



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
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TOWN COUNCIL MEETING
September 03, 2026
6:00pm

Original posted
8/28/2026@ 2:07 updated
@ 3:21pm to add a date in
the Index to Item #2027-
031. Updated on
09/03/2026 to correct the
vote on Item 2027-033

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

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

The September 03, 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. **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**

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/88315936354> Meeting ID: 883 1593 6354
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: August 20, 2026**

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

- **Mark Milne, Director of Finance - Fiscal Policy and Revenue Strategy - Overview of Debt Exclusion and Water Infrastructure Investment Fund for financing the Comprehensive Wastewater Management Plan**

9. ORDERS OF THE DAY

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

10. ADJOURNMENT

NEXT REGULAR MEETING: September 17, 2026

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2027-026	Appointments to a Board/Committee/Commission: Licensing Authority: John Murphy from an associate position to a full member position to a term expiring 06/30/2029; Hyannis Main Street Waterfront Historic District Commission: Conrad Watson from an alternate member to a full member position, to a term expiring 06/30/2028 (First Reading) (Refer to Second Reading 09/17/2026) 19	19
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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# 2027-018

INTRO: 08/20/2026, 09/03/2026

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

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# 2027-018

INTRO: 08/20/2026, 09/03/2026

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: _____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-019

INTRO: 08/20/2026, 09/03/2026

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, 09/03/2026

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

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-020

INTRO: 08/20/2026, 09/03/2026

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, 09/03/2026

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

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-021

INTRO: 08/20/2026, 09/03/2026

**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, 09/03/2026

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 (First Reading) (Refer to Second Reading
09/17/2026)**

BARNSTABLE TOWN COUNCIL

**ITEM# 2027-026
INTRO: 09/03/2026**

2027-026 APPOINTMENTS TO A BOARD/COMMITTEE/COMMISSION

RESOLVED: That the Town Council appoints the following individuals to a multiple-member Board/Committee/Commission: **Licensing Authority:** John Murphy from an associate position to a full member position to a term expiring 06/30/2029; **Hyannis Main Street Waterfront Historic District Commission:** Conrad Watson from an alternate member to a full member position, to a term expiring 06/30/2028

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

DATE	ACTION TAKEN
_____	_____
_____	_____

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

B. NEW BUSINESS (Refer to a Public Hearing 09/17/2026)

BARNSTABLE TOWN COUNCIL

ITEM# 2027-027
INTRO: 09/03/2026

2027-027 APPROPRIATION ORDER IN THE AMOUNT OF \$90,000 FROM THE CAPITAL TRUST FUND AND AUTHORIZATION TO CONTRACT FOR AND EXPEND A GRANT IN THE AMOUNT OF \$317,500 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR THE DESIGN AND CONSTRUCTION OF THE ROSA LANE FISH PASSAGE IMPROVEMENTS PROJECT

ORDERED: That the amount of **\$90,000** be appropriated from the Capital Trust Fund for the purpose of funding the Rosa Lane Fish Passage Improvements Project, including the payment of costs incidental or related thereto; and that the Town Manager is authorized to contract for and expend the appropriation made available for these purposes; and that the Town Manager is further authorized to contract for and expend a Fiscal Year 2027 United States Department of Agriculture, Natural Resources Conservation Service Grant in the amount of **\$317,500** for design and construction of the Rosa Lane Fish Passage Improvements Project.

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-027
INTRO: 09/03/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Daniel W. Santos, P.E., Director of Public Works
DATE: September 03, 2026
SUBJECT: Appropriation Order in the amount of **\$90,000** from the Capital Trust Fund and authorization to contract for and expend a grant in the amount of **\$317,500** from the United States Department of Agriculture, Natural Resources Conservation Service for the design and construction of the Rosa Lane Fish Passage Improvements Project

BACKGROUND: This project will design, permit, and complete construction to replace an existing culvert on Rosa Lane with a larger culvert for the purpose of improving passage for river herring along the Marstons Mills River on their way to spawn in Middle Pond and Mystic Lake.

The Town Council previously appropriated \$225,000 (Order 2023-078) for the purpose of design and permitting for the Rosa Lane Fish Passage Improvement Project. Additionally, the Town Council has previously authorized (2024-026) the acceptance of a \$400,000 grant from the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), for the design, construction administration, construction. During design development, it has become clear that supplemental funding is necessary to complete the project. As a result, NRCS has agreed to provide a supplemental grant in the amount of \$317,500 to cover increased design, construction, and construction administration costs for a total grant amount of \$717,500.

The Town must provide a 25% non-federal match to the NRCS grant. In addition, the Town is solely responsible for the costs of permitting and any additional costs necessary to complete the project. This order includes an appropriation of \$90,000 in supplemental funds to cover these additional costs.

