



Town of Brewster Select Board

2198 Main St., Brewster, MA 02631

townmanager@brewster-ma.gov

(508) 896-3701

SELECT BOARD MEETING AGENDA

2198 Main Street

January 8, 2024 at 5:30 PM

Select Board

Ned Chatelain
Chair

Mary Chaffee
Vice Chair

Kari Hoffmann
Clerk

Cynthia Bingham

Dave Whitney

Town Manager
Peter Lombardi

**Assistant Town
Manager**
Donna Kalinick

**Project
Manager**
Conor Kenny

**Executive
Assistant**
Erika Mawn

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

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

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

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

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

Passcode: 509224

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

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

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

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement: As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair.
5. Executive Session
 - a. To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body - 3057 Main Street & 400 W.H. Besse Cartway
 - b. To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares - Thomas Bott v. Town of Brewster, et al.
 - c. Review and Vote on Executive Session Meeting Minutes
6. Public Announcements and Comment: Members of the public may address the Select Board on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Select Board will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
7. Select Board Announcements and Liaison Reports
8. Town Manager's Report (page 3)
9. Consent Agenda (pages 4-43)
 - a. Meeting Minutes: December 18, 2023
 - b. Fee Waiver Request: Department of Public Works
 - c. Grant Application: Herring River Watershed Buildout Analysis (DEP Natural Resource Nitrogen Sensitive Area Grant)
10. Presentation of 2023 Council on Aging Needs Assessment and FY24-28 Age-Friendly Community Action Plan (Select Board FY24-25 Strategic Plan Goal CC-2)- Joint Meeting with Council on Aging (pages 44-78)



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(pages 79-159)

11. Update on Status of Local Marijuana Facilities – Haven Center & Cape Cod Grow Lab
12. Discuss and Vote on SEIU Side Letter Agreement (pages 160- 162)
13. Discuss and Vote on Proposed Updates to Select Board Policy #10 (pages 163-166)
14. Discuss Suggested Changes to Nauset Regional School Agreement (pages 167-214)
15. Discuss and Vote on Spring 2024 Town Meeting Date (page 215)
16. Vote to Open Spring 2024 Town Meeting Warrant
17. Review FY24-25 Select Board Strategic Plan & Discuss Key Policy Issues to Prep for Spring 2024 Town Meeting (pages 216-218)
18. FYIs (pages 219-232)
19. Matters Not Reasonably Anticipated by the Chair
20. Questions from the Media
21. Next Meetings: January 22, January 23, and January 31, 2024
22. Adjournment

Date Posted:
01/04/2024

Date Revised:

Received by Town Clerk:

'24 JAN 4 10:33AM

BREWSTER TOWN CLERK



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO



December 11, 2023

Peter Lombardi
Town Manager
2198 Main St.
Brewster, MA 02631

Dear Peter Lombardi,

We are pleased to announce that under the new administration of Governor Maura Healey and Lieutenant Governor Kim Driscoll, a total of \$100 million for Fiscal Year 2024 has been allotted from the Fair Share Amendment to support local infrastructure across the Commonwealth's 351 cities and towns.

Passed by voters in 2022, the Fair Share Amendment requires that revenue raised by the 4% surtax on taxable income over \$1 million be spent on public education and transportation. This apportionment continues to demonstrate the Administration's support in strengthening municipal partnerships and providing financial resources that support transportation improvements at the local level.

This letter certifies that your community's Fair Share apportionment for Fiscal Year 2024 is \$171,954.00.

The Fair Share Amendment funds will be distributed to communities using two formulas. The first \$50 million will be distributed using the traditional Chapter 90 formula based on local road mileage (58.33%), population (20.83%), and employment (20.83%). The other \$50 million will be distributed using a formula based on each municipality's share of road mileage.

This apportionment will automatically be incorporated into your existing Chapter 90 contract with MassDOT with no further action by the municipality. Apportionments for all communities are available online at www.mass.gov/chapter-90-program. Please note that the bill enacting these funds has been signed; the funds are now available for municipal use.

We look forward to working with you in the coming year to continue the success of our municipal partnerships.

Sincerely,

Maura Healey
Governor

Kim Driscoll
Lieutenant Governor

Consent Agenda Cover Page

a. Meeting Minutes: December 18, 2023

Draft meeting minutes from the Select Board meeting on December 18, 2023 have been presented for review and approval.

Administrative Recommendation:

We recommend that the Select Board approve the meeting minutes.

b. Fee Waiver Request: Department of Public Works

The Director of the Department of Public Works is requesting a \$100 application fee waiver for a joint hearing held by the Planning Board and Tree Warden for the proposed tree work along Millstone Road associated with the Millstone Road Improvement project.

Administrative Recommendation:

We recommend that the Select Board approve the fee waiver request.

c. Grant Application: Herring River Watershed Buildout Analysis (DEP Natural Resource Nitrogen Sensitive Area Grant)

Brewster is requesting grant funds to finance the initial phase of land use and nitrogen loading assessments needed to develop a targeted watershed management plan for Brewster's portion of the Herring River watershed. Financing is also requested for the development of *De Minimis* Watershed Permit Exemption applications for the areas in Brewster located in the Bass River and the Swan Pond River watersheds.

Administrative Recommendation:

We recommend that the Select Board approve the grant application request.



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MINUTES OF THE SELECT BOARD MEETING

REGULAR SESSION

DATE: December 18, 2023
TIME: 5:30 PM
PLACE: 2198 Main Street, Room A

Participants: Selectperson Chaffee, Selectperson Hoffmann, Selectperson Whitney, Selectperson Bingham, Town Manager Peter Lombardi, Project Manager Conor Kenny, Lindsay Erreca (AT&T), Mike Gradone (Recreation Director), Bay Property Planning Committee and Recreation Commission Members: Amanda Bebrin, Katie Jacobus, Kary Fryzel, Caroline McCarley, Tom Wingard, Roland Bassett, Jay Packet (Director of Golf Operations), Brook Clenchy (Nauset Schools Superintendent), Nauset Regional School Committee members: Tom Fitzgibbons, Rick Draper

Remote Participants: Selectperson Chatelain, Selectperson Bingham, Clare O'Connor Rice (BPPC), Chris Ellis and Marie Enochy (Recreation Commission), Ryan Burch (Natural Resources Director)

Absent: BPPC Members: Pat Hughes, Peter Johnson, John Phillips

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

Vice Chair Chaffee called the meeting to order at 5:40pm, declared a quorum and read both the meeting participation and recording statement.

Executive Session

To consider the purchase, exchange, lease, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body- 3057 Main Street & 400 W.H. Besse Cartway

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

The Board returned from executive session at 6:00pm.

Public Announcements and Comment

Chair Chaffee stated that Selectperson Bingham has left the meeting, but the Select Board still has a quorum.

Select Board Announcements and Liaison Reports

Selectperson Hoffmann thanked the Brewster Garden Club, who together with the help from the Brewster Men's Club hung swag and wreaths around Town.

Town Manager's Report

Mr. Lombardi acknowledged the members of the Martin Luther King Action Team, including Police Chief Eldredge, who met to discuss the impacts of policing on minorities in our communities. Members are being



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recognized by the Barnstable County Human Rights Commission with the Rosenthal Community Champion Award.

At the Sea Camps third community forum there were over 250 residents in attendance. There was good feedback and conversation in the breakout groups. The comment period was through December 10, and we received over 100 comments submitted. The consulting team will be sharing the key takeaways from the forum and the comment period to the planning committees in early January. All meeting materials, video, and the presentation are available on the Town website. The Town is planning to host the fourth and final forum on Thursday Feb 15th at 6pm, details to follow.

The State has been working to assemble funding for both canal bridges and has applied for over \$1B for federal funding. The State has committed \$700M for the Sagamore Bridge and has been awarded over \$370M in Federal Grant funding for the project.

The Department of Environmental Protection issued their new Title 5 and Nitrogen Sensitive Watershed regulations in July, at the time the requirement was to take effect this January, however they have pushed this out another 6 months. Mr. Lombardi shared that the Town has submitted our watershed permit Notice of Intent for the Herring River watershed and the exemption application for the Bass River Watershed and is planning on doing the same for the Swan Pond watershed. For Brewster residents the new Title 5 regulations, including transitioning to IA Technologies within 5 years, is on hold.

Special Town Meeting approved \$100K in November to develop a Pond Management Plan and conduct a pond pilot study, the Natural Resources Advisory Commission will lead this initiative. More information is available in the packet materials.

Discuss and Vote on AT&T Cell Tower Lease Amendment (1657 Main Street)

Conor Kenny stated that AT&T is requesting to install a new diesel generator at 1657 Main Street. The equipment modification request includes a new generator that would need to be constructed outside the existing leased area, which requires an amendment to the lease. Mr. Kenny shared that Town counsel has reviewed the draft least amendment with no concerns, the Fire Department expressed some concerns that AT&T have agreed to and revised their plan. The rent for AT&T will increase by \$250 per month. Lindsay Erreca, AT&T representative, noted that they are proposing to install an emergency backup generator to support AT&T's wireless facility. AT&T will be adding an additional 250 sq ft plus buffering that is accounted for in the additional monthly rent. She shared that AT&T is willing to provide landscaping around the generator at the Town's request.

Selectperson Hoffmann recommends that the Select Board approves the lease amendment and the associated generator work with the condition that AT&T secures the necessary permits from the building department and modifies their plans to incorporate the Fire Departments requests. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.



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Consent Agenda

- a. Approval of Meeting Minutes: July 21 and December 4, 2023
- b. Appointments: Amanda Bebrin (Bay Property Planning Committee) and Corey Gill (Zoning Board of Appeals)
- c. Facility Use Applications: Brewster Conservation Trust
- d. Letter of Support to Brewster Cemetery Association for Community Preservation Act Funding
- e. Request to Declare Surplus Items for Sale: Captains Golf Course
- f. Town Landing and Public Beach Access Request: Point of Rocks
- g. Fee Waiver Request: Brewster Historical Society

Selectperson Hoffmann provided an amendment to the minutes for July 21, 2023, on page 5.

Selectperson Hoffmann moved to approve the Consent Agenda with the amendments as printed in the packet. Selectperson Whitney second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.

Discuss and Vote on Friends of Brewster Dog Park Request to Purchase & Install Two Gazebos at Brewster Dog Park

Mr. Lombardi shared that the Friends of Brewster Dog Park have expressed interest in a fundraising campaign to fund two medium size gazebos, one in each of the dog park areas. These gazebos measure 12x16 with a minimum clearance of at least 7ft underneath. These are wood structures with a metal roof and the proposal is to install them over existing benches in each of the designated areas. To cover the bench area, the gazebos would also need to cover the paved walking paths. A local construction company, Mazzeo Construction has volunteered time and service. Selectperson Chaffee confirmed that the Department of Public Works has reviewed the request and conducted a site visit.

Selectperson Hoffmann moved to approve the request from the Friends of Brewster Dog Park to purchase and install two gazebos at the Brewster Dog Park. Selectperson Whitney second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.

Debrief on Summer 2023 Brewster Community Pool & Discuss Recommendations for Summer 2024- Joint Meeting with Bay Property Planning Committee & Recreation Commission (Select Board FY24-25 Strategic Plan Goal SC-1)

Bay Property Planning Committee Chair Amanda Bebrin called the meeting to order at 6:25pm, declared a quorum and completed a roll call. Recreation Commission Chair Roland Bassett declared that a quorum was not present for tonight's meeting and announced members who were in attendance.

Mr. Lombardi stated that the Town set realistic expectations on opening a community pool and tried our best to keep things simple in the first year to be able to build on success. Throughout the season we gathered data and acknowledged the complications and constraints that the Town was faced with. The



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Town had a fantastic season with great programming for our residents. Previously data was shared about year one, looking at lessons learned and receiving feedback for improvements.

Recreation Director, Mike Gradone provided a recap of the 2023 Season and provided the following recommendations for 2024:

- Pool Opening and Closing dates: June 15, 2024 – August 18, 2024 (extending the season by at least one week). The Town is unable to keep the season longer due to staffing constraints as most lifeguards leave in mid-August.
- Hours of Operation: 7 days a week from 6am – 6pm (continue with closure on Wednesday mornings for chlorine treatment).
- New offer of private pool rentals on Friday and Saturday evenings from 6pm – 8pm.
- Eligibility to continue for Brewster residents only and include:
 - Allow non-resident Town/School employees to purchase passes (similar benefit currently in place for beach, shellfish, and Recycling center permits)
- Programing will be similar to the 2023 season, with the following additions:
 - Start lap swim one hour earlier
 - Expand swim lesson classes and options to almost double for 2024 and remove pool membership requirement for swim lesson participants
 - Add more water aerobics classes

Mr. Lombardi reviewed that Town Meeting last fall approved a new revolving fund to manage pool revenues and expenses with \$200K for startup costs and \$250K for the pool parking lot. The 2023 expenses included:

- Estimated operating expenses was \$125K, actual operating expenses was \$100,676 (does not include gatekeepers who have been funded through American Rescue Plan Act funds which will not continue forever and will eventually come online).
- A part-time administrative assistant was hired at the Recreation Department, the peak season costs are incorporated in the actual expenses. Ultimately will be a cost that the Town will have to account for.
- Year 1 start-up expenses were estimated at \$75K, actual expenses were \$69,351.
- Balance of \$29,972 in start-up funds which has now been allocated to cover offseason capital.
- Of the \$250K for the parking lot project, less than \$70K was used due to Department of Public Works in house services, \$150K of the funds have been reappropriated to the Millstone Road Improvement project. We have a balance of \$32,258.

Mr. Lombardi then reviewed the 2023 pool revenues which came in at a little over \$113K in total revenues, with the largest percentage of pool memberships purchased were family memberships. The remainder were evenly split over the other four categories (individuals, individuals +1, seniors, and seniors +1). We sold over 350 guest passes, we originally worried about hitting the 100-swimmer threshold, but quickly realized we would have capacity to allow for more guests. We allowed residents to purchase up to 20 guest passes and didn't run into any issues. The Town held four drop-in days, these were not as well attended as anticipated, as we sold about 180 passes. The Town will have a little over \$100K in the pool revolving fund



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for next year. Mr. Lombardi stated that for the 2024 season, the Town recommends keeping the same fee structure and increasing the maximum number of guests passes to 25 per membership. Registration for next year will be through the MyRec online platform managed by the Recreation Department. We suggest a \$250 fee for private pool rentals for a two-hour period.

In closing Mr. Lombardi thanked those involved in making the 2023 season a success, the Town received consistent positive feedback from residents about the facility, programs, and staff.

Members of the Bay Property Planning Committee had the opportunity to share their feedback:

- Member Fryzel inquired about private party rentals and the limitations and responsibilities. Mr. Gradone responded that the details are still being worked out, but the fee will cover the operating expenses.
- Member Jacobus is in favor of rentals for potential revenue and asked about lifeguard training if that would also bring in additional revenue. Mr. Gradone shared that eventually there could be a regional program that might bring in revenue from other Towns, but as of now the training is for Brewster staff.

Recreation Commission member Chris Ellis asked to consider early morning open swim time for families with young children who are up early, and member Enochy asked to consider swim lessons for children with special needs.

Bay Property Planning Committee member Fryzel motioned to adjourn; member Jacobus seconded the motion. A roll call vote was taken. Member Jacobus- yes, member Fryzel- yes, member Chaffee-yes, member Whitney-yes, member McCarley-yes, member O'Connor Rice-yes, Wingard-yes, Chair Bebrin-yes. The vote was 8-Yes, 0-No.

Discuss and Vote on Proposed 2024 Captains Golf Course Rates and Additional Non-Resident Memberships

Golf Director Jay Packett presented the Captains Golf Course 2024 daily fee schedule which includes the daily greens fees for non-residents and cart fees. In reviewing the 5-year financial forecast plan, it was decided to propose a flat 5% increase for green fees. And 8% for cart fees. Included in the packet is a spreadsheet of the 2023 rates and the proposed 2024 rates.

Mr. Lombardi noted that the 5-year financial forecast was presented to the Golf Commission to help inform their decisions in recommendations for 2024 rates. This helps in looking ahead at looming capital, to make sure decisions around rate increase would not have a significant compounding effect in future years. Mr. Lombardi shared that for this year they are recommending a 5% increase, 6% the following year and then 7% in future years. The Golf Commission anticipates that they will have at least 5% annual rate increases for memberships and green fees each year going forward to make sure the enterprise fund is self-sustaining and that we are able to make the major capital investments to the irrigation and maintenance facility. It was noted that the rate increases are consistent with other course rates across the cape.



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Mr. Packett shared that through today for calendar year 2023, there have been 91,301 rounds, in which 44,598 were guests. There is almost a 50/50 mix, which is what the Golf Commission looks for.

Selectperson Hoffmann moved to accept the proposed 2024 Captains Golf Course rates. Selectperson Whitney second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.

Mr. Packett noted that the recommendation is to add an additional 25 non-resident memberships for the 2024 calendar year. Adding that in 2022 a moratorium was put in place allowing non-residents to join the Captains Golf Course because of the boom after Covid. This year when it came to tee time access, there were very few times when people got shut out completely, though their tee time may have not been their desired time, they still had the ability to play. Mr. Packett doesn't feel that 25 new members would have a negative effect.

Selectperson Hoffmann moved that the Select Board approves the proposed 2024 additional non-resident memberships as presented. Selectperson Whitney second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.

Update on Request to Amend Regional School Agreement & Status of Tuition agreements for Provincetown & Truro- Tom Fitzgibbons & Rick Draper, Nauset Regional School Committee

Mr. Lombardi reviewed that the Select Board had previously conveyed interest in reviewing the Regional Agreement that had not been revised in 20 years. The Select Boards in all three other Towns also expressed interest and support in re-opening the agreement. In early Fall, the School Committee had engaged with their legal counsel to start to look at the regional agreement and potentially make some changes. Parallel with this, was Brewster's interest in either seeking to have Truro and Provincetown join the district or negotiate new tuition agreements so that their contributions would incorporate the costs of the High School project.

Rick Drapper noted that Brewster had requested specially to adjust how enrollment is currently calculated and change to a rolling average. In review with their counsel, the Nauset Regional School Committee was advised that to change this requires an amendment to the entire agreement. It was also discovered that the Department of Elementary and Secondary Education (DESE) regulations and Mass. General Law changes have affected items in the agreement that needed to be addressed. Mr. Drapper shared that a subcommittee has been formed with one member from each of the district Towns who has reviewed the agreement piece by piece including counsel's recommendations and questions. There is a meeting scheduled for January in which the committee will review the rough draft of the agreement. Representation on the School Committee Board is specified by Mass General Law and is based on the population of each Town. Mr. Drapper reviewed that Brewster has four committee members each with one vote, Orleans has three members each with .8 votes, Eastham has two members each with 1.1 votes and Wellfleet has one member with 1.4 votes, this is ten members with ten total votes. Mr. Drapper noted that



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the subcommittee will be recommending adding a member from Wellfleet with each member having .7 votes.

Mr. Drapper reviewed that the recommended draft agreement will be presented to the School Committee, if approved it will be sent to DESE for review and then to each Town's Select Board and then ultimately to Town Meetings. If approved at all of the Town Meetings, it will be sent to the Commissioner for signature. Mr. Drapper noted that once approved by the School Committee they plan on holding information meetings for the public to understand how the school district works. Realistically the agreement would be in effect for the 2025-2026 school year.

Selectperson Chatelain requested that the School Committee think about public outreach and conducting a campaign to educate the public before the agreement is approved. Mr. Lombardi expressed his concern with the School Committee not soliciting feedback from the Towns who initiated the request for review of the regional agreement. Select Boards vote to place items on warrants for Town Meeting approval, Mr. Lombardi thinks it would be helpful to have their feedback before DESEs review and things move forward in a regulatory way.

Mr. Drapper responded that the School Committee is concerned with how stringent DESE can be and they want to present something that will be approved knowing that changes can be made to the agreement in the future.

There was discussion on the methodology used to calculate each member Towns capital and operating annual assessments. Mr. Drapper shared that there are two ways to calculate the methods, the Statute Method and the Alternative Method, however the Alternative method is not compliant with DESE and must be voted on each year when approving the budget. The School Committee will present the Alternative method and if voted down will use the Statutory Method. Mr. Drapper noted that this information will be included in the agreement, he also stated that the School Committee is recommending that the agreement be reviewed every five years. It was clarified that the School Committee would present the Alternative method, if Towns decided to vote against the budget using this method, it would revert to the Statutory Method. Ms. Hoffmann also expressed that public outreach will be important throughout the process.

Superintendent, Brooke Clenchy, noted that legal counsel has been involved in establishing a process that can be utilized in the future when deciding tuition agreements with Truro and Provincetown. Through regular meetings with the three district superintendents the key focus has been to be fair and equitable. Ms. Clenchy stated that the new contract needed a "course correction" and that both Truro and Provincetown are 100% responsible for their special education costs and transportation costs, which is different than choice students. The goal is to have a 5-year agreement with the option to renegotiate in years 4 and 5. Both districts declined to join the regional school district at this time.

Ms. Clenchy noted that since the two districts pay for their own special education and transportation costs, it is impossible to compare any of the per pupil averages. Significant points for the new contract include:

- A five-year duration



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- The base number will be \$23,108
- The increase for year 2 and 3 is 3% per year
- The opportunity to renegotiate in year 4 and an increase in year 5

Selectperson Chaffee acknowledged that both Truro and Provincetown have a great deal of pride in their identity, Brewster does too and as a member of the region we pay for the debt, noting the unfairness that has been communicated about the tuition agreement. Selectperson Chaffee noted that in the process described to create the latest agreement, there didn't seem to be an opportunity for our community leaders, finance committee leaders, Select Board members or public to have any visibility in the process or to participate. Ms. Clenchy responded that legal counsel noted the responsibility of the administration to work with the School Committee to complete this agreement.

Ms. Clenchy will be providing the Select Board more information about not applying the portion of increases to offset debt, as this has not been conveyed to Town Manager's in previous meetings. It would be helpful to understand where in the statute that there is a prohibition against tuition agreements paying for capital or debt.

There was discussion about the base number, Mr. Fitzgibbons shared that the clearest way to begin was to use a DESE number. The 2021- 2022 costs per pupil was \$23,341, then added 7.8% as that was the increase on the budget. The base of \$25,161 is the amount of money that would cover the operating expenses, ultimately what was negotiated was \$26,500 as the base. Considering Special Education and transportation, the negotiation settled at \$23K. Mr. Fitzgibbons added that this is a very robust contract, with a 12% increase over last year with a correction included and two years of inordinate expense.

Selectperson Chatelain expressed his thoughts on the base number noting that it is important that our per pupil costs is higher than the DESE number. He also asked why the district is confident in a 3% increase in the out years and requested the same for budget increases for Brewster without Special Education and transportation.

Discuss and Vote on Potential Changes to Non-Commercial Shellfish Rules & Regulations

Last month the Select Board discussed the best way to approach our Senior Shellfish permits, ultimately the Board decided to legacy the residents who had previously purchased lifetime permits at no cost going forward. These permits will need to be renewed annually at no cost; all new Senior Shellfish permits will have a \$15 cost annually. The Natural Resources Department has developed some recommended changes to the non-commercial shellfish regulations to try to clarify different distinctions.

Ryan Burch noted the popularity of the program and how the department talked with staff and assistant wardens to review the different scenarios that they have faced including:

- Multiple generations in the same household, can there be a Senior permit and Family permit in the same household?
- If one spouse qualifies for a Senior permit and the other partner is younger, can they have a Senior permit and a family permit?



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- Can someone in the same household as a Senior permit holder use their permit to harvest shellfish?
- Is the senior shellfish permit solely for the person named on the permit?
- Does a Senior shellfish Permit holder have to be engaged in the harvest actively or can someone else in the household harvest if the Senior permit holder is present, say in the parking lot)?

The goal was to simplify the permits and redefine the Family Shellfish permit and add a definition of a Senior Shellfish permit. The recommendations are:

- Family Shellfish Permit (add-on to existing definition): Each family permit may name up to four people on the permit that meet the qualification defined above. The named permit holder must be actively engaged in shellfish harvest activities and present at the location of the harvest activities. If additional names need to be added, proof of legally domiciled residence in the Town of Brewster is required. Only one Family Shellfish permit may be issued per residential address.
- Senior Shellfish Permit (add-on to existing): This permit is for the sole use of the qualified person named on the permit. This permit cannot be used by spouses, children, or grandchildren even if domiciled in the same residence. The permit holder must be actively engaged in shellfish harvest activities and present at the location of the harvest activities. Only one Senior Shellfish permit may be issued per residential address.
- Household Permits (new regulation): In the case where multiple generations occupy the same residential address, there may be one Senior Shellfish Permit and one Family Shellfish Permit issued to the same residential address. In the case where one spouse qualifies for a senior shellfish permit and one does not, the second spouse may purchase a Family Shellfish permit or assist the senior holder in fishing.

Selectperson Hoffmann clarified that any family member that is listed on the Family Shellfish permit may use the permit. She continued that Senior Shellfish permit holders want the ability to bring someone with them as long as they are present and actively taking part in shellfish harvest but can only take their limit as outlined on the permit. Mr. Burch responded that this is correct and will look at clarifying the regulations. He also clarified that the Senior shellfish permit holder needs to be actively engaged in the harvesting of shellfish. This is consistent with how other Towns regulate their permits.

Selectperson Hoffmann moved that the Select Board accept the changes to the non-commercial shellfish rules and regulations with the amendments discussed. Selectperson Whitney second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.

FYIs

None

Matters Not Reasonably Anticipated by the Chair

None

Questions from the Media



Town of Brewster

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

Office of:
Select Board
Town Manager

None

Next Meetings

January 8, January 10, January 22 and January 23, 2024

Adjournment

Selectperson Whitney moved to adjourn at 8:29pm. Selectperson Hoffmann second. A roll call vote was taken. Selectperson Chatelain-yes, Selectperson Hoffmann-yes, Selectperson Whitney-yes, Chair Chaffee-yes. The Board vote was 4-Yes, 0-No.

Respectfully submitted by Erika Mawn,
Executive Assistant

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

Accompanying Documents in Packet: Agenda, TM Report, Consent Agenda items, Brewster Dog Park Gazebo Request, Brewster Community Pool Information, 2024 Captains Golf Course Rates and Memberships, Non-Commercial Shellfish Rules & Regulations, Regional School Agreement & Tuition Agreement Information, AT&T Cell Tower Information, FYIs

DRAFT

Archived: Friday, December 22, 2023 1:42:32 PM

From: [Griffin Ryder](#)

Sent: Thursday, December 21, 2023 2:18:26 PM

To: [Erika Mawn](#)

Cc: [James Jones](#) [Conor Kenny](#)

Subject: Millstone Road Improvement Project => Planning Board Application Fee Waiver Request

Importance: Normal

Sensitivity: None

Hi Erika-

The DPW respectfully requests that the Select Board grant an application fee waiver (\$100 fee) for the Planning Board to hold a joint hearing with the Tree Warden on proposed tree work along Millstone Road (a designated scenic road) associated with the Millstone Road Improvement project pursuant to Massachusetts General Laws Chapter 87, Section 3 and Chapter 40, Section 15C.

Please let me know if you have any questions or need additional information.

Thanks!

Griffin

Griffin Ryder, P.E.

Director of Public Works

Town of Brewster

508.896.3212

gryder@brewster-ma.gov



Department of Environmental Protection

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

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

2023-2024 Natural Resource Nitrogen Sensitive Area Grant Program **Notice of Grant Opportunity**

1. GRANT OPPORTUNITY SUMMARY:

- A. **Proposals Sought:** The Massachusetts Department of Environmental Protection (MassDEP or the Department) seeks proposals from Massachusetts municipalities or other government entities that meet the definition of “Local Government Unit,” as defined in 314 CMR 21.02, and have a watershed that has been designated as a Natural Resource Nitrogen Sensitive Area under 310 CMR 15.000, Title 5. The purpose of this grant program is to assist municipalities in a variety of activities, identified below, which facilitate completion of a Watershed Management Plan (WMP) for the purpose of completing a Watershed Permit application or De Minimis Load application, each of which address solutions to cultural eutrophication caused by nitrogen pollution from wastewater and other sources. Only planning activities that contribute to or come from a Watershed Management Plan, Watershed Permit application, or De Minimis Load application (as defined in 314 CMR 21.00) will be considered for funding. Through this grant program, MassDEP seeks to facilitate and advance Local Government Units’ application for a Watershed Permit or De Minimis Load application under 314 CMR 21.00 by offering funding for Eligible Projects to Eligible Entities as further defined below. Interested entities should refer to the regulations here:

<https://www.mass.gov/regulations/314-CMR-2100-watershed-permit-regulations>

The funding for this Grant Program is available only for work conducted during the Commonwealth of Massachusetts State Fiscal Year 2024 (July 1, 2023 - June 30, 2024). However, the work proposed to be funded may be part of a larger, ongoing project that exceeds Massachusetts State Fiscal Year 2024.

- B. **Overview and Goals:** A primary source of nitrogen contamination of coastal estuaries in Cape Cod is nitrogen loading from on-site septic systems. MassDEP, in conjunction with local Boards of Health, regulates these systems through its “Title 5” regulations, 310 CMR 15.000. On July 7, 2023, MassDEP promulgated revisions to these regulations. These regulations established new Natural Resource Nitrogen Sensitive Areas (NRNSAs) to more effectively address nitrogen impacted estuaries in the Commonwealth so that the waterbodies will meet state Surface Water Quality Standards for that particular pollutant, as found and outlined in 314 CMR 4.00. Currently, 31 watersheds of Cape Cod have been designated as NRNSAs under Title 5.

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

The regulations also establish new requirements for these NRNSAs. These requirements are designed to more effectively address specific problems related to the impairment of coastal estuaries arising from high densities of septic systems. More specifically, the Title 5 revisions require that any system serving new construction incorporate Best Available Nitrogen Reducing Technology by July 8, 2024 (as extended by DEP), unless the local government unit submits a Notice of Intent, a Watershed Permit application or a De Minimis Load application to stay this requirement. For existing systems, there is a 2-year Notice of Intent period, after which if no NOI, Watershed Permit or De Minimis application is filed, any existing facility with a Title 5 system must incorporate Best Available Nitrogen Reducing Technology within five (5) years of the end of the Notice of Intent period. While the enhanced treatment requirements for septic systems will result in significant reductions in nitrogen pollution, they may not be the most effective and efficient way to restore the impacted estuaries and achieve established water quality goals.

Therefore, MassDEP promulgated a second, concurrent regulatory revision formally establishing a “watershed permit process” under 314 CMR 21.00: Watershed Permit Regulations. A Watershed Permit provides a 20-year timeframe to implement a more comprehensive solution to address nitrogen loading to the watershed. As noted above, if Local Government Units obtain a Watershed Permit that covers an NRNSA (i.e., an area that would be subject to the updated Title 5 regulations), the above Title 5 NRNSA requirements will not become effective for that area. The watershed permit process requires Local Government Units to complete a Watershed Permit application as described by 314 CMR 21.03 or De Minimis Load application as described in 314 CMR 21.12. A Watershed Management Plan (WMP) is a required component of the Watershed Permit application and may be part of a De Minimis Load application. Other components of a watershed permit application may include a Comprehensive Wastewater Management Plan (CWMP), a Comprehensive Water Resource Management Plan (CWRMP), or a Targeted Watershed Management Plan (TWMP).

Through this grant program, MassDEP seeks to facilitate and advance Local Government Units’ applications for Watershed Permits or De Minimis Load Exemption under 314 CMR 21.00 by offering funding for Eligible Projects to Eligible Entities as further defined below.

- C. Environmental Justice:** MassDEP is committed to advancing equity, diversity, and environmental justice (EJ)¹ through its public investments. The agency seeks to prioritize the direction of these resources to benefit EJ communities and to address environmental inequities. To that end, MassDEP grant and funding programs include criteria and evaluation parameters that emphasize equity, diversity, and environmental justice, consistent with each program’s statutory authority and source of funding. Preference will be given to projects that provide direct benefit to environmental justice populations. Information on which communities are classified as environmental justice populations can be found at <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts>.

¹ “Environmental justice is based on the principle that all people have a right to be protected from environmental hazards and to live in and enjoy a clean and healthful environment regardless of race, color, national origin, income, or English language proficiency. Environmental justice is the equal protection and meaningful involvement of all people and communities with respect to the development, implementation, and enforcement of energy, climate change, and environmental laws, regulations, and policies and the equitable distribution of energy and environmental benefits and burdens.” See Environmental Justice Policy of the Executive Office of Energy and Environmental Affairs (updated June 24, 2021): <https://www.mass.gov/doc/environmental-justice-policy6242021-update/download>.

- D. **Eligible Entities:** Eligible Entities are regional or local government units that: (a) meet the regulatory definition of "Local Government Unit" as defined in 314 CMR 21.02; and (b) are seeking a Watershed Permit to address nitrogen pollution in one (1) of the 31 Cape Cod watersheds designated as an NRNSA under Title 5. The NRNSA Address Lookup Map can be found at <https://mass-eoeea.maps.arcgis.com/apps/webappviewer/index.html?id=96035fe034044e2596b49168b0e35d8e>

Local Government Unit - Any town, city, district, county, commission, agency, authority, board or other instrumentality of the commonwealth or of any of its political subdivisions, including any Local Government Unit (314 CMR 21.02).

- E. **Eligible Projects:** Eligible projects will assist Local Government Units in completing Watershed Management Plans for the purpose of applying for a Watershed Permit, each of which address solutions to cultural eutrophication caused by nitrogen pollution from wastewater and other sources. Proposed projects must be in one (1) of the 31 Cape Cod watersheds designated as an NRNSA to be eligible. Interested applicants can use the MassDEP Designated Natural Resource Area Nitrogen Sensitive Area Address Lookup Map to determine if their project is eligible. The NRNSA Address Lookup Map can be found at <https://mass-eoeea.maps.arcgis.com/apps/webappviewer/index.html?id=96035fe034044e2596b49168b0e35d8e>.

Only planning activities that contribute to, or come from, a Watershed Management Plan (WMP), a Comprehensive Wastewater Management Plan (CWMP), a Comprehensive Water Resource Management Plan (CWRMP), a Targeted Watershed Plan (TWMP), Watershed Permit application or De Minimis Load application (as defined in 314 CMR 21.00) will be considered for funding. Preference will be given to Eligible Projects that provide a benefit to the Local Government Unit's environmental justice populations, if present and applicable.

Watershed Management Plan or WMP – A plan that:

- (a) is consistent with a 208 Plan, if such plan exists, as determined by the designated areawide planning agency under § 208 of the Clean Water Act, 33 U.S.C. § 1288;
- (b) includes or is supplemented with the information and documentation specified in 314 CMR 21.03(2), unless the Department determines otherwise;
- (c) is based on one or more Comprehensive Wastewater Management Plans (CWMPs), Comprehensive Water Resource Management Plans (CWRMPs), or Targeted Watershed Management Plans (TWMPs), as defined in 314 CMR 21.02, which may serve as the WMP if all requirements of this definition are met; and
- (d) provides a schedule and description of actions to achieve Necessary Nitrogen Load Reductions. Unless otherwise determined by the Department, the WMP may address pollutants other than nitrogen (314 CMR 21.02).

Watershed Permit – A permit issued by the Department pursuant to 314 CMR 21.00 for one or more watersheds with a term of no longer than 20 years, including the Pleasant Bay Watershed Permit (Permit No. 001-0) that was issued August 3, 2018, by the Department prior to the promulgation of 314 CMR 21.00 (314 CMR 21.02).

Both existing and proposed projects are eligible for this grant program, and funding will support work activities for the planning phase of Watershed Management Plans or a Watershed Permit, so long as the work funded by this program is conducted during FY2024 (i.e., July 1, 2023, through June 30, 2024). All applications must include a feasible timeline for completion of the proposed work (i.e., illustrating that

the work being proposed for funding can be completed on or before the June 30, 2024, deadline). For proposed projects including work conducted before submission of the Grant Application, but on or after July 1, 2023, the Applicant must provide documentation, such as invoices, in the Grant Application.

Only planning activities that contribute to, or come from, either a Watershed Management Plan or a Watershed Permit (as defined in 314 CMR 21.00) will be considered for funding. Examples of Eligible Projects include, but are not limited to:

- Planning activities necessary to complete a watershed permit application as explained by 314 CMR 21.03(2) or De Minimis Load application as explained by 314 CMR 21.12. This includes, but is not limited to:
 - Completing a Watershed Management Plan, CWMP, TWMP, or Scientific Evaluation;
 - Assessment of nitrogen loads; or
 - Modeling of nitrogen reduction scenarios.
- Planning activities required by approved watershed permit. This may include, but is not limited to:
 - Data analysis of ambient water quality monitoring results; or
 - Permeable reactive barrier design.
- Review of ambient water quality monitoring, modeling, and/or other measures for the purpose of demonstrating de minimis load within a watershed or sub-watershed.

Construction or implementation projects will not be considered for funding. Examples of projects that are not eligible for funding include, but are not limited to:

- Construction or implementation projects, including but not limited to:
 - Construction of approved sewerage;
 - Upgrades to existing wastewater treatment facilities and/or septic systems; or
 - Installation of a permeable reactive barrier.
- Continued operation or maintenance of wastewater treatment facilities or upgraded septic systems.

Ownership of all equipment or resources purchased pursuant to a grant award shall remain the property of the grantee.

- F. **Application Deadline:** Applications are due electronically by 5:00 P.M., E.S.T. on Friday, January 5, 2024.
- G. **Page Limit:** Grant Applications, including the budget sheet but excluding the cover sheet, must not exceed fifteen single-sided (15) pages in length. The cover sheet (Attachment A) is at the end of this document is also available online at <https://www.mass.gov/info-details/grants-financial-assistance-watersheds-water-quality#natural-resource-nitrogen-sensitive-area-grant-program>
- H. **Funding Availability:** MassDEP anticipates that up to \$300,000 in total funding may be available for projects through this program. Grant Awards may range from \$20,000 to \$300,000 per applicant, although MassDEP reserves the right, in its discretion, to grant smaller awards to proposals of exceptional merit. If there are remaining unspent capital funds available from other Department projects during the period between the announcement of this grant opportunity and the announcement

of the grant awards, the Department reserves the right to allocate supplemental funds to this grant solicitation and/or initiate additional funding rounds.

