



# Town of Brewster Finance Committee

2198 Main St., Brewster, MA 02631  
fincommmeeting@brewster-ma.gov  
(508) 896-3701

## AMENDED FINANCE COMMITTEE MEETING AGENDA 2198 Main Street January 10, 2024 at 6:00PM

### Finance Committee

Harvey (Pete) Dahl  
*Chair*

Frank Bridges  
*Vice Chair*

William Meehan  
*Clerk*

Patrick Buckley

Andrew Evans

William Henchy

Alex Hopper

Robert Tobias

Robert Young

*Town Manager*  
Peter Lombardi

*Finance Director*  
Mimi Bernardo

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

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

**Phone:** Call (312) 626 6799 or (301) 715-8592. **Webinar ID:** 862 2956 9696 **Passcode:** 565167

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

**Zoom Webinar:** <https://us02web.zoom.us/j/86229569696?pwd=MUhJNGpoU3VocTZ0cTU0VGpYcWdVQT09>

**Passcode:** 565167

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

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

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement - As required by the Open Meeting Law, we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting, they are required to inform the chair.
5. Public Announcements and Comment: Members of the public may address the Finance Committee on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. Under the Open Meeting Law, the Finance Committee is unable to reply but may add items presented to a future agenda.
6. Town Manager/Finance Director Report
7. **Update on Elementary School Regionalization Feasibility Grant - Town Manager**
8. Update on Four Town (Brewster, Eastham, Orleans and Wellfleet Finance Committee meeting
9. Discussion, preparation, and vote on recommendations to be included in updated Nauset District Agreement to the Select Board
10. Nauset Regional School Budget Update
11. Update on Nauset Regional School Committee Provincetown/Truro Tuition Agreement
12. Liaison Assignments
13. Approval of Minutes
14. Request for agenda items for future meetings
15. Matters Not Reasonably Anticipated by the Chair
16. Next Finance Committee Meeting/Finance Committee calendar
17. Adjournment

**Date Posted:**

**Date Revised:**

**Received by Town Clerk:**

## NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

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

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts ("M.G.L."), as amended, among the Towns of Brewster, Eastham, Orleans and Wellfleet, Massachusetts (hereinafter sometimes referred to as the "member towns") for the purpose of establishing a regional school district and setting forth the terms and conditions for its operation. The regional school district shall be called the Nauset Regional School District (hereinafter sometimes referred to as "District"). This amendment and restatement is made pursuant to Section VIII of the original regional agreement, as previously amended, by amending and restating the regional agreement in its entirety. The provisions of this restatement supersede any contrary or inconsistent provisions of the original regional agreement and any contrary or inconsistent provisions of any amendments prior to this amendment and restatement. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

### SECTION I

#### The Regional District School Committee

- A. Number of Members. The powers and duties of the District shall be vested in and exercised by a District School Committee (hereinafter sometimes referred to as the "Committee"). The Committee shall consist of ten members, four being residents of the Town of Brewster, three being residents of the Town of Orleans, two being residents of the Town of Eastham, and one being a resident of the Town of Wellfleet. To achieve proportional representation on the Committee, votes by the members shall be weighted as described in Paragraph F. below. All ten members shall be elected by their individual towns, as prescribed in Paragraph B. below.
  
- B. Election of Members. In every year in which the term of office of an elected Committee member expires, the member town concerned shall, at its annual election, elect one member to serve for a term of three years. The terms of all such elected members shall commence upon such elected member becoming duly qualified by having taken such member's oath of office on or after the day following their election and continue for the term for which such member is elected and thereafter until their successor is duly qualified by having taken such successor's oath of office.
  
- C. Holding Office/Vacancies. In the event that any then serving member of the Committee shall be unable to continue to serve in such office due to death, resignation, relocation of residence from the member town which such Committee member represents, or lawful removal from office, such event shall be deemed to create a vacancy hereunder. In the event that any newly elected or appointed member shall fail to qualify for office due to death or declination to serve or refusal to take the oath of office, such failure to qualify shall be deemed to create a vacancy hereunder. If a vacancy occurs, within thirty (30) days, the Select Board of the member town concerned shall appoint a member to serve until the next annual or special town election and at such election, a successor to serve for the balance of the unexpired term, if any, shall be elected. All Committee members shall serve until their respective successors are elected or appointed and qualified.



- D. Officers of the Committee. Annually, at the first meeting of the Committee held on or after July 1, the Committee shall organize and choose by ballot a chairperson and vice-chairperson from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairperson and Vice-Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.
- E. Powers and Duties. The Committee shall have all the powers and duties conferred and imposed upon such school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in M.G.L. Chapter 71, Sections 16 to 16I inclusive, and any amendments thereof and additions thereto, now or hereafter enacted, or as may be specified in any other general law or in any applicable special law.
- F. Voting and Quorum.
- (1) In accordance with M.G.L. Chapter 71, Section 14E(4), as amended, to achieve proportional representation on the Committee, upon the last to occur of the acceptance of this Agreement by all member towns by vote at town meeting and the acceptance of this Agreement by the Commissioner of Elementary and Secondary Education (the "Commissioner"), on all issues requiring a vote of the Committee, the Committee members from the Town of Brewster shall each cast a weighted vote with a value of 1.0; the Committee members from the Town of Eastham shall each cast a weighted vote with a value of 1.1; the Committee members from the Town of Orleans shall each cast a weighted vote with a value of 0.8; and the Committee member from the Town of Wellfleet shall cast a weighted vote with a value of 1.4; such weighted votes being based on the relative resident populations as required by Massachusetts law utilizing the 2020 Federal census figures calculating the population for each of the member towns.
- (2) The weight of the votes of the Committee members from each member town shall be re-evaluated, and if necessary, reset, by the Committee every ten (10) years within one year after the initial release of population data from each Federal decennial census, with the weight of votes of Committee members to be based on such most recent Federal decennial census data. The weighted votes of the Committee members from each town shall be in proportion to the population of the member town compared to the population of all member towns of the District combined, so that the actual weighted vote of the individual members of the Committee from each member town, expressed in tenths, is as nearly equal to one (1) vote per Committee member as possible while still ensuring that the largest percentage deviation between any two member towns in the numerical variance of each member town from the ideal representation figure for the District falls within a deviation of 10.0%. The resetting of the weight of the votes of the elected members of the Committee which will come from each member town shall not be viewed as an amendment to the Regional Agreement. The weighted votes of the Committee members of a particular member town shall be equal in weight. The vote of any Committee member appointed to fill a vacancy pursuant to Section I (C) shall bear the same weight as the vote of the Committee member whose vacant seat was filled by such appointment.

(3) The quorum of the Committee for the transaction of business shall be a majority of the total weighted vote for all Committee members, but a lesser number may adjourn. An affirmative majority of the total weighted vote for all Committee members present and voting shall be required to pass any motion or act upon any other business of the Committee which requires a majority vote. An affirmative two-thirds (2/3) of the total weighted vote for all Committee members present and voting shall be required to pass any motion that requires a two-thirds vote, provided however, that two-thirds (2/3) of the total weighted vote for all Committee members, whether or not present and voting, shall be required to adopt a budget under Sections IX A and B, to vote to utilize the indebtedness approval method set forth at M.G.L. Chapter 71, Section 16 (n) under Section XIII of this Agreement, and for any other business which by law requires a vote of two-thirds of all of the members of the Committee.

## SECTION II

### Types of Regional District Schools

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

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

## SECTION III

### Locations of Regional District Schools

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

## SECTION IV

### Apportionment and Payment of Costs Incurred by the District

- A. In compliance with 603 Code of Massachusetts Regulations ("CMR") 10.03(3), as amended, the District shall adopt and consistently use for all accounting purposes, the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education or its successor ("DESE"). District budgets shall be consistently prepared using the line items and associated definitions described in said Chart of Accounts.
- B. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories, Capital Costs and Operating Costs.
- C. Capital Costs shall include all expenses in the nature of capital outlay, including without limitation all expenses as outlined in M.G.L. Chapter 71, Section 16(d) as it may be amended



from time to time, such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, costs of sewer systems and sewage treatment or disposal or disposal facilities or the cost of purchase or use of such systems with a municipality, grading and other items incidental to placing school buildings and additions and related premises in operating condition and the cost of any other capital asset or outlay which the District may acquire or any other costs (whether or not so financed) for which the District is or may be authorized to borrow or to finance by the issue of bonds under any applicable general or special law now or hereafter in effect. Capital Costs shall also include payment of principal and interest on bonds or other obligations issued by the District to finance Capital Costs. Capital Costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.

- D. Operating Costs shall include all costs not included in Capital Costs as defined in Section IV (C), including without limitation costs such as salaries, wages, supplies, tests, repair and maintenance, expenditures, interest on temporary notes issued by the District in anticipation of revenue and other costs incurred in the day-to-day operation of the schools.
- E. Capital Costs in any fiscal year shall be apportioned among the member towns based on the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.
- F. Operating Costs of each fiscal year shall be apportioned to the member towns based on the Alternative Assessment Method as calculated and outlined in subsection (1), below, or based on the Statutory Assessment Method as defined in 603 CMR 41.00, calculated as set forth in subsection (2) below. The Committee will have the option to vote the Alternative Assessment Method or the Statutory Assessment Method each year.

(1) Alternative Assessment Method:

- (a) Each member town's share of Operating Costs for each fiscal year shall on the basis of the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.
- (b) Use of the Alternative Assessment Method must be approved by all member towns in each fiscal year in which it is utilized.

(2) Statutory Assessment Method.

- (a) The apportionment of Operating Costs for each member town for each fiscal year will be the sum of the following: (i) the member town's required local contribution

to the District as defined in M.G.L. Chapter 70, Section 2 and determined by the Commissioner; (ii) the member town's share of that portion of net school spending as defined in M.G.L. Chapter 70, Section 2 that exceeds the total of the required local contribution for all member towns; and (iii) the member town's share of costs for transportation and all other expenditures (exclusive of Capital Costs as defined in Section IV C, above) that are not included in the District's net school spending.

(b) A member town's share of subsection 2 (a)(ii) and 2 (a)(iii) above will be based on the ratio which that member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.

- G. For purposes of defining Student Enrollment related to assessments, Student Enrollment shall be defined as the number of residents of the member town who, as of October 1 of the applicable year(s), are attending any of the following (i) the schools of the District, (ii) publicly-funded charter schools, and (iii) other public schools of choice (which includes but is not limited to resident students attend other public schools pursuant to School Choice, resident students attending a special education collaborative, and resident students attending other special education schools and settings, but excludes resident students attending regional vocational school districts in which the member towns are members). Student Enrollment in the schools of the District shall be calculated using figures published by DESE in its October 1 District Enrollment Report x2 for the three preceding fiscal years. Student Enrollment in publicly-funded charter schools and other public schools of choice shall be calculated using figures published by DESE in its October 1 Foundation Enrollment Report 3 for the three preceding fiscal years.
- H. Each member town shall pay its proportionate share of the Capital Costs and Operating Costs to the District in each fiscal year in four equal installments on or about the first days of September, December, March and June, such schedule to be set by mutual agreement of the Select Boards of the member towns, and the School Committee. If mutual agreement cannot be reached, the payments shall be due on the first days of those months.
- I. The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Massachusetts Department of Revenue and consistent with the terms of M.G.L. Chapter 71, Section 16B ½, as it may be amended.

## SECTION V

### Transportation

School transportation of all students to and from the schools of the District shall be furnished by the District according to M.G.L. Chapter 71, Section 16C as amended, and the cost thereof shall be apportioned among the member towns as an annual Operating Cost pursuant to Section IV F.

## SECTION VI



### Admission of Additional Towns

- A. By an amendment of this Agreement adopted under and in accordance with Section VIII below, any other town or towns may be admitted to the District upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended, and also upon compliance with such provisions of law as may be applicable, including but not limited to 603 CMR 41.05(6) as amended, and such terms as may be set forth in such amendment. Notwithstanding the timeline and effective date outlined in Section VIII B and Section VIII C, a new member town may only be admitted at the beginning of a fiscal year, effective on July 1 of that fiscal year, and only if the approval of all member towns and the Commissioner has been obtained on or before the preceding December 31<sup>st</sup>. The authorizing votes of the member towns may provide for the deferral of said admission until July 1 of a subsequent fiscal year.
- B. Upon admission of a new member town to the District, assessments levied against the other member towns by the District to meet Capital Costs as defined in Section IV C shall be reapportioned, the terms of reapportionment to be stipulated in the amendment to this Agreement by which the newly admitted member town is admitted to the District.
- C. The newly admitted member town shall pay to the District its share, as determined in Section VI B. and VI C. of this Agreement, of the funded indebtedness of the District already retired. For the purpose of this calculation such funded retired indebtedness shall be deemed to be the difference between (1) the original Capital Costs incurred by the District plus any subsequent Capital Costs, exclusive of interest and the total state construction grant, if any, depreciated at the rate of 2 percent per year, and (2) that part of Capital Costs as yet unpaid less that part of the state construction grant not yet received. Such share of the newly admitted member town shall be paid over the remaining scheduled period for repayment of such indebtedness, in four equal installments, to be paid not later than the twentieth of March, June, September, and December in each year during this remaining period of indebtedness. Payments thus made toward retired indebtedness shall be credited to the other member towns comprising the District in amounts proportionate to the share of those same Capital Costs that each of those other member towns paid in the past.

### SECTION VII

#### Withdrawal

- A. The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this Section. A member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such member town may withdraw from the District. If the Committee fails to draw up such a proposed amendment, the member town may prepare such a proposed amendment and submit it to the Committee pursuant to Section VIII B, hereinafter; provided however, that any such proposed amendment shall incorporate all terms of withdrawal set forth in this Section VII.

