



LANCASTER SELECT BOARD AMENDED*

Regular Meeting Agenda via ZOOM

Prescott Building – Nashaway Room

Monday, March 6, 2023

6:00 P.M.

In accordance with the Open Meeting Law, please be advised that this meeting is being recorded and broadcast over Sterling-Lancaster Community TV

I. CALL TO ORDER

Chair Stephen J. Kerrigan will call the meeting to Order at 6:00 P.M.

Town of Lancaster is inviting you to a scheduled Zoom meeting.

Topic: Select Board Meeting

Time: Mar 6, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88240558095>

Meeting ID: 882 4055 8095

One tap mobile

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+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

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Meeting ID: 882 4055 8095

Find your local number: <https://us02web.zoom.us/j/88240558095>

Additional materials for Select Board meetings are available at:

<https://www.ci.lancaster.ma.us/administration-select-board/pages/meeting-materials>

Residents Have the Ability to Ask Questions via ZOOM.

II. APPROVAL OF MEETING MINUTES

Review and take action on the following Select Board's Meeting Minutes: February 28, 2023



LANCASTER SELECT BOARD AMENDED*

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Prescott Building – Nashaway Room

Monday, March 6, 2023

6:00 P.M.

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III. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

IV. BOARDS, COMMITTEES AND DEPARTMENT REPORTS - NONE

V. PUBLIC COMMENT

Opportunity for the public to address their concerns, make comment and offer suggestions on operations or programs, except personnel matters. Complaints or criticism directed at staff, volunteers, or other officials shall not be tolerated.

VI. TOWN ADMINISTOR REPORT

VII. ADMINISTRATION, BUDGET, AND POLICY (Vote may be taken)*

1. Finalize FY2024 Budget Figures for Annual Town Meeting Warrant
 - a. Updated figures post Select Board & Finance Committee Budget Meeting
 - b. Updated figures post Nashoba Regional School District Meeting
 - c. Minuteman High School FY24 Superintendent Recommended Budget*
 - d. Schedule dates for public forums
2. Review Nashoba Valley Regional Dispatch District Agreement
3. Discussion to hire an investigator for a Human Resource matter (Kerrigan)

VIII. APPOINTMENTS AND RESIGNATIONS - NONE

IX. COMMUNICATIONS

- Select Board's next Regular Meeting will be held on Monday, March 27, 2023 at 6:00pm
- Miscellaneous Correspondence & Memorandums

X. ON GOING PROJECTS & OLD BUSINESS

XI. ADJOURNMENT

II. APPROVAL OF MEETING MINUTES



**LANCASTER SELECT BOARD
Regular Meeting Minutes
of Monday, February 27, 2023
5:30 P.M.**

Nashaway Meeting Room, 2nd Floor, Prescott Building, 701 Main Street, Lancaster MA

I. CALL TO ORDER

Chairman Stephen J. Kerrigan called the meeting to order at 5:30PM in the Nashaway Meeting Room on the second floor in the Prescott Building, 701 Main Street, Lancaster, MA. He advised that the meeting was being recorded via ZOOM, and is being broadcast by Sterling Lancaster Community Television. *Additional materials for Select Board meetings are available at <https://www.ci.lancaster.ma.us/administration-select-board> > Meeting Materials.*

Join Zoom Meeting: <https://us02web.zoom.us/j/82694693842>
Meeting ID: 826 9469 3842

Roll call vote taken, Jason A. Allison, present, Alexandra W. Turner, present, Stephen J. Kerrigan, present. Also present, Kate Hodges, Town Administrator.

II. APPROVAL OF MEETING MINUTES

Ms. Turner moved to approve the minutes of February 6, 2023, and February 13, 2023. Mr. Allison seconded the motion *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

III. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

IV. BOARDS, COMMITTEES, AND DEPARTMENT REPORTS - NONE

V. PUBLIC COMMENT PERIOD

Opportunity for the public to address their concerns, make comments, and offer suggestions on operations or programs, except personnel matters. Complaints or criticism directed at staff, volunteers, or other officials shall not be tolerated.

No public comment was offered.

VI. TOWN ADMINISTRATOR REPORT

1. Update regarding Memorial School property restriction and potential uses

Ms. Hodges has forwarded all documentation from the Memorial School Reuse Committee as well as additional documentation to Town Counsel, authorizing Counsel to spend up to four hours to investigate property restrictions and potential uses. She anticipates a response by the meeting of March 20.

2. Recruitment/Staffing Updates

Ms. Hodges reported that candidates are being sought for the “revamped” Assistant Town Clerk position. This person will also be an Information Officer, managing social media and helping the Town to be more of a presence in online and written word as well as traditional Assistant Town Clerk duties. The budget will be modified to reflect this change.

3. Other Department Updates

No reports.

VII. ADMINISTRATION, BUDGET, AND POLICY

1. First Church Inter-Agency Agreement – proposal/discussion (taken out of order)

George Frantz explained that the First Church of Christ (The Bullfinch Church) has a historic clock on the belltower; historically it has been the responsibility of the Town to maintain the clock, purchased by the Town, while the church winds the clock and takes care of day-to-day operation. The clock has wooden gears that need some maintenance. Ms. Hodges recommends that costs related to the clock be assigned to General Maintenance. Mr. Frantz will forward estimates for annual maintenance. Mr. Allison asked where liability lies; it has been carried under the church’s umbrella policy for many years, but ownership and responsibility is murky; Mr. Frantz will provide more information. Resident Martha Moore contributed some historical information. Questions were raised about whether the Town or the Church own the clock, which pre-dates the separation of church and state. Mr. Allison suggested that after investigation, a solution might be for the Town to donate the clock to the Church.

2. The Board of Assessors (Turner)

Ms. Turner noted that the meeting with the Board of Assessors that set the tax rate was very productive. She stated that there was confusion about the “nuts and bolts” of tax bills and property assessments and would like to meet again to discuss this. Mr. Kerrigan and Mr. Allison both reported having no citizens contact them with questions and think that questions should be directed to the Assessors’ Office.

3. Public Records (Turner)

Ms. Turner would like to have results of Public Records Requests published online in the hopes of making Public Records requests more visible to the public. Mr. Kerrigan objected, stating that he does not see a problem that the Board might solve. Discussion continued with no resolution.

4. Lancaster Municipal Aggregation – Request for Proposal (RFP) planning

Mr. Kerrigan recognized Mark Cappadona of Colonial Power Group who spoke about “next steps” for municipal aggregation. The current contract will expire in December 2023. Mr. Allison moved to authorize Town Administrator Kate Hodges to act on behalf of the Town regarding the RFP for Municipal Aggregation. Ms. Turner seconded the motion. Ms. Turner noted that Lancaster does have an Energy Commission that should be used to assist in drafting the RFP, and if the Commission is not being used then perhaps it should be disbanded. Ms. Hodges noted that the Town has a consultant performing the duties that Ms. Turner had suggested might be done by the Commission. Mr. Kerrigan suggested that that Energy Commission could bring their recommendations to Ms. Hodges as part of the process, and that this was not part of the determination as to whether Ms. Hodges had authority to prepare the RFP. Mr. Cappadona explained his role as an energy broker. Ms. Turner asked if it were an option for Ms. Hodges and the Energy Commission to look at other energy brokers; Colonial Power has a contract with Colonial Power until December 2023. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

5. Update One Day Liquor License Fees, effective 7/1/23

Ms. Hodges explained that the only change would be to the dollar amount; for some reason, to date, a beer and wine license is more expensive than an all-alcohol license. This has not been updated for at least fifteen years. The proposed fee would be a flat \$100 regardless of the type of alcohol served. Mr. Allison moved to accept the proposed One Day Liquor License Fees effective July 1, 2023. Ms. Turner seconded the motion. Mr. Kerrigan clarified that the new fee would be in place for events after July 1 regardless of when the application is received. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

6. Update Ambulance Fees, effective 7/1/23

Fire Chief Michael Hanson explained that ambulance fees have not been increased since 2014, at which time they were raised from \$500 to \$731 for a basic ambulance call. In District 8, of which Lancaster is one of 24 area towns, the average fee is approximately \$1,100. Chief Hanson is recommending a change to \$1,131.00 and would like to increase the mileage from \$28.00 to \$33.00 as seen in other communities. Mr. Allison moved to change the ambulance fee to \$1,131.00 and the mileage to \$33.00 per mile. Mr. Allison asked why the rate would not be higher; Chief Hanson explained that the difference between Medicare reimbursement and the patients’ out of pocket costs might be a problem for some residents. Ms. Turner asked if the Chief had the ability to work with residents who cannot afford ambulance services; Chief

Hanson confirmed that yes, he can work with residents as needed. Ms. Turner seconded the motion. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

7. Permission to Use Town Owned Land

Mr. Kerrigan recognized Drew Burdick, the Test Coordinator for the North America Deutsch Kurzhaar Club (NADKC), a dog testing organization (German Short Hairs). An event is planned for the Bolton Flats on April 15, 2023. He is asking permission to use the Pine Hill Road parcel; this is usually restricted because there is a police shooting range at the location. Police Chief Moody verified that he has no problem with this request and that the shooting range will not be used during this time. Mr. Allison expressed pleasure that the land would be used for dog training and testing. Ms. Turner asked for clarification on which piece of the land would be used; Mr. Burdick explained, and there is a map in the Select Board packet for this meeting. Ms. Turner moved to approve Mr. Burdick's request for use of a Wildlife Management Area for a dog training and testing event; Mr. Allison seconded. Ms. Hodges noted that there should probably be a policy governing this. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

8. FY2024 Budget Preview (Tabled from 2/6/23 Meeting)

- a. 7:00PM Joint Meeting with Finance Committee

[Note: Several parts of this agenda item are not clearly audible; multiple people speaking indistinctly at same time]

Finance Committee (FinCom) Chair Susan Smiley called the meeting of the Finance Committee to order at 7:00PM, taking a roll call. Richard Trussell, present; Emily Kerrigan, present; Jocelyn Mylott, present; Michelle Vasquez, present; Susan Smiley, present. Ms. Smiley noted that several files have been prepared and posted with the FinCom agenda including some analysis sheets. Mr. Kerrigan addressed any concerns about the timing of this meeting.

Ms. Hodges reviewed the Budget preparation, explaining that the structure of the Budget Book. Her hope is that following tonight's meeting the final iteration of the Book should be available online by late this week. She reviewed the state of the overall budget, noting that the budget issues did not happen overnight, nor are they the result of frivolity or waste. She reviewed the consequences of the rate of inflation versus growth of revenue. She reviewed visuals found in the Budget Book. In conclusion, revenues for FY24 are anticipated at about \$26 million, but this leaves a projected deficit of about \$1.35 million.

Ms. Hodges addressed the question, "what can be cut?" explaining that the proposed budget is a level service budget. There are limited line items that could be cut. She reviewed a variety of scenarios and concerns including the Town's bond rating and potential upcoming spending for a new high school.

