

ANNUAL TOWN MEETING ARTICLES

Tuesday, May 23, 2017

7:30 P.M.

Hawlemont Regional Elementary School

Article 1: To act on the Report of the Town Officers.

Article 2: To see if the Town will vote to authorize the Select Board 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 2018, or take any other action relative thereto.

Article 3: To see if the Town will authorize the Treasurer to enter into a compensating balance agreement or agreements for fiscal year 2018, pursuant to Chapter 44, Section 53F of the Massachusetts General Laws, or take any other action relative thereto.

Article 4: Revolving Fund Bylaw

To see if the Town will vote pursuant to the provisions of G.L. c.44, §53E½, as most recently amended, to: (1) establish the following revolving funds for Fiscal Year 2018 and further to establish fiscal year spending limits as set forth below; and (2) amend the General By-laws by inserting a new by-law establishing various revolving funds, specifying the departmental receipts to be credited to each fund, the departmental purposes or programs for which each fund may be expended, and the entity authorized to expend each fund, such bylaw to provide as follows:

Section III Revolving Funds.

- A. There are hereby established in the Town of Charlemont pursuant to the provisions of G.L. c.44, §53E½, the following Revolving Funds, from which the specified department head, board, committee, or officer may incur liabilities against and spend monies from without appropriation in accordance with the limitations set forth in this by-law.
- B. No liability shall be incurred in excess of the available balance of the fund.
- C. The total amount spent during a fiscal year shall not exceed the amount authorized by Annual Town Meeting or any increase therein as may later be authorized by the Select Board and Finance Committee in accordance with G.L. c.44, §53E½.
- D. Interest earned on monies credited to a revolving fund established by this by-law shall be credited to the General Fund.
- E. Authorized Revolving Funds

	REVOLVING FUND	AUTHORITY TO SPEND FUND	REVENUE SOURCES	USE OF FUNDS
1	Dog Fund	Town Clerk/Animal Control Officer	Dog license fees and related charges	Offset expenses of administration of licenses and animal control matters
2	Recycling	Select Board	Receipts from recycling program	Operation of solid waste/recycling programs, membership in waste management district, purchase of recycled content
3	Flags and Banners	Flag Committee	Receipts from sale of flags/banners	Purchase of banners, costs to insure use of utility poles
4	Fire Inspection	Select Board	Receipts related to fire inspection program	Expenses of maintaining fire inspection program, services by Fire Inspector

F. Procedures and Reports. Except as provided in General Laws Chapter 44, §53E½ and this by-law, all applicable state and local laws and regulations that govern the receipt, custody, expenditure and payment of town funds shall apply to the use of revolving funds established and authorized by this by-law.

And, further, to establish the following spending limit for such funds for Fiscal Year 2018:

1. Dog Fund = \$2,500.00
2. Recycling = \$6,000.00
3. Flags and Banners = \$1,200.00
4. Fire Inspection = \$1,200.00

Or take any other action relative thereto.

Article 5: To see if the Town will vote to raise and appropriate, or otherwise provide, a sum or sums to defray the fiscal 2018 operation and capital budgets of the Town, and to establish the salaries for its Town Officers, or take any other action relative thereto.

Recommended by the Finance Committee

Article 6: To see if the Town will vote to raise and appropriate or otherwise provide a sum of

money in the amount of \$14,000 for the purpose of paying certain costs associated with the Hawlemont preschool program, or take any action relating there to.

Recommended by the Finance Committee

Article 7: To see if the Town will vote to transfer from Stabilization, the sum of \$896 to reimburse in FY 2017 the MA Department of Conservation and Recreation for the sale of surplus equipment, or take any other action relative thereto.

Recommended by the Finance Committee

Article 8: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$20,000 for capital transportation infrastructure improvements, or take any other action relative thereto.

Recommended by the Finance Committee

Article 9: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$1,000 for Charlemont's annual dues to Wired West, or take any other action relative thereto.

Recommended by the Finance Committee

Article 10: To see if the Town will vote to borrow, or otherwise provide, the sum of \$185,000 to purchase a new truck, replacing the 2000 Mack, with snow fighting equipment for the Highway Department. And that to meet this appropriation the Treasurer with the approval of the Select Board is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws or any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that the vote taken hereunder shall be expressly contingent upon approval by the voters to exclude the amounts to pay for the bonds or notes authorized for this purpose from the provisions of Proposition 2 ½, so called, or take any other action relative thereto. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relative thereto.

