



TOWN OF TISBURY
SPECIAL TOWN MEETING WARRANT
TUESDAY, APRIL 25, 2023 AT 7:00 PM

Commonwealth of Massachusetts

County of Dukes, ss.

To either of the Constables of the Town of Tisbury,

Greetings:

In the name of the Commonwealth of Massachusetts you are directed to notify the inhabitants of the Town of Tisbury who are qualified to vote in elections and Town affairs to assemble at the Martha's Vineyard High School Performing Arts Center, 100 Edgartown Vineyard Haven Road, in the Town of Oak Bluffs, on the twenty-fifth day of April in the year Two Thousand and Twenty-Three at seven o'clock in the evening, then and there to act on the following articles in this warrant:

ARTICLE 1 TO OBTAIN OFFICIAL BONDS

To see if the Town will vote to instruct the Select Board to obtain of the Town Officers from whom bonds are required in FY2024 only such bonds as are secured by regular bond and surety firms and, when the bond of any Town Officer is accepted by the Select Board, that the Town shall bear the expense of the amount paid by him or her for said bond, or take any action relative thereto.

Submitted: Select Board

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 2 TO AUTHORIZE THE TREASURER TO BORROW IN ANTICIPATION OF REVENUE

To see if the Town will vote to authorize the Town Treasurer, with the approval of the Select Board, to borrow from time to time in anticipation of revenue for FY2024, in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 4, and to issue a note or notes therefor, payable within one (1) year, and to renew any note or notes as may be given for a period of less than one (1) year, in accordance with Massachusetts General Laws, Chapter 44, Section 17, or take any action relative thereto.

Submitted: Finance Director

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 3 TO AUTHORIZE THE FINANCE DIRECTOR TO ENTER INTO A COMPENSATING BALANCE AGREEMENT

To see if the Town will vote to authorize the Finance Director to enter into a compensating balance agreement or agreements for FY2024, pursuant to Chapter 44 Section 53F of the Massachusetts General Laws, or take any action relative thereto.

Submitted: Finance Director

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 4 TO ELECT A FISH COMMITTEE

To see if the Town will vote to elect Janet Messineo, James Tilton, and John M. Wilbur as a Fish Committee in FY2024, pursuant to the provisions of Chapter 40 of the Special Acts of 1847 as it relates to the regulation of herring fishing at Chappaquonsett Pond and Creek and access thereto, or take any action relative thereto.

Submitted: Select Board

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 5 TO AMEND THE TISBURY PROCUREMENT AND PROPERTY DISPOSAL BYLAW

To see if the Town will vote to amend the Town's Procurement and Property Disposal Bylaw to increase the dollar value for Chief Procurement Officer review by deleting the language shown below in strikethrough and inserting the language shown below as underlined, or take any action relative thereto.

PROCUREMENT AND PROPERTY DISPOSAL BYLAW

All procurement of supplies, equipment and services, including construction and design services, with a value of ~~one thousand dollars (\$1,000)~~ ten thousand dollars (\$10,000) or more shall be reviewed and approved by the Chief Procurement Officer or his designee prior to execution of any contract or purchase order therefor.

Submitted: Select Board

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 6 TO ESTABLISH THE POSITION OF ASSISTANT TOWN CLERK

To see if the Town will vote to create the new full-time position of Assistant Town Clerk to be placed on the Classification and Compensation Plan for Full-time Managerial and Professional Employees at a grade M1, with funding for such position to be appropriated at a later date, or take any action relative thereto.

Submitted: Town Clerk

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 7 TO ADD PARCELS TO THE CENTRALIZED WASTEWATER COLLECTION AND TREATMENT SYSTEM SERVICE AREA

To see if the Town will vote to extend the Centralized Wastewater Collection and Treatment System Service Area to include the lots identified on the Tisbury Assessors' Maps as follows, or take any action relative thereto.

- 22-A-1 State Road and Holmes Hole Road
- 22-A-4.1 6 Breakdown Lane
- 22-A-4.2 Holmes Hole Road
- 22-A-4.3 22 Vickers Way
- 22-A-4.32 53 Short Hill Road
- 22-A-4.4 11 Vickers Way
- 22-A-4.5 32 Breakdown Lane
- 22-A-4.8 13 Breakdown Lane
- 22-A-5 64 Short Hill Road
- 23-A-19 317 State Road
- 23-A-19.2 17 DeBettencourt Way
- 23-A-19.3 DeBettencourt Way
- 23-A-19.4 DeBettencourt Way

Submitted: Select Board/ Wastewater Department

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 8 TO AMEND SECTION 03.01 OF THE TISBURY ZONING BY-LAWS

To see if the Town will vote to amend Section 03.01 of the Tisbury Zoning By-Laws entitled Types of Districts by adding the proposed text shown below, or take any action relative thereto:

TZBL 03.01 Types of Districts:

For the purposes of this Bylaw, the Town of Tisbury is divided into the following types of use districts:

