MEETING NOTICE
TOWN OF BREWSTER
BOARD OF SELECTMEN

Location: 2198 Main Street, Brewster, MA 02631
Date: Monday, December 7, 2015
Time: 7:00 PM

Video & Audio Recording or Taping Notification: "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."

Pledge of Allegiance

AGENDA

1. Call to Order
2. Citizens Forum
3. Review, Discuss & Vote on Application for Shellfish Grant – Emily Sumner & Tyler Daley
4. Discuss Human Services Funding for FY17 – Human Services Committee
5. Review & Approve Brewster Ladies Library Lease
6. Discuss, Review & Approve Easement between Town of Brewster/Ladies Library and Brewster Baptist Church
7. Discuss Elementary Schools FY16 Special Education Budget and Overview of FY17 Budget - Dave Telman & Tom Conrad
9. Discussion on and Renewal of Annual Common Victualler’s, Innholder’s, Lodging House, New and/or Used Car Dealers and Livery Licenses
10. Review, Approve & Sign Memorandum of Agreement Between Town of Brewster and Police Personnel Bylaw Employees
11. Discuss Creation of a Fire & Rescue Building Committee
13. Appointments
14. Action Items
15. FYI Items
16. Liaison Reports
17. Topics the Chair did not Reasonably Anticipate
18. Media Questions
19. Future Meetings - December 14, 2015
20. Adjournment

Name (print): Susan Broderick

Date Posted: 12/03/15

Date & Time Received by Town Clerk’s Office

This meeting will be held in a wheelchair accessible room.
Emily Sumner  
14 Herring Brook Lane  
Brewster, MA 02631  

Tyler Daley  
563 Long Pond Road  
P.O. Box 703  
Brewster, MA 02631  

November 23, 2015  

Dear Brewster Board of Selectmen,  

We are requesting a meeting with the Board to inquire about receiving permission to put an oyster farm on the Brewster Flats. Our oyster farm would be located in front of Mant’s Landing beach near two other private farms that were previously approved by the Board. The location that we are interested in was the site of a pre-existing private shellfish farm that was abandoned several years ago.  

We both grew up in Brewster and have a lot of prior experience working with and on Shellfish farms. Our business, pending approval, would allow us to take advantage of the growing market for shellfish. If approved we would plan to start the business in the winter/spring of 2016.  

Thank you for your consideration.  

Sincerely,  

Emily Sumner  

Tyler Daley
BREWSTER
SHELLFISH CULTURE LICENSE
REGULATIONS

A. STATUTORY COMPLIANCE REQUIRED

All shellfish culture licenses (those involving shellfish seeding or shellfish growing in specific areas) in the Town of Brewster and all shellfish activity related to the licenses shall comply with Massachusetts General Laws (MGL) and all local bylaws and regulations. Licenseholders shall obtain and provide copies to the Department of Natural Resources of all required permits before commencing any activities on the licensed area.

B. ELIGIBILITY

Except for those persons who receive the benefit of a Shellfish Culture License after the death of the licenseholder, every such licenseholder must be eighteen (18) years of age or older and must be the holder of a general commercial shellfishing license issued by the Town of Brewster.

C. APPLICATION AND MANAGEMENT PLAN

At the time of application, the applicant for a licensed shellfish area must file a management/development plan on the approved form with the Department of Natural Resources and Selectmen. Such plan will be evaluated by all reviewing parties in consideration of licensing said area. Any subsequent changes must be submitted for review prior to said change. Existing shellfish cultural licenseholders must file a management plan within sixty (60) days of the adoption of these regulations.

An application for a Shellfish Culture License or the renewal of such a license will not be considered unless it is accompanied by a plan sufficient to locate the license area accurately and to describe the area metes and bounds.
F. SUSPENSION/REVOCATION

Shellfish Culture Licenses may be suspended or revoked by the Board of Selectmen for failure to comply with Massachusetts General Law, Division of Marine Fisheries Regulations. Town of Brewster Bylaws and Regulations, any terms or conditions set forth by the Board of Selectmen, the license holder's own management plan or lack of substantial use of the licensed area.

When a private shellfish license is discontinued and/or terminated for any reason, the license holder shall be required to remove all rafts, racks, floats, boxes, pens, boundary markers and all other equipment from the waters and substratum within sixty days from the private shellfish license expiration date. Any and all equipment not removed within the aforementioned sixty days may be recovered by the Town at the expense of the license holder.

Licenses will be reviewed annually.

G. STATEMENT OF CLARIFICATION

The Board of Selectmen shall have the right to include in every shellfish license the following, clarifying statement: "This license does not grant any property rights. It does not authorize any injury to private property or any invasion of private rights. Any use of this license upon privately owned property must proceed with the assent of the property owner. The issuance of this license is not a determination of title or ownership, and it is the responsibility of the grant holder to obtain any required assents from the property owner before exercising the rights conferred by this license."

BREWSTER BOARD OF SELECTMEN

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ADOPTED: 2/6/95
shellcult.doc
DESCRIBE THE PHYSICAL AND ECOLOGICAL IMPACT OF THE PROJECT ON THE PROPOSED SITE AND VICINITY, INCLUDING ANY ANTICIPATED ADVERSE EFFECTS OF THE OPERATION:

- There will be minimal impact.
- Positive impacts: artificial habitat, shoreline protection, improved water quality.

DESCRIBE THE CURRENT NAVIGATIONAL USES OF THE PROPOSED LICENSE SITE, INCLUDING TYPE, VOLUME, TIME, DURATION AND LOCATION OF TRAFFIC:

- There are no navigational uses of the proposed site.

DESCRIBE THE CURRENT COMMERCIAL AND RECREATIONAL FISHING ACTIVITY OCCURRING IN THE VICINITY OF THE PROPOSED LICENSE AREA, INCLUDING TYPE AND AMOUNT OF ACTIVITY, AS WELL AS HISTORICAL PRODUCTION OF SCALLOPS:

- There is minimal recreational fishing activity in the vicinity of the proposed site.
- Three other shellfish farms are in the vicinity of the proposed site; one is the town.

DESCRIBE TECHNICAL EXPERTISE AND EXPERIENCE WHICH DEMONSTRATES ABILITY TO COMPLY WITH THE MANAGEMENT PLAN OUTLINED HEREBIN:

- We have a combined 20+ years working in the aquaculture industry.
FOR AN APPLICATION TO BE CONSIDERED COMPLETE, THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE APPLICATION:

(1) Locus Map

(2) Map of the proposed license area showing Loran C or Latitude and Longitude coordinates of the license area

(3) Relationship of proposed grant site to upland coastal owner

(4) Any other information deemed necessary for decision to be made on the proposed project

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I have met with the above-named applicant and find that the application is in compliance with the requirements of Brewster Regulations and Bylaws and the Massachusetts General Laws.

______________________________
Robert S. Mant
Director
Department of Natural Resources

______________________________
Date
Business Plan for Shellfish Farm

Business Description:

Shellfish farming, also commonly referred to as aquaculture, is the practice of taking seed or juvenile shellfish from hatcheries and “planting” them in the wild to grow for a period of time and ultimately harvest. Our business, pending approval, would be done so on a previously licensed parcel of sand flat off of Mant’s Landing. A partnership between us would help take advantage of the growing market for shellfish, specifically the eastern oyster, commonly referred to as the American Oyster. We plan to start the business in the winter/spring of 2016 and plan to culture, sort, and harvest oysters from early spring through the beginning of winter, where, at that time we will remove all growing equipment and shellfish from the tidal flat for safe keeping on land. Growing shellfish requires a lot of attention, both in the production of growing equipment and also in maintaining the shellfish to maximize a profitable return. This will mean working the flats at low tide and making preparations during both the times when the tide is not low and in the winter.

Business Services:

The primary products from our aquaculture grant will be mainly oysters, but may also include other shellfish such as quahogs. Focusing on the oyster will give us a chance to capitalize on the market and growing demand for a product that we have both gained many years of experience working with. We both have been employed on oyster farms and have volunteered on the Towns shellfish department as well. The combined years of experience and observations of the many details of a successful oyster farm will help us to grow a successful business.

Market:

The market for farmed shellfish, specifically in Massachusetts, has evolved into a lucrative and economically important operation that encompasses all aspects of the process, from growing seed to harvest. A demand for shellfish no longer depends on a seasonal local market, but now consists of nationwide and global year-round market. In conforming with state laws, we will focus on selling our shellfish to the ever-increasing number of local wholesalers. From there they will deliver the fresh, locally grown product, not only within town, but throughout the state and country. Sustainability in harvesting all seafood has become increasingly attractive to consumers and will help bring appeal to our products.
Competition:

The competition within this industry exists more between wholesalers and retailers than the aquaculturists themselves. Within the industry some competition does exist in maintaining a dependable wholesaler, however, the growing demand for our product will ensure our ability to focus more of our effort on cultivating the highest quality product possible rather than competing with other local growers. This will in turn give us any sort of competitive advantage we may need.

Location:

Our shellfish grant will be located on a tidal flat northward of Mant’s Landing in Brewster. Our proposed area incorporates a previous aquaculture site, already having passed approval by both local and state boards, which is no longer in use.

Risks and Opportunities:

The two largest risks involved in aquaculture are disease and environmental impact from storms. Although shellfish diseases rarely occur and prevention is limited, the impacts from storms and ice formation on tidal areas frequently cause significant losses. However, a method of removing the shellfish and growing equipment prior to the relatively predictable season when these storm and ice events normally occur can help guarantee the avoidance of any sort of catastrophic loss.

The close proximity between the shellfish growing area and landings/harbors make the requisite removal of gear and shellfish prior to winter and their returning to the same area at its end, easily feasible and has been demonstrated by nearly all growing operations within both this town and neighboring town’s shellfish areas.

Management:

The management of our joint venture will be shared equally between us both. This will include equipment fabrication and maintenance, seed planting, required care in growth stages, harvesting, winterization processes including removal in the winter and replanting in the spring, and the required state reporting and log keeping. As the growth of the business progresses, we may need to consider the potential for employed help; this would be after careful evaluations by us both.

Objective:

Our goal will be to grow a successful business along with contributing to local industry in marketing our product, the potential to form jobs, and help the environment by growing shellfish on otherwise unproductive sea bottom while at the same time improving water quality.
December 2, 2015

To: Brewster Board of Selectmen

From: Chris Miller

Re: Sumner/Daley Aquaculture Grant Application for Mants Landing

The Brewster Department of Natural Resources does not support your review or approval of a new private shellfish grant off Mants Landing. Our reasons are spelled out below.

Brewster Shellfish Culture License Regulations do not allow an application off town land.

Under section E, the regulations specify: "**Applicants may not apply for shellfish culture licenses off Town landings or beaches.**"

The beach in question has the Town grant and two other private grants off the public beach.

One of these two private grants is currently operating under a one-year license by the Selectmen because the operator has moved out of Brewster and is no longer eligible under the regulations to have a grant or to apply for a commercial shellfish license in Brewster. This grant is up for renewal this month.

There was a third grant held by Roger Bassett, which was not renewed after several years of inactivity. At the time of abandonment, there was discussion about transferring the grant to another, but as a non-conforming use, it was not allowed.

Each year we are approached by a number of residents interested in applying for a shellfish grant off town land. As the regulations do not allow this, we have turned them away and encouraged them to find a private coastal property that would allow them to place the grant out in front. We have been asked to place their names on a waiting list for space off public property, but since the regulations do not allow for an application, we have not established such a list.

If the Selectmen decide to allow a new grant off a public beach or to somehow reuse the abandoned Bassett grant, it should be an open public process available for any interested Brewster resident to apply. The process should identify the number of available grants, maximum size, and other constraints to their use. It should also be very specific about rights of transfer, and prohibit use of vehicles without specific authorization by the Natural Resources Department.
Use of limited public land for shellfish grants

The regulations were put in place by Robert Mant and adopted in 1995. As Director of the Natural Resources Department, I agree that the limited area off each public landing should not be used for private purposes such as aquaculture.

Although the flats are extensive, the available area suitable for shellfish propagation is not as extensive. At Mants Landing, the western border is an area closed to shellfishing and not suitable for new grants. The southern border is an active mooring field. The former Bassett location is located directly north of the Town grant, and there may be a conflict in future years if the Town needs to expand or relocate its grant due to shifting sands.

This is not a hardship for residents; they have the ability to locate grants along much of the 7 miles of coast line as long as they are off private property, and are suitable for shellfish culture. There are currently three private grants west of Ellis Landing, one private grant west of Saints Landing, and two private grants west of Point of Rocks Landing.

Opening up public property for grants may lead to unanticipated consequences. The Department of Natural Resources already manages and inspects the 8 private grants and does not currently have capacity to expand our responsibilities. Each grant utilizes vehicles in spring and fall to put out gear and shellfish, and use public landings for access. In season, they generally park in Town landings and use beach carts to access and service their grants. The Town also has to periodically inspect harvest under the State Vibrio management plan.

It also appears that some of the private grants in Dennis, located off Crow’s Pasture, may be placed on land in the Town of Brewster. This is based entirely off aerial photos showing the approximate town line, and has not been confirmed in the field. If there is suitable property for grants in Brewster accessed off Crows Pasture, that may be an area to explore, but it would not be somewhere the Brewster Department of Natural Resources could easily monitor or manage, as access would be through the Town of Dennis.

Review of application and applicants

Although the application is not allowed under the regulations, and the location is not recommended by the Natural Resources Department, we did review the content and have the following comments which would be applicable if the location was moved to off private property.

- The applicant is requesting a one-acre grant. We have typically assigned ½ acre for initial grant periods of two years. After a successful two year period, we typically support expansion of the grant if needed.
- Although the applicant states there is no navigational use of the proposed site, it is located just off an approved mooring area that has expanded since these regulations were adopted. However, the navigational use of the proposed site is not a factor in the application.
- We are familiar with both applicants and they are very experienced in aquaculture and would likely run a well-managed grant.
Date: November 19, 2015  
To: Brewster Board of Selectmen  
From: Brewster Health and Human Services Committee  
Subject: FY 2017 Funding Recommendations

Please find below two tables, the first of which includes the FY 2017 funding recommendations by the Health and Human Services Committee for the 15 agencies that applied last year. On balance, the committee recommends virtually level funding for these 15 agencies. The second table includes two new agencies, the Alzheimer’s Family Caregiver Support Center and the Nauset Youth Alliance. After learning about the great work of these agencies through community interviews and then interviewing the agencies firsthand, the committee urged these two Brewster agencies to apply for funding. The Alzheimer’s Family Caregiver Support Center provides free ongoing personalized services to 30 Brewster residents currently living with Alzheimer’s and other dementia-related diseases. The Nauset Youth Alliance provides after-school childcare to 120 Brewster children, up to a full day of summer programming for 64 Brewster children, and enrichment programs from karate to knitting to money management open to all Brewster elementary students. These two new agencies requested a total of $17,000 in funding from Brewster, and the committee is recommending that Brewster fund them a total of $14,000. In sum, the committee is recommending an increase in total funding of $13,872 from $88,087 last cycle to $101,959 this cycle.

Table 1. Health and Human Service Agencies Reapplying for Town Funding

<table>
<thead>
<tr>
<th>Agency</th>
<th>Residents Served</th>
<th>FY 2016 Award</th>
<th>FY 2017 Request</th>
<th>FY 2017 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aids Support Group of Cape Cod</td>
<td>4</td>
<td>$2,000</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>Cape Abilities</td>
<td>25</td>
<td>$6,425</td>
<td>$7,000</td>
<td>$7,000</td>
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<tr>
<td>Cape Cod Child Development</td>
<td>33</td>
<td>$5,020</td>
<td>$5,020</td>
<td>$5,020</td>
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<tr>
<td>Cape Cod Children’s Place</td>
<td>191</td>
<td>$6,500</td>
<td>$7,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Consumer Assistance Council</td>
<td>138</td>
<td>$500</td>
<td>$750</td>
<td>$500</td>
</tr>
<tr>
<td>Duffy Health Center (In From the Street)</td>
<td>No App.</td>
<td>$1,000</td>
<td>No App.</td>
<td>$0</td>
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<tr>
<td>Elder Services</td>
<td>48</td>
<td>$8,500</td>
<td>$8,500</td>
<td>$8,500</td>
</tr>
<tr>
<td>Gosnold</td>
<td>173</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Homeless Prevention Council</td>
<td>303</td>
<td>$11,542</td>
<td>$12,119</td>
<td>$12,119</td>
</tr>
<tr>
<td>Independence House</td>
<td>282</td>
<td>$5,500</td>
<td>$5,500</td>
<td>$5,500</td>
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<tr>
<td>Lower Cape Outreach Council</td>
<td>313</td>
<td>$9,500</td>
<td>$9,500</td>
<td>$9,500</td>
</tr>
<tr>
<td>Nauset Together We Can</td>
<td>12</td>
<td>$4,500</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Outer Cape Health Services</td>
<td>805</td>
<td>$12,500</td>
<td>$15,000</td>
<td>$12,500</td>
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<tr>
<td>Sight Loss Services</td>
<td>76</td>
<td>$1,100</td>
<td>$1,200</td>
<td>$1,200</td>
</tr>
<tr>
<td>South Coastal Counties Legal Services</td>
<td>21</td>
<td>$4,000</td>
<td>$4,120</td>
<td>$4,120</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>2424</strong></td>
<td><strong>$88,087</strong></td>
<td><strong>$93,209</strong></td>
<td><strong>$87,959</strong></td>
</tr>
</tbody>
</table>
Table 2. Health and Human Service Agencies Newly Applying for Town Funding

<table>
<thead>
<tr>
<th>Agency</th>
<th>Residents Served</th>
<th>FY 2016 Award</th>
<th>FY 2017 Request</th>
<th>FY 2017 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alzheimer's Family Caregiver</td>
<td>30</td>
<td>$7,000</td>
<td>$7,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Nauset Youth Alliance</td>
<td>120</td>
<td>$10,000</td>
<td>$7,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>150</strong></td>
<td><strong>$17,000</strong></td>
<td></td>
<td><strong>$14,000</strong></td>
</tr>
</tbody>
</table>

We look forward to discussing the funding requests with you on Monday, December 7, 2015.
Dear Sue and Kathy,

Having spoken to Mr. Gorman (who is copied here), I believe the attached Lease is acceptable to the Library, and may be presented to the Selectmen for review at their meeting on Monday.

Please note, the Lease does not extend the Term beyond the original Term contained in the 1995 iteration. The 1995 Lease called for an original term of 20 years (expiring on October 3, 2015), with two, 10 year options to extend. The first option has already been exercised, and thus this 2015 Lease has an original Term expiring on October 4, 2025, with a single 10 year option to extend.

As I understand it, due to the anticipated financing the Library will be obtaining in the future, they will likely need a longer lease term. Accordingly, Town Meeting will have to approve the extended Term at the May 2016 meeting. We'll need to remember to include this matter on the Warrant at that time.

Please let me know if you have any further questions. Thank you,

Sarah A. Turano-Flores

Nutter

Nutter McClennen & Fish LLP
1471 Iyannough Road
P.O. Box 1630
Hyannis, Massachusetts 02601
Direct line 508.790.5477 Fax 508.771-8079
www.nutter.com

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1. PARTIES

In consideration of the rents, covenants and agreements hereinafter set forth, and subject to the conditions hereinafter set forth, the Town of Brewster, a municipal corporation existing with the Commonwealth of Massachusetts, having offices at 2198 Main Street, Brewster, MA 02631, and their successors and assigns, acting by and through its Board of Selectmen under the authority of the Vote taken at the Annual Town Meeting held on April 27, 2015, a copy of which is attached hereto as Exhibit A, without personal liability for any of the members thereof ("LESSOR") does hereby lease to The Brewster Ladies' Library Association, Inc., a private, non-profit corporation, having a place of business at 1822 Main Street, Brewster, MA 02631, and their successors and assigns where the context so admits, acting by and through its President and Treasurer under the authority of the vote taken at The Brewster Ladies' Library Special Meeting held on October 15, 2015, a copy of which is attached hereto as Exhibit B, without personal liability for either officers of said corporation ("LESSEE"), the following described premises:

1A. BACKGROUND

LESSOR and LESSEE previously entered into the Indenture of Lease for the Premises (hereinafter defined) dated October 3, 1995, a copy of which is attached hereto as Exhibit C (the "Initial Lease"). LESSEE notified LESSOR that it elected to exercise its first of two, ten (10) year Extension Periods, as defined in the Initial Lease. In order to update and revise certain terms of the Initial Lease, LESSOR and LESSEE agreed to amend the Initial Lease by this First Amended and Restated Commercial Lease, which shall govern the two (2), ten (10) year Extension Periods, the first of which has been exercised as hereinabove described. By execution of this Amended and Restated Commercial Lease (this "Lease") by LESSOR and LESSEE, the Initial Lease is hereby replaced in its entirety by this Lease.