Recommended by the Finance Committee

Article 11: To see if the Town will vote to borrow, or otherwise provide, the sum of \$35,750 to purchase a new SUV police cruiser replacing the 4WD Ford Expedition for the Police Department. And that to meet this appropriation the Treasurer with the approval of the Select Board is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws or any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that the vote taken hereunder shall be expressly contingent upon approval by the voters to exclude the amounts to pay for the

bonds or notes authorized for this purpose from the provisions of Proposition 2 ½, so called, or take any other action relative thereto. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relative thereto.

Recommended by the Finance Committee

Article 12: To see if the Town will vote to borrow, or otherwise provide, the sum of \$65,400 to purchase 12 Scott Air Packs and 14 Scott Air Bottles for the Fire Department. And that to meet this appropriation the Treasurer with the approval of the Select Board is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws or any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that the vote taken hereunder shall be expressly contingent upon approval by the voters to exclude the amounts to pay for the bonds or notes authorized for this purpose from the provisions of Proposition 2 ½, so called, or take any other action relative thereto. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relative thereto.

Recommended by the Finance Committee

Article 13: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, the sum of \$4,000 to purchase Fire Department turnout gear, or take any other action relative thereto.

Recommended by the Finance Committee

Article 14: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, the sum of \$5,000 to replace Fire Department hose, or take any other action relative thereto.

Recommended by the Finance Committee

Article 15: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, the sum of \$20,000 to replace the 1984 and 1985 highway pickup trucks, or take any other action relative thereto.

Recommended by the Finance Committee

Article 16: To see if the Town will vote to transfer from its Surplus Revenue (Free Cash) a sum to the Town Stabilization Account, or take any other action relative thereto.

Article 17: To see if the Town will vote to transfer from its Surplus Revenue (Free Cash) a sum for the purpose of reducing the tax levy for FY 2018, or take any other action relative thereto.

Article 18: To see if the Town will vote to amend Chapter II, Section I of the General By-laws by deleting the current text, which reads as follows:

The Annual Town Meeting and Election shall be held on the fourth Tuesday in May each year, at a time and place set forth in a warrant issued by the Board of Selectmen.

And inserting in its place the following text:

The Annual Town Meeting shall be held on the fourth Tuesday in May each year, at a time and place set forth in a warrant issued by the Select Board. The Annual Town Election shall be held on the Tuesday following the Annual Town Meeting, at a time and place set forth in a warrant issued by the Select Board.

Or take any other action relative thereto.

Article 19:

To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section III(B):

Subject to the provisions of this section, it is intended that elementary students residing in the member towns of Ashfield, Buckland, Colrain, Heath, Plainfield and Shelburne (the “pre-K-12 Member Towns”) will receive their education in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain residents to Colrain Central School; Buckland and Shelburne residents to Buckland Shelburne Elementary School; and Heath residents to Heath Elementary School. Notwithstanding the above, students may be educated in a District school other than as assigned above upon (i) a majority vote of the School Committee, and (ii) an affirmative vote by both (a) the member town or towns whose students are so assigned, and (b) the member town or towns served by the District school to which such students will be assigned, acceptance by each town to be a majority vote at an annual or special town meeting.

However, it is also the intent of this Agreement that the closure of a District elementary school building and the reassignment of all students being educated in that building may not be accomplished under this section. Rather such action requires an amendment to this Agreement, the process for which is contained in Section XII.

and replacing said language with the following:

The pre-K-12 Member Towns are defined as Ashfield, Buckland, Colrain, Plainfield, Heath, and Shelburne. Subject to the provisions of this section, it is intended that elementary students residing in the member towns of Ashfield, Buckland, Colrain, Plainfield and Shelburne will receive their education

in facilities located in the District and will be assigned as follows: Ashfield and Plainfield residents to Sanderson Academy; Colrain residents to Colrain Central School; and Buckland and Shelburne residents to Buckland Shelburne Elementary School. Elementary students residing in Heath will receive their education in the Hawlemont Regional School District pursuant to a tuition agreement between the Mohawk Trail Regional School District and the Hawlemont Regional School District through no longer than June 30, 2023. During the period of such tuition agreement, the Town of Heath shall seek in good faith to negotiate with the Hawlemont Regional School District regarding joinder of the Town of Heath into the Hawlemont Regional School District for elementary education. The tuition agreement shall constitute a binding financial obligation of the Mohawk Trail Regional School District pursuant to the provisions of G.L. c. 40, § 4A and/or any other enabling legislation. Heath may withdraw from the Mohawk Trail Regional School District for grades PK-6 in accordance with the "Withdrawal" section of this Agreement. Heath shall remain responsible for its outstanding indebtedness, if any, including but not limited to OPEB, to the Mohawk Trail Regional School District despite such withdrawal in accordance with the terms of the Regional Agreement.