- B. The clerk of the member town seeking to withdraw, within seven (7) days of the vote of the annual or special town meeting requesting the Committee to draw up an amendment to this Agreement for the purpose of withdrawal of such member town, shall notify the Committee chairperson and the District's superintendent of schools in writing of such vote and shall provide a certified copy of the vote with such notification. Thereupon, the Committee shall draw up an amendment to this Agreement consistent with the terms and provisions of this Section VII and setting forth such other terms of withdrawal as the Committee deems advisable, subject to the limitations contained in Section VIII A. The Secretary of the Committee shall mail or deliver a notice in writing to the Select Board of each member town that the Committee has drawn up an amendment to this Agreement providing for the withdrawal of a member town and enclosing with such notice a copy of such proposed amendment. The Select Board of each member town shall include an article stating the amendment in the warrant for the next annual or special town meeting of the Town.
- C. No less than two (2) full years prior to the desired date of withdrawal, the member town seeking to withdraw, in addition to the other requirements referred to in Paragraphs A and B above, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02 (2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the member town and under the jurisdiction of the District and construction efficiencies, if any; the proposed administrative structure; the fiscal ramifications of the withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Said petitioning town shall cease to be a member town only if the Committee's proposed amendment to this Agreement is approved by the Committee, and accepted by the petitioning town and each of the other member towns, and by the Commissioner; acceptance by the petitioning town and by the other member towns to be by majority vote at an annual or special town meeting and approval by the Committee to require a majority vote. Such withdrawal shall become effective no earlier than one full year after the last to occur of the following events: the town meeting vote of the withdrawing town as described in Paragraph A, above, completion of the approval of the proposed amendment to this Agreement by the Committee, the member towns (including the withdrawing member town), and the Commissioner; and the submittal of a long range education plan consistent with Paragraph C, above. Any such withdrawal shall become effective only at the beginning of a fiscal year of the District. The authorizing votes of the member towns may provide for the deferral of said withdrawal until July 1 of a subsequent fiscal year.
- E. In addition to other terms and requirements which the Committee may include in the proposed amendment the member town seeking to withdraw (1) shall have paid over to the District or remain liable for any unpaid operating costs for which it became liable as a member of the District, including amounts which have been certified by the District treasurer to the treasurer of the withdrawing town and the full amount so certified for the year in which such withdrawal takes effect, (2) shall remain liable to and shall continue to make payments to the District for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the District outstanding at the time of



such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits (“OPEB”)) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town’s responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal. The Committee’s proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below. A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.

- F. Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- G. Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

## SECTION VIII

### Amendments

- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.

such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits ("OPEB")) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town's responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal. The Committee's proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below. A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.

- F. Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- G. Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

## SECTION VIII

### Amendments

- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.



- B. Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by (i) a signed petition bearing the signatures of ten (10%) per cent of the registered voters of any one of the member towns, which contains, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition that appear to be names of registered voters from that town, submitted by the petitioners to the secretary of the Committee or by (ii) a vote of any town meeting of any member town or (iii) a majority of all the members of the Committee. In the case of any such proposal for amendment pursuant to Section VIII B (ii), the town clerk of the applicable member town shall forthwith deliver a copy of such town meeting vote to the secretary of the Committee. In each case, the secretary of the Committee shall forthwith mail or deliver a notice in writing to the Select Board of each of the member towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition), such vote proposing the amendment, and a copy of the proposed amendment.
- C. The Select Board in each member town shall include in the warrant for the next annual meeting or a special town meeting called for the purpose, an article stating the proposed amendment. Except in the case of amendments resulting from the addition of a new member, which shall become effective as set forth in Section XI, such amendment shall take effect upon its acceptance by each member town, acceptance by each member town to be by a majority vote at a town meeting as aforesaid, and only after approval of the Commissioner. Should the amendment impact the budget, said amendment will only take effect on the first July 1 which falls after acceptance by all of the member towns and receipt of approval of the Commissioner, and only when there has been sufficient advanced time to prepare the budget and assessments in accordance with the new procedure set forth in such amendment. All amendments must be approved by the Commissioner.

## SECTION IX

### Budget

- A. At the opening of each academic year, the Committee shall as promptly as practicable, proceed to determine the amounts necessary to be raised to maintain and operate the District for the next fiscal year, and the amount required for the payment of debt and interest incurred by the District which will be due in said year, and shall prepare a tentative operating budget containing all proposed operating expenditures, capital expenditures and debt service payments to be paid from general revenues of the District and using with consistency the line items and associated definitions described in the Chart of Account, as amended, established and maintained by DESE. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member town assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method then provided for in the regional agreement, if any; and shall specify the total amounts to be assessed to the member towns for the support of the budget. All non-recurring expenditures shall be itemized. This tentative operating budget shall be itemized in such further detail as the Committee may deem advisable. Such tentative operating budget shall be approved by a majority of the members of the Committee. The Committee shall then submit copies to the Chairperson of the

Finance or Advisory Committee of each member town, or if there is no Finance or Advisory Committee in a member town, to the chairman of the Select Board of such member town, for their consideration at least thirty (30) days prior to the date on which the final operating and capital budget is adopted by the Committee and at least.

- B. The Committee shall hold a budget hearing consistent with M.G.L. Chapter 71, Section 38N, as amended, annually on its proposed annual budget not less than seven days after publication of a notice thereof in a newspaper having general circulation in the region. Following the public hearing on the proposed budget, the Committee may make any such modifications to its proposed budget as it may deem necessary or desirable before voting to adopt a final operating and maintenance budget.
- C. Following such hearing, the Committee shall adopt a final budget by a two-thirds ( $\frac{2}{3}$ ) weighted vote of all its members, incorporating such changes from the proposed budget that the Committee has deemed appropriate. Said adoption of a final budget will occur not later than forty-five (45) days prior to the earliest date on which the business section of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1).
- D. The budget and assessments shall be so constructed to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs. The Committee shall apportion the annual budget in accordance with the provisions of Section IV.
- E. The amount so apportioned for each town shall be certified in accordance with Section 16B of Chapter 71 of the M.G.L. and within thirty (30) days from the date on which the budget is adopted, and in no event later than April 30, the District treasurer shall certify to the treasurers of each of the member towns that town's assessed share of such budget.
- F. The annual budget, as adopted by the Committee, and the member town's assessment as certified by the Treasurer of the District shall be placed before each local appropriating authority for its consideration. The annual budget, as adopted by the Committee shall require the approval of two-thirds ( $\frac{2}{3}$ ) of the member towns by an affirmative vote of the appropriating authorities for such member towns. A vote by the local appropriating authority to appropriate the member town's assessment shall constitute approval of the District's budget. The District budget, so approved, shall be apportioned among the member towns in accordance with the terms of Section IV E. and Section IV F. Each town shall appropriate the amounts so certified and such amounts shall be paid in accordance with the terms in Section IV H of this Agreement.

#### SECTION X

##### Students

- A. The District shall accept all students who reside in any member town of the District who have completed the fifth grade.



- B. Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law, provided however, that the cost of tuition for attending such a school and the cost of transportation, to the extent required by law shall be paid by the member town of the student's residence and shall not be included in the District's budget or assessed to the member towns as an Operating Cost or Capital Cost.
- C. The Committee may accept for enrollment in the regional district school students from towns other than the member towns on a tuition bases and on such terms as it may determine. Income received by the District with respect to tuition students may be deposited into an approved revolving account and expended by the Committee without further appropriation by the member towns.

#### SECTION XI

##### Annual Report

- A. The Committee shall submit to each of the member towns an annual report, in sufficient time for inclusion in the annual reports of said member towns. This annual report shall include a detailed financial statement showing the methods by which each member town's share of the annual charges assessed against each member town, including without limitation operating and capital costs, were computed, together with such additional information relating to the operation and maintenance of such school as may be deemed necessary by the Committee or by the Select Board of any member town.
- B. The Committee shall conduct an annual independent financial audit and receive the audit report in public session. Copies of the audit report shall be provided within ten (10) days to the Select Board of each member town, to the school committees of each member town, and to such other officers of the member towns and the District as may be required by law.

#### SECTION XII

##### Review of Regional Agreement

Recognizing that circumstances often change over time, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study the Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial in light of then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its own discretion as to whether or not it will implement any of the group's recommendations.

#### SECTION XIII

##### Incurring of Debt

The District may borrow under M.G.L. Chapter 71, Section 16(d) and any other applicable general or special law now or hereafter in effect. Pursuant to M.G.L. Chapter 71, Section 16(d), not later

than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from any source, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the Select Board for each member town. No debt may be incurred until authorized in accordance with M.G.L. Chapter 71, Section 16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. Notwithstanding the provision of this Section XIII, the Committee may, by a vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. Chapter 71, Section 16(n) rather than pursuant to the provisions of M.G.L. Chapter 71, Section 16 (d).

School Committee Signatures:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

Signature of Commissioner of Elementary and Secondary Education:

\_\_\_\_\_ Date: \_\_\_\_\_



**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH  
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as "member towns", desire to create a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE**

A. Name and Composition. During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The Regional District School Committee, hereinafter sometimes referred to as the "Committee", shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of

Terms), the term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.

F. Vacancies. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

G. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

## **Section II. POWERS OF THE COMMITTEE**

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.

## **Section III. QUORUMS, VOTES AND GOVERNANCE**

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall



be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation.

- C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional District School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.
- E. The Regional District School Committee shall elect a Secretary who may or may not be a member of the Regional District School Committee's membership.
- F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.
- G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

#### **Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS**

- A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee, as established consistent with Section I (Membership of the Regional School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.
- B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.
- C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term “preschool” is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide “universal” preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configuration spoken to above.

G. At the time of the creation of the District, any and all money held in so-called “revolving funds,” in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

#### **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.

C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District’s expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.



E. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/ High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

F. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V,D shall apply equally to this paragraph.

G. The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.

H. At whatever point in time that land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

I. Payments from future leases of Regional property shall be paid to the Regional School District.

#### **Section VI. TRANSPORTATION**

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

#### **Section VII. BUDGET**

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each

member town to have input into its preparation. On or about January 15<sup>th</sup>, the Regional District School Committee shall complete its proposed budget for the ensuing year. The Regional District School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the Regional District School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.
4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school



choice revenue to be allocated to each school's portion of the budget will be calculated as follows:

- a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
- b. The average of these three percentages will be calculated.
- c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

### **Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

#### **A. Budget**

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

## **Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT**

A. Operating Costs. The District shall apportion operating costs via the following process:

1. Each member town will be assigned the minimum required local contribution to the District as determined by DESE.
2. Each member town's share of that portion of the District's operating costs that exceeds the total required local contribution for all member towns is allocated via the following series of calculations:
  - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the "Regional" Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
  - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).
  - c. An above minimum required local contribution for each cost center will be calculated by subtracting the cost center's portion of the minimum required local contribution from the cost center's part of the budget as presented in (a.) above. Each cost center's portion of the minimum local required contribution will be calculated as follows:
    - i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's foundation enrollment that is in grades prek to four.
    - ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:
      - Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
      - The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.



- d. The above minimum required local contribution for each cost center will be apportioned as follows:
- i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.
  - ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:
    - Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
    - The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.
- e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

### 3. Apportionment of Funds/Revenue

- a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:
  - i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:
    - Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades Prek to Grade four in each member town will be calculated for each of the previous three years.
    - The average percentage for these three years will be calculated for each member town.
    - That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.
  - ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

- b. All grant and all other District funds shall be apportioned to cost centers by the Committee at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the three-year rolling average of each member town's total foundation enrollment as follows:
  - Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
  - The average percentage for these three years will be calculated.
  - That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.
2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on



the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

D. Debt Service. Notwithstanding the terms of subsection B above, debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii, above.
2. All other debt service costs attributable to the elementary school school buildings will be assessed to the member town that owns the building

E. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June.

#### **Section X. STABILIZATION FUND.**

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

#### **Section XI. ADMISSION OF ADDITIONAL TOWNS**

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

#### **Section XII. WITHDRAWAL OF MEMBER TOWNS**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVIII (Effective Date and Jurisdiction).

### **Section XIII. ANNUAL REPORT**



The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

#### **Section XIV. TEACHERS**

In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.

#### **Section XV. INCURRING OF DEBT**

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16(n). At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee may, by a **two-thirds** vote, choose to incur debt using the process that appears in subsection (d) of chapter 71, section 16.

#### **Section XVI. REVIEW OF AGREEMENT**

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

#### **Section XVII. AMENDMENTS**

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

## **Section XVIII. EFFECTIVE DATE AND JURISDICTION**

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

## **Section XIX. SEVERABILITY OF SECTIONS**

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

## **Section XX. TRANSITION PERIOD**

As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.

**A. Composition of the Interim Regional School Committee.** As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.

B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.

C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.

D. Powers of the IRSC and the Regional School Committee During the Transition Period.

During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.
5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
7. The power to appoint a regional School Building Committee.
8. The power to develop and adopt a strategic plan for the Regional School District.
9. The power to appoint subcommittees.



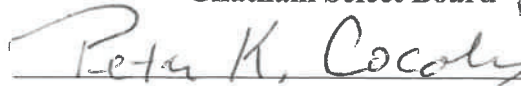
E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:

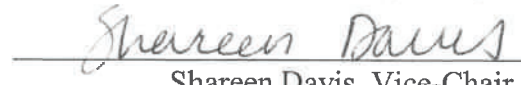
1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.

F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.

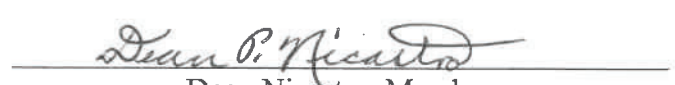
Dated this 25<sup>th</sup> day of May 2022.

