent a significant share of the spending you will vote on at Town Meeting.

Brewster is one of twelve towns in the Cape Cod Regional Technical High School District; Brewster's assessment is based on enrollment and appears in Annual Town Meeting Warrant Article 3. The budget for Cape Tech budget is \$17,484,000 and once again, the school administration has been able to hold the overall increase to a reasonable 4.38%. The increase in Brewster's Assessment is negligible at \$3,109 due to a favorable shift in enrollment and continued debt service reduction. The Finance Committee applauds the work of the administration and staff of Cape Cod Technical High School and voted 7-0-0 to support their budget.

The funding request for Brewster Elementary Schools – the Stony Brook School (grades PreK-2) and the Eddy School (grades 3-5) – appears in warrant Articles 4 & 5. Brewster Elementary Schools are administered as part of the Nauset Public School under a shared superintendent agreement but Town Meeting votes on their budget separately. The Brewster School Committee is requesting \$12,447,164 to operate the schools during FY2025. The Select Board has decided that a 4.5 % increase can be supported within the levy limit and an operating override of \$758,091 is required to fully fund the budget request. The School Department points to significant increases in special education costs as a primary driver of the increase requested. The Finance Committee voted 7-1-0 to support the budget, and 5-3-0 to support the override.

The Finance Committee voiced concern over the significant funding request and the frequent need to ask the voters for overrides. The Finance Committee was united in their request that the Brewster School Committee provide at least a 3-year forecast so that an override request can be seen in the context of a three-year plan.

Finally, Brewster is one of four towns in the Nauset Regional School District that includes a Regional Middle School and a Regional High School. Brewster's assessment, based on enrollment, appears in warrant Article 6. Note that you elect representatives to school committees overseeing each of these two school districts in the annual Town Election.

The Finance Committee members voted **not to recommend** the Nauset Regional Public School's budget by a vote of 1-7-0. The Finance Committee pointed out that the NRSD budget uses approximately \$940,000 of funds generated by reallocating interest income generated from unspent construction bond funds. The Finance Committee pointed out that those funds should be used to fund the high school construction project and reduce debt. The Finance Committee disapproved of using one-time revenues to fund operations and view this as an unsustainable practice.

A majority of the Committee feels that increases in the Nauset operating budget are not supported given continued and projected declines in District enrollment. Additionally, earlier this year, the NRSD Administration decided to renew the 5-year tuition agreements (a major source of operating revenue) without including compensatory charges for construction of the new high school. The Finance Committee notes that the Nauset District cost per student is

among the highest in the state, compelling the Finance Committee to seek a better understanding of the value - costs and benefits – of School Choice. The Finance Committee is united in its request that the NRSC provide a 3-year forecast so the towns in the district have a better idea concerning future spending needs (see Figure 1).

The Finance Committee applauds the hard work that all the staff and teachers at the Brewster Schools, the Nauset Regional Schools, and the Cape Cod Technical High School provide to the students of Brewster. They continue to provide our children with a first-class education.

Closing

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

Respectfully submitted,

Harvey (Pete) Dahl, Chairman

Frank Bridges, Vice Chair

William Meehan, Clerk

Patrick Buckley

Andrew Evans

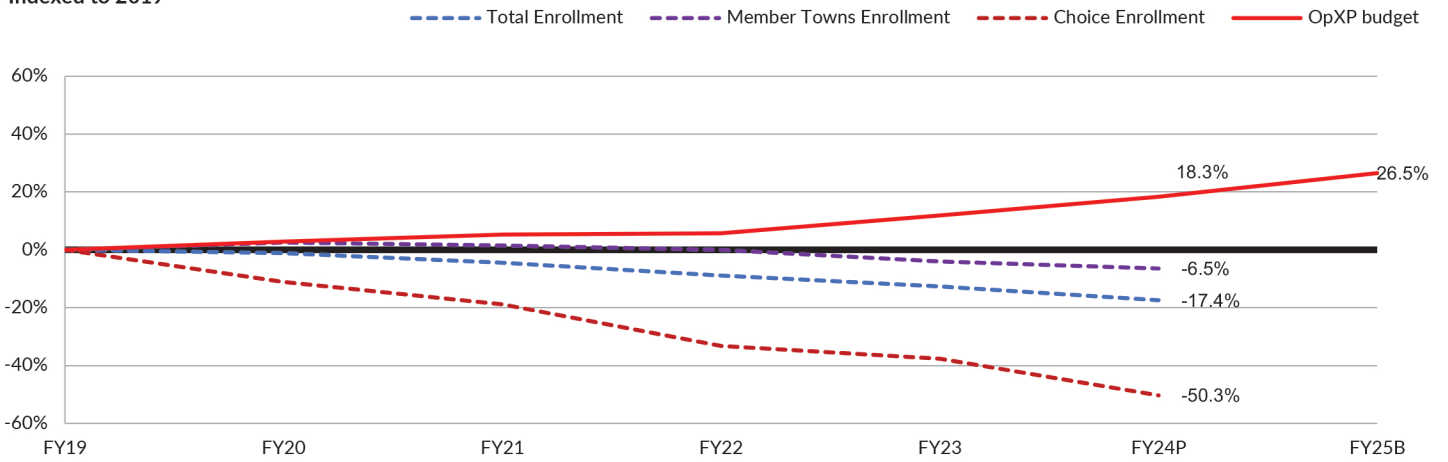
Alex Hopper

Robert Tobias

Robert Young

William Henchy

NRSD Change in Enrollment and Budget - Since FY19 Enrollment is DOWN 17%, Operating Expense UP 27%; OpX/Enrolled is UP 53%
 Indexed to 2019



Source: NRSD, *FY25 Operating Budget increased 7%.

<u>OpX/Enrolled</u>		Annual %	Cumul. %
FY19	\$ 21,340.76		
FY20	\$ 22,185.49	4.0%	4.0%
FY21	\$ 23,506.81	6.2%	10.1%
FY22	\$ 24,801.87	6.1%	16.2%
FY23	\$ 27,344.90	11.9%	28.1%
FY24	\$ 30,575.25	15.1%	43.3%
FY25B*	\$ 32,695.00	9.9%	53.2%
*Assumes flat enrollment at 1261			

TOWN OF BREWSTER FISCAL YEAR 2025			
INCREASE IN TAX LEVY		TAX RATE INCREASE	MEDIAN SINGLE FAMILY TAX BILL IMPACT
\$250,000	=	\$0.04	\$27
\$500,000	=	\$0.08	\$54
\$750,000	=	\$0.11	\$82
\$1,000,000	=	\$0.15	\$109
\$1,250,000	=	\$0.19	\$136
\$1,500,000	=	\$0.23	\$163
\$1,750,000	=	\$0.27	\$191
\$2,000,000	=	\$0.31	\$218
\$2,250,000	=	\$0.34	\$245
\$2,500,000	=	\$0.38	\$272
\$2,750,000	=	\$0.42	\$300
\$3,000,000	=	\$0.46	\$327
\$3,250,000	=	\$0.50	\$354
\$3,500,000	=	\$0.54	\$381
\$3,750,000	=	\$0.57	\$409
\$4,000,000	=	\$0.61	\$436
\$4,250,000	=	\$0.65	\$463
\$4,500,000	=	\$0.69	\$490
\$4,750,000	=	\$0.73	\$518
\$5,000,000	=	\$0.77	\$545

As you consider budget-related articles included in this year's Annual Town Meeting warrant, this chart identifies the anticipated tax rate and tax bill impacts on a property valued at \$710,900, the current median single-family residential property value. This chart only applies to the budget articles funded by property taxes – Articles 3-7. Articles 1-2 & 8-14 are financed through other funding sources. The above calculations are based on the Town's total property valuation of \$6,523,093,480 for Fiscal Year 2024, which is updated on an annual basis.

TOWN OF BREWSTER PROJECTED CAPITAL PROJECTS IN EXCESS OF \$100,000					
DEPARTMENTAL INDEX	FY2024	FY2025	FY2026	FY2027	FY2028
SELECT BOARD/ TOWN ADMINISTRATION					
Integrated Water Resource Planning/Implementation	150,000	100,000	100,000	100,000	100,000
Golf Course Septic Upgrade (IWRMP)			200,000	200,000	
Ponds Alternative Septic Pilot (IWRMP)		150,000			
Electronic Records Archival Database Project			100,000	100,000	100,000
Community Center Feasibility Study		300,000			
Ponds Management Plan & Pilot Pond Study	100,000				
Nauset Elementary School Regionalization & Efficiency Study	100,000				
BREWSTER AFFORDABLE HOUSING TRUST					
Millstone Road Housing	1,507,500				
COUNCIL ON AGING					
COA Roof Replacement			170,000		
NATURAL RESOURCES					
Stony Brook Mill Retaining Wall & Fishway Improvements		939,000			
Low Lying Roads Improvements		-		100,000	
Freemans Pond Culvert Wing Walls		480,000		-	
Bike Trail Extension (Linnell Landing)		-		800,000	1,100,000
DEPARTMENT OF PUBLIC WORKS					
Drainage/Road Maintenance	250,000	275,000	300,000	325,000	350,000
P-2 One Ton Dump Truck 2012	220,000				
H-11 15' Chipper			150,000		
H-9 Silverado 1 ton 2015		250,000			
H-6 Dodge Ram 2015			260,000		
G-12 Chevy 2016 Foreman Vehicle		100,000			
L-5 BRC Rolloff Truck Replacement				225,000	
Multi-Purpose Tractor	250,000				
Replace Concrete Stanchions & Guardrail			100,000	100,000	100,000
DPW & BRC Buiding Maintenance/Site Improvements			250,000	250,000	250,000
Dumptruck (H8 replacement)			-	275,000	
Front End Loader (H2 replacement)			-		250,000
Route 137 Design & Construction			-	2,750,000	
Other State Aid (Ch 90) Road Projects	315,000	485,000	485,000	485,000	485,000
Millstone Road Construction	10,295,463				
FACILITIES					
Crosby Cottage #3 Renovation			200,000		
FIRE					
Engine Replacement (234/239)				1,300,000	
Ladder Truck Replacement (237)				2,400,000	
BREWSTER LADIES LIBRARY					
Exterior Trim Repairs & Replacement / Painting				200,000	
Elevator Replacement (Design & Construction)	225,000				
Roof Replacement - Construction			750,000		
POLICE					
Vehicle Replacement	140,000	140,000	145,000	150,000	155,000
Dispatch Console		225,000			
RECREATION					
Town Hall Fields ADA & Upgrade Project					250,000
BREWSTER ELEMENTARY SCHOOLS					
Stony Brook School Roof Design		450,000			
Stony Brook School Asphalt & Rubber Roof Replacement			3,000,000		
Eddy School Resurface Parking Lot & Drive		250,000			
Eddy School Sidewall Shingle Replacement		400,000			
Stony Brook HVAC Replacement			8,042,362		
Stony Brook Replace Generator		300,000			
Stony Brook HVAC Design		804,236			
Stony Brook Playground Improvements		500,000			
NAUSET REGIONAL SCHOOLS					
High School Renovation	2,083,175	3,621,965	3,622,313	3,621,849	3,622,777
NRHS Annual Capital Allocation	279,645	286,636	293,802	301,147	308,676
GOLF ENTERPRISE FUND					
Maintenance Building Design	400,000				
Maintenance Building Replacement		300,000	300,000	300,000	300,000
Maintenance Building Construction Management		175,000			
Irrigation Pump Reconditioning	100,000				
Cart Path Improvements	-		120,000		
Equipment Replacement	350,000	400,000	400,000	400,000	350,000
Irrigation Replacement Construction (36 holes)				625,000	625,000
Irrigation Replacement Construction Management				100,000	100,000
Clubhouse Roof Replacement			125,000		
Windows & Doors (additional funding)	700,000				
Irrigation Water Source & Supply Study	100,000				
WATER ENTERPRISE FUND					
Master Plan Update	327,066				
Vehicle Replacement (truck 1930)				150,000	
TOTAL REQUESTS	17,892,849	10,931,837	19,113,477	15,257,996	8,446,453

SOURCE OF FUNDS	FY24	FY25	FY26	FY27	FY28
American Rescue Plan Act					
Brewster Affordable Housing Trust	1,000,000				
Cell Tower Revenues		150,000			
Chapter 90 (State Aid for Roads)	2,265,000	485,000	485,000	485,000	485,000
Community Preservation Funds	507,500	500,000		100,000	250,000
Donated Funds (from BLLA)	50,000				
Excluded Debt	2,083,175	4,876,201	14,664,675	8,151,849	3,622,777
Federal Grants		1,179,000		1,920,000	
Free Cash	3,130,463	1,540,000	1,525,000	1,675,000	1,055,000
Golf Retained Earnings	1,650,000	875,000	945,000	1,425,000	1,375,000
Road Betterment Fund	300,000				
Raise & Appropriate	279,645	286,636	293,802	301,147	308,676
Re-appropriate Existing Articles	250,000				
Road Bond	5,750,000				
Short Term Debt		650,000	1,000,000	250,000	250,000
State Grants	250,000	240,000		800,000	1,100,000
Water Quality Stabilization	50,000	150,000			
Water Retained Earnings	327,066			150,000	
Crosby Revolving Fund			200,000		
TOTAL REVENUES	17,892,849	10,931,837	19,113,477	15,257,996	8,446,453

* This chart reflects the major potential projects on the Town's 5 Year Capital Improvement Plan as of January 2024

HEALTH AND HUMAN SERVICES REPORT

Below please find the Health and Human Services Committee’s funding recommendations for 20 non-profit agencies that support Brewster citizens. The organizations offer a variety of services and range in scope from assisting individuals with housing, health concerns, to a lunch program for kids, food for our seniors, substance disorder support and this year we have three new agencies that have made requests. They include Housing Assistance Corporation, Pause A While, and Society of St. Vincent de Paul. Housing Assistance Corporation provides housing support in the form of rental units, counseling, and stabilization services. Pause A While provides a space for recovery meetings and support for individuals in Brewster and neighboring communities. The Society of St. Vincent de Paul is a Catholic Lay organization offering financial support around housing and food and collaborates with organizations we currently fund. Overall, in Calendar Year 2023 over 3,000 Brewster residents received services from these non-profits.

AGENCY	FY25 Recommend	FY25 Request	FY24 Award
Aids Support Group of Cape Cod	\$5,000	\$7,500	\$5,000
Alzheimer’s Family Support	\$11,550	\$12,000	\$11,000
Cape Abilities	\$7,000	\$7,000	\$7,000
Cape Cod Children’s Place	\$11,000	\$11,000	\$10,500
Food 4 Kids Church of the Holy Spirit	\$3,675	\$5,750	\$3,500
Consumer Assistance Council	\$630	\$1,175	\$600
Duffy Health Center	\$500	\$1,500	\$1,500
Elder Services	\$9,576	\$10,500	\$9,100
Family Pantry of Cape Cod	\$5,250	\$6,000	\$5,000
Homeless Prevention Council	\$15,750	\$18,000	\$15,000
Housing Assistance Corporation	\$5,000	\$10,000	0
Independence House	\$12,000	\$12,360	\$12,000
Lower Cape Outreach Council	\$12,600	\$15,000	\$12,000
Nauset Together We Can	\$1,500	\$3,000	\$1,500
Nauset Youth Alliance	\$16,000	\$16,000	\$16,000

AGENCY	FY25 Recommend	FY25 Request	FY24 Award
Outer Cape Health Services	\$15,750	\$18,000	\$15,000
Pause A While	\$3,000	\$12,000	0
Sight Loss Services	\$2,000	\$2,000	\$2,000
Society of St. Vincent de Paul	\$2,050	\$15,000	0
South Coastal Counties Legal Services	\$4,350	\$4,350	\$4,350
Total	\$144,181	\$188,135	\$131,050

With the addition of three new agencies requesting funds, and previous agencies requesting increases, the Committee faced the challenge of meeting the 10% allotted increase of \$13,107 more than last year for the sum of \$144,181 for FY25. As a result, the Health and Human Services Committee recommends a 2.34% for existing agencies requesting increases with the remaining \$10,050 used to support the new organizations.

Following is but one highlight from each agency that applied for funding:

Aids Support Group of Cape Cod, in FY2023, provided services for medical case management and related support specifically harm reduction services to 45 unduplicated Brewster residents.
Recommended Funding: \$5,000

Alzheimer’s Family Support, in FY2023, served 210 Brewster residents with support groups, ongoing phone support, counseling, care consultation, memory screenings, education, outreach and social and cultural events with a conservatively estimated total cost of direct services at \$81,120 per year. **Recommended Funding: \$11,550**

Cape Abilities, in FY2023, served 23 Brewster residents with vocational training, supported employment, day habilitation, life skills, community-based day supports, residential services, adult family care and shared living. **Recommended Funding: \$7,000**

Cape Cod Children’s Place, in FY2023, served 95 unduplicated Brewster parents and children with family support visits, play groups, and parenting education classes (634 Units of Service). **Recommended Funding: \$11,000**

Food 4 Kids – Church of the Holy Spirit, in Summer 2023, provides lunch and snacks to children and teens in summer months for a total combined meal of 8,944 at a cost of \$38,347. **Recommended Funding: \$3,675**

Consumer Assistance Council, in FY2023, served as consumer advocate for 29 Brewster cases (266 units of service) including dealing with time-share contracts, internet scams and promised Mass Save refunds. **Recommended Funding: \$630**

Duffy Health Center, through their “In From The Streets Program” in FY2023 served 1 Brewster client by providing 1 nights of emergency safe shelter with a conservatively estimated total cost of \$295. **Recommended Funding: \$500**

Elder Services, in FY2023, provided 10,523 Meals on Wheels to 95 Brewster residents, 20% increase over previous year. **Recommended Funding: \$9,576**

Family Pantry of Cape Cod, in FY2023, provided food, clothing, healthy-eating education and a mobile pantry to 623 Brewster households, for an estimated total cost of \$67,841. **Recommended Funding: \$5,250**

Homeless Prevention Council, in FY2023, provided case managers for homeless assistance and personalized services to promote stability for 282 Brewster families with a conservatively estimated total cost of \$75,130. **Recommended Funding: \$15,750**

Independence House, in FY2023, provided an array of services including counseling, advocacy and basic needs to 237 Brewster children and adult survivors through various programs including crisis intervention, counseling and advocacy, the Child Witness to Violence Program and Child Sexual Assault Services, housing stabilization, education, and emergency shelter with an estimated total value of \$209,544. **Recommended Funding: \$12,000**

Lower Cape Outreach Council, in FY2023, served 268 Brewster households through cash assistance, food, clothing, Thanksgiving baskets and holiday toys with an estimated total cost of \$131,875. **Recommended Funding: \$12,600**

Nauset Together We Can, in FY2023, served 15 Brewster middle schoolers providing free Youth After School Program which provides a safe, healthy, social environment for students to do homework, play and relax with adult supervision and mentoring. **Recommended Funding: \$1,500**

Nauset Youth Alliance, in the School Year 2023, served 137 Brewster children by providing after-school care and summer programming serving 78% of Brewster’s elementary students. **Recommended Funding: \$16,000**

Outer Cape Health Services, in CY2022, 1926 Brewster residents received 5,778 billable visits and 422 unbillable encounters (including uninsured patients and interactions with phone callers, web users, lab staff, pharmacy staff etc.). **Recommended Funding: \$15,750**

Sight Loss Services, in CY2020, provided 544 units of service (support groups, education, referrals, home independence, adaptive aids and advocacy) to 104 Brewster residents with an estimated total cost of \$14,726. **Recommended Funding: \$2,000**

South Coastal Counties Legal Services, in CY22, provided free legal services to 45 low-income and/or elderly Brewster residents with an estimated total cost of \$4,350. **Recommended Funding: \$4,350**

3 New Agencies Requesting Funding

Housing Assistance Corporation mission is to provide affordable housing opportunities. In FY2023 provided 225 Brewster residents with rental assistance including vouchers and shallow subsidies along with counseling and energy audits. **Recommended Funding: \$5,000**

Pause A While, Inc. mission is to encourage the recovery from drugs and alcohol abuse by providing a permanent place for a variety of 12-step recovery meetings. There are no paid staff and funds are requested for operational needs. **Recommended Funding: \$3,000**

Society of St. Vincent de Paul mission is to grow in holiness and build a more just world through personal relationships and service to people in need. They provided \$34,835 in housing assistance to 116 Brewster residents. **Recommended Funding: \$2,050**

The members of the HHS Committee recognize the financial challenge many of the organizations faced in the last year due to inflationary issues, the cost of food and housing and the difficulty of recruiting staff to name a few. Despite these challenges the Committee remains impressed by the work and diligence of the organization's commitment to Brewster residents. The Committee was also faced with budgetary concerns in meeting funding requests but feel we deliberated fairly and within the Town budget of an overall 10% from last year. We hope you will approve our recommendation.

TOWN OF BREWSTER ANNUAL TOWN MEETING MAY 11, 2024

Barnstable, ss

To: Roland W. Bassett, Jr. Constable of the Town of Brewster

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and inform the Town of Brewster inhabitants qualified to vote in Town affairs to meet in the Cafetorium at the Stony Brook Elementary School, 384 Underpass Road, on **Saturday, May 11, 2024**, next, at 1 p.m. o'clock in the afternoon, then and there to act upon the following articles:

OUTSTANDING OBLIGATIONS

ARTICLE NO. 1: To see what sums the Town will vote to appropriate from available funds for the payment of unpaid obligations from previous fiscal years, including any bills now on overdraft:

	<i>Department</i>	<i>Outstanding Obligations</i>	<i>Amount</i>
a.	Golf Department	Columbia Laboratories	\$615.00
		Total	\$615.00

or to take any other action relative thereto.

(Select Board)

(Four-Fifths Vote Required)

COMMENT

This article will authorize the payment of outstanding bills from a previous fiscal year. According to Massachusetts General Laws, a Town cannot pay a bill from a previous fiscal year with the current year's appropriation. Therefore, Town Meeting authorization is required.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

BUDGETARY TRANSFERS

ARTICLE NO. 2: To see what sums the Town will vote to transfer into various line items of the Fiscal Year 2024 General Fund operating budget from other line items of said budget and from other available funds:

	<i>FROM</i>	<i>TO</i>	<i>Amount</i>
a.	Ambulance Receipts	Fire Department Overtime	\$150,000
		Total	\$150,000

or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article would authorize the transfer of surplus funds from certain departments' budgets and/or accounts and Free Cash for Fiscal Year 2024 to other accounts which are experiencing unanticipated shortfalls and/or require additional funding for new programs and/or initiatives. The following is a brief review of these requests:

a. This sum is required to cover additional Fire Department personnel expenses stemming from employee turnover and necessary increases in minimum staffing levels. The Ambulance Receipts account has a current balance of just over \$2M.

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

CAPE COD REGIONAL TECHNICAL HIGH SCHOOL OPERATING BUDGET

ARTICLE NO. 3: To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray Cape Cod Regional Technical High School charges and expenses for the Fiscal Year ending June 30, 2025, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2023</u>	<u>APPROPRIATED FY2024</u>	<u>REQUESTED FY2025</u>
CAPE COD TECH ASSESSMENT	963,235	992,867	1,025,821
DEBT ASSESSMENT	549,461	471,498	441,653
TOTAL ASSESSMENT	1,512,696	1,464,365	1,467,474

or to take any other action relative thereto.

(Cape Cod Technical School Committee)

(Majority Vote Required)

COMMENT

This article will provide funding for the Fiscal Year 2025 budget for the Cape Cod Regional Technical High School District. This district consists of the Towns of Barnstable, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Truro, Wellfleet and Yarmouth. The overall district-wide budget has increased by 4.38% over Fiscal Year 2024. District-wide enrollment has slightly decreased from 664 students to 662 students, while Brewster's enrollment has decreased from 53 to 51 students for this same period. Brewster's operating assessment has increased by a sum of \$32,954, or 3.3%, over Fiscal Year 2024. Brewster's debt assessment has decreased by \$29,845, or -6.3%, based on the level principal debt schedule for the Cape Cod Tech School.