If, upon the expiration of such tuition agreement, as may be extended, Heath and the Hawlemont Regional School District have failed to reach agreement as to the joinder of Heath into the Hawlemont Regional School District, elementary students residing in Heath will receive their education in facilities located in the Mohawk Trail Regional School District, the specific location(s) to be decided as provided herein. The Mohawk Trail Regional School Committee will offer at least two (2) facilities located in the District as options for educating the elementary students of Heath and the Heath members of the Committee will determine which one (1) facility to recommend to the Committee for the placement of all Heath resident elementary students. No facility will be approved by the Committee without the affirmative votes of both Heath Committee representatives, provided however that in the event of a tie vote between such Heath representatives, or in the event that there are vacancies in the positions of Heath representatives, a majority vote of the Committee will prevail. The determination must occur no later than November 1st of the school year prior to the change.

Notwithstanding the above, students may be educated in a District school other than as assigned above upon (i) a majority vote of the School Committee, and (ii) an affirmative vote by both (a) the member town or towns whose students are so assigned, and (b) the member town or towns served by the District school to which such students will be assigned, acceptance by each town to be a majority vote at an annual or special town meeting. However, it is also the intent of this Agreement that the closure of a District elementary school building (other than the Heath Elementary School which was closed as of June 30, 2017) and the reassignment of all students being educated in that building may not be accomplished under this section. Rather such action requires an amendment to this Agreement, the process for which is contained in Section XII.

To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section IV(E)(3):

(3) Capital costs incurred by the Committee and associated with grades pre-Kindergarten to six, inclusive, of any District school or schools which may be constructed by the Committee 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 purpose 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.

and replacing said language with the following:

(3) The Heath Elementary School Building shall be returned to the Town of Heath on July 1, 2017, and the Lease between the parties shall terminate as of said date. In exchange for termination of the lease, the District shall pay to the Town of Heath a total sum of \$240,000.00, such payment to be made in no fewer than three (3) annual installments. The amounts and timing of such installments shall be as agreed upon in writing by the School Committee and the Town of Heath, provided however that the final installment shall be due no later than June 30, 2020. Any outstanding debt payments associated with the Heath Elementary School shall remain the responsibility of the Town of Heath, and the Town of Heath shall continue to be assessed for said debt in accordance with the terms of this Agreement.

To see if the Town will vote to amend the MOHAWK TRAIL REGIONAL SCHOOL DISTRICT – REGIONAL DISTRICT AGREEMENT by striking the following language contained in Section XI(A)(2):

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.

Or take any other action relative thereto.

Article 20:

To see if the Town will vote to accept the addition of the Town of Rowe as a 7-12 member of the District effective July 1, 2018 by making the following amendments to the Mohawk Trail Regional Agreement (note: the amendments below are to be effective July 1, 2018):

Strike the following language in the Preamble:

The agreement entered into pursuant to Chapter 71 of the General Laws, as amended, and as supplemented by Chapter 371 of the Acts of 1993, among the Towns of Ashfield, Buckland, Charlemont, Colrain, Hawley, Heath, Plainfield, and Shelburne, hereinafter sometimes referred to as member towns, is hereby further amended in its entirety to read as hereinafter set forth.

and replace said language with the following:

The Agreement entered into pursuant to Chapter 71 of the General Laws, as amended, and as supplemented by Chapter 371 of the Acts of 1993, among the Towns of Ashfield, Buckland, Charlemont, Colrain, Hawley, Heath, Plainfield, Shelburne, and Rowe (hereinafter sometimes referred to as member towns, is hereby further amended in its entirety to read as hereinafter set forth.

Strike the following language in Section I(A):

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.

And replace said language with the following:

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 eighteen (18) elected members, two (2) from each town. Members shall serve until their respective successor members are elected and qualified.

Strike the following language in Section I(B):

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 Towns 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.

and replace said language with the following:

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.

At the 2018 annual town elections in the Town of Rowe, two school committee members will be elected. The school committee member who receives the largest number of votes will serve a term of three years, and the school committee member who receives the second largest number of votes will serve a term of two years. Upon the expiration of the initial term of office, each member shall serve on

the Committee for a term of three years as stated above.