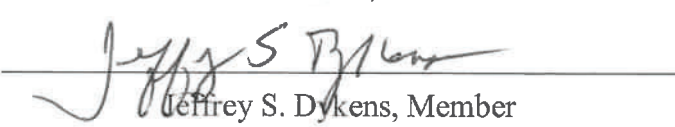
**Chatham Select Board**

  
Peter Cocolis, Chair

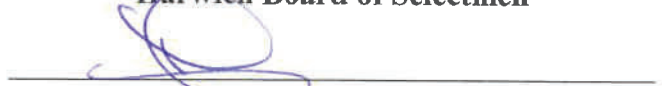
  
Shareen Davis, Vice-Chair


  
Cory Metters, Clerk

  
Dean Nicastro, Member

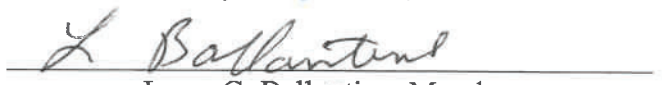
  
Jeffrey S. Dykens, Member

**Harwich Board of Selectmen**

  
Michael D. MacAskill, Chair

  
Julie Kavanagh, Vice-Chair


  
Mary E. Anderson, Clerk

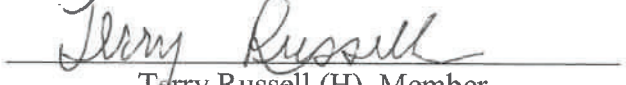
  
Larry G. Ballantine, Member

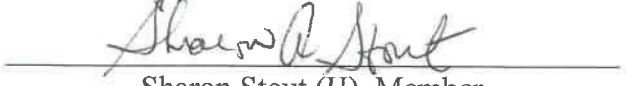
  
Donald F. Howell, Member


**Monomoy Regional School Committee**

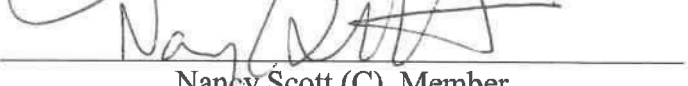
  
Meredith Henderson (H), Chair

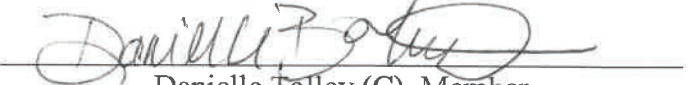
  
Tina Games (H), Member

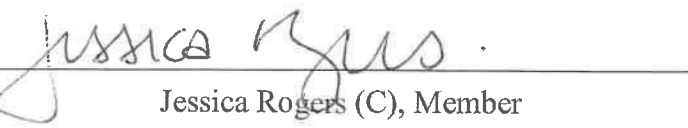
  
Terry Russell (H), Member

  
Sharon Stout (H), Member

  
Jackie Zibrat-Long (C), Vice-Chair

  
Nancy Scott (C), Member

  
Danielle Tolley (C), Member

  
Jessica Rogers (C), Member

**Agreement Between the Towns of Boxford, Middleton, and Topsfield,  
Massachusetts,  
With Respect to the Formation of a Regional School District**  
*(Consolidated agreement reflecting all amendments through May 2022)*

This AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, by and between the Towns of Boxford, Middleton, and Topsfield, Massachusetts.

WITNESSETH that said Towns of Boxford, Middleton, and Topsfield (hereinafter sometimes called "member towns") desire to form a Regional School District and to enter into an Agreement under the provisions of said Chapter 71, as amended, and

THEREFORE, in consideration of the foregoing and of the mutual promises herein contained do hereby agree as follows:

SECTION I  
THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Powers, Duties and Composition

The powers and duties of the Regional School District shall be vested in and exercised by a Regional District School Committee, hereinafter sometimes called the "Committee". The Committee shall consist of eleven (11) members: four (4) from Middleton; four (4) from Boxford; and three (3) from Topsfield.

B. Election of Committee Members

Members of the Committee from each member town shall be elected by voters in such member town at such member town's annual town election to serve three-year terms on a staggered basis. Thus, every third year, two persons shall be elected by the voters in Middleton and two persons shall be elected by the voters in Boxford to serve on the Committee, and otherwise one person shall be elected from each member town every year.

It is the intent of this agreement, pursuant to G.L. c. 71, § 14E, that Committee members be elected by voters in member towns with each member town's representation apportioned according to population. Accordingly, the Committee will review its apportionment as soon as practicable after each federal census and will recommend such amendments to this agreement as may be necessary to ensure that such apportionment continues to reflect the relative population of the member towns as accurately as possible.

C. Vacancies

If a vacancy occurs among the members, the Selectmen and the remaining Committee members from the town concerned shall appoint a member to serve until the next annual election, at which election a successor shall be elected to serve until the next annual election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.



D. Quorum

The quorum of the Committee for the transaction of business shall be a majority of the entire membership, but a lesser number may adjourn.

E. Organization

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

SECTION II  
TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a middle school consisting of grades 7 and 8, inclusive, and a high school consisting of grades 9 through 12, inclusive.

SECTION III  
LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographic limits of the District and within a radius of two miles of the point of convergence of the three towns of Boxford, Middleton, and Topsfield.

SECTION IV  
APPORTIONMENT AND PAYMENTS OF COSTS INCURRED BY THE DISTRICT

A. Classification of Costs

For the purpose of apportionment to the member towns, all costs of the District shall be classified as capital costs or operating costs.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of real estate, cost of buildings and additions to buildings and costs of remodeling and making extraordinary repairs to buildings or additions to buildings, including the cost of original equipment and furnishings for such buildings or additions, plans, architect's and consultant's fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall include the payment of principal of and of interest on bonds or other obligations issued by the District to finance capital costs.

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B). Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: salaries, wages, supplies, textbooks, ordinary repair and maintenance expenditures, other costs incurred in the day-to-day operation of school buildings and interest on temporary notes issued in anticipation of revenue.

D. Apportionment of Capital Costs

All capital costs of the regional school district for each fiscal year shall be apportioned annually to the member towns on the basis of their respective pupil enrollments on October 1 of the preceding year in grades 7 through 12 residing in each member town and receiving education at such town's expense, except that pupils for whom a member town is paying tuition for special education as provided under Chapters 74 and 71 of the General Laws, and pupils attending the Essex Northshore Agricultural and Technical School shall be excluded from pupil enrollments for this purpose. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment as specified above bears to the total of such pupil enrollments in all the member towns of the regional school district on the same date. Debt service included in capital costs shall be apportioned as a capital cost of the year in which the same falls due.

E. Apportionment of Operating Costs

1. Operating costs for fiscal years 2021 through 2022 will be apportioned to member towns using the method outlined in G.L. c. 70 § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's pupil enrollment in the regional school district on October 1 of the year in which apportionment is determined bears to the total pupil enrollment from all member towns on the same date.

2. For Fiscal Year 2023, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the two (2) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

3. For Fiscal Year 2024, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the three (3) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

4. For Fiscal Year 2025, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the four (4) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

5. Beginning in Fiscal Year 2026, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the five (5) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

F. Fiscal Year and Times of Payments of Apportioned Costs

The fiscal year or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year or calendar year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District.

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V (B), of the capital and operating costs. Except as otherwise provided in subsection V (A), the annual share of each member town shall be paid in four (4) equal installments quarterly due on or before the following dates each year:

August 15

November 15

February 15

May 15



SECTION V  
BUDGET

A. Tentative Maintenance and Operating Budget

On or before the thirty-first (31<sup>st</sup>) day preceding the date herein after set for the adoption of the "Final Maintenance and Operating Budget" the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

1. General Control
2. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges

Copies of such tentative budget shall be mailed to the Chairman of the Finance or Advisory Committee of each member town; or if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town.

B. Final Maintenance and Operating Budget

The Committee shall, not later than forty-five (45) days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held (but in any event, not later than March thirty-first (31<sup>st</sup>) in each year adopt an annual maintenance and operating budget for the ensuing fiscal year, by a two-thirds vote of all its members. Said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV (D) and IV (E). The amounts so apportioned for each member town shall, not later than thirty following adoption of the final annual budget, be certified by the district treasurer to the treasurer of such member town, and each member town shall, at its next annual town meeting, appropriate the amounts so certified to it. Approval of the budget shall require an affirmative vote of the appropriating authorities of two-thirds of the member towns.

SECTION VI  
TRANSPORTATION

Transportation to and from the regional district school and any other transportation for regional school purposes shall be the responsibility of the regional school district, and the cost thereof shall be apportioned to the member towns as an operating cost.

SECTION VII  
AMENDMENTS

A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, providing that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

A proposal for amendment may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof, a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be names on registered voters of said town. Any such proposal for amendment shall be presented to the secretary of the Committee, who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and approval of the Commissioner of Elementary and Secondary Education.

SECTION VIII  
ADMISSION

By an amendment of this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the regional school district upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law and regulations as may be applicable, and such terms as may be set forth in such amendment. A new member may be admitted to the regional school district as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal,

including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.

## SECTION IX WITHDRAWAL

### A. Procedure

Any member town may withdraw from the regional school district by a majority vote of the voters present and voting on the question at an annual or special town meeting called for the purpose, such withdrawal to become effective on June 30 of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one year's written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the entire amount so certified for the year in which such withdrawal takes effect, and (3) that the said town shall remain liable to the District for its share of the indebtedness, including but not limited to Other Post-Employment Benefits (OPEB) and other liabilities of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as if the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest. An existing member may withdraw from the regional school district as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year

### B. Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of the withdrawal the terms of office of all the members serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in subsection I (A), shall be decreased accordingly.

### C. Payments of Certain Capital Costs Made by a Withdrawing Town

Any money received by the District from the withdrawing town for payment of indebtedness or interest thereon shall be used only for such purposes and until so used shall be deposited in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

## SECTION X TUITION STUDENTS



The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and upon such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under section IV to the member towns.

#### SECTION XI EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

All teachers in positions to be superseded by the establishment of the regional district school shall be given preferred consideration for similar positions in the district school to the extent that such positions exist therein; and any such teacher who on the date of his contract of employment with the District is on tenure shall continue thereafter to serve on a tenure basis.

#### SECTION XII INCURRING OF DEBT

Within three days after the date upon which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the Committee shall cause written notice of the amount of the debt and of the general purposes for which it was authorized to be given to the Board of Selectmen of each member town.

IN WITNESS WHEREOF, this agreement has been executed, approved and accepted

as of the \_\_\_\_\_ day of \_\_\_\_\_, 1956.

Regional School District Planning Board for the Town of Boxford

Regional School District Planning Board for the Town of Middleton

By Rosamond S. Lord

By Richard E. Quinn

Franklin C. Roberts

Rosamond S. Bastable

Richard B. Baker Jr

Robert T. Sprung

Regional School District Planning Board for the Town of Topsfield

By J. Harrison Holman

John H. Robertson

Godfrey J. Lacey

Approved:

The Commonwealth of Massachusetts  
Department of Education

The Commonwealth of Massachusetts  
Emergency Finance Board

By John J. Donnelly Jr.

By Edward S. Delays

AUG 20 1956

Donald J. Woodland

Faye E. Lane

Francis A. Smith

Aug. 23 1956

## NAUSET REGIONAL SCHOOL DISTRICT AGREEMENT

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

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts ("M.G.L."), as amended, among the Towns of Brewster, Eastham, Orleans and Wellfleet, Massachusetts (hereinafter sometimes referred to as the "member towns") for the purpose of establishing a regional school district and setting forth the terms and conditions for its operation. The regional school district shall be called the Nauset Regional School District (hereinafter sometimes referred to as "District"). This amendment and restatement is made pursuant to Section VIII of the original regional agreement, as previously amended, by amending and restating the regional agreement in its entirety. The provisions of this restatement supersede any contrary or inconsistent provisions of the original regional agreement and any contrary or inconsistent provisions of any amendments prior to this amendment and restatement. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

### SECTION I

#### The Regional District School Committee

- A. Number of Members. The powers and duties of the District shall be vested in and exercised by a District School Committee (hereinafter sometimes referred to as the "Committee"). The Committee shall consist of ten members, four being residents of the Town of Brewster, three being residents of the Town of Orleans, two being residents of the Town of Eastham, and one being a resident of the Town of Wellfleet. To achieve proportional representation on the Committee, votes by the members shall be weighted as described in Paragraph F. below. All ten members shall be elected by their individual towns, as prescribed in Paragraph B. below.
  
- B. Election of Members. In every year in which the term of office of an elected Committee member expires, the member town concerned shall, at its annual election, elect one member to serve for a term of three years. The terms of all such elected members shall commence upon such elected member becoming duly qualified by having taken such member's oath of office on or after the day following their election and continue for the term for which such member is elected and thereafter until their successor is duly qualified by having taken such successor's oath of office.
  
- C. Holding Office/Vacancies. In the event that any then serving member of the Committee shall be unable to continue to serve in such office due to death, resignation, relocation of residence from the member town which such Committee member represents, or lawful removal from office, such event shall be deemed to create a vacancy hereunder. In the event that any newly elected or appointed member shall fail to qualify for office due to death or declination to serve or refusal to take the oath of office, such failure to qualify shall be deemed to create a vacancy hereunder. If a vacancy occurs, within thirty (30) days, the Select Board of the member town concerned shall appoint a member to serve until the next annual or special town election and at such election, a successor to serve for the balance of the unexpired term, if any, shall be elected. All Committee members shall serve until their respective successors are elected or appointed and qualified.



