



Town of Barnstable  
Town Council  
James H. Crocker Jr. Hearing Room  
367 Main Street, 2<sup>nd</sup> floor,  
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**TOWN COUNCIL MEETING**  
**May 28, 2026**  
**6:00pm**

Councillors:

Craig Tamash  
President  
Precinct 4

Kris Clark  
Vice President  
Precinct 11

Gordon Starr  
Precinct 1

Thomas Keane  
Precinct 2

Betty Ludtke  
Precinct 3

John Crow  
Precinct 5

William Crocker  
Precinct 6

Seth Burdick  
Precinct 7

Lisa DaLuz  
Precinct 8

Charles Bloom  
Precinct 9

Matthew P. Levesque  
Precinct 10

Barry Sheingold  
Precinct 12

Felicia Penn  
Precinct 13

Administrator:  
Cynthia A. Lovell  
[Cynthia.lovell@barnstable.gov](mailto:Cynthia.lovell@barnstable.gov)

The May 28, 2026 Meeting of the Barnstable Town Council shall be conducted in person at 367 Main Street 2<sup>nd</sup> Floor James H. Crocker Jr. Hearing Room, Hyannis, MA. The public may attend in person or participate remotely in Public Comment or during a Public Hearing via the Zoom link listed below.

1. The meeting will be televised live via Xfinity Channel 8 or 1070 or High-Definition Channel 1072 or may be accessed via the Government Access Channel live stream on the Town of Barnstable's website: <https://barnstable.cablecast.tv/internetchannel/watch-now>
2. Written Comments that will be distributed to the entire Town Council may be submitted to: [council@barnstable.gov](mailto:council@barnstable.gov)
3. Remote Participation: The public may participate in Public Comment or Public Hearings by utilizing the Zoom video link or telephone number and access meeting code:

Join Zoom Meeting <https://townofbarnstable-us.zoom.us/j/84871446605> Meeting ID: 848 7144 6605  
US Toll-free 888 475 4499

**PUBLIC SESSION**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOMENT OF SILENCE**

**EXECUTIVE SESSION**

(total estimated time: 45 minutes, actual time may differ)

The Town Council will enter Executive Session pursuant to G.L. c. 30A, sec. 21(a)(3) to discuss strategy with respect to potential litigation related to federal grant conditions since a discussion in open session may have a detrimental effect on the litigating position of the Town and Town Council.

**PUBLIC SESSION**

**4. PUBLIC COMMENT**

**5. COUNCIL RESPONSE TO PUBLIC COMMENT**

**6. TOWN MANAGER COMMUNICATIONS (Pre-Recorded and available on Video on Demand on the Town website)**

**7. MINUTES**

- **ACT ON PUBLIC SESSION MINUTES: May 14, 2026**

**8. COMMUNICATIONS - from elected officials, boards, committees, and staff, commission reports, correspondence and announcements**

- **Historical Commission update, Bob Frazee, Chair**
- **John F. Kennedy Memorial Trust Fund Committee update, Lynne Poyant**

**Workshop**

- **Review of Seasonal Communities program requirements, James Kupfer, Director, Planning and Development**

**9. ORDERS OF THE DAY**

- A. Old Business**
- B. New Business**

**10. ADJOURNMENT**

**NEXT REGULAR MEETING: June 11, 2026**

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**Presentation from Mark Milne, Director of Finance - Fiscal Year 2027 Operating Budget**

**CONSENT AGENDA:**

**Proposed Vote: To refer Items 2026-175 through 2026-197, as written, to individual public hearings to be held on each item at the Town Council meeting on June 05, 2025.**

**B. NEW BUSINESS**

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**Please Note:** The lists of matters are those reasonably anticipated by the Council President which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may be discussed to the extent permitted by law. It is possible that if it votes, the Council may go into executive session. The Council may also act on items in an order other than as they appear on this agenda. Persons interested are advised that in the event any matter taken up at the meeting remains unfinished at the close of the meeting, it may be continued to a future meeting, and with proper notice.

**A. OLD BUSINESS (May be acted upon) (Majority Vote)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-170**  
**INTRO: 05/14/2026, 05/28/2026**

**2026-170 APPOINTMENTS TO A BOARD/COMMITTEE/COMMISSION**

**RESOLVED:** That the Town Council appoints the following individuals to a multiple-member Board/Committee/Commission: **Comprehensive Financial Advisory Committee:** John Virgona, as a regular member to a term expiring 06/30/2028; **Historical Commission:** Megan Farrington Greenwell, as a regular member to a term expiring 06/30/2028; **Housing Committee:** Meaghan Mort, as a regular member to a term expiring 06/30/2027; **Infrastructure and Energy Committee:** Jignesh Amin, as a regular member to a term expiring 06/30/2028

**SPONSOR:** Appointments Committee Members: Councilor Seth Burdick, (Chair); Councilor Thomas Keane; Councilor John Crow; Councilor Charles Bloom; and Councilor Gordon Starr

DATE	ACTION TAKEN
<u>05/14/2026</u>	<u>Refer to Second Reading 05/28/2026</u>
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**A. OLD BUSINESS (May be acted upon) (Majority Vote)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-171**  
**INTRO: 05/14/2026, 05/28/2026**

**2026-171 REAPPOINTMENTS TO A BOARD/COMMITTEE/COMMISSION**

**RESOLVED:** That the Town Council reappoints the following individuals to a multiple-member Board/Committee/Commission: **Hyannis Main Street Waterfront Historic District Commission:** Laura Cronin, as a regular member, to a term expiring 06/30/2028; **Steamship Authority Port Council:** Greg Egan, as a Town of Barnstable Representative member, to a term expiring 12/30/2028

**SPONSOR:** Appointments Committee Members: Councilor Seth Burdick, (Chair); Councilor Thomas Keane; Councilor John Crow; Councilor Charles Bloom; and Councilor Gordon Starr

DATE	ACTION TAKEN
<u>05/14/2026</u>	<u>Refer to Second Reading 05/28/2026</u>
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**A. OLD BUSINESS (May be acted upon) (Majority Vote)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-173**  
**INTRO: 05/14/2026, 05/28/2026**

**2026-173 ORDER AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF BARNSTABLE AND BARNSTABLE COUNTY FOR  
SHARED REGIONAL HOUSING SERVICES**

**ORDERED:** That the Town Council authorizes the execution and delivery by the Town Manager of an Intergovernmental Agreement, pursuant to M.G.L. c. 40, § 4A, under which Barnstable County shall perform shared regional housing services for the Town for a term not-to-exceed two years in an amount not-to-exceed **\$132,990**.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
<u>05/14/2026</u>	<u>Refer to Second Reading 05/28/2026</u>

\_\_\_\_\_

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

# BARNSTABLE TOWN COUNCIL

ITEM# 2026-173  
INTRO: 05/14/2026, 05/28/2026

## SUMMARY

**TO:** Town Council  
**FROM:** Mark S. Ells, Town Manager  
**THROUGH:** James Kupfer, Director, Planning & Development  
**DATE:** May 14, 2026  
**SUBJECT:** Order authorizing an Intergovernmental Agreement between the Town of Barnstable and Barnstable County for Shared Regional Housing Services

**BACKGROUND:** The Town of Barnstable, through its Planning & Development Department, seeks to enter into an Intergovernmental Agreement (IGA) with Barnstable County for Shared Regional Housing Services (SRHS). The IGA would run from July 1, 2026, through June 30, 2027, with total payments not to exceed \$88,660. The contract also offers an option to renew for one additional year at \$44,330. The program is administered by Barnstable County and delivered by a consultant team led by Barrett Planning Group (BPG).

The SRHS program provides the Town of Barnstable with shared, regionally coordinated affordable housing planning and technical assistance services. These services are structured under three tiers:

- Tier 1 – Regional Support Activities: Program administration, maintenance of the Regional Affordable Housing Database and stakeholder contact list, bi-weekly virtual office hours, quarterly progress reports, and at least two annual virtual workshops.
- Tier 2 – Community Support Activities: Direct technical assistance to municipal staff on affordable housing matters, including review of bylaws and regulations, developer proposal review, affirmative fair housing marketing plan preparation, deed restriction monitoring and preservation, and liaison with the Executive Office of Housing and Livable Communities (EOHLC) on Subsidized Housing Inventory (SHI) matters.
- Tier 3 – Monitoring Services: Monitoring of deed-restricted affordable housing units, preparation of compliance reports for Local Initiative Program (LIP) certifications to EOHLC, and general tracking of all deed-restricted units.

This contract supports the Town's ongoing efforts to expand affordable housing opportunities, maintain compliance with state affordable housing requirements, and provide professional-level housing planning services in a cost-effective regional model.

**FISCAL IMPACT:** Funding in the amount of \$44,330 will be expended from the Affordable Housing Growth and Development Trust Board fund and \$44,330 will be expended from the Planning and Development Department operating budget. If the option year is exercised, the additional \$44,330 will be expended from the Planning and Development Department Operating Budget.

**TOWN MANAGER RECOMMENDATION:** Mark S. Ells, Town Manager, recommends approval of this item.

**STAFF ASSISTANCE:** James S. Kupfer, Director of Planning and Development; Corey Pacheco, Senior Planner, Planning and Development.

**A. OLD BUSINESS (Public Hearing) (Roll Call Majority Full Council)**

**BARNSTABLE TOWN COUNCIL**

**ITEM#2026-174**  
**INTRO: 05/14/2026, 05/28/2026**

**2026-174 APPROPRIATION ORDER IN THE AMOUNT OF \$10,000 IN COMMUNITY PRESERVATION HISTORIC PRESERVATION FUNDS FOR PRESERVATION WORK AT THE ROTHWELL ICEHOUSE AT THE DOTTRIDGE HOMESTEAD, LOCATED AT 1148 MAIN STREET IN COTUIT**

**ORDERED:** That, pursuant to the provisions of the Community Preservation Act, G.L. c. 44B, the amount of **\$10,000** be appropriated to the Historical Society of Santuit and Cotuit, Inc. for preservation work on the historic resource known as the Rothwell Icehouse located at the Dottridge Homestead, 1148 Main Street, Cotuit, as shown on Assessor’s Map 034, Parcel 051; and that to meet this appropriation that the remaining funds in the amount of **\$10,000** in Town Council Order 2025-032, passed October 10, 2024, be transferred to this project. It is further ordered that the Town Manager is authorized to contract for and expend the appropriation made available for this purpose, subject to the oversight of the Community Preservation Committee.