Applicants may seek funding for Eligible Projects that will exceed the length of the grant award period (i.e., past June 30, 2024); however, only work that is proposed to be completed on or before June 30, 2024, is eligible for funding. In addition, work conducted after July 1, 2023, but before the date of the execution of the grant contract award, may also be eligible for funding. All funding for awards issued through this program are subject to the availability of appropriations or funding from other Department sources.

- I. **Match and Other Funding Obligations:** Applicants are not required to provide matching funds. However, applicants are encouraged to identify other known sources of funding for a proposed project on the Application Form, from both secured and anticipated sources, which may make the Application more competitive during review and evaluation by MassDEP.

In addition, Applicants are advised that grant awards involving capital funds are required to be disbursed on a cost reimbursement basis, meaning that grantees will be reimbursed for funds already expended. To receive reimbursement for funds expended, grantees must submit a written request for payment, along with any other required documentation. Grantees are strongly encouraged to submit written requests for payment, and any corresponding supporting documentation, on or before June 30, 2024, as well. Please see section 1.L. for more information on required documents.

- J. **Bidders' Conference:** A Bidders' Conference using Microsoft Teams will be held on Tuesday, December 19, 2023, at 10:00 AM to field questions from Grant Applicants. To obtain the meeting link information or the Teams link please contact Caroline Adamson via email at Caroline.P.Adamson@mass.gov with "FY 2024 NRNSA Grant Bidders' Conference Details" in the email subject line.

- K. **Total Anticipated Duration of Grant(s):** The contract duration will be through June 30, 2024. MassDEP reserves the right to extend the contract duration solely for the purposes of performance completion consistent with the terms of the Grant Award contract.

- L. **Required Documentation:** Upon completion of the proposed work, and with submission of the final request for reimbursement, all Grant Awardees shall submit a one (1)-page Final Report summarizing their project tasks, including links or copies to the work product completed during the contract period.

MassDEP reserves the right to request additional materials, information, or other documentary evidence demonstrating completion of work and/or compliance with program requirements. MassDEP also reserves the right to withhold funding until receipt of satisfactory materials, information, or other documentary evidence demonstrating completion of work and/or compliance with program requirements.

- M. **Applicable Procurement Law:** Grants: MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00.

2. INSTRUCTIONS FOR APPLICATION SUBMISSION:

- A. Evaluation Criteria (general):** In order to be considered for a grant award, Applicants must submit a completed application that: includes all required supporting materials; consent to program terms and conditions; provides an affirmative commitment to completing the proposed work by June 30, 2024; and meets program eligibility requirements. A MassDEP review committee will evaluate proposed projects based upon the criteria listed below. The review committee reserves the right to reject any or all proposals.

Evaluation Criteria Components: The review committee will evaluate and score the grant applications from Eligible Entities (as previously defined in Section 1.D. of this Grant Opportunity) based upon the following criteria:

Project Description (20 points)

- How well does the Applicant describe the proposed or existing project and the work to be covered by this funding?
- How well does the Applicant articulate how the proposed project will help the Eligible Entity achieve/meet the goals of the Grant Program and Title 5 requirements?
- If some or all of the proposed project includes a request for reimbursement for eligible costs incurred after July 1, 2023, and before submission of the Application, has the Applicant included a description of the project that is partially or fully completed?
- Are all elements of the proposal eligible under the listed criteria for this grant program and do not include construction/implementation and/or continued operational/ maintenance costs?

Meet Regulatory Requirements (15 points)

- Does the Applicant demonstrate how the proposed project intends to contribute to the development of a Watershed Management Plan, Watershed Permit application, or De Minimis Load application under 314 CMR 21.00, De Minimis Load application and/or Title 5?

Financial Need (5 points)

- How well does the applicant demonstrate the Eligible Entity's need for financial assistance to support the Proposed or Existing Project?

Project Budget and Timeline (10 points)

- How well does the Applicant estimate and describe the project's costs within the application? Pricing details, such as quotes, may also be attached as supporting information.
- If some or all of the proposed or existing project includes a request for reimbursement for eligible costs incurred after July 1, 2023, and before submission of the Application, has the Applicant attached all documentation supporting the request for reimbursement for these project costs? Attachments do not count towards the 15-page limit.
- Does the Applicant demonstrate a realistic understanding of project costs by providing a budget with detailed and credible cost estimates or an invoice of actual costs?
- Does the Applicant identify and describe any match or other funding sources that will support the project?
- How well does the Applicant demonstrate a realistic understanding of the timeline for the proposed work?

Qualifications of Organization and Project Manager (10 points)

- How well does the Applicant describe the qualifications of the Eligible Entity and its project manager to carry out the proposed project?

Project Benefit (25 points)

- MassDEP will evaluate the proposed project’s contribution to a Watershed Management Plan and/or pursuit of a Watershed Permit application or De Minimis Load application. Specifically, the Department will look at how the proposed project furthers the goal of the Local Government Unit in comprehensively addressing nitrogen impacts in the watershed.

Environmental Justice (15 points)

- How does the proposal describe direct benefits to environmental justice (EJ) populations? (Information on which communities are classified as EJ communities can be found at <https://www.mass.gov/info-details/environmental-justice-communities-in-massachusetts>).
- How well does the project specifically benefit EJ populations?
- How are EJ populations, EJ communities, or EJ organizations involved in the proposed project?

B. Application Completion and Submission Instructions: All Applicants must include the attached application form (Attachment A) in their application and submit the packet electronically, as a Microsoft Word or Adobe PDF file, by 5:00 p.m. E.S.T., on Friday, January 5, 2024.

Applications shall be submitted to Caroline Adamson via email at: Caroline.P.Adamson@mass.gov. Please include the Applicant name AND “NRNSA Grant Program” in the subject line. Attachment A, Section 1 and 2 are at the end of this document or available for download at:

<https://www.mass.gov/info-details/grants-financial-assistance-watersheds-water-quality#natural-resource-nitrogen-sensitive-area-grant-program->.

Applications received after the deadline will be automatically rejected. MassDEP reserves the right to reject any and all proposals or request additional information, if needed.

C. Additional Required Documentation:

If selected for a Grant Award, the Applicant will be required to submit the following forms to complete the Grant Award contracting process. Forms with an asterisk (*) need not be submitted, if they have been completed previously and are already on file with the Commonwealth:

- Commonwealth Standard Contract Form, filled out and signed by the applicant. The Standard Contract Form is listed under Contracts on this website: www.macomptroller.org/forms
- Commonwealth Terms and Conditions. www.macomptroller.org/forms
These Terms and Conditions are incorporated by reference into the Standard Contract Form, and do not need to be executed separately.
- Commonwealth W-9 tax information form filled out and signed by the applicant with DUNS number and Federal Tax ID(*). www.macomptroller.org/forms
- Completed Contractor Authorized Signatory Listing Form. www.macomptroller.org/forms
- Electronic Funds Transfer (EFT) form(*). <https://www.mass.gov/how-to/tips-for-completing-the-electronic-funds-transfer-eft-form>
- Scope of Work

Applicants are encouraged to review these forms prior to submission of an application.

3. ESTIMATED CALENDAR FOR GRANT APPLICATION/AWARD:

Event	Date	Time
Notice of Grant Opportunity (posted on COMMBUYS and MassDEP website)	Tuesday, December 12, 2023	
Bid Release Date (Posting Date) on MassDEP website	Tuesday, December 12, 2023	
Bidders' Conference: Via Teams. To obtain dial-in information or the Teams link please contact Caroline Adamson via email at Caroline.P.Adamson@mass.gov with 'FY 2024 NRNSA Grant Bidder's Conference Details' in the email subject line.	Tuesday, December 19, 2023	10 A.M.
Deadline for Submission of Questions to MassDEP, either at Bidders' Conference or prior to deadline, via email to: Caroline.P.Adamson@mass.gov	Wednesday, December 20, 2023	3 P.M.
Official Answers for Q&A published on MassDEP website	Friday, December 22, 2023	5 P.M.
<u>GRANT APPLICATION DEADLINE; ELECTRONIC SUBMISSION TO: Caroline.P.Adamson@mass.gov</u>	Friday, January 5, 2024	5 P.M.
Notification of Grant Award(s) (Estimated) (POSTED ON COMMBUYS AND MASSDEP WEBSITE)	Friday, March 8, 2024	
Estimated Contract Start Date	Friday, March 29, 2024	

ATTACHMENT A

Natural Resource Nitrogen Sensitive Area
2023-2024 Grant Program Application

Sections 1 and 2 of this Application Form are available for download at: www.mass.gov/info-details/grants-financial-assistance-watersheds-water-quality#natural-resource-nitrogen-sensitive-area-grant-program

Overview: The Massachusetts Department of Environmental Protection (MassDEP or the Department) seeks proposals from Massachusetts municipalities or other government entities that meet the definition of “Local Government Unit,” as defined in 314 CMR 21.02, and have a watershed that has been designated as a Natural Resource Nitrogen Sensitive Area under 310 CMR 15.000, Title 5. The purpose of this grant program is to assist municipalities in a variety of activities which facilitate completion of a Watershed Management Plan (WMP) for the purpose of completing a Watershed Permit application or De Minimis Load application, each of which address solutions to cultural eutrophication caused by nitrogen pollution from wastewater and other sources. Only planning activities that contribute to or come from a Watershed Management Plan, Watershed Permit application, or De Minimis Load application (as defined in 314 CMR 21.00) will be considered for funding. For more information, please see the Notice of Grant Opportunity.

Section 1: Applicant Information

Applicant Name: _____

Project Title: _____

Short description of the work (<5 sentences)

Requested Funds: _____ Matching Funds (optional): _____

Name of person completing form: _____ Title: _____

Address: _____

Phone: _____ Email: _____

By checking this box the applicant confirms that they are authorized to submit this grant application on behalf of the specified Permittee listed above.

Section 2: Ability to Perform Proposed project

A. Ability to Use Funds: If awarded an NRNSA Grant, the awardee must be able to enter into a contract with MassDEP within 15-30 days of Grant Award.

By checking this box the Applicant acknowledges and agrees that its entity is able to enter into the contract and perform the project and meet all requirements of this state grant.

Section 3: Application Structure

Please include the following sections in your application:

Project Description: Describe the Eligible Project and the proposed work to be covered by this funding. Include proposed project tasks, desired outcome(s) for the project, and how the Eligible Entity will be helped to meet the goals of the grant program and Title 5 requirements by the project. If all or some of the Eligible Project includes a request for reimbursement for eligible costs incurred after July 1, 2023, and before submission of the Application, please include a description of the project partially or fully completed.

Meet Regulatory Requirements: Describe how the proposed project intends to contribute to the development of a Wastewater Management Plan and/or application for a Watershed Permit or De Minimis Load under 314 CMR 21.00?

Financial Need: Describe the need for financial assistance to implement the proposed project, including other anticipated or secured funding sources that will support portions of the project (if applicable).

Project Budget and Timeline: Describe the anticipated cost associated with the Eligible Project. Demonstrate a realistic understanding of project costs by providing a budget with detailed and credible cost estimates. For any in-kind or monetary match, explain how extensive it is and how it will be made available to the project. If all or some of the Eligible Project includes a request for reimbursement for eligible costs incurred after July 1, 2023, and before submission of the Application, please attach documentation supporting these project costs. Include a timeline for the proposed work (and/or work that is in the process of completion). Please explain in detail how the proposed work can be feasibly completed by June 30, 2024, or earlier.

Qualifications of Organization and Project Manager: Describe the qualifications of the Eligible Entity and its project manager relevant to carrying out the proposed project.

Project Benefit: Describe how the proposed project contributes to a Watershed Management Plan and/or pursuit of a Watershed Permit application or De Minimis Load application. Include information specific to how the Proposed Project furthers the goal of the Local Government Unit in comprehensively addressing nitrogen impacts in the watershed.

Environmental Justice: If applicable, describe in detail how environmental justice populations will benefit directly from the proposed project, and whether EJ populations, EJ communities, or EJ organizations will be involved in the proposed project.

ATTACHMENT A

Natural Resource Nitrogen Sensitive Area
2023-2024 Grant Program Application

Section 1 and 2 of application Form available for download at <https://www.mass.gov/info-details/grants-financial-assistance-watersheds-water-quality#natural-resource-nitrogen-sensitive-area-grant-program>

Overview: The Massachusetts Department of Environmental Protection (MassDEP or the Department) seeks proposals from Massachusetts municipalities or other government entities that meet the definition of “Local Government Unit,” as defined in 314 CMR 21.02, and have a watershed that has been designated as a Natural Resource Nitrogen Sensitive Area under 310 CMR 15.000, Title 5. The purpose of this grant program is to assist municipalities in a variety of activities which facilitate completion of a Watershed Management Plan (WMP) for the purpose of completing a Watershed Permit application or De Minimis Load application, each of which address solutions to cultural eutrophication caused by nitrogen pollution from wastewater and other sources. Only planning activities that contribute to or come from a Watershed Management Plan, Watershed Permit application, or De Minimis Load application (as defined in 314 CMR 21.00) will be considered for funding. For more information, please see the Notice of Grant Opportunity.

Section 1: Applicant Information

Applicant Name: Town of Brewster

Project Title: Grant Request for Herring River, Bass River and Swan Pond River Watersheds

Short description of the work (<5 sentences)

The Town requests funding for three NRNSA projects. One is to begin the Herring River Targeted Watershed Management Plan. The second is to fund the Bass River De Minimis Watershed Permit Exemption Application for the Bass River Watershed. The third is to fund the exemption application for the Swan Pond Watershed. These projects are needed to fulfill the Town's requirements under the new Title 5 and watershed permit regulations.

Requested Funds: __\$77,053.0 Matching Funds (optional): \$6,830.00

Name of person completing form: Peter Lombardi Title: Town Manager

Address: Town of Brewster 2198 Main Street, Brewster, MA 02631

Phone: 508-896-3701 x 1128 Email: plombardi@brewster-ma.gov

By checking this box the applicant confirms that they are authorized to submit this grant application on behalf of the specified Permittee listed above.

Section 2: Ability to Perform Proposed project

A. Ability to Use Funds: If awarded an NRNSA Grant, the awardee must be able to enter into a contract with MassDEP within 15-30 days of Grant Award.

By checking this box the Applicant acknowledges and agrees that its entity is able to enter into the contract and perform the project and meet all requirements of this state grant.



Town of Brewster

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

Office of the:
Select Board
Town Manager

**Natural Resource Nitrogen Sensitive Area Grant Application
Herring River Watershed Targeted Watershed Plan Development
Swan Pond River and Bass River Watershed *De Minimis* Watershed Permit Exemption
Applications
Town of Brewster, MA**

Project Description

Portions of the Town of Brewster are located within four watersheds designated by the Massachusetts Department of Environmental Protection (MassDEP) as Natural Resource Nitrogen Sensitive Areas. The four areas include the Pleasant Bay, Herring River, Bass River, and Swan Pond River watersheds (Figure 1). Brewster is one of the four towns that worked with MassDEP to develop the Pleasant Bay watershed permit, the first watershed permit issued in Massachusetts. In developing and implementing this permit, the town has gained experience with the requirements established by Mass DEP in the new Watershed Permit Regulations (314 CMR 21.00). This experience has set the Town up to begin work to develop appropriate planning and permitting strategies for the three other watersheds located in Brewster. The Town's goal is to properly manage the nitrogen loads in these watersheds to suspend the septic system upgrade requirements established in the recent updates for Nitrogen Sensitive Areas in the State Environmental Code Title 5 (310 CMR 15.00).

The Town's Integrated Water Resource Management Plan (IWRMP, HW, Inc., 2013) recognizes that the Town needs to manage any water quality issues associated with these watersheds, along with the need to protect drinking water quality and protect and restore freshwater ponds.

Brewster is requesting grant funds to finance the initial phase of land use and nitrogen loading assessments needed to develop a targeted watershed management plan for Brewster's portion of the Herring River watershed. Financing is also requested for the development of *De Minimis* Watershed Permit Exemption applications for the areas in Brewsters located in the Bass River and the Swan Pond River watersheds. These projects are summarized below.

Herring River Watershed Targeted Watershed Management Planning

Brewster's portion of the Herring River watershed is in the southern portion of Town. This area is at the upgradient end of the watershed and the nitrogen loads from most of the land areas flow into one or more ponds or wetlands before impacting the Herring River. Therefore, a significant portion of the Town's nitrogen load is attenuated by 50% or more before it reaches

the river. Past work conducted by the Horsley Witten Group, Inc. (HW) for the Town documented that the baseline nitrogen load in Brewster at the time of the Herring River Massachusetts Estuaries Project (MEP) report did not exceed the threshold nitrogen loading limits for the subwatershed areas in Brewster. Therefore, the Town's responsibility in this watershed is to manage further development to ensure any additional nitrogen load remains below these threshold levels (HW, December 2014).

The Town submitted a Notice of Intent (NOI) to submit a watershed permit application to Mass DEP on November 21, 2023. A notice regarding the submission was published in the December 8, 2023 Environmental Monitor and also published in a local newspaper, the Cape Cod Chronicle. The NOI provides the schedule that the Town plans to follow to complete the permitting process within seven years from when the new Title 5 and Watershed Permit regulations were established.

Brewster is requesting grant funds to finance the work needed to complete the initial phase of the Targeted Watershed Management Plan that will be submitted to MassDEP no later than July 6, 2030. This work includes the following tasks.

- Development of an updated buildout assessment for properties in Brewster's portion of the watershed, taking into account changes in development since the MEP report was completed and changes in the Town's zoning and health regulations.
- Calculating the nitrogen load associated with the potential new development using the nitrogen loading factors and processes used in the MEP report. These calculations will include the attenuation factors applied to each subwatershed and take into account the nitrogen loading limitations required under the Town's Water Quality Review Bylaw for properties in the watershed that are also located in a Zone II wellhead protection area. The regulations limit the overall nitrogen load on each property in a Zone II to 5 mg/L.
- Creation of conceptual plans for 2-4 nitrogen management strategies that could be implemented in the future watershed permit, including centralized wastewater treatment, onsite septic systems with nutrient treatment and the possibility of a nitrogen trade with the Town of Harwich.
- Development of initial cost estimates for implementing these plans to assist in selecting an appropriate approach to include in the permit.
- Development of a report documenting this information that will become the initial chapters of the Targeted Watershed Management Plan.

The creation of this report will provide the Town with the information needed to select options to manage the nitrogen load associated with buildout and plan for the future costs needed both to finalize the Watershed Permit application and to implement the chosen nitrogen management strategies.

A proposal from HW documenting the scope of this work and the associated costs is included in this application (Appendix A). The development of the NOI was conducted beginning in October 2023, and the remaining tasks will be completed no later than June 30, 2024, all within the

current State Fiscal Year. The work will follow the requirements contained in the new Watershed Permit regulations. No construction, implementation or ongoing operational/maintenance costs are included in this grant request.

Brewster plans to hold two public meeting regarding this work. One will discuss the results of the buildout analysis and the regulatory strategies the town is considering to limit the nitrogen impacts of future buildout. The second will present the initial concepts to manage any increase in nitrogen load and get public input on which option should be selected and how it should be financed. These public meetings are provided as a match to this grant request.

Bass River Watershed *De Minimis* Watershed Permit Exemption Application

Brewster submitted this application to MassDEP on November 21, 2023. The work began in October 2023, so the expenses associated with this application were all incurred within the 2024 State Fiscal Year. The application document can be found on the Town's website at <https://www.brewster-ma.gov/town-projects/pages/integrated-water-resource-management-planning-implementation>. It documents the baseline nitrogen load from properties in Brewster's portion of the watershed at the time MEP report was completed for the Bass River Watershed and provides updated nitrogen loads based on 2023 land use data and projected buildout conditions. Overall, Brewster's contribution of nitrogen to the Bass River watershed is less than 0.3% of the total, controllable load throughout the watershed; well below the 3% threshold that must be met to apply for and receive a *De Minimis* Watershed Permit Exemption. In fact, the projected buildout load is lower than the baseline nitrogen load from properties in Brewster because the town has acquired and/or attached conservation restrictions to a former cranberry bog and other undeveloped properties in this watershed. Therefore, this application meets the requirements under Title 5 to suspend the need for property owners in this watershed to upgrade their septic systems (310 CMR 15.215(2)).

The exemption application was developed in accordance with the new Watershed Permit regulations and the public notification followed the requirements in the new Title 5 regulations to inform local residents that the requirements of upgrades of septic systems in this watershed are suspended. The Town is awaiting MassDEP's review of the application and will make any necessary edits to the application or answer questions about the nitrogen loading assessment as needed. No construction, implementation or ongoing operational/maintenance costs are required in this grant request.

Swan Pond River Watershed *De Minimis* Watershed Permit Exemption Application

In Brewster, the watersheds to the Bass River and Swan Pond River overlap significantly and there are only two additional parcels in the Swan Pond watershed not in the Bass River watershed. The overlap exists because the watershed areas in Brewster flow to the NW Dennis Wells subwatershed. This subwatershed then contributes groundwater and nitrogen to both the Bass River and Swan Pond River estuaries.

Brewster has developed a draft *de minimis* watershed permit application for the Swan Pond River watershed and will finalize and submit it to MassDEP once the review of the Bass River application is completed. This will allow for changes to the application based on lessons learned from the Bass River application process. The work began in October 2023 and will be completed no later than March 2024, so the expenses associated with this application will all be within the 2024 State Fiscal Year. The draft application documents the baseline nitrogen load from properties in Brewster's portion of the watershed at the time the Massachusetts Estuaries Project report was completed for the Swan Pond River Watershed and provides updated nitrogen loads based on 2023 land use data and projected buildout conditions. Based on the draft report, Brewster's contribution of nitrogen to the Swan Pond River watershed is less than 0.7% of the total, controllable load throughout the watershed; well below the 3% threshold that must be met to apply for and receive a *De Minimis* Watershed Permit Exemption. As with the Bass River watershed, the projected buildout load is lower than the baseline nitrogen load from properties in Brewster because the town has acquired and/or attached conservation restrictions to a former cranberry bog and other undeveloped properties in this watershed. Therefore, this application will also meet the requirements under Title 5 to suspend the need for property owners in this watershed to upgrade their septic systems (310 CMR 15.215(2)).

The exemption application is being developed in accordance with the new Watershed Permit regulations, and the public notification requirements in the new Title 5 regulations will also be followed to inform local residents that the requirements of upgrades of septic systems in this watershed are suspended. No construction, implementation or ongoing operational/maintenance costs are included in this grant request. A public hearing to discuss the implications of the two exemption applications will be held and financed by the Town as a match to this grant request.

Compliance with Regulatory Requirements

All three of these watershed permitting projects meet the needs of the Town to develop a watershed permit or complete a *De Minimis* Watershed Permit Exemption Application and therefore suspend the need for local property owners to upgrade their septic system under the new Title 5 Nitrogen Sensitive Natural Resource Area regulations.

The exemption application for the Bass River watershed clearly demonstrates that the existing and future nitrogen load in this area is 0.3%, or ten times below the 3% threshold for the controllable nitrogen load, meeting the requirements for this application under the watershed permit regulations (314 CMR 21.12). The calculations developed for the draft Swan Pond River application also document that this exemption application meets the 3% threshold, with the baseline and updated nitrogen loads both below 0.7%.

Financial Need

The Town's financial plans for fiscal year 2024 did not include the development of these watershed permitting projects as the proposed rules were not in effect when the 2024 budget

was approved for 2024. The majority of this type of work is typically included in the Town’s five-year Capital Improvement Plan which was last updated in May 2023 at the time these regulations were still in draft form. At that point, the final requirements for these projects were not finalized and the work the Town would need to do was not fully known.

In the recent past, the Town’s water resource planning work has focused on the implementation of the Pleasant Bay Watershed Permit, including ongoing work to optimize the use of fertilizers at the Captains Golf Course, to finalize the nitrogen load associated with buildout and to develop a plan to meet the threshold loads for both existing and future loads. It has also focused on the restoration of freshwater ponds in Brewster. A portion of the funding for these projects had to be reallocated for the development of the two exemption applications and the Herring River NOI after the regulations came into effect in July 2023. This reduced the funding available for the Town’s ongoing work with freshwater ponds and the Pleasant Bay watershed planning.

Brewster welcomes the opportunity to request these grant funds to allow the Town to complete the work needed for these three watersheds in a timely fashion while also continuing to comply with the Pleasant Bay permit and move forward to restore Brewster’s freshwater ponds.

Project Budget and Timeline

Town of Brewster is requesting \$77,053.00 to finance these three projects as detailed in Table 1.

Table 1: Summary of Requested Funding

Herring River Watershed	\$49,600.00 for work to begin in January 2024
Bass River Watershed Exemption Application	\$12,944.00 for work conducted between August and December 2023
	\$1,960.00 to address DEP comments on application submitted in November 2023
	\$14,954.00 - Total Bass River request
Swan Pond River Exemption Application	\$8,749.00 for work conducted between August and December 2023
	\$3,750.00 to finalize submission and public notices
	\$12,499.00 - Total Swan Pond River request
Total Fund Request	\$77,053.00

A description of the budget required for each of the three watershed funding requests is provided below. They include documentation for the costs incurred since the exemption application projects began earlier in this fiscal year and for proposed costs for work that will be completed between now and June 30, 2024. Following these discussions, the value of the proposed in-kind town staff services and consultant fees that are provided as a match to the grant fund requests are documented.

Herring River Targeted Watershed Plan Development

The overall cost for this project is estimated at \$49,600.00 as shown on the attached proposal from the Horsley Witten Group (Appendix A). The work is expected to begin in January 2024 and will be completed by June 30, 2024, prior to the end of the fiscal year. The NOI to create a watershed permit for the Herring River was submitted in November 2023 and the cost for this submission is provided as a match to this grant request.

Bass River *De Minimis* Watershed Permit Application Development

The Town spent \$12,994.00 between August and December 2023 to develop and submit this application and to publish the required public notices. The work conducted to develop and submit the application began in August 2023, prior to the announcement of this grant opportunity. A labor transaction report documenting the time billed to this task through December 2023 is provided in Appendix B. Please note the work to develop this application took place within the 2024 fiscal year. Appendix C shows that the remaining budget for this task is \$1,960.00 which will be used to coordinate with MassDEP on questions regarding the submission and/or updates to the document. Therefore, the total grant request for this task is \$14,954.00. The timing of the remaining work depends on the receipt of any comments or questions on the application from MassDEP and Brewster will work to complete it no later than June 30, 2024 and hopefully sooner.

Swan Pond River *De Minimis* Watershed Permit Application Development

The Town spent \$8,749.00 between August and December 2023 to develop the draft of this exemption application and prepare drafts of the required public notices. A labor transaction report documenting the time billed to this task through December 2023 is provided in Appendix B. Please note the work to develop the draft application took place within the 2024 fiscal year. Appendix C shows that the remaining budget for this task is \$3,750.00 which will be used to finalize the document, submit it to Mass DEP and publish announcements in the Environmental Monitor and the Cape Cod Chronicle. Therefore, the total grant request for this task is \$12,499.00. This work will be completed no later than April 2024.

Proposed In-Kind Services and Consultant Fees to Match the Grant Requests

The Town is offering total match of \$6,830.00 in consultant fees and \$4,000 of in-kind services to support the funding requested from MassDEP. This work includes the following tasks:

- \$1,380.00 in consulting fees for the development of the NOI for the Herring River NOI filing -
- \$4,000.00 in consulting fees and \$3,000.00 in in-kind services for two public hearings for the Herring River watershed planning work including a discussion on the results of the buildout analysis and a discussion on the proposed strategies for nitrogen management.

- \$1,500.00 in consulting fees and \$1,000.00 in in-kind services for one public hearing to discuss the two de minimis watershed permit exemption applications and their impact on town residents.

Qualifications of Organization and Project Manager

Water resource planning work in Brewster is led by the Town's Water Resources Task Force. The Task Force is led by Peter Lombardi, the Town Manager and includes the Select Board Chair, the Natural Resources Director, the Health Director, the Town Planner, the Water Superintendent, the Board of Health Chair, the Natural Resources Advisory Commission Chair, and the President of the Brewster Ponds Coalition.

The work on the proposed projects will be directed by Chris Miller, the Director of Natural Resources for Brewster. Mr. Miller has been leading the Town's Integrated Water Resource Planning Work for the last ten years and, prior to that, he was a significant contributor to the IWRMP planning done from 2010 through 2014. Mr. Miller is the Town's representative on the Pleasant Bay Alliance and has participated in the development and implementation of the Pleasant Bay watershed permit development and implementation, giving him significant experience in the watershed permit process. He also directs the consulting work provided by HW which has worked with the Town since 2011 on the development and implementation of the IWRMP.

The engineering work to complete the three projects for which funding is requested will be conducted by HW, led by Mark Nelson, P.G. HW has worked with the Town of Brewster since 2011 to complete the IWRMP and to support the development and implementation of the Pleasant Bay watershed permit. This work has included the previous analysis of the nitrogen load reductions that Brewster must meet for the Herring River watershed. This work, and work to analyze the buildout nitrogen load for the Pleasant Bay watershed has given HW staff extensive experience in the nitrogen loading calculations used in the MEP models for the Natural Resource Nitrogen Sensitive Areas on Cape Cod. This gives the firm a good foundation for the nitrogen loading calculations needed for the *De Minimis* Watershed Permit Exemption applications for Bass River and Swan Pond River watersheds and for the updated buildout assessment needed for the Herring River Watershed. In addition, HW participated in the public comment process led by MassDEP to develop the new Title 5 and watershed permit regulations and recommended that a process to manage a Town's requirements for watersheds with limited nitrogen impacts be developed. These comments likely helped MassDEP develop the *De Minimis* Watershed Permit Exemption Application process.

Project Benefits

In September 2023, the Brewster Select Board directed the Town to implement the planning and permitting work necessary to suspend the new Title 5 upgrade requirements for properties in Natural Resource Nitrogen Sensitive Areas. The three projects described here are the ones

needed to comply with this direction as they represent the three watersheds, outside of the Pleasant Bay watershed that are subject to the new regulations (see Figure 1).

The planning work for the Herring River watershed is an essential first step in developing the necessary Targeted Watershed Plan that will be needed to support the permit application for this watershed. It will give the Town a clear picture of the required nitrogen load reductions and conceptual plans on how to achieve these reductions. This project was described in the NOI submitted to MassDEP in November and will provide the information needed to confirm the nitrogen load reductions needed in this area and evaluate possible solutions needed to submit a watershed permit application. It will also provide clear information that can be presented to local residents so they understand what work will be required to implement the permit and how much it will cost. This work will be presented to local residents in two public meetings (initial meeting to present the preliminary list of approaches to limit buildout nitrogen, second meeting to present final report).

The creation and submission of the two *De Minimis* Watershed Permit Exemption Applications completes the Town's work to meet the new requirements for the Bass River and Swan Pond River watersheds, suspending the need for property owners in these areas to upgrade their septic systems. Completion of these projects will allow the Town to focus on the implementation of the Herring River and Pleasant Bay permits as well as on the implementation of freshwater pond restoration projects. There will be a public meeting presenting the results of the *De Minimis* exemptions if granted by MADEP.

Environmental Justice

As shown in Figure 1, there are no environmental justice communities within Brewster that are located in the three watersheds associated with these projects. There are environmental justice communities in the Herring River, Bass River, and Swan Pond River watersheds, but they are located in Dennis and Harwich.

The work proposed for the Herring River watershed will benefit downgradient areas in Harwich by reducing the future nitrogen load from future development. Similarly, the completion of the exemption applications for Bass River and Swan Pond River watersheds confirms that Brewster's nitrogen load does not impact the water quality in these estuaries in which environmental justice communities are located. Brewster provided public notifications regarding the Herring River NOI and the Bass River Exemption application to the local newspaper available to the environmental justice communities in Harwich. Moving forward, Brewster is committed to working with its neighboring towns on completing the Herring River watershed permitting and restoration and will work to identify opportunities to support the environmental justice communities within this watershed.

References

Horsley Witten Group, Inc. 2013. Integrated Water Resource Management Plan, Phase II. Town of Brewster, MA.

Horsley Witten Group, Inc. December 2014. Analysis of Herring River Massachusetts Estuaries Project Report.

List of Appendices

Appendix A: Herring River Buildout and Nitrogen Loading Assessment Proposal, Including Proposed Budget.

Appendix B: Summary of Costs Incurred for the Development of the Bass River and Swan Pond River *De Minimis* Watershed Permit Exemption Applications.

Appendix C: Documentation of Proposed Costs to Complete the Bass River and Swan Pond River *De Minimis* Watershed Permit Applications.



Memorandum

To: Chris Miller, Director, Brewster Department of Natural Resources
From: Mark Nelson
Date: December 18, 2023
Re: Proposed Scope of Work for Herring River Buildout and Nitrogen Loading Evaluation

As you requested, I have prepared the following scope of work to conduct an updated buildout assessment and associated nitrogen loading evaluation for the Herring River watershed in Brewster. The goal is to determine how much nitrogen must be removed from the Town's portion of the watershed and begin the initial planning for options to meet the necessary removals. This information will form the foundation for the watershed permit application that will be submitted to the Massachusetts Department of Environmental Protection (MassDEP).

A previous evaluation by the Horsley Witten Group, Inc. (HW) found that the nitrogen load from existing development in the Town's portion of the Herring River Watershed is low enough that it meets the threshold levels for protecting water quality in the River. However, the load associated with future development will have to be managed to keep the overall load below the required threshold levels. Therefore, HW proposes to conduct a buildout assessment for this watershed and calculate the associated nitrogen load resulting from any new development. Based on this information, HW will provide an initial evaluation of the options for managing this load.

Task 1: Buildout Assessment

HW will review the Town's land use records to determine where development in the Herring River watershed has taken place since the Massachusetts Estuaries Project (MEP) report for the Herring River was developed in 2013. HW will also analyze the potential for additional development in the watershed based on the Town's current zoning and regulatory requirements. This analysis will be

based on the previous town-wide buildout assessment conducted in 2010, with updates for parcels with new development since that time, and for parcels that have been permanently protected for open space purposes. A total number of potential new houses and businesses will be determined for use in the nitrogen loading calculations to be developed in Task 2. HW will submit a draft of the buildout assessment to the Town Planner for review prior to completing the assessment.

Estimated Cost: \$17,440

Task 2: Calculation of Required Nitrogen Reduction Needed

HW will calculate the potential nitrogen load from the future development using the nitrogen loading factors applied in the MEP report for the Herring River. This analysis will be done for each individual subwatershed contributing to the Herring River that exists in Brewster. It will also apply the attenuation factors used in the MEP report for these subwatersheds as this information is needed to confirm the potential impact on the Herring River. The additional nitrogen load from buildout in each subwatershed will be compared to the maximum, threshold load established in the MEP report and the required nitrogen reductions will be calculated.

Estimated Cost: \$11,700

Task 3: Initial Assessment of Options to Meet the Nitrogen Reduction Goals.

HW will develop a list of nitrogen management options for the Herring River watershed to reduce the impact of future development and meet the required nitrogen reduction goals. This could include options such as the use of advanced septic system treatment technologies, a neighborhood wastewater treatment facility, a nitrogen trade with the Town of Harwich and other potential options. This evaluation will take into account how the nitrogen attenuation in certain watersheds affects the overall nitrogen removal that can be accomplished. It will also consider how plans to meet the Herring River threshold loads could also be used to protect freshwater ponds in the watershed. HW will develop a preliminary list of options for review by the Town. Once the list is finalized, HW will provide an overview of each option, an initial, conceptual estimate of the cost and other issues to consider, such as long term operation and maintenance.

Estimated Cost: \$10,480

Task 4: Draft and Final Report

HW will prepare a draft report summarizing the information developed in Tasks 1-3 for review by the Town. Upon receipt of comments, HW will prepare a final version providing recommendations on the next steps needed to develop a watershed permit for the Herring River watershed.

Estimated Cost: \$10,340

Total Estimated Cost: \$49,960

HW is prepared to begin this work upon authorization from the Town and will finalize the work within six months of our notification to proceed.

2023 RATES

Client: Town of Brewster
 Project: Herring River Watershed Planning
 Project Location: Brewster, MA
 Proposed Budget: \$49,960.00

Task	Description	Principal	Associate Principal	Senior Associate	Senior Environmental Professional; Senior Engineer III	Senior Engineer II; Senior Planner II; Senior Scientist II; Senior Surveyor II	Senior Engineer I; Senior Environmental Scientist I; Senior GIS Technician; Senior Landscape Architect I; Senior Planner I	Designer III, Engineer III; Planner III; Scientist III; Surveyor III; System Administrator III; GIS/Engineering Technician III	Designer II; Engineer II; GIS Specialist II; Landscape Architect II; Planner II; Scientist II	CAD-GIS Technician I; Designer I; Emergency Response Planner I; Engineer I; Graphic Designer I; Landscape Architect I; Planner I; Scientist I	Admin	Survey Crew	Intern	Totals	
		Claytor, Estey, Kelly, Lee, Nelson*, Noble	Bernardo, Kitchell, Kuchar, Price, Simon*	Baker, Ball, Camilli, Ford, Keefer, West	Massa, Relstab	Daley, Henderson, Kennedy, Kite, MacKenzie, Moravec	Bernabe, Beigert, Carlson, Cohen, Davis, Easler, Glover, Kroll, Laham, Pereira, Stanish	Demanche, Hoffman, Kittila, McWatters, Ogonek, Procton, Reale-Munroe, Snider, Veary, Wollman	Armstrong, Brandt, Cady, Chatelain, Feeney, Gustavessen, Kappler, King, Lehman, McCarthy, Queenan	Guerzon, Knight, Poldor, Rae, Seward-Aponte, Spink-Colborn*, Webster	Administrative	2-person Survey Crew	Intern		
	Rates	\$230	\$205	\$195	\$190	\$170	\$150	\$130	\$120	\$110	\$70	\$170	\$70		
1	Task 1: Buildout	24		16			24	40						104.0	\$ 17,440.00
2	Task 2: Nit Reduction calcs	16		12				40	4					72.0	\$ 11,700.00
3	Task 3: Nit reduction options	16				16		24	8					64.0	\$ 10,480.00
...	Task 4: Draft and final Report.	16		8		6		24	8					62.0	\$ 10,340.00
	hours	72.0	0.0	36.0	0.0	22.0	24.0	128.0	20.0	0.0	0.0	0.0	0.0	302.0	\$49,960.00
	HW LABOR TOTALS	\$16,560.00	\$0.00	\$7,020.00	\$0.00	\$3,740.00	\$3,600.00	\$16,640.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	302	\$49,960.00

Labor Total \$ 49,960.00

Labor Transactions ET - Horsley Witten Group, Inc.

