

MINUTES OF THE SELECT BOARD'S MEETING
Town of Charlemont
Goodnow Town Hall

September 11, 2017
Page 1 of 4

The meeting was convened at 7:00 P.M. by Chair Sarah Reynolds. Select Board members Beth Bandy and Marguerite Willis, along with Administrator Peg Dean, also attended the meeting. No one was absent.

1. The Board unanimously voted, Ms S Reynolds – yes, Ms Bandy – yes, Ms Willis – yes, to approve: payment of a KP Law statement; major events/financial calendar; fuel bills by department; Administrator to attend the Small Town Administrators meeting on 9-21.
2. The Board unanimously voted, Ms S Reynolds – yes, Ms Bandy – yes, Ms Willis – yes, to approve and sign: 8-7-17 and 8-21-17 Select Board minutes; Payroll warrants #1809 and 1810; vendor warrants #1808 and 1809; a 1 day malt and wine license at the Fairgrounds.
3. The Board voted, Ms S Reynolds – yes, and Ms Bandy with Ms Willis abstaining, to approve and sign the Franklin County Solid Waste Management District's MOU to complete a 3rd party inspection for the Transfer Station and to hold a Household Hazardous Waste Collection day on September 23rd.
4. The Board unanimously voted, Ms S Reynolds – yes, Ms Bandy – yes, Ms Willis – yes, to acknowledge receipt of: a KPLaw eUpdate; executed contract for the Municipal Vulnerability Program grant; copied letter to a resident from the Building Commissioner; Hazardous Waste Collection Day and Fall Clean Sweep Bulky Waste Recycling day notices from the Franklin County Solid Waste Management District; Mass. Forest Alliance letter suggesting wood heat for municipal buildings and congratulating Hawlemont for saving money on fuel; notification that CME will be performing design services for the rehabilitation of the Route 2 bridge over the Deerfield; Operational Services Division newsletter; Chapter 90 Mass. Dept. of Transportation reimbursement request confirmation.
5. Ms Willis would like to ask the Police Department for their opinion regarding the Act to Ensure Safe Access to Marijuana and would also like to discuss this act at the All Board Meeting.
6. Ms Willis reported that she will be meeting with the EMD and the Army Corp. of Engineers to discuss the Silver Jacket Plan.
7. Ms Willis stated that the Town needs wood pellet manufacturers and will be discussing this with the Mission Impossible Committee.
8. Police Chief Jared Bellows attended the meeting with Police Officer Jason Pelletier to request Officer Pelletier be promoted to Sargent. Chief Bellows explained that during Officer Pelletier's year with the department, he has taken over the training program and has years of Law Enforcement experience. This promotion will increase the duties of Officer Pelletier but will not increase the Police Salary budget. Officer Pelletier provided the Board with his background. The Board unanimously voted, Ms S Reynolds – yes, Ms Bandy – yes, Ms Willis – yes, to promote Jason Pelletier to the position of Sargent. Sargent Pelletier to the oath of office for his new position by the Town Clerk.
9. Ms Willis stated that she volunteered for the position of representative to the FRTA but after further research she feels she would not be a good candidate for this position and resigned. Ms Bandy stated that she may possibly be able to take the FRTA representative position but will need to conduct additional research before she commits.
10. Ms Bandy reported that she is working with the Town of Heath towards a shared Animal

Control Officer and is researching the possibility of petitioning the Franklin Regional Council of Governments to provide a regional service for Animal Control services.

11. The Board voted, Ms S Reynolds – yes, Ms Bandy – yes, Ms Willis – abstained, to appoint Kate Sevens to the Local Cultural Council representing Charlemont.
12. At 7:30 P.M. Fireman Charles Hamel was recognized. Ms. Hamel stated that he is representing the Fire Department and himself. The Fire Department has some issues, resulting in 2 higher ranking officers stepping down, that need to be addressed. Mr. Hamel would like to schedule a meeting where he can be open and not restricted due to the open meeting laws. Mr. Hamel stated that he has discussed his concerns with the Administrator. Ms Willis stated that she held a joint meeting with the Fire and Ambulance Department personnel. The meeting was quite intense and ended very well. During the meeting it was agreed that Ms Willis will help plan joint training sessions. Also observed during that meeting are personnel issues and the fact that the Fire Chief will be stepping down in the future. The feeling that the Select Board does not have the fire department's back was also observed. A meeting with the Fire Chief and Ambulance Director will be scheduled. Mr. Hamell was informed that the Select Board will follow up on his concerns and scheduling the appropriate meetings.
13. Webmaster Cheryl Handsaker was recognized at 7:45 P.M. Ms Handsaker attended the meeting to discuss town issued e-mail addresses and the Town website. Ms Handsaker recommended moving the website to a smaller server. Also suggested was to have each department update their own webpage. The Board was informed that the Administrator has access to and management of all town e-mails. Directions to a link, instead of posting an entire document to the website was suggested. Discussion revolved around who or what positions should be issued a town e-mail address. The Board unanimously voted, Ms S Reynolds – yes, Ms Bandy – yes, Ms Willis – yes, to use a single website client, Ms Handsaker to work with the Administrator, move the website to a second smaller host, and have Committees/Departments/Boards edit their own webpage.
14. Broadband member Trevor Mackie attend the meeting to inform the Board that a Wired West meeting is scheduled for Wednesday, September 13th in Heath to vote on the Wired West Memorandum of Understanding. The MOU language states that if the document is signed, the Town can not talk to any other provider until November 1, 2018. Mr. Mackie suggested the Town vote for the document but not to sign it. The Board agreed.
15. Broadband hut locations were discussed. A spreadsheet of possible locations with their pros and cons was distributed. The Boardband Committee questions if the Town can use volunteer labor for the hut under the Grant. Procurement issues/questions are being researched by the Town of Heath. A meeting on September 22nd, in the Town of Heath is scheduled to learn about the steps that need to take place as the project moves along. Administrator Dean was asked to attend the September 22nd meeting.
16. Ms Bandy reported that she spoke to Roy Schaefer regarding creation of an agreement for the Town to use the parking lot behind the Town Hall. Mr. Schaefer suggested the Town draft a contract and submit it to him for review.
17. The Board voted, Ms S Reynolds – abstained, Ms Bandy – yes, Ms Willis – yes, to accept a donation from Berkshire East to be used for Police cruiser equipment.
18. Ms Willis reported that the Accountant, departments and herself had a meeting which was productive. The Accountant stated during that meeting that he does not have a problem with the departments, but more so with the Select Board and Finance Committee, referencing rules and regulations. Financial policies will be discussed during the joint Finance Committee and Select

Board meeting on September 15th. Administrator Dean will send, electronically, examples of financial policies to the Select Board and Finance Committee members.