**SPONSOR:** Mark S. Ells, Town Manager, upon recommendation of the Community Preservation Committee.

DATE	ACTION TAKEN
<u>05/14/2026</u>	<u>Refer to Public Hearing 05/28/2026</u>

- 
- Read Item
  - Motion to Open Public Hearing
  - Rationale
  - Public Hearing
  - Close Public Hearing
  - Council Discussion
  - Vote

# BARNSTABLE TOWN COUNCIL

**ITEM# 2026-174**  
**INTRO: 05/14/2026, 05/28/2026**

## SUMMARY

**TO:** Town Council  
**FROM:** Mark S. Ells, Town Manager  
**THROUGH:** Lindsey Counsell, Chair, Community Preservation Committee on behalf of the Community Preservation Committee  
**DATE:** May 14, 2026  
**SUBJECT:** Appropriation Order in the amount of **\$10,000** in Community Preservation Historic Preservation Funds for preservation work at the Rothwell Icehouse at the Dottridge Homestead, located at 1148 Main Street, Cotuit

**BACKGROUND:** In 2024, under Town Council Order 2025-032, the Barnstable Town Council appropriated \$33,000 in Community Preservation Historic Preservation Funds to the Historical Society of Santuit and Cotuit, Inc. (HSSC) for installation of an HVAC system in the attic of the Dottridge Homestead Museum and restoration of the buttery. The completed work included in the Community Preservation Application cost less than the original budget, resulting in \$10,000 of unspent grant funds.

At the April 27, 2026, Community Preservation Committee meeting, the 7 members present voted unanimously to support and recommend HSSC's request to use the remaining portion of the HSSC's Community Preservation Historic Preservation grant in the amount of \$10,000 for a new roof and cedar shingles for the Rothwell Icehouse located at the Dottridge Homestead.

**ANALYSIS:** The use of Community Preservation Historic Preservation funds for a new roof and cedar shingles for the Rothwell Icehouse is an eligible use of Community Preservation Act funds. The existing preservation restriction for the Dottridge Homestead includes the Rothwell Icehouse building.

**FISCAL IMPACT:** There is no impact on the General Fund Operating Budget.

**TOWN MANAGER RECOMMENDATION:** Mark S. Ells, Town Manager, recommends approval of this item.

**VOLUNTEER ASSISTANCE:** Lindsey Counsell, Chair, Community Preservation Committee

**A. OLD BUSINESS (Public Hearing) (Majority Vote)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-200  
INTRO: 05/14/2026, 05/28/2026**

**2026-200 AMENDING THE CODE OF THE TOWN OF BARNSTABLE, PART I  
GENERAL ORDINANCES, CHAPTER 86 FUNDS, ARTICLE III REVOLVING  
FUNDS TO ADD A REVOLVING FUND FOR ELECTRIC VEHICLE  
CHARGING STATIONS AND TO MODIFY THE ASSET MANAGEMENT  
FUND**

**ORDERED:** That the Code of the Town of Barnstable, Part I General Ordinances, Chapter 86 Funds, Article III, Revolving Funds, be amended as follows:

**SECTION 1**

By amending Section 86-7(B) by adding at the end the following paragraph:

“(8) Electric Vehicle Charging Station Fund operated by Town Manager Department.”

**SECTION 2**

By amending paragraph (6) of Section 86-8(A) by deleting the words: “tax foreclosed property and other Town owned-property” and inserting in place thereof the following:

“Town-owned property, and fees, expenses, charges and costs incurred by the Town and not considered “excess equity” under M.G.L. c. 60, § 1.”.

**SECTION 3**

By amending Section 86-8(A) by adding at the end the following paragraph:

“(7) Advertising and sales revenue from electric vehicle charging stations on Town property.”

**SECTION 4**

By amending Section 86-8(B)(2) by adding at the end the following:

“, and expenses related to the support and maintenance of the Town’s electric vehicle charging stations.”

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
<u>05/14/2026</u>	<u>Refer to Public Hearing 05/28/2026</u>

\_\_\_\_\_

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

# BARNSTABLE TOWN COUNCIL

ITEM# 2026-200  
INTRO: 05/14/2026, 05/28/2026

## SUMMARY

**TO:** Town Council  
**THROUGH:** Sean Hogan, Environmental Sustainability Manager; David Anthony, Director of Asset Management; Gareth Markwell, Deputy Finance Director  
**FROM:** Mark S. Ells, Town Manager  
**DATE:** May 14, 2026  
**SUBJECT:** Amending the Code of the Town of Barnstable, Part I General Ordinances, Chapter 86 Funds, Article III Revolving Funds to add a Revolving Fund for Electric Vehicle Charging Stations and to modify the Asset Management Fund

**BACKGROUND:** The purpose of this item is to establish a dedicated Electric Vehicle (EV) Charging Station Revolving Fund to support the ongoing operation, maintenance, and expansion of Town-owned EV charging infrastructure, and to modify the Asset Management Fund to reflect changes in the law.

Regarding the EV Charging Station Fund, Hyannis is underserved by public vehicle charging locations. A major effort to expand the number of charging stations in the Town was begun nearly three years ago. On December 7, 2023, the Town Council authorized the Town Manager to contract for and expend \$279,606 in Massachusetts Electric Vehicle Incentive Program (MassEVIP) grant funds to build out 70 new charging ports across Hyannis. This build-out is part of an Eversource initiative that funds the installation of make-ready heavy infrastructure to install EV Chargers. Eversource will pay for \$1,369,019 in infrastructure and installation costs on top of the MassEVIP funds, with the Town paying less than \$37,000 after reimbursements.

This effort includes several Hyannis public parking lots, the Hyannis Youth and Community Center (HYCC), as well as expanding the number of stations at the High School, the Intermediate School, and Town Hall. The first installation of eight charging ports at the HYCC is nearly complete.

The proposed changes to the Asset Management Fund reflect changes to state law following the United States Supreme Court's decision in Tyler v. Hennepin County, 598 U.S. 631 (2023). That decision addresses that former property owners of tax foreclosed property are entitled to the excess equity in the property, after accounting for the tax debt, interest, penalties and actual costs associated with the foreclosure and sale of the property. Prior to this decision, cities and towns generally retained the property or all proceeds from the foreclosure sale. Recent changes to state law respond to the Supreme Court's decision. The amendment to the Asset Management Fund follows those changes and would allow the Fund to retain the fees, expenses, charges and costs incurred by the Town in connection with the foreclosure and the sale of the property, such as legal fees, marketing, realtor and auction costs, and appraisal costs, with the excess equity not being included in the fund but instead being handled in accordance with current state law.

**ANALYSIS:** As the Town continues to invest in capital improvements that support environmental sustainability, energy efficiency, and greenhouse gas reduction, including initiatives reflected in the Capital Improvement Plan, a growing need exists for a self-sustaining financial mechanism to manage EV charging assets over time. The proposed EV Charging Station Revolving Fund would allow revenues

generated from user fees at Town-operated charging stations to be retained and reused for related expenses, rather than reverting to the General Fund at year-end.

Under M.G.L. c.44 § 53E½, revolving funds may be authorized by the Town Council to allow departments to retain and expend receipts for specific purposes, subject to an annual spending limit. Consistent with the Town's financial structure, revolving funds are recognized as separate funding mechanisms outside the traditional operating budget, similar to other receipt-reserved or special revenue accounts.

From an operational perspective, this new fund will:

- Enable efficient management of **user-fee-supported infrastructure**, similar in concept to enterprise activities where costs are recovered through fees;
- Provide flexibility to respond to **maintenance, software, and utility cost fluctuations**;
- Position the Town to leverage **grants, rebates, and partnerships** tied to EV infrastructure; and,
- Support upgrades to the **chargers dedicated to the growing municipal EV fleet**. As of this date, the town owns and operates 4 electric vehicles in our Town fleet, with future opportunities being considered where practicable to Town operations.

The creation of the revolving fund also supports the Town Manager's responsibility to maintain sound financial practices and long-term planning under the Charter's financial provisions, including capital planning and financial management standards.

Attached to this summary is a redline version of Chapter 86 of the Town Code showing the changes that would be made by this item.

**FISCAL IMPACT:** Establishing the EV Charging Station Fund aligns with municipal finance best practices by:

- Creating a **dedicated revenue stream** tied directly to the service provided;
- Reducing reliance on the tax levy for ongoing operating and maintenance costs;
- Supporting lifecycle replacement and future expansion of charging infrastructure; and,
- Providing transparency and accountability for program revenues and expenditures.

Staff projects annual operating costs for all chargers at typical and expected usage rates on an annual basis to be approximately **\$288,000**. The fees to cover this amount are set through the fee hearings process under Town Manager regulations and will cover the cost of the electricity that passes through the chargers, the software costs, and a small amount to cover replacements costs for breakage or damage. There would be no fiscal impact to the General Fund. Staff is recommending a charge of \$0.28 per KWH at the outset of this program.

**TOWN MANAGER RECOMMENDATION:** Mark S. Ells, Town Manager, recommends approval of this item.

**STAFF ASSISTANCE:** Sean Hogan, Environmental Sustainability Manager; Gareth Markwell, Deputy Finance Director; David Anthony, Director of Asset Management

## Redline Showing Proposed Changes to Section 86-7 and 86-8 of Chapter 86 of the Town Code

### § 86-7 Establishment; authorized revolving funds.

A. Establishment. The Town hereby establishes revolving funds, pursuant to Chapter 44, § 53 E 1/2 of the General Laws, within the special revenue accounts of the Town of Barnstable and for use by the designated Town departments and officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities.

