



Town of Barnstable
Town Council
James H. Crocker Jr. Hearing Room
367 Main Street, 2nd floor,
Hyannis, MA 02601
Office 508.862.4738 • Fax 508.862.4770
E-mail : council@barnstable.gov

Original posted
08/14/2026@10:16am
Updated on
08/18/2026@8:30am
to add Item 2027-025.
Updated on
08/20/2026 to remove
the Workshop on
Retiree Healthcare

TOWN COUNCIL MEETING
August 20, 2026
6:00pm

Councilors:

Craig Tamash
President
Precinct 4

Kris Clark
Vice President
Precinct 11

VACANT
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

VACANT
Precinct 13

The August 20, 2026 Meeting of the Barnstable Town Council shall be conducted in person at 367 Main Street 2nd 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. Please note that this in-person meeting will not be suspended or terminated if technological problems interrupt the remote connection or the live broadcast or live stream. If you have a particular interest in a topic to be discussed, please consider attending the meeting in person.

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
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/88037816566> Meeting ID: 880 3781 6566
US Toll-free 888 475 4499

PUBLIC SESSION

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF SILENCE

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: July 16, 2026**

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

- **The Riverview School Update Presentation - 35 Scudder, Hyannis**

9. ORDERS OF THE DAY

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

10. ADJOURNMENT

NEXT REGULAR MEETING: September 03, 2026

Administrator:
Cynthia A. Lovell
Cynthia.lovell@barnstable.gov

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the American with Disabilities Act or state law, please contact Tammy Cunningham, Deputy Director of Human Resources, at (508) 862-4692, or at Tammy.Cunningham@barnstable.gov

ITEM NO.	INDEX TITLE	PAGE
CONSENT AGENDA: Proposed Vote: To refer Items 2027-018 through 2027-021 to a Second Reading to be held on each item at the Town Council meeting on September 03, 2026		
A.	OLD BUSINESS	
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2027-024	Authorization to contract for and expend a Federal Fiscal Year 2025 Edward J. Byrne Memorial Justice Assistance grant in the amount of \$23,886.68 from the U.S. Department of Justice, Office of Justice Programs (May be acted upon) (Majority Vote)	58-59

2027-025	Resolve delegating to the Town Council President the authority to designate a moderator to preside over and regulate the Special Town Council/Open Meeting of the Voters scheduled for September 10, 2026 (May be acted upon) (Majority Vote)	60-62
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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# 2027-001

INTRO: 07/16/2026, 08/20/2026

2027-001 APPOINTMENTS TO A BOARD/COMMITTEE/COMMISSION

RESOLVED: That the Town Council appoints the following individuals to a multiple-member Board/Committee/Commission: **Board of Assessors:** James O'Neill, as a regular member to a term expiring 06/30/2029; **District Improvement Financing Program Advisory Committee (DIF):** Jen Villa, as a business representative member outside the Business Improvement District (BID); **Open Space Committee:** Sharon Harrison, as a regular member to a term expiring 06/30/2029; **Zoning Board of Appeals:** John Carey, as an associate member to a term expiring 06/30/2027

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>07/16/2026</u>	<u>Refer to Second Reading 08/20/2026</u>

____ Read Item
____ Rationale
____ Council Discussion
____ Vote

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-011

INTRO: 07/16/2026, 08/20/2026

2027-011 ORDER AUTHORIZING THE TAKING OF ROAD EASEMENTS BY EMINENT DOMAIN FOR SEWER AND WATER PURPOSES OVER CERTAIN PRIVATE ROADS IN CENTERVILLE VILLAGE IN CONNECTION WITH THE LONG POND AREA SEWER EXPANSION PROJECT

ORDERED: That the Town Council hereby authorizes the Town Manager, on behalf of the Town, to take by eminent domain under Chapter 79 of the Massachusetts General Laws or otherwise acquire for sewer and water purposes a perpetual easement through, under, across and on all or any portion of the following described private roads for the installation, operation, maintenance, repair, relocation, and replacement of sewer and water lines and infrastructure for the same and for all purposes for which such easements are commonly used in the Town of Barnstable:

CEDAR POINT CIRCLE
EVELYN CIRCLE
FERNBROOK LANE
40' WIDE RIGHT OF WAY, OFF OLD POST ROAD
COTTAGE LANE
SCOTTSDALE ROAD
HORATIO LANE
HEADWATERS ROAD
HARVEST LANE
WILTON DRIVE
BLANTYRE AVENUE
DUNASKIN ROAD
ARGYLE AVENUE
HOLLY LANE
QUIET WAY
LONG POND CIRCLE
PARK AVENUE
ORCHARD ROAD

The above-referenced private roads and easement areas are shown on a 13-sheet plan set captioned "Long Pond Sewer Expansion Project – Private Roadway Sewer and Water Easement Taking Exhibit Plan", dated July 7, 2026, prepared by the Town of Barnstable, Department of Public Works, and attached hereto as Exhibit A.

Any trees, buildings, and other structures located within said roads are not included in this Order, and the order of taking adopted by the Town Manager will provide that the owners of the same may have a period of up to sixty (60) days after the recording of the order of taking to remove the same.

The Town Manager is authorized to negotiate, accept, adopt, sign, deliver and record any plans, documents or orders of taking, which may include, without limitation, the owner names, properties, interest holders, and awards of damages, if any, and may make minor modifications to the easement

areas and plans for the purposes necessary to effectuate this Order and to secure the necessary easements in the above referenced private roads.

Betterments will be assessed for the associated sewer improvements made by the Town of Barnstable.

SPONSOR: Mark S. Ells, Town Manager

DATE

ACTION TAKEN

07/16/2026

Refer to Second Reading 08/20/2026

____ Read Item

____ Rationale

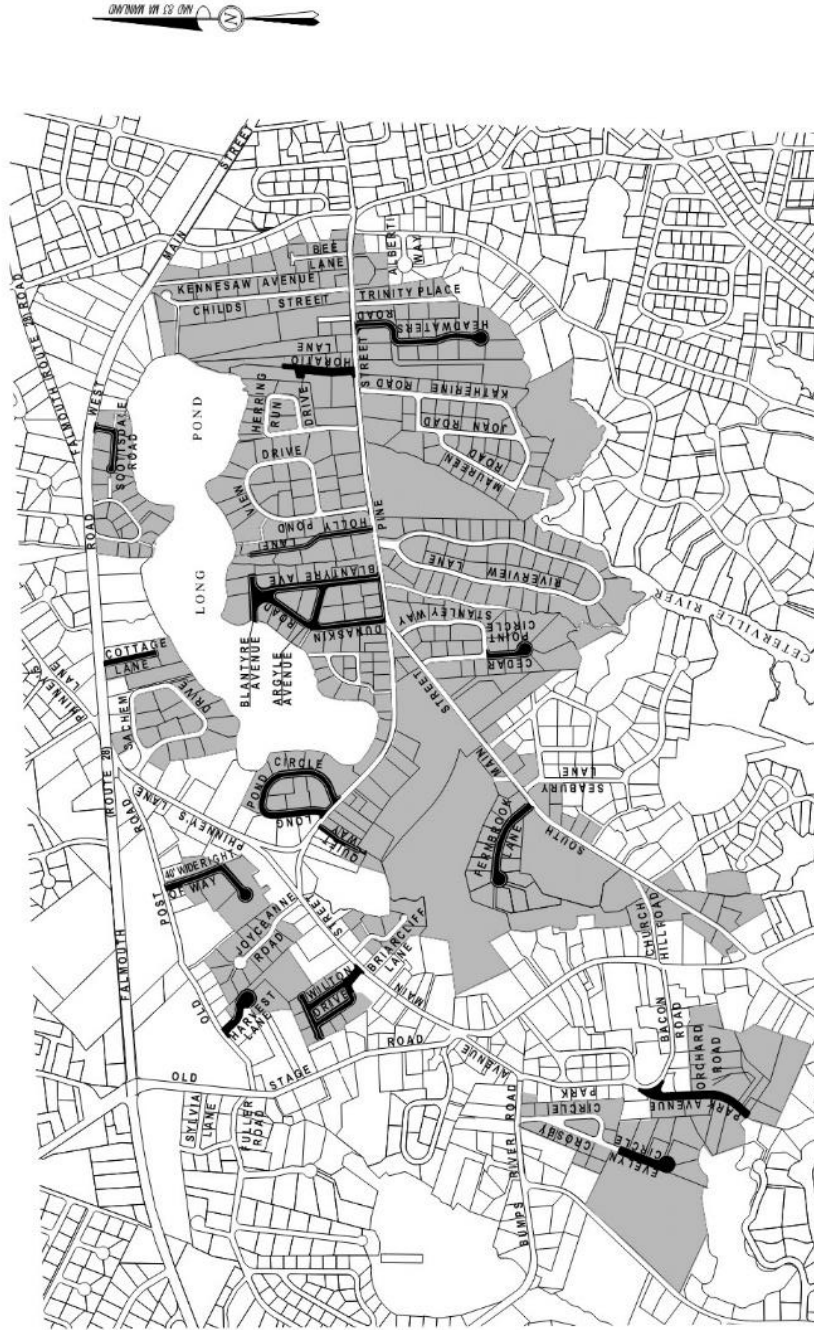
____ Council Discussion

____ Vote

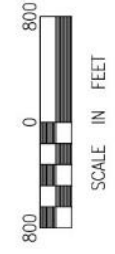
EXHIBIT A

Long Pond Sewer Expansion Project – Private Roadway Sewer and Water Easement Taking Exhibit Plans

LONG POND SEWER EXPANSION PROJECT – PRIVATE ROADWAY SEWER AND WATER EASEMENT TAKING EXHIBIT PLAN



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 Administration & Technical Support
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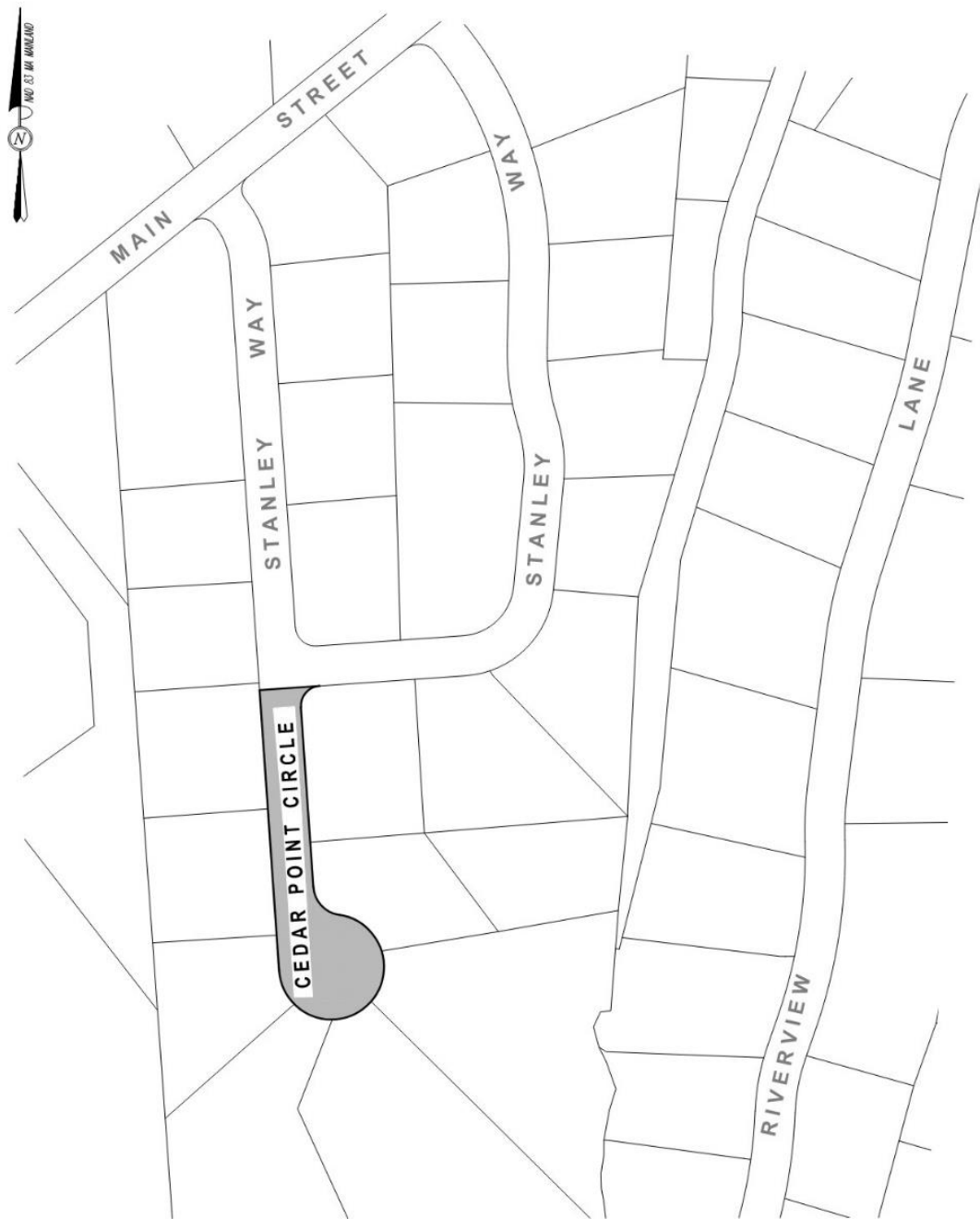


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 DATE: JULY 7, 2026
 JOB NO: 2020-05
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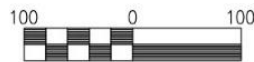
LEGEND

PROPOSED PRIVATE ROAD TAKING
 TOWN ROAD
 LONG POND SEWER EXPANSION PROJECT

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA



SCALE IN FEET

SCALE = 1"=100'