2. PREMISES

The land, the building, and the improvements thereon known as and numbered 1822 Main Street in Brewster, Massachusetts, currently known as the Ladies' Library Building and identified on the Town of Brewster Assessor's Map 25 as Parcels 7 and 8 (the "Premises").

3. TERM

The fixed term of this Lease shall be for ten (10) years commencing on October 4, 2015 (the "Commencement Date") and expiring October 4, 2025 (the "Term").

LESSEE shall have one (1) option to extend the Term for a period of ten (10) years (the "Extension Period") upon written notice given to LESSOR no less than ninety (90) days prior to the expiration of the Term. All of the terms and provisions of this Lease in effect immediately prior to such Extended Term shall be applicable during such Extended Term. The Extension Period shall commence on the day after the expiration date of the Term, provided: (a) LESSOR provided timely notice of the extension to LESSOR; (b) LESSOR is not in default of any of the terms of this LEASE; and, (c) the Town of Brewster Board of Selectmen have voted to consent to the Extension Period at a public meeting.

4. RENT

LESSEE shall pay to LESSOR fixed rent at the rate of one dollar ($1.00) per year.

5. SECURITY DEPOSIT

NONE.

6. PERSONAL PROPERTY TAXES

LESSEE shall be responsible for paying all personal property taxes with respect to LESSEE's personal property at the Premises.

7. UTILITIES

LESSEE shall be responsible for the provision, connection, and maintenance of, and the payment for, all utilities furnished to the Premises including, but in no way limited to, electricity, heat, telephone, gas, water and sewage (collectively, the "Utilities"). Notwithstanding the foregoing, provided that LESSOR has made an appropriation for such payment, the funding for the provision, connection, maintenance and payment of Utilities may come out of any operating budget LESSOR appropriates for LESSEE on an annual basis. LESSEE shall be solely responsible to pay for the Utilities if LESSOR has not made such appropriation. LESSOR shall be under no obligation by virtue of this Lease to provide Utilities or other services to the Premises.

8. USE OF PREMISES

LESSEE shall use the Premises to provide a free public library and reading room for the benefit of the citizens of the Town of Brewster, but under the sole direction and control of LESSEE, which for this purpose, shall have the free and undisturbed occupancy of said Premises for so long as the Brewster
Ladies' Library Association, Inc. shall exist and maintain a public library and reading room thereon, or for the Term, whichever is shorter, unless sooner terminated or extended as provided herein (the "Permitted Uses").

9. **COMPLIANCE WITH LAW**

LESSEE acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the Town of Brewster. Without limiting the generality of the foregoing LESSEE shall not bring or permit to be brought or kept in or on the Premises any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to applicable law, including, without limitation, Chapter 21E of the Massachusetts General Laws; provided, however, that LESSEE may bring into or keep hazardous materials on the Premises as are typically used in connection with the Permitted Uses, provided the that same are stored, used and disposed of in accordance with all applicable laws. LESSEE shall immediately send LESSOR written notice of any incident involving hazardous materials which requires the filing of any notice and, upon LESSOR's request, shall provide records and information regarding all hazardous substances maintained on the Premises.

10. **INSURANCE**

(a) LESSEE, at its sole cost and expense, shall provide and maintain with respect to the Premises, such insurance as shall protect LESSEE and LESSOR from and against the claims set forth below which may arise out of or result from the Lessee's operations under the Lease, whether such operations be by the Lessee, or by anyone directly or indirectly employed by the Lessee or by anyone for whose acts the Lessee may be liable:

i. Claims under Workers’ Compensation, disability benefit or other similar employee benefit acts, in amounts not less than the mandated statutory minimum limits of liability;

ii. Claims under commercial general liability insurance, including claims for damages because of bodily injury, sickness, disease or death of any person, claims insured by usual personal injury liability coverage, claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, with the combined single limit for bodily injury, death or damage to property in the amount of $1,000,000.00.

iii. Sufficient insurance for any non-operational related contents on the Premises, such as art (decorative or otherwise) and special exhibits displayed on Premises.

LESSEE shall obtain such insurance coverage from responsible companies qualified to do business in Massachusetts. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. Insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein. The funding for the provision, payment and maintenance of such insurance may come out of any operating budget LESSOR might appropriate to LESSEE on an annual basis. LESSEE shall be solely responsible to pay for such insurance if LESSOR has not made such appropriation. LESSOR shall be under no obligation by virtue of this Lease to provide liability insurance for LESSEE.

(b) LESSOR, at its sole cost and expense, shall:

i. under the blanket insurance policy of LESSOR insure the building and all fixtures, additions and improvements which are a part of the Premises against damage by fire or casualty and keep them so insured to the extent of the full replacement value, it being agreed that if any insuring company requires any modifications, additions or improvements to the Premises as a condition precedent to issuing such insurance policy, LESSOR shall forthwith arrange to have the necessary work performed in an good and workmanlike manner. The amount of said insurance shall be payable to LESSOR, the mortgagee, if any, and LESSEE as their interests may appear. Such insurance shall be in effect upon execution of this Lease or immediately thereafter. Such insurance shall not be amended (except for increases in insurance limits) or canceled except on thirty (30) days prior written notice to LESSEE. The policy or certificates thereof shall be delivered to and held by LESSOR.
ii. Provide and maintain public liability insurance having a minimum per occurrence limit of One Million Dollars ($1,000,000.00) against all claims which may be brought for bodily injury, death or damage to property of third persons.

iii. Provide and maintain theft and contents insurance for the Premises having a minimum per occurrence limit of Three Hundred Fifty Thousand Dollars ($350,000.00) against all claims which may be brought for loss, injury or damage to the contents of the Premises. LESSEE shall annually obtain, and provide to LESSOR a copy of, a Massachusetts Interlocal Insurance Association ("MIIA") statement of value providing the contents replacement value, which replacement value shall set the minimum amount of the contents insurance for the Premises each year. In the event MIIA no longer provides insurance to the LESSOR, the successor insurer shall provide the annual statement of values. If the insurer ceases to provide an annual statement of values, the minimum contents insurance value shall be based on an annual assessment provided by LESSEE’s Director.

(c) In the event LESSOR should change its method of insuring town property such that discontinuation of the coverage set forth herein would result, LESSOR shall give at least thirty (30) days notice to LESSEE prior to said change in order for LESSEE to obtain comparable insurance coverage if discontinuation would result.

(d) LESSEE shall not violate or permit to be violated any of the conditions or provisions of any insurance policy, and LESSEE shall perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing satisfactory to LESSOR shall be willing to write and/or continue such insurance.

(e) LESSEE shall not permit any use of the Premises which will make voidable any insurance on the Premises, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

11. MAINTENANCE

LESSEE agrees to maintain the interior of the Premises in the same order and condition as they are in on the Commencement Date, reasonable wear and tear and damage by fire and other casualty only excepted. LESSEE shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall be permitted to maintain its current signage on the Premises so long as it is permitted by law. Funding for any maintenance and repairs undertaken by LESSEE may come from any operating budget LESSOR might appropriate LESSEE on an annual basis.

LESSOR, at LESSOR’s sole cost and expense, shall be responsible for: (a) exterior repairs; (b) repair and maintenance of the septic system; (c) capital expenditures for the Premises; (d) watering, cutting and pruning of grass and shrubs in landscaped areas on the Premises; (e) rubbish removal; (f) regular maintenance and repairs to all heating, air conditioning, hot water and other equipment serving the Premises; (g) janitorial and cleaning services; (h) removal of snow, ice and refuse from the sidewalks, parking areas and driveways; (i) patch and re-strip the parking area as needed; (j) re-painting interior surfaces; (k) replacement of broken glass with glass of the same kind and quality; and (l) all structural portions of the building of which the Premises are a part, including the roof, the foundation, all structural walls, columns, floor slab, window and door frames, conduits and pipes, as well as the replacement of plumbing, electrical and heating and air-conditioning systems serving the Premises. Funding for any maintenance and/or repairs which are the responsibility of LESSOR under this Lease may come from any capital/operating budget LESSOR may appropriate to LESSEE on an annual basis. LESSOR shall not have any obligation to make any repairs or alterations to the Premises or any part thereof, except as expressly provided in this paragraph.

12. DAMAGE OR DESTRUCTION

Should any portion of the Premises be damaged or destroyed by fire or other casualty, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other casualty, by and at the expense of LESSOR, but only to the extent that LESSOR has received insurance proceeds sufficient therefor and, if such proceeds exceed twenty thousand dollars ($20,000.00), only to the extent LESSOR has received specific appropriation of those funds from Town Meeting for said replacement and restoration work, in accordance with Massachusetts General Laws, Chapter Forty-Four, Section Fifty-Three. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of LESSOR and for delay on account of labor troubles or any other cause beyond LESSOR’s control. LESSOR shall not be liable for any inconvenience or annoyance to LESSEE or injury to the business of LESSEE resulting from delays in repairing such damage, except that LESSOR agrees to use its best efforts for
procure such insurance proceeds and to repair such damage expeditiously, and except that LESSOR shall not unreasonably interfere with LESSOR's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a four (4) month period, either LESSOR or LESSEE may within thirty (30) days of the occurrence of such damage, terminate this Lease upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this Lease contained, if LESSOR shall not have in fact completed repair of such damage within four (4) months from the occurrence of such fire or other casualty, LESSEE may terminate this Lease by written notice to LESSOR and thereafter this Lease shall be of no further force or effect. LESSOR shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction. If the proceeds should exceed twenty thousand dollars ($20,000.00), LESSOR shall not be obligated to expend funds to repair or replace the Premises in excess of the amount specifically appropriated by LESSOR of such work, in accordance with Massachusetts General Laws, Chapter Forty-Four, Section Fifty-Three.

13. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

LESSEE shall not make any alterations or additions to the Premises except as herein provided.

A. LESSEE shall not make any structural installations, alterations, additions or improvements in or to the Premises, including, without limitation, any apertures in the walls, partitions, ceilings or floors, without on each occasion obtaining the prior written consent of LESSOR. LESSEE may make nonstructural alterations without the prior written consent of LESSOR. Any structural work so approved by LESSOR shall be performed only in accordance with plans and specifications therefor approved by LESSOR, and shall be at LESSEE's sole expense and risk. LESSEE shall procure at LESSEE's sole expense all necessary permits and licenses before undertaking any work on the Premises and shall perform all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws, including, without limitation, the Americans with Disabilities Act, and with all applicable insurance requirements. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work or any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record within ten (10) days without cost to LESSOR. LESSEE shall save LESSOR harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. LESSOR may inspect the work of LESSEE at reasonable times and give notice of observed defects. All structural additions, alterations or improvements made by LESSEE to the Premises shall become the property of LESSOR at the expiration or earlier termination of this Lease.

B. LESSEE may install in the Premises such fixtures (trade or otherwise) and equipment as LESSEE deems desirable and all of said items shall be and remain the property of LESSEE, and, shall be removed by LESSEE prior to the termination of this Lease; provided, however, that such removal shall be LESSEE's sole cost and expense, that such removal does not create any dangerous or hazardous condition on the Premises which would violate applicable laws, pose a safety risk, or cause any insurance to be cancelled, altered, or compromised in any material way. LESSEE shall repair all damage resulting from such removal. LESSOR shall not mortgage, pledge or encumber said fixtures or equipment. All signs, counters, shelving, trade and light fixtures, contents, and other store equipment, which may at any time be installed or placed in or upon the Premises, by or at the sole expense of LESSEE (i.e., not from the funds appropriated by LESSOR for LESSEE's operating budget), are and shall remain the property of LESSEE, and LESSEE shall remove the same and repair all damage prior to or at the expiration date of the Term or the Extension Period of this Lease.

14. ASSIGNMENT – SUBLEASING/RECORDING

LESSEE shall not assign or sublet the whole or any part of the Premises or record this Lease or a notice thereof without LESSOR's prior written consent, in LESSOR's sole discretion. Notwithstanding such consent, LESSEE shall remain liable at all times to LESSOR for the full performance of the covenants and conditions of this Lease. Any assignment or sublet of the Premises or recording in violation of this provision shall result in automatic termination of this Lease.

15. LESSOR'S ACCESS

From and after the Commencement Date, LESSEE shall permit LESSOR and its authorized representatives or workmen to enter into and upon the Premises for the purpose of (i) inspecting the Premises, (ii) making any necessary repairs thereto and performing any work therein that may be necessary by reason of LESSEE's failure to make any such repairs for a period of ten (10) days after written notice from LESSOR, or (iii) for the purpose of showing the Premises to any real estate agent, appraiser, mortgagee, prospective buyer or prospective tenant or inspector/contractor for prospective buyer/tenant within ninety (90) days prior to expiration of the Term or Extension Period then in effect.
16. INDEMNIFICATION AND LIABILITY

LESSEE and LESSOR agree to indemnify and defend each other against, and to save each other harmless from, any and all claims of whatever nature for injury or damage to persons or property in or above the Premises caused by their respective negligence or intentional conduct or by the negligence or intentional conduct of their respective employees, agents or contractors, unless otherwise provided for herein.

All property of LESSEE of any kind that may at any time be in or upon the Premises shall be at the sole risk of LESSEE, except to the extent such property may be covered by LESSOR’s blanket insurance policies. LESSOR shall not be liable for any injury, loss or damage to said personal property and LESSOR shall not be liable for any injury caused by any defects in the heating, electricity, or water apparatus or pipes, or from any leakage into said Premises of water, rain, snow or sewer overflow, except to the extent such property may be covered by LESSOR’s blanket insurance policies. All construction warranties extended by the contractor who constructed the building or manufacturer of any material or component used in the construction of the building shall also extend, whenever possible by the terms thereof, to LESSEE and LESSOR. LESSOR shall in no manner be liable to LESSEE or to any other person for any accident or injury to any person while upon the Premises unless the same shall be due to the negligence of LESSOR, its employees, agents, contractors, licensees, sublessees or invitees.

17. DEFAULT AND BANKRUPTCY

In the event that:

(a) LESSEE shall no longer use the Premises for a Permitted Use; or

(b) LESSEE shall default in the observance or performance of any other of LESSEE’s covenants, agreements, or obligations hereunder and LESSEE shall not have commenced to prosecute the cure of such default within ten (10) days after written notice thereof; or

(c) LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE’s property for the benefit of creditors,

Then, and in each of these cases, LESSOR shall have the right thereafter, while such default continues and without further demand or notice, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove LESSEE’s effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default, and upon entry as aforesaid this Lease shall terminate.

If LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE’s part to be observed or performed under or by virtue of any of the provisions or any article of this lease, after sixty (60) days written notice to LESSEE thereof, LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of LESSEE. If LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney’s fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations shall be paid to LESSOR by LESSEE as additional rent.

18. NOTICE

Any notice from LESSOR to LESSEE relating to the Premises or to the occupancy thereof, including, without limitation, any consent or other communication authorized or required by this Lease, shall be deemed duly served, if hand delivered to LESSEE at the Premises, or if mailed to the Premises addressed to LESSEE, registered or certified mail, return receipt requested, postage prepaid, or if sent by nationally recognized overnight courier service with evidence of delivery. Any notice from LESSEE to LESSOR relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LESSOR by registered or certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier service with evidence of delivery addressed to LESSOR at the address listed in Paragraph 1. Either party may, by notice given to the other party, designate a new address to which notices shall be sent, and thereafter notices shall be sent to the address most recently designated by such party.
19. **SURRENDER**

LESSEE shall at the expiration or other termination of this lease remove all LESSEE’s goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all personal property of LESSEE either inside or outside the Premises). LESSEE shall deliver to LESSOR the Premises, all keys, locks thereto, other fixtures connected therewith, and all alterations and additions made to or upon the Premises, in the good condition, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of LESSEE’s failure to remove any of LESSEE’s property from the Premises, LESSOR is hereby authorized, without liability to LESSOR, to remove and store any of the property at LESSEE’s expense, or to retain same under LESSOR’s control, or to sell at public or private sale, with ninety (90) days notice to LESSEE, any or all of the property not so removed and apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. **LESSOR’S COVENANTS**

A. LESSOR represents and warrants to LESSEE that LESSOR has the lawful right and authority to enter into this Lease for the entire term hereof (including the Extension Period).

B. LESSOR covenants and agrees that LESSEE, upon performance of its obligations under this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease and any Extension Period(s) without hindrance or molestation by LESSOR, its agents, or servants, subject to the terms hereof and so long as LESSEE shall faithfully perform its undertakings hereunder and the terms, covenants and conditions hereof.

21. **LESSEE’s COVENANTS**

In addition to all other covenants and agreements of LESSEE contained herein, LESSEE hereby covenants with LESSOR that LESSEE during the Term, Extension Period, and for such further time as it shall hold the Premises or any part thereof, LESSEE will:

1. pay all charges for heat, water, gas, electricity, sewerage, and all other utility services used by LESSEE upon the Premises, though these payments may be made through any operating budget LESSOR might appropriate to LESSEE on an annual basis;

2. save LESSOR harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence of LESSOR, its agents, employees, servants or contractors or by LESSOR’s failure to properly make repairs required to be made by LESSOR hereunder;

3. at the expiration of the Term or Extension Period, as applicable, remove its goods and defects and those of all persons claiming under it and will peaceably yield up to LESSOR the Premises and all additions and improvements made upon them (except those which LESSEE is permitted to remove hereunder) and leave them clean and in such repair, order and conditions as the same are in at the commencement of the Term or may be put in by LESSOR or LESSEE during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty excepted;

4. not commit any nuisance on the Premises;

5. not overload the Premises;

6. not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force;

7. not do any act or thing upon the Premises which will make them uninsurable against fire or which is liable to increase the premium for fire insurance on the Premises over the normal premium at the time in question for the stipulated use of the Premises;

8. keep the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises;

9. except only for the structures on the Premises, repairs to which are to be made by LESSOR, make all repairs, alterations, and replacements so required;

10. procure any authorizations or licenses required for LESSEE’s use or repair of the Premises; and;

11. permit LESSOR or its agents during normal business hours and with reasonable prior
notice to Lessee (or at any time in the event of an emergency), to enter to view the
Premises and make repairs or improvements, but LESSOR will not be required to do so,
except as otherwise expressly provided in this Lease.

LESSEE shall continue to operate as a non-profit corporation subject to the rules and regulations of the
Commonwealth of Massachusetts Department of Revenue. If these regulations, or any other law,
require the Town of Brewster’s auditor perform an annual audit of LESSEE’s accounts of LESSOR’s
budget voted by Town Meeting, and/or any privately raised funds expended by LESSEE, LESSEE will
cooperate with LESSOR for such audit and timely provide any and all documentation in connection
therewith.

22. BROKERAGE
Each party represents and warrants to the other that it has not dealt with any real estate brokers,
agents or other persons entitled to a commission in connection with this transaction. Each party
agrees to defend, indemnify and hold the other harmless from and against any damages arising
out of the failure of the foregoing representation and warranty.

23. CONDITION OF
PREMISES
LESSEE agrees to accept the Premises “As Is”.

24. FORCE MAJEURE
In the event that LESSEE or LESSOR is prevented or delayed from making any repairs or performing
any other covenant hereunder by reason of any cause reasonably beyond the control of LESSEE or
LESSOR, then such party shall not be liable to the other party therefore.

25. SUBORDINATION
The Lease shall be subject and subordinate to any and all mortgages, deed of trust and other
instruments in the nature of a mortgage, now or at any time hereafter, a lien or leans on the property of
which the Premises are a part and LESSEE shall, when requested, promptly execute and deliver such
written instruments as shall be necessary to show the subordination of this lease to said mortgages,
deed of trust, or other such instruments in the nature of a mortgage.

26. LESSOR CONSENT
Wherever in this Lease LESSOR’s consent or approval is required, such consent or approval
shall be in LESSOR’s sole discretion.