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

ELEMENTARY SCHOOLS BUDGET

ARTICLE NO. 4: To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray the Elementary Schools’ charges and expenses, for the Fiscal Year ending June 30, 2025, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2023</u>	<u>APPROPRIATED FY2024</u>	<u>REQUESTED FY2025</u>
ELEMENTARY SCHOOL BUDGET	8,191,674	8,474,932	9,187,442
SCHOOL FRINGE BENEFITS	2,114,070	2,280,746	2,531,631
TOTAL ELEMENTARY SCHOOL BUDGET (ARTICLE 4)	10,305,744	10,755,678	11,719,073
ELEMENTARY SCHOOL BUDGET OVERRIDE (ARTICLE 5)	0	316,878	758,091
TOTAL ELEMENTARY SCHOOL BUDGET (ARTICLES 4 + 5)	10,305,744	11,072,556	12,477,164

or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

COMMENT

This article provides partial funding for the Fiscal Year 2025 operating budget for the Stony Brook and Eddy Elementary Schools. The Fiscal Year 2025 budget request for the Elementary Schools, as approved by the Brewster School Committee, is \$9,187,442, a \$1,153,722 or 13.1% increase over Fiscal Year 2024 operating expenses. The Town’s total elementary school assessment is increasing by 12.6% when the schools’ proportionate shares of fringe benefits expenses is applied. This article will fund the portion of the Elementary Schools’ Fiscal Year 2025 budget that can be raised and appropriated within the Town’s current levy limit, a 4.5% increase in their operating budget. Approval of supplemental funding in Article 5 and at the local ballot on May 28, 2024 is required to fully fund the \$758,091 balance of the FY25 Elementary School budget to match the amounts voted by the Brewster School Committee.

Select Board: Yes 3, No 2, Abs 0

Finance Committee:

Yes 7, No 1, Abs 0

ELEMENTARY SCHOOLS OPERATING OVERRIDE

ARTICLE NO. 5: To see if the Town will vote to raise and appropriate the sum of \$758,091 to defray the Elementary Schools’ charges and expenses, for the Fiscal Year ending June 30, 2025, provided however that such appropriation shall be expressly contingent upon approval by the Town at a Regular or Special Election to authorize such sums to be raised outside the limits of General Laws Chapter 59 Section 21C, Paragraphs (g) and (m) (Proposition 2½ so called), or to take any other action relative thereto.

(Elementary School Committee)

(Majority Vote Required)

COMMENT

This article will provide the balance of funding needed for the Fiscal Year 2025 operational budget for the Stony Brook and Eddy Elementary Schools. This appropriation is subject to approval of a Proposition 2 ½ override question on the May 28, 2024 local election ballot.

Select Board: Yes 3, No 2, Abs 0 Finance Committee: Yes 5, No 3, Abs 0

NAUSET REGIONAL SCHOOLS OPERATING BUDGET

ARTICLE NO. 6: To see what sums the Town will vote to raise and appropriate and/or transfer from available funds to defray the Nauset Regional School District charges and expenses for the Fiscal Year ending June 30, 2025, as follows:

<u>DEPARTMENT</u>	<u>EXPENDED FY2023</u>	<u>APPROPRIATED FY2024</u>	<u>REQUESTED FY2025</u>
NAUSET OPERATING ASSESSMENT	12,222,619	12,711,524	13,526,296
NAUSET DEBT ASSESSMENT	139,228	2,194,957	3,492,908
TOTAL NAUSET ASSESSMENT (ARTICLE 6)	12,361,847	14,906,481	17,019,204
NAUSET OVERRIDE	0	647,720	0
TOTAL NAUSET ASSESSMENT	12,361,847	15,554,201	17,019,204

or to take any other action relative thereto.

(Nauset Regional School Committee)

(Majority Vote Required)

COMMENT

This article provides funding for the Fiscal Year 2025 budget for the Nauset Regional School District. The overall operating budget for the Nauset Regional Schools, as approved by the Nauset Regional School Committee, is \$29,243,858, a \$1,479,864 or 5.3% increase over Fiscal Year 2024 operating expenses. Brewster’s share of the Nauset Schools budget is \$13,526,296. Brewster’s proportionate share of total student enrollment has decreased from 48.1% in Fiscal Year 2024 to 46.4% in Fiscal Year 2025. Brewster’s FY25 Nauset debt assessment is increasing by \$1,297,591 to \$3,492,907 in anticipation of long-term excluded debt for the high school project being issued this year. This new amount should reflect the full tax impacts of this project on residents, which will continue at these levels until the debt is fully retired in 25 years.

Select Board: Yes 3, No 2, Abs 0 Finance Committee: Yes 1, No 7, Abs 0

TOWN OPERATING BUDGET

ARTICLE NO. 7: To see what sums the Town will vote to raise and appropriate, transfer from available funds, or borrow pursuant to any applicable statute, for the purposes of supporting the offices, departments, boards, and commissions of the Town of Brewster for Fiscal Year 2025, including authorization for lease purchases of up to five years, as follows:

	EXPENDED	APPROPRIATED	REQUESTED
<u>DEPARTMENT</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
<u>GENERAL GOVERNMENT</u>			
Finance Committee	19,329	105,500	105,500
Assessors	146,594	161,716	175,464
Accounting	240,171	258,426	276,889
Treasurer/ Collector	333,755	367,127	388,608
Information Technology	405,368	438,384	459,000
Legal	82,982	172,026	135,300
Moderator	300	300	300
Planning	206,045	218,325	237,312
Select Board / Town Administration	537,071	613,872	664,687
Human Resources	150,887	175,766	196,636
Town Clerk	232,527	254,921	275,930
Public Buildings	278,830	295,125	360,077
<u>SUBTOTAL GENERAL GOVERNMENT</u>	2,633,859	3,061,488	3,275,703

	EXPENDED	APPROPRIATED	REQUESTED
<u>DEPARTMENT</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
<u>PUBLIC SAFETY</u>			
Building Department	392,540	431,967	466,334
Fire Department	3,130,647	3,273,347	3,403,173
Emergency Management	0	2,500	2,500
Natural Resources	460,763	515,732	546,710
Police Department	2,991,215	3,101,642	3,425,671
Sealer of Weights & Measures	9,691	9,934	10,234
<u>SUBTOTAL PUBLIC SAFETY</u>	6,984,856	7,335,122	7,854,622
<u>PUBLIC WORKS</u>			
Public Works	2,017,822	2,280,016	2,521,255
Snow & Ice Removal	83,870	173,410	178,616
Streetlights	2,627	5,515	5,515
<u>SUBTOTAL PUBLIC WORKS</u>	2,104,319	2,458,941	2,705,386
<u>HUMAN SERVICES</u>			
Council on Aging	375,475	392,572	433,401
Board of Health	257,837	315,248	337,437
Veteran's Services	82,140	101,693	106,205
Public Assistance	136,950	146,070	159,481
<u>SUBTOTAL HUMAN SERVICES</u>	852,402	955,583	1,036,524
<u>CULTURE & RECREATION</u>			
Brewster Ladies Library	711,558	765,424	825,586
Recreation	223,912	254,337	300,041
Parades & Events	0	1,500	5,000
<u>SUBTOTAL CULTURE & RECREATION</u>	935,470	1,021,261	1,130,627

	EXPENDED	APPROPRIATED	REQUESTED
<u>DEPARTMENT</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
<u>DEBT SERVICE</u>			
Principal & Interest	3,312,197	2,957,645	2,855,581
<u>SUBTOTAL DEBT SERVICE</u>	3,312,197	2,957,645	2,855,581
<u>INSURANCE, UTILITIES & FRINGE BENEFITS</u>			
General Insurance	434,960	561,201	589,264
Utilities	495,726	538,784	629,113
Fringe Benefits	4,154,606	5,169,307	5,149,166
<u>SUBTOTAL INSURANCE & FRINGE</u>	5,085,292	6,269,292	6,367,543
<u>OTHER OPERATING EXPENSES & ASSESSMENTS</u>			
Assessments	29,271	31,467	33,891
Alewives	3,300	4,350	4,350
Local Service Funding	40,000	48,000	50,500
Transfer to Capital Stabilization	187,500	250,000	262,500
Transfer to General Stabilization	0	0	0
Transfer to Housing Trust	375,000	500,000	525,000
Transfer to OPEB Trust	267,000	267,000	264,000
Transfer to Brewster Elementary Schools SPED Stabilization	100,000	0	0
Transfer to Water Quality Capital Stabilization	112,500	150,000	157,500
<u>SUBTOTAL OTHER OPERATING EXPENSE & ASSESSMENTS</u>	1,114,571	1,250,817	1,297,741
<u>GRAND TOTAL OF GENERAL FUND OPERATING BUDGETS</u>	23,022,966	25,310,149	26,523,727

or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

This article will provide funding for the Fiscal Year 2025 operational budget for the Town boards, committees, and departments. The Town's operational budget, as presented in this

article, has increased by 5.3%. Much more information can be found on the Town's online budget & finance page at <https://stories.opengov.com/brewsterma/published/WLv2YNJWU>.

Please note the following details on several of the budget line items listed above: Public Assistance includes funding for Health & Human Service organizations and fuel assistance. Assessments include funding for the Pleasant Bay Alliance, Greenhead Fly, and Historic District. Local Services includes funding for the Chamber of Commerce, Town Band, Cultural Council, Skipping Program, and Millsites.

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

WATER DEPARTMENT ENTERPRISE FUND OPERATING BUDGET

ARTICLE NO. 8: To see if the Town will vote, in accordance with General Law Chapter 44 Section 53F½, to appropriate from Water Department receipts, transfer from available funds or otherwise fund the sum of **TWO MILLION NINE HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED FORTY FOUR DOLLARS (\$2,986,144)** for Fiscal Year 2025 costs associated with the operation of the Water Department including, but not limited to acquiring professional services and equipment, personnel and maintaining facilities and operations, including authorization for lease purchases of up to five years; all expenditures to be made by the Water Department, subject to the approval of the Town Manager, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

In accordance with Massachusetts General Laws Chapter 44, Section 53F½, receipts from Water Department related activities are used to directly offset Water Department related expenditures including capital and infrastructure costs. Voting a spending amount within the Water Department Enterprise Fund allows receipts and related expenditures to be recorded in one fund. The Water Department's operating budget, as presented in this article, has increased by 2.7%. Water Department expenses are fully covered by user fees.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

GOLF DEPARTMENT ENTERPRISE FUND OPERATING BUDGET

ARTICLE NO. 9: To see if the Town will vote to appropriate from the Golf Fund, in accordance with General Law Chapter 44 Section 53F½, the sum of **FOUR MILLION SIX HUNDRED AND SIX THOUSAND TWO HUNDRED THIRTY THREE DOLLARS (\$4,606,233)** for Fiscal Year 2025 costs associated with Golf Department related expenses including, but not limited to acquiring professional services and equipment, personnel and maintaining facilities and operations, including authorization for lease purchases of up to five years; all expenditures to be made by

the Golf Department, subject to the approval of the Town Manager, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

In accordance with Massachusetts General Laws Chapter 44, Section 53F½, receipts from Golf Department related activities are used to directly offset Golf Department related expenditures, including some capital and infrastructure costs. Voting a spending amount within the Golf Department Enterprise Fund allows receipts and related expenditures to be recorded in one fund. The Golf Department’s operating budget, as presented in this article, has increased by 4.9%. Golf Department expenses are fully covered by user fees.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 10: To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2025 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year, with each item considered a separate appropriation to be spent by the Community Preservation Committee, all as set forth below:

FY25 Estimated Revenues

a. Estimated FY25 tax surcharge		\$1,254,583
b. Estimated FY25 state contribution (20%)		<u>\$ 250,857</u>
c. FY25 Estimated Total:		\$1,505,140

FY25 Appropriations and Allocations

a. Historic Preservation Reserve appropriation	(10%)	\$ 150,514
b. Community Housing Reserve appropriation	(10%)	\$ 150,514
c. Open Space/Recreation Reserve appropriation	(10%)	\$ 150,514
d. Budgeted Reserve	(65%)	\$ 978,341
e. Administrative Expense (Budgeted Reserve)	(5%)	\$ 75,257
f. Designated Reserves for Open Space		\$ 32,094
g. Undesignated Fund Balance		<u>\$ 102,089</u>
h. Total		\$1,639,323

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
1	Historic Preservation			
	a. Designated Reserves for Historic Preservation	Transfer to reserve from estimated annual revenues in accordance with MGL Ch. 44B Sec. 6	Fiscal Year 2025 CPA estimated annual revenues	\$150,514
	Sub-total			\$150,514
2	Community Housing			
	a. Designated Reserves for Housing	Transfer to reserve from estimated annual revenues in accordance with MGL Ch. 44B Sec. 6	Fiscal Year 2025 CPA estimated annual revenues	\$150,514
	Sub-total			\$150,514
3	Open Space			
	a. Community Preservation Bonded Debt Service	Payment of debt principal and interest for the BBJ Property, & Bates Property bonds	\$150,514 from Fiscal Year 2025 CPA estimated annual revenues and \$32,094 from Designated Reserves for Open Space	\$182,608
	Sub-total			\$182,608
4	Budgeted Reserve			
	a. Administration Expense	Administration and operating expenses for Community Preservation Committee	Fiscal Year 2025 CPA estimated annual revenues	\$75,257
	b. Designated for Budgeted Reserve	Transfer to reserve from estimated annual revenues in accordance with MGL Ch. 44B Sec. 6	Fiscal Year 2025 CPA estimated annual revenues	\$978,341
	Sub-total			\$1,053,598
5	Undesignated Fund Balance			
	a. Community Development Partnership (CDP)	2 Years of funding for Cape Housing Institute	Undesignated Balance CPA Reserves	\$20,000
	b. Town of Brewster Administration-Housing Coordinator	Payroll and operating costs for Housing Coordinator position to assist public with affordable housing program	Undesignated Balance CPA Reserves	\$74,589
	c. Nauset Together We Can Prevention Council, Inc.	Renovations to Finch Skateboard Park in Orleans	Undesignated Balance CPA Reserves	\$7,500
	Sub-total			\$102,089
	Grand Total			\$1,639,323

For Fiscal Year 2025 Community Preservation purposes, each item is considered a separate appropriation to be spent by the Community Preservation Committee; provided however, that the above expenditures may be conditional on the grant or acceptance of appropriate historic preservation restrictions for historic resources, open space restrictions for open space reserves, and housing restrictions for community housing, running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures, meeting the requirements of G.L. c.184 and G.L. c.44B, Section 12, and/or a grant agreement and to authorize the Select Board to convey or accept such restrictions and enter in grant agreements as needed; And further, any revenues received in excess of the estimated receipts are transferred to their respective reserve fund balance(s) for future appropriation using the allocation formula of 10% Open Space/Recreation, 10% Housing, 10% Historical, and 70% for Budgeted Reserve for CPA. Or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

COMMENT

In May of 2005, Brewster voters approved a ballot question which allowed for the adoption of the modified Community Preservation Act (CPA). The act appropriates a 3% surcharge on the Town’s real estate tax revenues, which are reserved in a special fund in order to finance projects and programs for the purposes of preservation of open space, recreation, community housing, and historic preservation. Brewster is also eligible to receive up to 100% in matching funds from the State, although we anticipate a reduced reimbursement rate from the State for Fiscal Year 2025, which is projected at 20%. In Fall 2022, Brewster adopted, through a local bylaw, a distribution schedule for the annual CPA funds beginning in FY24 as follows: 10% of the funds for open space and recreation, 10% for community housing, 10% for historic preservation, and the 70% undesignated reserve balance is available for any CPA eligible project. The 2022 bylaw also established a non-binding 2023-2027 Target Allocation Policy as follows: 30% for Open Space, 30% for community housing, 10% historic preservation, 10% recreation, and 20% for any CPA eligible project.

At the beginning of FY24, Reserve balances were as follows:

Historic Preservation	\$ 460,039
Affordable Housing	\$ 302,973
Open Space and Recreation	\$1,971,368
Undesignated Reserve	\$1,174,593

1. Historic Preservation:

a. Designated Reserves for Historic Preservation – This item transfers money from FY25 estimated annual revenues to the Historic Preservation reserve for future appropriation to meet the minimum 10% statutory allocation.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

2. Community Housing:

a. Designated Reserves for Community Housing – This item transfers money from FY25 estimated annual revenues to the Community Housing reserve for future appropriation to meet the minimum 10% statutory allocation.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

3. Open Space:

a. Community Preservation Bonded Debt Service – This item pays for the \$182,608 in FY 2025 principal and interest on 3 CPA (BBJ 1 and 2 and Bates) open space acquisitions that were financed via long-term bonding.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

4. Reserves for Community Preservation:

a. Administrative Expense – This item will fund the costs associated with general administrative and operating expenses, including but not limited to legal and other professional consulting services, related to carrying out the operations of the Community Preservation Committee. The Community Preservation Act allows up to 5% of expected annual revenues for this purpose.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

b. Designated for Budgeted Reserve – This item transfers money from FY25 estimated annual revenues to the Budgeted Reserve for future appropriation to meet the minimum statutory allocation.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

5. Undesignated Balance/CPA Reserves:

a. Community Development Partnership (CDP) – Lower Cape Housing Institute: The CDP’s Lower Cape Housing Institute is one of three components of Lower Cape Community Housing Partnership (LCCHP). The LCCHP harnesses the urgency to address the deepening housing crisis by providing opportunities for business owners, low-moderate income households, historically marginalized communities and year-round residents to advocate for housing production and related policies at annual town meetings. Since 2017, the CDP has offered an annual Lower Cape Housing Institute (LCHI) to educate at least 40 local elected and appointed officials per year from the eight towns on the Lower Cape including the Town of Brewster. Over the past six years, 306 Lower and Outer Cape individuals have attended the LCHI, including 45 from Brewster. Through quality training, peer-to-peer learning, and technical assistance, the LCHI

builds municipal capacity to address the housing needs of Brewster residents. Brewster voters have supported funding for LCHI since its inception. This item will fund years 8 & 9 of the LCHI.

Total project cost: \$652,337 Funding requested: \$20,000 CPC vote: 7-0-0

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

b. Town of Brewster – Housing Coordinator: This item will fund the Housing Coordinator position. The Community Preservation Committee has supported the Housing Coordinator position since 2017. The hiring of a Housing Coordinator was identified as a key strategy in the first Brewster Housing Production Plan. The Housing Coordinator holds hours for the public weekly, supports multiple town committees, including the Housing Trust and Housing Partnership, and works with regional housing agencies and organizations in town to promote housing choice. The Housing Coordinator is an integral part of the Town housing efforts, outlined in both the Town Vision Plan and the Select Board Strategic Plan. The Housing Coordinator helps to acquire, create, preserve, and support community housing. The FY25 request is to fund the position at 30 hours per week, with the CPC providing funding for the salary and the Town providing funding for all benefits of the position. Our housing program continues to be a partnership of many town entities.

Total Project Cost: \$ 114,599 CPC Request: \$ 74,589 CPC Vote: 8-0-0

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

c. Nauset Together We Can – Finch Skatepark Safety Improvements:

The Finch Skatepark in Orleans provides a thriving social hub for the Lower Cape skateboard community. The park was established through a grass roots community effort in 1995 and has been volunteer managed for more than 25 years by Nauset Together We Can -- a 501c3 whose goal is to develop and implement solutions to prevent high-risk social behaviors in our youth. Although the Towns of Brewster, Eastham and Orleans provide small amounts of funding for day-to-day operations of the park, all funding for the park’s infrastructure comes from grants and private donations. This award will be used to fund safety upgrades to the current electrical service and several existing ramp features in order to keep the park open and available to its many users.

Total Project Cost: \$31,300 CPC Request: \$7,500 CPC Vote: 7-0-0

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

CONSERVATION RESTRICTION ACQUISITION: 0 & 3571 MAIN STREET

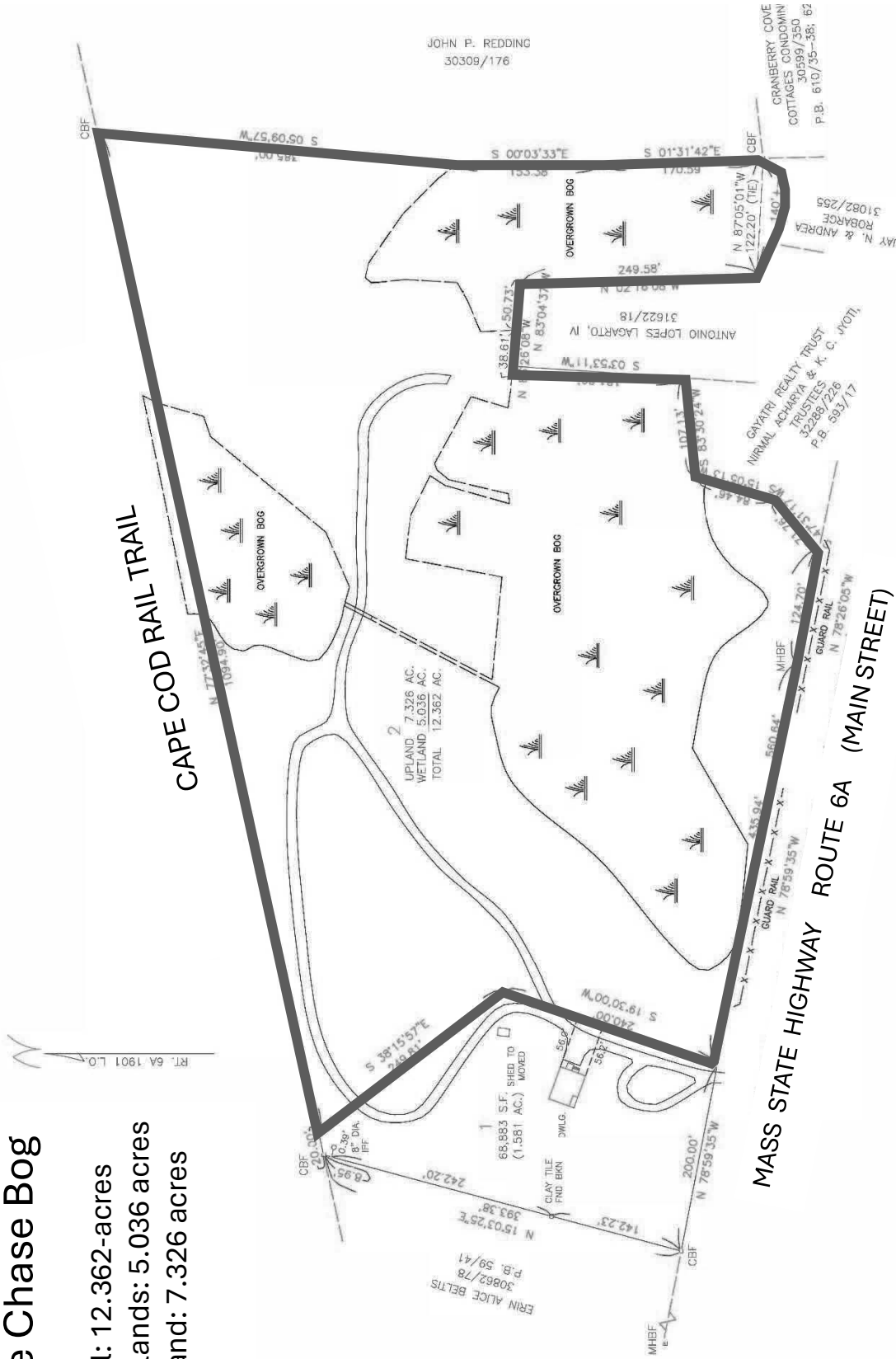
ARTICLE NO. 11: To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, and/or eminent domain, and acting pursuant to the provisions of General Laws

The Chase Bog

Total: 12.362-acres

Wetlands: 5.036 acres

Upland: 7.326 acres



Chapter 40, Section 8C, and Article 97 of the Amendments to the Massachusetts Constitution, a perpetual conservation restriction under General Laws Chapter 184, Sections 31 through 33, on a parcel of land designated on Brewster Assessors' Map 126 as Parcels 4, 5, and 9, located at 0 Main Street, and a portion of the parcel currently designated on the Brewster Assessors' Map 114 as Parcel 60, located at the rear of 3571 Main Street in Brewster, which parcels contain a total of 12.36 acres and are shown on a plan of land entitled, "Survey and Plan of Land in Brewster, Mass, as claimed by Washington E. & Mary F Chase, Scale 1 in = 60 ft. March 10, 1989, East Cape Engineering, Orleans MA" and recorded in the Barnstable County Registry of Deeds as Plan Book 459, Page 75, and as more particularly shown as Lot 2 and Lot 3 on a plan of land entitled, "Lot Study Sketch for Property at 3571 Main St, Brewster, MA 02631 Prepared for Brewster Conservation Trust, Scale 1 in. = 80 ft, July 3, 2023, Soule Land Surveying" a copy of which is on file with the Brewster Town Clerk, which conservation restriction shall be administered and enforced by the Conservation Commission under General Laws Chapter 40, Section 8C; to appropriate and transfer from available funds, including, without limitation, the Community Preservation Fund, the sum of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00), of which \$225,000 shall be used to pay the costs of this acquisition and \$5,000 for all costs and expenses incidental and/or related thereto; and, further, authorize the Select Board and Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect this purchase and obtain reimbursement funding, or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

COMMENT

The Town of Brewster is working with the Brewster Conservation Trust (BCT) to protect a 12.36 acre parcel known as Washington Chase Bog, comprised of 7.33 acres of upland and 5.04 acres of wetland. The property is located on the north side of Main Street in East Brewster. BCT is purchasing the property and asking the Town to share the acquisition cost by using Community Preservation Act funds to purchase a Conservation Restriction (CR). Having previously been run as a campground and a working cranberry bog, the parcel remains a typical pine-oak woodland with existing paths and vehicle tracks running through the property. The wetland areas are now overgrown with trees and vegetation, which BCT would like to restore to a natural wetland (fresh marsh) habitat. The bog drains under the Rail Trail into Namskaket Marsh. This has the potential to be the most visible bog-to-marsh eco-restoration project on Cape Cod, along the historic Old Kings Highway.