DATE: JULY 7, 2026

JOB NO: 2020-05

SHEET 1 OF 12

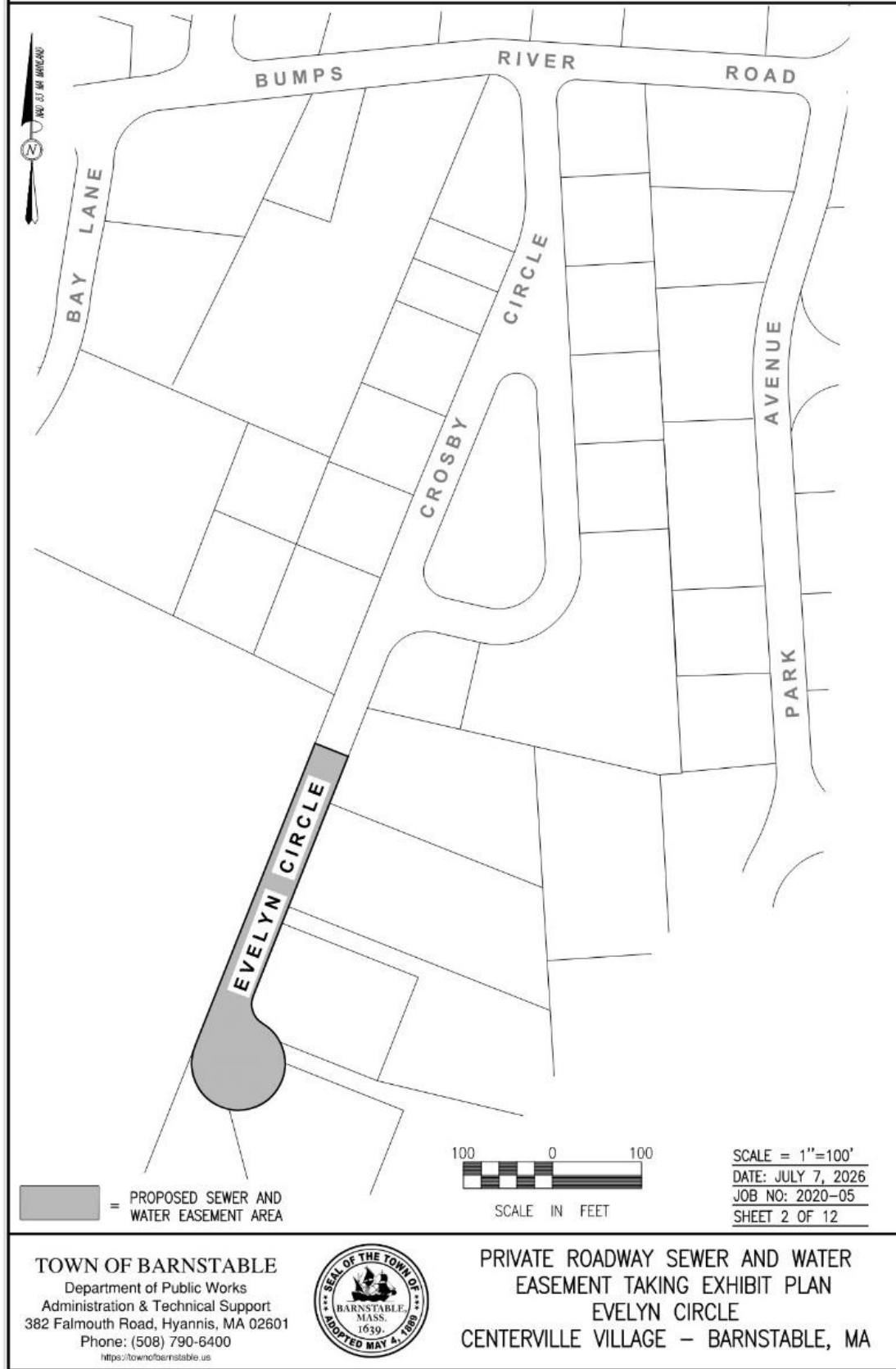
TOWN OF BARNSTABLE

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PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
CEDAR POINT CIRCLE
CENTERVILLE VILLAGE – BARNSTABLE, MA

LONG POND SEWER EXPANSION PROJECT

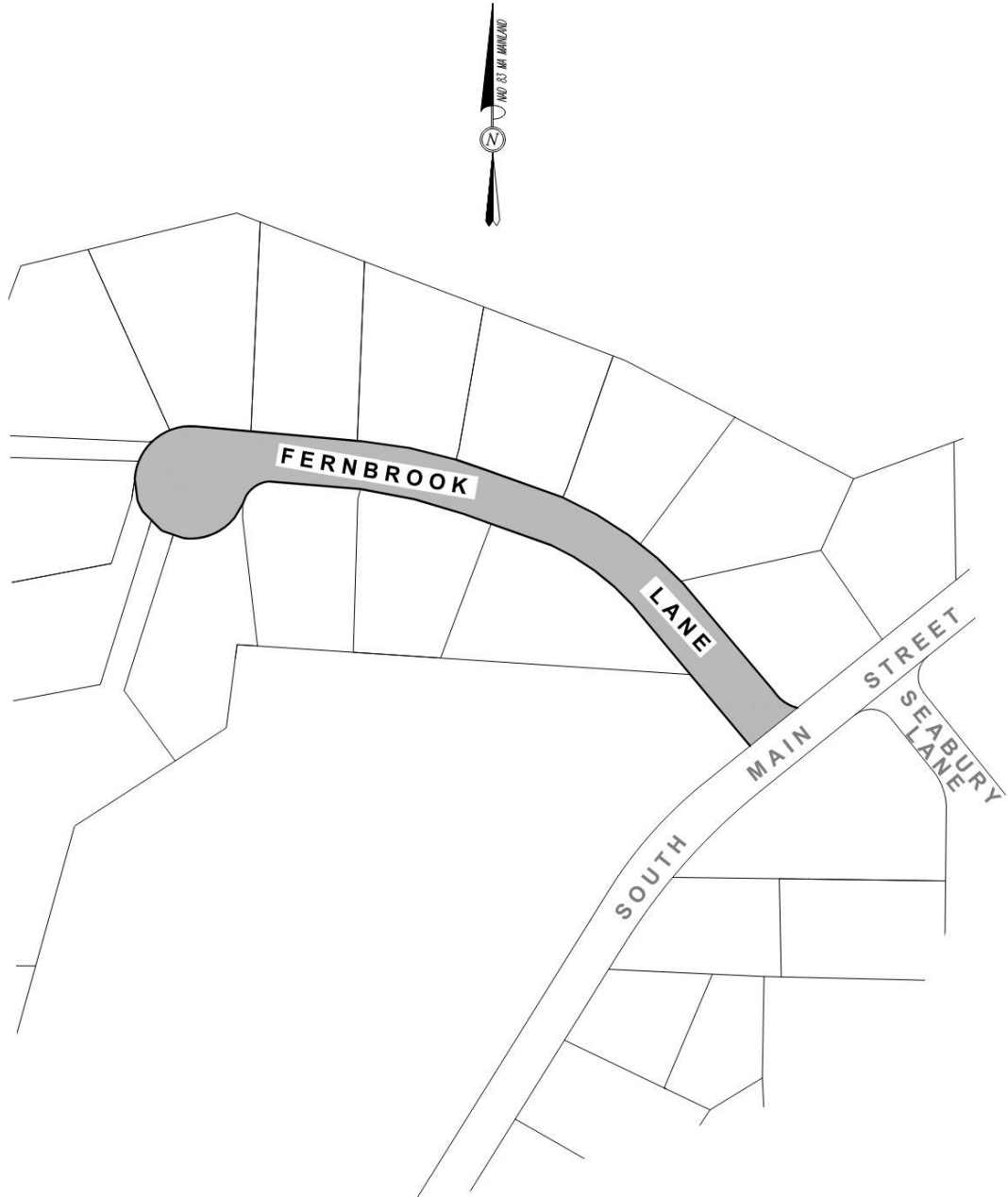


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**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
EVELYN CIRCLE
CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA

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SCALE IN FEET

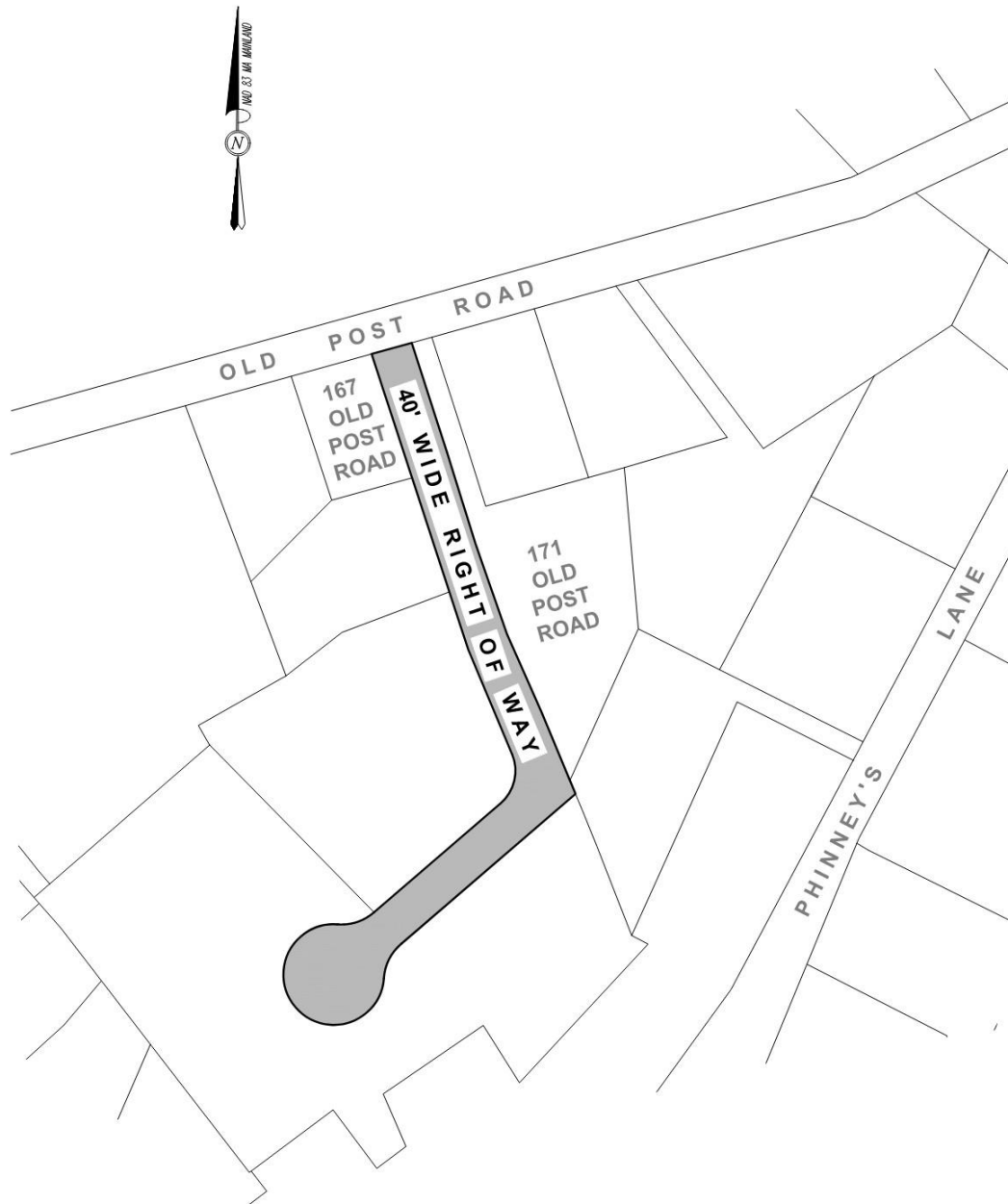
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**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
FERNBROOK LANE
CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA



SCALE IN FEET

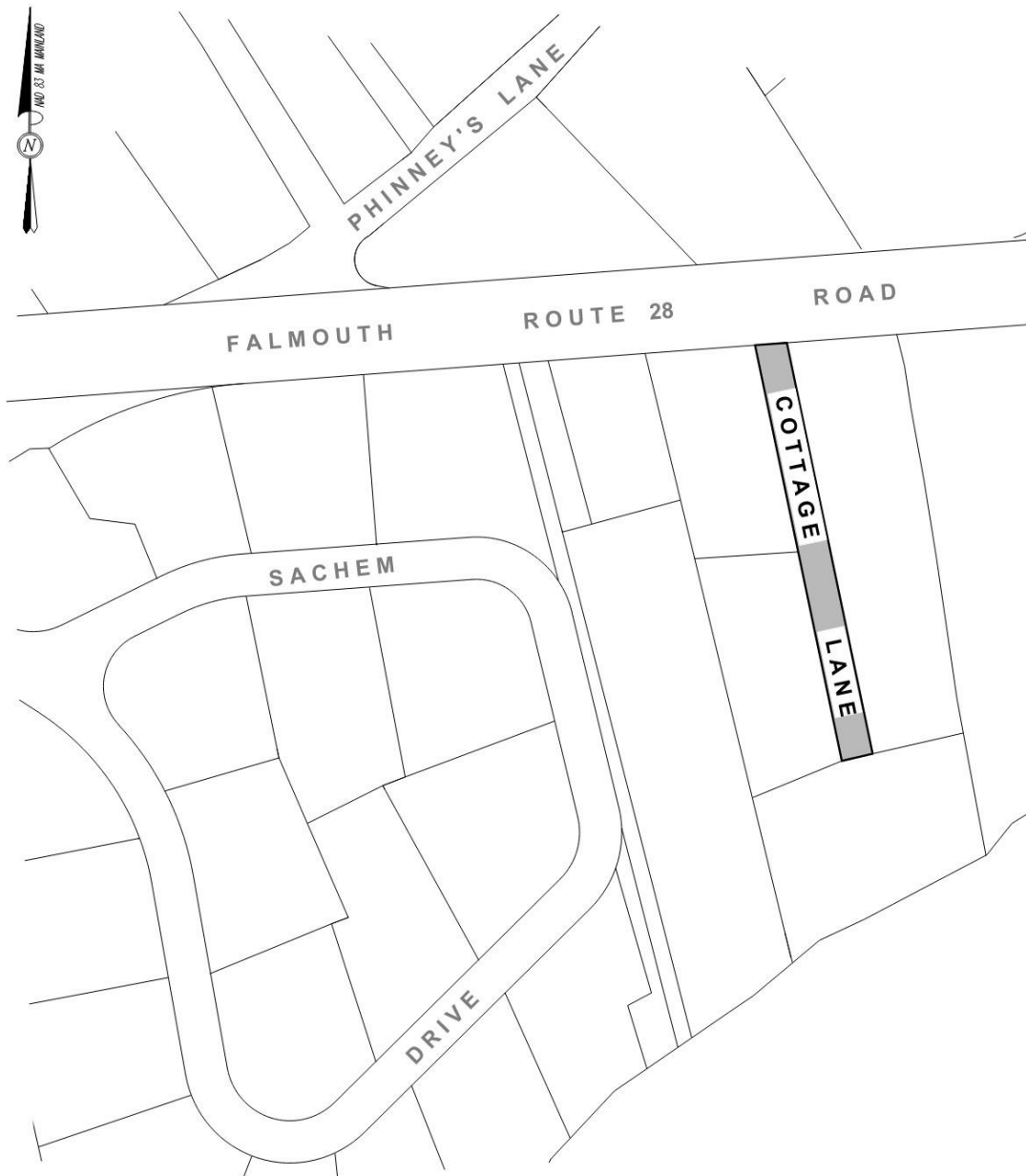
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JOB NO: 2020-05
SHEET 4 OF 12