19. It was reported that a beam will need to be set in place on one of the Route 8A bridge repair sites which will close that section of Route 8A North for part of a day. Notifications of the road closure will go out to the appropriate emergency departments, Town of Heath, and residents.
20. It was reported that the designs for the Maxwell Brook bridges are almost complete.
21. The Board discussed scheduling an executive session on Tuesday, September 19th at 7:00 P.M.
22. Ms Bandy reported that the Senate Counsel is working with the Department of Revenue on the enforcement part of the Recreation Tax Legislation.
23. Ms S Reynolds reported that the Town insurance has offered a settlement with Amy Coates regarding her septic issues. Ms Coates will contact Ms S Reynolds regarding her acceptance of the offer.
24. The Board informed Administrator Dean that the National Grid pricing and incentives to change the lighting in the Town Hall will need to be taken to the Capital Planning Committee for consideration.
25. Ms S Reynolds inquired if the light fixture in the Assessor's office has been repaired. Administrator Dean reported that Palmeri Electric is busy until October. Administrator Dean was advised to keep trying.
26. Business being conclude, the meeting was adjourned at 10:20 P.M.

Respectfully submitted

Kathy A. Reynolds

Approved by:

Charlemont Select Board

This document is to be considered a draft until approved and signed by the Select Board.

Documents viewed by the Board

KP Law statement

major events/financial calendar

fuel bills by department

8-7-17 and 8-21-17 Select Board minutes

Payroll warrants #1809 and 1810

vendor warrants #1808 and 1809

day malt and wine license

Franklin County Solid Waste Management District's MOU to inspection the Transfer Station

Franklin County Solid waste management District's MOU for a Household Hazardous Waste Collection day

KPLaw eUpdate

Municipal Vulnerability Program grant contract

letter to a resident from the Building Commissioner
Hazardous Waste Collection Day and Fall Clean Sweep Bulky Waste Recycling day notices
Mass. Forest Alliance letter
Notice that CME will be performing design services for the rehabilitation of the Route 2 bridge
Operational Services Division newsletter
Chapter 90 Mass. Dept. of Transportation reimbursement request confirmation
Request to appoint Kate Sevens to the Local Cultural Council
Spreadsheet of possible Broadband hut locations
Donation from Berkshire East
National Grid pricing and incentives to change the lighting in the Town Hall



Office of the Select Board
PO Box 677
Charlemont, MA 01339
September 15, 2017

Justin Cole, President
Baystate Municipal Accounting Group
100 Main Street, Fl 2, Suite 11
Maynard, MA 01754

Dear Justin,

Thank you for coordinating the effort to fund a Finance Director position through the next round of the Community Compact Efficiency and Regionalization program. The Town of Charlemont is interested in participating in this regional initiative as outlined in your letter, sent by email Wednesday September 13, 2017 to Select Board Chair Sarah Reynolds and me, as voted so by Select Board during its scheduled joint budget meeting with the Select Board and Finance Committee September 15, 2017 at 8am.

The Town looks forward to the next steps towards this initiative.

Sincerely,

On behalf of the Town of Charlemont Select Board

Peg Dean, Town Administrator
(413) 339-4335 x8
administrator@townofcharlemont.org



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

RECEIVED
SEP 08 2017

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

September 6, 2017

Dear MRF Community:

In accordance with your contract with Waste Management Recycle America Alliance (WMRA) and the Massachusetts Department of Environmental Protection (MassDEP), enclosed is payment for the recyclable materials delivered on behalf of your community to the Springfield Materials Recycling Facility (MRF) for the period of January through June, 2017.

Please note that during this payment period, sales of recyclables triggered a revenue share to both dual stream and single stream communities resulting in the following per ton payments:

	January	February	March	April	May	June
Dual Stream	\$17.15	\$22.65	\$28.15	\$19.90	\$10.00	\$11.65
Single Stream	\$7.15	\$12.65	\$18.15	\$9.90	\$0	\$1.65

Municipal payments were reduced to reflect a deduction for the municipality's FY18 MRF program public education fee. On the back side of this letter, please find tonnage and public education fee data on which the final municipal payments were based.

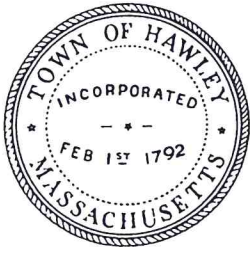
Should you have any questions regarding your community's payment, or the MRF program in general, please contact Steve Ellis at 413-755-2239, or via email at Steven.Ellis@state.ma.us.