Ms. Hodges reviewed those costs over which the Town has no control, and those costs which might have some potential to cut. Even if all potential cuts were made, including closing Recreation (no beach, no free programs or events, limited access to community center gym); reducing library programs and hours of operations; reducing fire and police coverage, and reducing Social Services, the total saved would be about \$400,000, still leaving a shortfall of about \$1.1 million when school increases are factored. She does not advocate these cuts. It was noted that all the Town's union contracts will expire July 1; she is working with Finance Director Cheryl Gariepy to stagger union contracts for future years. Ms. Gariepy emphasized that continuing to use declining Free Cash is not sustainable.

Mr. Kerrigan opened the conversation to questions from Board members. All parties expressed thanks for the level of detail shown in the budget preparation.

Questions included:

Mr. Allison:

- How would an override continue year-over-year? How would we retain good employees?

Ms. Turner:

- Asked if printout of the budget book was available – Ms. Hodges will be putting this online.
- Asked questions about inflation rate going forward – Ms. Hodges explained how other communities have dealt with this in past years.
- Asked if deficits shown included debt on projects such as Town Hall – yes. Asked if HR function, new last year, could be eliminated – Ms. Hodges explained staff member for last two years, but in prior years large expense for Town Counsel to perform HR functions such as union negotiations.
- Asked about new positions in Health & Human Services – Ms. Hodges explained overall FTE (Full-time employee) reduction. Ms. Turner would like additional information; Mr. Kerrigan asked Ms. Turner to review page 95 in the Budget Book which explains this.

Mr. Allison:

- Would like to review each line item in the budget. Stated that he believes that there are areas that might be cut, but not cuts that would resolve the deficit.

Mr. Kerrigan:

- Stressed that the two Boards need to leave tonight's meeting with a plan going forward rather than scheduling more meetings.

Ms. Smiley:

- Asked for outline of what level services include, would like a copy of Ms. Hodges' PowerPoint presentation. Ms. Hodges explained that the narrative in the budget book explains level services.
- Asked about number of FTE's, questions about minute taker. Ms. Vasquez objected to discussing lesser items which will not create overall savings or significant changes to budget.

Mr. Trussell:

- Many questions need to be answered about line items, but the questions being posed will not solve the issues.
- Asked about ARPA spending deadlines. Noted that all revenues are not in place as of the start of the fiscal year.
- Wanted to establish that backup funds such as Free Cash come in during the fiscal year; would like to see more of a flow as to when revenues and expenses come in.
- Questions on timing of school building bond.
- Might like to consider some use of Free Cash to reduce override request below \$1.5 million. Ms. Gariepy responded, attempting to explain that there are laws governing what she can estimate for revenue. Group discussion of ARPA spending and prison mitigation funds.

Ms. Vasquez:

- Stated budget as presented is as lean as possible; Ms. Smiley stated that this is Ms. Vasquez' opinion but that she does not agree and thinks more consideration is needed.

Ms. Smiley:

- Wants to understand more about how cuts and how override would impact services. Not ready to make a decision at this point.

Mr. Trussell:

- Impact of upcoming affordable housing on budget and schools.

Mr. Kerrigan:

- Need to plan override to make sure that another override is not needed in the next few years. Ms. Vasquez spoke to multiple year planning.

Ms. Turner:

- Questions on "cherry sheet" revenues. Discussion ensued about how much should be left in Free Cash. Ms. Hodges stated generally understood principle is that 15% of overall budget should be Free Cash.
- Not suggesting using ARPA funding for operations, did not realize that the Board had voted to use ARPA funds for capital expenses.
- Stated that asking the "hard questions" is needed; Ms. Hodges objected, stating that the "hard questions" have been asked and answered. Discussion ensued.
- What happens if the override fails at the ballot box?

Mr. Kerrigan:

- Objected to statements that say more input is needed because it is new to the public; reviewed many public meetings about the budget have been held over the last six months. The purpose of this meeting is to determine whether this budget will be brought forward to Town Meeting, and that all members of the Select Board and FinCom have had the budget book for weeks. Ms. Turner disagreed, stating that this meeting was the first opportunity to discuss the Budget Book.

Ms. Smiley:

- FinCom has not had the opportunity to discuss the Budget Book. Ms. Vasquez disagreed.

Mr. Allison:

- Would like to deliberate; has questions about line items to provide continuous improvement.
- Would like to see reduction in paper.
- Why \$25,000 in phone costs?

Mr. Trussel:

- Considerations include: were we considering flow? Considering the elderly? Financially stable Town instead of constantly on the brink? Level or better services for money spent? Security for unforeseen issues? Stated these have all been discussed to his satisfaction. Willing to support override if future override is understood.

Ms. Hodges:

- Budget prepared with override request for \$1.5 million instead of \$1.33 million to create some security, prepare for union negotiations. Ms. Vasquez asked about COLA (Cost of Living Allowance) increases for staff; the budget as presented includes 2% COLA.

Ms. Vasquez:

- How long will it take to see revenues from new development? Discussion continued regarding new development.

Mr. Allison:

- Not trying to balance the budget but has questions on some line items.
- Public Records Officer, 20 hours/week. Ms. Hodges explained this has been cut with duties rolled into the Assistant Town Clerk job description. Ms. Turner asked for further details; the Assistant Town Clerk did have “webmaster” responsibilities which have been reassigned to IT. Ms. Turner asked additional questions about the Assistant Town Clerk position.
- Minute taker; Ms. Hodges explained this person does minutes for the Select Board and the FinCom. Mr. Allison noted that meeting duration impacts this line item. Ms. Turner asked why this was no longer part of the job description of the Executive Assistant. Ms. Gariepy noted that this position has saved on overtime. Ms. Hodges explained that this was changed about three years ago, and having the Executive Assistant perform this task would take away from projects and phone coverage.
- Why is change in legal costs so expensive? Ms. Gariepy stated that when the Select Board changed Town Counsel, fees for the selected new firm are higher. Ms. Hodges noted that several issues with former employees have incurred large legal fees. Public records requests, appeals, and Open Meeting law issues result in additional legal hours. Ms. Hodges notes that the upcoming DCAMM project is very complex and will involve many hours of legal work. Ms. Turner noted that prior Labor Counsel had suggested combining three unions, and she would like to talk about this further.
- Copier leases; Mr. Allison would like to see a reduction in paper, perhaps a yearly reduction of some percentage of paper use. Ms. Gariepy noted that water bills and street listings had been done by outside firms but have been brought in house. Mr. Allison noted that the senior population may need paper communications rather than digital.

- LogMeIn; Ms. Hodges explained this software.
- \$25,000 in phone costs. Mr. Allison suggested that providing every staff member with cell phones would cost less money. Mr. Kerrigan suggested something like “Ring Central”; Ms. Hodges reviewed the reasons for this cost, including things like hard lines in elevators, alarms, and more. Ms. Gariepy said that phones have not been reviewed in about ten years, and doing so might be useful.
- Postage. Ms. Gariepy explained that this covers all departments although it falls under the IT budget.
- Questions arose about cell phones – belong to DPW as per their contract; pagers are no longer used.
- A variety of questions were asked about office supplies for various departments.
- Police Chief Moody answered questions about police overtime; the main drivers are holiday pay, vacation time, personal days, court time, emergencies, and poor weather. He was asked questions about office supplies and vehicle supplies.

Ms. Turner:

- Asked about police staffing. Police Chief Moody reviewed staffing levels.

Mr. Allison:

- Why is no money budgeted for Health and Human Services programs or food? Ms. Hodges explained that Recreation is running the programs; Ms. Gariepy explained that formula grants and the revolving funds pay for programs; Ms. Hodges added that no tax dollars are used. Ms. Turner asked questions about serving meals; Ms. Hodges explained that existing staff rather than an In-House coordinator would serve meals, but that there is currently not a usable kitchen.

Ms. Turner:

- Stated that the beach has not made money in recent years, and has lost money. Ms. Vasquez noted that it made money in the last fiscal year. Ms. Turner suggested reducing staff, for example not having lifeguards. Others suggested this might be a liability issue.

Mr. Allison:

- Asked for explanation of the Library Technician role; Ms. Hodges explained.
- Mr. Allison suggested that level services is not enough, and that investment is needed, especially in the library, in Health and Human Services, and in town roads.

Ms. Turner:

- Asked about the Facilities Specialist position. Ms. Hodges explained that this position is changing to a non-union salaried position and that there would be savings in overtime.
- Why has outside cleaning company cost been reduced? Ms. Hodges explained that recent renovations mean that some carpet cleaning is no longer needed.
- Stated that Community Center gutters were replaced two years ago with wooden gutters, so estimates for gutter needs may be incorrect.

Mr. Trussell:

- Concerned that the Select Board has prepared the budget rather than the Finance Committee, and that next year the FinCom should have prepared the budget and be presenting to the Select Board.

Ms. Smiley:

- Stated that the Finance Committee needs more time to work with this budget.

Ms. Mylott:

- Thinks a summary of the budget book would be helpful to residents. Members of both boards agreed.

Mr. Allison moved to approve the Fiscal Year 2024 Town Budget as proposed. Mr. Trussell asked how soon this would be public information. Ms. Hodges stated that she needs to correct a few items and should have it available online by the end of the week. Ms. Turner seconded the motion. Ms. Turner verified with Ms. Hodges that the only staff addition in the budget would be a part-time budget analyst and that additional personnel shown for the Fire Department have been removed from the budget. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

Ms. Vasquez moved to approve the Fiscal Year 2024 Town Budget as proposed. Ms. Kerrigan seconded. Ms. Smiley stated that she would like to have an amended budget. *Vote taken; Richard Trussell, Aye; Emily Kerrigan, Aye; Michelle Vasquez, Aye; Jocelyn Mylott, Aye; Susan Smiley, Aye. Motion passed. [5-0-0]*

VIII. APPOINTMENTS AND RESIGNATIONS
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Resignation

Memorial School Reuse Committee: Win Clark, effective immediately. Ms. Turner offered a motion to accept said resignation. Mr. Allison seconded. Mr. Kerrigan offered thanks to Mr. Clark for his contributions. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

IX. LICENSES AND PERMITS

Special One Day Liquor (Malt & Wine) License Application ** taken out of order **

Applicant: First Church of Christ

Events:

- St. Patrick's Day Dinner – Saturday, March 18, 2023; and
- Bulfinch BEE 5K run – Saturday, May 6, 2023

Mr. Allison offered a motion to approve the aforementioned license applications; Ms. Turner seconded. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

X. NEW BUSINESS - NONE

XI. COMMUNICATIONS

- Select Board's next Regular Meeting will be held on Monday, March 6, 2023 at 6:00pm. By Zoom only; Mr. Kerrigan noted that this will not be a live meeting.
- Miscellaneous Correspondence and Memoranda