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**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
40' WIDE RIGHT OF WAY BETWEEN
167 & 171 OLD POST ROAD
CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA

100 0 100

 SCALE IN FEET

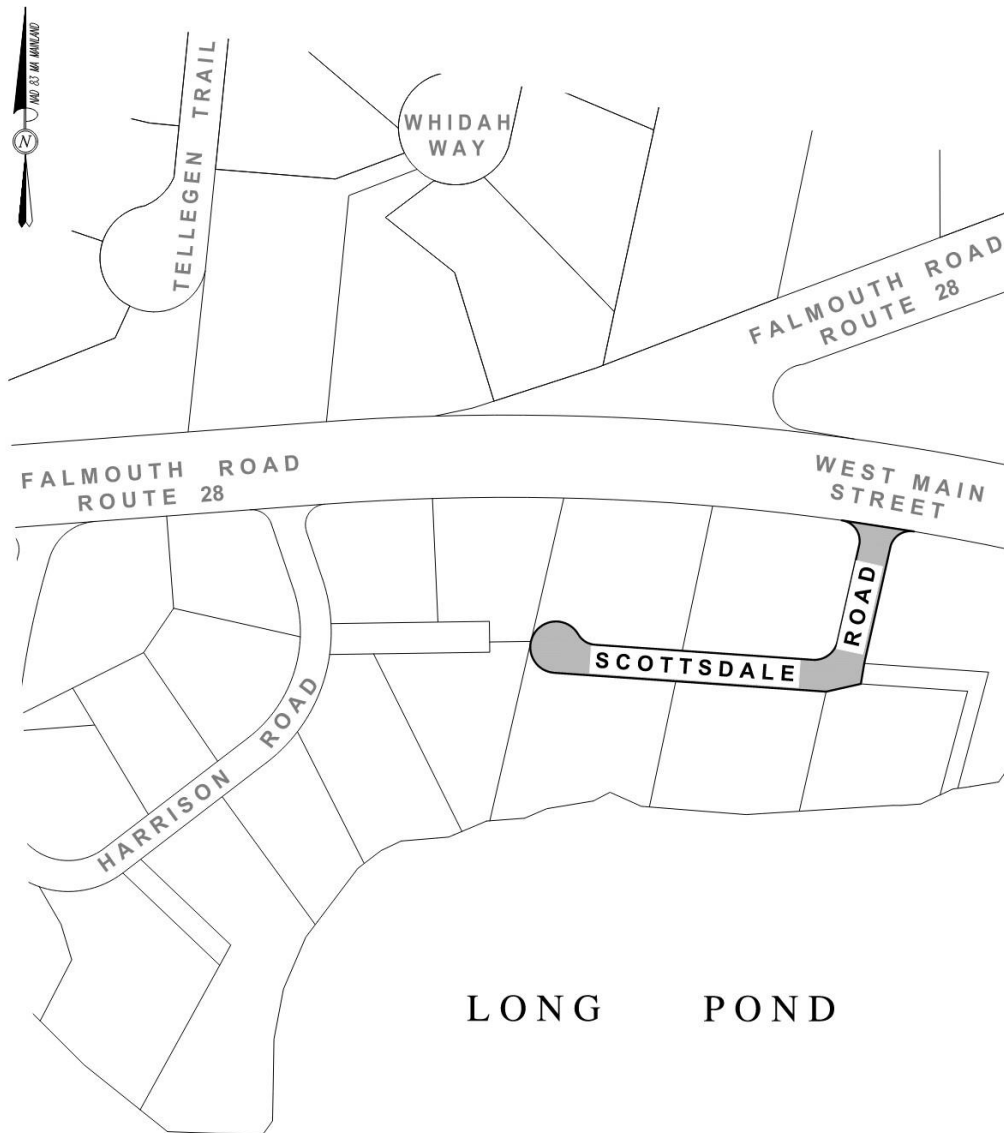
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 JOB NO: 2020-05
 SHEET 5 OF 12

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**PRIVATE ROADWAY SEWER AND WATER
 EASEMENT TAKING EXHIBIT PLAN
 COTTAGE LANE
 CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA

100 0 100

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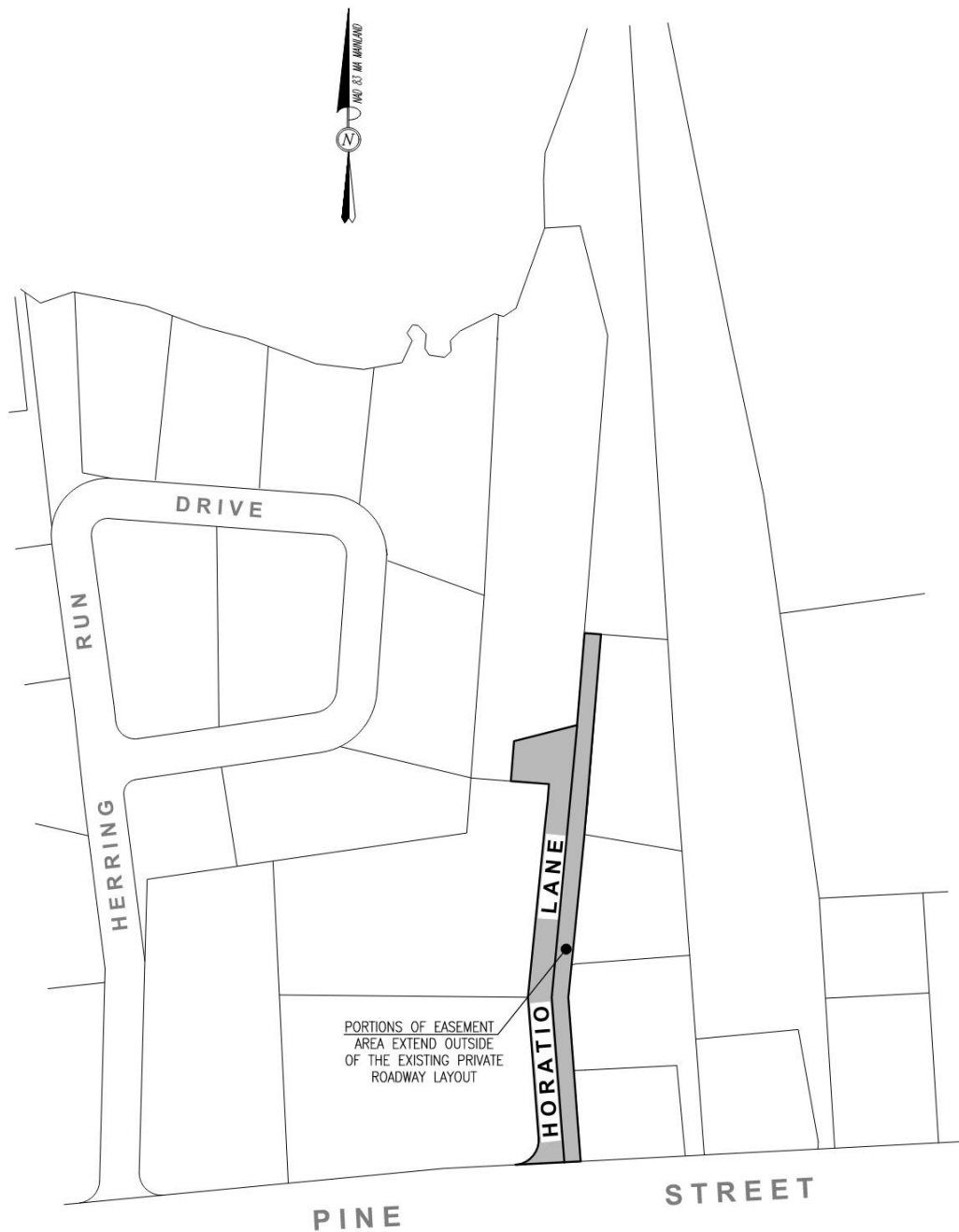
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 JOB NO: 2020-05
 SHEET 6 OF 12

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**PRIVATE ROADWAY SEWER AND WATER
 EASEMENT TAKING EXHIBIT PLAN**
 SCOTTSDALE ROAD
 CENTERVILLE VILLAGE – BARNSTABLE, MA

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA

100 0 100
SCALE IN FEET

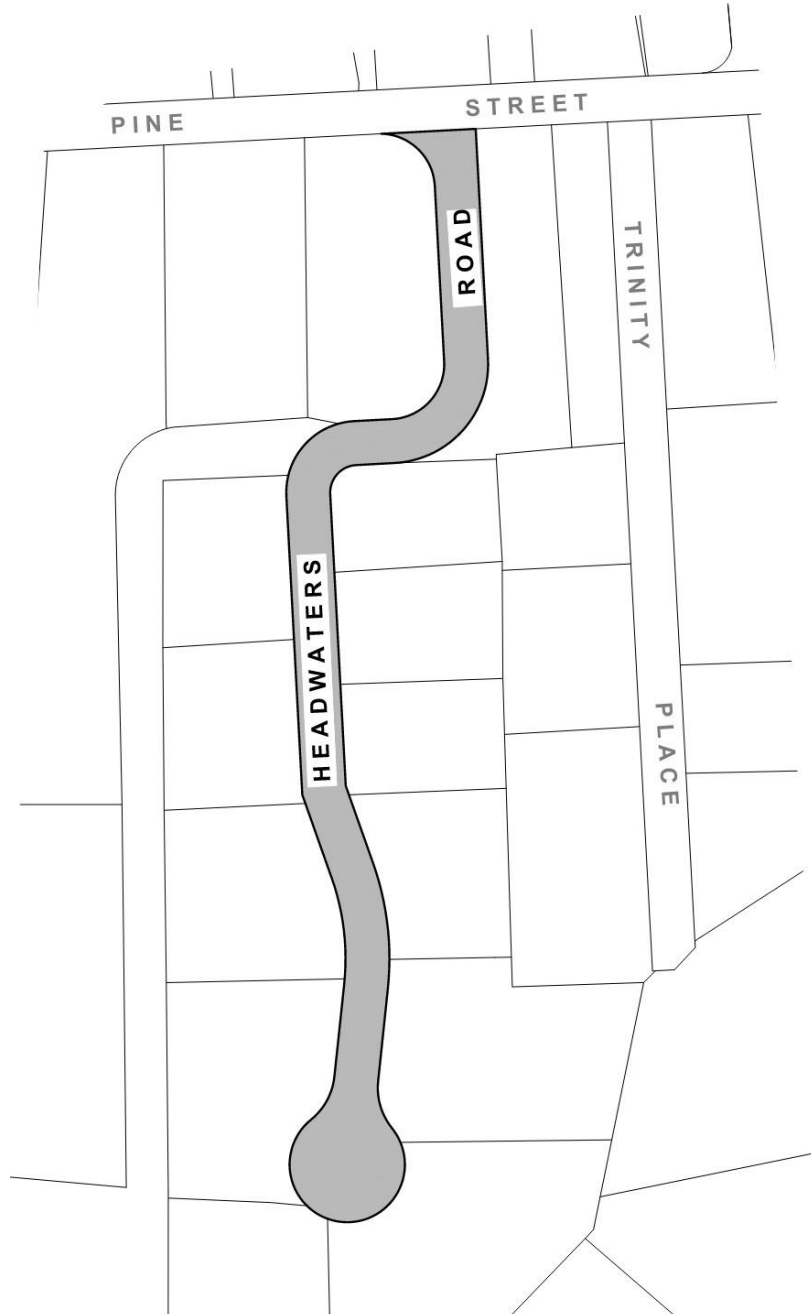
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SHEET 7 OF 12

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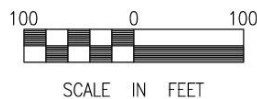


**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
HORATIO LANE
CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