Sincerely,

Steven Ellis
Deputy Regional Director
Department of Environmental Protection

Michael Moores
Plant Manager- Springfield MRF
Waste Management Recycle America

January - June 2017	Total Tons Delivered	Revenue Earned	Public Education Fee FY2018	Community Payment
CITY OF CHICOPEE	2110.56	\$ 17,581.01	\$ (2,764.90)	\$ 14,816.11
CITY OF HOLYOKE	936.15	\$ 16,641.21	\$ (1,994.00)	\$ 14,647.21
CITY OF NORTHAMPTON	532.29	\$ 9,514.47	\$ (1,427.45)	\$ 8,087.02
CITY OF PITTSFIELD	862.46	\$ 15,503.27	\$ (2,236.85)	\$ 13,266.42
CITY OF SPRINGFIELD	3472.5	\$ 27,813.03	\$ (7,653.00)	\$ 21,389.59
CITY OF WESTFIELD	1647.79	\$ 13,120.33	\$ (2,054.70)	\$ 11,065.63
TOWN OF AGAWAM	809.78	\$ 14,395.02	\$ (1,421.90)	\$ 12,973.12
TOWN OF ALFORD	33.43	\$ 583.23	\$ (24.70)	\$ 558.53
TOWN OF ASHFIELD	100.61	\$ 1,788.42	\$ (103.70)	\$ 1,684.72
TOWN OF BECKET	47.66	\$ 828.50	\$ (88.95)	\$ 739.55
TOWN OF BELCHERTOWN	288.48	\$ 5,229.60	\$ (732.45)	\$ 4,497.15
Town of Bernardston	88.23	\$ 1,541.51	\$ (142.00)	\$ 1,399.51
TOWN OF BLANFORD	38.16	\$ 625.13	\$ (61.65)	\$ 563.48
TOWN OF BUCKLAND	66.02	\$ 1,146.45	\$ (95.10)	\$ 1,051.35
TOWN OF CHARLEMONT	39.48	\$ 748.17	\$ (63.30)	\$ 684.87
TOWN OF CHESTER	20.99	\$ 378.65	\$ (66.85)	\$ 311.80
TOWN OF CHESTERFIELD	30.66	\$ 559.17	\$ (61.10)	\$ 498.07
TOWN OF COLRAIN	51.46	\$ 944.70	\$ (83.55)	\$ 861.15
TOWN OF CONWAY	94.38	\$ 1,757.75	\$ (94.85)	\$ 1,662.90
TOWN OF CUMMINGTON	27.91	\$ 244.00	\$ (43.60)	\$ 200.40
TOWN OF DALTON	124.83	\$ 2,269.55	\$ (337.80)	\$ 1,931.75
TOWN OF DEERFIELD	160.34	\$ 2,876.74	\$ (256.25)	\$ 2,620.49
TOWN OF EAST HAMPTON	90.26	\$ 1,625.81	\$ (802.65)	\$ 823.16
TOWN OF EAST LONGMEADOW	683.08	\$ 12,163.14	\$ (786.00)	\$ 11,377.14
TOWN OF EGREMONT	113.09	\$ 1,936.72	\$ (61.25)	\$ 1,875.47
TOWN OF ERVING	73.75	\$ 1,417.45	\$ (90.00)	\$ 1,327.45
TOWN OF GILL	68.3	\$ 1,225.05	\$ (75.00)	\$ 1,150.05
TOWN OF GOSHEN	27.2	\$ 499.30	\$ (52.70)	\$ 446.60
TOWN OF GRANBY	193.64	\$ 1,486.42	\$ (312.00)	\$ 1,174.42
TOWN OF GRANVILLE	45.57	\$ 310.87	\$ (78.30)	\$ 232.57
TOWN OF GREAT BARRINGTON	64.69	\$ 1,154.71	\$ (355.20)	\$ 799.51
TOWN OF GREENFIELD	756.53	\$ 13,511.80	\$ (872.80)	\$ 12,639.00
TOWN OF HADLEY	104.94	\$ 1,856.51	\$ (262.50)	\$ 1,594.01
TOWN OF HAMPDEN	83.2	\$ 1,437.68	\$ (256.95)	\$ 1,180.73
TOWN OF HATFIELD	62.76	\$ 1,120.90	\$ (163.95)	\$ 956.95
TOWN OF HEATH	32.76	\$ 574.19	\$ (35.30)	\$ 538.89
TOWN OF HUNTINGTON	47.98	\$ 385.28	\$ (109.00)	\$ 276.28
TOWN OF LEVERETT	75.35	\$ 1,266.73	\$ (92.55)	\$ 1,174.18
TOWN OF LONGMEADOW	866.91	\$ 15,417.24	\$ (789.20)	\$ 14,628.04
TOWN OF LUDLOW	760.4	\$ 6,355.95	\$ (1,055.15)	\$ 5,300.80
TOWN OF MIDDLEFIELD	14.75	\$ 249.72	\$ (26.05)	\$ 223.67
TOWN OF MONTAGUE	275.43	\$ 4,941.01	\$ (421.85)	\$ 4,519.16
TOWN OF MONTEREY	53.6	\$ 956.70	\$ (48.05)	\$ 908.65
TOWN OF MONTGOMERY	28.34	\$ 490.44	\$ (41.90)	\$ 448.54
TOWN OF MT WASHINGTON	10.03	\$ 159.99	\$ (8.35)	\$ 151.64
TOWN OF NEW SALEM	38.45	\$ 673.51	\$ (49.50)	\$ 624.01
TOWN OF NORTHFIELD	100.52	\$ 1,818.99	\$ (151.60)	\$ 1,667.39
TOWN OF ORANGE	148.35	\$ 1,242.27	\$ (391.95)	\$ 850.32
TOWN OF OTIS	73.98	\$ 1,304.14	\$ (80.60)	\$ 1,223.54
TOWN OF PALMER	93.78	\$ 1,655.64	\$ (607.00)	\$ 1,048.64
TOWN OF PLAINFIELD	22.67	\$ 414.69	\$ (32.40)	\$ 382.29
TOWN OF ROWE	21.33	\$ 362.65	\$ (19.65)	\$ 343.00
TOWN OF RUSSELL	36.95	\$ 661.26	\$ (88.75)	\$ 572.51
TOWN OF SANDSFIELD	29.76	\$ 513.13	\$ (45.75)	\$ 467.38
TOWN OF SHEFFIELD	93.23	\$ 1,655.29	\$ (162.85)	\$ 1,492.44
TOWN OF SHELBURNE	59.24	\$ 1,030.75	\$ (94.65)	\$ 936.10
TOWN OF SHUTESBURY	90.09	\$ 1,578.29	\$ (88.55)	\$ 1,489.74
TOWN OF SOUTH HADLEY	716.52	\$ 12,666.78	\$ (875.70)	\$ 11,791.08
TOWN OF SOUTHAMPTON	187.09	\$ 3,367.09	\$ (289.60)	\$ 3,077.49
TOWN OF SOUTHWICK	219.93	\$ 3,895.19	\$ (475.10)	\$ 3,420.09
TOWN OF STOCKBRIDGE	120.34	\$ 2,136.38	\$ (97.35)	\$ 2,039.03
TOWN OF TOLLAND	17.51	\$ 241.77	\$ (24.25)	\$ 217.52
TOWN OF WARWICK	30.44	\$ 569.53	\$ (39.00)	\$ 530.53
TOWN OF WASHINGTON	19.13	\$ 342.91	\$ (26.90)	\$ 316.01
TOWN OF WENDELL	45.91	\$ 777.89	\$ (42.40)	\$ 735.49
TOWN OF WEST SPRINGFIELD	1042.96	\$ 8,269.86	\$ (1,419.55)	\$ 6,850.31
TOWN OF WEST STOCKBRIDGE	66.61	\$ 1,142.80	\$ (65.30)	\$ 1,077.50
TOWN OF WESTHAMPTON	53.02	\$ 417.22	\$ (80.35)	\$ 336.87
TOWN OF WHATLEY	57.84	\$ 1,030.16	\$ (74.80)	\$ 955.36
TOWN OF WILBRAHAM	316.72	\$ 5,665.03	\$ (710.95)	\$ 4,954.08
TOWN OF WILLIAMSBURG	103.97	\$ 1,865.57	\$ (124.10)	\$ 1,741.47
TOWN OF WORTHINGTON	50.14	\$ 876.69	\$ (57.80)	\$ 818.89
UMASS AMHERST	335.14	\$ 2,667.80	\$ (616.10)	\$ 2,051.70



TOWN OF HAWLEY
MASSACHUSETTS 01339

Michael Knapik, Director
Western Massachusetts Office of the Governor
State Office Building
436 Dwight Street
Suite 300
Springfield, MA 01103

RECEIVED
SEP 08 2017

TOWN OFFICE:
8 PUDDING HOLLOW ROAD
TELEPHONE: 413-339-5518
FAX: 413-339-4959

September 5, 2017

Dear Director Knapik:


We write on behalf of the Town of Hawley regarding state reimbursement for vocational education transportation costs.