ANALYSIS: This grant will enable completion of the design and construction of the Rosa Lane culvert replacement to improve fish passage in partnership with the NRCS and Cape Cod Conservation District under the Watershed Flood Prevention Operations (WFPO) Program's Cape Cod Water Resources Restoration Project.

FINANCIAL IMPACT: This is a reimbursement grant. The Town must expend the funds upfront and subsequently submit for reimbursement. The Town's matching funds for this project will be provided from the Capital Trust Fund which has an available balance of \$10,054,082.

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

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

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-028
INTRO: 09/03/2026

2027-028 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FISCAL YEAR 2027 JAIL/ARREST DIVERSION PROGRAM COMPONENT GRANT IN THE AMOUNT OF \$80,000 FROM THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF MENTAL HEALTH

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Fiscal Year 2027 Jail/Arrest Diversion Program Component grant in the amount of **\$80,000** from the Commonwealth of Massachusetts, Department of Mental Health for the purpose of funding costs to support police jail diversion programs, trainings, outreach and stakeholder engagement, as well as funding a portion of the costs of the Community Service Officer program.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-028
INTRO: 09/03/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Jean B Challies, Chief of Police
DATE: September 03, 2026
SUBJECT: Authorization to contract for and expend a Fiscal Year 2027 Jail/Arrest Diversion Program Component grant in the amount of **\$80,000** from the Commonwealth of Massachusetts, Department of Mental Health

BACKGROUND: Since initially awarded a Department of Mental Health grant in 2014, the Community Impact Unit has successfully established an innovative Jail Diversion Program and Community Crisis Intervention Team designed to divert persons in mental health and/or substance abuse crisis away from the Criminal Justice System and towards appropriate services and support by using a collaborative inter-agency approach. Additionally, our summer Community Service Officer Program has been very successful in assisting the Community Impact Unit in serving persons in mental health and/or substance abuse crisis, while at the same time improving quality of life issues for the residents, businesses, and the overall community of the Town of Barnstable.

ANALYSIS: Acceptance of this grant will enable the department to continue to divert individuals in crisis away from the criminal justice system by funding the continuation of additional outreach by the Community Impact Unit, the Community Service Officer Program, and providing critical training on Mental Health First Aid.

FISCAL IMPACT: This is a reimbursement grant for \$80,000 where all costs will initially be paid for by the Barnstable Police Department and then subsequently submitted for reimbursement by the Department of Mental Health. All costs associated with this grant cycle must be completed by June 30, 2027.

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# 2027-029
INTRO: 09/03/2026

2027- 029 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FISCAL YEAR 2027 JAIL/ARREST DIVERSION PROGRAM CO-RESPONDER GRANT IN THE TOTAL AMOUNT OF \$97,000 FROM THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF MENTAL HEALTH

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Fiscal Year 2027 Jail/Arrest Diversion Program Co-Responder Grant from the Commonwealth of Massachusetts, Department of Mental Health in the amount of **\$97,000** for the purpose of funding the cost of one full-time licensed clinician as part of the Barnstable Police Department’s Co-Response Jail Diversion Program.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- _____ Read Item
- _____ Rationale
- _____ Council Discussion
- _____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-029
INTRO: 09/03/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Jean B Challies, Chief of Police
DATE: September 03, 2026
SUBJECT: Authorization to contract for and expend a Fiscal Year 2027 Jail/Arrest Diversion Program Co-Responder grant in the amount of **\$97,000** from the Commonwealth of Massachusetts, Department of Mental Health

BACKGROUND: The Department has been awarded a grant from the Massachusetts Department of Mental Health in the amount of \$97,000 with the intent to hire one full-time clinician, as well as an external clinical supervisor, for our Co-Response Jail Diversion Program. The licensed clinician will respond to calls with officers as well as provide essential follow-up services. The goal of the Jail Diversion Program will be to divert individuals suffering from mental health related issues away from the criminal justice system and from the Cape Cod Hospital Emergency Department when appropriate. The co-responder program closely mirrors the goals and mission of the Department of Mental Health, which is to provide early intervention to individuals in a mental health crisis in lieu of an arrest. The presence of the clinician promotes access to timely and immediate mental health intervention.

ANALYSIS: Acceptance of this grant will enable the department to fund the full pay of a licensed mental health clinician in order to provide a timely response to individuals in crisis. The long-term goals for the Barnstable Jail Diversion Program include increasing access to arrest and jail diversion options and reducing the number of unnecessary transports to the emergency department.

FISCAL IMPACT: This is a reimbursement grant for \$97,000 where all costs will initially be paid for by the Barnstable Police Department and then subsequently submitted for reimbursement by the Department of Mental Health. All costs associated with this grant cycle must be completed by June 30, 2027.