- Residential District 10 (Map Symbol R10)
- Residential District 20 (Map Symbol R20)
- Residential District 25 (Map Symbol R25)
- Residential District 50 (Map Symbol R50)
- Residential District 3A (Map Symbol R3A)
- Business District 1 (Map Symbol B1)
- Business District 2 (Map Symbol B2)
- Lagoon Harbor Park (LHP)**
- Waterfront/Commercial District (Map Symbol W/C)

Proposed Addition:

Add: Lagoon Harbor Park (LHP)

Reason:

In Existence since 1985

Submitted: Planning Board

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 9 TO AMEND SECTION 04.02.08 OF THE TISBURY ZONING BY-LAWS

To see if the Town will vote to amend Section 04.02.08 of the Tisbury Zoning By-Laws, regarding permitted uses in the Residential Districts and entitled

Use of premises or building thereon in connection with one's trade, by deleting the current language and inserting in its place the proposed language shown below, or take any action relative thereto:

TZBL 04.02.08

Current: Use of premises or building thereon in connection with one's trade by a resident carpenter, electrician, painter, plumber, or other artisan, provided that no manufacturing or business requiring substantially continuous employment of more than one (1) person on the premises be carried on. No outside storage of material's connected with said business shall be permitted in Residential Districts.

Proposed: Use of premises or building thereon in connection with one's trade business, provided that no manufacturing or business involving regular employment of more than one (1) person, not including the property owner or primary occupant, working on the premises be carried on. Outside storage of materials and equipment must be screened from abutting properties and public or private ways. Only two (2) vehicles connected with said business, inclusive of employee vehicles, shall be allowed and all such parking, whether overnight or for any period of the day, shall be entirely within the property boundaries. No vehicle larger than 26,001 pounds (lbs.) requiring a class B CDL license shall be permitted to park on said premises. Outdoor operations associated with said business will be limited to between 8AM-5PM Monday through Saturday. No outdoor business activities shall occur on Sunday. It shall be considered a violation of this Bylaw if regular daily gathering of employees or use of equipment occurs that exceeds noise, illumination and odors restrictions as stated in Bylaw Section 07.09; limiting noise and disturbance to abutting properties may be required by the Town Building Inspector. The use of vegetative or other means of screening and noise reductions may also be required by the Building Inspector.

Reason: Clarification that only one person can be employed on the property full time and that multiple commercial vehicles are not permitted. A common zoning complaint has been a tradesperson parking multiple work vans or trucks on the lot and then workers report to the home early in the morning to get in their van for the day causing extra noise in residential neighborhoods, as well as noise caused by use of equipment outdoors.

Submitted: Planning Board
The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 10 TO AMEND SECTION 09.01.06 OF THE TISBURY ZONING BY-LAWS

To see if the Town will vote to amend Section 09.01.06 of the Tisbury Zoning Bylaws, regarding Coastal Districts and entitled Regulations and Restrictions, by deleting the first sentence of the “height of Structures” paragraph and inserting in its place the proposed language shown below, or take any action relative thereto:

TZBL 09.01.06

Current: The maximum height of structures as measured vertically from the mean natural grade level shall be as follows: Twenty-four (24’) feet for a pitched roof and thirteen (13) feet for a flat or shed roof (which is a roof of pitch one (1) in four (4) or less).

Proposed: The maximum height of structures as measured vertically from the mean natural grade level shall be as follows: Twenty-six (26’) feet for a pitched roof and Thirteen (13’) feet for a flat or shed roof (which is a roof of pitch one (1) in four (4) or less). Chimneys used solely for exhausting smoke/gas are exempt from the maximum height limit.

Reason: Moving structures in the Coastal District generally requires raising the height of the structure. Surveyor/Engineer requested this change.

Submitted: Planning Board
The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 11 TO AMEND THE TISBURY ZONING BY-LAWS, ADD NEW SECTION 07.17

To see if the Town will vote to amend the Tisbury Zoning By-Laws by adding a new Section 07.17, entitled Time Share, Interval and Fractional Ownership Units, as set forth below, or take any action relative thereto:

TZBL 07.17 Time Share, Fractional and Interval Ownership Units:

Proposed: .01 Findings and Purpose.

The purpose of this section is to preserve and protect limited housing stock in the Town from the market pressures attendant to time share, interval and fractional ownership uses and to protect neighborhoods from the impacts of such uses.

- a. Fractional ownership, interval and time share units have similar character as commercial hotels, motels, lodges, and other commercial occupancy uses due to their transient nature and multiple short-term occupancies. Such commercial or quasi-commercial use is inappropriate in residential areas due to the increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods.
- b. The needs of transient occupants are averse to the interests sought to be protected and preserved in residential neighborhoods, because commercial uses for transient occupants may sacrifice other values critical to residential neighborhoods.
- c. The Town deems it necessary and appropriate to protect the existence of year-round residences and the quiet and peace of the Town by preventing unwarranted commercialization from

encroaching therein, including commercialization caused by the misuse of single-family residences.

.02 Definition.

