

**ANNUAL TOWN MEETING**

**TOWN OF CHARLEMONT**

**MAY 5, 2003**

- Article 1. To act on the Report of Town Officers.
- Article 2. To see if the Town will vote to authorize the Board of Selectmen to apply for and accept any and all Federal and State grants or gifts from individuals or non-profit organizations which may become available during the fiscal year 2004.
- Article 3. To see if the Town will authorize the Treasurer to enter into a compensating balance Agreement or agreements for fiscal year 2004, pursuant to Chapter 44, Section 53F of the General Laws.
- Article 4. To see if the Town will vote to authorize the Board of Selectmen to negotiate a contract with the Board of Selectmen of Rowe to sale, sand, and plow approximately 1.7 miles of Zoar Road lying within the Town of Charlemont for one winter season beginning November 1, 2003, in exchange for Charlemont's salting, sanding, and plowing that portion of Tatro Road lying within Rowe from the Rowe-Charlemont town line to its ending at Maxwell Road.
- Article 5. To see if the Town will vote to accept the provisions of General Laws Chapter 147, Section 13A, authorizing the number of Reserve Police Officers to be raised from 20 to 30.
- Article 6. To see if the Town will vote to raise and appropriate, or otherwise provide, a sum or sums to defray the fiscal 2004 operating and capital budgets of the Town, and to establish the salaries for its Town Officers, or take any other action relative thereto.
- Article 7. To see if the Town will vote to instruct the Assessors to transfer from Free Cash a sum for the purpose of reducing the tax levy for FY2004, or take any action in relation thereto.  
Approved by the Finance Committee
- Article 8. To see if the Town will vote to raise and appropriate the sum of \$27,046 for the Hawlemont Regional Preschool program, or take any other action relative thereto.  
Approved by the Finance Committee
- Article 9. To see if the Town will vote to transfer from its FY03 Surplus Revenue Account, free cash, the sum of \$2,500 to be used for fireworks for the Yankee Doodle Day celebration in July, 2003, or take any other action relative thereto.  
Approved by the Finance Committee
- Article 10. To see if the Town will vote to transfer from its FY03 Surplus Revenue Account, free cash, the sum of \$20,000 to purchase a four wheel drive police vehicle, or take any other action relative thereto  
Not supported by the Finance Committee
- Article 11. To see if the Town will vote to endorse the Charlemont Master Plan.
- Article 12. To see if the Town will vote to direct the Board of Selectmen to establish and enact a policy whereas Town residents may purchase a sticker, for a minimal fee, that enables them to gather road sand at the Charlemont Highway Department to be used for their residential driveways and walks during the winter season.

- Article 13. To see if the Town will vote to direct the Board of Selectmen to establish and enact a policy whereas the Town may impose a fine, of not more than one hundred and fifty dollars, anyone, other than an employee in the service of the Town, found piling, pushing, or plowing snow or ice from any privately owned property into any street, land, road, or alley in the Town without permission of the Selectmen.
- Article 14. To see if the Town will vote to direct the Board of Selectmen to establish and enact a policy whereas the Town may fine any property owner, after ceasing to fall or form of any snow, ice, or sleet, within twenty-four (24) hours cause the same to be removed from such sidewalk: and shall sprinkle thereon sand or other substance so the such constructed sidewalk shall be safe for travel.
- Article 15. To see if the Town will vote to authorize the Board of Selectmen and the Franklin County Cooperative Inspection Program (FCCIP) Governing Board of Representative to take whatever steps are necessary to dissolve the FCCIP, and if required, to give notice pursuant to Article III, Section 2, of the Organizational Agreement that the Town will be terminating its membership in FCCIP, all said actions contingent upon the FCCIP being reorganized as a Department of the Franklin Regional Council of Governments (FRCOG), and further to authorize the Board of Selectmen to contract with the FRCOG for building, electrical, plumbing, and gas inspection services, or take any other action relative thereto.
- Article 16. To see if the Town will vote to accept the provisions of MGLc. 143, Section 3Z, which provides, upon acceptance, that any part-time inspector of buildings, building commissioner, local inspector, or alternate inspector may practice for hire, or engage in the business for which he is certified, licensed, or registered under the building code, while serving as such inspector; provided, however, that within the area over which he has jurisdiction as such inspector, including those of enforcement officer of the state building code for the construction, reconstruction, alteration, repair, demolition, or removal work done by himself, his employer, if any, employees, or one employed with him, or take any action relative thereto.
- Article 17. To see if the Town will vote to authorize the Board of Selectmen to accept Federal Scenic Byway funds for the purpose of acquiring an historic property located in downtown Charlemont, and renovating the building for use as a waypoint information center and public restroom for use by tourists visiting the Mohawk Trail Scenic Byway and Charlemont.  
Not supported by the Finance Committee
- Article 18. To see if the Town will vote to authorize the Board of Selectmen to acquire with grant funds, in accordance with the provisions of Massachusetts General Law Chapter 30B, an historic property located in the downtown for the purpose of renovating the building for use as a waypoint information center, with public parking and restrooms, or take any other action relative thereto.  
Not supported by the Finance Committee
- Article 19. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH Respect TO THE FORMATION OF A AGREEMENT UNDER SECTION I: The Regional District School Committee, and replacing said language with the following language:  
(A) Composition  
The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereafter sometimes referred to as the Committee. The Committee shall consist of sixteen (16) elected members, two (2) from each town. A member appointed by the Rowe School Committee would serve as a non-voting member of the Committee as described in Section IX (G) of this Agreement. Members shall serve until their respective successor members are elected and qualified.