B. Authorized revolving funds.

(1) Classroom Education Fund, Senior Services Division operated by the Community Services Department.

(2) Recreation Program Fund, Recreation Division operated by Community Services Department.

(3) Shellfish Propagation Fund, Natural Resources Division operated by the Marine and Environmental Affairs Department.

(4) Consumer Protection Fund operated by Licensing Department.

(5) Geographical Information Technology Fund, Information Technology Department operated by Administrative Services Department.

(6) Arts and Culture Program Fund operated by Planning and Development Department.

(7) Asset Management Fund operated by Town Manager Department.

(8) Electric Vehicle Charging Station Fund operated by Town Manager Department.

### § 86-8 Operation and procedures.

The Senior Services Division and the Recreation Division of the Community Services Department, the Licensing Department, the Information Technology Department of the Administrative Services Department, the Planning and Development Department, the Marine and Environmental Affairs Department and the Town Manager Department are hereby authorized to operate said funds in the following manner:

A. Revenues. The Finance Director shall account for all funds separately from all other monies of the Town and to which shall be credited only the departmental receipts received in connection with the programs supported by such revolving fund. Receipts credited to each of these revolving funds shall mean the following:

(1) For the Classroom Education Fund and the Recreation Program Fund: program registration fees to participate in these programs.

(2) For the Shellfish Propagation Fund: fees generated from the sale of commercial and recreational shellfish permits and the sale of shellfish-related merchandise.

(3) For Consumer Protection Fund: fees generated for services performed under the weights and measures program.

(4) For the Geographical Information Systems Fund: fees generated for the production of GIS maps and reports.

(5) For the Arts and Culture Program Fund: lease payments received from the rental of artist shanties, gifts or contributions received for the support or promotion of arts and culture programs and any revenue generated from Town-sponsored arts and culture programming.

(6) For the Asset Management Fund: proceeds from the sale of ~~tax foreclosed property and other~~ Town-owned property, and fees, expenses, charges and costs incurred by the Town and not

considered “excess equity” under M.G.L. c. 60, § 1, not specifically required to be accounted for subject to any other general law for the support and promotion of any expenditure related to the Town’s comprehensive asset management program.

**(7) Advertising and sales revenue from electric vehicle charging stations on Town property.**

**B.** Expenditures. Expenditures may be made from the revolving funds established and authorized by this article without further appropriation, subject to the following:

**(1)** Expenditures shall not be made or liabilities incurred from any of the revolving funds in excess of the balance of the fund nor in excess of the total authorized expenditures from such fund. Expenditures from such revolving funds shall be at the approval of the Town Manager or their designee.

**(2)** Expenditures from said fund shall not be made for the purpose of paying any wages or salaries for full-time employees unless the fringe benefits associated with such wages or salaries are also charged to the fund. Subject to the foregoing, the funds may be expended for payment of teachers, recreational instructors, shellfish propagation officers, weights and measures inspectors, and other expenses of programs providing classroom education to participating senior citizens, programs providing recreational activities to participating residents of the Town, shellfish seed stock and related shellfish propagation equipment and shellfish merchandise purchased for resale, weights and measures enforcement, production of GIS reports and expenses related to the promotion of arts and culture programs and expenses related to the support and promotion of the Town’s asset management program, **and expenses related to the support and maintenance of the Town’s electric vehicle charging stations.**

**(3)** The total amount spent during a fiscal year shall not exceed the amount authorized by the Town Council on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the Town Council.

**C.** Interest earned on any revolving fund balance shall be treated as general fund revenue of the Town.

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-175  
INTRO: 05/28/2026**

**2026-175 APPROPRIATION ORDER IN THE AMOUNT OF \$96,436,131 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 BARNSTABLE PUBLIC SCHOOL DEPARTMENT BUDGET**

**ORDERED:** That the sum of **\$96,436,131** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Barnstable Public School Department Budget, and to meet this appropriation that **\$92,529,462** be raised from current year revenues and **\$3,906,669** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-176  
INTRO: 05/28/2026**

**2026-176 APPROPRIATION ORDER IN THE AMOUNT OF \$13,753,721 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 AIRPORT ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$13,753,721** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Airport Enterprise Fund Budget, and to meet such appropriation that **\$13,753,721** be raised from current year revenues by the Airport Enterprise Fund, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-177  
INTRO: 05/28/2026**

**2026-177 APPROPRIATION ORDER IN THE AMOUNT OF \$12,362,909 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 DEPARTMENT OF PUBLIC WORKS GENERAL FUND BUDGET**

**ORDERED:** That the sum of **\$12,362,909** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Department of Public Works General Fund Budget, and to meet such appropriation, that **\$8,674,443** be raised from current year revenue, that **\$125,000** be provided from the Embarkation Fee Special Revenue Fund, that **\$66,340** be provided from the Bismore Special Revenue Fund, and that **\$3,497,126** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-178  
INTRO: 05/28/2026**

**2026-178 APPROPRIATION ORDER IN THE AMOUNT OF \$4,327,342 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 DEPARTMENT OF PUBLIC WORKS SOLID WASTE ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of \$4,327,342 be appropriated for the purpose of funding the Town's Fiscal Year 2027 Department of Public Works Solid Waste Enterprise Fund Budget, and to meet such appropriation that \$4,113,398 be raised from the Enterprise Fund Revenues, and that \$213,944 be provided from the Solid Waste Enterprise Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-179  
INTRO: 05/28/2026**

**2026-179 APPROPRIATION ORDER IN THE AMOUNT OF \$14,088,265 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 DEPARTMENT OF PUBLIC WORKS WATER POLLUTION CONTROL ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$14,088,265** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Department of Public Works Water Pollution Control Enterprise Fund Budget, and to meet such appropriation that **\$6,514,711** be raised from the Enterprise Fund Revenues, and that **\$6,173,554** be provided from the Sewer Construction and Private Road Maintenance and Improvement Special Revenue Fund, and that **\$1,400,000** be provided from the Capital Trust Fund, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-180  
INTRO: 05/28/2026**

**2026-180 APPROPRIATION ORDER IN THE AMOUNT OF \$10,572,365 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 DEPARTMENT OF PUBLIC WORKS WATER SUPPLY ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$10,572,365** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Department of Public Works Water Supply Enterprise Fund Budget, and to meet such appropriation that **\$9,636,115** be raised from the Enterprise Fund Revenues, that **\$900,000** be provided from the Water Stabilization Fund, and that **\$36,250** be provided from the Capital Trust Fund, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-181  
INTRO: 05/28/2026**

**2026-181 APPROPRIATION ORDER IN THE AMOUNT OF \$20,666,594 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 BARNSTABLE POLICE DEPARTMENT BUDGET**

**ORDERED:** That the sum of **\$20,666,594** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Barnstable Police Department Budget; and to meet such appropriation that **\$20,140,135** be raised from current year revenues, that **\$50,000** be provided the Embarkation Fee Special Revenue Fund, and that **\$476,459** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-182  
INTRO: 05/28/2026**

**2026-182 APPROPRIATION ORDER IN THE AMOUNT OF \$3,282,279 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 COMMUNITY SERVICES DEPARTMENT GENERAL FUND BUDGET**

**ORDERED:** That the sum of **\$3,282,279** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Community Services Department General Fund Budget; and to meet such appropriation that **\$3,207,333** be raised from current year revenues, and that **\$74,946** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_ Read Item
- \_\_\_ Motion to Open Public Hearing
- \_\_\_ Rationale
- \_\_\_ Public Hearing
- \_\_\_ Close Public Hearing
- \_\_\_ Council Discussion
- \_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-183  
INTRO: 05/28/2026**

**2026-183 APPROPRIATION ORDER IN THE AMOUNT OF \$4,186,621 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 GOLF COURSE ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$4,186,621** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Golf Course Enterprise Fund Budget; and to meet such appropriation that **\$3,980,928** be raised from Enterprise Fund Revenues, and that **\$205,693** be provided from the Golf Course Enterprise Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-184  
INTRO: 05/28/2026**

**2026-184 APPROPRIATION ORDER IN THE AMOUNT OF \$4,293,710 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 HYANNIS YOUTH AND COMMUNITY CENTER ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$4,293,710** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Hyannis Youth and Community Center Enterprise Fund Budget; and to meet such appropriation that **\$672,498** be raised from Enterprise Fund Revenues, that **\$1,761,639** be raised in the General Fund, that **\$1,516,426** be transferred from the Capital Trust Fund, and that **\$343,147** be provided from the Hyannis Youth and Community Center Enterprise Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-185  
INTRO: 05/28/2026**

**2026-185 APPROPRIATION ORDER IN THE AMOUNT OF \$1,780,959 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 MARINE & ENVIRONMENTAL AFFAIRS DEPARTMENT GENERAL FUND BUDGET**

**ORDERED:** That the sum of **\$1,780,959** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Marine & Environmental Affairs Department General Fund Budget, and to meet such appropriation, that **\$1,290,293** be raised from current year revenue, that **\$450,000** be provided from the Waterways Special Revenue Fund, and that **\$40,666** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_ Read Item
- \_\_\_ Motion to Open Public Hearing
- \_\_\_ Rationale
- \_\_\_ Public Hearing
- \_\_\_ Close Public Hearing
- \_\_\_ Council Discussion
- \_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-186  
INTRO: 05/28/2026**

**2026-186 APPROPRIATION ORDER IN THE AMOUNT OF \$810,975 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 MARINA ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$810,975** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Marina Enterprise Fund Budget; and to meet such appropriation that **\$745,575** be raised from Enterprise Fund Revenues, that **\$35,400** be provided from the Capital Trust Fund, and that **\$30,000** be raised in the General Fund as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-187  
INTRO: 05/28/2026**