= PROPOSED SEWER AND
WATER EASEMENT AREA



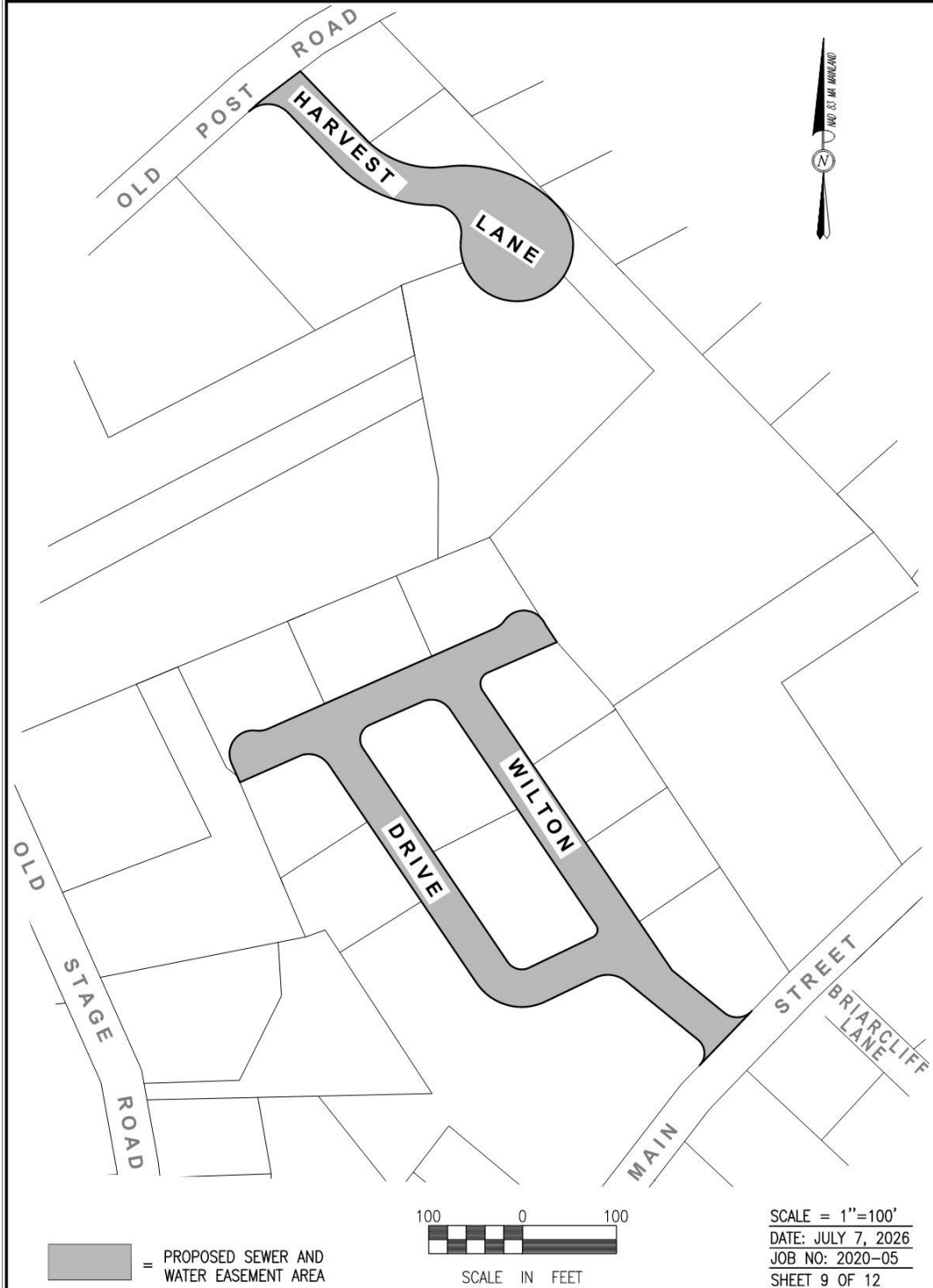
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DATE: JULY 7, 2026
JOB NO: 2020-05
SHEET 8 OF 12

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**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
HEADWATERS ROAD
CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT

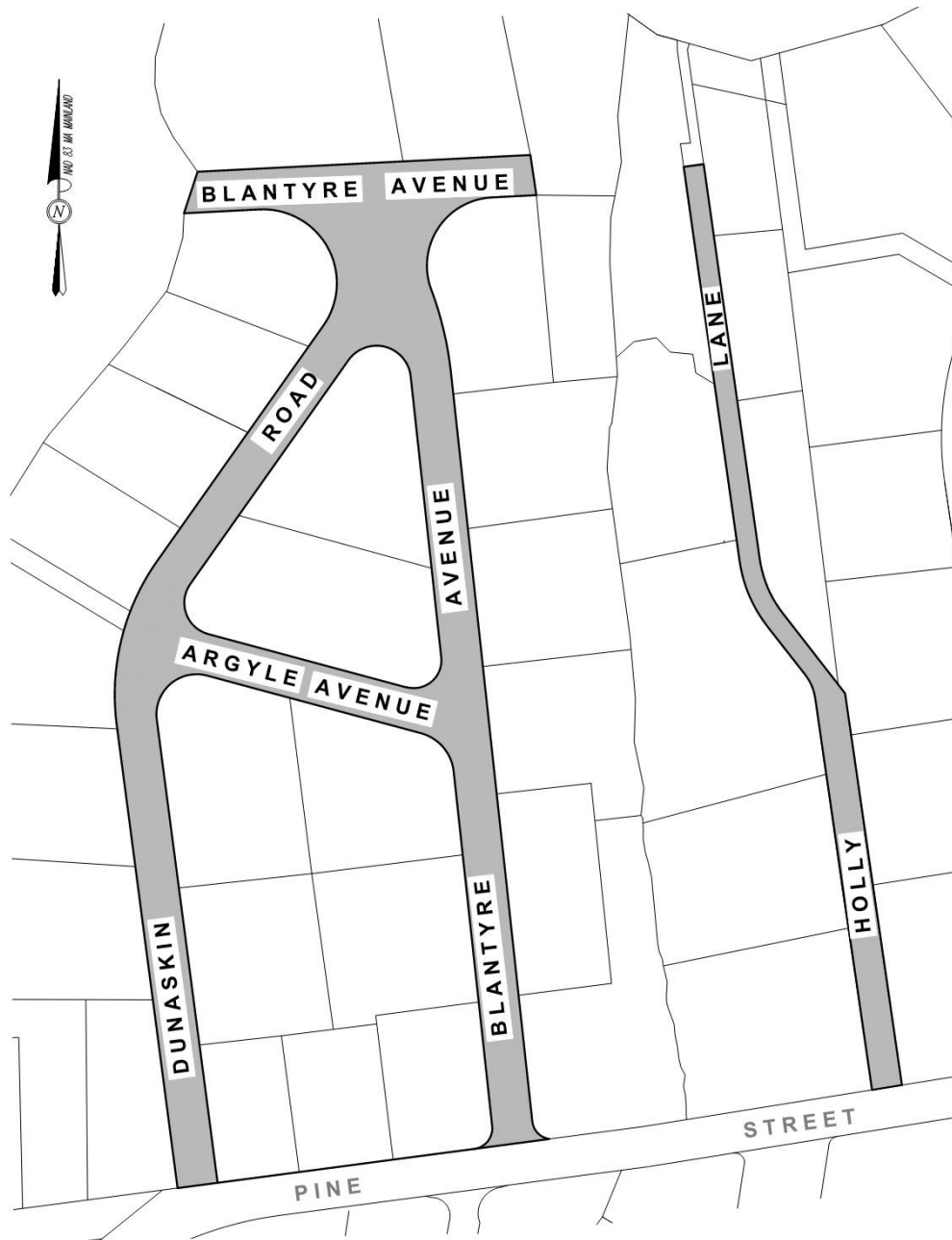


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**PRIVATE ROADWAY SEWER AND WATER
 EASEMENT TAKING EXHIBIT PLAN
 HARVEST LANE AND WILTON DRIVE
 CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA

100 0 100

 SCALE IN FEET

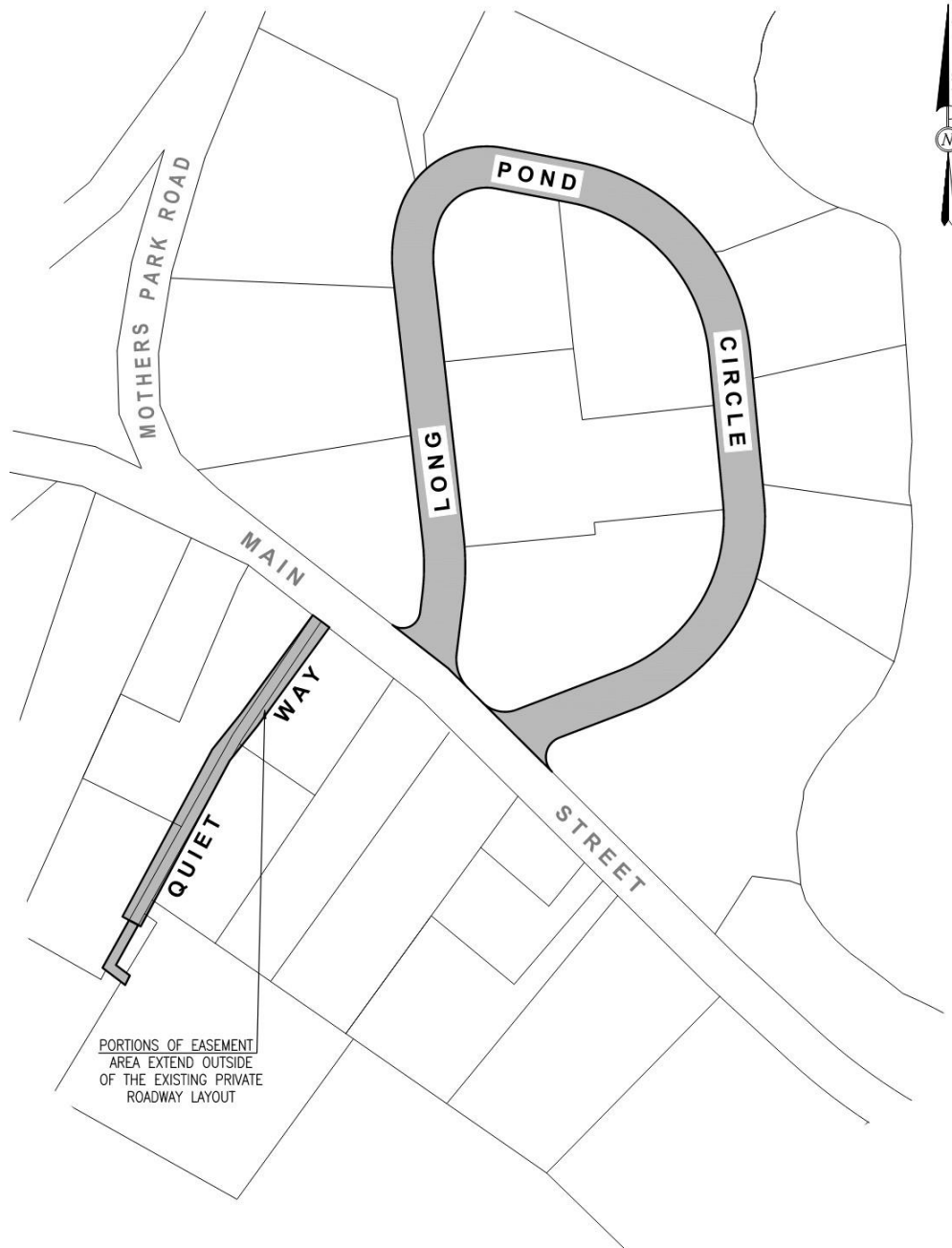
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 DATE: JULY 7, 2026
 JOB NO: 2020-05
 SHEET 10 OF 12

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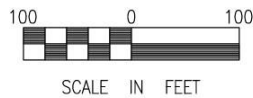
**PRIVATE ROADWAY SEWER AND WATER
 EASEMENT TAKING EXHIBIT PLAN
 BLANTYRE AVENUE, ARGYLE AVENUE,
 DUNASKIN ROAD AND HOLLY LANE
 CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



PORTIONS OF EASEMENT
AREA EXTEND OUTSIDE
OF THE EXISTING PRIVATE
ROADWAY LAYOUT

 = PROPOSED SEWER AND
WATER EASEMENT AREA



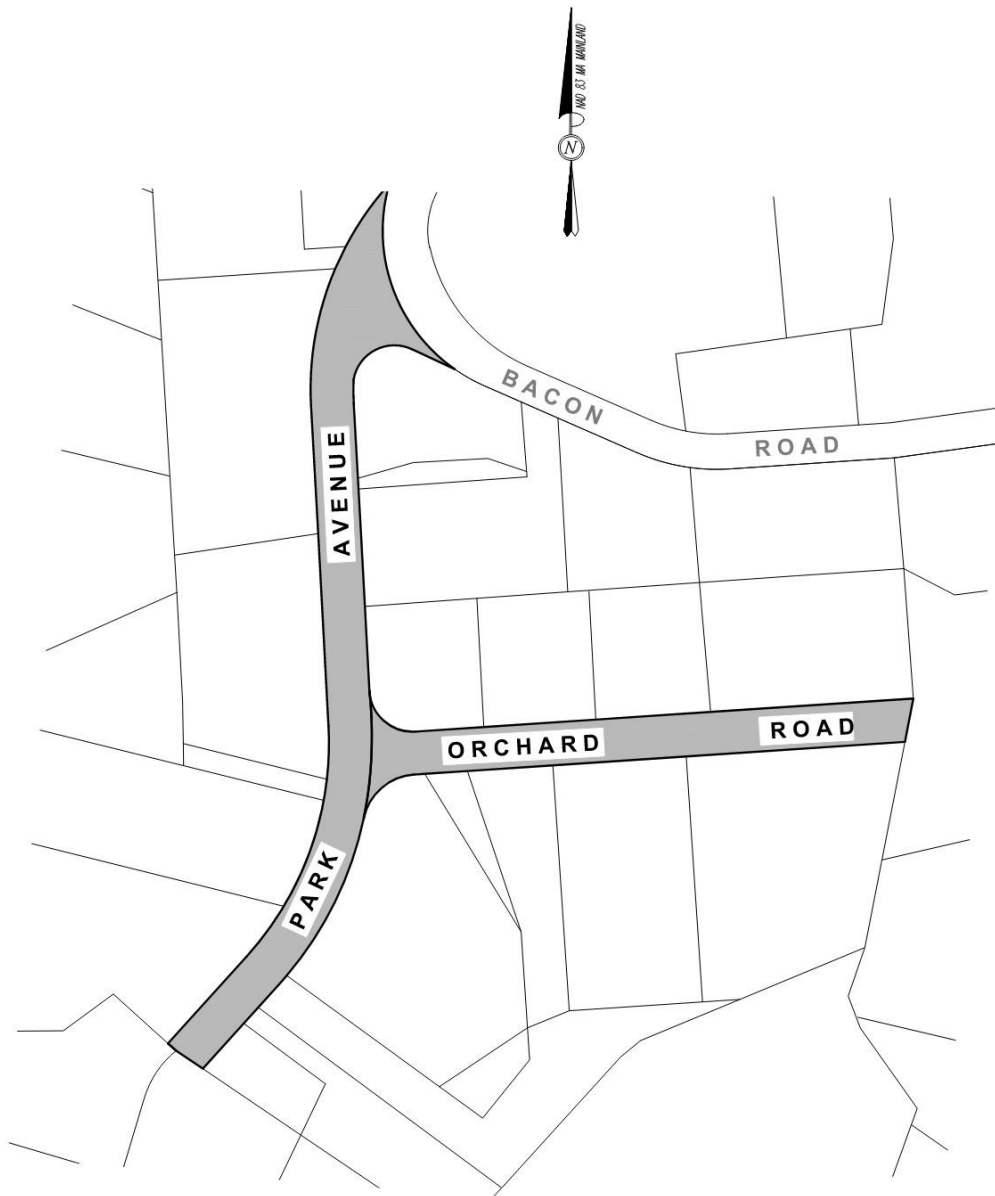
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DATE: JULY 7, 2026
JOB NO: 2020-05
SHEET 11 OF 12