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 most recent federal decennial census.

Strike the following language in Section I(F):

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.

and replace said language with the following:

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, Charlemont, and Rowe will not vote on any matters that the Committee determines to concern the operation of grades kindergarten through six, exclusively.

Strike the following language in Section I(G):

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 B 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	8.5%
Buckland	2	9.5%
Charlemont	2	6.5%
Colrain	2	8.5%
Hawley	2	1.5%
Heath	2	3.5%
Plainfield	2	2.5%
Shelburne	2	9.5%

and replace said language with the following:

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	8.5%
Buckland	2	9.4%
Charlemont	2	6.2%
Colrain	2	8.2%
Hawley	2	1.7%
Heath	2	3.5%
Plainfield	2	3.2%
Shelburne	2	9.3%

The above weighted votes of the Committee members shall remain in effect until the new school committee of eighteen (18) members is reconstituted after the Town of Rowe becomes a 7-12 member of the District. After the reconstitution of the Committee, the weighted votes of the Committee members from each town shall be as follows until the next federal decennial census as provided above.

<u>Member Towns</u>	<u>Number of Members</u>	<u>Weighted vote of each Member</u>
----------------------------	---------------------------------	--

Ashfield	2	8.2%
Buckland	2	9.0%
Charlemont	2	6.0%
Colrain	2	7.9%
Hawley	2	1.6%
Heath	2	3.3%
Plainfield	2	3.1%
Rowe	2	1.9%
Shelburne	2	9.0%

Strike the following language in Section III(A):

Residents of the member towns and all residents of the Town of Rowe in grades seven through twelve will be eligible to attend school at the Mohawk Trail Regional High School, located on Route 112 in Buckland, Massachusetts.

and replace said language with the following:

Residents of the member towns will be eligible to attend school at the Mohawk Trail Regional High School, located on Route 112 in Buckland, Massachusetts.

Strike the following language in Section III(F):

The Committee shall accept for enrollment in the District High School, pupils from the Town of Rowe on a tuition basis and upon such terms as are set forth in Section IX of this Agreement. The Committee may accept for enrollment in the regional district schools pupils from towns other than the member towns and the Town of Rowe on a tuition basis and upon such terms as it may determine. In either case, income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV of this Agreement to the member towns.

and replace said language with the following:

The Committee may accept for enrollment in the regional district schools pupils from towns on a tuition basis and upon such terms as it may determine. In either case, income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV of this Agreement to the member towns.

Strike the following language in Section IV(H):

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley and Charlemont in direct proportion to each town's five-year average share

of student enrollment in grades seven through twelve, inclusive.

Fourth: The total budget, less the shares allocated to the Towns of Hawley and Charlemont, shall be apportioned among the district's six remaining member towns on the basis of each member town's five-year average student enrollment share. For purposes of this calculation, average enrollment share, for each of the K-12 Member Towns shall be based on its five year average proportionate share of total student enrollment in the district schools.

and replace said language with the following:

Third: The Committee shall apportion costs of grades seven through twelve, inclusive, to the Towns of Hawley, Charlemont, and Rowe in direct proportion to each town's five-year average share of student enrollment in grades seven through twelve, inclusive.

Fourth: The total budget, less the shares allocated to the Towns of Hawley, Charlemont, and Rowe shall be apportioned among the district's six remaining member towns on the basis of each member town's five-year average student enrollment share. For purposes of this calculation, average enrollment share, for each of the K-12 Member Towns shall be based on its five year average proportionate share of total student enrollment in the district schools (note: pre-K enrollment will be included in the calculation beginning in FY18 and will include the data from October 1, 2015 and October 1, 2016).

Strike the following language in Section VI(C):

For purposes of voting on the annual budget by the member towns, the approval of the District's annual budget by the town meetings of each K-12 Member Town shall constitute two "units" towards approval or disapproval of the annual district budget, while Hawley and Charlemont shall have one "unit" each, with a total of ten units needed to approve the annual budget.

and replace said language with the following:

(D) Vote on the Annual Budget

For purposes of voting on the annual budget by the member towns, the approval of the District's annual budget by the town meetings of each K-12 Member Town shall constitute two "units" towards approval or disapproval of the annual district budget, while 7-12 member towns shall have one "unit" each, with a total of ten units needed to approve the annual budget.