27. WAIVER OF
SUBROGATION
Notwithstanding anything in the Lease to the contrary, LESSOR and LESSEE hereby release
the other from any and all liability or responsibility to the other (or anyone claiming through or
under them by way of subrogation or otherwise) for any loss or damage to property caused by
fire or any other casualty covered by insurance. LESSEE agrees that its policies of insurance
will include such a clause or endorsement.

28. WAIVER
The parties hereto agree that the failure of either party to seek redress for violation of, or to
insist upon the literal and strict performance of, any term, covenant, option or conditions of
this Lease shall not be construed as a waiver or relinquishment for the further of such term,
covenant, option or condition, but the same shall continue and remain in full force and effect,
and such a failure shall not prevent a similar subsequent act from constituting a default under
this Lease. No waiver of any term, covenant, option or condition in this Lease or the breach
thereof shall be deemed to have been made by any particular party, unless expressly
acknowledged in writing by the other party hereto over its signatures.

29. PAYMENT OF
LESSOR’s COST OF
ENFORCEMENT
LESSEE shall pay, on demand, LESSOR’s expenses, including reasonable attorney’s fees,
incurred in enforcing any obligation of LESSEE under this Lease or in curing any default by
LESSOR under this Lease.

30. USE OF LIBRARY
FACILITIES BY
LESSOR
The parties further agree that LESSEE’s use policy, rules and regulations shall be
promulgated from time to time by LESSEE’s Board of Directors and that said use policy is
subject to review and approval by LESSOR. Any use of the building on the Premises by
LESSOR and any of its boards, commissions, agencies or departments, shall be made by
scheduling said use with LESSEE’s Director in accordance with said use policy, rules and
regulations.

31. NET LEASE
It is understood and agreed that LESSEE, during the term hereof, is to do all things and make
all payments connected with the Premises or arising out of any occupation of the Premises or
any part thereof or its appurtenances, except as otherwise expressly provided in this Lease,
and under no condition or contingency is LESSOR to be called upon to do or perform any act
or action or be subject to any liability or responsibility or to make any payments with respect to
the Premises or any part thereof, except as otherwise expressly provided in this Lease.
This Lease may be executed in counterparts. A signature transmitted by facsimile shall have the effect of an original. If any term or provision in the Lease is declared invalid in a court of law, the remainder of the Lease shall not be affected. LESSOR and LESSEE shall take all steps necessary to ensure the validity of this Lease and its compliance with the applicable laws of the Commonwealth of Massachusetts. If LESSOR is a trust, corporation, limited liability company or entity whose representative executes this lease in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. Anything else in any other Section of this Lease to the contrary notwithstanding, LESSEE shall look solely to the estate and property of LESSOR in the Premises for the satisfaction of any claim for the payment of money by LESSOR by reason of any default or breach by LESSOR of any of the terms or provisions of this Lease to be performed, fulfilled or observed by LESSOR, and no other property or assets of LESSOR shall be subject to levy, execution, or other enforcement procedure for the satisfaction of LESSEE's remedies for any such default or breach. This lease shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; and may not be cancelled, modified or amended except by consent in writing signed by both LESSOR and LESSEE. The captions are used only as a matter of convenience and are not to be considered a party of the Lease or to be used in determining the intent of the parties to it.

[Signature page follows.]
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ____________ day of December, 2015.

LESSOR:

TOWN OF BREWSTER,
By its Board of Selectmen

_______________________________  __________________________
Ben DeRuyter, Chair  James W. Foley

_______________________________  __________________________
Peter G. Norton  Patricia Hughes

_______________________________
John Dickson

LESSEE:

THE BREWSTER LADIES' LIBRARY ASSOCIATION, INC.

By:_________________________________________
  Joan Cassidy, President

By:_________________________________________
  Lisa Gerrish, Treasurer

2848560.4
Dear Susan,

Attached is the Brewster Ladies Library Easement, as negotiated between Steve Jones, on behalf of the church, and my office on behalf of the town. This document should be in good form for the Selectmen to review at their meeting on Monday evening.

Please let me know if you have any questions.

Thank you,

Sarah A. Turano-Flores

Nutter McClennen & Fish LLP
1471 Iyannough Road
P.O. Box 1830
Hyannis, Massachusetts 02601
Direct line 508.790.5477 Fax 508.771-8079
www.nutter.com

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Agreement”) is made and entered into this ___ day of ____________, 2015, by and between the Town of Brewster, a duly organized municipal corporation with a principal place of business at 2198 Main Street, Brewster, Massachusetts 02631, acting by and through its Board of Selectmen, its successors and assigns (the “Town”), and the Brewster Baptist Church, Inc., a Massachusetts religious corporation, having an address of 1848 Main Street, Brewster, MA 02631, its successors and assigns where the context so admits (the “Church”, together with the Town, hereinafter each sometimes referred to as an “Owner” and collectively referred to as the “Owners”).

RECITALS

A. The Town is the owner of that certain real property situated in the Town of Brewster, County of Barnstable, Commonwealth of Massachusetts, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Library Property”), which is currently leased to the Brewster Ladies Library (the “Library”).

B. The Church is the owner of that certain real property situated in the Town of Brewster, County of Barnstable, Commonwealth of Massachusetts, abutting the Library Property and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “Church Property”, together with the Library Property hereinafter collectively referred to as the “Properties”).

C. The Town intends to re-design and re-construct the parking lot and related improvements, and construct a driveway and related driveway improvements connecting the Properties, a portion of which will be located on the Church Property (collectively, the “Project”), all as shown on the plan entitled “Easement Sketch Plan Prepared for Town of Brewster and Brewster Baptist Church” dated July 28, 2015 by J.M. O’Reilly & Associates, Inc. and attached hereto as Exhibit C (the “Easement Plan”).

D. The parties hereto desire to impose certain easements upon the Properties for the mutual and reciprocal benefit and complement of the Library Property and the Church Property, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and agreements herein contained, the Town and the Church hereby covenant and agree that the Properties shall be and hereby are
subject to the terms, covenants, easements and conditions hereinafter set forth in this Agreement, so that said Properties shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

I. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Properties, and all Owners and tenant(s) or occupant(s) of the Properties, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owners and/or (ii) such tenant(s) or occupant(s) of the Properties (such tenants, employees, agents, contractors, customers, invitees and licensees being hereinafter collectively referred to as the “Permittees”), shall be benefited and burdened by the easements herein below described, which are hereby imposed upon the Properties and all present and future Owners and Permittees of the Properties.

A. The Church hereby grants to the Town the following perpetual, non-exclusive rights and easements appurtenant to the Library Property within the area shown as “Easement Area” on the Easement Plan (the “Easement Area”):

1. An easement for access, ingress and egress within the Easement Area so as to provide for the passage of motor vehicles and pedestrians to and from the Library’s abutting parking lot and/or rights of way furnishing access to the Library Property;

2. An easement for the parking of motor vehicles over the parking area to be constructed by the Town within the Easement Area as the same may be modified or removed from time to time by the Town;

3. An easement under and across the Easement Area for the installation, maintenance, repair and replacement electrical conduits, poles, or systems and other utility facilities necessary for the orderly development and operation of the Library Property, including, without limitation, the lighting along the driveway, which will be controlled by the Library;

4. An easement for access, ingress and egress over the sidewalk within the Easement Area so as to provide for the passage of pedestrians between the Library Property and the Church Property; and,

5. An easement within the Easement Area for the placement, replacement, maintenance and repair of signage of the size, type, and shape as is acceptable to the Town.

B. The Church hereby grants to the Town, for so long as the Library Property is operated as a Library, a non-exclusive right and easement appurtenant to the Library Property for the parking of vehicles in the parking areas on the Church Property as the same
may be modified or removed from time to time by the Church (the "Church Property Parking Area"), the Church Property Parking Area being for overflow parking only. In no event shall the Church Property Parking Area be used by the Library Permittees

(a) when the Church is in session conducting its regular weekly services, funeral services, weddings, holiday services, ministries and/or fundraisers, except with prior written authorization of the Church Pastor, or

(b) for delivery or truck parking, overnight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Library’s Parking Easement Area.

C. Subject to the limitations set forth herein below, the Town hereby grants to the Church, for so long as the Church Property is owned by a Massachusetts religious corporation and operated as a church, the following non-exclusive rights and easements appurtenant to the Church Property:

1. An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Library Property so as to provide for the passage of motor vehicles and pedestrians between all portions of the Church Property and the Library Property, and to and from all abutting streets or rights of way furnishing access to the Library Property; and,

2. An easement for the parking of vehicles in the paved parking areas on the Library Property, as such parking areas are shown on the Easement Plan and as the same may be modified or removed from time to time by the Town (the "Library Property Parking Area"), the Library Property Parking Area being for overflow parking only. In no event shall the Library Property Parking Area be used by the Church Permittees:

(a) when the Library is open for regular business or holding an after-hours event, except with prior written authorization of the Library Director, provided, however, the Church Permittees may use the Library Parking Area until 1:00 PM on Sundays, regardless of whether the Library is open; or

(b) for delivery or truck parking, overnight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Library Property Parking Area.

D. The Church hereby grants to the Town, as appurtenant to the Library Property, the temporary, non-exclusive right and easement to access and travel over the Church Property so as to enable the construction of the Project and other improvements required for the initial development of the Project by the Town, including, without limitation, temporary parking of construction vehicles on the gravel or paved area of the Church Property Parking Area, grading, and storage of construction materials; provided, however, that there shall be no parking of construction vehicles in
the paved area on Sundays between 6:00 A.M. and 1:00 P.M. and any material storage shall be limited to the gravel area (the "Temporary Construction Easement"). The Temporary Construction Easement shall be for access to and from the Library Property with equipment, construction vehicles, machines and materials and shall include the right to park and/or store materials within the Easement Area. If, in the exercise of the rights granted in this Temporary Construction Easement, the surface of the ground shall be disturbed on the Church Property, the Town shall restore the surface as nearly as practicable to the condition it was in prior to the exercise. The rights and easements granted in this Section I(D) shall automatically terminate on the earlier of: (i) two (2) months after the Town commences construction of the Project; or, (ii) one (1) year after the date that this Agreement is recorded with the Barnstable County Registry of Deeds.

E. In the event the Library Property ceases to be operated as a Library, the easements in Section I(B) shall automatically terminate. Third parties may rely upon an affidavit executed by the Town duly recorded at the Barnstable County Registry of Deeds certifying that the easements in Section I(B) have terminated as set forth herein, which affidavit shall be conclusive as to the matters contained therein. If Section I(B) is so terminated, then the remainder of this Agreement, other than those as to which it would become not applicable or unenforceable, shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. In the event the Church Property ceases to be owned by a Massachusetts religious corporation and/or operated as a church, the easements in Section I(C) shall automatically terminate. Third parties may rely upon an affidavit executed by the Town duly recorded at the Barnstable County Registry of Deeds certifying that the easements in Section I(C) have terminated as set forth herein, which affidavit shall be conclusive as to the matters contained therein. If Section I(C) is so terminated, then the remainder of this Agreement, other than those as to which it would become not applicable or unenforceable, shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

II. Indemnification. Each Owner shall indemnify and hold the other harmless from and against all claims, liabilities and expenses (except that each party shall pay its own attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of itself, its contractors, employees, agents, or others acting on behalf of it.

III. Maintenance/Compliance with Law. For so long as this Agreement is in effect, the Town shall be responsible, at its sole cost and expense, for repairing and maintaining the Easement Area and the Library Property, including, without limitation, snow removal.

Each party agrees not to cause the other party's property to be stripped, overloaded, damaged, or defaced and shall not permit any nuisance in or about the other's property. Each party will comply, and will cause its Permittees to comply, with all laws, rules,
regulations and requirements of all governmental authorities and insurance companies pertaining to the other party's property.

IV. Insurance. Throughout the term of this Agreement, the Church shall procure and maintain general and/or comprehensive public liability and property damage insurance (including contractual liability arising under the indemnity contained in Section II above) against claims for personal injury, death, or property damage occurring upon the Library Property, with single limit coverage of not less than an aggregate of One Million Dollars ($1,000,000.00) including umbrella coverage, if any, and naming the Town as an additional insured. Such insurance policy shall be kept in effect under a valid and enforceable policy issued by an insurance company reasonably satisfactory to the Town.

The Church shall have included in all policies of all risks, fire, extended coverage, and other property insurance obtained by it covering the Library Property and all property kept thereon by or on behalf of the Church, a waiver by the insurer of all rights of subrogation against the Town in connection with any loss or damage thereby insured against. To the full extent permitted by law, the Church waives all right of recovery against the Town for, and agrees to release the Town from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect covering the party seeking recovery at the time of such loss or damage or would be covered by the insurance required to be maintained under this Agreement. If the release of the Town, as set forth in the immediately preceding sentence, should contravene any law with respect to exculpatory agreements, the liability of the Town shall be deemed not released to that extent, but shall be secondary to the liability of the Church's insurer.

V. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Property.

VI. No Implied Easements. No easements, except those expressly set forth in Section I, shall be implied by this Agreement.

VII. Remedies and Enforcement.

7.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

7.2 Self-Help. Upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the other Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner. Notwithstanding the foregoing, in the event of (i) an emergency,
(ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on the Library Property, an Owner may immediately cure the same.

7.3 **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

VIII. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Barnstable County Registry of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is terminated under Section I(E) or otherwise modified, amended, canceled or terminated by the written consent of all then record Owners of the Library Property and the Church Property in accordance with Section 9.2 hereof.

IX. **Miscellaneous.**

9.1 **Attorneys' Fees.** In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, each Owner shall pay its own attorneys' fees and costs incurred in the preparation and prosecution of such action or proceeding.

9.2 **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated (except as provided in Section I(E)) only by the written consent of all record Owners of the Library Property and the Church Property, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Barnstable County Registry of Deeds.

9.3 **Consents.** Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly in writing.

9.4 **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
9.5 **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

9.6 **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives as the context so permits.

9.7 **Separability.** Each provision of this Agreement and the application thereof to the Library Property and the Church Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.

9.8 **Time of Essence.** Time is of the essence of this Agreement.

9.9 **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9.10 **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Town and the Church are set forth in the first paragraph of this Agreement.

9.11 **Governing Law.** The laws of the Commonwealth of Massachusetts shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties hereby agree that their use of the easements herein granted and the exercise of its rights and obligations hereunder shall be performed in accordance with all applicable laws and regulations.

9.12 **Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any Property, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

9.13 **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Library Property and/or the Church Property shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Agreement.
9.14 **Excise Tax.** The consideration for this grant is such that no Massachusetts deed excise stamps are required.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF BREWSTER,
By its Board of Selectmen

__________________________  __________________________
Peter G. Norton            James W. Foley

__________________________  __________________________
Ben DeRuyter               Patricia Hughes

John Dickson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.               Date: ________________ 2015

Then personally appeared the above-named James W. Foley, Chairman, to me personally
known, to be the person whose name is signed on the document, and acknowledged the
foregoing instrument to be the free act and deed of the Brewster Board of Selectmen, before
me,

__________________________
Notary Public
My commission expires:

[Signatures continue on the following page.]
COMMONWEALTH OF MASSACHUSETTS

, ss.

On this day of , 2015, before me, the undersigned notary public, personally appeared , proved to me through satisfactory evidence of identification, which was , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as for Brewster Baptist Church, Inc.

Notary Public
My commission expires:
LIBRARY PROPERTY:

Parcel 1: a certain piece or parcel of Land situated in said Brewster and bounded as follows, to wit: Northerly by the County Road four rods and twelve and half links; Easterly by land now or formerly of Winston L. Knowles five rods thirteen links; Southerly by land now or formerly of Mary P. Mayo one rod, seven and half links; and Westerly by land now or formerly of said Mayo four roads containing eleven rods and one fifth. For Grantor’s title, see deed recorded at the Barnstable County Registry of Deeds, located at Book 93, Page 359.

Parcel 2: a triangular parcel of land beginning at the Northeasterly corner thereof at a concrete bound; thence S 16° 38' 40" W by land formerly of Helen Parker LeClear, now or formerly of Franklin T. Harding, et ux., seventy-three and 03/100 (73.03) feet; thence N 26° 33' 30" W by land now or formerly of Carita L. Clarke fifty three and 73/100 (53.73) feet to a concrete bound; thence N 64° 00' 20" E by land of the Brewster Ladies Library Association fifty (50) feet to a concrete bound at the point of beginning. Containing an area of 1340 square feet, more or less. For Grantor’s title, see deed recorded at the Barnstable County Registry of Deeds, located at Book 685, Page 349.

Parcel 3: beginning at the southwesterly corner of a parcel of land at a point, said point bearing S 26° 33' 30" E, a distance of 53.73 feet from a tile bound; thence N 16° 38' 40" E, 61.74 feet by other land of the Brewster Ladies Library Association; thence, S 30° 01' 40" E, 45.08 feet by land now or formerly of Franklin T. Harding and Nan W. Harding; thence S 63° 26' 30" W, 45.00 feet by other land now or formerly of Franklin T. Harding and Nan W. Harding, to the point of beginning. For Grantor’s title, see deed recorded at Barnstable County Registry of Deeds, located at Book 1031, Page 170.

Parcel 4: beginning at a concrete bound sixty-three and 24.100 (63.24) feet from the southerly side of the Massachusetts State Highway Route 6A layout, as shown on the plan entitled “Plan of Land in Brewster, Mass., as surveyed for the Brewster Ladies Library Association; Scale 1 inch = 30 feet; March 5, 1969; Robert H. Waite, West Yarmouth, Mass.; Reg. Land Surveyor,” recorded at Barnstable Registry of Deeds at Plan Book 229, Page 37; thence SOUTH 26° 33' 30" EAST by land now or formerly of the Brewster Baptist Church, Inc. a distance of one hundred eighty and
Parcel 5:

00/100(180.00) feet to a concrete bound, as shown on said plan; thence SOUTHERLY along an arc of radius 300.00 feet by other land now or formerly of the Brewster Baptist Church, Inc., a distance of one hundred eighty-eight and 16/100 (188.16) feet to a point, as shown on said plan; thence NORTH 82° 11' 16" WEST by other land now or formerly of the Brewster Baptist Church, Inc., a distance of one hundred sixty-five and 00/100 (165.00) feet, as shown on said plan; thence NORTH 11° 26' 00" EAST by other land now or formerly of Donald Consodine and Creata Clark a distance of sixty-seven and 83/100 (67.83) feet to a point, as shown on said plan; thence NORTH 16° 38' 40" EAST by other land now or formerly of said Creata Clark, a distance of one hundred sixty-seven and 07/100 (167.07) feet to a point, as shown on said plan; thence NORTH 63° 26' 30" EAST by other land of the Brewster Ladies Library Association, a distance of forty-five and 00/100 (45.00) feet to a point, as shown on said plan; thence NORTH 30° 01' 40" WEST by other land of the Brewster Ladies Library Association, a distance of forty-five and 08/100 feet to a point, as shown on said plan; thence NORTH 16° 38' 40" EAST by other land of the Brewster Ladies Library Association, a distance of forty and 50/100 (40.50) feet to the concrete bound at the point of beginning, as shown on said plan. Containing 34,500 square feet, more or less, as shown on said plan. For Grantor’s title, see deed recorded at Barnstable County Registry of Deeds, located at Book 1437, Page 221.

Land commencing at a stake and stone in the range of land, now or formerly of W. Winslow Durnells et ux., on the south side of the State Highway, at the northwest corner of the land described; thence easterly by said State Highway one hundred (100) feet, more or less, to land of the Brewster Ladies Library Association; thence southerly in range of land of said Association; thence easterly in range of land of said Association to range of land formerly of Nickerson, now supposedly of LeClair; thence southerly in said LeClair’s range to land formerly of Knowles, now supposedly of Donald P. Consodine; thence westerly in said Consodine’s range to a stake and stone in the range of land of the said Durnells et ux., which point is thirty (30) feet east of Durnells’ easterly house line; thence northerly in range of land of said Durnells et ux., to the point of the beginning. Excepting however, that portion of the above land conveyed by Carita L. Clarke to the Brewster Ladies Library Association, by deed recorded with Barnstable County Registry of Deeds. For Grantor’s title, see deed recorded at Barnstable County Registry of Deeds located at Book 9219, Page 32.
Further reference is made to the Release Deed from the Brewster Baptist Church, Inc., to the
Brewster Ladies Library Association, dated May 16, 1969, recorded at the Barnstable County
Registry of Deeds, located at Book 1437, Page 224, conveying the following interests in real
estate in said Brewster, Barnstable County, Massachusetts:

All right, title and interest in and to any lands to the South or West of a line extending South 26°
33' 30" East from the Southerly line of the Massachusetts State Highway known as Route 6A
Layout, for a distance of sixty-three and 24/100 (63.24) feet, to a concrete bound, as shown on a
"Plan of Land in Brewster, Mass., as surveyed for the Brewster Ladies Library Association; Scale
1 inch = 30 feet; March 5, 1969; Robert H. Waite, West Yarmouth, Mass.; Reg. Land Surveyor;" recorded at Barnstable Registry of Deeds at Plan Book 229, Page 37.