XII. ONGOING PROJECTS & OLD BUSINESS - NONE

- **Division of Capital Asset Management and Maintenance Property (Hodges) - tabled**
 - Update regarding Special Legislation
 - Updated Timeline Reviewed

XII. ADJOURNMENT

Ms. Vasquez moved to adjourn the meeting of the Finance Committee. Ms. Smiley seconded. *Vote taken; Richard Trussell, Aye; Emily Kerrigan, Aye; Michelle Vasquez, Aye; Jocelyn Mylott, Aye; Susan Smiley, Aye. Motion passed. [5-0-0]*

Ms. Turner moved to adjourn the meeting of the Select Board. Mr. Allison seconded the motion. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

Respectfully submitted,

Kathleen Rocco
Executive Assistant

Alexandra W. Turner, Clerk
Date:

III. SCHEDULED APPEARANCES & PUBLIC HEARINGS

IV. BOARDS, COMMITTEES & DEPARTMENT REPORTS

V. PUBLIC COMMENTS

VI. TOWN ADMINISTRATOR REPORT

VII. ADMINISTRATION, BUDGET AND POLICY

#1

#2

Assessment Projection

Updated 2/28/23

Proposed Budget	\$64,902,630	
High School Debt	\$572,140	Subject to Capital Assessment Process
Local Revenue	\$13,041,051	State and Locally Generated Revenue
Amount Assessed	\$51,289,439	Total Amount Assessed
Fixed Assessment	\$29,074,040	Minimum Required Local Contributions
Variable Assessment	\$22,215,399	Remainder of Budget to be Assessed

Minimum Local Contribution (House 1)	
Town	Amount
Bolton	\$10,037,536
Lancaster	\$8,180,813
Stow	\$10,855,691
Total	\$29,074,040
Updated 3/1/23	

Towns	Five Year Rolling Assessment Percentage	Fixed Assessment	Variable Assessment	FY 2024 Net Debt Assessment	Capital Assessment Credit	FY 2024 Total Assessment	FY 2023 Total Assessment	FY 2024 Total Dollar Increase	FY 2024 Percentage Increase
Bolton	32.8453542%	\$10,037,536	\$7,296,727	\$182,330.33	\$0	\$17,516,593	\$16,953,808	\$562,785	3.32%
Lancaster	31.1318018%	\$8,180,813	\$6,916,054	\$188,617.58	\$0	\$15,285,485	\$14,591,571	\$693,914	4.76%
Stow	36.0228439%	\$10,855,691	\$8,002,619	\$201,192.09	\$0	\$19,059,502	\$18,535,962	\$523,540	2.82%
Total	100.0000000%	\$29,074,040	\$22,215,399	\$572,140.00	\$0	\$51,861,579	\$50,081,341	\$1,780,238	3.55%

TBD

School Committee Member

Dr. Kathleen A. Dawson

Superintendent

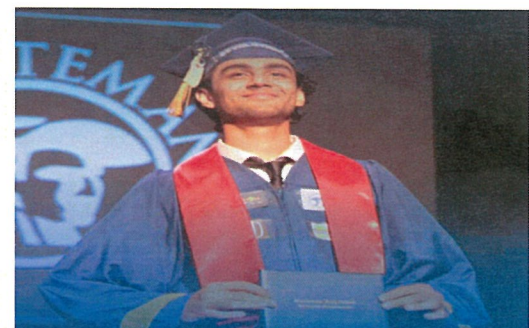


FY24 Superintendent Recommended Budget



Minuteman's Budget – Behind The Numbers

- Our Budget Priorities Reflect Our Values



School Wide Goals 2022 - 2023

Content	Goal
Core Content—Math	Based on the analysis of the current sophomores' 8 th grade MCAS data, we will increase the percentage of High Needs students scoring proficient or above on the Math MCAS by at least 5% by June 2023.
Core Content—English Language Arts (ELA)	Based on the analysis of the current sophomores' 8 th grade MCAS data, we will increase the percentage of High Needs students scoring proficient or above on the ELA MCAS by at least 4% by June 2023.
Career Technical Education (CTE)	We will increase the Co-Op placement (both paid and unpaid) percentage of eligible seniors from 37% to at least 50% by May 2023.
Social and Emotional Learning (SEL)	We will create a plan including a timeline for implementation of the Multi-Tiered System of Supports (MTSS) framework focusing on social and emotional teaching and learning by June 2023.

Overall Budget Summary

FY24 Operating & Capital Request

\$30,316,325

4.50% above FY23

FY24 District Budget Objectives

1. To Protect Student and Staff Health
 - Critical to addressing social, emotional, and mental health learning needs
2. To Deliver and Promote High-Quality Career Vocational Technical Education
3. To Advance the Minuteman Academy Model
 - Expand transdisciplinary integration through increased project-based learning

FY24 District Budget Objectives

4. To Increase the Enrollment Capacity of our Facility
5. To Capitalize on Athletic Fields Operations and Management
6. To Increase Campus Facilities Use & Rental Revenue
7. To Close out the Massachusetts School Building Authority (MSBA) Project (August 2023)

FY24 Operating Budget Drivers

1. Teacher Contract in Negotiation plus Steps and Lanes Changes
2. Three Additional Teacher Full-Time Equivalents (FTEs) Due To Increased Enrollment & Students' Academic Needs
3. Health Insurance (10% Projected Increase + FTEs)
4. CTE Supply and Material Cost Increases

FY24 Operating Budget Drivers

- 5. Transportation Increase (5% CPI Increase)
- 6. Building Utilities and Heating (8% Projected Increase)
- 7. Other Post Employment Benefit (OPEB) Contribution
(\$230,000 = \$110,000 Increase)
- 8. Stabilization (\$500,000 = Consistent with FY23 Funding)

Budget Summary

FY24 Operating Request = **\$23,458,597**
6.18% above FY23

FY24 Capital Request = **\$1,238,240**
0.21% above FY23

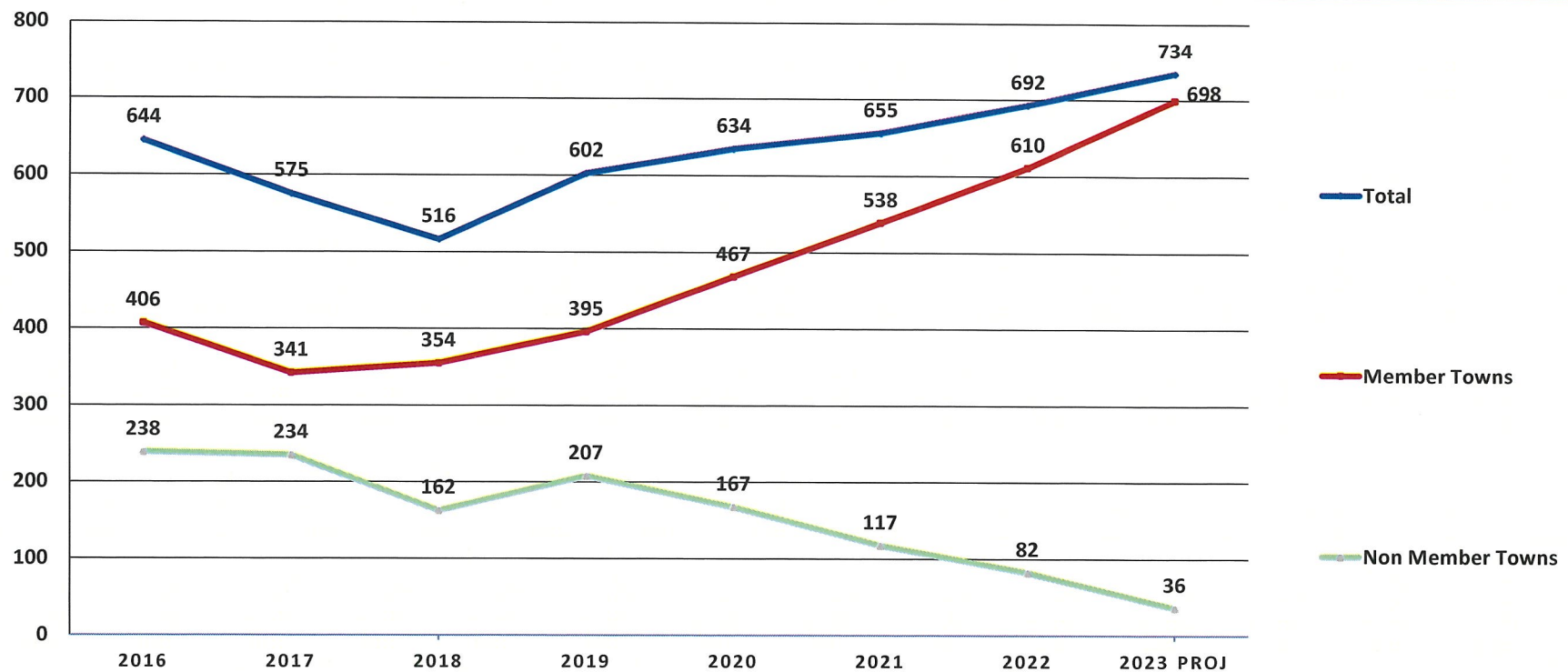
FY24 Building Project Debt = **\$5,619,488**
1.11% below FY23

Lancaster: Preliminary Assessment

Minimum Required Contribution	\$ 806,460
Transportation Assessment	\$ 62,435
Operating Assessment	\$ 927,493
Debt and Capital Assessment	<u>\$ 107,058</u>
Sub-Total	\$ 1,903,446
Building Project – Debt Service*	<u>\$ 476,175</u>
Total Assessment	<u>\$ 2,379,621</u>