Restoration/protection of this parcel would contribute to the scenic and natural character of Brewster, and it will enhance the open space value of these and nearby lands. The parcel is proximate to land already conserved, including Nickerson State Park, 1700+ acres of contiguous open space owned and operated by the Massachusetts Department of Conservation and Recreation (DCR). It also abuts the DCR Cape Cod Rail Trail on its norther property boundary, which in turn abuts land owned and conserved by BCT and connecting through to the 120+ acre Namskaket Marsh Town Conservation Area. The Select Board, Town Manager, Natural

Resources Department, Conservation Commission, and Open Space Committee support this purchase of a Conservation Restriction. This article would fund \$225,000 for the Conservation Restriction and set aside \$5,000 to pay for the Town’s legal and administrative expenses related to the purchase.

Total Project Cost: \$706,660 Amount Requested: \$230,000 CPC Vote: 7-0-0

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 6, No 0, Abs 1

CAPITAL AND SPECIAL PROJECTS EXPENDITURES

ARTICLE NO. 12: To see what sums the Town will vote to raise and appropriate, transfer from available funds, or authorize the Town Treasurer to borrow under and pursuant to Massachusetts General Laws Chapter 44, Sections 7, 7(1), or 8, or any other enabling authority, for the capital outlay expenditures listed below, including, in each case, all incidental and related costs, to be expended by the Town Manager, except School expenditures to be made by the School Superintendent with the approval of the School Committee; authorize leases and lease purchase agreements for more than three but not more than five years for those items to be leased or lease purchased, and further that the Town Manager with the approval of the Select Board or School Superintendent with the approval of the School Committee for school items, be authorized to sell, convey, trade-in or otherwise dispose of equipment being replaced, all as set forth below:

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
1 Select Board			
a. Integrated Water Resource Planning & Implementation	Professional services and costs for preparing studies, engineering, and coordinating water resource management planning and implementation	Re-appropriate existing article & Free Cash	\$150,000
b. Nauset Elementary School Regionalization & Efficiency Study	Professional services and costs for developing a feasibility study with the Towns of Orleans, Eastham, and/or Wellfleet identifying potential efficiencies across the five Nauset elementary schools and middle school	Free Cash	\$100,000
Sub-Total			\$250,000

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
2 Elementary School Department			
a. Combined Technology	Ongoing information technology system and equipment improvements at Eddy & Stony Brook Elementary Schools	Free Cash	\$40,000
b. Combined HVAC/Plumbing/ Electrical Repairs	Professional services and costs for upgrades, repairs & replacement of HVAC, plumbing, and electrical systems at Eddy & Stony Brook Elementary Schools	Free Cash	\$10,000
c. Combined Painting	Professional services and costs for interior/exterior painting at Eddy & Stony Brook Elementary Schools	Free Cash	\$20,000
d. Combined Security	Professional services and costs for upgrades to security systems at Eddy & Stony Brook Elementary Schools	Free Cash	\$20,000
e. Stony Brook Flooring Replacement	Professional services and costs for replacing flooring at the Stony Brook Elementary Schools	Free Cash	\$40,000
f. Stony Brook Hazardous Waste Abatement	Professional services and costs for abating hazardous waste materials at the Stony Brook Elementary School	Free Cash	\$25,000
g. Combined Textbooks	Professional services and costs for textbooks and related educational materials	Free Cash	\$50,000
Sub-Total			\$205,000
3 Nauset Regional School District			
a. Nauset Region Annual Capital Allocation	Professional services and costs, including procuring, engineering, permitting, repairing and maintaining buildings, grounds, and equipment within the Nauset Middle School and Nauset High School	Tax Levy	\$279,645
Sub-Total			279,645

	<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
4 Natural Resources				
	a. Fire Panel Replacement	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade the fire panel at the Natural Resources Building	Re-appropriate existing articles & Free Cash	\$22,000
Sub-Total				\$22,000
5 Media Services				
	a. Camera Upgrade (Meeting Room A)	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade AV systems in Town Hall	Cable Fund	\$17,500
Sub-Total				\$17,500
6 Water Department				
	a. Distribution Infrastructure	Costs for goods, materials, and professional services to maintain, repair, and upgrade the Town's water distribution system	Water Retained Earnings	\$50,000
	b. Buildings & Treatment Facilities	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade the Water Department's buildings and treatment facilities	Water Retained Earnings	\$50,000
	c. Master Plan Update	Costs for materials and professional services to develop a master plan	Water Retained Earnings	\$327,066
Sub-Total				\$427,066
7 Department of Public Works				
	a. MS4 Stormwater Compliance	Costs for goods, materials, and professional services associated with MS4 stormwater compliance	Free Cash	\$60,000
Sub-Total				\$60,000
8 Facilities				
	a. Meeting Room Divider Wall	Costs for goods and materials to replace the wall divider in Town Hall meeting rooms	Free Cash	\$40,000
Sub-Total				\$40,000

<i>Department</i>	<i>Item</i>	<i>Funding Source(s) / Appropriation or Transfer</i>	<i>Amount</i>
9 Library			
a. Auditorium AV Upgrade	Costs for goods, materials, and professional services to maintain, repair, and/or upgrade Library AV systems	Cable Fund	\$10,000
b. Facility Evaluation	Costs for professional services for a facility conditions assessment	Free Cash	\$30,000
c. Building Safety & Security Improvements	Costs for goods, materials, and professional services to complete safety and security improvements at the library	Free Cash	\$25,000
Sub-Total			\$65,000
10 Recreation Department			
a. Guard Rail Replacement (Freemans Way Fields)	Costs for good and materials to replace wood guardrails at Freemans Fields complex	Free Cash	\$20,000
Sub-Total			\$20,000
11 Fire Department			
a. Personal Protective Equipment	Costs for personal protective equipment and gear for fire, special operations, hazardous material, EMS, and rescue responses	Ambulance Receipts	\$50,000
Sub-Total			\$50,000
Grand Total			\$1,436,211

Or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

1. SELECT BOARD

1a. Integrated Water Resource Management Planning and Implementation - These funds will be used to complete a comprehensive update to the Town's Integrated Water Resource Management Plan, which was first developed over a decade ago, including an overview of relevant state regulations; town regulations related to water quality protection; contaminant sources and their impacts on Brewster's water quality; coastal estuary watershed management;

pond watershed planning, evaluation, restoration, and management; wastewater management; drinking water protection; and stormwater management. The updated plan will identify potential funding sources and a proposed implementation schedule.

Funding from this annual article will also be used to provide support and technical assistance to the Town's Water Resource Task Force and Pleasant Bay Alliance, responding to new MA Department of Environmental Protection watershed regulations for Herring River, Bass River, and Swan Pond, and working on related water quality improvement projects. The Town secured \$77,053 in state grant funding this spring for preliminary watershed planning and analysis work in these areas this year.

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

1b. Nauset Elementary School Regionalization & Efficiency Study - These funds will be used to gather and analyze data for the elementary schools in all four towns regarding operating expenses, staffing levels, student-to-teacher ratios, enrollment trends, facility utilization, physical building conditions, anticipated capital expenditures, and student transportation systems to identify potential efficiencies across the schools and help inform future decision making about opportunities to reduce elementary school capital and operating expenses while maintaining the district's high educational standards.

These funds will also help assemble and account for similar data for the middle school, which is facing comparable challenges in terms of managing operating expenses, declining enrollments, and looming capital needs to better understand the extent to which greater efficiencies could be gained across the entire district. This project seeks to broadly examine advantages and challenges to some form of consolidation and/or regionalization across our elementary schools.

In coordination with the School Committees in all four towns in the district, the Towns submitted a joint application for state grant funding to advance this initiative in Winter 2024. The grant funding was not awarded based on a lack of available funds, so the towns are now seeking to secure local appropriations to undertake this study. We expect that Orleans will request \$50,000 at their Town Meeting this spring and Wellfleet and Eastham will each request \$25,000 to share the costs.

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

2. ELEMENTARY SCHOOL DEPARTMENT

2a. Combined Technology Upgrades and Improvements – These funds will be used to continue with the K-5 technology plan for both Eddy and Stony Brook Elementary Schools, including replacing iPads, computers, network printers and laptops, switches and access points for wi-fi.

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

2b. Combined HVAC, Plumbing, Electric Maintenance & Repairs – These funds will be used to make repairs to the mechanical systems at both Elementary Schools as needed.

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

2c. Combined Painting – These funds will be used for regularly scheduled interior and exterior painting at the Stony Brook and Eddy Schools.

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

2d. Combined Security – These funds will be used to make necessary improvements to both Eddy and Stony Brook Elementary security systems that monitor who enters the buildings and classrooms to enhance school safety.

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

2e. Stony Brook Flooring Replacement – These funds will be used to replace flooring at the Stony Brook Elementary School.

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

2f. Stony Brook Hazardous Material Abatement – These funds will be used to abate hazardous material related to the flooring replacement project at the Stony Brook Elementary School.

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

2g. Combined Textbooks – These funds will be used to purchase new textbooks and related educational materials for students and teachers at the Stony Brook & Eddy Schools.

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

3. NAUSET REGIONAL SCHOOL DISTRICT

3a. Annual Capital Plan Allocation – These funds, in the amount of \$279,646 for Fiscal Year 2025, are an assessment for the capital equipment and facilities budget for the Nauset High and Middle Schools. This program was originally approved by means of a Proposition 2 ½ override question in May of 2005, which included an annual 2.5% escalator.

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

4. NATURAL RESOURCES

4a. Fire Panel Replacement - These funds will be used to replace the fire alarm panel in the Natural Resources Building. It was first installed in 1985 and it is no longer able to be repaired.

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

5. MEDIA SERVICES

5a. Camera Upgrade (Meeting Room A) – These funds will be used to upgrade audio-visual systems in committee meeting rooms in Town Hall.

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

6. WATER DEPARTMENT

6a. Distribution Infrastructure - These funds will be used to pay for goods, materials, and professional services to maintain, repair, and upgrade the Town’s water distribution system.

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

6b. Buildings & Treatment Facilities - These funds will be used to pay for goods, materials, and professional services to maintain, repair, and upgrade the Water Department’s buildings and treatment facilities.

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

6c. Master Plan Update – These funds will be used to undertake the first comprehensive update evaluating all aspects of the Water Department since 2006. The study will analyze existing operations and infrastructure, and it will provide a long-term, strategic roadmap for the department. The Town has secured \$150,000 in state grant funding for this project, which will be reimbursed once it is complete.

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

7. DEPARTMENT OF PUBLIC WORKS

7a. MS4 Stormwater Compliance - These funds will be used to pay for services for MS4 stormwater compliance including monitoring, design, permitting and construction for stormwater related projects.

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

8. FACILITIES

8a. Meeting Room Divider Wall - These funds will be used to pay for the replacement of the current folding acoustic panel (room divider) for the public meeting rooms at Town Hall. The current system is 25 years old and it’s showing significant signs of wear.

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

9. LIBRARY

9a. Auditorium AV Upgrade – These funds will upgrade the audio-visual systems in the Library Auditorium. This room is often used for community forums and programs, but it does not currently have adequate AV systems to broadcast or tape these events.

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

9b. Facility Evaluation – These funds will be used to complete a facility conditions assessment to provide a comprehensive evaluation of the Brewster Ladies’ Library’s current physical condition and existing/potential issues and recommendations for addressing and prioritizing repairs and upgrades. With the most recent library renovation occurring nearly 30 years ago and the deferred building maintenance resulting from an anticipated new renovation that is no longer viable, this building needs to be evaluated for potential future rehabilitation. This study will identify the building’s current condition in order to prioritize repairs and devise a long-term facility plan.

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

9c. Building Safety & Security Improvements – These funds will be used to install several important safety and security enhancements at the Library to improve patron and staff safety.

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

10. RECREATION

10a. Guard Rail Replacement (Freemans Way Fields) - These funds will be used to remove and replace old wood guardrails at the Freemans Way fields which are a safety hazard.

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

11. FIRE DEPARTMENT

11a. Personal Protective Equipment - These funds will be used to purchase new and/or replacement personal protective equipment and gear for fire, special operations, hazardous material, EMS, and rescue responses. These need to be replaced due to the extended age and condition of our water/ice rescue suits and recent repairs to this essential rescue equipment.

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

OVERLAY APPROPRIATION: PRESCHOOL FAMILY SUPPORT PILOT PROGRAM

ARTICLE NO. 13: To see if the Town will vote to transfer the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)** from available overlay funds, for the purpose of funding pre-school educational opportunities for the 3- and 4-year-old population within the Town of Brewster, including all expenses incidental and related thereto, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Brewster is looking to establish a new preschool family support program starting in FY25. Over the past several years, all other Outer and Lower Cape towns have designed and implemented similar programs. Brewster’s program would provide up to \$3,000 in funding for families with children ages 3 or 4 years old to help cover the costs of preschool services by a certified childcare provider. There are no income eligibility standards for this pilot program, but the Town will collect basic demographic data from program participants. The program will be administered by a third-party provider. Funded at \$250,000 this first year, up to 75 families may be eligible to receive this financial support. Based on anticipated demand, program participants will be selected through a lottery process.

Funding for the first year of this program is from available overlay funds. This account is used to cover the costs of real estate tax abatements and exemptions. The current balance in this account is approximately \$1M. Accordingly, the costs of this program will not impact next year’s tax rate. The Town will evaluate the need for long-term funding solutions once the pilot program has been implemented.

Select Board: Yes 5, No 0, Abs 0

Finance Committee: Yes 7, No 0, Abs 0

SPECIAL REVENUE FUND: CABLE FRANCHISE FEE ACCOUNT

ARTICLE NO. 14: To see if the Town will vote to appropriate the sum of **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** from the Cable Franchise Fee Special Revenue Fund, for the purpose of offsetting costs associated with providing local cable television related purposes, including, but not limited to, the general public purpose of supporting and promoting public access to the Brewster cable television system; training in the use of local access equipment and facilities; access to community, municipal and educational meeting coverage; use and development of an institutional network and/or municipal information facilities; contracting with local cable programming services providers and/or any other appropriate cable related purposes, and including all incidental and related expenses, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Each resident's cable bill includes a line item to provide for the costs of local cable television services. These monies are retained in a special revenue account and are used to enhance local cable programming for the Town's public, education, and government channels. These funds will be used to continue these informational and educational services, and may include equipment purchases, contracted services, construction services, and labor expenses.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

RECREATION REVOLVING FUND

ARTICLE NO. 15: To see if the Town will vote pursuant to General Laws Chapter 44, Section 53E ½, and Sections 21-5 through 21-8 of the Town of Brewster's General Bylaws ("Revolving Funds"), to increase the Fiscal Year expenditure limit for the Recreation Revolving Fund to \$300,000, with such expenditure limit to be applicable from fiscal year to fiscal year, until such time as it may later be amended by Town Meeting, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Recreation Revolving Fund provides funding collected from user fees to support Recreation Department programs. It is self-sustaining and separate from the General Fund. Per state law, the total amount expended from revolving funds each fiscal year must be capped through a Town bylaw. Annual spending from the Recreation Revolving Fund has historically been limited to \$200,000. Over the past several years, the Recreation Department has expanded its program offerings, increasing both revenues and expenses related to these activities. The Town expects that trend to continue next year and beyond. Accordingly, this article seeks to increase the annual spending limit for this fund to \$300,000.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

LOCAL OPTION: SENIOR TAX WORK-OFF DESIGNEE (MGL CH 59, SEC 5K)

ARTICLE NO. 16: To see if the Town will vote, pursuant to General Laws Chapter 59, Section 5K, Paragraph 3, Subclause (1), the so-called "Senior Tax Work-off Program," to adjust the exemption to allow an approved representative, for persons physically unable, to provide such services to the Town, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Brewster’s tax work-off program for seniors and veterans matches municipal volunteer opportunities in the Town with eligible senior citizens and/or veterans who are qualified and able to volunteer their services in exchange for a reduction in their real estate tax bills. Program participants work in a variety of capacities for the Town. Residents receive a \$1,000 reduction in their tax bill in exchange for 67 hours of service or a \$500 reduction in exchange for 33.5 hours. The Town provides up to \$30,000/year for this popular program. A provision in the state law that established these programs gives towns the option to allow persons who are physically unable to directly provide these volunteer services to designate a representative to serve on their behalf. Approval of this article would allow Brewster to give senior residents this option.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

LOCAL OPTION: VETERANS TAX WORK-OFF DESIGNEE (MGL CH 59, SEC 5N)

ARTICLE NO. 17: To see if the Town will vote, pursuant to General Laws Chapter 59, Section 5N, Paragraph 3, Subclause (1), the so-called “Veterans Tax Work-off Program,” to adjust the exemption to allow an approved representative, for persons physically unable, to provide such services to the Town, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Brewster’s tax work-off program for seniors and veterans matches municipal volunteer opportunities in the Town with eligible senior citizens and/or veterans who are qualified and able to volunteer their services in exchange for a reduction in their real estate tax bills. Program participants work in a variety of capacities for the Town. Residents receive a \$1,000 reduction in their tax bill in exchange for 67 hours of service or a \$500 reduction in exchange for 33.5 hours. The Town provides up to \$30,000/year for this popular program. A provision in the state law that established these programs gives towns the option to allow persons who are physically unable to directly provide these volunteer services to designate a representative to serve on their behalf. Approval of this article would allow Brewster to give veteran residents this option.

Select Board: Yes 4, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

SEA CAMPS COMPREHENSIVE PLAN: BAY PROPERTY (3057 MAIN STREET)

ARTICLE NO. 18: To see if the Town will vote to accept the comprehensive plan for the Bay Property previously owned by the Cape Cod Sea Camps located at 3057 Main Street, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Town acquired the 55-acre Cape Cod Sea Camps property on Main Street in Fall 2021. The property was purchased for the following potential uses: habitat protection, watershed protection, open space, conservation, passive recreation, active recreation, community housing, general municipal purposes, and a community center. Since 2022, the Town has worked on developing a comprehensive plan identifying long-term future uses for the Bay Property. The plan for this property represents the recommendations of the Bay Property Planning Committee, an advisory committee of 11 volunteers from the community. The plan was informed by extensive community input.

The plan, summarized in the accompanying map, would create a community campus with numerous amenities. Over an approximately 10-year period, almost 50 camp buildings would be removed to expand green space and restore habitat, additional recreational facilities like tennis courts, athletic fields, and walking trails would be added, and a new Mass Audubon nature center would be built. Reusing some of the existing buildings, event and program space for arts and cultural activities would be created. A new playground, picnic areas, and community garden would also be constructed. Up to 7 buildings would be repurposed as workforce housing. Public enjoyment of First Light Beach and the Brewster Community Pool would continue. An 8-acre area would be held in reserve for future municipal uses and at least 10 acres would be protected by a conservation restriction.

If the Bay Property plan is approved, the Town would seek voter approval of funding for a feasibility study to gather more information to help determine if a new community center should be built on this property. No funding is associated with the adoption of this plan. If the plan is approved, funding requests would come before voters at several points in the future.

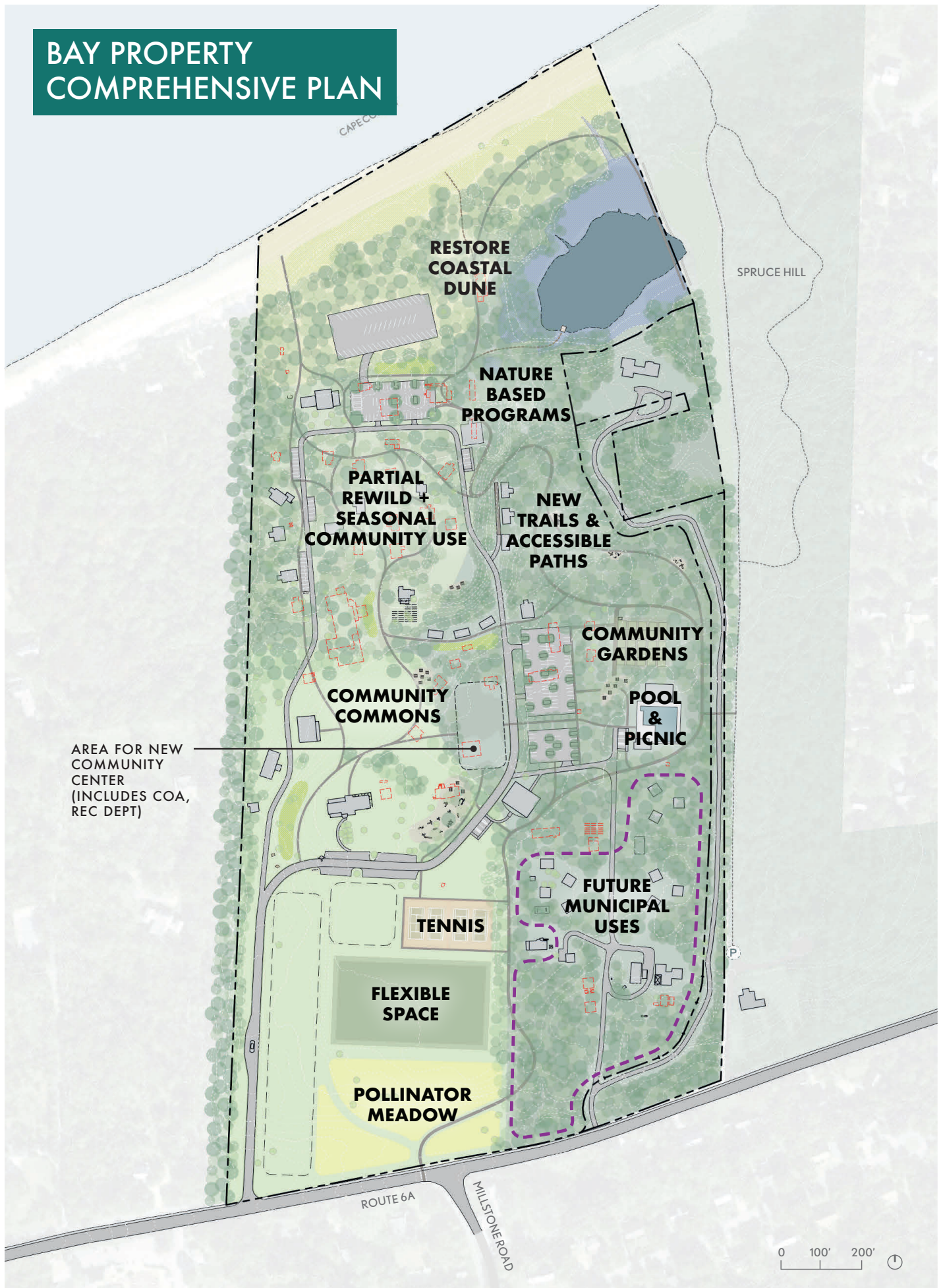
More information about the plans, including details about preliminary phasing and financing, can be found in Appendix A of the warrant which is an Executive Summary of the plans for both Sea Camps properties developed by Reed Hildebrand, the landscape architect consulting team that supported both Town committees throughout the planning process. Much more information about the properties and the plans can be found on the Town website at <https://www.brewster-ma.gov/town-projects/cape-cod-sea-camps-properties>.