For title reference, see deed recorded with Barnstable County Registry of Deeds in Book 9876,
Page 145.
EXHIBIT B

CHURCH PROPERTY:

Land located in Brewster and shown on a plan entitled “Plan of Land in Brewster, Mass. As Surveyed and Prepared for the Brewster Baptist Church, Inc.” dated November 16, 1976, Schofield Brothers, Inc., Orleans and Framingham, Mass., recorded with Barnstable County Registry of Deeds in Plan Book No. 309, Page 7, being bounded and described as follows:

NORTHEASTERLY by land of Olle H. Lund et ux as shown on said plan, one hundred fifty-six and 65/100 (156.65) feet;

NORTHERLY again by land of said Lund as shown on said plan, one hundred sixty-nine and 30/100 (169.30) feet;

EASTERLY by a portion of land of Lawrence B. Doyle, Jr., Trustee and by land of Frederic P. White and the estate of Donald P. Consodine as shown on said plan, three hundred ninety and 00/100 (390.00) feet:

NORTHERLY again by land of the estate of Donald P. Consodine, seventy-nine and 71/100 (79.71) feet;

EASTERLY by land of Frank Leahy, Mary L. Gordon, Dorothea B. McGrath, Robert L. Clifford, Jr. et ux, Kenneth E. Bassett and Paul Stracco and by a portion of land of Joyce Jensen as shown on said plan, eight hundred ten and 04/100 (810.04) feet;

SOUTHERLY by land of Frances N. Athearn as shown on said plan, one hundred twenty-five and 19/100 (125.19) feet;

EASTERLY again by land of said Athearn, two hundred ten and 00/100 (210.00) feet;

SOUTHERLY by Long Pond Road, Route 137, as shown on said plan, twenty-eight and 98/100 (28.98) feet;

WESTERLY by land of David M. Campbell et ux as shown on said plan, one hundred seventy-five and 02/100 (175.02) feet;

SOUTHWESTERLY again by land of said Campbell, two hundred forty-nine and 98/100 (249.98) feet;

WESTERLY by land of the estate of Donald P. Consodine as shown on said plan, three hundred eighty-seven and 74/100 (387.74) feet;
SOUTHERLY again by land of the estate of Donald P. Considine, two hundred thirteen and 71/100 (213.71) feet, as shown on said plan;

WESTERLY again by land of the estate of Donald P. Considine in two courses, one hundred seven and 49/100 (107.49) feet and ninety-eight and 76/100 (98.76) feet, respectively, as shown on said plan;

NORTHERLY by land of Brewster Ladies Library Assoc., one hundred sixty-four and 98/100 (164.98) feet, as shown on said plan;

WESTERLY again by land of Brewster Ladies Library Assoc. along an arc with a radius of 300.00 feet, one hundred eighty-nine and 08/100 (189.08) feet, as shown on said plan;

SOUTHWESTERLY again by land of Brewster Ladies Library Assoc., Two hundred forty-two and 23/100 (242.23) feet, as shown on said plan;

NORTHWESTERLY by Mass. State Highway — Rte. 6A, along an arc with a radius of 780.98 feet, two hundred sixty and 20/100 (260.20) feet, as shown on said plan;

NORTHWESTERLY again by Mass. State Highway — Rte. 6A, seventy-five and 38/100 (75.38) feet, as shown on said plan, to the point of beginning.

Excluding therefrom the land conveyed to James A. Crocker and Cathleen M. Crocker by deed recorded with Barnstable County Registry of Deeds in Book 2763, Page 191, as shown on a plan in Plan Book 325, Page 70.

For title see deeds recorded with Barnstable County Registry of Deeds in Book 466, Page 54; Book 539, Page 170; Book 729, Page 259; Book 844, Page 139; Book 1268, Page 355; Book 1375, Page 354; and Book 2462, Page 334.
EASEMENT SKETCH PLAN

PREPARED FOR

TOWN OF BREWSTER

and

BREWSTER BAPTIST CHURCH

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Surveying Services
1573 Main Street, P.O. Box 1773
Brewster, MA 02631 (508)896-6601

SCALE 1"=60'  JULY 28, 2015

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Surveying Services
1573 Main Street, P.O. Box 1773
Brewster, MA 02631 (508)896-6601
Kindergarten Grant allocation for Stony Brook Elementary School is $32,543, which by consensus of the Brewster School Committee, was returned to the Town of Brewster. (April 2, 2015 meeting)
### Student 1

Student 1 was in preschool last year. The IEP team met several times. Due to unsafe behavior, the Team determined that the student needed a more restrictive environment - the Collaborative. This student's tuition includes 1:1 therapies, & extended school year program. $77,245

Additionally home therapy was just added for $5,940. $83,185

This tuition is not reflected in the FY 16 budget. ($83,185) ($83,185)

### Student 2

This student had attended another Public Elementary School on a tuition basis until June 2015. The student's behavior became unmanageable so the team had to place him in a more restrictive program, CCC, in July.

We budgeted this amount of $45,596, anticipating that the student would stay in the Public School. However, this amount was reduced by the school committee to $23,044. It was anticipated that the short fall of $8,591 would be taken from FY 15 Circuit Breaker and $13,961 from FY 15 Circuit Breaker to make up the difference of $22,552.

Line item page 6 SN Out of District Tuition reflects $23,044.00

This student now attends the Cape Cod Collaborative

| Tuition includes 1:1 ed. assistant, therapies, and extended school year | $79,022.50 |
| "Additional home therapy is $1,320 | $1,320.00 |

Total tuition for Student 2 $80,342.50

Difference between the other Public Elem. program and the CCC (subtract $80,342.50 - $45,596). We had already budgeted the $45,596. $ (34,746.50) $ (34,746.50)

Total tuition unanticipated ($117,912)

### Move in student

Student moved into SBES in Sept. with an IEP for a 1:1 at $22,407. ($22,407)
We hired a 1:1 which was also unanticipated.

Total unanticipated costs ($140,339)
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Stony Brook Elementary  October 2015

12/1/2015

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TOWN OF BREWSTER
Liquor License Hearing

In accordance with MGL Chapter 138, Sections 4 – 17C, the Brewster Board of Selectmen will hold a public hearing on Monday, December 7 at 8:00 p.m., at The Brewster Town Office Building, 2198 Main Street, Brewster, MA, in Room A, in order to review and renew the following 2016 applications in the Town of Brewster. All interested parties are invited to attend.

**All Alcoholic Restaurant**
- Ardeo Captain Cafe
- Brewster Fish House
- Brewster Pizza House
- Laurino’s Cape Cod Village
- Linx Tavern and Bar
- Stone L’Oven Pizza
- Peddler’s Café & Grill
- Woodshed

**All Alcoholic Club**
- Brewster Post #9917 VFW

**Annual All Alcoholic Inn/Hotel**
- The Bramble Inn
- Chillingsworth
- Old Sea Pines Inn

**Annual All Alcoholic Pouring Innholders - Multiple Areas**
- Ocean Edge Inn & Conference Center

**All Alcoholic Package Store**
- Brewster Farms Quick Pic
- Brewster Village Marketplace
- Winslow Spirits and Things
- Lukes Super Liquors
- Millstone Liquors

**Annual Wine and Malt Package Store**
- Ferretti’s Market
To: The Board of Selectman as Liquor Licensing Authority  
From: Susan Broderick  
Date: December 3, 2015  
RE: Motions for Renewal of Annual Liquor Licenses

I would suggest the following motions:

I move that the Board vote to approve the annual all alcoholic restaurant renewals pending they all pass their inspections, have the required liquor liability insurance and all financial obligations have been paid to the Town:

Ardeo Captain Café  
Brewster Fish House  
Brewster Pizza House  
Laurino’s Cape Cod Village, Inc  
Linx Tavern and Bar  
Peddler’s Café & Grill  
Stone L’Oven Pizza  
Woodshed

I move that the Board vote to approve the annual all alcoholic club renewal pending they pass their inspection, have the required liquor liability insurance and all financial obligations have been paid to the Town:

Brewster Post #9917 VFW

I move that the Board vote to approve the annual all alcoholic inn holder renewals pending they pass their inspections, have the required liquor liability insurance and all financial obligations have been paid to the Town:

Bramble Inn and Restaurant  
Chillingsworth  
Old Sea Pines Inn
I move that the Board vote to approve the annual all alcoholic pouring inn holder – multiple areas - renewal pending they pass their inspection, have the required liquor liability insurance and all financial obligations have been paid to the Town:

Ocean Edge Inn & Conference Center

The next motions I need are for renewal of annual package store licenses. These do not require inspections or liquor liability insurance.

I move that the Board vote to approve the annual all alcoholic package store licenses, pending all financial obligations have been paid to the Town:

Brewster Farms Quick Pik
Brewster Village Marketplace
Lukes Super Liquors
Millstone Liquors
Winslow Spiritis and Things

I move that the Board vote approve the annual wine and malt package store license, pending all financial obligations have been paid to the Town:

Ferritti’s Market
ANNUAL LICENSE HOLDER RENEWALS
FOR 2016

I move that the Board vote to approval renewal of the following Annual Common Victualler’s licenses, pending all financial obligations have been paid to the Town:

Ardeo Captain Café
Ardeo Mediterranean Grill
Bramble Inn & Restaurant Breakwater
Fish & Lobster Brewster Coffee Shop
Brewster Fish House Restaurant
Brewster Inn, Inc.
Brewster Pizza House
Brewster Post #9917 VFW
Café Alfresco
Candleberry Inn
Cape Cod Ice Cream/Kate’s
Cape Cod National Golf Club
Chillingsworth
Cobié’s
Dunkin Donuts
Eat Cake 4 Breakfast
EL Guapo’s Taqueria
EL Patron Authentic Mexican Cuisine
Jomama’s
J. T. Seafood Restaurant
Laurino’s Cape Cod Village
Linx Tavern
Ocean Edge Inn & Conference Center
Old Sea Pines Inn
Peddler’s Café & Grill
Snowy Owl

I move that the Board vote to approve renewal of the following Innholder’s licenses, pending all financial obligations have been paid to the Town:

Bramble Inn and Restaurant
Brewster by the Sea (Farmhouse Inn)
Candleberry Inn
Chillingsworth, Inc.
Ocean Edge Inn and Conference Center, Inc.
Old Manse Inn, Inc.
Old Sea Pines Inn
Pepper House Inn
Sea Meadow Inn
I move that the Board vote to approve renewal of the following Lodging House licenses, pending all financial obligations have been paid to the Town:

Captain Freeman Inn  
The Ruddy Turnstone

I move that the Board vote to approve renewal of the following New and/or Used Car Dealers Licenses, pending all financial obligation have been paid to the Town:

Don’s Auto Cosmetics, d/b/a Don’s Auto Cosmetics – Class II  
Peter Brandt, d/b/a Euro Classics – Class II  
Bola Talabi – Export Only – Class II

I move that the Board vote to approve renewal of the following Livery Licenses, pending all financial obligations have been paid to the Town:

Limousine Service of Cape Cod  
Cape Cod Patient Transport. LLC d/b/a Medex Transport of Cape Cod

Town Car Transportation*  
*Please see memo and back up information from Victor Staley, Building Commission regarding Town Car Transportation’s failure to comply with all Zoning Bylaws. We recommend the Board renew this license for 3 months, to March 31, 2016, giving the owners time to submit for a site plan review special permit.
Date: November 30, 2015

To: Board of Selectmen

cc: Ms. Nancy Sullivan

From: Victor E. Staley, Building Commissioner

Re: Livery License for Sullivan to Operate from 9 Tower Hill Circle
Identified on Assessors Map 66 Lot 32 (Former Map 26 Lot 1-1)

It is my understanding that the Board of Selectmen is reviewing a renewal application for a Livery License for the property noted above.

Please be aware that I have been trying to get this property owner to come into compliance with the Brewster Zoning Bylaws since October 2000. The Sullivans did receive some zoning relief from the Board of Appeals but have not yet submitted for a Site Plan Review Special Permit pursuant to Article XII of the Brewster Zoning Bylaws.

Thus it would be my opinion that the livery service being operated from the property noted above is not in compliance with all applicable laws and regulations for the Town of Brewster.
October 16, 2000

Ms. Nancy Sweet Sullivan
P. O. Box 1470
Brewster, MA 02631

Re: 9 Tower Hill Circle identified on Assessors Map 26 Lot 1-1

Dear Ms. Sullivan:

While driving by your property noted above I have noticed on multiple occasions a number of livery vehicles parked and often being washed in the driveway. Please be aware that a business such as a livery service would be prohibited from operating from this property according to both Article IV of the Brewster Zoning Bylaws and the decision outlined in the Board of Appeals special permit #99-23 (copy enclosed). Therefore at this time I would request that you cease and desist all commercial activity from this property to avoid further action by this department. If you are aggrieved by this decision you have the right to petition the Board of Appeals in accordance with Sections 8 & 15 of Mass. General Law Chapter 40A.

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

Sincerely,

[Signature]

Victor E. Staley
Local Inspector

VS
Cc: Board of Appeals
Date: July 30, 2015

To: Board of Appeals

Cc: Susan Leven, Town Planner
    Attorney Michael Princi

From: Victor E. Staley, Building Commissioner

Re: Board of Appeals Decision #15-17 for Nancy S. Sullivan at 9 Tower Hill Circle identified on Assessors Map 66 Lot 32 (Former Map 26 Lot 1-1)

I would like to respond to some of the information that has been entered into the findings of the July 14, 2015 Board of Appeals Hearing regarding the property noted above. Attached please find the correspondence of record in chronological order with both the Sullivans and subsequently their legal counsel, Attorney Michael Princi.

To begin, the records shows no evidence that the Sullivans submitted a letter to the Building Department about the intention of using the property for this livery service. If that letter had been submitted as alleged then Building Commissioner David Thyng would have directed the Sullivans for zoning relief.

- Massachusetts General Law Chapter 40A Section 15 states that an aggrieved appeal shall be taken within 30 days of the order of decision of which is being appealed. I issued a Cease and Desist order on October 16, 2000 thus an appeal had to be filed with the Board of Appeals on or near November 15, 2000 regarding the Cease and Desist order. On May 7, 2007 I declared that the continued commercial use on this property would require a Use Variance pursuant to Section 52 of the Brewster Zoning Bylaws. If the Sullivans were aggrieved at that determination they had the right to petition the Board of Appeals on or near June 6, 2007. In subsequent letters to the Sullivans or their legal counsel I had not identified their right of appeal because I believed the time for appeal had expired. The Board may wish to ensure that Decision #15-17 is valid and has not jeopardized the Sullivans acting upon this decision.

- In my April 2, 2015 letter to Attorney Princi I stated that if the Sullivans were able to obtain a Use Variance then they would still be obligated to petition for a Staff Review pursuant to Chapter 83 of Brewster General Bylaws. If a party requires Staff Review then it is automatically triggered to obtain Site Plan Review pursuant to Article XII of Brewster Zoning Bylaws. Whereas the Board of Appeals does not have authority to relieve a requirement of a municipal general bylaw within a MGL 40A Section 8 appeal process because it is not a zoning bylaw, I am unclear if the Board’s decision to overturn my determination of the need for a Use Variance nullifies the zoning requirement for an Article XII Site Plan Review. Please advise.
August 25, 2015

Via Facsimile 508-896-8089 and First Class Mail

Victor E. Staley, Building Commissioner
Town of Brewster
2198 Main Street
Brewster, MA 02631

Re: 9 Tower Hill Circle, Identified on Assessors Map 65, Lot 32 (Former Map 26, Lot 1-1)

Dear Mr. Staley:

Thank you for your letter of August 17, 2015. The Sullivans are having the prior Site Plan updated to reflect the current layout of the parking showing appropriate side yard and front yard set backs.

As soon as the plan is completed I will work with Susan Levin to file the application with the plan and schedule the review.

If you should have any questions please feel free to contact me.

Very truly yours,

Michael J. Princi

MJP:alu
cc Michael & Nancy Sullivan
MEMORANDUM OF AGREEMENT
between
TOWN OF BREWSTER
and
POLICE PERSONNEL BYLAW EMPLOYEES

This Memorandum of Agreement is entered into by and between the Town of Brewster and the employees affected by the Police Personnel Bylaw document in effect on the date of this memorandum.

A. In consideration of the fact that the Town will no longer pay cleaning allowances without receiving receipts for cleaning expenses from affected employees, the parties hereto agree as follows:

1. PART 10 – POLICE DISPATCHER
   a. The minimum and maximum wage scale for the Police Dispatcher position will be increased on January 1, 2016 by $150, representing the amount of the annual cleaning allowance.
   b. Section 10.6 will be amended to read as follows:

   Fiscal Year 2016 $20.27 (Min) - $24.60 (Max) – effective January 1, 2016
   Fiscal Year 2017 $20.47 (Min) - $24.85 (Max) – effective July 1, 2016
   Fiscal Year 2017 $20.68 (Min) - $25.09 (Max) – effective January 1, 2017
   c. Section 10.5 (b) will be deleted in its entirety.

2. PART 9 – ANIMAL CONTROL OFFICER
   a. The minimum and maximum wage scale for the Animal Control Officer position will be increased on January 1, 2016 by $400, representing the amount of the annual cleaning allowance.
   b. Section 9.2 will be amended to read as follows:

   Fiscal Year 2016 $24.21 (Min) - $39.84 (Max) – effective January 1, 2016
   Fiscal Year 2017 $24.45 (Min) - $40.24 (Max) – effective July 1, 2016
   Fiscal Year 2017 $24.70 (Min) - $40.64 (Max) – effective January 1, 2017
   c. Section 9.1 (a) will be amended by the elimination of uniform cleaning allowances via an amendment to the Brewster Police Union contract as described in section B below.

B. In consideration of section A above and the fact that the Police Captain, Police Lieutenant and Police Detective Sergeant positions will be impacted by the installation of video/audio systems in
police vehicles by the Town as described in a Memorandum of Agreement between the Town and
the Brewster Police Union dated November 2, 2015, the parties hereto agree as follows:

1. **PART 7 – POLICE LIEUTENANT**

   a. The minimum and maximum wage scale for the Police Lieutenant position will be
      increased by $300 on January 1, 2016 and an additional $300 on July 1, 2016.

   b. Section 7.3 Wages will be amended to read as follows:

      | Fiscal Year  | Minimum        | Maximum        | Effective Date          |
      |--------------|----------------|----------------|-------------------------|
      | 2016         | $30.64 (Min)   | $48.94 (Max)   | January 1, 2016         |
      | 2017         | $31.10 (Min)   | $49.58 (Max)   | July 1, 2016            |
      | 2017         | $31.41 (Min)   | $50.07 (Max)   | January 1, 2017         |

   c. Section 7.2 (d) will be amended by the elimination of uniform cleaning allowances
      via the Memorandum of Agreement described in section B above.

2. **PART 8 – POLICE DETECTIVE SERGEANT**

   a. The minimum and maximum wage scale for the Police Detective Sergeant position
      will be increased by $300 on January 1, 2016 and an additional $300 on July 1,
      2016.

   b. Section 8.3 Wages will be amended to read as follows:

      | Fiscal Year  | Minimum        | Maximum        | Effective Date          |
      |--------------|----------------|----------------|-------------------------|
      | 2016         | $27.58 (Min)   | $45.38 (Max)   | January 1, 2016         |
      | 2017         | $28.00 (Min)   | $45.98 (Max)   | July 1, 2016            |
      | 2017         | $28.28 (Min)   | $46.44 (Max)   | January 1, 2017         |

   c. Section 8.2 (d) will be amended by the elimination of uniform cleaning allowances
      via the Memorandum of Agreement described in section B above.