Strike the entirety of Section IX as follows, and renumber the remaining Sections:

SECTION IX

EDUCATION OF PUPILS FROM THE TOWN OF ROWE

(A) Special Education Pupils from the Town of Rowe

The Committee shall provide for the education of all pupils from the Town of Rowe in grades seven through twelve who are entitled to attend the District High School irrespective of the specific and particular educational needs of any pupil from said Town of Rowe, and irrespective of whether such education for any pupil from said Town of Rowe is provided at the District High School or at any other school as may be approved by said Committee.

(B) Transportation of Pupils from the Town of Rowe

The Committee shall provide for the transportation of pupils from the Town of Rowe who are entitled to attend the District High School, to and from said District High School to the extent that such transportation is provided for pupils from member towns who are entitled to attend said District High School. The Committee shall provided for the transportation of pupils from the Town of Rowe who are entitled to attend the District High School, to and from any other school as may be approved by said Committee to the extent that such transportation is provided for pupils from member towns who are entitled to attend said District High School, to and from any other school as may be approved by said Committee.

The Town of Rowe shall bear the cost of transportation for elementary pupils attending the Rowe elementary school.

(C) Tuition Basis for Pupils Grades 7-12 from the Town of Rowe

The cost of tuition to the District High School for each pupil in grades seven through twelve who attends the District High School or any other school as may be approved by the Committee, and who resides in the Town of Rowe shall be paid by said Town of Rowe to the District during the fiscal year when each such pupil is actually in attendance. The basis of the cost of tuition to the District High School or any other school as may be approved by said Committee for each fiscal year shall be established as follows: The total Maintenance and Operating Budget for said District High School as defined in Subsection VI(D) of this Agreement, for that fiscal year, reduced by the anticipated amounts of receipts from the Commonwealth of Massachusetts to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the anticipated amounts of surplus revenue from the District treasury to be used by the Committee to defray such budgeted maintenance and operating charges for that fiscal year, and further reduced by the amounts received from towns paying tuition to the district, consistent with the terms of Subsection III(F) of this Agreement; the balance (viz. the net operating and maintenance budget for said fiscal year) to be divided by the total enrollment of pupils in the District High School from member towns as of October 1 of the previous fiscal year and the resulting balance further divided by one and one-tenth (1.1); the final balance to equal the cost of tuition for one pupil for one complete school year.

(D) Reduction of the Cost of Tuition for Pupils Resident in the Town of Rowe

In the event the Committee reduces the net operating and maintenance costs assessed to the member towns for any fiscal year, by reduction of the Operating and Maintenance Budget for said fiscal year or by the application of additional amounts of revenue, irrespective of the source thereof, to reduce the net operating and maintenance costs assessed to said member towns for that fiscal year, the cost of tuition to the Town of Rowe for the education of its pupils during said fiscal year shall be likewise reduced in accordance with the provisions of Subsection IX(D).

(E) Schedule of Payment of Tuition Costs by the Town of Rowe

The Town of Rowe shall pay for the tuition of its pupils to the District High School, or any other school as may be approved by the Committee, such amounts as are in accordance with the provisions of Subsection IX (D), and shall make such payments twice each fiscal year at the following time: 1) not later than January 31 of each fiscal year; 2) not later than June 30 of each fiscal year.

(F) Payment of Capital Costs by the Town of Rowe

The Town of Rowe shall have the opportunity to pay a portion of capital costs as defined in Subsection IV (B) for capital projects at District High School. The Committee shall negotiate the rate of a voluntary contribution with the Rowe School Committee at the time of each capital project.

(G) Representation on the Committee

The School Committee of the Town of Rowe may appoint one of its members to represent the Town of Rowe at meetings of the Committee. The Committee shall allow such representative all powers of discussion, debate and deliberation including, but not limited to, participation in such meetings of the Committee while in executive session, but such representative shall not have the power to vote on any matter which comes before the Committee.

(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.

(I) Distribution of Assets in the Event of Dissolution of the District

In the event of the dissolution of the District, its assets shall be distributed to the member towns and the Town of Rowe on the basis of each town's respective aggregate payment of capital cost to the District.

Add the following to Section XIV as a new subsection (C):

(C) Commissioner of Elementary and Secondary Education

Any amendment to the Agreement must be approved by the Commissioner of Elementary and Secondary Education.

Add the following to Section XV:

Pursuant to 603 CMR 41.03(2), all approvals, including but not limited to approval by the Commissioner of Elementary and Secondary Education, must be in place prior to December 31 for the agreement to be effective on the following July 1.

Add the following to the last paragraph of Section XVI(A):

Pursuant to 603 CMR 41.03(2), all approvals, including but not limited to approval by the Commissioner of Elementary and Secondary Education, must be in place prior to December 31 for the agreement to be effective on the following July 1.