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**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
LONG POND CIRCLE AND QUIET WAY
CENTERVILLE VILLAGE – BARNSTABLE, MA**

LONG POND SEWER EXPANSION PROJECT



 = PROPOSED SEWER AND WATER EASEMENT AREA

100 0 100

SCALE IN FEET

SCALE = 1"=100'
DATE: JULY 7, 2026
JOB NO: 2020-05
SHEET 12 OF 12

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**PRIVATE ROADWAY SEWER AND WATER
EASEMENT TAKING EXHIBIT PLAN
PORTION OF PARK AVENUE
AND ORCHARD ROAD
CENTERVILLE VILLAGE – BARNSTABLE, MA**

BARNSTABLE TOWN COUNCIL

ITEM# 2027-011

INTRO: 07/16/2026, 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Thomas J. LaRosa, First Assistant Town Attorney
DATE: July 16, 2026
SUBJECT: Order authorizing the taking of road easements by eminent domain for sewer and water purposes over certain private roads in Centerville Village in connection with the Long Pond Area Sewer Expansion Project

BACKGROUND: The Town is proceeding with plans to install sewers and related infrastructure in Centerville Village as part of the Long Pond Area Sewer Expansion Project. As part of the project, the Town will install sewers in public and private ways. The involved private ways are: Cedar Point Circle; Evelyn Circle; Fernbrook Lane; 40' Wide Right of Way, off Old Post Road; Cottage Lane; Scottsdale Road; Horatio Lane; Headwaters Road; Harvest Lane; Wilton Drive; Blantyre Avenue; Dunaskin Road; Argyle Avenue; Holly Lane; Quiet Way; Long Pond Circle; Park Avenue; and Orchard Road. These private roads are shown more definitively on the 13-sheet plan set captioned "Long Pond Sewer Expansion Project – Private Roadway Sewer and Water Easement Taking Exhibit Plan", dated July 7, 2026, prepared by the Town of Barnstable, Department of Public Works, and attached to the vote as Exhibit A.

The proposed takings of easements in these existing private ways would provide the Town with the necessary rights to install the sewer lines as part of the project and in accordance with the Town's approved Comprehensive Wastewater Management Plan. The timely completion of these takings will also qualify this work for State Revolving Fund (SRF) monies in accordance with state funding requirements. Utilizing the eminent domain procedure to acquire these easements will assure clear title to the property which is necessary to qualify for SRF funding. Because the value of the improvements exceeds the value of the easement within the travelled roadways, there is no provision for the award of monetary damages.

The Town is finalizing more detailed survey plans for the involved private roads, which will meet the recording requirements of the Registry of Deeds. These plans will be referred to within the Order of Taking for the easements, which will be adopted by the Town Manager under the authority of this vote. The Order of Taking also will include an exhibit listing the specifically affected properties, including their assessor parcels, street addresses, owner names, title references and mortgages. The final Order of Taking will be recorded at the Barnstable County Registry of Deeds and the Barnstable Land Registration Office of the Land Court, and a copy will be sent by certified mailed to each property owner and mortgagee, if any.

FISCAL IMPACT: None

STAFF ASSISTANCE: Griffin Beaudoin, Town Engineer; Shane Brenner, Town Surveyor; Thomas J. LaRosa, First Assistant Town Attorney

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-014

INTRO: 07/16/2026, 08/20/2026

**2027-014 AUTHORIZATION OF A HOUSING DEVELOPMENT INCENTIVE PROGRAM
TAX INCREMENT EXEMPTION AGREEMENT BETWEEN THE TOWN OF
BARNSTABLE AND 91 LOUIS LLC FOR FOUR (4) NEW MARKET RATE
RESIDENTIAL RENTAL UNITS LOCATED AT 91 LOUIS STREET IN
HYANNIS**

ORDERED: That the Town Council hereby authorizes a Tax Increment Exemption (TIE) Agreement between the Town of Barnstable and 91 Louis LLC pursuant to the Housing Development Incentive Program, M.G.L. c. 40V, and the regulations promulgated thereunder at 760 CMR 66.00, for four (4) market rate residential units located at 91 Louis Street, Hyannis, substantially in the form presented to the Town Council at this meeting, and further authorizes the Town Manager to execute the TIE Agreement and submit it to the Massachusetts Executive Office of Housing and Livable Communities for approval.

SPONSOR: Town Council Tax Increment Financing and Tax Increment Exemption Advisory Committee: Councilor Precinct 5, Councilor John R. Crow; Councilor Precinct 9, Councilor Charles R. Bloom; Councilor Precinct 12, Councilor Barry Sheingold

DATE	ACTION TAKEN
<u>07/16/2026</u>	<u>Refer to Second Reading 08/20/2026</u>

____ Read Item
____ Rationale
____ Council Discussion
____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-014

INTRO: 07/16/2026, 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James Kupfer, Director, Planning & Development
DATE: July 8, 2026
Subject: Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and 91 Louis LLC for four (4) new Market Rate Residential Rental Units located at 91 Louis Street, Hyannis

RATIONALE: The Tax Increment Financing and Tax Increment Exemption Advisory Committee of the Town Council recommends approval of the Housing Development Incentive Program (HDIP) Tax Increment Exemption (TIE) request from developer Jake Dewey / 91 Louis LLC for the property located at 91 Louis Street, Hyannis. The project will create four (4) market rate rental units. No affordable units are included in this project. The applicant is seeking the HDIP state tax credit, but the municipality must approve a TIE agreement for the applicant to be eligible for HDIP credits.

In January 2018, the Town Council approved the proposed Downtown Hyannis HD Zone and Plan and in March 2018 the Town received approval of its Zone from the Department of Housing and Community Development (now EOHLC). Approval of this Zone allows the Town to enter into Tax Increment Exemption Agreements with property owners within the Zone.

HDIP is a Massachusetts state program designed to encourage the creation and rehabilitation of market-rate housing in designated Housing Development (HD) Zones within gateway municipalities like Barnstable. Under HDIP, municipalities may grant a TIE — a partial or full exemption on the increase in assessed value resulting from new construction or substantial rehabilitation of a qualifying residential project. In exchange, developers commit to producing housing that is at least 80% market rate within an HD Zone, supporting the Town's goals of increasing housing supply, promoting economic development, and stabilizing neighborhoods.

The TIE exemption runs for a minimum of 5 years and a maximum of 20 years, with the exemption percentage negotiated between the developer and the municipality. Importantly, the exemption applies only to the incremental value added by the project — the Town continues to collect taxes on the existing base assessed value throughout the exemption period. At the end of the TIE term, the full assessed value of the property becomes taxable, generating increased long-term tax revenue for the municipality. In addition to the granting of a local TIE, the state may award HDIP Tax Credits for qualified project costs, which developers may apply separately through the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) to further support project feasibility.

Town staff, and the Town Council TIF/TIE committee reviewed the application from 91 Louis LLC and found it to be complete and that the development meets the objectives of the HD Plan including increasing residential rental stock and diversity of housing choice. The project proposes four (4) townhouse-style two-bedroom, 1.5-bath units of approximately 800 square feet each at a proposed market rent of \$2,575 per month (plus utilities), consistent with prevailing rents in the Hyannis area.

The TIE Agreement is a contract between the property owner and the municipality which sets forth the amount of tax exemption and the duration of the benefits. The Tax Increment Financing and Tax Increment Exemption Advisory Committee recommends a **50% Tax Exemption for Years 1–5 and a 30% Tax Exemption for Year 6** on the increased value of the market rate units, estimated at \$945,000.00.

If approved by the Town, this project and TIE Agreement must also be approved by the Massachusetts Executive Office of Housing and Livable Communities.

FISCAL IMPACT: The estimated assessed value of the property when developed as proposed is \$2,000,000, resulting in an estimated increase of \$945,000 in assessed value subject to TIE (Map/Parcel 327-200; Base Value 2026: \$1,055,000). As proposed, 50% exemption Years 1–5; 30% exemption Year 6, the total estimated value of the TIE is **\$19,641.80**. This includes an estimated **\$19,069.71** in property tax savings and **\$572.09** in Community Preservation Act (CPA) surtax savings for the developer over the six-year exemption period.

TIE Exemption Schedule:

FY	Tax Rate (/ \$1k)	Incremental AV	Annual Tax Bill	Exemption %	Exempted Tax	Exempted CPA	Total Incentive
2026	\$6.80	\$945,000	\$6,426.00	50%	\$3,213.00	\$96.39	\$3,309.39
2027	\$6.97	\$945,000	\$6,586.65	50%	\$3,293.32	\$98.80	\$3,392.12
2028	\$7.14	\$945,000	\$6,751.32	50%	\$3,375.66	\$101.27	\$3,476.93
2029	\$7.32	\$945,000	\$6,920.10	50%	\$3,460.05	\$103.80	\$3,563.85
2030	\$7.51	\$945,000	\$7,093.10	50%	\$3,546.55	\$106.40	\$3,652.95
2031	\$7.69	\$945,000	\$7,270.43	30%	\$2,181.13	\$65.43	\$2,246.56
6-YR TOTAL					\$19,069.71	\$572.09	\$19,641.80

By approving the TIE Agreement, the Town agrees to forgo this estimated tax revenue over six (6) years in exchange for the redevelopment of this property that creates four (4) new year-round market rate rental housing units in the Downtown Hyannis HD Zone. Following the exemption period, the full assessed value of the improved property is estimated to generate **\$149,432.67** in net property and CPA taxes through Fiscal Year 2045, representing a significant long-term return to the Town on this investment in housing production.

STAFF ASSISTANCE: Mark Milne, Director of Finance; John Curran, Director of Assessing; Corey Pacheco, Senior Planner, Planning and Development; Arden Cadrin, Consultant.

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between
Town of Barnstable
and
91 Louis LLC

This AGREEMENT is made this ____ day of ____, 2026 by and between the Town of Barnstable, a Massachusetts municipal corporation with its principal offices located at 367 Main Street, Hyannis, MA 02601 (“Municipality”) and 91 Louis LLC, a Massachusetts Limited Liability Company with its principal office located at 78 Pitchers Way Hyannis, MA 02601 (“Sponsor”).

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Act: M.G.L. c. 40V, as may be amended from time to time.

Completion: Certificates of occupancy have been issued for the entire Project.

EOHLC: Executive Office of Housing and Livable Communities

Event of Default: An “Event of Default” as defined in Section 5 below.

Final Certification: Determination by EOHLC that the Sponsor has completed the new construction or substantial rehabilitation of the Property, consistent with the New Construction or Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.

Fiscal Year: An annual period of July 1 through June 30.

HD Project: A Certified Housing Development Project, as defined in the Act and the Regulations.

HD Zone: The Housing Development Zone adopted by Town of Barnstable on January 18, 2018, and approved by EOHLC (formerly, the Department of Housing and Community Development) as evidenced by a Certificate of Approval dated March 9, 2018 and recorded with Barnstable County Registry of Deeds at Book 32703, Page 1. The Zone was amended on January 21, 2021 and approved by EOHLC, as evidenced by a Certificate of Approval dated March 2, 2021 and recorded with Barnstable County Registry of Deeds Book 3652, Page 251.

Lead Municipality: Town of Barnstable

MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.

Property: 91 Louis Street, Hyannis, MA as shown on Exhibit 1, “Map of Property” and further described in
Page 26 of 62

Exhibit 2, “Legal Description of Property”.

Regulations: 760 CMR 66.00.

New Construction or

Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLC.

Sponsor: 91 Louis LLC, a Massachusetts Limited Liability Corporation, with its principal office located at 78 Pitchers Way Hyannis, Massachusetts 02601, its successors and assigns.

Section 3 – Sponsor’s Covenants

A. New Construction or Substantial Rehabilitation of the Property. Sponsor will undertake the new construction or substantial rehabilitation of the Property in accordance with the work and schedule set forth in the New Construction or Rehabilitation Plans.

B. Market Rate Residential Units.

1) There shall be a total of 4 residential rental units created at the Property of which four (4) shall be MRRUs comprised of four (4), 2 bedroom, 1.5 bath townhouse style apartments. The monthly rent for such units shall be priced- consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by EOHLC, as set forth in Exhibit 3, “Market Rate Residential Units – Pricing Plan”.

2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 20 years.

C. Marketing. Sponsor shall cause the MRRUs to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the New Construction or Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project, including but not limited to submitting applications to EOHLC for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c. 59 according to the following terms.

A. Base Value. Consistent with 760 CMR 66.06(c), the Base Value is expected to be \$1,055,000 (this value is subject to change and will be reconfirmed at the time the exemption percentage is applied starting on the effective date of this Agreement) and equal to the assessed value (or aggregate thereof) of the parcel(s) that comprise the Property as of the fiscal year in which a HD Tax Increment Exemption Agreement is executed by the Sponsor and the Municipality with respect to the parcel or parcels, as the case may be, and prior to the start of any new construction or Substantial Rehabilitation activities, including demolition, minus the assessed value attributable to any portion of the property that was assessed as other than residential in the applicable fiscal year and remains non-residential after completion of new construction or Substantial Rehabilitation.

B. MRRU Percentage. One hundred percent (100%). The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1: 50% Years 1-5, and 30% Year 6

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

- E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.
- F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached hereto as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

- A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:
- 1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.
 - 2) Breach of Covenant Subsequent to Final Certification. Sponsor’s conduct is materially at variance with the representations made in its New Construction or Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.
 - 3) Misrepresentation. Any representation of the Sponsor made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
- B. Rights on Default.
- 1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.
 - 2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:
 - a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.
 - b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.
 - c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.
 - 3) Other Remedies. The Municipality’s rights upon the occurrence of an Event of Default are in addition to

those granted to EOHLC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLC's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The Effective Date shall be confirmed as required under Section 4.F above.