Commencing in the year 2001 and every ten (10) years thereafter, the Committee shall review the population of the member towns as reported in the previous year's federal decennial census and adjust the weighted vote of the Committee Accordingly.

(B) Elected Members

At the annual town elections in 1994, in addition to any term of office of an elected member whose term is expired, the following shall also be elected: the Town of Hawley shall elect one member for a three-year term, and one member for two-year term; the Town of Heath shall elect one member for a three-year term and one member for a one-year term; the Town of Plainfield shall elect one member for a two-year term and one member for a one-year term.

2004 Election Year - Terms of all currently elected committee members with the exception of Heath, Hawley, and Plainfield, will expire as of the annual town elections in 2004. At the 2004 annual town elections two school committee members will be elected from the Town of Ashfield, Buckland, Charlemont, Colrain, and Shelburne. The school committee member who receives the largest number of votes from his/her town will serve a term of three years. The school committee member who receives the second largest number of votes will serve a term of two years.

Thereafter, in every year in which the term of office of an elected member expires, each member town involved shall, at its annual town election, select one member to serve on the Committee for a term of three years.

Each elected member commencing with the organization of the Committee following the 2004 town elections, shall have a weighted vote to be determined by the member town's population as it relates to the total population of all member towns divided by the number of representatives to the Committee from said member town. Each weighted vote shall be determined to the nearest one-tenth and be adjusted every ten (10) years using the population figures as reported in the federal decennial census.

(C) Vacancies

If a vacancy occurs in the Committee, such vacancy shall be filled by the selectmen and the school committee member from the member town involved acting jointly to appoint a member to serve until the next annual town election, at which annual election a successor shall be elected for the balance of the unexpired term, if any.

(D) Organization

Promptly upon the election and qualification of Committee members elected at annual town elections in 1994 and thereafter, the Committee shall organize and choose by ballot a chairman and vice chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman and the vice chairman who shall be elected as provided above) and prescribe the powers and duties, if any, of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in Sections 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(F) Voting

The District shall have one Committee composed of representatives from each member town as set forth above. Members of the Committee from the Towns of Hawley and Charlemont will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

(G) Voting Weights

The initial weighted votes of the Committee members established in 1994 from each member town are as follows:

<u>Member Towns</u>		<u>Number of Members</u>
<u>Weighted Vote of each Member</u>		
Ashfield	3	5.6%
Buckland	3	6.3%
Charlemont	3	4.1%
Colrain	3	5.7%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.8%
Shelburne	3	6.5%

The weighted votes of the Committee have been adjusted using the population figures as reported in the most recent federal decennial census and are as follows:

<u>Member Towns</u>		<u>Number of Members</u>
<u>Weighted Vote of each Member</u>		
Ashfield	3	5.7%
Buckland	3	6.3%
Charlemont	3	4.3%
Colrain	3	5.7%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	3	6.3%

The above weighted votes of the Committee members shall remain in effect until the new

school

committee of sixteen (16) members is reconstituted after the 2004 town election for school committee members consistent with Section I, Paragraphs A and C of the District Agreement. After the reconstitution of the Committee in 2004 the weighted votes of the Committee members from each town shall be as follows:

<u>Member Towns</u>		<u>Number of Members</u>
<u>Weighted Vote of each Member</u>		
Ashfield	2	8.55%
Buckland	2	9.45%
Charlemont	2	6.45%
Colrain	2	8.55%
Hawley	2	1.50%
Heath	2	3.50%
Plainfield	2	2.50%
Shelburne	2	9.45%

(H) Quorum

The quorum for the transaction of business shall be a majority of the Committee and greater than 50 percent of the weighted vote membership, but a number less than the majority may adjourn.

Article 20. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH,

PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the language which now appears in the Agreement in subparagraph (B) under Section III: Pupils, and replacing said language with the following language:

(B) Pupils Entitled to Attend the Regional Elementary Schools

Subject to the provisions of this section, it is intended that all residents of the member Towns of Ashfield, Buckland, Colrain, Heath, Plainfield, and Shelburne (the "K-12 Member Towns") in grades kindergarten to six, inclusive, will receive their education in facilities located in the District: Ashfield and Plainfield residents at Sanderson Academy; Colrain residents at the Colrain Central School; Buckland and Shelburne residents at the Buckland-Shelburne Regional School and Heath residents at the Heath Elementary School.

Article 21. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by adding the following language as a new subparagraph (G) under Section III: Pupils:

(G) Admission of School Choice Students

The Committee may elect to participate in the State's School Choice Program during any given year as provided in Chapter 76, Section 12B, Inter-district School Choice. If the provisions of Chapter 76, Section 12B are amended or a new statute is passed governing the State's School Program, all such statutes or amendments shall supersede the provisions of (G), Admission of School Choice Students and shall be implemented in conformity to applicable law.

Article 22. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the language which now appears in the Agreement in subparagraph (E) (3) under Section IV: Apportionment of Expenses among the Member Towns, and replacing said language with the following language:

(3) Capital costs incurred prior to July 1, 1993 by the Town of Heath and all capital costs incurred July 1, 1993 and thereafter by the Committee and associated with grades Kindergarten to six, inclusive, of any District school to serve pupils from the Town of Heath shall, after deducting any receipts from the Commonwealth or other revenue source relating thereto, be assessed to the Town of Heath. Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Mohawk Trail Regional School District or the Committee to finance expenses in the nature of capital outlay for the purposes of construction at the site of, or reconstruction to, the Heath Elementary School or upon any premises as may be purchased by the Mohawk Trail Regional School District for the purpose of providing facilities primarily for the education of Heath pupils only shall be borne by the Town of Heath.

Article 23. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the language which now appears in the Agreement in subparagraph (G) under Section IV: Apportionment of Expenses among the Member Towns, and replacing said language with the following language, and in addition including Chapter 371 of the Acts of 1993 as an attachment to the Agreement:

(G) Apportionment of Operating Costs

Operating costs for the first fiscal year next following the effective date of Chapter 371 of the Acts of 1993 (See attachment) and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional District schools. Each member town's share for each fiscal year shall be determined by computing the ration which that town's average pupil enrollment in the District schools on October 1 of each of the five years next preceding the year for which the apportionment is to be determined bears to the total average pupil enrollment from all member towns in the regional District schools for the same five year period, as more fully set forth in Subsection IV (H) below. In the event that enrollment in the regional District schools has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades kindergarten through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

Article 24. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the language which now appears in the Agreement in subparagraph (H) under Section IX: Education of Pupils from the Town of Rowe, and replacing said language with the following language:

(H) Administrative Support Services for Rowe Pupils Grade K-6

The Town of Rowe shall have the opportunity to utilize the services of the Superintendent of Schools and central administration, and Director of Pupil Services who also directs special education, for administration of the Rowe Elementary School and bear the costs thereof.