**2026-187 APPROPRIATION ORDER IN THE AMOUNT OF \$1,231,392 FOR THE  
PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 SANDY NECK  
PARK ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$1,231,392** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Sandy Neck Park Enterprise Fund Budget; and to meet such appropriation that **\$1,138,388** be raised from Enterprise Fund Revenues, and that **\$93,004** be provided from the Sandy Neck Enterprise Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-188  
INTRO: 05/28/2026**

**2026-188 APPROPRIATION ORDER IN THE AMOUNT OF \$3,157,921 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 INSPECTIONAL SERVICES DEPARTMENT BUDGET**

**ORDERED:** That the sum of **\$3,157,921** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Inspectional Services Department Budget, and to meet such appropriation, that **\$3,085,814** be raised from current year revenues, and that **\$72,107** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_ Read Item
- \_\_\_ Motion to Open Public Hearing
- \_\_\_ Rationale
- \_\_\_ Public Hearing
- \_\_\_ Close Public Hearing
- \_\_\_ Council Discussion
- \_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-189  
INTRO: 05/28/2026**

**2026-189 APPROPRIATION ORDER IN THE AMOUNT OF \$2,459,418 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 PLANNING AND DEVELOPMENT DEPARTMENT BUDGET**

**ORDERED:** That the sum of **\$2,459,418** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Planning and Development Department Budget, and to meet this appropriation that **\$2,164,601** be raised from current year revenues, that **\$55,000** be provided from the Wetlands Protection Special Revenue Fund, that **\$183,660** be provided from the Bismore Park Special Revenue Fund, and **\$56,157** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-190  
INTRO: 05/28/2026**

**2026-190 APPROPRIATION ORDER IN THE AMOUNT OF \$273,810 FOR THE  
PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 TOWN COUNCIL  
BUDGET**

**ORDERED:** That the sum of **\$273,810** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Town Council Budget and to meet such appropriation, that **\$273,810** be raised from current year revenue, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-191  
INTRO: 05/28/2026**

**2026-191 APPROPRIATION ORDER IN THE AMOUNT OF \$1,454,093 FOR THE  
PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 TOWN  
MANAGER BUDGET**

**ORDERED:** That the sum of **\$1,454,093** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Town Manager Budget and to meet such appropriation, that **\$1,420,891** be raised from current year's revenues, and that **\$33,202** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-192  
INTRO: 05/28/2026**

**2026-192 APPROPRIATION ORDER IN THE AMOUNT OF \$1,114,808 FOR THE PURPOSE OF FUNDING THE TOWN’S FISCAL YEAR 2027 PUBLIC, EDUCATION & GOVERNMENT (PEG) ACCESS CHANNELS ENTERPRISE FUND BUDGET**

**ORDERED:** That the sum of **\$1,114,808** be appropriated for the purpose of funding the Town’s Fiscal Year 2027 Public, Education & Government (PEG) Access Channels Enterprise Fund Budget, and to meet such appropriation, that **\$869,871** be raised from the PEG Enterprise Fund Revenues, and that **\$244,937** be provided from the PEG Enterprise Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-193  
INTRO: 05/28/2026**

**2026-193 APPROPRIATION ORDER IN THE AMOUNT OF \$9,048,060 FOR THE  
PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027  
ADMINISTRATIVE SERVICES DEPARTMENT BUDGET**

**ORDERED:** That the sum of **\$9,048,060** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Administrative Services Department Budget, and to meet such appropriation, that **\$8,835,208** be raised from current year revenue, and that **\$212,852** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
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- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-194  
INTRO: 05/28/2026**

**2026-194 APPROPRIATION ORDER IN THE AMOUNT OF \$250,000 FOR THE  
PURPOSE OF FUNDING THE TOWN COUNCIL'S FISCAL YEAR 2027  
RESERVE FUND**

**ORDERED:** That the sum of **\$250,000** be appropriated for the purpose of funding the Town Council's Fiscal Year 2027 Reserve Fund and to meet such appropriation, that **\$250,000** be provided from the General Fund Reserves.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-195  
INTRO: 05/28/2026**

**2026-195 APPROPRIATION ORDER IN THE AMOUNT OF \$62,794,395 FOR THE PURPOSE OF FUNDING THE TOWN'S FISCAL YEAR 2027 OTHER REQUIREMENTS BUDGET**

**ORDERED:** That the sum of **\$62,794,395** be appropriated for the purpose of funding the Town's Fiscal Year 2027 Other Requirements Budget, and to meet such appropriation, that **\$59,704,997** be raised from current year revenue, that **\$170,000** be provided from the Pension Reserve Trust Fund, and that **\$2,919,398** be provided from the General Fund Reserves, as presented to the Town Council by the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-196  
INTRO: 05/28/2026**

**2026-196 APPROPRIATION ORDER FOR THE FOLLOWING AMOUNTS FOR THE  
COMMUNITY PRESERVATION FUND PROGRAM SET-ASIDES AND  
ADMINISTRATIVE EXPENSES**

**ORDERED:** That, pursuant to the provisions of General Law Chapter 44B Section 6, for the fiscal year beginning July 1, 2026, the following sums of the annual revenues of the Community Preservation Fund be set aside for further appropriation and expenditure for the following purposes: **\$532,827** for open space and recreation; **\$532,827** for historic resources; **\$532,827** for community housing; **\$3,478,784** for a budget reserve, and that the sum of **\$250,000** be appropriated from the annual revenues of the Community Preservation Fund for the administrative expenses of the Community Preservation Committee, to be expended under the direction of the Town Manager or the Community Preservation Committee with the prior approval of the Town Manager.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-197  
INTRO: 05/28/2026**

**2026-197 APPROPRIATION ORDER IN THE AMOUNT OF \$65,450 FOR THE PURPOSE OF PAYING THE FISCAL YEAR 2027 COMMUNITY PRESERVATION FUND DEBT SERVICE REQUIREMENTS**

**ORDERED:** That the sum of **\$65,450** be appropriated for the purpose of paying the Fiscal Year 2027 Community Preservation Fund Debt Service Requirements, and to meet such appropriation, that **\$65,450** be provided from the reserves for the Historic Preservation Program within the Community Preservation Fund.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_ Read Item
- \_\_\_ Motion to Open Public Hearing
- \_\_\_ Rationale
- \_\_\_ Public Hearing
- \_\_\_ Close Public Hearing
- \_\_\_ Council Discussion
- \_\_\_ Vote

**B. NEW BUSINESS (Refer to Second Reading 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-198  
INTRO: 05/28/2026**

**2026-198 FISCAL YEAR 2026 SPENDING LIMITATIONS REVOLVING FUNDS**

**RESOLVED:** That the Town Council hereby authorizes the following spending limitations for Fiscal Year 2027 Revolving Funds:

- Senior Services Classroom Education Fund - **\$100,000**
- Recreation Program Fund - **\$325,000**
- Shellfish Propagation Fund - **\$200,000**
- Consumer Protection Fund - **\$600,000**
- Geographical Information Technology Fund - **\$10,000**
- Arts and Culture Program Fund - **\$50,000**
- Asset Management Fund - **\$500,000**
- Electric Vehicle Charging Station Fund - **\$300,000**

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**B. NEW BUSINESS (Refer to Public Hearing 06/11/2026)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-201  
INTRO: 05/28/2026**

**2026-201 ORDER AMENDING ARTICLE II, SEWER ASSESSMENTS, CHAPTER 184  
SEWERS AND WATER OF THE GENERAL ORDINANCES**

**ORDERED:** That Article II, Sewer Assessments, Chapter 184 Sewers and Water, of the General Ordinances of the Code of the Town of Barnstable shall be amended by deleting the last two sentences of § 184-9.5(A) and inserting the following new sentences in their place:

“Commencing July 1, 2027, and annually thereafter, the initial maximum amount shall be adjusted as of July 1 of each year by the percentage change in the Engineering News-Record (ENR) Construction Cost Index for Boston for the immediately preceding year ending June 30, as determined by the Town Manager. The Town Manager shall post the adjusted maximum amount on the Town website each year on or before August 1.”

**SPONSOR:** Thomas Keane, Town Councilor, Precinct 2

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Motion to Open Public Hearing
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Close Public Hearing
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

# BARNSTABLE TOWN COUNCIL

ITEM# 2026-201  
INTRO: 05/28/2026

**TO:** Town Council  
**FROM:** Councilor Thomas Keane, Precinct 2  
**SUBJECT:** Order Amending Article II, Sewer Assessments, Chapter 184 Sewers and Water of the General Ordinances  
**DATE:** May 28, 2026

**BACKGROUND:** This item would implement a recommendation of the Town's Comprehensive Financial Advisory Committee by amending the sewer assessment ordinance to make two changes to how the maximum sewer assessment amount, which is currently \$10,000, would be adjusted. First, it would change what is currently a discretionary annual adjustment of that amount by the Town Manager, subject to Town Council approval, to a mandatory annual adjustment, as determined by the Town Manager. Second, it would change how the annual adjustment would be calculated. As currently written, the adjustment would be based on the percentage change in the construction cost index as calculated by the Gordian Company for the immediately preceding year ending June 30. As proposed, the annual adjustment would be based on the percentage change in the Engineering News-Record (ENR) Construction Cost Index for Boston for the immediately preceding year ending June 30.

**RATIONALE:** Sewer infrastructure construction costs are heavily influenced by inflationary pressures in labor, materials, fuel, equipment, and regulatory compliance. Under the current discretionary framework, adjustments to the maximum sewer assessment may be delayed or omitted due to administrative or political considerations, causing assessment revenues to lag behind actual project costs. Over time, this will further increase the structural funding gap that currently exists in financing the Comprehensive Wastewater Management Plan (CWMP).