Select Board: Yes 5, No 0, Abs 0

Finance Committee:

Yes 8, No 0, Abs 0

BAY PROPERTY COMPREHENSIVE PLAN



SEA CAMPS COMPREHENSIVE PLAN: POND PROPERTY (500 W.H. BESSE CARTWAY)

ARTICLE NO. 19: To see if the Town will vote to accept the comprehensive plan for the Pond Property previously owned by the Cape Cod Sea Camps located at 500 W.B. Besse Cartway, or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Town acquired the 66-acre Cape Cod Sea Camps property on Long Pond in Fall 2021. The property was purchased for the following potential uses: habitat protection, watershed protection, open space, conservation, passive recreation, active recreation, community housing, and general municipal purposes. Since 2022, the Town has worked on developing a comprehensive plan identifying long-term future uses for the Pond Property. The plan for this property represents the recommendations of the Pond Property Planning Committee, an advisory committee of 11 volunteers from the community. The plan was informed by extensive community input.

The plan, summarized in the attached map, would result in 56 acres being permanently protected by a conservation restriction. Walking trails through the wooded upland would be added, connecting to the adjacent Town owned 41-acre Long Pond Woodland conservation land. Nature-based programs would be offered through Mass Audubon and Brewster Conservation Trust. A small public beach on Long Pond would be available, and access and parking would be improved and expanded as well.

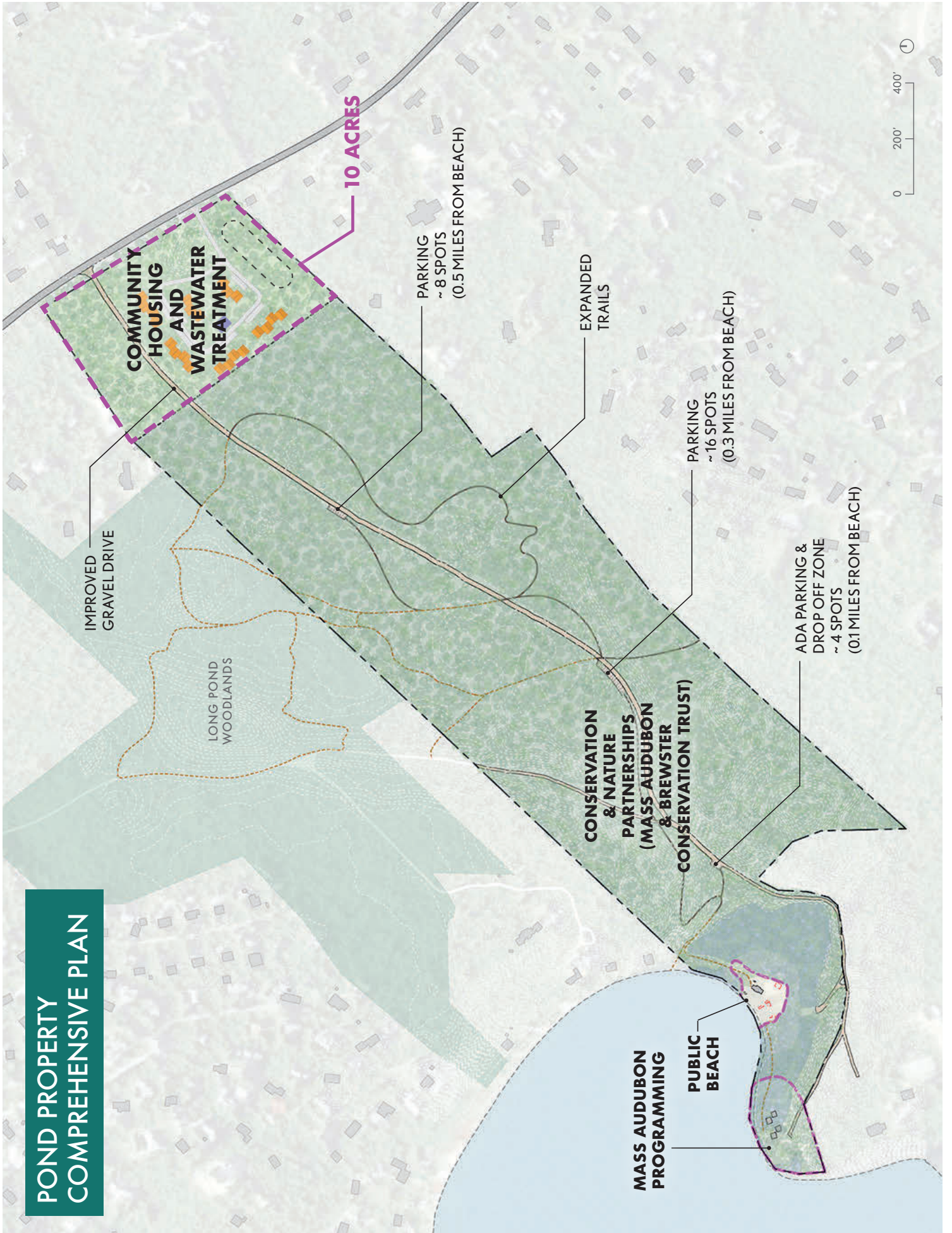
Community housing would be built on a 10-acre portion of the property closest to Route 137. New wastewater treatment infrastructure would also be constructed in this area. If the Pond Property plan is approved, the Town would seek voter approval of funding for feasibility studies to more fully define what community housing and wastewater would look like on this property. No funding is associated with the adoption of this plan. If the plan is approved, funding requests would come before voters at several points in the future.

More information about the plans, including details about preliminary phasing and financing, can be found in Appendix A of the warrant which is an Executive Summary of the plans for both Sea Camps properties developed by Reed Hildebrand, the landscape architect consulting team that supported both Town committees throughout the planning process. Much more information about the properties and the plans can be found on the Town website at <https://www.brewster-ma.gov/town-projects/cape-cod-sea-camps-properties>.

Select Board: Yes 5, No 0, Abs 0

Finance Committee: Yes 8, No 0, Abs 0

POND PROPERTY COMPREHENSIVE PLAN



TEMPORARY EASEMENTS: MILLSTONE ROAD IMPROVEMENT PROJECT

ARTICLE NO. 20: To see if the Town will vote to authorize the Select Board to acquire, by eminent domain, temporary easements for the purpose of rehabilitating Millstone Road, including, without limitation, easements for right of way, utility, drainage, access, construction, and any and all purposes and uses incidental or related thereto, in, on, under, and across those parcels of land at or near Millstone Road, or to take any other action related thereto.

(Select Board)

(Majority Vote Required)

COMMENT

The Town of Brewster is undertaking a road improvement project on Millstone Road that will include the installation of sidewalks and the creation of a consistent roadway shoulder. The roadway layout of Millstone Roads consists of a variable 40- to 50-foot-wide Town owned right-of-way. The project design has been modified to ensure no permanent easements related to sidewalk construction and drainage improvements will not be required on any residential property on Millstone Road. However, limited temporary impacts will occur on residential properties while construction is ongoing.

Over the past several months, the Town sent correspondence on multiple occasions to all impacted residents along Millstone Road to enter into right of entry and/or temporary easement agreements, but we only heard back from a limited number of residents. This article authorizes the Town to acquire temporary easements by eminent domain for the remaining properties in order to allow the contractor necessary access to undertake and complete the site work along the edge of the public right-of-way. The Town has developed a standard methodology to calculate financial reimbursement for this temporary access with will apply to all impacted residents. Copies of the project plans are available at Town offices.

Select Board: Yes 5, No 0, Abs 0

Finance Committee: Yes 8, No 0, Abs 0

PRIVATE ROAD BETTERMENT: VESPER POND NEIGHBORHOOD

ARTICLE NO. 21: To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum of money pursuant to General Laws Chapter 40, Sections 7 and 8, Chapter 297 of the Acts of 2002, Chapter 373 of the Acts of 2006, and/or any other enabling authority, said sum to be spent by the Town Manager with the approval of the Select Board, to finance temporary road repairs to the private ways known as Vesper Pond Drive, Mayflower Circle, Cranberry Lane, Deer Path Circle, Jam Lane, and Bay View Drive, including, without limitation, costs associated with engineering, construction, and reconstruction of said way, and costs incidental or related thereto, which costs shall be assessed by the Select Board as a betterment under General Laws Chapter 80, Section 1, on each parcel within the area benefiting from the improvement, all in compliance Brewster General Bylaws, Article VIII, Section 157-20, or to take any other action relative thereto.

(Select Board)

(Two-Thirds Vote Required)

COMMENT

The Town adopted a General Bylaw at the 1996 Annual Town Meeting which allows citizens to petition Town Meeting to obtain financing assistance to undertake repairs to private ways. In June 2022, the Select Board received a petition from residents for proposed road and drainage improvements in the Vesper Pond neighborhood, including Vesper Pond Drive, Mayflower Circle, Cranberry Lane, Deer Path Circle, Jam Lane, and Bay View Drive. The Planning Board approved the proposed plan in August 2022.

Town Meeting in November 2022 endorsed the betterment by a 2/3 vote and authorized financing in the amount of \$785,566.00. However, every construction bid subsequently received for the project exceeded the funding authorized by Town Meeting. Based upon the latest quotes, the total project cost is now estimated at \$1,256,636.88, including administrative expenses. Therefore, in order for the process to proceed, Town Meeting must appropriate an additional \$471,070.88.

If approved, the Town, in coordination with impacted residents, will contract out for the repair work. Once completed, the abutting property owners will then be required to reimburse the Town for the full project costs, plus interest and administrative expenses, by means of betterment assessments over a period of time. There will be no tax impacts to other residents.

Select Board: Yes 5, No 0, Abs 0

Finance Committee: Yes 8, No 0, Abs 0

DRUMMER BOY PARK ADVISORY COMMITTEE REPORT

ARTICLE NO. 22: To see if Town will vote to accept the report of the Drummer Boy Park Advisory Committee or to take any other action relative thereto.

(Select Board)

(Majority Vote Required)

COMMENT

Originally purchased by the Town in 1988, the first Master Plan for Drummer Boy Park was adopted by Town Meeting in 1995 and has informed the Town's overall approach to the property since. In Summer 2020, the Town received state grant funds to develop an updated Master Plan for Drummer Boy Park. To shepherd this important work, the Select Board formed an ad hoc Drummer Boy Park Advisory Committee charged with evaluating existing and potential future uses of the Drummer Boy Park property and developing an updated Master Plan to present to Town Meeting. The Committee was appointed in Fall 2020. From December 2020 through June 2021, the Committee met and developed a series of schematic concept plans that culminated in the presentation of a recommended plan to the Select Board in June 2021. The plan was presented to and unanimously adopted by Town Meeting in November 2021. Following the Town Meeting vote, the Select Board disbanded the Committee in December 2021.

In March 2023, a Special Town Meeting was convened to act on three citizens petitions related to the proposed Wing Island boardwalk. Article 3 originally sought to rescind the Drummer Boy Park Master Plan vote by Town Meeting of November 2021. Ultimately, Town Meeting voted to refer the 2021 Master Plan to a newly reconstituted committee to be appointed by the Select Board in consultation with the Moderator to report back to Town Meeting in May 2024.

Following the March Special Town Meeting, the Select Board approved an updated charge for a new ad hoc Drummer Boy Park Advisory Committee to re-evaluate the 2021 Drummer Boy Park Master Plan. The Select Board directed that their report may include an updated Master Plan, but any such plan shall not incorporate or include any new means of access to Wing Island. The Committee was tasked with reviewing the overall goals and recommendations identified in the 2021 Master Plan and determining whether any changes would be appropriate. The Select Board encouraged the Committee to conduct public outreach and solicit resident feedback in developing their report for Town Meeting. Members were appointed to the new Committee in July 2023 and they held their first meeting in September 2023.

Recognizing the importance of gathering the community's preferences for determining priorities for Drummer Boy Park moving forward, the Committee designed and issued a survey in Winter 2024 to gauge visitor use patterns and the importance of potential improvements at the park. Almost 1500 residents responded to the survey. Public feedback from the survey informed the recommendations of the Committee.

The Committee established the following goals regarding the selection of recommended actions and their priority:

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

The Committee ultimately agreed on the following recommendations for Drummer Boy Park:

Parking

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

Stormwater

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

Accessibility

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

Amenities

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

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

A copy of the Committee's full report can be found in Appendix B of the warrant.

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

CITIZENS PETITION: SHORT-TERM RENTAL REGISTRATION GENERAL BYLAW

ARTICLE NO. 23: To see if the Town will vote to create a registration system for short-term rentals by adopting a new General Bylaw entitled "Chapter 180 – Short-Term Rental Registration," as printed below, or take any other action relative thereto.

CHAPTER 180 SHORT-TERM RENTAL REGISTRATION

§ 180-1 Purpose

- A.** To create a registration system for short-term rentals in order to protect the health, safety, and welfare of both the occupant(s) of those rental housing units and the general public, and to maintain the quality of life in residential neighborhoods in the Town.

- B. The bylaw seeks to provide for orderly operation of short-term rentals within the Town and prevent any negative impacts on neighborhood character, housing availability, house prices, availability of long-term rental units, and impacts on infrastructure systems such as sewer/water, parking, access, fire codes, and building code enforcement.
- C. The bylaw also seeks to provide a method for correcting violations when conditions warrant and to help enforce local and state laws, codes, and regulations.
- D. The bylaw seeks to create a registration system for short-term rentals so that accurate data about how many short-term rentals are operating within the Town may be gathered, as well as to ensure public health and safety. This would also provide data to the town on who operates short-term rentals within the town.
- E. Registrations would be subject to an annual fee that would cover costs of enforcement. Fines collected would be designated for use for enforcement costs in subsequent years. Registration fees would be set by the enforcing authority at a level sufficient to cover associated costs of enforcement and registration.

§ 180-2 Definitions.

- A. As used in this chapter, the following terms shall have the meanings indicated:

“Corporation” is defined as any business or charitable entity that is required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, § 4, respectively.

“Dwelling” is defined by the Town of Brewster as a building containing three or more dwelling units. This definition includes “Dwelling, One Family Detached” and “Dwelling, One Family Security” (defined below).

DWELLING, ONE FAMILY DETACHED: A single, separate dwelling unit, designed for occupancy by one family. [Added 5-7-2012 ATM, Art. 23]

DWELLING, ONE FAMILY SECURITY: One family dwelling unit for owner occupancy or for occupancy by personnel hired by the owner for the protection of property and safe operation of a permitted use. [Added 5-7-2012 ATM, Art. 23]

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

“Fit for winter habitation” refers to a dwelling unit that is suitable for habitation in the winter in so much as that it has a heating system and proper insulation.

“Full-Time Resident” is defined as a person who either lives in Brewster for the entire tax year or who maintains a **permanent place of abode** in Brewster that they spend at least 183 days per year in, as attested by where the domicile of the responsible party is given according to tax records in the state of Massachusetts.

From mass.gov, “Your domicile, or legal residence, is your true home or main residence. You may have multiple residences at one time, but only 1 domicile. **You can't choose to make your home one place for general living purposes and in another for tax purposes.** Your legal residence is usually where you maintain your most important family, social, economic, political, and religious ties, and it depends on all the facts and circumstances per case, including good faith.”

“Occupancy” is defined as *the use or possession, or the right to the use or possession, of a room in a bed and breakfast establishment, hotel, lodging house or motel designed and normally used for sleeping and living purposes for a period of not more than 90 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee, or the use or possession or the right to the use or possession of a room in a short term rental normally used for sleeping and living purposes for a period of not more than 31 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee;* provided, however, that “occupancy” shall include the right to the use or possession of the furnishings or the services and accommodations, including breakfast in a bed and breakfast establishment, accompanying the use and possession of such a room. § 1. Definitions, MA ST 64G § 1

“Occupant” is defined as a person who uses, possesses or has a right to use or possess a room in a bed and breakfast establishment, hotel, lodging house, **short-term rental**, or motel for rent under a lease, concession, permit, right of access, license or agreement.

“Operator” is defined as a person operating a bed and breakfast establishment, hotel, lodging house, short-term rental, or motel in the Commonwealth including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such bed and breakfast establishment, hotel, lodging house, **short-term rental**, or motel.

“Operator’s Agent” is defined as a person who on behalf of an operator of a bed and breakfast establishment, hotel, motel, **short-term rental**, or lodging house: (i) manages the operation or upkeep of a property offered for rent; or (ii) books reservations at a property offered for rent; provided, however, that an “operator’s agent” shall include, but not be limited to, a property manager, property management company or real estate agent.

“Owner” is defined as the duly authorized agent, attorney, purchaser, devisee, trustee, lessor or any person having vested or equitable interest in the use, structure, or lot in question.

“Permanent Place of Abode” is defined as a dwelling place that someone, not necessarily the owner, continually maintains. This includes a place owned or leased by a spouse.

This **does not include** a camp, military barracks and housing, dormitory room, hospital room or room in any other similar temporary institutional setting; a university owned studio apartment available only to a university affiliated student, faculty and staff; **a dwelling place completely lacking both kitchen and bathing facilities, or a dwelling place that is not prepared for winter**; a hotel or motel room (but facts and situational circumstances will be taken into account before deciding); dwelling place owned by someone who, during the term of a lease, leases it either to others not related to the owner or their spouse by blood or marriage, for at least 1 year, or where the individual has no right to occupy any portion of the premises and who does not use such premises as his or her mailing address during the term of the lease; dwelling place that is maintained only during a temporary stay in Massachusetts for accomplishing a particular documented purpose. A temporary stay is defined as a predetermined period of time **not to exceed 1 year**.

"Person" is defined as an individual, partnership, trust or association, with or without transferable shares, joint-stock company, corporation, society, club, organization, institution, estate, receiver, trustee, assignee or referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of individuals acting as a unit.

“Property Owner” is defined as any person who alone, or severally with others, has legal or equitable title or a beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee, or other person appointed by the courts.

“Short-Term Rental” is defined as an owner-occupied, tenant-occupied, or non-owner occupied property including, but not limited to, an apartment, house, cottage, condominium, or a furnished accommodation (such as a bedroom within a residential dwelling) that is not a hotel, motel, lodging house or bed and breakfast establishment, where: (i) at least 1 room or unit is rented (for a fee) to an occupant or sub-occupant for a period of not more than 31 consecutive calendar days; and (ii) all accommodations are reserved in advance; provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such. Excludes hotels licensed under M.G.L. Chapter 140, section 6; motels licensed under M.G.L. Chapter 140, section 32B; lodging establishments licensed under M.G.L. Chapter 140, section 23.

“Unfit for winter habitation” refers to a dwelling unit that is not suitable for habitation during the winter, in that the dwelling lacks a heating system and/or lacks proper insulation.

§ 180-3 Registration Requirements.

- A.** Any property owner seeking to offer a short-term rental needs to register annually with the town of Brewster for a fee set by the enforcing authority. The fees collected are solely to pay for costs associated with enforcement, such as compliance software and any positions that need to be hired. All properties that are registered would need to be in compliance with local and state ordinances, zoning bylaws, and the State Sanitary Code.

- B.** The registrants need to apply prior to Feb. 28 of each year, with the rental period running from Mar. 1 to Feb. 28 of the following year. Registrations are subject to annual renewal and fees. Registrations cannot be transferred to any other person, legal entity, or address. The registration shall be terminated upon sale or transfer of the property for which the registration has been issued.
Properties purchased after Feb. 28 will not be able to obtain a short-term rental certificate for the current registration year; owners will be able to obtain short-term rental certificates for the following registration year.

- C.** Each registrant is required to submit a sworn affidavit of compliance with their registration. The enforcing authority reserves the right to conduct inspections of properties to ensure compliance, including, but not limited to, when complaints have been made.

- D.** All short-term rentals are required to include the town-issued registration certificate number on their listings.

- E.** Contact information for the owner of a short-term rental shall be provided to the town with a current address and phone number, as well as an attestation that all persons' and entities with an ownership interest in the unit have been notified that a certificate of registration has been applied for. If the owner is a corporation (includes LLCs), the name, address, and phone number of the president and legal representative of the corporation shall be provided. If the owner is a realty trust or partnership, the name, address, and phone numbers of the managing trustee or partner shall be provided.

- F.** The name and contact information of the operator, and the operator's agent if different from the operator, must be provided to ensure that the person can respond to any emergencies that arise during occupancy within 2 hours of contact by the Town's Health Division or Police or Fire Department to complaints regarding the condition or operation of the property. Contact information must include a phone number that is available 24/7 to occupants and the above-stated public safety agencies and the information shall be posted conspicuously in the unit.

- G.** Operators will be responsible for trash removal after conclusion of an occupancy or once per week, whichever is more frequent.

- H. The maximum number of occupants in a short-term rental shall be 2 per bedroom, plus 2 additional occupants.
- I. Parking on-site shall be provided and must not impede traffic or traffic safety.
- J. Rental Certificates may be suspended or revoked for violations of the bylaw, State Sanitary Code, or any other applicable General Law, regulation, or bylaw intended to protect public health, safety, and/or the environment. Additional conditions may be imposed on the Rental Certificate in lieu of suspension or revocation.

§ 180-4 [Reserved].

§ 180-5 Violations; Enforcement.

- A. Violators will be subject to fines of \$200 per day, with each day of the violation constituting a separate offense. Any short-term rental found to be operating without a rental certificate will be subject to these fines. Violations of this regulation will be subject to the Regulation of the Town of Brewster regarding non-criminal disposition, according to Massachusetts General Laws, Chapter 40, Section 21D, and the town of Brewster’s bylaw concerning non-criminal disposition, where applicable.
- B. The enforcing and regulatory authority for the registration program is to be the Brewster Health Department.

§ 180-6 Effective Date.

- A. This bylaw shall take effect on January 1, 2025.

(Citizens Petition)

(Majority Vote Required)

COMMENT

Creating a registration system for short-term rentals would ensure that there is a way to collect data about short-term rentals, which is beneficial when assessing the housing needs of the community. A registration system also provides a way to track short-term rentals and ensure compliance with local rules and regulations by providing guidelines that short-term rentals need to comply with in order to keep their certificate. The fee for the registration system would be set by the enforcing authority (the Board of Health) to an amount reasonable to cover associated expenses.

Of the 15 towns on the Cape, only 3 have no registration system in place – Brewster, Wellfleet, and Sandwich. 80% of the towns on the Cape have some sort of registration system in place; it is time Brewster adopted one as well. Brewster should not be lagging behind our neighbors; registration systems allow towns to obtain accurate figures on the number of short-term rentals within the town, as well as accurate information about who owns and operates short-term rentals, and having a registration system in place provides a means for towns to enforce local rules and regulations.

Language in the bylaw states that property owners are required to submit a sworn affidavit of compliance with their registrations. This language is included so that not every property that is registered needs to be inspected, and instead be inspected on a case-by-case basis, such as when it is suspected that a property is not in compliance.