B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

- 1) Until Completion, the status of construction in relation to the schedule contained in the New Construction or Rehabilitation Plan;
- 2) Until Completion, the status of marketing in relation to the New Construction or Rehabilitation Plans; and
- 3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices. In conjunction with concurrent electronic submission as provided for below or, if reasonable efforts can determine that such information is no longer current, otherwise reasonably obtainable and verifiable electronic contact information, any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and, unless general measures for electronic receipt as a substitute are in place at such time or can otherwise be reasonably assumed due to publicized or immediately foreseeable remote working conditions, shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1) Municipality: Town Manager
Town of Barnstable
367 Main Street
Hyannis, MA 02601
Email: mark.ells@town.barnstable.ma.us

2) Sponsor: 91 Louis LLC
78 Pitchers Way
Hyannis, MA 02601

3) Copy to EOHLC: All such notices shall be copied to EOHLC at:

HDIP Program Coordinator
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
eoehdip@mass.gov

- 4) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Town Manager as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

Town of Barnstable

91 Louis LLC

By: Mark S. Ells, Town Manager

By: Jacob Dewey, Manager, 91 Louis LLC

By:

By:

EXHIBIT 1

MAP OF PROPERTY

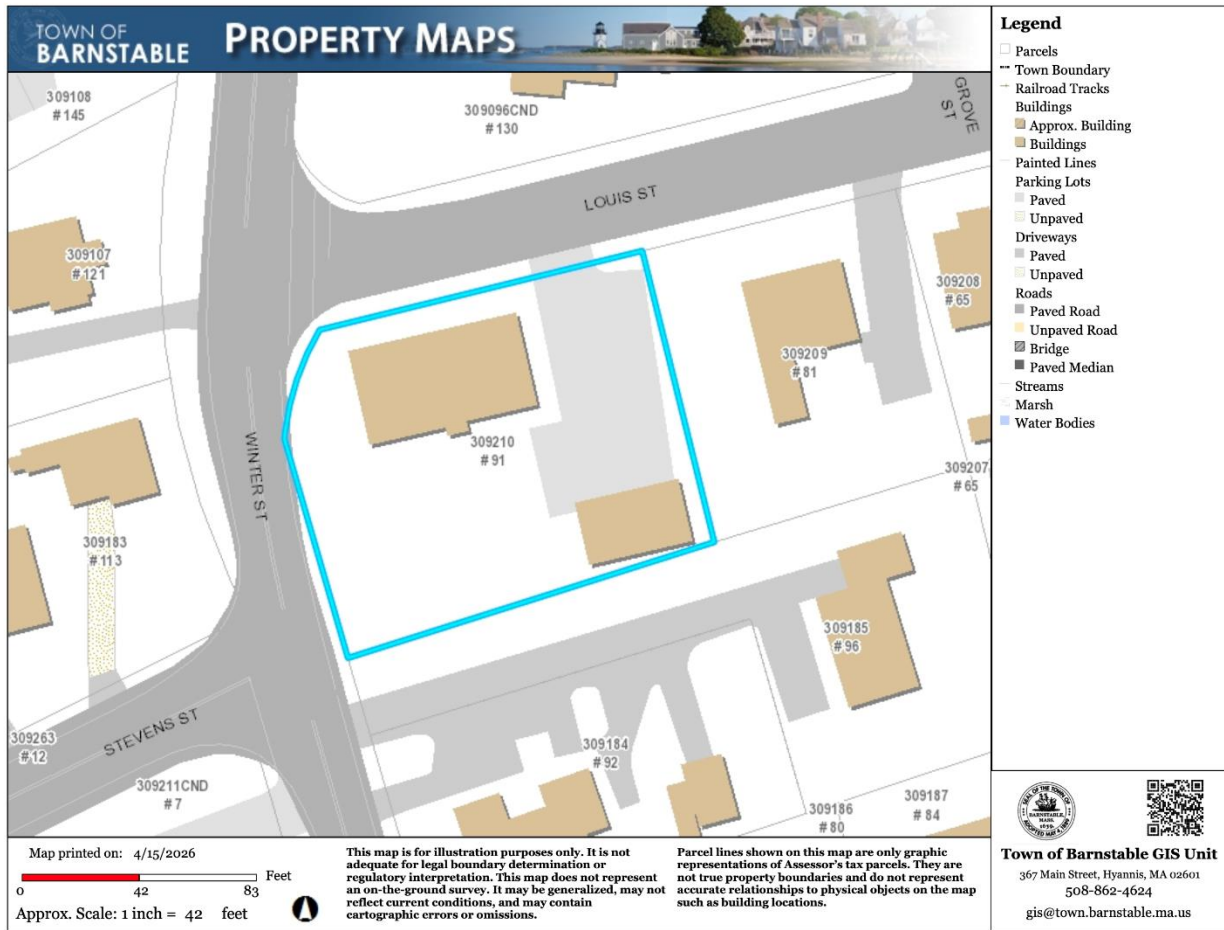


EXHIBIT 2

DESCRIPTION OF PROPERTY

Two parcels of land, together with the buildings thereon, known as and numbered 91 Louis Street, situate in Barnstable (Hyannis), Barnstable County, Massachusetts, bounded and described as follows:

Parcel I. (Registered Land)

Westerly:	By Winter Street, sixty-six and $79/100$ (66.79) feet;
Northerly:	by land now or formerly of Augustus Rosenbaum et al, and shown as Lot 2 on a plan hereinafter mentioned, one hundred thirty and $61/100$ (130.61) feet;
Easterly:	by Lot 3, fifty-seven and $92/100$ (57.92) feet; and
Southerly:	by land now or formerly of Patrick Murphy, one hundred twenty-eight and $32/100$ (128.32) feet;

Being shown as Lot 1 on Land Court Plan 15177-A filed with the Land Registration Office at Boston, a copy of which is filed with the Barnstable County Registry District.

So much of said lot as is included within the limits of the private roads shown on said plan is subject to the rights of all persons lawfully entitled hereto and over the same.

Parcel II (Unregistered Land)

- Westerly: by Winter Street, as shown on a plan hereinafter mentioned, thirty-four and $84/100$ (34.84) feet;
- Northwesterly: by Winter Street on a curve to the right having a radius of 20,11 feet and forming the intersection of Winter Street and Louis Street as shown on said plan, twenty-eight and $07/100$ (28.07) feet;
- Northerly: by Louis Street, as shown on said plan, one hundred ten and $11/100$ (110.11) feet;
- Easterly: by a portion of Lot 3, as shown on said plan, fifty and $32/100$ (50.32) feet; and
- Southerly: by Lot 1, as shown on said plan, one hundred thirty and $26/100$ (130.26) feet,

Being shown as Lot 2 on a plan of land entitled, "Plan of land of Arenovski and Megathlin on Winter and Louis Street, Hyannis, Mass, Scale 1" = 30', which plan is filed with the Barnstable County Registry of Deeds in Plan Book 45, Page 77.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Proposed Initial
Monthly Rent(s)*: \$2575

*units shall be priced in compliance with EOHLC's HDIP Guidelines and 760 CMR 66.04(2)(f)

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

[FORM TO REMAIN BLANK UNTIL PROJECT COMPLETED AND ELIGIBLE FOR FINAL CERTIFICATION]

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the Town of Barnstable, and 91 Louis LLC, a Massachusetts Limited Liability Corporation with an address at 78 Pitcher's Way Hyannis, MA 02601, with respect to the property at 91 Louis Street Hyannis, MA 02601 (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU Percentage is: 4 units, 100%
3. The assessed value of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

Town of Barnstable

91 Louis LLC

By: Mark S. Ells, Town Manager
It's: Manager

By: Jacob Dewey, for 91 Louis LLC

Dated: _____

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

BARNSTABLE TOWN COUNCIL

**ITEM# 2027-017
INTRO: 08/20/2026**

**2027-017 AUTHORIZATION TO CONTRACT FOR AND EXPEND A GRANT FROM
THE CAPE COD CONSERVATION DISTRICT IN THE AMOUNT OF \$52,625
FOR CONSTRUCTION OF LITTLE RIVER LANDING STORMWATER
IMPROVEMENTS**

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a grant from the Cape Cod Conservation District in the amount of **\$52,625** to fund on a reimbursement basis a portion of the costs incurred by the Town for the construction of the Little River Landing Stormwater Improvements Project.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
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_____	_____
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_____	_____
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_____	Read Item
_____	Rationale
_____	Council Discussion
_____	Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-017
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Daniel W. Santos, P.E., Director of Public Works
DATE: August 20, 2026
SUBJECT: Authorization to contract for and expend a grant from the Cape Cod Conservation District in the amount of **\$52,625** for construction of Little River Landing Stormwater Improvements

BACKGROUND: The Town of Barnstable is being awarded a \$52,625 grant from the Cape Cod Conservation District. This grant will provide 25% of the total construction cost, up to \$52,625, for this project.

ANALYSIS: The Town Council previously accepted a United States Department of Agriculture Natural Resources Conservation Service (NRCS) Grant under item 2026-032, which provided funding for design and 75% of the total construction cost of the Little River Landing Stormwater Improvements Project. The remaining 25%, non-federal portion, of the construction cost was anticipated to be funded by the Town. However, the Cape Cod Conservation District, a project partner, applied for and received a grant from the Massachusetts Federal Funds & Infrastructure Office. Part of these funds are now being granted to the Town for the purpose of funding the 25% required non-federal match portion of the construction cost, thereby offsetting the Town's required match for this project.

FINANCIAL IMPACT: This is a reimbursement grant for **\$52,625**. The Town must expend the funds upfront and subsequently submit for reimbursement prior to July 15, 2028.

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

STAFF ASSISTANCE: Daniel W. Santos, P.E., Director of Public Works

B. NEW BUSINESS (First Reading) (Refer to Second Reading 09/03/2026)

BARNSTABLE TOWN COUNCIL

**ITEM# 2027-018
INTRO: 08/20/2026**

2027-018 AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO MAXIMIZE FEDERAL FINANCIAL PARTICIPATION THROUGH TITLE IV-E OF THE SOCIAL SECURITY ACT

ORDERED: That, pursuant to G.L. c. 44, sec. 70, the Town Council does hereby authorize the School Committee or its authorized designee to enter into a Memorandum of Understanding with the Commonwealth's Executive Office of Health and Human Services, Department of Elementary and Secondary Education and Department of Children of Families in the form attached hereto in order to seek allowable federal reimbursement for eligible transportation costs associated with foster student education transportation through Title IV-E of the Social Security Act.

SPONSOR: Town Manager Mark Ells, through Superintendent Sara Ahern, at the request of the School Committee

DATE

ACTION TAKEN

____ Read Item
____ Rationale
____ Council Discussion
____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-018
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Town Manager Mark Ells
THROUGH: Superintendent Sara Ahern, at the request of the School Committee
DATE: August 20, 2026
SUBJECT: Authorization to enter into a Memorandum of Understanding to maximize federal financial participation through Title IV-E of the Social Security Act.

BACKGROUND: Massachusetts school districts can claim federal Title IV-E reimbursement for foster care student transportation under the Every Student Succeeds Act (ESSA). Reimbursement requests are submitted quarterly using the Department of Elementary and Secondary Education (DESE) reporting procedures. In order to be eligible for this reimbursement, the Town and District must vote on the enclosed Memorandum of Understanding (MOU).

Using our Fiscal Year 2026 foster transportation costs of \$200,000, we'll receive \$36,000 next year if we were to participate in the program.

The School Committee on June 3, 2026, voted to recommend entering into the MOU.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, requests favorable action by the Town Council.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations

**Memorandum of Understanding – Every Student Succeeds Act
Transportation Claiming Under Title IV-E of the Social Security Act**

This Memorandum of Understanding (MOU) has been created and entered into on _____, 20____ by and between the following parties in relation to the administration of school of origin transportation costs under the Every Student Succeeds Act (ESSA) to maximize Federal Financial Participation from the Federal Government through Title IV-E of the Social Security Act (Title IV-E):

Executive Office of Health and Human Services (EOHHS); Department of

Elementary and Secondary Education (DESE);

Department of Children and Families (DCF); and

**_____The Barnstable School
Committee**

The Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Elementary and Secondary Education, Department of Children and Families and the Town of Barnstable, acting by and through the Barnstable School Committee, with its main offices located at 230 South Street, Hyannis, MA 02601 (the Local Education Agency, hereinafter, the LEA), hereby agree to the following terms and conditions as they relate to reporting costs and receiving Title IV-E allowable federal reimbursement for said costs as they relate to transporting children eligible under Title IV-E foster care to and from their foster placement and their School of Origin, effective for dates of service on or after April 1, 2019.

RECITALS

WHEREAS, DCF is the single state agency designated to submit claims to the Administration of Children and Families (ACF) for the purposes of obtaining Title IV-E cost reimbursement; and

WHEREAS, the LEA desires to participate in the Title IV-E Claiming of Transportation Expenditures for Children in Foster Care (hereinafter, the “Program”) under the terms and conditions set forth in this Memorandum of Understanding (MOU); and

WHEREAS, the scope of services and providers payable under the Program is defined by this MOU;

NOW, THEREFORE, in consideration of the mutual obligations contained in this MOU, the parties agree as follows:

Section 1. DEFINITIONS

The following terms that appear capitalized throughout this MOU shall have the following meanings, unless the context clearly indicates otherwise.

Administration of Children and Families (ACF) – The agency responsible for the oversight and administration of services pertaining to children, youth, and families nationwide, as established under the authority of Section 6 of the Reorganization Plan No. 1 of 1953.

Certification of Qualified Expenditures or Certification of Qualifying Expenditures – For purposes of this agreement, an expenditure for Transportation that is certified, or attested to, by a contributing public agency or designated authority at a public agency that is eligible for reimbursement under Title IV-E of the Social Security Act.

Department of Children and Families (DCF) – The constituent agency within EOHHS providing services to children 0 through 22 years old who are at risk or have been victims of abuse or neglect, as well as their families, established under M.G.L. c. 18B, § 1.

Department of Elementary and Secondary Education (DESE) – The constituent agency within the Executive Office of Education responsible for the provision of a public education system of a sufficient quality to extend to all children, established under M.G.L. c. 69, § 1.

Every Student Succeeds Act (ESSA) – Federal Law passed in December 2015 governing United States K-12 public education policy (Public Law 114-95).

Executive Office of Health and Human Services (EOHHS) – The executive secretariat of the Commonwealth of Massachusetts established under M.G.L. c. 6A, § 2 that oversees DCF.