- D. Officers of the Committee. Annually, at the first meeting of the Committee held on or after July 1, the Committee shall organize and choose by ballot a chairperson and vice-chairperson from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairperson and Vice-Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.
- E. Powers and Duties. The Committee shall have all the powers and duties conferred and imposed upon such school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in M.G.L. Chapter 71, Sections 16 to 16I inclusive, and any amendments thereof and additions thereto, now or hereafter enacted, or as may be specified in any other general law or in any applicable special law.
- F. Voting and Quorum.
- (1) In accordance with M.G.L. Chapter 71, Section 14E(4), as amended, to achieve proportional representation on the Committee, upon the last to occur of the acceptance of this Agreement by all member towns by vote at town meeting and the acceptance of this Agreement by the Commissioner of Elementary and Secondary Education (the "Commissioner"), on all issues requiring a vote of the Committee, the Committee members from the Town of Brewster shall each cast a weighted vote with a value of 1.0; the Committee members from the Town of Eastham shall each cast a weighted vote with a value of 1.1; the Committee members from the Town of Orleans shall each cast a weighted vote with a value of 0.8; and the Committee member from the Town of Wellfleet shall cast a weighted vote with a value of 1.4; such weighted votes being based on the relative resident populations as required by Massachusetts law utilizing the 2020 Federal census figures calculating the population for each of the member towns.
- (2) The weight of the votes of the Committee members from each member town shall be re-evaluated, and if necessary, reset, by the Committee every ten (10) years within one year after the initial release of population data from each Federal decennial census, with the weight of votes of Committee members to be based on such most recent Federal decennial census data. The weighted votes of the Committee members from each town shall be in proportion to the population of the member town compared to the population of all member towns of the District combined, so that the actual weighted vote of the individual members of the Committee from each member town, expressed in tenths, is as nearly equal to one (1) vote per Committee member as possible while still ensuring that the largest percentage deviation between any two member towns in the numerical variance of each member town from the ideal representation figure for the District falls within a deviation of 10.0%. The resetting of the weight of the votes of the elected members of the Committee which will come from each member town shall not be viewed as an amendment to the Regional Agreement. The weighted votes of the Committee members of a particular member town shall be equal in weight. The vote of any Committee member appointed to fill a vacancy pursuant to Section I (C) shall bear the same weight as the vote of the Committee member whose vacant seat was filled by such appointment.

(3) The quorum of the Committee for the transaction of business shall be a majority of the total weighted vote for all Committee members, but a lesser number may adjourn. An affirmative majority of the total weighted vote for all Committee members present and voting shall be required to pass any motion or act upon any other business of the Committee which requires a majority vote. An affirmative two-thirds (2/3) of the total weighted vote for all Committee members present and voting shall be required to pass any motion that requires a two-thirds vote, provided however, that two-thirds (2/3) of the total weighted vote for all Committee members, whether or not present and voting, shall be required to adopt a budget under Sections IX A and B, to vote to utilize the indebtedness approval method set forth at M.G.L. Chapter 71, Section 16 (n) under Section XIII of this Agreement, and for any other business which by law requires a vote of two-thirds of all of the members of the Committee.

## SECTION II

### Types of Regional District Schools

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

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

## SECTION III

### Locations of Regional District Schools

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

## SECTION IV

### Apportionment and Payment of Costs Incurred by the District

- A. In compliance with 603 Code of Massachusetts Regulations ("CMR") 10.03(3), as amended, the District shall adopt and consistently use for all accounting purposes, the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education or its successor ("DESE"). District budgets shall be consistently prepared using the line items and associated definitions described in said Chart of Accounts.
- B. For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories, Capital Costs and Operating Costs.
- C. Capital Costs shall include all expenses in the nature of capital outlay, including without limitation all expenses as outlined in M.G.L. Chapter 71, Section 16(d) as it may be amended



from time to time, such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, costs of sewer systems and sewage treatment or disposal or disposal facilities or the cost of purchase or use of such systems with a municipality, grading and other items incidental to placing school buildings and additions and related premises in operating condition and the cost of any other capital asset or outlay which the District may acquire or any other costs (whether or not so financed) for which the District is or may be authorized to borrow or to finance by the issue of bonds under any applicable general or special law now or hereafter in effect. Capital Costs shall also include payment of principal and interest on bonds or other obligations issued by the District to finance Capital Costs. Capital Costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.

- D. Operating Costs shall include all costs not included in Capital Costs as defined in Section IV (C), including without limitation costs such as salaries, wages, supplies, tests, repair and maintenance, expenditures, interest on temporary notes issued by the District in anticipation of revenue and other costs incurred in the day-to-day operation of the schools.
- E. Capital Costs in any fiscal year shall be apportioned among the member towns based on the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.
- F. Operating Costs of each fiscal year shall be apportioned to the member towns based on the Alternative Assessment Method as calculated and outlined in subsection (1), below, or based on the Statutory Assessment Method as defined in 603 CMR 41.00, calculated as set forth in subsection (2) below. The Committee will have the option to vote the Alternative Assessment Method or the Statutory Assessment Method each year.

(1) Alternative Assessment Method:

- (a) Each member town's share of Operating Costs for each fiscal year shall on the basis of the ratio which that member town's Student Enrollment (defined in Paragraph E, below), calculated on the basis of the member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.
- (b) Use of the Alternative Assessment Method must be approved by all member towns in each fiscal year in which it is utilized.

(2) Statutory Assessment Method.

- (a) The apportionment of Operating Costs for each member town for each fiscal year will be the sum of the following: (i) the member town's required local contribution

to the District as defined in M.G.L. Chapter 70, Section 2 and determined by the Commissioner; (ii) the member town's share of that portion of net school spending as defined in M.G.L. Chapter 70, Section 2 that exceeds the total of the required local contribution for all member towns; and (iii) the member town's share of costs for transportation and all other expenditures (exclusive of Capital Costs as defined in Section IV C, above) that are not included in the District's net school spending.

(b) A member town's share of subsection 2 (a)(ii) and 2 (a)(iii) above will be based on the ratio which that member town's combined three-year rolling average of Student Enrollment for grades 6 – 12, bears to the total Student Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Student Enrollment for grades 6 – 12 for all member towns.

- G. For purposes of defining Student Enrollment related to assessments, Student Enrollment shall be defined as the number of residents of the member town who, as of October 1 of the applicable year(s), are attending any of the following (i) the schools of the District, (ii) publicly-funded charter schools, and (iii) other public schools of choice (which includes but is not limited to resident students attend other public schools pursuant to School Choice, resident students attending a special education collaborative, and resident students attending other special education schools and settings, but excludes resident students attending regional vocational school districts in which the member towns are members). Student Enrollment in the schools of the District shall be calculated using figures published by DESE in its October 1 District Enrollment Report x2 for the three preceding fiscal years. Student Enrollment in publicly-funded charter schools and other public schools of choice shall be calculated using figures published by DESE in its October 1 Foundation Enrollment Report 3 for the three preceding fiscal years.
- H. Each member town shall pay its proportionate share of the Capital Costs and Operating Costs to the District in each fiscal year in four equal installments on or about the first days of September, December, March and June, such schedule to be set by mutual agreement of the Select Boards of the member towns, and the School Committee. If mutual agreement cannot be reached, the payments shall be due on the first days of those months.
- I. The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Massachusetts Department of Revenue and consistent with the terms of M.G.L. Chapter 71, Section 16B ½, as it may be amended.

## SECTION V

### Transportation

School transportation of all students to and from the schools of the District shall be furnished by the District according to M.G.L. Chapter 71, Section 16C as amended, and the cost thereof shall be apportioned among the member towns as an annual Operating Cost pursuant to Section IV F.

## SECTION VI



### Admission of Additional Towns

- A. By an amendment of this Agreement adopted under and in accordance with Section VIII below, any other town or towns may be admitted to the District upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended, and also upon compliance with such provisions of law as may be applicable, including but not limited to 603 CMR 41.05(6) as amended, and such terms as may be set forth in such amendment. Notwithstanding the timeline and effective date outlined in Section VIII B and Section VIII C, a new member town may only be admitted at the beginning of a fiscal year, effective on July 1 of that fiscal year, and only if the approval of all member towns and the Commissioner has been obtained on or before the preceding December 31<sup>st</sup>. The authorizing votes of the member towns may provide for the deferral of said admission until July 1 of a subsequent fiscal year.
- B. Upon admission of a new member town to the District, assessments levied against the other member towns by the District to meet Capital Costs as defined in Section IV C shall be reapportioned, the terms of reapportionment to be stipulated in the amendment to this Agreement by which the newly admitted member town is admitted to the District.
- C. The newly admitted member town shall pay to the District its share, as determined in Section VI B. and VI C. of this Agreement, of the funded indebtedness of the District already retired. For the purpose of this calculation such funded retired indebtedness shall be deemed to be the difference between (1) the original Capital Costs incurred by the District plus any subsequent Capital Costs, exclusive of interest and the total state construction grant, if any, depreciated at the rate of 2 percent per year, and (2) that part of Capital Costs as yet unpaid less that part of the state construction grant not yet received. Such share of the newly admitted member town shall be paid over the remaining scheduled period for repayment of such indebtedness, in four equal installments, to be paid not later than the twentieth of March, June, September, and December in each year during this remaining period of indebtedness. Payments thus made toward retired indebtedness shall be credited to the other member towns comprising the District in amounts proportionate to the share of those same Capital Costs that each of those other member towns paid in the past.

### SECTION VII

#### Withdrawal

- A. The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this Section. A member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such member town may withdraw from the District. If the Committee fails to draw up such a proposed amendment, the member town may prepare such a proposed amendment and submit it to the Committee pursuant to Section VIII B, hereinafter; provided however, that any such proposed amendment shall incorporate all terms of withdrawal set forth in this Section VII.

- B. The clerk of the member town seeking to withdraw, within seven (7) days of the vote of the annual or special town meeting requesting the Committee to draw up an amendment to this Agreement for the purpose of withdrawal of such member town, shall notify the Committee chairperson and the District's superintendent of schools in writing of such vote and shall provide a certified copy of the vote with such notification. Thereupon, the Committee shall draw up an amendment to this Agreement consistent with the terms and provisions of this Section VII and setting forth such other terms of withdrawal as the Committee deems advisable, subject to the limitations contained in Section VIII A. The Secretary of the Committee shall mail or deliver a notice in writing to the Select Board of each member town that the Committee has drawn up an amendment to this Agreement providing for the withdrawal of a member town and enclosing with such notice a copy of such proposed amendment. The Select Board of each member town shall include an article stating the amendment in the warrant for the next annual or special town meeting of the Town.
- C. No less than two (2) full years prior to the desired date of withdrawal, the member town seeking to withdraw, in addition to the other requirements referred to in Paragraphs A and B above, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02 (2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the member town and under the jurisdiction of the District and construction efficiencies, if any; the proposed administrative structure; the fiscal ramifications of the withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Said petitioning town shall cease to be a member town only if the Committee's proposed amendment to this Agreement is approved by the Committee, and accepted by the petitioning town and each of the other member towns, and by the Commissioner; acceptance by the petitioning town and by the other member towns to be by majority vote at an annual or special town meeting and approval by the Committee to require a majority vote. Such withdrawal shall become effective no earlier than one full year after the last to occur of the following events: the town meeting vote of the withdrawing town as described in Paragraph A, above, completion of the approval of the proposed amendment to this Agreement by the Committee, the member towns (including the withdrawing member town), and the Commissioner; and the submittal of a long range education plan consistent with Paragraph C, above. Any such withdrawal shall become effective only at the beginning of a fiscal year of the District. The authorizing votes of the member towns may provide for the deferral of said withdrawal until July 1 of a subsequent fiscal year.
- E. In addition to other terms and requirements which the Committee may include in the proposed amendment the member town seeking to withdraw (1) shall have paid over to the District or remain liable for any unpaid operating costs for which it became liable as a member of the District, including amounts which have been certified by the District treasurer to the treasurer of the withdrawing town and the full amount so certified for the year in which such withdrawal takes effect, (2) shall remain liable to and shall continue to make payments to the District for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the District outstanding at the time of



such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits (“OPEB”)) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town’s responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal. The Committee’s proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below. A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.

- F. Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- G. Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

## SECTION VIII

### Amendments

- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.

such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits ("OPEB")) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town's responsibility for such continuing obligations as set forth in clauses (2) and (3) of this Paragraph E shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest, and further provided that where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal. The Committee's proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Paragraph F, below. A member town that chooses to withdraw from the District shall not be entitled to any pro rata share of any assets of the District.

- F. Money received by the District from the withdrawing town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the District with a bank or trust company having its principal office in Massachusetts and having a combined capital and surplus of not less than \$5,000,000.
- G. Upon the effective date of withdrawal the terms of office of all Committee members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly and the quorum and voting weight of the remaining Committee members shall be recalculated to comply with the formula set forth at Section I F, above, and the weighted votes redistributed accordingly, all to be set forth in the amendment of this Agreement made at such time.

## SECTION VIII

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- A. This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or town to the District and the reapportionment accordingly of capital costs of the District or of bonds or notes or other evidence of indebtedness of the District that were issued to finance capital expenses then outstanding and of interest thereon.



- B. Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VII) may be initiated by (i) a signed petition bearing the signatures of ten (10%) per cent of the registered voters of any one of the member towns, which contains, at the end thereof, a certification by the town clerk of the respective member town as to the number of signatures on the petition that appear to be names of registered voters from that town, submitted by the petitioners to the secretary of the Committee or by (ii) a vote of any town meeting of any member town or (iii) a majority of all the members of the Committee. In the case of any such proposal for amendment pursuant to Section VIII B (ii), the town clerk of the applicable member town shall forthwith deliver a copy of such town meeting vote to the secretary of the Committee. In each case, the secretary of the Committee shall forthwith mail or deliver a notice in writing to the Select Board of each of the member towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition), such vote proposing the amendment, and a copy of the proposed amendment.
- C. The Select Board in each member town shall include in the warrant for the next annual meeting or a special town meeting called for the purpose, an article stating the proposed amendment. Except in the case of amendments resulting from the addition of a new member, which shall become effective as set forth in Section XI, such amendment shall take effect upon its acceptance by each member town, acceptance by each member town to be by a majority vote at a town meeting as aforesaid, and only after approval of the Commissioner. Should the amendment impact the budget, said amendment will only take effect on the first July 1 which falls after acceptance by all of the member towns and receipt of approval of the Commissioner, and only when there has been sufficient advanced time to prepare the budget and assessments in accordance with the new procedure set forth in such amendment. All amendments must be approved by the Commissioner.