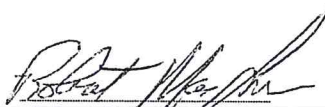
Due to prohibitive cost, Hawley, and neighboring small towns Plainfield, Ashfield, and Charlemont do not maintain a vocational school nor are members of a vocational school district. These towns tuition students who wish it to two vocational schools in the area and are thus mandated to transport these students to those schools. This year, the state vocational transportation reimbursement rate for these four towns is 6% (the fiscal 2018 budget projects an even lower rate of 5%!), while regional school transportation (Mohawk District) is being reimbursed at 73%. This inequity is made worse by the fact that it is more expensive to transport the vocational students. The regional school district, Mohawk, expends \$1,400 per student for transportation; the four towns pay \$4,300 per student for the transportation of students to vocational schools.

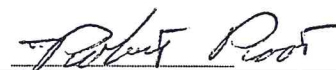
David Newell, the present Clerk and Secretary of the Ashfield-Charlemont-Hawley-Plainfield Vocational Education Advisory Committee, has worked with school and town finance issues for many years. He recommends consideration of the following steps to address the inequities outlined above: 1) The Commonwealth should furnish a supplemental appropriation, returning the 2018 budget amount for out-of-district vocational school transportation back to the 2014 level of \$3,000,000 (presently it is a mere \$242,500); 2) Add vocational out-of-district transportation reimbursement to the cherry sheet as a line item; and 3) Since the regional school transportation reimbursement is used to reimburse a number of charter schools for transportation costs, I suggest that the cost of transporting students to out-of-district vocational schools also be included and that the rate of the reimbursement be the same for all. We support these recommendations.

We thank you for your interest, as well as Representatives Paul Mark and Stephen Kulik for their efforts on Hawley's behalf. We look forward to further dialogue and movement toward more equitable and sustainable solutions. If we can be of further assistance in this matter, please let us know.

Sincerely,


Hussain Hamdan
Chairman
Board of Selectmen
Town of Hawley


Robert MacLean
Selectman


Robert Root
Selectman

cc: Governor Charlie Baker
Senator Adam Hinds
Representative Paul Mark
Representative Stephen Kulik
Michael J. Heffernan, Secretary of Administration and Finance
Selectboards of Ashfield, Plainfield, Charlemont

Draft Minutes – September 19, 2017 Meeting

Vocational Education Advisory Committee

Plainfield Town Offices

The September 19 meeting of VEAC, held at the Plainfield town offices, was called to order at 10:06 a.m. by Chair John Sears, presiding. Also present were Paula King, Plainfield – Kayce Warren, Ashfield – Kathy Reynolds, Charlemont – Poppy Doyle and Suzanne Crawford, Mohawk - Superintendent Michael Buoniconti - and David Newell, VEAC clerk.

The minutes of the August 1 meeting were approved by unanimous vote. John welcomed Kathy to the meeting.

John reported that it would be potentially beneficial to convene a press conference to present information regarding vocational out-of-district transportation reimbursement. After discussion, the committee felt it best to consider the RECORDER and GAZETTE as the best media to invite, and asked John to proceed with arrangements.

John and Suzanne shared with the committee thoughts on the need to move the policies recommended by VEAC to and through the Mohawk Policies Subcommittee prior to having them brought to the full school committee. Suzanne outlined the several steps she felt should be taken, and there was consensus to support Suzanne's recommendations as to process.

David reported that the opening days of school busing were smooth and seamless. He advised that the first transportation assessment would be sent out shortly after October 1.

Town Reports: Kathy and David reported that opening days in Charlemont went according to plan (van vs. bus riders) and that TravelKuz reported that they have room on the Heath/Rowe bus for a few Charlemont students. Kathy and David agreed to review options and reach a decision shortly regarding possible van/bus transfers. Kayce and David reported that two Ashfield students attended Tech for a week, then returned to Mohawk. Ashfield's expected 8 new Tech students (as of July) has now been reduced to only 1 actual new student.

Michael reported that Bus. Mngr. Steve Nembirkow would be attending the next VEAC meeting and that David and Steve would be meeting shortly to review the transportation assessment procedures. He also stated that he (Michael) and Steve will likely alternate attendance at future VEAC meetings. Michael also reported that the Mohawk school committee would be moving forward with the study of establishing a municipal school bus operation.

David distributed the updated enrollment report. It was noted that there was an error in total enrollment which David promised to correct and redistribute. The matter of communications with the Lt. Gov. and DESE was tabled again.

David reported on his teleconference with Atty. Donna MacNicol, and summarized changes she recommended be made to the VEAC booklet and the text of the proposed amendment. An updated draft of the booklet which incorporated her recommendations was distributed and reviewed. A written letter from Donna had not yet been received.

After discussion about the amendment, etc., John moved that the committee approve the amendment and booklet for presentation to the Mohawk school committee and that they be asked to adopt the amendment. A friendly amendment to the motion added that electronic distribution to town selectboards should also be done. The amended motion was seconded and approved unanimously.



Franklin Regional
Council of Governments

RECEIVED
SEP 07 2017

September 5, 2017

Laurie Griswold
Barbara Ovitt
495 Zoar Rd
Rowe MA 01367

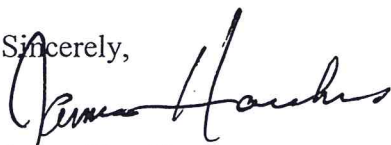
Dear Ms. Griswold and Ms. Ovitt:

At the recommendation of the Charlemont Town Counsel, this letter is to inform you that your Special Permit for your temporary trailer has expired (see copy of the June 8, 2017 letter enclosed). Therefore, the trailer is in violation of Charlemont's Zoning Bylaws. You must file a written application to the Charlemont Planning Board for a new Special Permit in order to continue the use of the temporary trailer.

Failure to comply with this order will result in the filing of a complaint in court, requesting the removal of the trailer.