- a. Time Share, Interval or Fractional Ownership Unit. Any Dwelling Unit which is owned by a limited liability company, corporation, partnership, or other joint ownership structure in which unrelated persons or entities own, sell, purchase or otherwise for consideration create or acquire any divided property interest including co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are subject to, or subsequently bound by any agreement limiting the right or functional ability of interest holders or their designees to occupy or use the property to their respective interests or any other agreement which limits interest holders' or their designees' use of the property to fractional reservations through stay limitations of any duration. Such use is established by any of the following elements:
1. co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are openly advertised, marketed, or offered for sale and sold individually at separate times.
 2. centralized or professional management.
 3. reservation systems.
 4. maximum or minimum day limits on each interest holder's occupancy or use of the property; or
 5. management agreements or fees reflective of interval use or ownership, irrespective of whether the agreement may be cancelled individually or by any party.

.03 Prohibition of fractional ownership, interval, and time share units.

The use of any dwelling unit in the Town as a fractional ownership, interval or time share unit is prohibited in the residential districts R-10, R-20, R-25, R-50, and the R-3A

- a. Exceptions.
1. This section shall not be deemed to preclude the creation of mortgages, liens, easements or other similar interests encumbering the residential property as a whole to secure a loan or for any other legitimate purposes.
 2. This section shall not apply to non-commercial groups, such as families, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association or trust, as opposed to sold in fractional or divided interests on the open market.

.04 Severability.

If any section, subsection, sentence, clause or phrase of this section is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.

Submitted: Planning Board

The Finance and Advisory Committee Recommends Passage of This Article. (6-1-0)

ARTICLE 12 TO AMEND SECTION 04.03.13 OF THE TISBURY ZONING BY-LAWS

To see if the Town will vote to amend Section 04.03.13 of the Tisbury Zoning By-laws, regarding uses requiring a permit from the Board of Appeals and titled

“Accessory Apartments,” by striking condition (b) shown as underlined below and re-lettering conditions (c) and (d) as (b) and (c), or take any action relative thereto:

TZBL 04.03.13

Current:

Accessory Apartment Purpose and Intent; The purposes of this Bylaw are to:

1. Provide affordable, community and year-round rental housing within the architectural context of the Town's single family home character.

2. Provide an opportunity for family members and seniors who choose to live in a close proximity but separate to remain within that family environment.
3. Provide caregiver housing for the health and security concerns of elder or disabled homeowners who wish to remain in their home.
4. Provide homeowners with additional income to help them retain ownership of their homes.
5. Protect residential stability, property values, and the single-family character of the neighborhoods.
6. Make it possible for the Town to supervise and monitor such additions for code compliance and safety.

Conditions:

Only one accessory dwelling unit is permitted in a single-family residential dwelling pursuant to a special permit issued under the provisions of Section 04.03.13 and provided that:

- (a) The lot on which the accessory apartment is situated is not in either the R3A or the Coastal District.
- (b) The requirements of Schedule A (section 13.00) are met.
- (c) No more than one (1) accessory apartment shall exist on a lot. If a guesthouse or accessory apartment exists on the lot, no additional accessory apartment shall be allowed.
- (d) The accessory apartment shall measure no more than forty (40) percent of the existing habitable area not to exceed six- hundred (600) square feet in all residential districts. At no time shall either dwelling unit be made a condominium and held in separate ownership. The appearance of the building shall remain that of a single-family residence in keeping with the character of the neighborhood.

Proposal: Strike condition (b) and re-letter (c) and (d) as (b) and (c).

Reason: An accessory apartment is contained within an existing dwelling, unlike a guest house which is detached and which is subject to Section 04.03.08 requiring that the lot area must exceed, by 25% or more, that required by Schedule A for a single-family dwelling.

Submitted: Planning Board

The Finance and Advisory Committee Recommends Passage of This Article. (6-0-0)

ARTICLE 13 TO RE-NAME AND EXPAND THE PURPOSE OF THE ENERGY STABILIZATION FUND

To see if the Town will vote, pursuant to Section 5B of Chapter 40 of the General Laws, to re-name the Energy Stabilization Fund, which was established by the vote under Article 12 of the warrant for the 2022 Annual Town Meeting, as the Climate and Energy Stabilization Fund, and to expand the purpose of the fund to include all of the following: costs of improvements related to energy conservation, reduction, generation and storage for Town facilities and for climate resilience projects, or take any action relative thereto.

Submitted: Select Board/ Climate Committee

The Finance and Advisory Committee Recommends Passage of This Article. (7-0-0)

ARTICLE 14 AMENDMENT AND RESTATEMENT OF THE REGIONAL AGREEMENT FOR MARTHA'S VINEYARD REGIONAL SCHOOL DISTRICT

To determine whether the Town will vote to accept and approve the amendment and restatement of the Regional Agreement for the Martha's Vineyard Regional School District which was initiated and approved by a vote of the School Committee for the Martha's Vineyard Regional School District on September 1, 2022, and which has been submitted as an amended and restated "Regional Agreement for Martha's Vineyard Regional School District" to the Town Clerks of each Member Town, consistent with Section XIII of the existing Regional Agreement, titled

"REGIONAL AGREEMENT Martha's Vineyard Regional High School"; or take any action relative thereto.