7/1/2023 to 12/31/2023

11109N Integrated Water Resource Management Plan FY24

		Total Expenses Tasks 4 and 5	\$	21,743.00
11109N:04 Task 4: Development of the Watershed Permit Exemption Application for the Swan Pond River Watershed				
		18.	\$	8,749.00
<i>Demanche, Michael</i>				
9/21/2023		2.75	\$	358.00
<i>Parcel data correlation for assessment</i>				
9/22/2023		1.5	\$	195.00
9/25/2023		4.5	\$	585.00
9/26/2023		4.5	\$	585.00
<i>Meeting, looking into spreadsheet calculations</i>				
10/5/2023		0.75	\$	98.00
11/21/2023		2.5	\$	325.00
<i>GIS figure update and tables for permit app. Fixing accessory building determination issue</i>				
<i>Rood, Tricia K.</i>				
11/28/2023		0.5	\$	35.00
<i>coord 2 newspaper legal ads</i>				
12/1/2023		0.5	\$	35.00
<i>legal ads for 2 filings</i>				
12/4/2023		0.5	\$	35.00
<i>Nelson, Mark E</i>				
8/28/2023		5	\$	1,150.00
10/30/2023		2	\$	460.00
10/31/2023		2	\$	460.00
11/1/2023		3	\$	690.00
11/6/2023		3	\$	690.00
11/28/2023		3.75	\$	863.00
11/20/2023		2	\$	460.00
12/1/2023		1	\$	230.00
12/4/2023		2.5	\$	575.00
12/21/2023		4	\$	920.00
11109N:05 Task 5: Development of the Watershed Permit Exemption Application for the Bass River Watershed				
		49.25	\$	12,994.00
<i>Demanche, Michael</i>				
10/13/2023		3.5	\$	455.00
10/16/2023		3.5	\$	455.00
10/18/2023		3	\$	390.00
10/19/2023		6.5	\$	845.00
<i>Brewster Landuse and GIS figures for report</i>				
10/20/2023		7.5	\$	975.00
10/23/2023		5.5	\$	715.00
<i>calculations QC and table productionGIS figure for parcel classification changes</i>				
10/24/2023		2	\$	260.00
<i>GIS figure edits, calculation tables updates for controllable loads</i>				
10/26/2023		0.5	\$	65.00
11/29/2023		4	\$	520.00
<i>GIS figures</i>				
11/30/2023		5	\$	650.00
<i>Calculations, figure edits</i>				
12/3/2023		4	\$	520.00
<i>Updated Swan Pond River figures and calculations</i>				
12/5/2023		0.25	\$	33.00
<i>Swan Pond river area calculation</i>				
12/6/2023		0.75	\$	98.00
<i>report proofread</i>				
<i>Rood, Tricia K.</i>				
10/24/2023		0.75	\$	53.00
<i>assist mark with formatting report</i>				
10/26/2023		1	\$	70.00
11/22/2023		1	\$	70.00
12/4/2023		0.5	\$	35.00
<i>legal ad</i>				
<i>Nelson, Mark E</i>				
8/21/2023		3	\$	690.00
9/14/2023		1	\$	230.00
9/15/2023		1	\$	230.00
9/19/2023		1	\$	230.00
10/3/2023		2	\$	460.00
10/4/2023		3.5	\$	805.00
10/24/2023		5.5	\$	1,265.00
10/25/2023		4	\$	920.00

Labor Transactions ET - Horsley Witten Group, Inc.

7/1/2023 to 12/31/2023

11/7/2023	2	\$	460.00
11/9/2023	1	\$	230.00
11/10/2023	1	\$	230.00
11/20/2023	0.5	\$	115.00
11/21/2023	1	\$	230.00
11/22/2023	3	\$	690.00



Memorandum

To: Chris Miller, Town of Brewster Natural Resources Director
From: Mark Nelson
Date: January 4, 2024
Re: Budgets for Completion of the Bass River and Swan Pond River *.De Minimis* Watershed Permit Exemption Applications.

As you requested, I have prepared estimates of the costs required to complete the remaining work on the Bass River and Swan Pond River *De Minimis* Watershed Permit Exemption Applications. The estimates are based on the work done to date on these applications and the required efforts to complete them and address any comments from the Massachusetts Department of Environmental Protection (MassDEP) as they complete their review. Details are provided below.

Bass River Application

This application has been submitted and the public notifications have been taken place in the Environmental Monitor and the Cape Cod Chronicle. The remaining work includes time needed to address any comments or make edits to the report based on input from Mass DEP. The cost for this work is \$1,960.00 as documented on the attached spreadsheet. The costs to date for this project are \$12,994. This additional effort will raise the budget for this work to \$14,954.00.

Swan Pond River Application

This application has been drafted and submitted to the Town for review. The remaining work includes time needed to complete a review of the calculations used in the report, address any comments from the Town, develop the notifications to be published in the Environmental Monitor and the Cape Cod Chronicle and finalize the maps that will be included in the report. Time is also allocated to make edits to the report based on input from Mass DEP. The cost for this work is \$3,750.00 as documented on the attached spreadsheet. The costs to date for this project are \$8,749.00. This additional effort will raise the budget for this work to \$12,4994.00

Aging in Brewster: A Community Needs Assessment

Key Findings and Recommendations

Commissioned by the Brewster Council on Aging

Caitlin Coyle, PhD, Beth Rouleau, MS

Center for Social & Demographic Research on Aging

Gerontology Institute

University of Massachusetts Boston



Acknowledgments

This project would not have been possible without support from:

- ❖ Elton Cutler, Director of the COA
- ❖ Sharon Tennstedt, co-chair, Council on Aging Board
- ❖ Andrea Nevins, co-chair, Council on Aging Board
- ❖ All the stakeholders and residents who took time to participate in interviews, focus groups, and the survey

Background & Purpose

- This project was commissioned by the Town of Brewster to identify and plan for the needs, interests, preferences, and opinions of Brewster residents age 60 and older.
- The final report is meant to:
 - Inform strategic planning by the Brewster Council on Aging, and organizations that work with and on behalf of older residents of Brewster, about the strengths and challenges of aging in Brewster
 - Present recommendations to support the Town and COA in responding to the changing demographics and the community concerns

Project overview

Components of the Brewster COA Needs Assessment

Demographic profile

11 Key informant interviews (Spring 2023)

3 Focus groups (Fall 2023)

**Community Survey 50+ (February, n=1,390)
(23% response rate)**

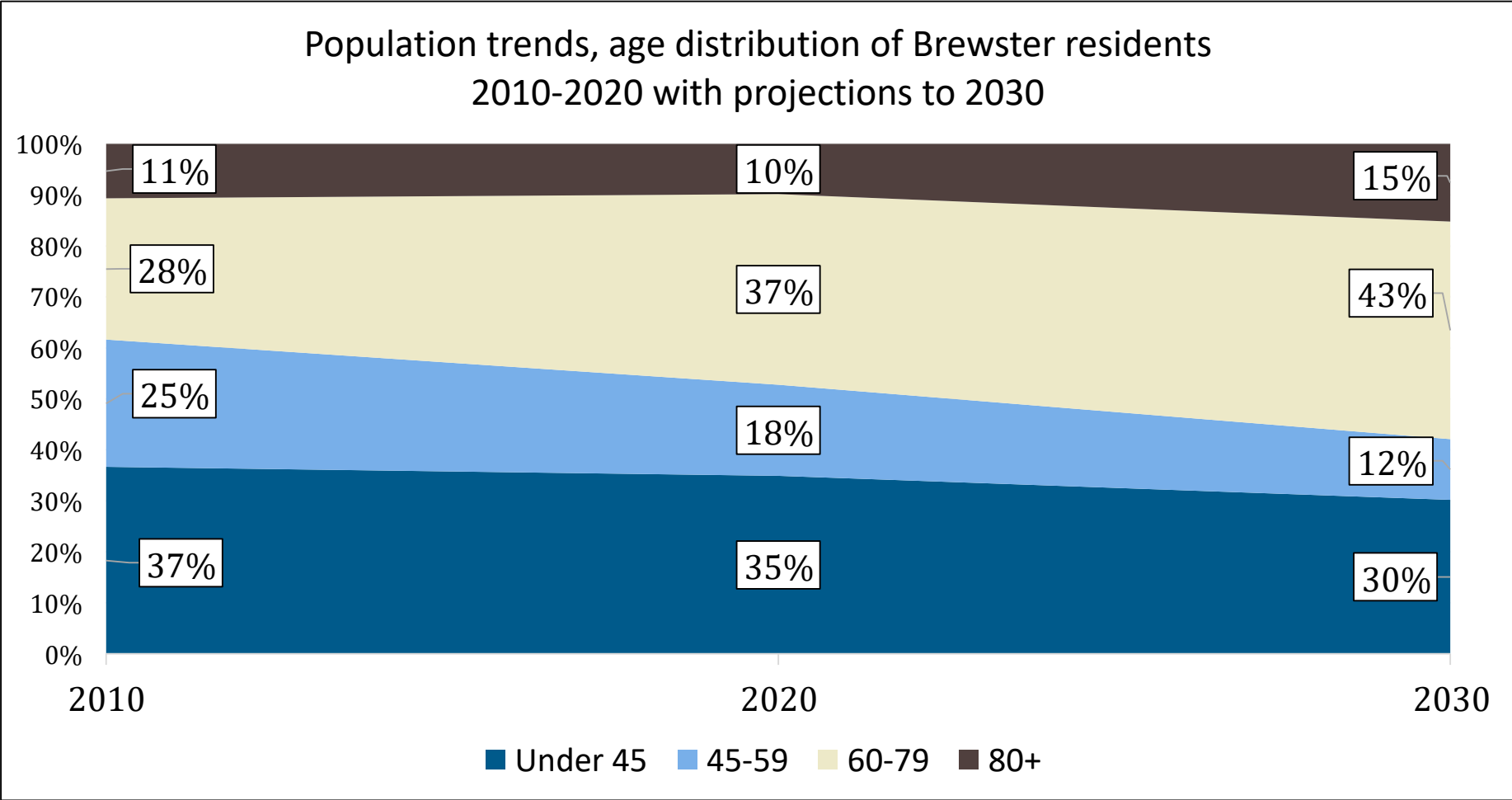
Document review



Key Findings

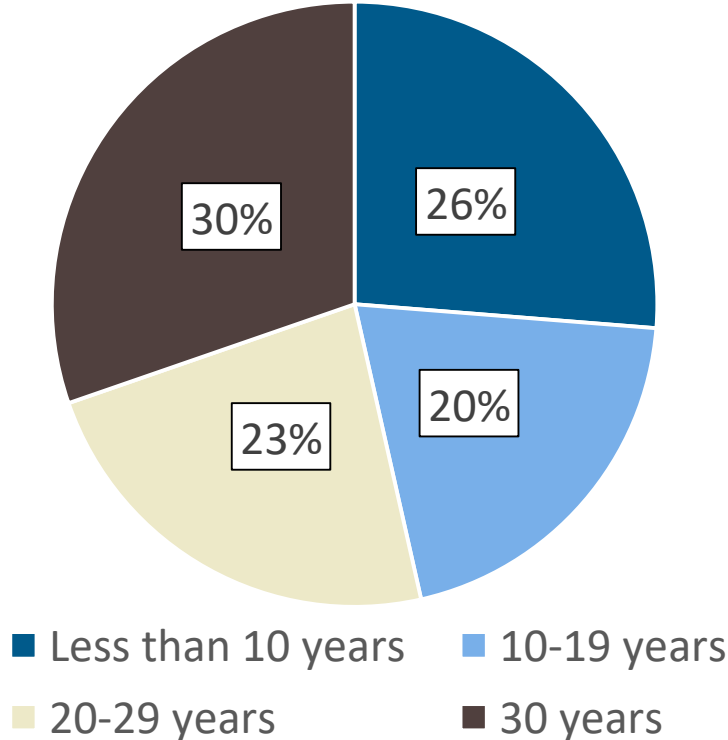
Information synthesized from all data sources

Older residents make up nearly half of the Brewster population...and that is expected to increase

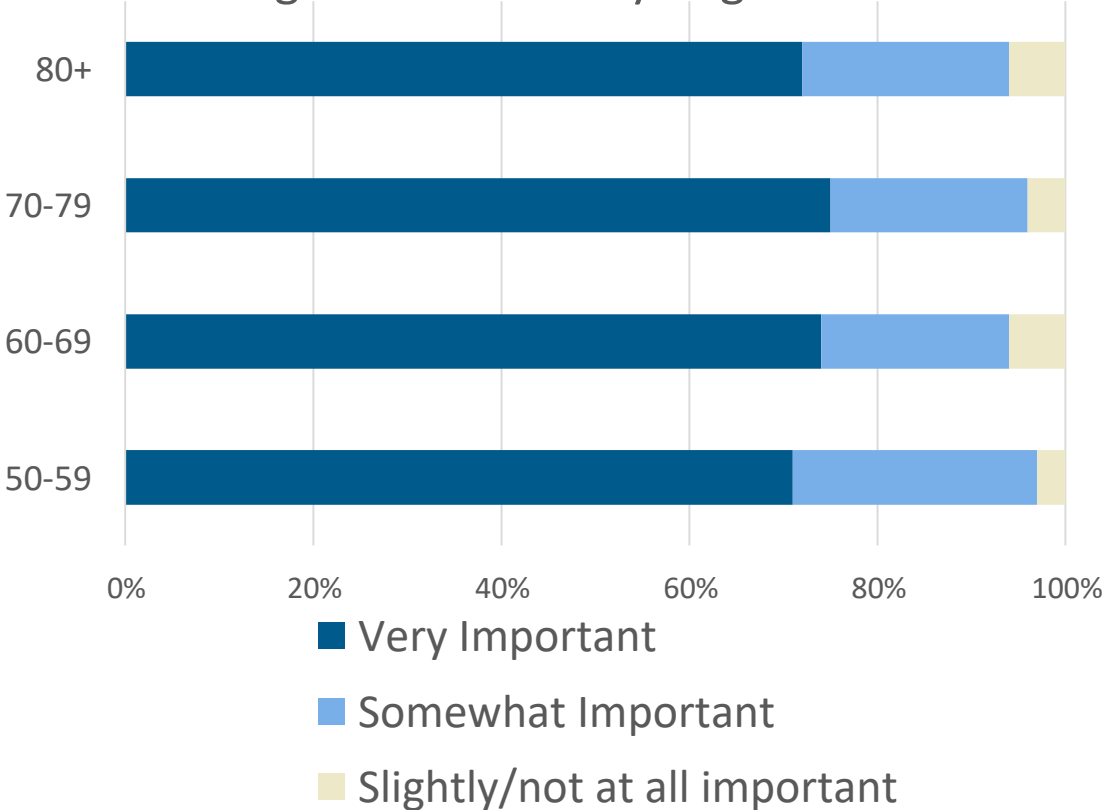


More than 1 in 4 respondents have been living in Brewster for less than 10 years, most want to stay

How long have you lived in Brewster?



How important is it to you to remain living in Brewster as you get older?



...But residents have concerns about their ability to remain in Brewster as they age

The real estate taxes are killing me. Now they are almost 1/4 of my income, with house insurance that's almost 1/2 of my monthly income!! And with the upcoming increases for the schools and possibly library, I am being taxed out of existence!!!

The fact that taxes continue to increase but the services provided for seniors never seem to get any better. The Council on Aging building is, in my opinion, not one which is conducive to encourage senior participation.

Common concerns reported

- Affordability, cost of living
 - Proximity to amenities
- Future transportation concerns
- Need for in-home supports
- Maintaining health and independence

Will there be help if I should ever need a home health aide or nurse's aide in the future.

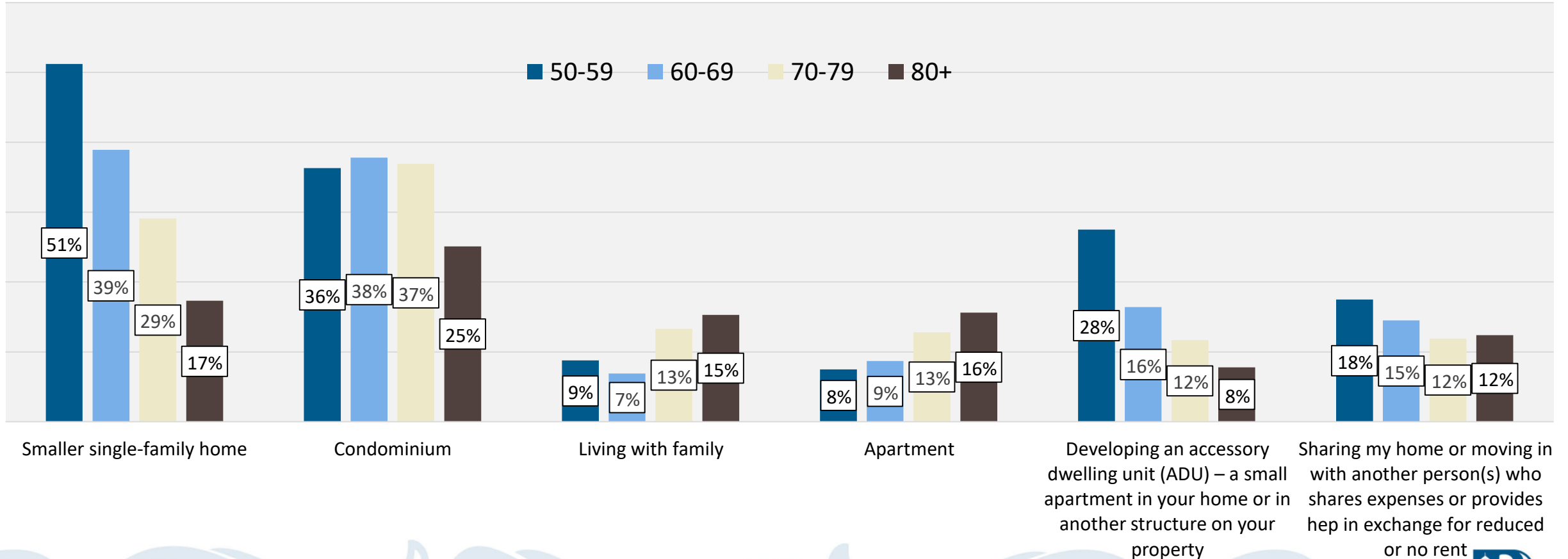
That I can physically and financially be comfortable and (in my happy home) in Brewster till my final days

Very poor medical care available travel off Cape needed constantly to have quality care.

The fact that there are no pharmacies, and no large grocery stores in town for myself or someone to get medications, etc without traveling out of Brewster

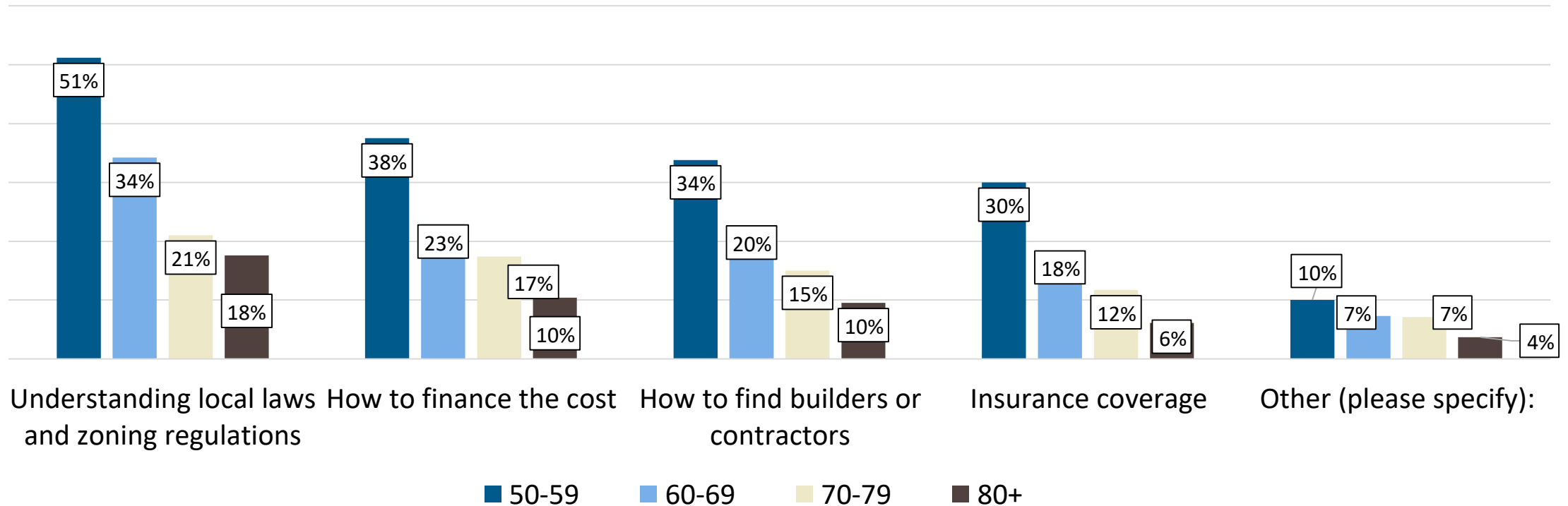
Will I be able to ride my bike and take the bus to places I want to go for shopping, healthcare, etc. once I stop driving a car. I fear being housebound.

In the next 5 years, if financial needs or a change in your/your partner's health or physical ability requires that you move from your current residence or create an alternative solution, what kind of housing would you prefer?



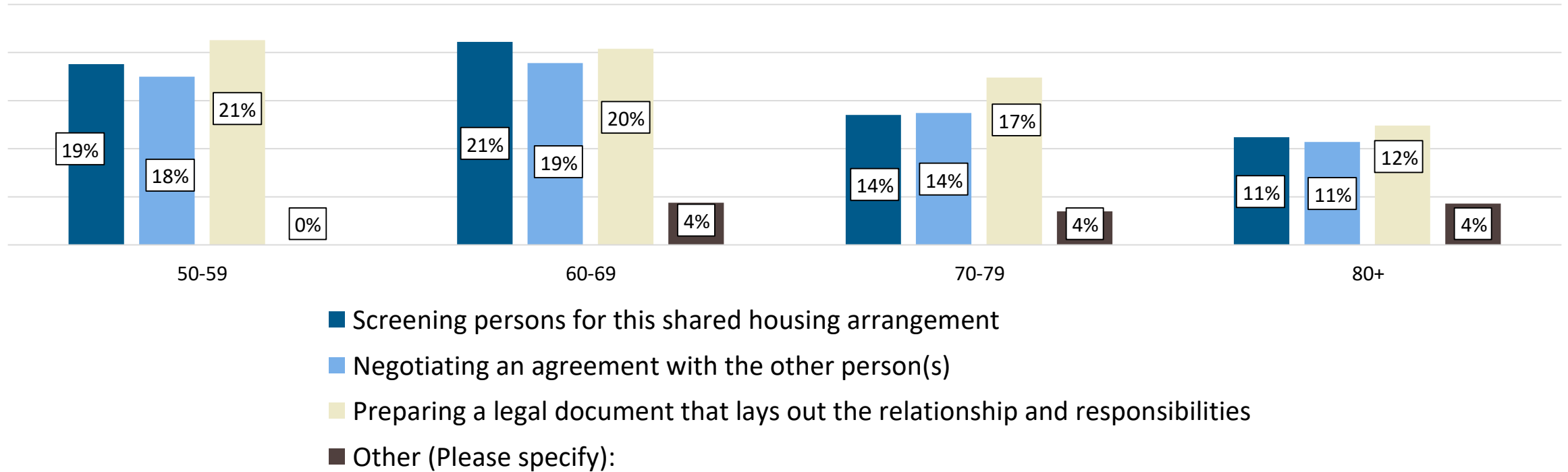
Concerns related to the development of an ADU

If you would consider developing an accessory dwelling unit (ADU) in your home or on your property, would you need help with any of the following?



Supports needed to facilitate home sharing

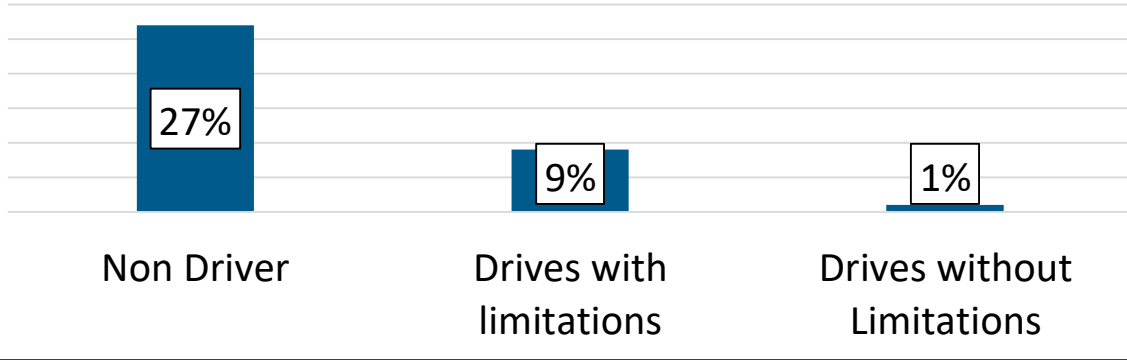
If you would consider sharing your home or moving to another person's home, would you need help with any of the following?



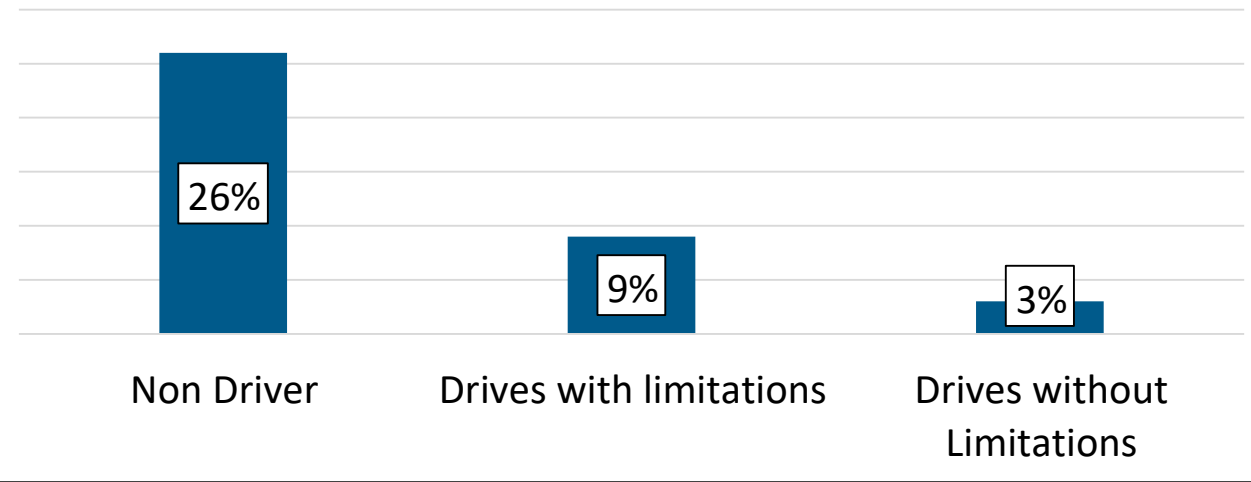
Transportation

- 21 % of survey respondents drive with some limitations
- 5% do not drive at all
 - 14% of respondents 80+

Percentage of respondents who have had to miss, cancel, or reschedule a medical appointment in the past 12 months, by driving status

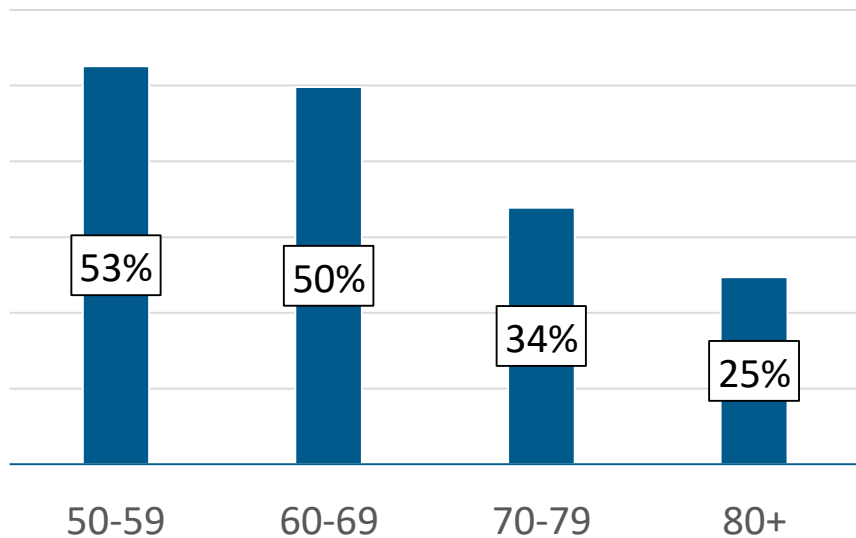


In the pas 12 months, have you used the CCRTA or COA transportation?, by driving status

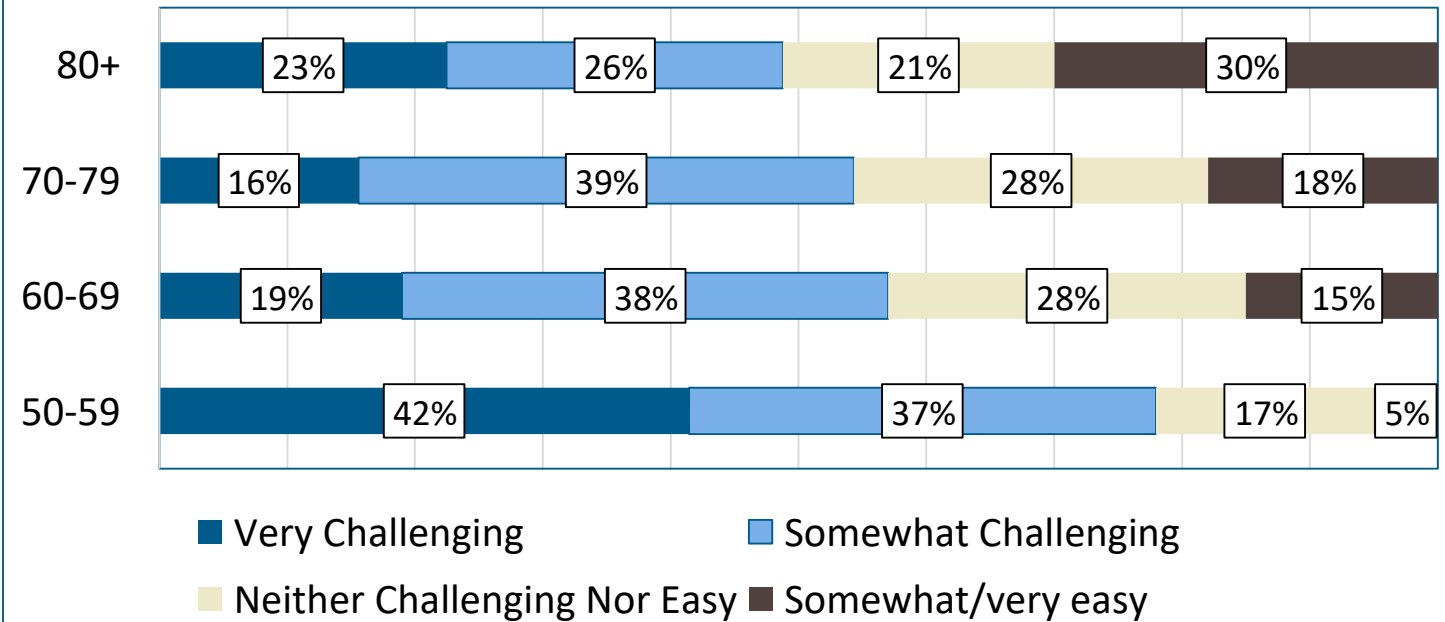


Caregivers need informal and formal help, as well guidance accessing supports

Do you now or have you in the past 2 years provided care or assistance to a person who is disabled or frail?



How challenging is/was it for you to care for this person(s) and meet your other responsibilities?

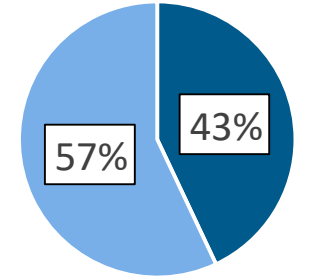


Mobility and dementia are top concerns for caregiving and accessibility

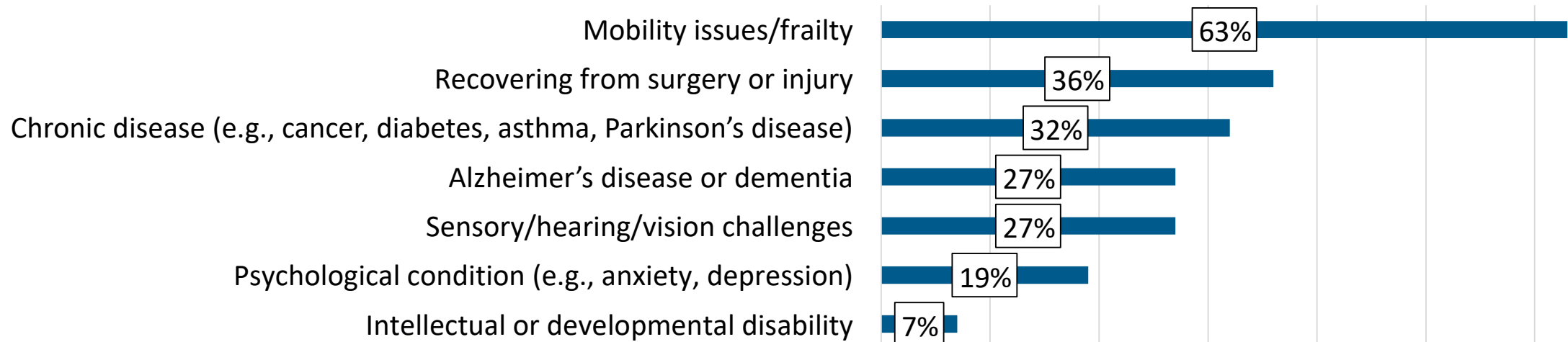
" There are adequate resources to support residents living with dementia and their family caregivers in Brewster or on Cape Cod."



- Strongly Agree/Agree
- Strongly Disagree/Disagree

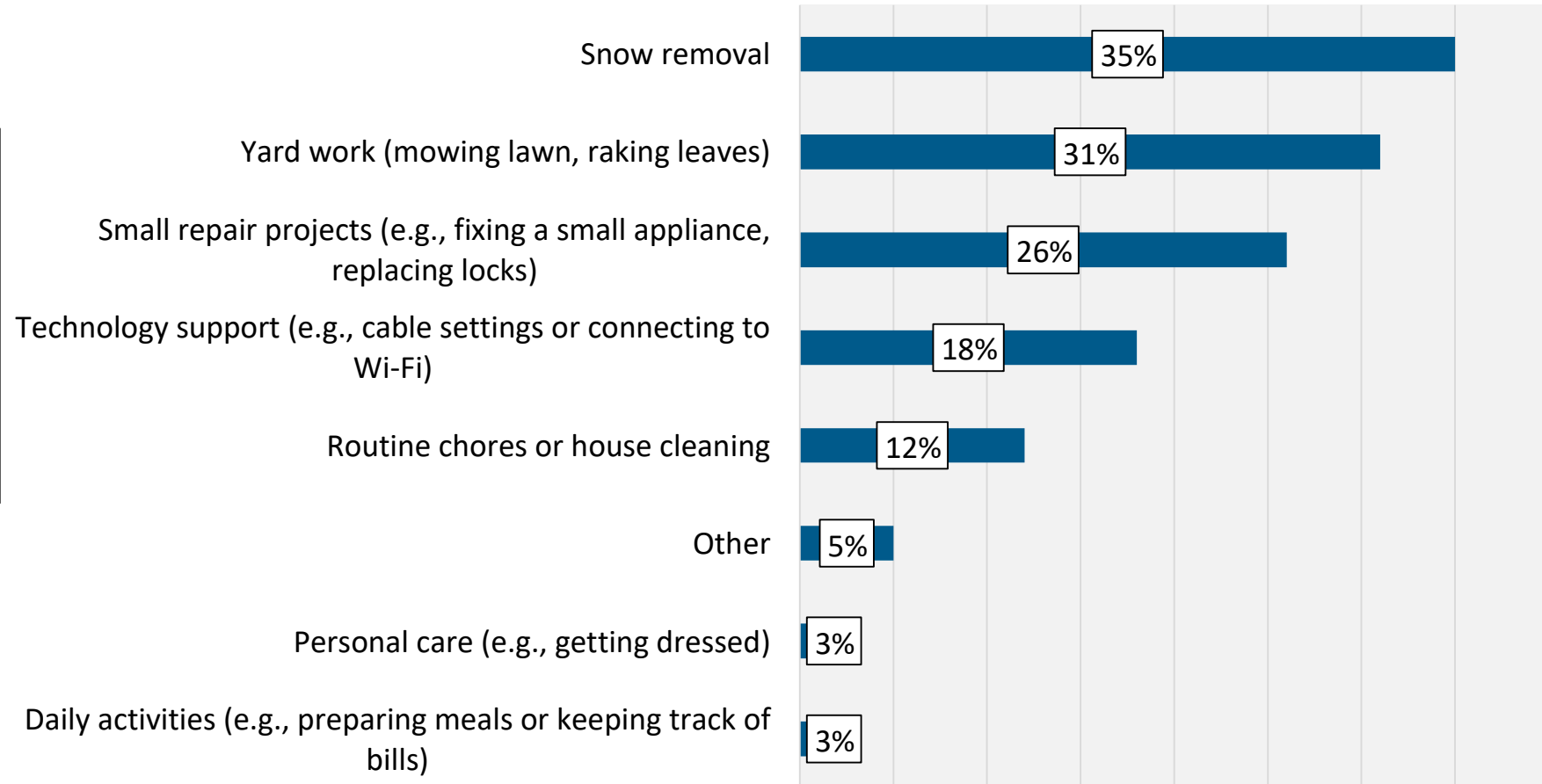


Reasons for needing care:



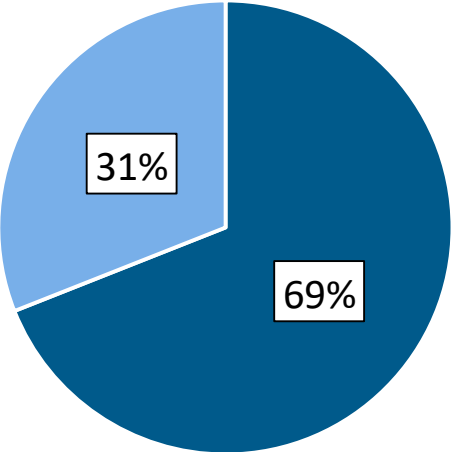
Do you require help with any of the following activities at home?