If you have any questions, please contact me at 413-774-3167 x113, or at jhawkins@frcog.org.

Sincerely,



James Hawkins
Building Commissioner

JH/pl

cc: Select Board
Planning Board
Jonathan D. Eichman, Esq.

Enclosure

TO: CHARLEMONT BOARD OF SELECTMEN

FROM: CAMILLE WHITE, CHAIR, CHARLEMONT COUNCIL ON AGING (COA)

DATE: SEPTEMBER 13, 2017

RE: REPLACEMENT OF COA CHAIR

It is my intention to step down as Chair of the Charlemont Council on Aging at the start of the Town's next fiscal year.

To date, no member of the present COA Board has agreed to assume the Chairmanship. I, therefore, ask you to begin a search for my replacement. The attached information listing present duties and activities of the Charlemont COA Chair together with the Board's Annual Report; Overview of Councils on Aging; and Area Agencies on Aging under the State Executive Office of Elder Affairs may assist in your search.

JUNE 2017 -- DUTIES & ACTIVITIES OF COA CHAIR:

1. Retrieve mail from Post Office, Town Hall COA mail box, Town web site
2. Prepare agenda for monthly meetings & post at Town Hall bulletin board 48 hrs prior
3. Consult & prepare monthly Senior Schedule; post at Senior Center, Post Office & send to Town web site
4. Prepare & submit Annual Report for Charlemont Town Report
5. Prepare paper work & submit to apply for annual Executive Office of Elder Affairs Grant
6. Prepare annual report to send to Executive Office of Elder Affairs at end of grant year
7. Prepare & submit paper work to apply for additional grants -- Local Cultural Council, Mass in Motion; Foot Clinic on a reimbursement basis
8. Prepare & submit paper work to Town Accountant to pay vendors of above grants & submit paper work to Life Path (Area Agency on Aging) for reimbursement
9. Instituted self- pay reflexologist offerings after initial program at Senior Center.
- *10. Coordinate appointments with foot care nurse, attendees, reflexologist and group leader of above grants
11. Attend occasional regional COA meetings
- *12. Acquire supply of trash bags, distribute to seniors & send report to Select Board at end of calendar year
13. Submit bills & donations to COA Treasurer, Town Accountant & Town Treasurer
- *15. Inform seniors & coordinate senior flu clinic with Town Nurse and volunteers
- *16. Prepare, send invitations & coordinate annual Volunteer luncheon
17. Receive occasional requests for information at home

* Since above date, other COA Board member has agreed to assume.

2016 ANNUAL REPORT
CHARLEMONT COUNCIL ON AGING

The Charlemont Council on Aging (COA) Board is comprised of unpaid volunteers under MGL Ch. 40, sec. 8B. The COA is able to direct seniors to local and state agencies for needed services such as care-giving, medical transportation and home delivered meals. See www.charlemont-ma-us

The COA Board also oversees the operation of the Charlemont/Hawley Senior Center at 175 Main St, Charlemont (Wednesdays only phone 339-4201). To make a reservation for the Wednesday congregate meal, phone Site Manager Diane Gingras at 339-5720 by 11 a.m. the day before. A lively group of attendees will welcome you.

Examples of activities and programs at the Senior Center during 2016 follow:

- Monthly Brown Bag food distribution 3rd Wednesday of each month
- Town Nurse Lisa White, R.N. 2nd Tuesday of each month
- Senior Flu Clinic
- Monthly Foot Clinic appointments
- Monthly Reflexology appointments
- Distribution of trash bags for seniors age 70 and above
- Qigong Exercise Class
- Adult Coloring for Relaxation
- Recognition luncheon for volunteers
- Annual Picnic at Charlemont Fairgrounds
- A variety of historical; cultural, musical; and creative hands-on art activities

Respectfully submitted,

Camille White Chair
Linda Wagner, Treasurer
Marjorie Porrovecchio, Secretary
Ardis Nolan

Rev. Cara Hochhalter
Carolyn Booth
Patricia Harker
Jean Crowningshield



The Official Website of the Executive Office of Elder Affairs

Executive Office of Elder Affairs

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Overview of Councils on Aging

Councils on Aging (COAs) are the community focal point for social and support services to elders, families and caregivers in 349 cities and towns in Massachusetts. These municipal agencies develop priorities, serve as advocates and offer opportunities to access programs, services and activities that directly benefit more than 540,000 elders, families and caregivers annually.

COAs conduct more than 100 programs from information and referral, outreach, transportation, meals (congregate and/or home delivered) to health screening, health insurance information benefits counseling (SHINE), fitness, recreation, computer access, education/life long learning, among others. In most communities, COAs serve as the only public social service agency and assist numerous non-elders in accessing public benefits. They may also serve as a link to and support for elders and others in case of local emergencies.

Each COA determines its own priorities based on unique local circumstances, resources and interests. Volunteers play an integral service role, with more than 31,000 persons recording almost 50,000 hours per week of volunteer support. Regardless of design, a local senior center is often a home away from home for socializing, learning, wellness, "giving back" or just a reason to get out of the house. For the rapidly growing elder population, now totaling nearly 1.3 million elders, COAs and senior centers provide a safe place for Massachusetts elders to remain independent, productive and in the community for as long as possible.

Did you find the information you were looking for on this page? *

- Yes
- No



Executive Office of Elder Affairs

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Area Agency on Aging

The Older Americans Act of 1965 established a system whereby authorized program funds flow through State Units on Aging (in Massachusetts, the State Unit on Aging is the Executive Office of Elder Affairs) to Area Agencies on Aging (AAA) where they are used to support home and community based supportive and nutrition services. In Massachusetts, there are twenty-two Area Agencies on Aging representing a like number of Planning and Service Areas (PSA). Planning and Service Areas are collections of communities that any given Area Agency on Aging serves; PSAs in Massachusetts range in size and composition from a single city (for example, Boston) to ones that serve over thirty cities and towns.

Area Agencies on Aging solicit and contract with private vendors for services, administer the disbursement of funding, monitor programs for regulatory compliance and maintenance of quality, and generally coordinate operation of services and resources.

Area Agencies on Aging represent the original structure and system for delivering federally funded services to the elders of the nation and the Commonwealth. In Massachusetts, Area Agencies on Aging provide services in concert with another group of entities known as Aging Services Access Points, (or 'ASAPs', authorized within Section 19A of Massachusetts General Laws), which are often collocated with AAAs. ASAPs were formerly known as "Home Care Corporations", a name that spoke to their principal responsibility of operating the state-funded Home Care Program, a collection of supportive services designed to help elders remain independent and in their own homes, services that naturally complement those of the AAAs. In Massachusetts, there are 26 Aging Services Access Points, 19 of which are collocated with an Area Agency on Aging; seven ASAPs are 'stand-alone' entities, leaving three free-standing AAAs that fall outside the ASAP system.