Article 25. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the following language which now appears in the Agreement under Section X: Education of Pupils from the Town of Heath, and renumbering the remaining sections:

**SECTION X**

**EDUCATION OF PUPILS FROM THE TOWN OF HEATH**

(A) Tuition of District Pupils Resident in Heath

The tuition agreement entered into July 1, 1992 between the Town of Heath and the Town of Rowe shall be honored by the Committee.

Rowe, Upon the expiration of the tuition agreement between the Town of Heath and the Town of

the Committee shall be authorized to enter into an agreement with the Town of Rowe for the purpose of tuitioning residents grades K-6 from the Town of Heath to the Town of Rowe.

(B) Construction of a District School in the Town of Heath

The inhabitants of the Town of Heath reserve the right to construct a school in the Town of Heath for the accommodation of District pupils in grades Kindergarten to six inclusive who Reside in Heath. If such school construction is authorized by the Town of Heath prior to the date five years following the effective date of this amendment, then:

1. All pupils resident within the Town of Heath enrolled in grades Kindergarten to six, inclusive, shall have a right to attend said school.
2. Said school and its appurtenant lands and facilities shall be leased by the town of Heath to the District, and the District, and the member towns thereof, shall accept the said school and its appurtenant lands and facilities by lease, and all of the parties thereto are authorized to enter into an agreement under the provisions and

authority of Section 14C of Chapter 71 of the General Laws. The lease shall require the District to pay one dollar (\$1.00) annually to the town of Heath, the term of lease shall be twenty (20) years, and the lease shall contain provisions for an extension of the term for an additional twenty (20) years, and such other terms and conditions as the parties thereto shall specify.

The inhabitants of the Town of Heath also reserve the right to petition the Committee to construct a school for the accommodation of District pupils attending Kindergarten to six, inclusive who reside in Heath. Such petition must be approved by the town meeting of the Town of Heath and filed by its Town Clerk with the secretary of the Committee prior to the date five years following the effective date of this amendment.

Upon the receipt of such a petition, the Committee shall construct a schoolhouse or schoolhouses for the accommodation of District pupils resident in the Town of Heath attending grades Kindergarten to six, inclusive, and shall authorize the incurring of debt for this purpose in accordance with the provisions of the General Laws and Section V of this Agreement, and upon the condition that the Town of Heath shall be assessed the net capital costs associated with such debt in accordance with the provisions of Subsection (V)E (4) of this agreement.

It is the intent of the parties to this Agreement that , in the event such school is constructed and such debt is authorized by the Committee within five (5) years of the effective date of this amendment no town shall withhold its approval of such debt and all District pupils resident in the Town of Heath and enrolled in grades Kindergarten to six, inclusive, shall have a right to attend such a school.

### **Regional Agreement Section XI**

Article 26. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the language which now appears in the Agreement under Section XI: Local Education Councils, and replacing said language with the following language:

(A) Composition

Massachusetts General Laws Chapter 71, Section 59C (as added by Section 53 of Chapter 71 of The Acts of 1993) mandates that “there shall be a school council consisting of the school Principal, who shall co-chair the council; parents of students attending such school who shall be selected by the parents of students attending such school who will be chosen in elections held by the local recognized parent teacher organization under the direction of the principal, or if none exists, chosen by a representative process approved by the school committee. Said

parents

shall have parity with professional personnel on the school councils; teachers who shall be selected by the teachers in such school; other persons, not parents or teachers of students at the school, drawn from such groups or entities as municipal government, business and labor organizations, institutions of higher education, human services agencies or other interested groups; and for schools containing any of the grades nine to twelve, at least one such student; provided, however, that not more than fifty percent of the council shall be non-school members. The principal, except as otherwise provided herein, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the superintendent and school committee and for convening the first meeting no later than forty days after the first day of school, at which meeting a co-chairman shall be selected. School councils should be broadly representative of the racial and ethnic diversity of the school building and community. For purposes of this paragraph the term “non-school members” shall mean those members of the council, other than parents, teachers, students and staff of the school.” The school council shall conduct business and fulfill its responsibilities as determined by statute herein and as amended.