**Debt Service excluded from Prop 2 ½ Limitation*

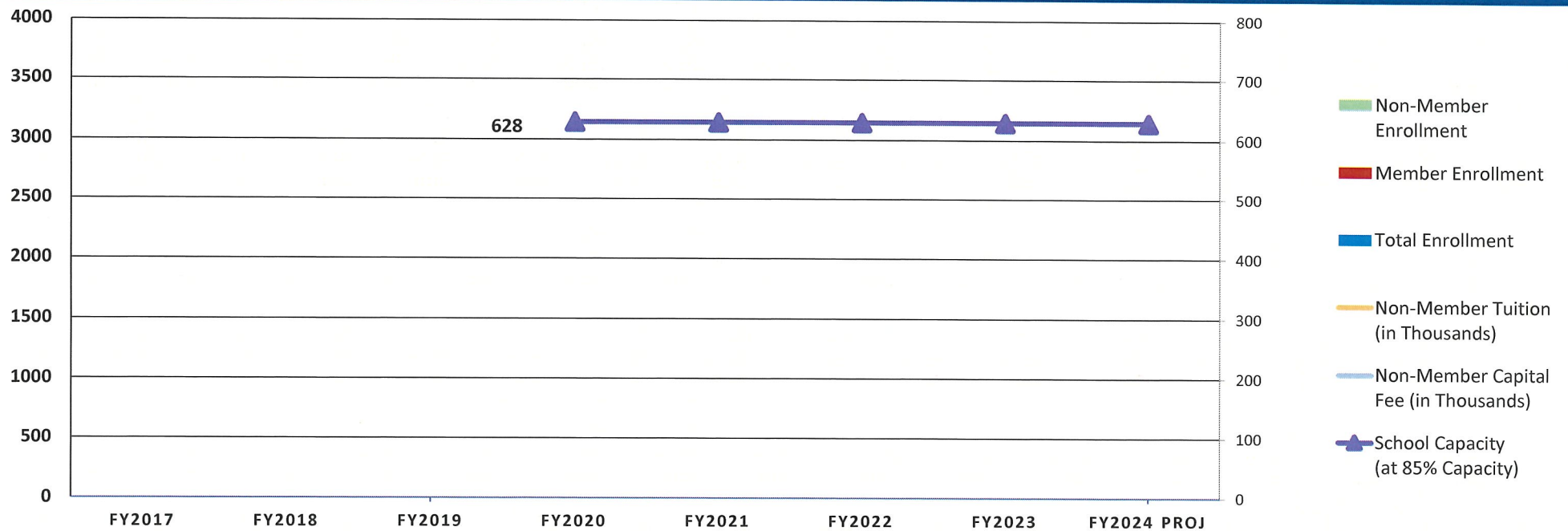
Overall Enrollment as of October 1



Shift in Enrollment

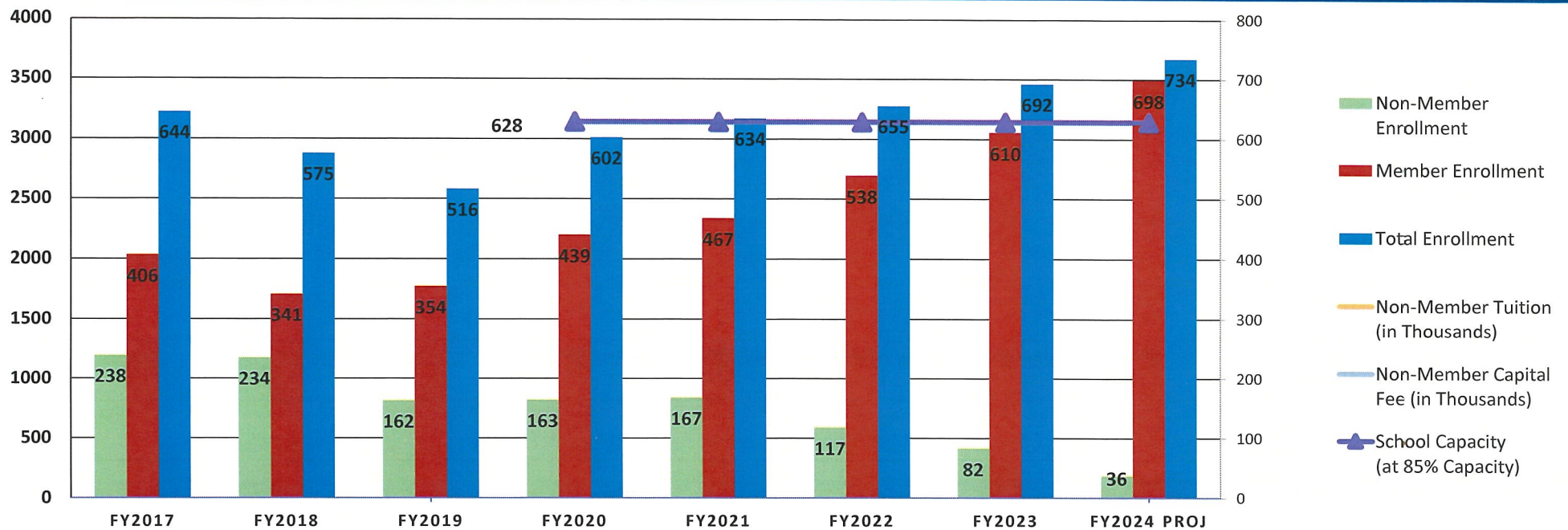
- Enrollment is Shifting to In-District
- Out of District Enrollment is Decreasing
 - Out of District Tuition Revenue is Decreasing
 - Out of District Capital Fee Revenue is Decreasing
- **Resulting in a Significant Increase in Overall Assessments to Member Towns**
- **Per Pupil Assessment will Remain Consistent**

Non-Member Tuition & Capital Fee Reduction and Increasing Member Enrollment



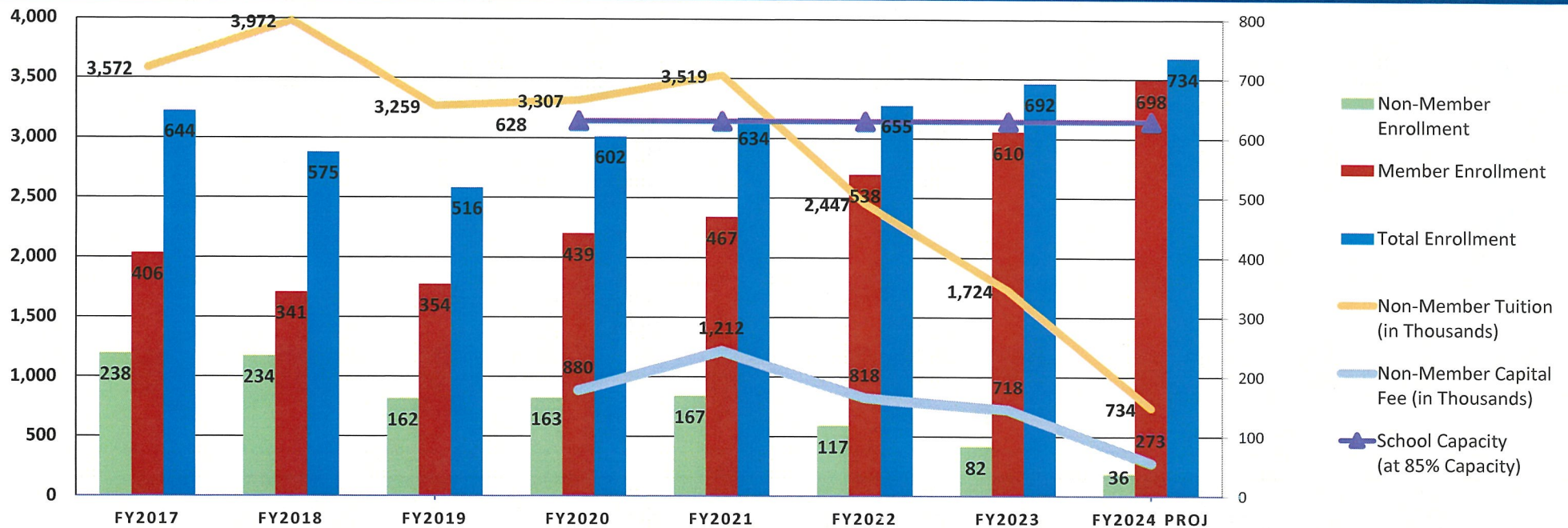
- Non-Member Tuition is set annually by the DESE Commissioner based on 125% of Statewide Foundation Vocational Rate.
- Non-Member Tuition may include an incremental Special Education Fee per Student, if applicable.
- Non-Member Capital Fee is based on average per pupil cost of Debt Service (New Building Only).
 - The Fee varies depending on if Cities/Towns have less than (Type A) or more than (Type B) five Chapter 74 Programs.

Non-Member Tuition & Capital Fee Reduction and Increasing Member Enrollment



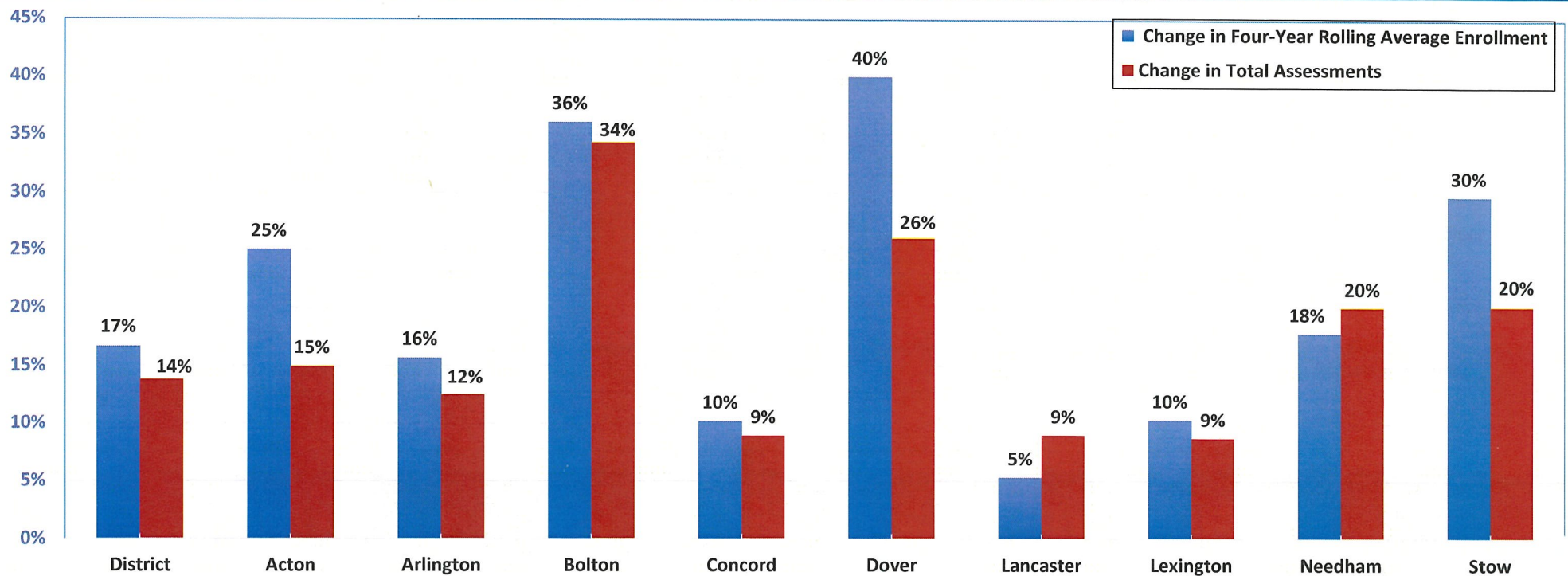
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Increase in Four-Year Rolling Average Enrollment vs Increase in Assessments