Currently, Brewster has nearly 1,100 short-term rentals (according to the Mass Public Registry of Lodging Operators) that are registered in the Commonwealth of Massachusetts, although the number likely exceeds that figure, as not all short-term rentals are officially registered. Given the current housing crisis, Brewster should be proactive in taking steps to collect data about housing usage in the town to better inform public policy decisions, as well as making sure short-term rentals are in compliance with local rules and regulations. Having a registration system is a way to effectively track short-term rentals and make sure that they are operating in a way that minimizes impact to the town.

Brewster also passed an ADU bylaw at Fall Town Meeting where it was specified that ADUs would need to be long-term properties. Without a registration system, there is no oversight to make sure the ADUs that are created will not be converted to STRs. This registration system provides a means of monitoring short-term rentals and a means to address violations, such as properties operating as STRs without registering.

Select Board: Yes 1, No 3, Abs 1 Finance Committee: Yes 0, No 8, Abs 0

CITIZENS PETITION: SHORT-TERM RENTAL RESTRICTIONS GENERAL BYLAW

ARTICLE NO. 24: To see if the Town will vote to limit the number of short-term rentals that a property owner can operate within the town of Brewster to one per property owner unless the property owner is a full-time resident of the town of Brewster, in which event they may then operate two properties as short-term rentals, and to amend Section 180-4 of the Town's General Bylaws accordingly by deleting the strikethrough language, and inserting the bold and underlined language, or take any other action relative thereto.

CHAPTER 180 SHORT-TERM RENTAL REGISTRATION

§ 180-4 ~~Reserved~~ Limitations; Maximum Number of Short-Term Rentals.

- A. A property owner can operate within the town of Brewster one Short-Term Rental per property owner unless the property owner is a full-time resident of the town of Brewster, in which event they may then operate two properties as short-term rentals.**
- B. In the event that an owner has properties unfit for winter habitation in excess of the short-term rental limits (1 per non-resident, 2 per Brewster resident), an exception may be granted by the enforcing authority (Brewster Health Department) so that those properties may be registered as short-term rentals in excess of the limit, if certain criteria are met.**

- (1) To qualify for an exception to the limit, a property owner must only operate registered short-term rentals in properties that are unfit for winter habitation; no exception will be granted if a property owner has a registered short-term rental in a property that is fit for winter habitation.
All short-term rentals must be registered in accordance with the bylaw.
- (2) An owner may only exceed the limit if all their registered short-term rental properties are properties that are unfit for winter habitation. If an owner has a registered short-term rental that is fit for winter habitation, they will not be eligible for an exception to the limit, even if their other registered properties are unfit for winter habitation
- (3) If an exception is granted, it can be revoked if the owner attempts to register a property fit for winter habitation as a short-term rental.
The exception may be revoked at the discretion of the enforcing authority if the property owner violates any part of the registration bylaw.
If an exception is granted, all properties unfit for winter habitation will still need to be registered as short-term rentals and will be subject to registration fees and all other parts of the registration bylaw.

- C. Short-term rentals are prohibited in dwelling units owned by a corporation.
Short-term rentals are permitted in dwelling units owned by an LLC, Trust, or S-Corp only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at time of registration.
If any shareholder, partner, or member of the legal entity already has registered short-term rentals under their own name, those will count toward the limit for the legal entity they are trying to register with.

(Citizens Petition)

(Majority Vote Required)

COMMENT

The proposed restriction bylaw is an addendum to the registration bylaw. Passing the registration bylaw does not automatically pass the restriction bylaw. The restriction bylaw seeks to limit the number of properties an owner can operate to one per owner, unless the owner is full-time Brewster resident, in which event they may operate two short-term rentals. The goal is not to stop short-term rentals, as that is unrealistic. The goal is to preserve the ability of owners to continue with short-term rentals on a small-scale, while stopping large investment groups, LLCs, corporations, and other big owners, from operating on a large-scale in Brewster.

An exception (to be made at the discretion of the enforcing authority) has been included to address properties that are unfit for winter habitation. If an owner ONLY has STRs in properties that are “unfit for winter habitation”, the enforcing authority may allow the owner to register STRs beyond the limit (1 for non-residents, 2 for residents). However, if an owner wishes to operate an STR in a property that is “fit for winter habitation”, no exemption will be granted. All properties would still need to be registered with the town and would be subject to all rules and regulations.

There is also language (taken from the Provincetown ban on corporate operation of STRs) to prevent owners from forming LLCs to skirt the restrictions.

In analyzing the assessor’s data from Brewster for FY 2022, it appears there would be 100 or fewer owners who would be impacted by the proposed bylaw, while most short-term rental operators would be able to continue their small-time operations.

The intent of the restrictions is to create more year-round housing (either as rentals or as properties for sale). Having more available properties would lower rents (or home prices), which would be beneficial to the area as a whole. Workers could stay in the towns they work in, spending their money on local goods and services, while employers would be able to stabilize wages without worrying about employee retention.

This is a cost-effective way to potentially create more housing opportunities, as building more units is not only costly, but the projects themselves also take a long time to build (and are taxing to the water table). The homes already exist, and some were once used for year-round housing. This is a way to increase year-round housing without a large capital expenditure.

Select Board: Yes 0, No 4, Abs 1 Finance Committee: Yes 0, No 8, Abs 0

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

Given under our hand and Seal of the **Town of Brewster** affixed this **8th day of April 2024**.

Edward B. Chatelain, Chair

Mary W. Chaffee, Vice-Chair

Kari Sue Hoffmann, Clerk

Cynthia A. Bingham

David C. Whitney

I, Roland W. Bassett Jr, duly qualified Constable for the Town of Brewster, hereby certify that I served the Warrant for the Town Meeting of May 11, 2024 by posting attested copies thereof, in the following locations in the Town on the **12th day** of April, 2024.

Brewster Town Offices
Brewster Ladies Library
The Brewster General Store
U. S. Post Office

Café Alfresco
Brewster Pizza House
Millstone Liquors

Roland W. Bassett, Jr. Constable

APPENDIX A:
SEA CAMPS COMPREHENSIVE PLANS EXECUTIVE SUMMARY

TOWN OF BREWSTER SEA CAMPS

Comprehensive Planning

Executive Summary

April 2024

INTRODUCTION: PURSUING THE TOWN'S VISION

In 2020, The Cape Cod Sea Camps ceased operations after a century in business, and the two properties owned by the Delahanty family — the 55-acre Bay Property and the 66-acre Long Property — were listed for sale. The Town made the successful bid, and then received the overwhelming endorsement of voters at Town Meeting in September and at the ballot in October 2021. The purchase was strategic, affording the Town a large, highly visible opportunity to apply the principles of the 2018 Vision Plan and other relevant town strategic plans, and to meaningfully expand public amenities.

In the 2021 Warrant Article approved at Town Meeting, potential uses for both properties included habitat protection, watershed protection, open space, conservation and passive recreation, active recreation, community housing, and/or general municipal purposes. Potential uses for the Bay Property also included a community center.

Seeking to shape its future more proactively, in 2023 the Brewster Vision Planning Committee developed a Local Comprehensive Plan consistent with the community goals and values identified in the 2018 Vision Plan, which was adopted at Town Meeting in Fall 2023. The planning and design of the former Sea Camps figures prominently in the realization and implementation of the vision.

PLANNING PROCESS: INFORMED BY RESIDENT INPUT

The Town of Brewster partnered with Reed Hilderbrand in 2022 to guide a comprehensive, community-led planning effort to help envision and prioritize future uses for both properties. The 14-month planning process included monthly meetings with the Bay and Pond Planning Committees as stakeholders and representatives of the community, 4 community forums, 2 online surveys, and weekly design review with relevant Town Staff. Through this process, community feedback was distilled into the following set of guiding principles:

- Expand opportunities for community use with a focus on wellness, recreation, arts and education
- Foster awareness of the sensitive ecologies and demonstrate sustainability
- Protect and conserve important natural habitat
- Contribute to the Town's affordable housing goals
- Build upon Brewster's historic, small-town, and socially inclusive character
- Build partnerships for activities and stewardship
- Re-use buildings and amenities where feasible
- Plan for long-term needs of the Town
- Balance cost with revenue generation

Community engagement was central to developing the final comprehensive plans for the properties. The team used in-person and virtual community forums to educate the community on existing site conditions, gain insight into community interests and concerns, share in-progress plans, and workshop different planning scenarios. In-person forums included interactive stations where over 450 attendees shared their input. Virtual forums included breakout groups and question and answer sessions where attendees shared feedback. Two online surveys also elicited community feedback.

COMPREHENSIVE PLANS

The final comprehensive plans respond to the unique qualities of each property, aligning proposed improvements with each location's unique natural qualities, past uses, and character. Together, the Bay and Pond Property comprehensive plans balance the interests of the Town's long-term goals by meaningfully expanding multi-generational community benefits and planning for long-term social, economic, and ecological resilience.

COMPREHENSIVE PLAN: BAY PROPERTY

COMMUNITY AMENITIES

The Bay Property comprehensive plan includes a variety of activities serving people of all ages, abilities and interests, positioning the property to become a community and cultural hub for the Town of Brewster.

Community amenities would include:

- 2.4 miles of walking trails
- 0.6 miles of biking trails and increased access from the rail trail to the Bay Property
- Mass Audubon Nature Center and nature-based programs
- Continued beach and outdoor pool access
- Fitness station loop
- Tennis courts
- Playground
- Community garden plots
- Picnic and events space at the existing outdoor pavilion
- Flexible outdoor space for athletic fields, large gatherings and events
- Flexible community-uses cabins (potential for arts studios or residencies, pop-up events, smaller gathering spaces, or other possibilities)
- Event and concessions space at the existing boathouse
- Educational and events space at the existing Arts Center
- Interim recreational uses or temporary office, classroom, or meeting space at the existing Administration building
- Potential new community center
- Re-use of up to 7 buildings for seasonal and year round workforce housing
- 8-acre area for future municipal uses

PARTNERSHIPS

Mass Audubon would partner with the Town at the Bay Property, contributing \$2 million and resources towards ecological restoration, conservation, wayfinding and trails, and educational programming.

Mass Audubon's partnership would include the funding of a new nature center and Mass Audubon office space on the northeast corner of the site, as well as a 10+ acre conservation restriction area around the existing pond.

COMPREHENSIVE PLAN: BAY PROPERTY

ECOLOGICAL RESTORATION AND CONSERVATION

The Bay Property plan includes habitat restoration along the Cape Cod Bay dunes, introduction of a pollinator meadow within the existing expansive turf lawn, expansion of the existing woodland, and a 10-acre conservation restriction in partnership with Mass Audubon in the northeast corner of the site to protect the existing pond and wetlands.

SEASONAL AND YEAR-ROUND WORKFORCE HOUSING

The final comprehensive plan designated seven existing buildings for housing including:

- Three cabins for Mass Audubon seasonal employee housing to support the future Nature Center
- Two cabins for staff housing
- Two buildings whose housing type is to be determined, including the Spruce Hill House and the Westcott House

COMMUNITY CENTER

Both the 2018 Town Vision Plan and the 2023 Local Comprehensive Plan identify a new, multi-generational community center as a priority goal for the Town. Similarly, throughout the Sea Camps community-led planning process, the community expressed widespread interest in social, recreational and educational activities that would be supported by a new community center. Given this feedback, the Bay Property comprehensive plan designates an area for a future multi-generational community center. Prior to pursuing a community center, the Town would undertake a feasibility study to confirm the programs and facilities desired by the community, the Council on Aging and Recreation Department.

The reserved zone is adjacent to the existing pool parking area and its proximity to the outdoor pool, arts center, tennis courts, and athletic fields, would provide a central location for all recreational and educational programs on the Bay Property.

FUTURE MUNICIPAL USES

The comprehensive plan builds flexibility into the plan by reserving an approximately 8-acre zone in the southeast corner of the site for Future Municipal Uses, which would be determined at a later date.

Since community and Town needs are constantly changing, this allows the Town to revisit the best use for this zone in the future. The community will have input on these uses through a separate future community planning process and Town Meeting vote for approval.

COMPREHENSIVE PLAN: POND PROPERTY

ABOUT THE PLAN

Today, the Pond Property includes a winding access drive and trail network through sixty-six acres of woodland and a former cranberry bog to reach a sheltered beach at the Cape's largest freshwater pond. The property features upland deciduous forest, pitch pine oak forest, and freshwater wetlands, all supporting a diversity of ecological communities. The comprehensive plan for the Pond Property respects the secluded nature and ecological value of the Property by carefully balancing areas for conservation and areas for future development. Access to the property is improved by widening the existing gravel drive and by providing a few parking pull-off areas for trail and beach access. This includes a small ADA parking area with an ADA-accessible pathway to the beach.

PARTNERSHIPS

The Town's partners on this property include Mass Audubon and the Brewster Conservation Trust, who would contribute resources toward ecological restoration, conservation, wayfinding and trails, and educational programming. Mass Audubon would contribute \$1.5 million and the Brewster Conservation Trust would contribute at least \$1 million towards the cost of acquiring the property. Their partnerships would include a conservation restriction on 56 acres (85% of the site), recognizing that the remaining 10 acres are designated for community housing and wastewater treatment. The proposed conservation restricted area on the Pond Property is adjacent to the Long Pond Woodland, a 41-acre Town owned conservation restricted area held by the Brewster Conservation Trust. Through their partnership on the Pond Property, the Brewster Conservation Trust would increase trail connectivity to the Long Pond Woodlands. On the southwestern edge of the Pond Property, Mass Audubon would provide nature-based educational programming including small seasonal day camp, adult nature study workshops, field trips for their Wellfleet Bay camp, afterschool programs, guided walks, kayak trips, and children's and adult programming in partnership with the Brewster Recreation Department.

COMPREHENSIVE PLAN: POND PROPERTY

HOUSING AND WASTEWATER TREATMENT

Throughout the community-led planning process, affordable housing came forward as a community priority. Providing affordable housing is also supported by the Town Vision Plan, the Local Comprehensive Plan, the Housing Production Plan, and the Select Board Strategic Plan. The Pond Property comprehensive plan carefully balances areas for conservation and areas for future development by reserving a 10-acre zone adjacent to Route 137 for affordable housing. The creation of new housing on municipal owned land is in line with the goals of the Town's Housing Production plan to diversify housing options in Brewster by expanding access for a range of income levels, preventing displacement of current residents and facilitating housing mobility.

Housing would be accompanied by a wastewater treatment plant to serve new housing development on the Pond Property, and eventually connect to other residences in the surrounding neighborhoods to replace traditional septic systems. Wastewater infrastructure would fully offset any impacts of new housing units and may help the Town meet nitrogen mitigation requirements of Pleasant Bay and/or Herring River watershed permits.

BAY AND POND PROPERTY IMPLEMENTATION: PHASING AND COST

PHASING

The Bay and Pond Property comprehensive plans would be realized through a phased implementation focused on near-term recreational, arts and educational programming and long-term partnerships toward restoration of natural habitat, contribution to affordable housing goals, and revenue generation. The Pond Property would be implemented over ~5 years and the Bay Property would be implemented over ~10 years.

For the Bay Property, Phase 1 would include a community center feasibility study. Phase 3 would include community center design and Phase 5 would include community center construction, both of which would only be pursued if Brewster voters decide to move forward following the feasibility study.

BAY PROPERTY COST ESTIMATION

	CONSTRUCTION	ADDITIONAL COSTS (DESIGN AND CONTRACTOR FEES, PERMITTING, CONTINGENCY, ESCALATION)	TOTAL PER PHASE	POTENTIAL OTHER FUNDING	BALANCE TO BE FINANCED
Phase 1 2025-2027 (0% escalation)	\$4,700,000	\$3,600,000	\$8,300,000	\$1,500,000	\$6,800,000
Phase 2 2027-2029 (5% escalation)	\$3,500,000	\$1,900,000	\$5,400,000	\$2,700,000	\$2,700,000
Phase 3 2029-2031 (10% escalation)	\$2,800,000	\$7,600,000	\$10,400,000	\$1,400,000	\$9,000,000
Phase 4 2031-2033 (15% escalation)	\$3,500,000	\$3,100,000	\$6,600,000	\$1,100,000	\$5,500,000
Phase 5 2033-2035 (20% escalation)	\$19,300,000	\$11,700,000	\$31,000,000 (Community Center Construction)		\$31,000,000
Total	\$33,800,000	\$27,900,000	\$61,700,000	\$6,700,000	\$55,000,000

POND PROPERTY COST ESTIMATION

	CONSTRUCTION	ADDITIONAL COSTS (DESIGN AND CONTRACTOR FEES, PERMITTING, CONTINGENCY, ESCALATION)	TOTAL PER PHASE	POTENTIAL OTHER FUNDING	BALANCE TO BE FINANCED
Phase 1 2025-2027 (0% escalation)	\$1,400,000	\$900,000	\$2,300,000	\$500,000	\$1,800,000
Phase 2 2027-2029 (5% escalation)	\$100,000	\$400,000	\$500,000	\$300,000	\$200,000
Phase 3 2029-2031 (10% escalation)	\$2,100,000	\$2,400,000	\$4,500,000	\$4,500,000	\$0
Total	\$3,600,000	\$3,700,000	\$7,300,000	\$5,300,000	\$2,000,000

Phase 4 2031-2033	*Cost TBD (cost to connect residents to new wastewater treatment plant)
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FINANCING

If the plans are approved by Town Meeting in May, the Town anticipates asking Brewster voters to approve up to three rounds of excluded debt to help finance the plans over the next decade.

- **Round 1** would include funding for all phases of the pond plan and the first two phases of the bay plan, including the community center feasibility study (\$300,000). It would be brought to Town Meeting and the ballot in Fall 2024.
- **Round 2a** would include phases 3 and 4 of the bay plan, excluding the community center design.
- **Round 2b** would include the community center design. These debt exclusions would likely be brought to Brewster voters in 2028.
- **Round 3** would fund phase 5 of the bay plan, which is construction of the new community center (if applicable). Based on the current timeline, this final funding request would be around 2031.

The phasing and financing plans are based on current information and may change over time based on community feedback and available resources.

	PHASES	YEAR	ANTICIPATED DEBT ISSUANCE	TAX RATE IMPACT*	TAX BILL IMPACT ON MEDIAN HOME**
Round 1	All Pond + Bay 1&2	2024	\$11.4M	+\$0.11/1000	+\$77
Round 2a	Bay 3&4 (no community center design)	2028	\$9.2M	+\$0.09/1000 (\$0.20 total)	+\$63 (\$140 total)
Round 2b	Bay 3&4 (community center design)	2028	\$5.3M	+\$0.05/1000 (\$0.25 total)	+\$34 (\$174 total)
Round 3	Bay 5	2031	\$31M	+\$0.30/1000 (\$0.55 total)	+\$216 (\$390 total)

* would impact the following fiscal year tax bills - eg. 2024 approval would impact FY26 tax bills (Fall 2025)

** assumes 25 year level debt term and conservative 3.85% interest rate (Brewster has the highest possible bond rating, AAA, which helps secure the lowest possible interest rates)

NOTE: Current median residential home value in Brewster is \$710,000.

The total estimated cost to implement both plans except for community center design and construction is \$20.6M. Total projected tax impacts of this work would be \$.20/1000 or \$140/year for 25 years for the average resident.

APPENDIX B:
DRUMMER BOY PARK ADVISORY COMMITTEE REPORT



Report on the 2021 Drummer Boy Park Master Plan

Submitted by

Drummer Boy Park Advisory Committee

April 8, 2024



Drummer Boy Park Advisory Committee

Members

Katharine Scott, Chair

Devin McGuire, Vice Chair

Chris Ellis (Recreation Committee), Clerk

Jillian Douglass

Allyson Felix

Jay Green (Council on Aging)

Patricia Hughes (Natural Resource Commission)

Liaisons/Representatives (non-voting)

Select Board: David Whitney

Cape Cod Museum of Natural History Representative: Ray Hebert

Brewster Conservation Trust: Hal Minis

Brewster Historical Society: Sally Gunning

Town Support Staff

Town Manager: Peter Lombardi

Natural Resources Director: Chris Miller

DPW Director: Griffin Ryder

Recreation Director: Mike Gradone

COA Director: Elton Cutler

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1. Background and Charge

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

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

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

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

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

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

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

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

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

2. Committee Planning Process

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

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

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

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

2.1 2021 Drummer Boy Park Master Plan

The goals of the 2021 plan were to:

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

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

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

2.2 Drummer Boy Park Survey

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

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

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

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

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

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

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

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

3. Recommendations for action

3.1 Framework for actions

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

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

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

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

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

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

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

3.2 Committee Recommendations

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

Parking

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

Stormwater

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

Accessibility

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

Amenities

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

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

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

DBP:APPENDIX A

2021 Drummer Boy Park Master Plan Recommended Actions

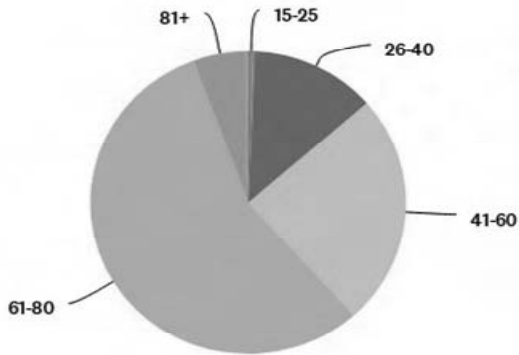
(Summarized from Figure 4.1, Recommended Master Plan, of the 2021 Master Plan)

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

DBP:APPENDIX B

SURVEY RESULTS

RESPONDENT CHARACTERISTICS



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

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

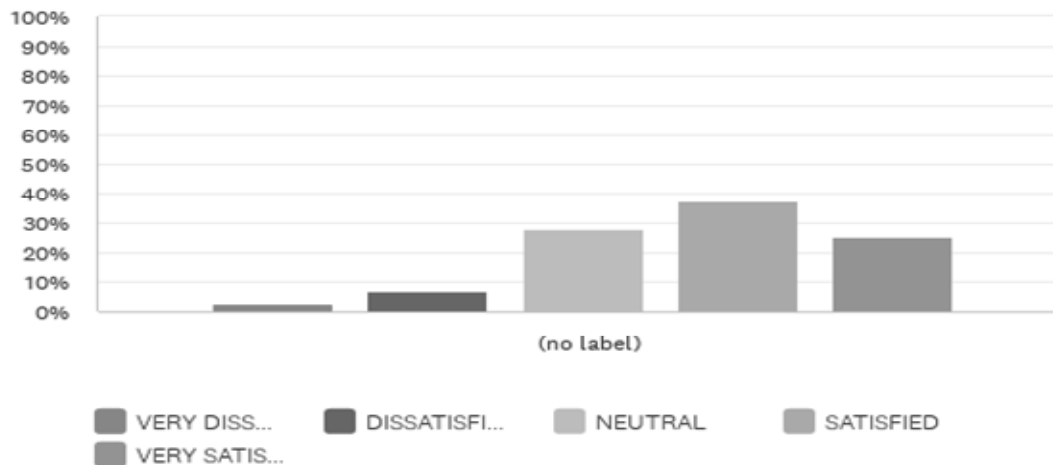
YEARS OF RESIDENCE	n	%
5 or less	278	19.2
6-10	252	17.4
11-20	289	19.9
More than 20	630	43.5