- 10% of respondents report having a condition that limits their ability to participate in the community.
 - 21% of respondents 80+ report having such condition



Risk of isolation

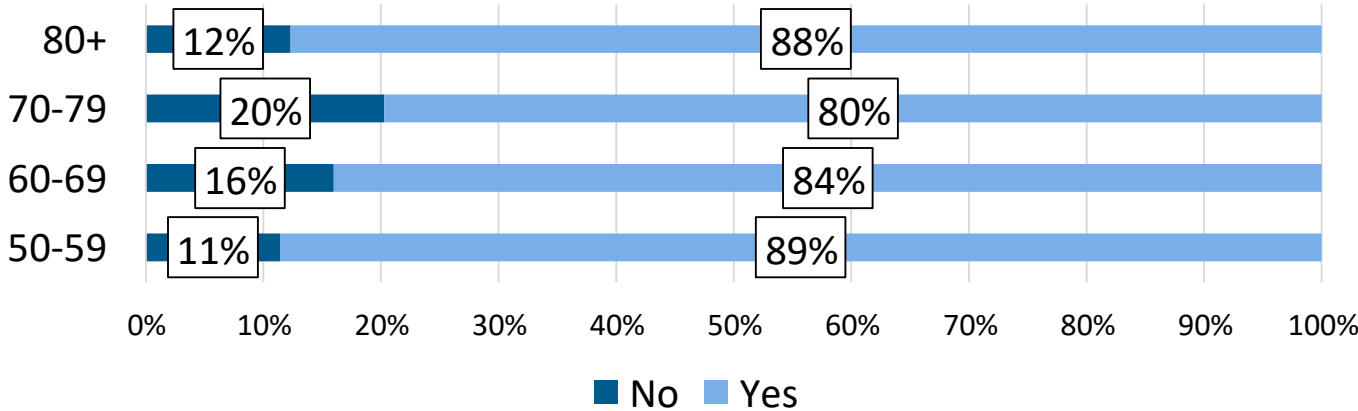
Would you know whom to contact in Brewster should you or someone in your family need help accessing social services, health services, or other municipal services?



■ Yes ■ No

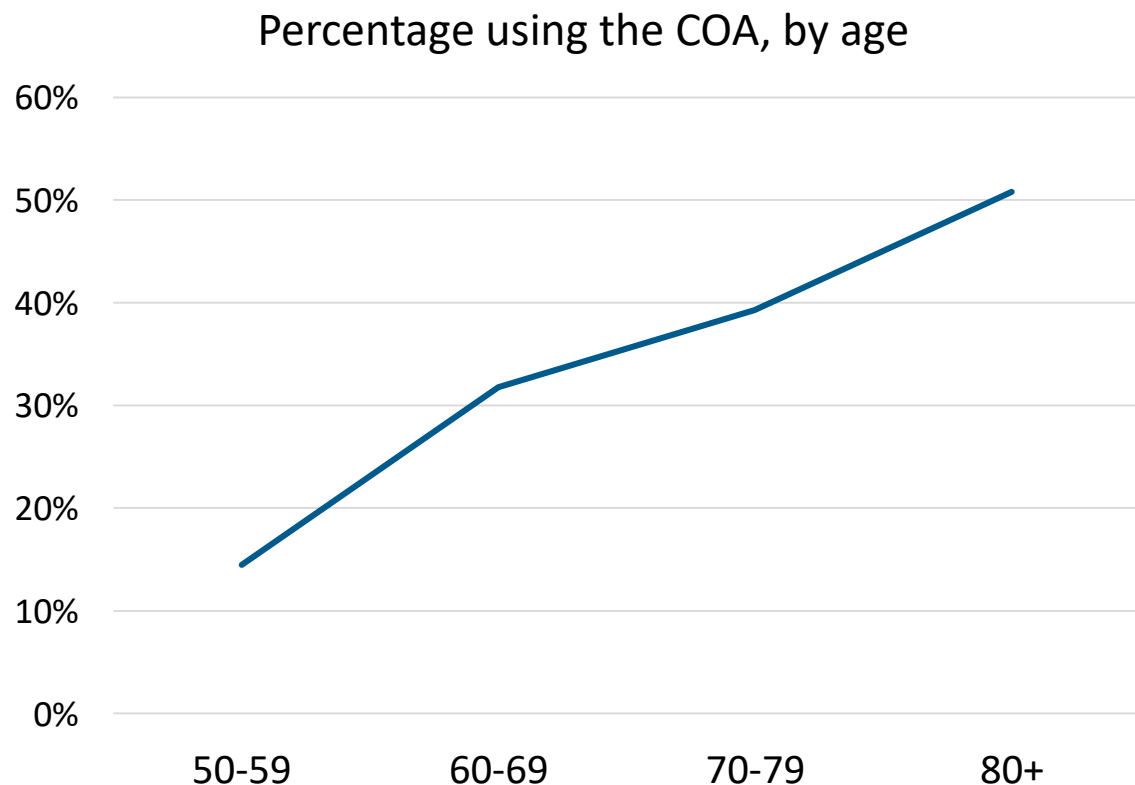
- 13% of respondents get together, in person, with friends, family, or neighbors less than 12 times per year.
- Concerns like *“Children live at a distance and are unable to assist.”* and *“Winter season limited activities to socialize.”*

Do you know someone living within a 1-hour distance on whom you can rely for help when you need it?



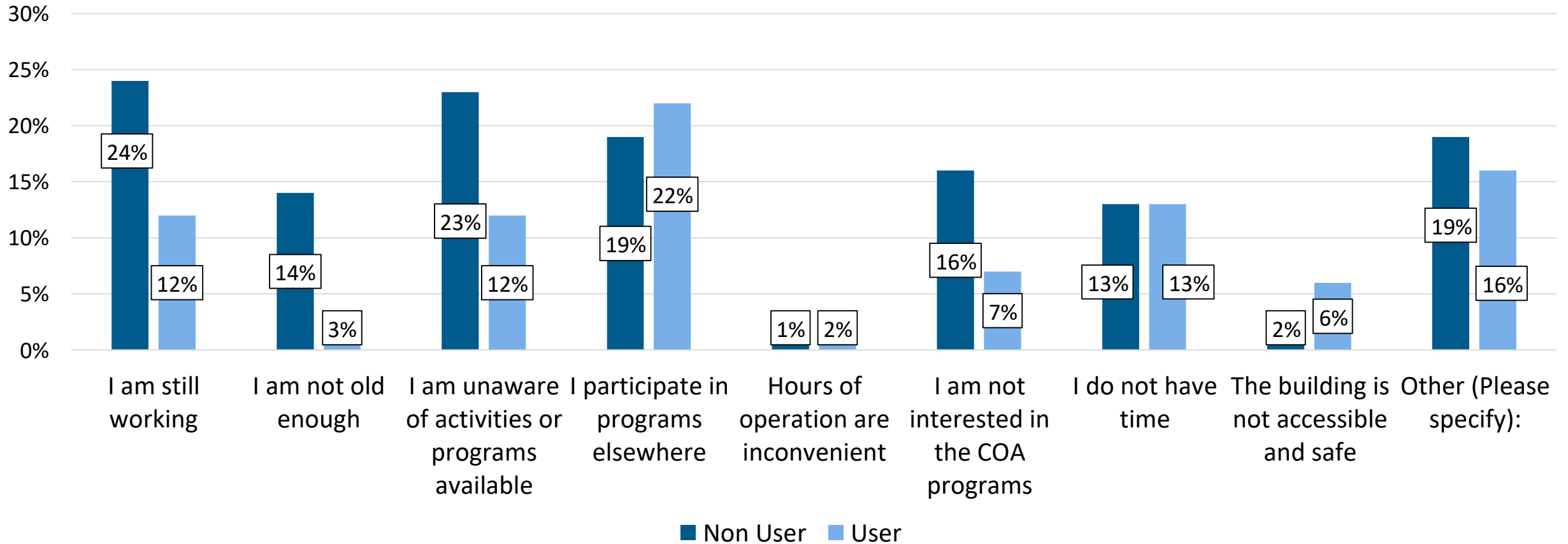
Brewster Council on Aging and Senior Center

Participation at the Brewster Senior Center



- 61% of all survey respondents never use the Senior Center
- Among those who participate at the Senior Center,
 - 64% go a few times a year
 - 19% go monthly
 - 17% go weekly

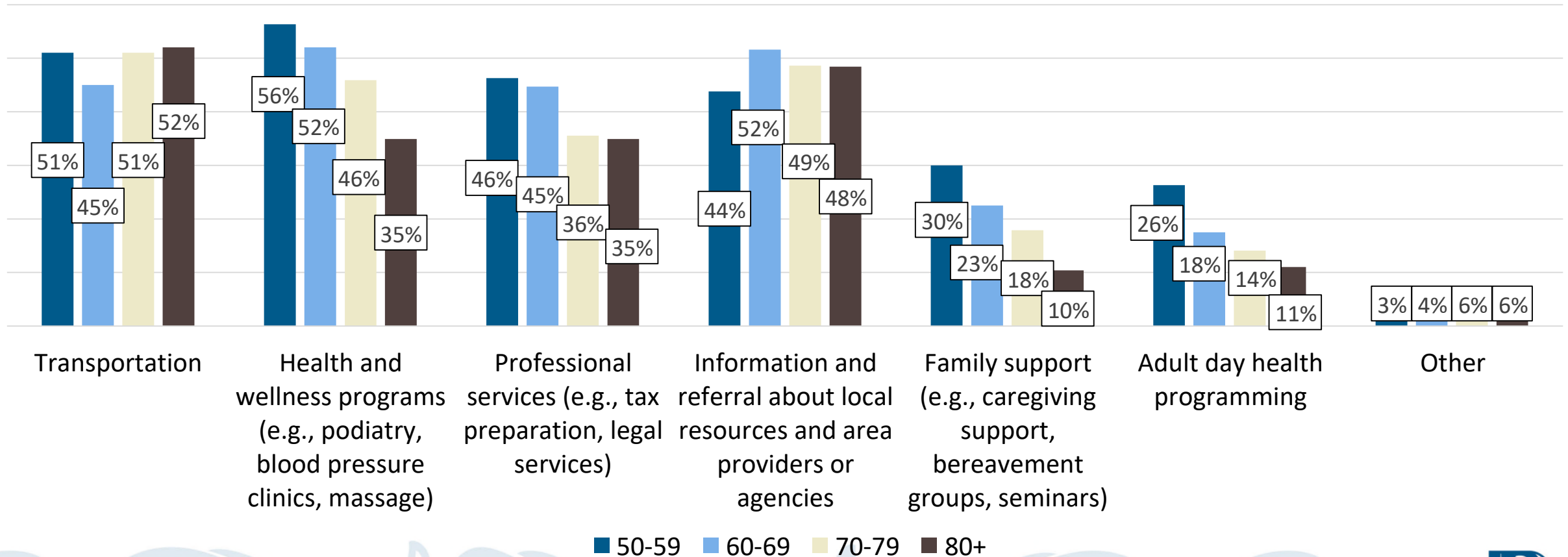
Factors that limit participation at the Senior Center



Thinking about your own future interests, which areas would you prioritize in expanding the programs at the Brewster COA?

50-59	60-69	70-79	80+
Outdoor exercise (e.g., hiking/walking, kayaking) (64%)	Outdoor exercise (e.g., hiking/walking, kayaking) (60%)	Performances and visual arts (e.g., concerts, lectures) (51%)	Performances and visual arts (e.g., concerts, lectures) (39%)
Wellness programs (e.g. stress management, meditation) (53%)	Performances and visual arts (e.g., concerts, lectures) (53%)	Lifelong learning programs (e.g., history, writing, languages, cultural courses) (43%)	Day trips (38%)
Indoor exercise (e.g., yoga, aerobics) (53%)	Indoor exercise (e.g., yoga, aerobics) (53%)	Outdoor exercise (e.g., hiking/walking, kayaking) (42%)	Lifelong learning programs (e.g., history, writing, languages, cultural courses) (38%)
Social activities (e.g., games or parties) (51%)	Lifelong learning programs (e.g., history, writing, languages, cultural courses) (48%)	Indoor exercise (e.g., yoga, aerobics) (42%)	Technology skills classes (e.g., smartphone applications) (37%)
Arts classes (e.g., art, photography, acting, music) (45%)	Wellness programs (e.g. stress management, meditation) (42%)	Day trips (37%)	Indoor exercise (e.g., yoga, aerobics) (27%)

Thinking about your own future needs, which of areas would you prioritize in expanding the services offered through the Brewster COA?



Brewster's Senior Center, a vital resource to the community, is outdated, inadequate, and lacks accessibility features.

- Limitations will increasingly restrict the COA's ability to provide impactful programs and services that respond to growing and diverse needs among residents.
- Multiple town studies document needs related to Brewster's large and growing population of older adults; the 2023 Local Comprehensive Plan reinforces the goals established by prior community studies and elevates the development of an intergenerational community Center as a foundation from which impactful programs, services, and amenities would be offered to residents of all ages

Brewster COA Needs Assessment Study (2016): *The building currently housing the Brewster COA is viewed by survey respondents and focus group participants as inadequate for community needs. Concerns were voiced about the safety of the building, especially for participants with mobility limitations.*

Brewster COA Needs Assessment Study (2016): *Most thought a community center within which a senior center could be embedded was more desirable, and made more sense given the lack of recreation and community facilities in Brewster. Participants also viewed opportunities for intergenerational programming that may be facilitated through a community center model as positive.*

2018 Vision Plan: *Create a community center to house activities and interaction for people of all ages.*

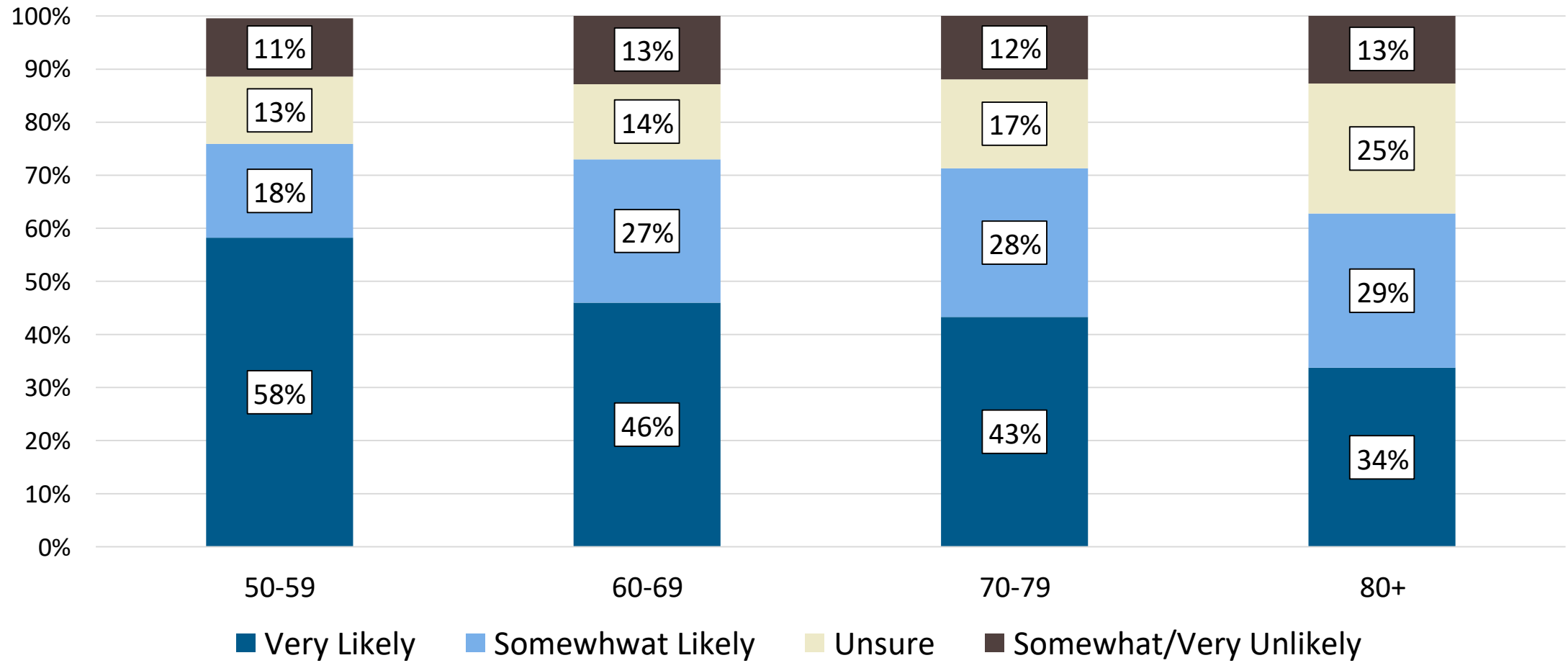
COA Age-Friendly Action Plan FY19-FY23: *Residents have expressed preference for a community center, in which the COA would be housed, both in the Needs Assessment Study and Vision Advisory Group workshops.*

2023 Local Comprehensive Plan: *The most frequently mentioned infrastructure need (during the 2017 Vision Planning Process) was for a multigenerational community center combined with a new location for the Council on Aging.*

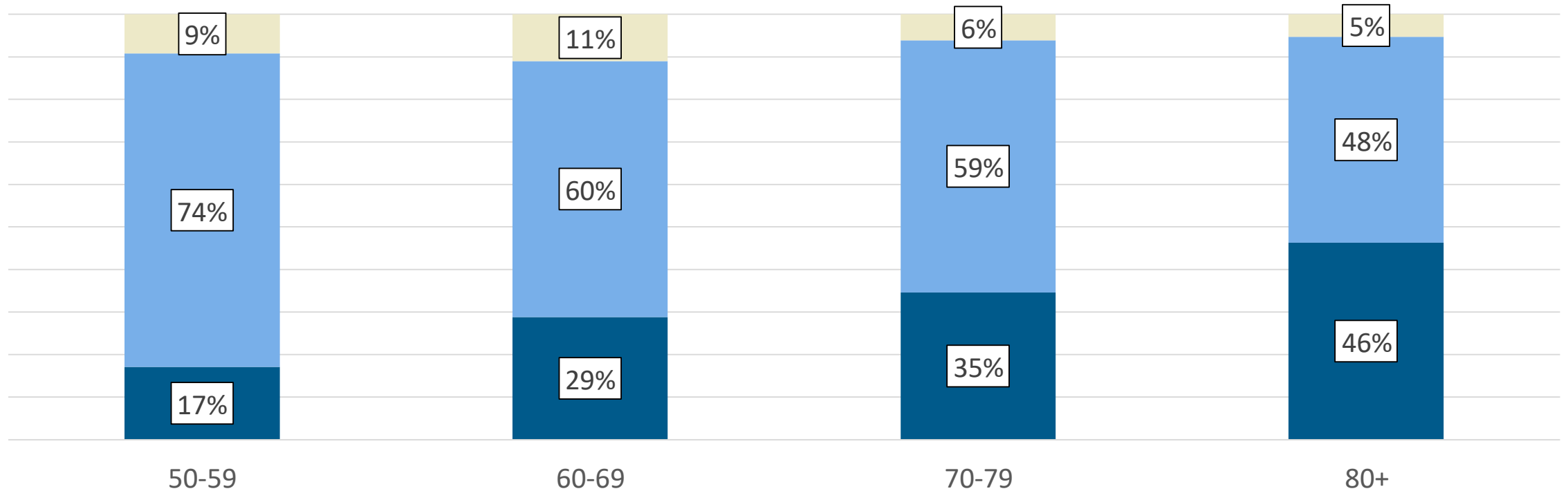
Sea Camps Property



How likely is it that you, or members of your household, would use a multigenerational community center at the former Sea Camps?

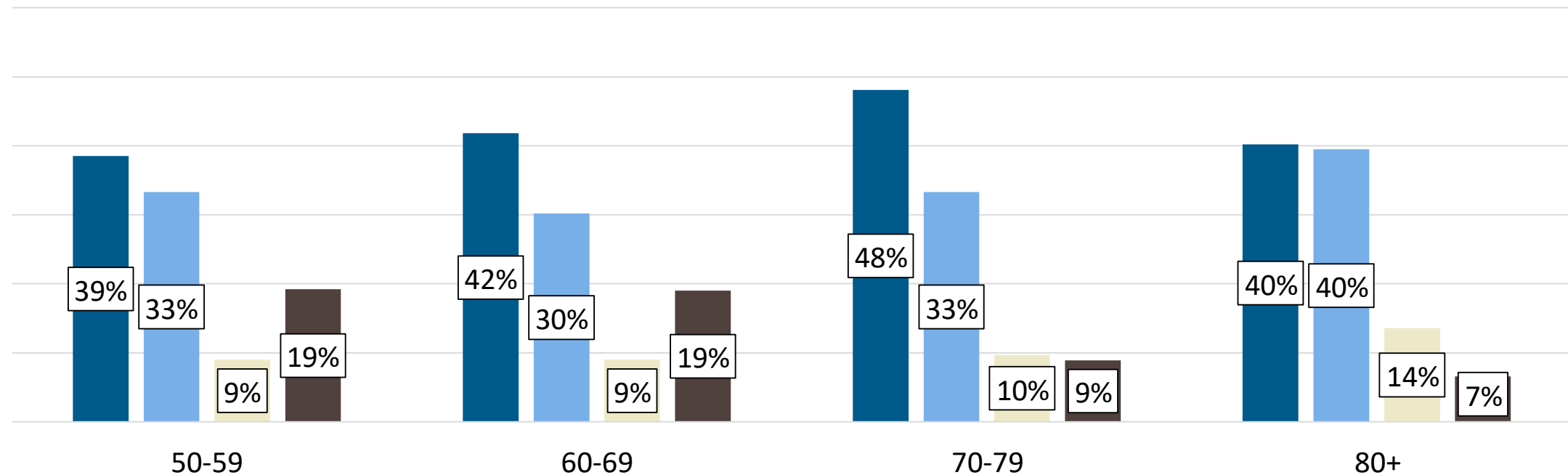


What type of multigenerational community center would you support?



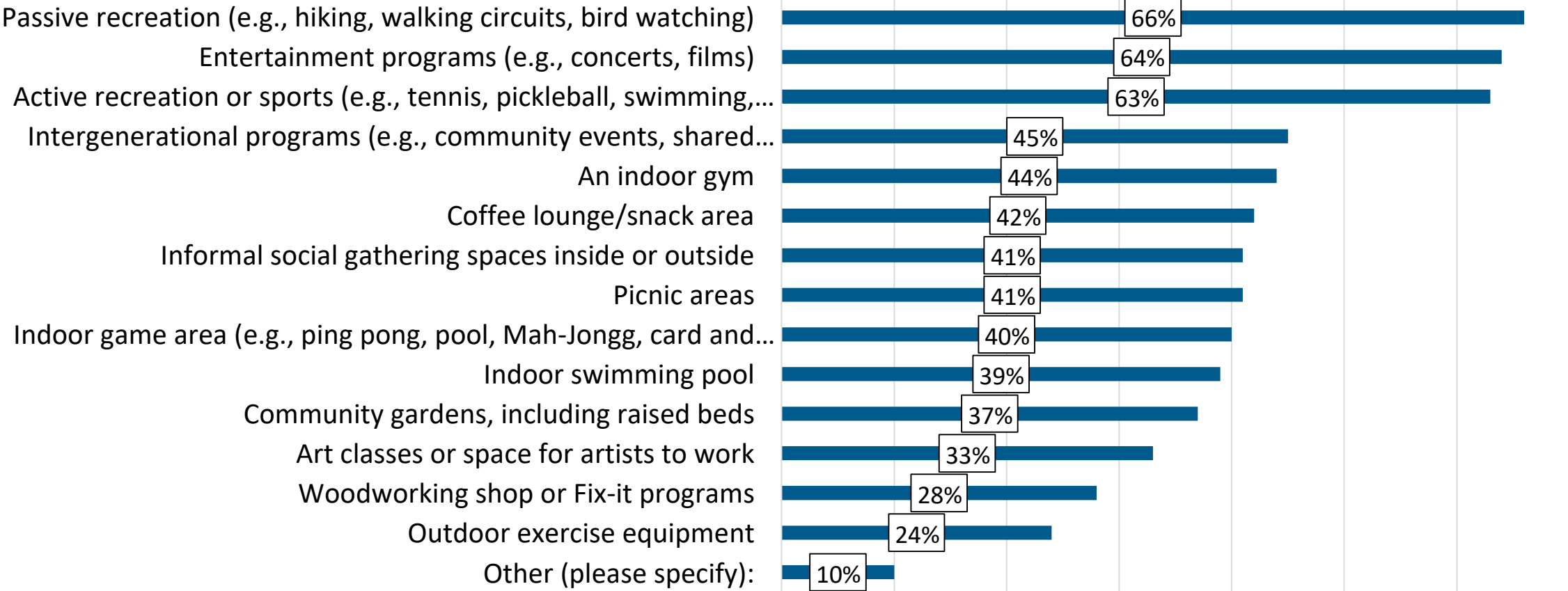
- Other
- Multigenerational community center that has fully integrated space and programming for residents of all ages
- Multigenerational community center that has dedicated space and programming for residents 60 and older

Considering a potential multigenerational community center, what is your preference for how space and programming are organized?



- A multigenerational community center located in one building
- A multigenerational community center located in different buildings on one site
- N/A, I would not support a multigenerational community center
- Other (please specify):

The former Sea Camps site presents a range of opportunities for use. Which of the following would you like to see happen there?



A stylized graphic on the left side of the page. It features a light blue lighthouse with a white top section and a small spire. Behind the lighthouse is a bright yellow sun with several rays extending outwards. Below the lighthouse are stylized blue waves. The background of the entire page is white with large, diagonal yellow stripes.

Recommendations for the Town of Brewster

Building engagement among residents and partnerships for programming are essential tools while the Town explores solutions to address the COA's inadequate and outdated space.

Build awareness of the Brewster Senior Center, a community asset – one that is operating in restrictive space amidst growing community needs and demands.

- Investigate opportunities to increase Senior Center programs and services at satellite locations in the community, such as public housing, the library, the schools, and local businesses.
- Build participation levels among younger seniors and new retirees, through programs that reflect prioritized interests, to foster support for the development of a new center that will address existing limitations through innovative design features, programs, and services.
- Consider developing an “ambassador program” and coach residents to actively encourage new participants. This could function as a property-tax work-off position or offer an incentive for the number of new participants they can recruit.
- Consider ways to welcome first-time participants who are reluctant to participate on their own (e.g., a “new member day” or a “bring a buddy” program).

Use technology and existing social connections to encourage new participants

- Explore the use of technology (e.g., phone or other mobile devices) to include residents who are unable to leave their home in existing programs through video technology or making “friendly visits” by telephone.

**Obtaining
supplementary and
accessible
transportation is a
concern for for
some residents as
they age.**

Conduct targeted, proactive, outreach to raise awareness of existing programs that provide transportation to medical appointments and other destinations.

Consider developing a local “travel training” program where residents can learn about options and navigation while providing suggestions for future services to meet evolving needs.

Target information to communities within Brewster who may have particular need for transportation services including those living alone and those with disabilities. Consider additional outreach for transportation when inclement weather is anticipated.

Support the expansion of volunteer transportation programs, including Nauset Neighbors. Consider grant funding opportunities or fund raising to provide access to adaptive vehicles.

Financial insecurity—driven largely by housing costs is a concern and barrier for many residents.

- Promote awareness of existing property tax relief programs and inform residents of proposals being considered by the Select Board and Finance Team for a future Town Meeting.
 - Document the number of residents who are “turned away” from existing programs to establish recommendations for expanding access.
 - Explore other incentive programs for volunteers.
- Engage with local businesses and organizations to create “senior discount” programs to offset costs and improve quality of life for older residents.
- Explore partnerships that will build community engagement around food insecurity and help to destigmatize access to food resources.
 - Facilitate the development of volunteer-based Community Gardens to support increasing demands on the food pantry and the need for affordable fresh produce on Cape Cod.

There is a pressing need for housing solutions that address affordability and downsizing needs.

- Explore innovative housing solutions that diversify housing stock and offer features that facilitate aging in place. Consider:
 - Greenhouse Senior Living, a model offering intergenerational housing and workforce housing that is currently being developed on Martha's Vineyard.
 - Cottage style communities that offer a small footprint, universal design features, supportive services, and events for social engagement.
- Host informational workshops to support residents interested in creating an Accessory Dwelling Unit (ADU) or home-share arrangement. Consider the formation of a working group that is charged with informing residents about potential revisions to the ADU zoning by-law under consideration for Town Meeting 2024.
- Continue to host AARP Home Fit programming at the library or Town Hall to support residents in identifying needs and solutions for their home environments.
- Connect residents with local handyman services or home repair services. See the Boston HOME center as one possible model or engage in a partnership with Cape Cod Regional Technical High School.

Many Brewster residents need support due to physical or cognitive conditions, and many caregivers need help.

Enhance access to town funded healthcare screening services through publicity and accessible transportation services. Explore funding opportunities to revitalize the former dental mobile unit and introduce a mobile healthcare unit.

Support efforts to incorporate Dementia Friendly features and resources at the Brewster Ladies' Library, including the creation of a memory café.

Consider hosting a "Caregiver's Night Out" to provide residents who might be caring for a spouse, parent, or grandparent an opportunity to enjoy a night of entertainment.

Host a community resource fair in partnership with the Brewster Community Network and offer workshops to address challenges identified during the Spring 2023 community services discussion.

Risk for social isolation in Brewster is high.

Engage local faith communities, restaurants, and nonprofits like the Family Table Collaborative to host a monthly community dinner to provide a regular opportunity for residents to come together in a social setting.

Implement a Senior Civic Academy that is accessible to older residents by offering daytime sessions, considering adult learner styles, and ensuring that topics relevant to healthy aging in Brewster are included (e.g., transportation, how to access resources, and social engagement opportunities.)

Work together with the Public Works Department to install new, or dedicate existing, “Chat Benches” to create public spaces where socializing is encouraged.

Work together with the Public Works Department to install new, or dedicate existing, “Chat Benches¹⁸” to create public spaces where socializing is encouraged.

Consider celebrating National Good Neighbor Day (9/28) or Older Americans Month (May) with a series of “Let’s Talk, Brewster” programs in which residents come together to be in conversation with one another that are exhilarating, inspiring, and meaningful.

Thank you!

Caitlin Coyle, PhD

Director, Center for Social & Demographic Research on Aging

University of Massachusetts Boston

Caitlin.coyle@umb.edu





November 2, 2023

VIA ELECTRONIC CORRESPONDENCE (abebrin@brewster-ma.gov)
Town of Brewster Planning Board
Amanda Bebrin, Chair
2198 Main Street
Brewster, MA 02631

RE: Cape Cod Grow Lab, LLC
Notice of Issuance of Final License
95 Alexandra Avenue, Brewster, MA 02631

Dear Chair Bebrin,

This firm represents Cape Cod Grow Lab, LLC ("CCGL") regarding the cannabis establishment permitted at 95 Alexandra Avenue, Brewster, MA 02631 (the "Property"). Please accept this correspondence on behalf of CCGL as an update regarding its final licensure and intent to begin operations.

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

CCGL has received its final license (the "License") from the Cannabis Control Commission for cannabis cultivation and intends to begin operations in accordance with the same, the HCA, and the Special Permit. Please note, pursuant to CCC regulations, while the License allows CCGL to begin cultivating at the Property, CCGL may not commence the sale of any cannabis harvested prior to notice of commence operations from the CCC. The necessary inspection by the CCC to obtain the notice to commence operations will be requested and we will keep the Town apprised as we move forward.

If there is any additional information or updates that would be helpful, please do not hesitate to reach out. We appreciate the cooperation throughout this process and look forward to operating.

Sincerely,


Lesley Delaney Hawkins, Esq.
Lhawkins@princelobel.com
(857) 272-6226

cc:

Matthew Griffin, Cape Cod Grow Lab, LLC
Jon Idman, Town Planner

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

Pursuant to its authority under Chapter 94G and 94I of the
Massachusetts General Laws,

The Cannabis Control Commission hereby grants a
final license to:

The Licensee is permitted to operate at the
following address(es):

The Licensee is permitted to
perform operations as:



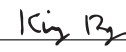
Shannon O'Brien
Chair



Ava Callender Concepcion
Commissioner



Nurys Camargo
Commissioner



Kimberly Roy
Commissioner



Bruce Stebbins
Commissioner



Shawn Collins
Executive Director

The Licensee is subject to M.G.L. c. 94G, M.G.L. c. 94I, Commission regulations, Commission decisions, and all other legal requirements as applicable. The Licensee shall remain fully compliant with said requirements and legal authorities until such time that it is approved by the Commission to cease operations.

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

HOST COMMUNITY AGREEMENT

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

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

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

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

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

1. Recitals

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

2. Annual Payments

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

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

A. Community Impact Fee

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

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

B. Annual Community Benefit Payments

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

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

C. Additional Costs, Payments and Reimbursements

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

D. Annual Charitable/Non-Profit Contributions

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

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

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

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

3. Local Vendors and Employment

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

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

4. Local Taxes

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

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

5. Security

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

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

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

6. Community Impact Hearing Concerns

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

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

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Odor Control Obligations

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

E. Renewable Energy Requirements

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

F. Annual Inspections

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

G. Limitations on Other Uses

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

H. Improvements to the Property

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

8. Re-Opener/Review

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

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

9. Municipal Support

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

13. Severability

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

14. Governing Law

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

15. Entire Agreement

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

16. Amendments/Waiver:

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

17. Headings:

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

18. Counterparts

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

19. Signatures.

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

20. No Joint Venture:

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

21. Nullity

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

22. Indemnification

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

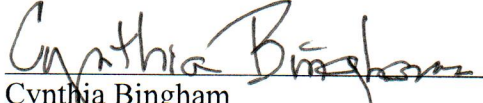
23. Third-Parties

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

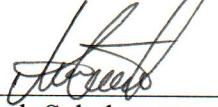
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF BREWSTER

CAPE COD GROW LAB, LLC


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

Chris Dias
Managing Member



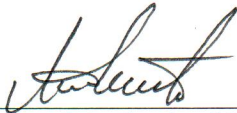
Artak Sahakyan,
Managing Member

Host Community Agreement Certification Form

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

Applicant


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



Signature of Authorized Representative of Applicant

Host Community

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



Signature of Contracting Authority or
Authorized Representative of Host Community

**TOWN OF BREWSTER AND
THE HAVEN CENTER, INC.**

HOST COMMUNITY AGREEMENT

This Host Community Agreement (“Agreement”) is entered into this [25] day of July, 2018 by and between THE HAVEN CENTER, INC., a Massachusetts corporation, and any successor in interest, with a principal office address of 245 Route 6A, Orleans, MA (the “Company”), and the TOWN OF BREWSTER, a Massachusetts municipal corporation with a principal address of 2198 Main Street, Brewster, MA 02631 (the “Town”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a 4142 square foot licensed Medical Marijuana Treatment Center (“MMTC”) and a Marijuana Retailer for the dispensing and retail sales of medical marijuana and adult use marijuana (the “Facility”) at 4018 Main Street, Brewster, Assessor’s Map 138 Parcel 42, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 105 CMR 725.00 and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

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

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

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

1. Recitals

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

2. Annual Payments

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

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of adult use marijuana, medical marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
2. The Annual Community Impact Fee shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first quarter of operation shall be prorated based on the number of months the Facility is in Operation. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the Cannabis Control Commission. The Annual Community Impact Fee shall continue for a period of five (5) years. Within 60 days prior to the conclusion of each of the respective five year terms, the Company shall meet in person with the Town Administrator to negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement, subject to approval of the Board of Selectmen. Provided, however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall be paid as a Community Benefit Payment in the amount set forth above until such time as the parties negotiate a successor Community Impact Fee.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Annual Community Benefit Payments

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

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

C. Additional Costs, Payments and Reimbursements

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

Company fails to cure the default within five days following issuance of written notice from the Town of the default.

D. Annual Charitable/Non-Profit Contributions

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

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

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

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

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price

competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company shall report annually to the Board of Selectmen on the number of Brewster residents employed at the Facility.

4. Local Taxes

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

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

5. Security

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

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

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

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including,

but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility. Said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Board of Selectmen prior to commencement of operations and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Limitations on Other Uses

The Company agrees that it will not engage in the cultivation, processing or manufacturing of medical marijuana or on-site social consumption of adult use marijuana. The delivery of adult use marijuana directly to consumers shall only be permitted in compliance with state law, subject to

required local approvals and either amendment of this Agreement or negotiation of a new Host Community Agreement to address such use. .