Explanation: The School Committee for the District has proposed an amendment and restatement of the District's Regional Agreement to supersede the original 1954 regional agreement and all other amendments to the original agreement, and which will reflect and comply with changes in applicable law. This amendment and restatement of the Regional Agreement will take effect only if all six member towns accept and approve the amendment and restatement at their respective Town Meetings and only upon approval by the Commissioner of Elementary and Secondary Education for the Commonwealth of Massachusetts. A copy of the full text of the amended and restated Regional Agreement is included below and is available from the Town Clerk, and also will be available at Town Meeting.

**REGIONAL AGREEMENT FOR
MARTHA'S VINEYARD REGIONAL SCHOOL DISTRICT**

This amendment and restatement approved by the School Committee: September 1, 2022 supersedes the original 1954 agreement and all other amendments to the original agreement.

REGIONAL AGREEMENT

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts ("M.G.L."), as amended, among the towns of Tisbury, Oak Bluffs, Edgartown, West Tisbury, Chilmark, Aquinnah (formerly known as Gay Head), in the Commonwealth of Massachusetts, hereinafter sometimes referred to as "member towns" for the purpose of establishing a regional school district and setting forth the terms and conditions for its operation. The regional school district shall be called the Martha's Vineyard Regional School District (hereinafter sometimes referred to as "District"). This restatement is made pursuant to Section XIII of the original regional agreement, as previously amended, by amending and restating the regional agreement in its entirety. The provisions of this restatement supersede any contrary or inconsistent provisions of the original regional agreement and any contrary or inconsistent provisions of any amendments prior to this restatement. In consideration of the mutual promises herein contained, it is hereby agreed as follows.

Section I. The Regional District School Committee

- (a) The powers and duties of the District shall be vested in and exercised by a District School Committee (hereinafter referred to as the "Committee"). The Committee shall consist of nine (9) members: two from the town of Tisbury, two from the town of Oak Bluffs, two from the town of Edgartown, one from the town of West Tisbury, one from the town of Chilmark, and one from the town of Aquinnah.
- (b) At any time during the month of May, the local school committee of the member towns of Edgartown, Oak Bluffs and Tisbury shall annually appoint from its own membership the number of Committee members specified in Section I (a) above to serve for one year commencing the first day of June following their appointment and until their successors are appointed and qualified. The Select Boards of the towns of Chilmark, Aquinnah and West Tisbury shall each appoint as the Committee member from such member town the same representative who is elected or appointed from their town to fill the "member town" seat of the Up-Island Regional School District of Martha's Vineyard, as set forth in *Section III, Representation to the Up-Island Regional School Committee* of the Up-Island Regional School Agreement. Committee members from the towns of Chilmark, Aquinnah and West Tisbury will serve from the time of their appointment by their Select Board until their successors are appointed and qualified.
- (c) In the event that any then serving member of the Committee shall be unable to continue to serve in such office due to death, resignation or lawful removal from office, such event shall be deemed to create a vacancy hereunder. In the event that any newly appointed Committee member shall fail to qualify for office due to death or declination to serve, such failure to qualify shall be deemed to create a vacancy hereunder. If a vacancy occurs on the Committee with respect to a Committee member from the towns of Edgartown, Oak Bluffs, or Tisbury, the respective local school committee shall appoint from its own membership a Committee member who shall serve for the balance of the unexpired term and until such new Committee member's successor is appointed and qualified. If a vacancy occurs on the Committee with respect to a Committee member from the towns of Chilmark, Aquinnah or West Tisbury, the Select Board of the member town in which such vacancy occurs shall appoint a Committee member to serve for the balance of the unexpired term and until such new Committee member's

successor is appointed and qualified; the new Committee member so appointed by said Select Board may be, but is not required to be, the same individual who is appointed to fill the corresponding vacancy on the Up-Island Regional School Committee.

Section II. Organization of the Regional School District Committee

- (a) Annually during the month of June, the Committee shall organize by the selection by ballot from its own membership of a chairperson and vice chairperson. At the same meeting or any other meeting, the Committee shall appoint a secretary and treasurer who may be the same person and need not be members of the Committee.
- (b) The Committee may appoint such other officers and agents as it deems advisable, determine the terms of office of its officers (except the chairperson and the vice-chairperson who shall be elected as provided above), and prescribe the powers and duties of any of its officers. Provision shall be made by the Committee for the times and places of its regular meetings, and for the calling of special meetings.

Section III. Powers and Duties of the Regional District School Committee

- (a) The Committee, for and on behalf of the District, may, by purchase, or the exercise of eminent domain or otherwise, acquire such real estate and other property, and may enter into such contracts or agreements, and may employ such architects, contractors, and engineers, attorneys or other experts, and may be necessary or desirable for the District to carry out its purposes and powers.
- (b) The Committee, for and on behalf of the District, shall establish and maintain within the District a central office for the transaction of its business, the place to be determined by the Committee; and the Committee shall have power to equip said central office and to purchase such supplies as may be required in the transaction of the business of the District.
- (c) The Committee shall have all powers conferred, and all the duties imposed, by this agreement and such other additional powers and duties as are specified in sections 16 through 16I inclusive of Chapter 71 of the M.G.L., and any amendments thereof or additions thereto now or hereafter enacted, and as may be specified in any other general law or in any applicable special law; and shall have all the powers and duties conferred and imposed upon school committees by law. The Committee shall have authority to act on any other matters, not incompatible with law, which the Committee members thereof deem advisable.
- (d) The Committee shall designate a District clerk as required by M.G.L. Chapter 71, Section 14E.
- (e) Each member of the Committee shall be entitled to one vote. The quorum of the Committee for the transaction of business shall be six Committee members, but a lesser number may adjourn.