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# 2027-030
INTRO: 09/03/2026

2027- 030 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FEDERAL FISCAL YEAR 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT IN THE AMOUNT OF \$13,950 FROM THE MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Federal Fiscal Year 2025 Emergency Management Performance Grant in the amount of **\$13,950** from the Massachusetts Emergency Management Agency for the purpose of purchasing a remote message board trailer.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-030
INTRO: 09/03/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Jean B Challies, Chief of Police
DATE: September 03, 2026
SUBJECT: Authorization to contract for and expend a Federal Fiscal Year 2025 Emergency Management Performance grant in the amount of **\$13,950** from the Massachusetts Emergency Management Agency

BACKGROUND: The Police Department applied for and was awarded a Federal Fiscal Year 2025 Emergency Management Performance Grant in the amount of \$13,950 from the Massachusetts Emergency Management Agency for the intent of preparing for critical incidents or natural disasters.

A challenge of the Barnstable Police Department during critical incidents is the ability to quickly communicate a relay messages to the community. To aid in resolving this problem, the department will purchase a remotely updateable message board that would provide the police department with a critical public safety communication tool during emergencies, severe weather events, traffic incidents, evacuations and other critical incidents.

ANALYSIS: Placing the trailer in strategic locations would allow authorized personnel to instantly update messages from remote locations. Real-time messaging such as road closures, evacuation routes, shelter information and emergency warnings would improve public awareness, reduce traffic congestion and has the capability to improve overall incident management.

FISCAL IMPACT: The total cost of the signboard is \$19,474.31. This is a reimbursement grant in which the Department will be reimbursed \$13,950 after the equipment has been purchased. The remaining amount of \$5,524.31 will be paid for directly from the department's budget.

This grant requires a 100% match, which is met via the department's contribution to the payment of the trailer, as well as a portion of the salary paid to the Town of Barnstable Emergency Manager. All costs associated with this grant must be completed by June 30, 2027.

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# 2027-031
INTRO: 09/03/2026

2027-031 RESOLVE SELECTING OCTOBER 27, 2026 FOR AN OPEN MEETING OF THE VOTERS

RESOLVED:That the Town Council does hereby select October 27, 2026 as the date for the Open Meeting of the Voters, which was requested in accordance with Section 8-9 of the Town Charter by petition of the voters received by the Town Clerk on May 15, 2026.

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

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-031
INTRO: 09/03/2026

SUMMARY

TO: Town Council
FROM: Town Council President Craig A. Tamash
SUBJECT: Resolve selecting October 27, 2026 for an Open Meeting of the Voters
DATE: September 03, 2026

RATIONALE: Section 8-9 of the Town Charter provides that the Town Council shall call a meeting of the voters upon the request in writing of three hundred voters setting forth the specific purposes of the meeting. Section 8-9 further provides that the President of the Council shall cause the attendance of town officials and employees necessary to respond to the issues and concerns raised by the petitioners.

On May 15, 2026, the Town Clerk received a petition requesting an Open Meeting of the Voters to discuss the topics listed in said petition, a copy of which is attached. The Town Clerk has certified the required number of signatures.

This item seeks a vote of the Council to select a date for the Open Meeting of the Voters.

This item proposes Tuesday, October 27, 2026, as the date of the meeting. Other potential dates in October include October 26th or October 28th. All of these dates are based on the availability of the Performing Arts Center at Barnstable High School for the meeting location.

FISCAL IMPACT: An audio technician and audio equipment will be needed for the meeting at an estimated cost of \$3,686. The cost will be covered by the Town Council Fiscal Year 2027 Operating Budget.

STAFF SUPPORT: Karen L. Nober, Town Attorney

The Commonwealth of Massachusetts

DATE and TIME this paper received
by Registrar.
15 MAY '26 AM 10:32
BARNSTABLE TOWN CLERK

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
..... signature should be written substantially as registered. Do NOT

SIGNER'S STATEMENT

We, the undersigned, are qualified voters of the Town

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-032
INTRO: 09/03/2026

2027-032 RESOLVE TO TERMINATE THE TOWN’S RELATIONSHIP WITH FLOCK GROUP, INC. AND DISCONTINUE USE OF FLOCK LICENSE PLATE READERS

RESOLVED: That the Town Council does hereby direct the Town Manager, in consultation with the Town Attorney’s Office, to terminate as expeditiously as possible the Town’s relationship with Flock Group, Inc. (Flock) for the use of Flock License Plate Readers (LPRs) by the Police Department; provided that any future use of any type of LPR, whether referred to as Automated or Automatic License Plate Readers or Recognition, or the like, by the Police Department shall require prior Town Council approval; provided further, that the Police Department shall work with Flock to have the Flock LPRs promptly deactivated and removed from their locations within the town.