F. Improvements to the Property

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

8. Re-Opener/Review

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

In the event the Company or any controlling person enters into a Host Community Agreement for a MMTC or a Marijuana Retailer, either individually or as co-located uses, with another municipality located on Cape Cod and/or Nantucket and/or Martha’s Vineyard with a census population of less than 20,000 that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

9. Municipal Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company’s application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town’s normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

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

11. Successors/Assigns

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

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

12. Notices

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

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

To Licensee: The Haven Center
P.O. Box 2036
Orleans, MA 02653

13. Severability

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

14. Governing Law

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

15. Entire Agreement

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

16. Amendments/Waiver:

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

17. Headings:

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

18. Counterparts

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

19. Signatures.

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

20. No Joint Venture:

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

21. Nullity

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

22. Indemnification

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

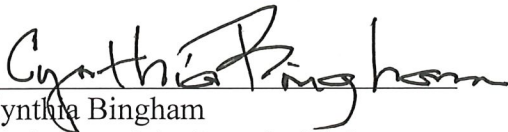
23. Third-Parties

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

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

TOWN OF BREWSTER

THE HAVEN CENTER, INC.



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



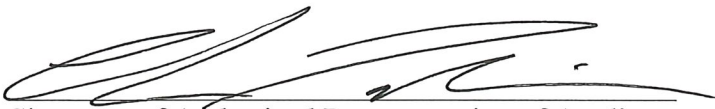
Chris Talbouis
President

Host Community Agreement Certification Form

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

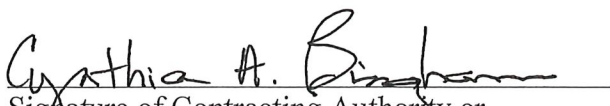
Applicant

I, CHRISTOPHER TALDUMIS, (*insert name*) certify as an authorized representative of THE HAVEN CENTER, INC (*insert name of applicant*) that the applicant has executed a host community agreement with TOWN OF BREWSTER (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on JULY 25 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

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


Signature of Contracting Authority or
Authorized Representative of Host Community

Archived: Monday, October 30, 2023 4:20:16 PM

From: [Cannabis=20Control=20Commission](#)

Mail received time: Wed, 27 Sep 2023 20:04:52

Sent: Wednesday, September 27, 2023 4:04:52 PM

To: [Peter Lombardi](#)

Subject: Cannabis Control Commission Approves Historic Regulatory Changes to Implement Commonwealth's Equity Reform Law

Importance: Normal

Sensitivity: None



Cannabis Control Commission Approves Historic Regulatory Changes to Implement Commonwealth's Equity Reform Law



The Cannabis Control Commission (Commission) last Friday, September 22, 2023, voted 3-1 to approve final changes to Massachusetts’ adult and medical use of marijuana regulations. Policy changes include the agency’s oversight of host community agreements (HCAs), new municipal equity requirements, and suitability reform, in accordance with Chapter 180 of the Acts of 2022, An Act Relative to Equity in the Cannabis Industry.

To get to this point, regulatory working groups, led by Commissioners and staff, participated in months of policy discussion and stakeholder engagement, then initially proposed draft regulations that were first approved by Commissioners in a 4-0 vote at their [July 28 public meeting](#). The Commission then [filed the draft with the Secretary of the Commonwealth in August](#), gathered written testimony, and held a public hearing for stakeholders to weigh in on the policy proposals on September 8, prior to the September 22 vote on final regulations.

“Commissioners and staff have worked tirelessly for months to revise our regulations—driving a transparent process and listening to feedback from diverse constituents, convening numerous public meetings, and making thoughtful changes,” said Acting Chair Ava Callender Concepcion. “I am grateful to our partners in the Legislature and in the Executive Branch for

entrusting us with the authority to move the agency and industry forward and am proud of the final product that we will be filing with the Secretary of the Commonwealth.”

Next, staff will finalize the policy changes discussed last week and file the regulations with the Secretary of the Commonwealth toward promulgation no later than November 9, in compliance with Chapter 180.

[Read the Press Release](#)

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Our mailing address is:

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2 Washington Square
Worcester, MA 01604

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Archived: Tuesday, November 14, 2023 11:42:14 AM

From: [Matt Giancola](#)

Mail received time: Fri, 3 Nov 2023 20:19:55

Sent: Friday, November 3, 2023 4:19:55 PM

To: [Matt Giancola](#)

Subject: Adult- and Medical-use Cannabis Regulations to Implement Massachusetts' Cannabis Equity Law are Now in Effect

Importance: Normal

Sensitivity: None

Dear Municipal Official:

I hope you are well. On behalf of the Cannabis Control Commission, I write to share an update below that the agency distributed today regarding newly promulgated regulations. In the coming weeks and months, the Commission will implement the new rules and update its guidance documents and other materials to ensure stakeholders and the public have the resources they need. In the meantime, if you have questions or need anything, please do not hesitate to reach out to me directly. Thank you.

Best regards,



Matt Giancola

Director of Government Affairs and Policy

Cannabis Control Commission

Worcester Union Station

2 Washington Square

Worcester MA 01604

O: (774) 415-0462

Matt.Giancola@cccmass.com

www.MassCannabisControl.com



**Adult- and Medical-use Cannabis
Regulations to Implement
Massachusetts' Cannabis Equity Law**

are Now in Effect

Following Promulgation by the Secretary of the Commonwealth, Cannabis Control Commission Now Positioned to Implement Changes Focused on a More Equitable Industry



On Friday, October 27, 2023, [historic new adult and medical use of marijuana rules](#) that will regulate Massachusetts' legal industry took effect as the result of their promulgation by the Secretary of the Commonwealth. Now official, ahead of the Cannabis Control Commission (Commission)'s statutorily mandated deadline, these changes in accordance with [Chapter 180 of the Acts of 2022, 'a0An Act Relative to Equity in the Cannabis Industry](#) include the agency's oversight of host community agreements (HCAs), new municipal equity requirements, suitability reform, and a new designation of Social Equity Businesses for licensees that are not yet participants in the agency's [existing programming](#) but may be eligible for relevant benefits at the state and local levels.

In September, Commissioners voted 3-1 in favor of final regulatory policies, closing out a marathon series of public meetings that lasted five days. The finished product is the result of months of work by Commissioner-led Regulatory Working Groups, agencywide staff, as well as feedback from

constituents.

Next, the Commission will turn its focus to implementation, including the issuance of updated guidance documents, relevant forms, and templates. More information will be forthcoming to impacted stakeholders in the months to come.

The complete, updated regulations can be found in the [public documents section of the Commission's website](#). Some highlights include:

HCA's

- * New Commission authority to:
 - * Review, approve, and certify HCAs, and develop a model contract;
 - * Deem an HCA provision invalid or unenforceable, or voidable; and
 - * Issue sanctions against a host community that is noncompliant with HCA regulatory requirements, abstain from considering new license applications in that host community, or publish a list of communities that are out of compliance.
- * Starting no later than March 1, 2024, the Commission will enforce the requirement that License Applicants and/or Licensees and host municipalities reach and adhere to an HCA that complies with state law, or agree to a compliant waiver;
 - * To be considered compliant, any conditions set in an HCA must be reasonable. Some conditions that are presumed reasonable, include those that are:
 - * Required under local rules, regulations, ordinances, or bylaws;
 - * Deemed necessary to ensure public safety and proposed by the host community's chief law enforcement authority and/or fire protection chief, to include a detailed explanation of necessity;
 - * Deemed necessary to ensure public health and proposed by the host community's chief public health authority, to include a detailed explanation of necessity;
 - * A local requirement customarily imposed by the host

- community on other, non-cannabis businesses operating in the municipality;
- * Not in conflict with other laws; or
- * Otherwise deemed reasonable by the Commission.
- * Prohibitions on certain HCA provisions, terms, conditions, or clauses, including:
 - * A promise to make future monetary payment, in-kind contribution, or charitable contributions, whether explicit or implicit;
 - * Requiring a License Applicant or Licensee to make upfront payments as a condition for operating in the host community;
 - * Obligating a Licensee to set aside money in an escrow, bond, or other similar account for a host community's use or purpose;
 - * Imposing legal, overtime, or administrative costs or any costs other than a Community Impact Fee on a Licensee with the exception of tax obligations and routine, generally occurring fees;
 - * Inducements to negotiate or execute an HCA;
 - * Requiring that the Community Impact Fee be a certain percentage of the Licensee's total or gross sales as a term or condition of an HCA, or demanding the fee exceed three percent of the licensee's gross sales;
 - * Discouraging any party from bringing a civil cause of action or other legal challenge relative to an HCA or to an individual term or provision of an HCA; and
 - * Waiving away a Licensee's ability to dispute whether the impact fees alleged by a host community are reasonably related to the costs imposed on their operations;

Municipal Equity

- * Authorizing Licensees to satisfy, in part, existing requirements to submit a Plan to Positively Impact Disproportionately Harmed People to the Commission by donating to the Cannabis Social Equity Trust Fund that is administered by the Executive Office of Economic Development in collaboration with the Cannabis Social Equity Advisory Board;
- * Expansion of the Commission's pre-certification process, which is currently available for delivery or social consumption licenses, to all

license types, thereby enabling Certified Economic Empowerment Priority Applicants and Social Equity Program Participants to demonstrate to a prospective host city or town their propensity to open any licensed cannabis business;

- * To increase transparency into municipal licensing frameworks and available HCAs, a requirement that cities and towns publish information about their local licensing process in a conspicuous place and online, and create a standard evaluation form to ensure businesses have clarity about why licenses are issued to certain entities over others;
- * Requiring that host communities with saturated licensing caps reserve for equity businesses at least one, and as many as 50% of any expanded license opportunities; and
- * Authorizing the Commission, starting March 1, 2025, to fine cities and towns that are found to be out of compliance with the Commission's municipal equity regulations, and deposit those fines into the Cannabis Social Equity Trust Fund.

Suitability

- * In accordance with Chapter 180, eliminating previously existing disqualifiers that prevented individuals with certain criminal backgrounds from employment in the legal industry as Registered Agents for Marijuana Establishments and Medical Marijuana Treatment Centers, with exceptions for Independent Testing Laboratory Agents and license owners.

Following the filing of Chapter 180 regulatory changes, Commissioners have already moved forward with other policymaking priorities, including changes to delivery licenses, microbusinesses, and social consumption. Catch up on these conversations and others by reviewing recent public meeting recordings through the Commission's [YouTube channel \(@massccc\)](#) and reviewing [monthly meeting packets](#). Find future public meeting dates through the [Commission's calendar at MassCannabisControl.com](#).

Agency Updates

Chapter 180 regulations were successfully promulgated amidst other recent changes happening within the agency. In [September](#), the Commission voted

unanimously to appoint Ava Callendar Concepcion as Acting Chair throughout the regulatory review period, and on [October 16](#), Commissioners unanimously appointed Chief People Officer Debra Hilton-Creek to serve as Acting Executive Director until the return of Executive Director Shawn Collins.

Acting Chair Concepcion was appointed to the Commission's Public Safety seat in January 2021 by then-Attorney General Maura Healey. Among her contributions to date, she spearheaded the creation of the Commission's Legislative and Executive Branch Outreach Strategy, which was deployed in the Commission's [advocacy for the state equity reform law](#), and co-led regulatory review efforts focused on HCAs, municipal equity, and suitability.

Acting Chair Ava Callendar Concepcion



Acting Executive Director Hilton-Creek joined the Commission in August, bringing multi-state employment, labor, and workforce development experiences and background to the agency. She has more than 20 years' experience in organizations with 700-plus team members and multiple union representations, and previously served in the roles of HR Director, Chief HR Officer, Deputy Director, and Executive Director in social



services and healthcare organizations.

Learn more about the Acting Chair and Acting Executive Director by visiting the [“Commission and Leadership Team” page at MassCannabisControl.com.](#)

[Read Commissioner Statements on New Regulations](#)

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CANNABIS COMPLIANCE: HOST COMMUNITY AGREEMENTS AND SOCIAL EQUITY REQUIREMENTS

Nicole J. Costanzo, Esq.

Massachusetts Municipal Association
Webinar, December 11, 2023



THE LEADER IN PUBLIC SECTOR LAW
ATTORNEYS AT LAW

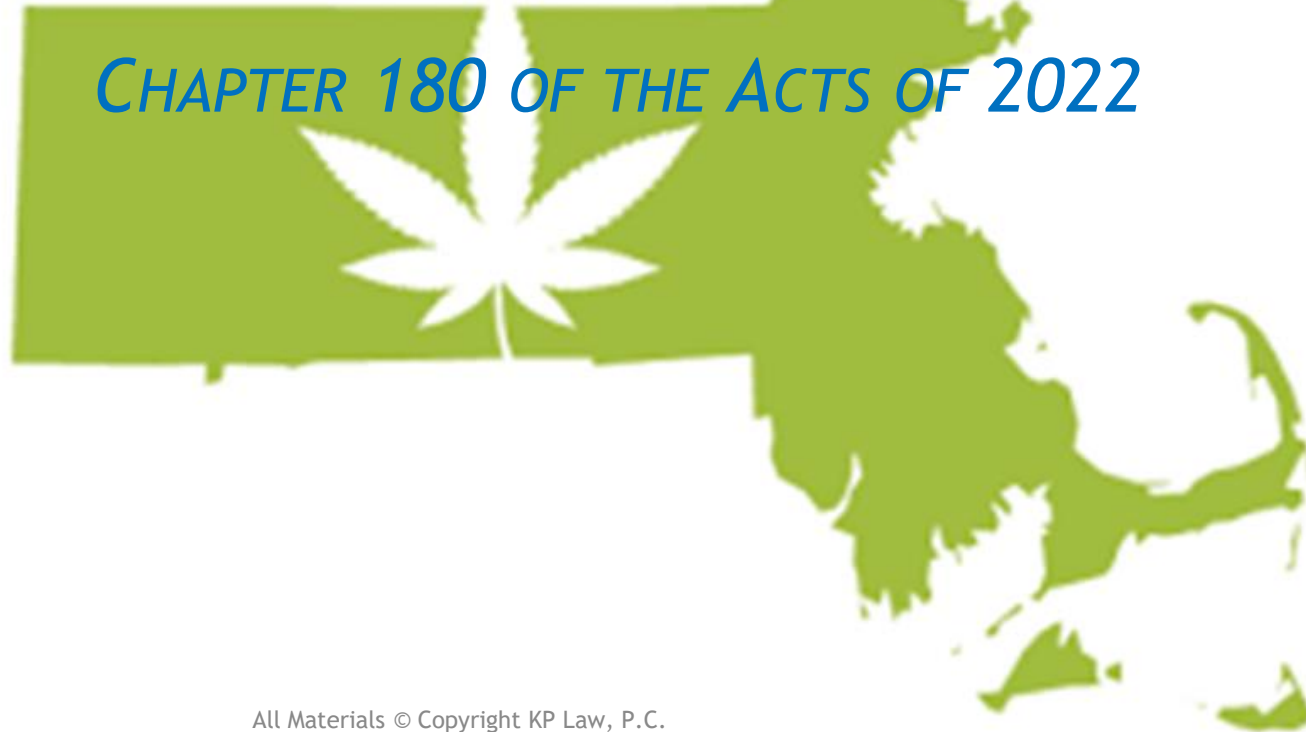
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AN ACT RELATIVE TO EQUITY IN THE CANNABIS INDUSTRY

CHAPTER 180 OF THE ACTS OF 2022



The Act significantly reformed cannabis laws including:

- ❖ Role of Massachusetts Cannabis Control Commission (“CCC”)

Final Regulations, Promulgated October 27, 2023

- 935 CMR 500.00 (Adult Use)
- 935 CMR 501.00 (Medical)

Host Community Agreements (“HCAs”)

- ❖ Community Impact Fees (“CIFs”)
- ❖ Equity Standards





THE CANNABIS CONTROL COMMISSION

The Act provides the CCC with enhanced authority

To **review, regulate, enforce and approve** host community agreements pursuant to G.L. c. 94G, §3(d);

Establish **procedures and policies** for municipalities to promote and encourage full participation in the regulated marijuana industry during negotiations of host community agreements with social equity program businesses and economic empowerment priority applicants; and

Develop a **model** host community agreement, **minimum acceptable standards** and **best practices** for municipalities and prospective licensees during negotiations of host community agreements with social equity businesses

HOST COMMUNITY AGREEMENTS

- ▶ Beginning **March 1, 2024**, the CCC shall **review and approve** each HCA as part of a completed license application and at each license renewal **to determine compliance with the Act and new regulatory requirements** (or agree to a “compliant” HCA waiver).
- ▶ The CCC may deem an HCA provision **invalid, unenforceable, or voidable**.
- ▶ The CCC may also declare an HCA or a provision of an HCA voidable upon deeming the HCA as a **contract of adhesion**.
- ▶ The CCC may issue **fines and other sanctions** against a host community that is “noncompliant” with HCA regulatory requirements.
- ▶ Approval of HCAs may be conditioned on a Host Community being in **good compliance standing** with the CCC.

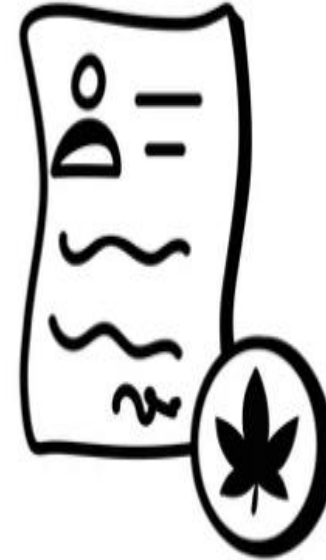


New Regulatory Requirements:

HCAs must now satisfy certain “minimum acceptable requirements” including, but not limited to:

1. No Host Community may impose an unreasonable condition or a term that is “unreasonably impracticable” in an HCA

Unreasonably Impracticable means that the measures necessary to comply with the regulations, ordinances or bylaws subject licensees to unreasonable risk or require such a high investment of risk, money, time or any other resource or asset that a reasonably prudent businessperson would not operate a marijuana establishment.



THE REGULATIONS IDENTIFY THE FOLLOWING CONDITIONS THAT ARE PRESUMED REASONABLE:



- ✓ It is required under by local rules, regulations, ordinances, or bylaws;
- ✓ It has been “**deemed necessary** to ensure public safety and proposed by the chief law enforcement authority and/or fire protection chief with **explanation and detail** why the condition is necessary for public safety.”
- ✓ It has been “**deemed necessary** to ensure public health and proposed by the chief public health authority in a Host Community with **explanation and detail** why the condition is necessary for public health.”
- ✓ It is a local requirement **customarily imposed** by a Host Community on other, non-cannabis businesses operating in the community;
- ✓ It is required by law;
- ✓ It does not conflict with other laws; or
- ✓ It is otherwise “**deemed reasonable** by the Commission based on **particular circumstances** presented by an HCA or contracting parties”

2. HCAs must include a statement of all stipulated responsibilities between a Host Community and a Marijuana Establishment Licensee/License Applicant including:

- A provision requiring a Host Community to **annually transmit its invoice of claimed impact fees**, if any, to a Licensee **within one month of the anniversary** of the date the Marijuana Establishment received final licensure;
- A provision **explicitly identifying any generally occurring fees** to be charged by a Host Community.

“Generally occurring fees are customarily imposed on other non-cannabis businesses” operating in a Host Community and shall not be considered a CIF (e.g., routine water, property tax, sewer, trash pickup etc.)”



4. HCAs must also include “clear, specific terms” regarding a host community’s assessment of a CIF.

3. In addition, HCAs must include the following information:

- ✓ The certified business name of the licensee as recorded with the Secretary of State and CCC
- ✓ The specific type of marijuana operations permitted (e.g., manufacturing, retail, delivery, cultivation, etc.);
- ✓ The name, signature, and title of the individual(s) authorized to enter into the HCA;
- ✓ The date(s) of execution by both parties;
- ✓ The effective date of an HCA; and
- ✓ The duration of an HCA.



Prohibitions:

The following terms, conditions, or clauses are prohibited in an HCA:



1. Provisions **discouraging** parties from bringing a civil cause of action or other legal challenge relative to an HCA or to an individual term;
2. Provisions requiring **upfront payments** as a condition for operating in the Host Community;
3. Provisions that require money to be held in **escrow, bond, or other similar account** for a Host Community's use or purposes;
4. Provisions that afford a Host Community **sole and absolute discretion** on how it will spend a CIF;
5. Provisions that mandate or otherwise require that the CIF be a **certain percentage** of a total or gross sales;

6. Provisions that impose legal, overtime, or administrative costs or **any costs other than a CIF** with the exception tax obligations or routine, generally occurring municipal fee;
7. Provisions that categorically deem a Host Community's claimed impact fees to be **reasonably related** or that otherwise excuse a Host Community from calculating impact fees based on the actual operations of a Marijuana Establishment;
8. Provisions that require a Marijuana Establishment to make **any additional payments or obligations** including but not limited to monetary payments, in-kind contributions, providing staffing, advance payments, or charitable contributions;
9. A provision including or otherwise **deeming** good faith estimates, unquantifiable costs, generalized expenses, or pro-rated **expenses as a CIF**; and
10. Provisions waiving a Marijuana Establishment's ability to dispute whether impact fees claimed by a Host Community are **reasonably related** and properly due and payable as a CIF.

“No Host Community may rely on other written instruments, contracts, or agreements to impose terms or conditions on a License Applicant, Marijuana Establishment, or Medical Marijuana Treatment Center outside of an HCA”

*“A contractual financial obligation, other than a CIF, that is **explicitly** or **implicitly** a factor considered in or included as a condition of an HCA is unenforceable”*

Express exceptions include taxes and generally occurring fees (e.g., water, sewer, property tax, etc.)





HCA REVIEW AND CERTIFICATION

- ▶ All applications for renewal and initial licensure **submitted on or after March 1, 2024**, must include an HCA that complies with 935 CMR 500.000 (or 935 CMR 501.000) or a compliant HCA Waiver CCC is required to complete its review of an HCA within ninety (90) days after the HCA is received.
- ▶ Failure to submit a compliant HCA or a compliant HCA Waiver with an application for licensure may result in an application remaining **incomplete** or may be grounds for denial of a renewal application.
- ▶ The CCC will provide written notice to the parties of any **deficiencies** identified by during its review of the HCA for compliance and may request additional information from the marijuana business and the host community.

If the CCC determines that the HCA does not comply, the HCA determination notice shall state:

- ▶ The **factual basis** for the finding of noncompliance, including identification of the noncompliant term(s), condition(s), or provision(s) of the HCA, if applicable;
- ▶ The parties' **option to correct** the noncompliance and submit an amended HCA;
- ▶ The parties' option to submit an **HCA Waiver**; and
- ▶ The parties' option to proceed under an executed HCA that conforms with the CCC's Model Host Community Agreement, to be relied on in the interim until the parties come to an agreement

Notably, the draft provision, which would have included notice of “either party’s option to discontinue relations as host community and license applicant” was not included in the final regulations



Still, the regulations allow host communities to **discontinue relations ...**



“A Host Community shall notify a Marijuana Establishment if it no longer intends to continue as a Host Community for a Marijuana Establishment. **A Host Community shall not discontinue relations with a Marijuana Establishment in bad faith.** On receipt of a notice of discontinuance from a Host Community, the Marijuana Establishment shall notify the Commission.”

935 CMR 500.180(3)(c)(5)

If a host community discontinues relations with a marijuana establishment, then a marijuana establishment may submit a request for equitable relief to the CCC

- ▶ A marijuana establishment shall ensure that the request for equitable relief includes a host community's notice.
- ▶ The CCC may exercise its discretion to grant one or more of the following equitable remedies to a marijuana establishment:
 - ▶ **Extension of a license expiration date** without incurring additional prorated fees;
 - ▶ **Waiver of a Change of Location fee;**
 - ▶ Institution of procedures for winding down operations;
 - ▶ **Other equitable relief as determined** by the CCC.
- ▶ If the CCC grants or denies equitable relief to a marijuana establishment, it will provide notice of its decision to a marijuana establishment and a host community.





- A host community or a marijuana establishment may seek relief from a court of competent jurisdiction.
- Any action subsequently taken to deny a marijuana establishment's renewal application due to failure to produce a **compliant HCA** or a **compliant HCA Waiver** shall afford marijuana establishments a right to an administrative **hearing**
- A host community may seek intervention as a party to the hearing.

HCA WAIVERS

- ▶ A host community may waive the regulatory requirement to have a compliant HCA by submitting an HCA Waiver, in the form and manner determined by the CCC, **at any time**.
- ▶ An HCA Waiver constitutes a **total relinquishment** of the requirement to enter into an HCA.
- ▶ No party to an HCA may use an HCA Waiver to waive **individual provisions** of an HCA. An HCA Waiver that sets an expiration date or any conditions is deemed **noncompliant**.
- ▶ An HCA Waiver **may only be rescinded on CCC approval** of an HCA subsequently executed and submitted by the parties.



COMPLAINTS ALLEGING NONCOMPLIANCE

- ▶ If an allegation of noncompliance with HCA regulatory requirements is substantiated, CCC may take administrative or enforcement action against a host community including sending a notice of deficiency, requesting additional information, or “**otherwise taking action**”
- ▶ Failure by a host community to correct the noncompliant conduct may result in one or more of the following:
 - ▶ Issuance of **sanctions** pursuant to 935 CMR 500.360 (assessment of an administrative fine of up to \$50,000 per violation, with a right to an administrative hearing)
 - ▶ Loss of a host community’s **good compliance** standing;
 - ▶ **Identification** of a host community lack of good compliance standing in a form and manner determined by the CCC; or
 - ▶ **Abstaining** from consideration of any new license applications affiliated with a host community until a host community’s good compliance standing is restored.

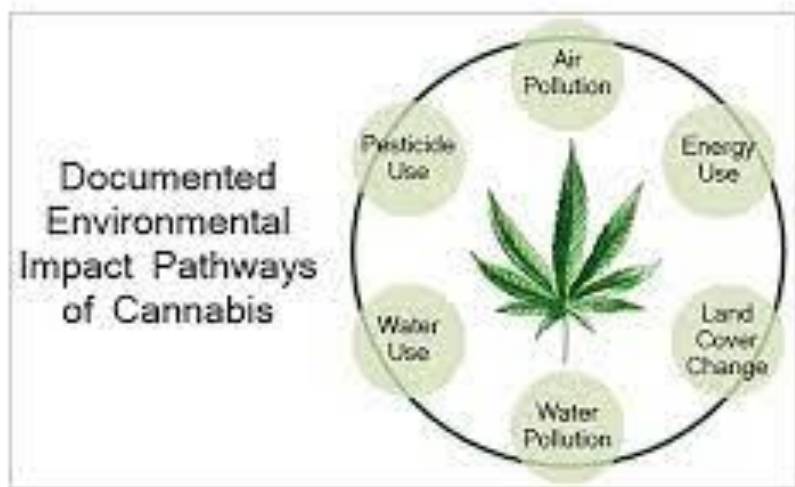
COMMUNITY IMPACT FEES

- ▶ CCC is “charged with establishing criteria for **reviewing, certifying, and approving** CIFs”
- ▶ To qualify as a CIF, an impact fee alleged by a host community must be “reasonably related” to costs imposed by the operation of the marijuana establishment



Reasonably Related means a demonstrable nexus between the actual operations of a marijuana business and an enhanced need for a host community's goods or services in order to offset the impact of operations.

Fees customarily imposed on other non-marijuana businesses operating in a host community shall not be considered Reasonably Related.



- ✓ A host community shall ensure that the initial invoice period of alleged CIF covers a one-year period that starts from the date the CCC grants a final license.
- ✓ A host community shall further ensure that all subsequent, one-year invoice periods are consistent with the anniversary of a final license date.
- ✓ The CCC will not certify any CIFs attributable to dates outside of the applicable invoice period.
- ✓ A host community shall transmit its CIF invoice no later than one month after the anniversary of the date the received a final license from the CCC.



- ✓ A host community seeking to assess a CIF shall transmit an itemized invoice in a form and manner determined by the CCC documenting alleged impact fees arising from the preceding year of operations.
- ✓ A host community shall ensure that CIF invoices include a specific description of how the alleged impact fees were spent, including each line item for each good or service charged stating its cost, purpose, and relation to operations.
- ✓ CIF shall not include any legal costs incurred by a host community to defend against a lawsuit brought by the marijuana establishment
- ✓ A host community's failure to transmit the CIF invoice within the prescribed time shall result in a forfeiture of any CIF for the applicable year of operations.
- ✓ A host community shall ensure that the CIF invoice is restricted to the license number(s) operating from the licensed premises alleged to have impacted the community.
- ✓ Within 30 calendar days of receiving a host community's invoice of alleged CIFs, the marijuana establishment shall submit the invoice and any supporting documentation, if applicable, to the CCC in a form and manner determined by the CCC.
- ✓ A marijuana establishment that has agreed to pay a CIF under its HCA shall annually pay any undisputed CIF no later than the end of the current fiscal year OR ninety (90) days from the date of the CCC's certification, whichever is later.

The CCC shall make a determination certifying the CIF, in whole or in part, and notifying the parties of:

- ▶ The marijuana establishment's option to request an **administrative hearing** before an independent hearing officer of the CCC to challenge the findings of fact and conclusions of law.
 - ▶ The host community may seek **intervention** as a party to the hearing
- ▶ The marijuana establishment's option to seek **court intervention** to independently review the CIF by bringing a breach of contract action.



The parties' may also elect to bring a dispute between the parties before a **private mediator** at any time.

After a CIF dispute has resolved, a marijuana establishment must **provide proof of payment** of the certified CIF with its renewal application.

MINIMUM ACCEPTABLE EQUITY STANDARDS GOVERNING MUNICIPALITIES AND HOST COMMUNITIES

- ▶ The CCC has developed regulatory requirements for municipalities to **promote and encourage full participation** in the regulated Marijuana industry during negotiations of HCAs with **Social Equity Businesses** and to develop **minimum acceptable standards** governing HCA negotiations with Social Equity Businesses
- ▶ Host Communities must adopt local rules or bylaws to comply with 935 CMR 500.181(3) on or **before May 1, 2024**
- ▶ A Host Community shall submit an **attestation** in a form and manner determined by the CCC affirming that complied and identifying the specific laws passed, as well as **copies of its equity plan** to the CCC.
- ▶ Failure to comply may result in **finest**, after receiving notice and opportunity to comply, no sooner than **May 1, 2025**



MANDATORY TRANSPARENT PRACTICES TO PROMOTE AND ENCOURAGE FULL EQUITY PARTICIPATION



A host community **must publicize** certain information in a conspicuous location at its offices and on its website which shall, at minimum, include:

- ▶ **All** required steps of a host community’s “**local approval process**”, including, but not limited to, **all associated fees**, **deadlines**, and **meeting schedules** for local bodies involved in the local approval process
 - ▶ **Local Approval Process** means the steps involving a host community’s cannabis licensing, including, but not limited to, zoning, all associated fees, deadlines, and meeting schedules for local bodies involved in such processes
- ▶ **Identification of key individuals** involved in a host community’s local approval process, including, but not limited to, their name, title, business address, and business contact information such as email address or phone number

**MANDATORY
TRANSPARENT
PRACTICES TO
PROMOTE AND
ENCOURAGE FULL
EQUITY
PARTICIPATION**

- ▶ A list of **all documentation** required by a host community's local approval process, in **downloadable form and paper form**
- ▶ Identification of **application criteria** for local approval to operate a marijuana establishment and **scoring methodologies** relied on by a host community
- ▶ **General scoring information** for all applicants and a host community's scoring of each individual applicant
- ▶ **A host community's explanation, in narrative form, of its reasoning for the approval or denial of an application**
- ▶ Any other information required by the CCC



- ▶ A host community must develop an equity plan to promote and encourage full participation that:
 - ▶ *Encourages applications* from Social Equity Businesses; and
 - ▶ Includes *goals, programs, and measurements* a host community will utilize to promote and encourage equity participation.
- ▶ A host community shall publish data regarding its total applicant pool, which shall identify each Social Equity Business and license applicant that has been designated as a Social Equity Program Participant or Economic Empowerment Priority Applicant, or who have been pre-verified.
- ▶ A host community shall adhere to “best practices” for HCA negotiations



CCC's BEST PRACTICES FOR HCA NEGOTIATIONS



- ▶ Develop a **standard evaluation form** (or use a form developed by the CCC) that scores components of an application.
- ▶ The evaluation form shall include consideration of equity in the **overall evaluation score**, which must comprise not less than 25% of the total evaluation score.
- ▶ In circumstances where a host community imposes a cap on the number of businesses that may obtain local approval to operate, **if a host community later decides to allow additional businesses, at least 50% of those licenses, but no less than 1 license**, above the previously-established cap shall be reserved for Social Equity Businesses or license applicants that have been designated as Social Equity Participants or Economic Empowerment Priority Applicants.

Standards for Negotiations with Equity Parties

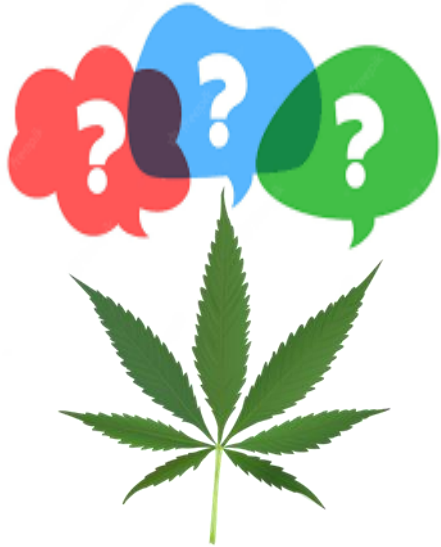


- ▶ Prioritize negotiations of HCAs with equity parties.
- ▶ Engage in an ongoing dialogue by providing multiple opportunities for discussion and negotiation of HCA terms including, at minimum, two conferences.
- ▶ Include any attorney, representative, or other advocate, if elected by an equity party, in all negotiation discussions and conferences.
- ▶ Promote language access by providing a certified interpreter or translator to assist an equity party during all negotiation discussions and conferences.
- ▶ Provide reasonable opportunities for an equity party to review a proposed HCA, HCA term or condition outside of a negotiation conference, or to seek review or input by a third party of their choice.
- ▶ Negotiate the terms of an HCA in good faith, including consideration of flexible terms that may mitigate particular challenges affecting an equity party, such as access to capital, with all terms and clauses conspicuously identified and openly discussed.
- ▶ Allow an equity party to propose an amendment to, or seek cancellation of, an HCA within thirty days from the date of execution of the HCA.

- ▶ Host Communities must also adopt a **plan to positively impact communities** that were disproportionately harmed by marijuana prohibition and enforcement.
- ▶ Host Communities must publicize this plan in a conspicuous location at their offices and on their website. The plan must outline the goals, programs, and measurements the Host Community will pursue.



ANY FINAL QUESTIONS?



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(617) 556-0007

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www.k-plaw.com

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TOWN OF BREWSTER

Payment History

Date Range Searched: From 12/21/2023 To 1/5/2024

Department(s) Searched: DOR

Number of Payment Lines Found: 8

[Understanding Payments History](#)

Return Payments History Search

Address ID: AD001---2198 MAIN ST BREWSTER, MA

Payment Number: **355F3000362**

Payment Date: **12/29/2023**

Department	Payment Ref. #	Contract Number	Line Amount	Check Amount
DOR - DEPARTMENT OF REVENUE	BFY2024 SEP - NOV MEALS	FY2024LOCOPTIONMEALS	\$107,371.30	\$107,371.30
Check Description: FY2024 Sep - Nov Meals				
			Penalty Interest Amount:	-
DOR - DEPARTMENT OF REVENUE	BFY2024 SEPT - NOV CANNABIS	FY2024MARIJUANA00000	\$30,772.85	\$30,772.85
Check Description: FY2024 Sept - Nov Cannabis				
			Penalty Interest Amount:	-
DOR - DEPARTMENT OF REVENUE	BFY2024 SEPT - NOV ROOMS	FY2024ROOMSCONSOLIDA	\$1,292,252.88	\$1,292,252.88
Check Description: FY2024 Sept - Nov Rooms				
			Penalty Interest Amount:	-
			Total Amount	\$1,430,397.03

Payment Number: **361F3003003**

Payment Date: **12/29/2023**

Department	Payment Ref. #	Contract Number	Line Amount	Check Amount
DOR - DEPARTMENT OF REVENUE	FY24DECADDCH70	24LOCALAIDPAYMENT029	\$1,140.00	\$1,140.00
Check Description: minimum aid supplement				
			Penalty Interest Amount:	-
DOR - DEPARTMENT OF REVENUE	FY24DECCHAP 70	24LOCALAIDPAYMENT001	\$90,803.00	\$90,803.00
Check Description: reimbursement of school aid to cities,				
			Penalty Interest Amount:	-
DOR - DEPARTMENT OF REVENUE	FY24DECELDERLY	24LOCALAIDPAYMENT013	\$1,422.00	\$1,422.00
Check Description: reimbursement for loss of taxes g l ter				
			Penalty Interest Amount:	-
DOR - DEPARTMENT OF REVENUE	FY24DECSOL	24LOCALAIDPAYMENT005	\$43,789.00	\$43,789.00
Check Description: reimbursement to cities in lieu of taxes on state owned land				
			Penalty Interest Amount:	-
DOR - DEPARTMENT OF REVENUE	FY24DECUGGA	24LOCALAIDPAYMENT019	\$39,334.00	\$39,334.00
Check Description: unrestricted general government local aid				
			Penalty Interest Amount:	-
			Total Amount	\$176,488.00

Address ID: AD001---2198 MAIN ST Total: \$1,606,885.03 \$1,606,885.03

Archived: Thursday, January 4, 2024 11:32:59 AM

From: [DLS=20Alerts](#)

Mail received time: Thu, 16 Nov 2023 22:39:18

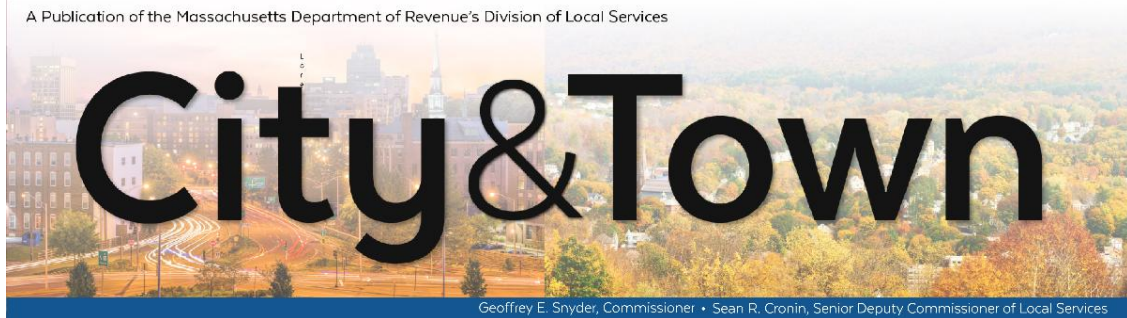
Sent: Thursday, November 16, 2023 5:39:18 PM

To: [Peter Lombardi](#)

Subject: City & Town - November 16th, 2023

Importance: Normal

Sensitivity: None



November 16th, 2023



In this edition:

- * **EQV: Leveling the Playing Field – Part 2**
- * **Adult-Use Cannabis Sales and Impacts on Local Finances**

By the Numbers

City & Town provides updates on the progress of the tax rate and certification process. This information is available 24/7 by [clicking here](#).