3. **PART 13 – POLICE CAPTAIN**

   a. The minimum and maximum wage scales for the Police Captain position will be
      increased by $300 on January 1, 2016 and an additional $300 on July 1, 2016.

   b. Section 13.3 Wages will be amended to read as follows:

      | Fiscal Year  | Minimum        | Maximum        | Effective Date          |
      |--------------|----------------|----------------|-------------------------|
      | 2016         | $36.64 (Min)   | $62.01 (Max)   | January 1, 2016         |
      | 2017         | $37.16 (Min)   | $62.78 (Max)   | July 1, 2016            |
      | 2017         | $37.53 (Min)   | $63.41 (Max)   | January 1, 2017         |

   c. Section 13.2 (d) will be amended by the elimination of uniform cleaning allowances
      via the Memorandum of Agreement described in section B above.
WITNESS our hands and seals this _______ day of December, 2015.

For the Police Personnel Bylaw

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For the Town of Brewster

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Building Needs Assessment Committee
Regular Meeting Minutes
22 April 1999

Members Present: Michael Reddish, Art Chapin, Robert Miller, James Vachon, Carroll Johnson

Charles Sumner was also present.

Minutes of the 8 April 1999 meeting were reviewed, corrected, and accepted.

Town Hall Renovations: The legal claim has been filed. MHD is taking exception that the contract has been cancelled. Sub-contractors need to be hired to finish the outstanding work. Mr. Sumner will schedule a meeting with Town Counsel, David Thyng, the sub-committee and himself to discuss what is the remaining work to be finished in order to obtain an occupancy permit. It appears that the current elevator contractor should be re-hired in order to obtain the appropriate permits from the state. The elevator requires flooring installed as well as the perimeter sound-proofed.

There was general discussion among the members regarding the payroll status of the sub-contractors hired by MHD as well as the situation with Gaffney Architects. It will also need to be verified which contract is questioned as well as the legality of back charging the contractor...Mr. Sumner suggested that these issues could be addressed at the meeting with Town Counsel.

New Police Station: Mr. Chapin stated that he was very pleased with the presentation that Mark Weisman gave at the public hearing on 20 April 1999.

The Selectmen designated a separate committee for this project that will answer directly to the Board of Selectmen. Chief Ehrhart will remain on this new committee. The new committee will consist of Messrs. Reddish, Chapin, and Strum. They plan to keep the full Committee informed of the status of the project.

Concern was expressed that this will set a precedent for the fire station renovation, water treatment plant and any other large building projects. The purpose and scope of this committee was questioned and Mr. Sumner will address these concerns to the Board of Selectmen.

The design contract requires an amendment to change the language to reflect the new committee.

Fire Station Renovation: There is not yet a contract for this project. Mr. Sumner will take action after Town Meeting. Chief Jones has reiterated his concerns regarding the ventilation. Mr. Weisman is fully aware of the problem and will work on it at the beginning of the design phase.

A chairman is needed for this sub-committee; however, the committee would like to wait to nominate and individual until after the Selectmen decide the purview of the Building Needs Assessment Committee.

Cemetery: Mr. Johnson briefed the Cemetery Commissioners. The specifications are out for survey proposals for the roadway. There are no significant structures planned for storm water management. It is planned that runoff will go into the woods. The National Guard is scheduled for the weekend of 12 June 1999. Stump removal needs to get underway soon. The grave layout survey also needs to be completed with permanent markers according to the plan.

Mr. Johnson plans to visit Martha’s Vineyard to study their meadow reclamation plan which will aid in keeping maintenance costs down.

Disposable Town Property: Messrs. Vachon and Johnson will research parcels and discuss possibilities with the Land Bank for possible development, swaps, dirt road management...
Inspection of Town Owned Buildings: Mr. Reddish has scheduled a meeting for next week to update status of projects.

Roof at Old Town Hall: The estimated cost for replacing the entire roof in asphalt shingles is $23,250 except for the turret which is estimated to be an additional $2,000. There is about $15,000 left in the roof fund. The warrant for the May Town Meeting does not include a provision to ask for additional funds for this project; therefore, it will be postponed until November 1999.

Water Treatment Plant: Messrs. Vachon and Strum accompanied Mr. Hicks to Wellesley to see their new treatment plant. The RFP has been sent out. There have been 39 requests for information. A pre-bid conference has been scheduled for 27 April to explain to potential contractors the scope of the project. Bids are due in 11 May.

The meeting adjourned at 9:20. The next meeting is scheduled for 13 May 1999 at 7:30 p.m.
Building Needs Assessment Committee
Regular Meeting Minutes
8 April 1999

Members Present: James Vachon, Carroll Johnson, Art Chapin, Mike Reddish, and Robert Miller

Charles Sumner and Greg Levasseur also attended.

Minutes of the 25 March 1999 hearing were reviewed, corrected, and accepted.

New Police Station: Mark Weisman of Kaestle & Boos presented plans outlining a new layout and probable costs. The proposed building has been moved back toward the rear of the lot. Access from the visitors parking area has been moved closer to the entrance. There was discussion regarding clearing of trees and brush to make the entrance more visible. The generator and oil tank are located behind the salleyport away from the view of the public. The roadways are to be 20 feet wide. An alternate road to the public park is now shown.

Landscaping was discussed. Mr. Vachon questioned whether or not there were too many trees as shown on plan versus commitment to Mr. Doyle’s property. The architect will reduce the planting in this area. It was suggested that Mr. Weisman should build in a couple of bid packages. He submitted a summary of reductions. Mr. Levasseur suggested a landscaping plan of mulch and grass to separate areas. He also stated that the contingency was reduced and legal fees eliminated.

A realistic figure needs to be submitted for furnishings.

Mr. Sumner stated that an estimate of $35,000 is required for bonding and legal costs. Property insurance is carried by the Town.

The total project cost is 3.7 million dollars but the Committee is aiming for 3.6 million. Costs could be reduced by creating a smaller basement area. Mr. Johnson stated that the Committee should leave the price as is because that is the amount that was quoted to the public. Architectural fees have been appropriated but a note should be made to this effect.

Mr. Weisman recommends a dual mechanical system of oil and gas.

There was discussion regarding the cost for the Clerk of the Works. Perhaps more should be put into this position. Mr. Sumner stated that $5,000 per month, $30 per hour is a realistic price.

Mr. Reddish stated that relocation costs are not realistic.

Motorolla is too expensive for communication equipment. Mr. Weisman does not recommend a lower price for relocation costs but does recommend hiring an individual to coordinate furnishings.

The bathroom has been eliminated from the Chief’s office.

Mr. Weisman has received a draft of the contract. Mr. Sumner has mailed a signed contract, it requires acceptance by the firm.

Mr. Chapin moved to accept the plans with the above suggestions. Mr. Vachon seconded. All voted in favor.

Mr. Weisman will give the presentation at the 20 April public hearing Town Meeting and recommends that packets of information for the public to view.

Mr. Levasseur stated that the Board of Selectmen would like to postpone the construction of this project until May of 2000.
Mr. Levasseur was asked why the Police Chief was not at this meeting. It appears that the Chief did not wish to attend.

Mr. Sumner stated that the project should be kept flexible and a decision as to timing is not required at this time.

Mr. Chapin suggested that preparation of a contract drawing would be appropriate and postpone the bidding date until later.

Mr. Levasseur requested inclusion of the Chiefs or Department Heads having a vote on projects for their departments. There was a general discussion regarding the by-law and how it pertains to the Chief acting as administrator for the project and a voting member. Mr. Vachon requested a clear description from the Selectmen regarding the Chiefs having a vote on the project. A clear chain of command needs to be established. The committee stated that as a compromise they would allow heads to be a members of that particular sub-committee on large projects.

Mr. Chapin has drafted a scope of responsibility for the sub-committee. Mr. Johnson recommended that the Committee review the draft and report back to the Committee. This was done at the request of Mr. Levasseur to accurately determine relations between the sub-committee to the full committee.

Mr. Chapin requested that Mr. Weisman draw up a list of meetings that will be required.

Fire Station Renovation: The project is awaiting Mr. Sumner and the architect to meet regarding the contract. The sub-committee will assist with contract negotiations.

New Town Cemetery: Mr. Johnson reported that the trees and stumps have been removed up to burial area (A). Messrs. Reddish and Vachon will review specs for removal. Mr. Vachon stated that the cost of stump removal is estimated to be about $10,000 and Mr. Reddish believes that the cost will be over that figure.

Mr. Johnson passed out a preliminary RFP to be reviewed by the committee.

Mr. Johnson has an appointment with Al Tkaczuk Schofield Brothers to assess existing road grades and discuss a roadway design.

Disposable Town Property: Mr. Vachon requested suggestions from Mr. Levasseur regarding property that the Town owns and that it should be first checked out with the Land Bank Committee as to their thoughts on whether or not to keep or sell.

Inspection of Town Owned Buildings: Mr. Reddish will meet with Mr. Miller to discuss the remaining inspections that need to be completed. Mr. Reddish plans to do this every fiscal year. Mr. Levasseur prefers to have this done in the fall (inspections and work that needs to be completed). All agreed to this plan.

Roof at Old Town Hall: Mr. Reddish received a Certificate of Appropriateness from the Historic District Committee to replace the cedar shingles with red architectural shingles. Mr. Chapin stated that the letter from Mr. Winsor, the architect, that the specs could be changed as long as it was under $1,800. Mr. Levasseur stated that there is a citizen's petition regarding this issue and a dollar amount is needed to present to the public. Mr. Reddish believes that it will be approximately $6,000 - 8,000 more to complete the total total roof in asphalt. Mr. Sumner hopes to obtain the extra money needed.

Water Treatment Plant: It is expected that the design proposal should be in 3-4 weeks. There will be more discussion next month. Mr. Vachon is working with Mr. Hicks on the contract. There are some variances but the basic contract should read the same.

There is a public hearing scheduled for 20 April 1999 for the Police Station. All members are encouraged to attend. Elevations and plans will be available for the 3 May 1999 Town Meeting for public display.
As discussed at previous meetings, Mr. Vachon asked for nominations for new Chairman of the total committee.

Mr. Johnson nominated Mr. Reddish. Mr. Chapin seconded. No other nominations were provided. All voted in favor of Mr. Reddish’s election.

Mr. Reddish stated that he would take the Chairmanship until June and make the determination at that time to continue because of professional and family commitments.

The next regularly scheduled meeting is 22 April 1999 at 7:30 p.m.

Mr. Vachon wishes to express his deepest appreciation to the Committee for its support and cooperation during his almost three year Chairmanship.
MINUTES OF THE BOARD OF SELECTMEN REGULAR SESSION MEETING

DATE: July 20, 2015
TIME: 7:00 P.M.
PLACE: Brewster Town Office Building, 2198 Main Street

PRESENT: Chairman deRuyter, Selectman Foley, Selectman Dickson, Selectman Hughes, Selectman Norton
Town Administrator Charles Sumner, Assistant Town Administrator Jillian Douglass, Dave Young, Dan Murphy, Victor Staley, Richard Pomroy, Fabrizo Caruso, Chief Moran, Alex Wentworth, James Jones, Chief Koch, Ralph & Rose Ingegneri, Sue Leven, Jack Clark, Bob Miller, Chris Powicki, Haley Winfield, Peter Hermann, Mary O’Neil, Fran Wynn, Peter Herman, Gisele Gauthier, Robert Miller, Steven Jones, Peter Bennett, Ben Zender, Erin Holguin, Greg Kelly & many citizens

Call to Order
Chairman deRuyter called the meeting to order at 7:00pm.

Citizens Forum
Mrs. O’Neil read the citizen’s petition. A copy of the petition was handed to Chairman deRuyter. The petition will be delivered Tuesday morning to the Town Clerk’s office. Selectman Norton suggested that the Board take a step back and look at breakwater to see if there could be an alternate plan than using part of the land that is now used as a park.
Fran Wynn, Magnet Way wanted to talk about the parking at Crosby beach. She spoke to an article in the Cape Codder about the moving of the posts in front of Crosby Mansion and the parking ban. She witnessed unruly behavior on the 4th of July weekend and people were walking from Nickerson across Route 6A and she was concerned with that as a safety issue.

Review & Discuss Underpass Road & Snow Road Reconstruction Project
Dan Murphy gave a brief background on the Pavement Management project and process that was conducted by the Town, including the rating system and the ratings of Snow and Underpass Roads. This project would move both roads into the good category. Pavement cores were conducted on the roads. The goal of this project is to better the roads for vehicles, pedestrians and bicycles. This will require a slight widening of the roads. 10 foot lanes and 3 foot shoulders. On Snow Road, the proposal is 10 foot lanes with 2 foot shoulders, the sidewalk will be reconstructed to 5 feet. The intersection concepts include squaring up the intersections and providing appropriate turning radiuses, turning lanes and crosswalks. Underpass at Snow Road would

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have an island added and the sidewalk and crosswalk would be improved. The sight lines at the Colony need to be improved and a crosswalk may be added. Mr. Murphy also went over different options for retaining walls and crosswalk surfaces. The next steps is to complete design documents by the end of August, go out to bid in September, start construction in October and finish the project in Spring of 2016. Selectman Foley asked about the Underpass and Snow intersection and should there be a left turning lane for those turning into Snow Road. Mr. Young stated they did look at it and can continue to look at it, but it may make the turning radius very tight, especially for fire vehicles. Selectman Foley also asked about the issue of curved vs. sloped curbing. Mr. Young stated that they did speak with the bikeways committee on this issue and the Town already uses sloped curving and they would like to re use some of it. Sloped edging is typically used in islands. Selectman Hughes asked about the existing sidewalks on Snow and why widen them when there is the vegetative lane. Mr. Murphy stated that 4 foot is the minimum with ADA. Selectman Hughes stated that with the plantings it would be good to use native species and perhaps native species slightly south of use, due to climate change. Selectman Dickson asked about flush islands, especially near the Rail Trail and that they are traffic calming islands. The other islands will be raised islands. The flush islands also helps with snow plows in the winter. Selectman Dickson asked if CDM Smith had discussed using the flashing lights at the rail trail intersection as the Town of Harwich has done. Mr. Young stated that this has been a discussion in their meetings. There is not a current standard for the lights right now, and you also should take into consideration the proximity of houses and neighbors. Selectman Dickson also had a concern on the Underpass and Long Pond Road intersection and where the stop and crosswalks are. Mr. Murphy stated that the design is conceptual and it is still being worked on. CDM Smith is still working on the drainage issues. This is first a conceptual design for road width and crosswalks, etc. Mr. Sumner stated that he and Chief Koch have talked about the crosswalk at the Colony as it in a poor position. One alternative idea is to have a sidewalk on the other side. Gisele Gauthier asked about the intersection of Snow Road and Leona Terrace, this is a drainage issue. She just wants to make sure that the issue will not be forgotten. Leona Terrace is a private road and they are currently working with John O’Reilly on a road betterment. They are trying to coordinate their road betterment with the work on Snow. Robert Miller asked about the bus stop at the intersection of Snow & Underpass and is there a way to accommodate the bus so that he can pull over rather than stop traffic. Mr. Murphy will look to see if they can create a pull over for the bus. Lowell Hayes, Court Way at the Colony is pleased with the project looking at that area as it is a difficult turn. He asked if the crosswalks will be ADA compliant. They will be. Steven Jones asked the total width of the road what with having to accommodate cars, bikes and pedestrian. Where is the additional footage coming from? He also asked about a crosswalk in an area where there is no sidewalk. There is also a run off from the rail trail onto Underpass. Mr. Murphy stated that there is variable width on Underpass road. There are currently 11 foot lanes and 1-2 foot shoulders and three foot sidewalks. There is only 1-2 feet of widening that would be required. CDM Smith has a list of where the widening would need to take place and where it will be necessary. They can share that with the Town. Mr. Sumner stated that the State is working on Route 6A and should start work this fall, adding sidewalks and rehabbing sidewalks. There will now be a double sidewalk on route 6A, The Town would like to add one west of Underpass Road to the commercial buildings. Peter Bennett at Leona Terrace asked about the intersection of Underpass & 137; there is a parking lot and 2 turn lanes that are being show on the plans and he asked that consideration be made for cars crossing Route 137. Selectman Foley moved to approve the continuation of the project for final plans, Selectman Dickson second. The Board voted 4-Yes, 0-No.

(Selectman Norton had stepped out of the meeting.)

7:30pm Continuation of June 22, 2015 Public Hearing – Personnel Board; Permit Sales Agent & Head Permit Sales Agent and Director of Natural Resources; Review Wage Increase Request for Gas, Plumbing & Wiring Inspectors; Review Recommendations for Revisions to Personnel Policies & Procedures

Ms. Douglass stated that the she would like to continue the changes to the Natural Resources job description.
There is a request for an increase to the part time inspectors pay, which is offset by permit fees Selectman Dickson moved to approve the wage increase for the part time building inspectors from $35.00 per inspection to $36.00 per inspection, Selectman Hughes second. The Board voted 4-Yes, 0-No. (Selectman Norton was out of the room.) Ms. Douglass stated that the changes to the Personnel Bylaw now only reflect the changes made during negotiations with the Bylaw unit. Mr. Sumner stated that these were also approved at Town Meeting. Selectman Dickson moved to accept changes to the Personnel Bylaw, Selectman Foley second. The Board voted 5-Yes, 0-No. In terms of the Collins Center review, there will be some new policies added. Ms. Doane made changes to the Police Bylaw documents that were negotiated. Selectman Dickson moved to approve the Police Bylaw changes, Selectman Norton second. The Board voted 5-Yes, 0-No, Selectman Dickson moved to close the public hearing, Selectman Foley second. The Board voted 5-Yes, 0-No.

**Discuss Fire Station Project**

Richard Pomroy & Fabrizo Caruso from Pomroy Associates. Mr. Pomroy stated that they would like to discuss a small roadblock in the project with the Board. Mr. Pomroy stated that at the last meeting with the Selectmen they were instructed to work on a 22,500 square foot building. They have heard that they may be asked to look at a 4 bay building/garage. The design team has created a 5 bay garage. Mr. Caruso has come up with a 4.5 bay facility, as a 4 bay facility would push equipment outside. The net saving of 1000 square feet would be $380,000. They are asking the Board for a decision so that they can be ready for Fall Town Meeting with the appropriate designs. Chairman deRuyter stated that if Fall Town Meeting is pushed up to September would the plans be ready? Mr. Pomroy stated that they can be ready. The request at Fall Town Meeting would be for design money. There was a discussion on what was Fall Town Meeting going to ask for; either the design only money or the full amount. There was a clarification that it would be for the full amount to design and build a station. Chief Moran stated that he was asked to look at an equipment consolidation program. Due to growth in the community a 4th ambulance may be necessary. The combination of two vehicles is what allowed the bay design to go from 6 to 5. The large fleet could be reduced by another combination of vehicles. The Town also needs to keep in mind the time that a vehicle/apparatus would be in for repair. The Town’s ISO rating may also be negatively effective by reducing the number of primary and reserve fire engines. It could also negatively affect resident fire rates as well as the Towns. The Town currently has a class 3 rating. Maintaining reserve engines is common practice for Towns on the Cape. You should also take into account storms and natural disasters and the need for reserve equipment. The Chief is asking the Board to support the current apparatus reduction plan. Selectman Dickson asked what year the current quint would be replaced. Chief Moran stated it would be in 4-5 years once the lease is paid off. Going to a 4.5 bay design does not allow for an additional ambulance if or when it is needed. Selectman Norton asked if the Board wants this to go to Fall Town Meeting. There will be more demands from the School, the possibility of a COA/Community Center and he does not know if the Town will support a new Fire Station. Selectman Norton asked for a copy of the ISO report, which the Chief will provide. Selectman Hughes stated that she did attend the Saturday public sessions on the Fire Station project and she supports moving forward on the Fire Station. She trusts the Fire Department on knowing what they will need for equipment and the size of the bay they need. She would like to take the project forward to the voters. Selectman Foley stated that the Board does need to adopt the Chief’s plan for apparatuses. You need to build for the future. He feels it is short sighted to take a 4 or 4.5 apparatus bay. He supports the 5 bay project. Selectman Norton also asked for the number of calls the Department does annually broken out by fire and ambulance and with ambulance by priority. Selectman Foley moved that the Town move to implement a 5 bay unit, Selectman Dickson second. The Board voted 4-Yes, 1-No. Selectman Dickson moved to instruct Pomroy to move forward with the design of a Fire Station for Fall Town Meeting, Selectman Foley second. Ralph Ingegneri stated that the quint would be an excellent addition to the department when the time comes. He thanked the Board for keeping the 5 bay with the Training Tower. There were many meetings over the past several years to work on this project. He also believes it should also now go to the taxpayers. The Fire Departments are often asked to do more with
less, but you have to keep your community safe. He stopped by the Fire Station today and their plumbing is not functioning properly and the current electrically system can barely support what is needed. Robert Miller also supports the Fire Station. The Board voted 4-Yes, 1-No.