## SECTION IX

### Budget

- A. At the opening of each academic year, the Committee shall as promptly as practicable, proceed to determine the amounts necessary to be raised to maintain and operate the District for the next fiscal year, and the amount required for the payment of debt and interest incurred by the District which will be due in said year, and shall prepare a tentative operating budget containing all proposed operating expenditures, capital expenditures and debt service payments to be paid from general revenues of the District and using with consistency the line items and associated definitions described in the Chart of Account, as amended, established and maintained by DESE. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member town assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method then provided for in the regional agreement, if any; and shall specify the total amounts to be assessed to the member towns for the support of the budget. All non-recurring expenditures shall be itemized. This tentative operating budget shall be itemized in such further detail as the Committee may deem advisable. Such tentative operating budget shall be approved by a majority of the members of the Committee. The Committee shall then submit copies to the Chairperson of the

Finance or Advisory Committee of each member town, or if there is no Finance or Advisory Committee in a member town, to the chairman of the Select Board of such member town, for their consideration at least thirty (30) days prior to the date on which the final operating and capital budget is adopted by the Committee and at least.

- B. The Committee shall hold a budget hearing consistent with M.G.L. Chapter 71, Section 38N, as amended, annually on its proposed annual budget not less than seven days after publication of a notice thereof in a newspaper having general circulation in the region. Following the public hearing on the proposed budget, the Committee may make any such modifications to its proposed budget as it may deem necessary or desirable before voting to adopt a final operating and maintenance budget.
- C. Following such hearing, the Committee shall adopt a final budget by a two-thirds ( $\frac{2}{3}$ ) weighted vote of all its members, incorporating such changes from the proposed budget that the Committee has deemed appropriate. Said adoption of a final budget will occur not later than forty-five (45) days prior to the earliest date on which the business section of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1).
- D. The budget and assessments shall be so constructed to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs. The Committee shall apportion the annual budget in accordance with the provisions of Section IV.
- E. The amount so apportioned for each town shall be certified in accordance with Section 16B of Chapter 71 of the M.G.L. and within thirty (30) days from the date on which the budget is adopted, and in no event later than April 30, the District treasurer shall certify to the treasurers of each of the member towns that town's assessed share of such budget.
- F. The annual budget, as adopted by the Committee, and the member town's assessment as certified by the Treasurer of the District shall be placed before each local appropriating authority for its consideration. The annual budget, as adopted by the Committee shall require the approval of two-thirds ( $\frac{2}{3}$ ) of the member towns by an affirmative vote of the appropriating authorities for such member towns. A vote by the local appropriating authority to appropriate the member town's assessment shall constitute approval of the District's budget. The District budget, so approved, shall be apportioned among the member towns in accordance with the terms of Section IV E. and Section IV F. Each town shall appropriate the amounts so certified and such amounts shall be paid in accordance with the terms in Section IV H of this Agreement.

#### SECTION X

##### Students

- A. The District shall accept all students who reside in any member town of the District who have completed the fifth grade.



- B. Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law, provided however, that the cost of tuition for attending such a school and the cost of transportation, to the extent required by law shall be paid by the member town of the student's residence and shall not be included in the District's budget or assessed to the member towns as an Operating Cost or Capital Cost.
- C. The Committee may accept for enrollment in the regional district school students from towns other than the member towns on a tuition bases and on such terms as it may determine. Income received by the District with respect to tuition students may be deposited into an approved revolving account and expended by the Committee without further appropriation by the member towns.

#### SECTION XI

##### Annual Report

- A. The Committee shall submit to each of the member towns an annual report, in sufficient time for inclusion in the annual reports of said member towns. This annual report shall include a detailed financial statement showing the methods by which each member town's share of the annual charges assessed against each member town, including without limitation operating and capital costs, were computed, together with such additional information relating to the operation and maintenance of such school as may be deemed necessary by the Committee or by the Select Board of any member town.
- B. The Committee shall conduct an annual independent financial audit and receive the audit report in public session. Copies of the audit report shall be provided within ten (10) days to the Select Board of each member town, to the school committees of each member town, and to such other officers of the member towns and the District as may be required by law.

#### SECTION XII

##### Review of Regional Agreement

Recognizing that circumstances often change over time, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study the Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial in light of then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its own discretion as to whether or not it will implement any of the group's recommendations.

#### SECTION XIII

##### Incurring of Debt

The District may borrow under M.G.L. Chapter 71, Section 16(d) and any other applicable general or special law now or hereafter in effect. Pursuant to M.G.L. Chapter 71, Section 16(d), not later

than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from any source, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the Select Board for each member town. No debt may be incurred until authorized in accordance with M.G.L. Chapter 71, Section 16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. Notwithstanding the provision of this Section XIII, the Committee may, by a vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. Chapter 71, Section 16(n) rather than pursuant to the provisions of M.G.L. Chapter 71, Section 16 (d).

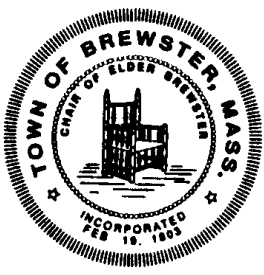
School Committee Signatures:

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_____	Date: _____

Signature of Commissioner of Elementary and Secondary Education:

\_\_\_\_\_ Date: \_\_\_\_\_





Approved:  
VOTE:

**TOWN OF BREWSTER  
FINANCE COMMITTEE  
Date: April 5, 2023 Time: 5:00 PM  
MEETING MINUTES**

Present: Chair Pete Dahl, Vice Chair Frank Bridges, Clerk Bill Meehan (6:05pm), Honey Pivrotto, Alex Hopper, Robert Tobias, Bob Young, Andy Evans, William Henchy (6:25pm)

Also present: Peter Lombardi, Town Administrator; Donna Kalinick, Assistant Town Manager; Mimi Bernardo, Finance Director

Absent:

The Chair called the meeting to order at 5:02 pm and announced a quorum.

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly. **Additionally, the meeting may be viewed by: Live broadcast** (Brewster Government TV Channel 18), **Livestream** ([livestream.brewster-ma.gov](http://livestream.brewster-ma.gov)), or **Video recording** ([tv.brewster-ma.gov](http://tv.brewster-ma.gov)).

### **1. Public Announcements and Comment**

Glenn Casey, 288 Fletcher Lane. As mentioned in the last meeting statement, Mr. Casey is worried about the pricing of subsidized low-income housing. He said the numbers are approximately 5 years old and was really looking for revised numbers from POAH/HAC. He asked two months ago and has still not received them. He continually asks at several boards to receive before the Town Meeting. The Millstone Affordable Housing is receiving more than a million dollars from CPA, vacation rental fees, and BAHT funds from the town, and we need to see renewed numbers.

### **2. Town Manager/Finance Director Report**

The Town will host an information session on Tuesday April 18<sup>th</sup> at Town Hall to review the Warrant and answer any questions. We are also working on a round table prerecorded informational that will be available on CH. 18 and the website and should be available the week of Patriot's Day.

### **3. Brewster Elementary School Department Budget – Discussion and Vote Brewster**

**Bill Meehan *MOVED* to approve under Article 2, the requested Elementary School Budget of \$10,755,678 as printed in the Warrant. Frank Bridges second.**

Bob Young said he did his presentation last week where the packet has all that information. He cannot support even a Brewster School Budget given the fact the administration continues to hire teachers as enrollment dropped from 450 to 400 and the total teacher's assistants in Special Ed went from 71-81 or as reported, 79. They are down to 5-1 number of teacher assistants/students, seems unnecessary. In his perspective, they didn't need to add to their budget, they should have been cutting their budget due to this decline.

Andy asked if Bob was able to determine where the enrollment dropped. Bob answered Eddy and Stoney Brook have had the biggest drops. Alex said that after hearing the presentations last week, he appreciates Bob's analysis, but what he gathers is the burden placed on education in general has been so dramatic over the last three years through the pandemic. He will support this budget; this isn't just simple economics and accounting. Bill Meehan understands and empathizes with the unexpected and increasing demand on education, but he also thinks the pandemic weighs heavily on those that have to pay the bill as well. He will support the elementary school budget but will do so reluctantly. These people need to be more sympathetic to the taxpayers. Pete said the learning gap was caused by the pandemic. Things that were very successful was remote meetings from home, but remote education did not work as well. He finds himself supporting the request from the elementary schools.

**The Committee voted: 6-yes 2-no**

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**Bill Meehan *MOVED* to approve Article 3, the override of \$316,878 to make up an operating deficit in the elementary school budget. Frank Bridges second.**

Bill Meehan said on behalf of the taxpayers, operating overrides are onerous. Everyone needs to respect the current and future burdens on the taxpayers. He will vote to support. Future budgets need to avoid overrides.

**The Committee voted: 6-yes 2-no**

<b>4. Elementary School Department Capital Requests – Discussion and Vote- defer</b>
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<b>5. Nauset Regional School Department Budget – Discussion and Vote</b>
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**Bill Meehan *MOVED* to approve Article 4, the requested budget of \$14,906,481 as printed in the Warrant. Frank Bridges second.**

Bob went through some of his updated research analysis for the Committee. Andy asked if there has been improvement in transparency with the numbers. Pete and Robert both felt there was.

Frank would be voting against this budget until this school committee does something about Choice and something about the budget. He will vote for the override.

Pete said Town Meeting has repeatedly told us they support School Choice. This is part of the conundrum as conveyed in this article. Honey said she is looking at this article \$15,554,201 is requested. She cannot approve the 4% that our levy can handle. She is only voting on the \$14,906,481, but not on the overage. Pete asked

Peter Lombardi if Town Meeting approved Article 4, they will not break it down the way we are. Peter Lombardi answered, Art. 4 will be for the \$14,906,481. Article 5 will be separate for the override. If the override is not approved in Brewster, we will still have to pay that off-set, approximately \$650,000. We will need to cut funds elsewhere or go back and have a special town election. We have to fund the assessment even if we vote no. Bob said when he asked about basic financial planning, the School District Budget is more than the Brewster Town Budget and we do extensive planning. They said they cannot plan ahead. Planning cannot go by the wayside. Pete agreed. Frank would like to see other towns come into the district so they would take on part of the debt. Frank said this vote is going to be kind of messy and there's nothing we can do about it. If other towns vote this down, we might be in a situation to do something. But we don't know.

**The Committee Voted: 5-yes 3-no**

**Bill Meehan *MOVED* to approve Article 5 in the Warrant to raise and appropriate the sum of \$647,720 by means of an override. Frank Bridges second.**

Pete will vote against this to go back to the school department. If we don't get another town in favor of this, he would support coming back for another vote.

**The Committee Voted: 3-yes 5-no**

Bill Henchy wanted to have his vote counted for the override.

**Bob Young *MOVED* to reconsider. Frank Bridges second.**

**The Committee Voted: 8-yes 0-no 1-abstain**

**Re-vote on Article 5 Nauset Regional Override:**

***The Committee Voted: 3-yes 6-no***

## **6. Discuss and Vote on Annual Town Meeting Articles**

- a. Cape Cod Technical High School Budget**
- b. Capital Spending and Special Projects Expenditures**
- c. Collective Bargaining Agreements**
- d. Free Cash Appropriations**
- e. Special Revenue Fund: Cable Franchise Fee**
- f. Town Bylaw Amendment: Creation of New Community Garden and Wetlands Protection Revolving Funds**
- g. Town Bylaw Amendment: Building and Needs Assessment Committee**
- h. Citizens Petition: Conditions of Select Board Acceptance of Anonymous Gifts**

- a. Cape Cod Technical High School Budget**

**Bill Meehan *MOVED* to approve Cape Cod Tech Operating Budget and debt assessment of \$1,464,365 as specified in Article 1 of the Warrant. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**b. Capital Spending and Special Projects Expenditures Article 10**

**Bill Meehan *MOVED* to approve under Article 10, Section 1, Select Board, a total of \$166,000 for Capital Project Expenditures. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve under Article 10, Section 2, Facilities, a total amount of \$80,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 3, Police, the amount of \$20,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 4, Fire, the amount of \$35,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 5, Natural Resources, the total amount of \$290,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

Brewster Elementary Schools – Pete said the issue is that if the elementary school has a certain amount of work done that exceeds 30% of its value - it has to come up with full ADA access compliance which can cost a significant amount of money with a school of this age.

**Bill Meehan *MOVED* to approve Article 10, Section 6, Brewster Elementary Schools, the total amount of \$403,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 7, Nauset Regional School District, the amount of \$282,748. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 8, Public Works, the amount of \$170,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 9, Water Enterprise Fund, the amount of \$825,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 10, Cemetery, in the amount of \$40,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**

**Bill Meehan *MOVED* to approve Article 10, Section 11, Brewster Ladies Library, the amount of \$10,000. Frank Bridges second.**

**The Committee Voted: 9-yes 0-no**



**c. Collective Bargaining Agreements**

Bill Meehan *MOVED* to approve Article 15, Police Patrol, as printed in the Warrant. Frank Bridges second.  
The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 16, Police Superior Union, as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 17, Police Dispatcher, as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 18, Ladies Library, as printed in the Warrant. Frank Bridges second.  
The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 19, SEIU Collective Bargaining Agreement, as printed in the Warrant.  
Frank Bridges second.

The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 20, OPEIU Collective Bargaining Agreement as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 21, Non-Union Personnel Wage Funding as printed in the Warrant.  
Frank Bridges second.

The Committee Voted: 9-yes 0-no

Bill Meehan *MOVED* to approve Article 22, transfer care custody and control of and change usage of Wing Island as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

**d. Free Cash Appropriations – Art 11**

Bill Meehan *MOVED* to approve Article 11, Free Cash Appropriations- to the Capital Stabilization Fund in the amount of \$250,000; and to short term debt in the amount of \$250,000. Frank Bridges second.

The Committee Voted: 9-yes 0-no

**e. Special Revenue Fund: Cable Franchise Fee Sect 12**

Bill Meehan *MOVED* to approve Article 12, Special Revenue Fund: Cable Franchise Fee account, the appropriation from special revenue fund of \$250,000 as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

**f. Town Bylaw Amendment: Creation of New Community Garden and Wetland Protection Revolving Funds**

Bill Meehan **MOVED** to approve Article 13 in the Warrant, Bylaw Amendment: Creation of New Community Garden and Wetland Protection Revolving Funds, in the amount of \$50,000 each as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

**g. Town Bylaw Amendment: Building and Needs Assessment Committee**

Bill Meehan **MOVED** to approve Article 23, Town Bylaw Amendment: Building and Needs Assessment Committee, as printed in the Warrant. Frank Bridges second.