SPONSOR: Councilor Seth W. Burdick, Precinct 7

DATE	ACTION TAKEN
_____	_____
_____	_____

- _____ Read Item
- _____ Rationale
- _____ Council Discussion
- _____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2027-032
INTRO: 09/03/2026

TO: Town Council
FROM: Councilor Seth Burdick
SUBJECT: Resolve to terminate the Town's relationship with Flock Group, Inc. and discontinue use of Flock License Plate Readers
DATE: September 03, 2026

RATIONALE: Flock License Plate Readers (LPRs) are automated camera systems that capture and record photos and details of passing vehicles. LPRs are a law enforcement tool used by police departments throughout Massachusetts and the country to locate missing persons and stolen vehicles and track down suspects. There are currently four (4) Flock LPRs in the Town of Barnstable.

Concerns regarding the use of this technology and the potential for misuse have been raised by civil liberties groups and by citizens. Those concerns include the arguments that these camera networks have the ability to track the movements of citizens without a warrant, the potential for the use of these camera networks by police in other jurisdictions in other states for purposes that are illegal in Massachusetts, concerns regarding how data is retained and shared and the need for safeguards to ensure that police officers are using such technology for proper law enforcement purposes. A number of cities and towns in Massachusetts have recently taken steps to discontinue their use of this technology.

This item, if approved, would direct the Town Manager to work in consultation with the Legal Department to terminate the Town's relationship with the Flock Group, Inc. and to work with Flock to deactivate and remove the Flock LPRs in the Town. Future use of LPRs would require prior Town Council approval.

FISCAL IMPACT: There may be costs associated with terminating the Town's relationship with Flock. Those costs are unknown at this time.

STAFF SUPPORT: Karen L. Nober, Town Attorney

B. NEW BUSINESS (May be acted upon) (2/3 Vote)

BARNSTABLE TOWN COUNCIL

ITEM# 2027-033
INTRO: 09/03/2026

2027-033 ORDER AUTHORIZING A DEBT EXCLUSION QUESTION TO BE PLACED ON THE BALLOT AT A SPECIAL TOWN ELECTION TO BE HELD ON MAY 4, 2027

ORDERED: That the Town Council does hereby authorize the placement of the following debt exclusion question on the ballot at a special municipal election to be held on May 4, 2027:

Shall the Town of Barnstable be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued for the purpose of paying costs of the town’s Comprehensive Wastewater Management Plan which will expand the public sewer collection system including the projects referred to as the Bearse’s Way Sewer Expansion, Great Marsh Road Sewer Expansion, Huckins Neck Sewer Expansion, Long Beach Area Sewer Expansion, Old Craigville Road Sewer Expansion, Old Yarmouth Road Sewer Expansion, Osterville Woods Sewer Expansion, and the Prince Cove Sewer Expansion?

Yes ____ No ____

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

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2027-033
INTRO: 09/03/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
SUBJECT: Order authorizing a debt exclusion question to be placed on the ballot at a Special Town Election to be held on May 04, 2027
DATE: September 03, 2026

RATIONALE: In Fiscal Year 2028, the Town of Barnstable will be entering its seventh year for the expansion of the public sewer system in compliance with the town's Comprehensive Wastewater Management Plan. A total of \$391 million in projects has been authorized to date, including the projects encompassed in the Fiscal Year 2027 Capital Budget. Most of the project costs are financed with loans, which then become part of future operating budgets when the town must begin paying them back. In addition, the implementation of the program is managed in-house with a dedicated staff of more than 20 employees. The town has created and dedicated several funding sources to pay for the staffing and operating costs, including the projected loan payments on all projects authorized to date. The anticipated loan payments that will be issued to finance the project costs included in the Fiscal Year 2028 through Fiscal Year 2031 capital plan exceed the available resources created and dedicated, resulting in the ask for a debt exclusion vote so that the loan payments can be added to future tax levies.

FISCAL IMPACT: The loans on these projects are expected to be financed with State Revolving Loan Fund (SRF) monies. During the period of construction, the state finances the project costs with a 0% short-term loan. Subsequently, the short-term loan is converted to a long-term loan with an interest rate estimated to be 0.2%, and the town begins paying the loan back. Principal subsidies from the SRF and the Cape and Islands Water Protection Fund are also anticipated, which should reduce the loan payments, but the amounts are unknown at this time. The first loan payments are expected to be added to the Fiscal Year 2032 or Fiscal Year 2033 budgets and tax levies depending upon the SRF's financing schedule. The additional taxing authorized by a debt exclusion to pay the loans expires when the loans are paid off.

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