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

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

PARKING

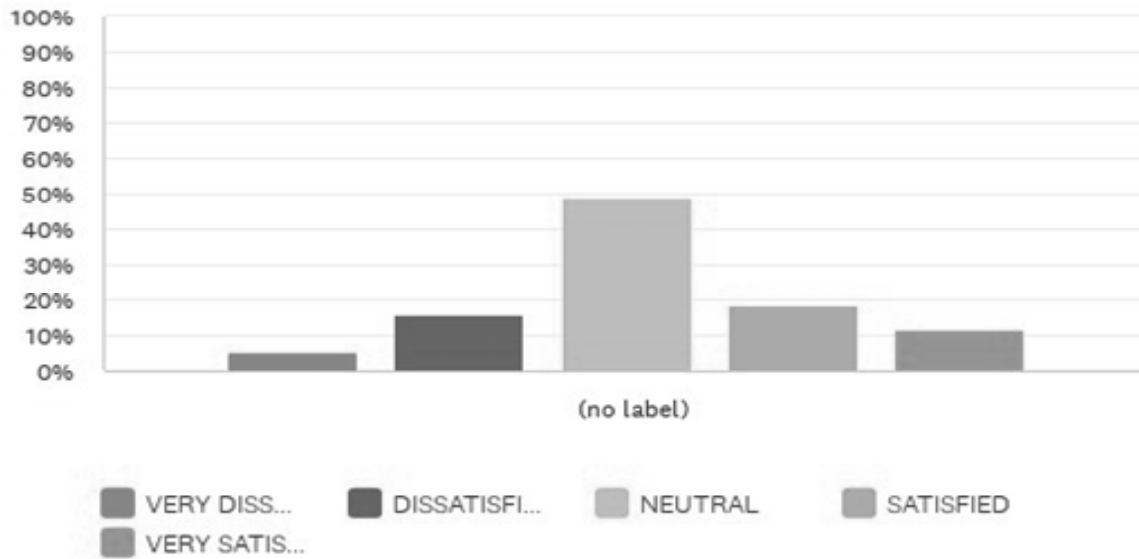
Satisfaction with Current Parking (5-point measure)	n	Mean	SD
	1352	3.8	1.0



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

STORMWATER MANAGEMENT

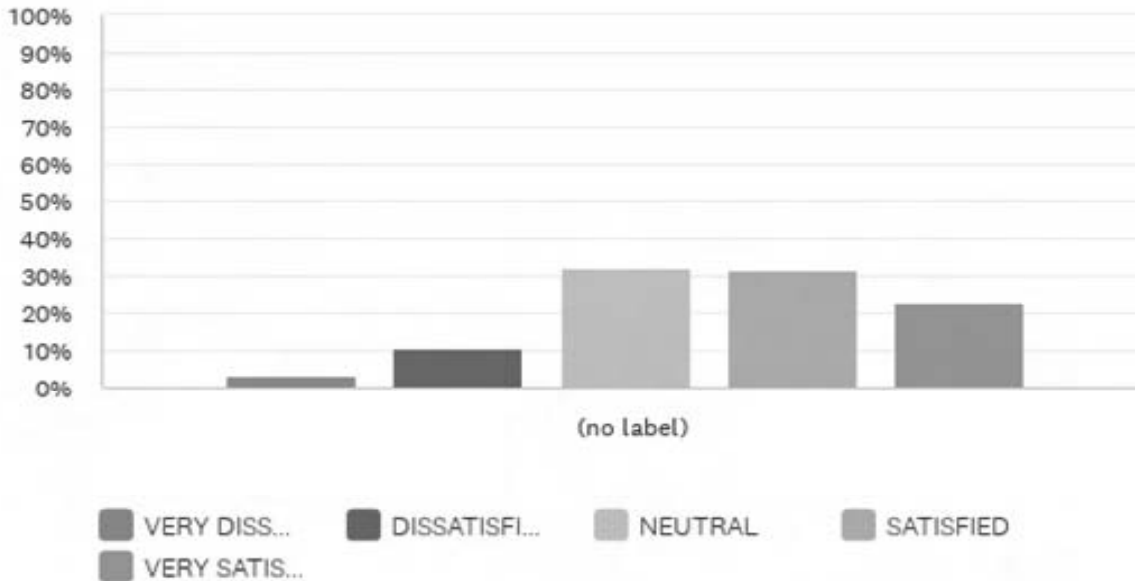
Satisfaction with Current Stormwater Conditions (5-point measure)	n	Mean	SD
	1269	3.2	1.0



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

ACCESSIBILITY AND CONNECTIVITY

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

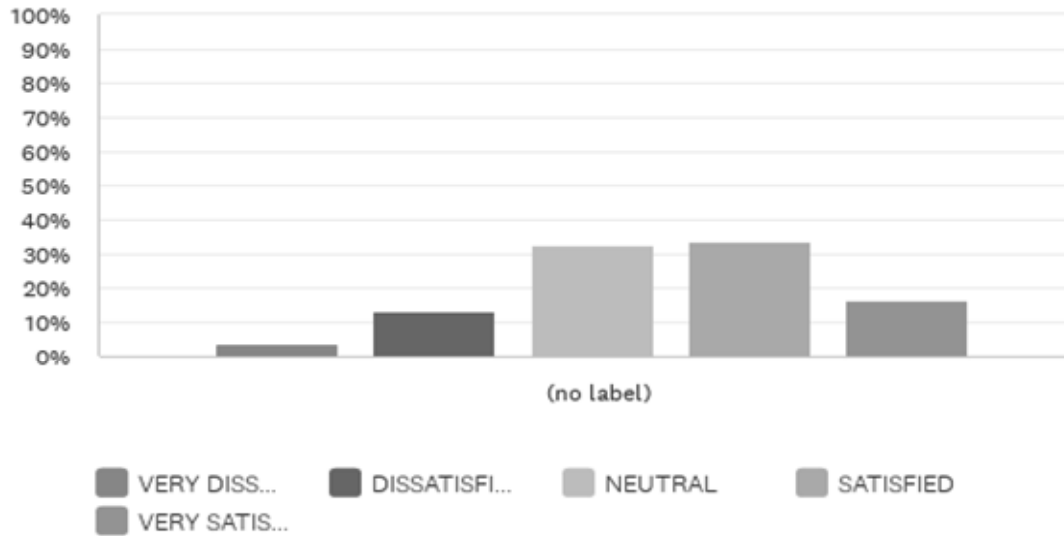


Potential Improvements (4-point Measure of Importance)	n	Mean	SD
Extending current network of paved paths	1261	2.0	1.1
Adding distance markers on paved paths	1271	1.7	1.0
Placing additional benches at spaced intervals for those with mobility challenges	1278	2.6	1.0
Making the woodland trail more accessible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

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

PARK AMENITIES

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



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

MODERATOR'S RULES REGARDING TOWN MEETING

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

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

TOWN MEETING PROCEDURE

THE MODERATOR has absolute control of the town meeting.

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

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

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

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

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

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

MOTIONS

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

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

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

POSTPONE

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

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

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

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

LIMIT CONSIDERATION

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

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

POINT OF ORDER

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

VOTES ON MAIN MOTIONS

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

EXCEPTIONS

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

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

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

GLOSSARY OF FINANCIAL TERMS

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

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

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

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

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

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

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



For Your Information

April 23, 2024

1. Joint Base Cape Cod website launch and open house sessions
2. MassDOT Administrator's Report
3. Cape Cod Bridges Program Outreach Events
4. Health and Human Services Grant Report (South Coastal Counties Legal Services)
5. Alewife Committee Applications
 - a. Abigail Archer
 - b. Owen Nichols
6. Letter of Resignation from the Cultural Council
7. Memo Re. Additional Sand at Paine's Creek
8. Resident email regarding leaf blowers
9. Disposal fee waiver Cape Cod Sea Camps

Archived: Friday, April 12, 2024 1:37:37 PM

From: [Hokenson, Erik](#)

Sent: Friday, April 12, 2024 10:21:06 AM

To: [Hokenson, Erik](#)

Subject: JointBaseCC.com is Live!

Importance: Normal

Sensitivity: None

Attachments:

[JBCC Open House Flyer 5-8-24.pdf](#) 

Thank you for your interest in Joint Base Cape Cod. MassDevelopment, in partnership with Joint Base Cape Cod, the Commonwealth of Massachusetts, and other stakeholders, is analyzing potential scenarios for the redevelopment of land no longer required by JBCC. Our website, jointbasecc.com, is now live and we'd love to hear from you. Please visit to learn more about the study, ask any questions you have, and share your ideas, which will be sent straight to us. You can also subscribe for future updates.

MassDevelopment is hosting two open house sessions on Wednesday, May 8. The first session will be 2:30-4 PM at the Bourne Community Center, 239 Main Street, Buzzards Bay. The second session will be 5:30-7 PM at the JBCC Welcome Center, Building 1805, Buzzards Bay. Each session will begin with a brief presentation and provide an opportunity to share your thoughts about the future redevelopment of JBCC. (Both sessions will be the same.) You can RSVP for either session [here](#).

Please let me know if you have any questions.

Thanks again,
Erik

Erik Hokenson

Vice President, Real Estate Development

MassDevelopment

The Commonwealth's Development Finance Agency & Land Bank

99 High Street, Boston MA 02110

Direct: 617.330.2038

Mobile: 857.202.9809

ehokenson@massdevelopment.com

massdevelopment.com

Community Forum

JOINT BASE CAPE COD DIVESTMENT PARCELS ANALYSIS UPDATE

MAY 8, 2024



We want to hear from you! Please join us for an open house session on **Wednesday, May 8, 2024**. Each session will begin with a brief presentation about the **Divestment Parcels Analysis Update** and provide opportunity to share your thoughts about future redevelopment opportunities at JBCC.

There are **two opportunities to participate:**

- 1. Afternoon Session: 2:30-4:00 PM**
Bourne Community Center
239 Main Street, Buzzards Bay, MA
- 2. Evening Session: 5:30-7:00 PM**
JBCC Welcome Center, Building 1805
Connery Avenue, Buzzards Bay, MA

Questions?

Erikk Hokenson
Vice President, Real Estate Development
ehokenson@massdevelopment.com

More details at jointbasecc.com



RSVP's are encouraged at
tinyurl.com/jointbasecc
or by scanning the QR code



DODSON & FLINKER
Landscape Architecture and Planning

Administrator's Report

April 17, 2024

MassDOT Program Preview

On March 27th, we had our annual Program Preview with MassDOT. The Program Preview gives CCRTA a chance to highlight our previous year's accomplishments and highlights, how we have dealt with the workforce shortage, planned goals and objectives for the upcoming fiscal year. We also reviewed the FY 2024-2025 SCA MOU performance metric reporting, monthly ridership for September 2013 – 2023, Low/Zero Emission Fleet transition and our Fare Free program. MassDOT was exceptionally happy with our past, present and future plans. They commended CCRTA for paying off the Revenue Anticipation Notes in its entirety, the only Regional Transit Authority to accomplish that outcome.

MassDOT Audit

Beginning in December, the MassDOT started their own audit. Following collection of many documents electronically, the auditor was at CCRTA for two days at which time he interviewed various personnel about various systems and processes. They also did site visits at both Hyannis Transportation Center and our Operations Center in Dennis. In the exit audit conference, the MassDOT auditors indicated they were very pleased with the cooperation of the CCRTA team, the quality of the documentation provided and indicated there were no audit findings. We are currently awaiting our draft report.

SmartDART Expansion

The CCRTA's expansion of its SmartDART service across Cape Cod, slated for June coinciding with summer schedules, marks an exciting development for local transportation. With coverage extending to the lower and upper cape, this expansion promises enhanced accessibility for residents and visitors alike.

The bolstering of resources for micro-transit services in the upper and mid Cape areas reflects a commitment to meeting the diverse needs of the community. SmartDART's on-demand booking feature offers flexibility, catering to the dynamic travel requirements of customers.

Efforts to integrate SmartDART with existing fixed route and Dial-a-Ride (DART) transit services underscore a holistic approach to transportation solutions. By leveraging synergies between different transit options, the CCRTA aims to optimize efficiency and convenience for passengers.

The continued growth in SmartDART ridership underscores its popularity and utility among commuters. As the CCRTA explores innovative ways to further integrate SmartDART with its fleet and service demands, the expansion represents a significant milestone in Cape Cod's transportation landscape.

New Fare Collection System – “Go Card”

New fare collection equipment is being installed on fixed route vehicles that will allow customers to use an account-based fare system. This system will provide much more flexibility to our customers and make fare management and data collection easier for our staff. Customers will be able to manage their account via

smartphone app and will present their new smartcard upon boarding the bus. Equipment will continue to be installed over the spring as CCRTA plans transition from the existing fare systems to the new one.

Older Adults and Persons with a Disability Fixed Route Free Fare Program

The Free Fare Program implemented on February 1st has proved to be very effective with almost 800 older adults and over 200 people with a disability registering in the program as of the writing of this report. The success of the Free Fare Program can also be attributed, in part, to our community outreach. Through our collaboration with the Councils on Aging, we have been able to effectively reach out to older adults and persons with a disability, ensuring they are aware of and able to access the program. By conducting Go Card registration sessions in coordination with our Travel Training assemblies, we have not only provided practical assistance in signing up for the program but also offered valuable education on how to navigate public transportation effectively. This approach has not only increased participation but has also empowered individuals to confidently utilize public transportation, thereby enhancing their mobility and overall quality of life. We have enjoyed a 14% increase in fixed route ridership year over year since the implementation of the program.

Electric Vehicle/Zero Emission Vehicle and Supporting Infrastructure Update

The CCRTA continues to make substantial progress on its migration from fossil fuel vehicles to battery electric and zero emission vehicles, including the required supporting infrastructure. In support of this goal, the CCRTA undertook a comprehensive effort to review and fine-tune the November 2023 vehicle migration plan issued by Hatch, the consulting firm the CCRTA engaged to conduct this study. The CCRTA's updated plan provides detailed recommendations on vehicle replacements through 2030. While a large share of the transit service vehicles replaced over this time period will be electric and hybrid buses, there is recognition that vehicle battery technology has not sufficiently advanced to support the distances traveled by CCRTA's buses on all fixed routes and, in many cases, for on-demand DART/SmartDART transit services. For that reason, a share of the smaller and medium sized transit vehicles replaced in the near future will be fossil fuel vehicles. However, we expect battery technology to advance rapidly over the next few years, and we will continually evaluate our vehicle migration/replacement plan to adjust as needed. A summary of past accomplishments and current efforts underway is provided as follows:

- Previously installed 20 Level-2 EV charging units at the Hyannis Transportation Center with funding fully covered by the Eversource "Make Ready" program.
 - There has been a continuous year-over-year increase in the public use of the EV charging units since installation in 2019.
- Through April 5, 2024, 16 Ford Transit EVs have been delivered to the CCRTA's Operations facility in South Dennis, MA, with an additional 4 EVs expected within the next month.
 - Along with the EVs, 20 Level-2 chargers were supplied: 10 units which have been installed and are in use at the Operations facility and 10 units presently under discussion for future installation in strategic locations across the Cape.
 - Full funding for the EVs and EV charging units provided through the MassDOT Mobility Assistance Program (MAP).
 - CCRTA is in the process of outfitting these vehicles, with deployment in its paratransit system occurring in the upcoming months.
- Placed an order for 6-Gillig 35' electric buses, fully funded through a \$7.6 million grant provided under the VW settlement agreement.
 - VW settlement funding includes the procurement and installation of 6 Level-3 Fast Chargers, which will be installed at the Operations facility within the next year.

- Gillig’s EV bus production “build-out” timeline is 22-months, with an expected delivery date in early 2026 and deployment shortly thereafter.
- Over the next 18 months, will be installing an additional 32 Level-2 EV charging units at the Operations facility in South Dennis, MA and 4 Level-3 Fast Chargers at the Hyannis Transportation Center, in support of the continued migration to electric vehicles.
 - Working in close collaboration with Eversource to request funding through the “Make Ready” program to cover most of the costs associated with this initiative.
- Over the next 2-years, the CCRTA will be ordering 18-low emission 35’ Gillig hybrid buses, to replace the existing fleet of fossil fuel Gillig buses that have exceeded their useful life in both age and milage.
 - CCRTA is in the process of submitting a grant application under the Federal Transit Administration’s “Low-No” grant to cover the cost of this procurement.
 - Gillig’s hybrid bus production “build-out” timeline is 22-months from the date the order is placed.
- In preparation towards the migration to electric-powered vehicles, CCRTA has worked closely with the Operating company to provide extensive training for the implementation, operation, storage, charging, and maintenance of the EV buses.
 - The EV training program is currently underway and consists of both hands-on and didactic instruction for each employee craft, including drivers, mechanics, supervisors, trainers, dispatchers, administrative staff and managers.
 - Each team member is required to attend multiple classes over the course of the next two months.
 - Drivers and mechanics will receive continued monthly EV instruction thereafter, in addition to the traditional safety training.
 - We are in the process of a paced implementation of electric vehicles as the teams become fully trained.
- Further complementing the CCRTA’s migration to electric and hybrid buses, several collaborations are in place, including:
 - Involvement with Cape Tech Schools and Cape Cod Community College regarding EV/ZEV training programs.
 - In partnership with the Cape Cod Gateway Airport, secured grant funding for a study and construction of a microgrid on airport property that will support CCRTA’s electric bus charging needs in the event of an emergency power failure.
 - Work closely with the Cape Cod Climate Change Collaborative (i.e. 5Cs) and our multi-modal transportation partners on numerous topics involving electric vehicle charging infrastructure.

Cape Cod Climate Change Collaborative

I have been asked to be a panelist at the Big Blue Conference which will be held on April 30th at Aloft Aviation at the Cape Cod Gateway Airport. The Big Blue Conference is the Cape Cod Blue Economy Foundation's annual conference curated to spark conversations and inspire actions relevant to the vitality of Cape Cod and the surrounding Blue Economy. Presenters and attendees are community leaders, industry professionals, global experts and advocates as well as Cape Cod marine businesses and workers.

Archived: Friday, April 12, 2024 1:36:49 PM

From: [MassDOT](#)

Mail received time: Fri, 12 Apr 2024 14:51:42

Sent: Friday, April 12, 2024 10:51:43 AM

Subject: Cape Cod Bridges Program - Spring Outreach Events

Importance: Normal

Sensitivity: None



The Cape Cod Bridges Program

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

On April 25, MassDOT will host a Virtual Public Meeting, and on May 13, MassDOT will host an in-person Open House in Bourne. At these events, there will be information on the status of the Program, project funding and federal grants, scoping of the Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA), and next steps. All views and comments submitted in response to these events will be reviewed and considered to the maximum extent possible.

Virtual Public Information Meeting

Date: Thursday, April 25, 2024

Time: 6:00 p.m., EST

Location: Zoom

To Register: <https://www.mass.gov/event/cape-cod-bridges-program-bourne-virtual-public-information-meeting-42524-2024-04-25t180000-0400-2024-04-25t200000-0400>

In-Person Open House

Date: May 13, 2024

Time: Afternoon: 12 p.m. to 3 p.m., and evening: 5 p.m. to 8 p.m. EST

Location: Bourne Veteran's Memorial Community Center, 239 Main Street, Buzzards Bay, MA

Note: This event includes display stations with visuals and team members, rather than a formal presentation, and the public is encouraged to attend at the most convenient time.

[English Event Flyer](#)

[English Event Flyer](#)
[Portuguese Event Flyer](#)
[Spanish Event Flyer](#)

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

If information is needed in another language, please contact the MassDOT Title VI Specialist by phone at (857) 368-8580.
Caso esta informação seja necessária em outro idioma, favor contar o Especialista em Título VI do MassDOT pelo fone 857-368-8580.
Si necesita información en otro lenguaje, favor contactar al especialista de MassDOT del Título VI al 857-368-8580.
如果需要使用其它语言了解信息，请联系马萨诸塞州交通部（MassDOT）《民权法》第六章专职人员，电话 857-368-8580。
如果需要使用其它语言了解信息，請聯系馬薩諸塞州交通部（MassDOT）《民權法》第六章專職人員，電話 857-368-8580。



[Questions?](#)
[Contact Us](#)

STAY CONNECTED:



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

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

SOUTH COASTAL COUNTIES LEGAL SERVICES, INC.

Administrative Office
TEL (508) 676-5022
FAX (508) 676-8657

P.O. Box 2507
Fall River, MA 02722-2507

March 31, 2024

Connor Kenny, Town Administrator
Town of Brewster
2198 Main Street
Brewster, MA 02631-1898

Dear Mr Kenny:

Please see the attached report for a statistical summary of services provided to the residents of your town for the period from January 1, 2024 to March 31, 2024. If you have any questions or suggestions, please feel free to call me.

Thank you for your continued interest and support of South Coastal Counties Legal Services, Inc.

South Coastal Counties Legal Services, Inc.
Administration Office
P.O. Box 2507
Fall River, MA 02722-2507

Best Regards,



Tom Kelley, Chief Financial Officer
Direct Dial 774-488-5941
tkelley@sccls.org

Enclosure

South Coastal Counties Legal Services is funded by individuals, corporations, municipalities, foundations, and the following partners:



SCCLS is a 501(c)(3), not for profit agency. All funds received by SCCLS are spent in accordance with the Legal Services Corporation Act of 1974, as amended 1977, 42 U.S.C. §§ 2996 et. seq., its implementing regulations, 45 C.F.R. § 1600 et. seq., and other applicable law.

South Coastal Counties Legal Services, Inc.
Cases Closed, Opened and Active
1/1/2024 to 3/31/2024
Brewster

<u>Type of Legal Problem (All Cases)</u>		<u>Type of Service Provided (Closed Cases Only):</u>	
<i>Consumer/Finance</i>	4	<i>Advice and Counsel</i>	6
<i>Education</i>	0	<i>Brief Service</i>	0
<i>Employment</i>	0	<i>Negotiated Settlement w/o Litigation</i>	0
<i>Family</i>	0	<i>Negotiated Settlement w/ Litigation</i>	0
<i>Juvenile</i>	1	<i>Administrative Agency Decision</i>	0
<i>Health</i>	1	<i>Uncontested Court Decision</i>	0
<i>Housing</i>	8	<i>Contested Court Decision</i>	0
<i>Income Maintenance</i>	6	<i>Appeals to Appellate Court</i>	0
<i>Individual Rights</i>	0	<i>Other (incl. C, D, E)</i>	0
<i>Miscellaneous</i>	2	<i>Extensive Service</i>	0
<i>Total Cases:</i>	22	<i>Total Cases Closed:</i>	6

Summary Statistical Information

<i>Total Cases Opened</i>	12
<i>Total Cases Active</i>	16
<i>Total Cases Closed</i>	6

Client Profile Information

<u>Gender</u>		<u>Ethnicity</u>	
<i>Total Male:</i>	4	<i>White:</i>	20
<i>Total Female:</i>	17	<i>Black:</i>	0
<i>Unknown/Group:</i>	1	<i>Hispanic:</i>	0
		<i>Native American:</i>	0
		<i>Cape Verdean:</i>	1
		<i>Asian:</i>	0
		<i>Brazilian:</i>	0
		<i>Other:</i>	1
 <u>Age</u>			
<i>Total Under 60:</i>	4		
<i>Total 60-69:</i>	8		
<i>Total 70-79:</i>	6		
<i>Total 80-89:</i>	4		
<i>Total 90 and above:</i>	0		

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 B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

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

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

- a.
- b.
- c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion

11. OCCUPATION: _____

- Active Retired Not currently working

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

Name of Employer	Job Title	Dates of Employment

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

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

- a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

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

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

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed? (Does not automatically disqualify but may need to be disclosed) Yes No

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

a. Name:
Address:
Phone:
Email: XXXXXXXXXX
Relationship to you:

b. Name:
Address:
Phone:
Email: XXXXXXXXXX
Relationship to you:

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

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: Date:

ABIGAIL FRANKLIN ARCHER

[REDACTED]
[REDACTED]
Brewster, MA 02631
[REDACTED]
[REDACTED]

Formal Education

- Master of Science, Wildlife and Fisheries Conservation, University of Massachusetts, Amherst, Amherst, MA 2009.
- Bachelor of Arts, Natural Science, Hampshire College, Amherst, MA 2002.
- John A. Knauss Sea Grant Marine Policy Fellowship, NOAA, NMFS, Office of Sustainable Fisheries, Domestic Division, Silver Spring, MD 2009-2010.