The Committee Voted: 9-yes 0-no

**h. Citizens Petition: Conditions of Select Board Acceptance of Anonymous Gifts**

Bill Meehan **MOVED** to approve Article 27, Conditions of Select Board Acceptance of Anonymous Gifts as printed in the Warrant. Frank Bridges second.

The Committee Voted: 1-yes 7-no 1-abstain

**7. Discuss and Potential Re-vote on Plastic Food Container & Utensil Ban**

Pete said we have already voted on that, there is no new information to make a new decision. Bill Meehan said the Select Board took the position they took in part response to input from small businesses in town. He asked the petitioners specifically if they considered the impact on the businesses in the town. It appears it will have a significant impact on the businesses in town. He would like to re-vote.

Frank said having heard from 3 merchants who would be directly affected by this vote, he would probably vote for the ban again. He is hoping there will be an amendment to this article. We need to be aware of the businesses in the town and have to be considerate of the commercial tax base. He would like to see a delay in the ban to give the vendors 1-2 years to implement a substitution for plastic utensils. The cost would absorb all of the profit on an order for substituting bamboo for plastic. He is in support, but feels we need to stage it in and give time to adapt. Alex said as he was the only member voting against it, we have not had any representation from the business community. He doesn't feel the business community has given us enough information about this for a re-vote. Honey said there needs to be a longer lead time for utensils. She would like to revote now that we did hear more information from those parties that came in to talk with us. Bill Henchy asked if we could revote to support the ban on containers but delay the ban on utensils.

Bill Meehan **MOVED** to rescind their original vote on Article 25, Plastic Food Container & Utensil Ban. Frank Bridges second.

The Committee Voted: 8-yes 0-no 1-abstain

Bill Henchy **MOVED** to approve Article 25, Plastic Food Container & Utensil Ban as written. Bill Meehan second.

The Committee Voted: 2-yes 6-no 1-abstain

**8. Liaison Reports and Assignments - defer**

**9. Approval of Minutes- defer**

**10. Request for agenda items for future meetings – please email Pete**

**11. Matters Not Reasonably Anticipated by the Chair- defer**

**12. Next Finance Committee Meeting – next week**

**13. Adjournment**

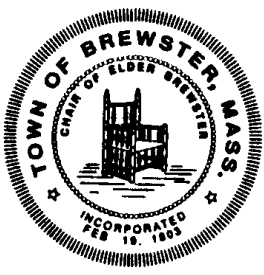
**Bill Meehan *MOVED* to adjourn the meeting at 7:52 PM. Frank Bridges second.**

**The Committee voted: 9-yes 0-no**

Respectfully submitted, Beth Devine

Packet of supporting materials (same packet as last week's meeting 3/29/23) on website for public review.





Approved:  
VOTE:

**TOWN OF BREWSTER  
FINANCE COMMITTEE  
Date: July 12, 2023 Time: 6:00 PM  
MEETING MINUTES**

Present: Chair Pete Dahl, Vice Chair Frank Bridges, Clerk Bill Meehan, Alex Hopper, Robert Tobias, Andy Evans

Also present: Peter Lombardi, Town Administrator; Donna Kalinick, Assistant Town Manager; Mimi Bernardo, Finance Director; Fire Chief Moran

Absent: William Henchy, Bob Young

The Chair called the meeting to order at 6:06 pm and announced a quorum.

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly. **Additionally, the meeting may be viewed by: *Live broadcast*** (Brewster Government TV Channel 18), ***Livestream*** ([livestream.brewster-ma.gov](http://livestream.brewster-ma.gov)), or ***Video recording*** ([tv.brewster-ma.gov](http://tv.brewster-ma.gov)).

**1. Public Announcements and Comment- none**

**2. Town Manager/Finance Director Report**

Peter Lombardi wanted to review two items:

1. We opened the Brewster Community Pool on June 25th, it will be open until August 20<sup>th</sup> for 8 weeks. We have sold over 650 resident-only passes and another 275 guest passes. The maximum capacity for the pool is 100. We have a 25 to 1/person to lifeguard. We have yet to reach the capacity maximum. We had capped the number of passes at 10 but upped it to 20 as it didn't seem to be an issue. We had one of the 4 drop-in days where you could pay \$5 for the day. We have collected over \$100k so far – operating expenses coming in around \$125K. It was very well received. Lap swim hours have been increased starting at 7 and swim lessons are at or close to capacity. Great success with hiring Lifeguards.
2. He went on to discuss the new State DEP Watershed Regs – we have known they were coming for some time; the State had put together a framework last June. They issued draft regulations last fall. We put together a Water Resource task force that met monthly. They incorporated a good number of comments we had suggested into the final set of regulations. They took effect July 7<sup>th</sup>. For nitrogen

sensitive watersheds of which Brewster has four, the town can apply for a permit or residents would have to install SOA water systems. The Pleasant Bay Watershed remains in place and we are in year 5 of a 20-year permit and we are making great progress in terms of our obligations. Two of the remaining watersheds are small: Swan Pond and Bass River are in the SW corner of the town. The state set up an expedited approval process for watershed permits. The 3<sup>rd</sup>, Herring River, we don't foresee any major state requirements. It is a big headline; the good news is Brewster controls its own destiny. These regs aren't going to have the state coming in and telling us what to do. We will be giving a formal update to the Select Board and the Board of Health in the fall.

3. Donna Kalinick had an update with regards to CPC applications. She said we are going to have an open forum regarding local preference, we are going to have a joint meeting/education session on August 17<sup>th</sup> at 6PM co-hosted by the Housing Partnership, the Select Board, Finance Committee, the CPC, the Housing Trust, in addition, we will extend an invite to the Housing Authority. We have yet to figure out the logistics because we don't think we can fit all of the participants in one room. The ZBA has granted the comprehensive permit for the Mill Stone Road Community housing initiative. The Select Board has 90 days to determine if they want to make a request regarding local preference. This education will support the Select Board in making this Policy Driven decision.
4. Mimi Bernardo said Lisa, Donna, and I have bounced around the idea of having a Finance Training internally for staff and department heads and held the meeting in June of this year. Mimi Bernardo went through the meeting agenda and what was reviewed. Note there is an associated PowerPoint. The training was well received. We are planning to do this every year. There's so much information to absorb. She has been working on getting ready to close the books to turn over to the Department of Revenue.

### 3. Re-organization of the Finance Committee

Chair - Pete Dahl

**The Committee voted: 6-yes 0-no**

Vice Chair – Frank Bridges

**The Committee voted: 6-yes 0-no**

Clerk - Bill Meehan

**The Committee voted: 6-yes 0-no**

### 4. Year-End Transfers – Fire Department

Mimi Bernardo reviewed one rule which is a big benefit to us from MA General Law Chapter 44 Section 33B; which will allow us to make yearend transfers. They are requesting a maximum \$10K transfer from the Health Insurance line item. However, I will only be transferring the exact amount of the deficit.

The Fire Chief addressed the committee – the deficit includes the following:

- overtime based on the number of vacancies that had to be filled,
- personal protective equipment for new hires,
- overages in utilities costs,

- and unforeseen HVAC repair

Overage to the budget was \$8,215

Note: the overtime budget for next year has been extended to \$30K for next year.

**Bill Meehan *MOVED* to approve the requested transfer as stated in the amount not to exceed \$10K. Frank Bridges second.**

**The Committee voted: 6-yes 0-no**

## **5. Update on Nauset High response to Select Board request to amend District Agreement**

Peter Lombardi provided an update. The Select Board drafted and sent the letter (included in your packet) a little over 2 months ago. He reached out to the regional school committee chair and was informed that they have referred it to their counsel and are planning to come to the School Committee to discuss. The Wellfleet Select Board provided a letter of support of Brewster's letter. The Orleans Select Board was planning on taking it up but decided to wait to hear about the School Committee's response. Eastham was also supportive. We will alert the Finance Committee when we hear back from the School Committee. Peter said having a 3-year rolling average is pretty standard.

Question was asked – Do we need to look at the tuition agreements? The last review of the tuition agreement may have been 5 years ago. CMRs apply to regional schools. Town Managers and School Committee has met as a full group in the Spring and this will pick back up in the Fall.

## **6. Update/Liaison Reports on Bay Parcel and Pond Parcel Planning Committee**

Bill Meehan – lot of things going on. The packet from the last meeting was 195 Pages – anyone who looks at that packet, outside of the PPPC committee would learn everything they need to know from the first dozen pages. Reed Hildabrand (RH) has done an outstanding job, they prepared a series of outstanding graphics. The overall tasking for RH and the PPP Committee is to complete the first phase of discovery. We know what we have in considerable detail. RH broke the parcel into 5 parcels for planning purposes. That material is available on the website – anyone interested, should really go and review. For each parcel, there are several high-level scenarios – what might happen, and what the result would be. RH provided a set of barometers based on the objectives of the whole community to determine what would be best solution at each parcel. He is very encouraged the timelines were very intact and for FY24 planning to go to the ATM in May. The Comprehensive Plan will be extremely valuable, and the execution will happen over several years.

Pond Parcel – Pete's plan at this point is to bring forward comprehensive plans for both properties to the ATM next May. On August 5<sup>th</sup> there will be a resident only forum with 3 sessions which are each an hour long. The property will be open from noon to 5:00. Building information has been posted. Session can accommodate 200 people. The focus will be to solicit feedback with regards to the defined scenarios for each of the properties. Feedback as to what they like from each of the scenarios. Almost 1400 people responded to the survey.

Pond Parcel – William Henchy was not available to review.

## **7. Select Board Strategic Plan**

Pete Dahl – noted that 9 times the Finance Committee was mentioned in the Select Board Strategic Plan.



Pete said it is important to provide feedback and the feedback should come to him, and he will put together into a document from the Finance Committee and get it to the Select Board in a timely manner.

Peter Lombardi said we are looking for feedback sooner rather than later as the retreat is next Friday.

## **8. Liaison Reports and Assignments -**

Pete said the Vision Planning Committee needs a new Liaison as Honey is no longer on the committee. She felt it was very important to have someone on this committee attending these meetings. The documentation is in the packet. We do have an open position for the committee, please apply or if you know of anyone interested. We will really miss Honey – she was a wonderful member of this committee, extremely smart, did a fantastic job here and on the Audit Committee, and as liaison to other committees. We thank her tremendously for her service, time, and expertise. She will be really missed.

## **9. Approval of Minutes-**

**Bill Meehan *MOVED* to approve the Minutes from 2/15/23. Frank Bridges second.**

**The Committee voted: 5-yes 0-no 1-abstain**

**Bill Meehan *MOVED* to approve the Minutes from 3/8/23. Robert Tobias second.**

**The Committee voted: 6-yes 0-no**

3/15/23 - Robert said on Page 6, first paragraph, Robert to be donations to other towns projects – more “objective than subjective”...

**Bill Meehan *MOVED* to amend the Minutes from 3/15/23 as requested. Frank Bridges second.**

**The Committee voted: 6-yes 0-no**

**Bill Meehan *MOVED* to approve the Minutes from 3/29/23. Robert Tobias second.**

**The Committee voted: 6-yes 0-no**

**Bill Meehan *MOVED* to approve the Minutes from 2/27/23. Frank Bridges second.**

**The Committee voted: 6-yes 0-no**

## **10. Request for agenda items for future meetings – please email Pete**

## **11. Matters Not Reasonably Anticipated by the Chair- defer**

## **12. Next Finance Committee Meeting –**

Joint meeting on local preference on August 17<sup>th</sup> at 6PM

## **13. Adjournment**

**Bill Meehan *MOVED* to adjourn the meeting at 7:18 PM. Frank Bridges second. 6-0-0**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Bob Young – yes, Chair Pete Dahl– yes.**

**The Committee voted: 6-yes 0-no**

Respectfully submitted, Joanne Boland-Weeden, recording secretary

Packet of supporting materials on website for public review.



Approved:  
VOTE:

**TOWN OF BREWSTER  
FINANCE COMMITTEE  
Date: October 4, 2023 Time: 6:30 PM  
MEETING MINUTES**

Present: Chair Pete Dahl, Vice Chair Frank Bridges, Clerk Bill Meehan, *Alex Hopper*, Robert Tobias, Patrick Buckley (*attending remotely*)

Also present: Peter Lombardi, Town Manager; Donna Kalinick, Assistant Town Manager; Mimi Bernardo, Finance Director; Faythe Ellis, CPC Chair; Sarah Robinson, CPC Vice Chair; Conor Kenney, Brewster Project Manager

Absent: Bob Young, Andy Evans, William Henchy

The Chair called the meeting to order at 6:32 pm and announced a quorum.

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly. **Additionally, the meeting may be viewed by: *Live broadcast* (Brewster Government TV Channel 18), *Livestream* ([livestream.brewster-ma.gov](http://livestream.brewster-ma.gov)), or *Video recording* ([tv.brewster-ma.gov](http://tv.brewster-ma.gov)).**

**1. Public Announcements and Comment- none**

**2. Town Manager/Finance Director Report**

Peter Lombardi addressed the committee. Brewster is set to receive our American Rescue Plan Act appropriation from the county – just under \$500,000. We are planning on using them on Long Pond Landing improvements and our planned remediation of our Bay Property former shooting range. When the Baker Administration came in, they made it a point to improve the partnership between State and Town and passed the Municipal Modernization Act which made our jobs a little easier at the local level. The new Administration is set to do the same thing – all the town managers and other reps had a chance to talk with reps from the administration in Barnstable recently. Ultimately it will end up in a similar type of legislation as the Baker Administration. Increasing procurement thresholds seemed to be a top of the list item. We expect there to be substantive legislation coming out of the process.

Mimi Bernardo said the auditors have started the Audit this week.