Lancaster: Comparison of Assessment

	FY24	FY23	Difference	% Change
Enrollment	58	49	9	18.4%
Enrollment- 4 Year Rolling Average	54.50	51.75	2.75	5.3%
% Share Operating	9.5%	9.7%	(0.2%)	(2.3%)
% Share Capital	9.0%	10.0%	(1.0%)	(9.6%)
Minimum Required Contribution	\$806,460	\$694,962	\$111,498	16.0%
Transportation	\$62,435	\$64,502	(\$2,067)	(3.2%)
Operating	\$927,493	\$796,197	\$131,296	16.5%
Debt & Capital – Operating	\$107,058	\$111,949	(\$4,891)	(4.4%)
Debt – Building Project	\$476,175	\$517,900	(\$41,725)	(8.1%)
Total Assessment	\$2,379,621	\$2,185,510	\$194,111	8.9%

Lancaster: Per Pupil Assessment

Lancaster	Operating Assessment	October 1 Enrollment Count	Per Pupil Assessment
Est. FY24*	\$1,796,388	58	\$30,972
FY23	\$1,555,661	49	\$31,748
FY22	\$1,619,145	56	\$28,913
FY21	\$1,688,523	55	\$30,700
FY20	\$1,515,549	47	\$32,246

Overall Budget Summary

FY24 Assessment to Members

\$25,481,911

13.78% above FY23

	Enrollment (Rolling 4 yr. Average)	Estimated Minimum Required Contribution	School Choice	Transportation Assessment	Remaining Operation Assessment	Capital/Debt Service	Total FY24 Assessment	Total FY23 Assessment	Difference
ACTON	65.00	\$ 1,348,307	\$ 22,225	\$ 74,464	\$ 1,106,184	\$ 733,618	\$ 3,284,798	\$ 2,841,323	\$ 443,475
ARLINGTON	181.00	\$ 3,419,797	\$ -	\$ 207,354	\$ 3,080,296	\$ 2,225,468	\$ 8,932,916	\$ 7,947,938	\$ 984,978
BOLTON	20.75	\$ 540,671	\$ -	\$ 23,771	\$ 353,128	\$ 281,889	\$ 1,199,459	\$ 893,714	\$ 305,745
CONCORD	29.75	\$ 612,477	\$ -	\$ 34,082	\$ 506,292	\$ 488,844	\$ 1,641,695	\$ 1,508,544	\$ 133,151
DOVER	3.50	\$ 68,053	\$ -	\$ 4,010	\$ 59,564	\$ 117,000	\$ 248,626	\$ 197,427	\$ 51,199
LANCASTER	54.50	\$ 806,460	\$ -	\$ 62,435	\$ 927,492	\$ 583,233	\$ 2,379,621	\$ 2,185,510	\$ 194,111
LEXINGTON	69.50	\$ 1,310,022	\$ -	\$ 79,620	\$ 1,182,766	\$ 929,570	\$ 3,501,977	\$ 3,223,898	\$ 278,079
NEEDHAM	29.75	\$ 655,050	\$ -	\$ 34,082	\$ 506,292	\$ 445,038	\$ 1,640,461	\$ 1,367,739	\$ 272,722
STOW	50.25	\$ 1,059,989	\$ -	\$ 57,567	\$ 855,165	\$ 601,803	\$ 2,574,523	\$ 2,145,103	\$ 429,420

Applications and Enrollment

Class of	2023	2024	2025	2026	2027
Total Applications	333	390	323	425	412*
Member Towns	233	252	261	309	329*
Non-Member Towns	100	138	62	116	83*
					* As of 2/15/2023

- As of 2/15/2023, Member Town Freshman Class Applications are up 8.5% from a year ago.
- Continued increase in enrollment since FY2019 (Last Year of the Old Building):
 - 34% Increase in Total Enrollment
 - 19% Increase in Member Town Enrollment (FY2023 88% vs FY2019 69%)
- Class of 2026- 100% from Member Towns

FY24 Staffing Additions

- **Funded Positions**

- 1.0 FTE Animal Science Teacher
- 1.0 FTE Math Teacher
- 1.0 FTE Engineering & Robotics Teacher

Total: 3.0 FTE (Full Time Equivalent) Teachers

- **Additional Positions Needed**

- 1.0 FTE Paraprofessional – Reading & Media Center
- 1.0 FTE Paraprofessional – Math/CTE
- 1.0 FTE Paraprofessional – All CTE The positions are necessary to support the 44% of students on IEPs
- 1.0 FTE Co-Op Coordinator (Currently Grant Funded)
- 1.0 FTE Nurse
- 1.0 FTE IT Network Analyst
- 1.0 FTE Business Office
- 1.0 FTE Grant Writer

Total: 8.0 FTE Positions

FY2023 Grants

Grant Name	Type	Award Amount	Description
ASOST-Q (Afterschool and Out-of-School Time)	State	\$ 45,000	Summer Programming
Perkins	Federal	\$ 39,610	Program Improvement and Equipment
Skills Capital Grant	State	\$ 354,000	Welding Machines and Truck
Comm Corp - Round 6	State	\$ 900,000	Workforce Development
Title I	Federal	\$ 57,008	Supplement Instructional Services
Title IIA	Federal	\$ 12,917	Framework Implementation & Educator Effectiveness PD
Title IV	Federal	\$ 10,000	Academic Support & Personalized Learning
CVTE Equitable Access	Federal	\$ 88,641	Translation & transportation services, supplies for Girls in STEM, stipends for IDEA liaison, support for Girls in STEM, & culture survey data analysis team
Individuals with Disabilities Education Act (IDEA)	Federal	\$ 263,016	To support students with disabilities
Perkins	Federal	\$ 218,472	Co-op director, summer work staff, Library Asst., 1st Robotics Coach, materials for PLTW, STEM program, NOCTI Testing, OSHA, Drinkwater, Hazpower & Wastewater, course certifications, job board software and Skills participation fees, Conferences
SEL & Mental Health Grant	Federal	\$ 140,000	Supporting students' social emotional learning, behavioral & Mental Health and Wellness through multi-tiered systems of supports
Skills Capital Grant	State	\$ 500,000	Technology and Equipment for Animal Science Program
Comm Corp – Round 7	State	\$ 360,000	Carpentry, Plumbing, and Welding
Total		\$ 2,988,664	And Counting! (Approximately 10.3% of the FY2023 Budget)

Building Enrollment Beyond the Design Capacity of 628

Goal: Increase Capacity to Accommodate Member Town Enrollment with *no increase in debt*.

- **Strategy #1:** Consistently Fund Capital Stabilization Account
 - Capacity Building Project: Increase Capacity by 32 students over 4 years
 - North Metal Fab Shop: \$825,000 - Opening Fall 2023
- **Strategy #2:** Leverage Strategic Partnerships and Grants
 - East Campus Building Renovation: In Progress

Capital Stabilization Account

- Account established in 2016
- 12/31/2022 Balance is \$2,468,609
 - FY2024: Add \$500,000 to Account
- Voted \$1,250,000 to Athletic Fields Budget
 - Spent \$404,282 To Date
- Voted \$650,000 to North Building Project (Metal Fab Shop)
 - Spent \$140,792 To Date

OPEB: Estimated Liability as of June 30, 2022

\$20,850,743

12/30/2022 OPEB Trust Fund Balance = \$519,745

An OPEB Advisory Subcommittee was appointed in Fall 2021 to implement a long-term funding strategy. The Plan was submitted to the School Committee and approved in Winter 2021.

OPEB: Strategic Components

OPEB Advisory Subcommittee recommended a long-term funding strategy to the Minuteman School Committee

Recommendation #2: Adopt the following six year funding plan for budget Line 5250, Retiree Insurance:

FY 2023	\$ 725,000
FY 2024	762,000
FY 2025	1,100,000
FY 2026	1,155,000
FY 2027	1,215,000
FY 2028	1,275,000

This schedule starts with \$725,000 in FY23, with 5% increases each year, and an additional increase of \$300,000 in FY25. Given the current FY23 PAYGO budgeted amount of \$605,358, this implies a FY23 OPEB Fund contribution of \$119,642.

The \$300,000 hike in FY25 is feasible since the ESCO lease ends with FY24, and the ESCO commitment for the nine member towns is about \$425,000 per year.

FY24 Operating and Capital

Budget	FY23	FY24	Difference	% Change
Operating Budget	22,092,652	23,458,597	1,365,945	6.18%
Capital Equipment/Leases/Athletic Fields (2)	<u>1,235,608</u>	<u>1,238,240</u>	<u>2,632</u>	<u>0.21%</u>
Subtotal	23,328,260	24,696,838	1,368,578	5.87%
Building Project - Debt Service (1)	<u>5,682,363</u>	<u>5,619,488</u>	<u>-62,875</u>	<u>-1.11%</u>
Total Operating & Capital Budget	29,010,622	30,316,325	1,305,703	4.50%

(1) A debt exclusion override was voted on this debt in the following towns: Acton, Arlington, Bolton, Concord, Dover, Lancaster, and Stow.

(2) Annual ESCO Lease assessments include the proportionate share due from the 6 towns that withdrew from the district effective July 1, 2017, and Belmont withdrawal effective July 1, 2020. This also includes the payment on a 10 year note for the field lighting.

FY24 Non-Assessment Revenue

Non-Assessment Revenue	FY23	FY24	Difference	% Change
Chapter 70 Aid	2,028,744	2,197,552	168,808	8.32%
Chapter 71 Reg. Transportation Reimb.	1,029,441	807,615	-221,826	-21.55%
Prior Year Tuition	1,367,364	805,817	-561,547	-41.07%
Current Year Tuition	950,000	-	-950,000	-100.00%
Certified E & D	650,000	650,000	-	0.00%
Current Year Nonresident Capital Fee	300,000	-	-300,000	-100.00%
Prior Year Nonresident Capital Fee	<u>289,332</u>	<u>373,430</u>	<u>84,098</u>	<u>29.07%</u>
Total Non-Assessment Revenue	6,614,881	4,834,414	-1,780,467	-26.92%
Required Member Town Assessments	22,395,741	25,481,911	3,086,169	13.78%

Assessment Components

Assessment Allocation by Category	FY23	FY24	Difference	% Change
Minimum Required Contribution <small>(set by the State)</small>	8,864,054	9,820,826	956,772	10.79%
Transportation Budget	538,453	577,385	38,932	7.23%
ESCO Lease Assessment	550,408	566,290	15,882	2.89%
Capital Equipment/Leases/Athletic Fields	685,200	671,950	-13,250	-1.93%
Assessments over Minimum Contribution	6,664,596	8,599,402	1,934,806	29.03%
Building Project - Debt Assessment	<u>5,093,031</u>	<u>5,246,058</u>	<u>153,027</u>	<u>3.00%</u>
Total Assessments	22,395,741	25,481,911	3,086,169	13.78%

Overall Budget Summary

FY23 Operating & Capital Request = \$29,010,622 <u>4.96%</u> above FY22	FY24 Operating & Capital Request = \$30,316,325 <u>4.50%</u> above FY23
FY23 Operating Request = \$22,092,652 <u>6.57%</u> above FY22	FY24 Operating Request = \$23,458,597 <u>6.18%</u> above FY23
FY23 Capital Request = \$1,235,608 <u>8.89%</u> above FY22	FY24 Capital Request = \$1,238,240 <u>0.21%</u> above FY23
FY23 Building Project Debt = \$5,682,363 1.60% below FY22	FY24 Building Project Debt = \$5,619,488 1.11% below FY23

OUR WHY



MINUTEMAN
HIGH SCHOOL REVOLUTIONIZED





Thank you.