A mandatory annual adjustment mechanism based on an established construction cost index ensures that assessment limits keep pace with real-world construction expenses in an objective and transparent manner. By linking adjustments to an independent index, it removes uncertainty and avoids the need for repeated legislative or administrative action to address inflationary increases.

In addition, indexing the maximum assessment promotes fairness among property owners who are being added to the public sewer system. Without regular indexed adjustments, deferred increases may eventually require larger, sudden increases to recover accumulated cost escalation.

Finally, use of a construction cost index provides an administratively efficient and defensible standard. Because the adjustment is based on publicly available economic data rather than discretionary judgment, the process is more transparent, consistent, and less susceptible to arbitrary decision-making.

Accordingly, replacing the current discretionary annual adjustment with a mandatory index-based adjustment mechanism is a prudent and sustainable policy that better aligns sewer assessments with actual infrastructure costs while promoting financial stability, transparency, and equitable cost allocation.

**FISCAL IMPACT:** The current maximum sewer assessment of \$10,000 per dwelling unit provides a small percentage of the overall funding resources for the CWMP. The sewer expansion projects authorized to date, including Strawberry Hill Rd., Rt. 28 East and West, Centerville Village North and South, Phinney's Lane Neighborhoods and Long Pond Area, are projected to generate \$19.6 million in sewer assessment revenue based on the current maximum assessment. Project construction and financing costs are projected to total \$185 million requiring a subsidy of approximately \$165 million, or

90% of the cost, excluding project management. A 5% increase in the current assessment would generate approximately \$760,000 more in assessment revenue for the projects approved to date.

**TOWN MANAGER RECOMMENDATION:** Mark S. Ells, Town Manager, recommends approval of this item.

**STAFF SUPPORT:** Karen L. Nober, Town Attorney; Mark Milne, Director of Finance

**B. NEW BUSINESS (Refer to Planning Board)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-202  
INTRO: 05/28/2026**

**2026-202 ORDER ALTERING THE PUBLIC ROADWAY LAYOUT FOR SOUTH STREET AND OLD COLONY ROAD IN HYANNIS, AND AUTHORIZING THE ACQUISITION OR TAKING OF EASEMENTS BY EMINENT DOMAIN IN CONNECTION WITH SUCH PURPOSES**

**ORDERED:** That the Town Council does hereby declare that public necessity and convenience require that the existing 1967 roadway layout of South Street and the 1970 roadway layout of Old Colony Road in Hyannis be altered to allow for the Town’s reconstruction of the roadway intersection at South Street, Old Colony Road and Ocean Street. The roadway layout alterations hereby laid out, made and accepted by this order are shown on a plan of land captioned “Roadway Layout Alteration Plan – South Street and Old Colony Road – Hyannis Village – Barnstable, Massachusetts”, dated May 21, 2026, prepared by Town of Barnstable – Department of Public Works, and attached hereto as Exhibit A (the “Alteration Plan”). The roadway layout for South Street is hereby altered and accepted to add into the public way the area shown as Parcel A on the Alteration Plan and containing approximately 5,984± square feet. The roadway layout for Old Colony Road is hereby altered and accepted to add into the public way the area shown as Parcel B on the Alteration Plan and containing approximately 921± square feet.

The Town Council hereby authorizes the Town Manager, on behalf of the Town, for no monetary consideration, to purchase or take by eminent domain pursuant to Chapter 79 of the General Laws a perpetual, exclusive easement for public way purposes, including for all purposes for which such an easement is commonly used in the Town of Barnstable, under, over and upon a parcel of land shown as “Parcel B” on a plan captioned “Easement Exhibit Plan” “500 Old Colony Road - Hyannis Village – Barnstable, MA”, prepared by the Town of Barnstable, Department of Public Works, dated October 16, 2025, and attached hereto as Exhibit B. The Town Manager is also authorized, for no monetary consideration, to purchase or take by eminent domain pursuant to Chapter 79 of the General Laws a perpetual easement for public utility purposes over and upon the area shown on the Easement Exhibit Plan as “15.00’ Wide Utility Easement 794± S.F.” The easements authorized herein are on land supposed to be owned by the Barnstable Housing Authority. Said perpetual easement for public utility purposes shall include the right for the Town to grant an easement to NSTAR Electric Company, doing business as Eversource Energy, to construct, operate and maintain an overhead electric wire for service to its customers.

Following the Town’s purchase or taking of the above-referenced easements, the Town Manager, on behalf of the Town, is authorized to grant an easement, for \$1.00 or no monetary consideration, to NSTAR Electric Company, doing business as Eversource Energy, to construct, operate and maintain an overhead electric line in the above-referenced perpetual public utility easement. The Town Manager is hereby further authorized, on behalf of the Town, to make any minor corrections to and finalize the Alteration Plan and the Easement Exhibit Plan, and to negotiate, accept, sign, deliver and record any instruments or plans as necessary to effectuate this Order.

**SPONSOR:** Mark S. Ells, Town Manager

DATE

ACTION TAKEN

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\_\_\_\_\_

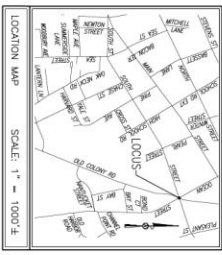
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- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

**Exhibit A**

**Alteration Plan**

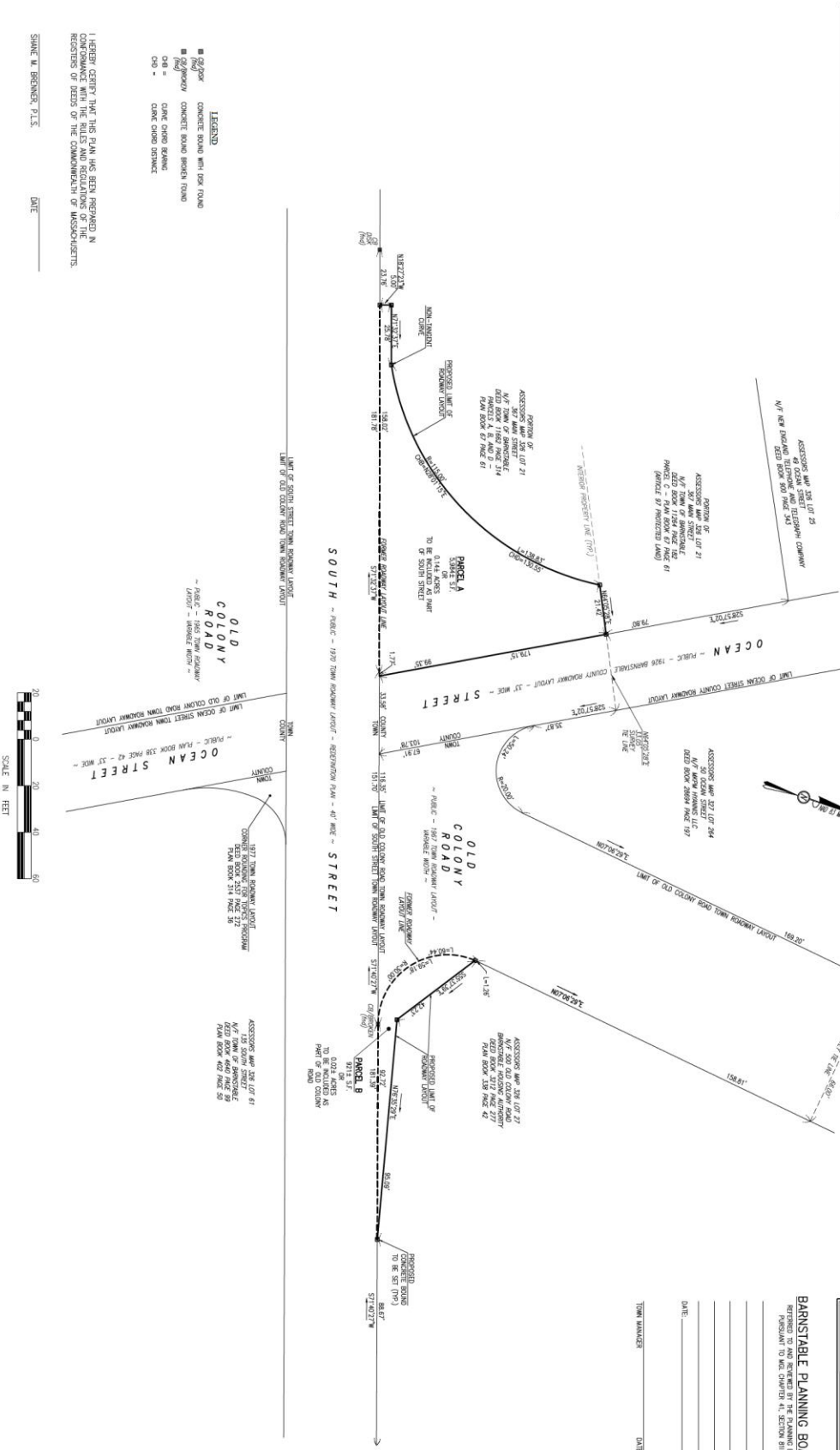


**RECORD OWNERS**  
 500 OLD COLONY ROAD  
 BARNSTABLE HOUSING AUTHORITY  
 BARNSTABLE, MA 02603  
 DEED BOOK 221 PAGE 277  
 PORTION OF ASSASSIN MAP 238 LOT 21  
 307 MAIN STREET  
 TOWN OF BARNSTABLE  
 BARNSTABLE, MA 02603  
 DEED BOOK 8 PAGE 67 PAGE 61

**PLANNERS**  
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 PLAN BOOK 67 PAGE 61  
 PLAN BOOK 119 PAGE 64  
 PLAN BOOK 209 PAGE 58  
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**NOTES**  
 1. EXISTING BARNSTABLE TOWN MAPS AND RECORDS SHALL BE REFERRED TO FOR THE LOCATION OF ALL EXISTING UTILITIES AND RECORDS.  
 2. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF THE PROPOSED ROADWAY LAYOUT AND TO INCLUDE THE LOCATION OF ALL EXISTING UTILITIES AND RECORDS.  
 3. THE PROPOSED ROADWAY LAYOUT SHALL BE CONSIDERED AS A PUBLIC ROADWAY LAYOUT AND SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASSACHUSETTS HIGHWAY DEPARTMENT AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION.  
 4. THE PROPOSED ROADWAY LAYOUT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS.  
 5. THE PROPOSED ROADWAY LAYOUT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS.  
 6. THE PROPOSED ROADWAY LAYOUT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS.  
 7. THE PROPOSED ROADWAY LAYOUT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS.  
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 10. THE PROPOSED ROADWAY LAYOUT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS.