Or take any other action relative thereto.

Article 21: Non-Binding Resolution

Resolution for Federal and State Carbon Fee and Dividend

A Resolution Relating to the Growing Risks of Climate Change

To ask the Town of Charlemont to adopt the following non-binding Resolution, or take other action relative thereto:

WHEREAS, Climate change poses a serious threat to the Town of Charlemont in terms of the economy, public health, and the environment; and

WHEREAS, As a result of climate change, the Northeast is experiencing warming temperatures and a large increase in the amount of rainfall measured during heavy precipitation events; and

WHEREAS, More frequent heat waves in the Northeast are expected to increasingly threaten human health through more heat stress, droughts, and air pollution; and

WHEREAS, Sea level rise and more frequent heavy rains are expected to increase flooding and storm surge, threatening people and infrastructure, necessitating increased costs for damage control; and

WHEREAS, As temperatures rise, agriculture will likely face reduced yields, potentially damaging livelihoods and the regional economy; and

WHEREAS, a Carbon Fee and Dividend will significantly reduce carbon emissions, create jobs, grow the economy, save lives, and protect households from higher energy prices; and

WHEREAS, most economists, from conservative to liberal, agree that the most cost-effective way to cut carbon pollution is to add a fee that steadily raises the price of fossil fuels, and

WHEREAS, Legislation addressing climate change should economically benefit the majority of citizens by returning the dividend to every household in equal shares, thus compensating them for higher fuel prices; and

WHEREAS, Carbon Fee and Dividend will create jobs, as the dividend puts money back into local economies; and

WHEREAS, a Carbon Fee and Dividend is a market-based solution in which a fee is levied on carbon-based fuels as they come out of the ground or as they are imported, thus leveraging market forces that encourage investments in increased energy efficiency and alternate sources of energy by both industry and consumers; and

WHEREAS, Carbon fee and Dividend will employ a "border adjustment" to protect domestic businesses. The "border adjustment" will use import/export fees and rebates to neutralize any impact to the cost of domestically produced products, and will incentivize other states to adopt a comparable carbon fee; and

WHEREAS, in the absence of a federal Carbon Fee and Dividend, the Commonwealth of Massachusetts can pass a state Carbon Fee and Dividend,

THEREFORE, BE IT RESOLVED, THAT THE TOWN OF CHARLEMONT calls upon the Massachusetts Legislature and the United States Congress to implement Carbon Fee and Dividend, placing a steadily rising fee on carbon-based fuels, and returning all fees collected, minus administrative costs, to households.

AND BE IT FURTHER RESOLVED THAT UPON PASSAGE the Charlemont Town Clerk shall mail copies of the resolution and vote to the President of the United States, Donald Trump; the Speaker of the United States House of Representatives, Paul Ryan; the House Minority leader, Nancy Pelosi; the Majority and Minority leaders of the U.S. Senate, Mitch McConnell and Charles Schumer; the U.S. Senators representing Massachusetts, Edward Markey and Elizabeth Warren; the Congressperson representing our district, Richard Neal; the Governor of Massachusetts, Charlie Baker; the Massachusetts Senate President, Stan Rosenberg; the Speaker of the Massachusetts House, Robert DeLeo; and the state senator and state representative from our district Adam Hinds and Paul Mark.

Article 22: Non-Binding Resolution
Proposal for a Welcoming Town policy

The town of Charlemont, MA celebrates diversity and tolerance. We have a history of supporting immigrants, refugees, and persecuted African-Americans escaping slavery in the nineteenth century by means of the Underground Railroad in this community:

We, the community of Charlemont, affirm that the decent, respectful and dignified treatment of all people, regardless of their immigration status is a moral imperative and basic human right.

The policy of the town of Charlemont shall be to welcome and treat all persons entering or living in our community with the same respect, fairness and dignity, and to continue to provide all municipal services and enforce the law on an equal basis to all people, regardless of their ethnicity, religion or nation of origin or decent, or of federal immigration status.

And be it ordered, upon adoption of this policy, that the Town Clerk of the Town of Charlemont post this policy, and send a copy of this resolution to Mass. State Rep. Paul Mark, Mass. State Senator Adam Hinds, Mass. Attorney General Maura Healy, Mass. State Senate President Stanley Rosenberg, U.S. Rep. Richard Neal, U.S. Senators Ed Markey and Elizabeth Warren and President Donald Trump.