

MEMORANDUM OF AGREEMENT  
Between the Towns of Orleans, Chatham, Harwich and Brewster  
TO EXTEND THE PLEASANT BAY RESOURCE MANAGEMENT ALLIANCE

Article I. Recitals

WHEREAS, the estuary known as Pleasant Bay and its watershed lies within the municipal boundaries of Orleans, Chatham, Harwich and Brewster, and

WHEREAS, in 1995 the four towns entered into an agreement to develop a resource management plan (“plan”) to protect the vast natural resources of the Bay, and

WHEREAS, the agreement established as a goal of the plan to have the towns adopt uniform polices and regulations for the management of the Bay, and

WHEREAS, the plan developed in accordance with the agreement provides management recommendations concerning the towns’ policies and regulations relative to water quality, wetlands, wildlife, fisheries, boating, shorelines structures, and public access, and

WHEREAS, the Towns of Harwich, Orleans, Chatham and Brewster have approved the plan and subsequent plan updates (herein collectively referred to as “the plan”), and

WHEREAS, in 1998 the Towns of Harwich, Orleans and Chatham formed the Pleasant Bay Alliance, which The Town of Brewster joined in 2007, to coordinate implementation of the plan, and

WHEREAS, the Alliance has, in accordance with the plan, generated data, technical analysis, reports and public educational information encompassing water quality, watershed nutrient loading and related topics, coastal processes and structures, wetlands health, navigation, fisheries, wildlife and public access to the benefit of the member towns and the region,

NOW THEREFORE, the undersigned towns, in consideration of the mutual covenants contained herein, hereby agree as follows:

Article II. Policy and Purpose

1. This agreement extends the Pleasant Bay Resource Management Alliance (“Alliance”). Through participation in the Alliance the undersigned towns agree to implement the plan recommendations, acting by and through their designated officers, employees or agents. The towns also agree to seek funding through Town Meeting for implementation of the plan in accordance with the terms of this agreement.
2. Each town participating in the Alliance shall retain authority over the resources and activities within its jurisdiction. The Alliance shall coordinate, and not duplicate or compete with, the functions of existing regulatory and planning organizations in each

of the undersigned towns as they pertain to the Pleasant Bay Resource Management Plan.

### Article III: Steering Committee

1. A Steering Committee shall be created, with two members appointed by the Board of Selectmen/Select Board of each undersigned town.
2. The members of the Steering Committee shall serve at the pleasure of the Board of Selectmen/Select Board of the Town by whom they were appointed.
3. Provided there is a quorum of a majority of (five) members present, the Steering Committee shall act by majority vote.
4. The Steering Committee shall elect a Chairman, Vice-Chairman, and Treasurer annually.
5. During any fiscal year for which a Town Meeting in one or more of the undersigned towns fails to appropriate funds in accordance with the provisions of Article VI of this agreement, the Steering Committee members from such town shall serve as ex officio members and shall not vote.
6. The Steering Committee shall be authorized to expend funds, subject to the conditions contained herein, from the Pleasant Bay Resource Management Alliance Account as described in Article V of this agreement. The Steering Committee shall have no authority to contract for services or expend funds in excess of the amount available in said account. All contracts shall be in writing and no contract shall be entered into without a certification of the Town of Chatham Finance Department in accordance with Article V of this agreement.
7. The Steering Committee shall have overall responsibility and accountability for coordinating with officers, employees or agents of the undersigned towns to implement the plan.

### Article IV: Technical Resource Committee

1. A Technical Resource Committee shall be created, with four members from each of the undersigned towns. The Committee members may include the harbormaster, shellfish constable, conservation agent, health agent, town planner, or their equivalent as determined by the Board of Selectmen/Select Board, of each undersigned town.
2. The members of the Technical Resource Committee representing each town shall be appointed by their respective Board of Selectmen/Select Board.
3. The Technical Resource Committee shall provide technical assistance, advice, and recommendations to the Steering Committee in the implementation of the plan.

### Article V: Alliance Account

1. An account shall be established under the jurisdiction of the Town of Chatham Finance Department to be known as the Pleasant Bay Resource Management Alliance Account (“Alliance Account”).
2. The Alliance Account shall be the depository for all non-municipal funds and municipal appropriations made for the implementation of the plan.

3. Expenditures from the Alliance Account shall be authorized by a majority vote of the Steering Committee as provided herein. Any expenditure so authorized shall be subject to the customary and ordinary requirements for the expenditure of funds in the Town of Chatham.
4. The Steering Committee is authorized to release funds from the Alliance Account for consultant services, or other goods and services related to the Pleasant Bay Resource Management Plan's implementation.

#### Article VI: Budgeting and Reporting

1. The Steering Committee shall prepare a proposed annual budget and operating plan for the coming fiscal year.
2. The proposed annual budget and operating plan shall be presented to the Boards of Selectmen of the undersigned towns per each town annual budget schedule.
3. The proposed annual budget shall indicate the amount of funds requested from the Towns of Orleans, Chatham, Harwich and Brewster for the coming fiscal year, as well as the amount and source of all non-municipal funds. The total amount of funds requested from the Towns of Orleans, Chatham, Harwich and Brewster, shall be apportioned as follows: thirty-five (35) percent to Orleans, thirty-five (35) percent to Chatham, eighteen (18) percent to Harwich, and twelve (12) percent to Brewster. In accordance with current practice, all participating towns shall include their share of funds as a line item in their annual town budget.
4. The proposed annual budget shall present the expenditures planned for the coming year.
5. At the end of each fiscal year the Steering Committee shall submit a financial statement and a report of activities to the Boards of Selectmen of the undersigned towns to be publicized in annual town reports.
6. Funds in the Alliance Account not expended by the end of the current fiscal year shall remain in said account and applied toward approved expenditures related to the implementation of the Pleasant Bay Resource Management Plan in the following fiscal year.

#### Article VII: Renewal and Termination

1. The approved plan shall be reviewed and updated as necessary every five years. Any proposed amendments to the approved plan shall be submitted to the Board of Selectmen/Select Board in each of the undersigned towns for review and may be submitted to Town Meetings in the undersigned towns for approval at the discretion of the Board of Selectmen/Select Board.
2. This agreement may be terminated by any one of the undersigned towns upon sixty (60) days written notice to the other towns. Should a town elect to opt out of the agreement, the agreement shall remain in force and effect for the remaining towns.
3. This agreement shall not expire until December 31, 2038 unless prior to that date the undersigned towns take action either to extend or terminate the agreement.
4. Upon termination of the Alliance, the assets remaining in the Alliance Account after all outstanding obligations have been paid shall be returned to the source of funds. If

*Memorandum of Agreement to Extend the Pleasant Bay Resource Management Alliance*

the source of funds is not discernible, then remaining funds shall be distributed among the undersigned towns in accordance with Article IV. Section 3 of this agreement.

5. This agreement shall be subject to the applicable provisions of General Laws, Chapter 40, Section 4A governing contracts between municipalities except such provisions of Chapter 40, Section 4A requiring Town Meeting approval in which case each town's process shall be governed by applicable provisions of that town's Home Rule Charter.

Executed this      day of                      , 2018 by

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Chatham Board of Selectmen

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Harwich Board of Selectmen

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Orleans Board of Selectmen

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Brewster Select Board