Section IV. Type of School

The district school shall be a senior high school consisting of grades 9 through 12, inclusive. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the M.G.L. and acts amendatory thereof, in addition thereto or dependent thereon.

Section V. Location of Regional District School

The District School shall be located in the general area Southwest of the Edgartown-Vineyard Haven Road, northeast of the Martha's Vineyard Airport, and adjacent to the Martha's Vineyard State Forest.

Section VI. Membership

- (a) All students residing in any member town and qualified to attend a senior high school may attend the district school under the same regulations as would apply if a public senior high school existed in such town.

- (b) Students residing outside the District may enroll in and attend the District School upon the approval of the Committee on a tuition basis and upon such terms as determined by the Committee. Income received by the District from tuition students may be deposited into an approved revolving account and expended by the Committee without further appropriation by the member towns.
- (c) Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as now or may be hereafter provided by law, and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be included in the District's budget and assessed to the member towns as an Operating Cost.

Section VII. Apportionment and Payment of Costs Incurred by the District

- (a) In compliance with 603 Code of Massachusetts Regulations ("CMR") 10.03(3), as amended, the District shall adopt and consistently use for all accounting purposes, the Chart of Accounts, as amended, established and maintained by the Massachusetts Department of Elementary and Secondary Education or its successor ("DESE"). District budgets shall be consistently prepared using the line items and associated definitions described in said Chart of Accounts.
- (b) For the purpose of apportioning assessments among the member towns, costs shall be divided into two categories: Capital Costs and Operating Costs.
- (c) Capital Costs shall include all expenditures relating to capital outlay, including without limitation all expenses as outlined in M.G.L. Chapter 71, Section 16(d) as it may be amended from time to time, the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition, the cost of sewer systems and sewerage treatment and disposal facilities or the cost of purchase or use of such systems with a municipality, and the cost of any other capital asset or outlay which the District may acquire or for which the District may be authorized to borrow under any applicable general or special law now or hereafter in effect, payment of principal and interest on bonds or other obligations issued by the District to finance Capital Costs.
- (d) Operating Costs shall include all costs not included in Capital Costs, as defined herein, including without limitation costs such as salaries, wages, supplies, tests, repair and maintenance expenditures, interest on notes issued in anticipation of revenue, and other costs incurred in the day-to-day operation of the school.
- (e) Capital Costs of the District shall be apportioned as follows:

- (1) Capital Costs incurred in connection with the renovation, repair, alteration and/or reconstruction of Martha's Vineyard Regional High School pursuant to building project undertaken in connection with an invitation in 2022 to apply to Massachusetts School Building Authority ("MSBA") for partial funding of such project (the "2022 MSBA Project") in connection with such project shall be apportioned to the member towns as follows:

A.	Town of Aquinnah	2.40%
B.	Town of Chilmark	8.26%
C.	Town of Edgartown	30.13%
D.	Town of Oak Bluffs	22.89%
E.	Town of Tisbury	22.90%
F.	Town of West Tisbury	13.42%

- (2) All other Capital Costs of the District shall be apportioned to the member towns as follows: Such Capital Costs shall be apportioned to the member towns based on the ratio which that member town's Foundation Enrollment, calculated on the basis of the member town's

combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for the member town, bears to the total Foundation Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for all member towns, provided that the ratio for each member town shall be not less than one percent (1%) and, to the extent that any member town's ratio is less than one percent (1%) and is fixed at one percent (1%) for the purposes of this apportionment calculation, the remaining ninety-nine percent (99%) of such other Capital Costs under this subsection (2) for that year will be apportioned to the other member towns on the basis of the respective ratios that each member town's Foundation Enrollment, calculated on the basis of the member town's combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for the member town, bears to the total Foundation Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for all member towns. The Foundation Enrollment for purposes of calculating apportionment of Operating Costs will be determined using figures reported to DESE by each member town on October 1 for the preceding three years.

- (f) Operating Costs shall be apportioned to the member towns based on the Alternative Assessment Method as calculated and outlined in subsection (2) below or based on the Statutory Assessment Method, calculated as set forth in subsections (1) below. The Committee will have the option to vote the Alternative Assessment Method or the Statutory Assessment Method each year:

(1) Statutory Assessment Method:

- A. The apportionment of Operating Costs for each member town for each fiscal year will be the sum of the following: (i) the member town's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education ("Commissioner"); (ii) the member town's share of that portion of the District's net school spending, as defined by M.G.L. Chapter 70, Section 2 that exceeds the total of the required local contributions for all member towns; and (iii) the member town's share of costs for transportation and all other expenditures (exclusive of Capital Costs as defined under Section VII (c) above) that are not included in the District's net school spending. A member town's share of (ii) and (iii) herein will be based on the ratio which that member town's Foundation Enrollment, calculated on the basis of the member town's combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for the member town, bears to the total Foundation Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for all member towns, provided that the ratio for each member town shall be not less than one percent (1%) and, to the extent that any member town's ratio is less than one percent (1%) and is fixed at one percent (1%) for the purposes of this apportionment calculation, the remaining ninety-nine percent (99%) of (ii) and (iii) herein will be apportioned to the other member towns on the basis of the respective ratios that each member town's Foundation Enrollment, calculated on the basis of the member town's combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for the member town, bears to the total Foundation Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for all member towns. The Foundation Enrollment for purposes of calculating apportionment of Operating Costs will be determined using figures reported to DESE by each member town on October 1 for the preceding three years.

(2) Alternative Assessment Method:

- A. Each member town's share of Operating Costs for each fiscal year shall be determined based on the ratio which that member town's Foundation Enrollment, calculated on the basis of the member town's combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for the member town, bears to the total Foundation Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for all member towns, provided that the ratio for each member

town shall be not less than one percent (1%) and, to the extent that any member town's ratio is less than one percent (1%) and is fixed at one percent (1%) for the purposes of this apportionment calculation, the remaining ninety-nine percent (99%) of (ii) and (iii) herein will be apportioned to the other member towns on the basis of the respective ratios that each member town's Foundation Enrollment, calculated on the basis of the member town's combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for the member town, bears to the total Foundation Enrollment for all member towns in the District, calculated on the basis of a combined three-year rolling average of Foundation Enrollment for grades 9 – 12 for all member towns. The Foundation Enrollment for purposes of calculating apportionment of Operating Costs will be determined using figures reported to DESE by each member town on October 1 for the preceding three years.

- B. Use of the Alternative Assessment Method must be approved by all member towns in each fiscal year in which it is utilized.
- (g) For purposes of defining enrollment related to assessments, student enrollment shall be defined as the number of students in all grades nine through twelve (9 – 12), inclusive, included in the state's definition of Foundation Enrollment.
- (h) Each member town shall pay its proportionate share of Operating Costs and Capital Costs to the District each year in four (4) equal instalments within thirty (30) days of July 1, October 1, January 1, and April 1.
- (i) The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Department of Revenue and consistent with the terms of M.G.L. Chapter 71, Section 16B ½.

Section VIII. Annual Report

- (a) The Committee shall submit to each of the member towns an annual report, in sufficient time for inclusion in the annual reports of said member towns. This annual report shall include a detailed financial statement showing the methods by which each member town's share of the annual charges assessed against each member town, including without limitation operating and capital costs, were computed, together with such additional information relating to the operation and maintenance of such school as may be deemed necessary by the Committee or by the Select Board of any member town.
- (b) The Committee shall conduct an annual independent, financial audit and receive the audit report in public session. Copies of the audit report shall be provided within ten (10) days to the Select Board of each member town, to the school committees of each member town, and to such other officers of the member towns and the District as may be required by law.

Section IX. Budget

- (a) At the opening of each academic year, the Committee shall as promptly as practicable, proceed to determine the amounts necessary to be raised to maintain and operate the District for the next fiscal year, and the amount required for payment of debt and interest, incurred by the District which will be due in said year, and shall prepare a tentative operating budget containing all proposed operating expenditures, capital expenditures and debt service payments to be paid from general revenues of the District. The budget shall identify each separate revenue source, and the amount estimated for each revenue source; shall specify whether member town assessments are to be calculated pursuant to the statutory assessment method or the alternative assessment method then provided for in the regional agreement, if any; and shall specify the total amounts to be assessed to the member towns for the support of the budget. All non-recurring expenditures shall be itemized. This tentative operating budget shall be itemized in such further detail as the Committee may deem advisable. Such tentative operating budget shall be approved by a majority of the members of the Committee. The Committee shall submit copies of such tentative operating budget to the chairperson of Finance or Advisory Committee of each member town at least thirty (30) days prior to the date on which the final operating and capital budget is adopted by the

Committee. If there is no Finance or Advisory Committee in a member town, such copy shall be sent to the Select Board of such member town.

- (b) The Committee shall hold a budget hearing consistent with M.G.L. c. 71, §38N, as amended, annually on its proposed annual budget not less than seven days after publication of a notice thereof in a newspaper having general circulation in the region. Following the public hearing on the proposed annual budget, the Committee may make any such modifications to its proposed annual budget as it may deem necessary or desirable before voting to adopt a final budget.
- (c) Following such hearing, the Committee shall adopt a final budget by a two-thirds (2/3) vote of all of its Committee members, incorporating such changes from the proposed budget that the Committee has deemed appropriate. The budget and assessments shall be so constructed to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs. Said adoption of a final budget shall occur not later than forty-five (45) days prior to the earliest date on which the business section of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1).
- (d) Within thirty (30) days from the date on which the budget is adopted by the Committee, and in no event later than April 30, the District treasurer shall certify to the treasurers of the member towns that member town's assessed share of such budget.
- (e) The District's annual budget, as adopted by the Committee, and the member town's assessment as certified by the Treasurer of the District shall be placed before each local appropriating authority for its consideration. The annual budget, as adopted by the Committee shall require the approval of two-thirds ($\frac{2}{3}$) of the member towns by an affirmative vote of the appropriating authorities for such member towns, provided however, that, as stated in Section VII (f)(2)B, above, if the Alternative Assessment Method is used, the annual budget shall require the approval of all member towns by an affirmative vote of the appropriating authorities for such member towns. A vote by the local appropriating authority to appropriate the member town's assessment shall constitute approval of the District's budget. The District budget, so approved, shall be apportioned among the member towns in accordance with the terms in Section VII (e) and (f) above, of this agreement, and assessments pursuant to such approved budget shall be paid by the member towns to the District in accordance with the terms of Section VII (h) above, of this agreement.