Preliminary Certifications
Approved: 48

Final Certification: 39 (of 67 total)

LA4 (Assessed Values):
243 approved (268 submitted)

LA13 (New Growth):
241 approved (258 submitted)

Tax Rates: 68 approved

Balance Sheets: 203 approved

Total Aggregate Free Cash

EQV: Leveling the Playing Field – Part 2

**James J. Paquette – Bureau of Local Assessment Program
Coordinator**

In a recent edition of *City & Town*, [we introduced the basics of Equalized Valuations \(EQV\)](#). In this edition, we'll examine data trends and provide helpful context related to EQV. For reference, EQV data is available on the DLS website by [clicking here](#).

Value Changes in EQV from 2020 to 2022

Before we begin, it's important to note that EQV does not include property exempted from local taxation. In 2020 EQV totaled \$1.42 Trillion statewide and increased to \$1.58 Trillion in 2022 statewide which was an overall increase of 11.5%. In 2022 the average change per community was 11.8% for all 351 cities and towns in the Commonwealth. The three municipalities with the highest change from the prior 2020 EQV are Everett, Egremont and Blanford with changes of 35.2%, 33.6%, and 33.4%,

Important Dates & Information

DLS Fall Update

Fall is one of the busiest times of the year in municipal finance. To assist local officials with certain reporting requirements, municipal responsibilities, billing processes and regulatory functions, DLS has compiled the following resources, tools and guidance for this time of year. Bookmark our Fall resources [here](#).

Reducing Flood Risk through Local Actions: Upcoming Regional Engagement Sessions

The Executive Office of Economic Development (EOED) is hosting a series of online engagement sessions to inform development of a Local Floodplain Action Guide, a guide to assist cities and towns in taking impactful zoning, administrative, and other local actions to reduce flood risk and promote flood-resilient construction. Municipal staff, elected officials, regional planning agencies, community-based organizations, and stakeholders are invited to join. Sessions will be conducted in an online format, with date, time, topic, and joining details published [here](#). Upcoming sessions currently include:

Reducing Flood Risk in Boston Harbor and the North & South Shores
Thursday - 11/30/23
12pm

Reducing Flood Risk in the Cape, Islands, and South Coast
Thursday - 12/07/23
12pm

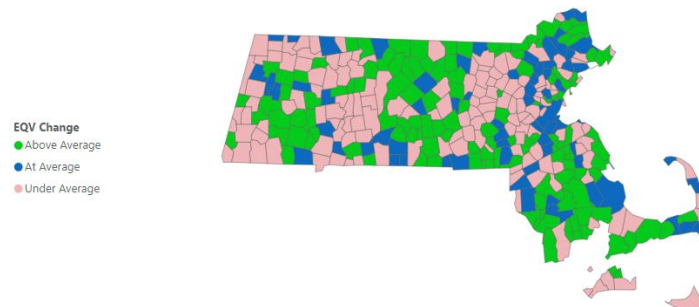
New DLS Visualization Tool Highlights Trends in Municipal Debt

DLS is pleased to announce the release of our latest municipal finance visualization. Our new [Trends in Municipal Debt](#) tool provides an in-depth look at both general fund debt service and outstanding debt using data collected through the [DLS Gateway application](#). Individual charts show trends in debt service over time and sort the data by type and per capita. We've also included a glossary page to help

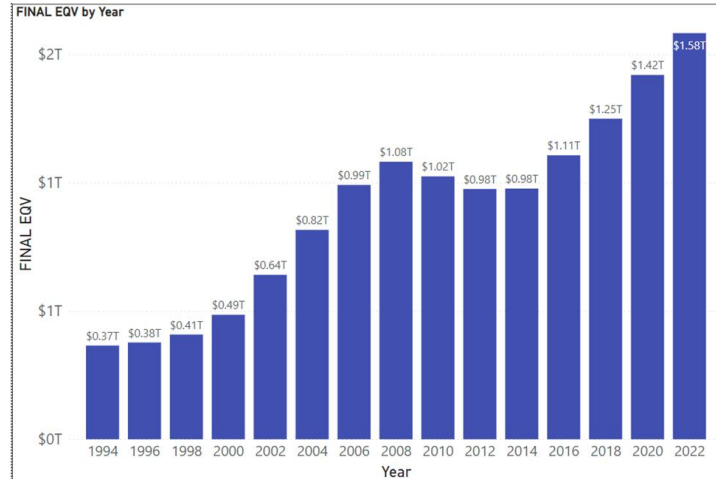
respectively. The three communities with the lowest change from the prior 2020 EQV are Goshen, Dover and Mount Washington with changes of 1.5%, 0.8%, and 1.65%.

When sorted by the 14 counties in Massachusetts, eight saw a total average below the community average and six saw a total above the community average. The largest change occurred in Suffolk County with 16.1%, while the smallest was in Nantucket with 2.5%. To view EQV data in more detail, [click here](#).

Change from EQV 2020 to EQV 2022 [Avg change 11.8%]



Reviewing EQV from 1994-2022



When reviewing the previous 15 EQVs, it becomes apparent that changes in values have had their ups and downs. Despite these fluctuations, there has been a 433% increase over 28 years. All four classes of property have seen major increases from the 1994 EQV to the 2022 EQV, with Residential showing the greatest increase and Industrial showing the smallest.

explain many of the terms associated with [municipal debt](#). Each dashboard can be downloaded to a PDF file, and the source data can be accessed using the "351 Report" button.

Please email any feedback to the Data Analytics & Resources Bureau at DARB@dor.state.ma.us.

New Informational Resource Page for City/Town Clerks

The Division of Local Services is pleased to announce the availability of materials on the Municipal Finance Training & Resource Center under [resources by position](#) to assist city or town clerks. A city or town clerk is an integral member of the municipal management team and a central information point for residents. While the job responsibilities may vary from community to community in Massachusetts, the clerk is a bonded official who is the municipality's record keeper and often the chief election officer. The new page is one stop shopping for the following topics important to clerks:

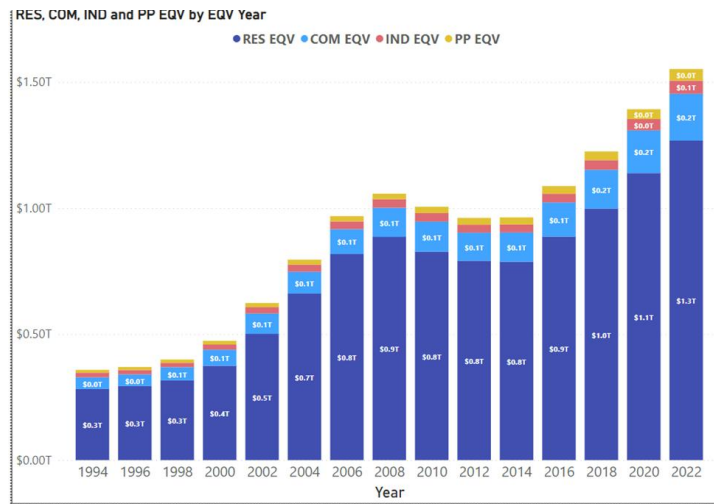
- * Overview of responsibilities
- * Adopting local option excise
- * Local elections and town meeting
- * Local Officials Directory
- * Municipal debt and borrowing
- * Proposition 2 ½ votes
- * Record legislative action
- * Tax rate setting process

Be sure to bookmark the [Municipal Finance Training and Resource Center](#) page and subscribe to our [YouTube channel](#).

2024 Municipal Cybersecurity Awareness Grant Program

The Executive Office of Technology Services and Security (EOTSS) is pleased to announce the Municipal Cybersecurity Awareness Grant Program (MCAGP) for 2024!

The MCAGP is **open to all local government agencies** (municipalities, public school districts, libraries, police departments, fire departments, planning commissions, and municipally run utility departments and airports), as well as members of the PERAC Retirement System. The program



Year	RES EQV	COM EQV	IND EQV	PP EQV
1994	\$282,062,458,000	\$46,226,481,300	\$18,304,767,700	\$11,305,583,400
1996	\$293,501,914,900	\$46,532,188,500	\$17,157,212,500	\$12,121,604,300
1998	\$316,318,518,000	\$52,251,692,700	\$17,693,295,800	\$12,826,568,400
2000	\$374,276,024,600	\$63,570,459,400	\$20,585,268,600	\$14,874,065,100
2002	\$501,084,844,800	\$80,667,212,900	\$24,753,668,000	\$16,785,483,600
2004	\$660,695,571,800	\$86,455,093,800	\$28,166,582,000	\$20,046,946,900
2006	\$817,653,336,500	\$98,582,344,400	\$30,894,661,100	\$20,797,715,000
2008	\$885,843,763,100	\$115,478,349,400	\$34,043,472,400	\$21,685,046,400
2010	\$826,964,992,100	\$119,211,186,200	\$33,985,021,200	\$25,067,089,800
2012	\$790,948,931,700	\$111,725,159,400	\$31,342,642,300	\$27,123,766,800
2014	\$787,306,946,600	\$116,061,747,800	\$31,366,712,900	\$28,335,018,900
2016	\$886,688,753,200	\$135,434,065,900	\$34,444,211,300	\$30,891,472,500
2018	\$997,930,495,700	\$153,788,801,600	\$38,357,164,900	\$34,544,433,300
2020	\$1,138,859,569,600	\$169,353,727,600	\$44,931,429,400	\$39,092,311,100
2022	\$1,267,771,918,400	\$185,815,253,200	\$52,063,603,500	\$46,283,221,800

A Closer Look at 2014-2022

There has been a continuing increase in EQVs for all four property classes over the last four EQVs. Residential continues to represent the most significant change, increasing from \$787B in 2014 to \$1.3T in 2022.

improves overall cybersecurity posture by helping organizations mitigate their human risk through awareness training, and monthly threat simulations (phishing campaigns).

EOTSS' Office of Municipal and School Technology (OMST) procures the user licenses and manages the program – making the program **free** to participating organizations. More specific information about the program, learning paths, and information sessions can be found [here](#). The applications are now available, but act quickly! The application period will close when all available seats are taken or on January 10, 2024, whichever occurs first.

Latest Issue of *Buy the Way Now* Available

Don't miss Issue #23 of [Buy the Way](#), the official magazine of the Operational Services Division (OSD).

[Click here](#) to get news and updates from OSD delivered to your inbox.

BULLETIN-2023-6: Massachusetts Statewide Opioid Settlement Funds

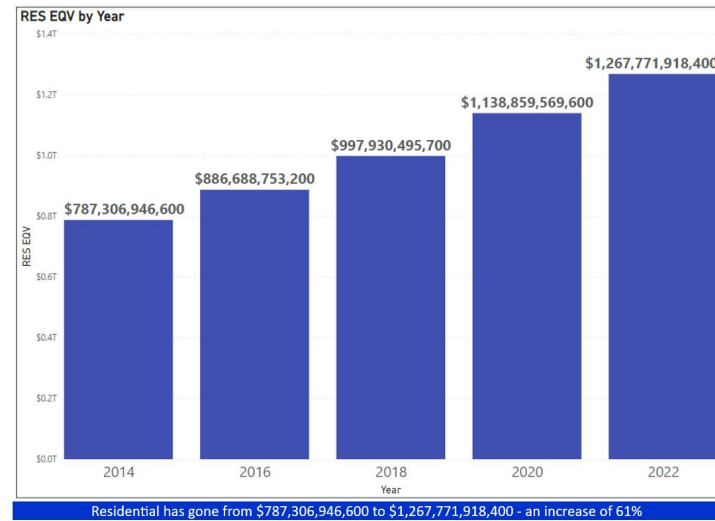
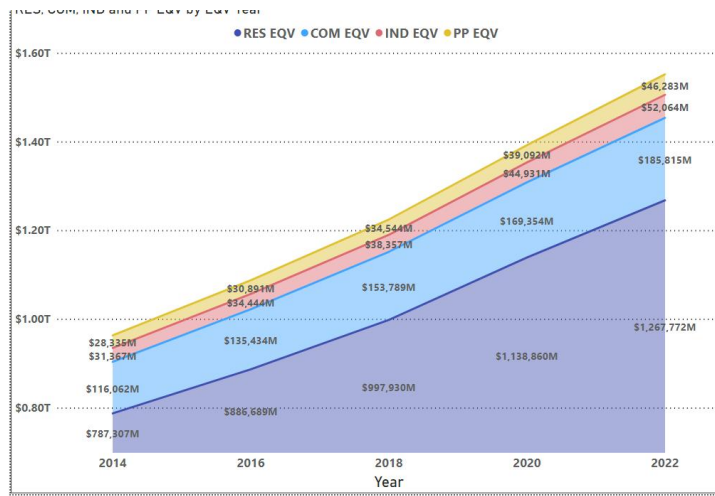
The Division of Local Services (DLS) Bureau of Accounts has issued Bulletin 2023-6. Bulletin 2023-6 is a reminder to city and town accounting officials of the requirements for the accounting treatment of statewide opioid funds as well as the reporting requirements to document their use in accordance with the State Subdivision Agreement.

[BUL-2023-6 – Massachusetts Statewide Opioid Settlement Funds](#)

To access IGRs, LFOs and Bulletins, please visit [this webpage](#).

BULLETIN-2023-5: Tax Title Foreclosure Surplus Proceeds

The DLS Municipal Finance Law Bureau has a new Bulletin. Bulletin 2023-5 discuss a recently decided United States Supreme Court case, Tyler v. Hennepin County, 598 U.S. 631 (2023). As a result of that decision, there is uncertainty as to whether or not tax title foreclosure surplus proceeds will need to be returned to



Reviewing Commercial, Industrial and Personal Property EQV

Property is broken into four separate and distinct classifications. They are residential, commercial, industrial, and personal property. More information on property classification and taxation can be found [here](#). When reviewing EQV broken down by classification, it's important to acknowledge changes beyond those in the residential class. Commercial EQV has increased 60% from \$116B to \$186B. Industrial has increased 66% from \$31B to \$52B. Personal property has increased 63% from \$28B to \$46B.

property owners. The Bureau notes that DLS will not object to a community temporarily holding any such surplus proceeds in an agency account until there is a directive from the courts on this matter.

[BUL-2023-5 – TAX TITLE FORECLOSURE SURPLUS PROCEEDS](#)

To access IGRs, LFOs and Bulletins, please visit this [webpage](#).

MassDEP: New Large Entity Reporting Requirement

The Massachusetts Department of Environmental Protection (MassDEP) adopted a new regulation 310 CMR 7.41: *Large Entity Reporting Requirement* that became effective on September 1, 2023, which requires large entities (fleet owners, businesses, government agencies, municipalities, brokers, etc.) to submit a one-time report on medium- and heavy-duty (MHD) vehicles greater than 8,500 lbs. operated or dispatched in Massachusetts. Specific information that must be reported includes vehicle type and usage characteristics.

This report will help MassDEP assess the best way to develop electric vehicle charging infrastructure and programs to support and accelerate the MHD zero emission vehicle market in Massachusetts.

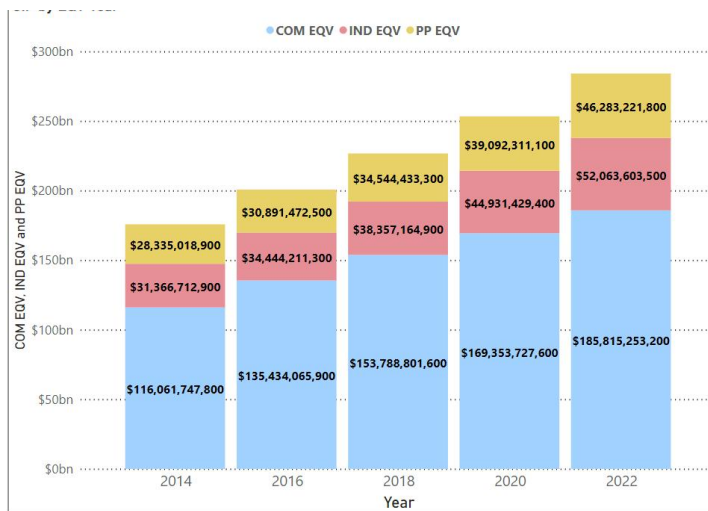
Entities must submit the report to MassDEP by **5:00 PM on Friday, March 1, 2024**. To determine whether an entity is required to report, follow the instructions provided in the link below:

<https://www.mass.gov/how-to/large-entity-reporting-requirement>

"Adopting Local Option Excise Taxes" Training Video Now Available

DLS is pleased to announce the availability of a [new training video](#) explaining the process for adopting a local option excise on room occupancy, meals and adult use recreational marijuana, or a community impact fee on short-term rentals in your community. The training also covers the Division of Local Services' role in local option excises, discusses the timetable involved with adopting any of these options, and provides

examples of warrant language to



We hope you've found this information interesting and useful. To view EQV data in more detail, [click here](#). If you have any questions regarding your community's EQV or would like to suggest a topic for future articles, please email us at bladata@dor.state.ma.us.

Adult-Use Cannabis Sales and Impacts on Local Finances

Melinda Ordway – Financial Management Resource Bureau

Project Manager

It's been five years since the first legal adult recreational use cannabis sales began in Massachusetts. Once the Massachusetts Cannabis Control Commission approved final licenses for two retail shops in Leicester and Northampton, they opened for business on November 20, 2018. While these were the first establishments to sell adult-use, non-medical, marijuana products on the East Coast, additional shops opened in 13 other Massachusetts communities before the end of the calendar year.

The legalization of recreation cannabis was accomplished after Massachusetts voters passed a statewide ballot question in 2016 and former Governor Charlie Baker signed the measure ([c. 55 Acts of 2017](#)) into law on July 28, 2017. Each municipality then decided to prohibit marijuana establishments or by ordinance or bylaw allow them, enacting applicable zoning and adopting the local

Examples of warrant language to assist you in preparing for a vote on a local option excise tax.

The [training video](#) is now available on the DLS YouTube channel, along with the [presentation slides](#). Additional [local options related training resources](#) and [local options data and reporting](#) information is also available on the DLS website. If you have any questions relative to adopting local option excise taxes please contact databank@dor.state.ma.us.

OIG Offers No Cost Procurement Training for Municipalities

The Office of the Inspector General introduced a pilot program, "One Free Designee," that offers core public procurement training to one public employee per municipality at no cost. Effective in FY 24 (July 1, 2023 – June 30, 2024), the OIG is offering free tuition for the three courses required for one employee to receive MCPPO designation to any municipality in the Commonwealth for whom the cost is a barrier. The \$100 fee associated with all designation applications and renewals has been eliminated.

To receive the free training for an employee, the chief municipal officer (Mayor, Manager/Administrator or Select Board Chair) must submit a [form](#) indicating the employee they wish to receive the training and an acknowledgement that obtaining the cost of training could be a factor in obtaining the designation.

If you want to learn more about the MCPPO designation, please visit our [website](#). If you have any questions, please email the OIG at MA-IGO-TRAINING@mass.gov.

[One Free Designee Application Form | Mass.gov](#)

DLS Links:

[COVID-19 Resources and Guidance for Municipal Officials](#)

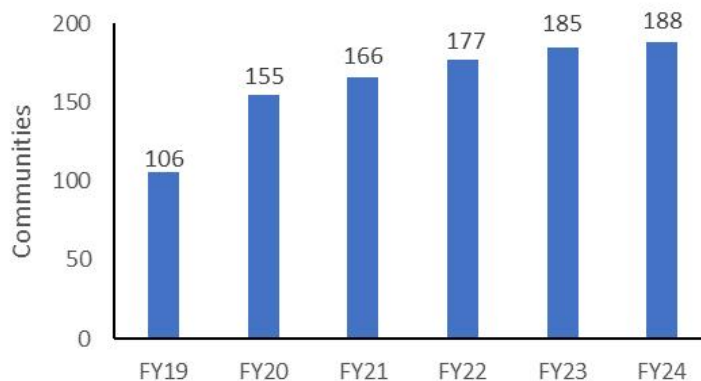
[Events & Training Calendar](#)

[Municipal Finance Training and Resource Center](#)

option cannabis excise ([G. L. c. 64N, § 3](#)).

The Division of Local Services (DLS) issued [Bulletin 2018-3](#), providing information about the procedures for implementing the local option cannabis excise, which is separate from the cannabis impact fee. A majority vote of the legislative body, subject to local charter, must accept [G. L. c. 64N, § 3](#) and specify the local excise rate up to 3%. Like rooms and meals excise, the city or town clerk must [notify DLS Municipal Databank](#) of the adoption within 48 hours of the vote. The Department of Revenue (DOR) collects the local option excise for a community based on the wording of the legislative vote and the date DLS is notified, and then the revenue taken in is distributed at the end of each fiscal year quarter. In the first year FY2019, 106 communities notified DLS of their local adoption, which has climbed to 188 communities over five years.

Local Option Cannabis Excise Adoption Reported to DLS



As a new industry in Massachusetts, it had a slow start. The [Massachusetts Cannabis Control Commission](#) (Commission) is the regulatory body that built a new independent agency and legal industry from the ground up. The Commission hired staff, developed regulations, and instituted compliance procedures to handle applications, perform inspections, and grant licenses. Over time, the process has been streamlined for new and renewing licenses for cultivators, product manufacturers, retailers, independent testing laboratories, microbusinesses, marijuana couriers, and more. Additionally, cannabis businesses had to find communities willing to negotiate best agreements for cultivation

[Local Officials Directory](#)

[Municipal Databank](#)

[Informational Guideline
Releases \(IGRs\)](#)

[Bulletins](#)

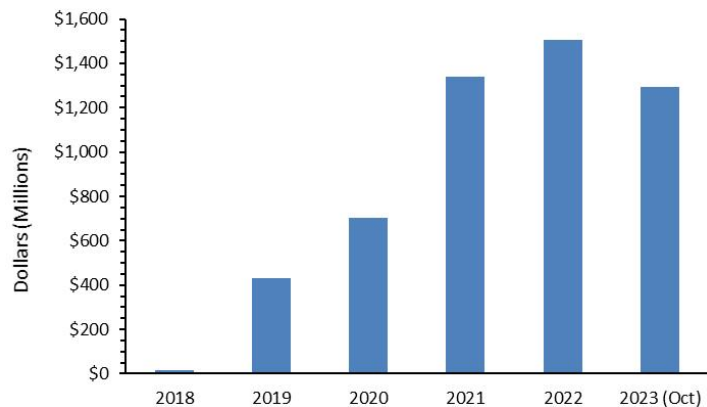
[Tools and Financial
Calculators](#)



communities willing to negotiate most agreements for cultivation, manufacturing and/or retail operations. Adding to this, all marijuana being sold in Massachusetts must be grown in the state. Constructing a cultivation or manufacturing facility takes time and capital. Once built and fully equipped, it takes time to grow the crop and as well as to convert raw materials into finished cannabis products. As this industry has matured, new establishments have been licensed and settled in many communities across Massachusetts, jumping in on a hot and growing market.

According to data from the Commission, there was just over \$15 million in sales during the last two months of 2018. As seen in the graph below, statewide sales for cannabis have grown year-over-year with over \$433 million in 2019, \$702 million in 2020, \$1.34 billion in 2021, and \$1.5 billion in 2022. Sales through October 2023 are almost \$1.3 billion and, contributing to \$5.29 billion cumulative gross sales over five years.

Adult Recreational Use Cannabis Sales

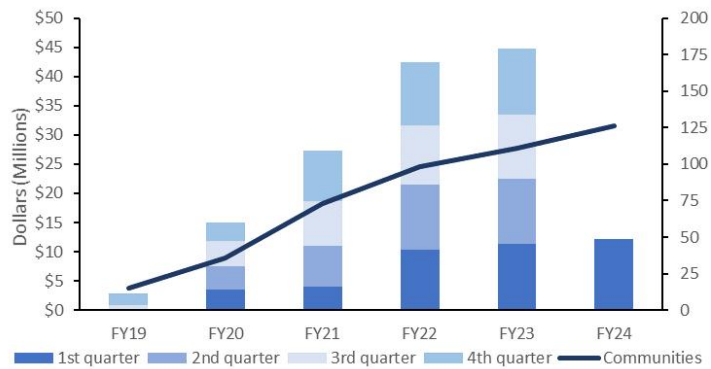


Source: Massachusetts Cannabis Control Commission

For any city or town that has accepted the local option cannabis excise and notified DLS, all sales by recreational marijuana retailers that are subject to the state excise are also subject to the host community's local excise. In FY2019, almost \$2.9 million was distributed to 15 communities. This has grown to nearly \$44.8 million for 111 host communities in FY2023. For the first quarter of FY2024, 126 host communities with retail recreational shops were distributed nearly \$12.3 million.

Local Optional Cannabis Excise Distributed to Host Communities

Local Optional Cannabis Excise Distributed to Host Communities



Source: Massachusetts Cannabis Control Commission

Local option cannabis excise is general revenue and can only be spent after appropriation unless a general or special law provides for an exception and different treatment. About 71% of existing host communities estimate cannabis excise as a local receipt on the tax recap. For many, initial cannabis revenue years had growth, but have since declined due to a combination of factors impacting host communities.

- * More Host Communities - As more communities participate in the cannabis industry and enter into agreements, increases in retail competition can draw customers away from cities and towns and shift the excise distribution. Adding to this, communities may face statewide sale impacts as bordering states—Rhode Island, Connecticut, New York, and Vermont—have opened their doors to the cannabis market, and New Hampshire will be deciding in the new year.
- * Increased Volume of Marijuana Products - With an increased supply of products, prices have declined. The Commission tracks the monthly average cost/gram of adult-use cannabis ([available by clicking here](#)), showing the price being relatively stable in the initial couple years (except for the initial month of Covid-19) and decline beginning in the summer of 2021 as more shops opened and greater supply entered the market.
- * Establishments Closing - With an oversupply in the

Establishments closing with an oversupply in the market that led to declining prices, inflationary pressures that have increased costs for retailers and manufacturers, and declining profits, some cannabis businesses have closed or have announced plans to depart Massachusetts.

About 23% of host cities and towns have taken a more cautious approach to not include this excise in their local estimated receipts due to the newness and unpredictability of cannabis revenue. Initial sales volume and resulting excise may have been a result of limited retail locations or curiosity with the grand opening of a shop. As the market matures, it does not guarantee revenue will continue or increase, so they chose not to use it as a funding source for the operating budget. Instead, cannabis excise closes to the general fund and becomes part of free cash when certified, so it may be appropriated for any legal purpose.

The remaining 6% of the host communities either dedicate the recreational cannabis excise to a stabilization fund or do a combination of estimating as a local receipt and dedicating the revenue stream. As explained in [Informational Guideline Release \(IGR\) 17-20](#), cities and towns that accept the fourth paragraph of may dedicate, without further appropriation, all or a percentage of not less than 25% of a particular fee, charge or other receipt to any stabilization fund established under the same and report the [legislative action](#) to the Municipal Databank. Communities that dedicate this revenue towards specific purposes have stated that it provides or supplements funding to address needs without having to fund through the levy or borrow funds.

Despite challenges, the recreational cannabis industry has developed into a large sector in Massachusetts. The Commission is confident that Massachusetts licensees will maintain the competitive edge by demonstrating to peers what it takes to operate a safe, effective, and equitable cannabis industry. It contributes excise revenues for the state and to cities and towns that have welcomed the industry.

Editor: Dan Bertrand

Editorial Board: Kasey Bik, Sean Cronin, Emily Izzo, Paula King, Lisa Krzywicki, Jennifer McAllister and Tony Rassias

Contact *City & Town* with questions, comments and feedback by emailing us at cityandtown@dor.state.ma.us. To view previous editions, please [click here](#).

To unsubscribe to *City & Town* and all DLS alerts, email dls_alerts@dor.state.ma.us.

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Massachusetts Department of Revenue - Division of Local Services · PO Box 7095 · Boston, MA 02204-7095 · USA

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF BREWSTER
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
DEPARTMENTS OF DPW/GOLF/WATER**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Town of Brewster (hereinafter the "Town") and the SEIU, Local 888, Brewster DPW/Water/Golf Unit (hereinafter the "Union").

Whereas the Town and the Union had entered into a collective bargaining agreement for the period July 1, 2023 through June 30, 2026.

WHEREAS, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of the following language to be included in the contract for the period July 1, 2023, through and including June 30, 2026;

NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. Based on the needs of the Public Works Department as determined by the Town, Public Works Department grade 2 Laborers & grade 3A Skilled Laborer/CDL Drivers are eligible for promotion to a grade 3A Skilled Laborer/CDL Driver and/ or a grade 4A Equipment Operator if they have attained appropriate minimum licensing requirements for said position.

In such instance, Public Works Department grade 2 Laborers & grade 3A Skilled Laborer/CDL Drivers shall be required to notify the Town of their intent to attain such additional licensure as may make them eligible for promotion by December 1 of the prior fiscal year in order for the Town to include sufficient funding to cover related personnel expenses in the following fiscal year budget. Failure to notify the Town prior to this date shall not prohibit the Town from approving any such promotion based on availability of funds.

Employees who attain such additional licensure shall notify the Town within 30 days. The Public Works Director and Town Manager shall determine whether to promote any such employee within 30 days after being notified. The decision of the Town shall not be arbitrable. Any such promotions shall not obligate the Town to fill the position that the employee held before said promotion. Promoted employees shall remain responsible for the essential functions of their previous position.

In the event an employee, subsequent to obtaining such additional licenses and being promoted accordingly, voluntarily resigns his/her position with the Town, the employee agrees to issue payment to the Town of Brewster, in the amounts set below, as

reimbursement for the training costs associated with the training regulations set by the Federal Motor Carrier Safety Administration, as required by law. Said payment shall be due prior to separation.

- Less than one year of service 100%
- More than one year of service, but less than 18 months 50%

2. Based on the needs of the Public Works Department as determined by the Town, Public Works Department grade 2 Laborers are eligible for a step increase to the next nearest step if they have attained a 1C, 2A and 4G license.

In such instance, Public Works Department grade 2 Laborers shall be required to notify the Town of their intent to attain such additional licensure as may make them eligible for the step increase by December 1 of the prior fiscal year in order for the Town to include sufficient funding to cover related personnel expenses in the following fiscal year budget. Failure to notify the Town prior to this date shall not prohibit the Town from approving any such step increase based on availability of funds.

Employees who attain such additional licensure shall notify the Town within 30 days. The Public Works Director and Town Manager shall determine whether to grant the step increase to the employee within 30 days after being notified. The decision of the Town shall not be arbitrable.

3. The DPW Master Mechanic and DPW Maintenance Mechanic are eligible to receive an annual Electric Vehicle Maintenance stipend if they hold the following certifications relative to electric vehicle maintenance, repair, and safety.

Maintenance Mechanic

- NAPA Hybrid and EV Safety Advanced
- NAPA Hybrid and EV Safety
- NAPA Introduction to Hybrid Systems
- NAPA Hybrid Maintenance and Service 1
- NAPA Hybrid Maintenance and Service 2

Master Mechanic

- NAPA Hybrid and EV Safety Advanced
- NAPA Hybrid and EV Safety
- NAPA Introduction to Hybrid Systems
- NAPA Hybrid Maintenance and Service 1
- NAPA Hybrid Maintenance and Service 2
- Ford-Lincoln High Voltage Systems Safety
- Ford-Lincoln Hybrid Vehicle Components and Operations
- ASE EV Electrical Safety Awareness Level 1

- ASE EV Electrical Safety Awareness Level 2

In addition to the above certifications the DPW Master Mechanic shall also complete two hours of training annually on electric vehicle maintenance, repair, and safety and the DPW Maintenance Mechanic shall also complete one hour of training annually on electric vehicle maintenance, repair, and safety. The training course shall be approved by the DPW Director.

If the DPW Master Mechanic maintains all such certifications and/or trainings, they are eligible for a \$4,000 annual stipend. If the DPW Maintenance Mechanic maintains all such certifications and/or trainings, they are eligible for a \$2,000 annual stipend. These stipends shall be paid in the last pay period of July for the prior fiscal year and will be pro-rated if the employee serves in the position for less than the full fiscal year for whatever reason.

The above certifications may be revised from time to time based on the needs of the Town by mutual agreement of the parties.

The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2023, through and including June 30, 2026, shall continue in full force and effect, except as modified by this **MEMORANDUM OF AGREEMENT**.

Wherefore, the parties have caused this Memorandum of Agreement to be executed this _____ day of December 2023.

For the Town of Brewster



For SEIU, Local 888



Town of Brewster

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

Office of:
Select Board
Town Manager

TO: Select Board

FROM: Conor Kenny, Town Project Manager
Griffin Ryder, DPW Director
Jimmy Jones, DPW Foreman
Jon Idman, Town Planner

RE: Recommended Select Board Policy Revision: Policy 10

DATE: 12/21/2023

For your review and approval is an updated version of Policy 10 of the Select Board Policy Handbook. Policy 10 deals with the Town's shoulder maintenance policy.

A number of policies in this handbook have recently been identified by Town Administration staff as being in need of revision. Policy 10 has not been amended since 1997 and, as a result, contains information pertaining to the Department of Public Works practice of roadside maintenance which is no longer accurate. The policy also does not, as currently written, adequately capture current DPW practice, nor does it incorporate a satisfactory compendium of pertinent terms and definitions.

Finally, this policy update will memorialize practices that the Town and the DPW have been following for several years.

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



Town of Brewster

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

Policy No: 10

Date Approved: January 22, 1991

Dates Amended: August 25, 1997
January, 8, 2024

Shoulder Maintenance Policy for Town Roads

A. PURPOSE

Roadside mowing and selective tree trimming is conducted by the Department of Public Works (DPW) to maintain safe sightlines along Town roads for the purposes of public safety, including at intersections and bike crossings, for vehicles, bicyclists and pedestrians.

Roadside brush cutting is conducted by the DPW to maintain safe sightlines along Town roads for the traveling public and to provide space for snow and ice removal during the winter season.

B. POLICY

Roadside mowing and selective tree trimming will be conducted throughout the growing season as needed. The frequency will be determined by the DPW through the DPW Director or designee, subject to the scheduling or other constraints of the DPW, and with Police Department consultation as applicable.

Roadside brush cutting will be conducted annually between September 1st and April 15th, not to exceed (2) two times per location during this period. This frequency and schedule will help to mitigate concerns with the bird nesting season.

Cleared shoulder widths will be maintained at (4) four feet for town scenic roads (See Brewster Code, Article IV) and (6) feet for all other town roads, unless in the determination of the DPW Director or designee greater cleared widths are required to ensure safe sightlines based on circumstances in the field, including road geometry. Cleared shoulder heights will be maintained as determined in the field by the DPW Director or designee to allow for safe sightlines.

All foregoing maintenance activities are exempt from the permit and hearing requirements of MGL Chapter 87; notwithstanding, the Town will conform to the requirements of said statute, to the greatest extent practicable.

The Town is not authorized to perform the foregoing maintenance on private roads, except in such circumstances as the Director of Public Works deems brush cutting necessary in order to maintain safe sightlines on intersecting Town roads.

Maintenance for state roads is the responsibility of the Massachusetts Department of Transportation.

Unless approved by the DPW Director, and then only in keeping with all relevant Town bylaws, regulations and policies, it is prohibited to plant any tree, shrub or plant within the right-of-way of any Town road. Town

employees reserve the right to remove any such unapproved obstruction. Other types of improvements by private owners within the Town's right of way not specifically referenced herein shall be subject to and consistent with all relevant and applicable Town and State laws, regulations and policies related to the same, including any requirement to obtain express written approval or the like from the Select Board to install or maintain such improvements.

C. DEFINITIONS

Brush cutting – the removal of shrubs and other woody vegetation in the road right-of-way.

Growing season – The growing season is that portion of the year in which local conditions (i.e. rainfall, temperature, daylight) permit normal plant growth.

Mowing – the cutting of grass and similar vegetation in the road right-of-way.

Private roads – A private road, which includes a private street or private way, is a road that has not been laid out, dedicated, or adjudicated by a Massachusetts court as a public way but has either been laid out under the subdivision control law or is otherwise a matter of record with the Barnstable Registry of Deeds or the Town Clerk. The official record of public roads in the Town of Brewster is kept at the Town Clerk’s office, which list may be amended from time to time.

Selective tree trimming – small diameter tree and limb removal in the road right-of-way.

Shoulders – those areas adjacent to the edge of the improved, travelled way, within the road right-of way.

Small diameter tree – Trees with a diameter at breast height (DBH) of up to 14 inches.