Did you find the information you were looking for on this page? *

- Yes
- No

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Charlemont (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Environmental Protection MMARS Department Code: EQE	
Legal Address: (W-9, W-4,T&C) 157 Main Street, Charlemont, MA 01339	Business Mailing Address: 1 Winter Street Boston, MA 02108	
Contract Manager: <u>Reg Dean</u>	Billing Address (if different):	
E-Mail: <u>Administrator@townofcharlemont.org</u>	Contract Manager: Winifred Prendergast	
Phone: <u>413-339-4335 x8</u> Fax:	E-Mail: Winifred.Prendergast@state.ma.us	
Contractor Vendor Code: VC6000191745	Phone: 617-292-5596	Fax: 617-292-5832
Vendor Code Address ID (e.g. "AD001"): AD 0001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): EQE PO 20H8	
	RFR/Procurement or Other ID Number: <u>Grant</u>	

<u>NEW CONTRACT</u>	<u>CONTRACT AMENDMENT</u>
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
 For Sustainable Materials Recovery Program and other solicitations for proposals that the Department may issue for grants to municipalities and other governmental entities for technical assistance, equipment and the support of efforts in waste and toxicity reduction, air quality, climate protection/adaptation and resilience, sustainable development and water conservation and quality. Execution of this contract does not guarantee that an award will be made to the signatory entity.

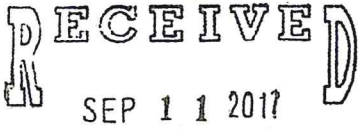
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
 2. may be incurred as of 7/1, 2017, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 6/30/2022, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: Beth M. Banda Date: 7-27-17
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Beth M. Banda
 Print Title: Board of Selectmen Chair

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: Bawa B. Wavewa Date: 7/27/17
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Bawa Wavewa
 Print Title: Dir.COM Fisca Management Division



administrator@townofcharlemont.org

From: administrator@townofcharlemont.org
Sent: Wednesday, September 20, 2017 12:50 PM
To: selectboard@townofcharlemont.org
Subject: FW: Municipal ADA Improvement Grant Program

Update on ADA grant:

The town approved pursuing a planning grant through the ADA program on 5-22-17. Applications are due November 17, 2017. I will be requesting the Select Board appoint an ADA Coordinator in your next meeting. Kathy mentioned in previous correspondence that this is the Select Board by default. I ask that you make an explicit motion for the purpose of the grant, to then be included in the grievance procedure which I'll present in October.

Next steps will be to present the

- Notice of Non-Discrimination and proof of posting, and
- Established an ADA Grievance Procedure,

I also have on the agenda attending another ADA training to help with the transitional plan which I plan to focus on the coming month and a half.

Peg

From: FCCIP Chris Brothers [mailto:Chris@frcog.org]
Sent: Wednesday, September 13, 2017 9:35 AM
Subject: Municipal ADA Improvement Grant Program

Municipal ADA Improvement Grant Program - <http://www.mass.gov/anf/employment-equal-access-disability/oversight-agencies/mod/municipal-ada-improvement-grant.html>

These grants are aimed at supporting capital improvements specifically dedicated to improving programmatic access and/or removing barriers encountered by persons with disabilities in Applicant (i.e. municipally-owned) facilities throughout the Commonwealth. Project Grants of up to \$250,000 will be awarded to successful Applicants to remove barriers and create and improve accessible features and programmatic access for persons with disabilities. Planning Grants will also be awarded to assist a community in creating or updating a Self-Evaluation or Transition Plan required under Title II of the ADA. Examples include but are not limited to increasing both physical access and programmatic access through the addition of features such as: ramps, elevators, power lifts and Limited Use/Limited Application (LULAs), signage, communication access devices, curb cuts and/or any other features that are designed to improve architectural access and/or programmatic access. Applicant's must be or willing to become a member of the Community Compact Cabinet, and select "Public Accessibility Best Practice." Applications are due no later than Friday, November 17, 2017.

Christina Brothers
On-line Permitting Administrator/Departmental Clerk
Franklin Regional Council of Governments

administrator@townofcharlemont.org

From: administrator@townofcharlemont.org
Sent: Friday, September 8, 2017 2:10 PM
To: selectboard@townofcharlemont.org
Subject: FW: Bridges with corroded beam ends

Importance: High

Would the Select Board consider this question at the Select Board meeting when discussing bridges?

Please advise.

Peg

From: Devylder, Mark (DOT) [mailto:Mark.Devylder@dot.state.ma.us]
Sent: Friday, September 8, 2017 1:48 PM
To: administrator@townofcharlemont.org
Cc: jgill@gill-eng.com; Heming, Francisca (DOT) <francisca.heming@state.ma.us>
Subject: FW: Bridges with corroded beam ends
Importance: High

Peg,

As the Town of Charlemont and Gill Engineering are getting closer to submitting plans for the replacement of the Maxwell Road bridges, I have a favor to ask you. MassDOT has entered into an agreement with the UMASS Amherst Civil Engineering Department to conduct research on bridge beams that have deteriorated ends. I am hoping that the town of Charlemont would be willing to direct Gill Engineering to write into the project specifications that care should be taken in the demolition of the existing bridge decks in order to preserve the steel beams for use in a research project at the University of Massachusetts Amherst. If this is acceptable to the Town, I would need to determine if UMass or MassDOT has a way of transporting these to Amherst.

Please let me know.

Thank you.

Mark DeVlylder
District Bridge Engineer
MASSDOT DISTRICT 1
270 Main Street
Lenox, MA 01240
Office: 413-637-5774
Fax: 413-637-0309
Mark.Devylder@state.ma.us

From: Sergio Brena [mailto:brena@umass.edu]
Sent: Friday, September 08, 2017 11:12 AM
To: Devylder, Mark (DOT)

Cc: Simos Gerasimidis; Brendan Knickle (bknickle@umass.edu); Georgios Tzortzinis (gtzortzinis@umass.edu)

Subject: Bridges with corroded beam ends

Good Morning Mark,

I hope you're well. I don't know if you had heard, but the research project that we discussed related to load rating of bridges with corroded beam-end damage has just started (official start date was Aug. 14, I believe). As part of the project we offered to collect information of bridges that have experienced damage near the beam ends due to corrosion. I recall you had mentioned that you knew of several bridges with damage in District 1, so I am writing to ask if it would be possible to get a copy of the inspection reports or any other data you might have. We will also be looking for potentially getting damaged girders from bridges that are being scheduled for replacement for testing in our laboratory. Laboratory testing will take place next year so I hope that there are some bridges that will be undergoing replacement between now and mid-spring.