Questions?



**REGIONAL 911 EMERGENCY COMMUNICATION
DISTRICT AGREEMENT**

NASHOBA VALLEY REGIONAL DISPATCH DISTRICT

This regional 911 emergency communication district agreement (the “District Agreement”) is dated as of the ____ day of _____, 2023, in accordance with the provisions of M.G.L. c. 6A, § § 18O-18V, inclusive, by and between the “Participating Communities” (as defined below). The effective date of the District Agreement (the “Effective Date”) shall be the date after the last of the Participating Communities has executed this District Agreement.

PREAMBLE

In order to establish, construct or site, equip, administer, operate and maintain a consolidated regional 911 emergency services communications and dispatch system for certain communities in the Nashoba Valley Region, the Massachusetts Development Finance Agency (“MassDevelopment”) acting on behalf of the Devens Regional Enterprise Zone (“Devens”), and the Towns of Berlin, Bolton, Harvard, Lancaster and Lunenburg (together, the “Participating Communities”) agree to accomplish this by jointly exercising their common powers in the manner set forth in this District Agreement.

RECITALS

WHEREAS, the Participating Communities are each empowered by law to staff, maintain, and operate a public safety communications and dispatch facility, which is a proper governmental function and service; and

WHEREAS, the Participating Communities desire to join together to establish a regional 911 emergency communication district comprised of their communities and any other communities which may in the future be admitted into the district; and

WHEREAS, the Participating Communities desire to operate and maintain a consolidated regional 911 emergency communication facility in the region and to provide an orderly method for the accomplishment thereof; and

WHEREAS, the Participating Communities have agreed to share the costs, responsibilities and obligations of constructing, operating, and maintaining a municipal regional 911 emergency communication facility in the Nashoba Valley region; and

WHEREAS, the establishment of a regional 911 emergency communication district is authorized pursuant to the provisions of M.G.L. c. 6A, § § 18O to 18V, inclusive,¹; and

¹ The legislation was enacted as Chapter 500 of the Acts of 2014 which was approved as of January 8, 2015.

WHEREAS, the Participating Communities have each accepted the provisions of sections 18O to 18V, inclusive, of chapter 6A of the General Laws and by entering into this District Agreement, each desires to combine their resources to share emergency services communications and dispatch services on a regional basis from a single primary location, initially to be located in Devens, Massachusetts.

NOW THEREFORE, the Participating Communities, for and in consideration of the mutual benefits, promises and agreements set forth herein, each agree as follows:

AGREEMENT

1. Purpose.

This District Agreement is intended to set forth the responsibilities and obligations of the Participating Communities for cost efficient, shared, and effective municipal emergency dispatch and communications services. The purpose of this District Agreement is to provide for the establishment, operation and maintenance of a consolidated regional 911 emergency communication center by constructing, equipping, staffing, maintaining, administering and operating a facility or facilities which provide call receiving and dispatching services to the Participating Communities, by providing computers, radios and other equipment for communication, interaction and documentation of such with the respective emergency responders working in the field.

As of the Effective Date of the District Agreement, all prior Intermunicipal Agreements and/or District Agreements shall terminate and all terms, conditions, rights and obligations shall be replaced by this District Agreement.

2. Name/Authority.

The Participating Communities shall operate under the name “***Nashoba Valley Regional Dispatch District***”, (hereinafter, the “Dispatch District”). The Dispatch District is established pursuant to M.G.L. c. 6A, § 18Q and is a public employer and body politic and corporate.

3. Term.

The initial term of the District Agreement shall be for a term beginning on the Effective Date and ending on June 30, 2023. The second term shall begin on July 1, 2023 and shall end on June 30, 2024. Thereafter, this District Agreement shall automatically renew for additional terms of one (1) year each for up to twenty-five (25) years, or until terminated by mutual agreement, superseded by a subsequent agreement, or terminated sooner as set forth below.

Notwithstanding the above, this District Agreement shall have no force and effect unless and until each of the six (6) Participating Communities have executed this agreement

with due authority. At all times, this District Agreement shall be subject to municipal appropriation.

If an additional community is added to the District, that community shall execute this District Agreement in its original form unless the entire complement of participating communities agree to amending provisions of the Agreement.

This District Agreement shall not be affected by any change in leadership of any party hereto, unless terminated or modified pursuant to the terms of this District Agreement. Withdrawal or termination of a party to this District Agreement shall not, in itself, have the effect of terminating this agreement as to the remaining parties.

4. Governance.

A. There shall be established for the Nashoba Valley Regional Dispatch District: (i) a “*District Board*” (referred to herein as the “Administration Board”), (ii) an *Operations Committee* (the “Operations Committee”) and a *Finance Advisory Committee* (the “Finance Committee”). Members of the Administration Board, the Operations Committee and the Finance Committee shall serve without compensation but each member shall be entitled to reimbursement from the Dispatch District for his/her actual and necessary expenses incurred in the performance of his/her official duties.

(1) The Select Board of each of the Participating Communities and the Board of Directors of MassDevelopment (BDM) shall each appoint one person to serve as its respective representative on the Administration Board. Each such Select Board and the Board of Directors of MassDevelopment may also appoint an alternate representative who may serve in place of the primary representative in the event the primary representative cannot serve at one or more meetings of the Board. An alternate shall have the authority to vote in the name and stead of the entity which appointed him/her. The Participating Communities shall each have one (1) vote on any matter before the Administration Board. All votes shall be cast in accordance with Paragraph 4(E) below. A Board representative shall cease to be a representative if he/she ceases to hold office in the Community from which he/she was appointed or in MassDevelopment, if his/her appointment is rescinded by his/her appointing authority, or if his/her appointing authority ceases to be a party to this District Agreement. No member of the Administration Board can sit concurrently on the Operations Committee or the Finance Committee.

(2) The Chief Administrative Officer for each Participating Community shall appoint the Police Chief and Fire Chief, or a Public Safety Director, as its’ representatives on the Operations Committee. An alternative representative may also be appointed who is of similar qualifications of a Police Chief, Fire Chief, or Public Safety Director to fill the position of either the Police Chief, Fire Chief or Public Safety Director. Every representative on the Committee shall each have one (1) vote on the Operations Committee to act upon matters that are before the Committee. Votes shall only be cast in accordance with Paragraph 4(E) below.

A Committee representative shall cease to be an Operations Committee representative if he/she ceases to hold office from which he/she was appointed, if his/her appointment is rescinded by his/her appointing authority, or if his/her community ceases to be a party to this District Agreement. No member of the Operations Committee can sit concurrently on the Administration Board or the Finance Committee.

(3) The chief executive officer for each Participating Community shall each appoint one person who shall serve as their respective representative on the Finance Committee. Such appointee may be the Town Administrator, Town Manager, Town Accountant or Chief Financial Officer of the town, or the Chief Financial Officer of the Massachusetts Development Finance Agency, provided however, that no member of the Finance Committee shall also serve on the Administration Board or the Operations Committee. The chief executive officer for each Participating Community may also appoint an alternate representative to serve in place of the primary Finance Committee representative in the event the primary Finance Committee representative cannot serve at one or more meetings of the Finance Committee. An alternate representative shall have the authority to vote in the name and stead of the person who appointed him/her. The Participating Communities shall each have one (1) vote on the Finance Committee to act upon matters before the Finance Committee. Votes shall only be cast in accordance with Paragraph 4(E) below. A Finance Committee representative shall cease to be a Finance Committee representative if he/she ceases to hold office from which he/she was appointed, if his/her appointment is rescinded by his/her appointing authority, or if his/her community ceases to be a party to this District Agreement.

(4) The Administration Board shall appoint an Executive Director. The Executive Director shall be an employee of the Nashoba Valley Regional Dispatch District and his/her salary and benefits shall be established by the Administration Board. The Executive Director shall be responsible for the day-to-day operation and maintenance of the Dispatch District subject to the specific authority retained herein by the Administration Board, Operations Committee or Finance Committee and the general supervisory authority of the Administration Board. The specific job qualifications, duties and responsibilities of the Executive Director shall be established by the Administration Board in conjunction with the Operations Committee. The Executive Director shall report to the Administration Board.

B. The Administration Board shall have responsibility for all matters relating to the overall administration of the Dispatch District excluding those matters under the purview of the Finance Committee. Notwithstanding the above, the Administration Board may, by a majority vote of all its members, delegate to the Operations Committee or Finance Committee such matters as it may deem appropriate and as permitted by law.

C. The Operations Committee shall have responsibility for the effective and orderly operation of the Dispatch District including without limitation, communications equipment and systems, dispatch protocols and operational policies and procedures, and making recommendations to the Administration Board. The Operations Committee shall coordinate with each of the Participating Communities all local protocol and standard operating procedures required to implement regional dispatch services for each of the Participating Communities and shall ensure compliance with all applicable, local, state and federal protocol, rules, regulations, directives and laws.

Notwithstanding the above, the Operations Committee may, by a majority vote of all its members, delegate to the Executive Director such operational matters as it may deem appropriate.

D. The Finance Committee shall have responsibility for adoption of an annual budget as described in Paragraph 8 below and for matters regarding the incurring of debt and the issuance of bonds and notes, all in accordance with the provisions of subsections (e), (g), and (h) of section 18R of chapter 6A of the General Laws, and for such other fiscal matters as may be delegated by the Administration Board or required by law.

E. Board/Committee Action. All actions by the Administration Board, the Operations Committee, or the Finance Committee shall require the presence of a quorum and an affirmative vote of a simple majority of members present (except as is otherwise set forth herein). A quorum shall be defined as a simple majority of the entire authorized complement of the multiple member body.

At least a quorum of voting members must be present for a vote of the Board or Committee to be valid and binding upon the Participating Communities.

F. Designation of Officers. The Administration Board, the Operations Committee, and the Finance Committee shall each have a Chairperson, Vice Chairperson, and Secretary. The selection of a Chairperson, Vice Chairperson, and Secretary of the Board and the Committees shall be by ballot from the respective Board or Committee. The Secretary position will be responsible for the minutes of the meetings that will be presented to the respective Board or Committee for approval.

The Chairperson of the Board and the Chairperson of the Committees shall be responsible for giving proper notification of their respective meetings (as required by applicable provisions of the Open Meeting Laws (M.G.L. c.30A ss. 18-25), setting agendas and performing administrative activities as needed. The Chairperson of the Board and the Chairperson of the Committees shall notify all of its respective members, and the Town Clerk of each of the Participating Communities of all meetings. In the event that the Chairperson is unable to fulfill these duties, the Vice Chairperson shall act as Chairperson for so long as the Chairperson is unable to fulfill such duties. The Chairperson of the Board or Committee may delegate administrative activities as needed.