Experience

Fisheries & Aquaculture Specialist, Cape Cod Cooperative Extension Marine Program & Woods Hole Oceanographic Institution Sea Grant Program, Barnstable, MA *October 2019 – present*

- Principal Investigator (PI) of 5 year fish passage evaluation project on Town Brook in Plymouth
- Co-lead WHSG Covid-19 financial response to economic effects of the pandemic to shellfish aquaculture industry, commercial shellfish harvesters, and municipal recreational shellfish programs
- Coordinate teaching of a 10 week “Fundamentals of Shellfish Farming” course
- Continue with the activities listed under the ‘Marine Resource Specialist’ position below

Extension Lead, Woods Hole Oceanographic Institution Sea Grant Program, Barnstable, MA *October 2019 – present*

- Direct and track the WHSG budget expenditures and lead the reporting of Extension activities
- Serve as PI and Project Manager of topic-specific National Sea Grant funded projects
- Coordinate the activities of and support the other 4 staff of the WHSG/CCCE Extension Program
- Represent the WHSG Extension Program at Regional & National Sea Grant meetings

Marine Resource Specialist, Cape Cod Cooperative Extension Marine Program & Woods Hole Oceanographic Institution Sea Grant Program Barnstable, MA *January 2013 – September 2019*

- Conduct applied research on marine resource issues
- Communicate results of research projects to residents via presentations, website, social media
- Coordinate a professional association of municipal river herring wardens
- Develop and implement outreach programs

Anadromous Fish Restoration Project Manager, Cape Cod Conservation District, Hyannis, MA *December 2010 – September 2013*

- Coordinated implementation of six fish passage restoration projects
- Provided technical information on fishes’ life history, behavior, & performance in fish ladders
- Tracked permitting, licensing, and funding for restoration projects

Fishery Policy Analyst, Earth Resources Technology, Inc., at National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), Office of Sustainable Fisheries, Domestic Division, Silver Spring, MD *February 2010 – December 2010*

- Co-wrote Report to Congress on recreational fisheries issues
- Developed briefing papers on fisheries management issues for NMFS Leadership
- Responded to letters from members of Congress and citizens
- Volunteer member of scientific crew on NOAA vessel Henry B. Bigelow, Leg I of Northeast Groundfish Survey Cruise

John A. Knauss Sea Grant Marine Policy Fellowship, NOAA, NMFS, Office of Sustainable Fisheries, Domestic Division, Silver Spring, MD *February 2009 – February 2010*

- Researched & wrote paper on the history of optimum yield definitions in Fishery Management Plans
- Attended meetings of the New England, Mid Atlantic, Gulf of Mexico, and Pacific Fishery Management Councils and the Atlantic States Marine Fisheries Commission
- Engaged in strategic planning, including assessing and developing budget and personnel needs for specific activities in FY 2012-2016

Research Assistant, Silvio O. Conte Anadromous Fish Research Laboratory (U.S. Geological Survey- Biological Resources Division) Turners Falls, MA *January 2006 – December 2008*

- Evaluated performance of fish through fish ladder designs using video monitoring, and PIT and radio telemetry
- Evaluated and presented physical and biological data using Hoboware data logger, Microsoft Access, SAS and Sigma Plot software

Policy Specialist/Sanctuary Advocate, Wellfleet Bay Wildlife Sanctuary (WBWS), Massachusetts Audubon Society, Wellfleet, MA *September 2002 – December 2005*

- Analyzed Wellfleet Harbor and Shellfish Management and Area of Critical Environmental Concern draft plans and developed WBWS comments
- Organized lecture series to inform public about issues addressed in plan
- Coordinated and planned for State of Wellfleet Harbor Conference (SWHC) 2003-2005

Children's and Family Naturalist, Wellfleet Bay Wildlife Sanctuary, Massachusetts Audubon Society, Wellfleet, MA *Spring and Summer 1999 – 2005*

- Communicated scientific information to non-scientific audiences
- Taught aquatic and terrestrial ecology to K-12 children on field trips at the Sanctuary
- Interpreted natural history of salt marsh and barrier beach environments to groups of 25-45 people aboard boats, in the field, and in lecture halls and classrooms

Community Outreach Intern, New England Board of Higher Education Environmental Internship Program, Fore River Watershed Association, Weymouth, MA *June-August 2001*

- Tracked potential impacts of MBTA Greenbush commuter rail project on local waterways by attending public meetings and analyzing draft reports
- Directed teams to conduct trash clean ups along Monatiquot and Fore Rivers

Volunteer Coordinator, Hitchcock Center for the Environment, Amherst, MA *Sept 2000-May 2001*

- Developed and conducted training for volunteers to staff the front desk and library
- Maintained and communicated volunteer schedule

Student Assistant, Fore River Watershed Association, Braintree, MA *February-June 1997*

- Designed and coordinated production of, with grant from MA Coastal Zone Management, two interpretive signs to educate the public about the Fore River Watershed

Volunteer Service, Professional, American Fisheries Society

- Southern New England Chapter
Secretary, 2022-2023, *Vice President 2023-present*
Webmaster, 2016-*present*
Communications Committee Chair, 2018-*present*
Diversity Equity & Inclusion Committee Chair, *October 2021-present*
- Membership Committee, Co-Chair 2022-present
- Estuaries Section
Webmaster, 2017-2021
President & Past-President, *August 2013 – August 2017*
Secretary, *August 2008- July 2013*
- Program Co-Chair, American Fisheries Society 2016 Annual National Meeting at Kansas City, Missouri, *July 2015-May 2016*
- Joint Committee on Fisheries Engineering and Science. American Fisheries Society and American Society of Civil Engineers, Member and Webinar Committee Chair, *June 2013- June 2015*
- Ad Hoc Committee on Fish Passage, American Fisheries Society Bioengineering Section and American Society of Civil Engineers Environmental and Water Resources Institute. Secretary, *February 2011 – June 2013*

Volunteer Service, Town & Community

Board of Directors & Website Committee Chair, Cape Cod Salties Sportfishing Club, *Nov 2020-present*

Secretary, Coastal Committee, Town of Brewster, MA *July 2014- September 2017*

Member, *February 2017 – May 2019*

Member, Brewster Coastal Advisory Group, Town of Brewster, MA *Sept 2015- Sept 2016*

Conservation Commissioner, Town of Wellfleet, MA *October 2003 – January 2005*

Selected Continuing Education/Training

- National Association of Counties, High Performance Leadership Master Certificate, 2020.
- LGBTQIA2s+ Safe Spaces Workshop, American Fisheries Society, 2022
- Strategies for Communicating Science & Data to Non-Scientists, Cathy Angell, 2020
- How to Design & Deliver an Engaging Virtual Training, Cathy Angell, 2020
- How to Plan & Facilitate an Engaging Virtual Meeting, Cathy Angell, 2020
- Conflict Management Skills for Fisheries Professionals, American Fisheries Society, 2019

- Navigating in Rough Seas: Public Issues & Conflict Management, NOAA Coastal Services, 2015
- Project Design & Evaluation, NOAA Coastal Services, 2005, 2013
- Water Words that Work - Communications Training, 2011, 2015

Peer Reviewed Publications

Reitsma, J., Diane C. Murphy, Abigail F. Archer, Richard H. York. 2016. Nitrogen extraction potential of wild and cultured bivalves harvested from nearshore waters of Cape Cod, USA, [Marine Pollution Bulletin. 116\(1-2\) 175-181. http://dx.doi.org/10.1016/j.marpolbul.2016.12.072](https://doi.org/10.1016/j.marpolbul.2016.12.072)

Franklin, Abigail, Alex Haro, Ted-Castro Santos and John Noreika. 2012. Evaluation of nature-like and technical fishways for the passage of alewife (*Alosa pseudoharengus*) at two coastal streams in New England. [Transactions of the American Fisheries Society. 141\(3\) 624-637.](https://doi.org/10.1016/j.transamf.2012.03.001)

Extended Abstract; Franklin, Abigail, Alex Haro and Ted Castro-Santos. 2008. An evaluation of nature-like fishways for passage of anadromous alewife (*Alosa pseudoharengus*). [In Challenges for Diadromous Fishes in a Dynamic Global Environment.](https://doi.org/10.1016/j.changes.2008.03.001) Edited by A. Haro. American Fisheries Society, Bethesda, MD.

Haro, Alex, Abigail Franklin and Tony Williams. Evaluation of Fish Migration in the Achushnet River. Final Report. December 2008. United States Geological Survey Silvio O. Conte Anadromous Fish Research Laboratory. Submitted to: NOAA National Marine Fisheries Service Office of Habitat Conservation.

Outreach Publications

Reitsma, J., A. Archer, and D. Murphy. 2020. [Growing Methods for Petite Atlantic Surf clams \(*Spisula solidissima*\).](https://doi.org/10.1016/j.wseab.2020.03.001) Woods Hole Sea Grant Marine Extension Bulletin.

Archer, Abigail, Joshua Reitsma, and Diane Murphy. 2014. [A Comparison of Bottom and Floating Gear for Growing American Oysters \(*Crassostea virginica*\) in Southeastern Massachusetts.](https://doi.org/10.1016/j.wseab.2014.03.001) Woods Hole Sea Grant Marine Extension Bulletin.

Franklin, Abigail. [Mills and Muskrats on the Monatiquot: The Story of Braintree's River.](https://doi.org/10.1016/j.wseab.2003.03.001) Braintree Historical Society, 2003.

Selected Video Presentations & Interviews

Rivers Full of Fish Webinar October 22, 2020 - World Fish Migration Day. Presentation starts at minute 59:00 Title: ["Town Brook Plymouth, Did the removal of Holmes Dam improve river herring passage?"](https://doi.org/10.1016/j.wseab.2020.03.001)

Outreach Video - [River Herring with Abigail Archer.](https://doi.org/10.1016/j.wseab.2019.03.001) Association to Preserve Cape Cod, Massachusetts Environmental Trust Project. June 2019.

Interview with Kyle Hinkle, [Lower Cape TV, Best of Brewster – Coastal Life.](https://doi.org/10.1016/j.wseab.2018.03.001) Brewster Coastal Committee, May 2018



Stony Brook Brewster circa 1985. Abigail Franklin Archer, Cynthia Vondal Franklin, Jonathan Franklin

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 B

Town of Brewster SELECT BOARD COMMITTEE APPOINTMENT APPLICATION

APPLICANT DIRECTIONS:

- Thank you for your interest in serving Brewster. The Town aims to match applicants with committee service best aligned to your skills and interests as well as the committee's needs.
- The Town may consider the information in this application, any supplemental information, and any other publicly available information. An appointment to any committee, board or commission is at the discretion of the Select Board.
- Please complete this form online, or on paper, and submit a résumé if desired to Erika Mawn, Town Administrator's Executive Assistant:
 - Email: EMawn@Brewster-MA.gov
 - Mail: Erika Mawn, 2198 Main St., Brewster, MA 02631, or
 - In person: Town Administrator's Office or drop-box outside Town Hall.
- After your application materials are received, you'll be contacted regarding next steps. Vacancies will be filled by applicants deemed best qualified to serve in a particular capacity, which discretion lies solely with the appointing authority. Submitting this form does not guarantee appointment.

1. Applicant name:

2. Address:

3. Phone Numbers: Home: Cell:

4. Email:

5. This is an application for: Full member status Alternate status

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

7. Years you've lived in Brewster:

8. Are you registered to vote in Brewster? Yes No

9. Committees you are interested in serving on in order of preference:

- a.
- b.
- c.

NOTE: You may attach a résumé or CV instead of completing items 10-14.

10. EDUCATION. List schools attended, degrees/diplomas/certificates received, and date of completion.

Name of School	Degree/Diplomas Certificates	Date of Completion

11. OCCUPATION: _____

- Active Retired Not currently working

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

Name of Employer	Job Title	Dates of Employment

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

-
-
-
-

14. COMMUNITY ACTIVITIES. List all civic, non-profit, or other organizations that you belong to or have belonged to in the previous 5 years:

- a. Organizations and dates:

15. GOALS: Please explain why you'd like to serve on a particular committee.

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

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

Yes No

18. CONFLICTS OF INTEREST. Do any of your activities or relationships present the possibility or probability of a conflict of interest if you are appointed? (Does not automatically disqualify but may need to be disclosed) Yes No

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

a. Name:
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you:

b. Name:
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Relationship to you:

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

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: Date:

Owen C. Nichols
Center for Coastal Studies

██████████e
████████████████████
E-mail: ████████████████████

PROFESSIONAL EXPERIENCE:

2019 – present: Center for Coastal Studies, Provincetown, MA

Coordinator, Interdisciplinary Research: works with department chairs and program heads to organize interdisciplinary studies that are beyond the scope of a single department or program, specific duties include developing research collaborations, facilitating intra- and inter-agency communications, stakeholder engagement, preparation and review of research proposals or other technical documents, pursuing opportunities to attain new technologies, and developing advanced educational programming.

2015 – present: Woods Hole Oceanographic Institution, Woods Hole, MA

Guest Investigator, Biology Department: conducts and facilitates collaborative research, participates in interdisciplinary research consortium as steering committee member, organizes meetings and chairs working groups and workshops.

2008 – present: Center for Coastal Studies, Provincetown, MA

Director, Marine Fisheries Research: directs program to conduct cooperative research with local fishermen and aquaculturists. Responsible for administration of multiple projects and grants, supervision of staff, undergraduate and graduate student interns, and volunteers.

2007 – 2016: School for Marine Science and Technology, University of Massachusetts, New Bedford, MA

Graduate Research Assistant, Department of Fisheries Oceanography: participated in cooperative research projects - duties included sea sampling, deployment of advanced sensing/imaging equipment, and data analysis/management.

1999 – 2006: Center for Coastal Studies, Provincetown, MA

Research Assistant II, Right Whale Research: Coordinator/Co-Investigator, Right Whale Aerial Survey Program; proficient in field research techniques including systematic aerial and shipboard surveys, oceanographic sampling, and photo-identification; data analysis/management including database maintenance and Geographic Information Systems (GIS); responsible for supervision of laboratory and 3 staff, administration of multiple projects and grants, interagency communication and collaboration, preparation of research proposals, reports, presentations and manuscripts; participated in Center education programs as a naturalist and lecturer.

ACADEMIC APPOINTMENTS:

2018 – present: University of Massachusetts, Boston, MA

Adjunct Faculty, Coastal Processes and Ecosystems Laboratory (CaPE Lab): Advises graduate students, conducts collaborative research.

2017 – present: Shoals Marine Lab, Durham, NH

Adjunct Professor: teaches lecture and field-based undergraduate course in Sustainable Fisheries.

2017 – present: Massachusetts Maritime Academy, Bourne, MA

Adjunct Professor: teaches lecture and field-based undergraduate course in Marine Mammal Biology and Ecology.

EDUCATION:

Ph. D. candidate, Marine Sciences and Technology, University of Massachusetts – Dartmouth, anticipated completion date September 2024.

M. Sc. Marine Sciences and Technology, University of Massachusetts – Dartmouth, September 2012.

B. A. Marine Affairs, University of Rhode Island, May 1998.

RESEARCH:

Owen conducts community-based collaborative research with local fishermen and shellfish farmers, taking a naturalist's approach to developing a shared understanding of marine ecosystems. Primary research interests include fisheries oceanography and marine mammal/fishery interactions. Current focus is the distributional ecology of invertebrates and finfish and implications for fishery management. Primary dissertation research includes a study of longfin inshore squid (*Doryteuthis pealeii*) distribution relative to environmental variables in Nantucket Sound, Massachusetts, conducted in collaboration with local fishermen. Key elements of research are direct involvement of fishermen in sampling design and data collection and the application and deployment of advanced sensing/imaging technology for fisheries research/stock assessment.

PEER-REVIEWED PUBLICATIONS:

Legare, B.J., O.C. Nichols, and L. Ludwig. 2024. Ageing abandoned, lost and discarded lobster fishing gear based on fouling assemblages. *Aquatic Conservation: Marine and Freshwater Ecosystems* 34(1): e4028. <https://doi.org/10.1002/aqc.4028>

Jackman, J.L., R. Bratton, S. Dowling-Guyer, J.J. Vaske, L. Sette, O.C. Nichols, and A. Bogomolni. 2023. Mutualism in marine wildlife value orientations on Cape Cod: Conflict and consensus in the sea and on the shore. *Biological Conservation* 288: 110359. <https://doi.org/10.1016/j.biocon.2023.110359>

Bratton, R., J.L. Jackman, S.A. Wood, S. Dowling-Guyer, J.J. Vaske, A. Bogomolni, M.V. Winton, M.A. Sanderson, O.C. Nichols, and L. Sette. 2023. Conflict with rebounding populations of marine predators: Management preferences of three stakeholder groups on Cape Cod, Massachusetts. *Ocean and Coastal Management* 244: 106800. <https://doi.org/10.1016/j.ocecoaman.2023.106800>

Scully, M.E., W.R. Geyer, D. Borkman, T.L. Pugh, A. Costa, and O.C. Nichols. 2022. Unprecedented summer hypoxia in southern Cape Cod Bay: An ecological response to regional climate change? *Biogeosciences* 19: 3523-3536. <https://doi.org/10.5194/bg-19-3523-2022>

Pershing, A., M. Alexander, D.C. Brady, D. Brickman, E. Curchitser, T. Diamond, L. McClenachan, K.E. Mills, O.C. Nichols, D.E. Pendleton, N.R. Record, J.D. Scott, M.D. Staudinger, and Y. Wang. 2021. Climate impacts on the Gulf of Maine ecosystem: A review of observed and expected changes in 2050 from rising temperatures. *Elementa: Science of the Anthropocene* 9(1): 00076. <https://doi.org/10.1525/elementa.2020.00076>

Bogomolni, A., O.C. Nichols, and D. Allen. 2021. A community science approach to conservation challenges posed by rebounding marine mammal populations: seal-fishery interactions in New England. *Frontiers in Conservation Science* 2: 696535. <https://doi.org/10.3389/fcosc.2021.696535>

Legare, B.J., O.C. Nichols, and M. Borrelli. 2020. Persistence of hydraulic dredge tracks following surf clam harvesting in shallow water. *Journal of Shellfish Research* 39(2): 331-336. <https://doi.org/10.2983/035.039.0214>

Legare, B.J., O.C. Nichols, L. Sette, A. Mittermayr, and M. Borrelli. 2020. Relationships between species communities as determined by analysis of data from multiple surveys of Pleasant Bay, Cape Cod, Massachusetts. *Northeastern Naturalist* 27(Special Issue 10): 114-131. <https://doi.org/10.1656/045.027.s1005>

Nichols, O.C., B.J. Legare, T. Famulare, E. Sgarlat, and T. Lucas. 2020. Seasonal occurrence and relative abundance of fishes and macroinvertebrates in Pleasant Bay, Cape Cod, Massachusetts. *Northeastern Naturalist* 27(Special Issue 10): 76-97. <https://doi.org/10.1656/045.027.s1004>

Jacobson, S.K., J. Seavey, J. Goodman, O.C. Nichols, L.C. Williams, M. Márquez-García, and O. Barbosa. 2020. Integrating entrepreneurship and art to improve creative problem-solving in fisheries education. *Fisheries* 45(2): 84-89. <https://doi.org/10.1002/fsh.10351>

Bisagni, J.J., O.C. Nichols, and R. Pettipas. 2019. Inter-annual variability of Gulf Stream warm-core ring interactions with the outer continental shelf and potential broad scale relationships with longfin squid (*Doryteuthis pealeii*) relative abundance, 1981-2004. *ICES Journal of Marine Science* 76(5): 1257-1270. <https://doi.org/10.1093/icesjms/fsz144>

Nichols, O.C., K. Groglio, and E. Eldredge. 2019. *In situ* monitoring of longfin inshore squid egg deposition and embryonic development. *Journal of Shellfish Research* 38(2): 371-374. <https://doi.org/10.2983/035.038.0217>

Staudinger, M.D., K. Mills, K. Stamieszkin, N.R. Record, C.A. Hudak, A. Allyn, A. Diamond, K. Friedland, W. Golet, M. Henderson, C.M. Hernandez, T.G. Huntington, R. Ji, C.L. Johnson, D.S. Johnson, A. Jordaan, J. Kocik, Y. Li, M. Liebman, I. Mlsna, O.C. Nichols, D. Pendleton, R.A. Richards, T. Robben, A.C. Thomas, H.J. Walsh, and K. Yakola. 2019. It's about time: A synthesis of changing phenology in the Gulf of Maine ecosystem. *Fisheries Oceanography* 28(5): 532-566. <https://doi.org/10.1111/fog.12429>

Nichols, O.C., E. Eldredge, and S.X. Cadrin. 2014. Gray seal behavior in a fish weir observed using Dual-frequency Identification Sonar. *Marine Technology Society Journal* 48(4): 72-78. <https://doi.org/10.4031/MTSJ.48.4.2>

Rodhouse, P.G.K., G.J. Pierce, O.C. Nichols, and 15 others. 2014. Environmental effects on cephalopod population dynamics: implications for management of fisheries. *Advances in Marine Biology* 67: 99-233.

Nichols, O.C., H. Lind, J. Baldwin, A.R. Jackett, M. Borrelli, and P.A. Small, Jr. 2011. Site selection for sustainable aquaculture development areas: a practical mapping approach. *Journal of Ocean Technology* 6(3): 60-70.

Nichols, O.C. and U.T. Tschertter. 2011. Feeding of sea lampreys, *Petromyzon marinus* on minke whales, *Balaenoptera acutorostrata* in the St. Lawrence Estuary, Canada. *Journal of Fish Biology* 78(1): 338-343.

Nichols, O.C., R.D. Kenney and M.W. Brown. 2008. Spatial and temporal distribution of North Atlantic right whales (*Eubalaena glacialis*) in Cape Cod Bay, USA, and implications for management. *Fishery Bulletin* 106(3): 270-280.

Nichols, O.C. and P.K. Hamilton. 2004. Occurrence of the parasitic sea lamprey (*Petromyzon marinus*) on western North Atlantic right whales (*Eubalaena glacialis*). *Environmental Biology of Fishes* 71(4): 413-417.

BOOK REVIEWS:

Lucey, S. M, W. J. Duffy, E. Adams, H. Marshall, O. Nichols, and K. Thompson. 2013. A review of "Scientific communication for natural resource professionals", *Transactions of the American Fisheries Society* 142(4): 1154-1155.

NON-TECHNICAL ARTICLES:

Nichols, O. C. 2012. Seal/fisheries workshop fosters common ground. *Commercial Fisheries News* 39 (9): 29.

Nichols, O. C. 2011. Involve fishermen from the start to build strong research partnerships. *Commercial Fisheries News* 38 (7): 24.

RECENT PRESENTATIONS:

Nichols, O.C., A. Mittermayr, T. Tucker, B.J. Legare, and T. Lucas. 2024. Shift happens: Seasonal distribution and relative abundance of fishes and invertebrates in Nauset Harbor during climate change. 27th Annual Cape Cod Natural History Conference, Barnstable, Massachusetts, March 9, 2024.