### 3. Town Meeting Warrant Articles

- **Outstanding Obligations (Unpaid Bills)**
- **General Bylaw Amendment: Private Road Betterments**
- **Community Preservation Act Funding (pending confirmation from Faythe Ellis)**
- **FY24 Capital and Special Project Expenditures**

- ***Outstanding Obligations (Unpaid Bills)***

4 unpaid bills – Article 1 totaling just under \$8500 – the largest over \$7500 from the Golf Department paid by Golf retained earnings. \$265 for Fire Department, \$325 for DPW, and a little over \$300 for DPW – these require a 9/10's vote and are housekeeping items.

Pete asked about the Golf Department bill and its size. Donna Kalinick said they had one of the pumps at the course close to the end of the FY. There were parts that had to be ordered and repairs made – it was a substantial repair, and they were not able to get this covered in the prior year, so it had to go into unpaid bills.

**Bill Meehan *MOVED* to approve Article 1, Outstanding Obligations in the total amount of \$8,475.96. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Patrick Buckley – yes, Alex Hopper – yes, Chair Pete Dahl– yes.**

**The Committee voted: 6-yes 0-no**

- ***General Bylaw Amendment: Private Road Betterments***

Conor Kenney addressed the committee: we are trying to simplify the bylaw with these revisions to make it easier for residents to understand and remove any duplicates. The town runs a program to facilitate the repair of private roads in town. Those repairs are then financed on the tax bill of residents on that road. The first change is to delete Article 7 b/c it's a duplicate of Article 8 and combine them. The next addition is to include what a private road is. Having spoken to the Planning Department, to remove the step of Planning Board review – to review the project costs, this is not appropriate for the board but is a Select Board responsibility. We also want to change the role of the Assessor who is currently required to verify the accuracy of the signatures that get submitted and the votes returned for these betterments. It is not an appropriate role for the Assessor. They should verify if the names on the votes that get returned match the actual property owners. Another important issue is why the DPW cannot just come to make changes, they can make minor maintenance activities but cannot include construction, reconstruction, or resurfacing. Also explain the betterments themselves more clearly.

**Bill Meehan *MOVED* to approve Article 5, Town Bylaw Amendment which proposes to replace in the Bylaw Section 157-20 to redefine and codify the Road Betterment Process. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Patrick Buckley – yes, Alex Hopper – yes, Chair Pete Dahl– yes.**

**The Committee voted: 6-yes 0-no**

- ***Community Preservation Act Funding***



Faythe Ellis, Chair of the CPC and Sarah Robinson, Vice Chair of the CPC addressed the committee. Faythe Ellis started by giving a brief overview of the CPC's work before getting into the details of the Article.

Item 1a: \$255,000 request submitted from the Brewster Affordable Housing Trust (AHT) for funding for the Affordable Buydown Program. This request will replenish the depleted funds in the Affordable Homeowners Buydown Program – began in 2007 and was managed by the CPC. Over the past 16 years, the \$360,000 in that program assisted 12 households in purchasing affordable homes. On recommendation by the CPC, the Brewster AHT is now taking over management of the program. This request from them is asking for up to \$50,000 homebuyer assistance for first time affordable homebuyers purchasing in Brewster. Amounts above \$50,000 will be considered but would require Select Board approval. Eligible households must earn up to 80% AMI and agree to place a permanent deed restriction on the home. Funds are provided as an interest free loan forgivable after 30 years. The program is targeted to preserve affordable homes already on the town's subsidized housing inventory. Housing Partnership recommended approval and the CPC voted 9-0-0 in favor.

Item 1b: \$507,500 request submitted by Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) requested funding to develop affordable housing units at Spring Rock Village on Millstone Road. Spring Rock Village is a new development of 45 affordable housing units to be located on Millstone Road with apartments for a range of household types – families, seniors, smaller households with affordable rents that working households can support. The project is designed as a sociable neighborhood that preserves the 16-acre woodland habitat and minimizes building footprints. 15 one-bedroom units, 25 two-bedroom units, and 5 three-bedroom units scattered across the buildings featuring traditional Cape Cod architecture. \$500,000 of the award will be used for construction costs, \$7500 set aside for CPC legal and administrative costs related to the award. The Housing Partnership recommended approval and the CPC voted 8-0-0 in favor.

Frank asked about the \$360,000 for the Affordable Homebuyers Program over the past 16 years, so about \$30,000/household. In Brewsters inventory of homes available on a deed restricted basis, how big is that? Donna Kalinick answered that under the prior program run by the CPC, they granted grants up to \$30,000, where the cost of a home was significantly less, and the program was used to buydown market homes and make them deed restricted. So, the \$50,000 is what we expect an award would be and are asking for \$250,000 to be able to assist over a period of time. It would primarily be used to assist in the resale of an affordable home when there is a gap, but there used to be instances where we could use it to buy down market rate homes as well. This doesn't seem realistic with the average home being over \$700,000 now. There are 71 housing units that are home ownership on the SHI.

**Bill Meehan *MOVED* to approve CPC Article 3, Item 1a, BAHT Affordable Buydown Program in the amount of \$255,000 to be sourced from the Undesignated Fund Balance. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Patrick Buckley – yes, Alex Hopper – yes, Chair Pete Dahl– yes.**

**The Committee voted: 6-yes 0-no**

**Bill Meehan *MOVED* to approve CPC Article 3, Item 1b, POAH/HAC development of affordable housing units at Spring Rock Village on Millstone Road in the amount of \$507,500. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Patrick Buckley – yes, Alex Hopper – yes, Chair Pete Dahl– yes.**

**The Committee voted: 6-yes 0-no**

• ***FY24 Capital and Special Project Expenditures***

Peter Lombardi addressed the committee – we will follow the spreadsheet in that order for sequencing. Then went one at a time through the list.

1. Select Board/ Town Administration - \$150,000 We have to be responsive to the new Watershed Permit Reg - s and Changes to Title V. We don't want to lose sight of pond water quality. The next logical step is to develop a Town wide pond management plan and then to pilot 1-2 ponds with specific action plans for those ponds - \$100,000 to do that - \$50,000 from Free Cash, \$50,000 from the Water Stabilization Fund. And the 2<sup>nd</sup> request for \$50,000 – our longtime water planning consultant from Horsley Whitten came to give an update on the new State Regs and what we have been doing across the community and what the new regs mean practically in terms of what are our priorities and obligations. The Select Board moved forward to file exemptions for our two small nitrogen sensitive watersheds. We need to identify potential future build out capacity which is what the \$50,000 is meant to do.

Pete asked where we were with the Cape and Islands Water Protection Fund. Peter Lombardi said last year, the Water Protection Fund Board agreed to appropriate funds from that fund to have the Cape Cod Commission provide technical assistance to Brewster and other towns that looked to clarify the extent to which our non-traditional projects would qualify for state revolving fund loans. The eligibility standards determine whether we are eligible for Water Protection Fund subsidy which has been 25% in the past. MA last year granted funds for a project in Wellfleet that included nontraditional elements. We think that some of our projects will be eligible for funding. We have asked for further clarification from the State. This is still a work in progress.

2. Assessing \$80,000, housekeeping item. The funding source is the Overlay. Money to be used for hiring a consultant to perform services required to annually assess value, collect new growth, and perform required property assessments. This is a recurring article we have every fall.
3. Facilities – town wide building maintenance and security. Replacing older cameras with modern cameras.
4. IT for technology upgrades and replacement, also purchasing a new server and a new firewall.
5. Police Department – police vehicle - this year we will be replacing 3 replacing the current gasoline models with hybrids - \$140,000. Also, the mobile data terminal in the vehicle, replacing all the current units \$45,000.
6. Vehicle inspections – we are not allowed to recycle the police vehicles that are gas powered to be used as inspection vehicles. Under the Green Communities Designation, they cannot be transferred to other departments. We can keep the ones we have but cannot continue the practice. The request is for a new hybrid vehicle, a truck to be able to do post assessments after storms, etc. Certain public safety vehicles are exempt – fire trucks, ambulances, heavy duty DPW vehicles, etc.

7. Fire Department – 4 requests – they can only use ambulance funds for EMS costs, so it is hoses, tools, nozzles, generators, saws, water rescue equipment, hazardous material equipment, and other miscellaneous equipment, \$30,000 from free cash. Ambulance lease costs have gone up, transfer \$15,000 from the ambulance fund. Chest compression devices, 3 new replacement devices and extended warranties being funded by ambulance funds. Update software for \$35,000.
8. Recreation – Mike Gradone talked about the field benches. There are 6 benches, splintered and old, unsafe. \$10,000 for 6 new Town Hall field benches.
9. Elementary school capital – generator at the Stony Brook Elementary school is no longer functioning. This is for the design portion of it and to oversee the ultimate construction, not to pay for the generator itself. \$75,000
10. Public Works – drainage road maintenance - \$250,000. 2 vehicle asks – 1 ton dump truck, \$220,000 from Free Cash. Pick up truck \$80,000 from Free Cash for the Assistant Public Works Director. 2 Mower replacements \$25,000. Griffen Ryder talked about purchasing an electric mower. Public Works takes care of all the properties in town. It takes them almost 3 days to do the entire Sea Camps property. DPW Director showed building maintenance that needs to be done - \$50,000 being funded from the reappropriation from existing DPW Articles with balances no longer needed.
11. Millstone Road Improvement – detailed information in the packet. Stand alone article. Requesting just over \$2.5M – total project at just over \$10.3M. 3 construction season project, very large project. \$2.15M Free Cash, \$150,000 from prior articles, \$250,000 from Road Betterment Fund to cover the balance.
12. COA – requesting for a COA 50<sup>th</sup> Anniversary Celebration 6/10/24, funds to support town wide festivities - \$15,000 from Free Cash and the rest from the donation account.
13. Water Enterprise Fund – additional funding for the Red Top Road project. \$75,000 paid for with retained earnings from the Water Enterprise Fund.
14. Elevator Brewster Ladies Library – a placeholder until we open the bids – amending on Town Meeting Floor depending on how the bids come out. Our concerns are that they will come in higher than the \$300,000 already allocated at May Town Meeting.
15. Golf Enterprise fund - \$1.7M in total, \$1.35M from Golf Retained Earnings, \$350,000 from capital stabilization fund.

**Bill Meehan *MOVED* to approve the Capital and Special Projects as presented under Article 2 in the Warrant, with the exception of the very last line, in the amount of \$3,327,000 from various sources as indicated in the presentation. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Patrick Buckley – yes, Alex Hopper – yes, Chair Pete Dahl– yes.**

**The Committee voted: 6-yes 0-no**

Bill Meehan *MOVED* to approve the Capital and Special Projects Millstone Road Construction in the amount of \$2,550,000 from Free Cash, reappropriated articles, and the Road Betterment Fund. Frank Bridges second.

Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Patrick Buckley – yes, Alex Hopper – yes, Chair Pete Dahl– yes.

The Committee voted: 6-yes 0-no

**4. Liaison Assignments**

**5. Approval of Minutes- defer**

**6. Request for agenda items for future meetings – please email Pete**

**7. Matters Not Reasonably Anticipated by the Chair- none**

**8. Next Finance Committee Meeting – October 11, 2023**

**9. Adjournment**

Bill Meehan *MOVED* to adjourn the meeting at 8:52 PM. Frank Bridges second.

Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Patrick Buckley – yes, Chair Pete Dahl– yes.

The Committee voted: 6-yes 0-no

Respectfully submitted, Beth Devine

Packet of supporting materials on website for public review.





Approved:  
VOTE:

**TOWN OF BREWSTER  
FINANCE COMMITTEE  
Date: October 11, 2023 Time: 6:00 PM  
MEETING MINUTES**

Present: Chair Pete Dahl, Vice Chair Frank Bridges, Clerk Bill Meehan, Alex Hopper, Robert Tobias, Patrick Buckley, Bob Young, *Andy Evans (attending remotely)*

Also present: Peter Lombardi, Town Manager; Sharon Tensdat, Vision Planning Committee Chair; Amanda Bevren, Vision Planning Vice Chair; Jon Idman, Town Planner; Matilda Delano and daughters Lianna & Alice, Citizens Petition

Absent: William Henchy

The Chair called the meeting to order at 6:03 pm and announced a quorum.

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly. **Additionally, the meeting may be viewed by: *Live broadcast* (Brewster Government TV Channel 18), *Livestream* ([livestream.brewster-ma.gov](http://livestream.brewster-ma.gov)), or *Video recording* ([tv.brewster-ma.gov](http://tv.brewster-ma.gov)).**

**1. Public Announcements and Comment- none**

**2. Town Manager/Finance Director Report**

Peter Lombardi said the 4 Town Managers have been meeting with the Superintendent a couple times now just got the draft enrollment data for district for the school year. He will send around. The district is down 92 students, w ½ of that being reductions in School Choice – 46 of the 92. Brewster is down 21 students in the Middle School this year over last with total enrollment down 43 students. High School down total net of 29 with 13 being from Brewster enrollments. Based on an initial read, it bodes well for Brewster in FY25 which helps with the assessment. Next meeting there will be more to report.

Bill Meehan asked about total enrollment at the high school – 771 this year (800 last year). Peter Lombardi answered that the combined middle and high school number is about 1200 and change. Frank asked about choice numbers – total choice middle and high school is 164 vs. 210 last year. Is that because a class with high Choice students graduating? Peter Lombardi said they haven't reduced their ceiling of Choice Students in the district – it is just due to natural attrition.

Pete asked about the Regional School Committee Agreement. Peter Lombardi answered that the plan is that the district and the committee is planning on reviewing and revising the regional school agreement. There isn't a clear timeline. DESE is looking for a review of the entire agreement. It has been 20+ years since any update to the agreement.

### 3. Town Meeting Warrant Articles

- **Citizens Petitions – Short-Term Rentals**
- **Local Comprehensive Plan**
- **Appropriation for Police Officer Litigation Settlement**
- **Cable Franchise Fee**

- ***Citizens Petitions – Short-Term Rentals***

Matilda Delano with daughters Lianna and Alice addressed the committee: Matilda Delano handed out the articles to the committee which discusses a registration system for short-term rentals for the town of Brewster and looking at other towns who have done the same. Also, an article to restrict short term rental ownership. There don't seem to be many, so she doesn't think it would have a huge negative impact on those who own rental units.