G. Board/Committee Meetings. The Administration Board, the Operations Committee, and the Finance Committee shall each conduct regular meetings; holding at least two regular meetings each fiscal year. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board/Committee or by the Board/Committee Chairperson. The Board/Committee shall provide for additional meetings as may be necessary on a mutually agreed upon date and time.

The Administration Board, the Operations Committee, and the Finance Committee may each adopt rules for conducting their respective meetings and other business as they deem necessary and appropriate. In the absence of rules to the contrary, common-law principles for the operation of public meetings shall govern. The failure however to comply with such rules shall not affect the validity of any action. The Board/Committee may suspend its rules if it so chooses.

A copy of the approved meeting minutes shall be provided according to the Open Meeting Law requirements and to the Town Clerk of each Participating Community and to any member of the public requesting same.

All meetings of the Administration Board, the Operations Committee, and the Finance Committee are subject to and shall comply with all applicable provisions of the Open Meeting Laws (M.G.L. c.30A ss. 18-25) and the Public Records Laws (M.G.L. c. 66), as those laws may be amended from time to time.

5. Provision of Services to Other Entities.

The Dispatch District, through the Administration Board after consultation from the Operations Committee, may provide dispatch or other communication services to other public or private entities which provide a critical public health or safety service and/or to public agencies not a party to this District Agreement but only upon the written approval of and subject to such terms and conditions as the Administration Board may establish. Such service may be evidenced by contract, District Agreement or other form of written agreement.

The Dispatch District, as approved by the Finance Committee, shall establish the amount of charge for the service being provided to other non-member entities. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular entity, both annually and for prorated periods thereof, as well as sums as may be needed for future improvements, repairs, upgrades or expansions.

6. Dispatch Facility.

A. The initial dispatch facility shall be located in Devens, Massachusetts. The dispatch facility shall provide suitable and necessary components for a modern dispatch center. All equipment and materials belonging to the District will be supported and

maintained through an annual operational budget. All equipment or materials used as part of the dispatch system will be owned as set forth in Paragraph 6B.

B. The Dispatch District shall in its own name, by purchase, written lease, or written license procure an area whereby a tower or other structure for the installation of antennae shall be constructed, and a facility in which the dispatch facility will operate. The Dispatch District shall procure in its own name all equipment, systems, fixtures, goods, or other personal property as it may deem necessary or appropriate from time to time.

As of the Effective Date of this District Agreement, all rights to (and obligations regarding) any and all equipment, systems, fixtures, goods, or other personal property and materials, and all rights and obligations of any lease or license or other agreement for real property, including without limitation towers and antennae, used as part of the dispatch system prior to the Effective Date pursuant to the District Agreement shall be deemed to be transferred to the Dispatch District.

Upon termination or dissolution of the Dispatch District, all equipment fixtures, goods, or other personal property installed or otherwise used at the facility (other than that which has been constructed or installed and is permanently affixed to the facility premises, or affixed in a manner so that it cannot be removed without defacing or damaging the premises), which has been procured by or on behalf of the Dispatch District with funds provided by the Participating Communities shall remain the property of the Dispatch District. Any such personal property which has been purchased with funds provided by a grant shall, upon proper request, become the property of the granting authority which provided such funds. Upon the dissolution of the Dispatch District, diligent efforts shall be made to sell the property of the Dispatch District (excluding property purchased with grant funds) and the proceeds therefrom shall be equitably distributed to the then Participating Communities.

Notwithstanding the above, the Participating Communities acknowledge, agree and consent to the Executive Director, under advisement of the Finance Committee, to act as (1) the procurement agent of the Dispatch District, and (2) the applicant and grantee or agent for any and all grant programs that may be available to the Dispatch District.

C. The Executive Director in conjunction with the Operations Committee shall be responsible for determining what communications equipment is necessary to operate and maintain the dispatch system. In carrying out its responsibilities the Executive Director and the Operations Committee shall be subject to the following standards:

(1) The dispatch facility shall be intended to provide consolidated regional public safety communications and dispatch services to the Participating Communities.

(2) All dispatch facility components shall be compatible with each other.

(3) The choice of dispatch facility components and the operation and maintenance of the system shall be based upon cost efficiency including budget constraints and effectiveness and upon a desire to establish appropriate response to the emergency dispatch and communications needs of the citizens of the region.

(4) The Participating Communities acknowledge that system quality is subject to cost efficiency and budget constraints and that various sections of this agreement impose requirements related to budget approval by the Finance Committee.

(5) Each of the Participating Communities shall provide and maintain all necessary telephone circuits, radio circuits/frequencies, two-way radios, antennae and any related and/or necessary equipment required for their agency's operation, communication with the dispatch facility, and their respective emergency networks. All such telecommunications costs, maintenance costs, and expenses for equipment located within its community shall be the responsibility of each respective community.

7. Fiscal Year of the Dispatch District.

The fiscal year for the Dispatch District shall be July 1 to June 30 of each year.

8. Annual Budget.

With the assistance of the Operations Committee, the Executive Director shall develop and recommend to the Administration Board and the Finance Committee an annual budget on or before February 1 of each year. The annual budget shall set forth all anticipated expenses and revenues for the following fiscal year and contingency funds for unanticipated operating and capital expenses. The Finance Committee shall be responsible for the approval of the annual budget. The annual budget shall include (1) the operating budget, (2) the capital budget, (3) the operating reserve budget and (4) the capital reserve budget. The budget shall include any planned or future capital expenses and the salaries and benefits for all persons employed by the Dispatch District shall be subject to the budget approval process set forth herein. The useful life of equipment and other assets shall be considered when formulating the annual budget.

Money allocated to the operating reserve budget or the capital reserve budget may only be expended with the express approval of the Finance Committee. Any unspent portion of a reserve budget shall be carried forward to the next fiscal year in addition to the reserve allocation for each such fiscal year.

The total budget upon which is based the assessment against each of the Participating Communities will be reduced by revenue from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable or by other revenues available to the District.

In the event that emergency expenditures are required to maintain system integrity in excess of amount budgeted therefor, the Dispatch District is authorized to incur the same first from the reserve fund and second from any other funds available.

All financial obligations of the Participating Communities shall at all times be subject to annual municipal appropriation, including, but not limited to the Participating Communities' indemnification obligations under Paragraph 18 below. Notwithstanding the above, in the event that a Participating Community does not pay the District its allocated share of the expenses of the District in any year, such community's membership in the Dispatch District shall be subject to termination which may be made in accordance with the provisions of Paragraph 13(B).

9. Allocation of Costs of Dispatch Facility.

Each Participating Community shall be charged an equal sum each year which shall be calculated based upon the total annual budget divided by the number of communities participating. Each Participating Community agrees to assume an equal share of all costs and expenses of all equipment, facilities, (including maintenance thereof), personnel and operations of the Dispatch District and to promptly remit payment therefor upon proper request.

The amount assessed to each Participating Community shall be certified by the Treasurer to the chief executive officers, board of assessors and treasurers of each Participating Community not later than February 1 annually.

Payments of assessments are automatically due and payable each year without further notice as follows:

July 1: 50% of total assessment plus \$5,000 for the contingency account
January 1: 50% of total assessment

Each Participating Community agrees to provide in its annual budget an appropriation to be available in an amount adequate for that party's assessment for the same fiscal year. If any Participating Community fails to include any assessed amount certified by the Treasurer in its appropriations for the fiscal year, the board of assessors shall raise the amount in the tax levy of that year under section 23 of chapter 59 of the General Laws.

Participating Communities shall be subject to reasonable penalties and interest if payments are not received within thirty (30) days of the date due.

10. Appointment of Accountant and Treasurer; Revolving Fund.

A. The Executive Director shall appoint an Accountant. This appointment will be ratified by the Administration Board and the salary and benefits, if applicable, are approved by the Administration Board per Section 15. The Accountant shall maintain accurate and comprehensive records, on the basis of generally accepted accounting

principles consistently applied, of all funds deposited into and paid from the Revolving Fund and other accounts as well as records of all services procured, costs incurred, liabilities, reimbursements.

The Accountant shall be a part-time employee of the district and their duties and responsibilities will be further defined in the Accountant's Job Description.

B. The Executive Director shall appoint a Treasurer who may be a treasurer of one of the towns in the District or the Chief Financial Officer of the Massachusetts Development Finance Agency. This appointment will be ratified by the Administration Board and the salary and benefits, if applicable, are approved by the Administration Board per Section 15. The Treasurer, subject to the direction and approval of the Finance Committee, shall be authorized to receive, take charge of, invest and disburse all funds of the Dispatch District without further appropriation. The Treasurer shall pay any bill of the Dispatch District which shall have been approved by the Executive Director. The Treasurer shall give bond for the faithful performance of his/her duties in a form and amount as fixed by the Administration Board. The Treasurer shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws.

The Treasurer shall be a part-time employee of the district and their duties and responsibilities will be further defined in the Treasurer's Job Description.

C. In order to finance the operation and administration of the Dispatch District, there shall be established and maintained a segregated revolving fund account (the "Revolving Fund") and such other accounts as may be appropriate. The Dispatch District shall have its own taxpayer identification number. All payments received by the Dispatch District and all expenses paid by the Dispatch District shall be deposited into or paid from the Revolving Fund.

D. Financial statements shall be issued to all Participating Communities on a quarterly and annual basis. There shall be an audit of the books and records of the Dispatch District performed by an independent third-party certified public accountant following the end of each fiscal year. In addition, the Administration Board shall have the right, upon sixty (60) days advance written notice, to audit or otherwise examine the books and records of the Dispatch District to verify the accuracy of the financial statements. The costs of performing any audit shall be an expense of the Dispatch District. The Administration Board shall be entitled to request and receive copies of the information described above upon reasonable notice.

Upon completion of each audit, the Administration Board shall forward a copy of the audit to the Chairperson of the Select Board of each Participating Community (and the SVP of Devens Operations), the state auditor, the state 911 department and the division of local services.

11. Reconciliation of Revolving Fund Account.

Not less frequently than quarterly, the Executive Director, District Accountant and District Treasurer shall reconcile cumulative payments made by Participating Communities into the Revolving Fund against cumulative amounts owed. Participating Communities shall be credited for over payments or billed for shortfalls, as appropriate.

Identified year-end positive balances will be carried over to the following fiscal year to allow for continuity of business. Upon receipt of all assessments and grant reimbursements, the Executive Director with the assistance of the District Accountant will present the remaining positive balance from the previous fiscal year to the Finance Committee who will make recommendations as to the appropriation of the remaining amount or how much to refund to the participating communities.