**LEGEND**  
 ■ CONCRETE ROAD WITH DIRT ROAD  
 ■ CONCRETE ROAD BRUSH  
 ■ DARK CHALK BRUSH  
 ■ LIGHT CHALK BRUSH  
 ■ LIGHT CHALK BRUSH



1. THESE NOTES HAVE BEEN REVISIONED IN CONFORMANCE WITH THE REVISIONS OF THE REGISTERED DESIGN PROFESSIONAL ENGINEER'S REGISTER OF DESIGN PROFESSIONALS OF MASSACHUSETTS.

SHAWN W. BRONNER, P.E.  
 DATE \_\_\_\_\_

**BARNSTABLE PLANNING BOARD**  
 REFERRED TO AND REVIEWED BY THE PLANNING BOARD  
 RESOLUTION TO THE CHAIRMAN, SECTION 51  
 DATE \_\_\_\_\_  
 TOWN MANAGER \_\_\_\_\_  
 DATE \_\_\_\_\_

**ROADWAY LAYOUT ALTERATION PLAN**  
**SOUTH STREET AND OLD COLONY ROAD**  
**HYANNIS VILLAGE**  
**BARNSTABLE, MASSACHUSETTS**

**TOWN OF BARNSTABLE**  
 Department of Public Works  
 Administration & Technical Support  
 382 Falmouth Road, Hyannis, MA 02601  
 Phone: (508) 790-6400  
<https://townofbarnstable.us>



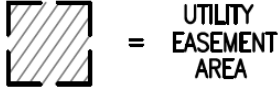
**Exhibit B**

**Easement Exhibit Plan**

# EASEMENT EXHIBIT PLAN

**RECORD OWNER:**  
 ASSESSORS MAP 326 LOT 27  
 500 OLD COLONY ROAD

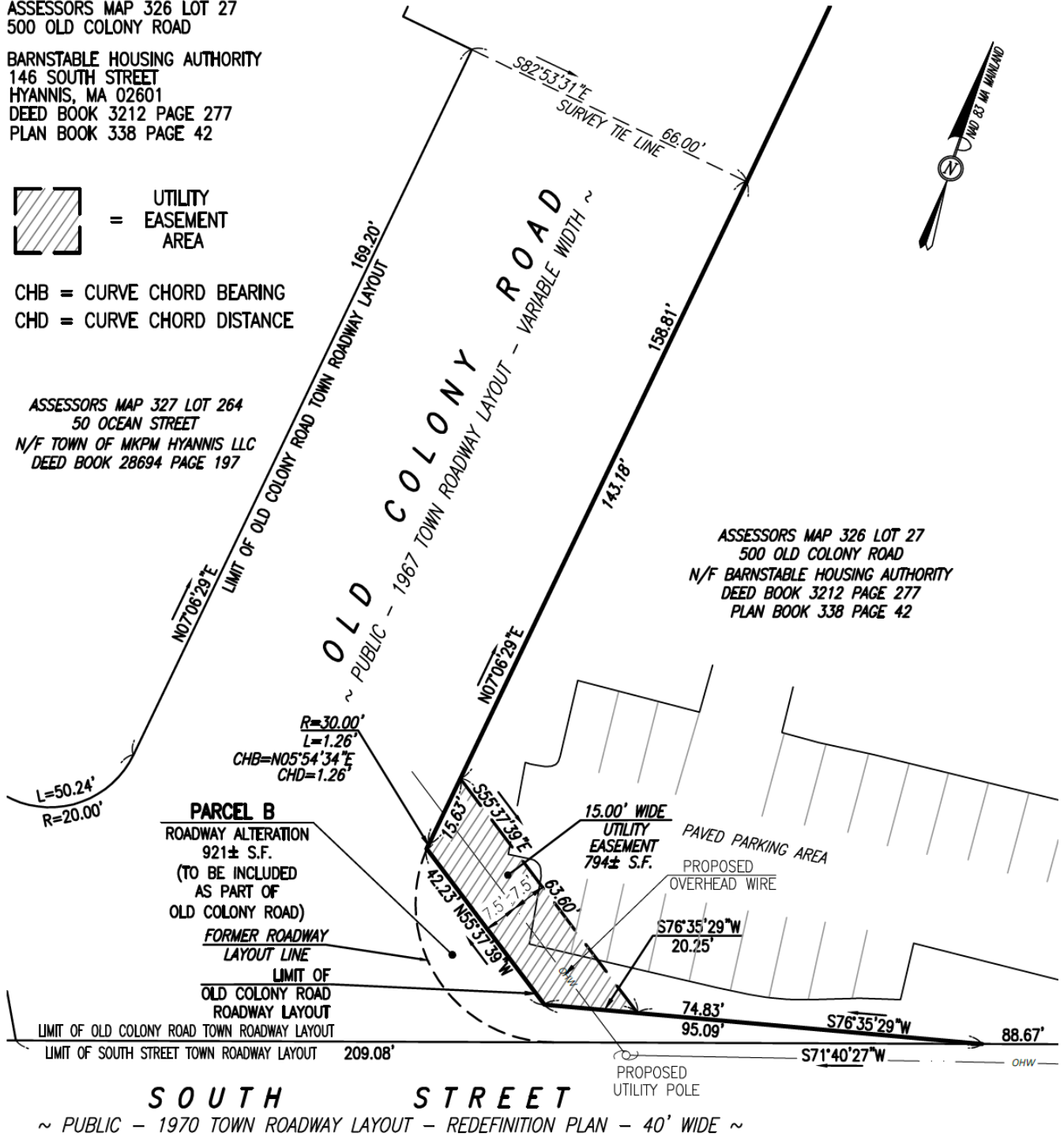
BARNSTABLE HOUSING AUTHORITY  
 146 SOUTH STREET  
 HYANNIS, MA 02601  
 DEED BOOK 3212 PAGE 277  
 PLAN BOOK 338 PAGE 42



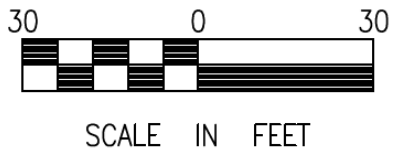
CHB = CURVE CHORD BEARING  
 CHD = CURVE CHORD DISTANCE

ASSESSORS MAP 327 LOT 264  
 50 OCEAN STREET  
 N/F TOWN OF MKPM HYANNIS LLC  
 DEED BOOK 28694 PAGE 197

ASSESSORS MAP 326 LOT 27  
 500 OLD COLONY ROAD  
 N/F BARNSTABLE HOUSING AUTHORITY  
 DEED BOOK 3212 PAGE 277  
 PLAN BOOK 338 PAGE 42



## 500 OLD COLONY ROAD - HYANNIS VILLAGE - BARNSTABLE, MA



SCALE: 1" = 30' **DRAFT**  
 DATE: OCTOBER 16, 2025  
 JOB No: 25-001

TOWN OF BARNSTABLE  
 Department of Public Works  
 Administration & Technical Support  
 382 Falmouth Road, Hyannis, MA 02601  
 Phone: (508) 790-6400  
<https://townofbarnstable.us>



# BARNSTABLE TOWN COUNCIL

**ITEM# 2026-202**  
**INTRO: 05/28/2026**

## SUMMARY

**TO:** Town Council  
**FROM:** Mark S. Ells, Town Manager  
**THROUGH:** Thomas J. LaRosa, First Assistant Town Attorney; Griffin Beaudoin, P.E., Town Engineer; James Kupfer, Director, Planning & Development  
**DATE:** May 28, 2026  
**SUBJECT:** Order authorizing the alteration of the public roadway layout for South Street and Old Colony Avenue in Hyannis, and the acquisition or the taking by eminent domain of easements in connection with such purposes

**BACKGROUND:** The Town is preparing for the planned Great Streets project that involves the reconstruction of the intersection at South Street, Ocean Street and Old Colony Avenue. The work would include a new roundabout to address this complex intersection, with the goal of improved safety and traffic circulation, and safer public access and bicycle connections between the waterfront and the Main Street areas. In order to accomplish the work, the Town needs to alter and enlarge the limits of the existing roadway layout of South Street and Old Colony Road.

Specifically, the roadway layout for South Street would be altered to add a 5,984± square-foot area of Town-owned land held by the Town for general municipal purposes and located on the northwesterly side of the intersection of South Street and Ocean Street. This area is shown as Parcel A on the Alteration Plan attached as Exhibit A.

The roadway layout of Old Colony Road would be altered to add a 921± square foot area on the northeasterly side of the intersection of Old Colony Road and South Street. This area is presently owned by the Barnstable Housing Authority and is shown as Parcel B on the Alteration Plan. As part of implementing the altered roadway layout, the Town would need to acquire easement rights in parcel.