Ned Chatelain, Chair

Mary Chaffee, Vice Chair

Kari Hoffmann, Clerk

Cynthia Bingham

David Whitney

POLICY NO: 10

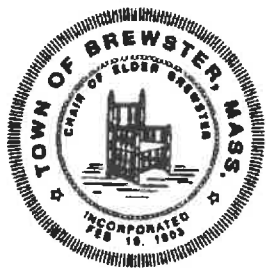
DATE ADOPTED: 1/22/91

AMENDED: 8/25/97

TOWN OF BREWSTER

SHOULDER MAINTENANCE POLICY

1. Roadside grass mowing will be conducted throughout the growing season. Frequency will be determined by need and scheduling constraints of the Department of Public Works through the Superintendent.
2. Roadside brushing which is conducted from September first (1) through April fifteenth (15) of the following year, will not to exceed two times per year. This will mitigate any concern around bird nesting.
3. Shoulder widths will be maintained at four (4) feet for scenic roads and six (6) feet for all other roads. These standards can be exceeded where sightlines and/or the radius of a curve or corner so requires.
4. All maintenance activities will conform to the requirements of Chapter 40, Section 15C and Chapter 87, Sections 1-5 of the Massachusetts General Laws. If the proposed mowing activities exceed the limitations of these statutes, then the appropriate public notices and hearing will be adhered to.



Town of Brewster

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

Office of:
Select Board
Town Manager

May 9, 2023

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

Dear Chair Easley,

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

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

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

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

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

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

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

Sincerely,



Peter Lombardi
Town Manager

cc: Richard Draper, Nauset Regional School Committee (Brewster)
Tom Fitzgibbons, Nauset Regional School Committee (Brewster)
Cathryn Lonsdale, Nauset Regional School Committee (Brewster)
Richard Stewart, Nauset Regional School Committee (Brewster)
Brooke Clenchy, Nauset Public Schools Superintendent
Eastham Select Board
Jacqui Beebe, Eastham Town Administrator
Orleans Select Board
Charlie Sumner, Orleans Interim Town Administrator
Wellfleet Select Board
Rich Waldo, Wellfleet Town Administrator

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 for a regional school district for 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, such district shall to 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

Membership of the Regional District School Committee

- A. Number of Members. The powers and duties of the District shall be vested in and exercised by a Regional School District School Committee, (hereinafter sometimes referred to as the "Committee"). The Committee, beginning with the annual town elections of 2003, shall consist of ten members, four from 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, effective following the annual elections of 2003, the members from Brewster, Eastham and Wellfleet shall have one vote per member, and the members from Orleans 8 (8/10) votes per member. 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 Nauset Regional School District shall consist of four member towns, each of which shall elect representatives to serve for three year terms as described above; provided, however, that any member elected prior to 2001 shall serve for a three-year term.

At the annual town elections in 2002, Brewster and Orleans shall elect one member each for terms of three years. At the 2003 elections, Brewster, Eastham, and Orleans shall elect one member each, for terms of three years. At the 2004 elections, Brewster shall elect two members, and Eastham, Orleans and Wellfleet one member each, for terms of three years. The terms of all such elected members shall commence 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 terms for which they are such member is elected and thereafter until their successor is are elected and duly qualified by having taken such successor's oath of

~~office. Thereafter, at every succeeding annual or special town election when a member town is required to elect a member each town shall elect such member to serve on the Committee for a term of three years commencing on the day following such election.~~

- C. Holding Office/Vacancies. ~~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. Each member shall hold office during his term and thereafter until the appointment, or election and qualification of his successor.~~ If a vacancy ~~occursexists,~~ within thirty (30) days, the Select ~~Boardmen~~ of the member town ~~concerned or towns of the district involved~~ shall appoint a member to serve until the next annual or special town election and at such election, a successor to serve for the 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, upon the election or appointment and qualification of its members,~~ the ~~C~~committee shall organize and choose by ballot a chair~~personman~~ and vice-chair~~personman~~ 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 Chair~~personman~~ and Vice-Chair~~personman~~ 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 General Laws 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. 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.
- D. B.—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 by statute 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.
- E.
- F. C.—Operating Costs shall include all costs not included in Capital Costs as defined in Section IV (CB), including without limitation costs such as salaries, wages, supplies, tests, repair and maintenance, expenditures, but including interest on temporary notes issued by the Districts in anticipation of revenue and other costs incurred in the day-to-day operation of the schools.
- G.
- H. D.—Payment of all 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.

- I. Operating Costexpenses 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. ~~their respective enrollments in the regional district schools, and, on October 1 of the preceding fiscal year.~~
 - (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.
- J. 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.

- K. Each member town shall pay its proportionate share of the Capital Costs and Operating Cost expenses to the regional school District in each fiscal year in four equal installments on or about the first days of September, December, March and June, such schedule to be set by mutual agreement of the Select Boards of Selectmen of the member towns, and the School Committee. If mutual agreement cannot be reached, the payments shall be due on the first days of those months.
- L. 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 student pupils to and from the regional district schools of the District shall be furnished by the regional school 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 regional school district upon adoption as herein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended, and also upon compliance with such provisions of law as may be applicable, 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 31st. 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

Separation/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. ~~A.—Any member town may petition to withdraw from the regional school district under terms stipulated in a proposed amendment to the agreement.~~
- F. In addition to other terms and requirements which the Committee may include in the proposed amendment, provided (1) that 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 including the full amount so certified for the year in which such withdrawal takes effect, and (2) that said town 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 except that (i) where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal, and (ii) such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest. 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
- G.
- H. B.— 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.
- I.
- J. C.—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.
- K.
- L. D.—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 regional district school-committee. In the case of aAny 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 -shall be presented- to the secretary of the Committee. In each case, the secretary of the Committee who shall forthwith mail or deliver a notice in writing

to the ~~Board of Selectmen~~ 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 ~~Boardmen~~ 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-proposal or the substance thereof. 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, in the manner hereinabove provided. 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 ~~regional schools~~ District for the next during the ensuing 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 adopt an annual maintenance and 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 for said year. 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 ~~Board of Selectmen~~ 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 45 days prior to the earliest business session of any member's annual town meeting.
- 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 ~~General Laws~~ 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, by 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~~ 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

Tuition-StudentPupils

- 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: _____

Signature of Commissioner of Elementary and Secondary Education:

_____ Date: _____

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 31st. 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: _____

REGIONAL SCHOOL DISTRICT AGREEMENT CHECKLIST

This checklist is provided by the Department of Elementary and Secondary Education (DESE) to assist local officials and Regional Planning Boards (RPB) in the development or amendment of a regional school district agreement under the provisions of M.G.L. Chapter 71, Section 14-16I and 603 C.M.R. 41.00. (Revised September 2022)

<u>REQUIRED AGREEMENT CONTENT AND CITATIONS</u>	<u>COMMENTS</u>
<u>General Information</u>	
<p><u>Authorization</u></p> <p>A regional school district (RSD) agreement is authorized by M.G.L. Chapter 71, Sections 14-16I and 603 C.M.R. 41.00.</p> <p>If an RSD was created, changed or otherwise impacted by an Act of the Massachusetts legislature, amendment of the RSD agreement may be contingent upon language in that Act, and, in some cases, the Act itself may require legislative amendment. The Act should be referenced in the agreement.</p>	<p><u>Example:</u> "This Agreement is entered into pursuant to Chapter 71 of the Massachusetts General Laws (M.G.L.) among the Towns of X, Y, and Z, hereinafter referred to as 'member towns.' In consideration of the mutual promises herein contained, it is hereby agreed as follows:..."</p>
<p><u>Name of the Regional School District (RSD)</u></p> <p>Include the name of the RSD or how the RSD should be officially designated.</p>	<p><u>Example:</u> The Regional School District shall be called the ABC Regional School District, hereinafter referred to as 'District'.</p>
<p><u>Member cities/towns</u></p> <p>Include the names of the member cities and towns. <i>See M.G.L. c. 71, § 14B</i></p>	<p>See Authorization example above.</p>
<p><u>Type of RSD school or schools</u></p> <p>Indicate whether the agreement is to establish an academic or vocational/technical* RSD. <i>See M.G.L. c. 71, § 14B(c)</i></p>	<p>*To establish a regional vocational/technical district, local officials must also contact DESE's Career Vocational Technical Education (CVTE) Office.</p>
<p><u>Grade configuration of the RSD</u></p> <p>Indicate specific grade ranges to be included in the RSD, including Pre-Kindergarten, if applicable.</p>	
<u>Governance</u>	
<p><u>Number, composition, method of selection, and terms of office of the members of the regional school committee (RSC)</u></p> <p>Include:</p> <ul style="list-style-type: none"> • Number of members of the committee in total, • Composition of committee, how many from each town, unless district-wide election, with no residency requirement, • Method of selection of members (<i>see below</i>), and 	<p>Provisions should be included to address vacancies, quorum, staggering of terms, election/selection of officers and the general authority of the RSC.</p>

<ul style="list-style-type: none"> • Terms of office of the members. <p>See M.G.L. c. 71, §§ 14B (a) and 14E</p>	
<p><u>Method of selecting members of the regional school committee</u></p> <p>Include one of the following statutory options:</p> <ol style="list-style-type: none"> 1. <i>electing committee members by voters in member communities with each community's representation apportioned according to the total population,</i> 2. <i>electing members in district-wide elections to be held at the biennial state elections,</i> 3. <i>electing members with residency requirements in district-wide elections to be held at the biennial state elections,</i> 4. <i>weighing the votes of committee members according to the total population they represent, or</i> 5. <i>appointing committee members by locally elected officials such as school board members.</i> <p>See M.G.L. c. 71, § 14E</p> <p>If an RSD agreement provides for the election of members in district-wide elections at the biennial state elections <u>or</u> if any vacancy is to be so filled, the district clerk shall notify the state secretary by April fifteenth of the year of the biennial state election of that fact and also of his/her name and mailing address.</p> <p>Special legislation is required to authorize district-wide elections that are to be held at a time <u>other than the biennial state elections</u>.</p>	<p>The agreement <u>must</u> provide for one of the allowable options outlined in M.G.L. c. 71, § 14E.</p> <p>If apportioned voting (#1) or weighted voting (#4) is the method chosen, the apportionment or weight must be representative of the population served in each member town.</p> <p>If weighted voting is used, include the weight of each vote and stipulate that all RSC votes must reflect the combined weighted votes of the RSC members.</p> <p>If elected members do not immediately take office, the agreement language must address when the term starts and ends. The candidates must also be made aware of the start and end date of the term, and the ballot must so represent.</p>
<p><u>School Buildings</u></p>	
<p><u>Town or towns/Location</u></p> <p>Include the town or towns in which, or the general area within the RSD where the RSD school or schools are to be located.</p> <p>See M.G.L. c. 71, § 14B(b)</p>	<p>To avoid limiting the authority of the RSC, it is recommended that agreements include general information rather than specific street addresses and grades served in each school located within the member towns.</p>
<p><u>Lease or sale of property to regions</u></p> <p><u>If</u> the RSD agreement/amendment addresses the sale, lease or license of school buildings and land by a member town to the RSC, the following statutory provisions apply:</p> <ul style="list-style-type: none"> • The RSD agreement/amendment may contain provisions authorizing any member town to sell, lease or grant a license to use any school building and any land appurtenant thereto or used in connection therewith to the RSD, and any such town may authorize such sale, lease or license accordingly, notwithstanding the provisions of section three of chapter forty or any other provisions of law to the contrary. <p><u>Regarding SALE(S), the RSD Agreement shall set forth:</u></p> <ul style="list-style-type: none"> ○ the price, ○ time or times of payment, and ○ the method by which the member towns other than the selling member town shall be assessed for such payment. <p style="text-align: center;"><u>AND</u></p> <p>In no case shall payments be made which shall extend over a period in excess of twenty years.</p>	<p>The RSC <u>must</u> have general charge of the school buildings and appurtenant land. Therefore, unless the RSC owns the building(s) and appurtenant land, language must be included in the RSD agreement to address the sale, lease or license of school buildings and appurtenant land to the RSD from the member town(s).</p> <p>This provision <u>will not</u> be needed if the RSC <u>owns</u> the school building(s) and land, such as is often the case with a secondary Academic or Vocational RSD.</p>

<p><u>Regarding LEASE(S) OR LICENSE(S) TO USE, the RSD Agreement shall set forth:</u></p> <ul style="list-style-type: none"> o the rental or license fee, and o terms of payment and assessment. <p style="text-align: center;">AND</p> <p>The lease or license to use may be for a term or <u>period not in excess of twenty years</u> and may contain provisions for the extension of the lease or license to use for an additional term or period not in excess of twenty years, at the option of the RSC.</p> <p>See M.G.L. c. 71, § 14C</p>	
<p><u>Budget Preparation and Related Matters</u></p>	
<p><u>Detailed procedure for the preparation and adoption of an annual budget</u></p> <p><i>"The regional school committee shall propose, by a <u>majority</u> vote, a budget containing all proposed operating expenditures, capital expenditures, and debt service payments to be paid from general revenues of the regional school district. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member [town]s' assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method; and shall specify the total amounts to be assessed to the member [town]s for the support of the budget."</i></p> <p>See M.G.L. c. 71, § 16B; 603 C.M.R. 41.05(1)(a)</p>	<p>Include timelines and general content of the budget, such as major line items, definitions of operating and capital costs, and approval votes required by RSC at each stage of the budget process (e.g., majority vote for budget proposed prior to/at public hearing; 2/3 vote of the entire committee for the final budget as proposed following the public hearing).</p>
<p><u>Apportioning of costs to the members</u></p> <p>Include the method of apportioning:</p> <ul style="list-style-type: none"> • the expenses of the RSD, and • the costs of school construction, including any interest and retirement of principal of any bonds or other obligations issued by the district among the several towns comprising the district. <p>See M.G.L. c. 71, § 14B(d)</p>	<p>The method of apportioning costs pursuant to the statutory assessment (603 C.M.R. 41.01) method must be addressed in the agreement. RSC may only use an alternative assessment method (603 C.M.R. 41.01) to apportion annual assessments if there is an alternative method included in the agreement.</p> <p>If enrollment is used to determine any portion of the assessments, the term must be clearly defined. (See <i>Definitions of Terms on Page 11.</i>)</p>
<p><u>Budget approval</u></p> <p>Include language to reflect the process for school committee and for municipal approval of the budget.</p> <p><i>"The annual regional school district budget as adopted by a <u>two-thirds</u> vote of the regional school district committee shall require the approval of <u>two-thirds</u> of the local appropriating authorities of the member municipalities."</i></p> <p>See M.G.L. c. 71, § 16B</p>	<p><i>"The budget as adopted by the regional school committee and the member [town]'s assessment as certified by the treasurer of the regional school district, shall be placed before each local appropriating authority for its consideration. Notwithstanding provisions in the regional agreement to the contrary, approval of the budget shall require an affirmative vote of the appropriating authorities of two-thirds of the member [town]s. A vote by the local appropriating authority to appropriate the member [town]'s assessment shall constitute approval of the regional school district's budget. The use of the alternate assessment method shall require the approval of all the member [town]s; such approval may be given by a separate vote of the appropriating authority, or if a separate vote is not taken, approval of a budget or assessment based on the alternate</i></p>

	<i>method shall be deemed approval of the method." See 603 C.M.R. 41.05(2)(a)</i>
<p><u>Expected times of payments of the assessments by the member towns</u></p> <p>Include the payment schedule. The agreement must include: "...the time and manner of payment of the shares of the several towns..."</p> <p><i>See M.G.L. c. 71, § 14B(d)</i></p>	
<p><u>Method by which school transportation shall be provided</u></p> <p>Include the method by which student transportation to and from school will be provided.</p> <p><i>See M.G.L. c. 71, § 14B(e)</i></p> <p>Transportation to and from school must be provided to RSD PK-12 students, consistent with statutory requirements.</p> <p><i>See M.G.L. c. 71, § 16C; M.G.L. c. 71, § 68</i></p>	<p>There is <u>no</u> entitlement to regional transportation reimbursement if the RSD agreement does <u>not</u> state that the RSD will provide school transportation and/or if the transportation is provided by the member towns.</p>
<p><u>If transportation is to be furnished by the district, the manner in which the expenses shall be borne by the several towns</u></p> <p>Include the formula for determining each member town's share of the transportation expenses (e.g., based on miles, number of students transported, number of students attending the RSD schools, number of students from each member town and receiving public education at the member town's expense, etc.)</p> <p><i>See M.G.L. c. 71, § 14B(e)</i></p>	<p>Ensure that the formula is clear, especially if there is a reference back to the formula for apportioning operating expenses.</p>
<p><u>Amendment procedures, including those due to changes in RSD membership</u></p>	
<p><u>The method by which the agreement may be amended</u></p> <p>Include the amendment method, which should address:</p> <ul style="list-style-type: none"> • Time frame, • Who can propose an amendment and how it must be proposed, • Required approvals (RSC and member towns; majority/unanimous; etc.), • Effective date of amendment, and • Commissioner's approval. (<i>The effective date and jurisdiction may be different than approval date.</i>) <p><i>See M.G.L. c. 71, § 14B(g)</i></p>	<p>If the amendment changes the budget or assessment process, for clarity, consider addressing in what fiscal year cycle the amendment will be in effect.</p> <p>Member town approval of an amendment is as outlined in the agreement. The complete language of the proposed amendment (not just the substance of the amendment) must be presented to member towns for approval.</p> <p>The Commissioner must approve <u>all</u> amendments.</p>
<p><u>Terms by which any city or town may be admitted to or separated from the RSD</u></p> <p>Include the method by which a new member city or town may join the RSD, which should address:</p> <ul style="list-style-type: none"> • Time frame: <ul style="list-style-type: none"> ○ When notice of admission must be provided and to whom. ○ How long before the expected effective date. • Conditions of admission. • Required approvals (RSC and member towns; majority/unanimous; etc.) • Commissioner's approval (required). 	<p>A new member town may join an RSD as of July 1 of any fiscal year provided that all requisite approvals, including the Commissioner's approval, shall be obtained <u>no later than the preceding December 31</u>. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.</p> <p><i>See 603 C.M.R. 41.03(2)</i></p>

<p>The effective date and school committee jurisdiction may be different than the approval date or the effective date may be subsequent to the July 1 date required in DESE regulations.</p> <p>See M.G.L. c. 71, § 14B(f)</p>	
<p><u>Terms by which any city or town may be admitted to or separated from the RSD</u></p> <p>Include the method by which a member city or town may <u>withdraw</u> from the RSD, which should address:</p> <ul style="list-style-type: none"> • Time frame: <ul style="list-style-type: none"> ○ When notice of withdrawal must be provided and to whom. ○ How long between provision of notice of withdrawal and earliest expected effective date. • Conditions of withdrawal. • Required approvals (RSC and member towns; majority, unanimous; etc.) • Commissioner’s approval (required). <p>See M.G.L. c. 71, § 14B(f)</p>	<p>An existing member town may withdraw from an RSD as of July 1 of any fiscal year, provided that all requisite approvals, including the Commissioner’s approval, are obtained <u>no later than the preceding December 31</u>. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.</p> <p>See 603 C.M.R. 41.03(2)</p> <p>A withdrawing member town does not sign / become party to the amendment to the agreement that follows its withdrawal. Therefore, expectations for withdrawal should be included in the agreement.</p>
<p><u>Transition Period (applicable to agreements/amendments for new, expanded or enlarged RSDs)</u></p> <p>With the approval of the Commissioner, a RSD agreement/amendment <u>may</u> provide for a transition planning period to commence with the election or appointment of the RSC. Such transition planning period may extend not longer than the remainder of the fiscal year in which the RSC is elected or appointed plus one additional fiscal year. During such transition planning period, the local school committees shall continue to oversee and operate the schools in their respective towns. The RSC shall have non-operating status during this period and shall have power to hire staff, enter into contracts, and take such other actions as are needed to prepare for an orderly transition. At the end of the transition planning period, responsibility for the oversight and operation of the schools shall transfer to the RSC.</p> <p>See 603 C.M.R. 41.03(5)</p>	<p>The agreement/amendment should also define the relationship and interaction between the existing member towns’ school committees and the RSC.</p>
<p><u>Any other matters, not incompatible with law, which the RSD planning board may deem advisable</u></p> <p>The RSD agreement/amendment may contain any other matters that are not incompatible with law.</p> <p>See M.G.L. c. 71, § 14B(i)</p>	<p>See Optional Content below.</p>
<p><u>Required Approvals</u></p>	
<p><u>DESE preliminary review of draft agreement/amendment</u></p> <p>DESE policy <u>requires</u> that <u>any</u> proposed RSD agreement/amendment be reviewed by program staff and the DESE legal office before such RSD agreement/amendment is submitted to the member municipalities for approval. This is to ensure that program staff can make a positive recommendation for approval to the Commissioner following local votes. See M.G.L. c. 71, § 14B</p>	<p>See Approval by Commissioner on page 6.</p>

<p><u>Copies of such agreement (or amendment) shall be submitted ... to the several towns for their acceptance</u></p> <p><i>"The selectmen or council of each of the several towns shall, upon receipt of the recommendation that a regional school district should be formed and of a proposed agreement therefore submitted in accordance with the provisions of sections fourteen to fourteen B, inclusive, or otherwise in the form and with the approval required by said sections, cause to be presented the question of accepting the provisions of sections sixteen to sixteen I, inclusive, and the proposed agreement or agreements. Said question shall be determined, in a town having an open town meeting, by vote with printed ballots at an annual or special town meeting to be held in either case within thirty days after receipt of such recommendation by the selectmen and, in a town having a representative town meeting or council, at an annual or special town election to be held in either case not less than thirty-five nor more than fifty days after receipt of such recommendation. The article in the warrant for such annual or special town meeting or election and the question on the printed ballots to be used at such meeting or election shall be in substantially the following form:</i></p> <p style="padding-left: 40px;"><i>Shall the town accept the provisions of sections sixteen to sixteen I, inclusive, of chapter seventy-one of the General Laws providing for the establishment of a regional school district, together with the towns of _____, and _____, etc., and for construction, maintenance and operation of a regional school by said district in accordance with the provisions of a proposed agreement filed with the selectmen?"</i></p> <p>See M.G.L. c. 71, § 15</p> <p>The warrant language above is a sample and must be revised to reflect an amendment to an existing RSD agreement and/or to eliminate reference to the construction of a school, as applicable.</p>	<p>The effective date of the RSD agreement/amendment is subject to:</p> <ul style="list-style-type: none"> • approval of Commissioner; • adherence to required dates in the law; and • adherence to any pertinent dates in the RSD agreement or any pertinent dates in the votes approved by each member town at town meeting/council meeting. <p>For a new RSD agreement, <u>all</u> member towns listed in the agreement must approve.</p> <p>For an amendment to an existing agreement, the requisite number of member towns must approve in accordance with the language of the existing RSD agreement.</p> <p>The complete language of the RSD agreement/amendment must be provided for each member town's approval.</p>
<p><u>Approval by the Commissioner</u></p> <p>The RSD agreement/amendment, if approved at town meeting, must be sent to DESE program staff, along with the <u>certified votes</u> from the requisite number of member towns and a request for Commissioner approval.</p> <p>See M.G.L. c. 71, § 14B</p>	<p>DESE program staff may be reached in the Office of Regional Governance at DESE.</p>
<p><u>POSITIONS AND COMMITTEES AUTHORIZED/REQUIRED BY THE RSD LAW</u> <i>Language reflecting these positions and committees is not required in the RSD agreement; however, many RSDs do address some or all of these positions and committees in their agreements.</i></p>	
<p><u>Appointment of Officers</u></p> <p>RSC <u>shall choose</u> a <u>chair</u> and <u>vice chair by ballot</u> from its membership. The vice chair shall, in the absence of the chair, exercise the powers and perform the duties of said chair.</p> <p>RSC <u>shall appoint</u> a <u>secretary</u> and a <u>treasurer</u> who may be the same person, but who need not be members of said RSC.</p>	<p>Ensure that chair and vice chair are chosen by ballot.</p>

<p><u>School Building Committee</u></p> <p>The RSC <u>may</u> appoint a school building committee which shall have such powers and duties relative to the construction, reconstruction, remodeling, repair, expansion or equipping of school buildings or facilities as the RSC determines.</p> <p>See M.G.L. c. 71, § 16A</p>	
<p><u>Warrant Subcommittee</u></p> <p>“The regional school committee may designate any one of its members for the purpose of signing payroll warrants and accounts payable warrants to allow for the release of checks; provided, however, that the member shall make available to the board, at its next meeting, a record of such actions. This provision shall not limit the responsibility of each member of the board in the event of a noncompliance with this section.”</p> <p>See M.G.L. c. 71, § 16A</p>	
<p><u>Optional Content</u> <i>While not required, some RSDs address the following components in their agreements/amendments.</i></p>	
<p><u>General Authority</u></p> <p>Language may be included to acknowledge the general powers and authority of school committees and to encompass the authorities specifically granted to RSCs under M.G.L. c. 71, § 16.</p>	
<p><u>School Committee Votes</u></p> <p>Language may be included to reflect the types of votes needed for RSC approval of various matters (e.g., majority, 2/3, unanimous). However, there must be an acknowledgement in the agreement/amendment that certain actions by the RSC (e.g., budget and budget amendment) must be approved by 2/3 vote of the full RSC as required by law and regulation.</p>	
<p><u>Advisory Groups/Committees</u></p> <p>Language may be included to address the appointment/development of a representative group(s) to advise the RSC on budget, elementary curriculum or any other topic related to the RSC’s duties.</p>	
<p><u>Use of School Buildings</u></p> <p>In addition to lease and sale terms (required, above, as applicable), language may be included to address the usage of school buildings by including, among other local options, provisions such as the following:</p> <ul style="list-style-type: none"> • Whether students will be served in their local town schools, • Under what conditions students may be served in other than their local town schools (i.e., emergencies, special education services), • A procedure to close a school building within a member town, including the required votes of the RSC and the member town(s), as applicable, and • A method to revert a closed school or building back to the member town. 	

<p><u>Public hearing on the budget</u></p> <p>Language may be included to address the public hearing requirements of the law.</p> <p><i>"The regional school committee shall hold a public hearing on the proposed budget and, following such hearing, shall adopt a budget by a two-thirds vote, incorporating such changes from the proposed budget as the regional school committee deems appropriate."</i> See M.G.L. c. 71, § 38N and 603 C.M.R. 41.05(1)(g)</p>	
<p><u>Requirement that RSC approve amendments to the budget</u></p> <p>Language may be included to address legal requirements for amending the budget:</p> <p><i>"(a) A regional school committee may propose with a two-thirds vote, an amendment to a previously approved budget. If such amendment results in an increase in the total amount of the budget or an increase in assessment for any member [town], such amendment shall be submitted to the local appropriating authorities for their approval. The local appropriating authority of every member [town] shall have 45 days from the date of the regional school committee's vote to meet and consider the amendment. The proposed amendment shall be effective if it is approved by two-thirds of the local appropriating authorities and by the local appropriating authority of any member [town] whose assessment is increased.</i></p> <p><i>(b) If a local appropriating authority does not vote on the proposed amendment within the 45-day period and that local appropriating authority has previously appropriated funds for its assessment in an amount greater than or equal to the member [town]'s assessment for the amended budget that member [town] shall be deemed to have approved the amended budget.</i></p> <p><i>(c) If a proposed amendment to a previously approved budget does not increase the total amount of the budget and reduces or leaves unchanged the assessment for every member [town], the amendment shall not require approval by the local appropriating authorities and shall be effective upon a two-thirds vote of the regional school committee...."</i></p> <p>See 603 C.M.R. 41.05(5)(a)-(c)</p>	<p>The addition of Excess and Deficiency (E & D) funds to the budget after the original member town approval of the budget constitutes an amendment to the budget, and the amendment process under 603 C.M.R. 41.05(5) must be followed.</p>
<p><u>Requirement that RSC approve transfers to the budget</u></p> <p>Language may be included to address legal requirements for school committee approval of line-item transfers.</p> <p><i>"Transfers from one budget line item to another shall require and be effective upon approval of the regional school committee. Such approval shall be by a majority vote of the regional school committee unless otherwise specified in the regional agreement. Authority for such transfers may not be delegated."</i></p> <p>See 603 C.M.R. 41.05(5)(f)</p>	
<p><u>Incurring of debt</u></p> <p>Language may be included to address legal requirements related to incurring debt. RSDs may incur debt pursuant to either M.G.L. c. 71, § 16(d) or 16(n).</p>	<p>Recommend that <u>all academic and vocational</u> RSD agreements/ amendments include a provision for incurring debt.</p> <p>The decision on which method to use is made by the RSC. See M.G.L. c. 71, §14D.</p>

<p><u>Provisions related to the conditions for a member town's withdrawal:</u></p> <p>Language may be included to address provisions such as:</p> <ul style="list-style-type: none"> • legal fees incurred as a result of a withdrawal, and/or • apportionment of existing and possible future liabilities, such as (1) Other Post-Employment Benefits (OPEB), (2) existing indebtedness of the district, including capital and operating debt, (3) outstanding operating costs, (4) other liabilities that arise after the withdrawing member town has withdrawn, but date back to when it was a member town, • legal fees, and/or • return of building(s) to the member town. 	
<p><u>Rights of School Employees in Regional School Districts</u></p> <p>Language may be included to address employment of personnel in a newly formed or expanded RSD. Language addressing employee rights need not be included in the RSD agreement, but local officials may want to include language to clarify the obligation to staff, formerly employed by a member school committee in accordance with law.</p> <p><i>See M.G.L. c. 71, § 42B</i></p>	
<p><u>Provision for the periodic review of the RSD agreement</u></p> <p>Language may be included to address the periodic review of the RSD agreement to ensure:</p> <ul style="list-style-type: none"> • compliance with changes in local, state or federal law or regulation, • compliance with one person, one vote requirements, and • agreement and compliance with changes in local, state, federal or RSD policy. 	
<p><u>Termination of Regional Agreement</u></p> <p>Language may be included to address the termination of the RSD.</p>	<p>Withdrawal of a town in a two-town district results in termination of the RSD. This could also be addressed in the required withdrawal provisions of the RSD agreement.</p>
<p><u>Signatures</u></p> <p>The Commissioner's name under a signature line and a date line for the Commissioner, indicating the Commissioner's approval and date of approval of the RSD agreement/amendment, <u>may</u> be provided, if desired, for full amendments that change the entire agreement.</p> <p>Names, signature lines and date lines for representatives of the school committee, planning board and other local officials, <u>may</u> be provided. The signature lines, if included, must clearly be part of the Agreement, bearing the same heading and continuing page numbering.</p>	<p>Program staff would not recommend the Commissioner sign an amendment that only partially changes the agreement unless all other sections of the existing agreement have been reviewed by DESE to ensure current compliance with all areas of RSD law and regulation.</p>

TIPS: REVIEW OF RSD AGREEMENT

References within the agreement

Ensure that all references to M.G.L., 603 C.M.R. 41.00, and references to other sections of the agreement/amendment are correct.

Table of contents

Ensure that the table of contents, if any, matches the content of the agreement.

Abbreviations

Ensure that any abbreviations that are used in the agreement/amendment are first spelled out, with the abbreviation following the first instance in parentheses. (For example, "Department of Elementary and Secondary Education (DESE).")

Terms used to refer to subjects later mentioned in the agreement

To the extent there are any references to terms that are otherwise explained in full in the agreement, ensure that there is acknowledgment as to what the terms mean before the terms are used (e.g., "The Commissioner of Elementary and Secondary Education, herein, 'the Commissioner'"; "the towns of Alpha, Beta and Delta, herein 'the member towns'".)

Consistent use of terms

Be consistent in use of terms. For example, where "member" is used to refer to a school committee member, do not then use the term for "member town."

Definitions of terms

Where the RSD agreement/amendment references terms that are open to interpretation, it is recommended that these terms be clearly defined. For example, if enrollment is used to determine any portion of the assessments, the term must be clearly defined (e.g., based on number of students from each member town attending the RSD schools, foundation enrollment, annual or rolling average or the number of students under the financial responsibility of each member town, etc.)

Page numbers

It is helpful to include page numbers in the agreement.

Outline format

Check outline format.

NOTES REGARDING AMENDED REGIONAL AGREEMENT

General Comments regarding edits made to the current agreement:

A number of the edits made to the current agreement are minor but are made in accordance with DESE's tips and recommendations, such as ensuring that when the word "member" is used, it is stated whether that means "member town" or "Committee member"; using "Select Board" rather than "Board of Selectmen", ensuring that the terminology is consistent throughout ("student" or "pupil", not both; and "M.G.L. Chapter Section" or "M.G.L. c. §", not both); that the first time an abbreviation appears it is shown with the entire word or phrase spelled out and the abbreviation (the Department of Elementary and Secondary Education ("DESE")) and thereafter by the abbreviation.

Some provisions were removed as no longer applicable (e.g., the wording about transitioning and staggering of terms for Committee members.)

Some of the edits are made to include provisions which DESE now requires be included in all regional agreements: citation of general authority for the regional school district, namely, Chapter 71 (introductory paragraph); reference to statutes and regulations specifically addressing regional school districts, namely Chapter 71, Sections 14 – 16 I and 603 CMR 41.00 (Section I E); provisions regarding quorum, vacancy, and general authority of School Committee (Section I, paragraphs C, E and F); a reference to the statutory assessment method even if the district typically uses an alternative assessment method (Section IV F 2); wording indicating that certain actions by the Committee require a two-thirds vote and, in the event that the district uses a weighted voting system, the fact that the two-thirds requirement is calculated via weighted votes (Sections I F (3), Section IX C and F; Section XIII); more detailed wording regarding the budget process, with timelines, quantum of Committee vote required at each step in budget process (Section IX); definition of how enrollment is calculated (Section IV G); additional wording regarding withdrawal procedures for a member town to separate from the district, including timing limitations reflecting applicable statute and regulations (Section VII); additional wording regarding admission procedures for a town to join the district, including timing limitations reflecting applicable statute and regulations (Section VI); reference to fact that Commissioner must approve all amendments (Section VIII C).

Some of the edits are made to include new or revised provisions that DESE recommends be included, such as: provision regarding periodic reviews of the regional agreement (Section XII); recommendation that include a provision regarding incurring of debt (Section XIII).

Sections requiring decisions by the School Committee:

Section I D: Date of Committee's organizational meeting. This draft says first meeting after July 1 to dovetail with fiscal year, but could be first meeting after June 1. Should be a date after all Committee members elected at spring elections in the member towns are likely to have been qualified and taken their oaths of office. (Note that statewide deadline to request recount is 10 days and deadline to contest is thirty days from date of election)

Section I F: Committee voting to comply with proportional representation requirements
Current method or alternatives

The current agreement sets certain voting strengths for various Committee members. These figures were set in 2002 to comply with constitutional requirements established via caselaw, the *Kelleher* case, based on that case law and the populations of the various member towns at that time. In addition, the Massachusetts legislature enacted a new statute, M.G.L. c. 71, §14E to address this issue and provide options for regional school districts to meet the requirements of the holding in *Kelleher*.

The *Kelleher* case indicated that a deviation of more than 16.4% from the ideal of one-man one-vote across a multi-town district was unconstitutional. DESE is now requiring regional school districts to set voting strengths within 10% of the ideal proportion. In addition, the relative populations of the member towns have changed.

Because the current agreement did not set a method for changing voting strength as the town populations change, the wording of this provision must be changed to allow the School Committee to alter the voting strength of its members as needed to maintain compliance with DESE's 10% ideal proportion.

Typically, population figures from the decennial US Census are used to establish population, but the District could also include a provision for adjusting every five years by using the decennial US Census figures and then obtaining figures from Town Clerks at the intervening five year mark.

Options for compliance under current method for selecting Committee members (each member town elects the Committee members who reside in that member town):

1. Maintain the same Committee members and adjust voting strength:

Option 1 (closer to current voting strength):

Brewster	4 members	1 vote each
Eastham	2 members	1.1 vote each
Orleans	3 members	0.8 vote each
Wellfleet	1 member	1.3 vote

Difference from ideal district of 6.24%, which is within DESE's 10% differential requirement

Option 2 (closer to the ideal):

Brewster	4 members	1 vote each
Eastham	2 members	1.1 vote each
Orleans	3 members	0.8 votes each

Wellfleet 1 member 1.4 votes
Difference from ideal district of 3.1%, which is within
DESE's 10% differential requirement.

(I tried some options that would keep Eastham's two members as voting at 1.0 strength each, as with the current structure, and which might make calculations at meetings simpler as to whether a quorum is present or whether a vote has passed, but those options fell slightly outside DESE's 10% differential requirement.)

2. Change the number of Committee members: The District could change the number of Committee members from ten to a larger or smaller number. (This would require adding wording in the agreement to transition in new or additional members and potentially wording about staggering terms).

If there is concern that Wellfleet's only School Committee member has a 1.4 weighted vote (and therefore, if that member is absent from a meeting, Wellfleet voters have no representation at all when each of the other member towns would not be as substantially affected if one of their Committee members were absent), the following Committee structure could be used:

Brewster	4 members	1 vote each
Eastham	2 members	1.1 vote each
Orleans	3 members	0.8 votes each
Wellfleet	2 members	0.7 votes each

Difference from ideal district of 3.1%, which is within
DESE's 10% requirement

Alternatives for compliance with *Kelleher* and M.G.L. c. 71, §14E:

Some districts are not comfortable with a structure that requires adjustment of the number of Committee members and/or voting weights every five to ten years and opt for a different structure entirely to avoid that. The available options in that case, under M.G.L. c. 71, §14E, are as follows:

1. Change to an all-appointed School Committee. (Usually, the Select Board of each member town would choose the School Committee members from that Town.)
2. Change to a School Committee with members that are elected not just by voters of the particular member town in which they reside, but by all voters across the entire district, with elections held at the

regular biennial ballot elections in November. This has two possible options for Committee structure and membership:

- a. There could be 8 or 10 Committee members and no requirement for town of residency, so the top vote-getters regardless of residency would comprise the Committee (which could result in a member town having no resident serving on the Committee), or
- b. There could be 8 or 10 Committee members and a particular number residing in each member town would be elected. In that case the District could maintain the current numbers (4 from Brewster, 3 from Orleans, 2 from Eastham and 1 from Wellfleet, or could change to an 8 member Committee with 2 members from each of the four member towns.)