Section X. Transportation

School transportation shall be provided by the District according to M.G.L. Ch. 71, Section 16C as amended and the cost thereof shall be apportioned to the member towns as an annual Operating Cost pursuant to Section VII (f).

Section XI. Admission of Additional Towns to the Regional School District

- (a) By an amendment of this agreement adopted under and in accordance with Section XIII, hereinafter, any town or towns may be admitted to the District upon adoption of such amendment and upon acceptance of the agreement as so amended by the town or towns seeking admission and only upon compliance with such provisions of law as may be applicable, including, but not limited to, 603 CMR 41.05(6), as amended, and with such terms as may be set forth in such amendment. Notwithstanding the timeline and effective date outlined in Section XIII (b) and (c), a new member town may only be admitted at the beginning of a fiscal year, effective on July 1 of that fiscal year, and only if the approval of all member towns and the Commissioner has been obtained on or before the preceding December 31st. The authorizing votes of the member towns may provide for the deferral of said admission until July 1 of a subsequent fiscal year.
- (b) Upon admission of a new member town to the District, assessments levied against the other member towns by the District to meet capital costs as defined in Section VII (c) shall be reapportioned, the terms

of reapportionment to be stipulated in the amendment to the agreement by which the newly admitted member town is admitted to the District.

- (c) The newly admitted member town shall pay to the District its share, as determined in Section XI (b) and XI (c) of this agreement the funded indebtedness of the District already retired. For the purpose of this calculation such funded retired indebtedness shall be deemed to be the difference between (1) the original capital costs incurred by the District plus any subsequent capital costs, exclusive of interest and the total state construction grant, depreciated at the rate of 2 percent per year, and (2) that part of capital costs as yet unpaid less that part of the state construction grant not yet received. Such share of the newly admitted member town shall be paid over the remaining scheduled period for repayment of such indebtedness, in four equal installments, to be paid not later than the twentieth of March, June, September, and December in each year during this remaining period of indebtedness. Payments thus made toward retired indebtedness shall be credited to the other member towns comprising the District in amounts proportionate to the share of those same capital costs that each of those other member towns paid in the past.

Section XII. Withdrawal of a Town from the Regional School District.

- (a) The withdrawal of a member town from the District may be effected only by an amendment to this agreement in the manner hereinafter provided in this Section XII. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote referred to in the preceding sentence, the notification to the District consistent with subsection (b) below, and the submittal of a long range education plan consistent with subsection (c) below, must all occur no less than one (1) year prior to the desired date of withdrawal.
- (b) The clerk of the member town seeking to withdraw, within seven (7) days of the vote of the annual or special town meeting requesting the Committee to draw up an amendment to this agreement for the purpose of withdrawal of such member town, shall notify the Committee chairperson and the District's superintendent of schools in writing of such vote and shall provide a certified copy of the vote with such notification. Thereupon, the Committee shall draw up an amendment to this agreement consistent with the terms and provisions of this Section XII and setting forth such other terms of withdrawal as the Committee deems advisable, subject to the limitations contained in Section XIII. The Secretary of the Committee shall mail or deliver a notice in writing to the Select Board of each member town that the Committee has drawn up an amendment to this agreement providing for the withdrawal of a member town and enclosing with such notice a copy of such proposed amendment. The Select Board of each member town shall include an article stating the amendment in the warrant for the next annual or special town meeting of the Town.
- (c) No less than two (2) full years prior to the desired date of withdrawal, the member town seeking to withdraw, in addition to the other requirements referred to in subsections (a) and (b) above, will submit to the Commissioner and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02 (2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the member town and under the jurisdiction of the District and construction efficiencies, if any; the proposed administrative structure; the fiscal ramifications of the withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- (d) In addition to other terms and requirements which the Committee may include in the proposed amendment, the member town seeking to withdraw (1) shall have paid over to the District any operating costs for which it became liable as a member of the District, (2) shall remain liable to and shall continue to make payments to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the

town had not withdrawn from the District, (3) shall remain liable to and shall continue to make payments to the District for its share of such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District (e.g., Other Post-Employment Benefits (“OPEB”)) as determined by the Committee; and (4) shall have paid to the District the costs, including legal fees, that accrue to the District as a result of the withdrawal, provided that the withdrawing member town’s responsibility for such continuing obligations as set forth in clauses (2) and (3) of this subsection (d) shall be reduced by any amount which such withdrawing member town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, such other liabilities incurred during the period that the withdrawing member town was a member of the District, including without limitation, OPEB, or interest. The Committee’s proposed amendment may condition withdrawal upon the irrevocable deposit by the withdrawing member town, in trust in the name of the District, of funds in an amount sufficient to meet such responsibilities pursuant to Section XII (f), below.