Individualized Education Program (IEP) – A written statement, developed and approved in accordance with federal special education law in a form established by the Department of Elementary and Secondary Education, that identifies a student's special education needs and describes the services a school district shall provide to meet those needs.

Local Education Agency (LEA) – See definition for Local Government Entity.

Local Government Entity – Pursuant to MGL c. 44, § 70 and for purposes of this MOU, a city or town, that by vote of its town meeting, town council or city council with the approval of the selectmen, town manager or mayor, authorizes the LEA to enter into this MOU and that is responsible, or assumes responsibility, either directly or indirectly through an agency or other political subdivision, for the non-federal share of the Program expenditures. Local Governmental Entity is also referred to as Local Educational Authority (LEA) in this MOU.

Metropolitan Council for Educational Opportunity (METCO) – a state-funded grant program run by DESE intended to expand educational opportunities, increase diversity, and reduce racial isolation by permitting students in Boston and Springfield to attend public schools in other communities that have agreed to participate, pursuant to M.G.L. c. 76, § 12A.

Reporting Tool – The mechanism, designed and agreed upon by EOHHS, DESE, and DCF, by which the LEA will report on costs associated with the Program and attest to the accuracy of said costs.

School of Origin – The school in which a child is enrolled at the time of placement in foster care. Pursuant to Elementary and Secondary Education Act, § 1111 (g)(1)(E)(I), DESE and the LEAs must ensure that a child in foster care enrolls or remains in his or her school of origin unless a determination is made that it is not in the child's best interest.

State Fiscal Year – The 12-month period commencing July 1 and ending June 30 and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2019 starts on July 1, 2018 and ends June 30, 2019).

Title IV-E – an amendment to the Social Security Act that allows states to claim federal reimbursement for the costs of administering foster, adoptive, and guardianship services based on specific eligibility criteria.

Title IV-E Allowable Transportation Claiming Activities – The process through which an LEA requests payment based on Title IV-E-allowable actual incurred costs related to Administrative Activities. Administrative Activities Claiming is further described in Section 2.3 of this MOU.

Title IV-E Claiming of Transportation Expenditures for Children in Foster Care Program – The program through which Local Government Entities participate in administrative activities claiming of Title IV-E allowable expenditures of transportation for children in foster care.

Title IV-E Eligibility – children in foster care that meet the federal eligibility requirements outlined in the Social Security Act for foster care maintenance payments claimed on their behalf.

Title IV-E Federal Financial Participation (Title IV-E FFP) – The amount of the federal share that may be available based on the Certification of Qualifying Expenditures of an LEA for administrative activities related to the provision of transportation services to IV-E eligible foster care children to their School of Origin provided pursuant to this MOU.

Section 2. **TERMS AND CONDITIONS**

1. Subject to (a) the City/Town/Regional School District, hereinafter, Local Education Agency's (LEA) voluntary compliance, as determined by EOHHS, with all submission and other requirements established by EOHHS, DESE, and DCF, hereto referred to as "the Commonwealth"; (b) all other state approvals; (c) federal approval of all necessary payment and funding methods and payment limits; and (d) the availability of Title IV-E FFP, the Commonwealth will pay the LEA an amount equal to the final Title IV-E FFP amount received by the Commonwealth for the allowable Certification of Qualifying Expenditures of the LEA for that state fiscal year, less any contingency fees and other administrative costs.
2. The LEA shall submit to the DESE a cost report and Certification of Qualifying Expenditures on a form designated by the Commonwealth and completed in accordance with the Commonwealth's instructions and signed by an officer who is an authorized signatory of the unit of government providing the non-federal share of Title IV-E allowable transportation expenditures associated with transporting children to/from his/her School of Origin.
3. Said certification shall provide that the LEA's reported expenditures are allowable costs for children in foster care who are covered under ESSA and exclude the following costs:

- a. Any Individualized Education Program (IEP) transportation costs incurred for a child who is enrolled in MassHealth where transportation services are required under the IEP;
 - b. Any costs for children and youth considered homeless as defined by the McKinney-Vento Homeless Assistance Act's, 42 USC 11434(a)(2);
 - c. Participate in METCO as set forth in M.G.L. c. 76, § 12A; or d. Any other federally funded form of transportation services.
4. The LEA shall comply with all Title IV-E transportation administrative and billing requirements set forth in this MOU or incorporated by reference and applicable laws, regulations or sub regulatory guidance regarding these requirements.
5. The LEA must repay to the Commonwealth any amounts resulting from any overpayment, erroneous reporting, administrative fine, or otherwise, in accordance with this MOU, DESE's rules and regulations, and all other applicable state and federal laws.
6. In the event that a review by the Commonwealth, ACF, or any other state and federal oversight entity reveals that the LEA's claim resulted in a duplicate payment under one or more state or federal programs or that LEA did not follow the requirements in accordance with the terms specified herein or applicable state or federal laws for any fiscal year the Commonwealth retains the right to recover payments from the LEA for that fiscal year(s).
7. At any point during the MOU, if the Commonwealth, in its sole judgment, identifies any deficiency in the LEA's performance under the MOU, the Commonwealth may require the LEA to develop a corrective action plan to correct such deficiency. The corrective action plan must, at a minimum:
 - a. identify each deficiency and its corresponding cause;
 - b. describe corrective measures to be taken to address each deficiency and its cause;
 - c. provide a time frame for completion of each corrective measure;
 - d. describe the target outcome or goal of each corrective measure (i.e., how the action taken will be deemed successful);
 - e. describe the documentation to be submitted to the Commonwealth as evidence of success with respect to each corrective measure; and
 - f. identify the person responsible for each corrective measure, and any other information specified by the Commonwealth.

The LEA shall submit any such corrective action plan to the Commonwealth and shall implement such corrective action plan only as approved or modified by the Commonwealth. Under such corrective action plan, the Commonwealth may require the LEA to (1) alter the manner or method in which the LEA performs any MOU responsibilities, and (2) implement any other action that the Commonwealth may deem appropriate.

The LEA's failure to implement any corrective action plan may, in the sole discretion of the Commonwealth, be considered breach of the MOU, subject to any and all agreement remedies including, but not limited to, termination of the MOU.

8. Any costs incurred by the Commonwealth to administer the LEA's participation in the ESSA transportation claiming program, including contingency fees payable to the Commonwealth contractors, if necessary, will be offset against amounts of federal revenue payable to the LEA under an ongoing MOU or withheld in a special payment arrangement in the case of MOU termination.
9. The LEA shall immediately disclose to the Commonwealth any non-compliance by the LEA with any provision of this MOU, or any state or federal law or regulation governing this MOU.
10. In the event that the Commonwealth receives written notification of a deferral or disallowance of Title IV-E FFP claimed on behalf of the LEA's services through the Certification of Qualifying Expenditures, receives written notification of an audit finding requiring the return of any such Title IV-E FFP, or otherwise reasonably determines that any such Title IV-E FFP will be deferred or disallowed if claimed, the Commonwealth shall so notify the LEA. At any time after the Commonwealth's receipt of such notice or other information, it may require the LEA to remit to the Commonwealth the amount of payment(s) under review, pending final disposition of such review. The Commonwealth shall specify such amount in a written remittance notice to the LEA and, within 30 days of the date of such remittance notice, the LEA shall repay to the Commonwealth an amount equal to the amount specified. In the absence of such a remittance notice, the LEA may, on its own initiative remit such amount to the Commonwealth. In the event the LEA for any reason retains payment amounts subject to deferral, disallowance, or audit findings as described herein, the LEA shall be liable for such amounts plus any interest assessed by the federal government on the Commonwealth. The Commonwealth shall provide to the LEA written notification of the amount of any federal interest assessed on payment amounts retained by the LEA. In the event that the final disposition of the deferral, disallowance, or audit described herein requires the Commonwealth to return an amount previously paid by the LEA to the Commonwealth under these provisions, no such payment due to the LEA shall constitute a late payment or otherwise obligate the Commonwealth to pay to the LEA any interest on such payment. Any remittance pursuant to the provisions of the paragraph shall be in accordance with all applicable state law.
11. The LEA must maintain records that are accurate and sufficiently detailed to substantiate the legal, financial, and statistical information reported on the Certification of Qualifying Expenditure form. These records must demonstrate the necessity, reasonableness, and relationship of the costs (e.g., personnel, supplies, and services) to the provision of services and must be furnished upon request to the Commonwealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and Human Services, the Comptroller General of the United States, the Administration for Children and Families, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, the Massachusetts Department of Elementary and Secondary Education, and the Massachusetts Department of Children and Families. These records include, but are not limited to, all relevant transportation payments, service dates related to transportation payments, and child count. The LEA must maintain documentation supporting the transportation costs: (1) associated with transporting children eligible under Title IV-E in foster care, including their names

and dates of services provided; and (2) that the costs are associated with transporting these children to/from their School of Origin; and (3) that the costs are not excluded pursuant to Section 2.3 of this MOU. The LEA is required to maintain cost report work papers for a minimum period of seven years beyond the last quarter that a child's transportation costs are included on a claim or until the completion of any audit, whichever is longer, following the end of each cost reporting period.

12. The LEA and any of their business associates/subcontractors shall comply with the terms, conditions, and obligations relating to data privacy, security, and management of personal and other confidential information applicable to the LEA under this MOU, as well as any other laws, regulations and other legal obligations regarding the privacy and security of such information to which the LEA is subject.
13. The Terms and Conditions set forth in this MOU may be terminated by any party upon written notice to the other at the address set forth below. Notice shall be sent to:

Executive Office of Health and Human Services
Office of Federal Finance and Revenue
1 Ashburton Place, 11th Floor
Boston, MA 02108

Local Education Agency Name _____

Local Education Agency Address _____

Local Education Agency Address _____

Attn:

Local Education Agency Contact _____

14. The Terms and Conditions may be amended at any time in writing, signed by all parties.
15. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
16. No provision of the Terms and Conditions is or shall be construed as being for the benefit of, or enforceable by, any third party.
17. Rights and obligations, which by their nature should survive or which these Terms and Conditions expressly states will survive, will remain in full force and effect following termination or expiration of this MOU. Notwithstanding the generality of the foregoing, the rights and duties under paragraph 12 survive the termination or expiration of this MOU.

Signed by the respective duly authorized representatives of the parties hereto.

**COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE
OFFICE OF HEALTH AND HUMAN SERVICES**

By: _____
EOHHS Authorized Signatory

Name: _____(Print)

Date: _____

By: _____
DESE Authorized Signatory

Name: _____(Print)

Date: _____

By: _____
DCF Authorized Signatory

Name: _____(Print)

Date: _____

_____(Name)

Local Education Agency Authorized Signatory

By: _____

Local Education Agency Authorized Signatory

Date: _____

Name: _____(Print)

Position: _____

Phone Number: _____

Email Address: _____

B. NEW BUSINESS (First Reading) (Refer to Second Reading 09/03/2026)

BARNSTABLE TOWN COUNCIL

ITEM# 2027-019
INTRO: 08/20/2026

2027-019 ORDER AUTHORIZING THE SCHOOL COMMITTEE TO ENTER INTO A CONTRACT WITH A TERM OF UP TO FIVE YEARS FOR A FOOD SERVICES MANAGEMENT COMPANY

ORDERED: That, pursuant to M.G.L. c. 30B, § 12(b), the Town Council does hereby authorize the School Committee to solicit, award and execute a contract with a term of up to five years for a food services management company, commencing in the summer of 2027.

SPONSOR: Mark S. Ells, Town Manager, at the request of the School Committee, through Superintendent Sara Ahern

DATE	ACTION TAKEN
_____	_____
_____	_____

- ____ Read Item
- ____ Rationale
- ____ Council Discussion
- ____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-019
INTRO: 08/20/2026

SUMMARY

TO: Town Council
THROUGH: Mark S. Ells, Town Manager
FROM: Chris Dwelley, Deputy Finance Director for School Operations; Superintendent Sara Ahern
DATE: July 30, 2026
SUBJECT: Order authorizing the School Committee to enter into a contract with a term of up to five years for a food services management company

BACKGROUND: The Barnstable Food Services Department through the School Committee is seeking authorization from the Town Council to permit the school department to seek a 5-year contract term for a food services management company when the district goes out to bid this Fall for a successor contract. The district is currently in its last year of a 5-year lease term for a food services management company that manages the district's food services.

State law forbids municipal contracts to exceed three years without the vote of the municipal legislative body. Furthermore, Section 401-130 of the Town of Barnstable Town Code requires that any contract in excess of three years including any renewal, extension, or option provision must be authorized by the Town Council prior to the solicitation of bids or proposals.

The 5-year contract term has been used by the school district in the past and has historically been advantageous as it has allowed the district to lock in favorable pricing that has been less than inflation and has allowed us to enter into agreements that are sometimes difficult to find vendors for. This 5-year contract term would be structured as an initial 1-year term, with the ability to renew for an additional period of up to 4 years at the discretion of the School Committee. Unlike some of our 10-year contract terms, federal regulations limit contracts between a school food authority and food service management company to 5 years.

Given the district's experience in the past, the School Committee is requesting that the Town Council vote to authorize the School Committee to solicit, award, and ultimately enter into a 5-year contract term with a food services management company.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, requests favorable action by the Town Council.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations; Madi Campagna, School Food Services Director; Amber Patterson, Chief Procurement Officer

B. NEW BUSINESS (First Reading) (Refer to Second Reading 09/03/2026)

BARNSTABLE TOWN COUNCIL

ITEM# 2027-020
INTRO: 08/20/2026

2027-020 ORDER AUTHORIZING THE SCHOOL COMMITTEE TO ENTER INTO A CONTRACT WITH A TERM OF UP TO TEN YEARS FOR REGULAR SCHOOL TRANSPORTATION

ORDERED: That, pursuant to M.G.L. c. 30B, § 12(b), the Town Council does hereby authorize the School Committee to solicit, award and execute a contract with a term of up to ten years for regular school bus transportation, commencing in the summer of 2027.

SPONSOR:Mark S. Ells, Town Manager, at the request of the School Committee, through Superintendent Sara Ahern

DATE	ACTION TAKEN
_____	_____
_____	_____

- ____ Read Item
- ____ Rationale
- ____ Council Discussion
- ____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-020
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells
THROUGH: Chris Dwelley, Deputy Finance Director for School Operations; Sara Ahern, Superintendent
DATE: August 20, 2026
SUBJECT: Order authorizing the School Committee to enter into a contract with a term of up to ten years for regular school transportation.