Best,
Sergio

PS- the recipients copied in this email are the UMass research team (Simos, who you met in Pittsfield and two of our graduate students).

Sergio F. Breña
University of Massachusetts Amherst
Professor, Civil and Environmental Engineering
130 Natural Resources Rd, Marston Hall 233
Amherst, MA 01002
PH 413.545.0349

VOCATIONAL, AGRICULTURAL & TECHNICAL EDUCATION

FOR STUDENTS RESIDING IN

ASHFIELD

CHARLEMONT

HAWLEY

PLAINFIELD

Information for Town Officials and Voters

- The Four-Town 'Vocational Education Advisory Committee' (VEAC)
- Policies Recommended by VEAC
- An Amendment to the Mohawk Regional Agreement Recommended by VEAC

Prepared during the 2017-2018 Fiscal Year

Did you know that...

- ✓ The towns of Ashfield, Charlemont, Hawley and Plainfield are responsible for the vocational education of 30 to 40 students each year.
 - ✓ In 1974, five of the Mohawk Trail Regional towns voted to join the Franklin County Regional Vocational School District, while these four Mohawk towns chose not to join the tech regional school district.
 - ✓ In 1975, these four non-member towns established "non-operating school departments" to provide for the tuition and transportation of their students to vocational schools.
 - ✓ In the same year, the Mohawk Regional Agreement was amended to preserve the rights of those students in these four towns, who sought a vocational education, and to create a mechanism where Mohawk and the four towns could manage the cost of tuition and transportation.
 - ✓ Today, that 1975 'amendment' is obsolete and no longer relevant and needs to be clarified and updated.
 - ✓ These four small towns are currently expending nearly \$1,000,000 to educate these vocational students each year. That's a lot of money.
 - ✓ Currently, the education and transportation of these students involves interactions between eight Massachusetts municipalities (the four towns, Mohawk and three vocational school districts)...it gets very complicated.
 - ✓ From the 1970s through the 1990s, the management of 'voke education' for the four towns was exercised primarily by Mohawk, with little town input. It proved to be an imperfect and inefficient arrangement.
 - ✓ Since 2000, the management of 'voke education' has been primarily the responsibility of the towns, and until recently, with very little support or assistance from Mohawk. It too proved to be imperfect and inefficient.
 - ✓ Since the establishment of the current Vocational Education Advisory Committee (VEAC) in 2013, an efficient and effective method of management and oversight has been established.
- Since 2013, the four towns have been working more cooperatively with each other, and Mohawk and the towns have been working more effectively with each other.**

VEAC has proposed that the Mohawk Regional Agreement be amended to codify these successful & cost-efficient cooperative arrangements.

What the Proposed Amendment to the Mohawk Regional Agreement will Accomplish

Since the 1970s, the four Mohawk towns (Ashfield, Charlemont, Hawley & Plainfield) that are not members of the Franklin Tech Regional School District have been responsible for tuition and transportation costs for student attending vocational and agricultural schools. In 2013 the four towns and Mohawk established an advisory committee to promote cooperation between the towns and school districts, and to seek ways to contain costs.

Over the course of the last two years, VEAC has interacted with the Massachusetts Department of Elementary and Secondary Education, seeking ways to clarify and improve the management and administration of vocational education in the four towns. The proposed amendment to the regional agreement incorporates the recommendations and advice tendered to us by DESE.

These are the objectives of the proposed amendment:

- Eliminate obsolete language in the current section of the 'Mohawk Regional agreement'.
- Retain the rights of students seeking a vocational education as set forth in the current agreement.
- Define the obligation of towns to maintain non-operating school departments for 'vocational education purposes'.
- Clarify responsibility for the payment of tuition costs (which shall be borne by the towns).
- Clarify responsibility for the transportation of students from the four towns (to be furnished by Mohawk).
- Establish an assessment method authorizing Mohawk to pay transportation costs and assess the involved towns during the same fiscal year.
- Clarify contract awards for transportation (to be made by Mohawk) subject to the advice and consent of the towns.
- Formally establish an 'Advisory Committee' and define its composition and method of appointment, etc. Up to this point in time, VEAC has operated without any statutory authority or inter-municipal agreement.

The Proposed Amendment to the Regional Agreement

This is the current 'vocational education language' in the Mohawk Trail Regional Agreement (Section III E 'Vocational and Trade School Pupils')

Any pupil residing in a member town which is not a member of a vocational regional school district who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law. The cost of tuition for attending such a school and the cost of transportation, when necessary, shall be assessed by the District upon the town wherein the student resides, providing, however, that the District School does not offer the vocational courses.

This is the Proposed Revision (Amendment) to the Regional Agreement

Any pupil residing in a member town which is not a member of a vocational regional school district who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or may be hereafter provided for by law. Such towns shall maintain non-operating school departments for the purpose of educating such pupils at such out-of-district schools in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereto. The cost of tuition for attending such schools shall be borne by the town wherein the pupil resides.

The Committee, acting on the behalf of these towns, shall furnish transportation services, as needed, for town pupils who attend a trade or vocational school outside the District, and the cost of transportation (when necessary) shall be assessed by the District upon the town wherein the pupil resides. The cost of transportation during a fiscal year shall be assessed to the towns in the same fiscal year at such times and in such manner as the Committee and the towns shall agree. The award of any contract for such transportation services shall be made by the Committee, subject to the advice and consent of the involved towns. The Advisory Committee shall have five voting members, each member to have one vote.

To facilitate these arrangements and promote cooperation between the towns and the Committee, an Advisory Committee shall be appointed each year following annual town elections and the annual reorganization of the Committee. Each town which is not a member of a vocational regional school district shall, by its board of selectmen, appoint one member and one alternate to the Advisory Committee. The Committee, by its chair, shall appoint one member and one or more alternates to the Advisory Committee.

Note: References to "the Committee" in the current Mohawk Regional Agreement means "Mohawk Trail Regional School Committee"

The Vocational Education Advisory Committee

Purpose of the Vocational Education Advisory Committee (VEAC) -The proposed amendment speaks to the purpose of the Advisory Committee: "To facilitate [the administration of vocational education in the four non member towns] and promote cooperation between the towns and the Mohawk School Committee, an Advisory Committee shall be appointed each year." A primary responsibility of the Advisory Committee is to establish and oversee transportation routes and arrangements that will serve students from two or more towns.