Discuss Beach Access Survey Work Group
Chairman deRuyter stated this is a discussion from the last meeting and came about due to the CZM grant for a comprehensive beach access plan. He did some research on what a stakeholder group is and how it should work. He feels it is too early to discuss a working group. He would like to create a work group to develop a survey on beach access to send out with the fall tax bill. Selectman Hughes stated that they would like to do a survey this fall and then next summer perhaps a survey, with volunteers, who would survey those who buy a beach parking permit next summer. Selectman Dickson supports this action and would like to discuss what the working group would like look. Chairman deRuyter stated that it would not be a committee, but a work group of perhaps 5 people. The Board would seek volunteers from the public for this group. John Lamb appreciates the effort behind this, but he is concerned on how this fits in with the big picture. He is concerned with the long time line. Selectman Hughes pointed out that if you start collecting data now, it is not the entire summer, it is already July 20th and she feels that you need more data from as many people as possible. This also gives time to come up with a very good comprehensive survey. Mary O’Neil thanked the Board for being responsive to the request for a survey. She feels that perhaps there could be a survey of people who come to the permit sales office this summer. She believes that the Town needs to look forward in terms of beach access use and what other pathways people would take to the beach, for example would they take a bike or a shuttle. Selectman Hughes stated that this survey would be connected to the Town’s work on beaches and each beach must be looked at as a separately. Selectman Dickson moved to direct the Town Administrator to create a 5 member work group on beach access, Selectman Norton second. The Board voted 5-Yes, 0-No.

Discuss Timeline and Possible Articles for Fall 2015 Special Town Meeting
Chairman deRuyter stated that due to the citizen’s petition they cannot schedule the meeting today. Mr. Sumner stated that he is currently working on a warrant and he could have one for the next meeting.

Statement From and Discussion with Alex Wentworth Regarding Property Located at 4018 Main Street
Alex Wentworth stated that he bought the former Love of the Breed building and is trying to find a way to make his business work in the Town of Brewster. Unfortunately, there are no other property’s in Town for this service station. When the opposition was taking place, he offered citizens who were concerned about his business at this location to meet with him. No one came to speak to him. He can’t comprehend the push to what he feels is pushing his business and family out of Town. He asked if the Board could give him any direction. Chairman deRuyter stated that right now there is pending litigation on this issue. Mr. Zender stated that the Board of Selectman is a policy board, this is an individual property issue, which the Board does not deal with. Mr. Wentworth is frustrated with the process and the zoning of the Town. There are very few areas for a business like this to be located. He feels that the Board can only lend their voice to this matter. He knows that this is a zoning issue. He may look at a citizen’s petition or an article for Town meeting that may allow him to keep his business in Town and still keep the neighbors happy. Selectman Dickson stated that he did support this article and it was ultimately defeated at Town Meeting. Unfortunately, this Board cannot submit a zoning article. Selectman Foley stated that the Planning Board has had many discussion on looking at areas of Town and a need to change certain zones. They just have not had the time to go through with it. They can however ask the Planning Board to work on the issue of zoning. He would support an article again. Mr. Zender stated that he does not favor spot zoning nor is it allowable by State law. He stated that there are other options, including a change to the definitions. Selectman Hughes encouraged Mr. Wentworth to be proactive with those neighbors that were against the zoning change to seek them out and speak to them rather than just inviting them to speak to him. Greg Kelly of Cranberry Lane stated that the vote at Town Meeting was clear
and that the zoning shouldn’t be changed. He doesn’t see how going back will accomplish anything. Don Holm, 121 Seaview Road, Brewster, although he respects Mr. Wentworth’s business he also respects the Town Meeting vote. There was also a spirit of where is the comprehensive plan for the Town. Jay Olin stated that he is also surprised that this has come back for discussion. This was not against Mr. Wentworth, but more about that area of the Old Kings Highway. He also stated that the Health center can be legally zoned in that area and that they have already reached out to the neighbors. Erin Holguin, Deer Path Circle, stated that Town Meeting spoke and this picture of a future shop may not be what the shop will look like. Mr. Wentworth took offense to the characterization that his current location is unacceptable. Mr. Wentworth stated that he does not own that property, it is owned by a hoarder and he has limited spaces at this location.

**Review & Discuss Open Meeting Law Complaint from Ronald Beaty**
Chairman deRuyter stated that the Board received an Open Meeting Law complaint on July 8th on the July 6th agenda. Mr. Beaty objected to the executive session items, number 1 and 19a & b on the agenda. Chairman deRuyter stated that the Board did not go into a second executive session, so he would not address the issue of 19a & b. Chairman deRuyter stated that he ultimately approves the agenda and he takes responsibility for it not being sufficient. The first executive session did not list who the negotiations would be with, it should have stated with Town Administrator. However, no action was taken in this executive session, the contract was not amended, nor was it approved or signed in executive session. In litigation and collective bargaining the agenda should have listed the litigation case and who the collective bargaining was with. Chairman deRuyter thanked Mr. Beaty for bringing this to the Boards attention so that the error can be corrected. Selectman Dickson suggested that the Board review the minutes from the first executive session meeting and then release them. Selectman Foley stated that he did have a concern with the idea that the Board was trying to hide something as we were not.

**Approve June 1, 2015 6:00pm Executive Session Meeting Minutes & June 1, 2015 9:06pm Executive Session Meeting Minutes**
Selectman Norton moved to approve the June 1, 2015 6:00pm executive session meeting minutes, Selectman Foley second. The Board voted 5-Yes, 0-No. Selectman Norton moved to approve the June 1, 2015 9:06pm executive session meeting minutes, Selectman Foley second. The Board voted 5-Yes, 0-No.

**Appointments**
Selectman Hughes moved to appoint Peter Ogozalek to the Millsites Committee for a term of 3 years, expiring June 30, 2018; Margaret Sheas as Brewster’s representative to the Barnstable County Human Services Commission for a term of 3 years expiring June 30, 2018; John Piemontese to the Golf Commission for a term of 3 years, expiring June 30, 2018; Bruce MacGregor to the Zoning Board of Appeals for a term of 3 years expiring June 30, 2018 and Sarah Kemp and Les Erikson as alternates to the Zoning Board of Appeals for a term of one year expiring June 30, 2016, Selectman Foley second. The Board voted 5-Yes, 0-No.

**Action Items**
Selectman Norton moved to approve action items 1-8 as recommended by Administration, Selectman Dickson second. Selectman Dickson has a concern with the request for a yard sale on Route 6A during the summer. The Selectmen’s policy does not allow sales on Route 6A during the summer and is it not just a safety issue but also for the business. Selectmen Norton stated that it is really a safety issue and with a Police detail, it would be acceptable. Selectman Foley stated that perhaps this could be a test case. The Board voted 5-Yes, 0-No.

**FYI Items**
Selectman Hughes mentioned the email she forwarded to the Board regarding a planning tool that will be
demonstrated at Town Hall. She invited the Selectmen as well as any of the public that may be interested. Anyone interested should contact Sue Leven. Selectman Foley made mention of item L, the list of Cape Town’s Transfer Station hours. He hopes the Board will take this as an agenda item in the fall to discuss if the Board can change the hours of the Recycling Center.

**Liaison Reports**
No discussion

**Topics the Chair did not Reasonable Anticipate**
In regards to the citizen’s petition for a special Town meeting, Selectman Dickson agrees with Selectman Norton to see if there is a way to take a step back on the Breakwater project. He is also concerned with having the special Town Meeting in August, within 45 days of the petitions submission. He does not believe that staff can have their annual fall items ready for an August Town meeting, this would require two Town meetings. He asked if the Board could delay the Breakwater project so that only one Town Meeting needs to take place. Selectman Hughes spoke in favor of the Breakwater project and noted that the National Seashore and the Town of Barnstable are working on similar projects. Public access is a large driver of this project. The Town is using best management practices with the Breakwater project. She is sensitive to the fact that building a dune does limit the view at Breakwater and access. Mr. Sumner stated that bids for the project would have been opened in August, but the Town does not have to award the contract for 30 days. We can also delay the bidding process. He feels administration could have the fall warrant ready for an August Town meeting, he has already starting working on it. Chairman deRuyter asked if the petition could be delayed a bit, in order to allow one fall Town meeting. Selectman Dickson asked about the possibility of dividing the project; to do the dune project and delay the parking portion. Peter Soule suggested that if the Board would agree to stop work on beaches, the petitioners may agree to delay submission of the petition. Selectman Hughes does not believe that there will be another extension of the State funds and that the Town should start to look for funds for the project. Selectman Dickson was in favor of having the Board delay the Breakwater bid in order to delay the date submission of the citizen’s petition for a special Town meeting. Selectman Dickson moved to not award a bid for the Breakwater project until after Town Meeting, Selectman Norton second. Mr. Sumner stated that the Town Meeting should happen by the middle of September in order to continue with the Breakwater project. Robert Miller asked how to inform the bidders that the project will not go forward until after Town Meeting. Mr. Sumner stated that the Town will issue an addenda to the bid. The Board voted 4-Yes, 1-No.

Chris Powicki asked for clarification on the motion of the Selectman and the existing dates of the bid for Breakwater. Chairman deRuyter stated that yes, they are trying to negotiate a date for Town Meeting. Selectman Dickson stated that the purpose of the motion is to have one Town meeting. The intention is to not sign any bid documents for Breakwater until after Town Meeting. Mr. Sumner clarified that an addenda will be issued to delay the bid. You have 30 days after bid opening to award a contract.

**Media Questions**
None

**Future Meetings**
August 3, 10 & 17, 2015

**Executive Session**
Chairman deRuyter stated that the Board would go into executive session to discuss strategy with respect to collective bargaining as an open meeting may have a detrimental effect on the bargaining position of the Town; International Association of Firefighters Local 3763.
Selectman Norton moved that the Board dissolve open session at 10:17pm and go into executive session to discuss strategy with respect to collective bargaining as an open meeting may have a detrimental effect on the bargaining position of the Town; International Association of Firefighters Local 3763 and not to return to open session, Selectman Dickson second. The Board voted unanimously: Selectman Dickson – Yes, Selectman Hughes – Yes, Selectman Foley – Yes, Selectman Norton- Yes, Chairman deRuyter – Yes.

Respectfully submitted,

Susan Broderick
Administrative Supervisor

Approved: _______________ Signed: _______________________________________

Date Peter Norton, Clerk of the Board of Selectman

Accompanying Documents in Packet: agenda, memo & Powerpoint presentation from CDM Smith on Underpass & Snow Roads reconstruction project, memo from Victor Staley on request for increase to building inspectors, Human Resources policy audit by Collins Center, proposed changes to Personnel Bylaw Policies & Procedures, changes to Police Personnel Bylaw, update on Fire Station project from Pomroy Associates, memo from Charles Sumner on Fall Town meeting dates, copy of open meeting law complaint from Ron Beaty, review by Town Counsel of open meeting law complaint, 6/1/15 6pm executive session minutes, 6/1/15 9:06pm executive session minutes, appointments, action items, FYI items
MINUTES OF THE BOARD OF SELECTMEN

DATE: August 10, 2015
TIME: 7:00 P.M.
PLACE: Brewster Town Office Building, 2198 Main Street

PRESENT: Chairman deRuyter, Selectman Foley, Selectman Dickson, Selectman Hughes, Town Administrator Charles Sumner, Assistant Town Administrator Jillian Douglass, Danielle Nettleton, John Kirkbride, Chuck Hanson, Robert Moran, Mark O’Brien, Kathy Cockcroft, Chief Koch, Elizabeth Taylor, Ralph & Rose Ingegneri, Chris Powicki, Peter Johnson, Jeff Odell, Rich Eldred, Peter Ervin, Hal Minis

ABSENT: Selectman Norton

Call to Order
Chairman deRuyter called the meeting to order at 7:00pm.
Chairman deRuyter stated that due to the hard deadline for Town Meeting, there will not be public comment on items 6-13 on the agenda, the articles that are to be reviewed.

Citizens Forum
Ralph Ingegneri thanked the Police Department for addressing a concern that he had this weekend. He also thanked the Fire Department for all of their hard work this year, there were many calls this weekend. He also stated that the Golf Course is a great asset to the Town. The course is in great shape. He also thanked all the department heads who are coming before the Selectmen to present their needs for Town Meeting; doing it very professionally in such short time.
Chris Powicki made mention of the forum that was held last week on the citizens petition as well as beach access. He will email the link to the Town. He asked a question about a letter to the editor, published in the paper from CVEC.

Review & Vote on Request for New Common Victualer License for Eat Cake 4 Breakfast, LLC, 302 Underpass Road
Danielle Nettleton stated that she is opening a full scale artisan bakery and coffee bar. It will be primarily take out, although there are a few seats. She hopes to open September 16th. She will be open Wed – Sun to start, from 7am – 2pm. Selectman Foley asked if she will have gluten free options. Ms. Nettleton stated that the kitchen will not be certified gluten free, but she will have gluten free options. She will also take special
orders. Selectman Dickson moved to approve the Common Victualer License for Eat Cake 4 Breakfast, LLC, Selectman Foley second. The Board voted 4-Yes, 0-No.

**Review, Discuss & Possible Vote on Request for New Hawker & Peddler License for John Kirkbride, Solar City**

John Kirkbride stated that he started with Solar City 2 months ago. Selectman Foley stated that every Town handles this differently. There have been issues in other communities, but not with Solar City or Mr. Kirkbride. He questions if the Town wants to have a policy on door to door sales. Selectman Dickson stated that if a license is issued, and there are complaints or problems, the license could be revoked or changed. He would support a license at this time. Selectman Hughes asked for background information on Solar City. Mr. Kirkbride stated that Solar City owns the system and leases the panels. They rent the roof. There is a Power Purchase agreement, for 20 years set up with the home owner. The company does not provide leads to their sales associates. This would be cold door calling. Selectman Hughes is uncomfortable in doing this, without a set of policies. There are many elderly in Town, who live alone. She would like to see a set of policies. Mr. Kirkbride does have a State Hawker & Peddler license. Chairman deRuyter agrees that the Board does need to discuss a policy on this. He is in favor of approving the license this evening and working on a policy. Chief Koch stated that even without a Hawker & Peddler license, he can still go door to door. Mr. Kirkbride is doing this the right way by coming before the Board. There are very few complaints on door to door sales in the Town. Residents can place a no soliciting sign on their property. Selectman Dickson moved to approve the Hawker & Peddler license for John Kirkbride, conditioned on future policy, Selectman Foley second for discussion. Selectman Foley asked if he could be required to check in with the police on the days he will be soliciting in Town. Selectman Dickson moved the license as amended, Selectman Foley second. The Board voted 4-Yes, 0-No.

**Review & Vote on Amendment to the ConEdison Power Purchase Agreement to Allow for CVEC to Sub-Contract for Maintenance obligations for the Solar Panels at the Eddy & Stony Brook Schools**

Charles Hanson asked the Board to consider signing the amendment. There are panels on both elementary schools, they are small units. Brewster saved just over $10,000 this past year. CVEC originally thought they could do the maintenance on the panels, but do not have the man power. CVEC went out to bid for the maintenance of the system and ConEdison won that bid. Other Towns have signed the agreement. Town Counsel has reviewed the amendment and recommended a few changes. CVEC has agreed to the changes and the changes were sent to ConEdison, but we have not heard back from them yet. One of the changes was to clarify that the Town’s liability was wrapped into the PPA price. ConEdison has set a deadline of today to have the agreement in place. The Town also needs an O & M on these solar panels. Mr. Hanson stated that the Board can sign the agreement with the recommended changes of Town Counsel and if ConEdison disagrees, the agreement can come back to the Board. Selectman Hughes stated that the amendments recommended by Town Counsel protect the Town and are important. There is no change to the formula that produces the PPA. Chairman deRuyter stated that CVEC is failing to adhere to the original agreement as they cannot maintain the panels. Mr. Hanson stated that CVEC realized they did not have the staff to maintain the panels and addressed the issue in a way that has no cost to the Town. Chris Powicki stated that he was a member of the Energy Committee when these panels were put on the schools. The Town does not have the right to purchase these systems, but that may be something that the Town may want to consider in the future. He feels that the extra cost that CVEC is covering with this change is being passed onto the Cape Light Compact. Robert Miller stated that he was very involved in the roof project at the Eddy School. He stated that ConEdison was not a very cooperative partner during the roof project at the Eddy School. Selectman Foley moved that the Board support the new Power Purchase Agreement, with the amendments recommended by Town Counsel if they are accepted by ConEdison, Selectman Dickson second. Selectman Hughes stated that in the meantime CVEC should come out and fix the panels that are not working at the Eddy School as that is in the current agreement.
Selectman Foley amended his motion to include a letter to CVEC, Selectman Dickson second. The Board voted 4-Yes, 0-No.

Review, Discuss & Possible Vote on Fire Department Special Projects Expenditures; Article 2 of September 2, 2015 Special Town Meeting Warrant

Chief Moran went over his requests which are yearly requests every fall. This fall, the dispatch service request was decreased, but it will go up over the next two years, due to the Sheriff’s dispatch center. It will be billed per capita rather than by call. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2a, Dispatch Service Expense, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2b, Rescue Service Expense, in the amount of $10,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2c, Ambulance Lease payment in the amount of $25,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2d, Radios and Communication Equipment in the amount of $30,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2e, Personal Protective Equipment, in the amount of $10,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2f, Apparatus Lease Payments in the amount of $108,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2g, Ambulance Replacement Lease, in the amount of $53,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2h, Hazardous Materials Equipment/Supplies in the amount of $4,000, Selectman Foley second. The Board voted 4-Yes, 0-No. In regards to the $10,000 for item i, it would come from free cash and would be used to cover the cost of employees working in the Emergency Operations Center. This is due to contract amendments. Chief Moran stated that over the last few months some issues have come about with the fire station. One of them is that the air conditioning unit is not working; it leaks into the Fire prevention office. There have also been some plumbing and electrical issues. He wants to make sure the Board is aware of these repairs as the goal is to save the building to turn it over to another department if a new Fire Station is to be built. The Board will need to look at funding for the May Town Meeting warrant for building repairs.

Review & Discuss Golf Department FY15 Financial Review

Mr. O’Brien stated that the net result is a surplus of just over $113,000. Revenues came in as projected, despite the tough winter and slow start in the spring. A large part of that was due to the strong efforts in soliciting memberships; non-resident membership is up. Expenses were under approximately $69,000. Pro-shop revenues came in as projected. The receipts reserved account is projected to maintain a positive balance until 2020. Some of this will depend on golf cart receipts. Once the bond is paid off, this account can once again receive funds. Chairman deRuyter thanked all involved for their excellent work this year. Selectman Dickson also thanked all involved for their hard work. He questioned if the amount withdrawn from GRRAA should be reduced since there was a surplus this year. Mr. Sumner stated that having Town Meeting over in September will allow him time to work on the FY17 financial forecast, he can look at options on how to handle transfers out of the GRRAA. This may be the time to work on a policy position for this account.

Review, Discuss & Possible Vote on Golf Department Special Projects Expenditures, Article 2 of the September 2, 2015 Special Town Meeting

Mark O’Brien explained that item 5A is a lease payment, the third payment. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 5a in the amount of $18,252.00, Selectman Foley second. The Board voted 4-Yes, 0-No. The second request is to replace a 1986 aerifier for $27,000.
Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 2b in the amount of $27,000.00, Selectman Foley second. The Board voted 4-Yes, 0-No. The third item is to replace 3 1999 workman utility vehicles. The department has 7; they have replaced 4. They would like to short term borrow and pay over 5 years. They would prefer to buy rather than lease, as the leasing process is very onerous and time consuming: it can be counterproductive and expensive. Mr. Sumner added that right now the interest rate is low. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 5c in the amount of $77,000 Selectman Foley second. The Board voted 4-Yes, 0-No. Mark O’Brien stated that he did have to add an unpaid bill for Nauset Disposal. Selectman Dickson moved to approve article 1, Unpaid Bills, item c in the amount of $278, Selectman Foley second. The Board voted 4-Yes, 0-No.