12. Procurement.

All goods and services procured by the Dispatch District shall be procured pursuant to applicable procurement laws, rules, or regulations.

13. Admission of Additional Members.

Any municipality that is not a party to this District Agreement as of the Effective Date may seek membership in the Dispatch District. For purposes of this District Agreement, a "municipality" shall be deemed to include the Department of Defense, the Federal Bureau of Prisons, and/or any other federal or state entity with due authority to be a member of the Dispatch District. Admission of additional municipalities to the Dispatch District shall be considered an amendment to the District Agreement.

In order to seek membership in the Dispatch District, a municipality must present to the Executive Director written documentation indicating that its Select Board (or equivalent authority) have voted in the affirmative to request membership in the Nashoba Valley Regional Dispatch District. Upon receipt of such documentation, the Executive Director shall request that the Administration Board, the Operations Committee, and the Finance Committee each place on its meeting agenda the question of whether to admit the requesting municipality as a **Provisional Member** of the Dispatch District. The Operations Committee and the Finance Committee shall each provide its recommendations to the Administration Board on whether to admit the municipality requesting membership.

After receiving the recommendations of the Operations Committee and Finance Committee, the Administration Board shall determine whether the requesting municipality shall be admitted to the Dispatch District as a Provisional Member. Admittance shall require a 2/3 vote of the number of then Participating Communities (excluding any Provisional Members).

Admittance to the Dispatch District as a Provisional Member shall enable that municipality to appoint representatives to each of the Administration Board, Operations Committee and Finance Committee, all as is set forth in Section 4 above, **provided however**, that all such representatives shall not have voting rights on the Administration Board, Operations Committee or Finance Committee until such time as the municipality is admitted as a full member and Participating Community.

During the period of provisional membership, the municipality shall work in good faith and with all due diligence with the Dispatch District to determine all actions and costs associated therewith that are required in order for the municipality to become a full member.

In the event that a provisional member withdraws its request for full membership, the Provisional Member shall be required to reimburse the Dispatch District for the time expended by the Executive Director in pursuing full membership for the Provisional Member. The Executive Director shall account for all such time accrued on behalf of the Provisional Member and his/her time shall be reimbursed by the Provisional Member at the rate set forth by his/her employment contract or pay scale and such amount shall be due and payable to the Dispatch District within ninety (90) days of the receipt of an invoice which shall include sufficient supporting documentation.

Admittance of a municipality to the Dispatch District as a full member and Participating Community shall first require,

- (1) the affirmation of the Operations Committee that all matters within its purview as described in Section 4(C) above have been addressed to its satisfaction in order for the municipality to begin operations in the dispatch facility; and
- (2) the affirmation of the Finance Committee the municipality has paid to the Dispatch District the full amount of its assessment due for the then current fiscal year, plus any and all other costs or expenses relating to membership in the Dispatch District attributable to the municipality, and that all other matters within its purview as described in Section 4(D) above have been addressed to its satisfaction in order for the municipality to begin operations in the dispatch facility; and
- (3) the affirmation of the Executive Director that all matters within his/her purview as described in Section 4(A)(4) above have been addressed to his/her satisfaction in order for the municipality to begin operations in the dispatch facility; and
- (4) the affirmation and affirmative vote of the Administration Board that all matters within its purview as described in Section 4(B) above have been addressed to its satisfaction in order for the municipality to begin operations in the dispatch facility.

Subject to the requirements of subsections 1-4 above, upon the affirmative vote of the Participating Communities as described above and upon its execution of this District Agreement (as may be amended from time to time), the municipality shall become a full member and a Participating Community in the Dispatch District with full voting rights on each of the Administration Board, Operations Committee and Finance Committee, and shall thereupon assume all of the rights, responsibilities, costs and liabilities of each of the other Participating Communities and shall at all times be subject to the terms and conditions of this District Agreement.

14. Termination or Withdrawal.

A. A Participating Community may elect to withdraw and terminate its membership in the Dispatch District by providing written notice to the Chairperson of the Administration Board not less than one hundred twenty (120) days prior to the expiration of the then current term of the District Agreement. Termination of membership shall be effective sixty (60) days following the date of receipt of the notice of termination, or thirty (30) days following the payment of all obligations incurred as of the date of receipt of notice of termination, whichever is later. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including without limitation, any other fees, costs, or expenses attributable to this District Agreement.

Following receipt of notice of termination, the remaining Participating Communities shall attempt to mitigate the damages caused by termination by either obtaining other parties to join the Dispatch District or by reducing expenses of the District, but until any mitigation actually occurs, the terminated party shall remain liable for its assessment in full until the end of the then current fiscal year. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Participating Communities. All parties to this District Agreement agree that the dispatch system is configured and expenditures are committed based upon the understanding that all parties will remain members of the District at least until the end of the then-current term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

In the event that the Dispatch District shall be comprised of less than two communities, the District shall be terminated pursuant to then applicable law.

B. If any party to this District Agreement defaults on payment of any assessment or otherwise breaches this agreement, such party shall be notified in writing stating therein the nature of the alleged default or breach and directing such party to cure such default or breach within ten (10) days. If such party in default or breach fails to cure said default or breach within ten (10) days, that party shall be subject to termination as a party to this District Agreement upon the vote of a majority of the Board members not subject to termination, acting on behalf of their respective communities. The party in default or breach shall not be entitled to vote on its own termination or be counted in determining a

majority in interest. The terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the then current fiscal year.

15. Dispatch District Personnel.

The Executive Director and all other Dispatch District personnel shall be employees of the Dispatch District. The Dispatch District shall employ supervisory and operations staff as approved in each annual budget. Salaries and benefits of all such personnel shall be approved by the Administration Board.

16. Dispatch District Personnel Retirement Plans.

Eligible employees of the Dispatch District shall be entitled to participate in the Commonwealth of Massachusetts' retirement system established under chapter 32 of the General Laws. Administration of the Dispatch District's employees' retirement plans shall be administered by the Worcester Regional Retirement System.

17. Severability Compliance with Applicable Law.

Should any part, term, portion or provision of this District Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The parties further intend for this District Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular but without limiting the generality of the foregoing, the parties intend for this District Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The parties will remain bound hereunder subject to such modified terms.

18. Indemnification.

Each of the Participating Communities and each Provisional Member shall indemnify, defend and hold harmless each of other and their successors and assigns, and all of their officers, directors, lenders, agents, contractors, volunteers, and employees (collectively the "Indemnitees") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of their employees, agents, volunteers, or representatives in the performance of the terms of this District Agreement, to the extent allowed by law.

By entering into this District Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to them by

operation of law. This agreement is by and between the parties which have executed it and each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity. This District Agreement is not intended to confer third-party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

GENERAL PROVISIONS

19. This District Agreement shall not affect any pre-existing, independent relationship(s) or obligations between the parties on any other subject or between the parties and any other third party or parties, including without limitation, "mutual aid" agreements.

20. None of the parties hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party (e.g., riot or institutional disturbance, natural or man-made disaster).

21. Notices.

All correspondence or other notice related to this District Agreement shall be in writing and delivered to each Participating Community to the address and contact person provided from time to time by each Participating Community. Each party hereto authorizes the other to rely in connection with their respective rights and obligations under the District Agreement upon approval by the party so designated or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

22. Amendments.

Amendments to this District Agreement shall require a two-thirds majority vote of the all of the members of the Administration Board except as may be otherwise provided by applicable law. All amendments shall be in writing and shall be executed by the Chief Administrative Officer of each Participating Community. The addition of any other community as a participating member of the Dispatch District shall require an amendment to the District Agreement.

23. Execution in Counterparts.

This District Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. Binding Effect.

This District Agreement shall be binding upon and shall inure to the benefit of each party and its successors and permitted assigns.

25. Governing Law.

This District Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this District Agreement.

26. Choice of Forum.

Any legal proceeding brought by an employee of the Dispatch District or any party hereto may be brought in a court with proper jurisdiction in either Middlesex County or Worcester County.

27. Relationship of Parties.

None of the provisions of this District Agreement is intended to create any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this District Agreement. The parties are not, and shall not be construed to be in a relationship of joint venture partnership or employer-employee.

28. Waiver.

No delay or failure to require performance of any provisions of this District Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing.

29. Entire Agreement.

This District Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter including without limitation, the IMA, as is explicitly set forth herein.

(The remainder of this page is intentionally left blank. Signature pages follow.)

IN WITNESS WHEREOF this District Agreement is executed in the name of each named party by a duly authorized officer of such party as of the date written above.

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

BY:

_____, duly authorized

Name:

Title:

Date:

TOWN OF HARVARD

BY:

_____, duly authorized.

Name:

Title:

Date:

TOWN OF LANCASTER

BY:

_____, duly authorized.

Name:

Title:

Date:

TOWN OF LUNENBURG

BY:

_____, duly authorized.

Name:

Title:

Date:

TOWN OF BERLIN

BY:

_____, duly authorized.

Name:

Title:

Date:

TOWN OF BOLTON

BY:

_____, duly authorized.

Name:

Title:

Date:

#3

#4

VIII. APPOINTMENTS AND RESIGNATIONS

IX. LICENSES AND PERMITS

X. NEW BUSINESS

XI. COMMUNICATIONS

SUBMITTED BY	Ross Mulkerin	DISTRICT	Nashoba Regional School District
PHONE	978-779-0539 x3007	SUBMISSION DATE	11/04/22
FIELD REP	Amy Handfield	SUBMISSION COMPLETE DATE	02/15/23

EXCESS AND DEFICIENCY CALCULATION

BEGIN:

UNRESERVED FUND BALANCE/EXCESS AND DEFICIENCY	1,511,586
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LESS:

OTHER RECEIVABLE, OVERDRAWN ACCOUNTS, DEFICITS

Cash Variance	887
Prepays	2,675
FB FY22 Title IV	1,000
FB FY21 Community Part 237	2,872
FB FY20 Community Partnership	2,491
FB FY19 Community Partnership	1,018
FB FY15 Enhanced Health	507
FB FY22 Comm Engag 237	368
FB FY16 SPED IDEA	287
FB FY19 Comm Partnership	173
FB FY17 SPED EC	166
Additional Sheet	-
	12,444

ADD:

CIRCUIT BREAKER, OTHER CLOSED ACCOUNTS, ADJUSTMENTS

		-

TOTAL CERTIFIED UNENCUMBERED EXCESS AND DEFICIENCY	1,499,142
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UNENCUMBERED E & D IN EXCESS OF 5% CALCULATION

OPERATING AND CAPITAL BUDGET	62,225,818
5% OF BUDGET	3,111,291
TOTAL IN EXCESS	-

REVIEWED BY:

Amy Handfield

DATE:

2/15/2023

PLEASE SEE CERTIFICATION LETTER

FOR DIRECTOR OF ACCOUNTS APPROVAL

XII. ON GOING PROJECTS & OLD BUSINESS

XIII. ADJOURNMENT