- (e) Said petitioning town shall cease to be a member town only if the Committee’s proposed amendment to this agreement is approved by the Committee, the petitioning town and each of the other member towns, and by the Commissioner; approval by the Committee to require a majority vote, and approval by the petitioning town and by the other member towns to be by majority vote at an annual or special town meeting. Such withdrawal shall become effective no earlier than one full year after the last to occur of the following events: completion of the approval of the proposed amendment to this agreement by the Committee, the member towns (including the withdrawing member town), and the Commissioner, and shall become effective only at the beginning of a fiscal year of the District. The authorizing votes of the member towns may provide for the deferral of said withdrawal until July 1 of a subsequent fiscal year.
- (f) Money received by the District from the withdrawing member town for payment of funded indebtedness, OPEB, such other liabilities incurred by the District during all times that the withdrawing member town was a member of the District or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$1,500,000.
- (g) Upon the effective date of withdrawal, the terms of office of all Committee members from the withdrawing member town shall terminate and the total membership of the Committee and the calculation of a quorum from Committee business shall be decreased accordingly as set forth in the amendment to this regional agreement made at such time.

Section XIII. Amendments

- (a) This agreement may be amended at any time, and from time to time, in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.
- (b) Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XII) may be proposed by (i) a majority vote of all of the members of the Committee or (ii) by the vote of any town meeting of any member town or (iii) by a petition signed by 10% of the registered voters of any one of the member towns which is then approved by a majority vote at a duly called meeting of the Committee. In the case of amendments proposed pursuant to Section XIII (b)(ii), the town clerk of the member town proposing such an amendment shall forthwith deliver a copy of such vote to the secretary of the Committee. In the case of amendments proposed pursuant to Section XIII (b)(iii), said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the chair of the Committee and submitted by the Chair of the Committee to the Committee for approval by a majority

vote at a duly called meeting of the Committee as stated above. In each case the secretary of the Committee shall forthwith deliver a notice in writing to the Select Board of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of the vote proposing the amendment and a copy of the proposed amendment, provided however that in the case of an amendment proposed pursuant to Section XIII (b)(iii), the secretary of the Committee shall not deliver such notice or copies to the Select Boards of each of the member towns until such time as the proposed amendment has been approved by a majority vote at a duly called meeting of the Committee.

- (c) The Select Board of each member town shall include in the warrant for the next annual meeting or at a special town meeting called for the purpose an article stating the proposed amendment. Except in the case of amendments resulting from the addition of a new member, which shall become effective as set forth in Section XI, such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each member town to be by a majority vote at a town meeting as aforesaid, and only after approval of the Commissioner. Should the amendment impact the budget, said amendment will only take effect on the first July 1 which falls after acceptance by all of the member towns and receipt of approval of the Commissioner, and only when there has been sufficient advanced time to prepare the budget and assessments in accordance with the new procedure set forth in such amendment. All amendments must be approved by the Commissioner.
- (d) Recognizing that circumstances often change over time, and intending that this agreement should continue to serve the best interests of the member towns, the Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study the agreement and report to the Committee as to whether or not any changes to this agreement might be beneficial in light of then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its own discretion as to whether or not it will implement any of the group's recommendations.

Section XIV. Incurring of Debt.

The District may borrow under M.G.L. c. 71, §16(d) and any other applicable general or special law now or hereafter in effect. Pursuant to M.G.L. c. 71, §16(d), not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from any source, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, shall be given to the Select Board for each member town. No debt may be incurred until authorized in accordance with M.G.L. c. 71, §16(d) or pursuant to the provisions of any other applicable general or special law now or hereafter in effect. Notwithstanding the provision of this Section XIV, the Committee may, by a vote of two-thirds of all of its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns pursuant to the provisions of M.G.L. c. 71, §16(n) rather than pursuant to the provisions of M.G.L. c. 71, §16(d).

School Committee Signatures:

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

Signature of Commissioner of Elementary and Secondary Education:

Date: _____

Submitted: Martha's Vineyard Regional School Committee
The Finance and Advisory Committee Recommends Passage of This Article. (7-0-0)

And you are hereby directed to serve this Warrant by posting attested copies thereof at five public places in said Town, fourteen days at least before the time of holding said Meeting.

Hereof fail not, and make due return of this warrant, with your doings therein, to the Town Clerk at the time and place of meeting as aforesaid.

Given under our hands this twenty-ninth day of March in the year Two Thousand and Twenty-Three.

Tisbury Select Board

Roy Cutrer Jr.

John F. Cahill

Abbe Burt

Posted at: Tisbury Town Hall
 Tisbury New Town Hall Annex
 Tisbury Senior Center
 Vineyard Haven Public Library
 Tisbury Police Department

Tisbury Constable