Review, Discuss & Possible Vote on Ladies Library Special Projects Expenditures; Article 2 of September 2, 2015 Special Town Meeting

Ms. Cockcroft went over the background of the parking plan to redesign the parking lot which will be shared with the Brewster Baptist Church. Right now, there is only room for one lane of traffic into and out of the library. There are no crosswalks for the library; there is only one handicapped spot which floods when it rains. In the new lot, there will be 6 handicapped spots and there will be two lane access from the Church to the parking lot. Chief Koch added that there has been a walk through with the engineer and the Church. Town Counsel is working on the language for an agreement with the Church. The memorial plantings will be catalogued and replanted. Mr. Sumner stated that this item for the $302,500 is a request to borrow the funds for this project and pay over 5 years. An article was added to allow the Board to enter into negotiations with the Church. Selectman Dickson moved to approve article 2, Capital & Special Projects Expenditures, item 7b, Library Parking Lot Improvements, in the amount of $302,500, Selectman Foley second. The Board voted 4-Yes, 0-No. Mr. Sumner stated that article 7 is a real estate transaction as the Town will get a right to build on the church parking lot as well as a right to use, as will the church have a right to use the Town facilities for parking. This will be a 2/3 majority vote at Town Meeting. The terms of the agreement will most likely be finalized this winter and then plans and specs can be developed and go out to bid in spring of 2016. Selectman Dickson moved to approve article 7, Mutual Easements/Brewster Ladies Library & Brewster Baptist Church, as printed in the warrant, Selectman Foley second. The Board voted 4-Yes, 0-No. There is a technology request for $5,000. Item 7C is a request for a new chiller replacement. The original was installed in 1997 and it constantly needs repairs. The air in the library is not only important for the employees and patrons, but also for the books and other items in the library. This would also come from free cash. The quote did include prevailing wage.

Review, Discuss & Possible Vote on Article 6, Community Preservation Act/Contributions Towards Conservation Restriction

Jillian Douglass recused herself from the meeting, as this is her property. Ms. Taylor stated that Brewster Conservation Trust (BCT) is buying two parcels and is only asking the Town to pay for the conservation restrictions. Both parcels are in zone 2. Mr. Minis stated that the BCT is once again proud to be working with the Town to protect these two parcels. Mark Robinson has negotiated good prices for the two parcels. The trust has applied for a grant for the purchase of the two parcels, but will assume the cost regardless of whether or not they receive the grant. Mr. Sumner added that one of these parcels is owned by Jillian Douglass. She signed a disclosure of financial interest notice that is on file with the Town Clerk’s office. Selectman Foley stated that when the Town is ready to look at the road, it should look at resloping the road away from the pond. Chairman deRuyter asked if the deal falls through, what will happen to the $100,000. Ms. Taylor stated that the money will not leave the open space account until the sale is complete. Mr. Minis added that there is a P & S on both properties. Demolition of the house will begin on the Buehler property soon after the purchase of the property. Selectman Dickson moved to approve article 6, Community Preservation Act/Contributions towards conservation restriction in the amount of $100,000, Selectman Foley second. The Board voted 4-Yes,
Review, Discuss & Vote on Article 10, Town Landing & Beach Projects, of the September 2, 2015 Special Town Meeting Warrant

Chairman deRuyter gave an overview of this article and how it came about. Mr. Miller gave a powerpoint presentation on long term planning for Town Landings, including the problems of erosion and storms; Brewster’s approach to the landings; recent coastal reports and recommendations; how Brewster has responded to storm damage to date; coastal adaptation project and a sediment study. The presentation also went over the history of storm damage at Town landings. The presentation also went over the completed Paines Creek project as well as the upcoming project for a footbridge to add a pathway/footbridge for additional beach access. There was a review of the Breakwater project, Mants Landing project, Ellis Landing project, Linnell Landing project; Crosby Landing and Crosby Mansion parking project; Slough Pond; Fishermans Landing project and the Long Pond Landing ramp project.

Article 10, item a, Breakwater Beach, Mr. Sumner stated that bids were opened today for the project, it will change the free cash proposal to $35,000. Selectman Dickson supports the Breakwater project and thanked Mr. Miller for all of his work on this project. Selectman Hughes added her support for the project and added that it has been to Town Meeting twice. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item a, Breakwater Beach, free cash in the amount of $35,000, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item b, Ellis Landing funding will come from Chapter 90 funds and free cash. This project is scheduled to start this fall. Mr. Sumner stated that there are some licensing issues that will have to be worked out between the Town and the neighbors. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item b, Ellis Landing, free cash spending in the amount of $101,500, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item c, Linnell Landing, will also be funded with Chapter 90 funds and free cash. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item c, Linnell Landing, free cash spending in the amount of $20,000, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item d, Fishermans Landing is Chapter 90 and free cash. Selectman Foley asked if the State was contributing any funds for this project. Mr. Miller stated that this project is very different from what the State wants, so most likely there will be no funding. Beach parking is being added rather than boat/trailer parking. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item d, Fisherman’s Landing, free cash spending in the amount of $25,000, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item e, Slough Pond is $5,000 from free cash and will be done in house with the DPW and Natural Resources department. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item e, Slough Pond landing, free cash spending in the amount of $5,000, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item F, for Long Pond ramp landing is an additional $10,000 from free cash. The total cost of the project would be $150,000; including drainage. This is also the landing that our emergency vehicles use. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item f, Long Pond Boat Ramp & Landing, free cash spending in the amount of $10,000, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item g, for the foot bridge is $6,500 from free cash and will also be done by the DPW and Natural Resources. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item g, Paines Creek Footbridge, free cash spending in the amount of $6,500, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item h, for the Crosby Property is for additional parking between Linnell and Crosby on the state beach to continue to fund the planning. Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item h, DCR/Nickerson Park Beach Access Planning, in the amount of $10,000, Selectman Foley second. The Board voted 4-Yes, 0-No.

Item i is for parking for the Crosby Mansion on the former tennis court. This could also be used for additional beach parking, when it is not being used for a function at the Mansion...
Selectman Dickson moved to approve article 10, Town Landing and Beach Improvement Projects, item i, DCR/Nickerson Park Beach Access Construction, in the amount of $30,000. Selectman Foley second. The Board voted 4-Yes, 0-No. The Board thanked Chris Miller for all his work on the beach and Town landing projects.

Review, Discuss & Vote on September 2, 2015 Special Town Meeting Warrant Articles
Selectman Dickson moved to approve article 1, Unpaid Bills, items a-b, Selectman Foley second. The Board voted 4-Yes, 0-No. Mr. Sumner stated that our free cash was certified last week at $2,542,316. He recommends spending $1.1 million. This requires just over a $52,000 reduction in the warrants free cash spending. Selectman Foley would like to remove $50,000 for Tri Town Expenses. Mr. Sumner and Chairman deRuyter recommend reducing the Tri-Town expenses and road drainage by $25,000 each. Selectman Foley stated that in Mr. Miller's review of article 10, a lot of funding was coming from road work and the Town is doing a great amount of road work this year. He would like to keep the Road/Drainage repairs at the full $150,000. The Board was in agreement to remove item 1j, $50,000 for Tri Town Treatment from article 2. Selectman Dickson moved to approve article 2, Capital and Special Project Expenditures, items 1a-1i, in the amount of $137,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital and Special Project Expenditures, item 2i, Emergency Management Planning fund in the amount of $10,000, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital and Special Project Expenditures, items 3a – 3c, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 2, Capital and Special Project Expenditures, items 4 a & b, in the amount of $62,500, Selectman Foley second. The Board voted 4-Yes, 0-No. The Board will wait until a later meeting to review and approve the Schools capital items. Selectman Dickson moved to approve article 2, Capital and Special Project Expenditures, item 7 items a & c, in the amount of $66,250, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 3, Debt Principle and Interest Funding in the amount of $554,051, as printed in the warrant, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve Article 4, Special Revenue Fund/Cable Franchise Fee Account, in the amount of $70,840.00, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 5, Fuel Assistance Funding, in the amount of $12,500, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 6, Grant of Utility Easement as printed in the warrant, Selectman Foley second. The Board voted 4-Yes, 0-No. Selectman Dickson moved to approve article 11, Amendment to Town Code/Town Meetings, as printed in the warrant, Selectman Foley second. The Board voted 4-Yes, 0-No.

For the consent calendar, Mr. Sumner suggest articles 8, 11 & 12, 13, 14, 16, & 17. Selectman Dickson moved to form a consent calendar for articles 8, 11, 12, 13, 14, 16 & 17, Selectman Foley second. The Board voted 4-yes, 0-No.

Chairman deRuyter thanked all the Town employees for working on the warrant under extreme time pressures.

Close & Sign September 2, 2015 Special Town Meeting Warrant
Selectman Foley moved that the Board close and sign the September 2, 2015 Special Town Meeting Warrant, Selectman Dickson second. The Board voted 4-Yes, 0-No.

Review & Approve June 1, 2015 Regular Session Meeting Minutes
Selectman Dickson moved to approve the June 1, 2015 regular session meeting minutes, Selectman Hughes second. The Board voted 4-Yes, 0-No.
**Appointments**
Selectman Hughes moved to appoint Brandon L. Rice as Police Officer and Keeper of the Lockup, effective September 2, 2015 – September 1, 2016 and Andrea Nevins to the Council on Aging for a term of 3 years, expiring June 30, 2018, Selectman Foley second. The Board voted **4-Yes, 0-No.**

**Action Items**
Selectman Dickson moved to approve action items 1-2, as recommended by Administration, Selectman Foley second. The Board voted **4-Yes, 0-No**

**FYI Items**
No discussion

**Liaison Reports**
No discussion

**Topics the Chair did not Reasonable Anticipate**
None

**Media Questions**
Rich Eldred asked what the total of free cash expenditures is. Chairman deRuyter stated that it is $1,102,426 for the fall Town meeting.

**Future Meetings**
August 17, 2015

Selectman Foley moved to adjourn at 10:29pm, Selectman Dickson second. The Board voted **4-Yes, 0-No.**

Respectfully submitted,

Susan Broderick
Administrative Supervisor

Approved:  
Signed:  
Date  
Peter Norton, Clerk of the Board of Selectman

Accompanying Documents in Packet: agenda, email from Danielle Nettleton on request for Common Victualer license and sample menu for Eat Cake 4 Breakfast, memo from Sherrie McCullough on Eat Cake 4 Breakfast, memo to Selectman on request for Hawker & Peddler License, responses from Towns on Door-to-Door sales policies, resume & Hawker & Peddler application from John Kirkbride, email from Richard Wolfe, re: amendment to ConEd PPA for Elementary Schools, copy of draft amendment #1 to PPA for Elementary Schools, September 2, 2015 Special Town Meeting financial spreadsheet, memo from Chief Moran on Fire headquarters repairs, golf FY15financial report, draft of Library parking re-design, estimate for Library chiller replacement, copy of Open Space Committee’s application to CPC for Mill Pond project, June 1, 2015 regular session meeting minutes appointments, action items, FYI items
MINUTES OF THE BOARD OF SELECTMEN
REGULAR SESSION MEETING

DATE: August 17, 2015
TIME: 7:00 P.M.
PLACE: Brewster Town Office Building, 2198 Main Street

PRESENT: Chairman deRuyter, Selectman Foley, Selectman Dickson, Selectman Hughes, Selectman Norton, Town Administrator Charles Sumner, Assistant Town Administrator Jillian Douglass, Ed Lewis, Ryan Burch, Chris Powicki, David Tately, Chris Miller, Chuck Hanson, John Lamb, Mary O’Neil, Rich Eldred, Peter Johnson, James O’Reilly

Call to Order
Chairman deRuyter called the meeting to order at 7:00pm.

Citizens Forum
Charles Hanson stated that he was in last week to discuss the solar panels on the schools roofs. The system on the school is up and running; it was repaired. Also, ConEd has accepted all of the changes that Town Counsel requested. There is one additional that was requested; that the Town will check the systems after storms to make sure they have not been damaged.

Public Hearing – Tax Classification – Review and Vote on Tax Levy Among The 5 Classes of Real Property and Personal Property
Chairman deRuyter read the public hearing notice.
David Tately stated that The Town has increased property values by 2.81%. The proposed tax rate is $8.43 per $1,000, which is just over a 2% increase; from $8.26 to $8.43. Also the excess levy $355,096. Mr. Tately went over the 4 different classes of property and what shifting the tax burden to the commercial section would do to the commercial tax base. Selectman Foley moved that the Board of Selectmen adopt a residential factor of 1 (one), and that the Board not adopt the residential exemption, open space exemption, or small commercial exemption, Selectman Dickson second. The Board voted 5-Yes, 0-No. Selectman Foley moved to authorize the Finance Director to electronically sign the document for the Board of Selectman, Selectman Dickson second. The Board voted 5-Yes, 0-No.

Introduction of Natural Resources Department Summer Interns
Ryan Burch stated that in the summer they recruit high school students to help the program. James O’Reilly
was able to attend the meeting. Mr. O’Reilly, a senior at Nauset High School, works one day a week for the department. He enjoyed culling oysters out on the flats. He volunteered as he is interested in studying environmental science in school. He also helped stock the quahogs. James is also going for his Eagle Scout badge. The other volunteers are Aidan Biondi 39 hours, Liam Hanley 35 hours, Luke Steinmetz 49 hours, Camden Moore 35 hours and James O’Reilly has 44 hours. Ryan Burch read a statement from Bruce Johnson who is a 2014 Nauset High School graduate. Mr. Johnson was very grateful for his experience working with the Natural Resources department. He worked over 120 volunteer hours this summer. Mr. Burch stated that in the winter they go to the high school and give a presentation on what volunteers have done in the past to recruit for the upcoming summer.

Ed Lewis stated the County is very involved with AmeriCorps. Ryan Burch is a member of the advisory Board to the County Commission on AmeriCorps. Mr. Burch is also an alumni of AmeriCorps. Mr. Lewis presented a certificate of appreciation from the County Commission to Ryan Burch for all his work with AmeriCorps. Mr. Lewis then presented the Board with a framed print for the Town in appreciation of the Town’s work with AmeriCorps.

Review, Discuss & Vote on Article 9, Citizen’s Petition/Enhancing Beach Access in Brewster, Comprehensive Community Based Planning

Chris Powicki & John Lamb. Chris Powicki gave a PowerPoint presentation on the citizen’s petition. He stated that the citizens’ petition is a non binding article signed by over 500 citizens. He stated that article 9 does not put a moratorium on other beach and landing projects. John Lamb stated that this article is intended to get everyone on the same page and to come up with a process to get projects in Town completed with community development. The PowerPoint presentation including information on the number of Town landings, parking spots, beach sticker sales, overall status of beach access. The petition was brought forward to stop construction on Breakwater Beach and put a moratorium on landing projects that focus on parking spaces. They would like to see a comprehensive beach access plan. They want to see how to work together. To see unique solutions to the issues. They understand that there are projects that need to go forward and some that should be postponed and looked at more closely. There was a slide that went over how the Breakwater project may have looked differently if the approach in the citizens’ petition was used. They also went over the proposed plan for Crosby/Linnell beach. There was a question as to whether the plan at Crosby for parking spots on the old tennis courts is the best plan and what it will mean to the traffic on the roads and the wetlands located near the proposed parking. Mr. Powicki stated that there will always be opposition to any Town projects, but with more community involvement, perhaps there would be less opposition. They hope the Town will look at a shuttle and perhaps parking could be on Route 6A. On August 27th there will be another forum on the citizen’s petition at the Brewster Ladies Library. The group will take a look at article 10 to come to a consensus on the Towns projects. Mr. Lamb hopes that the Town will also start to look at a shuttle for Town Beaches. Selectman Hughes asked for a copy of the updated presentation. Mr. Powicki will send the updated presentation to Ms. Broderick. Selectman Dickson asked for clarification on whether the article is or isn’t a moratorium. Mr. Powicki stated that it is a political statement. It does not affect projects that deal with storm water or public safety. The group is asking for a comprehensive plan. There was some discussion on what Town projects the citizen’s petition would consider part of the moratorium. Selectmen Hughes asked that the citizen group review the Town’s projects to state which projects would and would not be affected by the citizen’s petition and to announce them at Town Meeting, so that the voters are educated. Chairman deRuyter asked if the petition has been discussed with the Planning Board, as it stated that the Planning Board will produce a comprehensive plan. Chris Powicki stated that this article is a strawman for the process. Chairman deRuyter clarified that the language is very important as it is an article. Selectman Dickson stated that he is concerned with calling the article a straw man. John Lamb stated that many people who signed the petition do not go to Breakwater beach; it was more about beach access for them. The petition was written to get those
people to sign as well as others. They want the process to be inclusive of many boards. Selectman Foley appreciated the sentiment of the article, but he wishes the facts in the PowerPoint presentation where actual. He pointed out that in 3 different slides, Paines Creek has 3 different number of parking spots. Selectman Foley also had an issue with the 18:1 ratio of stickers sold to parking spots, he made example of the daily stickers. Selectman Foley stated that the Town does sell more parking permits than there are spaces. Selectman Foley stated that he can’t support the article as it negatively affects the Town’s process. Selectman Norton stated that there are no good guys or bad guys in this. He cannot support the citizen’s petition and he has decided to support the Breakwater project. He feels that everyone wants to get to the same place, but there are other ways to get there. Mr. Sumner stated that the article may or may not pass. He asked the citizens group to look at the projects that the Town would like to complete and make a statement on whether or not they support them. He believes they would support Slough Pond, the foot bridge at Paines Creek, Ellis Landing, Fisherman’s Landing and Linnell Landing projects. He also asked what would happen to the comprehensive plan if there is not an affirmative vote from one of the Boards listed in the article. He feels this could be addressed by an amendment on Town Meeting floor. He stated that erosion is a real problem at Breakwater Beach. Selectman Dickson stated that the parking ban on beach access roads did create additional problems with beach access this summer, but it was a public safety need. Selectman Dickson stated that the Board does also want to save Breakwater Beach. He also feels that the plan will create parking and access to the park. Selectman Hughes stated that she supports a community based comprehensive plan. The discussion tonight and at previous meetings have indicated that if there is to be a consensus based plan, the Town does need an outside facilitator. In order to know what to do and how to do it, you need to know what factors are effecting the beaches. The Selectmen share the goal of community based planning. Selectman Dickson moved to approve article 9, as printed in the warrant, Selectman Foley second. The Board voted 0-Yes, 5-No.

**Discussion on Conditions of and Short & Long Term Needs of the Tri-Town Septage Treatment Plant**

Mr. Sumner stated that he serves on the Board of Managers for the Tri-Town Septage plant. The current contract expires on 12/31/16. The land is owned by the Town of Orleans. At the end of the agreement the plant will be torn down and each of the 3 Towns will share in the cost of demolition. In October there will be a joint Selectmen’s meeting. One conversation has been about keeping the plant running to 2020. DEP has indicated that they would consider an extension of the permits for another 5 years, but there are some process and safety issues that the DEP would require the plant to address. This could cost $500,000 - $700,000 per Town. Orleans will reach out to the other Towns to see if they are interested in extending the permit and life of the plant. If so, Brewster would need to go to Town meeting for approval. Selectman Dickson questioned why the Towns are now sharing the costs of repairs as before the plant paid for them out of their income. Mr. Sumner stated that it has to do with the age of the plant and the technology that is now required to run the plant. Mr. Sumner stated that Jay Burgess has done an outstanding job of keeping the plant running. Selectman Hughes asked for more information on We Care and the Yarmouth facility in terms of Tri-Town. Mr. Sumner stated that We Care has now paid their obligation to the plant and the Yarmouth and Tri-Town facility are now working very well together.

