

ANNUAL TOWN MEETING WARRANT

Tuesday, May 24, 2022

7:30 P.M.

Hawlemont Regional Elementary School

Article 1: 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 2023.

Article 2: To see if the Town will authorize the Treasurer to enter into a compensating balance agreement or agreements for fiscal year 2023, pursuant to Chapter 44, Section 53F of the Massachusetts General Laws.

Article 3: To see if the Town will vote to establish the spending limits for the following revolving funds for fiscal year 2023:

1. Dog Fund = \$2,500.00
2. Recycling = \$6,000.00
3. Flags and Banners = \$1,200.00
4. Fire Inspection = \$1,200.00
5. Planning Board = \$950.00
6. Parks & Recreation Commission - \$6,000.00

Or take any other action relative thereto.

Article 4 To see if the Town will vote to raise and appropriate, or otherwise provide, a sum or sums to defray the fiscal 2023 operation and capital budgets of the Town, and to establish the salaries for its Town Officers or take any other action relative thereto.

Article 5: To see if the Town will vote to raise and appropriate, or transfer from available funds, sums of money for any and all Town expenses and purposes, including, without limiting the foregoing, debt and interest, out-of-state travel, wages and salaries, operation of the Town's Broadband Enterprise and provide for a reserve fund, all for the Fiscal Year

beginning on July 1, 2022 through June 30, 2023, inclusive; or take any other action relative thereto.

- Article 6: To see if the Town will vote to raise and appropriate or transfer from available funds \$231,958.00 to supplement the Hawlemont Regional Elementary School's Operating budget for fiscal year 2023 contingent upon the passage of a Proposition 2 ½ ballot question or take any other action relative thereto.
- Article 7: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, the sum of \$500 to be used to maintain cemeteries in the Town of Charlemont, 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, \$20,000 for bridge repairs, 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, \$40,000 for infrastructure repairs, or take any other action relative thereto. Recommended by the Finance Committee
- Article 10: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, \$12,500 to replace and refinish floors in the Town Hall, or take any other action relative thereto. Recommended by the Finance Committee
- Article 11: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, \$350,000.00 to purchase a new ambulance vehicle, or take any other action relative thereto. Recommended by the Finance Committee
- Article 12: 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 13: 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 2023 or take any other action relative thereto.

Article 14: To see if the Town will vote to authorize the Selectboard to acquire, by purchase, gift, eminent domain or otherwise, permanent and temporary easements in certain parcels of land within, adjacent to and/or contiguous to East Oxbow Road and Hawk Hill Road in the locations more or less depicted on a plan entitled "Massachusetts Department of Transportation Highway Division Preliminary Plan and Profile of East Oxbow Road Over Oxbow Brook, Bridge No. C-05-042, in the Town of Charlemont, Franklin County, Preliminary Right of Way Plans," dated 11/22/121, as it may be amended, a copy of which has been placed on file with the Town Clerk, and permanent and temporary easements in parcels of land located within 200 feet of said parcels, as such additional areas may be shown on said plan, for public way purposes, including, without limitation, drainage, utility, slope, grading and construction of improvements and structures, and other related purposes, to enable the Town to undertake the East Oxbow Road bridge replacement project, and, further, to raise and appropriate, transfer from available funds, borrow or otherwise provide \$20,000.00 for the purpose of providing for such acquisition and paying all costs and expenses associated therewith, or take any other action relative thereto.

Article 15: To see if the Town will vote to accept and confirm as a public town way a certain portion of the roadway known as East Oxbow Road, and to accept the alteration of the layout of Hawk Hill Road, public town way, in the locations ordered by the Selectboard and depicted on the plan entitled: "Plan of Proposed Town Highway Layout Plan of a Portion of East Oxbow Road and Proposed Alteration of Hawk Hill Road in Charlemont, Massachusetts, Prepared for the Town of Charlemont," dated March 10, 2022, prepared by CHA Consulting, Inc., said plan having been placed on file with the Town Clerk as required by law; and further to authorize the Selectboard to acquire, by gift, purchase or eminent domain, such interests in land as are necessary to allow for the use and maintenance of said ways for all purposes for which public ways are used in the Town of Charlemont, or act or do anything in relation thereto..