The vote would authorize the Town Manager, on behalf of the Town, to purchase or take by eminent domain two easements from the Barnstable Housing Authority. Planning and Development has met with the Housing Authority, and they previously voted to support the Town's plans for the two easements. The first would be a perpetual exclusive easement for public way purposes upon Parcel B, containing 921± square feet, as shown on the Alteration Plan and the Easement Exhibit Plan attached as Exhibit B, which would be held and used for all purposes for which public ways are used in the Town as part of the altered roadway layout. The second easement would be a perpetual, non-exclusive easement for public utility purposes upon the area shown as "15.00' Wide Utility Easement 794± S.F." on the Easement Exhibit Plan. This second easement would not be part of the altered roadway layout. Instead, the easement would be located outside the roadway layout and is needed to accommodate the relocation of an overhead electric line owned by Eversource. The vote would authorize the Town to purchase or take sufficient public utility easement rights and grant an easement to NSTAR Electric Company, doing business as Eversource Energy, to locate their overhead electric line.

**FISCAL IMPACT:** None

**STAFF ASSISTANCE:** Thomas J. LaRosa, First Assistant Town Attorney; Griffin Beaudoin, P.E., Town Engineer; Shane Brenner, Town Surveyor; James Kupfer, Director, Planning & Development

**B. NEW BUSINESS (May be acted upon)(Majority Vote)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-203  
INTRO: 05/28/2026**

**2026-203 ACQUISITION OF AN AFFORDABLE HOUSING RESTRICTION ON LAND  
LOCATED AT 114 GROVE STREET, 199 BARNSTABLE ROAD, 191  
BARNSTABLE ROAD, AND 187 BARNSTABLE ROAD IN HYANNIS**

**RESOLVED:** That the Town Council hereby authorizes the Town Manager, on behalf of the Town, as part of a negotiated transaction for no monetary consideration, to acquire a perpetual Affordable Housing Restriction pursuant to M.G.L. c. 184, §§ 31-32, for the creation of permanently deed restricted Affordable Housing Units in accordance with Chapter 9, Article 1, of the Town Code, from Bratt, LLC, on the land located at 114 Grove Street and 199 Barnstable Road in Hyannis, described in a Quitclaim Deed filed in the Barnstable Land Registration Office of the Land Court as Document No. 1,525,477, with Certificate of Title No. 239531; and on the land located at 199 Barnstable Road, 191 Barnstable Road, and 187 Barnstable Road in Hyannis, described in a Quitclaim Deed recorded in the Barnstable County Registry of Deeds at Book 37046, Page 293. The Town Manager is further authorized to negotiate, accept, sign, deliver, and record any documents necessary to effectuate this Resolve and complete the transaction.

**SPONSOR:** Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

# BARNSTABLE TOWN COUNCIL

**ITEM# 2026-203**  
**INTRO: 05/28/2026**

## SUMMARY

**TO:** Town Council  
**FROM:** Mark S. Ells, Town Manager  
**THROUGH:** James Kupfer, Director, Planning & Development  
**DATE:** May 1, 2026  
**SUBJECT:** Restrictive Covenants for five (5) Affordable Units at 199 Barnstable Road, Hyannis by and between Bratt, LLC and the Town of Barnstable, pursuant to Chapter 9 of the Code of the Town of Barnstable

**RATIONALE:** Bratt, LLC is to provide five (5) units to be committed as Affordable Housing in perpetuity at the property located at 199 Barnstable Road, Hyannis, MA 02601, through its rental to a qualified household with an income of not more than 65% of the area median income.

This project consists of 45 residential units and is subject to the Town of Barnstable's Inclusionary Affordable Housing Requirements, as outlined in Chapter 9 of the Code of Barnstable. In accordance with these regulations, 10% of the units (5 units) will be deed restricted as affordable at 65% of the Area Median Income (AMI) because of this Restrictive Covenant.

**FISCAL IMPACT:** There is no fiscal impact because of this Agreement.

**TOWN MANAGER RECOMMENDATION:** Mark S. Ells, Town Manager, recommends approval of this item.

**STAFF ASSISTANCE:** Thomas J. LaRosa, First Assistant Town Attorney; Jan M. Kendrick, Assistant Town Attorney; James S. Kupfer, Director of Planning and Development; Corey Pacheco, Senior Planner, Planning and Development.

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT<sup>1</sup>  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of April, 2026 by and among the **Commonwealth of Massachusetts**, acting by and through the **Executive Office of Housing and Livable Communities** ("EOHLC") pursuant to G.L. c.23B, § 1, as amended, the **Town of Barnstable**, acting by and through its Town Manager ("the Municipality"), and **Bratt, LLC**, a Massachusetts limited liability company, having an address at 49 Center Street, Hyannis, MA 02601, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory, updated December 2014* that have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as Barnstable Flats, Hyannis, MA, 02601, which is a 1.21±-acre site on Barnstable Road in Hyannis in the Town of Barnstable, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project" or "Premises");

WHEREAS, such Project is to consist of a total number of 45 rental dwellings (the "Units") and 5 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in Section two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOHLC to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program;

WHEREAS, the Barnstable Town Council authorized the Town Manager to accept this Regulatory Agreement, as it contains a grant from the Developer to the Town of an affordable housing restriction under G.L. c. 184, §§ 31-32, pursuant to Item No. \_\_\_\_\_, approved on \_\_\_\_\_, 2025; and,

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

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<sup>1</sup> This is not a Regulatory Agreement within the meaning of Chapter 168 of the Code of the Town of Barnstable, and instead Regulatory Agreement refers to the form of agreement used by EOHLC.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, EOHLC, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines) and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

Five of the Low and Moderate Income Units shall be 1-bedroom units, with all 5 of the units at 65% Area Median Income (AMI).

All Low and Moderate Income Units to be occupied by families must contain one or more bedrooms.

Low and Moderate Income Units must have the following minimum areas:

One (1) bedroom units-525 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

## 2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed sixty five percent (65%) for all five (5) units adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals sixty-five percent (65%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and EOHLC a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and EOHLC for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and EOHLC's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and EOHLC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement. If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to EOHLC.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to EOHLC as provided in section 2(g), below.

(f)The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g)Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to EOHLC that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and (c) above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3.Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low and Moderate Income Units will be deemed Low and Moderate Income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c) above.

4.Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer

agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, EOHLC determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

5.Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6.Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7.Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8.Representations. The Developer hereby represents, covenants and warrants as follows:

(a)The Developer (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b)The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c)The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project

the terms of which are approved by EOHLC, or other permitted encumbrances, including mortgages referred to in Section 17 below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions. Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities; and
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Developer within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance,

assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation; or (iv) with respect to a trust, any interests as a beneficiary or trustee of such trust to receive income, losses, or a return on equity contributions made to such trust.

Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

#### 10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

EOHLC:Executive Office of Housing and Livable Communities  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality:Town of Barnstable  
Attn: Town Manager and Trustee  
367 Main St.  
Hyannis, MA 02601

Developer:Bratt, LLC  
Attention: Timothy Telman  
190 Lothrop Lane  
West Barnstable, MA 02668

13.Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be a perpetual affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, and 32, conveyed by the Developer to EOHLC and the Municipality, upon and over the Premises, imposed for the benefit of and enforceable by EOHLC and the Municipality, acting by and through its Town Manager. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and inure to the benefit of EOHLC and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14.Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15.Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

## 16. Default.

(a) The Developer and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, EOHLC shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may either terminate its participation in the Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. Failure to enforce any provision or condition set forth in this Agreement, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

(b) If EOHLC elects to terminate its participation in the Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. EOHLC's termination of its participation in the Agreement, and the resulting removal of the Units from the Subsidized Housing Inventory and the Units no longer being deemed low and moderate income housing for the purposes of the Act, shall not affect the validity of the Agreement between the Developer and the Municipality, the Agreement's perpetual term and enforceability under G.L. c. 184, § 32, and the Developer's obligation to maintain the Units as Low and Moderate Income Units in accordance with the terms of the Agreement. Further, except that the Units may no longer be listed on the Subsidized Housing Inventory, the Municipality shall have the same rights under the Agreement as held by EOHLC immediately prior to EOHLC's termination of its participation in the Agreement, including without limitation the right to enforce the Agreement under Section 16(a).

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that EOHLC or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse EOHLC for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

**For Developer's Title See: Document No. 1,525,477 and Certificate of Title No. 239531 (Lots 8, 9 and 10 on Land Court Plan 10504-C; Lot A on Land Court Plan 10504-D; and Lot 43 on Land Court Plan 10504-H) on file with the Barnstable Land Registration Office of the Land Court and the deed recorded in the Barnstable County Registry of Deeds in Book 37046, Page 293.**

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Executed as a sealed instrument as of the date first above written.

DEVELOPER

Bratt, LLC,

By: \_\_\_\_\_  
Its Manager, Timothy T. Telman

By: \_\_\_\_\_  
Its Manager, Bradley K. Sprinkle

EXECUTIVE OFFICE OF HOUSING AND LIVABLE  
COMMUNITIES

By: \_\_\_\_\_

MUNICIPALITY

Town of Barnstable,

By: \_\_\_\_\_  
Its Town Manager, Mark S. Ells

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable \_\_\_\_\_, ss. April \_\_\_\_\_, 2026

On this \_\_\_\_\_ day of April, 2026, before me, the undersigned notary public, personally appeared Timothy T. Telman and Bradley K. Sprinkle, Managers as aforesaid, proved to me through satisfactory evidence of identification, which were a Massachusetts driver's license to be the persons whose names are signed on the preceding document, as Managers of BRATT, LLC., and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. April \_\_\_\_, 2026

On this \_\_\_\_\_ day of April, 2026, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. April \_\_\_\_, 2026

On this \_\_\_\_\_ day of April \_\_\_\_, 2026 before me, the undersigned notary public, personally appeared Mark S. Ells, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Town Manager of the Town of Barnstable.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE  
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated June , 2025 given by BRATT, LLC to Fall River Five Cents Savings Bank, recorded with the \_Barnstable County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ and noted on Certificate of Title No. \_\_\_\_\_ (“Mortgage”).