**Review, Discuss & Vote September 2, 2015 Town Meeting Warrant Articles**

Chairman deRuyter stated he would like to revoke the articles that there are a 4-0 Vote. Selectman Foley moved to reconsider the consent calendar, Selectman Dickson second. The Board voted 5-Yes, 0-No. Selectman Foley moved to approve the consent calendar, articles 8 & 11, Selectman Dickson second. The Board voted 5-Yes, 0-No. Selectman Dickson moved to reconsider article 1, unpaid bills, Selectman Hughes second. The Board voted 5-Yes, 0-No. Selectman Hughes moved to approve article 1, unpaid bills, Selectman Foley second. The Board voted 5-Yes, 0-No. Selectman Dickson moved to reconsider article 2, capital and special projects expenditures, Selectman Foley second. The Board voted 5-Yes, 0-No. Selectman Dickson moved to approve article 2, capital and special project expenditures, items 1-5 & 7,
Selectman Foley second. The Board voted **5-Yes, 0-No**. Selectman Dickson moved to reconsider articles 3, 4, 5, 6 & 7, Selectman Foley second. The Board voted **5-Yes, 0-No**. Selectman Dickson moved to approve articles 3, 4, 5, 6 & 7, Selectman Foley second. The Board voted **5-Yes, 0-No**. Selectman Dickson moved to reconsider article 10, town landing and beach improvement projects, Selectman Foley second. The Board voted **5-Yes, 0-No**. Selectman Dickson moved to approve article 10, town landing and beach improvement projects, items a-i, Selectman Foley second. The Board voted **5-Yes, 0-No**.

Mr. Sumner stated that at the Finance Committee meeting there was a good conversation on the Library chiller on if there are other systems that may be more cost effective. There was a conversation on if there should be just money to go out to design and engineering. Administration is looking at this issue. Administration will consult with Town Counsel to see if this can be amended on Town Meeting floor and how.

### Assignment of September 2, 2015 Special Town Meeting Warrant Articles

| Consent Calendar; Article 8, 11 | Selectman Dickson |
| Article 1, Unpaid Bills | Charles Sumner |
| Article 2, Capital & Special Projects Expenditures | Selectman deRuyter |
| Article 3, Debt Budget Principal & Interest Funding | Selectman Norton |
| Article 4, Special Revenue Fund/Cable Franchise Fee Account | Selectman Foley |
| Article 5, Fuel Assistance Funding | Selectman Dickson |
| Article 6, Community Preservation Act/Purchase of Conservation Restriction | Community Preservation Committee |
| Article 7, Mutual Easements/Brewster Ladies Library & Brewster Baptist Church | Selectman Norton |
| Article 9, Citizens’ Petition/Enhancing Beach Access in Brewster, Comprehensive Community-Based Planning | Chris Powicki |
| Article 10 – Town Landing and Beach Improvement Projects | Selectman Hughes |

### Appointments

Selectman Hughes moved to appoint Brenda Vazques to the Council on Aging for a term of 3 years, expiring June 30, 2018, Selectman Norton second. The Board voted **5-Yes, 0-No**.

### Action Items

Selectman Dickson moved to approve action items 3-4, as recommended by Administration, Selectman Norton second. The Board voted **5-Yes, 0-No**. Chairman deRuyter recused himself from action items 1-2. Selectman Norton moved to approve action items 1-2, as recommended by Administration, Selectman Foley second. The Board voted **4-Yes, 0-No**.

### FY1 Items

Selectman Hughes asked what spurned item A, legal review of public funds to private entities.

Mr. Sumner stated that it was a citizen’s question.

### Liaison Reports

Selectman Hughes stated that Don Arthur resigned from the Government Study Committee. She will go back to the minutes when the members were appointed and see who was next in scoring for votes to be appointed. Chairman deRuyter stated that he, Selectman Hughes and Mr. Sumner presented article 10 to the Finance Committee and they supported 8 out of the 9 items.

### Topics the Chair did not Reasonable Anticipate

None
Media Questions
None

Future Meetings
September 2 & 14, 2015

Executive Session
Chairman deRuyter stated that the Board would go into executive session to conduct strategy for collective bargaining negotiations with SEIU, OPEIU, Personnel Bylaw, Police & IAFF and to consider the purchase, exchange, lease or value of real property as an open meeting will have a detrimental effect on the negotiating position of the Town.

Selectman Norton moved that the Board dissolve open session at 9:09 pm and go into executive session to conduct strategy for collective bargaining negotiations with SEIU, OPEIU, Personal Bylaw, Police & IAFF and to consider the purchase, exchange, lease or value of real property as an open meeting will have a detrimental effect on the negotiating position of the Town; Paines Creek Road and Overland Way, Orleans and not to return to open session, Selectman Foley second. The voted unanimously; Selectman Dickson – Yes, Selectman Foley – Yes, Selectman Norton – Yes, Selectman Hughes Yes, Chairman deRuyter – Yes.

Respectfully submitted,

Susan Broderick
Administrative Supervisor

Approved: ____________ Signed: _______________________________________

Date                Peter Norton, Clerk of the Board of Selectman

Accompanying Documents in Packet: agenda, legal advertisement for classification hearing, memo to Board of Selectman with information of classification hearing, emails to and from Lisa Souve, re; assessment levy from Cape Cod Commission for next fiscal year, Powerpoint presentation citizen’s petition, minutes of 6/17/15 & 6/29/15 Tri Town Board of Managers meeting, DEP report on inspection of Tri-Town facility, estimated repairs needed to Tri-Town for it to continue to run to 2020, Tri-Town monthly septage by Town, appointments, action items, FYI items
MINUTES OF THE BOARD OF SELECTMEN REGULAR SESSION MEETING

DATE: September 14, 2015
TIME: 7:00 P.M.
PLACE: Brewster Town Office Building, 2198 Main Street

PRESENT: Chairman deRuyter, Selectman Foley, Selectman Dickson, Selectman Norton, Assistant Town Administrator Jillian Douglass, Liz Argo, John Checklick, Helmut Schneider, Cindy O’Leary, Chuck Hanson, Denis Rego, Rich Eldred, John Lamb, Chris Powicki, Kathy Sherman

ABSENT: Selectman Hughes, Selectman Norton, Town Administrator Charles L. Sumner

Call to Order
Chairman deRuyter called the meeting to order at 7:02pm.

Citizens Forum
Cindy O’Leary & Denise Rego made a statement on behalf of the COA. They COA has been meeting on the research of a new facility. Jan Mutchler, from the Gerontology Institute at UMass Boston, has been hired. The first public forum is scheduled for 2pm & 6pm on Tuesday, September 15 at the Council on Aging. The forums are moderated by Jan Mutchler.

Helmut Schneider, 26 Agassiz St, has a concern on a property in his neighborhood. He feels that there is an illegal business operating on the property. He also believes that the business is encroaching on the Town’s abutting property. He is frustrated and feels this is an ongoing issue. He has a concern on the trespassing and the illegal use. Chairman deRuyter stated that the trespass is a separate issue and he will speak with the police chief on the calls that have come in regarding the property and the Selectmen’s office will get back to Mr. Schneider.

Review & Discuss Round 1 Adder Proposal from Cape & Vineyard Electric Cooperative
Liz Argo stated that she is here with a request. Ms. Argo went over a PowerPoint presentation, which included information on past, present and future projects as well as CVEC benefits and CVEC operations management services. In 2010 the CVEC Board voted not to have an administrative adder on phase 1 projects. There is a $0.01 charge on round 2 projects for administrative costs. In 2015 the CVEC Board voted to place an administrative adder on phase 1 projects. Brewster should see $151,799 in year one from the round 1 & 2 projects as well as the FGW. The adder would cost approximately $17,035. This reduces the year one income to $134,763. This adder will begin in fiscal 2017 and in 3 years it will be reviewed to see if it should be changed or eliminated. Selectman Dickson has some concerns. He would like to see more than a one year
budget, he suggests 3 years. Mr. Checklick stated that the Cape Light Compact (CLC) gave birth to CVEC and provided funding for CVEC for the last 3 years, equal to the budget. That 3 year commitment has ended and CVEC is now on their own. Unfortunately, there were some issues with round 2 projects. Ms. Argo stated that she will supply the Board with the past 3 year’s financial statements. Selectman Dickson asked what other options have been looked at for revenue generation. Mr. Checklick stated that they continue to look at other opportunities and additional PV projects. Ms. Argo stated that CVEC is a service organization. If CVEC does not get the round 1 adder they will have to look at survival rather than growth. The adder will allow them to look at growth and additional PV projects. Selectman Dickson stated that he would prefer that all projects, no matter the round, be asked for the same adder. Mr. Checklick stated that all round 2 off takers and project owners are paying an adder and they are now asking for round 1 projects to pay an adder. Selectman Foley would also like to see previous year’s budgets and how they have adjusted their budgets without the CLC match. If all the Towns do not agree to this, CVEC will have to do their best at functioning, there is cash that can be used and they can operate to 2017. Provincetown and Monomy School District have voted to support the round 1 adder. Chairman deRuyter asked about the buildup in capital; why do it when CLC was funding them the first 3 years. Mr. Checklick stated that it was to build up the capital reserves to have a full years worth of operating expenses. Ms. Argo stated that the cash flow accumulated very quickly in the beginning, but has since slowed. Chairman deRuyter asked what would happen if CVEC could not fulfill the services in agreement with the Town. Mr. Checklick stated the default provision in the contract would kick in. The Town would have to look at its specific contract. Chairman deRuyter asked why round 1 was set up with no administrative adder. Ms. Argo stated that round 2 was being worked on at the same time and they were counting on the adder from the round 2 projects and unfortunately, many of them fell apart for various reasons. Chairman deRuyter stated that he has a hard time supporting the request as the Town entered into the agreements in good faith. For Brewster, the adder is more than 10%. CVEC is looking for decisions from all parties by the end of the year. The adder would start on July 1, 2016. The Board would have to justify this expense to the Town. Mr. Hanson stated that the Energy Committee does not object to the adder. They feel it is a fair price to continue the benefits to the Town. This item will be on a future agenda. Kathy Sherman will forward some questions for CVEC. Chris Powicki asked if the Town is currently getting the monitoring services that they were promised. Chairman deRuyter stated that that would be a good question for the Energy Committee. The Energy Committee will look at this and report to the Board. Chris Powicki would also like to see the benefit to the Town on the landfill project vs. the round 2 projects and Future Generation Wind (FGW) project. John Lamb asked if the FGW project is 100% a go. Ms. Argo stated nothing is a go until they are up and running. There will be an update on the Plymouth FGW project at their next meeting. The foundations have been poured for the Plymouth turbines.

**Review & Approve Release of Executive Session Meeting Minutes**
Selectman Foley moved to approve the release of the executive session meeting minutes as presented in the September 14, 2015 memo, Selectman Dickson second. The Board voted 3-Yes, 0-No.

**Review & Approve March 9, 2015 Regular Session Meeting Minutes, June 15, 2015 Regular Session Meeting Minutes, June 15, 2015 Executive Session Meeting Minutes, June 22, 2015 6:46pm & 9:45pm Executive Session Meeting Minutes, July 6, 2015 Executive Session Meeting Minutes, July 20, 2015 Executive Session Meeting Minutes & August 17, 2015 Executive Session Meeting Minutes**
Selectman Dickson moved to approve the March 9, 2015 regular session meeting minutes, the June 15, 2015 regular session meeting minutes, June 15, 2015 executive session meeting minutes, the June 22, 2015 6:46pm executive session meeting minutes, the June 22, 2015 9:45pm executive session meeting minutes, the July 6, 2105 executive session meeting minutes, the July 20, 2015 executive session meeting minutes and the August 17, 2015 executive session meeting minutes, Selectman Foley second. The Board voted 3-Yes, 0-No.
**Action Items**
Jillian Douglass stated that action item 1 will be removed and brought back. Selectman Dickson moved to approve action items 2-9, as recommended by Administration, Selectman Foley second. The Board voted 3-Yes, 0-No.

**FYI Items**
Selectman Dickson made mention of the Comcast program, Internet Essentials. The letter from the Conservation Law Foundation was missing page 2. There is a notice from Lawrence Lynch on the start of the route 6A project. The project could begin as early as September 9th. There was also mention of the Water Department’s work on route 6A and the continuation of the gas company work on route 6A. There will be many delays on route 6A over the next few years.

**Liaison Reports**
None

**Topics the Chair did not Reasonable Anticipate**
None

**Media Questions**
Rich Eldred asked about the status of the Breakwater beach project and when it might start. Chairman deRuyter stated that there is not a start date as of yet, it is in the contracting phase. Mr. Eldred also asked when the Crosby Mansion work might start. Chairman deRuyter stated that there is no start date on the project at Crosby, it must be done in conjunction with the State.

**Future Meetings**
September 28, 2015, October 5 & 19, 2015

**Executive Session**
Chairman deRuyter stated that the Board would go into executive session to discuss strategy with respect to collective bargaining; International Association of Firefighters Local 3763 & Police Union

Selectman Dickson moved that the Board dissolve open session at 8:24 pm and go into executive session to discuss strategy with respect to collective bargaining; International Association of Firefighters Local 3763 & Police Union and not to return to open session, Selectman Foley second. The voted unanimously; **Selectman Dickson – Yes, Selectman Foley – Yes, Chairman deRuyter – Yes.**

Respectfully submitted,

Susan Broderick
Administrative Supervisor

Approved: _______________ Signed: ______________________________________
Date                Peter Norton, Clerk of the Board of Selectman
Accompanying Documents in Packet: agenda, powerpoint from CVEC on round 1 adders, information on Tisbury landfill, list of executive meetings to be released, 3/9/15 meeting minutes, 6/15/15 meeting minutes, 6/15/15 executive session meeting minutes, 6/22/15 6:46pm executive session meeting minutes, 6/22/15 9:45pm executive session meeting minutes, 7/6/15 executive session meeting minutes, 7/20/15 executive session meeting minutes, 8/17/15 executive session meeting minutes
DATE: December 7, 2015

TO: Board of Selectmen

FROM: Chief Koch

RE: Appointment of Ashley Farrenkopf,  
     Skylar Rodericks and Deidre D. Schofield  
     As Police Matrons

Attached for your consideration please find appointments for Ashley Farrenkopf,  
Skylar Rodericks and Deidre D. Schofield as Police Matrons effective December 8, 2015  
through June 30, 2016.

Please be advised that Ashley Farrenkopf and Skylar Rodericks have each submitted an  
application to serve as a Police Matron for the Town of Brewster and have been provided  
training in CPR and Suicide Prevention to prepare them for their duties as such. Deidre  
Schofield is a full time Police dispatcher who has expressed interest in serving as a matron.  
Deidre has also received appropriate training for the position. In consideration of the limited  
number of matrons available at this time for assistance with female detainees, it would be  
beneficial to increase our matron call list with the addition of the three individuals.

Thank you for your consideration of this request. If you have any questions regarding it, please  
contact me at your earliest convenience.

"In Partnership With Our Community"
Board of Selectmen
Appointments December 7, 2015

Robert Miller to the Capital Planning Committee for a term of 3 years, expiring June 30, 2018

Joan Carstanjen to the Community Preservation Committee for a term of 3 years, expiring June 30, 2018

Skylar Rodericks, Ashley Farrenkopf and Deidre D. Schofield as Police Matrons effective December 8, 2015 through June 30, 2016

Donald Curtis Taylor Jr. as Deputy Warden of Elections for a term of 3 years, expiring June 30, 2018
1. **Permission to Pass Through Town** – The Cape Cod Relay is again asking permission to pass through Brewster for their annual Ragnar Cape Cod Relay Race, May 13-14, 2016. Both the Fire Chief and Police Chief have reviewed and approved the route. The Race has received the permission of the Golf Commission to use part of the parking lot at Captain’s for an exchange point and the School Committee will discuss the use of part of the Stony Brook Elementary School parking lot at their December 17th meeting.

**ADMINISTRATIVE RECOMMENDATION**
We recommend the Board vote to approve this request.

2. **Request for Vegetation Management** – Luke Hinkle, Brewster Community Solar Garden, is asking that the Selectmen authorize the DPW to manage the growth of the locust trees that are growing on Town property and shading part of the Brewster Community Solar Garden. The trees, while they are an invasive species, are located in the wetlands on the Town’s property. This requires Administrative Review by the Conservation Commission, which was approved at their December 2nd meeting. They are also requesting a waiver of the $30 Administrative Review fee as the trees are on Town Property.

**ADMINISTRATIVE RECOMMENDATION**
We recommend the Board vote to approve this request.

3. **Approve & Sign Conservation Restriction** - The Compact of Cape Cod is granting a conservation restriction to the Town on a parcel located on Paines Creek Road (map 36, parcel 8-2, 1.39 acres). The Conservation Commission has approved the restriction.

**ADMINISTRATIVE RECOMMENDATION**
We recommend the Board vote to approve this request.

4. **Public Landing Access Permit** – NETCO Construction has submitted an application for use of Mant’s Landing for a project, December 7th – February 12, 2016. Work is comprised of; rock revetment repairs, installation of coir envelopes and coir fiber rolls for coastal bank protection, sand nourishment, beach grass planting and sand drift fencing. Each of the eight properties has a standing order of conditions from the Conservation Commission. NETCO does not need access to Mant’s for the entire length of the project. They only need access for a few hours on day 1 to drop off their equipment and for 2-3 days at the end of the project for the sand and removal of their equipment. Their equipment, a Komatsu excavator and John Deere skid steer, will be stored at the job site on private property. The Conservation Administrator has met with Netco to review the project.
ADMINISTRATIVE RECOMMENDATION
We recommend the Board vote to approve this request and authorize staff to send out the attached approval letter.

5. Accept Gift – John Cameron would like to donate a Brewster Birdhouse and post to the Town in memory of his father, Charles Cameron, former Town Accountant for Brewster. The birdhouse is made of a non-corrosive material, so there is no need for maintenance. The birdhouse will be installed by the Town at Town Hall. The estimated value of the gift is $152.

ADMINISTRATIVE RECOMMENDATION
We recommend the Board vote to accept the gift.

6. Declare Surplus Inventory – The Recreation Department has a broken Lacrosse goal frame and a broken air hockey table that they ask that the Board declare surplus so that they may dispose of them. Both items are beyond repair.

ADMINISTRATIVE RECOMMENDATION
We recommend the Board vote to approve this request.

7. Request for Approval – The Zoning Board of Appeals is applying to the MA Housing Partnership for a $5,000 40B technical review assistance application grant. The funds will be used to assist the ZBA in reviewing the paperwork, provide a checklist for the ZBA to consider and assistance in writing the final decision for Habitat’s project on Tubman Road.

ADMINISTRATIVE RECOMMENDATION
We recommend the Board vote to approve this request and authorize the Chairman to sign the application.

8. HECH Home Emergency Loan Program (HELP) Mortgage – In order to accomplish the home repair loans authorized by the $118,000 CPA grant to assist the Harwich Ecumenical Council for the Homeless “HELP” program, the Town, through the CPC, will hold a fifteen-year mortgage interest in each property that is repaired through the use of the grant funds. The mortgage is intended to ensure that the Town’s funds would be recouped if the private property were transferred prior to repayment of the loan. These loans support the Town’s public interest in ensuring these homes remain affordable to their income-eligible owners and serve to preserve existing owner-occupied year-round affordable housing stock.

ADMINISTRATIVE RECOMMENDATION
We recommend the Board vote to make the attached motion(s) and vote to authorize the CPC to hold these mortgages on behalf of the Town.

9. Sign Proclamation – Administration has produced a proclamation for Charles Sumner.

ADMINISTRATIVE RECOMMENDATION
We recommend the Board vote to approve this request and sign the proclamation.
10. **Request for One Day Liquor License** – The Brewster Sportsman’s Club is requesting a one day liquor license for Saturday, December 12 from 4pm – 11pm for a holiday party. Beer, wine and liquor will be served.

**ADMINISTRATIVE RECOMMENDATION**
We recommend the Board vote to approve this request.
FYI ITEMS (MAIL)  December 7, 2015

A. Copy of letter to Maggie Downey from Harwich Selectmen, re; Cape Light Compact Inter –Governmental Agreement
C. Cape Light Compact Energy Efficiency Report for August 2015
D. November 2015 Electrical Energy Report
E. Copy of thank you letter to Verizon & Eversource from S. Paul Werzanski, re; removing double telephone pole on corner of Rt. 6A & Sea Mist Lane
F. Resignation letter from Joan Carstanjen for Brewster Historical Society
G. Notice from Xfinity on price changes
H. Natural Gas Energy Report, late October to late November 2015
I. November 2015 landfill PV system performance