Article 16: To see if the Town will vote to amend Section 1 of the Capital Planning Bylaw adopted during the 2016 Annual Town Meeting by reducing its members from 5 to 3. The initial appointments to the Committee shall be as follows: One member will be appointed by the Select Board for a 3 year



term, one member will be appointed by the Moderator for a 2 year term; one member will be appointed by the Finance Committee for a 1 year term. All subsequent appointments shall be for a three-year term, such terms to commence on July 1. In the case of a mid-term vacancy, the appointing authority for the respective seat shall select a new member for the remainder of the unexpired term. The Moderator shall notify the Town Clerk of all Committee appointments and re-appointments in a timely fashion. No Committee may simultaneously serve as a member of the Select Board or the Board of Assessors. Or take any other action relative thereto.

Article 17:

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) – Pupils Entitled to Attend Regional Elementary Schools:**

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 District. 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 1<sup>st</sup> of the school year prior to the change.

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, Heath, 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 and Heath residents to Colrain Central School; and Buckland and Shelburne residents to Buckland Shelburne Elementary School.

#### Article 18

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) – Apportionment of Capital Costs Grades pre-K-6:**

(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.

(4) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Colrain Central School or upon any premises as may be leased to the Mohawk Trail Regional School District by the Town of Colrain, shall be borne by the Town of Colrain.



(5) Nothing in this section shall be construed to prevent the member towns from amending this Agreement and modifying and/or altering the above designated schedules of apportionment of capital costs in the event subsequent school construction or reconstruction results in a change of grade level or town assignments to the District schools.

and replacing said language with the following:

(3) Colrain, Heath

Effective commencing with Fiscal Year 2023, new capital costs incurred by the committee and associated with grades pre-Kindergarten to six, inclusive, of the District school or schools serving the pupils from the Towns of Colrain and Heath shall be apportioned to the Towns of Colrain and Heath as follows:

To Colrain: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one percent calculated as follows: By (1), computing the ratio which the sum of the enrollments of pupils at the Colrain Center School, resident in the Town of Colrain as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at said district school, resident in the Towns of Heath and Colrain, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

To Heath: A portion of the total of all principal and interest on bonds, notes or other obligations as issued by the Committee on or after July 1, 2022 consistent with the above, expressed as a percentage of the total to the nearest one-hundredth of one percent calculated as follows: By (1), computing ratio which the sum of the enrollments of pupils at the Colrain Central School, resident in the Town of Heath, as determined by the census of pupils at said district school each October 1 for the five most recent years, bears to the sum of enrollments of pupils at the said district school, resident in the Towns of Colrain and Heath, as determined by the census of pupils each October 1 for the five most recent years (note: pre-K enrollment will be included in the calculation); and by (2) expressing such ratio as a percentage. Until five years of data becomes available, the most recent years of data shall be used to determine said ratio.

(4) The Heath Elementary School Building was returned to the Town of Heath on July 1, 2017, and the Lease between the parties terminated as of said date. In exchange for termination of the lease, the District paid to the Town of Heath a total sum of \$240,000.00. 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.

(5) Capital costs representing payments of principal and interest on bonds, notes or other obligations as issued by the Committee to finance expenses in the nature of capital outlay for the purpose of construction at the site of, or reconstruction to, the Colrain Central School or upon any premises as may be leased to the Mohawk Trail Regional School District by the Town of Colrain, shall be borne by the Towns of Colrain and Heath, as provided in Section E. (3), above.

(6) Nothing in this section shall be construed to prevent the member towns from amending this Agreement and modifying and/or altering the above designated schedules of apportionment of capital costs in the event subsequent school construction or reconstruction results in a change of grade level or town assignments to the District schools.

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 XV Effective Date**:

This amended Agreement shall take full effect in accordance with its terms on July 1, 2018 and shall supersede the prior District Agreement, including any prior amendments.

and replacing said language with the following:

This amended Agreement shall take full effect in accordance with its terms on July 1, 2022 and shall supersede the prior District Agreement, including any prior amendments.

Article 20:

To see if the town will vote to allow the Mohawk Trail Regional School District to borrow a sum of money, not to exceed \$278,400, for work at the Colrain Central School in Colrain, Massachusetts, to include rebuilding or resurfacing of parking lots and certain walkways, and brick masonry repairs and repointing, and including costs incidental thereto, which purpose of the projects will materially extend the useful life of the school and preserve the asset capable of supporting the required educational program. Said sum is to be expended under the approval of the School Committee's Building Subcommittee, and to meet said appropriation, the District Treasurer, with the approval of the Chair, is authorized to borrow said sum under MGL Ch. 44 or any other enabling authority, or take any action related thereto.