First one is Article 13 - Create a registration for short term rentals and attachment A; with the second as attachment B with Article 14.

Peter Lombardi said he met with the petitioner initially in June and broadly local regulation of short-term rentals, have been approved by other towns and the attorney general's office. Conceptually, that is something that can be done. When we received the two petitions 3 weeks ago, we sent them to town counsel for review. The details can be included in the Article. They are not in the form of a bylaw. We asked about the intention as whether it is a general or zoning bylaw, and it is a general bylaw. So what you see is a motion the Town Counsel has helped draft to put it effectively in acceptable form in the form of a bylaw so it could go through the state approval process. There are other questions Town Counsel had that are incorporated in the motion. We are working through definitions now, but the version circulated is the most current version. All of this will require a motion on the Town Meeting floor to put these amendments in proper form as a general bylaw.

The Committee overall felt confusion about what was in front of them. It seemed that there could be significant amendments on Town Meeting floor. Pete felt the worst place to create amendments is on Town Meeting floor. Frank, Bill, and Pete were in agreement that this is what we are moving in this direction, however, this format isn't appropriate for Town Meeting at this time.

Matilda Delano said that short term rentals have always been a part of the Cape, except now with all the electronic means of renting homes such as Airbnb and VRBO, etc., have increased the number of short-term rentals in this area to the point of pushing out a lot of the working class and made it so those people don't have long term places to live. She felt this needed to be addressed and no one had, so she took the initiative to do this. Pete said this is very current and an interesting subject matter that the town wants to look at. It is a difficult subject when limiting property owners, but there is a discussion to be had.

Alex thinks this work is important and very pertinent and thanked Matilda for coming forward with this petition. However, he agrees with other members that this doesn't seem like it is in correct form going to Town Meeting. He wants to support this but can't in its current form.

**Bill Meehan *MOVED* to approve Article 13 as to be presented in the Warrant. Frank Bridges second.**

Marguerite (name on screen) – this is Doug Erikson, Long Pond Road – using his wife's computer, addressed the committee. He has thoughts on this. Short-term rentals have had a long history. We have been hit many times with taxes and fees. With all due respect, he has seen many year-round rental housing that are now owned as seasonal homes by non-residents only used part time. He urges the Finance Committee to vote "no" on all this.

Pete will put down thoughts and why this presentation would not work and will circulate to the rest of the committee.

**Roll Call Vote: Bill Meehan – no, Frank Bridges – no, Robert Tobias – no, Alex Hopper – no, Andy Evans – no, Bob Young – no, Patrick Buckley – no, Chair Pete Dahl– no.**

**The Committee voted: 0-yes 8-no**

**Bill Meehan *MOVED* to approve Article 14 as to be presented in the Warrant. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – no, Frank Bridges – no, Robert Tobias – no, Alex Hopper – no, Andy Evans – no, Bob Young – no, Patrick Buckley – no, Chair Pete Dahl– no.**

**The Committee voted: 0-yes 8-no**

Pete said he would put something together to include with the vote as an explanation.

- ***Local Comprehensive Plan (LCP)***

Sharon Tensdet, Chair of the Vision Planning Committee, and Amanda Bevren, Vice Chair of the Vision Planning Committee addressed the committee – we have brought back the LCP for consideration at Town Meeting next month. We have clearly revised the text in response to the outcomes and directives from Town Meeting in fall and spring. Any mention of the pursued boardwalk to wing island has been deleted. We've updated the background material under existing conditions – census and housing data. We simplified the text to make it more readable and understandable. We added text as to how this plan is used in the decision making of the town. So that voters understand this is an important planning document for the town and they have a role in consideration in any undertaking the Select Board deems appropriate and a priority. Decisions or recommendations for bylaw changes have to go back for Town Meeting approval. Amanda Bevren said she would add language to clarify this was really a menu of options broken into 10 building blocks. This is a roadmap of how we can start to handle all of the things we care about. We have also done so much more outreach on what an LCP actually is and how it will benefit our future.

Bill Meehan asked about the Cape Cod Commission – are we eligible for benefits from them if this goes through. Jon Idman stepped in to answer. If the town chooses to pursue that, some of the benefits would be prioritization for planning technical assistance from the Cape Cod Commission; some direct benefits have a regulatory slant in nature. With a certified LCP and the adoption of an impact fee bylaw, Brewster could adopt impact fees. With the adoption of a development agreement bylaw,

Brewster could negotiate development agreements with developers of property as an alternative form of permitting. So, it is a legal form of Contract permitting. With the LCP, Brewster could use the goals as a way to measure regional impact as one of the ways to determine as to whether that project should be approved.

**Bill Meehan *MOVED* to approve Article 7, LCP, as stated in the Warrant. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Andy Evans – yes, Bob Young – yes, Patrick Buckley – yes, Chair Pete Dahl– yes.**

**The Committee voted: 8-yes 0-no**

- **Article 8**, the Town participated in a number of Class Action Lawsuits, around the opioid epidemic as many, if not all, towns across the county participated in. These were very involved and resulted in two major settlements to date – Big 3 Pharma & a number of retail stores, Walgreens, CVS and others. Through those settlements, the town has been allocated a portion of the funds and started receiving our distributions last year in FY23. Unfortunately, the state hasn't passed legislation to make allocation and appropriation of these funds easy and straight forward. In the meantime, there are strict protocols for how these funds can and can't be spent. Last year a little over \$56,000 fell to our FY23 free cash. We want to make sure we account for them separately. We are proposing to create a special article where these funds would sit and be available for appropriation for the purposes outlined in the agreements.

**Bill Meehan *MOVED* to approve Article 8, to see if the Town will transfer available funds to the sum of \$56,000 for the purposes outlined in the Warrant. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Andy Evans – yes, Bob Young – yes, Patrick Buckley – yes, Chair Pete Dahl– yes.**

**The Committee voted: 8-yes 0-no**

- **Cable Franchise Fee**

**Article 9** – Pete asked if this is this different from what is included year to year? Peter Lombardi answered no, in reviewing our current and projected expenses for cable support services this year, we need to provide a supplemental appropriation of \$75,000 this fall to get us through the fiscal year. We now bring in over \$400,000/year and typically transfer less than \$300,000/year. We have over \$600,000 available for this purpose.

**Bill Meehan *MOVED* to approve Article 9, in the Warrant, special fund, Cable Franchise Fee Account, to appropriate the sum of \$75,000 as stated in the Warrant. Frank Bridges second.**

**Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Andy Evans – yes, Bob Young – yes, Patrick Buckley – yes, Chair Pete Dahl– yes.**

**The Committee voted: 8-yes 0-no**

- **Appropriation for Police Officer Litigation Settlement – not ready to vote on yet.**

Peter Lombardi recommends we have available funding in the FY24 Operating Budget. We anticipate agreement for judgement in the coming weeks.



#### 4. Liaison Assignments - defer

#### 5. Approval of Minutes- none

Bill Meehan *MOVED* to approve the Minutes from 9/13/23 as presented. Frank Bridges second.

Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Andy Evans – yes, Bob Young – yes, Patrick Buckley – yes, Chair Pete Dahl– yes.

The Committee voted: 8-yes 0-no

Bill Meehan *MOVED* to approve the Minutes from 9/20/23 as presented. Frank Bridges second.

Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Andy Evans – yes, Bob Young – abstain, Patrick Buckley – yes, Chair Pete Dahl– yes.

The Committee voted: 7-yes 0-no 1-abstain

#### 6. Request for agenda items for future meetings – please email Pete

#### 7. Matters Not Reasonably Anticipated by the Chair- none

#### 8. Next Finance Committee Meeting – 10/25

#### 9. Adjournment

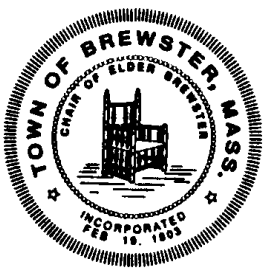
Bill Meehan *MOVED* to adjourn the meeting at 8:07 PM. Frank Bridges second.

Roll Call Vote: Bill Meehan – yes, Frank Bridges – yes, Robert Tobias – yes, Alex Hopper – yes, Andy Evans – yes, Bob Young – yes, Patrick Buckley – yes, Chair Pete Dahl– yes.

The Committee voted: 8-yes 0-no

Respectfully submitted, Beth Devine

Packet of supporting materials on website for public review.



Approved:  
VOTE:

**TOWN OF BREWSTER  
FINANCE COMMITTEE  
Date: October 25, 2023 Time: 6:00 PM  
MEETING MINUTES**

Present: Chair Pete Dahl, Vice Chair Frank Bridges, Clerk Bill Meehan, Robert Tobias, Patrick Buckley, Andy Evans (*none attending remotely*)

Also present:

Absent: William Henchy, Alex Hopper, Bob Young

The Chair called the meeting to order at 6:03 pm and announced a quorum.

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly. **Additionally, the meeting may be viewed by: *Live broadcast* (Brewster Government TV Channel 18), *Livestream* ([livestream.brewster-ma.gov](http://livestream.brewster-ma.gov)), or *Video recording* ([tv.brewster-ma.gov](http://tv.brewster-ma.gov)).**

**1. Public Announcements and Comment- none**

**2. Town Manager/Finance Director Report- none**

**3. Town Meeting Warrant Articles- none**

**4. Appointment of Representatives to the Audit Committee**

Bill Meehan *MOVED* to appoint Patrick Buckley as a member of the Audit Committee. Frank Bridges second. The Committee voted: 6-yes 0-no

**5. Nauset Regional District Agreement – Update and Discussion**

Pete said he wants to have an open discussion about the district agreement. There was a school committee meeting on the 18<sup>th</sup> and he and Frank were there. We have a new draft agreement that has a lot of things in it,

many of which are now required by the Department of Education. The school committee is forming a working group to work through this and bring something back to the committee. He got the sense that the Superintendent felt they should move slowly and deliberately which means they may or may not bring this to Spring Town Meeting. Frank agreed. Pete said he wants to start the conversation to see where the committee stands on this agreement. This update has been triggered by the Select Board requesting the school committee make changes to the regional agreement. The current guidance is this should be looked at every 5 years, and this agreement hasn't been looked at for 20 years.

Frank said he would highly recommend anyone interested to look at the video of that meeting. One of the first things he did was to pull up the Monomoy Agreement. There are many differences in their agreement. One of the stipulations is to have the Chair of the Regional School Committee would cycle year to year so all towns would have an opportunity to Chair. Our school committee has had the same Chair since 2017 and that person is from the town with the lowest enrollment. He would like to see the town look at this seriously as an attempt to make changes in the agreement to make the school committee more receptive to the wishes of each of the towns involved to the extent that is possible.

Andy asked going forward, who is responsible for updating these every 5 years. He wants to make sure that there is some automatic process to have this happen. Frank said there's 5 parties to this agreement. All towns have to vote on this at Town Meeting, then have it reviewed by DESE, and then it has to be voted. It should be reviewed every 5 years and involve a process explicit within the agreement. There should be a set mechanism. Andy said this is critically important. In terms of the financing of this, what/how will these changes affect what we have or will pay going forward. Whose responsibility is this? Pete said we have 4 reps on the committee and should be responsible for being aware of what the needs of the town are and make sure the town is well served and that whatever the mechanism is to assess the operating costs to debt is done in a fair manner. Bill Meehan said regional school committee has more regard to students than to taxpayers. Others agreed.

Frank said in terms of the factual issues, there was something said that there should be the use of one or two methods of assessment, and someone asked if we have been doing this the right way? He is not sure we have. He thinks DESE requires that the calculation be submitted to the state. He would think there is a check and balance in there. He doesn't think it should be someone on the committee. They are also subject to audit. Financial statements so far aren't delivered when they need to be and when we do receive them there are material discrepancies and we don't know anything about it until after the fact. It wasn't until we insisted on having an audit committee that we found out we weren't getting the proper documentation. We have not received the budget 30 days prior to Town Meeting, and we have never received a preliminary budget. We see it after it has been voted on. That is a direct violation of this agreement, and no one has made an effort to bring this in line.

Pete said 30 days prior to their voting on it, we should receive a copy of it. Frank said if we know this and don't do anything about it, our rights to contest get diminished. He is glad this is open now so we can start moving forward in the correct manner. Andy asked whose responsibility this would be. Frank said the regional school committee. Andy agreed. Bill thinks there should be a trigger to alert that there is something that is incorrect. Pete asked if there was enforcement wrapped in this. Bill said he thinks this is essential. Frank thinks it should be DESE. He thinks all the towns should have town counsel review this before going through negotiations. What are the best practices? He thinks they should engage counsel early, not late.

The Committee continued to discuss and debate the intricacies of the agreement and where they would like to see the next steps in the process.

Bill Meehan thinks the Finance Committee needs to be more active and productive in this process to help ascertain the best agreement that the town can have.

## **6. Liaison Assignments and Reports**

Andy said that Peter and Donna visited the library and had a tour of the facilities. The purpose of the meeting was very productive, and the library was able to point out several areas of immediate need for repair/remediation. He thinks the library will be more of a priority in the budget in the future. There is a mold problem that is quite critical. Pete said he thinks the problems in the past would have been resolved with the renovation, but now that that has been taken off the table, more critical needs should be addressed now.

## **7. Approval of Minutes- none**

## **8. Request for agenda items for future meetings – please email Pete**

## **9. Matters Not Reasonably Anticipated by the Chair- none**

## **10. Next Finance Committee Meeting/Finance Committee calendar- Town Meeting 11/14/23**

Peter requested the members arrive 1/2 hour early in case there is a need for a brief Finance Committee Meeting before Town Meeting.

## **11. Adjournment**

**Bill Meehan *MOVED* to adjourn the meeting at 7:18 PM. Frank Bridges second.  
The Committee voted: 6-yes 0-no**

Respectfully submitted, Beth Devine

Packet of supporting materials on website for public review.