- Nichols, O.C., A. Mittermayr, B.J. Legare, and T. Lucas. 2023. Intra-annual distribution and relative abundance of fishes and macroinvertebrates in Nauset Harbor. Northeast Natural History Conference, Burlington, Vermont, April 21-23, 2023.
- Nichols, O.C. and S.D. Oktay. 2023. A Laboratory at Land's End: Community-based shellfish research at the Center for Coastal Studies. 115th Annual Meeting of the National Shellfisheries Association, Baltimore, Maryland, March 26-30, 2023.
- Nichols, O.C. 2023. Community-based collaborative fisheries research: Successes, challenges and implications for regional natural resource management. New England Cooperative Research Summit, Providence, Rhode Island, February 15, 2023.
- Jackman, J., R. Bratton, L. Sette, S. Wood, A. Bogomolni, M. Sanderson, O.C. Nichols, M. Winton, M. Long, S. Dowling-Guyer, S. Sykes, C. Wigren, A. Rutberg, D. Baseman, C. Cummings, V. Bramante, and V. Kako. 2022. Human dimensions of rebounding populations of seals and white sharks on Cape Cod. 20th Annual State of Wellfleet Harbor Conference, Wellfleet, Massachusetts, November 5, 2022.
- Jackman, J., R. Bratton, L. Sette, S. Wood, A. Bogomolni, M. Sanderson, O.C. Nichols, M. Winton, M. Long, S. Dowling-Guyer, S. Sykes, C. Wigren, A. Rutberg, D. Baseman, C. Cummings, V. Bramante, and V. Kako. 2022. Human dimensions of rebounding populations of seals and white sharks on Cape Cod, MA. Summer Meeting of the Southern New England Chapter of the American Fisheries Society, Narragansett, Rhode Island, June 22, 2022.
- Nichols, O.C. 2022. Environmental and fishery effects on *Doryteuthis pealeii* eggs: *in situ* monitoring and field experiments. Cephalopod International Advisory Council Conference (Workshop 2: Collection, Handling and Care of Cephalopod Eggs and Egg Masses), Sesimbra, Portugal, April 2-8, 2022.
- Nichols, O.C. 2021. A year-round survey of the inshore fish community in Wellfleet Harbor. 19th Annual State of Wellfleet Harbor Conference (online), November 6, 2021.
- Nichols, O.C. 2021. Pearlside story: A beach-cast mesopelagic fish, valuable naturalists' observations, and a call for citizen science. Northeast Natural History Conference (online), April 15-18, 2021.
- Staudinger, M.D., K. Mills, K. Stamieszkin, N.R. Record, C.A. Hudak, A. Allyn, A. Diamond, K. Friedland, W. Golet, M. Henderson, C.M. Hernandez, T.G. Huntington, R. Ji, C.L. Johnson, D.S. Johnson, A. Jordaan, J. Kocik, Y. Li, M. Liebman, I. Mlsna, O.C. Nichols, D. Pendleton, R.A. Richards, T. Robben, A.C. Thomas, H.J. Walsh, and K. Yakola. 2019. It's about time: A brief overview of changing phenology in the Gulf of Maine ecosystem. 17th Annual State of Wellfleet Harbor Conference, Wellfleet, Massachusetts, November 2, 2019.
- Nichols, O.C. 2019. Community-based collaborative fisheries research: Successes, challenges and management implications. Lowell Wakefield Fisheries Symposium, Anchorage, Alaska, May 7-9, 2019.
- Bogomolni, A. and O.C. Nichols. 2019. Addressing rebounding marine mammal populations through community science. Lowell Wakefield Fisheries Symposium, Anchorage, Alaska, May 7-9, 2019.
- Nichols, O.C. and J.L. Van Tassell. 2019. Seasonal occurrence of a cryptobenthic fish, the seaboard goby, at its northern range limit. 24th Annual Cape Cod Natural History Conference, Barnstable, Massachusetts, March 9, 2019.
- Nichols, O. C. 2018. Diamondback squid biology, ecology and fisheries: what do we know globally and what do we need to know locally? Workshop: El Calamar Diamante: Biología, Ecología y Pesquería, Santo Domingo, Dominican Republic, November 30, 2018. *With accompanying dissection.
- Nichols, O. C. 2018. Working with the Cape Cod (USA) fishing community to study squid fisheries, oceanography and distributional ecology. Workshop: El Calamar Diamante: Biología, Ecología y Pesquería, Santo Domingo, Dominican Republic, November 30, 2018.

- Nichols, O. C., and J. J. Bisagni. 2018. Offshore influences on inshore squid: Linkages between water mass dynamics and *Doryteuthis pealeii* distribution. Cephalopod International Advisory Council Conference, Saint Petersburg, Florida, November 12-16, 2018. **Winner, Best Presentation Award (Student).
- Nichols, O.C., B.J. Legare, T. Famulare, E. Sgarlat, and T. Lucas. 2018. Seasonal distribution and abundance of fishes and macroinvertebrates in Pleasant Bay. 8th Annual Science in the Seashore Symposium, Eastham, Massachusetts, September 13, 2018.
- Nichols, O.C. 2018. Stakeholder and partner engagement in community-based collaborative fisheries research: Successes, challenges and management implications. 148th Annual Meeting of the American Fisheries Society, Atlantic City, New Jersey, August 19-23, 2018.
- Nichols, O.C. and J.L. Van Tassell. 2018. Seasonal occurrence of a cryptobenthic fish, the seaboard goby, at its northern range limit. 148th Annual Meeting of the American Fisheries Society, Atlantic City, New Jersey, August 19-23, 2018.
- Nichols, O.C., B.J. Legare, T. Famulare, E. Sgarlat, and T. Lucas. 2018. Seasonal distribution and abundance of fishes and macroinvertebrates in Pleasant Bay (Massachusetts, USA). Northeast Natural History Conference, Burlington, Vermont, April 13-15, 2018.
- Nichols, O.C. and J.L. Van Tassell. 2018. Seasonal presence and habitat association of a cryptobenthic fish, the seaboard goby, at its northern range limit. Northeast Natural History Conference, Burlington, Vermont, April 13-15, 2018.
- Nichols, O.C. 2018. Working with the fishing community to study squid fisheries, oceanography and distributional ecology. TonmoCon VII Biennial Cephalopod Conference, Woods Hole, Massachusetts, April 6-8, 2018.
- Nichols, O.C., K. Groglio, and E. Eldredge. 2018. Babysitting baby squid: *in situ* monitoring of longfin inshore squid egg deposition and embryonic development. 110th Annual Meeting of the National Shellfisheries Association, Seattle, Washington, March 18-22, 2018.
- Nichols, O.C. and C.A. Hudak. 2018. A novel low-volume portable pump system for shellfish larval sampling in shallow, turbulent, 'dirty' environments. 110th Annual Meeting of the National Shellfisheries Association, Seattle, Washington, March 18-22, 2018.
- Nichols, O.C., M.V. Pol, D.M. Chosid, and B. Gribbin. 2018. Chain reaction? Development and testing of a modified sea scallop dredge to reduce flatfish bycatch. 110th Annual Meeting of the National Shellfisheries Association, Seattle, Washington, March 18-22, 2018.
- Nichols, O.C., M. Borrelli, B. Legare, A. Mittermayr, L. Sette, and P. Hughes. 2017. Using ecosystem assessments to guide development of coastal resilience strategies: Pleasant Bay case study. 5th Annual Cape Coastal Conference, Hyannis, Massachusetts, December 5-6, 2017.
- Nichols, O.C. 2017. Community-based cooperative fisheries research: Small scales, big implications. 147th Annual Meeting of the American Fisheries Society, Tampa, Florida, August 20-25, 2017.
- Nichols, O. C. 2017. Shellfish and horseshoe crab larval flux at the East Harbor tidal restoration site: A pilot study. 22nd Annual Cape Cod Natural History Conference, Barnstable, Massachusetts, March 11, 2017.
- Nichols, O. C. 2016. Shellfish and horseshoe crab larval flux in East Harbor: A pilot study. 6th Annual Science in the Seashore Symposium, Eastham, Massachusetts, August 25, 2016.
- Nichols, O. C., J. R. King, J. A. Hare, and S. X. Cadrin. 2016. Environmental effects on squid availability to a seasonal inshore fishery: Untangling drivers, mechanisms and scales. University of Massachusetts 2016 Intercampus Marine Science Research Symposium, North Dartmouth, Massachusetts, March 25, 2016. **Winner, Best Presentation Award (PhD Student).

Nichols, O. C. 2016. A gateway to mutual trust and understanding: Fishermen and scientists working together for sustainable fisheries. Slow Fish 2016 Conference, New Orleans, Louisiana, March 10-13, 2016.

Nichols, O. C., T. Famulare, E. Sgarlat, and T. Lucas. 2016. One fish, two fish, red fish, new fish: Fisheries habitat investigations in Pleasant Bay: 2014-2016. 21st Annual Cape Cod Natural History Conference, Barnstable, Massachusetts, March 5, 2016.

Nichols, O. C., and S. X. Cadrin. 2016. Localized depletion of squid around Nantucket Island: are we asking the right questions at the right scales? 21st Annual Cape Cod Natural History Conference, Barnstable, Massachusetts, March 5, 2016.

Nichols, O. C., and S. X. Cadrin. 2016. Localized depletion of squid around Nantucket Island: are we asking the right questions at the right scales? Winter Meeting of the Southern New England Chapter of the American Fisheries Society, Groton, Connecticut, January 14, 2016.

Nichols, O. C., and S. X. Cadrin. 2015. Localized depletion of an important forage species (*Doryteuthis pealeii*): Perceptions, processes, and policies. Cephalopod International Advisory Council Symposium, Hakodate, Japan, November 5-15, 2015.

Nichols, O. C., J. R. King, J. A. Hare, and S. X. Cadrin. 2015. Environmental effects on squid availability to a seasonal inshore fishery: Untangling drivers, mechanisms and scales. Cephalopod International Advisory Council Symposium, Hakodate, Japan, November 5-15, 2015.

Nichols, O. C., J. R. King, J. A. Hare, and S. X. Cadrin. 2015. Untangling drivers, mechanisms and scales of environmental effects on squid availability to a seasonal inshore fishery. Summer Meeting of the Southern New England Chapter of the American Fisheries Society, Dartmouth, Massachusetts, June 25, 2015.

Nichols, O. C., and C. Beggs. 2015. Is Pleasant Bay a lobster nursery? Results of a pilot settlement study. 20th Annual Cape Cod Natural History Conference, Barnstable, Massachusetts, March 14, 2015.

RECENT RESEARCH SUPPORT:

Town of Wellfleet, Massachusetts: 2024 “Wellfleet Harbor Survey: Research Needs, Scope of Work and Next Steps”

NOAA Marine Debris Program: 2023-2026 “New England Regional Fishing Gear Response and Removal Team” (Co-Investigator)

MIT Sea Grant: 2023-2024 “Testing an Acoustic Method to Detect and Quantify Abundance of Longfin Squid Egg Masses Using Sidescan Sonar” (Co-Investigator)

Bilezikian Family Foundation: 2022-2023 “Derelict Fishing and Aquaculture Gear Removal and Recycling”

NOAA Marine Debris Program: 2021-2023 “Removal of Fishing Gear from Sensitive Cape Cod Marine and Terrestrial Habitats” (Co-Investigator)

Town of Eastham, Massachusetts: 2020-2023 “Nauset Barrier Evolution and Ecosystem Assessment” (Co-Investigator)

National Park Service Cape Cod National Seashore: 2017-2023 “Assessing the Benthic Community in a Partially Restored Lagoon to Improve Management Decision-Making” (Co-Investigator)

National Science Foundation: 2021-2023 “Enhancing Research Capacity on Cape Cod for Studies of Coastal Ecosystems that are at Risk from Climate Change and Other Human Impacts” (Co-Investigator)

Restore America's Estuaries/Southeast New England Program Watershed Grant: 2020-2022 "Ecosystem Research in the Pleasant Bay Watershed: The State of the Science and the Future of Monitoring"

National Sea Grant Program: 2020-2022 "Understanding the Cause of Low Dissolved Oxygen in Cape Cod Bay and Initiating a Hypoxia Warning System for the Lobster Fishery" (Co-Investigator)

Woods Hole Sea Grant: 2019-2022 "Human Dimensions of Rebounding Population of Seals and White Sharks on Cape Cod, MA" (Co-Investigator)

U.S. Marine Mammal Commission: 2020-2021 "A Cooperative Training Workshop on Seal-Fisheries Interactions for Fishermen, Scientists, Marine Mammal Stranding Network Personnel and Fisheries Managers"

Friends of Herring River Donald Palladino Fellowship: 2020-2021 "A year-round survey of the inshore fish community in Wellfleet Harbor"

AWARDS:

International Council for Exploration of the Seas Annual Science Conference Travel Award (2014, 2010), American Fisheries Society Marine Fisheries Section Student Travel Award (2014), American Fisheries Society Southern New England Chapter Student Travel Award (2014), Marine Technology Society Graduate Scholarship (2012), Friends of Chatham Waterways Kimball Scholarship (2012), American Institute of Fishery Research Biologists Clark Hubbs Research Assistance Award (2011), New England Estuarine Research Society Niering Student Travel Award (Spring 2011).

TEACHING EXPERIENCE:

Co-Instructor (undergraduate course): Sustainable Fisheries, Shoals Marine Laboratory, Summer 2017-2019, 2021-2022, 2024.

Guest Instructor (grade 4): Eastham Elementary School, 2023-2024.

Instructor (undergraduate course): Marine Mammals, Massachusetts Maritime Academy, Spring 2017, Fall 2018.

Co-Instructor (grades 6-10): Fins, Whiskers and Claws: The Lives and Haunts of Marine Animals of Pleasant Bay, Summer 2017-2018.

Whale Watch Naturalist and Classroom Lecturer: Marine Mammal Biology and Ecology; Center for Coastal Studies/Dolphin Fleet Whale Watch, 1999-2019

SYNERGISTIC ACTIVITIES:

Professionalism Chair, American Fisheries Society Southern New England Chapter, April 2023 – present.

Session Co-Convener, "Shifting Sands to Submerged Habitats: The Marine Ecosystem of Nauset Harbor, Cape Cod," Northeast Natural History Conference, Burlington, Vermont, April 21-23, 2023.

Invited Panelist, "Fishing Industry-Based Environmental Data Collection in the Northeastern United States," Maine Fishermen's Forum, March 4, 2023.

Conference Co-Chair/Organizer, "The Pleasant Bay Ecosystem: Past, Present, and Future," Chatham, MA, March 26, 2022.

Workshop Co-Chair/Organizer, "A Cooperative Training Workshop on Seal - Fisheries Interactions for Scientists, Fishermen, Marine Mammal Stranding Network Personnel and Fisheries Managers" (online), December 9-10, 2021.

Invited Panelist, Global Ghost Gear Initiative/Commercial Fisheries Research Foundation Workshop on the Best Practices to Prevent and Reduce Lost and Abandoned Fishing Gear, September 21, 2021.

Session Convener, “Beach-stranded Marine Fishes: Lessons Learned about Poorly Understood Species,” Northeast Natural History Conference (online), April 15-18, 2021.

Session Convener, Regional Association for Research on the Gulf of Maine (RARGOM) Annual Science Meeting, October 14-16, 2020.

Service Partner, AmeriCorps Cape Cod, October 2019 – present.

Invited Presenter, Marine Resource Education Program (Greater Atlantic), Science Workshop February 25-27, 2020, Woods Hole, MA.

Board of Directors (Founding Member), Sipson Island Trust, March 2019 – October 2021;
Fundraising/Transition Committee Chair, November 2019 – January 2021.

Invited Participant, Gulf of Maine 2050 Science Planning Workshop, Saint Andrews, New Brunswick, Canada, March 25-26, 2019.

Board of Directors, Regional Association for Research on the Gulf of Maine (RARGOM), September 2018 – present.

President, American Fisheries Society Southern New England Chapter, June 2018 – June 2019; President-Elect, July 2017 – June 2018.

Technical Advisor, Cape Cod Fishing Project (“Boundless”), Cape Rep Theatre, April 2016-December 2017.

Workshop Co-Chair, Rhode Island Fisheries in a Changing Climate: Focus on Squid, Point Judith, Rhode Island, January 30, 2017.

Conference Session Organizer/Chair, Change is the Only Constant: The Past, Present and Future of the Cape’s Fisheries, 4th Cape Coastal Conference, Hyannis, Massachusetts, December 6-7, 2016.

Workshop Co-Organizer, A Cooperative Training Workshop on Marine Animal - Fisheries Interactions for Scientists, Fishermen, Marine Mammal Stranding Network Personnel and Fisheries Managers, Chatham/Woods Hole, Massachusetts, December 1-2, 2015.

Workshop Co-Organizer, Northeast Coastal Acidification Network Stakeholder Workshop: Massachusetts-South, Barnstable, Massachusetts, April 27, 2015.

Workshop Co-Organizer, Seal Interactions with Commercial Fisheries, Halifax, Nova Scotia, Canada, January 28-29, 2015.

Symposium Co-Organizer/Co-Chair, Marine Mammal and Fisheries Interactions: Management Challenges in a Changing World, 144th Annual Meeting of the American Fisheries Society, Quebec City, Canada, August 17-21, 2014. Published summary: Fisheries 39(12): 598.

Conference Co-Organizer, World Conference on Stock Assessment Methods, Boston, Massachusetts, July 15-19, 2013.

Workshop Co-Organizer, Marine Animal Entanglement Mitigation for Subtidal Shellfish Aquaculture, Provincetown, Massachusetts, May 22, 2013.

Invited Panelist, Incorporating Environmental Change in Assessments and Management: A Workshop in the Massachusetts Marine Fisheries Institute’s End-to-End Review of New England Groundfish Stock Assessments. Fairhaven, Massachusetts, May 7-8, 2013.

Co-Founder/Steering Committee, Northwest Atlantic Seal Research Consortium, November 2012 – present.

Workshop Organizer, Economically and Environmentally Sustainable Subtidal Aquaculture Techniques, Provincetown, Massachusetts, May 5, 2012.

Workshop Co-Organizer, Gulf of Maine Seals: Fisheries Interactions and Integrated Research, Provincetown, Massachusetts, October 28, 2011.

Invited Panelist, Northeast Regional Collaborative Research Conference, Portsmouth, New Hampshire, October 27-28, 2011

Invited participant, OES-IA Annex IV Expert Workshop on Environmental Effects of Marine Hydrokinetic Energy (MHK) Devices, Dublin, Ireland, September 27-28, 2010.

Chair, Human Interaction Working Group, Gulf of Maine Seals: Populations, Problems, and Priorities, Woods Hole, Massachusetts, May 28-29, 2009.

Board of Directors, American Fisheries Society Southern New England Chapter, March 2012 – present.

PEER REVIEW ACTIVITIES:

Journal Review: Biodiversity and Conservation, Biological Conservation, Cahiers de Biologie Marine, Endangered Species Research, Fisheries Research, Hydrobiologia, ICES Journal of Marine Science, New Zealand Journal of Marine and Freshwater Research

Proposal Review: NOAA RESTORE Science Program 2023, North Pacific Research Board 2015, Northeast Sustainable Agriculture Research & Education Farmer Grants 2014.

Stock Assessment Review, International Council for Exploration of the Seas: Bay of Biscay and Iberian Sea 2014, North Sea 2010.

HONORS:

Best Presentation Award (Student). Cephalopod International Advisory Council Conference, Saint Petersburg, Florida, November 12-16, 2018. “Offshore influences on inshore squid: Linkages between water mass dynamics and *Doryteuthis pealeii* distribution.”

John H. Annala Fishery Leadership Award, Gulf of Maine Research Institute, 2016.

Best Presentation Award (PhD Student), University of Massachusetts 2016 Intercampus Marine Science Research Symposium, North Dartmouth, Massachusetts, March 25, 2016. “Environmental effects on squid availability to a seasonal inshore fishery: Untangling drivers, mechanisms and scales.”

Saul B. Saila Best Student Paper Award, Winter Meeting of the Southern New England Chapter of the American Fisheries Society, Woods Hole, Massachusetts, January 20, 2011. “Application of Dual-frequency Identification Sonar (DIDSON) to monitor gray seal (*Halichoerus grypus*) occurrence at commercial fish weirs”.

PROFESSIONAL SOCIETIES:

American Fisheries Society
American Institute of Fishery Research Biologists
Fish Locally Collaborative
Fishermen and Scientists Research Society
National Shellfisheries Association

[REDACTED]
Brewster, MA, 02631

Re: Resignation from Brewster Cultural Council

Dear Colleagues,

Very much due to the growth experienced as a culture creator & producer during my tenure on the Brewster Cultural Council, I am in the interesting position of having to shift focus from the more general task of local cultural development, to cultivating the two organizations that need my immediate care and are growing exponentially, which are the Movimento Project and the 501c3 Movement Arts Cape Cod, Inc.

I believe I can best contribute as a resource person to the Council by continuing to remain available for collaborations, and by opening a position for the next person who can both contribute and gain experience in the fostering of relevant, rich and inclusive cultural projects and programs for our town.

It is with mixed feelings, but also the belief that I'm moving in the best direction, that I tender my resignation from the Brewster Cultural Council, effective May 1st, 2024.

Gratitude to the Council and all the members of town administration that contribute to the vibrancy of cultural programming in Brewster!

Cordially,

A handwritten signature in black ink on a light yellow background. The signature is cursive and appears to read "David Iannitelli".

David Iannitelli



Town of Brewster

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

MEMORANDUM

TO: Select Board
FROM: Conor Kenny, Town Project Manager
RE: Additional Sand for Nourishment at Paine's Creek
DATE: 4/12/2024

At the April 8, 2024, meeting, the Select Board approved the closure of Paine's Creek from Monday, April 22, 2024, to sunset, Friday, April 26, 2024 in order for SumCo Eco-Contracting to perform sand nourishment on behalf of Mr. Craig Pfannenstiehl. Due to access issues with delivering sand to Mr. Pfannenstiehl's beach from other landings, the Conservation Administrator recommended that the annual nourishment requirements be satisfied instead through the placement of sand at Paine's Creek beach.

Due to the volume of sand being delivered and the number of machines being utilized, it was also determined that the landing should be closed to the public while this work took place. Overnight parking for three machines and storage of 661 cubic yards of sand was also approved.

The Town has since received a similar request from Sumco Eco-Contracting to add 117 cubic yards of sand to this project on behalf of Mr. Robert Rosadini of Brewster Park Club. As the landing has already been approved for use on behalf of this contractor, and the plan of work and vehicles being used are not being altered, this does not require Select Board approval.

Donna Kalinick

From: Pete Dahl
Sent: Monday, April 15, 2024 11:09 AM
To: Ned Chatelain; Mary Chaffee; David Whitney; Cynthia Bingham
Cc: Peter Lombardi; Donna Kalinick
Subject: Leaf Blowers

To the Select Board,

I hope we will consider a leaf blower ban sometime this year.

I not only hear three of them simultaneously on one yard, but the smell of their gas engines makes it impossible to be outside.

And if the leaves are wet/damp they will spend hours blowing the leaves dry so that they will then blow in the right direction.

This went on for more than 4 hours yesterday and will most likely do the same today.

This has to be damaging to our hearing and the environment.

When did this become this crazy?

Best regards,

Pete Dahl and Fran Weidman-Dahl

Harvey (Pete) Dahl, Chair
Brewster Finance Committee
54 Wynn Way Brewster, MA 02631
pdahl@brewster-ma.gov
781.608.1085

Donna Kalinick

From: Donna Kalinick
Sent: Thursday, April 18, 2024 2:44 PM
To: James Jones; Edward Barber
Cc: Tom Thatcher
Subject: RE: Waver of fee request.

Fees for town building/projects are waived through the Select Board fee waiver policy. We are now just putting these as an FYI when it is for a town building which I will do. Donna

From: James Jones <jjones@brewster-ma.gov>
Sent: Thursday, April 18, 2024 2:13 PM
To: Donna Kalinick <dkalinick@brewster-ma.gov>; Edward Barber <ebarber@brewster-ma.gov>
Cc: Tom Thatcher <tthatcher@brewster-ma.gov>
Subject: RE: Waver of fee request.

\$270.00 for 6 mattresses.
Jimmy

From: Donna Kalinick <dkalinick@brewster-ma.gov>
Sent: Thursday, April 18, 2024 2:12 PM
To: Edward Barber <ebarber@brewster-ma.gov>
Cc: James Jones <jjones@brewster-ma.gov>; Tom Thatcher <tthatcher@brewster-ma.gov>
Subject: RE: Waver of fee request.

Hi Ed, what was the fee for disposal? Donna

From: Edward Barber <ebarber@brewster-ma.gov>
Sent: Thursday, April 18, 2024 2:05 PM
To: Donna Kalinick <dkalinick@brewster-ma.gov>
Cc: James Jones <jjones@brewster-ma.gov>; Tom Thatcher <tthatcher@brewster-ma.gov>
Subject: Waver of fee request.

Donna,

Can the fee be waved for the disposal of 6 mattresses. These mattresses are left over from the Sea Camps, cabin 5. They were dropped off at the recycle center this morning.

Thank You

Ed

Sea Camps Manager
Town of Brewster
ebarber@brewster-ma.gov
774-212-1057 cell

Work Request for Sea Camps Property