BACKGROUND: The Barnstable Public Schools Transportation Department through the School Committee is seeking authorization from the Town Council to permit the school department to seek a 10 year contract term for regular school bus transportation when the district goes out to bid this Fall for a successor contract. The district is currently in its last year of a 10-year lease term for regular school transportation.

State law forbids municipal contracts to exceed three years without the vote of the municipal legislative body. Furthermore, Section 401-130 of the Town of Barnstable Town Code requires that any contract in excess of three years including any renewal, extension, or option provision must be authorized by the Town Council prior to the solicitation of bids or proposals.

The 10-year contract term has been used by the school district in the past for bus parking as well as food service management company contracting. Historically the 10-year term has been advantageous for the district as it has allowed the district to lock in favorable pricing that has been less than inflation and has allowed us to enter into agreements that are sometimes difficult to find vendors for. This 10-year contract term would be structured as an initial 5-year term, with the ability to renew for an additional period of up to 5 years at the discretion of the School Committee.

Given the district's experience in the past, the School Committee is requesting that the Town Council vote to authorize the School Committee to solicit, award, and ultimately enter into a contract for a term of up to 10 years for regular school transportation.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, requests favorable action by the Town Council.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations; Sandy Gifford, School Transportation Director; Amber Patterson, Chief Procurement Officer

B. NEW BUSINESS (First Reading) (Refer to Second Reading 09/03/2026)

BARNSTABLE TOWN COUNCIL

ITEM# 2027-021
INTRO: 08/20/2026

2027-021 ORDER AUTHORIZING THE SCHOOL COMMITTEE TO ENTER INTO A LEASE WITH A TERM OF UP TO TEN YEARS FOR SCHOOL BUS PARKING

ORDERED:That, pursuant to M.G.L. c. 7C, § 38, and c. 30B, § 16, the Town Council does hereby authorize the School Committee or their designee to solicit proposals, award and execute a lease agreement with a term of up to ten years for school bus parking, commencing in the summer of 2027.

SPONSOR:Mark S. Ells, Town Manager, at the request of the School Committee, through Superintendent Sara Ahern

DATE	ACTION TAKEN
_____	_____
_____	_____

- ____ Read Item
- ____ Rationale
- ____ Council Discussion
- ____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-021
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Chris Dwelley, Deputy Finance Director for School Operations; Sara Ahern, Superintendent
DATE: August 20, 2026
SUBJECT: Order authorizing the School Committee to enter into a lease with a term of up to ten years for school bus parking.

BACKGROUND: The School Committee, through the Superintendent, is seeking authorization from the Town Council to authorize the School Committee or their designee to solicit proposals for, award and execute a 10-year lease of land to be used for bus parking when the district goes out to bid this Fall for a successor lease agreement. The district is currently in its last year of a 10-year lease term for bus parking.

Section 401-130 of the Town Code requires that any contract in excess of three years including any renewal, extension, or option provision must be authorized by the Town Council prior to the solicitation of bids or proposals.

The 10-year lease term has been used by the school district in the past for regular transportation bus contracting as well as food service management company contracting. Historically the 10-year lease term has been advantageous for the district as it has allowed the district to lock in favorable pricing that has been less than inflation and has allowed us to enter into agreements that are sometimes difficult to find vendors for. This 10-year lease term would be structured as an initial 5-year lease, with an extension of up to 5 years at the discretion of the School Committee.

Given the district's experience in the past, the School Committee is requesting that the Town Council vote to authorize the School Committee to solicit proposals, award, and ultimately enter into a lease of up to 10 years of land to be used for school bus parking.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, requests favorable action by the Town Council.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations; Sandy Gifford, School Transportation Director; Amber Patterson, Chief Procurement Officer

B. NEW BUSINESS (May be acted upon) (May be acted upon)

BARNSTABLE TOWN COUNCIL

ITEM# 2027-022
INTRO: 08/20/2026

**2027-022 RESOLVE TO FILL A SECOND VACANCY ON THE TOWN COUNCIL AT
THE SPECIAL ELECTION SCHEDULED TO BE HELD ON OCTOBER 13, 2026**

RESOLVED: That the Town Council hereby declares that a vacancy currently exists in the office of Town Councilor, Precinct 1, and that said seat shall be filled for the balance of the unexpired term at the special election to be held on October 13, 2026.

SPONSOR:Craig A. Tamash, Town Council President

DATE	ACTION TAKEN
_____	_____
_____	_____

- ____ Read Item
- ____ Rationale
- ____ Council Discussion
- ____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-022
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Ann Quirk, Town Clerk
DATE: August 20, 2026
SUBJECT: Resolve to fill a second vacancy on the Town Council at the special election scheduled to be held on October 13, 2026

BACKGROUND: Due to the resignation of Councilor Gordon Starr (Precinct 1), effective July 29, 2026, a vacancy exists on the Town Council.

Section 2-5 of the Town Charter provides that if a vacancy occurs in the office of councilor “during the first forty-four months of a term, it shall be filled by a special election. If a regular town election is scheduled to be held within 120 days, but more than fifty days, after the date vacancy occurs, it shall be filled by a special election within that regular election; otherwise, the council shall schedule a special election to be held as soon as is practical to fill the vacancy for the balance of the unexpired terms.”

There is no upcoming regular town election within this timeframe, and a special election has already been scheduled for October 13, 2026, to fill the vacant seat for Precinct 13. Accordingly, this new vacancy also will be filled at the October 13th special election.

FISCAL IMPACT: The cost associated with this election includes printing ballots, programming tabulator disks and the poll workers. Each precinct is estimated to cost \$4,000 and funding is included in the fiscal year 2027 operating budget.

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

STAFF ASSISTANCE: Karen L. Nober, Town Attorney

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

BARNSTABLE TOWN COUNCIL

ITEM #2027-023
INTRO: 08/20/2026

2027-023 AUTHORIZATION TO CONTRACT FOR AND EXPEND A STATE FISCAL YEAR 2027 STATE 911 DEPARTMENT PSAP LEADERSHIP SCHOLARSHIP GRANT IN THE AMOUNT OF \$13,000 FROM THE COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a State Fiscal Year 2027 State 911 Department Public Safety Answering Point (PSAP) Leadership Scholarship Grant in the amount of **\$13,000** from the Commonwealth of Massachusetts, Executive Office of Public Safety for the purpose of advanced 911 Communications Center Manager Training.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM #2027-023
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Jean B Challies, Chief of Police
DATE: August 20, 2026
SUBJECT: Authorization to contract for and expend a State Fiscal Year 2027 State 911 Department PSAP Leadership Scholarship grant in the amount of **\$13,000** from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security

BACKGROUND: Dispatch Coordinator Haley Hollander of the Barnstable Police Department applied for and was awarded a State Fiscal Year 2027 State 911 Department PSAP Leadership Scholarship Grant in the amount of \$13,000 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security.

With these grant funds, Disp. Coordinator Hollander will attend the Communications Center Manager Program located in San Antonio, Texas. This program provides a comprehensive foundation of leadership theory, practice and case studies with a curriculum that covers human resources, finance, customer and media relations, operations, personal development, legal issues, administration, managing technology and emerging issues. All materials presented have immediate application in the communication center.

ANALYSIS: Attending the Communications Center Manager Program will strengthen the department's leadership capacity by equipping the Dispatch Coordinator with advanced management and operational skills directly applicable to daily communications center operations. The curriculum ensures improved education of key areas like human resources, technology, finance, and media relations, leading to more efficient emergency communications management. Investing in leadership development also supports long-term organizational stability, improving the quality of service for both the department and the community it serves.

FISCAL IMPACT: This is a reimbursement grant in which the department will be reimbursed for the eligible costs such as salary and overtime costs for the participant, course fees, airfare, lodging, meals and other expenses associated with attending this scholarship program.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, recommends acceptance of this grant.

STAFF ASSISTANCE: Jean B Challies, Chief of Police; Alita Hazel, Grant Coordinator/Alarm Program Administrator

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

BARNSTABLE TOWN COUNCIL

ITEM #2027-024
INTRO: 08/20/2026

2027-024 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FEDERAL FISCAL YEAR 2025 EDWARD J. BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$23,886.68 FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Federal Fiscal Year 2025 Edward J. Byrne Memorial Justice Assistance Grant in the amount of **\$23,886.68** from the U.S. Department of Justice, Office of Justice Programs for the purpose of purchasing training and firearms equipment.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- ____ Read Item
- ____ Rationale
- ____ Council Discussion
- ____ Vote

BARNSTABLE TOWN COUNCIL

ITEM #2027-024
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Jean B Challies, Chief of Police
DATE: August 20, 2026
SUBJECT: Authorization to contract for and expend a Federal Fiscal Year 2025 Edward J. Byrne Memorial Justice Assistance grant in the amount of **\$23,886.68** from the U.S. Department of Justice, Office of Justice Programs

BACKGROUND: The Police Department applied for and was awarded a Federal Fiscal Year 2025 Edward J. Byrne Memorial Assistance Grant in the amount of \$23,886.68 from the Department of Justice Office of Justice Programs.

With these grant funds, the Barnstable Police Department will improve its training program by purchasing updated equipment. This training equipment includes training Automated External Defibrillators (AEDs), Simulation (SIMS) firearms and optics, and SIMS training protective gear for safety purposes. These tools will help officers build important skills in both emergency medical response and realistic, scenario-based training.

By upgrading its training equipment, the department aims to better prepare their officers and improve safety for both police and the community. Increasing capacities for in-house training will also allow for cost-savings on training and allows officers more opportunities to practice.

The Barnstable Police Department additionally intends to utilize the funds for the equipment purchase of suppressors for department rifles as well as vented charging handles. These equipment upgrades align with the department's goals in officer safety, risk reduction and responsible firearm use.

ANALYSIS: Upgrading training equipment will give officers more realistic, hands-on practice, which directly improves preparedness for both emergency medical situations and high risk encounters. Enhanced in-house training capacity reduces costs and increases the frequency of skill development, strengthening overall operational readiness. Additionally, firearm safety improvements like suppressors and vented charging handles help reduce risk, supporting safer and more controlled training and field operations.

FISCAL IMPACT: This is a reimbursement grant in which the Department will be reimbursed for the purchase of the equipment after the items have been purchased.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, recommends acceptance of this grant.

STAFF ASSISTANCE: Jean B Challies, Chief of Police; Alita Hazel, Grant Coordinator/Alarm Program Administrator

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

BARNSTABLE TOWN COUNCIL

ITEM #2027-025
INTRO: 08/20/2026

2027-025 RESOLVE DELEGATING TO THE TOWN COUNCIL PRESIDENT THE AUTHORITY TO DESIGNATE A MODERATOR TO PRESIDE OVER AND REGULATE THE SPECIAL TOWN COUNCIL MEETING/OPEN MEETING OF THE VOTERS SCHEDULED FOR SEPTEMBER 10, 2026

RESOLVED: That the Town Council does hereby delegate to the Town Council President the authority to designate a moderator to preside over and regulate the proceedings of the Special Town Council Meeting/Open Meeting of the Voters to be held on September 10, 2026, pursuant to Section 8-9 of the Town Charter.

SPONSOR: Craig A. Tamash, Town Council President, Precinct 4

DATE	ACTION TAKEN
_____	_____
_____	_____

- ____ Read Item
- ____ Rationale
- ____ Council Discussion
- ____ Vote

BARNSTABLE TOWN COUNCIL

ITEM #2027-025
INTRO: 08/20/2026

SUMMARY

TO: Town Council
FROM: Craig A. Tamash, Town Council President
THROUGH: Karen L. Nober, Town Attorney
DATE: August 20, 2026
SUBJECT: Resolve delegating to the Town Council President the authority to designate a moderator to preside over and regulate the Special Town Council/Open Meeting of the Voters scheduled for September 10, 2026

RATIONALE: The Town has received a citizens petition pursuant to Section 8-9 of the Town Charter requesting a meeting of the voters to discuss the five topics listed on the petition (see attached). The required number of signatures has been certified by the Town Clerk.

Section 8-9 of the Charter provides as follows:

Section 8-9. Open Meeting of the Voters

The Town Council may call meetings of the voters of the town. Upon the request in writing of three hundred voters setting forth the purpose (the specific purposes) thereof, the town council shall call a meeting of the voters. The president of the town council or other designee of the town council shall preside and regulate the proceedings of such meetings. The president of the council shall cause the attendance of town officials and employees necessary to respond to the issues and concerns raised by petitioners.

The Town Council President has scheduled an in person meeting to be held on Thursday, September 10, 2026, from 6:00-9:00 pm at Barnstable High School. The proposed resolve would delegate to the Town Council President the authority to designate a moderator to preside over and regulate the proceedings of the meeting.

FISCAL IMPACT: None

STAFF ASSISTANCE: Karen L. Nober, Town Attorney

PETITION

TOWN OF BARNSTABLE

SUBJECT OR SUBJECTS REQUESTED

(To be filled in by petitioners. If space is insufficient, attach additional page of description to each petition form before signatures are gathered.)

Subject or Subjects Requested:

Pursuant to Section 8-9 of the Barnstable Town Charter, Citizens of the Town of

Barnstable Petition the Town Council for an Open Meeting of the Voters to
Discuss the Following Issues:

The signers of this petition request an in-person (hybrid if possible) open meeting of the full Town Council, the Town Manager and any appropriate department heads and/or personnel to discuss the voters' questions and/or concerns regarding the proposed relocation of the St Joseph's shelter located at 77 Winter St. Hyannis Mass to 460 West Main St Hyannis Mass. Topics to be discussed shall include, but not be limited to the following:

Concerns and issues focus on:

- (1) Creating a municipal Human Services Department;
- (2) Decentralizing regional homeless services across the Cape;
- (3) Quantifying the police, fire, and business impacts of shelters;
- (4) Reclaiming policy control from non-profits; and
- (5) Implementing PILOT agreements.

NER
ION

INSTRUCTIONS TO SIGNERS

For your signature to be valid, you must be a registered voter in the town
and your signature should be written substantially as registered. Do NOT

SIGNER'S STATEMENT

We, the undersigned, are qualified voters of the Town