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

Fall River Five Cents Savings Bank

By: \_\_\_\_\_  
Its: Senior Vice President, Charles A. DeSimone, III

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss. June \_\_\_\_\_, 2025

On this \_\_\_\_\_ day of April \_\_\_\_, 2026, before me, the undersigned notary public, personally appeared Charles A. DeSimone, III, Senior Vice President, proved to me through satisfactory evidence of identification, which were a Driver’s license, to be the person whose name is signed on the preceding document, as Senior Vice President of Fall River Five Cents Savings Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

**EXHIBIT A**

Re: Barnstable Flats  
114 Grove Street,  
181, 197 and 199 Barnstable Road  
Barnstable (Hyannis), MA 02601

Bratt, LLC  
(Developer)

Property Description

**Registered Land (See Certificate of Title No, 239531):**

**114 Grove Street, Hyannis, MA:**

Being **LOT A** on Land Court Plan 10504-D; and  
Being **LOT 43** on Land Court Plan 10504-H

**199 Barnstable Road, Hyannis, MA:**

Being **LOTS 8, 9 and 10** on Land Court Plan 10504-C

**Unregistered Land (See Deed recorded in Book 37046, Page 293):**

**199 Barnstable Road, Hyannis, MA**

**Parcel 1**

Beginning at the Southeasterly corner of the granted premises at a stone bound at Barnstable Road and land now or formerly of Hannah Chase;

Thence Westerly by land now or formerly of Chase about 145 feet to land now or formerly of Albert C. or Osborne L. Hallett;

Thence Northerly by land now or formerly of said Hallett about 114 feet to land now or formerly of Oliver M. Hinckley;

Thence Easterly by the latter and about 83 feet to Barnstable Road; and

Thence Southerly by said Barnstable Road about 75 feet to the point of beginning.

Excepting therefrom so much of the land conveyed to David L. Ennis by Deed recorded in said Registry in Book 994, Page 559 which parcel is shown on a Plan recorded in Plan Book 139, Page 37.

**Parcel 2**

Beginning at the Southeasterly corner of the granted premises at Barnstable Road and land now or formerly of Charles H. Hickley, Jr.;

Thence Westerly by land of said Hinckley about 83 feet to land now or formerly of Albert C. Hallett;

Thence Northeasterly by land of said Hallett about 168 feet to said Barnstable Road; and

Thence Southerly by said Barnstable Road about 121 feet to the point of beginning.

**191 Barnstable Road, Hyannis, MA and 187 Barnstable Road, Hyannis, MA:**

**Parcel No. 1 (191 Barnstable Road):**

The land together with the buildings thereon situated in Barnstable (Hyannis), Barnstable County, Massachusetts, bounded and described as follows:

EASTERLY by Barnstable Road, 84 feet;

NORTHERLY by land now or formerly of Hannah Chase, 118 feet, more or less;

WESTERLY by land now or formerly of Charles H. Hinckley, Jr., 59 feet, more or less;

and

SOUTHERLY by a private roadway, 112 feet, more or less.

The corners of the above-described premises are marked by stakes with the exception that the southeast corner of the same is marked by an iron pipe.

**Parcel No. 2 (187 Barnstable Road):**

A certain parcel of land, together with any buildings thereon, located on Barnstable Road, Barnstable (Hyannis), Barnstable County, Massachusetts, more particularly bounded and described as follows:

EASTERLY by Barnstable Road, 15 feet, more or less;

SOUTHERLY by land now or formerly of Freeman, 118.76 feet;

SOUTHERLY by land now or formerly of Knoblauch, 84.83 feet;

WESTERLY by land now or formerly of Hallett, 106 feet;

NORTHERLY by land now or formerly of Freeman, 28 feet;

EASTERLY by land now or formerly of Ennis, by three lines measuring 37.81 feet, 17.10 feet and 16 feet, more or less; and

NORTHERLY by land of said Ennis, 95.22 feet.

The above-described premises is conveyed together with the benefit of a Grant of Easement and Right of Way appurtenant to said premises for all purposes for which streets and ways may now or hereafter customarily be used in the Town of Barnstable from Annaliese Knoblauch to Bruce T. Sprinkle, dated March 12, 2006, filed with the Barnstable Land Court Registry as Document No. 1,031,027, and as recorded with the Barnstable County Registry of Deeds in Book 20911, Page 310.

Property Addresses: 114 Grove Street, Hyannis, MA and 187, 191 and 199 Barnstable Road, Hyannis, MA

## EXHIBIT B

Re:Barnstable Flats  
199 Barnstable Road  
Hyannis, MA 02601

Bratt, LLC  
(Developer)

### Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowance</u>
One bedroom units 65% affordable (5)	\$1,443.00	n/a

HUD Rents 2025 – 65% AMI \$1,667/mo  
Utility allowance \$224/mo...Net Rent \$1,443/mo

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NOT AN OFFICIAL COPY

QUITCLAIM DEED

PROPERTY ADDRESS: 114 GROVE STREET, HYANNIS, MA 02601 and 187, 191 and 199 BARNSTABLE ROAD, HYANNIS MA 02601

BRADLEY K. SPRINKLE, TRUSTEE of SHI REALTY TRUST u/d/t dated January 18, 2024, a Certificate of Trust for which is recorded as Document No. 1,495,007, of 190 Lothrop's Lane, West Barnstable, MA 02668,

For consideration paid of less than ONE HUNDRED and No/100 DOLLARS (\$100.00).

Grant to BRATT, LLC, a Massachusetts limited liability company, with a mailing address of 49 Center Street, Unit 1A, Hyannis, MA 02601,

With QUITCLAIM COVENANTS,

The land, together with the buildings thereon, situated in Barnstable (Hyannis), Barnstable County, Massachusetts, more particularly bounded and described as follows:

Registered Land:

114 Grove Street, Hyannis, MA:

Being LOT A on Land Court Plan 10504-D; and

Being LOT 43 on Land Court Plan 10504-H

199 Barnstable Road, Hyannis, MA:

Being LOTS 8, 9 and 10 on Land Court Plan 10504-C

For title, see Certificate of Title No. 234936

Unregistered Land (199 Barnstable Road):

Parcel 1

Beginning at the Southeastern corner of the granted premises at a stone bound at Barnstable Road and land now or formerly of Hannah Chase;

Thence Westerly by land now or formerly of Chase about 145 feet to land now or formerly of Albert C. or Osborne L. Hallett;

Thence Northerly by land now or formerly of said Hallett about 114 feet to land now or formerly of Oliver M. Hinckley;

Thence Easterly by the latter and about 83 feet to Barnstable Road; and

Thence Southerly by said Barnstable Road about 75 feet to the point of beginning.

Excepting therefrom so much of the land conveyed to David L. Ennis by Deed recorded in said Registry in Book 994, Page 559 which parcel is shown on a Plan recorded in Plan Book 139, Page 37.

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WESTERLY by land now or formerly of Charles H. Hinckley, Jr., 59 feet, more or less; and

SOUTHERLY by a private roadway, 112 feet, more or less.

The corners of the above-described premises are marked by stakes with the exception that the southeast corner of the same is marked by an iron pipe.

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SOUTHERLY by a private roadway, 112 feet, more or less.

The corners of the above-described premises are marked by stakes with the exception that the southeast corner of the same is marked by an iron pipe.

**B. NEW BUSINESS (May be acted upon) (Majority Vote)**

**BARNSTABLE TOWN COUNCIL**

**ITEM# 2026-204  
INTRO: 05/28/2026**

**2026-204 RESOLVE TO APPROVE THE RESUBMISSION OF SUBSTANTIALLY THE SAME SUBJECT AS TOWN COUNCIL ITEM 2026-139 WITHIN SIX MONTHS OF THE DATE OF REJECTION OF SAID ITEM**

**RESOLVED:**That, in accordance with Town Council Rule 9, Rejected Measures, the Town Council does hereby approve the resubmission of a motion embodying substantially the same subject as Town Council Item No. 2026-139, which required a two-thirds vote of the full Council to pass and was rejected by the Town Council at its meeting of April 16, 2026 by a vote of 8 yes and 3 no, at a future Town Council meeting occurring within 6 months of the date on which Item 2026-139 was rejected.

**SPONSOR:**Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- \_\_\_\_\_ Read Item
- \_\_\_\_\_ Rationale
- \_\_\_\_\_ Council Discussion
- \_\_\_\_\_ Vote

# BARNSTABLE TOWN COUNCIL

**ITEM# 2026-204**  
**INTRO: 05/28/2026**

## SUMMARY

**TO:** Town Council  
**FROM:** Mark S. Ells, Town Manager  
**THROUGH:** Michael Nelson, Airport Manager  
**SUBJECT:** Resolve to approve the resubmission of substantially the same subject as Town Council Item 2026-139 within six months of the date of rejection of said item  
**DATE:** May 28, 2026

**RATIONALE:** At the Town Council meeting on April 16, 2026, the Town Council rejected Item No. 2026-139, which was an appropriation and loan order in the amount of \$65,000 for the purpose of funding the permitting for Taxiway D and Runway 15-33 Extension Project, requiring a two-thirds vote of the full Council to pass. That item received a vote of 8 yes and 3 no, and therefore did not pass. The Airport seeks to bring back to the Council a re-worked version of that item, which would be an appropriation request for \$65,000 using Airport reserves as the funding source. Such an item would require the affirmative vote of seven Councilors to pass.

Under the Town Council Rules, Rule 9 – Rejected Measures provides that:

When any measure has been finally rejected by the Council, no motion embodying substantially the same subject shall be presented to the Council within six months of its previous writing for its resubmission, unless resubmission is approved by a majority of the Council present and voting, or as otherwise provided by the Charter.

Accordingly, this item requests Town Council approval for the resubmission of an item embodying substantially the same subject as rejected Item 2026-139 within six months of the date on which said item was rejected by the Council.

**FISCAL IMPACT:** None

**TOWN MANAGER RECOMMENDATION:** Mark S. Ells, Town Manager, recommends approval of this item.

**STAFF SUPPORT:** Michael Nelson, Airport Manager; Karen L. Nober, Town Attorney; Mark Milne, Director of Finance