As the education of our students requires interaction between and cooperation among four towns and three school districts, VEAC serves as a collaborative clearinghouse.

Composition of VEAC - The proposed amendment fixes the composition as follows: "Each town which is not a member of a vocational regional school district shall, by its board of selectmen, appoint one member and one alternate to the Advisory Committee. The Mohawk School Committee, by its chair, shall appoint one member and one or more alternates to the 'Advisory Committee.'" The Advisory Committee shall be appointed annually after the annual town meetings. The Advisory Committee shall have five voting members, each member to have one vote. Alternates can serve (and vote) in the absence of a member.

Organization of VEAC - After the Advisory Committee has been appointed, it shall elect a Chair and Vice-chair. The Chair shall nominate, and the Advisory Committee shall elect a Secretary and a Clerk. The Secretary may be a voting member of the Advisory Committee or a non-voting member. The Clerk shall be a non-voting member and may be a school district administrator or employee.

Duties of the Secretary

1. Prepares meeting postings and, with the advice of the Chair, meeting agendas.
2. Prepares draft meeting minutes.
3. Prepares documents, as needed, for VEAC meetings.
4. Sends electronic copies of all of the above to VEAC members and those on the VEAC group-list.
5. Corresponds as directed by the Advisory Committee or Chair.
6. Keeps and maintains the records of the Committee.

Proposed Administrative Changes for FY 2018 & 2019

Note: Since 2013, former Mohawk business manager David Newell has served as both VEAC Secretary and Clerk. It is proposed that starting July 1, 2017 David continue as a non-voting Secretary, and begin a one-year 'transitional term' as Clerk, working cooperatively with Mohawk officials and with the intent to have the Clerk's responsibilities assumed by Mohawk personnel one year later after the transition has been completed, evaluated and modified as needed.

Duties of the Current Clerk – Proposed to be Assumed by Mohawk Personnel Effective July 1, 2018.

These are the primary duties of the current Clerk. They are generally administrative in nature.

1. Prepares and distributes reports as may be needed or otherwise deemed useful or necessary.
2. Monitors chapter 70 and 74 aid to the towns, keeping VEAC members informed of the same.
3. Each year, works with the transportation contractor to establish daily rates of remuneration consistent with contract and contract amendments.
4. Manages monthly transportation contract payments to the contractor.
5. Prepares transportation bills in accordance with apportionment ratios set by VEAC and assesses the towns accordingly.
6. Assists VEAC and the four towns in determining transportation needs, and annually establishing van routes.
7. Advises VEAC on route reductions or increases when such is necessary or advisable.
8. Furnishes occasional rider reports to VEAC.
9. Interacts with DESE officials as directed by VEAC or its chair.
10. Every five years (more or less) assists VEAC in the preparation of specific vocational education transportation specifications for service and represents the VEAC at relevant meetings of the Mohawk School Committee or Mohawk subcommittees.
11. Attends VEAC meetings and serves as the primary liaison between the school district and the towns.

Town Rights & Responsibilities

While Mohawk will assume certain administrative responsibilities (see Clerk's Responsibilities on the previous page), the four towns will assume or retain the following responsibilities:

Financial

- ~~~~~Prepare the annual town vocational education budget.
- ~~~~~Oversee the 'Town Vocational Stabilization Account' (if adopted)
- ~~~~~Review, approve and process tuition and transportation bills.
- ~~~~~Monitor chapter 70 & 74 state aid.
- ~~~~~Prepare annual DESE 'State Reports'.

Regarding Students and Their Families

- ~~~~~Contact parents of students (July/August) to verify enrollment and determine busing needs.
- ~~~~~Send letters to parents in August informing them of transportation information (optional).
- ~~~~~Interact with parents, as needed, regarding changes in residency or busing needs.
- ~~~~~For students, not regularly riding, determine seat reservations vs. seat waivers.
- ~~~~~Where applicable and/or necessary, arrange and manage 'Parent Transportation Agreements'.

Transportation Matters

- ~~~~~In cooperation with VEAC and the Clerk, determine busing needs, and jointly establish routes to meet those needs.
- ~~~~~For town-only routes, interact with transportation contractor as needed.
- ~~~~~For routes serving two or more towns, interact with the VEAC Clerk, as needed.
- ~~~~~Share student, parent and relevant information with the VEAC Clerk, who will send combined reports to the transportation contractor.

Applications and Admissions Policy Recommendations

Applications for admission to a vocational school must be first approved by the Mohawk Superintendent before they are submitted to the vocational school for consideration of admission. VEAC has voted to recommend the following policies to the Mohawk School Committee:

1. Applications for admission to a school must be submitted to the Superintendent of Schools not later than April 1 of the preceding school year. The Superintendent must either approve or disapprove the application consistent with the provisions of 603 CMR 4.03 (6).

The Superintendent reserves the right to approve an application after April 1 when there are extenuating circumstances.

2. In making his/her decision, the Superintendent shall take into consideration the availability of a comparable program that is closer in proximity to the applicant's residence, the relative costs of tuition and the relative costs and logistics of transportation.
3. Prior to approving or disapproving any such application, the Superintendent shall notify the town wherein the applicant resides and invite comments and observations from that town's officials respecting that student's application. Such notice shall include the school(s) to which the student is applying, his/her current grade level, his/her road of residence and such other information that the Superintendent deems relevant.

Towns' 'Preferred Vocational Schools'

For many years, the four towns have tuitioned students to Smith Vocational and Agricultural School in Northampton, Franklin County Technical School in Turners Falls, and on occasion, to McCann Technical School in North Adams. There are vocational programs offered at some schools that are not offered elsewhere (e.g. agriculture and forestry at Smith School, and certain technical programs at McCann's).

When a student applies for a vocational program that is offered at two or more of these schools, the Mohawk Superintendent is advised that the town selectboards voted to designate the following vocational school(s) as that town's 'preferred vocational school(s)' consistent with counsel offered by DESE.

TOWN	PREFERRED VOC. SCHOOL
Ashfield	Smith Sch. & Franklin Tech
Charlemont	Franklin Tech
Hawley	Franklin Tech
Plainfield	Smith School

The towns recognize that the Superintendent should have the discretion to deviate from town preferences when it is in the interests of the town or the student applicant. For instance, were a student to apply for a program at McCann's that was offered at Smith School and/or Franklin Tech, and that student's parents agreed to assume responsibility for transportation, the Superintendent would be in a position to consider approval of such an application.