The possible disadvantage to this structure is that it is possible for the voters in the more populous towns to effectively vote in Committee members who reside in the less populous member towns but who support the positions generally supported by the more populous towns rather than the positions that are generally supported in their town of residency. (This would most frequently arise regarding borrowing or budget/spending issues.)

Section IV: Rolling Average Enrollment issue:

Apportionment formula at Paragraphs E and F is based on enrollment. In current version, apportionment is based on enrollment in the preceding fiscal year. Brewster indicated that the towns support using a rolling average of enrollment over multiple years. This draft version now incorporates use of a three year rolling average. Some districts use a five year rolling average.

Section V: Transportation apportionment:

Apportionment for transportation under the current agreement and in this draft amendment is treated as an Operating Cost and apportioned on the same basis as all other Operating Costs.

DESE is likely to point out that some districts use a different formula or different enrollment definition for apportioning transportation costs from the formula used for apportioning Operating Costs because students enrolled out-of-district via School Choice (other than SPED students with an IEP requiring transportation) and students attending out-of-district Charter Schools are not required to be provided with transportation by the District. As a result the

respective member town enrollment figures used in calculating Operating Costs may not reflect actual transportation use by the member towns.

The Committee may want to consider whether to recommend a change to that formula for apportionment of transportation costs to more accurately reflect the use of transportation services by students from the respective member towns. However, using different apportionment formulas may create an undue burden on the District business office and may be confusing to member towns and voters when the budget figures are presented.

Section VI: Admission of New Member Towns.

The Committee may want to ask the business manager to provide an opinion as to the provisions in Section VI C. The specific terms regarding newly admitted towns sharing in outstanding Capital Costs are not set by DESE or by any law or regulation, so the District has the power to consider what specific terms are appropriate. The wording incorporated here is wording used in the regional agreements of a number of other districts.

Section VII: Withdrawal of Member Towns.

DESE indicates that any required terms for withdrawal of a member town should be included in the regional agreement, but DESE does not dictate the specific terms for withdrawal. As such the District has the power to consider what specific terms are appropriate. The wording incorporated here is wording used in the regional agreements of a number of other districts.

Section VIII: Proposed Amendments.

The District's current agreement allows for amendment of the regional agreement based not only on proposals developed by the School Committee, but also based on amendments proposed by petition of voters and amendments as voted at town meeting of one of the member towns. According to the process in the current agreement (and as set forth in this draft amendment), the proposed amendment would then be submitted to all member towns and placed on the warrant at the next town meeting.

Because amendments proposed by voters often do not comply with the format and other requirements of DESE, the District may want to consider changing the process for consideration of petitioned amendment proposals (and/or proposals via town meeting) by either:

requiring that the proposer first submit their proposal to DESE for preliminary approval

or

giving the Committee the opportunity to review and revise any proposed amendment submitted by voters (or town meeting) and submit the same to DESE for review and preliminary approval prior to having the proposed amendment submitted to Town Meeting in all member towns.

Optional provisions which are not included in this draft amendment but which could be added if desired by the Committee:

Right of School Committee to designate one of its members to sign payroll and accounts payable warrants under Chapter 71, Section 16A. (Would be added at Section I.) The law is still applicable to the Committee whether or not a provision is included in the regional agreement noting that right.

Provision effectively stating the DESE policy that requires that any proposed amendment to the regional agreement be reviewed by the DESE program staff and the DESE legal office before the proposed amendment is submitted to the member towns for approval. (Would be added at Section VIII.)

Provisions effectively stating the regulatory and statutory procedures for amending an adopted budget. (Would be added at Section IX.) These procedures are still applicable to the Committee whether or not a provision is included in the regional agreement noting the procedures.

Provision effectively stating the applicable law and regulation governing line item transfers within budget (as provided in 603 CMR 41.05 (5)(f)). (Would be added at Section IX.) These provisions are still applicable to the Committee whether or not a provision is included in the regional agreement noting the specific statutory and regulatory provisions.

Chapter A201. Nauset Regional School District Agreement

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

SECTION I. Membership of the Nauset Regional District School Committee.

[Amended 5-9-1994 ATM, Art. 33; 10-28-2002 STM, Art. 4]

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

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

- C. Holding office/vacancies. Each member shall hold office during this term and thereafter until the appointment, or election and qualifications of his successor. If a vacancy exists, the Selectmen of the member town or towns of the district involved shall appoint a member to serve until the next annual or special election and at such election, a successor to serve for the unexpired term, if any, shall be elected.
- D. Officers of the Committee. Annually upon the election or appointment and qualification of its members, the Committee shall organize and choose by ballot a Chairman and a Vice Chairman from its own membership. At the same meeting or at any other meeting, the

Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman and Vice Chairman, who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

SECTION II. Types of regional district schools.

The regional district schools shall consist of facilities to serve the needs of grades six (6) through twelve (12).

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

SECTION III. Locations of regional district schools.

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

SECTION IV. Apportionment and payment of costs incurred by the district.

- A. For the purpose of apportioning assessments levied by the district against the member towns, costs shall be divided into two (2) categories: capital costs and operating costs.
- B. Capital costs shall include all expenses in the nature of capital outlay, such as the cost of acquiring land, the cost of constructing, reconstructing and adding to buildings and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' or consultants' fees, costs of sewage treatment or disposal, grading and other items incidental to placing school buildings and additions and related premises in operating condition and any other costs (whether or not so financed) which the district is or may be authorized by statute to finance by the issuance of bonds. Capital costs shall also include payment of principal and interest on bonds or other obligations issued by the district to finance the foregoing costs. Capital costs represented by debt service shall be apportioned as capital costs of the year in which the debt service falls due.
- C. Operating costs shall include all costs not included in capital costs as defined in Section IV(B) but including interest on temporary notes issued by the districts in anticipation of revenue.
- D. Payment of all capital costs in any fiscal year shall be apportioned among the member towns on the basis of their respective enrollments in the regional district schools on October 1 of the preceding fiscal year.
- E. Operating expenses of each fiscal year shall be apportioned to the member towns on the basis of their respective enrollments in the regional district schools on October 1 of the preceding fiscal year.

- F. Each member town shall pay its proportionate share of the capital and operating expenses to the regional school district in each fiscal year in four (4) equal installments, not later than the first days of September, December, March and June.

SECTION V. Transportation.

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

SECTION VI. Admission of additional towns.

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

SECTION VII. Separation.

- A. Any member town may petition to withdraw from the regional school district under terms stipulated in a proposed amendment to the agreement, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that said town shall remain liable to the district for its share of the indebtedness, other than temporary indebtedness incurred in anticipation of revenue, of the district outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the district, except that (i) where any portion of such liability is computed on the basis of pupil enrollment, such portion shall be assessed as if the withdrawing town had the same pupil enrollment in each grade each year as it had on the October 1 preceding its withdrawal, and (ii) such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness or interest.
- B. Said petitioning town shall cease to be a member town if the proposed amendment is approved by the Committee and accepted by the petitioning town and each of the other member towns, acceptance by the petitioning town and by the other member towns to be by majority vote at an Annual or Special Town Meeting.
- C. Money received by the district from the withdrawing town for payment of funded indebtedness or interest thereon shall be used for this purpose only, and until so used shall be deposited in trust in the name of the district with a bank or trust company having its principal office in Massachusetts having a combined capital and surplus of not less than five million dollars (\$5,000,000.).
- D. Upon the effective date of withdrawal the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section IA, shall be decreased accordingly.

SECTION VIII. Amendments.

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the district then outstanding, or the rights of the district to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the district and the reapportionment accordingly of capital costs of the district then outstanding and of interest thereon. A proposal for amendment may be initiated by a signed petition bearing the signatures of ten percent (10%) of the registered voters of any one (1) of the member towns or by a majority of all the members of the regional district school committee. Any such proposal for amendment shall be presented to the Secretary of the Committee, who shall mail or deliver a notice, in writing, to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in each member town shall include in the warrant for the next Annual or a Special Town Meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each member town, in the manner hereinabove provided.

SECTION IX. Budget.

The Committee shall determine the amounts necessary to be raised to maintain and operate the regional schools during the ensuing fiscal year and the amount required for payment of debt and interest incurred by the District, which will be due in said year, and shall adopt an annual maintenance and operating budget for said year. The Committee shall then submit copies to the Finance or Advisory Committee of each member town or, if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen of such town, for their consideration at least forty-five (45) days prior to the earliest business session of any member's Annual Town Meeting. The Committee shall apportion the annual budget in accordance with the provisions of Section IV. The amount so apportioned for each town shall be certified in accordance with M.G.L. c. 71, § 16B by the District Treasurer to the Treasurers of the member towns, and each town shall appropriate the amounts so certified.

[1] *Note: Orleans Town Charter requires submission one hundred fifty (150) days prior to Annual Town Meeting. See Charter Ch. 8, § 2.*

SECTION X. Tuition pupils.

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

TOWN OF BREWSTER
BUDGET & TOWN MEETING CALENDAR
FISCAL YEAR 2025
12.08.23 DRAFT

1. **December 4, 2023:**
FY25-29 General Fund budget forecast presentation to Select Board and Finance Committee, including recommended FY25 budget development guidelines.
2. **December 21, 2023:**
Supplemental FY24 Capital Requests due.
3. **December 11, 2023:**
FY25 budget development guidelines distributed to Department Heads & Schools.
4. **December 12, 2023:**
FY25-29 Golf Enterprise Fund Financial Forecast presentation to Golf Commission.
5. **January 5, 2024:**
FY25 budget requests due to Town Administration and Finance Director.
6. **Weeks of January 10, 2024:**
Preliminary operating budget requests reviewed by the Town Administration and Finance Director with Department Heads.
7. **January 10, 2024:**
Finance Team presentation to Select Board and Finance Committee on FY24-28 Capital Improvement Plan, including supplemental FY24 Capital requests.
8. **February 5, 2024:**
FY25 Town Operating Budget Overview delivered to the Select Board and Finance Committee.
9. **February 7 & 9, 2024:**
Department Head FY25 budget presentations to Select Board and Finance Committee.
10. **February 15, 2024:**
4th and Final Sea Camps Public Forum
11. **February 21, 2024:**
Priority Deadline for submittal of warrant articles for inclusion on the 2024 Annual Town Meeting warrant.
12. **March 2024:**
FY25-29 Water Department Enterprise Fund Financial Forecast presented to Water Commissioners.

13. **March 22, 2024:**
Deadline for proxy votes for private road betterments.
14. **March XX, 2024**
Nauset Schools budget presentation to Select Board.
15. **March XX, 2024:**
Nauset Schools budget presentation to Finance Committee.
16. **April 1, 2024:**
Administrative deadline to finalize warrant articles for the May 2024 Special and Annual Town Meetings.
17. **April 8, 2024:**
Deadline for Select Board's and Finance Committee's recommendations on the May 2024 Special and Annual Town Meeting warrant articles.
18. **April XX, 2024:**
Deadline to send May 2024 Special & Annual Town Meeting warrants to the printer.
19. **April 15, 2024: (holiday)**
Deadline to post warrants.
20. **April 16, 2024:**
Deadline for Select Board to place a ballot question on the Annual Town Election.
21. **April 22, 2024:**
FY25 Budget and Town Meeting warrant book posted on the website for the general public and distributed at Town buildings and other locations.
22. **Week of April 22, 2024:**
Town Meeting public information session.
23. **May 6 or 11, 2024:**
2024 Special and Annual Town Meeting held at Stony Brook Elementary School.
24. **May 21 or 28, 2024:**
2024 Annual Town Election.

Select Board FY24-25 Strategic Plan

FINAL AS APPROVED 08.21.23

Vision Building Block	Goal #	Goal Description	Timeline	Vision Plan / Local Comprehensive Plan	FY23-24 SB Plan	Primary Responsible Party	Other Key Stakeholders
Sea Camps	SC-1	Provide interim public access to and activities on both Sea Camps properties	FY24-25	X	X	Town Administration and Bay & Pond Property Planning Committees	Select Board; Recreation Commission; Recreation Dept; Town Staff
	SC-2	Continue community planning process, engaging residents and stakeholders, to develop long-term comprehensive plans for both Sea Camps properties	FY24-25	X	X	Town Administration and Bay & Pond Property Planning Committees	Select Board; BPPC & PPPC Liaisons and Representatives, and Town Staff
	SC-3	Continue to explore potential partnerships and revenue generating opportunities that mitigate tax impacts and/or provide enhanced services, programs, or amenities for residents on both Sea Camps properties	FY24-25	X	X	Town Administration and Bay & Pond Property Planning Committees	Select Board; BPPC & PPPC Liaisons and Representatives, and Town Staff
Governance	G-1	Evaluate strategies to reduce tax burden on residents, including examining revenues and targeted local tax relief options, and managing school budgets	FY24		X	Finance Team	Select Board; Finance Committee
	G-2	Develop and implement communications plan, with focus on municipal finance and taxes, to best inform residents and local businesses about Town affairs	FY24-25	X		Town Administration	Select Board; Town Staff
	G-3	Identify priority areas to increase organizational capacity to meet enhanced service needs and expanded project demands and develop long-term financing plan to fund necessary personnel	FY24-25	X	X	Town Administration, Human Resources, & Finance Team	Select Board; Finance Committee; Town Staff
	G-4	Conduct assessment of community recreation needs, develop implementation plan, and provide staffing supports to deliver enhanced recreation services	FY24-25	X	X	Town Administration	Select Board; Finance Team; Human Resources; Recreation Dept & Commission; Natural Resources Dept; Department of Public Works
Community Character	CC-1	Complete Diversity, Equity, and Inclusion audit of Town policies, provide DEI training to Town officials and staff, and integrate DEI considerations into Town programs, events, and activities	FY24-25	X	X	Town Administration	Select Board; Human Resources Department; Town Staff
	CC-2	Develop and implement FY24-28 Age-Friendly Community Action Plan based on 2023 COA community needs assessment	FY24-25	X	X	Council on Aging Board & Department	Select Board; Town Administration; Social Services Team
	CC-3	Evaluate feasibility of potential childcare subsidy program, and implement in equitable and sustainable manner	FY24-25	X		Select Board	Finance Team; Finance Committee; Housing Department
	CC-4	Evaluate impacts of short-term rentals on the community and consider potential policy solutions	FY25			Select Board & Town Administration	Board of Health; Health Department; Housing Department; Building Department; Planning Department
Open Space	OS-1	Develop standard criteria and process to evaluate potential land acquisitions and consider establishing municipal land acquisition committee	FY24	X	X	Select Board	Town Administration; Open Space Committee; Affordable Housing Trust; Water Commission; Town Staff
	OS-2	Identify priority goals of 2021 Open Space and Recreation Plan and begin implementation, including making targeted accessibility improvements to Town-owned conservation land	FY24-25	X		Natural Resources Advisory Commission & Dept; Recreation Commission & Dept	Town Administration; Select Board; Conservation Commission; Water Commission & Dept

Select Board FY24-25 Strategic Plan

FINAL AS APPROVED 08.21.23

Vision Building Block	Goal #	Goal Description	Timeline	Vision Plan / Local Comprehensive Plan	FY23-24 SB Plan	Primary Responsible Party	Other Key Stakeholders
Housing	H-1	Promote and encourage support programs that help residents stay in their homes	FY24-25	X	X	Housing Dept	Select Board; Town Administration; Affordable Housing Trust; Human Services Committee; Council on Aging
	H-2	Continue implementing Housing Production Plan	FY24-25	X	X	Affordable Housing Trust & Housing Dept	Select Board; Planning Board; Housing Partnership; Town Administration; Planner
	H-3	Continue to provide support for Millstone Community Housing initiative	FY24-25	X	X	Town Administration & Housing Dept	Select Board; Affordable Housing Trust; Community Preservation Committee
Local Economy	LE-1	Develop Guide to Doing Business in Brewster	FY25	X	X	Town Administration	Building Dept; Health Dept; Planning Dept; Natural Resources Dept; Town Clerk; Chamber of Commerce
Coastal Management	CM-1	Identify and implement priority goals and strategies of Coastal Resource Management Plan (Phase I)	FY24-25	X		Natural Resources Commission & Dept	Select Board; Conservation Commission; Town Administration
	CM-2	Advance intermunicipal shoreline management plan initiative with Dennis and Orleans	FY24-25	X		Natural Resources Dept	Natural Resources Advisory Commission; Town Administration; Conservation Commission
Water Resources	WR-1	Continue Integrated Water Resource Management Plan implementation and update as needed to reflect current alternatives analyses, prioritize pond water quality, and identify timelines	FY24-25	X	X	Water Resources Task Force	Town Administration; Select Board; Natural Resources Commission & Dept; Water Commission & Dept; Board of Health & Health Dept; Planning Board & Dept; Finance Committee; Brewster Ponds Coalition
	WR-2	Continue to manage Pleasant Bay watershed permit, develop new watershed permits, and educate the community about changes to Title V regulations and new DEP nitrogen sensitive watershed permit regulations	FY24-25	X		Water Resources Task Force	Town Administration; Select Board; Board of Health & Health Dept; Pleasant Bay Alliance; Golf Commission & Dept; Brewster Ponds Coalition
Community Infrastructure	CI-1	Collaborate with Brewster Ladies Library Association Board to determine priorities for library renovations and possible funding options/opportunities	FY24		X	Select Board & Town Administration	Finance Team; Brewster Ladies Library Association Board & Library Dept; Community Preservation Committee; Finance Committee
	CI-2	Lead approved capital projects through to successful completion and continue to communicate and engage with residents	FY24-25	X		Town Administration	Select Board; Town staff
Climate Mitigation & Adaptation	CA-1	Identify and implement priority energy and climate mitigation/ adaptation goals and strategies consistent with the Municipal Vulnerability Preparedness Plan, Green Communities Energy Reduction Plan, and Hazard Mitigation Plan	FY24-25	X		Energy & Climate Action Committee; Energy Manager	Town Administration; Select Board
Solid Waste Management	SW-1	Establish improvement process for Department of Public Works and Recycling Center campus based on results of site assessment	FY24	X	X	DPW Director	Town Administration; Select Board; Recycling Commission

For Your Information (FYIs)
January 8, 2024

1. MassPRIM- Pension Reserves Investment Management November Report
2. Health & Human Services Grant Reports
 - a. Cape Cod Children's Place First Half FY24 Report
 - b. Family Pantry First Half FY24 Report
 - c. Food 4 Kids Summer Report
3. November 2023 Housing Coordinator Update
4. MassDOT Sagamore Bridge Project Letter



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster
State Retirees Benefits Trust Fund
November 01, 2023 to November 30, 2023

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	3,715,867.17	3,790,975.25	3,268,481.19
Your change in investment value for the period was:	182,240.45	47,132.37	269,626.43
Your exchanges from (to) the Cash Fund for the period were:	60,000.00	120,000.00	420,000.00
Your ending net asset value for the period was:	<u>3,958,107.62</u>	<u>3,958,107.62</u>	<u>3,958,107.62</u>
Net Change in Investment Value represents the net change through investment activities as follows:			
Gross Investment Income:	9,183.78	40,363.91	90,373.10
Less Management Fees:	(2,305.72)	(7,921.41)	(17,159.50)
Net Investment Income:	<u>6,878.06</u>	<u>32,442.50</u>	<u>73,213.60</u>
Net Fund Unrealized Gains/Losses:	171,076.71	(64.26)	161,294.93
Net Fund Realized Gains/Losses:	<u>4,285.68</u>	<u>14,754.13</u>	<u>35,117.90</u>
Net Change in Investment Value as Above:	<u>182,240.45</u>	<u>47,132.37</u>	<u>269,626.43</u>

As of November 30, 2023 the net asset value of your investment in the SRBT Fund was: \$3,958,107.62

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

Town of Brewster

Cash Investment

November 01, 2023 to November 30, 2023

	<u>Month To Date</u>	<u>Fiscal Year To Date</u>	<u>Calendar Year To Date</u>
Your beginning net asset value for the period was:	0.00	0.00	0.00
Your investment income for the period was:	0.00	0.00	0.00
Your total contributions for the period were:	60,000.00	120,000.00	420,000.00
Your total redemptions for the period were:	0.00	0.00	0.00
Your total exchanges for the period were:	(60,000.00)	(120,000.00)	(420,000.00)
Your state appropriations for the period were:	0.00	0.00	0.00
Your ending net asset value for the period was:	0.00	0.00	0.00

As of November 30, 2023 the net asset value of your investment in the Cash Fund was: **\$0.00**

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

PHTF90200002
Commonwealth Of Massachusetts

Town of Brewster

Investment Detail

11/30/2023

	Investments	Units Of Participation	Cost	Price	Market Value	Unrealized Gain/Loss
14,951.679	HCST OPEB MASTER TRUST		3,793,058.06	264.7266	3,958,107.62	165,049.56
	Total Investment:		3,793,058.06		3,958,107.62	165,049.56



Pension Reserves Investment Management Board

53 State Street, Suite 600
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer

PHTF90200002
Commonwealth Of Massachusetts

Town of Brewster Statement of Change In Net Assets 11/30/2023

	Current Period		Fiscal Year		Year To Date	
	<u>11/1/2023</u>	<u>11/30/2023</u>	<u>7/1/2023</u>	<u>11/30/2023</u>	<u>1/1/2023</u>	<u>11/30/2023</u>
NET ASSETS - BEGINNING OF PERIOD		3,715,867.17		3,790,975.25		3,268,481.19
DISBURSEMENTS:						
CASH FUND EXCHANGES		60,000.00		120,000.00		420,000.00
RECEIPTS:						
CONTRIBUTIONS:						
PARTICIPANTS		60,000.00		120,000.00		420,000.00
INVESTMENT INCOME:						
UNREALIZED GAIN/LOSS-INVESTMENT		171,076.71		-64.26		161,294.93
MASTER TRUST ALLOCATED EXPENSES		-103.83		-1,033.23		-2,489.12
MASTER TRUST CHANGE IN REALIZED G/L		4,285.68		14,754.13		35,117.90
MASTER TRUST INVESTMENT INCOME		9,183.78		40,363.91		90,373.10
MT ALL INVESTMENT MANAGER FEES		-2,201.89		-6,888.18		-14,670.38
UNIT EXCHANGES		60,000.00		120,000.00		420,000.00
Total Receipts		302,240.45		287,132.37		1,109,626.43
Total Disbursements:		60,000.00		120,000.00		420,000.00
Net Assets - End of Period:		3,958,107.62		3,958,107.62		3,958,107.62

STATEMENT EXPLANATION

Below you will find a description of each item posted to your statement.

CAPITAL ACCOUNT

Summary of Account Activity:	A summary statement produced for your investment in the State Retiree Benefits Trust Fund (SRBTF) includes both month-to-date and fiscal year-to-date information. This statement is also furnished to the Public Employee Retirement Administration Commission (PERAC).
Your beginning net asset value for the period:	The total balance of your investment as of the opening date of the statement period.
Your change in investment value for the period:	The total increase or decrease in your investment includes net investment income, realized gains or losses, and unrealized gains or losses.
Your total exchanges from (to) cash fund:	Movement of funds occurring on the first business day of each month between your Cash Fund and Capital Account (SRBTF).
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.
Gross investment income:	Represents your allocable share of the SRBTF's income associated with securities and other investments (i.e. real estate), except for realized and unrealized gains or losses. It is principally interest, dividends, real estate income, and private equity income.
Management fees:	Represents your allocable share of the SRBTF's expenses related to PRIM's investment advisors, consultants, custodian and operations expenses.
Net investment income:	Represents your allocable share of the SRBTF's gross investment income, less Management Fees.
Net fund unrealized gains/losses:	Represents your allocable share of the SRBTF's increase or decrease in value, attributed to a change in value of securities or other investments held in the PRIT Fund, relative to original cost. These gains or losses are "unrealized" because the investments have not yet been sold.
Net fund realized gains/losses:	Represents your allocable share of the SRBTF's increase or decrease in value attributed to the PRIT Fund's sale of securities or other investments (i.e. real estate property). Whether you "realize" a gain or loss depends upon the price at which the investment was sold in relation to its original purchase price.

CASH FUND

Your beginning net asset value for the period:	The total balance of your investment as of the opening date of the statement period.
Your investment income for the period:	Interest earned for the period.
Your total contributions for the period:	Sum of all funds (i.e. wires and/or checks) sent into your SRBTF account during the statement period. Cash contributed any day during the month except the first business day will remain in your Cash Fund until the first business day of the following month, when it will then be exchanged into the General Allocation Account (SRBTF).
Your total redemptions for the period:	Sum of all funds sent by wire from the PRIT Fund's custodian bank to your government entity during the statement period. A redemption made be made at any time throughout the month as long as your Cash Fund balance equals or exceeds the amount you wish to redeem.
Your ending net asset value for the period:	The total balance of your investment as of the closing date of the statement period.

If you have any questions regarding your statement, please contact the Client Services team at clientservice@mapension.com.



Cape Cod Children's Place, Inc.

A place where children and families learn and grow.

December 15, 2023

Town of Brewster
Human Services Committee
Attn: Conor Kenny
2198 Main Street
Brewster, MA 02631-1898

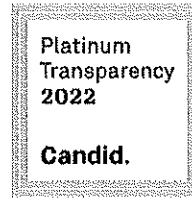
Dear Brewster Human Service Committee:

Please pay the Cape Cod Children's Place the sum of **5,250.00** for services provided during the **first half** of **FY24**. This sum is the **first** (July 1, 2023 to December 31, 2023) payment from a grant awarded to our agency from the Human Services Committee to support the operation of a family resource and referral center providing support for families with young children ages 1 month – 5 years for the residents of Brewster. During the period, we awarded and managed subsidies to **6** Brewster children and provided early childhood education services to **3** Brewster children. We also offered **11** Parent/Caregiver Education & Support Programs and **36** Parent-Child Engagement Programs to Brewster residents.

We appreciate your support to help defray the costs of childcare and family support services for this much-needed program for Brewster residents.

Thank you,

Cindy Horgan
Director



133 Queen Anne Road
Harwich, MA 02645
www.thefamilypantry.com
508-432-6519



Christine H. Menard
Executive Director
cmenard@thefamilypantry.com

Trustees

Shelly O'Neill, *Chairperson*
Norman Clarke
Paul Covell
Lorraine Cowhey
Nancy Diehl DiGiovanni
Richard Gomes
Shirley A. Gomes
Lisa Griffin
Eileen Leary
Peter Moynagh
John Our
James Peterson
Thomas H. Peterson, Jr.
Anne Watson
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Directors

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John DeVito, *Vice President*
Kathy McNamara, *Secretary*
Mary Kate Gallagher, *Treasurer*
Alan Pollock
Allan Campbell
Kathy Kellogg
Larry Lyford
Maureen Maguire
Leo Blandford
Sally Tarbell
Justin Tavano

Town of Brewster
Office of the Town Administrator
2198 Main Street
Brewster, MA 02631

Re: Semi Annual Billing

Here is the 1st billing for the Town of Brewster grant to The Family Pantry of Cape Cod ending December 31, 2023

Grant amount \$5,000.00 Invoice for \$2,500.00

From July 1- December 31st, we provided food to 228 (unduplicated) Brewster households. The 228 households included a total of 468 people (113 children and 355 adults). We provided 4152 bags of food which included: canned and packaged foods, eggs, cheese, frozen meat, fresh produce and bakery products.

We calculate the value of a bag of food each year using industry standard formulas. The current value is \$43 per bag. This means that we have provided \$178,536 worth of food to Brewster residents .

The Family Pantry of Cape Cod continues to serve a leadership role on the Cape by partnering with the Greater Boston Food Bank which uses part of our Harwich warehouse 9 days a month to bring 2 tractor trailer loads of food that is distributed to all Cape Cod pantries and feeding programs saving all of the agencies the time and expense of travel to Boston.

Thank You,

Christine H Menard
Executive Director

Reporting

Distinct Clients Report

Location

Start Date

End Date

Report Type Summary Detail

City	Client	Client Adult	Client 65Plus	Client Child	Client NoDOB	AFM Adults	AFM 65Plus	AFM Children	AFM NoDOB	Household Total
BARNSTABLE TOTALS	1556	1409	146	0	1	1219	102	1159	2	4038
BOURNE TOTALS	13	11	2	0	0	12	2	18	0	45
BREWSTER TOTALS	228	132	96	0	0	103	24	113	0	468
CHATHAM TOTALS	174	129	45	0	0	96	16	94	0	380
DENNIS TOTALS	539	394	145	0	0	313	57	299	0	1208
EASTHAM TOTALS	107	56	51	0	0	51	16	46	1	221
FALL RIVER TOTALS	6	6	0	0	0	8	2	9	0	25
FALMOUTH TOTALS	29	27	2	0	0	19	1	18	0	67
HARWICH TOTALS	388	276	111	1	0	227	35	191	0	841
MASHPEE TOTALS	39	37	2	0	0	30	2	35	0	106
NANTUCKET TOTALS	1	1	0	0	0	3	0	0	0	4
NEW BEDFORD TOTALS	5	4	1	0	0	6	0	7	0	18
ORLEANS TOTALS	141	62	79	0	0	47	9	31	0	228
OTHER TOTALS	123	94	28	1	0	110	20	102	0	355
PROVINCETOWN TOTALS	91	45	46	0	0	31	3	23	0	148
SANDWICH TOTALS	51	44	7	0	0	26	6	49	0	132
TRURO TOTALS	20	13	7	0	0	8	2	1	0	31
WELLFLEET TOTALS	27	20	7	0	0	14	6	12	0	59
YARMOUTH TOTALS	749	666	82	1	0	576	58	564	1	1948
	4287	3426	857	3	1	2899	361	2771	4	10322

Reporting

Client Visit Report

Location

Run Report

Start Date

End Date

Report Type Summary Detail

City	Client	Client Adult	Client 65Plus	Client Child	Client NoDOB	AFM Adults	AFM Children	AFM 65Plus	AFM NoDOB	House Total	# Bags
BARNSTABLE TOTALS	5866	5223	642	0	1	5037	4828	430	2	16163	16680
BOURNE TOTALS	63	48	15	0	0	62	77	11	0	213	197
BREWSTER TOTALS	906	411	495	0	0	342	448	125	0	1821	2340
CHATHAM TOTALS	755	527	228	0	0	419	447	75	0	1696	2009
DENNIS TOTALS	2281	1550	731	0	0	1295	1330	273	0	5179	6110
EASTHAM TOTALS	458	216	242	0	0	230	194	69	7	958	1214
FALL RIVER TOTALS	18	18	0	0	0	31	32	4	0	85	70
FALMOUTH TOTALS	87	73	14	0	0	49	41	12	0	189	226
HARWICH TOTALS	785	507	278	0	0	419	334	100	0	1638	2104
Harwich TOTALS	1	1	0	0	0	0	0	0	0	1	2
HARWICH TOTALS	953	659	289	5	0	598	465	86	0	2102	2740
MASHPEE TOTALS	109	100	9	0	0	93	105	7	0	314	313
NANTUCKET TOTALS	3	3	0	0	0	9	0	0	0	12	10
NEW BEDFORD TOTALS	15	14	1	0	0	24	22	0	0	61	53
ORLEANS TOTALS	572	207	365	0	0	184	104	42	0	902	1323
OTHER TOTALS	438	304	133	1	0	488	422	105	0	1453	1435
PROVINCETOWN TOTALS	338	142	196	0	0	115	83	13	0	549	799
SANDWICH TOTALS	175	150	25	0	0	100	170	50	0	495	508
TRURO TOTALS	70	42	28	0	0	24	1	8	0	103	169
WELLFLEET TOTALS	86	57	29	0	0	42	30	42	0	200	241
YARMOUTH TOTALS	3002	2661	339	2	0	2503	2482	299	1	8287	8616
	16981	12913	4059	8	1	12064	11615	1751	10	42421	47159

*Bags = 906 * 2 + 2340 = 4152*



Food 4 Kids

A MA Summer EATS Program

*Works to alleviate childhood hunger
on the lower/ outer Cape and beyond
by bringing together the Church of the Holy Spirit
and local communities
to provide free meals for children and teens
in the summer when schools are out*

Food 4 Kids Funding Report for Brewster: Summer 2023

Participating Brewster Programs:

- Brewster Summer Recreation at Eddy Elementary School
 - Monday – Friday, June 26 – August 11
 - Lunch
- Nauset Youth Alliance at Stony Brook Elementary School
 - Monday – Friday, June 26 – August 18
 - AM Snack, Lunch, PM Snack
- Summers’s Not Over at First Parish Brewster
 - Monday – Friday, August 14 – 18
 - AM Snack, Lunch

Services provided:

- Food 4 Kids prepared, packed and delivered meals daily, Monday – Friday. All meals were provided free to the programs and free to all children/teens.
- F4K provided a selection of free books to be handed out randomly to 5-6 children at each location each day during lunch.
- F4K paid for a Site Supervisor to deliver and hand out the lunches and complete all USDA/SFSP required paperwork for the Brewster Summer Recreation program.

Numbers served:

- Total meals served in Brewster:
 - 2,329 AM Snacks
 - 4,274 Lunches
 - 2,341 PM Snacks
- Average number of children served per day in July when Brewster Summer Recreation and Nauset Youth Alliance were both running: **136** (We track meal counts/day, but not attendance by child.)

Program Costs and Funding:

Food 4 Kids is reimbursed a fixed rate by the USDA for a maximum of 2 meals/day (e.g. AM Snack and Lunch) at each site. The reimbursement rates are uniform across the US and not adjusted for local cost of living differences. We provide a third meal, typically a PM Snack, for those programs that operate a full day, as we did for Nauset Youth Alliance. The third meal is not reimbursed by the USDA. This year the USDA’s reimbursement covered about 66% of our

total program costs across all sites in the 8 towns on the lower/outer Cape. We rely on community grants along with other state and local granting organizations to cover the rest.

<u>Brewster's share of TOTAL Food 4 Kids's EXPENSES</u>	<u>\$37,897</u>
<u>USDA reimbursements for Brewster meals</u>	\$23,875 (63%)
Brewster's costs <u>not reimbursed by the USDA</u>	\$14,022 (37%)

Grant Funding – Brewster:

<u>Brewster's non-USDA funded expenses</u>	<u>\$14,022</u>
Brewster's FY24 Human Services Grant	\$ 3,500 (25%)
Remainder to be funded by other grants	\$10,522 (75%)

Housing Coordinator Update November 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14 & 15)
 - Responded to email, phone & in person requests for information and assistance, 65 total requests for housing information (45) or assistance (20). Open office hours Thursdays from 10-noon.
 - Quoted in Cape Cod Times article, “Race to 10%, How Cape Cod Towns are Creating, Preserving Housing”
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - \$255,000 in CPA funds approved at Town Meeting for Trust’s Affordable Buydown Program
 - Housing Program Assistant second interviews held, and finalist identified.
 - Based on previous Trust discussions, synthesized Housing Trust priority goals for FY24-25.
 - Trust working on additional items throughout this report.
3. Spring Rock Village- comp permit for 45 affordable rental units off Millstone (SB H-4, HPP #12 & 16)
 - Town meeting approved \$500,000 in CPA funding for Spring Rock Village.
 - Discussion with Housing Assistance Corporation (HAC) & Preservation of Affordable Housing (POAH) about Spring Rock regional CPC applications, state funding preapplication & related updated cost estimates.
4. Comprehensive Permit Projects (HPP Strategy #16):
 - Habitat for Humanity, Phoebe Way: Spoke at Community Kick-off event. ‘To be’ homeowners introduced. Wall Raisings held.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Community Development Block Grant (CDBG)- FY21 Housing Rehab extension request for one project. FY22/23 RFP issued for Housing Rehab subgrantee. Brewster was also asked to submit FY24 Regional CDBG application.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Pearl Construction continuing work and making great progress. Site visit with Assistant Town Manager Donna Kalinick and The Resource Inc. Communication with HAC about home resale process. Executive Office of Housing and Livable Communities (HLC) set resale price. Marketing begins December 1st. Letters sent to guardian and conservator regarding Barbie dolls.
 - Serenity Apartments at Brewster (27 affordable units)- Elevation Financial will provide annual recertification in early January 2024.
 - 11 Sean Circle- Waiting for final required work to be done prior to affordable resale.
 - Continue collaboratively addressing other affordable housing concerns and potential violations.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU: Bylaw revisions approved by Town Meeting.
 - Contract executed for \$65,000 grant to examine Town zoning bylaws with a focus on multi-unit and mixed - use residential. Lead on grant and project: Town Planner, Jon Idman.
8. Collaboration and Education (HPP Strategies #7 & 15)
 - Participated in Cape Cod Commission Regional Strategy Meeting & Making the Case Call.
 - Continued library discussion about potential housing Town book theme emphasis.
 - Attended information sessions on Homes for Profit: Speculation & Investment in Greater Boston and Housing America’s Older Adults.

Upcoming Events & Announcements:

- 212 Yankee Drive affordable home for sale for \$237,900. Applications are available December 1.

Personnel

- Participated in Housing Trust, Sea Camps Community Forum & Special Town Meeting. Also worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Housing Partnership, Human Resources, Library, Planning, Public Works, Town Administration, & Water.



**U.S. Department
of Transportation**

Office of the Secretary
of Transportation

Under Secretary for Policy

1200 New Jersey Avenue, SE
Washington, DC 20590

December 27, 2023

Mr. Peter Lombardi
Town Manager
Town of Brewster
Town Administrator's Office
2198 Main Street
Brewster, MA 02631

Dear Mr. Lombardi:

Thank you for your letter supporting the Sagamore Bridge Project application for the Multimodal Project Discretionary Grant (MPDG) Program.

The deadline for submitting final applications was 11:59 pm Eastern on August 21, 2023, and we anticipate announcing awards in the near future. Please be assured all properly submitted applications will receive full and careful consideration.

Thank you for your support of this program and for your partnership as we work to strengthen our nation's infrastructure.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Monje, Jr.', written over a light blue horizontal line.

Carlos A. Monje, Jr.

F11