Article 21: BY PETITION



AN ACT PROVIDING FOR RECALL ELECTIONS IN THE  
TOWN OF CHARLEMONT

Be it enacted by the Senate and House of Representatives in  
General Court assembled, and by the authority of the same, as  
follows:

Section 1. Any holder of an elective office in the Town of  
CHARLEMONT may be recalled and removed there from by  
the qualified voters of said town as herein provided.

Section 2. Ten percent or more of registered voters may initiate a  
recall petition by filing with the town clerk an affidavit  
containing the name of the officer and the office held whose  
recall is sought and a statement of the grounds of recall. Upon  
certification by the town clerk, the town clerk shall, within two  
business days, deliver to the voter first named on such affidavit,  
a sufficient number of copies of petition blanks demanding such  
recall. The blanks shall be issued by the town clerk with the  
town clerk's signature and official seal attached thereto; they  
shall be dated and addressed to the board of selectmen; shall  
contain the name of the person whose recall is sought, the office  
from which recall is sought, the grounds for recall as stated in  
the affidavit, and shall demand the election of a successor to  
such office. A copy of the petition shall be entered in a record  
book to be kept in the office of the town clerk. The recall  
petition shall be returned and filed with the town clerk within  
twenty days following the date of issuance of said petition. Said  
recall petition shall be signed by at least ten percent of the  
registered voters in said town, and to every signature shall be  
added the place of residence of the signer, giving the street and  
number. The town clerk shall, within two business days  
following the date such filing, submit the recall petition to the  
board of registrars of voters, who shall within five business days  
after the day of receipt, certify in writing thereon the number of  
signatures which are names of voters in said town as of the date  
such affidavit was filed with the town clerk. The board of  
registrars shall, upon completion of its certification, return the  
petition to the town clerk.

Section 3. If the petition shall be found and certified by said  
town clerk to be sufficient, he shall submit the same with his  
certificate thereon to said selectmen without delay, and said  
selectmen shall forthwith give to said elected officer whose  
recall is being sought, written notice of the receipt of said  
certificate and shall, if the officer sought to be removed does not



resign within five days thereafter, thereupon order a recall election to be held not less than thirty nor more than sixty days after the date of town clerk's certificate that a sufficient petition has been filed; provided however, that if any other town election is to occur within ninety days after the date of said certificate, the selectmen may, in their discretion postpone the holding of the removal election to the date of such other election. If a vacancy occurs in said office after a recall election has been ordered, the election shall nevertheless proceed as herein provided.

Section 4. Any officer sought to be recalled may be a candidate to succeed himself, and unless he requests otherwise in writing, said town clerk shall place his name on the official ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election, and the conduct of the same, shall all be in accordance with the provisions of law relating to election, unless otherwise provided in this act.

Section 5. The incumbent shall continue to perform the duties of his office until the recall election. If the recall fails, or if the incumbent is re-elected, he shall continue in the office for the remainder of his unexpired term, subject to recall as before, except as provided in this act. If not re-elected in the recall election, he shall be deemed removed upon the qualification of his successor, who shall hold office during the unexpired term. If the successor fails to qualify within five days after receiving notification of his election, the incumbent shall thereupon be deemed removed and the office vacant.

Section 6. Ballots used in a recall election in said town shall submit the following proposition in the order indicated: For the recall of (name of officer) (office held) Against the recall of (name of officer) (office held) Immediately at the right of each proposition there shall be a square in which the voter by making a cross mark (X) may vote for either of such propositions. Just above said squares, there shall appear the direction "Vote for one". Under the proposition shall appear the word "Candidates" and the direction "Vote for one" and beneath this the names of candidates nominated as hereinbefore provided. In case of machine voting or punch card balloting, or other forms of balloting, appropriate provisions shall be made to allow the same intent of the voter. If a majority of the votes cast on the recall question is in the affirmative, then the candidate who received the highest number of votes of the special election to the vacancy shall be elected. If a majority of the votes cast on the recall question is in the negative, the ballot for candidates to fill the potential vacancy need not be counted.

Section 7. No recall petition shall be filed against an officer of

said town within six months after he takes office, nor, in the case of an officer subjected to recall election and not removed thereby, until at least six months after the election at which his recall was submitted to the voters.

Section 8. No person who has been recalled from an office or who has resigned from office while recall proceedings were pending against that person, shall be appointed to any town office within two years after such removal by recall or resignation.

Section 9. This act shall take effect upon its passage.