(B) Power and Duties

Each Local Education Council shall have authority, consistent with state law and district policy, to advise the Committee on matters affecting education, in their respective schools.

**Regional Agreement Section XII**

Article 27. To see if the Town will vote to amend the AGREEMENT BETWEEN THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, COLRAIN, HAWLEY, HEATH, PLAINFIELD, AND SHELBURNE, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by striking the language which now appears in the Agreement under Section XII: Authorization to Lease and/or Purchase Certain Buildings and Land to the District, and replacing said language with the following language:

(A) Authorization to Lease

The inhabitants of the member towns jointly authorize the District to enter into a lease agreement or agreements and execute the same on the behalf of the District for any building or buildings and land used for the purpose of education and educational administration within the District, and upon such conditions and requirements as the Committee may deem advisable or expedient.

By Acceptance of amended agreement the inhabitants of each member town hereby authorizes its Board of Selectmen to lease the following properties to the District:

1. The inhabitants of Colrain shall lease the Colrain Central School to the District for the sum of one dollar annually, for an initial term of twenty years, with an option for an extension for an additional twenty years, and upon such further terms as the parties thereto shall later specify.
2. The inhabitants of Heath shall lease the Heath school to the District for the sum of \$1.00 annually, for an initial term of twenty years, with an option for an extension of an additional twenty years, and upon such further terms as the parties thereto shall

later

specify.

The leases shall contain provisions for an extension in accordance with the provisions of Section 14C of Chapter 71 of the Massachusetts General Laws, as amended. The District shall administer all expenses for maintaining, operating, improving and expanding such buildings, facilities and grounds and keeping them in good repair during the terms of the leases.

(B) Authorization to Purchase

named

The inhabitants of all member town shall authorize the District to purchase the following

buildings with appurtenant lands, for the price of one dollar each, such purchase to be executed prior to assumption of jurisdiction by the District, but not later than one year after the effective date of K-12 regionalization, with costs to be assessed to Buckland and Shelburne.

1. The inhabitants of Buckland and /or Shelburne shall authorize the sale of Buckland Shelburne Regional School by the Buckland Colrain Shelburne Regional School Committee. (Transaction Completed and Recorded: Book 3019, pf. 117; Quitclaim Deed from BCS to Mohawk Trail Regional School Committee.)

**ATTACHMENT**

**CHAPTER 371.**

**AN ACT EXPANDING THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT TO A KINDERGARTEN THROUGH TWELVE REGIONAL SCHOOL DISTRICT.**

*Whereas*, the deferred operation of this act would tend to defeat its purpose, which is to expand immediately the Mohawk Trail Regional School District to a kindergarten through grade twelve regional

school district, therefore it is hereby declared to be a public emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted, etc., as follows:*

Notwithstanding the provisions of the Mohawk Trail Regional School District agreement or any general or specific law to the contrary, said district shall be expanded to a kindergarten through grade twelve regional school district encompassing the towns of Ashfield, Buckland, Colrain, Heath, Plainfield, and Shelburne and shall operate according to the regional school agreement voted upon prior to July first, nineteen hundred and ninety-three by said towns except where this legislation expressly grants exemptions. Said towns shall receive additional state aid pursuant to section sixteen D of chapter seventy-one of the General Laws. The Hawlemont Regional School District shall remain a kindergarten through grade six regional school district encompassing the towns of Charlemont and Hawley operating under their existing regional school agreement. The towns of Charlemont and Hawley shall be members of the expanded Mohawk Trail Regional School District only for grades seven through twelve and shall not incur any additional costs as a result of the expansion of the Mohawk Trail Regional School District pursuant to this act. The towns of Charlemont and Hawley shall not be eligible for any increase in additional state aid for grades kindergarten through six pursuant to said section sixteen D of said chapter seventy-one as a result of the expansion of the Mohawk Trail Regional School District pursuant to this act. The towns of Charlemont and Hawley shall be exempt from that portion of any capital expenditure, operating expenditure or debt incurred by grades kindergarten through six, inclusive, with in the expanded Mohawk Trial Regional School District. The rights of the town of Rowe will be guaranteed as per the Mohawk Trail regional school district agreement in effect prior to this act.

Approved December 31, 1993